

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Connecticut General Life Insurance Company to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of Charles E. Floyd.

WITNESS my hand this 31st day of August, 1972.

James B. Blackmon
Clerk

The defendant may be served by service on the Superintendent of Insurance, Montgomery, Alabama.

* * * * *

CHARLES E. FLOYD,)	
)	
Plaintiff,)	IN THE CIRCUIT COURT OF
)	
VS.)	BALDWIN COUNTY, ALABAMA
)	
CONNECTICUT GENERAL LIFE)	IN JUDICIAL
INSURANCE COMPANY,)	AT LAW
)	
Defendant.)	10,586

COMPLAINT

Plaintiff claims of the defendant Nine Thousand Nine Hundred Dollars (\$9,900.00) for that heretofore on to-wit, May 5, 1965, the defendant issued to plaintiff a monthly income insurance policy in which defendant insured plaintiff against loss resulting directly and independently of all other causes from accidental bodily injuries sustained while the said policy was in force and, also, agreed to pay to the plaintiff an additional monthly indemnity for disability due to injuries which did not arise out of or occur in the course of employment for wage or profit. Plaintiff further avers that the said policy provided that if, commencing while the policy was in force, such injuries, directly and independently of all other causes, shall wholly and continuously disable the insured and completely prevent him from performing the duties of his occupation, that the company would pay monthly indemnity at the rate

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BALDWIN COUNTY)

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Plaintiff,)	IN THE CIRCUIT COURT OF
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VS.)	BALDWIN COUNTY, ALABAMA
)	
CONNECTICUT GENERAL LIFE)	AT LAW
INSURANCE COMPANY,)	
)	
Defendant.)	10,586


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of \$300.00 each month for the lifetime of the insured. Plaintiff avers that he was on to-wit, October 9, 1966, injured and such injuries, directly and independently of all other causes, wholly and continuously disabled plaintiff and completely prevented him from performing the duties of his occupation and that notice of the said injury was given to defendant in accordance with the terms of the said policy. Plaintiff avers that the premiums on the said policy were paid at the time of the said accident on to-wit, October 9, 1966; that the said policy was the property of plaintiff; that the terms of the policy and the policy itself were in force on the date of the said injury and that since said time plaintiff has been wholly and continually disabled; that he is permanently disabled as a result of the said accident and although the said company was given written notice of the said accident in accordance with the terms of the said policy, the said defendant has failed and refused and continues to fail and refuse to make the payments due or compensation due to plaintiff. Plaintiff avers that there is due under the said policy the sum of Nine Thousand Nine Hundred Dollars (\$9,900.00) from October 9, 1968, to June 9, 1971, for his disability, hence this suit.


Attorney for Plaintiff

Plaintiff demands a trial by jury of said cause.


Attorney for Plaintiff

FILED

AUG 31 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

RECEIVED IN OFFICE

SEP 5 1972

M. S. BUTLER, Sheriff

#10,586

CHARLES E. FLOYD,
Plaintiff,

VS:

CONNECTICUT GENERAL LIFE INSURANCE
COMPANY,
Defendant

FILED

AUG 31 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

AUG 31 1972

JAMES R. OWAN

James R. Owan,
Attorney for Plaintiff

Executed by serving 2 copies of
the within on John P. Whitaker
Superintendent
of Insurance, State of Alabama
This The 11 day of SEP 1972
Sheriff of Montgomery County
M. S. Butler,
By J. W. Butler D.S.

M. S. Butler, Sheriff of Montgomery
County, Alabama, Claim \$1.50 each for
serving 1 process(es) and \$1.00
travel expense on each of 1
process(es) or a total of 2.50

J. W. Butler Deputy Sheriff

CHARLES E. FLOYD,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,	(
	(BALDWIN COUNTY, ALABAMA
=vs=)	
)	AT LAW
CONNECTICUT GENERAL LIFE	(
INSURANCE COMPANY,	(CASE NUMBER 10,586
)	
Defendant.	(

D E M U R R E R

Comes now the Defendant, Connecticut General Life Insurance Company, and without waiving its right to enjoin the Plaintiff from proceeding herein as prayed for in Case No. 5756-69 now pending in the United States District Court for the Southern District of Alabama, demurs to the complaint heretofore filed in the above styled cause, and as grounds therefor assigns, separately and severally, the following:

1. The complaint fails to state a cause of action against this Defendant.
2. The allegation that the Defendant insured Plaintiff against loss is vague, indefinite and uncertain.
3. The complaint does not allege the risk of loss Defendant is alleged to have insured Plaintiff against.
4. The complaint does not allege the occurrence of the loss Defendant is alleged to have insured Plaintiff against.
5. The reference in the complaint to an alleged agreement by the Defendant to pay to the Plaintiff an additional monthly indemnity is vague, indefinite and uncertain.
6. The reference in the complaint to a monthly indemnity at the rate of \$300 each month for the lifetime of the insured is vague, indefinite and uncertain.
7. The allegation that the Plaintiff was injured is vague, indefinite and uncertain.

8. The allegation that the Plaintiff was injured is a mere conclusion of the pleader.

9. For aught that appears, the Plaintiff's alleged injury arose out of or occurred in the course of his employment for wage or profit.

10. For aught that appears, the Plaintiff has not demanded of the Defendant payments allegedly due the Plaintiff under the terms of the alleged policy of insurance.

11. For aught that appears, the Plaintiff has not notified the Defendant of his alleged disability.

12. For aught that appears, the Plaintiff has notified the Defendant of his alleged accident and injuries, but has not notified the Defendant of his claim of alleged disability under the terms of the policy.

13. For that the complaint is vague, uncertain and indefinite in that it affirmatively appears that the Plaintiff has been wholly and continually disabled since the time of his alleged accident and injuries, but the complaint states that the terms of the policy require that the Plaintiff be wholly and continuously disabled as a prerequisite to the existence of any obligations on the part of the Defendant.

14. For aught that appears, the alleged policy was not in force at the time of the alleged accident.

15. For that it affirmatively appears that the Plaintiff was not wholly and continuously disabled from the date of the alleged accident as no claim is made for the period from October 9, 1966 to October 9, 1968.

16. For aught that appears, the Plaintiff was not wholly and continuously disabled from the date of the alleged accident

as no claim is made for the period from October 9, 1966 to October 9, 1968.

17. The allegation that the premiums on the policy were paid at the time of the alleged accident is vague, indefinite and uncertain.

JOHNSTONE, ADAMS, MAY, HOWARD & HILL

By Brock B. Gordon
Attorneys for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 6th day of October, 1972, served a copy of the foregoing on counsel for all parties to this proceeding by mailing the same by United States mail, properly addressed, and first class postage prepaid.

Brock B. Gordon

FILED

OCT 6 1972

EUNICE B. BLACKMON CIRCUIT
CLERK J

JOHNSTONE, ADAMS, MAY, HOWARD AND HILL

ATTORNEYS AT LAW

NINTH FLOOR MERCHANTS NATIONAL BANK BUILDING

POST OFFICE BOX 1988

MOBILE, ALABAMA 36601

TELEPHONE 432-7682
AREA CODE 205

C. A. L. JOHNSTONE, JR.
R. F. ADAMS
JAMES L. MAY, JR.
ALEX T. HOWARD, JR.
J. JEPHTA HILL
CHARLES B. BAILEY, JR.
BROCK B. GORDON
BEN H. HARRIS, JR.
WILLIAM H. HARDIE, JR.
DOUGLAS INGE JOHNSTONE
E. WATSON SMITH
JACK MCLENDON PATE
CHARLES A. BENTLEY, JR.
DAVID C. HANNAN

January 23, 1973

GESSNER T. MCCORVEY (1862-1965)
BEN D. TURNER (1866-1968)

Honorable Eunice B. Blackmon, Clerk
Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: Charles E. Floyd v. Connecticut General
Life Insurance Company
At Law Case No. 10,586

Dear Mrs. Blackmon:

I shall very much appreciate it if you will advise me
of the current status of the above case. If a dismissal has
occurred, please let me know the date thereof.

I am enclosing a duplicate copy of this letter together
with a stamped pre-addressed envelope for your convenience in
sending us a reply.

Very truly yours,



Brock B. Gordon

BBG:dk

Enclosures

cc: James R. Owen, Esq.

JOHNSTONE, ADAMS, MAY, HOWARD AND HILL

ATTORNEYS AT LAW

NINTH FLOOR MERCHANTS NATIONAL BANK BUILDING

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DOUGLAS INGE JOHNSTONE
E. WATSON SMITH
JACK MCLENDON PATE
CHARLES A. BENTLEY, JR.
DAVID C. HANNAN

February 15, 1973

GESSNER T. MCCORVEY (1882-1965)
BEN D. TURNER (1886-1968)

Honorable Eunice B. Blackmon, Clerk
Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: Charles E. Floyd v. Connecticut General
Life Insurance Company
At Law Case No. 10,586

Dear Mrs. Blackmon:

Would you please indicate on the enclosed copy of this
letter whether the above case has yet been dismissed, and
if so, please state the date thereof.

Very truly yours,

Brock B. Gordon

Brock B. Gordon

BBG:dk
Enclosure
cc: James R. Owen, Esq.

cc: Honorable William J. O'Connor, Clerk
United States District Court
(Re: Civil Action No. 5756-69)

*James R. Owen
Called said place
this morn*

STATE OF ALABAMA
DEPARTMENT OF INSURANCE

I, the undersigned, as Commissioner of Insurance for the State of Alabama,
hereby certify that on the 6th day of September, 1972, I

sent by registered mail in an envelope as follows:

Connecticut General Life Insurance Company
900 Cottage Grove Road
Bloomfield, Connecticut

REGISTERED MAIL
RETURN RECEIPT REQUESTED

bearing sufficient prepaid postage, a copy of a summons and complaint served upon
me by the Sheriff of Montgomery County, Alabama, in a cause styled as follows:

Charles E. Floyd, Plaintiff

CASE NO. 10,586

in the Circuit Court of Baldwin County

VERSUS

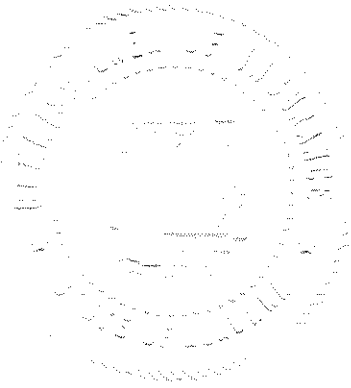
(Name of Court)

Connecticut General Life Insurance Company, Defendant

And that on the 11th day of September, 1972, I received
the return card showing receipt by the designated addressee of said envelope on
the _____ day of not shown, 1972.

Witness my hand and official seal this the 11th day of September,
1972.

John G. Bookout
COMMISSIONER OF INSURANCE



Note No. _____

Account No. 26198Dated NOV 4 1971

Soc. Sec. No. _____

\$ 1135.72

Tax Ident. No. _____

For value received, I/We jointly and severally, promise to pay to the Scott Southern Division Employee's Credit Union, or order, the sum of Eleven Hundred Thirty five and 72/100 Dollars, with interest on the unpaid balance at the rate of one per cent per month, payable in installments of \$113.57 Dollars each; the first payment to be made on 11/30/71, and the same amount every month thereafter until the full amount has been paid. Said installments shall be payable at Scott Southern Division Employee's Credit Union.

As further security for the payment of this debt and any other indebtedness of the undersigned to the payee, I/We hereby pledge, assign, bargain, sell and convey unto the payee all paid shares and payments on shares which I/We now have or hereafter may have in this Credit Union, and I/We do hereby authorize this Credit Union to apply any or all such paid shares and payments on shares to the payment of said indebtedness now owing or which may hereafter accrue.

It is further agreed that if I/We shall fail to pay any installments on the loan when due, unless excused therefrom for cause by the Board of Directors of this Credit Union, I/We promise to pay a fine in accordance with the terms of the Bylaws of this Credit Union.

In case of any default in payments as herein agreed, the entire balance of this note shall become immediately due and payable, at the option of the holder.

Each party to this note, whether as maker, endorser or guarantor, severally waives presentment for payment, demand, protests and notice of protests and dishonor of the same. The makers, endorsers and guarantors of this note agree to pay all costs of collections whether incurred by suit or otherwise, including a reasonable attorney's fee which shall in no event be less than ten dollars.

Each of us, whether principal, surety, guarantor, endorser or other party hereto, hereby severally waives and renounces, each for himself, any and all homestead or exemption rights either of us may have under or by virtue of the constitution or laws of Alabama, any other state, or the United States, as against this debt or any renewal thereof; and the undersigned hereby agree that time of payment may be extended without notice to them of such extension.

It is understood and agreed by each person whose name is signed hereunder that we signed this note without condition, reservation or representation as to any other person having signed the same, or that any other person or persons shall sign the same, as maker, or endorser, and without any reservation or condition as to delivery, execution or otherwise.

Witness my/our hand and seal the day and year first above written.

SIGNATURE OF WITNESS

SIGNATURE OF MAKER AND COMAKERS

PAYROLL NO. _____

ADDRESS _____

[Signature]

[Signature: Murray Bryant, Jr.] (L.S.)

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