

LARRY L. JACOBSON and MARY T.
JACOBSON

PLAINTIFFS

VS

THE TRAVELERS INDEMNITY COMPANY
A stock insurance company

DEFENDANT

Ø IN THE CIRCUIT COURT OF
Ø BALDWIN COUNTY, ALABAMA
Ø AT LAW

Ø

Ø

Ø

CASE NO: 10,598

COUNT I.

Plaintiffs claim of the Defendant the sum of THIRTY-ONE THOUSAND AND NO/100 (\$31,000.00) DOLLARS, due them on a policy of insurance whereby the Defendant on, to-wit, February 11, 1971, insured the dwelling of the Plaintiffs located at 1704 Clark Avenue, Bay Minette, Alabama, which policy of insurance was subsequently endorsed by the Defendant insuring the Plaintiffs on April 7, 1972, and in said policy the Defendant insured said dwelling, for the loss thereof, in the event said dwelling was destroyed by fire. Plaintiffs aver that said dwelling insured by the Defendant was totally destroyed by a fire on, to-wit, July 11, 1972, and before default in payment of any premiums due under said policy, and although the Plaintiffs have furnished due proof to the Defendant, in accordance with said policy of insurance, yet the Defendant has failed to pay to the Plaintiffs the value of said dwelling, in accordance with the insurance policy issued by the Defendant. The Plaintiffs claim punitive damages of the Defendant.

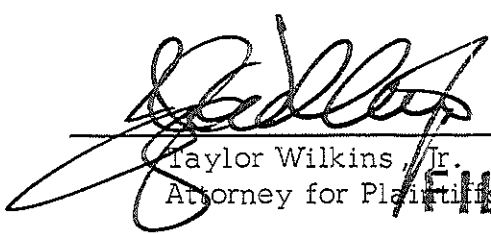
COUNT II.

Plaintiffs claim of the Defendant the sum of TWENTY THOUSAND AND
Handwritten: 15,500.00
~~NO/100 (\$20,000.00)~~ DOLLARS, due them on a policy of insurance whereby the Defendant on, to-wit, February 11, 1971, insured the dwelling of the Plaintiffs located at 1704 Clark Avenue, Bay Minette, Alabama, which policy of insurance was subsequently endorsed by the Defendant insuring the Plaintiffs on April 7,

1972, and in said policy the Defendant insured the unscheduled personal property located in said dwelling, for the loss thereof, in the event said unscheduled personal property was destroyed by fire. Plaintiffs aver that the unscheduled personal property located in said dwelling and insured by the Defendant was totally destroyed by fire on, to-wit, July 11, 1972, and before default in payment of any premiums due under said policy, and although the Plaintiffs have furnished due proof to the Defendant in accordance with the terms of said policy of insurance, yet the Defendant has failed to pay to the Plaintiffs for their loss of the unscheduled personal property in accordance with the insurance policy issued by the Defendant. The Plaintiffs claim punitive damages of the Defendant.

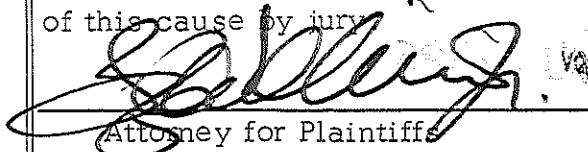
COUNT III.

Plaintiffs claim of the Defendant the sum of SIX THOUSAND TWO HUNDRED AND no/100 (\$6,200.00) DOLLARS, due them on a policy of insurance whereby the Defendant on, to-wit, February 11, 1971, insured the dwelling of the Plaintiffs located at 1704 Clark Avenue, Bay Minette, Alabama, which policy of insurance was subsequently endorsed by the Defendant on April 7, 1972, and in said policy of insurance insured the Plaintiffs for additional living expenses should said dwelling become untenable. Plaintiffs aver that said dwelling was totally destroyed by fire on, to-wit, July 11, 1972, thereby causing the insured premises and dwelling to become untenable, and before default in payment of any premiums due under said policy, and although the Plaintiffs have furnished due proof to the Defendant in accordance with said policy of insurance, yet the Defendant has failed to pay to the Plaintiffs additional living expenses, in accordance with the insurance policy issued by the Defendant. The Plaintiffs claim punitive damages of the Defendant.


Taylor Wilkins Jr.
Attorney for Plaintiffs

FILED

Plaintiffs respectfully demand a trial
of this cause by jury


Attorney for Plaintiffs

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SEP 1 1972

ELNICE B. BLACKMON CIRCUIT
CLERK

- th
 #1, We thJURY FIND FOR THE PLAINTIFFS \$28,000.00
 UNDER COURT # ONE AND ASSESS THEIR DAMAGES AT
 #2, We thJURY FIND FOR THE PLAINTIFFS \$15,500.00
 UNDER COURT # TWO AND ASSESS THEIR DAMAGES AT
 #3, We thJURY FIND FOR THE PLAINTIFFS \$ 3,500.00
 UNDER COURT # THREE AND ASSESS THEIR DAMAGES AT

By Foreman:
 Ray J. Jones

WE, THE JURY FIND FOR

COUNT III.

031

98 1 033

70 VOL

70 PAGE 325

SUMMONS AND COMPLAINT

MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 21

TERM. 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon THE TRAVELERS INDEMNITY COMPANY

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

The Travelers Indemnity Company Defendant

by Larry L. Jacobson and Mary T. Jacobson

Plaintiff

witness my hand this 1st day of September 1972

Ernest B. Blackman Clerk

STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

LARRY L. JACOBSON AND MARY T.

JACOBSON

Plaintiffs

VS.

TRAVELERS INDEMNITY COMPANY

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

SEP 1 1972

Clerk

EUNICE B. BLACKMON

CIRCUIT
CLERK

RECEIVED

SEP 15 1972

TAYLOR WILKINS

Taylor Wilkins, Jr.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Mr. John Bookout
Superintendent of Insurance

Montgomery, Alabama

Received In Office

SEP 7 1972

M. S. BUTLER, Sheriff

19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Executed by serving 2 copies of

the within copy

Superintendent

of Insurance, State of Alabama

This The 11 day of Sept 1972

Sheriff of Montgomery County

M. S. Butler

By Mc Math

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 Sheriff

process(es) or a total of 250 Deputy Sheriff

Mc Math
Deputy Sheriff

LARRY L. JACOBSON and
MARY T. JACOBSON,

Plaintiffs,

vs.

THE TRAVELERS INDEMNITY
COMPANY, a stock insurance
company,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW CASE NO. 10,590

Now comes the Defendant in the above-styled cause and
moves the Court, separately and severally, to strike from
each count of the Complaint in said cause the following:

"The Plaintiffs claim punitive damages of the
Defendant."

As grounds for said motion, the Defendant assigns,
separately and severally, the following:

1. For that said allegations cause the Complaint to be
unnecessarily prolix.
2. For that said allegations are irrelevant.
3. For that said allegations are frivolous.
4. For that said allegations are unnecessarily repeated.
5. For that the allegations of the Complaint do not
support an award of punitive damages.
6. For that there is no allegation of any action or
inaction on the part of the Defendant which would justify the
inposition of punitive damages.

JOHNSTONE, ADAMS, MAY, HOWARD & HILL

BY

Alfred R. Howard
Attorneys for Defendant

P. O. Box 1988

Mobile, Alabama 36601

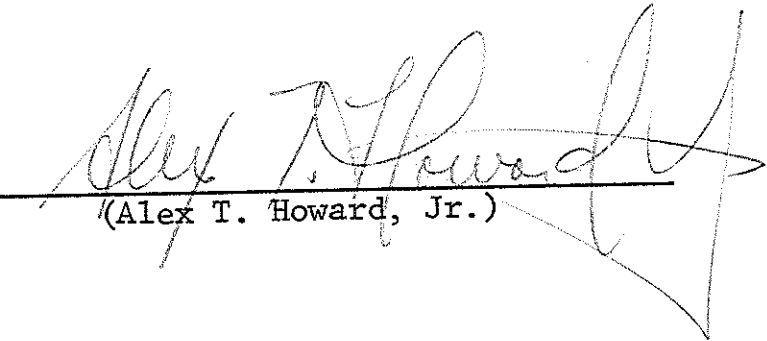
FILED

SEP 28 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

CERTIFICATE OF SERVICE

I, Alex T. Howard, Jr., one of the attorneys for the Defendant in the above-styled cause, hereby certify that I have served a copy of the above and foregoing motion upon Mr. Taylor Wilkins, attorney for the Plaintiffs in said cause, by mailing a copy of same to him by First Class United States Mail, properly addressed and with postage prepaid on this 27th day of September, 1972.



(Alex T. Howard, Jr.)

FILED

SEP 28 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

9. From aught that appears the policy of insurance referred to in the Complaint was not in force at the time of the alleged fire referred to therein.

10. For that there is no allegation as to the term of the policy of insurance referred to in the Complaint.

11. From aught that appears the Defendant had no notice of the alleged fire referred to in the Complaint.

12. For that the Defendant is not sufficiently advised of the provisions of the policy of insurance referred to in the Complaint.

13. From aught that appears there was no consideration for the contract of insurance referred to in the Complaint.

14. For that the Complaint is not in Code form and the allegations of the Complaint do not establish any duty owed by the Defendant to the Plaintiffs.

15. For that the Complaint is not in Code form and the allegations of the Complaint do not establish any breach of any duty owed by the Defendant to the Plaintiffs.

JOHNSTONE, ADAMS, MAY, HOWARD & HILL

BY Alex T. Howard, Jr.
Attorneys for Defendant
P. O. Box 1988
Mobile, Alabama 36601

CERTIFICATE OF SERVICE

I, Alex T. Howard, Jr., one of the attorneys for the Defendant in the above-styled cause, hereby certify that I have served a copy of the above and foregoing Demurrer upon Mr. Taylor Wilkins, attorney for the Plaintiffs in said cause, by mailing a copy of same to him by First Class United States Mail, properly addressed and with postage prepaid on this 27th day of September, 1972.

FILED

SEP 28 1972

EUNICE B. BLACKMON
CIRCUIT
CLERK

VOL

70 PAGE 330

LARRY L. JACOBSON and
MARY T. JACOBSON

Plaintiffs

VS

THE TRAVELERS INDEMNITY COMPANY,
a stock insurance company

Defendant

(IN THE CIRCUIT COURT OF
(
(
(BALDWIN COUNTY, ALABAMA
(

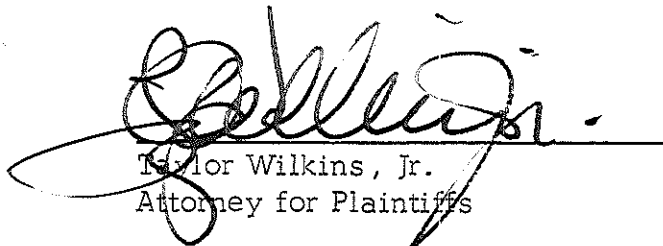
(AT LAW
(

(CASE NO: 10,590
(

Come now the Plaintiffs in the above styled cause and strikes therefrom the following allegation: contained in each count of the Plaintiffs' bill of complaint:

"The Plaintiffs claim punitive damages of the Defendant."

The Plaintiffs hereby adopt and ratify all other allegations contained in each count of their bill of complaint, separately and severally, heretofore filed.


Taylor Wilkins, Jr.
Attorney for Plaintiffs

I, the undersigned, Taylor Wilkins, Jr., do hereby certify that I have on this 20th day of February, 1973, forwarded a true and exact copy of the foregoing pleading to Mr. Alex T. Howard, Jr., attorney at Law, Mobile, Alabama, attorney of record for the Defendant, by mailing the same in the United States Post Office, properly addressed, with postage paid thereon.

FILED

FEB 20 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

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STATE OF ALABAMA
DEPARTMENT OF INSURANCE

I, the undersigned, as Commissioner of Insurance for the State of Alabama,
hereby certify that on the 11th day of September, 1972, I
sent by registered mail in an envelope as follows:

Travelers Indemnity Company
One Tower Square
Hartford, Connecticut 06115

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:

Larry L. Jacobson and Mary T. Jacobson, Plaintiff

CASE NO. 10,590

in the Circuit Court of Baldwin County


VERSUS

(Name of Court)

Travelers Indemnity Company, Defendant

And that on the 20th 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 22nd day of September,
1972.


COMMISSIONER OF INSURANCE

FILED

SEP 25 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

LARRY L. JACOBSON and
 MARY T. JACOBSON,

 Plaintiffs.

 vs.

 THE TRAVELERS INDEMNITY
 COMPANY, a stock insurance
 company,

 Defendant

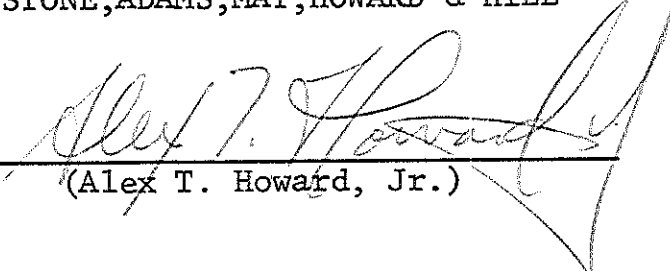
)
)
)
) IN THE CIRCUIT COURT OF
)
)
) BALDWIN COUNTY, ALABAMA
)
) AT LAW CASE NO. 10,590
)
)
)

MOTION TO WITHDRAW AS COUNSEL

Now comes the law firm of Johnstone, Adams, May, Howard and Hill and shows unto the Court that the Honorable J. Connor Owens, a practicing attorney in Baldwin County, Alabama, has entered his appearance for the Defendant in the above case.

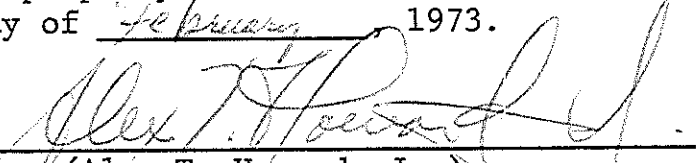
WHEREFORE, said law firm of Johnstone, Adams, May, Howard and Hill respectfully moves the Court for permission to withdraw as attorneys of record for the Defendant in this case.

JOHNSTONE, ADAMS, MAY, HOWARD & HILL

BY 
 (Alex T. Howard, Jr.)

CERTIFICATE

I, Alex T. Howard, Jr., hereby certify that I have served copies of the above and foregoing upon Mr. Taylor Wilkins, Jr., attorney for the Plaintiff in the above-styled cause, and Mr. J. Connor Owens, attorney for the Defendant in said cause, by mailing a copy of same to each of them by First Class United States Mail, properly addressed and with postage prepaid on this 28 day of February, 1973.


 (Alex T. Howard, Jr.)

FILED

MAR 5 1973

LARRY L. JACOBSON and MARY T. JACOBSON,)	IN THE CIRCUIT COURT OF
)	
Plaintiffs,)	BALDWIN COUNTY, ALABAMA
)	
vs.)	
)	AT LAW. NO. 10,590.
THE TRAVELERS INDEMNITY COMPANY, a stock insurance company,)	
)	
Defendant.)	

ORDER:

This cause coming on to be heard on the motion of the law firm of Johnstone, Adams, May, Howard and Hill, to withdraw as attorneys of record for the Defendant in the above styled cause, and the same having been considered by the Court, it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that said motion be, and the same is hereby granted and that the firm of Johnstone, Adams, May, Howard and Hill are hereby removed as attorneys of record for the Defendant in this cause.

DONE this 21st day of March, 1973.

James M. Mascher
Circuit Judge.

FILED

MAR 21 1973

EUNICE B. BLACKMON CIRCUIT CLERK

LARRY L. JACOBSON and MARY T. JACOBSON,)

Plaintiffs,)

vs.)

THE TRAVELERS INDEMNITY COMPANY,)
A stock insurance company,)

Defendant.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW. NO. 10,590.

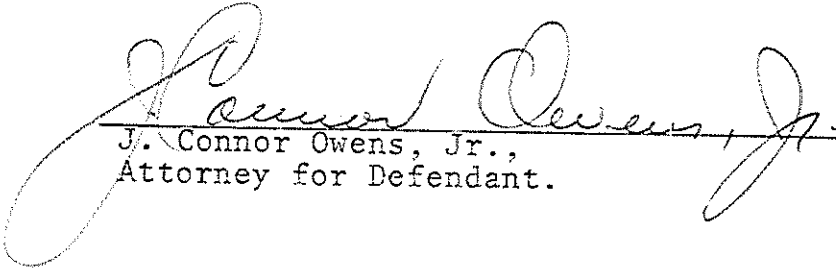
NOTICE OF DEPOSITIONS:

TO: MR. TAYLOR WILKINS, JR.,
Attorney at Law
Bay Minette, Alabama

You are hereby notified that the Defendant, The Travelers Indemnity Company, will take the deposition of DR. JOSEPH A. MAHONEY and MR. J. A. WURST, in the Law Library of the Baldwin County Court House, Bay Minette, Alabama, on Monday, April 2, 1973, at the hour of 1:00 o'clock P. M., before Mrs. Louise Dusenbury, or before some other officer authorized by law to take depositions.

The depositions are to be taken in accordance with and pursuant to Act No. 375 of the Alabama Legislature of 1955, as amended, and will continue from day to day until the completion of the same, and you are invited to attend and examine the deponents.

DATED this 20th day of March, 1973.


J. Connor Owens, Jr.,
Attorney for Defendant.

I, the undersigned, attorney of record for the defendant in the foregoing cause, do hereby certify that I have caused a copy of the foregoing notice to be served on Taylor Wilkins, Jr., the attorney of record for the plaintiffs in said cause, by depositing the same in the United States Mail, properly addressed, with postage prepaid, this 20th day of March, 1973.

FILED

MAR 21 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

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LARRY L. JACOBSON and MARY T. JACOBSON,)	IN THE CIRCUIT COURT OF
)	
Plaintiffs,)	BALDWIN COUNTY, ALABAMA
vs.)	
THE TRAVELERS INDEMNITY COMPANY,)	AT LAW. NO. 10,590.
a stock insurance company,)	
Defendant.)	

ANSWER:

Now comes the Defendant in the above styled cause and for answer to the complaint filed in this cause, and to each count thereof, separately and severally, says as follows:

1. Not guilty.
2. The allegations of the complaint are untrue.

3. Defendant further alleges that the policy of insurance issued upon the property of the Plaintiffs, by the Defendant, contains the following provision:

"The Travelers shall not be liable for the loss occurring while the hazard is increased by any means within the control or knowledge of the Named Insured, except as otherwise provided herein; however, the insurance shall not be prejudiced by any act or neglect of any person (other than Named Insured) when such act or neglect is not within the control of the Named Insured".

Defendant further alleges that the Named Insured, Larry L. Jacobson, while acting as a contractor in the reconstruction of the premises insured herein, did employ as his agent, servant or employee, parties who negligently failed to cap-off gas lines while acting under the direction and control of the said Named Insured, Larry L. Jacobson, in violation of the building codes then applicable and as a proximate consequence of the negligence of the employee of the Named Insured, whole acting within the direction and control of the Named Insured, the premises were destroyed, hence the Plaintiffs should not recover.

4. The Defendant further alleges that the policy of insurance issued by the Defendant upon property of the Plaintiffs, contains the following provision:

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 JAMES D. BLACKMON CIRCUIT CLERK

"Except as herein provided, the extent of Traveler's liability is limited to the actual cash value at the time of loss, not to exceed the applicable limit and not to exceed the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business, nor in any event for more than the interest of Named Insured".

Defendant further alleges that the sum sued for is in excess of the actual cash value of the property at the time of loss.

5. Defendant alleges that the policy of insurance issued upon the property of the Plaintiffs by the Defendant contains the following provision:

"This Company shall not be liable for loss by fire or other peril insured against in this policy caused, directly or indirectly, by neglect of the insured to use all reasonable means to save and preserve the property at and after a loss".

Defendant further alleges that Plaintiffs in this cause failed to use all reasonable means to save and preserve the property at and after a loss, hence they should not recover.

6. Defendant further alleges that the policy of insurance issued by the Defendant upon the property of the Plaintiffs, contains the following provision:

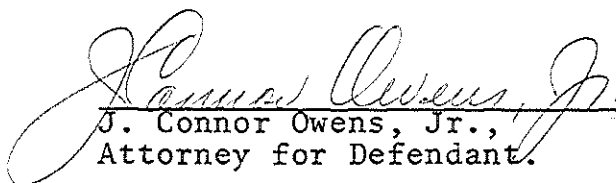
"The Travelers shall not be liable for the loss occurring while the hazard is increased by any means within the control of Named Insured. . ."

Defendant further alleges that the hazard to the property was increased by means within the control of the named insured, Larry L. Jacobson, hence the Plaintiffs should not recover.

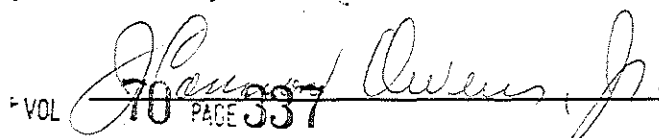
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MAR 23 1973

UNICE B. BLACKMON
CIRCUIT
CLERK


J. Connor Owens, Jr.,
Attorney for Defendant.

The undersigned, Attorney of Record for the Defendant in the foregoing cause, do hereby certify that I have caused a copy of the foregoing Answer to be served on the Attorney of Record for the Plaintiffs in said cause, Taylor Wilkins, Jr., by placing the same in the United States Mail, properly addressed with postage prepaid, this 22nd day of March, 1973.

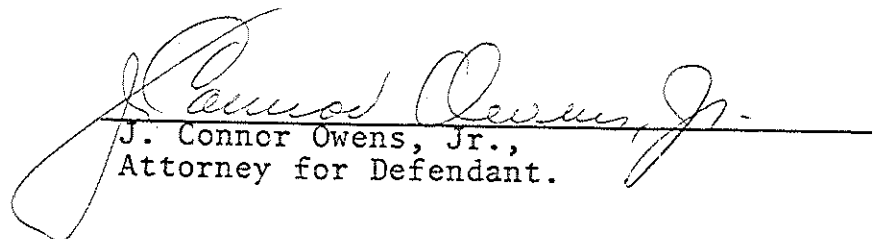

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LARRY L. JACOBSON and MARY T. JACOBSON,)	
)	IN THE CIRCUIT COURT OF
Plaintiffs,)	
vs.)	BALDWIN COUNTY, ALABAMA
)	
THE TRAVELERS INDEMNITY COMPANY,)	AT LAW. NO. 10,590.
a stock insurance company,)	
Defendant.)	

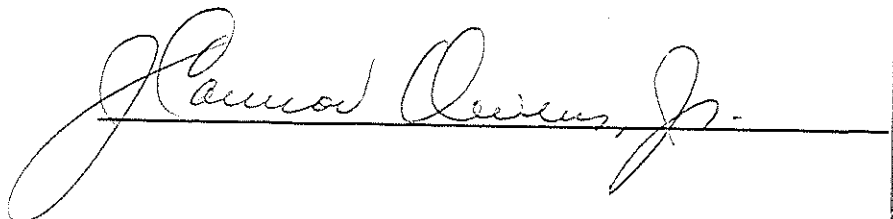
AMENDED ANSWER:

Now comes the Defendant in the above styled cause and amends its answer to the complaint heretofore filed in said cause, and to each count thereof, separately and severally, by adding the following:

7. Defendant further alleges that the Plaintiff, Larry L. Jacobson, willfully burned, or willfully and knowingly caused to be burned, the insured property, the recovery for which is made the basis of this action, hence the Plaintiffs should not recover.


J. Connor Owens, Jr.,
Attorney for Defendant.

The undersigned, Attorney of Record for the Defendant in the foregoing cause, do hereby certify that I have caused a copy of the foregoing Amended Answer to be served on Taylor Wilkins, Jr., the Attorney of Record for the Plaintiffs in said cause, by placing the same in the United States Mail, properly addressed, with postage prepaid, this 9th day of April, 1973.



FILED

APR 9 1973

EUNICE B. BLACKMON CIRCUIT CLERK

LARRY L. JACOBSON and
MARY T. JACOBSON,

Plaintiffs,

VS.

THE TRAVELERS INDEMNITY
COMPANY, a stock insurance
company,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 10,590

APPEARANCE

Comes now the undersigned, E. E. Ball, Attorney at Law
and files this his appearance as an attorney for the Plaintiffs
in the above styled cause.

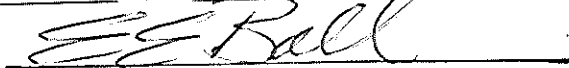


E. E. BALL,
Attorney at Law

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the above and
foregoing pleading upon counsel for the opposing party by ^{mailing} ~~mailing~~
a copy thereof to him, ~~postage pre-paid and properly addressed to~~
his office in BAY MINETTE, Alabama.

This 12 day of APRIL 19 73



Filed
4-12-73

Ernie B. Blackman
Circuit Clerk

JOHNSTONE, ADAMS, MAY, HOWARD AND HILL

ATTORNEYS AT LAW

NINTH FLOOR MERCHANTS NATIONAL BANK BUILDING

POST OFFICE BOX 1988

MOBILE, ALABAMA 36601

TELEPHONE 432-7683
AREA CODE 205

C. A. L. JOHNSTONE, JR.
R. F. ADAMS
JAMES L. MAY, JR.
ALEX T. HOWARD, JR.
J. JEPHTHA 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. MANNAN

September 27, 1972

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

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

Re: Larry L. Jacobson and Mary T. Jacobson v.
The Travelers Indemnity Company, Circuit
Court, Baldwin County, Ala., No. 10,590

Dear Mrs. Blackmon:

Enclosed are a Motion to Strike and a Demurrer to be filed on behalf of the Defendant in the above case. Please file the Motion to Strike first and then file the Demurrer, but, of course, the Motion to Strike and the Demurrer should be filed on the day you receive same.

Thank you for your kind attention to the above and I would greatly appreciate it if you would send me the schedule of Judge Mashburn's civil motion docket.

Yours very truly,


Alex T. Howard, Jr.

ATHjr:djl
Enc.

cc: Mr. Taylor Wilkins

Jacobson us

1. Sims, Joel A., Farmer, Rabon, Alabama *p7*
2. Slaughter, Wm. E., V-Pres Bacon McMillan, Pensaw, Star Rt. A Stockton *D1 Travelers Indemnity*
3. Leigh, Calvin D., Agt. Life of Georgia Ins., 361 Gaston Av. Fairhope
4. Kant, Wm. A., Supvr. Eastwood Nealy, 5 Ringer Rd. Spanish Fort, Bay Minette
5. Chandler, Al., Jr., Slmn. Baldwin Times, Silverhill, Bay Minette
6. Burt, Joyce, Housewife, Rt. 2 Box 20, Bay Minette *D4*
7. Gilbert, B. B., County Garage Mechanic, 104 W. Magnolia St. Bay Minette *D7*
8. Bell, Bennie, Farmer, Rt. 1 Perdido, Alabama
9. Bates, Charles L., Jr., Acct. Bittner Ind. 33 Caisson Trace, Spanish Fort *D5*
10. Hartley, Dewey L., Kaiser Almn. 1900 McMillan, Bay Minette
11. Munnerlyn, Elmer, Laborer, Star Rt. A Stockton, Alabama
12. Robinson, Harold C., Electn. Scott Paper Co. 100 Berglin St. Fairhope, Mobile
13. Poser, Walter L., Mgr. Poser Printing Co. 451 Boone La. Fairhope *p10 p6*
14. Quinley, Nora G., Smstrs. Bay Slacks 206 N. White Av. Bay Minette
15. Ponder, Jack, Plumbing Contr. Box 96, Fairhope *D3*
16. Bryars, Ewing E., Mobile Reserve Fleet, 207 Clay St. Bay Minette
17. Burden, Douglas, Survey Tech E Hope Title & Survey, Montrose, Fairhope
18. Bryant, Prentis, Laborer Newport Ind., 807 Daphne Rd. Bay Minette
19. Corbett, Howard Dan Leigh, Kaiser Plant, 403 Moran St. Bay Minette
20. Simmons, Kenneth J., Exec. Pilot Cont Mtrs. 125 Confederate Dr. Spanish Fort, Mobile
21. Webb, Elroy, Eng. Ala. St. Dock, 203 Spanish Main St. Spanish Fort, Mobile
22. White, Harold A., Hales M.F. Co. Box 137 Foley, *p3*
23. Payne, Maxwell W., Housewife, 1601 Armstrong Av. Bay Minette
24. Brabner, Martin J., Jr., South Central Bell, Rt. 2 Bay Minette, Mobile
25. Sanks, Sarah, Clk. Tax Assoc. 607 Moog Av. Bay Minette
26. Luther, Francis, Jr., Kaiser Almn., 1104 N. White Av. Bay Minette *D2*
27. Wilson, A. Robert, Wilson's Pure Station, Wilson Dr. Spanish Fort,
28. Ward, John E., Tech. Int. Paper Co., 121 Spanish Main St. Spanish Fort, Mobile
29. Childs, Jack F., Dept. Supt Warrior & Gulf Navigation, 131 Pineridge Rd. Daphne *p8*
30. Barnett, John E., St. Regis Paper Co., Rt. 4 Box 180 B Cantonment, Fla. Bay Minette
31. Moore, Byrd, III, Engineer, 151 Blue Island Ave. Fairhope *p9*
32. Watts, Evelyn, Clerk, Bay Minette
33. Bryars, Dollie, Clerk, Bay Minette *p1*
34. Brown, Hilary, Retired, Bay Minette
35. Dean, Marvin A., Newport, Bay Minette
36. Hall, Orgin, Bay Minette *p4*
37. Reid, Bernice, Bookkeeping, Bay Minette *p5*
38. Bateman, Dorothy J., Housewife 890 S. White Av. Bay Minette *D8*
39. Corley, Roy C., Kaiser Almn. (Mach), 18 Boulter Av. Bay Minette
40. Dent, Ann S., Bus Station, 10 S. Church St. Fairhope *D9*
41. Garner, Howard, Jr., Chemstrand, 808 Mixon Av. Bay Minette, Pensacola *p2*
42. Gibson, Ray G., Civil Eng. St. Hwy Dept. 606 Bellangee Av. Fairhope
43. Perron, Doreen B., Baldwin Tax Assessor, 1800 Armstrong Av. Bay Minette
44. Johnson, Jimmy Lee, Laborer, Star Rt. A Stockton
45. Lamar, Mark, Jr., Standard Furn. Co. 901 Brownwood Av. Bay Minette
46. Wright, Justice D., Forester US Steel, 103 W. 11th St. Bay Minette *D6*

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D XXXXX XXXX/

J. CONNOR OWENS, JR.
ATTORNEY AT LAW
DAHLBERG BUILDING
P. O. BOX 729
BAY MINETTE, ALABAMA 36507

TELEPHONE NO. 937-4661

February 7, 1973

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

Subject: Larry Jacobson and Mary Jacobson vs.
Travelers Insurance Company

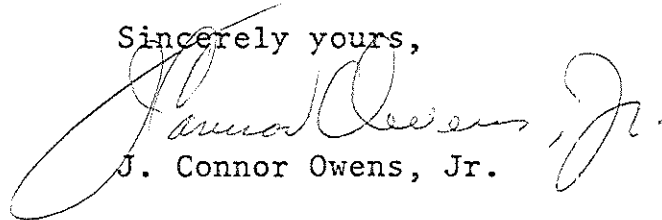
10,590

Dear Eunice:

I would appreciate it very much if you would
please enter my name on the docket as attorney for
the defendant, Travelers Insurance Company, in the
above styled matter.

Thank you for your consideration in this
matter.

Sincerely yours,



J. Connor Owens, Jr.

JCO:am

Sub D. T. to J. A. Ward 3-21-72
" Mr. Joseph A. Mahoney -