

SARAH L. BERTOLLA,	:	IN THE CIRCUIT COURT OF
Plaintiff,	:	
VS:	:	BALDWIN COUNTY, ALABAMA
THE ALABAMA FARM BUREAU	:	AT LAW
MUTUAL INSURANCE CO., INC.,	:	
ET ALS,	:	
Defendants	:	CASE NO. <u>10.621</u>

Comes now the defendant, Alabama Farm Bureau Mutual Insurance Company, Inc., in the above styled cause, and demurs to the plaintiff's complaint heretofore filed and each count thereof, separately and severally, and assigns the following separate and several grounds, separately and severally:

1. The allegations thereof are insufficient to state a cause of action against the defendant on which relief can be granted.
2. The allegations thereof do not state a cause of action against the defendant.
3. The allegations thereof are vague, uncertain and indefinite.
4. The allegations thereof are so vague, uncertain, and indefinite that the defendant is not sufficiently apprised of what it is called upon to defend against in this cause.
5. The allegations thereof are mere conclusions of the pleader unsupported by sufficient averment of fact.
6. For that the allegations thereof are insufficient to show as a matter of law that there was any legal duty owing by the defendant to the plaintiff at the time and with respect to the matters complained of therein.
7. For that the allegations in count one fail to allege the misrepresentation of material fact and for aught appearing there was no misrepresentation of material fact and hence said count fails to state a cause of action against the defendant.

8. For that the allegations of count one fail to allege a misrepresentation made by the defendant willfully to deceive or recklessly without knowledge or misrepresentations made by mistake innocently by the defendant, and for aught appearing therein there were no misrepresentations made willfully to deceive or recklessly without knowledge or by mistake and innocently and acted upon by the opposite party and hence fails to state a cause of action against the defendant.

9. For that the allegations in count one fail to show a legal duty owing by the defendant to the plaintiff with respect to the matters complained of in said count.

10. For that the allegations of count one fail to show the defendant was legally obligated to pay any sums on behalf of Paul Childress, Sr., the insured, and for aught appearing therein there was no legal obligation to pay any sums which Paul Childress, Sr. would have become legally obligated to pay at the time and with respect to the matters complained of in count one.

11. For that the allegations in count one fail to show that plaintiff would have acted any differently if the alleged representations had not been made and for aught appearing therein plaintiff would not have acted any differently.

12. For that said count one fails to allege a "misrepresentation" and fails to allege a "misrepresentation" acted upon by the plaintiff and from aught appearing therein there was no misrepresentation made by the defendant.

13. For that count two fails to show a legal duty owing by the defendant to the plaintiff.

14. For that count two fails to allege a legal obligation on the part of the insured, Paul Childress, Sr. which would obligate the defendant at the time and with reference

to the matters complained of in the plaintiff's complaint; and for aught appearing therein there was no legal obligation owing by the insured, Paul Childress, Sr., obligating the defendant to the plaintiff.

15. For that the allegation in count two that the defendant "recognized the validity of the plaintiff's claim against her father's estate" is a mere conclusion of the pleader unsupported by sufficient averment of fact.

16. For that the allegations of count two fail to show that any alleged representations were misrepresentations of the material fact and acted upon by the plaintiff to her detriment.

17. For that the allegations in count two alleging that the defendant "was contractually bound to defend the estate of her father and pay damages for personal injuries arising from her claim" is a conclusion of the pleader unsupported by sufficient averment of fact.

18. For that the allegations of count two fail to sufficiently allege the plaintiff's claim against her father's estate and fail to allege a legal duty owing by the defendant to the plaintiff concerning said alleged claim.

19. For that count two fails to allege that the plaintiff would have acted any differently than she did had the alleged representations of defendant not been made.

20. For that the allegations in count three fail to show a legal duty owing by the defendant to the plaintiff.

21. For that the allegations of count three fail to show that the defendant's insured was legally obligated to pay any sums thereby obligating the defendant in any way to the plaintiff.

22. For that the allegations of count three fail to allege that the defendant did not exercise its contractual

responsibilities to its insured.

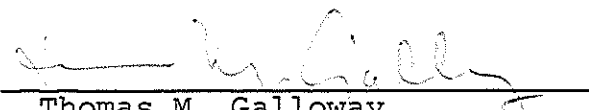
23. For that the allegations of count three that the defendant "recognized the validity of the plaintiff's claim against her father's estate" is a conclusion of the pleader and completely unsupported by sufficient averment of fact.

24. For that the allegations of count three fail to show a misrepresentation of material facts acted upon by the plaintiff.

25. For that the allegations of count three fail to set forth when said alleged representations were made and for aught appearing therein they were not made at a time material to this law suit.

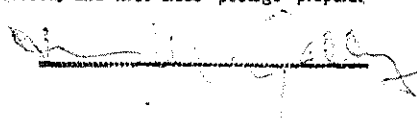
26. For that said count three failed to show that plaintiff would have acted differently had the alleged representations not been made by the defendant.

COLLINS, GALLOWAY & MURPHY

BY: 
Thomas M. Galloway
ATTORNEYS FOR ABOVE NAMED DEFENDANT

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 31
day of Oct, 1972, served a copy of
the foregoing pleading on counsel for all
parties to this proceeding by mailing the
same by United States Mail, properly ad-
dressed, and first class postage prepaid.



FILED

NOV 1 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

STATE OF ALABAMA

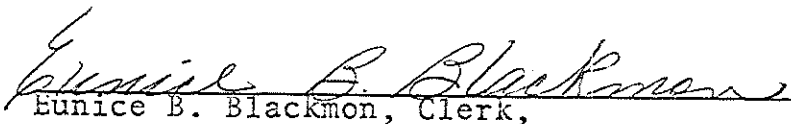
BALDWIN COUNTY

)
(
)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED to summon THE ALABAMA FARM BUREAU MUTUAL INSURANCE CO., INC.; THE DOE COMPANY, whose name to the Plaintiff is otherwise unknown, and whose true name, when ascertained, will be substituted by amendment, being that firm, corporation or association who was the insurer of Paul Childress, Sr., on the date and occasion of the accident set forth in this complaint, Defendants, 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, Alabama, by SARAH L. BERTOLLA, Plaintiff.

WITNESS my hand this 27th day of September, 1972.



Eunice B. Blackmon, Clerk,
Circuit Court of Baldwin County, Alabama.

Serve on Superintendent of Insurance
State of Alabama
Montgomery, Alabama.

FILED

SEP 27 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

SARAH L. BERTOLLA,

Plaintiff,

vs.

THE ALABAMA FARM BUREAU MUTUAL
INSURANCE CO., INC.; THE DOE
COMPANY, whose name to the
Plaintiff is otherwise unknown,
and whose true name, when as-
certained, will be substituted
by amendment, being that firm,
corporation or association
who was the insurer of Paul
Childress, Sr., on the date and
occasion of the accident set
forth in this complaint,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

10,621

COUNT ONE:

The Plaintiff claims of the Defendants the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), as damages for that heretofore on, to-wit, the 18th day of October, 1970, while the Plaintiff was operating a motor vehicle along a public highway in Baldwin County, Alabama, at or near, to-wit, a point 3.5 miles North of the City limits of the Town of Robertsedale, on County Road No. 65, Paul Childress, Sr., who was the Plaintiff's father, so negligently ran a motor vehicle against the automobile which the Plaintiff was then and there operating, and as a consequence, the Plaintiff was injured and damaged as follows: her face was lacerated and otherwise injured; her hand was broken; she was bruised and contused about her shoulders, jaws, breasts, face and other parts of her body; she suffered a close fracture on both bones of the right ankle; she was permanently injured in her right ankle and she was permanently scarred on her face; she was made sick, sore and ill for a long period of time and was caused to suffer great physical pain; she was caused to lose time from her employment and was caused to lose remuneration therefor; her automobile was completely demolished; she was caused to incur expenses in and about procuring doctors, medicines and medical care, aid and attention in and about her efforts to heal and cure said wounds and injuries;

Plaintiff alleges that at the time of the accident set forth that Paul Childress, Sr., was the named insured in a policy of liability insurance issued by The Alabama Farm Bureau Mutual Insurance Co., Inc. in and by the terms of which said policy the said The Alabama Farm Bureau Mutual Insurance Co., Inc., was bound to defend and pay all sums which the said Paul Childress, Sr., the insured, would have become legally obligated to pay, not exceeding the policy limits, on account of the use of the motor vehicle operated by him at the time of the accident described hereinabove; that after the discharge of the Plaintiff from the hospital, she was taken to the Robertsdale Office of said The Alabama Farm Bureau Mutual Insurance Co., Inc.; that during the time of her said hospitalization, the Last Will and Testament of the said Paul Childress, Sr., was probated and that Letters Testamentary were issued to her brothers, John Childress and Aaron Childress, as Executors of the Last Will and Testament of Paul Childress, Sr., and that her said brothers, John Childress and Aaron Childress, as Executors, had called upon The Alabama Farm Bureau Mutual Insurance Co., Inc., to exercise its contractual responsibility set forth in the said policy of insurance; that on or about November 6, 1970, the said The Alabama Farm Bureau Mutual Insurance Co., Inc., recognized the validity of the Plaintiff's claim against her father's Estate and on November 6, 1970, tendered to the Plaintiff herein the sum of \$1900.00 for the loss of her motor vehicle; Plaintiff further alleges that additional payments were made by the Defendant, The Alabama Farm Bureau Mutual Insurance Co., Inc., acting by and through its agent, servant or employee, Robert Anderton, while acting within the line and scope of his employment on December 9, 1970, February 15, 1971, and April 23, 1971; Plaintiff further alleges that during said period of time mentioned herein, the said Robert Anderton, while acting as the agent, servant or employee of the said The Alabama Farm Bureau Mutual Insurance Co., Inc., acting within the line and scope of his employment, did represent to the Plaintiff that the

damages suffered by her arising out of her accident with her father, would be paid by The Alabama Farm Bureau Mutual Insurance Co., Inc., upon the completion of final determination by the doctors of her disabilities and Plaintiff alleges that she relied in good faith upon the representations of the said Robert Anderton, knowing that the said Robert Anderton had the knowledge and experience of an expert and knowing that the employer of the said Robert Anderton, The Alabama Farm Bureau Mutual Insurance Co., Inc., was contractually bound to defend the Estate of her father and to pay damages for personal injuries arising from her claim; that as a result of the representations so made and the reliance by the Plaintiff upon the said representations that said claim would be paid, the Plaintiff did not file a formal claim against the Estate of her father as required by law; Plaintiff further alleges that on or about October 18, 1971, final medical records were obtained from doctors of permanent disabilities suffered by the Plaintiff and that said records were submitted to the Defendants herein, together with a demand for payment, and that the Defendants herein refused any payment; Plaintiff further alleges that it was necessary that she file suit in the Circuit Court of Baldwin County, Alabama, and the Defendants herein filed or set forth the statute of non-claim as provided for in Alabama Code, Title 61, Section 211, alleging that the suit filed by the Plaintiff was barred for failure to file a claim within the time required by law; Plaintiff further avers that her failure to file said claim as required by law was the direct and proximate result of the representations made by the Defendants herein while acting through their agent, servant or employee, Robert Anderton, while engaged in the line and scope of his employment; hence this suit.

COUNT TWO:

The Plaintiff claims of the Defendants the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), as damages for that hereto-

fore on, to-wit, the 18th day of October, 1970, while the Plaintiff was operating a motor vehicle along a public highway in Baldwin County, Alabama, at or near, to-wit, a point 3.5 miles North of the City limits of the Town of Robertsedale, on County Road No. 65, Paul Childress, Sr., who was the Plaintiff's father, so negligently ran a motor vehicle against the automobile which the Plaintiff was then and there operating, and as a consequence, the Plaintiff was injured and damaged as follows: her face was lacerated and otherwise injured; her hand was broken; she was bruised and contused about her shoulders, jaws, breasts, face and other parts of her body; she suffered a close fracture on both bones of the right ankle; she was permanently injured in her right ankle and she was permanently scarred on her face; she was made sick, sore and ill for a long period of time and was caused to suffer great physical pain; she was caused to lose time from her employment and was caused to lose remuneration therefor; her automobile was completely demolished; she was caused to incur expenses in and about procuring doctors, medicines and medical care, aid and attention in and about her efforts to heal and cure said wounds and injuries; Plaintiff alleges that at the time of the accident set forth that Paul Childress, Sr., was the named insured in a policy of liability insurance issued by The Alabama Farm Bureau Mutual Insurance Co., Inc., in and by the terms of which said policy the said The Alabama Farm Bureau Mutual Insurance Co., Inc., was bound to defend and pay all sums which the said Paul Childress, Sr., the insured, would have become legally obligated to pay, not exceeding the policy limits, on account of the use of the motor vehicle operated by him at the time of the accident described hereinabove; that after the discharge of the Plaintiff from the hospital she was taken to the Robertsedale Office of said The Alabama Farm Bureau Mutual Insurance Co., Inc.; that during the time of her said hospitalization, the Last Will and Testament of the said Paul Childress, Sr., was probated and that Letters Testamentary were issued to her brothers, John Childress and Aaron

Childress, as Executors of the Last Will and Testament of Paul Childress, Sr., and that her said brothers, John Childress and Aaron Childress, as Executors, had called upon The Alabama Farm Bureau Mutual Insurance Co., Inc., to exercise its contractual responsibility set forth in the said policy of insurance; that on or about November 6, 1970, the said The Alabama Farm Bureau Mutual Insurance Co., Inc., recognized the validity of the Plaintiff's claim against her father's Estate and on November 6, 1970, tendered to the Plaintiff herein the sum of \$1900.00 for the loss of her motor vehicle; Plaintiff further alleges that additional payments were made by the Defendant, The Alabama Farm Bureau Mutual Insurance Co., Inc., acting by and through its agent, servant or employee, Robert Anderton, while acting within the line and scope of his employment on December 9, 1970, February 15, 1971, and April 23, 1971; Plaintiff further alleges that during said period of time mentioned herein, the said Robert Anderton, while acting as the agent, servant or employee of the said The Alabama Farm Bureau Mutual Insurance Co., Inc., and while acting within the line and scope of his employment as such, did represent to the Plaintiff that the damages suffered by her arising from the accident with her father, would be paid upon the completion of the final determination by the doctors of her permanent disabilities and Plaintiff further alleges that said representations were recklessly made without knowledge and Plaintiff alleges that she relied in good faith upon said representations of the said Robert Anderton, knowing that the said Robert Anderton was the adjuster for the Defendants in this cause, and knowing that the employer of the said Robert Anderton, The Alabama Farm Bureau Mutual Insurance Co., Inc., was contractually bound to defend the Estate of her father, and pay damages for personal injuries arising from her claim; that as a result of the representations so made and the reliance by the Plaintiff upon the said representations that said claim would be paid, the Plaintiff did not file a formal claim against the Estate of her father as required by law; Plaintiff further alleges that

on or about October 18, 1971, final medical records were obtained from doctors of permanent disabilities suffered by the Plaintiff and that said records were submitted to the Defendants herein, together with a demand for payment, and that the Defendants herein refused any payment; Plaintiff further alleges that it was necessary that she file suit in the Circuit Court of Baldwin County, Alabama, and the Defendants herein filed or set forth the statute of non-claim as provided for in Alabama Code, Title 61, Section 211, alleging that the suit filed by the Plaintiff was barred for failure to file a claim within the time required by law; Plaintiff further avers that her failure to file said claim as required by law was the direct and proximate result of the representations made by the Defendants herein while acting through their agent, servant or employee, Robert Anderton, while engaged in the line and scope of his employment; hence this suit.

COUNT THREE:

The Plaintiff claims of the Defendants the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), as damages for that heretofore on, to-wit, the 18th day of October, 1970, while the Plaintiff was operating a motor vehicle along a public highway in Baldwin County, Alabama, at or near, to-wit, a point 3.5 miles North of the City limits of the Town of Robertsdale, on County Road No. 65, Paul Childress, Sr., who was the Plaintiff's father, so negligently ran a motor vehicle against the automobile which the Plaintiff was then and there operating, and as a consequence, the Plaintiff was injured and damaged as follows: her face was lacerated and otherwise injured; her hand was broken; she was bruised and contused about her shoulders, jaws, breasts, face and other parts of her body; she suffered a close fracture on both bones of the right ankle; she was permanently injured in her right ankle and she was permanently scarred on her face; she was made sick, sore and ill for a long period of time and was caused to suffer great physical pain; she was caused to lose time from her employment and was caused to lose remuneration therefor; her auto-

mobile was completely demolished; she was caused to incur expenses in and about procuring doctors, medicines and medical care, aid and attention in and about her efforts to heal and cure said wounds and injuries; Plaintiff alleges that at the time of the accident set forth that Paul Childress, Sr., was the named insured in a policy of liability insurance issued by The Alabama Farm Bureau Mutual Insurance Co., Inc., in and by the terms of which said policy the said The Alabama Farm Bureau Mutual Insurance Co., Inc., was bound to defend and pay all sums which the said Paul Childress, Sr., the insured, would have become legally obligated to pay, not exceeding the policy limits, on account of the use of the motor vehicle operated by him at the time of the accident described hereinabove; that after the discharge of the Plaintiff from the hospital she was taken to the Robertsdale Office of said The Alabama Farm Bureau Mutual Insurance Co., Inc.; that during the time of her said hospitalization, the Last Will and Testament of the said Paul Childress, Sr., was probated and that Letters Testamentary were issued to her brothers, John Childress and Aaron Childress, as Executors of the Last Will and Testament of Paul Childress, Sr., and that her said brothers, John Childress and Aaron Childress, as Executors, had called upon The Alabama Farm Bureau Mutual Insurance Co., Inc., to exercise its contractual responsibility set forth in the said policy of insurance; that on or about November 6, 1970, the said The Alabama Farm Bureau Mutual Insurance Co., Inc., recognized the validity of the Plaintiff's claim against her father's estate and on November 6, 1970, tendered to the Plaintiff herein the sum of \$1900.00 for the loss of her motor vehicle; Plaintiff further alleges that additional payments were made by the Defendant, The Alabama Farm Bureau Mutual Insurance Co., Inc., acting by and through its agent, servant or employee, Robert Anderton, while acting within the line and scope of his employment on December 9, 1970, February 15, 1971 and April 23, 1971; Plaintiff further alleges that during said period of time mentioned herein, the said Robert Anderton, while acting as the

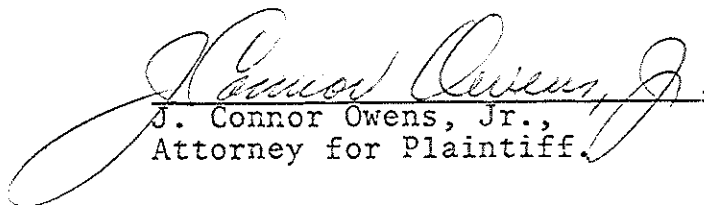
agent, servant or employee of said Defendant, The Alabama Farm Bureau Mutual Insurance Co., Inc., while acting within the line and scope of his employment as such, did represent to the Plaintiff that the damages suffered by her arising from the accident with her father, would be paid by the Defendant, The Alabama Farm Bureau Mutual Insurance Co., Inc., upon the final determination by the doctors of her disabilities and that the representations so made by the said Robert Anderton were made willfully to deceive and were made to induce the Plaintiff to rely upon the said Defendant in the settlement of her claim arising from said accident; that as a result of the representations so made and the reliance by the Plaintiff upon the said representations that said claim would be paid, the Plaintiff did not file a formal claim against the Estate of her father as required by law; Plaintiff further alleges that on or about October 18, 1971, final medical records were obtained from doctors of permanent disabilities suffered by the Plaintiff and that said records were submitted to the Defendants herein, together with a demand for payment, and that the Defendants herein refused any payment; Plaintiff further alleges that it was necessary that she file suit in the Circuit Court of Baldwin County, Alabama, and the Defendants herein filed or set forth the statute of non-claim as provided for in Alabama Code, Title 61, Section 211, alleging that the suit filed by the Plaintiff was barred for failure to file a claim within the time required by law; Plaintiff further avers that her failure to file said claim as required by law was the direct and proximate result of the representations made by the Defendants herein while acting through their agent, servant or employee, Robert Anderton, while engaged in the line and scope of his employment; hence this suit.

The Plaintiff claims of the Defendants the further and additional sum of FIFTY THOUSAND DOLLARS (\$50,000.00) as punitive damages on account of the matters alleged hereinabove.

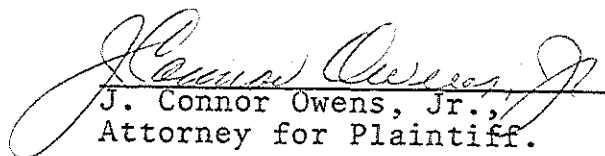
FILED

SEP 27 1972

EUNICE B. BLACKMON CIRCUIT
CLERK


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

Plaintiff demands a trial of this cause by a Jury.

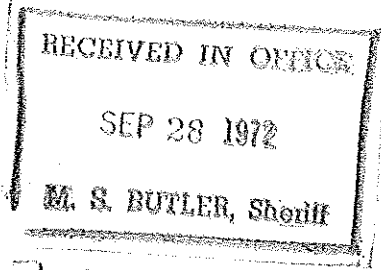

J. Connor Owens, Jr.,
Attorney for Plaintiff.

FILED

SEP 27 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

RECORDED
INDEXED
SEP 27 1972
FBI - MEMPHIS



Sarah L. Bertolla

VS.

*The Alabama Farm
Bureau Mutual
Insurance Co. Inc.
et al*

Executed by serving 3 copies of
the within on J. Bertolla
Superintendent

of Insurance, State of Alabama
This The 29 day of Sept 19 72

Sheriff of Montgomery County
M. S. Butler,
By McMath 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
process(es), or a total of 2.50

McMath Deputy Sheriff

FILED

SEP 27 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

RECEIVED

SEP 27 1972

TAYLOR WILKINS
SHERIFF

J. Connor Owens

COLLINS, GALLOWAY & MURPHY

ATTORNEYS AT LAW
258 DAUPHIN STREET
MOBILE, ALABAMA 36604

FRED G. COLLINS
THOMAS M. GALLOWAY
M. THOMAS MURPHY (1924-1956)
ROBERT K. SMITH
WILSON M. HAWKINS, JR.

January 3, 1973

P. O. Box 4492
TELEPHONE
432-0568
AREA CODE 205

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

Re: Sarah L. Bertolla
Vs: Alabama Farm Bureau, etc.
Case No. 10,621

Dear Mrs. Blackmon:

I enclose answer in this matter which I will appreciate your filing and notifying me by just noting on bottom of this letter and returning that same has been filed.

By copy of this letter to Mr. Connor Owens I am forwarding him a copy of this answer.

Very truly yours,

COLLINS, GALLOWAY & MURPHY

By: 
Thomas M. Galloway

TMG/fs
Encl:

cc: Mr. Connor Owens

SARAH L. BERTOLLA,	:	IN THE CIRCUIT COURT OF
Plaintiff,	:	
VS:	:	BALDWIN COUNTY, ALABAMA
THE ALABAMA FARM BUREAU	:	
MUTUAL INSURANCE CO., INC.,	:	AT LAW
ET ALS,	:	
Defendants	:	CASE NO. _____

Comes now the defendant, Alabama Farm Bureau Mutual Insurance Co., Inc., and for answer to the plaintiff's complaint and each count thereof, separately and severally, says as follows, separately and severally:

1. Not guilty.
2. The defendant denies the material allegations of the plaintiff's complaint.

COLLINS, GALLOWAY & MURPHY

BY: *Thomas M. Galloway*
 Thomas M. Galloway
 ATTORNEYS FOR DEFENDANT, ALABAMA
 FARM BUREAU MUTUAL INSURANCE CO., INC.

FILED

JAN 4 1973

UNICE B. BLACKMON CIRCLER

RECEIVED OF BUREAU

I do hereby certify that I have read the above
 and find it to be a true and correct copy of the
 original filed for record in the office of the
 clerk of the circuit court of Baldwin County,
 Alabama, this 4th day of January, 1973.

Thomas M. Galloway

STATE OF ALABAMA
DEPARTMENT OF INSURANCE

I, the undersigned, as Commissioner of Insurance for the State of Alabama,
hereby certify that on the 29th day of September, 1972, I
sent by registered mail in an envelope as follows:

Alabama Farm Bureau Mutual Casualty Ins. Co.
2108 East South Blvd.
Montgomery, Al 36111

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:

Sarah J. Bertolla, Plaintiff

CASE NO. 10,621

in the Circuit Court of Baldwin County

VERSUS

(Name of Court)

Alabama Farm Bureau Mutual Insurance Co., Defendant

And that on the 3rd day of October, 1972, I received
the return card showing receipt by the designated addressee of said envelope on
the 3rd day of October, 1972.

Witness my hand and official seal this the 5th day of October,
1972.

John B. Bookout
COMMISSIONER OF INSURANCE

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

February 16, 1973

TELEPHONE NO. 937-4661

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

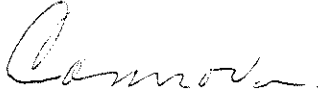
Subject: Sarah L. Bertolla vs. Alabama Farm Bureau, et al.
Case No. 10,621

Dear Eunice:

This is with reference to the above styled matter
and to request that this case be dismissed and the cost
bill forwarded to Thomas M. Galloway.

Thank you very much for your consideration in
this matter.

Sincerely yours,



J. Connor Owens, Jr.

JCO:am

CC: Mr. Thomas M. Galloway
Attorney at Law
P. O. Box 4492
Mobile, Alabama 36601