

LULAH STEVENS MEADOR,
Plaintiff

VS


THE LIFE INSURANCE COMPANY
OF ALABAMA, INC., a Corporation
Defendant

)
(IN THE CIRCUIT COURT OF
) BALDWIN COUNTY,
(ALABAMA
) AT LAW
(CASE NO. 3144
)
(

Comes now the Plaintiff in the above styled cause and propounds the following Interrogatories to the Defendant as provided by the Code of Alabama of 1940, as amended.

INTERROGATORY ONE

- A. What is presently your correct Corporate name.
- B. State your present Corporate address.
- C. During the year 1956 did your company issue any insurance policies concerning Public school children in the State of Alabama.
- D. State the type of policies which were issued.
- E. If the answer to Interrogatory One C is in the affirmative, was a policy issued covering one Harold Wayne Stevens.
- F. If the answer to Interrogatory One E is in the affirmative, what type of policy was said individual covered by.
- G. If the answer to Interrogatory One C is in the affirmative, was a claim presented by Mrs. Lulah Stevens Meador.


W. G. MAC MAHON, III
Attorney for Plaintiff

STATE OF ALABAMA)
(
COUNTY OF MOBILE)

PERSONALLY APPEARED BEFORE ME, the undersigned Attorney,
W.O. MacMahon, III, who is known to me, who having been by me
first duly sworn, deposes and says, upon such oath, that he
is one of the Attorney's of Record for the Plaintiff in the
above styled cause and he has read and executed the above
and foregoing interrogatories and the answers to said interroga-
tories, if well and truly made, will be material evidence
for the Plaintiff in the trial of this cause.


W.O. MACMAHON, III
Attorney for Plaintiff

Sworn and subscribed to before me on this the 23 day of

Aug. September, 1957.


Aldous S. Robertson
NOTARY PUBLIC, COUNTY OF MOBILE, ALABAMA

S E A L

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY LAWFUL OFFICER OF SAID COUNTY:

Summon LULAH STEVENS MEADOR to be and appear before Louise J. Dusenbury, Court Reporter, at the Courthouse in Bay Minette, Alabama, at 9:30 A. M. on the 27th day of June, 1957, in the case of Lulah Stevens Meador, Plaintiff, vs. The Life Insurance Company of Alabama, Inc., a Corporation, Defendant, as a witness for the Defendant, and there make return of this writ.

WITNESS my hand on this the 6 day of June, 1957.

Alise J. Dusenbury
Clerk of the Circuit Court of Baldwin
County, Alabama.

LULAH STEVENS MEADOR,

Plaintiff

VS

THE LIFE INSURANCE COMPANY
OF ALABAMA, INC., a corpora-
tion,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: _____

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Comes now the Plaintiff and amends her complaint to read as follows:

The Plaintiff Claims of the Defendant the sum of TWO-THOUSAND, FIVE-HUNDRED and NO/100 (\$2,500.00) DOLLARS on a policy of insurance whereby the Defendant on, to-wit; September 15, 1955, agreed to insure the Plaintiff against hospital, nurses and medical surgical expenses incurred from Harold Wayne Stevens being injured by accidental means while traveling directly to or from school on a regular school day not more than one hour before or after the regular opening or closing time of school to a maximum of TWO-THOUSAND, FIVE-HUNDRED and NO/100 (\$2,500.00) DOLLARS, Plaintiff avers that the said Harold Wayne Stevens was injured on March 19, 1956 while traveling directly to or from school and not more than one hour before or after the regular opening or closing time of school and that the said injuries were incurred while said policy was in full force and effect and by accidental means and that Plaintiff has incurred hospital, nurses and medical surgical expenses to the amount of TWO-THOUSAND, FIVE-HUNDRED and NO/100 (\$2,500.00) DOLLARS and that Plaintiff has had notice of the said accident, injuries and expenses incurred and that Defendant has failed and refused to pay said sum claimed, hence this suit.

W. L. Hargis
Attorney for Plaintiff
& Counsel for Plaintiff

LULAH STEVENS MEADOR,
Plaintiff

VS

THE LIFE INSURANCE COMPANY
OF ALABAMA, INC., A Corpora-
tion,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: _____

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Comes now the Plaintiff and amends her complaint to read as follows:

The Plaintiff claims of the Defendant the sum of TWO-THOUSAND, FIVE-HUNDRED and NO/100 (\$2,500.00) DOLLARS on a policy of insurance whereby the Defendant on, to-wit; September 15, 1955, ^{insured} ~~agreed to indemnify~~ the Plaintiff against hospital, nurses and medical surgical expenses incurred from Harold Wayne Stevens being injured by accidental means while traveling to or from school on a regular school day not more than one hour before or after the regular opening or closing time of school to a maximum of TWO-THOUSAND, FIVE-HUNDRED and NO/100 (\$2,500.00) DOLLARS. Plaintiff avers that the said Harold Wayne Stevens was injured on March 19, 1956 while traveling to or from school and not more than one hour before or after the regular opening or closing time of school and that the said injuries were incurred while said policy was in full force and effect and by accidental means and that Plaintiff has incurred hospital, nurses and medical surgical expenses to the amount of TWO-THOUSAND, FIVE-HUNDRED and NO/100 (\$2,500.00) DOLLARS and that Plaintiff has had notice of the said accident, injuries and expenses incurred and that Defendant has failed and refused to pay said sum claimed, hence this suit.


Attorney for Plaintiff

LULAH STEVENS MEADOR,

Plaintiff

VS

THE LIFE INSURANCE COMPANY
OF ALABAMA, INC., A Corpora-
tion,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY

ALABAMA

AT LAW

CASE# _____


The Plaintiff claims of the Defendant TWO THOUSAND FIVE HUNDRED DOLLARS, (\$2,500.00), due on a policy of insurance whereby the Defendant on to-wit: September 15, 1955 insured HAROLD WAYNE STEVENS, the minor son of the Plaintiff for damages resulting from personal injuries for and during the term from September 15, 1955 to and through June 30, 1956, and on to-wit: March 19, 1956 said HAROLD WAYNE STEVENS, while traveling on Alabama State Highway No. 3, which was then and there a public highway in Baldwin County, Alabama, at a point to-wit: Approximately midway between the cities of Robertsedale, Alabama and Foley, Alabama, was severely injured and damaged, suffered great pain and anguish by receiving a brain concussion, lacerations about the head, legs, arms, and body, was hospitalized and was caused to incur medical and hospital expenses, sustained both temporary and permanent physical injury and Plaintiff was caused to incur great expense and will continue to incur further expense in and about the medical treatment of her said minor son which entitles the Plaintiff to receive benefits under said policy of which the Defendant has had notice. Said policy is the property of the Plaintiff.


W. O. MAC MAHON, III
Attorney for Plaintiff


WILSON HAYES
Attorney for Plaintiff

The Plaintiff demands a trial of this cause by jury.


W. O. MAC MAHON, III
Attorney for Plaintiff


WILSON HAYES
Attorney for Plaintiff

DEFENDANT MAY BE SERVED AT:

American National Bank Building
Gadsden, Alabama

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 3174

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Comanded to Summon THE LIFE INSURANCE COMPANY OF ALABAMA, INC.,

A Corporation

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 LIFE INSURANCE CO. OF ALABAMA, INC, A Corporation, Defendant

by LULAH STEVENS MEADOR

, Plaintiff

Witness my hand this 6th day of February 1957

Deirdre J. Duck Clerk

LULIAN STEVENS MEADOR,

Plaintiff

VS

THE LIFE INSURANCE COMPANY
OF ALABAMA, INC., a corpora-
tion,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: _____

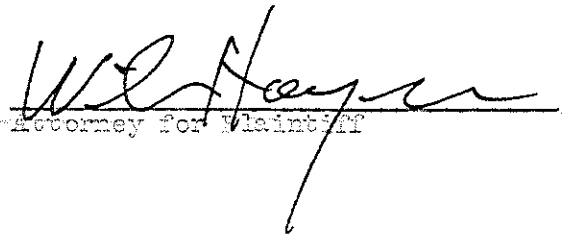
Comes now the Plaintiff and amends her complaint to read as follows:

The Plaintiff claims of the Defendant the sum of TWO-THOUSAND, FIVE-HUNDRED and NO/100 (\$2,500.00) DOLLARS on a policy of insurance whereby the Defendant on, to-wit; September 15, 1955, agreed to indemnify the Plaintiff against hospital, nurses and medical surgical expenses incurred from Harold Wayne Stevens being injured by accidental means while traveling directly to or from school on a regular school day not more than one hour before or after the regular opening or closing time of school to a maximum of TWO-THOUSAND, FIVE-HUNDRED and NO/100 (\$2,500.00) DOLLARS. Plaintiff avers that the said Harold Wayne Stevens was injured on March 19, 1956 while traveling directly to or from school and not more than one hour before or after the regular opening or closing time of school and that the said injuries were incurred while said policy was in full force and effect and by accidental means and that Plaintiff has incurred hospital, nurses and medical surgical expenses to the amount of TWO-THOUSAND, FIVE-HUNDRED and NO/100 (\$2,500.00) DOLLARS and that Plaintiff has had notice of the said accident, injuries and expenses incurred and that Defendant has failed and refused to pay said sum claimed, hence this suit.

FILED

AUG 30 1957

ALICE J. DUCK, Register


Attorney for Plaintiff

LULAH STEVENS MEADOR,
Plaintiff,

vs.

THE LIFE INSURANCE COMPANY
OF ALABAMA, INC., a
corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW.

NO. 3144.

DEMURRER:

Now comes the Defendant and for demurrer to the amended complaint filed in this cause on July 16, 1957, assigns separately and severally the following:

1. It does not state a cause of action.
2. No facts are alleged on which the relief sought can be granted.
3. The allegations of the amended complaint are vague, indefinite and uncertain.
4. The allegations of the amended complaint are conclusions of the pleader.
5. The policy of insurance on which this suit is brought is not set out in, or made a part of the amended complaint.
6. No facts are alleged to show the legal effect of the policy of insurance on which this suit is brought.
7. No facts are alleged to show that the Defendant is liable on the policy of insurance on which this suit is brought.
8. No facts are alleged to show that the policy of insurance on which this suit is brought insured Harold Wayne Stevens against injuries such as he is alleged to have sustained.
9. No facts are alleged to show that the policy of insurance on which this suit is brought insured Harold Wayne Stevens against injuries such as he is alleged to have sustained at the time and place where the said injuries were sustained.
10. The place where the alleged accident occurred is not described with sufficient certainty.
11. The allegations of the amended complaint are vague, indefinite and uncertain in that the place where the alleged accident in which the insured was injured is not accurately described.

12. No facts are alleged to show that the insured was injured while attending school on a regular school day and during regular school hours.

13. No facts are alleged to show that the insured was injured while he was a regularly enrolled full time student and while traveling directly to school not more than one hour before regular school hours, or directly home from school not more than one hour after regular school hours.

14. No facts are alleged to show that the insured was injured while he was a regularly enrolled full time student and while traveling directly to school or directly from school on an official school bus between the home of the insured and the school.

15. No facts are alleged to show that the insured was injured while he was a regularly enrolled full time student and while practicing for or participating in any scheduled athletic contest under the direction and supervision of regular school officials.

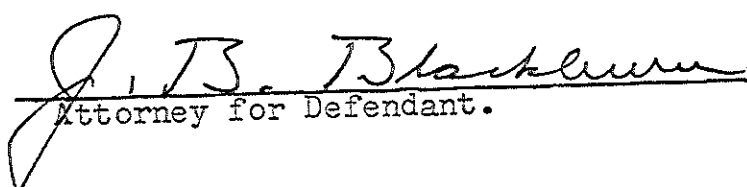
16. No facts are alleged to show that the insured was injured while he was a regularly enrolled full time student and while a participating member of an athletic team, band, gldd club, or any other regular school organization traveling to or from a regular scheduled school activity in a vehicle selected by and under the supervision of regular school officials.

17. No facts are alleged to show that the insured was injured while he was a regularly enrolled full time student and while taking a required field trip, of a non-social nature directly connected with the regular instructional activities of the school and under the supervision of school officials.

18. No facts are alleged to show the place where the alleged accident happened.

19. No facts are alleged to show the alleged accident occurred in Baldwin County, Alabama.

20. No facts are alleged to show that the said Harold Wayne Stevens was injured in Baldwin County, Alabama.


Attorney for Defendant.

LULAH STEVENS MEADOR,	!	IN THE CIRCUIT COURT OF
Plaintiff,	!	BALDWIN COUNTY, ALABAMA
vs.	!	AT LAW. NO. 3144.
THE LIFE INSURANCE COMPANY	!	
OF ALABAMA, INC., a	!	
Corporation,	!	
Defendant.	!	

DEMURRER:

Now comes the Defendant and for demurrer to the Complaint heretofore filed in this cause, assigns, separately and severally, the following:

1. It does not state a cause of action.
2. No facts are alleged on which the relief sought can be granted.
3. The allegations of the Complaint are vague, indefinite and uncertain.
4. The allegations of the Complaint are conclusions of the pleader.
5. The policy of insurance on which this suit is brought is not set out in, or made a part of the Complaint.
6. No facts are alleged to show the legal effect of the policy of insurance on which this suit is brought.
7. No facts are alleged to show that the Defendant is liable on the policy of insurance on which this suit is brought.
8. No facts are alleged to show that the policy of insurance on which this suit is brought insured Harold Wayne Stevens against injuries such as he is alleged to have sustained.
9. No facts are alleged to show that the policy of insurance on which this suit is brought insured Harold Wayne Stevens against injuries such as he is alleged to have sustained at the time and place where the said injuries were sustained.
10. The place where the alleged accident occurred is not described with sufficient certainty.
11. The allegations of the Complaint are vague, indefinite and uncertain in that the place where the alleged accident in which the insured was injured is not accurately described.

12. No facts are alleged to show that the insured was injured while attending school on a regular school day and during regular school hours.

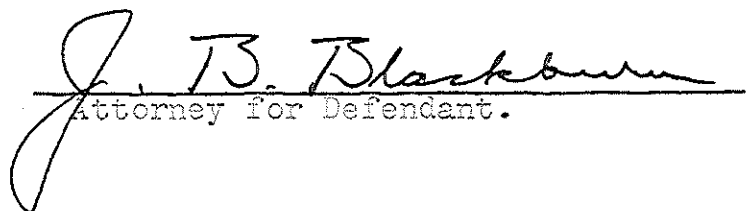
13. No facts are alleged to show that the insured was injured while he was a regularly enrolled full time student and while traveling directly to school not more than one hour before regular school hours, or directly home from school not more than one hour after regular school hours.

14. No facts are alleged to show that the insured was injured while he was a regularly enrolled full time student and while traveling directly to school or directly from school on an official school bus between the home of the insured and the school.

15. No facts are alleged to show that the insured was injured while he was a regularly enrolled full time student and while practicing for or participating in any scheduled athletic contest under the direction and supervision of regular school officials.

16. No facts are alleged to show that the insured was injured while he was a regularly enrolled full time student and while a participating member of an athletic team, band, glee club, or any other regular school organization traveling to or from a regular scheduled school activity in a vehicle selected by and under the supervision of regular school officials.

17. No facts are alleged to show that the insured was injured while he was a regularly enrolled full time student and while taking a required field trip, of a non-social nature directly connected with the regular instructional activities of the school and under the supervision of school officials.


Attorney for Defendant.