

ROYE GARBER AND JAMES D.
McMASTER, individually and
doing business as G-M
Agency, a co-partnership

Plaintiff

VS

MELVIN BERNARD KLUMPP

Defendant

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: _____

•-•-•-•-

Comes now the Plaintiff in the above styled cause and makes replication
to Defendant's answer and says as follows:

I

The Plaintiff joins issue on said pleas.

II

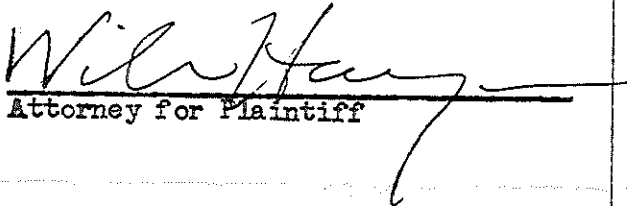
The Plaintiff says further that the alleged policy of life insurance
does not divide policyholder in to classes, pay benefit to the member of said
class whose policy has been inforced the longest period of time.

III

The Plaintiff further says that the alleged policy is not known as
now does it have all the characteristic of a tontine policy of life insurance.

IV

The Plaintiff further says that the alleged premium, alleged to be
consideration of the note, foundation of this suit, has been paid and that the
alleged policy had been and remained in force for the full term.


Attorney for Plaintiff

ROYE E. GARBER and

JAMES D. McMASTER,
individually and d/b/a
G.M Agency, a co-partnership

Plaintiff

VS

MELVIN BERNARD KLUMPP

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

No. 3336

ANSWER

I.

The defendant, for answer to the complaint, saith that the note, upon which the action was founded, was not executed by him, or by any one authorized to bind him in the premises; and he makes oath that this plea is true.

II.

The defendant, for answer to the complaint, saith that the note, which is the basis of the suit, was executed and delivered to the Plaintiff as security for the premium upon a policy of life insurance, and that said policy of life insurance was not applied for by the defendant, nor was it accepted by him, nor did he consider himself insured by said policy; that there was and has been no consideration for the execution of the said note.

III.

The defendant, for further answer to the complaint, saith that the note, which is the basis of the suit, was executed and delivered to the plaintiff as security for the premium upon a policy of life insurance; that said policy of life insurance is of the type policy which divides policyholders into classes, paying benefits to the member of said class whose policy has been in force the longest period of time; that said policy is known as, has all the characteristics of, and is a

tontine policy, and as such is prohibited by the general laws of the State of Alabama; that there was and has been no consideration for the execution of said note.

Melvin Bernard Klump
Attorney for Defendant

Sworn to and subscribed
before me this 1st day
of July, 1958.

James A. Linn
Notary Public

ROYE GARBER and JAMES D.
McMASTER, individually and
doing business as G-M
Agency, a co-partnership,

Plaintiff

vs.

MELVIN BERNARD KLUMPP,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: _____

Comes the Defendant in the above styled cause and demurs to the
Bill of Complaint heretofore filed in said cause and states as to
each and every count separately and severally as follows:

ONE:

There is no allegation contained in the Bill of Complaint that
states a non-payment of the amount stated.


ATTORNEY FOR DEFENDANT

FOR TRIAL OF THIS CAUSE THE
DEFENDANT DEMANDS A TRIAL BY
JURY.

STATE OF ALABAMA

COUNTY OF BALDWIN

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Melvin Bernard Clump 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 same, then and there to answer the complaint of Roye Garber and James D. McMaster individually and doing business as G-M Agency, a co-partship.

Witness my hand, this the 20 day of Sept, 1957.

Archie J. Kemp
CLERK

ROYE GARBER AND JAMES D.
McMASTER, individually and
doing business as G-M
Agency, a co-partship,

Plaintiff

VS

MELVIN BERNARD CLUMP

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: _____

Plaintiff claims of Defendant the sum of THREE-HUNDRED, FORTY-TWO and FIFTY-EIGHT, ONE-HUNDRETHS (\$342.58) DOLLARS due by promissary note made by him on the 10th day of September, 1956 and payable on the 15th day of November, 1956, with interest thereon.

W. H. Hays
Attorney for Plaintiff

Defendant may be served at,

Point Clear, Alabama