

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA. AT
LAW. NO. 3338

DEMURRER:

Comes now the Plaintiff in the above styled cause and demurs to the answer of the Defendant, and to each court thereof, separately and severally, and assigns, separately and severally, the following grounds:

1. The answer states no defense to the action.
2. The policy of life insurance referred to is not set out in its entirety.
3. It does not appear that the Plaintiff issued the allegedly illegal contract of insurance referred to in the answer.
4. For aught that appears in the answer, Plaintiffs were not party to the alleged illegal contract.
5. For aught that appears in the answer, the alleged policy allegedly issued complied with the provisions of the general laws of Alabama as provided.
6. Defendant attempts to set up two defenses in one plea.
7. The defendant states no defense known to law.

Attorney for Plaintiff

ROY E. GARBER AND JAMES
McMASTER, individually and
d/b/a G-M Agency, a co-
partnership

Plaintiff

VS

F.A. LIPSCOMB

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

No.: 3338

ANSWER

I.

The defendant, for answer to the complaint, saith he is
not guilty of the matters and things alleged therein.

II.

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.

III.

The defendant, for answer to the complaint, saith that the
note, which is the basis for the suit, was executed without
consideration therefor.


Attorney for defendant

ROY E. GARBER AND JAMES
McMASTER, individually and
d/b/a G*M Agency, a co-
partnership

Plaintiff

VS

F. A. LIPSCOMB

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3338

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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 plea.

II

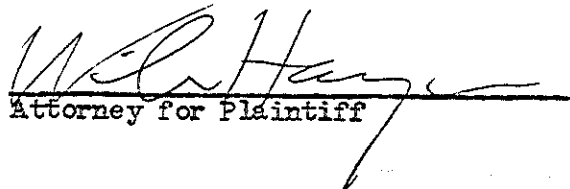
The Plaintiff says further that the alleged policy of life insurance
does not divide policyholder in to classes, pay benefit to the member of said
class whose policy has been inforced the longest period of time.

III

The Plaintiff further says that the alleged policy is not known as
nor 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

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

Plaintiff

VS

F.A. LIPSCOMB
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

No: 3338

AMENDMENT TO ANSWER

Comes the defendant, and amends his answer heretofore filed in this
suit, by adding thereto the following:

IV

The defendant, for further answer to the complaint, saith that the
defendant has paid the debt for the recovery of which this suit was brought,
before the action was commenced.

James A. Lipcomb
Attorney for defendant

FILED

JUL 1 1958

ALICE J. DUCK, Clerk

RECORDED

STATE OF ALABAMA

COUNTY OF BALDWIN

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon F. A. Lipscomb 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.

Cliff J. Huch
CLERK

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

Plaintiff

VS

F. A. LIPSCOMB

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: _____

Plaintiff claims of Defendant the sum of FOUR-HUNDRED, NINETEEN
eight and THIRTY-ONE-HUNDREDTHS (\$419.38) DOLLARS due by promissary note made by
him on the 4th day of September 1956 and payable on the 1st day of November
1956, with interest thereon.

W. D. Huch
Attorney for Plaintiff

Defendant may be served at.

Route II
Foley, Alabama