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LULAH STEVENS MEADOR,  
Plaintiff

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY,

VS

) ALABAMA

THE LIFE INSURANCE COMPANY  
OF ALABAMA, INCORPORATED, a ( Corporation,

AT LAW

Defendant. )

CASE NO. 3409

(  
INTERROGATORY ONE

- A. What is presently your correct corporate name.
- B. State your present corporate address.
- C. During the year 1956 did you issue any insurance policies concerning public school children in the State of Alabama.
- D. If the answer to Interrogatory One (C) is in the affirmative, 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, Baldwin County, Foley, Alabama.
- F. If the answer to Interrogatory One (E) is in the affirmative, what type of policy was issued covering said individual.

INTERROGATORY TWO

- A. Did your company issue a policy to Mrs. Lulah Stevens Meador covering her son, Harold Wayne Stevens.
- B. If the answer to Interrogatory Two (A) is in the affirmative, what consideration, if any, was paid for the policy.
- C. State the name of the agent, or agents, who sold the policy in question to Mrs. Lulah Stevens Meador, covering her son, Harold Wayne Stevens.
- D. Attach the original insurance policy covering Harold Wayne Stevens for the year 1956.

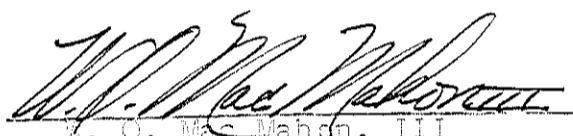
INTERROGATORY THREE

A. On, to-wit: June 29, 1956 did your Company verify the accident of, Harold Wayne Stevens, which occurred on, to-wit: March 19, 1956, Baldwin County, Alabama.

B. If the answer to Interrogatory Three (A) is in the affirmative, do you admit that your company issued a policy covering said, Harold Wayne Stevens, going to and from school.

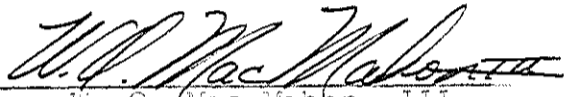
C. If the answer to Interrogatory Three (B) is in the affirmative, please state if you denied recovery on this policy of insurance.

D. If the answer to Interrogatory Three (B) is in the affirmative, on what ground, or grounds was liability denied.

  
W. O. Mac Mahon, III  
Attorney for the 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 Attorneys 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 interro-  
gatories, if well and truly made, will be material evidence  
for the Plaintiff in the trial of this cause.

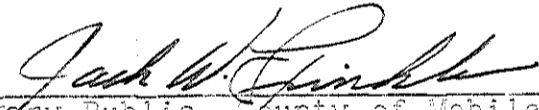
  
W. O. MacMahon, III  
Attorney for the Plaintiff

Sworn and subscribed to

before me on this the

18th day of September,

1957.

  
Notary Public, County of Mobile, Alabama

SEAL

W. O. MACMAHON, III  
ATTORNEY AT LAW  
FIRST NATIONAL BANK ANNEX  
MOBILE, ALABAMA

July 15, 1958

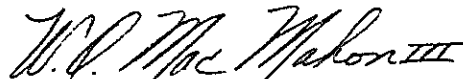
Mrs. Alice J. Duck  
Clerk of Circuit Court  
Bay Minette, Alabama

Re: Lulah Stevens Meador  
vs.  
The Life Insurance Co. of Ala.  
Case No. 3409

Dear Mrs. Duck:

Please be advised that effective July 15, 1958,  
I, the undersigned, have withdrawn from the above styled  
case.

Very truly yours,



W. O. MAC MAHON III  
Attorney at Law

WOM:LM

Plaintiff

AT LAW.

-VS-

Defendant

LULAH STEVENS MEADOR,

Plaintiff,

VS

THE LIFE INSURANCE COMPANY  
OF ALABAMA, INCORPORATED,  
a Corporation,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY,

ALABAMA

AT LAW

CASE NO. \_\_\_\_\_

The Plaintiff claims of the Defendant, TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, (\$2,500.00), as damages, for that, heretofore, and on, to-wit: September 15, 1956 the Defendant issued a policy of insurance to, Lulah Stevens Meador, indemnifying her pertaining to her minor son, Harold Wayne Stevens, who at that time was attending the public high school in Foley, Baldwin County, Alabama and, the aforesaid mentioned policy covered injuries which might be sustained by him while going to and from school, at school, etc. during the school year 1956: and on, to-wit: March 19, 1956, while the said, Harold Wayne Stevens, was on school business in Robertsedale, Alabama and while traveling south on Highway #3, Baldwin County, Alabama, to school, the aforementioned, Harold Wayne Stevens, was negligently injured in a collision with an automobile, and as a proximate result 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 as said owner of said policy of which the Defendant has had notice and refuses to indemnify the Plaintiff as aforesaid.

W.O. MacMahon, III and  
Wilson Hayes,  
Attorneys for the Plaintiff

BY

W. O. MacMahon, III

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 3409

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon The Life Insurance Company of Alabama,

Incorporated, 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

Company of Alabama, inc. A Corp., Defendant .....

by Lulah Stevens Meador

Plaintiff.....

Witness my hand this 26th day of November 1957

*Executed 12-2-57*

9

*Alice J. - [Signature]*, Clerk

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. 3409.

DEMURRER:

Now comes the Defendant and demurs to the Complaint and as grounds of such demurrer, assign 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, or 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.

*Filed*  
*Jan 2, 1958*  
*Alice J. Luck*  
*clerk*

*J. B. Blackburn*  
Attorney for Defendant.

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.

*Filed June 24, 1958*  
*Miss J. Luck, clerk*

*W. L. Hay*  
OF 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: \_\_\_\_\_

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.

\_\_\_\_\_  
OF 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: \_\_\_\_\_

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. Hay*  
Attorney for Plaintiff  
of Counsel for Plaintiff