

CHARLES D. GRICE,	( IN THE CIRCUIT COURT OF
	)
Plaintiff,	( BALDWIN COUNTY, ALABAMA,
	)
VS.	( AT LAW,
	)
BALDWIN MUTUAL INSURANCE	( NO. <u>3528</u>
COMPANY, INC., A Corporation,	)
	(
Defendant.	)

ANSWERS TO INTERROGATORIES

Now comes the Plaintiff in the above styled cause and, for answer to the interrogatories heretofore propounded to him by the Defendant, says as follows:

1. Charles Dudley Grice.
2. Please see attached statement labeled "Itemized Statement of Account in Answer to Question 2".
3. Please see attached statement labeled "Itemized Statement of Account in Answer to Question 3".
4. I used Loop National Bank, Mobile, Alabama, and the Merchants National Bank of Mobile, Loop Branch, as depositories for the premiums. I also purchased cashier's checks from the American National Bank, Mobile, Alabama; Loop National Bank; and Merchants National Bank, Loop Branch, Mobile, Alabama; and sent such cashier's checks direct to Baldwin Mutual in payment of amounts due Baldwin Mutual. Those are the banks which I did business with between July 1, 1953, and April 1, 1957.
5. The Defendant, Baldwin Mutual Insurance Company, has knowledge of all of the policies and all of the information requested in Question 5(a) to 5(g) inclusive. The Plaintiff does not have accurate records showing this information, but the Defendant does have such accurate records; because all of the information requested in Question 5 has been furnished the Plaintiff by the Defendant for the period of 2/1/56 to 12/31/56, during which time the

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Plaintiff's commission on first year business was reduced by the Defendant in violation of its contract with the Plaintiff, from 30% to 20% on the first year's premium. The Defendant has knowledge and records of all the policies sold by the Plaintiff for the Defendant since February 1, 1956, and has knowledge and records of the numbers of such policies, the names of the insured, the kind of insurance sold, the amount of each policy sold, the total premium of each policy, and whether the premium was paid to the Plaintiff and the amount paid to the Defendant and the date that such payment was made, the Plaintiff having furnished such information to the Defendant. The Plaintiff does not have accurate records of such information, but the Defendant does. The Defendant also has accurate records of all the policies sold by me for Baldwin Mutual during the many years that I was selling policies for your company, ( including premiums, payments, names, dates, kinds, amounts and location) whereas I do not have such accurate information. With regard to the renewals and policies sold and which could have been sold by the Plaintiff, but for the breach of contract by the Defendant, such information as is available to the Plaintiff is contained in answer to Question 2 and 3. The Defendant, Baldwin Mutual has accurate records of such information, whereas the Plaintiff does not. The information contained in answer to Question 2 does not include commissions on policies which are claimed by the Plaintiff on policies which were renewed by the Plaintiff's customers and which Baldwin Mutual collected, nor commissions on policies which the Plaintiff was prevented from selling and collecting by reason of the breach of contract by the Defendant, nor commissions on policies which the Defendant could have sold but for such breach. The Plaintiff's claim under Count One of the complaint is set out in answer to Question 2. The Plaintiff's claim under Count Two of the complaint is set out in answer to Question 3. The Plaintiff further shows that the information requested in Questions 5(a)-5(g) other than that given herein is more within the Defendant's knowledge than within the Plaintiff's, because the Defendant has accurate records of all policies sold by the Plaintiff for the Defendant for which the Plaintiff has not been paid his full commission, except for commissions

claimed on policies which the Plaintiff could have sold but for the breach of  
contract by the Defendant and that information is contained/ The Plaintiff  
further shows that, other than stated herein, the Plaintiff objects to further  
answering the Question because of the reasons stated herein.

Charles D. Grice  
Charles D. Grice

STATE OF ALABAMA )  
COUNTY OF BALDWIN)

Before me, the undersigned authority in and for said County in said  
State, personally appeared Charles D. Grice, who, being by me first duly  
sworn, deposes and says that he is the Plaintiff in the above case; that he  
signed his name to the above answers; that he has read the foregoing answers  
to the interrogatories heretofore propounded to him by the Defendant; that  
said answers are true and correct.

Charles D. Grice  
Affiant

Sworn to and subscribed before me this  
the 23rd day of June, 1958

Robert M. Brantley  
Notary Public, Baldwin County, Alabama

WITNESSES & BRANTLEY

BY Robert M. Brantley

J. Terry Reynolds, Jr.  
J. Terry Reynolds, Jr.

William R. Lauten  
William R. Lauten  
Attorneys for Plaintiff

ITEMIZED STATEMENT IN ANSWER TO QUESTION 2

Grice's commission income from  
Baldwin Mutual for the Calandar  
year 1956, as shown by 1956 Federal  
income tax withholding statement,  
prepared by Baldwin Mutual Insurance  
Company .....

\$2,655.00

(However, this does not include  
commission income earned by Grice  
owed by Baldwin Mutual Insurance  
Company for the period 10/1/56-  
12/31/56, because Baldwin Mutual  
did not pay Grice any commission  
which he earned on policies sold  
for the Defendant covering the  
period 10/1/56-12/31/56. The com-  
mission income as shown by the with-  
holding statement, actually represents  
a commission of 30% on first year  
business sold by the Plaintiff for the  
Defendant from 1/1/56-1/31/56 and  
a commission of only 20% on first year  
business from 2/1/56-9/30/56.

Estimated premium income on policies  
sold by the Plaintiff for the Defendant  
for the month of January, 1956 ..... \$1,000.00

Estimated commission income for Janu-  
ary, 1956 (30% of \$1,000.00) ..... 300.00

Estimated commission income for period  
2/1/56-9/30/56, paid by the Defendant to  
the Plaintiff according to the 1956 Federal  
income tax withholding statement prepared  
by the Defendant. .... 2,355.00

Estimated premium income for Grice from  
Baldwin Mutual for the period of 2/1/56-  
9/30/56 (\$2,355.00 is to 20%) as <sup>X</sup> is to  
100(%) where "X" = premium income ..... \$11,775.00

Premium income earned by Grice for  
period of 10/1/56-12/31/56 on policies  
sold for Baldwin Mutual (not included in  
1956 Federal income tax withholding state-  
ment prepared by the Defendant)..... 866.00

Total premium income earned by Grice  
on policies sold for Defendant for the  
period of 2/1/56-12/31/56..... 12,641.00

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Earned commission on policies sold by  
Grice for period from 2/1/56-12/31/56  
(30% as called for by the contract  
all business sold by Grice from 2/1/56-  
12/31/56 was first year business, because  
it was necessary for each customer to be re-  
sold as a new customer rather than renewed  
because of a change in rate schedules..... \$3,792.30

Estimated commission income paid  
Grice by the Defendant for policies sold  
during the period of 2/1/56-12/31/56 based  
upon Federal income tax withholding state-  
ment prepared by Baldwin Mutual ..... 2,355.00

Balance of commission income due by  
Baldwin Mutual to Grice for policies  
sold during the period of 2/1/56-12/31/56  
(amount claimed by Count 2)..... \$1437.30

The Defendant would be entitled to set  
off the sum of \$866.00 against the claim,  
because the Plaintiff told the Defendant and  
the Defendant knew that the Plaintiff had  
received premiums on policies sold by the  
Plaintiff during the period of 10/1/56-  
12/31/56, which is the amount on which  
commissions are claimed for such period  
as set out above, and no part of which was  
paid to the Defendant because the Defendant  
had breached the contract. This \$866.00 was  
not paid because it was not due and rightfully  
belonged to Grice as can be seen also from  
this itemized statement. It was actually income  
due Grice by Baldwin Mutual and which he  
rightfully withheld.

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ITEMIZED STATEMENT IN ANSWER TO QUESTION 3

The commission is figured at 25% of the premium on first year business have and 25% of 78% of the premium renewal of such business, which would have been sold but for the breach of contract, such 25% being commissions which Grice would have earned and which was the prevailing commission on multiple lines of insurance, which lines of insurance would have been handled by Grice but for such breach of contract. Because of the breach of contract, Grice was put out of business completely and was not able to sell insurance. The renewals are based on renewals of the first year business for the next four (4) years after the first year. On a renewal of a policy sold the premium would be discounted 22%. In other words on the 2nd, third, fourth and fifth year of the renewals of the policy, premium would be 78% of the original premium.

The business which Grice lost and would have lost because of such breach of contract by Baldwin Mutual is based on his life expectancy of ten (10) years from December 31, 1956, to December 31, 1966.

1957

Second year commission on \$13,641.00  
premium income  
(25% of 78% of \$13,641.).. \$2,660

Premium income on estimated new  
additional business which would have  
been sold in 1957 by Grice. . . . . \$5,000

Commission income on estimated new  
business which would have been sold in 1957  
(25% of \$5,000). . . . . 1,250.

Total estimated commission income in 1957. . . . . \$3,910

1958

Third year commission on \$13,641  
(25% of 78% of \$13,641). . . . . 2,660

Second year commission on estimated new  
business which would have originally been  
sold in 1957  
(25% of 78% of \$5,000). . . . . 975

Premium income on estimated new  
additional business which would be  
sold in 1958. . . . . \$5,000

Commission income on estimated new  
business which would be sold in 1958  
(25% of \$5,000). . . . . 1,250

Total estimated commission income for 1958. . . . . \$4,885

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1959

Fourth year commission on \$13,641  
(25% of 78% of \$13,641) ..... \$2,660

Third Year commission on estimated new  
business which would have originally  
been sold in 1957  
(25% of 78% of \$5,000) ..... 975

Second year commission on estimated new  
business which would have originally  
been sold in 1958  
(25% of 78% of \$5,000)..... 975

Premium income on estimated new  
additional business which would be  
sold in 1959..... \$5,000

Commission income on esti-  
mated new business which would be  
sold in 1959  
(25% of \$5,000).....1,250

Total estimated commission income for 1959..... \$5,860

1960

Fifth year commission on \$13,641  
(25% of 78% of \$13,641) ..... \$2,660

Fourth year commission on estimated new  
business which would have originally  
been sold in 1957  
(25% of 78% of \$5,000)..... 975

Third year commission on estimated new  
business which would have originally  
been sold in 1958  
(25% of 78% of \$5,000)..... 975

Second year commission on estimated new  
business which would have originally  
been sold in 1959  
(25% of 78% of \$5,000)..... 975

Premium income on estimated new  
additional business which would be  
sold in 1960.....\$5,000

Commission income on estimated  
new business which would be sold in 1960  
(25% of \$5,000).....1,250

Total estimated commission income for 1960..... \$6,835

1961

First year commission income on \$13,641 (25% of \$13,641) . . . . .	\$ 3,410.25
Fifth year commission on estimated new business which would have originally been sold in 1957 (25% of 78% of \$5,000). . . . .	975
Fourth year commission on estimated new business which would have originally been sold in 1958 (25% of 78% of \$5,000) . . . . .	975
Third year commission on estimated new business which would have originally been sold in 1959 (25% of 78% of \$5,000). . . . .	975
Second year commission on estimated new business which would have originally been sold in 1960 (25% of 78% of \$5,000). . . . .	975
Premium income on estimated new additional business which would be sold in 1961. . . . .	\$5,000
Commission income on estimated new business which would be sold in 1961 (25% of \$5,000). . . . .	<u>1,250</u>
Total estimated commission income for 1961. . . . .	\$8,650.25

1962

Second year commission income on \$13,641 (25% of 78% of \$13,641) . . . . .	\$2,660
Commission income on \$5,000 premium income for reselling policies which would have originally been sold in 1957 (25% of \$5,000). . . . .	1,250
Fifth year commission on estimated new business which would have originally been sold in 1958 (25% of 78% of \$5,000). . . . .	975
Fourth year commission on estimated new business which would have originally been sold in 1959 (25% of 78% of \$5,000). . . . .	975
Third year commission on estimated new business which would have originally been sold in 1960 (25% of 78% of \$5,000). . . . .	975

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1962 continued

Second year commission on estimated  
new business which would have originally  
been sold in 1961  
(25% of 78% of \$5,000) . . . . . 975

Premium income on estimated new  
additional business which would be sold in  
1962 . . . . . \$5,000

Commission income on estimated new  
business which would be sold in 1962  
(25% of \$5,000). . . . . 1,250

Total estimated commission income for 1962. . . . . \$9,060

1963

Third year commission income on \$13,641  
(25% of 78% of \$13,641) . . . . . \$2,660

Second year commission on estimated  
new business which would have been  
resold in 1962  
(25% of 78% of \$5,000). . . . . 975

Commission income for reselling policies  
which would have originally been sold in 1958  
(25% of \$5,000)..... 1,250

on

Fifth year commission income/estimated  
new business which would have originally  
been sold in 1959  
(25% of 78% of \$5,000). . . . . 975

Fourth year commission on estimated new  
business which would have originally been  
sold in 1960  
(25% of 78% of \$5,000). . . . . 975

Third year commission on estimated new  
business which would have originally been  
sold in 1961  
(25% of 78% of \$5,000). . . . . 975

Second year commission on estimated new  
business which would have originally been  
sold in 1962  
(25% of 78% of \$5,000). . . . . 975

Premium income on estimated new  
additional business which would be  
sold in 1963. . . . . \$5,000

Commission income on estimated new  
business which would be sold in 1963  
(25% of \$5,000). . . . . 1,250

Total estimated commission income for 1963. . . . . \$10,035

1964

Fourth year commission on \$13,641  
(25% of 78% of \$13,641) ..... \$2,660

Third year commission on estimated new  
business which would have been resold in  
1962  
(25% of 78% of \$5,000)..... 975

Second year commission on estimated new  
business which would have been resold in  
1963  
(25% of 78% of \$5,000)..... 975

Commission income on \$5,000 premium  
income for reselling policies which have  
originally been sold in 1959  
(25% of \$5,000)..... 1,250

Fifth year commission on estimated new  
business which would originally have been  
sold in 1960  
(25% of 78 % of \$5,000)..... 975

Fourth year commission on estimated new  
business which would originally been sold in  
1961  
(25% of 78% of \$5,000)..... 975

Third year commission on estimated new  
business which would originally been sold  
in 1962  
(25% of 78% of \$5,000)..... 975

Second year commission on estimated new  
business which would originally been sold  
in 1963  
(25% of 78% of \$5,000)..... 975

Premium income on estimated new additional  
business which would be sold in 1964. .... \$5,000

Commission income on estimated new  
additional business which would be sold  
in 1960  
(25% of \$5,000)..... 1,250

Total estimated income for 1964. .... \$11,010.

1965

Fifth year commission on \$13,641  
(25% of 78% of \$13,641) ..... \$2,660

Fourth year commission on estimated new  
business which would have been resold  
in 1962  
(25% of 78% of \$5,000)..... 975

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1965 continued

Third year commission on estimated new  
business which would have been resold in  
1963

(25% of 78 % of \$5,000). . . . . 975

Second year commission on estimated new  
business which would have been resold  
in 1964

(25% of 78% of \$5,000). . . . . 975

Commission income on \$5,000 premium  
income for reselling policies which would  
have been originally sold in 1960

(25% of \$5,000). . . . . 1,250

Fifth year commission on estimated new business  
which would have originally been sold in  
1961. 78% of

(25% of \$5,000). . . . . 975

Fourth year commission on estimated new  
business which would have originally been  
sold in 1962

(25% of 78% of \$5,000). . . . . 975

Third year commission on estimated new  
business which would have originally been  
sold in 1963

(25% of 78% of \$5,000). . . . . 975

Second year commission on estimated new  
business which would have originally been  
sold in 1964

(25 % of 78% of \$5,000). . . . . 975

Premium income on estimated new  
additional business which would be

sold in 1965. . . . . \$5,000

Commission income on estimated new  
additional business which would be sold  
in 1965

(25% of \$5,000). . . . . 1,250

Total estimated commission income for 1965/ . . . . . \$11,985.

1966

First year commission income on \$13641

(25% of \$13641). . . . . \$3,410.25

Fifth year commission on estimated new  
business which would have been resold in  
1962

(25% of 78% of \$5,000). . . . . 975

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1966 Continued

Fourth year commission on estimated new business which would have been resold in 1963 (25% of 78% of \$5,000). . . . .	975
Third year commission on estimated new business which would have been resold in 1964 (25% of 78% of \$5,000). . . . .	975
Second year commission on estimated new business which would have been resold in 1965 (25% of 78% of \$5,000). . . . .	975
Commission income on \$5,000 premium income for reselling policies which would have been originally sold in 1961 (25% of \$5,000). . . . .	1,250
Fifth year commission on estimated new business which would have been originally sold in 1962 (25% of 78% of \$5,000). . . . .	975
Fourth year commission on estimated new business which would have been originally sold in 1963 (25% of 78% of \$5,000). . . . .	975
Third year commission on estimated new business which would have been originally sold in 1964 (25% of 78% of \$5,000). . . . .	975
Second year commission on estimated new business which would have originally been sold in 1965 (25% of 78% of \$5,000). . . . .	975
Premium income on estimated new additional business which would be sold in 1966. . . . .	\$5,000
Commission income on estimated new business which would be sold in 1966 (25% of \$5,000) . . . . .	<u>1,250</u>
Total estimated commission income for 1966. . . . .	<u>\$13,710.25</u>
Total estimated commission income for 1957-1966 (amount claimed in Count 2)	\$85,850.50

352.8

CHARLES GRICE

PLAINTIFF

VS

BALDWIN MUTUAL INSURANCE  
COMPANY, INC., A CORPORATION,

DEFENDANT

ANSWER TO INTERROGATORIES

FILED

JUN 23 1958

ALICE J. BARK, Clerk

LAW OFFICES OF  
WILTERS & BRANTLEY  
BAY MINETTE, ALABAMA

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 4251

----- TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon BALDWIN MUTUAL INSURANCE COMPLAINT, INC. a corp.

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-----

BALDWIN MUTUAL INSURANCE COMPLAINT, INC. A ~~EEE~~ CORP.-----, Defendant---

by CHARLES D. GRICE-----

-----, Plaintiff---

Witness my hand this 1st day of April 1958

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Charles D. Grice, Clerk

CHARLES D. GRICE,	(	IN THE CIRCUIT COURT OF
	)	
Plaintiff,	(	BALDWIN COUNTY, ALABAMA,
	)	
VS.	(	AT LAW.
	)	
BALDWIN MUTUAL INSURANCE	(	NO. _____
COMPANY, INC., a corporation,	)	
	)	
Defendant.	)	

COUNT ONE.

Plaintiff claims of the Defendant the sum of, to-wit, ONE THOUSAND FOUR HUNDRED THIRTY SEVEN AND 30/100 (\$1437.30) DOLLARS, due from the Defendant by account on, to-wit, the 1st day of February, 1956, which sum of money, with the interest thereon, is still due and unpaid.

COUNT TWO

Plaintiff claims of the Defendant the further sum of, to-wit, EIGHTY FIVE THOUSAND EIGHT HUNDRED FIFTY AND 50/100 (\$85,850.50) DOLLARS, due from the Defendant by account from the month of, to-wit, January, 1957, which sum of money, with the interest thereon, is still due and unpaid.

COUNT THREE

Plaintiff claims of the Defendant the sum of, to-wit, ONE THOUSAND FOUR HUNDRED THIRTY SEVEN AND 30/100 (\$1437.30) DOLLARS, as damages, for the breach of a written contract entered into by and between the Plaintiff and Defendant, on, to-wit, the 1st day of July, 1953, a true copy of said contract being attached hereto and made a part hereof, and referred to herein as Exhibit "A".

Plaintiff avers that on, to-wit, the 1st day of February, 1956, and while said contract was in full force and effect the Defendant advised the Plaintiff orally, and without the consent of the Plaintiff, that the Defendant would thereafter pay the Plaintiff as his commission on first year business on Fire and Extended Coverage policies of insurance sold by the Plaintiff as agent for the Defendant twenty (20%) percent of the premium of such policies, instead of the thirty (30%) percent of such premium as provided for in said written contract; that the Plaintiff acted as such agent for the Defendant during the period of, to-wit, February 1, 1956, to, to-wit, the 31st day of

December, 1956, and during said period sold as such agent for the Defendant first year business on Fire and Extended Coverage policies of insurance in the Defendant's company; that the premiums for such policies sold by the Plaintiff as such agent during said period totaled, to-wit, TWELVE THOUSAND SIX HUNDRED FORTY ONE AND NO/100 (\$12,641.00) DOLLARS, the Plaintiff thereby earning commission on such first year premiums of such policies during said period in the amount of, to-wit, THREE THOUSAND SEVEN HUNDRED NINETY TWO AND 30/100 (\$3,792.30) DOLLARS. The Defendant paid the Plaintiff only the sum of, to-wit, TWO THOUSAND THREE HUNDRED FIFTY FIVE AND NO/100 (\$2,355.00) DOLLARS, for such commissions during said period, the Defendant thereby breaching said written contract. The Plaintiff avers that he has fully performed said contract on his part, and as a proximate result of said breach of contract by the Defendant, the Plaintiff was damaged in the amount of, to-wit, ONE THOUSAND FOUR HUNDRED THIRTY SEVEN AND 30/100 (\$1,437.30) DOLLARS, which sum of money with/

the interest thereon is still due and unpaid.

#### COUNT FOUR

Plaintiff claims of the Defendant the further sum of, to-wit, EIGHTY FIVE THOUSAND EIGHT HUNDRED FIFTY AND 50/100 (\$85,850.50) DOLLARS, as damages, for the breach of a written contract entered into by and between the Plaintiff and the Defendant, on, to-wit, the 1st day of July, 1953, a true copy of said contract being attached hereto and made a part hereof and referred to herein as Exhibit "A".

Plaintiff avers that in the month of, to-wit, January, 1957, and after, to-wit, the 10th day of January, 1957, and while said contract was in full force and effect, the Defendant breached said contract in that the Defendant, acting by and through its agent, servant or employee, Arthur A. Holk, failed or refused to forward to the Plaintiff prior to, to-wit, the 10th day of January, 1957, and said failure continuing after said date and during said month of, to-wit, January, 1957, a statement setting forth all policies or endorsements with the premium or written premiums thereon issued or cancelled thereby or through the Plaintiff during the previous month, in violation of Paragraph numbered 5 of said written contract, and the Defendant, acting by and through its said agent, servant or employee, did fail or refuse, when requested to do so by the Plaintiff, to release to the Plaintiff the



business sold by the Plaintiff, consisting of policies of insurance written by the Plaintiff in the Defendant, company, Baldwin Mutual Insurance Company, which business was then and there and still is the property of the Plaintiff, in breach of said written contract. Plaintiff avers that he has performed said written contract in all respects on his part, but as a proximate result of said combined breaches of the said contract on the part of the Defendant, the Plaintiff was damages as follows: the Plaintiff has lost and will have lost premium income on policies which he would have sold but for said breaches, and has lost and will have lost commissions which he would have earned on such premium income in the amount of, to-wit, EIGHTY FIVE THOUSAND EIGHT HUNDRED FIFTY AND 50/100 (\$85,850.50) DOLLARS, for all of which the Plaintiff sues.

WILTERS AND BRANTLEY

BY Robert M Brantley

J. Terry Reynolds, Jr.  
J. TERRY REYNOLDS, JR.

William R. Lauten  
WILLIAM R. LAUTEN  
Attorneys for Plaintiff

The Plaintiff respectfully demands a trial by jury in this case.

WILTERS AND BRANTLEY

BY: Robert M Brantley

J. Terry Reynolds, Jr.  
J. TERRY REYNOLDS, JR.

William R. Lauten  
WILLIAM R. LAUTEN  
Attorneys for Plaintiff

Defendant may be served by service of a copy of the Complaint on Arthur A. Holk, General Agent, at the Defendant's office in Foley, Alabama

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AND

William R. Lauten

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EXHIBIT "A"

AGENCY CONTRACT

BALDWIN MUTUAL INSURANCE COMPANY, INC.

FOLEY, ALABAMA

This agreement WITNESSETH:

That, BALDWIN MUTUAL INSURANCE COMPANY, INC., of Foley, Alabama, does hereby appoint Charles D. Grice of Mobile 19, Alabama as its authorized agent at Mobile and vicinity for the consideration hereinafter expressed and it is hereby agreed as follows:

1. That the agent may procure acceptable applications and perform other acts as Agent as may be expressly provided hereinafter for the following kind of insurance upon which the company agrees to allow the Agent commission at a rate indicated opposite the class.

COMMISSIONS

(A) Commission on the first year business on fire and extended coverage, shall be 30%.

(B) Commission on renewal business for following year provided agent has written at least \$500.00 of first year premium the previous year, shall be 15%.

2. In consideration of the foregoing agreement on the part of the Company the agent agrees to use his best skill and judgment in the selection of insurance risks for the Company and in performing such other acts as required in conformity with the rules and regulations of the Company governing the conduct of the business.

3. The Company agrees to furnish the Agent all necessary blanks and supplies required in the issuance and servicing of insurance policies, as provided for in this contract, and all supplies furnished by the Company shall at all times be considered the property of the Company and upon termination of the Agency, all supplies in the possession of the Agent shall immediately be returned to the Company and the General Agent.

4. The Agent shall keep full and accurate records of all policies and business done for the company by or through his Agency, submitting to the General Agent immediately all applications and/or Daily Reports and endorsements of policies issued and shall keep in proper form full and accurate accounts of premiums collected and other financial transactions affecting the Company and the General Agent.

5. The General Agent agrees to forward to the agent not later than the tenth day of each month, a statement setting forth all policies or endorsements with the premiums or return premiums thereon issued or cancelled by or through the Agent during the previous month; and settlement of the account shall be made on the basis of the General Agents Statement.

6. Premiums on all policies and endorsement written by the Agent shall be due and payable to the General Agent 30 days after the close of the month in which the premiums are written.

7. If the Agent elects to extend credit to any insured he shall do so at his own risk, and the credit so extended shall in no respect delay the payment of the premiums to the General Agent.

8. All premiums collected by the agent on contracts of this Company shall immediately become, be and remain, trust funds in his hands until actually paid to the Home Office of the Company or General Agent.

9. The keeping of an account with the Agent on the General Agents' books, as creditor and debtor account or a declaration of accounts, is declared a memorandum of business transacted and such keeping of account shall not be held to waive assertion of trust relation as to premiums collected by the Agent.

10. The Company and/or General Agent shall have the right at any time to reject any risk submitted by the Agent and the Agent shall not be entitled to any commission on any risk cancelled without charge to the insured.

11. On any risk ordered cancelled by the Company or General Agent, the Agent will immediately return any policy or other obligation to the General Agent or his duly authorized representative and submit evidence that same has been effectively cancelled.

12. The Agent agrees to return to the Company or General Agent the full commission on that part of any premium returned to the insured either during the existence of this agreement or after its termination.

13. The Agent agrees to pay a reasonable attorney's fee if the General Agent deems it necessary to and does employ an attorney to enforce the obligations of this contract, such fee shall, however, be not less than 15% of any amount that may be due by the Agent.

14. The Agent shall not alter any condition or provision of any policy certificate, binder or contract executed by the Company, unless specifically authorized in writing by the company to do so.

15. Either party hereto may cancel this agency agreement by giving 10 days notice in writing to the other party hereto and all accounts owing the company or General Agent shall become immediately due and payable.

16. The expirations, daily reports and other records of this agent relating to the issuance of any policy under this contract shall belong to the agent, unless within 30 days after termination of this contract the agent shall fail to pay to the General Agents all amounts due hereunder, in which event same shall be surrendered to the General Agent immediately upon demand therefor.

17. It is expressly understood that this contract embodies all agreements existing between said company and General Agent and Agent, and no officer or representative of the company shall have power to alter or waive any of the terms or conditions unless such alterations or waiver be made in writing duly signed and attached hereto.

Dated and accepted at Foley, Alabama this 1st day of July, 1953.

BALDWIN MUTUAL INSURANCE COMPANY, INC.

S/ Arthur A. Holk

General Agent

S/ Charles D. Grice

Agent

*Executed April 4, 1958*

4251

CHARLES D. GRICE

PLAINTIFF

VS

BALDWIN MUTUAL INSURANCE  
COMPLAINT, INC., a corp.,

DEFENDANT

BILL OF COMPLAINT

FILED

APR 1 1958

ALICE L. DUCK, Clerk

LAW OFFICES OF  
WILTERS & BRANTLEY  
BAY MINETTE, ALABAMA

CHARLES D. GRICE,

Plaintiff,

vs.

BALDWIN MUTUAL INSURANCE  
COMPANY, INC., a  
Corporation,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW.

NO. 4251.

DEMURRER TO THE COMPLAINT:

Now comes the Defendant, by its Attorney and demurs to the Complaint and to each and every count thereof, separately and severally, and as grounds of such demurrer, 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 conclusions of the pleader.
4. The allegations of the complaint are vague, indefinite and uncertain.
5. No facts are alleged to show that the Plaintiff has complied with his said contract with the Defendant.
6. The allegations of the complaint are conclusions of the pleader and no facts are alleged to show that there is any duty on the Defendant to release the business described in the complaint to the Plaintiff.
7. The allegations of the complaint are conclusions of the pleader and no facts are alleged to show that there was any duty on the Defendant to release the business described in the complaint to the Plaintiff.
8. The allegations of the complaint are vague, indefinite and uncertain in that it does not describe the policies of insurance written by the Plaintiff in the Defendant Company and which the Plaintiff claims as his property.
9. No facts are alleged to show that the policies of insurance which are referred to in the complaint are the property of the Plaintiff.

10. It affirmatively appears that the policies of insurance referred to in the complaint are not the property of the Plaintiff.

11. It affirmatively appears that the policies of insurance referred to in the complaint were written by the Plaintiff while an agent for the Defendant and no facts are alleged to show that the said policies are the property of the Plaintiff.

12. It affirmatively appears that the policies of insurance referred to in the complaint were written by the Plaintiff while an agent for the Defendant and no facts are alleged to show that the Plaintiff has any right to the said policies adverse to the Defendant.

13. It affirmatively appears that the policies of insurance referred to in the complaint were written by the Plaintiff while an agent for the Defendant and that the said policies are the property of the Defendant.

14. It affirmatively appears that the expirations referred to in the complaint were written by the Plaintiff while an agent of the Defendant and that the said expirations are the property of the Defendant.

15. No facts are alleged to show any duty on the Defendant to furnish the Plaintiff on, to-wit, January 10, 1957, a statement setting forth all policies or endorsements with the premiums or written premiums thereon issued or cancelled thereby or through the Plaintiff during the previous month.

16. The allegations of the complaint are conclusions of the pleader and no facts are alleged to show that any contract between the Plaintiff and the Defendant was in full force and effect on, to-wit, January 10, 1957.

17. No facts are alleged which entitle the Plaintiff to the damages claimed.

18. No facts are alleged to show when the Plaintiff requested the Defendant to release the business sold by the Plaintiff consisting of policies of insurance written by the Plaintiff in the Defendant Company.

19. No facts are alleged to show how the Plaintiff requested the Defendant to release the business sold by the Plaintiff, consisting of policies of insurance written by the Plaintiff in the Defendant Company.

20. The allegations of the complaint are vague, indefinite and uncertain and no facts are alleged to show the period of time during which the Plaintiff lost and will have lost premium income on policies which he would have sold.

21. The allegations of the complaint are vague, indefinite and uncertain and no facts are alleged to show the period of time during which the Plaintiff lost and will have lost premium income on policies which he would have sold but for said breaches and has lost and would have lost commissions which he would have earned on such premium income.

22. No facts are alleged to show that the Plaintiff's alleged damages were caused by any wrongful act of the Defendant.

23. No facts are alleged to show that the Plaintiff's alleged damages were the result of the alleged breach of contract by the Defendant.

24. No facts are alleged to show that the Plaintiff has lost and will have lost premium income on policies which he would have sold but for said breaches, and has lost and will have lost commissions which he would have earned on such premium income.

25. No facts are alleged to show the period of time during which the Plaintiff lost and will have lost premium income on policies which he would have sold but for said breaches.

26. No facts are alleged to show the period of time during which the Plaintiff has lost and will have lost commissions which he would have earned on such premium income.

27. No facts are alleged to show the Defendant breached its alleged contract with the Plaintiff.

28. No facts are alleged to show when the Defendant breached its alleged contract with the Plaintiff.

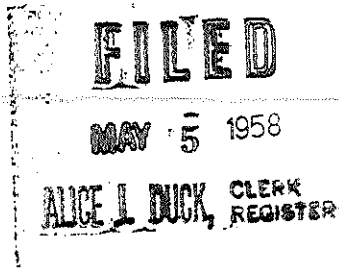
29. No facts are alleged to show when the amounts alleged to be due became due.

30. No facts are alleged to show if the amounts alleged to be due came due in one lump sum or on one or more different dates.

31. No facts are alleged to show when the policies of insurance, which are alleged to have been sold by the Plaintiff, were sold by him.

32. No facts are alleged to show to whom the policies of insurance, which are alleged to have been sold by the Plaintiff, were sold.

33. It affirmatively appears that the relationship of principal and agent, or master and servant, existed between the Plaintiff and Defendant at the times complained of and no facts are alleged to show that the policies of insurance, which are alleged to have been sold by the Plaintiff, belonged to him.



*J. B. Blackburn*  
Attorney for Defendant.



DEMURRER TO THE COMPLAINT

CHARLES D. GRICE,

Plaintiff,

vs.

BALDWIN MUTUAL INSURANCE  
COMPANY, INC., a corporation,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW. NO. ~~4251~~

3528

FILED

MAY 5 1958

ALICE J. DUCK, Clerk

J. B. BLACKBURN  
ATTORNEY AT LAW  
BAY MINETTE, ALABAMA

CHARLES D. GRICE,

VS.

BALDWIN MUTUAL INSURANCE  
COMPANY, INC., a corporation,  
Defendant.

Plaintiff,

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW NO. 4251

INTERROGATORIES PROPOUNDED TO THE PLAINTIFF

Now comes the defendant and, pursuant to the provisions of Title 7, Sections 477 et seq., of the 1940 Code of Alabama, propounds the following interrogatories to the plaintiff:

1. Please state your full name.
2. Please prepare and attach to your answers to these interrogatories a full, true, complete, and correct itemized statement of the account sued on in Count One of the complaint which you have filed in this case.
3. Please prepare and attach to your answers to these interrogatories a full, true, complete, and correct itemized statement of the account sued on in Count Two of the complaint which you have filed in this case.
4. Please give the names and addresses of all banks in which you deposited premiums collected by you on policies sold for the defendant in this case between July 1, 1953, and April 1, 1957.
5. Please prepare and attach to your answers to these interrogatories a full, complete, and accurate list of all policies sold by you for the defendant on which you claim that you have not been paid the full commissions due you, together with the following information:
  - (a) The effective date of the policy.
  - (b) The number of the policy.
  - (c) The name or names of the insured.
  - (d) The kind of insurance sold - that is, whether written for fire, lightning, or other coverage.
  - (e) The amount of each policy sold.

(f) The total premium due on each policy.

(g) Was the premium, or any part thereof, paid to you? If so, show the amount paid to you and the date that such payment was made.

Dated this 24th day of April, 1958.

BALDWIN MUTUAL INSURANCE COMPANY, INC.,  
a corporation, (defendant)

By

J. B. Blackburn

As its Attorney

STATE OF ALABAMA )

\*

BALDWIN COUNTY )

Before me, the undersigned authority, within and for said County in said State, personally appeared J. B. Blackburn, who, after being by me first duly and legally sworn, deposes and says: That he is attorney for the defendant in the above entitled cause; that the answers to the foregoing interrogatories, truthfully made, will be material evidence for the defendant in the trial of said cause.

J. B. Blackburn

Sworn to and subscribed before me on  
this the 24th day of April, 1958.

Glenn L. Miller

Notary Public, Baldwin County, Alabama

I, Albert M. Brantley one of the  
attorneys for the Plaintiff in the above  
style case, hereby accept service  
of the interrogatories propounded  
hereunto.

April 24, 1958 Albert M. Brantley

PLAINTIFF

CHARLES D. GRICE,

Plaintiff,

VS.

BALDWIN MUTUAL INSURANCE COMPANY,  
INC., a corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4251

3528

Filed 4-24-58  
Reid French  
Clerk

J. B. BLACKBURN

ATTORNEY AT LAW

BAY MINETTE, ALABAMA

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW. NO. 3528.

## NOTICE 通知

Wilters & Brantley and J. Terry Reynolds and William R. Lauten, Attorneys for Plaintiff.

You are hereby notified that the Defendant desires to take the testimony of the Plaintiff, Charles D. Grice, in the manner and for the purposes set out in Title 7, Sections 474 (1)-(17) 1955 Cumulative Pocket Part of the Code of Alabama, before Louise J. Dusenbury, Notary Public, Baldwin County, Alabama, who is also the Court Reporter for the 28th Judicial Circuit of Alabama, at 9:30 o'clock A. M., on August 6, 1958, in the little courtroom at the Courthouse in Bay Minette, Alabama.

Dated this 28th day of July, 1958.

Attorney for Defendant.

STATE OF ALABAMA

BALDWIN COUNTY

I hereby certify that I mailed a copy of the above and foregoing instrument to Tolbert M. Brantley, Esq., Bay Minette, Alabama, and to William R. Lauten, Esq., First National Bank Building, Mobile, Alabama, Attorneys for the Plaintiff, by first class mail, postage prepaid, on this the 28th day of July, 1958.

Attorney for Defendant.

CHARLES D. GRICE,	)	
	)	
Plaintiff,	)	
VS.	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
BALDWIN MUTUAL INSURANCE	)	
COMPANY, INC., a corpor-	)	AT LAW
ation,	)	NO. 3528
	)	
Defendant.	)	

MOTION TO DISMISS FOR WANT OF PROSECUTION

Now comes the defendant, by its attorney, and shows to the court as follows:

1. Defendant's demurrer to the plaintiff's complaint in this cause was sustained on August 26, 1958, and up to the date of the filing of this motion the plaintiff has not amended his complaint.

2. On, to-wit, January 5, 1959, defendant's attorney addressed a letter to plaintiff's attorneys, properly addressed to them at their place of business, and requested that they amend their complaint before January 15, 1959, or on the said date this motion to dismiss the said cause for the want of prosecution would be filed.

WHEREFORE, defendant moves the court to dismiss this case for the want of prosecution and tax the cost thereof against the said plaintiff.

**FILED**

JAN 15 1959

ALICE I. DUCK, CLERK  
REGISTER

*J. B. Blackburn*  
Attorney for defendant

CHARLES D. GRICE,

VS.

BALDWIN MUTUAL INSURANCE COM-  
PANY, INC., a corporation,

Plaintiff,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3528

AMENDED DEMURRER

Now comes the defendant and further amends the demurrer heretofore filed in this cause by adding thereto the following grounds:

80. No facts are alleged to show that the alleged contract between the plaintiff and the defendant was required to be in writing.

81. No facts are alleged to show that the alleged contract between the plaintiff and the defendant was required to be modified or changed in writing.

82. No facts are alleged to show that the alleged contract between the plaintiff and the defendant could not be modified or changed except in writing.

83. No facts are alleged to show that the defendant did not have the right to make a parol change or modification of its alleged written contract with the plaintiff insofar as the change related to commissions to be earned by the plaintiff thereafter.

84. No facts are alleged to show that the defendant's alleged servant, agent or employee was acting within the line and scope of his authority or employment at the time of the matters and things alleged in the complaint.

**FILED**

AUG 14, 1958

ALICE I. DUCK, CLERK  
REGISTER

*J. B. Blackburn*  
Attorney for defendant