

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON  
LAWYERS

SUITE 622 FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

CHAS. C. HAND  
C. B. ARENDALL, JR.  
T. MASSEY BEDSOLE  
THOMAS G. GREAVES, JR.  
WM. BREVARD HAND  
VIVIAN G. JOHNSTON, JR.  
PAUL W. BROCK  
ALEX F. LANKFORD, III  
EDMUND R. CANNON, JR.  
LYMAN F. HOLLAND, JR.  
J. THOMAS HINES, JR.  
W. C. BOONE, JR.  
DONALD F. PIERCE

MAILING ADDRESS:  
P. O. BOX 123

CABLE ADDRESS:  
HAB

TELEPHONE:  
HEMLOCK 2-5514

November 28, 1959

Miss Alice J. Duck  
Clerk, Circuit Court of  
Baldwin County  
Bay Minette, Alabama

3892

Re: Di Chiara v. National Union Fire Ins. Co.

Dear Miss Duck:

Attached hereto you will find INTERROGATORIES  
PROPOUNDED TO THE PLAINTIFF which we would appreciate  
your filing and serving a copy on attorney for plain-  
tiff.

Please date and sign the copy of this letter which  
is also attached and return to us in the enclosed self-  
addressed, stamped envelope.

Your assistance and cooperation is most appreciated.

Yours very truly,

W. C. Boone, Jr.

For the Firm

WCB.cmb  
Encs.

LAW OFFICES  
JAMES A. BRICE  
FOLEY, ALABAMA

JAMES A. BRICE  
RICHARD C. LACEY

December 4, 1959

P. O. Box 298  
WHITEHALL 3-3601

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

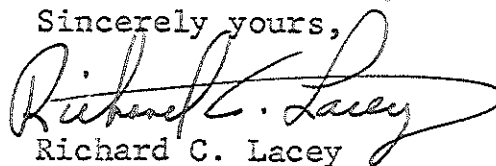
Re: Louis Di Chiara  
vs: National Union Fire Insurance Co.

Dear Mrs. Duck:

Enclosed please find an answer to interrogatories propounded by defendant. We are also enclosing interrogatories for answer by Defendant. Please transmit same to defendant's attorney.

Thank you.

Sincerely yours,

  
Richard C. Lacey

RCL/vd

Enclosures

LAW OFFICES  
JAMES A. BRICE  
FOLEY, ALABAMA

JAMES A. BRICE  
RICHARD C. LACEY

P. O. Box 298  
WHITEHALL 3-3601

August 3, 1959

Mrs. Alice J. Duck  
Circuit Clerk  
Baldwin County  
Bay Minette, Alabama

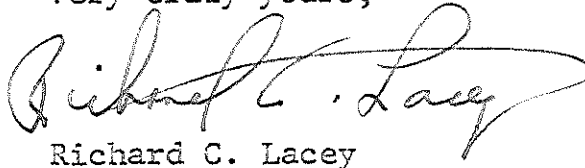
Dear Mrs. Duck:

I am enclosing a letter written by me on July 30th to Mr. Wilkins. The letter was returned to me with their answer on the bottom of the letter. As you can see, a state of confusion still exists.

I believe that you stated in our telephone conversation that the papers had been returned to your office. If this is the case, would you please return them to Mr. Wilkins for re-service.

I appreciate your cooperation in this matter and trust all will be cleared up soon.

Very truly yours,

A handwritten signature in cursive script, reading "Richard C. Lacey". The signature is fluid and stylized, with a large, sweeping flourish at the end.

Richard C. Lacey

vd

Enclosure

LAW OFFICES  
JAMES A. BRICE

FOLEY, ALABAMA

July 30, 1959

JAMES A. BRICE  
RICHARD C. LACEY

P. O. Box 298  
WHITEHALL 3-3601

Mr. Taylor Wilkins  
Sheriff of Baldwin County,  
Bay Minette, Alabama

Re: Louis Di Chiara  
Vs: National Union Fire Insurance  
Company  
At Law: # 3892

Dear Mr. Wilkins:

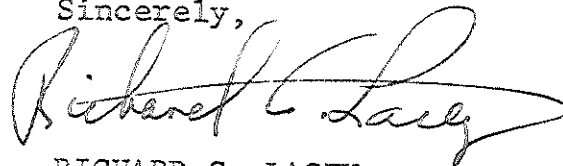
Mrs. Duck has just informed me that service was not perfected in subject case. I am extremely curious to ascertain the difference in this case and the companion case with the same plaintiff against Trinity Universal Insurance Company.

In my letter of transmittal I asked that the Superintendent of Insurance be served, as I did in the companion case. I am assuming that the Sheriff of Montgomery County, for some unknown reason, failed to serve the Superintendent.

Would you please re-serve this summons and inform me as to the status.

Thanking you in advance,

Sincerely,



RICHARD C. LACEY

RCL:jcp

*The above paper was mailed to  
the Montgomery Sheriff 7/7/59 to  
be served on Sup't. of Insurance.  
~~The~~ No return has been made  
from Monty.*

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON  
LAWYERS

SUITE 622 FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

September 1, 1959

CHAS. C. HAND  
C. D. ARENDALL, JR.  
T. MASSEY BEDSOLE  
THOMAS G. GREAVES, JR.  
WM. BREVARD HAND  
VIVIAN G. JOHNSTON, JR.  
PAUL W. BROCK  
ALEX F. LANKFORD, III  
EDMUND R. CANNON, JR.  
LYMAN F. HOLLAND, JR.  
J. THOMAS HINES, JR.  
W. C. BOONE, JR.  
DONALD F. PIERCE

MAILING ADDRESS:  
P. O. BOX 123

CABLE ADDRESS:  
HAS

TELEPHONE:  
HEMLOCK 2-5514

Circuit Court  
Baldwin County  
Bay Minette, Alabama

Attention: Alice Duck, Clerk

Re: Louis Di Chiara v. National Union  
Fire Insurance Company

Dear Madam:

Enclosed is the Answer of the defendant in the above cause, which I would appreciate your filing for me.

I would appreciate your acknowledging receipt of this Answer on the enclosed carbon copy so that I will be certain same was received by you.

Many thanks for your cooperation.

Yours very truly,

*W. C. Boone, Jr.*  
For the Firm

WCB/jk  
encl.

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON  
LAWYERS

SUITE 622 FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

CHAS. C. HAND  
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W. C. BOONE, JR.  
DONALD F. PIERCE

MAILING ADDRESS:  
P. O. BOX 123

CABLE ADDRESS:  
HAB

TELEPHONE:  
HEMLOCK 2-5514

December 31, 1959

Hon. Alice J. Duck  
Clerk of the Circuit Court  
of Baldwin County, Alabama  
Bay Minette, Alabama

Re: Louis Di Chiara v. National Union Fire  
Insurance Company.

Dear Miss Duck:

Enclosed are the answers of the defendant to the  
interrogatories previously propounded by the plaintiff,  
which I would appreciate your placing of record for me.

I have this date mailed an executed copy of these  
answers to James A. Brice, Esq., attorney for the  
plaintiff.

Yours very truly,

*W. C. Boone, Jr.*

For the Firm

WCB.cmb  
Enc.

LOUIS DI CHIARA, : IN THE CIRCUIT COURT OF  
 Plaintiff, : BALDWIN COUNTY, ALABAMA  
 Vs. :  
 : AT LAW  
 NATIONAL UNION FIRE INSURANCE :  
 COMPANY, : CASE NO. \_\_\_\_\_  
 :  
 Defendant. :  
 :

ANSWERS TO INTERROGATORIES PROPOUNDED BY THE PLAINTIFF

Comes now the defendant in the above cause and answers the interrogatories heretofore propounded by the plaintiff as follows:

1. \$711.89.
2. The Warren Company, Inc., a Georgia corporation.
3. This \$711.89 payment was made to pay off the balance due to The Warren Company, Inc., seller of the vegetable case in question.

NATIONAL UNION FIRE INSURANCE COMPANY,  
 a corporation

By Brew Briner  
 Its Asst. Vice President

STATE OF PENNSYLVANIA:

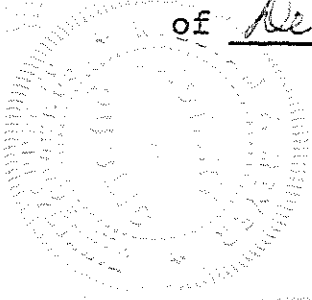
COUNTY OF Allegheny :

Before me, the undersigned Notary Public, in and for said county, in said state, personally appeared Brew Briner, who is known to me to be the Asst. Vice President of the National Union Fire Insurance Company, a corporation, and who, after having been first duly sworn, on oath deposes and says:

I am Robert Briner, the  
Asst. Vice President of the National Union Fire  
Insurance Company, a corporation, authorized by said  
corporation to answer the interrogatories heretofore pro-  
pounded. I have read these interrogatories and the  
answers thereto, and the same are true and correct to  
the best of my knowledge and belief.

Robert Briner

Subscribed and sworn to before me this 23<sup>rd</sup> day  
of December, 1959.



William T. Mayer  
Notary Public,  
Allegheny County, Pennsylvania.



LOUIS DI CHIARA,

PLAINTIFF,

VS.

NATIONAL UNION FIRE INSURANCE  
COMPANY,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

INTERROGATORIES PROPOUNDED TO THE DEFENDANT:

Comes now the Plaintiff in the above cause and propounds the following interrogatories to the Defendant:

1. State the amount of any payment made to any claimant under National Union Fire Insurance Company Policy No. 1F-523200-244, for loss of a Warren Vegetable Case, Serial No. 1 CVDS-10-G.

2. If a payment has been made to any claimant under National Union Fire Insurance Company's Policy No. 1F-523200-244 for the loss of a Warren Vegetable Case, Serial No. 1 CVDS-10-6, state the name of the claimant.

3. If a payment has been made to any claimant under National Union Fire Insurance Company's Policy No. 1 F-523200-244 for the loss of a Warren Vegetable Case, Serial No. 1 CVDS-10-6, state the basis upon which the claim was paid and the interest of the claimant in the said vegetable case.

FILED  
DEC 5 1959  
ALICE L. DUCK, CLERK  
REGISTER

JAMES A. BRICE

RICHARD C. LACEY

ATTORNEYS FOR PLAINTIFF

ALLEGEDLY FOR SAVINILLE

FILED  
DEC 3 1959  
U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

WILLIAM C. TROTT  
JAMES V. PRICE  
*[Signature]*

the claimant in the said vegetable case.  
state the parts upon which the claim was paid and the interest of  
for the loss of a Mexican Vegetable Case, Serial No. 1 CAD2-10-6,  
NATIONAL UNION FIRE INSURANCE COMPANY, a policy No. 1 E-253500-544  
3. It is believed has been made to said claimant under  
state the name of the claimant.

159 J  
CO 1892  
No. 3892  
*Louis Di Chiara*  
vs  
*National Union Fire Insurance Co.*  
for the loss of a Mexican Vegetable Case, Serial No. 1 CAD2-10-6,  
NATIONAL UNION FIRE INSURANCE COMPANY, a policy No. 1 E-253500-544  
It is believed has been made to said claimant under  
state the name of the claimant.

Interrogatories

INTERROGATORIES SUBMITTED TO THE DEFENDANT:

DEFENDANT:  
COMBANY,  
NATIONAL UNION FIRE INSURANCE  
AS:  
BY MAILING:  
LOUIS DI CHIARA,  
AT LAW,  
SOUTHERN DISTRICT OF CALIFORNIA

EXECUTED  
This 9 day of Dec., 19 59  
by serving a copy of the within on  
Mr. Beddel - atty  
RAY D. L. BEDDEL, Sheriff  
By H. L. Brown, D.S.

LOUIS DI CHIARA,	)	IN THE CIRCUIT COURT OF
	)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
	)	
Vs.	)	
	)	AT LAW
NATIONAL UNION FIRE	)	
INSURANCE COMPANY,	)	CASE NO. _____
	)	
Defendant.	)	

INTERROGATORIES PROPOUNDED TO THE PLAINTIFF

Comes now the defendant in the above cause and propounds the following interrogatories to the plaintiff:

(1) State your name.

(2) List each and every item of stock and fixture which was located in your store at the time of the fire on December 3, 1958 (not including the furnishings located in your apartment next to the store).

(3) State your opinion as to the value of each item of stock and fixture inquired about in Interrogatory 2, as of December 3, 1958.

(4) State, in your opinion, the value of the vegetable case as of December 3, 1958.

W. C. Boone, Jr.  
622 First National Bank Building  
Mobile, Alabama  
Attorney for Defendant

Of Counsel:

HAND, ARENDALL, BEDSOLE,  
GREAVES & JOHNSTON

FILED

NOV 30 1958

ALICE J. DUCK, CLERK  
REGISTER

✓

*[Faint bleed-through from reverse side]*

JAMES A. BRICE  
ATTORNEY AT LAW  
FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

March 9, 1960

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

Re: Louis Di Chiara  
vs: National Union Fire Insurance Co.  
At Law No. 3892

Dear Mrs. Duck:

Please dismiss the above cause, with prejudice. The cost bill should be sent to W. C. Boone, Jr., Esquire, of Hand, Arendall, Bedsole, Greaves & Johnson, First National Bank Building, Mobile, Alabama.

Thank you.

Very truly yours,

  
James A. Brice

JAB/vd

LOUIS DI CHIARA,	)	
	)	IN THE CIRCUIT COURT OF
Plaintiff	)	
	)	BALDWIN COUNTY, ALABAMA
vs	)	
	)	AT LAW
NATIONAL UNION FIRE	)	
INSURANCE COMPANY,	)	CASE NO. _____
	)	
Defendant	)	

ANSWER

Comes now the defendant in the above cause and for answer to the complaint and each count thereof, separately and severally, files the following separate and several pleas thereto, separately and severally:

ONE

The material allegations thereof are untrue.

TWO

Not guilty.

THREE

Defendant avers that the vegetable case which plaintiff alleges was lost or injured was not, at the time of said alleged loss, covered by insurance issued by the defendant, in that, on December 1, 1956, the defendant issued a policy of fire insurance No. IF-52-32-00, Certificate No. 244, to "The Warren Company, Inc. and its dealer representatives and conditional sales purchasers as their interest may appear", insuring one CVDS-10-G vegetable case against loss by fire, said insurance to continue for a period of thirty-six (36) months from December 1, 1956. Defendant alleges

that the following exclusion was contained in said insurance policy:

"6. THIS POLICY DOES NOT INSURE AGAINST;  
(a) Loss or damage to property while located in premises owned, rented, leased, or used for storage or exhibition purposes by the seller....."

Defendant avers that at the time of the alleged loss referred to in the complaint, said vegetable case was located in the premises "owned, rented, leased, or used for storage or exhibition purposes by the seller", in that, the "seller" referred to in said paragraph (d) was the Warren Company, Inc., who had sold said vegetable case under a conditional sales contract to Louis Di Chiara, purchaser; and defendant avers that at the time of said alleged loss, said vegetable case was being used as aforementioned, and thus was excluded from coverage under defendant's policy of insurance; hence, plaintiff should not recover.

#### FOUR

Defendant avers that at the time of the alleged loss of said vegetable case, said case was excluded from defendant's insurance coverage, in that, defendant's policy No. IF-52-32-00, Certificate No. 244, issued on December 1, 1956, to "The Warren Company, Inc. and its dealer representatives and conditional sales purchasers as their interest may appear", insuring one CVDS-10-G vegetable case against loss by fire, contained the following exclusion:

"6. THIS POLICY DOES NOT INSURE AGAINST:  
(d).....or in any location where the assured has specific insurance at the time of loss."

Defendant avers that by virtue of the above set out exclusion in said policy, said vegetable case was not insured by defendant

at the time of said loss, in that, at said time, the plaintiff, Louis Di Chiara, had specific insurance covering said vegetable case with, to-wit, Trinity Universal Insurance Company, under, to-wit, Policy No. 2423-310; and defendant avers that, by virtue of the above, said vegetable case was not insured by the defendant at the time of the alleged loss, being thereby specifically excluded under paragraph (d) above; hence plaintiff should not recover.

FIVE

Defendant avers that plaintiff did not have valid and enforceable insurance with defendant on the vegetable case at the time of the alleged loss, in that, on, to-wit, December 1, 1956, defendant issued fire insurance Policy No. IF-52-32-00, Certificate No. 244, to "The Warren Company, Inc. and its dealer representatives and conditional sales purchasers as their interest may appear", providing insurance coverage on the vegetable case in question for a period of thirty-six (36) months from December 1, 1956, for loss by fire; however, defendant avers that at the time of the alleged loss of said vegetable case, the plaintiff, Louis Di Chiara, had no insurable interest in same in that he had previously sold said vegetable case to one Cecil Blackwell, so that at the time of said alleged loss, Louis Di Chiara was not an assured under said policy and had no insurable interest in said vegetable case, because of said sale to Blackwell; WHEREFORE, defendant avers that the said Louis Di Chiara has no right to bring this suit as



an insured under said policy, in that he lacks an insurable interest, and that said policy provided no coverage to Louis Di Chiara at the time of the alleged loss; hence plaintiff should not recover.

By W.C. Boone, Jr.  
Attorney for Defendant

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

*Filed*  
*9-2-29*

SUMMONS

STATE OF ALABAMA )  
BALDWIN COUNTY )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA.....GREETING:

You are hereby commanded to summons the National Union Fire Insurance Company to appear before the Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of Louis Di Chiara.

Witness my hand this 7 day of July, 1959.

EX-8-6-59

Reinhold. [Signature]  
CLERK

COMPLAINT

LOUIS DI CHIARA  
PLAINTIFF  
VS  
NATIONAL UNION FIRE INSURANCE  
COMPANY,  
DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

The Plaintiff claims of the Defendant One Thousand Six Hundred Seventy-Three Dollars and Seventy-Five Cents (\$1,673.75) the value of a vegetable case, which the defendant, on the 1st day of December, 1956, insured against loss or injury by fire or other perils in the policy of insurance mentioned, for the term of thirty-six (36) months, which said vegetable case was destroyed by fire on the 3rd day of December, 1958, of which the defendant has had notice.

James A. Brice  
JAMES A. BRICE  
Richard C. Lacey  
RICHARD C. LACEY



LOUIS DI CHIARA,	)	IN THE CIRCUIT COURT OF
	)	
PLAINTIFF,	)	
VS.	)	BALDWIN COUNTY, ALABAMA
	)	
NATIONAL UNION FIRE	)	
INSURANCE COMPANY,	)	AT LAW.
	)	
DEFENDANT.	)	

ANSWERS TO INTERROGATORIES PROPOUNDED BY THE DEFENDANT:

Comes now the Plaintiff in the above cause and answers the interrogatories propounded by the Defendant:

1. Louis Di Chiara
  2. One (1) Vegetable display case and compressor  
 One (1) Meat display case and compressor  
 Four (4) Sections of wall shelves  
 Two (2) Gondolas (double shelves)  
 Two (2) Scales (Toledo)  
 One (1) Slicer  
 One (1) Block  
 One (1) Stamp Machine  
 One (1) Adding Machine and  
 One (1) Cash Register combination  
 All salable items of stock, including any and all  
 stock required for operating a grocery store.  
 One (1) Upright freezer  
 One (1) window fan  
 One (1) Store fan
  3. One (1) Vegetable display case & compressor...\$1800.00  
 One (1) Meat display case and compressor.....700.00  
 Four (4) Sections of wall shelves.....240.00  
 Two (2) Gondolas (double shelves).....100.00  
 Two (2) Scales (Toledo).....250.00  
 One (1) Slicer .....300.00  
 One (1) Block ..... 40.00  
 One (1) Stamp Machine ..... 50.00  
 One (1) Adding Machine and  
 One (1) Cash Register combination.....300.00  
 All salable items of stock, including any and  
 all stock required for operating a grocery  
 store ..... 2000.00  
 One (1) Upright freezer..... 90.00  
 One (1) window fan..... 40.00  
 One (1) Store fan ..... 70.00
- TOTAL: \$5980.00

4. \$1800.00

*Louis Di Chiara*  
 LOUIS DI CHIARA

