

STATE OF ALABAMA)
)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Baldwin Mutual Insurance Company, a corporation, to appear within thirty (30) days from the service of this writ in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the complaint of J. D. Rawls.

Witness my hand this 18th day of May, 1931.

W. M. Hickman
Clerk of Circuit Court.

-oooo000ooo-

J. D. RAWLS)	IN THE CIRCUIT COURT OF
)	<u>BALDWIN COUNTY, ALABAMA</u>
PLAINTIFF)	<u>IN LAW</u>
)	
vs)	<u>COMPLAINT.</u>
)	
BALDWIN MUTUAL INSURANCE COMPANY)	
)	
DEFENDANT)	

The Plaintiff claims of the Defendant NINETEEN HUNDRED & 00/100 (\$1900.00) DOLLARS, the value of a dwelling house and barn, which the Defendant, on the 21st day of April, 1930, insured against loss or injury by fire and other perils in the policy of insurance mentioned, for the term of one year, which house and barn were wholly destroyed by fire on the 13th day of January, 1931, of which the Defendant has had notice.

Louis Tompkins
Attorney for Plaintiff.

Plaintiff demands a trial by jury.

VS.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
No. _____
AT LAW

Wherefore, defendant asks that the said cause be dismissed unless the plaintiff shall deposit such costs as is required by the Clerk of this Honorable Court.

Gordon Douglas Leigh
ATTORNEYS FOR DEFENDANT

Dear Mr Maynard
The Judge

Pawley
VS
Baldwin Mutual
Insurance Co

Wilton's Depot
Ct

Filed Aug 19 1931

J M Richardson
Clerk

W. J. Richardson
Clerk

ROBT. E. GORDON
DAVID H. EDINGTON
NORVILLE R. LEIGH, JR.
WILLIAM HAMILTON

GORDON, EDINGTON & LEIGH
ATTORNEYS AT LAW
MOBILE, ALABAMA

June 10, 1931

Mr. T. W. Richerson,
Clerk of the Circuit Court,
Bay Minette, Ala.

Dear Sir:

Please find enclosed pleas in the case of
J. D. Rawls vs. Baldwin Mutual Insurance Company, which you
will please file.

Thanking you for this favor and stating that
we have mailed a copy of them to the attorney on the other
side, we remain,

Very truly yours,

GORDON, EDINGTON & LEIGH

By

R. E. Gordon

REG/D

LLOYD A. MAGNEY
ATTORNEY AND COUNSELLOR AT LAW
FOLEY, ALABAMA

May 16, 1931.

Hon. T. W. Richerson,
Clerk of the Circuit Court,
Bay Minette, Ala.

Dear Mr. Richerson:-

I enclose herewith summons and complaint
in the case of J. D. Rawls vs Baldwin Mutual
Insurance Company.

The Defendant is a corporation and its
officers are President, M. S. Drietzler of
the Perfection Nurseries, Foley, Alabama and
G. W. Lacey, Secretary and Treasurer, of Loxley,
Alabama.

Please file and have summons and complaint
served.

Very truly yours,

Lloyd A. Magney

2 encl.
lam/lff

J. D. RAWLS,	:	IN THE CIRCUIT COURT OF
Plaintiff,	:	
vs.	:	BALDWIN COUNTY, ALABAMA
BALDWIN MUTUAL INSURANCE COMPANY,	:	AT LAW
INC., a corporation,	:	
Defendant.	:	

Now comes the defendant and for answer to the complaint as filed in this case pleads as follows:

1st. In short, by consent, to the general issue.

2nd. For further plea defendant says that it is a mutual insurance company organized under the laws of Alabama, and that the plaintiff became a member thereof, and was such member thereof at the time of the issuance of the policy in question, and that said policy provides as follows:

"1. This policy being made by mutual insurance company having special regulations and by-laws lawfully applicable to its organization, membership, policies and contract of insurance, such regulations and by-laws, as they now are and as they may be changed from time to time in proper manner, shall apply to and form a part of this policy and contract the same as if written or printed upon, attached or appended hereto";

and defendant further avers that at the time of the issuance of said policy there was a by-law adopted by the said defendant company, which said by-law was then in effect and has continued to remain in full force and effect, and said by-law is in words and figures as follows:

"8. Any member of this company who shall sell or dispose of any property insured by this company, may assign his or her interest in said insurance to the buyer, but this company shall not be responsible for any loss that may occur after the transfer of the property, unless the buyer shall make application to an agent of this company within 10 days of such sale to have said policy transferred; a violation of this rule will render the policy null and void;"

and defendant further says that the plaintiff placed a mortgage upon the property, said mortgage being made to the Baldwin County Building & Loan Company and that the defendant made default in the condition of said mortgage and that same was advertised and foreclosed on or about the 15th day of December,

1930, and at such foreclosure sale the Baldwin County Building & Loan Company became the purchaser of said property, deed was executed to said company and same was put on record in the Probate Court of Baldwin County; and defendant further says that said purchaser at such foreclosure sale did not make application to an agent of the defendant company within ten days after such sale to have said policy transferred, and wherefore said policy by its own terms became null and void, and of no force and effect and therefore the defendant is not liable in this suit.

3rd. For further special plea to the complaint in this cause the defendant says that there is embraced in, and made a part of the policy of insurance upon which this action is brought and in Section 4 of said policy, the following language,-

"or if, with the knowledge of the insured, foreclosure proceeding be commenced or notice of sale given of any property covered by this policy by virtue of any mortgage or trust deed",

that said policy should become void, and defendant avers that such foreclosure proceeding was commenced and such notice of sale was given under the power of a mortgage executed upon said property by the plaintiff and all with the knowledge of the insured, and insured did not have endorsed on said policy an agreement permitting or agreeing to such notice, wherefore, said policy becomes null and void and of no force and effect and all before the filing of this suit, hence this defendant is not liable for the said policy.

4th. For further special plea the defendant says that it is expressly provided in and by the terms of said policy as follows:

"This entire policy unless otherwise provided by agreement endorsed hereon or added hereto shall be void*** if, any change, other than death of the insured take place in the interest, title or possession of the subject of the insurance, whether by legal process or judgment, or by voluntary acts of the insured or otherwise,"

and defendant says that prior to the filing of this suit and prior to the loss by fire of the property covered by

the policy sued upon that a change in the interest, title or possession of the subject of the insurance was made in that said property was foreclosed under the powers of a mortgage executed by the plaintiff to the Baldwin County Building & Loan Company, and that at such foreclosure sale the said Baldwin County Building & Loan Company became the purchaser, and deed was executed to said company as such purchaser, and that the title to said property vested in said company, wherefore the defendant says that under the terms of the policy, which is the basis of this suit the defendant was not liable to the plaintiff under the terms of said policy as claimed in this suit and the defendant should not recover.

5th. For further special plea to said complaint, the defendant says that the plaintiff had no insurable interest in or to the property at the time of the loss alleged in said complaint by reason of fire in that the defendant had parted with title to said property and the title thereto was vested in the Baldwin County Building & Loan Company and the said policy was never transferred or the ownership changed by the defendant company at any time, wherefore said company is not liable in this suit.

Gordon Edington Leigh
ATTORNEYS FOR DEFENDANT.

J. D. Rawls
 as
 Baldwin Mutual
 Insurance Co. Inc.
 A Corp of Ala.
 Please
 Filed June 11th 1931
 J. W. Richman
 Clerk

Copy mailed Repp's Alley
by Sept 25/22

[illegible]

[Handwritten signature]

1 Stimpson Seal
 1 - Nat Cork R
 2 - show Cases
 1 - Ice Box
 3 - scoops
 1 - sk Falan 2x
 10 - kliney
 26 - cans Flye
 38 - old Dutch Censer, 10¢ Calomel
 21 - moe Powder
 13 - Gm Jomatoes
 14 - Soda
 6 - 25¢ Peanut Butter
 4 - Triple
 4 - Ice
 4 - Watches 10¢
 7 - Gully
 8 - Watches 5¢
 1 Catchup

3 - B Pepper
 6 - 25¢ Flavoring
 6 - 15¢ " "
 46 - 30¢ Cald Milk
 4 - 25¢ with red Drops
 16 - 10¢ Sarsaparilla
 11 - Costaria
 9 - 10¢ Quinine
 9 - 25¢ Men Pills
 18 - Honey & Juv Camp
 15 - White Pine @ Perry
 2 - White Cross Chick Lonia
 1 - 25¢ B. Draught
 1 - 25¢ Simentent
 5 - 10¢ Sulphur
 22 - Borax 5¢
 3 - Kidney Remedy 25¢
 18 - Toilet 15¢ each
 4 - Face Powder 10¢

2 - 25¢ Rock Post
 7 - Shaving Cream 35¢ each
 2 - Crown Lotion 30¢ "
 11 - H. Colony 10¢
 47 Shave Strips
 5 - 25¢ - 666
 13 - Wood & Butcher Razor Blades
 3 - Hair Hold oil
 8 - shoe Polish
 1 - Box 2. 5¢ 5¢ 5¢ Gins
 3 - Pkgs 5¢ envelopes
 9 - Pkgs Mullin @ 25¢
 24 - Thread @ 5¢
 10 - Vocaline 10¢
 6 - Vers pale @ 35¢
 3 - P.D. @ 125
 9 - Fountain pens @ 100
 2 - Softy Razors @ 100
 3 - Pocket knives @ 25¢
 about 100 " " 50
 Ford Keys & Paper logs