

WILLIE CHANDLER,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	
	X	BALDWIN COUNTY, ALABAMA
AMERICAN LIBERTY INSURANCE	X	
COMPANY, A Corporation,	X	AT LAW
Defendant.	X	

NO. 4221

PLEAS:

Comes now the Defendant in the above styled cause, by its attorneys, and for answer to the complaint heretofore filed against it, pleads, separately and severally, as follows:

1. The allegations of the complaint are untrue.
2. That the Defendant did on the 14th day of June, 1955, issue its policy of fire insurance number 14472 in favor of Mrs. Willie Chandler covering a one-story, frame, metal roof, one-family dwelling occupied by tenant, located four and one-half miles Southeast of Bay Minette, Alabama, East side just off U. S. Highway 31 in the amount of \$1,000.00 and that said policy was in force and effect on the 19th day of April, 1959; but which said policy provided that this Defendant would not be liable for a loss occurring while the described building, whether intended for occupancy by owner or by tenant, was vacant or unoccupied beyond a period of sixty consecutive days. And the Defendant further alleges that the described building was destroyed by fire on the 19th day of April, 1959, but that the same had been vacant or unoccupied beyond a period of sixty consecutive days including, and immediately preceding, April 19, 1959; hence the Plaintiff should not recover.
3. That the Defendant did on the 14th day of June, 1955, issue its policy of fire insurance number 14472 in favor of Mrs. Willie Chandler covering a one-story, frame, metal roof, one-family dwelling occupied by tenant located four and one-half miles Southeast of Bay Minette, Alabama, East side just off U. S. Highway 31 in the amount of \$1,000.00 and that said policy was in force and effect on the 19th day of April, 1959; but which said policy only insured the said Mrs. Willie Chandler to the extent of her interest in said property. And the Defendant further alleges that the assured named in said policy was not the owner of the entire interest in said property

at the time of the loss complained of but that the extent of her interest was as the widow of Willie Chandler, her deceased husband, who acquired title to said property on March 11, 1944, under and by virtue of that certain deed to him recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 82, at page 307. That the interest of the said Mrs. Willie Chandler was not the full fee simple interest in said property, but, at the most, her interest was a dower right, the right of selection of said property as the homestead of her deceased husband, or the right to be appointed as the Administratrix of his estate.

4. That the Defendant did on the 14th day of June, 1955, issue its policy of fire insurance number 14472 in favor of Mrs. Willie Chandler covering a one-story, frame, metal roof, one-family dwelling occupied by tenant located four and one-half miles Southeast of Bay Minette, Alabama, East side, just off U. S. Highway 31 in the amount of \$1,000.00 and that said policy was in force and effect on the 19th day of April, 1959; but said policy specifically provided that the amount payable thereunder would in no event be more than the interest of the named insured. And the Defendant alleges that the named insured did not on April 19, 1959, or on March 25, 1960, own the full interest in said property but that any interest which she might have had in said property on either of said dates was derived under the laws of the State of Alabama as the widow of Willie Chandler, the deceased husband of the named insured.

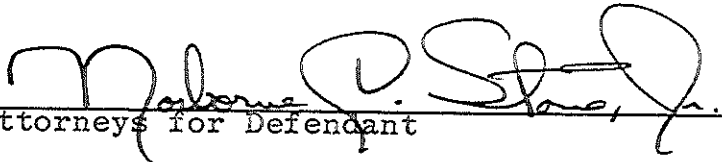
5. That the Defendant did on the 14th day of June, 1955, issue its policy of fire insurance number 14472 in favor of Mrs. Willie Chandler covering a one-story, frame, metal roof, one-family dwelling occupied by tenant located four and one-half miles Southeast of Bay Minette, Alabama, East side, just off U. S. Highway 31 in the amount of \$1,000.00 and that said policy was in force and effect on the 19th day of April, 1959; but said policy specifically provided that the amount of loss for which this Defendant may be liable shall be payable sixty (60) days after proof of loss is rendered to the company. And the Defendant further alleges that no proof of loss has been rendered to this company by the assured as provided in said policy and the rendering thereof has not been waived by this Defendant nor has the time for the rendering thereof been extended.

6. That the Defendant did on the 14th day of June, 1955, issue its policy of fire insurance number 14472 in favor of Mrs. Willie Chandler covering a one-story, frame, metal roof, one-family dwelling occupied by tenant located four and one-half miles Southeast of Bay Minette, Alabama, East side, just off U. S. Highway 31, in the amount of \$1,000.00 and that said policy was in force and effect on the 19th day of April, 1959. That in and by the terms of said policy the insured was required to render to this Defendant a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of said policy, by whom and for what purpose any building described in the policy and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, shall furnish a copy of all of the descriptions and schedules in all policies and if required verified plans and specifications of any building, fixtures or machinery destroyed or damaged. And the Defendant further alleges that the amount of loss payable by it under the terms of said policy was only payable sixty (60) days after proof of loss, as therein provided, was received by the Defendant and ascertainment of the loss is made whether by agreement between the insured and the Defendant expressed in writing or by the filing with the Defendant of an award as provided in said policy of insurance; and said policy further provided that no suit or action on said policy for the recovery of any claim would be sustainable in any court of law or equity unless all of the requirements of said policy shall have been complied with. And the Defendant further alleges that all of the requirements of said policy have not been complied with in that the insured named therein has not rendered to this Defendant a proof of loss as provided in said policy and this Defendant has not waived the requirements that such proof of loss be rendered nor has it extended the

time for the filing or rendering of such a proof of loss or waived any of the requirements of said policy.

Respectfully submitted,

CHASON & STONE

By: 
Attorneys for Defendant

FILED
SEP 12 1960
ALICE J. DUCK, Clerk

WILLIE CHANDLER,

Plaintiff,

VS.

AMERICAN LIBERTY INSURANCE
COMPANY, A Corporation,

Defendant.

* * * * *

PLEAS

* * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4221

* * * * *

FILED

SEP 12 1960

ALICE J. DUCK, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

WILLIE CHANDLER,

Plaintiff,

vs.

AMERICAN LIBERTY INSURANCE
COMPANY, a corporation,

Defendant.

X
X
X
X
X
X
X
X

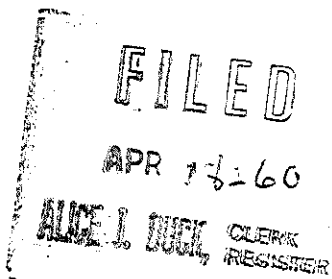
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Comes now the Defendant, by its attorneys, and demurs to the complaint heretofore filed against it and assigns the following separate and several grounds:

1. The complaint fails to state a cause of action.



Respectfully submitted,

CHASON & STONE

By:

A handwritten signature in dark ink, appearing to read "Marion P. Stone, Jr.", written over a horizontal line.

WILLIE CHANDLER,

Plaintiff

VS.

AMERICAN LIBERTY INSURANCE
COMPANY, a corporation

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

DEMURRER

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

WILLIE CHANDLER,

Plaintiff,

VS.

AMERICAN LIBERTY INSURANCE
COMPANY, a Corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

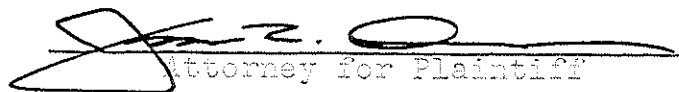
AT LAW NO. 4221

TO THE HONORABLE HUBERT M. HALL, JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA, AT LAW:

Now comes the Plaintiff in the above styled cause and moves
the Court to compel, by order, the Defendant to produce, at or be-
fore the trial, the following paper or document in its possession
or power, which is necessary and material to the trial of said
cause and containing evidence pertinent to the issues of said trial,
to-wit:

Fire Insurance Policy No. 14472, issued by
American Liberty Insurance Company to Mrs. Willie
Chandler or a copy thereof.

Copy of renewal certificate dated April 9, 1959,
issued by American Liberty Insurance Company to
Mrs. Willie Chandler renewing Fire Insurance
Policy No. 14472.


Attorney for Plaintiff

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, in and for said
State and County, personally appeared James R. Owen, known to me,
who being duly sworn deposes and says, that he is the Attorney for
the Plaintiff in the above styled cause and as such has knowledge
of the facts set out in the foregoing motion; that the documents
therein described contain evidence pertinent to the issues in this
case and that they are necessary and material to a proper disposition
of this cause.



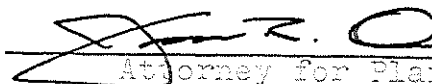
Sworn to and subscribed before me
on this the 2nd day of September, 1960.


Notary Public, Baldwin County, Alabama

TO NORBORNE C. STONE, JR., ATTORNEY FOR DEFENDANT:

Take notice that above and foregoing motion has been filed in the Circuit Court of Baldwin County, Alabama, and has been set for hearing before the said Court on September 8th, 1960, at 10:00 o'clock A. M.

WITNESS my hand this 2nd day of September, 1960.


Attorney for Plaintiff

FILED
SEP 6 1960

ALICE J. DUCK, Clerk

WILLIE CHANDLER,

Plaintiff,

VS.

AMERICAN LIBERTY INSURANCE
COMPANY, A Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

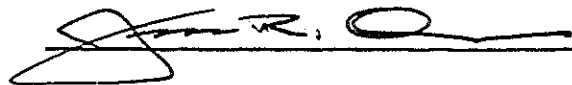
AT LAW

NO. 4221

DEMURRER

Now comes the Plaintiff and demurs to Pleas 2, 3, 4, 5 and 6 and as grounds for said demurrer assigns separately and severally the following, separately and severally:

1. The said plea raises an immaterial issue.
2. The said plea does not allege that the Defendant has not waived the nonoccupancy of the building insured by the said Defendant.
3. The said plea does not allege that the said Defendant has not waived the filing of the proof of loss by the Plaintiff.
4. The said plea does not allege that the Defendant did not have knowledge of the interest of the Plaintiff in the said property at the time the policy was issued.



FILED

MAR 13 1961

ALICE J. DUCK, CLERK
REGISTER

WILLIE CHANDLER,

Plaintiff,

VS.

AMERICAN LIBERTY INSURANCE
COMPANY, a Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4221

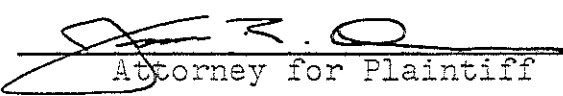
REPLICATION

Now comes the Plaintiff and joins issue with the Defendant on pleas 1 and 2.

For answer to plea 3 Plaintiff avers that the Defendant knew that the assured named in the said insurance policy was not the owner of the entire interest of the said property and knew the extent of the insured's interest in the said property on June 14, 1955, at the time the said policy of insurance was issued.

For answer to plea 4 the Plaintiff avers that the Defendant demanded and accepted premiums from the Plaintiff having knowledge that she did not own the full interest in the said property insured.

For answer to pleas 5 and 6 Plaintiff avers that the Defendant has waived the filing of a proof of loss as required by the said insurance policy.


Attorney for Plaintiff

FILED

MAR 13 1961

ALICE L. DUCK, CLERK
REGISTER

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon AMERICAN LIBERTY INSURANCE COMPANY, a corporation, 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 the same, then and there to answer the complaint of WILLIE CHANDLER.

WITNESS my hand this 25 day of March, 1960.

Alice J. Duck Clerk.

WILLIE CHANDLER,)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.)	BALDWIN COUNTY, ALABAMA
AMERICAN LIBERTY INSURANCE)	AT LAW.
COMPANY, a corporation,)	
Defendant.)	

COUNT ONE:

The Plaintiff claims of the Defendant ONE THOUSAND DOLLARS (\$1,000.00), the value of a dwelling house which the Defendant, on the 14th day of June, 1955, insured against loss or injury by fire and other perils in the policy of insurance mentioned, for the term of five years, which house was wholly destroyed by fire on the 19th day of April, 1959, of which the Defendant has had notice.

[Signature]
Attorney for Plaintiff.

Plaintiff respectfully demands
a trial by Jury of this cause.

[Signature]
Attorney for Plaintiff.

FILED
MAR 25 1960

ALICE J. DUCK, Clerk

Baldwin
Cty
SUMMONS AND COMPLAINT

WILLIE CHANDLER,

Plaintiff,

vs.

AMERICAN LIBERTY INSURANCE
COMPANY, a corporation,

Defendant.
Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

FILED

MAR 25 1960

ALICE J. DUCK, Clerk

JAMES R. OWEN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

REEVES

executed this the MAR 29 day of 1960
on American Liberty
Insurance Co. of Ala
Corp

by leaving a copy of within with
Mr. Clark, agt

of said co.
HOLT A. McDOWELL, Sheriff
Jefferson County, Alabama

Reeves D.S.

TRAVELING EXPENSE \$1.00

Reeves D.S.