

4246

A N S W E R

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

ONE

Not guilty.

TWO

The material allegations thereof are untrue.

W.C. Boone, Jr.
Attorney for Defendant

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

FILED
AUG 4 1961
ALICE J. DUCK, CLERK
REGISTER

LEWIS C. JONES,	:	IN THE CIRCUIT COURT OF
Plaintiff	:	BALDWIN COUNTY, ALABAMA
vs.	:	AT LAW
HARTFORD FIRE INSURANCE	:	
COMPANY, a corporation,	:	
Defendant.	:	CASE NO. 4746
	:	

Comes now the defendant in the above styled cause and amends the answer heretofore filed by adding thereto the following separate and several pleas:

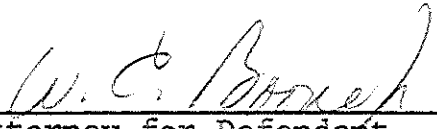
THREE

Defendant avers that at the time of the alleged theft, Bonfanti Industries, Inc. held a chattel mortgage on the boat in question which secured the unpaid balance due to Bonfanti Industries for the balance of the purchase price of said boat; that the unpaid balance of the purchase price on said boat which was secured by said mortgage was an amount in excess of the fair market value of said boat at the time of the alleged theft; hence plaintiff ought not recover.

FOUR

Further comes the defendant and, pleading specially by way of mitigation, avers that, at the time of the alleged theft, Bonfanti Industries, Inc. held a chattel mortgage on the boat in question to secure the unpaid balance of the purchase price of same which was owed

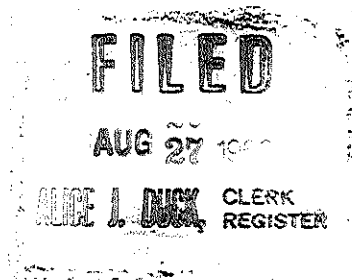
Bonfanti Industries; and defendant avers that plaintiff's alleged loss in the premises, if any, should be reduced to a sum equal to the difference between the fair market value of the boat at the time of the alleged theft and said unpaid balance; hence this plea by way of mitigation.



Attorney for Defendant

Of Counsel:

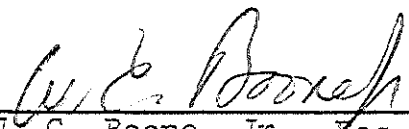
HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

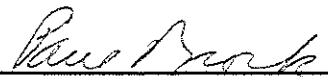


LEWIS C. JONES, : IN THE CIRCUIT COURT OF
Plaintiff, :
vs. : BALDWIN COUNTY, ALABAMA
HARTFORD FIRE INSURANCE : AT LAW
COMPANY, a corporation, :
Defendant. : CASE NO. 4746
:

NOTICE OF APPEAL

Comes now the defendant in the above styled cause and gives Notice of Appeal from the judgment of the Circuit Court rendered on the 13th day of September, 1962, to the Court of Appeals of the State of Alabama.


W. C. Boone, Jr., Esq.


Paul W. Brock, Esq.
Attorneys for Defendant

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

SECURITY FOR COSTS OF APPEAL

We and each of us severally, do hereby acknowledge ourselves sureties for all costs of the foregoing appeal from the judgment of the Circuit Court of Baldwin County, Alabama rendered on September 13, 1962 and we, and each of us, hereby agree to pay all such costs. For the payment of this bond, we and each of us do hereby severally waive our rights of exemption to personal property under

the Constitution and Laws of the State of Alabama.

HARTFORD FIRE INSURANCE COMPANY,
a corporation

By: W. C. Boone (PRINCIPAL)
As its Attorney



HARTFORD ACCIDENT & INDEMNITY COMPANY,
a corporation

By: Wm E. Sanders (SURETY)
As its Attorney-In-Fact

TAKEN and approved on this the 9 day of ~~September~~ ^{October},
1962.

Alice J. Duck
Alice Duck, Clerk, Circuit Court
Baldwin County, Alabama

LEWIS C. JONES, : IN THE CIRCUIT COURT OF
Plaintiff :
vs. : BALDWIN COUNTY, ALABAMA
HARTFORD FIRE INSURANCE : AT LAW
COMPANY, a corporation, :
Defendant. : CASE NO. 4746
:

SUPERSEDEAS BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Hartford Fire Insurance Company, a corporation, as Principal, and Hartford Accident and Indemnity Company, a corporation, as Surety, are held and firmly bound unto Lewis C. Jones, his heirs, executors or administrators in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), for the payments of which, we jointly and severally bind ourselves, successors and assigns, firmly by these presents.

SEALED with our seals, and dated this *8th* day of October, 1962.

The condition of the above obligation is such, that the above bounden Hartford Fire Insurance Company, a corporation has applied for and obtained an appeal returnable to the next term, 1963, of the Court of Appeals of the State of Alabama, to supersede and reverse the judgment recovered by the said Lewis C. Jones against the said Hartford Fire Insurance Company, a corporation, on the 13th day of September, 1962 in the Circuit Court of Baldwin County, Alabama in the amount of FOUR HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$476.00)

besides costs.

Now, if the said Hartford Fire Insurance Company, a corporation, shall prosecute to effect its said appeal in the said Court of Appeals of the State of Alabama, and shall pay and satisfy such judgment as the said Court of Appeals shall render in the premises, then this obligation to be null and void, otherwise to be and remain in full force and effect.

We hereby waive all rights to or claim of exemption as to personal property we now have or may hereafter have, under the Constitution and Laws of the State of Alabama, and we hereby certify that we have property free from all encumbrance in the full amount of the above bond.

WITNESS our hands and seals this 9th day of October, 1962.

HARTFORD FIRE INSURANCE COMPANY,
a corporation, PRINCIPAL

By Don E. Sanders
As it's Representative - MGR.

HARTFORD ACCIDENT & INDEMNITY COMPANY,
a corporation, Surety

By Don E. Sanders
As It's Attorney-In-Fact

This bond taken and approved this 9 day of October, 1962.

FILED

OC 9 1962

ALICE J. DUCK, CLERK
REGISTER

Alice J. Duck
Alice Duck, Clerk, Circuit Court,
Baldwin County, Alabama

LEWIS C. JONES, : IN THE CIRCUIT COURT OF
Plaintiff :
vs. : BALDWIN COUNTY, ALABAMA
HARTFORD FIRE INSURANCE : AT LAW
COMPANY, a corporation, :
Defendant. : CASE NO. 4746
:


CITATION ON APPEAL

TO: Lewis C. Jones, Plaintiff, and
James Brice, Esq., his Attorney

WHEREAS, Hartford Fire Insurance Company, a corporation, the defendant in the above styled cause, has prayed for and obtained an appeal to the Alabama Court of Appeals, from the jury verdict and judgment rendered in the above styled cause by the Circuit Court of Baldwin County, Alabama on the 13th day of September, 1962, and has given bond in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), superseding said judgment, and security for the costs of said appeal said appeal being made returnable to the next term of the said Court of Appeals of the State of Alabama.

NOW, THEREFORE, you are hereby cited to appear at the Court of Appeals of the State of Alabama at the said next term of same, and defend on said appeal, if you think proper so to do.

WITNESS my hand and seal on this the 9 day of October, 1962.


Alice Duck, Clerk, Circuit Court,
Baldwin County, Alabama

FILED

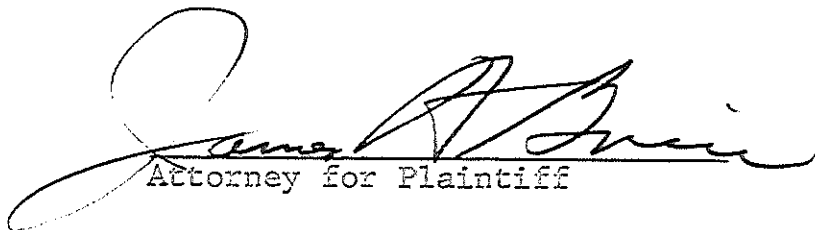
OCT 9 1962

ALICE J. DUCK, CLERK

ACCEPTANCE OF NOTICE OF APPEAL

I hereby accept service of a copy of the above
Citation On Appeal, waiving any and all further
notice of said appeal.

SIGNED AND Sealed this 16 day of October, 1962.


Attorney for Plaintiff

THE STATE OF ALABAMA---JUDICIAL DEPARTMENT

THE COURT OF APPEALS OF ALABAMA

October Term 19 62.

To the Clerk of the Circuit Court
of Baldwin County—Greeting:

Whereas, the Record and Proceedings of the Circuit Court
of said county, in a certain cause lately pending in said Court between
Hartford Fire Insurance Company, Appellant,
and
Lewis C. Jones, Appellee,
wherein by said Court, at the Term, 19, it was considered
adversely to said appellant, were brought before our Court of Appeals, by appeal taken, pursuant
to law, on behalf of said appellant:

NOW, IT IS HEREBY CERTIFIED, That it was thereupon considered by our Court of Appeals, on the
9th day of April, 19 63, that said judg-
ment of said Circuit Court be in all things affirmed,
and that it was further considered that the appellant, and Hartford Accident and
Indemnity Company pay the judgment of the Circuit Court, ten
percent damages thereon with interest, and

pay the cost accruing on said appeal in this Court and in the Court below

Witness, Charles Bricken, Jr., Clerk of the Court
of Appeals of Alabama, at the Capitol, this the
9th day of April, 1963
Charles Bricken, Jr.
Clerk, Court of Appeals of Alabama.

THE COURT OF APPEALS OF ALABAMA

October Term, 1962

1st Div., No. 924

Hartford Fire

Insurance Company

Appellant,

vs.

Lewis C. Jones

Appellee.

From Baldwin Circuit Court.

CERTIFICATE OF AFFIRMANCE.

THE STATE OF ALABAMA,

Baldwin County. }

Filed this 10 day of

April 1962

Alvin J. Duck

clerk

APR 9 1963

THE STATE OF ALABAMA --- JUDICIAL DEPARTMENT

THE ALABAMA COURT OF APPEALS

OCTOBER TERM, 1962-63

1 Div. 924

Hartford Fire Insurance Company

v.

Lewis C. Jones

Appeal from Baldwin Circuit Court

JOHNSON, JUDGE

Hartford Fire Insurance Company appeals a judgment rendered against it by the Baldwin County Circuit Court for \$476.00 in favor of appellee, Lewis C. Jones, who sued on a homeowner's policy.

2.

On June 3, 1960, A. J. Noland purchased a boat, outboard motor, and trailer from Bonfanti Industries, Inc., at Baton Rouge, Louisiana, for \$846.24. He gave Bonfanti a promissory note for the purchase and a chattel mortgage on the boat, motor, and trailer. Bonfanti assigned the note and mortgage to Associates Finance, Inc., of Baton Rouge, Louisiana, on or before June 16, 1960, when the paper was filed for record in the parish of East Baton Rouge, Louisiana. In the chattel mortgage, Noland promised not to remove the property from Louisiana. In the latter part of July, or early part of August, 1960, Noland entered into a business arrangement with appellee, Jones. In his testimony, Jones described the arrangement as follows:

"Mr. Noland was one of my dealers; I had a distributorship for a company in New Orleans who distributed a DO-IT-YOURSELF Exterminating kit; these were sold to home owners; Mr. Noland was one of the salesmen. By arrangement with all of my salesmen or dealers, when they would sell the kit on time contract basis, I would buy the contract from them, the difference between his price and the price he sold it at was what he would make, and it was sometimes called commission, but that's not correct, it was discount; he bought it at wholesale and sold it at retail and I handled the paper work for him. ---"

At about the time Noland entered into the business arrangement with Jones, he brought the boat, motor, and trailer to Jones' home in Baldwin County, Alabama, where it remained until October 25, 1960, except when being used in the adjacent water by Noland and the Jones family. By September 27, 1960, Noland was unable to continue their business arrangement. Jones had advanced money to Noland as loans and at that time Noland and Jones believed the balance of the debts between them was \$526.72 owed by Noland to Jones. Since that time, Jones has discovered that the balance actually was around \$800.00.

At this point, the testimony becomes conflicting. The appellee testified that he told Noland that he would cancel the \$526.72 debt in exchange for the boat, motor, and trailer. He introduced into evidence the following bill of

3.

sale:

"9/27/60

I, A. J. Noland, hereby sell, convey, and assign my boat, 35 HP engine, and trailer to L. C. Jones for \$526.72, which I have received.

Signed A. J. Noland

A. J. Noland."

He claims title to the property by virtue of this sale and denies having had, prior to the sale, any knowledge concerning any chattel mortgage on the property.

The boat, motor, and trailer remained in his possession on his land until October 25, 1960, at which time it disappeared. Upon discovering the loss, Jones notified the appellant's agent. When appellant refused to indemnify him, he brought this suit.

The defense introduced a deposition taken from Noland in Louisiana. The story related by Noland varies materially from Jones' testimony in the following particulars. The amount of the indebtedness that Noland owed Jones on September 27, 1960, was \$420.00. Noland explained the arrangements that were made at this time as follows:

"First of all, he told me he must protect himself - - for his business. He had no collateral for the amount of money I owed him. Well, actually, an advance - - as I said, I don't believe it's collectable by law, but Mr. Jones had been good to me. I thought that I - - to show him I'm in good faith, I'll go along with him. He asked me about the boat, and I told him I could not let him hold the boat as collateral, because at that time I was behind in payments. I said, I can let you have a second mortgage if you desire. And then I left to do something - - clear up a few minor details, and I came back, and he had this paper drawn up for me to sign where I was selling him my boat for 400 and - - I'm sorry, for \$526. And I told him I couldn't sign it, because I didn't own the boat - - it wasn't mine. I said, 'You can have a second mortgage.' He said, 'We'll let this act as second mortgage.' I said, 'Fine' I signed it. He said, 'Now Andy,' he said, 'I don't want your boat.' He said, 'I in turn will give you a chattel mortgage on it to show you I'm in good faith also where you can have your boat back.' So I said, 'all right.' So it amounted to \$526 less \$106 he had owed me, leaving a balance of \$420. And then I left Alabama. He told me I could pay that back just any - - any what I so desired. He left the payment portion of it blank as you can see from my copy

4.

here. He left the payment portion blank. He said, 'You pay it back like you want to' So I came here - - the finance company wanted to get the boat."

The note and chattel mortgage in which Noland promises to pay Jones \$420.00 as the balance due for "value received" on a total cash price of \$526.72 and signed by Adrian J. Noland as Mortgagor-Buyer was introduced into evidence by the appellant. The note and chattel mortgage provide, "Mortgagors may possess said property until default in making any payment on said note." The mortgage is on the boat, motor, and trailer.

Noland testified that he did not take the property back to Louisiana when he left in September because his car did not have a trailer hitch. At this time he had paid only \$70.52 on the note to Associates Finance, Inc. The creditor told him to bring the property back to Louisiana. On October 25, 1960, he returned with a friend in his father's car to Alabama. He looked for Jones and asked his whereabouts. Not being able to locate Jones, he left a message with Jones' domestic servant and took the boat, motor, and trailer back to Louisiana, where Associates Finance, Inc., foreclosed the mortgage and bought it in at a sheriff's sale for \$333.34. The motor was subsequently stolen from Associates, for which they recovered \$325.00 from their insurance company and they sold the boat and trailer for \$125.00 at a private sale.

The plaintiff brought suit on the policy which promised to indemnify appellee for loss by theft of personal property, including watercraft up to a value of \$500.00. The defendant plead the general issue in his pleas 1 and 2 and pleas in bar 3 and 4 as follows:

"3. Defendant avers that at the time of the alleged theft, Bonfanti Industries, Inc., held a chattel mortgage on the boat in question which secured the unpaid balance due to Bonfanti Industries for the balance of the purchase price of said boat; that the unpaid balance of the purchase price on said boat which

5.

was secured by said mortgage was an amount in excess of the fair market value of said boat at the time of the alleged theft; hence plaintiff ought not recover.

4. Further comes the defendant and, pleading specially by way of mitigation, avers that, at the time of the alleged theft, Bonfanti Industries, Inc. held a chattel mortgage on the boat in question to secure the unpaid balance of the purchase price of same which was owed Bonfanti Industries; and defendant avers that plaintiff's alleged loss in the premises, if any, should be reduced to a sum equal to the difference between the fair market value of the boat at the time of the alleged theft and said unpaid balance; hence this plea by way of mitigation."

The main thrust of appellant's brief is that the court erred in refusing his requested charge 13 assigned as assignment of error 17, "I charge you that if you believe the evidence in this case you must find for the defendant under their plea 3." The appellant contends that the undisputed evidence of the case shows that there was a mortgage on the property for more than the value of the property which proved its plea in bar and, therefore, it was error to refuse the general charge with hypothesis as to plea 3. The appellee points out that the plea alleges that the chattel mortgage was held by Bonfanti Industries, Inc., but that the evidence conclusively proves that the mortgage was held by Associates Finance, Inc., and, therefore, charge 13 was properly refused. We believe that the appellee presents the better view of these niceties of pleading and proof. Conway v. Matthews, 37 Ala. App. 513, 70 So. 2d 827; Myers v. Moorer, 273 Ala. 18, 134 So. 2d 168.

We observe in the record no evidence that the chattel mortgage had been recorded in Alabama as required by Code of Ala., Tit. 47, Secs. 111 and 123.

"Sec. 111. Incumbrances on personal property brought to the state; where recorded. - Whenever any personal property is subject to any lien, incumbrance, mortgage, or trust for the security of debts, at the time of its removal to this state, the writing evidencing the lien, incumbrance, mortgage or trust, must be recorded in the county into which it is brought, and remains, within three months after the arrival of such property."

"Sec. 123. Conveyances of personalty securing debts, etc., when recorded; effect of failure. - Conveyances of personal property to secure debts, or to provide indemnity, are inoperative against creditors and purchasers without notice, until recorded, unless the property is brought into this state subject to such incumbrances, in which case three months are allowed for the registration of the conveyance; and if such property is removed to a different county from that in which the grantor resides, the conveyance must be recorded in such county within three months from the removal, or it ceases to have effect after such three months against creditors or purchasers of the grantor without notice."

If the arrangement between Jones and Noland on September 27, 1960, was a sale, then Jones owned the property free and clear of any liens claimed by the Louisiana creditor.

It is within the province of the jury alone to believe or disbelieve the witnesses and in determining the correctness of a trial court's refusal to give affirmative instructions for a defendant the entire evidence must be reviewed in its most favorable aspect for the plaintiff.

William E. Harden, Inc., v. Harden, 29 Ala. App. 411, 197 So. 94. Since the jury has returned a verdict for the appellee, we must conclude that they believed his testimony that the transaction was a sale and that he did not know of the Louisiana lien.

Appellant's other assignments of error are without merit.

AFFIRMED.

THE STATE OF ALABAMA---JUDICIAL DEPARTMENT

THE COURT OF APPEALS OF ALABAMA

1st Div., No. 924

Hartford Fire Insurance Company Appellant,

v.

Lewis C. Jones Appellee,

From Baldwin Circuit Court

The State of Alabama,
City and County of Montgomery. }

I, Charles Bricken, Jr., Clerk of the Court of Appeals of Alabama, do hereby certify that the foregoing pages numbered from one to 6 inclusive, contain a full, true and correct copy of the opinion of said Court of Appeals in the above stated cause, as the same appears and remains of record and on file in this office.

Witness, Charles Bricken, Jr., Clerk of the Court
of Appeals of Alabama, at the Capitol, this the

9th day of April, 19 63

Charles Bricken, Jr.

Clerk of the Court of Appeals of Alabama.

THE COURT OF APPEALS OF ALABAMA

____ 1st ____ Div., No. ____ 924 ____

____ Hartford Fire ____

____ Insurance Company ____
____ Appellant ____

vs.

____ Lewis C. Jones ____
____ Appellee ____

From ____ Baldwin Circuit ____ Court.

COPY OF OPINION

BROWN PRINTING CO., MONTGOMERY

Div. No. _____

CERTIFICATE OF APPEAL. (Civil Cases,)

No. 4746

Baldwin County, Circuit Court.

LEWIS C. JONES
Plaintiff.
vs.

HARTFORD FIRE INSURANCE COMPANY, A Corporation
Defendant.

I, Alice J. Duck Clerk of Circuit Court,
of Baldwin County, Alabama, hereby certify that in the
cause of Lewis C. Jones plaintiff,
vs.

Hartford Fire Insurance Company, a corporation defendant,
which was tried and determined in this Court on the 13th day of
September 19 62, in which there was a judgment for Four Hundred Seventy-
Six and no/100 - - - Dollars, in favor of the plaintiff, (~~on judgment~~
~~in favor of plaintiff~~), the Defendant on the 9th day of
October 19 62, took an appeal to the Courts of Appeal Court
of Alabama to be holden of and for said State.

I further certify that Hartford Fire Insurance Co., a Corp.
filed security for cost of appeal, to the Courts of Appeal Court, on
the 9th day of Oct. 19 62, and that Hartford Fire Insurance Co.,
a Corporation, By Don E. Sanders its Representative - Mgr. and HARTFORD ACCIDENT
& INDEMNITY COMPANY, a corporation surety by Done E. Sanders its Attorney - In - Fact
are sureties on the appeal bond.

I further certify that notice of the said appeal was on the 19
day of Oct 19 62, served on James A. Brice
as attorney of record for said appellee, and that the amount sued for
was Eight Hundred Fifty-Nine and 37/100 - - - Dollars. (Or certain lands)
(Or personal property.)

Witness my hand and the seal of this Court, this the 11th
day of October 19 62.

Alice J. Duck
Clerk of the Circuit Court of

Baldwin County, Alabama.

LEWIS C. JONES,

PLAINTIFF

VS

HARTFORD FIRE INSURANCE COMPANY,
a corporation,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

COMPLAINT

The Plaintiff claims of the Defendant Eight Hundred Fifty-nine and 37/100 (\$859.37) Dollars, the value of one outboard motor, one boat, and one boat trailer which the defendant on the 18th day of April 1960 insured against loss or injury by theft in the policy of insurance mentioned, for the term of five years, which property was stolen on, to-wit: the 25th day of October, 1960, of which defendant has had notice.

James A. Quinn
Attorney for Plaintiff

Plaintiff demands trial by jury.

James A. Quinn
Attorney for Plaintiff

FILED

JUL 5 1961

ALICE J. DUCK, CLERK
REGISTER

*We The Jury find in favor of the
Plaintiff, In the amount of \$476.00*

Roberta Booth

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. 4746

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Hartford Fire Insurance Company, 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

Hartford Fire Insurance Company, a corp

Defendant

by Lewis C. Jones

Plaintiff

Witness my hand this 6th day of July 1961

Clerk

No. 4746

Page _____

The State of Alabama
Baldwin County

CIRCUIT COURT

LEWIS C. JONES

Plaintiffs

vs.

HARTFORD FIRE INSURANCE COMPANY,
A CORP

Defendants

Summons and Complaint

Filed 7-5-61 19__

Alice J. Duck Clerk

*To be served on:
The Superintendent of
Insurance,
Montgomery, Ala.*

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE
JUL 6 1961
M. S. BUTLER, Sheriff
Received In Office
JUL 17 1961
M. S. BUTLER, Sheriff

I have executed this summons

this _____ 19__

by leaving a copy with

Executed by serving 2 copies of
the within on William D.

Page Superintendent
of Insurance, State of Alabama

This The 17 day of July 1961

Sheriff of Montgomery County

M. S. Butler,

By Ramsey D. S.

The Sheriff claims _____
miles at 10c per mile for a total
of \$ 2.00

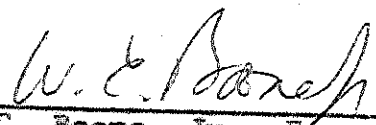
M. S. Butler, Sheriff
Montgomery County, Ala.


Deputy Sheriff

LEWIS C. JONES, : IN THE CIRCUIT COURT OF
Plaintiff, :
vs. : BALDWIN COUNTY, ALABAMA
HARTFORD FIRE INSURANCE : AT LAW
COMPANY, a corporation, :
Defendant. : CASE NO. 4746
:

NOTICE OF APPEAL

Comes now the defendant in the above styled cause and gives Notice of Appeal from the judgment of the Circuit Court rendered on the 13th day of September, 1962, to the Court of Appeals of the State of Alabama.


W. C. Boone, Jr., Esq.


Paul W. Brock, Esq.
Attorneys for Defendant

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

SECURITY FOR COSTS OF APPEAL

We and each of us severally, do hereby acknowledge ourselves sureties for all costs of the foregoing appeal from the judgment of the Circuit Court of Baldwin County, Alabama rendered on September 13, 1962 and we, and each of us, hereby agree to pay all such costs. For the payment of this bond, we and each of us do hereby severally waive our rights of exemption to personal property under

the Constitution and Laws of the State of Alabama.

HARTFORD FIRE INSURANCE COMPANY,
a corporation

By: W. E. Bonebrake (PRINCIPAL)
As its Attorney

HARTFORD ACCIDENT & INDEMNITY COMPANY,
a corporation

By: Don E. Gardner (SURETY)
As its Attorney-in-Fact

TAKEN and approved on this the ____ day of September,
1962.


Alice Duck, Clerk, Circuit Court
Baldwin County, Alabama

LEWIS C. JONES, : IN THE CIRCUIT COURT OF
Plaintiff, :
vs. : BALDWIN COUNTY, ALABAMA
HARTFORD FIRE INSURANCE : AT LAW
COMPANY, a corporation, :
Defendant. : CASE NO. 4746

NOTICE OF APPEAL

Comes now the defendant in the above styled cause and gives Notice of Appeal from the judgment of the Circuit Court rendered on the 13th day of September, 1962, to the Court of Appeals of the State of Alabama.


W. C. Boone, Jr., Esq.


Paul W. Brock, Esq.
Attorneys for Defendant

Of Counsel:

HAND, ARENDALL, BEDSOLE, GRAVES & JOHNSTON

SECURITY FOR COSTS OF APPEAL

We and each of us severally, do hereby acknowledge ourselves sureties for all costs of the foregoing appeal from the judgment of the Circuit Court of Baldwin County, Alabama rendered on September 13, 1962 and we, and each of us, hereby agree to pay all such costs. For the payment of this bond, we and each of us do hereby severally waive our rights of exemption to personal property under

the Constitution and Laws of the State of Alabama.

HARTFORD FIRE INSURANCE COMPANY,
a corporation

By: W. C. Boone (PRINCIPAL)
As its Attorney

HARTFORD ACCIDENT & INDEMNITY COMPANY,
a corporation

By: Don E. Jordan (SURETY)
As its Attorney-In-Fact

TAKEN and approved on this the ____ day of September,
1962.

Alice Duck, Clerk, Circuit Court
Baldwin County, Alabama

LEWIS C. JONES, : IN THE CIRCUIT COURT OF
Plaintiff :
vs. : BALDWIN COUNTY, ALABAMA
HARTFORD FIRE INSURANCE : AT LAW
COMPANY, a corporation, :
Defendant. : CASE NO. 4746

SUPERSEDEAS BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Hartford Fire Insurance Company, a corporation, as Principal, and Hartford Accident and Indemnity Company, a corporation, as Surety, are held and firmly bound unto Lewis C. Jones, his heirs, executors or administrators in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), for the payments of which, we jointly and severally bind ourselves, successors and assigns, firmly by these presents.

SEALED with our seals, and dated this 8th day of October, 1962.

The condition of the above obligation is such, that the above bounden Hartford Fire Insurance Company, a corporation has applied for and obtained an appeal returnable to the next term, 1963, of the Court of Appeals of the State of Alabama, to supersede and reverse the judgment recovered by the said Lewis C. Jones against the said Hartford Fire Insurance Company, a corporation, on the 13th day of September, 1962 in the Circuit Court of Baldwin County, Alabama in the amount of FOUR HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$476.00)

besides costs.

Now, if the said Hartford Fire Insurance Company, a corporation, shall prosecute to effect its said appeal in the said Court of Appeals of the State of Alabama, and shall pay and satisfy such judgment as the said Court of Appeals shall render in the premises, then this obligation to be null and void, otherwise to be and remain in full force and effect.

We hereby waive all rights to or claim of exemption as to personal property we now have or may hereafter have, under the Constitution and Laws of the State of Alabama, and we hereby certify that we have property free from all encumbrance in the full amount of the above bond.

WITNESS our hands and seals this 7th day of October, 1962.

HARTFORD FIRE INSURANCE COMPANY,
a corporation, PRINCIPAL

By Don Sander
As it's Representative - mpr.

HARTFORD ACCIDENT & INDEMNITY COMPANY,
a corporation, Surety

By Don Sander
As It's Attorney-In-Fact

This bond taken and approved this day of October, 1962.

Alice Duck, Clerk, Circuit Court,
Baldwin County, Alabama

LEWIS C. JONES, : IN THE CIRCUIT COURT OF
Plaintiff :
vs. : BALDWIN COUNTY, ALABAMA
HARTFORD FIRE INSURANCE : AT LAW
COMPANY, a corporation, :
Defendant. : CASE NO. 4746

SUPERSEDEAS BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Hartford Fire Insurance Company, a corporation, as Principal, and Hartford Accident and Indemnity Company, a corporation, as Surety, are held and firmly bound unto Lewis C. Jones, his heirs, executors or administrators in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), for the payments of which, we jointly and severally bind ourselves, successors and assigns, firmly by these presents.

SEALED with our seals, and dated this 8th day of October, 1962.

The condition of the above obligation is such, that the above bounden Hartford Fire Insurance Company, a corporation has applied for and obtained an appeal returnable to the next term, 1963, of the Court of Appeals of the State of Alabama, to supersede and reverse the judgment recovered by the said Lewis C. Jones against the said Hartford Fire Insurance Company, a corporation, on the 13th day of September, 1962 in the Circuit Court of Baldwin County, Alabama in the amount of FOUR HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$476.00)

besides costs.

Now, if the said Hartford Fire Insurance Company, a corporation, shall prosecute to effect its said appeal in the said Court of Appeals of the State of Alabama, and shall pay and satisfy such judgment as the said Court of Appeals shall render in the premises, then this obligation to be null and void, otherwise to be and remain in full force and effect.

We hereby waive all rights to or claim of exemption as to personal property we now have or may hereafter have, under the Constitution and Laws of the State of Alabama, and we hereby certify that we have property free from all encumbrance in the full amount of the above bond.

WITNESS our hands and seals this 7 day of October,

1962.

HARTFORD FIRE INSURANCE COMPANY,
a corporation, PRINCIPAL

By Don E. Sanders
As it's Representative - In-Fact.

HARTFORD ACCIDENT & INDEMNITY COMPANY,
a corporation, Surety

By Don E. Sanders
As It's Attorney-In-Fact

This bond taken and approved this day of October,

1962.

Alice Duck, Clerk, Circuit Court,
Baldwin County, Alabama

744746
Lungjones
Hartford
Ind. Co.

JURY LIST - FALL SESSION - SEPT. 10, 1962

1. Barton, John, Sr., Merchant, Bay Minette
2. Beasley, Newton P., Mechanic, Bay Minette
3. Roley, Willie, Carpenter, Bay Minette
4. Keuler, Jake W., Farmer, Loxley
5. Knowles, Kenneth, Brookley Field, Bay Minette
6. Klein, John P., Farmer, Elberta
7. Knowles, J. Frank, Clerk, Bay Minette
8. Stimpson, Carl, Clay Products, Fairhope
9. Steele, Ira, Mail Clerk, Fairhope
10. Sturges, Frank III, Alcoa, Spanish Fort
11. Tindal, Kendrick N., Contractor, Bay Minette
12. Tindall, Horace A., Farmer, Gulf Shores
13. Trawick, Cecil, Farmer, Stapleton
14. Singleton, Art, Public, Rosinton
15. Nelson, Martin, Cleaners, Fairhope
16. Pacey, Paul G., Farmer, Fairhope
17. Morse, Wilson W., Civil Service, Foley
18. McKibbin, W.G., Woodhaven Dairy, Fairhope
19. Bishop, George O., Merchant, Fairhope
20. Booth, Robert E., Laborer, Fairhope
21. Byrd, Claude, Newport, Bay Minette
22. Cabiness, Marvin, Laborer, Bay Minette
23. Carlisle, D.C., Newport, Bay Minette
24. Chandler, Sidney, Bank Clerk, Silverhill
25. Cooper, Claude, Farmer, Rosinton
26. Cooper, Nolan P., Merchant, Rosinton
27. Creamer, Henry, City Employee, Fairhope
28. Deloach, Percy, Farmer, Bay Minette
29. Good, John, Jr., Farmer, Elberta
30. Hammond, Walter W., Grocery, Robertsedale
31. Hastie, Joe H., Merchant, Stockton
32. Hill, Calvin, Farmer, Belforest
33. Jackson, Thomas K., Farmer, Daphne
34. Johnson, Coy L., Laborer, Bay Minette
35. Jones, Clopton, Real Estate, Robertsedale
36. Kasuba, Stanley J., Insurance, Fairhope
37. Frank, George, Farmer, Elberta
38. Garner, Clifton, Carpenter, Bay Minette
39. Lunsford, Albert A., Teacher, Foley
40. McClain, Cecil E., Elec. Co., Robertsedale
41. York, D.W., Farmer, Foley
42. Tunstall, Solomon, Laborer, Stockton
43. Mund, Thos C., Fisherman, Gulf Shores
44. McDill, Sam C., Farmer, Bay Minette
45. Malone, Lawrence P., Bay Minette
46. Bay Minette
47. Bay Minette
48. Stuart, Harold, Cleaners, Bay Minette
49. Bay Minette
50. Bay Minette
51. Bay Minette
52. Bay Minette
53. Duck Morace Harold, Laborer, Bay Minette
54. Powell, Shirley, Post Office, Bay Minette
55. Hoiges, Willie Lee, Sawmill, Bay Minette

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D XXXXX XXXXX XXX

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HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON
LAWYERS

SIXTH FLOOR 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

August 2, 1961

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

Re: Lewis C. Jones v. Hartford Fire
Insurance Company, a corporation

Dear Mrs. Duck:

Enclosed please find the defendant's answer to the complaint filed in the above styled case. If you will see that same is filed in your Circuit Court I would greatly appreciate it.

Yours very truly,



For the Firm

WCBjr.meb

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON
LAWYERS

SIXTH FLOOR FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

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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

August 24, 1962

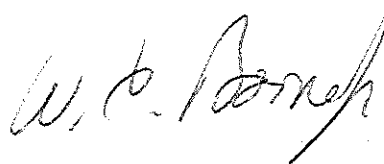
Mrs. Alice J. Duck, Clerk
Circuit Court of Baldwin County
Courthouse
Bay Minette, Alabama

Re: Lewis C. Jones v. Hartford Fire
Insurance Company, Circuit Court
Case Number 4746

Dear Mrs. Duck:

Enclosed herewith please find amended answer to be filed in the above referenced case. If you will acknowledge the receipt and filing of same on the enclosed copy of the this letter and return same to me in the enclosed envelope, I would appreciate it.

Yours very truly,



For the Firm

WCBjr.mbd

JAMES A. BRICE
ATTORNEY AT LAW
FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

July 3, 1961

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

Re: Lewis C. Jones
Vs: Hartford Fire Insurance Company,
a corporation

Dear Mrs. Duck:

Please serve the Superintendent of Insurance in Montgomery, Alabama, in the above captioned cause.

Thank you.

Sincerely,


James A. Brice

JAB:j
Enclosure

Div. No.

CERTIFICATE OF APPEAL. (Civil Cases,)

No. 4746

Baldwin County, Circuit Court.

LEWIS C. JONES

Plaintiff.
vs.

HARTFORD FIRE INSURANCE COMPANY, A Corporation
Defendant.

I, Alice J. Duck Clerk of Circuit Court,
of Baldwin County, Alabama, hereby certify that in the
cause of Lewis C. Jones plaintiff
vs.

Hartford Fire Insurance Company, a corporation defendant,
which was tried and determined in this Court on the 13th day of
September 19 62, in which there was a judgment for Four Hundred Seventy-
Six and no/100 - - - Dollars, in favor of the plaintiff, (~~and judgment~~
~~for the plaintiff~~), the Defendant on the 9th day of
October 19 62, took an appeal to the Courts of Appeal
of Alabama to be holden of and for said State.

I further certify that Hartford Fire Insurance Co., a Corp.
filed security for cost of appeal, to the Courts of Appeal Court, on
the 9th day of Oct. 19 62, and that Hartford Fire Insurance Co.,
a Corporation, By Don E. Sanders its Representative - Mgr. and HARTFORD ACCIDENT
& INDEMNITY COMPANY, a corporation surety by Done E. Sanders its Attorney - In - Fact
are sureties on the appeal bond.

I further certify that notice of the said appeal was on the 19
day of Oct 19 62, served on James A. Brice
as attorney of record for said appellee, and that the amount sued for
was Eight Hundred Fifty-Nine and 37/100 - - - Dollars. (Or certain lands)
(Or personal property.)

Witness my hand and the seal of this Court, this the 11th
day of October 19 62.

Alice J. Duck
Clerk of the Circuit Court of

Baldwin County, Alabama.