

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons The California Insurance Company of San Francisco, California, a Corporation, to appear and plead, answer or demur within thirty days from the service hereto to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, by Charles A. Davis.

Witness my hand this the 11 day of April, 1962.

Ex-4-16-62

Alice J. Duck
Alice J. Duck, Clerk

CHARLES A. DAVIS

Plaintiff

VS

THE CALIFORNIA INSURANCE
COMPANY OF SAN FRANCISCO,
CALIFORNIA, A Corporation

Defendant

Ø

Ø

Ø

Ø

Ø

Ø

1.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5112

The Plaintiff claims of the Defendant the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), ^{the} ~~for~~ value of a house-trailor and the contents therein, which the Defendant, on the 17th day of February, 1962, insured against loss or injury by fire and other perils in the policy of insurance mentioned, for the term of one (1) year, which house-trailor and its contents was wholly destroyed by fire on the 12th day of March, 1962, of which the Defendant has had notice.

WILTERS, BRANTLEY & NESBIT

BY: Henry J. Wilters

Attorneys for the Plaintiff

FILED

APR 11 1962

ALICE J. DUCK, CLERK
REGISTER

PLAINTIFF'S AFFIDAVIT THAT TITLE 10, SEC. 192 IS APPLICABLE

I certify that the Defendant, The California Insurance Company of San Francisco, California, a Corporation, is and was prior to the 17th day of February, 1962, and is as of this date a non resident of the State of Alabama; and that it did do business and enter into a contract of insurance with the Plaintiff, Charles A. Davis, in Robertsedale, Baldwin County, Alabama, and that as a result of this contract, the Plaintiff has a cause of action against the Defendant. Plaintiff further avers that according to the records of the Department of Insurance, State of Alabama, that the Superintendent of Insurance of the State of Alabama, as its true and lawful attorney or agent upon whom process may be served in any action accrued or accruing from its doing of business or performing of work or service in this state, or as an incident thereto by any such non-resident, or its agent, servant, or employee.

WILTERS, BRANTLEY & NESBIT

BY

Henry Walters
Attorneys for the Plaintiff

Sworn to and subscribed to before me this 11th day of April,
1962.

FILED

APR 11 1962

ALICE J. DUCK, CLERK
REGISTER

June B. Hedge
Notary Public,

CHARLES A. DAVIS,	X		
Plaintiff,	X	IN THE CIRCUIT COURT OF	
vs.	X		
	X	BALDWIN COUNTY, ALABAMA	
THE CALIFORNIA INSURANCE	X		
COMPANY OF SAN FRANCISCO,	X	AT LAW	NO. 5112
CALIFORNIA, a Corporation,	X		
Defendant.	X		

Comes the Defendant in the above styled cause and files the following separate and several pleas, viz:

1. That the allegations of the complaint are untrue.
2. That the complaint claims damages for the value of a house-trailor and contents therein which the Plaintiff alleges was insured by the Defendant against loss or injury by fire and other perils, which house-trailor and its contents were wholly destroyed by fire on the 12th day of March, 1962. The house-trailor was located 1/8th mile East from U. S. Garage, 9 miles East of Roberts-dale, Alabama, on the South side of U. S. Highway 90 in Baldwin County, Alabama at the time such policy was issued. Such house-trailor and its contents were moved from this location without the knowledge or consent of the Defendant subsequent to the issuance of such policy, which said policy was issued on February 17, 1962, and prior to the date that such house-trailor was destroyed on March 12, 1962. That such house-trailor and its contents were located outside of the State of Alabama approximately four miles West of Cantonment, at Jones Trailor Park in Escambia County, Florida, at the time it was destroyed. The policy of insurance under which the Plaintiff claims damages specifically states that such property is insured "at location of property involved" and only when the property described in such policy is located as described in such policy. It is further recited in such policy that such property is not insured when located elsewhere, hence the Plaintiff should not recover in this action.

Filed
5-21-62

James A. Stone
Attorneys for Defendant

[illegible]

THE CALIFORNIA INSURANCE
COMPANY OF SAN FRANCISCO,
CALIFORNIA, a Corporation,
Defendant.

[illegible]

BALDWIN COUNTY, ALABAMA

SECRET

CHARLES A. DAVIS,

Plaintiff,

vs.

THE CALIFORNIA INSURANCE
COMPANY OF SAN FRANCISCO,
CALIFORNIA, A Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5112

DEMURRER

Comes the Defendant in the above styled cause and demurs to the complaint filed in said cause and assigns the following separate and several grounds, viz:

1. That said complaint does not state a cause of action.
2. That said complaint attempts to set out the code form on an insurance policy but alleges that the claim for damages is "for" value instead of "the" value of the property which was damaged or destroyed.
3. That said complaint fails to state that the amount claimed in the complaint is the value of the property damaged or destroyed.


Attorneys for Defendant

Defendant demands a trial by jury.


Attorneys for Defendant

FILED

MAY 2 1962

Alice J. Duck, CLERK
RECEIVED

CHARLES A. DAVIS,

Plaintiff,

vs.

THE CALIFORNIA INSURANCE
COMPANY OF SAN FRANCISCO,
CALIFORNIA, A Corporation,

Defendant

* * * * *

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 5112

* * * * *

DEMURRER

* * * * *

FILED

MAY 2 1922

ALICE J. DUCK, CLERK
REGISTER