

WILLIE INEZ GILBREATH	Ø	
	Ø	IN THE CIRCUIT COURT OF
PLAINTIFF	Ø	BALDWIN COUNTY, ALABAMA
VS	Ø	
LESLIE CHANDLER, doing business	Ø	AT LAW
as PEOPLE'S SUPPLY COMPANY	Ø	NO. <u>4878</u>
DEFENDANT	Ø	

APPLICATION TO HIRE ATTORNEY

Comes now Willie Inez Gilbreath and hereby petitions and applies to the Honorable Judge of the Circuit Court of Mobile County for and order approving her employment of the firm of Wilters, Brantley & Nesbit, Attorneys at Law, to represent her interest in the above matter.

Willie Inez Gilbreath
Willie Inez Gilbreath

ORDER

Upon consideration of the foregoing petition, the employment of the firm of Wilters, Brantley & Nesbit, as attorneys for William Inez Gilbreath in the above styled cause is hereby ORDERED and APPROVED, the fees to be paid said attorneys not to exceed 15% of the compensation awarded said Petitioner, all in accordance with Title 26, Section 261 of the Alabama Code of 1940, as amended.

Judge

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 14878

WILLIE INEZ GILBREATH

PLAINTIFF

VS

LESLIE CHANDLER doing business as
PEOPLE'S SUPPLY COMPANY

DEFENDANT

FILED

SEP 21 1961

ALICE J. DUCK, CLERK
REGISTER

Wilters, Brantley & Nesbit
Attorney at Law
Robertsdale, Alabama

WILLIE INEZ GILBREATH,	)	IN THE CIRCUIT COURT OF
Plaintiff	)	BALDWIN COUNTY, ALABAMA
Vs.	)	AT LAW
LESLIE CHANDLER, doing	)	NO. <u>4878</u>
business as PEOPLE'S)	
SUPPLY COMPANY,)	
Defendant)	

FINDINGS OF FACT

This case coming on for hearing on the complaint and answer, as filed, and the Court having been made aware of the matters and things involved with the respect thereto, and having heard from counsel of both parties, after due consideration of the evidence and the matters presented by the parties in support of their respective positions, the Court makes the following Findings of Fact and Conclusions of Law:

1. Willie Inez Gilbreath, the plaintiff herein, is the widow of William DeWitt Gilbreath, and was his only dependent on May 1, 1961.

2. William DeWitt Gilbreath was injured when he came in contact with a wire conveying electrical current, on or about May 1, 1961, while he was working on the roof of a building in Silverhill, Baldwin County, Alabama. The business carried on in said building was that of People's Supply Company, which is a sole proprietorship operated in the name of People's Supply Company by Leslie Chandler.

3. At the time of the accident on May 1, 1961, William DeWitt Gilbreath received injuries from which he ultimately died on May 3, 1961. Leslie Chandler, doing business as People's Supply Company, had elected to be covered by the

Workmen's Compensation Act of the State of Alabama, prior to May 1, 1961, and was covered by said Act on that date. The business of the People's Supply Company on the date of the accident was that of a retail grocery store.

4. Prior to May 1, 1961, a contract had been made between William DeWitt Gilbreath, and Leslie Chandler, doing business as People's Supply Company, by the terms of which William DeWitt Gilbreath was to paint the roof of the building housing People's Supply Company. While in the performance of this painting contract on, to-wit, May 1, 1961, William DeWitt Gilbreath received injuries from which he died.

5. At the time of said accident, William DeWitt Gilbreath was not engaged by Leslie Chandler, doing business as People's Supply Company, in and about the retail sale of groceries, merchandise or supplies to the retail customers of People's Supply Company.

The contract between William DeWitt Gilbreath and Leslie Chandler, doing business as People's Supply Company was made in Silverhill, Baldwin County, Alabama; the retail establishment of Leslie Chandler, doing business as People's Supply Company, is located in Silverhill, Baldwin County, Alabama, and the accident which caused the death of William DeWitt Gilbreath occurred in Silverhill, Baldwin County, Alabama.

At the time of the accident William DeWitt Gilbreath had been in the performance of his contract for a period of one day. If his earnings from his contract with Leslie Chandler, doing business as People's Supply Company, were considered as wages, his average weekly wage would be Sixty Dollars (\$60.00) per week, for purposes of computing compensation under the Workmen's Compensation Act of Alabama.

6. There is a controversy existing between plaintiff and defendant as to whether or not William DeWitt Gilbreath was an employee of the defendant at the time of the accident. The controversy also extends to whether or not the fatal injury occurred in an "accident" within the meaning of the Workmen's Compensation Act of Alabama and whether or not William DeWitt Gilbreath, at the time of the fatal injury, was acting within the line and scope of his employment, as an employee of the defendant. As a result of said controversy, there is a substantial question as to whether or not the plaintiff is entitled to any benefits under the Workmen's Compensation Act of the State of Alabama.

The Court, after due inquiry into the claim, concludes that it is in the best interest of the plaintiff, as widow of William DeWitt Gilbreath, deceased, to accept a lesser sum than that provided by the Workmen's Compensation Act, as death compensation and benefits, as a settlement, to conclude further controversy. The Court finds that if defendant's contentions were accepted by the Court, that a judgment adverse to the plaintiff may be entered denying all compensation and benefits under the Workmen's Compensation Act to plaintiff.

7. All medical, hospital and funeral expenses have been paid by the plaintiff and none are claimed in this action.

CONCLUSIONS OF LAW

1. The petition of Willie Inez Gilbreath was filed in accordance with the provisions of Title 26, Section 304, Code of Alabama, 1958, as amended.

2. The defendant, Leslie Chandler, doing business as People's Supply Company, is subject to the Workmen's Compensation Act of Alabama.

3. The Court has jurisdiction of the subject matter and the parties to this cause under the provision of Title 26, Section 253, etc., Code of Alabama, 1958, as revised.

4. If William DeWitt Gilbreath was not an employee of the defendant Leslie Chandler, doing business as People's Supply Company, at the time of the injury on May 1, 1961, from which he subsequently died on May 3, 1961, the plaintiff would not be entitled to compensation or benefits under the Workmen's Compensation Act of Alabama.

5. If William DeWitt Gilbreath was not acting within the line and scope of his employment, as an employee of Leslie Chandler, doing business as People's Supply Company, at the time of his injury on May 1, 1961, from which injury he ultimately died on May 3, 1961, plaintiff would not be entitled to compensation and benefits under the Workmen's Compensation Act of Alabama.

6. If the plaintiff is entitled to recover compensation and benefits under the Act, the maximum amount of compensation to which she would be entitled, would be compensation for a period of three hundred (300) weeks at the rate of Twenty-One Dollars (\$21.00) per week.

7. The parties have the right to settle said dispute as to the matters of compensation and questions arising under said Act upon a finding by the Court that said settlement is in the best interest of the employee, or his dependents. Title 26, Section 278, Code of Alabama, 1958, as amended.

The controversy which exists between the plaintiff and defendant as to whether or not plaintiff is entitled to compensation and benefits under the Workmen's Compensation Act of Alabama is a legitimate controversy, which could be resolved in favor of the plaintiff and against the defendant whereby full benefits and compensation would be payable to the plaintiff, or, against the plaintiff and in favor of the defendant in which instance no compensation or benefits would be payable to the plaintiff under the Workmen's Compensation Act of Alabama.

It is in the best interests of the plaintiff that a compromise settlement made between the parties in the amount of Four Thousand Four Hundred Seventy-Five and 34/100 Dollars (\$4,475.34) be approved by the Court. The Court is informed that a total amount of One Thousand Twenty-Four and 66/100 Dollars (\$1,024.66) has also been paid to the plaintiff as reimbursement for medical, hospital and burial expenses paid by her.

JUDGMENT

The Court having made the foregoing Findings of Fact and Conclusions of Law based upon the pleadings and evidence presented by both parties on the trial of this cause, is of the opinion that the settlement is in the best interest of the plaintiff, and having considered all of the same does find that the plaintiff is entitled to recover compensation at the rate of Twenty-One Dollars (\$21.00) per week for Two Hundred Thirteen and 1/10th weeks (213.1), or in lieu thereof, a lump sum settlement of Four Thousand Four Hundred Seventy-Five and 34/100 Dollars (\$4,475.34).

It is therefore ORDERED, ADJUDGED and DECREED that plaintiff have and recover of defendant a judgment for compensation benefits at the rate of Twenty-One Dollars (\$21.00) per week for a period of Two Hundred Thirteen and 1/10th weeks (213.1), or in lieu thereof a lump sum payment of Four Thousand Four Hundred Seventy-Five and 34/100 Dollars (\$4,475.34), together with all costs of court, for all of which let execution issue.

It is further ORDERED, ADJUDGED and DECREED that plaintiff's attorneys be allowed an attorneys' fee of a sum equal to fifteen per cent (15%) of said judgment, which shall be paid by the plaintiff, out of the proceeds paid in satisfaction of this judgment.

ORDERED, ADJUDGED AND DECREED on this 19 day of January, 1962.

Hubert M. Oster
CIRCUIT JUDGE

WILLIE INEZ GILBREATH,	)	IN THE CIRCUIT COURT OF
Plaintiff	)	BALDWIN COUNTY, ALABAMA
Vs.	)	AT LAW
LESLIE CHANDLER, doing	)	NO. <u>4878</u>
business as PEOPLE'S)	
SUPPLY COMPANY,)	
Defendant)	

A N S W E R

Comes now the defendant in the above styled cause, and for answer to the complaint heretofore filed, sets down and assigns the following, separately and severally:

1. Not guilty.
2. The allegations of the complaint are untrue.
3. Defendant admits that the plaintiff, Willie Inez

Gilbreath, is the widow of William DeWitt Gilbreath, and that neither she nor William DeWitt Gilbreath have any minor children.

Defendant denies that the relationship of employer and employee or master and servant existed between William DeWitt Gilbreath, deceased, and defendant, on May 1, 1961.

Defendant admits that he was subject to the Workmen's Compensation Act of Alabama in May of 1961.


Defendant denies that William DeWitt Gilbreath was subject to the Workmen's Compensation Act of Alabama on May 1, 1961.

Defendant denies that William DeWitt Gilbreath was employed and engaged in the business of defendant on May 1, 1961.

Defendant denies that William DeWitt Gilbreath, while acting within the line and scope of his employment as an employee of defendant, suffered an injury as a result of an accident which arose out of and in the course of his employment as defendant's employee.

Defendant admits that William DeWitt Gilbreath suffered an injury on, to-wit, May 1, 1961, from which he died on, to-wit, May 3, 1961.

Defendant admits that a controversy has arisen as to whether or not plaintiff is entitled to benefits and compensation under the Workmen's Compensation Act of Alabama.



Attorney for Defendant

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

FILED
JAN 19 1962
ALICE J. DUCK, CLERK
REGISTER

WILLIE INEZ GILBREATH,	)	IN THE CIRCUIT COURT OF
Plaintiff	)	BALDWIN COUNTY, ALABAMA
Vs.	)	AT LAW
LESLIE CHANDLER, doing	)	NO. _____
business as PEOPLE'S)	
SUPPLY COMPANY,)	
Defendant)	

D E M U R R E R

Comes now the defendant in the above styled cause and demurs to the petition heretofore filed, and as separate and several grounds of demurrer, sets down and assigns the following, separately and severally:

1. The complaint fails to allege a description of the injury, its nature and extent, with sufficient certainty.

2. For aught appearing, the alleged injury was proximately caused by an accident which was not within the line and scope of the alleged employment.

3. For that the allegation that the relationship of employer-employee, master and servant, existed between employee and defendant, is but a conclusion of the pleader.

4. For that the allegation that both alleged employee and defendant were subject to the Workmen's Compensation laws of the State of Alabama, is but a conclusion of the pleader.

5. For that it affirmatively appears from the allegations of the complaint, that William Gilbreath was a casual employee, hence, not covered by the Workmen's Compensation Act of Alabama.

FILED

OCT 10 1961

ALICE J. DUCK, CLERK
REGISTER

Paul W. Brock

Ronald F. Price
Attorney for Defendant

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

WILLIE INEZ GILBREATH

PLAINTIFF

VS

LESLIE CHANDLER, doing business
as PEOPLE'S SUPPLY COMPANY

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. _____

APPLICATION TO HIRE ATTORNEY

Comes now Willie Inez Gilbreath and hereby petitions and applies to the Honorable Judge of the Circuit Court of Mobile County for and order approving her employment of the firm of Wilters, Brantley & Nesbit, Attorneys at Law, to represent her interest in the above matter.

Willie Inez Gilbreath
Willie Inez Gilbreath

ORDER

Upon consideration of the foregoing petition, the employment of the firm of Wilters, Brantley & Nesbit, as attorneys for William Inez Gilbreath in the above styled cause is hereby ORDERED and APPROVED, the fees to be paid said attorneys not to exceed 15% of the compensation awarded said Petitioner, all in accordance with Title 26, Section 261 of the Alabama Code of 1940, as amended.

Judge

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STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Leslie Chandler d/b/a People's Supply Company, 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 Willie Inez Gilbreath.

Witness my hand this the 21 day of Sept, 1961.


Alice J. Duck, Clerk

WILLIE INEZ GILBREATH

PLAINTIFF

VS

LESLIE CHANDLER doing business as
PEOPLE'S SUPPLY COMPANY

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. _____

The Plaintiff claims of the Defendant benefits under the Workman's Compensation Laws of Alabama due and owing under the following statement of facts:

That the Plaintiff is Willie Inez Gilbreath and that she lives at Silverhill, Alabama; that the Defendant's name is Leslie Chandler, doing business as The People's Supply Company and that he lives at and does business in Silverhill, Alabama.

That the Plaintiff, Willie Inez Gilbreath is the widow of William DeWitt Gilbreath and that neither she nor William DeWitt Gilbreath have any minor children; your Plaintiff further avers that she was totally dependant upon her husband during his lifetime.

The Plaintiff avers relationship of Employer and Employee or Master and Servant existed between William DeWitt Gilbreath, the deceased husband of your Petitioner and the Defendant on the 1st day of May, 1961, and that the Defendant was subject to the Workman's Compensation Laws of Alabama, and the Plaintiff's husband was subject to the Workman's Compensation Laws of Alabama on this date.

The Plaintiff further avers that while her husband was so employed and engaged in the business of the Defendant, Leslie Chandler, doing business as People's Supply Company and while acting within the line and scope of his employment, William DeWitt Gilbreath suffered an accident which arose out of and in the course of said employment. As an proximate result of said accident, the Plaintiff's husband, William DeWitt Gilbreath was injured to such an extent that he died on, to-wit: May 3, 1961.

Your Plaintiff avers that her deceased husband, William DeWitt Gilbreath was on, to-wit: May 1, 1961, painting the roof of a store building owned by the Defendant, located in Silverhill, Alabama, and while so working in the line and scope of his employment he came in contact with an electrically charged wire and as a proximate result, he was so severely shocked that he died.

The Plaintiff avers that the Defendant had actual notice of said accident. The Plaintiff alleges that at the time of the aforesaid accident her husband, William DeWitt Gilbreath, was receiving a salary of \$ 60.00 a week.

A controversy has arisen as to the benefits to be paid under the Workman's Compensation Laws of Alabama.

Wherefore, Plaintiff claims of the Defendant, Leslie Chandler, such benefits as she is entitled to receive under the Workman's Compensation Laws of Alabama. She prays that notice may be given the Defendant and that at a hearing be had of the cause according to the rules and laws of this Honorable Court.

WILLIE INEZ GILBREATH

BY: Willie Inez Gilbreath
WILTERS, BRANTLEY & NESBIT
Attorneys for the Plaintiff

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Phillis S. Nesbit, a Notary Public, in and for said State and County, personally appeared William Inez Gilbreath, who is known to me and who being first duly sworn, deposes on oath and says: That she has read or had read to her the foregoing petition and the statements made therein are true and correct and that she knows of her own knowledge that they are correct.

Sworn to and subscribed before me this the 15th day of September 1961.

Willie I. Gilbreath
Phillis S. Nesbit
Notary Public, State of Alabama at Large

4878

R. Hill

Received 21 day of Sept 1901
and on 28 day of Sept 1901
served a copy of the within A & C
in Leslie Chandler

By service on _____

TAYLOR WILKINS, Sheriff
By Arthur H. [Signature] D. S.

Stovchill

Sheriff claims 60 miles at
Ten Cents per mile Total \$ 6.00
TAYLOR WILKINS, Sheriff
BY [Signature]
DEPUTY SHERIFF