

CLYDE D. HICKS,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
=VS=	)	
PEOPLES ICE COMPANY,	)	COMPENSATION CASE NO. <u>6067</u>
Defendant.	)	<u>2214</u>

PETITION FOR WORKMEN'S COMPENSATION

1. Plaintiff alleges that he is a resident citizen of Escambia County, Alabama, and that his present address is Box 86B, Atmore, Alabama. Plaintiff further alleges that on, to-wit, the 29th day of September, 1963, while he was in the employ of the defendant Peoples Ice Company, he was injured as a direct and proximate result of an accident which occurred while the plaintiff was working on the premises of the said Peoples Ice Company in Bay Minette, Alabama, and while in the process of loading ice suffered an injury to his back; that as a direct and proximate result of said accident plaintiff has suffered and still suffers pain in his low back and he has a probable herniated disc, and that all of his said injuries are permanent; that as a direct and proximate result of said accident, the plaintiff was temporarily, totally disabled from performing any type of work from, to-wit, the 29th day of September, 1963, until, to-wit, the 20th day of October, 1963, inclusive, and that as a direct and proximate result of said accident the plaintiff has suffered a permanent partial disability of his back to an undetermined extent. Plaintiff further alleges that all of his said injuries were the direct and proximate result of an accident which arose out of and in the course of his said employment by the defendant; that the defendant had actual notice of the occurrence of said accident at the time it occurred, and that at the time of the occurrence of said accident, both the plaintiff and

the defendant were subject to Article 2 of the Alabama Workmen's Compensation Law.

2. Plaintiff further alleges that his average weekly wage for the 52 weeks immediately preceding the date of said accident was the sum of \$40.00; that at the time of the occurrence of said accident the plaintiff was married and had three dependent children under the age of 18 years; that the defendant, by and through its workmen's compensation insurance carrier, has provided him with medical care and treatment as required by said Workmen's Compensation Law; that the defendant, by and through its workmen's compensation insurance carrier, has paid to the plaintiff compensation for his temporary total disability, and has paid to the plaintiff compensation through and including December 29, 1963, for his permanent partial disability, but has failed and refused to pay any additional compensation.

3. Plaintiff further alleges that a dispute exists between him and the defendant as to the degree of his permanent partial disability, if any, but that the defendant, by and through its workmen's compensation insurance carrier, is willing to pay, and the plaintiff is willing to accept as all additional compensation due the plaintiff, compensation based upon a determination that the plaintiff has suffered a permanent partial disability of the body as a whole to the extent of 15 percent thereof, which compensation amounts to \$1,019.68.

4. Plaintiff further avers that he has employed Honorable C. Lenoir Thompson as his attorney and requests this Honorable Court to confirm such employment.

WHEREFORE, the plaintiff respectfully moves the Court to approve a settlement of all additional compensation

due him by the defendant as a result of said accident on the basis of the payment by the defendant to the plaintiff of said sum of \$1,019.68, and the plaintiff further requests that said amount be paid to him in one lump sum.

Clyde D. Hicks
Clyde D. Hicks

STATE OF ALABAMA
COUNTY OF Baldwin

Personally appeared before me the undersigned authority in and for said State and County, Clyde D. Hicks, who is known to me, and who being by me first duly sworn, deposes and says that he has read and is familiar with the allegations contained in the above and foregoing and said allegations of fact contained therein are all true and correct.

Clyde D. Hicks
Affiant

Sworn to and subscribed before me this 20 day of May, 1964.

C. L. Thompson
Notary Public

The employment of Honorable C. Lenoir Thompson to represent the plaintiff in the above styled cause is hereby confirmed.

Hubert M. Hall
Judge

Service of a copy of the above and foregoing is accepted on this the 20th day of May, 1964.

MCCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

By Charles B. Bailey, Jr.
Attorneys for Defendant

FILED

MAY 20 1964

ALICE I. DUCK, CLERK
REGISTER

CLYDE D. HICKS,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
=vs=	)	
PEOPLES ICE COMPANY,	)	COMPENSATION CASE NO. <u>6067</u>
Defendant.	)	

A N S W E R

Comes now the defendant in the above styled cause and for answer to the complaint heretofore filed by the plaintiff in said cause, states as follows:

1. The defendant admits all of the allegations of Paragraph 1 of the complaint except the allegation that the plaintiff suffered a permanent partial disability or injury, which allegation is denied;

2. The defendant admits all of the allegations of Paragraph 2 of the complaint;

3. The defendant admits all of the allegations of Paragraph 3 of the complaint and shows unto this Honorable Court that in arriving at the said sum of \$1,019.68, the following calculations were made: Based upon a determination that the plaintiff has suffered a 15 percent disability of the body as a whole to the extent of 15 percent thereof, the plaintiff is entitled to receive the sum of \$3.90 per week for a total period of 287 weeks, of which 18 weeks at \$3.90 per week is already due and owing, the total sum of \$70.20, and the remaining 269 weeks at \$3.90 per week, when commuted on a basis of 4 percent per annum, amounts to \$949.48.

WHEREFORE, the defendant respectfully requests the Court to approve a settlement of all compensation due the plaintiff by the defendant as a result of said accident on the

basis of the payment by the defendant to the plaintiff of the sum of \$1,049.10, and the defendant also requests that such additional compensation be paid to the plaintiff in one lump sum.

McCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

By: Charles B. Bailey, Jr.
Attorneys for Defendant

STATE OF ALABAMA
COUNTY OF ~~MOBILE~~ Baldwin

Personally appeared before me, Mary Thompson White, a Notary Public in and for said State and County, Charles B. Bailey, Jr., one of the attorneys for the defendant in the above styled cause, who is known to me, and who being by me first duly sworn, deposes and says that he is informed and believes, and upon such information and belief avers that the statements of fact contained in the above and foregoing answer are all and singularly true.

Charles B. Bailey, Jr.
Charles B. Bailey, Jr.

Sworn to and subscribed before me this 20 day of May, 1964.

Mary Thompson White
Notary Public, State of Alabama
at Large

I hereby acknowledge receipt of and accept service of a copy of the above and foregoing answer on this the 20 day of May, 1964.

LeDoris Thompson
Attorney for Plaintiff

FILED
MAY 20 1964
ALICE L. DICK, CLERK
REGISTER

CLYDE D. HICKS,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
=vs=	)	
PEOPLES ICE COMPANY,	)	COMPENSATION CASE NO. <u>6067</u>
Defendant.	)	

FINDINGS OF FACT AND LAW AND CONCLUSIONS

From the testimony and other evidence in this case, the Court finds as follows:

That on or about the 29th day of September, 1963, the plaintiff, Clyde D. Hicks, suffered injury as a direct and proximate result of an accident which occurred while he was in the employ of the defendant, Peoples Ice Company; that said accident occurred on the premises of the said Peoples Ice Company in Bay Minette, Alabama; that at the time and place of said accident the plaintiff was in the process of moving some ice around inside the Bay Minette plant of Peoples Ice Company when a floor board broke thereby causing him to slip and fall, and in order to prevent a block of ice from falling on his feet he caught same with arms thereby injuring his back; that at the time and place of said accident the plaintiff was acting within the line and scope and in the course of his said employment by the defendant; that at said time both the plaintiff and the defendant were subject to Article 2 of the Workmen's Compensation Law of the State of Alabama; that said accident arose out of and in the course of the employment of the plaintiff by the defendant; that the plaintiff's average weekly wage for the 52 weeks immediately preceding the date of said accident was \$40.00; that at the time of the occurrence of said accident the plaintiff was married and had three dependent children under the age of 18 years; that the defendant had actual notice of the occurrence of

said accident at the time it occurred; that as a direct and proximate result of said accident the plaintiff has suffered severe pain in his back and a possible herniated disc; that a dispute exists between the plaintiff and the defendant as to whether or not the plaintiff's injuries are permanent, but that the plaintiff is willing to accept and the defendant, by and through its workmen's compensation insurance carrier, is willing to pay to the plaintiff compensation based upon a determination that the plaintiff has suffered a permanent partial disability to his body as a whole to the extent of 15 percent thereof; that the Court finds that the plaintiff has suffered a permanent partial disability to his back and therefore to his body as a whole to the extent of 15 percent thereof; that the defendant, by and through its workmen's compensation insurance carrier, has furnished the plaintiff medical care and treatment for said accidental injuries as required by the Alabama Workmen's Compensation Law; that the defendant, by and through its workmen's compensation insurance carrier, has paid to the plaintiff compensation for the time when plaintiff was temporarily, totally disabled from performing any work, from, to-wit, the 29th day of September, 1963, until, to-wit, the 20th day of October, 1963; that the defendant, by and through its workmen's compensation insurance carrier, has paid to the plaintiff compensation through and including December 29, 1963; that the plaintiff is entitled to recover compensation at the rate of \$3.90 per week for a total period of 287 weeks, of which amount the total period of 18 weeks is now due and owing, the total sum of \$70.20; that the plaintiff is entitled to receive compensation at the rate of \$3.90 per week for the additional period of 269 weeks, which compensation is not yet due and owing; that it is for the best interest of the plaintiff that all additional compensation due the plaintiff be paid

to him in one lump sum, and the defendant is entitled to commutation thereof on the basis of 4 percent; that the defendant, by and through its workmen's compensation insurance carrier, is willing to pay to the plaintiff the said sum of \$1,019.68, being the \$70.20 already due and owing the plaintiff and the additional sum of \$949.48, being compensation at the rate of \$3.90 per week for a total period of 269 weeks commuted on a basis of 4 percent per annum, and the Court is of the opinion that a settlement of all additional compensation to which the plaintiff is entitled as a result of said accident for the said sum of \$1,019.68 is for the best interest of the plaintiff and that said settlement should be, and the same hereby is, approved by the Court; and the Court is further of the opinion that it is to the best interest of the plaintiff that the said sum of \$1,019.68 be paid to him in one lump sum.

JUDGMENT

THE PREMISES CONSIDERED, IT IS ORDERED, ADJUDGED AND DECREED BY THE COURT that the plaintiff is entitled to receive from the defendant the sum of One Thousand Nineteen and 68/100 (\$1,019.68) Dollars as payment in full of all compensation due the plaintiff by the defendant for all injuries received by the plaintiff as a result of said accident.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that of the said sum of One Thousand Nineteen and 68/100 (\$1,019.68) Dollars, the plaintiff shall pay to Honorable G. Lenoir Thompson, his attorney, the sum of \$450.00 for his services rendered in representing the plaintiff in this cause.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that the plaintiff have and recover of the defendant the said sum of One Thousand Nineteen and 68/100

($\$1,019.68$) Dollars as all compensation due the plaintiff as a result of said accident; that the plaintiff have and recover the costs of this cause, for all of which let execution issue.

Done this 20 day of May, 1964.

Robert M. Wallace
Judge

FILED

MAY 20 1964

ALICE L. DUCK, CLERK
REGISTER