

LOIS P. ARCHER,
a widow,

Plaintiff,

vs.

JOE FUNK and HOWARD DAVIS, in-
dividually and d/b/a M & S
SERVICE STATION,

Employers,

and

HARTFORD ACCIDENT AND INDEMNITY
COMPANY,

Insurer of Employers.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

^{h4w}
IN EQUITY.

7328

ORDER:

Upon reading and filing the foregoing joint petition and settlement of the parties, and being fully advised in the premises, and it appearing that the allegations of said petition are true and that said settlement is substantially in accordance with the provisions of the Workmen's Compensation Laws of the State of Alabama, it is, therefore,

ORDERED by the Court that the said petition, settlement and release be, and the same are hereby approved and that the parties in all things conform thereto.

DATED at Bay Minette, Alabama, this 22nd day of December, 1966.

Dejair J. Maduburn

Circuit Judge.

FILED

DEC 22 1966

REG. L. DICK, CLERK
REGISTER

LOIS P. ARCHER,)	
a widow,)	
)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.)	
)	
JOE FUNK and HOWARD DAVIS, in-	)	BALDWIN COUNTY, ALABAMA
dividually and d/b/a M & S)	
SERVICE STATION,)	
)	
Employers,	)	<i>LAW</i>
	)	IN EQUITY.
and	)	7328
)	
HARTFORD ACCIDENT AND INDEMNITY)	
COMPANY,)	
)	
Insurer of Employers.)	

RECEIPT AND RELEASE:

The undersigned, Lois P. Archer, for and in consideration of the sum of TWENTY FIVE HUNDRED DOLLARS (\$2500.00) and other good and valuable consideration to her in hand paid by Hartford Accident & Indemnity Company, a corporation, the insurance carrier for Joe Funk and Howard Davis, individually and d/b/a M & S Service Station, has and does hereby fully and completely release relieve and discharge the said Joe Funk and Howard Davis, individually and d/b/a M & S Service Station, and the Hartford Accident & Indemnity Company, a corporation, from all other, and further liability of every kind and nature which exists or may hereafter exist because of the injury sustained by O. E. Archer while employed by Joe Funk and Howard Davis, individually and d/b/a M & S Service Station, which injury occurred on March 9, 1966, at the premises in the City of Fairhope, Alabama, on which premises the said Joe Funk and Howard Davis operated the service station known as "M & S Service Station", which injury allegedly resulted in the death of the said O. E. Archer, and while the said decedent, O. E. Archer, and the said Joe Funk and Howard Davis, individually and d/b/a M & S Service Station were subject to the provisions of the workmen's compensation laws of the State of Alabama.

The undersigned, Lois P. Archer, does hereby certify that she was the only dependent of the said O. E. Archer at the time of his death and that the said O. E. Archer had no children and that at the time of his death he had no dependents whatsoever other than the undersigned, who was his wife.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my seal on this the 22nd day of December, 1966.

Lois P. Archer
Lois P. Archer.

STATE OF ALABAMA

BALDWIN COUNTY

I, the undersigned Notary Public, within and for said State and County, hereby certify that Lois P. Archer, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 22nd day of December, 1966.

Alice L. Miller
Notary Public, Baldwin County, Alabama.

FILED
DEC 22 1966
ALICE L. MILLER, CLERK
BALDWIN COUNTY

LOIS P. ARCHER,)	
a widow,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.)	
	)	BALDWIN COUNTY, ALABAMA
JOE FUNK and HOWARD DAVIS,)	
individually and d/b/a M & S SERVICE)	
STATION,)	
	)	<i>hAW</i>
Employers,	)	IN EQUITY.
)	
and	)	7323
)	
HARTFORD ACCIDENT AND INDEMNITY)	
COMPANY,)	
)	
Insurer of Employers.)	

IN THE MATTER OF COMPENSATION FOR DEATH:

The undersigned, being the only party interested in the above entitled matter, hereby petitions the Court for approval of the following agreement and settlement and agrees and shows unto this Honorable Court as follows:

1. That the said Lois P. Archer is the widow and only survivor of O. E. Archer, and is over the age of twenty-one years, is of sound mind and a resident of Baldwin County, Alabama; that the Defendants, Joe Funk and Howard Davis, individually and d/b/a M & S Service Station, are both over twenty-one years of age, and are residents of Baldwin County, Alabama.

2. The undersigned further shows to the Court that on March 9, 1966, the decedent, O. E. Archer, a white male, age 54 years, who resided at Fairhope, Alabama, did sustain an injury while employed by the said employers, which said injury occurred at the M & S. Service Station at Fairhope, Alabama, and which injury consisted of a sprained right knee, which said injury allegedly caused a pulmonary embolus, which resulted in death on March 21, 1966.

3. That at the time said injury was sustained, the said decedent, O. E. Archer, and the said Defendants, Joe Funk and Howard Davis, individually and d/b/a M & S Service Station, were

subject to the provisions of the workmen's compensation laws of the State of Alabama; that said deceased employee was receiving at the time of the said injury, weekly wages of \$65.00 and that at the time of his death the only dependent of the said O. E. Archer was his wife, Lois P. Archer, who is one of the petitioners in this cause; that the said Lois P. Archer can read and understand the English language;

WHEREFORE, it is hereby agreed that the said dependent, Lois P. Archer, is entitled to and shall receive compensation for the said injury and death from the employers, payable as follows:

The sum of TWENTY FIVE HUNDRED DOLLARS (\$2500.00) as a lump sum settlement, the said dependent, Lois P. Archer, does hereby agree to give proper receipt for the said payment of the lump sum settlement and does hereby acknowledge that all medical treatment and benefits given by said Act have been furnished and paid for by employers.

This settlement is substantially in accordance with the terms of said Act and it is hereby agreed that when said payment has been made in behalf of said employers said Employers shall be and they are hereby released from all claims on account of said injury and death under said Act or otherwise. This settlement contains the whole agreement between the parties hereto.

Lois P. Archer

Lois P. Archer.

JOE FUNK
HOWARD DAVIS
individually and d/b/a M & S SERVICE
STATION,
HARTFORD ACCIDENT & INDEMNITY COMPANY

By: *J. Connor Owens, Jr.*

J. Connor Owens, Jr.

STATE OF ALABAMA

BALDWIN COUNTY

On this the 22nd day of December, 1966, before me, a Notary Public, within and for said State and County, personally appeared Lois P. Archer, to me known to be the identical person described in the foregoing instrument as dependent, and who executed said instrument as such, and acknowledged that the same is true; and that, after reading the same, and with full understanding of the terms and effect thereof, she executed the same as her free and voluntary act and deed for the uses and purposes therein expressed.

Lois P. Archer

Sworn to and subscribed before
me this 22nd day of December,
1966.

Alice L. Miller

Notary Public, Baldwin County, Alabama.

FILED
DEC 22 1966
ALICE L. MILLER, CLERK
BALDWIN COUNTY, ALABAMA