

THE STATE OF ALABAMA
BALDWIN COUNTY

PROBATE COURT

LETTERS OF GUARDIANSHIP OVER THE ESTATE OF
Idell Johnson, Gwendolyn Johnson and Lonzo Johnson, Minors,

are hereby granted to Annie Mae Johnson, who has duly
qualified and given bond as required by law, and is authorized to discharge all the functions attached to
said guardianship.

Dated this 1st day of April, A.D. 1969

Code 1940—Tit. 21, Sec. 1.

/s/ Harry D'Olive, Judge of Probate

THE STATE OF ALABAMA
BALDWIN COUNTY

I, Harry D'Olive, Judge of Probate in and for said
County and State, hereby certify that the within and foregoing is a true, correct and complete copy of the
Letters of Guardianship issued to Annie Mae Johnson
as Guardian of the estate of Idell Johnson, Gwendolyn Johnson and Lonzo Johnson,
as same appears of record in my office and same are in full force and effect. Minors

Given under my hand and seal of office, this the 1st day of April 19 69

Harry D'Olive
Judge of Probate

No. 7814 enc

THE STATE OF ALABAMA

COUNTY

PROBATE COURT

ESTATE OF

LETTERS OF GUARDIANSHIP TO

ANNIE MAE JOHNSON, as widow,)	
mother and natural guardian)	
of Idell Johnson, Gwendolyn	)	IN THE CIRCUIT COURT OF
Johnson and Lonzo Johnson,)	
Minors,)	
	)	BALDWIN COUNTY, ALABAMA
Plaintiffs,)	
v s.	)	LAW SIDE. NO. 7814.
PEOPLES FERTILIZER CO., INC.,)	
an Alabama Corporation, and)	
LIBERTY MUTUAL INSURANCE)	
COMPANY, a Massachusetts)	
Corporation,)	
Defendants.)	

TO THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, AND
TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE THEREOF:

Now comes Annie Mae Johnson and shows unto this Honorable Court that she has instituted suit in the above styled cause for benefits accruing under the Workmen's Compensation Law of Alabama for minors hereinabove named, arising from the death of Willie Johnson, father of the above named minors, who was killed while acting within the line and scope of his employment with the Peoples Fertilizer Company, Inc. Petitioner requests permission of this Court to secure the services of Forest A. Christian and J. Connor Owens, Jr.

Annie Mae Johnson
Annie Mae Johnson.

ORDER:

The foregoing having been submitted and the Court being of the opinion that permission be granted, the said Annie Mae Johnson is hereby authorized to employ the services of Forest A. Christian and J. Connor Owens, Jr., Attorneys at Law, to represent her in the matters set forth in the petition in this cause.

DATED at Bay Minette, Alabama, this 13th day of February, 1968.

Telfair J. Mashburn
Circuit Judge of Baldwin County, Ala.

FILED 13 1968

CLERK
REGISTER

ANNIE MAE JOHNSON, as widow,	)	IN THE CIRCUIT COURT OF
mother and natural guardian)	
of Idell Johnson, Gwendolyn	)	BALDWIN COUNTY, ALABAMA
Johnson, and Lonzo Johnson,)	
minors,	)	AT LAW
Plaintiffs,)	
VS)	
PEOPLES FERTILIZER CO. INC.,)	
an Alabama corporation and)	
LIBERTY MUTUAL INSURANCE)	
COMPANY, a Massachusetts)	
corporation,)	
Defendants.	)	CASE NO. _____

DEMURRER

Come now the Defendants, People Fertilizer Co., Inc. a corporation and Liberty Mutual Insurance Company, a corporation, in the above styled cause and each of them, separately and severally, and demur to the Plaintiffs complaint and to each count thereof, separately and severally, on the following separate and several grounds, to-wit:

1. It does not state facts sufficient to constitute a cause of action.
2. For that the allegations thereof do not state a cause of action against this Defendant.
3. For that the allegations thereof are vague, uncertain and indefinite.
4. The allegations thereof are so vague, uncertain and indefinite that Defendant is not sufficiently apprised of what it is called upon to defend against in this cause.
5. For that there is a misjoinder of causes of action.
6. For that it does not sufficiently appear therefrom whether this is an action for workman's compensation benefits under the Workman's Compensation Laws of Alabama or whether it is an action against the Defendant, Liberty Mutual Insurance Company.

7. For aught appearing therefrom said decedent was a servant at the time and place of his death and not subject to the workman's compensation laws of the State of Alabama.

8. For aught appearing therefrom the Defendant owed no duty to the decedent at the time and place complained of.

9. For it is not sufficiently alleged therein that the decedent was killed as a proximate result of an accident arising out of or done in the course of his employment by this Defendant.

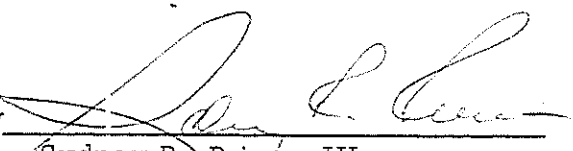
10. For that it affirmatively appears therein that the said decedent was not an employee of the Defendant, Liberty Mutual Insurance Company at the time and place complained of.

11. For that it affirmatively appears therefrom that there was no agreement to pay a compensation by this Defendant.

12. For that the allegations therein that "the Defendants insurance carrier, Liberty Mutual Insurance Company,agreed to pay compensation to three of the decedents minor children" is a mere conclusion of the pleader unsupported by sufficient averments of fact.

13. For that the allegations thereof are conflicting and repugnant.

INGE, TWITTY, DUFFY & PRINCE

By 
Sydney R. Prince, III

FILED

DEC 1 1967

ALICE L. DUFFY, CLERK

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same in each by First Class United States Mail, properly addressed and postage prepaid on this 20 day of Nov, 1967.

Attorney for

ANNIE MAE JOHNSON, as widow,)	
mother and natural guardian)	
of Idell Johnson, Gwendolyn	)	IN THE CIRCUIT COURT OF
Johnson and Lonzo Johnson,)	
Minors,	)	BALDWIN COUNTY, ALABAMA
Plaintiffs,)	
vs.	)	LAW SIDE. NO. 7814.
PEOPLES FERTILIZER CO., INC.)	
an Alabama Corporation, and)	
LIBERTY MUTUAL INSURANCE)	
COMPANY, a Massachusetts)	
Corporation,)	
Defendants.)	

AMENDED COMPLAINT:

Now come the Plaintiffs in the above styled cause, and amends the complaint heretofore filed in said cause, so that as amended the same shall read as follows:

That on or about, to-wit, the 8th day of March, 1966, the relationship of employee and employer, or servant and master, existed between Willie Johnson, now deceased, who was the husband of Annie Mae Johnson, and who was the father of Idell Johnson, Gwendolyn Johnson and Lonzo Johnson, all minors and the Defendant, Peoples Fertilizer Company, Inc., Foley, Alabama, and that the said Willie Johnson and the Defendant, Peoples Fertilizer Company, Inc., were subject to Workmen's Compensation Laws of the State of Alabama, then in force and effect; that the said Defendant, Liberty Mutual Insurance Company, a Massachusetts Corporation, (home office, Boston, Massachusetts, Regional Office, Suite 310, One Office Park, 273 Azalea Road, Mobile, Alabama, 36609, whose Post Office address is P. O. Box 9269, Mobile, Alabama, 36609), was the insurance carrier for the said Defendant, Peoples Fertilizer Company, Inc., under the terms of the Workmen's Compensation Laws of the State of Alabama;

That while so employed and engaged, the said Willie Johnson was killed, which said death was the proximate cause of an accident which arose out of and during the course of his employment as aforesaid, of which the Defendant, Peoples Fertilizer Company, Inc.

had notice; that at the time of said accidental death on, to-wit, March 8, 1966, the said Willie Johnson was a laborer in the fertilizer plant of the said Defendant, Peoples Fertilizer Co., Inc., at an average weekly wage of \$48.38;

That at the time of the death of the said Willie Johnson, the said Annie Mae Johnson, Petitioner herein, had been separated from her husband for more than a year; that there were born to the said Annie Mae Johnson certain children whose parentage was suspect, to the Defendant, Liberty Mutual Insurance Company, said children having been born subsequent to the alleged separation between the said Willie Johnson and the said Annie Mae Johnson;

That on September 14, 1966, the said Defendant, Liberty Mutual Insurance Company, Inc., agreed to pay compensation in accordance with the provisions of the Alabama Workmen's Compensation Act to the minor children named above, and for whose benefit the Petitioner sues, based on an average weekly wage of \$48.38, said sums to be calculated on the basis of the Alabama Workmen's Compensation Act as then in full force and effect and in accordance with such benefits thereunder.

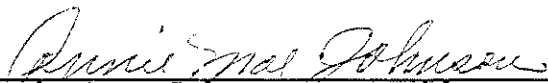
Petitioner further alleges that on September 27, 1966, the said Defendant, Liberty Mutual Insurance Company reconfirmed its prior agreement and further agreed to consider additional children if the same were found to be dependent children of the said Willie Johnson, Deceased, in accordance with the Alabama Workmen's Compensation Act.

Petitioner further avers, acting through her attorney, Forest Christian, Attorney at Law, Foley, Alabama, that she accepted the conditions as set forth in the letter dated September 14, 1966, and as reconfirmed on September 27, 1966, in behalf of the children set forth hereinabove and for whose benefit she now sues.

Petitioner further alleges that a controversy arose between the Petitioner herein and the Defendants herein on or about, to-wit, May 15, 1967, when the Defendant, Liberty Mutual Insurance Company, refused to pay such amounts as set forth in their letters

dated September 14, 1966, and as reconfirmed on September 27, 1966; Petitioner further alleges that the said Idell Johnson was born February 13, 1949; Gwendolyn Johnson was born August 3, 1953; and Lonzo Johnson was born on November 24, 1954, and that all are residents of Baldwin County, Alabama;

WHEREFORE, Petitioner prays that this Honorable Court will take jurisdiction of this petition for Workmen's Compensation and will set the same for hearing, giving due and proper notice thereof to the parties in this cause and upon a hearing that this Honorable Court will fix compensation due the said minor children set forth hereinabove as prescribed under the Workmen's Compensation Laws of the State of Alabama as of the date of death of the said Willie Johnson, as agreed upon by Liberty Mutual Insurance Company, on September 14, 1966, and as reconfirmed on September 27, 1966, and will order such benefits paid under the Workmen's Compensation Laws of Alabama, all in accordance with the laws and rules of this Honorable Court.

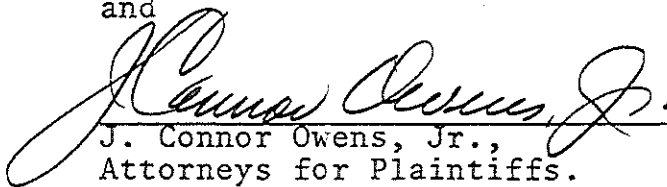


Annie Mae Johnson, as widow, mother and natural guardian of Idell Johnson, Gwendolyn Johnson and Lonzo Johnson, Minors.



Forest A. Christian

and



J. Connor Owens, Jr.,
Attorneys for Plaintiffs.

STATE OF ALABAMA)
 (
BALDWIN COUNTY)

Before me, the undersigned authority, within and for said State and County, personally appeared Annie Mae Johnson, who first being duly sworn, deposes and says that the facts alleged in the foregoing amended petition are true and correct according to the

best of her information, knowledge and belief.

Annie Mae Johnson
Annie Mae Johnson.

Sworn to and subscribed before me
on this the 12th day of February,
1968.

Ruth Hollingsworth
Notary Public, Baldwin County, Alabama.

I, the undersigned, one of the attorneys of record for the
Plaintiffs in the foregoing cause, do hereby certify that I have
forwarded a copy of the foregoing amendment to Sidney R. Prince,
the attorney of record for the Defendants in said cause, by for-
warding the same by United States mail, properly addressed, with
postage prepaid, this 13 day of February, 1968.

James A. Bux

FILED

FEB 13 1968

ALICE J. BUX

CLERK
REGISTER

ANNIE MAE JOHNSON, as widow,	)	IN THE CIRCUIT COURT OF
mother and natural guardian of Idell	)	BALDWIN COUNTY, ALABAMA
Johnson, Gwendolyn Johnson and)	
Lonzo Johnson, Minor,	)	AT LAW
)	
Plaintiffs,)	
)	
VS.)	
)	
PEOPLES FERTILIZER CO., INC., an)	
Alabama corporation, and LIBERTY)	
MUTUAL INSURANCE COMPANY, a)	
Massachusetts corporation,)	
)	
Defendants.	)	CASE NO. 7814

AGREEMENT AND PETITION FOR APPROVAL OF LUMP
SUM SETTLEMENT OF DEATH CLAIM UNDER TITLE 26,
CODE OF ALABAMA OF 1940 (RECOMPILED 1958)

The undersigned plaintiff, Annie Mae Johnson, being over the age of twenty-one (21) years and the mother and natural guardian of Idell Johnson, Gwendolyn Johnson and Lonzo Johnson, minors, and the widow of deceased Employee, Willie L. Johnson, and the undersigned Defendants Peoples Fertilizer Co., Inc., a corporation, Employer, and Liberty Mutual Insurance Company, a Massachusetts corporation, being the only parties interested in the above entitled matter, and having resolved all disputes between them in this cause, by these presents do hereby petition the Court for approval of the following agreement and settlement in and of this cause and represent unto the Court as follows:

That the deceased Employee, Willie L. Johnson, and said Employer-Defendant, Peoples Fertilizer Co., Inc. were at the time of the accident herein-after referred to and at the time of said Employee's death hereinafter referred to, both subject to the provisions of the Workmen's Compensation Laws of the State of Alabama, as amended; that the said children of said deceased Employee, although not being supported by said deceased Employee at the time of his death, were minors at the time of their father's death and are conclusively presumed to have been wholly dependent upon said deceased Employee at the time of his death within the meaning of Title 26, Section 280, of the Code of Alabama of 1940 (Recompiled 1958);

That the said Annie Mae Johnson, though married to said deceased Employee, was voluntarily living apart from said deceased Employee at the time of his death and the said deceased Employee did not contribute to her support at the

time of his death, nor had he contributed anything to her support for more than 24 months next preceeding the occurrence of the injury causing his death, and, therefore, said Annie Mae Johnson is not conclusively presumed to have been wholly dependent upon her said husband within the meaning of Title 26, Section 280, of the Code of Alabama of 1940, (Recompiled 1958); and said Annie Mae Johnson agrees that she is not entitled to any compensation under the Workmen's Compensation Laws of Alabama as a result of the death of her said husband, Willie L. Johnson;

That said deceased Employee was, on, to-wit, the 8th day of March, 1966, employed by said Employer-Defendant as a laborer in the fertilizer plant of said Employer-Defendant, in Baldwin County, Alabama, and while so employed, said deceased Employee drove a lift truck into a pile of fertilizer and a lump of fertilizer fell on him inflicting injuries on said Employee from which he died on said date;

That the average weekly earnings of said deceased Employee at the time of said accident, aforesaid, amounted to \$48.38 per week;

That said Employer-Defendant has heretofore paid \$400.00 in funeral and burial expenses on behalf of said deceased Employee which is the maximum amount for which said Employer is liable under the Workmen's Compensation Laws of Alabama, as amended;

That said Employer-Defendant, Peoples Fertilizer Co., Inc., a corporation, and the plaintiff, Annie Mae Johnson, as widow, mother and natural guardian of Idell Johnson, Gwendolyn Johnson and Lonzo Johnson, minor children of said deceased Employee, now desire to compromise and settle any and all claims arising out of or to arise out of, or in any way connected with said accident and consequent death of said deceased Employee, Willie L. Johnson, and said plaintiff and said Employer-Defendant, Peoples Fertilizer Co., Inc., a corporation, and its Workmen's Compensation carrier, Defendant Liberty Mutual Insurance Company a Massachusetts corporation, have agreed upon a final settlement in satisfaction of any and all claims (subject to the approval of the Circuit Court of Baldwin County, Alabama,

in the particulars hereinafter mentioned) on the following terms and conditions:

That without admitting but expressly denying liability in the premises, said Employer-Defendant, through its insurance carrier, Defendant Liberty Mutual Insurance Company, a Massachusetts corporation, has paid all funeral and burial expenses for which said Employer-Defendant or its said insurance carrier is liable under the Workmen's Compensation Laws of the State of Alabama, as amended, that subject to the approval of said Court, said Employer-Defendant Peoples Fertilizer Co., Inc., a corporation, through its insurance carrier, Defendant Liberty Mutual Insurance Company, a Massachusetts corporation, will pay, and said plaintiff, Annie Mae Johnson, as widow, mother and natural guardian of Idell Johnson, Gwendolyn Johnson and Lonzo Johnson, minor children of said deceased Employee, will receive and accept a lump sum judgment of FIVE THOUSAND and No/100 (\$5,000.00) DOLLARS, to be entered by the Presiding Judge of the Circuit Court of Baldwin County, Alabama, in this case, in favor of said Annie Mae Johnson, as mother and natural guardian of said minor children, in full and final settlement and satisfaction of any and all claims in any way arising out of or connected with said accident or with the death of said Employee, Willie L. Johnson; that upon the payment of said sum of FIVE THOUSAND and No/100 (\$5,000.00) DOLLARS by said Employer-Defendant, through its insurance carrier, Defendant Liberty Mutual Insurance Company, a Massachusetts corporation, to said plaintiff, Annie Mae Johnson, in satisfaction of the judgment obtained in this case with the approval of the Judge of said Circuit Court of Baldwin County, Alabama, said Employer-Defendant, and its insurance carrier, Defendant Liberty Mutual Insurance Company, a Massachusetts corporation, shall, without further formality, stand forever released and discharged from any and all liabilities arising out of or connected with said accident or in any way connected with the death of said Employee, which may have heretofore existed or may hereafter exist, and from any and all obligations to pay further or additional compensation or benefits or other sums of whatsoever kind or nature.

This settlement contains the entire agreement between the parties hereto

and the said Employer-Defendant, Peoples Fertilizer Co., Inc., a corporation, and its insurance carrier, Defendant Liberty Mutual Insurance Company, a Massachusetts corporation, do not and have not assumed any express or implied obligations of any kind to the plaintiff, Annie Mae Johnson, widow, mother and natural guardian of said minor children, or to anyone else, except the payment of said sum of FIVE THOUSAND and No/100 (\$5,000.00) DOLLARS.

ANNIE MAE JOHNSON, Plaintiff

Annie Mae Johnson

Widow, mother and natural guardian of
Idell Johnson, Gwendolyn Johnson and
Lonzo Johnson, minor children of said
Deceased-Employee, Willie L. Johnson

PEOPLES FERTILIZER CO., INC., a corporation

By James R. Bruce

Attorney for said Employer-Defendant

LIBERTY MUTUAL INSURANCE COMPANY,
a Massachusetts corporation

By James R. Bruce

STATE OF ALABAMA
COUNTY OF BALDWIN

On this, the 20 day of March, 1969, before me, the undersigned Notary Public in and for said county in said state, personally appeared Annie Mae Johnson, who is known to me to be the identical person described hereinabove, and who executed the foregoing instrument as the widow and mother and natural guardian of Idell Johnson, Gwendolyn Johnson and Lonzo Johnson, minor children of said Deceased Employee, Willie L. Johnson, and who acknowledged that the same is true and fully understood by her after having been read by her, and who further acknowledged that she executed the same as her free act and for the uses and purposes therein expressed, and that full and final settlement and satisfaction of all claims on account of or in any way connected with said accident and death referred to therein.

Given under my hand this 20 day of March, 1969.

James R. Bruce, Jr.
Notary Public

FILED

MAR 20 1969

ALICE J. DUCK CLERK
REGISTER

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons PEOPLES FERTILIZER CO., INC., an Alabama corporation, and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts corporation, 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, Alabama, at the place of holding same by ANNIE MAE JOHNSON, as widow, mother and natural guardian of Idell Johnson, Gwendolyn Johnson and Lonzo Johnson, minors.

Witness my hand this the 1 day of November, 1967.

R. J. Duncanson
Clerk

** ** *

COMPLAINT

ANNIE MAE JOHNSON, as widow,	⌘	
mother and natural guardian	⌘	
of Idell Johnson, Gwendolyn	⌘	IN THE CIRCUIT COURT OF
Johnson and Lonzo Johnson,	⌘	
minors,	⌘	BALDWIN COUNTY, ALABAMA
	⌘	
PLAINTIFFS,	⌘	AT LAW
VS:	⌘	CASE NO. <u>7814</u>
PEOPLES FERTILIZER CO., INC.,	⌘	
an Alabama corporation, AND,	⌘	
LIBERTY MUTUAL INSURANCE	⌘	
COMPANY, a Massachusetts	⌘	
corporation,	⌘	
	⌘	
DEFENDANTS.	⌘	

On or about the 8th day of March, 1966, the relationship of employee and employer, or servant and master, existed between WILLIE JOHNSON, decedent, (deceased husband and father of Plaintiffs) and the Defendants and were subject to the compensation laws of the State of Alabama, then in force and effect; and while so employed and engaged, the decedent was killed which death was the approximate result of an accident which arose out of and during the course of his employment as aforesaid. A controversy exists between Plaintiffs and the Defendants as to the amount of compensation due

to Plaintiffs by reason of accidental death of Willie Johnson. Plaintiffs' address is Route 1, Box 163, Foley, Alabama 36535.

At the time of accidental death on, to wit: March 8, 1966, the said Willie Johnson was a laborer in the Defendant's fertilizer plant at Foley, Alabama, at the average weekly wage of \$48.38.

Although the one year statute of limitations (Title 26, Section 296) has run, in a letter dated September 14, 1966, a copy of which is attached as an exhibit, the Defendant's insurance carrier, LIBERTY MUTUAL INSURANCE COMPANY, (home office Boston, Massachusetts, regional office, Suite 310, One Office Park, 273 Azalea Road, Mobile, Alabama 36609, mailing address is P. O. Box 9269, Mobile, Alabama 36609) agree to pay compensation to three of the decedent's minor children, to wit: IDELL JOHNSON, who would be eighteen on February 13, 1967, and thereafter the two remaining dependent children, GWENDOLYN JOHNSON, born August 3, 1953, and LONZO JOHNSON, born November 22, 1954, payable "35% of the average weekly earnings of the deceased for one child and an additional 10% average weekly earnings for each additional child.

"Since Mr. Johnson has four children by his wife while they were living together, three of which are still under 10, the children would be entitled to 55% of Mr. Johnson's average weekly wage until such time that the oldest child reached 18. This would be Idell Johnson who would be 18 on February 13, 1967. In short, the children would be entitled to 55% of Mr. Johnson's average weekly wage of \$48.38 which would be \$26.61 up until February 13, 1967."

"On February 13, 1967, there would be two remaining dependent children and they would be entitled to 55% of Mr. Johnson's average

weekly wage or \$21.77 up until Gwendolyn Johnson reached the age of 18 which would be on August 3, 1971.

"On August 3, 1971, the one remaining dependent under 18 would be Lonzo Johnson. This child would be entitled to 35% of Mr. Johnson's average weekly wage which would amount to \$16.93. He would be entitled to this until he reached the age of 18 which would be on November 27, 1972. At this time compensation would be stopped.

"I have outlined to you, as I see it, but the entitlements are under Workmen's Compensation Act. I do not feel that the other children which Mrs. Johnson has are entitled to Workmen's Compensation since they are children which Mrs. Johnson had after she was separated from her husband."

Your Petitioner prays that this Honorable Court will find and affix compensation due to the said minor children under 18 years of age as is set out and agreed upon by LIBERTY MUTUAL INSURANCE COMPANY, the Defendant's insurance carrier, in a letter dated September 14, 1967, a copy of which is attached as Plaintiff's exhibit, and to order any other and further relief as may be proper under the circumstances.

FOREST A. CHRISTIAN
Attorney At Law
P. O. DRAWER 120
FOLEY, ALABAMA 36535

Annie Mae Johnson
Annie Mae Johnson, as widow, mother and natural guardian of Idell Johnson, Gwendolyn Johnson and Lonzo Johnson, minors.

STATE OF ALABAMA,)
BALDWIN COUNTY.)

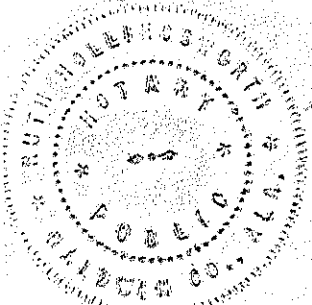
Forest A. Christian
Forest A. Christian, Attorney for Plaintiff

ANNIE MAE JOHNSON, being duly sworn, deposes and says that the facts alleged in the above petition are true and correct according to the best of her information, knowledge and belief.

Annie Mae Johnson
Annie Mae Johnson

Sworn to and subscribed before me on this the 31st day of September, 1967.

Ruth Hollingsworth
Notary Public, Baldwin County, Alabama



RECEIVED

NOV 1 1967

TAYLOR WILKINS
SHERIFF

72

720

Jim Eastman

Liberty Mutual Insurance Co.
Mr. Linder, manager

R. Wilkerson

20

Nov

700

846

Peoples Fertilizer Co., Inc.

Service on Lewis E. Baker

Jim Eastman
Foley, Ala.

SUMMONS AND COMPLAINT

ANNIE MAE JOHNSON, as widow, mother
and natural guardian of Idell
Johnson, Gwendolyn Johnson and
Lonzo Johnson, minors,

PLAINTIFFS,

VS:

Foley

PEOPLES FERTILIZER CO., INC., an
Alabama corporation, and, ^{3X}
LIBERTY MUTUAL INSURANCE COMPANY,
a Massachusetts corporation,

Mr. Linder, mgr

DEFENDANTS.

FILED

NOV 1 1967

CLERK
RECORDS

LAW OFFICE OF
FOREST A. CHRISTIAN

(205) 943-2201

P. O. DRAWER 190

FOLEY, ALABAMA 36535

765

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA 36535

ANNIE MAE JOHNSON, as widow,	)	IN THE CIRCUIT COURT OF
mother and natural guardian of)	
Idell Johnson, Gwendolyn Johnson	)	BALDWIN COUNTY, ALABAMA
and Lonzo Johnson, Minors,)	
	)	LAW SIDE
Plaintiffs,)	
)	
vs.)	
)	
PEOPLES FERTILIZER CO., INC.,)	
an Alabama Corporation, and LIBERTY))	
MUTUAL INSURANCE COMPANY, a)	
Massachusetts Corporation,	)	No. 7814
Defendants.)	

ANSWER OF DEFENDANT

Comes now the Defendants, Peoples Fertilizer Co., Inc., an Alabama Corporation, and Liberty Mutual Insurance Company, a Massachusetts corporation, in the above styled cause and for answer to the plaintiffs' workmen's compensation complaint, as amended, heretofore filed against it, and to each and every paragraph and aspect thereof, separately and severally, files the following answer, separately and severally:

ONE

These Defendants are not guilty of the matters and things complained of therein.

TWO

These Defendants deny each and every one of the material allegations contained therein.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 26 day of Aug, 1968.

[Signature]
Attorney for

INGE, TWITTY, DUFFY & PRINCE

By [Signature]
Sydney R. Prince, III

FILED

AUG 27 1968

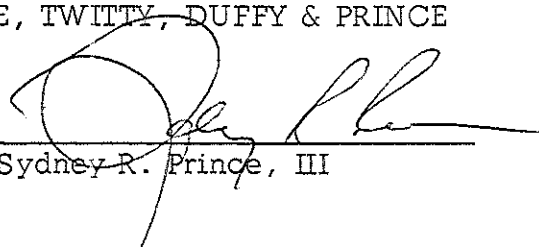
ALICE J. BUCK CLERK
REGISTER

ANNIE MAE JOHNSON, as widow,	)	IN THE CIRCUIT COURT OF
mother and natural guardian)	
of Idell Johnson, Gwendolyn	)	BALDWIN COUNTY, ALABAMA
Johnson, and Lonzo Johnson,)	
minors,)	
	)	AT LAW
Plaintiffs,)	
vs.)	
PEOPLES FERTILIZER CO., INC.)	
an Alabama corporation and)	
LIBERTY MUTUAL INSURANCE)	
COMPANY, a Massachusetts)	
corporation,)	
Defendants.	)	CASE NO. 7814

DEMURRER

Comes now the Defendants, People Fertilizer Co., Inc.
a corporation and Liberty Mutual Insurance Company, a corporation, in
the above styled cause and refiles its demurrers heretofore filed in this
cause to the Plaintiffs' complaint as last amended on the separate and
several grounds set forth in the Defendants' demurrer to the complaint
heretofore filed herein.

INGE, TWITTY, DUFFY & PRINCE

By 
Sydney R. Prince, III

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing
has been served upon counsel
for the parties to this proceeding, by
mailing the same to each by First Class
United States Mail, properly addressed
and postage prepaid on this 22 day
of Feb, 1968


Attorney for

FILED

FEB 23 1968

ALICE J. DUCK CLERK
REGISTER

INGE, TWITTY, DUFFY & PRINCE
LAWYERS

THOS. E. TWITTY
FRANCIS H. INGE (1902-1959)
RICHARD H. INGE
THOS. E. TWITTY, JR.
JAMES J. DUFFY, JR.
SYDNEY R. PRINCE, III

MERCHANTS NATIONAL BANK BUILDING
MOBILE, ALABAMA
36602

November 30, 1967

MAILING ADDRESS:
P. O. BOX 1109
MOBILE, ALA.
36601

CABLE ADDRESS:
TWINING
TELEPHONE
433-5441


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

Re: Annie Mae Johnson et al vs. Peoples
Fertilizer Co., Inc. et al

Dear Mrs. Duck:

I am enclosing herewith the original and a copy of our demurrer.
Please file the demurrer and return the copy marked filed in the self addressed
envelope for that purpose. Your cooperation is appreciated.

Cordially yours,


Sydney R. Prince, III
For the Firm

SRP, III:bo
Encl.

INGE, TWITTY, DUFFY & PRINCE

LAWYERS

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

36602

February 22, 1968

THOS. E. TWITTY
FRANCIS H. INGE (1902-1959)
RICHARD H. INGE
THOS. E. TWITTY, JR.
JAMES J. DUFFY, JR.
SYDNEY R. PRINCE, III

MAILING ADDRESS:

P. O. BOX 1109
MOBILE, ALA.
36601

CABLE ADDRESS:

TWINING
TELEPHONE
433-5441

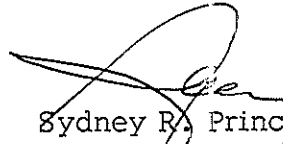
Mrs. Alice J. Duck
Clerk of the Circuit Court of
Bay Minette, Alabama
Bay Minette, Alabama

Re: Annie Mae Johnson et al vs. Peoples
Fertilizer Co., Inc. et al
Case No. 7814

Dear Mrs. Duck:

I am enclosing herewith the original and one copy of
our demurrer. Please file the demurrer and return the copy marked filed
in the self addressed envelope for that purpose. Your cooperation is
appreciated.

Cordially yours,


Sydney R. Prince, III
For the Firm

SRP, III:bo
Encl.

INGE, TWITTY, DUFFY & PRINCE
LAWYERS

FRANCIS H. INGE (1902-1959)
THOS. E. TWITTY
RICHARD H. INGE
THOS. E. TWITTY, JR.
JAMES J. DUFFY, JR.
SYDNEY R. PRINCE, III
JOHN N. LEACH, JR.

MERCHANTS NATIONAL BANK BUILDING
MOBILE, ALABAMA
36602

MAILING ADDRESS:
P. O. BOX 1109
MOBILE, ALA.
36601

CABLE ADDRESS:
TWINING
TELEPHONE
433-5441

October 7, 1968

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

Re: Annie Mae Johnson, etc., vs.
Peoples Fertilizer Co., Inc., et al
Case No. 7814

Dear Mrs. Duck:

I am enclosing the answers to interrogatories to be filed in the matter referenced above. My certificate shows that I have mailed a copy to Mr. Connor Owens who represents the plaintiff.

Cordially yours,


Sydney R. Prince, III
For the Firm

SRP, III:tt
Enclosure

ANNIE MAE JOHNSON, as widow,)
mother and natural guardian of Idell
Johnson, Gwendolyn Johnson and)
Lonzo Johnson, Minors,

Plaintiffs,

VS.

PEOPLES FERTILIZER CO., INC., an
Alabama corporation, and LIBERTY)
MUTUAL INSURANCE COMPANY, a
Massachusetts corporation,)

Defendants.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE

CASE NO. 7814

ANSWERS TO INTERROGATORIES

Comes now the defendant in the above captioned cause and,
in answer to the interrogatories heretofore propounded to it in said cause by
the plaintiff, says as follows:

1. Yes.
2. Claims adjuster.
3. Handles claims.
4. He was called upon to investigate said claim.
5. Yes.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing
pleading has been served upon counsel
for all parties to this proceeding, by
mailing the same to each by First Class
United States Mail, properly addressed
and postage prepaid on this _____ day
of _____, 19_____.

LIBERTY MUTUAL INSURANCE COMPANY

By Thomas G. Linder
Resident Claims Manager

Attorney for

STATE OF ALABAMA
COUNTY OF MOBILE

Personally appeared before me, the undersigned authority in and
for said county in said state, Thomas G. Linder, who is known to me and who,
after having been first duly sworn, on oath, stated that he is the Resident
Claims Manager of Liberty Mutual Insurance Company, that he has read the
above and foregoing answers to interrogatories previously propounded to
Liberty Mutual Insurance Company by the plaintiff in this lawsuit, and that
the answers are true and correct to the best of his knowledge and belief.

FILED

OCT 4 1968

ALICE J. DUCK CLERK
REGISTER

Thomas G. Linder
Notary Public, Mobile County, Alabama

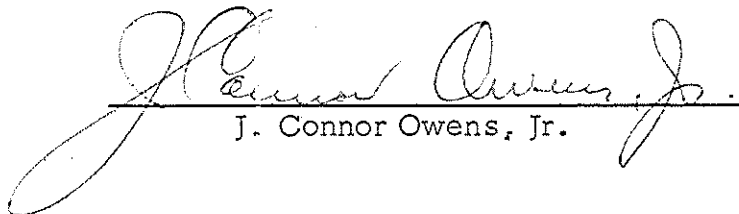
ANNIE MAE JOHNSON, as widow,	)	IN THE CIRCUIT COURT OF
mother and natural guardian of Idell	)	BALDWIN COUNTY, ALABAMA
Johnson, Gwendolyn Johnson and)	
Lonzo Johnson, Minors,	)	AT LAW
)	
Plaintiffs,)	
)	
VS.)	
)	
PEOPLES FERTILIZER CO., INC., an)	
Alabama corporation, and LIBERTY)	
MUTUAL INSURANCE COMPANY, a)	
Massachusetts corporation,)	
)	
Defendants.	)	CASE NO. 7814

WAIVER OF FEE

Come now Forrest A. Christian and J. Connor Owens, Jr., attorneys for the plaintiff in the above styled cause, and specifically waive claim to any and all fees to which they may be entitled in the matter referenced above .

Dated this 10 day of March, 1969.


Forrest A. Christian


J. Connor Owens, Jr.

FILED

MAR 22 1969

ALICE J. DUCK CLERK
COURT

ANNIE MAE JOHNSON, as widow,)	
mother and natural guardian)	
of Idell Johnson, Gwendolyn	)	IN THE CIRCUIT COURT OF
Johnson and Lonzo Johnson,)	
Minors,	)	BALDWIN COUNTY, ALABAMA
Plaintiffs,)	
vs.	)	LAW SIDE. NO. 7814.
PEOPLES FERTILIZER CO., INC.,)	
an Alabama Corporation, and)	
LIBERTY MUTUAL INSURANCE)	
COMPANY, a Massachusetts)	
Corporation,)	
Defendants.)	

INTERROGATORIES PROPOUNDED TO DEFENDANT, LIBERTY
MUTUAL INSURANCE COMPANY, a Massachusetts Corporation:

Now come the Plaintiffs in the above styled cause and desiring the testimony of the Defendant Liberty Mutual Insurance Company, a Massachusetts Corporation, propounds the following Interrogatories to be answered separately and severally in the manner and form provided by law, viz:

1. State whether or not Frank S. Mitchell was an employee of Liberty Mutual Insurance Company from March 8, 1966; to the present time.
2. If the answer to the foregoing interrogatory numbered 1 is in the affirmative, please state the position that he held with the company.
3. Please describe the nature of his duties during the aforementioned period.
4. Please state whether or not pursuant to such duties, he was called upon to investigate and settle a claim regarding Willie Johnson, Foley, Alabama, who was on March 8, 1966, an employee of Peoples Fertilizer Corporation.
5. Please state whether or not the said Frank S. Mitchell executed in behalf of Liberty Mutual Insurance Company, a letter dated September 14, 1966, a copy of which is attached hereto and labeled Exhibit "A".

FOREST A. CHRISTIAN
-and-
OWENS AND PATTON

By: 
Attorneys for Plaintiffs

STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before me the undersigned authority within and for said State and County, J. Connor Owens, Jr., who is known to me and who, being by me first duly sworn, deposes and says that he is one of the attorneys for the plaintiffs in the foregoing cause and that the answers to the foregoing Interrogatories, if well and truly made, will be material evidence for the plaintiffs in this cause.

J. Connor Owens, Jr.

Sworn to and subscribed before
me this 3rd day of September, 1968.

Alice L. Miller

Notary Public, Baldwin County, Alabama.

The foregoing Interrogatories may be served on Mr. Sidney R. Prince, III, of the firm of Inge, Twitty, Duffy & Prince, Merchants National Bank Building, Mobile, Alabama, the attorneys for the Defendant, Liberty Mutual Insurance Company.

FILED

SEP 4 1968

ALICE J. DUCK CLERK
REGISTER

EXHIBIT "A"

LIBERTY
MUTUAL



Suite 310, One Office Park, 273 Azalea Road, Mobile, Alabama 36609 • Tel. 344-2540

September 14, 1966

Mr. Forest A. Christian
Attorney At Law
P.O. Drawer 190
Foley, Alabama

Re: Willie Johnson - People's Fertilizer Company C584-20300 R

Dear Mr. Christian:

In reference to our phone conversation of September 12, 1966, I am writing you this letter to give you our position on this case.

Mrs. Johnson had four children by her late husband, Willie Johnson, before they were separated. The four children and their birthdays are listed below:

1. Adell Johnson, born 8/14/47
2. Idell Johnson, born 2/13/49
3. Gwendolyn Johnson, born 8/3/63
4. Lonzo Johnson, born 11/22/54

As you can see Adell Johnson has already reached her 18th birthday and is not eligible as a dependent under the Compensation Act.

Under Section 280 of the Alabama Workmen's Compensation Act in the second paragraph it is brought that if a wife was voluntarily living apart from her husband at the time of his injury or death or if the husband was not in any way contributing to her support and had not in any way contributed to her support for more than 12 months next preceding the occurrence of the injury causing his death the wife cannot conclusively be presumed to be dependent. As you probably know Mrs. Johnson was voluntarily living apart from her husband and Mrs. Johnson has probably told you as she has told me that Mr. Johnson had not contributed to her support for more than 12 months before Mr. Johnson's death.

Under Section 283 of the Alabama Workmen's Compensation Act, Title A paragraph 6 it is stated that if a deceased employee leaves a dependent child or dependent children and no dependent widow the child is entitled to receive 35% of the average weekly earnings of the deceased and if more than one child an additional 10% of such average weekly earnings for each additional child not to exceed 65%.

" Since Mr. Johnson had four children by his wife while they were living together, three of which are still under 18, the children would be entitled to 55% of Mr. Johnson's average weekly wage until such time that the oldest child reached 18. This would be Idell Johnson who would be 18 on February 13, 1967. In short, the children would be entitled to 55% of Mr. Johnson's average weekly wage of \$48.38 which would be \$26.61 up until February 13, 1967.

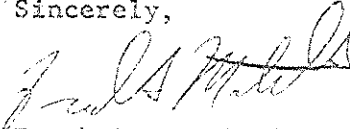
" On February 13, 1967, there would be two remaining dependent children and they would be entitled to 55% of Mr. Johnson's average weekly wage or \$21.77 up until Gwendolyn Johnson reached the age of 18 which would be on August 3, 1971.

" On August 3, 1971, The one remaining dependent under 18 would be Lonzo Johnson. This child would be entitled to 35% of Mr. Johnson's average weekly wage which would amount to \$16.93. He would be entitled to this until he reached the age of 18 which would be on November 27, 1972. At this time compensation would be stopped.

" I have outlined to you, as I see it, but the entitlements are under Workmen's Compensation Act. I do not feel that the other children which Mrs. Johnson has are entitled to Workmen's Compensation since they are children which Mrs. Johnson had after she was separated from her husband.

Thank you very much.

Sincerely,



Frank S. Mitchell
Claims Adjuster

FSM/do

Warr 7814 4973

RECEIVED

SEP 4 1968

PAULINE WILSON
CLERK

Annie Mae Johnson
as widow, etc.

vs. ⁹¹¹

Peoples Fertilizer Co.
et al

Received 86 Day of Sept 1968
and on 9 Day of Sept 1968

I served a Copy of this writ in substance
on Sidney R. Prince, III, Clerk

by service on _____

RAY D. BRIDGES, S.

Ray D. Bridges D. S.

FILED

SEP 4 1968

ALICE J. DUCK CLERK
REGISTER

Serve as Noted on Page 2

ANNIE MAE JOHNSON, as widow,	)	IN THE CIRCUIT COURT OF
mother and natural guardian of Idell	)	BALDWIN COUNTY, ALABAMA
Johnson, Gwendolyn Johnson and)	
Lonzo Johnson, Minors,	)	AT LAW
Plaintiffs,)	
VS.)	
PEOPLES FERTILIZER CO., INC., an)	
Alabama corporation, and LIBERTY)	
MUTUAL INSURANCE COMPANY, a)	
Massachusetts corporation,)	
Defendant.	)	CASE NO. 7814

ORDER

This cause coming on to be heard on the joint petition of the above named Plaintiff, Annie Mae Johnson, as widow, mother and natural guardian of Idell Johnson, Gwendolyn Johnson and Lonzo Johnson, minor children of said Annie Mae Johnson by her marriage to said deceased Employee, Willie L. Johnson, Employer-Defendant, Peoples Fertilizer Co., Inc., a corporation, and Defendant Liberty Mutual Insurance Company, a Massachusetts corporation, for approval of settlement among said parties upon the terms set forth in said petition, and the Court being fully advised in the premises, and it appearing that the allegations of said petition are true, and the Court having made inquiry into the bona fides of the said plaintiff's claim and the liability of the Defendants and being of the opinion that the agreement reached in said petition represents a fair adjustment of the said claim described therein, the Court does hereby find and determine that it is in the best interests of said minor children, Idell Johnson, Gwendolyn Johnson and Lonzo Johnson, that it enter a judgment against said Defendant-Employer, Peoples Fertilizer Co., Inc., and its said insurance carrier, Defendant Liberty Mutual Insurance Company, in the sum of FIVE THOUSAND and No/100 (\$5,000.00) DOLLARS in favor of said Annie Mae Johnson, as mother and natural guardian of Idell Johnson, Gwendolyn Johnson and Lonzo Johnson, minor children of said Annie Mae Johnson by her marriage to said deceased Employee, Willie L. Johnson.

NOW, THEREFORE, it is ORDERED, ADJUDGED and DECREED by the Court

that said Annie Mae Johnson as mother and natural guardian of Idell Johnson, Gwendolyn Johnson and Lonzo Johnson, have judgment against the defendants in the sum of FIVE THOUSAND and No/100 (\$5,000.00) DOLLARS.

It is further ORDERED, ADJUDGED and DECREED that the plaintiff's attorneys, Forrest A. Christian and J. Connor Owens, Jr., having filed a written waiver of all legal fees in this cause, shall receive no fee out of said judgment.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause be and the same are hereby taxed against the defendants for which let execution issue.

MADE and ENTERED this 20th day of March, 1969.

J. J. Maslowski
JUDGE

FILED

MAR 20 1969

ALICE J. DUCK CLERK
REGISTER