

GENERAL POWER OF ATTORNEY

No. 78582

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

John W. Overton, Joseph M. Walker, Billy J. Hendon, George J. Germanos and Ronald A. Forester

of the City of Montgomery, State of Alabama
its true and lawful attorney ~~S. [illegible]~~

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~the said~~ anyone of the said John W. Overton and the said Joseph M. Walker and the said Billy J. Hendon and the said George J. Germanos and the said Ronald A. Forester

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of August, A. D. 1967

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By John Hamilton

Vice-President.

(SEAL)

(Signed)

Richard D. Reinhardt

Assistant Secretary.

STATE OF MARYLAND,
BALTIMORE CITY,

ss:

On this 9th day of August, A. D. 1967, before me personally came
John Hamilton

, Vice-President of the UNITED STATES FIDELITY AND GUARANTY

COMPANY and Richard D. Reinhardt

, Assistant Secretary of said Company, with both of

whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland;

that they, the said John Hamilton and Richard D. Reinhardt were respectively

the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the

seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1969...

(SEAL)

(Signed)

Herbert J. Aull

Notary Public.

STATE OF MARYLAND
BALTIMORE CITY,

Sct.

I, James F. Carney

, Clerk of the Superior Court of Baltimore City, which Court is a

Court of Record, and has a seal, do hereby certify that

Herbert J. Aull

, Esquire, before

whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the

State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take

acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said

Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of August, A. D. 1967

(SEAL)

(Signed)

James F. Carney

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **R. H. Bland, Jr.**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **John W. Overton, Joseph M. Walker, Billy J. Hendon, George J. Germanos and Ronald A. Forester**

of **Montgomery, Alabama**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on **12/9/08** (Date)

R. H. Bland Jr.
Assistant Secretary.

STATE OF ALABAMA)
) IN THE CIRCUIT COURT IN EQUITY . .
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon SEWELL DEVORE, d/b/a DEVORE
BROKERAGE COMPANY; DEVORE BROKERAGE COMPANY, a partnership; and
DEVORE BROKERAGE COMPANY, a corporation, to appear within thirty
(30) days from the service of this writ in the Circuit Court to
be held for said County at the place of holding same, then and
thereto answer the Complaint of MARY DAVIS.

Witness my hand this the 31st day of December, 1968.

Elise D. Duck
Register

* * * * *

MARY DAVIS,)	
)	
Plaintiff,)	
	)	IN THE CIRCUIT COURT OF
-vs-	)	BALDWIN COUNTY, ALABAMA
)	
SEWELL DEVORE, d/b/a DEVORE)	
BROKERAGE COMPANY; DEVORE	)	AT LAW
BROKERAGE COMPANY, a partner-)	
ship, and DEVORE BROKERAGE	)	CASE NO. <u>8487</u>
COMPANY, a corporation,)	
)	
Defendant.)	

Plaintiff claims of the Defendant benefits under the Workmen's
Compensation Laws of Alabama due and owing under the following
statement of facts: On, to-wit, the 19th day of January, 1968,
the relation of employer and employee, or master and servant,
existed between the Defendant and Sammy Davis, and the Defendant,
Devore Brokerage Company, and Sammy Davis were subject to the
Workmen's Compensation Laws of the State of Alabama, and while so
employed and engaged in the business of the Defendant, and while
acting within the line and scope of the employment with this
company, Sammy Davis suffered an accident which arose out of and
in the course of said employment. As the approximate result of
said accident, Sammy Davis was killed. A controversy has arisen
as to the benefits to be paid under the Workmen's Compensation
Laws of Alabama.

Plaintiff is over the age of twenty-one years and is a bona
fide resident citizen of Baldwin County, Alabama, residing at
Route 1, Foley, Alabama, and the Defendant operates a business in

Loxley, Baldwin County, Alabama.

At the time of said accident on, to-wit, the 19th day of January, 1968, Sammy Davis, as an employee of the Defendant, acting in the line and scope of his employment, was operating a motor vehicle on U. S. Highway 19 approximately three miles from Monticello, Jefferson County, Florida, at, to-wit, 2:00 A.M., and while so employed in the line and scope of his employment at the said place and time, he was involved in a vehicle accident, and as an approximate result of said accident, Sammy Davis was killed.

Plaintiff avers that the Defendant had actual knowledge of the said accident as required by law. Plaintiff alleges that at the time of the injury, Sammy Davis was receiving as wages not less than One Hundred Fifty Dollars (\$150.00) per week and that the last payment to him was made on or about the 19th day of January, 1968, and that neither Sammy Davis nor his totally dependant wife has received any compensation or payment of any kind from the Defendant since that date, and that the expenses for the burial of Sammy Davis have not been paid by the Defendant.

Plaintiff further alleges that on the 19th day of January, 1968, she was the wife of Sammy Davis and was wholly supported by the said Sammy Davis at the time of his death and for a reasonable period of time immediately prior thereto, and that she has not remarried since the death of Sammy Davis. Plaintiff further alleges that there were no children born of her marriage with Sammy Davis and that Sammy Davis had no other children who were dependant upon him.

Wherefore, Plaintiff claims of the Defendant Eighteen Thousand Dollars (\$18,000.00), such benefits as she is entitled to receive under the Workmen's Compensation Laws of Alabama. She prays that notice may be given the Defendant and that hearing may be had, all in accordance with the laws and rules of this Honorable Court.

Mary L. Davis

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Janice L. Childress, a Notary Public in and for

C. G. C.

said County in said State, personally appeared MARY DAVIS, who is known to me, and who, being by me first duly and legally sworn, deposes and says, on oath, as follows: That she has read the above Complaint and that the matters, allegations, and facts contained therein are true and correct.

Mary L. Davis

Sworn to and subscribed before
me on this 31st day of Dec.,
1968.

Janice L. Childress
Notary Public, Baldwin County
State of Alabama

JANICE L. CHILDRESS, Notary Public
Baldwin County, Alabama
My Commission Expires 7/14/69

FILED

DEC 31 1968

ALICE J. DUCK CLERK
REGISTER

Defendant may be served:
Sewell Beare
To Beare Brokerage Co.
Birmingham, Alabama

8487

Mary Davis
Plt

vs.

Shewell Devore,
Hba. Devore Brokerage
Co. et al.

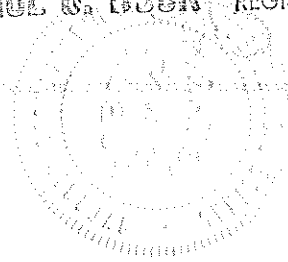
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ORIGINAL

FILED

DEC 31 1968

ALICE J. BUCK CLERK
REGISTER



C. G. Chason, Atty

Received 2 day of Jan 1969
and on 3 day of Jan 1969

I served a copy of the within JK
on Shewell Devore

By service on Shewell Devore

TAYLOR WILKINS, Sheriff
By W. C. Garner D. S.

Saxby

Sheriff claims 40 miles at

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY W. O. Kinn
DEPUTY SHERIFF

CECIL G. CHASON

Attorney at Law

CHARLES H. SIMS III
ASSOCIATE

August 4, 1969

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205/943-3171

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

RE: Mary Davis vs. Sewell
Devore, et al., Case No. 8487

Dear Mrs. Duck:

I am enclosing the original and two copies of a Motion and Order setting a date for a hearing on the above style cause. Please have Judge Mashburn set the hearing at a date and time in accordance with his convenience and mail a copy of the Motion and Order to the Honorable Sidney R. Prince, c/o Inge, Twitty, Duffy & Prince Attorneys, Merchants National Bank Building, Mobile, Alabama, and the other copy should be returned to me.

Yours very truly,


C. G. Chason

CGC:ec
encs:

copy mailed to Mr Prince

*make copy for C. G. Chason
1. Enter on D.S.
3 to Sher*

MARY DAVIS,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
)	
vs.	)	AT LAW
)	
SEWELL DEVORE, d/b/a DEVORE)	
BROKERAGE COMPANY; DEVORE)	
BROKERAGE COMPANY, a partner-)	
ship, and DEVORE BROKERAGE)	
COMPANY, a corporation,)	
)	
Defendant.	)	CASE NO. 8487

ORDER APPROVING SETTLEMENT AND PETITION

This cause coming on to be heard on joint petition of the above named Plaintiff, MARY DAVIS, common law widow and sole dependent of SAMMY DAVIS, deceased Employee, and Employer-Defendant DEVORE BROKERAGE COMPANY, INC., a corporation, for approval of the settlement of the claim of said Plaintiff referred to in said petition upon the terms stated therein, 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 said Plaintiff's claim and the liability of said Employer-Defendant in the premises and the Court being of the opinion that the agreement of settlement in said petition represents a fair adjustment and compromise of said Plaintiff's claim described therein, the Court does hereby find and determine that it is for the best interest of said Plaintiff that she accept said sum of THIRTEEN THOUSAND FIVE HUNDRED and No/100 (\$13,500.00) DOLLARS from said Employer-Defendant and its insurance carrier as a full and complete compromise settlement in satisfaction of all claims which might otherwise be asserted on account of the matters referred to in said petition.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED by the Court that said petition, settlement and release be and the same are hereby approved, and the parties hereto are in all respects ordered to conform thereto, and when said payment provided for in said petition shall have been

made, said Employer-Defendant and its insurance carrier shall, without further formality be completely and forever released and discharged from any and all claims and liabilities in any way connected with the matters referred to in said petition, whether arising out of the Workman's Compensation Act of the State of Alabama, as amended, or otherwise.

It is further ORDERED, ADJUDGED and DECREED that Cecil G. Chason, the Plaintiff's attorney, is hereby awarded a fee of ONE THOUSAND NINE HUNDRED EIGHTY and No/100 (\$1,980.00) DOLLARS for services rendered in the premises to the Plaintiff, and the Plaintiff is hereby ordered to pay the same to him out of the proceeds of said payment of THIRTEEN THOUSAND FIVE HUNDRED and No/100 (\$13,500.00) DOLLARS to be made to the Plaintiff by the Employer- Defendant as herein ordered.

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

MADE and ENTERED this, the 4th day of March, 1970.

J. J. Mascher
JUDGE

FILED

MAR 4 1970

ALICE J. DUCK CLERK
REGISTER

MARY DAVIS,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
)	
vs.	)	AT LAW
)	
SEWELL DEVORE, d/b/a DEVORE)	
BROKERAGE COMPANY; DEVORE)	
BROKERAGE COMPANY, a partner-)	
ship, and DEVORE BROKERAGE)	
COMPANY, a corporation,)	
)	
Defendant.	)	CASE NO. 8487

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, MARY DAVIS, being over the age of twenty-one years and being the alleged widow of deceased Employee, SAMMY DAVIS, and the undersigned DEVORE BROKERAGE COMPANY, INC., a corporation, Defendant-Employer, 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 said deceased Employee, SAMMY DAVIS, and said Defendant-Employer were at the time of the accident hereinafter referred to and at the time of said Employee's death hereinafter referred to, both subject to the provisions of the Workman's Compensation Laws of the State of Alabama, as amended; that said Plaintiff, MARY DAVIS, and said deceased Employee were allegedly living as common law husband and wife at the time of said accident and at the time of said Employee's death and said Plaintiff was the sole dependent of said deceased Employee at the time of said accident and at the time of said Employee's death, and Plaintiff, not having remarried, is entitled to payment of death compensation under the Alabama Workman's Compensation Laws in accordance with Title 26 of the Code of Alabama of 1940 (Recompiled 1958).

That said deceased Employee was, on, to-wit, the 19th day of January, 1968, employed by said Defendant-Employer and while so employed by said Defendant-Employer as a truck driver, said deceased Employee was in the process of operating a motor vehicle on U. S. Highway 19 approximately three miles from Monticello, Jefferson County, Florida, and while so employed in the line and scope of his employment at the said place and time, he was involved in a vehicle accident, and as a proximate result of said accident, Sammy Davis was killed;

That the average weekly earnings of said SAMMY DAVIS, deceased Employee, at the time of said accident, as aforesaid, amounted to \$120.00 per week;

That \$400.00 in funeral and burial expenses which is the maximum amount for which said Defendant-Employer could be liable under the Workman's Compensation Laws of the State of Alabama, as amended, has been included in the settlement amount set forth hereinafter in this petition;

That said Defendant-Employer, DEVORE BROKERAGE COMPANY, INC., a corporation, and the Plaintiff, MARY DAVIS, sole dependent and alleged common law widow of the said deceased Employee, SAMMY DAVIS, 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 alleged accident, injuries, and death of said deceased Employee, SAMMY DAVIS, because of the question of the validity of the Plaintiff MARY DAVIS' alleged common law marriage to the deceased employee, SAMMY DAVIS, and that said Plaintiff and said Defendant-Employer 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, and without admitting the common law marriage of the Plaintiff, MARY DAVIS, to the said deceased Employee, SAMMY DAVIS, said Defendant-

Employer, through its insurance carrier, will pay all funeral and burial expenses for which said Defendant-Employer or its insurance carrier is liable under the Workman's Compensation Laws of the State of Alabama, as amended, and that subject to the approval of said Court, said Defendant-Employer, DEVORE BROKERAGE COMPANY, INC., a corporation, through its insurance carrier, will pay, and said Plaintiff, MARY DAVIS, will receive and accept in a lump sum THIRTEEN THOUSAND FIVE HUNDRED and No/100 (\$13,500.00) DOLLARS in full and final settlement and satisfaction of any and all claims in any way arising out of or connected with said accident, and any and all claims in any way arising out of or connected with the death of said Employee, SAMMY DAVIS; that upon the payment of said sum of THIRTEEN THOUSAND FIVE HUNDRED and No/100 (\$13,500.00) DOLLARS by said Defendant-Employer, through its insurance carrier, to said Plaintiff MARY DAVIS, after obtaining approval of a Judge of said Court, and Defendant-Employer, and its insurance carrier, shall, without further formality, stand forever released and discharged from any and all claims arising out of or connected with said accident, and any and all claims arising out of 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 any further or addition compensation, death benefit or other sum of whatsoever kind or nature.

This settlement contains the entire agreement between the parties hereto, and the said Employer, DEVORE BROKERAGE COMPANY, INC., a corporation, and its insurance carrier, do not, and have not assumed any express or implied obligations of any kind to the Plaintiff, MARY DAVIS, alleged common law widow and sole dependent of the deceased Employee, SAMMY DAVIS, or to anyone else, except payment of said sum of THIRTEEN THOUSAND FIVE HUNDRED and No/100 (\$13,500.00) DOLLARS.

MARY DAVIS, Plaintiff

Mary L. Davis
Common Law Widow and sole dependent
of deceased Employee, SAMMY DAVIS

DEVORE BROKERAGE COMPANY, INC.

BY: Robert H. Devore
Attorney for said Employer

STATE OF ALABAMA

COUNTY OF BALDWIN

On this, the 4th day of March, 1970, before me, the undersigned Notary Public in and for said County in said State, personally appeared Mary Davis, who is known to me to be the identical person described hereinabove, and who executed the foregoing instrument as common law widow and sole dependent of Sammy Davis, deceased employee, and who acknowledged that the same is true and fully understood by her after having the same, and who further acknowledged that she executed the same as her free act and for the uses and purposes therein expressed, and in full and final settlement and satisfaction of all claims on account of or in any way connected with said accident, injuries and death, referred to therein.

Given under my hand this the 4th day of March, 1970.

Dennis B. Howell
Notary Public

FILED

MAR 4 1970

ALICE J. DUCK CLERK
REGISTER

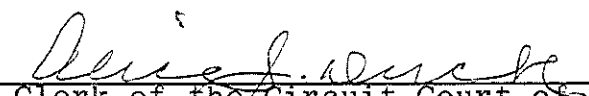
MARY DAVIS,)	
)	
Plaintiff)	
	)	IN THE CIRCUIT COURT OF
-vs-	)	BALDWIN COUNTY, ALABAMA
)	
SEWELL DEVORE, d/b/a DEVORE	)	AT LAW
BROKERAGE COMPANY; DEVORE)	
BROKERAGE COMPANY, a partner-	)	CASE NO. 8487
ship, and DEVORE BROKERAGE)	
COMPANY, a corporation,)	
)	
Defendant.)	

SUBPOENA

TO ANY SHERIFF OF THE STATE OF ALABAMA:

At the instance of the Plaintiff, MARY DAVIS, in the above styled cause, you are hereby commanded to summon SEWELL DEVORE, Loxley, Alabama, to be and appear before the Plaintiff, MARY DAVIS, on the 25th day of August, 1969, at 1:30 P.M., at the office of the Circuit Clerk at the Baldwin County Courthouse in Bay Minette, Alabama, to have the deposition of SEWELL DEVORE taken by said Plaintiff, and you will forthwith make return of this writ as to how you have executed the same.

Witness my hand this the 18 day of August, 1969.


 Clerk of the Circuit Court of
 Baldwin County, Alabama

STATE OF ALABAMA
BALDWIN COUNTY

Executed this the ____ day of _____, 1969, by leaving a copy of this Subpoena with SEWELL DEVORE, the above named witness.

 Sheriff, Baldwin County, Alabama
 By _____
 Deputy Sheriff

MARY DAVIS,

Plaintiff,

-vs-

SEWELL DEVORE, d/b/a DEVORE
BROKERAGE COMPANY; DEVORE
BROKERAGE COMPANY, a partner-
ship, and DEVORE BROKERAGE
COMPANY, a corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8487

MOTION FOR PRODUCTION OF DOCUMENTARY EVIDENCE

Comes now the Plaintiff in the above style cause, acting by and through her Attorney of record and moves the Court to compel by order the Defendant to produce on the 25th day of August, 1969 at 1:30 P. M., the date and time where the deposition of the Defendant will be taken, and at the trial of the above cause to be hereinafter set, the following papers or documents in his possession, custody, control or power, which are necessary and material to the trial of said cause and contain evidence pertinent to the issues of said trial, to-wit:

Any and all records and books pertaining to the employment of Sammy Davis with the Defendant or Devore Brokerage Company, during the period from January 1, 1967 through January 31st, 1968, including but not limited to the records concerning Sammy Davis's payroll and his cargo deliveries as a truck driver such as point of origin, point of destination and gross amount of cargo.

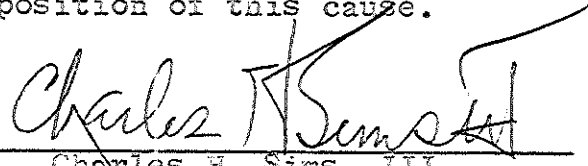

Attorney for Plaintiff

STATE OF ALABAMA

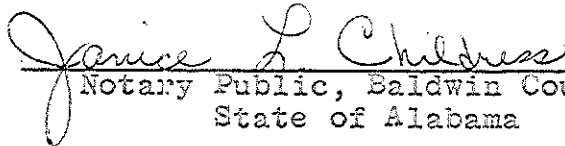
BALDWIN COUNTY

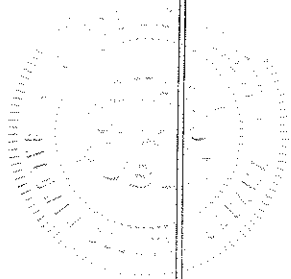
Before me, the undersigned authority, in and for said State and County, personally appeared CHARLES H. SIMS, III, who being by me first duly sworn, on oath deposes and says that he is attorney for the plaintiff in the above styled cause, and as such has knowledge of the facts set out in the foregoing motion; and that the records and books therein described contain evidence

pertinent to the issues in this cause and they are necessary and material to the proper disposition of this cause.


Charles H. Sims, III

Sworn to and subscribed before me this 13TH day of August, 1969.


Notary Public, Baldwin County
State of Alabama



MARY DAVIS,

Plaintiff

-vs-

SEWELL DEVORE, d/b/a DEVORE
BROKERAGE COMPANY; DEVORE
BROKERAGE COMPANY, a partner-
ship, and DEVORE BROKERAGE
COMPANY, a corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8487

ORDER FOR THE PRODUCTION OF DOCUMENTARY EVIDENCE

Came Charles H. Sims, III, as attorney of record for the Plaintiff in the above style cause and filed his Motion in accordance with Title 7, Section 487 of the Code of Alabama 1940, recompiled 1958, praying that the Defendant be required to produce certain records and books pertaining to the employment of Sammy Davis. The Court being of the opinion that the Motion is well taken,

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Defendant shall produce on the 25th day of August, 1969, at 1:30 P. M., the time and date where the Deposition of the Defendant will be taken, and at the trial of this cause to be hereinafter set, any and all records and books pertaining to the employment of Sammy Davis with the Defendant or Devore Brokerage Company, during the period from January 1, 1967 through January 31st, 1968, including but not limited to the records concerning Sammy Davis's payroll and his cargo deliveries as a truck driver such as point of origin, point of destination and gross amount of cargo,

IT IS FURTHER ORDERED, ADJUDGED and DECREED that a copy of the Plaintiff's Motion and this Order be served upon the Defendant.

DONE this 18TH day of August, 1969.

Telfair J. Mashburn
Telfair J. Mashburn, Judge
28th Judicial Circuit
SPECIAL JUDGE

FILED

AUG 18 1969

ALICE J. DUCK CLERK
REGISTER

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E.C.C.
8-21-69

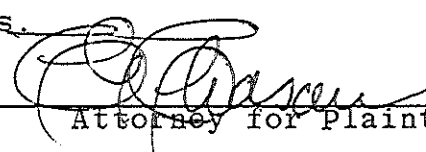
MARY DAVIS,)	
)	
Plaintiff,)	
)	IN THE CIRCUIT COURT OF
-vs-)	
)	BALDWIN COUNTY, ALABAMA
SEWELL DEVORE, d/b/a DEVORE)	
BROKERAGE COMPANY; DEVORE	)	AT LAW
BROKERAGE COMPANY, a partner-)	
ship, and DEVORE BROKERAGE)	
COMPANY, a corporation,	)	CASE NO. 8487
)	
Defendant.)	

NOTICE TO TAKE DEPOSITION ON ORAL EXAMINATION

TO: Sidney R. Prince, attorney of record for the Defendant in the above styled cause.

Please take notice that the Plaintiff, MARY DAVIS, will take the deposition of the Defendant, SEWELL DEVORE, upon oral examination, for the purpose of discovery, or for use as evidence in this cause, or for both purposes, in accordance with the provisions of Act No. 375 of the 1955 Legislature of Alabama (Title 7, Section 474(1) et seq. of the 1940 Code, as amended).


Said deposition will be taken at Baldwin County Courthouse on the 25th day of August, 1969, at 1:30 P.M., before a Notary Public or before some other person authorized by law to administer oaths, and to take depositions.


Attorney for Plaintiff

TO THE CLERK OF THE CIRCUIT COURT:

Please issue subpoena to SEWELL DEVORE, Loxley, Alabama, the above named person whose deposition will be taken, summoning said person to be and appear at the time and place appearing above, then and there to give testimony upon oral examination as provided by law.

This the 14th day of August, 1969.


Attorney for Plaintiff

I hereby certify that I have mailed a copy of the above notice to the Honorable Sidney A. Prince, attorney of record for the Defendant by placing the same properly addressed, postage prepaid in the U. S. Post Office in Foley, Alabama, on this 14th day of August, 1969.

FILED

AUG 15 1969

LICE J. DUCK

CLERK
REGISTER

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. 8487

MOTION TO SET DATE FOR HEARING

Comes now Mary Davis, Plaintiff in the above style cause, acting by and through Cecil G. Chason, her attorney of record, and respectfully shows unto this Honorable Court that service of the Complaint on the Defendant in the above style cause has been duly perfected; that the Defendant has filed his plea and joined issue in this cause and that Title 26, Section 304 of the Code of Alabama, 1940, recompiled 1958, provides that all causes filed under the Workmen's Compensation Laws of the State of Alabama shall be preferred causes and shall be set down and tried as expeditiously as possible.

THE PREMISES CONSIDERED, the Plaintiff prays that the above style cause be set down for hearing as soon as possible.

~~Attorney for Plaintiff~~

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned Notary Public, in and for said County and State, personally appeared C. G. Chason, attorney of record for Mary Davis, who is known to me and who being by me first duly and legally sworn deposes and says that he has read the above Motion and that the matters, allegations and facts contained therein are true and correct.

Sworn to and subscribed before me on this the 5th day of August, 1969.

Notary Public, Baldwin County
State of Alabama

VOL 63 PAGE 113

C. G. C.

ALICE J. DOCK

CLERK
REGISTER

MARY DAVIS,

Plaintiff,

-VS-

SEWELL DEVORE, d/b/a DEVORE
BROKERAGE COMPANY, DEVORE
BROKERAGE COMPANY, a partner-
ship, and DEVORE BROKERAGE
COMPANY, a corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8487

ORDER SETTING DATE FOR HEARING

Came Cecil G. Chason, attorney of record for the Plaintiff in the above style cause and showed unto this Honorable Court that the above style cause is at issue and that under the Workmen's Compensation Laws of the State of Alabama, the above style cause is a preferred cause and should be set down and tried as expeditiously as possible.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the above style cause be set down for hearing at 10:00 o'clock A M., on the 26th day of August, 1969.

DONE this 8th day of August, 1969.

Telfair J. Mashburn
Telfair J. Mashburn, Judge
28th Judicial Circuit

FILED

AUG 8 1969

ALICE J. DICK
CLERK
REGISTER

11)

8487

Mary Davis

VS.

Sevill Devore

FILED

AUG 8 1969

ALICE J. BOON CLERK
REGISTER

C. H. Chason


MARY DAVIS,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
VS.	)	AT LAW
SEWELL DEVORE, d/b/a DEVORE)	
BROKERAGE COMPANY; DEVORE)	
BROKERAGE COMPANY, a partner-)	
ship, and DEVORE BROKERAGE)	
COMPANY, a corporation,)	
Defendant.	)	CASE NO. 8487

ANSWER

Come now the defendants in the above styled cause and for answer to the plaintiff's workmen's compensation complaint heretofore filed against them and to each and every paragraph and aspect thereof, separately and severally, files the following answer, separately and severally:

1. The defendants are not guilty of the matters and things complained of therein.
2. The defendants deny each and every one of the material allegations contained therein.

INGE, TWITTY, DUFFY & PRINCE

By 
Sydney R. Prince, III

FILED

JAN 16 1969

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

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

Now comes MARY DAVIS and shows unto your Honor that SAMMY DAVIS was an employee as defined by the Workmen's Compensation Laws of Alabama; that his employer was DEVORE BROKERAGE COMPANY; that he suffered an injury while acting in the line and scope of his employment and as an approximate result of his injury he died; that she as the totally dependant wife of Sammy Davis has been unable to reach settlement with his employer and that she prays for permission to secure the services of an attorney to represent her in said matter. She requests permission to secure the services of Cecil G. Chason, an attorney at law at Foley, Alabama.

Mary L. Davis

The foregoing having been submitted and the Court being of the opinion that said permission should be granted, the said MARY DAVIS is hereby permitted and authorized to employ Cecil G. Chason, an attorney at law, to represent her in a claim for the death of her husband, Sammy Davis, on whom she was totally dependant, arising out of an accident sustained in the line and course of his employment while employed by DEVORE BROKERAGE COMPANY.

Telfair J. Mashburn
Circuit Judge

DONE this the 2nd day of January, 1969.

INGE, TWITTY, DUFFY & PRINCE

LAWYERS

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

36602

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.

MAILING ADDRESS:

P. O. BOX 1109
MOBILE, ALA.
36601

CABLE ADDRESS:

TWINING
TELEPHONE
433-5441

January 14, 1969

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

Re: Mary Davis vs. Sewell Devore, d/b/a
Devore Brokerage Company, et al
Case No. 8487

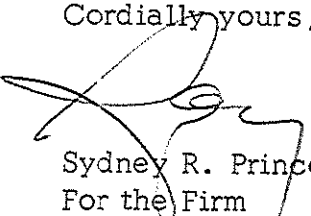
Dear Mrs. Duck:

I am enclosing the original and two copies of the answer which I have prepared on behalf of the defendants in the workmen's compensation case referenced above.

Please have a copy marked filed and return it to me in the enclosed envelope.

I would also appreciate it if you would tell us what lawyer represents the plaintiff in this case.

Cordially yours,



Sydney R. Prince, III
For the Firm

SRP, III:tt
Enclosures

CECIL G. CHASON

Attorney at Law

CHARLES H. SIMS III
ASSOCIATE

August 13, 1969

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205/943-3171

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

RE: Mary Davis, vs. Sewell Devore,
et al. Case #8487

Dear Mrs. Duck:

I am enclosing the necessary papers to take Deposition of Sewell Devore and also the necessary papers requiring the Production of certain records by Mr. Devore at the Deposition hearing and the trial. Please file the Note to take Deposition on Oral Examination, and you will note that I have mailed a copy of said notice to Mr. Prince. I have attached the subpoena to be served on Mr. Devore regarding the Deposition to the Motion for Production of Documentary Evidence and the Order for the Production of Documentary Evidence. This Motion and Order for Production are in accordance with Title 7, Section 487 of the Code of Alabama 1940, recompiled 1958, and the Order should be signed by Judge Mashburn. Upon obtaining Judge Mashburn's signature, please have the sheriff immediately serve the subpoena, Motion and Order on Sewell Devore. Thanking you for your cooperation in this matter, I remain,

Yours very truly,



Charles H. Sims, III

CES, III:ec
encs:

Mrs Duck -

Non-Jury & Jimmy Davis vs DeVore Brokerage
8487

PLEASE SET - FEB. 5th 1970 (THURS.)

~~THANKS~~

Sydney R. Prince IV

8487

1188

CECIL G. CHASON

Attorney at Law

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205 / 943-3171

May 5, 1969

Honorable Telfair J. Mashburn
Circuit Judge
Bay Minette, Alabama 36507

Re: Davis vs. DeVore, Case # 8487

Dear Judge Mashburn:

The case of Davis vs. Devore has been set for trial May 15, 1969. I have discussed this matter with Mr. Prince and it will be necessary that one or both of us take testimony before trial. I do not feel we would have an opportunity to do so by the 15th.

Therefore, we jointly request a continuance. If we do not reach a settlement in the case, we will take testimony in the near future and set it down for hearing.

Yours very truly,



C. G. Chason

CGC:jc

cc: Mr. Sidney R. Prince
Inge, Twitty, Duffy & Prince
Attorneys at Law
Merchants National Bank Building
Mobile, Alabama

Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Alabama 36507