

682

AMENDED COMPLAINT

O. E. SUMMERLIN,

Plaintiff.

vs.

A. A. CORTE & SONS, a  
Co-Partnership, and ATELLIA  
CORTE, E. D. CORTE, J. ARTHUR  
CORTE and JULIO CORTE,  
Individually.

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

The Plaintiff claims of the Defendants as a Co-Partnership and individually under the Compensation Law of Alabama, due and owing to the Plaintiff under the following statement of facts, to-wit:

On or about the 26th day of July, 1940, the relation of employer and employee, or master and servant, existing between the Defendants and the Plaintiff, and Plaintiff and Defendants were subject to the said Compensation Act of Alabama, then in force and effect, did, while so employed and engaged, the Plaintiff suffered permanent injury and damage which was approximately a result of an accident which arose out of and during the course of his employment by the Defendants as aforesaid and a controversy has arisen between himself and the Defendants as to the amount of compensation due to Plaintiff by reason of said injury and damage.

Plaintiff's address is Loxley, Alabama, and the Defendants' address is also Loxley, Alabama, so as Plaintiff is informed.

At the time of the accident, to-wit: July 26th, 1940, the Plaintiff was a day laborer on the Defendants' Packing and Shipping Shed in Loxley, Alabama, at a wage of Twenty Cents (20¢) per hour and on this wage had worked from Monday morning until Thursday night and was entitled to the amount of Twelve Dollars (\$12.00) at the time of the accident and if had continued to work the balance of the week would have received Eighteen (\$18.00) Dollars per week. Previous to his employment by the Defendants, he had been employed by Loxley Produce Company of Loxley, Alabama, and had received an average wage each week never under Eighteen Dollars (\$18.00) and with a maximum of Twenty (\$20.00) Dollars per week. At the time of injury, Plaintiff was engaged in working on the Defendants' Platform and was working beside the Defendants' potato grader removing the trash that went into the potato washing machine and was working beside the potato grader and washing machine which used a large conveyor belt and a chain which turned the conveyor belt. Plaintiff was working beside this conveyor belt removing trash from the washing machine into which the conveyor belt traveled when the said conveyor belt broke, thereby causing the motor to race or travel at a higher rate of speed thereby breaking the small chain which transferred the power to the electric motor to the belt conveyor and caused the chain to wrap around the motor sprocket, thereby swaying in a circle with tremendous force and speed striking the Plaintiff in the stomach and chest, knocking Plaintiff backward into a large post and knocking him completely unconscious and Plaintiff then and there sustained the following injuries, to-wit: This lick across the stomach and chest caused pneumonia to develop two days later and during the illness of pneumonia, he had a heart attack and has never recovered from the heart ailment. He also

had a nervous breakdown due to said injuries and a permanent injury to the heart. The Defendants by and through their Superintendent or General Manager of the shed had immediate notice of and actually became aware of Plaintiff's said injury and claim, and paid Plaintiff the sum of Seven Dollars and Eighty Five Cents (\$7.85) per week until July 11th, 1941 for compensation and have refused and declined to pay anything further, and Plaintiff avers that he is entitled to Compensation at the rate of Twelve Dollars and Thirty Five Cents (\$12.35) per week payable upon his weekly average earning of Eighteen Dollars (\$18.00) to Twenty Dollars (\$20.00) per week, and the fact that he has a wife and five minor children dependant upon him as provided for under the Compensation Laws of Alabama.

The Plaintiff avers that he has sustained certain doctor bills and medical bills arrived out of this accident and further, that he has employed an Attorney to assist him in the collection of this claim after the refusal of payment by the Defendants which expense should be paid by Defendants as provided for under the Compensation laws of Alabama. The Plaintiff avers that he has sustained from said accident permanent total disability of his earning power and, therefore, claims compensation of the Defendants in the sum of Twelve Dollars and Thirty Five Cents (\$12.35) per week for a period of Four Hundred Weeks and Five Dollars (\$5.00) for a period of One Hundred Fifty weeks, with credit of the said sum of Seven Dollars and Eighty Five Cents (\$7.85) per week for the number of weeks Defendants did pay, which can be obtained from their records as aforesaid.

O. E. Summerlin  
Plaintiff.

[Signature]  
Attorney for Plaintiff.

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

Personally appeared before me, Orvis M. Brown, a Notary Public in and for said County and State, one O. E. Summerlin, who, first being duly sworn hereby states and affirms that the foregoing Complaint is true and correct and he signed the same before me this 25th day of October, 1941.

[Signature]  
Notary Public, Baldwin County, Ala.  
My Commission Expires April 2, 1943.

683  
Civil

COMPLAINT

E. O. SUMMERLIN

VS.

A. A. CORTE & SONS, a Co-  
Partnership

*Filed 12/16/41*

*J. H. Hare  
Judge*

Orvis M. Brown, Attorney for Plaintiff

O. E. SUMMERLIN,  
PLAINTIFF.

VS.

A.A. CORTE & SONS,  
a Co-Partnership, and ATHELIA  
CORTE, E.D. CORTE, J. ARTHUR CORTE,  
AND JULIO CORTE INDIVIDUALLY.  
DEFENDANTS.

IN THE CIRCUIT COURT

OF

BALDWIN COUNTY, ALABAMA.

Come the defendants in the above entitled cause and  
for answer to the complaint say:

That at the time of the alleged injury both plaintiff and  
the defendants were subject to Articles one and two of Title 26,  
of the Code of Alabama of 1940. that at the time of plaintiff's  
injury he was an employee of the defendants and the accident and  
resulting injuries arose out of, and in the course of his employ-  
ment; that defendants had notice of said accidental injury; that at  
the time of the injury complained of the plaintiff's average weekly  
wage, and those of similar employees of the defendants engaged in  
the same line of work, were receiving an average weekly wage of  
\$12.00 a week; that at the time of the injury complained of the  
plaintiff had a wife and several dependent children. Defendants  
further state that as a result of the injury sustained by the plain-  
tiff the defendants paid compensation to the plaintiff for forty-  
nine weeks, the same being the total amount of compensation and  
payment in full of compensation ~~due~~ to the plaintiff for the injuries  
received in said accident. Defendants further allege that after  
July 4th, <sup>1941</sup> ~~1940~~, the plaintiff has not suffered any disability  
~~as a result of the accident and that plaintiff is not now disabled~~  
~~as a result of the accident in any manner.~~

WHEREFORE defendants state that plaintiff has been paid in full  
compensation, pursuant to Articles 1 and 2 of Title 26, of the Code  
of Alabama of 1940, and that he is not entitled to any further com-  
pensation because of the fact that plaintiff ceased to suffer any  
disability as a result of said accident, above, either directly or  
indirectly, on July 4th, 1941.

*Louis J. Thoma*  
ATTORNEY FOR DEFENDANTS.

RECORDED

Filed Feb 26 1942  
R. H. [unclear]  
[unclear]

Messrs Lyons and Thomas, Attorneys for United States Fidelity and Guaranty Company, Insurer for A.A.Corte & Sons.

This is to advise you that notice of application for lump sum payment in the case of O. E. Summerlin vs. A. A. Corte, and Sons, et al, was given us on February 16, 1942 pursuant to Title 26, Section 299 of the Code of 1940, as amended July 10, 1940. This notice stated that said application would be heard at ten A.M. on February 27, 1942, by the Judge of the Circuit Court of Baldwin County, Bay Minette, Alabama.

DEPARTMENT OF INDUSTRIAL RELATIONS  
STATE OF ALABAMA.

BY Elizabeth Sellers

STATE OF ALABAMA

COUNTY OF MONTGOMERY.

Before me, the undersigned, authority personally appeared Elizabeth Sellers, known to me to be an employee of the State of Alabama in charge of the Workmen's Compensation Division of the Department of Industrial Relations and he acknowledged before me that he signed the same freely and voluntarily and that the same is true and correct as to the matters alleged therein.

Elizabeth Sellers

Subscribed and sworn to before me,  
this the 16, day of February, 1942.

Lucille Young  
NOTARY PUBLIC, MONTGOMERY COUNTY, ALA.

O. E. SUMMERLIN,  
PLAINTIFF.

VS.

A. A. CORTE & SONS,  
a Co-Partnership and  
ATHELIA CORTE, E. D. CORTE,  
J. ARTHUR CORTE and JULIO  
CORTE, Individually.

DEFENDANTS.

IN THE CIRCUIT COURT OF BALDWIN COUNTY

ALABAMA

The following proceedings were had in this matter  
on the dates hereinafter set out:-

1. Complaint filed in this case by Plaintiff, July 24, 1941.
2. Defendants motion to strike complaint, October 18, 1941.
3. Defendants motion to strike, granted, December 16, 1941.
4. Plaintiffs amended complaint, December 16, 1941.
5. Defendants answer to amended complaint, February 26, 1942.
6. Agreement of the Plaintiff, his attorney, and all defendants and their attorneys to settle said matter, ~~and request of all parties to the Court to approve said settlement and lump sum payment, and render judgment thereon.~~ ~~February 26, 1942.~~

7. *Acknowledgment of service to Department of Industrial Relations 7-26/42.*

Under the pleadings and rulings in the above matter and under the facts as known to both the plaintiff and defendants, it was very doubtful as to whether or not the plaintiff's present disabled condition is directly or indirectly due to, or the result of the accident complained of, or whether or not his present condition is due to an aggravation of a pre-existing condition prior to the accident. An Agreement of Settlement of the entire matter has been reached between the parties hereto by which Agreement the defendants and their Insurance Carrier have agreed to pay the plaintiff a lump sum settlement of \$ , which said offer is agreeable to the plaintiff and his attorney, and while said Agreement is not in an amount substantially the same as the amount of benefits stipulated in Article 2 of Title 26, of the Code of Alabama of 1940, yet the interested parties have agreed to settle said matter <sup>or</sup> above set out, and hereby request the Judge of the Circuit Court of the County where the

claim for compensation under the Workmen's Compensation Act for the State of Alabama is entitled to be made and requests said Judge to determine that it is for the interest of the employee to accept said settlement and requests his approval of the same.

O. E. Summerlin

O. E. SUMMERLIN

Chas. H. Brown  
ATTORNEY FOR O. E. SUMMERLIN.

A.A. CORTE & SONS A CO-PARTNERSHIP

BY Louis and Thomas  
ATTORNEYS

ATHELIA CORTE

BY Louis & Thomas  
ATTORNEYS

E.D. CORTE

BY Louis & Thomas  
ATTORNEYS

J. ARTHUR CORTE

BY Louis & Thomas  
ATTORNEYS

JULIO CORTE

BY Louis & Thomas  
ATTORNEYS

UNITED STATES FIDELITY & GUARANTY  
COMPANY, INSURANCE CARRIER for the  
DEFENDANTS.

BY Louis & Thomas

**RECORDED**

Filed Feb 26 1942  
R. S. Duck  
Chas.

PETITION TO FIX COMPENSATION OF ATTORNEY

O. E. SUMMERLIN,

PLAINTIFF.

-Vs.-

A. A. CORTE & SONS, a Co-  
Partnership, and ATELLIA  
CORTE, E. D. CORTE, J. ARTHUR  
CORTE and JULIO CORTE, Indi-  
vidually.

DEFENDANTS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT:

Comes now the Plaintiff, O. E. Summerlin, and respectfully begs of Your Honor that he will approve the employment of an Attorney by your complainant and, further, that upon the hearing of this petition, that Your Honor will fix the compensation to be paid <sup>to</sup> the said Attorney for his legal services rendered <sup>and</sup> in the manner in which the same shall be paid as provided for in Title 62 at Section 261 of the Code of Alabama 1940.

Your petitioner shows further to this Honorable Court that it is his desire to employ the legal services of Orvis M. Brown, Attorney, of Robertsdale, Alabama

O. E. Summerlin  
Petitioner.

*652*  
PETITION  
*652*

E. O. SUMMERLIN

VS.

A. A. CORTE & SONS, a Co-  
Partnership

*Filed 12/16/41*  
*J. M. Ware*  
*Judge*

Orvis M. Brown, Attorney for Plaintiff.

(  
O. E. SUMMERLIN,  
PLAINTIFF. )

VS.

IN THE CIRCUIT COURT OF BALDWIN COUNTY

(  
A. A. CORTE & SONS,  
a Co-Partnership and  
ATHELIA CORTE, E.D. CORTE, )  
J. ARTHUR CORTE and JULIO  
CORTE, individually. (

DEFENDANTS. )

ALABAMA

This matter coming on to be heard on this the <sup>27</sup> day of February, 1942, and the parties and their attorneys being present in Court and the same having been regularly set for trial on this date, and the same having been submitted to the Court upon the pleadings, as filed in Court, and upon Agreement of the parties filed in this Court on this the <sup>26</sup> day of February, 1942, and the Court having considered and understood the same, is of the opinion that this is a case of doubtful liability and further that the Agreement of the Parties filed in Court on this date is to the interest of the plaintiff to accept, and the plaintiff, and the defendants having submitted said Agreement to the Court for its approval and having requested the Court to approve the same, and the Court being convinced that all parties thoroughly understand said agreed Settlement, and the Court being of the opinion that it is to the best interest of the plaintiff, the employee in this case, to accept said agreed settlement, even though it is not in an amount substantial to the amount of benefits stipulated by Article 2 of Title 26, of the Code of Alabama of 1940.

And it further appearing to the Court that the Department of Industrial Relations of the State of Alabama has been informed by the defendants' Insurance Carrier of the proposed commutation and of the time and place when the commutation will be presented to this Court for its approval pursuant to Section 299 of Title 26 of the Code of Alabama of 1940, as amended July 10th, 1940.

It is hereby ordered, <sup>adjudged</sup> and decreed by the Court that said compromise settlement or agreement is hereby approved and the defendants are hereby ordered, adjudged and decreed to pay to the Plaintiff the sum of \$ <sup>1350.35</sup>, being in addition to the sum of \$ 382.20, heretofore paid to the plaintiff by the defendants.

It is further hereby ordered, adjudged and decreed by the Court that out of said amounts the plaintiff's attorney shall be entitled

to a fee of \$150<sup>04</sup>.

This approval and award is made pursuant to Section 278  
of Title 26, of the Code of Alabama of 1940.

This 2/27/42

J. M. Hale  
JUDGE.

682  
Judgment  
Lut

RECORDED

Filed Feb 7, 1942  
R. S. Luch  
Deputy

O.E. SUMMERLIN,

Plaintiff

vs

A. A. CORTE & SONS, A  
CO\* Partnership and ADELIA  
CORTE, E. D. CORTE, J. ARTHUR  
CORTE and JULIA CORTE ,  
Individually.

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

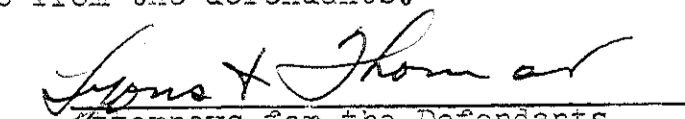
AT LAW

Come the Defendants for the above entitled cause  
separately and severally and move to strike Plaintiff's  
entire complaint and as ground therefore set out the  
following and separate and several grounds.

1. The complaint shows on its face that it is an  
attempt to file suit under the Workman's  
Compensation Act of the State of Alabama and  
said complaint is not sworn to by plaintiff.
2. Said complaint is not verified by the Plaintiff.

Without waiving the above, but on the contrary  
expressly insisting on the above, the defendants each  
separately and severally move to strike the following  
portion of Plaintiff's complaint to-wit; "And further  
that he has employed an Attorney to assist him in the  
collection of this claim after the refusal of payment  
by the defendant which expenses should be paid by defend-  
ant as provided for under the Compensation Laws Of Ala-  
bama." And as grounds therefore set up separately and sev-  
erally the following separate and several grounds.

1. Said expense is not recoverable under the Work-  
man's Compensation Act of the State of Alabama.
2. The Workmna's Compensation Act of the State of  
Alabama makes no provision for the collection  
of Attorney fees from the defendants.

  
Attorneys for the Defendants

to a fee of \$150<sup>04</sup>.

This approval and award is made pursuant to Section 278  
of Title 26, of the Code of Alabama of 1940.

This 2/27/42

J. M. Hare  
JUDGE.

682  
Judgment  
ent

RECORDED

Filed Feb 7, 1945  
R. A. M. C. H.  
Bees

Don't know

THE STATE OF ALABAMA,  
BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA;\_

YOU ARE HEREBY COMMANDED TO summon A. A. CORTE & SONS,  
A CO-PARTNERSHIP, and ATHELIA CORTE, E. D. CORTE<sup>J.</sup>/ARTHUR  
CORTE, and JULIO CORTE, individually, 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,  
State of Alabama, against A. A. CORTE & SONS, a Co-Partner-  
ship, and ATHELIA CORTE, E. D. CORTE, J. ARTHUR CORTE and  
JULIO CORTE, Defendants, by O. E. SUMMERLIN, Plaintiff.

WITNESS my hand this 24th day of July, 1941.

R. L. Dush  
Clerk.

.....

COMPLAINT

O. E. SUMMERLIN,

Plaintiff.

-vs-

A. A. CORTE & SONS, A  
CO-Partnership and ATEELIA  
CORTE, E. D. CORTE, J. ARTHUR  
CORTE and JULIO CORTE,  
Individually.

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

The Plaintiff claims of the Defendants as a Co-Partnership and individually under the Compensation Law of Alabama due and owing to the Plaintiff under the following statement of facts, to-wit:

On or about the 26th day of July, 1940 the relation of employer and employee, or master and servant, existing between the Defendant and the Plaintiff, and Plaintiff and Defendants were subject to the said Compensation act of Alabama, then in force and effect, did while so employed and engaged, the Plaintiff suffered permanent injury and damage which was approximately result of an accident which arose out of and during the course of his employment by the Defendants as aforesaid and a controversy has arisen between himself and the Defendants as to the amount of Compensation due to Plaintiff by reason of said injury and damage.

Plaintiff's address is Loxley, Alabama and the Defendants' address is also Loxley, Alabama so as Plaintiff is informed.

At the time of the accident, to-wit, July 26th, 1940 the Plaintiff was a day laborer on the Defendants Packing and Shipping Shed in Loxley, Alabama at a wage of Twenty Cents (20¢) per hour and on this wage had worked from Monday morning until Thursday night and was entitled to the amount of Twelve Dollars (\$12.00) at the time of the accident and if he had continued to work the balance of the week would have received Eighteen Dollars (\$18.00) per week. Previous to his employment by the Defendants he had been employed by Loxley Produce Company of Loxley, Alabama and had received an average wage each week never under Eighteen Dollars (\$18.00) and with a maximum of Twenty Dollars (\$20.00) per week. At the time of injury Plaintiff was engaged in working on the Defendants' Platform and was working beside the Defendants' potato grader removing the trash that went into the potato washing machine and was working beside the potato grader and washing machine which used a large conveyor belt and a chain which turned the conveyor belt. Plaintiff was working beside this conveyor belt removing trash from the washing machine into which the conveyor belt traveled when the said conveyor belt broke thereby causing the motor to race or travel at a higher rate of speed thereby breaking the small chain which transferred the power to the electric motor to the belt conveyor and caused the chain to wrap around the motor sprocket thereby swaying in a circle with tremendous force and speed striking the Plaintiff in the stomach and chest knocking Plaintiff backward into a large post and knocking him completely unconscious and Plaintiff then and there sustained the following injuries, to-wit: This lick across the stomach and chest caused pneumonia to develop two (2) days later and during the illness of pneumonia he had a heart attack and has never recovered from the heart ailment. He also had a nervous breakdown due to said injuries and a permanent to the heart. The Defendants by and through their Superintendent or General Manager of the shed had immediate notice of and actually became aware of Plaintiff's said injury and claim and paid Plaintiff the sum of Seven Dollars and Eighty Five Cents (\$7.85) per week until July 11th, 1941 for Compensation and have

refused and declined to pay anything further, and Plaintiff avers that he is entitled to Compensation at the rate of Twelve Dollars and Thirty Five Cents (\$12.35) per week payable upon his weekly average earning of Eighteen Dollars (\$18.00) to Twenty Dollars (\$20.00) per week and the fact that he has a wife and five minor children dependant upon him and provided for under the Compensation Laws of Alabama.

The Plaintiff avers that he has sustained certain Dr. bills and medical bills arrived out of this accident and further that he has employed an Attorney to assist him in the collection of this claim after the refusal of payment by the Defendants which expense should be paid by Defendants as provided for under the Compensation Laws of Alabama. The Plaintiff avers that he has sustained from said accident permanent total disability of his earning power, and therefore claims compensation of the Defendants in the sum of Twelve Dollars and Thirty Five Cents (\$12.35) per week for a period of Four Hundred Weeks (400) and Five Dollars (\$5.00) for a period of One Hundred and Fifty (150) weeks, with credit of the said sum of Seven Dollars and Eighty Five Cents (\$7.85) per week for the number of weeks Defendants did pay which can be obtained from their records as aforesaid.

O E Lumsden

Plaintiff

Attorney for Plaintiff.

ROBERT F. GAGLE, Attorney at Law  
DAVID W. BROTHMAN

01003 87003 97003

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RECORDED

This ss day of September 1961,  
before me individually,  
H.D. Corte, J. Arthur Corte and  
Co-Partnership, and Arthur Corte  
the firm of A.V. Corte & Sons, a  
on J. Arthur Corte a member of  
of the aforementioned & continuing  
Executed by said

[illegible]

20

refused and declined to pay anything further, and Plaintiff avers that he is entitled to compensation at the rate of Twelve Dollars and Fifty Cents (\$12.50) per week payable upon his weekly average earning of Eighteen Dollars (\$18.00) to Twenty Dollars (\$20.00) per week and the fact that he has a wife and five minor children dependent upon him and provided for under the Compensation Laws of Alabama.

The Plaintiff avers that he has sustained certain Dr. bills and medical bills arising out of this accident and further that he has employed an attorney to assist him in the collection of this claim after the refusal of payment by the Defendants which expense should be paid by Defendants as provided for under the Compensation Laws of Alabama. The Plaintiff avers that he has sustained from said accident permanent total disability of his earning power, and therefore claims compensation of the Defendants in the sum of Twelve Dollars and Fifty Cents (\$12.50) per week for a period of Four Hundred Weeks (400) and Five Dollars (\$5.00) for a period of One Hundred and Fifty (150) weeks, with credit of the said sum of Seven Dollars and Eighty Five Cents (\$7.85) per week for the number of weeks Defendants did pay which can be obtained from their records as aforesaid.

*O. E. Summerville*  
Plaintiff

Attorney for Plaintiff.

original  
**RECORDED**

O. E. SUMMERLIN,  
Plaintiff,

vs.

A. A. CORTE & SONS, ET AL'S.,  
Defendants.

SUMMONS & COMPLAINT.

*Filed July 24, 1941*  
*R. S. Clark, Clerk*

ORVIS M. BROWN  
ATTORNEY AT LAW  
Robertsdale, Alabama

Executed by serving a copy of the within summons & Complaint on J. Arthur Corte a member of the firm of A.A. Corte & Sons, a Co-Partnership, and Athelia Corte, E.D. Corte, J. Arthur Corte and Julio Corte individually. This 28 day of September 1941.  
*[Signature]*  
Sheriff of Baldwin County.

W. R. STUART, Sheriff

TWENTY-FIRST JUDICIAL CIRCUIT  
OF ALABAMA

F. W. HARE, JUDGE  
R. L. JONES, CIRCUIT SOLICITOR  
M. R. FARISH, COURT REPORTER  
MONROEVILLE, ALABAMA

C. E. Summerlin  
vs Plaintiff

A. K. Corte & Sons

12/16/41 Motion to strike Plaintiff's complaint granted  
Plaintiff files amended complaint  
Petition of plaintiff to be allowed to employ  
att'y - filed & granted -

ORVIS M. BROWN  
ATTORNEY AND COUNSELLOR AT LAW  
Robertsdale, Ala.

July 24th, 1941

Miss Nan Alice Thompson,  
Clerk Circuit Court,  
Bay Minette, Alabama .

Dear Miss Thompson,

Enclosed is Suit at Law and copies for all parties concerned, please mark these filed as of to-day but hold up service until I see you which will be about the 30th of July, 1941.

Thanking you for this courtesy.

Yours very truly,

  
Orvis M. Brown.

B/b  
encl.

REPORT OF CIRCUIT COURT CLERKS TO WORKMEN'S COMPENSATION COMMISSIONER OF  
THE STATE OF ALABAMA, REQUIRED BY SECTION 37,  
WORKMEN'S COMPENSATION ACT, 1919.

O. E. SUMMERLIN (Plaintiff) July 26th, 1910 (Date of injury or death)  
Loxley, Alabama (Address) O. E. SUMMERLIN (Name of injured or deceased employee)  
VS.  
A. A. CORTZ, A PARTNERSHIP, ET AL (Defendant) Loxley, Alabama (Employee's address)  
Loxley, Alabama (Address)

STATE OF ALABAMA,

BALDWIN COUNTY.

As required by section 37 of the Workmen's Compensation Act of the State of Alabama, 1919.

I, R. S. DUKK, Clerk of the Circuit Court, beg to report that the  
above-styled case, our No. 622, filed under the provisions of said act was disposed of on 2nd  
day of February, 1921 by the following judgment:

This matter coming on to be heard on this the 27th day of February, 1912, and the parties and their attorneys being present in Court and the same having been regularly set for trial on this date, and the same having been submitted to the Court upon the pleadings, as filed in Court, and upon Agreement of the parties filed in this Court on this the 26th day of February, 1912, and the Court having considered and understood the same, is of the opinion that this is a case of doubtful liability, and further that the Agreement of the Parties filed in Court on this date is to the interest of the plaintiff to accept, and the plaintiff, and the defendants having submitted said Agreement to the Court for its approval and have requested the court to approve the same, and the Court being convinced that all parties thoroughly understand said agreed Settlement, and the Court being of the opinion that it is to the best interest of the plaintiff, the employee in this case, to accept said agreed settlement, even though it is not in an amount substantial to the amount of benefits stipulated by Article 2 of Title 26, of the Code of Alabama of 1910.

And it further appearing to the Court that the Department of Industrial Relations of the State of Alabama has been informed by the defendants' Insurance Carrier of the proposed commutation and of the time and place when the commutation will be presented to this Court for its approval pursuant to Section 299 of Title 26 of the Code of Alabama of 1910, as amended July 10th, 1910.

It is hereby ordered adjudged, and decreed by the Court that said compromise settlement or agreement is hereby approved and the defendants are hereby ordered, adjudged and decreed to pay to the Plaintiff the sum of \$1350.35, being in addition to the sum of \$382.20, heretofore paid to the plaintiff by the defendants.

It is further hereby ordered, adjudged and decreed by the Court that out of said amounts the plaintiff's attorney shall be entitled to a fee of \$150.04.

(In fatal and non-fatal accidents date of accident or death, name of deceased or injured employee, and his address should be stated.)

NOTE TO CIRCUIT COURT CLERKS

The report called for on the reverse hereof is required to be made under the following extract from the act of August 23, 1919:

37. The clerk of the circuit court shall within ten days after the disposition of any case make a report in writing giving the details of such disposition, and mail same to the compensation commissioner of Alabama on blanks to be procured from the commissioner for such purpose.

No report will be accepted not made on form prescribed, copies of which can at all times be had on application to the Commissioner.

Mail promptly.

WORKMEN'S COMPENSATION COMMISSIONER,  
STATE CAPITOL, MONTGOMERY, ALA.

(W C C-Form No. 7)

REPORT OF CIRCUIT COURT CLERKS  
TO WORKMEN'S COMPENSATION  
COMMISSIONER OF THE STATE OF  
ALABAMA, REQUIRED BY SECTION  
37, WORKMEN'S COMPENSATION  
ACT OF 1919.

Injured or deceased employee:

Employer:

(Note: These blanks are not to be filled in when reporting accident.)

WILSON PTC. CO. MONTGOMERY

682

J. M. HARRIS  
JUDGE

This 2/27/12

This approval and award is made pursuant to Section 216 of Title 26 of the Code of Alabama of 1910.