

J. H. TITUS, : IN THE CIRCUIT COURT OF
Plaintiff :
versus : BALDWIN COUNTY, ALABAMA
THE TOWN OF FAIRHOPE, : AT LAW
ALABAMA, a municipal :
corporation, :
Defendant : NO. 1060

AGREEMENT AND PETITION

The undersigned hereby petition the court for approval of the following agreement and settlement, and agree and represent to the court as follows:

1. They are subject to the provisions of the Workmen's Compensation law of Alabama, as amended, and were so subject at all times herein mentioned. The employee, J. H. Titus, aged over twenty-one (21) years, residing at Fairhope, Alabama, who can read and understand the English language, did on or about July 6, 1945, sustain injury by accident while employed by the Town of Fairhope, Alabama, the employer, in that he was stabbed by a knife and otherwise injured while performing his duties as Chief of Police for the employer; and, thereafter, the employee further injured himself in a fall.

2. The employee was, for a time, temporarily totally disabled and was paid compensation by the employer at the rate of Eighteen Dollars (\$18.00) per week for thirty-three (33) weeks; and, in addition, the employer provided medical, surgical and hospital services for the employee in a sum in excess of Two Hundred Dollars (\$200.00). The only permanent disability sustained by the employee as a result of the above mentioned occurrences is a permanent partial disability consisting of the total loss of use of his left arm. Therefore, it is hereby agreed that

the employee is only entitled to and shall only receive, as compensation for his injuries, an additional one hundred and sixty-seven (167) weeks of compensation at the rate of Eighteen Dollars (\$18.00) per week. In addition, under the agreement of the parties, the employer shall pay to J. B. Blackburn, the attorney representing the employee, the further sum of Three Hundred Sixty-two Dollars and Seventy-two Cents (\$362.72), to cover additional medical, surgical and hospital expenses, which said sum shall be disbursed by said Blackburn as follows: to Dr. W. C. Hannon, Mobile, Alabama, \$25.00; to J. H. Titus, to reimburse him for the amount he paid Touro Infirmary, New Orleans, Louisiana, \$66.50; to Touro Infirmary, New Orleans, Louisiana, \$46.22; to Oschner Clinic, New Orleans, \$225.00.

3. Said payment of compensation shall be made in the lump sum of Three Thousand Six Dollars (\$3,006.00) and out of the same said J. B. Blackburn shall receive, for his legal services to the employee in these proceedings, such an amount as the court may award in accordance with Section 261 of Title 26 of the Code of Alabama of 1940.

4. On the payment of said Three Thousand Six Dollars (\$3,006.00), and said Three Hundred Sixty-two Dollars and Seventy-two Cents (\$362.72), and the costs of these proceedings, the employer and its insurance carrier, Hardware Mutual Casualty Company, shall be forthwith released, acquitted and discharged of and from any further liability of any kind or description to the plaintiff arising by virtue of anything happening heretofore; and the employee expressly acknowledges that the agreement herein contained is in full compromise and settlement of a disputed claim and that, on the payment of said sums, all of his claims, causes of actions or demands, howsoever arising, against the employer or its said insurance carrier will have been fully compromised, satisfied and settled, and that he will not be entitled to receive any further compensation, or medical or surgical treat-

ment, or medical or hospital expenses, or any other benefit,
under said Workmen's Compensation law or otherwise.

5. This instrument contains the entire agreement of the
parties hereto.

Dated this 30th day of September, 1947.

J. H. Titus
Employee

THE TOWN OF FAIRHOPE, ALABAMA

By Smith Hand Prosser & Bedsole
J. Massey Bedsole
Its Attorney
Employer

The foregoing petition and agreement has been approved by
me.

J. B. Blackburn
Attorney for said employee

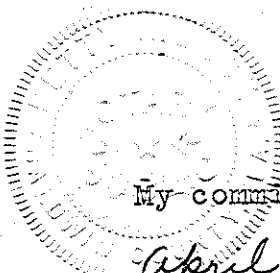
STATE OF ALABAMA:
COUNTY OF BALDWIN:

On this 30th day of September, 1947, before me, a Notary
Public in and for said county in said state, personally appeared
J. H. Titus, to me known to be the identical person described in
and who executed the foregoing instrument as employee, and ac-
knowledgeed that the same is true; and that after reading the same,
and with a full understanding of the terms and effect thereof, he
executed the same as his free act and deed and for the uses and
purposes therein expressed, and as a full settlement of all claims
on account of his injuries.

Betty R. Buck
Notary Public, Baldwin County, Alabama

My commission expires:

April 8, 1950



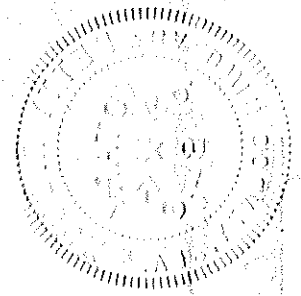
OCT 3 1947

ALICE J. DUCK, ^{Chs} Registrar

Figure 1. The effect of the concentration of the Fe^{2+} solution on the adsorption of Fe^{2+} by the Fe^{2+} -loaded adsorbent. The concentration of the Fe^{2+} solution was 0.01, 0.02, 0.05, 0.1, 0.2, 0.5, 1, 2, 5, 10, 20, 50, 100, 200, 500, 1000, 2000, 5000, 10000, 20000, 50000, 100000, 200000, 500000, 1000000, 2000000, 5000000, 10000000, 20000000, 50000000, 100000000, 200000000, 500000000, 1000000000, 2000000000, 5000000000, 10000000000, 20000000000, 50000000000, 100000000000, 200000000000, 500000000000, 1000000000000, 2000000000000, 5000000000000, 10000000000000, 20000000000000, 50000000000000, 100000000000000, 200000000000000, 500000000000000, 1000000000000000, 2000000000000000, 5000000000000000, 10000000000000000, 20000000000000000, 50000000000000000, 100000000000000000, 200000000000000000, 500000000000000000, 1000000000000000000, 2000000000000000000, 5000000000000000000, 10000000000000000000, 20000000000000000000, 50000000000000000000, 100000000000000000000, 200000000000000000000, 500000000000000000000, 1000000000000000000000, 2000000000000000000000, 5000000000000000000000, 10000000000000000000000, 20000000000000000000000, 50000000000000000000000, 100000000000000000000000, 200000000000000000000000, 500000000000000000000000, 1000000000000000000000000, 2000000000000000000000000, 5000000000000000000000000, 10000000000000000000000000, 20000000000000000000000000, 50000000000000000000000000, 100000000000000000000000000, 200000000000000000000000000, 500000000000000000000000000, 1000000000000000000000000000, 2000000000000000000000000000, 5000000000000000000000000000, 10000000000000000000000000000, 20000000000000000000000000000, 50000000000000000000000000000, 100000000000000000000000000000, 200000000000000000000000000000, 500000000000000000000000000000, 1000000000000000000000000000000, 2000000000000000000000000000000, 5000000000000000000000000000000, 10000000000000000000000000000000, 20000000000000000000000000000000, 50000000000000000000000000000000, 100000000000000000000000000000000, 200000000000000000000000000000000, 500000000000000000000000000000000, 1000000000000000000000000000000000, 2000000000000000000000000000000000, 5000000000000000000000000000000000, 10000000000000000000000000000000000, 20000000000000000000000000000000000, 50000000000000000000000000000000000, 100000000000000000000000000000000000, 200000000000000000000000000000000000, 500000000000000000000000000000000000, 1000000000000000000000000000000000000, 2000000000000000000000000000000000000, 5000000000000000000000000000000000000, 10000000000000000000000000000000000000, 20000000000000000000000000000000000000, 50000000000000000000000000000000000000, 100000000000000000000000000000000000000, 200000000000000000000000000000000000000, 500000000000000000000000000000000000000, 1000000000000000000000000000000000000000, 2000000000000000000000000000000000000000, 5000000000000000000000000000000000000000, 100, 200, 500, 1000, 2000, 5000, 100, 200, 500, 1000, 2000, 5000, 100, 200, 500, 1000, 2000, 5000, 100, 200, 500, 1000, 2000, 5000, 100, 200, 500, 100000000

100

Figure 1 shows a 2D hexagonal lattice of atoms. A central atom is labeled 'A'. A dashed line connects atom 'A' to its nearest neighbor, labeled 'B'. The distance between 'A' and 'B' is labeled 'a'. The lattice is shown in a perspective view, with atoms receding into the background.

[illegible]

J. H. TITUS,

Plaintiff

versus

THE TOWN OF FAIRHOPE,
ALABAMA, a municipal
corporation,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW

NO. 1060

We, J. H. Titus and J. B. Blackburn, do hereby certify
that the judgment rendered in the above styled cause on
October 3, 1947, has been fully paid and satisfied; and
we do hereby release and discharge said judgment.

J. H. Titus
J. H. Titus

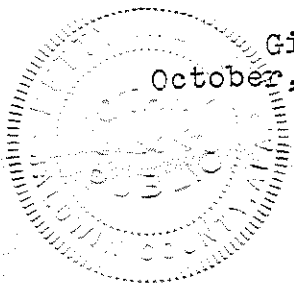
J. B. Blackburn
J. B. Blackburn

STATE OF ALABAMA:
COUNTY OF BALDWIN :

I, Betty R. Buck, a Notary Public in and
for said county, in said state, hereby certify that J. H.
Titus and J. B. Blackburn, whose names are signed to the fore-
going instrument, and who are known to me, acknowledged before
me on this day that, being informed of the contents of the
instrument, they executed the same voluntarily on the day the
same bears date.

Given under my hand and official seal this 3rd day of
October, 1947.

Betty R. Buck
Notary Public, County of Baldwin
Alabama



J. H. TITUS,	:	IN THE CIRCUIT COURT OF
Plaintiff	:	
	:	BALDWIN COUNTY, ALABAMA.
versus	:	
THE TOWN OF FAIRHOPE,	:	AT LAW
ALABAMA, a municipal	:	
corporation,	:	
	:	NO. _____
Defendant	:	

This matter duly coming on to be heard in open court, it appears to the court, from the agreement and petition filed herein on October 3, 1947, and from the evidence introduced in open court, as follows:

That the employer or his insurance carrier, acting through Messrs. Smith, Hand, Arendall & Bedsole, attorneys, has given requisite notice to the Department of Industrial Relations, by registered mail, more than ten (10) days prior to the date of this hearing, of the details of the proposed settlement and of the time and place when the same will be presented, all in accordance with Section 299 of Title 26 of the Code of Alabama of 1940;

That the court has made inquiry into the bona fides of plaintiff's claim and the liability of the defendant and has determined that it is to the best interest of the plaintiff that the settlement set out in said agreement and petition be approved by the court;

That, in accordance with the evidence and the report made by Dr. W. C. Hannon, the plaintiff has sustained a permanent partial disability consisting of the total loss of use of his left arm, for which he is entitled to receive two hundred (200) weeks compensation at the rate of Eighteen Dollars (\$18.00) per week; that the plaintiff has been paid compensation at said rate for thirty-three (33) weeks; that on the payment of Three Thousand

Six Dollars (\$3,006.00), as additional compensation, the employer will have paid all compensation to which the plaintiff is or might be entitled by virtue of any injury sustained by him heretofore; that the employer has furnished more medical, surgical and hospital services than is required by the Workmens Compensation law of Alabama, but is to pay, as set out in said agreement and petition, the further sum of Three Hundred Sixty-two Dollars and Seventy-two Cents (\$362.72), such payment to be made to J. B. Blackburn and to be disbursed in accordance with said agreement and petition; that, on the payment of said sums, and the costs herein incurred, the employer shall be released, acquitted and discharged as set out in said agreement and petition;

That the reasonable compensation payable to said J. B. Blackburn, out of said sum of Three Thousand Six Dollars (\$3,006.00), is Three Hundred Fifteen Dollars and Sixty Cents (\$315.60); and

That the allegations of said agreement and petition are true;

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED as follows:

(1). Said agreement and petition be and the same hereby are approved and the parties ordered to confirm thereto in all things.

(2). Plaintiff shall have and recover of defendant the sum of Three Thousand Six Dollars (\$3,006.00), together with costs of court, for which let execution issue.

(3). Plaintiff shall pay to J. B. Blackburn, out of said sum, the sum of Three Fifteen Dollars and Sixty Cents (\$315.60), his reasonable attorney's fees.

(4). Defendant shall pay to J. B. Blackburn the sum of Three Hundred Sixty-two Dollars and Seventy-two Cents (\$362.72), to be disbursed by him in accordance with said agreement and petition, for which let execution issue.

(5). On the payment by the defendant of the sums herein required to be paid by it, the defendant and its insurance carrier, Hardware Mutual Casualty Company, shall be forthwith released, acquitted and discharged of and from any further liability of any kind or description to the plaintiff arising by virtue of anything happening heretofore; and all claims, causes of actions or demands, howsoever arising, of the plaintiff against the defendant or its said insurance carrier shall be deemed fully compromised, satisfied and settled, and the plaintiff shall not be entitled to receive any further compensation, or medical or surgical treatment, or medical or hospital expenses, or any other benefit, under the Workmen's Compensation law or otherwise.

DONE at Bay Minette, Alabama, this 3rd day of Oct,
1947.

J. M. Stare
Judge

J. H. TITUS,

Plaintiff,

VS

THE TOWN OF FAIRHOPE,
ALABAMA, a Municipal
Corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

INTERROGATORIES TO BE PROPOUNDED TO THE DEFENDANT

Now comes the Plaintiff and propounds the following interrogatories to the Defendant as provided by Title 7, Section 477, et seq. of the 1940 Code of Alabama:

1. Did the relationship of employer and employee or master and servant exist between the Defendant, The Town of Fairhope, Alabama, a Municipal Corporation and the Plaintiff, J. H. Titus, on or about July 6, 1945?

2. If your answer to the foregoing interrogatory is yes, what work was the Plaintiff performing for you at that time?

3. What were you paying the Plaintiff on July 6, 1945?

4. On or about July 6, 1945, did you pay the Plaintiff weekly, monthly or semi-monthly?

5. Was the Plaintiff, J. H. Titus, injured while employed by you on or about July 6, 1945, if so, how was he injured and what were the extent of his injuries?

6. When did you first learn that the Plaintiff was injured?

7. Did you make compensation payments to the Plaintiff after his injury, if so, attach to your answers to these interrogatories, an itemized list of all payments made by you.

8. What was the date and amount of the last compensation payment made by you to the Plaintiff and how was this payment made?

9. Did you make a payment to the Plaintiff by check number 7087, drawn by Hardware Mutual Casualty Company on The Citizens and Southern National Bank, Atlanta, Georgia dated May 3, 1946 payable to Jack Titus in the amount of \$36.36, if so, attach the original check to your answers to these interrogatories.

10. Did you have a contract with the Plaintiff which was in full force and effect on or about July 6, 1945 which required you to furnish to him such medical, surgical, nurse or hospital services, medical or surgical apparatus or appliances and medicines as are required by the Workmen's Compensation Law of the State of Alabama and such additional medical, surgical, nurse or hospital services, medical or surgical apparatus or appliances and medicines as physicians and surgeons may consider necessary for the treatment of any injury sustained by the Plaintiff in the line of his duties as such officer or employee?

J. B. Blackburn
Attorney for Plaintiff

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, within and for said County in said State, personally appeared J. B. Blackburn, who, after being by me first duly and legally sworn, deposes and says: That he is Attorney for the Plaintiff in the above entitled cause and that the foregoing interrogatories, if well and truly answered, will be material evidence for the Plaintiff in said cause.

J. B. Blackburn

Sworn to and subscribed before me on
this the 26th day of June, 1947.

Betty R. Buck
Notary Public, Baldwin County, Alabama

1060
ORIGINAL
INTERROGATORIES PROPOUNDED TO
DEFENDANT.

J. H. TITUS,

Plaintiff,

VS.

THE TOWN OF FAIRHOPE,
ALABAMA, a Municipal
Corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW.

Filed
6-26-47
Alice J. Black
Clerk

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

Received in Sheriff's Office
June 26 day of June 1947
TAYLOR WILKINS, Sheriff

Executed 7-3-47 by serving
copy of the within on
Howard Penge

Taylor Wilkins Sheriff
147 Hall P.O.

STATE OF ALABAMA }
BALDWIN COUNTY }

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon the Town of Fairhope, a Municipal Corporation, to appear within thirty 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 there to answer the Complaint of J. H. Titus.

WITNESS my hand this 26th day of June, 1947.

Alice J. Hucker
Clerk of the Circuit Court.

COMPLAINT

J. H. TITUS,

Plaintiff,

VS.

THE TOWN OF FAIRHOPE, ALABAMA,
A Municipal Corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. ____.

The Plaintiff claims of the Defendant Corporation compensation under the Compensation Laws of the State of Alabama due and owing to the Plaintiff under the following state of facts, to-wit:

On or about the 6th day of July, 1945, the relation of employer and employee, or master and servant, existed between the Defendant and the Plaintiff, and the Plaintiff and Defendant were subject to the Workmen's Compensation Act of Alabama then in force and effect and while so employed and engaged, the Plaintiff suffered injury and damage, which was the proximate result of an act which arose out of and during the course of employment by the Defendant as aforesaid, and a controversy has arisen between the Plaintiff and the Defendant as to the amount of compensation due the Plaintiff by reason of said injuries and damage.

Plaintiff's address is Fairhope, Alabama and the Defendant's address is also Fairhope, Alabama.

At the time of the accident, to-wit, July 6, 1945, the Plaintiff was chief of police for the said Defendant and was engaged at the time in performing his duties as such employee and while arresting one Horace Wilson, who was a fugitive from justice, he was stabbed by a knife in the left arm, which severed the muscles and nerves, causing peripheral nerve injury, upper extremity, left, with secondary atrophic and tropic changes and causalgia, which permanently and totally disabled Plaintiff. The Defendant, by and through its Mayor, had immediate notice of and actually became aware

Before me, the undersigned authority, within and for

BALDWIN COUNTY

STATE OF ALABAMA

Attorney for Plaintiff.

Plaintiff.

L. N. Thomas

sation as aforesaid.

accident permanent total disability and, therefore, claims compen-

Plaintiff avers that he has sustained from the said

(\$1000.00).

obligations for such services in the amount of One Thousand Dollars

avers that under and by virtue of this contract, he has incurred

tiff in the line of his duties as such officer. Plaintiff further

necessary for the treatment of any injury sustained by the plain-

pliances and medicines as such physicians and surgeons may consider

nurse or hospital services, medical or surgical apparatus or ap-

Law of the State of Alabama and such additional medical, surgical,

appliances and medicines as required by the Workmen's Compensation

tical, nurse or hospital services, medical or surgical apparatus or

the Defendant, it was required to furnish to him such medical, sur-

Plaintiff further avers that under his contract with

Hundred Six Dollars (\$9306.00) due the Plaintiff at this time.

already been paid, leaving a net balance of Nine Thousand Three

Nine Hundred Dollars (\$9900.00), less the sum of \$594.00, which has

of \$43.75 per week for 550 weeks, making a total of Nine Thousand

the rate of \$18.00 per week, based upon his weekly average earnings

further and Plaintiff avers that he is entitled to compensation at

pensation benefits, but has refused and declined to pay anything

of approximately Five Hundred Ninety-four Dollars (\$594.00) in com-

of Plaintiff's said injuries and claim and paid Plaintiff the sum

said County in said State, personally appeared J. H. Titus, who, after being by me first duly and legally sworn, deposes and says: That he is the Plaintiff in this suit; that he has read over the foregoing complaint and that the facts stated therein are true.

J. H. Titus

Sworn to and subscribed before me on
this the 29th day of April, 1947.

J. B. Blackburn

Notary Public, ~~Baldwin County, Alabama.~~

State of Alabama at Large.

COMPLAINT

1060

J. H. TITUS,

Plaintiff,

VS.

THE TOWN OF FAIRHOPE, ALABAMA,
A Municipal Corporation,

Defendant.

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

Filed

4-29-47

Alice J. Luck
clerk

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

In
the Sheriff's Office
on the 26th day of June 1947
TAYLOR WILKINS, Sheriff

Executed 7-3-47 By
serving copy of the within
complaint on Howard Ruge

Taylor Wilkins Sheriff
147 Hall P. 5.

J. H. TITUS,

Plaintiff,

VS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

THE TOWN OF FAIRHOPE, ALABAMA,
A Municipal Corporation,

AT LAW.

Defendant.

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

You are hereby notified that the Plaintiff in this suit has employed J. B. Blackburn of Bay Minette, Alabama as Attorney to represent him in this proceeding and prays that the employment of the said attorney be approved and confirmed by the Court as provided by the Workmen's Compensation Law of the State of Alabama.

J. H. Titus

Plaintiff.

TO DIRECTOR, FBI
ALBANY, NEW YORK

RE: [illegible]

DATE: 4-29-47

RE: [illegible]
TO DIRECTOR, FBI
FROM: [illegible]

RE: [illegible]

TO DIRECTOR, FBI
FROM: [illegible]

RE: [illegible]
TO DIRECTOR, FBI
FROM: [illegible]

RE: [illegible]

Filed
4-29-47
Alice J. Luck
Clerk

1060
NOTICE OF EMPLOYMENT OF ATTORNEY

J. H. TITUS,

Plaintiff,

VS

THE TOWN OF FAIRHOPE, ALABAMA,
A Municipal Corporation,

Defendant.

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

Filed
4-29-47
Alice J. Blackburn
clerk

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

1060