

834

IN THE MATTER OF COMPENSATION FOR INJURY

JIM PRESLEY,

VS.

Employee,

JOHN T. BRADFORD,

Employer.

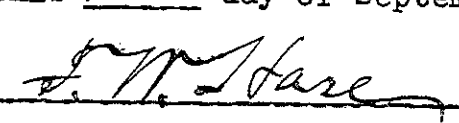
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW.

ORDER APPROVING SETTLEMENT AND PETITION.

This matter coming on to be heard upon the joint petition of the parties, Jim Presley, Employee, and John T. Bradford, Employer, for a settlement of all matters of compensation and questions arising thereunder between them, and the same having been read and fully understood, and it appearing therefrom that the allegations of the said petition are true and that the said settlement is in an amount substantially the same as the amounts or benefits stipulated in the provisions of the Workmen's Compensation Law of Alabama, and that it is to the best interest of the employee to accept the sum herein offered by the employer and agreed upon by the employee,

IT IS THEREFORE HEREBY ORDERED AND ADJUDGED that the said settlement, release and petition be and the same are hereby approved, and that the parties conform thereto in all things, and that upon payment to Jim Presley, the said employee, of the further sum of Two Hundred Eighty and 80/100 Dollars (\$280.80) and in addition thereto all hospital, surgical and medical expenses incurred by the said employee to August 30, 1943, but not to exceed Two Hundred Dollars (\$200.00), the said employer and the Hartford Accident and Indemnity Company, a Corporation, his insurance carrier, shall be and they are each hereby relieved of and discharged from any and all liability of every kind and nature to the said Jim Presley, employee.

ORDERED AND ADJUDGED this 23rd day of September, 1943.


Judge.

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VS.

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Employer

IN THE CIRCUIT COURT OF
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AT LAW.

RECEIVED
JAN 10 1964
BALDWIN COUNTY, ALABAMA

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

JIM PRESLEY,

Employee,

VS.

JOHN T. BRADFORD,

Employer.

IN THE CIRCUIT COURT OF
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SETTLEMENT AND PETITION IN THE MATTER OF COMPEN-
SATION FOR INJURY.

Comes Jim Presley, also known as Jim Pressley, the em-
ployee, and John T. Bradford, the employer, being the only parties
interested in the above entitled matter and hereby petition the
Court for approval of the following agreement and settlement, and
agree and represent unto the Court as follows:

1. That they were on to-wit, November 14, 1942, and on
to-wit, April 22, 1943, subject to the provisions of an act of the
Legislature of Alabama entitled "An Act Prescribing the Liability of
an Employer to Make Compensation by Way of Damages for Injuries
Received by an Employee Occasioned by an Accident Arising Out of and
in the Course of his Employment," etc. (Title 26, Sections 253 et.
seq. 1940 Code of Alabama), that the said employee, while in the
employ of the said John T. Bradford, was injured on to-wit, the 14th
day of November, 1942, by an accident arising out of and in the course
of his employment which injury occurred in Baldwin County, Alabama,
while the said employee was engaged in his duty as a laborer in
stacking paperwood on a truck. While carrying out his duties as such
his right wrist was injured when struck by a piece of wood, as a
result of which injury the said employee sustained a probable ten
percent permanent partial disability of the said right wrist after
which the said employee was discharged by an attending physician and
pronounced capable of resuming his regular duties and employment;
that the said employee thereafter resumed his duties as such and work-
ed until on to-wit, April 22, 1943, at which time a saw which was
being used by the said employee hit a stump while he was sawing a
tree thereby forcing the wrist of the right hand back spraining it in
an old injury, as a result of which the said employee sustained an

additional twenty-three and one-third percent probable permanent partial disability of the said right wrist, as a result of the said injuries the said employee will sustain a thirty-three and one-third percent probable permanent partial disability of the said right wrist; that at the time of each of the said injuries the said employee had as dependents a wife and six minor children and was receiving at the time of each of the injuries average weekly wages at the rate of \$18.00.

The said employee was paid by the employer for the first of the said injuries on a basis of ten percent permanent, partial disability of the said wrist, for which the said employer is entitled to credit in this settlement, leaving a balance of twenty-three and one-third percent, which figures thirty-five weeks compensation for the second injury on a basis of \$11.70 per week of which the said employee has been paid eleven weeks or \$128.70, leaving a balance of \$280.80 to be paid to the employee in this settlement in addition to which the employer will pay all hospital, medical and surgical expenses incurred by the employee to date but not to exceed the sum of \$200.00, which said charges shall be paid to the parties to whom they are due, THEREFORE, IT IS HEREBY AGREED between the parties hereto that the said employee is entitled to and shall receive as compensation for all injuries and disabilities resulting from the said accidents the further sum of \$280.80 and in addition thereto all hospital, surgical and medical expenses incurred by the said employee to date hereof but not to exceed \$200.00 shall be paid by the employer to the parties to whom the said amounts are due and upon payment of the said balance of \$280.80 to the said employee and upon the further payment of all hospital, medical and surgical expenses incurred by the employee to date but not to exceed \$200.00 the said employer shall be relieved of and discharged from all further liability of every kind and nature. The employee acknowledges that he has been paid the amounts referred to above and that he has received to date hospital, medical and surgical treatment to the extent and in the manner prescribed by the Compensation Act.

This settlement is substantially in accordance with the

relevant provisions of Title 26, Section 279 of the 1940 Code of Alabama. This settlement represents the payment of the maximum allowance under the Workman's Compensation Law for the injuries sustained. When payment hereunder has been made the employer shall be and is hereby relieved of and discharged from any and all other claims or demands of whatsoever kind and nature on account of the said injuries under the said Workman's Compensation Act or otherwise.

THIS AGREEMENT CONTAINS THE WHOLE AGREEMENT BETWEEN THE PARTIES HERETO AND IS FULLY UNDERSTOOD BY THEM AND EACH OF THEM.

WHEREFORE, the said employee and employer pray that the Court will take jurisdiction of this cause and approve a lump sum payment of the said amount due by the said employer to the said employee.

Executed on this the 30th day of August, 1943.

Jim X Pressley
Employee. Mark

Witnesses to mark of
employee:

Rachelle E. Cawser

Orsa J. Nelson

John T. Bradford
Employer.

J. B. Blackburn
Attorney for Employer and Hartford
Accident and Indemnity Co.
Insurance Carrier.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority within and for said County in said State, personally appeared Jim Pressley, also known as Jim Pressley, to me known to be the identical person described in and who executed the foregoing instrument as Employee, and acknowledged that the same is true and that after hearing the said instrument fully read and with full understanding of the terms and of the effect thereof he executed the same as his free act and deed and for the use and purposes therein expressed and as a full settlement of all claims on account of said injuries.

In Witness Whereof, I have hereunto set my hand and affixed my seal on this the 30th day of August, 1943.

Orsa J. Nelson
Notary Public, Baldwin County, Alabama.

STATE OF ALABAMA

BALDWIN COUNTY

I, J. T. Blackburn, a Notary Public, within and for said County in said State, hereby certify that John T. Bradford, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 30th day of August, 1943.

J. T. Blackburn
Notary Public, Baldwin County, Alabama.

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JIM PRESLEY,

Employee

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Employer

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AT LAW.

*Filed
Sept 21, 1943
R.S. Lucke*

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

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