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McCORVEY, TURNER, ROGERS, JOHNSTONE & ADAMS

ATTORNEYS AT LAW

NINTH FLOOR, MERCHANTS NATIONAL BANK BUILDING

P. O. BOX 1070

MOBILE 6, ALABAMA

GESSNER T. MCCORVEY
BEN D. TURNER
C. M. A. ROGERS
C. A. L. JOHNSTONE, JR.
R. F. ADAMS

JAMES L. MAY, JR.
CHAUNCEY MOORE

May 26, 1949

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

Re: C. I. Dyess
vs. Irby Styron

Dear Mrs. Duck:

A copy of this letter is being sent to Mr. C. I. Dyess so that he will be informed of its contents.

We enclose draft No. 11203, dated May 20, 1949, of Employers Mutual Liability Insurance Company of Wisconsin, payable to Mr. C. I. Dyess in the amount of \$390.83, which amount represents the amount of the agreed judgment rendered in his favor in the above compensation matter which was recently filed in the Circuit Court of Baldwin County, Alabama.

Also enclosed in duplicate is a final settlement receipt, both copies of which are to be signed by Mr. Dyess at the time he is given the draft. It would be appreciated if you would sign your name on each copy as a witness to his signature. Also, please have him cancel the judgment rendered in that compensation matter when the draft is delivered to him. Mr. Dyess will come to your office at his earliest convenience to sign both copies of the final settlement receipt and to cancel the judgment when you give him the draft.

We regret the necessity of asking you to attend to these details for us, but it will enable us to avoid the necessity of coming to Bay Minette at some stipulated time to meet Mr. Dyess there in order to do it. He has stated that it would be more convenient for him to come to your office at his convenience in order to get the draft and accomplish the foregoing.

We assure you we and Mr. Dyess will deeply appreciate your courtesy in this matter, and that your assistance will be of great help to us. A self-addressed, stamped envelope is enclosed for your convenience in returning both copies of the

Page 2.

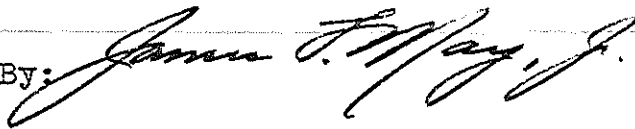
final receipt to us when Mr. Dyess has signed them and has cancelled the judgment.

With the writer's best personal regards, we are,

Yours very truly,

McCORVEY, TURNER, ROGERS, JOHNSTONE & ADAMS

By:



JLM/mj

Encls.

cc: Mr. C. I. Dyess
 Robertsdale, Alabama

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JAMES L. MAY, JR.
CHAUNCEY MOORE

May 13, 1949

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

Re: C. I. Dyess, Employee
Irby L. Styron, Employer

Dear Mrs. Duck:

Yesterday our Mr. Adams conferred by telephone with Judge Mashburn relative to the enclosed petition filed by Mr. Dyess against Mr. Styron, his employer. It is our understanding that the Judge informed Mr. Adams it would not be necessary for either party to be present when the petition is presented to him for his order. Mr. Dyess was present in Mr. Adams' office at the time of that conversation, and the full amount of compensation due Mr. Dyess is reflected in the petition.

It is requested that you please file this petition and present the same to the Judge for his decision. We are today requesting that a draft be sent to us by the insurance company payable to Mr. Dyess in the amount of \$390.83, which amount represents the commuted balance due Mr. Dyess. As soon as this draft is received by us it will be sent to your office, where Mr. Dyess will get the draft and cancel the judgment which is to be rendered against Mr. Styron.

Our firm check payable to you in the amount of \$2.00 to cover the court costs in a consent settlement of this nature, is enclosed. Also enclosed is an additional copy of the petition for the Department of Industrial Relations, Workmen's Compensation Unit, Montgomery, Alabama.

With the writer's best personal regards, we are,

Yours very truly,

MCCORVEY, TURNER, ROGERS, JOHNSTONE & ADAMS

By: *James L. May, Jr.*

JLM/mj
Encls.

ALABAMA & BROTHERHOOD OF AMERICANS

VAL TA SYMBOTTA

AT 1015 N. 10TH AVE. S.W. ALBUQUERQUE, N.M.

ALBUQUERQUE, N.M.

ALABAMA & BROTHERHOOD OF AMERICANS

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**SETTLEMENT, PETITION, PHYSICIAN'S CERTIFICATE, AND JUDGE'S ORDER OF
APPROVAL, UNDER WORKMEN'S COMPENSATION LAW OF ALABAMA**

APPROVED BY CHIEF JUSTICE SUPREME COURT OF ALABAMA, JANUARY 3, 1940

STATE OF ALABAMA,
Baldwin

} ss.

County of _____

IN THE MATTER OF COMPENSATION FOR INJURY

To C. I. Dyess Employee.

Against Irby L. Styron Employer.

SETTLEMENT
AND
PETITION.

The undersigned being the only parties interested in the above entitled matter, hereby petition the Court for approval of the following agreement and settlement, and agree and represent to the Court as follows:

That they are subject to the provisions of the Workmen's Compensation Law of Alabama, as amended. That the said employee, aged 35, residing at Robertsdale,
Alabama, who ~~cannot~~ read and understand the English language, did on the 28th day of February, 1949 on or about 10 o'clock A.M., sustain injury by accident while employed by said employer, which injury occurred ~~at near Rosinton, Alabama~~ Baldwin County, resulting in permanent partial disability of said employee and consisted of
(Specify disability extent and type)
loss of entire right great toe

That said employee was receiving, at the time of injury, wages at the rate of \$ 50.00 per week.

Therefore, it is hereby agreed that the employee is entitled to and shall receive compensation for said injury from the employer beginning March 7, 1949, at the rate of \$ 18.00 per week during disability for 30 weeks payable as follows: Eight weeks of compensation, or \$144.00, has been paid, leaving a remaining commuted balance of \$390.83 due

; all subject to the limitations of said Act, and the employee agrees to give proper receipts for each payment made hereunder.

The employee acknowledges that he has received to date medical and surgical treatment and benefits given by said Act and the employer agrees to continue to furnish the same, if any be necessary, to the extent and in the manner required by said Act. The employee agrees to present himself for examination, or if physically unable to do so, to submit to examination by the physician or physicians designated by the employer, when requested.

This settlement is ~~substantially~~ in accordance with Sections 7550 and 7551 of the 1923 Code of Ala., as amended. When all payments hereunder have been made the employer shall be, and hereby is released from all claims on account of said injury, under said Act or otherwise. This settlement contains the whole agreement between the parties hereto.

Dated at Mobile, Alabama

C. I. Dyess

Employee.

May 12, 1949

Irby L. Styron → Employer.

By

As his attorney

STATE OF ALABAMA,

} ss.

County of Mobile

On this 12th day of May, A. D. 1949, before me, a Notary Public within

and for said County and State, personally appeared C. I. Dyess 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 reading the same or having the same read to him, and with a full understanding of the terms and the 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 said injury



James H. May Jr.
Notary Public, for the State of Alabama at Large
~~County, Alabama.~~

My commission expires on March 1, 1950

(Physician's Certificate on reverse should be executed and signed)

(Physician's Certificate should be executed and signed in each case)

STATE OF ALABAMA,
County of _____ } ss.

PHYSICIAN'S CERTIFICATE

I, _____, residing at _____,
certify that I am a physician duly licensed to practice in the State of Alabama; that I professionally
attended _____, the person described as employee in the
foregoing instrument; that his injury and the nature and extent of his disability are as follows:

Subscribed and sworn to before me this _____
day of _____, 194_____

Notary Public,

County, Alabama.
My commission expires _____

M. D.

STATE OF ALABAMA,
County of Baldwin } ss.

IN THE CIRCUIT COURT.

IN THE MATTER OF COMPENSATION FOR INJURY

To C. I. Dyess Employee.
Against Irby L. Styron Employer.

ORDER
APPROVING SETTLEMENT
AND
PETITION.

Upon reading and filing the foregoing joint petition, agreement, and settlement of the parties, and
being fully advised in the premises, and it appearing that the allegations of said petition are true and
that said settlement is substantially in accordance with the provisions of the Workmen's Compensation
Law of Alabama.

IT IS ORDERED that the said petition, settlement, and release be, and the same hereby are approved,
and that the parties in all things conform thereto.

Dated at Bay Minette, _____, Alabama,
May _____, 1949

J. J. J. Marshall
Judge.

STATE OF ALABAMA

County of Baldwin

CIRCUIT COURT

IN THE MATTER OF COMPENSATION
FOR INJURY

To C. I. Dyess

Employee.

Against

Irby L. Styron

Employer.

SETTLEMENT AND PETITION AND

ORDER APPROVING

DISABILITY

Filed on this 16th day of

May A. D. 1949

at _____ o'clock M. in this office

Adrian J. Duck
Clerk.

By _____
Deputy.

W 1348

SETTLEMENT, PETITION, PHYSICIAN'S CERTIFICATE, AND JUDGE'S ORDER OF
APPROVAL, UNDER WORKMEN'S COMPENSATION LAW OF ALABAMA

APPROVED BY CHIEF JUSTICE SUPREME COURT OF ALABAMA, JANUARY 3, 1940

STATE OF ALABAMA,

County of Baldwin

ss.

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To C. I. Dyess

Employee.

Against Irby L. Styron

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(Specify disability extent and type)
loss of entire right great toe

That said employee was receiving, at the time of injury, wages at the rate of \$ 50.00 per week.

Therefore, it is hereby agreed that the employee is entitled to and shall receive compensation for said injury from the employer beginning March 7, 19 49, at the rate of \$ 18.00 per week during disability for 30 weeks payable as follows: Eight weeks of compensation, or \$144.00, has been paid, leaving a remaining commuted balance of \$390.83 due

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This settlement is ~~not~~ in accordance with Sections 7550 and 7551 of the 1923 Code of Ala., as amended. When all payments hereunder have been made the employer shall be, and hereby is released from all claims on account of said injury, under said Act or otherwise. This settlement contains the whole agreement between the parties hereto.

Dated at Mobile, Alabama

C. I. Dyess

Employee.

May 12, 1949

Irby L. Styron

Employer.

By

N. J. Adams
As his attorney

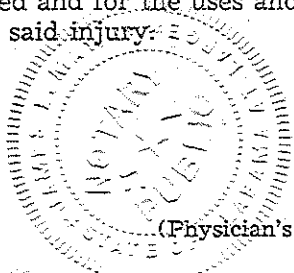
STATE OF ALABAMA,

County of Mobile

ss.

On this 12th day of May, A. D. 1949, before me, a Notary Public within

and for said County and State, personally appeared C. I. Dyess 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 reading the same or having the same read to him, and with a full understanding of the terms and the 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 said injury.



James H. May Jr.
Notary Public, for the State of Alabama at Large

My commission expires on March 1, 1950

(Physician's Certificate on reverse should be executed and signed)

(Physician's Certificate should be executed and signed in each case)

STATE OF ALABAMA,

ss.

PHYSICIAN'S CERTIFICATE

County of _____

I, _____, residing at _____,

certify that I am a physician duly licensed to practice in the State of Alabama; that I professionally attended _____, the person described as employee in the foregoing instrument; that his injury and the nature and extent of his disability are as follows:

Subscribed and sworn to before me this _____ day of _____ 194____

Notary Public,

County, Alabama.
My commission expires _____

M. D.

STATE OF ALABAMA,

ss.

IN THE CIRCUIT COURT.

County of Baldwin

IN THE MATTER OF COMPENSATION FOR INJURY

To C. I. Dyess Employee.
Against Irby L. Styron Employer.

ORDER
APPROVING SETTLEMENT
AND
PETITION.

Upon reading and filing the foregoing joint petition, agreement, and settlement of the parties, and being fully advised in the premises, and it appearing that the allegations of said petition are true and that said settlement is substantially in accordance with the provisions of the Workmen's Compensation Law of Alabama.

IT IS ORDERED that the said petition, settlement, and release be, and the same hereby are approved, and that the parties in all things conform thereto.

Dated at Bay Minette, _____, Alabama,
May _____, 1949

J. Fair J. Mablebury Jr.
Judge.

STATE OF ALABAMA

County of Baldwin

CIRCUIT COURT

IN THE MATTER OF COMPENSATION
FOR INJURY

To C. I. Dyess

Employee.

Against

Irby L. Styron

Employer.

SETTLEMENT AND PETITION AND
ORDER APPROVING
DISABILITY

Filed on this _____ day of _____

A. D. 1949

at _____ o'clock _____ M. in this office

Clerk.

By

Deputy.