

LOREN STEWART,

Plaintiff,

vs

GEORGIA HARDWOOD LUMBER
COMPANY, a corporation, and
GEORGIA-PACIFIC PLYWOOD &
LUMBER CO., a corporation,

Defendants.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW No. 1422

FINDING OF FACT

From the evidence in this case the Court finds the facts to be as follows:

On or about May 6, 1947 the plaintiff, Loren Stewart, suffered an injury while in the employ of the defendant, Georgia Hardwood Lumber Company, a corporation, said injury consisting of a compound fracture of the lower end of the right tibia and fibula with dislocation of his right ankle joint; that said injury was caused by an accident arising out of and in the course of his employment, and at the time of the occurrence of said accident he and said defendant were subject to Part Two of the Alabama Workmen's Compensation Law; that at the time of said injury plaintiff's average weekly earnings were \$43.75; that the defendant, Georgia Hardwood Lumber Company, had due notice of his accident and injury and has paid him compensation at the rate of \$18.00 per week for 113 weeks, and has furnished him medical care and attention at a cost greatly exceeding \$200.00; that the plaintiff has suffered a permanent partial disability consisting of a 100% loss of use of his right leg, for which he would be entitled to compensation at the rate of \$18.00 per week for 175 weeks; of which \$2034.00 as compensation for 113 weeks has been paid; that plaintiff is entitled to compensation for an additional 62 weeks, or the sum of \$1116.00, but is entitled to no additional payments for medical or surgical service or treatment.

The Court further finds that the defendant, Georgia-Pacific Plywood & Lumber Co. was formerly, and at the time of said

accident and injury, Georgia Hardwood Lumber Company.

JUDGMENT

The premises considered, it is ordered, adjudged and decreed by the Court that plaintiff is entitled to have paid by the defendants the sum of \$1116.00 as compensation in full for his injuries suffered in said accident, in addition to the sum of \$2034.00 which has already been paid plaintiff by defendant.

It is further ordered, adjudged and decreed by the Court that the plaintiff shall have and recover from the defendants the sum of \$1116.00 as compensation for said injuries, together with the cost of this cause, for which let execution issue.

Dated this 24th day of October, 1949.

Isaac J. Madbury, Jr.
JUDGE

FILED
OCT 24 1949
U.S. DIST. CT.
S.D. CALIF.

[illegible]

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• 9491, redacted to 700-~~111~~ 21st Street

of William J. Bryant
EDUC:

FILED
OCT 24 1949
ALICE J. DUCK, Clerk



LOREN STEWART,

Plaintiff,

vs

GEORGIA HARDWOOD LUMBER
COMPANY, a corporation, and
GEORGIA-PACIFIC PLYWOOD &
LUMBER CO., a corporation,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

No. 1422

Come the defendants in the above styled cause and
for answer to plaintiff's complaint plead and say as follows:

The defendants admit the allegations of paragraph
numbered 1 in the complaint.

The defendants admit the allegations of paragraph
numbered 2 and aver that they were not due plaintiff any
compensation so long as he refused to have the recommended
operation, and aver that, his permanent partial loss of use of
his foot and ankle having become stationary and fixed at 60%,
they have already paid him more compensation than he is
entitled to receive under the terms of the Workmen's Compensation
Law.

Defendants admit the allegations of paragraph numbered
3 of the complaint, and aver, that while they have already paid
medical expenses incurred by the plaintiff as a result of the
injury made the basis of this suit amounts greatly in excess of
the \$200.00 liability imposed upon them by law, and while they
contend plaintiff is entitled to no further compensation, as
they have already paid him more than he would be entitled to
receive whether his disability be figured on 60% loss of use of
his foot or 60% loss of use of his leg, they stand ready, able
and willing to pay such additional compensation, if any, as the

Court may find to be due the plaintiff, and consent that all such compensation, if any, as they may be found to be due the plaintiff may be ordered paid in a lump sum as requested by plaintiff, without deduction on a commuted basis for payment in a lump sum in advance of the dates due.

W. C. Jones, James R. Jones, J. H. Jones, R. F. Adams
Attorneys for Defendants

State of Alabama
Mobile County

Personally appeared before me, Grace L. Pugh
a Notary Public in and for said county in said state, R. F. Adams,
who is known to me, and who being by me first duly sworn deposes
and says that he is one of the attorneys for the compensation
insurance carrier of the above named defendants, that he is
informed and believes, and on such information and belief says,
that the statements of fact contained in the foregoing answers
are true and correct.

R. F. Adams

Sworn to and subscribed before me
on this the 24th day of October, 1949.

Grace L. Pugh
Notary Public, Mobile County, Alabama

10-24-49
MOBILE COUNTY, ALA.
GRACE L. PUGH
NOTARY PUBLIC

LOREN STEWART,

Plaintiff,

vs

GEORGIA HARDWOOD LUMBER
COMPANY, a corporation, and
GEORGIA-PACIFIC PLYWOOD &
LUMBER CO., a corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW No. 1422

1. Plaintiff alleges that the defendant, Georgia-Pacific Plywood & Lumber Co., a corporation, was formerly Georgia Hardwood Lumber Company; that he is a resident of Mobile County, Alabama, and while employed by the defendant, Georgia Hardwood Lumber Company, a corporation, at the plant of said defendant at Steelwood, in Baldwin County, Alabama, on, to-wit, the 6th day of May, 1947, was injured; that said injury was caused by an accident arising out of and in the course of his employment, and at the time of the occurrence of said accident he and the defendant were subject to Part Two of the Alabama Workmen's Compensation Law.

2. Plaintiff further avers that he was at the time of his said injury earning an average weekly wage of \$43.75; that said Georgia Hardwood Lumber Company had due notice of his accident or injury and has paid him compensation for 113 weeks temporary total disability, and has furnished him at its expense medical care and attention at a cost greatly exceeding \$200.00; that no compensation payment has been made to plaintiff since August 19, 1949 although plaintiff is still wholly unable to use his right leg. Prior to said August 19, 1949 plaintiff was advised by Dr. Stephens, who has been treating his ankle, and by Dr. Hannon, who was called in as a consultant, that he should have another operation to his ankle, which, in their opinion,

1. What is the main purpose of the document?
 2. What are the key findings of the study?
 3. What are the implications of the findings?
 4. What are the limitations of the study?
 5. What are the conclusions of the study?
 6. What are the recommendations of the study?
 7. What are the future research directions?
 8. What are the acknowledgments?
 9. What are the references?
 10. What are the appendices?

[illegible]

would reduce his permanent loss of use of his right leg from approximately 60% to approximately 33 1/3%, but plaintiff did not feel himself physically able to undergo another operation on said ankle, and refused to have said operation.

3. Plaintiff avers that he has been permanently injured and rendered permanently less able to perform the kind and character of work that he previously performed. He further avers that the nature of the said accident causing his said injury and the nature of his said injury were as follows:

While helping repair a broken conveyor chain the chain gave way as he pulled on it, causing him to fall to the ground, as a result of which he suffered a compound fracture of the lower end of his right tibia and fibula with dislocation of his right ankle joint.

WHEREFORE, plaintiff brings suit for recovery of \$1116.00, representing compensation at \$18.00 per week for an additional 62 weeks, as plaintiff alleges he has suffered a total loss of use of his right leg.

Loren Stewart
Plaintiff

State of Alabama
Mobile County

Personally appeared before me, R. F. Adams, a Notary Public in and for said State at Large, Loren Stewart, who is known to me, and who being by me first duly sworn, deposes and says that the allegations contained in the foregoing complaint are true.

Loren Stewart

Subscribed and sworn to
before me by Loren
Stewart on this the 24
day of October, 1949.

R. F. Adams
Notary Public, State of Alabama at Large

FILED

OCT 24 1949

STATE OF ALABAMA

would reduce his permanent loss of use of his right leg from approximately 60% to approximately 33 1/3%, but plaintiff did not feel himself physically able to undergo another operation on said ankle, and refused to have said operation.

3. Plaintiff avers that he has been permanently injured and rendered permanently less able to perform the kind and character of work that he previously performed. He further avers that the nature of the said accident causing his said injury and the nature of his said injury were as follows:

While helping repair a broken conveyor chain the chain gave way as he walked on it, causing him to fall to the ground, as a result of which he suffered a compound fracture of the lower end of his right tibia and fibula with dislocation of his right ankle joint.

WHEREFORE, plaintiff brings suit for recovery of \$115.00, representing compensation at \$15.00 per week for an additional 82 weeks, as plaintiff alleges he has suffered a total loss of use of his right leg.

James B. Stewart
Plaintiff

State of Alabama
Mobile County

Personally appeared before me, E. F. Adams, a Notary Public in and for said State of Alabama, James B. Stewart, who is known to me, and being by me duly sworn, deposes and says that the allegations contained in the foregoing complaint are true.

James B. Stewart

Subscribed and sworn to before me by James B. Stewart on this 24 day of October, 1949.

Notary Public, State of Alabama at Large

FILED
OCT 24 1949
ALICE J. DUCK, Clerk

STATEMENT
FOLEY HARDWARE COMPANY

114 WEST LAUREL AVE.

FOLEY, ALABAMA 36535

PHONE 943-6121

- *G.S. Jackson*

Bear Point Land Sales Inc.

Gen. Del.

Orange Beach, Al

36561

ALL ACCOUNTS DUE AND PAYABLE BY THE 10th OF THE MONTH FOLLOWING DATE OF PURCHASE

PLEASE RETURN THIS STUB WITH YOUR REMITTANCE

DATE	REFERENCE	CHARGES	CREDITS	BALANCE
June 3, 1975		BALANCE FORWARD		142.97 •
AUG 30 '76 SC		25.73		168.70 •
A carrying charge of 1.5% per month will be added beginning the 1st. of the following month. This equal to 18% per year.				

"HERE TO HELP SATISFY THE NEED OF OUR PROSPEROUS COUNTY"

FOLEY HARDWARE COMPANY

AFFIDAVIT OF ITEMIZED ACCOUNT

MOORE Prtg. Co., Bay Minette

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Before me, the undersigned Notary Public, in and for said County, and State, personally appeared DANIEL BOONE (Affiant) who, being by me duly sworn, deposes and says, that he is the OWNER (Officer of Company, President, Secretary, etc.) for the firm of FOLEY HARDWARE COMPANY (Name of Company); that he has knowledge of the annexed statement of account of said firm against A. S. JACKSON, BEAR POINT LAND SALES INC. (Debtor) and that it is just, true and correct; that there is now due on said account, the sum of \$ 168.70 with interest from the 3RD day of JUNE, 19 75, after allowing all just credits.

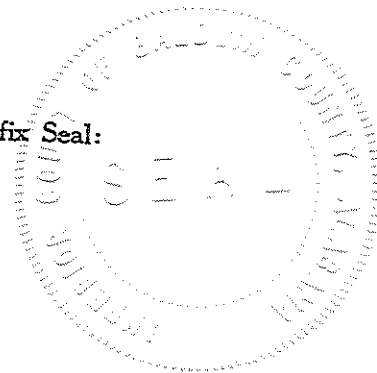
(Affiant)

Sworn to and subscribed before me on this

27TH day of SEPTEMBER, 19 76.

Notary Public

Affix Seal:



SUMMONS AND COMPLAINT

Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

IN THE INFERIOR COURT OF
BALDWIN COUNTY

To Any Lawful Officer of Said County, Greetings:

Summon A. S. JACKSON, BEAR POINT LAND SALES, INC.
30 DAYS FROM DATE OF SERVICE
to appear before me on or before the ~~XXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXX~~ next, at my office
in ROBERTSDALE Baldwin County, Alabama, to answer the complaint of
NON-PAYMENT OF DEBT

and then and there make a return of this summons.

Issued the 27TH day of SEPTEMBER 19 76

[Signature]

Judge

COMPLAINT

DANIEL BOONE
FOLEY HARDWARE COMPANY
114 WEST LAUREL AVE
FOLEY, LA. 36535

Plaintiff

VS.

A. S. JACKSON
BEAR POINT LAND SALES INC.
GEN. DEL.
ORANGE BEACH, ALA. 36561

Defendant

The Plaintiff claims of the Defendant the sum of 168.70 Dollars

DUE FROM JUNE 3RD, 1975, BY ACCOUNT FOR MERCHANDISE

~~RECEIVED, TO-WIT: ON THE 27 DAY OF SEPTEMBER, 19 76~~

~~WHICH SUM OF MONEY, WITH THE INTREST THEREON, IS STILL UNPAID.~~

THE ACCOUNT SUED ON IS EVIDENCED BY AN ITEMIZED STATEMENT
OF ACCOUNT FILED HEREWITH.

THE DEFENDANT MAY BE SERVED
AT GEN. DEL., ORANGE BEACH, A.A.,

[Signature]

Plaintiff's Attorney

RECEIVED

SEP 30 1976

THOMAS H. BENTON
Executed by personal service and notice

of Garnishment

A. S. Jackson

this 4 day of Oct. 1976

Constable

By *T. C. Myrick* D. C.

Sheriff Claimed 120 Miles At
Fourteen Cents Per Mile Total \$16.80

THOMAS H. BENTON, SHERIFF

T. C. Myrick D. C.

Orange Beach Ala.

No. _____

Page _____

THE STATE OF ALABAMA

Baldwin County

Inferior Court

BALDWIN COUNTY

Term, 19____

SUMMONS AND COMPLAINT

Daniel B. Stone
FOLEY HARDWARE COMPANY

114 WEST LAUREL AVE

FOLEY, ALA. 36535

Plaintiff

Vs.

A. S. JACKSON

BEAR POINT LAND SALES INC.

GEN DEL

ORANGE BEACH, ALA. 36561

Defendant

The Defendant is hereby notified that
Writ of Garnishment has been served on

Judge

Location: _____

STATE OF ALABAMA
Baldwin County

In the Inferior Court of Baldwin County

ROBERTSDALE Ala.
OCTOBER 5, 19 76

DANIEL BOONE, d/b/a
FOLEY HARDWARE COMPANY
114 WEST LAUREL AVE
FOLEY, ALA.

Plaintiff

Vs.

A. S. JACKSON
BEAR POINT LAND SALES, INC.
GEN. DEL.
ORANGE BEACH, ALA.

Defendant

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

NOV 19 1976 8AM

and that no tax was collected. Recorded in

Book 24
Page 402
Judge of Probate

By

I, GEORGE P. THAMES

Judge, Inferior Court

Baldwin County, Alabama, do hereby certify that on the 5TH day of OCTOBER, 19 76

a judgment was rendered by said Court in the above stated cause, wherein

DANIEL BOONE, d/b/a FOLEY HARDWARE COMPANY

was Plaintiff and A. S. JACKSON, BEAR POINT LAND SALES, INC.

was Defendant, in

favor of the said Plaintiff and against said Defendant for the sum of \$168.70

Dollars,

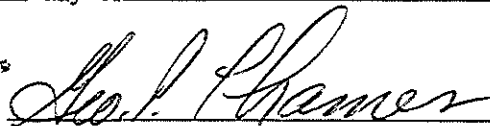
and also for the sum of \$30.80 Dollars,

the cost in said suit, and that

are the Attorneys of record for the Plaintiff

in said cause.

Witness my hand this the 5th day of OCTOBER, 19 76



Judge

Baldwin County, Ala.

BOOK 24 PAGE 702

STATE OF ALABAMA

Baldwin County

CERTIFICATE OF JUDGMENT

Plaintiff

vs.

Defendant

MOORE Prtg. Co., Bay Minette

George P. Thomas
P.O. Dr. 680
Ridgely

R. 1. 50



STATE OF ALABAMA
Baldwin County

In the Inferior Court of Baldwin County

ROBERTSDALE Ala.

OCTOBER 5, 19 76

DANIEL BOONE, d/b/a
FOLEY HARDWARE COMPANY
114 WEST LAUREL AVE
FOLEY, ALA.

Plaintiff

Vs.

A. S. JACKSON
BEAR POINT LAND SALES, INC.
GEN. DEL.
ORANGE BEACH, ALA.

Defendant

I, GEORGE P. THAMES, Judge, Inferior Court
Baldwin County, Alabama, do hereby certify that on the 5TH day of OCTOBER, 19 76
a judgment was rendered by said Court in the above stated cause, wherein

DANIEL BOONE, d/b/a FOLEY HARDWARE COMPANY

was Plaintiff and A. S. JACKSON, BEAR POINT LAND SALES, INC.
was Defendant, in

favor of the said Plaintiff and against said Defendant for the sum of \$168.70

Dollars,

and also for the sum of \$30.80 Dollars,

the cost in said suit, and that

are the Attorneys of record for the Plaintiff
in said cause.

Witness my hand this the 5th day of OCTOBER, 19 76

Geo. P. Thames Judge

Baldwin County, Ala.

STATE OF ALABAMA
Baldwin County

CERTIFICATE OF JUDGMENT

Plaintiff

vs.

Defendant

MOORE Prtg. Co., Bay Minette

November 16, 1976

Taylor, Benton & Irby
Attorneys at Law
P. O. Box 471
Fairhope, Alabama 36532

RE: DANIEL BOONE, d/b/a
FOLEY HARDWARE COMPANY
VS
A. S. JACKSON and
BEAR POINT LAND SALES, INC.

ATTENTION: Mr. Lloyd Taylor

Dear Mr. Taylor:

Mr. A. S. Jackson answered the complaint in person, confirmed the validity of the account and stated that he had no means with which to satisfy the claim.

Mr. Jackson inquired about the procedure of the Court at that time and the Court explained to Mr. Jackson that judgement would be rendered in favor of the Plaintiff and a civil execution would be issued.

Judgement was rendered on October 5, 1976, a civil execution prepared to be delivered to the Sheriff's office for execution.

Has your Client, Mr. A. S. Jackson, made restitution in the cause?

I am not clear on your answer.

Respectfully yours,

GEORGE P. THAMES
Judge, Inferior Court

GPT:jal

TAYLOR, BENTON & IRBY

ATTORNEYS AT LAW
305 NORTH SECTION STREET
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

LLOYD E. TAYLOR
DANIEL A. BENTON
SAM W. IRBY
W. KENNETH GIBSON

November 15, 1976

TELEPHONE
AREA CODE 205
928-0282

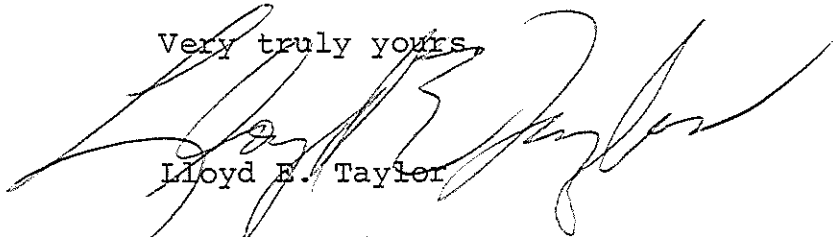
Judge George P. Thames
Inferior Court of Baldwin County
Robertsdale, AL 36567

Dear Judge Thames:

Enclosed please find an Answer with reference to the
Complaint filed by Daniel Boone against A. S. Jackson
and Bear Point Land Sales, Inc.

In the event a judgment has already been entered with
reference to this matter please advise as it is apparent
that the Complaint has been issued for some period of
time and this matter has just been referred to me.

Very truly yours,



Lloyd E. Taylor

LET/w
Enc. as noted above.

DANIEL BOONE, d/b/a
FOLEY HARDWARE COMPANY

Plaintiff,

vs.

A. S. JACKSON and
BEAR POINT LAND SALES,
INC.

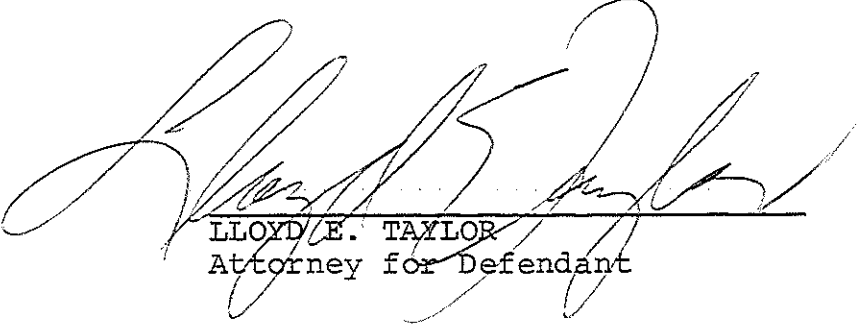
Defendant

IN THE INFERIOR COURT OF
BALDWIN COUNTY, ALABAMA

A N S W E R

Comes now the Defendants in the above styled cause
and for Answer to the Complaint heretofore filed says as
follows:

1. Not Guilty.
2. The Defendant is not indebted to the Plaintiff.



LLOYD E. TAYLOR
Attorney for Defendant

CIVIL EXECUTION

THE STATE OF ALABAMA }
Baldwin County

IN THE INFERIOR COURT OF
BALDWIN COUNTY

TO ANY LAWFUL OFFICER OF THE COUNTY OF BALDWIN:

You are hereby commanded, of the goods and chattels of F. S. JACKSON, BEAR POINT LAND
SALES, INC.

you make the sum of

168.70

Dollars, which DANIEL BOONE, d/b/a FOLEY HARDWARE

recovered before me, of him, on the 5TH day of OCTOBER 1976, besides

\$30.80

Dollars, his costs; and make return to me on the

14 TH

day of JANUARY, 1977, next, at

how you have executed this writ.

Witness my hand this, the 8TH day of DECEMBER, 1976

Judge

Execution must be made returnable not less than twenty nor more than sixty days from the date of its issue.

Court Fees	AMOUNT	SHERIFF'S FEES	AMOUNT	
Summons and proceedings thereon to judgment, if judgment be for less than \$50.00	\$ 50	For levying an attachment.....	\$ 3 00	
Same services if judgment be for more than fifty dollars	1 00	Entering and returning attachment	25	
Each warrant in a qui tam action, and proceedings thereon to judgment	1 00	Summoning garnishee and making return.....	1 50	
Subpoena, for each witness	15	Serving summons on writ.....	1 50	
Execution and taxing costs thereon	50	Serving notice Scire Facis or notice in the nature thereof, and returning same.....	1 50	
Attachment bond and affidavit	1 50	Serving	Subpoenas	65
Summoning garnishee and taking examination in all cases in which the answer is for not more than fifty dollars	50	Collecting Cost Executions	1 50	
Same services, in all cases in which the answer is for over fifty dollars	75	Executing a writ of possession.....	5 00	
Issuing each attachment	50	Taking and approving bonds.....	1 00	
Each appeal or certiorari, including bond and certificate of proceedings	1 00	Commissions		
Every other bond	50	 and return		
Administering an oath and certifying same.....	25	Witness Fees		
Every necessary certificate not otherwise provided for	50			
Docketing each cause.....	10			
Judgment on forthcoming stay, or replevin bond ...	50			
Each judgment in a summary proceeding.....	75			
Transcript of proceedings other than on appeal or certiorari	50			
Issuing venire facias	50			
Attending trial of right of property.....	1 00			
Taking and certifying acknowledgments or probates of deeds or other conveyances.....	50			
Each scire facias or notice in the nature thereof ...	50			
Making return of certiorari, other than in cases of forcible entry and unlawful detainer.....	50			
Every summons in cases of forcible entry and detainer and unlawful detainer.....	50			
Administering oath or affirmation in such cases ...	10			
Entering judgment in such cases.....	25			
Each trial in such cases.....	2 00			
Each writ of restitution in such cases.....	25			
Return on appeal or certiorari in such cases.....	1 00			
Celebrating rites of matrimony.....	1 50			
For issuing each writ of detinue	50			

No. _____

THE STATE OF ALABAMA
Baldwin County

INFERIOR COURT

Vs.

Plaintiff _____

Defendant _____

CIVIL EXECUTION

Judgment for _____ for \$ _____

Interest from _____ 19 _____

to _____ 19 _____ \$ _____

Damages _____ \$ _____

Costs _____ \$ _____

Total \$ _____

Civil Fee Book _____ Page _____

Execution Docket _____ Page _____

Filed _____ 19 _____

Judge _____

Plaintiff's Attorney _____

Defendant's Attorney _____

COLLECT COST FROM

The State of Alabama,
BALDWIN COUNTY

I hereby certify that the within Judgment
and Costs in this case are correct, and there
was a waiver of exemption as to personal
property under the Constitution and Laws of
Alabama.

This _____ day of _____ 19 _____

Judge _____

RECEIVED IN OFFICE

_____, 19 _____

Sheriff.

Sheriff's Execution Docket, Page _____

Sheriff's Fee Book - - Page _____

The State of Alabama,

Baldwin County

By virtue of the within execution, I have, at _____ o'clock, P. M., this _____ day of _____ 19 _____, levied

_____ day of _____ 19 _____

_____ paid direct to _____

_____ o'clock, P. M., this _____ day of _____ 19 _____

_____ 19 _____, levied

_____ paid direct to _____

_____ o'clock, P. M., this _____ day of _____ 19 _____

_____ 19 _____, levied

_____ paid direct to _____

Sheriff.

CIVIL EXECUTION

THE STATE OF ALABAMA {
Baldwin County }

IN THE INFERIOR COURT OF
BALDWIN COUNTY

TO ANY LAWFUL OFFICER OF THE COUNTY OF BALDWIN:

You are hereby commanded, of the goods and chattels of S. JACKSON, BEAR POINT LAND
SALES, INC. you make the sum of

168.70 Dollars, which DANIEL BOONE, d/b/a FOLEY HARDWARE
recovered before me, of him, on the 5TH day of OCTOBER 1976, besides
\$30.80 Dollars, his costs; and make return to me on the

14TH day of JANUARY, 1977, next, at _____
how you have executed this writ.

Witness my hand this, the 8TH day of DECEMBER, 1976
Geo. P. James Judge

Execution must be made returnable not less than twenty nor more than sixty days from the date of its issue.

Court Fees	AMOUNT	SHERIFF'S FEES	AMOUNT
Summons and proceedings thereon to judgment, if judgment be for less than \$50.00	\$ 50	For levying an attachment	\$ 3 00
Same services if judgment be for more than fifty dollars	1 00	Entering and returning attachment	25
Each warrant in a qui tam action, and proceedings thereon to judgment	1 00	Summoning garnishee and making return	1 50
Subpoena, for each witness	15	Serving summons on writ	1 50
Execution and taxing costs thereon	50	Serving notice Scire Facis or notice in the nature thereof, and returning same	1 50
Attachment bond and affidavit	1 50	Serving	65
Summoning garnishee and taking examination in all cases in which the answer is for not more than fifty dollars	50	Collecting Cost Executions	1 50
Same services, in all cases in which the answer is for over fifty dollars	75	Executing a writ of possession	5 00
Issuing each attachment	50	Taking and approving bonds	1 00
Each appeal or certiorari, including bond and certificate of proceedings	1 00	Commissions	
Every other bond	50	 and return	
Administering an oath and certifying same	25	Witness Fees	
Every necessary certificate not otherwise provided for	50		
Docketing each cause	10		
Judgment on forthcoming stay, or replevin bond	50		
Each judgment in a summary proceeding	75		
Transcript of proceedings other than on appeal or certiorari	50		
Issuing venire facias	50		
Attending trial of right of property	1 00		
Taking and certifying acknowledgments or probates of deeds or other conveyances	50		
Each scire facias or notice in the nature thereof	50		
Making return of certiorari, other than in cases of forcible entry and unlawful detainer	50		
Every summons in cases of forcible entry and detainer and unlawful detainer	50		
Administering oath or affirmation in such cases	10		
Entering judgment in such cases	25		
Each trial in such cases	2 00		
Each writ of restitution in such cases	25		
Return on appeal or certiorari in such cases	1 00		
Celebrating rites of matrimony	1 50		
For issuing each writ of detinue	50		

981-4452 ✓ 99(7)

No. _____

THE STATE OF ALABAMA
Baldwin County

INFERIOR COURT

Daniel Boone

Vs.

Plaintiff

R. S. Jackson

Gen. Del.

Orange Beach

Defendant

CIVIL EXECUTION

Judgment for _____ for \$ _____

Interest from _____ 19 _____

to _____ 19 _____ \$ _____

Damages _____ \$ _____

Costs _____ \$ _____

Total \$ _____

Civil Fee Book _____ Page _____

Execution Docket _____ Page _____

Filed _____ 19 _____

Judge

Plaintiff's Attorney

Defendant's Attorney

COLLECT COST FROM

The State of Alabama,
BALDWIN COUNTY

I hereby certify that the within Judgment and Costs in this case are correct, and there was a waiver of exemption as to personal property under the Constitution and Laws of Alabama.

This _____ day of _____ 19 _____

Judge

RECEIVED IN OFFICE

DEC 10 1976

THOMAS H. BENTON
SHERIFF

Sheriff.

Sheriff's Execution Docket, Page _____

Sheriff's Fee Book - - Page _____

The State of Alabama,
Baldwin County

By virtue of the within execution, I have, at _____ o'clock, *P*, M., this _____ day of _____ 1977, *executed by Collection #1338*

from Reft. forwarding \$153.00 Judgment to the Court. \$30.80 Court Cost. Copy forwarded to the Clerk of Circuit Court. first half of Judgment paid direct to pty.

T. C. Wyrick, D.S.

Thomas H. Benton Sheriff.

L. to Reft. 1-12-77

DR. W. C. STEPHENS
ORTHOPEDIC SURGERY
331-4-5 FIRST NATIONAL BANK BUILDING
MOBILE 13, ALABAMA

September 27, 1949

Mr. R.F. Adams, Atty.,
P.O.Box 1070,
Mobile, Alabama.

Re: Loren Stewart

Dear Sir:

Pursuant to our telephone conversation I hereby give you my report on the above captioned individual.

It is my opinion that Mr. Loren Stewart has a 60% permanent disability of the right ankle and foot. This disability could be decreased by an ankle fusion which would require one week hospitalization and approximately nine to twelve months disability thereafter. After this operative procedure (Arthrodesis) this individual would still have at least 33 1/3% disability of the right ankle and foot.

I have treated Mr. Stewart since May 6, 1947 for a very severe compound fracture of the lower end of the right tibia and fibula, with complete dislocation of the ankle joint. This joint was filled with grass, dirt and debris. I have made every attempt to correct this deformity, but due to the infection, the lack of new bone formation and the absorption of bone, both from the tibia and bone graft, each procedure that I have attempted has failed. I have had him in City Hospital on five different occasions. He was first admitted May 5, 1947, and remained until May 22, 1947. He returned to the hospital September 3, 1947, remaining this time until September 16, 1947. He was admitted again October 20, 1947 to October 27, 1947 and again from March 31, 1948 until his discharge on April 7, 1948. On September 5, 1948 he was admitted and remained until September 15, 1948, making a total of 54 hospital days. He has had five operations, has been in my office on sixty different occasions and has had seven X-Rays made. Consequently his bill amounts to a great deal. It is my opinion that you and I should talk this matter over and thereby come to some agreeable terms in regard to settlement.

Thanking you very much for your co-operation, I remain,

Yours very truly,

W.C. Stephens
W.C. Stephens, M.D.

WCS:wfr

DR. WILLIAM C. HANNON
MOBILE, ALABAMA

September 8, 1949

Mr. Robert F. Adams,
Merchants National Bank Bldg.,
Mobile, Ala.

Re: Stewart, Loren
Georgia Hardwood Company

Dear Sir:

In compliance with your request over the phone I am herewith sending you a copy of the original report we sent Dr. Stephens on the above named patient. I would appreciate very much if you would have your stenographer make a copy of this and return the enclosed copy to me for my file.

Mr. Stewart reported in on August 31st and my findings are about the same as the original report. The man does have a temporary total disability. I will attempt to give you his disability rating the best I can, and presume that you want it of the leg, as the ankle involves the leg, and am making the interpretation along that line.

Disability - A permanent partial disability of the right leg (ankle and foot) of 56%.

The man, in my opinion, can never return to his work as a millright in his present condition with any degree of satisfaction and it may be said in this respect he is probably totally disabled. In other types of endeavor which is not of laborious activity it approaches the 56% above.

I feel that he could receive considerable improvement by the necessary surgery and discussed this with him but do not think the man wants any surgery as he has had several operations by Dr. Stephens. It seems to me now that a reconstructive operation of his ankle would certainly be of considerable value.

I arrived at the disability on this man on three factors and will outline it briefly to substantiate the opinion. The disability is reached on:

Contour - to which we give 20% and for which I feel he is 50% off, which equals 10%.

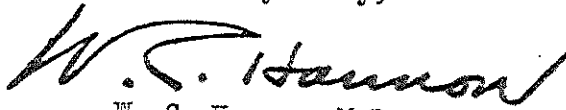
Union - to which we give 20% and in that he has a union in bad position and not complete we take off 50% which is 10%.

Function - to which we give 60%, is off 60% which gives 36%.

The total of the three above is 56%. Please interpret this as meaning ordinary activity. Note above that, in my opinion, he has a disability in doing any heavy laborious work.

It is possible that other physicians may give a higher rating. The man really has considerable disability.

Yours very truly,

A handwritten signature in dark ink, appearing to read "W. C. Hannon". The signature is fluid and cursive, with a large, sweeping "W" and a long, trailing "H".

W. C. Hannon, M.D.

WCH:DM