

**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.

IN THE MATTER OF COMPENSATION FOR INJURY

To IRVIN P. CRAFT

Employee.

Against RUFFLES COMPANY, INC

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 38, residing at Fairhope, Baldwin County

Alabama, who ~~cannot~~ can read and understand the English language, did on the 23, 24 & 25th day of August 19 51 on or about _____ o'clock _____ M., sustain injury by accident while employed by said employer, which injury occurred at Fairhope, Alabama resulting in a back injury causing 20% permanent partial disability of said employee and consisted of

(Specify disability extent and type)
1. Protruding 4th intervertebral disc. 2. Ankylosis, bony, of 4th and 5th lumbar and sacrum.

That said employee was receiving, at the time of injury, wages at the rate of \$ 84.58 per week.

Therefore, it is hereby agreed that the employee is entitled to and shall receive compensation for said injury from the employer beginning January 7 19 52, at the rate of \$ 11.00 per week during disability already paid for 300 weeks payable as follows: 14 weeks temporary total/@ \$21 per week, total \$294.00; 12 weeks temporary partial/@ \$13.27 per week; making a total of \$453.24 already paid for 36 weeks; 274 weeks @ 11.00 per week yet to be paid, the commuted value of which at 4%, is \$2893.44; 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 278 and 279 of the 1940 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 Fairhope, Alabama

February 25, 19 53

Irvin P. Craft

Employee.

Ruffles Co. Inc.

Employer.

By W. R. Ruffles

STATE OF ALABAMA,

County of Baldwin } ss.

On this 25 day of February, A. D. 1953, before me, a Notary Public within

and for said County and State, personally appeared Wm. R. Ruffles and Irvin P. Craft 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.

W. R. Ruffles

Notary Public, Baldwin County, Alabama.

My commission expires 3/16/54

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

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

STATE OF ~~ALABAMA~~ FLORIDA

County of ESCAMBIA

ss.

PHYSICIAN'S CERTIFICATE

I, W. J. NEWCOMB, residing at 1206 N. Palafox St.,
Pensacola, Florida
certify that I am a physician duly licensed to practice in the State of Florida that I professionally
attended Irvin Craft, the person described as employee in the
foregoing instrument; that his injury and the nature and extent of his disability are as follows:

1. Protruding 4th Intervertebral disc. 2. Ankylosis, bony, of 4th and
5th lumbar and sacrum. 20% permanent partial disability.

Subscribed and sworn to before me this 24th
day of February 1953.

Escambia

Notary Public,
FLORIDA
County, Alabama.

My commission expires 6-29-53

W. J. Newcomb M. D.

STATE OF ALABAMA,

County of BALDWIN

ss.

IN THE CIRCUIT COURT.

IN THE MATTER OF COMPENSATION FOR INJURY

To IRVIN P. CRAFT

Employee.

Against RUFFLES COMPANY, INC.

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,

March 5, 1953

Hubert M. Tace

Judge.

7201935
RECORDED

STATE OF ALABAMA

County of

BALDWIN

CIRCUIT COURT

IN THE MATTER OF COMPENSATION
FOR INJURY

To IRVIN P. CRAFT

Employee.

Against RUFFLES COMPANY, INC.

Employer.

SETTLEMENT AND PETITION AND

ORDER APPROVING

DISABILITY

Filed on this 5th day of

March A. D. 1953

at _____ o'clock M. in this office

Alvige J. French
Clerk.

By _____
Deputy.