

McCORVEY, TURNER, ROGERS, JOHNSTONE & ADAMS

ATTORNEYS AT LAW

NINTH FLOOR, MERCHANTS NATIONAL BANK BUILDING

TELEPHONE 3-6556 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
ALEX T. HOWARD, JR.

September 1, 1953

2063

Mrs. Alice J. Duck, Clerk
Bay Minette, Alabama

Dear Mrs. Duck:

In re: Workmen's Compensation Settlement -
Raymond Wilson vs. Charles B. Cummins

We have paid the amount of the judgment in this case directly to the injured employee, Raymond Wilson, and will greatly appreciate it if you will attach the enclosed final settlement receipt to the copy of the judgment in your files, and indicate on the judgment itself that it has been paid, as evidenced by his attached receipt, in event the two should ever become separated.

With appreciation and personal regards, I am,

Sincerely yours,



RFA:mah
Encls.

STATE OF ALABAMA
DEPARTMENT OF INDUSTRIAL RELATIONS
WORKMEN'S COMPENSATION UNIT
MONTGOMERY

COMPENSATION SETTLEMENT RECEIPT

NOTICE TO EMPLOYEES OR DEPENDENTS: This receipt shows total payment of compensation for disability period shown below.

RECEIVED OF Charles B. Cummins Fairhope, Alabama
Employer Address

the sum of Two Hundred Eleven----- Dollars and Twelve Cts. (\$211.12)
being the total payment of compensation due under the Alabama Workmen's Compensation Act, as amended through 1940, for disability period shown below, for all injuries received by-----

Raymond Wilson on or about the 16th day of
Employee

November, 19 52

INJURIES WERE AS FOLLOWS:

Strangulated right femoral hernia

BASIS OF SETTLEMENT

Average weekly wage \$24.71 Rate per cent 65 % Amount weekly compensation \$16.24

My disability began on the 17th day of November 19 52

I was able to return to work on the 21st day of February, 19 53

Compensation was paid for the period from November 23, 1952 to February 22, 1953
Inclusive Exclusive

Number of weeks and/or days compensated for 13 weeks no days.

SIGN IN INK

Raymond Wilson
Employee or Dependent

Street Address

Street Address

City

City

Date August 29, 1953 Witness Horace G. Haues

STATEMENT OF EMPLOYER OR INSURANCE COMPANY

Date of first payment of compensation Judgment by Court - August 18, 1953

Amount paid on this case for medical, hospital, etc. \$500.00 Burial Expenses \$-----

Report of this accident has (has not, copy attached) been filed with the Workmen's Compensation Division as required by Section 266 of the 1940 Code of Alabama.

W. A. Adam
Adjuster-
attorney

Great American Indemnity Company
Employer or Insurance Co.

Date August 20, 1953

2063

**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 Raymond Wilson

Employee.

SETTLEMENT
AND
PETITION.

Against Charles B. Cummins

Employer.

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 about
ed. That the said employee, aged 50, residing at Fairhope, Alabama
~~can~~
Alabama, who can not read and understand the English language, did on the 16th day of
November, 1952 on or about 3:00 o'clock P. M., sustain injury by accident while
employed by said employer, which injury occurred at Fairhope, Alabama resulting in
a temporary total disability of said employee and consisted of
(Specify disability extent and type)
a strangulated right femoral hernia

That said employee was receiving, at the time of injury, wages at the rate of \$ 24.71 per week.

Therefore, it is hereby agreed that the employee is entitled to and shall receive compensation for said injury from the employer beginning November 23, 1952, at the rate of \$ 16.24

per week ~~during disability~~ payable as follows: In a lump sum of \$211.12
for 13 weeks

; 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 in full 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 Fairhope, Alabama

Employee.

August, 1953

CHARLES B. CUMMINS

Employer.

By

R. E. Adams
As Attorney for Great American Indemnity Company, his Compensation Insurance Carrier

STATE OF ALABAMA,

County of Baldwin

ss.

On this 14 day of August, A. D. 1953, before me, a Notary Public within

and for said County and State, personally appeared Raymond Wilson 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.

Florence G. Thomas

Notary Public, Baldwin County, Alabama.

My commission expires May 1954

(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 Baldwin } ss.

PHYSICIAN'S CERTIFICATE

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

He suffered a strangulated femoral right hernia which I repaired with re-
section of 18 inches of gangrenous intestine and end to end anastomosis;
he was temporarily totally disabled from the time I first saw him on
November 20, 1952 to February 21, 1953; no disability since Feb. 21, 1953.

Subscribed and sworn to before me this 14
day of August 1953
Florence G. James
Notary Public,
Baldwin County, Alabama.
My commission expires May 1954

H. C. Jordan M. D.

STATE OF ALABAMA,
County of Baldwin } ss.

IN THE CIRCUIT COURT.

IN THE MATTER OF COMPENSATION FOR INJURY

To Raymond Wilson Employee.
Against Charles B. Cummins 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,
August 18, 1953

Hubert M. Hester

Judge.

STATE OF ALABAMA County of	CIRCUIT COURT	IN THE MATTER OF COMPENSATION FOR INJURY	To	Employee.	Employer.	SETTLEMENT AND PETITION AND ORDER APPROVING DISABILITY	Filed on this day of A. D. 194	at o'clock M. in this office	Clerk.	Deputy.
			Against							

BROWN PRINTING CO., HUNTSVILLE, 1545

2022
R. J. Adams
SETTLEMENT, PETITION, PHYSICIAN'S CERTIFICATE, AND JUDGE'S ORDER OF
APPROVAL, UNDER WORKMEN'S COMPENSATION LAW OF ALABAMA

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That said employee was receiving, at the time of injury, wages at the rate of \$ 24.71 per week.

Therefore, it is hereby agreed that the employee is entitled to and shall receive compensation for said
injury from the employer beginning November 23, 1952, at the rate of \$ 16.24

per week ~~during disability~~ for 13 weeks payable as follows: In a lump sum of \$211.12

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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 in full
given by said Act and the employer agrees to continue to furnish the same if any be necessary to the ex-
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if physically unable to do so, to submit to examination by the physician or physicians designated by the
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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

Employee.

August, 1953

CHARLES B. CUMMINS

Employer.

By

STATE OF ALABAMA,

County of Baldwin

ss.

R. J. Adams
As Attorney for Great American Indemnity
Company, his Compensation Insurance
Carrier

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and for said County and State, personally appeared Raymond Wilson
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act and deed and for the uses and purposes therein expressed, and as a full settlement of all claims on
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Flourance G. Thomas
Notary Public, Baldwin County, Alabama.

My commission expires May 1954

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STATE OF ALABAMA,
County of Baldwin } ss.

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Subscribed and sworn to before me this 14
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Florence G. Shames
Notary Public,
Baldwin County, Alabama.
My commission expires May 1954

H. C. Jordan M. D.

STATE OF ALABAMA,
County of Baldwin } ss.

IN THE CIRCUIT COURT.

IN THE MATTER OF COMPENSATION FOR INJURY

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August 18, 1953

Hubert M. Hall
Judge.

STATE OF ALABAMA County of _____	CIRCUIT COURT	IN THE MATTER OF COMPENSATION FOR INJURY	To _____	Employee.	Against _____	Employer.	SETTLEMENT AND PETITION AND ORDER APPROVING DISABILITY	Filed on this _____ day of _____ A. D. 19 <u>53</u> at _____ o'clock _____ M. in this office By _____ Clerk. Deputy.	BROWN PRINTING CO., MONTGOMERY, 1945
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