

STATE OF ALABAMA

COUNTY OF BALDWIN

IN THE MATTER OF COMPENSATION FOR INJURY

TO HENRY BROWN, Employee

vs.

SOUTHERN PINE & HARDWOOD LUMBER CO., a  
corporation,

EMPLOYERS-COMMERCIAL UNION GROUP, Insurer  
of Employer

DECREE APPROVING LUMP SUM SETTLEMENT

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Upon reading and filing the foregoing joint petition, 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 the said settlement is substantially in accordance with the provisions of the Workmen's Compensation Law of Alabama, and that the lump sum settlement for ONE THOUSAND EIGHT HUNDRED TWENTY-FOUR (\$1,824.00) DOLLARS should be approved by the Court, and it further appearing unto the Court that the employee has received the sum of ONE THOUSAND TWO HUNDRED THIRTY-ONE AND 20/100 (\$1,231.20) DOLLARS, and in addition thereto, received medical benefits in the amount of TWO THOUSAND ONE HUNDRED NINETY-NINE AND 10/100 (\$2,199.10) DOLLARS.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the said petition, settlement and release be, and the same are hereby approved, and that the parties in all things conform thereto.

DONE this the 2<sup>nd</sup> day of September, 1970.

Julian A. Massieburn  
CIRCUIT JUDGE

STATE OF ALABAMA

COUNTY OF BALDWIN

IN THE MATTER OF COMPENSATION FOR INJURY

TO HENRY BROWN, Employee

VS.

SOUTHERN PINE & HARDWOOD LUMBER CO., a  
corporation,

EMPLOYERS-COMMERCIAL UNION GROUP, Insurer  
of Employer

SETTLEMENT AND PETITION

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

1. That the parties herein are subject to the provisions of the Workmen's Compensation Law of Alabama. That the said employee, aged 50, residing at Little River, Alabama, who can read and understand the English language, did on the 16th day of December, 1969, sustain an injury by accident while employed by said employer, which injury occurred in Little River, Alabama, and resulted in permanent partial disability of said employee and consisted of 15% permanent partial loss of use of the right leg.

WHEREFORE, it is hereby agreed that the employee is entitled to and shall receive compensation for said injury from the employer beginning the 18th day of December, 1969 at the rate of FORTY-FIVE AND 60/100 (\$45.60) DOLLARS per week during disability for forty (40) weeks payable as follows: The sum of ONE THOUSAND TWO HUNDRED THIRTY-ONE AND 20/100 (\$1,231.20) DOLLARS, the receipt of which is hereby acknowledged by the employee, and the balance of FIVE HUNDRED NINETY-TWO AND 80/100 (\$592.80) DOLLARS which is the commuted value in a lump sum settlement discounted at 4% for a lump settlement, and is the combined total of compensation commuted to be paid, 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 treatments and benefits given by said Act in the amount of TWO THOUSAND ONE HUNDRED NINETY-NINE AND 10/100 (\$2,199.10) DOLLARS, 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 physican or physicans designated by the employer, when requested.

This settlement contains the entire agreement between the parties hereto.

Dated at Bay Minette, Alabama on this the 1<sup>st</sup> day of September, 1970.

Henry Brown  
HENRY BROWN

John V. Duck  
SOUTHERN PINE & HARDWOOD LUMBER CO.

John V. Duck  
EMPLOYERS-COMMERCIAL UNION GROUP  
By Agent

STATE OF ALABAMA  
COUNTY OF BALDWIN

On this the 1<sup>st</sup> day of September, 1970, before me, a Notary Public in and for said county and state, personally appeared HENRY BROWN, to me known to be the identical person described in and who executed the foregoing instrument as employee, and acknowledges that the same is true; and 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.

John Earle Chason  
NOTARY PUBLIC

FILED

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