

J. D. STACEY	*	IN THE CIRCUIT COURT OF
Plaintiff	*	BALDWIN COUNTY, ALABAMA
vs	*	AT LAW.
PARGAS, INC., A corporation	*	CASE NO. _____
Defendant	*	
	*	

Plaintiff claims of the defendant benefits under the Workmen's Compensation Laws of Alabama due and owing under the following statement of facts: on March 12, 1970, the relation of employer and employee, or master and servant, existed between defendant, Pargas Inc., a corporation duly qualified to do business in Alabama and plaintiff, J. D. Stacey, and plaintiff were subject to the Workmen's Compensation Laws of Alabama, and while so employed and engaged in the business of the defendant, Pargas Inc., a corporation, and while acting in line and scope of his employment with said company, Plaintiff suffered an accident, which arose out of and in the course of said employment. As the proximate result of said accident, plaintiff has been totally disabled. A controversy has arisen as to the benefits to be paid under the Workmen's Compensation Laws of Alabama.

Plaintiff's name is J. D. Stacey, and he resides at P. O. Box 671, Atmore, Alabama. The defendant's name is Pargas Inc., a corporation.

At the time of the said accident, on, to-wit, March 12, 1970, plaintiff was driving an automobile truck which was loaded with butane gas and was owned by Pargas Inc., a corporation, in the line and scope of his employment, and while so engaged, at a point, new Portch Switch cut off road in Escambia County, Alabama, approximately seven miles Northwest of Atmore at about 11:40 A. M., on said date, while traveling toward Atmore from the direction of the community of Portch Switch in Alabama, the said automobile truck suffered an accident, because the tie rods came loose on said motor vehicle, and as the proximate result plaintiff was severely injured,

was severely injured, about the head and chest and his right arm, shoulder and neck was injured and for numerous other injuries and damages to his teeth and eye glasses.

Plaintiff avers that defendant, Pargas Inc., a corporation, had prompt and immediate notice of said accident and that the said Pargas Inc., a corporation, or its insurer, the Aetna Insurance Company, Mobile office, paid the hospital bill of plaintiff, and paid him Workmen's Compensation benefits for a period of approximately six months, at which time payments were stopped.

Plaintiff alleges that at the time of the injuries he was receiving a salary in the sum of approximately \$300.00 a month. Plaintiff further alleges that he is totally disabled and that he has been continuously totally and entirely disabled from working since the date of said injuries to the present date.

WHEREFORE, plaintiff claims of the defendant, Pargas Inc., a corporation, such benefits as he is entitled to receive under the Workmen's Compensation Laws of Alabama, in addition to the benefits already received. He prays that notice may be given the defendant and that hearing may be had, all in accordance with the laws and rules of this Honorable Court.


J. D. STACEY

STATE OF ALABAMA
BALDWIN COUNTY

Before me, C. LeNoir Thompson, a Notary Public in and for said State and County, personally appeared J. D. Stacey, who is known to me, and who being first duly sworn, deposes on oath and says: That he has read or had read to him the foregoing petition and the statements made therein are true and correct and that he knows of his own knowledge that they are correct.


J. D. STACEY

Sworn to and subscribed before me this the 9 day of March, 1971.

FILED

MAR 9 1971

EUNICE B. BLACKMON
CLERK


Notary Public, Baldwin County, Alabama.

INGE, TWITTY, DUFFY & PRINCE

LAWYERS

FRANCIS H. INGE (1902-1959)
THOS. E. TWITTY
RICHARD H. INGE
THOS. E. TWITTY, JR.
JAMES J. DUFFY, JR.
SYDNEY R. PRINCE, III
JOHN N. LEACH, JR.

MERCHANTS NATIONAL BANK BUILDING
MOBILE, ALABAMA
36602

MAILING ADDRESS:
P. O. BOX 1109
MOBILE, ALA.
36601

CABLE ADDRESS:
TWINING
TELEPHONE
433-5441

July 13, 1971

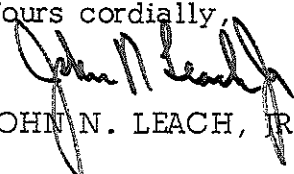
Mrs. Eunice B. Blackmon
Clerk, Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: J. D. Stacey vs. Pargas, Inc.
Baldwin County Circuit Court
Case No. 9740

Dear Mrs. Blackmon:

Enclosed for filing please find a notice of a taking of a deposition
in this case.

Yours cordially,


JOHN N. LEACH, JR.

JNL, JR:bd
Enclosure

J. D. STACEY,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	
	)	BALDWIN COUNTY, ALABAMA
vs.)	
)	
PARGAS, INC., a corporation,	)	AT LAW
)	
Defendant.	)	CASE NO. 9740

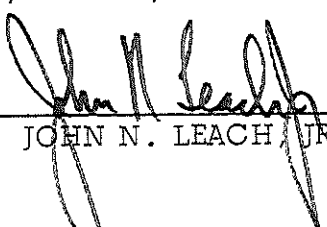
TO: C. LeNoir Thompson, Esquire
Attorney at Law
Bay Minette, Alabama 36507

NOTICE OF DEPOSITION

You are hereby notified that the Defendant in the above styled cause will take the pretrial discovery deposition of Dr. Wendell J. Newcomb, on Monday, August 2, 1971, commencing at 5:45 p.m. in the office of Dr. Newcomb located at 14 West Jordan Street, Pensacola, Florida, before Charles A. Howard, or before some other officer authorized by law to take depositions. The deposition is to be taken in accordance with and pursuant to Act No. 375 of the Alabama Legislature of 1955, as amended, and will continue from day to day until the completion of same. You are invited to attend and examine the deponent.

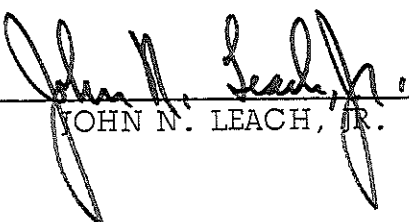
Dated this 13th day of July, 1971.

INGE, TWITTY, DUFFY & PRINCE

BY: 
JOHN N. LEACH, JR.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing notice of deposition has been served upon C LeNoir Thompson, Esquire, Attorney for Plaintiff, by mailing the same to him by First Class United States Mail, properly addressed and postage prepaid on this 13th day of July, 1971.


JOHN N. LEACH, JR.

FILED

JUL 14 1971

EUNICE B. BLACKMON CIRCUIT CLERK

STATE OF ALABAMA
BALDWIN COUNTY

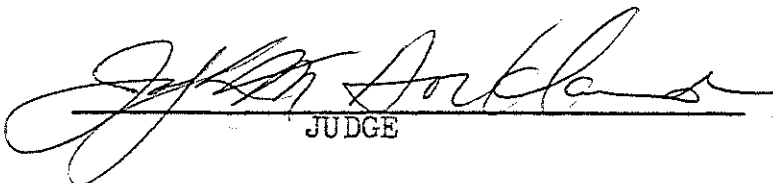
TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE OF THE CIRCUIT
COURT OF BALDWIN COUNTY:

Now comes J. D. STACEY and shows unto your Honor that he is an employee as defined by the Workmen's Compensation Laws of Alabama, that his employer is PARGAS INC., that he has suffered an injury while acting in the line and scope of his employment, that he has been unable to reach settlement with his employer and that he prays for permission to secure the services of an attorney to represent him in said matter. He requests permission to secure the services of C. LeNoir Thompson, an attorney at law at Bay Minette, Alabama.


J. D. STACEY

The foregoing having been submitted and the court being of the opinion that said permission should be granted, the said J. D. STACEY is hereby permitted and authorized to employ C. LeNoir Thompson, an attorney at law, to represent him in a claim for injuries arising out of an accident sustained in the line and course of his employment while employed by PARGAS INC.

DATED this the 9th day of March, 1971.


JUDGE

FILED

MAR 9 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

INGE, TWITTY, DUFFY & PRINCE

LAWYERS

FRANCIS H. INGE (1902-1959)
THOS. E. TWITTY
RICHARD H. INGE
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JOHN N. LEACH, JR.

MERCHANTS NATIONAL BANK BUILDING

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MAILING ADDRESS:

P. O. BOX 1109
MOBILE, ALA.
36601

CABLE ADDRESS:

TWINING
TELEPHONE
433-5441

April 20, 1971

Mrs. Eunice B. Blackmon
Clerk, Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama 36507

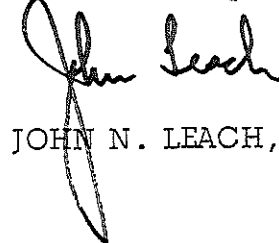
Re: J. D. Stacey vs. Pargas Corporation
Baldwin County Circuit Court Case
No. 9740

Dear Mrs. Blackmon:

Please enter my appearance as attorney for the defendant in the
above referenced case and file the enclosed demurrer.

Thank you very much for your cooperation.

Yours cordially,



JOHN N. LEACH, JR.

JNL, JR:bd
Enclosure

J. D. STACEY,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	
	)	BALDWIN COUNTY, ALABAMA
vs.)	
)	
PARGAS, INC., a corporation,	)	AT LAW
)	
Defendant.	)	CASE NO. 9740
)	

DEMURRER

Comes now Pargas, Inc., a corporation, defendant in the above captioned cause, and demurs to the complaint of the plaintiff herein, and to each and every count, paragraph and aspect thereof, separately and severally, and as grounds of said demurrer sets down and assigns the following, separately and severally, to-wit:

1. For that it fails to state a cause of action against this defendant.
2. For that it is not alleged therein that the plaintiff suffered any injury through an accident arising out of and during the course of his employment by this defendant.
3. For that it is not alleged therein that the injuries of the plaintiff are the proximate result of an accident arising out of and during the course of his employment by this defendant.
4. For that said complaint is so vague, indefinite and uncertain that this defendant is not apprised of what it is called upon to defend.
5. For that no facts are alleged to show that the plaintiff is entitled to receive any compensation under the Workmen's Compensation Laws of Alabama.
6. For that it fails to allege that the injuries complained of arose out of and in the course of plaintiff's employment with this defendant.
7. For that said complaint is not in code form.
8. For that the plaintiff's alleged injury is not sufficiently described therein.
9. For that said complaint is not verified as required by law.

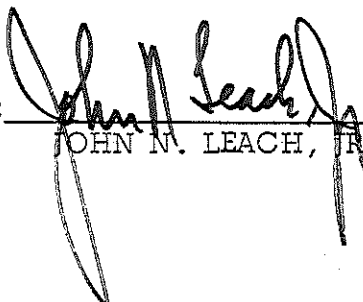
10. For aught that appears, plaintiff lost no time from his employment entitling him to any compensation under the Workmen's Compensation Laws of the State of Alabama.

11. For aught that appears plaintiff has not applied to this court for permission to employ an attorney.

12. For aught that appears no order has been entered by the court approving the employment of an attorney by plaintiff.

INGE, TWITTY, DUFFY & PRINCE
P. O. Box 1109
Mobile, Alabama 36601

BY:


JOHN N. LEACH, JR.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing demurrer has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 20th day of April, 1971.


JOHN N. LEACH, JR.
ATTORNEY FOR DEFENDANT

FILED

APR 21 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

J. D. STACEY,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	
	)	BALDWIN COUNTY, ALABAMA
vs.)	
)	
PARGAS, INC., a corporation,	)	AT LAW
)	
Defendant.	)	CASE NO. 9740

AGREEMENT AND PETITION FOR APPROVAL
OF LUMP SUM SETTLEMENT

The undersigned Plaintiff and Defendant, being the only parties interested in the above entitled matter, and having resolved all disputes between them in this cause, by these presents do hereby petition the Court for approval of the following agreement and settlement in and of this cause and represent unto the Court as follows:

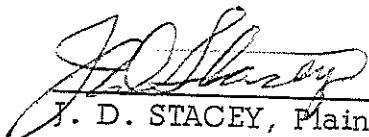
That they, the said Plaintiff and Defendant, were at the time of the accident hereinafter referred to both subject to the provisions of the Workmen's Compensation Laws of Alabama, as amended; that said Plaintiff resides at Bratt, Florida, and is over the age of twenty-one (21) years and can read and understand the English language; that said Plaintiff was, on, to-wit, March 12, 1970, employed by said Defendant as a gas salesman, and while so employed by said Defendant, said Plaintiff was driving a truck when the truck went out of control and wrecked causing him to sustain an injury to his chest, skull, arm, shoulder and back, and otherwise injured him; that said Plaintiff at the time of said accident was married and had one child dependent upon him under the meaning of the Workmen's Compensation Laws of the State of Alabama, as amended; that on account of said accident of March 12, 1970, and injuries, said ²²⁸ Defendant ^W Plaintiff has heretofore paid or will pay all of the actual costs of all medical and surgical treatment and attention, medical and surgical supplies and apparatus in and about the treatment and care of said Plaintiff's said injuries for which Defendant is liable under the Workmen's Compensation Laws of the State of Alabama, as amended; that said Plaintiff and said Defendant are in disagreement as to the nature and

extent of the said Plaintiff's disability, said Plaintiff's present, past and future disability and loss of earning capacity, if any, as a result of said accident and injuries; that said Plaintiff and said Defendant, in view of the dispute and uncertainties, now desire to compromise and settle any and all claims arising out of, or to arise out of, or in any way connected with said accident, injuries, disability or the treatment thereof, irrespective of any disability, or wages which might be earned by said Plaintiff in the future, and the said Plaintiff and said Defendant have agreed upon a final settlement and satisfaction of any and all claims (subject to the approval of the Circuit Court of Baldwin County, Alabama), in the particulars hereinafter mentioned, on the following terms and conditions:


That, without admitting but expressly denying liability in the premises said Defendant, through its insurance carrier, has paid or will pay all of the actual costs of all medical and surgical treatment and attention, medical and surgical supplied and apparatus in and about the treatment and cure of all of said Plaintiff's said injuries, for which said Defendant, or its insurance carrier, is liable under the Workmen's Compensation Laws of the State of Alabama, as amended, but subject to the approval of said Court, said Defendant, through its insurance carrier, will pay, and said Plaintiff will receive and accept in a lump sum ONE THOUSAND SEVEN HUNDRED and No/100 (\$1,700.00) DOLLARS, in full and final settlement and satisfaction of any and all claims in any way arising out of or connected with said accident, disability, injuries and/or the treatment thereof, irrespective of any disability, or wages which might exist or be earned by said Plaintiff in the future; that upon the payment of the said sum of ONE THOUSAND SEVEN HUNDRED and No/100 (\$1,700.00) DOLLARS by said Defendant, through its insurance carrier, to said Plaintiff after obtaining approval of a Judge of said Court, said Defendant and its insurance carrier, shall, without further formality, stand forever released and discharged from any and all claims

arising out of or connected with said accident, disability, injuries, and/or the treatment thereof, irrespective of any disability which may have heretofore existed or may hereafter exist or any wages which may be earned by said Plaintiff in the future, and from any and all obligations to pay any future or additional compensation or other sum of whatsoever kind or nature; or to furnish or pay for any medical or surgical treatment or attention, medical or surgical apparatus, or hospitalization, irrespective of the amount or extent of any past, present or future disability of said Plaintiff.

This settlement contains the entire agreement between the parties hereto and said Defendant, and its insurance carrier, do not, and have not assumed any express or implied obligation of any kind to said Plaintiff or to anyone else except payment of said sum of ONE THOUSAND SEVEN HUNDRED and No/100 (\$1,700.00) DOLLARS, as aforesaid.


J. D. STACEY, Plaintiff

PARGAS, INC., a corporation


By: 
Attorneys for said Defendant

STATE OF ALABAMA

COUNTY OF BALDWIN

On this, the 15th day of September, 1971, before me, the undersigned Notary Public in and for said County in said State, personally appeared J. D. Stacey, who is known to me to be the identical person described hereinabove, and who executed the foregoing instrument as Plaintiff, and who acknowledged that the same is true and fully understood by him after having read the same, and who further acknowledged that he executed the same as his free act and for the uses and purposes therein expressed, and in full and final settlement and satisfaction of all claims on account of or in any way connected with said accident and injuries, referred to therein.

Given under my hand this the 15th day of September, 1971.


Notary Public, Baldwin County, Alabama

EUNICE B. BLACKMON
Notary Public

SEP 16 1971

FILED

J. D. STACEY,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	
	)	BALDWIN COUNTY, ALABAMA
vs.)	
)	
PARGAS, INC., A corporation,	)	AT LAW
)	
Defendant.	)	CASE NO. 9740

ORDER APPROVING SETTLEMENT AND PETITION

This cause coming on to be heard on petition of the parties hereto for approval of the settlement of the claim of the said Plaintiff upon the terms stated in said petition, and the court being fully advised in the premises, and it appearing that the allegations of the said petition are true, and the Court having made inquiry into the bona fides of the said Plaintiff's claim, and the liability of the Defendant, and being of the opinion that the agreement of settlement in said petition represents a fair adjustment and compromise of Plaintiff's said claim described therein, the Court does hereby find and determine that it is for the best interest of said Plaintiff that the said Plaintiff accept the said sum of ONE THOUSAND SEVEN HUNDRED and No/100 (\$1,700.00) DOLLARS from said Defendant and its insurance carrier as a full compromise settlement in satisfaction of all claims which might otherwise be asserted on account of said matter, as stated in said petition.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED by the Court that the said petition, settlement and release be and the same are hereby approved, and the parties hereto are in all respects ordered to conform thereto, and when the said payment provided for in said petition shall have been made, the said Defendant, and its insurance carrier, shall, without further formality, be forever released and discharged from any and all claims in any way connected with this matter, whether arising out of the Workmen's Compensation Act of the State of Alabama, or otherwise.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause be and the same are hereby taxed against the Defendant, for which let execution issue.

MADE and ENTERED this, the 15th day of September, 1971.

Telfair A. Marble
JUDGE

FILED

SEP 16 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon PARGAS INC., a corporation

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

PARGAS INC., a corporation....., Defendant.....

by J. D. STACEY.....

....., Plaintiff.....

Witness my hand this 9th day of March 1971..

Ernie B. Blackmon Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

J. H. Hacey
Plaintiffs

vs.

Pargas, Inc. a corp.
Defendants

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

MAR 9 1971 : Clerk

EUNICE B. BLACKMON CIRCUIT CLERK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Mar. 11 1971

Taylor Wilkins Sheriff

I have executed this summons

this March 16 1971
by leaving a copy with

Pargas, Inc.
H W Lentry
Sheriff claims 6 miles at

Ten Cents per mile Total \$.60
TAYLOR WILKINS, Sheriff

BY (Robert)
DEPUTY SHERIFF

Taylor Wilkins Sheriff
W C Lentry Deputy Sheriff

3 miles South of BRY