

IN THE MATTER OF COMPENSATION)		
FOR INJURY TO)		
JOHN EDWARD STEWART,)		
)	IN THE CIRCUIT COURT OF	
Employee,)	BALDWIN COUNTY, ALABAMA	
VS.)	AT LAW	NO. 2413
J. E. STILL, doing business as)		
J. E. STILL MOTOR COMPANY,)		
)		
Employer.)		

STATEMENT AND PETITION

The undersigned being the only parties interested in this matter, hereby petition the court for approval of the following agreement and settlement and agree and represent unto the court as follows:

1. The said employee, John Edward Stewart, and the said employer, J. E. Still, doing business as J. E. Still Motor Company. are now and were at the time of the injury to the employee, which is hereinafter described, subject to the provisions of the Workmen's Compensation Law of Alabama.

The undersigned Fidelity and Casualty Company of New York was the insurance carrier for the said employer at the time of the said injury to the said employee.

2. The said employee, aged forty-one, residing in Baldwin County, Alabama, who can read and understand the English language, did on the 27th day of June, 1953, sustain an injury by accident while employed by the said employer, which injury occurred on United States Highway Number 31 approximately one and one-half miles East of the courthouse in Bay Minette, Baldwin County, Alabama, and resulted in permanent partial disability to the said employee, which has been fixed by his doctors at from fifty to sixty percent. For the purpose of this settlement it is agreed by and between all parties hereto that the said employee has received a sixty percent permanent partial injury.

3. The said employee received at the time of his injury wages of Forty-five Dollars (\$45) per week.

4. The total compensation to which the said employee is entitled for an injury resulting in a sixty-percent permanent partial disability (Title 26, Section 279, Subsection C, 1940 Code of Alabama, as amended) is Forty-one Hundred Forty Dollars (\$4140).

5. On, to-wit, September 16, 1954, the said employee secured a judgment for Three Thousand Dollars (\$3,000) against Colonial Trailway Company in a case then pending in the Circuit Court of Baldwin County, Alabama, Law Side, being Case Number 2229, which said amount reduces the compensation payments which the said employer's insurance carrier is required to make to the said employee because of his said injury.

6. It was agreed by and between the attorneys for the said employee and the attorney for the said employer's insurance carrier that it would not be necessary for the said employer or his said insurance carrier to intervene in the above described suit by the said employee against Colonial Trailway Company, and it was further agreed that the employer's insurance carrier would be reimbursed from the amount of any judgment secured by the employee in the above described case for compensation payments made for the employee's said injury over and above the amount due him.

7. The said employer, through his insurance carrier, has paid to the said employee compensation at the rate of Twenty-three Dollars (\$23) per week for sixty-six (66) weeks, amounting to Fifteen Hundred Eighteen Dollars (\$1518), which covers the period of time through October 2, 1954, so that the said employer's insurance carrier will be entitled to be paid by the said employee from the proceeds of the said judgment the sum of Three Hundred Forty-eight Dollars (\$348), which the employee agrees that he will make to J. B. Blackburn, attorney for the said insurance carrier, upon collection of the judgment. The employee acknowledges that he will be paid in this settlement the full amount of compensation that he is entitled to receive from the said employer and his insurance carrier and agrees to give the said employer and his insurance carrier a proper receipt and release.

8. The employee acknowledges that he has received to date all medical and surgical treatments and benefits given and provided by the said Workmen's Compensation Act of Alabama to which he is entitled, and that the medical payments made by employer's said insurance carrier to the said employee or for his benefit have amounted to date to Twenty-one Hundred Eighty-one and 66/100 Dollars (\$2181.66).

9. The settlement as set out herein contains the whole agreement between the parties hereto.

DATED at Bay Minette, Alabama, on this the 8th day of October, 1954.

J. E. Still

Doing business as J. E. Still Motor Company, EMPLOYER.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a Corporation,

By *J. B. Blackburn*

As its Attorney

John Edward Stewart
Employee

STATE OF ALABAMA)
*
BALDWIN COUNTY)

On this the 8th day of October, 1954, before me, a notary public, within and for said County in said State, personally appeared John Edward Stewart, 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 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.

J. Carson Curtis, Jr.
Notary Public, Baldwin County, Alabama.

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AT LAW)

NO. _____)

J. E. STILL, doing business as)
J. E. STILL MOTOR COMPANY,)

Employer.)

ORDER APPROVING SETTLEMENT AND PETITION

Upon reading the foregoing joint petition, agreement and statement of the parties, and being fully advised in the premises, and it appearing that the allegations of the said petition are true and that the settlement is substantially in accordance with the provisions of the Workmen's Compensation Law of Alabama:

It is ORDERED by the court as follows:

1. That the said petition, settlement and release be and the same are hereby approved.

2. The said employer, J. E. Still, and the Fidelity and Casualty Company of New York, a corporation, the said employer's insurance carrier, have made full payment to the said employee, John Edward Stewart, of all amounts due to him for the injury described in the foregoing petition and statement, and they shall be and are hereby released from all other and further liability to the said employee, John Edward Stewart.

3. The said employee, John Edward Stewart, shall pay to J. B. Blackburn, as attorney for the said Fidelity and Casualty Company of New York, a corporation, the sum of Three Hundred Forty-eight Dollars (\$348) from the proceeds of the judgment secured by John Edward Stewart, as plaintiff, against Colonial Trailway Company in the Circuit Court of Baldwin County, Alabama, Law Side, and on the making of such payment shall be and he is hereby relieved of and discharged from all other and further liability to his said employer, J. E. Still, doing business as J. E. Still Motor Company, and to the employer's said insurance carrier, the Fidelity and Casualty Company of New York, a corporation.

4. The costs of this proceeding are hereby taxed against the employer's said insurance carrier, the Fidelity and Casualty Company of New York, a corporation.

DATED at Bay Minette, Alabama, on this the 13 day of October, 1954.

Hubert M. 7th

Judge

FILED

10-13-54

ALICE J. SUCK, Clerk

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AT LAW NO. _____

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AUG. J. BURN, Clerk

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

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