

G. H. JACKSON

PLAINTIFF

VS

W. P. BROWN & SONS LUMBER
COMPANY, INC., a Foreign
Corporation, and W. P. BROWN
& SONS LUMBER COMPANY, INC.,
a Foreign Corporation,
successors or assigns to
BROWN WOOD PRESERVING COMPANY
and W. P. BROWN & SONS LUMBER
COMPANY, INC., a Foreign
Corporation, d/b/a BROWN
WOOD PRESERVING COMPANY and
RAY E. LOPER LUMBER COMPANY,
a Corporation,

DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

CASE NO. 3594

Plaintiff, G. H. Jackson, brings this proceeding against the Defendants, to-wit: W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, successors or assigns to Brown Wood Preserving Company and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, d/b/a Brown Wood Preserving Company, pursuant to the provisions of the Workmen's Compensation Act of the State of Alabama, Title 26, Section 279 D et seq., Code of Alabama, 1940, as amended to recover compensation as provided for in said Act on account of injuries to his left shoulder causing the shoulder to become disabled and stiffen and said shoulder being in continued pain so that the said petitioner is unable to obtain gainful employment, said injury being sustained by the said G. H. Jackson and arising out of and in the course of his employment by the Defendants or one of them in the manner as hereinafter shown and Plaintiff avers as follows:

1. That Plaintiff resides in the Dyas Community in the County of Baldwin, State of Alabama and was at the time of the injury complained of by him, and is now, a resident citizen of the United States of America, and was also at both of said times married to and residing with Corinne Jackson who with one son under the age of 18 years, are dependent upon him for their support and maintenance.

2. That on to-wit the 25th day of June, 1957, Plaintiff was an employee of the said Defendants, to-wit: W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, and W. P. Brown & Sons Lumber

Company, Inc., a Foreign Corporation, successors or assigns to Brown Wood Preserving Company and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, d/b/a Brown Wood Preserving Company, and each being subject to the aforesaid Workmen's Compensation Act; that on said date, the Plaintiff, while employed by the Defendants or one of them in its pole mill business and while engaged in the course of his said employment at Bay Minette, Alabama while removing trash from under the pole peeler, that the said injury occurred to his left shoulder and the injury was a proximate result of the work and was caused by the work in which he was engaged.

3. That the Defendants, to-wit: W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, successors or assigns to Brown Wood Preserving Company and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, d/b/a Brown Wood Preserving Company, had prompt and immediate notice of said accident and has failed or refused to pay the plaintiff any compensation to which he is entitled under said Workmen's Compensation Act.

4. That the said plaintiff, G. H. Jackson, at the time of his said injury, was receiving wages from the defendant at the rate of approximately \$40.00 per week.

WHEREFORE, Plaintiff claims of the defendant such compensation benefits as he may be entitled to receive under the Workmen's Compensation Act of the State of Alabama, the same being Title 26, Section 279 D, et seq., Code of Alabama, 1940, as amended, after first giving notice to the defendant of the filing of this suit as now prescribed by law and hearing evidence in support thereof.

AND FURTHER:

Plaintiff, G. H. Jackson, shows unto this Honorable Court against the Defendants, to-wit: W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, successors or assigns to Brown Wood Preserving Company and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, d/b/a Brown Wood Preserving Company, pursuant to the provisions of the Workmen's Compensation Act of the State of Alabama, Title 26, Section 279 D, et seq., Code of Alabama, 1940, as amended to recover compensation as provided for in said Act on account

of injuries to his right shoulder causing the shoulder to become disabled and stiffen and said shoulder being in continued pain so that the said petitioner is unable to obtain gainful employment, said injury being sustained by the said G. H. Jackson and arising out of and in the course of his employment by the Defendant in the manner as hereinafter shown and Plaintiff avers as follows:

5. That Plaintiff resides in the Dyas Community in the County of Baldwin, State of Alabama and was at the time of the injury complained of by him, and is now, a resident citizen of the United States of America, and was also at both of said times married to and residing with Corinne Jackson who with one son under the age of 18 years, are dependent upon him for their support and maintenance.

6. That the said Plaintiff was on to-wit June 25, 1957, injured in the right shoulder at the same time and occasion that his left shoulder was injured as set forth above, and that he is entitled to recover under said Workmen's Compensation Act, to-wit Title 26 Section 279 D, et seq, Code of Alabama of 1940 as amended, after first giving notice to the Defendants of the filing of this suit as now prescribed by law and hearing evidence in support thereof.

7. That the said plaintiff, G. H. Jackson, at the time of his said injury, was receiving wages from the Defendant at the rate of approximately \$40.00 per week.

WHEREFORE, Plaintiff claims of the defendants such compensation benefits as he may be entitled to receive under the Workmen's Compensation Act of the State of Alabama, the same being Title 26, Section 279 D, et seq., Code of Alabama, 1940, as amended, after first giving notice to the defendants of the filing of this suit as now prescribed by law and hearing evidence in support thereof.

That Joe P. Robertson of Fayette, Alabama is the statutory agent of the said W. P. Brown & Sons Lumber Company, Inc., being a Kentucky Corporation located in Louisville, Kentucky, and a defendant herein.

That the said Joe P. Robertson of Fayette, Alabama is the Statutory agent of the said W. P. Brown & Sons Lumber Company, Inc., Successor to Brown Wood Preserving Company having merged the said Company into the said W. P. Brown & Sons Lumber Company.

Plaintiff, G. H. Jackson, brings this proceeding against the Defendant, to-wit: Ray E. Loper Lumber Company, a Corporation, pursuant to the provisions of the Workmen's Compensation Act of the State of Alabama, Title 26, Section 279 D et seq., Code of Alabama, 1940, as amended to recover compensation as provided for in said Act on account of injuries to his left shoulder~~causing~~ the shoulder~~to~~ become disabled and stiffen and said shoulder being in continued pain so that the said petitioner is unable to obtain gainful employment, said injury being sustained by the said G. H. Jackson and arising out of and in the course of his employment by the Defendant in the manner as hereinafter shown and Plaintiff avers as follows:

8. That Plaintiff resides in the Dyas Community in the County of Baldwin, State of Alabama and was at the time of the injury complained of by him, and is now, a resident citizen of the United States of America, and was also at both of said times married to and residing with Corinne Jackson who with one son under the age of 18 years, are dependent upon him for their support and maintenance.

9. That on to-wit the 25th day of June, 1957, Plaintiff was an employee of the said Defendant, to-wit: Ray E. Loper Lumber Company, a corporation, and being subject to the aforesaid Workmen's Compensation Act; that on said date, the Plaintiff, while employed by the Defendant in its pole mill business and while engaged in the course of his said employment at Bay Minette, Alabama while removing trash from under the pole peeler, that the said injury occurred to his left shoulder and the injury was a proximate result of the work and was caused by the work in which he was engaged.

10. That the Defendant, to-wit: Ray E. Loper Lumber Company, A Corporation, had prompt and immediate notice of said accident and has failed or refused to pay the plaintiff any compensation to which he is entitled under said Workmen's Compensation Act.

11. That the said plaintiff, G. H. Jackson, at the time of his said injury, was receiving wages from the defendant at the rate of approximately \$40.00 per week.

WHEREFORE, Plaintiff claims of the defendant such compensation benefits as he may be entitled to receive under the Workmen's Compensation Act of the State of Alabama, the same being Title 26,

Section 279 D, et seq., Code of Alabama, 1940, as amended, after first giving notice to the defendant of the filing of this suit as now prescribed by law and hearing evidence in support thereof.

AND FURTHER:

Plaintiff, G. H. Jackson, shows unto this Honorable Court against the Defendant, to-wit: Ray E. Loper Lumber Company, a corporation, pursuant to the provisions of the Workmen's Compensation Act of the State of Alabama, Title 26, Section 279 D, et seq., Code of Alabama, 1940, as amended to recover compensation as provided for in said Act on account of injuries to his right shoulder causing the shoulder to become disabled and stiffen and said shoulder being in continued pain so that the said petitioner is unable to obtain gainful employment, said injury being sustained by the said G. H. Jackson and arising out of and in the course of his employment by the Defendant in the manner as hereinafter shown and Plaintiff avers as follows:

12. That Plaintiff resides in the Dyas Community in the County of Baldwin, State of Alabama and was at the time of the injury complained of by him, and is now, a resident citizen of the United States of America, and was also at both of said times married to and residing with Corinne Jackson who with one son under the age of 18 years, are dependent upon him for their support and maintenance.

13. That the said Plaintiff was on to-wit June 25, 1957, injured in the right shoulder at the same time and occasion that his left shoulder was injured as set forth above, and that he is entitled to recover under said Workmen's Compensation Act, to-wit Title 26 Section 279 D et seq, Code of Alabama of 1940 as amended, after first giving notice to the Defendant of the filing of this suit as now prescribed by law and hearing evidence in support thereof.

14. That the said Plaintiff, G. H. Jackson, at the time of his said injury, was receiving wages from the Defendant at the rate of approximately \$40.00 per week.

WHEREFORE, Plaintiff claims of the defendant such compensation benefits as he may be entitled to receive under the Workmen's Compensation Act of the State of Alabama, the same being Title 26, Section 279 D, et seq., Code of Alabama, 1940, as amended, after first giving notice to the defendant of the filing of this suit as now prescribed by law and hearing evidence in support thereof.

That Joe P. Robertson of Fayette and Ray E. Loper of Bay Minette are incorporators and officers of Ray E. Loper Lumber Company, Inc., a corporation of Fayette, Alabama and as such are subject to service in this cause as officers or agents of said corporation.

WITNESSES TO MARK:

C. D. Thompson
Mary Thompson White

G. H. Jackson
Plaintiff.

THOMPSON & WHITE

BY: Mary Thompson White
Attorneys for the Plaintiff.

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned, a Notary Public in and for said county in said State, personally appeared G. H. Jackson, who, upon being first duly sworn by me, on oath, deposes and says that he has had the above and foregoing petition read to him and understands the statements made therein, and that said statements contained in said petition are true and correct.

WITNESSES TO MARK:

C. D. Thompson
Mary Thompson White

G. H. Jackson
Plaintiff.

Subscribed and sworn to before me this 24 day of June, 1958.

C. D. Thompson
Notary Public, Baldwin County, Alabama.

G. H. JACKSON

PLAINTIFF

VS

W. P. BROWN & SONS LUMBER
COMPANY, INC., a Foreign
Corporation, and W. P. BROWN
& SONS LUMBER COMPANY, INC.,
A Foreign Corporation,
Successors or assigns to
BROWN WOOD PRESERVING COMPANY
and W. P. BROWN & SONS LUMBER
COMPANY, INC., a Foreign
Corporation, d/b/a BROWN
WOOD PRESERVING COMPANY and
RAY E. LOPER LUMBER COMPANY,
a Corporation,

DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

CASE NO. _____

Comes the Plaintiff in the above styled cause and propounds the following interrogatories to Defendants to-wit: W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, Successors or Assigns to Brown Wood Preserving Company and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, d/b/a Brown Wood Preserving Company,

1. Does W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, Successors or Assigns to Brown Wood Preserving Company and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, d/b/a Brown Wood Preserving Company operate in the State of Alabama and in Baldwin County, if so state the types of operation and names under which the business is conducted.

2. Do you handle poles and piling at or near Bay Minette, Alabama?

3. Do you operate a pole peeling plant at or near Bay Minette, Alabama?

4. If your answer to two questions immediately preceding is no did you dispose of the pole peeling plant at or near Bay Minette, Alabama?

5. If your answer to the question immediately preceding, state when you disposed of the pole peeling plant and to what individual or corporation it was sold, leased or transferred.

6. If your answer includes the pole peeling plant as property of W. P. Brown & Sons Lumber Company, Inc., a corporation state under what name or control the pole peeling plant is operated.

7. If W. P. Brown & Sons Lumber Company, a corporation owns or has an interest in the said pole peeling plant even though same may or may not be leased to another individual or corporation answer the following questions.

8. If your answer includes W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, Successors or Assigns to Brown Wood Preserving Company and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, d/b/a Brown Wood Preserving Company, state what name the pole peeling plant is operated.

9. State whether or not G. H. Jackson was employed to work at the pole peeling plant and the name of his immediate supervisor.

10. State the name of the individual in local charge of the pole plant.

11. Examine the records of the pole plant and state whether or not in these records show the employment of G. H. Jackson, if so state the type of employment and whether Mr. Jackson has been employed by any branch or subsidiary of W. P. Brown & Sons Lumber Company, Inc., during the past three years.

12. State whether or not you operated the pole peeling plant during August 1955 and if your answer is yes, state on what date you sold the plant or leased the plant and to what individual or corporation said sale or lease was made.

13. State whether the transfer, if there was one, was a sale or was a lease.

14. State whether or not the records show that Mr. Jackson was injured on to-wit June 25, 1957 and the type of work he was doing when the injury was sustained.

15. State whether Mr. Jackson was employed by you on June 25, 1957 and state the type of employment Mr. Jackson was doing at the time he sustained this injury.

16. Attach a copy of the report of the injury of June 25, 1957 to your answer.

17. State the length of time Mr. G. H. Jackson was paid Workmen's Compensation as the result of June 25, 1957.

18. State what hospital and doctor expense was incurred by W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation,

Successors or Assigns to Brown Wood Preserving Company and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, d/b/a Brown Wood Preserving Company, or a subsidiary thereof for the said G. H. Jackson.

19. State what medical and doctor expense was incurred by the said W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, and W. P. Brown & Sons Lumber Company, INC., a Foreign Corporation, Successors or Assigns to Brown Wood Preserving Company and W. P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, d/b/a Brown Wood Preserving Company, or a subsidiary in behalf of said G. H. Jackson.

20. State what wages the said G. H. Jackson was paid for the year immediately preceding the 25th day of June 1957.

Plaintiff further shows that the answers to said interrogatories are material to this cause and accordingly insist upon said answers being made.

Comes the Plaintiff in the above styled cause and propounds the following interrogatories to Defendant to-wit: Ray E. Loper Lumber Company, a Corporation;

21. Does Ray E. Loper Lumber Company, a Corporation operate in the State of Alabama and in Baldwin County, if so state the types of operation and names under which the business is conducted.

22. Do you handle poles and piling at or near Bay Minette, Alabama?

23. Do you operate a pole peeling plant at or near Bay Minette, Alabama?

24. If your answer to two questions immediately preceding is no did you dispose of the pole peeling plant at or near Bay Minette, Alabama?

25. If your answer to the question immediately preceding, state when you disposed of the pole peeling plant and to what individual or corporation it was sold, leased or transferred.

26. If your answer includes the pole peeling plant as property of Ray E. Loper Lumber Company, a Corporation, state under what name or control the pole peeling plant is operated.

27. If Ray E. Loper Lumber Company, a Corporation, owns or has an interest in the said pole peeling plant even though same may or may not be leased to another individual or corporation answer the

following questions.

28. If your answer includes Ray E. Loper Lumber Company, a Corporation, state what name the pole peeling plant is operated.

29. State whether or not G. H. Jackson was employed to work at the pole peeling plant and the name of his immediate supervisor.

30. State the name of the individual in local charge of the pole plant.

31. Examine the records of the pole plant and state whether or not in these records show the employment of G. H. Jackson, if so state the type of employment and whether Mr. Jackson has been employed by any branch or subsidiary of Ray E. Loper Lumber Company, a Corporation, during the past three years.

32. State whether or not you operated the pole peeling plant during August 1955 and if your answer is yes, state on what date you sold the plant or leased the plant and to what individual or corporation said sale or lease was made.

33. State whether the transfer, if there was one, was a sale or was a lease.

34. State whether or not the records show that Mr. Jackson was injured on to-wit June 25, 1957 and the type of work he was doing when the injury was sustained.

35. State whether Mr. Jackson was employed by you on June 25, 1957 and state the type of employment Mr. Jackson was doing at the time he sustained this injury.

36. Attachea copy of the report of the injury of June 25, 1957 to your answer.

37. State the length of time Mr. G. H. Jackson was paid Workmen's Compensation as the result of June 25, 1957.

38. State what hospital and doctor expense was incurred by Ray E. Loper Lumber Company, a Corporation, or a subsidiary thereof for the said G. H. Jackson.

39. State what medical and doctor expense was incurred by the said Ray E. Loper Lumber Company, a Corporation, or a subsidiary in behalf of said G. H. Jackson.

40. State what wages the said G. H. Jackson was paid for the year immediately preceding the 25th day of June 1957.

Plaintiff further shows that the answers to said interrogatories are material to this cause and accordingly insist upon said answers being made.

THOMPSON & WHITE

BY:

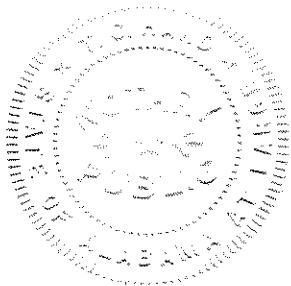
C. LeNoir Thompson
Attorneys for Plaintiff

STATE OF ALABAMA
BALDWIN COUNTY

Before me, I. C. Hand, a Notary Public, in and for said State and County, personally appeared one C. LeNoir Thompson, who being by me first duly sworn did depose and say as follows: My Name is C. LeNoir Thompson and I am the Attorney of Record for the Plaintiff in the above entitled cause and as such authority to make this affidavit. I further state that the answer of the Defendant to the foregoing interrogatories will, if truthfully made, be material evidence for the Plaintiff on the trial of said cause.

C. LeNoir Thompson

Sworn to and subscribed before me by the said C. LeNoir Thompson on this the 24 day of June, 1958.



I. C. Hand

Notary Public, State at Large

MY COMMISSION AS A NOTARY PUBLIC
EXPIRES 30 OF Jan 1960.

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

CIRCUIT COURT, BALDWIN COUNTY

BALDWIN COUNTY

No.

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon W.P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, and W.P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, Successors or Assigns to Brown Wood Preserving Company and w.p. brown & Sons Lumber Company, Inc., a Foreign Corporation, d/o/a Brown Wood Preserving Company and Ray E. Loper Lumber Company, 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 W.P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, & W.P. Brown & Sons Lumber Company, Inc., a Foreign Corporation, Successors or Assigns to Brown Wood Preserving Co., & W.P. Brown & Sons Lumber Co., Inc., a Foreign Corporation, d/o/a Brown Wood Preserving Company & Ray E. Loper Lumber Company, A Corporation, by Defendant

G. E. Jackson

Plaintiff.....

Witness my hand this 24th day of June 19 58

Deirda L. Duck Clerk

Ex 6-26-58
+ 6-30-58

G. H. JACKSON

Plaintiff

vs

W. P. BROWN & SONS LUMBER CO.,
INC., et al.

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 3594

TO: W. P. BROWN & SONS LUMBER CO., INC., ET AL. AND TO JACK SUDDUTH,
AND TO J. B. BLACKBURN, ATTORNEY FOR THE DEFENDANTS:

Please take notice that at 10 o'clock AM. on 29
day of Nov, 1960, at the office of Louise Dusenbury, Court
Reporter, at the Court House in Bay Minette, Alabama, the plaintiff
in this action desires to and will take the deposition of Jack
Sudduth, employee of one of the defendants as to the record of em-
ployment of the said plaintiff by one of the defendants requiring
said witness to produce the records under his supervision or con-
trol, in the course of his regular employment as to the employ-
ment of the said plaintiff for the last twelve months of said
plaintiff's employment showing amounts paid said plaintiff and
hours worked, such deposition being upon oral examination and
being taken pursuant to the statutes applicable to the taking
of the same before Louise Dusenbury, an officer authorized to
administer oaths by the laws of the State of Alabama.

Dated this 15 day of November, 1960.

THOMPSON & WHITE

BY:

C. L. Davis Thompson
Attorneys for plaintiff

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Jack Sudduth, who may
be found at Loper Lumber Co. office in Bay Minette, to be and ap-
pear before Louise Dusenbury, Court Reporter, at her office in the
Court House at Bay Minette, Alabama, at 10 o'clock on 29 day
of Nov, 1960, for the purpose stated in the above notice.

Dated this 15 day of Nov, 1960.

W. J. Newell
Clerk of the Circuit Court

G. H. JACKSON,

VS.

Plaintiff,

W. P. BROWN & SONS LUMBER
COMPANY, INC., ET AL.,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3421

ORDER APPROVING LUMP SUM SETTLEMENT

Upon reading the agreement and petition for a lump sum settlement under the Workmen's Compensation Law that has been filed in this cause on this date, and being fully advised in the premises, and it appearing that the allegations of the said agreement and petition are true and that the settlement is substantially in accord with the provisions of the Workmen's Compensation Law of Alabama, and that the lump sum settlement should be approved by the Court, it is hereby ORDERED AND ADJUDGED by the Court as follows:

1. The agreement, petition, settlement and release which provides for a lump sum settlement and for an additional payment into Court for the said employee of the sum of \$500.00, from which the employee shall pay the court costs incurred in this proceeding, be and the same is hereby in all respects approved.

2. The fee of Thompson and White, attorneys for the petitioner (employee), is hereby fixed at 15 % of the amount of the total award as shown by the said agreement, petition, settlement and release.

ORDERED AND ADJUDGED on this the 30 day of December,
1960.

Hubert M. Lee
Judge

G. H. JACKSON,

Plaintiff,

VS.

W. P. BROWN & SONS LUMBER
COMPANY, INC., ET AL.,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3421

AGREEMENT AND PETITION FOR LUMP SUM SETTLEMENT
UNDER WORKMEN'S COMPENSATION LAW

The undersigned G. H. Jackson, the petitioner (employee), and Ray E. Loper Lumber Company, Inc., a corporation, the defendant (employer), being the only parties interested in this proceeding, hereby petition the Court for approval of the following agreement and settlement of this proceeding and agree and represent unto this Court as follows:

1. The said employer and the said employee are now and were on the date of the accident hereinafter referred to subject to the provisions of the Workmen's Compensation Law of Alabama. The said employee, an adult residing in Baldwin County, Alabama, who can read and understand the English language, did on, to-wit, August 17, 1955, sustain an injury by accident while employed by the said employer, which accident and injury arose out of his employment and occurred in Baldwin County, Alabama, which resulted in approximately twenty-five percent (25%) permanent partial disability of employee's right arm, who was receiving at the time of the said injury wages at the rate of \$40.00 per week.

2. The defendant (employer) has, prior to the filing of this petition, paid the sum of \$706.98 to the said employee as compensation and doctor and medical bills totaling the sum of \$507.20.

3. The employee acknowledges that he has received the full medical, surgical and hospital benefits provided by the Workmen's Compensation Law, the cost of which has been paid by the employer.

4. It is hereby agreed that the employee is entitled to and shall receive additional compensation for the said injury in

the amount of \$500.00, to be paid in a lump sum, from which he will pay the costs of this proceeding.

5. Upon payment of the said balance of \$500.00, the employer shall be and it is hereby relieved of and discharged from all other and further liability of every kind and nature to the said employee.

Dated at Bay Minette, Alabama, on this the 30 day of December, 1960.

G. H. Jackson
G. H. Jackson, Employee

THOMPSON AND WHITE

By C. L. Davis Thompson
Attorneys for Employee

RAY E. LOPER LUMBER COMPANY, INC.,
a corporation, Employer

By J. B. Blackburn
As its Attorney

STATE OF ALABAMA)

BALDWIN COUNTY)

I, C. L. Davis Thompson, a Notary Public, within and for said County in said State, hereby certify that G. H. Jackson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 30 day of December, 1960.

C. L. Davis Thompson
Notary Public, Baldwin County, Alabama

G. H. JACKSON,

VS.

Plaintiff,

W. P. BROWN & SONS LUMBER
COMPANY, INC., ET AL.,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. _____

DEMURRER

Now come the defendants, W. P. Brown & Sons Lumber Company, Inc., a corporation, and Ray E. Loper Lumber Company, a corporation, and for demurrer to the complaint assign, separately and severally, the following:

1. It does not state a cause of action.

J. T. Blackburn
Attorney for defendants

Filed

8-21-58

C. LENOIR THOMPSON

Attorney-At-Law

BAY MINETTE, ALABAMA

PHONES: 5941
7487

June 24, 1958

re: G. H. Jackson, Plaintiff.
vs

Mrs. Alice J. Duck
Clerk of the Circuit Court
Bay Minette, Alabama

W. P. Brown & Sons Lumber
Company, Inc., a Foreign
Corporation, and W. P. Brown
& Sons Lumber Company, Inc.,
a Foreign Corporation,
Successors or Assigns to
Brown Wood Preserving
Company and W. P. Brown
& Sons Lumber Company, Inc.,
a Foreign Corporation, d/b/a
Brown Wood Preserving
Company and Ray E Loper
Lumber Company, a Corporation.
Defendants.

Dear Mrs. Duck:

Attached is summons and complaint in the above styled cause.

Request is made that service be had on Joe P. Robertson as the
statutory agent of W. P. Brown & Sons Lumber Company, Inc., a Foreign
Corporation and a separate service on Joe P. Robertson as statutory
agent of W. P. Brown & Sons Lumber Company Inc., a Foreign Corporation,
Successors or Assigns to Brown Wood Preserving Company and W. P. Brown
& Sons Lumber Company Inc., a Foreign Corporation d/b/a Brown Wood
Preserving Company.

also

Service is requested on Joseph P. Robertson of Fayette, Alabama
as an officer or agent in Ray E. Loper Lumber Company, a corporation
and a separate service on Ray E. Loper of Bay Minette, Alabama, as
an officer or agent of the said Ray E. Loper Lumber Company, a corp-
oration.

Attached is my check to cover proper service on Mr. Robertson
as the statutory agent of the Foreign Corporation noted above, there
being two services on him as a statutory agent and then ofcourse
one additional service as an officer or agent of the Ray E. Loper
Lumber Company, a Corporation, the latter which will be handled
through the Sheriff's office.

Attached is an original and four copies so that a total of
three services may be had on Joseph P. Robertson and one service on
Ray E. Loper.

Sincerely,



CLT/lw