

IN THE MATTER OF COMPENSATION )  
FOR INJURY TO: )  
CORNELIUS EVERETT PEACOCK )  
Employee )  
VS. )  
H. C. POLK TRUCKING COMPANY )  
Employer )

3696

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN LAW

RECEIPT AND RELEASE

The undersigned Cornelius Everett Peacock, for and in consideration of the sum of FOUR THOUSAND AND TWO HUNDRED and no/100(\$4,200.00)DOLLARS to him in hand paid by the Employers Mutual Liability Insurance Company of Wisconsin, a corporation, being the insurance company of H. C. Polk Trucking Company of Prentiss, Mississippi, said carrier being sometimes styled as Employers Mutual of Wausau, has and does hereby fully and completely release, relieve and discharge the said H. C. Polk Trucking Company, Prentiss, Mississippi, and the said Employers Mutual Liability Insurance Company of Wisconsin, sometimes known as the Employers Mutual of Wausau, from all other and further liability of every kind and nature which exists or may exist because of injury sustained by the undersigned Cornelius Everett Peacock while employed by H. C. Polk Trucking Company, Prentiss, Mississippi, which injury occurred on the 17th day of August, 1957, between Atmore and Brewton, Alabama, in Escambia County, at which time the said H. C. Polk Trucking Company, Prentiss, Mississippi, and the said Cornelius Everett Peacock, their said employee, were subject to the provisions of the Workmen's Compensation Law of Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, on this the 31<sup>st</sup> day of October, 1958.

Cornelius Everett Peacock (S)

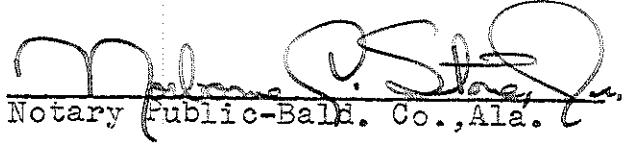
STATE OF ALABAMA

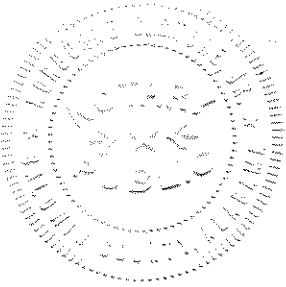
BALDWIN COUNTY

I, Norborne C. Stone, Jr., a Notary Public

for said County in said State, hereby certify that Cornelius Everett Peacock, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, on this the 31<sup>st</sup> day of October, 1958.

  
Notary Public-Bald. Co., Ala.



*Filed*  
*Nov. 4, 1958*  
*Alice J. Luck,*  
*clerk*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

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IN THE MATTER OF THE COMPEN-  
SATION OF:

CORNELIUS EVERETT PEACOCK

Employee

vs.

H. C. POLK TRUCKING COMPANY

Employer

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RECEIPT AND RELEASE

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FILED

NOV 4 1958

ALICE J. DUCK, Clerk

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J. CONNOR OWENS, JR.  
ATTORNEY AT LAW  
101 Court House Square  
BAY MINETTE, ALABAMA

IN THE MATTER OF COMPENSATION  
FOR INJURY TO CORNELIUS EVERETT  
PEACOCK, EMPLOYEE, AGAINST H. C.  
POLK TRUCKING COMPANY, A MISSI-  
SSIPPI CORPORATION, EMPLOYER, AND  
EMPLOYERS MUTUALS OF WAUSAU, IN-  
SURER.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

DECREE APPROVING SETTLEMENT

This day came Cornelius Everett Peacock in his own proper person and also by Chason & Stone, as his attorneys, and also came H. C. Polk Trucking Company, a Mississippi Corporation and Employers Mutuals of Wausau, a corporation, acting by and through J. Connor Owens as their attorney, and filed a petition in writing under oath of the said Cornelius Everett Peacock praying for the approval by this Court of a lump sum settlement of a claim of the said Cornelius Everett Peacock as Employee against H. C. Polk Trucking Company, a Mississippi Corporation, as the Employer and Employers Mutuals of Wausau, a corporation, as the Insurer of said Employer, on account of an injury sustained by the said Employee while working for the said Employer and while both of said parties were subject to the Workmen's Compensation Law of Alabama. And it appearing to the Court that the facts alleged in the petition are true and that the said Cornelius Everett Peacock fully and completely understands the settlement entered into between the parties to this proceeding and as embodied in the petition hereinabove referred to; and it further appearing to the Court that said settlement is fair and reasonable and that the same should be approved; and all of the above having been considered by the Court it is the opinion of the Court that the said Cornelius Everett Peacock should have and recover of the said Employer and its Insurer the sum of Four Thousand Two Hundred Dollars (\$4,200.00) as agreed upon between the parties hereto; it is, therefore,

ORDERED, ADJUDGED and DECREED by the Circuit Court of Baldwin County, Alabama, that the amount of compensation to which the said Cornelius Everett Peacock shall be entitled for and on account of the injuries described in the petition hereinabove referred to be, and it is hereby fixed at, Five Thousand Seven Hundred Twelve

Dollars (\$5,712.00) of which amount the sum of One Thousand Five Hundred Twelve Dollars (\$1,512.00) has heretofore been paid by the said Employer and its Insurer to the said Employee leaving a balance due of Four Thousand Two Hundred Dollars (\$4,200.00) which is hereby commuted to a lump sum payment in said amount, which said lump sum the said H. C. Polk Trucking Company, a Mississippi Corporation, and Employers Mutuals of Wausau, a corporation, jointly, are hereby ordered to pay to the said Cornelius Everett Peacock.

It is further ORDERED, ADJUDGED and DECREED by the Court that the settlement as agreed upon between the Employee and his Employer and the Insurer of said Employer as embodied in the petition hereinabove referred to and filed in this Court be, and the same hereby is, approved and that upon the payment of said sum to the said Cornelius Everett Peacock that the said H. C. Polk Trucking Company, a Mississippi Corporation and Employers Mutuals of Wausau, a corporation, (being the correct corporate name of the Employers Mutuals of Wausau) be, and they hereby are, absolved of any further liability to the said Cornelius Everett Peacock for and on account of the injuries sustained by him on August 17, 1957, and of any further liability under the Workmen's Compensation Law of the State of Alabama, for and on account of said injuries on said date.

It further appearing to the Court that it was necessary that the said Cornelius Everett Peacock employ an attorney to represent him in this matter and that he did employ the law firm of Chason & Stone of Bay Minette, Alabama, and that such firm is entitled to compensation for the services rendered by it for the said Cornelius Everett Peacock in this matter; it is, therefore

Further ORDERED, ADJUDGED and DECREED by the Circuit Court of Baldwin County, Alabama, that the employment by the said Cornelius Everett Peacock of the law firm of Chason & Stone of Bay Minette, Alabama, to represent him in this matter be, and the same is, hereby approved, and that said firm should receive as reasonable compensation for its services the sum of Six Hundred Thirty Dollars (\$630.00), being fifteen percent (15%) of the amount involved in this settlement, which said sum the said Cornelius Everett Peacock

is hereby ordered and directed to pay to said firm.

It is further ORDERED, ADJUDGED and DECREED by the Court that the said H. C. Polk Trucking Company, a Mississippi Corporation, pay the cost of this proceeding.

Done this the 4<sup>th</sup> day of November, 1958.

Hubert M. Hall  
Circuit Judge

*M*

IN THE MATTER OF COMPENSATION  
FOR INJURY TO CORNELIUS EVERETT  
PEACOCK , EMPLOYEE, AGAINST H. C.  
POLK TRUCKING COMPANY, A MISSISSI  
PPI CORPORATION, EMPLOYER, AND  
EMPLOYERS MUTUALS OF WAUSAU, IN-  
SURER.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

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DECREE APPROVING SETTLEMENT

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FILED

NOV 4 1958

ALICE J. DUCK, Clerk

LAW OFFICES  
**CHASON & STONE**  
BAY MINETTE, ALABAMA

IN THE MATTER OF COMPENSATION  
FOR INJURY TO CORNELIUS EVERETT  
PEACOCK, EMPLOYEE, AGAINST H. C.  
POLK TRUCKING COMPANY, A MISSI-  
SSIPPI CORPORATION, EMPLOYER, AND  
EMPLOYERS MUTUALS OF WAUSAU, IN-  
SURER.

X  
X  
X  
X  
X  
X

IN THE CIRCUIT COURT OF  
  
BALDWIN COUNTY, ALABAMA  
  
AT LAW

PETITION FOR APPROVAL OF LUMP SUM SETTLEMENT

TO: THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, AND  
TO: THE HONORABLE HUBERT M. HALL, JUDGE THEREOF:

Comes the undersigned Cornelius Everett Peacock in his own proper person and also H. C. Polk Trucking Company, a Mississippi Corporation and Employers Mutuals of Wausau, a Corporation, acting by and through their attorney, and respectfully represent and show unto Your Honor and unto this Honorable Court as follows:

FIRST:

That all of the parties to this petition are the only parties interested in the above styled cause and in the matters herein alleged. That they are all subject to the provisions of the Workmen's Compensation Law of the State of Alabama. That said Employers Mutuals of Wausau, a Corporation, was the insurance carrier for the employer at the time of said injury to said employee.

SECOND:

That the said employee, who is over the age of twenty-one years and a resident citizen of Bay Minette, Baldwin County, Alabama, did, on to-wit: the seventeenth day of August, 1957, sustain an injury by accident while employed by said H. C. Polk Trucking Company, which injury occurred near Brewton, Escambia County, Alabama, and resulted in permanent partial disability of said employee of from twenty percent (20%) to twenty-five percent (25%) on account of an acute herniated disc in his back which had to be removed.

THIRD:

That the said employee was receiving, at the time of the injury, wages at the rate of One Hundred Eleven Dollars (\$111.00)



per week.

FOURTH:

It has been heretofore agreed between the parties hereto, and it is hereby further agreed, that the employee is entitled to and shall receive compensation for said injury from the said employer, beginning August 24, 1957, at the rate of Nineteen Dollars and Four Cents (\$19.04) per week during disability for three hundred (300) weeks payable as follows: the sum of Fifteen Hundred and Twelve Dollars (\$1,512.00) has previously been paid by the employer to the employee and the balance of said sum, or Forty-two Hundred Dollars (\$4,200.00) shall be payable in a lump sum conditioned upon the approval of this settlement by this Honorable Court, the combined total compensation paid and to be paid is Five Thousand Seven Hundred Twelve Dollars (\$5,712.00). The employee acknowledges that he will be paid in this settlement the full amount to which he is entitled to receive from said employer and his insurance carrier and agrees to execute a proper release and receipt.

FIFTH:

The employee acknowledges that he has received to-date medical and surgical treatments and benefits given by said act and, in fact, has received benefits in excess of the requirements of said act from said employer.

SIXTH:

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

WHEREFORE, the premises considered, each of the undersigned do hereby respectfully petition this Honorable Court to approve a lump sum settlement of this claim for workmen's compensation by the undersigned Cornelius Everett Peacock against H. C. Polk Trucking Company in the total lump sum of Forty-two Hundred Dollars (\$4,200.00); and to fix the attorneys' fee payable to Chason & Stone, the attorneys for the employee, and approve the employment of said

firm by the undersigned employee.

Dated at Bay Minette, Alabama, on this the 31<sup>st</sup> day of October, 1958.

Cornelius Everett Peacock  
Cornelius Everett Peacock

CHASON & STONE

By: M. Chason & N. Stone, Jr.  
Attorneys for Employee

H. C. POLK TRUCKING COMPANY,  
A MISSISSIPPI CORPORATION,  
and EMPLOYERS MUTUALS OF WAU-  
SAU, A CORPORATION

By: Alvin Lewis, Jr.  
As their attorneys

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public, in and for said County in said State, personally appeared Cornelius Everett Peacock, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That his name is Cornelius Everett Peacock and that he is one and the same person as the employee in the foregoing petition and that he executed said petition as such employee and that the facts alleged therein are true and correct. That he has read said petition and has a full understanding of the terms and effect thereof and that he executed the same as his free act and deed for the uses and purposes therein expressed and as a full settlement of

all claims on account of the injury therein alleged.

Cornelius Everett Peacock  
Cornelius Everett Peacock

Sworn to and subscribed before me  
on this the 31<sup>st</sup> day of October,  
1958.

Malcolm P. Stone, Jr.  
Notary Public, Baldwin County, Alabama.

*Filed Nov. 7, 1958*

3696

IN THE MATTER OF COMPENSATION FOR  
INJURY TO EVERETT PEACOCK, EM-  
PLOYEE, AGAINST H. C. POLK TRUCK-  
ING COMPANY, A MISSISSIPPI CORPOR-  
ATION, EMPLOYER, AND EMPLOYERS  
MUTUALS OF WAUSAU, INSURER.

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PETITION FOR APPROVAL OF LUMP  
SUM SETTLEMENT

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

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FILED  
NOV 4 1958  
ALICE J. DUCK, Clerk

LAW OFFICES  
CHASON & STONE  
BAY MINETTE, ALABAMA