

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON
LAWYERS

SUITE 622 FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON, JR.
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
W. C. BOONE, JR.
DONALD F. PIERCE

MAILING ADDRESS:
P. O. BOX 123

CABLE ADDRESS:
HAB

TELEPHONE:
HEMLOCK 2-5514

January 12, 1960

Honorable Alice Duck
Clerk of the Circuit Court
of Baldwin County, Alabama
Bay Minette, Alabama

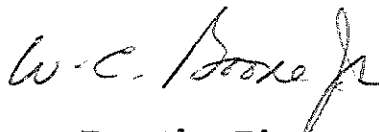
Re: Barlow v. Hartford Accident and St. Louis
Terminal Field Warehouse - In the Circuit
Court of Baldwin County - Case No. 3951

Dear Mrs. Duck:

Enclosed is demurrer on behalf of St. Louis
Terminal Field Warehouse, requesting that our
demurrers previously filed be re-filed to the amend-
ed complaint.

I would appreciate your noting receipt of this
demurrer.

Yours very truly,



For the Firm

WCB.cmb
Enc.

ROGERS, ROGERS & SCOTT

ATTORNEYS-AT-LAW

GREENVILLE, ALABAMA

HOWELL P. ROGERS
LAMBKIN H. ROGERS
FREDERICK A. SCOTT

August 22, 1959

Mrs. Alice J. Duck
Circuit Clerk
Courthouse
Bay Minette, Alabama

Dear Mrs. Duck:

I am enclosing herewith nine copies of Summons and Complaint in the matter of Thomas A. Barlow Vs. Riemers Company, Inc. *et al.* Mr. Barlow, Plaintiff, has the original Summons and Complaint in his possession. He is to sign the Summons and Complaint and bring it to your office on Tuesday August 26th. It will be necessary for Judge Hall to sign the order on the last page.

I would appreciate it very much if you would check the original Summons and Complaint and be sure that Mr. Barlow signs on the 3rd page, on the 4th page and the 5th page. His signature on the 4th page must be notarized.

There are four defendants. Service of this Summons and Complaint should be had on these four defendants as follows:

1. Riemers Company, Inc., is an Alabama corporation domiciled at Foley, Alabama. Service can be had on W. H. Riemer, its president, at the office of Riemers Company, Inc., in Foley.
 2. St. Louis Terminal Field Warehouse Company is a Missouri corporation authorized to and doing business in the State of Alabama. The agents for service of process for this corporation are Fred S. Ball, Jr. and Richard A. Ball. Their address is 717 First National Bank Building, Montgomery, Alabama.
 3. Hartford Accident and Indemnity Company and
 4. General Mutual Insurance Company
- are insurance companies doing business in the State of Alabama and should be served in accordance with Code of Alabama 1940, Title 28, Sec. 65, by service of the Summons and Complaint on the Superintendent of Insurance for the State of Alabama, State Capitol, Montgomery, Alabama. Service on the insurance companies

Mrs. Alice J. Duck, Circuit Clerk
8-22-59
page 2

must be made in triplicate.

I believe you will find an adequate number of copies of the complaint for service. The copies must be conformed with the original Summons and Complaint.

The writer will personally appreciate your seeing that Mr. ~~Baldwin~~ ^{Barlow} signs the Summons and Complaint properly and marking the Summons and Complaint filed as soon as you receive it in your office. Time is of the essence in this matter because of the fact that the Statute of Limitation will expire August 29, 1959.

I have written Mr. ^{Barlow} ~~Baldwin~~ and instructed him to come to your office immediately with the Summons and Complaint properly signed. I have asked him to call me long distance, collect, from your office. As soon as he comes in I will appreciate your having him call me and be sure that everything is in order.

It was a real pleasure meeting you at your office a few days ago. I spoke to Tommy and told him I had met you. I look forward to seeing you again in the near future.

Very truly yours,

ROGERS, ROGERS & SCOTT

By:


F. A. Scott

FAS/n

P.S. The original Summons and Complaint must be signed by Judge Hall. An order for his signature is on the last page of the Summons and Complaint. I will appreciate your submitting this to him for signature. I have already discussed the signing of the order with Judge Hall and he advised me that he would sign it when presented to him.

THOMAS A. BARLOW,)	
)	
Plaintiff,)	
)	
Vs.)	
)	
RIEMERS COMPANY, INC.,	)	IN THE CIRCUIT COURT OF
A corporation)	
	)	BALDWIN COUNTY,
ST. LOUIS TERMINAL FIELD WARE-)	
HOUSE COMPANY, A corporation,	)	ALABAMA.
)	
GENERAL MUTUAL INSURANCE COMPANY,)	
A corporation, and)	
	)	CASE NO. _____
HARTFORD ACCIDENT & INDEMNITY)	
COMPANY, A corporation,)	
)	
Defendants.)	

D E M U R R E R

Comes now defendant, St. Louis Terminal Field Warehouse Company, a corporation, in the above styled cause, and demurs to the plaintiff's complaint and each count thereof, separately and severally, and for separate and several grounds of demurrer assigns the following, separately and severally:

1. The residence of this defendant is not set forth with sufficient certainty.

2. The allegation that the relation of employer and employee existed between this defendant and the plaintiff, on or about August 29, 1958, is merely the conclusion of the plaintiff, with insufficient facts alleged in support thereof.

3. The allegation that plaintiff and this defendant were subject to the Workmen's Compensation Laws of Alabama is merely the conclusion of the plaintiff, with insufficient facts alleged in support thereof.

4. It is not alleged where the place of business of this

defendant was at the time of said alleged accident.

5. For aught appearing, plaintiff may have been hired by a contract of employment, if any, executed without the State of Alabama.

6. It is not alleged with sufficient certainty where within Baldwin County, Alabama the alleged injury to plaintiff occurred.

7. For aught appearing, the alleged injury to plaintiff occurred on premises owned by someone other than this defendant.

8. For aught appearing, the alleged injury to plaintiff occurred on premises which were in no manner under the control or management of this defendant.

9. For aught appearing, the alleged injury to plaintiff occurred while plaintiff was doing work other than that connected with his employment.

10. For aught appearing, the alleged injury to plaintiff arose from a voluntary act of the plaintiff, not accepted by or known to this defendant in that it is not alleged that the actual or lawfully imputed negligence of this defendant, if any, was the proximate and natural cause of plaintiff's injury.

11. The averments of notice to the defendants are merely the conclusions of the plaintiff and no facts are alleged in support thereof.

12. The averments that this defendant had prompt and immediate notice of said accident are merely conclusions of the plaintiff

with insufficient facts alleged in support thereof.

13. For that the complaint is multifarious.

14. The manner and time of the alleged notice to this defendant are not set out.

15. There is no allegation as to the amount of the average weekly earnings received by plaintiff for one year prior to the alleged injury.

16. The allegation in the complaint concerning the average weekly wages of the plaintiff is insufficient.

17. The complaint fails to allege the number of dependents, if any, which the plaintiff has.

18. There is an improper joinder of parties defendant.

19. For that there is a misjoinder of parties defendant.

20. For that there is a misjoinder of parties defendant, in that it affirmatively appears from the complaint that plaintiff has no direct cause of action against defendant, General Mutual Insurance Company.

21. For that there is a misjoinder of parties defendant, in that it affirmatively appears from the complaint that plaintiff has no direct cause of action against defendant, Hartford Accident and Indemnity Company.

22. For that there is a misjoinder of parties defendant, in that there is no provision under Alabama law for a direct action against an insurance carrier in a suit of this type and it

affirmatively appears from the complaint that the plaintiff has joined as defendants the insurance carriers of the other two defendants.

23. For that the complaint is duplicitous.

By W. C. Boone, Jr.
Attorney for St. Louis Terminal
Field Warehouse Company, a
corporation.

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON.

FILED

SEP 26 1959

ALICE J. DUCK, CLERK
REGISTER

*Demurrer rejected
to Amendment*

1-13-60

*Alice J. Duck,
clerk*

3951

and similarly and such evidence should be admitted as competent evidence as to the facts and circumstances of the case and the evidence should be admitted as competent evidence as to the facts and circumstances of the case.

and the evidence should be admitted as competent evidence as to the facts and circumstances of the case.

RECEIVED
FEB 24 1959
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

RECEIVED
FEB 24 1959
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

Memorandum Referred
to Amendment
1-12-60
Re: James R. Clark

FILED

24 1959

ALICE L. DUCK, CLERK
REGISTER

JOHNSTON, McCALL & JOHNSTON
LAWYERS
EIGHTH FLOOR FIRST NATIONAL BANK ANNEX
MOBILE, ALABAMA

SAMUEL M. JOHNSTON
DAN T. McCALL, JR.
WILLIAM E. JOHNSTON
SAMUEL M. JOHNSTON, JR.
PIERRE PELHAM

MAILING ADDRESS:
P. O. BOX 550
MOBILE 4, ALABAMA

September 25, 1959

Mrs. Alice Duck
Clerk, Circuit Court
Baldwin County
Bay Minette, Alabama

Dear Mrs. Duck:

I am enclosing herewith some demurrers in
the case of Thomas A. Barlow vs. Riemers Company,
Inc., a corporation, et al, No. 3951, which I
would thank you to file.

Yours very truly,


William E. Johnston

WEJ:hb

Enclosure

Would you kindly acknowledge?

S U M M O N S A N D C O M P L A I N T

THE STATE OF ALABAMA,
BALDWIN COUNTY.

No. _____

CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

RISBROS COMPANY, INC., a Corporation
ST. LOUIS TERMINAL FIELD WAREHOUSE COMPANY, a Corporation
GENERAL MUTUAL INSURANCE COMPANY, a Corporation, and
HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation

to appear within thirty days from the service of this writ in the Circuit
Court, to be held for said County at the place of holding the same, then
and there to answer the complaint of

THOMAS A. BARLOW

WITNESS my hand this the 26 day of August, 1959.

Reise J. Huch
Clerk

THOMAS A. BARLOW,

P l a i n t i f f

-VS-

RIEMERS COMPANY, INC.,
A Corporation

ST. LOUIS TERMINAL FIELD WAREHOUSE COMPANY,
A Corporation

GENERAL MUTUAL INSURANCE COMPANY,
A Corporation, and

HARTFORD ACCIDENT AND INDEMNITY COMPANY,
A Corporation,

D e f e n d a n t s.

) IN THE
) CIRCUIT COURT

) OF
) BALDWIN COUNTY,
) ALABAMA

Plaintiff claims of the defendants benefits under the Workmen's Compensation Laws of Alabama due and owing under the following statement of facts: On or about August 29, 1958, the relation of employers and employee existed between the defendants, Riemers Company, Inc., and St. Louis Terminal Field Warehouse Company, and plaintiff, Thomas A. Barlow, and plaintiff and said defendants were subject to Workmen's Compensation Laws of Alabama, and while so employed and engaged in the business of the defendants Riemers Company, Inc., a Corporation, and St. Louis Terminal Field Warehouse Company, a Corporation, and while acting in the line or scope of his employment with said defendants, plaintiff suffered an accident which arose out of and in the course of said employment. As a proximate result of said accident plaintiff suffered a severe injury to his right hand requiring and resulting in the amputation of plaintiff's right hand. A controversy has arisen as to the benefits to be paid under Workmen's Compensation.

At the time of said accident, defendant General Mutual Insurance Company, a Domestic Corporation, was the Workmen's Compensation Insurance carrier for defendant, Riemers Company, Inc., and at that time there was in full force and effect, by payment of premiums or otherwise, an insurance policy issued by defendant General Mutual Insurance Company, in favor of defendant Riemers Company, Inc., affording Workmen's Compensation Insurance coverage for the employees of defendant Riemers Company, Inc.


At the time of said accident defendant Hartford Accident and Indemnity Company, a Foreign Corporation, authorized to and doing business in the State of Alabama, was the Workmen's Compensation Insurance Carrier for defendant, St. Louis Terminal Field Warehouse Company, and at that time there was in full force and effect, by payment of premiums or otherwise, an insurance policy issued by defendant Hartford Accident and Indemnity Company in favor of defendant, St. Louis Terminal Field Warehouse Company, affording Workmen's Compensation Insurance coverage for the employees of defendant St. Louis Terminal Field Warehouse Company.

At the time of said accident on or about August 29, 1958, plaintiff was attempting or preparing to make an adjustment on a mechanical corn picker and his right hand was caught in the husking rollers or other part of said machine, as a proximate result of which, plaintiff suffered the loss by amputation of his right hand. The said accident occurred in Baldwin County, State of Alabama.

Plaintiff avers that each of the defendants had prompt and immediate notice of said accident, and that the defendants have failed, neglected or refused to pay any Workmen's Compensation benefits by way of weekly compensation payments, hospital bills, drug bills, x-ray bills, doctors' bills, or otherwise.

Plaintiff alleges that at the time of the injury his average weekly wages was the sum of, to-wit: Sixty Dollars (\$60.00).

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


Thomas A. Barlow

STATE OF ALABAMA,

BALEWIE COUNTY.

Before me, W. J. Muck, ^{Clerk Circuit Court} a ~~Notary Public~~

in and for said County in said State, personally appeared Thomas A. Barlow,
who is known to me and who being duly sworn, deposes and says on oath
that he has read the foregoing petition and the statements made therein
are true and correct and that he knows of his own knowledge that they
are correct.

Thomas A. Barlow

Thomas A. Barlow

Sworn to and subscribed before me on this the 26 day of

August, 1959.

Notary Public

STATE OF ALABAMA,

BALDWIN COUNTY.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY:

Now comes Thomas A. Barlow and shows unto your Honor that he is an employee as defined by the Workmen's Compensation Laws of Alabama; that his employer is Hiemars Company, Incorporated, a corporation domiciled in the State of Alabama, with home office in Foley, Alabama, and St. Louis Terminal Field Warehouse Company, a foreign corporation domiciled in the State of Missouri, authorized to and doing business in the State of Alabama; that he has suffered an injury while acting in the line or scope of his employment; that he has been unable to reach a settlement with his employer and that he prays for permission to secure the services of attorneys to represent him in this matter. He requests permission to secure the services of Rogers, Rogers & Scott, Attorneys at Law, Greenville, Alabama, for this purpose.

Thomas A. Barlow
Thomas A. Barlow

ORDER

The foregoing having been submitted and the Court being of the opinion that said permission should be granted, the said Thomas A. Barlow is hereby permitted and authorized to employ the firm of Rogers, Rogers & Scott, Attorneys at Law, Greenville, Alabama, 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 Hiemars Company, Incorporated, and St. Louis Terminal Field Warehouse Company.

DONE this 26 day of August, 1959.

Hubert M. Hall
Circuit Judge

Journal of Management Education 36(7) 809-824
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ROGERS, ROGERS & SCOTT

ATTORNEYS-AT-LAW

GREENVILLE, ALABAMA

HOWELL P. ROGERS
LAMBKIN H. ROGERS
FREDERICK A. SCOTT

January 8, 1960

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

Re: Thomas A. Barlow
vs. Riemers Company, Inc.
No. 3951
Circuit Court, Baldwin County

Dear Mrs. Duck:

Please file the enclosed amendment in the captioned matter.

Very truly yours,

ROGERS, ROGERS & SCOTT

By:


F. A. Scott

FAS/n

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON
LAWYERS

SUITE 622 FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

September 23, 1959

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON, JR.
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
W. C. BOONE, JR.
DONALD F. PIERCE

MAILING ADDRESS:
P. O. BOX 123

CABLE ADDRESS:
HAB

TELEPHONE:
HEMLOCK 2-5514

Miss Alice J. Duck, Clerk
Circuit Court of
Baldwin County
Bay Minette, Alabama

Re: Thomas A. Barlow v. Riemers Company,
Inc., et al.

Dear Miss Duck:

Enclosed are demurrers on behalf of St.
Louis Terminal Field Warehouse Company and
Hartford Accident and Indemnity Company, de-
fendants in the above cause.

If you will be so kind as to acknowledge
receipt of these on the copy of this letter
which is enclosed, I would appreciate it.

Yours very truly,

W.C. Boone, Jr.
For the Firm

WCB:cmb
Encls.

THOMAS A. BARLOW,	)	IN THE CIRCUIT COURT OF
Plaintiff	)	BALDWIN COUNTY, ALABAMA
Vs.	)	NO. _____
REIMERS COMPANY, INC.,)	
a Corporation, et al,)	
Defendants)	

This cause coming on to be heard on petition of the parties hereto for approval of the settlement of the claim of Thomas A. Barlow, upon the terms stated in said petition, and the Court being fully advised in the premises, and it appearing that the allegations of said petition are true, and the Court having made inquiry into the bona fides of claimant's claim, and the liability of the defendants, and being of the opinion that it is to the best interest of the employee that he settle and compromise his claim as set out in the agreement, and that such settlement is substantially the amount he is entitled to under the compensation laws of the State of Alabama, the Court does hereby find and determine that it is to the best interest of the employee that said employee accept the sum of \$2,000.00, in addition to the medical, doctors and hospital bills which have already been paid as a full compromise settlement and 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 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 the said petition shall have been made, said defendants and their insurance carriers 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 or otherwise.

It is further ordered that Frederick A. Scott, attorney for the plaintiff, be allowed a fee of an amount equal to 15% of the compensation paid by the defendants herein.

DONE this 19 day of July, 1960.

Hubert M. Steg
JUDGE, CIRCUIT COURT,
BALDWIN COUNTY, ALABAMA

FILED

JUL 19 1960

ALICE J. DUCK, CLERK
REGISTER

THOMAS A. BARLOW,
Plaintiff
Vs.
RIEMERS COMPANY, INC.,
a corporation, et al.,
Defendants.

IN THE
CIRCUIT COURT OF
BALDWIN COUNTY,
ALABAMA
Case No. 3951

DECREE ON DEMURRERS

This matter coming on to be heard on demurrers filed by defendant, Riemers Company, Inc., and defendant, St. Louis Terminal Field Warehouse Company to the original complaint as amended; and upon consideration, the Court is of the opinion that the demurrers are not good in law,

It is therefore ordered, adjudged and decreed that the demurrers of Riemers Company, Inc., Numbers One through Nine, and of St. Louis Terminal Field Warehouse Company, Numbers One through Twenty-Three, be and the same are hereby overruled; and further the defendants may have twenty days from this date in which to answer, if they be so advised.

Done this 21st day of June, 1960.

Hubert H. Hall

CIRCUIT JUDGE

THOMAS A. BARLOW,)	
)	
Plaintiff,)	
)	
Vs.)	
)	
RIEMERS COMPANY, INC.,	)	IN THE CIRCUIT COURT OF
A corporation,)	
	)	BALDWIN COUNTY,
ST. LOUIS TERMINAL FIELD WARE-)	
HOUSE COMPANY, A corporation,	)	ALABAMA.
)	
GENERAL MUTUAL INSURANCE COMPANY,)	
A corporation, and	)	CASE NO. _____
)	
HARTFORD ACCIDENT & INDEMNITY)	
COMPANY, A corporation,)	
)	
Defendants.)	

D E M U R R E R

Comes now defendant, Hartford Accident & Indemnity Company, a corporation, in the above styled cause, and demurs to the plaintiff's complaint and each count thereof, separately and severally, and for separate and several grounds of demurrer assigns the following, separately and severally:

1. The residence of this defendant is not set forth with sufficient certainty.

2. The allegation that the relation of employer and employee existed between the defendants, Riemers Company, Inc., St. Louis Terminal Field Warehouse Company, and the plaintiff, on or about August 29, 1958, is merely the conclusion of the plaintiff, with insufficient facts alleged in support thereof.

3. The allegation that plaintiff and said defendants were subject to Workmen's Compensation Laws of Alabama is merely a conclusion of the plaintiff, with insufficient facts alleged in support thereof.

4. It is not alleged where the place of business of this

defendant was at the time of said alleged accident.

5. For aught appearing, plaintiff may have been hired by a contract of employment, if any, executed without the State of Alabama.

6. It is not alleged with sufficient certainty where within Baldwin County, Alabama the alleged injury to plaintiff occurred.

7. For aught appearing, the alleged injury to plaintiff occurred on premises owned by someone other than any of the defendants.

8. For aught appearing, the alleged injury to plaintiff occurred on premises which were in no manner under the control or management of any of the defendants.

9. For aught appearing, the alleged injury to plaintiff occurred while plaintiff was doing work other than that connected with his employment.

10. It is not alleged by whom plaintiff was employed at the time of the alleged injury.

11. For aught appearing, the alleged injury to plaintiff arose from a voluntary act of the plaintiff, not accepted by or known to any of the defendants, in that it is not alleged that the actual or lawfully imputed negligence of the defendants, if any, was the proximate and natural cause of plaintiff's injury.

12. The averments of notice to each defendant are merely the conclusions of the plaintiff and no facts are alleged in support thereof.

13. The averment that this defendant had prompt and immediate notice of said accident is merely a conclusion of the plaintiff with insufficient facts alleged in support thereof.

14. The manner and time of the alleged notice to each defendant are not set forth.

15. There is no allegation as to the amount of the average weekly earnings received by plaintiff for one year prior to the alleged injury.

16. The allegation in the complaint concerning the average weekly wages of the plaintiff is insufficient.

17. The complaint fails to allege the number of dependents, if any, which the plaintiff has.

18. There is an improper joinder of parties defendant.

19. For that there is a misjoinder of parties defendant.

20. For that there is a misjoinder of parties defendant, in that it affirmatively appears from the complaint that plaintiff has no direct cause of action against this defendant.

21. For that there is a misjoinder of parties defendant, in that it affirmatively appears from the complaint that plaintiff has no direct cause of action against defendant, General Mutual Insurance Company.

22. For that there is a misjoinder of parties defendant, in that there is no provision under Alabama law for a direct action against an insurance carrier in a suit of this type and it

affirmatively appears from the complaint that the plaintiff has joined as defendants the insurance carriers of St. Louis Terminal Field Warehouse Company and Riemers Company, Inc.

23. For that the complaint is multifarious.

24. For that the complaint is duplicitous.

By W.C. Boone, Jr.
Attorney for Hartford Accident
& Indemnity Company, a corporation.

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON.

FILED

9-24-59

ALICE J. DUCK, CLERK
REGISTER

*Remover refiled
to amendment*

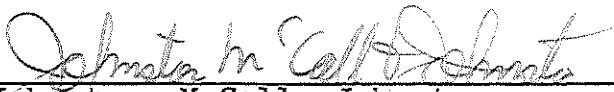
1-13-60

*Alice J. Duck,
clerk*

THOMAS A. BARLOW,	Y	IN THE CIRCUIT COURT OF
Plaintiff,	Y	BALDWIN COUNTY, ALABAMA
Vs.	Y	
RIEMERS COMPANY, INC.,	Y	
a corporation, et al.,	Y	CASE NO. 3951
Defendants.	Y	

Comes the Defendant, Riemers Company Corporation, Inc.
and refiles to the Plaintiff's amended complaint the demurrer
filed to the original complaint and adds thereto the following
additional grounds:

(8) The complaint does not show that the Defendant had
actual knowledge of the Plaintiff's injury, nor does it show
that he received written notice of the Plaintiff's injury.


Johnston, McCall, Johnston
Attorney for the Defendant
Riemers Company, Inc. a corporation
P. O. Box 550

C E R T I F I C A T E

I hereby certify that I have served a copy of the fore-
going demurrer on F. A. Scott, attorney for the Plaintiff,
Greenville, Alabama, and on W. C. Boone, Jr., attorney for the
Defendant, St. Louis Terminal Warehouse Company, a corporation,
622 First National Bank Building, Mobile, Alabama by depositing
a copy of the same addressed to them in the United States mail,
postage prepaid, this 13th day of January, 1960.


William E. Johnston

THOMAS A. BARLOW,	)	IN THE CIRCUIT COURT OF
Plaintiff	)	BALDWIN COUNTY, ALABAMA
Vs.)	
REIMERS COMPANY, INC.,	)	NO. <u>3951</u>
a Corporation, et al,)	
Defendants)	

IN THE MATTER OF COMPENSATION FOR INJURY

The undersigned being the only parties interested in the above matter hereby petition the Court for approval of the following agreement and settlement and represent unto the Court as follows:

That Reimers Company, Inc., a corporation and the St. Louis Terminal Field Warehouse Company, a corporation, were at the time of the accident hereinafter referred to, subject to the provisions of the Workmen's Compensation laws of the State of Alabama; that the plaintiff, Thomas A. Barlow, is over the age of twenty-one (21) years and can read and write and understand the English language; it is agreed that Barlow's weekly earnings were \$85.00 per week prior to the accident, and that if weekly compensation were awarded, it would be awarded on a basis of \$31.00 per week; that said plaintiff resides at Box 548, Foley, Baldwin County, Alabama; that on the 29th day of August, 1958, the plaintiff was operating a corn picking machine on property of the defendant, Reimers Company, Inc., in Baldwin County, Alabama; that the plaintiff, in attempting to make an adjustment on said machine sustained an injury to his right hand which caused same to be amputated

shortly thereafter. A dispute has arisen as to whether or not the plaintiff (1) was a "farm laborer" at the time of the accident complained of, so as to exempt him from coverage under the Workmen's Compensation laws of the State of Alabama; and/or (2) whether the plaintiff was an employee of defendant Reimers Company, Inc., or defendant St. Louis Terminal Field Warehouse Company, or both, at the time of the accident complained of. The respective defendants take the position, first, that Barlow was a "farm laborer" at the time of the accident, or, in the alternative, that Barlow was the sole employee of the other defendant at the time of the accident. However, the defendants and the plaintiff, in order to avoid litigation and an undue lapse of time, desire to settle and compromise any and all claims arising or to arise out of, or in any way connected with said injury, and said plaintiff and both defendants have agreed upon a final settlement, the defendants, nevertheless, expressly denying that the plaintiff was their employee at the time of the accident, on the terms and conditions hereinbelow set out.

The defendants herein will pay, and Barlow will receive, an aggregate of \$2,000.00 in full and final settlement and satisfaction of any and all claims in any way arising out of or connected with said accident, injury or disability or the treatment thereof, irrespective of any disability or wages which may exist or be earned by said employee in the future, and for any and all obligations to pay future or additional compensation, or to furnish or pay for any future medical and

surgical treatment. All medical and doctors' bills incurred by the plaintiff as a result of the accident complained of have been paid by these defendants.

This settlement contains the entire agreement between the parties hereto and the said employers and their insurance carriers do not and have not assumed or expressed obligations of any kind to said employee except payment of said lump sum and the medical and hospital bills already paid. Thomas A. Barlow alleges that it was necessary for him to employ an attorney for the purpose of representing him in prosecuting this case and obtaining the compromise contained herein and, he employed Frederick A. Scott of Greenville, Alabama, to so represent him and prays for the Court to allow and authorize him to be paid an attorney's fee in accordance with the amount allowed by law from the compensation to be paid herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 8th day of July, 1960.

Thomas A. Barlow
Employee

Frederick A. Scott
Employee's Attorney

REIMERS COMPANY, INC., a Corporation

By: William L. Johnston
Its Attorney

ST. LOUIS TERMINAL FIELD WAREHOUSE
COMPANY, a Corporation

By: W. C. Boone, Jr.
Its Attorney

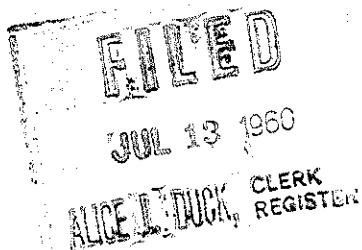
STATE OF ALABAMA)

ACKNOWLEDGMENT

COUNTY OF BUTLER)

On this 12th day of July, 1960, before me, the undersigned notary public in and for said County in said State, personally appeared Thomas A. Barlow, who is known to me to be the identical person described herein and who executed the foregoing instrument as employee, and who acknowledged that the same is true, and that, after having read the same, and with a full understanding of the matters and things contained therein, and in full and final settlement and satisfaction of any and all claims, on account of or in any way connected with the injury referred to above.

Given under my hand this 12th day of July, 1960.



H. P. Royer
NOTARY PUBLIC, Butler County,
Alabama

THOMAS A. BARLOW,	:	IN THE CIRCUIT COURT OF
Plaintiff,	:	BALDWIN COUNTY, ALABAMA
Vs.	:	
	:	CASE NO. 3951
RIEMERS COMPANY, INC.,	:	
a corporation, et al.,	:	
	:	
Defendants.	:	

Comes now the defendant, St. Louis Terminal Field Warehouse Company, a corporation, in the above styled cause, and re-files to the plaintiff's last amended complaint, separately and severally, each and every demurrer heretofore filed by said defendant to the plaintiff's original complaint, separately and severally.

W. C. Boone Jr.

622 First National Bank Building
Mobile, Alabama
Attorney for defendant St. Louis
Terminal Field Warehouse Company,
a corporation.

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

C E R T I F I C A T E

I hereby certify that I have served copies of the foregoing demurrers on F. A. Scott, Esq., attorney for the plaintiff, Greenville, Alabama, and on Messrs. Johnston, McCall & Johnston, attorneys for defendant Riemers Company, Inc., 804 First National Bank ANNEX, Mobile, Alabama, by depositing same in the United States mail, postage prepaid, this 12th day of January, 1960.

W. C. Boone Jr.

FILED

JAN 13 1960

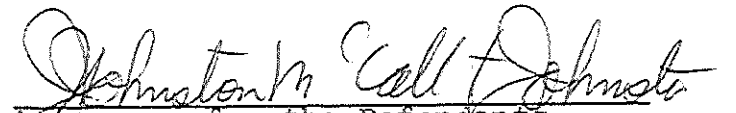
ALICE J. DUCK, CLERK
REGISTER

THOMAS A. BARLOW,	X	IN THE CIRCUIT COURT
Plaintiff,	X	
vs.	X	OF BALDWIN COUNTY,
RIEMERS COMPANY, INC.,	X	
a corporation	X	ALABAMA #3951
ST. LOUIS TERMINAL FIELD WAREHOUSE	X	
COMPANY, a corporation	X	
GENERAL MUTUAL INSURANCE COMPANY,	X	
a corporation, and	X	
HARTFORD ACCIDENT AND INDEMNITY	X	
COMPANY, a corporation	X	
Defendants.	X	

Comes the defendants, Riemers Company, Inc., a corporation, and General Mutual Insurance Company, a corporation, and demurs to the Plaintiff's petition on the following separate and several grounds:

1. The petition does not state the cause of action upon which relief could be granted.
2. The petition shows on its face that the General Mutual Insurance Company, a corporation, did not employ the Plaintiff.
3. The petition shows on its face the Plaintiff was not an employee of the General Mutual Insurance Company.
4. The allegations of the petition show that the Plaintiff was engaged in agricultural employment at the time he received the injury, which type of employment is excluded by the Workmen's Compensation Act of Alabama.
5. It does not appear from the petition whether the Plaintiff had dependants or not or what per cent of his average weekly earnings he is claiming in this petition.
6. For aught appearing from the petition the Plaintiff was engaged in farm or agricultural work, which is specifically excluded by the Workmen's Compensation Law of Alabama.
7. It affirmatively appears that the Plaintiff was not employed by the Riemer Company, Inc., and did not receive the

injury complained of in the course of his employment with
said company.


Attorneys for the Defendants,
Riemers Company, Inc., a corporation,
and General Mutual Insurance Company,
a corporation.

S U M M O N S A N D C O M P L A I N T

CIRCUIT COURT

No. _____

THE STATE OF ALABAMA,

SALISBURY COUNTY,

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

RIEHERS COMPANY, INC., a Corporation

ST. LOUIS TERMINAL FIELD WAREHOUSE COMPANY, a Corporation

GENERAL MUTUAL INSURANCE COMPANY, a Corporation, and

HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation

to appear within thirty days from the service of this writ in the Circuit

Court, to be held for said County at the place of holding the same, then

and there to answer the complaint of

THOMAS A. BARTON

WITNESS my hand, this 7th day of August, 1939.

Clerk

Henry F. Smith

THOMAS A. BARLOW,	)	IN THE
)	
Plaintiff)	
	)	CIRCUIT COURT
-VS-)	
RIEMERS COMPANY, INC.,	)	OF
A Corporation)	
ST. LOUIS TERMINAL FIELD WAREHOUSE COMPANY,	)	SALWEN COUNTY,
A Corporation)	
GENERAL MUTUAL INSURANCE COMPANY,	)	ALABAMA
A Corporation, and)	
HARTFORD ACCIDENT AND INDEMNITY COMPANY,)	
A Corporation,)	
)	
Defendants)	

Plaintiff claims of the defendants benefits under the Workmen's Compensation Laws of Alabama due and owing under the following statement of facts: On or about August 29, 1958, the relation of employers and employee existed between the defendants, Riemers Company, Inc., and St. Louis Terminal Field Warehouse Company, and plaintiff, Thomas A. Barlow, and plaintiff and said defendants were subject to Workmen's Compensation Laws of Alabama, and while so employed and engaged in the business of the defendants Riemers Company, Inc., a Corporation, and St. Louis Terminal Field Warehouse Company, a Corporation, and while acting in the line or scope of his employment with said defendants, plaintiff suffered an accident which arose out of and in the course of said employment. As a proximate result of said accident plaintiff suffered a severe injury to his right hand requiring and resulting in the amputation of plaintiff's right hand. A controversy has arisen as to the benefits to be paid under Workmen's Compensation.

At the time of said accident, defendant General Mutual Insurance Company, a Domestic Corporation, was the Workmen's Compensation Insurance carrier for defendant, Riemers Company, Inc., and at that time there was in full force and effect, by payment of premiums or otherwise, an insurance policy issued by defendant General Mutual Insurance Company, in favor of defendant Riemers Company, Inc., affording Workmen's Compensation Insurance coverage for the employees of defendant Riemers Company, Inc.

At the time of said accident defendant Hartford Accident and Indemnity Company, a Foreign Corporation, authorized to and doing business in the State of Alabama, was the Workmen's Compensation Insurance Carrier for defendant, St. Louis Terminal Field Warehouse Company, and at that time there was in full force and effect, by payment of premiums or otherwise, an insurance policy issued by defendant Hartford Accident and Indemnity Company in favor of defendant, St. Louis Terminal Field Warehouse Company, affording Workmen's Compensation Insurance coverage for the employees of defendant St. Louis Terminal Field Warehouse Company.

At the time of said accident on or about August 29, 1958, plaintiff was attempting or preparing to make an adjustment on a mechanical corn picker and his right hand was caught in the husking rollers or other part of said machine as a proximate result of which, plaintiff suffered the loss by amputation of his right hand. The said accident occurred in Baldwin County, State of Alabama.

Plaintiff avers that each of the defendants had prompt and immediate notice of said accident, and that the defendants have failed, neglected or refused to pay any Workmen's Compensation benefits by way of weekly compensation payments, hospital bills, drug bills, x-ray bills, doctors' bills, or otherwise.

Plaintiff alleges that at the time of the injury his average weekly wages was the sum of, to-wit: Sixty Dollars (\$60.00).

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



Thomas A. Barlow

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me,

Wesley J. Shuck

Clerk Circuit Court
a Notary Public

in and for said County in said State, personally appeared Thomas A. Barlow, who is known to me and who being duly sworn, deposes and says on oath that he has read the foregoing petition and the statements made therein are true and correct and that he knows of his own knowledge that they are correct.

Thomas A. Barlow

Thomas A. Barlow

Sworn to and subscribed before me on this the 26 day of August, 1959.

Wesley J. Shuck

Notary Public

Wesley J. Shuck, Clerk Circuit Court

STATE OF ALABAMA,

BALDWIN COUNTY.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY:

Now comes Thomas A. Barlow and shows unto your Honor that he is an employee as defined by the Workmen's Compensation Laws of Alabama; that his employer is Riemers Company, Incorporated, a corporation domiciled in the State of Alabama, with home office in Foley, Alabama, and St. Louis Terminal Field Warehouse Company, a foreign corporation domiciled in the State of Missouri, authorized to and doing business in Alabama, that he has suffered an injury while acting in the line and course of his employment; that he has been unable to reach his employer and that he prays for permission to secure the services of Rogers, Rogers & Scott, Attorneys at Law, Greenville, Alabama, to represent him in this matter. He requests permission to secure the services of Rogers, Rogers & Scott, Attorneys at Law, Greenville, Alabama, for this purpose.

Thomas A. Barlow

Thomas A. Barlow

ORDER

The foregoing having been submitted and the Court being of the opinion that said permission should be granted, the said Thomas A. Barlow is hereby permitted and authorized to employ the firm of Rogers, Rogers & Scott, Attorneys at Law, Greenville, Alabama, 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 Riemers Company, Incorporated, and St. Louis Terminal Field Warehouse Company.

DONE this 26 day of August, 1959.

Hubert M. Hall

Circuit Judge

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,
BALDWIN COUNTY.

No. _____

CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

WISCONSIN COMPANY, INC., a Corporation

ST LOUIS TERMINAL FIELD WAREHOUSE COMPANY, a Corporation

GENERAL MUTUAL INSURANCE COMPANY, a Corporation, and

HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation

to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the complaint of

THOMAS A. BARLOW

WITNESS my hand this the 26 day of August, 1959.

Reese J. Black
Clerk

THOMAS A. BARLOW,	)	IN THE
)	
Plaintiff)	
	)	CIRCUIT COURT
-75-)	
	)	OF
RIEMERS COMPANY, INC.,)	
A Corporation)	
	)	BALWIN COUNTY,
ST. LOUIS TERMINAL FIELD WAREHOUSE COMPANY,)	
A Corporation)	
	)	ALABAMA
GENERAL MUTUAL INSURANCE COMPANY,)	
A Corporation, and)	
)	
HARTFORD ACCIDENT AND INDEMNITY COMPANY,)	
A Corporation,)	
)	
Defendants)	

Plaintiff claims of the defendants benefits under the Workmen's Compensation Laws of Alabama due and owing under the following statement of facts: On or about August 29, 1958, the relation of employers and employee existed between the defendants, Riemers Company, Inc., and St. Louis Terminal Field Warehouse Company, and plaintiff, Thomas A. Barlow, and plaintiff and said defendants were subject to Workmen's Compensation Laws of Alabama, and while so employed and engaged in the business of the defendants Riemers Company, Inc., a Corporation, and St. Louis Terminal Field Warehouse Company, a Corporation, and while acting in the line or scope of his employment with said defendants, plaintiff suffered an accident which arose out of and in the course of said employment. As a proximate result of said accident plaintiff suffered a severe injury to his right hand requiring and resulting in the amputation of plaintiff's right hand. A controversy has arisen as to the benefits to be paid under Workmen's Compensation.

At the time of said accident, defendant General Mutual Insurance Company, a Domestic Corporation, was the Workmen's Compensation Insurance carrier for defendant, Riemers Company, Inc., and at that time there was in full force and effect, by payment of premiums or otherwise, an insurance policy issued by defendant General Mutual Insurance Company, in favor of defendant Riemers Company, Inc., affording Workmen's Compensation Insurance coverage for the employees of defendant Riemers Company, Inc.

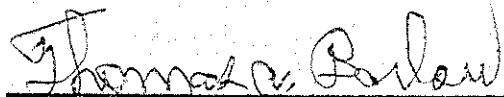
At the time of said accident defendant Hartford Accident and Indemnity Company, a Foreign Corporation, authorized to and doing business in the State of Alabama, was the Workmen's Compensation Insurance Carrier for defendant, St. Louis Terminal Field Warehouse Company, and at that time there was in full force and effect, by payment of premiums or otherwise, an insurance policy issued by defendant Hartford Accident and Indemnity Company in favor of defendant, St. Louis Terminal Field Warehouse Company, affording Workmen's Compensation Insurance coverage for the employees of defendant St. Louis Terminal Field Warehouse Company.

At the time of said accident on or about August 29, 1958, plaintiff was attempting or preparing to make an adjustment on a mechanical corn picker and his right hand was caught in the husking rollers or other part of said machine, as a proximate result of which, plaintiff suffered the loss by amputation of his right hand. The said accident occurred in Baldwin County, State of Alabama.

Plaintiff avers that each of the defendants had prompt and immediate notice of said accident, and that the defendants have failed, neglected or refused to pay any Workmen's Compensation benefits by way of weekly compensation payments, hospital bills, drug bills, x-ray bills, doctors' bills, or otherwise.

Plaintiff alleges that at the time of the injury his average weekly wages was the sum of, to-wit: Sixty Dollars (\$60.00).

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



Thomas A. Barlow

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me,

Alice L. Luck

Clerk, Circuit Court
a ~~Notary Public~~

in and for said County in said State, personally appeared Thomas A.

Barlow, who is known to me and who being duly sworn, deposes and

says on oath that he has read the foregoing petition and the statements
made therein are true and correct and that he knows of his own knowledge
that they are correct.

Thomas A. Barlow

Thomas A. Barlow

Sworn to and subscribed before me on this the 26 day of
August, 1959.

Alice L. Luck

~~Notary Public~~ Clerk Circuit Court

STATE OF ALABAMA,
BALDWIN COUNTY.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY:

Now comes Thomas A. Barlow and shows unto your Honor that he is an employee as defined by the Workmen's Compensation Laws of Alabama; that his employer is Riemers Company, Incorporated, a corporation domiciled in the State of Alabama, with home office in Foley, Alabama, and St. Louis Terminal Field Warehouse Company, a foreign corporation domiciled in the State of Missouri, and that he has suffered an injury while acting in the line or scope of his employment; that he has been unable to reach a settlement with his employer and that he prays for permission to secure the services of attorneys to represent him in this matter. He requests permission to secure the services of Rogers, Rogers & Scott, Attorneys at Law, Greenville, Alabama, for this purpose.

Thomas A. Barlow

Thomas A. Barlow

ORDER

The foregoing having been submitted and the Court being of the opinion that said permission should be granted, the said Thomas A. Barlow is hereby permitted and authorized to employ the firm of Rogers, Rogers & Scott, Attorneys at Law, Greenville, Alabama, 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 Riemers Company, Incorporated, and St. Louis Terminal Field Warehouse Company.

DONE this 26 day of August, 1959.

Hubert M. Hall
Circuit Judge

No. 3951

THOMAS A. BARLOW, Plaintiff

vs.

RIEHERS COMPANY, INC., a Corporation,
ST. LOUIS TERMINAL FIELD WAREHOUSE
COMPANY, a Corporation,
GENERAL MUTUAL INSURANCE COMPANY,
a Corporation,
and
HARTFORD ACCIDENT AND INDEMNITY COMPANY,
a Corporation,
Defendants

SUMMONS AND COMPLAINT

AUG 20 1939

FILED

ALICE J. DICK, CLERK
RECEIVED

Thomas A. Barlow

ORDER

The foregoing having been submitted and the Court being of the
opinion that said petition should be granted, the said Thomas A. Barlow
is hereby permitted and authorized to employ the firm of Rogers, Rogers &
Sons, Attorneys at Law, Greenville, Alabama, 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 Riehers Company, Incorporated, and
St. Louis Terminal Field Warehouse Company.

Done this 21st day of August, 1939.

Hubert M. Hall
Circuit Judge

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,
BALDWIN COUNTY.

No. _____

CIRCUIT COURT

TO WHOM THESE PRESENTS SHALL COME:

You are hereby commanded to summon

ELIOTT COMPANY, INC., a Corporation

ST. LOUIS TERMINAL FIELD WAREHOUSE COMPANY, a Corporation

GENERAL MUTUAL INSURANCE COMPANY, a Corporation, and

HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation

to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the complaint of

THOMAS A. BAYLON

WITNESS my hand this the 26 day of August, 1959.

W. J. Church
Clerk

THOMAS A. BARLOW,

P l a i n t i f f

-75-

SIEMENS COMPANY, INC.,
A Corporation

ST. LOUIS TERMINAL FIELD WAREHOUSE COMPANY,
A Corporation

GENERAL MUTUAL INSURANCE COMPANY,
A Corporation, and

BARTFORD ACCIDENT AND INDEMNITY COMPANY,
A Corporation,

D e f e n d a n t s.

IN THE
CIRCUIT COURT

OF

BALDWIN COUNTY,

ALABAMA

Plaintiff claims of the defendants benefits under the Workmen's Compensation Laws of Alabama due and owing under the following statement of facts: On or about August 29, 1958, the relation of employers and employee existed between the defendants, Siemens Company, Inc., and St. Louis Terminal Field Warehouse Company, and plaintiff, Thomas A. Barlow, and plaintiff and said defendants were subject to Workmen's Compensation Laws of Alabama, and while so employed and engaged in the business of the defendants Siemens Company, Inc., a Corporation, and St. Louis Terminal Field Warehouse Company, a Corporation, and while acting in the line or scope of his employment with said defendants, plaintiff suffered an accident which arose out of and in the course of said employment. As a proximate result of said accident plaintiff suffered a severe injury to his right hand requiring and resulting in the amputation of plaintiff's right hand. A controversy has arisen as to the benefits to be paid under Workmen's Compensation.

At the time of said accident, defendant General Mutual Insurance Company, a Domestic Corporation, was the Workmen's Compensation Insurance carrier for defendant, Siemens Company, Inc., and at that time there was in full force and effect, by payment of premiums or otherwise, an insurance policy issued by defendant General Mutual Insurance Company, in favor of defendant Siemens Company, Inc., affording Workmen's Compensation Insurance coverage for the employees of defendant Siemens Company, Inc.

At the time of said accident defendant Hartford Accident and Indemnity Company, a Foreign Corporation, authorized to and doing business in the State of Alabama, was the Workmen's Compensation Insurance Carrier for defendant, St. Louis Terminal Field Warehouse Company, and at that time there was in full force and effect, by payment of premiums or otherwise, an insurance policy issued by defendant Hartford Accident and Indemnity Company in favor of defendant, St. Louis Terminal Field Warehouse Company, affording Workmen's Compensation Insurance coverage for the employees of defendant St. Louis Terminal Field Warehouse Company.

At the time of said accident on or about August 29, 1958, plaintiff was attempting or preparing to make an adjustment on a mechanical corn picker and his right hand was caught in the husking rollers or other part of said machine as a proximate result of which, plaintiff suffered the loss by amputation of his right hand. The said accident occurred in Baldwin County, State of Alabama.

Plaintiff avers that each of the defendants had prompt and immediate notice of said accident, and that the defendants have failed, neglected or refused to pay any Workmen's Compensation benefits by way of weekly compensation payments, hospital bills, drug bills, x-ray bills, doctors' bills, or otherwise.

Plaintiff alleges that at the time of the injury his average weekly wages was the sum of, to-wit: Sixty Dollars (\$60.00).

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

Thomas A. Barlow

Thomas A. Barlow

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me,

Reice J. Leuck

Clerk Circuit Court

in and for said County in said State, personally appeared Thomas A. Barlow, who is known to me and who being duly sworn, deposes and says on oath that he has read the foregoing petition and the statements made therein are true and correct and that he knows of his own knowledge that they are correct.

Thomas A. Barlow
Thomas A. Barlow

Sworn to and subscribed before me on this the 26 day of August, 1959.

Reice J. Leuck
Clerk Circuit Court

STATE OF ALABAMA,
BALDWIN COUNTY.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY:

Now comes Thomas A. Barlow and shows unto your Honor that he is an employee as defined by the Workmen's Compensation Laws of Alabama; that his employer is Riemers Company, Incorporated, a corporation domiciled in the State of Alabama, with home office in Foley, Alabama, and St. Louis Terminal Field Warehouse Company, a foreign corporation domiciled in the State of Missouri, authorized to and doing business in the State of Alabama; that he has suffered an injury while acting in the line or scope of his employment; that he has been unable to reach a settlement with his employer and that he prays for permission to secure the services of attorneys to represent him in this matter. He requests permission to secure the services of Rogers, Rogers & Scott, Attorneys at Law, Greenville, Alabama for this purpose.

Thomas A. Barlow

Thomas A. Barlow

ORDER

The foregoing having been submitted and the Court being of the opinion that said permission should be granted, the said Thomas A. Barlow is hereby permitted and authorized to employ the firm of Rogers, Rogers & Scott, Attorneys at Law, Greenville, Alabama, 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 Riemers Company, Incorporated, and St. Louis Terminal Field Warehouse Company.

DONE this 26 day of August, 1959.

Hubert M. Hall

Circuit Judge

CLERK OF COURT

APPEAL WITH

1925

THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT

IN AND FOR THE COUNTY OF BALDWIN, ALABAMA

THOMAS A. BARRON, Plaintiff

VS-

RIEMERS COMPANY, INC., a Corporation,
ST. LOUIS TERMINAL FIELD WAREHOUSE
COMPANY, a Corporation,
GENERAL MUTUAL INSURANCE COMPANY,
a Corporation, and
HARTFORD ACCIDENT AND INDEMNITY
COMPANY, a Corporation, Defendants

SUMMONS AND COMPLAINT

ORDER

No. 3957

BALDWIN COUNTY, ALABAMA

CIRCUIT COURT

THOMAS A. BARRON, Plaintiff

VS-

RIEMERS COMPANY, INC., a Corporation,
ST. LOUIS TERMINAL FIELD WAREHOUSE
COMPANY, a Corporation,
GENERAL MUTUAL INSURANCE COMPANY,
a Corporation, and
HARTFORD ACCIDENT AND INDEMNITY
COMPANY, a Corporation, Defendants

SUMMONS AND COMPLAINT

FILED

AUG 26 1925

ALICE I. DICK, CLERK, REGISTER


THOMAS A. BARLOW,	§	IN THE CIRCUIT COURT OF
Plaintiff	§	BALDWIN COUNTY, ALABAMA
Vs.	§	
RIEMERS COMPANY, INC.,	§	CASE NO. 3951
a Corporation,	§	
ET AL,	§	
Defendants.	§	

A M E N D M E N T

Now into Court through undersigned counsel comes the plaintiff and with leave of the Court first obtained, amends his summons and complaints in the following manner, viz:

1. By striking, by way of non-suit, General Mutual Insurance Company and Hartford Accident and Insurance Company as parties Defendants, and
2. By adding the following allegation, to-wit:
 Plaintiff alleges that at the time of the accident complained, and at the present time, he had a wife and five minor children, all of whom were and are his dependents.

ROGERS, ROGERS & SCOTT

By 
 Attorneys for Thomas A.
 Barlow, Plaintiff

C E R T I F I C A T E

I hereby certify that copies of the above and foregoing amendment have been served on Defendants Hartford Accident & Indemnity Company and St. Louis Terminal Field Warehouse Company by mailing two copies thereof, postage prepaid, to their counsel of record, Messrs. Hand, Arendall, Bedsole, Greaves & Johnston, directed to their offices in Mobile, Alabama, and on Defendants Riemers Company, Inc., and General Mutual Insurance Company, by mailing two copies thereof, postage prepaid, to their counsel of record, Messrs. Johnston, McCall & Johnston, directed to their offices in Mobile, Alabama, this 8th day of January, 1960.

ROGERS, ROGERS & SCOTT

By 

S U M M O N S A N D C O M P L A I N T

THE STATE OF ALABAMA,
BALDWIN COUNTY.

§
§
§

No. _____

CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

RIEMERS COMPANY, INC., a Corporation

ST. LOUIS TERMINAL FIELD WAREHOUSE COMPANY, a Corporation

GENERAL MUTUAL INSURANCE COMPANY, a Corporation, and

HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation

to appear within thirty days from the service of this writ in the Circuit
Court, to be held for said County at the place of holding the same, then
and there to answer the complaint of

THOMAS A. BARLOW

WITNESS my hand this the 26 day of August, 1959.

Price J. H. H. H.
Clerk

THOMAS A. BARLOW,	)	IN THE
P l a i n t i f f)	
-VS-	)	CIRCUIT COURT
	)	OF
RIEMERS COMPANY, INC.,)	
A Corporation	)	BALDWIN COUNTY,
ST. LOUIS TERMINAL FIELD WAREHOUSE COMPANY,)	
A Corporation	)	ALABAMA
GENERAL MUTUAL INSURANCE COMPANY,)	
A Corporation, and)	
HARTFORD ACCIDENT AND INDEMNITY COMPANY,)	
A Corporation,)	
D e f e n d a n t s)	

Plaintiff claims of the defendants benefits under the Workmen's Compensation Laws of Alabama due and owing under the following statement of facts: On or about August 29, 1958, the relation of employers and employee existed between the defendants, Riemers Company, Inc., and St. Louis Terminal Field Warehouse Company, and plaintiff, Thomas A. Barlow, and plaintiff and said defendants were subject to Workmen's Compensation Laws of Alabama, and while so employed and engaged in the business of the defendants Riemers Company, Inc., a Corporation, and St. Louis Terminal Field Warehouse Company, a Corporation, and while acting in the line or scope of his employment with said defendants, plaintiff suffered an accident which arose out of and in the course of said employment. As a proximate result of said accident plaintiff suffered a severe injury to his right hand requiring and resulting in the amputation of plaintiff's right hand. A controversy has arisen as to the benefits to be paid under Workmen's Compensation.

At the time of said accident, defendant General Mutual Insurance Company, a Domestic Corporation, was the Workmen's Compensation insurance carrier for defendant, Riemers Company, Inc., and at that time there was in full force and effect, by payment of premiums or otherwise, an insurance policy issued by defendant General Mutual Insurance Company, in favor of defendant Riemers Company, Inc., affording Workmen's Compensation Insurance coverage for the employees of defendant Riemers Company, Inc.

At the time of said accident defendant Hartford Accident and Indemnity Company, a Foreign Corporation, authorized to and doing business in the State of Alabama, was the Workmen's Compensation Insurance Carrier for defendant, St. Louis Terminal Field Warehouse Company, and at that time there was in full force and effect, by payment of premiums or otherwise, an insurance policy issued by defendant Hartford Accident and Indemnity Company in favor of defendant, St. Louis Terminal Field Warehouse Company, affording Workmen's Compensation Insurance coverage for the employees of defendant St. Louis Terminal Field Warehouse Company.

At the time of said accident on or about August 29, 1958, plaintiff was attempting or preparing to make an adjustment on a mechanical corn picker and his right hand was caught in the husking rollers or other part of said machine, as a proximate result of which, plaintiff suffered the loss by amputation of his right hand. The said accident occurred in Baldwin County, State of Alabama.

Plaintiff avers that each of the defendants had prompt and immediate notice of said accident, and that the defendants have failed, neglected or refused to pay any Workmen's Compensation benefits by way of weekly compensation payments, hospital bills, drug bills, x-ray bills, doctors' bills, or otherwise.

Plaintiff alleges that at the time of the injury his average weekly wages was the sum of, to-wit: Sixty Dollars (\$60.00).

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



Thomas A. Barlow

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me, Reuben H. H. H. H., a ^{Clerk, Circuit Court} ~~Notary Public~~

in and for said County in said State, personally appeared Thomas A.

Barlow, who is known to me and who being duly sworn, deposes and

says on oath that he has read the foregoing petition and the statements

made therein are true and correct and that he knows of his own knowledge

that they are correct.

Thomas A. Barlow

Thomas A. Barlow

Sworn to and subscribed before me on this the 26 day of

August, 1959.

Reuben H. H. H. H.
Notary Public ^{Clerk, Circuit Court}

STATE OF ALABAMA,

BALDWIN COUNTY.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY:

Now comes Thomas A. Barlow and shows unto your Honor that he is an employee as defined by the Workmen's Compensation Laws of Alabama; that his employer is Riemers Company, Incorporated, a corporation domiciled in the State of Alabama, with home office in Foley, Alabama, and St. Louis Terminal Field Warehouse Company, a foreign corporation domiciled in the State of Missouri, authorized to and doing business in the State of Alabama; that he has suffered an injury while acting in the line or scope of his employment; that he has been unable to reach a settlement with his employer and that he prays for permission to secure the services of attorneys to represent him in this matter. He requests permission to secure the services of Rogers, Rogers & Scott, Attorneys at Law, Greenville, Alabama, for this purpose.

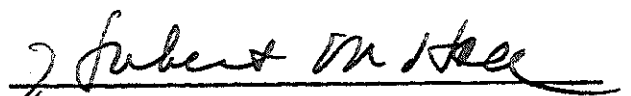


Thomas A. Barlow

- - - - -
O R D E R

The foregoing having been submitted and the Court being of the opinion that said permission should be granted, the said Thomas A. Barlow is hereby permitted and authorized to employ the firm of Rogers, Rogers & Scott, Attorneys at Law, Greenville, Alabama, 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 Riemers Company, Incorporated, and St. Louis Terminal Field Warehouse Company.

DONE this 26 day of August, 1959.


Circuit Judge

Received 26 day of Aug 1958
and 28 day of Aug 1956
I see a copy of the within AOC
on Riemers Company Inc
By service on A. H. Riemers - Pres

TAYLOR WILKINS, Sheriff
By Carlisle Deane

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY CC
DEPUTY SHERIFF

1387
The Sheriff claims 2 miles at 10c per mile for a total
of \$ 20
M. S. Butler, Sheriff
Montgomery County, Ala.

EXECUTED BY SERVING A
COPY OF THE WITHIN

1 copy
Fred S. Bull as agent
of St. Louis Terminal
Field Warehouse Co., a Corp.
4 copies on return of
Return of Dept of Insurance
State of Ala.

This the 1 day of Sept 1957
M. S. BUTLER
Sheriff Montgomery County

By A. R. Riemers
Deputy Sheriff

70.3951

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

THOMAS A. BARLOW, Plaintiff
-Vs-
RIEMERS COMPANY, INC., a Corp.,
ST. LOUIS TERMINAL FIELD WAREHOUSE
COMPANY, a Corporation,
GENERAL MUTUAL INSURANCE COMPANY,
a Corporation, and
HARTFORD ACCIDENT AND INDEMNITY
COMPANY, a Corporation,
Defendants

SUMMONS AND COMPLAINT

FILED

AUG 28 1959
ALICE J. DUCK, CLERK
REGISTER

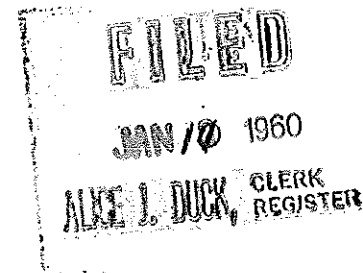
PLAINTIFF'S ATTORNEYS:
ROGERS, ROGERS & SCOTT

ATTORNEYS-AT-LAW
GREENVILLE, ALABAMA

3957

THOMAS A. BARLOW,
Plaintiff
Vs.
RIEMERS COMPANY, INC.
a Corporation,
ET AL,
Defendants

A M E N D M E N T



ROGERS, ROGERS & SCOTT
ATTORNEYS-AT-LAW
GREENVILLE, ALABAMA