

MCCORVEY, TURNER, JOHNSTONE, ADAMS & MAY
ATTORNEYS AT LAW

NINTH FLOOR MERCHANTS NATIONAL BANK BUILDING
HEMLOCK 3-5561 P. O. BOX 1070
MOBILE 6, ALABAMA

GESSNER T. MCCORVEY
BEN D. TURNER
C. A. L. JOHNSTONE, JR.
R. F. ADAMS
JAMES L. MAY, JR.
ALEX T. HOWARD, JR.
J. JERETHA HILL
CHARLES B. BAILEY, JR.
C. M. A. ROGERS, III

June 1, 1962

Honorable Alice J. Duck, Clerk
Circuit Court, Baldwin Co., Ala.
Bay Minette,
Alabama

5134

Re: James P. Taylor vs. Doering Tire and Supply
Company, Circuit Court, Baldwin County, Ala.

Dear Mrs. Duck:

We represent the defendants in the above styled cause and enclose herewith the original and one copy of a demurrer to the complaint in said cause.

Please file this demurrer for us and we would greatly appreciate it if you would let us know when same will be set for argument.

Thank you for your kind attention to the above.

Yours very truly,


Alex T. Howard, Jr.

ATH, JR/cs

Enclosure

JAMES P. TAYLOR,	⌘	
Plaintiff,	⌘	IN THE CIRCUIT COURT OF
vs.	⌘	
	⌘	BALDWIN COUNTY, ALABAMA
DOERING TIRE AND SUPPLY	⌘	
COMPANY, a Partnership,	⌘	AT LAW NO. 5134
composed of Rudolph Doering,	⌘	
Richard Doering and Bernard	⌘	
Doering,	⌘	
Defendant.	⌘	

DECREE APPROVING LUMP SUM PAYMENT:

It having been made to appear to the Court that the Plaintiff and the Defendant in the above styled cause have agreed that the judgment of this Court heretofore entered in this cause be settled by the payment by the Defendant, or its insurance carrier, to the Plaintiff and his attorney of a lump sum of Six Thousand Five Hundred Dollars (\$6,500.00), such agreement having this day been filed in this cause; and the Court having considered the same is satisfied that it is for the best interest of the Plaintiff to receive a lump sum payment of \$6,500.00, less the amount hereinafter ordered to be paid to his attorney of record, rather than to receive compensation to which he might be entitled in periodic payments; it is, therefore

ORDERED, ADJUDGED and DECREED by the Circuit Court of Baldwin County, Alabama, At Law, as follows:

1. That the agreement heretofore entered into by and between the parties to this cause, a copy of which is now on file in this cause, in and by the terms of which the Plaintiff agreed to accept in one lump sum payment the amount of \$6,500.00 in full settlement and complete satisfaction of the judgment heretofore rendered by this Court in his favor and against the Defendant, and in full settlement of all liability of the Defendant or any of its partners or its insurance carrier, be, and the same is, hereby approved by the Court as being for the best interest of the Plaintiff.

2. That the fee to which James R. Owen, as attorney for the Plaintiff in this proceeding, is entitled is hereby fixed at Nine Hundred Seventy-five Dollars (\$975.00) and said fee shall be paid by the Plaintiff to said attorney out of said sum of \$6,500.00;

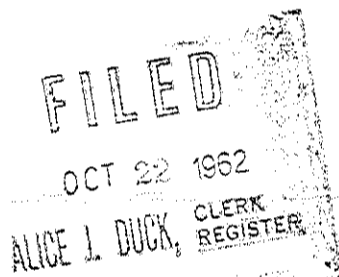
and the Defendant and its insurance carrier is hereby authorized to make payment of said sum of \$6,500.00 to the Plaintiff and James R. Owen, as his attorney, jointly.

3. That the Defendant and its insurance carrier, upon the payment to the Plaintiff and his said attorney of said sum of \$6,500.00, be, and they are hereby relieved of all liability under the former decree of this Court and under the workmen's compensation laws of the State of Alabama.

4. That the Defendant pay the costs of this proceeding; for which let execution issue.

Done this the 16th day of October, 1962.

John M. Stone
Circuit Judge



JAMES P. TAYLOR,
Plaintiff,

versus

DOERING TIRE AND SUPPLY COM-
PANY, etc.

Defendant.

* * * * *

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW No: 5134

* * * * *

DECREE APPROVING LUMP SUM PAYMENT

* * * * *

FILED
OCT 22 1962
ALICE J. DUCK, CLERK
REGISTER

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Doering Tire and Supply Company, a Partnership composed of Rudolph Doering, Richard Doering and Bernard Doering, 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 James P. Taylor.

WITNESS my hand this 4 day of May, 1962.

Alice J. Quirk
Clerk

* * * * *

JAMES P. TAYLOR,)
)
Plaintiff,)
)
VS.)
)
DOERING TIRE AND SUPPLY COMPANY,)
a Partnership composed of)
Rudolph Doering, Richard Doering)
and Bernard Doering,)
)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COMPLAINT

The Plaintiff claims of the Defendant benefits under the Workman's Compensation Laws of Alabama due and owing under the following statement of facts:

1. On July 12, 1961, the relationship of employer and employee existed between the Defendant and Plaintiff was subject to the Workman's Compensation Laws of Alabama and while so employed and engaged in the business of the Defendant and while acting within the line and scope of his employment with said company, Plaintiff suffered an accident, which arose out of and in the course of said employment and as a proximate result of said accident, Plaintiff has been totally and permanently disabled. A controversy has arisen

as to the benefits to be paid under the Workman's Compensation Laws of Alabama.

2. Plaintiff's name is James P. Taylor and he resides in Baldwin County, Alabama. The Defendant, Doering Tire and Supply Company is a partnership composed of Rudolph Doering, Richard Doering and Bernard Doering, and its place of business is Foley, Alabama.

3. At the time of the said accident on to-wit, July 12, 1961, the truck on which Plaintiff was performing labor fell upon the Plaintiff and as the proximate result Plaintiff was severally injured, his urethra was ruptured and he suffered a fractured pelvis bone and he received numerous other injuries.

4. Plaintiff avers that the Defendant had prompt, actual and immediate notice of said accident and that the said Defendant, or its insurer, paid the hospital bill of Plaintiff and paid him Workman's Compensation benefits for 27 weeks, but said payments have now stopped.

5. Plaintiff alleges that at the time of the injuries he was receiving a salary in the sum of \$ 55.00 a week. Plaintiff further alleges that he is totally and permanently disabled and that he has been continuously totally and entirely disabled from working since the date of said injuries to the present date.

Wherefore, Plaintiff claims of the Defendant such benefits as he is entitled to receive under the Workman's Compensation Laws of Alabama, in addition to the benefits already received. He prays that notice may be given to the Defendant and each individual partner and that hearing may be had, all in accordance with the laws and rules of this Honorable Court.


Attorney for Plaintiff

FILED

MAY 4 1962

ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, personally appeared James P. Taylor, who is known to me, and who being first duly sworn, deposes on oath and says: That he has read the foregoing petition and the statements therein are true and correct and that he knows of his own knowledge that they are correct.

James P. Taylor

Sworn to and subscribed before me on this the 2 day of May, 1962.

Albert P. Duck
Notary Public, Baldwin County, Alabama.

FILED

MAY 4 1962

ALICE J. DUCK, CLERK
REGISTER

JAMES P. TAYLOR,

Plaintiff,

VS.

DOERING TIRE AND SUPPLY COMPANY,
a Partnership composed of
Rudolph Doering, Richard Doering
and Bernard Doering,

Foley

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED

MAY 4 1962

ALICE J. DUCK, CLERK
REGISTER

JAMES R. OWEN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

Received 4 day of May 1962
and on 7 day of May 1962
I served a copy of the within 1 1
on Doering Tire & Supply
Rudolph Doering; Richard Doering
By service on Bernard Doering

TAYLOR WILKINS, Sheriff
BY Alice J. Duck
Foley

Sheriff claims 2 1/2 miles at
Ten Cents per mile Total \$ 2.50
BY TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

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

Now comes James P. Taylor and shows unto the Court and
your Honor that he is an employee as defined by the Workmans
Compensation Laws of the State of Alabama; that his employer is
Doering Tire and Supply Company, a Partnership composed of Rudolph
Doering, Richard Doering and Bernard Doering; that he has suffered
an injury while acting in the line and 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 an
attorney to represent him in said matter.

He hereby requests permission to secure the services of
James R. Owen, an attorney at law at Bay Minette, Alabama.

James P. Taylor
James P. Taylor

ORDER

The foregoing petition having been submitted and the
Court being of the opinion that said permission should be granted,
the said James ~~Q~~ Taylor is hereby permitted and authorized to
employ James R. Owen, an attorney at law, to represent him in a
claim for injuries arising out of an accident sustained in the line
and course of his employment while employed by Doering Tire and
Supply Company, a Partnership composed of Rudolph Doering, Richard
Doering and Bernard Doering.

ORDERED this 4 day of April, 1962.

Hubert M. Hall
Judge

Filed
4-4-62
Alice J. Clark

JAMES P. TAYLOR,
Plaintiff,

vs.

DOERING TIRE AND SUPPLY COMPANY,
a Partnership composed of
Rudolph Doering, Richard Doering
and Bernard Doering,
Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

MA 57 34

AT LAW

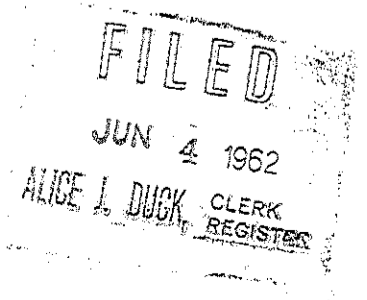
Now come the defendants in the above styled cause and demur to the complaint in said cause and as grounds therefor assign, separately and severally, the following:

1. The complaint fails to state a cause of action against the defendants under Article 2 of the Alabama Workmen's Compensation Law.
2. For that there is not alleged the average weekly wage of the plaintiff for the 52 weeks immediately preceding the time of the occurrence of the accident complained of in the complaint.
3. From aught that appears this Court has no jurisdiction ^{over} ~~under~~ the subject matter of this case.
4. From aught that appears this Court lacks venue to try this case.
5. From aught that appears the accident complained of did not occur within the State of Alabama.
6. From aught that appears the accident complained of did not occur in Baldwin County, Alabama.
7. For that the defendants are not advised as to the place where the accident complained of occurred.
8. For that the complaint is vague, uncertain and indefinite.

McCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

By

Ally J. Howard
Attorneys for Defendants



860 A

JAMES P. TAYLOR

Plaintiff,

VS.

DOERING TIRE AND SUPPLY
COMPANY, a Partnership
composed of Rudolph Doering,
Richard Doering and Bernard
Doering,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5134

JUDGE'S FINDING OF FACT

(MEMORANDUM OPINION)

The Court is of the opinion that the Plaintiff, James P. Taylor, suffered internal injuries on July 12, 1961, in the course of his employment and while working for the Defendants. The Plaintiff was hospitalized from July 12, 1961 until October 1, 1961. After convalescing at home, the Plaintiff worked one day for the Defendant taking inventory but was unable to continue to do any kind of work for the Defendant.

The Court further finds from the evidence in this case that the Plaintiff suffered a comminuted fracture involving the superior pubic rami and the conjoined rami bilaterally of his pelvic bone; and that he suffered a ruptured urethra necessitating a suprapubic cystostomy with repair of the ruptured urethra on July 12, 1961, and on August 16, 1961, an emergency operation was done on the Plaintiff to open up his bladder and re-insert a catheter from below; that it was necessary for him to be treated on the average of once a week from October 1, 1961, until November 1961, and it was necessary for him to be treated approximately every two weeks from November 1961, to February 1962, and that it has been necessary for him to be treated by a medical doctor approximately every three weeks from February 1962, until this date. It is necessary each time the Plaintiff is treated every three weeks that his urethra be dilated; that he is thirty-eight (38) years of age and that it is going to be necessary for his urethra to be dilated every three weeks for the rest of his life; that these dilations cause the Plaintiff to be

incapacitated each day they are performed and the following day.

The Court further finds that the Plaintiff has been unable to perform the work of his trade and has been unable to obtain reasonably gainful employment since the date of this accident on July 12, 1961; that the Plaintiff has attempted to do such light work as "heading shrimp" but he could not perform this labor; that due to medication which he takes as a result of the accident which occurred on July 12, 1961, he is continually "drowsy" and that Plaintiff cannot perform the duties required of a mechanic, service station attendant, farmer, or that of a manual laborer on the open market.

The Court, therefore, finds that the Plaintiff was totally and permanently disabled as the result of the accident which occurred on July 12, 1961, and that he is entitled to compensation for the full statutory period in the amount of thirty-one (31) dollars a week.

DATED THIS 19th day of July, 1962.

Hubert M. Stone
Judge

JAMES P. TAYLOR
Plaintiff,
VS.

DOERING TIRE AND SUPPLY
COMPANY, a Partnership
composed of Rudolph Doering,
Richard Doering and Bernard
Doering,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 5959

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JAMES P. TAYLOR,

Plaintiff,

VS.

DOERING TIRE AND SUPPLY
COMPANY, a Partnership
composed of Rudolph Doering,
Richard Doering and Bernard
Doering,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 5134

AMENDED COMPLAINT

Now comes the Plaintiff in the above styled cause and amends the complaint heretofore filed in said cause so that as amended the said complaint will read as follows:

"The Plaintiff claims of the Defendant benefits under the Workman's Compensation Laws of Alabama due and owing under the following statement of facts:

1. On July 12, 1961, the relationship of employer and employee existed between the Defendant and Plaintiff was subject to the Workman's Compensation Laws of Alabama and while so employed and engaged in the business of the Defendant and while acting within the line and scope of his employment with said company at its place of business in Foley, Baldwin County, Alabama, Plaintiff suffered an accident, which arose out of and in the course of said employment and as a proximate result of said accident, Plaintiff has been totally and permanently disabled. A controversy has arisen as to the benefits to be paid under the Workman's Compensation Laws of Alabama.

2. Plaintiff's name is James P. Taylor and he resides in Baldwin County, Alabama. The Defendant, Doering Tire and Supply Company is a partnership composed of Rudolph Doering, Richard Doering and Bernard Doering, and its place of business is Foley, Alabama.

3. At the time of the said accident on to-wit, July 12, 1961, the truck on which Plaintiff was performing labor fell upon

the Plaintiff and as a proximate result thereof Plaintiff was severely injured, his urethra was ruptured and he suffered a fractured pelvis bone and he received numerous other injuries.

4. Plaintiff avers that the Defendant had prompt, actual and immediate notice of said accident and that the said Defendant, or its insurer, paid the hospital bill of Plaintiff and paid him Workman's Compensation benefits for 37 weeks, but said payments have now stopped.

5. Plaintiff alleges that at the time of his injuries he was receiving a salary of \$55.00 each week and further alleges that for the purpose of computing the Workman's Compensation due him that his average wage was \$55.00 each week. Plaintiff further alleges that he is totally and permanently disabled and he has been continuously totally and entirely disabled from working since the date of said injuries to the present date.

6. Plaintiff avers that he is a married man who has a wife and two minor children dependent upon him for support and further avers that he was married and had two minor children depending on him for support at the time of the said accident.

WHEREFORE, Plaintiff claims of the Defendant such benefits as he is entitled to receive under the Workman's Compensation Laws of Alabama, in addition to the benefits already received. He prays that notice may be given to the Defendant and each individual partner and that hearing may be had, all in accordance with the laws and rules of this Honorable Court.


Attorney for Plaintiff"

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, personally appeared James P. Taylor, who is known to me, and who being first duly sworn deposes on oath and says: That he has read the foregoing amended

complaint and the statements therein are true and correct and that he knows of his own knowledge that they are correct.

James P. Taylor

Sworn to and subscribed before me on this the 25th day of July, 1962.

J. R. O.
Notary Public, Baldwin County, Alabama.

FILED

JUL 25 1962

ALICE J. DUCK, CLERK REGISTER

JAMES P. TAYLOR,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	
	X	BALDWIN COUNTY, ALABAMA
DOERING TIRE AND SUPPLY COMPANY	X	
a Partnership composed of	X	NO. 5734
Rudolph Doering, Richard Doering	X	
and Bernard Doering,	X	
Defendant.	X	AT LAW

Come now the Defendants in the above styled cause, by their Attorneys, and demur to the amended complaint heretofore filed in this cause and assign the following separate and several grounds:

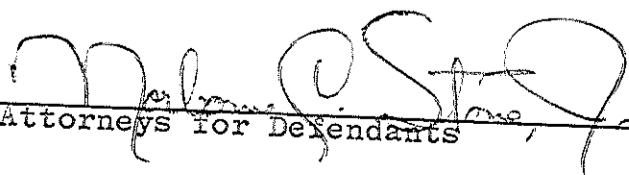
1. The complaint fails to state a cause of action against the defendants under Article 2 of the Alabama Workmen's Compensation Law.
2. For that there is not alleged the average weekly wage of the plaintiff for the 52 weeks immediately preceding the time of the occurrence of the accident complained of in the complaint.
3. From aught that appears this Court has no jurisdiction over the subject matter of this case.
4. From aught that appears this Court lacks venue to try this case.
5. From aught that appears the accident complained of did not occur within the State of Alabama.
6. From aught that appears the accident complained of did not occur in Baldwin County, Alabama.
7. For that the defendants are not advised as to the place where the accident complained of occurred.
8. For that the complaint is vague, uncertain and indefinite.

MCCORVEY, TURNER, JOHNSTONE, ADAMS & MAY
and
CHASON & STONE

FILED

JUL 25 1962

ALICE I. DUCK, CLERK REGISTER

By: 
Attorneys for Defendants

JAMES P. TAYLOR,
Plaintiff,

vs.

DOERING TIRE AND SUPPLY
COMPANY, a Partnership
composed of Rudolph Doering,
Richard Doering and Bernard
Doering,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 5134

ANSWER

Now come the Defendants in the above styled cause and for answer to the Complaint in said cause, as amended, say as follows:

1. The Defendants admit all of the allegations of paragraph 1 of the Amended Complaint, with the exception of that allegation that the Plaintiff has been totally and permanently disabled, which allegation the Defendants deny and demand strict proof thereof.
2. The Defendants admit all of the allegations of paragraph 2 of the Amended Complaint.
3. The Defendants admit all of the allegations of paragraph 3 of the Amended Complaint, with the exception of that allegation that the Plaintiff received "numerous other injuries", which allegation the Defendants deny and demand strict proof thereof.
4. The Defendants admit all of the allegations of paragraph 4 of the Amended Complaint.
5. The Defendants deny the allegations of paragraph 5 of the Amended Complaint and demand strict proof thereof.
6. The Defendants admit the allegations of paragraph 6 of the Amended Complaint.

WHEREFORE, the Defendants pray that this cause be dis-

missed and that the costs herein be taxed against the Plaintiff.

MCCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

BY

Alex T. Howard, Jr.
(Alex T. Howard, Jr.)

CHASON & STONE

BY

Norborne C. Stone, Jr.
(Norborne C. Stone, Jr.)

Attorneys for the Defendants.

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, *Faye H. Eisenacher*, a Notary Public in and for said County in said State, personally appeared Alex T. Howard, Jr., one of the attorneys for the Defendants in the above styled cause, who is known to me and who by me being first duly sworn, deposes and says that he is informed of the facts contained in the above and foregoing Answer, that he believes the same to be true and that according to his best knowledge, information and belief, all of the statements of fact contained in the above and foregoing Answer are true and correct.

Alex T. Howard, Jr.
(Alex T. Howard, Jr.)

Subscribed and sworn to before me on this 23rd day of July, 1962.

Faye H. Eisenacher
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

FILED

JUL 25 1962

ALICE J. DUCK, CLERK
REGISTER

JAMES P. TAYLOR

Plaintiff,

VS.

DOERING TIRE AND SUPPLY
COMPANY, a Partnership
composed of Rudolph Doering,
Richard Doering and Bernard
Doering,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 5135

DECREE

This cause came on to be heard on the 19th day of July, 1962, upon the ammended complaint, answer of the Defendant, the oral testimony of the witnesses heard in open court and the exhibits introduced by the Defendant and the entire record.

The Court took the case under advisement and has filed a memorandum opinion which is made a part of the record.

In accordance with said written memorandum, the Court finds that the Plaintiff suffered accidental injuries arising out of the course of his employment with the Defendant on July 12, 1961; that he was paid full compensation for thirty-seven weeks after the accident for which time and for which amount the Defendant is entitled to credit.

The Court finds that the Plaintiff is totally and permanantly disabled and is entitled to draw compensation payments of thirty-one (31) dollars per week for the full statutory period of four hundred (400) weeks. The Defendant is entitled to a credit for the thirty-seven week period which has previously been paid to the Plaintiff which was in the amount of eleven hundred forty-seven (1147) dollars leaving a balance of time of three hundred sixty-three (363) weeks. The Court further finds that the Plaintiff is married, and has two minor children depending on him for support and maintenance and that his average weekly wage at the time of the accident was fifty-five (55) dollars.

It is therefore, ORDERED, ADJUDGED, and DECREED that the Plaintiff have and recover from the Defendants the sum of

thirty-one (31) dollars per week for three hundred sixty-three (363) weeks beginning on August 10, 1962. The fifteen weeks now due totalling five hundred twenty-seven (527) dollars will be paid in at once and the balance at regular intervals.

A lien is hereby declared upon said recovery for James R. Owen, attorney for Plaintiff, for his statutory fee of fifteen (15) percent of said recovery.

ORDERED, ADJUDGED and DECREED on this the 6 day of August, 1962.

Hubert M. ...

Judge

DECREE

M

JAMES P. TAYLOR

5134

Plaintiff,

VS.

DOERING TIRE AND SUPPLY
COMPANY, a Partnership
composed of Rudolph Doering,
Richard Doering and Bernard
Doering,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. *5134*

FILED

AUG 6 1962

ALICE J. DUCK, CLERK
REGISTER

FILED IN BALDWIN COUNTY ALABAMA

THIS CASE ORIGINATED IN BALDWIN COUNTY ALABAMA

ON AUGUST 6, 1962 AT THE COURT HOUSE IN BALDWIN COUNTY ALABAMA

AND THE COURT HAS THIS DAY ENTERED THE FOLLOWING DECREE

IN THE CIRCUIT COURT OF BALDWIN COUNTY ALABAMA

IN THE MATTER OF JAMES P. TAYLOR vs. DOERING TIRE AND SUPPLY COMPANY

THE COURT HAS THIS DAY ENTERED THE FOLLOWING DECREE

IN THE CIRCUIT COURT OF BALDWIN COUNTY ALABAMA

IN THE MATTER OF JAMES P. TAYLOR vs. DOERING TIRE AND SUPPLY COMPANY

JAMES P. TAYLOR,

Plaintiff,

versus

DOERING TIRE AND SUPPLY
COMPANY, a Partnership,
composed of Rudolph Doering,
Richard Doering and Bernard
Doering,

Defendant.

X
X
X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 5134

AGREEMENT BETWEEN PARTIES

It is hereby stipulated and agreed by and between the parties to this cause acting by and through their respective attorneys of record as follows:

1. That this cause, the judgment heretofore rendered in this cause and the claim of the Plaintiff for benefits due him under the Workmens Compensation Laws of the State of Alabama, be settled by the payment to the Plaintiff by the Defendant or its insurance carrier of a lump sum of Six Thousand Five Hundred Dollars (\$6,500.00) and the Court Costs of this proceeding.

2. That an executed copy of this agreement be filed in said cause.

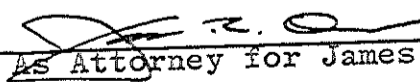
3. That the execution of this agreement by the Plaintiff and the filing of an executed copy hereof with the Court be construed as a request on the part of the Plaintiff for the approval of a lump sum settlement of this cause and of the liability of the Defendant to the Plaintiff under the Decree of the Court and under the Workmens Compensation Laws of the State of Alabama.

Dated this the 16th day of October, 1962.

FILED

OCT 22 1962

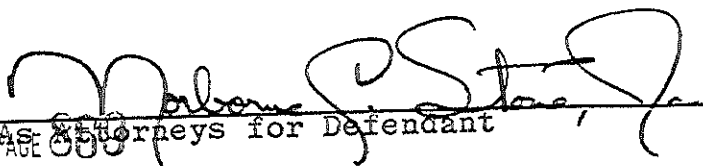
ALICE I. DUCK, CLERK
REGISTER


As Attorney for James P. Taylor

MCCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

and

CHASON & STONE

By: 
As Attorneys for Defendant

VOL

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JAMES P. TAYLOR,
Plaintiff,

versus

DOERING TIRE AND SUPPLY COMPANY,
etc.,
Defendant.

* * * * *

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 5134

* * * * *

AGREEMENT BETWEEN PARTIES

* * * * *

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA