

KENNETH G. HARRELL)
 AMERICAN CAN COMPANY, a Corp.-Intervenor)
 HOCKLANDER* -vs- 40411)

JURY AND VERDICT FOR THE PLAINTIFF AND
 AGAINST THE DEFENDANT FOR THE SUM OF
 \$800,000.00

BELOIT CORPORATION, a Corporation, XYZ, a)
 person, firm or corporation who was the)
 manufacturer, seller or distributor of the)
 paper machine hereinafter described in the)
 complaint; A, the correct designation of the)
 entity that manufactured the machine that)
 injured the Plaintiff on the occasion des-)
 cribed in the complaint; B, the entity res-)
 ponsible for the care and maintenance of)
 the machine that injured the Plaintiff on)
 the occasion described in the complaint; C,)
 the entity responsible for the condition)
 or state of repair of the machine that in-)
 jured the Plaintiff on the occasion des-)
 cribed in the complaint; D, the entity res-)
 ponsible for the design on the machine that)
 injured the Plaintiff on the occasion des-)
 cribed in the complaint; E, F and/or G, the)
 entities responsible for the design of the)
 component parts of the machine which in-)
 jured the Plaintiff on the occasion des-)
 cribed in the complaint, whose true names)
 and legal identifications are otherwise un-)
 known to the Plaintiff at this time, but)
 will be added by amendment when ascertained)
 individually and jointly)

This day in open Court came the parties with their attorneys, and this cause coming on to be heard, and issue having been joined between plaintiff and defendant, and this cause having been regularly set for trial for this day, thereupon, in open Court on this day, in the presence of both the parties, with their attorneys, came a jury of good and lawful men and women, to-wit: Jim Sweatt, and eleven others, who, having been first duly empanelled and sworn, according to law, and who, having heard the evidence and the charge of the Court, upon their oaths, in open Court on this day in the presence of plaintiff, defendant, and their attorneys, do say: "We, the Jury, find for the Plaintiff and against the Defendant, and assess his damages at \$800,000.00."

It is, therefore, ordered and adjudged by the Court that plaintiff do have and recover of defendant the sum of \$800,000.00, the amount of damages as so assessed by the Jury in this cause, and all Court Costs in this cause created, for recovery of which, let execution issue.

Big damage award affirmed by court

An \$800,000 judgment, the largest personal injury verdict ever returned in Mobile Circuit Court, has been affirmed by the Alabama Supreme Court.

The state's highest tribunal, in an 8-1 decision, upheld the award to Kenneth Harrell, 34, of Linden, Ala., against the Beloit Corp. Counting interest and penalty, the total award amounts to nearly \$1 million.

According to trial testimony, Harrell lost almost all use of his hands when they became caught in a paper machine in American Can's Choctaw County plant. The suit claimed the machine was manufactured by Beloit. The accident occurred Jan. 2, 1972.

Judge Joseph Hocklander presided over the circuit court trial, which last five days before the jury returned the verdict on April 17, 1975.

Record damage verdict upheld

The largest personal injury damage verdict in the history of the Mobile Circuit Court has been affirmed by the Alabama Supreme Court.

In an 8-1 decision, the state's highest court upheld a \$800,000 award to Kenneth Harrell, 34, of Linden, Ala., against the Beloit Corp.

The total award involves nearly \$1 million when you add a 10 per cent penalty for appealing plus 6 per cent interest since the verdict was returned on April 17, 1975.

Harrell, according to trial testimony, lost almost total use of his hands when they became mangled in a paper machine in the Choctaw County plant of American Canning. The machine, the suit claimed, was manufactured by Beloit.

The accident occurred Jan. 2, 1972. Judge Joseph Hocklander presided over circuit court trial, which lasted five days before the jury returned the verdict.

No. 0064438

EMPLOYERS INSURANCE OF WAUSAU		75-89 715
CLAIM NUMBER	DISAB. OR ACCID. DATE	DATE ISSUED
H-66-31889	1-2-72	11-12-76
PAY TO THE ORDER OF		VOID AFTER 60 DAYS FROM DATE ISSUED
Kenneth Harrell and wife Sharon Harrell and their Attorney Richard Bounds Mobile, Ala		PAY EXACTLY
INSURED: Beloit Corporation		\$875,000.00*****
FOR: In full settlement of all claims of the payee arising from the described accident		
* Eight Hundred Seventy Five Thousand and no/100		
BY: <i>Paul L. Harrison</i> EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN		
TO EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN, PAYABLE THRU FIRST AMERICAN NATIONAL BANK, WAUSAU, WISCONSIN		

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