

IN THE SUPREME COURT OF TENNESSEE  
SPECIAL WORKERS' COMPENSATION APPEALS PANEL  
AT KNOXVILLE APRIL 1996 SESSION

**FILED**

June 20, 1996

Cecil Crowson, Jr.  
Appellate Court Clerk

CORBIN B. SCROGGINS, )

Plaintiff/Appellant )

v. )

KENNETH RAY ELY, d/b/a ELY'S )  
TRUCKING and WAUSAU INSURANCE )  
COMPANY, )

Defendants/Appellees )

KNOX CHANCERY )

NO. 03S01-9510--CH-00121 )

HON. FREDERICK D. MCDONALD )  
CHANCELLOR )

**For the Appellant:**

Robert A. Crawford  
507 South Gay Street, Ste. 1000  
P. O. Box 2485  
Knoxville, TN 37901-2485

**For the Appellee:**

Daryl R. Fansler  
620 Market Street  
One Centre Square, Ste. 200  
Knoxville, TN 37902

**MEMORANDUM OPINION**

**Members of Panel:**

Chief Justice E. Riley Anderson  
Senior Judge John K. Byers  
Senior Judge William H. Inman

**AFFIRMED.**

**BYERS, Senior Judge**

This workers' compensation appeal has been referred to the Special Workers'

Compensation Appeals Panel of the Supreme Court in accordance with Tenn. Code Ann. § 50-6-225(e)(3) for hearing and reporting to the Supreme Court of findings of fact and conclusions of law.

The issue in this case is whether the trial judge erred in granting a summary judgment dismissing the plaintiff's petition for workers' compensation benefits because there is no jurisdiction over this case in Tennessee.

We affirm the judgment of the trial court.

The relevant facts in the case are simple. On or around May 17, 1991, the plaintiff learned that Ely's Trucking, a Knoxville company, had a possible opening for a driver. The plaintiff learned this from another driver, who lived, as did the plaintiff, in Nebraska.

The plaintiff called Ely's Trucking Company from his home in Nebraska. Ray Ely, the owner of the trucking company, and plaintiff discussed plaintiff's desire to work for Ely. The plaintiff's testimony, taken by deposition, clearly shows Ely made an offer of employment to the plaintiff and that the plaintiff accepted the offer at his home in Nebraska, where he was when the discussion took place. There was no written contract of employment between the plaintiff and Ely. The only document signed by the parties was a listing of benefits the plaintiff had with Ely's Trucking. This was signed on May 21, 1991 in Knoxville.

The injury of which the plaintiff complained did not occur in Tennessee.

The Chancellor found there was no jurisdiction to try the case in Tennessee.

The evidence supports this finding. There was no contract of employment entered into in Tennessee, nor was the employment principally localized within this state as required by TENN. CODE ANN. § 50-6-115 to give jurisdiction to this state. The contract was completed in Nebraska when the plaintiff accepted the employment offer from Ely. *Tolley v. General Accident Fire & Life Ins. Corp.*, 584 S.W.2d 647 (Tenn. 1979).

We affirm the judgment of the trial court and remand the case thereto with costs assessed to the plaintiff.

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John K. Byers, Senior Judge

CONCUR:

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E. Riley Anderson, Chief Justice

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William H. Inman, Senior Judge