FILE NAME: Insulators Workers' Comp Claims (IWC)

DATE: 1955

DOC#: IWC045

DOCUMENT DESCRIPTION: Claimant - Swartout, John E.

Contains all documents found in the claimant's file,
with 1 blank page between each separate document.

Note ALL of these originals were 8.5x14"

COMMISSION OFFICES:
FOR NORTHERN CALIFORNIA
(EXCEPT SACRAMENTO COUNTY)
965 MISSION STREET
SAN FRANCISCO 3
FOR SACRAMENTO COUNTY ONLY
ROOM 200, 631 J STREET
SACRAMENTO
FOR SOUTHERN CALIFORNIA
(EXCEPT SAN DIEGO COUNTY)
501 STATE BUILDING
LOS ANGELES 12
FOR SAN DIEGO COUNTY ONLY
1521 FOURTH AVENUE
SAN DIEGO 1

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

APPLICATION FOR HEARING

Case No. 56SF 169-171
Filed: 12-30-55

DO NOT WRITE IN THIS SPACE

ENTERED IN DOCKET
BY

Employee's Name: John E. Swartout
Social Security No.: 472-10-9896
Name of Employer: Various
Name of Insurance Carrier: See attached list

Employee's Address: 3000 Merrywood Drive (STREET AND NUMBER)
Sacramento 17, California (TOWN OR CITY / ZONE / STATE)
Employer's Address: California Compaines (STREET AND NUMBER)
(TOWN OR CITY / ZONE / STATE)
Insurance Carrier's Address: (STREET AND NUMBER)
(CITY / ZONE / STATE)

Employee's name: John E. Swartout
Employee's date of birth: September 5, 1889
Date of your injury: Exposure over a long period of time
Employee's occupation at time of injury: ASBESTOS Insulation
Place where injury occurred: California (CITY AND STATE)
When did you leave work as a result of this injury? January 6, 1955
How did injury occur? Working with asbestos
What part or parts of your body were injured? Asbestosis
When did you return to work? Still off
Full or part time work and at what wage?

Your wages or salary (before deductions) $_____ per hour or 3.15 per week or $_____ per month
If paid on hourly rate, how many hours did you work per week? 40 hour week, plus overtime sometimes
Did you receive any of the following: Board? Yes [X] No [ ]; Lodging? Yes [ ] No [ ]; Tips? Yes [ ] No [X]; Other advantages? Yes [ ] No [ ]
State their weekly value $_____ (Only on some jobs)

Have you been paid any compensation? Yes [X] No [ ]. How much $ 910.00 (TOTAL AMOUNT) Weekly rate of payments $ 35.00
Date when last payment was made Up to Sept. 13, 19 55
Has the employer or the insurance carrier furnished you with any medical treatment? Yes [ ] No [ ].
Date when last treatment was given _____, 19____.
List names of all doctors who have treated you and who were furnished by the employer or insurance carrier _____

Have you obtained any medical treatment at your own expense? Yes [X] No [ ].
List names of all doctors who have treated you at your own expense Dr. Fortier with Clinic at Springvale Hospital; Dr. Webster, Sacramento Hospital; Dr. Allan Moe, Sacto,

Are you claiming any of the following benefits? (Answer Yes or No):
(a) Temporary disability payment Yes
(b) Permanent disability payment Yes
(c) Further medical treatment Yes
(d) Cost of your medical expense Yes
(e) List other benefits claimed and not mentioned above _____

Have you ever before filed a claim with this Commission? Yes [ ] No [ ]. If so, when was it filed? _____ (DATE)

SMITH & PARRISH
(REPRESENTATIVE OR ATTORNEY FOR APPLICANT)
1616 Financial Center Bldg.
Oakland, Calif. (ADDRESS)
GLENCOURT 2-2-2000 (TELEPHONE NUMBER)

/s/ John E. Swartout
(SIGNATURE OF APPLICANT)
Date 12/28, 195 5

NOTE—HEARING: After this application has been filed with the Industrial Accident Commission the parties will be notified in writing of the time and place of hearing. Either party may be represented in person, by attorney, or other agent.
ANSWER: The defendant is expected to file an answer within 10 days after service of a copy of this application, using the form furnished for that purpose. If a defendant employer is insured and the insurance carrier is properly named in the application, no answer need be filed by the employer, as that will be done by the carrier; but if the insurance carrier is not named, then the employer should notify the carrier immediately so the proper answer can be filed.

DATE OF SERVICE SERVICE ON

ON OFFICES:
RN CALIFORNIA
SACRAMENTO COUNTY)
ISSION STREET
RANCISCO 3

SACRAMENTO COUNTY ONLY
ROOM 200, 631 J STREET
SACRAMENTO

FOR SOUTHERN CALIFORNIA
(EXCEPT SAN DIEGO COUNTY)
501 STATE BUILDING
LOS ANGELES 12

FOR SAN DIEGO COUNTY ONLY
1521 FOURTH AVENUE
SAN DIEGO 1

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

APPLICATION FOR HEARING
DEATH CLAIM

DO NOT WRITE IN THIS SPACE

ENTERED IN DOCKET
BY_____

Case No. 169-171
Filed: 6-13-56

Names of Applicants: Mrs. John E. Swartout

Addresses of Applicants: 3000 Merrywood Drive, Sacramento 21, California

Name of Employer: Listed on separate sheet as filed December 28, 1955

Address of Employer:

Name of Insurance Carrier: See attached list as per December 28, 1955

Address of Insurance Carrier:

Name of Deceased Employee: John E. Swartout

Date of Employee's Birth September 5, 1889

Date of employee's injury

Date of employee's death May 30, 1956

Employee's occupation? Asbestos worker

Place where injury occurred: Various jobs

What work was employee doing at time of injury? Asbestos insulation work

Was any medical or hospital expense involved? Yes ☒ No ☐ Amount paid $

Who paid it?

Was any compensation paid to the employee after his injury? Yes ☐ No ☒ If so, how much $

List names of all doctors who treated the employee after his injury Dr. W.B. Parkinson, Porterville, Calif. Clinic of doctors (Specialists on lungs) at Springville, Calif. Dr. C. Webste

Has burial expense been paid? Yes ☐ No ☐ If so, how much $ Dr. Robert Wanpis ? Dr. Allan Moe

List all those who claim to have been dependents of the employee at time of injury

NAME	AGE (IF UNDER 21)	RELATIONSHIP TO THE EMPLOYEE	ADDRESS
Mrs. John E. Swartout		Wife	3000 Merrywood Drive Sacramento 21, Calif.

IMPORTANT—If any applicant is under 21 years of age, it will be necessary to file Petition for Appointment of Guardian ad Litem. Forms for this purpose may be obtained at the offices of the Industrial Accident Commission.

Reason for filing this application:

SMITH & PARRISH
REPRESENTATIVE OR ATTORNEY FOR APPLICANTS
Attorneys At Law
501 Financial Center Bldg.
Oakland Calif.
ADDRESS
GLencourt 2-2---
TELEPHONE NUMBER

/s/ Mrs. John E. Swartout
SIGNATURES OF APPLICANTS

Date June 13, 1956

NOTE—HEARING: After this application has been filed with the Industrial Accident Commission the parties will be notified in writing of the time and place of hearing. Either party may be represented in person, by attorney, or other agent.

ANSWER: The defendant is expected to file an answer within 10 days after service of a copy of this application, using the form furnished for that purpose. If a defendant employer is insured and the insurance carrier is properly named in the application, no answer need be filed by the employer, as that will be done by the carrier; but if the insurance carrier is not named, then the employer should notify the carrier immediately so the proper answer can be filed.

DATE OF SERVICE SERVICE ON

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. 55 SF 169-171

JOHN E. SWARTOUT,

Applicant,

vs.

MUNDET CORK CORP.; HARRY A. DUTTON, INC.; DUTTON ASBESTOS CO.; DUTTON ASBESTOS & SUPPLY CO.; WESTERN ASBESTOS CO.; BAY CITY ASBESTOS CO., Ltd.; CORK INSULATION CO., Inc.; WESTERN FIBROUS GLASS PRODUCTS CO.; GENERAL INSULATION & RUBBER CORPORATION; ARMSTRONG CORK CO.; JOHNS MANVILLE SALES CORPORATION; C. C. MOORE & CO.; J. T. THORPE & SON, INC.; M. R. CARPENTER, AETNA INSURANCE COMPANY; STATE COMPENSATION INSURANCE FUND; INDUSTRIAL INDEMNITY EXCHANGE; INDUSTRIAL INDEMNITY COMPANY; LIBERTY MUTUAL INSURANCE COMPANY; EMPLOYERS MUTUAL INSURANCE COMPANY; TRAVELERS INSURANCE COMPANY; STANDARD ACCIDENT INSURANCE COMPANY, and PACIFIC EMPLOYERS INSURANCE COMPANY,

Defendants.

ORDER JOINING PARTIES DEFENDANT

Mailed from San Francisco Office

JUN 22 1956

Industrial Accident Commission
State of California

GOOD CAUSE APPEARING THEREFOR:

IT IS ORDERED that the Mundet Cork Corp., Harry A. Dutton, Inc.; Dutton Asbestos Co., Dutton Asbestos & Supply Co., Western Asbestos Co., Bay City Asbestos Co., Ltd.; Cork Insulation Co., Inc.; Western Fibrous Glass Products Co., General Insulation & Rubber Corporation, Armstrong Cork Co., Johns Manville Sales Corporation, C. C. Moore and Co, J. T. Thorpe & Son, Inc.; M. R. Carpenter, Aetna Insurance Company, State Compensation Insurance Fund, Industrial Indemnity Exchange, Industrial Indemnity Company, Pacific Indemnity Company, Liberty Mutual Insurance Company, Employers Mutual Insurance Company, Travelers Insurance Company, Standard Accident Insurance Company and Pacific Employers Insurance Company, be and they are hereby joined as parties defendant.

R. O. Purvis, Referee

hg

DATED AT SAN FRANCISCO
CALIFORNIA

JUN 22 1956

RCS

State of California

INDUSTRIAL ACCIDENT COMMISSION

965 Mission Street — San Francisco

JUN 26 1956 WLH

(Mrs.)
JOHN E. SWARTOUT,

Applicant

vs

MUNDET CORK CORPORATION, et al,

Defendant

Claim No. 55SF 169-171

NOTICE OF HEARING
OF APPLICATION
FOR ADJUSTMENT
OF CLAIM

You are hereby notified that an application to adjust a claim for compensation (a copy of which is attached hereto) has been filed with the Industrial Accident Commission of the State of California. You are further notified that said application has been set for hearing at

Room 206, 1531 Webster Street
Oakland
August 15, 1956
9:00 a.m.
All Morning
All issues

and that at said time and place the Industrial Accident Commission of the State of California will proceed to hear and dispose of the said application in the manner prescribed by law.

Note: The parties are expected to submit all issues in controversy for decision at this hearing; therefore, all necessary witnesses, evidence, documents, medical reports, payrolls, and other essential proof must be available and ready for submission at the hearing.

Dated: INDUSTRIAL ACCIDENT COMMISSION

The undersigned certifies that as an employee of the Industrial Accident Commission she served the foregoing notice on the parties hereinafter mentioned, at the time set opposite their respective names, by depositing a copy of said notice attached to a copy of the application therein mentioned, in a sealed envelope in the United States mail on said day, at San Francisco, California, with the postage thereon fully prepaid, and addressed to the said parties at their last known places of business or residence, as follows, to wit:

(See attached sheet for Service)

FORM 35-S(new 4-56

Signature.....

JUN 22 1956

NAMES OF PARTIES SERVED (Mrs.) DATE OF SERVICE

John E. Swartout, 3000 Merrywood Drive, Sacramento, Calif.
Smith & Parrish, 501 Financial Center Bldg., Oakland, Calif.
Mindet Cork Corp., 7101 Tonnelle Ave., North Bergen, N. J.
Harry A. Dutton, Inc., 532 Natoma St., S.F., Calif.
Dutton Asbestos Co., 532 Natoma St., S.F., Calif.
Dutton Asbestos & Supply Co., 532 Natoma St., S.F., Calif.
Western Asbestos Co., 675 Townsend St., S.F., Calif.
Bay City Asbestos Co., Ltd., 251 - 5th Ave., Oakland, Calif.
Cork Insulation Co., Inc., 730 - 5th Ave., N. Y.
Western Fibrous Glass Prod. Co., 739 Bryant St., S.F., Calif.
General Insulation & Rubber Corp., 1247 Main St., El Centro, Calif.
Armstrong Cork Co., Lancaster, Penn.
Johns Manville Sales Corp., 22 East 40th St., N.Y.
C. C. Moore & Co., 450 Mission St., S.F., Calif.
J. T. Thorpe & Son, Inc., 1351 Ocean Avenue, Emeryville, Calif.
M. R. Carpenter, 907 Front St., Sacramento, Calif.
S. R. Dutton Company,532 Natoma St., S.F., Calif.
Bay Cities Asbestos Co., 251-5th Ave., Oakland, Calif.
Western Fiberglass Supply, 739 Bryant St., S.F., Calif.
General Insulation Co., S.F., Calif.
The Asbestos & Magnesia Materials Co., Chicago, Ill.
Asbestos Supply Co. of Seattle, Fairbanks, Alaska
Phillip Care Mfg., Co., Cincinnati, Ohio
Tacoma Asbestos Co. of Tacoma, Anchorage, Alaska
Jamar-Olmen Co. of Chicago, Terre Haute, Indiana
Johns-Manville, Trenton, New Jersey
Insulation Services of Minn., Terre Haute, Indiana
Hunter Manufacturing Corp. of Bristol, Pa, Tuscon, Arizona
Johns Manville, Pittsburg, Calif.
Pillsbury, Madison & Sutro, 225 Bush St., S.F., Calif.
Aetna Insurance Co., 220 Montgomery St., S.F., Calif.
State Compensation Insurance Fund, Personal Service
Industrial Indemnity Exchange, 155 Sansome St , S.F., Calif.
Industrial Indemnity Co., 350 Sansome St., S.F., Calif.
Pacific Indemnity Co., 114 Sansome St., S.F., Calif.
Liberty Mutual Insurance Co., 216 Pine St., S.F., Calif.
Employers Mutual Liab. Ins. Co. of Wisconsin, 114 Sansome St., S.F., Calif.
Travelers Ins. Co., 315 Montgomery St., S.F., Calif.
Standard Accident Ins. Co., 417 Montgomery St., S.F., Calif.
Pacific Employers Ins. Co., 505 Montgomery St., S.F., Calif.
Pacific Employers Ins. Co., 3770 Piedmont Ave., Oakland, Calif.
Keith, Creede & Sedgwick, 100 Bush St., S.F., Calif.
Leonard, Hanna & Brophy, 100 Bush St., S.F., Calif.

he

[redacted]

Address

NOTE: A COPY of this Answer shall be served on all adverse parties, or their attorneys, and a notation of such service and the parties served must be made hereon.

Parties served: SEE ATTACHED SHEET

8877 9-54 25M © BFO

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

ANSWER

In Re: I.A.C. No. 55 SF 169-171

JOHN E. SWARTOUT vs MUNDET CORK CORP., etal

In answer to the application, we make allegations and we raise the issues which are checked below. Should other issues not now known to be proper and necessary develop later, we reserve the right to raise such additional issues in accordance with the provisions of law and the rules of the Commission.

- [X] Employment
- [X] Nature and extent of disability
- [X] Liability for medical treatment
- [X] Injury arising out of and occurring in the course of employment
- [X] Statute of limitations
- [X] Earnings at the time of injury
- [X] Occupation of claimant
- [X] Insurance coverage (Employer has been notified to appear and defend)
- [X] FAILURE TO SERVE MEDICAL
- [X] LACK OF NOTICE & PREJUDICE THEREBY

- [ ] Medical reports have been served as listed in covering letter.

Disability indemnity has been paid as follows:

Temporary:
Beginning_____ to and including_____; Total $_____ @ $_____ a week

Permanent:
Beginning_____ to and including_____; Total $_____ @ $_____ a week

We believe that the presentation of our evidence will require a minimum of ONE HOUR.

Estimated number of witnesses, if available_____.

PACIFIC INDEMNITY COMPANY
Defendant

L. W. Likens
L. W. LIKENS Attorneys for defendant

114 SANSOME STREET, SAN FRANCISCO, CALIF.
Address

NOTE: A COPY of this Answer shall be served on all adverse parties, or their attorneys, and a notation of such service and the parties served must be made hereon.

Parties served: SEE ATTACHED SHEET

8677 9-54 25M © SPO

NAMES OF PARTIES SERVED

DATE OF SERVICE

JULY 13, 1956

MRS. JOHN E. SWARTOUT - 3000 Merrywood Drive, Sacramento, California
SMITH & PARRISH - 501 Financial Center Bldg.
MUNDET CORK CORP. - 7101 Tonnelle Avenue, North Bergen, New Jersey
HARRY A. DUTTON, INC. - 532 Natoma Street, San Francisco, California
DUTTON ASBESTOS CO. - 532 Natoma Street, San Francisco, California
DUTTON ASBESTOS & SUPPLY CO. - 532 Natoma Street, San Francisco, California
WESTERN ASBESTOS CO. - 675 Townsend Street, San Francisco, California
BAY CITY ASBESTOS CO., LTD. - 251 - 5th Avenue, Oakland, California
CORK INSULATION CO., INC. - 730 - 5th Avenue, New York, New York
WESTERN FIBROUS GLASS PROD. CO. - 739 Bryant Street, San Francisco, California
GENERAL INSULATION CO.
GENERAL INSULATION & RUBBER CORP. - 1247 Main Street, El Centro, California
ARMSTRONG CORK CO. - Lancaster, Pennsylvania
JOHNS MANVILLE SALES CORP. - 22 East 40th Street, New York, New York
C. C. MOORE & CO. - 450 Mission Street, San Francisco, California
J. T. THORPE & SON, INC. - 1351 Ocean Avenue, Emeryville, California
M. R. CARPENTER - 907 Front Street, Sacramento, California
S. R. DUTTON COMPANY - 532 Natoma Street, San Francisco, California
BAY CITIES ASBESTOS CO. - 251-5th Avenue, Oakland, California
WESTERN FIBERGLASS SUPPLY - 739 Bryant Street, San Francisco, California
THE ASBESTOS & MAGNESIA MATERIALS CO. - Chicago, Illinois
ASBESTOS SUPPLY CO. OF SEATTLE - Fairbanks
PHILLIP CARE MFG. CO. - Cincinnati, Ohio
TACOMA ASBESTOS CO. OF TACOMA - Anchorage, Alaska
JAMAR-OLMEN CO. OF CHICAGO - Terre Haute, Indiana
JOHNS-MANVILLE - Trenton, New Jersey
INSULATION SERVICES OF MINN. - Terre Haute, Indiana
HUNTER MANUFACTURING CORP. OF BRISTOL, PA. - Tuscon, Arizona
JOHNS MANVILLE - Pittsburg, California
PILLSBURY, MADISON & SUTRO - 225 Bush Street, San Francisco, California
AETNA INSURANCE CO. - 220 Montgomery Street, San Francisco, California
STATE COMPENSATION INSURANCE FUND
INDUSTRIAL INDEMNITY EXCHANGE - 155 SansomeStreet, San Francisco, California
INDUSTRIAL INDEMNITY CO. - 350 Sansome Street, San Francisco, California
LIBERTY MUTUAL INSURANCE CO. - 216 Pine Street, San Francisco, California
EMPLOYERS MUTUAL LIABILITY INS. CO. OF WISCONSIN - 114 Sansome Street, San Francisco, Cal
TRAVELERS INSURANCE CO. - 315 Montgomery Street, San Francisco, California
STANDARD ACCIDENT INSURANCE CO. - 417 Montgomery Street, San Francisco, California
PACIFIC EMPLOYERS INSURANCE CO. - 505 Montgomery Street, San Francisco, California
PACIFIC EMPLOYERS INS. CO. - 3770 Piedmont Avenue, Oakland, California
KEITH, CREEDE & SEDGWICK - 100 Bush Street, San Francisco, California
LEONARD, HANNA & BROPHY - 100 Bush Street, San Francisco, California

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

BERGIT A. SWARTOUT,

Applicant,

vs.

MUNSET CORK CORP.; HARRY A. DUTTON, INC.; DUTTON ASBESTOS CO.; DUTTON ASBESTOS & SUPPLY CO.; WESTERN ASBESTOS CO., et al.

Defendants.

OCT 30 1956 WIH

CLAIM NO. 55 SF 169-171

NOTICE OF TIME AND PLACE OF FURTHER HEARING

NOTICE TO ALL PARTIES

You are hereby notified that further hearing will be held in the above-entitled action at

ROOM 206, 1531 WEBSTER STREET, OAKLAND, CALIFORNIA,

DECEMBER 6, 1956, 9:30 o'clock a.m.

INDUSTRIAL ACCIDENT COMMISSION

Dated at:

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON : McP OCT 2 1956

See attached sheet for service

SERVICE UPON; 10/25/56--McP

Bergit A. Swartout, 3810 Arden Way, Sacramento, Calif.
Smith & Parrish, 501 Financial Center Bldg., Oakland

Bundet Cork Corp., 7101 Tonnelle Ave., North Bergen, New Jersey
Harry A. Dutton, Inc., 532 Natoma St., S. F.
Dutton Asbestos & Supply Co., 532 Natoma St., S. F.
S. K. Dutton Co., 532 Natoma St., S. F.
Western Asbestos Co., 675 Townsend St., S. F.
Bay City Asbestos Co., Ltd., 201 5th Ave., Oakland
Cork Insulation Co., Inc., 750 5th Ave., N. Y.
Western Fiber Glass Co., 739 Bryant St., S. F.
General Insulation & Rubber Corp., 1247 Main St., El Centro, Calif.
Armstrong Cork Co., Lancaster, Penn.
Johns Manville Sales Corp., 22 East 40th St., N. Y.
Johns Manville, Pittsburg, Calif.
C. C. Moore & Co., 450 Mission St., S. F.
J. P. Thorne & Son, Inc., 1351 Ocean Ave., Emeryville, Cal.
M. K. Carpenter, 907 Front St., Sacramento, Calif.
Phillip Care Mfg. Co., c/o Gen. Acc. Fire & Life Assur. Co., Pacific Mutual Bldg., S. F.

Pillsbury, Madison & Sutro, 225 Bush St., S. F.
Hadsell, Murman & Bishop, 405 Montgomery St., S.F.

Aetna Ins. Co., 220 Montgomery St., S. F.
State Fund, Personal Service
Industrial Indem. Co., 350 Sansome St., S. F.
Industrial Indem. Exchange, 155 Sansome St., S.F.
Pacific Indemnity Co., 114 Sansome St., S. F.
Liberty Mutual Ins. Co., 216 Pine St., S. F.
Employers Mutual Liab. Ins. Co., of Wis., 114 Sansome St., S. F.
Travelers Ins. Co., 515 Montgomery St., S. F.
Standard Accident Ins. Co., 417 Montgomery St., S. F.
Pacific Emp. Ins. Co., 505 Montgomery St., S.F.
Pacific Employers Ins. Co., 3770 Piedmont Ave., Oakland
General Accident, Fire & Life Assurance Corp., Pacific Mutua l Bldg., San Francisco

Keith, Creede & Sedgwick, 100 Bush St., S.F.
Leonard, Hanna & Brophy, 100 Bush St., S. F.
Henry G. Sanford, 714 Hobart Bldg., S.F.
Mullen & Filippi, 515 Montgomery St., S. F.

RCS

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

BERGIT A. SWARTOUT, Applicant vs. MUNSET CORK CORP., HARRY A. DUTTON, INC., DUTTON ASBESTOS CO.; DUTTON ASBESTOS & SUPPLY CO.; WESTERN ASBESTOS CO., et al., Defendants	CLAIM NO. 55 S.F. 169-171 NOTICE OF CHANGE IN PLACE OF HEARING

NOTICE TO ALL PARTIES

You are hereby notified that the place for the hearing in the above entitled action has been changed to and will be held at

Room 510, 577 - 14th Street (Corner of Jefferson), Oakland

on the same date and at the same time as stated in the Notice previously issued.

11/12/56 WSD

DATED at San Francisco, California,

November 7, 1956

INDUSTRIAL ACCIDENT COMMISSION

SERVICE UPON: Same as in last notice of hearing. McP

1455 L.D.G.

Claim

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. 55 SF 169-171

BERGIT A. SWARTOUT,

Applicant,

VS.

MUNDET CORK CORP.; HARRY A. DUTTON, INC.; DUTTON ASBESTOS CO.; DUTTON ASBESTOS & SUPPLY CO.; WESTERN ASBESTOS CO.; BAY CITY ASBESTOS CO., LTD.; CORK INSULATION CO., INC.; WESTERN FIBER GLASS COMPANY; GENERAL INSULATION & RUBBER CORPORATION; ARMSTRONG CORK CO.; JOHNS MANVILLE SALES CORPORATION; C. C. MOORE & CO.; J. T. THORPE & SON, INC.; M. R. CARPENTER; AETNA INSURANCE COMPANY; STATE COMPENSATION INSURANCE FUND; INDUSTRIAL INDEMNITY EXCHANGE; INDUSTRIAL INDEMNITY COMPANY; LIBERTY MUTUAL INSURANCE COMPANY; TRAVELERS INSURANCE COMPANY; STANDARD ACCIDENT INSURANCE COMPANY, and PACIFIC EMPLOYERS INSURANCE COMPANY,

Defendants.

MAR 10 1958 WLH

FINDINGS AND AWARD

D/A - 1/10/58

An application for adjustment of claim for compensation having been filed herein, all parties having appeared, and the matter having been regularly heard and submitted, R. O. Purvis, Referee, now makes his Findings and Award as follows:

FINDINGS OF FACT:

1. John E. Swartout, while employed as an asbestos worker by various employers, including the defendant, Western Asbestos Company, in California and elsewhere, sustained an injury arising out of and in the course of his employment consisting of asbestosis. At said time, the employee's wages were maximum.

2. Applicant has elected to proceed against the Western Asbestos Company and its insurance carrier, the State Compensation Insurance Fund, pursuant to Labor Code Section 5500.5.

3. Said injury resulted in temporary total

disability beginning January 11, 1955, to and including June 5, 1956.

4. The evidence establishes that said employee failed to give defendants notice of his need for medical treatment to cure or relieve him from the effects of said injury.

5. The employee died on June 6, 1956, and the evidence establishes that said death was proximately caused by the injury herein.

6. The application for adjustment of claim was filed herein within one year from the date of said injury.

7. The evidence fails to establish that defendants or any of them have been prejudiced by lack of notice of the claim asserted herein.

8. Said employee left surviving him, his widow, Bergit A. Swartout, the applicant herein.

9. Applicant is entitled to the statutory burial expense of $400.00.

10. The employee incurred expense in the sum of $35.00 for examination and report by Dr. Allan E. Moe required to successfully prove his case.

11. Applicant's counsel, Smith & Parrish, have performed services of the reasonable value of $500.00.

AWARD:

AWARD IS MADE in favor of Bergit A. Swartout and against the State Compensation Insurance Fund of accrued temporary disability indemnity commencing January 11, 1955, to and including June 5, 1956, at the rate of $35.00 a week in the total sum of $2,555.00 payable forthwith.

AWARD IS FURTHER MADE in favor of Bergit A. Swartout and against the State Compensation Insurance Fund of a death benefit in the amount of $7,000.00 payable at

the rate of $35.00 a weekbeginning June 6, 1956, less $500.00.

AWARD IS FURTHER MADE in favor of Bergit A. Swartout and against the State Compensation Insurance Fund for burial expense in the amount of $400.00.

AWARD IS FURTHER MADE in favor of Bergit A. Swartout and against the State Compensation Insurance Fund of the sum of $35.00 for medical-litigation costs payable to Dr. Allan E. Moe.

R. O. Purvis, Referee

Filed and Served upon parties shown on official address record: March 4, 1958

hsg

BERGIT A. SWARTOUT vs MUNDET CORK CORPORATION, ET AL,

R. O. Purvis, Referee
February 26, 1958

Claim No. 55 SF 169-171
Inj: Asbestosis (Dec.)

REPORT OF REFEREE ON DECISION

Applicant is the widow of an employee who dies of pneumonoconiosis (asbestosis) and claims accrued compensation for temporary disability and a death benefit.

REPORT OF RECORD:

Issues:

There were no admitted facts, and all appearing defendants raised the additional issues of Statute of Limitations, prejudice by reason of lack of notice and jurisdiction of the Commission.

Disucssion:

The record disclosed that the employee died on May 30, 1956, and the medical evidence is without conflict that his death was due to asbestosis.

The employee filed the original application for adjustment of claim on December 30, 1955. The evidence in the record is that he first became disabled as the result of asbestosis on January 10, 1955, and that date was the first on which he knew he had the pulmonary disease. That date must be taken as the date of injury. The application was filed well within a year from the date of injury and, therefore,the claim is not barred by the Statute of Limitations. Applicant may recover both accrued temporary total disability and the death benefit.

The issue of jurisdiction was raised, defendants maintaining that inasmuch as some of the employee's employment was on board ships (not yet commissioned) afloat on navigable waters, the Commission is barred from making an award of compensation for that part of the injury occurring aboard such a vessel. This Referee does not agree with the contention. Applicant worked for the same employers, Western Asbestos Co., both on new ship construction work and at work on shore and, as a result of such exposure along with other employments for other employers, was exposed to dust resulting in his disability and death. He filed his application with this Commission and not with the U. S. Employees Compensation Commission. He had to elect one or the other and it was impossible to proceed in both. It is this Referee's opinion that the California Commission may assume jurisdiction over the whole claim and that the maritime exposure is compensable under the "twilight zone" theory of the case of Davis vs Department of Labor, 8 Cal Comp C 25, 317 US 249.

In any event, the major portion of applicant's employment was non-maritime, and it is impossible to segregate the exposure from either

employment from the other.

Applicant, proceeding under Labor Code Section 5500.5, elected to proceed against the defendant, Western Asbestos Co.

The employee incurred costs for self-procured medical treatment. However, applicant may not recover the cost thereof as no notice was given in advance to the defendants who, therefor, had no opportunity to furnish it.

Discussion:

Award must be made pursuant to the foregoing conclusions.

R. O. Purvis, Referee

ROP:hg

SWARTOUT - Claim No. 55 SF 169-171

R. O. PURVIS, Referee
Oakland - August 15, 1956

Injury: (Silicosis)
Death: May 30, 1956

REPORT OF REFEREE

Applicant testified substantially that she was married to the employee on July 5, 1939 at Albuquerque, New Mexico. He had been married before. They had no children. She exhibited a marriage certificate, which was read into the record. She was living with the employee at the time of his injury. They had not been divorced.

He was employed by the Western Asbestos Co. in 1940 to 1949 and again in 1954, always in California. He was employed running jobs, but most of the time working with asbestos, covering pipes, and so on. He was a member of Local 16, Asbestos Workers Union in San Francisco.

He first knew he had asbestosis in January of 1955. He stopped work on January 10, 1955 and has done no work since.

He was in the hospital six weeks at one time, then again two months. The first hospital was the Porterville Hospital, and the second, the Springville Sanitarium. He never recovered from his illness, and died May 30, 1956.

She has not paid the bill of Dr. Moe, $35.00, for a report.

In the year before his death the employee's earnings were $4800 to $5000 or $5200. He had worked steady at union scale. He had no periods of unemployment except one in 1947 or 1948 for about six months.

Her husband discussed his working conditions with her, and how hard he worked, and how he was covered with dust, and he felt his nose stuffed up with dust. His working blothes always had dust on them.

She has paid the burial expense of $568.00, except for the cremation and the niche for the ashes. Exhibited a check to a mortuary, in the sum of $534.00.

On cross-examination the witness testified substantially that on July 5, 1939 she married the employee at Albuquerque, New Mexico. That he has been married before. His wife had died in 1934 or 1935 in Minneapolis. That he had no children by this previous marriage. That she had not been married before. She knew the employee two years before she married him.

He worked for other employers at Albuquerque up to the time he came to San Francisco in 1947.

He was working in Porterville for the Western Asbestos Co. in 1954, and then they came to Sacramento in 1955.

The last job he had done was for Armstrong Construction Co. for Bethlehem Steel.

At Porterville the employee was under the care of Dr. Parkinson. He saw him first, she believes, on January 17, 1955. He had a bad cold, and examination at that time showed that he had asbestosis. He was taken to the Porterville City Hospital, where he stayed six weeks. Then he remained at home two weeks, and then he was taken to Springville Sanitarium, where he stayed two months.

Following that they moved to Sacramento. At Sacramento he was under the care of Dr. Robert Harris, who put him in the Sacramento County Hospital; and then Dr. Harris sent him to Dr. Moe, who took care of him the rest of the time.

The last work he did was on January 10, 1955, and he was unable to work after that time due to asbestosis.

On cross-examination by Mr. Schwab, the witness testified substantially that he worked for the Armstrong Cork Co. after he left Porterville in 1954 right after Christmas. That he was on a job for the Armstrong on a ship at the Bethlehem Steel plant.

On cross-examination by Mr. Jenner the witness testified substantially that the employee had never worked at Southgate, California.

On redirect examination the witness testified substantially that the period of unemployment in 1947 was occasioned by the fact that they took six months time out and went to Chico to manage a motel. There was nothing wrong with the employee's health at that time, but they just tried out managing the motel and then gave it up.

On cross-examination by Mr. Conklin the witness testified that the name of the motel was the Willard Motel. Also that the employee worked as an asbestos worker since he was sixteen years old.

That she was with the employee when Dr. Parkinson told him he had asbestosis.

ROP:fg

R. O. PURVIS, Referee

SWARTOUT - Claim No. S.F. 169-171

REFEREE: WILLIAMSON
Oakland, 12-6-56

Inj: Silicosis
Death: 5-30-56

REPORT OF REFEREE

This matter was called for hearing at this time after having been continued from hearing of August 15, 1956.

Wayne Kelly was called by the applicant and identified himself as a business representative of Local 16 of the asbestos workers of the international union. He has held this position for the past year. Prior thereto he was an asbestos worker, and between 1945 and 1949 worked for Western Asbestos, where the decedent had worked. He had worked in the same areas and in the same work, applying asbestos to steam lines aboard destroyers located at Bethlehem Shipyard. He knew Swartout there and worked in the same compartments with him, doing the same kind of work.

Reference to previously admitted exhibits indicates that Swartout worked for Western Asbestos from 1941 to November, 1947, and another place, 1940 to the end of the year 1948. See Commission's Exhibit No. 1.

The witness explains that asbestos comes in molded shape consisting of two halves which are placed around steam pipes and fastened there. In this work it is necessary to cut the molded asbestos lining to length, which is done with a hand saw. The work is in the confined rooms and spaces aboard destroyers, where space is scarce and rooms are correspondingly small. The men never wore respirators, and each man was exposed to the dust, which was of white character, and settled on their clothes. The dust was heavy, and with the working of the asbestos and the sawing, it permeated the air.

On cross examination the witness stated that he and the other men working for Western Asbestos during those years used the Bethlehem plant as a sort of clearing house and worked out of this plant. His work with Mr. Swartout was on the destroyers, and Wayne Mead was the foreman in charge of this work on the destroyers. During the years he was there, he also worked under other foremen.

The work was quite dusty. He explains the asbestos dust floats in the air. It is much lighter than wood sawdust, and it is formed mostly of tiny particles or fibers that float through the air and may readily be seen when light strikes through the room. The dust settles heavily on their work clothes.

He states that he has observed that Johns Manville is the brand of the asbestos material that is used by Western Asbestos, and that the packages indicate 85% magnesium, and he believes the balance is asbestos. Where the material is to be put on very hot pipes, lesser magnesium is used and a higher percentage of asbestos is used.

All the work he did with the decedent was in connection with the destroyers at the Bethlehem plant. When this work was done, the ships were tied at the dock and were floating in water, but the work was done prior to the ship's being commissioned.

Bergit Swartout, the applicant in this case and widow of the deceased, was called to testify by Mr. Conklin, and she responded to questions that neither she nor her husband were ever furnished or promised any compensation or any medical treatment as a consequence of the alleged injury.

At this point the case is submitted. The parties request that the matter be referred back to Mr. Purvis for decision. It is further agreed that Mr. Purvis not be required to have a transcript of the testimony taken this day before this Referee.

DISPOSITION: Refer case back to Mr. Purvis.

HERBERT J. WILLIAMSON, Referee

HJW/et

RCS

APR 21 1958 WLH

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. 55 SF 169-171

BERGIT A. SWARTOUT,

Applicant,

vs

MUNDET CORK CORP., HARRY A. DUTTON, INC., DUTTON ASBESTOS CO., DUTTON ASBESTOS & SUPPLY, WESTERN ASBESTOS CO., BAY CITY ASBESTOS CO., LTD., CORK INSULATION CO., INC., WESTERN FIBER GLASS COMPANY, GENERAL INSULATION & RUBBER CORPORATION, ARMSTRONG CORK CO., JOHNS MANVILLE SALES CORPORATION, C. C. MOORE & CO., J. T. THORPE & SON, INC., M. R. CARPENTER, AETNA INSURANCE COMPANY, STATE COMPENSATION INSURANCE FUND, INDUSTRIAL INDEMNITY EXCHANGE, INDUSTRIAL INDEMNITY COMPANY, LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS INSURANCE COMPANY, STANDARD ACCIDENT INSURANCE COMPANY, and PACIFIC EMPLOYERS INSURANCE COMPANY,

Defendants.

ORDER GRANTING DEFENDANTS' PETITION FOR RECONSIDERATION

Mailed From San Francisco Office
APR 21 1958
Industrial Accident Commission
State of California

COPY

GOOD CAUSE APPEARING THEREFOR:

IT IS ORDERED that Defendants' Petition for Reconsideration filed herein March 18, 1958, be, and the same hereby is, granted.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F.A.Lawrence

John J.Synon

Roland J.Henning

Commissioners

FORM 297
48806 1-57 300M
SFO

BERGIT A. SWARTOUT vs MUNDET CORK CORP., HARRY A. DUTTON, INC., DUTTON ASBESTOS CO., DUTTON ASBESTOS & SUPPLY, WESTERN ASBESTOS CO., BAY CITY ASBESTOS CO., LTD., CORK INSULATION CO., INC., WESTERN FIBER GLASS COMPANY, GENERAL INSULATION & RUBBER CORPORATION, ARMSTRONG CORK CO., JOHNS MANVILLE SALES CORPORATION, C. C. MOORE & CO., J. T. THORPE & SON, INC., M. R. CARPENTER, AETNA INSURANCE COMPANY, STATE COMPENSATION INSURANCE FUND, INDUSTRIAL INDEMNITY EXCHANGE, INDUSTRIAL INDEMNITY COMPANY, LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS INSURANCE COMPANY, STANDARD ACCIDENT INSURANCE COMPANY, and PACIFIC EMPLOYERS INSURANCE COMPANY

April 15, 1958 CLAIM NO. SF 169-171

REPORT OF PANEL ONE

The Panel is of the opinion that transcripts of the testimony should be prepared and the case returned to the Commissioners for further study.

Accordingly, Order is issuing granting Petition for Reconsideration.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F.A.Lawrence

John J.Synon

Roland J.Henning

Commissioners

BERGIT A. SWARTOUT vs MUNDET CORK CORP., et al,

R. O. Purvis, Referee
March 27, 1958

Claim No. 55 SF 169-171
Inj: 1-11-55 (Dec)

REPORT OF REFEREE ON RECONSIDERATION
(DUE: April 17, 1958)

Defendant petitions for reconsideration from an award to applicant, the widow of an employee who died of asbestosis. The award was for accrued compensation due the employee from the date of his first disability up to his death and for a death benefit.

The sole ground for reconsideration is "the claim for the death benefit is barred by the Statute of Limitations". Defendants admit, therefore, that the findings and award for injury arising out of and in the course of employment, temporary disability, death proximately caused by industrial injury, etc., are correct.

The undisputed facts are that applicant, an asbestos worker, sustained injury in his occupation consisting of asbestosis. His disability began on January 10, 1955. He died on June 6, 1956. He filed an application for adjustment of claim on December 30, 1955. His widow was substituted as party applicant on his death by an application filed June 13, 1956.

On the foregoing time table, defendant, State Compensation Insurance Fund, maintains its pleas of the Statute of Limitations is good. It relies on the fact that the employee's death occurred after one year from the date of injury and it had not furnished the employee any of the benefits of the Labor Code. In support of its position, defendant cites two cases.

One, Bianco vs I.A.C., 9 CCC 206. However in that case, the employee never filed a claim and the widow's claim was not filed for 2½ years after the employee's death. Also, the Labor Code has been amended since that case was decided.

The other case cited is Decker vs I.A.C., 14 CCC 3, a case where the District Court of Appeal refused to issue a writ of review. In that case, after a hearing, the Commission found that the employee had sustained no injury, and the widow attempted to re-open the case after the employee's death. That case, too, is factually different from the present case.

Applicant, in reply to defendant's petition, contends that the filing of an application by the employee removed the question of the Statute of Limitations from issue because of the language of Labor Code Section 5404 so far as the widow's claim is concerned, and with this answer the under-

signed Referee is in agreement.

It is the opinion of this Referee that the claim is not barred by the Statute and further, that defendant's position is equitably impossible; that even assuming that the statute bars the claim if no benefits had been paid within a year of filing for the death benefit, they are estopped to assert such a proposition. Benefits were not paid only because the defendants forced the employee to litigate his case instead of meeting their obligation to him. The position of defendants, if adopted, would bar a great percentage of industrial disease claims, and that was not the intent of the Legislature.

Applicant has filed an answer to the defendant's petition which is convincing and adequately answers their contentions.

RECOMMENDATION:

That defendant's Petition for Reconsideration be denied.

R. O. Purvis, Referee

PHONE EXPRESS 4-3728
4-3729

TOENSMEIER ADJUSTMENT SERVICE, INC.
INSURANCE ADJUSTERS

CHARLES J. COPE
ADJUSTER

LANCASTER, PENNA. OFFICE
39 N. DUKE STREET

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

CASE NO. 169-171

BERGIT A. SWARTOUT,

Applicant

v.

MUNDET CORK CORP., HARRY A. DUTTON, INC., DUTTON ASBESTOS CO., DUTTON ASBESTOS & SUPPLY CO., WESTERN ASBESTOS CO., BAY CITY ASBESTOS CO., LTD., CORK INSULATION CO., INC., WESTERN FIBER GLASS COMPANY, GENERAL INSULATION & RUBBER CORPORATION, ARMSTRONG CORK CO., JOHNS MANVILLE SALES CORPORATION, C. C. MOORE & CO., J. T. THORPE & SON, INC., M. R. CARPENTER, AETNA INSURANCE COMPANY, STATE COMPENSATION INSURANCE FUND, INDUSTRIAL INDEMNITY EXCHANGE, INDUSTRIAL INDEMNITY COMPANY, LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS INSURANCE COMPANY, STANDARD ACCIDENT INSURANCE COMPANY and PACIFIC EMPLOYERS INSURANCE COMPANY,

Defendants

DECISION
AFTER RECONSIDERATION

Industrial Accident Commission
State of California

Reconsideration having been granted herein and the matter having been carefully considered, including transcripts of the testimony, as well as the record as a whole, this Commission now concludes that further proceedings are not essential for the disposition of the claim and makes its Decision after Reconsideration as follows:

GOOD CAUSE APPEARING THEREFOR,

IT IS ORDERED that Findings and Award filed March 4, 1958 be, and the same is, vacated, annulled and set aside, and that the following Findings and Award be substituted in lieu thereof and made the Decision after Reconsideration of this Commission.

FINDINGS OF FACT

1. John E. Swartout, while employed as an asbestos worker in the County of San Francisco, State of California, on January 10, 1955, by Western Asbestos Company, sustained an injury arising out of and occurring in the course of his employment, consisting of substantial and material exposure to asbestosis. At said time, the employee's wages were maximum.

2. There may have been like exposure in other employments both within and without the State of California.

3. Applicant has elected to proceed against the Western Asbestos Company and its insurance carrier, the State Compensation Insurance Fund, pursuant to Labor Code Section 5500.5.

4. Said injury resulted in temporary total disability beginning on January 11, 1955, continuing to and including June 5, 1956, entitling the employee to temporary total disability indemnity at the rate of $35 a week in the total sum of $2,555.

5. The evidence establishes that said employee failed to give defendants notice of his need for medical treatment to cure or relieve him from the effects of said injury.

6. The employee died on June 6, 1956, and the evidence establishes that said death was proximately caused by the injury herein.

7. The application for adjustment of claim was filed herein within one year from the date of said injury.

8. The evidence fails to establish that defendants or any of them have been prejudiced by lack of notice of the claim asserted herein.

9. Said employee left surviving him his widow, Bergit A. Swartout, the applicant herein.

10. Applicant is entitled to the statutory burial expense of $400.

11. The employee incurred expense in the sum of $35 for

examination and report by Dr. Allan E. Moe required to successfully prove his case.

12. Applicant's counsel, Smith & Parrish, have performed services of the reasonable value of $600.

A W A R D

AWARD IS MADE in favor of Bergit A. Swartout and against the State Compensation Insurance Fund of accrued temporary disability indemnity commencing January 11, 1955, to and including June 5, 1956, at the rate of $35 a week in the total sum of $2,555, payable forthwith.

AWARD IS FURTHER MADE in favor of Bergit A. Swartout and against the State Compensation Insurance Fund of a death benefit in the amount of $7,000, payable at the rate of $35 a week beginning June 6, 1956, less $600 payable to Smith & Parrish as attorneys' fee.

AWARD IS FURTHER MADE in favor of Bergit A. Swartout and against the State Compensation Insurance Fund for burial expense in the amount of $400.

AWARD IS FURTHER MADE in favor of Bergit A. Swartout and against the State Compensation Insurance Fund of the sum of $35 for medical litigation costs, payable to Dr. Allan E. Moe.

IT IS ORDERED that all payments herein shall bear interest as provided by Labor Code Section 5800.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F.A.Lawrence

W.Lee DeMara, Jr., *Deputy Commissioner*

Commissioners

Swartout
169-171
Dec aft Rec

BERGIT A. SWARTOUT v. MUNDET CORK CORP., HARRY A. DUTTON, INC., DUTTON ASBESTOS CO., DUTTON ASBESTOS & SUPPLY CO., WESTERN ASBESTOS CO., BAY CITY ASBESTOS CO., LTD., CORK INSULATION CO., INC., WESTERN FIBER GLASS COMPANY, GENERAL INSULATION & RUBBER CORPORATION, ARMSTRONG CORK CO., JOHNS MANVILLE SALES CORPORATION, C. C. MOORE & CO., J. T. THORPE & SON, INC., M. R. CARPENTER, AETNA INSURANCE COMPANY, STATE COMPENSATION INSURANCE FUND, INDUSTRIAL INDEMNITY EXCHANGE, INDUSTRIAL INDEMNITY COMPANY, LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS INSURANCE COMPANY, STANDARD ACCIDENT INSURANCE COMPANY and PACIFIC EMPLOYERS INSURANCE COMPANY

June 6, 1958 Case No. 169-171

REPORT OF PANEL ONE ON
DECISION AFTER RECONSIDERATION

The record reflects that decedent, while employed as an asbestos worker on January 10, 1955 by Western Asbestos Company sustained an injury arising out of and occurring in the course of his employment, consisting of substantial and material exposure to asbestosis. The record further reflects that there may have been like exposures in other employments both within and without the State of California.

The injury caused total temporary disability from January 11, 1955 through June 5, 1956. Employee's death on June 6, 1956 was proximately caused by the injury herein, entitling applicant to death benefits.

It appears from the evidence that decedent failed to give notice to defendants of his need for medical treatment.

Applicant is entitled to the statutory burial expense and to medico-legal expense of $35, payable to Dr. Moe.

Applicant's attorneys have rendered services herein of the reasonable value of $600.

It is the opinion of the Panel that the claim is not barred by the statute of limitations and that the evidence fails to establish that defendants have been prejudiced by lack of notice of the claim asserted herein.

Decision after Reconsideration should issue accordingly.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F.A.Lawrence

W.Lee DeHara, Jr., *Deputy Commissioner*

Commissioners

RCS

Before the Industrial Accident Commission of the State of California

FEB 16 1959 WLH

BERGIT A. SWARTOUT

Applicant

vs.

MUNDET CORK CORPORATION, et al and AETNA INSURANCE COMPANY, et al

Defendants

Case No. 169-171

Notice of Time and Place of Further Hearing

NOTICE TO ALL PARTIES

You are hereby notified that further hearing will be held in the above-entitled action at

510 Thayer Building
577 - 14th Street
Oakland, California

March 16th, 1959 10:00 A. M.

APPORTIONMENT OF LIABILITY

Dated at:

Oakland, California
February 10th, 1959

INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON:

ALL OFFICIAL PARTIES (37) February 10th, 1959 fc

RCS

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. 169-171

BERGIT A. SWARTOUT,

Applicant

vs.

MUNDET CORK CORP., HARRY A. DUTTON, INC., DUTTON ASBESTOS CO., DUTTON ASBESTOS & SUPPLY CO., WESTERN ASBESTOS CO., BAY CITY ASBESTOS CO., LTD., CORK INSULATION CO., INC., WESTERN FIBER GLASS COMPANY, GENERAL INSULATION & RUBBER CORPORATION, ARMSTRONG CORK CO., JOHNS MANVILLE SALES CORPORATION, C. C. MOORE & CO., J. T. THORPE & SON, INC., M. R. CARPENTER, AETNA INSURANCE COMPANY, STATE COMPENSATION INSURANCE FUND, INDUSTRIAL INDEMNITY EXCHANGE, INDUSTRIAL INDEMNITY COMPANY, LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS INSURANCE COMPANY, STANDARD ACCIDENT INSURANCE COMPANY and PACIFIC EMPLOYERS INSURANCE COMPANY,

Defendants.

PETITION FOR REAPPORTIONMENT OF OCCUPATIONAL DISEASE AWARD AND CONTRIBUTION AMONG PARTIES DEFENDANT

Comes now the WESTERN ASBESTOS COMPANY and STATE COMPENSATION INSURANCE FUND, defendants herein, with their Petition for Reapportionment of Occupational Award and Contribution Among Parties Defendant and in this connection respectfully allege that:

1. On June 10th, 1958 decision after reconsideration was issued by this honorable Commission awarding certain temporary disability indemnity benefits and death benefits against the State Compensation Insurance Fund in favor of Bergit A. Swartout, applicant herein.

2. Said award was based upon a finding of injury of John E. Swartout while employed as an asbestos worker in the County of San Francisco, State of California, on January 10th, 1955 by Western Asbestos Company.

3. Pursuant to said award your petitioners have made

certain payments.

4. In addition this Commission found that there "may have been like exposure in other employments both within and without the State of California" (decision after reconsideration filed June 10th, 1958).

5. This Commission further found that the applicant has "elected to proceed against the Western Asbestos Company and its insurance carrier, the State Compensation Insurance Fund pursuant to Labor Code Section 5500.5" (decision after reconsideration filed June 10th, 1958).

6. The various employers of John E. Swartout during his exposure to asbestosis have heretofore been joined as parties defendant herein and should now be required to contribute their just portion of the liability assessed against your petitioner on account of the industrially caused injury and subsequent death suffered by John E. Swartout.

WHEREFORE, it is respectfully requested that pursuant to the provisions of Labor Code 5500.5 further proceedings be now ordered against the above named defendants for the purpose of determining an apportionment of liability among the parties defendant previously joined or right of contribution at which proceeding all of the above named defendants be ordered to appear and defend.

Copies of this petition have been mailed on the date hereof to the parties listed on next page.

Respectfully submitted,

ALBERT SERRES
Attorney for Defendants

Dated at San Francisco, California
this 26th day of December, 1958.

AS:rl

c - Bergit A. Swartout
3810 Arden Way
Sacramento, California
c - Smith & Farrish
Attorneys at Law
Financial Center Bldg.
Oakland 12, California
c - Mundet Cork Corp.
7101 Tonnelle Ave.
North Bergen, New Jersey
c - Dutton Asbestos & Supply Co.
532 Natoma St.
San Francisco, California
c - Western Asbestos Co.
673 Townsend St.
San Francisco, California
c - Bay City Asbestos Co.
251 - 5th Avenue
Oakland, California
c - Cork Insulation Co., Inc.
730 - 5th Avenue
New York, N.Y.
c - Western Fiber Glass Co.
739 Bryant St.
San Francisco, California
c - General Insulation & Rubber Corp.
1247 Main Street
El Centro, California
c - Armstrong Cork Co.,
Lancaster, Pennsylvania
c - Johns Manville Sales Corp.
22 East 40th Street
New York, N.Y.
c - C. C. Moore & Co.
450 Mission Street
San Francisco, California
c - J. T. Thorpe & Son, Inc.
1351 Ocean Avenue
Emeryville, California
c - H. R. Carpenter
907 Front Street
Sacramento, California
c - Aetna Insurance Company
220 Montgomery Street
San Francisco, California
c - Industrial Indemnity Exchange
155 Sansome Street
San Francisco, California
c - Industrial Indemnity Co.
350 Sansome Street
San Francisco, California
c - Liberty Mutual Insurance Co.
216 Pine Street
San Francisco, California
c - Travelers Insurance Co.
315 Montgomery Street
San Francisco, California
c - Standard Accident Insurance Co.
417 Montgomery Street
San Francisco, California
c - Pacific Employers Insurance Co.
505 Montgomery Street
San Francisco, California
t - Claims Department

AS:rl

JUL 24 1959 WLH

JUL 27 1959 WLH

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. SF 169-171

BERGIT A. SWARTOUT, 1-10-55

Applicant

vs

MUNDET CORK CORPORATION, et al; AETNA INSURANCE COMPANY, et al,

Defendants.

FILED: JULY 21 1959

NOTICE OF CANCELLATION OF HEARING, AND ORDER TAKING OFF CALENDAR

NOTICE IS HEREBY GIVEN to the parties in the above entitled case that the hearing heretofore scheduled therein, has been cancell pursuant to request of defendant State Compensation Insurance Fund, by letter dated JULY 15, 1959, and

GOOD CAUSE APPEARING THEREFOR:

IT IS HEREBY ORDERED That the above entitled matter be and the same hereby is taken off calendar, and all further action on the matters now pending herein suspended, subject to being resetr, after notice, upon request of any of the parties hereto.

COPY

DANIEL C. MURPHY, REFEREE
INDUSTRIAL ACCIDENT COMMISSION

MAILED AT OAKLAND 7-21-59 -KH:

Bergit A. Swartout XX, PO Box 8053 Broadway Station, Sacto. 18
Smith & Parrish, Financial Center Bldg. Oakldn
Pillsbury, Madison & Sutro, 225 Bush st., San Francisco
Aetna Insurance Co., 220 Montgomery St., San Francisco
Industrial Indemnity Exchange 155 Sansome St., SF.
Industrial Indemnity Co., 350 Sansome St., SF
Pacific Indemnity Co., 114 Sansome St., SF
Liberty Mutual Ins. Co. , ~~2~~ 216 Pine St., SF (Mr. Walter Kohn)
Employers Mutual Liab. Ins. Co. of Wisoonsin, 114 Sansome St., SF
Travelers Insurance Co., 315 Montgomery St., SF
Standard Accident Ins. Co., 417 Montgomery ST. SF
Pacific Employers Ins. Co., 505 Montgomery St., SF
Sedgwick, Detert, Moran & Arnold, 100 Bush St., SF
Hanna & Brophy, 100 Bush St., SF and Oakland
State Compensation Insurance Fund, 450 McAllister St., SF
General Accident Fire & Life Assur. Corp., PAcific Mut. Bldg., SF
Henry G. Sanford, Hobart Bldg., SF
Mullen & Filippi, 315 Montgomery St., SF.
Hadsell, Murman & Bishop
Employrs Mutual Liability Insurance Co. of Wisconsin, 114 Sansome St
SI

FORM 297

ORDER TAKING OFF CALENDAR - CLAIM OF 169-171

PARTIES SERVED (CONTINUED)
MAILED AT OAKLAND 7-21-59 - KH.

Mundet Cork Corp., 7107 Tonnelle Ave., North Bergen, N.Y.
HARRY A. DUTTON, INC., 532 Natoma St., SF
H. R. Dutton Co., 532 Natoma St. SF
Dutton Asbestos & Supply Co., 532 Natoma St., SF
Western Asbestos Co., 675 Townsend St., SF
Bay City Asbestos Co., Ltd., 251 5th Ave., Oakland
Cork Insulation Co., Inc. 730 5th Ave., N.Y.
Western Fiber Glass Co., 739 Bryant St., SF
General Insulation & Rubber Corp., 1247 Main St., El Centro, Calif.
Armstrong Cork Co., Lancaster, Penn.
Johns Manville Sales Corp., 22 East 40th St., N.Y.
Johns Manville, Pittsburg, Calif., 22 East 40th St., N.Y.
G.C. Moore & Co., 450 Mission St., SF
J.Y. Thorpe & Son, Inc., 1351 Ocean Ave., Emeryville, Calif.
M.R. Carpenter, 907 Front St., Sacramento, Calif.
Phillip Carey Mfg. Co., c/o General Accident Fire & Life Assur. Corp., Pacific Mutual Bldg., SF

COPY

RM 297
31 12-58 250M

STATE COMPENSATION INSURANCE FUND

EXECUTIVE OFFICES • 450 McALLISTER STREET • SAN FRANCISCO 1

EARL R. HOWARD — GENERAL MANAGER
R. A. YOUNG — ASST. GEN'L. MGR.
H. C MILLER — COMPTROLLER
DONALD GALLAGHER — CHIEF COUNSEL
J. H. LEIMBACH, M.D. — MEDICAL DIRECTOR

LOS ANGELES
CHICO — SACRAMENTO
EUREKA — SAN BERNARDINO
FRESNO — SAN DIEGO
LONG BEACH — SAN JOSE
OAKLAND — STOCKTON
REDDING

JL 359 WL

July 15, 1959

IN REPLY REFER TO

Industrial Accident Commission
577-14th Street, Room 510
Oakland, California

No. 319552
John E. Swartout (Deceased)
d/a 1-10-55 Last Day worked

Re: I.A.C. Claim No. 169-171

Gentlemen:

This matter is now set for hearing on August 3, 1959, 9:00 a.m., at 510 Thayer Building, 577-14th Street, Oakland, California.

In the last few weeks we have received a number of communications from various persons indicating that there is some serious doubt as to whether the information with regard to prior employments as set forth in the letter from the Department of Health, Education and Welfare, Social Security Administration, dated March 29, 1956, is a complete and correct statement of the actual employers of the deceased, John E. Swartout, for the periods indicated therein.

In addition we are informed by Dr. Hinshaw's office that he in all probability will be unavailable for purposes of testifying on August 3, 1959. The appearance of Dr. Hinshaw is necessitated by the refusal of the various party defendants to accept his medical reports in lieu of his oral testimony.

Therefore, for the reasons stated above, it is respectfully requested that the hearing now scheduled for August 3, 1959 be canceled and the matter ordered taken off calendar. This order will enable your defendants to attempt to gain more complete and exact information as to the various employers of the deceased, John E. Swartout, and effect a proper service upon these persons.

Very truly yours,

ALBERT SENNETT
Attorney

AS:fr

c - See next page

COPY

c - Mrs. John E. Swartout
P. O. Box 0053 - Broadway Station
Sacramento 18, California
c - Smith & Parrish
501 Financial Center Bldg.
Oakland 12, California
c - Mundet Cork Corp.
7101 Tonnelle Ave.
North Bergen, N. J.
c - Harry A. Dutton, Inc.
532 Natoma St.
San Francisco 3, California
c - Dutton Asbestos Co.
532 Natoma St.
San Francisco 3, California
c - Dutton Asbestos & Supply Co.
532 Natoma St.
San Francisco 3, California
c - Western Asbestos Co.
675 Townsend St.
San Francisco 3, California
c - Bay City Asbestos Co., Ltd.
251 - 5th Ave.
Oakland, California
c - Cork Insulation Co.
750 - 5th Ave.
New York City, N. Y.
c - Western Fibrous Glass Prod. Co.
739 Bryant St.
San Francisco 7, California
c - General Insulation & Rubber Corp.
1247 Main Street
El Centro, California
c - Armstrong Cork Co.
Lancaster, Pennsylvania
c - Johns Manville Sales Corp.
22 East 40th St.
New York City, N. Y.
c - C. C. Moore & Co.
450 Mission St.
San Francisco 5, California
c - J. T. Thorpe & Son, Inc.
1351 Ocean Ave.
Emeryville, California
c - M. R. Carpenter
907 Front St.
Sacramento, California
c - S. R. Dutton Co.
532 Natoma St.
San Francisco 3, California

COPY

c - Bay Cities Asbestos Co.
251 - 5th Ave.
Oakland, California
c - Western Fiberglass Supply Co.
739 Bryant St.
San Francisco 7, California
c - General Insulation Co.
San Francisco, California
c - The Asbestos & Magnesia Materials Co.
Chicago, Illinois
c - Asbestos Supply Co. of Seattle
Fairbanks, Alaska
c - Phillip Care Mfgr. Co.
Cincinnati, Ohio
c - Tacoma Asbestos Co. of Tacoma
Anchorage, Alaska
c - Jamar-Olsen Co. of Chicago
Terre Haute, Indiana
c - Johns Manville
Trenton, New Jersey
c - Insulation Services of Minn.
Terre Haute, Indiana
c - Hunter Manufacturing Corp. of Bristol, Pa.
Tucson, Arizona
c - Johns Manville
Pittsburg, California
c - Pillsbury, Madison & Sutro
225 Bush St.
San Francisco 4, California
c - Aetna Insurance Co.
220 Montgomery St.
San Francisco 4, California
c - Industrial Indemnity Exchange
155 Sansome St.
San Francisco 4, California
c - Industrial Indemnity Co.
350 Sansome St.
San Francisco 4, California
c - Pacific Indemnity Co.
114 Sansome St.
San Francisco 4, California
c - Liberty Mutual Insurance Co.
216 Pine St.
San Francisco 4, California
c - Employers Mutual Liab. Ins. Co. of Wisconsin
114 Sansome St.
San Francisco 4, California
c - Travelers Ins. Co.
315 Montgomery St.
San Francisco 4, California

COPY

c - Standard Accident Ins. Co.
417 Montgomery St.
San Francisco 4, California
c - Pacific Employers Ins. Co.
505 Montgomery St.
San Francisco 11, California
c - Pacific Employers Ins. Co.
3770 Piedmont Ave.
Oakland, California
c - Sedgwick, Detert, Moran & Arnold
100 Bush St.
San Francisco 4, California
c - Leonard, Hanna & Brophy
100 Bush St.
San Francisco 4, California

c - Claims Department

COPY

RCS

Before the Industrial Accident Commission of the State of California

Case No. SF 169-171

BERGIT A. SWARTOUT

Applicant

vs.

MUNDET CORK CORPORATION, et al and
AETNA INSURANCE COMPANY, et al

Defendants

Notice of Time and Place of Further Hearing

NOTICE TO ALL PARTIES

You are hereby notified that further hearing will be held in the above-entitled action at

510 Thayer Building
577 - 14th Street
Oakland, California

August 3rd, 1959 9:00 A. M. (ALL A.M.)

THE MATTER IS SET FOR HEARING IN RESPONSE TO REQUEST OF STATE COMPENSATION INSURANCE FUND MADE AT HEARING OF MARCH 16th, 1959

Dated at: Oakland, California

INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON:

All official parties (37) June 18th, 1959 fc

STATE COMPENSATION INSURANCE FUND

EXECUTIVE OFFICES • 450 McALLISTER STREET • SAN FRANCISCO 1

EARL R. HOWARD — GENERAL MANAGER
R. A. YOUNG — ASST. GEN'L. MGR.
H. C. MILLER — COMPTROLLER
DONALD GALLAGHER — CHIEF COUNSEL
J. H. LEIMBACH, M.D. — MEDICAL DIRECTOR

LOS ANGELES
CHICO — REDDING
EUREKA — SACRAMENTO
FRESNO — SAN DIEGO
LONG BEACH — SAN JOSE
OAKLAND — STOCKTON

February 24, 1959

IN REPLY REFER TO
319552
John E. Swartout, Dec.

1-10.55

Industrial Accident Commission
577 - 14th Street
Oakland, California

Attention: Olney L. Huff, Referee

Re: Bergit A. Swartout vs. Mundet Cork Corp., and Aetna Casualty & Surety Company, et al
Claim No. SF 169-171

Dear Mr. Huff:

We are now in receipt of your letter of February 17, 1959.

Please be advised that we have this date served the following additional parties with our Petition for Reapportionment, etc., initially forwarded to this Commission on December 26, 1958.

Thank you for your cooperation.

Very truly yours,

ALBERT SENNETT
Attorney

AS:rl

c - See next page

COPY

* c - Mrs. John E. Swartout
3000 Merrywood Drive
Sacramento, California

c - Smith & Parrish
501 Financial Bldg.
Oakland, California

c - Mundet Cork Corp.
7101 Tonnelle Ave.
North Bergen, N. J.

* c - Harry A. Dutton, Inc.
532 Natoma St.
San Francisco, California

c - Dutton Asbestos Co.
532 Natoma St.
San Francisco, California

* c - Dutton Asbestos & Supply Co.
532 Natoma St.
San Francisco, California

c - Western Asbestos Co.
675 Townsend St.
San Francisco, California

* c - Bay City Asbestos Co., Ltd.
251 - 5th Ave.
Oakland, California

c - Cork Insulation Co.
750 - 5th Ave.
N.Y.

c - Western Fibrous Glass Prod. Co.
739 Bryant St.
San Francisco, California

c - General Insulation & Rubber Corp.
1247 Main Street
El Centro, California

c - Armstrong Cork Co.
Lancaster, Pennsylvania

c - Johns Manville Sales Corp.
22 East 40th St.
N. Y.

c - C. C. Moore & Co.
450 Mission St.
San Francisco, California

c - J. T. Thorpe & Son, Inc.
1351 Ocean Ave.
Emeryville, California

c - Mr. R. Carpenter
907 Front St.
Sacramento, California

* c - S. R. Dutton Company
532 Natoma St.
San Francisco, California

c - Bay Cities Asbestos Co.
251 - 5th Ave.
Oakland, California

* c - Western Fiberglass Supply
739 Bryant St.
San Francisco, California

COPY

*c - General Insulation Co.
San Francisco, California
*c - The Asbestos & Magnesia Materials Co.
Chicago, Illinois
* c - Asbestos Supply Co. of Seattle
Fairbanks, Alaska
* c - Phillip Care Mfg. Co.
Cincinnati, Ohio
* c - Tacoma Asbestos Co. of Tacoma
Anchorage, Alaska
* c - Jamar-Olmen Co. of Chicago
Terre Haute, Indiana
* c - Johns Manville
Trenton, New Jersey
* c - Insulation Services of Minn.
Terre Huate, Indiana
* c - Hunter Manufacturing Corp. of Bristol Pa.,
Tuscon, Arizona
* c - Johns Manville
Pittsburg, California
* c - Pillsbury, Madison & Sutro
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San Francisco, California
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San Francisco, California
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San Francisco, California
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San Francisco, California
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216 Pine Street
San Francisco, California
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San Francisco, California
c - Travelers Ins. Co.
315 Montgomery St.
San Francisco, California
c - Standard Accident Ins. Co.
417 Montgomery St.
San Francisco, California
c - Pacific Employers Ins. Co.
505 Montgomery St.
San Francisco, California

COPY

* c - Pacific Employers Ins. Co.
3770 Piedmont Ave.
Oakland, California

* c - Sedgwick, Deter, Moran & Arnold
100 Bush Street
San Francisco, California
Att: T. P. Niedermuller

* c - Leonard, Hanna & Brophy
100 Bush Street
San Francisco, California

* These parties served copy of defendant State Fund's Petition for Reapportionment of Occupational Disease Award and Contribution among Parties Defendant on February 24, 1959.

COPY

* c - Mrs. John E. Swartout
3000 Merrywood Drive
Sacramento, California

c - Smith & Parrish
501 Financial Bldg.
Oakland, California

c - Mundet Cork Corp.
7101 Tonnelle Ave.
North Bergen, N. J.

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Tucson, Arizona

* c - Johns Manville
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c - Industrial Indemnity Co.
350 Sansome St.
San Francisco, California

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114 Sansome St.
San Francisco, California

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216 Pine St.
San Francisco, California

* c - Employers Mutual Liab. Ins. Co. of Wisconsin
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San Francisco, California

c - Travelers Ins. Co.
315 Montgomery St.
San Francisco, California

c - Standard Accident Ins. Co.
417 Montgomery St.
San Francisco, California

c - Pacific Employers Ins. Co.
505 Montgomery St.
San Francisco, California

c - Pacific Employers Ins. Co.
3770 Piedmont Ave.
Oakland, California

* c - Sedgwick, Deter, Moran & Arnold
100 Bush Street
San Francisco, California
Att: T. P. Niedermuller

* c - Leonard, Hanna & Brophy
100 Bush Street
San Francisco, California

* These parties served copy of defendant State Fund's Petition for Reapportionment of Occupational Disease Award and Contribution among Parties Defendant on February 24, 1959.

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

*****

BERGIT A. SWARTOUT, Applicant, vs. MUNDET CORK CORP., HARRY A. DUTTON, INC., DUTTON ASBESTOS CO., DUTTON ASBESTOS & SUPPLY CO., WESTERN ASBESTOS CO., BAY CITY ASBESTOS CO., LTD., CORK INSULATION CO., INC., WESTERN FIBER GLASS COMPANY, GENERAL INSULATION & RUBBER CORPORATION, ARMSTRONG CORK CO., JOHNS MANVILLE SALES CORPORATION, C. C. MOORE & CO., J. T. THORPE & SON, INC., M. R. CARPENTER) AETNA INSURANCE COMPANY, STATE COMPENSATION INSURANCE FUND, INDUSTRIAL INDEMNITY EXCHANGE, INDUSTRIAL INDEMNITY COMPANY, LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS INSURANCE COMPANY, STANDARD ACCIDENT INSURANCE COMPANY, and PACIFIC EMPLOYERS INSURANCE COMPANY, Defendants.	) Claim No. 169-171) MINUTES OF HEARING) SUPPLEMENTAL)))))))))

DEPT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS
FILED
MAR 19 1959
RN

Place and Time; Oakland, California - March 16, 1959 10:00 A.M.

REFEREE: Murphy
REPORTER: Naismith

APPEARANCES: Applicant not present; not represented by counsel.

Western Asbestos Company and State Compensation Insurance Fund represented by Albert Sennett.

Defendant C. C. Moore & Co. represented by Hadsell, Murman & Bishop, Attorneys - Nelson Barry, appearing.

Defendant Industrial Indemnity Company (Bay City Asbestos Co., Ltd.) represented by Hanna & Brophy, Attorneys - Ivan A. Schwab, appearing.

Defendant Industrial Indemnity Exchange (Western Fiber Glass Company) represented by Hanna & Bropy, Attorneys - Ivan A. Schwab, appearing.

Defendant Standard Accident Insurance Company and Travelers Insurance Company (Armstrong Cork Co.) represented by Hanna & Brophy, Attorneys - Ivan A. Schwab, appearing.

Defendant Liberty Mutual Insurance Company (for Armstrong Cork Co.) represented by Walter Kohn, Attorney - Lawrence Weitzer, appearing.

DISPOSITION: Submitted.

12 p
Bk 107

FORM 339
2540 10-55 100M
SFO

Defendant Pacific Employers Insurance Company (for J. T. Thorpe & Son, Inc.) represented by Mullen & Filippi, Attorneys - William Mullen, appearing.

Theodore Neidermuller of Sedgwick, Detert, Moran & Arnold, Specially appearing for Aetna Insurance Company and its assured Mundet Cork Corporation.

EXHIBITS:

Pacific Employers Exhibit A - Wage statement.

Standard Accident " A - Wage statement.

Travelers Insurance " A - Wage statement.

ISSUES: 1. Apportionment of liability.

SERVED
FEA
JUN 10 1958
16 INS. 12
2 INSA 4

BENGIT A. [illegible], ET AL.,

Petitioners,

v.

[illegible] CORP., ROBERT [illegible] CUTTON INC., Dutton Associates Co., DUTTON ASSOCIATES & SUPPLY CO., [illegible] ASSOCIATES CO., [illegible] CITY [illegible] CO., LTD., [illegible] CORPORATION, [illegible] PLASTIC CORP., [illegible] RUBBER CORP., [illegible] CO., [illegible] CORPORATION, [illegible] & CO., [illegible] & SON, INC., [illegible], ALPHA [illegible], [illegible] DUTTON [illegible] POWER, [illegible] & INDEPENDENT [illegible], [illegible] INDEMNITY [illegible], [illegible] INSURANCE [illegible], [illegible] COMPANY, [illegible] COMPANY, [illegible] COMPANY

Defendants.

DEPARTMENT OF INTERNAL REVENUE
DIVISION OF INCOME TAX APPEALS
FILED
JUN 10 1958
Per [illegible]

Reconsideration having been granted herein, and the matter having been carefully considered, including transcript of the testimony, as well as the record as a whole, this Commission now concludes that further proceedings are not essential for the disposition of the claim and makes its Decision after Reconsideration as follows:

GOOD CAUSE APPEARING THEREFOR,

IT IS ORDERED that Findings and Award filed May 4, 1958 be, and the same is, vacated, annulled and set aside, and that the following Findings and Award be substituted in lieu thereof and made the Decision after Reconsideration of this Commission.

FINDINGS OF FACT

1. John B. Swartout, while employed as a diesel worker in the County of San Francisco, State of California, on January 10, 1955, by Western Asbestos Company, sustained injury arising out of and occurring in the course of his employment, consisting of substantial aggravation of pre-existing arteriosclerotic heart disease, the employment being a cause thereof.

2. That during the year preceding his injury decedent had other employments both within and without the State of California.

3. That the average weekly earnings of decedent from the Western Asbestos Company and his other employments, the latter compensation insurance carrier being entitled to credit for payments of $6.5

That as a result of injury herein decedent was totally disabled beginning on January 11, 1955 and continuing including June 5, 1956, whereby he was entitled to disability indemnity at the rate of $35 per week in the sum of $2 555.

5. The evidence fails to show that said employee failed to give defendants notice of his need for medical treatment to cure or relieve him from the effects of his injury.

6. That employee died on June 5, 1956, and the evidence establishes that said death was proximately caused by the injury herein.

7. The application for adjustment of claim was filed herein within one year from the date of said injury.

8. The evidence fails to establish that defendants or any of them have been prejudiced by lack of notice of the claim asserted herein.

9. Said employee left surviving him his widow, Bergit A. Swartout, the applicant herein.

10. Applicant is entitled to the statutory burial expense of $400.

11. The employee incurred expense in the sum of $35 for

examination and report by [illegible] required to ascertain fully provi[illegible] cases.

F A Laurence

Deputy Commissioner

JUN 9 - 1959

BERGIT A. SWARTOUT v. MURDET CORK CORP., HARRY A. DUTTON, INC., DUTTON ASBESTOS CO., DUTTON ASBESTOS & SUPPLY CO., WESTERN ASBESTOS CO., BAY CITY ASBESTOS CO., [illegible]

[illegible]

[illegible] 1958

[illegible]

The record reflects that [illegible] asbestos [illegible] sustained an injury arising out of [illegible] employment, [illegible] asbestosis. The [illegible] and further [illegible] asbestos fiber exposures in other employments [illegible] State of California.

The injury caused [illegible] from January 11, 1955 through June 5, [illegible] 6, 1956 was proximately caused by the injury h[illegible] applicant to death [illegible].

It appears from the evidence [illegible] failed to give notice to defendants of his [illegible] and to notify applicant is entitled to the [illegible] all expense [illegible] payable to Dr. [illegible]

Applicant's attorneys have rendered services herein of the reasonable value of $600

It is the opinion of the Panel that the claim is not barred by the statute of limitations and that the evidence fails to establish that defendants have been prejudiced by lack of notice of the claim asserted herein.

Decision after Reconsideration should issue accordingly.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F A Laurence

Deputy Commissioner

Commissioners

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. SF 169-171

BERGIT A. SWARTOUT,

Applicant

-vs-

MUNDET CORK CORPORATION, et al; AETNA INSURANCE COMPANY, et al,

Defendants.

DIVISION OF INDUSTRIAL ACCIDENTS
FILED
APR 29 1960

ORDER DISMISSING FOR LACK OF PROSECUTION DEFENDANT STATE COMPENSATION INSURANCE FUND'S "PETITION FOR REAPPORTIONMENT OF OCCUPATIONAL DISEASE AWARD AND CONTRIBUTION AMONG PARTIES"

Notice of Intention to Dismiss "Petition for Reapportionment" for Lack of Prosecution havin g been filed and served on APRIL 18, 1960, and no objection thereto having been received within the time set forth in said Notice,

IT IS HEREBY ORDERED That Defendant STATE COMPENSATION INSURANCE FUND'S "PETITION FOR REAPPORTIONMENT" be, and it is hereby, dismissed for lack of prosecution.

Daniel C. Murphy

DANIEL C. MURPHY, REFEREE
INDUSTRIAL ACCIDENT COMMISSION

MAILED AT OAKLAND 4-29-60--KH:

All parties of record, as indicated on Order Taking Off Calendar heretofore served under date of July 21, 1959.

FORM 339
63223 9-57 12511
SPO

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNI

CLAIM NO. SF 169-171

JOHN E. SWARTOUT,

Applicant

-vs-

MUNDET CORK CORPORATION, et al;
AETNA INSURANCE COMPANY, et al
Defendants.

NOTICE OF INTENTION TO DISMISS "PETITION FOR REAPPORTIONMENT" FOR LACK OF PROSECUTION

NOTICE IS HEREBY GIVEN that unless good cause be shown to the contrary in writing within SEVEN (7) DAYS from date of service hereof, Defendant STATE COMPENSATION INSURANCE FUND'S "PETITION FOR REAPPORTIONMENT OF OCCUPATIONAL DISEASE AWARD AND CONTRIBUTION AMONG PARTIES DEFENDANT", filed DECEMBER 29, 1958, will be dismissed for lack of prosecution.

Daniel C. Murphy

DANIEL C. MURPHY, REFEREE
INDUSTRIAL ACCIDENT COMMISSION

MAILED AT OAKLAND 4-18-60---KH:

Hanna & Brophy, Oakland
Bergit A. Swartout
Smith, Parrish, Paduck & Clancy
Pillsbury, Madison & Sutro
Atty. Walter Kohn, Liberty Mutual, SF
Hadsell, Murman & Bishop
Sedgwick, Detert, Moran & Arnold
Mullen & Filippi
State Colmpensation Insurance Fund
Henry G. Sanford
Industrial Indemnity Co. (049440)
Travelers Ins. Co., Oakldnd (B7814289)
Standard Accident Ins. Co., San Bruno (96C728796)

FORM 339

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. SF 169-171

BERGIT A. SWARTOUT,

Applicant

-vs-

MUNDET CORK CORPORATION, et al; AETNA INSURANCE COMPANY, et al.

Defendants.

FILED: JULY 21 1959

NOTICE OF CANCELLATION OF HEARING, AND ORDER TAKING OFF CALENDAR

NOTICE IS HEREBY GIVEN to the parties in the above entitled case that the hearing heretofore scheduled for AUGUST 3, 1959, on "Petition for Reapportionment of Occupational Disease Award and Contribution Among Parties Defendant, filed by WESTERN ASBESTOS COMPANY and STATE COMPENSATION INSURANCE FUND on DECEMBER 29, 1958, has been canclled pursuant to request of defendant State Compensatic Indurance Fund by letter dated JULY 15, 1959, and

GOOD CAUSE APPEARING THEREFOR:

IT IS ORDERED That the above entitled matter be, and it hereby is, taken off calendar, and all further action on the matter now pending herein suspended, subject to being reset, after notice, upon request of any of the parties hereto.

Daniel C. Murphy

DANIEL C. MURPHY, REFEREE
INDUSTRIAL ACCIDENT COMMISSION

MAILED AT OAKLAND 7-21-59 - KH:

Bergit A. Swartout, PO Box 8053, Broadway Station, Sacramento
Smith, Parrish, Paduck & Clancy, Financial Center Bldg., Oakland
Pillsbury, Madison & Sutro, 225 Bush St., San Francisco
Aetna Insurance Co., 220 Montgomery St., San Francisco
Industrial Indemnity Exchange, 155 Sansome St., San Francisco
Industrial Indemnity Co., 350 Sansome St., San Francisco
Pacific Indemnity Co., 114 Sansome St., San Francisco
Liberty Mutual Ins. Co., (Mr. Walter Kohn), 216 Pine St., S.F.
Employers Mutual Liab. Ins. Co. of Wisonsin, 114 Sansome St., SF
Travelers Insurance Co., 315 Montgomery St., SF
Standard Accident Ins. Co., 417 Montgomery St., SF
Pacific Employers Ins. Co., 244 Pine St., SF
Sedgwick, Detert, Moran & Arnold, 100 Bush St., SF
Hanna & Brophy, 100 Bush St., SF and 1540 San Pablo Ave., Oakland
State Compensation Insurance Fund, 450 McAllister St., San Francisc
General Accident Fire & Life Assur. Corp., Pacific Mutual Bldg., SF
Henry G. Sanford, Hobart Bldg., SF
Mullen & Filippi, 315 Montgomery St. SF
Hadsell, Murman & Bishop, 405 Montgomert St., SF

FORM 339

ORDER TAKING OFF CALENDAR - CLAIM SF 169-171

PARTIES SERVED (CONTINUED)
MAILED AT OAKLAND 7-21-59 - KH:

Mundet Cork Corp., 7107 Tonnelle Ave., North Bergen, N.J.
HARRY A. DUTTON, INC., 532 Natoma St., SF
S. R. Dutton Co., 532 Natome St. SF
Dutton Asbestos & Suply Co., 532 Natoma St., SF
Western Asbestos Co., 675 Townsend St., SF
Bay City Asbestos Co., Ltd., 251 5th Ave., Oakland
Cork Insulation Co., Inc. 730 5th Ave., N.Y.
Western Fiber Glass Co., 739 Bryant St., SF
General Insulation & Rubber Corp., 1247 Main St., El Centro, Calif
Armstrong Cork Co., Lancaster, Penn.
Johns Manville Sales Corp., 22 East 40th St., N.Y.
Johns Manville, Pittsburg, Calif., 22 East 40th St., N.Y.
C.C. Moore & Co., 450 Mission St., SF
J.T. Thorpe & Son, Inc., 1351 Ocean Ave., Emeryville, Calif.
M.R. Carpenter, 907 Front St., Sacramento, Calif.
Phillip Care Mfg. Co., C/o General Accident Fire & Life Assur. Corp., Pacific Mutual Bldg., SF

FORM 339

STATE COMPENSATION INSURANCE FUND

EXECUTIVE OFFICES • 450 McALLISTER STREET • SAN FRANCISCO 1

EARL R. HOWARD — GENERAL MANAGER
R. A. YOUNG — ASST. GEN'L. MGR.
H. C. MILLER — COMPTROLLER
DONALD GALLAGHER — CHIEF COUNSEL
J. H. LEIMBACH, M.D. — MEDICAL DIRECTOR

OTOC dem July 20 1959

LOS ANGELES
CHICO — SACRAMENTO
EUREKA — SAN BERNARDINO
FRESNO — SAN DIEGO
LONG BEACH — SAN JOSE
OAKLAND — STOCKTON
REDDING

July 15, 1959

IN REPLY REFER TO

Industrial Accident Commission
577-14th Street, Room 510
Oakland, California

No. 319552
John E. Swartout (Deceased)

Re: I.A.C. Claim No. 169-171

Gentlemen:

This matter is now set for hearing on August 3, 1959, 9:00 a.m., at 510 Thayer Building, 577-14th Street, Oakland, California.

In the last few weeks we have received a number of communications from various persons indicating that there is some serious doubt as to whether the information with regard to prior employments as set forth in the letter from the Department of Health, Education and Welfare, Social Security Administration, dated March 29, 1956, is a complete and correct statement of the actual employers of the deceased, John E. Swartout, for the periods indicated therein.

In addition we are informed by Dr. Hinshaw's office that he in all probability will be unavailable for purposes of testifying on August 3, 1959. The appearance of Dr. Hinshaw is necessitated by the refusal of the various party defendants to accept his medical reports in lieu of his oral testimony.

Therefore, for the reasons stated above, it is respectfully requested that the hearing now scheduled for August 3, 1959 be canceled and the matter ordered taken off calendar. This order will enable your defendants to attempt to gain more complete and exact information as to the various employers of the deceased, John E. Swartout, and effect a proper service upon these persons.

Very truly yours,

Albert Sennett

ALBERT SENNETT
Attorney

AS:fr

c - See next page

c - Mrs. John E. Swartout
P. O. Box 8053 - Broadway Station
Sacramento 18, California

c - Smith & Parrish
501 Financial Center Bldg.
Oakland 12, California

c - Mundet Cork Corp.
7101 Tonnelle Ave.
North Bergen, N. J.

c - Harry A. Dutton, Inc.
532 Natoma St.
San Francisco 3, California

c - Dutton Asbestos Co.
532 Natoma St.
San Francisco 3, California

c - Dutton Asbestos & Supply Co.
532 Natoma St.
San Francisco 3, California

c - Western Asbestos Co.
675 Townsend St.
San Francisco 3, California

c - Bay City Asbestos Co., Ltd.
251 - 5th Ave.
Oakland, California

c - Cork Insulation Co.
750 - 5th Ave.
New York City, N. Y.

c - Western Fibrous Glass Prod. Co.
739 Bryant St.
San Francisco 7, California

c - General Insulation & Rubber Corp.
1247 Main Street
El Centro, California

c - Armstrong Cork Co.
Lancaster, Pennsylvania

c - Johns Manville Sales Corp.
22 East 40th St.
New York City, N. Y.

c - C. C. Moore & Co.
450 Mission St.
San Francisco 5, California

c - J. T. Thorpe & Son, Inc.
1351 Ocean Ave.
Emeryville, California

c - M. R. Carpenter
907 Front St.
Sacramento, California

c - S. R. Dutton Co.
532 Natoma St.
San Francisco 3, California

c - Bay Cities Asbestos Co.
251 - 5th Ave.
Oakland, California

c - Western Fiberglass Supply Co.
739 Bryant St.
San Francisco 7, California

c - General Insulation Co.
San Francisco, California

c - The Asbestos & Magnesia Materials Co.
Chicago, Illinois

c - Asbestos Supply Co. of Seattle
Fairbanks, Alaska

c - Phillip Care Mfg. Co.
Cincinnati, Ohio

c - Tacoma Asbestos Co. of Tacoma
Anchorage, Alaska

c - Jamar-Olmen Co. of Chicago
Terre Haute, Indiana

c - Johns Manville
Trenton, New Jersey

c - Insulation Services of Minn.
Terre Haute, Indiana

c - Hunter Manufacturing Corp. of Bristol Pa.
Tucson, Arizona

c - Johns Manville
Pittsburg, California

c - Pillsbury, Madison & Sutro
225 Bush St.
San Francisco 4, California

c - Aetna Insurance Co.
220 Montgomery St.
San Francisco 4, California

c - Industrial Indemnity Exchange
155 Sansome St.
San Francisco 4, California

c - Industrial Indemnity Co.
350 Sansome St.
San Francisco 4, California

c - Pacific Indemnity Co.
114 Sansome St.
San Francisco 4, California

c - Liberty Mutual Insurance Co.
216 Pine St.
San Francisco 4, California

c - Employers Mutual Liab. Ins. Co. of Wisconsin
114 Sansome St.
San Francisco 4, California

c - Travelers Ins. Co.
315 Montgomery St.
San Francisco 4, California

c - Standard Accident Ins. Co.
417 Montgomery St.
San Francisco 4, California
c - Pacific Employers Ins. Co.
505 Montgomery St.
San Francisco 11, California
c - Pacific Employers Ins. Co.
3770 Piedmont Ave.
Oakland, California
c - Sedgwick, Deter, Moran & Arnold
100 Bush St.
San Francisco 4, California
c - Leonard, Hanna & Brophy
100 Bush St.
San Francisco 4, California

c - Claims Department

MORE
YORK
ARKSBURG
ULSA
T. LOUIS
CHICAGO
LOS ANGELES
ATLANTA
PITTSBURGH
SAN FRANCISCO
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ALEXANDER & ALEXANDER
INCORPORATED
INSURANCE
AVERAGE ADJUSTERS CONSULTING ACTUARIES
2225 NORTH CHARLES STREET, BALTIMORE 18, MD.

TELEPHONE
TUXEDO 9-4304
BELL SYSTEM
TELETYPE BA 582
CABLE ADDRESS
"ALEXBLUE"

Settled

July 27, 1960

Mr. William L. Hughes, Manager
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Travelers Policy No. RUB 4490459

Dear Sir:

Please note disposition made of the following claim:

Date of Accident: January 6, 1955

Claimant: John E. Swartout

Location: Various cities in California

Claim No. : B-7814289

Disposition: $46.50 - Expense

Remarks:

Very truly yours,

ALEXANDER & ALEXANDER, INC.

G. H. Finlay

LOSS DEPARTMENT

Indicate Whether:

Workmen's Comp. X
Auto Liability B.I. _____
P.D. _____
General Liability B.I. _____
P.D. _____

sjm

RCS

STANDARD ACCIDENT INSURANCE COMPANY
DETROIT

V. L. P. SHRIVER AGENCY, General Agent
1801 UNION BANK BLDG.
PITTSBURGH 22, PENNSYLVANIA
Phone Grant 1-7800

May 24, 1960

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Dick:

Re:- Claim No. 96-C-728796
John E. Swartout vs
Armstrong Cork Company

We are in receipt of advices from the Standard Accident Insurance Company that they have closed their file on the above claim. The only expense incurred by them was some legal costs.

As you probably know, on March 4, 1958 the California Industrial Accident Commission awarded Bergit A. Swartout against the State Compensation Insurance Fund a total sum of $2,555.00 for the period January 11, 1955 to June 5, 1956. Further award was made to her against the Fund of $7,000.00, commencing June 6, 1956. Additional awards were made for burial expense in the sum of $400.00 and $35.00 medical costs to Dr. Allen E. Moe.

With kindest personal regards, we are

Very truly yours,

V. L. P. SHRIVER AGENCY

Dave

D. B. Edgar

May 27, 1960

Mr. D. B. Edgar
V.L.P. Shriver Agency
1801 Union Bank Building
Pittsburgh 22, Pa.

Dear Dave:

Subject: John E. Swartout

We appreciate and thank you for your May 24 letter concerning the disposition of the Swartout claim.

Glad Standard Accident only incurred some legal expense.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

JEZ

RCS

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. S.F. 169-171

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS
FILED
APR 29 1960

BERGIT A. SWARTOUT,

Applicant

-vs-

MUNDET CORK CORPORATION, et al;
AETNA INSURANCE COMPANY, et al;

Defendants.

ORDER DISMISSING FOR LACK OF PROSECUTION DEFENDANT STATE COMPENSATION INSURANCE FUND'S "PETITION FOR REAPPORTIONMENT OF OCCUPATIONAL DISEASE AWARD AND CONTRIBUTION AMONG PARTIES"

Notice of Intention to Dismiss "Petition for Reapportionment" for Lack of Prosecution having been filed and served APRIL 18, 1960, and no objection thereto having been received within the time set forth in said Notice,

IT IS HEREBY ORDERED That Defendant STATE COMPENSATION INSURANCE FUND'S "PETITION FOR REAPPORTIONMENT" be, and it is hereby, dismissed for lack of prosecution.

5/3/60 WSH

DANIEL C. MURPHY, REFEREE
INDUSTRIAL ACCIDENT COMMISSION

MAILED AT OAKLAND 4-29-60---KH:

All parties of record

COPY

FORM 297
2975 6-59 125M
SPO

RCS

BALTIMORE
NEW YORK
CLARKSBURG
TULSA
ST. LOUIS
CHICAGO
LOS ANGELES
ATLANTA
PITTSBURGH
SAN FRANCISCO
NEW ORLEANS
MIAMI
PHILADELPHIA

ALEXANDER & ALEXANDER
INCORPORATED
INSURANCE
AVERAGE ADJUSTERS CONSULTING ACTUARIES
2225 NORTH CHARLES STREET, BALTIMORE 18, MD.

TELEPHONE
TUXEDO 9-4304
BELL SYSTEM
TELETYPE BA 582
CABLE ADDRESS
"ALEXBLUE"

April 21st, 1960

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Mr. Schiedt:

Claim B 7814289
J. E. Swartout
Workmen's Compensation
California

We have your letter of April 19th in which you advise that Petitions for Dismissal were filed by the Pacific Employers Insurance Company and the Mountain State Mutual Casualty Company, and inquiring if the Travelers will file a similar Petition.

We have written to their Oakland, California Office today and just as soon as we have their reply, the information will be forwarded to you.

Sincerely

ALEXANDER & ALEXANDER, INC.

G H Finley

GENERAL ADJUSTER

R

RLS

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE
STATE OF CALIFORNIA
CLAIM NO. SF 169-171

BERGIT A. SWARTOUT,

Applicant,

vs.

ARMSTRONG CORK COMPANY, EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN,

Defendants.

APR 22 1960 WLH

PETITION FOR DISMISSAL

Comes now EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN, a defendant herein and petitions for a dismissal with prejudice for want of prosecution.

On or about June 10, 1959, the Commission issued its Decision After Reconsideration in favor of the applicant against Western Asbestos Company and its carrier, State Compensation Insurance Fund. State Compensation Insurance Fund has filed a Petition for Re-apportionment but no prosecution has been had of the claim since the matter was ordered off calendar on July 21, 1959.

Your petitioner, since July 21, 1959, has been required to maintain legal files and legal reserves, and is still required to maintain such legal files and legal reserves at considerable cost and expense and without apparent cause or reason.

Your petitioner alleges that the defendants Western Asbestos Company and State Compensation Insurance Fund have not shown due diligence in proceeding with their claim.

WHEREFORE, it is respectfully prayed that this matter be dismissed with prejudice for want of prosecution and lack of insurance coverage by this carrier for the defendant Armstrong Cork Company.

Respectfully submitted this___day of April, 1960.

J. Patrick Goodwin
Atty. for Petitioner

22-38 1-54

PARTIES SERVED:

Bergit A. Swartout, P.O. Box 8053, Broadway Station, Sacramento
Smith, Parrish, Paduck & Clancy, Financial Center Bldg., Oakland
Pillsbury, Madison & Sutro, 225 Bush St., San Francisco
Aetna Insurance Co., 220 Montgomery St., San Francisco
Industrial Indemnity Exchange, 155 Sansome St., San Francisco
Industrial Indemnity Co., 350 Sansome St., San Francisco
Pacific Indemnity Co., 114 Sansome St., San Francisco
Liberty Mutual Ins. Co., (Mr. Walter Kohn), 216 Pine St., S.F.
Travelers Insurance Co., 315 Montgomery St., San Francisco
Standard Accident Ins. Co., 417 Montgomery St., San Francisco
Pacific Employers Ins. Co., 244 Pine St., San Francisco
Sedgwick, Detert, Moran & Arnold, 100 Bush St., San Francisco
Hanna & Brophy, 100 Bush St., SF & 1540 San Pablo, Oakland
State Compensation Insurance Fund, 450 McAllister St., S.F.
General Accident Fire & Life Assur. Corp., Pac. Mutual Bldg., S.F.
Henry G. Sanford, Hobart Bldg., San Francisco
Hadsell, Murman & Bishop, 405 Montgomery St., San Francisco
Mundet Cork Corp., 7107 Tonnelle Ave., North Bergen, N.Y.
Harry A. Dutton, Inc., 532 Natoma St., San Francisco
H. R. Dutton Co., 532 Natoma St., San Francisco
Dutton Asbestos & Supply Co., 532 Natoma St., San Francisco
Western Asbestos Co., 675 Townsend St., San Francisco
Bay City Asbestos Co., Ltd., 251 5th Ave., Oakland
Cork Insulation Co., Inc., 730 5th Ave., N.Y.
Western Fiber Glass Co., 739 Bryant St., San Francisco
General Insulation & Rubber Corp., 1247 Main St., El Centro, Calif
Armstrong Cork Co., Lancaster, Penn.
Johns Manville Sales Corp., 22 East 40th St., N.Y.
Johns Manville, Pittsburg, Calif., 22 East 40th St., N.Y.
H. C. Moore & Co., 450 Mission St., San Francisco
J. T. Thorpe & Son, Inc., 1351 Ocean Ave., Emeryville, Calif.
L. R. Carpenter, 907 Front St., Sacramento, Calif.
Phillip Care Mfg. Co., C/O General Accident Fire & Life Assurance
Corp., Pacific Mutual Bldg., San Francisco

VERIFICATION

J. PATRICK GOODWIN declares under penalty of perjury:

That he is an attorney for the petitioner herein and that he is more familiar with the facts alleged in the foregoing petition than are any of the officers of the petition and for that reason he makes this verification on behalf of said petitioner; that he has read the foregoing petition and the same is true of his own knowledge and belief except as to those matters alleged on information or belief and as to those matters he believes them to be true.

Dated this _____day of April, 1960, in San Francisco, California.

_____

T 5-13-60

April 19, 1960

Mr. Christopher Hoff
Alexander & Alexander, Inc.
2225 N. Charles Street
Baltimore 18, Md.

Dear Chris:

Subject: Claim #B-7814289
J. E. Swartout
Workmen's Compensation - Calif.

We enclose a Photostat of a Petition for Dismissal filed April 5 by the attorneys for the Pacific Employers Insurance Company in the claim of Bergit A. Swartout.

Today we got a copy of a similar petition filed by the Mountain State Mutual Casualty Company for the same reason. The typing is too faint to duplicate, but Travelers received a copy.

We are wondering if Travelers will file a similar Petition for Dismissal. Travelers included a $2,000 reserve in the last three retrospective ratings, and Travelers coverage only involved 84 hours of work in California by the late Mr. Swartout.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

JEZ

Enclosure

RCS

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. SF 169-171

BERGIT A. SWARTOUT,

Applicant,

vs.

MUNDET CORK CORPORATION, et al.;
AETNA INSURANCE COMPANY, et al.,

Defendants.

PETITION FOR DISMISSAL FOR LACK OF PROSECUTION

COMES NOW the defendant C. C. MOORE & COMPANY, and its carrier, MOUNTAIN STATES MUTUAL CASUALTY COMPANY and submits this Petition for Dismissal for Lack of Prosecution and in support thereof allege and aver as follows:

That on June 10, 1958 your Commission issued its decision after reconsideration awarding certain temporary disability indemnity benefits and death benefits against the defendant Western Asbestos Company and its insurance carrier State Compensation Insurance Fund in favor of Bergit A. Swartout, the applicant herein.

That said decision was based on applicant's election to proceed against the defendant Western Asbestos Company and its insurance carrier, the State Compensation Insurance Fund, under the provisions of Labor Code Section 5500.5.

On December 26, 1958 the Western Asbestos Company and State Compensation Insurance Fund filed a petition for reapportionment of occupational disease award and contribution among carrier defendant. A hearing on this petition was set for March

16, 1959, in Oakland, California. When the matter for hearing at the request of counsel for Western Company and State Compensation Insurance Fund t reset for a full morning on August 3, 1959.

On July 15, 1959, counsel for Western Asb and State Compensation Insurance Fund requested of the hearing of August 3, 1959, and that an or matter off calendar be issued. In response to th your Commission, on July 21, 1959, issued a noti ion of hearing and an order taking off calendar.

That counsel for your petitioner is infor and on the basis of such information and belief this petitioner has a meritorious defense becau ment by the employer was outside the State of C contract of hire not made in California. Infor submitted to counsel for the State Fund as follo

1. Mr. Swartout was employed by C. C. M January 9, 1950 and his work was completed on Jan Mr. Swartout was employed as an asbestos worker through the Asbestos Workers Union in El Paso,

2. Mr. Swartout worked three full weeks week, during the above period. His rate of pay hour. In addition, Mr. Swartout was paid eight time to the job and eight hours travelling time Paso. Mr. Swartout's pay was $90.00 a week for three weeks, plus sixteen hours travel time, in $36.00, or a total of $306.00.

This petitioner and his insurance carrie by this conduct in that they are being unnecess

to carry reserves in the case in spite of the want of prosecution and in spite of a valid and meritorious defense to the claim.

WHEREFORE, it is respectfully requested that your Commission issue its order dismissing the petition for reapportionment of occupational disease award and contribution among parties defendant with prejudice.

Dated - April 13, 1960.

Respectfully submitted

[redacted]

MAILED AT SAN FRANCISCO 4/13/60:

Bergit A. Wartoft, PO Box 8051, Broadway Station, Sacramento
Smith, Parrish, Tadlock & Clancy, 1 Financial Center Bldg., Oakland
Pillsbury, Madison & Sutro, 225 Bush St., San Francisco
Aetna Insurance Co., 220 Montgomery St., San Francisco
Industrial Indemnity Exchange, 155 Sansome St., San Francisco
Industrial Indemnity Co., 390 Sansome St., San Francisco
Pacific Indemnity Co., 114 Sansome St., San Francisco
Liberty Mutual Insurance Co. (Mr. Walter Kohn), 216 Pine St., S. F.
Employers Mutual Liab. Ins. Co. of Wisconsin, 114 Sansome St., S. F.
Travelers Insurance Co., 315 Montgomery St., S. F.
Standard Accident Ins. Co., 417 Montgomery St., S. F.
Pacific Employers Ins. Co., 244 Pine St., SF
Sedgwick, Detert, Moran & Arnold, 100 Bush St., SF
Hanna & Brophy, 100 Bush St., SF and 1940 San Pablo Ave., Oakland
State Compensation Insurance Fund, 450 McAllister St., San Francisco
General Accident Fire & Life assur. Corp., Pacific Mutual Bldg., SF
Henry O. Lanford, Robert Sproul, SF
Mullen & Filipel, 315 Montgomery St., SF
Manget Cork Corp., 7107 Tennelle Ave., North Bergen, N.J.
Harry A. Hutton, Inc., 532 Natoma St., S. F.
H. A. Hutton Co., 532 Natoma St., SF
Hutton Asbestos & Supply Co., 532 Natoma St., SF
Western Asbestos Co., 675 Townsend St., SF
Bay City Asbestos Co., Inc., 251 5th Ave., Oakland
Cork Insulation Co., Inc., 730 5th Ave., N.Y.
Western Fiber Glass Co., 719 Bryant St., SF
General Insulation & Rubber Corp., 1047 Main St., El Centro, Calif.
Armstrong Cork Co., Lancaster, Penn.
Johns Manville Sales Corp., 22 East 40th St., N.Y.
Johns Manville, Pittsburg, Calif., 22 East 40th St., N.Y.
C. C. Moore & Co., 450 Mission St., SF
J. F. Thorpe & Co., Inc., 1351 Ocean Avenue, Emeryville, Calif.
H. J. Carpenter, 827 Front St., Sacramento, Cal.
Phillip Carey Mfg. Co., c/o General Accident Fire & Life Assur. Corp., Pacific Mutual Bldg., S. F.

6/10/8 Award against last emp. W. Asbestos

1/1/6/8 W Asbestos + State Fund — filed Apportionment Petition

3-16-59 hearing upon Apportionment of Liability

7/N/9 WA + SF req cancellation of apor hearing + that the mtn be taken off-calendar

8-3-59 State Fund at 3-16-59 hearing requested the hearing ← the hearing was cancelled by State Fund and SF requested taken off calendar

11/20/9 PE asked WA & SF to have hearing on dismiss pet

Inv. PE is pet Comm for same thing

1-6-55

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. SF 169-171

BERGIT A. SWARTOUT,

Applicant,

-vs-

MUNDET CORK CORPORATION, et al; AETNA INSURANCE COMPANY, et al.

Defendants.

PETITION FOR DISMISSAL FOR LACK OF PROSECUTION

COMES NOW, defendant Pacific Employers Insurance Company, with this its Petition For Dismissal For Lack of Prosecution in the above entitled matter and in this connection shows:

That on June 10, 1958, your Commission issued its Decision After Reconsideration, awarding certain temporary disability indemnity benefits and death benefits against the defendants, Western Asbestos Company and its insurance carrier, State Compensation Insurance Fund, in favor of Bergit Swartout, the applicant herein.

That said decision was based on applicant's election to proceed against the defendant, Western Asbestos Company and its insurance carrier, the State Compensation Insurance Fund, under the provisions of Labor Code Section 5500.5.

On December 26, 1958, the Western Asbestos Company and State Compensation Insurance Fund filed a "Petition For Re-apportionment Of Occupational Disease Award And Contribution Among Parties Defendant". A hearing on this Petition was set for March 16, 1959, on Oakland, California. When the matter was called for hearing at the request of counsel for Western Asbestos and State Compensation Insurance Fund, the matter was re-set for a full morning on August 3, 1959.

On July 15, 1959, counsel for Western Asbestos Company and State Compensation Insurance Fund requested a cancellation of the hearing of August 3, 1959, and that Order taking the matter off-calendar be issued. In response to this request, your Commission, on July 21, 1959, issued a Notice of Cancellation Of Hearing, And Order Taking Off-Calendar.

Although defendants Western Asbestos Company and State Compensation Insurance Fund were requested, on November 20, 1959, to dismiss the Petition For Apportionment or have the matter set down for hearing, nothing has been done to bring the matter to a final decision.

Your petitioner is prejudiced by this conduct in that it is being unnecessarily obliged to carry reserves on the case, in spite of the want of prosecution, even though it feels that it has a meritorius defense to the claim.

WHEREFORE, it is respectfully requested that your Commission issue its Order dismissing the Petition For Reapportionment Of Occupational Disease Award And Contribution Among Parties Defendant, with prejudice.

Respectfully submitted,

MULLEN & FILIPPI,
Attorneys for
PACIFIC EMPLOYERS INSURANCE COMPANY

BY /s/JOHN J. O'BRIEN
JOHN J. O'BRIEN

Dated at San Francisco, California,
this 5th day of April, 1960.

PARTIES SERVED:

Bergit A. Swartout, P.O. Box 8053, Broadway Station, Sacramento
Smith, Parrish, Paduck & Clancy, Financial Center Bldg., Oakland
Pillsbury, Madison, & Sutro, 225 Bush St., San Francisco
Aetna Insurance Co., 220 Montgomery St., San Francisco
Industrial Indemnity Exchange, 155 Sansome St., San Francisco
Industrial Indemnity Co., 350 Sansome St., San Francisco
Pacific Indemnity Co., 114 Sansome St., San Francisco
Liberty Mutual Ins. Co., (Mr. Walter Kohn), 216 Pine St., S.F.
Employers Mutual Liab. Ins. Co. of Wisconsin, 114 Sansome St., S.F
Travelers Insurance Co., 315 Montgomery St., San Francisco
Standard Accident Ins. Co., 417 Montgomery St., San Francisco
Pacific Employers Ins. Co., 244 Pine St., San Francisco
Sedgwick, Detert, Moran & Arnold, 100 Bush St., San Francisco
Hanna & Brophy, 100 Bush St., SF & 1540 San Pablo Ave., Oakland
State Compensation Insurance Fund, 450 McAllister St., S. F.
General Accident Fire & Life Assur. Corp., Pac. Mutual Bldg., SF
Henry G. Sanford, Hobart Bldg., San Francisco
Hadsell, Murman & Bishop, 405 Montgomery St., San Francisco
Mundet Cork Corp., 7107 Tonnelle Ave., North Bergen, N. Y.
Harry A. Dutton, Inc., 532 Natoma St., San Francisco
S. R. Dutton Co., 532 Natoma St., San Francisco
Dutton Asbestos & Supply Co., 532 Natoma St., San Francisco
Western Asbestos Co., 675 Townsend St., San Francisco
Bay City Asbestos Co., Ltd., 251 5th Ave., Oakland
Cork Insulation Co., Inc., 730 5th Ave., N. Y.
Western Fiber Glass Co., 739 Bryant St., San Francisco
General Insulation & Rubber Corp., 1247 Main St., El Centro, Calif
Armstrong Cork Co., Lancaster, Penn.
Johns Manville Sales Corp., 22 East 40th St., N. Y.
Johns Manville, Pittsburg, Calif., 22 East 40th St., N. Y.
C. C. Moore & Co., 450 Mission St., San Francisco
J. T. Thorpe & Son, Inc., 1351 Ocean Ave., Emeryville, Calif.
M. R. Carpenter, 907 Front St., Sacramento, Calif.
Phillip Care Mfg. Co., C/O General Accident Fire & Life Assurance Corp., Pacific Mutual Bldg., San Francisco

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CHICAGO
LOS ANGELES
ATLANTA
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ALEXANDER & ALEXANDER

INCORPORATED

INSURANCE

AVERAGE ADJUSTERS CONSULTING ACTUARIES

2225 NORTH CHARLES STREET, BALTIMORE 18, MD.

TELEPHONE
TUXEDO 9-4304

BELL SYSTEM
TELETYPE BA 582

CABLE ADDRESS
"ALEXBLUE"

August 20th, 1959

AUG 21 1959 WH

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Mr. Schiedt:

B 7814289
re: J. E. Swartout
D/A January 6, 1955

We are advised by the Oakland, California Office of the Travelers Insurance Company that this case is still pending before the Industrial Accident Commission. They state that they hope to be successful in their defense of the case, but as in all these asbestosis cases, they never are sure of that. Consequently, they are carrying reserves of $2,000 fatal, $80. funeral expense and $250.00 other expense.

The Travelers further state that the litigation appears to be nearing its end and that they trust to have a favorable award within the next several months.

The above is for your information and file.

Sincerely

ALEXANDER & ALEXANDER, INC.

GENERAL ADJUSTER

R

INTER/OFFICE COMMUNICATION

Armstrong CONTRACTING AND SUPPLY CORPORATION

To J. S. Taylor, San Francisco

August 6, 1959

From J. E. Zeller, Lancaster

Subject Disability and Death Claim
John E. Swartout

AIR MAIL

As requested in your July 30 memo, we have turned over all papers attached thereto concerning the death claim for John E. Swartout to R. C. Schiedt of the parent company's Insurance Department. Bear in mind that the only information which they can furnish from Lancaster is the dates of employment, contract numbers on which the employee worked and earnings. Any other information including a witness required by Hanna and Brophy will have to be supplied by your office.

DB

R. C. Schiedt, Insurance Department, Armstrong Cork Company, Lancaster, Pa.

NOTE TO R. C. SCHIEDT:

We attach Taylor's memo of July 30 and the attachments thereto for your reference.

FORM 33377 12-57

RCS

INTER/OFFICE COMMUNICATION

Armstrong CONTRACTING AND SUPPLY CORPORATION

July 30, 1959

wrote 8/5/59

To J. E. Zeller, Lancaster

From J. S. Taylor, San Francisco

Subject Disability and Death Claim
John E. Swartout
Armstrong Cork Company

I am enclosing correspondence from Hanna & Brophy dated March 24, 1959, my reply of April 3, 1959 and request from Hanna & Brophy for a witness dated June 23, 1959.

I have informed Mr. Schwab of Hanna & Brophy that this matter should be handled by his office direct with the Armstrong Cork Company rather than through our District Office. He did tell me this morning that the case has gone off calendar as far as the August 3rd date is concerned.

Will you please turn these papers over to the proper individual in the Armstrong Cork Company for further follow up.

DJM

WILLY LIKE THIS LOOKS YOUR DEPT.

8/3

FORM 33377 12-57

LAW OFFICES OF
HANNA & BROPHY
1540 SAN PABLO AVENUE
OAKLAND 12, CALIFORNIA
TEMPLEBAR 2-5569

WARREN L. HANNA
DONALD R. BROPHY
WALTER JAKOBSEN
IVAN A. SCHWAB
ROBERT N. MAC LEAN
JOHN A. MAC DONALD
EDWARD P. MC ALEER
HERBERT C. JENSEN
EDWARD W. KORAB

J. M. MC ELRATH
THOMAS B. RICHARDSON
DONALD V. MITCHELL
GEORGE W. BONNEY

SAN FRANCISCO OFFICE
100 BUSH STREET
SAN FRANCISCO 4

FRESNO OFFICE
SECURITY BANK BLDG.
FRESNO 21, CALIF.

SACRAMENTO OFFICE
926 J STREET
SACRAMENTO 14, CALIF.

SAN JOSE OFFICE
2000 HEDDING STREET
SAN JOSE 28, CALIF.

June 23, 1959

Armstrong Contracting & Supply Corp.
304 Shaw Road
South San Francisco, California

Attention: John S. Taylor
District Manager

Re: Bergit A. Swartout
(widow of John E. Swartout)
vs. Mundet Cork Corp., et al
I.A.C. No. 169-171

Gentlemen:

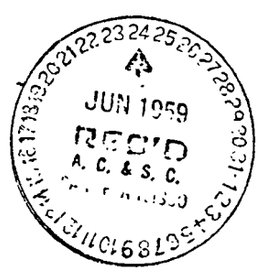
This will confirm my telephone conversation with you, in which I advised that we would like to have a witness present at the further hearing that has been set in this case, to testify with regard to the type of materials used on your jobs where the decedent was employed, as set forth in your letter of April 3, 1959. The hearing is set for all morning, beginning at 9:00 A. M., on August 3, 1959, at 510 Thayer Building, 577 - 14th Street, Oakland. I would like to have the witness present about 10:00 A. M., as I would like to see how the hearing is going before putting our witness on.

I would appreciate definite advice from you as soon as possible as to whether you will be the witness or whether some other individual will be present.

Very truly yours,

Ivan A. Schwab

IAS:ER
c.c. Travelers Ins. Co.
Oakland (B-7814289)
c.c. Standard Accident Ins. Co.
840 West San Bruno Ave.
San Bruno, Calif. (96 C 728796)



Armstrong
CONTRACTING AND SUPPLY
CORPORATION *Subsidiary of Armstrong Cork Company*

SOUTH SAN FRANCISCO, CALIFORNIA
301 SHAW ROAD

April 3, 1959

Mr. Ivan A. Schwab
Hanna & Brophy
1540 San Pablo Avenue
Oakland 12, California

Subject: Bergit A. Swartout
(Widow of John E. Swartout)
vs. Mundet Cork Corp., et al
I.A.C. No. 169-171

Dear Mr. Schwab:

Please refer to your letter dated March 24, 1959 on the above subject.

There is no affirmative evidence that can be produced at this time to establish that there was no exposure to asbestos during or any part of the employment of Mr. John E. Swartout by the Armstrong Cork Company. Our contract records on the jobs in question have been destroyed in keeping with our normal retention schedule.

On each of the jobs referred to in your letter, with the exception of No. 1, Carnation Company, Stockton a Magnesia product which contained 15% or less Asbestos long fibers was used. On the Carnation milk job, cork covering containing no asbestos fiber was used. The additional fact that on the Pacific Gas & Electric Company job, the Alaska work, and the Bethlehem Pacific Shipyard work a goodly portion of the materials used contained no asbestos fiber. Such materials as cork covering, and mineral wool products were also employed.

With respect to his employment in Alaska, no written contract was involved in the hiring. He was hired through Local No. 97 of the International Association of Heat and Frost Insulators and Asbestos Workers of Anchorage, Alaska, on an open call for men. The type of work involved applying insulation on a government housing project at Fort Richardson near Anchorage, Alaska. Materials installed consisted of Fiberglas, and Wool Felt pipe covering for the Heating and Plumbing systems. A small quantity

of 85% Magnesia block was used for the hot water storage tank.

We hope the above information will be of service to you. Please let us know if there is any further assistance we can give.

Very truly yours,

ARMSTRONG CONTRACTING & SUPPLY CORP.

John S. Taylor
District Manager

DJM

cc: Travelers Insurance Company, Oakland
Standard Accident Insurance Company, San Francisco
R. C. Schmidt, Jr. Insurance Dept., Armstrong Cork Co., Lancaster

WARREN L. HANNA
DONALD R. BROPHY
WALTER JAKOBSEN
IVAN A. SCHWAB
ROBERT H. SCHIECK
ROBERT N. MAC LEAN
JOHN A. MAC DONALD
EDWARD P. MC ALEER
HERBERT C. JENSEN
EDWARD W. KORAB

J. M. MC ELRATH
THOMAS B. RICHARDSON

LAW OFFICES OF
HANNA & BROPHY
1540 SAN PABLO AVENUE
OAKLAND 12, CALIFORNIA
TEMPLEBAR 2-5569

SAN FRANCISCO OFFICE
100 BUSH STREET
SAN FRANCISCO 4,
CALIFORNIA

FRESNO OFFICE
SECURITY BANK BLDG.
FRESNO 21,
CALIFORNIA

SACRAMENTO OFFICE
926 J STREET
SACRAMENTO 14,
CALIFORNIA

SAN JOSE OFFICE
586 NO. FIRST STREET
SAN JOSE 12,
CALIFORNIA

March 24, 1959

Armstrong Cork Company
304 Shaw Road
South San Francisco, Calif.

Attention: Mr. J. S. Taylor

Re: Bergit A. Swartout
(Widow of John E. Swartout)
vs. Mundet Cork Corp., et al
I.A.C. No. 169-171

Gentlemen:

In the above entitled matter, we appear both for Standard Accident Insurance Company and Travelers Insurance Company, who at different times were your insurance carrier. Proceedings were brought against State Compensation Insurance Fund, as insurance carrier for Western Asbestos Company. The Industrial Accident Commission held that John E. Swartout contracted asbestosis, which caused disability and death, and made an award against the State Fund. It now seeks to apportion the total liability, by establishing that there was also exposure to asbestos while the decedent was working for other employers.

We are interested in knowing whether there is affirmative evidence that can be produced that will establish that there was no exposure to asbestos during all, or any part, of the employment for Armstrong Cork Company. The employments in which we are interested are as follows:

1. In March and May, 1949. Apparently, this was at the Carnation Company, Stockton.
2. In June, 1951. This apparently was at the Contra Costa Steam Plant of Pacific Gas & Electric Company.
3. June, 1951, through September, 1951. This was in Alaska. With respect to this employment, we want to know whether it was under a written or an oral contract, and whether the contract of employment was made in the State of California, or in Alaska, as well as information as to the type of work done.

4. From December 27, 1954, to January 16, 1955. This was work on five ships at Bethlehem Pacific Shipyards in San Francisco.

Enclosed please find a copy of a letter from your Mr. Schiedt, Jr., dated September 18, 1956. The letter mentions the use of magnesia and cork on the different jobs mentioned. The case against Western Asbestos Company was established through the testimony of a Mr. Wayne Kelly, business representative of Local 16 of the Asbestos Workers Union, who testified that Western Asbestos Company used a Johns-Manville product which was 85% magnesium and 15% asbestos.

Will you please advise whether you used a magnesia product which also contained asbestos. We also want to know whether there are work orders or other business records of any sort through which it can now be established that cork and other non-asbestos types of insulation were used on each of the jobs on which Mr. Swartout worked, and the name of the person who has those records under his control and could testify at any further hearing.

Very truly yours,

Ivan A Schwab

IAS:ER
Enc.
c.c. Travelers Ins. Co.
Oakland (B-7814289)
c.c. Standard Acc. Ins. Co.
S.F. (96 C 728796)

COPY

ARMSTRONG
Cork Company
Lancaster, Penns

September 1

Mr. D. B. Edgar
V. L. P. Shriver Agency
1801 Union Bank Building
Pittsburgh 22, Pa.

Dear Dave:

Subject: John [illegible] Swartout
Workmen's Compensation Claim
Re: 96-C 728796

As requested in your letter of September 10, we enclo
letters signed by the individual in charge of our pay
records. The first letter covers the years 1949 and
Standard Accident Insurance Company was Armstrong's i
carrier, and the second letter covers the years 1954
1955 when Armstrong was insured with Travelers.

Mr. Swartout worked for Armstrong during 1949 at the
tion Company, Stockton, California. Both magnesia an
covering were used on this job. In 1951, he worked a
Contra Costa Steam Plant at Antioch, California, whic
operated by the Pacific Gas and Electric Company of S
cisco, California. Magnesia pipe covering was used p
on this job.

Mr. Swartout's employment in 1954 and 1955 occurred at
Bethlehem Shipyards, 20th and Illinois Streets, San Fr
California, which were operated by the Bethlehem Pacif
Coast Steel Corporation, San Francisco, California. M
pipe and block insulation, corkboard and cork pipe ins
were used on this job. Incidentally, this contract co
five hulls which had never been commissioned and the w
therefore, according to our interpretation, would not
under the jurisdiction of the Longshoremen's and Harbo
Workers' Compensation Act.

Apparently Judson Fleming, 176 Elm Street, San Bruno, (
is the only one still in our employ who worked with Sw
In addition, Mr. J. S. Taylor, Manager of our San Fran
Office, could supply any additional details regarding
working conditions, etc.

Since the law firm of Leonard, Hanna & Brophy is handli
defense for both Standard and Travelers, we assume the
enclosed wage statements on our letter head would suffi

SSD
Enclosures
Alexander & Alexander, Inc.

Sincerely yours,
(s) R. C. Schiedt, Jr.
Insurance Department

P.S. - We are returning all of Mr. Platt's correspondence

RCS

Armstrong
CONTRACTING AND SUPPLY
CORPORATION *Subsidiary of Armstrong Cork Company*

APR 6 1959

SOUTH SAN FRANCISCO, 364 SHAW ROAD, CALIFORNIA
April 3, 1959

Mr. Ivan A. Schwab
Hanna & Brophy
1540 San Pablo Avenue
Oakland 12, California

Subject: Bergit A. Swartout
(Widow of John E. Swartout)
vs. Mundet Cork Corp., et al
I.A.C. No. 169-171 1-10-55

Dear Mr. Schwab:

Please refer to your letter dated March 24, 1959 on the above subject.

There is no affirmative evidence that can be produced at this time to establish that there was no exposure to asbestos during or any part of the employment of Mr. John E. Swartout by the Armstrong Cork Company. Our contract records on the jobs in question have been destroyed in keeping with our normal retention schedule.

On each of the jobs referred to in your letter, with the exception of No. 1, Carnation Company, Stockton a Magnesia product which contained 15% or less Asbestos long fibers was used. On the Carnation milk job, cork covering containing no asbestos fiber was used. The additional fact that on the Pacific Gas & Electric Company job, the Alaska work, and the Bethlehem Pacific Shipyard work a goodly portion of the materials used contained no asbestos fiber. Such materials as cork covering, and mineral wool products were also employed.

With respect to his employment in Alaska, no written contract was involved in the hiring. He was hired through Local No. 97 of the International Association of Heat and Frost Insulators and Asbestos Workers of Anchorage, Alaska, on an open call for men. The type of work involved applying insulation on a government housing project at Fort Richardson near Anchorage, Alaska. Materials installed consisted of Fiberglas, and Wool Felt pipe covering for the Heating and Plumbing systems. A small quantity

of 85% Magnesia block was used for the hot water storage tank.

We hope the above information will be of service to you. Please let us know if there is any further assistance we can give.

Very truly yours,

ARMSTRONG CONTRACTING & SUPPLY CORP.

John S. Taylor
District Manager

DJM

cc: Travelers Insurance Company, Oakland
Standard Accident Insurance Company, San Francisco
R. C. Schmidt, Jr. Insurance Dept., Armstrong Cork Co., Lancaster

November 12, 1958

Mr. Howard P. Wittel
Toenmeier Adjustment Service, Inc.
39 N. Duke Street
Lancaster, Pa.

1-10-55

Dear Mr. Wittel:

Subject: John E. Swartout (Deceased)
vs. Armstrong Cork Company
File #158-C-2853

In your letter of November 10, you requested employment information on the above-named individual on behalf of Employers Mutual Liability Insurance Company. We have no objection to releasing this information to Employers Mutual, but we do wish to add that Mr. Swartout was never employed at our South Gate, California manufacturing plant where Employers Mutual was carrying the workmen's compensation insurance.

Here is the information you requested.

Week Ending Date	No. of Days	Hours	Wages	State
3/6/49	1	8	$ 17.28	Stockton, Calif.
3/13/49	2	16	34.56	" "
3/20/49	5	40	86.40	" "
3/27/49	5	40	86.40	" "
5/8/49	5	40	86.40	" "
5/15/49	3	24	51.84	" "
5/22/49	3	24	51.84	" "
6/3/51	2	16	41.36	Antioch, Calif.
6/10/51	5	40	103.40	" "
6/17/51	2	16	41.36	" "
6/24/51	6	40*14	215.25	Alaska
7/1/51	7	40 23	439.25	"
7/8/51	4	24 12	229.25	"
7/15/51	6	40 14	295.75	"
7/22/51	6	40 14	295.75	"
7/29/51	6	40 14	295.75	"
8/5/51	6	40 14	295.75	"
8/12/51	6	40 14	295.75	"
8/19/51	5	28 12	243.25	"
8/26/51	6	40 14	295.75	"
9/2/51	6	40 14	295.75	"
9/9/51	6	40 14	295.75	"

Week Ending Date	No. of Days	Hours	Wages	State
6/13/54	4	32	$113.60	Washington
6/20/54	5	40	152.00	"
6/27/54	5	40	152.00	"
7/4/54	4	28	108.40	"
1/2/55	7	40*16	226.80	San Francisco, Calif.
1/9/55	7	40 24	277.20	" " "
1/16/55	1	4	12.60	" " "

*Additional Overtime Hours

A complete review of our records reveals that the above data covers the entire employment of Mr. Swartout with Armstrong Cork Company.

Very truly yours,

ARMSTRONG CORK COMPANY

Wallace B. Hofferth
Assistant General Manager
Insurance Department

JEZ

HOME OFFICE
Philadelphia 6, Pa.

BRANCH OFFICES
Chambersburg, Pa.
Erie, Pa.
Harrisburg, Pa.
Lancaster, Pa.
Oil City, Pa.
Pittsburgh 22, Pa.
Warren, Pa.
York, Pa.

TOENSMEIER Adjustment Service, Inc.
INSURANCE ADJUSTERS
for the Companies

39 NORTH DUKE STREET LANCASTER, PENNA.
F. T. THEOBALD RESIDENT MANAGER
PHONE EXPRESS 4-3728
NIGHT EXPRESS 4-4206

BRANCH OFFICES
Easton, Md.
Hagerstown, Md.
★
Newark 2, N. J.
Trenton, N. J.
★
New York 38, N.Y.
★
Wilmington, Del.

November 10, 1958

NOV 11 1958 WH4

Armstrong Cork Co.
Liberty & Charlotte Sts.
Lancaster, Pa.

Attention: Mr. Hofferth

Re: John E. Swartout (deceased)
v. Armstrong Cork Co.
Our File #158-C-2853

Dear Mr. Hofferth:

You will remember that I discussed this case with you personally in your office several weeks ago. I am now advised by the company that the only thing that will safeguard their position in this case is a letter from you, setting forth all the dates of Mr. Swartout's employment with your good Company, the places of employment, occupational duties, earnings and a brief statement to the effect that this data covers all of the employment of this claimant after a complete review of your personnel records.

I am sorry to burden you with this additional request, but the Employers Mutual Liability Insurance Company states this is to be presented to the proper authorities for final disposition of the matter.

Thank you very much for your cooperation.

Very truly yours,

Toensmeier Adjustment Service, Inc.

Howard P. Wittel,
Adjuster

HPW/hy

I talked with Charles Skowronski by phone April 7 regarding his letter of April 3, 1958. He admitted he had few details about the Swanton case and did not know why Employers Mutual wanted additional information.

He said he would write his California office and suggest they write us direct regarding the information needed.

He told Skowronski, Swanton was not in our employ from November 25, 1950 to January 24, 1951.

GEH

4-7-58

We never heard from his California offi
6-19-58

APCS

EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN
EMPLOYERS MUTUAL FIRE INSURANCE COMPANY
HOME OFFICE: WAUSAU, WISCONSIN

Address Reply To
EMPLOYERS MUTUALS OF WAUSAU
300 MOUNT LEBANON BOULEVARD
PITTSBURGH 34, PENN.
LOCUST 3-2224

FT: 4258 WH

April 3, 1958

Armstrong Cork Company
Liberty and Scarlet Streets
Lancaster, Pennsylvania

Attention: Mr. R. C. Schiedt, Jr.
Insurance Department

John E. Swartout v.
Armstrong Cork Company
Claim A42-35421

Gentlemen:

Persuant to my telephone conversation with Miss Sukits in your Pittsburgh office, I am writing to you directly.

The matter that I am writing to you about concerns certain information that I need about a former employee, whose name is John E. Swartout. His social security number is 472-10-9876. It is my understanding that this man was not employed at your South Gate Plant in California; nevertheless, I will still need certain information to properly defend and action by the widow of John E. Swartout.

This former employee has been given an award in the sum of $7,000, which is a death benefit. He has also received a sum of $2,550 for temporary disability due to an occupational disease of asbestosis. This award of course includes a $400 burial expense sum. This award was granted by Referee Purvis of the California Commission. I am now interested in obtaining the following information: (1) The exact dates of employment, (2) Location of the plant or plants during the course of employment and (3) The type of occupation he persued. I would appreciate this information to embrance the period from November 28, 1950 until January 24, 1951. I will need this information even though this employee was not employed at a plant which we insure. It is my understanding that we only insured your South Gate Plant.

Will you please send me this information at your earliest convenience.

Thanking you for your cooperation, I remain

Yours very truly

Claim Department

CSkomski P dm

April 2, 1958

Mr. Charles Scomski
Employers Mutual of Wausau
300 Mt. Lebanon Boulevard
Pittsburgh 34, Pa.

Dear Mr. Scomski:

Subject: John E. Swartout — 1/10/55
472-10-9876

A letter from our district office in Pittsburgh states you requested certain information concerning Mr. Swartout and left our employee, who was taking your phone call, under the impression that Swartout's employment was covered by an Employers Mutual workmen's compensation policy.

Prior to 1952, Armstrong Cork Company did have a policy with Employers Mutual covering our manufacturing operations in South Gate, California. Mr. Swartout, however, was not employed at our South Gate Plant.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

JEZ

Miss R. M. Sukits, AC&S, Pittsburgh

RCS

Armstrong

CONTRACTING AND SUPPLY CORPORATION *Subsidiary of Armstrong Cork Company*

POST OFFICE BOX 838
24TH STREET AND ALLEGHENY RIVER
PITTSBURGH 30, PENNSYLVANIA

March 31, 1958

APR 2 1958 WLH

William L. Hughes
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

arbitrary

Mr. Hughes: Subject: John E. Swartout died 5-30-56
472-10-9876 1-10-55 last employed by (A)

Last Friday, March 28, 1958, I received a phone call from a Mr. Charles Scomski of Employers Mutual of Wausau. Mr. Scomski told me that his company insured Armstrong Cork. He asked me if I could possibly obtain for him information concerning the subject employee.

Mr. Swartout is from the state of California. He worked for us from November 28, 1950 to January 24, 1951. The reason for his termination was illness. The following is a list of the information requested:

1. Exact dates of employment.
2. Location of Work.
3. Type of occupation.
4. Where he worked from Nov. 28, 1950 to Jan. 24, 1951.

As this information is not available at this office, I would appreciate any help you can give me regarding this problem. If you would wish to forward information directly to Mr. Scomski, his address is:

Mr. Charles Scomski
Employers Mutual of Wausau
300 Mt. Lebanon Blvd.
Pittsburgh 34, Penna. Phone: LO. 3-2224

Very truly yours,

ARMSTRONG CONTRACTING & SUPPLY CORP.

R. M. Sukits

(Miss) R. M. Sukits

RS

BALTIMORE
NEW YORK
CLARKSBURG
TULSA
ST. LOUIS
CHICAGO
LOS ANGELES
ATLANTA
PITTSBURGH
SAN FRANCISCO
NEW ORLEANS
MIAMI

ALEXANDER & ALEXANDER

INCORPORATED

INSURANCE

AVERAGE ADJUSTERS CONSULTING ACTUARIES

2225 NORTH CHARLES STREET, BALTIMORE 18, MD.

TELEPHONE
TUXEDO 9-4304

BELL SYSTEM
TELETYPE BA 582

CABLE ADDRESS
"ALEXBLUE"

July 29th, 1957

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Mr. Schiedt:

File B 7814289
John E. Swartout
D/A ~~September 6, 1955~~ Calif - 1/10/55
Workmen's Compensation

Supplementing our letter to you of July 3rd in the above case, we are advised by the Travelers that they are carrying $2,000 fatal estimate, $80.00 funeral expense and $250. loss expense reserves, suggested by their attorneys after hearing the evidence on this case.

7/30/57 WGH

While it is true, the widow has elected to pursue the last carrier on the risk, this does not preclude the last carrier from joining all other carriers in a subsequent action to seek contribution from them, and this is the reason the Travelers are carrying the reserves mentioned above.

Trusting this information will bring you up-to-date, we remain

Sincerely

ALEXANDER & ALEXANDER, INC.

LOSS DEPARTMENT

R

RCS

55 7th

BALTIMORE
NEW YORK
CLARKSBURG
TULSA
ST. LOUIS
CHICAGO
LOS ANGELES
ATLANTA
PITTSBURGH
SAN FRANCISCO
NEW ORLEANS
MIAMI

ALEXANDER & ALEXANDER
INCORPORATED
INSURANCE
AVERAGE ADJUSTERS CONSULTING ACTUARIES
2225 NORTH CHARLES STREET, BALTIMORE 18, MD.

TELEPHONE
TUXEDO 9-4304
BELL SYSTEM
TELETYPE BA 582
CABLE ADDRESS
"ALEXBLUE"

July 3rd, 1957

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Mr. Schiedt:

Workmen's Compensation Claim
John E.Swartout - 1/10/55
Claim B 7814289 - California

We have today received a reply to our various inquiries regarding the above claim.

The Travelers state that there has been nothing new since December 6th, the final decision not having been handed down as yet. At the hearing before the last one, it developed that the applicant, as he had the right to do, elected to pursue his remedy exclusively with the State Compensation Insurance Fund, and the Liberty Mutual Insurance Company.

died 5-30-5

The company has not furnished us with the amount of reserve they are carrying and we are writingfor this information. Just as soon as it is available, we will again communicate with you.

Sincerely

ALEXANDER & ALEXANDER, INC.

C. J. T. Dunlap

LOSS DEPARTMENT

R

June 28, 1957

Mr. Christopher Hoff
Alexander & Alexander, Inc.
2225 North Charles Street
Baltimore 18, Md.

Dear Chris:

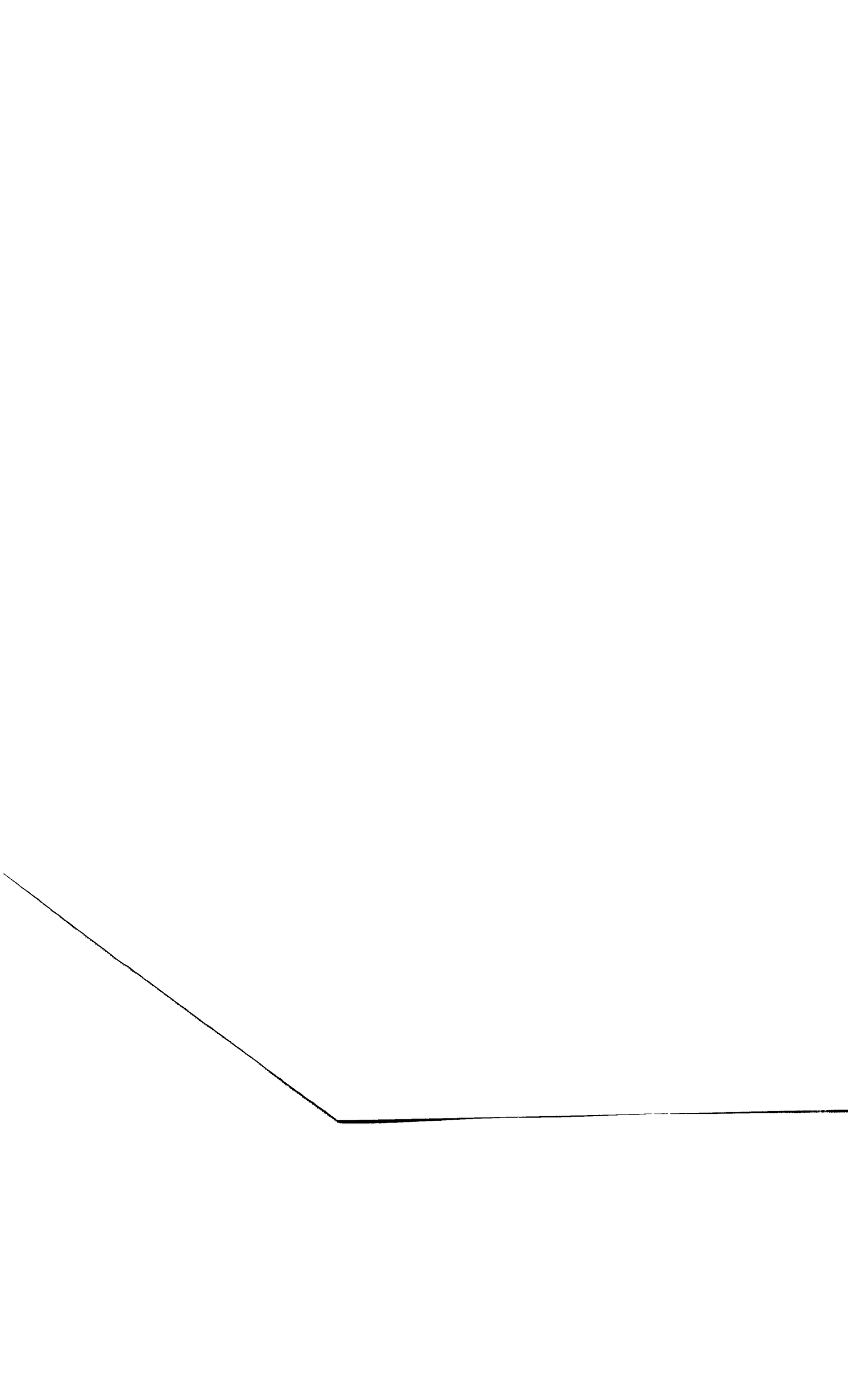
Subject: Workmen's Compensation Claim
John E. Swartout - 1/10/55
Claim #B-7814289 - California

May 28 we wrote you regarding the above subject. Is Travelers carrying a reserve or has the claim been closed without payment?

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

JEZ



X

~~T 6-28-57~~

W. C. all Ex. Plants

155

May 28, 1957

Mr. Christopher Hoff
Alexander & Alexander, Inc.
2225 North Charles Street
Baltimore 18, Md.

Dear Chris:

Subject: Workmen's Compensation Claim
John E. Swartout - 1/10/55
Claim #B-7814289 - California

A hearing on the above case was held December 6, 1956, with more than a dozen employers named as defendants in this death claim involving possible asbestosis.

Will you give us the present status of this claim and show amounts paid or reserves established.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

JEZ

T ~~4-19-57~~
~~5-25-57~~

W.C.
55

March 28, 1957

Mr. G. H. Finlay
Alexander & Alexander, Inc.
2225 North Charles Street
Baltimore 18, Md.

Dear Mr. Finlay:

Subject: Workmen's Compensation Claim
John E. Swartout - 1/10/55
Claim #B-7814289 - California

We are wondering if you heard the results of the hearing held December 6, 1956, on the above claim.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

JEZ

~~RCS~~

~~F 3 . . 47~~

STANDARD ACCIDENT INSURANCE COMPANY
DETROIT

V. L. P. SHRIVER AGENCY, General Agent
1801 UNION BANK BLDG.
PITTSBURGH 22, PENNSYLVANIA
Phone Grant 1-7800

November 14, 1956

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Dick:

Re: 96-C 728 796
Armstrong Cork Company
John E. Swartout - 1/10/55

Thank you for your letter of November 13th, advising that hearing in the captioned case has been changed from Room 206, 1531 Webster Street to Room 510, 577-14th Street.

11/15/56 WSB

We have notified the Claims Office of the Standard Accident in San Francisco.

Very truly yours,

V. L. P. SHRIVER AGENCY

D. B. Edgar

DBE:map

November 13, 1956

Mr. James E. Fennon
Alexander & Alexander, Inc.
2225 North Charles Street
Baltimore 18, Maryland

Dear Jim:

Subject: Claim #55 SF 169-171 - Bergit A. Swartout

We received notice from the California Industrial Accident Commission that the hearing to be held in Oakland, December 6, 1956, has been changed from Room 206, 1531 Webster Street to Room 510, 577 - 14th Street.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

November 13, 1956

Mr. D. B. Edgar
V. L. P. Shriver Agency
1801 Union Bank Building
Pittsburgh 22, Pa.

Dear Dave:

Subject: Claim #55 SF 169-171 - Bergit A. Swartout

We received notice from the California Industrial Accident Commission that the hearing to be held in Oakland, December 6, 1956, has been changed from Room 206, 1531 Webster Street to Room 510, 577 - 14th Street

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

RCS

STANDARD ACCIDENT INSURANCE COMPANY
DETROIT

V. L. P. SHRIVER AGENCY, General Agent
1801 UNION BANK BLDG.
PITTSBURGH 22, PENNSYLVANIA
Phone Grant 1-7800

November 5, 1956

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

NOV 6 1956 WIH

Dear Dick:

Re: 96-C 728 796
Armstrong Cork Company 1/10/55
John E. Swartout

Thank you for your letter of November 2, advising that hearing in the captioned case will be held on December 6, 1956.

We have notified the San Francisco Claims Office of the Standard Accident.

Very truly yours,

V. L. P. SHRIVER AGENCY

D. B. Edgar

DBE:map

November 2, 1956

Mr. James E. Fannon
Alexander & Alexander, Inc.
2225 North Charles Street
Baltimore 18, Maryland

Dear Jim:

Subject: Claim #55 SF 169-171

We received notice from the California Industrial Accident Commission that a hearing will be held in Oakland, California, December 6, 1956, in connection with the claim of Bergit A. Swartout, widow of John E. Swartout.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

T 2-15-57 ✓

November 2, 1956

Mr. D. B. Edgar
V. L. P. Shriver Agency
1801 Union Bank Building
Pittsburgh 22, Pa.

Dear Dave:

Subject: Claim #55 SF 169-171

We received notice from the California Industrial Accident Commission that a hearing will be held in Oakland, California, December 6, 1956, in connection with the claim of Bergit A. Swartout, widow of John E. Swartout.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

STANDARD ACCIDENT INSURANCE COMPANY
DETROIT

V. L. P. SHRIVER AGENCY, General Agent
1801 UNION BANK BLDG.
PITTSBURGH 22, PENNSYLVANIA
Phone Grant 1-7800

September 19, 1956

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Mr. Schiedt:

Re: 96C 728 796
Armstrong Cork Co.
John E. Swartout

Thank you very much for your letter of September 18th, with enclosures.

We have referred the entire matter to the San Francisco Claims Office of the Standard Accident Insurance Company.

Very truly yours,

V. L. P. SHRIVER AGENCY

D. B. Edgar

DBE:map

September 18, 1956

Mr. D. B. Edgar
V. L. P. Shriver Agency
1801 Union Bank Building
Pittsburgh 22, Pa.

Dear Dave:

Subject: John E. Swartout
Workmen's Compensation Claim
Ref 96-C 728 796

As requested in your letter of September 10, we enclose two letters signed by the individual in charge of our payroll records. The first letter covers the years 1949 and 1951 when Standard Accident Insurance Company was Armstrong's insurance carrier, and the second letter covers the years 1954 and 1955 when Armstrong was insured with Travelers.

Mr. Swartout worked for Armstrong during 1949 at the Carnation Company, Stockton, California. Both magnesia and cork covering were used on this job. In 1951, he worked at the Contra Costa Steam Plant at Antioch, California, which was operated by the Pacific Gas and Electric Company of San Francisco, California. Magnesia pipe covering was used principally on this job.

Mr. Swartout's employment in 1954 and 1955 occurred at the Bethlehem Shipyards, 20th and Illinois Streets, San Francisco, California, which were operated by the Bethlehem Pacific Coast Steel Corporation, San Francisco, California. Magnesia pipe and block insulation, corkboard and cork pipe insulation were used on this job. Incidentally, this contract covered five hulls which had never been commissioned and the work, therefore, according to our interpretation, would not come under the jurisdiction of the Longshoremen's and Harbor Workers' Compensation Act.

Apparently Judson Fleming, 176 Elm Street, San Bruno, California, is the only one still in our employ who worked with Swartout. In addition, Mr. J. S. Taylor, Manager of our San Francisco Office, could supply any additional details regarding working conditions, etc.

Since the law firm of Leonard, Hanna & Brophy is handling the defense for both Standard and Travelers, we assume the two enclosed wage statements on our letterhead would suffice.

Sincerely yours,

R. C. Schiedt, Jr.
Insurance Department

SSD
Enclosures

P. S. - We are returning all of Mr. Platt's correspondence

Alexander & Alexander, Inc.
J. S. Taylor, Bldg. Insul., San Francisco

September 18, 1956

Mr. J. E. Fannon
Alexander & Alexander, Inc.
2225 North Charles Street
Baltimore 18, Maryland

Dear Jim:

Subject: John E. Swartout
Travelers' Claim #B-7814289

We believe the enclosed correspondence is self-explanatory. However, if you have any questions, let us know.

Sincerely yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

Enclosures

September 18, 1956

Standard Accident Insurance Co.
417 Montgomery Street
San Francisco 4, California

Gentlemen:

Our payroll records disclose the following employment of John E. Swartout in California by Armstrong Cork Company.

Week	No. of Hours	Wages
Feb. 28 to March 6, 1949	8	$ 17.28
March 7 to 13, 1949	16	34.56
March 14 to 20, 1949	40	86.40
March 21 to 27, 1949	40	86.40
May 2 to 8, 1949	40	86.40
May 9 to 15, 1949	24	51.84
May 16 to 22, 1949	24	51.84
May 28 to June 3, 1951	16	41.36
June 4 to 10, 1951	40	103.40
June 11 to 17, 1951	16	41.36

Very truly yours,

ARMSTRONG CORK COMPANY

G. R. Helm
Payroll Supervisor

SSD

V. L. P. Shriver Agency
1801 Union Bank Building
Pittsburgh 22, Pa.

September 18, 1956

Travelers Insurance Company
315 Montgomery Street
San Francisco 4, California

Gentlemen:

Our payroll records disclose the following employment of John E. Swartout in California by Armstrong Cork Company.

Week	No. of Hours ST	OT	Wages
Dec. 27, 1954 to Jan. 2, 1955	40	16	$226.80
Jan. 3 to 9, 1955	40	24	277.20
Jan. 10 to 16, 1955	4	-	12.60

Very truly yours,

ARMSTRONG CORK COMPANY

G. R. Helm
Payroll Supervisor

SSD

1941 S.F
Johnson 1950 Pittsburgh

1951-54 SF + Alaska
1954 Richland

John E.
Swartout
California

Pull earnings cards
and give to Schuett
for his use.

Signed by the individual
in charge of the payroll records

California employment in 194
Stockton " " 195
" change

manner & addresses of any witnesses
now available to testify with
regard to surviving conditions

Direct reference
with date in year to confirm
Industrial Accident Comm
Application
Filed after
1-1-48

		Received
10000.00	Contd.	2000.00
400.00	Financial Exp.	500
250.00	Exp.	250.00

270059
5 ships

Bethlehem Pacific Coast Steel Corp. San Francisco, Calif

Magnesia Pipe Insulation
Glass Cloth Finish

Bethlehem Shipyards
20th and Illinois Sts
San Francisco Calif.

Woolfelt Pipe Covering
Glass Cloth Finish

Cork Pipe Covering
Light & Heavy Duty
Magnesia Block
Corkboard

contract requested L.S. certificates but Bethlehem say none used.

46207

Carnation Co
Stockton Calif

Cork Covering
Mag. Pipe Covering

D. B. Taylor

ever

46445 X1

Pacific Gas & Electric Co
San Fran. Calif

at

Contra Costa Steam Plant
Antioch Calif

1 Bag Pipe Covering
and Blocks
Hair Felt

They were not commissioned
yards

John E Swarthout

Week Ending	Contract #	State	Name	Social Sec No.	Address
3-6-49	46207	Calif	W.K. Welker	561-12-3940	450 N. Laurel, Fontana, Calif
3-13-49	46207	"	same		
3-20-49	46207	"	Jack Friend	516-03-7247	615 Fell St., San Francisco, Calif
			John C. Spear	557-05-0782	Box 632, Suisun, Calif.
3-27-49	46207	"	same 3		
5-8-49	46207	"	Jack Friend	516-03-7247	
			Francis H Steiner	557-03-4193	114 Columbia Ave Redwood City, Calif.
5-15-49	46207	"	same 2		
5-22-49	46207	"	worked alone		
6-3-51	46445 X1	Calif.	Art McClure	442-01-1118	434 S. 2nd. St, Richmond, Calif.
			R. Cathriston	568-28-7686	1559 Sonoma Ave., San Francisco, Calif.
6-10-51	46445 X1	"	same 2		
6-17-51	46445 X1	"	worked alone		
1-2-55	270059	Calif.	✓ Judson Fleming	556-03-3180	176 Elm St, San Bruno Calif.
			John Richardson	552-03-5529	240 Briar Lane, San Mateo, Calif.
1-9-55	270059	"	same		
1-16-55	270059	"	same		

STANDARD ACCIDENT INSURANCE COMPANY
DETROIT

V. L. P. SHRIVER AGENCY, General Agent
1801 UNION BANK BLDG.
PITTSBURGH 22, PENNSYLVANIA
Phone Grant 1-7800

September 10, 1956

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Penna.

SEP 11 [illegible]

Dear Dick:

Re:- 96-C 728 796
Armstrong Cork Co.
John E. Swartout

We are enclosing copy of letter dated September 5, 1956 which we received from the Standard Accident Insurance Company's San Francisco, California Claims office, together with the correspondence mentioned therein.

You will note that our Attorneys need a wage statement on a letterhead of the Armstrong Cork Company; signed by the individual in charge of the payroll records from which the data is taken. Also that this wage statement should cover only the California employment in 1949 and the nine days worked in California in 1951. The Alaska employment should not be included.

It would be appreciated if you could furnish the information as set forth in the postscript of the Standard Accident Insurance Company's letter dated September 5, 1956.

With your reply, would you kindly return the enclosed correspondence, and thanking you, we are

Very truly yours,

V. L. P. SHRIVER AGENCY

Dave

D. B. Edgar

encls.

COPY FOR:- ARMSTRONG CORK CO

COPY

STANDARD ACCIDENT INSURANCE COMPANY

San Francisco Branch Office
417 Montgomery St.
San Francisco, 4, California

Phone EXbrook 2-6036

COPY

September 5, 1956

V. L. P. Shriver Agency
1801 Union Bank Building
Pittsburgh 22, Pennsylvania

Re: 96-C 728 796
Armstrong Cork Co.
John E. Swartout

Gentlemen:

We duly received and thank you for your letter of August 14, 1956.

We now inclose herewith the original of our attorney's letter to us of September 4, 1956, our letter to them of August 23, 1956, the original of the wage statement in question and a copy of their report of the hearing.

Will you please note specifically from our attorney's letter of September 4, 1956, that they need a wage statement on the letterhead of Armstrong Cork Co. and that it must be signed by the individual in charge of the payroll records from which the data is taken and they also wish the report to cover only the California employment in 1949 and the nine days worked in California in 1951 and should not include any part of the Alaska employment.

We would greatly appreciate it if you would obtain this requested information from our assured and forward it to us and at the same time return to us the papers attached to this letter.

Very truly yours,

(sgd) L. W. Platt
Manager, Claim Department

P.S.:- Will you please call to the assured's attention Page 3 of our attorney's Hearing Report and near the bottom of the page where they refer to Standard Accident Insurance Co. and ask that they find out the names and addresses of any

witnesses that are now available who could testify with regard to working conditions. Note that the information should cover all factors as to dust exposure on that job, such as whether the work was done in the open or in confined areas, whether the materials used were asbestos, fiber glass, cork, or other materials, whether masks were worn, and everything else that bears upon the extent and severity of the exposure to dust. Would you please urge the assured to give us all possible information in that regard. We also note from the wage statement that Mr. Swartout worked for the assured nine days in California during 1951 in the month of June. Can the assured please tell us on what job he worked in California at that time and the same information re working conditions.

(sgd) L. W. Platt

REPORT OF INDUSTRIAL ACCIDENT COMMISSION HEARING

8-24-56 mp

(LEONARD, HANNA & BROPHY — 100 Bush Street, San Francisco 4 — YUkon 2-6077)

Half-Day Hearing

By Ivan A. Schwab — Lone Hearing ☐ Group Hearing ☐

To Standard Accident Insurance Co. — Your Claim No. 960728796

417 Montgomery Street — Assured Armstrong Cork Company

San Francisco — Employee John E. Swartout

Referee Roy O. Purvis — Place Oakland — Date 8-15-56 — IAC No. 169-171

Bergit A. Swartout — 3000 Merrywood Drive, Sacramento

(Applicant) — (Address)

Smith & Parrish — Financial Center Bldg., Oakland

(Applicant's Attorney) — (Address)

John Lewis appearing

STIPULATIONS	ITEMS	ISSUES
	Employment	
	Occupation	
	Earnings	
	Birth Date	
	Insurance Coverage	
	Injury AOE-COE	
Benefits Provided	Benefits Sought	
Medical: All ☐ Some ☒ None ☐	Compensation — Temporary	
	Compensation — Permanent	
Compensation:	Medical — Past	
	Medical — Future	
	Medical — Litigation Costs	
	Death Cases	
	Proximate Cause	
	Dependency	
	Burial Expense	
Other Issues or Special Defenses	Statute of Lim. Prejudice Jurisdictcn	

EXHIBITS FILED

Social Security records - IAC Exhibit.
Death certificate
Autopsy report - Dr. C. M. Blumenfeld
Rep. Dr. Allan E. Moe 8-13-56
Bill Dr. Allen E. Moe

WITNESSES

Applicant

Disposition: Continued to be reset

Probable decision: See reverse

Recommended reserves: Compensation $ 800.00 — Medical $ 300.00

Action requested of you now: Investigation as set forth on report of hearing.

(Please see reverse for detailed comment)

This case is an asbestosis claim which gave us much concern prior to the date of the hearing. The employment record attached to the application showed a great deal of out-of-state employment. The applicant had not filed much medical evidence, but all of that which had been filed indicated rather definitely that death was due to asbestosis. Each of the four defendants represented by this office had some employment in the State of California, and while in each instance the period of employment was rather short, it looked very much as though this was a case where there was so much out-of-state employment that our clients would be the major defendants even though those periods of employment were short. When we got to the hearing and started taking appearances things looked even worse, for many of the appearances were special appearances for out-of-state employment and nothing else.

Our appearances were as follows:

Standard Accident Insurance Company, insurance carrier for Armstrong Cork Company - 1/1/49 - 12/31/51

Travelers Insurance Company, insurance carrier for Armstrong Cork Company - 1/1/52 - 1/10/55 (last date of employment)

Johns-Manville Sales Corporation - 7/1/53 - 7/1/54

Industrial Indemnity Company, insurance carrier for Bay City Asbestos Company - 1/31/48 - 1/31/49

Industrial Indemnity Exchange, insurance carrier for Western Fiber Glass Company - 8/9/48 - 8/9/49

Other defense appearances were as follows:

M. J. Conklin, for State Compensation Insurance Fund, insurance carrier for Western Asbestos Company and M. R. Carpenter.

Fred T. Jenner, for Employers Mutual Liability Insurance Company, which had a policy for Armstrong Cork Company at Southgate, California, from January 1, 1944 to January 1, 1952. However, it developed that the decedent never worked at the Southgate plant at all, so any involvement of Armstrong Cork Company is solely the responsibility of Standard Accident Insurance Company and Travelers Insurance Company.

Walter Kohm, for Liberty Mutual Insurance Company, insurance carrier for Armstrong Cork Company outside the State of California and for C. C. Moore & Company from May 19, 1943 to October 31, 1943, but the decedent was not employed by C. C. Moore & Company during that period.

Nelson Barry of Hadsell, Murman & Bishop made a special appearance for C. C. Moore & Company and its insurance carrier in the State of New Mexico, Mountain States Mutual Insurance Company. The applicant was employed by C. C. Moore & Company in New Mexico only from January 9, 1950 to January 27, 1950.

Frank J. Filippi of Mullen & Filippi, for Pacific Employers Insurance Company, insurance carrier for J. P. Thorpe & Son, Inc. from September 30, 1938 to January 1, 1952.

Travelers Insurance Company - The letter received from Armstrong Cork Company of July 11, 1956 shows that the employment from December 27, 1954 through January 10, 1955 was on ship repair work at the Bethlehem Shipyard in San Francisco. This gives us a defense of lack of jurisdiction as such work would be under the Longshoremen's and Harbor Workers' Compensation Act. We have learned from experience in other cases that this can be a two-edged sword if a claim is lodged with the Deputy Ccmmissioner. However, we think it to your advantage to raise a defense in this case. The fact that this was ship work already appears in the record because we have filed the earnings report of July 11, 1956 in evidence. The applicant will receive her first award against the State Fund, so I feel quite certain that she will never file with the Deputy Commissioner, and on subsequent apportionment proceedings by the State Fund, this jurisdictional defense would let you out altogether. Consequently, please contact the San Francisco office of Armstrong Cork Company and see if they have records so that they can give you a signed report showing the name of the shop on which the decedent worked and that it was either afloat on navigable waters or that it was in the floating drydock at the Bethlehem yard. Just to make certain, the investigator should also take a statement covering the conditions of employment as set forth above for other employers.

To fully protect your interest, we remained while the widow testified. She produced a marriage certificate showing that she and the decedent were married by a Justice of the Peace at Albuquerque, New Mexico on July 5, 1939. There were no children from that marriage. It was her first marriage but the decedent had previously been married to one Sophie Oelke, who had died in Minneapolis, Minnesota about 1934 or 1935. There were no children by that first marriage.

After the marriage, the decedent worked about a year in New Mexico and then came to California about 1940. From 1940 until 1954 he worked for Western Asbestos Company and always in the State of California. They lived together in San Francisco until about 1947, when they moved to San Mateo. Later, they lived about five years in Stockton. In 1947 or 1948, they went to Chico and tried running a motel for six months but didn't like it, so the decedent went back to insulation work. In 1954, they moved to Porterville and the decedent went to work for Western Asbestos Company there.

The decedent first knew he had asbestosis in January 1955. He came up to San Francisco from Porterville just after Christmas, 1954, to take the job for Armstrong Cork Company at the Bethlehem Shipyard. She understood this was insulation work on ships. While the decedent was working on that job he became sick, so he went back to Porterville and saw Dr. Parkinson. He was in the hospital at Porterville for a while, then came home for about two weeks, and then went to the tuberculosis hospital maintained by Tulare and Kings County at Springville, California. After that, they went to Sacramento and there was further medical treatment there.

The attorney for the applicant has to show working conditions and exposure to asbestos during the periods of employment for Western Asbestos Company in the Bay Area. He proposes to do that through testimony of the union business agent who was not available on the day of this hearing. The matter was continued to be reset. We deem it advisable for the proper protection of your interests that we appear at that time. Even though proceedings had been suspended against you, that type of witness is very apt to start talking about working conditions on every employer's job of which he has knowledge,

and particularly if he has any real or fancied reason to dislike a particular employer, and we would like to be present and be sure that we can make proper objection if he starts talking about your assured.

Our bill for services to date is enclosed.

Very truly yours

IVAN A. SCHWAB

IAS:mp
Enclosure

September 5, 1956

Mr. J. E. Fannon
Alexander & Alexander, Inc.
2225 North Charles Street
Baltimore 18, Maryland

Dear Jim:

Subject: Workmen's Compensation Insurance
Travelers Policy RUB-4490459
Policy Year 1/1/55 to 1/1/56
Claim No. B-7814289
Claimant: John E. Swartout D/A - 1/10/55
Location of Accident: State of Calif.

Mr. Swartout worked for Armstrong Cork Company in 1949 and 1951; however, during these years we were insured with Standard Accident Insurance Company. We enclose a copy of the wage data submitted to Standard sometime ago.

In addition to the above employment, Mr. Swartout was in our employ during short periods in 1954 and 1955, during which time Travelers handled our Workmen's Compensation coverage. Our records indicate Mr. Swartout quit on January 10, 1955. His detailed employment record follows.

Week Ending Date	No. of Days Worked	Hours Worked S.T.	Hours Worked O.T.	Wages	Location
6/13/54	4	32	-	$113.60	Washington
6/20/54	5	40	-	152.00	Washington
6/27/54	5	40	-	152.00	Washington
7/4/54	4	28	-	108.40	Washington
1/2/55	7	40	16	226.80	California
1/9/55	7	40	24	277.20	California
1/16/55	1	4	-	12.60	California

We are glad to see the amount of the reserves was reduced. Our files show there were approximately 13 of his former employers and 10 insurance companies listed on the Notice of Hearing of Application for Adjustment of Claim.

Yours very truly,

R. C. Schiedt, Jr.
Insurance Department

SSD

JOHN E. SWARTOUT

WAGE STATEMENT

Week Ending Date	No. of Days	Hours	Wages	State
3/6/49	1	8	$ 17.28	Calif.
3/13/49	2	16	34.56	Calif.
3/20/49	5	40	86.40	Calif.
3/27/49	5	40	86.40	Calif.
5/8/49	5	40	86.40	Calif.
5/15/49	3	24	51.84	Calif.
5/22/49	3	24	51.84	Calif.
6/3/51	2	16	41.36	Calif.
6/10/51	5	40	103.40	Calif.
6/17/51	2	16	41.36	Calif.
6/24/51	6	40 #14	215.25	Alaska
7/1/51	7	40 23	439.25	Alaska
7/8/51	4	24 12	229.25	Alaska
7/15/51	6	40 14	295.75	Alaska
7/22/51	6	40 14	295.75	Alaska
7/29/51	6	40 14	295.75	Alaska
8/5/51	6	40 14	295.75	Alaska
8/12/51	6	40 14	295.75	Alaska
8/19/51	5	28 12	243.25	Alaska
8/26/51	6	40 14	295.75	Alaska
9/2/51	6	40 14	295.75	Alaska
9/9/51	6	40 14	295.75	Alaska

Stockton

Anchorage

Additional Overtime Hours

RCS

BALTIMORE
NEW YORK
CLARKSBURG
TULSA
ST. LOUIS
CHICAGO
LOS ANGELES
ATLANTA
PITTSBURGH
SAN FRANCISCO

ALEXANDER & ALEXANDER
INCORPORATED
INSURANCE
AVERAGE ADJUSTERS CONSULTING ACTUARIES
2225 NORTH CHARLES STREET, BALTIMORE 18, MD.

TELEPHONE
TUXEDO 9-4304
BELL SYSTEM
TELETYPE BA 582
CABLE ADDRESS
"ALEXBLUE"

August 29, 1956

Mr. W. L. Hughes, Manager
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

AUG 3 0 1956 WLH

WORKMEN'S COMPENSATION INSURANCE
Travelers Policy RUB-4490459
Policy Year 1/1/55 to 1/1/56
Claim No. B-7814289
Claimant: John E. Swartout
Location of Accident: State of Calif.

Dear Bill:

We are in receipt of advices from Mr. Latham's office stating that the above claim which occurred on January 6, 1955 was not reported to their San Francisco Claim Office until June 22, 1956, almost a year and a half later.

The company is somewhat concerned about this case because they say it involved asbestosis, therefore in order that they may have a complete record of the employment of this man will you please advise us how long Swartout was connected with Armstrong and any other pertinent information that you may have on this case.

We understand the claim was originally set up with estimates of $10,000 Compensation, $400.00 Funeral Expenses and $250.00 Expense, however the claim has been revised to.$2,000. Claim with $80.00 Funeral Expense and $250.00 Expense

Your early advices will be appreciated.

Very truly yours,

ALEXANDER & ALEXANDER, INC.

Vice President - Casualty

JEF:mw

July 11, 1956

JUL 16 1956 WLH

The Travelers Insurance Company
315 Montgomery Street
San Francisco 4, California

Attention: Mr. A. J. Schaefer
Supervising Adjuster

Re: B-781L289
Armstrong Cork Company
John E. Swartout - Injured
D/A 1-6-55

Dear Sir:

Please refer to your letter dated July 5 on the above subject. A search of our records has revealed the following information requested in your letter:

Mr. Swartout was employed by us as an Asbestos Worker doing insulation work on ships at the Bethlehem Shipyard, 20th & Illinois Streets, San Francisco, California. The exact dates he worked for us are as follows:

December 27, 28, 29, 30 and 31, 1954
January 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, 1955

The foreman on this job during Mr. Swartout's employment was Mr. Judson C. Fleming, 176 Elm Street, San Bruno, California.

Mr. Swartout quit of his own volition on January 10, 1955, and the gross earnings paid to him for the period from December 27, 1954 through January 10, 1955 were $567.00. We have no records available to verify his alleged employment in Stockton, California, during 1949.

We do not find any evidence in our files of an Unemployment Compensation Disability claim having been filed, nor a hospital and surgical claim under our Group Insurance Policy, for this employee. By a copy of this letter we are asking our home office in Lancaster, Pennsylvania, to advise you if they have any additional information concerning this claim.

Very truly yours,

ARMSTRONG CORK COMPANY
Insulation Division

J. C. Murphy
Construction Superintendent

KM
cc: Insurance Dept. - Lancaster

Calif. ?

John W. Swartout

52' —— 55-57.

(check 56 also) died May 30, 1956

W/E # Days Hrs. Wages State

separated overtime

55 57.

12-29-54 — 1-10-55 B

San Francisco

John W. Swartout

1955

Week Ending	# Days	Hours	O.T.	Wages	State
1-2-55	7	40	16	226 80	Calif.
1-9-55	7	40	24	277 20	"
1-16-55	1	4		12 60	"
				516 60	

RES

STANDARD ACCIDENT INSURANCE COMPANY
DETROIT

V.L. P. SHRIVER AGENCY, General Agent
1801 UNION BANK BLDG.
PITTSBURGH 22, PENNSYLVANIA
Phone Grant 1-7800

August 14, 1956

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Dick:

AUG 15 1956 VLS

Re: Claim #S-925
Armstrong Cork Company vs
John E. Swartout 1/10/55

This will acknowledge receipt of, and thank you for, your letter of the 13th, enclosing Wage Statement in connection with the captioned claim.

Per your request, said Statement has been forwarded to Mr. Platt in San Francisco.

Very truly yours,

V. L. P. SHRIVER AGENCY

B. R. Shriver

BRS:map

August 13, 1956

See letter to a. a. 9/5/56

Mr. D. B. Edgar
V. L. P. Shriver Agency
1801 Union Bank Building
Pittsburgh 22, Pa.

Dear Dave:

Subject: John E. Swartout
Claim #96 C 728796
D/A - 1/10/55

The enclosed wage statement was requested by Mr. L. W. Platt, Manager, Standard Accident, San Francisco, Claim Department.

Since previous correspondence on this claim went through your office, we are following the same procedure and request that you forward the enclosed wage statement to Mr. Platt.

Sincerely yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

Enclosures

RCS

D. M. FERRY, JR., Chairman of the Board
L. K. KIRK, President



Standard Accident Insurance Company

INCORPORATED 1884
CASUALTY INSURANCE • FIDELITY AND SURETY BONDS

ROY W. SMITH
RESIDENT VICE-PRESIDENT

SAN FRANCISCO BRANCH OFFICE
417 MONTGOMERY ST.
SAN FRANCISCO 4, CALIF.

PHONE EXBROOK 2-6036

August 6, 1956

Armstrong Cork Company
Lancaster
Pennsylvania

Gentlemen:

Re: Claim 96 C 728796
Armstrong Cork Company
Claimant: John E. Swartout

As you perhaps will recall the above captioned refers to a claim recently filed against your Company on behalf of your deceased employee John E. Swartout. Our Company is a party-defendant because of the fact that during some of the period involved we were the Workmens Compensation insurer of your Company.

I am trying to find out when and where Mr. Swartout worked for your Company during the periods that our Company was your Compensation insurer. I have checked with Mr. Murphy I believe it is, of your local office but he advised me that the only record he has indicates that John E. Swartout worked for your Company here in San Francisco from about December 27, 1954 to January 10, 1955.

8/10/56 WRH

Since we did not carry your Compensation insurance during that period and have not carried it since 1952, we are concerned with three periods prior to 1952 during which it is alleged that Mr. Swartout was in your employ. It is claimed that in 1949 he worked 2 months on the Stockton Creamery and we persume that means Stockton California. The next period is 1950 when he claims that he worked 1½ months for your Company at Pittsburg, Pennsylvania. However, we understand that your Company has always been a self-insurer in Pennsylvania so we would not be concerned with that peiod. The net period is 1951 when it is claimed that Mrs. Swartout worked for your Company for six months at Anchorage, Alaska.

It would therefore be greatly appreciated if you could advise us in reference to the 1949 and 1951 periods of employment and furnish us the exact dates and places worked and his earnings per day, hour and week.

Very truly yours,

L. W. Platt

L. W. Platt, Manager
Claim Department

Planet Insurance Company, Detroit • Standard Accident Insurance Company, Detroit • Pilot Insurance Company, Toronto

STANDARD ACCIDENT INSURANCE COMPANY
DETROIT

V.L.P. SHRIVER AGENCY, General Agent
1801 UNION BANK BLDG.
PITTSBURGH 22, PENNSYLVANIA
Phone Grant 1-7800

July 17, 1956

JUL 18 1956 WIH

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Re: John E. Swartout
Asbestosis Claim
D/A - 1/10/55

Dear Dick:

Thank you for your letter of July 16th, enclosing additional correspondence issued by the California Industrial Accident Commission.

We have referred the matter to the San Francisco Office of the Standard Accident for the necessary attention.

Very truly yours,

V. L. P. SHRIVER AGENCY

D. B. Edgar

DBE:map

July 16, 1956

Mr. J. E. Fannon
Alexander & Alexander, Inc.
2221 North Charles Street
Baltimore 18, Maryland

Dear Jim:

Subject: John E. Swartout
Asbestosis Claim -1/11/55

We enclose a copy of additional correspondence issued by the Industrial Accident Commission of the State of California in connection with the claim of John E. Swartout, #55 SF 169-171.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

Enclosure

July 16, 1956

Mr. D. B. Edgar
V. L. P. Shriver Agency
1801 Union Bank Building
Pittsburgh 22, Pa.

Dear Dave:

Subject: John E. Swartout
Asbestosis Claim

We enclose a copy of additional correspondence issued by the Industrial Accident Commission of the State of California in connection with the claim of John E. Swartout, #55 SF 169-171.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

Enclosure

1755 RCS

STANDARD ACCIDENT INSURANCE COMPANY
DETROIT

V.L.P. SHRIVER AGENCY, General Agent
1801 UNION BANK BLDG.
PITTSBURGH 22, PENNSYLVANIA
Phone Grant 1-7800

July 9, 1956

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

JUL 10 1956 WI 4

Dear Dick:

Re: John E. Swartout D|A - 1/10/55
Asbestosis Claim

This will acknowledge receipt of your letter dated July 6th, enclosing photostatic copies of notices which you received from the California Industrial Accident Commission, in connection with the above.

We have referred the matter to the San Francisco Office of the Standard Accident Insurance Company for the necessary attention.

Thanking you, we are

Very truly yours,

V. L. P. SHRIVER AGENCY

D. B. Edgar

DBE:map

July 6, 1956

Mr. J. E. Fannon
Alexander & Alexander, Inc.
2221 North Charles Street
Baltimore 18, Maryland

Dear Jim:

Subject: John E. Swartout
Asbestosis Claim

We are enclosing photostatic copies of notices received from the Industrial Accident Commission, State of California, in connection with the application for adjustment of claim of John E. Swartout.

Since this man was also in our employ prior to 1952, we are sending similar copies to the V-L P. Shriver Agency in Pittsburgh.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

Enclosures

July 6, 1956

V-L P. Shriver Agency
1801 Union Bank Building
Pittsburgh 22, Pa.

Gentlemen:

Subject: John E. Swartout
Asbestosis Claim

We are enclosing photostatic copies of notices received from the Industrial Accident Commission, State of California, in connection with the application for adjustment of claim of John E. Swartout.

We are sending similar copies to Alexander & Alexander, Inc., since this man was still in our employ after 1951.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

SSD

Enclosures