

FILE NAME: Insulators Workers' Comp Claims (IWC)

DATE: 1959

DOC#: IWC019

DOCUMENT DESCRIPTION: Claimant - Cuthbertson, Robert F.

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.

Settled
Dismissed

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

April 25, 1961

FILED APR 26 1961

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

Travelers Policy No. *RUB 3386210*
~~9 LAB 10544~~

Dear Sir:-

Please note disposition made of the following claim:

Date of Accident: July 17, 1954
Claimant: Robert F. Cuthbertson
Location: San Francisco, California
Claim No.: B-8972691
Disposition: \$383.06 - Expense

Remarks: We do not appear to have received a previous report of this case.

Very truly yours,

ALEXANDER & ALEXANDER INC.

G. H. Finley
LOSS DEPARTMENT

Indicate Whether:

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

INTER/

OFFICE COMMUNICATION

Ⓐ **Armstrong CONTRACTING**
January 11, 1961

To J. E. Zeller, Lancaster

From A. L. Stokely, San Francisco

Subject Industrial Accident Commission - California
Case No. 59 OAK 1053
Robert F. Cuthbertson

M.L.A. JAN 11 1961

Attached is a copy of a decision after reconsideration recently received by us.

DJM

Red

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CASE NO. 59 OAK 1053

ROBERT F. CUTHBERTSON

Applicant

vs

PLANT ASBESTOS COMPANY, J. T.
THORPE, WESTERN ASBESTOS COMPANY,
ARMSTRONG CORK, TRAVELERS INSURANCE
COMPANY, INDUSTRIAL INDEMNITY
COMPANY, PACIFIC EMPLOYERS
INSURANCE COMPANY, STANDARD
ACCIDENT INSURANCE COMPANY, and
STATE COMPENSATION INSURANCE FUND

Defendants

DECISION
AFTER RECONSIDERATION

Mailed From San Francisco Office

JAN 4 1961

Industrial Accident Commission
State of California

Reconsideration having been granted herein and the matter having been carefully considered, including the report of examination by the Independent Medical Examiner, 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 the Findings and Order, filed herein December 15, 1959 be, and the same hereby is, affirmed and adopted as the Decision After Reconsideration.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F. A. LAWRENCE

ELTON C. LAWLESS

Commissioners

ROBERT F. CUTHBERTSON

vs.

PLANT ASBESTOS
COMPANY, et al

December 29, 1960

CASE NO. 59 OAK 1053

REPORT OF PANEL ONE

Based upon the report dated March 30, 1960 by Dr. Shipman, Independent Medical Examiner, it is the conclusion of the Panel that applicant did not sustain injury arising out of his employments from July 1947 through December 1958. The Panel further concludes that the disability complained of by applicant was not caused by any injury arising out of and occurring in the course of his employments.

Decision After Reconsideration should accordingly issue.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F. A. LAWRENCE

ELTON C. LAWLESS

Commissioners

ROBERT F. CUTNEBERTSON vs. STATE COMPENSATION INSURANCE FUND, et al.

**Claud M. Dunn, Referee
December 13, 1960**

Claim No. OAK 1653

REPORT OF REFEREE ON DECISION AFTER RECONSIDERATION

Referee Ankala, who heard practically this entire matter, issued a denial award, the claim being one of asbestosis. The matter was exhaustively handled medically. Subsequent to the submission of the same, the parties agreeing upon an independent medical examiner, H. Corwin Hinshaw, M.D., served in this capacity. The Panel, wishing further exploration of the problem, itself authorized an examination by Sidney Shipman, M.D. It was for the cross-examination of this doctor that the matter was assigned to this Referee.

The three doctors, Hinshaw, Shipman and Brown, are in unanimity in their opinion that the applicant does have asbestos particles in his lungs, but they are non-disabling, do not require treatment, and that the degree of observation required as a result thereof is not any more than anyone else. Based thereon this Referee submits as recommendation to the Panel a ratification of the decision originally issued by Referee Ankala. The same is submitted herewith.

CLAUD M. DUNN, Referee

CMD dw

CLAUD M. DUNN, Referee
San Francisco, 7-6-60

**REPORT OF REFEREE
ON HEARING AFTER RE-HEARING GRANTED**

SIDNEY SHIPMAN, M.D., qualifications stipulated, testified that pursuant to the appointment by the Panel, he had seen the applicant and that there had been made available to him the pathological report, laboratory analysis of lung tissue and the reports of Drs. Watson and Hinshaw.

Testified that there was no demonstrable evidence of asbestosis. There was no disability at that time, but the man did have asbestos particles in the lungs, as well as a fibrosis. As the years go by the man may develop symptoms, but he does not have them now. He does have an occupational foundation therefor.

Complaints of chest pain, vague in location, were compatible with asbestosis, and periodic x-rays, due to the presence in the lungs of the asbestos bodies, were indicated the same as for everyone else working in a similar line of wage earning capacity as the applicant, but no greater. Testified that it was his opinion that as yet the man did not have any lung disease. He probably would not have. There was, however, definite evidence of the existence in the man's lungs of asbestos bodies adequate in size to produce the disease. Testified that he made this statement even though the symptoms were not entirely consistent with the diagnosis of asbestosis. He differentiated between silicosis and asbestosis in that silicosis set up a fibrotic reaction which asbestosis did not.

Testified that the applicant ought to have x-rays every six months for several years and then the same every year the same as every other employee similarly employed. Testified it was true that there were bodies present in the lungs and there was some tissue reaction but that these conditions were insufficient to cause disability.

Testified after cross-examination of all the various counsel present that he was still of the same opinion as set forth in his report.

DISPOSITION: (See Minutes of Hearing.)

CLAUD M. DUNN, Referee

CMD:lp

INTER/

OFFICE COMMUNICATION

May 18, 1960



To J. E. Zeller, Lancaster

From A. L. Stokely, San Francisco

MAY 20 1960 WLH

Subject Robert F. Cuthbertson
vs. Employers
Notice of Time & Place of Further Hearing
Case 59 OAK 1053

Attached is our notification of the Time and Place of Further Hearing for the case of the applicant versus the listed defendants.

You will notice that this was also served on Travelers Insurance Company.

We assume you will want to forward to Armstrong Cork Company's Insurance Department.

DJM

Dick
7/20 11/10/70

Red

Before the Industrial Accident Commission
of the State of California

Case No. ~~59 OAK 1053~~

ROBERT P. CUTHBERTSON,

Applicant....

vs.

PLANT ASBESTOS COMPANY, J. T. THORPE,
WESTERN ASBESTOS COMPANY, ARMSTRONG
CORK, TRAVELERS INSURANCE COMPANY,
PACIFIC EMPLOYERS INSURANCE COMPANY,
STANDARD ACCIDENT INSURANCE COMPANY,
INDUSTRIAL INDEMNITY COMPANY, and
STATE COMPENSATION INSURANCE FUND,

Defendant....

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 2202
455 GOLDEN GATE AVENUE
SAN FRANCISCO, CALIFORNIA
JULY 6, 1960 -- 9:00 A. M.

CROSS EXAMINE DR. SHIPMAN
ON RECONSIDERATION GRANTED.

Dated at:

San Francisco, Calif.
May 16, 1960

INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON:

Robert P. Cuthbertson, 2438 Garvin Ave., Richmond, Calif.
Smith & Parrish, 501 Financial Center Bldg., Oakland, Calif.
Plant Asbestos, 1300 - 64th St., Emeryville, Calif.
J. T. Thorpe, 1351 Ocean Ave., Emeryville, Calif.
Western Asbestos, 675 Townsend St., San Francisco, Calif.
Armstrong Cork, 304 Shaw Road, San Francisco, Calif.
Traveler's Insurance Co., 315 Montgomery St., San Francisco, Calif.
Pacific Employers Insurance Co., 244 Pine St., San Francisco, Calif.
State Compensation Insurance Fund, Personal Service
Industrial Indemnity Co., 350 Sansome St., San Francisco 6, Calif.
Hanna & Propoy, 100 Bush St., San Francisco, Calif.
Mullen & Filippi, 315 Montgomery St., San Francisco 4, Calif.
Standard Accident Insurance Co., 433 California St., S.F., Calif.

ROBERT F. CUTHBERTSON

v. PLANT ASBESTOS COMPANY,
J. T. THORPE, et al

May 3, 1960

Case No. OAK 1053

REPORT OF PANEL ONE

Pursuant to request dated April 21, 1960, by applicant, the case should be returned to the calendar for cross-examination of Dr. Shipman, the independent medical examiner.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F. A. LAWRENCE

Mailed From San Francisco Office

ELTON C. LAWLESS

MAY 4 1960
Industrial Accident Commission
State of California

EDWARD J. THOMAS, JR. Deputy
Commissioner

Commissioners

INTER

OFFICE COMMUNICATION

February 11, 1960 **Armstrong** CONTRACTING

PLS

5415

FILE 15 1000 WLL

To J. E. Zeller, Lancaster
From J. S. Taylor, San Francisco
Subject Order Granting Applicant's Petition
for Reconsideration
Robert F. Cuthbertson vs. Employers

Enclosed notice of granting applicant's petition for reconsideration in connection with the above case.
will

We assume you/want to forward this to the Insurance Department.

DJM

Dick
for your info.
5415

AST

1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CASE NO. OAK 1053

3
4 ROBERT F. CUTHBERTSON,

5 Applicant

6 v.

7 PLANT ASBESTOS COMPANY, J. T. THORPE,
8 WESTERN ASBESTOS COMPANY, ARMSTRONG
9 CORK, TRAVELERS INSURANCE COMPANY,
10 INDUSTRIAL INDEMNITY COMPANY,
11 PACIFIC EMPLOYERS INSURANCE COMPANY,
12 STANDARD ACCIDENT INSURANCE COMPANY,
and STATE COMPENSATION INSURANCE FUND,

Defendants

ORDER GRANTING APPLICANT'S
PETITION FOR RECONSIDERATION

Mailed From San Francisco Office

JAN 11 1960
Industrial Accident Commission
State of California

13 GOOD CAUSE APPEARING THEREFOR,

14 IT IS ORDERED that applicant's Petition for Reconsideration,
15 filed herein January 4, 1960, be, and the same hereby is, granted.

16
17 INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

18
19 F. A. LAWRENCE

20 ELTON C. LAWLESS

21 EDMUND J. THOMAS, JR.,

Deputy
Commissioner

22 Commissioners

ROBERT F. CUTHBERTSON

v.

PLANT ASBESTOS
COMPANY, et al

January 28, 1960

Case No. OAK 1

REPORT OF PANEL ONE

The Panel is of the opinion that a report of a
independent medical examiner will be of assist
to it in the determination of the issue presen

The Petition for Reconsideration is therefore
to obtain the opinion of such an examiner, if
parties so agree.

INDUSTRIAL ACCIDEN
OF THE STATE OF

F. A. LAV

ELSON C. LA

EDWARD J. THOMAS

Commissi

**REPORT OF REFEREE ON APPLICANT'S
PETITION FOR RECONSIDERATION
Due date: February 3, 1960**

The employee, an insulator, born May 4, 1928, claims to have sustained an asbestosis.

After hearings, Findings and Order to the effect that applicant did not sustain any injury arising out of or occurring in the course of his employment was served and filed on December 15, 1959.

From this decision applicant petitions for reconsideration contending that the evidence does not justify the denial.

The preponderance of medical evidence in this case clearly indicates that the applicant does not have asbestosis.

It is noted that the applicant quotes from the report of the pathologist as follows:

"asbestos body disposition is moderately advanced."

This is definitely not a finding of asbestosis.

Applicant also quotes from some portions of the testimony of Dr. Crenshaw.

However, the conclusion of H. Corwin Hinshaw, M. D. is to the effect that applicant does not have asbestosis. This is also the conclusion of Cabot Brown, M. D. in his report of November 19, 1959. Dr. Brown was the agreed examiner.

The Answers filed by the various defendants herein are well taken and applicant's Petition for Reconsideration should be denied.

It might further be observed that the opinions of Dr. Hinshaw and Dr. Brown should be good news to the applicant who is working at his old job.

JOHN H. ANKLE, Referee

JHA:re

RC5

DICK
You'll be
INTERESTED IN
THE ATTACHED

1/5/60

INTER/
OFFICE COMMUNICATION

December 23, 1959

Armstrong
CONTRACTING AND SUPPLY
CORPORATION

To J. Zeller, Lancaster
From J. S. Taylor, San Francisco
Subject Notice of Findings & Order
Industrial Accident Commission of
the State of California
Robert F. Cuthbertson

Enclosed findings and order resulting from the claim of Robert F. Cuthbertson vs. various local insulation contractors pertaining to an Asbestosis claim.

You will recall earlier in the year we received from the Armstrong Cork Company a detailed listing of employment of this applicant with the request that we substantiate the products used by him during his tenure of employment and report same to Mr. Richard E. Beaudry, Insurance Adjustor.

I assume you will want to notify the Cork Company of this findings and order.

DJM

1/6/60
west

AST

JOHN H. ANKLES, Referee
Oakland, August 13, 1959

CUTHBERTSON -- 59 OAK 1053
Injury: Asbestosis

REPORT OF REFEREE

The employee, an insulator, born May 4, 1928, claims to have contracted asbestosis as a result of his employment. Nothing has been paid.

ISSUES:

1. Injury.
2. Medical.
3. Statute of limitations.
4. Lack of notice and prejudice.
5. Jurisdiction -- maritime.

APPLICANT testified in substance as follows:

He obtained the employment records from the union and the employers.

In July of 1947 he started to work for the Plant Asbestos Company and worked through January of 1948. The period of employment was about seven months. He worked on ships for this employer, and cork was used for insulation.

He worked for J. T. Thorpe from May to December, 1948, applying asbestos insulation on one job in Tracey and one at Hunter's Point, a power house at PG&E. He cut and fitted asbestos material and used wire and mud in the application. This work went through January of 1949. The places where he worked were enclosed and there would be dust there. Others were on the job.

He then worked for the Western Asbestos Company from January, 1949, to May of 1949. On that job there was also some insulation of asbestos material for PG&E, and also for the Union Oil Company.

Then he worked again for J. T. Thorpe from May 11th through August 10, 1949. This work included Fibreboard Products at Antioch. The work was all in an enclosed area. It was hot and dusty, and there was dust from asbestos material.

From August 11, 1949, through February, 1950, he worked for Plant Asbestos and the work was at Fibreboard Products at Antioch. The work was the same and the conditions the same.

From March 13, 1950, to August 3, 1950, he worked for the Western Asbestos Company on a PG&E power house at Moss Landing. This was the same type of asbestos insulation, and it was in enclosed and dusty places.

On August 20, 1950, to September 3, 1950, he again worked for Plant Asbestos at Galland Laundry. This job was very hot and dusty.

From September 13, 1950, to July 17, 1954, he worked for the Armstrong Cork Company.

There were about nine months at the PG&E plant in Antioch in 1950 and he worked at Travis Air Force Base most of the balance of the time. Also he worked in this period at Regal Pale for two months

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
CLAIM NO. OAK 1053

ROBERT F. CUTHBERTSON

Applicant

vs.

PLANT ASBESTOS COMPANY, J. T. THORPE,
WESTERN ASBESTOS COMPANY, ARMSTRONG
CORK, TRAVELERS INSURANCE COMPANY,
INDUSTRIAL INDEMNITY COMPANY,
PACIFIC EMPLOYERS INSURANCE COMPANY,
STANDARD ACCIDENT INSURANCE COMPANY,
and STATE COMPENSATION INSURANCE FUND

Defendants

FINDINGS AND ORDER

The above entitled matter having been regularly submitted
before John H. Ankele, Referee, said Referee now makes his decision
as follows:

FINDINGS OF FACT

1. The applicant was employed by the various employers
above named from July, 1947 through December, 1958, and alleges
that he sustained an injury arising out of and occurring in the
course of his said employments, consisting of asbestosis.

2. Applicant did not sustain any injury arising out of
or occurring in the course of his employments from July, 1947 through
December, 1958.

3. The disability of which applicant complains was not
proximately caused, or caused at all, by any injury arising out of
or occurring in the course of his employments, or by his employments.

ORDER

IT IS HEREBY ORDERED that applicant take nothing by
reason of his claim asserted in this proceeding.

JOHN H. ANNEALS, Referee
Oakland, August 13, 1959

CUTHBERTSON -- 59 OAK 1053
Injury: Asbestosis

REPORT OF REFEREE

The employee, an insulator, born May 4, 1928, claims to have contracted asbestosis as a result of his employment. Nothing has been paid.

ISSUES:

1. Injury.
2. Medical.
3. Statute of limitations.
4. Lack of notice and prejudice.
5. Jurisdiction -- maritime.

APPLICANT testified in substance as follows:

He obtained the employment records from the union and the employers.

In July of 1947 he started to work for the Plant Asbestos Company and worked through January of 1948. The period of employment was about seven months. He worked on ships for this employer, and cork was used for insulation.

He worked for J. T. Thorpe from May to December, 1948, applying asbestos insulation on one job in Tracey and one at Hunter's Point, a power house at PG&E. He cut and fitted asbestos material and used wire and mud in the application. This work went through January of 1949. The places where he worked were enclosed and there would be dust there. Others were on the job.

He then worked for the Western Asbestos Company from January, 1949, to May of 1949. On that job there was also some insulation of asbestos material for PG&E, and also for the Union Oil Company.

Then he worked again for J. T. Thorpe from May 11th through August 10, 1949. This work included Fibreboard Products at Antioch. The work was all in an enclosed area. It was hot and dusty, and there was dust from asbestos material.

From August 11, 1949, through February, 1950, he worked for Plant Asbestos and the work was at Fibreboard Products at Antioch. The work was the same and the conditions the same.

From March 13, 1950, to August 3, 1950, he worked for the Western Asbestos Company on a PG&E power house at Moss Landing. This was the same type of asbestos insulation, and it was in enclosed and dusty places.

On August 20, 1950, to September 3, 1950, he again worked for Plant Asbestos at Galland Laundry. This job was very hot and dusty.

From September 13, 1950, to July 17, 1954, he worked for the Armstrong Cork Company.

There were about nine months at the PG&E plant in Antioch in 1950 and he worked at Travis Air Force Base most of the balance of the time. Also he worked in this period at Regal Pale for two months where they used cork insulation.

he worked for Plant Asbestos Company which was all asbestos work at various schools, and he worked continually for Plant Asbestos through December, 1958, except when he was off on account of a leg injury in 1957. The work was all asbestos work, mostly in boiler rooms and close quarters.

He saw Dr. Crenshaw on July 29, 1958, on reference from Dr. Lawrence, his family doctor. He had seen Dr. Lawrence two or three weeks before and he did have pneumonia in February, 1958. He had surgery at Richmond Hospital on August 3, 1958, and he was advised by Dr. Crenshaw following the surgery that his condition was due to his work. He had worked through August 10, 1958, and was off three months, and he returned to work at Plant Asbestos on November 4, 1958.

Before his surgery there were no masks worn on the job. He is doing the same type of insulation work now but wears a mask when on the job, continuously. He has slowed down physically and he hurts all the time.

He did not work on the Burgermeister Brewery for Armstrong but he did work at Napa State Hospital for Armstrong. That was asbestos insulation work and living quarters, all underneath the building. He did not use wool felt there.

He recalls working at the State Employment Building in San Francisco for about a week, insulating the storage tank.

He does not remember doing the job at Borden's Dairy in Oakland but he could have been on that job.

He worked in a radio transmission station between Davis and Winter one day. He did not work on the Camp Beale job. He worked at a refinery in Rodeo two weeks or so in tunnels under the highway, insulating.

The Travis Air Force Base job took nearly two years. There was some wool felt used on that job, but mostly asbestos.

He believes that McKeesby and Madison were the manufacturers of the asbestos pipe covering, and it is known as magnesia pipe covering, eighty-five per cent magnesium. They use some Fibreglass, and up to 1953 or 1954 he does not remember if they used any Johns-Mansville products. On heating pipes they generally use asbestos pipe covering.

He has a twin brother named Jack and he worked with his brother at all times, and they were inseparable. He knew his brother had surgery at the hands of Dr. Crenshaw, and he had Dr. Thompson check him after his second operation in 1954. At that time Dr. Thompson had X-rays taken. He did go to Dr. Thompson to see if there was any danger about his having asbestosis. He went two or three times. He is not sure when the second X-rays were taken.

When he had pneumonia he changed to Dr. Brown. When he first saw Dr. Brown he had tightness of the chest and pain. He had X-rays taken at Richmond Hospital at that time for pneumonia. He informed Dr. Brown that his brother had lung trouble but he did not inform Dr. Brown of the previous check-ups he had at the hands of Dr. Thompson.

It was after he got out of the hospital

He informed the Plant Asbestos Company that he was going to the hospital. He believes that Blue Cross paid most of the medical bills and some of Dr. Crenshaw's bill. He paid about \$50. in hospital bills.

He drew unemployment disability benefits at \$50. a week all the time he was off, and he also received \$12. a day for hospitalization.

He knew that his brother Jack had a proceeding before the Industrial Accident Commission.

He understands that diatomaceous earth is the same as asbestos.

When he saw Dr. Thompson for a chest check-up he had no chest pains. At that time he was working for Armstrong Cork. Dr. Thompson told him everything looked all right.

In May or June, 1958, he began having chest complaints. He stopped smoking on the advice of Dr. Crenshaw. He was troubled with shortness of breath last year. He was off a week after he returned to work in November, 1958, and then he was off another week because of his chest.

The eighty-five per cent magnesium pipe covering that they used is manufactured by Pabco. They always use Pabco materials.

He did not lose any time before August of 1958 because of his chest.

He also worked in some old buildings for Plant Asbestos. He did not have pneumonia before February, 1958. He did refuse to work on a job recently because they did not have a blow fan.

He is still under Dr. Crenshaw's care. His present complaints are in effect that: he has slowed down, he has some pain, he cannot sleep as well, and it is hard to work.

He has been a foreman since 1954 on.

J. T. Thorpe was all block work and that ^{was} worse in respect to dust. This was eighty-five per cent magnesium pipe covering. It was made by Pabco.

He has covered all the employers for which he worked but he does not remember all the odd jobs.

He worked along with his brother from 1949 through all of 1950. He does not do home insulation.

Prior to 1947 he was an able-bodied seaman in the Merchant Marine, and he did not have a history of having a lot of colds. He perhaps would get one or two a year. In his bout with pneumonia he was in Richmond Hospital about three weeks and stayed home about six weeks. He felt fairly good after that.

He cannot pinpoint the time when his chest pain developed. It was either in May or June of 1958. He got so bad he saw a doctor in July.

It can be very dusty when they cut asbestos. They cut it on the job as they went along, and the pounding and fitting would always cause dust.

OAKLAND

October 22, 1959.

RICHARD E. BEAUDRY, called by the Defendants Travelers Insurance Company and Standard Accident, testified in substance as follows: He is an independent insurance adjuster. He reviewed the job records on which the applicant worked between 1950 and 1954 at the Armstrong Cork office. He worked with J. S. Taylor, the plant manager. A tabulation was made in the home office in response to a letter of August 3, 1959 (Defts. Ex. 5). The information under the column "Materials" was made as the result of his investigation of the obtainable contracts. The percentage in this column "Materials" stated the amount of material used on the job and not their content. The initials MPC stood for magnesium pipe covering; EG for "fibreglass." Where there is a dash in the materials column, the contract could not be found. He made a special study on the job at Travis Air Force Base. These were marked as indicated by the X's. This tabulation supposedly covers all of applicant's employment with Armstrong Cork.

VICTOR SAGUES was called by the Defendants Travelers Insurance Company and Standard Accident, and testified in substance as follows: He is the president of the Sacomo Manufacturing Company. They manufacture pipe insulation, pump packings and the like. He has had 25 years of experience. He started in 1934 with the Plant Rubber & Asbestos Company, and worked with them until April 1, 1948, when their factory was bought by Sacomo Manufacturing Company. They manufacture wool felt insulation. They obtain their materials from other manufacturers. They use crepe wool felt, which is laminated, and then covered by asbestos paper. This is then covered with muslin and the muslin will overlap about one and one-half inches at one end of a 36 inch section. Wool felt is about 30% rag base, and 50 to 60% wood pulp of the kraft stock. Next to the pipe there is a water-proof tarpaulin. The asbestos paper is a six pound asbestos paper, and is filled within the wool felt paper for a three inch thick wall. 13 to 14 layers of wool felt are used. This is the standard wall. They will have smaller and larger walls on the insulation. The asbestos paper is 40 to 50% asbestos fibre. The balance is wood pulp and Kraft stock. There are fillers and sizing to give the stiffness. In the manufacture of air cell insulation, they use a six pound asbestos, which is corrugated, and then four layers are laminated to build up a one inch wall. Adhesive used is silicate of soda, sometimes known as water glass. This is also wrapped with a muslin and put out in 36 inch lengths with an inch and a half muslin overlap. The wool felt insulation is generally used on cold lines. The air cell insulation is used on hot water lines. The insulation material is cut with knives, table saws or hand saws. The joints are probably attached with asbestos cement. He did not know because he does not install any covering. Unibestos is made of amosite asbestos fibre, with bundles of sodium silicate. Amosite is a long asbestos fibre that is mined in South Africa. These fibres are as long as five and six inches. White asbestos or chrysotile is mined in greater abundance in Canada. These fibres are about 3/8ths inches in length. He is familiar with the 85% magnesium pipe covering.

PAUL NIETO, called by Defendant Industrial Indemnity Company, testified in substance as follows: He is vice president of Plant Asbestos. He has been with them for 12 years. He knows Cuthbertson, and has known him for the last six years. He is familiar with the over-all materials used by the company. They use 85% magnesium pipe covering, fibreglass and wool felt. They also use foam glass, cork, and air cell covering. He does not know the breakdown or content of 85% magnesium pipe covering, but there is a certain amount of asbestos material. The asbestos materials would be adhesives and cements. The last two years they primarily would be fibreglass materials. Five or six years ago Cuthbertson worked under his direct supervision. He then had no lung complaints. He had heard that Jack Cuthbertson, the applicant's brother, had lung trouble, and that the applicant was troubled and worried. They do not manufacture the pipe covering but they buy most of it from Pabco. They use 85% magnesium powder cement, which they mixed with water in the work.

GERALD CRENSHAW, M.D., testified in behalf of the applicant in substance as follows: He is duly licensed to practice medicine in the State of California. His specialty is diseases of the chest. Asbestosis caused the applicant's disability as it caused an improper bronchial drainage. A piece of lung taken out at the lobectomy indicated the presence of asbestos fibres. The applicant was still under his care. His various employments were the only places where he could have gotten asbestos in his lungs, and he will need observation for some period of time.

He first saw the applicant July 29, 1958. He never took a complete work history but he had a history of recurrent attacks of pneumonia previously last year. There were X-rays taken in October 1953, November 1954 and March 1956. He can not tell if he had all those X-rays but he attempted to get them. He does not remember if he reviewed the reports at Herrick Hospital. The X-rays taken at the Richmond Hospital on August 15, 1958. A bronchoscopy was made on August 13, 1958. He certainly saw an X-ray report before the operation. The X-rays show an infiltration but they did not demonstrate what the infiltration was. He submitted the lung tissue to the pathologist at the Richmond Hospital and received a report as indicated in the hospital record. A specimen was then sent to the laboratory of the State Department of Health. He never received a written report from the State laboratory but he received an oral report from Dr. Singman, a pathologist.

Dr. Crenshaw was recalled in the afternoon, and testified further in substance as follows: The applicant returned to work roughly two months after the surgery. He generally sees him once a month unless he is suffering from respiratory infection. He must be properly treated. He gives him pressure breathing and antibiotics. Antibiotics were prescribed on February 16, 1959 because there was a respiratory infection and a sore throat. Also treated him February 20, 1959. At that time he felt he was getting over the infection. In June of 1959 he had a 100 degree temperature and further antibiotics were prescribed.

This is the third asbestosis case that he has had in his experience. Other cases were that of applicant's brother and a Mr. Thorsted. Their employment record was similar to that of Cuthbertson, in fact, Cuthbertson's work history was identical

The biopsy was major surgery, and was diagnostic. He did not feel that fibreglass had a great effect. Recent surgery indicates that it should be avoided. He told the applicant that he had asbestosis right after the surgery. Asbestos within the lung impairs the function of the lung. Elastic fibres of the lung are affected.

DAVID SINGMAN, M.D., called by the Defendant Travelers Insurance and Standard Accident, testified in substance as follows: He is duly licensed to practice medicine in the State of California. His specialty is pathology. He does the pathology at Richmond Hospital. He received the specimen indicated by the hospital report. He does not know the exact number of actual specimens. He submitted specimens to the State Department of Health on December 8, 1958 at the request of Dr. Crenshaw. He brought them up to the Department of Health himself. He also received the report of A.A. Soave, a doctor of veterinary medicine. He was then called to Sacramento, where they had special X-ray diffraction apparatus, and the quantity of formed asbestos was even demonstrated in the tissue, as indicated by the report of the State Department of Health. It follows therefore, that there was asbestos in the lungs but not enough to show in ordinary X-ray technique. He can not tell from the report as to the quantities of materials found. He called Dr. Crenshaw when he received the report, but he can not recall if he sent copies of the state report to Dr. Crenshaw but he usually does.

If Dr. Crenshaw did not get a written copy of the report the fault was that of the witness. He, himself, did not see any abnormality of the bronchii if it is not in his report. Dr. Crenshaw was unhappy with his first pathological report because Dr. Crenshaw had expected to find asbestos, and therefore, suggested that it be sent to the State. Fibrosis is usually found in asbestosis cases as is usual in silicosis cases and generally, the particles can be seen. Most of the noxious agents that affect the lung will cause fibrosis.

ROBERT CUTHBERTSON, recalled, and testified in his own behalf as follows: He did not work at the Pacific Coast Portland Cement plant on May 11, 1952, nor on the Walnut Creek School on June 29, 1952, nor at Camp Beale on May 3, 1953. It was the practice of the company to shift the payroll records to another job when there was a loss on a job from which the payroll report was submitted. He recalls all the jobs in the tabulation except the three he mentioned. He is not a cork man so he does not use too much cork. He believes that he just used cork for about a week in his employment with Armstrong.

DISCUSSION AND DECISION:

On December 3, 1959 the report of Cabot Brown, M. D., the agreed medical examiner, was served and filed.

It would appear that the report of Dr. Brown resolves any apparent medical conflict heretofore existing in this case. Dr. Brown concluded that the applicant does not have asbestosis. Therefore, a denial must issue.

August 14, 1959

Mr. J. S. Taylor
Armstrong Contracting and Supply Corporation
304 Shaw Road
South San Francisco, Calif.

Dear Mr. Taylor:

In case you did not receive a copy of the Beaudry & Wilson letter, we enclose a Thermo-Fax and worksheets containing part of the information requested in the Beaudry & Wilson letter.

Records for the year 1950 have been destroyed so that the Payroll Department listed only those contracts worked on by R. F. Guthbertson starting in 1951. Arthur Boardman, Controller's Department, then listed with whom and where we had the contract. Where the information is not entered, Arthur was unable to locate the particular files. Thought perhaps your files might disclose this information in which case you could complete the information Beaudry & Wilson is looking for.

In view of the first sentence in the last paragraph, page one, of Mr. Beaudry's letter, will you please contact him at your earliest convenience.

Very truly yours,

ARMSTRONG CONK COMPANY

R. C. Schiedt, Jr.
Insurance Department

JH

Enclosures

J. E. Zeller, ACRS, Lancaster



BEAUDRY & WILSON • INSURANCE ADJUSTORS

420 MARKET STREET • SAN FRANCISCO 11, CALIFORNIA • EXBROOK 7-4171

August 3, 1959

The Armstrong Cork Company
Lancaster, Pennsylvania

Attn: R. C. Schiedt, Jr.
Insurance Dept.

RE: Robert F. Cuthbertson vs. Armstrong
Cork Company
Our File: 59-199

Gentlemen:

We have been assigned to do some investigation work on the above case by Mr. Ivan Schwab of Hanna & Brophy's office, who are handling the hearing before the Industrial Accident Commission for the Traveler's and Standard Accident Insurance Companies. This case has been set for August 13, 1959.

In order for us to complete our investigation, it is necessary that we obtain some information from you and also a letter which can be submitted to the Industrial Accident Commission in the event we are unable to prepare the case in time. The information we require is the name and number of each job Mr. Cuthbertson was employed upon during the period September 13, 1950 to July 17, 1954. With this job name and number, we can then obtain the necessary information from your local office, Armstrong Contracting and Supply Company, which will enable us to determine what type of materials were used and handled by Mr. Cuthbertson. *mailed*

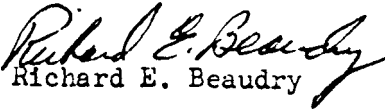
As you know, Mr. Cuthbertson has filed a claim for asbestoses. We are trying to determine the amount of materials he handled containing asbestos, and the amount not containing asbestos.

The above information as to the name and number of the job should be sent directly to us as soon as possible. In the meantime, we would appreciate your writing a letter direct to Mr. Ivan Schwab, Attorney, Hanna & Brophy, 1540 San Pablo Avenue, Oakland, California, stating that there will be some delay in developing the information in this case. Please include in your letter the reasons for this delay, i.e., distance involved and inaccessibility of the records.

Mr. Schwab can then use this letter at the time of the hearing on August 13, 1959, to request an extension of time and another hearing, in the event our investigation is not completed. Thank you for your courteous and prompt reply in this matter.

Cordially yours,

BEAUDRY & WILSON


Richard E. Beaudry

REB:ms

Robert F. Cuthbertson 568-28-7686

San Francisco

Hired - 9-6-50 out 5-12-52 strike

6-2-52

6-27-52 vac.

7-28-52

9-2-53 strike

9-30-53

7-14-54 quit

forward at



James Anthony Cook

Georg & Joshua San Francisco, Cal. - University of Cal Berkeley, Cal

Massena, Apr. 9, 1901. - To Nelson School, South Arcadia

London County Council, London, England

2. 4. Subtotal, Martins, Cal - General Annual, Census Cal

George Jackson, San Francisco, Cal. - Victor J. Brady, Berkeley, Cal.

Rephrasing: Hanson Los Angeles, Cal - San Jose N. C. - San Jose, Cal

March 22 Fresno, Cal. - Shoshone Nat. Park, Shoshone, Cal.

T 8-18-59

August 5, 1959

Mr. Ivan Schwab
Hanna & Brophy
1540 San Pablo Avenue
Oakland, Calif.

Dear Mr. Schwab:

Subject: Robert F. Guthbertson vs. Armstrong
Cork Company

We find the job of accumulating the detailed information you requested in connection with the claim of Robert F. Guthbertson for the years 1950, 1951, 1952, 1953, and 1954 will take longer than we had estimated.

In addition to the San Francisco office, several different departments here in Lancaster are involved, and with this month's vacations, we believe it could be the end of August before the information can be accumulated.

We trust this delay will not seriously inconvenience you, and we will make every effort to supply you with the information as promptly as possible.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

JES

Beaudry & Wilson
420 Market Street
San Francisco 11, Calif.

J. S. Taylor, AC&S, San Francisco
J. E. Zeller, AC&S, Lancaster

Emma and Beryl
2540 San Pablo Avenue
Oakland, California

Gentlemen:

Subjects: B-6972691.
Re: Robert F. Guthbertson
Armstrong Cork Company
B/A 7-14-54

The Travelers Oakland office requested that we
the earnings record of Robert F. Guthbertson &
by Travelers woman's compensation policies.
years 1952, 1953 and 1954 are enclosed.

We advise as a skilled insulation mechanic in
various types of pipe coverings and block insu-
lation of buildings, and the use of insulating ce-
lused are manufactured from a number of differ-
ent, in part, cork covering, asbestos felts, re-
inforced with asbestos fibers, glassmastic
mineral filler and slag mineral wool.

We know your attorney's both in your San Francisco
have had considerable experience handling such
If you require more details regarding working
contact our Mr. J. B. Taylor, manager of the
Armstrong Cork Company, whose address is
of Armstrong Cork Company, whose address is
Franklin.

Very truly yours,

ARMSTRONG CORK CO.

R. C. Gehlert, Jr.
Insurance Department

Enclosures

J. B. Taylor, ASAB, Lancaster
J. B. Taylor, ASAB, San Francisco

R. E. Brown, Travelers adjuster
Oakland (Enc.)

W. B. Hoffert

INTER

OFFICE COMMUNICATION

Armstrong CONTRACTING
July 22, 1959

To J. E. Zeller, Lancaster
From J. S. Taylor, San Francisco
Subject Robert F. Guthbertson
Request for information

Enclosed are duplicate copies of Travelers Insurance letter dated July 21st which is self explanatory.

It is our understanding that this will be handled by the Armstrong Cork Company's Insurance Department. If we can be of any further help, please let us know.

DJM

J. G. Murphy, Sacramento

P.S. Please forward the original copy to Armstrong Cork Company for their action.

The Travelers

CLAIM DEPARTMENT
J. A. JOHNS, Claim Manager

The Travelers Insurance Company
The Travelers Indemnity Company

BRANCH OFFICE
1956 Webster Street
OAKLAND 12, CALIFORNIA
Telephone TEmplebar 2-8200

July 21, 1959

Armstrong Cork Company,
304 Shaw Road,
San Francisco, California.

B-8972691
Re: Robert F. Cuthbertson
Armstrong Cork Co.
d/a 7-14-54

Gentlemen:

Please submit a statement, in quadruplicate, indicating all inclusive dates of Mr. Cuthbertson's employment; his salary (by the hourly wage and gross for the years 1953 and 1954; whether he was hired as a regular or temporary employee; his job title and a brief resume of his duties; whether his duties brought him into contact with asbestos, and if so, to what degree; whether or not he was exposed to other materials which might have a deleterious effect upon the lungs over a period of time, and if so, the nature of the substance and the degree of exposure; and whether or not Mr. Cuthbertson ever made any complaint with respect to exposure to deleterious substances or alleged ill ness as a result of alleged exposure.

Please forward the original and two copies direct to our attorneys, Hanna and Brophy, 1540 San Pablo Avenue, Oakland, Calif., with the third carbon copy to this office.

Your prompt and complete cooperation with our counsel is earnestly solicited, as this matter is set for a hearing before the Industrial Accident Commission on August 13, 1959.

Very truly yours,

N. H. Abreu
N. H. Abreu
Adjuster

NH:J
cc: Hanna & Brophy, Oakland

Sp: Carbonium

Mr. Dr. Jones has already by
our company on an electric lamp during
the time indicated above

in case of a fire, included the
insurance of various types of fire coverages & listed
the use of building materials. These products
are manufactured from a number of different
raw materials including asbestos, mica, magnesium
carbonate, and will also be found in asbestos
adhesives combined with mineral fillers, clay mineral
cork, etc.

The degree of exposure to the various conditions
or admixtures is also an important consideration
of heat and prolonged periods of time when exposure
to such conditions are necessary.

" or carbonates, etc.

Sp: Carbonium
The degree of exposure to the various conditions
or admixtures is also an important consideration
of heat and prolonged periods of time when exposure
to such conditions are necessary.

Name **Guthbertson, Robert**

Address **2438 Garvin Street, Richmond, California**

Change of Address

100-2000 Location	100-2000 Date	568	28	7686	S. F.
Alt. Office	Alt. Office	5	4	28	5. 7
Local No.	Occupation	Pipe Coverer			

Date		Termination Due to	Pack No.	Pay Period Ends	Hours		Rate		Calif.		Days	Wages	Days	Wages	Days	Wages	Days	Wages	Exempt Wage		EMPLOYEE DEDUCTIONS					
Hired	Disch.				O.T.	ST.	O.T.	ST.	Days	Wages									Federal	State	F.I.C.A.	Withholding	State Unemp.	Other	Tot.	
	1-2		112	1-4	32		3.025		4	96.80											1.45	11.70				1.22
	1-7		134	1-11	40		"		5	121.00											1.22	16.80				1.22
	1-16		141	1-17	40		"		5	121.00											1.22	16.80				1.22
	1-23		156	1-25	40		"		5	124.03											1.56	16.80				1.54
	1-30		157	2-1	40		"		5	124.03											1.26	16.80				1.24
	2-6		130	2-8	40		"		5	121.00											1.22	16.80				1.22
	2-13		150	2-15	40		"		5	121.00											1.22	16.80				1.22
	2-20		159	2-22	40		"		5	121.01											1.52	16.80				1.50
	2-27		116	3-1	32		"		5	96.80											1.45	11.70				1.22
	3-6		129	3-8	40		"		5	121.00											1.22	16.80				1.22
	3-13		154	3-15	32		"		4	96.80											1.45	11.70				1.22
	3-20		174	3-22	40		"		5	121.00											1.22	16.80				1.22
1st Quarter Total Fed.			1385.47		Total St.		1385.47												20.91		116.30		12.11			
	3-27		112	3-29	40		"		5	121.00											1.22	16.80				1.22
	4-3		132	4-5	40		"		5	121.00											1.22	16.80				1.22
	4-10		146	4-12	40		"		5	121.00											1.22	16.80				1.22
	4-17		164	4-19	40		"		5	121.00											1.22	16.80				1.22
	4-24		187	4-26	40		"		5	121.00											1.22	16.80				1.22
	5-1		120	5-3	40		"		5	121.00											1.22	16.80				1.22
	5-8		131	5-12	40		"		5	121.00											1.22	16.80				1.22
	5-15		155	5-17	40		"		5	121.00											1.22	16.80				1.22
	5-22		167	5-23	40		"		5	121.00											1.22	16.80				1.22
	5-29		114	5-31	40		"		5	121.00											1.22	16.80				1.22
	6-5		132	6-7	40		"		5	121.00											1.22	16.80				1.22
	6-12		145	6-14	36		"		5	108.91											1.63	13.30				1.22
	6-19		154	6-21	40		"		5	121.00											1.22	16.80				1.22
2nd Quarter Total Fed.			1560.91		Total St.		1560.91												23.47		215.41		15.21			
2nd Quarter Form 2574-11-53 Ref. White			Total Fr. Payable Fr.																							

2nd Quarter
Form 2574-11-53
Ref. White

Total Fr.
Taxable Fr.

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July 29, 1959

Standard Accident Insurance Company
840 West San Bruno Avenue
San Bruno, California

Gentlemen:

Subject: 96-S 960794
Armstrong Cork Company ✓
Robert F. Outhbertson
Date of Disability: 8/1/58
Policy: AX 688800
1/1/50 to 1/1/51

As requested in your July 22nd letter, we enclose, in duplicate, the 1950 and 1951 earnings record of Robert Outhbertson. Standard Accident Insurance Company insured Armstrong Cork Company during the years 1950 and 1951.

Similar photostats for the years 1952, 1953 and 1954 have been sent to The Travelers Oakland office, which insured Armstrong Cork Company the three years in question.

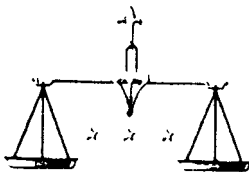
Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

John E. Keller, ACHS, Lma.
John S. Taylor, ACHS, San Francisco

Enclosures



SYMBOL OF SERVICE FOR 75 YEARS

Standard Accident Insurance Company

INCORPORATED 1884

CASUALTY • FIRE • MARINE • FIDELITY • SURETY

ROY W. SMITH
MANAGER

NORTHERN CALIFORNIA BRANCH OFFICE

840 WEST SAN BRUNO AVENUE
SAN BRUNO, CALIF.

PHONE JUNG 3-4000

JUL 24 1959

JULY 22, 1959

AIR MAIL

ARMSTRONG CORK COMPANY
LANCASTER, PENNSYLVANIAATTN: R. C. SCHIEDT, JR.
INSURANCE DEPT.

RE: 96-C 960794

ARMSTRONG CORK COMPANY

ROBERT F. CUTHBERTSON

DATE OF DISABILITY: 8-1-58

POLICY: AZ 688800

1-1-50 TO 1-1-51

GENTLEMEN:

YOU WILL RECALL THAT ON JUNE 15, 1959 WE ASKED YOUR HELP REGARDING EMPLOYMENT RECORD OF ROY THORSTED AND WHICH WE DULY RECEIVED AND FOR WHICH WE THANK YOU. NOW WE MUST CALL ON YOU AGAIN FOR THE EMPLOYMENT RECORD OF THE ABOVE CAPTIONED CLAIMANT WHO IS NOW PRESENTING A CLAIM FOR ASBESTOSIS.

THE EMPLOYMENT RECORD WE HAVE RECEIVED INDICATES MR. CUTHBERTSON WORKED FOR YOUR COMPANY FROM SEPTEMBER 13, 1950 THROUGH JULY 17, 1954 INCLUSIVELY. WE ARE ENCLOSING ENOUGH FORMS FOR YOU TO COMPLETE FOR THIS ENTIRE 5 YEAR PERIOD AND ASK THAT YOU RETURN TO US AS SOON AS POSSIBLE INASMUCH HEARING BEFORE THE INDUSTRIAL ACCIDENT COMMISSION IS SET FOR AUGUST 13, 1959.

WE WISH TO THANK YOU FOR YOUR COURTESY AND COOPERATION FOR THIS AND PAST REQUESTS ON THESE CLAIMS.

VERY TRULY YOURS,

VERA E. DOWLING
CLAIM REPRESENTATIVE

VED/MS
ENCL3.

CC: V.L.P. SHRIVER AGENCY
CC: HANNA & BROPHY, ATTORNEYS

1952

1953

1954

1955

1956

[illegible]

July 29, 1959

Standard Accident Insurance Company
840 West San Bruno Avenue
San Bruno, California

Gentlemen:

Subjects: 96-G 960794
Armstrong Cork Company
Robert F. Guthbertson
Date of Disability: 8/1/58
Policy: AZ 688800
1/1/50 to 1/1/51

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Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

John E. Zaller, AC&S, Lanc.
John S. Taylor, AC&S, San Francisco

Enclosures

[illegible]

3000 Cutting Blvd.	San Francisco, Calif.
Calif	Richmond, Calif.

[illegible]

[illegible]

568 28 7686

Outhbertson, Robert										10-11-12		11-12-13		12-13-14		13-14-15		14-15-16		15-16-17		16-17-18		17-18-19		18-19-20		19-20-21		20-21-22		21-22-23		22-23-24		23-24-25		24-25-26		25-26-27		26-27-28		27-28-29		28-29-30		29-30-31		30-31-32		31-32-33		32-33-34		33-34-35		34-35-36		35-36-37		36-37-38		37-38-39		38-39-40		39-40-41		40-41-42		41-42-43		42-43-44		43-44-45		44-45-46		45-46-47		46-47-48		47-48-49		48-49-50		49-50-51		50-51-52		51-52-53		52-53-54		53-54-55		54-55-56		55-56-57		56-57-58		57-58-59		58-59-60		59-60-61		60-61-62		61-62-63		62-63-64		63-64-65		64-65-66		65-66-67		66-67-68		67-68-69		68-69-70		69-70-71		70-71-72		71-72-73		72-73-74		73-74-75		74-75-76		75-76-77		76-77-78		77-78-79		78-79-80		79-80-81		80-81-82		81-82-83		82-83-84		83-84-85		84-85-86		85-86-87		86-87-88		87-88-89		88-89-90		89-90-91		90-91-92		91-92-93		92-93-94		93-94-95		94-95-96		95-96-97		96-97-98		97-98-99		98-99-100	
10-11-12	11-12-13	12-13-14	13-14-15	14-15-16	15-16-17	16-17-18	17-18-19	18-19-20	19-20-21	20-21-22	21-22-23	22-23-24	23-24-25	24-25-26	25-26-27	26-27-28	27-28-29	28-29-30	29-30-31	30-31-32	31-32-33	32-33-34	33-34-35	34-35-36	35-36-37	36-37-38	37-38-39	38-39-40	39-40-41	40-41-42	41-42-43	42-43-44	43-44-45	44-45-46	45-46-47	46-47-48	47-48-49	48-49-50	49-50-51	50-51-52	51-52-53	52-53-54	53-54-55	54-55-56	55-56-57	56-57-58	57-58-59	58-59-60	59-60-61	60-61-62	61-62-63	62-63-64	63-64-65	64-65-66	65-66-67	66-67-68	67-68-69	68-69-70	69-70-71	70-71-72	71-72-73	72-73-74	73-74-75	74-75-76	75-76-77	76-77-78	77-78-79	78-79-80	79-80-81	80-81-82	81-82-83	82-83-84	83-84-85	84-85-86	85-86-87	86-87-88	87-88-89	88-89-90	89-90-91	90-91-92	91-92-93	92-93-94	93-94-95	94-95-96	95-96-97	96-97-98	97-98-99	98-99-100																																																																																																			
10-11-12	11-12-13	12-13-14	13-14-15	14-15-16	15-16-17	16-17-18	17-18-19	18-19-20	19-20-21	20-21-22	21-22-23	22-23-24	23-24-25	24-25-26	25-26-27	26-27-28	27-28-29	28-29-30	29-30-31	30-31-32	31-32-33	32-33-34	33-34-35	34-35-36	35-36-37	36-37-38	37-38-39	38-39-40	39-40-41	40-41-42	41-42-43	42-43-44	43-44-45	44-45-46	45-46-47	46-47-48	47-48-49	48-49-50	49-50-51	50-51-52	51-52-53	52-53-54	53-54-55	54-55-56	55-56-57	56-57-58	57-58-59	58-59-60	59-60-61	60-61-62	61-62-63	62-63-64	63-64-65	64-65-66	65-66-67	66-67-68	67-68-69	68-69-70	69-70-71	70-71-72	71-72-73	72-73-74	73-74-75	74-75-76	75-76-77	76-77-78	77-78-79	78-79-80	79-80-81	80-81-82	81-82-83	82-83-84	83-84-85	84-85-86	85-86-87	86-87-88	87-88-89	88-89-90	89-90-91	90-91-92	91-92-93	92-93-94	93-94-95	94-95-96	95-96-97	96-97-98	97-98-99	98-99-100																																																																																																			
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Year 1954		568	23	7686
Location		5	28	5
Alt. Cont.		Pipe Coverer		
Name		MAYOR BRIDGES		

Cuthbertson, Robert

2438 Garvin St., Richmond, Calif

Change of Address

Calif.

[illegible]

Year 1957

... ..

15

07-016

Ottobertson, Robert

2438 Garvin St., Richmond, Calif.

Number

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Birth

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1997

1990

Designs

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Change of Address:

PROFESSOR

Calif

EMPLOYER DEDUCTIONS

[illegible]

The Travelers

The Travelers Insurance Company
The Travelers Indemnity Company

CLAIM DEPARTMENT
J. A. JOHNS, Claim Manager

BRANCH OFFICE
1956 Webster Street
OAKLAND 12, CALIFORNIA
Telephone: TEmplebar 2-8200

July 21, 1959

Armstrong Cork Company,
304 Shaw Road,
San Francisco, California.

B-8972691
Re: Robert F. Cuthbertson
Armstrong Cork Co.
d/a 7-14-54

Gentlemen:

Please submit a statement, in quadruplicate, indicating all inclusive dates of Mr. Cuthbertson's employment; his salary (by the hourly wage and gross for the years 1953 and 1954; whether he was hired as a regular or temporary employee; his job title and a brief resume of his duties; whether his duties brought him into contact with asbestos, and is so, to what degree; whether or not he was exposed to other materials which might have a deleterious effect upon the lungs over a period of time, and if so, the nature of the substance and the degree of exposure; and whether or not Mr. Cuthbertson ever made any complaint with respect to exposure to deleterious substances or alleged ill ness as a result of alleged exposure.

Please forward the original and two copies direct to our attorneys, Hanna and Brophy, 1540 San Pablo Avenue, Oakland, Calif., with the third carbon copy to this office.

Your prompt and complete cooperation with our counsel is earnestly solicited, as this matter is set for a hearing before the Industrial Accident Commission on August 13, 1959.

Very truly yours,

N. H. Abreu
N. H. Abreu
Adjuster

NHAJJ

cc: Hanna & Brophy, Oakland

W.B. Hoffer

INTER

OFFICE COMMUNICATION

Armstrong CONTRACTING

July 22, 1959

To J. E. Zeller, Lancaster

From J. S. Taylor, San Francisco

Subject Robert F. Cuthbertson
Request for information

Enclosed are duplicate copies of Travelers Insurance letter dated July 21st which is self explanatory.

It is our understanding that this will be handled by the Armstrong Cork Company's Insurance Department. If we can be of any further help, please let us know.

DJM

J. G. Murphy, Sacramento

P.S. Please forward the original copy to Armstrong Cork Company for their action.

JST

Re: Culbertson

Mr. Culbertson was employed periodically by our company as an Asbestos Worker during the time indicated below

His duties as a skilled mechanic included the application of various types of pipe coverings & floor insulations, job site fabrication of fittings and the use of insulating cements. These products are manufactured from a number of different basic materials including asbestos felt, magnesia carbonate reinforced with asbestos fibers, diatomaceous silica combined with mineral filler, slag mineral wool, etc.

The degree of exposure to hazardous conditions are almost nil since there is no noticeable concentration of dust nor prolonged periods of time when exposure to such conditions are necessary.

Dick:
This is rough -
you can "gross" up a carpenter, etc.
Assume this guy is a
asbestos worker 7/27

July 29, 1959

Hanna and Brophy
1540 San Pablo Avenue
Oakland, California

Gentlemen:

Subject: B-6972691

Re: Robert F. Cuthbertson
Armstrong Cork Company
D/A 7-14-54

The Travelers Oakland office requested that we send you, in triplicate, the earnings record of Robert F. Cuthbertson during the years insured by Travelers workmen's compensation policies. Photostats covering the years 1952, 1953 and 1954 are enclosed.

His duties as a skilled insulation mechanic include the application of various types of pipe coverings and block insulation, job site fabrication of fittings, and the use of insulating cements. The products used are manufactured from a number of different basic materials including, in part, cork covering, asbestos felts, magnesium carbonate reinforced with asbestos fibers, diatomaceous silica combined with a mineral filler and slag mineral wool.

We know your attorneys both in your San Francisco and Oakland offices have had considerable experience handling asbestosis claims. However, if you require more details regarding working conditions, etc., please contact our Mr. J. S. Taylor, manager of the San Francisco office of Armstrong Contracting and Supply Corporation, a wholly owned subsidiary of Armstrong Cork Company, whose address is 304 Shaw Road, South San Francisco.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

Enclosures

J. E. Zeller, AC&S, Lancaster
J. S. Taylor, AC&S, San Francisco

H. H. Abreu, Travelers adjuster
Oakland (Enc.)

T 8-18-59
August 5, 1959

Mr. Ivan Schwab
Hanna & Brophy
1540 San Pablo Avenue
Oakland, Calif.

Dear Mr. Schwab:

Subject: Robert F. Cuthbertson vs. Armstrong
Cork Company

We find the job of accumulating the detailed information you requested in connection with the claim of Robert F. Cuthbertson for the years 1950, 1951, 1952, 1953, and 1954 will take longer than we had estimated.

In addition to the San Francisco office, several different departments here in Lancaster are involved, and with this month's vacations, we believe it could be the end of August before the information can be accumulated.

We trust this delay will not seriously inconvenience you, and we will make every effort to supply you with the information as promptly as possible.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

JEZ

Beaudry & Wilson
420 Market Street
San Francisco 11, Calif.

J. S. Taylor, AC&S, San Francisco
J. E. Zeller, AC&S, Lancaster

Robert F. Cuthbertson 568-28-7686
San Francisco

Hired	-	9-6-50	out	5-12-52	str
		6-2-52		6-27-52	va
		7-28-52		9-2-53	str
		9-30-53		7-14-54	gu

Robert F. Culbertson
Pay Ending

Contract # 568 28-7686
With

San Francisco
Located at

12-31-50

46535

46537

1-14-51

4644521

Geo. H. & Co. San Fran. Cal -

Henn, Antioch Cal

2-11-51

4644522

3-11-51

46517

3-25-51

46367

4-1-51

46349

4-1-51

46517

4-1-51

46495

5-6-51

46545

Levy & John San Fran. Cal -

University of Cal Berkeley

5-13-51

46473

6-1-51

46451

7-1-51

46469

7-15-51

4658522

7-22-51

46561

9-2-51

4644526

9-9-51

46573

Marcus San Fran. Cal -

for Trilium School, Santa Rosa

9-30-51

46443

10-7-51

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11-4-51

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11-4-51

46431

1-13-52

46469

Montgomery County, Alameda Cal - Bonora Annual, Bonora

1-20-52

46483

M. D. Sabral, Martinez Cal - Bonora Annual, Bonora

2-3-52

46701

Levy & John San Fran. Cal - Verna Job, Oldy, Berkeley Ca

2-10-52

46711

Melvin & Hanson Los Angeles Cal - San Jose H. S. San Jose Ca

2-17-52

46559

Nevery Co Fresno Cal - Stockton, Black Horse, Stockton

2-2-52

46463

any Ending

Contract

3-23-52	46735	Legal Ambler Brewery Co., San Fran. Cal.	Same
4-6-52	46527	James A. Wilson Co., San Fran. - Hastings College of Law, San Fran. Cal.	
	46641	Norman Lawton Co., San Fran. Cal. - Abraham Lincoln H.S., San Fran.	
4-20-52	46637	Hastings Bldg. & Htg., San Fran. - H.S. & Radiological Bldg., San Fran.	
	46727	H. Holdman & Son, San Fran. Cal. - Office Bldg., San Fran. Cal.	
	46751	Edward Lebowitz Corp., Chicago, Ill. - Same, San Fran. Cal.	
	46661	Chas. R. Remy, Inc., Los Angeles Cal. - Alameda Old Storage, Alameda, Ca.	
5-4-52	46553	J. A. Fayer, Oakland - Judge W. H. H. Corp., Santa Cal.	
5-11-52	46707	Arthur Brothers, San Fran. Cal. - San Francisco Postcard Co., San Fran. Ca.	
6-8-52	46623	Jos. L. Janesky, Oakland Cal. - Constant Jr. H., Berkeley Cal.	
6-15-52	46665	Interpneu Htg. & Ventil., San Fran. - Atlantic School, Castro Valley Cal.	
6-29-52	46821	H. H. Picard Co., Oakland, Cal. - Anna Y. S. School, Walnut Creek Cal.	
8-3-52	46719	Hastings Bldg. & Htg., San Fran. - Holy Family & St. John's, Fairfield Cal.	
9-28-52	46811	McC. Htg. & Sheet Metal, San Fran. - Holy Family School, Orinda Cal.	
10-5-52	46779	Broadway Bldg., San Fran. - Holy Family School, Vallejo, Cal.	
7-12-7-52	46721	Hast. Bldg. & Htg. Co., San Fran. - Mount Carmel School, Fairfield Cal.	
1-25-53	46771x5		
2-1-53	46771x5		
2-8-53	46796	Norman Bldg. & Htg., Oakland - Hamilton Htg. & H. School, Orinda	
	270043	Mc. Cluskey Co., S.F. - Francis De La Torre Co., Fairfield, Sacramento	
2-15-53	270041	Mc. Cluskey Co., S.F. - Francis De La Torre Co., Fairfield, Cal.	
2-22-53	270093	Hast. Bldg. & Htg., S.F. - Sacramento Valley Transm. Station, S.F.	
	46699	J. H. Richardson Co., S.F. - Hogan Jr. H., Vallejo Cal.	
4-5-53	270045	Calwell Bros., San Fran. - San Fran. Accounting Co., San Fran.	
5-3-53	270101	Monterey County Church, Oakland - H. S. Long, San Fran., Camp Bea	
5-24-53	270061x2	Borden - Dairy Delivery, San Fran. - Same, Oakland Cal.	
6-14-53	46851	J. H. Mc. Cluskey, San Fran. - Eden, Francisco Htg., Castro Valley	
	270001	Wells Htg. & Vent. Co., S.F. - Eden, Francisco Htg., Castro Valley Cal.	

Cont.

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Contract

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4-4-54

4-18-54

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5-23-54

6-13-54

270059

270207

270205

270297

270203

46707

270223

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270369

Hartley-Watkins Co., San Fran - 8 Bannock Hill, Moffett Field

Anderson & Plummer, San Fran - State Dept. Building, San Fran

Geo. W. Warrick, San Fran - Monte. Court in Port, San Fran

Shuman Oil Co. of Cal., San Fran - Same Radio Cal.

John Adams, Mfg., Extremum Cal. - Same

Shuman Co. 20-5-54 - Same

J. W. McCluskey, San Fran - Same

Christina Foods, San Fran - Same

Anderson & Plummer, S.F. - S.F. Naval Supply and S.F.

Anderson & Plummer, S.F. - S.F. Hyatt and S.F.

Anderson & Plummer, S.F. - S.F. Hyatt and S.F.

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Anderson & Plummer, S.F. - S.F. Hyatt and S.F.



BEAUDRY & WILSON • INSURANCE ADJUSTORS

420 MARKET STREET • SAN FRANCISCO 11, CALIFORNIA • EXBROOK 7-4171

August 3, 1959

The Armstrong Cork Company
Lancaster, Pennsylvania

Attn: R. C. Schiedt, Jr.
Insurance Dept.

RE: Robert F. Cuthbertson vs. Armstrong
Cork Company
Our File: 59-199

Gentlemen:

We have been assigned to do some investigation work on the above case by Mr. Ivan Schwab of Hanna & Brophy's office, who are handling the hearing before the Industrial Accident Commission for the Traveler's and Standard Accident Insurance Companies. This case has been set for August 13, 1959.

In order for us to complete our investigation, it is necessary that we obtain some information from you and also a letter which can be submitted to the Industrial Accident Commission in the event we are unable to prepare the case in time. The information we require is the name and number of each job Mr. Cuthbertson was employed upon during the period September 13, 1950 to July 17, 1954. With this job name and number, we can then obtain the necessary information from your local office, Armstrong Contracting and Supply Company, which will enable us to determine what type of materials were used and handled by Mr. Cuthbertson. *mailed*

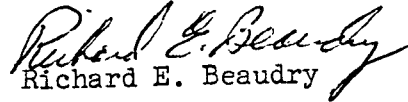
As you know, Mr. Cuthbertson has filed a claim for asbestoses. We are trying to determine the amount of materials he handled containing asbestos, and the amount not containing asbestos.

The above information as to the name and number of the job should be sent directly to us as soon as possible. In the meantime, we would appreciate your writing a letter direct to Mr. Ivan Schwab, Attorney, Hanna & Brophy, 1540 San Pablo Avenue, Oakland, California, stating that there will be some delay in developing the information in this case. Please include in your letter the reasons for this delay, i.e., distance involved and inaccessability of the records.

Mr. Schwab can then use this letter at the time of the hearing on August 13, 1959, to request an extension of time and another hearing, in the event our investigation is not completed. Thank you for your courteous and prompt reply in this matter.

Cordially yours,

BEAUDRY & WILSON


Richard E. Beaudry

REB:ms

AUG

Mr. J. S. Taylor
Armstrong Contracting and Supply Corporation
304 Shaw Road
South San Francisco, Calif.

Dear Mr. Taylor:

In case you did not receive a copy of the Beaudry & Wilson letter, I enclose a Thermo-Fax and worksheets containing part of the information requested in the Beaudry & Wilson letter.

Records for the year 1950 have been destroyed so that the Payroll listed only those contracts worked on by R. F. Guthbertson and Arthur Boardman, Controller's Department, then listed with whom we had the contract. Where the information is not entered, I am unable to locate the particular files. Thought perhaps your files might contain this information in which case you could complete the information Beaudry & Wilson is looking for.

In view of the first sentence in the last paragraph, page one of the letter, will you please contact him at your earliest convenience?

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

JEZ

Enclosures

J. E. Zeller, AC&S, Lancaster

JOHN H. ANKELE, Referee
Oakland, August 13, 1959

CUTHBERTSON -- 59 OAK 1053
Injury: Asbestosis

REPORT OF REFEREE

The employee, an insulator, born May 4, 1928, claims to have contracted asbestosis as a result of his employment. Nothing has been paid.

ISSUES:

1. Injury.
2. Medical.
3. Statute of limitations.
4. Lack of notice and prejudice.
5. Jurisdiction -- maritime.

APPLICANT testified in substance as follows:

He obtained the employment records from the union and the employers.

In July of 1947 he started to work for the Plant Asbestos Company and worked through January of 1948. The period of employment was about seven months. He worked on ships for this employer, and cork was used for insulation.

He worked for J. T. Thorpe from May to December, 1948, applying asbestos insulation on one job in Tracey and one at Hunter's Point, a power house at PG&E. He cut and fitted asbestos material and used wire and mud in the application. This work went through January of 1949. The places where he worked were enclosed and there would be dust there. Others were on the job.

He then worked for the Western Asbestos Company from January, 1949, to May of 1949. On that job there was also some insulation of asbestos material for PG&E, and also for the Union Oil Company.

Then he worked again for J. T. Thorpe from May 11th through August 10, 1949. This work included Fibreboard Products at Antioch. The work was all in an enclosed area. It was hot and dusty, and there was dust from asbestos material.

From August 11, 1949, through February, 1950, he worked for Plant Asbestos and the work was at Fibreboard Products at Antioch. The work was the same and the conditions the same.

From March 13, 1950, to August 3, 1950, he worked for the Western Asbestos Company on a PG&E power house at Moss Landing. This was the same type of asbestos insulation, and it was in enclosed and dusty places.

On August 20, 1950, to September 3, 1950, he again worked for Plant Asbestos at Galland Laundry. This job was very hot and dusty.

From September 13, 1950, to July 17, 1954, he worked for the Armstrong Cork Company.

There were about nine months at the PG&E plant in Antioch in 1950 and he worked at Travis Air Force Base most of the balance of the time. Also he worked in this period at Regal Pale for two months where they used cork insulation, and there were other smaller jobs during this interval. The PG&E power house job was very hot, and

Cuthbertson - 2

he worked for Plant Asbestos Company which was all asbestos work at various schools, and he worked continually for Plant Asbestos through December, 1958, except when he was off on account of a leg injury in 1957. The work was all asbestos work, mostly in boiler rooms and close quarters.

He saw Dr. Crenshaw on July 29, 1958, on reference from Dr. Lawrence, his family doctor. He had seen Dr. Lawrence two or three weeks before and he did have pneumonia in February, 1958. He had surgery at Richmond Hospital on August 3, 1958, and he was advised by Dr. Crenshaw following the surgery that his condition was due to his work. He had worked through August 10, 1958, and was off three months, and he returned to work at Plant Asbestos on November 4, 1958.

Before his surgery there were no masks worn on the job. He is doing the same type of insulation work now but wears a mask when on the job, continuously. He has slowed down physically and he hurts all the time.

He did not work on the Burgermeister Brewery for Armstrong but he did work at Napa State Hospital for Armstrong. That was asbestos insulation work and living quarters, all underneath the building. He did not use wool felt there.

He recalls working at the State Employment Building in San Francisco for about a week, insulating the storage tank.

He does not remember doing the job at Borden's Dairy in Oakland but he could have been on that job.

He worked in a radio transmission station between Davis and Winter one day. He did not work on the Camp Beale job. He worked at a refinery in Rodeo two weeks or so in tunnels under the highway, insulating.

The Travis Air Force Base job took nearly two years. There was some wool felt used on that job, but mostly asbestos.

He believes that McKeesby and Madison were the manufacturers of the asbestos pipe covering, and it is known as magnesia pipe, covering, eighty-five per cent magnesium. They use some Fibreglass, and up to 1953 or 1954 he does not remember if they used any Johns-Manville products. On heating pipes they generally use asbestos pipe covering.

He has a twin brother named Jack and he worked with his brother at all times, and they were inseparable. He knew his brother had surgery at the hands of Dr. Crenshaw, and he had Dr. Thompson check him after his second operation in 1954. At that time Dr. Thompson had X-rays taken. He did go to Dr. Thompson to see if there was any danger about his having asbestosis. He went two or three times. He is not sure when the second X-rays were taken.

When he had pneumonia he changed to Dr. Brown. When he first saw Dr. Brown he had tightness of the chest and pain. He had X-rays taken at Richmond Hospital at that time for pneumonia. He informed Dr. Brown that his brother had lung trouble but he did not inform Dr. Brown of the previous check-ups he had at the hands of Dr. Thompson.

It was after he got out of the hospital from his own surgery that Dr. Crenshaw told him he had asbestosis.

Cuthbertson - 3

He informed the Plant Asbestos Company that he was going to the hospital. He believes that Blue Cross paid most of the medical bills and some of Dr. Crenshaw's bill. He paid about \$50. in hospital bills.

He drew unemployment disability benefits at \$50. a week all the time he was off, and he also received \$12. a day for hospitalization.

He knew that his brother Jack had a proceeding before the Industrial Accident Commission.

He understands that diatomaceous earth is the same as asbestos.

When he saw Dr. Thompson for a chest check-up he had no chest pains. At that time he was working for Armstrong Cork. Dr. Thompson told him everything looked all right.

In May or June, 1958, he began having chest complaints. He stopped smoking on the advice of Dr. Crenshaw. He was troubled with shortness of breath last year. He was off a week after he returned to work in November, 1958, and then he was off another week because of his chest.

The eighty-five per cent magnesium pipe covering that they used is manufactured by Pabco. They always use Pabco materials.

He did not lose any time before August of 1958 because of his chest.

He also worked in some old buildings for Plant Asbestos. He did not have pneumonia before February, 1958. He did refuse to work on a job recently because they did not have a blow fan.

He is still under Dr. Crenshaw's care. His present complaints are in effect that: he has slowed down, he has some pain, he cannot sleep as well, and it is hard to work.

He has been a foreman since 1954 on.

J. T. Thorpe was all block work and that/^{was} worse in respect to dust. This was eighty-five per cent magnesium pipe covering. It was made by Pabco.

He has covered all the employers for which he worked but he does not remember all the odd jobs.

He worked along with his brother from 1949 through all of 1950. He does not do home insulation.

Prior to 1947 he was an able-bodied seaman in the Merchant Marine, and he did not have a history of having a lot of colds. He perhaps would get one or two a year. In his bout with pneumonia he was in Richmond Hospital about three weeks and stayed home about six weeks. He felt fairly good after that.

He cannot pinpoint the time when his chest pain developed. It was either in May or June of 1958. He got so bad he saw a doctor in July.

It can be very dusty when they cut asbestos. They cut it on the job as they went along, and the pounding and fitting would always cause dust.

VICTOR SAGUES was called by the Defendants Travelers Insurance Company and Standard Accident, and testified in substance as follows: He is the president of the Sacomo Manufacturing Company. They manufacture pipe insulation, pump packings and the like. He has had 25 years of experience. He started in 1934 with the Plant Rubber & Asbestos Company, and worked with them until April 1, 1948, when their factory was bought by Sacomo Manufacturing Company. They manufacture wool felt insulation. They obtain their materials from other manufacturers. They use crepe wool felt, which is laminated, and then covered by asbestos paper. This is then covered with muslin and the muslin will overlap about one and one-half inches at one end of a 36 inch section. Wool felt is about 30% rag base, and 50 to 60% wood pulp of the kraft stock. Next to the pipe there is a water-proof tarliner. The asbestos paper is a six pound asbestos paper, and is filled within the wool felt paper for a three inch thick wall. 13 to 14 layers of wool felt are used. This is the standard wall. They will have smaller and larger walls on the insulation. The asbestos paper is 40 to 50% asbestos fibre. The balance is wood pulp and Kraft stock. There are fillers and sizing to give the stiffness. In the manufacture of air cell insulation, they use a six pound asbestos, which is corrugated, and then four layers are laminated to build up a one inch wall. Adhesive used is silicate of soda, sometimes known as water glass. This is also wrapped with a muslin and put out in 36 inch lengths with an inch and a half overlap. The wool felt insulation is generally used on cold pipes. The air cell insulation is used on hot water lines. The asbestos paper is used on both types of insulation. It is made in sheets or rolls. The sheets are 36 inches wide and 10 feet long. The rolls are 36 inches wide and come in various lengths. The material is sold by weight. The price varies according to the quality and quantity. The company manufactures all types of industrial insulation. They also sell asbestos paper and wool felt separately. Victor Sagues is familiar with the process of manufacturing pipe insulation.

PAUL NIETO, called by Defendant Industrial Indemnity Company, testified in substance as follows: He is vice president of Plant Asbestos. He has been with them for 12 years. He knows Cuthbertson, and has known him for the last six years. He is familiar with the over-all materials used by the company. They use 85% magnesium pipe covering, fibreglass and wool felt. They also use foam glass, cork, and air cell covering. He does not know the breakdown or content of 85% magnesium pipe covering, but there is a certain amount of asbestos material. The asbestos materials would be adhesives and cements. The last two years they primarily would be fibreglass materials. Five or six years ago Cuthbertson worked under his direct supervision. He then had no lung complaints. He had heard that Jack Cuthbertson, the applicant's brother, had lung trouble, and that the applicant was troubled and worried. They do not manufacture the pipe covering but they buy most of it from Pabco. They use 85% magnesium powder cement, which they mixed with water in the work.

GERALD CRENSHAW, M.D., testified in behalf of the applicant in substance as follows: He is duly licensed to practice medicine in the State of California. His specialty is diseases of the chest. Asbestosis caused the applicant's disability as it caused an improper bronchial drainage. A piece of lung taken out at the lobectomy indicated the presence of asbestos fibres. The applicant was still under his care. His various employments were the only places where he could have gotten asbestos in his lungs, and he will need observation for some period of time.

He first saw the applicant July 29, 1958. He never took a complete work history but he had a history of recurrent attacks of pneumonia previously last year. There were X-rays taken in October 1953, November 1954 and March 1956. He can not tell if he had all those X-rays but he attempted to get them. He does not remember if he reviewed the reports at Herrick Hospital. The X-rays taken at the Richmond Hospital on August 15, 1958. A bronchoscopy was made on August 13, 1958. He certainly saw an X-ray report before the operation. The X-rays show an infiltration but they did not demonstrate what the infiltration was. He submitted the lung tissue to the pathologist at the Richmond Hospital and received a report as indicated in the hospital record. A specimen was then sent to the laboratory of the State Department of Health. He never received a written report from the State laboratory but he received an oral report from Dr. Singman, a pathologist.

Dr. Crenshaw was recalled in the afternoon, and testified further in substance as follows: The applicant returned to work promptly two weeks after the surgery. He generally sees him once a week but he is suffering from respiratory infection. He must be kept on antibiotics. He also has pressure breathing and antibiotics. He was prescribed on February 16, 1959 because there was a respiratory infection and a sore throat. Also treated his February 17, 1959. At that time he felt he was getting over the infection. In June or 1959 he had a 100 degree temperature and further antibiotics were prescribed.

This is the third asbestosis case that he has had in his experience. Other cases were that of applicant's brother and a Mr. Thorsted. Their employment record was similar to that of Cuthbertson, in fact, Cuthbertson's work history was identical.

The biopsy was major surgery, and was diagnostic. He did not feel that fibreglass had a great effect. Recent surgery indicates that it should be avoided. He told the applicant that he had asbestosis right after the surgery. Asbestos within the lung impairs the function of the lung. Elastic fibres of the lung are affected.

DAVID SINGMAN, M.D., called by the Defendant Travelers Insurance and Standard Accident, testified in substance as follows: He is duly licensed to practice medicine in the State of California. His specialty is pathology. He does the pathology at Richmond Hospital. He received the specimen indicated by the hospital report. He does not know the exact number of actual specimens. He submitted specimens to the State Department of Health on December 8, 1958 at the request of Dr. Crenshaw. He brought them up to the Department of Health himself. He also received the report of A.A. Soave, a doctor of veterinary medicine. He was then called to Sacramento, where they had special X-ray diffraction apparatus, and the quantity of formed asbestos was even demonstrated in the tissue, as indicated by the report of the State Department of Health. It follows therefore, that there was asbestos in the lungs but not enough to show in ordinary X-ray technique. He can not tell from the report as to the quantities of materials found. He called Dr. Crenshaw when he received the report, but he can not recall if he sent copies of the state report to Dr. Crenshaw but he usually does.

If Dr. Crenshaw did not get a written copy of the report the fault was that of the witness. He, himself, did not see any abnormality of the bronchii if it is not in his report. Dr. Crenshaw was unhappy with his first pathological report because Dr. Crenshaw had expected to find asbestos, and therefore, suggested that it be sent to the State. Fibrosis is usually found in asbestosis cases as is usual in silicosis cases and generally, the particles can be seen. Most of the noxious agents that affect the lung will cause fibrosis.

ROBERT CUTHBERTSON, recalled, and testified in his own behalf as follows: He did not work at the Pacific Coast Portland Cement plant on May 11, 1952, nor on the Walnut Creek School on June 29, 1952, nor at Camp Beale on May 3, 1953. It was the practice of the company to shift the payroll records to another job when there was a loss on a job from which the payroll report was submitted. He recalls all the jobs in the tabulation except the three he mentioned. He is not a cork man so he does not use too much cork. He believes that he just used cork for about a week in his employment with Armstrong.

DISCUSSION AND DECISION:

On December 3, 1959 the report of Cabot Brown, M. D., the agreed medical examiner, was served and filed.

It would appear that the report of Dr. Brown resolves any apparent medical conflict heretofore existing in this case. Dr. Brown concluded that the applicant does not have asbestosis. Therefore, a denial must issue.

JOHN H. ANKELE, Referee

JHA:afs/ws/rc

ROBERT F. CUTHBERTSON

vs.

PLANT ASBESTOS
COMPANY, et al

December 29, 1960

CASE NO. 59 OAK 1053

REPORT OF PANEL ONE

Based upon the report dated March 30, 1960 by Dr. Shipman, Independent Medical Examiner, it is the conclusion of the Panel that applicant did not sustain injury arising out of his employments from July 1947 through December 1958. The Panel further concludes that the disability complained of by applicant was not caused by any injury arising out of and occurring in the course of his employments.

Decision After Reconsideration should accordingly issue.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F. A. LAWRENCE

ELTON C. LAWLESS

Commissioners

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CASE NO. 59 OAK 1053

ROBERT F. CUTHBERTSON

Applicant

vs

PLANT ASBESTOS COMPANY, J. T.
THORPE, WESTERN ASBESTOS COMPANY,
ARMSTRONG CORK, TRAVELERS INSURANCE
COMPANY, INDUSTRIAL INDEMNITY
COMPANY, PACIFIC EMPLOYERS
INSURANCE COMPANY, STANDARD
ACCIDENT INSURANCE COMPANY, and
STATE COMPENSATION INSURANCE FUND

Defendants

DECISION
AFTER RECONSIDERATION

Mailed from San Francisco Office

JAN 4 1961

Industrial Accident Commission
State of California

Reconsideration having been granted herein and the matter having been carefully considered, including the report of examination by the Independent Medical Examiner, 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 the Findings and Order, filed herein December 15, 1959 be, and the same hereby is, affirmed and adopted as the Decision After Reconsideration.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F. A. LAWRENCE

ELTON C. LAWLESS

Commissioners

INTER/
OFFICE COMMUNICATION

DICK
YOU'LL BE
INTERESTED IN
THE ATTACHED

December 23, 1959

RCO
Armstrong
CONTRACTING AND SUPPLY
CORPORATION

To J. Zeller, Lancaster
From J. S. Taylor, San Francisco
Subject Notice of Findings & Order
Industrial Accident Commission of
the State of California
Robert F. Cuthbertson

Enclosed findings and order resulting from the claim of Robert F. Cuthbertson vs. various local insulation contractors pertaining to an Asbestosis claim.

You will recall earlier in the year we received from the Armstrong Cork Company a detailed listing of employment of this applicant with the request that we substantiate the products used by him during his tenure of employment and report same to Mr. Richard E. Beaudry, Insurance Adjustor.

I assume you will want to notify the Cork Company of this findings and order.

1/6/60
with
DJM

AST

FILED AND SERVED: DEC 15 1959
On all parties of
record--R.Crowley

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. OAK 1053

ROBERT F. CUTHBERTSON

Applicant

vs.

PLANT ASBESTOS COMPANY, J. T. THORPE,
WESTERN ASBESTOS COMPANY, ARMSTRONG
CORK, TRAVELERS INSURANCE COMPANY,
INDUSTRIAL INDEMNITY COMPANY,
PACIFIC EMPLOYERS INSURANCE COMPANY,
STANDARD ACCIDENT INSURANCE COMPANY,
and STATE COMPENSATION INSURANCE FUND

Defendants

FINDINGS AND ORDER

The above entitled matter having been regularly submitted
before John H. Ankele, Referee, said Referee now makes his decision
as follows:

FINDINGS OF FACT

1. The applicant was employed by the various employers
above named from July, 1947 through December, 1958, and alleges
that he sustained an injury arising out of and occurring in the
course of his said employments, consisting of asbestosis.

2. Applicant did not sustain any injury arising out of
or occurring in the course of his employments from July, 1947 through
December, 1958.

3. The disability of which applicant complains was not
proximately caused, or caused at all, by any injury arising out of
or occurring in the course of his employments, or by his employment

ORDER

IT IS HEREBY ORDERED that applicant take nothing by
reason of his claim asserted in this proceeding.

JHA:rc
OAK 1053

JOHN H. ANKELE, REFEREE
INDUSTRIAL ACCIDENT COMMISSION