

FILE NAME: Contract Unit Workers Comp Claims (WCC)

DATE: 1961

DOC#: WCC009

DOCUMENT DESCRIPTION: Workers Comp File - Shepard, James

Contains all documents found in the Claimant's file, with one blank page between each separate document

BALTIMORE
NEW YORK
CLARKSBURG
TULSA
ST. LOUIS
CHICAGO
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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"

June 8, 1961

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

Travelers Policy No. RUB 6220500

Dear Sir:-

Please note disposition made of the following claim:

Date of Accident: October 28, 1957
Claimant: James Shepherd
Location: Everett, Mass.
Claim No.: \$5,290.00 - Comp.
 601.29 - Medical
Disposition: 139.65 - Expense

REVISION

Remarks:

5891

Very truly yours,

ALEXANDER & ALEXANDER INC.

G. H. Finley
LOSS DEPARTMENT

Indicate Whether:

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

sjm

BALTIMORE
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ALEXANDER & ALEXANDER

INCORPORATED

INSURANCE

AVERAGE ADJUSTERS

CONSULTING ACTUARIES

2225 NORTH CHARLES STREET, BALTIMORE 18, MD.

V #87
RCS
TELEPHONE
TUXEDO 9-4304
BELL SYSTEM
TELETYPE BA 582
CABLE ADDRESS
"ALEXBLUE"

APR 26 1961
April 25, 1961

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

Travelers Policy No. RUB 6220500

Dear Sir:-

Please note disposition made of the following claim:

Date of Accident: October 28, 1957
Claimant: James Shepherd
Location: Everett, Mass.
Claim No.: B-8602114
Disposition: \$5,040.00 - Fatal
601.29 - Medical
139.65 - 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

100

BALTIMORE
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2225 NORTH CHARLES STREET, BALTIMORE 18, MD.

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

October 13th, 1960

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

Dear Mr. Schiedt:

re: James Sheppard
Workmen's Compensation - Mass.
File B 8602114

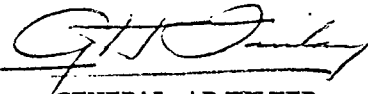
We are advised by the Travelers Insurance Company that this case was settled by a lump sum agreement in the amount of \$5,641.29,

10/14/60
WSD
The Travelers, however, are holding the file open on the possibility that the State of Massachusetts may file a claim under Section 65N of the General Laws, Chapter 152 in which the State is entitled to \$500. for a fatal industrial case. In the event a claim is filed they feel, however, that they may be able to compromise that amount. To date, none has been filed but they are required to hold the case open for a reasonable period of time to see if a claim is made.

We will follow up the matter in due course and advise you of developments.

Sincerely

ALEXANDER & ALEXANDER, INC.


GENERAL ADJUSTER

R

March 2, 1960

Mr. John E. Zeller
Armstrong Contracting and Supply Corporation
120 N. Lime Street
Lancaster, Pa.

Dear John:

Subject: James R. Shepherd
Asbestosis Claim

When the settlement figure of over \$5,000 is compared to the length of time the decedent worked for your company, the out-of-court settlement seems extravagant. When compared to the potential, however, it appears that a reasonable settlement was effected.

With regard to the last employer being held responsible for the full amount of the award, the Commerce Clearing House Information Service on Workmen's Compensation, to which we subscribe, lists several cases in which this was held to be the case. This is not peculiar to Massachusetts since we know of several other states where the last employer was also held to be solely responsible for the award. In some of the states, however, an apportionment proceeding is permitted whereby former employers and/or their insurance carriers are held responsible for a part of the total award, which part is usually based upon the length of time the claimant was employed and in actual contact with the condition which caused the disease. We do not know if an apportionment proceeding is permitted in Massachusetts.

If additional precautions could be taken at the time of employment, your workmen's compensation costs and future rates would certainly show the favorable results of these measures.

Sincerely yours,

Wallace B. Hofferth
Assistant General Manager
Insurance Department

JEZ



TELEPHONE: EXPRESS 7-3631

126 NORTH LIME STREET
LANCASTER, PENNSYLVANIA

February 29, 1960

Mr. W. B. Hofferth
Armstrong Cork Company
Liberty and Charlotte Streets
Lancaster, Pa.

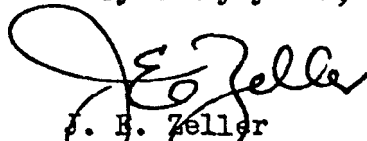
Dear Wally:

Subject: James R. Shepherd
Asbestosis Claim

We attach a copy of a letter dated February 19 from John Roper reporting on the settlement in the asbestosis claim for one James R. Shepherd. This man worked for us for less than two months and to me it seems the \$5,600 settlement is, to say the least, high.

Your comments will be appreciated.

Very truly yours,

A handwritten signature in dark ink, appearing to read "J. B. Zeller". The signature is stylized with a large, looping initial "J" and a long, sweeping underline.

J. B. Zeller
Manager, Construction
and Warehouse Operations

DB

Enclosure

ENCLOSURE

Enclosure

Armstrong

INTER-OFFICE COMMUNICATION

February 19, 1960

To: J. E. Zeller, Lancaster

From: J. J. Egan, Boston

Subject: James R. Shepherd
Construction Employee
Asbestosis Claim

We have your memo of February 17th in regard to the above. Frank Jones and George Andersen, our foreman on the job, where Shepherd worked from September 17, 1957 to November 4, 1957, attended the hearing today at the Industrial Accident Board, 150 Tremont Street, Boston, where the case was held before an auditor. Attorney Spier represented Travelers. The hearing was concluded and Jones and Andersen appeared with all necessary records pertaining to the case but since they had consulted with Attorney Spier prior to the hearing, they were not called at the hearing.

Attorney Spier informed Frank Jones that inasmuch as Mr. Shepherd's widow is 52 years old and she has a life expectancy of approximately fifteen years, if we were to go to Court on the matter, it could cost us at least in the vicinity of \$20,000, and that in view of the accrued compensation of approximately \$3100 and other heavy expenses for medical and hospital bills, Spier deemed it advisable to settle the case out of Court for \$5611.29. Despite the fact that Shepherd worked for us for the comparatively short period of approximately two months, Spier felt that since we were the last employer and for other reasons best known to himself, he did not want to take the case before a jury and made the above-mentioned settlement.

Shepherd's attorney had a very prominent lung and cancer pathologist named J. Stewart Rooney, engaged to testify for the plaintiff at the hearing. This medical man is presently engaged by the Van Rie attorneys on the current murder case being tried in this area. We do not know whether this is peculiar to Massachusetts law or not, but Attorney Spier informed Frank Jones that the last firm for whom an employee works in a case of this kind, is usually held chiefly responsible for a death and you may be interested also to know that the attorneys for the plaintiff did not claim that the Asbestosis was contracted necessarily while Shepherd was in the employ of Armstrong Cork Company, but rather that while employed by them during this latter period of the disease, the disease was accelerated to the point of contributing to his demise.

If you have any other questions concerning this matter please write to Frank Jones or to me and we will try to answer them for you.

WJ

L.W. Liddell, Lancaster

P.S. - I have told Frank Jones that we should, insofar as possible, make every effort to determine, when hiring new men, that they are free from lung disorders. I know this is a difficult thing to do but perhaps a study could be made by you or by our Company regarding the best manner to combat situations of this kind.

...and the fact that the ...
...the fact that the ...
...the fact that the ...
...the fact that the ...
...the fact that the ...

J. L. ...

J. E. ...



TELEPHONE: EXPRESS 7-3631

120 NORTH LIME STREET
LANCASTER, PENNSYLVANIA

February 29, 1960

Mr. W. B. Hofferth
Armstrong Cork Company
Liberty and Charlotte Streets
Lancaster, Pa.

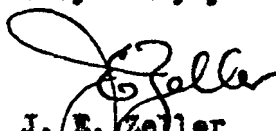
Dear Wally:

Subject: James R. Shepherd
Asbestosis Claim

We attach a copy of a letter dated February 19 from John Roper reporting on the settlement in the asbestosis claim for one James R. Shepherd. This man worked for us for less than two months and to me it seems the \$5,600 settlement is, to say the least, high.

Your comments will be appreciated.

Very truly yours,



J. E. Zeller
Manager, Construction
and Warehouse Operations

DB

Enclosure

✓ R. C. Schiedt, Jr., Armstrong Cork Co.

Armstrong

INTEL
OFFICE COMMUNICATION

February 19, 1960

J. B. Zeller, Lancaster

J. J. Kaper, Boston

James E. Shepherd
Construction Employee
Asbestosis Claim

We have your memo of February 17th in regard to the above. Frank Jones and George Anderson, our foreman on the job where Shepherd worked from September 17, 1957 to November 8, 1957, attended the hearing today at the Industrial Accident Board, 100 Tremont Street, Boston, where the case was held before an auditor. Attorney Spier represented the plaintiff. The hearing was concluded and Jones and Anderson appeared with all necessary records pertaining to the case but since they had consulted with Attorney Spier prior to the hearing, they were not called at the hearing.

Attorney Spier informed Frank Jones that inasmuch as Mr. Shepherd's widow is 52 years old and she has a life expectancy of approximately fifteen years, if we were to go to Court on the matter, it could cost us at least in the vicinity of \$20,000; and that in view of the accrued compensation of approximately \$1100 and other heavy expenses for medical and hospital bills, Spier deemed it advisable to settle the case out of Court for \$5611.29. Despite the fact that Shepherd worked for us for the comparatively short period of approximately two months, Spier felt that since we were the last employer and for other reasons best known to himself, he did not want to take the case before a jury and made the above-mentioned settlement.

Shepherd's attorney had a very prominent lung and cancer pathologist named J. Stewart Rooney, engaged to testify for the plaintiff at the hearing. This medical man is presently engaged by the Van Rie attorneys on the current murder case being tried in this area. We do not know whether this is peculiar to Massachusetts law or not, but Attorney Spier informed Frank Jones that the last firm for whom an employee works in a case of this kind, is usually held chiefly responsible for a death and you may be interested also to know that the attorneys for the plaintiff did not claim that the Asbestosis was contracted necessarily while Shepherd was in the employ of Armstrong Cork Company, but rather that while employed by them during this latter period of the disease, the disease was accelerated to the point of contributing to his demise.

If you have any other questions concerning this matter please write to Frank Jones or to me and we will try to answer them for you.

EF

J.W. Liddell, Lancaster

P.S. - I have told Frank Jones that we should, insofar as possible, make every effort to determine, when hiring new men, that they are free from lung disorders. I know this is a difficult thing to do but perhaps a study could be made by you or by our Company regarding the best manner to combat situations of this kind.

J. E. Zeller

- 2 -

Feb. 19, 1960

J. E. Roper

They undoubtedly cause our insurance rate to go up every time something of this nature takes place, and perhaps we could determine on some manner of securing X-Ray reports on new men as I understand the Union now takes X-Rays of at least a large portion of the men's chests each year. I think some study on this point might be worthwhile. I would appreciate your comments on this at your convenience.

May 12, 1958

The Travelers Insurance Company
147-149 Milk Street
Boston 9, Mass.

Gentlemen:

D/A - 10/28/57

We have noted the wage record of James Shepherd covering his entire employment with Armstrong Cork Company on the attached form. Please note the last two items represent wages earned after the alleged date of the accident.

In view of the nature of the claim and his very limited employment with Armstrong Cork Company, we imagine our liability will be almost nil.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

JEZ

Enclosure

WAGE STATEMENT: PREPARE IN DUPLICATE

Employer: Armstrong Cork Co. Employee: James Shepherd

File No. B-8602111, Flynn-B. Date of Accident: 10-28-57 Date of Hire:

PLEASE FURNISH FULLY THE FOLLOWING IMPORTANT INFORMATION

1. Number of children under 18 years of age:
2. Dependents other than children:
3. Has employee been certified by U. S. Veterans Administration for any type of disability?
4. The following is a true copy of the payroll record of the above employee or of a fellow employee in the same class of employment.
Payroll Record—see Instructions below*
- Signed:
- Title:

Week No.	Year 1957		Amount Paid Including Overtime	No. of Meals Per Wk.	Was Room Furnished Employee?	Week No.	Year		Amount Paid Including Overtime	No. of Meals Per Wk.	COMMENT
	Month	Day					Month	Day			
1	9	22	109.44		Yes _____ No _____ If Tips or other Benefits were earned, describe and state value per week.	27					
2	9	29	136.80			28					
3	10	6	136.80			29					
4	10	13	273.60			30					
5	10	20	383.04			31					
6	10	27	328.32			32					
7	11	3	54.72			33					
8	11	10	13.68			34					
9						35					
10						36					
11						37					
12						38					
13						39					
14						40					
15						41					
16						42					
17						43					
18						44					
19						45					
20						46					
21						47					
22						48					
23						49					
24						50					
25						51					
26						52					
TOTAL			1,436.40			TOTAL			1436	40	

*Indicate only those wages earned by injured employee during 52 week period immediately preceding accident. If injured has worked but a short time, substitute wages of a fellow employee in the same class of employment and who has worked for a substantial portion of the 52 week period.

FOR INSURER'S USE ONLY

DIVISOR	TOTAL WAGES (MINUS DEDUCTIONS)	AVERAGE WEEKLY WAGE	COMPENSATION RATE
---------	--------------------------------	---------------------	-------------------

(SPACE FOR INSURER'S EXPLANATORY NOTE OR FIGURING)

ARMSTRONG CORK COMPANY

Insurance Department

INTER/

OFFICE COMMUNICATION

Armstrong
CONTRACTING AND SUPPLY
CORPORATION

To *Nick Schmitt*
Fred Gardner, AC&S, Lancaster

May 7, 1958

From F. H. Sherman, AC&S, Boston

Subject Request for Wage Information
James Shepherd

432-01-0980
Attached please find The Travelers Insurance Company form #C-4231, requesting wage information on one James Shepherd. Mr. Shepherd worked for us from September 17, 1957 to November 4, 1957.

We would appreciate your having the attached form completed and returning it to Traveler's at 147-149 Milk Street, Boston 9, Mass.

5/9/58
Watt
dn
Enc.

Frank

April 14, 1958

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

Dear Jim:

Subject: Workmen's Compensation - Mass.
Employee - James R. Shepard

The enclosed copy of an intra-company memorandum dated April 7 sets forth the most recent developments in the above claim. The alleged injury had been reported to the Boston office of The Travelers on February 4.

We wish to point out that although it is believed that we were the last employer of James Shepard, this is not a statement of fact as we have no knowledge of Shepard's employment following his short tour of duty with us. Please pass this information on to The Travelers.

Sincerely yours,

Wallace B. Hofferth
Assistant General Manager
Insurance Department

JEZ

Enclosure

(Letter in duplicate)

*filed under
11/4/57
last day worked for A*



CONTRACTING AND SUPPLY
CORPORATION

Subsidiary of Armstrong Cork Company

120 NORTH LIME STREET
LANCASTER, PENNSYLVANIA

APR 14 1958

April 10, 1958

Mr. E. G. Fiedler
Legal Department
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Ed:

Subject: James R. Shepard

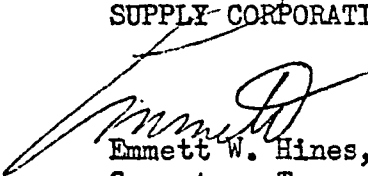
SE 032-01-0780

Attached is a copy of an inter-office communication received from our Boston district manager, Mr. J. J. Roper. This communication has to do with certain contacts which he has had with the Commonwealth of Massachusetts, Division of Industrial Accidents, in connection with an ex-Armstrong Cork Company employee.

I am sure that Mr. Roper or any other employees of our company who can be of any help to you in this matter will be glad to cooperate with your office.

Very truly yours,

ARMSTRONG CONTRACTING AND
SUPPLY CORPORATION


Emmett W. Hines, Jr.
Secretary-Treasurer

AY

Enclosure

4/11/58
WGS

INTER

OFFICE COMMUNICATION

EW*
Armstrong
CONTRACTING AND SUPPLY
CORPORATION

To J. W. Liddell, AC&S, Lancaster
From J. J. Roper, AC&S, Boston
Subject James R. Shepard

April 7, 1958

PERSONAL

Dear Jim:

On February 3rd, we received a communication from The Commonwealth of Massachusetts, Division of Industrial Accidents, dated January 31, 1958, indicating that the above-named, who was a Pipe Coverer and who worked for us from September 17, 1957 to November 4, 1957, had an accident on the job. We had no record of any accident and our foreman indicates that none was reported to him. On February 4, 1958, upon receipt of the communication, Frank Sherman mailed in an accident report form giving the man's name and address and other statistics, and quoted as follows: "This man was employed by us from ^{SEPTEMBER} 17, 1957 to November 4, 1957.....have no record of any accident on job...was applying Pipe Covering and Block at job (Mystic Station, Boston Edison Company)".

A few days ago, when I was out of the office, Mr. Giroux of the Division of Industrial Accidents, Commonwealth of Massachusetts, 18 Tremont St., Boston, called at the office and advised Frank Sherman that James Shepard had died, apparently of some lung disorder and that "his wife intended to sue the Armstrong Cork Company claiming that the cause of death was the result of his working for the Armstrong Cork Company."

James Shepard was a Plasterer working on a permit as a Pipe Coverer and probably spent a minor part of his working life as a Pipe Coverer. Of course it is quite obvious that in working for us for a period of only seven weeks, he could hardly have contracted anything in this length of time which could have resulted in his death. We believe that we are his last Employer and Mr. Giroux told Frank Sherman that this was probably why his wife was bringing action against the Armstrong Cork Company. You will note that the time during which he worked for us, he was in the employ of the Armstrong Cork Company, not the Armstrong Contracting and Supply Corp.

KF

John

STANDARD FORM FOR Employer's First Report of Injury

Approved by I. A. I. A. B. C.

FEB 7 1958 REPORTED

Complete this form promptly after injury occurs.
Send original to Division of Industrial Accidents
Ninth Floor, 18 Tremont Street, Boston 8, Mass.

Send copy to Claim Department
THE TRAVELERS INSURANCE COMPANY
147-149 Milk Street, Boston 9, Mass.

State's
Number
For:

File:

Carrier:

Employer:

Carrier's File No.

(The spaces above not to be filled in by Employer)

Employer	1. Name of Employer <u>Armstrong Cork Company</u> 2. Office address: No. and St. <u>270 First Avenue</u> City or Town <u>Brookline</u> State <u>Mass.</u> 3. (a) State name of insurance company with whom you are insured to provide payment to injured employees under the Workmen's Compensation Act. <u>THE TRAVELERS INSURANCE COMPANY</u> (b) If not so insured, give number of employees on date of this report. 4. Give nature of business (or article manufactured)
Time and Place	5. (a) Location of plant <u>Boston Edison Co.</u> Department <u>Electric Station, Everett</u> (b) Place where injury occurred (c) State if injury occurred on or off employer's premises <u>10</u> 6. Date of Injury 19... Day of week Hour of day A.M. P.M. 7. Date disability began 19... A.M. P.M. 8. Was injured paid in full for this day. 9. When did you or foreman first know of injury. <u>1-21-58</u> 10. Name of foreman <u>George Anderson</u>
Injured Person	11. Name of injured <u>JAMES A. SHENBERG</u> (First Name) (Middle Initial) (Last Name) 12. Address: No. and St. <u>16 O-Gon Street</u> City or Town <u>Dorchester</u> State <u>Mass.</u> 13. Check (✓) Married. Single. Widowed. Widower. Divorced.; Male <u>x</u>; Female. 14. Age <u>39</u> Did you have on file employment certificate or permit. 15. (a) Occupation when injured <u>Line Coverer</u> (b) Was this his or her regular occupation? <u>Yes</u> (If not, state in what department or branch of work regularly employed) 16. (a) How long employed by you <u>7 weeks</u> (b) Piece or time worker <u>time</u> (c) Wages per hour <u>\$3.42</u> 17. (a) No. hours worked per day <u>8</u> (b) Wages per day \$ <u>27.36</u> (c) No. days worked per week <u>5</u> (d) Average weekly earnings \$ <u>136.80</u> (e) Where applicable give number of meals furnished employee each week, and estimated value per day, week, or month of any lodging, fuel or other advantages furnished employee.
Cause of Injury	18. Machine, tool or thing causing injury 19. Kind of power (hand, foot, electrical, steam, etc.) 20. Part of machine on which accident occurred. 21. (a) Was safety appliance or regulation provided. (b) Was it in use at time. 22. Was accident caused by injured's failure to use or observe safety appliance or regulation. 23. Describe fully how accident occurred, and state what employee was doing when injured. <u>This man was employed by us from Sept. 17, 1957, to Nov. 1, 1957. We have no record of any accident on job. Was performing line covering and block at above job.</u> 24. Names and addresses of witnesses.
Nature of Injury	25. Nature and location of injury (describe fully exact location of amputations or fractures, right or left). 26. Probable length of disability. 27. Has injured returned to work. If so, date and hour At what wage \$ 28. At what occupation. 29. Name and address of physician. (b) Name and address of hospital.
Fatal Cases	30. Has injured died. If so, give date of death.

Firm name

Signed by

Official Title

Date of this report