

The Travelers

*The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company*

L. F. Rutten, President

Hartford, Connecticut

LIABILITY CLAIM DIVISION

30-42 EAST 42d STREET

NEW YORK, N. Y.

LIABILITY

CALVIN P. REID, MANAGER

OSWALD REIN'L, ADJUSTER

RALPH E. LOGAN, ADJUSTER

ADDRESS ALL REPLIES TO LIABILITY DEPARTMENT

CLAIM DIVISION

PHONE 8120 MURRAY HILL

REFER, PLEASE
TO FILE NO.

Ethyl Gasoline Corp.

May 20, 1929.

Dr. Robert A. Kehoe,
College of Medicine,
Eden & Bethesda Avenues,
Cincinnati, Ohio.

Dear Doctor:

I hand you herewith copy of letter I am writing
to Thompson, Knight, Baker & Harris and copies of the correspondence
I am sending to them.

Very truly yours,

Calvin P. Reid
Manager.

CPR:LM

KE 0011542

Ethyl Gasoline Corp.

re
[REDACTED]

May 20, 1929.

Messrs. Thompson, Knight, Baker & Harris,
Dallas,
Texas.

Gentlemen:

I think our last communication to you upon this subject was dated April 26, 1929. I now enclose copy of a letter dated April 29, 1929 from Mr. Karstedt of the Continental Oil Company to Mr. Webb, the President of our assured and a copy of Mr. Webb's reply dated May 18th, 1929.

In view of the somewhat contradictory reports of the attitude of Dr. Cash and also Dr. Corman, might I suggest the importance to the Continental Oil Company of definitely ascertaining how these doctors are going to testify and upon what they base their opinions.

You will also observe the nature of the report dated November 30, 1928 made by Christian & Fugatt to the Industrial Accident Board attributing McDaniels' condition to "poison from gasoline". It would be interesting to know who made out that report and what actual basis there was for their diagnosis. It seems to me that Christian & Fugatt and the United States Fidelity & Guaranty Company may have accepted somebody's rather loose con-

Messrs. Thompson, Knight, Baker & Harris - 2 -

May 30, 1929.

elusions.

I may say, by the way, that Dr. Kehoe is in possession of a copy of Mr. Karstedt's letter of the 29th ultimo.

In order that you may be fully informed, I am enclosing herewith the following series of letters.

Letter dated May 11, 1929 from Mr. Faver to Mr. Farnsworth
Mr. Karsten's letter of May 14, 1929 to Mr. Webb
Mr. Webb's reply of May 18, 1929
Mr. Webb's letter of May 18, 1929 to me.

The contents of these letters strengthen our suspicion that Christian A. Fugatt's difficulties are due to some exposure not associated with the handling of gasoline of any type. The amount of Ethyl gasoline which these people handle is extremely small when compared to the quantities handled over a period of four or five years by many other customers of our assured.

It seems to me that it is extremely advisable to confer with Dr. Moogh at any early date and if [REDACTED] is in the condition indicated in Mr. Faver's letter of the 11th, that the attorneys for the Continental might want to arrange to have Dr. Kehoe make a physical examination of the plaintiff, assuming of course that they expect to use Dr. Kehoe. In any event, please note the tenor of Mr. Webb's letter of the 18th to Mr. Karstedt.

Very truly yours,

Manager.

COPY

CONTINENTAL OIL CO.

Denver, Colorado.
April 29, 1929.

Mr. E. W. Webb,
President,
Ethyl Gasoline Corporation,
25 Broadway,
New York City.

[REDACTED] vs. Continental Oil Co.

Dear Sir:

Your favor of the 3rd instant enclosing copy of Dr. Machle's report, and your favors of the 5th and 9th instant were duly received. On the 18th inst. we had an order entered by the state court removing this case to the United States District Court at Abilene, Texas. We have thirty days from that date within which to file transcript of the proceedings in the state court with the Federal Court and have at least thirty days after the time of filing of that transcript within which to file an answer. We have requested our attorneys, W.B. Hamilton of Kirby Building, Dallas, Texas, and G.B. Smedley, Hamilton Building, Wichita Falls, Texas, to investigate the case thoroughly and prepare the proper pleading and also to give us their views as to the entire case. They will be the ones who will actively handle the trial of the case. The case will be under the general supervision of our General Attorney, Mr. Robert D. Hawley, Denver. We shall be glad to have your attorney get in touch with our attorneys and furnish such assistance as they can in connection with the defense of the case. If your attorney has prepared any brief as to possible liability which your corporation or ourselves might be subject to under such circumstances, will you kindly ask him to send a copy thereof directly to our General Attorney? We shall be very glad to have any suggestions from you as to how the case should be handled.

In our letter of the 4th instant to you, we stated that we understood that [REDACTED] had been awarded compensation under the Workmen's Compensation Law of Texas on the ground that this injury arose out of his employment by Christian Fugatt and that this compensation was being paid by the United States Fidelity and Guaranty Company, as insurer. Our Texas attorneys state that the practice under the Workmen's Compensation Act of Texas, in cases such as this (which practice was followed in this instance) is that the industrial Accident Board takes no formal action unless there is a contest and there has been no contest in this instance, but the insurance company has been paying the compensation regularly to [REDACTED] at the rate of \$48.00 per month. Our General Attorney suggested to our Texas Attorneys that the award of such compensation might, possibly constitute a release of any claim which [REDACTED] might otherwise have had against us, on the theory that if there was any possible liability on the part of that company it was a joint liability with Christian and Fugatt and that the general rule is that a release of one of the parties jointly liable operates as a release of both. The present impression of our Texas attorneys, however, is that the payment of compensation in this instance would not operate as a release of any liability on our part. It seems to them, however, that the United States Fidelity and Guaranty Company is a necessary party to a complete determination of

this suit but they have agreed with us that it is not advisable just at the present time to suggest this question.

One of our Texas Attorneys advises that he had a talk with McDaniel's attorney and that he expressed the opinion that [REDACTED] was suffering from lead poisoning and stated that both of the Abilene Doctors, and particularly Dr. Cash, told him that they were of the opinion that [REDACTED] present condition was caused by lead poisoning. He also claimed that both of these Doctors stand well in their profession. This statement as to Dr. Cash is not in accordance with the report which we had from Mr. Davis of our Division Manager's office at Wichita Falls which was to the effect that at the time [REDACTED] first went to Dallas for treatment Dr. Cash wrote r. Dorman, who represented the United States Fidelity and Guaranty Company, a letter indicating that it was his opinion that the infection was caused by contact with high test gasolines. Mr. Davis also states that Dr. Dorman apparently agreed in the belief that there was no relation between the skin infection and the arthritis and that according to his latest information there was an improvement so far as the skin infection was concerned, but no considerable improvement in the arthritis. [REDACTED] attorney states that [REDACTED] is not improving; that he was in Abilene on the 16th instant but was going to return immediately to the Sanitarium at Dallas. We have obtained a copy of the report of accident which was made by Christian and Fugatt to the Industrial Accident Board under date of November 30, 1928, and which states that the accident occurred to [REDACTED] on October 17, 1928, a Wednesday, in the morning, and describes the accident as "poison from gasoline", and in referring to part of person injured states "forearm and hands -right and left". It is also stated in the report that Wayne Riddle was an eye witness to the accident.

It is our understanding that in selling the Ethyl Gasoline in question to Christian and Fugatt we took all reasonable precaution and we do not see how there is any ground for any possible liability on the part of this company.

If your attorney has any suggestions as to the nature of the defenses which should be contained in our answer, our attorneys will be pleased to receive same.

Kindly let us hear from you in regard to this case at your early convenience.

Yours truly,

E.S. Karstedt

M

May 18, 1929.

[REDACTED] vs.
Continental Oil Company

Mr. E.S. Karstedt, Vice-President,
Continental Oil Company,
Denver, Colorado.

Dear Mr. Karstedt:

Thank you for the information contained in your letter of the 29th ultimo regarding the above case. We are sending a copy of it to our attorneys, Messrs. Thompson, Knight, Baker & Harris, of Dallas. As suggested by you, we have requested them to get in touch with your attorneys and furnish such assistance as they can in connection with the defense of the case.

We have suggested to our Texas attorneys having our Dr. Kehoe--who is, as you know, in charge of our medical work and is connected with the University of Cincinnati--go to Dallas or such other place in Texas as may be the most satisfactory for a meeting with your attorneys and ours and perhaps some doctor or doctors selected by your attorneys, for the purpose of discussing the medical aspect of the case.

We believe that Dr. Kehoe has had as much, if not more experience in reference to any health hazards associated with the distribution and use of Ethyl Gasoline, than anyone else, and that a conference such as that suggested would be helpful.

Yours very truly,

A:H

E. W. Webb

KE 0011547

C O P Y

J. L. Faver

Abilene, Texas

Mr. M. Farnsworth

5/11/29

Letter No. 577

Dear Sir:

For your information, I beg to inform you of a pending suit against the Continental Oil Company of this city for \$40,000.00 caused by poison to a Mr. [REDACTED] employee of the Christian Fregit Tire Company of Ethyl Gasoline. This employee seems to have gotten a very severe case of poison from this fluid and breaks out every time he comes in contact with the gasoline to the extent that his hands are drawn in a pitiful condition as has been reported to me. Since that time there has been one or two more employees of the firm slightly poisoned in the same manner. We have also lost the Kent Tire Company on this product fearing that such might happen to him and his employees.

Now as to the progress of this suit, I am not in a position to say, just how far Mr. [REDACTED] has gone with it but do know it has been filed and thought I should advise the office so we could use every precaution to protect our interest in this matter. From the remarks made by Mr. Kent there might be a similar charge filed against us. I think there should be a contract to protect us in case such a thing should happen.

I would appreciate hearing from the General Office regarding this, so as to know just how to handle such a charge as this if I should be confronted with the proposition.

Yours very truly,

J. L. Faver

KE 0011548

C O P Y

Texas Pacific Coal and Oil Co.,
Fort Worth, Texas.

May 14, 1929.

Mr. E. W. Webb, President,
Ethyl Gasoline Corporation,
23 Broadway,
New York, N.Y.

Dear Earl:

Enclosed herewith please find copy of a letter received from our Superintendent of the Sales Department relative to a suit for poisoning due to the use of Ethyl gasoline.

While I do not believe there is anything to it, would appreciate your advising us what would be our procedure should similar action at any time be brought against us.

Kindly accept my thanks for your letter relative to the Vapor Phase Cracking processes.

Very sincerely

signed)

E. J. Marston

May 18, 1929.

Mr. Edgar J. Marston, President,
Texas Pacific Coal & Oil Company,
Fort Worth, Texas.

Dear Edgar:

Thank you for transmittal of a copy of letter from
Mr. Paver of Abilene to Mr. Farnsworth dated the 11th, which
was enclosed in yours of the 14th.

It is correct that one [REDACTED] an employee of
Christian & Fugatt has brought a suit against the Continental
Oil Company claiming that he was poisoned by the handling of
Conoco Ethyl Gasoline.

We have had a most thorough examination made of this
man prior to the institution of his suit and find no condition
which in the opinion of our physician is attributable to Ethyl
Gasoline at all.

It is most singular, you will admit, that Ethyl Gaso-
line has been distributed in certain sections continuously for
six years and in others over a period of five, where service sta-
tionmen have handled it daily and in large quantities, and no
such condition as that mentioned has occurred.

Sincerely yours,

A:H

E.W.WEBB

KE 0011550

ETHYL GASOLINE CORPORATION

25 Broadway

New York May 18, 1929.

Ethyl Gasoline Corporation

-re-

Mr. C. P. Reid,
30 East 42nd Street,
New York, N. Y.

Dear Mr. Reid:

Enclosed is a copy of letter received from Mr. Edgar J. Marston, president of the Texas Pacific Coal & Oil Company, a refining customer of ours, and copy of letter from their Mr. Faver at Abilene, Texas, to Mr. Farnsworth of their organization; also copy of my reply.

You will recall that at the time the McDaniel complaint was brought to our attention it was reported that there was another employee who had been somewhat affected in a similar manner.

That part of the letter from Mr. Faver which says:

"Since that time there has been one or two more employees of the firm slightly poisoned in the same manner."

is of course either untrue or, if true, most significant. It is inconceivable that Ethyl Gasoline after its distribution continuously for six years, except for the interruption of one year, by the Standard of Indiana in ten middle-western states, and by the Refiners Oil Company continuously for six years in the state of Ohio, where substantially the same kind of gasoline base stock is used with which Ethyl fluid is mixed, without such an untoward result as that indicated at Christian & Fugatt's place in Abilene, could be responsible for this situation. I wonder if there is not some other cause of possible infection, either high test gasoline or something else associated with that particular outfit which may have affected the skin of several people. Mr. Faver's letter indicates that McDaniel's employer is in the tire business. It may be that there is some connection between that business and the skin infection referred to. I only offer this as a possibility. It seems to me the uniqueness of the situation prompts immediate investigation by the interested parties.

Yours very truly,