FILE NAME: Insulators Workers' Comp Claims (IWC)

DATE: 1961

DOC#: IWC038

DOCUMENT DESCRIPTION: Claimant - Knopp, Samuel P. [Knopp v. Leroy Insulation]

0040835

RUSSELL S. FISHER, M.D.
CHIEF MEDICAL EXAMINER

CHARLES F. GUDDEN, M.D.
ASSISTANT MEDICAL EXAMINER

DR. VASILI C. FINADI, M.D.
ASSISTANT MEDICAL EXAMINER

HENRY C. PREINDITH, PH.D.
TOXICOLOGIST

PAUL SCHWEDA, P. D.
ASSISTANT TOXICOLOGIST

THE STATE ROADS COMMISSION
OF MARYLAND

MARLAND BOSLEY, M.D., CHAIRMAN
ALICE T. BENNETT, JR., M.D., SECRETARY
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PERCY F. FEATHER, M.D.
HUNTINGTON WILLIAMS, M.D.

STATE OF MARYLAND
DEPARTMENT OF POST MORTEM EXAMINERS
OFFICE OF THE CHIEF MEDICAL EXAMINER
700 FLEET STREET
BALTIMORE 2, MARYLAND

February 3, 1962

Mr. Alfred M. Porth
11th Floor
100 St. Paul Place
Baltimore 2, Maryland

Dear Mr. Porth:

On January 26th. I went to the Sinai Hospital and examined, through the courtesy of Dr. Raven, the tissues and slides and the protocol in the case of Samuel P. Knapp. The record shows that he died on August 11, 1961 at 2:35 A.M., Sinai autopsy number 6094. The gross examination revealed [illegible] of significance [illegible]:

[illegible] lung lobe was the site of a large [illegible] which extended up the bronchus across the midline into the right main stem. In addition to this cancer there was extensive consolidation of the left lung due to pneumonia caused by the Pseudomonas organism. Microscopically the cancer was a very poorly differentiated small to medium cell type. It had metastasized to the liver and to lymph nodes as well as elsewhere in the body. The lungs microscopically also showed evidence of moderate emphysema and scarring with asbestos bodies in some of the scars. The heart weighed 350 grams and showed moderate enlargement and dilatation of the right ventricle and auricle no doubt secondary to the pulmonary asbestosis. It did not appear that the heart lesions contributed significantly to the death, which was undoubtedly due to cancer.

You have asked whether there was any causal connection between the claimant's death and his previous occupation during which he worked for fifteen years for insulation companies where he was exposed to fiberglass materials and asbestos. On the basis of the pathology found, this cancer did not differ from [illegible] occurring in individuals not exposed to asbestos so that any positive opinion that there is any causal relation cannot be stated. I do think, however, that you should be aware of the fact that there are a number of publications in

THE MARYLAND POST MORTEM EXAMINERS COMMISSION
HARLAN F. [illegible], M.D., Chairman
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OFFICE OF THE CHIEF MEDICAL EXAMINER
700 FLEET STREET
BALTIMORE-2, MARYLAND

recent years in which it is stated that asbestosis is a recognized cause of lung cancer and that this involves not only the asbestos rock miners but also individuals working in the insulation industry utilizing asbestos. Hueper (Archives of Pathology, 71, 237, 1961) is a typical example of this philosophy. Heard and Williams (writing in Thorax volume 16, 264, 1961) site the work of McCullough in the Medical Branch of the Factory Inspectorate reviewed the death reports of 365 asbestos factory workers in the period 1924 to 1955 and found that sixty-five or 18% had lung cancer. Doll in 1955 concluded that the risk of lung cancer in asbestos workers was ten times as great as in the general population if exposure to asbestos lasted for twenty years or more. Opposing opinions have been offered by Braun and Truan in 1958 who found no increased incidence of cancer in asbestos miners but one must differentiate the factory worker from the miner in this regard.

From the standpoint of defending the occupational cancer allegation in this case, I have no doubt you will be faced with witnesses who will say that cancer is alone in the region of scars in the lung due to asbestosis and that, because of the high incidence indicated above, they believe this cancer was due to exposure to asbestos. Their point of view will be strengthened since he did have the typical lung and heart pathology of asbestos injured lung. It would seem to me that the only way to successfully combat this case and every other case of lung cancer that develops in an individual with asbestosis would be to conduct a good epidemiological survey, principally mortality survey of the workers in the particular plant or plants concerned. If the mortality rate from lung cancer among employees turns out to be no greater than that of similar age groups at risk for lung cancer in the population, it would be compelling evidence that this man's cancer was not caused by his exposure. If, on the other hand, the survey should reveal a considerably increased incidence of lung cancer similar to that described by Dr. Knepp, I believe you would have to conclude that there is reasonable medical evidence to suggest the probability of Knepp's cancer being industrial in origin. To effect such a survey, one, of course, takes a calculated risk that he will not complete the evidence which will cause each lung cancer in a worker suffering from asbestosis lung disease and employed by this company to be a compensation case which will have to be paid. This is exactly what happened to the Mutual

0010837

CHIEF MEDICAL EXAMINER
WILLIAM M. [illegible] PETTY, JR., M.D.
ASSISTANT MEDICAL EXAMINER
CHARLES G. PETTY, M.D.
ASSISTANT MEDICAL EXAMINER
W. BRADLEY KING, M.D.
ASSISTANT MEDICAL EXAMINER
HENRY C. FREIMUTH, PH.D.
TOXICOLOGIST

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STATE OF MARYLAND
DEPARTMENT OF POST MORTEM EXAMINERS
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700 FLEET STREET
BALTIMORE 2, MARYLAND

Chemical Company in Baltimore some fifteen years ago and they have paid quite a few since then. On the other hand, it would seem fair and just that this should be so. The Mutual Chemical Company's experience was not entirely voluntary since the survey was made by the Public Health Service and was published regardless of the desire of the company.

I believe you should discuss with your principals the conduct of such a study at company expense with the understanding they would have the choice as to whether the results were published. Meanwhile, I suspect this case will be lost since we have no evidence to refute a high instance of lung cancer in the employees of this company and there is considerable medical literature incriminating asbestos.

With kindest regards, I am

Sincerely yours,

Russell S. Fisher, M.D.
Chief Medical Examiner

rsf:mlh

010832

Mr. Blaine Baltimore Claim 3/20/62

W.L.Shoemaker/ml Upper Darby Eng.

S. P. Knopp
Va: Leroy Insulating Company
OD Cancer-Asbestosis

PECEIVED MAR 21 1962

The following information was available to me in the Baltimore Claim File, reviewed for advice to Mr. Wray. The deceased started to work for the risk March 18th, 1957, left their employment on July 7th, 1961 and died on August 11th, 1961. Nowhere could I find the age of the deceased - the file was in the office of Attorney Forth. The deceased was a foreman for our risk and for fifteen years prior to our insured's employment had been a foreman for the Standard Insulation Company, Baltimore. There was no information as to the operations of the Standard Insulation Company, nor did our lawyer know at the time of my call. A medical report by Sylvia Lussman, M. D. stated that the insured had been known to smoke two packs of cigarettes per day for the last twenty years. Other evidence in a statement from the deceased's sister said that he had had quite a cough for years. The above physician gave a final diagnosis, "Carcinoma of the lung with matastases disease to lymph nodes and liver. Pneumoconeosis of the lung -".

I am attaching photostat of letter by Russell S. Fisher, M.D., Chief Medical Examiner, City of Baltimore sent to Attorney Forth on February 3rd.

Mr. Blaine asked that I talk with Attorney Forth regarding possible defense of such a claim. Mr. Forth showed me the products said to be applied by this risk and the majority of them were of a synthetic nature, such as PVC or rock wool. The only two asbestos products were corrugated pipe covering, made of paper plus what appeared to be magnesia sectional piping, both of which products only contain from ten to fifteen per cent asbestos.

I concurred with Mr. Forth that the references referred to by Doctor Fisher are certainly in existence although Hüper sees cancer as arising from almost everything, is not respected by his colleagues even though he ~~has been~~ a physician in the National Institute of Health.

However, there were doubts in my mind as to what competent person had made a diagnosis of asbestosis. There is no asbestos industry to speak of in Baltimore although natur-

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ally, they do have highly qualified physicians. The Doctor Fisher inquention is a professor of Forensic Medicine both at the University of Maryland and Johns Hopkins. While he is no doubt highly qualified in the field of legal medicine, in the last paragraph of his letter it surprised me to see him settling for deciding Mr. Blaine's case for him - I thought the man was asked for medical advice and not for legal advice.

Therefore, I suggested to you that Doctor Kenneth W. Smith, Medical Director, Johns-Manville Corporation, 22 East Fortieth Street, New York 16, N. Y., whom I have met on several occasions. At the request of Mr. Blaine, I phoned Doctor Smith this morning and he supplied the following information.

(1) Doctor Smith would suggest that the tissues and slides be examined for other toxic materials. He suggested that a section of the lung be made for such an examination - I could not tell him from the information I had whether such a section was in existence.

(2) Medical authorities should be unable to pin down asbestos exposure as the sole cause of the cancer which is said to have killed the man - no one knows the actual cause of cancer. This is the reason for identifying other materials in the available tissues. The matter of heavy smoking should be built up although no evidence may remain in the lungs of the effects of smoking.

(3) Doctor Smith cannot testify in defense of such cases - he says he has tried it and has always had his testimony discounted as being in the employ of a large asbestos producer.

(4) He suggested for expert medical testimony the use of A. J. Lanza, M. D., New York University Medical Center, 550 First Avenue, New York 16, N. Y. Doctor Lanza is one of the pioneers in Industrial Health, retired as Medical Director for the Metropolitan Life Insurance Company. Doctor Smith advises that Doctor Lanza has just completed a study in an asbestos brake lining plant in Manheim, Pa. in order to determine the incidence of cancer among asbestos exposed workers. I believe you can rest assured that Doctor Lanza must not have found much cancer in this plant or Doctor Smith would not be recommending him. Doctor Lanza is an international figure in the Industrial Health Field.

Doctor Smith offered the following information on their own experience with asbestos and cancer. In New Jersey they operate plants employing some 5,000 employees exposed to asbestos and in the last ten years the employee group have reported sixteen cases of cancer. This is the [illegible]

of development of cancer as would be expected among the population who have not been exposed to asbestos. Of particular interest is the fact that among 500 asbestos textile workers, no cases of cancer have developed - all the cancer has been elsewhere. The reason this is of particular interest is that the major exposure to asbestos dust, at least in my experience, has always been in the textile end of the business.

He said that where a claim for lung cancer among the above cases did arise, they have only paid for it on the basis of the employee showing evidence of advanced stages of asbestosis - mainly because of what they feel to be their moral responsibility although, of course, with the selfish reason of making a quiet settlement rather than having the case recorded in the law Journals.

Please understand that I have no fixed opinions about this case, particularly as there seemsto be very limited information available when I was in Baltimore. However, it did appear important to me that a doctor having previous experience in the asbestos trades be given a look at the lung x-rays as well as the tissue material. Years ago all the large mutual casualty companies issued the following statement by their committee on occupational disease in regard to control of claims in foundries, "It is recommended that x-ray interpretations be made only by physicians who are qualified to interpret x-rays and who have training and wide experience in the diagnosis of silicosis, tuberculosis and other respiratory ailments." Asbestosis is an even more rare disease than silicosis. It is true that there may be asbestos particles in the tissues examined by the doctor but I have no doubt but that such bodies could be found in the lungs of our engineers serving a large asbestos producer in the Philadelphia area. In years back when considerable quantities of asbestos were handled, they employed as many as 1,000 people and so far, in spite of the development of a number of asbestosclaims, we also have had no claims for cancer arising from such exposure as yet.

Industrial Hygienist

cc: Mr. Wray, Baltimore
Mr. Skinner, Home Office Engineering

February 10, 1981

Pete Nicholl, Esq.

Dear Pete,

I'm afraid several of our projects aren't going as well as hoped. The Medical Board has come up with a state's attorney who is arguing that the Medical Board records are not open to public view. While the lawyers argue that out in the state's attorneys' offices, maybe you can inquire after the records of Samuel P. Knopp. Records just produced in discovery show that Mr. Knopp was an insulation worker who died with asbestosis, lung cancer -- and filed a compensation claim, opposed by attorney Alfred M. Porth of Baltimore. The defendant was Leroy Insulating Company, and in addition Mr. Knopp had worked for Standard Insulation Company. Diagnosis was made by Dr. Sylvia Sussman and Dr. Russell S. Fisher, Chief Medical Examiner for the State Department of Post Mortem Examiners at 700 Fleet Street in Baltimore. The man died in 1961, and the claim was almost definitely filed the following year (in the first quarter).

Apparently, this case sent a shock wave through the industry. A troubleshooter for Keasbey and Mattison, an insulation manufacturer, contacted Dr. K.W. Smith of Johns-Manville, and was sent to Dr. A.J. Lanza as a possible medical expert defense witness. It would be fascinating to examine the claim file for that case; and possibly quite useful in the asbestos litigation. Therefore, I hope you can make use of your pleasant acquaintance with the public servants in the Medical Exam'd office. If you get the chance to photocopy that file, please do so.

Still looking these new documents over, I see that Mr. Porth was the defense attorney, and that it was the defendants who consulted Dr. Fisher of the Medical Examiner's Office. I can't tell who obtained Dr. Sussman's opinion. Interestingly enough, there are telephone listings for Dr. Fisher (396-3823) and Mr. Porth (727-1164), although not Dr. Sussman. It would be interesting to find the plaintiff's attorney, if he is around, and ask what contact he had with various members of the industry and those they referred to as the "medical fraternity", etc. Could Mr. Porth be coaxed into telling us the plaintiff's attorney's name, in the event that we have trouble getting the claim file at the Medical Board? (Actually, the actual claim file may be held by other offices of the Workmen's Comp Commission)

Our friends the Springfield Hospital maintenance workers are being forced to the wall on their refusal to strip out asbestos. Now that the fools at the hospital administration have dropped this well-publicized hot potato on their bosses in the state health department, hopefully a favorable resolution will be forthcoming. However, the stakes are much higher for the state, with the possible repercussions in other state buildings. Now that Grace and I have played our cards, it may soon be time for you to let the powers that be know in no uncertain terms that the men are represented by competent, tenacious counsel with ample resources to see it through. A leaflet by the Asbestos Workers is enclosed, copies of which I request that you send to Bob Ridgely and (return) to me.

ASHCRAFT & GEREL

ATTORNEYS AND COUNSELLORS AT LAW

SUITE 805

10 EAST BALTIMORE STREET

BALTIMORE, MARYLAND 21202

(301) 539-1122

WASHINGTON, D.C. 20036
SUITE 700
2000 L STREET, N.W.
(202) 783-6400

ROCKVILLE, MD. 20852
SUITE 1002
ONE CENTRAL PLAZA
11300 ROCKVILLE PIKE
(301) 770-3737

ALEXANDRIA, VA. 22304
SUITE 220
4660 KENMORE AVENUE
(703) 751-7400

LANDOVER, MD. 20785
METRO 400 BLDG.
4301 GARDEN CITY DRIVE
(301) 459-8400

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MARK T. DALY, JR.
JULIA H. BUTLER

February 23, 1981

Mr. Barry I. Castleman
Environmental Consultant
Box 230A Valley Road
Knoxville, Maryland 21758

Re: Samuel Knopp

Dear Barry:

Enclosed please find copies of everything in the file on Samuel Knopp.

There were no medicals at all in the file except for the short letter from Dr. Lynn. As you can see, the claim was settled without a hearing. However, Henry Newburger, the claimant's attorney, is still listed in the Maryland Lawyer Directory. His address is 1014 Court Square Building, Baltimore, Maryland (Phone number is 727-1677).

We didn't have any problems getting our hands on the file but then I suppose the machete I was holding may have had something to do with that.

I trust some of this information is useful. Please let me know if I can be of any further assistance.

Thank you for your kind attention to this matter.

Very truly yours,

Peter T. Nicholl

PETER T. NICHOLL

PTN/cet

Enclosures

HN has no memory of the case, will look for the file (prob. destroyed by now).

MAY 22 1962
WC
COMPENSATION COMMISSION

Claim No. A 303798
Claimant: Samuel P. Knopp, deceased
Helen N. Knopp, widow
Employer: Walter W. Leroy t/a Leroy Insulation Company
Insurer: American Mutual Liability Insurance Company

WHEREAS Helen N. Knopp, claimant, has filed a claim with this Commission on her own behalf and on behalf of Nancy Jane Knopp, Elizabeth Carole Knopp and Elaine Ruth Knopp, infants, alleging that they were dependents of Samuel P. Knopp, deceased, and further alleging that the death of Samuel P. Knopp which occurred on August 11, 1961 was causally related to an occupational disease he sustained in the course of his employment with Walter W. Leroy, trading as Leroy Insulation Company on or about July 7, 1961; and

WHEREAS the employer and insurer dispute that the death of Samuel P. Knopp was causally related to his occupation and further dispute the claim on other grounds; and

WHEREAS the parties desire to make a final compromise settlement of the case rather than to submit the issues involved to the determination of the Workmen's Compensation Commission, and have agreed upon a final compromise settlement, subject to the approval of the Commission:

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the parties hereto that this case be finally compromised and settled by the employer and insurer paying to or for the benefit of the claimant, Helen N. Knopp, for her own use and for the use of Nancy Jane Knopp, Elizabeth Carole Knopp and Elaine Ruth Knopp, infants, the sum of Seven Thousand, Five Hundred Dollars ($7,500.00) in the manner provided for in the Order approving this agreement, in full and final compromise settlement of all claims now existing or which may hereafter arise for compensation, medical, surgical or hospital treatment

or funeral expenses caused by or in any manner arising out of the alleged occupational disease and death of the said Samuel P. Knopp.

WITNESS the hand and seal of the claimant and signatures of counsel for the claimant and counsel for the employer and insurer this day of May, 1962.

Helen N. Knopp (SEAL)
Helen N. Knopp, individually
and on behalf of Nancy Jane Knopp,
Elizabeth Carole Knopp and
Elaine Ruth Knopp, infants,
Claimant

Henry H. Newburger
Attorney for Claimants

Alfred M. Porth
Attorney for Employer and Insurer

ORDER

The undersigned member of the Workmen's Compensation Commission hereby signifies this 23rd day of May, 1962, the approval of that body to the within Final Settlement Agreement, and directs the employer and insurer to pay the sum of Seven Thousand, Five Hundred Dollars ($7,500.00) in full and final settlement of their liability as herein set forth, as follows:

To Henry I. Newburger, Attorney, for fee $ 1,500.00

To Helen N. Knopp, Claimant, for her own use and for the use of Nancy Jane Knopp, Elizabeth Carole Knopp and Elaine Ruth Knopp, infants, at the rate of $ 25.00 per week beginning August 12, 1961 $ 6,000.00

Total $7,500.00

Commissioner

Commissioner

Form No. 3. F. 1-1946-Md.

STANDARD FORM FOR EMPLOYER'S FIRST REPORT OF INJURY

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

Complete and send one copy immediately to
STATE INDUSTRIAL ACCIDENT COMMISSION
741 EQUITABLE BUILDING, BALTIMORE, MD.
and one copy to DEPT. OF LABOR & INDUSTRY,
12 E. MULBERRY STREET, BALTIMORE 2, MD.

Send two copies of this report to
AMERICAN MUTUAL LIABILITY INSURANCE CO.
AMERICAN MUTUAL BUILDING
3723 YORK ROAD, BALTIMORE 12, MARYLAND

WORKMEN'S COMPENSATION COMMISSION
State's Number 9
File: H-23797
Carrier: 52 WA 61
For:
Employer:
Carrier's File No.
(The spaces above not to be filled in by Employer)

Md. Bd

Employer

1. Name of Employer Walter E. Leroy t/a Leroy Insulation Co.
2. Office address: No. and St. 1416 Madison Ave. City or Town Baltimore 17 State Md.
3. Insured by AMERICAN MUTUAL LIABILITY INSURANCE COMPANY
4. Give nature of business (or article manufactured) Industrial Insulation Applicator

Time and Place

5. (a) Location of plant or place where accident occurred No accident occurred
   -- Department -- State if employer's premises --
   (b) If injured in a mine, did accident occur on surface, underground, shaft, drill or mill --
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 --
10. Name of foreman --

Injured Person

11. Name of Injured Samuel P. Knapp (First name in full) (Last name in full) Social Security No. 214 03 7
12. Address: No. and St. 5020 Belair Road City or Town Govt. more 6 State Md.
13. Check (✓) Married X, Single --, Widowed --, Widower --, Divorced --; Male X, Female --; White X, Colored --
14. Nationality U.S. Citizen of U.S. of A. Speak English Yes
15. Age -- Did you have on file employment certificate or permit -- --
16. (a) Occupation when injured Asbestos Worker (b) Was this his or her regular occupation Yes
    (If not, state in what department or branch of work regularly employed) -- --
17. (a) How long employed by you 4 years (b) Piece or time worker Time (c) Wages per hour $ 4.10
18. (a) No. hours worked per day 8 (b) Wages per day $ 32.80
    (c) No. days worked per week 5 (d) Average weekly earnings $ 164.00
    (e) If board, lodging, fuel or other advantages were furnished in addition to wages, give estimated value per day, week or month --

Cause of Injury

19. Machine, tool or thing causing injury --
20. Kind of power, (hand, foot, electrical, steam, etc.) --
21. Part of machine on which accident occurred --
22. (a) Was safety appliance or regulation provided -- (b) Was it in use at time --
23. Was accident caused by injured's failure to use or observe safety appliance or regulation --
24. Describe fully how accident occurred, and state what employee was doing when injured On Friday, July 7, 1961, the last day the deceased worked, he said he was not feeling well and wanted to take off the next week. The deceased subsequently entered Sinai Hospital and died. We were told he died of Cancer.
25. Names and addresses of witnesses --

Nature of Injury

26. Nature and location of injury (describe fully exact location of amputations, fractures, right or left) --
27. Probable length of disability -- 28. Has injured returned to work -- If so, date and hour -- At what wages $ --
29. At what occupation --
30. (a) Name and address of physician --
    (b) Name and address of hospital --

Fatal Cases

31. Has injured died Yes If so, give date of death August 11, 1961

Date of this report October 20, 1961 Firm name Leroy Insulation Co. By [signature]

Policy Period

Form No. S. F. 1-1946-Md.

STANDARD FORM FOR EMPLOYER'S FIRST REPORT OF INJURY

WORKMEN'S COMPENSATION COMMISSION

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

Complete and Send one copy immediately to

STATE INDUSTRIAL ACCIDENT COMMISSION
741 EQUITABLE BUILDING, BALTIMORE, MD.
and one copy to DEPT. OF LABOR & INDUSTRY,
13 E. MULBERRY STREET, BALTIMORE 2, MD.

Send two copies of this report to

AMERICAN MUTUAL LIABILITY INSURANCE CO.
AMERICAN MUTUAL BUILDING
5722 YORK ROAD, BALTIMORE 12, MARYLAND

H 10-20-61 W. Bd

Oct 2

Number 4h39 A6A1 File: 303198

For: Carrier:

Employer:

Carrier's File No.

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

Baltimore, MD. C (Claim No.) (Ed. Code) WC Policy Period O. Code

Employer

1. Name of Employer Walter W. Lorey t/a Lorey Insulation Co.
2. Office address: No. and St. 1410 Madison Ave. City or Town Baltimore 17 State Md.
3. Insured by AMERICAN MUTUAL LIABILITY INSURANCE COMPANY
4. Give nature of business (or article manufactured) Industrial Insulation Applicator

Time and Place

5. (a) Location of plant or place where accident occurred No accident occurred Department State if employer's premises
   (b) If injured in a mine, did accident occur on surface, underground, shaft, drill or mill
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
10. Name of foreman

Injured Person

11. Name of Injured Russel P. Knepp Soc. Sec. No. 216 03 7[illegible]
    (Last) (Initial)
12. Address: No. and St. 1[illegible] Belair Road City or Town Baltimore State Md.
13. Check (✓) Married X, Single, Widowed, Widower, Divorced; Male X, Female; White X, Colored
14. Nationality Italy Citizen of Italy Speak English Yes
15. Age Did you have on file employment certificate or permit
16. (a) Occupation when injured Asbestos Worker (b) Was this his or her regular occupation Yes
    (If not, state in what department or branch of work regularly employed)
17. (a) How long employed by you 4 years (b) Piece or time worker Time (c) Wages per hour $ 4.15
18. (a) No. hours worked per day 8 (b) Wages per day $ 33.20
    (c) No. days worked per week 5 (d) Average weekly earnings $ 166.00
    (e) If board, lodging, fuel or other advantages were furnished in addition to wages, give estimated value per day, week or month

Cause of Injury

19. Machine, tool or thing causing injury 20. Kind of power. (Hand, steam, electrical, steam, etc.)
21. Part of machine on which accident occurred
22. (a) Was safety appliance or regulation provided (b) Was it in use at time
23. Was accident caused by injured's failure to use or observe safety appliance or regulation No Injury.
24. Describe fully how accident occurred, and state what employee was doing when injured. July 7, 1961, the last day the diseased worked, he and I [illegible] was not feeling well and wanted to take off the next week. The diseased suffered [illegible] a heart attack in the Hospital and died. We were told

25. Names and addresses of witnesses

Nature of Injury

26. Nature and location of injury (describe fully exact location of amputations or fractures, right or left)
27. Probable length of disability 28. Has injured returned to work
    If so, date and hour At what wages $
29. At what occupation
30. (a) Name and address of physician
    (b) Name and address of hospital

Fatal Cases

31. Has injured died Yes, give date of death Oct. 22, 1961

October 20, 1961
Date of this report Firm name Walter W. Lorey Insurance Co.
Tel. No. Signed by Walter W. Lorey Official Title Owner

Claim No. A 303790

Deceased Employee Samuel P. Knopp

Claimant Helen M. Knopp (Widow)

NOTICE TO EMPLOYER AND INSURANCE CARRIER OF DEPENDENT'S CLAIM

FATAL CASE

Walter W. Leroy t/a Leroy Insulating (Employer)

1416 Madison Ave., Balto. 5 Md.

American Mutual Liab. Ins. Co. (Insurer)

George W. Blaine 5722 York Rd., Balto. Md.

Date October 18, 1961

Henry I. Newburger
111 N. Charles St.
Atty. for Claimant.

This is to notify you that the Workmen's Compensation Commission has received at its Baltimore office, the above entitled claim for compensation for death due to an accident upon the _____ day of _____, 19___, arising out of and in the course of employment by the above named employer of deceased, who died on the 11th day of August, 19 61

COPY OF DEPENDENT'S CLAIM:

I was Wife of the deceased employee and was dependent upon the deceased for support at the time of death, who contributed about $_____ weekly to my support. I was at time of death of deceased receiving support also from _____ of $_____ weekly, and am still receiving the same amount. I am not possessed of any other means of support except as follows: _____

I have no money deposited in any bank or trust company except as follows: _____

I do not own any real estate, stocks, bonds nor mortgages except as follows: _____

Average weekly wage of deceased was $ 100.00

I have the following named children who were also dependent upon deceased for support:

NAME	DATE OF BIRTH
Nancy Jane Knopp	11/2[illegible]/43
Elizabeth Carole Knopp	12-24-44
Elaine Ruth Knopp	4-19-5[illegible]

What claimant understands caused the injury: Carcinoma of lung caused by asbestosis due to many years exposure to asbestos dust while in the employ of Leroy Insulation Company.

Remarks: _____

I was married to the deceased on the 25th day of October 19 47 at Towson 4, Md. I reside at No. 3116 Kendrick Rd. City of Baltimore State of Maryland

[illegible] A hearing has been requested by the Attorney for the Claimant. Each request for hearing shall state with particularity the issues of fact and law proposed to be raised at the hearing.

WORKMEN'S COMPENSATION COMMISSION.

WE HAVE No EMPLOYER'S REPORT

NOTICE

Any employer who shall [illegible] Three

741 EQUITABLE BUILDING, BALTIMORE - 2. MD. WORKMEN'S COMPENSATION COMMISSION

Oct 12 12 AM '61

K.510

CLAIM No. .....

CASE OF SAMUEL P. KNOPP, deceased

FORM OF CLAIM FOR COMPENSATION IN DEATH CASE BY WIDOW.

I, HELEN M. KNOPP, hereby make claim for compensation under Chapter 800, Acts of 1914. My claim arises out of the death of SAMUEL P. KNOPP (Name of Deceased) who died on 11th day of August, 19 61, as a result of injury sustained on OCCUPATIONAL DISEASE- ASBESTOSIS day of ....., 19....., in the employ of Leroy Insulation Company (Name of Employer) of 1416 Madison Avenue, Baltimore, Maryland (Address)

The average weekly wage of deceased was $100.00

What do you understand caused the injury? carcinoma of lung caused by asbestosis due to many years exposure to asbestos dust while in the employ of Leroy Insulation Company.

I was wife (Relationship) of the deceased Samuel P. Knopp (Name of Deceased) and I was dependent upon the deceased for support at the time of his death.

I have the following children who were also dependent upon deceased for support:

NAMES	DATES OF BIRTH
Nancy Jane Knopp	11-21-43
Elizabeth Carole Knopp	12-24-48
Elaine Ruth Knopp	4-19-54

I was married to the deceased on 25th day of October, 19 47 at Towson, Maryland (Place where married) I reside at the present at No. 3112 Kenwick Road in the City or Town of Baltimore County of ..... State of Maryland.

Helen M. Knopp (Signature of Claimant)

AFFIDAVIT

STATE OF MARYLAND, City or Town of Baltimore, ss:

On this 13th day of October, A. D. 19 61 personally appeared before me the above named HELEN M. KNOPP and made oath in due form of law that the answers by HELEN M. KNOPP above named and subscribed are true.

Witness my hand and notarial seal.

Notary Public

SLAC No. 44

WORKMEN'S COMPENSATION COMMISSION

106 E. LEXINGTON STREET, BALTIMORE - 2, MD.

A 503745

WORKMEN'S COMPENSATION COMMISSION

MAR 13 [illegible]

S. I. A. C. Claim No. [illegible]

Carrier [illegible]

Employer Levey Insulation Co.

Carrier's No. [illegible]

Statement of Compensation Paid '63

READ CAREFULLY BEFORE SIGNING

This is a statement of compensation already paid, and signing means compensation payments cease. The case, however, is subject to review by the State Industrial Accident Commission, and claimants should take the matter up promptly with the Commission if anything further develops.

Date [illegible] Dec. 19 [illegible]

Received of [illegible] the sum of

[illegible] dollars and [illegible] cts ($[illegible]), making in all,

with weekly payments received by me, the total sum of [illegible] dollars and [illegible]

cents ($[illegible]) said payment covering the amounts as follows:

Temporary Total	$
Temporary Partial	$
Permanent Partial [illegible]	$ [illegible]
Permanent Total	$

the said compensation being subject to review as provided by Law, on account of injuries or disease suffered by [illegible]

[illegible] on or about [illegible] day of July 19 [illegible] while in the employ of

Helen Sheppeckler Levey Insulation Co.

Temporary total disability ceased on the [illegible] day of [illegible] 19 [illegible]

I returned to work on the [illegible] day of [illegible] at a wage of $ [illegible] per week.

Witness:

Employee or Dependents

Name	Name
Number and Street	Number and Street
City or Town State	City or Town State

$19 100.00

(Sign in Ink)

Medical Expenses $ 127.00

Funeral Expenses $

All Applicable Blanks Must Be Filled. A copy of this statement must be given the Claimant. The Original Signed Statement must be filed with the Commission within ten days after the signing thereof.

Form 1253 11-62

Form 105- A-11

Workmen's Compensation Commission

BALTIMORE 2, MARYLAND

Certification of Insurance

FATAL

CLAIM No. A-303798

CLAIMANT Samuel P. Knopp-Dec'd
Helan N. Knopp-Widow

DATE OF INJURY ?.

EMPLOYER Walter W. Leroy t/a Leroy Insulation Company

OUR RECORD

INSURANCE CARRIER American Mutual Liability Insurance Company

Insurance Department

By MJB

WILLIAM D. LYNN, M. D.
5722 YORK ROAD
BALTIMORE 12, MARYLAND

MAY 22

WILLIAM D. LYNN, M. D.
5722 YORK ROAD
BALTIMORE 12, MARYLAND

MAY 22 1962
COMPENSATION
December 1, 1961

Re: Samuel P. Knopp, deceased
Vs: Leroy Insulation Company
Acc: 7/7/61
60-WC-528549-C46-63667 - MAJOR

In my opinion, and I feel that this would be borne out by the majority of medical authorities, this man's disease would not arise from his occupation.

W. D. Lynn

WILLIAM D. LYNN, M. D.
MEDICAL DEPARTMENT

WDL:jmj
Orig. & cc. Alfred M. Porth, Esq.
cc. H.O.C.D.
cc. Balto. Claim

HENRY I. NEWBURGER
ATTORNEY AT LAW
SUITE 801
111 N. CHARLES STREET
BALTIMORE 1, MARYLAND

SARATOGA 7-1677

FILED
SEP 1962
WORKMEN'S COMPENSATION
COMMISSION

September 11, 1962

Workmen's Compensation Commission
108 E. Lexington Street,
Baltimore 2, Md.

Re: Claimant Samuel Knopp (Deceased)
Helen H. Knopp (Widow)

Claim No. A-303798
Employer: Leroy Insulation Co.
Insurer: American Mutual
Liability Co.

Gentlemen:

I enclose "Application for a Lump Sum Payment" and copy of a Real Estate Contract of Sale.

I respectfully request a Hearing as soon as possible to determine this issue.

Yours very truly,

Henry I. Newburger

h

Copy - Alfred M. Porth, Esquire,
300 St. Paul Place,
Baltimore 2, Md.

HENRY I. NEWBURGER
ATTORNEY AT LAW
[illegible]
BALTIMORE 1, MARYLAND
SARATOGA 7-4077

April 6, 1962

Workmen's Compensation Commission,
108 East Lexington Street,
Baltimore 2, Maryland

Re: Claimant - Samuel P. Knopp (dec'd)
Claim No.- A-303798
Employer - Leroy Insurlation Co.
Insurer - American Mutual
Liability Co.

Gentlemen:

This case was scheduled for Hearing on March 20, 1962. At the Defendant's request it was postponed and now will probably not come up for Hearing again for several months.

This is not fair to the widow, Mrs. Helen Knopp, who is in urgent need of funds for herself and her three minor children.

I therefore respectfully request that you set this matter down as quickly as possible in order to obtain possible financial relief for the deceased's widow.

Yours very truly,

Henry I. Newburger

HIN:in

C:C: - Alfred Porth, Esquire,
Commercial Credit Building,
Baltimore 2, Maryland

673

WORKMEN'S COMPENSATION COMMISSION

Claim No. A-103798

Claimant Samuel P. Knopp (Dec'd) Helen M. Knopp (Widow) — Attorney Henry I. Newberger

Employer Walter W. Leroy t/a Leroy Insulation Company — Attorney

Insurer American Mut. Liability Ins. Co. — Attorney George W. Blaine, Alfred M. Porth

DIGEST OF CASE

Digested by PM. February 26, 1962.

Description of Accident Carcinoma of lung caused by asbestosis due to many years exposure to asbestos dust while in the employ of Leroy Insulation Company.

Employment Asbestos Worker

Accident occurred, when ?

Disability from what date: Claim died on August 11, 1961

Average Wages: Claim Not stated; Employer's Report $164.00

Nature of injury from physician's report Not filed

Special attention called to

Hearing requested by Set for Tuesday, ~~March 20, 1962 2 P. M.~~ May 29, 1962 2 P. M. (MEDICAL BOARD)

Issues raised: SEE HEARING NOTICE

Hearing held 19 Decision

SUBPOENA

WORKMEN'S COMPENSATION COMMISSION

108 E. LEXINGTON STREET BALTIMORE 2, MD

SUBPOENA

Claim No. A 303798

Case of Samuel P. Knopp, deceased
Helen N. Knopp, widow

To Joseph C. Deegan

The Sheriff of Baltimore City Greeting.

We COMMAND YOU, That you summon

Dr. William D. Lynn
Medical Department
American Mutl. Liab. Ins. Co.
5722 York Road
Baltimore 12, Maryland

all business and excuses laid aside, to appear and attend before the Workmen's Compensation Commission or Medical Board ~~Commission~~ at 108 E. Lexington Street in the city of Baltimore on the 29th day of May, 19 62 at 2 o'clock in the after noon, to testify and give evidence in a certain hearing or investigation pertaining to the claim of Samuel P. Knopp, dec'd for compensation Helen N. Knopp, widow from Walter W. Leroy t/a Leroy Insulation Company employer, and American Mutual Liability Insurance Company insurer.

SEAL

In witness whereof

WORKMEN'S COMPENSATION COMMISSION

Per [illegible] Secretary

Issued this [illegible] day of May, 19 62 At request of employer and insurer

(Sheriff to fill in charges on reverse side and return to Workmen's Compensation Commission, 108 E. Lexington Street, Baltimore - 2, Md.)

SUBPOENA

WORKMEN'S COMPENSATION COMMISSION

101 E. LEXINGTON STREET BALTIMORE 2, MD.

WORKMEN'S COMPENSATION COMMISSION
RECEIVED
MAY 11 1962

Claim No. A 311515

Case Clarence Wheelery

SUBPOENA

To .....

The Sheriff of Anne Arundel County Greeting.

WE COMMAND YOU, That you summon

Thomas J. Baldwin

Millersville, Maryland

all business and excuses laid aside, to appear and attend before the Workmen's Compensation Commission or Medical Board Commissioner at 108 E. Lexington Street in the city of Baltimore on the 29th day of May, 1962, at 2 o'clock in the After noon, to testify and give evidence in a certain hearing or investigation pertaining to the claim of Clarence Wheelery for Compensation from Reiable Contracting Company, Inc. employer, and Nationwide Mutual Insurance Company insurer.

SEAL

In witness whereof

WORKMEN'S COMPENSATION COMMISSION

Per .....

Secretary

Issued this 11th day of May, 1962 At request of Alfred M. Parth, Esq. Atty. for Employer & Ins.

(Sheriff to fill in charges on reverse side and return to Workmen's Compensation Commission, 101 E. Lexington Street, Baltimore 2, Md.)

WORKMEN'S COMPENSATION COMMISSION

108 E. LEXINGTON STREET, BALTIMORE 2, MARYLAND

Claim No. A-303798 May 7, 1962

Case of Samuel P. Knopp (Dec'd)
Helen N. Knopp (Widow)
3112 Keswick Road
Baltimore 11, Maryland (Employer)

Walter W. Leroy t/a
Leroy Insulation Company
1416 W. Madison Avenue
Baltimore 5, Maryland
(Insurer)

American Mutual Liability Insurance Co.
5722 York Road
Baltimore 12, Maryland

Henry I. Newberger
111 N. Charles Street
Baltimore 1, Maryland

George W. Blaine
5722 York Road
Baltimore 12, Maryland
AND
Alfred M. Porth
300 St. Paul Place
Baltimore 2, Maryland

A hearing in this case has been requested by some of the parties interested, on the following grounds:

Issue No.

( ) Did the employee sustain an accidental personal injury arising out of and in the course of employment.

( ) Is the disability of the employee the result of an accidental personal injury arising out of and in the course of employment.

( ) Did the employee sustain a compensable hernia within the meaning of the Compensation Act.

( ) Nature and extent of disability.

( ) Average weekly wage.

(1.) Is the death of this employee of the Leroy Insulation Company the result of personal injury arising out of and in the course of his employment.

(2.) Dependency.

( )

( )

(3.) Such other and further issues as may be raised at the time of hearing.

This hearing will be conducted at 108 E. Lexington Street, Baltimore 2, Maryland, on Tuesday, May 29, 1962, at 2 P. M., before the Medical Board.
P.M.

☞ No continuance will be granted within three days prior to date of hearing, unless by written agreement of all parties.

MEDICAL BOARD DRS [redacted]JF JSE WBF 673

TUESDAY, MARCH 20, 1962 - 2 P. M.

A303[redacted]6—Samuel P. Knopp (Dec'd) O. D. onset: ?
Helen M. Knopp (Widow)

Issues: [redacted]

Walter W. Leroy t/a
Leroy Insulation Company

American Mutual Liability Ins. Co.

Henry I. Neuberger el atty

George W. Blaine
Alfred M. Porth cm/ins atty

(SEE HEARING NOTICE)

SMITH SOMERVILLE & CASE
ATTORNEYS AT LAW
4TH FLOOR
300 ST PAUL PLACE
BALTIMORE 2, MARYLAND

WORKMEN'S COMPENSATION COMMISSION
MAR 16 10.31 AM '62

TELEPHONE
TOWSON OFFICE
204 W. PENNSYLVANIA AVE.
TOWSON 4, MD.
TELEPHONE
VALLEY 3-6617
CABLE ADDRESS "C. ARMLAW"

March 15, 1962

Claim No. A 303798
Claimant: Samuel P. Knopp, deceased
Helen N. Knopp, widow
Employer: Walter W. Leroy t/a Leroy Insulation Company
Insurer: American Mutual Liability Insurance Company

Workmen's Compensation Commission
108 E. Lexington Street
Baltimore 2, Maryland

Gentlemen:

I previously advised the Commission I was engaged in the trial of a court case in the Circuit Court for Baltimore County on March 20, 1962. Would you please continue the scheduled hearing.

Very truly yours,

Alfred M. Porth

Alfred M. Porth

AMP:VMD
cc: Henry I. Newberger, Esq.

January 25, 1962.

Mr. Henry I. Rosenberg
111 E. Charles Street
Baltimore 1, Md.

Mr. Alfred E. Furth,
300 St. Paul Place, 16th fl.,
Baltimore 2, Md.

Re: Claim 1303798
Samuel P. Knapp (deceased)
vs. Levey Insulation Co.

Dear Sirs:

We have not received a medical report in the above entitled case which is pending hearing.

If you will furnish a medical report, or advise us when medical examinations have been completed, this case will be set for hearing as soon as possible.

Very truly yours,

MEDICAL BOARD FOR
OCCUPATIONAL DISEASES.

MHB.

SMITH SOMERVILLE & CASE
ATTORNEYS AT LAW
100 ST PAUL PLACE
BALTIMORE 2 MARYLAND

TELEPHONE
SARATOGA 7-1616

TOWSON OFFICE
[illegible] PENNSYLVANIA AVE.
TOWSON 4, MD
TELEPHONE
VALLEY 5-6617

CABLE ADDRESS "CLARKLAW"

November 8, 1961

Claim No. A 303798
Claimant: Samuel P. Knopp, deceased
Helen N. Knopp, widow
Employer: Leroy Insulation Company
Insurer: American Mutual Liability Insurance Company

Workmen's Compensation Commission
108 E. Lexington Street
Baltimore 2, Maryland

Gentlemen:

Please enter my appearance as attorney for the employer and insurer in the above-captioned case and keep me advised of proceedings.

Very truly yours,

Alfred M. Porth

Alfred M. Porth

AMP:VMD
cc: Henry I. Newburger, Esq.

WORKMEN'S COMPENSATION COMMISSION
108 E. Lexington Street, Baltimore 2, Md.

ISSUES

Claim No. A504798 10-24-61 19 .....

Claimant's Name & Address	Samuel P. Knopp Deceased Widow Helen V. Knopp 3112 Keswick Road Baltimore, Maryland	Atty. for the Claimant Name & Address	Henry I. Newberger 111 N. Charles St. Baltimore, Maryland
Employer's Name & Address	Walter W. Leroy t/as Leroy Insulation Co. 1816 W. Madison Avenue Baltimore 5, Maryland		
Insurer's Name & Address	American Mutual Liability Insurance Co. 5722 York Rd. Baltimore 12, Md.	Atty. for the Insurer Name & Address	George W. Blaine 5722 York Road Baltimore, Maryland

The following issues were hereby raised by the

Claimant	( )	Insurer	(x)
Claimant's Atty	( )	Insurer's Atty.	( )
Employer	( )	Non Insurer	( )
Employer's Atty.	( )	Non Insurer's Atty.	( )
Commission	( )		

Important: All previous issues raised by this party are hereby withdrawn.

Issue No.

( ) Did the employee sustain an accidental personal injury arising out of and in the course of employment.

( ) Is the disability of the employee the result of an accidental personal injury arising out of and in the course of employment.

( ) Did the employee sustain a compensable hernia within the meaning of the Compensation Act?

( ) Nature and extent of disability.

( ) Average weekly wage.

(1) Is the death of this employee of the Leroy Insulation Co. the result of personal injury arising out of and in the course of his employment.

2) Dependency.

( )

( )

(3) Such other and further issues as may be raised at the time of hearing.

This is to certify that a copy of the above issues have been served upon all parties listed above by mailing a copy to the ADDRESSES SHOWN above, this 24thday of October 19 61

ISSUES

Oct 17 11 12 AM '61

Claim No. L

October 13, 1961 19 .....

Claimant's Name & Address: SAMUEL P. KNOPP; deceased, HELEN N. KNOPP, widow, 3112 Keswick Road, Baltimore, Md.

Atty. for the Claimant Name & Address: Henry I. Newburger, 111 North Charles Street, Baltimore 1, Maryland

Employer's Name & Address: Leroy Insulation Company, 1416 Madison Avenue, Baltimore, Maryland

Insurer's Name & Address

Atty. for the Insurer Name & Address

The following issues were hereby raised by the

Claimant	(x)	Insurer	( )
Claimant's Atty	(x)	Insurer's Atty.	( )
Employer	( )	Non Insurer	( )
Employer's Atty.	( )	Non Insurer's Atty.	( )
Commission	( )		

Important: All previous issues raised by this party are hereby withdrawn.

Issue No.

( ) Did the employee sustain an accidental personal injury arising out of and in the course of employment.

( ) Is the disability of the employee the result of an accidental personal injury arising out of and in the course of employment.

( ) Did the employee sustain a compensable hernia within the meaning of the Compensation Act?

( ) Nature and extent of disability.

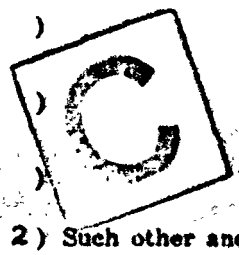
( ) Average weekly wage.

(1) Hearing to determine award to widow of deceased worker who died because of an occupational disease, Asbestosis.

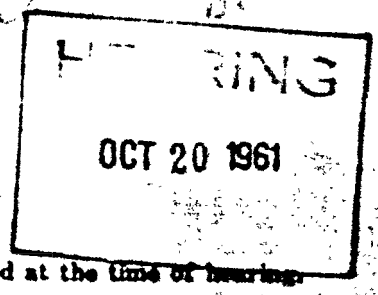
( )

( )

( )







(2) Such other and further issues as may be raised at the time of hearing.

This is to certify that a copy of the above issues have been served upon all parties listed above by mailing a copy to the ADDRESSES SHOWN above, this 14th day of October 19 61.

Henry I. Newburger, Attorney

(signature of party making service)

This is to certify that the issues indicated above were those heard and decided by me at a hearing held on the

day of 19 .

HENRY I. NEWBURGER
ATTORNEY AT LAW
SUITE 801
111 N. CHARLES STREET
BALTIMORE 1, MARYLAND

SARATOGA 7-1677

Oct 17 11 12 AM '61

October 14, 1961

A-303795

Workmen's Compensation Commission,
108 East Lexington Street,
Baltimore 2, Maryland

RE: Claim of Helen N. Knopp, widow
of SAMUEL P. KNOPP,
EMPLOYER - Leroy Insulation Company
DATE OF DEATH - 8-11-61

Gentlemen:

I wish to enter my appearance in the above entitled matter as Attorney for Mrs. Helen N. Knopp, widow of Samual P. Knopp, who died on August 11, 1961.

Our contention is that his death was caused by an Occupational Disease, Asbestosis, which brought on carcinoma of the lungs.

I respectfully request that this matter be put down for a Hearing at the earliest practicable convenience.

Yours very truly,

Henry I. Newburger

HINain

C:Cx - Leroy Insulation Company,
1416 Madison Avenue,
Baltimore 17, Maryland

WORKMEN'S COMPENSATION COMMISSION

108 E. Lexington Street, Baltimore 2, Md.

APPLICATION FOR LUMP SUM.

Claim No. A-[illegible]

Case of Samuel P. Knopp, deceased
Helen N. Knopp, widow

Age? 45 Married? widow How many children under 16 yrs. one daughter

Are you working? no With whom?

What are you making per week? How much property did you accumulate up to time of injury?

none

How much do you want in a lump sum? $ 4,000.00

Reason: (Give complete and detailed explanation) I am the widow of the deceased and have with me our three daughters, Nancy Jane Knopp, age 18; Elizabeth Carol Knopp, age 17; and Elaine Ruth Knopp, age 8; the eldest girl works, but the other two are in school; I want to pay cash for a house, $5,000.00 in all and then my expenses will be such that I can get along on the Social Security checks and help from eldest daughter.

NOTE: All bills, papers, etc., in support of request must be attached to this application before it is presented to the Commission for testimony and consideration.

Contract of Sale for purchase of 605 Harding Place, Baltimore, Maryland, attached herewith.

Helen N. Knopp
(Name) Helen N. Knopp

3112 Keswick Road, Baltimore, Md.
(Address) 605 Harding Pl 11

(DO NOT USE SPACE BELOW)

Sworn statements before

Commissioner

Reporter

DECISION: 10/5/62

Balance due Claimant $ 4550

Insurer notified 10/2/62 (Date)

Objection? Non-B. Grayson
B. Grayson, District Claims Supervisor, American Mutual Liability Insurance Co.

ORDER

Upon the above application and testimony in support thereof, it is, therefore, this 5th day of October, 1962, by the Workmen's Compensation Commission, ORDERED that from the closing weeks of compensation approved under the Settlement Agreement dated May 23, 1962, the sum of $4000.00, be and the same is hereby converted and ORDERED paid by the Employer and Insurer unto the Claimant, in a Lump Sum, without discount.

STATISTICS

ATTEST:

DeLancey B. Scrivner
Secretary

LESTER H. CROUTHER

OCT 4 1982
WORKMEN'S COMPENSATION COMMISSION
SEP 13 1982
WORKMEN'S COMPENSATION COMMISSION

This Agreement of Sale, made this 20th day of September nineteen hundred and sixty-two, between Leighton G. Davis and Emma M. Davis, his wife, Seller, and Helen B. Davis, widow Buyer.

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Baltimore, Maryland, property known as No. 605 Harding Place, subject to payment of annual existing ground rent of $40.00 per year;
to be included in this sale along with said property are the following
to be installed by the Buyer; right chief due Buyer.
four stove doors, six (6) storm windows, one door and new hot water heater to

at and for the price of Five Thousand and 00/00 Dollars ($ 5,000.00)
subject to existing ground rent of $40.00 per year
of which Two Hundred Fifty and 00/00 Dollars ($ 250.00)
have been paid prior to the signing hereof, and the balance to be paid as follows: $750.00 additional in cash to be paid at time of settlement, balance of $4,000.00 to be secured with 15 year mortgage at 6% per year to be obtained by Buyer, or balance of $4,000.00 to be obtained by Buyer from Seller's Purchase Money Mortgage with Seller to only those that Buyer's Lender must previously notify Seller in writing and agree that Buyer is to have 60 days to obtain either the mortgage as above built or the said Purchase Money Mortgage, furnishing and putting in the agree and stipulate that if Buyer cannot obtain either mortgage or such from that same Corporation commission within 60 days from above date, then this Contract to be null void, and all monies collected from Buyer by Seller shall be returned to Buyer.

AND upon payment as above provided of the unpaid purchase money, a deed for the property including easements of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and marketable, free of liens and encumbrances except as agreed herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

Ground rent, rent, water rent, taxes, (including Metropolitan District charges for water and sewer, if any) and other public charges, on an annual basis, against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, for the faithful performance of this agreement.

The herein described property is to be held at the risk of the Seller except as to damages arising from acts and the or