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Bill Shelton
Hunt, Melvin
and
Potential Prot. Lead 69
Asbestosis Suit
Hunt, Melvin

August 18, 1977

Joseph H. McGee, Esq.
Buist, Moore, Smythe & McGee
Five Exchange Street
Charleston, SC 29402

Dear Joe:

Subject: South Carolina Asbestosis Cases

This is with further reference to our telephone conversation of August 17, 1977, concerning plaintiff's request for admissions of fact and genuineness of documents. I apologize for calling you out of your meeting, but I did not know if there was an urgency to respond to plaintiff's request.

With respect to Item 1, our company had a group within our company prior to November 26, 1957, that contracted for and conducted industrial insulation operations. We did not conduct such operations after Armstrong Contracting & Supply Corporation (now ACandS, Inc.) was formed as a wholly-owned subsidiary on November 26, 1957.

Enclosed is an employment card on Melvin L. Hunt that I received from ACandS, Inc. That card indicates that Hunt was employed by Armstrong Contracting & Supply Corporation, and looking at the dates of employment, it would appear that he was never employed by Armstrong Cork Company. However, I do understand from ACandS that their records are not all that complete, particularly with respect to any employment prior to 1955, and therefore, there is a possibility that Mr. Hunt may have worked for our company, even though no records reveal that he did. Accordingly, it would appear that our response to No. 2 would be that our records do not indicate that Mr. Hunt was ever employed by the "Contracting unit" of Armstrong Cork Company.

Our Insurance Department does have a record of an occupational disease workmen's compensation claim that was filed against Armstrong Cork Company. I do not know why Armstrong Cork Company

was involved. Nevertheless, Travelers Insurance Company, as our workmen's compensation insurer, paid $3,298.00 in permanent and partial disability benefits, and the records also reveal that Travelers paid $203.90 to cover expenses. It would appear, therefore, that No. 3 would have to be admitted.

Our Insurance Department has no specific record of having received the exhibit, which is the record of claim of Mr. Hunt. However, I am certain that Travelers Insurance Company received the exhibit, and that being the case, I believe we would have to admit Item 4.

Please give me a call if you wish to discuss our answers further. I assume you will put our responses in a form for filing with the Court; and if you will then send them to me, I will have them signed in behalf of our company.

Sincerely yours,

A. Earl Mays

pmg

enclosure

J. L. Crisp, Insurance

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS
WORKMEN'S COMPENSATION APPEALS BOARD
STATE OF CALIFORNIA

MELVIN L. HUNT;

Applicant

vs.

WESTERN ASBESTOS COMPANY, et al

Defendants

CASE No. 65 LB 29228

Order Approving Compromise and Release AND ORDER DENYING LIEN CLAIM

GOOD CAUSE APPEARING THEREFOR: IT IS HEREBY ORDERED that the lien claim of the Department of Employment, be and it hereby is denied.

The parties to the above-entitled action having filed a Compromise and Release herein, on March 28, 1966 through August 29, 1966 settling this case for $ 15,135.08 in addition to all sums which may have been paid previously, and requesting that it be approved; and this Board having considered the entire record, including said Compromise and Release, now finds that it should be approved; and, pursuant to Notice of Intention, and,

GOOD CAUSE APPEARING THEREFOR: IT IS ORDERED that said Compromise and Release be, and it is hereby approved, and the proceeds paid as follows:

BY AETNA CASUALTY & SURETY COMPANY:			
TO: DR. JOSEPH F. BOYLE, lien claimant		$ 259.50	
SILVER & McWILLIAMS			
Lien for living expenses	$ 475.00		
As attorneys' fee	1,450.00	1,925.00	
MELVIN L. HUNT, applicant		601.86	
			$ 2,786.36
TO MELVIN HUNT, applicant		12,348.72	
BY AMERICAN MOTORISTS INSURANCE COMPANY			2,714.93
BY STATE COMPENSATION INSURANCE FUND			871.43
BY FIREMAN'S FUND INSURANCE COMPANY			451.63
BY HARDWARE MUTUAL INSURANCE COMPANY			190.30
BY PACIFIC EMPLOYERS INSURANCE COMPANY			1,866.56
BY THE TRAVELERS INSURANCE COMPANY			3,386.49
BY EMPLOYERS MUTUAL LIAB. INS. CO. OF WISCONSIN			556.84
BY ZURICH AMERICAN INSURANCE COMPANIES			194.26
BY RELIANCE INSURANCE COMPANY			25.00
BY INDUSTRIAL INDEMNITY COMPANY			745.50
BY ARGONAUT INSURANCE COMPANY			40.43
BY LIBERTY MUTUAL INSURANCE COMPANY			1,305.35
			$15,135.08

SERVED ON ALL PARTIES LISTED
ON THE OFFICIAL ADDRESS RECORD
Date: 9-14-66 By: /s/ C. Ingham

(S E A L)

SEPTEMBER 14, 1966
DATED AT LONG BEACH, CALIFORNIA

/s/ RAYMOND LEAVER
Referee, WORKMEN'S COMPENSATION APPEALS BOARD

DIA WCAB FORM 65 (REV. 8-66)

CASE NO. 65 LB 29228

MELVIN L. HUNT

vs.

WESTERN ASBESTOS COMPANY
DBA WESTERN ASBESTOS SUPPLY;
J. T. THORPE, INC.;
UNITED CORK COMPANY;
ARMSTRONG CORK COMPANY;
METALCLAD CORPORATION;
JOHNS MANVILLE SALES CORP.;
OWENS CORNING FIBERGLASS;
THORPE INSULATION COMPANY;
MUNDET CORK COMPANY;
REESE INSULATION;
BALDWIN EHRET-HILL COMPANY;
FIBERGLASS ENGINEERING CO.;
C. F. BRAUN & COMPANY;
THE E. J. BARTELLS COMPANY;
MONROE FOOD MACHINERY;
INDUSTRIAL FURNACES, INC.;
INDUSTRIAL SERVICE & ENGINEERING
COMPANY OF CALIFORNIA;
LOS ANGELES CORK COMPANY;
ARMSTRONG CONTRACTING;

AETNA CASUALTY & SURETY COMPANY;
AMERICAN MOTORISTS INSURANCE CO.;
STATE COMPENSATION INSURANCE FUND;
FIREMAN'S FUND INSURANCE CO.;
HARDWARE MUTUAL INSURANCE CO.;
PACIFIC EMPLOYERS INSURANCE CO.;
THE TRAVELERS INSURANCE CO.;
EMPLOYERS MUTUAL LIABILITY
INSURANCE CO. OF WISCONSIN;
ZURICH AMERICAN INSURANCE CO.;
RELIANCE INSURANCE COMPANY;
INDUSTRIAL INDEMNITY COMPANY;
ARGONAUT INSURANCE COMPANY;
LIBERTY MUTUAL INSURANCE CO.

Referee: RAYMOND LEAVER
Dictated: September 14, 1966

Injury: From 1940 thru 1965

Attorneys: Silver & McWilliams by Edwin Silver, attorneys for applicant;
J. D. Henderson, representative for American Motorists Insurance Company;
James Hummel, representative for Employers Mutual Liability Insurance Company of Wisconsin;
Steven Schweitzer, representative for Fireman's Fund Insurance Company;
Clopton & Penny by Allan Schummer, attorneys for The Travelers Insurance Company, Industrial Indemnity Company and Reliance Insurance Company;
James J. Wood, attorney for Argonaut Insurance Co.;
Weingand, Kendig & Stockwell by Eugene Barnes, attorneys for Liberty Mutual Insurance Company and Aetna Casualty and Surety Company;
William H. Hunter, representative for Zurich Insurance Company;
Franklin Kaye, attorney for State Compensation Insurance Fund;
Herlihy, Herlihy, Jones & Nelson by Douglas Tipton, attorneys for The Travelers Insurance Company;
Roberts and Thomason by James C. Thomason, attorneys for Pacific Employers Insurance Company and Hardware Mutual Insurance Company.

OPINION OF REFEREE ON ORDER APPROVING
COMPROMISE AND RELEASE AND ORDER DENYING LIEN CLAIM

For the reasons set forth in the various Compromise and Release agreements, and based upon the competence of counsel, the settlement appears adequate and should be approved. The twelve (12) separate agreements on file amount to a total figure of $15,135.08. Travelers and Fireman's Fund each appear on two agreements.

9/14/66

At least one carrier has made advance payments, which, of course, are to be deducted from the amount payable.

Applicant's attorneys are entitled to a lien for living expenses of $475.00 and to a requested fee of $1,450.00.

Dr. Joseph F. Boyle is allowed a lien of $259.50.

For the sake of convenience, all liens are to be paid out of the share of Aetna Casualty & Surety Company.

Pursuant to Notice of Intention, the lien claim of the Department of Employment is denied.

Raymond Leaver

Referee Raymond Leaver
WORKMEN'S COMPENSATION APPEALS BOARD

/ci

McGeehan
Hunt, Melvin
and
Potential Prod. Liab. 69
Asbestosis Suit
Hunt, Melvin

August 18, 1977

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Sincerely yours,

A. Earl Mayo

pmg

enclosure

✓J. L. Crisp, Insurance

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS

WORKMEN'S COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

MELVIN L. HUNT;

Applicant

vs.

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Defendants

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GOOD CAUSE APPEARING THEREFOR: IT IS ORDERED that said Compromise and Release be, and it is hereby approved, and the proceeds paid as follows:

BY AETNA CASUALTY & SURETY COMPANY:			
TO: DR. JOSEPH F. BOYLE, lien claimant....	$ 259.50		
SILVER & McWILLIAMS			
Lien for living expenses..	$ 475.00		
As attorneys' fee.....	1.450.00	1,925.00	
MELVIN L. HUNT, applicant.....		601.86	
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TO MELVIN HUNT, applicant.....		12,348.72	
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BY ARGONAUT INSURANCE COMPANY.....			40.43
BY LIBERTY MUTUAL INSURANCE COMPANY.....			1,305.35
			$15,135.08

SERVED ON ALL PARTIES LISTED
ON THE OFFICIAL ADDRESS RECORD
Date: 9-14-66 By: /s/ C. Ingram

(S E A L)

SEPTEMBER 14, 1966
DATED AT LONG BEACH, CALIFORNIA

/s/ RAYMOND LEAVER
Referee, WORKMEN'S COMPENSATION APPEALS BOARD

DIA VICAR FORM 65 (REV. 2-66)

CASE NO. 65 LB 29228

MELVIN L. HUNT

vs.

WESTERN ASBESTOS COMPANY
DBA WESTERN ASBESTOS SUPPLY;
J. T. THORPE, INC.;
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ARMSTRONG CORK COMPANY;
METALCLAD CORPORATION;
JOHNS MANVILLE SALES CORP.;
OWENS CORNING FIBERGLASS;
THORPE INSULATION COMPANY;
MUNDET CORK COMPANY;
REESE INSULATION;
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THE E. J. BARTELLS COMPANY;
MONROE FOOD MACHINERY;
INDUSTRIAL FURNACES, INC.;
INDUSTRIAL SERVICE & ENGINEERING
COMPANY OF CALIFORNIA;
LOS ANGELES CORK COMPANY;
ARMSTRONG CONTRACTING;

AETNA CASUALTY & SURETY COMPANY;
AMERICAN MOTORISTS INSURANCE CO.;
STATE COMPENSATION INSURANCE FUND;
FIREMAN'S FUND INSURANCE CO.;
HARDWARE MUTUAL INSURANCE CO.;
PACIFIC EMPLOYERS INSURANCE CO.;
THE TRAVELERS INSURANCE CO.;
EMPLOYERS MUTUAL LIABILITY
INSURANCE CO. OF WISCONSIN;
ZURICH AMERICAN INSURANCE CO.;
RELIANCE INSURANCE COMPANY;
INDUSTRIAL INDEMNITY COMPANY;
ARGONAUT INSURANCE COMPANY;
LIBERTY MUTUAL INSURANCE CO.

Referee: RAYMOND LEAVER
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Steven Schweitzer, representative for Fireman's Fund Insurance Company;
Clopton & Penny by Allan Schummer, attorneys for The Travelers Insurance Company, Industrial Indemnity Company and Reliance Insurance Company;
James J. Wood, attorney for Argonaut Insurance Co.;
Weingand, Kendig & Stockwell by Eugene Barnes, attorneys for Liberty Mutual Insurance Company and Aetna Casualty and Surety Company;
William H. Hunter, representative for Zurich Insurance Company;
Franklin Kaye, attorney for State Compensation Insurance Fund;
Herlihy, Herlihy, Jones & Nelson by Douglas Tipton, attorneys for The Travelers Insurance Company;
Roberts and Thomason by James C. Thomason, attorneys for Pacific Employers Insurance Company and Hardware Mutual Insurance Company.

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Raymond Leaver

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WORKMEN'S COMPENSATION APPEALS BOARD

/ci