

FILE NAME: JT Thorpe & Sons (JTT)

DATE: 1954-1961

DOC#: JTT006

DOCUMENT DESCRIPTION: WC Claim - Cuthbertson, Part 1

JACK GUTHBERTSON

vs.

PLANT RUBBER AND ASBESTOS WORKS,
ARMSTRONG CORK COMPANY, MUNDENT CORK
CORPORATION, PLANT ASBESTOS COMPANY,
WESTERN ASBESTOS COMPANY, J. T.
THORPE AND SON, and TRAVELERS INSURANCE
COMPANY, INDUSTRIAL INDEMNITY COMPANY,
STATE COMPENSATION INSURANCE FUND,
PACIFIC EMPLOYERS INSURANCE CO.,
CALIFORNIA COMPENSATION INSURANCE CO., and
STANDARD ACCIDENT INSURANCE COMPANY

JOSEPH SHEEHAN, REFEREE
San Francisco, Sept. 7, 1955

CLAIM NO. 161-870
Inj. 1944-1954

REPORT OF REFEREE

Asbestos worker, 26, claims injury to lung from breathing substances in the course of work harmful to chest and lungs.

FACTS IN CONTROVERSY AS TO STATE COMPENSATION INSURANCE FUND:

1. Occupation.
2. Injury.
3. Medical.
4. Medical expense.
5. Earnings.
6. Temporary disability.
7. Notice and prejudice.
8. Statute of limitations.
9. Lien of Department of Employment.
10. Lien of Occidental Life.
11. Costs.
12. Estoppel.
13. Jurisdiction.

SUMMARY OF TESTIMONY:

Applicant testified substantially as follows:

While he worked at Western Asbestos his rate of pay was as set forth in the letter of February 14, 1955. His hourly rate was for a 40-hour week.

He first worked at Western as a helper. He did work aboard the S. S. Lurline. This work consisted of packing materials from the dock to the ship. He worked as a helper for three and a half months. The asbestos that he handled during this period of time was in closed cartons. He worked mostly on the dock.

He worked for Western Asbestos on the Standard Oil job as a helper. This job consisted of making cork insulation.

During the period 1947 to 1950 he handled various materials including asbestos, rock wool, fiber glass and asbestos paper. His job was that of a helper and he would pass these materials to the mechanics. Sometimes the air in which he was working was dense. Sometimes he would work in enclosed areas.

He worked on the Standard Oil job for three and a half months. On that job he had very little contact with the materials of asbestos and rock wool. He also worked on the Union Oil Company job.

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He worked for Mundet on a job at the Bethlehem yard. This job required him to work mostly on the ships. He also worked at Moss Landing. While he was working at the Moss Landing job he was an asbestos worker. He was also known as a mechanic and he would apply the asbestos to pipes and boilers. On this job his clothes were dusty and he noticed that the inside of his nose was also dusty.

In 1953 he went to Dr. Thompson and Dr. Thompson took x-rays. Dr. Thompson in turn sent him to Dr. Crenshaw.

Under Dr. Crenshaw he underwent surgery to obtain a diagnosis. At that time he was having pains.

He stopped work on September 30, 1953, and was off work for one month because of the surgery. The doctor found nothing wrong and the doctor told him to go back to work.

He continued working until October 19, 1954, when he had further surgery on his chest. Dr. Crenshaw performed this surgery.

He has been off work ever since October 19, 1954. He has not returned to his trade.

It was on October 22, 1954, that Dr. Crenshaw advised him that his condition was due to his work.

The bill for the first surgery was paid half by himself and half by the Occidental Life.

The bill for the second surgery is to be paid half by him and half by the Occidental Life.

Dr. Crenshaw has sent him a bill, but he left the bill home.

He worked from July 15, 1955, to August 14, 1955. During this time he earned \$58 a week.

At one time in his career he was an able-bodied seaman. He held a card as such for a period of three years, but he was not three years on the sea.

On October 15, 1954, he gave a work history when he was in the Herrick Memorial Hospital.

His work on the Lurline was that of a helper. He would transfer the materials from the dock to the ship. He worked on this job for three or four months.

On the Standard Oil job he would use rock wool and cork.

The Lurline job required him to mix wet and dry asbestos. Occasionally he worked aboard ship. His general duties required him to bring the materials aboard. He was just a helper on the Standard Oil job.

He worked about six weeks with the rock wool.

During the last four and a half months he worked for Western he was a journeyman. He does not know whether or not the ships at Bethlehem were new construction. On these ships fiber glass was used.

He is a journeyman asbestos worker. The job at the ship yard was a rush job and it was very dusty in the shop at the ship yard. This job

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required him to work 16 hours a day. He was tired after this job but he had no other complaints.

When he worked for Mundet Cork the job was at the Alameda ship yard. On this job he used the tools of an asbestos worker. He worked in asbestos and cork but it was mostly cork.

The materials were applied to the ship "Wilson" and working on this ship required him to work in a dusty place. For Mundet Cork he worked eight hours a day.

The job at the Moss Landing was an outside job. He worked in the open air, but it was very dusty. There was no control of the wind. He had no difficulty while working at Moss Landing. He had no complaints regarding his chest when he left Western Asbestos.

After his first surgery he continued under the care of Dr. Crenshaw.

Dr. Crenshaw, called by the applicant, testified substantially as follows:

Stated his qualifications.

The applicant has been under his care since September 22, 1953.

Surgery was performed the second time October 18, 1954.

The doctor is of the opinion that the reasonable period of convalescence from this surgery would be four or five months and thereafter the applicant could return to light work.

The doctor is of the opinion that the reasonable period of convalescence from this surgery is six months after the surgery.

The doctor is of the opinion that the applicant is 20 percent disabled at the present time and that the applicant's condition will get worse.

The applicant needs medical observation, but he does not need any medical treatment.

The applicant could go to work now, but the applicant is enjoined from working in asbestos work or doing heavy labor work.

The doctor is of the opinion the applicant suffers from asbestosis, and when asked whether or not the applicant also suffered from silicosis, the doctor answered yes and no.

It was only after the second operation that the doctor told the applicant that his condition was connected with his work.

Years of exposure to harmful substances can cause the condition from which the applicant suffers.

On September 22, 1953, the applicant was complaining of a right side pleural effusion. His condition was diagnosed as non specific thoracis. Following this surgery the doctor ruled at the serious causes of the condition.

The fibrosis did not show in the x-rays. It was just prior to or subsequent to the second surgery that he notified the applicant of his opinion that the condition was due to the applicant's work. Possibly it was roughly a week after the second surgery that the doctor so advised the applicant.

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The doctor does not believe that the applicant could return to work of a seaman. The doctor believes that a seaman's work requires heavy exertion. That the applicant could do general work, except that the applicant can not do hard work and he must work in a place that is free from harmful dust.

It is reasonable to expect that the applicant's capacity to work in the future will be less than it is now. In the opinion of the doctor the fibrosis that is present will continue to increase.

The doctor came to the conclusion that the work was responsible for the condition because he found substances of elements used in the work in the lung.

There is a possibility that the fiber glass may have caused the disability.

The present factors of disability in the applicant are shortness of breath and weakness.

Continued, to be reset on the first available calendar.

JS:jr

JOSEPH SHEEHAN, REFEREE
Oakland 2/17/55

REPORT OF REFEREE ON ORIGINAL HEARING

Asbestos worker (date of birth not alleged) claims injury to lungs from "breathing substances in course of work harmful to chest and lungs".

ISSUES AS TO INDUSTRIAL INDEMNITY COMPANY

1. Employment.
2. Occupation.
3. Injury.
4. Insurance.
5. Medical expense.
6. Medical.
7. Earnings.
8. Temporary disability.
9. Notice and prejudice.
10. Statute of Limitations.
11. Lien of Department of Employment.
12. Lien of Occidental Life.
13. Costs.

ISSUES AS TO TRAVELERS INSURANCE COMPANY

1. Employment.
2. Occupation.
3. Injury.
4. Insurance.
5. Medical expense.
6. Medical.
7. Earnings.
8. Temporary disability.
9. Notice and prejudice.
10. Statute of Limitations.
11. Lien of Department of Employment.
12. Lien of Occidental Life.
13. Costs.

ISSUES AS TO STATE COMPENSATION INSURANCE FUND

1. Employment.
2. Occupation.
3. Injury.
4. Medical expense.
5. Medical.
6. Earnings.
7. Temporary disability.
8. Notice and prejudice.
9. Statute of Limitations.
10. Lien of Department of Employment.
11. Lien of Occidental Life.
12. Costs.
13. Insurance.

SUMMARY OF TESTIMONY

APPLICANT testified substantially as follows:

He was born May 4, 1928.

He is right-handed.

He is an asbestos worker. In 1949 he worked for Western Asbestos. He went to work sometime before April, 1949, as a helper. His job was to pack asbestos onto a ship. He worked two or three months. Sometimes he worked below the decks and in the engine room.

His work required him to pack and mix dry asbestos. His earnings were about \$46.00 a week.

On the Standard Oil job he helped with the supplies. He used rock wool and hot tar on this job. He worked in an enclosed area. There were 20 to 30 men working and the ventilation was poor. He worked with asbestos blocks.

He worked for Armstrong in 1950 and stopped work in 1953. He started working for Western Asbestos in 1949 and worked about two years. He worked for Plant Asbestos about nine months beginning in 1950. He worked for Western Asbestos in 1940 and 1950. He worked for Plant Asbestos for one week. He worked for Armstrong Cork in 1951.

It appeared to this referee that the proper parties defendant were not before the Commission at this time and the matter was continued, to be reset.

Notice was given to counsel for the applicant that in the event that a proper amended application was not on file within a reasonable time the application filed herein would be ordered dismissed without prejudice. It appeared that the testimony of the applicant should be stricken from the record inasmuch as the proper parties defendant were not before the Commission at this time and the testimony was ordered stricken from the record.

The matter was continued, to be reset on the first available calendar in the event that a proper amended application was on file herein.

JOSEPH SHEEHAN
Referee

JS:S

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The doctor is of the opinion that the applicant first became afflicted with asbestosis in 1953 when the applicant experienced the pain. The onset of the clinical disease occurred in 1953.

The doctor believes that each employment should bear an equal share all the way through. Continued exposure increases asbestosis.

ROLAND E. MASTERS, called by the defendant, testified substantially as follows:

He is the office manager of the San Francisco office and of the Marine Department of J. T. Thorpe and Sons.

In 1948 and 1949 the company was using asbestos products, which included block insulations, both hot and cold temperatures, pipe coverings and certain cements. He enumerated the content of asbestos in some of the products he used. During those years most of the work was outside work and was new construction.

In 1948 and 1949 he received no complaints regarding dusty conditions at the job sites.

A helper would usually mix the materials used at the job.

One of the samples contained 15 per cent asbestos and another of the samples contained 15 to 20 per cent asbestos.

CARL O. JUST, called by the defendant, testified substantially as follows:

He is a supervisor at Plant Asbestos and has been such for six years. He knows the applicant and knows the employment of the applicant at the plant. The employment consisted of work mostly on new construction.

No request was ever made of him for any change in the ventilation on the job. He received no complaints regarding dust on any job.

ALLAN HOLDEN, called by the applicant, testified substantially as follows:

He is employed by the Occidental Life Insurance Company and the Occidental Life Insurance Company have filed a lien herein in the sum of \$591.87. The following bills make up this item: Bill of Dr. Thompson, 10-9-53, for \$30.00; bill of Dr. Crenshaw of 10-9-53 for \$220.00; bill of the Blood Bank of 10-16-53 in the sum of \$33.25, of which the lien claimant has paid \$24.75; the bill of the Herrick Hospital in the sum of \$361.07, dated 10-23-53, of which the lien claimant has paid \$292.12; the bill of the Peralta Hospital for laboratory examination in the sum of \$20.00, dated 10-30-53.

The lien claimant has paid hospitalization and medical benefits under their accident and sickness policy. They have also paid \$15.00 a week for 47-1/7 weeks. This sum was paid beginning April 5, 1955, to 9-14-55 and the witness corrected this period to be 10-20-54 to 9-14-55.

The policy does not cover reimbursement of workmen's compensation benefits.

APPLICANT, recalled, testified substantially as follows:

He was born May 4, 1928.

In 1953 while he was in the hospital special nurses were hired for eight shifts at \$8.00 each and \$64.00 was paid by him to the nurses.

In September, 1954, he incurred the bill of \$12.50 at the Herrick Hospital. In January, 1955, there was a charge of \$15.00 for a laboratory test. On February 20, 1954, there were laboratory tests and X-ray, for which he was billed the sum of \$37.50.

DISPOSITION

The matter was ordered submitted at the end of 10 days and the case to remain open for said 10 days to permit the filing of the copies of the medical reports of the Department of Employment, together with the hospital record of Herrick Hospital and further medical reports from the applicant; the parties were requested to submit briefs on all of the issues within 20 days.

JOSEPH SHEEHAN
Referee

JS:S

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

--O--

JACK CUTHBERTSON,

Applicant,

vs.

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

Defendants.

CLAIM NO. 161-870

FINDINGS AND AWARD

Application for Hearing having been filed herein,
and all parties having appeared or having been duly notified,
and the matter having been regularly heard before Referee
Joseph Sheehan, and submitted for decision, said Referee now
makes his Findings and Award, as follows:

FINDINGS OF FACT

1. Jack Cuthbertson, born May 4, 1928, while em-
ployed as an asbestos worker by Western Asbestos Company,
Plant Asbestos Company, Armstrong Cork Company, J. T. Thorpe
& Sons, during periods of employment stipulated to by each
of the several defendant employers herein, contracted an

1 occupational disease, to wit, a form of pneumoconiosis,
2 namely, asbestosis.

3 2. The date on which said employee first suffered
4 disability from said occupational disease and either knew,
5 or in the exercise of reasonable diligence should have known,
6 that said disability was caused by his present or prior em-
7 ployment, was October 23, 1954.

8 3. The occupation of the applicant was asbestos
9 worker.

10 4. At the time of said injury the weekly earnings
11 of the employee were maximum.

12 5. Employee has incurred expenses for diagnostic
13 treatment beginning October 17, 1954 and thereafter, and
14 said treatment was reasonably required to cure or relieve
15 the effects of said disease. A supplemental award for the
16 amount of such expenses will be made upon the service and
17 filing of a supplemental petition in the event the parties
18 are unable to adjust such expense to their mutual satisfac-
19 tion.

20 6. Employee is in need of further medical treat-
21 ment reasonably required to cure or relieve him from the
22 effects of said disease.

23 7. Said disease caused temporary total disability
24 beginning October 17, 1954, to and including July 14, 1955.

25 8. Employee's condition is not yet permanent.

26 9. Statutory notice was given by the employee to
27 Plant Asbestos Company. None of the defendants herein on
28 whom liability is imposed have been prejudiced by the al-
29 leged lack of notice.

30 10. The filing of the Application was timely.

31 11. Department of Employment, State of California,
32 has paid to the employee unemployment compensation disability

1 benefits in the sum of \$970.00 during the period of disa-
2 bility found herein.

3 12. Occidental Life Insurance Company paid no sum
4 of money for medical treatment reasonably required to cure
5 or relieve from the effects of the injury found herein.

6 13. Employee has incurred costs in the sum of
7 \$70.00.

8 14. The determination of apportionment or contri-
9 bution among the several defendant carriers is deferred.

10 15. It is not true that employee is estopped to
11 assert the claim made herein.

12 16. The Commission does have jurisdiction of the
13 subject matter of said claim and of each of the defendants
14 upon whom any liability is imposed herein.

15 17. Employee's attorneys, Smith & Parrish, have
16 rendered services to the employee in the reasonable value
17 of \$300.00.

18 18. Cork Insulation Company is not a necessary or
19 proper party.

20 19. Plant Rubber & Asbestos Works is not a neces-
21 sary or proper party.

22 20. Mundet Cork Corporation is not a necessary or
23 proper party.

24 A W A R D

25
26 AWARD IS MADE in favor of Jack Cuthbertson against
27 State Compensation Insurance Fund, Pacific Employers Insur-
28 ance Company, Standard Accident Insurance Company, Travelers
29 Insurance Company and Industrial Indemnity Company of reim-
30 bursement for the reasonable value of medical treatment ob-
31 tained by the employee on and after October 17, 1954 to and
32 including July 14, 1955.

1 AWARD IS FURTHER MADE in favor of Jack Cuthbert-
2 son against State Compensation Insurance Fund, Pacific Em-
3 ployers Insurance Company, Standard Accident Insurance
4 Company, Travelers Insurance Company and Industrial Indem-
5 nity Company of temporary total disability indemnity in the
6 sum of \$35.00 a week, beginning October 17, 1954 to and in-
7 cluding July 14, 1955.

8 AWARD IS FURTHER MADE in favor of Jack Cuthbert-
9 son against State Compensation Insurance Fund, Pacific Em-
10 ployers Insurance Company, Standard Accident Insurance
11 Company, Travelers Insurance Company and Industrial Indem-
12 nity Company of reimbursement for the reasonable value of
13 costs incurred by said employee in the sum of \$70.00, said
14 costs being payable as follows: \$35.00 to Dr. A. R. Thomp-
15 son, and \$35.00 to Dr. Gerald L. Crenshaw.

16 AWARD IS FURTHER MADE in favor of Jack Cuthbert-
17 son against State Compensation Insurance Fund, Pacific Em-
18 ployers Insurance Company, Standard Accident Insurance
19 Company, Travelers Insurance Company and Industrial Indem-
20 nity Company of further medical treatment reasonably required
21 to cure or relieve him from the effects of said disease.

22 IT IS ORDERED that employee's attorneys, Smith &
23 Parrish, be and they hereby are allowed a first lien in the
24 sum of \$300.00 against any compensation unpaid and payable
25 herein.

26 IT IS FURTHER ORDERED that Department of Employ-
27 ment, State of California, be and it hereby is allowed a
28 second lien in the sum of \$970.00 against any compensation
29 unpaid and payable herein.

30 IT IS FURTHER ORDERED that the request of the
31 Department of Employment for an additional lien in the sum
32 of \$179.71 be and it hereby is denied.

1 IT IS FURTHER ORDERED that Cork Insulation Company
2 be and it hereby is dismissed.

3 IT IS FURTHER ORDERED that Mundet Cork Corporation
4 be and it hereby is dismissed.

5 IT IS FURTHER ORDERED that Plant Rubber & Asbestos
6 Works be and it hereby is dismissed.

7 IT IS FURTHER ORDERED that jurisdiction be and it
8 hereby is reserved to determine apportionment or equitable
9 subrogation on petition properly filed.

10 IT IS FURTHER ORDERED that this Award shall bear
11 interest pursuant to the provisions of Section 5800 of the
12 Labor Code.

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16 JOSEPH SHEEHAN, REFEREE
17 INDUSTRIAL ACCIDENT COMMISSION
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19

20 JUN 11 1956 FILED AND COPY MAILED TO: (JA)

21 Department of Employment, P O Box 1857, Oakland 4
22 Occidental Life Insurance Co., 583 Market St., S.F. 4
23 Jack Cuthbertson, 2284 Holbrook Drive, Concord
24 Smith & Parrish, 1616 Financial Center Bldg., Oakland 12
25 Leonard, Hanna & Brophy, 100 Bush St., S.F. 4
26 Mullen & Filippi, 315 Montgomery St., S.F.
27 Travelers Insurance Company, Latham Square Bldg., Oakland
28 Industrial Indemnity Company, 350 Sansome St., S.F. 4
29 State Compensation Insurance Fund, 450 McAllister St., S.F. 1
30 Pacific Employers Insurance Company, 3770 Piedmont Ave, Oakland
31 Standard Accident Insurance Company, c/o Leonard, Hanna &
32 Brophy, 100 Bush St., S.F.
Plant Rubber and Asbestos Works, 5309 Horton St., Emeryville
Armstrong Cork Company, 1355 Market St., S.F.
Mundet Cork Corporation, 440 Brannan St., S.F.
Plant Asbestos Company, 5309 Horton St., Emeryville
Western Asbestos Company, 675 Townsend St., S.F. 3
J. T. Thorpe & Sons, Emeryville

SEAL

CUTHBERTSON Claim No. SF 161-870

Injury: 1944 - 1954

JOSEPH SHEEHAN, REFEREE
MAY 14, 1956

REPORT OF REFEREE ON DECISION

Alleged asbestos worker, born May 4, 1925, claims injury to lungs from "breathing substances in course of work harmful to chest and lungs."

The proper names of the defendants have been shortened in this report, as follows:

Western Asbestos Company	- Western
State Compensation Insurance Fund	- Fund
Plant Asbestos Company	- Plant
Industrial Indemnity Company	- Industrial
Armstrong Cork Company	- Armstrong
Travelers Insurance Company	- Travelers
Standard Accident Company	- Standard
Occidental Life Insurance Co.	- Occidental
State of California, Department of Employment	- Department
Pacific Employers Insurance Co.	- PE
J. T. Thorpe & Sons	- Thorpe
Mundet Cork Corporation	- Mundet
Cork Insulation Company	- Cork
Plant Rubber & Asbestos Works	- Plant Rubber

In the application it is alleged that applicant was employed by Mundet, as follows:

"1948 - in February, March, April and May, approximately 4 months (4)."

Mundet never appeared in this matter. No appearance was made for it. No proof of proper service was made. The letter of Mundet of 2-16-56 was filed in answer to a subpoena of the Commission. During the time applicant worked for Mundet he used strictly cork. (Testimony of applicant.) Applicant's counsel has assured the Commission that "we are not going to proceed against Mundet Cork or Cork Insulation." (Transcript p. 46). Mundet should be dismissed forthwith. (Rule 10775 and 10782).

Employment with Cork is alleged to have been:

"Cork Insulation Co., San Francisco, Cal. 1949 - February to April, approximately 2 months."

Cork made no appearance herein. Applicant's counsel has submitted no proof of proper service. His assurances (transcript p. 46) constitute a request for dismissal of Cork. Cork should be dismissed forthwith. (Rule 10775 and 10782).

The Application, filed March 8, 1955, alleges:

"Original employment, Plant Rubber & Asbestos Works, San Francisco, Calif. 1944 - February 26th to June 12th, approximately 3-1/2 months."

Apparently purported service on this defendant was made at:

"Plant Rubber & Asbestos Works, 5309 Horton Street, Emeryville, Calif."

2-20-56

SUMMARY OF TESTIMONY

HERBERT E. SIMONS, called by the defendant State Compensation Insurance Fund, testified substantially as follows:

He is employed as Safety and Transportation Supervisor at the Western Asbestos. The record at the plant shows that the applicant worked at the plant from April, 1947, to July, 1950.

The applicant handled asbestos and other materials used at the plant. A list of ingredients of the products used is contained in the insulation list. He prepared this list from the samples submitted to him by the manufacturers. The same material was used in 1947 and 1948.

JACK CUTHBERTSON, recalled, testified substantially as follows:

He worked for J. T. Thorpe and Son beginning in August, 1948 to 1949. It was outside work on a power house. He applied asbestos blocks to the boiler. It was quite dusty and windy. The boiler was located in the open. He did not become ill on this job. He was a mechanic or insulator on this job.

All of the men on the job were using the same insulation. It was dry material. The first application would be dry and the second application would be wet. Magnesium blocks were handled about 85 per cent of the time. He handled dry asbestos blocks about 80 per cent of the time. The magnesium blocks contained magnesium, 85 per cent, and asbestos, 15 per cent. After handling the magnesium blocks he would apply a wet coating. This coating material was handled like plaster.

He also worked for J. T. Thorpe in 1953, that is, from September 1, 1953, to October 23, 1953. Beginning September 28, 1953, he was off work for a month while he was in the hospital. Just prior to going to the hospital he was working for Armstrong Cork.

On further questioning he said he worked for J. T. Thorpe and Son from May 9, 1952, to June 2, 1952. During this time he handled asbestos covering and various asbestos products.

While he was working at Hunters Point the boiler was in the open air. You could see particles of asbestos dust.

No notice was given to Pacific Employers or to J. T. Thorpe and Son. Neither of them have made any promises of compensation to him and neither of them have made any payments of compensation.

He went to the hospital in September, 1953, following the directions of Dr. Crenshaw. Two weeks prior to going to the hospital he'd been under Dr. Crenshaw's care. Dr. Crenshaw did not tell him what was wrong with him. Dr. Crenshaw has continued to give him treatment. When he first saw Dr. Crenshaw Dr. Crenshaw could not tell him what was wrong and he believes that the doctors were looking for cancer at that time. He remained for two weeks in the hospital.

He first learned about his condition about six days after October 6, 1954. He knew about the theory of asbestos becoming lodged in the lungs. He first learned about this theory seven or eight years ago when he first took up the trade.

He had no cough before the first operation. He had severe pains behind his left shoulder and these pains led him to see another doctor. He has never been called by the draft. He was in the Merchant Marine in 1944 to 1946.

He was in asbestos work prior to 1944. He was a helper at that time. They did not make any X-ray examination of him while he was in the service.

2/20/56

He drew the maximum amount of benefits from the State. These benefits covered all of the time he was off work because of his disability. He drew \$35.00 from the State and \$15.00 from Occidental for each week he was off. The two payments together, being \$50.00 a week, were paid to him during the entire period he was off work. He returned to work on September 18, 1955.

(It was stipulated that Travelers Insurance Company had coverage for Armstrong Cork from January 1, 1952, until the present time and that Standard Accident had coverage for the period beginning January 1, 1949, to December 31, 1951. It was likewise stipulated the applicant worked for Armstrong Cork for different periods totaling approximately 191 weeks beginning in September, 1949.)

He worked for Armstrong Cork for about two weeks in 1949, that is, from September to October. In this job he used only cork board and hot tar.

He worked for Armstrong Cork from September 6, 1950, to 1954. He was an insulating mechanic. He used asbestos pipe covering, asbestos blocks, various forms of asbestos, rock wool and cork board on the job. The dry asbestos came in hundred pound sacks. It was the job of a helper to mix this dry asbestos. 85 per cent of the time the applicant mixed his own dry asbestos. The asbestos blocks were installed on boilers. He had no helper and there was heavy dust on the job.

He has worked in the asbestos trade for a period of about eight years and during this time has worked for six or seven companies. On all these jobs he did not use the same materials. While he worked for Mundet he used strictly cork.

Samples which have been introduced were similar to those that he used while working for Armstrong. He used the same type of material for Plant Asbestos, J. T. Thorpe and for Western. He is a union man and most of the jobs are the same. They used the same materials on the jobs. It is asbestos or asbestos products. On all these jobs he had windy days. On some of the jobs the ventilation was poor. On others the dust just hung in the air. The dust was worse on windy days. All through the different jobs the same exposure occurred. Some of the Armstrong jobs were all cork jobs.

Generally speaking, the materials used and the amount of dust produced was the same for all his employers.

He was hospitalized in September, 1953, and prior to that time he made no request for compensation of Armstrong, Standard or Travelers.

At the present time he has still complaints regarding pains in the chest, tiredness in the arms. After a day's work he has to go to bed after dinner. The scars in his chest give him sharp pains at times. The adhesions around the scars hurt more in cold weather than warm weather. It is an effort for him to go up ladders. He is still going to Dr. Crenshaw. He feels better than he did at the time of the last hearing.

At night he has a tired feeling. It is an exhausted feeling. It is hard for him to keep his average up while working in the afternoon.

On July 15, 1955, he went to work for a foundry and this work required him to shovel sand all day long. He worked at this job from July 15, 1955, to August 14, 1955, and thereafter he was off work until September 18, 1955. He gave this work up on August 14, 1955, because he did not continue doing the work.

After August 14, 1955, he listed himself as available for work after about two weeks.

(As regards Plant Asbestos, it was stipulated that the employer's insurance company had coverage from October 1, 1947, to

It was stipulated that the Industrial Indemnity Company had coverage for Plant Asbestos for the period beginning July 18, 1954, to October 17, 1954, and it was also stipulated that applicant worked at the plant during that period.)

While working for Plant Asbestos he used heat and frost insulations. He worked as a mechanic applying these products which were made from asbestos products.

From July, 1954, to October, 1954, he did mostly little jobs. He handled asbestos products during this time. They had to mix the products themselves. It was dusty. It was very dusty while they were mixing.

The job at Mare Island during this time they had to work in a trench, and the material was on top of the trench. The wind would blow the material at him.

On October 17, 1954, he stopped work because he was wheezing and subsequently he went to surgery.

The first notice he gave to Plant Asbestos was about a week and a half after leaving the hospital. His attorney told him that he had to notify his employer.

Plant Asbestos or Pacific Employers or Industrial Indemnity or any of them have made no promises or payments of compensation to him.

He has received payments of disability benefits during the entire period he was off. He drew disability from the State for the maximum amount. He received no benefits after leaving the job he had at the foundry. The majority of all his work was new work. He did not receive benefits for all the time he lost from work.

A recess was taken in this matter until 9:00 A.M. tomorrow, February 21, 1956.

The matter came on regularly for further hearing on February 21 at 9:00 A.M.

SUMMARY OF TESTIMONY

SIDNEY J. SHIPMAN, M.D., called by the defendants, testified substantially as follows:

He saw the applicant on one occasion, that is, on June 15, 1955.

His diagnosis was asbestosis or pneumoconiosis caused by asbestosis. This results from an exposure to asbestosis dust.

As to the degree of disability seen in the applicant on June 15, 1955, he said that his chest was normal to examination. However, an examination at U. C. Hospital showed that the oxygen saturation of the blood was slightly low.

The doctor believes that the applicant is able to work at the present time. He cannot give a probable prognosis. He cannot say the condition will become worse or better or remain the same.

The applicant should have a periodical check by the doctor. The applicant is able to resume normal activity.

The oxygen saturation test showed that the oxygen was not absorbed by the blood like the oxygen should be absorbed. There is some impairment.

No showing has been made that the address of this defendant is at Emeryville. Jurisdiction over this defendant is not shown by the record. Plant Rubber & Asbestos Works should be dismissed. (Rule 10775 and 9745). Applicant has elected not to proceed against this defendant.

One or more of the other defendants have raised seven-teen issues herein. These issues are:

1. Jurisdiction
2. Employment
3. Occupation
4. Injury
5. Insurance
6. Medical expense
7. Medical
8. Earnings
9. Permanent
10. Temporary
11. Notice and prejudice
12. Statute of Limitations
13. Department of Employment lien
14. Occidental Life Insurance Co. Lien
15. Costs
16. Apportionment
17. Estoppel

Only Fund has raised the issue of estoppel. Counsel for Fund has advised that this issue is "to lie to prevent the injury." The issue is the same as notice and prejudice. The law does not require the impossible of an applicant. No facts in this record exists for finding estoppel on the part of the applicant.

Industrial has put in issue employment and insurance. It has disposed of these issues by stipulation. In view of the stipulations, no findings on these issues are necessary. (Rule 10744).

Industrial and Fund have put in issue earnings and occupation. The answer of the Fund admits maximum wages and the occupation of asbestos worker.

While working for Industrial's assured (Plant) on October 17, 1954, applicant received maximum earnings (stipulated) and his occupation was asbestos worker (stipulated).

Fund's assured, Western, paid applicant wages of \$100.00 a week. (Applicant's testimony).

The entire record compels the finding of asbestos worker as the occupation of the applicant, and maximum earnings.

Fund, Thorpe, Plant, and PE, as to themselves, question the jurisdiction of the Commission. By its answer, Fund relies on the defense that maritime injuries are beyond the jurisdiction of the Commission. The evidence fails to support the position taken by these four defendants on this issue. In holding that the Commission does have jurisdiction, uniformity of the maritime law is not disturbed.

Work done by this employee was not of maritime import since the transaction was of local concern and not prejudicial to uniform application of admiralty law.

The request filed 4-22-55 is for \$1,149.71. This amount consists of two parts:

- (1) \$35 a week from 10-18-54 thru 4-17-55 --
\$910 plus \$60 Hospital benefits, and
- (2) \$30 a week from 9-28-53 thru 10-24-53 --
\$115.71 plus \$64 (8 days hospital benefits)

A lien for \$970 should be allowed to the Department and the Department's request for the additional \$179.71 should be denied. No recovery can be had for this additional amount, the same being properly payable to the employee under the unemployment insurance code.

Applicant's counsel contends "that he is entitled to reimbursement and payment of medical expense." (Letter of Mr. Smith 3-5-56). He argues that Simien case (21 CCC 10) is controlling.

Beginning October 17, 1954 applicant obtained diagnostic treatment which was successful and led to the diagnosis, namely, asbestosis. It follows he is entitled to recovery of such reasonable expense as was necessary to enable his doctor and the defendants' doctors to properly diagnose the cause of the disability.

The evidence as to the exact amount of the expense is vague and indefinite. This referee is unable to speculate as to the true total. Applicant's counsel sent to the Commission some exhibits attached to his letter of February 29, 1956. These exhibits were never properly introduced as evidence. (Transcript, page 86).

A determination of the exact amount of medical expense will be made upon the service and filing of a proper petition in the event the parties are unable to adjust this among themselves. The evidence allows, and standard practice permits, only a general finding.

Applicant has reasonably incurred costs in the sum of \$70.00. (Exhibit A-2).

As reflected by this record, applicant's attorneys have rendered services to the employee in the reasonable value of \$300.00.

Apportionment or contribution of a defendant carrier is properly the subject matter of a supplemental petition.

FINDINGS OF FACT

1. Jack Cuthbertson, born May 4, 1928, while employed as an asbestos worker by Western, Plant, Armstrong, Thorpe, during periods of employment stipulated to by each of the several defendant employers herein, contracted an occupational disease, to wit, a form of pneumoconiosis, namely, asbestosis.

2. The date upon which said employee first suffered disability from said occupational disease and either knew, or in the exercise of reasonable diligence should have known, that said disability was caused by his present or prior employment, was October 23, 1954.

3. The occupation of the applicant was asbestos worker.

4. At the time of said injury the weekly earnings of employee were maximum.

5. Employee has incurred expenses for diagnostic treatment beginning October 17, 1954 and thereafter, and said treatment was reasonably required to cure or relieve the effects of said disease. A supplemental award for the amount of such expenses will be made upon the service and filing of a supplemental petition in the event the parties are unable to adjust such expense to their mutual satisfaction.

6. Employee is in need of further medical treatment reasonably required to cure or relieve from the effects of said disease.

7. Said disease caused temporary total disability beginning October 17, 1954, to and including July 14, 1955.

8. Employee's condition is not yet permanent.

9. Statutory notice was given by the employee to Plant. None of the defendants herein on whom liability is imposed have been prejudiced by the alleged lack of notice.

10. The filing of the Application was timely.

11. Department has paid to employee apportionment compensation disability benefits in the sum of \$173.00 during the period of disability found herein.

12. Occidental paid no sum of money for medical treatment reasonably required to cure or relieve from the effects of injury found herein.

13. Employee has incurred costs in the sum of \$70.00.

14. The determination of apportionment or contribution among the several defendant carriers is deferred.

15. It is not true that employee is estopped to assert the claim made herein.

16. The Commission does have jurisdiction of the subject matter of said claim and of each of the defendants upon whom any liability is imposed herein.

17. As reflected by this record, employee's attorneys have rendered services to employee in the reasonable value of \$300.00.

18. Cork is not a necessary or proper party.

19. Plant Rubber is not a necessary or proper party.

20. Mundet is not a necessary or proper party.

CONCLUSIONS OF LAW

Employee is entitled to a joint and several award against Fund, PE, Standard, Travelers, Industrial, of:

The reasonable value of medical treatment obtained by the employee on and after October 17, 1954 to and including July 14, 1955, and

CUTHBERTSON

-6-

Claim No. 161-870

Temporary total disability indemnity at maximum rate beginning October 17, 1954 to and including July 14, 1955, and

Costs in the sum of \$70.00, said sum being payable \$35.00 to Dr. Thompson and \$35.00 to Dr. Crenshaw, and

Further medical treatment reasonably required to cure or relieve from the effects of said disease.

Employee's attorneys are entitled to a first lien in the sum of \$300.00.

Department is entitled to a second lien in the sum of \$970.00. Request of Department for additional lien of \$179.71 should be denied.

Cork, Mundet, Plant Rubber should be dismissed.

Jurisdiction is reserved to determine apportionment or equitable subrogation on petition properly filed.

JOSEPH SHEEHAN
Referee

JS:ja

3. Injury.
4. Insurance.
5. Medical expense.
6. Medical.
7. Earnings.
8. Temporary disability.
9. Notice and prejudice.

Mailed From San Francisco Office

1956, 1957

Industrial Accident Commission
State of California

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

--O--

JACK CUTHBERTSON,

Applicant,

CLAIM NO. 161-870

vs.

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

Defendants.

ORDER
DENYING PETITIONS
FOR RECONSIDERATION

GOOD CAUSE APPEARING THEREFOR:

IT IS HEREBY ORDERED that applicant's Petition for
Reconsideration, filed herein June 29, 1956, be and it hereby
is denied.

IT IS FURTHER ORDERED that Pacific Employers In-
surance Company's Petition for Reconsideration, filed herein
July 2, 1956, be and it hereby is denied.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F.A. Lawrence

John J. Synon

Commissioners

JACK CUMBERBETSON

v.

WESTERN ASBESTOS COMPANY
PLANT ASBESTOS COMPANY
ARMSTRONG CORP COMPANY
J. T. THORPE & SONS, STATE
COMPENSATION INSURANCE
FUND INDUSTRIAL INSURANCE
COMPANY TRAVELLERS INSURANCE
COMPANY STANDARD ACCIDENT
INSURANCE COMPANY 401 P CHICO
EMPLOYERS INSURANCE COMPANY

July 25, 1956

Claim No. 161-370

REPORT OF PANEL ONE

The record sustains the Findings and Award filed
June 11, 1956.

The Petitions for Reconsideration should therefore
be denied.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F.A. Lawrence

John J. Synon

Commissioners

s:k

CUTHBERTSON Claim No. 161-870

Injury: 1944 - 1954

JOSEPH SHEEHAN, Referee
JULY 10, 1956

REPORT OF REFEREE
ON PETITIONS FOR RECONSIDERATION
----- (Due: July 29, 1956.) -----

This is the claim of an asbestos worker, 26, who claims injury to lungs from "breathing substances in course of work harmful to chest and lungs."

One or more of the defendants have raised herein seventeen issues.

Findings were made on all issues presented, and said findings are contained in the Findings and Award, filed herein June 11, 1956.

On June 29, 1956 the employee filed herein his Petition for Reconsideration, and alleged that the Commission acted in excess of its powers, the evidence does not justify the findings of fact, and the findings of fact do not support the award.

The employee objects to the finding that he first suffered disability on October 23, 1954, and he contends he is entitled to temporary disability indemnity for approximately one month in 1953, together with the expense of medical treatment procured by him in the year 1953.

One of the defendants, to wit: Pacific Employers Insurance Company, has filed herein its Petition for Reconsideration. This carrier wants the petition to be considered as an Answer to the applicant's petition and also as a Petition for Reconsideration.

The carrier's petition is directed to the imposition of liability for temporary disability indemnity, and medical expense prior to October 23, 1954 and subsequent to October 17, 1954. The carrier contends there was no obligation to the employee prior to the date of the injury, which was found to be October 23, 1954.

The employee entered the hospital on October 17, 1954, and left the hospital on October 23, 1954. It was during this period of hospitalization that the diagnostic treatment was successful and resulted in the diagnosis of asbestosis.

In 1953 the employee consulted his own doctor, who hospitalized him for diagnostic treatment in the same year. This diagnostic treatment was not successful and failed to furnish any basis for a diagnosis.

.....

Commissioners

JACK CUTBERTSON

v.

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

July 25, 1956

Claim No. 161-870

REPORT OF PANEL ONE

The record sustains the Findings and Award filed
June 11, 1956.

The Petitions for Reconsideration should therefore
be denied.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F.A. Lawrence

John J. Synon

Commissioners

s:k

CUTHBERTSON Claim No. 161-870

Injury: 1944 - 1954

JOSEPH SHEEHAN, Referee
JULY 10, 1956

REPORT OF REFEREE
ON PETITIONS FOR RECONSIDERATION
_____(Due: July 29, 1956.)_____

This is the claim of an asbestos worker, 26, who claims injury to lungs from "breathing substances in course of work harmful to chest and lungs."

One or more of the defendants have raised herein seventeen issues.

Findings were made on all issues presented, and said findings are contained in the Findings and Award, filed herein June 11, 1956.

On June 29, 1956 the employee filed herein his Petition for Reconsideration, and alleged that the Commission acted in excess of its powers, the evidence does not justify the findings of fact, and the findings of fact do not support the award.

The employee objects to the finding that he first suffered disability on October 23, 1954, and he contends he is entitled to temporary disability indemnity for approximately one month in 1953, together with the expense of medical treatment procured by him in the year 1953.

One of the defendants, to wit: Pacific Employers Insurance Company, has filed herein its Petition for Reconsideration. This carrier wants the petition to be considered as an Answer to the applicant's petition and also as a Petition for Reconsideration.

The carrier's petition is directed to the imposition of liability for temporary disability indemnity, and medical expense prior to October 23, 1954 and subsequent to October 17, 1954. The carrier contends there was no obligation to the employee prior to the date of the injury, which was found to be October 23, 1954.

The employee entered the hospital on October 17, 1954, and left the hospital on October 23, 1954. It was during this period of hospitalization that the diagnostic treatment was successful and resulted in the diagnosis of asbestosis.

In 1953 the employee consulted his own doctor, who hospitalized him for diagnostic treatment in the same year. This diagnostic treatment was not successful and failed to furnish any basis for a diagnosis.

The carrier contends that no liability may be imposed upon it prior to the time that the employee had disability, and either knew or in the exercise of reasonable diligence should have known that the disability was caused by his work.

This Referee recommends that applicant's petition be denied, and also that the carrier's petition be denied.

Applicant relies upon the Simien case (Simien vs I.A.C., 21 CCC 10) as authority for the imposition of liability on the defendants herein for the diagnostic treatment which was unsuccessful. The holding in the Simien case is not authority for imposing any liability on a carrier for medical treatment which has been unsuccessful. Simien received medical treatment which successfully relieved and cured from the effects of the injury.

In the instant case the diagnostic treatment secured by the employee in 1953 was unsuccessful, and it was obtained by the employee at his peril. It would be unreasonable to assess liability for this treatment against any of the defendants herein.

The successful diagnostic treatment which was secured by the employee 7 days before he was informed of the work connection of his disability has reasonably resulted in an obligation of the defendants herein.

The carrier has also urged other points, such as dismissal of unnecessary parties, and lack of cross-examination of some employments not herein specifically involved.

It is not true that the defendants, or any of them, have been denied an opportunity to cross-examine the applicant in any particular. Furthermore, this particular carrier may file a proper petition for contribution or subrogation just as soon as it pays more than its just share of the award herein.

Submitted herewith is appropriate order denying applicant's Petition for Reconsideration.

Also submitted herewith is appropriate order denying the Pacific Employers Insurance Company's Petition for Reconsideration.

JOSEPH SHEEHAN
Referee

JS:ja

JACK CUTHBERTSON

vs.

PLANT RUBBER AND ASBESTOS WORKS,
ARMSTRONG CORK COMPANY, MUNDENT CORK
CORPORATION, PLANT ASBESTOS COMPANY,
WESTERN ASBESTOS COMPANY, J. T.
THORPE AND SON, and TRAVELERS INSURANCE
COMPANY, INDUSTRIAL INDEMNITY COMPANY,
STATE COMPENSATION INSURANCE FUND,
PACIFIC EMPLOYERS INSURANCE CO.,
CALIFORNIA COMPENSATION INSURANCE CO., and
STANDARD ACCIDENT INSURANCE COMPANY

JOSEPH SHEEHAN, REFEREE
San Francisco, Sept. 7, 1955

CLAIM NO. 161-370
Inj. 1944-1954

REPORT OF REFEREE

Asbestos worker, 26. claims injury to lung from breathing substances in the course of work harmful to chest and lungs.

FACTS IN CONTROVERSY AS TO STATE COMPENSATION INSURANCE FUND:

1. Occupation.
2. Injury.
3. Medical.
4. Medical expense.
5. Earnings.
6. Temporary disability.
7. Notice and prejudice.
8. Statute of limitations.
9. Lien of Department of Employment.
10. Lien of Occidental Life.
11. Costs.
12. Estoppel.
13. Jurisdiction.

SUMMARY OF TESTIMONY:

Applicant testified substantially as follows:

While he worked at Western Asbestos his rate of pay was as set forth in the letter of February 14, 1955. His hourly rate was for a 40-hour week.

He first worked at Western as a helper. He did work aboard the S. S. Lurline. This work consisted of packing materials from the dock to the ship. He worked as a helper for three and a half months. The asbestos that he handled during this period of time was in closed cartons. He worked mostly on the dock.

He worked for Western Asbestos on the Standard Oil job as a helper. This job consisted of making cork insulation.

During the period 1947 to 1950 he handled various materials including asbestos, rock wool, fiber glass and asbestos paper. His job was that of a helper and he would pass these materials to the mechanics. Sometimes the air in which he was working was dense. Sometimes he would work in enclosed areas.

He worked on the Standard Oil job for three and a half months. On that job he had very little contact with the materials of asbestos and rock wool. He also worked on the Union Oil Company job.

CUTBERTSON

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He worked for Mundet on a job at the Bethlehem yard. This job required him to work mostly on the ships. He also worked at Moss Landing. While he was working at the Moss Landing job he was an asbestos worker. He was also known as a mechanic and he would apply the asbestos to pipes and boilers. On this job his clothes were dusty and he noticed that the inside of his nose was also dusty.

In 1953 he went to Dr. Thompson and Dr. Thompson took x-rays. Dr. Thompson in turn sent him to Dr. Crenshaw.

Under Dr. Crenshaw he underwent surgery to obtain a diagnosis. At that time he was having pains.

He stopped work on September 30, 1953, and was off work for one month because of the surgery. The doctor found nothing wrong and the doctor told him to go back to work.

He continued working until October 19, 1954, when he had further surgery on his chest. Dr. Crenshaw performed this surgery.

He has been off work ever since October 19, 1954. He has not returned to his trade.

It was on October 22, 1954, that Dr. Crenshaw advised him that his condition was due to his work.

The bill for the first surgery was paid half by himself and half by the Occidental Life.

The bill for the second surgery is to be paid half by him and half by the Occidental Life.

Dr. Crenshaw has sent him a bill, but he left the bill home.

He worked from July 15, 1955, to August 14, 1955. During this time he earned \$58 a week.

At one time in his career he was an able-bodied seaman. He held a card as such for a period of three years, but he was not three years on the sea.

On October 15, 1954, he gave a work history when he was in the Herrick Memorial Hospital.

His work on the Lurline was that of a helper. He would transfer the materials from the dock to the ship. He worked on this job for three or four months.

On the Standard Oil job he would use rock wool and cork.

The Lurline job required him to mix wet and dry asbestos. Occasionally he worked aboard ship. His general duties required him to bring the materials aboard. He was just a helper on the Standard Oil job.

He worked about six weeks with the rock wool.

During the last four and a half months he worked for Western he was a journeyman. He does not know whether or not the ships at Bethlehem were new construction. On these ships fiber glass was used.

He is a journeyman asbestos worker. The job at the ship yard was a rush job and it was very dusty in the shop at the ship yard. This job

CUTHBERTSON

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required him to work 10 hours a day. He was tired after this job but he had no other complaints.

When he worked for Mundet Cork the job was at the Alameda ship yard. On this job he used the tools of an asbestos worker. He worked in asbestos and cork but it was mostly cork.

The materials were applied to the ship "Wilson" and working on this ship required him to work in a dusty place. For Mundet Cork he worked eight hours a day.

The job at the Moss Landing was an outside job. He worked in the open air, but it was very dusty. There was no control of the wind. He had no difficulty while working at Moss Landing. He had no complaints regarding his chest when he left Western Asbestos.

After his first surgery he continued under the care of Dr. Crenshaw.

Dr. Crenshaw, called by the applicant, testified substantially as follows:

Stated his qualifications.

The applicant has been under his care since September 22, 1953.

Surgery was performed the second time October 18, 1954.

The doctor is of the opinion that the reasonable period of convalescence from this surgery would be four or five months and thereafter the applicant could return to light work.

The doctor is of the opinion that the reasonable period of convalescence from this surgery is six months after the surgery.

The doctor is of the opinion that the applicant is 20 percent disabled at the present time and that the applicant's condition will get worse.

The applicant needs medical observation, but he does not need any medical treatment.

The applicant could go to work now, but the applicant is enjoined from working in asbestos work or doing heavy labor work.

The doctor is of the opinion the applicant suffers from asbestosis, and when asked whether or not the applicant also suffered from silicosis, the doctor answered yes and no.

It was only after the second operation that the doctor told the applicant that his condition was connected with his work.

Years of exposure to harmful substances can cause the condition from which the applicant suffers.

On September 22, 1953, the applicant was complaining of a right side pleural effusion. His condition was diagnosed as non specific thoracis. Following this surgery the doctor ruled out the serious causes of the condition.

The fibrosis did not show in the x-rays. It was just prior to or subsequent to the second surgery that he notified the applicant of his opinion that the condition was due to the applicant's work. Possibly it was roughly a week after the second surgery that the doctor so advised the applicant.

CUTHBERTSON

-4-

The doctor does not believe that the applicant could return to work of a seaman. The doctor believes that a seaman's work requires heavy exertion. That the applicant could do general work, except that the applicant can not do hard work and he must work in a place that is free from harmful dust.

It is reasonable to expect that the applicant's capacity to work in the future will be less than it is now. In the opinion of the doctor the fibrosis that is present will continue to increase.

The doctor came to the conclusion that the work was responsible for the condition because he found substances of elements used in the work in the lung.

There is a possibility that the fiber glass may have caused the disability.

The present factors of disability in the applicant are shortness of breath and weakness.

Continued, to be reset on the first available calendar.

JS:jr

JOSEPH SHEEHAN, REFEREE
Oakland 2/17/55

REPORT OF REFEREE ON ORIGINAL HEARING

Asbestos worker (date of birth not alleged) claims injury to lungs from "breathing substances in course of work harmful to chest and lungs".

ISSUES AS TO INDUSTRIAL INDEMNITY COMPANY

1. Employment.
2. Occupation.
3. Injury.
4. Insurance.
5. Medical expense.
6. Medical.
7. Earnings.
8. Temporary disability.
9. Notice and prejudice.
10. Statute of Limitations.
11. Lien of Department of Employment.
12. Lien of Occidental Life.
13. Costs.

ISSUES AS TO TRAVELERS INSURANCE COMPANY

1. Employment.
2. Occupation.
3. Injury.
4. Insurance.
5. Medical expense.
6. Medical.
7. Earnings.
8. Temporary disability.
9. Notice and prejudice.
10. Statute of Limitations.
11. Lien of Department of Employment.
12. Lien of Occidental Life.
13. Costs.

ISSUES AS TO STATE COMPENSATION INSURANCE FUND

1. Employment.
2. Occupation.
3. Injury.
4. Medical expense.
5. Medical.
6. Earnings.
7. Temporary disability.
8. Notice and prejudice.
9. Statute of Limitations.
10. Lien of Department of Employment.
11. Lien of Occidental Life.
12. Costs.
13. Insurance.

SUMMARY OF TESTIMONY

APPLICANT testified substantially as follows:

He was born May 4, 1928.

He is right-handed.

He is an asbestos worker. In 1949 he worked for Western Asbestos. He went to work sometime before April, 1949, as a helper. His job was to pack asbestos onto a ship. He worked two or three months. Sometimes he worked below the decks and in the engine room.

His work required him to pack and mix dry asbestos. His earnings were about \$46.00 a week.

On the Standard Oil job he helped with the supplies. He used rock wool and hot tar on this job. He worked in an enclosed area. There were 20 to 30 men working and the ventilation was poor. He worked with asbestos blocks.

He worked for Armstrong in 1950 and stopped work in 1953. He started working for Western Asbestos in 1949 and worked about two years. He worked for Plant Asbestos about nine months beginning in 1950. He worked for Western Asbestos in 1940 and 1950. He worked for Plant Asbestos for one week. He worked for Armstrong Cork in 1951.

It appeared to this referee that the proper parties defendant were not before the Commission at this time and the matter was continued, to be reset.

Notice was given to counsel for the applicant that in the event that a proper amended application was not on file within a reasonable time the application filed herein would be ordered dismissed without prejudice. It appeared that the testimony of the applicant should be stricken from the record inasmuch as the proper parties defendant were not before the Commission at this time and the testimony was ordered stricken from the record.

The matter was continued, to be reset on the first available calendar in the event that a proper amended application was on file herein.

JOSEPH SHEEHAN
Referee

JS:S

The doctor is of the opinion that the applicant first became afflicted with asbestosis in 1953 when the applicant experienced the pain. The onset of the clinical disease occurred in 1953.

The doctor believes that each employment should bear an equal share all the way through. Continued exposure increases asbestosis.

ROLAND E. MASTERS, called by the defendant, testified substantially as follows:

He is the office manager of the San Francisco office and of the Marine Department of J. T. Thorpe and Sons.

In 1948 and 1949 the company was using asbestos products, which included block insulations, both hot and cold temperatures, pipe coverings and certain cements. He enumerated the content of asbestos in some of the products he used. During those years most of the work was outside work and was new construction.

In 1948 and 1949 he received no complaints regarding dusty conditions at the job sites.

A helper would usually mix the materials used at the job.

One of the samples contained 15 per cent asbestos and another of the samples contained 15 to 20 per cent asbestos.

CARL O. JUST, called by the defendant, testified substantially as follows:

He is a supervisor at Plant Asbestos and has been such for six years. He knows the applicant and knows the employment of the applicant at the plant. The employment consisted of work mostly on new construction.

No request was ever made of him for any change in the ventilation on the job. He received no complaints regarding dust on any job.

ALLAN HOLDEN, called by the applicant, testified substantially as follows:

He is employed by the Occidental Life Insurance Company and the Occidental Life Insurance Company have filed a lien herein in the sum of \$591.87. The following bills make up this item: Bill of Dr. Thompson, 10-9-53, for \$30.00; bill of Dr. Crenshaw of 10-9-53 for \$220.00; bill of the Blood Bank of 10-16-53 in the sum of \$33.25, of which the lien claimant has paid \$24.75; the bill of the Herrick Hospital in the sum of \$361.07, dated 10-23-53, of which the lien claimant has paid \$292.12; the bill of the Peralta Hospital for laboratory examination in the sum of \$20.00, dated 10-30-53.

The lien claimant has paid hospitalization and medical benefits under their accident and sickness policy. They have also paid \$15.00 a week for 47-1/7 weeks. This sum was paid beginning April 5, 1955, to 9-14-55 and the witness corrected this period to be 10-20-54 to 9-14-55.

The policy does not cover reimbursement of workmen's compensation benefits.

APPLICANT, recalled, testified substantially as follows:

He was born May 4, 1928.

In 1953 while he was in the hospital special nurses were hired for eight shifts at \$8.00 each and \$64.00 was paid by him to the nurses.

In September, 1954, he incurred the bill of \$12.50 at the Herrick Hospital. In January, 1955, there was a charge of \$15.00 for a laboratory test. On February 20, 1954, there were laboratory tests and X-ray, for which he was billed the sum of \$37.50.

DISPOSITION

The matter was ordered submitted at the end of 10 days and the case to remain open for said 10 days to permit the filing of the copies of the medical reports of the Department of Employment, together with the hospital record of Herrick Hospital and further medical reports from the applicant; the parties were requested to submit briefs on all of the issues within 20 days.

JOSEPH SHEEHAN
Referee

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8 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
9 OF THE STATE OF CALIFORNIA

10 --O--

11 JACK CUTHBERTSON,)

12 Applicant,)

13 vs.)

CLAIM NO. 161-870

14 WESTERN ASBESTOS COMPANY, PLANT)

15 ASBESTOS COMPANY, ARMSTRONG CORK)

16 COMPANY, J. T. THORPE & SONS,)

17 STATE COMPENSATION INSURANCE FUND,)

18 INDUSTRIAL INDEMNITY COMPANY,)

TRAVELERS INSURANCE COMPANY,)

17 STANDARD ACCIDENT INSURANCE COMPANY,)

18 and PACIFIC EMPLOYERS INSURANCE)

COMPANY,)

19 Defendants.)

20 -----)
21 Application for Hearing having been filed herein,
22 and all parties having appeared or having been duly notified,
23 and the matter having been regularly heard before Referee
24 Joseph Sheehan, and submitted for decision, said Referee now
25 makes his Findings and Award, as follows:

26 FINDINGS OF FACT
27

28 1. Jack Cuthbertson, born May 4, 1928, while em-
29 ployed as an asbestos worker by Western Asbestos Company,
30 Plant Asbestos Company, Armstrong Cork Company, J. T. Thorpe
31 & Sons, during periods of employment stipulated to by each
32 of the several defendant employers herein, contracted an

1 occupational disease, to wit, a form of pneumoconiosis,
2 namely, asbestosis.

3 2. The date on which said employee first suffered
4 disability from said occupational disease and either knew,
5 or in the exercise of reasonable diligence should have known,
6 that said disability was caused by his present or prior em-
7 ployment, was October 23, 1954.

8 3. The occupation of the applicant was asbestos
9 worker.

10 4. At the time of said injury the weekly earnings
11 of the employee were maximum.

12 5. Employee has incurred expenses for diagnostic
13 treatment beginning October 17, 1954 and thereafter, and
14 said treatment was reasonably required to cure or relieve
15 the effects of said disease. A supplemental award for the
16 amount of such expenses will be made upon the service and
17 filing of a supplemental petition in the event the parties
18 are unable to adjust such expense to their mutual satisfac-
19 tion.

20 6. Employee is in need of further medical treat-
21 ment reasonably required to cure or relieve him from the
22 effects of said disease.

23 7. Said disease caused temporary total disability
24 beginning October 17, 1954, to and including July 14, 1955.

25 8. Employee's condition is not yet permanent.

26 9. Statutory notice was given by the employee to
27 Plant Asbestos Company. None of the defendants herein on
28 whom liability is imposed have been prejudiced by the al-
29 leged lack of notice.

30 10. The filing of the Application was timely.

31 11. Department of Employment, State of California,
32 has paid to the employee unemployment compensation disability

1 benefits in the sum of \$970.00 during the period of disa-
2 bility found herein.

3 12. Occidental Life Insurance Company paid no sum
4 of money for medical treatment reasonably required to cure
5 or relieve from the effects of the injury found herein.

6 13. Employee has incurred costs in the sum of
7 \$70.00.

8 14. The determination of apportionment or contri-
9 bution among the several defendant carriers is deferred.

10 15. It is not true that employee is estopped to
11 assert the claim made herein.

12 16. The Commission does have jurisdiction of the
13 subject matter of said claim and of each of the defendants
14 upon whom any liability is imposed herein.

15 17. Employee's attorneys, Smith & Parrish, have
16 rendered services to the employee in the reasonable value
17 of \$300.00.

18 18. Cork Insulation Company is not a necessary or
19 proper party.

20 19. Plant Rubber & Asbestos Works is not a neces-
21 sary or proper party.

22 20. Mundet Cork Corporation is not a necessary or
23 proper party.

24 A W A R D

25
26 AWARD IS MADE in favor of Jack Cuthbertson against
27 State Compensation Insurance Fund, Pacific Employers Insur-
28 ance Company, Standard Accident Insurance Company, Travelers
29 Insurance Company and Industrial Indemnity Company of reim-
30 bursement for the reasonable value of medical treatment ob-
31 tained by the employee on and after October 17, 1954 to and
32 including July 14, 1955.

1 AWARD IS FURTHER MADE in favor of Jack Cuthbert-
2 son against State Compensation Insurance Fund, Pacific Em-
3 ployers Insurance Company, Standard Accident Insurance
4 Company, Travelers Insurance Company and Industrial Indem-
5 nity Company of temporary total disability indemnity in the
6 sum of \$35.00 a week, beginning October 17, 1954 to and in-
7 cluding July 14, 1955.

8 AWARD IS FURTHER MADE in favor of Jack Cuthbert-
9 son against State Compensation Insurance Fund, Pacific Em-
10 ployers Insurance Company, Standard Accident Insurance
11 Company, Travelers Insurance Company and Industrial Indem-
12 nity Company of reimbursement for the reasonable value of
13 costs incurred by said employee in the sum of \$70.00, said
14 costs being payable as follows: \$35.00 to Dr. A. R. Thomp-
15 son, and \$35.00 to Dr. Gerald L. Crenshaw.

16 AWARD IS FURTHER MADE in favor of Jack Cuthbert-
17 son against State Compensation Insurance Fund, Pacific Em-
18 ployers Insurance Company, Standard Accident Insurance
19 Company, Travelers Insurance Company and Industrial Indem-
20 nity Company of further medical treatment reasonably required
21 to cure or relieve him from the effects of said disease.

22 IT IS ORDERED that employee's attorneys, Smith &
23 Parrish, be and they hereby are allowed a first lien in the
24 sum of \$300.00 against any compensation unpaid and payable
25 herein.

26 IT IS FURTHER ORDERED that Department of Employ-
27 ment, State of California, be and it hereby is allowed a
28 second lien in the sum of \$970.00 against any compensation
29 unpaid and payable herein.

30 IT IS FURTHER ORDERED that the request of the
31 Department of Employment for an additional lien in the sum
32 of \$179.71 be and it hereby is denied.

1 IT IS FURTHER ORDERED that Cork Insulation Company
2 be and it hereby is dismissed.

3 IT IS FURTHER ORDERED that Mundet Cork Corporation
4 be and it hereby is dismissed.

5 IT IS FURTHER ORDERED that Plant Rubber & Asbestos
6 Works be and it hereby is dismissed.

7 IT IS FURTHER ORDERED that jurisdiction be and it
8 hereby is reserved to determine apportionment or equitable
9 subrogation on petition properly filed.

10 IT IS FURTHER ORDERED that this Award shall bear
11 interest pursuant to the provisions of Section 5800 of the
12 Labor Code.

13
14
15
16
17 JOSEPH SHEEHAN, REFEREE
18 INDUSTRIAL ACCIDENT COMMISSION
19

20 JUN 11 1956 FILED AND COPY MAILED TO: (JA)

21 Department of Employment, P O Box 1857, Oakland 4
22 Occidental Life Insurance Co., 583 Market St., S.F. 4
23 Jack Cuthbertson, 2284 Holbrook Drive, Concord
24 Smith & Parrish, 1616 Financial Center Bldg., Oakland 12
25 Leonard, Hanna & Brophy, 100 Bush St., S.F. 4
26 Mullen & Filippi, 315 Montgomery St., S.F.
27 Travelers Insurance Company, Latham Square Bldg., Oakland
28 Industrial Indemnity Company, 350 Sansome St., S.F. 4
29 State Compensation Insurance Fund, 450 McAllister St., S.F. 1
30 Pacific Employers Insurance Company, 3770 Piedmont Ave, Oakland
31 Standard Accident Insurance Company, c/o Leonard, Hanna &
32 Brophy, 100 Bush St., S.F.
Plant Rubber and Asbestos Works, 5309 Horton St., Emeryville
Armstrong Cork Company, 1355 Market St., S.F.
Mundet Cork Corporation, 440 Brannan St., S.F.
Plant Asbestos Company, 5309 Horton St., Emeryville
Western Asbestos Company, 675 Townsend St., S.F. 3
J. T. Thorpe & Sons, Emeryville

SEAL

CUTHBERTSON Claim No. SF 161-870

Injury: 1944 - 1954

JOSEPH SHEEHAN, REFEREE
MAY 14, 1956

REPORT OF REFEREE ON DECISION

Alleged asbestos worker, born May 4, 1928, claims injury to lungs from "breathing substances in course of work harmful to chest and lungs."

The proper names of the defendants have been shortened in this report, as follows:

Western Asbestos Company	- Western
State Compensation Insurance Fund	- Fund
Plant Asbestos Company	- Plant
Industrial Indemnity Company	- Industrial
Armstrong Cork Company	- Armstrong
Travelers Insurance Company	- Travelers
Standard Accident Company	- Standard
Occidental Life Insurance Co.	- Occidental
State of California, Department of Employment	- Department
Pacific Employers Insurance Co.	- PE
J. T. Thorpe & Sons	- Thorpe
Mundet Cork Corporation	- Mundet
Cork Insulation Company	- Cork
Plant Rubber & Asbestos Works	- Plant rubber

In the application it is alleged that applicant was employed by Mundet, as follows:

"1948 - in February, March, April and May, approximately 4 months (4)."

Mundet never appeared in this matter. No appearance was made for it. No proof of proper service was made. The letter of Mundet of 2-16-56 was filed in answer to a subpoena of the Commission. During the time applicant worked for Mundet he used strictly cork. (Testimony of applicant.) Applicant's counsel has assured the Commission that "we are not going to proceed against Mundet Cork or Cork Insulation." (Transcript p. 46). Mundet should be dismissed forthwith. (Rule 10775 and 10782).

Employment with Cork is alleged to have been:

"Cork Insulation Co., San Francisco, Cal. 1949 - February to April, approximately 2 months."

Cork made no appearance herein. Applicant's counsel has submitted no proof of proper service. His assurances (transcript p. 46) constitute a request for dismissal of Cork. Cork should be dismissed forthwith. (Rule 10775 and 10782).

The Application, filed March 8, 1955, alleges:

"Original employment, Plant Rubber & Asbestos Works, San Francisco, Calif. 1944 - February 26th to June 12th, approximately 3-1/2 months."

Apparently purported service on this defendant was made at:

"Plant Rubber & Asbestos Works, 5309 Horton Street, Emeryville, Calif."

No showing has been made that the address of this defendant is at Emeryville. Jurisdiction over this defendant is not shown by the record. Plant Rubber & Asbestos Works should be dismissed. (Rule 10775 and 9745). Applicant has elected not to proceed against this defendant.

One or more of the other defendants have waived seventeen issues herein. These issues are:

1. Jurisdiction
2. Employment
3. Occupation
4. Injury
5. Insurance
6. Medical expense
7. Medical
8. Earnings
9. Permanent
10. Temporary
11. Notice and prejudice
12. Statute of Limitations
13. Department of Employment Idea
14. Occidental Life Insurance Co. Idea
15. Costs
16. Apportionment
17. Estoppel

Only Fund has raised the issue of estoppel. Defendant for Fund has advised that this issue is for the Commission. The issue is the same as notice and prejudice. The law does not require the impossible of an applicant. The law does not exist for finding estoppel on the part of the defendant.

Industrial has put in answer on legal and insurance. It has disposed of these issues by stipulation. In view of the stipulations, no findings on these issues are necessary. (Rule 10744).

Industrial and Fund have put in issue earnings and occupation. The answer of the Fund admits maximum wages and the occupation of asbestos worker.

While working for Industrial's assured (Plant) on October 17, 1954, applicant received maximum earnings (stipulated) and his occupation was asbestos worker (stipulated).

Fund's assured, Western, paid applicant wages of \$100.00 a week. (Applicant's testimony).

The entire record compels the finding of asbestos worker as the occupation of the applicant, and maximum earnings.

Fund, Thorpe, Plant, and PE, as to themselves, question the jurisdiction of the Commission. By its answer, Fund relies on the defense that maritime injuries are beyond the jurisdiction of the Commission. The evidence fails to support the position taken by these four defendants on this issue. In holding that the Commission does have jurisdiction, uniformity of the maritime law is not disturbed.

Work done by this employee was not of maritime import since the transaction was of local concern and not prejudicial to uniform application of admiralty law.

The evidence of Drs. Shipman, Thompson, Crenshaw, and Watson indicates that the applicant does have and does suffer from an occupational disease, namely, a form of pneumoconiosis, to wit, asbestosis.

Dr. Shipman testified the periods of stipulated employment contributed equally to the disabling effects of the disease on October 17, 1954.

Knowledge of the causal connection between the disease and said employment was first had by the applicant six days after October 17, 1954, and prior thereto applicant had, and in the exercise of reasonable diligence obtained, no knowledge of such connection. (Testimony of applicant and Dr. Crenshaw).

Dr. Shipman and Dr. Crenshaw testified the employee needs medical observation. Such evidence supports a finding in favor of the applicant that he is in need of further medical treatment.

Said occupational disease caused temporary total disability beginning October 17, 1954, to and including July 14, 1955. (Testimony of applicant and Dr. Crenshaw).

Dr. Shipman's testimony indicated the condition is not permanent. Applicant's counsel has requested determination of permanent disability be deferred. (Letter of Mr. Smith, 3-5-56).

Some evidence indicates the employee is not disabled and that his condition will get worse. On the other hand Dr. Hinshaw (5-24-55) advises that there will be no progress on or of the disease. The evidence of Dr. Shipman moves this referee to defer determination of this issue.

Notice of injury was promptly given to Plant and Industrial. (Testimony of applicant). None of the defendants have been prejudiced by alleged lack of notice on October 17, 1954, or subsequent to October 17, 1954.

The evidence does not establish any obligation in the defendants to, in any manner whatsoever, compensate applicant for a disability occurring in 1953 and the diagnostic treatment procured by him in 1953. (Record of Herrick Hospital and testimony of applicant). The medical services obtained by the applicant in 1953 were obtained by him at his peril.

The filing of the Application was well within the statutory period of one year of October 23, 1954.

Occidental claims a lien in the sum of \$591.87. The sums making this total of \$591.87 were paid from 10-9-53 to 10-30-53. Such payments were not made for the reasonable expense incurred by or on behalf of said employee for medical treatment to cure or relieve from the effects of the injury found hereinabove. Diagnostic thoracotomy in 1953 did not result in a diagnosis so far as the parties herein are concerned. Payments made by this lien claimant cannot be made a basis for recovery by it either from the applicant or the defendants.

The Department has filed two requests for allowance of lien. One request was filed 1-4-55 for \$589.71. This request is a duplication of the request filed 4-22-55. It should be dismissed.

The request filed 4-22-55 is for \$1,149.71. This amount consists of two parts:

- (1) \$35 a week from 10-18-54 thru 4-17-55 --
\$910 plus \$60 Hospital benefits, and
- (2) \$30 a week from 9-28-53 thru 10-28-53 --
\$115.71 plus \$64 (8 days hospital benefits)

A lien for \$970 should be allowed to the Department and the Department's request for the additional \$179.71 should be denied. No recovery can be had for this additional amount, the same being properly payable to the employee under the unemployment insurance code.

Applicant's counsel contends "that he is entitled to reimbursement and payment of medical expense." (Letter of Mr. Smith 3-5-56). He argues that Simien case (21 CCC 10) is controlling.

Beginning October 17, 1954 applicant obtained diagnostic treatment which was successful and led to the diagnosis, namely, asbestosis. It follows he is entitled to recovery of such reasonable expense as was necessary to enable his doctor and the defendants' doctors to properly diagnose the cause of the disability.

The evidence as to the exact amount of the expense is vague and indefinite. This referee is unable to speculate as to the true total. Applicant's counsel sent to the Commission some exhibits attached to his letter of February 29, 1956. These exhibits were never properly introduced as evidence. (Transcript, page 86).

A determination of the exact amount of medical expense will be made upon the service and filing of a proper petition in the event the parties are unable to adjust this among themselves. The evidence allows, and standard practice permits, only a general finding.

Applicant has reasonably incurred costs in the sum of \$70.00. (Exhibit A-2).

As reflected by this record, applicant's attorneys have rendered services to the employee in the reasonable value of \$300.00.

Apportionment or contribution of a defendant carrier is properly the subject matter of a supplemental petition.

FINDINGS OF FACT

1. Jack Cuthbertson, born May 4, 1928, while employed as an asbestos worker by Western, Plant, Armstrong, Thorpe, during periods of employment stipulated to by each of the several defendant employers herein, contracted an occupational disease, to wit, a form of pneumoconiosis, namely, asbestosis.

2. The date upon which said employee first suffered disability from said occupational disease and either knew, or in the exercise of reasonable diligence should have known, that said disability was caused by his present or prior employment, was October 23, 1954.

3. The occupation of the applicant was asbestos worker.

4. At the time of said injury the weekly earnings of employee were maximum.

5. Employee has incurred expenses for diagnostic treatment beginning October 17, 1954 and thereafter, and said treatment was reasonably required to cure or relieve the effects of said disease. A supplemental award for the amount of such expenses will be made upon the service and filing of a supplemental petition in the event the parties are unable to adjust such expense to their mutual satisfaction.

6. Employee is in need of further medical treatment reasonably required to cure or relieve from the effects of said disease.

7. Said disease caused temporary total disability beginning October 17, 1954, to and including July 14, 1955.

8. Employee's condition is not yet permanent.

9. Statutory notice was given by the employee to Plant. None of the defendants herein on which liability is imposed have been prejudiced by the alleged lack of notice.

10. The filing of the Application is proper.

11. Department has paid to employee compensation disability benefits in the sum of \$73.00 during the period of disability found herein.

12. Occidental paid no sum or amount for medical treatment reasonably required to cure or relieve from the effects of injury found herein.

13. Employee has incurred costs in the sum of \$70.00.

14. The determination of apportionment or contribution among the several defendant carriers is deferred.

15. It is not true that employee is estopped to assert the claim made herein.

16. The Commission does have jurisdiction of the subject matter of said claim and of each of the defendants upon whom any liability is imposed herein.

17. As reflected by this record, employee's attorneys have rendered services to employee in the reasonable value of \$300.00.

18. Cork is not a necessary or proper party.

19. Plant Rubber is not a necessary or proper party.

20. Mundet is not a necessary or proper party.

CONCLUSIONS OF LAW

Employee is entitled to a joint and several award against Fund, PE, Standard, Travelers, Industrial, of:

The reasonable value of medical treatment obtained by the employee on and after October 17, 1954 to and including July 14, 1955, and

CUTHBERTSON

-6-

Claim No. 161-870

Temporary total disability indemnity at maximum rate beginning October 17, 1954 to and including July 14, 1955, and

Costs in the sum of \$70.00, said sum being payable \$35.00 to Dr. Thompson and \$35.00 to Dr. Crenshaw, and

Further medical treatment reasonably required to cure or relieve from the effects of said disease.

Employee's attorneys are entitled to a first lien in the sum of \$300.00.

Department is entitled to a second lien in the sum of \$970.00. Request of Department for additional lien of \$179.71 should be denied.

Cork, Mundet, Plant Rubber should be dismissed.

Jurisdiction is reserved to determine apportionment or equitable subrogation on petition properly filed.

JOSEPH SHEEHAN
Referee

JS:ja

CUTHBERTSON Claim No. SF 161-870

Injury: 1944 - 1954

JOSEPH SHEEHAN, REFEREE
S.F. 2/20/56

REPORT OF REFEREE ON CONTINUED HEARING

Asbestos worker, 26, claims injury to lungs from "breathing substances in course of work harmful to chest and lungs".

ISSUES (as to State Compensation Insurance Fund)

1. Jurisdiction.
2. Occupation.
3. Injury.
4. Medical.
5. Medical expense.
6. Earnings.
7. Temporary disability.
8. Notice and prejudice.
9. Statute of Limitations.
10. Costs.
11. Estoppel.
12. Lien of Department of Employment.
13. Lien of Occidental Life Insurance Co.

ISSUES (as to J. T. Thorpe and Son and Pacific Employers Insurance Co.)

1. Jurisdiction.
2. Injury.
3. Medical.
4. Medical expense.
5. Temporary disability.
6. Permanent disability.
7. Lien of Department of Employment.
8. Lien of Occidental Life.
9. Notice and prejudice.
10. Statute of Limitations.
11. Costs.
12. Apportionment.

ISSUES (as to Armstrong Cork, Travelers Insurance Co. and Standard Accident Insurance Co.)

1. Injury.
2. Medical.
3. Medical expense.
4. Temporary disability.
5. Permanent disability.
6. Lien of Department of Employment.
7. Lien of Occidental Life Insurance Co.
8. Notice and prejudice.
9. Statute of Limitations.
10. Costs.

ISSUES (as to Plant Asbestos and Pacific Employers)

(Same issues as at issue with J. T. Thorpe and Son and Pacific Employers Insurance Company)

ISSUES (as to Plant Rubber and Asbestos Works and Industrial Indemnity Company)

1. Employment.
2. Occupation.
3. Injury.
4. Insurance.
5. Medical expense.
6. Medical.
7. Earnings.
8. Temporary disability.

2-20-56

SUMMARY OF TESTIMONY

HERBERT E. SIMONS, called by the defendant State Compensation Insurance Fund, testified substantially as follows:

He is employed as Safety and Transportation Supervisor at the Western Asbestos. The record at the plant shows that the applicant worked at the plant from April, 1947, to July, 1950.

The applicant handled asbestos and other materials used at the plant. A list of ingredients of the products used is contained in the insulation list. He prepared this list from the samples submitted to him by the manufacturers. The same material was used in 1947 and 1948.

JACK CUTHBERTSON, recalled, testified substantially as follows:

He worked for J. T. Thorpe and Son beginning in August, 1948 to 1949. It was outside work on a power house. He applied asbestos blocks to the boiler. It was quite dusty and windy. The boiler was located in the open. He did not become ill on this job. He was a mechanic or insulator on this job.

All of the men on the job were using the same insulation. It was dry material. The first application would be dry and the second application would be wet. Magnesium blocks were handled about 85 per cent of the time. He handled dry asbestos blocks about 80 per cent of the time. The magnesium blocks contained magnesium, 85 per cent, and asbestos, 15 per cent. After handling the magnesium blocks he would apply a wet coating. This coating material was handled like plaster.

He also worked for J. T. Thorpe in 1953, that is, from September 1, 1953, to October 23, 1953. Beginning September 28, 1953, he was off work for a month while he was in the hospital. Just prior to going to the hospital he was working for Armstrong Cork.

On further questioning he said he worked for J. T. Thorpe and Son from May 9, 1952, to June 2, 1952. During this time he handled asbestos covering and various asbestos products.

While he was working at Hunters Point the boiler was in the open air. You could see particles of asbestos dust.

No notice was given to Pacific Employers or to J. T. Thorpe and Son. Neither of them have made any promises of compensation to him and neither of them have made any payments of compensation.

He went to the hospital in September, 1953, following the directions of Dr. Crenshaw. Two weeks prior to going to the hospital he'd been under Dr. Crenshaw's care. Dr. Crenshaw did not tell him what was wrong with him. Dr. Crenshaw has continued to give him treatment. When he first saw Dr. Crenshaw Dr. Crenshaw could not tell him what was wrong and he believes that the doctors were looking for cancer at that time. He remained for two weeks in the hospital.

He first learned about his condition about six days after October 6, 1954. He knew about the theory of asbestos becoming lodged in the lungs. He first learned about this theory seven or eight years ago when he first took up the trade.

He had no cough before the first operation. He had severe pains behind his left shoulder and these pains led him to see another doctor. He has never been called by the draft. He was in the Merchant Marine in 1944 to 1946.

He was in asbestos work prior to 1944. He was a helper at that time. They did not make any X-ray examination of him while he was in the service.

2/20/56

He drew the maximum amount of benefits from the State. These benefits covered all of the time he was off work because of his disability. He drew \$35.00 from the State and \$15.00 from Occidental for each week he was off. The two payments together, being \$50.00 a week, were paid to him during the entire period he was off work. He returned to work on September 18, 1955.

(It was stipulated that Travelers Insurance Company had coverage for Armstrong Cork from January 1, 1952, until the present time and that Standard Accident had coverage for the period beginning January 1, 1949, to December 31, 1951. It was likewise stipulated the applicant worked for Armstrong Cork for different periods totaling approximately 191 weeks beginning in September, 1949.)

He worked for Armstrong Cork for about two weeks in 1949, that is, from September to October. In this job he used only cork board and not tar.

He worked for Armstrong Cork from September 6, 1950, to 1954. He was an insulating mechanic. He used asbestos pipe covering, asbestos blocks, various forms of asbestos, rock wool and cork board on the job. The dry asbestos came in hundred pound sacks. It was the job of a helper to mix this dry asbestos. 85 per cent of the time the applicant mixed his own dry asbestos. The asbestos blocks were installed on boilers. He had no helper and there was heavy dust on the job.

He has worked in the asbestos trade for a period of about eight years and during this time has worked for six or seven companies. On all these jobs he did not use the same materials. While he worked for Mundet he used strictly cork.

Samples which have been introduced were similar to those that he used while working for Armstrong. He used the same type of material for Plant Asbestos, J. T. Thorpe and for Western. He is a union man and most of the jobs are the same. They used the same materials on the jobs. It is asbestos or asbestos products. On all these jobs he had windy days. On some of the jobs the ventilation was poor. On others the dust just hung in the air. The dust was worse on windy days. All through the different jobs the same exposure occurred. Some of the Armstrong jobs were all cork jobs.

Generally speaking, the materials used and the amount of dust produced was the same for all his employers.

He was hospitalized in September, 1953, and prior to that time he made no request for compensation of Armstrong, Standard or Travelers.

At the present time he has still complaints regarding pains in the chest, tiredness in the arms. After a day's work he has to go to bed after dinner. The scars in his chest give him sharp pains at times. The adhesions around the scars hurt more in cold weather than warm weather. It is an effort for him to go up ladders. He is still going to Dr. Crenshaw. He feels better than he did at the time of the last hearing.

At night he has a tired feeling. It is an exhausted feeling. It is hard for him to keep his average up while working in the afternoon.

On July 15, 1955, he went to work for a foundry and this work required him to shovel sand all day long. He worked at this job from July 15, 1955, to August 14, 1955, and thereafter he was off work until September 18, 1955. He gave this work up on August 14, 1955, because he did not continue doing the work.

After August 14, 1955, he listed himself as available for work after about two weeks.

(As regards Plant Asbestos, it was stipulated that the employer's insurance company had coverage from October 1, 1947 to

It was stipulated that the Industrial Indemnity Company had coverage for Plant Asbestos for the period beginning July 18, 1954, to October 17, 1954, and it was also stipulated that applicant worked at the plant during that period.)

While working for Plant Asbestos he used heat and frost insulations. He worked as a mechanic applying these products which were made from asbestos products.

From July, 1954, to October, 1954, he did mostly little jobs. He handled asbestos products during this time. They had to mix the products themselves. It was dusty. It was very dusty while they were mixing.

The job at Mare Island during this time they had to work in a trench, and the material was on top of the trench. The wind would blow the material at him.

On October 17, 1954, he stopped work because he was wheezing and subsequently he went to surgery.

The first notice he gave to Plant Asbestos was about a week and a half after leaving the hospital. His attorney told him that he had to notify his employer.

Plant Asbestos or Pacific Employers or Industrial Indemnity or any of them have made no promises or payments of compensation to him.

He has received payments of disability benefits during the entire period he was off. He drew disability from the State for the maximum amount. He received no benefits after leaving the job he had at the foundry. The majority of all his work was new work. He did not receive benefits for all the time he lost from work.

A recess was taken in this matter until 9:00 A.M. tomorrow, February 21, 1956.

The matter came on regularly for further hearing on February 21 at 9:00 A.M.

SUMMARY OF TESTIMONY

SIDNEY J. SHIPMAN, M.D., called by the defendants, testified substantially as follows:

He saw the applicant on one occasion, that is, on June 15, 1955.

His diagnosis was asbestosis or pneumoconiosis caused by asbestosis. This results from an exposure to asbestosis dust.

As to the degree of disability seen in the applicant on June 15, 1955, he said that his chest was normal to examination. However, an examination at U. C. Hospital showed that the oxygen saturation of the blood was slightly low.

The doctor believes that the applicant is able to work at the present time. He cannot give a probable prognosis. He cannot say the condition will become worse or better or remain the same.

The applicant should have a periodical check by the doctor. The applicant is able to resume normal activity.

The oxygen saturation test showed that the oxygen was not absorbed by the blood like the oxygen should be absorbed. There is some impairment.

COMMISSION OFFICES:
NORTHERN CALIFORNIA
(EXCEPT SACRAMENTO COUNTY)
605 MISSION STREET
SAN FRANCISCO 3

FOR SACRAMENTO COUNTY ONLY
ROOM 200, 631 J STREET
SACRAMENTO

FOR SOUTHERN CALIFORNIA
(EXCEPT SAN DIEGO COUNTY)
501 STATE BUILDING
LOS ANGELES 12

FOR SAN DIEGO COUNTY ONLY
1521 FOURTH AVENUE
SAN DIEGO 1

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

DO NOT WRITE IN
THIS SPACE

APPLICATION FOR HEARING

Case No. 161-870 54 SF
Filed 12-21-54

ENTERED IN DOCKET
BY _____

Employee's
Name JACK CUTHBERTSON

Employee's
Address 2284 Holbrook Drive
STREET AND NUMBER

Social Security No. _____

Name of _____

Employer 1. Armstrong Cork Company
2x Travelers Insurance Company
2. Plant Asbestos Company

Concord, California
TOWN OR CITY ZONE STATE

Employer's
Address San Francisco, California
Latham Square Bldg, Oakland
5309 Horton Street, Emeryville
STREET AND NUMBER

Name of
Insurance Carrier Industrial Indemnity Company

Insurance
Carrier's Address 360 Sausalito St., San Francisco
STREET AND NUMBER

3. Western Asbestos Company
State Compensation Insurance Fund

675 Townsend St., San Francisco
450 McAllister St., San Francisco
CITY ZONE STATE

Employee's name Jack Cuthbertson

Employee's date of birth _____

Date of your injury 1949 - 1954

Employee's occupation
at time of injury Asbestos worker

Place where
injury occurred San Francisco
CITY AND STATE

When did you leave work
as a result of this injury September 30, 1953
October 19, 1954

How did injury occur Breathing substances in course of work harmful to chest and lungs

What part or parts
of your body were injured Lungs

When did you return to work still disabled

Full or part time work
and at what wage _____

Your wages or salary (before deductions) \$ maximum per hour or \$ _____ per week or \$ _____ per month.

If paid on hourly rate, how many hours did you work per week _____

Did you receive any of the following: Board? Yes ☐ No ☐; Lodging? Yes ☐ No ☐; Tips? Yes ☐ No ☐; Other advantages? Yes ☐ No ☐

State their weekly value \$ _____

Have you been paid any compensation? Yes ☐ No ☒ How much \$ _____ Weekly rate of payments \$ _____

Date when last payment was made _____, 19____
TOTAL AMOUNT

Has the employer or the insurance carrier furnished you with any medical treatment? Yes ☐ No ☒

Date when last treatment was given _____, 19____

List names of all doctors who have treated you and who were furnished by the employer or insurance carrier _____

University of California

Have you obtained any medical treatment at your own expense? Yes ☒ No ☐

List names of all doctors who have treated you at your own expense _____

Are you claiming any of the following benefits (Answer Yes or No):

(a) Temporary disability payment Yes (b) Permanent disability payment _____

(c) Further medical treatment Yes (d) Cost of your medical expense Yes

(e) List other benefits claimed and not mentioned above _____

Have you ever before filed a claim with this Commission? Yes ☐ No ☒ If so, when was it filed _____
DATE

SMITH & KARRISH, ATTYS.
ATTORNEYS FOR PLAINTIFF

1616 Financial Center Bldg.

Glencourt 2-2000
TELEPHONE NUMBER

Jack Cuthbertson /s/
SIGNATURE OF APPLICANT

Date December 20, 1954, 1954

NOTE: If a hearing is held after this application has been filed with the Industrial Accident Commission the parties will be notified in writing of the time and place of hearing. Either party may be represented in person, by attorney, or other agent.

ANSWER: The defendant is required to file an answer within 10 days after service of a copy of this application, using the form furnished for that purpose. If a defendant employee is insured and the insurance carrier is properly named in the application, an answer must be filed by the employer, as that will be done by the carriers but if the insurance carrier is not named, then the employer must file the answer immediately on the proper answer can be filed.

DATE OF SERVICE

SERVICE ON

STATE OF CALIFORNIA
INDUSTRIAL ACCIDENT COMMISSION

965 MISSION STREET, SAN FRANCISCO 3
412 HELM BUILDING, FRESNO 21
ROOM 200, 631 J STREET, SACRAMENTO

STATE BUILDING, LOS ANGELES 12
ROOM 214, 100 E OCEAN BLVD., LONG BEACH 2
1521 4TH AVENUE, SAN DIEGO 1

pertinent to claim

JACK CUTHBERTSON,

Applicant

vs.

ELMT RUBBER AND ASBESTOS WORKS, and THOMAS
CORK COMPANY, RUBBER CORK CORPORATION,
ELMT ASBESTOS COMPANY, WESTERN ASBESTOS
COMPANY, J. T. THOMAS AND SON, and TRAVELERS
INSURANCE COMPANY, INDUSTRIAL INDEMNITY
COMPANY, et al,

Defendant

CLAIM No. 54-2, P. 161-870

NOTICE OF HEARING
OF APPLICATION
FOR ADJUSTMENT
OF CLAIM

You are hereby notified that an application to adjust a claim for compensation (a copy of which is attached hereto) has been filed with the Industrial Accident Commission of the State of California. You are further notified that said application has been set for hearing at

RM. 200, 1531 Webster St., Oakland, California, on the
23rd day of May, 1955, at 1:30 o'clock p.m. All p.m.

and that at said time and place the Industrial Accident Commission of the State of California will proceed to hear and dispose of the said application in the manner prescribed by law.

NOTE: The parties are expected to submit all issues in controversy for decision at this hearing; therefore, all necessary witnesses, evidence, documents, medical reports, payrolls, and other essential proof must be available and ready for submission at the hearing.

Dated: April 25, 1955

INDUSTRIAL ACCIDENT COMMISSION

By EDWARD J. THOMAS, JR.

Assistant Secretary

The undersigned certifies that as an employee of the Industrial Accident Commission she served the foregoing notice on the parties hereinafter mentioned, at the time set opposite their respective names, by depositing a copy of said notice attached to a copy of the application therein mentioned, in a sealed envelope in the United States mail on said day, at San Francisco California, with the postage thereon fully prepaid, and addressed to the said parties at their last known places of business or residence, as follows, to wit:

NAMES OF PARTIES SERVED

DATE OF SERVICE

see attached sheet

[SIGNATURE]

Dept. of Employ., P.O. Box 1857, Oakland, Calif. " 4/25/55
 Occidental Life Ins. Co., 300 Montgomery St., S.F., Calif. "
 Jack Cuthbertson, 2284 Holbrook Dr., Concord, Calif. "
 Smith & Parrish, Fin. Center Bldg., Oakland, Calif. "
 Plant Rubber & Asbestos Works, 5309 Horton St., Emeryville, Cal. "
 Armstrong Cork Co., 1355 Market St., S.F., Calif. "
 Mundet Cork Corp., 440 Brannan St., S.F., Calif. "
 Plant Asbestos Co., 5309 Horton St., 5309 Horton St., Emeryville, "
 Western Asbestos Co., 675 Townsend St., S.F., Calif. "
 J. T. Thorpe & Son, Emeryville, Calif. "
 Travelers Ins. Co., Latham Square Bldg., Oakland, Calif. "
 Indus. Indem. Co., 350 Sansome St., S.F., Calif. "
 State Comp. Ins. Fund, Personal Service "
 Pacific Employ. Ins. Co., 3770 Piedmont Ave., Oakland, Calif. "
 Calif. Compensation Ins. Co., 28 Geary St., S.F., Calif. "

VWX

Financial Center Bldg., Oakland

ADDRESS

Glencourt 2 2000

TELEPHONE NUMBER

187 JUNE 1955 SIGNATURE OF APPLICANT

Date March 4, 1955

NOTE--HEARINGS: After this application has been filed with the Industrial Accident Commission the parties will be notified in writing of the time and place of hearing. Either party may be represented in person, by attorney, or other agent.

ANSWERS: The defendant is expected to file an answer within 10 days after service of a copy of this application, using the form furnished for that purpose. If a defendant employer is insured and the insurance carrier is properly named in the application, no answer need be filed by the employer, as that will be done by the carrier; but if the insurance carrier is not named, then the employer should notify the carrier immediately so the proper answer can be filed.

DATE OF SERVICE

SERVICE ON

COMMISSION OFFICES:
FOR NORTHERN CALIFORNIA
(EXCEPT SACRAMENTO COUNTY)
965 MISSION STREET
SAN FRANCISCO 3

FOR SACRAMENTO COUNTY ONLY
ROOM 200, 531 J STREET
SACRAMENTO

FOR SOUTHERN CALIFORNIA
(EXCEPT SAN DIEGO COUNTY)
501 STATE BUILDING
LOS ANGELES 12

FOR SAN DIEGO COUNTY ONLY
1521 FOURTH AVENUE
SAN DIEGO 1

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

APPLICATION FOR HEARING

Case No. 55-161-370
Filed March 3, 1955

DO NOT WRITE IN
THIS SPACE

ENTERED IN DOCKET
BY _____

Employee's

Name JACK CUTLER

Employee's

Address 2284 HOLBORN DRIVE

STREET AND NUMBER

Social Security No. _____

Name of

Employer ATTACHED LIST

Employer's

Address _____

Concord, California
TOWN OR CITY

ZONE

STATE

STREET AND NUMBER

Name of

Insurance Carrier ATTACHED LIST

Insurance

Carrier's Address _____

TOWN OR CITY

ZONE

STATE

STREET AND NUMBER

CITY

ZONE

STATE

Employee's name JACK CUTLER

Employee's date of birth MAY 4, 1926

Date of your injury 1944-1954

Employee's occupation

at time of injury Asbestos worker

Place where

injury occurred San Francisco, Calif.

CITY AND STATE

When did you leave work

as a result of this injury September 30, 1953
October 19, 1954

How did injury occur Breathing substances in course of work harmful to chest & lungs.

What part or parts

of your body were injured lungs

When did you return to work Still disabled

Full or part time work
and at what wage _____

Your wages or salary (before deductions) \$ maximum per hour or \$ _____ per week or \$ _____ per month.

If paid on hourly rate, how many hours did you work per week _____

Did you receive any of the following: Board? Yes ☐ No ☐; Lodging? Yes ☐ No ☐; Tips? Yes ☐ No ☐; Other advantages? Yes ☐ No ☐

State their weekly value \$ _____

Have you been paid any compensation? Yes ☐ No ☒ How much \$ _____ Weekly rate of payments \$ _____

Date when last payment was made _____, 19____

Has the employer or the insurance carrier furnished you with any medical treatment? Yes ☐ No ☒

Date when last treatment was given _____, 19____

List names of all doctors who have treated you and who were furnished by the employer or insurance carrier. _____

Have you obtained any medical treatment at your own expense? Yes ☒ No ☐

List names of all doctors who have treated you at your own expense. _____

Are you claiming any of the following benefits (Answer Yes or No):

(a) Temporary disability payment yes

(b) Permanent disability payment _____

(c) Further medical treatment yes

(d) Cost of your medical expense yes

(e) List other benefits claimed and not mentioned above _____

Have you ever before filed a claim with this Commission? Yes ☐ No ☒ If so, when was it filed _____

DATE

SMITH & PARRISH

REPRESENTATIVE OR ATTORNEY FOR APPLICANT

/s/ JACK CUTLER

SIGNATURE OF APPLICANT

Financial Center Bldg., Oakland

ADDRESS

Glencourt 2 2000

TELEPHONE NUMBER

Date March 4, 1955

NOTE—HEARINGS: After this application has been filed with the Industrial Accident Commission the parties will be notified in writing of the time and place of hearing. Either party may be represented in person, by attorney, or other agent.
ANSWER: The defendant is expected to file an answer within 10 days after service of a copy of this application, using the form furnished for that purpose. If a defendant employer is insured and the insurance carrier is properly named in the application, no answer need be filed by the employer, as that will be done by the carrier; but if the insurance carrier is not named, then the employer should notify the carrier immediately so the proper answer can be filed.

DATE OF SERVICE

SERVICE ON

Re; JACK CUTHBERTSON

IAC # 161-870

List of Employers

Plant Rubber & Asbestos Works,
5309 Horton St.,
Emeryville, Calif.

Western Asbestos Co.,
675 Townsend St., San Francisco, Calif.

J. T. Thorpe & Son,
Emeryville, Calif.

Mundet Cork Corp.,
440 Brannan St.,
San Francisco, Calif.

Cork Insulation Co.,
San Francisco, Calif.

Armstrong Cork Co.,
1355 Market St.,
San Francisco, Calif.

Plant Asbestos Co.,
5309 Horton St.,
Emeryville, Calif.

LIST OF INSURANCE COMPANIES

Travelers Insurance Co.,
Latham Square Bldg.,
Oakland, Calif.

Industrial Indemnity Co.,
350 Sansome St.,
San Francisco, Calif.

State Compensation Ins. Fund
450 McAllister St., San Francisco, Calif.

Pacific Employers Insurance Co.,
3770 Piedmont Ave., Oakland, Calif.

California Compensation Insurance Co.,
28 Geary St.,
San Francisco, Calif.

16 p.1
15-1-57

Before the Industrial Accident Commission of the State of California

JACK CUTHBERTSON,

55 S.F. 161-870
CLAIM NO.

Applicant.

vs.

PLANT RUBBER AND ASBESTOS WORKS, ARMSTRONG CORK
COMPANY, BUNDET CORK CORPORATION, PLANT ASBESTOS
COMPANY, WESTERN ASBESTOS COMPANY, J. T. THORPE
AND SON, and TRAVELERS INSURANCE COMPANY, INDUSTRIAL
ACCIDENT COMPANY, STATE COMPENSATION INSURANCE
FUND, PACIFIC EMPLOYERS INSURANCE COMPANY and
ATLANTIC ACCIDENT INSURANCE COMPANY, Defendant.

Notice of Time
and Place of
Further Hearing

NOTICE TO ALL PARTIES

You are hereby notified that further hearing will be held in the above-entitled action at

963 Mission Street, San Francisco, California, on the 20th day of

January, 1956, at 9:00 o'clock a.m. ALL DAY and also
963 Mission Street, San Francisco, California, on the 21st day of
January, 1956, at 9:00 o'clock a.m. ALL DAY

Dated at:

San Francisco, California,
this 29th day of December, 1955

Edmund J. Thomas, Jr.,
INDUSTRIAL ACCIDENT COMMISSIONER

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON: 12/29/55—MSP

See attached page for service

Re id
1:40 PM
2/15/56
HPC

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

EX - 15 - 200

JACK CUTHBERTSON,

CLAIM NO. 161-870

Applicant

vs.

PLANT RUBBER & ASBESTOS WORKS,

et al

Defendant

SUBPOENA
DUCES TECUM

The People of the State of California Send Greetings to:

Personnel Manager, Armstrong Cork Company

WE COMMAND YOU, That all and singular, business and excuses being laid aside, you appear and attend before the
INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
965 Mission Street, San Francisco, Calif.

on the 20th day of February, 1956, at 1:30 o'clock P.M., then and there
to testify in the above entitled matter, now pending before the said INDUSTRIAL ACCIDENT COMMISSION, on the part of
Pacific Employers Insurance Company

and that you bring with you and then and there produce the following described documents, papers, books and records,
to wit: See attached affidavit.

and for a failure to attend you will be deemed guilty of a contempt and liable to pay to the parties aggrieved all losses and
damages sustained thereby and forfeit one hundred dollars in addition thereto.

Witness:

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

2d February
1956
this 1st day of February

February 16, 1976

John Philip
19 Montgomery Street
San Francisco 4, California

Dear Sir:

Re: Claim No. 141-270

Jack Robertson vs Giant and/or Insulation Corp., et al
Subpoena - Armstrong Cork Company

I am to request a return on of time for the appearance of the
District Manager of Armstrong Cork Company as outlined in the
subpoena dated February 2, 1976.

The subject subpoena was received by Armstrong Cork Company at
San Francisco on February 16, 1976, and the informant on the subpoena is
available at this office. It will be necessary to have the
required information compiled from our personnel records at
San Francisco, Portland, and a reasonable length of time will be
required for this information to be assimilated.

I will advise you when the information is available.

Very truly yours,

ARMSTRONG CORK COMPANY
Insulation Division

John W. Taylor
District Manager

100

Reference: R. J. Schlect, Jr., Insurance Dept., San Francisco
C. J. Murphy, San Francisco

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. 161-870

JACK CUTHBERTSON,

Applicant,

vs.

PLANT RUBBER & ASBESTOS WORKS,
et al,

Defendants.

AFFIDAVIT FOR SUBPOENA DUCES TECUM

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

ss.

W. M. MULLEN, being first duly sworn, deposes and says:

That he is the attorney for the defendant **Pacific Employers Insurance Company** in the above entitled matter.

That **Personnel Manager, Armstrong Cork Company** has in possession or under HIS control the following documents which affiant desires to have produced at the trial of the above entitled action, to-wit: All records of employment of Jack Cuthbertson including nature of work done, wages and periods of employment.

That said records contain evidence which is admissible and material to the issues involved in the above entitled action: to determine the periods of employment and the exposure as alleged on application herein.

THEREFORE, the affiant asks that the said Industrial Accident Commission issue a subpoena directing said **Personnel Manager, Armstrong Cork Corporation** to appear and attend before said Industrial Accident Commission

on **February 20, 1956 at 1:30 P.M.**

at **965 Mission Street, San Francisco, Calif.**

and to bring with him said documents hereinabove described.

W. M. MULLEN

Subscribed and sworn to before
me this 31st day of January, 1956

ORAH M. NICHOLS

NOTARY PUBLIC

in and for the City and County of
San Francisco, State of California

SERVICE UNION: 12/29/55--MOP

Department of Employment, P. O. Box 1857, Oakland, Calif.
Occidental Life Ins. Co., 583 Market St., S. F.
Jack Cuthbertson, 2284 Holbrook Drive, Concord, Calif.
Smith & Parriahy 1616 Financial Center Bldg., Oakland, Calif.
X Flint Rubber & Asbestos Works, 5309 Horton St., Emeryville, Calif.
X Armstrong Cork Co., 1355 Market St., S. F.
X Dundee Cork Corp., 440 Buchanan St., S. F.
X Flint Asbestos Co., 5309 Horton St., Emeryville, Calif.
Western Asbestos Co., 675 Townsend St., S. F.
J. L. Thorpe & Son, Emeryville, Calif.
Cork Insulation Co., 111335 UNADONK
Standard Accident Insurance Co., c/o Leonard, Hanna & Brophy, 100 Bush
St., S. F.
Travelers Ins. Co., Latham Square Bldg., Oakland, Calif.
Industrial Indem. Co., 350 Sansome St., S. F.
State Fund, Personal Service
Pacific Imp. Ins. Co., 3770 Piedmont Ave., Oakland, Calif.
Leonard, Hanna & Brophy, 100 Bush St., S. F.
Gullen & Filippi, 315 Montgomery St., S. F.

and for a failure to attend you will be deemed guilty of a contempt and liable to pay to the parties aggrieved all losses and
damages sustained thereby and forfeit one hundred dollars in addition thereto.

Witness:

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

161-8
15/127

Before the Industrial Accident Commission of the State of California

JACK CUTHBERTSON,

55 S.F. 161-8
CLAIM NO.

Notice of Time
and Place of
Further Hearing

Applicant.

vs.

JOHN RUSSELL AND ASBESTOS WORKS, ARMSTRONG CORK
COMPANY, HUNNET CORK CORPORATION, PLANT ASBESTOS
COMPANY, WESTERN ASBESTOS COMPANY, J. T. THORPE
AND SON, and TRAVELERS INSURANCE COMPANY, INDUSTRIAL
INDEMNITY COMPANY, STATE COMPENSATION INSURANCE
FUND, PACIFIC EMPLOYERS INSURANCE COMPANY and
STANDARD ACCIDENT INSURANCE COMPANY.

Defendants.

NOTICE TO ALL PARTIES

You are hereby notified that further hearing will be held in the above-entitled action at

963 Mission Street, San Francisco, California, on the 20th day of

February, 1956, at 9:00 o'clock a.m. ALL DAY and also

963 Mission Street, San Francisco, California, on the 21st day of

February, 1956, at 9:00 o'clock a.m. ALL DAY

Dated at:

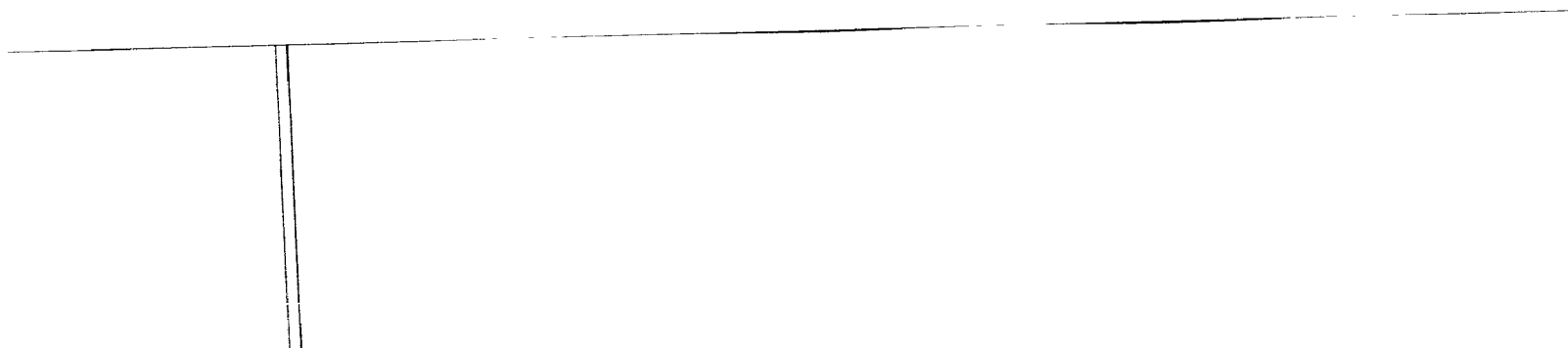
San Francisco, California,
this 29th day of December, 1955

Edmund J. Thomas, Jr.,
INDUSTRIAL ACCIDENT COMMISSIONER

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON: 12/29/55—MaP

See attached page for service



Claimant

Jack Cuthbertson

State
California

Initial Claim

Date

~~11/5/56~~

21/10/56

Plant Rubber Asbestos

"

Ammonium Cork

"

Mundet Cork

"

Plant Asbestos

s j m

EDMUND D. LEONARD
WARREN L. HANNA
DONALD R. BROPHY
WALTER JAKOBSEN
IVAN A. SCHWAB
ROBERT H. SCHIECK
ROBERT N. MAC LEAN
JOHN A. MAC DONALD
EDWARD P. MC ALEER
HERBERT C. JENSEN
HOWARD H. JEWEL
EDWARD W. KORAB

LAW OFFICES OF
LEONARD, HANNA & BROPHY
100 BUSH STREET
SAN FRANCISCO 4
YUKON 2-6077

March 9, 1956

Armstrong Cork Company
304 Shaw Road
South San Francisco, California

Attention Mr. John S. Taylor

Re: Jack Cutnbertson v. Armstrong Cork
Company, Standard Accident Insurance
Company, et al 76 C 622198

Dear Mr. Taylor:

The subpoena served on you by the law firm of Muller and
Filippi has been forwarded to your attention by Mr. Platt of
the Standard Accident Insurance Company. I note in the
materials forwarded that Mr. Schiedt is in the process of
accumulating materials in response to the subject subpoena.
This will advise that the case has been heard and
submitted. We would therefore advise that you ignore the
subpoena.

Very truly yours

HHJ:eb

cc: Armstrong Cork Company
Lancaster, Pennsylvania
Attention Mr. R. C. Schiedt, Jr.

cc: Standard Accident Insurance Company
417 Montgomery Street
San Francisco
Attention Mr. L. W. Platt

February 21, 1956

Standard Accident Insurance Company
417 Montgomery Street
San Francisco 4, California

Gentlemen: Attention: Mr. John Halloran

Subject: Claim #96 C 622198
 Assured: Armstrong Cork Co.
 Claimant: Jack H. Outhbertson
 D/A: Unknown

We are enclosing a Subpoena received from our San Francisco office in connection with the claim of Jack H. Outhbertson, and a copy of a letter written by our District Manager, Mr. John S. Taylor, to the law firm representing the Plant Rubber & Asbestos Works which is one of the defendants in this case.

Please refer to our previous correspondence on this subject, the latest of which was dated August 12, 1955 in reply to your letter dated August 3, 1955.

We will appreciate your contacting Mr. John S. Taylor, the District Manager of our San Francisco office, letting him know just what information will be required at the hearing.

Since Mr. Outhbertson's employment with Armstrong also occurred during the years when Travelers carried our workmen's compensation coverage, we presume Standard Accident Insurance Company is working with Travelers on this claim.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

AJP

Enclosures

J. S. Taylor, Insulation Division, San Francisco

NOTE TO J. S. TAYLOR:

In the future will you please turn over any correspondence pertaining to this claim directly to Standard Accident Insurance Company's claim office in San Francisco, sending this office a copy of your letter of transmittal.

R. C. S.

Inter - Office Communication

Armstrong Cork Company

February 16, 1956

To R. C. Schiedt, Jr., Insurance Department, Lancaster
From John S. Taylor, Insulation Division, San Francisco
Subject Jack H. Cuthbertson
S. S. #572-24-8568

20 1004
Please refer to our previous correspondence on this subject, the latest of which is under your communique dated July 20, 1955.

Enclosed is a Subpoena, Claim No. 161-870, requiring our company to appear with employment records including nature of work done, wages, and periods of employment. This subpoena is issued by the law firm representing Plant Rubber & Asbestos Company, who, as you know, is one of the defendants along with many other insulating houses.

The case is to come before the Industrial Accident Commission of the State of California, February 20 and 21, 1956. It is our opinion that probably our records are requested by the representative of Plant Rubber & Asbestos Company to verify that our employment of this individual was a good deal more extensive than other concerns involved.

Attached is a copy of the letter to the law firm requesting an extension of time in view of the fact that the information requested has to come from Lancaster, and further that there is some question in our minds if we have to supply this information.

Please advise us on this point; and further, we will need wages for the periods involved as indicated in your communique of July 20, 1955, if this is in order.

KM

J. G. Murphy, Insulation Division, San Francisco

P.S. Please return the Subpoena Document as well as Notice of Hearing for our local files.—JST.

February 16, 1976

William Phillip
1200 Broadway Street
San Francisco 1, California

Dear Mr. Phillip:

Re: Claim No. 141-870

Jack Robertson vs Plant and/or Librarian Order, et al
Subpoena - Armstrong Cork Company

We are to receive a return on the time for the appearance of the
District Manager of Armstrong Cork Company as outlined in the
subpoena dated February 2, 1976.

The subject subpoena was received by Armstrong Cork Company at
Piquette, Michigan, on February 11, 1976, and the information is
available at this office. It will be necessary to have the
requested information compiled from our personnel records at
Piquette, Michigan, and a reasonable length of time will be
required for this information to be assembled.

We will advise you when the information is available.

Very truly yours,

ARMSTRONG CORK COMPANY
Insulation Division

John C. Taylor
District Manager

cc: R. J. Schlect, Jr., Insurance Dept., Piquette
R. J. Murphy, San Francisco

1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CLAIM NO. 161-870

3 JACK CUTHBERTSON,

4 Applicant,

5 vs.

6 PLANT RUBBER & ASBESTOS WORKS,
7 et al,

8 Defendants.

AFFIDAVIT FOR SUBPOENA DUCES TECUM

9 STATE OF CALIFORNIA

10 CITY AND COUNTY OF SAN FRANCISCO

11 W. N. MULLEN, being first duly sworn, deposes and says:

12 That he is the attorney for the defendant **Pacific Employers**
13 **Insurance Company** in the above entitled matter.

14 That **Personnel Manager, Armstrong Cork Company** has in
15 possession or under HIS control the following documents which
16 affiant desires to have produced at the trial of the above entitled
17 action, to-wit: **All records of employment of Jack Cuthbertson**
18 **including nature of work done, wages and periods of employment.**

19 That said records contain evidence which is admissible and
20 material to the issues involved in the above entitled action: **to determine**
21 **the periods of employment and the exposure as alleged on**
22 **application herein.**

23 THEREFORE, the affiant asks that the said Industrial Accident
24 Commission issue a subpoena directing said **Personnel Manager, Armstrong**
25 **Cork Corporation**
26 to appear and attend before said Industrial Accident Commission
27 on **February 20, 1956 at 1:30 p.m.**
28 at **965 Mission Street, San Francisco, Calif.**
29 and to bring with him said documents hereinabove described.

30 W. N. MULLEN

31 Subscribed and sworn to before
32 me this 31st day of January, 1956

33 ORAH M. NICHOLS

34 NOTARY PUBLIC

35 in and for the City and County of
36 San Francisco, State of California

SERVICE UNION: 12/29/55--MRF

Department of Employment, P. O. Box 1857, Oakland, Calif.
Occidental Life Ins. Co., 583 Market St., S. F.
Jack Cuthbertson, 2284 Holbrook Drive, Concord, Calif.
Smith & Ferriah, 1616 Financial Center Bldg., Oakland, Calif.
Flint Rubber & Asbestos Works, 5309 Horton St., Maryville, Calif.
Armstrong Cork Co., 1355 Market St., S. F.
Funder Cork Corp., 440 Mainman St., S. F.
Flint Asbestos Co., 5309 Horton St., Maryville, Calif.
Western Asbestos Co., 675 Townsend St., S. F.
J. L. Thorpe & Son, Maryville, Calif.
Cork Insulation Co., ALX255 UNKOWN
Standard Accident Insurance Co., c/o Leonard, Hanna & Brophy, 100 Bush
St., S. F.
Travelers Ins. Co., Latham Square Bldg., Oakland, Calif.
Industrial Indem. Co., 350 Sansome St., S. F.
State Fund, Personal Service
Pacific Sp. Ins. Co., 3770 Piedmont Ave., Oakland, Calif.
Leonard, Hanna & Brophy, 100 Bush St., S. F.
Mullen & Filippi, 315 Montgomery St., S. F.



Rec'd
1:40 PM
2/15/56
Office

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

En C-8302

JACK CUTHBERTSON,

Applicant
vs.
PLANT RUBBER & ASBESTOS WORKS,
et al

Defendant

CLAIM No. 161-870

SUBPOENA
DUCES TECUM

The People of the State of California Send Greetings to:

Personnel Manager, Armstrong Cork Company

WE COMMAND YOU, That all and singular, business and excuses being laid aside, you appear and attend before the
INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
at 965 Mission Street, San Francisco, Calif.

on the 20th day of February, 1956, at 1:30 o'clock P. M., then and there
to testify in the above entitled matter, now pending before the said INDUSTRIAL ACCIDENT COMMISSION, on the part of
Pacific Employers Insurance Company

that you bring with you and then and there produce the following described documents, papers, books and records.
See attached affidavit.

and for a failure to attend you will be deemed guilty of a contempt and liable to pay to the parties aggrieved all losses and
damages sustained thereby and forfeit one hundred dollars in addition thereto.

Witness:

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

2d day of February 1956

1 G 177
15 177

Before the Industrial Accident Commission of the State of California

35 S.F. 161-87
CLAIM NO.

JACK CUTHBERTSON,

Applicant.

vs.

FRANK RUBEN AND ASBESTOS WORKS, ARMSTRONG CORP
CORP. INC., MONNET CORP CORPORATION, PLANT ASBESTOS
CORP. INC., WESTERN ASBESTOS COMPANY, J. T. THORPE
AND SON, AND TRAVELERS INSURANCE COMPANY, INDUSTRIAL
INDemnITY COMPANY, STATE COMPENSATION INSURANCE
FUND, PACIFIC EMPLOYERS INSURANCE COMPANY AND
TOWN AND COUNTRY ACCIDENT INSURANCE COMPANY. Defendant.

Notice of Time
and Place of
Further Hearing

NOTICE TO ALL PARTIES

You are hereby notified that further hearing will be held in the above-entitled action at

965 Mission Street, San Francisco, California, on the 20th

February, 1956, at 9:00 o'clock a.m. ALL DAY and also
965 Mission Street, San Francisco, California, on the 21st

February, 1956, at 9:00 o'clock a.m. ALL DAY

Dated at:

San Francisco, California,
this 29th day of December, 1955

Edmund J. Thomas,
INDUSTRIAL ACCIDENT COMMISSIONER

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON: 12/29/55-MSP

See attached page for service

Christ Hoff

A4A

Jack H. Carthbertson S.F.

572-24-8565

9-27-49 to 10-5-49 2 weeks

9-6-50 to 12-22-50 16 weeks

12-23-50 to 12-27-51 50 weeks

out 4-3-51 to 4-23-51 no work

1949 1.75 2 weeks

1950 2.50 16 weeks

1951 2.50 1.9 weeks

~~2.50~~

2.71 July 20

out of S.F.

August 12, 1955

Standard Accident Insurance Company
417 Montgomery Street
San Francisco 4, California

Gentlemen: Attention: Mr. John Halloran

Subject: Claim #96 C 622198
Assured: Armstrong Cork Co.
Claimant: Jack H. Cuthbertson
R/A: Unknown (Sent 7/14/54)

In reply to your letter of August 3 regarding Jack H. Cuthbertson, our records indicate he worked out of our San Francisco office as an asbestos worker and had nothing to do with our manufacturing operation at South Gate.

The endorsements and Contract #38221 you mention apply to our Los Angeles office and do not involve Jack H. Cuthbertson. Prior to July 20, 1951 his hourly rate was \$2.50. After July 20 his rate increased to \$2.71. The customary work week was 40 hours with occasional overtime.

We trust the above covers all the questions raised in your letter of August 3.

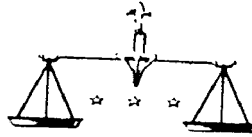
Very truly yours,

ARMSTRONG CORK COMPANY

R. G. Schiedt, Jr.
Insurance Department

AJP

D M FERRY JR. Chairman of the Board
R H PLATTS President
F S BROWN Vice Pres & Secretary
L K KIRK Vice Pres & Treasurer
J P HACKER Vice President



1200
PAUL WILSON, Vice President
E A WARNICA, Vice President
P E LAYMON, Vice President
and General Counsel
H A WHITE, Vice President

Standard Accident Insurance Company

CASUALTY INSURANCE • FIDELITY AND SURETY BONDS

ROY W SMITH
RESIDENT VICE-PRESIDENT

SAN FRANCISCO BRANCH OFFICE

417 MONTGOMERY ST
SAN FRANCISCO 4, CALIF.

PHONE EXBROOK 2-8038

August 3, 1955

Armstrong Cork Company
Lancaster, Pennsylvania

Gentlemen:

Re: Claim 96 C 622198
Assured: Armstrong Cork Co.
Claimant: Jack H. Cuthbertson
D/A unk.

In connection with the above captioned, which is a claim made by Cuthbertson for benefits under the Workmens Compensation Law because of contracting asbestosis in the course of his employment with you and several other employers would you please advise the weekly wages of Mr. Cuthbertson while he was in your employ.

I have contacted your San Francisco office for this information and they have informed me that all records are at your Lancaster office. Will you also please advise which particular office the claimant worked from. Our report of coverage for the year January 1, 1949 to January 1, 1950 indicates that by Endorsement No. 197571 that Armstrong Cork carried Workmens Compensation Insurance with companies other than Standard Accident Insurance Company for operations conducted by Armstrong Cork at or in direct connection with manufacturing plant at Southgate, California. Report of coverage for the period January 1, 1950 to January 1, 1951 by endorsement 207854 indicates the same situation regarding the above mentioned endorsement for this period of coverage by Standard Accident Insurance Company.

u3 =
8/8/55
The January 1, 1950 to January 1, 1951 coverage also has endorsement no. 528855 indicating the policy does not apply to the following: Meyers Bros., 3407 San Fernando Road, Los Angeles 41, California. Contract 38221 - Work performed for Union Pacific Railroad Company.

u1:
The report of coverage for the period January 1, 1951 to January 1, 1952 indicates that by endorsement no. 585437 the policy with Standard Accident Insurance Company does not apply to Myers Bros. 3407 San Fernando Road, Los Angeles, California. Contract 38221 - work performed for Union Pacific Railroad. Also by endorsement 216894 on the same period of coverage the employer warrants that his liability under the Workmens Compensation Act arising out of the operations conducted by him at or in direct connection with his manufacturing plant at Southgate, California

Page -1-

Planet Insurance Company Detroit

Standard Accident Insurance Company Detroit

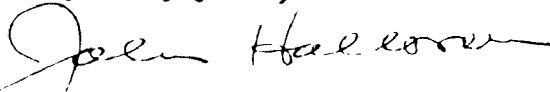
Pilot Insurance Company, Toronto

Page -2-

are insured by insurance companies other than with Standard Accident Insurance Co. Along these lines could you therefore please advise whether or not Mr. Cuthbertson's employment with Armstrong Cork came within the reach of the above mentioned endorsements. For this reason I would appreciate your forwarding to us a list of the company offices out of which Mr. Cuthbertson worked and also whether or not any of these offices came within the purview of the above mentioned endorsements.

Thanking you for your courtesy and cooperation, I am

Very truly yours,

A handwritten signature in cursive script, appearing to read "John Halloran". The signature is written in dark ink and is positioned above the typed name.

JOHN HALLORAN
Claims Representative

JH:k



V-L. P. SHRIVER AGENCY, General Agent

1801 UNION BANK BLDG.
PITTSBURGH 22, PENNSYLVANIA
Phone Grant 1-7800

July 21, 1955

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

Dear Dick:

Re: Jack E. Luthbertson

Thanks for your letter of the 20th, enclosing photostatic copy of the Hearing Schedule at San Francisco for September 7, 1955. I have forwarded same to the Standard Accident Insurance Company together with the information you gave in your letter.

Thanking you for sending this on to us, and with kindest personal regards, I am

Very truly yours,

V. L. P. SHRIVER AGENCY

V. L. P. Shriver
V. L. P. Shriver

WLS:maw

July 20, 1955

Mr. B. R. Shriver
V. L. P. Shriver Agency
1801 Union Bank Building
Pittsburgh 22, Pa.

Dear Sir:

Subject: Jack H. Outhbertson
Social Security #572-24-8368
Travelers File #B-7585299

Our San Francisco office has written to us regarding a claim filed by one of our former employees, Jack H. Outhbertson, Social Security #572-24-8368.

Records indicate he worked two weeks in 1949, sixteen weeks in 1950, fifty weeks in 1951, forty-nine weeks in 1952, forty-five weeks in 1953, and twenty-nine weeks in 1954, quitting July 14, 1954. All of his employment occurred in California.

We are enclosing a photostatic copy of a hearing scheduled for September 7, 1955, at San Francisco. Standard Accident will probably contact Travelers' adjuster in San Francisco. However, if you require additional information, let us know.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

AJP

Enclosure

Mr. J. E. Fannon, Alexander & Alexander, Inc., 503 St. Paul Place, Baltimore 2, Md.
Mr. John Wallace, The Travelers Insurance Company, San Francisco, Calif. (2)

John G. Murphy, Insulation Division, San Francisco

July 20, 1955

R. G. Schiedt, Jr., Insurance Department, Lancaster

Jack H. Cuthbertson
Social Security #572-24-3568

AIR MAIL

Our files produce the following record of employment for the above named asbestos workers:

9/27/49 to 10/5/49	2 weeks
9/6/50 to 12/22/50	16 weeks
12/23/50 to 12/21/51	50 weeks
Out 4/3/51 to 4/23/51	No work
12/22/51 to 12/26/52	49 weeks
Out 5/9/52 to 6/2/52	Due to strike
12/27/52 to 12/24/53	45 weeks
Out 9/2/53 to 10/26/53	Sick
12/25/53 to 7/14/54	29 weeks

Quit 7/14/54

On Exhibit #1 we have listed all the contract numbers on which Cuthbertson worked during the calendar year 1953. In addition, we have listed each fiscal payroll week during which he might have worked one or more days. The Insulation Division informs us that all contracts were magnesite covering except those marked otherwise.

Exhibit #2 indicates with whom we had the contract and where located in California.

Exhibit #3 lists some of the men who worked with Cuthbertson on the contracts indicated. We believe your records would indicate the more recent addresses of these men.

Although you requested similar information for all of Cuthbertson's employment, the above applies only to the year 1953. Considerable time was involved in obtaining this 1953 information, most of which had to be taken directly from the payrolls. We, of course, want to supply Trevalers with all the information necessary to defend a claim of this kind. However, in the writer's experience, we have never been asked to supply the detailed information requested by Mr. John Wallace.

John G. Murphy

- 2 -

July 20, 1955

We have notified our broker, V. L. P. Shriver Agency, representing Standard Accident Insurance Company, regarding this claim.

AJP

Enclosures

Mr. J. E. Fannon, Alexander & Alexander, Inc., 503 St. Paul Place,
Baltimore 2, Md. (2)

} Did not send
these 2 copies

Memorandum in Duplicate (with enclosures)

EXHIBIT #1

Contract No.	<u>16553</u>	<u>16599</u>	<u>16759</u>	<u>16772</u>	<u>16821</u>	<u>16851</u>	<u>16879</u>	<u>270001</u>
Week Ending Date	1/25/53	1/4/53 1/25 2/22 3/1 3/8 3/15 3/22 4/5 4/12 4/19 5/10 5/17	7/3/53 7/12	1/4/53 1/11	6/22/53	6/14/53 Cork Covering	1/11/53 1/18	6/14/53

Contract No.	<u>27000511</u>	<u>270041</u>	<u>270043</u>	<u>270045</u>	<u>27006912</u>	<u>270093</u>	<u>270101</u>	<u>270197</u>
Week Ending Date	6/21/53 6/28	2/1/53 2/8 2/15 3/8 3/15 3/29 4/5 4/19 4/26 5/3 5/10 5/24 5/31 6/7 6/14 8/2 8/9 8/16 8/23 9/6 11/15 11/22 11/29 12/6 12/13 12/20	1/25/53 2/8 2/15 2/22 3/1 3/8 3/22 3/29 4/12 5/17 6/7 7/26 8/16 8/30 9/6 11/1 11/8 12/6 12/20 12/27	4/5/53 Cork- board	5/24/53 Cork Covering	2/22/53	5/3/53 Fibre- glas	7/12/53 7/19 11/8

EXHIBIT 12

<u>Contract No.</u>	<u>Contract With</u>	<u>Location</u>
46553	James A. Fazio, Oakland	Napa State Hospital, Inola
46699	J. H. Pinkerton Co., S. F.	Hegen Jr. High School, Vallejo
46759	Anderson & Rowe, Inc., S. F.	State Department, S. F.
46821	Hastorf-Hettles, Inc., S. F.	Hoffett Field, U. S. Army
46851	McClanahan Co., San Mateo	Eden Township Hospital, Castro Valley
46879	Broadway Plumbing, S. F.	Olympic School, Vallejo
270001	Atlas Heating & Ventilating Co., S. F.	Eden Township Hospital, Castro Valley
270005X1	George H. Winchels, S. F.	Emery Point Housing, S. F.
270041	McClanahan Co., S. F.	Travis Air Force Base, Fairfield
270043	McClanahan Co., S. F.	Travis Air Force Base, Fairfield
270045	Cahill Bros., S. F.	S. F. Brewing Corp., S. F.
270069X2	Boardmans Dairy Delivery, S. F.	Boardmans Dairy Delivery, Oakland
270093	Western Plumbing & Heating, S. F.	Sacramento Valley Transmitter Station, Winter
270101	Monterey County Plumbing Co., Oakland	U. S. Army Air Base, Camp Beale
270157	Union Oil Co. of Calif., S. F.	Union Oil Co. of Calif., Olcum Refinery, Rodao



John G. Murphy, Insulation Division, San Francisco

LANCASTER, PENNSYLVANIA

July 20, 1955

R. C. Schiedt, Jr., Insurance Department, Lancaster

Jack H. Cuthbertson
Social Security #572-24-8368

AIR MAIL

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12/22/51 to 12/26/52	49 weeks
Out 5/9/52 to 6/2/52	Due to strike
12/27/52 to 12/24/53	45 weeks
Out 9/2/53 to 10/26/53	Sick
12/25/53 to 7/14/54	29 weeks

Quit 7/14/54

On Exhibit #1 we have listed all the contract numbers on which Cuthbertson worked during the calendar year 1953. In addition, we have listed each fiscal payroll week during which he might have worked one or more days. The Insulation Division informs us that all contracts were magnesite covering except those marked otherwise.

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Exhibit #3 lists some of the men who worked with Cuthbertson on the contracts indicated. We believe your records would indicate the more recent addresses of these men.

Although you requested similar information for all of Cuthbertson's employment, the above applies only to the year 1953. Considerable time was involved in obtaining this 1953 information, most of which had to be taken directly from the payrolls. We, of course, want to supply Travelers with all the information necessary to defend a claim of this kind. However, in the writer's experience, we have never been asked to supply the detailed information requested by Mr. John Wallace.

John G. Murphy

- 2 -

July 20, 1955

We have notified our broker, V. L. P. Shriver Agency, representing Standard Accident Insurance Company, regarding this claim.

AJP

Enclosures

Mr. J. E. Fannon, Alexander & Alexander, Inc., 503 St. Paul Place,
Baltimore 2, Md. (2)



John G. Murphy, Insulation Division, San Francisco

LANCASTER, PENNSYLVANIA
July 20, 1955

R. G. Schiedt, Jr., Insurance Department, Lancaster

Jack H. Guthbertson
Social Security #572-24-8568

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John G. Murphy

- 2 -

July 20, 1955

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AJP

Enclosures

Mr. J. E. Fannon, Alexander & Alexander, Inc., 503 St. Paul Place,
Baltimore 2, Md. (2)

EXHIBIT 2

Contract No.	<u>16551</u>	<u>16599</u>	<u>16799</u>	<u>16771</u>	<u>16821</u>	<u>16851</u>	<u>16879</u>	<u>2700</u>
Leak Ending Date	1/25/53	1/4/53 1/25 2/22 3/1 3/8 3/15 3/22 4/5 4/12 4/19 5/10 5/17	7/5/53 7/12	1/4/53 1/11	6/23/53	6/14/53 Cork Covering	1/11/53 1/18	6/14

Contract No.	<u>27000501</u>	<u>270041</u>	<u>270043</u>	<u>270045</u>	<u>270069X2</u>	<u>270093</u>	<u>270101</u>	<u>27015</u>
Leak Ending Date	6/21/53 6/28	2/1/53 2/8 2/15 3/8 3/15 3/29 4/5 4/19 4/26 5/3 5/10 5/24 5/31 6/7 6/14 8/2 8/9 8/16 8/23 9/6 11/15 11/22 11/29 12/6 12/13 12/20	1/25/53 2/8 2/15 2/22 3/1 3/8 3/22 3/29 4/12 5/27 6/7 7/26 8/16 8/30 9/6 11/1 11/8 12/6 12/20 12/27	4/5/53 Cork- board	5/24/53 Cork Covering	2/22/53	5/3/53 Fibre- glass	7/12/ 7/19 11/8

EXHIBIT #2

<u>Contract No.</u>	<u>Contract With</u>	<u>Location</u>
46553	James A. Passio, Oakland	Kapa State Hospital, Inola
46599	J. H. Pinkerton Co., S. F.	Bogan Jr. High School, Vallejo
46759	Anderson & Rowe, Inc., S. F.	State Department, S. F.
46821	Hastorf-Hettler, Inc., S. F.	Moffett Field, U. S. Army
46851	McClennahan Co., San Mateo	Eden Township Hospital, Castro Valley
46879	Broadway Plumbing, S. F.	Olympic School, Vallejo
270001	Atlas Heating & Ventilating Co., S. F.	Eden Township Hospital, Castro Valley
270005X1	George M. Wimbels, S. F.	Hunters Point Housing, S. F.
270041	McClennahan Co., S. F.	Travis Air Force Base, Fairfield
270043	McClennahan Co., S. F.	Travis Air Force Base, Fairfield
270045	Cahill Bros., S. F.	S. F. Brewing Corp., S. F.
270069X2	Boardmans Dairy Delivery, S. F.	Boardmans Dairy Delivery, Oakland
270093	Western Plumbing & Heating, S. F.	Sacramento Valley Transmitter Station, Winter
270101	Monterey County Plumbing Co., Oakland	U. S. Army Air Base, Camp Beale
270157	Union Oil Co. of Calif., S. F.	Union Oil Co. of Calif., Oilum Refinery, Boise

EXHIBIT #1

**Merle
Steele**

46771
46553
270043
46699
270041

**Eugene
Pattison**

46699

**Richard
Marble**

270041
270043
46699

**Robert
Guthrie**

46699
270043
270093
46699
270041
270045
270101

**Harvey
Gassner**

270043

**Louis
Lima**

46699
270041

**Kenneth
Hillward**

27006912

**Judson
Flaming**

46851
270001

**Loyal
Elexon**

270043
270157
270041

**John
Myers**

270157
270043

EXHIBIT #1

Contract No.	<u>16553</u>	<u>16699</u>	<u>16799</u>	<u>16777</u>	<u>16821</u>	<u>16851</u>	<u>16879</u>	<u>270001</u>
Week Ending Date	1/25/53	1/14/53 1/25 2/22 3/1 3/8 3/15 3/22 4/5 4/12 4/19 5/10 5/17	7/5/53 7/12	1/14/53 1/11	6/21/53	6/14/53 Cork Covering	1/11/53 1/18	6/14/53

Contract No.	<u>27000501</u>	<u>270041</u>	<u>270043</u>	<u>270045</u>	<u>270069X2</u>	<u>270093</u>	<u>270101</u>	<u>27019</u>
Week Ending Date	6/21/53 6/28	2/1/53 2/8 2/15 3/8 3/15 3/29 4/5 4/19 4/26 5/3 5/10 5/24 5/31 6/7 6/14 8/2 8/9 8/16 8/23 9/6 11/13 11/22 11/29 12/6 12/13 12/20	1/25/53 2/8 2/15 2/22 3/1 3/8 3/22 3/29 4/12 5/17 6/7 7/26 8/16 8/30 9/6 11/1 11/8 12/6 12/20 12/27	4/5/53 Cork- board	5/24/53 Cork Covering	2/22/53	5/3/53 Fibre- glass	7/12/53 7/19 11/8

EXHIBIT 12

<u>Contract No.</u>	<u>Contract With</u>	<u>Location</u>
46553	James A. Fazio, Oakland	Kapa State Hospital, Inola
46699	J. E. Pinkerton Co., S. F.	Regan Jr. High School, Vallejo
46799	Anderson & Rowe, Inc., S. F.	State Department, S. F.
46821	Hastorf-Wettles, Inc., S. F.	Hoffett Field, U. S. Army
46851	McClanahan Co., San Mateo	Eden Township Hospital, Castro Valley
46879	Broschay Plumbing, S. F.	Olympic School, Vallejo
270001	Atlas Heating & Ventilating Co., S. F.	Eden Township Hospital, Castro Valley
270005X1	George W. Klenholz, S. F.	Hunters Point Housing, S. F.
270041	McClanahan Co., S. F.	Travis Air Force Base, Fairfield
270043	McClanahan Co., S. F.	Travis Air Force Base, Fairfield
270045	Cahill Bros., S. F.	S. F. Brewing Corps, S. F.
270069X12	Boardmans Dairy Delivery, S. F.	Boardmans Dairy Delivery, Oakland
270093	Western Plumbing & Heating, S. F.	Sacramento Valley Transmitter Station, Winter
270101	Monterey County Plumbing Co., Oakland	U. S. Army Air Base, Camp Beale
270157	Union Oil Co. of Calif., S. F.	Union Oil Co. of Calif., Olcum Refinery, Rodas

EXHIBIT #1

**Marie
Shoala**

46771
46553
270043
46699
270042

**Eugene
Patterson**

46699

**Richard
Northland**

270041
270043
46699

**Robert
Goldbachman**

46699
270043
270093
46699
270041
270045
270101

**Harvey
Ganssitz**

270043

**Louis
Luisa**

46699
270042

**Kenneth
Ellisford**

270069X2

**Judson
Flaming**

46851
270001

**Loyal
Blanton**

270043
270157
270041

**John
Kroner**

270157
270043

* Low Time

Completed Jobs 1953 Contributions

Contrib No. Loc. Place

Location

46641	Herman Lawson	San F	Alhambra High School	San F
	7-23-52 to 5-3-53			
46673	W Spencer & Son	San F	PA Hospital	Los Angeles Calif
	2-1-53 to 2-8-53			
46685	E E Brown Co	Los Angeles	Reverend School	Tracy Calif
	2-15-53 to 3-15-53			
46693	McInnis Plumber & Heat	Richmond	Pleasant Hill School	Contra Costa
	8-17-52 to 2-1-53			
46723	Anderson & Myers	Los Angeles	Francisco J H S	Monterey
	6-29-52 to 1-18-53			
46771	Western Plumber & Heating	San F	Trinity Lutheran Free	San Francisco
	12-7-52 to 1-18-53			
46779	Bartholomew Plumber & S F		Constitution School	Constitution
	11-30-52 to 5-31-53			
46785	Joseph T. Tancedy	Durham	West Side Baptist	Frederick
	2-18-52 to 5-17-53			
46807	Arthur D. Ray	San Francisco	Rocky Hill	Little Rock Ark
	1-25-53 to 5-3-53			
46811	Patricia H. H. & Son	Los Angeles	Rocky Hill School	Constitution
	9-21-52 to 1-4-53			
46817	George Kaufman	Los Angeles	Rocky Hill and	Constitution
	10-5-52 to 1-18-53			
46837	Joseph F. Frattosa	Monterey	Old Chapel Lake	Tracy
	12-21-52 to 3-29-53			
46839	Sumner Murphy	Los Angeles	Chico High School	Chico
	10-14-52 to 2-1-53			
46847	W M Barnes Co	Los Angeles	Tidewater Associated	Los Angeles
	11-4-52 to 1-25-53			

46859

Greene Knapp Co

8F

Harbor Road School

Newport

10-26-52

3-7-53

46865

Greene

10

8F

Greeneville School

Greene

4-21-52

6-1-25-53

*46867

O'Connor

10-12

Red Bluff

Crystal Lake Fish Hatchery

Runway

11-9-52

3-8-53

Year - 1953

Jack Cuthbertson - 2284 Hillback Dr., Concord, Calif.

572-24-8568

Page 602

Week Ending	Contracts	Associate Worker and Account Number
1-4-53	46699 Western Plumbing & Heating Co 46771 R. L. Province	Worked Alone Merle Steele ✓ " " }
1-11	46771 R. L. Province 46879	" " } Terrace An Fire Soc " " } Fairfield
1-18	46779	Worked Alone
1-25	46553 46699 270043	Merle Steele ✓ Eugene Pattison ✓ Worked Alone
2-1-53	290041	Worked Alone
2-8	290041 290043	" Merle Steele ✓
2-15	290041 290043	Richard Martland ✓ " " ✓
2-22	46699 270043 270043	Robert Cuthbertson ✓ " ✓ " ✓
3-1-53	46699 270043	" ✓ " ✓
3-8	46699 290041 270043	Merle Steele ✓ Robert Cuthbertson Merle Steele ✓
3-15	46699 290041	" ✓ " ✓
3-22	46699	Robert Cuthbertson ✓
		Harvey Cassady ✓

471-26-4400
" " } Terrace An Fire Soc
" " } Fairfield

471-26-4400
573-16-5504

471-26-4400
559-22-5307

568-28-7686
" "

471-26-4400
568-28-7686

471-36-4400
" "

568-28-7686
526-14-3061

nick Cuthberton

End of CONTRACTS

Associate Worker and Account Number

3-29-53 ~~270044~~

Robert Cuthberton ✓ 562-28-7686

~~270042~~

Worked Alone

4-5

~~46699~~

Robert ✓

~~270041~~

Worked Alone

~~270045~~

Robert ✓

4-12

~~46699~~

Robert ✓

~~270043~~

4-19

~~46699~~

Louis Lujan ✓

525-05-7396

~~270041~~

" ✓

525-05-7396

4-26

~~270041~~

" ✓

"

5-3

~~270041~~

Richard Martland ✓

559-02-5307

~~270041~~

Robert ✓

5-10

~~46699~~

Richard Martland ✓

559-02-5307

~~270041~~

" ✓

"

5-11

~~46699~~

Robert ✓

~~46699~~

" ✓

5-24

~~270041~~

Worked Alone

~~270041~~

Kenneth Hillyard ✓

559-07-9809

5-31

~~270041~~

Robert ✓

6-7

~~270041~~

* Bartholomew B. Lyster 708-16-9302

~~270043~~

Worked Alone

6-14

~~46651~~

Judson G. Fleming ✓

551-03-9180

~~270041~~

" ✓

~~270041~~

same

6-21

~~46699~~

Edward G. Forner

553-02-1212

Joe's Contract

Joe's Contract

Associate Worker and Account Number

6-25-53 ~~2700057~~

7-5 ~~46759~~

7-12 ~~46759~~

~~2700157~~

7-19 ~~2700157~~

7-26 ~~2700143~~

8-2 ~~270041~~

8-9 ~~270041~~

8-16 ~~270041~~

~~270043~~

8-23 ~~270041~~

8-30 ~~270043~~

9-6 ~~270041~~

~~270043~~

Joe out sick

11-1 ~~270043~~

11-8 ~~270043~~

~~2700157~~

11-15 ~~270041~~

11-22 ~~270041~~

Sidney Thorn

557-09-7635

"

"

George EISA

557-01-9221

Earl E. Beck

567-40-5157

John C. Myers ✓

556-10-0134

Robert ✓

Irwin Gay

564-09-5623

Richard MARTLAND ✓

559-22-5307

"

"

Robert ✓

Worked Alone

John Myers ✓

556-10-0134

Richard Nelson

462-24-2856

John Myers ✓

556-10-0134

"

"

Loyal BLOXAM ✓

567-24-6237

"

"

"

"

"

"

Art Mc LURE

442-01-1118

Jack Cuthbertson
Week Ending CONTRACTS

Associate Worker and Account Number

11-29-53	270041	Loyal Bloxam	✓	567-24-6237
12-6	270041	Robert	✓	
	270043	"	✓	
12-13	270041	Art McChure	✓	442-01-1118
12-20	270041	Loyal Bloxam	✓	567-24-6237
	270043	"	✓	"
12-27	270043	"	✓	"



file with
J. Cuthbertson
claim

Before the Industrial Accident Commission of the State of California

JACK CUTHBERTSON,

CLAIM No. S.F. 161-870

Notice of Time
and Place of
Further Hearing

Applicant—

vs.

PLANT RUBBER AND ASBESTOS WORKS, ARMSTRONG CORK
COMPANY, MUNDET CORK CORPORATION, PLANT ASBESTOS
COMPANY, WESTERN ASBESTOS COMPANY, J. T. THORPE AND
SON, and TRAVELERS INSURANCE COMPANY, INDUSTRIAL
INDEMNITY COMPANY, STATE COMPENSATION INSURANCE
FUND, PACIFIC EMPLOYERS INSURANCE CO. and
CALIFORNIA COMPENSATION INSURANCE CO. Defendant.

NOTICE TO ALL PARTIES

You are hereby notified that further hearing will be held in the above-entitled action at

965 Mission Street, San Francisco, California, on the 7th
day of September, 1955, at 9:00 o'clock a.m., to complete the record

ALL DAY

Dated at:

San Francisco, California,
this 22nd day of June, 1955

Edmund J. Thomas, Jr.
INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON: 6/22/55--MGP

Department of Employment, State of Calif., P. O. Box 1857, Oakland, Calif.
Occidental Life Ins. Co., 300 Montgomery St., S. F.--John S. Negrette
Jack Cuthbertson, 2284 Holbrook Drive, Concord, Calif.
Smith & Parrish, 1616 Financial Center Bldg., Oakland, Calif.
Plant Rubber & Asbestos Works, 5309 Horton St., Emeryville, Calif.
Armstrong Cork Co., 1355 Market St., S. F.
Mundet Cork Corp., 440 Brannan St., S. F.
Plant Asbestos Co., 5309 Horton St., Emeryville, Calif.
Western Asbestos Co., 675 Townsend St., S. F.
J. T. Thorpe & Son, Emeryville, Calif.
Cork Insulation Co., Address unknown
Travelers Ins. Co., Latham Square Bldg., Oakland, Calif.
Industrial Indem. Co., 350 Sansome St., S. F.
State Fund, Personal Service
Pacific Emp. Ins. Co., 3770 Piedmont Ave., Oakland, Calif.
Leonard, Hanna & Brophy, 100 Bush St., S. F.
Pacific Emp. Ins.
Mallen & Filippi, 315 Montgomery St., S. F.

1949 9-27 to 10-5 Calif. 2 weeks
 1950 9-6 to 12-22 " 16 weeks
 1951 12-23 to 12-21 " 50 weeks
 out 4-3 to 4-23 no work 2 weeks
 1952 12-22 to 12-26 " 44 weeks
 out 5-9 to 6-2 due to strike 3 weeks
 1953 12-27 to 12-29 " 45 weeks
 out sick 4-2 to 10-26
 1954 12-25 to 7-14 next 29 weeks

To Insurance Department, Lancaster

July 8, 1955

From John G. Murphy, Insulation Division, San Francisco

Subject Jack H. Cuthbertson
Social Security #572-24-8568
I.A.C. 161-870

JUL 11 1955 WLD

The writer is enclosing our file concerning a current claim by the above listed former employee. Please return these papers together with the information requested below.

Mr. John Wallace of the local Travelers Insurance Company today requested a record of employment for the above construction employee. This list should indicate period of employment on each contract, contract number, name of job, and location of job. He would further like to have names and addresses of other employees on each job for the purpose of establishing the working conditions.

Mr. Wallace also requested us to send a letter to our insurance carrier for 1951 (with a copy to him) advising them of this claim and asking them to contact the commission for the date of the next hearing and to represent us at the hearing. If this is in order, please advise.

MR

Encl.



W.C. Quinn

March 23, 1955

Mr. J. E. Fannon
Alexander & Alexander, Inc.
503 St. Paul Place
Baltimore 2, Md.

Dear Mr. Fannon:

Subject: Jack H. Outhbertson
Social Security #572-24-8368
Travelers File #B-7585229

We are enclosing copies of correspondence concerning a potential workmen's compensation claim of the above-mentioned individual. In all probability, you already have most of the information contained in these letters, with the exception of our letter to the Travelers San Francisco office. We had these copies made for you in case you should need them.

Very truly yours,

ARMSTRONG CORK COMPANY
Insurance Department

WRH:ATP

Enclosures

Wallace B. Hofferth
Assistant General Manager

March 23, 1955

The Travelers Insurance Company
315 Montgomery Street
San Francisco, California

Gentlemen: Attention: Mr. L. M. Harris

Subject: Jack H. Outhbertson
 Social Security #572-24-8568
 Travelers File #8-7585259

Your letter of March 10, addressed to our San Francisco office, has been referred to us for reply. Specifically, you requested information concerning the dates and conditions of employment for the period Mr. Outhbertson was employed by us in our contract operations.

As far as the conditions of employment are concerned, they would be the average type encountered in industrial insulation work with corkboard, cork covering, and magnesite pipe covering being the primary materials handled. For more specific information, we suggest you contact Mr. Murphy of our San Francisco office.

We are in a position to furnish Mr. Outhbertson's dates of employment to a degree which should be satisfactory. He was employed in 1940, 1941 and 1942, but the extent of his employment during these years is not known because our records have been destroyed. He came back to work in 1949 and worked continuously, with the exception of the following periods:

In 9/27/49	Out 10/5/49
In 9/9/50	Out 4/2/51
In 4/23/51	Out 5/9/52
In 6/2/52	Out 9/2/53
In 10/26/53	Out 7/14/54

The Travelers Insurance Company

- 2 -

March 23, 1955

If you need any additional information, please call on us.

Very truly yours,

ARMSTRONG CORK COMPANY
Insurance Department

WEM:ATP

Wallace B. Hofferth
Assistant General Manager

Copies to:
Mr. J. E. Fannon, Alexander & Alexander, Inc., 903 St. Paul Place,
Baltimore 2, Md.
Mr. J. G. Murphy, Insulation Division, San Francisco

Inter - Office Communication

Armstrong Cork Company

To Insurance & Real Estate Department, Lancaster
From J. G. Murphy, Insulation Division, San Francisco
Subject Jack H. Cuthbertson
S.S. #572-24-8568
Travelers File #B-7585259
d/a 7-14-54 ✓

March 17, 1955

Reference is made to our letter of November 8, 1954, to the Travelers Insurance Co. (a copy of which is attached). As a result of this letter Travelers advised the writer to file an accident report with place of accident "unknown". This was done on November 10, 1954.

Since that time various hearings have been held on the subject.

Under date of March 10, 1955 we received the following letter from The Travelers:

"The above captioned case will be set for another hearing before the Industrial Accident Commission, in the interim, we desire information from your records.

Will you please give us a complete run down as to the dates of employment and the conditions of employment; that is, what materials were worked with what ventilation was offered etc.

We appreciate that Mr. Cuthbertson worked for you for about three and one half years and that our request might entail difficulty in fulfilling. We appreciate any information you are able to give to this office."

(Signed)
K.M. Norris
Compensation Adjuster

With reference to conditions of employment, materials, etc., it would be the average type encountered in Industrial Insulation work *pipe covering*

It is suggested you answer this inquiry direct with a copy for our files.

JGM;pfg

Jm

~~9/2/53 out~~
~~10/24/53 back~~

9/27/49 in
10/5/49 out

9/9/50 in

4/2/51 out

4/23/51 in

5/9/52 out }
6/2/52 in } strike

9/2/53 out

10/26/53 in

7/14/54 out - quit

1940

1941

1942

1949

no longer retained

my

W.C.

November 8, 1954

The Travelers Insurance Co.
315 Montgomery St.
San Francisco, California

Attention: Claim Department
Subject: Jack E. Cuthbertson
Social Security #572-24-8568

Gentlemen:

The above man quit on July 14, 1954, after being employed by Armstrong as an Asbestos Worker more than two years with prox weekly earnings of \$120.00 per week.

His wife called this office November 4, 1954, stating that Mr. Cuthbertson had recently undergone a lung operation caused by "asbestosis".

No further clarification was given for the call, but the writer is passing along the information in case of any future claim.

Very truly yours,

ARMSTRONG CORK COMPANY
Insulation Division



John G. Murphy
Construction Supt.

JGM:MR

Blind copy to: Insurance and Real Estate Dept., Lancaster
John S. Taylor, Insulation Division, San Francisco

Note to Insurance Dept: Reference is made to correspondence between San Francisco branch, J. W. Liddell, Insurance and Real Estate Dept., Travelers Insurance Co., Standard Accident Insurance Company dated March 6, 13, 16, 1953, re Harry M. Kish who apparently died from "asbestosis" on March 19, 1952. The writer is not familiar with the outcome of the claim, but perhaps the phone call would indicate a similar claim in the future.

EMPLOYER'S REPORT OF INDUSTRIAL INJURY

TO
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS AND RESEARCH

Claim Department
THE TRAVELERS INSURANCE COMPANY
315 Montgomery St., San Francisco 4, Calif.

Every question must be answered fully to avoid further correspondence. FAILURE TO FILE IS A MISDEMEANOR SUBJECT TO MAXIMUM FINE OF \$100.
(Labor Code, Sections 6407-6413)

Please make this report in DUPLICATE so that we can file copies with Division of Labor Statistics and Research in your behalf. Every work injury to an employee which causes disability lasting longer than the day of the injury or which requires medical services other than first aid treatment must be reported within five days after the injury. If the injury results in death, a report must be made by telephone or telegraph directly to the Division of Labor Statistics and Research not later than 24 hours after death.

EMPLOYER		DO NOT WRITE IN THIS COLUMN
1. Name (Give name under which concern does business) <u>Armstrong Cork Co</u>		Case No.
2. Office address (No. and Street) <u>1355 Market Street</u> (City and State) <u>San Francisco, Calif</u>		Employer No.
3. Nature of business (Manufacturing shoes, retailing men's clothes, trucking for hire, etc.) <u>Industrial Insulation</u>		Industry
4. Name (No. and Street) <u>Jack Cuthbertson</u> (City and State) <u>Concord, Calif</u> Soc. Sec. No. <u>572-24-8568</u>		Age
5. Address <u>2284 Holbrook Drive</u>		Sex and Marital Status
6. Age <u>26</u> 7. Sex: Check (✓) Male ☒ Female ☐ 8. Check (✓) Married ☒ Single ☐		Weekly Wage
9. Number of hours worked per day <u>8</u> per week <u>40</u> Number of days worked per week <u>5</u>		County
10. Wages: \$ <u>3.175</u> per hour, or \$ <u>25.40</u> per day, or \$ <u>127.00</u> per week. (If earnings at irregular rate, such as piece work or on commission basis, enter actual average weekly earnings for convenient period not to exceed one year.)		Accident Date
11. If board, lodging, or other advantages furnished in addition to wages, give estimated value \$ <u>VARIED</u> per day, or \$ _____ per week		Occupation
12. Place of accident (No. and Street) <u>UNKNOWN</u> (City or Town) _____ (County) _____		Accident Type
13. On employer's premises? (Yes or No) ☒ 14. Department _____		Agency
15. Date of accident _____ 16. Hour of day _____ A.M./P.M. 17. Did injury result in disability beyond day of accident? (Yes or No) ☒ 18. If yes, give date last worked _____ 19. Was injured paid in full for this day? (Yes or No) ☒ 20. If injured in a mine, check (✓) accident location: Surface ☒ Mill ☐ Underground ☐ Shaft ☐		Agency Part
21. Occupation (job title) <u>ASBESTOS WORKER</u> 22. How long employed by you at this occupation? Check (✓) Less than 6 months ☒ 6 months to 2 years ☐ over 2 years ☐ 23. What was employee doing when accident occurred? (Describe briefly, such as: loading truck, operating drill press, shoveling dirt, walking down stairs, etc.) <u>INSULATING PIPES, DUCTS, AND EQUIPMENT</u>		Mech. Defect
24. How did the accident happen? (Describe fully, stating whether the injured person fell, was struck, etc.; give all factors contributing to accident. Use other side of report for additional space) <u>ALLEGEDLY CAUSED "ASBESTOSIS" DUE TO WORKING WITH INSULATION MATERIAL. EMPLOYEE VOLUNTARILY QUIT ON 7-14-54 FOR SIMILAR TYPE OF WORK WITH ANOTHER EMPLOYER.</u>		Unsafe Act
25. What machine, tool, substance, or object was most closely connected with the accident? (Name the specific machine, tool, appliance, liquid, etc., involved) _____		Personal Defect
26. If mechanical apparatus or vehicle, what part of it? (State if gears, pulley, motor, etc.) _____ (Yes or No) ☒ 27. Were mechanical guards, or other safeguards provided? (Yes or No) ☒ 28. Was injured using them? (Yes or No) ☒ (State the specific preventive measures that can be taken by employer and workers. Do not say, "By being more careful." Specify what should or should not be done)		Nature of Injury
29. What do you recommend for preventing this type of accident? _____		Location
NATURE OF INJURY AND PART OF BODY AFFECTED (Describe in detail the nature of the injury and the part of the body affected. For example: amputation of right index finger at second joint, fracture of ribs, lead poisoning, dermatitis of left hand, etc.) <u>UNKNOWN</u>		Extent of Injury
30. Name and address of physician _____		Insurance Carrier
31. Name and address of hospital _____		Report Lag
32. Has employee returned to work? (Yes or No) ☒ 33. If yes, give date _____ 34. If yes, give date _____ 35. At what wage? \$ _____ per _____		Coded by
36. Did injury result in death? (Yes or No) ☒ 37. In case of death, give name and address of nearest relative _____		
38. Names and addresses of witnesses _____		
39. Is injured related to Employer? <u>No</u> If so how? _____ Date of this report <u>11-10-54</u>		
Signed by <u>John S. Thompson</u> Signature _____ Official position <u>Claim Adjuster</u>		

Filing of this report is not an admission of liability. No report of injury required to be filed by an employer or an insurer by this chapter shall be admissible as evidence in any adversary proceeding before the Industrial Accident Commission. Labor Code, Section 6413.

EMPLOYER'S REPORT OF INDUSTRIAL INJURY

TO
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS AND RESEARCH

Claim Department
THE TRAVELERS INSURANCE COMPANY
315 Montgomery St., San Francisco 4, Calif.

Every question must be answered fully to avoid further correspondence. FAILURE TO FILE IS A MISDEMEANOR SUBJECT TO MAXIMUM FINE OF \$100.
(Labor Code, Sections 6407-6413)

Please make this report in DUPLICATE so that we can file copies with Division of Labor Statistics and Research in your behalf. Every work injury to an employee which causes disability lasting longer than the day of the injury or which requires medical services other than first aid treatment must be reported within five days after the injury. If the injury results in death, a report must be made by telephone or telegraph directly to the Division of Labor Statistics and Research not later than 24 hours after death.

EMPLOYER

(Give name under which concern does business) Armstrong Cork Co.
1. Name (No. and Street) 1355 Market St (City or Town) San Francisco, Calif.
2. Office address (Manufacturing shoes, retailing men's clothes, trucking for hire, etc.) Industrial Insulation
3. Nature of business

INJURED EMPLOYEE

4. Name Jack Cuthbertson Soc. Sec. No. 572-24-8568
5. Address (No. and Street) 2284 Holbrook Drive (City and State) Concord, Calif.
6. Age 26 7. Sex: Check (✓) Male X Female _____ 8. Check (✓) Married X Single _____
9. Number of hours worked per day 8 per week 40 Number of days worked per week 5
10. Wages: \$ 3.175 per hour, or \$ 25.40 per day, or \$ 127.00 per week. (If earnings at irregular rate, such as piece work or on commission basis, enter actual average weekly earnings for convenient period not to exceed one year.)
11. If board, lodging, or other advantages furnished in addition to wages, give estimated value \$ varied per day, or \$ _____ per week

ACCIDENT

12. Place of accident (No. and Street) Unknown (City or Town) _____ (County) _____
13. On employer's premises (Yes or No) _____ 14. Department _____
15. Date of accident _____ 16. Hour of day _____ A.M./P.M. 17. Did injury result in disability beyond day of accident? (Yes or No) _____ 18. If yes, give date last worked _____ 19. Was injured paid in full for this day? (Yes or No) _____ 20. If injured in a mine, check (✓) accident location: Surface _____ Mill _____ Underground _____ Shaft _____

CAUSE OF ACCIDENT

21. Occupation (job title) Asbestos Worker 22. How long employed by you at this occupation? Check (✓) Less than 6 months _____ 6 months to 1 years _____ over 2 years X 23. What was employee doing when accident occurred? (Describe briefly, such as: loading truck, operating drill press, shoveling dirt, walking down stairs, etc.) Insulating Pipes, Ducts, and Equipment
(Describe fully, stating whether the injured person fell, was struck, etc.; give all factors contributing to accident. Use other side of report for additional space) Allegedly caused "Asbestosis" due to working with insulation material. Employee voluntarily quit on 7-14-54 for similar type of work with another employer.
24. How did the accident happen?
25. What machine, tool, substance, or object was most closely connected with the accident? (Name the specific machine, tool, appliance, gas, liquid, etc., involved) _____
26. If mechanical apparatus or vehicle, what part of it? (State if gears, pulley, motor, etc.) _____
27. Were mechanical guards, or other safeguards provided? (Yes or No) _____ 28. Was injured using them? (Yes or No) _____
29. What do you recommend for preventing this type of accident? (State the specific preventive measures that can be taken by employer and workers. Do not say, "By being more careful." Specify what should or should not be done) _____

NATURE OF INJURY AND PART OF BODY AFFECTED

(Describe in detail the nature of the injury and the part of the body affected. For example: amputation of right index finger at second joint, fracture of ribs, lead poisoning, dermatitis of left hand, etc.) Unknown
30. Name and address of physician _____
31. Name and address of hospital _____
32. Has employee returned to work? (Yes or No) _____ 34. If yes, give date _____ 35. At what wage? \$ _____ per _____
36. Did injury result in death? (Yes or No) _____ 37. If yes, give date _____
38. In case of death, give name and address of nearest relative _____

39. Names and addresses of witnesses

40. Is injured related to Employer? No If so how? _____

Signed by JM Signature _____

Date of this report 11-10-54
Official position Construction Supt.

Filing of this report is not an admission of liability. No report of injury required to be filed by an employer or an insurer by this chapter shall be admissible as evidence in any adversary proceeding before the Industrial Accident Commission Labor Code, Section 6413.

November 8, 1954

The Travelers Insurance Co.
315 Montgomery St.
San Francisco, California

Attention: Claim Department
Subject: Jack H. Cuthbertson
Social Security #572-24-8568

Gentlemen:

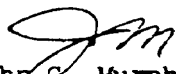
The above man quit on July 14, 1954, after being employed by Armstrong as an Asbestos Worker more than two years with prox weekly earnings of \$120.00 per week.

His wife called this office November 4, 1954, stating that Mr. Cuthbertson had recently undergone a lung operation caused by "asbestosis".

No further clarification was given for the call, but the writer is passing along the information in case of any future claim.

Very truly yours,

ARMSTRONG CORK COMPANY
Insulation Division


John C. Murphy
Construction Supt.

JGM:MR

Blind copy to: Insurance and Real Estate Dept., Lancaster
John S. Taylor, Insulation Division, San Francisco

Note to Insurance Dept: Reference is made to correspondence between San Francisco branch, J. W. Liddell, Insurance and Real Estate Dept., Travelers Insurance Co., Standard Accident Insurance Company dated March 6, 13, 16, 1953, re Harry M. Kish who apparently died from "asbestosis" on March 19, 1952. The writer is not familiar with the outcome of this claim, but perhaps the phone call would indicate a similar claim in the future.

file with
pertinent claim

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

Notice and Request for Allowance of Lien

FILED
JUN 17 1954
SAN FRANCISCO

San Francisco Office
965 Mission Street
San Francisco 3
Sacramento Office
631 "J" Street

CLAIM No. _____

Los Angeles Office
501 State Building
Los Angeles 12
San Diego Office
1521 Fourth Avenue

CONTINENTAL LIFE INS. CO. OF CALIF.
LIEN CLAIMANT

503 Market Street
San Francisco, California
ADDRESS

vs.
JACK H. CUTBERTSON
EMPLOYEE

2201 Bollbrook Drive
Concord, California
ADDRESS

ARMSTRONG CORP.
EMPLOYER

1355 Mkt St. San Francisco (B)
ADDRESS

TRAY LARS INSURANCE
INSURANCE CARRIER

315 Mtg St. S.F. Calif.
ADDRESS

The undersigned hereby requests the Industrial Accident Commission to determine and allow as a lien the sum of Five hundred ninety one and 07/100 Dollars (\$ 591.67) against any amount now due or which may hereafter become payable as compensation to Jack H. Cutbertson on account of injury sustained by him on June, 1953.

This request and claim for lien is for: (Cross out parts not applicable)
for reimbursement of Continental Life Ins. Co. for medical expenses paid under
(1) The reasonable expenses incurred by or for the injured employee, or his dependent, subsequent to the date of
injury, where such employee has deserted or is neglecting his family; or
(2) The reasonable value of living expenses of such employee or of his dependent, subsequent to the date of
injury, where such employee has deserted or is neglecting his family; or

The undersigned declares that he delivered or mailed a copy of this lien claim to each of the above named parties on 12-28-54

Edward W. Grace
LIEN CLAIMANT

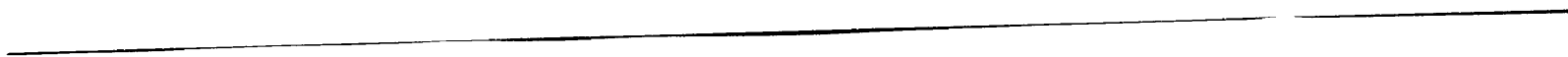
EMPLOYEE'S CONSENT TO ALLOWANCE OF LIEN

I consent to the requested allowance of a lien against my compensation.

ATTORNEY FOR EMPLOYEE

X

EMPLOYEE



To Mr. Murphy
Date 2-7 Time 9:25

WHILE YOU WERE OUT

Mr. Schaeffer
of Tinseltown Lanes
Phone DO 2-3600

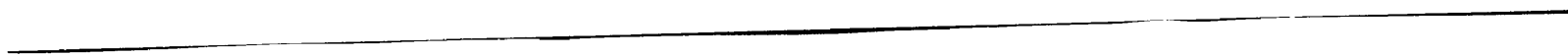
TELEPHONED	☒	PLEASE CALL HIM <u>Print</u>
CALLED TO SEE YOU	☐	WILL CALL AGAIN <u>7:14</u>
WANTS TO SEE YOU	☐	RUSH <u>3</u>

Message J. Cuthbertson

- ① Where July '54
- ② how long altogether
- ③ outside work or factory

Webbers
871 Mission St., S. F., 3.
Number 8

Operator



STATE OF CALIFORNIA
INDUSTRIAL ACCIDENT COMMISSION

965 MISSION STREET, SAN FRANCISCO 3
412 HELM BUILDING, FRESNO 21
ROOM 200, 631 J STREET, SACRAMENTO

STATE BUILDING, LOS ANGELES 12
ROOM 214, 100 E. OCEAN BLVD., LONG BEACH 2
1521 4TH AVENUE, SAN DIEGO 1

JACK CUTHBERTSON,

CLAIM No. 54 SF 161-870

Applicant....

vs.

ARMSTRONG CORK COMPANY, TRAVELERS
INSURANCE COMPANY, PLANT ASBESTOS
COMPANY, INDUSTRIAL INDEMNITY COMPANY,
WESTERN ASBESTOS COMPANY, and STATE
COMPENSATION INSURANCE FUND,

Defendant ..

NOTICE OF HEARING
OF APPLICATION
FOR ADJUSTMENT
OF CLAIM

You are hereby notified that an application to adjust a claim for compensation (a copy of which is attached hereto) has been filed with the Industrial Accident Commission of the State of California. You are further notified that said application has been set for hearing at

Room 206, 1531 Webster Street, Oakland, California,
on the 17th day of February, 1955, at 2:00 P.M.

ALL P.M.

and that at said time and place the Industrial Accident Commission of the State of California will proceed to hear and dispose of the said application in the manner prescribed by law.

NOTE: The parties are expected to submit all issues in controversy for decision at this hearing; therefore, all necessary witnesses, evidence, documents, medical reports, payrolls, and other essential proof must be available and ready for submission at the hearing.

Dated: January 12, 1955

INDUSTRIAL ACCIDENT COMMISSION

By EDMUND J. THOMAS, JR.

Assistant Secretary

The undersigned certifies that as an employee of the Industrial Accident Commission she served the foregoing notice on the parties hereinafter mentioned, at the time set opposite their respective names, by depositing a copy of said notice attached to a copy of the application therein mentioned, in a sealed envelope in the United States mail on said day, at San Francisco, California, with the postage thereon fully prepaid, and addressed to the said parties at their last known places of business or residence, as follows, to wit:

NAMES OF PARTIES SERVED

DATE OF SERVICE

Jack Cuthbertson, 2284 Holbrook Dr., Concord, Calif.	1/12/55
Smith & Harrison, 1836 Financial Center Bldg., Oakland, Calif.	"
Armstrong Cork Co., 1355 Market St., San Francisco, Calif.	"
Plant Asbestos Co., 5309 Morton St., Maryville, Calif.	"
Western Asbestos Co., 675 Townsend St., San Francisco, Calif.	"
Travelers Ins. Co., Latham Square Bldg., Oakland, Calif.	"
Indus. Indemn. Co., 350 Sansome St., San Francisco, Calif.	"
State Comp. Ins. Fund, Personal Service	"

COMMISSION OFFICES:
FOR NORTHERN CALIFORNIA
(EXCEPT SACRAMENTO COUNTY)
985 MISSION STREET
SAN FRANCISCO 3
FOR SACRAMENTO COUNTY ONLY
ROOM 200, 631 J STREET
SACRAMENTO
FOR SOUTHERN CALIFORNIA
(EXCEPT SAN DIEGO COUNTY)
501 STATE BUILDING
LOS ANGELES 12
FOR SAN DIEGO COUNTY ONLY
1521 FOURTH AVENUE
SAN DIEGO 1

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

DO NOT WRITE IN
THIS SPACE

APPLICATION FOR HEARING

Case No. 161-870 54 SF
Filed 12-21-54

ENTERED IN DOCKET
BY _____

Employee's Name JACK CUTHBERTSON
Social Security No. _____
Name of Employer 1. Armstrong Cork Company
2x Travelers Insurance Company
2. Plant Asbestos Company
Name of Insurance Carrier Industrial Indemnity Company
3. Western Asbestos Company
State Compensation Insurance

Employee's Address 2284 Holbrook Drive
STREET AND NUMBER
Concord, California
TOWN OR CITY ZONE STATE
Employer's Address San Francisco, California
STREET AND NUMBER Bldg, Oakland
5309 Horton Street, Maryville
INSURANCE CARRIER'S ADDRESS 350 S. WILSON ST., SAN FRANCISCO
CITY ZONE STATE
Carrier's Address 675 Townsend St., San Francisco
CITY ZONE STATE
Fund 450 McAllister St., San Francisco
CITY ZONE STATE

Employee's name Jack Cuthbertson Employee's date of birth _____
Date of your injury 1949 - 1954 Employee's occupation asbestos worker
Place where injury occurred San Francisco at time of injury _____
CITY AND STATE
When did you leave work as a result of this injury September 30, 1953
October 19, 1954
How did injury occur Breathing substances in course of work harmful to chest and lungs
What part or parts of your body were injured Lungs

When did you return to work still disabled Full or part time work and at what wage _____
Your wages or salary (before deductions) \$ maximum per hour or \$ _____ per week or \$ _____ per month.
If paid on hourly rate, how many hours did you work per week _____
Did you receive any of the following: Board? Yes ☐ No ☐; Lodging? Yes ☐ No ☐; Tips? Yes ☐ No ☐; Other advantages? Yes ☐ No ☐
State their weekly value \$ _____

Have you been paid any compensation? Yes ☐ No ☒ How much \$ _____ Weekly rate of payments \$ _____
TOTAL AMOUNT
Date when last payment was made _____, 19____.
Has the employer or the insurance carrier furnished you with any medical treatment? Yes ☐ No ☒
Date when last treatment was given _____, 19____.
List names of all doctors who have treated you and who were furnished by the employer or insurance carrier.
University of California
Have you obtained any medical treatment at your own expense? Yes ☒ No ☐.
List names of all doctors who have treated you at your own expense _____

Are you claiming any of the following benefits (Answer Yes or No):

- (a) Temporary disability payment Yes (b) Permanent disability payment _____
(c) Further medical treatment Yes (d) Cost of your medical expense Yes
(e) List other benefits claimed and not mentioned above _____

Have you ever before filed a claim with this Commission? Yes ☐ No ☒ If so, when was it filed _____
DATE

SMITH & KASSIN, ATTORNEYS
Representing the Employee or Insurer

1616 Financial Center Bldg.
FIRM

Glencourt 2-2000
TELEPHONE NUMBER

Jack Cuthbertson /s/
SIGNATURE OF APPLICANT

Date December 20, 1954, 195__

NOTE: HEARING: After this application has been filed with the Industrial Accident Commission the parties will be notified in writing of the time and place of hearing. Either party may be represented in person, by attorney or other agent.
ANSWER: The defendant is required to file an answer within 10 days after service of a copy of this application, using the form furnished for that purpose. If a defendant employer is insured and the insurance carrier is properly named on the application, the answer need be filed by the carrier; but if the insurance carrier is not named, then the employer must notify the carrier immediately so the proper answer can be filed.

DATE OF SERVICE SERVICE ON

- 4 -
File with
pertinent claim

STATE OF CALIFORNIA
INDUSTRIAL ACCIDENT COMMISSION

965 MISSION STREET, SAN FRANCISCO 3
412 HELM BUILDING, FRESNO 21
ROOM 200, 631 J STREET, SACRAMENTO

STATE BUILDING, LOS ANGELES 12
ROOM 214, 100 E. OCEAN BLVD., LONG BEACH 2
1521 4TH AVENUE, SAN DIEGO 1

JACK CUTHBERTSON,

Applicant.....

vs.

PLANT RUBBER AND ASBESTOS WORKS, WONGTHONG
CORK COMPANY, MURDET CORK CORPORATION,
PLANT ASBESTOS COMPANY, WESTERN ASBESTOS
COMPANY, J. T. THOMAS AND SON, and TRAVELERS
INSURANCE COMPANY, INDUSTRIAL INDEMNITY
COMPANY, et al,
Defendant.

CLAIM No. 54-527, 161-870

NOTICE OF HEARING
OF APPLICATION
FOR ADJUSTMENT
OF CLAIM

You are hereby notified that an application to adjust a claim for compensation (a copy of which is attached hereto) has been filed with the Industrial Accident Commission of the State of California. You are further notified that said application has been set for hearing at

Rm. 200, 1531 Webster St., Oakland, California, on the
23rd day of May, 1955, at 1:30 o'clock p.m. All p.m.

and that at said time and place the Industrial Accident Commission of the State of California will proceed to hear and dispose of the said application in the manner prescribed by law.

NOTE: The parties are expected to submit all issues in controversy for decision at this hearing; therefore, all necessary witnesses, evidence, documents, medical reports, payrolls, and other essential proof must be available and ready for submission at the hearing.

Dated: April 25, 1955

INDUSTRIAL ACCIDENT COMMISSION

By EDWARD J. THOMAS, JR.

Assistant Secretary

The undersigned certifies that as an employee of the Industrial Accident Commission she served the foregoing notice on the parties hereinafter mentioned, at the time set opposite their respective names, by depositing a copy of said notice attached to a copy of the application therein mentioned, in a sealed envelope in the United States mail on said day, at San Francisco California, with the postage thereon fully prepaid, and addressed to the said parties at their last known places of business or residence, as follows, to wit:

NAMES OF PARTIES SERVED

DATE OF SERVICE

see attached sheet

Dept. of Employ., P.O. box 1857, Oakland, Calif.	4/25/55
Occidental Life Ins. Co., 300 Montgomery St., S.F., Calif.	"
Jack Cuthbertson, 2284 Holbrook Dr., Concord, Calif.	"
Smith & Parrish, Fin. Center Bldg., Oakland, Calif.	"
Plant Rubber & Asbestos Works, 5309 Horton St., Emeryville, Cal.	"
Armstrong Cork Co., 1355 Market St., S.F., Calif.	"
Mundet Cork Corp., 440 Brannan St., S.F., Calif.	"
Plant Asbestos Co., 5309 Horton St., 5309 Horton St., Emeryville,	"
Western Asbestos Co., 675 Townsend St., S.F., Calif.	"
J. T. Thorpe & Son, Emeryville, Calif.	"
Travelers Ins. Co., Latham Square Bldg., Oakland, Calif.	"
Indus. Indem. Co., 350 Sansome St., S.F., Calif.	"
State Comp. Ins. Fund, Personal Service	"
Pacific Employ. Ins. Co., 3770 Piedmont Ave., Oakland, Calif.	"
Calif. Compensation Ins. Co., 28 Geary St., S.F., Calif.	"

VWX

COMMISSION OFFICES:
FOR NORTHERN CALIFORNIA
(EXCEPT SACRAMENTO COUNTY)
965 MISSION STREET
SAN FRANCISCO 3
FOR SACRAMENTO COUNTY ONLY
ROOM 200, 631 J STREET
SACRAMENTO
FOR SOUTHERN CALIFORNIA
(EXCEPT SAN DIEGO COUNTY)
501 STATE BUILDING
LOS ANGELES 12
FOR SAN DIEGO COUNTY ONLY
1521 FOURTH AVENUE
SAN DIEGO 1

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

APPLICATION FOR HEARING

AMENDED

Case No. 55-261-370
Filed March 3, 1955

DO NOT WRITE IN
THIS SPACE

ENTERED IN DOCKET
BY _____

Employee's
Name JACK CUTLERTSON

Employee's
Address 2284 HOLBROOK DRIVE
STREET AND NUMBER

Social Security No. _____
Name of
Employer SEE ATTACHED LIST

Concord, California
TOWN OR CITY ZONE STATE
Address _____
STREET AND NUMBER

Name of
Insurance Carrier SEE ATTACHED LIST

Insurance
Carrier's Address _____
STREET AND NUMBER
CITY ZONE STATE

Employee's name JACK CUTLERTSON

Employee's date of birth MAY 4, 12 1928

Date of your injury 1944-1954

Employee's occupation
at time of injury Asbestos worker

Place where
injury occurred San Francisco, Calif.
CITY AND STATE

When did you leave work
as a result of this injury September 30, 1953
October 19, 1954

How did injury occur Breathing substances in course of work harmful to chest & lungs
What part or parts
of your body were injured lungs

When did you return to work Still disabled

Full or part time work
and at what wage _____

Your wages or salary (before deductions) \$ maximum per hour or \$ _____ per week or \$ _____ per month.

If paid on hourly rate, how many hours did you work per week _____

Did you receive any of the following: Board? Yes ☐ No ☐; Lodging? Yes ☐ No ☐; Tips? Yes ☐ No ☐; Other advantages? Yes ☐ No ☐
State their weekly value \$ _____

Have you been paid any compensation? Yes ☐ No ☒ How much \$ _____ Weekly rate of payments \$ _____

Date when last payment was made _____, 19____ TOTAL AMOUNT

Has the employer or the insurance carrier furnished you with any medical treatment? Yes ☐ No ☒

Date when last treatment was given _____, 19____

List names of all doctors who have treated you and who were furnished by the employer or insurance carrier _____

Have you obtained any medical treatment at your own expense? Yes ☒ No ☐
List names of all doctors who have treated you at your own expense _____

Are you claiming any of the following benefits (Answer Yes or No):

- (a) Temporary disability payment yes (b) Permanent disability payment _____
(c) Further medical treatment yes (d) Cost of your medical expense yes
(e) List other benefits claimed and not mentioned above _____

Have you ever before filed a claim with this Commission? Yes ☐ No ☒ If so, when was it filed _____

DATE

SMITH & PARTNERS

REPRESENTATIVE OR ATTORNEY FOR APPLICANT

Financial Center Bldg., Oakland

ADDRESS

Glancourt 2 2000

TELEPHONE NUMBER

/s/ JACK CUTLERTSON

SIGNATURE OF APPLICANT

Date March 4, 1955

NOTE—HEARING: After this application has been filed with the Industrial Accident Commission the parties will be notified in writing of the time and place of hearing. Either party may be represented in person, by attorney, or other agent.

ANSWER: The defendant is expected to file an answer within 10 days after service of a copy of this application, using the form furnished for that purpose. If a defendant employer is insured and the insurance carrier is properly named in the application, no answer need be filed by the employer, as that will be done by the carrier, but if the insurance carrier is not named, then the employer should notify the carrier immediately so the proper answer can be filed.

DATE OF SERVICE

SERVICE ON

Re; JACK CUTHBERTSON

IAC # 161-870

List of Employers

Plant Rubber & Asbestos Works,
5309 Horton St.,
Emeryville, Calif.

Western Asbestos Co.,
675 Townsend St., San Francisco, Calif.

J. T. Thorpe & Son,
Emeryville, Calif.

Mundet Cork Corp.,
440 Brannan St.,
San Francisco, Calif.

Cork Insulation Co.,
San Francisco, Calif.

Armstrong Cork Co.,
1355 Market St.,
San Francisco, Calif.

Plant Asbestos Co.,
5309 Horton St.,
Emeryville, Calif.

LIST OF INSURANCE COMPANIES

Travelers Insurance Co.,
Latham Square Bldg.,
Oakland, Calif.

Industrial Indemnity Co.,
350 Jansome St.,
San Francisco, Calif.

State Compensation Ins. Fund
450 McAllister St., San Francisco, Calif.

Pacific Employers Insurance Co.,
3770 Piedmont Ave., Oakland, Calif.

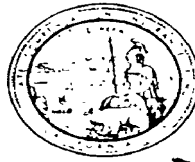
California Compensation Insurance Co.,
28 Geary St.,
San Francisco, Calif.

STATE COMPENSATION INSURANCE FUND

EXECUTIVE OFFICES • 450 McALLISTER STREET • SAN FRANCISCO 4

EARL R. HOWARD
H. C. MILLER
DONALD GALLAGHER
J. H. LEIMBACH, M.D.

MANAGER
COMPTROLLER
COUNSEL
MEDICAL DIRECTOR



LOS ANGELES
CHICO
FRESNO
LONG BEACH
OAKLAND
SACRAMENTO
SAN DIEGO
SAN JOSE
STOCKTON

June 1, 1955

IN REPLY REFER TO
#312235
Jack Cuthbertson

Industrial Accident Commission
905 Mission Street
San Francisco, California

Gentlemen:

Re: IAC 161-870

We are enclosing additional reports as follows:

H. Corwin Hinshaw, M.D.
George A. Watson, M.D.

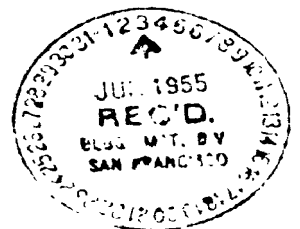
May 24, 1955
May 18, 1955

Copies of said reports are being mailed today
to the persons and addresses shown on the attached sheet.

Very truly yours,

PETER R. HOLMES
Attorney

PRH:ld
Encl.



C
O
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Y

Industrial Accident Commission.

C-1-55

cc: Dept. of Employment, P. O. Box 1057, Oakland, California
cc: Occidental Life Ins. Co., 300 Montgomery St., San Francisco, Cal.
cc: Jack Guthbertson, 2214 Halbrook Dr., Concord, Calif.
cc: Smith & Parrish, 1015 Fin. Center Bldg., Oakland, Calif.
cc: Plant Rubber & Asbestos Works, 5309 Horton St., Emeryville, Cal.
cc: Armstrong Cork Co., 1321 Market St., San Francisco, Calif.
cc: Mundet Cork Corp., 440 Brennan St., San Francisco, California
cc: Plant Asbestos Co., 5309 Horton St., Emeryville, California
cc: Western Asbestos Co., 675 Townsend St., San Francisco, Calif.
cc: J. T. Thorpe & Son, Emeryville, California
cc: Travelers Ins. Co., Latham Square Bldg., Oakland, California
cc: Industrial Indus. Co., 350 Sansone Street, San Francisco, Calif.
cc: Pac. Employ. Ins. Co., 3770 Piedmont Ave., Oakland, California

C
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GEORGE A. WATSON, M.D.

Chief, Pathology Service

U.S. Department of Health, Education and Welfare

Washington, D.C. 20540

File No. E-224618

Case No. 100-100000

Date 5-16-55

Examination of slides of lungs, pleura, and chest wall

Specimens received 5-10-55 and dated 10-10-54

From: Dr. H. J. Smith, Boston

Rec'd May 20 1955

History of Illness and Exposure

HISTORICAL SUMMARY: This patient gives a long history of industrial exposure to materials containing asbestos fibers, fiber glass and diatomaceous earth. He had a right thoracotomy in Sept. 29, 1934, at that time the diagnosis was chronic, nonspecific inflammation of pleural and lung tissue (pleurisy). Indication of the left side was performed Oct. 18, 1934 at which time Dr. Vincent at Harvard General Hospital made a diagnosis of asbestosis and pleural fibrosis.

HISTOPATHOLOGIC FINDINGS: Microscopic section shows a segment of lung tissue measuring 11 x 9 mm. The pleura is dense and uniformly thickened measuring approximately .8 mm. Scattered throughout are a few histiocytes, lymphocytes, fibroblasts, capillaries and small arteries exhibiting a symmetrical radial thickening with constriction of the lumen. The parenchyma displays patchy collagen and fresh alveolar hemorrhage apparent on occasion in crevices. The alveolar pattern is not significantly disturbed and fibrosis is not a feature, although there is slight sub-pleural thickening of the septa. The alveoli contain very pigment laden macrophages. Part of this is hemosiderin and part is carbon. Such phagocytic elements are also found in the supporting tissue containing chiefly carbon. Examination under the polarizing microscope reveals small anisotropic crystals estimated to be present in quantities as greater than the average lung which is reported surgically for tuberculosis. In one area approximately 3 mm. in diameter there is a mass of collagen fibers with a number of red shaped, hyaline, homogeneous, dark brown distinctly segmented structures which are not anisotropic. Scattered throughout the remainder of the lung, both in the lumen and encased by tissue or lying within phagocytic cells are some bodies of similar character. More numerous are slender, non-segmenting, refractile, non-anisotropic, straight, ridged structures considerably less than 1 micron in diameter and measuring from 10 to 20 microns or more in length. The identification of the latter is open to debate, however, are slightly larger, distinctly segmented body is found, as they are probably related to the larger type structures.

Comments: 1) Asbestos Fibers, Hemorrhage, and
2) Pleural Fibrosis

NOTE: The asbestos bodies are characteristic, although of quite limited distribution and there is but little chronic reaction as a result. No cisterns are present and only a limited amount of anisotropic material in the form of small crystals. This is somewhat atypical. It is not more than is found in most of the lungs which have been reported as having chronic asbestosis.

RECEIVED
MAY 27 1955
LEGAL DEPT.

[Handwritten signature]

George A. Watson, M.D.
Pathologist

H. CORWIN HINSHAW, M.D.

450 POST STREET
SAN FRANCISCO 4, CALIFORNIA

May 24, 1955

From: H. Corwin Hinshaw, M.D.
To: State Compensation Insurance Fund
450 McAllister Street
San Francisco, California
Subject: Mr. Jack Cuthbertson, No. 31223
Supplementary Report

I am attaching two copies of a report from Dr. George A. Watson, a pathologist particularly well experienced in the interpretation of pulmonary disease. You will note that Dr. Watson confirms the presence of asbestos fibers in the lung specimen obtained by biopsy from Mr. Jack Cuthbertson. You will note also that he reports very little inflammatory or fibrotic reaction to these fibers. He does not find any abnormal deposition of silica.

This information is consistent with the conclusion reached in my report of March 15, 1955. I should like to stress again that x-ray examinations revealed no evidence of abnormalities which could be attributed to the asbestos fibers although the radiologist was informed of the biopsy report. It should also be recalled that the man's pulmonary function studies were not grossly abnormal with the exception of the maximal breathing capacity determination. This latter test is dependent upon the patient's voluntary performance and the lowered values reported might possibly be attributed to his lack of training or lack of desire to breathe deeply and rapidly while the recording was being made.

Further information concerning lung function would be desirable, especially studies of arterial oxygen saturation and arterial carbon dioxide content. Should you desire to have such studies made it would be best to hospitalize the patient at Stanford University Hospital for two or three days.

Summary: My conclusions are as reported in my previous communication dated March 15, 1955. The presence of asbestos fibers in the lung has been confirmed. These fibers appear to have produced very little microscopic reaction, no recognizable radiologic abnormality and little or questionable derangement of lung function. I would conclude therefore that Mr. Cuthbertson is not disabled at this time and there is substantial reason to believe that he will never become disabled. Neither personal experience nor

Page 2
Date May 26, 1955
From R. Gerald H. H. H.
Re State Compensation Insurance Fund
Subject Mr. J. J. O'Connell, Inc. 1955

Summary (Continued):

review of the medical literature will enable us to predict whether a future injury should be anticipated. It is my opinion that there will not be any progression of Mr. O'Connell's disease.

[Signature]
R. Gerald H. H. H.

Enclosure

Enc. Statement

Enclosure of report of Mr. J. J. O'Connell, Inc.

RECEIVED
MAY 27 1955
LEGAL DEPT.

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BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA
CLAIM NO. 161-870

JACK CUTHBERTSON,

Applicant

vs.

PLANT HUBBER AND ASBESTOS WORKS,
ARMSTRONG CORK COMPANY, MUNDET
CORK CORPORATION, PLANT ASBESTOS COMPANY,
WESTERN ASBESTOS COMPANY, J. T. THORPE
AND SON, and TRAVELERS INSURANCE COMPANY,
INDUSTRIAL INDEMNITY COMPANY, et al,

Defendants

ANSWER
TO
APPLICATION

Come now the defendants WESTERN ASBESTOS CO. and
STATE COMPENSATION INSURANCE FUND, and in answer to the
application filed in the above entitled cause, admit, deny and
allege as follows:

Allege that the correct name of the defendant
Western Asbestos Co. is Western Asbestos Co. and was such at
times referred to in paragraph two.

I

Admit that Jack Cuthbertson was employed by Western
Asbestos Co. for the periods, and only for the periods, as
shown in the work record attached hereto and marked exhibit "A",
reference to which is hereby made and the same incorporated
herewith as though set out in full.

II

Admit that during the period of employment as set
forth in paragraph one above, the Western Asbestos Co. was fully
insured by the State Compensation Insurance Fund against all
liability under Workmen's Compensation, Insurance and Safety Law

1 of the State of California.

2 III

3 Deny that during the period above mentioned said
4 Jack Cuthbertson sustained an injury arising out of and
5 occurring in the course of his employment; and further deny
6 that defendants have provided compensation benefits to the
7 applicant for the injury allegedly sustained by the applicant.

8 IV

9 Alleges a special, separate, and affirmative defense
10 that applicant's claim herein is barred and he is estopped
11 from presenting any and all matters thereunder by reason of
12 the provisions of chapter two, part four, division four, of
13 the Labor Code of the State of California, more specifically
14 Sections 5404, 5405, 5406, and 5410.

15 V

16 Allege that the rights of the defendants have been
17 prejudiced by the failure of the employee to give notice of
18 alleged injury within the time required by law.

19 VI

20 Deny that the Industrial Accident Commission of the
21 State of California has jurisdiction to act with reference to
22 any and all maritime employment.

23 VII

24 Except as above admitted, alleged, or denied, said
25 defendants deny generally and specifically, each and every,
26 all and singular, the allegations contained in said application.

27 WHEREFORE, these defendants pray that they be
28 dismissed and declared free of all liability herein and
29 hereunder.

30
31 Copies of this Answer and attached exhibit has been
32 mailed on the date hereof to the persons and addresses shown
below.

PETER R. HOLMES
Attorney for Defendants

Dated at San Francisco, California
this day of June, 1955.

cc: Dept. of Employment, P.O. Box 1857, Oakland, California
cc: Occidental Life Ins. Co., 300 Montgomery St., S. F., Calif.
cc: Jack Cuthbertson, 2284 Holbrook Dr., Concord, California
cc: Smith & Parrish, 1616 Fin. Center Bldg., Oakland, Calif.
cc: Plant Rubber & Asbestos Works, 5309 Horton, Emeryville, Calif.
cc: Armstrong Cork Co., 1355 Market St., San Francisco, Calif.
cc: Mandet Cork Corp., 440 Brannan St., San Francisco, Calif.
cc: Plant Asbestos Co., 5309 Horton St., Emeryville, Calif.
cc: Western Asbestos Co., 675 Townsend St., San Francisco, Calif.
cc: J. T. Thorpe & Son, Emeryville, California
cc: Travelers Ins. Co., Latham Square Bldg., Oakland, Calif.
cc: Industrial Indem. Co., 350 Sansome St., San Francisco, Calif.
cc: Pac. Employ. Ins. Co., 3770 Piedmont Ave., Oakland, Calif.

1 STATE OF CALIFORNIA

2 CITY AND COUNTY OF SAN FRANCISCO }
3
4
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ss.

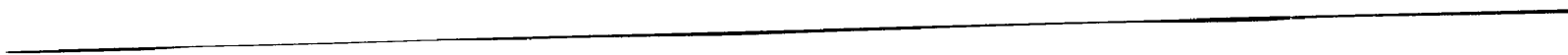
6 R. N. SHOREEN, being first duly sworn, deposes and
7 says:

8 That he is an officer, to-wit, Assistant Secretary
9 of State Compensation Insurance Fund; that he has read the
10 foregoing Answer to Application and knows the contents thereof;
11 that the same is true of his own knowledge except the matters
12 which are therein stated on information or belief, and as to
13 those matters he believes it to be true.
14
15
16
17

18 R. N. SHOREEN
19
20
21

22 Subscribed and sworn to before me
23 this day of June, 1955.
24

25 (SEAL)
26 Notary Public in and for the City and
27 County of San Francisco, State of California
28
29
30
31
32



Distributors and Contractors for

JENSEN-MANVILLE CORPORATION
THE CEMENT CORPORATION
ANGIER CORPORATION
BENJAMIN FOSTER COMPANY
THE CEMENTAL PRODUCTS CO. INC.
PENN SUPPLY AND METAL CO.
COLONY TILE-ROOF, INC.
INDUSTRIAL STEEL DIV. BORG-WARNER CORP.
ARMITE LABORATORIES
INDUSTRIAL-WASTIC CORPORATION OF AMERICA
A-CORTEX DIVISION JENSENITE COMPANY
INSULOCK CORPORATION
THE S. F. GERRICH COMPANY
BURROUGHS DIVISION
CERAM-TEC PRODUCTS CORPORATION
HELMER STUD HOLDING
DIVISION OF WESTON SPECIALTY CORP.
UNION PRODUCTS

WESTERN ASBESTOS CO.

DISTRIBUTORS - ENGINEERS - CONTRACTORS

SAN FRANCISCO - OAKLAND - BARRAMETTES - STOKTON - FRESNO - SAN JOSE

CHARLES S. PORCELLI, President



CLARK L. HAYLAND, Vice-President

625 Townsend Street - Telephone KL 4-1868

San Francisco 3, California

February 14, 1955

Engineers and Contractors

HEAT INSULATION
COLD INSULATION
ACROST-RELOVED
BOND CONDITIONING
CORRUGATED TRANSIT
ROOFING AND SIDING
PROTECTIVE COATINGS
HYPERUM ROOF DECK
KORLHARDT-ROOF SCREEN

Distributors

BUILDING MATERIALS
INDUSTRIAL PRODUCTS

State Compensation Insurance Fund

450 McAllister Street
San Francisco, California

SUBJECT: Case #312235
Jack H. Cuthbertson

Gentlemen:

Mr. Jack H. Cuthbertson's employment record is as follows:

Hired April 10, 1947	Left February 3, 1948	Discharged
March 30, 1948	July 30, 1948	Quit
Jan. 14, 1949	March 9, 1949	Quit
May 12, 1949	August 26, 1949	Laid Off
March 13, 1950	July 28, 1950	To enter U.S.A.

Mr. Jack H. Cuthbertson's wage rate	1947	\$ 1.25 per hr.
Ditto	1947	1.45 per hr.
Ditto	1948	1.75 per hr.
Ditto	1949	2.16 per hr.
Ditto	1950	2.50 per hr.

Respectfully submitted,

Very truly yours,

WESTERN ASBESTOS CO.

H. E. Simons

H. E. Simons,
Trans. and Safety Engineer

HES:sc

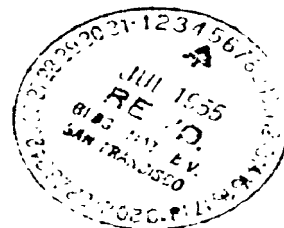
J 11
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COPY FROM: INDUSTRIAL INDEMNITY CO
350 SANSOME STREET
SAN FRANCISCO, CALIFORNIA

July 1, 1955

Industrial Accident Commission
965 Mission Street
San Francisco, California

Attention: Joseph Sheehan, Referee



Claim No. 161-870
Jack Cuthbertson vs
Plant Rubber and Asbestos Works,
Armstrong Cork Company, Mandet
Cork Corp., Plant Asbestos Co.,
J. T. Thorpe and Sons, Western
Asbestos Company, Travelers Insurance
Company, Industrial Indemnity Company

Gentlemen:

We are attaching hereto our Answer. Copies are
being served this day on the interested parties as indicated
below.

Sincerely yours,

S. E. Heywood
Claims Attorney

SEH/ls
Enclosure

cc: Department of Employment, P. O. Box 1857, Oakland
Occidental Life Insurance Company, 300 Montgomery St., San Francisco
Jack Cuthbertson, 2204 Hallbrook Drive, Concord
Smith and Parrish, 1616 Financial Center Building, Oakland
Plant Rubber and Asbestos Works, 5309 Horton, Emeryville
Armstrong Cork Company, 1355 Market Street, San Francisco
Mandet Cork Company, 440 Brannan Street, San Francisco
Western Asbestos Company, 675 Townsend Street, San Francisco
State Compensation Insurance Fund, 450 Mc Allister Street, San Francisco
Travelers Insurance Company, Latham Square Building, Oakland
Pacific Employers Insurance Company, 3770 Piedmont Avenue, Oakland
Leonard, Hanna & Brophy, 100 Bush Street, San Francisco
Attention: Howard T. Jewell

COMMISSION OFFICE:
FOR NORTHERN CALIFORNIA
(EXCEPT SACRAMENTO COUNTY)
985 MISSION STREET
SAN FRANCISCO 3

FOR SACRAMENTO COUNTY ONLY
ROOM 200, 631 J STREET
SACRAMENTO

FOR SOUTHERN CALIFORNIA
(EXCEPT SAN DIEGO COUNTY)
501 STATE BUILDING
LOS ANGELES 12

FOR SAN DIEGO COUNTY ONLY
1521 FOURTH AVENUE
SAN DIEGO 1

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

APPLICATION FOR HEARING

AMENDED

Case No. 55-161-370
Filed March 3, 1955

DO NOT WRITE IN
THIS SPACE

ENTERED IN DOCKET
BY _____

Employee's
Name JACK CUTLER

Employee's
Address 2294 HILBORN DRIVE
STREET AND NUMBER

Social Security No. _____

Name of
Employer SEA AIRCRAFT CO.

Concord, California
TOWN OR CITY ZONE STATE
Address _____
STREET AND NUMBER

Name of
Insurance Carrier SEA AIRCRAFT CO.

Insurance
Carrier's Address _____
TOWN OR CITY ZONE STATE
STREET AND NUMBER
CITY ZONE STATE

Employee's name JACK CUTLER

Employee's date of birth May 4, 1923

Date of your injury 1944-1954

Employee's occupation
at time of injury Asbestos worker

Place where
injury occurred San Francisco, Calif.
CITY AND STATE

When did you leave work
as a result of this injury September 30, 1953
October 19, 1954

How did injury occur Breathing substances in course of work harmful to chest & lungs.
What part or parts
of your body were injured lungs

When did you return to work Still disabled Full or part time work
and at what wage _____

Your wages or salary (before deductions) \$ Maximum per hour or \$ _____ per week or \$ _____ per month.
If paid on hourly rate, how many hours did you work per week _____

Did you receive any of the following: Board? Yes ☐ No ☐; Lodging? Yes ☐ No ☐; Tips? Yes ☐ No ☐; Other advantages? Yes ☐ No ☐
State their weekly value \$ _____

Have you been paid any compensation? Yes ☐ No ☒ How much \$ _____ Weekly rate of payments \$ _____
Date when last payment was made _____, 19____ TOTAL AMOUNT

Has the employer or the insurance carrier furnished you with any medical treatment? Yes ☐ No ☒
Date when last treatment was given _____, 19____

List names of all doctors who have treated you and who were furnished by the employer or insurance carrier. _____

University of California
Have you obtained any medical treatment at your own expense? Yes ☒ No ☐
List names of all doctors who have treated you at your own expense _____

Are you claiming any of the following benefits (Answer Yes or No):

- (a) Temporary disability payment yes (b) Permanent disability payment _____
(c) Further medical treatment yes (d) Cost of your medical expense yes
(e) List other benefits claimed and not mentioned above _____

Have you ever before filed a claim with this Commission? Yes ☐ No ☒ If so, when was it filed _____ DATE

Smith & Parrish
REPRESENTATIVE OR ATTORNEY FOR APPLICANT

Financial Center Bldg., Oakland
ADDRESS

Glencourt 2 2000

TELEPHONE NUMBER

/s/ JACK CUTLER
SIGNATURE OF APPLICANT

Date March 3, 1955

NOTE—HEARING: After this application has been filed with the Industrial Accident Commission the parties will be notified in writing of the time and place of hearing. Either party may be represented in person, by attorney, or other agent.

ANSWER: The defendant is expected to file an answer within 10 days after service of a copy of this application, using the form furnished for that purpose. If a defendant employer is insured and the insurance carrier is properly named in the application, no answer need be filed by the employer, as that will be done by the carrier; but if the insurance carrier is not named, then the employer should notify the carrier immediately so the proper answer can be filed.

DATE OF SERVICE SERVICE ON

Dept. of Employ., P.O. Box 1857, Oakland, Calif.	4/25/55	"
Occidental Life Ins. Co., 300 Montgomery St., S.F., Calif.		"
Jack Cuthbertson, 2284 Holbrook Dr., Concord, Calif.		"
Smith & Parrish, Fin. Center Bldg., Oakland, Calif.		"
Plant Rubber & Asbestos Works, 5309 Horton St., Emeryville, Cal.		"
Armstrong Cork Co., 1355 Market St., S.F., Calif.		"
Mundet Cork Corp., 440 Brannan St., S.F., Calif.		"
Plant Asbestos Co., 5309 Horton St., 5309 Horton St., Emeryville,		"
Western Asbestos Co., 675 Townsend St., S.F., Calif.		"
J. T. Thorpe & Son, Emeryville, Calif.		"
Travelers Ins. Co., Latham Square Bldg., Oakland, Calif.		"
Indus. Indem. Co., 350 Sansome St., S.F., Calif.		"
State Comp. Ins. Fund, Personal Service		"
Pacific Employ. Ins. Co., 3770 Piedmont Ave., Oakland, Calif.		"
Calif. Compensation Ins. Co., 28 Geary St., S.F., Calif.		"

VWX

1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 Claim No. 161-870

3 JACK CUTHERBERTSON,

4 Applicant

5 vs.

6 PLANT RUBBER AND ASBESTOS WORKS,
7 ARMSTRONG CORK COMPANY, MUNDET CORK
8 CORPORATION, PLANT ASBESTOS COMPANY,
9 WESTERN ASBESTOS COMPANY, J. T. THORPE
AND SONS, AND TRAVELERS INSURANCE COMPANY,
INDUSTRIAL INDEMNITY COMPANY, ETAL,

10 Defendants

ANSWER TO APPLICATION

11 Comes now the defendants, PLANT ASBESTOS COMPANY, AND
12 INDUSTRIAL INDEMNITY COMPANY, and in answer to the application filed
13 in the above entitled cause, admit, deny and allege as follows:

14 I

15 Admit that Jack Cuthbertson was employed by Plant Asbestos
16 Company for the periods, and only for the periods, as shown in the
17 work record attached hereto and marked exhibit "A", reference to which
18 is hereby made and the same incorporated herewith as those set out in
19 full.

20 II

21 Admit that during the period of employment as set forth in
22 Paragraph I above, the Plant Asbestos Company was fully insured by the
23 Industrial Indemnity Company against all liability under Workmen's
24 Compensation insurance and safety laws of the State of California.

25 III

26 Deny that during the said period above mentioned said Jack
27 Cuthbertson sustained any injury arising out of and occurring in the
28 course of the employment; and further deny that the defendants have
29 provided compensation benefits to the applicant for the alleged injuries
30 sustained by the applicant or furnished medical treatment therefore.

IV.

Alleges as a special, separate and affirmative defense that the applicant's claim herein is barred and he is estopped from presenting any and all matters thereunder by reasons of the provisions of Chapter 2, Part IV, Division IV, of the Labor Code of the State of California, more specifically Section 5404, 5405, 5406 and 5410.

V.

Alleged that the right of the defendants have been prejudiced by failure of the employee to give notice of the alleged injury within the time required by law.

VI.

Except as above admitted, alleged or denied said defendants deny generally and specifically, each and every, all and singular, the allegations contained in the said application.

WHEREFORE, these defendants pray that they be dismissed and declared free from all liability herein.

Copies of this answer and the attached exhibit have been mailed on the date hereof to the persons and addresses shown below.

s/ SYDNEY H. HAYWOOD

SYDNEY H. HAYWOOD

ATTORNEY FOR DEFENDANTS

PLANT ASBESTOS and INDUSTRIAL INDEMNITY CO.

Dated: July 1, 1955

San Francisco, California

Mailed to: Department of Employment, P. O. Box 1857, Oakland, California
Occidental Life Insurance Company, 300 Montgomery Street,
San Francisco, California
Jack Cuthbertson, 2284 Holbrook Drive, Concord, California
Smith and Parrish, 1616 Financial Center Building, Oakland, Calif.
Plant Rubber and Asbestos Works, 5309 Horton, Emeryville, Calif.
Armstrong Cork Company, 1355 Market Street, San Francisco, Calif.
Mundet Cork Company, 440 Brannan Street, San Francisco, California
J. T. Thorpe and Sons, Emeryville, California
Western Asbestos Company, 675 Townsend Street, San Francisco,
Calif.
State Compensation Insurance Fund, 450 Mc Allister Street, S.F.
Travelers Insurance Company, Latham Square Building, Oakland, Calif.
Pacific Employers Insurance Company, 3770 Piedmont Avenue, Oakland
Leonard, Hanna & Brophy, 100 Bush Street, San Francisco, Calif.
Attn: Howard T. Jewell

STATE OF CALIFORNIA
INDUSTRIAL ACCIDENT COMMISSION

965 MISSION STREET, SAN FRANCISCO 3
412 HELM BUILDING, FRESNO 21
ROOM 200, 631 J STREET, SACRAMENTO

STATE BUILDING, LOS ANGELES 12
ROOM 214, 100 E. OCEAN BLVD., LONG BEACH 2
1521 4TH AVENUE, SAN DIEGO 1

JACK CUTHBERTSON,

CLAIM No. 54 SE 161-870

Applicant....

VS.

ARMSTRONG CORK COMPANY, TRAVELERS
INSURANCE COMPANY, PLANT ASBESTOS
COMPANY, INDUSTRIAL INDEMNITY COMPANY,
WESTERN ASBESTOS COMPANY, and STATE
COMPENSATION INSURANCE FUND,

Defendant ..s

NOTICE OF HEARING
OF APPLICATION
FOR ADJUSTMENT
OF CLAIM

You are hereby notified that an application to adjust a claim for compensation (a copy of which is attached hereto) has been filed with the Industrial Accident Commission of the State of California. You are further notified that said application has been set for hearing at

Room 206, 1531 Webster Street, Oakland, California,

on the 17th day of February, 1955, at 2:00 P.M.

ALL P.M.

and that at said time and place the Industrial Accident Commission of the State of California will proceed to hear and dispose of the said application in the manner prescribed by law.

NOTE: The parties are expected to submit all issues in controversy for decision at this hearing; therefore, all necessary witnesses, evidence, documents, medical reports, payrolls, and other essential proof must be available and ready for submission at the hearing.

Dated: January 12, 1955

INDUSTRIAL ACCIDENT COMMISSION

By EDMUND J. THOMAS, JR.

Assistant Secretary

The undersigned certifies that as an employee of the Industrial Accident Commission she served the foregoing notice on the parties hereinafter mentioned, at the time set opposite their respective names, by depositing a copy of said notice attached to a copy of the application therein mentioned, in a sealed envelope in the United States mail on said day, at San Francisco California, with the postage thereon fully prepaid, and addressed to the said parties at their last known places of business or residence, as follows, to wit:

NAMES OF PARTIES SERVED

DATE OF SERVICE

Jack Cuthbertson, 2284 Holbrook Dr., Concord, Calif.	1/12/55
Smith & Garrison, 1020 Financial Center Bldg., Oakland, Calif.	"
Armstrong Cork Co., 1355 Market St., San Francisco, Calif.	"
Plant Asbestos Co., 5309 Norton St., Emeryville, Calif.	"
Western Asbestos Co., 675 Townsend St., San Francisco, Calif.	"
Travelers Ins. Co., Latham Square Bldg., Oakland, Calif.	"
Indus. Indemn. Co., 350 Sansome St., San Francisco, Calif.	"
State Comp. Ins. Fund, Personal Service	"

COMMISSION OFFICES:
FOR NORTHERN CALIFORNIA
(EXCEPT SACRAMENTO COUNTY)
805 MISSION STREET
SAN FRANCISCO 3

FOR SACRAMENTO COUNTY ONLY
ROOM 200, 631 J STREET
SACRAMENTO

FOR SOUTHERN CALIFORNIA
(EXCEPT SAN DIEGO COUNTY)
501 STATE BUILDING
LOS ANGELES 12

FOR SAN DIEGO COUNTY ONLY
1521 FOURTH AVENUE
SAN DIEGO 1

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

APPLICATION FOR HEARING

Case No. 161-870 54 SF
Filed 12-21-54

DO NOT WRITE IN
THIS SPACE

ENTERED IN DOCKET
BY _____

Employee's
Name JACK CUTHBERTSON

Employee's
Address 2284 Holbrook Drive
STREET AND NUMBER

Concord, California

Social Security No. _____

Name of

Employer 1. Armstrong Cork Company
2. Travelers Insurance Company
Plant Asbestos Company
Name of Industrial Indemnity Company
Insurance Carrier
3. Western Asbestos Company
State Compensation Insurance

Employer's
Address San Francisco, California
TOWN OR CITY ZONE STATE
Latham Square Bldg, Oakland
STREET AND NUMBER

5309 Horton Street, Emeryville
STREET AND NUMBER
250 Sausalito St., San Francisco
STREET AND NUMBER
Carrier's Address
675 Townsend St., San Francisco
STREET AND NUMBER
450 McAllister St., San Francisco
STREET AND NUMBER
CITY ZONE STATE

Employee's name Jack Cuthbertson

Employee's date of birth _____

Date of your injury 1949 - 1954

Employee's occupation

Place where

injury occurred San Francisco
CITY AND STATE

at time of injury asbestos worker

When did you leave work

as a result of this injury September 30, 1953
October 19, 1954

How did injury occur Breathing substances in course of work harmful to chest and lungs

What part or parts

of your body were injured Lungs

When did you return to work still disabled

Full or part time work
and at what wage _____

Your wages or salary (before deductions) \$ maximum per hour or \$ _____ per week or \$ _____ per month.

If paid on hourly rate, how many hours did you work per week _____

Did you receive any of the following: Board? Yes ☐ No ☐; Lodging? Yes ☐ No ☐; Tips? Yes ☐ No ☐; Other advantages? Yes ☐ No ☐
State their weekly value \$ _____

Have you been paid any compensation? Yes ☐ No ☒ How much \$ _____ Weekly rate of payments \$ _____
TOTAL AMOUNT
_____, 19____.

Date when last payment was made _____
Has the employer or the insurance carrier furnished you with any medical treatment? Yes ☐ No ☒
Date when last treatment was given _____, 19____.

List names of all doctors who have treated you and who were furnished by the employer or insurance carrier _____

University of California

Have you obtained any medical treatment at your own expense? Yes ☒ No ☐.

List names of all doctors who have treated you at your own expense _____

Are you claiming any of the following benefits (Answer Yes or No):

(a) Temporary disability payment Yes (b) Permanent disability payment _____
(c) Further medical treatment Yes (d) Cost of your medical expense Yes
(e) List other benefits claimed and not mentioned above _____

Have you ever before filed a claim with this Commission? Yes ☐ No ☒ If so, when was it filed _____
DATE

SMITH & TARRISH ATTYS
ATTORNEYS FOR APPLICANT

1616 Financial Center Bldg.

Jack Cuthbertson /s/
SIGNATURE OF APPLICANT

Date December 20, 1954, 195____

Glencourt 2-2000
TELEPHONE NUMBER

NOTE - HEARING: After this application has been filed with the Industrial Accident Commission the parties will be notified in writing of the time and place of hearing. Either party may be represented in person, by attorney, or other agent.

ANSWER: The defendant is required to file an answer within 10 days after service of a copy of this application, using the form furnished for that purpose. If a defendant employer is insured and the insurance carrier is properly named on the application, an answer need be filed by the employer, as that will be done by the carrier; but if the insurance carrier is not named, then the employer must file an answer immediately so the proper answer can be filed.

DATE OF SERVICE

SERVICE ON

STATE OF CALIFORNIA
INDUSTRIAL ACCIDENT COMMISSION

865 MISSION STREET, SAN FRANCISCO 3
412 HELM BUILDING, FRESNO 21
ROOM 200, 631 J STREET, SACRAMENTO

STATE BUILDING, LOS ANGELES 12
ROOM 214, 100 E. OCEAN BLVD., LONG BEACH 2
1521 4TH AVENUE, SAN DIEGO 1

JACK CURRINGTON,

Applicant

vs.

PLANT RUBBER AND ASBESTOS WORKS, ARMSTRONG
CORK COMPANY, MURPHY CORK CORPORATION,
PLANT ASBESTOS COMPANY, WESTERN ASBESTOS
COMPANY, J. T. THOMAS AND SON, and TRAVELERS
INSURANCE COMPANY, INDUSTRIAL INDEMNITY
COMPANY, et al,

Defendant

CLAIM No. 54-S.F. 161-870

NOTICE OF HEARING
OF APPLICATION
FOR ADJUSTMENT
OF CLAIM

You are hereby notified that an application to adjust a claim for compensation (a copy of which is attached hereto) has been filed with the Industrial Accident Commission of the State of California. You are further notified that said application has been set for hearing at

Ex. 200, 1531 Webster St., Oakland, California, on the
23rd day of May, 1955, at 1:30 o'clock p.m. All p.m.

and that at said time and place the Industrial Accident Commission of the State of California will proceed to hear and dispose of the said application in the manner prescribed by law.

NOTE: The parties are expected to submit all issues in controversy for decision at this hearing; therefore, all necessary witnesses, evidence, documents, medical reports, payrolls, and other essential proof must be available and ready for submission at the hearing.

Dated: April 25, 1955

INDUSTRIAL ACCIDENT COMMISSION

By EDWARD J. THOMAS, JR.

Assistant Secretary

The undersigned certifies that as an employee of the Industrial Accident Commission she served the foregoing notice on the parties hereinafter mentioned, at the time set opposite their respective names, by depositing a copy of said notice attached to a copy of the application therein mentioned, in a sealed envelope in the United States mail on said day, at San Francisco, California, with the postage thereon fully prepaid, and addressed to the said parties at their last known places of business or residence, as follows, to wit:

NAMES OF PARTIES SERVED

DATE OF SERVICE

see attached sheet

Re; JACK CUTHBERTSON

IAC # 161-870

List of Employers

Plant Rubber & Asbestos Works,
5309 Horton St.,
Emeryville, Calif.

Western Asbestos Co.,
675 Townsend St., San Francisco, Calif.

J. T. Thorpe & Son,
Emeryville, Calif.

Mundet Cork Corp.,
440 Brannan St.,
San Francisco, Calif.

Cork Insulation Co.,
San Francisco, Calif.

Armstrong Cork Co.,
1355 Market St.,
San Francisco, Calif.

Plant Asbestos Co.,
5309 Horton St.,
Emeryville, Calif.

LIST OF INSURANCE COMPANIES

Travelers Insurance Co.,
Latham Square Bldg.,
Oakland, Calif.

Industrial Indemnity Co.,
350 Jansome St.,
San Francisco, Calif.

State Compensation Ins. Fund
450 McAllister St., San Francisco, Calif.
