FILE NAME: Insulators Workers' Comp Claims (IWC)

DATE: 1958

DOC#: IWC009

DOCUMENT DESCRIPTION: Claimant - Shepard, James

BALTIMORE
NEW YORK
CLARKSBURG
TULSA
ST. LOUIS
CHICAGO
LOS ANGELES
ATLANTA
PITTSBURGH
SAN FRANCISCO
NEW ORLEANS
MIAMI
PHILADELPHIA

ALEXANDER & ALEXANDER

INCORPORATED

INSURANCE

AVERAGE ADJUSTERS CONSULTING ACTUARIES

2225 NORTH CHARLES STREET, BALTIMORE 18, MD.

TELEPHONE
TUXEDO 9-4304

BELL SYSTEM
TELETYPE BA 582

CABLE ADDRESS
"ALEXBLUE"

letter RLS

June 8, 1961

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

Travelers Policy No. RUB 6220500

Dear Sir:-

Please note disposition made of the following claim:

Date of Accident: October 28, 1957

Claimant: JamesShepherd

Location: Everett, Mass.

Claim No.: $5,290.00 - Comp.

Disposition: 601.29 - Medical _R_E_V_I_S_I_O_N

139.65 - Expense

Remarks: 5891

Very truly yours,

ALEXANDER & ALEXANDER INC.

G. H. Finlay

LOSS DEPARTMENT

Indicate Whether:

Workmen's Comp. x

Auto Liability B.I. _____

P.D. _____

General Liability B.I. _____

P.D. _____

sjm

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CABLE ADDRESS
"ALEXBLUE"

April 25, 1961

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

Travelers Policy No. RUB 6220500

Dear Sir:-

Please note disposition made of the following claim:

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

Very truly yours,

ALEXANDER & ALEXANDER INC.

G. H. Finlay

LOSS DEPARTMENT

Indicate Whether:

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

sjm

BALTIMORE
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CABLE ADDRESS
"ALEXBLUE"

October 13th, 1960

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

Dear Mr. Schiedt:

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

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

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

10/14/60 LCR

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

Sincerely

ALEXANDER & ALEXANDER, INC.

GENERAL ADJUSTER

R

March 2, 1960

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

Dear John:

Subject: James R. Shepherd
Asbestosis Claim

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

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

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

Sincerely yours,

Wallace B. Hofferth
Assistant General Manager
Insurance Department

JEZ

W 57

Armstrong
CONTRACTING AND SUPPLY CORPORATION

TELEPHONE: EXpress 7-3631

120 NORTH LIME STREET
LANCASTER, PENNSYLVANIA

February 29, 1960

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

Dear Wally:

Subject: James R. Shepherd
Asbestosis Claim

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

Your comments will be appreciated.

Very truly yours,

J. E. Zeller
Manager, Construction
and Warehouse Operations

DB

Enclosure

Enclosure

Armstrong

INTER-OFFICE COMMUNICATION

To: J. B. Zeller, Lancaster

From: J. J. Spier, Boston

Date: February 19, 1960

Subject: James R. Shepherd
Construction Employee
Asbestosis Claim

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

Attorney Spier informed Frank Jones that, inasmuch as Mr. Shepherd's widow is 52 years old and she has a life expectancy of approximately fifteen years, if we were to go to Court on the matter, it could cost us at least in the vicinity of $20,000; and that in view of the accrued compensation of approximately $3100 and other heavy expenses for medical and hospital bills, Spier deemed it advisable to settle the case out of Court for $5641.29. Despite the fact that Shepherd worked for us for the comparatively short period of approximately two months, Spier felt that since we were the last employer and for other reasons best known to himself, he did not want to take the case before a jury and made the above-mentioned settlement.

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

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

RF

J.W.Liddell, Lancaster

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

Form 31484-1k-57

J. L. Roper

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

Armstrong
CONTRACTING AND SUPPLY CORPORATION

TELEPHONE: EXpress 7-3631

120 NORTH LIME STREET
LANCASTER, PENNSYLVANIA

February 29, 1960

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

Dear Wally:

Subject: James R. Shepherd
Asbestosis Claim

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Your comments will be appreciated.

Very truly yours,

J. E. Zeller
Manager, Construction
and Warehouse Operations

DB

Enclosure

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

Armstrong

INTER-OFFICE COMMUNICATION

February 19, 1960

To: J. E. Zeller, Lancaster

From: J. J. Roper, Boston

Subject: James A. Shepherd
Construction Employee
Asbestosis Claim

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Attorney Spier informed Frank Jones that inasmuch as Mr. Shepherd's widow is 52 years old and she has a life expectancy of approximately fifteen years, if we were to go to Court on the matter, it could cost us at least in the vicinity of $20,000; and that in view of the accrued compensation of approximately $3100 and other heavy expenses for medical and hospital bills, Spier deemed it advisable to settle the case out of Court for $5641.29. Despite the fact that Shepherd worked for us for the comparatively short period of approximately two months, Spier felt that since we were the last employer and for other reasons best known to himself, he did not want to take the case before a jury and made the above-mentioned settlement.

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

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

EF
J.E.Liddell, Lancaster

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

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

May 12, 1958

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

D/A - 10/28/57

Gentlemen:

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

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

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

JEZ

Enclosure

Wages
10-28-56 to 10-28-57

THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY

PREPARE IN DUPLICATE

WAGE STATEMENT:

Employer: Armstrong Cork Co. Employee: James Shepherd

File No. B-8602114 Flynn-B. Date of Accident: 10-28-57 Date of Hire:

PLEASE FURNISH FULLY THE FOLLOWING IMPORTANT INFORMATION

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

Signed:

Title:

Week No.	Year 1957 Week Ending Month	Day	Amount Paid Including Overtime	No. of Meals Per Wk.	Was Room Furnished Employee?
1	9	22	109.44		Yes ____ No ____ If Tips or other Benefits were earned, describe and state value per week.
2	9	29	136.80		
3	10	6	136.80		
4	10	13	273.60		
5	10	20	383.04		
6	10	27	328.32		
7	11	3	54.72		
8	11	10	13.68		
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
	TOTAL		1,436.40		

Week No.	Year ____ Week Ending Month	Day	Amount Paid Including Overtime	No. of Meals Per Wk.	Comment
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
	TOTAL		1436	40	

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

FOR INSURER'S USE ONLY

Divisor	Total Wages (Minus Deductions)	Average Weekly Wage	Compensation Rate

(SPACE FOR INSURER'S EXPLANATORY NOTE OR FIGURING)

ARMSTRONG CORK COMPANY

Insurance Department

C-4231 PRINTED IN U.S.A.

INTER/OFFICE COMMUNICATION

Armstrong
CONTRACTING AND SUPPLY CORPORATION

To Fred Gardner, AC&S, Lancaster — May 7, 1958

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

Subject Request for Wage Information
James Shepherd

032-01-0980

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

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

dn
Enc.

5/9/58 WRH

FORM 31501 12-57

April 14, 1958

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

filed under
4/14/58
last day

Dear Jim:

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

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

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

Sincerely yours,

Wallace B. Hofferth
Assistant General Manager
Insurance Department

JEZ

Enclosure

(Letter in duplicate)

Armstrong

CONTRACTING AND SUPPLY CORPORATION *Subsidiary of Armstrong Cork Company*

120 NORTH LIME STREET
LANCASTER, PENNSYLVANIA

APR 14 1958 MH

April 10, 1958

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

Dear Ed:

Subject: James R. Shepard
SE 032-01-0780

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

4/11/58 WDS

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

Very truly yours,

ARMSTRONG CONTRACTING AND SUPPLY CORPORATION

Emmett W. Hines, Jr.
Secretary-Treasurer

AY

Enclosure

EWA

INTER/OFFICE COMMUNICATION

Armstrong CONTRACTING AND SUPPLY CORPORATION

To J. W. Liddell, AC&S, Lancaster

April 7, 1958

From J. J. Roper, AC&S, Boston

Subject James R. Shepard

PERSONAL

Dear Jim:

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

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

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

EF

John

FORM 3150

STANDARD FORM FOR
Employer's First Report of Injury

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

FEB 7 1958 REPORTED

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

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

State's Number	File:
For:	Carrier:
	Employer:
Carrier's File No.	

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

Employer

1. Name of Employer Armstrong Cork Company
2. Office address: No. and St. 270 First Avenue City or Town Needham Heights State Mass.
3. (a) State name of insurance company with whom you are insured to provide payment to injured employees under th Workmen's Compensation Act THE TRAVELERS INSURANCE COMPANY
   (b) If not so insured, give number of employees on date of this report
4. Give nature of business (or article manufactured)

Time and Place

5. (a) Location of plant Boston Edison Co. Department
   (b) Place where injury occurred (c) State if injury occurred on or off employer's premises
6. Date of Injury 19 Day of week Hour of day A.M. P.M
7. Date disability began 19 A.M. P.M. 8. Was injured paid in full for this day
9. When did you or foreman first know of injury 1-21-58
10. Name of foreman George Andersen

Injured Person

11. Name of injured James P. Sheard (First Name) (Middle Initial) (Last Name)
12. Address: No. and St. 16 Gordon Street City or Town Dorchester State Mass.
13. Check (√) Married x, Single, Widowed, Widower, Divorced; Male x, Female
14. Age 59 Did you have on file employment certificate or permit
15. (a) Occupation when injured Pipe Coverer (b) Was this his or her regular occupation Yes
    (If not, state in what department or branch of work regularly employed)
16. (a) How long employed by you 7 weeks (b) Piece or time worker time (c) Wages per hour $ 3.42
17. (a) No. hours worked per day 8 (b) Wages per day $ 27.36
    (c) No. days worked per week 5 (d) Average weekly earnings $ 136.80
    (e) Where applicable give number of meals furnished employee each week, and estimated value per day, week, o month of any lodging, fuel or other advantages furnished employee

Cause of Injury

18. Machine, tool or thing causing injury 19. Kind of power (hand, foot, electrical steam, etc.) 20. Part of machine on which accident occurred
21. (a) Was safety appliance or regulation provided (b) Was it in use at time
22. Was accident caused by injured's failure to use or observe safety appliance or regulation
23. Describe fully how accident occurred, and state what employee was doing when injured
    Man was employed by us from Sept. 17, 1957, to Nov. 1, 1957
    We have no record of any accident on job.
    Was applying pipe covering and block at above job
24. Names and addresses of witnesses

Nature of Injury

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

Fatal Cases

30. Has injured died If so, give date of death

Firm name Signed by Official Title

Date of this report

C-7340 1-55 Printed in U.S.A.