

February 14, 1961

Mr. J. E. Linster
Vice President - Claim Department
Employers Mutual Liability Insurance Company of Wisconsin
Wausau, Wisconsin

Reference: [REDACTED] Electric Storage
Battery Company
File Number A24-46670

Dear Mr. Linster:

I have reviewed the record of Mr. [REDACTED] which you forwarded with your letter of February 3rd, 1961. I shall endeavour to reply to the two questions raised.

(1) First with reference to the causation of the optic atrophy. You have the opinion of various experts to the effect that this lesion was caused in all likelihood by the absorption of lead. No one is in position to say certainly that this was the case; on the other hand no one can prove that this was not the case, and that some other factor was responsible. Under the circumstances that surround this case, it is not necessary for the claimant to prove that lead was the etiologic factor; rather, in order to resolve the issue, it would now be necessary to disprove the relationship of lead to the lesion. This cannot be done. Consequently, what I have to say further is of academic rather than of practical, significance.

The principal reason for doubting the influence of lead in this case is the time at which vision began to fail. If this had developed during the period when Mr. [REDACTED] was working under conditions of exposure to lead, one could not have avoided the conclusion that lead might well be responsible for the optic atrophy. However, there is no evidence of visual impairment until around February of 1960 (more than 2 years after the termination of his work at Exide). Since he had much larger quantities of lead in his body (if the absorbed lead was derived from his occupational exposure to lead) at the time he left this employment (1957), then he had in February 1960, one has a right to suspect that lead may not have caused the atrophy. On the other hand, the therapy with E.D.T.A. seems to have demonstrated the presence of considerable quantities of lead in Mr. [REDACTED] body in 1960. (I gravely distrust these results, and I believe they have been and are being misinterpreted, but nothing can be done now to discredit them. I have never seen large quantities of lead in the body of a patient so long after the termination of his exposure, and I don't believe these data are correct. Unfortunately, the Boston group will not come around to the viewpoint (which is commonly accepted elsewhere on excellent evidence) that it is necessary in these cases to analyse the blood. Moreover, they still believe, despite the contrary evidence, that lead remains locked up in the skeleton for long periods of

Mr. J. E. Linster

- 2 -

February 14, 1961

time. Certainly it is slow in being metabolized and excreted, but it begins to decrease from the moment the abnormal exposure terminates, and in two years time, most of it has been eliminated). However, there you are, and you are stuck with the conclusion that has been arrived at and recorded.

(2). The second question can be answered adequately, from the aspect of fact, but I cannot vouch for the application of the law. The injury to this man's optic nerve, if due to lead, is the result of his absorption of lead (according to the doctors who have seen and taken care of him) during his employment at Electric Storage Battery Company. There is no suggestion in the record that there was any further exposure to abnormal quantities of lead after the termination of this employment. In my book, therefore, and I repeat for emphasis, if the optic atrophy resulted from the absorption of lead, it resulted from Mr. Conway's employment. From the medical viewpoint it does not matter when this lesion came to be known. In any case, it was the result of employment which resulted in the absorption of a dangerous quantity of lead. Incidentally, the evidence which you sent me fully confirms the dangerous character of the exposure. The results obtained by Hervey Elkins over the years establish that fact clearly.

I would say, therefore, that in all good sense and equity, the company which insured Exide during the period when this toxic absorption occurred, is responsible. This may or may not fit the legal consideration in this case, but it is the only logic that I can apply to it. Any other medical interpretation would have to derive from the absorption of lead from some other source, after termination of employment at Exide.

I trust that my interpretation of these matters is clear and sufficient for your purposes.

I shall look forward to seeing you in Denver.

Cordially yours,

Robert A. Kehoe, M. D.

RAK:ss

Enclosures

THE KETTERING LABORATORY
COLLEGE OF MEDICINE
EDEN AVENUE
CINCINNATI, 19, OHIO

IN ACCOUNT WITH

DR. ROBERT A. KEHOE

February 14, 1961

 v Electric Storage
Battery Company
File Number A24-46670

TO Services rendered by reporting on
the above claim.....

\$25.00

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Wausau, Wisconsin