FILE NAME: Maryland Casualty Company (MCC)

DATE: 1934 July 28

DOC#: MCC010

DOCUMENT DESCRIPTION: Article from The Weekly Underwriter - Disease or Injury-Occypational Disease-Negligence [Legal Case]

Published every Saturday by the Underwriter Ptg. and Pub. Co., 80 Maiden Lane, New York, N. Y. Subscription—Five Dollars per annum in advance. Single copies, 25 cts. Canadian subscription, $8 per annum.

The Weekly Underwriter

ESTABLISHED 1859

This paper is indexed in The Industrial Arts Index

Entered as Second Class Matter March 28, 1880, at the Post Office at New York, N. Y., under the act of March 3, 1879.

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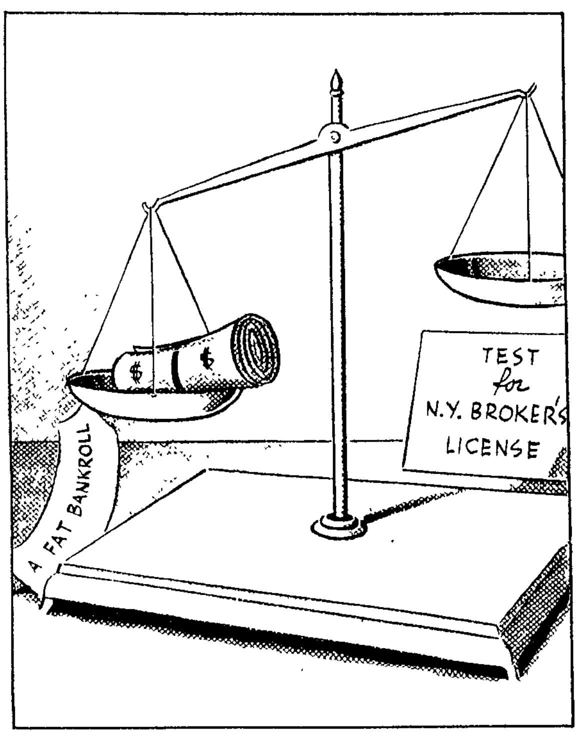
Vol. 131 — SATURDAY, JULY 28, 1934 — No. 4

Semi-Annual Index

Accompanying this issue as Part Two is our regular semi-annual index which makes available hundreds of items of insurance interest published in this publication during the first half of the year. This compilation is a valuable reference work and is frequently used by readers to look up topics upon which they desire to refresh their minds.

Dan Cupid Back in Form

Of general insurance interest is the survey just completed by the Metropolitan Life which shows that, his activities curtailed for sometime by the economic depression, Dan Cupid has flashed back in old time form and, as a result, the number of marriages gained in every section of the country for the first half of the year. From 1929 to 1932, in the States covered by the survey, the marriage rate dropped 7.5 per cent from normal but the rate increased 4.3 per cent in the same States late last year and this increase held for the first six months of 1934, the statistics show. Improved economic conditions in Chicago resulted in 407 divorce suits being withdrawn, Judge C. J. Harrington of that city announces. Something has happened to change the marriage ideas of co-eds attending the University of California at Los Angeles who this year admit by a large majority that they prefer marriage to a career. Last year the vote was just about the reverse. Every town clerk in the country, according to the survey, reports "the biggest June for marriage applications since 1929" with Chicago having 5,145 June weddings compared with 3,754 last year. Even in Reno, the divorce mill of the nation, Cupid triumphed in June there being 621 weddings against 220 divorces. Officials asked in the Metropolitan's survey to account for the change agreed that re-employment, increased earnings and better business prospects was the answer. This survey is good news for the insurance business—and every other business. Newly-weds, experience shows, are the best type of prospects for various kinds of insurance, starting with wedding gifts. It's the success of Dan Cupid, after all, that makes the world go 'round.



HARDLY A QUALIFICATION

Bus Regulation

As a result of the shocking bus accident at Ossining, N. Y., Gov. Lehman plans legislation to protect travelers who use this mode of transportation. Rigid inspection of buses used in New York city was ordered by Mayor LaGuardia who termed the ownership of these machines as "elusive and irresponsible" in many instances. Following the Ossining mishap, the police were unable to locate the owner of the bus. It bore New Jersey markers but inquiry at the address of the concern supposed to own the machine, which was a garage, elicited the information that the owners simply called for their mail at that location. It appears the total insurance carried on the bus was $5,000—a sum wholly inadequate to compensate the dependents of those whose lives were snuffed out. This accident, while one of the most serious, climaxed a number of bus crashes throughout the country in the past few months. The owners of these conveyances have a definite responsibility to the public and the authorities should see that State and municipal regulations are strictly adhered to. Testimony of those who escaped at Ossining was to the effect that the driver, previous to the car getting out of control, complained that the brakes were out of order. In all probability the New York legislature will pass whatever new laws Gov. Lehman asks but laws are useless unless enforced and the tragedy at Ossining again demonstrates the care that must be exercised in the transportation of passengers by motor buses.

Can't Stop U. S.

Notwithstanding all the conservatism of the standpatters and the radicalism of the radicals nothing can prevent the United States from resuming normal economic conditions in the very near future, Dr. S. S. Huebner, of the University of Pennsylvania, told the Indiana Chapter of Chartered Life Underwriters. Dr. Huebner, who is widely known throughout the insurance fraternity for his accurate economic prognostications, discussed the economic situation at some length before the C. L. U. men and then made the above prediction which, needless to say, was enthusiastically acclaimed by his audience.

was riding seven cars back from the engine and got off at the switch to get the engine as it ran around the cars; that he stepped upon a piece of coke which rolled under his foot, and fell backward hitting his head upon a rail. After the cars were weighed, in which operation claimant assisted, they were put in the cokeyard. The movement was entirely local within the switchyards. He testified that he did not know whether the cars went any place after they were weighed and placed upon another track nor did he know how long they remained after they were put there. He did not assist in making any delivery to any connecting railroad, had no waybills for the cars, and "it was just a local switching movement within the yard." Upon cross-examination plaintiff testified that at the time of the accident the cars were going to the scales loaded with coke which was going to the yard, that "some of it goes to South Chicago, some of it goes up for the furnaces." Claimant also testified that at the time of the injury he was engaged in miscellaneous switching and all of his work was up at the coke ovens and in the switchyard; that the nature of his work was switching cars and working on a switch engine. The Industrial Board dismissed the application for the adjustment of claim for compensation on the ground of lack of jurisdiction. Claimant appealed.

Held, that Section 2 of the Workmen's Compensation Act provides that the act shall not apply to railroad employees "engaged in train service." Section 19 provides that the act shall not apply to employees engaged in interstate or foreign commerce, nor to their employers in case the laws of the United States provide for compensation or for liability for injury or death by accident of such employees. The railroad employee claiming compensation has the burden of showing that he comes within the Workmen's Compensation Act and therefore that he was not engaged in train service or interstate transportation at the time of the injury. The evidence conclusively showed that claimant was engaged exclusively in switching cars from one part of the local yard to another, and at no time was engaged in train service. The term "train service" should be construed to include employees who are actually engaged in the movement of trains which means a connected line of cars or carriages on a railroad being transported from one terminal to another. This does not mean a mere movement of cars in a switchyard either for the purpose of making up trains or placing them in one part of the yard from another. Claimant was engaged exclusively in the local movement of cars loaded with coke which had been picked up at the coke ovens and which were eventually placed within the railroad yards. As claimant's service was exclusively within the yards as switchman he could not be said to be engaged in interstate commerce within the meaning of the Workmen's Compensation Act. Award denying petition for adjustment of claim reversed.

Award of the Industrial Board here reversed by the Appellate Court of Indiana.

190 North Eastern 879. (June 22, 1934.)

North Carolina

McNeely v. Carolina Asbestos Co.

Disease or Injury—Occupational Disease —Negligence

Plaintiff brought a common law action to recover damages alleging that he was employed by the defendant as a spinner from December, 1929, to March, 1931; that the room in which he worked was improperly ventilated; that the atmosphere therein was impregnated with fine asbestos dust; that such dust was permitted to accumulate by reason of the negligent failure of the defendant to provide a dust system or suction system, or to take any other precaution for the protection of the health of an employee, and that by reason of such negligence the inhalation of such dust impaired and destroyed his health, resulting in pulmonary asbestosis. Defendant denied the allegation of negligence and alleged that both plaintiff and defendant were operating under the North Carolina Workmen's Compensation Act, and that the rights and remedies conferred by the act were exclusive of all other rights and remedies. On the trial the plaintiff testified that he had been working for the defendant for about fifteen months, and that his duties required him to work in a room filled with asbestos dust which was poorly ventilated. He further testified that when he entered the service of the Carolina Asbestos Company the condition of his health was good, and that during the first ten months he worked for the defendant company he never lost a day and during the last five months he got to coughing and at the time he quit he was not able to work. A physician examined as a witness for plaintiff testified that plaintiff was suffering with pulmonary asbestosis. At the conclusion of the evidence for the plaintiff the trial court sustained a motion of non-suit. Plaintiff appealed.

Held, that both employer and employee are presumed to have accepted the North Carolina Workmen's Compensation Act. As the evidence disclosed that at all times the defendant had in its employ more than five employees the jurisdictional question was not involved. Section 8081 (i), Code 1931 provides that "'injury and personal injury' shall mean only injury by accident arising out of and in the course of the employment, and shall not include a disease in any form, except where it results naturally and unavoidably from the accident." The term occupational disease has been defined as a disease contracted in the usual and ordinary course of events which from the common experience of humanity is known to be incidental to a particular employment. The allegation and the proof of the plaintiff established the fact that his injury was caused by the negligence of the employer and hence was not "the usual incident or the result of a particular employment in which the workman is engaged." The word "accident" has been defined as an unlooked for and untoward event which is not expected or designed by the person who suffers the injury. As used in the North Carolina Workmen's Compensation Act the expression "injury by accident" refers to an injury produced without the design or expectation of the workman. The unforeseen and therefore accidental inhalation of deleterious matter cannot be deprived of its accidental quality by the mere consideration of whether it took five days or five months to produce the same result. The injury alleged in the complaint was compensable and therefore the trial court properly directed a verdict for the defendant. Judgment affirmed.

Judgment of the Superior Court, Mecklenburg County, here affirmed by the Supreme Court of North Carolina.

174 South Eastern 509. (May 23, 1934.)