

JAMES CHAPMAN & CO
SOLICITORS

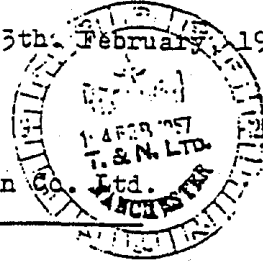
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23. JOHN DALTON STREET,
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QUOTE
OUR REF Mc/B.

13th February 1957.



Dear Mr. Jones,

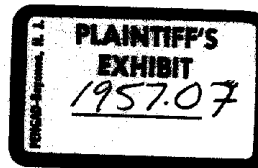
re: Newalls Insulation Co. Ltd.
- C. Coyle.

I last reported to you in this case on 25th. August. We have since had one or two letters from the Workman's Solicitors inquiring when we proposed to discuss this matter and having put them off for as long as possible I ultimately arranged to meet the Solicitors in Glasgow yesterday.

I spent nearly two hours with the Solicitors who met me by saying they had some very bad news as they only learned a week ago that the Workman Coyle died on 8th. November 1956. The Widow had not told the Solicitors and there was no Inquest and no Postmortem examination.

The Certified cause of death was
Pneumoconiosis and Myocarditis.

The Solicitors are concerned about their position because apparently this case came to them through a Parish Priest as the Solicitors are Irish Roman Catholics and do quite a lot of work for that Community. It was originally their intention to apply for a Legal Aid Certificate to enable them to prosecute a claim on behalf of the Workman, and they now intend to do the same for the Widow. The Solicitors had prepared themselves for the meeting by reading a number of decided cases and having the reports neatly assembled to quote to us. It was fortunate that in the main they were English reports and the Solicitor, Mr. McGettigan, was a little surprised to find that I was able to tell him more about the different cases than he knew himself. He had approached this case as so many people do by assuming that merely because the Workman had contracted Pneumoconiosis he was of right entitled to damages for unless the Employers had been in breach of their duty the man could



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not have contracted the disease.

He ultimately had to concede that this case does not involve any question of Statutory Duty and the only issue is as to whether or not the Employers had provided suitable masks. There previously had been a lot of useless discussion about dust extraction plant but Mr. McGettigan really did not know what he was talking about. It was evident from the fact that at one stage he suggested there could be some kind of portable dust extraction plant which could be taken on to ships.

The substantial complaint which had been originally made by the Workman was that masks with which he had been provided were unsuitable because dust got inside the mask. The Makers were a firm named Roberts of Leeds.

I was able to satisfy the Solicitor that we had what he himself had to describe as a formidable case. I told him that you were prepared to contest to the uttermost any allegations of negligence but if satisfied that the case was a deserving one you would be prepared to make a sympathetic payment of an amount which would otherwise be expended in costs. It was interesting to note that the Solicitor was most impressed when I told him that the Employers' confidence in their safe system of work was such that they did not trouble to insure against this risk and so he was dealing not with an Insurance Company but with Employers direct.

The Workman was at the date of his death 49 years of age and he leaves as dependants a Widow of about the same age and it is thought two children. I have asked for production of the Marriage Certificate and full particulars of any alleged dependency by children. The Workman left Messrs. Newalls in early January 1954 when he was redundant and thereafter he obtained similar employment with Millers Insulation earning it is thought about £14. a week but he could not continue in this employment and so obtained work as a Slinger with Messrs. Stewart & Lloyds. I have asked for particulars of his earnings in this employment.

The claim with which we will be confronted here is firstly a claim for loss of wages and pain and suffering of the man from April 1955, when he had to give up all employment, until his death in November 1956. The gross loss of wages must be in the region of £750., perhaps a little more, but then has to be deducted 50% of any

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Insurance Benefits. In addition the Widow has a claim under the Fatal Accidents Act for her pecuniary loss and such claim will, assuming liability, have a verdict value of £3,000. up to £3,500.

Thus looking at the claim broadly it is one involving total damages of not less than £4,000.

The Solicitor is in real difficulties because (a) he does not now have the evidence of the man himself, (b) he does not seem to me to be the energetic or enthusiastic type who will conduct close investigation and search for evidence from other Workmen, and finally (c) he does not really understand this case because he has never properly applied his mind to the real issues and conducted investigation but has been content to take some notes of evidence from the Workman, obtain a medical report and do very little more apart from write some formal letters.

The discussion closed by my telling the Solicitor, Mr. McGettigan, that if satisfied that this was a deserving case you might be prevailed upon to make a payment of as much as £500. and the Solicitors' reasonable costs rather than expend the money on litigation. I could not make any firm promise to him because more information was required and I then have to consult with you, but I made it plain that if this sympathetic approach to the case was misunderstood and proceedings were instituted then both he and his Client would have a hard fight on their hands.

I will report to you again when I have further information.

Yours sincerely,

Arthur E. McKenna

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