

FILE NAME: Insulators Workers' Comp Claims (IWC)

DATE: 1961

DOC#: IWC039

DOCUMENT DESCRIPTION: Claimant - Kingston, George A.

INTER/

OFFICE COMMUNICATION

Closed

Armstrong
CORP. COMPANY

To Wallace B. Hofferth, Insurance Department, Lancaster
From F. M. Downey, Building Materials Operations, Minneapolis
Subject George A. Kingston
Notice of Filing
Decision of Referee
Award on Stipulation

Apr. 25, 1963

M.L.H. APR 29 1963

Attached are the above papers on the case of George A. Kingston, who claimed to have contracted "asbestosis" while in the employ of our company as well as several others.

HC

FD

enc.

*Not sent
Already said
notification*

STATE OF MINNESOTA
Industrial Commission of Minnesota
 Division of Workmen's Compensation
 STATE OFFICE BUILDING, ST. PAUL 1

File No. 112920
 Record No. 5355C

NOTICE OF FILING
 DECISION OF REFEREE

George A. Kingston

Employee,

vs.

Sprinkmann Sons Const. Co. Ltd., et al

Employer,

and

Employers Mutuals of Wausau, et al

Insurer.

TO THE ABOVE NAMED PARTIES AND THEIR ATTORNEYS:

PLEASE TAKE NOTICE that hereto attached and herewith served upon you is a true and correct copy of the decision of the referee filed with this commission in the above entitled matter on the 20th day of March, 1963.

INDUSTRIAL COMMISSION OF MINNESOTA,

By

Dated at St. Paul, Minnesota,

Secretary,

E.D. McKinnon

March 20, 1963.



STATE OF MINNESOTA
INDUSTRIAL COMMISSION
DIVISION OF WORKMEN'S COMPENSATION
ST. PAUL 1

File No. 112920
Record No. 53550

AWARD ON STIPULATION

George A. Kingston,

Employee,

vs

1) Sprinkmann Sons Const. Co. Ltd.
and/or Sprinkmann Sons Corp.

2) F. S. Lamson Company

3) Riggs Distler & Co., Inc.

4) Armstrong Cork Company

5) Asbestos Insulation & Supply Co.

6) A. H. Bennett Company

7) Insulation Services, Inc. and/or

8) Asbestos Products, Inc.

9) Smith-Sharpe Company

1) Employers Mutuals of Wausau

2) Unknown

3) Unknown

4) Standard Accident Insurance Co.

5) Unknown

6) a) Central Surety Ins. Corp.
b) Manufacturers Casualty

7) a) American Mutual Liability
b) Travelers Insurance Co.

8) a) Anchor Casualty Company
b) Bituminous Casualty Corp.

9) Anchor Casualty Company

The above entitled matter came on for hearing before the undersigned referee of the Industrial Commission, pursuant to due notice, at Minneapolis on March 25 and 26, 1963, and on said latter date the parties advised that they had reached an agreement and dictated a stipulation for settlement into the record, a copy of which is hereto attached and made a part hereof. The referee has considered the pleadings, the testimony taken, and the stipulation, and finding the facts recited in said agreement to be true and that the same is in substantial accord with the provisions of the workmen's compensation law of Minnesota,

NOW, THEREFORE, IT IS ORDERED That F. S. Lamson Company, employer, and the Travelers Insurance Company be and the same are hereby dismissed.

NOW, THEREFORE, IT IS CONSIDERED AND DETERMINED That this employe is entitled to and he is hereby awarded compensation against the above named employers and insurers in the due and payable one lump sum without interest deduction of \$13,500.00 representing 300 weeks at \$45.00 per week, payable as follows:

Anchor Casualty Company \$3,375.00 to Robins, Davis and Lyons of St. Paul as stipulated attorneys' fees, which when paid shall constitute complete satisfaction for all legal services rendered herein, and \$775.00 to employe.



Employers Mutual Liability Insurance Company the sum of \$4,150.00 to employee.

American Mutual Liability Insurance Company the sum of \$2,750.00 to employee.

Central Surety and Insurance Corporation the sum of \$800.00 to the employee.

New Amsterdam Casualty Company the sum of \$350.00 to employee.

Manufacturers Casualty Insurance Company the sum of \$350.00 to employee.

United States Fidelity and Guaranty Company the sum of \$250.00 to employee.

Bituminous Casualty Corporation the sum of \$700.00 to employee.

And, in addition, reimbursement by Standard Accident Insurance Company the sum of \$1,500.00 to employee for payment by him of medical, hospital, and related expense. Said payments when made shall constitute full, final, and complete settlement of any and all claims of any character or description, including compensation, medical, hospital, and related items, resulting from employee's temporary total or other disabilities claimed to have been the result of occupational diseases of asbestosis or silicosis or otherwise incurred while in the employ of the above named employers from 1919 to October 2, 1959.

IT IS FURTHER ORDERED That all petitions filed herein be dismissed.

GH:rc

GEORGE HOTTINGER
Referee for
INDUSTRIAL COMMISSION OF MINNESOTA

Dated at St. Paul, Minnesota,
this 27th day of March, 1963.

WBH

"Asbestos"

INTER/
OFFICE COMMUNICATION



To Wallace B. Hofferth, Insurance Department, Lancaster

January 28, 1963

From F. M. Downey, Building Materials Operations, Minneapolis

Subject George A. Kingston, Petitioner
Notice of Hearing

W.L.H. JAN 30 1963

Attached is a notice from the Industrial Commission of Minnesota regarding the dates of the hearing in the case of the above individual who claims to have contracted "asbestosis" while in the employ of our company as well as several others.

FD

FD

enc.

STATE OF MINNESOTA
INDUSTRIAL COMMISSION OF MINNESOTA
Division of Workmen's Compensation
State Office Building, St. Paul 1

March 25 ALL DAY HEARING
March 26 ALL DAY HEARING
March 27 ALL DAY HEARING

File No. 112920
Record No. 5355C

RECEIVED
JAN 22

ORDER OF REFERENCE
AND
NOTICE OF HEARING

ARMSTRONG CORK COMPANY
MINNEAPOLIS, MINNESOTA

George A. Kingston Employee,

1. Sprinkmann & Sons Const. Co. Ltd. and/or Sprinkmann Sons Corp. 2. F.S. Lamson Co. 3. Riggs Distler & Co. 4. Armstrong Cork Company 5. Asbestos Insulation & Supply 6. A.H. Bennett 7. Insulation Services and/or Insulation Services of Minn. 8. Asbestos Products 9. Smith & Thorne Co. and
1. Employers Mutuals of LaSalle 2. Unknown 3. Unknown 4. Standard Accident 5. Unknown 6. a) Central Surety b) Manufacturers Casualty 7. a) American Mutual Liability b) Travelers 8. Anchor Casualty b) Bituminous Casualty
9. Anchor Casualty Company

TO THE ABOVE NAMED PARTIES:

PLEASE TAKE NOTICE that, issue having been joined in the above entitled matter as required by the Workmen's Compensation Law, now therefore

IT IS ORDERED that said matter be referred to George Hottinier a Referee for this Commission, to hear the same and make such findings of fact and determination as may be required by law upon the evidence produced.

YOU WILL FURTHER TAKE NOTICE that said hearing will be held at 415 Produce Bank Building
100 North 7th Street, in the City or Village of Minneapolis, in Hennepin County, Minnesota, on the 25, 26, 27 day of March, A. D. 1963, commencing at 9:00 o'clock in the fore noon of said day or as soon thereafter as the matter may be heard. THREE FULL DAYS

INDUSTRIAL COMMISSION OF MINNESOTA,

Dated at St. Paul, Minnesota,

January 21, 1963.

By _____ Secretary
E. D. McKinnon

Asbestos Claim 2-1-63
WBSH

January 25, 1963

Mr. Lee Scott
Armstrong Cork Company
Building Materials Division
4539 Hiawatha Avenue
Minneapolis, Minnesota

W.L.R. JAN 29 1963

Dear Lee:

Subject: George A. Kingston, Petitioner

As per our telephone conversation today, I would suggest that you send the summons you have received regarding subject individual having contracted "asbestosis" while in the employ of the Armstrong Cork Company to Mr. Wallace B. Hofferth, Assistant General Manager of your Insurance Department at Lancaster. Mr. Hofferth and Mr. William P. Noble, Jr., Legal Department, Secretary's Office, Lancaster have been jointly handling this case since it first came to our attention in October, 1962.

As stated before, we feel that Armstrong Contracting & Supply Corporation is not involved in this matter since the dates of employment under the Armstrong Cork Company were 1946, 1947 and 1949. As you know, our files are kept for seven years, and then destroyed. We are not able to check the employment record of this man in any manner from files in our local office.

1/28/63
WBSH

Very truly yours,

ARMSTRONG CONTRACTING & SUPPLY CORP.

PES

R. V. Unbehoecker

cc: Fred L. Gardner, Lancaster
M. P. Kottmeier, Chicago
William P. Noble, Jr., Legal Dept.
Armstrong Cork Co., Lancaster
Wallace B. Hofferth, Insurance Dept.
Armstrong Cork Co., Lancaster

December 19, 1962

Mr. James A. Leason
Claim Representative
Standard Accident Insurance Company
Claim Department
816 Second Avenue, South
Minneapolis 2, Minnesota

Dear Mr. Leason:

Subject: 32-C 340383 - Armstrong Cork Company et al
George A. Kingston (Employee in years 1946-1947-1949)

This is in answer to the questions raised in your letter of November 16 addressed to our former plant location in Camden, New Jersey.

Cork pipe covering and cork board production was discontinued in our Camden, New Jersey, Plant in 1953 and the plant was subsequently sold on December 30, 1955. Some of the production facilities were transferred to our Beaver Falls, Pennsylvania, Plant and cork pipe covering and cork board was manufactured there until 1959 when production of all cork products at this plant was discontinued.

We believe this is the information you are seeking although we find it difficult to associate it with a workmen's compensation claim based on silicosis.

Very truly yours,

Wallace B. Hofferth
Assistant General Manager
Insurance Department

SLK

WCH

INTER /
OFFICE COMMUNICATION

Armstrong
CORK COMPANY

December 17, 1962

To W. B. Hofferth
From P. D. Little
Subject George A. Kingston

The attached letter of November 16, 1962, from Standard Accident Insurance Company addressed to Armstrong Cork Company, Camden, N. J., was received by us on December 5.

12/17/62 WSK
We have not been able to locate any records of a George A. Kingston as employed in any Armstrong units including the Armstrong Contracting & Supply contract group. Records for hourly paid employees in plants and for Armstrong Contracting & Supply contract employees are not retained after a ten year period, hence, we cannot say that Kingston was or was not employed by Armstrong Cork Company in the years indicated in the letter.

RJE

Enclosure

F.W.L.

under

Production discontinued 1953

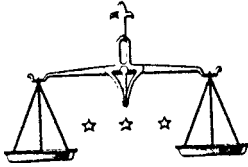
Plant sold 12/30/1955

Beaver Falls 1959

Prod. discont.

Let's 12-5-62 - MLC

L. K. KIRK, President



Standard Accident Insurance Company

INCORPORATED 1884

CASUALTY • FIRE • MARINE • FIDELITY • SURETY

PHONE FEDERAL 3-4421

L. M. PROBST
CLAIM MANAGER

CLAIM DEPARTMENT
816 SECOND AVENUE, SOUTH
MINNEAPOLIS 2, MINN.

FRED L. GRAY CO., NORTHWESTERN MANAGERS

Nov. 16, 1962

Armstrong Cork Company
Camden, New Jersey

Gentlemen:

Re: 32-C 340383 - Armstrong Cork Co. et al
Geo. A. Kingston (employee in years 1946-1947-1949)

On November 14, 1962 I contacted Miss Florence Downey of the Minneapolis office of the Armstrong Cork Co. pertaining to the question of where the cork products are manufactured. Does your company at your New Jersey address still manufacture the cork coverings and/or boards or has that been changed to some firm in Chicago, Illinois?

The reason we are inquiring is because there is a workmen's compensation claim made of an employee who was employed in the years of 1946, 1947 and 1949 in which the said claimant has incurred silicosis.

Enclosed for your convenience is a self-addressed envelope.

Thank you very much.

Very truly yours,

James A. Leach
JAMES A. LEACH
Claim Representative

JAL:hb
enc.

Standard Accident Insurance Company, Detroit

Pilot Insurance Company, Toronto

Mr. Walter H. Sinner
4427 N. E. Monroe St.
Minneapolis, 21, Minn.

Nov. 16, 1962

Dear Mr. Sinner:

Re: 32-C 340333 - Armstrong Cork Co.
Geo. A. Kingston - Employee in years 1946-1947-1949

On November 6, 1962 I contacted you pertaining to Geo. A. Kingston, who was in the employe of the Armstrong Cork Co. in 1949. I appreciate the information you were able to give me as far as your memory could recollect.

Enclosed with this letter is a letter that we received from our workmen's compensation attorney, Mr. C. A. Stark, who will be handling this workmen's compensation claim for our Company in a future hearing. At the paragraph that I have indicated in pen, this may cause an inconvenience but if there is any question on this, would you please be so kind as to contact Mr. C. A. Stark at the telephone number listed please.

Again thank you very much for your help in this matter.

Very truly yours,

JAMES A. LEAON
Claim Representative

AL:hb
enc.



KEASBEY & MATTISON COMPANY

Manufacturers of Asbestos, Asphalt and Heat Insulating Products

AMBLER, PENNSYLVANIA

*Philadelphia Area Code 215
Mitchell 6-4000*

November 19, 1962

Standard Accident Insurance Company
816 Second Avenue, South
Minneapolis 2, Minnesota

Attention: Mr. James A. Leason,
Claim Representative

Re: No. 32-C 340383 - Armstrong Cork Company
George A. Kingston - Employee Years of 1946-1947-1949

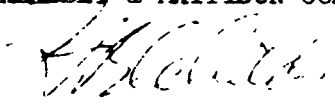
Gentlemen:

We have your letter of November 16, 1962 referring to various asbestos contents in products apparently manufactured by this company. Keasbey & Mattison is in the process of dissolution, and we have very few people, none of whom is technical, that could answer questions asked in your letter. Furthermore, your letter is to indefinite for us to tie down the product that you are talking about.

We are sorry we cannot answer your inquiry.

Very truly yours,

KEASBEY & MATTISON COMPANY


H. B. Childs,
Secretary

HBC:MO

Nov. 16, 1962

Kisbey and Mattison Company
Amber, Pennsylvania

Gentlemen:

Re: 32-G 340383 - Armstrong Cork Co.
Geo. A. Kingston - employee years of 1946-1947-1949

We are the insurance carrier for the Armstrong Cork Co. whose operations are located throughout the country.

A workman's compensation claim has been made against our named insured in which we are assuming the investigations as their carrier. The claimant alleges a silicosis injury.

Would you please be so kind as to advise us what proportion of the asbestos covering that you manufacture (which we suppose is a form of paper) is asbestos and how much dust there would be per million cubic units of air if this were released into the air? I believe the same information would also apply to asbestos paste or material that is used to apply it as well. This is, of course only for our information and if it is necessary, we may not need to reveal this information, but it would be a good background for our compensation attorneys in handling this claim. Our attorney Mr. C. A. Stark of Minneapolis, Minnesota states that it is his belief that there is very little free asbestos dust per cubic foot of air when this material is being used in some kind of a wet paste to be applied to pipes and other materials that are used in the cooling or heating or refrigerating systems.

Enclosed for your convenience is a stamped self-addressed envelope.

Thank you very much.

Truly yours,

JAMES A. LEACH
Claim Representative

JAL:hb
enc.

November 19, 1962

Mr. James A. Leach
Claim Representative
Standard Accident Insurance Company
816 Second Avenue, South
Minneapolis 2, Minn.

Dear Mr. Leach:

Subject: 32-C 340383 - Armstrong Cork Company
George A. Kingston - 1946 - 1947 and 1949

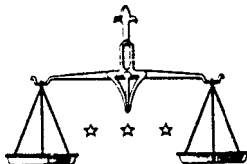
We wish we could comply with your request for payroll information, but our retention of records schedule on payroll records is seven years and all records prior to 1955 have been destroyed. Unfortunately, there are no other records available which would assist you in your defense of the claim.

Very truly yours,

Wallace B. Hofferth
Assistant General Manager
Insurance Department

SLK

L K KIRK President



Standard Accident Insurance Company

INCORPORATED 1884

CASUALTY • FIRE • MARINE • FIDELITY • SURETY

L. M. PROBST
CLAIM MANAGER

CLAIM DEPARTMENT
816 SECOND AVENUE, SOUTH
MINNEAPOLIS 2, MINN.

PHONE FEDERAL 3-4421

FRED L. GRAY CO., NORTHWESTERN MANAGERS

Armstrong Cork Company
Home Office Operations
Lancaster, Pennsylvania

November 9, 1962

Re: 32-C 340383 - Armstrong Cork Company
George A. Kingston - 1946-1947 and 1949

Gentlemen:

Our Claims Office in Minneapolis investigation ^{of} alleged complaint of silicosis suffered by George A. Kingston, who was an employee for the Armstrong Cork Company Minneapolis, Minnesota in 1946-1947 and 1949.

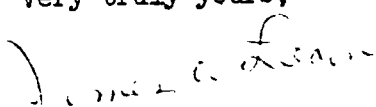
11/11/62 ✓
WGL If it is at all possible, our Attorney, who is handling this Workmen's Compensation claim in Minnesota, would like to have a copy of the payroll on this employee for all the time that he worked for them, plus the type of work that he did.

I know the number of years since this employment, is many, but if you could find any shred of records or evidence on this matter, we would greatly appreciate it.

Enclosed for your convenience is a self addressed envelope.

Thank you very much.

Very truly yours,


JAMES A. LEAON,
Claim Representative

JAL/cs
encl.





TELEPHONE: WEST 9-1671

6530 CAMBRIDGE STREET
MINNEAPOLIS 26, MINNESOTA

October 29, 1962

Legal Department
Secretary's Office
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Mr. Rohlf:

Subject: George A. Kingston, Petitioner
Notice of Filing Claim Petition

We are enclosing a notice of subject person filing claim petition, File No. 112920, Record No. 5355C from the Industrial Commission of Minnesota and the Employee's Supplemental Claim Petition on the letterhead of Robins, Davis & Lyons, Attorneys, St. Paul, Minnesota. You will note that Mr. George A. Kingston, having contracted a disease of asbestosis while in the employ of many insulation contractors, has filed a petition on October 16, 1962 with the Minnesota Industrial Commission as provided by law.

We do not feel that Armstrong Contracting & Supply Corporation is involved in this matter at all, since the dates of employment under the Armstrong Cork Company were 1946, 47, and 49.

A representative of the Standard Accident Insurance Company will be calling on you in the near future to go over this claim petition. Mr. James A. Leanon, the Minneapolis claim representative for Standard Accident has called on us and told me that he is having a Philadelphia representative trace this alleged employment record back through the Armstrong Cork Company's main office. I told him that the files were most likely destroyed, since we have a seven year policy on such things.

Very truly yours,

ARMSTRONG CONTRACTING & SUPPLY CORPORATION

R. V. Umbecker
R. V. Umbecker,
Branch Manager

FES

cc: Fred L. Gardner, Lancaster
D. D. Thompson, Seattle

STATE OF MINNESOTA
INDUSTRIAL COMMISSION OF MINNESOTA
Division of Workmen's Compensation
STATE OFFICE BUILDING, ST. PAUL 1

File No. 112920
5355C
Record No. _____

NOTICE OF FILING CLAIM PETITION

George A. Kingston

Petitioner,

1. Sprinkmann Sons Const. Co. Ltd. and/or Sprinkmann Sons Corp. 2. F. S. Larson Company 3. Riggs Distler & Co., Inc. 4. Armstrong Cork Company 5. Asbestos Insulation & Supply Co. 6. A. H. Bennett Company 7. Insulation Services, Inc. and/or Insulation Services Corporation, Inc. 8. Asbestos Products, Inc. 9. Smith Sharpe Company
1. Employers Mutual of Wausau 2. Unknown 3. Unknown 4. Standard Accident Insurance 5. Unknown 6. a) Central Surety Ins. Corp b) Manufacturers Casualty 7. a) American Mutual Liability b) Travelers Insurance Co. 8. a) Anchor Casualty Company b) Bituminous Casualty Corporation 9. Anchor Casualty Company

TO THE ABOVE NAMED EMPLOYER AND INSURER:

YOU ARE HEREBY NOTIFIED that hereto attached and herewith served upon you is a copy of a petition filed with the Industrial Commission of Minnesota on October 16, 1962, which petition will be heard by a referee of the Industrial Commission at a time and place to be hereafter fixed, notice of which hearing will be served upon you, as provided by law; and

YOU ARE FURTHER NOTIFIED that you are required to serve upon the petitioner or his attorney a verified answer to said petition and to file the original thereof with proof of such service within 10 days after the date of this notice.

The name and address of the petitioner's attorney is Robins, Davis & Lyons
1130 Minnesota Building
St. Paul 1, Minnesota

INDUSTRIAL COMMISSION OF MINNESOTA,

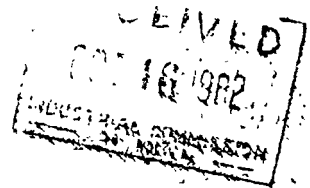
Dated: St. Paul, Minnesota,

October 18, 1962.

By _____, Secretary.

E. D. McKinnon

STATE OF MINNESOTA
INDUSTRIAL COMMISSION OF MINNESOTA
Division of Workmen's Compensation
STATE OFFICE BUILDING, SAINT PAUL 1



File No. 112920 EMPLOYEE'S SUPPLEMENTAL CLAIM PETITION
Record No. 5355C

George A. Kingston,

Employee.

-vs-

- | | |
|---|--|
| 1) Sprinkmann Sons Const. Co. Ltd.
and/or Sprinkmann Sons Corp.
833 Metropolitan Building
Minneapolis, Minnesota
and/or 330 Minnesota Building
Saint Paul 1, Minnesota | 1) Employers Mutuals of Wausau |
| 2) F. S. Lamson Company
928 Marquette Avenue
Minneapolis, Minnesota | 2) Unknown |
| 3) Riggs Distler & Co., Inc.
216 North Calvert Street
Baltimore 2, Maryland | 3) Unknown |
| 4) Armstrong Cork Company
4539 Hiawatha Avenue
Minneapolis, Minnesota | 4) Standard Accident Insurance Co. |
| 5) Asbestos Insulation & Supply Co.
310 Washington Avenue North
Minneapolis, Minnesota | 5) Unknown |
| 6) A. H. Bennett Company
825 Glenwood Avenue
Minneapolis, Minnesota | 6) a) Central Surety Ins. Corp.
Coverage - 2/1/51 - 2/1/55
b) Manufacturers Casualty
Coverage 2/1/55-2/1/56 |
| 7) Insulation Services, Inc. and/or
Insulation Services of Minn. Inc.
310 Endicott on Fourth
and/or 800 New York Building
Saint Paul, Minnesota | 7) a) American Mutual Liability
b) Travelers Insurance Co. |
| 8) Asbestos Products, Inc.
710 Raymond Avenue
Saint Paul, Minnesota | 8) a) Anchor Casualty Company
Coverage - 9/30/52 - 9/30/55
b) Bituminous Casualty Corporation
Coverage - 9/30/55 - 10/28/55 |
| 9) Smith-Sharpe Company
117 27th Avenue S.E.
Minneapolis, Minnesota | 9) Anchor Casualty Company |

TO: THE INDUSTRIAL COMMISSION OF MINNESOTA

Employee above named for his supplemental claim petition alleges the following facts:

ROBINS, DAVIS & LYONS
ATTORNEYS AT LAW

MINNESOTA

I.

Employee's address is 2617 West 70th Street, Minneapolis 23, Minnesota.

II.

Each and every employer named above employed the employee in employment which exposed him to the inhalation of asbestos dust and silica dust and the combined employments covered a period of more than ten years. Except for Riggs Distler & Co., Inc., each of the employers above named were localized in the State of Minnesota for the purpose of engaging in the commercial application and use of asbestos, asbestos products, fiberglass, rock wool, and various insulating materials for hot and cold surfaces in connection with the construction of commercial buildings, power houses, ships, water pipes and steam pipes.

III.

The dates of employment and the amount of earnings of the employee between July 1, 1943, the date of the inception of Minnesota's Occupational Disease Law and October 2, 1959, inclusive, were as follows:

<u>Year</u>	<u>Employer</u>	<u>Wage Rate/Hr.</u>	<u>Wages</u>	<u>Total for Year</u>
1943	Sprinkmann Sons	\$1.75	\$4410.01	\$4410.01
1944	Sprinkmann Sons	\$1.75	\$6315.65	\$6315.65
1945	Sprinkmann Sons	\$2.00	\$4621.47	
	F. S. Lamson Co.	\$1.75	\$ 360.65	\$4982.12
1946	F. S. Lamson Co.	\$1.75	\$ 149.31	
	Riggs Distler & Co.	\$1.75	\$2160.46	
	Sprinkmann Sons	\$2.00	\$ 643.20	
	Armstrong Cork Co.	\$1.75	\$ 629.48	\$3582.45
1947	Sprinkmann Sons	\$2.25	\$2320.80	
	Armstrong Cork Co.	\$2.00	\$2134.87	
	Asbestos Insulation & Supply	\$2.00	\$ 56.00	
	A. H. Bennett Co.	\$2.00	\$ 88.00	\$4599.67
1948	Sprinkmann Sons	\$2.50	\$6873.40	\$6873.40
1949	Sprinkmann Sons	\$2.60	\$4024.40	
	Armstrong Cork Co.	\$2.25	\$ 126.00	\$4150.40
1950	Sprinkmann Sons	\$2.70	\$6461.53	\$6461.53
1951	Sprinkmann Sons	\$3.00	\$8145.61	\$8145.61
1952	Sprinkmann Sons	\$3.25	\$4681.50	
	A. H. Bennett Co.	\$2.70	\$ 75.60	\$4757.10

<u>Year</u>	<u>Employer</u>	<u>Wage Rate/Hr.</u>	<u>Wages</u>	<u>Total for Year</u>
1953	A. H. Bennett Co. Insulation Services	\$2.70 \$2.95	\$1811.70 \$4205.69	\$6017.39
1954	Insulation Services Asbestos Products Smith-Sharpe Co.	\$3.25 \$3.25 \$3.00	\$2685.93 \$4095.00 \$ 134.40	\$6915.33
1955	Asbestos Products A. H. Bennett Co. Williams Insulation (Phoenix, Arizona)	\$3.25 \$3.00 \$3.35	\$5129.91 \$ 187.50 \$ 119.50	\$5436.51
1956	Martin Pipe & Boiler (Waterloo, Iowa) Western Machinery (Phoenix, Arizona)	\$3.50 \$3.50	\$1398.00 \$ 442.00	\$1840.00
1957	Western Machinery (Phoenix, Arizona) Owens Corning (Arizona)	\$3.65 \$3.65	\$ 965.25 \$ 260.25	\$1225.50
1958	Western Machinery (Phoenix, Arizona)	\$3.65	\$2646.00	\$2646.00
1959	Smith-Sharpe Co. (Belle Plaine, Minnesota)	\$3.86	\$1158.10	\$1158.10

IV.

On the 2nd day of October, 1959, employee, while working at his occupation as an asbestos worker for the Smith-Sharpe Company in Belle Plaine, Minnesota, became disabled from the occupational disease asbestosis, and the said employer, Smith-Sharpe Company, was the last employer who employed the employee in the employment to the nature of which the occupational disease of asbestosis was due and contracted. Since October 2, 1959, the employee has been totally disabled from pursuing any occupation which brings him an income by reason of said asbestosis and is in fact permanently and totally disabled.

V.

The employer, Smith-Sharpe Company, had due notice and knowledge of employee's disablement within ninety (90) days and said employer, among others, was duly served with a verified claim on or about September 19, 1961.

VI.

It is the employee's claim that his original disablement from the occupational disease asbestosis occurred on the 28th day of October, 1955, while in the employ of Asbestos Products, Inc. in Pine Bend, Minnesota, which disablement totally incapacitated employee for a period of several months. Employee submitted to a medical examination at the request of one of the insurance carriers of Asbestos Products, Inc. and was erroneously advised by the doctor for said insurance carrier that his symptoms were due to an "allergic asthma" unrelated to his occupation.

Employee, acting on this information and additional medical advice traveled to the State of Arizona to obtain relief, but neither medical treatment nor a change of climate for his alleged asthma materially helped his symptoms, principally shortness of breath, and employee found himself unable to pursue his occupation with any degree of regularity.

VII.

Whereas employee's annual earnings in 1954, the last full year he was able to work at his trade, were in the sum of \$6915.33, his earnings following disablement on October 28, 1955, were as follows:

December 1955	\$119.50
1956	\$1840.00
1957	\$1225.50
1958	\$2646.00
1959	\$1158.10
1960, 1961, 1962	None

VIII.

Following contraction of asbestosis on October 28, 1955, employee was forced to seek medical care and attention, hospitalization and drugs, which to date total the sum of \$2033.75. The employee will be required in the future to expend additional sums of money for drugs and medical care.

WHEREFORE, Pursuant to the Occupational Disease provisions of the 1957 Minnesota Workmen's Compensation Act, in particular but not limited to § 176.66(5), this employee petitions for an award for the total compensation and medical expenses

to date due from Smith-Sharpe Company, the employer who last employed the employee in the employment to the nature of which his occupational disease is due. If on the evidence such disability was contracted while employee was in the employment of a prior employer or employers, this employee petitions the Industrial Commission to take sufficient evidence so as to enable the employer who is made liable for the total claim to be granted an apportionment of such compensation among the several employers who, since the contracting of said disease, employed this employee in the employment to the nature of which his occupational disease is due.

Subscribed and sworn to before me
this 15 day of October, 1962.

MARGARET HEILLE
Notary Public in and for the State of Minnesota
My Commission Expires Oct. 25, 1968

GEORGE A. KINGSTON
George A. Kingston, Employee

ROBINS, DAVIS & LYONS

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