FILE NAME: JT Thorpe & Sons (JTT)

DATE: 1954-1961

DOC#: JTT007

DOCUMENT DESCRIPTION: WC Claim - Cuthbertson, Part 2

Ltr. Ltd.
Dismissed

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 58

CABLE ADDRESS
"ALEXBLUE"

April 25, 1961

Rec'd Apr 28 1961

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

RUB 338620

Travelers Policy No. ~~9 LAB 10544~~

Dear Sir:-

Please note disposition made of the following claim:

Date of Accident:	July 17, 1954
Claimant:	Robert F. Cuthbertson
Location:	San Francisco, California
Claim No.:	B-8972691
Disposition:	$383.06 - Expense
Remarks:	We do not appear to have received a previous report of this case.

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. _____

INTER/OFFICE COMMUNICATION

Armstrong CONTRACTING

January 11, 1961

To J. E. Zeller, Lancaster

From A. L. Stokely, San Francisco

Subject Industrial Accident Commission - California
Case No. 59 OAK 1053
Robert F. Cuthbertson

A.L.S. JAN [illegible]

Attached is a copy of a decision after reconsideration recently received by us.

DJM

Red

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORN

CASE NO. 59 OAK 1053

ROBERT F. CUTHBERTSON)

Applicant)

vs)

PLANT ASBESTOS COMPANY, J. T. THORPE, WESTERN ASBESTOS COMPANY, ARMSTRONG CORK, TRAVELERS INSURANCE COMPANY, INDUSTRIAL INDEMNITY COMPANY, PACIFIC EMPLOYERS INSURANCE COMPANY, STANDARD ACCIDENT INSURANCE COMPANY, and STATE COMPENSATION INSURANCE FUND)

Defendants)

DECISION
AFTER RECONSIDERATION

Mailed from San Francisco Office
JAN 4 1961
Industrial Accident Commission
State of California

Reconsideration having been granted herein and the matter having been carefully considered, including the report of examination by the Independent Medical Examiner, as well as the record as a whole, this Commission now concludes that further proceedings are not essential for the disposition of the claim, and makes its Decision After Reconsideration, as follows:

GOOD CAUSE APPEARING THEREFOR,

IT IS ORDERED that the Findings and Order, filed herein December 15, 1959 be, and the same hereby is, affirmed and adopte as the Decision After Reconsideration.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F. A. LAWRENCE

ELTON C. LAWLESS

Commissioners

ROBERT F. CUTHBERTSON vs. PLANT ASBESTOS COMPANY, et al

December 29, 1960 CASE NO. 59 OAK 1053

REPORT OF PANEL ONE

Based upon the report dated March 30, 1960 by Dr. Shipman, Independent Medical Examiner, it is the conclusion of the Panel that applicant did not sustain injury arising out of his employments from July 1947 through December 1958. The Panel further concludes that the disability complained of by applicant was not caused by any injury arising out of and occurring in the course of his employments.

Decision After Reconsideration should accordingly issue.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F. A. LAWRENCE

ELTON C. LAWLESS

Commissioners

ROBERT F. CUTHBERTSON vs. STATE COMPENSATION INSURANCE FUND, et al.

Claud M. Dunn, Referee
December 13, 1960 Claim No. OAK 1053

REPORT OF REFEREE ON DECISION AFTER RECONSIDERATION

Referee Ankele, who heard practically this entire matter, issued a denial award, the claim being one of asbestosis. The matter was exhaustively handled medically. Subsequent to the submission of the same, the parties agreeing upon an independent medical examiner, H. Corwin Hinshaw, M.D., served in this capacity. The Panel, wishing further exploration of the problem, itself authorized an examination by Sidney Shipman, M.D. It was for the cross-examination of this doctor that the matter was assigned to this Referee.

The three doctors, Hinshaw, Shipman and Brown, are in unanimity in their opinion that the applicant does have asbestos particles in his lungs, but they are non-disabling, do not require treatment, and that the degree of observation required as a result thereof is not any more than anyone else. Based thereon this Referee submits as recommendation to the Panel a ratification of the decision originally issued by Referee Ankele. The same is submitted herewith.

CLAUD M. DUNN, Referee

CMD bw

CUTHBERTSON--59 OAK 1053 Injury: Asbestosis

CLAUD M. DUNN, Referee
San Francisco, 7-6-60

REPORT OF REFEREE
ON HEARING AFTER RE-HEARING GRANTED

SIDNEY SHIPMAN, M.D., qualifications stipulated, testified that pursuant to the appointment by the Panel, he had seen the applicant and that there had been made available to him the pathological report, laboratory analysis of lung tissue and the reports of Drs. Watson and Hinshaw.

Testified that there was no demonstrable evidence of asbestosis. There was no disability at that time, but the man did have asbestos particles in the lungs, as well as a fibrosis. As the years go by the man may develop symptoms but he does not have them now. He does have an occupational foundation therefor.

Complaints of chest pain, vague in location, were compatible with asbestosis, and periodic x-rays, due to the presence in the lungs of the asbestos bodies, were indicated the same as for everyone else working in a similar line of wage earning capacity as the applicant but no greater. Testified that it was his opinion that as yet the man did not have any lung disease. He probably would not have. There was, however, definite evidence of the existence in the man's lungs of asbestos bodies adequate in size to produce the disease. Testified that he made this statement even though the symptoms were not entirely consistent with the diagnosis of asbestosis. He differentiated between silicosis and asbestosis in that silicosis set up a fibrotic reaction which asbestosis did not.

Testified that the applicant ought to have x-rays every six months for several years and then the same every year the same as every other employee similarly employed. Testified it was true that there were bodies present in the lungs and there was some tissue reaction but that these conditions were insufficient to cause disability.

Testified after cross-examination of all the various counsel present that he was still of the same opinion as set forth in his report.

DISPOSITION: (See Minutes of Hearing.)

CLAUD M. DUNN, Referee

INTER/OFFICE COMMUNICATION

May 18, 1960

Armstrong CONTRACTING AND SUPPLY CORPORATION

To J. E. Zeller, Lancaster

From A. L. Stokely, San Francisco

MAY 20 1960 WLH

Subject Robert F. Cuthbertson
vs. Employers
Notice of Time & Place of Further Hearing
Case 59 OAK 1053

Attached is our notification of the Time and Place of Further Hearing for the case of the applicant versus the listed defendents.

You will notice that this was also served on Travelers Insurance Company.

We assume you will want to forward to Armstrong Cork Company's Insurance Department.

DJM

Ted

Before the Industrial Accident Commission of the State of California

Case No. ~~59 OAK 1053~~

ROBERT P. CUTHBERTSON,

Applicant.

vs.

PLANT ASBESTOS COMPANY, J. T. THORPE, WESTERN ASBESTOS COMPANY, ARMSTRONG CORK, TRAVELERS INSURANCE COMPANY, PACIFIC EMPLOYERS INSURANCE COMPANY, STANDARD ACCIDENT INSURANCE COMPANY, INDUSTRIAL INDEMNITY COMPANY, and STATE COMPENSATION INSURANCE FUND,

Defendant.

Notice of Time and Place of Further Hearing

NOTICE TO ALL PARTIES

You are hereby notified that further hearing will be held in the above-entitled action at

ROOM 2202
455 GOLDEN GATE AVENUE
SAN FRANCISCO, CALIFORNIA

JULY 6, 1960 -- 9:00 A. M.

CROSS EXAMINE DR. SHIPMAN

ON RECONSIDERATION GRANTED.

Dated at:

San Francisco, Calif.
May 16, 1960

INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON:

Robert P. Cuthbertson, 2438 Garvin Ave., Richmond, Calif.
Smith & Parrish, 501 Financial Center Bldg., Oakland, Calif.
Plant Asbestos, 1300 - 64th St., Emeryville, Calif.
J. T. Thorpe, 1351 Ocean Ave., Emeryville, Calif.
Western Asbestos, 675 Townsend St., San Francisco, Calif.
Armstrong Cork, 304 Shaw Road, San Francisco, Calif.
Traveler's Insurance Co., 315 Montgomery St., San Francisco, Calif.
Pacific Employers Insurance Co., 244 Pine St., San Francisco, Calif.
State Compensation Insurance Fund, Personal Service
Industrial Indemnity Co., 350 Sansome St., San Francisco 6, Calif.
Hanna & Prophy, 100 Bush St., San Francisco, Calif.
Mullen & Filippi, 315 Montgomery St., San Francisco 4, Calif.
Standard Accident Insurance Co., 433 California St., S.F., Calif.

ROBERT F. CUTHBERTSON v. PLANT ASBESTOS COMPANY, J. T. THORPE, et al

May 3, 1960 Case No. OAK 1053

REPORT OF PANEL ONE

Pursuant to request dated April 21, 1960, by applicant, the case should be returned to the calendar for cross-examination of Dr. Shipman, the independent medical examiner.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F. A. LAWRENCE

ELLON C. LAWLESS

EDWIN J. THOMAS, JR., Dep Commi

Commissioners

Mailed From San Francisco Office
MAY 4 1960
Industrial Accident Commission
State of California

INTER/OFFICE COMMUNICATION

Armstrong CONTRACTING

February 11, 1960

To J. E. Zeller, Lancaster

From J. S. Taylor, San Francisco

Subject Order Granting Applicant's Petition for Reconsideration
Robert F. Cuthbertson vs. Employers

Enclosed notice of granting applicant's petition for reconsideration in connection with the above case.

We assume you will want to forward this to the Insurance Department.

DJM

Dick
For your info.

FORM 31501 1-59

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFOR

CASE NO. OAK 1053

ROBERT F. CUTHBERTSON,

Applicant

v.

PLANT ASBESTOS COMPANY, J. T. THORPE, WESTERN ASBESTOS COMPANY, ARMSTRONG CORK, TRAVELERS INSURANCE COMPANY, INDUSTRIAL INDEMNITY COMPANY, PACIFIC EMPLOYERS INSURANCE COMPANY, STANDARD ACCIDENT INSURANCE COMPANY and STATE COMPENSATION INSURANCE FUND,

Defendants

ORDER GRANTING APPLICANT'S PETITION FOR RECONSIDERATI

Mailed From San Francisco Office
JAN 1 1960
Industrial Accident Commission
State of California

GOOD CAUSE APPEARING THEREFOR,

IT IS ORDERED that applicant's Petition for Reconsideratio filed herein January 4, 1960, be, and the same hereby is, granted

COPY

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F. A. LAWRENCE

ELTON C. LAWLESS

EDMUND J. THOMAS, JR., Deputy Commissioner

Commissioners

ROBERT F. CUTHBERTSON v. PLANT ASBE
COMPANY, e

January 28, 1960 Case No. 0

REPORT OF PANEL ONE

The Panel is of the opinion that a report
independent medical examiner will be of as
to it in the determination of the issue pr

The Petition for Reconsideration is theref
to obtain the opinion of such an examiner,
parties so agree.

INDUSTRIAL ACC
OF THE STATE

F. A.

E[illegible] C

[illegible] J [illegible]

Comm

REPORT OF REFEREE ON APPLICANT'S
PETITION FOR RECONSIDERATION
Due date: February 3, 1960

The employee, an insulator, born May 4, 1928, claims to have sustained an asbestosis.

After hearings, Findings and Order to the effect that applicant did not sustain any injury arising out of or occurring in the course of his employment was served and filed on December 15, 1959.

From this decision applicant petitions for reconsideration contending that the evidence does not justify the denial.

The preponderance of medical evidence in this case clearly indicates that the applicant does not have asbestosis.

It is noted that the applicant quotes from the report of the pathologist as follows:

"asbestos body disposition is moderately advanced."

This is definitely not a finding of asbestosis.

Applicant also quotes from some portions of the testimony of Dr. Crenshaw.

However, the conclusion of H. Corwin Hinshaw, M. D. is to the effect that applicant does not have asbestosis. This is also the conclusion of Cabot Brown, M. D. in his report of November 19, 1959. Dr. Brown was the agreed examiner.

The Answers filed by the various defendants herein are well taken and applicant's Petition for Reconsideration should be denied.

It might further be observed that the opinions of Dr. Hinshaw and Dr. Brown should be good news to the applicant who is working at his old job.

JOHN H. ANKELE, Referee

JHA:re

RCS

Dick You'll be interested in the attached 1/5/60

INTER/OFFICE COMMUNICATION

Armstrong

December 23, 1959

To J. Zeller, Lancaster

From J. S. Taylor, San Francisco

Subject Notice of Findings & Order
Industrial Accident Commision of
the State of California
Robert F. Cuthbertson

Enclosed findings and order resulting from the claim of Robert F. Cuthbertson vs. various local insulation contractors pertaining to an Asbestosis claim.

You will recall earlier in the year we received from the Armstrong Cork Company a detailed listing of employment of this applicant with the request that we substantuate the products used by him during his tenure of employment and report same to Mr. Richard E. Beaudry, Insurance Adjustor.

I assume you will want to notify the Cork Company of this findings and order.

1/6/60 West DJM

J S T

REPORT OF REFEREE

The employee, an insulator, born May 4, 1928, claims to have contracted asbestosis as a result of his employment. Nothing has been paid.

ISSUES:

1. Injury.
2. Medical.
3. Statute of limitations.
4. Lack of notice and prejudice.
5. Jurisdiction -- maritime.

APPLICANT testified in substance as follows:

He obtained the employment records from the union and the employers.

In July of 1947 he started to work for the Plant Asbestos Company and worked through January of 1948. The period of employment was about seven months. He worked on ships for this employer, and cork was used for insulation.

He worked for J. T. Thorpe from May to December, 1948, applying asbestos insulation on one job in Tracey and one at Hunter's Point, a power house at PG&E. He cut and fitted asbestos material and used wire and mud in the application. This work went through January of 1949. The places where he worked were enclosed and there would be dust there. Others were on the job.

He then worked for the Western Asbestos Company from January, 1949, to May of 1949. On that job there was also some insulation of asbestos material for PG&E, and also for the Union Oil Company.

Then he worked again for J. T. Thorpe from May 11th through August 10, 1949. This work included Fibreboard Products at Antioch. The work was all in an enclosed area. It was hot and dusty, and there was dust from asbestos material.

From August 11, 1949, through February, 1950, he worked for Plant Asbestos and the work was at Fibreboard Products at Antioch. The work was the same and the conditions the same.

From March 13, 1950, to August 3, 1950, he worked for the Western Asbestos Company on a PG&E power house at Moss Landing. This was the same type of asbestos insulation, and it was in enclosed and dusty places.

On August 20, 1950, to September 3, 1950, he again worked for Plant Asbestos at Galland Laundry. This job was very hot and dusty.

From September 13, 1950, to July 17, 1954, he worked for the Armstrong Cork Company.

FILED AND SERVED: DEC 15 1959
On all parties of
record--R.Crowley

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. OAK 1053

ROBERT F. CUTHBERTSON)
Applicant)
vs.)
PLANT ASBESTOS COMPANY, J. T. THORPE, WESTERN ASBESTOS COMPANY, ARMSTRONG CORK, TRAVELERS INSURANCE COMPANY, INDUSTRIAL INDEMNITY COMPANY, PACIFIC EMPLOYERS INSURANCE COMPANY, STANDARD ACCIDENT INSURANCE COMPANY, and STATE COMPENSATION INSURANCE FUND) FINDINGS AND ORDER
Defendants)

The above entitled matter having been regularly submitted before John H. Ankele, Referee, said Referee now makes his decision as follows:

FINDINGS OF FACT

1. The applicant was employed by the various employers above named from July, 1947 through December, 1958, and alleges that he sustained an injury arising out of and occurring in the course of his said employments, consisting of asbestosis.

2. Applicant did not sustain any injury arising out of or occurring in the course of his employments from July, 1947 thro December, 1958.

3. The disability of which applicant complains was not proximately caused, or caused at all, by any injury arising out o or occurring in the course of his employments, or by his employme

O R D E R

IT IS HEREBY ORDERED that applicant take nothing by

REPORT OF REFEREE

The employee, an insulator, born May 4, 1928, claims to have contracted asbestosis as a result of his employment. Nothing has been paid.

ISSUES:

1. Injury.
2. Medical.
3. Statute of limitations.
4. Lack of notice and prejudice.
5. Jurisdiction -- maritime.

APPLICANT testified in substance as follows:

He obtained the employment records from the union and the employers.

In July of 1947 he started to work for the Plant Asbestos Company and worked through January of 1948. The period of employment was about seven months. He worked on ships for this employer, and cork was used for insulation.

He worked for J. T. Thorpe from May to December, 1948, applying asbestos insulation on one job in Tracey and one at Hunter's Point, a power house at PG&E. He cut and fitted asbestos material and used wire and mud in the application. This work went through January of 1949. The places where he worked were enclosed and there would be dust there. Others were on the job.

He then worked for the Western Asbestos Company from January, 1949, to May of 1949. On that job there was also some insulation of asbestos material for PG&E, and also for the Union Oil Company.

Then he worked again for J. T. Thorpe from May 11th through August 10, 1949. This work included Fibreboard Products at Antioch. The work was all in an enclosed area. It was hot and dusty, and there was dust from asbestos material.

From August 11, 1949, through February, 1950, he worked for Plant Asbestos and the work was at Fibreboard Products at Antioch. The work was the same and the conditions the same.

From March 13, 1950, to August 3, 1950, he worked for the Western Asbestos Company on a PG&E power house at Moss Landing. This was the same type of asbestos insulation, and it was in enclosed and dusty places.

On August 20, 1950, to September 3, 1950, he again worked for Plant Asbestos at Galland Laundry. This job was very hot and dusty.

From September 13, 1950, to July 17, 1954, he worked for the Armstrong Cork Company.

There were about nine [illegible]

he worked for Plant Asbestos Company which was all asbestos work at various schools, and he worked continually for Plant Asbestos through December, 1958, except when he was off on account of a leg injury in 1957. The work was all asbestos work, mostly in boiler rooms and close quarters.

He saw Dr. Crenshaw on July 29, 1958, on reference from Dr. Lawrence, his family doctor. He had seen Dr. Lawrence two or three weeks before and he did have pneumonia in February, 1958. He had surgery at Richmond Hospital on August 3, 1958, and he was advised by Dr. Crenshaw following the surgery that his condition was due to his work. He had worked through August 10, 1958, and was off three months, and he returned to work at Plant Asbestos on November 4, 1958.

Before his surgery there were no masks worn on the job. He is doing the same type of insulation work now but wears a mask when on the job, continuously. He has slowed down physically and he hurts all the time.

He did not work on the Burgermeister Brewery for Armstrong but he did work at Napa State Hospital for Armstrong. That was asbestos insulation work and living quarters, all underneath the building. He did not use wool felt there.

He recalls working at the State Employment Building in San Francisco for about a week, insulating the storage tank.

He does not remember doing the job at Borden's Dairy in Oakland but he could have been on that job.

He worked in a radio transmission station between Davis and Winter one day. He did not work on the Camp Beale job. He worked at a refinery in Rodeo two weeks or so in tunnels under the highway, insulating.

The Travis Air Force Base job took nearly two years. There was some wool felt used on that job, but mostly asbestos.

He believes that McKeesby and Madison were the manufacturers of the asbestos pipe covering, and it is known as magnesia pipe covering, eighty-five per cent magnesium. They use some Fibreglass, and up to 1953 or 1954 he does not remember if they used any Johns-Mansville products. On heating pipes they generally use asbestos pipe covering.

He has a twin brother named Jack and he worked with his brother at all times, and they were inseparable. He knew his brother had surgery at the hands of Dr. Crenshaw, and he had Dr. Thompson check him after his second operation in 1954. At that time Dr. Thompson had X-rays taken. He did go to Dr. Thompson to see if there was any danger about his having asbestosis. He went two or three times. He is not sure when the second X-rays were taken.

When he had pneumonia he changed to Dr. Brown. When he first saw Dr. Brown he had tightness of the chest and pain. He had X-rays taken at Richmond Hospital at that time for pneumonia. He informed Dr. Brown that his brother had lung trouble but he

He informed the Plant Asbestos Company that he was going to the hospital. He believes that Blue Cross paid most of the medical bills and some of Dr. Crenshaw's bill. He paid about $50. in hospital bills.

He drew unemployment disability benefits at $50. a week all the time he was off, and he also received $12. a day for hospitalization.

He knew that his brother Jack had a proceeding before the Industrial Accident Commission.

He understands that diatomaceous earth is the same as asbestos.

When he saw Dr. Thompson for a chest check-up he had no chest pains. At that time he was working for Armstrong Cork. Dr. Thompson told him everything looked all right.

In May or June, 1958, he began having chest complaints. He stopped smoking on the advice of Dr. Crenshaw. He was troubled with shortness of breath last year. He was off a week after he returned to work in November, 1958, and then he was off another week because of his chest.

The eighty-five per cent magnesium pipe covering that they used is manufactured by Pabco. They always use Pabco materials.

He did not lose any time before August of 1958 because of his chest.

He also worked in some old buildings for Plant Asbestos. He did not have pneumonia before February, 1958. He did refuse to work on a job recently because they did not have a blow fan.

He is still under Dr. Crenshaw's care. His present complaints are in effect that: he has slowed down, he has some pain, he cannot sleep as well, and it is hard to work.

He has been a foreman since 1954 on.

J. T. Thorpe was all block work and that was worse in respect to dust. This was eighty-five per cent magnesium pipe covering. It was made by Pabco.

He has covered all the employers for which he worked but he does not remember all the odd jobs.

He worked along with his brother from 1949 through all of 1950. He does not do home insulation.

Prior to 1947 he was an able-bodied seaman in the Merchant Marine, and he did not have a history of having a lot of colds. He perhaps would get one or two a year. In his bout with pneumonia he was in Richmond Hospital about three weeks and stayed home about six weeks. He felt fairly good after that.

He cannot pinpoint the time when his chest pain developed. It was either in May or June of 1958. He got so bad he saw a doctor in July.

OAKLAND
October 22, 1959.

RICHARD E. BEAUDRY, called by the Defendants Travelers Insurance Company and Standard Accident, testified in substance as follows: He is an independent insurance adjuster. He reviewed the job records on which the applicant worked between 1950 and 1954 at the Armstrong Cork office. He worked with J. S. Taylor, the plant manager. A tabulation was made in the home office in response to a letter of August 3, 1959 (Defts. Ex. 5). The informatio under the column "Materials" was made as the result of his investigation of the obtainable contracts. The percentage in this column "Materials" stated the amount of material used on the job and not their content. The initials MPC stood for magnesium pipe covering; EG for "fibreglass." Where there is a dash in the materia column, the contract could not be found. He made a special study on the job at Travis Air Force Base. These were marked as indicated by the X's. This tabulation supposedly covers all of applicant's employment with Armstrong Cork.

VICTOR SAGUES was called by the Defendants Travelers Insurance Company and Standard Accident, and testified in substance as follows: He is the president of the Sacomo Manufacturing Company. They manufacture pipe insulation, pump packings and the like. He has had 25 years of experience. He started in 1934 with the Plant Rubber & Asbestos Company, and worked with them until April 1, 1948, when their factory was bought by Sacomo Manufacturing Company. They manufacture wool felt insulation. They obtain their materials from other manufacturers. They use crepe wool felt, which is laminated, and then covered by asbestos paper. This is then covered with muslin and the muslin will overlap about one and one-half inches at one end of a 36 inch section. Wool felt is about 30% rag base, and 50 to 60% wood pulp of the kraft stock. Next to the pipe there is a waterproof tarpliner. The asbestos paper is a six pound asbestos paper, and is filled within the wool felt paper for a three inch thick wall. 13 to 14 layers of wool felt are used. This is the standard wall. They will have smaller and larger walls on the insulation. The asbestos paper is 40 to 50% asbestos fibre. The balance is wood pulp and Kraft stock. There are fillers and sizing to give the stiffness. In the manufacture of air cell insulation, they use a six pound asbestos, which is corrugated, and then four layers are laminated to build up a one inch wall. Adhesive used is silicate of soda, sometimes known as water glass. This is also wrapped with a muslin and put out in 36 inch lengths with an inch and a half muslin overlap. The wool felt insulation is generally used on cold lines. The air cell insulation is used on hot water lines. The insulation material is cut with knives, table saws or hand saws. The joints are probably attached with asbestos cement. He did not know because he does not install any covering. Unibestos is made of amosite asbestos fibre, with bundles of sodium silicate. Amosite is a long asbestos fibre that is mined in South Africa. These fibres are as long as five and six inches. White asbestos or chrysotile is mined in greater abundance in Canada. These fibres are about 3/8ths inches in length. He is familiar with the 85% magnesium pipe covering.

PAUL NIETO, called by Defendant Industrial Indemnity Company, testified in substance as follows: He is vice president of Plant Asbestos. He has been with them for 12 years. He knows Cuthbertson, and has known him for the last six years. He is familia with the over-all materials used by the company. They use 85% magnesium pipe covering, fibreglass and wool felt. They also use foam glass, cork, and air cell covering. He does not know the breakdown or content of 85% magnesium pipe covering, but there is a certain amount of asbestos material. The asbestos materials would be adhesives and cements. The last two years they primarily would be fibreglass materials. Five or six years ago Cuthbertson worked under his direct supervision. He then had no lung complaints. He had heard that Jack Cuthbertson, the applicant's brother, had lung trouble, and that the applicant was troubled and worried. They do not manufacture the pipe covering but they buy most of it from Pabco. They use 85% magnesium powder cement, which they mised with water in the work.

GERALD CRENSHAW, M.D., testified in behalf of the applicant in substance as follows: He is duly licensed to practice medicine in the State of California. His specialty is diseases of the chest. Asbestosis caused the applicant's disability as it caused an improper bronchial drainage. A piece of lung taken out at the lobectomy indicated the presence of asbestos fibres. The applicant was still under his care. His various employments were the only places where he could have gotten asbestos in his lungs, and he will need observation for some period of time.

He first saw the applicant July 29, 1958. He never took a complete work history but he had a history of recurrent attacks of pneumonia previously last year. There were X-rays taken in October 1953, November 1954 and March 1956. He can not tell if he had all those X-rays but he attempted to get them. He does not remember if he reviewed the reports at Herrick Hospital. The X-rays taken at the Richmond Hospital on August 15, 1958. A bronchoscopy was made on August 13, 1958. He certainly saw an X-ray report before the operation. The X-rays show an infiltration but they did not demonstrate what the infiltration was. He submitted the lung tissue to the pathologist at the Richmond Hospital and received a report as indicated in the hospital record. A specimen was then sent to the laboratory of the State Department of Health. He never received a written report from the State laboratory but he received an oral report from Dr. Singman, a pathologist.

Dr. Crenshaw was recalled in the afternoon, and testified further in substance as follows: The applicant returned to work roughly two months after the surgery. He generally sees him once a month unless he is suffering from respiratory infection. He must be properly treated. He gives him pressure breathing and antibiotics. Antibiotics were prescribed on February 16, 1959 because there was a respiratory infection and a sore throat. Also treated him February 20, 1959. At that time he felt he was getting over the infection. In June of 1959 he had a 100 degree temperature and further antibiotics were prescribed.

This is the third asbestosis case that he has had experience. Other cases were

The biopsy was major surgery, and was diagnostic. He did not feel that fibreglass had a great effect. Recent surgery indicates that it should be avoided. He told the applicant that he asbestosis right after the surgery. Asbestos within the lung impai the function of the lung. Elastic fibres of the lung are affected.

DAVID SINGMAN, M.D., called by the Defendant Travelers Insurance and Standard Accident, testified in substance as follows: He is duly licensed to practice medicine in the State of California. His specialty is pathology. He does the pathology at Richmond Hospital. He received the specimen indicated by the hospital report. He does not know the exact number of actual specimens. He submitted specimens to the State Department of Health on December 8, 1958 at the request of Dr. Crenshaw. He brought them up to the Department of Health himself. He also received the report of A.A. Soave, a doctor of veterinary medicine. He was then called to Sacramento, where they had special X-ray diffraction apparatus, and the quantity of formed asbestos was even demonstrated in the tissue, as indicated by the report of the State Department of Health. It follows therefore, that there was asbestos in the lungs but not enough to show in ordinary X-ray technique. He can not tell from the repo t as to the quantities of materials found. He called Dr. Crenshaw when he received the report, but he can not recall if he sent copies of the state report to Dr. Crenshaw but he usually does.

If Dr. Crenshaw did not get a written copy of the report the fault was that of the witness. He, himself, did not see any abnormality of the bronchii if it is not in his report. Dr. Crensha was unhappy with his first pathological report because Dr. Crenshaw had expected to find asbestos, and therefore, suggested that it be sent to the State. Fibrosis is usually found in asbestosis cases as is usual in silicosis cases and generally, the particles can be seen. Most of the noxious agents that affect the lung will cause fibrosis.

ROBERT CUTHBERTSON, recalled, and testified in his own behalf as follows: He did not work at the Pacific Coast Portland Cement plant on May 11, 1952, nor on the Walnut Creek School on June 29, 1952, nor at Camp Beale on May 3, 1953. It was the practice of the company to shift the payroll records to another job when there was a loss on a job from which the payroll report was submitte He recalls all the jobs in the tabulation except the three he mentio He is not a cork man so he does not use too much cork. He believes that he just used cork for about a week in his employment with Armstrong.

DISCUSSION AND DECISION:

On December 3, 1959 the report of Cabot Brown, M. D., the agreed medical examiner, was served and filed.

It would appear that the report of Dr. Brown resolves any apparent medical conflict heretofore existing in this case. Dr. Brown concluded that the applicant does not have asbestosis. Therefore, a denial must issue.

August 14, 1959

Mr. J. S. Taylor
Armstrong Contracting and Supply Corporation
304 Shaw Road
South San Francisco, Calif.

Dear Mr. Taylor:

In case you did not receive a copy of the Beaudry & Wilson letter, we enclose a Thermo-Fax and worksheets containing part of the information requested in the Beaudry & Wilson letter.

Records for the year 1950 have been destroyed so that the Payroll Department listed only those contracts worked on by R. F. Cuthbertson starting in 1951. Arthur Boardman, Controller's Department, then listed with whom and where we had the contract. Where the information is not entered, Arthur was unable to locate the particular files. Thought perhaps your files might disclose this information in which case you could complete the information Beaudry & Wilson is looking for.

In view of the first sentence in the last paragraph, page one, of Mr. Beaudry's letter, will you please contact him at your earliest convenience.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

JRS

Enclosures

J. E. Zeller, ACHS, Lancaster

BEAUDRY & WILSON • INSURANCE ADJUSTORS
420 MARKET STREET • SAN FRANCISCO 11, CALIFORNIA • EXBROOK 7-4171

August 3, 1959

The Armstrong Cork Company
Lancaster, Pennsylvania

Attn: R. C. Schiedt, Jr.
Insurance Dept.

RE: Robert F. Cuthbertson vs. Armstrong Cork Company
Our File: 59-199

Gentlemen:

We have been assigned to do some investigation work on the above case by Mr. Ivan Schwab of Hanna & Brophy's office, who are handling the hearing before the Industrial Accident Commission for the Traveler's and Standard Accident Insurance Companies. This case has been set for August 13, 1959.

In order for us to complete our investigation, it is necessary that we obtain some information from you and also a letter which can be submitted to the Industrial Accident Commission in the event we are unable to prepare the case in time. The information we require is the name and number of each job Mr. Cuthbertson was employed upon during the period September 13, 1950 to July 17, 1954. With this job name and number, we can then obtain the necessary information from your local office, Armstrong Contracting and Supply Company, which will enable us to determine what type of materials were used and handled by Mr. Cuthbertson.

As you know, Mr. Cuthbertson has filed a claim for asbestoses. We are trying to determine the amount of materials he handled containing asbestos, and the amount not containing asbestos.

The above information as to the name and number of the job should be sent directly to us as soon as possible. In the meantime, we would appreciate your writing a letter direct to Mr. Ivan Schwab, Attorney, Hanna & Brophy, 1540 San Pablo Avenue, Oakland, California, stating that there will be some delay in developing the information in this case. Please include in your letter the reasons for this delay, i.e., distance involved and inaccessability of the records.

Mr. Schwab can then use this letter at the time of the hearing on August 13, 1959, to request an extension of time and another hearing, in the event our investigation is not completed. Thank you for your courteous and prompt reply in this matter.

Cordially yours,

BEAUDRY & WILSON

Richard E. Beaudry

REB:ms

Robert F. Cuthbertson 568-28-7686

San Francisco

Hired -	9-6-50	out 5-12-52	strike
	6-2-52	6-27-52	Vac.
	7-28-52	9-2-53	strike
	9-30-53	7-14-54	quit

Robert F. Cuthbertson — 568-28-7686 — San Francisco

Pay Ending	Contract #	Work	Location
12-31-50	46534		
	46535		
1-14-51	46452	Clin. Anx. & Ward — Gen. Hosp. Cal	Gen. Hosp. Contra Costa Cal
2-11-51	46452	" " " " "	" " " "
3-11-51	46511		
3-25-51	46568		
	46544		
4-1-51	46527		
4-8-51	46495		
5-6-51	46545		
	46523	Corp Yard — Gen. Hosp. Cal.	University of Cal Berkeley
5-13-51	46454		
6-10-51	46501		
7-1-51	46614		
7-15-51	46558		
7-22-51	46561		
9-2-51	46452		
9-9-51	46513	Auditorium — Gen. Hosp. Cal.	San Quentin Prison, San Q
9-30-51	46443		
	46565		
10-7-51	46443		
11-4-51	46611		
1-13-52	46662	Nurses Home — Gen. Hosp. Cal.	Agnews Mental Hospital
1-26-52	46615	Psych. Medical Unit — Gen. Hosp. Cal.	Agnews Mental Hospital
2-3-52	46711	Corp Yard — Gen. Hosp. Cal.	Vista Del Mar Child Care Assn.
2-10-52	46711		
2-17-52	46569	Surgery & Nurses Residence — Gen. Hosp. Cal.	Gen. Hosp. Contra Costa Cal

Cont.

Reg Ordering	Control #	
3-23-52	46 [illegible]	Regal Amber Brewing Co. San Francisco, Cal. [illegible]
4-6-52	46 [illegible]	[illegible]
	46 641	[illegible]
4-24-52	46 637	[illegible]
	46 727	[illegible]
	46 731	[illegible]
	46 661	[illegible]
5-4-52	46 653	[illegible]
5-11-52	46 707	[illegible]
6-1-52	46 603	[illegible]
6-15-52	46 665	[illegible]
6-21-52	46 701	[illegible]
8-3-52	46 709	[illegible]
9-22-52	46 [illegible]	[illegible]
11-5-52	46 [illegible]	[illegible]
12-7-52	46 731	[illegible]
1-25-53	46 [illegible]	
2-1-53	46 [illegible]	
2-8-53	46 [illegible]	[illegible]
	270 [illegible]	[illegible]
2-15-53	270 641	[illegible]
2-22-53	270 [illegible]	[illegible]
	46 [illegible]	[illegible]
4-5-53	270 [illegible]	[illegible]
5-3-53	270 101	[illegible]
5-24-53	270 [illegible]	[illegible]
6-14-53	46 [illegible]	[illegible]

Cont.

Pay Ending	Contract #	
6-21-53	46821	Hoeberg-Nettle Co., San Jose - [illegible]
	270 [illegible]	
7-5-53	46754	Anderson & Ringe, San Jose - State Dept. of Highways, San J
	270 005	Geo. N. Wembly, San Jose - State Court House Dist, San Jo
7-12-53	270 157	Union Oil Co of Cal. San Jose - Santa Rosa Cal
11-2-53	270 199	Pat. Adm. Hdq., Livermore Cal - Same
1-10-54	270 059	
2-28-54	270 207	Same as 270 [illegible] below
3-7-54	270 205	J.M. McClendon Co. San Jose - Tri Cities Foundation, Sunnyv
3-21-54	270 297	Beatrice Foods, San Jose - Same
4-4-54	270 203	Anderson & Rowe, S.F. - U.S. Naval Shipyard, S.F.
4-18-54	46 909	Anderson & Rowe, S.F. - U.S. Naval Shipyard S.F.
5-2-54	270 223	Baker-Kenney, Modesto - Zone Water Hdq., Santa Cl.
5-23-54	270 309	Broadway Bldg. S.F. - Washington H.S. Centerville
6-13-54	270 369	C.O. Tebbetts, S.F. - Zone Water Hdq. Santa Cl.

T 8-18-59

August 5, 1959

Mr. Ivan Schwab
Hanna & Brophy
1540 San Pablo Avenue
Oakland, Calif.

Dear Mr. Schwab:

Subject: Robert F. Cuthbertson vs. Armstrong
Cork Company

We find the job of accumulating the detailed information you requested in connection with the claim of Robert F. Cuthbertson for the years 1950, 1951, 1952, 1953, and 1954 will take longer than we had estimated.

In addition to the San Francisco office, several different departments here in Lancaster are involved, and with this month's vacations, we believe it could be the end of August before the information can be accumulated.

We trust this delay will not seriously inconvenience you, and we will make every effort to supply you with the information as promptly as possible.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

JEZ

Beardry & Wilson
420 Market Street
San Francisco 11, Calif.

J. S. Taylor, AC&S, San Francisco
J. E. Zeller, AC&S, Lancaster

Hanna and Brophy
1540 San Pablo Avenue
Oakland, California

Gentlemen:

Subject: B-697269l
Re: Robert F. Cuthbertson
Armstrong Cork Company
D/A 7-14-54

The Travelers Oakland office requested th
the earnings record of Robert F. Cuthbert
by Travelers workmen's compensation polic
years 1952, 1953 and 1954 are enclosed.

His duties as a skilled insulation mechan
various types of pipe coverings and block
tion of fittings, and the use of insulati
used are manufactured from a number of di
ing, in part, cork covering, asbestos fel
reinforced with asbestos fibers, diatomac
mineral filler and slag mineral wool.

We know your attorneys both in your San
have had considerable experience handlin
if you require more details regarding wo
contact our Mr. J. S. Taylor, manager of
Armstrong Contracting and Supply Corpora
of Armstrong Cork Company, whose address
Francisco.

Very truly yo

ARMSTRONG COR

R. C. Schied
Insurance De

Enclosures

J. E. Keller, AC&S, Lancaster
J. S. Taylor, AC&S, San Francisco

W. H. Shaw, Travelers adjuster

W.B. Hoffert

INTER/OFFICE COMMUNICATION

Armstrong CONTRACTING

July 22, 1959

To J. E. Zeller, Lancaster

From J. S. Taylor, San Francisco

Subject Robert F. Cuthbertson
Request for information

Enclosed are duplicate copies of Travelers Insurance letter dated July 21st which is self explanatory.

It is our understanding that this will be handled by the Armstrong Cork Company's Insurance Department. If we can be of any further help, please let us know.

DJM

J. G. Murphy, Sacramento

P.S. Please forward the original copy to Armstrong Cork Company for their action.

J S T

FORM 31501 1-59

The Travelers

The Travelers Insurance Company
The Travelers Indemnity Company

CLAIM DEPARTMENT
J. A. JOHNS, Claim Manager

BRANCH OFFICE
1956 Webster Street
OAKLAND 12, CALIFORNIA
Telephone TEmplebar 2-8200

July 21, 1959

Armstrong Cork Company,
304 Shaw Road,
San Francisco, California.

B-8972691
Re: Robert F. Cuthbertson
Armstrong Cork Co.
d/a 7-14-54

Gentlemen:

Please submit a statement, in quadruplicate, indicating all inclusive dates of Mr. Cuthbertson's employment; his salary (by the hourly wage and gross for the years 1953 and 1954; whether he was hired as a regular or temporary employee; his job title and a brief resume of his duties; whether his duties brought him into contact with asbestos, and is so, to what degree; whether or not he was exposed to other materials which might have a deleterious effect upon the lungs over a period of time, and if so, the nature of the substance and the degree of exposure; and whether or not Mr. Cuthbertson ever made any complaint with respect to exposure to deleterious substances or alleged ill ness as a result of alleged exposure.

Please forward the original and two copies direct to our attorneys, Hanna and Brophy, 1540 San Pablo Avenue, Oakland, Calif., with the third carbon copy to this office.

Your prompt and complete cooperation with our counsel is earnestly solicited, as this matter is set for a hearing before the Industrial Accident Commission on August 13, 1959.

Very truly yours,

N. H. Abreu
Adjuster

NHAJJ
cc: Hanna & Brophy, Oakland

Re: Calculation

New Construction work activity included the [illegible] of various types of pipe coverings & [illegible] insulations, job site fabrication of fittings and the use of insulating cements. These products are manufactured from a number of different base materials including calcium silicate, magnesium carbonate mineral wool asbestos fibers, diatomaceous silica combined with mineral fillers, slag mineral wool, etc.

The degree of exposure to hazardous conditions are almost nil since there is no noticeable concentration of dust over prolonged periods of time when exposure to such conditions are necessary.

Dick:
Here is rough up to date (per our computer etc)
You can use as you want
Connie worked 7/27

Cuthbertson, Robert

3000 Cutting Blvd. Apt. 1 F Richmond, Calif.

2438 Garvin Street,

Form 568 2

Location

All Others X

Local No.

Social Security Number 568 28 7686

Date of Birth 5 4 28 S.

Occupation Pipe Coverer

Pay No.	Date Hired	Date Disch.	Termination Due to	Pack No.	Pay Period Ends	Hours O.T.	Hours S.T.	Rate O.T.	Rate S.T.	CALIF. Days	CALIF. Wages	Days	Wages	Days	Wages	Days	Wages	Days	Wages	Exempt Wages Federal F.I.C.A.	Exempt Wages Federal F.U.	Exempt Wages State	EMPLOYER DEDUCTIONS F.I.C.A.	Withholding	State Unemp.	City Wage Tax	Misc. Ded.
1		1-23		111	1-30	24		2.71		3	65 04												98	5 30			
2		1-4		128	1-6	32		"		4	86 72												130	9 70			
3		1-10		144	1-13	40		"		5	108 40												163	12 80			
4		1-17		154	1-20	40		"		5	108 40												163	12 80			
5		1-25		179	1-27	40		"		5	108 40	116 16										9 17	163	12 80	5 40		
6		2-1		175	2-3	40		"		5	108 40												163	12 80			
7		2-8		132	2-10	40		"		5	108 40												163	12 80			
8		2-15		146	2-17	40		"		5	108 40												163	12 80			
9		2-21		159	2-24	32		"		4	86 72	111 92										6 11	130	9 70	5 40		
10		2-29		109	3-2	4	36	2.70		5	118 80												178	15 80			
11		3-7		124	3-9	40		2.71		5	108 40												163	12 80			
12		3-14		138	3-16	40		"		5	108 40												163	12 80			
13		3-21		167	3-23	40		"		5	101 40												163	12 80			
1st Quarter Total Fed.				1332.88				Total D.		1332.88													2003	154 76			182
14		3-28		111	3-30	40		2.71		5	109 40												163	12 80			
15		4-4		129	4-6	40		"		5	108 40												163	12 80			
16		4-11		141	4-13	35		"		5	94 85												142	11 30			
17		4-18		152	4-20	40		"		5	108 40												163	12 80			
18		4-25		165	4-27	40		"		5	108 40	57 34										9 17	163	12 80			
19		5-2		114	5-4	46	17	"		5	113 80												171	14 80			
20		5-9		153	5-11	30		"		5	81 30												122	9 50			
21		5-19	On Strike	131	5-17	2		2.70		1	21 60	21 60											32	-			
22																											
23																											
24	6-2	6-6		196	6-8	40		2.71		5	108 40												163	12 80			
25		6-13		197	6-15	40		"		5	108 40												163	16 40			
26		6-20		151	6-22	40	24	"		5	111					2 405 91							167	13 20			

Week Ending 2405.76 2405.76

Name Gutilbertson, Robert

Soc. Sec. Number 568-28-7686

	Week Ending	Total Hours	Transfer Dept. No.	Pay Period Ending	Hours O.T.	Hours D.T.	Rate O.T.	Rate D.T.	Regular Wages	Rate	Wages	Rate	Wages	Rate	Wages	Rate	Wages	Federal F.I.C.A. F.W.	State	F.I.C.A.	Withholding	State Unemp.	City Wage Tax	Other Deductions
27	6-23	6-27		6-29	40		2.71		5	108	40									1 63	12	80			
28																									
29																									
30																									
31																									
32	7-28	8-1		11-6	9-3	40	11		5	108	40									1 63	13	80			
33		8-8		133	8-10	40	11		5	108	40									1 63	13	80			
34		8-15		149	8-17	40	11		5	108	40									1 63	13	80			
35		8-22		165	8-24	40	11		5	108	40									1 63	13	80			
36		8-29		113	8-31	40	11		5	108	40									1 63	13	80			
37		9-5		177	9-7	37	3/4		4	96	70									1 44	11	30			
38		9-12		165	9-14	32	11		4	92	80									1 39	10	90			
39		9-19		169	9-21	40	11		4	114	00									1 74	15	80			
	Total Payroll				1117.80				1017.80											15 34	12	70			
	Taxable Payroll								594.02																
40		9-26		141	9-28	37	3/4		5	118	70									1 78	14	80			
41		10-3		177	10-5	40	11		5	116	00									1 96	15	80			
42		10-10		133	10-12	40	30		5	127	05										17	80			
43		10-17		154	10-19	36	11		5	108	90										13	90			
44		10-24		173	10-26	40	11		5	117	00										16	80			
45		10-31		113	11-2	40	11		5	117	00										16	80			
46		11-7		130	11-9	40	11		5	117	00										25	30			
		11-14		145	11-16	40	11		5	117	00										16	80			
47		11-21		164	11-23	40	11		5	124	03										16	80			
48		11-28		113	11-30	32	11		4	99	83										13	10			
49		12-5		124	12-7	40	11		5	121	00										16	20			
50		12-12		142	12-14	40	11		5	121	00										16	80			
51		12-19		162	12-21	40	Bonus		5	163	35										25	30			
52		12-26		111	12-28	40	11		5	95	00										11	70			

Name: Cuthbertson, Robert

Address: 2938 Garvin Street, Richmond, California

Change of Address:

Local No.: All Others: X

Soc. Sec. Number: 568 28 7686

Date of Birth: 5 4 28 S.

Occupation: Pipe Coverer

Date Hired	Date Disch.	Termination Due to	Pack No.	Pay Period Ends	Hours O.T.	Hours S.T.	Rate O.T.	Rate S.T.	Calif. Days	Calif. Wages	Days	Wages	Days	Wages	Days	Wages	Days	Wages	Exempt Wages Federal F.I.C.A. P.U.	Exempt Wages State	EMPLOYEE DEDUCTIONS F.I.C.A.	Fed. Withholding	State Unemp.	City Wage Tax	
	1-2		112	1-4	32		3.025		4	96 80											1 45	11 70			
	1-9		134	1-11	40		"		5	121 00											1 82	16 80			
	1-16		141	1-18	40		"		5	121 00											1 82	16 80			
	1-23		156	1-25	40		"		5	124 03											1 86	16 80			
	1-30		103	2-1	40		"		5	124 03											1 86	16 80			
	2-6		130	2-8	40		"		5	121 00											1 82	16 80			
	2-13		150	2-15	40		"		5	121 00											1 82	16 80			
	2-20		159	2-22	40		"		5	121 00											1 82	16 80			
	2-27		116	3-1	32		"		4	96 80											1 45	11 70			
	3-6		129	3-8	40		"		5	121 00											1 82	16 80			
	3-13		154	3-15	32		"		4	96 80											1 45	11 70			
	3-20		144	3-22	40		"		5	121 00											1 82	16 80			
1st. Quarter Total Fed.			1385.47		Total St.				1385.47												20 21	116 30			
	3-27		112	3-29	40		"		5	121 00											1 82	16 80			
	4-3		132	4-5	40		"		5	121 00											1 82	16 80			
	4-10		146	4-12	40		"		5	121 00											1 82	16 80			
	4-17		164	4-19	40		"		5	121 00											1 82	16 80			
	4-24		187	4-26	40		"		5	121 00											1 82	16 80			
	5-1		120	5-3	40		"		5	121 00											1 82	16 80			
	5-8		131	5-10	40		"		5	121 00											1 82	16 80			
	5-15		155	5-17	40		"		5	121 00							2 353 47				1 82	16 80			
	5-22		167	5-23	40		"		5	121 00											1 82	16 80			
	5-29		114	5-31	40		"		5	121 00											1 82	16 80			
	6-5		139	6-7	40		"		5	121 00											1 82	16 80			
	6-12		145	6-14	36		"		5	108 91											1 63	13 30			
	6-19		154	6-21	40		"		5	121 00											1 82	16 80			
2nd Quarter	Total Fr		1510.91						1510.91												22 63	176 60			

Name Cuthbertson, Roberts

Date		Time In	Time Out	Hours	Rate	Gross Earnings								Deductions					
Week	Week Ending																		
	2.26		11.4	6.30	41	3.025	5	121	00										
	3.3		12.4	7.5	40	"	5	121	00										
	3.10		14.8	7.13	40	"	5	121	00										
	3.17		16.1	7.19	40	"	5	121	00										
	3.24		17.8	7.26	40	"	5	121	00										
	3.31		10.2	2.2	40	"	5	121	00										
	4.7		12.7	8.9	40	"	5	121	00										
	4.14		14.3	8.16	40	"	5	121	00										
	4.21		15.2	8.23	40	"	5	121	00										
	2.28		11.0	2.30	40	"	5	121	00										
	9.22	Stanley	12.4	9.6	24	"	3	72	60										
3rd Quarter	Total Payroll		1212.10				1119.60												
	Taxable Payroll		(453.60)				(53.50)												
7.30	10.4		11.4	10.4	40	3.35	5	105	10										
	10.9		13.5	10.11	40	"	5	121	00										
	10.16		15.2	11.2	40	"	5	121	00										
	10.23		17.3	10.25	40	"	5	121	00										
	10.30		11.1	11.1	40	3.30	5	132	00										
	11.6		13.6	11.3	32	3.75 3.30	5	130	00										
	11.13		14.9	11.15	32	"	4	105	60										
	11.20		17.1	11.22	40	"	5	132	00										
	11.27		11.7	11.29	32	3.125	4	101	60										
	12.4		12.6	12.6	40	"	5	121	00										
	12.11		16.3	12.13	40	"	5	121	00										
	12.18		17.7	12.20	40	"	5	121	00										
	12.25		10.1	12.27	32	"	4	101	60										
4th Quarter	Total Payroll		1629.50				1629.50												
	Taxable Payroll																		

Name: Cuthbertson, Robert

Address: 2438 Carwin Street, Richmond, California

Soc. Sec. Number: 568-28-7666

Date of Birth: 5-4-26

Occupation: Pipe Coverer

Date Hired	Date Disch.	Termination Due to	Pack No.	Pay Period Ends	Hours O.T.	Hours S.T.	Rate O.T.	Rate S.T.	Calif. Days	Calif. Wages	Days	Wages	Days	Wages	Days	Wages	Days	Wages	Federal F.I.C.A.	F.I.C.A. P.T.	State	EMPLOYEE DEDUCTIONS F.I.C.A.	Withholding	State Disability	Other Wage Tax	Other
	1-2		112	1-4		32		3025	4	96 80												1 45	11 70			
	1-9		134	1-11		40		"	5	121 00												1 82	14 80			
	1-16		141	1-18		40		"	5	121 00												1 82	14 80			
	1-23		156	1-25		40		"	5	124 03												1 87	14 80			
	1-30		168	2-1		40		"	5	124 03												1 86	14 80			
	2-6		130	2-8		40		"	5	121 00												1 82	14 80			
	2-13		150	2-15		40		"	5	121 00												1 82	14 80			
	2-20		159	2-22		40		"	5	121 00												1 83	14 80			
	2-27		116	3-1		32		"	4	96 80												1 45	11 70			
	3-6		129	3-8		40		"	5	121 00												1 82	14 80			
	3-13		154	3-15		32		"	4	96 80												1 45	11 70			
	3-20		174	3-22		40		"	5	121 00												1 82	14 80			
1st. Quarter Total Fed.			1385.47		Total St.				1385.47													26.91	114.30			
	3-27		112	3-29		40		"	5	121 00												1 82	14 80			
	4-3		132	4-5		40		"	5	121 00												1 82	14 80			
	4-10		146	4-12		40		"	5	121 00												1 82	14 80			
	4-17		164	4-19		40		"	5	121 00												1 82	14 80			
	4-24		187	4-26		40		"	5	121 00												1 83	14 80			
	5-1		120	5-3		40		"	5	121 00												1 82	14 80			
	5-8		131	5-10		40		"	5	121 00												1 82	14 80			
	5-15		155	5-17		40		"	5	121 00												1 82	14 80			
	5-22		169	5-23		40		"	5	121 00												1 82	14 80			
	5-29		114	5-31		40		"	5	121 00												1 82	14 80			
	6-5		130	6-7		40		"	5	121 00												1 82	14 80			
	6-12		142	6-14		36		"	5	109 91												1 63	13 80			
	6-19		154	6-21		40		"	5	121 00												1 82	14 80			
2nd Quarter		Total Fed.		1510.91					1556.11													23.45	216.60			

Name Cuthbertson, Robert

Address 2435 Cerulin St., Richmond, Calif.

Change of Address

Year 194 4

Social Sec. Number 568 28 7686

Date of Birth 5 [illegible] 28

Occupation Pipe Coverer

Married

All Others X

Local No.

Date Hired	Date Disch.	Temporary Loan Date	Prod. No.	Reg. Period Ends	Hours O.T.	Hours S.T.	Rate O.T.	Rate S.T.	Calif. Date	Calif. Wages	Date	Wages	Date	Wages	Date	Wages	Date	Wages	Date	Wages	Federal F.I.C.A.	F.U.	State	F.I.C.A.	Wkly. Insurance	State Disability	City Wage Tax
	12-31		116	1-3	32		3.175		4	101 60														10 3	11 50	
	1-10		129	1-10	16	40	4.10	"	9	224 60																
	15		155	17		40		"	5	127 00																
	22		173	24		40		"	5	127 00																
	29		115	31		40		"	5	127 00																
	2-5		132	2-7		40		"	5	127 00																
	12		157	14		40		"	5	127 00																
	19		170	21		41		"	5	127 00																
	26		106	28		32		"	4	101 60																
	3-5		121	3-7		40		"	5	127 00																
	12		152	14		41		"	5	129 11																
	19		195	21		40		"	5	127 00																
	26		165	28		40		"	5	127 00																
1st Quarter Total Fed.			1697.60		Total St.				1497.60															99	21 70	
	4-2		110	4-4		41	3.175		5	127 00																
	9	Travel Allowance	142	11		32		"	4	101 60																
	16		162	18		40		"	5	127 00																
	23		123	25		41		"	5	127 00																
	30		127	5-2		40		"	5	127 00																
	5-7		129	9		40		"	5	127 00																
	14		157	16		40		"	5	127 00																
	21		174	23		40		"	5	127 00																
	5-28		108	5-30		40		"	5	127 00																
	6-4		130	6-6		32		"	4	101 60																
	11		158	13		40		"	5	127 00																
	18		171	20		40		"	5	127 00																
	25		144	27		40		"	5	127 00																
2nd Quarter Total Fed.			1466.20		Total St.				1440.20																	

1st 6 Mths. Total 329.00 329.00

Name Cuthbertson, Robert

Emp. Num. Number 568 28 7686

Date Hired	Date Term.	Termination Date Is	Pack No.	Pay Period Ends	Hours O.T.	Hours S.T.	O.T.	Rate S.T.	Calls Date	Calls Wages								Amount Wages Federal F.I.C.A.	F.I.C.A. P.D.	State	EMPLOYEE DEDUCTIONS F.I.C.A.	W/H. Withheld	State Unemp.	Other Wages Tax	Other D
	9.2		109	7.4	36	3.75	5	114	90												3 29	13 30			
	9		193	11	32	"	4	101	60												3 03	11 50			
	14		139	11	29	"	3	76	20												1 52	6 90			

July 29, 1959

Standard Accident Insurance Company
840 West San Bruno Avenue
San Bruno, California

Gentlemen:

Subject: 96-C 960794
Armstrong Cork Company
Robert F. Cuthbertson
Date of Disability: 8/1/58
Policy: AZ 688800
1/1/50 to 1/1/51

As requested in your July 22nd letter, we enclose, in duplicate, the 1950 and 1951 earnings record of Robert Cuthbertson. Standard Accident Insurance Company insured Armstrong Cork Company during the years 1950 and 1951.

Similar photostats for the years 1952, 1953 and 1954 have been sent to The Travelers Oakland office, which insured Armstrong Cork Company the three years in question.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

John R. Keller, ACHS, Lane.
John S. Taylor, ACHS, San Francisco

Enclosures

D M FERRY JR Chairman of the Board

L K KIRK President

SYMBOL OF SERVICE FOR 75 YEARS

Standard Accident Insurance Company

INCORPORATED 1884

CASUALTY · FIRE · MARINE · FIDELITY · SURETY

ROY W. SMITH
MANAGER

NORTHERN CALIFORNIA BRANCH OFFICE
840 WEST SAN BRUNO AVENUE
SAN BRUNO, CALIF.

PHONE JUNO 3-4000

JUL 24 1959

AIR MAIL

JULY 22, 1959

ARMSTRONG CORK COMPANY
LANCASTER, PENNSYLVANIA

ATTN: R. C. SCHIEDT, JR.
INSURANCE DEPT.

RE: 96-C 960794
ARMSTRONG CORK COMPANY
ROBERT F. CUTHBERTSON
DATE OF DISABILITY: 8-1-58
POLICY: AZ 688800
~~1-1-50~~ TO 1-1-51

GENTLEMEN:

YOU WILL RECALL THAT ON JUNE 15, 1959 WE ASKED YOUR HELP REGARDING EMPLOYMENT RECORD OF ROY THORSTED AND WHICH WE DULY RECEIVED AND FOR WHICH WE THANK YOU. NOW WE MUST CALL ON YOU AGAIN FOR THE EMPLOYMENT RECORD OF THE ABOVE CAPTIONED CLAIMANT WHO IS NOW PRESENTING A CLAIM FOR ASBESTOSIS.

THE EMPLOYMENT RECORD WE HAVE RECEIVED INDICATES MR. CUTHBERTSON WORKED FOR YOUR COMPANY FROM SEPTEMBER 13, 1950 THROUGH JULY 17, 1954 INCLUSIVELY. WE ARE ENCLOSING ENOUGH FORMS FOR YOU TO COMPLETE FOR THIS ENTIRE 5 YEAR PERIOD AND ASK THAT YOU RETURN TO US AS SOON AS POSSIBLE INASMUCH HEARING BEFORE THE INDUSTRIAL ACCIDENT COMMISSION IS SET FOR AUGUST 13, 1959.

WE WISH TO THANK YOU FOR YOUR COURTESY AND COOPERATION FOR THIS AND PAST REQUESTS ON THESE CLAIMS.

VERY TRULY YOURS,

Vera E. Dowling

VERA E. DOWLING
CLAIM REPRESENTATIVE

VED/MS
ENCLS.

CC: V.L.P. SHRIVER AGENCY
CC: HANNA & BROPHY, ATTORNEYS

1950
1951
1953
1954

Outhbertson K.

Date Hired	Date Quit	Total Hours Worked	Rate Per Hr.	Total Earnings	O.T. @ 1½	O.T. @ 2	Gallo								Deductions					
							Fed	Taxable	Fed	Taxable	St	Taxable	Fed	Taxable	Amount Paid	F.O.A.	Withholding Tax	State Unemp.	City Wage Tax	Group Ins.
2-20	2-2		12.7	8.40	2.40	2.50	5	60	00							90	8	40		40
	2-26		12.2	8.72	40	"	5	100	00							1	50	9	60		1	00
	2-23		14.5	9.28	28	-	4	70	00							1	00	4	90			70
3rd Quarter	Total Payroll						Fed.	120.00	St.	230.00								17	90			
	Taxable Payroll																					
	2-25		11.1	10.4	40	2.50	5	100	00							1	50	11	50		1	00
	10-4		12.4	10.1	40		5	100	00							1	50	11	50		1	00
	10-11		13.2	10.12	40	"	5	100	00							1	50	11	50		1	00
	10-18		13.1	10.77	40	"	5	100	00							1	50	11	50		1	00
	10-25		11.1	10.27	40	"	5	100	00							1	50	11	50		1	00
	11-3		12.2	11.2	40	-	5	100	-							1	50	11	50		1	00
	11-6		13.2	11.12	6	"	1	20	00								30		-			30
	11-17		11.6	11.23	40	"	5	100	00							1	50	11	50		1	00
	11-22		14.2	11.24	32	"	4	80	00							1	20	9	20			80
	12-1		11.2	12.3	40	"	5	100	00							1	50	11	50		1	00
	12-8		13.6	12.10	40	"	5	100	00							1	50	11	50		1	00
	12-15		11.1	12.17	40	"	5	100	00							1	50	11	50		1	00
	12-22		11.1	12.24	40	"	5	100	00							1	50	11	50		1	00
4th	Total Payroll							120.00		120.00								12	60			

Year 19[illegible]

Cuthbertson Robert

[illegible] Sequoia Drive San Pablo Calif.

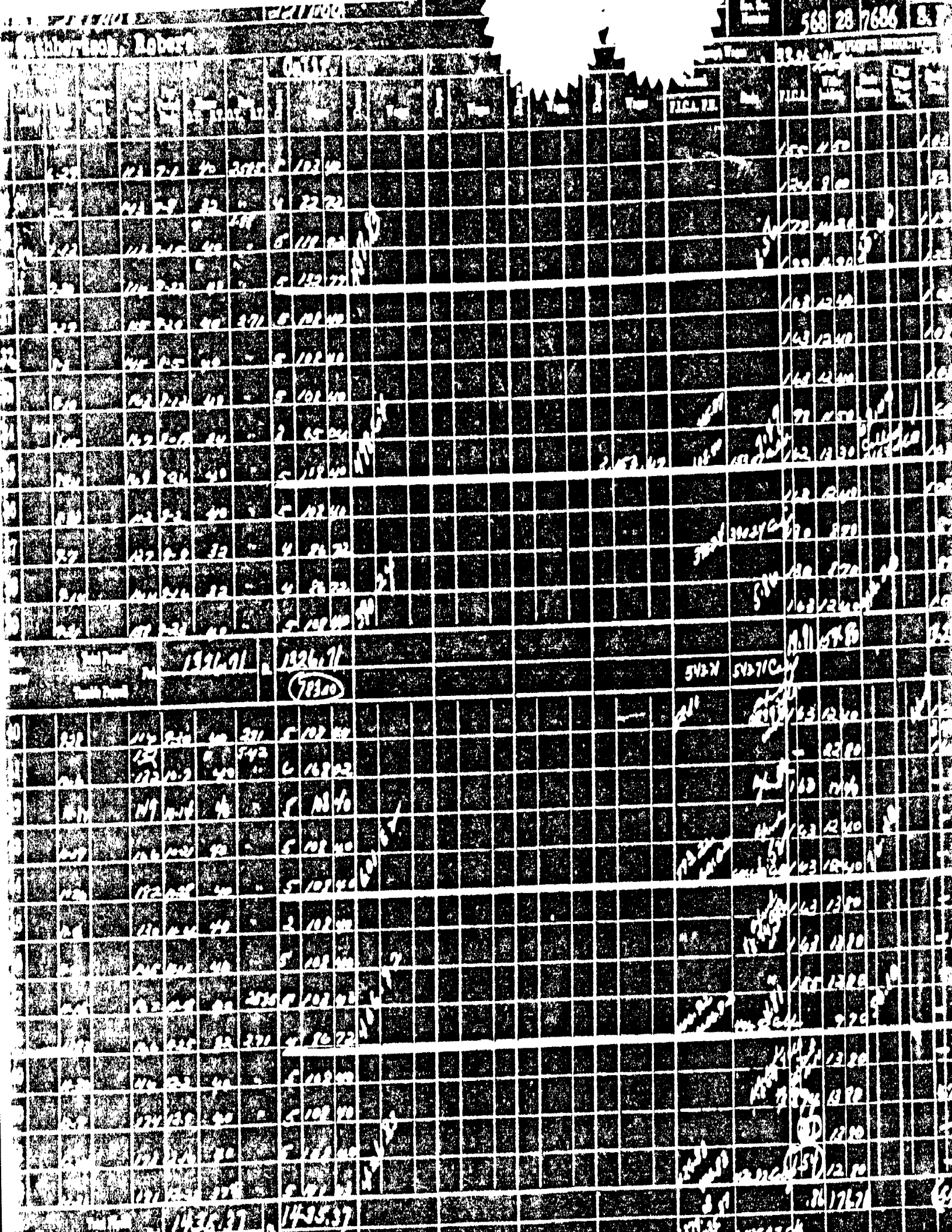
3000 Cutting Blvd. Lot 3-E Richmond Calif.

Soc. Sec. Number 568 28 7686

Date of Birth 5 4 28

Occupation Lab. Worker

Name	Date Hired	Date Disch.	Termination Code No.	Pack No.	Pay Period Ends	Hours O.T.	Hours S.T.	Rate O.T.	Rate S.T.	Days	Wages	Days	Wages	Days	Wages	Days	Wages	Days	Wages	Earned Wages Federal F.I.C.A. P.H.	Earned Wages State	EMPLOYEE DEDUCTIONS F.I.C.A.	With-holding	State Disability	City Wage Tax	State Tax
1		12-29		102	12-31	32		2.50		4	80 00											1 20	2 20			
2		1-5		112	1-7	32		"		4	80 00											1 20	2 20			
3		1-12		122	1-14	40		"		5	100 00											1 50	1 50			
4		1-19		140	1-21	32		"		4	80 00											1 20	2 20			
5		1-26		150	1-28	40		"		5	100 00											1 50	2 20			
6		2-2		102	2-4	40		"		5	100 00											1 50	1 50			
7		2-9		115	2-11	40		"		5	100 00											1 50	1 50			
8		2-16		141	2-18	40		"		5	100 00											1 50	1 50			
9		2-23		153	2-25	32		"		4	80 00											1 20	2 20			
10		3-2		116	3-4	36		"		5	90 00											1 35	9 50			
11		3-9		129	3-11	32		"		4	80 00											1 20	7 70			
12		3-16		141	3-18	40		"		5	105 00											1 58	12 40			
13		3-23		153	3-25	40		"		5	105 00											1 58	12 40			
1st Quarter Total Fed.				1200.00					Total Ea.		1200.00											1 01	136 50			
14		3-30		115	4-1	32		3.00		4	80 00											1 20	7 20			
15		4-2	✓	125	4-8	8		"		1	30 00											71				
16																										
17																										
18	4-23	4-27		112	4-29	16		"		5	120 00											1 50	11 50			
19		5-4		122	5-6	24		"		5	90 00											1 35	9 50			
20		5-11		141	5-13	40		"		5	100 00											1 50	11 50			
21		5-18		161	5-20	40		"		5	115 00											1 72	14 20			
22		5-25		174	5-27	40		2.50		5	125 00											1 88	11 50			
23		6-1		112	6-3	32		"		4	92 32											1 42	11 00			
24		6-8		122	6-10	40		2.50		5	103 40											1 55	11 50			
25		6-15		142	6-17	40		"		5	103 40											1 55	11 50			
26		6-22		152	6-24	40		"		5	103 40											1 55	11 50			



July 29, 1959

Standard Accident Insurance Company
840 West San Bruno Avenue
San Bruno, California

Gentlemen:

Subject: 96-C 960794
Armstrong Cork Company
Robert F. Cuthbertson
Date of Disability: 8/1/58
Policy: AZ 668800
1/1/50 to 1/1/51

As requested in your July 22nd letter, we enclose, in duplicate, the 1950 and 1951 earnings record of Robert Cuthbertson. Standard Accident Insurance Company insured Armstrong Cork Company during the years 1950 and 1951.

Similar photostats for the years 1952, 1953 and 1954 have been sent to The Travelers Oakland office, which insured Armstrong Cork Company the three years in question.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

John E. Zeller, AC&S, Lanc.
John S. Taylor, AC&S, San Francisco

Enclosures

Chamber of Commerce

1550 Chevron Avenue San Francisco, CA

2000 Cutting Blvd Ste 1 Richmond, CA

Pay Period Ends

Hours OT DT

Rate OT DT

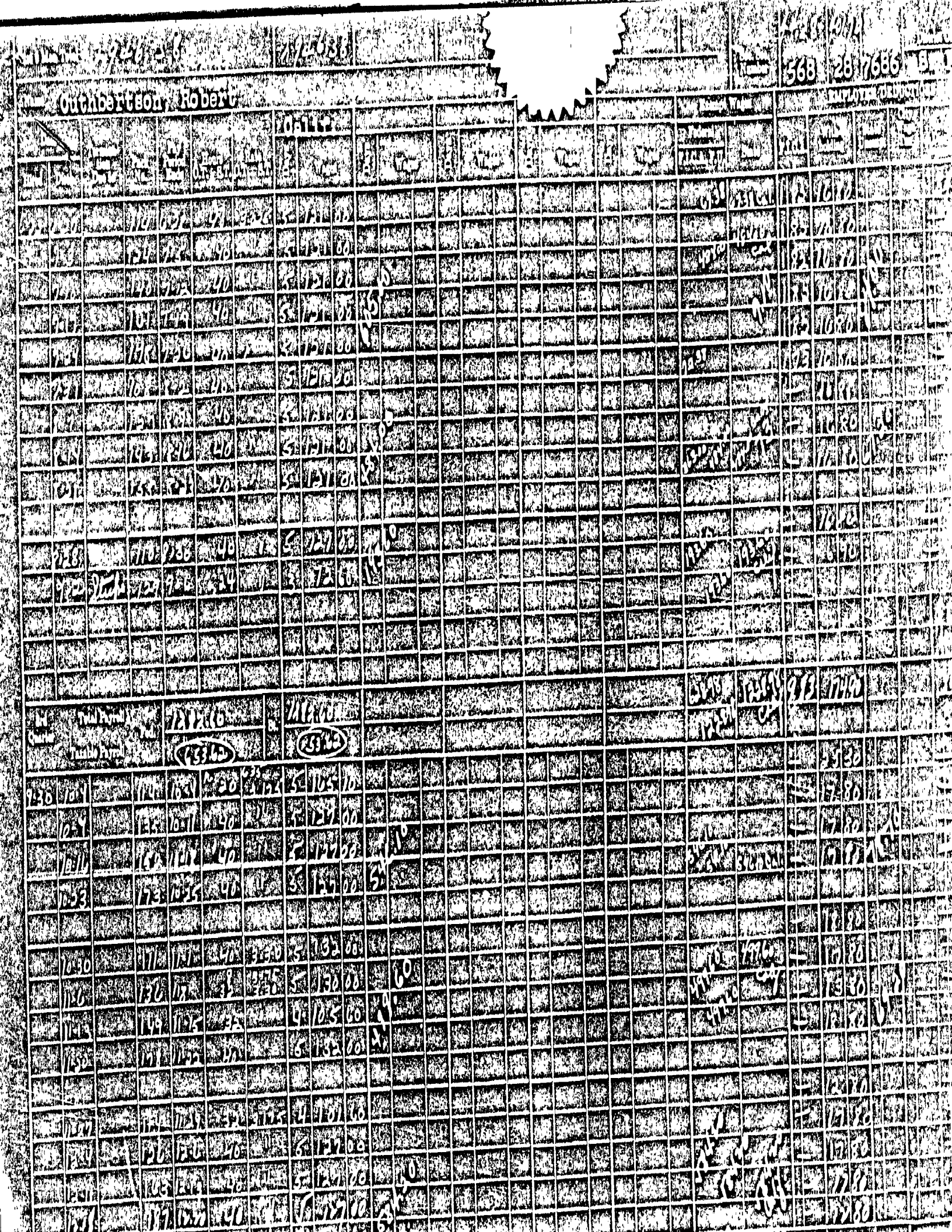
Wages

Total Gr

Total Wages

Pipe Coverer

2458 Garvin Street



Year 1954

Name: Cuthbertson, Robert

Address: 2438 Garvin St., Richmond, Calif.

Occupation: Pipe Coverer

Calif.

Date Hired	Date Left	Terminated Laid Off Quit Discharged	Pay Roll No.	Pay Period Ended	Hours O.T.	Hours S.T.	Rate O.T.	Rate S.T.	Gross Wages
12-31			7116	1-3	32				3,375 60
1-11			7247	1-16	24				2,410 60
1-25			7382	1-31	40				3,127 00
2-8			7511	2-14	40				3,127 00
2-22			7645	2-28	40				3,127 00
3-8			7775	3-14	40				3,127 00
3-22			7902	3-28	40				3,127 00
4-5			8029	4-11	40				3,127 00
4-19			8160	4-25	40				3,127 00
5-3			8290	5-9	40				3,127 00
5-17			8420	5-23	40				3,127 00
5-31			8550	6-6	40				3,127 00
6-14			8680	6-20	40				3,127 00
6-28			8810	7-4	40				3,127 00
7-12			8940	7-18	40				3,127 00
7-26			9070	8-1	40				3,127 00
8-9			9200	8-15	40				3,127 00
8-23			9330	8-29	40				3,127 00
9-6			9460	9-12	40				3,127 00
9-20			9590	9-26	40				3,127 00
10-4			9720	10-10	40				3,127 00
10-18			9850	10-24	40				3,127 00
11-1			9980	11-7	40				3,127 00
11-15			10110	11-21	40				3,127 00
11-29			10240	12-5	40				3,127 00
12-13			10370	12-19	40				3,127 00
12-27			10500	1-2	40				3,127 00
Total Gross Wages This Page			10677	Total No.					77,472 60
1-10			10630	1-16	40				3,127 00
1-24			10760	1-30	40				3,127 00
2-7			10890	2-13	40				3,127 00
2-21			11020	2-27	40				3,127 00
3-7			11150	3-13	40				3,127 00
3-21			11280	3-27	40				3,127 00
4-4			11410	4-10	40				3,127 00
4-18			11540	4-24	40				3,127 00
5-2			11670	5-8	40				3,127 00
5-16			11800	5-22	40				3,127 00
5-30			11930	6-5	40				3,127 00
6-13			12060	6-19	40				3,127 00
6-27			12190	7-3	40				3,127 00
7-11			12320	7-17	40				3,127 00
7-25			12450	7-31	40				3,127 00
8-8			12580	8-14	40				3,127 00
8-22			12710	8-28	40				3,127 00
9-5			12840	9-11	40				3,127 00
9-19			12970	9-25	40				3,127 00
10-3			13100	10-9	40				3,127 00
10-17			13230	10-23	40				3,127 00
10-31			13360	11-6	40				3,127 00
11-14			13490	11-20	40				3,127 00
11-28			13620	12-4	40				3,127 00
12-12			13750	12-18	40				3,127 00
12-26			13880	1-1	40				3,127 00
Total Gross Wages This Page			13677	Total No.					77,472 60
1-9			13630	1-15	40				3,127 00
1-23			13760	1-29	40				3,127 00
2-6			13890	2-12	40				3,127 00
2-20			14020	2-26	40				3,127 00
3-6			14150	3-12	40				3,127 00
3-20			14280	3-26	40				3,127 00
4-3			14410	4-9	40				3,127 00
4-17			14540	4-23	40				3,127 00
5-1			14670	5-7	40				3,127 00
5-15			14800	5-21	40				3,127 00
5-29			14930	6-4	40				3,127 00
6-12			15060	6-18	40				3,127 00
6-26			15190	7-2	40				3,127 00
7-10			15320	7-16	40				3,127 00
7-24			15450	7-30	40				3,127 00
8-7			15580	8-13	40				3,127 00
8-21			15710	8-27	40				3,127 00
9-4			15840	9-10	40				3,127 00
9-18			15970	9-24	40				3,127 00
10-2			16100	10-8	40				3,127 00
10-16			16230	10-22	40				3,127 00
10-30			16360	11-5	40				3,127 00
11-13			16490	11-19	40				3,127 00
11-27			16620	12-3	40				3,127 00
12-11			16750	12-17	40				3,127 00
12-25			16880	12-31	40				3,127 00
Total Gross Wages This Page			16677	Total No.					77,472 60

Year 1954

Name: Cuthbertson, Robert

2438 Garvin St., Richmond, Calif.

Calif.

Pipe Coverer

EMPLOYEE DEDUCTIONS

The Travelers

The Travelers Insurance Company
The Travelers Indemnity Company

CLAIM DEPARTMENT
J. A. JOHNS, Claim Manager

BRANCH OFFICE
1956 Webster Street
OAKLAND 12, CALIFORNIA
Telephone: TEmplebar 2-8200

July 21, 1959

Armstrong Cork Company,
304 Shaw Road,
San Francisco, California.

B-8972691
Re: Robert F. Cuthbertson
Armstrong Cork Co.
d/a 7-14-54

Gentlemen:

Please submit a statement, in quadruplicate, indicating all inclusive dates of Mr. Cuthbertson's employment; his salary (by the hourly wage and gross for the years 1953 and 1954; whether he was hired as a regular or temporary employee; his job title and a brief resume of his duties; whether his duties brought him into contact with asbestos, and is so, to what degree; whether or not he was exposed to other materials which might have a deleterious effect upon the lungs over a period of time, and if so, the nature of the substance and the degree of exposure; and whether or not Mr. Cuthbertson ever made any complaint with respect to exposure to deleterious substances or alleged ill ness as a result of alleged exposure.

Please forward the original and two copies direct to our attorneys, Hanna and Brophy, 1540 San Pablo Avenue, Oakland, Calif., with the third carbon copy to this office.

Your prompt and complete cooperation with our counsel is earnestly solicited, as this matter is set for a hearing before the Industrial Accident Commission on August 13, 1959.

Very truly yours,

N. H. Abreu

N. H. Abreu
Adjuster

NHA:JJ
cc: Hanna & Brophy, Oakland

W. B. Hoffer

Armstrong CONTRACTING

INTER/OFFICE COMMUNICATION

July 22, 1959

To J. E. Zeller, Lancaster

From J. S. Taylor, San Francisco

Subject Robert F. Cuthbertson
Request for information

Enclosed are duplicate copies of Travelers Insurance letter dated July 21st which is self explanatory.

It is our understanding that this will be handled by the Armstrong Cork Company's Insurance Department. If we can be of any further help, please let us know.

DJM

J. G. Murphy, Sacramento

P.S. Please forward the original copy to Armstrong Cork Company for their action.

JST

FORM 31501 1-59

Re: Culbertson

Mr. Culbertson was employed periodically by
our company as an Asbestos Worker during
the time indicated below

His duties as a skilled mechanic included the
application of various types of pipe coverings for
insulation, job site fabrication of fittings and
the use of insulating cements. These products
are manufactured from a number of different
basic materials including asbestos fibers, magnesium
carbonate reinforced with asbestos fibers, diatomaceous
silica combined with mineral fillers, slag wool
wool, etc.

The degree of exposure to hazardous conditions
are almost nil since there is no noticeable concentration
of dust nor prolonged periods of time when exposure
to such conditions are necessary. etc'

(" " our computer)

Dick:
This is rough - up is a
new one from the
last one that I worked on 7/27

July 29, 1959

Hanna and Brophy
1540 San Pablo Avenue
Oakland, California

Gentlemen:

Subject: B-8972691
Re: Robert F. Cuthbertson
Armstrong Cork Company
D/A 7-14-54

The Travelers Oakland office requested that we send you, in triplicate, the earnings record of Robert F. Cuthbertson during the years insured by Travelers workmen's compensation policies. Photostats covering the years 1952, 1953 and 1954 are enclosed.

His duties as a skilled insulation mechanic include the application of various types of pipe coverings and block insulation, job site fabrication of fittings, and the use of insulating cements. The products used are manufactured from a number of different basic materials including, in part, cork covering, asbestos felts, magnesium carbonate reinforced with asbestos fibers, diatomaceous silica combined with a mineral filler and slag mineral wool.

We know your attorneys both in your San Francisco and Oakland offices have had considerable experience handling asbestosis claims. However, if you require more details regarding working conditions, etc., please contact our Mr. J. S. Taylor, manager of the San Francisco office of Armstrong Contracting and Supply Corporation, a wholly owned subsidiary of Armstrong Cork Company, whose address is 304 Shaw Road, South San Francisco.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

Enclosures

J. E. Zeller, AC&S, Lancaster
J. S. Taylor, AC&S, San Francisco

M. H. Abreu, Travelers adjuster

T 8-18-59

August 5, 1959

Mr. Ivan Schwab
Hanna & Brophy
1540 San Pablo Avenue
Oakland, Calif.

Dear Mr. Schwab:

Subject: Robert F. Cuthbertson vs. Armstrong Cork Company

We find the job of accumulating the detailed information you requested in connection with the claim of Robert F. Cuthbertson for the years 1950, 1951, 1952, 1953, and 1954 will take longer than we had estimated.

In addition to the San Francisco office, several different departments here in Lancaster are involved, and with this month's vacations, we believe it could be the end of August before the information can be accumulated.

We trust this delay will not seriously inconvenience you, and we will make every effort to supply you with the information as promptly as possible.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

JEZ

Beaudry & Wilson
420 Market Street
San Francisco 11, Calif.

J. S. Taylor, AC&S, San Francisco
J. E. Zeller, AC&S, Lancaster

Robert F. Cuthbertson 568-28-76

San Francisco

Hired -	9-6-50	out 5-12-52
	6-2-52	6-27-52
	7-28-52	9-2-53
	9-30-53	7-14-54

Robert F. Cuthbertson — 568-28-7676 — San Francisco

Pay Ending	Contract #	
		Joint Ventures
12-31-50	46535	
	46537	
1-14-51	46445X1	Geo. Hyde + Unit. Han Fran Cal - Hemet Outlook Cal
2-11-51	46445X2	" " " " " "
3-11-51	46-537	
3-25-51	46369	
	46549	
4-1-51	46519	
4-1-51	46495	
5-6-51	46 [illegible]	
	46 [illegible]	Peny + Julian San Fran Cal - Humanity J Cal Orchard
5-13-51	46457	
6-14-51	46511	
7-1-51	46649	
7-15-51	46455X2	
7-22-51	46561	
9-2-51	46445X6	
9-9-51	46-573	Indiana San Fran Cal - Jo Julian Island, Santa
9-30-51	46443	
	46555	
10-7-51	46643X1	
11-4-51	46621	

1-13-52	46669	Monterey County Plumbing - Holland Cal - Geneva Avenue, Ben
1-20-52	46693	M.A. Gabriel, Martinez Cal - Geneva Avenue, Geneva
2-3-52	46701	Peny & Julian, San Fran. Cal - Vista Jr. High, Berkeley
2-10-52	46711	
		Perkins & Hanson, Los Angeles Cal - San Jose H.S. San Jose

ay Ending	Contract #	
3-23-52	46735	Regal Amber Brewing Co. San Fran. Cal — Same
4-6-52	46527	Jno. A. Wilson Co San Fran. — Hastings College of Law, San Fran
	46641	Roman Tavern Co. San Fran. Cal — Abendin Franklin H.S. San Fra
	46637	Military Clby & Htg. San Fran. — U.S. Medical Supply Depot, San Fran
4-20-52	46727	H. Heidenreich & Son, San Fran. Cal. — Hotel Alfred, San Fran. Cal
	46735	Equal Extension Ind. Chicago, Ill. — Same, San Fran. Cal.
	46661	Pac. Refg. Co. Los Angeles Cal — Alameda Old Storage, Alameda
5-4-52	46555	J. C. Fejo, Oakland — Fejo Heat Htg. Davis Cal.
5-11-52	46787	Rodin Brothers, San Fran. Cal — Pac. Coast Portland Cement, San Fran
6-8-52	46603	Jos. L. Janesky, Oakland Cal — Bank of Italy, Berkeley Cal
6-15-52	46625	Petersen Htg. & Ventil. San Fran — Alameda School, Castro Valley
6-29-52	46781	W. H. Picard Co. Oakland, Cal — Owens Yacht Basin, Mallard Island
8-3-52	46789	Western Oil & Htg. San Fran. — Fort Mason, John Franklin, Fairfax
9-28-52	46811	Pac. Htg. & Sheet Metal, San Fran. — Bessie Hollis School, Alameda Co
10-5-52	46833	Pendleton Corp. San Fran — Jefferson School, Alameda Co
12-7-52	46921	West. Oil & Htg. Co. San Fran — Clear Meadow Ind. Fairfax
1-25-53	46631 X5	
2-1-53	46791 X5	
2-8-53	46796	Pomil Oil & Htg. Oakland — Hamilton Hgts. Elem. School, Novato
	270 043	M. Kimball Co. S.F. — Jean Du Fore Dam, Fairfield, Fairfield Co
2-15-53	270 041	M. Kimball Co. S.F. — Jean Du Fore Dam, Fairfield, Fairfield Co
2-22-53	270 093	West. Oil & Htg. S.F. — Beechwood Valley Improvement District, Fairfax
	46699	J. H. Pedersen Co. S.F. — Hotel St. Helena, St. Helena Co.
4-5-53	270 045	Calwell Bros. San Fran — San Fran Brewing Co. San Fran
5-3-53	270 101	Monterey County Clerk, Oakland — U.S. Army Ft. Ord, Monterey Co
5-24-53	270 061 X2	Borden - Dairy Delivery, San Fran — Same, Oakland, Cal.
6-14-53	46851	J. McClendon, San Mateo — Edw. Kennedy High, Castro Valley

Cont.

Pay. Ending	Contract #	
6-21-53	46821	Hastings-Nestle Co., San Fran. - Bermuda Sun Hill, Imp. Ft.
	270-045-11	
7-5-53	46759	Anderson & Ross, San Fran. - State Dept. Employ., San Fr.
	270-045	Geo. N. Hamlet, San Fran. - Internat. Court Justice, San Fr.
7-12-53	270-157	Spain Oil Co. of Cal. San Fran. - Same, Rodeo Cal.
11-8-53	270-199	Y.A. Adm. Hdq., Fremont Cal. - Same

1-10-54	270-059	Same do. vs. Salem
2-28-54	270-207	Same do. vs. Salem
3-7-54	270-205	W. M. Chenhall Co. San Mateo - San Fr. Foam Rubber, San Fr.
3-21-54	270-297	Bestrom Foods, San Mateo - Same
4-4-54	270-213	Anderson & Ross, S.F. - U.S.F. Naval Hosp. Oak. U.S.F.
4-18-54	46-907	Anderson & Ross, S.F. - U.S.F. Hospital, U.S.F.
5-2-54	270-223	Ashe-Jenner, Inc. San Mateo - Napa State Hosp. Imola Cal.
5-23-54	270-305	Amadeo Oil Co. S.F. - Washington St. U.S. Coronado
6-13-54	270-369	C.O. Donnelly, S.F. - Napa State Hosp. Imola Cal.

BEAUDRY & WILSON • INSURANCE ADJUSTORS
420 MARKET STREET • SAN FRANCISCO 11, CALIFORNIA • EXBROOK 7-4171

August 3, 1959

The Armstrong Cork Company
Lancaster, Pennsylvania

Attn: R. C. Schiedt, Jr.
Insurance Dept.

RE: Robert F. Cuthbertson vs. Armstrong Cork Company
Our File: 59-199

Gentlemen:

We have been assigned to do some investigation work on the above case by Mr. Ivan Schwab of Hanna & Brophy's office, who are handling the hearing before the Industrial Accident Commission for the Traveler's and Standard Accident Insurance Companies. This case has been set for August 13, 1959.

In order for us to complete our investigation, it is necessary that we obtain some information from you and also a letter which can be submitted to the Industrial Accident Commission in the event we are unable to prepare the case in time. The information we require is the name and number of each job Mr. Cuthbertson was employed upon during the period September 13, 1950 to July 17, 1954. With this job name and number, we can then obtain the necessary information from your local office, Armstrong Contracting and Supply Company, which will enable us to determine what type of materials were used and handled by Mr. Cuthbertson.

As you know, Mr. Cuthbertson has filed a claim for asbestoses. We are trying to determine the amount of materials he handled containing asbestos, and the amount not containing asbestos.

The above information as to the name and number of the job should be sent directly to us as soon as possible. In the meantime, we would appreciate your writing a letter direct to Mr. Ivan Schwab, Attorney, Hanna & Brophy, 1540 San Pablo Avenue, Oakland, California, stating that there will be some delay in developing the information in this case. Please include in your letter the reasons for this delay, i.e., distance involved and inaccessability of the records.

Mr. Schwab can then use this letter at the time of the hearing on August 13, 1959, to request an extension of time and another hearing, in the event our investigation is not completed. Thank you for your courteous and prompt reply in this matter.

Cordially yours,

BEAUDRY & WILSON

Richard E. Beaudry

REB:ms

Mr. J. S. Taylor
Armstrong Contracting and Supply Corporation
304 Shaw Road
South San Francisco, Calif.

Dear Mr. Taylor:

In case you did not receive a copy of the Beaudry & Wilson
enclose a Thermo-Fax and worksheets containing part of the
requested in the Beaudry & Wilson letter.

Records for the year 1950 have been destroyed so that the
listed only those contracts worked on by R. F. Cuthbertso
Arthur Boardman, Controller's Department, then listed wit
we had the contract. Where the information is not entere
to locate the particular files. Thought perhaps your fil
this information in which case you could complete the inf
& Wilson is looking for.

In view of the first sentence in the last paragraph, page
letter, will you please contact him at your earliest con

Very truly yours,

ARMSTRONG CORK C

R. C. Schiedt, J
Insurance Depart

JEZ

Enclosures

J. E. Zeller, AC&S, Lancaster

JOHN H. ANKELE, Referee
Oakland, August 13, 1959

CUTHBERTSON -- 59 OAK 1053
Injury: Asbestosis

REPORT OF REFEREE

The employee, an insulator, born May 4, 1928, claims to have contracted asbestosis as a result of his employment. Nothing has been paid.

ISSUES:

1. Injury.
2. Medical.
3. Statute of limitations.
4. Lack of notice and prejudice.
5. Jurisdiction -- maritime.

APPLICANT testified in substance as follows:

He obtained the employment records from the union and the employers.

In July of 1947 he started to work for the Plant Asbestos Company and worked through January of 1948. The period of employment was about seven months. He worked on ships for this employer, and cork was used for insulation.

He worked for J. T. Thorpe from May to December, 1948, applying asbestos insulation on one job in Tracey and one at Hunter's Point, a power house at PG&E. He cut and fitted asbestos material and used wire and mud in the application. This work went through January of 1949. The places where he worked were enclosed and there would be dust there. Others were on the job.

He then worked for the Western Asbestos Company from January, 1949, to May of 1949. On that job there was also some insulation of asbestos material for PG&E, and also for the Union Oil Company.

Then he worked again for J. T. Thorpe from May 11th through August 10, 1949. This work included Fibreboard Products at Antioch. The work was all in an enclosed area. It was hot and dusty, and there was dust from asbestos material.

From August 11, 1949, through February, 1950, he worked for Plant Asbestos and the work was at Fibreboard Products at Antioch. The work was the same and the conditions the same.

From March 13, 1950, to August 3, 1950, he worked for the Western Asbestos Company on a PG&E power house at Moss Landing. This was the same type of asbestos insulation, and it was in enclosed and dusty places.

On August 20, 1950, to September 3, 1950, he again worked for Plant Asbestos at Galland Laundry. This job was very hot and dusty.

From September 13, 1950, to July 17, 1954, he worked for the Armstrong Cork Company.

There were about nine months at the PG&E plant in Antioch in 1950 and he worked at Travis Air Force Base most of the balance of the time. Also he worked in this period at Regal Pale for two months where they used cork insulation, and there were other smaller jobs during this interval. The PG&E power house job was very hot, and

he worked for Plant Asbestos Company which was all asbestos work at various schools, and he worked continually for Plant Asbestos through December, 1958, except when he was off on account of a leg injury in 1957. The work was all asbestos work, mostly in boiler rooms and close quarters.

He saw Dr. Crenshaw on July 29, 1958, on reference from Dr. Lawrence, his family doctor. He had seen Dr. Lawrence two or three weeks before and he did have pneumonia in February, 1958. He had surgery at Richmond Hospital on August 3, 1958, and he was advised by Dr. Crenshaw following the surgery that his condition was due to his work. He had worked through August 10, 1958, and was off three months, and he returned to work at Plant Asbestos on November 4, 1958.

Before his surgery there were no masks worn on the job. He is doing the same type of insulation work now but wears a mask when on the job, continuously. He has slowed down physically and he hurts all the time.

He did not work on the Burgermeister Brewery for Armstrong but he did work at Napa State Hospital for Armstrong. That was asbestos insulation work and living quarters, all underneath the building. He did not use wool felt there.

He recalls working at the State Employment Building in San Francisco for about a week, insulating the storage tank.

He does not remember doing the job at Borden's Dairy in Oakland but he could have been on that job.

He worked in a radio transmission station between Davis and Winter one day. He did not work on the Camp Beale job. He worked at a refinery in Rodeo two weeks or so in tunnels under the highway, insulating.

The Travis Air Force Base job took nearly two years. There was some wool felt used on that job, but mostly asbestos.

He believes that McKeesby and Madison were the manufacturers of the asbestos pipe covering, and it is known as magnesia pipe covering, eighty-five per cent magnesium. They use some Fibreglass, and up to 1953 or 1954 he does not remember if they used any Johns-Manville products. On heating pipes they generally use asbestos pipe covering.

He has a twin brother named Jack and he worked with his brother at all times, and they were inseparable. He knew his brother had surgery at the hands of Dr. Crenshaw, and he had Dr. Thompson check him after his second operation in 1954. At that time Dr. Thompson had X-rays taken. He did go to Dr. Thompson to see if there was any danger about his having asbestosis. He went two or three times. He is not sure when the second X-rays were taken.

When he had pneumonia he changed to Dr. Brown. When he first saw Dr. Brown he had tightness of the chest and pain. He had X-rays taken at Richmond Hospital at that time for pneumonia. He informed Dr. Brown that his brother had lung trouble but he did not inform Dr. Brown of the previous check-ups he had at the hands of Dr. Thompson.

It was after he got out of the hospital from his own surgery that Dr. Crenshaw told him he had asbestosis.

He informed the Plant Asbestos Company that he was going to the hospital. He believes that Blue Cross paid most of the medical bills and some of Dr. Crenshaw's bill. He paid about $50. in hospital bills.

He drew unemployment disability benefits at $50. a week all the time he was off, and he also received $12. a day for hospitalization

He knew that his brother Jack had a proceeding before the Industrial Accident Commission.

He understands that diatomaceous earth is the same as asbestos.

When he saw Dr. Thompson for a chest check-up he had no chest pains. At that time he was working for Armstrong Cork. Dr. Thompson told him everything looked all right.

In May or June, 1958, he began having chest complaints. He stopped smoking on the advice of Dr. Crenshaw. He was troubled with shortness of breath last year. He was off a week after he returned to work in November, 1958, and then he was off another week because of his chest.

The eighty-five per cent magnesium pipe covering that they used is manufactured by Pabco. They always use Pabco materials.

He did not lose any time before August of 1958 because of his chest.

He also worked in some old buildings for Plant Asbestos. He did not have pneumonia before February, 1958. He did refuse to work on a job recently because they did not have a blow fan.

He is still under Dr. Crenshaw's care. His present complaints are in effect that: he has slowed down, he has some pain, he cannot sleep as well, and it is hard to work.

He has been a foreman since 1954 on.

J. T. Thorpe was all block work and that was worse in respect to dust. This was eighty-five per cent magnesium pipe covering. It was made by Pabco.

He has covered all the employers for which he worked but he does not remember all the odd jobs.

He worked along with his brother from 1949 through all of 1950. He does not do home insulation.

Prior to 1947 he was an able-bodied seaman in the Merchant Marine, and he did not have a history of having a lot of colds. He perhaps would get one or two a year. In his bout with pneumonia he was in Richmond Hospital about three weeks and stayed home about six weeks. He felt fairly good after that.

He cannot pinpoint the time when his chest pain developed. It was either in May or June of 1958. He got so bad he saw a doctor in July.

It can be very dusty when they cut asbestos. They cut it on the job as they went along, and the pounding and fitting would always cause dust.

OAKLAND
October 22, 1959.

RICHARD E. BEAUDRY, called by the Defendants Travelers Insurance Company and Standard Accident, testified in substance as follows: He is an independent insurance adjuster. He reviewed the job records on which the applicant worked between 1950 and 1954 at the Armstrong Cork office. He worked with J. S. Taylor, the plant manager. A tabulation was made in the home office in response to a letter of August 3, 1959 (Defts. Ex. 5). The informati under the column "Materials" was made as the result of his investigation of the obtainable contracts. The percentage in this column "Materials" stated the amount of material used on the job and not their content. The initials MPC stood for magnesium pipe covering; EG for "fibreglass." Where there is a dash in the materi column, the contract could not be found. He made a special study o the job at Travis Air Force Base. These were marked as indicated b the X's. This tabulation supposedly covers all of applicant's employment with Armstrong Cork.

VICTOR SAGUES was called by the Defendants Travelers Insurance Company and Standard Accident, and testified in substance as follows: He is the president of the Sacomo Manufacturing Compan They manufacture pipe insulation, pump packings and the like. He has had 25 years of experience. He started in 1934 with the Plant Rubber & Asbestos Company, and worked with them until April 1, 1948 when their factory was bought by Sacomo Manufacturing Company. The manufacture wool felt insulation. They obtain their materials from other manufacturers. They use crepe wool felt, which is laminated, and then covered by asbestos paper. This is then covered with musl and the muslin will overlap about one and one-half inches at one en of a 36 inch section. Wool felt is about 30% rag base, and 50 to 6 wood pulp of the kraft stock. Next to the pipe there is a waterproof tarpliner. The asbestos paper is a six pound asbestos paper, and is filled within the wool felt paper for a three inch thick wal 13 to 14 layers of wool felt are used. This is the standard wall. They will have smaller and larger walls on the insulation. The asbestos paper is 40 to 50% asbestos fibre. The balance is wood pulp and Kraft stock. There are fillers and sizing to give the stiffness. In the manufacture of air cell insulation, they use a six pound asbestos, which is corrugated, and then four layers are laminated to build up a one inch wall. Adhesive used is silicate of soda, sometimes known as water glass. This is also wrapped with muslin and put out in 36 inch lengths with an inch and a half [illegible] felt insulation is generally used on cold [illegible] used on hot water lines. The [illegible]

PAUL NIETO, called by Defendant Industrial Indemnity Company, testified in substance as follows: He is vice president of Plant Asbestos. He has been with them for 12 years. He knows Cuthbertson, and has known him for the last six years. He is famil with the over-all materials used by the company. They use 85% magnesium pipe covering, fibreglass and wool felt. They also use foam glass, cork, and air cell covering. He does not know the breakdown or content of 85% magnesium pipe covering, but there is a certain amount of asbestos material. The asbestos materials would be adhesives and cements. The last two years they primarily would be fibreglass materials. Five or six years ago Cuthbertson worked under his direct supervision. He then had no lung complaints. He had heard that Jack Cuthbertson, the applicant's brother, had l trouble, and that the applicant was troubled and worried. They do not manufacture the pipe covering but they buy most of it from Pab They use 85% magnesium powder cement, which they mixed with water in the work.

GERALD CRENSHAW, M.D., testified in behalf of the appli in substance as follows: He is duly licensed to practice medicine in the State of California. His specialty is diseases of the ches Asbestosis caused the applicant's disability as it caused an impro bronchial drainage. A piece of lung taken out at the lobectomy indicated the presence of asbestos fibres. The applicant was still under his care. His various employments were the only place where he could have gotten asbestos in his lungs, and he will need observation for some period of time.

He first saw the applicant July 29, 1958. He never to a complete work history but he had a history of recurrent attacks of pneumonia previously last year. There were X-rays taken in October 1953, November 1954 and March 1956. He can not tell if he had all those X-rays but he attempted to get them. He does not remember if he reviewed the reports at Herrick Hospital. The X-rays taken at the Richmond Hospital on August 15, 1958. A bronchoscopy was made on August 13, 1958. He certainly saw an X-ray report before the operation. The X-rays show an infiltration but they did not demonstrate what the infiltration was. He submit the lung tissue to the pathologist at the Richmond Hospital and received a report as indicated in the hospital record. A specimen then sent to the laboratory of the State Department of Health. He never received a written report from the State laboratory but he received an oral report from Dr. Singman, a pathologist.

Dr. Crenshaw was recalled in the afternoon, and testif further in substance as follows: The applicant returned to work [illegible] after the surgery. He generally sees him once [illegible] [illegible] [illegible]

The biopsy was major surgery, and was diagnostic. He did not feel that fibreglass had a great effect. Recent surgery indicates that it should be avoided. He told the applicant that he h asbestosis right after the surgery. Asbestos within the lung impair the function of the lung. Elastic fibres of the lung are affected.

DAVID SINGMAN, M.D., called by the Defendant Travelers Insurance and Standard Accident, testified in substance as follows: He is duly licensed to practice medicine in the State of California. His specialty is pathology. He does the pathology at Richmond Hospital. He received the specimen indicated by the hospital report. He does not know the exact number of actual specimens. He submitted specimens to the State Department of Health on December 8, 1958 at the request of Dr. Crenshaw. He brought them up to the Department of Health himself. He also received the report of A.A. Soave, a doctor of veterinary medicine. He was then called to Sacramento, where they had special X-ray diffraction apparatus, and the quantity of formed asbestos was even demonstrated in the tissue, as indicated by the report of the State Department of Health. It follows therefore, that there was asbestos in the lungs but not enough to show in ordinary X-ray technique. He can not tell from the repo t as to the quantities of materials found. He called Dr. Crenshaw when he received the report, but he can not recall if he sent copies of the state report to Dr. Crenshaw but he usually does.

If Dr. Crenshaw did not get a written copy of the report the fault was that of the witness. He, himself, did not see any abnormality of the bronchii if it is not in his report. Dr. Crensha was unhappy with his first pathological report because Dr. Crenshaw had expected to find asbestos, and therefore, suggested that it be sent to the State. Fibrosis is usually found in asbestosis cases as is usual in silicosis cases and generally, the particles can be seen. Most of the noxious agents that affect the lung will cause fibrosis.

ROBERT CUTHBERTSON, recalled, and testified in his own behalf as follows: He did not work at the Pacific Coast Portland Cement plant on May 11, 1952, nor on the Walnut Creek School on June 29, 1952, nor at Camp Beale on May 3, 1953. It was the practice of the company to shift the payroll records to another job when there was a loss on a job from which the payroll report was submitte He recalls all the jobs in the tabulation except the three he mentio He is not a cork man so he does not use too much cork. He believes that he just used cork for about a week in his employment with Armstrong.

DISCUSSION AND DECISION:

On December 3, 1959 the report of Cabot Brown, M. D., the agreed medical examiner, was served and filed.

It would appear that the report of Dr. Brown resolves any apparent medical conflict heretofore existing in this case. Dr. Brown concluded that the applicant does not have asbestosis. Therefore, a denial must issue.

JOHN H. ANKELE, Referee

JHA:afs/ws/rc

ROBERT F. CUTHBERTSON vs. PLANT ASBESTOS COMPANY, et al

December 29, 1960 CASE NO. 59 OAK 1053

REPORT OF PANEL ONE

Based upon the report dated March 30, 1960 by Dr. Shipman, Independent Medical Examiner, it is the conclusion of the Panel that applicant did not sustain injury arising out of his employments from July 1947 through December 1958. The Panel further concludes that the disability complained of by applicant was not caused by any injury arising out of and occurring in the course of his employments.

Decision After Reconsideration should accordingly issue.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F. A. LAWRENCE

ELTON C. LAWLESS

Commissioners

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFO

CASE NO. 59 OAK 1053

ROBERT F. CUTHBERTSON)
Applicant)
vs) DECISION
AFTER RECONSIDERATION
PLANT ASBESTOS COMPANY, J. T. THORPE, WESTERN ASBESTOS COMPANY, ARMSTRONG CORK, TRAVELERS INSURANCE COMPANY, INDUSTRIAL INDEMNITY COMPANY, PACIFIC EMPLOYERS INSURANCE COMPANY, STANDARD ACCIDENT INSURANCE COMPANY, and STATE COMPENSATION INSURANCE FUND)
Defendants)

Mailed from San Francisco Office
JAN 4 1961
Industrial Accident Commission
State of California

Reconsideration having been granted herein and the matter having been carefully considered, including the report of examination by the Independent Medical Examiner, as well as the record as a whole, this Commission now concludes that further proceedings are not essential for the disposition of the claim, and makes its Decision After Reconsideration, as follows:

GOOD CAUSE APPEARING THEREFOR,

IT IS ORDERED that the Findings and Order, filed here December 15, 1959 be, and the same hereby is, affirmed and adop as the Decision After Reconsideration.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

F. A. LAWRENCE

ELTON C. LAWLESS

Commissioners

FORM 297
21529 6-60 150M
SFO

RC

DICK
YOU'LL BE
INTERESTED IN
THE ATTACHED
1/5/60

INTER/OFFICE COMMUNICATION

Armstrong CONTRACTING AND SUPPLY CORPORATION

December 23, 1959

To J. Zeller, Lancaster

From J. S. Taylor, San Francisco

Subject Notice of Findings & Order
Industrial Accident Commision of
the State of California
Robert F. Cuthbertson

Enclosed findings and order resulting from the claim of Robert F. Cuthbertson vs. various local insulation contractors pertaining to an Asbestosis claim.

You will recall earlier in the year we received from the Armstrong Cork Company a detailed listing of employment of this applicant with the request that we substantuate the products used by him during his tenure r of employment and report same to Mr. Richard E. Beaudry, Insuance Adjustor.

I assume you will want to notify the Cork Company of this findings and order.

1/6/60 Wiebt DJM

JST

FORM 33377 12-57

FILED AND SERVED: DEC 15 1959
On all parties of
record--R.Crowley

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORN

CLAIM NO. OAK 1053

ROBERT F. CUTHBERTSON)
Applicant)
vs.)
PLANT ASBESTOS COMPANY, J. T. THORPE, WESTERN ASBESTOS COMPANY, ARMSTRONG CORK, TRAVELERS INSURANCE COMPANY, INDUSTRIAL INDEMNITY COMPANY, PACIFIC EMPLOYERS INSURANCE COMPANY, STANDARD ACCIDENT INSURANCE COMPANY, and STATE COMPENSATION INSURANCE FUND) FINDINGS AND ORDER
Defendants)

The above entitled matter having been regularly submit
before John H. Ankele, Referee, said Referee now makes his decis
as follows:

FINDINGS OF FACT

1. The applicant was employed by the various employe
above named from July, 1947 through December, 1958, and alleges
that he sustained an injury arising out of and occurring in the
course of his said employments, consisting of asbestosis.

2. Applicant did not sustain any injury arising out
or occurring in the course of his employments from July, 1947 t
December, 1958.

3. The disability of which applicant complains was n
proximately caused, or caused at all, by any injury arising out
or occurring in the course of his employments, or by his emplo

O R D E R

IT IS HEREBY ORDERED that applicant take nothing by
reason of his claim asserted in this proceeding.

JHA:rc
OAK 1053

JOHN H. ANKELE, REFEREE
INDUSTRIAL ACCIDENT COMMISS