FILE NAME: JT Thorpe & Sons (JTT)

DATE: 1952-1955

DOC#: JTT004

DOCUMENT DESCRIPTION: WC Claim - Kish

BROBECK, PHLEGER & HARRISON
ATTORNEYS AT LAW
ONE ELEVEN SUTTER STREET
SAN FRANCISCO 4

CABLE ADDRESS
BROBECK
TELEPHONE SUTTER 1-0666

May 31, 1955

James W. Halley, Esq.,
33 Post Street,
San Francisco, California.

Re: Alta Ann Kish v. Western
Asbestos Company et al.
IAC Claim No. 53-SF-145-939

Dear Mr. Halley:

In the above entitled matter we enclose herewith for transmission to Mrs. Alta Ann Kish check No. 1-25949 of Pabco Products Inc. dated May 27, 1955 and drawn on Crocker First National Bank of San Francisco in the amount of $350.00 representing payment of the sum required of The Paraffine Companies Inc., Pabco Products Inc. and Plant Rubber and Asbestos Works, designated as Plant Rubber and Asbestos Company in the order approving compromise and release dated May 16, 1955.

Very truly yours,

BROBECK, PHLEGER & HARRISON

By Rinaldo Sciaroni, Jr.

RS:afh
Encl.

cc: Mr. A. S. Halley
Mrs. Mary W. Fortini

COPY

BROBECK, PHLEGER & HARRISON
ATTORNEYS AT LAW
ONE ELEVEN SUTTER STREET
SAN FRANCISCO 4

May 20, 1955

Kildon B. Spofford, Esq.
Referee,
Industrial Accident Commission,
965 Mission Street,
San Francisco, California.

Re: Alta Ann Kish v. Western Asbestos Company et al.
Claim No. SF-145-939

Dear Mr. Spofford:

In the above entitled matter we have received a copy of the Order Approving Compromise and Release dated May 16, 1955. You will recall that in this matter we represented The Paraffine Companies, Inc., Fabco Products Inc. and Plant Rubber and Asbestos Works. We note that the Order Approving Compromise and Release provides that the sum of $350.00 is payable by The Paraffine Companies, Inc., Fabco Products Inc. and Plant Rubber and Asbestos Company although the release was executed by Plant Rubber and Asbestos Works and the latter is the correct corporate name.

We would appreciate it if you would be so good as to take such proceedings as may be necessary to properly

protect the interests of Plant Rubber and Asbestos Works.

Very truly yours,

BROBECK, PHLEGER & HARRISON

By
Rinaldo Sciaroni, Jr.

RS:afh

cc: Messrs. Leonard, Manna & Murphy,
100 Bush Street,
San Francisco 4, California.

James W. Malley,
Attorney at Law,
33 Post Street,
San Francisco, California.

State Compensation Insurance Fund,
450 McAllister Street,
San Francisco, California.

Mullen & Filippi,
Attorneys at Law,
315 Montgomery Street,
San Francisco, California.

Keith, Creede & Sedgwick,
Attorneys at Law,
Mills Tower, 220 Bush Street,
San Francisco, California.

ROBERT A. KENDLE, M.D.
[redacted] Sutter Street
San Francisco 8

July 22, 1952

Mr. James W. Halley
33 Post St.
San Francisco, Calif.

RE: HARRY KISH

COPY

Dear Mr. Halley,

I first visited Harry Kish January 4, 1947 when he suffered from an acute respiratory infection. At that time he was 63 years old and gave the following history.

He had been an asbestos worker for the past 49 years with the usual exposure to high concentrations of silica dust. For the previous 6 to 8 months he had suffered with shortness of breath, much worse with exertion. For several years he has been unable to sleep in a reclining position and has resorted to sleeping propped on several pillows. During the past 3 to 4 years he has produced considerable phlegm in the mornings on awakening, often coughs all through the night.

PHYSICAL EXAMINATION: Temp. 98.6, Pulse 96, BP 130/80 The patient was a gaunt, elderly, asthenic, white-haired male moderately uncomfortable.
E.N.T. Teeth were serious, in poor repair.
Thorax: Increased anterior posterior diameter, poor expansion, flaring costal margins.
Lungs: Resonant. Diffuse sub-crepitant rales and rhonchi at both bases.
Heart: Within normal limits for size. Sounds were good with a harsh, prolonged systolic apical murmur.

The remainder of the examination was essentially normal. X-rays of the chest as follows:

"The heart is normal in size and shape. The aorta is not widened. The lower lungs are emphysematous. The hilar shadows on the right are enlarged. A few nodular lesions are present in the parenchyma of the middle of the right lung and multiple areas of nodular density with fibrosis extend from the left hilus into the parenchyma of the middle of the left lung. No cavities are noted."

The diagnosis of congestive heart failure secondary to pulmonary fibrosis (asbestosis) was made. The patient was placed on a salt poor diet and digitalized.

When seen again one week later the patient had improved. He had lettle sputum, less dyspnea. His pulse was 80.

He was not seen again until January 17, 1948 when he had fractures of the right 8th and 9th ribs in the axillary line. He was treated conservatively at home and returned to work in about six weeks.

I did not see him professionally after that although I did see him in September 1951 when I was treating Mrs. Kish. On these occasions he seemed, from appearance only, to be at about status quo.

I understand that Mr. Kish died suddenly early this year while engaged in his usual occupation. I feel that Mr. Kish had a compensible illness for these many years, namely asbestosis, pulmonary fibrosis secondary heart disease.

There is no doubt that prolonged exposure to asbestos brings about pulmonary fibrosis which inexorably progresses to compensatory emphysema, cor pulmonale and congestive heart failure. Mr. Kish had progressed through all these phases. Any environmental situation which brings about a need for increased cardiac output would naturally strain the heart. Where there is already a degree of heart failure a state of myocardial insufficiency supervenes and as a result a myocardial infarction may occur. On the day of his demise, if Mr. Kish had worked hard in a hold or other area of low oxygen tension, the situation would have been ripe for a myocardeal infarction and his death.

Sincerely,

/s/ R. A. Mendle, M.D.

RAM/ep

COPY

JAMES W. MALLEY, Esq.
Room 400 Crocker Bldg.
85 Post Street
San Francisco 4, California

Telephone: YU 2-4828

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

TITLE PAGE

ALTA ANN KISH,
Applicant,

vs.

915 Capp Street
San Francisco, California

15	WESTERN ASBESTOS CO.	675 Townsend Street San Francisco 3, California
16		
17	CHARLES AYERS CO.	698 Minnesota Street San Francisco, California
18	CORK INSULATION CO.	482 Bryant Street San Francisco, California
19		
20	HUNDEY CORK CORP.	640 Brannan Street San Francisco, California
21	PLANT ASBESTOS CO.	5309 Horton Street Emeryville, California
22		
23	J. T. THORPE & SONS INC.	1261 Ocean Avenue Emeryville, California
24	DUTTON ASBESTOS & SUPPLY CO.	532 Natoma Street San Francisco, California
25		
26	ARMSTRONG CORK CO.	1535 Market Street San Francisco, California
27	VAN ARSDALE-HARRIS	595 Tunnel Avenue San Francisco, California
28		
29	PARAFFINE COMPANIES INC	[illegible] San Francisco, California
30	PABCO PRODUCTS INC.	475 Brannon Street San Francisco, California
31		
32	PLANT RUBBER & ASBESTOS CO.	Unknown

JOHNS MANVILLE CO.	116 New Montgomery Street San Francisco, California
EMPLOYERS	EMPLOYERS' Addresses

Insurance carriers for above employers are unknown with single exception of CHARLES AYERS CO. who at date of death were covered by Fireman's Fund Group located at 401 California Street, San Francisco, California.

SAN FRANCISCO OFFICE
INDUSTRIAL RELATIONS BUILDING
1095 MISSION STREET
SAN FRANCISCO 3

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

LOS ANGELES OFFICE
322 STATE BUILDING
LOS ANGELES 12

53 SF 145-939

APPLICATION FOR ADJUSTMENT OF CLAIM NO.

Filed: JAN 16 1953

ALTA ANN KISH — APPLICANT

607 Williams Road
Salinas, California — APPLICANT'S ADDRESS

vs.

Deceased's Social Security No. 558-01-0496

See Title Sheet Attached — EMPLOYER

See Title Sheet Attached — EMPLOYER'S ADDRESS

Fireman's Fund Indemnity Co. — EMPLOYER'S INSURANCE CARRIER

See Title Sheet Attached — INSURANCE CARRIER'S ADDRESS

1. Harry Markel Kish, May 13, 1883 (NAME OF EMPLOYEE, DATE OF BIRTH), while employed as a asbestos worker (OCCUPATION AT TIME OF INJURY), on March 19 1952 (DATE OF INJURY), at San Francisco (CITY, TOWN OR PLACE WHERE INJURY OCCURRED), California, by Charles Ayers Co. (NAME OF EMPLOYER), sustained injury arising out of and in the course of the employment, as follows:

Claimant was asbestos worker for many years, and was occupationally continuously exposed to asbestos resulting in asbestosis, pulmonary fibrosis with secondary heart disease and finally death

(EXPLAIN HOW INJURY WAS RECEIVED; STATE WHAT PARTS OF BODY WERE INJURED AND SUBSEQUENT RESULTS)

2. Fireman's Fund Group (NAME OF INSURANCE COMPANY) was the employer's insurance carrier on date of injury.

3. Died March 19 1952 (DATE INJURED LEFT WORK). Never 19 (DATE INJURED RETURNED TO WORK).

4. $ None (AMOUNT OF COMPENSATION PAID). (DATE LAST PAYMENT MADE). None 19 (DATE LAST MEDICAL FURNISHED).

5. None except that Dr. Robert Mandle of 655 Sutter Street, San Francisco, California, treated Mr. Kish during his lifetime

(NAME ALL TREATING OR EXAMINING PHYSICIANS AND STATE BY WHOM FURNISHED)

6. Approx. 19.00 per day (WAGES PAID (DAY, WEEK, OR MONTH)) five days average (NUMBER WORKING DAYS PER WEEK)

7. Only on out of town jobs

(IF BOARD, LODGING, OR OTHER ADVANTAGES WERE FURNISHED BY THE EMPLOYER WITHOUT CHARGE, STATE WHAT, AND MARKET VALUE OF EACH)

8. (DESCRIBE ANY PERMANENT DISABILITY OR IMPAIRMENT WHICH EXISTED BEFORE THIS INJURY)

9. (LIST HERE ANY OTHER INJURIES YOU HAVE HAD FOR WHICH A CLAIM WAS FILED, GIVING DATE OF INJURY, NAME OF EMPLOYER, AND CLAIM NUMBER)

TO BE USED IN DEATH CASES ONLY

10. It is claimed that the deceased left the following named dependent.....:

NAME	AGE	RELATIONSHIP	ADDRESS
Alta Ann Kish	59	Wife	607 Williams Road Salinas, California

11. The nature of this claim is: Death claim - wife survives and claims full rights and benefits under Act.

WHEREFORE, It is requested that a time and place be fixed for hearing and notice given, and that an order or award be made granting such relief as the party or parties may be entitled to.

Dated at San Francisco, Jan. 14, 1953

James W. Halley — AGENT, OR ATTORNEY FOR APPLICANT

400 Crocker Bldg. San Francisco, Calif. — ADDRESS

SIGNATURE OF APPLICANT OR APPLICANTS

NOTE—UNDER THE PROVISIONS OF THE WORKMEN'S COMPENSATION, INSURANCE AND SAFETY LAWS, THE APPLICANT NEED ONLY STATE THE GENERAL NATURE OF THE CLAIM IN CONTROVERSY. WHEN APPLICATION HAS BEEN FILLED OUT, AND SIGNED BY APPLICANT IT MUST BE FILED WITH OR MAILED TO THE NEAREST OFFICE OF THE BOARD. THIS NOTICE WILL THEREAFTER BE GIVEN OF THE TIME AND PLACE OF HEARING. EITHER PARTY MAY

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. 145-939

ALMA ANN KIAR,

Applicant

vs.

WESTERN ASBESTOS CO., CHARLES AYRES CO., CORK INSULATION CO., MUNDET CORK CORP., PLANT ASBESTOS CO., J.T. THORPE & SON, INC., DUTTON ASBESTOS & SUPPLY CO., ARMSTRONG CORK CO., VAN ARSDALE-HARRIS, PARAFFINE COMPANIES, INC., PABCO PRODUCTS, INC., PLANT RUBBER & ASBESTOS CO., JOHNS MANVILLE CO., FIREMEN'S FUND INDEMNITY CO., STATE COMPENSATION INSURANCE FUND, UNITED STATES CASUALTY CO., AETNA CASUALTY & SURETY CO., INDUSTRIAL INDEMNITY CO., and TRAVELERS INSURANCE CO.,

Defendants

ANSWER TO APPLICATION

COMES NOW defendant PACIFIC EMPLOYERS INSURANCE COMPANY, with its answer to application on file herein. It denies all the allegations of said application, although it admits that at certain times, said timesnot yet known, that it was the compensation insurance carrier for J. T. Thorpe & Son, Inc.

It moves to strike the said application from the files of your Commission, inasmuch as said application and the supplement attached thereto do not conform to the requirements of your Commission or the specifications of Section 5500.5 of the Labor Code.

It is also alleged that no notice was given of the disability within the time as required by law, and therefore your answering defendant has been prejudiced.

It is further alleged, affirmatively, that the claim is barred by the Statute of Limitations as provided by Sections 5400 to 5412 of the Labor Code of the State of California and particularly Sections 5404, 5405, 5406, 5410, 5411 and 5412 thereof.

-1-

MULLEN & FILIPPI
ATTORNEYS
815 MONTGOMERY ST.
SUITE 1, MEZZANINE
EXBROOK 2-7251
SAN FRANCISCO 4

WHEREFORE, it is respectfully prayed that applicant herein take nothing from your answering defendant.

Respectfully submitted,

MULLEN & FILIPPI, Attorneys for Pacific Employers Insurance Co.

By_____
W. M. MULLEN

c.c. Alta Ann Kish, 607 Williams Road, Salinas, California
J.T.Thorpe & Son,Inc., 1351 Ocean Ave., Emeryville, California
Pacific Employers Insurance Co., 3770 Piedmont Ave.,Oakland

MULLEN & FILIPPI
ATTORNEYS
515 MONTGOMERY ST.
SUITE 1, MEZZANINE
EXBROOK 8-7561
SAN FRANCISCO 4

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. 145-939

ALTA ANN KIRK,

Applicant

vs.

WESTERN ASBESTOS COMPANY, CHARLES AYRES COMPANY, CORK INSULATION COMPANY, MUNDET CORK CORPORATION, PLANT ASBESTOS CO., J. T. THORPE & SON, INC., DUTTON ASBESTOS & SUPPLY CO., ARMSTRONG CORK CO., VAN ARSDALE-HARRIS, PARAFFINE COMPANIES, INC., PABCO PRODUCTS, INC., PLANT RUBBER & ASBESTOS CO., JOHNS MANVILLE CO., FIREMEN'S FUND INDEMNITY CO., STATE COMPENSATION INSURANCE FUND, UNITED STATES CASUALTY CO., AETNA CASUALTY & SURETY CO., INDUSTRIAL INDEMNITY CO., and TRAVELERS INSURANCE CO.,

Defendants

ANSWER TO APPLICATION

COMES NOW defendant UNITED STATES CASUALTY COMPANY, with its answer to application on file herein. It denies all the allegations of said application, although it admits that at certain times, said times not yet known, that it was the compensation insurance carrier for the Cork Insulation Company.

It moves to strike the said application from the files of your Commission, inasmuch as said application and the supplement attached thereto do not conform to the requirements of your Commission or the specifications of Section 5500.5 of the Labor Code.

It is also alleged that no notice was given of the disability within the time as required by law, and therefore your answering defendant has been prejudiced.

It is further alleged, affirmatively, that the claim is barred by the Statute of Limitations as provided by Sections 5400 to 5412 of the Labor Code of the State of California and particularly Sections 5404, 5405, 5406, 5410, 5411 and 5412 thereof.

MULLEN & FILIPPI
ATTORNEYS
315 MONTGOMERY ST.
SUITE 1, MEZZANINE
EXBROOK 2-7551
SAN FRANCISCO 4

WHEREFORE, it is respectfully prayed that applicant herein take nothing from your answering defendant.

Respectfully submitted,

MULLEN & FILIPPI, Attorneys for United States Casualty Company

By_____
W. N. MULLEN

c.c. Alta Ann Kish, 607 Williams Road, Salinas, California
James W. Halley, 400 Crocker Bldg., San Francisco, Calif.
United States Casualty Co., 320 California St., San Francisco

MULLEN & FILIPPI
ATTORNEYS
315 MONTGOMERY ST.
SUITE 1, MEZZANINE
EXBROOK 2-7241
SAN FRANCISCO 4

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. 145-939

ALTA ANN KISH,

Applicant

vs.

WESTERN ASBESTOS CO., CHARLES AYRES CO., CORK INSULATION CO, MINERT CORK CORP., PLANT ASBESTOS CO., J.T. THORPE & SON, INC., DUTTON ASBESTOS & SUPPLY CO., ARMSTRONG CORK CO.,VAN ARKDALE-HARRIS, PARAFFINE COMPANIES, INC., PABCO PRODUCTS INC., PLANT RUBBER & ASBESTOS CO., JOHNS MANVILLE CO., FINNEGAN'S FUND INDEMNITY CO., STATE COMPENSATION INSURANCE FUND, UNITED STATES CASUALTY CO., AETNA CASUALTY & SURETY CO., INDUSTRIAL INDEMNITY CO., and TRAVELERS INSURANCE CO.,

Defendants

SUPPLEMENT TO ANSWER TO APPLICATION

In furtherance of its answer to application on file herein, UNITED STATES CASUALTY admits that it was the compensation insurance carrier for Cork Insulation Company from January 1, 1952 to January 1, 1953.

Respectfully submitted,

MULLEN & FILIPPI, Attorneys for United States Casualty Company

By_____
W. B. [redacted]

c.c. Alta Ann Kish, 607 Williams Road, Salinas, California
James W. Malley, 400 Crocker Bldg., San Francisco, Calif.
United States Casualty Co., 120 California St., San Francisco

MULLEN & FILIPPI
ATTORNEYS
310 MONTGOMERY ST.
SUITE 1, MEZZANINE
EXBROOK 2-7561
SAN FRANCISCO 4

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. [illegible]

ALTA ANN KIRK,

Applicant

vs.

WESTERN ASBESTOS COMPANY, CHARLES AYERS COMPANY, CORK INSULATION COMPANY, MUNDET CORK CORPORATION, PLANT ASBESTOS CO., J. P. THORPE & SON, INC., DUTTON ASBESTOS & SUPPLY CO., ARMSTRONG CORK CO., VAN ARSDALE-HARRIS, PARAFFINE COMPANIES, INC., PABCO PRODUCTS, INC., PLANT RUBBER & ASBESTOS CO., JOHNS MANVILLE CO., FIREMEN'S FUND INDEMNITY CO., STATE COMPENSATION INSURANCE FUND, UNITED STATES CASUALTY CO., AETNA CASUALTY & SURETY CO., INDUSTRIAL INDEMNITY CO., and TRAVELERS INSURANCE CO.,

Defendants

ANSWER TO APPLICATION

COMES NOW defendant UNITED STATES CASUALTY COMPANY, with its answer to application on file herein. It denies all the allegations of said application, although it admits that at certain times, said times not yet known, that it was the compensation insurance carrier for the Cork Insulation Company.

It moves to strike the said application from the files of your Commission, inasmuch as said application and the supplement attached thereto do not conform to the requirements of your Commission or the specifications of Section 5500.5 of the Labor Code.

It is also alleged that no notice was given of the disability within the time as required by law, and therefore your answering defendant has been prejudiced.

It is further alleged, affirmatively, that the claim is barred by the Statute of Limitations as provided by Sections 5400 to 5412 of the [illegible] State of California and particularly Sections 5404, 5405, 5406, 5410, 5411 and 5412 thereof.

-1-

WHEREFORE, it is respectfully prayed that applicant herein take nothing from your moving defendant.

Respectfully submitted,

MULLEN & FILIPPI, Attorneys for United States Casualty Company

By_____
W. F. MULLEN

c.c. Alta Ann Kish, 407 Williams Road, Salinas, California
James W. Malley, 400 Crocker Bldg., San Francisco, Calif.
United States Casualty Co., 320 California St., San Francisco

MULLEN & FILIPPI
ATTORNEYS
310 MONTGOMERY ST.
SUITE 1, MEZZANINE
EXBROOK 2-7201
SAN FRANCISCO 4

ALTA ANN KISH, vs. WESTERN ASBESTOS COMPANY, CHARLES AYRES COMPANY, CORK INSULATION COMPANY, MUNDET CORK CORPORATION, et al,

ELDON B. SPOFFORD, Referee
San Francisco, 3/26/53

Claim No. S. F. 145-939
Injury: March 19, 1952

REPORT OF REFEREE ON ORIGINAL HEARING

Application by widow of an asbestos worker alleging injury and death on March 19, 1952, from occupational disease.

Everything in issue, including the Statute of Limitations and prejudice for lack of notice.

Attorney for Fireman's Fund Indemnity Company admitted coverage for Charles Ayres Company and employment of decedent for one month from February 15 to March 19, 1952. Coverage admitted by Aetna Casualty and Surety Company for Mundet Cork Corporation and employment for one week in January, 1952.

Attorney for State Fund admitted coverage for Western Asbestos Company for 20 years up to January 1, 1953. State Fund also admitted coverage for Pabco Products, Inc., and their successor, Plant Rubber and Asbestos Company, and asserted that Paraffine Companies, Inc., were self-insured and had no connection with Plant Asbestos Company.

Attorney for United States Casualty Company admitted coverage for Cork Insulation Company and employment for broken periods in 1946 and 1949 and offered a work record, received as United States Casualty Company's Exhibit A.

Coverage for Plant Asbestos admitted by Pacific Employers for the period January 1, 1951, to January 1, 1952, and by the same carrier for Thorpe & Son, Inc., for the period August 2, 1948, through December 8, 1951. The earnings statement from that company was received as Pacific Employers Insurance Company's Exhibit A. Mr. Mullen also stated that according to his information Van Arsdale-Harris Lumber Company was insured by Pacific Employers from August 25, 1931, to August 25, 1938, and thereafter by State Fund; that Pacific Employers also insured Plant Asbestos Company for the period May 18, 1938, to January 1, 1952.

There was no appearance on behalf of Johns Manville Corporation, but a letter from their attorneys stated they were informed that Travelers Insurance Company was its carrier in this proceeding.

William Kenneth Green, called by defendant Charles Ayres Company's carrier, testified that he worked with the decedent for about a month prior to March 19, 1952, on the S. S. GENERAL BREWSTER, at Pier 36,

San Francisco, which was a commissioned vessel and had been converted into a troop ship and was under the MSTS. He was decedent's foreman and all of his work was done on the ship. He was working with him the day of decedent's death and they were insulating pipes in the hold of the ship. They were using fiberglass and magnesia pipe covering. There was the usual amount of dust connected with the work. They did not wear masks. It was a little warmer than usual that day and the witness asked for more blowers. He had received some but he said not enough, and there were galvanized fumes in the hold that day.

The decedent died at the end of the shift as he was going for his lunch bucket. There was asbestos in the magnesia coverings but not in the fiberglass. Witness does not know in what proportion.

Charles Edgar Newell, called by defendant Cork Insulation Company, testified that he had worked for that company for 19 years and knew the decedent; that his company does cork insulating and has never used fiberglass or asbestos insulation except on rare occasions during the war, and that in small quantities only. He says Kish did no asbestos work for his company but cork insulating only. He is general superintendent of the Cork Insulation Company. At times they use cork dust. He said it was not real dust, but was granulated.

Edward A. Dwyer, called by applicant, testified that he is an asbestos worker and was business agent of the Asbestos Workers Union, Local 16, up to January, 1952. He had known decedent for about 30 years. He worked with him during World War 1 for two or three years at Bethlehem Steel Plant, which was boat work, and the subcontractor there was Western Asbestos Company.

He also worked with him in 1936 for a period of about six months at Sun Valley Lodge for Western Asbestos. The men were hired in San Francisco for that job. He also remembers decedent working for J. T. Thorpe and Son at Moss Landing, in 1949 or 1950. Before that he had worked for Plant Asbestos Company at Oleum in 1942.

Decedent also worked seven or eight months at the Standard Oil plant at Richmond in 1950 for an eastern contractor named W. M. Kellogg, whose address he does not know.

Says the hiring hall records are only kept for two or three years. He believes the list of employments prepared by the present secretary of the union, Mr. Chase, is correct.

He said decedent worked for Dutton Asbestos and Supply Company during World War 2 at Kaiser Shipyard. He has worked with cork insulation and they use sacks of it in granulated form and when it is dumped the dust comes off it. He does not know the size of the particles.

DISPOSITION: Continued for further hearing upon notice.

EBS:jrp

ELDON B. SPOFFORD,
Referee.

ALTA ANN KISH vs. WESTERN ASBESTOS COMPANY, CHARLES AYRES COMPANY, CORK INSULATION COMPANY, MUNDET CORK CORPORATION, PLANT ASBESTOS COMPANY, J. T. THORPE AND SON, INCORPORATED, DUTTON ASBESTOS AND SUPPLY COMPANY, ARMSTRONG CORK COMPANY, VAN ARSDALE-HARRIS, PARAFFINE COMPANIES, INCORPORATED, PABCO PRODUCTS, INCORPORATED, PLANT RUBBER AND ASBESTOS COMPANY, JOHNS MANVILLE COMPANY, FIREMAN'S FUND INDEMNITY COMPANY, STATE COMPENSATION INSURANCE FUND, UNITED STATES CASUALTY COMPANY, AETNA CASUALTY AND SURETY COMPANY, INDUSTRIAL INDEMNITY COMPANY, TRAVELERS INSURANCE COMPANY, GIDDINGS SUPPLY COMPANY, BAY CITIES ASBESTOS COMPANY, LIMITED, ROBERTS ISLAND DREDGING AND IMPROVEMENT COMPANY, INCORPORATED, VAN FLEET-FREEAR COMPANY, IDEAL VENTILATING AND SHEET METAL WORKS, LANGENDORF UNITED BAKERIES, INCORPORATED, E. B. BADGER AND SONS COMPANY, MADDEN PLUMBING AND HEATING COMPANY, L. J. MADDEN (Owner), KAISER ALUMINUM AND CHEMICAL CORPORATION, RICHMOND SHIP-BUILDING CORPORATION, GENERAL INSULATION AND SUPPLY COMPANY, and PACIFIC EMPLOYERS INSURANCE COMPANY

Eldon B. Spofford, Referee
February 8, 1955
San Francisco

Claim No. 53 SF 145-939
Injury March 19, 1952

REPORT OF REFEREE ON FURTHER HEARING

Counsel for Plant Asbestos Company stated that he withdrew the stipulation as to insurance coverage for the period 1938 to 1952.

Counsel for Industrial Indemnity Company stipulated to insurance coverage by either that company or Industrial Indemnity Exchange for the period 1942 to 1952 for Dutton Asbestos and Supply Company. He also stipulated to insurance coverage for Kaiser Aluminum and Chemical Corporation by Industrial Indemnity Exchange for a period not known to counsel at the present time.

Alta Ann Kish testified that she is applicant in these proceedings, and that she married the decedent July 31, 1913, at San Rafael, California, and produced a marriage certificate showing a marriage performed by Judge W. J. Magee. There was never any divorce or separation. Her husband supported her throughout their marriage, and she never worked. She is now of the age of 62. There are no children of the marriage living. She is at present living with an aunt of her husband.

Her husband was of the age of 68 at the time of his death. He had worked in asbestos work since 1900. He died on March 19, 1952. She paid the funeral expenses of $509.00 to H. F. Suhr Company, except for a balance of $172.00 on said bill. She also paid Woodlawn Cemetery an additional $387.25 for a burial plot.

Her husband's earnings had averaged better than $4,000.00 a year for the past ten years. As a young man her husband had been healthy and engaged in athletics, including boxing. The first changes she noticed in his physical condition were around 1936, and at that time an insurance company refused him life insurance because of a bad cough and difficulty in breathing. Around 1940 he commenced using a separate room for a bedroom. He could not breath lying down, and he slept in a sitting position using big pillows in his bed. He also coughed large quantities of sputum. His condition gradually grew worse. Around 1945 or 1946, she noticed his color became pale, and he was sick every morning until about ten o'clock.

He had a heart attack in 1947, which occurred at home after a hearty dinner. Dr. Mendle came out and had x-rays taken. Her husband stayed home a few days only, and she denied that he had any other heart attacks.

She went to his place of employment several times in Sausalito. This was during the war, and the Plant Asbestos Company had a shop there where her husband worked in connection with the shipyards. She said the asbestos dust was thick in the shop. Later he went to work for Western Asbestos Company, where he worked in asbestos principally but also with cork covering pipes, boilers and refrigerators. At night his clothing would have asbestos on it.

Cross-examined, she denied that there was any previous marriage of either her husband or herself to another.

She admitted that no promise of compensation had been made and no compensation had been paid, and no medical treatment had been furnished or promised to her husband. She said that as early as 1936 he thought that his condition was caused by his work, and that he was told so by Dr. Mendle in 1947. He went to the doctor at intervals after 1947, and the doctor called at the house at times, possibly a dozen times altogether. He stayed off work for maybe a day or two at a time, but this occurred only four or five times. In 1947 he was laid up for about two weeks. She denied that he had gone to a doctor for treatment in 1936, but said he went for purposes of examination for a life insurance policy. She believes that the first time he had gone to a doctor was in 1947.

He worked on ships off and on, but he had not worked much on ships during the last five years. He worked for Thorpe for one year at Moss Landing, she thinks in 1950, and during the latter part of the job he got worse and complained of a crushing feeling in his chest. However, he refused to go to the doctor. He was off once for five or six weeks as a result of some broken ribs, during which time he received compensation and was treated by Dr. Mendle. That doctor has been his only physician.

Dr. Robert A. Mendle testified that he graduated from U. C. in 1942 and has been in general practice since 1945. He first saw the decedent January 4, 1947, at which time he made a

diagnosis of basilar pleurisy and pulmonary fibrosis. In March 1947, the symptoms had increased, and the patient had a congestive heart failure. Digitalis was prescribed. Blood pressure was normal at that time. He assumed from the history that the pulmonary fibrosis was a form of pneumoconiosis known as asbestosis. It is true that such a disease progresses without further exposure. It was in a moderate, or second degree stage. He advised him at that time, namely, in 1947, that his condition was due to his work.

The patient sustained some broken ribs in January 1948, and he was off work six weeks. He was working at the time for one Harry Williams. The insurance carrier was Pacific Employers Insurance Company.

The witness stated that congestive heart failure cuts down ventilation and produces fibrosis, but does not itself cause myocardial infarction or occlusion.

He last saw him as a patient in March 1948, and since then has seen him only socially. He can only conjecture as to the effect his work had on the progression of the disease. His assumption of the existence of the disease is from the history only, and since no biopsy was made he is not sure of the diagnosis of asbestosis.

On his first visit he received a history of cramps during the night before, and of shortness of breath existing for several years. On his second visit, in March 1947, he received a history of morning sickness and night cough and cramps, also of dyspnea for six or eight months. His work history was of working in asbestos for 49 years. The patient was of the age of 63 at the time of his first visit.

His opinion of the causes of death is that the causes were acute coronary occlusion, coronary sclerosis, hypertrophy of the heart, chronic heart congestion, and cor pulmonale. He believes that all of these together caused the coronary occlusion. He believes that the asbestosis gave rise to hypertrophy on the right side of the heart. He received a history that on the date of the death decedent was working on a ship in the hold and it was difficult to obtain sufficient air. He did not himself attend the autopsy.

The two x-rays taken about a year apart were essentially the same. The heart congestion of March 1947 cleared up after medication. The x-rays showed density at the hilus and widening of the inter-costal spaces and emphysematous.

Edward A. Dwyer, recalled by applicant, testified that he was business agent for the decedent's union from 1942 to 1952. The decedent worked in asbestos and cork installation, and witness had worked on various jobs with the decedent. His first job was in 1917, at which time he worked on tankers with him, and there was plenty of asbestos dust. He later worked with him in Sun Valley on construction of the hotel there. This work was in the open, but there was a certain amount of

dust from handling the asbestos. He also worked on a Standard Oil job with him at Richmond in a refinery and certain other jobs of short duration. The last job he worked on with decedent was in 1942. He is familiar with the shop in which decedent worked in Sausalito in 1942, and he said there was plenty of dust there and not enough blowers. In working in closed spaces on ships, besides the asbestos dust, there is also smoke from the welders and burners, and it is dusty in the holds. While working on ships there are also fumes from spraying paint, but they do not work in enclosed places during the same time the painters do the spraying.

Applicant's attorney requested a further hearing.

DISPOSITION:

Continued for further hearing on notice.

ELDON B. SPOFFORD
REFEREE

EBS:MAM

ALTA ANN KISH vs WESTERN ASBESTOS COMPANY et al.

ELDON B. SPOFFORD, Referee
April 6, 1955 - S. F.

Claim No. 53 SF 145-939
Injury: March 19, 1952

REPORT OF REFEREE ON CONTINUED HEARING

Counsel for both sides appeared and stated that a Compromise and Agreement had been agreed on but had not yet been filed.

It was impossible to proceed with a hearing in this case today, at any rate, because of the length of other cases on the calendar. Counsel stated, however, that there was no need for a further hearing if the settlement agreement were approved.

DISPOSITION:

Submitted on Compromise and Release Agreement to be filed.

ELDON B. SPOFFORD, Referee

EBS:rva

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. 53 SF 145-939

ALTA ANN KISH,

Applicant,

vs.

WESTERN ASBESTOS COMPANY, CHARLES AYRES COMPANY, CORK INSULATION COMPANY, MUNDET CORK CORPORATION, PLANT ASBESTOS COMPANY, J. T. THORPE AND SON, INCORPORATED, DUTTON ASBESTOS AND SUPPLY COMPANY, ARSTRONG CORK COMPANY, VAN ARSDALE-HARRIS, PARAFFINE COMPANIES, INCORPORATED, PABCO PRODUCTS, INCORPORATED, PLANT RUBBER AND ASBESTOS COMPANY, JOHNS MANVILLE COMPANY, FIREMAN'S FUND INDEMNITY COMPANY, STATE COMPENSATION INSURANCE FUND, UNITED STATES CASUALTY COMPANY, AETNA CASUALTY AND SURETY COMPANY, INDUSTRIAL INDEMNITY COMPANY, TRAVELERS INSURANCE COMPANY, GIDDINGS SUPPLY COMPANY, BAY CITIES ASBESTOS COMPANY, LIMITED, ROBERTS ISLAND DREDGING AND IMPROVEMENT COMPANY, INCORPORATED, VAN FLEET-FREAR COMPANY, IDEAL VENTILATING AND SHEET METAL WORKS, LANGENDORF UNITED BAKERIES, INCORPORATED, E. B. BADGER AND SONS COMPANY, MADDEN PLUMBING AND HEATING COMPANY, L. J. MADDEN (Owner), KAISER ALUMINUM AND CHEMICAL CORPORATION, RICHMOND SHIPBUILDING CORPORATION, GENERAL INSULATION AND SUPPLY COMPANY, and [illegible] INSURANCE COMPANY,

ORDER APPROVING COMPROMISE AND RELEASE

Mailed from San Francisco Office

MAY 13 1955

Industrial Accident Commission State of California

ALTA ANN KISH vs. WESTERN ASBESTOS COMPANY, CHARLES AYRES COMPANY, CORK INSULATION COMPANY, MUNDET CORK CORPORATION, PLANT ASBESTOS COMPANY, J. T. THORPE AND SON, INCORPORATED, DUTTON ASBESTOS AND SUPPLY COMPANY, ARMSTRONG CORK COMPANY, VAN ARSDALE-HARRIS, PARAFFINE COMPANIES, INCORPORATED, PABCO PRODUCTS, INCORPORATED, PLANT RUBBER AND ASBESTOS COMPANY, JOHNS MANVILLE COMPANY, FIREMAN'S FUND INDEMNITY COMPANY, STATE COMPENSATION INSURANCE FUND, UNITED STATES CASUALTY COMPANY, AETNA CASUALTY AND SURETY COMPANY, INDUSTRIAL INDEMNITY COMPANY, TRAVELERS INSURANCE COMPANY, GIDDINGS SUPPLY COMPANY, BAY CITIES ASBESTOS COMPANY, LIMITED, ROBERTS ISLAND DREDGING AND IMPROVEMENT COMPANY, INCORPORATED, VAN FLEET-FREEAR COMPANY, IDEAL VENTILATING AND SHEET METAL WORKS, LANGENDORF UNITED BAKERIES, INCORPORATED, E. B. BADGER AND SONS COMPANY, MADDEN PLUMBING AND HEATING COMPANY, L. J. MADDEN (Owner), KAISER ALUMINUM AND CHEMICAL CORPORATION, RICHMOND SHIP-BUILDING CORPORATION, GENERAL INSULATION AND SUPPLY COMPANY, and PACIFIC EMPLOYERS INSURANCE COMPANY

Eldon B. Spofford, Referee
Dictated May 6, 1955

Claim No. 53 SF 145-939
Injury March 19, 1952

REPORT OF REFEREE ON ORDER APPROVING COMPROMISE AND RELEASE

The widow of an asbestos worker filed herein on January 16, 1953, an application alleging that decedent, aged 68, contracted asbestosis and pulmonary fibrosis as a result of numerous employments over many years, resulting in death on March 19, 1952.

A compromise and release agreement has been filed, wherein several of the defendants agree to pay a total of $2,750.00 in settlement, nothing heretofore paid.

Several hearings have been held in this case before the undersigned referee, and many legal questions arose, including the defense of the statute of limitations, and there is evidence that the decedent knew of his condition and its causal relation to his employment as early as 1947. In view of all

the difficulties in the case, applicant's counsel seemed well advised to effect a settlement with the employers or their carriers during the times when the decedent had any substantial length of employment, and the settlement reflects in the amounts contributed the length of service with the defendants involved. It appears to the undersigned referee, and apparently also to applicant's counsel, that the continuance of the litigation herein wouls be costly and might avail nothing, and that a settlement is the desired solution.

Applicant's attorney requests a fee of $400.00, which in view of the difficulties of the case and the time consumed, appears reasonable.

RECOMMENDATION:

Approve compromise and release, payable by the defendants in lump sums as indicated, less an attorney's fee of $400.00 payable to applicant's attorney out of the contribution of Fireman's Fund Indemnity Company.

ELDON B. SPOFFORD
REFEREE

EBS:MAM

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. 53 SF 145-939

2 ~ 7

ALTA ANN KISH,

Applicant

vs

WESTERN ASBESTOS COMPANY, CHARLES AYRES COMPANY, CORK INSULATION COMPANY, MUNDET CORK CORPORATION, PLANT ASBESTOS COMPANY, J. T. THORPE AND SON, INCORPORATED, DUTTON ASBESTOS AND SUPPLY COMPANY, ARMSTRONG CORK COMPANY, VAN ARSDALE-HARRIS, PARAFFINE COMPANIES, INCORPORATED, PABCO PRODUCTS, INCORPORATED, PLANT RUBBER AND ASBESTOS WORKS, JOHNS MANVILLE COMPANY, FIREMAN'S FUND INDEMNITY COMPANY, STATE COMPENSATION INSURANCE FUND, UNITED STATES CASUALTY COMPANY, AETNA CASUALTY AND SURETY COMPANY, INDUSTRIAL INDEMNITY COMPANY, TRAVELERS INSURANCE COMPANY, GIDDINGS SUPPLY COMPANY, BAY CITIES ASBESTOS COMPANY, LIMITED, ROBERTS ISLAND DREDGING AND IMPROVEMENT COMPANY, INCORPORATED, VAN FLEET-FREEAR COMPANY, IDEAL VENTILATING AND SHEET METAL WORKS, LANGENDORF UNITED BAKERIES, INCORPORATED, E. B. BADGER AND SONS COMPANY, MADDEN PLUMBING AND HEATING COMPANY, L. J. MADDEN (Owner), KAISER ALUMINUM AND CHEMICAL CORPORATION, RICHMOND SHIPBUILDING CORPORATION, GENERAL INSULATION AND SUPPLY COMPANY, AND PACIFIC EMPLOYERS INSURANCE COMPANY,

Defendants

ORDER CORRECTING ORDER APPROVING COMPROMISE AND RELEASE

Mailed From San Francisco Office

MAY 16 1955

Industrial Accident Commission State of California

Order Approving Compromise and Release having issued May 16, 1955, wherein it appears that one of the defendant employers was incorrectly named,

IT IS ORDERED that the title of the employer named as "Plant Rubber and Asbestos Company" stand corrected to show the name to be "Plant Rubber and Asbestos Works".

18.38/wk

75 weeks

1378.50
1916.77
3295.27

INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

F. A. LAWRENCE

JOHN J. SYNON

Commissioners

2350

2945.27

+ 400 burial

1345.27

ALTA ANN KISH vs WESTERN ASBESTOS COMPANY, et al.

Eldon B. Spofford, Referee
June 3, 1955

Claim No. 53 SF 145-939
Injury: March 19, 1952

REPORT OF REFEREE ON ORDER CORRECTING ORDER APPROVING COMPROMISE AND RELEASE

Order approving compromise and release issued herein May 16, 1955, stating that of the total settlement figure the sum of $350.00 was to be paid by The Paraffine Companies, Inc., Fabco Products Inc., Plant Rubber and Asbestos Company. Counsel for said employers have now called attention to the error in the name of the latter employer, stating that the correct name is Plant Rubber and Asbestos Works, and it appears from the compromise and release agreement that Plant Rubber and Asbestos Works was named and the word "Company" should be corrected to read "Works". The referee is accordingly attaching an order for such correction.

EBS:mam

ELDON B. SPOFFORD, Referee