

FILE NAME: Quintec (QUIN)

DATE: 1956

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DOCUMENT DESCRIPTION: WC Claim - Swartout

61 HFS

TOENSAEIER ADJUSTMENT SERVICE, INC.
INSURANCE ADJUSTERS

CHARLES J. COPE
MANAGER

LANCASTER, PENNA. OFFICE
38 N. DUKE STREET

**BEFORE THE INDUSTRIAL ADJUSTMENT COMMISSION
OF THE STATE OF CALIFORNIA**

CASE NO. 169-171

SWALE / 1-12-55
BERGIT A. SWARTOUT,

Applicant

v.

DECISION
AFTER RECONSIDERATION

MUNDET CORK CORP., HARRY A. DUTTON,
INC., DUTTON ASBESTOS CO., DUTTON
ASBESTOS & SUPPLY CO., WESTERN
ASBESTOS CO., DAY CITY ASBESTOS CO.,
LTD., CORK INSULATION CO., INC.,
WESTERN FIBER GLASS COMPANY, GENERAL
INSULATION & RUBBER CORPORATION,
ARMSTRONG CORK CO., JOHNS MANVILLE
SALES CORPORATION, C. C. MOORE & CO.,
J. T. THORPE & SON, INC., H. R.
CARPENTER, AETNA INSURANCE COMPANY,
STATE COMPENSATION INSURANCE FUND,
INDUSTRIAL INDEMNITY EXCHANGE,
INDUSTRIAL INDEMNITY COMPANY, LIBERTY
MUTUAL INSURANCE COMPANY, TRAVELERS
INSURANCE COMPANY, STANDARD ACCIDENT
INSURANCE COMPANY and PACIFIC EMPLOYERS
INSURANCE COMPANY,

Defendants

Reconsideration having been granted herein and the
matter having been carefully considered, including transcripts
of the testimony, as well as the record as a whole, this Commis-
sion 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 Findings and Award filed March 4,
1958 be, and the same is, vacated, annulled and set aside, and
that the following Findings and Award be substituted in lieu
thereof and made the Decision after Reconsideration of this
Commission.

FINDINGS OF FACT

1. John E. Swartout, while employed as an asbestos worker in the County of San Francisco, State of California, on January 10, 1955, by Western Asbestos Company, sustained an injury arising out of and occurring in the course of his employment, consisting of substantial and material exposure to asbestosis. At said time, the employee's wages were maximum.

2. There may have been like exposure in other employments both within and without the State of California.

3. Applicant has elected to proceed against the Western Asbestos Company and its insurance carrier, the State Compensation Insurance Fund, pursuant to Labor Code Section 5500.5.

4. Said injury resulted in temporary total disability beginning on January 11, 1955, continuing to and including June 5, 1956, entitling the employee to temporary total disability indemnity at the rate of \$35 a week in the total sum of \$2,555.

5. The evidence establishes that said employee failed to give defendants notice of his need for medical treatment to cure or relieve him from the effects of said injury.

6. The employee died on June 6, 1956, and the evidence establishes that said death was proximately caused by the injury herein.

7. The application for adjustment of claim was filed herein within one year from the date of said injury.

8. The evidence fails to establish that defendants or any of them have been prejudiced by lack of notice of the claim asserted herein.

9. Said employee left surviving him his widow, Bergit A. Swartout, the applicant herein.

10. Applicant is entitled to the statutory burial expense of \$400.

11. The employee incurred expense in the sum of \$35 for

1 : examination and report by Dr. Allan E. Moe required to success-
2 : fully prove his case.

3 : 12. Applicant's counsel, Smith & Parrish, have performed
4 : services of the reasonable value of \$600.

5 : A W A R D

6 : AWARD IS MADE in favor of Bergit A. Swartout and against
7 : the State Compensation Insurance Fund of accrued temporary disa-
8 : bility indemnity commencing January 11, 1955, to and including
9 : June 5, 1956, at the rate of \$35 a week in the total sum of
10 : \$2,555, payable forthwith.

11 : AWARD IS FURTHER MADE in favor of Bergit A. Swartout and
12 : against the State Compensation Insurance Fund of a death benefit
13 : in the amount of \$7,000, payable at the rate of \$35 a week begin-
14 : ning June 6, 1956, less \$600 payable to Smith & Parrish as
15 : attorneys' fee.

16 : AWARD IS FURTHER MADE in favor of Bergit A. Swartout and
17 : against the State Compensation Insurance Fund for burial expense
18 : in the amount of \$400.

19 : AWARD IS FURTHER MADE in favor of Bergit A. Swartout and
20 : against the State Compensation Insurance Fund of the sum of \$35
21 : for medical litigation costs, payable to Dr. Allan E. Moe.

22 : IT IS ORDERED that all payments herein shall bear interest
23 : as provided by Labor Code Section 5800.

24 :
25 : INDUSTRIAL ACCIDENT COMMISSION
26 : OF THE STATE OF CALIFORNIA

27 : F. A. Lawrence

28 :
29 : W. Lee DeLara, Jr.

Deputy
Commissioner

30 : Commissioners

31 :
32 : Swartout
169-171
Dec aft Rec

BERGIT A. SWARTOUT

v. MUNDET CORK CORP., HARRY A. DUTTON, INC., DUTTON ASBESTOS CO., DUTTON ASBESTOS & SUPPLY CO., WESTERN ASBESTOS CO., DAY CITY ASBESTOS CO., LTD., CORK INSULATION CO., INC., WESTERN FIBER GLASS COMPANY, GENERAL INSULATION & RUBBER CORPORATION, ARMSTRONG CORK CO., JOHNS MANVILLE SALLS CORPORATION, C. C. MOORE & CO., J. T. THORPE & SON, INC., M. R. CARPENTER, AETNA INSURANCE COMPANY, STATE COMPENSATION INSURANCE FUND, INDUSTRIAL INDEMNITY EXCHANGE, INDUSTRIAL INDEMNITY COMPANY, LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS INSURANCE COMPANY, STANDARD ACCIDENT INSURANCE COMPANY and PACIFIC EMPLOYERS INSURANCE COMPANY

June 6, 1958

Case No. 169-171

**REPORT OF PANEL ONE ON
DECISION AFTER RECONSIDERATION**

The record reflects that decedent, while employed as an asbestos worker on January 10, 1955 by Western Asbestos Company sustained an injury arising out of and occurring in the course of his employment, consisting of substantial and material exposure to asbestosis. The record further reflects that there may have been like exposures in other employments both within and without the State of California.

The injury caused total temporary disability from January 11, 1955 through June 5, 1956. Employee's death on June 6, 1956 was proximately caused by the injury herein, entitling applicant to death benefits.

It appears from the evidence that decedent failed to give notice to defendants of his need for medical treatment.

Applicant is entitled to the statutory burial expense and to medico-legal expense of \$35, payable to Dr. Mos.

Applicant's attorneys have rendered services herein of the reasonable value of \$600.

It is the opinion of the Panel that the claim is not barred by the statute of limitations and that the evidence fails to establish that defendants have been prejudiced by lack of notice of the claim asserted herein.

Decision after Reconsideration should issue accordingly.

**INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA**

F. P. Lawrence

W. Lee De Lano, Jr.,

Commissioners

Deputy
Commissioner

108

APR 10 1971

1 ENSURE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
2 CLAIM NO. 55 OF 1970-171

3
4 ROBERT A. L. [illegible],
5 Applicant,

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COPY

ORDER GRANTING DEFENDANT'S PETITION

IT IS ORDERED that Defendant's petition for reconsideration
filed herein March 10, 1971, be, and the same hereby is, granted.

DEPARTMENT OF INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

P. A. Lawrence

John J. Synon

Roland J. Henning

12

[illegible]

CLASS NO. 12 24-171

이러한 사실은, 이념적 대립이 아니라, 현실적 이해관계의 충돌에 기인한 것으로 보인다. 그러나, 이념적 대립이 현실적 이해관계의 충돌을 초래하는 경우도 있다. 이념적 대립이 현실적 이해관계의 충돌을 초래하는 경우는, 이념적 대립이 현실적 이해관계의 충돌을 초래하는 경우를 말한다. 이념적 대립이 현실적 이해관계의 충돌을 초래하는 경우는, 이념적 대립이 현실적 이해관계의 충돌을 초래하는 경우를 말한다.

The label is of the variety that is provided for the testimony of the jury, and is not to be attached to the evidence and for the jury's use.

Advertisement, Office is looking granting revision
for 1999-2000.

INDEPENDENT REPORTING COMMISSION
OF THE STATE OF CALIFORNIA

F. A. Lawrence

John J. Symon

Roland J. Jonning

BERGIT A. SWARTOUT

vs

MUNDET CORK CORP., et al,

R. O. Purvis, Referee
March 27, 1958

Claim No. 55 SF 169-171
Inj: 1-11-55 (Dec)

REPORT OF REFEREE ON RECONSIDERATION
(DUE: April 17, 1958)

Defendant petitions for reconsideration from an award to applicant, the widow of an employee who died of asbestosis. The award was for accrued compensation due the employee from the date of his first disability up to his death and for a death benefit.

The sole ground for reconsideration is "the claim for the death benefit is barred by the Statute of Limitations". Defendants admit, therefore, that the findings and award for injury arising out of and in the course of employment, temporary disability, death proximately caused by industrial injury, etc., are correct.

The undisputed facts are that applicant, an asbestos worker, sustained injury in his occupation consisting of asbestosis. His disability began on January 10, 1955. He died on June 6, 1956. He filed an application for adjustment of claim on December 30, 1955. His widow was substituted as party applicant on his death by an application filed June 13, 1956.

On the foregoing time table, defendant, State Compensation Insurance Fund, maintains its pleas of the Statute of Limitations is good. It relies on the fact that the employee's death occurred after one year from the date of injury and it had not furnished the employee any of the benefits of the Labor Code. In support of its position, defendant cites two cases.

One, Bianco vs I.A.C., 9 CCC 206. However in that case, the employee never filed a claim and the widow's claim was not filed for 2+ years after the employee's death. Also, the Labor Code has been amended since that case was decided.

The other case cited is Decker vs I.A.C., 14 CCC 3, a case where the District Court of Appeal refused to issue a writ of review. In that case, after a hearing, the Commission found that the employee had sustained no injury, and the widow attempted to re-open the case after the employee's death. That case, too, is factually different from the present case.

Applicant, in reply to defendant's petition, contends that the filing of an application by the employee removed the question of the Statute of Limitations from issue because of the language of Labor Code Section 5404 so far as the widow's claim is concerned, and with this answer the under-

signed Referee is in agreement.

It is the opinion of this Referee that the claim is not barred by the Statute and further, that defendant's position is equitably impossible; that even assuming that the statute bars the claim if no benefits had been paid within a year of filing for the death benefit, they are estopped to assert such a proposition. Benefits were not paid only because the defendants forced the employee to litigate his case instead of meeting their obligation to him. The position of defendants, if adopted, would bar a great percentage of industrial disease claims, and that was not the intent of the Legislature.

Applicant has filed an answer to the defendant's petition which is convincing and adequately answers their contentions.

RECOMMENDATION:

That defendant's Petition for Reconsideration be denied.

R. O. Purvis, Referee

I talked with Charles Sherrill
by phone April 7 regarding his
letter of April 3, 1958. He admitted
he had few details about the
servant case and did not
know why Employer Winter
wanted additional information.

He said he would write his
California office and suggest
they write me direct regarding the
information needed.

I told Sherrill, servant
was out on her salary from November
25, 1950 to January 24, 1951.

64 E.S.

4-7-58

We never heard from the California office
4-19-58

APCS

EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN
EMPLOYERS MUTUAL FIRE INSURANCE COMPANY
HOME OFFICE: WAUSAU, WISCONSIN



Address Reply To
EMPLOYERS MUTUALS OF WAUSAU
300 MOUNT LEBANON BOULEVARD
PITTSBURGH 34, PENN.
LOCUST 3-2324

APR 4 1958
Armstrong Cork Company
Liberty and Scarlet Streets
Lancaster, Pennsylvania

April 3, 1958

Attention: Mr. R. C. Schiedt, Jr.
Insurance Department

John E. Swartout v.
Armstrong Cork Company
Claim A42-35421

Gentlemen:

Persuant to my telephone conversation with Miss Sukits in your Pittsburgh office, I am writing to you directly.

✓ The matter that I am writing to you about concerns certain information that I need about a former employee, whose name is John E. Swartout. His social security number is 472-10-9876. It is my understanding that this man was not employed at your South Gate Plant in California; nevertheless, I will still need certain information to properly defend and action by the widow of John E. Swartout.

This former employee has been given an award in the sum of \$7,000, which is a death benefit. He has also received a sum of \$2,550 for temporary disability due to an occupational disease of asbestosis. This award of course includes a \$400 burial expense sum. This award was granted by Referee Purvis of the California Commission. I am now interested in obtaining the following information: (1) The exact dates of employment, (2) Location of the plant or plants during the course of employment and (3) The type of occupation he pursued. I would appreciate this information to embrace the period from November 28, 1950 until January 24, 1951. I will need this information even though this employee was not employed at a plant which we insure. It is my understanding that we only insured your South Gate Plant.

Will you please send me this information at your earliest convenience.

Thanking you for your cooperation, I remain

Yours very truly

Chas. W. Schiedt, Jr.

102
1-10-55
April 2, 1958

Mr. Charles Scoski
Employers Mutual of Wausau
300 Mt. Lebanon Boulevard
Pittsburgh 34, Pa.

Dear Mr. Scoski:

Subject: John E. Swartout - 1115
472-10-9576

A letter from our district office in Pittsburgh states you requested certain information concerning Mr. Swartout and left our employee, who was taking your phone call, under the impression that Swartout's employment was covered by an Employers Mutual workmen's compensation policy.

Prior to 1952, Armstrong Cork Company did have a policy with Employers Mutual covering our manufacturing operations in South Gate, California. Mr. Swartout, however, was not employed at our South Gate Plant.

Very truly yours,

ARMSTRONG CORK COMPANY

R. C. Schiedt, Jr.
Insurance Department

JEZ

Miss R. M. Sukits, AC&S, Pittsburgh



CONTRACTING AND SUPPLY
CORPORATION

Subsidiary of Armstrong Cork Company

POST OFFICE BOX 124
14TH STREET AND ALLEGHENY RIVER
PITTSBURGH 30, PENNSYLVANIA

March 31, 1958

APR 2 1958 WPM

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

Mr. Hughes:

Subject: John E. Swartout
472-10-9876

advertis

*list 5-30-56
1-10-55 (not confirmed)
by [initials]*

Last Friday, March 28, 1958, I received a phone call from a Mr. Charles Scemski of Employers Mutual of Wausau. Mr. Scemski told me that his company insured Armstrong Cork. He asked me if I could possibly obtain for him information concerning the subject employee.

Mr. Swartout is from the state of California. He worked for us from November 28, 1950 to January 24, 1951. The reason for his termination was illness. The following is a list of the information requested:

1. Exact dates of employment.
2. Location of Work.
3. Type of occupation.
4. Where he worked from Nov. 28, 1950 to Jan. 24, 1951.

As this information is not available at this office, I would appreciate any help you can give me regarding this problem. If you would wish to forward information directly to Mr. Scemski, his address is:

Mr. Charles Scemski
Employers Mutual of Wausau
300 Mt. Lebanon Blvd.
Pittsburgh 34, Penna.

Phone: LO. 3-2224

Very truly yours,

ARMSTRONG CONTRACTING & SUPPLY CORP.

R. M. Sukits

(Miss) R. M. Sukits

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CLAIM NO. 55 SP 159-171

BEROIT A. SWARTOUT,

Applicant,

FINDINGS AND AWARD

VS.

MUNDET CORK CORP.; HARRY A. DUTTON, INC.;
DUTTON ASBESTOS CO.; DUTTON ASBESTOS &
SUPPLY CO.; WESTERN ASBESTOS CO.; BAY
CITY ASBESTOS CO.; LTD.; CORK INSULA-
TION CO., INC.; WESTERN FIBER GLASS COM-
PANY; GENERAL INSULATION & RUBBER COR-
PORATION; ARMSTRONG CORK CO.; JOHNS
MANVILLE SALES CORPORATION; C. C. MOORE
& CO.; J. T. THORPE & SON, INC.; M. R.
CARPENTER; AETNA INSURANCE COMPANY;
STATE COMPENSATION INSURANCE FUND;
INDUSTRIAL INDEMNITY EXCHANGE; INDUS-
TRIAL INDEMNITY COMPANY; LIBERTY MUTUAL
INSURANCE COMPANY; TRAVELERS INSURANCE
COMPANY; STANDARD ACCIDENT INSURANCE
COMPANY, and PACIFIC EMPLOYERS INSUR-
ANCE COMPANY,

Defendants.

An application for adjustment of claim for com-
pensation having been filed herein, all parties having appear-
ed, and the matter having been regularly heard and submitted,
R. O. Purvis, Referee, now makes his Findings and Award as
follows:

FINDINGS OF FACT:

1. John E. Swartout, while employed as an
asbestos worker by various employers, including the defendant,
Western Asbestos Company, in California and elsewhere, sus-
tained an injury arising out of and in the course of his em-
ployment consisting of asbestosis. At said time, the em-
ployee's wages were maximum.

2. Applicant has elected to proceed against
the Western Asbestos Company and its insurance carrier, the
State Compensation Insurance Fund, pursuant to Labor Code
Section 5500.5.

3. Said injury resulted in temporary total

1 disability beginning January 11, 1955, to and including
2 June 5, 1956.

3 4. The evidence establishes that said em-
4 ployee failed to give defendants notice of his need for medi-
5 cal treatment to cure or relieve him from the effects of said
6 injury.

7 5. The employee died on June 6, 1956, and
8 the evidence establishes that said death was proximately
9 caused by the injury herein.

10 6. The application for adjustment of claim
11 was filed herein within one year from the date of said injury.

12 7. The evidence fails to establish that de-
13 fendants or any of them have been prejudiced by lack of no-
14 tice of the claim asserted herein.

15 8. Said employee left surviving him, his
16 widow, Bergit A. Swartout, the applicant herein.

17 9. Applicant is entitled to the statutory
18 burial expense of \$400.00.

19 10. The employee incurred expense in the sum
20 of \$35.00 for examination and report by Dr. Allan E. Moe re-
21 quired to successfully prove his case.

22 11. Applicant's counsel Smith & Parrish, have
23 performed services of the reasonable value of \$500.00.

24 AWARD:

25 AWARD IS MADE in favor of Bergit A. Swartout
26 and against the State Compensation Insurance Fund of accrued
27 temporary disability indemnity commencing January 11, 1955,
28 to and including June 5, 1956, at the rate of \$35.00 a week
29 in the total sum of \$2,555.00 payable forthwith.

30 AWARD IS FURTHER MADE in favor of Bergit A.
31 Swartout and against the State Compensation Insurance Fund
32 of a death benefit in the amount of \$7,000.00 payable at

1 the rate of \$35.00 a week beginning June 6, 1956, less
2 \$500.00.

3 AWARD IS FURTHER MADE in favor of Bergit A.
4 Swartout and against the State Compensation Insurance Fund
5 for burial expense in the amount of \$400.00.

6 AWARD IS FURTHER MADE in favor of Bergit A.
7 Swartout and against the State Compensation Insurance Fund
8 of the sum of \$35.00 for medical-litigation costs payable to
9 Dr. Allan E. Moe.

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12 R. O. Purvis, Referee
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28 Filed and Served upon
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30 ficial address record: March 4, 1958
31 ksg
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BEROIT A. SWARTOUT

vs

MUNDET CORK CORPORATION, ET AL,

R. O. Furvis, Referee
February 26, 1958

Claim No. 55 SF 169-171
Inj: Asbestosis (Dec.)

REPORT OF REFEREE ON DECISION

Applicant is the widow of an employee who dies of pneumoconiosis (asbestosis) and claims accrued compensation for temporary disability and a death benefit.

REPORT OF RECORD:

Issues:

There were no admitted facts, and all appearing defendants raised the additional issues of Statute of Limitations, prejudice by reason of lack of notice and jurisdiction of the Commission.

Discussion:

The record disclosed that the employee died on May 30, 1956, and the medical evidence is without conflict that his death was due to asbestosis.

The employee filed the original application for adjustment of claim on December 30, 1955. The evidence in the record is that he first became disabled as the result of asbestosis on January 10, 1955, and that date was the first on which he knew he had the pulmonary disease. That date must be taken as the date of injury. The application was filed well within a year from the date of injury and, therefore, the claim is not barred by the Statute of Limitations. Applicant may recover both accrued temporary total disability and the death benefit.

The issue of jurisdiction was raised, defendants maintaining that inasmuch as some of the employee's employment was on board ships (not yet commissioned) afloat on navigable waters, the Commission is barred from making an award of compensation for that part of the injury occurring aboard such a vessel. This Referee does not agree with the contention. Applicant worked for the same employers, Western Asbestos Co., both on new ship construction work and at work on shore and, as a result of such exposure along with other employments for other employers, was exposed to dust resulting in his disability and death. He filed his application with this Commission and not with the U. S. Employees Compensation Commission. He had to elect one or the other and it was impossible to proceed in both. It is this Referee's opinion that the California Commission may assume jurisdiction over the whole claim and that the maritime exposure is compensable under the "twilight zone" theory of the case of Davis vs Department of Labor, 8 Cal Comp C 25, 317 US 249.

In any event, the major portion of applicant's employment was non-maritime, and it is impossible to segregate the exposure from either

BERGIT A. SWARTOUT--IAC #169-171--Page 2

employment from the other.

Applicant, proceeding under Labor Code Section 5500.5, elected to proceed against the defendant, Western Asbestos Co.

The employee incurred costs for self-procured medical treatment. However, applicant may not recover the cost thereof as no notice was given in advance to the defendants who, therefor, had no opportunity to furnish it.

Discussion:

Award must be made pursuant to the foregoing conclusions.

R. O. Purvis, Referee

RDP:hg

SWARTOUT - Claim No. 55 SF 169-171

R. O. PURVIS, Referee
Oakland - August 15, 1956

Injury: (Silicosis)
Death: May 30, 1956

REPORT OF REFEREE

Applicant testified substantially that she was married to the employee on July 5, 1939 at Albuquerque, New Mexico. He had been married before. They had no children. She exhibited a marriage certificate, which was read into the record. She was living with the employee at the time of his injury. They had not been divorced.

He was employed by the Western Asbestos Co. in 1940 to 1949 and again in 1954, always in California. He was employed running jobs, but most of the time working with asbestos, covering pipes, and so on. He was a member of Local 16, Asbestos Workers Union in San Francisco.

He first knew he had asbestosis in January of 1955. He stopped work on January 10, 1955 and has done no work since.

He was in the hospital six weeks at one time, then again two months. The first hospital was the Porterville Hospital, and the second, the Springville Sanitarium. He never recovered from his illness, and died May 30, 1956.

She has not paid the bill of Dr. Moe, \$35.00, for a report.

In the year before his death the employee's earnings were \$4800 to \$5000 or \$5200. He had worked steady at union scale. He had no periods of unemployment except one in 1947 or 1948 for about six months.

Her husband discussed his working conditions with her, and how hard he worked, and how he was covered with dust, and he felt his nose stuffed up with dust. His working clothes always had dust on them.

She has paid the burial expense of \$568.00, except for the cremation and the niche for the ashes. Exhibited a check to a mortuary, in the sum of \$534.00.

On cross-examination the witness testified substantially that on July 5, 1939 she married the employee at Albuquerque, New Mexico. That he has been married before. His wife had died in 1934 or 1935 in Minneapolis. That he had no children by this previous marriage. That she had not been married before. She knew the employee two years before she married him.

He worked for other employers at Albuquerque up to the time he came to San Francisco in 1947.

169-171 Swartout 8/15/56 (2)

He was working in Porterville for the Western Asbestos Co. in 1954, and then they came to Sacramento in 1955.

The last job he had done was for Armstrong Construction Co. for Bethlehem Steel.

At Porterville the employee was under the care of Dr. Parkinson. He saw him first, she believes, on January 17, 1955. He had a bad cold, and examination at that time showed that he had asbestosis. He was taken to the Porterville City Hospital, where he stayed six weeks. Then he remained at home two weeks, and then he was taken to Springville Sanitarium, where he stayed two months.

Following that they moved to Sacramento. At Sacramento he was under the care of Dr. Robert Harris, who put him in the Sacramento County Hospital; and then Dr. Harris sent him to Dr. Moe, who took care of him the rest of the time.

The last work he did was on January 10, 1955, and he was unable to work after that time due to asbestosis.

On cross-examination by Mr. Schwab, the witness testified substantially that he worked for the Armstrong Cork Co. after he left Porterville in 1954 right after Christmas. That he was on a job for the Armstrong on a ship at the Bethlehem Steel plant.

On cross-examination by Mr. Jenner the witness testified substantially that the employee had never worked at Southgate, California.

On redirect examination the witness testified substantially that the period of unemployment in 1947 was occasioned by the fact that they took six months time out and went to Chico to manage a motel. There was nothing wrong with the employee's health at that time, but they just tried out managing the motel and then gave it up.

On cross-examination by Mr. Conklin the witness testified that the name of the motel was the Willard Motel. Also that the employee worked as an asbestos worker since he was sixteen years old.

That she was with the employee when Dr. Parkinson told him he had asbestosis.

ROP:fg

R. O. PURVIS, Referee

SWARTOUT - Claim No. S.F. 169-171

REFEREE: WILLIAMSON
Oakland, 12-6-56

Inj: Silicosis
Death: 5-30-56

REPORT OF REFEREE

This matter was called for hearing at this time after having been continued from hearing of August 15, 1956.

Wayne Kelly was called by the applicant and identified himself as a business representative of Local 16 of the asbestos workers of the international union. He has held this position for the past year. Prior thereto he was an asbestos worker, and between 1945 and 1949 worked for Western Asbestos, where the decedent had worked. He had worked in the same areas and in the same work, applying asbestos to steam lines aboard destroyers located at Bethlehem Shipyard. He knew Swartout there and worked in the same compartments with him, doing the same kind of work.

Reference to previously admitted exhibits indicates that Swartout worked for Western Asbestos from 1941 to November, 1947, and another place, 1940 to the end of the year 1948. See Commission's Exhibit No. 1.

The witness explains that asbestos comes in molded shape consisting of two halves which are placed around steam pipes and fastened there. In this work it is necessary to cut the molded asbestos lining to length, which is done with a hand saw. The work is in the confined rooms and spaces aboard destroyers, where space is scarce and rooms are correspondingly small. The men never wore respirators, and each man was exposed to the dust, which was of white character, and settled on their clothes. The dust was heavy, and with the working of the asbestos and the sawing, it permeated the air.

On cross examination the witness stated that he and the other men working for Western Asbestos during those years used the Bethlehem plant as a sort of clearing house and worked out of this plant. His work with Mr. Swartout was on the destroyers, and Wayne Mead was the foreman in charge of this work on the destroyers. During the years he was there, he also worked under other foremen.

The work was quite dusty. He explains the asbestos dust floats in the air. It is much lighter than wood sawdust, and it is formed mostly of tiny particles or fibers that float through the air and may readily be seen when light strikes through the room. The dust settles heavily on their work clothes.

He states that he has observed that Johns Manville is the brand of the asbestos material that is used by Western Asbestos, and that the packages indicate 85% magnesium, and he believes the balance is asbestos. Where the material is to be put on very hot pipes, lesser magnesium is used and a higher percentage of asbestos is used.

All the work he did with the decedent was in connection with the destroyers at the Bethlehem plant. When this work was done, the ships were tied at the dock and were floating in water, but the work was done prior to the ship's being commissioned.

S.F. 169-171

Page 2

Bergit Swartout, the applicant in this case and widow of the deceased, was called to testify by Mr. Conklin, and she responded to questions that neither she nor her husband were ever furnished or promised any compensation or any medical treatment as a consequence of the alleged injury.

At this point the case is submitted. The parties request that the matter be referred back to Mr. Purvis for decision. It is further agreed that Mr. Purvis not be required to have a transcript of the testimony taken this day before this Referee.

DISPOSITION: Refer case back to Mr. Purvis.

HERBERT J. WILLIAMSON, Referee

HJW/et

BALTIMORE
NEW YORK
CLEVELAND
TULSA
ST. LOUIS
CHICAGO
LOS ANGELES
ATLANTA
PITTSBURGH
SAN FRANCISCO
NEW ORLEANS
MIAMI

ALEXANDER & ALEXANDER

INCORPORATED

INSURANCE

AVERAGE ADJUSTERS

CONSULTING ACTUARIES

2225 NORTH CHARLES STREET, BALTIMORE 18, MD.

TELEPHONE
TUXEDO 9-4304
BELL SYSTEM
TELETYPE BA 582
CABLE ADDRESS
"ALEXBLUE"

July 29th, 1957

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Mr. Schiedt:

File B 7814289

John E. Swartout

D/A ~~Swartout~~ 1255

Workmen's Compensation

Calif - 1/10/55

Supplementing our letter to you of July 3rd in the above case, we are advised by the Travelers that they are carrying \$2,000 fatal estimate, \$80.00 funeral expense and \$250. loss expense reserves, suggested by their attorneys after hearing the evidence on this case.

While it is true, the widow has elected to pursue the last carrier on the risk, this does not preclude the last carrier from joining all other carriers in a subsequent action to seek contribution from them, and this is the reason the Travelers are carrying the reserves mentioned above.

Trusting this information will bring you up-to-date, we remain

Sincerely

ALEXANDER & ALEXANDER, INC.

Jue Rosemary
LOSS DEPARTMENT

R

BALTIMORE
NEW YORK
CLARKSBURG
TULSA
ST. LOUIS
CHICAGO
LOS ANGELES
ATLANTA
PITTSBURGH
SAN FRANCISCO
NEW ORLEANS
MIAMI

ALEXANDER & ALEXANDER

INCORPORATED

INSURANCE

AVERAGE ADJUSTERS

CONSULTING ACTUARIES

2225 NORTH CHARLES STREET, BALTIMORE 18, MD.

TELEPHONE
TUXEDO 9-4304

BELL SYSTEM
TELETYPE BA 582

CABLE ADDRESS
"ALEXBLUE"

July 3rd, 1957

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Mr. Schiedt:

Workmen's Compensation Claim
John E. Swartout - 1/10/55
Claim B 7814289 - California

We have today received a reply to our various inquiries regarding the above claim.

The Travelers state that there has been nothing new since December 6th, the final decision not having been handed down as yet. At the hearing before the last one, it developed that the applicant, as he had the right to do, elected to pursue his remedy exclusively with the State Compensation Insurance Fund, and the Liberty Mutual Insurance Company.

The company has not furnished us with the amount of reserve they are carrying and we are writing for this information. Just as soon as it is available, we will again communicate with you.

Sincerely

ALEXANDER & ALEXANDER, INC.

C. T. Dinkley
LOSS DEPARTMENT

R

32 W-100
T-2-1-3-1
June 28, 1957

Mr. Christopher Hoff
Alexander & Alexander, Inc.
2225 North Charles Street
Baltimore 18, Md.

Dear Chris:

Subject: Workmen's Compensation Claim
John E. Everett - 1/10/55
Claim #1-7814-3 - California

May 28 we wrote you regarding the above subject. Is Travelers carrying a reserve or has the claim been closed without payment?

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

JEZ

~~7-6-1957~~
W.C. All
155

May 23, 1957

Mr. Christopher Hoff
Alexander & Alexander, Inc.
2225 North Charles Street
Baltimore 18, Md.

Dear Chris:

Subject: Workmen's Compensation Claim
John E. Stewart - 1/10/55
Claim #B-7014269 - California

A hearing on the above case was held December 6, 1956, with more than a dozen employers named as defendants in this death claim involving possible asbestosis.

Will you give us the present status of this claim and show amounts paid or reserves established.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

JEZ

W.C.
65
T 19-57
5-25-57
March 23, 1957

Mr. G. H. Finley
Alexander & Alexander, Inc.
2225 North Charles Street
Baltimore 18, Md.

Dear Mr. Finley:

Subject: Workmen's Compensation Claim
John E. Stuartout - 1/10/55
Claim #B-7814289 - California

We are wondering if you heard the results of the hearing held December 6, 1956, on the above claim.

Very truly yours,

ARMSTRONG CORP COMPANY

R. C. Schiedt, Jr.
Insurance Department

JEZ



V. L. P. SHRIVER AGENCY, General Agent

1801 UNION BANK BLDG.

PITTSBURGH 22, PENNSYLVANIA

Phone Grant 1-7800

November 14, 1956

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Dick:

Re: 96-C 728 796
Armstrong Cork Company
John E. Swartout - 1/10/55

Thank you for your letter of November 13th, advising that hearing in the captioned case has been changed from Room 206, 1531 Webster Street to Room 510, 577-14th Street.

We have notified the Claims Office of the Standard Accident in San Francisco.

Very truly yours,

V. L. P. SHRIVER AGENCY

[Signature]
D. B. Edgar

DBE:map

November 13, 1956

Mr. James E. Fannon
Alexander & Alexander, Inc.
2225 North Charles Street
Baltimore 18, Maryland

Dear Jim:

Subject: Claim #55 SF 169-171 - Bergit A. Swartout

We received notice from the California Industrial Accident Commission that the hearing to be held in Oakland, December 6, 1956, has been changed from Room 206, 1531 Webster Street to Room 510, 277 - 14th Street.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

November 13, 1956

Mr. D. B. Edgar
V. L. P. Shriver Agency
1231 Union Bank Building
Pittsburgh 22, Pa.

Dear Dave:

Subject: Claim #55 SF 169-171 - Bergit A. Swartout

We received notice from the California Industrial Accident Commission that the hearing to be held in Oakland, December 6, 1956, has been changed from Room 206, 1531 Webster Street to Room 510, 577 - 14th Street

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

BENJAMIN A. SWARTZOUT,

Applicant

vs.
 EDWARD COOK CORP., HENRY A. BUTTON, INC.,
 LUTION ADJUSTERS CO.; BUTTON ADJUSTERS
 & SUPPLY CO.; WESTERN ADJUSTERS CO.,
 et al.,

Defendants

CLAIM NO. 55 S.F. 169-171

NOTICE OF CHANGE IN
 PLACE OF HEARING

NOTICE TO ALL PARTIES

You are hereby notified that the place for the hearing in the
 above entitled action has been changed to and will be held at

Room 510, 577 - 14th Street (Corner of Jefferson), Oakland
 on the same date and at the same time as stated in the Notice
 previously issued.

11/12/56
 11/12/56
 DATED at San Francisco, California,

November 7, 1956

INDUSTRIAL ACCIDENT COMMISSION

SERVICE UPON: Same as in last notice of hearing. :ccp



V. L. P. SHRIVER AGENCY, General Agent

1801 UNION BANK BLDG.

PITTSBURGH 22, PENNSYLVANIA

Phone Grant 1-7800

November 5, 1956

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

NOV 6 1956 WJH

Dear Dick:

Re: ~~96-C 728 796~~

~~Armstrong Cork Company~~

~~John E. Swartout~~

1/10/56

Thank you for your letter of November 2,
advising that hearing in the captioned case will
be held on December 6, 1956.

We have notified the San Francisco Claims
Office of the Standard Accident.

Very truly yours,

V. L. P. SHRIVER AGENCY

D. B. Edgar
D. B. Edgar

DBE:map

November 2, 1956

Mr. James E. Fannon
Alexander & Alexander, Inc.
2225 North Charles Street
Baltimore 18, Maryland

Dear Jim:

Subject: Claim #55 SP 169-171

We received notice from the California Industrial Accident Commission that a hearing will be held in Oakland, California, December 6, 1956, in connection with the claim of Bergit A. Swartout, widow of John E. Swartout.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

11-18-67 ✓
November 2, 1956

Mr. D. E. Edgar
V. L. P. Shriver Agency
1831 Union Bank Building
Pittsburgh 22, Pa.

Dear Dave:

Subject: Claim #55 SF 169-171

We received notice from the California Industrial Accident Commission that a hearing will be held in Oakland, California, December 6, 1956, in connection with the claim of Bergit A. Swartout, widow of John E. Swartout.

Very truly yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

BERGIT A. SMARTOUT,

*

OCT 30 1956 WMM

Applicant,

* CLAIM NO. 55 SF 169-171

*

vs.

MUNDET CORP.; HARRY A. DUTTON, INC.;
DUTTON ASBESTOS CO.; DUTTON ASBESTOS &
SUFFLY CO.; WESTERN ASBESTOS CO., et al.

* NOTICE OF TIME
AND PLACE OF
FURTHER HEARING

*

*

Defendants.

*

NOTICE TO ALL PARTIES

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

ROOM 206, 1531 WEBSTER STREET

OAKLAND, CALIFORNIA,

DECEMBER 6, 1956

9:30 o'clock a.m.

INDUSTRIAL ACCIDENT COMMISSION

Dated at:

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON : McP OCT 21 1956

See attached sheet for service

SERVICE UPON; 10/25/56--LHP

Lergit A. Swartout, 3810 Arden Way, Sacramento, Calif.
Smith & Parrish, 801 Financial Center Bldg., Oakland

Mundet Cork Corp., 7101 Tonnelle Ave., North Bergen, New Jersey

Harriss Dutton, Inc., 832 Natoma St., S. F.

Dutton Asbestos & Supply Co., 832 Natoma St., S. F.

S. H. Dutton Co., 832 Natoma St., S. F.

Western Asbestos Co., 675 Townsend St., S. F.

Bay City Asbestos Co., Ltd., 241 5th Ave., Oakland

Cork Insulation Co., Inc., 720 5th Ave., N. Y.

Western Fiber Glass Co., 739 Bryant St., S. F.

General Insulation & Rubber Corp., 1247 Main St., El Centro, Calif.

Armstrong Cork Co., Lancaster, Penn.

Johns Manville Sales Corp., 22 East 40th St., N. Y.

Johns Manville, Pittsburg, Calif.

C. C. Moore & Co., 420 Mission St., S. F.

J. T. Thorne & Son, Inc., 1351 Ocean Ave., Emeryville, Cal.

H. A. Carpenter, 907 Front St., Sacramento, Calif.

Phillip Care Mfg. Co., c/o Gen. Acc. Fire & Life Assur. Co., Pacific
Mutual Bldg., S. F.

Pillsbury, Madison & Sutro, 225 Bush St., S. F.

Madsell, Hurman & Bishop, 405 Mont. Emery St., S. F.

Aetna Ins. Co., 220 Mont. Emery St., S. F.

State Fund, Personal Service

Industrial Indem. Co., 350 Sansome St., S. F.

Industrial Indem. Exchange, 185 Sansome St., S. F.

Pacific Indemnity Co., 114 Sansome St., S. F.

Liberty Mutual Ins. Co., 216 Pine St., S. F.

Employers Mutual Liab. Ins. Co., of Wis., 114 Sansome St., S. F.

Travelers Ins. Co., 315 Mont. Emery St., S. F.

Standard Accident Ins. Co., 417 Montgomery St., S. F.

Pacific Emp. Ins. Co., 308 Mont. Emery St., S. F.

Pacific Employers Ins. Co., 3770 Piedmont Ave., Oakland

General Accident, Fire & Life Assurance Corp., Pacific Mutual Bldg.,
San Francisco

Keith, Creede & Sedgwick, 100 Bush St., S. F.

Leonard, Hanna & Cronky, 100 Bush St., S. F.

Henry G. Sanford, 714 Hobart Bldg., S. F.

Mullen & Filippi, 315 Montgomery St., S. F.



V. L. P. SHRIVER AGENCY, General Agent

1801 UNION BANK BLDG.

PITTSBURGH 22, PENNSYLVANIA

Phone Grant 1-7300

September 19, 1956

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Pennsylvania

Dear Mr. Schiedt:

Re: 960 728 796 D/a - 9/10/56
Armstrong Cork Co.
✓ John E. Swartout

Thank you very much for your letter of
September 18th, with enclosures.

We have referred the entire matter to
the San Francisco Claims Office of the Standard
Accident Insurance Company.

Very truly yours,

V. L. P. SHRIVER AGENCY


D. B. Edgar

DBE:map

September 18, 1956

Mr. D. B. Edgar
V. L. P. Shriver Agency
1931 Union Bank Building
Pittsburgh 22, Pa.

Dear Dave:

Subject: John E. Swartout
Workmen's Compensation Claim
Res 96-C 723 736

As requested in your letter of September 10, we enclose two letters signed by the individual in charge of our payroll records. The first letter covers the years 1949 and 1951 when Standard Accident Insurance Company was Armstrong's insurance carrier, and the second letter covers the years 1954 and 1955 when Armstrong was insured with Travelers.

Mr. Swartout worked for Armstrong during 1949 at the Carnation Company, Stockton, California. Both magnesia and cork covering were used on this job. In 1951, he worked at the Contra Costa Steam Plant at Antioch, California, which was operated by the Pacific Gas and Electric Company of San Francisco, California. Magnesia pipe covering was used principally on this job.

Mr. Swartout's employment in 1954 and 1955 occurred at the Bethlehem Shipyards, 20th and Illinois Streets, San Francisco, California, which were operated by the Bethlehem Pacific Coast Steel Corporation, San Francisco, California. Magnesia pipe and block insulation, corkboard and cork pipe insulation were used on this job. Incidentally, this contract covered five hulls which had never been commissioned and the work, therefore, according to our interpretation, would not come under the jurisdiction of the Longshoremen's and Harbor Workers' Compensation Act.

Apparently Judson Fleming, 176 Elm Street, San Bruno, California, is the only one still in our employ who worked with Swartout. In addition, Mr. J. S. Taylor, Manager of our San Francisco Office, could supply any additional details regarding working conditions, etc.

Since the law firm of Leonard, Hanna & Brophy is handling the defense for both Standard and Travelers, we assume the two enclosed wage statements on our letterhead would suffice.

Sincerely yours,

R. C. Schiedt, Jr.
Insurance Department

SSD
Enclosures

P. S. - We are returning all of Mr. Platt's correspondence

September 18, 1956

Mr. J. E. Farnon
Alexander & Alexander, Inc.
2225 North Charles Street
Baltimore 18, Maryland

Dear Jim:

Subject: John E. Swartout
Travelers' Claim #B-7814289

We believe the enclosed correspondence is self-explanatory. However, if you have any questions, let us know.

Sincerely yours,

R. C. Schiedt, Jr.
Insurance Department

SSD

Enclosures

September 18, 1956

Standard Accident Insurance Co.
417 Montgomery Street
San Francisco 4, California

Gentlemen:

Our payroll records disclose the following employment of John E. Swartout in California by Armstrong Cork Company.

<u>Week</u>	<u>No. of Hours</u>	<u>Wages</u>
Feb. 28 to March 6, 1949	8	\$ 17.28
March 7 to 13, 1949	16	34.56
March 14 to 20, 1949	40	86.40
March 21 to 27, 1949	40	86.40
May 2 to 8, 1949	40	86.40
May 9 to 15, 1949	24	51.84
May 16 to 22, 1949	24	51.84
May 23 to June 3, 1951	16	41.28
June 4 to 10, 1951	40	103.20
June 11 to 17, 1951	16	41.28

Very truly yours,

ARMSTRONG CORK COMPANY

G. R. Helm
Payroll Supervisor

SED

V. L. P. Shriver Agency
1801 Union Bank Building
Pittsburgh 22, Pa.

September 18, 1955

Travelers Insurance Company
315 Montgomery Street
San Francisco 4, California

Gentlemen:

Our payroll records disclose the following employment of John E. Svartout in California by Armstrong Cork Company.

<u>Week</u>	<u>No. of Hours</u>		<u>Wages</u>
	<u>SI</u>	<u>OT</u>	
Dec. 27, 1954 to Jan. 2, 1955	40	16	\$226.80
Jan. 3 to 9, 1955	40	24	277.30
Jan. 10 to 16, 1955	4	-	12.60

Very truly yours,

ARMSTRONG CORK COMPANY

G. R. Halm
Payroll Supervisor

BSD

1947 S.F.
John 1950 Pittsburgh

1947-8/1 SF + Alaska
1954 Richmond

John E.
Stewart
California

Put earnings cards
and give to Schmitt
for his use.

270559
15 ships

Pacific
Steel Corp. San Fran. Calif
Wagoner Pipe Line
Wash. Co. & Fin.

Pacific
Shipyard
20th & Mission St.

Wagoner Pipe Line
Wash. Co. & Fin.

San Fran. Calif. Corp. Pipe Line

Wagoner Pipe Line
Wash. Co. & Fin.
L. S. Wagoner
not of Wagoner
any more
Wagoner

Wagoner

40207

Wagoner
Stockton, Calif

Wagoner
Wagoner Pipe Line

270559

over

Witnessed by the witnesses
in charge of the property records

California Land Grant in 1871
Tobler
" " 1871

Shops

Measure & address of every individual
as soon as possible. In writing in
regard to military conditions



V. L. P. SHRIVER AGENCY, General Agent

1801 UNION BANK BLDG.

PITTSBURGH 22, PENNSYLVANIA

Phone Grant 1-7800

September 10, 1956

Mr. R. C. Schiedt, Jr.
Insurance Department
Armstrong Cork Company
Lancaster, Penna.

Dear Dick:

Re: - 96-C 728 796
Armstrong Cork Co.
John E. Swartout

We are enclosing copy of letter dated September 5, 1956 which we received from the Standard Accident Insurance Company's San Francisco, California Claims office, together with the correspondence mentioned therein.

You will note that our Attorneys need a wage statement on a letterhead of the Armstrong Cork Company; signed by the individual in charge of the payroll records from which the data is taken. Also that this wage statement should cover only the California employment in 1949 and the nine days worked in California in 1951. The Alaska employment should not be included.

It would be appreciated if you could furnish the information as set forth in the postscript of the Standard Accident Insurance Company's letter dated September 5, 1956.

With your reply, would you kindly return the enclosed correspondence, and thanking you, we are

Very truly yours,

V. L. P. SHRIVER AGENCY

Dave

D. B. Edgar

encls.

COPY FILED - ARMSTRONG CORK CO

C
O
P
Y

STANDARD ACCIDENT INSURANCE COMPANY

San Francisco Branch Office
417 Montgomery St.
San Francisco, 4, California

Phone EXbrook 2-6036

September 5, 1956

V. L. P. Shriver Agency
1801 Union Bank Building
Pittsburgh 22, Pennsylvania

Re: 96-C 728 796
Armstrong Cork Co.
John E. Swartout

Gentlemen:

We duly received and thank you for your letter of August 14, 1956.

We now inclose herewith the original of our attorney's letter to us of September 4, 1956, our letter to them of August 23, 1956, the original of the wage statement in question and a copy of their report of the hearing.

Will you please note specifically from our attorney's letter of September 4, 1956, that they need a wage statement on the letterhead of Armstrong Cork Co. and that it must be signed by the individual in charge of the payroll records from which the data is taken and they also wish the report to cover only the California employment in 1949 and the nine days worked in California in 1951 and should not include any part of the Alaska employment.

We would greatly appreciate it if you would obtain this requested information from our assured and forward it to us and at the same time return to us the papers attached to this letter.

Very truly yours,

132

(sgd) L. W. Platt
Manager, Claim Department

P.S.:-- Will you please call to the assured's attention Page 3 of our attorney's Hearing Report and near the bottom of the page where they refer to Standard Accident Insurance Co. and ask that they find out the names and addresses of any

Page 2

witnesses that are now available who could testify with regard to working conditions. Note that the information should cover all factors as to dust exposure on that job, such as whether the work was done in the open or in confined areas, whether the materials used were asbestos, fiber glass, cork, or other materials, whether masks were worn, and everything else that bears upon the extent and severity of the exposure to dust. Would you please urge the assured to give us all possible information in that regard. We also note from the wage statement that Mr. Swartout worked for the assured nine days in California during 1951 in the month of June. Can the assured please tell us on what job he worked in California at that time and the same information re working conditions.

(sgd) L. W. Platt