LAW OFFICES OF
PILLSBURY, MADISON & SUTRO
STANDARD OIL BUILDING
SAN FRANCISCO 4

December 11, 1952.

Air Mail

Johns-Manville Products Corporation v. Mrs. Dora Leahy, et al. - Claim No. SF 52 139-103

Herbert Morton Ball, Esq.,
22 East 40th Street,
New York 16, N.Y.

Dear Sir:

A further hearing was held before Referee Connolly on December 4, 1952, at San Francisco, California.

Employee Harry Preston testified as to operations and working conditions at the Redwood City plant and Mr. Leahy's activities since 1918.

Sydney J. Shipman, M.D., one of the leading lung specialists in this area, testified on behalf of the insurance companies that it was his opinion, based upon the medical evidence in this case, that death was due solely to carcinoma.

George H. Houck, M.D., testified on behalf of Mrs. Leahy to the effect that death was caused by the combination of pulmonary fibrosis and bronchogenic carcinoma. Dr. Houck also stated that in his opinion there is greater incidence of carcinoma in cases where patients have long-standing pulmonary fibrosis than is otherwise true. His opinion was based in part on a study published by Lynch & Cannon in 1947, which deals with forty cases where patients died and asbestosis was

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present.

Employers' Liability Assurance Co., Ltd. would not admit coverage of the Redwood City plant for the year 1935. We have before the referee the fact that this carrier admits that it issued a policy to Johns-Manville numbered WC-107283 for the year in question, although the carrier's records do not show whether the Redwood City plant was included in the coverage of this policy. We also informed the referee that the California Inspection Rating Bureau's records show that the Redwood City plant was covered that year by that insurance company. The referee stated that in spite of this showing, unless the carrier will admit coverage, Johns-Manville will have to produce the policy or he will be unable to find in our favor on this issue. Neither party has been able to locate this policy or a copy thereof.

At the conclusion of the hearing, the matter was submitted for decision with the understanding that if some agreement can be reached as to insurance coverage for 1935, it will be included in the record.

Employer's Liability Assurance Co., Ltd. has been searching for records which might show that it covered the plant for 1935. In this connection, certain correspondence has been furnished to us and for your file we are enclosing copies of a letter from O. S. Keith to us dated October 16, 1952, two interoffice memoranda of the Employers' group dated October 7, 1952, and October 10, 1952, and a letter from Mr. Keith to the referee dated December 8, 1952.

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You will note Mr. Keith's statement in the letter of December 8, 1952, that the coverage by Employers' Liability Assurance Co., Ltd., which was admitted for the period from January 1, 1936,to December 31, 1942, under policy numbered WC-673627, excluded medical treatment. Mr. Keith's information in this regard is correct and we shall so stipulate for the record.

We shall, of course, advise you of all future developments.

Very truly yours,

PILLSBURY, MADISON & SUTRO,

By

Lloyd A. Carlson

Encs.

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