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Supreme Court of Appeals
Richmond, Va.

210 VA 289

Record No. 7023

In the Supreme Court of Appeals of Virginia at Richmond

HAWKEYE-SECURITY INSURANCE COMPANY

v.

ROBERT McDANIEL, ET AL.

FROM THE INDUSTRIAL COMMISSION OF VIRGINIA

RULE 5:12—BRIEFS

§5. Number of Copies. Twenty-five copies of each brief shall be filed with the clerk of this Court and three copies shall be mailed or delivered by counsel to each other counsel as defined in Rule 1:13 on or before the day on which the brief is filed.

§6. Size and Type. Briefs shall be nine inches in length and six inches in width, so as to conform in dimensions to the printed record, and shall be printed in type not less in size, as to height and width, than the type in which the record is printed. The record number of the case and the names and addresses of counsel submitting the brief shall be printed on the front cover.

HOWARD G. TURNER, Clerk.

Court opens at 9:30 a.m.; Adjourns at 1:00 p.m.

IN THE

Supreme Court of Appeals of Virginia

AT RICHMOND

Record No. 7023

VIRGINIA:

In the Supreme Court of Appeals held at the City Hall in the City of Staunton on Friday the 6th day of September, 1968.

HAWKEYE-SECURITY INSURANCE COMPANY,
Appellant,

against

ROBERT McDANIEL AND BITUMINOUS CASUALTY CORPORATION,
Appellees.

From the Industrial Commission of Virginia

Upon the petition of Hawkeye-Security Insurance Company an appeal and *supersedeas* is awarded it from an award entered by the Industrial Commission of Virginia on the 26th day of March, 1968, in a certain proceeding then therein depending, wherein Robert McDaniel was claimant and Jack Folker (Site Engineering and Construction Corporation) and others were defendants; upon the petitioner, or some one for it, entering into bond with sufficient security before the secretary of the said Industrial Commission in the penalty of $20,000, with condition as the law directs.

RECORD

* * * * *

page 2 } COMMONWEALTH OF VIRGINIA

DEPARTMENT OF WORKMEN'S COMPENSATION
INDUSTRIAL COMMISSION OF VIRGINIA

Richmond

Case of.....
Claim No.....

EMPLOYER'S FIRST REPORT OF ACCIDENT
(Every question must be answered)

1. Name of Employer Jack Folker
2. Office address: No. and St. Box 4455 City or Town Falls Church State Va.
3. Insured by: Name of Company Hawkeye Security Ins. Co.
4. Give nature of business (or article manufactured) Contractor, Construction (Concrete)
5. (a) Location of plant or place where accident occurred Mantua Sub. Div. Fairfax Co. Va. Department..... State if employer's premises No

(b) If injured in a mine, did accident occur on surface, underground, shaft or mill.....

6. (a) Date of Injury 7-12 1963 Day of week..... Hour of day.....A. M. .....4 P. M.

(b) Was injured paid in full for day he was injured? yes

7. Date incapacity began 9-18-63 19..... A. M..... P. M.
8. Was injured paid in full for day incapacity began? .....yes.....
9. When did you or foreman first know of injury?..... 7-12-63
10. Name of foreman—Jack Folker.....
11. Name of Injured.....Robert McDaniel.....
12. Address: No. and St.....Arcola, Virginia.....City or Town .....State.....
13. Check ( ) Married.....x....., Single....., Widowed....., Widower....., Divorced.....; Male.....x....., Female.....; White.....x....., Colored.....
14. Nationality.....American.....Speak English.....yes.....

15. Age.....Did you have on file employment certificate or permit?.....

16. (a) Occupation when injured.....cement finisher.....(b) Was this his or her regular occupation?.....yes.....

(If not state in what department or branch of work regularly employed).....

17. (a) How long employed by you?.....6 mos.....(b) Piece or time worker.....(c) Wages per hour $.....2.75.....

18. (a) No hours worked per day.....8.....(b) Wages per day $.....22.00.....

(c) No. days worked per week.....5.....(d) Average weekly earnings $.....110.00.....

(e) If board, lodging, fuel or other advantages were furnished in addition to wages, give estimated value per day, week or month.....

19. Machine, tool or thing causing injury.....cement burn.....

20. Kind of power, (hand, foot, electrical, steam, etc.).....21. Part of machine on which accident occurred.....

22. (a) Was safety appliance or regulation provided?.....(b) Was it in use at time?.....

23. Was accident caused by injured's failure to use or oberve safety appliance or regulation?.....no.....

24. Describe fully how accident occurred, and state what employee was doing when injured.....Wet concrete got in boots and caused skin burns. Also burns on hands.....

25. Name and address of witness.....Jack Folker, 1205 Radnor place, Falls Church, Va.....

26. Nature and location of injury (describe fully exact location of amputation or fractures, right or left).....Sores on feet and hands.....

27. Probable length of disability.....2 weeks.....28. Has injured returned to work?.....

If so, date and hour.....At what wage $.....

29. At was occupation?.....same.....

30. (a) Name and address of physician.....Dr. Vilalonga

(b) Name and address of hospital.....Falls Church Med. Ctr. Falls Church, Va.....

31. Has injured died?.....no.....If so, give date of death.....

Date of this report.....Firm name.....Jack Folker.....Signed by .....Official Title.....Owner.....

Form No. 3—

#918-905

page 3 }

ROBERT W. WASH, JR., M.D.
Rt. 3, Box 77
Mineral, Virginia 23117

Telephone: 894-3751
August 4, 1967

Re: Robert McDaniel vs
Jack Folker
Inj: 7/12/63

Mr. H. B. Brown
Bituminous Casualty Corporation
2317 Westwood Avenue
Richmond, Virginia

Dear Mr. Brown:

This letter is in reply to your phone call this morning.

I first saw Mr. McDaniel in relation to the above mentioned injury on January 16, 1964. At that time he had a severe eczematoid dermatitis of both hands, both arms, both legs and the face. He gave a history of having gotten concrete in his boot on July 12, 1963, and having had a severe reaction to this, and said that he had continued to have trouble with his skin since that time. He told me that he had been treated by various other doctors and had been hospitalized at University of Virginia Hospital with temporary relief, but that nothing seemed to help him permanently.

Since January 16, 1964, I have continued to see him at irregular intervals, and have been treating him with cortisone by injection and by mouth. This is not a cure in any sense; it only keeps him fairly comfortable and able to work most of the time. He is extremely allergic to concrete, and breaks out whenever he has to handle freshly mixed concrete or even when he gets the dust on his skin.

It is my belief that he has a permanent disability in the form of severe allergy to concrete as a result of his accident of July 12, 1963.

Your very truly,

Robert W. Wash, Jr., M.D.

RWWjr:kl

Received Bituminous Casualty Corp. Richmond, Va. Aug 7 1967

page 4 } ROBERT W. WASH, JR., M.D.
Rt. 3, Box 77
Mineral, Virginia 23117

Telephone: 894-3751
Sept. 8, 1967

Re: Robert W. McDaniel
Route 4
Louisa, Virginia

Mr. W. W. Whitlock
Mineral, Virginia

Dear Mr. Whitlock:

I have been treating Mr. McDaniel for a severe contact dermatitis, due to allergy to cement and concrete products, since Jan. 16, 1964. The original injury was incurred July 12, 1963, when he got hot concrete in his boot, and developed a firey red, maculo-vesicular rash which was severe enough to put him in the hospital for almost a month. He was hospitalized at University of Virginia Hospital in Charlottesville.

He has been treated continuously since then because of a severe eczematoid dermatitis of his legs and arms, and to a lesser degree, of his face. I have tried various agents, but the only way I have been able to control the erruption fairly well has been by giving cortisone compounds both by periodic injection and regular maintenance doses by mouth, and on occasion, topical applications of cortisone.

This has maintained him most of the time until he has further contact with cement or concrete, and then he has flare-ups which are severe enough to prevent his working at all. He had to lay off from work on several occasions up until Sept. 12, 1966, during which times he was paid for temporary disability.

He has attempted to work since then, but has had to quit work from October 4-17, 1966, Feb. 7-27, 1967, and has only been able to work three days, June 1, 2, and 5, since April 26, 1967 because of a worsening of his skin condition. He has remained under continuous treatment during the time.

This condition has existed since the original injury with little real improvement, only control with treatment, and medication does not control the condition if he comes
page 5 } into contact with concrete or cement. He apparently has a permanent skin condition which will require constant and continuing treatment with cortisone. The

skin of both feet, both ankles and lower legs, and to a somewhat lesser extent, that of his wrists, arms and face remains reddened, scaly and pruritic. On exposure to concrete or cement, his skin becomes fiery red, blisters, and finally peels; it has been pruritic at times so that he scratches it in his sleep enough to make it bleed.

It is my opinion that Mr. McDaniel has total permanent disability of both hands, both arms, and both legs below the knees, caused by an eczematoid contact dermatitis which resulted from his injury of July 12, 1963. The only way this disability can be curtailed or remedied is for Mr. McDaniel to take cortisone by mouth and by injection and not to come into contact with concrete or cement. If he receives this treatment, and does not come into contact with concrete or cement, then I feel that he has about 50% disability of both arms, both feet, and both legs resulting from his dermatitis because eczematoid dermatitis causes unsightly conditions, whereby he would be uncomfortable in the presence of other, and others would not want to be in his presence. He also is developing some eye changes either from the skin condition or the treatment. Cortisone given over long periods of time occasionally produces posterior sub capsular cataracts.

I do not believe the cortisone can ever be discontinued without affecting adversely the skin condition. The cost of maintaining this treatment has been averaging $25.00 to $30.00 per month, and the dose may have to be increased in the future to maintain control. As with any potent drug, side effects may make periodic adjustments of dose or changes in medication necessary. I do not feel that the treatment will affect Mr. McDaniel's life expectancy, but it is possible that cortisone may affect his future ability to work.

Yours very truly,

Robert W. Wash, Jr., M.D.

page 6 } Mr. Robert W. McDaniel, Route 4, Louisa, Virginia

ROBERT W. WASH, JR., M.D.
Rt. 3, Box 77
Mineral, Virginia

Telephone: 894-3751

10/26/64	Office call, cortisone injection, 1 oz. Taloin	$5.00
10/29/64	Office call, cortisone injection	4.00

11/ 5/64	Office call, cortisone injection	4.00
11/ 5/64	30 cortisone tablets	3.50
11/13/64	Office call, cortisone injection 2 oz. Taloin	6.00
11/16/64	Office call, cortisone injection	4.00
11/19/64	Office call, cortisone injection	4.00
11/28/64	Office call, cortisone injection 30 tablets	7.50
12/ 4/64	Office call, cortisone injection	7.00
12/ 9/64	Office call, cortisone injection 2 oz. Taloin	9.00
12/21/64	Office call, cortisone injection 24 Secobarital	8.25
12/28/64	Office call, cortisone injection	10.50
1/ 2/65	Office call, cortisone injection	7.00
1/12/65	Office call, cortisone injection 1 oz. Taloin oint.	8.00
1/21/65	Office call, cortisone injection	7.00
1/30/65	Office call, cortisone injection	7.00
2/ 6/65	Office call, cortisone injection 30 tablets, 1 oz. Taloin oint.	11.50
2/15/65	Office call, cortisone injection	7.00
2/27/65	Office call, cortisone injection	7.00
3/ 8/65	Office call, cortisone injection	7.00
3/13/65	Office call, cortisone injection, 30 tablets	11.50
3/20/65	Office call, cortisone injection	7.00
3/27/65	Office call, cortisone injection 10 Temaril spans.	8.00
3/30/65	Office call, cortisone injection 30 tablets	10.50
4/ 3/65	Office call, cortisone injection 20 Temaril spans.	8.55
4/ 6/65	Office call, cortisone injection	7.00
4/12/65	Office call, cortisone injection	7.00
4/17/65	Office call, cortisone injection NeoMedrol oint.	8.60
4/19/65	Office call, cortisone injection	7.00
4/22/65	Office call, cortisone injection Neo Medrol oint.	8.60
4/26/65	Office call, cortisone injection 30 tablets	10.50
5/ 1/65	Office call, cortisone injection NeoMedron oint	8.60
5/ 8/65	Office call, cortisone injection	7.00
5/15/65	Office call, cortisone injection 30 tablets, Neo Medrol oint.	12.10
5/22/65	Office call, cortisone injection, NeoMedrol oint	8.60
5/29/65	Office call, cortisone injection	7.00
6/ 5/65	Office call, cortisone injection 30 tablets	10.50
6/ 7/65	Office call, cortisone injection	7.00
6/12/65	Office call, cortisone injection 30 tablets	10.50
6/19/65	Office call, cortisone injection	7.00
7/ 1/65	Office call, cortisone injection 30 tablets Neo Medrol oint.	12.10
7/ 3/65	Office call, cortisone injection	7.00
7/ 6/65	Office call, cortisone injection	7.00
7/ 8/65	Office call, cortisone injection	7.00
7/13/65	Office call, cortisone injection	7.00

7/17/65	Office call, cortisone injection	7.00
7/22/65	Office call, cortisone injection	7.00
7/26/65	Office call, cortisone injection	7.00
7/30/65	Office call, cortisone injection 30 tablets	10.50
8/ 3/65	Office call, cortisone injection	7.00
8/ 7/65	Office call, cortisone injection	7.00
8/13/65	Office call, cortisone injection	7.00

page 7 } ROBERT W. WASH, JR., M.D.
Rt. 3, Box 77
Mineral, Virginia 23117

Telephone: 894-3751

Mr. Robert W. McDaniel, Route 4, Louisa, Virginia

1/16/64	Office call, cortisone injection, 24 cortisone tablets, 8 oz. lotion	$8.00
1/20/64	Office call, cortisone injection, 8 oz. lotion	5.50
1/23/64	Office call, cortisone injection	4.00
1/31/64	Office call, cortisone injection 30 cortisone tablets	7.00
2/ 4/64	Office call, cortisone injection, 8 oz. lotion	5.50
2/10/64	Office call, cortisone injection 30 cortisone tablets	7.00
2/15/64	Office call, cortisone injection	4.00
2/18/64	Office call, cortisone injection	4.00
2/22/64	Office call, cortisone injection	4.00
2/29/64	Office call, cortisone injection, 24 cortisone tablets	6.50
3/14/64	Office call, cortisone injection 24 cortisone tablets	6.50
3/21/64	Office call, cortisone injection	4.00
3/28/64	Office call, cortisone injection	4.00
4/ 4/64	Office call, cortisone injection, 22 tablets	6.25
4/11/64	Office call, cortisone injection	4.00
4/23/64	Office call, cortisone injection	4.00
4/27/64	Office call, cortisone injection	4.00
5/ 2/64	Office call, cortisone injection	4.00
5/ 5/64	Office call, cortisone injection	4.00
5/ 9/64	Office call, cortisone injection, 4 oz. lotion	5.00
5/16/64	Office call, cortisone injection, 30 tablets	7.50
5/30/64	Office call, cortisone injection, 30 tablets	7.50
6/ 2/64	Office call, Cortisone injection	4.00
6/ 5/64	Office call, cortisone injection, 1 oz. Taloin	5.00
6/ 9/64	Office call, cortisone injection	4.00

6/12/64	Office call, cortisone injection	4.00
6/15/64	Office call, cortisone injection, 30 tablets	7.50
6/19/64	Office call, cortisone injection	4.00
6/27/64	Office call, cortisone injection, 30 tablets	7.50
7/ 4/64	Office call, cortisone injection	4.00
7/16/64	Office call, cortisone injection, 30 tablets, 2 oz. Taloin	9.50
7/18/64	Office call, cortisone injection	4.00
7/24/64	Office call, cortisone injection	4.00
7/25/64	Office call, cortisone injection	4.00
7/27/64	Office call, cortisone injection	4.00
7/31/64	Office call, cortisone injection	4.00
8/ 4/64	Office call, cortisone injection, 30 tablets	7.50
8/ 7/64	Office call, cortisone injection	4.00
8/14/64	Office call, cortisone injection	4.00
8/22/64	Office call, cortisone injection	4.00
8/29/64	Office call, cortisone injection, 30 tablets	7.50
9/ 7/64	Office call, cortisone injection	4.00
9/24/64	Office call, cortisone injection, 30 tablets, 2 oz. Taloin	9.50
10/ 5/64	Office call, cortisone injection, Teldrin spans.	5.75
10/13/64	Office call, cortisone injection, 30 tablets	7.50
	10/16/64 Office call, *cortison* injection	4.00

page 8 } Mr. Robert W. McDaniel, Route 4, Louisa, Virginia

ROBERT W. WASH, JR., M.D.
Rt. 3, Box 77
Mineral, Virginia 23117

Telephone: 894-3751

8/20/65	Office call, cortisone injection, 30 tablets	$10.50
8/24/65	Office call, *cortison* injection	7.00
8/28/65	Office call, cortisone injection	7.00
9/ 6/65	Office call, cortisone injection 30 tablets	10.50
9/11/65	Office call, cortisone injection	7.00
9/18/65	Office call, cortisone injection 30 tablets	10.50
10/ 2/65	Office call, cortisone injection	7.00
10/ 9/65	Office call, cortisone injection 30 tablets	10.50
10/16/65	Office call, cortisone injection 30 tablets	10.50
10/19/65	Office call, cortisone injection	7.00
10/23/65	Office call, cortisone injection	7.00
10/30/65	Office call, cortisone injection	7.00
11/13/65	Office call, cortisone injection 30 tablets	10.50
11/18/65	Office call, cortisone injection	7.00

11/23/65	Office call, cortisone injection 30 tablets	10.50
11/26/65	Office call, Left elbow aspirated, *cortison* instilled	10.00
12/10/65	Office call, cortisone injection, 30 tablets	10.50
12/24/65	Office call, cortisone injection 30 tablets	10.50
12/27/65	Office call, cortisone injection	7.00
12/30/65	Office call, cortisone injection	7.00
1/ 3/66	Office call, cortisone injection	7.00
1/ 6/67	Office call, cortisone injection	7.00
1/10/66	Office call, cortisone injection	7.00
1/13/66	Office call, cortisone injection 30 tablets	10.50
1/15/66	Office call, cortisone injection	7.00
1/17/66	Office call, cortisone injection	7.00
2/ 4/66	Office call, cortisone injection 30 tablets	10.50
2/17/66	Office call, cortisone injection	7.00
2/21/66	Office call, cortisone injection	7.00
2/26/67	Office call, cortisone injection 30 tablets	10.50
3/ 1/67	Office call, cortisone injection	7.00
3/11/66	Office call, cortisone injection 30 tablets	10.50
3/26/66	Office call, cortisone injection 30 tablets	10.50
4/16/66	Office call, cortisone injection 30 tablets	10.50
4/29/66	Office call, cortisone injection 30 tablets	10.50
5/14/66	Office call, cortisone injection 30 tablets	10.50
5/21/66	Office call, cortisone injection	7.00
5/28/66	Office call, cortisone injection 30 tablets	10.50
6/ 4/66	Office call, cortisone injection 30 tablets	10.50
6/18/66	Office call, cortisone injection 30 tablets	10.50
6/28/66	Office call, cortisone injection NeoMedrol oint.	8.65
7/ 2/66	Office call, cortisone injection 30 tablets	10.50
7/ 5/66	Office call, cortisone injection	7.00
7/ 8/66	Office call, cortisone injection	7.00
7/16/66	Office call, cortisone injection 30 tablets	10.50
7/23/66	Office call, cortisone injection 30 tablets	10.50
7/31/66	Office call, cortisone injection 30 tablets 60 gms. Cordran, half strength	15.00
8/ 6/66	Office call, cortisone injection	7.00
8/13/66	Office call, cortisone injection NeoMedrol oint.	12.15
8/25/66	Office call, cortisone injection 30 tablets	10.50
8/27/66	Office call, cortisone injection	7.00
9/ 1/66	Office call, cortisone injection	7.00
9/6/66	Office call, cortisone injection 30 tablets	10.50

page 9 } Mr. Robert W. McDaniel,Route 4, Louisa, Virginia

ROBERT W. WASH, JR., M.D.
Rt. 3, Box 77
Mineral, Virginia 23117

Telephone: 894-3751

9/10/66	Office call, cortisone injection	$7.00
9/24/66	Office call, cortisone injection 30 tablets	10.50
10/22/66	Office call, cortisone injection 30 tablets	10.50
11/ 5/66	Office call, cortisone injection 30 tablets	10.50
11/12/66	Office call, cortisone injection	7.00
11/21/66	Office call, cortisone injection 30 tablets	10.50
11/25/66	Office call, cortisone injection	7.00
12/ 2/66	Office call, cortisone injection 30 tablets	10.50
12/27/66	Office call, cortisone injection	7.00
12/31/66	Office call, cortisone injection 30 tablets	10.50
1/ 3/67	Office call, cortisone injection	7.00
1/14/67	Office call, cortisone injection 30 tablets	10.50
1/21/67	Office call, cortisone injection	7.00
1/28/67	Office call, cortisone injection 30 tablets	10.50
2/ 4/67	Office call, cortisone injection	7.00
2/ 9/67	Office call, cortisone injection 30 tablets	10.50
2/13/67	Office call, cortisone injection	7.00
2/18/67	Office call, cortisone injection 60 gms. Cordran	11.50
2/23/67	Office call, cortisone injection 30 tablets	10.50
2/25/67	Office call, cortisone injection	7.00
3/11/67	Office call, cortisone injection 30 tablets	10.50
3/18/67	Office call, cortisone injection	7.00
3/25/67	Office call, cortisone injection 30 tablets	10.59
4/ 8/67	Office call, cortisone injection 30 tablets	10.50
4/22/67	Office call, cortisone injection 30 tablets	10.50
4/27/67	Office call, cortisone injection	7.00
4/29/67	Office call, cortisone injection	7.00
5/ 5/67	Office call, cortisone injection	7.00
5/16/67	Office call, cortisone injection	7.00
5/30/67	Office call, cortisone injection	7.00
6/ 3/67	Office call, cortisone injection	7.00
6/10/67	Office call, cortisone injection	7.00
6/19/67	Office call, cortisone injection 30 tablets	10.50
6/30/67	Office call, cortisone injection	7.00
8/ 4/67	Office call, cortisone injection 30 tablets	10.50
8/ 8/67	Office call, cortisone injection	7.00
8/14/67	Office call, cortisone injection 30 tablets	10.50
8/18/67	Office call, cortisone injection	7.00

8/21/67	Office call, cortisone injection	7.00
8/28/67	Office call, cortisone injection 30 tablets	10.50

Where "tablets" were given, they were 5 mgms predmisone, a form of cortisone, unless the name was specified.

page 10 } Received Sep. 19, 1963, Washington, D. C.

Commonwealth of Virginia
Department of Workmen's Compensation

INDUSTRIAL COMMISSION OF VIRGINIA

Richmond

M. E. Nuckols, Jr., Commissioner
J. G. Crenshaw, Commissioner
M. E. Evans, Commissioner

W. F. Bursey, Secretary

Case of.....
Claim No.....

EMPLOYER'S FIRST REPORT OF ACCIDENT
(Every question must be answered)

Employer

1. Name of Employer.....Jack Folker.
2. Office address: No. and St.....P. O. Box 4455.....City or Town.....Falls Church.....State.....Va.
3. Insured by: Name of Company.....Hawkeye-Security Insurance Company.
4. Give nature of business (or article manufactured).....Contractor, Construction (Concrete).

Time and Place

5. (a) Location of plant or place where accident occurred .....Mantua S/D, Fairfax County, Va.....Department.....State if employer's premises.....

(b) If injured in a mine, did accident occur on surface, underground, shaft, drift or mill.....

6. (a) Date of Injury.....7/12/63.....Day of week..... Hour of day..... A.M.....4 P.M.

(b) Was injured paid in full for day he was injured?.....yes.

7. Date incapacity began.....9/18/63..... 19..... A.M..... X P.M.

8. Was injured paid in full for day incapacity began?.....yes.
9. When did you or foreman first know of injury?.....7/12/63 —when it occurred.
10. Name of foreman.....employer—Jack Folker.

Injured Person

11. Name of Injured.....Robert McDaniel.
12. Address: No. and St..... City or Town.....Arcola..... State .....Va.
13. Check (✓) Married.....X....., Single....., Widowed....., Widower....., Divorced.....; Male.....X, Female.....; White.....X, Colored .....
14. Nationality.....American..... Speak English.....yes.
15. Age..... Did you have on file employment certificate or permit?.....
16. (a) Occupation when injured.....cement finisher..... (b) Was this his or her regular occupation?.....yes..... (If not state in what department or branch of work regularly employed).....
17. (a) How long employed by you?.....6 mths..... (b) Piece or time worker..... (c) Wages per hour $.....2.75.
18. (a) No. hours worked per day.....8..... (b) Wages per day $.....22.00.
(c)No. days worked per week.....5..... (d) Average weekly earnings $.....110.00.
(e) If board, lodging, fuel or other advantages were furnished in addition to wages, give estimated value per day, week or month.....n/a.

Cause of Injury

19. Machine, tool or thing causing injury.....cement burns..... 20. Kind of power, (hand, foot, electrical, steam, etc)..... 21. Part of machine on which accident occurred.....
22. (a) Was safety appliances or regulation provided?..... no-wore boots..... (b) Was it in use at time?.....
23. Was accident caused by injured's failure to use or observe safety appliance or regulation?.....no.
24. Describe fully how accident occurred, and state what employee was doing when injured.....Wet concrete got in boots and caused skin burns. Hands also got some burns.
25. Name and address of witness..... employer.....Jack Folker, 1205 Radnor Place, Falls Church, Va.

Nature of Injury

26. Nature and location of injury (describe fully exact location of amputation or fractures, right or left).....sores on feet and hands.

27. Probable length of disability.....2 weeks..... 28. Has injured returned to work?.....disability began 9/18/63..... If so, date and hour..... At what wage $.....

29. At what occupation?.....

30. (a) Name and address of physician.....Dr. Vilalonga—7 Corners Med. Bldg. Falls Church, Va.

(b) Name and address of hospital.....not certain yet—may be for 2 weeks, suggested

Fatal Cases

31. Has injured died?..... If so, give date of death.....

Date of this report.....9/18/63..... Firm name.....Jack Folker.
Signed by.....JACK FOLKER..... Official Title.....Owner.

Form No. 3—

page 11 } UNIVERSITY OF VIRGINIA
HOSPITAL
Charlottesville, Virginia

Department of Dermatology
Edward P. Cawley, M.D.
Peyton E. Weary, M.D.

December 7, 1963

Mr. Henry M. deRegnier
Regional Claims Manager
Hawkeye-Security Insurance Co.
Washington Regional Office
1701 Pennsylvania Ave., N.W.
Washington 6, D. C.

Dear Mr. deRegnier:

I have recently been out of the city at a meeting, hence the delay in replying to your letter of November 27, 1963, about Robert McDaniel, Claim File 9B-5091.

Mr. McDaniel was admitted to the University of Virginia Hospital on the Dermatology Service on October 23, 1963 and released on November 6, 1963. The history in regard to his skin ailment, as best we were able to compile it, is approximately as follows: Mr. McDaniel stated that he was well and had no sort of skin problem until some time in July, 1963 (we were unable to get the exact date, although I note that your letter lists it as July 12, 1963). Mr. McDaniel stated that on

some day around the middle of July, 1963, he was helping to pour cement which he referred to as "hot" while on his job (Mr. McDaniel explained "hot cement" as meaning that the cement had been mixed in the machine for approximately four hours, instead of the usual one-half hour and was "hot" on contact with the skin). Some of this "hot" cement splattered on his hands and caused a burning sensation, and some went inside his boots and "burned" his feet.

Mr. McDaniel states that there was not a First Aid Station on the job, but that approximately two weeks after the accident his supervisor sent him to the hospital in Fairfax, Va. for treatment. *Appaently* he was treated by two physicians in the Fairfax area, but we do not know their names. He also reputedly was hospitalized for treatment of the skin disorder at a hospital in Arlington, Va., but again we do not have the dates, nor do we have the name of the physician who treated him.

Mr. McDaniel presented himself at the Emergency Room of the University of Virginia Hospital on October 15, 1963, and was seen the following day in the Dermatology Clinic. He returned a week later and was admitted to the hospital, as mentioned above.

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At the time of admission to the University of Virginia Hospital on October 23, 1963, Mr. McDaniel had a widespread, pruritic, eczematous eruption which seemed to be worst on his extremities, particularly the legs and feet, but was also present on the trunk. His laboratory studies gave essentially normal results. While in the University of Virginia Hospital, he was treated by means of medicated baths and topical therapy, and at the time of release from the hospital was much improved, but not yet completely well.

On November 2, 1963, Mr. McDaniel was granted permission to leave the hospital overnight and to go to the Washington area, in order to obtain specimens of two types of cement with which he was working at the time of the alleged accident. When he returned, he brought powdered cement which he had scraped off two sites on the bridge where he had been working at the time of the alleged incident. A patch test showed a 1+ to 2+ reaction to one of the two cement specimens.

Although we were not absolutely certain about the final diagnosis, it appeared to us that Mr. McDaniel probably had had a dermatitis caused by the "hot" cement, and had subse-

quently developed a widespread type of absorption reaction. We have not seen Mr. McDaniel since he left the hospital on November 6, 1963.

Sincerely yours,

Edward P. Cawley, M.D.

EPC:mem

Received Dec. 10, 1963, Washington, D. C.

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* * * * *

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Claim No. .....
Case of .....

ATTENDING PHYSICIAN'S REPORT

All questions in this bank should be answered, and the report should contain an account of all injuries, no matter how trivial. Fill out blank in ink using pen or typewriter, and mail promptly to the employer or the Claim Office of the insurance carrier.

1. Name of Injury Person:.....Robert McDaniel.....Age:.....48 Sex:.....Male
2. Address: No. and St.....Route 4.....City or Town.....Louisa .....State.....Va.
3. Name and Address of Employer:..... Jack F. Folker, Gen. Contractor, P. O. Box 4455, Falls Church, Va.
4. Date of Accident.....July 12, 1963.....Hour.....M. Date disability began.....We are uncertain about this.
5. State in patient's own words where and how accident occurred:.....Patient states that he was working with "hot" cement which irritated his hands and got inside his boots, causing a dermatitis.
6. Give accurate description of nature and extent of injury and state your objective findings:.....Widespread pruritic erythematous eczematoid dermatitis.

7. Will the injury result in (a) Permanent defect?.....No..... If so, what?.....(b) Facial or head disfigurement?.....No

(Permanent disability such as loss of whole or parts of fingers, facial or head disfigurement, etc., must be accurately marked on chart on reverse side of this report.)

8. Is accident above referred to the only cause of patient's condition?.....If not, state contributing causes:.....Insofar as we can determine—Yes.

9. Is patient suffering from any disease of the heart, lungs, brain, kidneys, blood, vascular system or any other disabling condition not due to this accident?.....No.....Give particulars.....

10. Has patient any physical impairment due to previous accident or disease?.....No.....Give particulars:.....

11. Has normal recovery been delayed for any reason?.....No .....Give particulars:.....

12. Date of your first treatment:.....Oct. 23, 1963.....Who engaged your services?..... The patient's employer.

13. Describe treatment given by you:.....Internal and external treatment.

14. Were X-Rays taken?.....No.....By whom?.....When?.....

15. X-Ray diagnosis:.....

16. Was patient treated by anyone else?.....Yes.....By whom? .....We do not have this information.....When?.....

17. Was patient hospitalized?.....Yes.....Name and address of hospital:..... University of Va. Hospital, Charlottesville, Va.

18. Date of admission to hospital.....Oct. 23, 1963.....Date of discharge:.....Nov. 6, 1963

19. Is further treatment needed?.....Unknown at present..... For how long?.....

20. Patient was will be able to resume regular work on:.....

21. Patient should be able to resume light work on:..... a month or so after release from the hospital

22. If death ensued give date:.....

Remarks: (Give any information of value not included above).....

I am a duly licensed physician in the State of Virginia.

I was graduated from University of Michigan Medical School in 1940.

I certify that I personally examined and treated the above named patient:.....(Signed).....E. P. Cawley, M.D.

Address.....Dept. of Dermatology, Univ. of Va. Hospital, Charlottesville, Va.....Telephone.....Ext. 2024

Date of this report.....Dec. 7, 1963.....(This report must be signed personally by physician).....

Complete this report immediately after seeing patient for the first time.

Form No. 6—

* * * * *

page 15 }

* * * * *

The use of this form is required under the provisions of the Workmen's Compensation Act.

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

MEMORANDUM OF AGREEMENT AS TO PAYMENT OF COMPENSATION

Robert McDaniel, Employee
Jack Folker, Employer
Hawkeye Security Ins. Co., Insurance Carrier

We, Robert McDaniel, residing at Route 4, Louisa, Virginia and Jack Folker, Box 4455, Falls Church, Virginia have reached an agreement in regard to compensation for the injury sustained by said employee and submit the following statement of facts relative thereto:—

Date of injury.....July 12, 1963.....Date disability began..... Sept. 18, 1963

Nature of injury.....Dermatitis

Place of accident.....Fairfax County, Virginia

Cause of accident.....concrete or cement

Probable length of disability.....9/18/63 to 11/24/63

The terms of this agreement under the above facts are as follows:—

That the said Robert McDaniel shall receive compensation at the rate of $7.00 per week based upon an average weekly wage of $110.00 and that said compensation shall be payable from and including the 18th—25th day of September 1963 until terminated in accordance with the provisions of the Workmen's Compensation Law of the State of Virginia.

Henry M. DeRiguin, Witness
1701 Pa. Ave., Wash., D. C.

Robert McDaniel,
Employee or Dependent
Jack Folker, By Carrier,
Employer
Hawkeye Security Ins. Co., Carrier
By Henry M. DeRiguin
Regional Chain Mgr.

Mary K. Fernald, Witness
1701 Pa. Ave.,
Wash., D. C.

Approved by .....
Date of Approval .....

Date of Agreement 12/10/63

page 16 } The use of this form is required under the provisions of the Workmen's Compensation Act.

Commonwealth of Virginia
Department of Workmen's Compensation

Division of Claims

Industrial Commission of Virginia

Richmond

NOTICE OF AWARD

Claim No. 691-324 (9B-5091)
Case of Robert McDaniel—Accident; 7-12-63—dp

Date.....January 7, 1964

To Mr. Jack Folker, (Employer)
Box 4455
Falls Church, Virginia
and Mr. Robert McDaniel, (Employee)
Route 4
Louisa, Virginia
and Hawkeye Security Insurance Company, (Insurance Carrier)
1701 Pennsylvania Avenue, N.W.
Washington,D. C.

Note: The compensation herein awarded is to be paid by the insurance company or by the employer, if self-insurer. In the event that payment is delayed, the employee is requested to write the insurance company or his employer, before taking it up with the Commission.

Take notice that the Industrial Commission of Virginia has examined the memorandum of agreement described above and

entered into December 10, 1963 for the payment of compensation under the Workmen's Compensation Act, and in accordance with the provisions of said Act has approved the same as follows: $37.00 per week, during incapacity, payable weekly, beginning September 25, 1963.

If any party in interest doubts that the agreement made has been made strictly according to law, he may address the Commission with an inquiry or complaint. It will receive prompt attention.

Yours truly,

Industrial Commission of Virginia
M. E. Evans, Chairman

Attest:

E. M. Scott, Clerk

If incapacity for work (disability) exceeds six (6) weeks, compensation is THEN to be paid for the first seven (7) days and the Commission so advised. Sec. 65-59.

Form No. 9a—12-3-63—30M

page 17 } Form No. 46—4/18/61—25M

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Approved—Award Terminated
Industrial Commission of Virginia
M. E. Evans, Chairman

In the Industrial Commission of Virginia:
Robert McDaniel, Employee
and
Jack Folker, Employer
Claim No. 691-324

AGREED STATEMENT OF FACT

It is mutually agreed between the undersigned as follows:

1. That on the 12 day of July, 1963, Robert McDaniel, employee, sustained compensable injuries while employed by Jack Folker, at an average weekly wage of $110.00.

2. That the said employee (returned to work) on the 25 day of November, 1963, at an average weekly wage of: $110.00;

3. That as the result of the injuries aforesaid the employee has sustained a ..... or ..... (strike out one or both as inapplicable) of the ..... for which compensation is properly allowable within the purview of Section 65-53, Code of 1950, as amended.

4. That said injuries resulting from the (loss of) or (partial loss of use of) the.....none.....became permanent on the.....day of ....., 19.....

Agreed to this 10th day of Dec., 1963.

Mary K. Fernald, Witness — Jack Folker, Employer by: Henry M. De Riguin

Henry M. DeRiguin, Witness — Robert McDaniel, Employee

Total Compensation paid $359.45 at the rate of $37.00 per week from Sept. 18, 1963 to Nov. 25, 1963.

Medical Expense: $863.35.

NOTE: Should further disability, total or partial, other than that heretofore compensated for result from the injury the case may be reopened upon application made to and received by the Industrial Commission within twelve months from the date of the last payment of compensation pursuant to an award under the Workmen's Compensation Act.

This form of agreed statement of fact should be completed in triplicate, the original to be filed with the Commission, a copy retained by the employer and employee.

* * * * *

page 19 } COPY

Robert W. Wash, Jr., M.D.
Route 3 Box 77
Mineral, Virginia
July 11, 1964

To Whom It May Concern:

This is to certify that I saw Mr. Robert McDaniel, Route 4, Louisa, Virginia on the following dates and treated him for a contact dermatitis of an ecyematoid, pruritic nature involving the entire arms and hands extending up to the shoulders and

both legs from the level of the ankles up to his knees. This apparently was produced by working in concrete dust and began about July 12, 1963 following which he was hospitalized at the University of Virginia Hospital, Charlottesville, Virginia.

January 16, 20, 23, 31, 1964
February 4, 10, 15, 18, 22, 29, 1964
March 14, 21, 28, 1964
April 4, 11, 23, 27, 1964
May 2, 5, 9, 16, 30, 1964
June 2, 5, 9, 12, 15, 19, 27, 1964
July 4, 1964

I have been able to almost clear the rash up with steroids several times but it promptly recurs if he works in concrete dust again. The rash became so much worse after returning to work in April that he was unable to work from May 1 until June 22, 1964. Apparently he will be unable to work in concrete from now on without developing a skin eruption.

Sincerely,

Robert W. Wash, Jr., M.D.

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Robert W. Wash, Jr., M.D.
Rte. 3, Box 77
Mineral Virginia 23117

Mr. Robert McDaniel
Rt. 4
Louisa, Va.

FOR PROFESSIONAL SERVICES

Bill previously rendered	$ 79.00
June 27, 1964 office visit	3.00
Injection	4.00
30 Prednisone 5 mg	3.50
July 4, 1964 office visit and Injection	7.00
July 16, 1964 office visit and Injection	7.00
30 Prednisone 5 mg	3.50
2 oz Talvin Ointment	2.00
July 18, 1964 office visit and Injection	7.00
July 21, 1964 office visit and Injection	7.00
July 25, 1964 office visit and Injection	7.00
July 27, 1964 office visit and Injection	7.00
	$137.00

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Robert W. Wash, Jr., M.D.
Rt. 3, Box 77
Mineral, Virginia
Mineral 3751

July 28, 1964

Hawkeye-Security Insurance Company
Washington Regional Office
1701 Pennsylvania Avenue, N.W.
Washington 6, D. C.

Att: Mr. Henry M. de Regnier
regional Claim Mgr.

Re: File 9B-5091

Dear Mr. de Regnier:

In regard to the above claim, I have been seeing Mr. Robert McDaniel, Rt. 4, Louisa, Va., because of a severe contact dermatitis since January 16, 1964. He developed this dermatitis apparently from contact with concrete at work and was hospitalized, at the University of Virginia Hospital, Charlottesville, Va. from Oct. 17-Oct. 30, 1963.

Since then he has had repeated flareups after going back to work with concrete and has lost time from work because of them. He began coming to me last January and turned the receipts for what he paid me to his employer who reimbursed him. Both Mr. McDaniel and I thought his employer was turning the receipts in to the insurance carrier and the file was still open.

He developed a particularly severe flareup after working in concrete the latter part of April, 1964 which kept him from working at all from March 1-June 22, 1964. With steroids the eruption has closed a great deal but not completely yet and I don't believe he will be able to work in concrete again for a long time if ever.

Sincerely,

Robert W. Wash, Jr., M.D.

page 22 } The use of this form is required under the provisions of the Workmen's Compensation Act.

M. E. Nuckols, Jr., Commissioner
J. G. Crenshaw, Commissioner
M. E. Evans, Commissioner
W. F. Bursey, Secretary

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Claim No. 9B-5091
Case of .....

ATTENDING PHYSICIAN'S REPORT

All questions in this blank should be answered, and the report should contain an account of all injuries, no matter how trivial. Fill out blank in ink using pen or typewriter, and mail promptly to the Commission at its Richmond office.

1. Name of Injured Person:.....Robert McDaniel.....Age:..... 49.....Sex:.....Male

2. Address: No. and St.....Rt. 4.....City or Town.....Louisa..... State.....Va.

3. Name and Address of Employer:.....Jack Folker

4. Date of Accident.....July 12, 1963.....Hour.....M. Date disability began.....7/12/63

5. State in patient's own words where and how accident occurred:.....Got concrete in boot while at work & developed blister on side of right foot, over a period of 2-3 days developed blisters all over arms and legs.

6. Give accurate description of nature and extent of injury and state your objective findings:.....Fiery red, pruritic, maculo vesicular rash, over both arms and both legs.

7. Will the injury result in (a) Permanent defect?.....Possibly.....If so, what?.....Sensitivity to concrete.....(b) Facial or head disfigurement?.....No

(Permanent disability such as loss of whole or parts of fingers, facial or head disfigurement, etc., must be accurately marked on chart on reverse side of this report.)

8. Is accident above referred to the only cause of patient's condition?.....Yes.....If not, state contributing causes:.....

9. Is patient suffering from any disease of the heart, lungs, brain, kidneys, blood, vascular system or any other disabling condition not due to this accident?.....No.....Give particulars.....

10. Has patient any physical impairment due to previous accident or disease?.....No.....Give particulars.....

11. Has normal recovery been delayed for any reasons?..... Yes.....Give particulars:.....Employer has put him back to work in concrete several times with exacerbation of rash each time.

12. Date of your first treatment:.....Jan. 16, 1964..... Who engaged your services?.....Employee

13. Describe treatment given by you:.....Examined, given steroids by mouth and by injection, lotions and cremes to use topically

14. Were X-Rays taken?.....No.....By whom?.....When?.....

15. X-Ray diagnosis:.....

16. Was patient treated by anyone else?.....Yes.....By whom? .....Dr. Schwartz, U. Va. Hosp.....When?.....Oct. 1963

17. Was patient hospitalized?.....Yes.....Name and address of hospital:.....University Hosp., Charlottesville, Va.

18. Date of admission to hospital.....Oct. 17, 1963.....Date of discharge:.....Oct. 30, 1963

19. Is further treatment needed?.....Yes.....For how long?..... Indefinitely

20. Patient was able to resume regular work on:.....June 22, 1964 except in concrete

21. Patient was able to resume light work on:.....June 22, 1964 except in concrete

22. If death ensued give date:.....

REMARKS: (Give any information of value not included above).....Patient was unable to work May 1-June 2, 1964

I am a duly licensed physician in the State of Virginia.

I was graduated from Medical College of Va. Medical School in Richmond, Va., 1952.

I certify that I personally examined and treated the above named patient:.....

(Signed).....Robert W. Wash, Jr., M.D.

Address.....Rt. 3, Box 77, Mineral, Va.....Telephone.....Mineral 3751

Date of this report.....July 28, 1964.....(This report must be signed personally by physician).....

Complete this report immediately after seeing patient for the first time.

page 23 } Form No. 46—4/18/61—25M

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Approved—Award Terminated
Industrial Commission of Virginia
T. M. Miller, Chairman

In the Industrial Commission of Virginia:
Robert McDaniel, Employee
and
Jack Folker, Employer

Claim No. 691-324

AGREED STATEMENT OF FACT

It is mutually agreed between the undersigned as follows:

1. That on the 12 day of July, 1963, Robert McDaniel, employee, sustained compensable injuries while employed by Jack Folker, at an average weekly wage of $110.00.

2. That the said employee (was able to return to work) from time to time during 1964, at an average weekly wage of $110.00; and said employee lost a total of 12 weeks from 1/1/64 to 8/31/64.

3. That as the result of the injuries aforesaid the employee has sustained a..... or ..... (strike out one or both as inapplicable) of the ..... for which compensation is properly allowable within the purview of Section 65-53, Code of 1950, as amended.

4. That said injuries resulting from the (loss of) or (partial loss of use of) the ..... became permanent on the ..... day of ....., 19.....

Agreed to this 15 day of September, 1964.

Henry M. de Regnier, Witness Jack Folker/by J. A. Uzabel/
Hawkeye Security, Employer
Joseph A. Uzabel, Witness by: Robert McDaniel, Employee

Total Compensation paid $444.00 at the rate of $37.00 per week from January 1, 1964 to and including August 31, 1964.

Medical Expense: $1,014.00.

NOTE: Should further disability, total or partial, other than that heretofore compensated for result from the injury the case may be reopened upon application made to and received by the Industrial Commission within twelve months from the date of the last payment of compensation pursuant to an award under the Workmen's Compensation Act.

This form of agreed statement of fact should be completed in triplicate, the original to be filed with the Commission, a copy retained by the employer and employee.

page 24 } Form No. 4-A—3-22-63—10M

The use of this form is required under the provisions of the Workmen's Compensation Act.

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Claim No. 691-324 (B-5091)
Case of Robert McDaniel
Employer Jack Folker
Carrier Hawkeye Security Ins. Co.

SUPPLEMENTAL MEMORANDUM OF AGREEMENT AS TO PAYMENT OF COMPENSATION

Examined by:

Whereas ..... is entitled under an award in claim No. ..... to $..... per week for the period set out therein:

We Hereby Certify That:

(Of the following paragraphs use only the one applicable)

1. The said Robert W. McDaniel returned to work on the 1st day of September, 1964 at a weekly wage of $110. His average weekly wage before injury was, as previously agreed to, $110.00; or

2. The said Robert W. McDaniel, who returned to ..... on the 1st day of September, 1964, at a partial wage of $110,

again became disabled on the 13th day of October, 1964; or

3. The weekly wage of the said ..... was reduced was increased on the ..... day of ..... 19....., from $..... per week to $..... per week; or

4. The said ..... lost lost permanently ..... per cent of the use of the following members on the ..... day of ....., 19....., ...

(Where loss of use is agreed to in paragraph 4, state the date which the loss of use was determined)

And we further agree to pay and to accept compensation beginning on the 13th day of Oct., 1964, at the rate of $37.00 per week for.....during.....weeks.

Dated at Arlington, Va., this 21 day of December, 1964.

Harlie E. Green, Witness Louisa, Va.	Robert W. McDaniel, Employee
Dick Wevaney, Witness Arlington, Va.	Joseph A. Uzabel, Employer By Hawkeye Security Insurance Claims Adjuster Official Title

Note.—This form is to be used only to supplement memorandum of agreement (Form No. 4) or award in cases in which subsequent conditions require a modification of former agreement or award.

page 25 } Form No. 9 4/20/64 30M

The use of this form is required under the provisions of the Workmen's Compensation Act.

Commonwealth of Virginia
Department of Workmen's Compensation

Division of Claims

Industrial Commission of Virginia

Richmond

Claim No. 691-324 (9B-5091)
Case of Robert McDaniel
Accident: 7-12-63

SUPPLEMENTAL NOTICE OF AWARD
Approval of Agreement

jbc

Date December 29, 1964

To Mr. Jack Folker, (Employer)
Box 4455
Falls Church, Virginia
and Mr. Robert McDaniel, (Employee)
Route 4
Louisa, Virginia
and Hawkeye Security Insurance Company, (Insurance Carrier)
1701 Pennsylvania Avenue N.W.
Washington, D. C.

Note: The compensation herein awarded is to be paid by the insurance company or by the employer, if self-insurer. In the event that payment is delayed, the employee is requested to write the insurance company or his employer, before taking it up with the Commission.

Take notice that the Industrial Commission of Virginia has examined the memorandum of agreemnt described above and entered into December 21, 1964 for the payment of compensation under the Workmen's Compensation Act, and in accordance with the provisions of said Act has approved the same as follows: $37.00 per week, during incapacity, payable weekly, beginning October 13, 1964.

If any party in interest doubts that the agreement made has been made strictly according to law, he may address the Commission with an inquiry or complaint. It will receive prompt attention.

Yours truly,

Industrial Commission of Virginia
T. M. Miller, Chairman

Attest:

E. M. Scott, Clerk

page 26 } Form No. 46—4/18/61—25M

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Approved—Award Terminated
Industrial Commission of Virginia
T. M. Miller, Chairman

In the Industrial Commission of Virginia:
Robert McDaniel, Employee
and
Jack Folker, Employer

Claim No. 691-324 (B-5091)

AGREED STATEMENT OF FACT

It is mutually agreed between the undersigned as follows:

1. That on the 12 day of July, 1963, Robert McDaniel, employee, sustained compensable injuries while employed by Jack Folker, at an average weekly wage of $111.00.

2. That the said employed (returned to work) on the 25th day of January, 1965, at an average weekly wage of: $111.00;

3. That as the result of the injuries aforesaid the employee has sustained a (total loss of) or (a ..... percent loss of use) (strike out one or both as inapplicable) of the ..... for which compensation is properly allowable within the purview of Section 65-53, Code of 1950, as amended.

4. That said injuries resulting from the (loss of) or (partial loss of use of) of the ..... became permanent on the ..... day of ....., 19.....

Agreed to this 5th day of March, 1965.

Mary K. Fernald, Witness — Jack Folker, Employer
by: Hawkeye Security Ins. Co.
by J. A. Uzabel

Dorothy Worley, Witness — Robert McDaniel, Employee

Total Compensation paid $549.74 at the rate of $37.00 per week from October 13, 1964 to and including Jan. 24, 1965.

Medical Expenses: $1,355.00.

NOTE: Should further disability, total or partial, other than that heretofore compensated for result from the injury the case may be reopened upon application made to and re-

ceived by the Industrial Commission within twelve months from the date of the last payment of compensation pursuant to an award under the Workmen's Compensation Act.

This form of agreed statement of fact should be completed in triplicate, the original to be filed with the Commission, a copy retained by the employer and employee.

page 27 } Form No. 4-A—3-22-63—10M

The use of this form is required under the provisions of the Workmen's Compensation Act.

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Claim No. 691-324 (B-5091)
Case of Robert McDaniel
Employer Jack Folker
Carrier Hawkeye Security Ins. Co.

SUPPLEMENTAL MEMORANDUM OF AGREEMENT AS TO PAYMENT OF COMPENSATION

Examined by:

Whereas ..... is entitled under an award in claim No. ..... to $..... per week for the period set out therein:

We Hereby Certify That:

(Of the following paragraphs use only the one applicable)

1. The said Robert McDaniel (obtained employment returned to work) on the 28th day of April, 1965 at a weekly wage of $110. His average weekly wage before injury was, as previously agreed to, $110; or

2. The said ....., who returned to selective or light work on the ..... day of ....., 19....., at a partial wage of $....., again became disabled on the ..... day of ....., 19.....; or

3. The weekly wage of the said ..... (was reduced

was increased) on the ..... day of ....., 19....., from $..... per week to $..... per week; or

4. The said ..... (lost lost permanently ..... per cent of the use of) the following members on the ..... day of ....., 19....., ...

(Where loss of use is agreed to in paragraph 4, state the date which the loss of use was determined)

And we further agree to pay and to accept compensation beginning on the 27 day of March, 1968, at the rate of $37.00 per week for (During ..... weeks.)

Dated at Fairfax, Va., this 1 day of June, 1965.

Dorothy Worley, Witness
Mary Fernald, Witness
Wash., D. C., Address

Robert McDaniel, Employee
Jack Folker, Employer
By Hawkeye Security Ins. Co., Carrier

Henry M. de Regnier, Rg. Ch. Mgr., Official Title

Note.—This form is to be used only to supplement memorandum of agreement (Form No. 4) or award in cases in which subsequent conditions require a modification of former agreement or award.

page 28 } The use of this form is required under the provisions of the Workmen's Compensation Act.

Commonwealth of Virginia
Department of Workmen's Compensation

Division of Claims

Industrial Commission of Virginia

Richmond

Claim No. 691-324 (9B 5091)
Case of Robert McDaniel
Accident: 7-12-64

CORRECTED SUPPLEMENTAL
NOTICE OF AWARD

Approval of Agreement

jbc

Date June 10, 1965

To Mr. Jack Folker, (Employer)
Box 4455
Falls Church, Virginia
and Mr. Robert McDaniel, (Employee)
Route 4
Louisa, Virginia
and Hawkeye Security Insurance Company, (Insurance Carrier)
1701 Pennsylvania Avenue N.W.
Washington, D. C.

Note: The compensation herein awarded is to be paid by the insurance company or by the employer, if self-insurer. In the event that payment is delayed, the employee is requested to write the insurance company or his employer, before taking it up with the Commission.

Take notice that the Industrial Commission of Virginia has examined the memorandum of agreement described above and entered into June 1, 1965 for the payment of compensation under the Workmen's Compensation Act, and in accordance with the provisions of said Act has approved the same as follows: $37.00 per week, during incapacity, payable weekly, beginning March 27, 1965.

If any party in interest doubts that the agreement made has been made strictly according to law, he may address the Commission with an inquiry or complaint. It will receive prompt attention.

Yours truly,

Industrial Commission of Virginia
T. M. Miller, Chairman

Attest:

E. M. Scott, Clerk

If incapacity for work (disability) exceeds six (6) weeks, compensation is THEN to be paid for the first seven (7) days and the Commission so advised. Sec. 65-59.

page 29 } Form No. 46—4/18/61—25M

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Approved—Award Terminated
Industrial Commission of Virginia
T. M. Miller, Chairman

In the Industrial Commission of Virginia:
Robert W. McDaniel, Employee
and
Jack Folker, Employer

Claim No. B-5091
TC #691-324

AGREED STATEMENT OF FACT

It is mutually agreed between the undersigned as follows:

1. That on the 12 day of July, 1963, Robert McDaniel, employee, sustained compensable injuries while employed by Jack Folker, at an average weekly wage of $111.00.

2. That the said employee (returned to work) on the 28th day of April, 1965, at an average weekly wage of $111.00;

3. That as the result of the injuries aforesaid the employee has sustained a (total loss of) or (a ..... percent loss of use) (strike out one or both as inapplicable) of the ..... for which compensation is properly allowable within the purview of Section 65-53, Code of 1950, as amended.

4. That said injuries resulting from the (loss of) or (partial loss of use of) the ..... became permanent on the ..... day of ....., 19.....

Agreed to this 29th day of April, 1965.

Mary Fernald, Witness — Jack Folker, Employer
by Hawkeye Security Ins. Co. by J. A. Uzabel
Dorothy Worley, Witness — Robert W. McDaniel, Employee

Total Compensation paid $169.16 at the rate of $37.00 per week from March 27, 1965 to & incl. April 27, 1965.

Medical Expense: $1,454.55.

NOTE: Should further disability, total or partial, other than that heretofore compensated for result from the injury the case may be reopened upon application made to and received by the Industrial Commission within twelve months from the date of the last payment of compensation pursuant to an award under the Workmen's Compensation Act.

This form of agreed statement of fact should be completed in triplicate, the original to be filed with the Commission, a copy retained by the employer and employee.

page 30 } Form No. 4-A—3-22-63—10M

The use of this form is required under the provisions of the Workmen's Compensation Act.

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Claim No. 691-324 (B-5091)
Case of Robert McDaniel
Employer Jack Folker
Carrier Hawkeye Security Ins/Co.

SUPPLEMENTAL MEMORANDUM OF AGREEMENT
AS TO PAYMENT OF COMPENSATION

Examined by:

Whereas ..... in entitled under an award in claim No. ..... to $..... per week for the period set out therein:

We Hereby Certify That:

(Of the following paragraphs use only the one applicable)

1. The said ..... (obtained employment returned to work) on the ..... day of ....., 19....., at a weekly wage of $..... His average weekly wage before injury was, as previously agreed to, $.....; or

2. The said Robert McDaniel, who returned to selective or light work on the 28th day of April, 1965, at a partial wage of $....., again became disabled on July 1, 1965; or

3. The weekly wage of the said ..... (was reduced was increased) on the ..... day of ....., 19....., from $..... per week to $..... per week; or

4. The said ..... (lost lost permanently ..... per cent of the use of) the following members on the ..... day of ....., 19....., ...

(Where loss of use is agreed to in paragraph 4, state the date which the loss of use was determined)

And we further agree to pay and to accept compensation beginning on the 1st day of July, 1965, at the rate of $37.00 per week for (During incap.)

Dated at Fairfax, Va., this 4 day of August, 1965.

Dorothy Worley, Witness
Henry M. de Rignier, Witness
1701 Penn. Ave., N.W.,
Wash., D. C.

Robert W. McDaniel, Employee
Jack Folker, by, Employer
By Hawkeye-Security Ins. Co. by
J. A. Uzabel, Official Title

Note.—This form is to be used only to supplement memorandum of agreement (Form No. 4) or award in cases in which subsequent conditions require a modification of former agreement or award.

page 31 } Form No. 9 (5-10-65 100M)

The use of this form is required under the provisions of the Workmen's Compensation Act.

Commonwealth of Virginia
Department of Workmen's Compensation

Division of Claims

Industrial Commission of Virginia

Richmond

Claim No. 691-324 (9B 5091)
Case of Robert McDaniel
Accident: 7-12-64

SUPPLEMENTAL NOTICE OF AWARD
Approval of Agreement

ah

Date August 11, 1965

To Mr. Jack Folker, (Employer)
Box 4455
Falls Church, Virginia
and Mr. Robert McDaniel, (Employee)
Route 4
Louisa, Virginia
and Hawkeye Security Insurance Company, (Insurance Carrier)
1701 Pennsylvania Avenue, N.W.
Washington, D. C.

Note: The compensation herein awarded is to be paid by the insurance company or by the employer, if self-insurer. In the event that payment is delayed, the employee is requested to write the insurance company or his employer, before taking it up with the Commission.

Take notice that the Industrial Commission of Virginia has examined the memorandum of agreement described above and entered into August 4, 1965 for the payment of compensation under the Workmen's Compensation Act, and in accordance with the provisions of said Act has approved the same as follows: $37.00 per week, during incapacity, payable weekly, beginning July 1, 1965.

If any party in interest doubts that the agreement made has been made strictly according to law, he may address the Commission with an inquiry or complaint. It will receive prompt attention.

Industrial Commission of Virginia

If incapacity (disability) as indicated in Section 65-59 exceeds six (6) weeks, compensation is THEN to be paid for such calendar days of incapacity to work, in accordance with Section 65-51 and Section 65-52, in addition to such payments as may be awarded under Section 65-53 and the Commission so advised.

page 32 } Form No. 46—7-5-62—30M

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Approved—Award Terminated
Industrial Commission of Virginia

In the Industrial Commission of Virginia:
Robert W. McDaniel, Employee
and
Jack Folker, Employer

Claim No. B-5091
IO #691-324

AGREED STATEMENT OF FACT

It is mutually agreed between the undersigned as follows:

1. That on the 12 day of July, 1963, Robert McDaniel, employee, sustained compensable injuries while employed by Jack Folker, at an average weekly wage of $110.00.

2. That the said employee (returned to work) on the 14th day of Sept., 1965, at an average weekly wage of $110.00;

3. That as the result of the injuries aforesaid the employee has sustained a (total loss of) or (a ..... percent loss of use) (strike out one or both as inapplicable) of the ..... for which compensation is properly allowable within the purview of Section 65-53, Code of 1950, as amended.

4. That said injuries resulting from the (loss of) or (partial loss of use of) the ..... became permanent on the ..... day of ....., 19.....

Agreed to this 28 day of September, 1965.

Dorothy Worley, Witness — Jack Folker by Hawkeye Security Ins. Co., Employer by: J. A. Uzabel

Dorothy Worley, Witness — Robert W. McDaniel, Employee

Total Compensation $396.40 at the rate of $37.00 per week from July 1, 1965 to and including Sept. 13, 1965.

Medical Expense: $1,679.65.

NOTE: Should further disability, total or partial, other than that heretofore compensated for result from the injury the case maybe reopened upon application made to and received by the Industrial Commission within twelve months from the date of the last payment of compensation pursuant to an award under the Workmen's Compensation Act.

This form of agreed statement of fact should be completed in triplicate, the original to be filed with the Commission, a copy retained by the employer and employee.

page 33 } Form No. 4—7-5-62—30M

The use of this form is required under the provisions of the Workmen's Compensation Act.

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

MEMORANDUM OF AGREEMENT AS TO PAYMENT OF COMPENSATION

Robert W. McDaniel, Employee
Jack Folker, Employer
Hawkeye Security, Insurance Carrier

We, Robert W. McDaniel, residing at 204 Old Lee Highway, Fairfax, Virginia and Jack Folker, Box 4455, Falls Church, Virginia, have reached an agreement in regard to compensation for the injury sustained by said employee and submit the following statement of facts relative thereto:—

Date of injury.....July 12, 1963.....Date disability began..... Various, most recent 12/27/65

Nature of injury.....Contact dermatitis
Place of accident.....Fairfax Station, Virginia
Cause of accident.....Caustic concrete burns
Probably length of disability.....Undetermined

The terms of this agreement under the above facts are as follows:—

That the said Robert W. McDaniel shall receive compensation at the rate of $37.00 per week based upon an average

weekly wage of $110.00 and that said compensation shall be payable from and including the 27th day of December, 1965, until terminated in accordance with the provisions of the Workmen's Compensation Law of the State of Virginia on the 31st of January, the date the said Robert McDaniel returned to work.

Harlie E. Greene, Witness
209 Manassas Dr., Manassas, Va.
Mrs. Frank Worley, Witness
3927 Old Lee Highway, Address
Approved by .....
Date of Approval .....

Robert W. McDaniel, Employee or Dependent
Jack Folker, Employer by Hawkeye Security Ins. Co., Carrier
By Henry M. de Rignier, Rg. Ch. Mgr.
March 29, 1962

page 34 } Form No. 9 (5-10-65 100M)

The use of this form is required under the provisions of the Workmen's Compensation Act.

Commonwealth of Virginia
Department of Workmen's Compensation

Division of Claims

Industrial Commission of Virginia

Richmond

Claim No. 691-324 (9B 5091)
Case of Robert McDaniel
Accident: 7-12-63

SUPPLEMENTAL NOTICE OF AWARD
Approval of Agreement

lw

Date May 16, 1966

To Mr. Jack Folker, (Employer)
Box 4455
Falls Church, Virginia
and Mr. Robert McDaniel, (Employee)
Route 4
Louisa, Virginia

and Hawkeye Security Insurance Company, (Insurance Carrier)
1701 Pennsylvania Avenue N.W.
Washington, D. C.

Note: The compensation herein awarded is to be paid by the insurance company or by the employer, if self-insurer. In the event that payment is delayed, the employee is requested to write the insurance company or his employer, before taking it up with the Commission.

Take notice that the Industrial Commission of Virginia has examined the memorandum of agreement described above and entered into March 29, 1966 for the payment of compensation under the Workmen's Compensation Act, and in accordance with the provisions of said Act has approved the same as follows: $37.00 per week, during incapacity, payable weekly, beginning December 27, 1965.

If any party in interest doubts that the agreement made has been made strictly according to law, he may address the Commission with an inquiry or complaint. It will receive prompt attention.

Industrial Commission of Virginia

If incapacity (disability) as indicated in Section 65-59 exceeds six (6) weeks, compensation is THEN to be paid for such calendar days of incapacity to work, in accordance with Section 65-51 and Section 65-52, in addition to such payments as may be awarded under Section 65-53 and the Commission so advised.

page 35 } Form No. 4-A—3-22-63—10M

The use of this form is required under the provisions of the Workmen's Compensation Act.

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Claim No. 691-324
Case of Robert W. McDaniel
Employer Jack Folker
Carrier Hawkeye Security Insurance Co.

SUPPLEMENTAL MEMORANDUM OF AGREEMENT AS TO PAYMENT OF COMPENSATION

Examined by:

Whereas Robert W. McDaniel is entitled under an award in claim No. 691-324 to $37.00 per week for the period set out therein:

We Hereby Certify That:

(Of the following paragraphs use only the one applicable)

1. The said Robert McDaniel (returned to work) on the 12th day of July, 1966, at a weekly wage of $..... His average weekly wage before injury was, as previously agreed to $.....; or

2. The said ....., who returned to selective or light work on the ..... day of ....., 19....., at a partial wage of $....., again became disabled on the 24th day of August, 1966; or

3. The weekly wage of the said ..... (was reduced was increased) on the ..... day of ....., 19....., from $..... per week to $..... per week; or

4. The said ..... (lost lost permanently ..... per cent of the use of) the following members on the ..... day of ....., 19....., ...

(Where loss of use is agreed to in paragraph 4, state the date which the loss of use was determined)

And we further agree to pay and to accept compensation beginning on the 24th day of Aug., 1966, at the rate of $37.00 per week for (during incap.)

Dated at Arlington, Va., this 30 day of September, 1966.

Mrs. Frank Worley, Witness
3927 Old Lee Highway, Fairfax

Robert W. McDaniel,
Employee
Jack Folker, Employer
By Henry M. de Rignier, Counsel,
Rg. Ch. Mgr.

Note.—This form is to be used only to supplement memorandum of agreement (Form No. 4) or award in cases in which subsequent conditions require a modification of former agreement or award.

page 36 } Form No. 4-A—3-22-63—10M

The use of this form is required under the provisions of the Workmen's Compensation Act.

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Claim No. 691-324
Case of Robert McDaniel
Employer Jack Folker
Carrier Hawkeye Security Insurance Co.

SUPPLEMENTAL MEMORANDUM OF AGREEMENT AS TO PAYMENT OF COMPENSATION

Examined by:

Whereas Robert W. McDaniel is entitled under an award in claim No. 691-324 to $37.00 per week for the period set out therein:

We Hereby Certify That:

(Of the following paragraphs use only the one applicable)

1. The said Robert W. McDaniel (obtained employment returned to work) on the 31st day of January, 1966, at a weekly wage of $110.00. His average weekly wage before injury was, as previously agreed to, $110.00; or

2. The said ....., who returned to selective or light work on the ..... day of ....., 19....., at a partial wage of $....., again became disabled on the 28th day of June, 1966; or

3. The weekly wage of the said ..... (was reduced was increased) on the ..... day of ....., 19....., from $..... per week to $..... per week; or

4. The said .....(lost lost permanently ..... per cent of the use of) the following members on the ..... day of ....., 19....., ...

(Where loss of use is agreed to in paragraph 4, state the date which the loss of use was determined)

And we further agree to pay and to accept compensation beginning on the 28th day of June, 1966, at the rate of $37.00 per week for (during incap.)

Dated at Arlington, Va., this 30 day of Sept., 1966.

Mrs. Frank Worley, Witness
3927 Old Lee Highway, Fairfax

Robert W. McDaniel,
Employee
Jack Folker, Employer
By Henry M. de Rignier, Counsel,
Reg. Ch. Mgr.

Note.—This form is to be used only to supplement memorandum of agreement (Form No. 4) or award in cases in which subsequent conditions require a modification of former agreement or award.

page 37 } Form No. 9 (7/1/66 100M)

The use of this form is required under the provisions of the Workmen's Compensation Act.

Commonwealth of Virginia
Department of Workmen's Compensation

Division of Claims

Industrial Commission of Virginia

Richmond

Claim No. 691-324 (9B 5091)
Case of Robert McDaniel
Accident: 7-12-63

SUPPLEMENTAL NOTICE OF AWARD
Approval of Agreement

ah

Date November 2, 1966

To Mr. Jack Folker, (Employer)
Box 4455
Falls Church, Virginia
and Mr. Robert McDaniel, (Employee)
Route 4
Louisa, Virginia

and Hawkeye Security Insurance Company, (Insurance Carrier)
1701 Pennsylvania Avenue, N.W.
Washington, D. C.

Note: The compensation herein awarded is to be paid by the insurance company or by the employer, if self-insurer. In the event that payment is delayed, the employee is requested to write the insurance company or his employer, before taking it up with the Commission.

Take notice that the Industrial Commission of Virginia has examined the memorandum of agreement described above and entered into September 30, 1966 for the payment of compensation under the Workmen's Compensation Act, and in accordance with the provisions of said Act has approved the same as follows: $37.00 per week, during incapacity, payable weekly, beginning June 28, 1966 to July 11, 1966 inclusive and $37.00 per week, during incapacity, payable weekly, beginning August 24, 1966.

If any party in interest doubts that the agreement made has been made strictly according to law, he may address the Commission with an inquiry or complaint. It will receive prompt attention.

Industrial Commission of Virginia

If incapacity (disability) as indicated in Section 65-59 exceeds six (6) weeks, compensation is THEN to be paid for such calendar days of incapacity to work, in accordance with Section 65-51 and Section 65-52, in addition to such payments as may be awarded under Section 65-53 and the Commission so advised.

page 38 } Form No. 46—4/18/61—25M

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Approved—Award Terminated
Industrial Commission of Virginia

In the Industrial Commission of Virginia:
Robert W. McDaniel, Employee
and
Jack Folker, Employer
Claim No. 691-324

AGREED STATEMENT OF FACT

It is mutually agreed between the undersigned as follows:

1. That on the 12th day of July, 1966, Robert W. McDaniel, employee, sustained compensable injuries while employed by Jack Folker, at an average weekly wage of $110.00.

2. That the said employee (returned to work) on the 12th day of July, 1966, at an average weekly wage of: $110.00;

3. That as the result of the injuries aforesaid the employee has sustained a (total loss of) or (a ..... percent loss of use) (strike out one or both as inapplicable) of the ..... for which compensation is properly allowable within the purview of Section 65-53, Code of 1950, as amended.

4. That said injuries resulting from the (loss of) or (partial loss of use of) the ..... became permanent on the ..... day of ....., 19.....

Agreed to this 3 day of Sept., 1966.

Mr. Frank Worley, Witness
3927 Old Lee Highway, Fairfax

Henry M. deRignier, Witness

Jack Folker, Employer
Hawkeye Security Ins. Co.
by: Henry M. de Rignier

Robert W. McDaniel,
Employee

Total Compensation paid $74.00 at the rate of $37.00 per week from June 28, 1966 to July 12, 1966.

Medical Expense: $.....

NOTE: Should further disability, total or partial, other than that heretofore compensated for result from the injury the case may be reopened upon application made to and received by the Industrial Commission within twelve months from the date of the last payment of compensation pursuant to an award under the Workmen's Compensation Act.

This form of agreed statement of fact should be completed in triplicate, the original to be filed with the Commission, a copy retained by the employer and employee.

page 39 } Form No. 46—4/18/61—25M

Commonwealth of Virginia
Department of Workmen's Compensation

Industrial Commission of Virginia

Richmond

Approved—Award Terminated
Industrial Commission of Virginia

In the Industrial Commission of Virginia:
Robert W. McDaniel, Employee
and
Jack Folker, Employer

AGREED STATEMENT OF FACT

It is mutually agreed between the undersigned as follows:

1. That on the 12th day of July, 1966, Robert W. McDaniel, employee, sustained compensable injuries while employed by Jack Folker, at an average weekly wage of $110.00.

2. That the said employee (returned to work) on the 12th day of September, 1966, at an average weekly wage of: $110.00;

3. That as the result of the injuries aforesaid the employee has sustained a (total loss of) or (a ..... percent loss of use) (strike out one or both as inapplicable) of the ..... for which compensation is properly allowable within the purview of Section 65-53, Code of 1950, as amended.

4. That said injuries resulting from the (loss of) or (partial loss of use of) the ..... became permanent on the ..... day of ....., 19.....

Agreed to this 3 day of Sept., 1966.

Mrs. Frank Worley, Witness
3927 Old Lee Highway, Fairfax

Henry M. de Rignier, Witness

Jack Folker, Employer
Hawkeye Security Ins. Co.
by: Henry M. de Rignier
Robert W. McDaniel,
Employee

Total Compensation paid $109.40 at the rate of $37.00 per week from August 24, 1966 to September 12, 1966.

Medical Expense: $.....

NOTE: Should further disability, total or partial, other than that heretofore compensated for result from the injury the case may be reopened upon application made to and received by the Industrial Commission within twelve months from the date of the last payment of compensation pursuant to an award under the Workmen's Compensation Act.

This form of agreed statement of fact should be completed in triplicate, the original to be filed with the Commission, a copy retained by the employer and employee.

page 40 } Phone, Mineral 3751

Robert W. Wash, Jr., M.D.
Route 3, Box 77
Mineral, Virginia 23117

May 3, 1967

Hawkeye-Security Insurance Company
Washington Regional Office
1701 Pennsylvania Avenue, N.W.
Washington 6, D. C.

File No: B-5091
Employer: Jack Folker
Employee: Robert McDaniel

For Professional Services:

February 1967 Balance Previously Billed	197.00
3/11/67 Office visit	3.00
Injection Depo-Medrol	4.00
30 tab. prednisone 5 mg.	3.50
3/18/67 Office visit, injection Depo-Medrol	7.00
3/25/67 Office visit, injection Depo-Medrol	7.00
4/8/67 Office visit, injection Depo-Medrol	7.00
30 tab. prednisone 5 mg.	3.50
4/22/67 Office visit, injection Depo-Medrol	7.00
30 tab. prednisone 5 mg.	3.50
4/27/67 Office visit, injection Depo-Medrol	7.00
4/29/67 Office visit, injection Depo-Medrol	7.00
	$256.50

Received Payment .....

Phone: Mineral 3751

Robert W. Wash, Jr., M.D.
Rte. 3, Box 77
Mineral, Virginia 23117

Name ..... Age .....
Address ..... Date 5/3/67

The enclosed statement covers continuing treatment of Robert McDaniel from September 1, 1966. I have sent bills periodically but have not even had the courtesy of a reply since I received a check Oct. 3, 1966 covering treatment through Aug. 27, 1966. He suffered what is seemingly a permanent injury initially so I don't see where your company is no longer responsible for his treatment when no lump sum settlement has been made. I would appreciate the account being brought up to date.

Robert W. Wash, Jr., M.D.

page 41 }

Robert W. Wash, Jr., M.D.
Rt. 3, Box 77
Mineral, Virginia 23117
Telephone: 894-3751

June 10, 1967

Industrial Commission of Virginia
Department of Workman's Compensation
Richmond, Virginia

Dear Sirs:

Mr. Robert McDaniel, Rt. 4, Louisa, Virginia has been under my professional care since January 16, 1964, because of a severe and persistent, very pruritic rash over his ankles, lower legs and to a lesser extent over his arms.

Mr. McDaniel suffered the original injury on July 12, 1963 when he got concrete in his boot while working for Jack Folker. Within a period of 2-3 days, he developed blisters all over both arms and legs for which he was hospitalized at the University of Virginia Hospital, Charlottesville, Virginia. The rash cleared promptly but recurred promptly when he went home.

He has been under continuous care since I have been seeing him. If he takes a maintenance dose of prednisone daily and an injection of Depo-Medrol each week to 10 days, he does

reasonably well but if he tries to skip, the rash reappears and looks almost as violent as when I first saw him.

I believe that this man has a permanent injury and will continue to have trouble as long as he has contact with concrete or concrete dust. I also believe that he will continue to need medication to control the dermatitis.

Yours very truly,

Robert W. Wash, Jr., M.D.

page 42 } ROBERT McDANIEL, Claimant
v.
JACK FOLKER (Site Engineering and Construction Corporation), Employer
HAWKEYE SECURITY INSURANCE COMPANY, Insurer

Claim No. 691-324

and

ROBERT McDANIEL, Claimant
v.
JACK FOLKER (Site Engineering and Construction Corporation), Employer
BITUMINOUS CASUALTY CORPORATION, Insurer

Claim No. 918-905

Claimant appeared in person.

William E. McLaughlin, Attorney at Law, Louisa, Virginia 23093, for the Claimant.

Robert L. Ellis, Attorney at Law, The Rosslyn Building, Arlington, Virginia 22209, *for Hawkeye Security Insurance Company.*

Nathaniel S. Newman, Attorney at Law, P. O. Box 4593, Richmond, Virginia, *for Bituminous Casualty Corporation.*

Hearing before EVANS, Commissioner, at Alexandria, Virginia, on September 12, 1967.

All witnesses having been duly sworn, the following testimony was taken:

By Mr. Newman:
Do you know the last time compensation was paid?
By Mr. McLaughlin:
September the 12th, 1966, he was paid up to that date.
By Commissioner Evans:
There are two files before the Commission, File No. 918-905 covering a contact dermatitis contracted April 27, 1967. The other file is 691-324 covering a dermatitis contracted July 12, 1963.
By Mr. McLaughlin:
That's right.
page 43 } By Mr. Newman:
Was an application filed in the old case within a year from the last payment of compensation?
By Commissioner Evans:
Compensation was paid through September 11, 1966.
By Mr. Newman:
It's the same employer so I guess it's—
By Commissioner Evans:
The same employer, yes.
By Mr. Newman:
In other words, the only application I have shows July 12—wait a minute here. I guess it's just one application that was filed.
By Commissioner Evans:
All right, sir. Now, Mr. McLaughlin, which is it alleged, is it alleged that it's a reoccurrence of the dermatitis contracted in July 12, 1963? Had he ever completely cleared from that, or is it alleged that he had a new contact on April 27, 1967?
By Mr. McLaughlin:
Insofar as the claimant is concerned, Commissioner, that is more or less a moot question. We feel that that is a question of law to be decided by the Commissioner or full Commission as between the two companies involved. Now, when this man was originally disabled because of this occupational contact dermatitis in July of '63, employed by Mr. Folker, Site Engineering Company, the carrier was Hawkeye Insurance Company. He was paid off and on, working periodically as much as he could, off when he had to be, up through as your records indicate September the 11th, 1966, at which time he returned to work. Some time between then and October 4th, 1966, the employer switched his coverage for some reason or other which is not material from Hawkeye Insurance

page 44 } Company to Bituminous Casualty Company. On October the 4th, all the while this claimant receiving treatment for the contact dermatitis—

By Commissioner Evans:

He was still under medical care at the time of the change?

By Mr. McLaughlin:

He was still under medical care although working whenever he could. On October the 4th his condition worsened to the degree that he had to leave the job. He was off work at that time for 22 days or until October the 17th. Hawkeye refused to pay any additional compensation since they were no longer on the risk, their contention being that, I assume, that the condition had completely cleared and that when he was last injuriously exposed to the condition causing his contact dermatitis his employer was covered for compensation coverage by Bituminous. Thereupon the argument grew between Bituminous and Hawkeye and the claimant. Now, he was off for a period of 13 days from October 4th until October 17th. He recovered to the extent through extensive treatment that he was able to return to work on February the 7th, 1966—'67, and he worked 21 days that time. At that time his condition again grew worse and it was necessary that he be off until February 27th or another 20 days. Again after extensive treatment he was able to return to work and he worked from February the 27th until April the 26th, 1967, whereupon he again had to leave his job.

By Commissioner Evans:

All of this is due to the dermatitis?

By Mr. McLaughlin:

All of this is due to the dermatitis as I believe the record will reveal.

By Mr. Newman:

The Commissioner has a wage scale, doesn't he, that shows all these different dates: I have a signed copy, if

page 45 } you don't.

By Mr. McLaughlin:

Well, to continue, he was off 20 days from February the 27th and until April the 26th when he went back to work.

By Mr. Ellis:

Do you have that, Commissioner?

By Commissioner Evans:

Yes.

By Mr. McLaughlin:

Then he worked up until October the 4th, from April the 26th to October the 4th when the condition became intolerable and—as far as working was concerned and he was forced to

quit work on October the—I mean was forced to quit work up until June the 1st, April the 26th to June the 1st, and then he went back to work and worked on the 1st, 2nd, and 5th of June and has been unable to work ever since. At the present time I believe an examination of his arms, feet and legs will indicate what Dr. Wash—do you have Dr. Wash's letter that I sent to you I believe day before yesterday, a couple or three days ago?

By Commissioner Evans:

Dr. Wash?

By Mr. McLaughlin:

Dr. Wash, W-a-s-h, dated September the 8th, do you have a copy of that letter, or the original in your file? I believe that's it.

By Commissioner Evans:

Yes, I have that.

By Mr. McLaughlin:

I think that that will clearly explain the situation, Commissioner. I also at the same time sent you a copy, sent a copy to Mr. Newman and the other attorney.

page 46 } By Mr. Newman:

Does the Commission while we're on this point also have Dr. Wash's reports of June 10th, '67, and August the 4th? I don't know whether they are listed on the front there or not.

By Mr. McLaughlin:

June 10 and August 4th?

By Mr. Newman:

Right. I assume he must have gotten them from Mr. Whitlock.

By Commissioner Evans:

August 4, I have that.

By Mr. Newman:

Well, the one of June the 10th is addressed to the Industrial Commission so I—

By Commissioner Evans:

That may be in the other file, I don't see it in this one. It's just addressed to the Industrial Commission, it's undated, the date doesn't show on the photostatic copy.

By Mr. Newman:

Well, on mine it begins—

By Commissioner Evans:

Yes, way up top, June 10, I have it. The time lost is substantiated by the wage chart, I have the wage chart there showing the days he worked and the days he was absent, yes, I have that.

By Mr. McLaughlin:

I have an additional chart prepared by the employer himself, I don't know whether you have it or not or whether it was just prepared—

By Commissioner Evans:

I assume the employer prepared this one, it's not

page 47 } signed.

By Mr. Ellis:

He prepared the one on the Commission's form, yes,sir.

By Commissioner Evans:

Yes, sir.

By Mr. Newman:

Mr. McLaughlin, when did you say that Bituminous went on the risk? Didn't I understand you to give a date back there?

By Mr. McLaughlin:

I didn't give a date. I gave an approximate date, I believe, some time following Hawkeye's last payment to him.

By Mr. Ellis:

Mr. Commissioner, as we understand it, I am a certificate in my office that did not get into this file, the insurance agent, Alexandria insurance agent sent it in and if my memory is correct I believe the risk terminated with Hawkeye on December 31, 1965, so that as of January 1, 1966, I believe Bituminous was in. Now, this can be confirmed.

By Commissioner Evans:

Well, our records of course will show the dates.

By Mr. Newman:

Right. Our records here show December 21, '66, as the time we went on the risk.

By Mr. McLaughlin:

I don't know whether that would have any bearing or not, Mr. Commissioner.

By Commissioner Evans:

The sole question, the employer is primarily liable but the carrier that would be responsible would be the carrier—if he has never cleared from the original and it's just a reoccurrence—

page 48 } By Mr. Newman:

This of course is the position of Bituminous.

By Commissioner Evans:

—of the same condition of course it would be the original carrier even though he'd been off of it two years, but if it were timely brought within one year from the date of the termination of the disability or he was last paid comp rather. Obviously it is, it was reopened within one year from the date of the last payment of compensation.

By Mr. McLaughlin:

We're also contending too, Mr. Commissioner, as a result of these injuries Mr. McDaniel is permanently disabled and can no longer be employed in the industry in which he was working.

By Commissioner Evans:

Of course, dermatitis is rather unusual under the law. Once the condition is cleared, the employer and his insurance carrier is then relieved of further liability even though he may not go back to the same type of work he had been doing. So once he's cleared it wouldn't be subject to an award. So long as he is suffering a wage loss by virtue of the existing dermatitis he is entitled to be compensated on the basis of wage loss.

By Mr. McLaughlin:

I believe Dr. Wash's latest report will indicate that he will never be cured.

By Commissioner Evans:

Well, it's unfortunate from a physical condition and fortunate comp-wise.

By Mr. McLaughlin:

Not only from the skin condition but from an eye condition which resulted from either the eczemic condition of the skin or the cortizone treatments therefor.

By Commissioner Evans:

page 49 } All right, gentlemen, we've had a lot of discussion here now, I guess it's primarily a medical question, that will be the guiding factor as far as I'm concerned as to which carrier is liable, whether or not this is a continuation of the original dermatitis or whether or not it had cleared and then he had an additional exposure.

By Mr. Ellis:

Mr. Commissioner, there are some facts I would like to establish in this particular hearing and I would also following this hearing would like to have the opportunity to present a brief, a memorandum with reference to our position in the case.

By Commissioner Evans:

I'll be delighted to receive it. How long do you need?

By Mr. Ellis:

I've got three trials coming up between now and next Wednesday so if you could give me 14 days.

By Commissioner Evans:

Well, I don't want to crowd you, I'll give you 21.

By Mr. Ellis:

Fine. Thank you.

By Mr. Newman:

Could we have time also to reply if we see fit?

By Commissioner Evans:

All right, sir, if you will furnish Mr. Newman a copy of your brief and Mr. McLaughlin of course. Will 5 days be sufficient from the date you receive it to file a reply brief?

By Mr. Newman:

I would like to have longer if—

By Commissioner Evans:

All right, I will grant you 15 days.

page 50 } By Mr. McLaughlin:

I would like it to be made a little bit more clear as to what this brief concerns.

By Commissioner Evans:

I assume this brief is a brief on the law—

By Mr. Ellis:

The law applicable to the facts of this case.

By Mr. McLaughlin:

As to which of the two companies? covers?

By Commissioner Evans:

That is right.

By Mr. Ellis:

Well, it may involve more than that, it may involve the question of—well, it may involve more but principally having to do with which carrier is involved.

By Mr. McLaughlin:

I was going to say if that be the case, Mr. Commissioner, I wouldn't see much point in a responding brief on my part.

By Commissioner Evans:

I don't, it's left entirely within your discretion after you receive it as to whether or not you want to file it. If you don't, I'm going to grant 15 days for the filing of a reply brief by both you and Mr. Newman, if you so desire. It's just a matter of really between the two insurance companies, apparently there's no question about his period of disability and it being a result of the contact dermatitis.

By Mr. McLaughlin:

And I have an additional 15 days after their 21 to reply, if I deem it—

page 51 } By Commissioner Evans:

After Mr. Ellis's 21. Of course, if he can get it—you have 15 days from the date that you receive it, it may be that Mr. Ellis will file it in 14 days, I don't know. All right, is there any testimony that you'd like to offer?

By Mr. McLaughlin:

I believe that the record very well *developes* the medical. As I indicated in my letter to the Commission of September the 8th enclosing Dr. Wash's report bearing the same date, I was filing for additional information from the eye specialist in Richmond, Dr. Stratford, which information was received by me this morning and is only in the original form. I will have to make copies for the Commissioner and the two companies and forward that.

By Commissioner Evans:

All right, sir. Of course, this claim here is for work disability flowing from the dermatitis and I assume that that's probably loss of vision claim that you have now, is it not?

By Mr. McLaughlin:

Yes, we're claiming this as a result of the treatment of the dermatitis and I think it all flows from the same industrial accident.

By Commissioner Evans:

All right, sir. I haven't been over these applications, does it state anything about loss of vision?

By Mr. McLaughlin:

The application was completed by Mr. Robinson in his handwriting I believe—

By Commissioner Evans:

No, there's no mention of the eye, of course.

By Mr. McLaughlin:

No mention of the eye but I believe that—

page 52 } By Commissioner Evans:

If it follows as a natural consequence of the treatment or the dermatitis of course it's—

By Mr. McLaughlin:

A letter was written by my associate, Mr. Whitlock, on September the 1st to the Commission, to Mr. Robinson, indicating that—

(Off the record discussion.)

MR. ROBERT McDANIEL, Claimant

By Mr. Ellis:

Q. Following the initial incident in July of 1963 when you contacted this skin irritation, you were off work for several months, were you not?

A. That's right.

Q. Now, when you went back to work, that is your first initial working day, how was your condition when you went back?

A. Well, I was still broke out.

Q. Could you work?

A. I had to work. I had to go back to work.

Q. How long did you work if you can recall—Mr. Commissioner, I wouldn't ask these questions except that I only have the '67 and '66 days, if somebody else has a total list it would I think cut this matter short. When you did go back to work on the first occasion can you recall approximately how long you worked before you had to take off again?

A. Well, it's been so long ago I really don't know.

Q. Was it several months?

A. No, it won't no several months.

By Mr. McLaughlin:

Excuse me just a moment, Mr. Ellis, is that after—when he went back to work following the first outbreak?

page 53 } Q. Yes.

By Mr. McLaughlin:

Q. You know when you went back to work.

A. I don't know what day when I went back to work, I mean I know—

Q. You were hospitalized for up until a month or more, weren't you?

A. I stayed in the hospital over here at Seven Corners two weeks and I stayed in the University in Charlottesville.

By Mr. Ellis:

Q. All right, let's go up to some years that we have, Mr. McDaniel, that we're fairly certain about. In 1966 you were off at least from January up until mid-March, does that refresh your recollection, sir?

A. I think that's about right.

Q. Incidentally, going back once again to the first time you went back, do you recall whether you actually had an outbreak or was it just an irritation, I mean how was it compared to when you were in the hospital?

A. It's little water blisters come on just like it did you know, like it did the first time.

Q. How long did it take after you were back on the job before that would start?

A. Oh, maybe two or three days and it started back on me again.

Q. And then it would develop to the point where you would have to take off again, is that correct?

A. That's correct.

Q. Now, was this the general type of thing that happened to you, is it correct to say that when you stayed off of work for extended lengths of time your condition improved to the point where you could then go back to work?

A. Yeah, I just had to go back to work because I—

Q. Right. Well, I mean physically you were able to go back to work and do the job?

page 54 } A. That's right.

Q. And was it only after you got back on the job and worked for some more period of time that these rashes broke out to the point where you couldn't work?

A. That's right.

Q. All right, now, I notice in 1966 you worked rather steadily up until about August the 24th, some time around mid-August. During this period from March until mid-August, take the first couple months, did it progressively get worse or how did the—

A. It got worse the longer I worked, you know, it would break out more and more all the time.

Q. In the early stages of your going back to work were you able to work all right without any problems?

A. Yeah, I could work all right.

Q. And then the longer you stayed on the job and the more contact you had with it the worse it got?

A. The worse it got, that's right.

Q. And then you'd finally have to quit again?

A. Quit again.

Q. I notice you went back to work, correct me if I'm wrong but I think the date is about October 17th, 1966?

By Mr. Newman:

That's what he stated.

By Mr. McLaughlin:

Yes.

Q. Yeah. Now, you worked from October 17th, 1966, up until February, is that correct?

A. That's right.

Q. All right, now, during the months of October

page 55 } and November did you have to take any time off from work because of the disease?

A. No, I didn't take any time off at that time.

Q. Were you able to work?

A. I worked on.

Q. During this October and November period did you have the rash break out to the point where you could not work?

A. That's right.

Q. Well, when did it break out to the point where you could not work, was that until February or was that back in October?

A. It was Ferbuary I had to quit work, the 7th of February.

Q. The 7th?

A. I went back to work the 27th I think of February.

Q. All right, now, let's cover this period just before February the 7th in going back in time, back toward October of 1966. Were you doing the same kind of work?

A. Yeah, same work.

Q. Your job title or your job description never changed, is that correct?

A. No, sometimes I'd be building forms or something like that, you know, and wouldn't be in the concrete much as I am at other times.

Q. Well, back in October and November were you coming in touch with the concrete? Or did you come in touch with concrete the short time before February when you had to quit work?

A. I'm always working in concrete might as well say.

Q. Always working in it?

A. Yeah.

Q. Sometimes more than others?

A. Sometimes I'll work on the forms maybe for a day or two you know at a time, and then sometimes I just get to pouring concrete.

page 56 } Q. During the periods of time that you're off, let's take the period in February of this year, you were off about three weeks, after you laid off work how did your condition—how was it?

A. Well, it gradually got better after I laid off, you know.

Q. And then you would be able to go back to work and work some more until it started all over again, is that correct?

A. Yeah, but I've never been healed up completely like that.

Q. You mean you would still have some signs of your irritation?

A. That's right.

Q. But the signs of irritation, the scabs or the redness or whatever it is that you have there, after you would lay off, they would not prevent you from not working?

A. No.

Q. It's only after you get back into the concrete again—

A. That's right.

Q. —when they would break out?

A. Yeah.

Q. Now, was the breaking out the part that would prevent you from working?

A. Well, I could show you now if you want me to. When it gets like that I have to lay off from work.

Q. Right. Now, I presume if you stay off work long enough —you've had this condition in the past, have you not?

A. Yeah.

Q. Numerous times?

A. That's right.

Q. You'd get that after you were on the job for a while?

A. Yeah.

Q. Then if you stay off from work that condition will clear up, will it?

page 57 } A. Clear up some, it don't clear up completely.

Q. Well, it would clear up to the point where you could conceivably go back to work?

A. Yeah.

Q. When you were working along about in say December and January and February, last December and then this January and February, let's take a week before you actually had to quit work, how was your condition say a week or two before you quit work as opposed to the time that you actually had to quit?

A. Well, it was broke out, you know, but not as bad but the more I worked the more it would break out 'til I'd get so bad I'd just have to quit.

Q. I think that covers it.

By Mr. Newman:

Q. Mr. McDaniel, you showed us your leg and ankle and it appeared to my eye at least that you currently had a considerable problem with that leg and ankle. Did I understand you to state that you would be unable to work now because of the condition of that ankle?

A. Yes, sir, I couldn't work now.

Q. Now, you have not worked I don't believe since June the 5th of this year?

A. That's right.

Q. Is that right? Now, going back to July the 12th of 1963, has your ankle been in the condition it's in now or not completely clear since that time?

A. One time I had it about cleared up and I run out of money and I couldn't go to the doctor that's the reason I'm in the shape I'm in now. I didn't have the money to pay the doctor.

Q. I see. And this has all occurred since July of 1963?

A. Yeah, that's right, all of it.

Q. Now, do I understand that this occurs whether or not you work around concrete?

A. Yeah, it's got so now it will come back on me page 58 } and I have to take them shots to keep it down.

Q. Now, in April I believe you stopped work on one occasion on or about April the 27th of this year, is that right?

A. That's right, the 26th I believe.

Q. At that time was it just the same old story that it just got again to the point that you didn't feel you could work?

A. That's correct.

Q. That's all the questions I have.

By Commissioner Evans:

Any other witnesses?

By Mr. Ellis:

I have one cross question after claimant's counsel gets through.

By Mr. McLaughlin:

Q. The attorney asked you about October and November of 1966, to clear the record you only worked about half of October, did you not?

A. About half I think it was.

Q. Do you notice this condition more in hot weather than in cold weather, are you prone to itch more or scratch more?

A. Well, yeah, sweat gets in it and naturally it will itch a little more in hot weather.

Q. I have no further questions.

By Mr. Ellis:

Q. I have just one or two questions. Mr. McDaniel, again

going back to your legs and ankles which you've shown us to be rather open sores, now were these sores open in November or was it not until later on that they became open?

A. They opened up in November you know when I had to quit work.

Q. Well, according to your record—

page 59 } A. October I mean, excuse me.

Q. According to your record you quit work the last part of September and you were out until about the 17th of October. Now, when you went back to work on the 17th of October did you have those red—were they open, they weren't, were they?

A. Yeah, they had healed up you know but they were still—

Q. All right now you say they had healed somewhat to a degree, is that correct?

A. Yeah.

Q. And then how long was it before they got to the point where they had opened up and where you just couldn't work any more?

A. Well, that there would depend on the way I take them shots. If I can get three shots a week it will kinda clear it up, you know, but if I get two it's longer, or if I get one.

Q. Did the openness occur, that is the open sores on your leg and your ankle, did they occur along about February just before you had to quit work?

A. That's right.

Q. They actually broke open?

A. That's right.

Q. And that's what prevents you from working?

A. That's right.

Q. Nothing further.

By Mr. McLaughlin:

To further clarify the record, we're speaking here of a leg and an ankle apparently all the time, I'd like to point out for the sake of the record that this condition exists all over his body, his trunk of the body—

By Commissioner Evans:

The medical reports will show that. All right, gentlemen.

(Witness excused)

(Case concluded)

page 60 }

Thomas P. Stratford, M.D.
Suite 201 Medical Arts Building
Richmond 19, Virginia

September 11, 1967

Mr. W. W. Whitlock
c/o W. E. McLaughlin
Box 542
Fredericksburg, Virginia

Re: Robert McDaniel
R.F.D. 4—Box 43
Louisa, Virginia

Dear Sir:

The above named patient has been seen and examined in my office on May 31, 1967.

The examination revealed a vision with glasses of 20/30 O.D. and 20/25 O.S. He had a reading vision of 20/60 O.D. and 20/25 O.S. The eyes were straight and the extra-ocular movements full. The slit lamp examination revealed the presence of early nuclear-sclerosed cataracts and posterior sub-capsular cataracts in both eyes. The fundus examination revealed the optic nerve, macula and retina to be normal. The intra-ocular pressure was 20.6 in the right and left eye with a 5.5 gram weight—a normal reading.

The final impression is:

1. Pre-senile cataracts O.U.
2. Refractive error O.U.

The nuclear-sclerosed cataracts is a process of ageing and the posterior sub-capsular cataracts have been known to be associated with exema, and in some instances with long term systemic steroids.

Yours truly,

Thomas P. Stratford, M.D.

TPS:m

page 61 }

Thomas P. Stratford, M.D.
Suite 201 Medical Arts Building
Richmond 19, Virginia

October 18, 1967

Mr. William E. McLaughlan, Attorney at Law
Louisa
Virginia

Re: Robert McDaniel

Dear Mr. McLaughlin:

The following is the report of the latest eye examination of the above named patient.

The visual acuity at this time is 20/60-2 O.D. and 20/25-1 O.S. The reading vision O.D. is 20/130 and 20/100 O.S. This gives a near vision visual efficiency percentage of 10% O.D. and 15% O.S. The examination further revealed increased changes in the cataracts of both eyes, which explains the further reduction in vision.

Mr. McDaniel was advised the next step would be removal of the cataracts of both eyes.

Yours truly,

Thomas P. Stratford, M.D.

TPS:m

page 62 } ROBERT McDANIEL, Claimant
v.
JACK FOLKER (Site Engineering and Construction Corporation, Employer
HAWKEYE SECURITY INSURANCE COMPANY, Insurer

Claim No. 691-324

and

ROBERT McDANIEL, Claimant
v.
JACK FOLKER (Site Engineering and Construction Corporation), Employer
BITUMINOUS CASUALTY CORPORATION, Insurer

Claim No. 918-905

Oct. 26, 1967

Claimant appeared in person.

William E. McLaughlin, Attorney at Law,
Louisa, Virginia 23095,
for the Claimant.

Robert L. Ellis, Attorney at Law,
The Rosslyn Building, Arlington, Virginia 22209,
for Hawkeye Security Insurance Company.

Nathaniel S. Newman, Attorney at Law,
P. O. Box 4593, Richmond, Virginia,
for Bituminous Casualty Corporation.

Hearing before Commissioner EVANS at Alexandria, Virginia, on September 12, 1967.

EVANS, Commissioner, rendered the opinion.

FINDINGS OF FACT

Robert McDaniel contracted an occupational dermatitis on July 12, 1963, while employed by Jack Folker (Site Engineering and Construction Corporation). Between July 12, 1963, and September 11, 1966, McDaniel was paid compensation for seven periods of work disability related to the occupational disease contracted in 1963.

The record reveals that McDaniel has never been cured of the occupational dermatitis; that each time he returns to work, contact with the causative agent of the dermatitis aggravates the existing condition to such an extent that the employee is forced to discontinue the employment.

page 63 } Claimant last worked on April 24, 1967, at which time he again became disabled because of severe aggravation of his pre-existing dermatitis. Notice of claim for additional compensation benefits was filed with the Commission on April 27, 1967.

The employer was afforded workmen's compensation coverage by Hawkeye Security Insurance Company in 1963 when McDaniel contracted the occupational dermatitis for which claim is made. This carrier has paid compensation benefits for all periods of work disability suffered by the employee up to that period of disability beginning April 25, 1967. Liability for the payment of compensation benefits for disability now suffered is denied by Hawkeye Security Insurance Company on the grounds that the present work disability is due to a new exposure to the causative hazard of the dermatitis which was had subsequent to the termination of its workmen's compensation policy on December 1, 1965. Bituminous Casualty Cor-

poration has been the carrier for the employer since December 21, 1965.

The issue presented to the Commission concerns which of the two carriers is liable for the payment of compensation benefits for the present disability suffered by the employee.

The occupational disease statutes must be read in conjunction with all other provisions of the Workmen's Compensation Law. Section 65-46, Code of Virginia, as amended in 1966, provides as follows:

"When the employer and employee are subject to the provisions of this Act, * first communication of the diagnosis of an occupational disease to the employee, or death of * the employee resulting from an occupational disease as herein listed and defined shall be treated as the happening of an injury by accident, or death by accident, and the employee or in case of his death his dependents shall be entitled to compensation as provided by the Act. An employee who has an occupational disease that is covered by this Act shall be entitled to the same hospital, medical and miscellaneous benefits as an employee who has a compensable injury by accident, except that the period during which the employer shall be required to furnish medical attention shall begin as of the date of * first communication of the diagnosis of the occupational disease to the employee, and in the event of death the same funeral benefits shall be paid as in the case of death from a compensable accident. All provisions of the Act in respect to accidents shall be applicable to the coverage provided for by this chapter, except as otherwise provided herein. The provisions of this section, as amended, shall be applicable to occupational disease contracted before and after July one, nineteen hundred sixty-six."

page 64 } The evidence before the Commission conclusively establishes that the diagnosis of the occupational disease was first communicated to the employee in 1963 and that he has never been cured of the occupational disease since that time. The date on which the initial diagnosis of the occupational disease was communicated to the employee constituted the happening of an injury by accident. The aggravating effects of re-exposure to the causative agent of the dermatitis during various periods of re-employment subsequent to 1963 were recognized by Hawkeye Security Insurance Company as being a change in condition as evidenced by the numerous supplemental agreements providing for payment of compensation benefits on each occasion during which claimant again became disabled.

The Virginia Workmen's Compensation Act affords coverage for occupational diseases. No coverage is provided under the Act for the aggravation of an occupational disease known by the employee to be in existence at the time he suffers additional exposure to the causative hazards of the disease. This is true by virtue of the fact of the provisions of § 65-46 which provide that the communication of the diagnosis of an occupational disease to the employee shall be deemed the happening of an injury by accident.

Section 65-47, Code of Virginia, 1950, provides:

"When an employee has an occupational disease that is covered by this Act, the employer in whose employment he was last injuriously exposed to the hazards of the disease and the employer's insurance carrier, if any, at the time of the exposure, shall alone be liable therefor, without right to contribution from any prior employer or insurance carrier."

Section 65-47 applies to existing occupational diseases for which a diagnosis had not been made and communicated to the employee before his last injurious exposure to the causative hazards of the respective disease. The "accident" in the instant case occurred in 1963 when the diagnosis of the occupational dermatitis was communicated to the employee. The recurring disability since that time, while due to new exposure to the causative agent of the occupational disease, constitutes a change in condition rather than a new accident. Accordingly, liability for the payment of compensation benefits rests with Hawkeye Security Insurance Company, the
page 65 } workmen's compensation insurance carrier for the employer, who was on the risk in 1963 when the accident occurred.

The evidence discloses that claimant has suffered partial loss of vision in both eyes and has developed bilateral cataracts as the result of medical treatment administered for the dermatitis. The existing visual defect is compensable but not subject to an award at this time since claimant is now temporarily totally disabled and payment for this disability takes priority over specific disability payments.

AWARD

An award is hereby entered in behalf of Robert McDaniel against Hawkeye Security Insurance Company providing for the payment of temporary total disability benefits at the rate of $37.00 a week, beginning April 25, 1967, and continuing

each week thereafter for the statutory period or until such time as subsequent conditions justify a modification.

No award may enter for medical expense incurred more than two years after July 12, 1963.

All accrued compensation due under this award shall be paid upon receipt of same, after first deducting therefrom the sum of $400.00 to be paid to W. E. McLaughlin, Attorney at Law, Louisa, Virginia, and W. W. Whitlock, Attorney at Law, Mineral, Virginia, for legal assistance rendered the employee.

page 66 } ROBERT McDANIEL, Claimant
v.
JACK FOLKER (Site Engineering and Construction Corporation), Employer
HAWKEYE SECURITY INSURANCE COMPANY, Insurer

Claim No. 691-324

Opinion by HARWOOD, Commissioner
and
ROBERT McDANIEL, Claimant
v.
JACK FOLKER (Site Engineering and Construction Corporation), Employer
BITUMINOUS CASUALTY CORPORATION, Insurer

Claim No. 918-905

William L. McLaughlin, Attorney at Law,
Louisa, Virginia 23095, for the Claimant.

Robert L. Ellis, Attorney at Law,
The Rosslyn Building, Arlington, Virginia 22209,
for Hawkeye Security Insurance Company.

Nathaniel S. Newman, Attorney at Law,
P. O. Box 4593, Richmond, Virginia, for
Bituminous Casualty Corporation.

REVIEW before the full Commission at Richmond, Virginia, on January 3, 1968.

From an award of October 26, 1967, Hawkeye Security Insurance Company has appealed, and this case is before the full Commission upon review.

Having maturely considered the record in its entirety, we adopt the findings of fact and conclusions of law of the hearing Commissioner as those of the full Commission upon review.

We do not find that the proceedings have been defended without reasonable grounds by Hawkeye Security Insurance Company; therefore, the request for assessment of
page 67 } a reasonable attorney fee against said insurer, pursuant to § 65-97, Code of Virginia, is denied.

The award appealed from is amended to provide that from accrued compensation there shall be deducted and paid to W. E. McLaughlin, Esq., and W. W. Whitlock, Esq., $500.00 for legal assistance rendered the claimant.

As amended, the award of October 26, 1967 is

Affirmed.

page 68 } I, Helen G. Cooper, Secretary, Industrial Commission of Virginia, do hereby certify that the foregoing, according to the records of this office, is a true and correct copy of statement of Findings of Fact, Conclusions of Law and other matters pertinent to the questions at issue in Claim No. 918-905, Robert McDaniel v. Jack Folker (Site Engineering & Construction Corporation), Bituminous Casualty Corporation, Insurer, and Claim No. 691-324, Robert McDaniel v. Jack Folker (Site Engineering & Construction Corporation), Hawkeye Security Insurance Company, Insurer.

I further certify that claimant's counsel as well as counsel for Bituminous Casualty Corporation had notice that counsel for Hawkeye Security Insurance Company would request the Secretary of the Industrial Commission of Virginia to furnish certified copy of the record for the purpose of an appeal to the Supreme Court of Appeals of Virginia. Furthermore, in requesting that the evidence be certified, counsel representing Hawkeye Security Insurance Company advised the Secretary of the Industrial Commission of Virginia that he would allege in his petition to the Supreme Court of Appeals that the award of the Industrial Commission of Virginia is wholly unsupported by the evidence.

I further certify that, as evidenced by U. S. Postal Registry Return Receipt Card, counsel representing Hawkeye Security Insurance Company received, under date of March 27, 1968, copy of award of the Industrial Commission of Virginia, dated March 26, 1968.

Given under my hand and the seal of the Industrial Commission of Virginia this 22 day of April, 1968.

Helen G. Cooper
Industrial Commission of Virginia
Secretary

page 69 }

* * * * *

NOTICE OF APPEAL

TO: The Honorable Justice Harry L. Carrico
Supreme Court of Appeals of Virginia
Richmond, Virginia

PLEASE TAKE NOTICE that Hawkeye-Security Insurance Company, insurer, by counsel, appeals the award of Commissioner EVANS dated October 26, 1967, and the award of the full Commission of the Industrial Commission of Virginia dated March 26, 1968.

HAWKEYE-SECURITY INSURANCE
COMPANY, By Counsel

SICILIANO, DALY & ELLIS

By John J. Daly
Counsel for Hawkeye-Security
Insurance Company
1901 Ft. Myer Drive
Arlington, Virginia, 22209
524-5400

I certify that a copy of the foregoing was mailed, postage prepaid to Robert McDaniel, Route 3, Box 43, Louisa, Virginia; Jack Folker, Site Engineering & Construction Corporation, Box 4455, Falls Church, Virginia, 22044; Hawkeye-Security Insurance Company, 1701 Pennsylvania Avenue, S.W., Washington, D. C.: Bituminous Casualty Corporation, 2317 Westwood Avenue, Richmond, Virginia; William E. McLaughlin, Esq., Louisa, Virginia, 23095; and Nathaniel S. Newman, Esq., P. O. Box 4593, Richmond, Virginia on April 25, 1968.

John J. Daly

* * * * *

A Copy—Teste:

Howard G. Turner, Clerk.

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