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**First Report**  
OF  
**The Industrial Commission**  
of Colorado

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**AUGUST 1, 1915**  
TO  
**DECEMBER 1, 1917**



**Administering:**  
**Workmen's Compensation Act**  
**Industrial Relations Act**  
**State Compensation Insurance Fund**

DENVER, COLORADO  
EAMES BROS., STATE PRINTERS  
1917



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**First Report**  
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**THE INDUSTRIAL COMMISSION**  
**OF COLORADO,**

**HIRAM E. HILTS, Chairman,**  
**GEORGE W. DENSMORE,**  
**JOSEPH C. BELL,**

Commissioners.

**WALTER E. SCHWED, Secretary.**

**WILLIAM F. MOWRY,**  
Chief of Claim Department.

**GEORGE N. QUIGLEY, Manager,**  
State Compensation Insurance Fund.



## LETTER OF TRANSMITTAL

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Office of Industrial Commission of Colorado,  
State Capitol, Denver, Jan. 15, 1918.

TO HIS EXCELLENCY,  
THE GOVERNOR OF COLORADO,  
State Capitol Building,  
Denver, Colorado.

Sir:

In accordance with Chapters 179 and 180 of the Session Laws of 1915, and Chapter 155 of the Session Laws of 1917, we have the honor to transmit herewith, the report of the acts and proceedings of The Industrial Commission of Colorado in its performance of the duties imposed upon it by these acts, for the period from August 1, 1915, to December 1, 1917.

HIRAM E. HILTS, Chairman,  
JOSEPH C. BELL,  
GEORGE W. DENSMORE,  
Commissioners.



## STATEMENT

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In 1915, the Legislature of the State of Colorado passed two acts, known as Chapters 179 and 180, respectively, of the Session Laws of the State of Colorado of 1915, and commonly referred to as "The Workmen's Compensation Act" and "Industrial Relations Act"; and those two acts, together with the amendments contained in Chapter 155 of the Session Laws of 1917, constitute the law applicable to various duties imposed, and powers exercised by this Commission.

Under the authority of these two acts, there was also created an insurance department, to be administered directly by the Commission and known as the "State Compensation Insurance Fund," which insures employers against the liability imposed by the Workmen's Compensation Act.

This Commission took office in March, 1917, but as no report was filed by the prior Commission, covering its activities from August 1, 1915, up until the time this Commission took office, we have deemed it best to make this report cover in a general way at least, as far as can be disclosed by the records of the office, a report of the activities and accomplishments of the Commission since the date that the Act went into effect.

For convenience in outlining the discussion, and so that a clear understanding may be had of the scope of the work of the Commission, this report has been divided into three main headings: "Workmen's Compensation Act," "Industrial Relations Act," and "State Compensation Insurance Fund," respectively.

The legal work of the Commission has been handled by the Attorney General's office and through John L. Schweigert, Assistant Attorney General, and by W. F. Mowry, Chief of Claim Department, and Walter E. Schwed, Secretary.



## WORKMEN'S COMPENSATION ACT

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This act which became effective August 1, 1915, with the amendments of the year 1917, is now the working plan which governs the relation between employers and employes in respect to accidental injury or death suffered by employes while performing services arising out of and in the course of their employment. The act was exercise of the police powers of the state, and was passed in furtherance of a broad humane policy to provide medical, surgical and hospital treatment, and to grant compensation to injured employes and to provide for their dependents in case of death.

In general the act affects every employer in the State of Colorado who employs four or more employes, excepting ranch, farm and domestic help and the employes of carriers engaged in interstate commerce. The passing of this act by the Legislature marked the casting aside of old theories as to reciprocal duties of master and servant, which had long ago outgrown their usefulness. Compensation acts similar to our own act will soon have been adopted by nearly all the states of the Union.

Today the master assumes the expense of caring and providing for his injured employes and their dependents as he does for any overhead expense connected with the running of his business. Criticisms of the law have come from those who either failed to remember or did not know that nearly 90% of the injuries which are compensated under the act, were not compensatable at all in common law because of its technical rules and principles, or because the injury was occasioned by accident pure and simple, no negligence attaching to it, or because the employe himself was wholly or partially to blame.

Under the act, all accidents no matter how trivial, are reported to the Commission. In many of these cases, of course, the injured employe returns to work within the two weeks waiting period prescribed by the act, and there is, therefore, no money compensation due him, he receiving, however, medical, surgical and hospital attention as provided by the act.

Of the accidents reported in which the injured employe is injured beyond the waiting period, or is killed, the employe's claim for compensation or that of his dependents is either settled by an agreement entered into between the employe or his dependents and the employer or his insurer, which agreement must be approved by the Commission, or in the event that no agreement is entered into, the employe or his dependents file his or



their claim for compensation, and the case is then set down for formal hearing; the testimony of all material witnesses is taken, and the finding and award of the Commission is entered upon the facts as shown by the record in the case, which finding and award is final and binding upon all parties, unless an appeal is taken to the District Court in the time and in the manner prescribed by the act. Hearings have been held by the Commission in all parts of the state, the Referee of the Commission has been sent to the locality in which the accident occurred or where the parties and the witnesses resided, and a hearing held there.

When this act was passed by the Legislature, it was, so far as Colorado was concerned, a novel and experimental piece of legislation. Both the employers and the employe had certain settled and rooted ideas as to what might be expected when an accident occurred. As both sides have seen the practical working of the act, and the benefits that accrue therefrom, we believe that more and more, both employer and employes are coming to regard the act as a wise and beneficent piece of legislation. Changes in the act, suggested by experience in administering the same and by changed conditions, will undoubtedly have to be made, but we believe that the act as a whole contains the basic ground work for meting out justice between the employer and the employe.

We have appended hereto a statistical table of the accidents and claims handled by the Commission, together with a digest of the decisions of the Commission in compensation cases, and other information which we believe is of value as showing the workings of the act, and the work of the Commission. The new rules of procedure of the Commission, containing also a digest of essential procedure provisions of the Act, and procedure in District Court, together with the new rules of the Supreme Court governing the preparation of Industrial Commission cases in that Court, and also the new revised medical schedule, have been prepared and printed by the Commission separately, and will be furnished on application to those who are interested therein.



# STATISTICAL INFORMATION

August 1st, 1915, to Dec. 1st, 1917.

## ACCIDENTS AND CLAIMS

Total number of accidents since organization .....	29,450
Total number of claims since organization .....	5,187
Percentage of Claims .....	17.27%
Number of accidents for the fiscal year .....	12,780
Number of claims for the fiscal year .....	2,707
Percentage of Claims .....	21.18%
Number of claims (Male) .....	2,690
Number of claims (Female) .....	42
Percentage (Female) .....	1.56%
Total number of claims since organization (Male) .....	5,108
Total number of claims since organization (Female) .....	79
Percentage (Female) .....	1.54%
Total number of deaths during fiscal year .....	300
Coal .....	200
Metal .....	39
Misc. ....	61
Percentage.....	66.66%
Percentage.....	13.00%
Percentage.....	20.33%
Death claims since organization .....	504
Coal .....	265
Metal .....	103
Misc. ....	136
Percentage.....	52.5%
Percentage.....	20.4%
Percentage.....	26.9%
Non-fatal claims during fiscal year .....	2,432
Coal .....	622
Metal .....	412
Misc. ....	1,398
Percentage.....	25.57%
Percentage.....	16.94%
Percentage.....	57.48%
Non-fatal claims since organization.....	4,683
Coal .....	1,220
Metal .....	840
Misc. ....	2,623
Percentage.....	26.05%
Percentage.....	17.93%
Percentage.....	56.01%
Awards entered during fiscal year .....	363
Awards entered since organization of Commission .....	600
Agreements approved during fiscal year .....	2,242
Agreements approved since organization .....	4,294
Amputations during fiscal year .....	175
Amputations since organization .....	387
Loss of use during fiscal year .....	57
Loss of use since organization .....	185
Permanent total during fiscal year .....	6
Permanent total since organization .....	13



Permanent partial during fiscal year .....	232
Permanent partial since organization .....	572
Temporary total during fiscal year .....	2,177
Temporary total since organization .....	4,190
Temporary partial during fiscal year .....	7
Temporary partial since organization .....	65
Facial disfigurement during fiscal year .....	5
Facial disfigurement since organization .....	13
Blood Poison during fiscal year .....	64
Blood Poison since organization .....	105
Wholly dependent during fiscal year .....	131
Wholly dependent since organization .....	251
Partial dependent during fiscal year .....	14
Partial dependent since organization .....	30
No dependents during fiscal year .....	40
No dependents since organization .....	70
Foreign dependents during fiscal year .....	69
Foreign dependents since organization .....	101
Compensation denied during fiscal year .....	33
Fatal during fiscal year .....	10
Non-fatal during fiscal year .....	23
Compensation denied since organization .....	142
Fatal since organization .....	29
Non-fatal since organization .....	113
Compensation reduced during fiscal year .....	4
Compensation reduced since organization .....	11
Average weekly wage .....	\$20.87
Average rate of compensation .....	7.54
Average number of weeks of disability .....	10.72
Amount of compensation paid up to December 1, 1916 .....	\$406,259.18
Amount of compensation paid during fiscal year .....	394,901.16
Amount of compensation paid since organization .....	801,160.34



## APPEALED CASES

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Since August 1, 1915, there have been 27 cases in which one of the parties thereto, either the claimant or the employer or the insurer have appealed from the finding and award of the Commission to the District Court. The table given below shows the cases in which appeals have been taken and their exact status in the District and the Supreme Courts. Seven of these cases have to date been appealed to the Supreme Court, and the status of these cases is also shown.

### **CLAIM No. 137.**

**Death of Charles Lynch, Cora M. Lynch, Claimant, vs. C. E. Walker Contracting Co., Employer, and The Aetna Life Insurance Co., Insurer.**

Commission awarded compensation in the maximum sum of \$2,500 to the dependents. Appealed to the District Court of the City and County of Denver. The decision of the Industrial Commission was reversed, the Court holding that our act did not apply to injuries sustained by employe outside the state, and that employe was not performing services arising out of and in the course of his employment at the time of the injury. Appealed by the Industrial Commission to the Supreme Court, case has now been submitted on briefs, and is awaiting decision.

### **CLAIM No. 1148.**

**Moses Mason, Claimant, vs. The Coffin P. & P. Co., Employer, and The Market Co., Employer, and The London Guarantee & Accident Co., and The Globe Indemnity Co., Insurers.**

Commission held that Coffin P. & P. Co. was the employer, and awarded compensation to the claimant for disability. This case was appealed to the District Court and was reversed by the District Court on the ground that the Market Co., having the control of the claimant and paying him for services, was his employer at the time of the injury, and was liable for compensation.

### **CLAIM No. 942.**

**Charles Anderson, Claimant, vs. The Robt. D. Sharp Music Co., Employer, and The Hartford Accident & Indemnity Co., Insurer.**

Anderson was injured by a fall while going from his home to his place of work: he was permitted to, but was not required to take work home. Commission found he was not injured by an accident arising out of and in the course of his employment, and



that he was not performing services arising out of and in the course of his employment. Compensation denied. Case appealed to the District Court, decision of the Industrial Commission reversed; case was appealed to the Supreme Court and the decision of the Industrial Commission sustained and District Court reversed.

**CLAIM No. 2521.**

**Death of George H. Hendricks, Clarence Hendricks, et al., Claimants, vs. Charles Wathen & Company, Employer, and The Aetna Life Insurance Co., Insurer.**

Compensation was denied parents in this case because testimony showed that contributions made by the boy were less than the expenses incurred by the parents for his board, lodging and clothes. This case was appealed to the District Court and sent back to the Commission because claimants had not filed a petition for re-hearing. Petition was filed and overruled, and claimants then again appealed to the District Court, and the decision of the Industrial Commission was sustained.

**CLAIM No. 1008.**

**Death of James O'Neil, Annie O'Neil, his mother, Claimant, vs. The Anderson Tunnel Co. and Clark H. Weaver, Employers, and The Maryland Casualty Co., Insurer.**

**CLAIM No. 1007.**

**Death of James O'Meara, Catherine Reddy, his Aunt, Claimant, vs. The Anderson Tunnel Co. and Clark H. Weaver, Employers, and The Maryland Casualty Co., Insurer.**

Maximum compensation of \$2,500 was awarded in both cases. These two cases were appealed to the District Court and were both reversed, court holding that the decedents were individual contractors, and not employees. Both cases have been appealed to the Supreme Court and are now pending there.

**CLAIM No. 1471.**

**Oscar L. Johnson, Claimant, vs. Spratlen-Anderson Mercantile Co., Employer, and The Standard Accident Indemnity Co., Insurer.**

Claimant was injured and lost sight of an eye. At the time of the accident he did not have normal vision; Commission found that claimant lost only 1-11 of entire vision, and he was awarded 1-11 of 104 weeks. Appealed to District Court, Commission was there reversed, Court holding claimant was entitled to an award of 104 weeks for total loss of vision, although claimant did not have normal vision at the time of the accident. Appealed to Supreme Court. Now pending.



**CLAIM No. 1898.**

**Death of A. E. Tracy, Laura Tracy, Claimant, vs. The C. G. Carlson Ice Cream Co., Employer, and The London Guarantee & Accident Co., Insurer.**

Compensation to widow for death, maximum sum of \$2,500. Appealed to District Court and sent back to the Commission for rehearing because Commission had procured ex parte testimony without giving the respondents a chance to cross-examine. Case was reheard by Commission and compensation again awarded. Appealed again to District Court. Now pending.

**CLAIM No. 1412.**

**Death of Fred Watson, Fritz Watson, his Father, Claimant, vs. Monarch-Madonna Mining Co., and The Travelers' Insurance Co., Insurer.**

Commission held that the father was actually partially dependent upon his deceased son, and awarded compensation in the sum of \$639.00. Appealed to the District Court, and finding of the Commission as to the dependency was sustained.

**CLAIM No. 1552.**

**Pietro Passini, Claimant, vs. The American Smelting & Refining Co., Employer, Self-Insured.**

Compensation for disability was awarded up to January 1, 1917; on further hearing further compensation was denied. Appealed to the District Court and demurrer of Commission was sustained on the ground that no petition for rehearing was filed with the Commission. Appealed to the Supreme Court, Commission sustained.

**CLAIM No. 1026.**

**Thomas Pier, Claimant, vs. The Leyden Coal Co., Employer, and The Employers' Mutual Insurance Co., Insurer.**

With a 25% total disability and life expectancy of 21.12 years, was awarded 25% of what he would receive in that time within a maximum of \$2,080. Appealed to District Court, Commission's award sustained, and order of Commission requiring payments to be made pending appeal upheld.

**CLAIM No. 3509.**

**Martin Dennis, Claimant, vs. Denver Pressed Brick Co., Employer, and The Maryland Casualty Co., Insurer.**

Commission found that as a fact Dennis was not injured by an accident arising out of or in the course of his employment, nor while he was performing services arising out of or in the course of his employment. Compensation denied. Appealed to District Court, now pending.



**CLAIM No. 1907.**

**Death of Wm. LaSalle, Regina LaSalle, et al., Claimants, vs. The Big Lake Fuel Company, Employer, and The Employers' Mutual Insurance Co., Insurer.**

The point at issue in this case is whether at the time of the accident the employer was covered by insurance in the respondent insurance company. Commission found that it was and awarded compensation to partial dependents. Appealed to District Court, Decision of Commission sustained.

**CLAIM No. 3318.**

**Death of Dewey Wheeler, Henrietta Wheeler, et al., Claimants, vs. The Market Company, Employer, and The Globe Indemnity Co., Insurer.**

Compensation awarded to the maximum of \$2,500. Commission found, although decedent was suffering from a cancer, the accident he suffered accelerated his condition and caused death sooner than would otherwise have occurred. Appealed to District Court and decision of Commission sustained.

**CLAIM No. 1843.**

**Joe Adamo, Dependents of, vs. Brown Bros., Employers.**

The Commission held that where employer, although subject to the act, had not taken out insurance, he was not within their jurisdiction. Appealed to the District Court, now pending.

**CLAIM No. 536.**

**Death of A. C. Weaver, Louise Weaver, et al., Claimants, vs. Mountain Motor Fuel Co., Employer, and The London Guarantee & Accident Co., Insurer.**

Decedent was injured in an accident by being burned, later his death ensued. Commission found he had recovered from accident and that death was caused by abscessed ruptured appendix. Compensation denied. Appealed to District Court, now pending.

**CLAIM No. 3690.**

**Fred McDougal, Claimant, vs. Hallack Investment Co. and Hardesty Mfg. Co., Employers, and The Globe Indemnity Co., Insurer.**

Question involved was as to which one of the two employers were liable to pay compensation for hernia sustained. Commission found that The Hallack Investment Co. was the employer and liable. Appealed to District Court, now pending.

**CLAIM No. 3532.**

**Steve Vehos, Claimant, vs. The Frederick Fuel Co., Employer, and The Employers' Mutual Insurance Co., Insurer.**

Compensation denied except for a period of 13 weeks. Commission found disability arose from asthma and fibrosis of the



lungs and not from the accident. Appeal to District Court. Commission's demurrer on grounds that petition for rehearing was not filed and that appeal was not taken in the time required by law, sustained.

**CLAIM No. 335.**

**Joe Koroly, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.**

Claimant was totally disabled, and applied for a lump sum, which was denied on the ground that compensation running for the life of the claimant, it was not possible to determine the ultimate period, and could not be lumped. Appealed to District Court. Commission's decision sustained. Appealed to Supreme Court, now pending.

**CLAIM No. 2383.**

**Albert N. Johnson, Claimant, vs. Hallack & Howard Lumber Co., Employer, and The London Guarantee & Accident Co., Insurer.**

Claimant was allowed compensation for loss of eye and \$200 for facial disfigurement. Claimant appealed to District Court to have allowance for facial disfigurement increased. Decision of the Industrial Commission sustained.

**CLAIM No. 1563.**

**Death of John F. Stacks, Sophronia Stacks, Claimant, vs. The Dillon Box Iron Works, Employer, and The Globe Indemnity Co., Insurer.**

Compensation denied on the ground that the death of the decedent was not traceable to an accident, but was caused by an obstruction of the transverse colon. Appealed to the District Court, now pending.

**CLAIM No. 566.**

**George M. Eason, Claimant, vs. The Garbutt Leasing Co., Employer, and The London Guarantee & Accident Co., Insurer.**

Injured employe was furnished a horse by his employer to carry him to work, the horse ran away and claimant was injured. Held not to be an accident arising out of or in the course of his employment, nor while claimant was performing services arising out of and in the course of his employment. Appealed to the District Court of Lake County, decision of Commission sustained.

**CLAIM No. 3814.**

**Death of Severino Diaz, Matias and Valentino Diaz, et al., Claimants, vs. The Victor-American Fuel Co., Employer, and The Employers' Mutual Insurance Co. and Lloyds' of London, Insurers.**



Decedent had two supposed wives and children by each. One woman testified that she would not marry him, and the other, the proof showed, had a husband living. Compensation was denied both his supposed wives and their children. Commission holding that "minor child," as used in the act, did not include illegitimate children. Appeal to the District Court of Las Animas County, now pending.

**CLAIM No. 1913.**

**Death of Victor Helburg, Mary Helburg, et al., Claimants, vs. Town of Louisville, Employer.**

Decedent was Marshal of Louisville, and was murdered by a peddler whom decedent in the course of his duties attempted to compel to obey City Ordinances. The Town of Louisville never had secured a self-insurance permit or paid premium into the State Compensation Insurance Fund. Commission held Fund not liable and that injury was intentionally inflicted by another and therefore denied compensation. Appealed to the District Court of Boulder County, Commission sustained.

**CLAIM No. 1526.**

**Guy Johnson, Claimant, vs. Electrical Supply Company, Employer, and The London Guarantee & Accident Co., Insurer.**

Claimant sustained injured foot. Commission awarded compensation for disability. Appealed to District Court, and sent back for rehearing to the Commission to determine whether disability extended beyond the period allowed. On rehearing disability was fixed at 25% of loss of foot at ankle, or 26 weeks, and as claimant had been paid 57 6-7 weeks, further compensation was denied. Now pending in District Court.

**CLAIM No. 3790.**

**Oscar Davis, Claimant, vs. Johnstown Threshing Company, Employer, and The Ocean Accident & Guarantee Corporation, Limited, Insurer.**

Compensation awarded for 65% of loss of hearing in both ears. Accident suffered from stroke of lightning while hauling grain to threshing machine in field. Appealed to District Court, now pending.



## DECISIONS OF COMMISSION

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Appended hereto are decisions of the Industrial Commission, up to and including December 1, 1917. The decisions involving rulings upon questions of law arising under the statute are printed in digest form under the appropriate headings; the other decisions involving no important points of law, or being merely questions of fact, are tabulated at the end.

### ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT

**Acc. No. 302, Claim No. 7. In the Matter of Cliff Bingoff vs. The Curtis Coal Company, Employer, and the Employers' Mutual Ins. Company, Insurer, Respondents.**

Compensation awarded to employe for injury. It was ruled that the Compensation Law wherever it is uncertain or ambiguous, is to be construed broadly in favor of the injured workman.

It was further ruled that a workman returning to his place of employment, after having been sent away from it by his superior, for his coat and tools while still on the employer's premises, is within the course of employment.

**Acc. No. 315. In the Matter of James Donahue, Claimant, vs. McPhee Investment Company, Employer, and The Hartford Accident & Indemnity Company, Insurer, Respondent.**

Compensation denied because employe was not injured in the course of his duty. RULED: that an employe going to and from work is not in the course of his employment.

**Acc. No. 3,465, Claim No. 566. In the Matter of George M. Eason, Claimant, vs. The Garbutt Leasing Company, Employer, and The London Guar. & Acc. Company, Insurer, Respondents.**

The injured employe was furnished a horse by his employer for the purpose of driving some eight or nine miles to work. The horse ran away throwing the man from the buggy, causing severe injuries. Compensation denied. Held not to be an accident arising out of and in the course of employment nor while performing services arising out of and in the course of employment. Appealed to District Court.

**Acc. No. 5,271, Claim No. 1,143. In the Matter of Thomas Dennis, Claimant, vs. C. H. Dyer & Company, Employer, and the Travelers' Ins. Company, Insurer, Respondents.**

The claimant was driving a team of horses on an extremely cold day and on account of the extreme cold the index finger



and middle finger of the right hand at the first joint and the first joint of the left thumb and the left index finger were frozen. The fingers became infected, necessitating amputation. The commission held that freezing was an accident and granted compensation to the injured employe for 40 weeks at the rate of \$8.00 per week.

**Acc. No. 6,034, Claim No. 942. In the Matter of Charles Anderson, Claimant, vs. The Robt. D. Sharp Music Company, Employer, and The Hartford Acc. & Ind. Co., Insurer, Respondents.**

The claimant, an old man, was injured by a fall upon the ice while going from his residence to his place of work. The evidence disclosed the fact that the injured employe had a workshop at home for his own convenience as well as at the place of business of his employer. He was not required to, but was permitted to take work home. The Commission found that he was not injured by an accident arising out of and in the course of his employment and that he was not performing services arising out of and in the course of his employment, and compensation was denied.

Reversed by District Court, City and County of Denver. Appealed to Supreme Court, decision of Commission sustained and District Court reversed.

**Acc. No. 19,267, Claim No. 3,259. In the Matter of P. T. Caesar. Claimant, vs. Pueblo Cemetery Association, Employer, and The Fidelity & Casualty Company, Insurer, Respondents.**

Commission finds that employe while driving from his residence to his work in his own rig was injured in a runaway off of employer's premises. Compensation was denied.

**Acc. No. 19,530, Claim No. 3,077. In the Matter of William H. Dalby, Claimant, vs. The Rocky Mountain Parks Transportation Company, Employer, and The Hartford Accident & Indemnity Company, Insurer, Respondents.**

Claimant was instructed by a superior officer to come to Denver for the purpose of returning to Estes Park, a car belonging to the company, which was in Denver; that after having been given such instructions he requested that he be allowed to spend Sunday and the following Monday in Denver, and to return Tuesday morning, and his request was granted, subject to the right of his employer to call him in the meantime should be deem it necessary. When a few miles out of Denver, the car he was in, while the chauffeur was attempting to pass a car coming from the opposite direction, overturned, crushing the bones in the foot and ankle of claimant. The Commission finds that said accident arose out of and in the course of his employment. Compensation awarded during disability.



**Acc. No. 20,081, Claim No. 3,529. In the Matter of George Lopez, Claimant, vs. Alliance Alfalfa Hay Company, Employer, and New York Fidelity & Guarantee Company, Insurer, Respondents.**

George Lopez was employed in the capacity of President of the Company and as such, was the executive officer of Company. Commission finds that on Sunday it became necessary that the said Lopez in his capacity of President of the company should come to Denver to his office to take up matters concerning the company with one of his subordinates, and after said Lopez arrived in front of the office building, and stepped from his automobile, he slipped on the pavement, breaking his right ankle. Ordinarily the rule is that employes are not entitled to compensation for injuries sustained while going to and from work. The Commission is of the opinion, however, that in the case of executive officers who have no definite working hours and are subject to the call for duty at any time, while on a special call of duty as in this case are covered by the Act. Compensation was granted at the rate of \$8.00 per week during temporary total disability and \$100.00 medical attention.

**Acc. No. 12,569, Claim No. 1,913. In the Matter of the Death of Victor Helburg, Mary Helburg, Widow, in Behalf of Herself and Three Minor Children, Dependents, Claimants, vs. Town of Louisville, Employer, and State Compensation Insurance Fund, Insurer, Respondents.**

Decedent was appointed ex-officio water and street commissioner, Deputy Marshal and Town Clerk of the Town of Louisville. That for some time prior to the 26th day of October, 1915, one Frank Ballistre was engaged in peddling fruit and vegetables in the Town of Louisville contrary to ordinance, in furtive but not open violation thereof, and had been warned by said Victor Helburg to desist from such practice or take out the necessary license. On October 28th, decedent demanded that Ballistre take out license or stop peddling. Becoming angry, Ballistre fired twice at decedent with a high-power rifle, killing him instantly. The Commission finds from the evidence that the State Compensation Insurance Fund was not the insurer of the Town of Louisville; that the premium of the Town of Louisville for insurance in the State Fund was never paid and necessary action for collection of same had not been taken. Therefore there is no liability on part of State Fund. The Commission further finds that Victor Helburg was killed by an accident arising out of and in the course of his employment, but that accident was "intentionally inflicted by another," therefore no recovery under 1915 Act.

**Acc. No. 16,384, Claim No. 3,347. In the Matter of Marcelion Maestos vs. The Primos Chemical Company, Employer, and The Ocean Accident & Guarantee Corporation, Limited, Insurer, Respondents,**



Commission finds that the claimant while working as a mucker picked up a blasting cap out of a muck pile and put it in his pocket, and while so doing he was following the instructions of his employer. That in accordance with said instruction he deposited said blasting cap in the proper place provided by the employer. That on the following morning he found some black substance in his pocket which proved to be fulminate of mercury, and while testing said substance to find out what it was, it exploded in his fingers blowing off the ends of the thumb and first finger of the right hand. Held accident arose out of and in the course of employment, compensation granted.

**Acc. No. 20,241, Claim No. 2,433. In the Matter of the Death of Ike Valdez, Barbareta Valdez, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Ideal Fuel Company, Employer, and the Employers' Mutual Insurance Company, Insurer, Respondents.**

Ike Valdez had finished his day's work in the mine and in coming out attempted to ride out of the mine on the trip, when he was caught by the cars and timber, thrown to one side, and sustained injuries which resulted in death. Commission finds that the said Valdez violated a rule of the company prohibiting riding trips, and also orders of the rope rider in charge; that it was the rule of the company, notice of which was posted at the entrance of the mine that employees should not ride the trip. Valdez knew of the rule and wilfully violated same. Commission finds that it was not necessary for the said Valdez to ride said trip in order to come out of the mine as a man-way was provided in a separate slope. Commission finds that the decedent was not performing services arising out of and in the course of his employment and therefore claim is denied.

#### ATTORNEYS' LIENS

**Acc. No. 10,113, Claim No. 1,984. In the Matter of Joe Chavez, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured.**

Commission finds there was no necessity for intervention of an attorney as The Colorado Fuel & Iron Company requested a lump sum settlement and did not dispute liability. Attorney's lien denied.

#### BURDEN OF PROOF

**Acc. No. 17,425, Claim No. 3,244. In the Matter of Thomas Gordon, Claimant, vs. The Denver Union Water Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.**

Commission finds that claimant was struck on the head while working in a gravel pit, for the Denver Union Water Company. It is claimed by the claimant that he was disabled on account of



said accident and suffered permanent disability. The Commission finds that this man is suffering from arterio-sclerosis and senile dementia. The Commission finds that there is no casual connection between the accident and the disability.

**Acc. No. 10,239, Claim No. 1,563. In the Matter of the Death of John Stacks, Sophronia Stacks, Widow, Claimant, vs. The Dillon-Box Iron Company, Employer, and the Globe Indemnity Company, Insurer, Respondents.**

Upon rehearing the Commission finds that claimant has not sustained the burden of proving that the alleged accident was the proximate cause of death, by a clear preponderance of evidence.

**Acc. No. 1,843, Claim No. 420. In the Matter of Nick Leberos, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

Compensation was granted the injured workman at the rate of \$8.00 per week until such time as a medical examination should disclose the employe's ability to return to work. Contention of the insurer that the injured employe persisted in injurious and unsanitary practice, which prevented his recovery, was not sustained by the evidence. It was held that where an employer or insurer claims that the injured employe persisted in unsanitary and injurious practice which injured or retarded his recovery, the burden of proof was on the employer or insurer.

**Acc. No. 900, Claim No. 80. In the Matter of the Death of Claude Pepper, Mae Pepper, His Widow, in Behalf of Herself and Lillian Claudine Pepper, Minor Child, Dependents, Claimants, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondents.**

The deceased sustained a severe cut in the palm of the right hand, which resulted in becoming infected, from which the deceased died. The employer claimed that the death was contributed to by the action of the deceased in refusing to follow the attending physician's report. The Commission ruled that this was a special defense and that the burden of proof was upon the employer and that compensation be granted the widow and minor child at the rate of \$8.00 per week.

**Acc. No. 902, Claim No. 10. In the Matter of the Death of Matt Glinsek, Alias Matt Nolan, Frances Glinsek, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Golden Cycle Mng. & Red. Co., Employer, Self-Insured, Respondent.**

The deceased died while emerging from a comminutor while in the employ of the Golden Cycle Mng. & Red. Company. The Commission held that the burden of proving an accident was upon the claimant and that this burden had not been discharged, and the claimant was denied compensation for herself and minor children. Dissenting opinion by Commissioner Williams.



**VIOLATION SAFETY RULES AND REGULATIONS**

**Acc. No. 1,187, Claim No. 215. In the Matter of Alex Manoff, Claimant, vs. The National Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

The injured man was instructed by his employer not to touch a trip of cars of coal, and in violation of the rule attempted to shove one of the cars when another struck him on the elbow causing him to sustain a fracture of the left wrist. The injured was disabled for work for a period of 8 weeks. The Commission held that he was guilty of a violation of a reasonable safety rule and that his compensation be reduced 50%. An award was entered for compensation for a period of five weeks at the rate of \$8.00 per week or \$40.00, which was reduced 50%, making a total of \$20.00.

**Acc. No. 1,227, Claim No. 56. In the Matter of the Death of Adam Cimala, Johannah Cimala, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

Compensation was granted widow of the deceased and her two minor children at the rate of \$6.00 per week for not less than six years or not to exceed the aggregate sum of \$1,890.72. It was ruled in this case that where a miner knowingly and voluntarily exposes himself to the falling of a defective roof, which is inspected, and found to be so defective, that a miner of common prudence should deem unsafe, his negligence is to be held wilful and that he is guilty of a wilful violation of a reasonable safety rule laid down for his protection. That wilfulness cannot be imputed to a miner, but must be actually proven by a clear preponderance of evidence. That the burden of proof is upon the employer to prove any of the conditions set forth under Section 61 of the statute that are set up as a defense. It was found, as a fact, that the evidence in this case did not sustain the claim of the company.

**Acc. No. 7,373, Claim No. 1,114. In the Matter of the Death of Fred L. Norman, Charles L. Norman, His Father, Mattie L. Norman, His Mother, Laura Norman, His Sister, Todd Norman, Nelson Norman, John J. Norman, Edward L. Norman, His Brothers, Dependents, Claimants, vs. The Primos Mng. & Mlg. Company, Employer, and The Ocean Acc. & Guar. Corp., Insurer, Respondents.**

Fred L. Norman was killed while riding in a bucket; he came in contact with a plank which broke his neck, killing him instantly. He left dependent upon him his mother and several brothers and a sister, minors. The employer and the insurance company claimed that the deceased wilfully violated a reasonable safety rule. The Commission found that while the safety rule



had been promulgated it had been repeatedly violated with the knowledge of the company and by its officers and superintendent of the company. It was held that where a safety rule is not enforced and becomes habitually violated with the knowledge and consent of the company, the safety rule becomes abrogated and the employer is liable for the full amount of compensation.

**Acc. No. 19,233, Claim No. 2,973. In the Matter of the Death of David Kerr, Anna Kerr, His Mother, Dependent, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

Compensation reduced 50% on account of violation of safety rule. Compensation granted for 312 weeks at \$6.32, amounting to \$1,971.84.

**Acc. No. 14,009, Claim No. 2,152. In the Matter of the Death of Martin Kink, Marie Kink, His Widow, In Behalf of Herself and Three Minor Children, Dependents, Claimants, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

Compensation reduced 50% as said Martin Kink wilfully violated a reasonable safety rule in that he did not use a prop puller. There is a rule of the mine that no props should be pulled without prop pullers. That he had been instructed to use one by his superintendent. He refused to use the prop puller because he thought he was just as safe using an axe. Compensation at the rate of \$4 per week for 312 weeks, not to exceed \$1,248.

**Acc. No. 18,655. In the Matter of William Gavin, Claimant, vs. The Denver Tramway, Employer, Self-Insured, Respondent.**

Commission finds that claimant wilfully refused to use safety device. Compensation reduced 50% for loss of thumb.

**Acc. No. 22,012, Claim No. 3,602. In the Matter of the Death of David H. Reese, Ruth Reese, His Widow, in Behalf of Herself and Two Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.**

The Commission finds that the decedent while working for the Victor-American Fuel Company at the Hastings Mine No. 2, Hastings, Colorado, on April 27, 1917, wilfully violated and failed to obey a reasonable safety rule adopted by his employer for the safety of their employes, in that, the said David H. Reese disassembled his safety lamp in said mine so that the naked flame thereof was exposed, and had in his possession in said mine twenty-two matches, all in violation of a reasonable safety rule adopted by said employer. Compensation reduced 50%. Said violation caused the explosion which resulted in his death and that of 120 others.



**Acc. No. 17,330, Claim No. 2,702. In the Matter of the Death of John Sullivan, Rose Sullivan, His Widow, in Behalf of Herself and Two Minor Children, Dependents, Claimants, vs. City of Colorado Springs, Employer, Respondent.**

Commission finds that said John Sullivan wilfully violated reasonable safety rule in that he worked on the city gravel pit and broke the ground from the bottom instead of the top, thereby pulling part of the bank down on him, after the superintendent had instructed him not to work from the bottom. Compensation reduced 50%. \$8 per week for 214½ weeks, not to exceed \$1,716.

**Acc. No. 22,127, Claim No. 3,900. In the Matter of the Death of Guadalupe Alamillo, Locario Alamillo, His Widow, in Behalf of Herself and Two Minor Children, Dependents, Claimants, vs. The Wooton Land & Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

Decedent was injured by an accident arising out of and in the course of his employment, while working for the above-named employer at the Turner Mine, Wooton, Colorado, by having a large pot of rock fall out of the mine roof, striking said Alamillo on the back. The Commission finds that the accident was not caused by the decedent's wilful failure to obey a reasonable safety rule adopted by the employer for the safety of his employes, to keep props within 3 feet of face of coal. The Commission finds that the said Alamillo at the time he was injured and prior thereto, had performed his work in propping the roof of that portion of the mine where he was working in accordance with the instructions as given said Alamillo, and that at the time that said accident occurred a prop was within three feet of the face of the coal. The claim that compensation should be reduced 50% for the failure to obey a reasonable safety rule is denied. Compensation granted at \$5.495 per week, for a period of 6 years, or a total sum of \$1,719.93.

### COVERAGE

**Acc. No. 1,377, Claim No. 72. In the Matter of John Kolbek, Claimant, vs. The Colorado Realty & Amusement Company, Employer, and The London Guar. & Acc. Company, Insurer, Respondents.**

The injured workman lost a portion of two fingers in the course of his employment. The Colorado Realty & Amusement Company claimed that while he had originally been their employe, that they had transferred him to one J. W. Miller. J. W. Miller claimed that he was an employee of the Amusement Company. While there was some evidence of a transfer, the Commission found that the injured employe had not been informed of such transfer. It was held that an employer cannot avoid liability under the Act by transferring an employe to another



employer without informing the employe of the change. Compensation was granted the injured man against the Colorado Realty & Amusement Company and its insurer, the London Guar. & Acc. Company.

**Acc. No. 5,809, Claim No. 1,348. In the Matter of Anton Segatta, Claimant, vs. The Bates Leasing Company, Employer, and The Ocean Acc. & Guarantee Corp., Insurer, Respondents.**

The injured employe was substituting for a friend and during the first few hours of his employment was injured, breaking his leg half way between the ankle and the knee. It was held that where an employer accepts an employe by allowing him to go to work in the place of another employe that he is liable for any injury which the employe may sustain. Compensation granted at the rate of \$8.00 per week during disability.

**Acc. No. 7,045, Claim No. 1,148. In the Matter of Moses Mason, Claimant, vs. The Coffin Packing & Provision Company, Employer, and the Market Company, Employer, and The London Guar. & Acc. Co., Insurer, and The Globe Indemnity Company, Insurer, Respondents.**

The injured employe was employed by the Coffin P. & P. Company and was sent to the place of business of the Market Company of Denver for the purpose of installing and operating a refrigerator plant. While in the course of his duties, a barrel upon which he was standing tipped over, causing him to fall and break his right arm at the shoulder. The insurance companies insuring both of the above-named employers each disclaimed liability, claiming that the other was liable for compensation. The Commission after hearing the case, decided that the employe was employed by the Coffin P. & P. Company, and entered its award as against the Coffin P. & P. Co., and its insurer, the London Guar. & Acc. Company to pay compensation at the rate of \$8.00 per week during disability, together with necessary medical and surgical attention during the first thirty days following the date of the accident and not to exceed the sum total of \$100.00.

(NOTE: This case has been appealed to the District Court of the City and County of Denver.) Commission's award reversed by District Court and the Globe Indemnity Co. held liable (See Sec. 43 (4) of Statute.)

### DEPENDENCY

**Acc. No. 798, Claim No. 15. In the Matter of the Death of Lucas Lopez, Irineo Lopez, His Father, and Gregoria Lopez, His Mother, Dependents, Claimants, vs. The Colorado Fuel & Iron Co., Employer, Self-Insured, Respondent.**

The deceased, Lucas Lopez, was injured by an accident arising out of and in the course of his employment, by being crushed under a fall of rock, resulting in instant death. The father and



mother who survived him, claimed compensation. The Commission found that neither the father nor the mother were dependent in any manner whatsoever upon the said son for support and ordered a payment to the extent of \$100.00 for funeral expenses. It was decided in this case that where a parent received contributions from his child, solely for the purpose of accumulating an estate, when he is not actually dependent upon the said child for the necessities of life, there is no dependency within the meaning of the Workmen's Compensation Law. The word "dependency" involves the element of necessity.

**Acc. No. 21,947, Claim No. 3,623. In the Matter of the Death of Frank Dolan, Josephine Dolan, His Mother, Claimant, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.**

Commission finds that decedent gave his mother \$20 to \$25 per month, which was for his board, dependency not shown.

**Acc. No. 22,004, Claim No. 3,638. In the Matter of the Death of Joe Leyba, Josefinta Leyba Orivi, Mother, Claimant, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.**

Commission finds that claimant is amply supported by husband; and contributions alleged to have been made were for board. Claim for dependency denied.

**Acc. No. 5,941, Claim No. 768. In the Matter of the Death of Fred Stiffler, Sadie Stiffler, Widow, in Behalf of Herself and Three Minor Children, Dependents, Claimants, vs. The Lakes Mining & Milling Company, Employer, and The Travelers' Insurance Company, Insurer, Respondents.**

Commission finds that Henry, son of Fred Stiffler, deceased, has reached the age of 18, and he is not mentally or physically incapacitated from earning. In accordance with Section 4, (f) VI (2), share of minor child is cut off when he reaches the age of 18 years.

**Acc. No. 8,838, Claim No. 1,381. In the Matter of the Death of Ziska Heilman, Samuel Heilman, Father, Claimant, vs. The Philadelphia Mines Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.**

Commission finds that claimant was not dependent upon the decedent at the time of his death or for a reasonable time prior thereto, having ample income of his own for family's support. Compensation denied.

**Acc. No. 12,428, Claim No. 1,907. In the Matter of the Death of Wm. LaSalle, Regina LaSalle, Widow, Rosie LaSalle, Mother, Michael LaSalle, Father, Four Brothers and One Sister, De-**



**pendents, Claimants, vs. The Big Lake Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

Commission finds that the mother, father, three brothers and sister are partially dependent to the extent of 7-15 of total dependency; Pasquale LaSalle, brother, aged 19, not dependent. Commission finds that Regina LaSalle, widow, was at the time of his death not cohabiting with him as man and wife, as they had signed an agreement whereby for the sum of \$300, paid by William LaSalle, she agreed that separation should continue until such time as they should by mutual consent agree to become reconciled. Commission finds there has never been an agreement to cohabit as man and wife. Claim denied. As concerns the question of whether the employer was insured at the time of the accident, the Commission finds that the receipt of the check tendered by the employer to the insurer in payment of the premium due and the deposit of said check in the bank by the Employers' Mutual Insurance Company constituted payment under the policy of the amounts due thereunder, and that said policy was thereby continued in full force and effect and that the Employers' Mutual Insurance Co. is liable under its said policy. Compensation of \$6.36 per week for 145.4 weeks granted to father, mother, three brothers and one sister, not to exceed \$926.00.

**Acc. No. 11,262, Claim No. 1,752. In the matter of the Death of E. W. Bruner, Goldia Bruner, Widow, in Behalf of Herself and Two Minor Children, Dependents, Claimants, vs. The Utah Fuel Company, Employer, Self-Insured, Respondent.**

On March 10, 1917, the Commission entered an award finding that Goldia Bruner married one A. J. Allen and that her share of the compensation terminated in accordance with the terms of the law, and that payments be made in behalf of minor children to Mrs. A. J. Allen. Thereafter there was filed with the Industrial Commission, a certified copy of an order of the County Court charging that the minor children are dependent and neglected children and should be committed to the State Home for dependent and neglected children, and that they are committed into the care of Catharine Allen. Compensation was granted at the rate of \$23.12 per month until terms of award are complied with to be paid to Catharine Allen for the sole use and support of said minor children.

**Acc. No. 10,106, Claim No. 1,578. In the Matter of the Death of Gust Misseris, His Father and Mother, Dependents, Claimants, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.**

Commission finds partial dependents are entitled to four times the amount contributed by deceased during year immediately preceding death, or sum of \$1,668. Foreign dependents residing in Greece are entitled to one-third of \$1,668 or \$556.



**Acc. No. 14,348, Claim No. 2,521. In the Matter of the Death of George H. Hendricks, Clarence Hendricks, His Father, His Mother and Sister, Dependents, Claimants, vs. Charles Wathen & Company, Employer, and The Aetna Life Insurance Company, Insurer, Respondents.**

Compensation denied as parents cannot be said to be dependent upon the earning of a minor child, if the contribution made by him from his earnings is less than expense incurred by parents for his board, lodging and clothes.

Appealed to District Court; finding of Commission sustained.

**Acc. No. 21,967, Claim No. 3,814. In the Matter of the Death of Severino Diaz, Matias and Valentino Diaz, Minor Children, by Rufino Torres, Their Next Friend, Lupita Rodarte and Her Minor Child, Trinidad Diaz, Dependents, Claimants, vs. The Victor-American Fuel Company and The Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.**

Commission finds that the said children of Rufina Torres and Severino Diaz, namely Matias and Valentino Diaz, were illegitimate children, as the evidence shows that the said Rufina Torres was not the common-law wife of the said Severino Diaz, and had refused to marry him. The Commission finds that the said Rufina Torres had not lived with or been supported by the said Severino Diaz for six years prior to his death. The Commission finds that the minor child of Severino Diaz and Lupita Rodarte, Trinidad Diaz, was the illegitimate child of Severino Diaz, as said Lupita Rodarte admitted at the hearing that she was not married to said Severino Diaz and could not marry him as she had a husband living from whom she was not divorced. Further, that the term "minor child," as used in the Workmen's Compensation Act, does not include illegitimate children. Claims denied.

**Acc. No. 21,995, Claim No. 3,795. In the Matter of the Death of Edward Atwood, Mary Atwood, Widow, in Behalf of Herself and a Posthumous Child; Mary Atwood, Minor Child, by J. F. Santistevan, Her Duly Appointed Guardian, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.**

One J. F. Santistevan, has been duly appointed guardian of Mary Atwood, minor child, living apart from her stepmother. Ordered by the Industrial Commission that the widow, Mary Atwood, be paid \$4.00 per week for a period of six years, not to exceed the sum of \$1,248. Provided, however, that if a posthumous child be born to said Mary H. Atwood, from and after the birth of said posthumous child, The Employers' Mutual Insurance Co. pay to the said Mary H. Atwood the sum of \$5.33 per week and



continuing during the period of this award; that the Employers' Mutual Insurance Company and Victor-American Fuel Company pay to the said J. F. Santistevan, guardian of the minor child, Mary Atwood, the sum of \$4.00 per week for a period of six years; Provided, however, that in the event of a posthumous child being born to Mary Atwood from and after the birth of the child, said payments to the guardian shall be reduced to \$2.67 per week instead of \$4.00, and shall continue not longer than six years from the 27th day of April, 1917.

**Acc. No. 18,570, Claim No. 2,852. In the matter of The Death of John Keeran, Maggie Keeran, Widow, Claimant, in Behalf of Herself and Minor Child, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.**

Compensation granted for six years at \$8.00 per week, not to exceed the sum of \$2,500. Compensation denied to two children of widow by a former marriage.

**Acc. No. 22,006, Claim No. 3,599. In the Matter of the Death of Ben Valdez, Irene Valdez, Widow, in Behalf of Herself and Two Minor Children and Juanita Valdez, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.**

Commission finds that the said Irene had been divorced from the decedent and had not been supported by him since the separation; Juanita Valdez was not the wife, common law or otherwise. Compensation denied to both. \$8.00 per week for six years granted to minor children.

**Acc. No. 22,009, Claim No. 3,639. In the Matter of the Death of Jeff Jones, Sarah Jones and Ammie Jones, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.**

Commission finds that while Ammie Jones, widow, was not living with the said Jeff Jones at the time of his death, there was no voluntary separation and compensation was granted for 6 years at \$8.00 per week. Commission finds that Sarah Jones was not the wife of Jeff Jones, common law or otherwise. Compensation denied.

**Acc. No. 21,939, Claim No. 3,566. In the Matter of the Death of George F. Brown, Nancy Brown, Mother, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.**

Commission finds that the claimant, Nancy Brown, mother of the decedent, supported herself solely with her own earnings and labor. The said George Brown left home in July, 1913, and



that up until the time of his death, he furnished nothing toward the support of the claimant, Nancy Brown, except one dollar. Compensation denied.

**Acc. No. 21,945, Claim No. 3,570. In the matter of the Death of Aaron T. Brown, Nancy Brown, Mother, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.**

Commission finds that the deceased left home in July, 1913, and that up until the time of his death he furnished nothing towards the support of said claimant, Nancy Brown, except \$3.00 on May 25, 1916, and \$50.00 on February 22, 1917. The Commission finds that said sums were voluntary contributions as gifts from the deceased and not for her support. Compensation denied. Order to pay undertaker \$75.00.

**Acc. No. 1,642, Claim No. 137. In the Matter of the Death of Charles E. Lynch, Cora M. Lynch, His Widow, in Behalf of Herself and Two Minor Children, Dependents, Claimants, vs. The C. E. Walker Contracting Company, Employer, and The Aetna Life Insurance Company, Insurer, Respondents.**

The deceased, an employe of the C. E. Walker Contracting Company of Denver, employed under a contract of hire entered into in the State of Colorado, was killed while traveling between Afton, Wyo., and Montpelier, Idaho, while in the course of his employment. The question that arose in this case was whether the employe while in Wyoming was covered by the Workmen's Compensation Law of Colorado. The Industrial Commission held in the affirmative, granting compensation to the widow for six years at the rate of \$8 per week, or \$2,500. A rehearing was requested by the insurance company and denied by the Industrial Commission, whereupon the case was appealed to the District Court and after being argued and submitted, the award of the Industrial Commission was reversed with directions to enter an award denying compensation on the ground that the Workmen's Compensation Law of Colorado has no extra territorial effect. This case has been appealed to the Supreme Court.

### FACIAL DISFIGUREMENT

**Acc. No. 447, Claim No. 20. In the Matter of C. A. Jones, Claimant, vs. The Sunnyside Coal Mng. Company, Employer, and the London Guarantee & Accident Company, Insurer, Respondents.**

Claim for compensation for facial disfigurement disallowed. The Commission found that employe was not seriously "permanently disfigured about the face." RULED: That a disfigurement must, in order to be subject to compensation, impair earning capacity or ability of employe to get other work.



**Acc. No. 1,927, Claim No. 504. In the Matter of William Earhart, Claimant, vs. The Electric Automatic Appliance Company, Employer, and The Aetna Life Insurance Company, Insurer, Respondents.**

Claim for facial disfigurement was denied on the ground that claimant's facial disfigurement was not serious within the meaning of the terms used in the Compensation Law. In this case it was held that the word "serious" means such facial disfigurement as will hinder or prevent the injured man from securing other employment or will necessarily hinder him in the present course of his employment.

**Acc. No. 7,637, Claim No. 1,286. In the Matter of C. O. Palmer, Claimant, vs. The Vindicator Consolidated Gold Mining Company, Employer, and The United States Casualty Company, Insurer, Respondents.**

The injured man received a broken nose thru an accident which resulted in no disability to him. He made claim for facial disfigurement. The Commission caused the claimant's photograph to be taken by its physician before a competent photographer. After hearing all of the evidence it found that while the facial disfigurement was permanent it was not serious within the Workmen's Compensation Law. The claim was denied.

**Acc. No. 14,416, Claim No. 2,383. In the Matter of Albert Johnson, Claimant, vs. Hallack & Howard Lumber Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.**

Agreement approved granting compensation at \$8.00 per week for 139 weeks or \$1,112. Lump sum of \$200 in addition for facial disfigurement.

### HERNIA

**Acc. No. 21,345, Claim No. 3,393. In the Matter of Philip Bioldo-lillo, Claimant, vs. T. H. Foley Lumber Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.**

Commission granted compensation at the rate of \$5.00 per week during disability, \$100.00 medical and hospital expenses and \$50 special operating fee. Petition for rehearing filed and on rehearing claim was denied on the ground that claimant claimed to have suffered a hernia, but had not proven the essentials of Sec. 52 (1).

**Acc. No. 17,695, Claim No. 2,711. In the Matter of James W. Phillips, Claimant, vs. City and County of Denver, Employer.**

Claimant was employed as a laborer working on slag pile. While wheeling slag, the employe fell off the incline, he suffered an accidental strain which resulted in inguinal hernia on left



side. Said hernia was not in existence prior to the time of the accident, and its appearance was accompanied by pain. Employee elected to be operated. Compensation was granted at rate of \$8 per week during disability, together with \$50 operating fee and hospital fee of \$49.80.

**Acc. No. 26,824, Claim No. 4,644. In the Matter of Burton B. Cole, Claimant, vs. The Denver Omnibus & Cab Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.**

The claimant, while pushing an automobile to the rack to be cleaned, suffered a rupture which resulted in an inguinal hernia on the left side. That the hernia is of recent origin; that its appearance was accompanied by pain; that it was immediately preceded by some accidental strain suffered in the course of his employment; that it did not exist prior to the date of the accident. Said employee elected to be operated. Claimant is entitled to special operating fee of \$50 and hospital expenses for the first 30 days, not exceeding \$100, and compensation at \$6.88 per week during disability.

### HORSE-PLAY AND FOOLING

**Acc. No. 7,431, Claim No. 1,279. In the Matter of Joseph C. Golithly, Claimant, vs. The Koenig Merc. Company, Employer, and The Aetna Life Insurance Company, Insurer, Respondents.**

The claimant was fooling with a third party who kicked him, causing him to sustain a hernia. It was ruled that when an accident resulted from horse-play or "fooling" it does not arise out of and in the course of employment. Compensation denied.

### INTENTIONALLY INFLICTED INJURIES

**Acc. No. 8,828, Claim No. 1,484. In the Matter of the Death of William H. Cabler, Ellen K. Cabler, His Widow, Dependent, Claimant, vs. Denver Union Stock Yards Company, Employer, and The London Guar. & Acc. Company, Insurer, Respondents.**

The deceased was shot and killed with felonious intent by two men when he attempted to arrest them for an attempted hold-up. His widow claimed compensation. It was ruled that under Section 8, Senate Bill No. 99, Chapter 179, Session Laws of 1915, that where an accident is intentionally inflicted by another, that compensation must be denied. An award was entered denying compensation.

**Acc. No. 20,957, Claim No. 3,448. In the Matter of Edmund Pilling, Claimant, vs. The Morey Mercantile Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.**



Commission finds that the claimant and one Mr. Sniffen, were sitting opposite one another at the same desk, and there existed between them a feud. Sniffen struck Pilling five times on the jaw, breaking same. Evidence discloses that the said Sniffen intended to hit the said Pilling, and compensation was therefore denied.

### LUMP SUM SETTLEMENTS

**Acc. No. 132, Claim No. 335. In the Matter of Joe Koroly, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.**

Extent of disability cannot at this time be determined as claimant is suffering a permanent total disability, and in accordance with former award is to receive payment for life. There can therefore be no lump sum settlement as amount is not capable of determination. Lump sum denied. Appealed to District Court; Commission sustained.

### OCCUPATIONAL DISEASE

**Acc. No. 11,747, Claim No. 2,129. In the Matter of William Wood, Claimant, vs. Sutton, Steele & Steele M. M. & M. Company, Employer, and Hartford Accident & Indemnity Company, Insurer, Respondents.**

Claimant claimed compensation for injury caused by breathing of dust in and about his employer's plant. The Commission found that the man's disability was due to chronic bronchitis, which was brought on by gradual breathing of dust into the lungs or bronchial tubes; that the disability of the claimant was due to an occupational disease. The Commission ruled that occupational diseases are not covered by the Workmen's Compensation Law. Compensation was denied.

**Acc. No. 4,528, Claim No. 836. In the Matter of Sam Virgil, Claimant, vs. Davey & Davey, Employer, and The Ocean Acc. & Guar. Corpn., Insurer, Respondents.**

The injured employe claimed compensation for injuries on account of a rash that broke out on his hands caused by the constant use of soda. The Industrial Commission held that this was an occupational disease and that occupational diseases were not covered by the Colorado act. Compensation was denied.

**Acc. No. 20,764, Claim No. 3,531. In the Matter of Frank Stones, Claimant, vs. The Denver Publishing Company, Employer, and The Ocean Accident & Guarantee Corporation, Insurer, Respondents.**

Commission finds from the evidence that said claimant is suffering from cyanide poisoning, and that as a result of said cyanide poisoning, which was the predisposing cause, nephritis set



up. Commission finds that cyanide poisoning was the proximate cause of the illness complained of in this case and that cyanide poisoning is not an accident but an occupational disease. Compensation denied.

**Acc. No. 23,046, Claim No. 3,802. In the Matter of Narciso Rojas, Claimant, vs. The United States Zinc Company, Employer, Self-Insured, Respondent.**

The Commission finds that the cause of the illness of claimant (paralysis of the left arm and side) is commonly known as "leading" or metal poisoning and is an occupational disease and therefore the claim is denied.

### PROXIMATE CAUSE

**Acc. No. 2,202, Claim No. 326. In the Matter of the Death of Samuel J. Langdon, Edith J. Langdon, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. The Cresson Cons. Gold M. & M. Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.**

The deceased, prior to his death, sustained a fractured skull by having been struck in the head by a steel bar. He was unconscious for several hours, but apparently recovered. A few days later he was stricken with pneumonia, causing his death. The Commission found that there was a direct chain of causation between the fractured skull and the pneumonia and that the blow on the head was the proximate cause of death. The RULE was laid down in this case that where a latent disease is lighted up by an injury, shortening life, that the employe or his dependents are entitled to compensation. Compensation was granted to the widow and minor child for six years at the rate of \$8.00 per week and not to exceed \$2 500.

**Acc. No. 12,290, Claim No. 2,261. In the Matter of William McKenzie, Claimant, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

Claimant sought compensation for the loss of sight of eye from corneal ulcer. It is claimed that while at work on July 21, 1916, a piece of coal flew from claimant's pick, striking the right eye, causing a small wound which eventually became an ulcer. Claimant did not seek medical aid until July 24, 1916. Doctor states claimant told him he had got some dust in his eye. It is undisputed that doctor instructed claimant not to return to the mine and that his instructions were not obeyed. Testimony shows that claimant was in very poor health and that such an ulcer as was found could occur without trauma. Commission finds that claimant violated doctor's instructions and without violation sight of the eye would not have been lost. Commis-



sion further finds that claimant's testimony is wholly discredited by his former statements and by his untruthful testimony and that of his son; that claimant has not sustained the burden of proof by a preponderance of the evidence, that he was injured by an accident arising out of and in the course of his employment nor that accident was the proximate cause of his loss of vision.

**Acc. No. 16,924, Claim No. 2,594. In the Matter of Edward Brandt, Claimant, vs. John Thompson Grocery Company, Employer, and The Standard Accident & Insurance Company, Insurer, Respondents.**

Commission finds that disease claimed for, existed prior to date of alleged accident. Compensation denied.

**Acc. No. 17,331, Claim No. 3,260. In the Matter of Harry Smith, Claimant, vs. The Standard Fire Brick Company, Employer, Self-Insured, Respondent.**

This matter arose upon the claim of Dr. W. H. Campbell, against the Standard Fire Brick Company for services performed for said employe. Commission finds that the said Harry Smith consulted with one Dr. Kelley, some time prior to the accident, who had agreed to cure him of hemorrhoids for the sum of \$50. That neither the injured employe nor the Standard Fire Brick Company had made any contract with either Dr. Kelley or Dr. Campbell subsequent to the accident, to furnish medical services. The evidence of Dr. Campbell shows that he made no charge against the injured workman for services rendered. Commission finds that there is no causal connection between the accident of December 2nd and operation of December 20th; that there was no contract relation between Dr. Campbell and the injured workman or between the Standard Fire Brick Company. Claim denied.

**Acc. No. 10,239, Claim No. 1,563. In the Matter of the Death of John F. Stacks, Sophronia Stacks, His Widow, Dependent, Claimant, vs. The Dillon-Box Iron Works, Employer, and The Globe Indemnity Company, Insurer, Respondents.**

The Commission finds that the said John Stacks was employed by the Dillon-Box Iron Works, as machine helper; that on February 18, 1916, while lifting some heavy shafting, he slipped and strained himself, sustaining an injury across the right side of the abdomen. He became physically disabled shortly after and continued to fail until May 29, 1916, when an operation was to be performed. While under the anaesthetic and before the operation, Stacks died. Prior to the operation an X-ray picture revealed an obstruction in the transverse colon. Two hours after death an autopsy was performed which revealed the diagnosis of the X-ray picture was correct. Commission finds that there was no inflammation of the gall bladder, cause of death was an obstruction of the transverse colon about two inches be-



hind the hepatic flexure caused by bands of inflammation and adhesions. Commission finds from medical testimony that said accident of February 18, 1916, was not the proximate cause of his death. Compensation denied. Appealed to District Court.

**Acc. No. 15,089, Claim No. 2,394. In the Matter of the Death of Thomas F. Dalton, Ellen Dalton, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. The West Chemical Manufacturing Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.**

Thomas Dalton, decedent, died on June 25, 1916, as a result of a disease known as pneumonia and oedema of the lungs, that evidence fails to establish occurrence of any accident arising out of and in the course of his employment, proximately causing said disease. Compensation denied.

**Acc. No. F-977, Claim No. F-284. In the Matter of William McKenzie, Claimant, vs. The Shirley Hotel, Employer, and The State Compensation Insurance Fund, Insurer, Respondents.**

Said William McKenzie claimed to have been injured by an accident arising out of and in the course of his employment, while performing services arising out of and in the course of his employment, by stumbling over a rug which caused an acute attack of endocarditis. The Commission finds from the evidence that the said William McKenzie had been suffering for several years with a double lesion of the mitral orifice of the heart; that said disease is of long standing, having been caused by severe attacks of articular rheumatism, when he was about 4 years old. That the alleged accident which he claims to have occurred in October had no effect upon his present condition, and that he is not entitled to compensation. Compensation denied.

**Acc No. 9,766, Claim No. 1,552. In the Matter of Pietro Passini, Claimant, vs. The American Smelting & Refining Company, Employer, Self-Insured, Respondent.**

Passini was injured by an accident arising out of and in the course of his employment, by being bruised about the body. He and his employer entered into an agreement whereby he was to receive compensation at \$6.50 per week during disability. Thereafter on December 8, 1916, Commission found claimant was suffering from traumatic neurosis and estimating its continuance awarded him compensation to January 5, 1917. On February 16, 1917, a further hearing was held as to the continuance of disability and Commission made a ruling continuing compensation on condition that Passini go to the hospital to be cured. On April 7th the Commission denied further compensation by reason of Passini's refusal to obey this order. May 29th a hearing was held on the claimant's petition for rehearing and at said hearing further relief was denied. No petition for rehearing was filed,



but claimant appealed to the District Court where demurrer was filed on the ground that claimant had not asked for rehearing. Case appealed to Supreme Court where it is now pending.

**Acc. No. 14,203, Claim No. 2,195. In the Matter of Robert M. Dunlap, Claimant, vs. The Mountain States Tel. & Tel. Co., Employer, Self-Insured, Respondent.**

That Robert M. Dunlap was injured by an accident arising out of and in the course of his employment, while working for the above-named employer as Section Patrolman, while riding in his automobile about 24 miles from Greeley, the front wheel collapsed throwing the said Robert M. Dunlap from the machine, which resulted in a rupture of small intestines and a hemorrhage of the mesenteric artery, on September 27, 1916, death resulting two hours after the accident. That the accident was the proximate cause of the death of said Robert M. Dunlap. Compensation of \$2,500 granted to widow and child.

**Acc. No. 14,448, Claim No. 2,284. In the Matter of James W. Hays, Claimant, vs. The Caribou Mines & Mills, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.**

From testimony of physicians who operated, Commission finds that the disability was the result of former appendicitis operation followed by peritonitis. Compensation denied.

**Acc. No. 8,858, Claim No. 1,322. In the Matter of Joe Silvio, Claimant, vs. The American Smelting & Refining Company, Employer, Self-Insured, Respondent.**

Claimant compensated for partial disability due to one hernia on right side, and additional compensation because of a previously existing hernia aggravated by this accident; \$5.62 per week for 133 weeks, or a total of \$750.00; 15% ordered paid to attorney of claimant for attorney's fees.

**Acc. No. F-1,066, Claim No. F-320. In the Matter of Thomas Cochran, Claimant, vs. Adams County, Employer, and The State Compensation Insurance Fund, Insurer, Respondents.**

Commission finds claimant recovered from accident complained of and is now suffering from paresis. Compensation denied.

**Acc. No. 13,551, Claim No. 2,522. In the Matter of John Mohin, Claimant, vs. The National Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

Commission finds claimant lost sight of eye on account of a septic ulcer resulting from an accident he claims to have suffered on August 28, 1916. On September 10, 1916, he consulted a physician, who found a foreign body in the eye and an ulcer. Commission finds from medical testimony that a septic ulcer develops



within 48 hours after accident, and that the condition of claimant's eye was not caused by the occurrence complained of. Compensation denied.

**Acc. No. 20,458, Claim No. 6,118. In the Matter of Matilde Juarez, Claimant, vs. The Jeffreys Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

Commission finds that the claimant has failed to prove that any accident occurred on or about February 17, 1917, and has also failed to prove that the attack of pneumonia from which the claimant suffered in the month of March, 1917, was of traumatic origin or was in any manner caused by an injury or accident sustained by the claimant in the course of his employment and that his claim should be denied.

**Acc. No. 12,383, Claim No. 1,898. In the Matter of the Death of A. E. Tracy, Laura Tracy, His Widow, Claimant, vs. The C. G. Carlson Ice Cream Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.**

The decedent was found dead on floor of refrigerator. Had been in excellent health for a few months before the accident. Only mark on body was a contusion on the head near the bone of the eye and on opposite side of skull was a blood clot where there had been a cerebral hemorrhage. Post mortem showed thymus gland persistent. Commission finds that death was caused from hemorrhage of brain, which was caused by the fall in a manner unknown, and blow on forehead. Compensation granted at \$8 per week for 312 weeks, not to exceed \$2,500. Petition for rehearing denied.

**Acc. No. 17,176, Claim No. 2,624. In the Matter of the Death of John Yates, Bella Yates, His Widow, in Behalf of Herself and Five Minor Children, Dependents, Claimants, vs. The Huerfano Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

Said John Yates on December 6, 1916, at about 2:00 o'clock p. m., helped one Joe Alires to put a derailed car back on the track, that he inserted a prop under the car as a lever, the prop swung around and struck Yates on the left side of the chest. He reported the accident to the superintendent, stating that he feared he had broken his rib, whereupon he was told to consult medical aid, which he did not do. That Yates worked on the following Thursday and Friday, doing his regular work and climbing a hill each morning to go to work and descending same on return. That on the evening of Friday, December 8th, the said Yates got home at 4:00 o'clock in the afternoon and went out between four and five o'clock to call at the home of some Slavish people, from which place he returned and went to the house of one John Tee. The Commission finds from the evidence that he was intoxicated while at the house of Tee and that he left the house in care of his



daughter. He was taken into the house and put on a couch, shortly after which he quit talking and became quiet. That an hour or so afterward his wife, attracted by a noise made by the deceased, found him to be unconscious and sent for a physician. The Commission finds from the evidence that while the said John Yates did sustain an accident that there is no causal connection between the accident and the death of the said John Yates. Appealed to District Court.

**Acc. No. 20,589, Claim No. 3,318. In the Matter of the Death of Dewey Wheeler, Henrietta Wheeler, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. The Market Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.**

While performing duties of a meat cutter, said Wheeler, when attempting to throw a quarter of beef on a block, slipped and the shank of beef struck him in the right side, immediately over the right lobe of the liver. The Commission finds from the evidence that the said Dewey Wheeler would not have died as soon as he did had it not been for the blow, and that the blow in all probability aggravated the existing cancer to such an extent that the death was caused sooner than would have otherwise occurred from the cancer alone. Compensation granted at \$8 per week for six years, not to exceed \$2,500.00. Appealed to District Court.

**Acc. No. 21,096, Claim No. 3,322. In the Matter of the Death of John Sked, Martha Sked, His Mother, Claimant, vs. The Park Floral Company, Employer, and The Ocean Accident & Guarantee Corporation, Insurer, Respondents.**

Decedent got thorn pricks or scratches from a rose bush, in the left index and left middle fingers, and said fingers became infected with streptococcic infection which resulted in a pulmonary embolism, and caused his death. Compensation granted of \$5.10 per week for 312 weeks, not to exceed \$1,591.20.

**Acc. No. F-1,280, Claim No. F-390. In the Matter of the Death of A. W. Slingerland, Lillian Slingerland, His Widow, in Behalf of Herself and Two Minor Children, Dependents, Claimants, vs. Colorado School of Mines, Employer, and The State Compensation Insurance Fund, Insurer, Respondents.**

Commission finds from the evidence that A. W. Slingerland while working in the experimental plant of the Colorado School of Mines at Golden, Colorado, received an electric shock while putting a plug in the electric switchboard to connect the motor for the running of the Chilean Mill, which consisted of a flash which temporarily blinded the said Slingerland, but that said Slingerland died from meningitis, resulting from grippe or catarrhal germs and not from said accident. Compensation denied.



**Acc. No. 14,137, Claim No. 2,909. In the Matter of Albert E. Ebbert, Claimant, vs. Swift & Company, Employer, Self-Insured, Respondent.**

Commission finds that strain caused heart trouble and that he was suffering from pyorrhea, which may have weakened the heart muscles. Claimant ordered to submit to treatment by dentist furnished by Swift & Company, provided competent physician certifies that he is in a physical condition to stand extraction of teeth, and compensation shall be suspended during refusal. Compensation of \$7.50 per week during period that he is unable to work.

**Acc. No. 4,041, Claim No. 536. In the Matter of the Death of A. C. Weaver, Louise Weaver, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Mountain Motor Fuel Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.**

Commission finds that the decedent while employed by the Mountain Motor Fuel Company was burned on different parts of the body by an explosion. Commission further finds that the proximate cause of the death of the said A. C. Weaver was due to abscessed or ruptured appendix and that the death of the said Weaver was not caused by the accident previously sustained. Compensation denied. Appealed to District Court.

**Acc. No. 16,829, Claim No. 2,579. In the Matter of the Death of J. R. Walton, Alice Walton, His Widow, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.**

The Commission finds that the decedent became ill on June 5th and that said illness was caused by an attack of appendicitis, and was not caused by an accident. Said decedent was operated and as a result of said operation was found to be suffering from appendicitis and an obstruction of the bowels. Compensation denied.

### SPECIFIC INDEMNITY

**Acc. No. 1,176, Claim No. 233. In the matter of Norman Simpson, Claimant, vs. The Great Western Sugar Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.**

Award for 16 weeks at the rate of \$7.00 per week for the loss of two fingers. It was ruled that whenever an employe loses more than one member under the specific indemnity section of the statute that the amounts contained in said section are cumulative.



**TEMPORARY PARTIAL**

**Acc. No. 14,195, Claim No. 573. In the Matter of John Leyden, Claimant, vs. The Mine & Smelter Supply Company, Employer, and Standard Accident Insurance Company, Insurer, Respondents.**

Employee returned to work in another capacity, earning same wages. Compensation denied for temporary partial disability.

**LIGHTNING**

**Acc. No. 22,773, Claim No. 3,790. In the Matter of Oscar E. Davis, Claimant, vs. The Johnstown Threshing Company, Employer, and The Ocean Accident & Guarantee Corporation, Insurer, Respondents.**

While employed in hauling grain to the threshing machine in the field with a team of horses and a wagon, he was struck by lightning, as a result of which claimant was burned about the body and suffered permanent loss of hearing in both ears, 45% in left ear and 85% in right ear, making an average loss in both ears of 65%. 65% of 139 weeks allowed for total deafness in both ears, or 90.35 weeks at \$5.36 per week. Held lightning stroke was an accident within the Compensation Act.

**WEEKLY WAGE**

**Acc. No. 8,772, Claim No. 1,353. In the Matter of the Death of Nick Mazzacco, Elizabeth Mazzacco, His Widow, Dependent, Claimant, vs. Louisville Coal & Land Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

Commission finds that the average daily wage of said employee was \$4.30, that the average number of days worked by any employee in the same or most similar occupation in the same or neighboring localities was 191.5 days; that the average annual earnings of said Nick Mazzacco were \$833.45, and that the average weekly wage was \$15.83, and that his widow is entitled to compensation for 312 weeks at the rate of \$7.91 per week, not to exceed an aggregate sum of \$2,467.92.

**CONTRACT**

**Acc. No. 19,018, Claim No. 3,348. In the Matter of F. W. Meyers, Claimant, vs. The Colorado Alfalfa Meal & Milling Company, Employer, and The Standard Accident Insurance Company, Insurer, Respondents.**

Commission finds that claimant entered into a contract with the Colorado Alfalfa Meal & Milling Company whereby he was hauling alfalfa from various farmers who had sold it to the company. By virtue of said contract said F. W. Meyers was to re-



ceive compensation for services for himself and team, a certain stated sum per ton per mile. Commission finds that claimant could work when he pleased and could stop when he pleased and the only direction the company exercised over his work was to direct the places from which the hay was to be hauled. Claimant had right of option to hire as many men as he chose, although he did not do so. Commission finds that said F. W. Meyers was not an employe within the meaning of the Workmen's Compensation Law. Compensation denied.

**Acc. No. 11,071, Claim No. 1,328. In the Matter of the Death of Thomas S. Thomas, Hannah Thomas, His Widow, Dependent, Claimant, vs. The Portland Gold Mining Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.**

Commission finds from evidence and according to the terms of the lease that said Thomas L. Thomas could employ men to work for him, subject to certain conditions and was not on company's payroll. Compensation denied.

### INDEPENDENT CONTRACTORS

**Acc. No. 7,082, Claim No. 1,002. In the Matter of the Death of James O'Neil, Annie O'Neil, His Mother, Dependent, Claimant, vs. The Anderson Tunnel Company, Employer and Clark H. Weaver, Employer, and The Maryland Casualty Company, Insurer, Respondents.**

Commission finds from the evidence that Weaver and associates had the right to, and did contract the details of the work in the same manner after the contract was entered into as before; that the work of driving the tunnel was the main business operations of Weaver and associates as far as we are here concerned; that is to say the same was not "casual;" that Larson and O'Neil were not "independent contractors;" that O'Neil and O'Meara at the time of the accident which resulted in their deaths were employes of Weaver and associates and that the only effect of said contract was to change the wage scale from day's wages as ascertained so much per foot, that said employes were performing services arising out of and in the course of their employment. Compensation granted at \$8 per week for 312 weeks, not to exceed \$2 500. Appealed to District Court, decision reversed. Now in Supreme Court.

### DISABILITY

**Acc. No. 16,030, Claim No. 3,657. In the Matter of Louis Carboni, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.**

Claimant suffered 10% permanent total disability. Said Louis Carboni was 35 years of age and his expectancy is 19.468 years,



\$8 per week for 19.468 years is \$809.86, figured at the rate of 4% interest, in one lump sum.

**Acc. No. 6,744, Claim No. 1,077. In the Matter of James A. Robinson, Claimant, vs. E. I. DuPont de Nemours & Company, Employer, Self-Insured, Respondent.**

October 26, 1916, the case was heard and an award entered granting the claimant the sum of \$500 for facial disfigurement and compensation at the rate of \$6.72 per week until permanent disability could be ascertained. The Commission finds upon rehearing that sum of \$500 facial disfigurement is excessive and should be reduced to \$200. Commission finds that the claimant was disabled 5 4-7 weeks, and entitled to compensation for 2 4-7 weeks at \$6.72. Commission finds there is a possibility that there may be an impairment of eyesight and that scars involved may become cancerous. Case should be continued one year for purpose of determining whether disability may develop from these two causes.

**Acc. No. 9,247, Claim No. 1,471. In the Matter of Oscar L. Johnson, Claimant, vs. Spratlen-Anderson Mercantile Company, Employer, and The Standard Accident Indemnity Company, Insurer, Respondents.**

Another employe was breaking up pieces of concrete on the employer's premises, a small piece was broken off and struck the claimant in the left eye. Prior to this accident the claimant was suffering from chronic trachoma in both eyes, resulting in a reduced vision equal to 1-11 of normal vision. Claimant has suffered no disability for working purposes as he was employed by the same firm and at the same wage as before accident, and in a higher grade of employment. He is entitled to such proportionate amount of compensation as \$7 per week for 104 weeks, as the diminution of vision that he actually suffered in this eye by reason of the accident bears to total blindness which the Commission finds to be 1-11: he was entitled to compensation at the rate of \$7 per week for 9 5-11 weeks, to-wit: the sum of \$66.20; that having paid Oscar Johnson \$147, and having furnished proper and necessary medical attention required under the Law, there is due and owing from said claimant to said respondent the sum of \$80.80.

### PERMANENT PARTIAL DISABILITY

**Acc. No. 7,102, Claim No. 1,026. In the Matter of Thomas Pier, Claimant, vs. The Leyden Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

At the age of Thomas Pier, he has an expectancy of 21.12 years, if he were permanently totally disabled, the present value of his reasonable expectancy expressed in the terms of \$8 per



week would be \$8,785.92, suffered 25% total disability which would amount to \$2,196.48. Commission finds as before expressed in award 139 of Industrial Commission, that the maximum of the law for permanent partial disability is \$2,080. Compensation granted at the rate of \$8 per week until \$2,080 is paid. Appealed to District Court.

**Acc. No. 5,598, Claim No. 1,105. In the Matter of Louis Ryckovic, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.**

That the said Louis Ryckovic was injured by an accident arising out of and in the course of his employment, while working for the above-named Company at Morley, Colorado, which resulted in 50% loss of use of right foot. Compensation granted for 52 weeks at \$8 per week.

**Acc. No. 2,726, Claim No. 2,048. In the Matter of John Gracey, Claimant, vs. The Coffin Packing & Provision Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.**

Minimum of \$5 per week applies to temporary disability and to the specific indemnity schedule while there is no minimum limit under partial disability. Former award confirmed.

**Acc. No. 1,670, Claim No. 268. In the Matter of Joe Valencich, Claimant, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.**

Claimant is permanently partially disabled resulting in the impairment of the earning capacity equal to \$16 per week. Claimant is granted compensation at the rate of \$8.00 per week for a period of 260 weeks or until the sum of \$2,080 is paid, being the maximum amount allowed by the law for such injuries as suffered by the said Joe Valencich.

### MEDICAL ATTENTION

**Acc. No. 17,695, Claim No. 2,711. In the Matter of James W. Phillips, Claimant, vs. The City and County of Denver, Employer, Respondent.**

Upon rehearing, Commission finds there is a standing arrangement between employer and employe under which the City furnishes free hospital, medical and surgical attention and service and employe may avail himself of such medical and surgical services without expense—within the limits of law—said employer has done its full duty under the Law. The fact that Section 52 provides for a special operating fee of \$50 does not necessarily imply that the injured person may have a particular physician unless there is no special medical arrangement. In this case the representative of the City offered free service, of the hospital for the hernia operation and stated that the claimant might have



his own physician. In this particular case, the Commission thinks it equitable for the City to make adjustment of the fee of this physician, but the legal rights of the City are clear under Section 50—it has done all it was required to do—and hereafter the present medical arrangement of the City must be considered satisfactory to all its employees—unless an agreement is otherwise made, as clearly appears in this case.

**Acc. No. 9,766, Claim No. 1,552. In the Matter of Pietro Passini, Claimant, vs. The American Smelting & Refining Company, Employer, Self-Insured, Respondent.**

Employer offered to secure for employe hospital accommodations at some reliable hospital and would furnish competent and skillful medical attention and would pay him compensation during disability. Commission finds offer just and if claimant shall not accept such offer of medical and hospital treatment, compensation shall cease.

**Acc. No. 18,249, Claim No. 3,100. In the Matter of George C. Orr, and Dr. Stanley Eichberg, Claimants, vs. Orr-Walworth Foundry Company, Employer, and Southern Surety Company, Insurer, Respondents.**

Bill of \$75 of Dr. Eichberg allowed as reasonable, together with \$10 for X-rays and \$7.50 for hospital attention, making a total of \$92.50.

### JURISDICTION

**Acc. No. 13,767, Claim No. 2,170. In the Matter of John Bates, Claimant, vs. Herbert Knipper and Mary McKenzie, Employers, Respondents.**

Commission has been advised by Attorney General of Colorado, that in cases where the employer is subject to the act but has not complied with the insurance provisions thereof, the Industrial Commission has no jurisdiction. Case now pending in District Court will determine this question.

**Acc. No. 18,489, Claim No. 2,824. In the Matter of Theodore P. Barnhardt, Claimant, vs. Morris L. Radetsky, Doing Business Under the Firm Name and Style of "Colorado Iron & Metal Company."**

Where the employer is subject to the act, but has not complied with the insurance provisions, the Industrial Commission has no jurisdiction.

**Acc. No. 12,085, Claim No. 1,843. Joe Adamo vs. Brown Bros.**

Adamo was killed after employer accepted act, but before insurance was effected. Held not within jurisdiction of Commission. Now pending in District Court of City and County of Denver.



**Acc. No. 2,005, Claim No. 167. In the Matter of Donald Munro and Maud Munro, Minor Children, Claimants, vs. Animas Forks Mining & Milling Company, Employer, and M. I. Arms and J. B. Warner, and The London Guarantee & Accident Company, Insurers, Respondents.**

Commission finds that deceased had formerly been employed by M. I. Arms and J. B. Warner, who were insured with the London Guarantee & Accident Company, but at the time of the accident was employed by the Animas Forks M. & M. Company. The Commission finds that the Animas Forks M. & M. Company did not have four or more employees at the time of the accident, regularly employed in the same business, and the Commission has no jurisdiction. Claim denied.

**Acc. No. 4,690, Claim No. 2,532. In the Matter of John E. Witte, Claimant, vs. The City and County of Denver, Respondent.**

Commission finds from its records that no claim was filed within the year from the date of accident. Compensation denied as Commission has no jurisdiction because of failure of claimant to make claim within one year from date of accident.

**Acc. No. 13,214, Claim No. 2,432. In the Matter of Fanny Kitzes, Claimant, vs. The Colorado Garment Mfg. Company, Employer, and The Standard Accident Insurance Company, Insurer, Respondents.**

Claimant was a minor 14 years old. At time of employment or at any time thereafter until after date of injury she did not have actual knowledge or notice that the Colorado Garment Mfg. Co. had accepted the provisions of the act; that she made no election to accept or reject the act; nor had anyone made such election acting for and in her behalf. No coverage. Compensation denied.

**CLAIM No. 137.**

**Death of Charles Lynch, Cora M. Lynch, Claimant, vs. C. E. Walker Contracting Co., Employer, and The Aetna Life Insurance Co., Insurer.**

Commissioner awarded compensation in the maximum sum of \$2,500 to the dependents. Appealed to the District Court of the City and County of Denver. The decision of the Industrial Commission was reversed, the Court holding that our act did not apply to injuries sustained by employe outside the state, and that employe was not performing services arising out of and in the course of his employment at the time of the injury. Appealed by the Industrial Commission to the Supreme Court, case has now been submitted on briefs, and is awaiting decision.



## AWARDS

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(State Compensation Fund Cases are designated by "F.")

Acc. No. F-45, Claim No. F-12. Oscar Davis, Domingo Mng. & Mlg. Co., State Compensation Insurance Fund, \$176.00; 22 weeks, \$8.00 a week.

Acc. No. 151, Claim No. 2. Angela Cardinale, Colorado Fuel & Iron Co., \$2,500.00; \$8.00 per week, 6 years.

Acc. No. F-20, Claim No. F-7. Peter J. McNulty, The Mary Murphy Gold Mining Co., \$1,112.00; 139 weeks, \$8.00 per week.

Acc. No. 447, Claim No. 20. C. A. Jones, The Sunnyside Coal Mng. Co., The London Guar. & Acc. Corp. Compensation denied.

Acc. No. 82, Claim No. 16. Amelia Matiodam, Victor-American Fuel Co., Employers' Mutual Insurance Co., \$2,500.00; \$8.00 per week for 6 years.

Acc. No. 83, Claim No. 17. Lew Williams, The Yak M. M. & T. Co., The London Guarantee & Accident Co., \$2,500.00; \$8.00 per week for 6 years.

Acc. No. 111, Claim No. F-11. F. A. Fisher, The Crystal River Mng., Mlg. & Power Co., State Compensation Insurance Fund, \$2,500.00; \$8.00 per week, 6 years.

Acc. No. 521, Claim No. 99. Barnett Friedman, The Old Homestead Bread Company, London Guar. & Acc. Co. 104 weeks.

Acc. No. 742, Claim No. 12. James H. Constantine, The Last Dollar Mng. & Dev. Co., London Guar. & Acc. Co., \$2,500.00; \$8.00 per week for 6 years.

Acc. No. 319, Claim No. 1. Mrs. Minna Brunton, The Yak M. M. & T. Co., London Guar. & Acc. Co., \$2,500.00; \$8.00 per week for 6 years.

Acc. No. 743, Claim No. 13. Charles L. Ellison, The Last Dollar Mng. & Dev. Co., The London Guar. & Acc. Co., \$2,500.00; \$8.00 per week for 6 years.

Acc. No. 302, Claim No. 7. Cliff Bingoff, The Curtis Coal Co., The Employers' Mutual Ins. Co. Compensation denied.



Acc. No. 846, Claim No. 22. Richard D. Murry, The Aztec Coal Mng. Co., The Employers' Mutual Ins. Co., \$946.00. Death of son.

Acc. No. 859, Claim No. 119. Kim Eleaff, Big Four Coal & Coke Co., The Employers' Mutual Ins. Co. 10 3/7ths weeks; 50% reduction.

No. 1,510, Claim No. 232. John Q. Adams, G. M. Meeks, The Ocean Acc. & Guar. Corp'n. 52 weeks, \$8.00 per week.

Acc. No. 1,333, Claim No. 195. Albert Vean, The Pepper Meat Co., The Ocean Acc. & Guar. Corp'n. Compensation denied.

Acc. No. 3,287, Claim No. 369. J. L. Calmes, Edmund J. Lesser, London Guar. & Acc. Co., \$2,340.00; \$7.50 per week for 6 years.

Acc. No. 1,373, Claim No. 347. Thomas Brown, The Monument Valley Fuel Co., The Employers' Mutual Ins. Co. Compensation denied.

Acc. No. 1,627, Claim No. 100. Joseph John, Canon Coal Mng. Co., \$100.00 medical attention; \$8.00 per week from August 20 to December 1.

Acc. No. 370, Claim No. 219. Jim Strous, The Colorado Fuel & Iron Co., \$88.50; \$5.90 per week for 15 weeks.

Acc. No. 275, Claim No. 307. Harry Elder, The Minnequa Coal Co., The Ocean Acc. & Guar. Corp., \$32.00; \$8.00 per week for 4 weeks.

Acc. No. 1,647, Claim No. 109. Harry Stamos, The Colorado Fuel & Iron Co., \$833.33; one-third of dependency.

Acc. No. 280, Claim No. 14. Thos. H. Cabler, The Hollis & Platte Horse Co., The Hartford Acc. & Ins. Co. 13 weeks at \$7.00 per week.

Acc. No. 1,191, Claim No. 402. H. O. Seip, The Moffat Coal Co., The Employers' Mutual Ins. Co. Compensation denied.

Acc. No. 4,835, Claim No. 610. William Bennett, The Vindicator Cons. Gold Mng. Co., The United States Casualty Co., \$2,500.00; \$8.00 per week for 6 years.

Acc. No. 2,293, Claim No. 225. John Cane, The Campbell-Sell Baking Co., The Employers' Mutual Ins. Co., \$5.00; \$3.78 per week for 13 1/4 weeks.

Acc. No. 5,974, Claim No. 780. Louis Gallegos, The Colorado Fuel & Iron Co., \$2,500.00; \$8.00 per week for 312 weeks.



Acc. No. 3,406, Claim No. 897. Fred E. Setzer, The Great Western Sugar Co., The London Guar. & Acc. Corp. \$8.00 per week for 9 weeks.

Acc. No. 5,488, Claim No. 703. Marianna Chavez, San Rafael Hospital, The Ocean Accident & Guar. Corp. \$50.00 for facial disfigurement.

Acc. No. 4,745, Claim No. 546. L. H. Sherry, The Cresson Cons. Gold M. & M. Co., The London Guar. & Acc. Co., Ltd., \$2,500.00; \$8.00 per week for 312 weeks.

Acc. No. 3,133, Claim No. 287. Louis Trujillo, The Ideal Fuel Co., The Employers' Mutual Ins. Co., \$3.21 for 312 weeks, or \$1,000.00.

Acc. No. 2,726, Claim No. 249. Franz Oblak, The Colorado Fuel & Iron Co., \$833.33; one-third dependency, foreign country.

Acc. No. 105, Claim No. 31. Harry Martin, The Carbon Coal & Coke Co. \$8.00 per week for two years, one-third dependency, foreign country.

Acc. No. F-335, Claim No. F-84. I. N. Robinson, The County of Ouray, State Compensation Insurance Fund, \$2,500.00; \$8.00 per week for 6 years.

Acc. No. 4,210, Claim No. 460. Charles A. Peters, Mountain Motor Fuel Co., The London Guar. & Acc. Co., \$1,872.00; \$6.00 per week for 6 years.

Acc. No. 6,475, Claim No. 884. W. A. Stolebarger, George H. Wooley, The Royal Indemnity Co. Compensation denied.

Acc. No. 6,457, Claim No. 890. S. Martinovich, The Moffat Coal Co., Employers' Mutual Insurance Co. Compensation denied.

Acc. No. 1,924, Claim No. 379. Giovanni Mascone, The Colorado Fuel & Iron Company, \$75.00; facial disfigurement.

Acc. No. 5,979, Claim No. 861. Arthur Hines, E. W. Parsons, The Hartford Acc. & Ind. Co. \$6.49 during disability.

Acc. No. F-380, Claim No. F-89. Andrew Whalen, Downtown Mng. Co., State Compensation Insurance Fund., \$2,500.00; \$8.00 per week, 6 years.

Acc. No. 4,781, Claim No. 560. Pete Ors, The Colorado Fuel & Iron Co. Compensation denied.

Acc. No. 3,296, Claim No. 365. William Maslin, The Denver Dry Goods Co., The London Guar. & Acc. Co. 17 25-100 weeks at \$5.00 per week.



Acc. No. 4,278, Claim No. 818. L. S. Erwin, The Great Western Sugar Co., The London Guar. & Acc. Co. 10 weeks at \$7.35 per week.

Acc. No. 6,453, Claim No. 1,075. William Weiner, The Central Market & Delicatessen Co., \$24.73; \$5.77 per week for 4 2-7 weeks. \$15.00 for medical attention.

Acc. No. 2,689, Claim No. 259. Peter Di Giacomo, The Colorado Fuel & Iron Co. \$8.00 per week for two years (foreign dependents).

Acc. No. 2,159, Claim No. 294. Mike Frankoff, The Rocky Mt. Fuel Co., The Employers' Mutual Ins. Co. Compensation denied.

Acc. No. 1,374, Claim No. 403. Thomas Orbath, The Rocky Mt. Fuel Co., The Employers' Mutual Ins. Co. \$5.00 per week for 104 weeks.

Acc. No. 6,018, Claim No. 785. Phillip Cardella, The Rocky Mt. Fuel Co., The Employers' Mutual Ins. Co. 1-3 of \$400.00, \$133.33 to brother; \$440.00 to father (foreign dependents).

Acc. No. 3,465, Claim No. 556. George E. Eason, The Garbutt Leasing Co., The London Guar. & Acc. Co. Compensation denied.

Acc. No. 7,077, Claim No. 1,199. John Willie, James McGeorge. \$7.53 during disability, \$30.00 medical attention.

Acc. No. 1,240, Claim No. 151. Lelia Witteman, The Troy Laundry, The Ocean Acc. & Guar. Corp. Nine weeks at \$5.00 per week.

Acc. No. 5,499, Claim No. 700. B. W. Stiles, The Grand Junction M. & F. Co., The Employers' Mutual Ins. Co., \$1,104.48; 158 weeks at \$7.08 per week.

Acc. No. 7,163, Claim No. 1,036. Pablo Trujillo, The Colorado Fuel & Iron Co., \$5.91 per week for six years, or total of \$1,847.04.

Acc. No. 26, Claim No. 574. E. F. Lannon, The Arkansas Valley Ry. Lt. & Power Co., The Fidelity & Casualty Co. of New York. \$8.00 per week for 35 weeks and 2½ weeks additional.

Acc. No. 1,647, Claim No. 109. Harry Stamos, The Colorado Fuel & Iron Co. Application for lump sum settlement granted.

Acc. No. 518, Claim No. 199. Gregorio Perez, The Colorado Fuel & Iron Co. Application for lump sum settlement denied.

Acc. No. 56, Claim No. 182. Tom Kyrizis, The Colorado Fuel & Iron Co. \$6.25 for 104 weeks or total of \$650.00. Lump sum granted.



Acc. No. 555, Claim No. 126. John Psihas, The Victor-American Fuel Co., The Employers' Mutual Ins. Co. \$8.00 per week for 104 weeks.

Acc. No. 538, Claim No. 60. Roy Kimbal, The Great Western Sugar Co., The London Guar. & Acc. Co. 6 weeks at \$7.20 per week and \$1.15 during temporary partial disability.

Acc. No. 6,123, Claim No. 1,254. Herbert R. Morris, The Morey Merc. Co., The Globe Indemnity Co. Compensation granted.

Acc. No. 6,447, Claim No. 876. J. T. Hinman, Swift & Co. \$8.00 per week during disability.

Acc. No. 8,177, Claim No. 1,202. Rafael Guitierrez, The Colorado Fuel & Iron Co. Compensation denied.

Acc. No. 5,794, Claim No. 756. George Bucho, The Colorado Fuel & Iron Co., \$1,862.64; \$5.97 per week for 6 years.

Acc. No. F-464, Claim No. F-123. Charles L. Geisel, The Colorado Power Co., The State Compensation Insurance Fund. \$8.00 per week for 6 years.

Acc. No. 3,659, Claim No. 767. Tony Malto, The National Fuel Co., The Employers' Mutual Ins. Co. \$7.81 for 17 3-7 weeks.

Acc. No. 518, Claim No. 199. Gregorio Perez, The Colorado Fuel & Iron Co., \$8.00 per week for 215 5-10 weeks, or total of \$1,724.00.

Acc. No. 2,159, Claim No. 294. Mike Frankoff, The Rocky Mt. Fuel Co., The Employers' Mutual Ins. Co. Compensation denied.

Acc. No. 6,447, Claim No. 876. J. T. Hinman, Swift & Co. Petition for rehearing granted.

Acc. No. 243, Claim No. 19. William A. Boyd, The Cripple Creek Drainage & Tunnel Co., The London Guar. & Acc. Co., Ltd. Lump sum settlement denied.

Acc. No. 4,781, Claim No. 560. Pete Ors, The Colorado Fuel & Iron Co. Application for rehearing denied.

Acc. No. 82, Claim No. 16. Amelia Matioda, The Victor-American Fuel Co., The Employers' Mutual Ins. Co. Application for lump sum settlement denied.

Acc. No. F-276, Claim No. F-60. Mrs. J. M. Stephens, Wellman Bros., The State Compensation Ins. Fund. \$5.00 per week for 104 weeks or \$520.00; lump sum settlement in six weeks.



Acc. No. 2,125, Claim No. 648. Fred F. Gazelle, The Great Western Sugar Co., The London Guar. & Acc. Co. 1-10 of 104 weeks, or 10 2-5 weeks at \$8.00 per week.

Acc. No. 1,643, Claim No. 1,096. Forest Hamilton, The Colorado Fuel & Iron Co. 17 3-7 weeks at \$5.85 per week.

Acc. No. 57, Claim No. 30. Frank Rinne, The Colorado Fuel & Iron Co., \$833.33; \$8.00 per week for 2 years, (foreign dependents).

Acc. No. 7,432, Claim No. 1,076. Dimitor Cuncheff, E. I. DuPont de Nemours & Co. \$6.93 per week during disability and special operating fee of \$50.00.

Acc. No. 7,513, Claim No. 1,266. C. W. Wantland, The Hinkle-Dunke Merc. Co., The Hartford Acc. & Ind. Co. Compensation denied.

Acc. No. 8,577, Claim No. 1,275. Chester Pierce, The Colorado Fuel & Iron Co. \$8.00 per week for 100 weeks. Father partially dependent.

Acc. No. 1,850, Claim No. 325. John E. O'Neil, The Cariman Mng. & Mlg. Co., The London Guar. & Acc. Co. \$8.00 per week for 18¾ weeks.

Acc. No. 2,159, Claim No. 294. Mike Frankoff, The Rocky Mt. Fuel Co., The Employers' Mutual Ins. Co. Petition for rehearing denied. Compensation denied.

Acc. No. 6,447, Claim No. 876. J. T. Hinman, Swift & Co. \$8.00 per week for 7 weeks.

Acc. No. 2,364, Claim No. 340. Charles N. Craddock, Agnes Memorial Sanatorium, The London Guar. & Acc. Co. \$8.00 per week for 52 weeks.

Acc. No. 4,929, Claim No. 708. John Massa, The Eagle Mining & Milling Co. \$8.00 per week for 104 weeks. Lump sum granted.

Acc. No. 354, Claim No. 570. G. W. Rogers, The American Beet Sugar Co., The Frankfort General Insurance Co. Lump sum settlement.

Acc. No. 6,187, Claim No. 824. Harry Stamper, The Great Western Sugar Co., The London Guar. & Acc. Co. \$7.50 per week for 240 weeks. (Father and mother partially dependent.)

Acc. No. 1,240, Claim No. 151. Lelia Witteman, The Troy Laundry, The Ocean Accident & Guar. Corp. 31.2 weeks at \$5.00 per week.



Acc. No. 9,234, Claim No. 1,411. Fritz Oscar Nelson, The Vindicator Gold Mining Co., The United States Casualty Co. \$8.00 per week for six years.

Acc. No. 8,487, Claim No. 1,625. George W. Barthiaume, The Mazda Mining Co., The Globe Indemnity Co. \$8.00 per week for 104 weeks.

Acc. No. 9,620, Claim No. 1,551. T. M. Pudenza, The French Flag Mining & Milling Co., The Globe Indemnity Co. 104 weeks at \$8.00 per week.

Acc. No. 9,368, Claim No. 1,420. James Keating, J. W. Myers & D. S. Boyd, The London Guar. & Acc. Co. \$8.00 per week for six years.

Acc. No. 8,196, Claim No. 1,272. Paul Buzan, The Bogue-Wensley Lead Co., The Ocean Acc. & Guar. Corp. \$5.40 per week for 7 weeks.

Acc. No. 8,107, Claim No. 1,283. Leander J. Brewer, Pike's Peak Floral Co., The Hartford Accident & Indemnity Co. 7 6-7 weeks, and \$150.00 medical attention.

Acc. No. 9,694, Claim No. 1,524. Everett Berkley, The O. L. Davis Lumber Co., The Royal Indemnity Co. \$8.00 per week for 6 years.

Acc. No. 4,712, Claim No. 568. Thomas Pembridge, The Leyden Coal Co., The Employers' Mutual Ins. Co. 139 weeks at \$6.50 per week; lump sum settlement granted.

Acc. No. 216, Claim No. 73. Rollo W. Vost, The Portland Gold Mining Co., The London Guar. & Acc. Co. Lump sum settlement granted.

Acc. No. 4,666, Claim No. 538. William Theros, American Smelting & Ref. Co. \$7.21 for 104 weeks, (foreign dependents).

Acc. No. 5,794, Claim No. 756. George Bucho, The Colorado Fuel & Iron Co. Lump sum settlement of 20 monthly payments.

Acc. No. 4,210, Claim No. 460. Charles A. Peters, Mountain Motor Fuel Co., The London Guar. & Acc. Co. \$6.00 per week for 6 years. Lump sum settlement.

Acc. No. 521, Claim No. 99. Barnett Friedman, The Old Homestead Bread Co., The London Guar. & Acc. Co. 104 weeks at \$8.00 per week. Additional sum granted of 104 weeks at \$8.00, and lump sum settlement granted.

Acc. No. 10,695, Claim No. 1,766. Howard Hough, Enz & Orr Foundry Co., The Employers' Liability Assurance Corp'n. 104 weeks at \$5.35 per week.



Acc. No. 7,432, Claim No. 1,076. Dimitor Cuncheff, E. I. DuPont de Nemours & Co. Application for rehearing denied.

Acc. No. 132, Claim No. 335. Joe Karoly, The Colorado Fuel & Iron Co. \$8.00 per week during life of claimant.

Acc. No. 9,464, Claim No. 1,435. John Moran, The Harlan Transfer Co., The United States Fidelity & Guaranty Co. \$100 funeral expenses.

Acc. No. 5,668, Claim No. 731. Ralph A. Mummah, The Cresson Cons. Gold M. & M. Co., The London Guar. & Acc. Co., Ltd. \$8.00 per week for 104 weeks; lump sum granted.

Acc. No. 5,593, Claim No. 736. John W. Hoffer, Yak Mining, Milling & Tunnel Co., The London Guar. & Acc. Co. \$8.00 per week for 104 weeks. Application for lump sum granted.

Acc. No. 216, Claim No. 73. Rollo W. Vost, The Portland Gold Mining Co., The London Guar. & Acc. Co. 139 weeks at \$8.00 per week, for enucleation of eye.

Acc. No. 6,653, Claim No. 1,145. John Bua, The Colorado Fuel & Iron Co. Lump sum settlement denied.

Acc. No. 742, Claim No. 12. James H. Constantine, The Last Dollar Mining & Dev. Co., The London Guar. & Acc. Co. Lump sum settlement denied.

Acc. No. 151, Claim No. 2. Luigi Cardinale, The Colorado Fuel & Iron Co. Lump sum settlement denied.

Acc. No. 5,499, Claim No. 700. B. W. Stiles, The Grand Junction M. & F. Co., The Employers' Mutual Ins. Co. Lump sum settlement denied.

Acc. No. 6,233, Claim No. 850. David W. James, The Vindicator Cons. Gold Mining Co., The United States Casualty Co. \$8.00 per week for 104 weeks, (foreign dependents).

Acc. No. 7,102, Claim No. 1,026. Thomas Pier, The Leyden Coal Co., The Employers' Mutual Ins. Co. 60 4-5 weeks at \$8.00 per week; \$50.00 for facial disfigurement.

Acc. No. 1,836, Claim No. 242. William Lacy, The Rocky Mtn. Fuel Co., The Employers' Mutual Ins. Co. 25 weeks at \$8.00 per week.

Acc. No. F-464, Claim No. F-123. Charles L. Geisel, The Colorado Power Co., The State Compensation Insurance Fund. Commission found Mrs. Geisel only dependent.

Acc. No. 11,140, Claim No. 1,704. Abe S. Diamond, The Cuban Cigar Co., The London Guar. & Acc. Co. \$8.00 per week for six years.



Acc. No. 10,446, Claim, No. 1,601. Q. S. George, Anderson & Benkelman, The London Guar. & Acc. Co. \$8.00 per week for six years.

Acc. No. 12,276, Claim No. 1,890. Anton Mamos, The Colorado Fuel & Iron Co. \$8.00 per week for six years.

Acc. No. 4,668, Claim No. 655. William L. Blum, The American Smelting & Refining Co. \$7.90 for life, and \$500 additional for facial disfigurement.

Acc. No. 4,668, Claim No. 655. William L. Blum, The American Smelting & Refining Co. Application for lump sum settlement denied.

Acc. No. 7,078, Claim No. 1,207. Frank Turner, J. J. Doyle. \$8.00 per week during disability and \$52.50 medical and hospital.

Acc. No. 253, Claim No. 47. F. T. Howard, Frank Taylor, The Globe Indemnity Co. \$8.00 per week for 5 5-7 weeks.

Acc. No. 10,695, Claim No. 1,766. Howard Hough, Enz & Orr Foundry Co., The Employers' Liability Assurance Co. Lump sum settlement granted.

Acc. No. 3,133, Claim No. 287. Louis Trujillo, The Ideal Fuel Co., The Employers' Mutual Ins. Co. Application for lump sum settlement denied.

Acc. No. 3,720, Claim No. 387. Jose Rodriguez, The Colorado Fuel & Iron Co. Application for lump sum settlement denied.

Acc. No. 6,927, Claim No. 1,195. William J. Conway, The Portland Gold Mining Co., The London Guar. & Acc. Co. Application for lump sum settlement denied.

Acc. No. 6,187, Claim No. 824. Harry Stamper, The Great Western Sugar Co., The London Guar. & Acc. Co. Application for lump sum settlement denied.

Acc. No. 3,756, Claim No. 534. George E. Hallman, The Great Western Sugar Co., The London Guar. & Acc. Co. \$8.00 per week for 52 weeks.

Acc. No. 5,413, Claim No. 787. M. E. Kerr, The Great Western Sugar Co., The London Guar. & Acc. Co. Lump sum settlement granted.

Acc. No. 1,510, Claim No. 232. John Q. Adams, G. M. Weeks, The Ocean Acc. & Guar. Corp. Application for lump sum settlement granted.

Acc. No. 5,961, Claim No. 775. Joe Cipollone, The Victor-American Fuel Co., The Employers' Mutual Ins. Co. \$5.04 per week for 104 weeks, (foreign dependent).



Acc. No. 11,262, Claim No. 1,752. E. W. Bruner, Utah Fuel Company. \$8.00 per week for six years.

Acc. No. 5,447, Claim No. 682. Fred Caddell, Turner Coal Co., The Employers' Mutual Ins. Co. \$5.20 per week for six years.

Acc. No. 11,150, Claim No. 1,753. Marion Tannahill, The Colorado Fuel & Iron Co. \$6.98 per week for 104 weeks.

Acc. No. 4,405, Claim No. 654. A. M. Carver, The Phoenix Baking Co., The Ocean Acc. & Guar. Corp. \$8.00 per week for 38 weeks.

Acc. No. 11,631, Claim No. 1,805. John Borella, The Colorado Fuel & Iron Co. \$8.00 per week for six years.

Acc. No. 10,655, Claim No. 1,636. William Schulze, The Mof-fat Coal Co., The Employers' Mutual Ins. Co. \$8.00 per week for 34 2-3 weeks.

Acc. No. 10,021, Claim No. 1,533. Roy North, The Elkton Consolidated M. & M. Co., The London Guar. & Acc. Co. \$8.00 per week for 6 years.

Acc. No. 8,199, Claim No. 1,237. James A. Haney, The Colorado Ice & Cold Storage Co., The London Guar. & Acc. Co., Ltd., \$5.77 per week for 6 years.

Acc. No. 11,514, Claim No. 1,778. L. M. Cottrell, The Great Western Sugar Co., The London Guar. & Acc. Corp. \$6.49 per week for 6 years.

Acc. No. 9,667, Claim No. 1,507. Frank Doublecheck, A. K. McDaniel, Agent, The Ocean Accident & Guar. Corp. \$8.00 per week for 6 years.

Acc. No. 12,443, Claim No. 1,909. James W. Moser, The Elkton Cons. M. & M. Co., The London Guar. & Acc. Co. \$8.00 per week for 6 years.

Acc. No. 11,518, Claim No. 1,807. Frank Morelli, The Colorado Fuel & Iron Co. \$8.00 per week for 6 years.

Acc. No. 5,974, Claim No. 780. Louis Gallegos, The Colorado Fuel & Iron Co. Lump sum settlement denied.

Acc. No. 6,653, Claim No. 1,145. John Bua, The Colorado Fuel & Iron Co. Lump sum settlement granted.

Acc. No. 4,678, Claim No. 539. Thomas Dixon, The American Smelting & Ref. Co. \$6.50 per week for 78 weeks.

Acc. No. 6,233, Claim No. 850. David W. James, The Vindicator Cons. Gold Mining Co., The United States Casualty Co. Application for lump sum settlement granted.



Acc. No. 40,141, Claim No. 536. A. C. Weaver, The Mountain Motor Fuel Co., The London Guar. & Acc. Co. \$300.00 permanent facial disfigurement.

Acc. No. 5,465, Claim No. 1,104. Marion R. Pierce, The London Mines & Milling Co., The London Acc. & Guar. Co. Lump sum settlement granted.

Acc. No. 21,954, Claim No. 3,571. Tom Vlahos, Victor-American Fuel Co., Employers' Mutual Ins. Co., Lloyds' of London. \$8.00 per week for 6 years, not to exceed \$2,496.00.

Acc. No. 21,989, Claim No. 3,591. Bruno Niccoli, Victor-American Fuel Co., Employers' Mutual Ins. Co., Lloyds' of London. \$8.00 per week for 6 years, not to exceed the sum of \$2,496.

Acc. No. 21,981, Claim No. 3,586. Jack Zele, Victor-American Fuel Co., Employers' Mutual Ins. Co., Lloyds' of London. \$8.00 per week for 6 years, not to exceed the sum of \$2,496.00.

Acc. No. 21,109, Claim No. 3,801. Victor Robledo vs. United States Zinc Co., Employer, Self-Insured. Claimant, although duly and legally notified, did not appear; claim dismissed.

Acc. No. 21,060, Claim No. 472. G. Alvaradi vs. United States Zinc Co., Employer, Self-Insured. Claimant, although duly and legally notified, did not appear; claim dismissed.

Acc. No. 17,176, Claim No. 2,624. John Yates vs. Huerfano Coal Co., and Employers' Mutual Insurance Company. Rehearing denied.

Acc. No. 13,465, Claim No. 2,107. Mike Appugliese vs. Colorado Fuel & Iron Company, Employer, Self-Insured. Foreign dependents. Through Robert Ferarri, Italian Vice-Consul, Attorney in Fact, lump sum for \$384.16 granted.

Acc. No. 21,939, Claim No. 3,566. George F. Brown vs. Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Co. and Lloyds' of London. Rehearing denied.

Acc. No. 21,945, Claim No. 3,570. Aaron T. Brown vs. Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Co. and Lloyds' of London. Rehearing denied.

Acc. No. 21,928, Claim No. 3,849. Salvatore Marionni vs. Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.00.

Acc. No. 5,961, Claim No. 775. Joe Cippolone vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. Lump sum of \$91.48 granted.



Acc. No. 27,369, Claim No. 4,781. Sam Daily vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. \$8.00 per week for 6 years, or \$2,500.00.

Acc. No. 10,712, Claim No. 1,967. David Randall vs. Victor-American Fuel Company, and The Employers' Mutual Insurance Co. By agreement claimant granted \$8 per week for 32 weeks, or a sum of \$256. Lump sum of \$32 granted.

Acc. No. 27,856, Claim No. 4,790. Abel Leyba vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. \$8 per week for 6 years, not to exceed \$2,500.

Acc. No. 22,017, Claim No. 3,860. H. J. Millard vs. The Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. \$8.00 per week for 6 years, not to exceed the sum of \$2,500.

Acc. No. 26,629, Claim No. 4,575. George Prine vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. \$8 per week for 6 years, not to exceed \$2,500.

Acc. No. 22,773, Claim No. 3,790. Oscar F. Davis vs. Johnstown Threshing Co. and The Ocean Accident & Guarantee Corporation. Claimant was injured by an accident arising out of and in the course of his employment while performing services for the above-named.

Acc. No. F-1,263, Claim No. F-387. Joseph Groschups vs. Trinidad Elec. Transmission Ry & Gas. Co. and State Compensation Insurance Fund. Rehearing denied. On August 21, 1917, said Louisa Groschups and State Fund entered into an agreement as to the average weekly wages earned by the decedent and the amount of compensation due.

Acc. No. 8,518, Claim No. 1,532. Josef Chriscial vs. The Rocky Mt. Fuel Co. and The Employers' Mutual Insurance Co. By agreement claimant has received 28 1-7 weeks at \$8, total sum of \$202.28; additional compensation granted of 2 6-7 weeks at \$8.

Acc. No. 25,927, Claim No. 4,453. Thomas Everly vs. The Colorado Fuel & Iron Co., Employer, Self-Insured. \$8 per week for 6 years, not to exceed total sum of \$2,500.

Acc. No. 24,234, Claim No. 4,146. Etor Sassatelli vs. Loma Fuel Co. and Employers' Mutual Insurance Co. Award entered for \$75 for funeral expenses.

Acc. No. 21,947, Claim No. 3,623. Frank Dolan vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Rehearing denied.



Acc. No. 23,683, Claim No. 3,962. Thomas Stringer vs. Smugler Leasing Company and The London Guarantee & Accident Co. \$8 per week for 6 years, not to exceed the sum of \$2,500.

Acc. No. 21,345, Claim No. 3,393. Philip Bioldolillo vs. T. H. Foley Lumber Company and The London Guarantee & Accident Co. Rehearing granted.

Acc. No. 23,469, Claim No. 3,909. Jose Wright vs. Jefferys Fuel Company and Employers' Mutual Insurance Co. 30% dependent; 93.6 weeks at \$5, \$92.50 paid to undertaker for funeral expenses.

Acc. No. 21,999, Claim No. 3,595. Steve Antonucci vs. Victor-American Fuel Co., and Employers' Mutual Insurance Co. and Lloyds' of London. \$8 per week for 312 weeks, not to exceed the sum of \$2,496.

Acc. No. 21,953, Claim No. 3,626. Andy Takovic vs. Victor-American Fuel Co., and The Employers' Mutual Insurance Co. and Lloyds' of London. \$8 per week for 312 weeks, not to exceed \$2,496.

Acc. No. 21,995, Claim No. 3,795. Edward Atwood vs. The Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. \$8 per week for 312 weeks, not to exceed the sum of \$2,496.

Acc. No. 9,766, Claim No. 1,552. Pietro Passini vs. American Smelting & Refining Company, Self-Insured. Rehearing denied.

Acc. No. 19,473, Claim No. 2,997. John Schmidt vs. The Rocky Mountain Fuel Company, and The Employers' Mutual Insurance Company. \$8 per week for 312 weeks, not to exceed the sum of \$2,496.

Acc. No. 20,413, Claim No. 3,175. W. S. Rippie vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. \$8 per week for 312 weeks, not to exceed \$2,500.

Acc. No. 18,562, Claim No. 3,552. Joe Chebuhar vs. The Gordon Coal Co., and The Employers' Mutual Insurance Co. 40% loss of sight of left eye. 41.6 weeks at \$5 per week.

Acc. No. 19,927, Claim No. 3,359. Thomas Morgan vs. Odd Fellows' Temple Assn. and The Ocean Accident & Guarantee Corp'n. Commission finds claimant has lost 75% loss of use of right leg, entitling him to 75% of 139 weeks or 104 $\frac{1}{4}$  weeks at \$5 per week.

Acc. No. 9,151, Claim No. 1,526. Guy Johnson vs. Electrical Supply & Construction Co. and the London Guarantee & Accident Co. Commission finds that the claimant has suffered a 25% loss of use of foot at the ankle. 25% of 104 weeks or 26 weeks at the rate of \$8 per week.



Acc. No. 6,214, Claim No. 1,065. Ed Wall vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. \$8 per week for the period of 83.2 weeks for 80% total loss of foot at ankle.

Acc. No. 12,798, Claim No. 3,869. Charles F. Roberts, vs. Gross, Kelley & Company, and The Royal Indemnity Company. The claimant at the hearing filed a written dismissal of his claim against the employer.

Acc. No. 22,396, Claim No. 3,681. W. A. Bell vs. International Fuel Co. and The Employers' Mutual Insurance Co. \$6.76 for 6 years, not to exceed \$2,115.88.

Acc. No. 23,905, Claim No. 4,036. William Gurtner vs. Savoy Hotel Co. and The London Guarantee & Accident Co. Commission finds that the mother is dependent to the extent of .13069. Compensation granted for 40.9 weeks at the rate of \$5.50.

Acc. No. 1,111, Claim No. 6,698. Joe Samora vs. The Temple Fuel Co. and The Employers' Mutual Insurance Company. Commission finds that the claimant has lost 15% of the use of his left leg; 31.2 weeks at \$5, not to exceed \$156.

Acc. No. 13,702, Claim No. 2,379. Tony Torak vs. Huerfano Coal Co. and The Employers' Mutual Insurance Co. By agreement compensation paid for 26 3-7 weeks at the rate of \$5.94, or a total sum of \$157.83; claim for further compensation denied.

Acc. No. F-1,263, Claim No. F-387. Joseph Groschup vs. Trinidad Elec. Trans. Ry. & Gas. Co. and State Compensation Insurance Fund. Compensation for 6 years at \$7.96 per week, not to exceed the sum of \$2,483.52.

Acc. No. 4,462, Claim No. 902. Clinton Twaddell vs. The Western Light & Power Co. and The Ocean Accident & Guarantee Corp'n. Commission finds claimant suffered 10% loss of the use of his left foot, and 20% loss of the use of right foot; compensation granted for 31.2 weeks at \$8 per week, making a total of \$249.60.

Acc. No. 21,934, Claim No. 3,850. John Kresovich vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75; this award shall not be construed to be a limitation on the right of said claimants to make claim nor a determination of whatever amount they may be legally entitled, under the Workmen's Compensation Law.

Acc. No. 21,912, Claim No. 3,617. Jose Valdez vs. Victor-American Fuel Company, and The Employers' Mutual Insurance Co. and Lloyds' of London. \$5.04 per week for 312 weeks, not to exceed sum of \$1,572.48.



Acc. No. 21,975, Claim No. 3,630. Joe Corretich vs. The Victor-American Fuel Company, and The Employers' Mutual Insurance Co. and Lloyds' of London. \$5 per week for 312 weeks, not to exceed sum of \$1,560.

Acc. No. 13,107, Claim No. 2,086. John Juhasz vs. Mutual Coal Co. and Employers' Mutual Insurance Co. Compensation denied to Annie, sister, and father. Compensation award 75% dependency to mother and two sisters. \$6.38 per week for 234 weeks, not to exceed \$1,492.92. Lump sum of \$175 granted.

Acc. No. 8,828, Claim No. 1,484. William Cabler vs. Denver Union Stock Yards and The London Guarantee & Accident Co. Rehearing denied.

Acc. No. F-1,357, Claim No. F-422. John O'Neil vs. The Down-Town Mines Co. and State Compensation Insurance Fund. Compensation granted at rate of \$8 per week for 312 weeks, not to exceed \$2,500.

Acc. No. 20,544, Claim No. 3,221. Frank Zara vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Foreign dependency, 1-3 of 312 weeks or 104 weeks at \$8 per week, not to exceed \$833.33.

Acc. No. 22,986, Claim No. 3,798. Tony Bone vs. Colorado Fuel & Iron Company, Employer, Self-Insured. \$8 per week for 312 weeks, not to exceed \$2,500.

Acc. No. 21,961, Claim No. 3,665. Miguel Mayorga vs. The Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$5 per week for 312 weeks, not to exceed \$1,560.

Acc. No. 21,946, Claim No. 3,664. Alexander Vigil vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. \$5.53 per week for 312 weeks, not to exceed \$1,725.36.

Acc. No. 9,831, Claim No. 1,709. Felix Garcia vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Compensation granted for loss of eye, \$6.20 per week for 104 weeks, not to exceed \$644.80.

Acc. No. 19,475, Claim No. 3,775. Frank Leon vs. Victor-American Fuel Company and The Employers' Mutual Insurance Company. Compensation granted \$8 per week for 7 5-7 weeks, not to exceed \$61.70.

Acc. No. 21,263, Claim No. 3,475. Clarence Hall vs. Kennicott-Patterson Transfer Co. and Georgia Casualty Co. Compensation granted at the rate of \$6.49 for 6 years, not to exceed \$2,024.88.



Acc. No. 13,439, Claim No. 2,091. William Gillette vs. The Rocky Mt. Fuel Company and The Employers' Mutual Insurance Co. Compensation granted for loss of use of arm at shoulder. \$8 per week for 208 weeks.

Acc. No. 20,526, Claim No. 3,530. Francisco Aguilera vs. Pike's Peak Consolidated Fuel Co. Compensation denied.

Acc. No. 5,961, Claim No. 775. Joe Cippolone vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. Foreign dependency \$5.43 per week for 104 weeks, not to exceed \$564.72.

Acc. No. 6,461, Claim No. 898. Emanuel Cimino vs. Arpson Coal Mining Co. and The Employers' Mutual Insurance Co. Compensation granted for 312 weeks at \$5.54 per week, amounting to \$1,729.20. Respondents ordered to pay \$271.84 to O. E. Collins for attorney fees.

Acc. No. 15,240, Claim No. 2,415. Frank Merriek vs. William Mitchells and The Ocean Accident & Guarantee Corp'n. \$8 per week for 312 weeks, amounting to \$2,500.

Acc. No. 9,247, Claim No. 1,471. Oscar L. Johnson vs. Spratlen-Anderson Mercantile Co. and The Standard Accident Insurance Co. Rehearing denied.

Acc. No. 16,923, Claim No. 2,674. H. L. Heckart vs. The Rocky Mt. Fuel Company and The Employers' Mutual Insurance Co. Compensation granted at \$5.83 per week for 11 weeks, or \$64.13.

Acc. No. 21,973, Claim No. 3,628. Mike Cortese vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. \$6.67 per week for 6 years, not to exceed \$2,081.04.

Acc. No. 20,242, Claim No. 3,151. William Kiddie vs. Royal Fuel Co. and The Employers' Mutual Insurance Co. Compensation granted at \$8 per week for 312 weeks, or \$2,500.

Acc. No. 14,348, Claim No. 2,521. George Hendricks vs. Charles Wathen & Company and The Aetna Life Insurance Co. Rehearing denied.

Acc. No. 20,366, Claim No. 3,169. Robert L. Norton vs. Mary McKinney Mining Co. and The London Guarantee & Accident Co. Compensation granted at \$8 per week for 312 weeks, amounting to \$2,500.

Acc. No. 11,589, Claim No. 1,819. Fred Herden vs. Savage Candy Company and The London Guarantee & Accident Co. Rehearing denied.



Acc. No. 10,239, Claim No. 1,563. John H. Stacks vs. Dillon-Box Iron Company, and The Globe Indemnity Co. Rehearing granted.

Acc. No. 10,016, Claim No. 1,822. Peter Kelley vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Compensation granted at \$8 per week for 5 weeks.

Acc. No. 4,887, Claim No. 582. O. L. Darnell vs. Great Western Sugar Co. and The London Guarantee & Accident Co. Agreement specifies \$8 per week for 208 weeks, not to exceed \$1,664. Lump sum granted.

Acc. No. 4,490, Claim No. 885. John Miller vs. Tabernash Lumber Co. and Guardian Casualty & Guarantee Co. Compensation of \$7.21 during temporary total disability and medical, surgical and hospital attention following the first 30 days from date of disability not to exceed \$100.

Acc. No. 14,171, Claim No. 2,189. Alex Martinez vs. The Rocky Mt. Fuel Company and The Employers' Mutual Insurance Co. Compensation awarded for 312 weeks at \$5.25, not to exceed \$1,569.75.

Acc. No. 6,744, Claim No. 1,077. James A. Robinson vs. E. I. DuPont de Nemours & Company, Self-Insured. Rehearing granted.

Acc. No. 17,382, Claim No. 2,758. Ethel Jackson vs. Glass & Bryant Mercantile Co. and The Maryland Casualty Co. Compensation denied, no dependency.

Acc. No. 19,200, Claim No. 2,982. Martin Krogh vs. Boerike, Sowden & Crook and The Ocean Accident & Guarantee Corp'n. Compensation granted at \$8 per week for 312 weeks, not to exceed \$2,500.

Acc. No. 11,262, Claim No. 1,752. E. W. Bruner. Upon remarriage of Goldia Bruner, compensation ceases.

Acc. No. 8,824, Claim No. 1,354. Domenco Nicatero vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Compensation granted at \$8 per week for two years, or aggregate sum of \$833.33 to mother and brothers, residents of Italy, wholly dependent.

Acc. No. 7,079, Claim No. 1,862. John Stanko vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Compensation granted for 78 weeks at \$7.25, or a total of \$565.50.

Acc. No. 15,224, Claim No. 2,414. Emmett Wade vs. Colorado Portland Cement Co. and The Ocean Accident & Guarantee Corp'n. Compensation granted at \$8 per week for 312 weeks or \$2,500.



Acc. No. 7,165, Claim No. 1,037. Clarence E. Stratton vs. Mineral Co. M. & M. Co. and The Ocean Accident & Guarantee Corporation. Compensation granted \$8 per week for 312 weeks, or \$2,500.

Acc. No. 23,236, Claim No. 3,902. John Novsad vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Compensation granted at \$8 per week for 312 weeks or \$2,500.

Acc. No. 22,987, Claim No. 3,799. William Hicks vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Compensation granted at \$8 per week for 312 weeks or \$2,500.00.

Acc. No. 23,592, Claim No. 4,033. William Valentine vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Compensation granted at \$8 per week for 312 weeks, or \$2,500.

Acc. No. 22,988, Claim No. 3,800. Jake Epright vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Compensation granted at \$8 per week for 312 weeks, or \$2,500.

Acc. No. 22,649, Claim No. 3,760. Howard M. Platz vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Compensation granted at \$8 per week for 312 weeks, or \$2,500.

Acc. No. 21,914, Claim No. 3,558. Libor Gardelke vs. The Victor-American Fuel Company and The Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$5 per week for 312 weeks, or \$1,560.

Acc. No. 7,102, Claim No. 1,026. Thomas Pier vs. The Leyden Coal Co. and The Employers' Mutual Insurance Co. Rehearing denied.

Acc. No. 9,379, Claim No. 1,433. Alexander Cunningham vs. Cedar Hill Coal & Coke Co. and Employers' Mutual Ins. Co. Lump sum denied.

Acc. No. 17,267, Claim No. 2,798. John Louis vs. Cedar Hill Coal & Coke Co. and The Employers' Mutual Insurance Co. Compensation granted at \$7.57 per week for 312 weeks, or \$2,361.84.

Acc. No. 17,346, Claim No. 3,093. John Pappas vs. Victor-American Fuel Company and The Employers' Mutual Insurance Co. 95% loss of use of eye. Compensation granted at \$8 per week for 104 weeks, or \$790.40.

Acc. No. 24,047, Claim No. 4,040. Thomas W. Lewis, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Compensation granted at \$8 per week for 312 weeks, or \$2,500.

Acc. No. 16,433, Claim No. 2,529. Fred Raab vs. Pueblo Foundry & Machine Co. and The Royal Indemnity Co. One-third dependency. Compensation granted at \$5.04 per week for 104 weeks, or \$524.16.



Acc. No. 18,265, Claim No. 2,837. Bert Fuller vs. A. A. Neimeyer & K. Johnson and The Employers' Liability Assurance Co. Compensation granted at \$7.25 per week for 6 years, not to exceed \$2,262.

Acc. No. 19,233, Claim No. 2,973. David Kerr vs. The Rocky Mountain Fuel Company and The Employers' Mutual Insurance Co. Compensation granted at \$6.32 per week for six years, not to exceed \$1,971.84.

Acc. No. 17,099, Claim No. 3,390. Joe Kasenga vs. Big Four Coal & Coke Company and The Employers' Mutual Insurance Co. Compensation granted for 1 6-7 weeks at \$8 per week, not to exceed \$14.84.

Acc. No. 10,239, Claim No. 1,563. John Stacks vs. The Dillon-Box Iron Co. and The Globe Indemnity Company. Rehearing denied.

Acc. No. 18,265, Claim No. 2,837. Bert Fuller vs. A. A. Neimeyer & K. Johnson and The Employers' Liability Assurance Co. Rehearing denied.

Acc. No. 9,294, Claim No. 1,412. Fred Watson vs. Monarch-Madonna Mining Co. and The Travelers' Insurance Co. 50% dependency. Compensation granted at \$8 per week for 156 weeks, or \$1,250.

Acc. No. 14,416, Claim No. 2,383. Albert W. Johnson vs. Hallack & Howard Lumber Co. and The London Guarantee & Accident Co. Rehearing denied.

Acc. No. 3,482, Claim No. 627. J. D. Martinez vs. The Rocky Mountain Fuel Company and The Employers' Mutual Insurance Co. Lump sum of \$191.99 granted.

Acc. No. 8,828, Claim No. 1,484. William Cabler vs. The Denver Union Stock Yards and The Employers' Mutual Insurance Co. Hearing granted.

Acc. No. F-1,246. Claim No. F-377. Arthur B. Lindgren vs. Liberty Bell Gold Mining Company and State Compensation Insurance Fund. Compensation granted at \$8 per week for 6 years, not to exceed \$2,500.

Acc. No. 7,383, Claim No. 1,113. Albert L. Kiefer vs. Foogey-Lamar Co. and The Royal Indemnity Co. Claimant killed while riding a horse which fell, throwing him against a brick wall, crushing his skull which resulted in instant death, on March 9, 1916. On March 10, 1916, his widow committed suicide. Compensation granted to Guardian Trust Co. as guardian for minor child, Nina Kiefer, \$8 per week until \$1,250 is paid.



Acc. No. 5,809, Claim No. 1,348. Anton Legatta vs. Bates Leasing Company and The Ocean Guarantee & Accident Corp'n. Additional compensation of \$250 granted.

Acc. No. 13,767, Claim No. 2,170. John Bates vs. Herbert Knipper and Mary McKenzie. No jurisdiction.

Acc. No. 9,368, Claim No. 1,420. James Keating vs. J. W. Myers & D. L. Boyd, and The London Guarantee & Accident Co. Lump sum of \$2,144 granted.

Acc. No. 6,744, Claim No. 1,077. James Robinson vs. E. I. DuPont de Nemours & Company. Physical examination ordered in Kansas City.

Acc. No. 16,999, Claim No. 2,640. F. B. Shott, vs. W. D. Stokes and The Employers' Mutual Insurance Co. Compensation at rate of \$5 per week for 312 weeks, not to exceed \$1,560.

Acc. No. 18,778, Claim No. 2,945. Frank Tallentino vs. The Rocky Mt. Fuel Company and The Employers' Mutual Insurance Company. Compensation granted at \$7.09 per week for 312 weeks not to exceed the amount of \$2,212.08.

Acc. No. 19,851, Claim No. 3,365. Roy Baker vs. Deline Mfg. Co. and N. J. Casualty Company. Compensation granted at \$5 per week for 3 4-7 weeks, amounting to \$17.85, and medical attention to the maximum of \$100.

Acc. No. 23,528, Claim No. 3,910. Ignazio Messina vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Compensation granted at \$8 per week for 104 weeks. Foreign dependents.

Acc. No. 17,944, Claim No. 2,768. Eric J. Bogren, vs. Marksheffel Motor Company and The London Guarantee & Accident Co. 5-17 total dependency. Compensation granted for 91.9 weeks at \$8.

Acc. No. 20,986, Claim No. 3,832. Steve Behos vs. Frederick Fuel Co. and The Employers' Mutual Insurance Co. \$8 per week for 10 weeks.

Acc. No. 8,718, Claim No. 1,626. Tony Semsic vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. Compensation granted at \$8 per week for 20 2-7 weeks, or \$152.88 during temporary total disability, and \$4 per week for 21 4-7 weeks or \$86.28 during partial disability.

Acc. No. 19,325, Claim No. 3,392. Nick Webber vs. The Royal Fuel Co. and The Employers' Mutual Insurance Co. Compensation at \$8 per week for 3 3-7 weeks or \$27.42, temporary total disability.



Acc. No. 8, Claim No. 43. Chris Spitz vs. Griffin Wheel Co., Employer, Self-Insured. Compensation denied as claimant suffered no appreciable loss of wages.

Acc. No. 8,772, Claim No. 1,353. Nick Mazzacco vs. Louisville Coal & Land Co. and The Employers' Mutual Insurance Co. Compensation granted at \$7.12 per week for 312 weeks, or \$2,221.46, less \$243.39, sum heretofore paid to said widow.

Acc. No. 21,502, Claim No. 3,436. Harry Fourths vs. The Colorado Fuel & Iron Co., Employer, Self-Insured. \$8 per week for 104 weeks, or \$833.33. Foreign dependents.

Acc. No. F-808, Claim No. F-247. Archie Longaker vs. Shackelford & Johnson and The State Compensation Insurance Fund. Agreement approved granting \$8 during disability. Commission finds after having ordered said claimant to appear before its medical advisor that he has suffered 1.3 permanent loss of use of left arm, and is entitled to further compensation for 70 weeks at the rate of \$8. Lump sum of \$124.85 granted.

Acc. No. 7,036, Claim No. 994. James Tenorio vs. The Oakdale Coal Co. and The Ocean Accident & Guarantee Corp'n. Compensation granted at \$8 per week for 312 weeks, not to exceed \$2,500.

Acc. No. 13,337, Claim No. 2,105. Tony Vinci vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Foreign dependents, entitled to 1-3 of 312 weeks or 104 weeks at the rate of \$7.41 per week, not to exceed \$770.64.

Acc. No. 902, Claim No. 10. Matt Glinsek vs. The Golden Cycle Mining & Reduction Co. Rehearing denied.

Acc. No. 1,094, Claim No. F- 333. Adolph Winslow vs. Wellington Mines Co. and State Compensation Insurance Fund. Compensation granted at \$8 per week for 312 weeks, not to exceed \$2,500.

Acc. No. 3,482, Claim No. 627. J. D. Martinez vs. The Rocky Mt. Fuel Co. and The Employers' Mutual Insurance Co. Compensation granted for 312 weeks at \$7.91 not to exceed \$2,467.92, less \$176, paid during disability. Widow was married on December 7th, and by operation of the statute Sec. 4 VI, 1, the share of said widow terminated and ceased leaving a balance due to minor children of \$1,362.60, or \$5.31 per week for 256.42 weeks.

Acc. No. 2,994, Claim No. 398. John Cassidy vs. Griffin Wheel Company, and Casualty Company of America. Compensation granted for 40% loss of hearing in left ear or 40% of 35 weeks, 14 weeks at \$5 per week.

Acc. No. 9,023, Claim No. 1,383. Claude J. Atteberry vs. Frank Kirchhof Lumber Co. and The London Guarantee & Acci-



dent Co. Lump sum granted of \$938.89, commuted to the terms of the Workmen's Compensation Law equals \$712.50; still due \$1,369.11.

Acc. No. 14,579, Claim No. 2,582. Nick Dorcheff vs. The Rocky Mt. Fuel Co. and The Employers' Mutual Insurance Co. Compensation granted for 7 weeks at \$6.55.

Acc. No. 10,108, Claim No. 1,576. E. B. Holderman vs. Carl J. Chapman and The Aetna Life Insurance Co. Compensation awarded for 312 weeks at \$8 per week, not to exceed \$2,500.

Acc. No. 10,114, Claim No. 1,546. Cruz Petricone vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Compensation granted for 312 weeks at \$8 per week, not to exceed \$2,500.

Acc. No. 16,169, Claim No. 2,629. Thomas Cordova vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Compensation granted for 312 weeks at \$6.75 per week, not to exceed \$2,106.

Acc. No. 23,112, Claim No. 3,818. Edward C. Green vs. City & County of Denver. Compensation granted at \$8 per week for 6 years, not to exceed \$2,500.

Acc. No. 17,092, Claim No. 3,509. Martin Dennis vs. Denver Pressed Brick Co. and The Maryland Casualty Co. Claim denied as claimant was not injured by an accident arising out of and in the course of his employment.

Acc. No. F-583, Claim No. F-164. Thomas Costello vs. O. L. Patterson and State Compensation Insurance Fund. By agreement claimant received \$8 per week during 50 weeks of temporary total disability. According to report of the Industrial Commission physician, Costello suffered 15% loss of use of right leg, or 21 weeks. Lump sum of \$112 granted.

Acc. No. F-803, Claim No. F-232. Gust Peterson vs. Liberty Bell Mining Company, and State Compensation Insurance Fund. Compensation granted at \$8 per week for 104 weeks. Foreign dependents.

Acc. No. 1,302, Claim No. 66. Antonio Marchetti vs. Rico-Wellington Mining Co. Rehearing denied.

Acc. No. 7,082, Claim No. 1,008. James O'Neil vs. Anderson Tunnel Co. and Clark Weaver and The Maryland Casualty Co. Rehearing denied.

Acc. No. 7,083, Claim No. 1,007. John O'Meara vs. Anderson Tunnel Co. and Clark Weaver and The Maryland Casualty Co. Rehearing denied.



Acc. No. 14,629, Claim No. 2,305. Nick Delducca vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. Compensation granted at \$7.28 per week for six years, not to exceed \$2,271.36.

Acc. No. 14,133, Claim No. 2,431. Bert Brenton vs. Standard Carriage Co. and Employers' Liability Assurance Corp'n. 65% loss of left hand, 65% of 104 weeks, or 68 weeks at \$7 per week.

Acc. No. 5,598, Claim No. 1,105. Louis Ryckovic vs. The Colorado Fuel & Iron Company, Employer, Self-Insured. Further compensation denied after physician's examination by Industrial Commission.

Acc. No. 8,938, Claim No. 1,381. Ziska Heilman vs. Philadelphia Mines Co. and The London Guarantee & Accident Co. Rehearing granted.

Acc. No. 6,744, Claim No. 1,077. James A. Robinson vs. E. I. DuPont de Nemours & Company. Rehearing granted.

Acc. No. F-999, Claim No. F-296. Jose Montoya vs. Smugler Union Mining Co. and State Compensation Insurance Fund. Compensation granted at \$8 per week for 312 weeks, not to exceed \$2,500.

Acc. No. 1,647, Claim No. 109. Harry Stamos vs. The Colorado Fuel & Iron Co., Employer, Self-Insured. Compensation granted at \$8 per week not to exceed \$833.33, foreign dependents. Lump sum granted.

Acc. No. 13,103, Claim No. 2,140. Sam Rose vs. J. M. Simpson Woodworking Co. and The Employers' Liability Assurance Corp'n. 50% loss of use of right hand or 52 weeks at \$6 per week, not to exceed \$312.

Acc. No. 902, Claim No. 10. Matt Glinsek vs. The Golden Cycle Mining & Reduction Co., and Self-Insured. Commission finds evidence introduced in rehearing was contradictory of evidence at first hearing and evidence shows there was no electric shock. Compensation denied, and former award reaffirmed.

Acc. No. 16,955, Claim No. 2,720. George N. Johnston vs. Primos Chemical Company and The Ocean Accident & Guarantee Corp'n. Compensation granted at \$8 per week for 312 weeks, not to exceed \$2,500.

Acc. No. 14,500, Claim No. 2,385. Florin Zurick vs. National Fuel Co. and The Employers' Mutual Insurance Co. Compensation granted at \$8 per week for 312 weeks, not to exceed \$2,500. Claim of Alma Samuels, his mother, partially dependent, denied in accordance with the law.



Acc. No. 14,093, Claim No. 2,154. Constante Weber vs. Carbon Coal & Coke Co. Compensation granted at \$8 per week for 312 weeks not to exceed \$2,500.

Acc. No. 17,963, Claim No. 2,767. George Cowlshaw vs. The Colorado Fuel & Iron Co., Employer, Self-Insured. Compensation granted at \$8 per week for 312 weeks not to exceed \$2,500.

Acc. No. 22,164, Claim No. 3,524. Frank Taylor vs. Burton Seed Co. and Fidelity & Deposit Co. of Maryland. Claimant did not appear, claim denied.

Acc. No. 8,061, Claim No. 1,222. C. K. Butler vs. Denver Engineering Works Co. and The Hartford Accident & Indemnity Co. Loss of distal phalanx of the left index finger. Compensation granted for 9 weeks at \$8 per week, making an aggregate sum of \$72.

Acc. No. 17,092, Claim No. 3,509. Thomas Dennis vs. Denver Pressed Brick Co. and Maryland Casualty Co. Rehearing denied.

Acc. No. F-82, Claim No. F-20. Fred Brockenaur vs. Sunnyside Mines Co. and State Compensation Insurance Fund. Additional compensation of 17 weeks at \$8 per week and \$160 to enable him to pay certain bills.

Acc. No. 21,930, Claim No. 3,813. Joe Smalick vs. Victor-American Fuel Company and The Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$8 per week for 312 weeks, not to exceed the sum of \$2,496.

Acc. No. 20,589, Claim No. 3,318. Dewey C. Wheeler vs. The Market Co. and The Globe Indemnity Co. Rehearing denied.

Acc. No. 12,085, Claim No. 1,843. Joe Adamo vs. Brown Bros. Rehearing denied.

Acc. No. 21,975, Claim No. 3,630. Joe Corretich vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Award No. 451 shall on the question of average weekly wages be final and conclusive, as further proof of weekly wages has not been submitted to the Commission.

Acc. No. 23,457, Claim No. 3,906. W. D. Price vs. The Oakdale Coal Co. and The Employers' Mutual Insurance Co. Compensation granted at \$8 per week for 312 weeks, not to exceed the sum of \$2,500.

Acc. No. 23,678, Claim No. 3,981. John Saviks vs. Pike's Peak Cons. Fuel Co., Employer, Self-Insured. Compensation granted at \$8 per week for 312 weeks, not to exceed \$2,500.



Acc. No. 22,776, Claim No. 3,758. Frank Godec vs. Smuggler Leasing Co. and London Guarantee & Accident Corp'n. Compensation granted at \$8.00 per week for 312 weeks, not to exceed \$2,500.

Acc. No. 24,812, Claim No. 4,216. Frank Reggio vs. The Temple Fuel Co. and The Employers' Mutual Insurance Co. Undertaker's award for \$75.

Acc. No. 24,417, Claim No. 4,148. Frank Cordova vs. The Colorado Fuel & Iron Co., Employer, Self-Insured. Compensation granted at \$8 per week for 312 weeks, not to exceed \$2,500.

Acc. No. 22,166, Claim No. 3,528. James H. Woodward vs. City & County of Denver. There is considerable doubt as to whether or not disability and death did result from the accident referred to, especially in view of the fact that a doctor employed by the Commission to make an examination reported adversely upon the original claim. Petitioner has agreed with the City and County of Denver that settlement shall be made without prejudice for the amount of \$193.50. Approved by the Industrial Commission.

Acc. No. 12,290, Claim No. 2,261. William McKenzie vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. Rehearing denied.

Acc. No. 16,537, Claim No. 2,548. Matt Turkovich vs. The Colorado Fuel & Iron Co., Employer, Self-Insured. Claim held in abeyance until such time as the said C. W. Lothrop files claim duly and properly signed by the claimants.

Acc. No. 9,999, Claim No. 3,724. Vincenzo Merlino vs. Western Chemical Mfg. Co. and The London Guarantee & Accident Co. Commission finds that the claimant has not sustained the burden of proof in said cause resting upon him, in that he has not proved that the accident which he sustained was the proximate cause of the osteoarthritis existing between the third and fourth cervical vertebra and has not proved that as a result of the said accident he sustained any permanent injury of any kind. Commission further finds that the claimant is not suffering from any permanent disability as a result of said accident; and that the evidence shows that the claimant performed his regular duties since the occurrence of said accident and with as much regularity as he had before said accident and that his claim for compensation should be denied.

Acc. No. 21,958, Claim No. 3,574. Matt Stimac vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Said Cosma Stimac was 20% dependent. Compensation granted for 62.4 weeks at the rate of \$5.00, not to exceed a total of \$312.



Acc. No. 23,964, Claim No. 4,039. Mike Ruer vs. The Rocky Mt. Fuel Co. and Employers' Mutual Insurance Co. Undertaker's award for \$75.

Acc. No. 22,772, Claim No. 3,764. Nick Toni (Nick Nicoloff) vs. Tioga Coal Co. and Employers' Mutual Insurance Co. Undertaker's award for \$75.

Acc. No. 22,019, Claim No. 3,863. Dimitrius Papaulis vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,927, Claim No. 3,814. Severino Diaz vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,004, Claim No. 3,638. Joe Leyba vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,938, Claim No. 3,852. Keriakas Pietrakas vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,947, Claim No. 3,623. Frank Dolan vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Ordered by the Industrial Commission that respondents reimburse the father of decedent, Stephen Dolan, in the sum of \$75 funeral expenses.

Acc. No. 12,428, Claim No. 1,907. William LaSalle vs. Big Lake Fuel Co. and Employers' Mutual Insurance Co. Rehearing denied.

Acc. No. 10,881, Claim No. 1,701. Juan Cordova vs. The Colorado Fuel & Iron Co., Employer, Self-Insured. Decedent at the time of his death was not an employe of the company, and he was not to enter the employ of the company until two days later.

Acc. No. 19,353, Claim No. 3,088. Max Jiminez vs. Pueblo Lime & Quarry Co. and London Guarantee & Accident Co. By agreement claimant granted \$7.21 for 139 weeks for loss of right leg at the lower end of the upper third femur. Lump sum of \$946 granted to the claimant, and \$50 to Ben C. Durall as attorney for claimant.

Acc. No. 21,961, Claim No. 3,665. Miguel Mayorga vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Commission finds that the claimant has not filed further proof as to the average weekly wages so the previous award should become final as to average weekly wages.



Order for Employers' Mutual Insurance Co. to advance \$98 for burial expenses and that payments according to former award shall begin immediately.

Acc. No. 21,996, Claim No. 3,637. Charles E. Smith vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$8 per week for 6 years; total not to exceed \$2,500.

Acc. No. 21,929, Claim No. 3,563. Matt Valencich vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Compensation \$8 per week for 6 years, or \$2,500.

Acc. No. 21,960, Claim No. 3,576. James Lockhart vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. Compensation granted at \$8 per week for 6 years, not to exceed \$2,500.

Acc. No. 21,924, Claim No. 3,651. Jesse Johnson vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$5 per week for 6 years, not to exceed the sum of \$1,565.

Acc. No. 10,239, Claim No. 1,563. John F. Stacks vs. Dillon-Box Iron Works and Globe Indemnity Co. Evidence presented at rehearing does not present any new issues and award of May 10, 1917, is re-affirmed.

Acc. No. 21,966, Claim No. 3,580. John Turkovich vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$8 per week for 312 weeks, not to exceed the sum of \$2,496.

Acc. No. 21,998, Claim No. 3,594. Frank Mauro vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$8 per week for 312 weeks, not to exceed the sum of \$2,496.

Acc. No. 21,959, Claim No. 3,575. Jesus Caderia vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$8 per week, not to exceed \$2,496.

Acc. No. 21,985, Claim No. 3,588. Frank Zarnada vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$8 per week for 312 weeks, not to exceed \$2,196.

Acc. No. 21,963, Claim No. 3,578. Martin Kresovich vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$8 per week for 312 weeks, not to exceed the sum of \$2,496.



Acc. No. 22,007, Claim No. 3,667. Pedro Diaz vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at the rate of \$8 per week for 312 weeks or \$2,496.

Acc. No. 21,980, Claim No. 3,633. Charles Niccoli vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at the rate of \$8 per week for 312 weeks, not to exceed the sum of \$2,496.

Acc. No. 21,980, Claim No. 3,627. William Meredith vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at the rate of \$7.66 per week for 312 weeks, not to exceed the sum of \$2,389.92.

Acc. No. 21,917, Claim No. 3,559. Arthur Mitchell vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at the rate of \$8 per week for 312 weeks, not to exceed the sum of \$2,496.

Acc. No. 21,920, Claim No. 3,620. John Novaro vs. Victor-American Fuel Co. and Employers' Mutual Insurance Company and Lloyds' of London. Compensation granted at \$8 per week, for 312 weeks, not to exceed the sum of \$2,496.

Acc. No. 22,023, Claim No. 3,606. John Klobas vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$8 per week for 312 weeks, not to exceed the amount of \$2,496.

Acc. No. 21,972, Claim No. 3,584. Ludvik Yednik vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$8 per week for 312 weeks, or \$2,496.

Acc. No. 22,003, Claim No. 3,584. Anthony Poslep vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$8 per week for 312 weeks, not to exceed the amount of \$2,496.

Acc. No. 21,941, Claim No. 3,567. Tom Konugres vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Award for Undertaker of \$75.

Acc. No. 21,971, Claim No. 3,583. John Katres vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,008, Claim No. 3,600. Mike Chiek vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.



Acc. No. 21,942, Claim No. 3,568. George Markez vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,919, Claim No. 3,619. Tony Dekalva vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,995, Claim No. 3,572. Joe Banner vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,957, Claim No. 3,573. Frank Gerl vs. Victor-American Fuel Company and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,958, Claim No. 2,674. Matt Stimac vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,913, Claim No. 3,557. Same Fabias vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,925, Claim No. 3,562. Serafino Oroizzi vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,923, Claim No. 3,560. Frank Kosich vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,965, Claim No. 3,579. George Capaco vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,968, Claim No. 3,581. Frientafolas Fleitis vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,969, Claim No. 3,582. Tom Manville vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,952, Claim No. 3,625. Isadore Doradro vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,125, Claim No. 3,668. Antone Evancich vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,002, Claim No. 3,596. A. B. Felix vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.



Acc. No. 21,951, Claim No. 3,624. Tony Glavich vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,927, Claim No. 3,662. Joe Kovich vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,983, Claim No. 3,587. Tony Kresovich vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,013, Claim No. 3,641. Vincenzo Circo vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,993, Claim No. 3,592. James Legas vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,974, Claim No. 3,629. Pedro Lopez vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,031, Claim No. 3,611. George Metaxas vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,027, Claim No. 3,607. James Metaxas vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,032, Claim No. 3,643. John Metaxas vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,021, Claim No. 3,604. Mike Obradovich vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyd's of London. Undertaker's award for \$75.

Acc. No. 21,990, Claim No. 3,719. Mike Kumelis vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,933, Claim No. 3,663. Tony Zatkovich vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,015, Claim No. 3,642. Frank Vurnich vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,950, Claim No. 3,720. Joe Tator vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.



Acc. No. 21,948, Claim No. 3,854. Mike Jonas vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,982, Claim No. 3,589. Jack Tomsick vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,915, Claim No. 3,618. Valentine Pablick vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,022, Claim No. 3,605. Arthur Pappas vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,000, Claim No. 3,858. George Pappas vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,029, Claim No. 3,610. John Pappas vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,024, Claim No. 3,863. Spires Pappaulis vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,936, Claim No. 3,622. Steve Rokich vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,005, Claim No. 3,598. William Short vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,026, Claim No. 3,669. Antonio Spanneda vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,992, Claim No. 3,649. Anton Steros vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 22,011, Claim No. 3,640. Steve Stuhlas vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,962, Claim No. 3,577. John Slok vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Undertaker's award for \$75.

Acc. No. 21,988, Claim No. 3,635. James Howard vs. Victor-American Fuel Co. and The Employers' Mutual Insurance Co.



and Lloyds' of London. Compensation granted at \$8 per week for 6 years amounting to \$2,496.

Acc. No. 21,986, Claim No. 3,590. Gonzales Flores vs. Victor-American Fuel Co. and Employers' Mutual Insurance Co. and Lloyds' of London. Compensation granted at \$8 per week for 6 years, amount \$2,496.

Acc. No. 26,516, Claim No. 4,510. Death of Walter Kerr, Isabel Kerr, His Widow, in Behalf of Herself and Minor Children, vs. Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Decedent was killed while doing rescue work subsequent to an explosion which occurred at the Hastings Mine. Compensation was granted at the rate of \$8.00 per week for six years, not to exceed the sum of \$2,500.00.

Acc. No. 14,416, Claim No. 2,383. In the Matter of Albert N. Johnson, Claimant, vs. Hallack & Howard Lumber Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.

Motion of claimant to modify award No. 348 is denied.

Acc. No. 9,225, Claim No. 2,053. In the Matter of J. T. Samuel, Claimant, vs. C. A. Eckman, Employer, and The Continental Casualty Co., Insurer, Respondents.

The said J. T. Samuel was injured in an accident arising out of and in the course of his employment on the 11th day of May, A. D. 1916, in Denver, Colorado, that while attempting to dump a cement hopper his foot slipped off the running board into the revolving arms of mixer, crushing his foot so that it was necessary to amputate same near the ankle. Compensation was granted for a period of 104 weeks at \$8.00 per week.

Acc. No. 21,096, Claim No. 3,322. In the Matter of the Death of John Sked, Martha Sked, Mother, Claimant, vs. The Park Floral Company, Employer, and The Ocean Accident and Guarantee Corporation, Limited, Insurer, Respondent.

Commission grants attorneys, Rush & Cline, a lien of 15% on all payments.

Acc. No. 25,399, Claim No. 4,458. In the Matter of Mary Glenn, Claimant, vs. The New Savoy Hotel, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.

Commission granted an attorney's lien of \$15.00 by consent of claimant.

Acc. No. 12,717, Claim No. 1,956. In the Matter of the Death of Wilson McDowell, Raymond McDowell, Minor Brother, Dependent, by James S. McDowell, Guardian, Claimant, vs. Great Western Sugar Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.



Commission finds estimated support given dependent to be \$2.88 per week. Compensation granted of \$2.88 per week for six years, not to exceed \$898.56.

Acc. No. 22,010, Claim No. 3,601. In the Matter of the Death of Paul Vincenzi, Three Minor Sisters of Decedent by Moses Trujillo, Guardian, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.

Partial dependency of 36 2-3. Compensation of \$5.50 granted for 114.767 weeks or \$631.22.

Acc. No. 21,994, Claim No. 3,593. In the Matter of the Death of Felipe Herraram, Petra Barron, Mother and Ignac Herraram, Father, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, The Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.

Commission finds that neither father nor mother are either partially or wholly dependent upon the decedent. Undertaker's award for \$75.00.

Acc. No. 21,991, Claim No. 3,636. In the Matter of the Death of B. B. Myers, Christopher Myers, Father, and Sallie Myers, Mother, Claimants, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company and Lloyd's of London, Insurers, Respondents.

Commission finds that the claimants are 17-95 dependent upon the decedent. \$5.00 per week for 17-95 of 312 or 55.92 weeks, not to exceed the sum of \$279.60.

Acc. No. 21,979, Claim No. 3,632. In the Matter of the Death of Frank Papes, Anna Papes, Mother, in Behalf of Herself and Two Brothers and a Sister, Urik Papes, Father, Claimants, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.

Commission finds that Anna Papes, mother, Rudolph, 9-year-old brother, and Angele Papes, 13-year-old sister, are dependent to the extent of 33 1-3%. Commission finds that the father was not dependent upon the decedent; that the said Louis Papes, brother, was not dependent upon the decedent at the time of his death, or for a reasonable time prior. Compensation granted to Anna, mother, in behalf of herself and Rudolph and Angele for 104 weeks at \$8.00 per week, not to exceed the sum of \$833.33.

### LUMP SUM SETTLEMENT

Acc. No. 3,482, Claim No. 627. In the Matter of the Death of Jose De Martinez, Josepha E. De Martinez, His Widow, in Behalf of Herself and Manuel Martinez and Marta Martinez, Minor Children, Dependents, Claimants, vs. The Rocky Mountain



Fuel Company, Employer, and the Employers' Mutual Insurance Company, a Corporation, Insurer, Respondents.

Acc. No. F-836, Claim No. F-236. In the Matter of C. M. Pardee, Claimant, vs. The Larimer County Co-operative Milk Condensery Company, Employer, and The State Compensation Insurance Fund, Insurer, Respondents.

By agreement claimant was to receive \$7.21 per week for 104 weeks, not to exceed the sum of \$749.84. Lump sum of \$389.19 granted.

Acc. No. 22,986, Claim No. 3,798. In the Matter of the Death of Tony Bone, Josie Bone, His Widow, in Behalf of Herself and Minor Child, Claimants, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured.

Lump sum of \$173.60 granted.

Acc. No. 14,203, Claim No. 2,195. In the Matter of the Death of Robert H. Dunlap, Leona Dunlap, His Widow, in Behalf of Herself and Minor Child, Claimants, vs. Mountain States Tel. & Tel. Company, Employer, Self-Insured.

Lump sum settlement granted of \$2,187.52.

Acc. No. 14,631, Claim No. 2,412. In the Matter of George A. Converse, Claimant, vs. The National Tungsten Mining Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.

Compensation granted at the rate of \$8.00 per week for 139 weeks, not to exceed \$1,112.00. Lump sum granted of \$816.00 for loss of eye.

Acc. No. 12,732, Claim No. 2,061. In the Matter of D. M. Ramseye, Claimant, vs. The Strong Mining Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.

Agreement approved granting \$8.00 per week for 144 weeks for loss of sight of one eye and loss of second finger at distal joint. Lump sum of \$784.00 granted.

Acc. No. 11,488, Claim No. 1,899. In the Matter of the Death of Fred P. Morton, Lily Morton, Widow, in Behalf of Herself and Minor Children, Claimants, vs. Gertrude Frantz and The Ocean Accident & Guarantee Corporation, Insurer, Respondents.

Lily Morton withdrew application for lump sum.

Acc. No. 19,903, Claim No. 3,257. In the Matter of John Robinson, Claimant, vs. Mary E. Shoot, Employer, and The U. S. Fidelity & Guaranty Company, Insurer, Respondents.

By agreement compensation granted of \$5.00 per week for 139 weeks. Lump sum of \$595.00 granted.



Acc. No. 14,133, Claim No. 2,431. In the Matter of Bert Brenton, Claimant, vs. The Standard Carriage Company, Employer, and Employers' Liability Assurance Company, Insurer, Respondents.

By agreement for loss of four fingers, \$7.00 per week for 68 weeks, not to exceed \$476.00. Lump sum of \$273.00 granted.

Acc. No. 14,416, Claim No. 2,383. In the Matter of Albert N. Johnson, Claimant, vs. Hallack & Howard Lumber Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.

By agreement, compensation for 139 weeks at \$8.00 per week, not to exceed \$1,112.00. Lump sum of \$904.00 granted.

Acc. No. 12,081, Claim 2,401. In the Matter of A. S. Goodloe, vs. Colorado Supply Company, Employer, and Employers' Liability Company, Insurer, Respondents.

By agreement claimant was granted, for enucleation of left eye, \$8.00 per week for 139 weeks, not to exceed \$1,112. Lump sum of \$828.56 granted.

Acc. No. 9,620, Claim No. 1,551. In the Matter of L. M. Puderbaugh, Claimant, vs. The French Flag Mining & Milling Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.

By agreement for loss of sight of left eye, \$8.00 per week for 104 weeks, not to exceed the sum of \$832.00. Lump sum of \$464.00 granted.

Acc. No. 16,851, Claim No. 2,738. In the Matter of James L. Ferguson, Claimant, vs. McNeil Coal Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.

By agreement for loss of sight of left eye, \$8.00 per week for 104 weeks, not to exceed \$832.00. Lump sum of \$656.00 granted.

Acc. No. 9,294, Claim No. 1,412. In the Matter of the Death of Fritz Watson, Fred Watson, His Father, Claimant, vs. The Monarch-Madonna Mining Company, Employer, and The Travelers' Insurance Company, Insurer, Respondents.

Petition for rehearing denied.

Acc. No. 15,245, Claim No. 2,499. In the Matter of John T. Duncan, Claimant, vs. The Great Western Sugar Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.

Lump sum denied.

Acc. No. 14,171, Claim No. 2,189. In the Matter of the Death of Alex Martinez, Margarita Martinez, His Widow, Claimant, vs.



The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Lump sum application denied.

Acc. No. 9,061, Claim No. 1,562. In the Matter of Jim Bohn, Claimant, vs. The Enz Foundry Company, Employer, and The Employers' Liability Assurance Company, Insurer, Respondents.

Lump sum of \$419.58 granted. Agreement approved for 139 weeks at \$6.66 per week for loss of sight of left eye, \$506.16 having been paid.

Acc. No. 6,461, Claim No. 898. In the Matter of the Death of Emanuel Cunino, S. Domencua, Widow, in Behalf of Herself and Three Minor Children, Claimants, vs. Rapson Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Payments made to guardian of Christina. Lump sum application denied.

Acc. No. 13,434, Claim No. 2,156. In the Matter of the Death of John Wurger, Katherine Wurger, His Widow, Claimant, vs. Palisade Coal & Supply Company, Employer, and The London Guaratee & Accident Company, Insurer, Respondents.

\$2,500 by agreement, lump sum of \$2,288 granted.

Acc. No. 5,979, Claim No. 861. In the Matter of Arthur D. Hines, Claimant, vs. E. W. Parsons, Employer, and The Hartford Accident & Indemnity Company, Insurer, Respondents.

That the said Hartford Accident & Indemnity Company made an agreement with the said employe, Arthur D. Hines, whereby he was to be paid for a period of 104 weeks, at the rate of \$6.49 per week, or the aggregate sum of \$674.96. Lump sum granted by mutual consent, the Industrial Commission finding that it is for the best interest of said claimant.

Acc. No. 13,328, Claim No. 2,777. In the Matter of Luigi Mauguso, Claimant, vs. Ohio-Colorado Smelting & Refining Company, Employers, and The Travelers' Insurance Company, Insurer, Respondents.

Agreement of \$6.78 per week, for 139 weeks, not to exceed \$942.42 for loss of sight of eye. Lump sum granted.

Acc. No. 5,940, Claim No. 776. In the Matter of the Death of John W. Renine, Florence Renine, His Widow, in Behalf of Herself and two Minor Children, Claimants, vs. Twin Lakes Mining & Milling Company, Employer, and The Travelers' Insurance Company, Insurer, Respondents.

Lump sum denied.

Acc. No. 19,381, Claim No. 3,018. In the Matter of the Death of Peter Mattson, Mary Mattson, His Widow, in Behalf of Herself



and two Minor Children, Claimants, vs. The Empire Zinc Company, Employer, Self-Insured, Respondent.

\$8.00 per week for 312 weeks, not to exceed \$2,500.00.

Acc. No. 2,004, Claim No. 298. In the Matter of George J. Gaul, Claimant, vs. The Cresson Consolidated Gold Mining & Milling Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.

\$8.00 per week for 104 weeks, for loss of eye. Lump sum settlement of \$248.00 granted.

Acc. No. 9,104, Claim No. 1,499. In the Matter of Jess Hopkins, Claimant, vs. W. D. Corley, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.

\$8.00 per week for 69½ weeks for 50% loss of right foot. Lump sum of \$220.00 granted.

Acc. No. 10,021, Claim No. 1,533. In the Matter of the Death of Roy North, Hazel North, His Widow, Claimant, vs. The Elkton Consolidated Mining & Milling Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.

Agreement approved granting compensation at the rate of \$8.00 per week for 312 weeks. Lump sum of \$563.72 granted.

Acc. No. 10,939, Claim No. 1,702. In the Matter of the Death of Bill Balos, Grajoza Balos, His Widow, in Behalf of Herself and Three Minor Children, Claimants, vs. the Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.

Agreement approved for \$6.75, for 104 weeks, dependents being residents of Greece. Lump sum granted.

Acc. No. 8,568, Claim No. 1,483. In the Matter of Tony Tom-sic, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.

Agreement approved for compensation at \$7.10 per week for 104 weeks, not to exceed \$738.40. Lump sum granted.

Acc. No. 9,234, Claim No. 1,411. In the Matter of the Death of Fritz Nelson, Amanda Nelson, His Widow, in Behalf of Herself and Minor Child, vs. The Vindicator Gold Mining Company, Employer, and The Fidelity & Casualty Company, Insurer, Respondents.

Lump sum granted.

Acc. No. 6,242, Claim No. 1,087. In the Matter of Frank Yusta, Claimant, vs. Gregory & Company, Employers, and The London Guarantee and Accident Company, Insurer, Respondents.

Agreement approved granting compensation at \$8.00 per week for 104 weeks, not to exceed \$832.00 for loss of sight of left eye. Lump sum granted.



Acc. No. 10,113, Claim No. 1,984. In the Matter of Joe Chavez, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.

Agreement approved for compensation at \$8.00 per week for 139 weeks, not to exceed \$1,112.00. Lump sum granted.

Acc. No. 8,115, Claim No. 2,355. In the Matter of Steve Marschenko, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.

Lump sum granted.

Acc. No. 8,153, Claim No. 1,236. In the Matter of the Death of Frank Whitmore, Mary Whitmore, His Widow, Claimant, vs. Copeland Ore Sampling Company, Employer, and The Ocean Accident & Guarantee Corporation, Insurer, Respondents.

Lump sum denied.

Acc. No. 11,150, Claim No. 1,753. In the matter of the Death of Marion Tannahill, Isabella Tannahill, His Mother, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.

Lump sum denied.

Acc. No. 8,562, Claim No. 1,380. In the Matter of Charles Donley, Claimant, vs. American Smelting & Refining Company, Employer, Self-Insured, Respondents.

Lump sum granted after agreement for \$6.78 per week for 104 weeks, not to exceed \$705.12, had been approved.

Acc. No. 11,518, Claim No. 1,807. In the Matter of the Death of Frank Morelli, Maria Morelli, His Widow, in Behalf of Herself and Minor Children, Claimants, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.

Lump sum denied.

Acc. No. 6,396, Claim No. 867. In the Matter of the Death of Roy Merritt, Jennie Merritt, His Widow, Claimant, vs. The Eagle Mining & Milling Company, Employer, Self-Insured, Respondent.

Lump sum denied.

Acc. No. 9,368, Claim No. 1,420. In the Matter of the Death of James Keating, Edith M. Keating, His Widow, on Behalf of Herself and Minor Child, Claimants, vs. J. W. Myers and D. S. Boyd, Employers, and The London Guarantee & Accident Company, Insurer, Respondents.

Lump sum denied.

Acc. No. 19,923, Claim No. 3,211. In the Matter of John R. Larson, Claimant, vs. The Monarch Mining Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.



By agreement claimant was granted \$8.00 per week for 104 weeks. Lump sum granted of \$544.00.

Acc. No. 8,153, Claim No. 1,236. In the Matter of the Death of Frank Whitmore, Mary Whitmore, Widow, Claimant, vs. Cope-land Ore Sampling Company, Employer, and The Ocean Accident & Guarantee Corporation, Insurer, Respondents.

By agreement, compensation of \$8.00 per week for 6 years was granted. Lump sum of \$586.33 granted to enable the dependent to buy a rooming house with which she could support herself by renting rooms.

Acc. No. 13,337, Claim No. 2,105. In the Matter of the Death of Tony Vinci, Salvatore Vinci, His Father, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.

Lump sum denied.

Acc. No. 16,498, Claim No. 3,343. In the Matter of So. Sasaki, Claimant, vs. Hayden Bros. Coal Corporation, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Lump sum of \$855.00 granted.

Acc. No. 19,381, Claim No. 3,018. In the Matter of the Death of Peter Mattson, Mary Mattson, His Widow, in Behalf of Himself and Two Minor Children, Claimants, vs. The Empire Zinc Company, Employer, Self-Insured, Respondents.

Lump sum of \$370.00 granted to enable the claimant to move from Leadville to Michigan, where she can make a living.

Acc. No. 743, Claim No. 13. In the Matter of the Death of Charles L. Ellison, Ora Ellison, His Widow, Claimant, vs. The Last Dollar Mining & Development Company, Employer, and The London Guarantee & Accident Corporation, Insurer, Respondents.

Compensation granted at \$8.00 per week for 312 weeks, not to exceed \$2,500.00. \$677.20 paid to the widow as her share, lump sum of \$225.00 granted. \$607.20 due, which is to be paid at the rate of \$2.67 per week. This payment in gross in no wise affects the share of said Phyllis Ellison, minor child, heretofore fixed by said award of October 1, 1915.

Acc. No. 5,961, Claim No. 775. In the Matter of the Death of Joe Cippilone, Maria Cippilone, His Mother, Claimant, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Lump sum denied.

Acc. No. 22,304, Claim No. 3,616. In the matter of the Death of Joe Pospahala, Father and Mother, Claimants, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured Respondent.



Dependency of 72%. By agreement, compensation granted for 225 weeks at \$8.00 per week. Lump sum of \$1,800 granted.

Acc. No. 14,093, Claim No. 2,154. In the Matter of the Death of Constante Weber, Lena Weber, His Widow, in Behalf of Himself and Three Minor Children, Claimants, vs. The Carbon Coal & Coke Company, Employer, Self-Insured, Respondent.

Lump sum denied.

Acc. No. F-380, Claim No. F-89. In the Matter of the Death of Andrew Whalen, Mary Whalen, His Widow, in Behalf of Himself and Five Minor Children, Claimants, vs. Down-Town Mines Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Lump sum of \$634.72 granted and compensation at the rate of \$22.42 for 58 months except that said monthly payment of \$22.42 shall be reduced 1-6 when eldest child shall attain the age of 18.

Acc. No. 21,502, Claim No. 3,436. In the Matter of the Death of Harry Fountis, Helen Fountis, His Widow, in Behalf of Himself and Seven Minor Children, Claimants, vs. The Colorado Fuel & Iron Company, Employer, Self-Insured, Respondent.

Foreign dependents. \$8.00 per week for 104 weeks not to exceed the sum of \$833.33. Lump sum granted.

Acc. No. 16,999, Claim No. 2,640. In the Matter of the Death of F. B. Shott, Kate Shott, His Widow, vs. W. D. Stikes, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Lump sum granted.

Acc. No. 19,918, Claim No. 3,167. In the Matter of the Death of Charles Fightmaster, Mollie Fightmaster, His Widow, Claimant, vs. Craig & Company, Employer, and The Guardian Casualty & Guaranty Company, Insurer, Respondents.

Lump sum denied.

Acc. No. 21,912, Claim No. 3,617. In the Matter of the Death of Jose Valadez, Petra Valadez, His Widow, in Behalf of Herself and Minor Child, Claimant, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.

Lump sum denied.

Acc. No. 14,171, Claim No. 2,189. In the Matter of the Death of Alex Martinez, Margarita Martinez, His Widow, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Lump sum denied.

Acc. No. 13,639, Claim No. 2,108. In the Matter of the Death of William Pardi, Geneva Pardi, His Mother, Claimant, vs. The



Standard Devel. Syndicate, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.

\$1,374.08 lump sum granted for the purchase of property known as Block 304, South Denver Gardens, together with improvements and farm animals.

Acc. No. 12,581, Claim No. 1,902. In the Matter of T. Claudio, Claimant, vs. The Oakdale Company, Employer, and The Ocean Accident & Guarantee Company, Insurer, Respondents.

Lump sum of \$408.00 granted to buy an artificial limb.

Acc. No. 20,305, Claim No. 3,311. In the Matter of D. C. Walsh, Claimant, vs. C. S. Card Iron Works, Employer, and The Globe Indemnity Company, Insurer, Respondents.

Lump sum of \$143.29 granted for the purpose of paying certain bills.

Acc. No. F-808, Claim No. F-247. In the Matter of Archie Longaker, Claimant, vs. Shackelford & Johnson, Employers, and The State Compensation Insurance Fund, Insurer, Respondents.

Lump sum of \$361.92, granted for the purpose of paying certain bills.

Acc. No. 20,484, Claim No. 4,599. In the Matter of Elmer A. Allen, Claimant, vs. Denver Gas & Electric Company, Employer, Self-Insured, Respondent.

Lump sum of \$480.00 granted.

Acc. No. 9,023, Claim No. 1,383. In the Matter of the Death of Claude Atterberry, Zella Atterberry, His Widow, vs. Frank Kirchhof Lumber Company, Employer, and The London Guarantee & Accident Company, Insurer, Respondents.

Lump sum of \$299.23 granted for the purpose of making repairs on home.

Acc. No. 22,390, Claim No. 3,690. In the Matter of Fred McDougal, Claimant, vs. The Hardesty Mfg. Company and Hallack Investment Company, Employers, and The Globe Indemnity and London Guarantee & Accident Company, Insurers, Respondents.

Commission finds that the claimant was an employe of the Hallack Investment Co. and that the London Guarantee & Accident Co. is the insurance carrier of the said company. That the accident was the proximate cause of hernia. That the claimant elected to be operated. That he is entitled to a special operating fee of \$50 and hospital expenses for the first 30 days, not exceeding \$100, and compensation at the rate of \$8 during disability.

Acc. No. 1,374, Claim No. 403. In the Matter of Thomas Orbach, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Loss of eye, \$6.66 per week for 104 weeks.



## INDUSTRIAL RELATIONS ACT

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The vital sections of this act are those which relate to disputes, grievances and controversies, which arise between an employer and his employes as to wages, hours and working conditions of labor. Sections 29 and 30 of the act require employers and employes to give the Commission thirty days' notice of an intended change affecting the conditions of employment with respect to wages and hours; gives the Commission power to investigate and hold a hearing on the controversy and prohibits any change or lockout or strike or discontinuance of work during the thirty-day period, or while the Commission is holding a hearing or investigation.

While critics of the act and those who are opposed to it have said that the act is novel and revolutionary in its scope and purpose, yet Canada has had a law since 1910 which contains provisions practically identical with the sections above referred to, and the State of Massachusetts in 1909 and 1914 enacted laws which in part cover the ground covered by this act; while Australia has a law which provides for compulsory arbitration.

The basic theory back of and the justification for the act is that there will always be disputes, grievances and controversies between the two necessary existing classes, employers and employes, in respect to wages, hours and general conditions of labor, many of which are only fancied, and that controversies or demands from one side or the other always seem more real and more harsh at the time they arise or are made, so that hasty or ill-considered action leading to strikes, lockouts and oftentimes to serious disorder and loss are apt to occur, unless a waiting time is provided by law.

Furthermore, the history of these disputes has been that both sides are generally obstinate and are at loggerheads with each other, and an impartial body may step in, hear both sides to the controversy and get the real grievance fairly settled and dispose of the fancied or imaginary ones, and thus afford a common meeting ground for both sides, since each is apt—although unjustly—to regard the other side with suspicion.

History of labor troubles in Colorado, since the enactment of the law, has provided ample justification for its existence. During the past year this Commission has found by actual experience that the disputes arising between employers and employes are in most instances capable of, and have been settled fairly and justly to both sides, and speedily, once the employer and employe were



brought together. During the past year the efficacy of the thirty-day provision of the law has been fully proven, for practically every labor controversy or demand has been finally settled by mediation, and the Commission feels that more and more both employer and employe are coming to view the act as a step in the right direction, and that the acts and proceedings required by the act, the hearing, investigation and arbitration and mediation provided for, will practically and justly bring every real controversy to a speedy conclusion, and one satisfactory to all concerned, and that it has resulted in the maintenance and establishment of harmonious relations between employer and employe to an extent unheard of before the act was passed.

During the past year, from December 1, 1916, to December 1, 1917, this Commission has handled, and had reported to it, 114 controversies or demands of employers or employes, many of which promised at first to lead to serious misunderstandings. There were approximately 24,517 employes involved in these controversies, and approximately 1,881 employers; out of this number but 4 cases led to what might be termed actual strikes, and in these 4 cases 239 employes and 9 employers were involved, meaning by actual strikes that the plants of the employers were either closed down entirely or new men were secured to take the place of the striking employes, and the controversies ended in that way. In one other case 2,400 employes and 19 employers were concerned, and although the men were out for a period of about three weeks, virtually all of them returned to work at the end of that time. In a few other cases the employes were out for a period extending from one day to five or six days, but returned to work at the instance of the Commission until a formal hearing could be had. In some of the cases formal hearings were held and formal awards entered; in others settlements were effected informally, so that out of the total number of controversies in the past year, strikes have ended, no lockouts have occurred, and all cases on December 1, 1917, have been closed except 12 cases, in which 1,473 employes are involved and 76 employers, which cases are either current business, or cases in which the 30-day waiting period provided by the law has not yet expired.



## STATE COMPENSATION INSURANCE FUND

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In the act which established the Industrial Commission, and which put the Workmen's Compensation Law in force in this state, the Legislature laid the basic ground work and the machinery for establishing the putting into practical operation a state compensation insurance fund, to be administered directly by the Industrial Commission of Colorado. The purpose of the fund being to afford employers of the state the option of insuring their employes under the act, with either a stock insurance company, or with an insurance fund operated by the state.

After not quite two years and a half of operation, we believe that the actual condition of the fund itself, and the rapid substantial growth it has made in the face of direct and active competition by private insurance carriers, justifies its existence. It proves conclusively that it fills a long-needed want, and is regarded with favor by the employers of the state.

The examination recently made by the State Auditing Department shows that the fund has been safely and conservatively administered, and that it is in a splendid and healthy condition.

During the past year the Fund collected in premiums \$44,767.78 from Public Employers, and \$150,682.46 from Private Employers, making total premiums collected \$195,450.24. It should be noted that during the last six months the Fund collected approximately \$88,000 from Private Employers as compared with \$56,000 collected from Private Employers for the same period last year. This indicates that the Private business of the Fund will yield about \$195,000 in premiums during the coming year. This is fully thirty-three and one-third per cent. of the total amount of compensation premiums written in the State of Colorado, excluding coal mines. This showing, we believe, is very creditable as compared with that made by similar funds of other states.

The present policy in the administration of the State Compensation Insurance Fund, has not been to enter into any active competition with stock companies for compensation business, the Commission having taken the stand that the Fund is here ready to render service to those who desire it. A result of this, of course, has been that many employers throughout the State do not have the correct understanding of the true condition and operation of the State Fund, and an active campaign for compensation insurance business would undoubtedly be of great benefit to the Fund.



With the increase in the business transacted by the Fund and the number of employers insured therein, there has come a marked increase in the volume of the claim work demanding daily more time and attention, and with the large amount of business which the Fund now has, it is necessary to have a pay-roll auditor on the road most of the time.

During the past year, it is estimated that the total compensation insurance written in the State of Colorado for Colorado employers has amounted to about \$700,000.00 in premiums collected, and the State Fund is now writing over 27% of this business, and excepting the coal mines which the State Fund does not write at this time, its share of the State Compensation business is over 30%. The assets of the State Fund are now \$300,000.00 and a comparison with similar funds of other states shows that it is one of the most successful State Compensation Insurance Funds now being operated in the United States.

Records of the Fund show that the employes of employers who are insured in the Fund have received the best of hospital, surgical and medical attention in the case of injury, and that just compensation claims either for the injured employe himself, or for his dependents in case of death, have been promptly paid; that the services rendered by the Fund are highly satisfactory both to employers and employes of the State is proven by the fact that during the past year none of its claims have been appealed to the District Court.

The success of the Fund, based on its growth during the past year, is now assured, and with the continuance of the present policy in the administration of the Fund, we confidently expect a further rapid and substantial growth during the coming year.

During the months of November and December, 1917, Mr. Paul L. Woolston, an Actuary of Denver, Colorado, with national reputation, made a thorough examination and investigation into the condition, management and resources of the State Compensation Insurance Fund. This examination was made at the request of the Insurance Commissioner of the State of Colorado, in pursuance of the authority vested in him, to order such an investigation, which authority is found in Section 11 of the Workmen's Compensation Act as amended by the amendments of 1917.

This report is very exhaustive and goes into every detail in connection with the business of the Fund, and the report is very gratifying to this Commission, and we believe it should be to those employers who have given their business to the Fund, and thus have helped make it a success. This report has been printed under separate cover, and will be supplied on application.

Respectfully submitted,

INDUSTRIAL COMMISSION OF COLORADO.



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