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Second Report

OF

The Industrial Commission of Colorado

DECEMBER 1, 1917

TO

DECEMBER 1, 1918



Administering:

Workmen's Compensation Act

Industrial Relations Act

State Compensation Insurance Fund

Colorado Minimum Wage Law

DENVER, COLORADO

EAMES BROTHERS, STATE PRINTERS

1919

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THE INDUSTRIAL COMMISSION
OF COLORADO

HIRAM E. HILTS,
Chairman,

GEORGE W. DENSMORE,
Commissioner.

JOSEPH C. BELL,
Commissioner.

WALTER E. SCHWED,
Secretary.

WM. F. MOWRY,
Chief of Claim Dept.

GEORGE N. QUIGLEY, Mgr.,
State Compensation Ins. Fund.

WM. R. SHAW, Statistician.

THOS. F. KEARNEY, Asst. Mgr.,
State Compensation Ins. Fund.

GERTRUDE A. LEE, Secretary,
Minimum Wage Commission.

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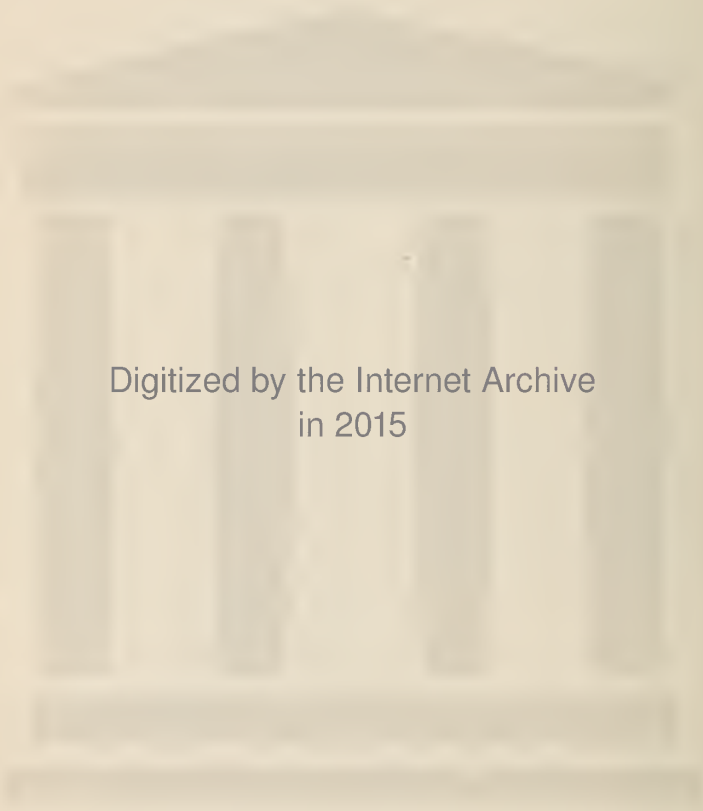
LETTER OF TRANSMITTAL

Office of Industrial Commission of Colorado,
State Capitol, Denver.

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 Chapters 155 and 98 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 December 1st, 1917, to December 1st, 1918.

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



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STATEMENT

This Commission administers Chapter 179 of the Session Laws of the State of Colorado of 1915, and the Amendments thereto of 1917, commonly known as the Workmen's Compensation Act. It also administers Chapter 180 of the Session Laws of the State of Colorado of 1915, known as the Industrial Relations Act. Also under the provisions of Chapter 98 of the Session Laws of the State of Colorado of 1917, the Colorado Minimum Wage and Labor Law for Women and Minors was placed in the hands of this Commission for administration.

Under the authority of the Workmen's Compensation Act, there was created a State Compensation Insurance Fund, administered by this Commission as a medium for the writing of compensation insurance in this state. This Commission took office March 1st, 1917, but as no report had been filed covering the activities of the Industrial Commission prior to the time the present Commission took office, its first report covered the period from August 1st, 1915, to December 1st, 1917.

This report covers the work of this Commission from December 1st, 1917, to December 1st, 1918.

WORKMEN'S COMPENSATION

The Act proper establishing Workmen's Compensation in this state has now been in operation something over three years, and the amendments thereto nearly two years. This Act at the time it was adopted in this state was not only an untried piece of legislation so far as this state was concerned, but the principles of compensation were comparatively new in this country. At the present time it is now in operation in thirty-seven states in this Union and in Alaska, Hawaii, and Porto Rico. In our own state the Act has now been in operation a sufficient length of time so that a clear insight may be gained, not only into its purpose and the benefits thereof, but also the shortcomings which time has brought to light.

That Workmen's Compensation has come to stay in Colorado is evident. The records of the Industrial Commission in compensation cases are themselves an unanswerable brief in favor of the principles of the law.

Criticisms of our law based upon particular provisions thereof have been made, and justly so, but those who criticize the principles of Workmen's Compensation will too often be found to be that small, but nevertheless always present class of individuals who seek to prey upon the misfortunes of others.

Changes in the Act suggested by experience in administering the same and by changed conditions will undoubtedly have to be made, but the Act as a whole contains the basic ground work for meting out justice to both the employer and the employee.

We believe that the principles of the Act, as a whole, are favored by both employers and employees, and that this legislation is more and more coming to be regarded by both classes and by the public at large, as designed and able to mete out justice in the vast majority of cases. During the past year the work of the Commission under the Act has shown an enormous increase, due not only to an increase in labor, but to the fact that as all parties concerned become more and more acquainted with their rights under the law, the number of claims filed by injured employees and their dependents increases, and consequently the number of contested hearings.

CHANGES IN THE LAW

The experience of the Commission in the administration of the Act and the experience of employers and employees who are subject to its terms, have suggested certain changes which should be made.

The Act, while containing the fundamentals of a proper compensation law, is very poorly arranged mechanically. There should be a proper grouping of those sections which are related in subject matter, so that improper restrictions and limitations which might be read into the Act on account of improper grouping would be eliminated.

The greatest complaint against the Act has been as to its maximum and minimum weekly compensation rate and its maximum and minimum death rate. The maximum rate of compensation at present is \$8.00 per week, the minimum \$5.00, and the maximum death award \$2,500.00.

Changes should be made in the administration and procedure sections of the Act so that the handling and disposition of cases might be speeded up. This may be accomplished by eliminating much of the detail connected with the handling of claims under the present Act.

Conflicts in certain sections of the Act, presumably dealing with the same subject matter, should be eliminated and the ambiguities of certain sections which have caused appeal to the courts for construction, should be cleared up. Broader provisions should be made for the medical and surgical aid provided for in the Statute and some intelligent plan worked out for systematizing and making uniform medical and surgical aid rendered to employees under plans adopted by the employer.

In view of the increase in the compensation work of the Commission, coupled with the wonderful growth of the State Compensation Insurance Fund, an increased appropriation is necessary for the Commission for the ensuing biennial period and an increase of help, as the Commission has been seriously handicapped in its efforts to speedily dispatch all of its work entrusted to it, owing to the fact that it has been compelled to be content with the same working force which handled the business at the beginning of the biennial period.

Employers insured under the Act as shown by notices of insurance filed with Commission up to December 1st, 1918:

1797	Miscellaneous
92	Machinery
1436	Metal Mining
169	Coal Mining
1521	Mercantile
234	Office
461	Hotel and Restaurant
365	Automobile
183	Farming and Ranch
343	Contractors
274	Construction
247	Transportation
616	Manufacturing

7738 Total.

Employers to whom Commission has granted privilege of paying compensation direct to employee:

August 1, 1918—Expiration July 31, 1919.

	Bond
Associated Press, gathering and distributing news.....	\$20,000.00
American Steel & Wire Works, wire and products of wire.....	20,000.00
American Smelting & Refining Co., operates mines.....	
American Telephone & Telegraph Co., telephone business.....	
Colorado Springs & Interurban Railway, street railway.....	20,000.00
Colorado Supply Co., merchandise.....	
Calumet Fuel Co., producers of coal.....	
Colorado Fuel & Iron Co., mining.....	
Colorado & Utah Coal Co., coal mining and mercantile.....	
Denver Gas & Electric Light, manufacturing electricity, gas & steam.....	
Denver Tramway Co., street railroad.....	
E. I. DuPont de Nemours & Co., manufacturing of explosive.....	
Empire Zinc Co., milling, mining and purchase ores.....	20,000.00
General Electric Co., manufacturing electrical apparatus.....	20,000.00
Golden Cycle Mining Co., gold ore reduction.....	
Grand River Valley Railway Co., electrical street railway.....	
Grand Valley Irrigation Co., water for irrigating purposes.....	
Hendrie & Bolthoff Mfg. Co., wholesale and retail dealers machinery.....	
International Realty Co., real estate.....	
Juanita Coal Co., coal mining business.....	45,000.00
Mountain States Telephone & Telegraph Co., telephone.....	
Modern Woodmen of America, fraternal beneficiary society.....	
National Fuse & Powder Co., manufacturing safety fuse.....	
Jas. G. Noll Lumber Co., wholesale and retail, material fuse.....	
Pike's Peak Consolidated Fuel Co., coal mining.....	50,000.00
Prudential Insurance Co. of America, life insurance.....	10,000.00
Post Printing & Publishing Co., publishers newspapers.....	
Rocky Mountain Coal & Iron Co., lumber and mercantile.....	
Seldomridge Grain Co., hay, grain, etc.....	15,000.00
Singer Sewing Machine Co., sale of machines, parts thereof.....	15,000.00
Standard Bottling Co., bottling, soda fountain supplies.....	15,000.00
Standard Fire Brick Co., manufacturing general clay material.....	
Standard Oil Co., refining and manufacturing crude gasoline.....	
Swift & Co., general meat packing.....	
Stratton Home, operating and maintaining a charitable institution.....	
The United Oil Co., producing and refining petroleum.....	20,000.00
United States Portland Cement Co., manufacture of cement.....	
Utah Fuel Co., producers of coal.....	
United States Zinc Co., smelting plant, ore buying.....	
Wasatch Store Co., retail mercantile.....	
Western Union Telegraph Co., telegraph.....	
The Wray Telephone Co., telephone.....	10,000.00
Western Electric Co., buying and selling electrical supplies.....	15,000.00

STATISTICAL INFORMATION

August 1st, 1915, to December 1st, 1918

ACCIDENTS AND CLAIMS

Total number of accidents since organization.....	44,382
Total number of claims since organization.....	8,909
Percentage of Claims.....	20%
Number of accidents for the fiscal year.....	14,932
Number of claims for the fiscal year.....	3,722
Percentage of Claims	24.92%
Number of claims (Male)	3,609
Number of claims (Female)	113
Percentage (Female)	3.03%
Total number of claims since organization (Male).....	8,717
Total number of claims since organization (Female).....	192
Percentage (Female)	2.15%
Total number of deaths during fiscal year.....	202
Coal 66	Percentage.....32.67%
Metal 47	Percentage.....23.26%
Misc. 89	Percentage.....44.05%
Death claims since organization.....	706
Coal331	Percentage.....47.20%
Metal150	Percentage.....21.20%
Misc.225	Percentage.....31.80%
Non-fatal claims during fiscal year.....	3,620
Coal722	Percentage.....19.94%
Metal506	Percentage.....13.97%
Misc.2,392	Percentage.....66.07%
Non-fatal claims since organization.....	8,203
Coal1,942	Percentage.....23.67%
Metal1,346	Percentage.....16.41%
Misc.4,915	Percentage.....59.92%
Awards entered during fiscal year.....	181
Awards entered since organization of Commission.....	781
Agreements approved during fiscal year.....	3,478
Agreements approved since organization.....	7,772

Amputations during fiscal year.....	213
Amputations since organization.....	600
Loss of use during fiscal year.....	45
Loss of use since organization.....	230
Permanent total during fiscal year.....	8
Permanent total since organization.....	21
Permanent partial during fiscal year.....	232
Permanent partial since organization.....	704
Temporary total during fiscal year.....	3,066
Temporary total since organization.....	7,256
Temporary partial during fiscal year.....	41
Temporary partial since organization.....	106
Facial disfigurement during fiscal year.....	17
Facial disfigurement since organization.....	30
Blood Poison during fiscal year.....	58
Blood Poison since organization.....	163
Wholly dependent during fiscal year.....	74
Wholly dependent since organization.....	325
Partial dependent during fiscal year.....	19
Partial dependent since organization.....	49
No dependents during fiscal year.....	8
No dependents since organization.....	78
Foreign dependents during fiscal year.....	8
Foreign dependents since organization.....	109
Compensation denied during fiscal year.....	44
Fatal during fiscal year.....	12
Non-fatal during fiscal year.....	32
Compensation denied since organization.....	186
Fatal since organization.....	41
Non-fatal since organization.....	145
Compensation reduced during fiscal year.....	4
Compensation reduced since organization.....	15
Average weekly wage.....	\$17.99
Average rate of compensation.....	\$ 7.71
Average number of weeks of disability.....	15.73
Amount of compensation paid up to December 1, 1918.....	\$801,160.34
Amount of compensation paid during fiscal year.....	\$383,766.27
Amount of compensation paid since organization.....	\$1,184,926.61

APPEALED CASES

At the time of the issuance of the last report of this Commission, December 1st, 1917, there had been twenty seven cases in which one of the parties thereto, either the claimant or the employer or the insurer, had appealed from the finding and award of the Commission to the District Court. Of this number seven cases had been appealed to the Supreme Court. Of the seven cases appealed to the Supreme Court at that time, five cases were still pending in the court undecided and the two cases that were decided were decided in favor of the Commission.

The list below gives all the cases which have been appealed to either the District or Supreme Court since that time and all the cases which were pending in either the District Court or Supreme Court at that time and which have since been decided, and shows whether the award of the Commission was confirmed or reversed:

CLAIM No. 137.

Death of Chas. Lynch. Cora M. Lynch, Claimant, vs. C. E. Walker Contracting Co., Employer, and the Aetna Life Ins. Co., Insurer.

Commission awarded compensation for the maximum sum of \$2,500 to dependents. Appeal to District Court, City and County of Denver; decision of Commission reversed by District Court. Appeal to Supreme Court; decision of District Court reversed and Commission sustained. Petition for rehearing denied.

CLAIM No. 1008.

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

CLAIM No. 1007.

Death of James O'Meara. Catherine Reddy, aunt, vs. Anderson Tunnel Company, Clark H. Weaver, Employer, and the Maryland Casualty Co., Insurer.

Compensation awarded by the Commission in both of the above cases to the dependents. Above cases were appealed to the District Court and were reversed. Both cases then appealed to the Supreme Court and decision of the District Court, reversing the Commission, was sustained.

CLAIM No. 1897.

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

Appealed to District Court; decision of Commission reversed. Appealed to Supreme Court; decision of District Court reversing the decision of the Commission sustained.

CLAIM No. 1898.

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

Compensation to widow for death in the maximum sum of \$2,500. Appealed to District Court; award of Commission sustained.

CLAIM No. 1026.

Thomas Pier, Claimant, vs. Leyden Coal Co., Employer, and the Employers' Mutual Ins. Co., Insurer.

Appealed to District Court. The Commission awards of \$2,800 for permanent partial disability sustained and order of Commission requiring payments to be made pending appeal upheld. Appealed to Supreme Court; order and award of Commission upheld.

CLAIM No. 3509.

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

Compensation denied. Appealed to District Court; award of Commission sustained.

CLAIM No. 1843.

In the matter of the death of Joe Adamo vs. Brown Brothers, Employer.

Commission held that employer, although subject to Act, had not taken out insurance and was not within their jurisdiction. Appealed to District Court; decision of Commission reversed.

CLAIM No. 536.

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

Compensation denied. Appealed to District Court; decision of Commission confirmed.

CLAIM No. 3690.

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

Compensation awarded by Commission against Hallack Inv. Co. and its insurer. Appealed to District Court; decision of Commission confirmed.

CLAIM No. 335.

Joe Koroly, Claimant, vs. Colo. Fuel & Iron Co., Employer, self-insurer, Respondent.

Claimant was permanently totally disabled. His application for lump sum was denied by Commission. Appealed to District Court; Commission decision sustained. Appealed to Supreme Court; decision of Commission reversed.

CLAIM No. 1563.

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

Compensation denied. Appealed to District Court; decision of Commission confirmed. Appealed to Supreme Court; decision of District Court confirming finding and award of Commission sustained.

CLAIM No. 3814.

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

Compensation denied. Appealed to District Court of Las Animas county. Now pending.

CLAIM No. 1526.

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

Decision of the Commission reversed by District Court. District Court awarded claimant \$2,080 on basis of permanent partial disability. Appealed to Supreme Court; decision of District Court reversed. Case sent back to Commission to be reheard by entire Commission. Court holding that Referee or employees of the Commission could not hear the testimony in compensation cases. Petition for rehearing now pending.

CLAIM No. 390.

Oscar R. Davis, Claimant, vs. Johnstown Threshing Co., Employer, and Ocean Accident & Guarantee Corp., Ltd., Insurer.

Compensation awarded for loss of hearing by lightning. Appealed to District Court; reversed and remanded to Commission for further proceedings.

CLAIM No. 1907.

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

Appealed to District Court; decision of Commission confirmed. Appealed to Supreme Court. Now pending.

CLAIM No. 113.

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

Compensation denied. Appealed to District Court; Commission sustained. Appealed to Supreme Court. Now pending.

CLAIM No. 2113.

James W. Sherman, Claimant, vs. Denver Rock Drill Mfg. Co., and Globe Indemnity Co., Insurer.

Compensation awarded to claimant for loss of eye. Appealed to District Court. Now pending.

CLAIM No. 4826.

Brock-Haffner Press Co., and London Guarantee & Accident Co., vs. Industrial Commission of Colorado, and Martha Rebeca Hoffman and Robert Putnam.

Compensation awarded to dependents by Commission. Appealed to District Court; remanded by the Court to Commission for new finding on the question of degree of dependency.

CLAIM No. 4619.

Sophia Youngquist, Rudolph Youngquist, Minor, vs. Rowley Clark, doing business with Rowley Brick Co., Employer, and London Guarantee & Accident Co., Ltd., Insurer.

Compensation denied. Appealed to District Court; finding and award of Commission confirmed. Appealed to Supreme Court. Now pending.

CLAIM No. 3321.

Jennie A. Hasselman vs. the T. H. Koppers Co., a corporation, and Travelers Ins. Co., Insurer.

Appealed to District Court; award of Commission reversed; case remanded. Motion for new trial now pending.

CLAIM No. 3623.

Frank Dolan, Josephine Dolan, Mother, Dependent, vs. Victor American Fuel Co., Employer, and Employers' Mutual Ins. Co. and Lloyds of London, Insurers.

Compensation denied. Appealed to District Court. Now pending.

CLAIM No. 3839.

Mary Palerrio, on behalf of herself and minor children, vs. Broderick Mining & Milling Co., Employer; Ocean Accident & Guarantee Co., Ltd., Insurer.

Compensation awarded. Appealed to District Court; award of Commission confirmed. Appealed to Supreme Court. Now pending.

CLAIM No. 4458.

Mary Glenn, Claimant, vs. New Savoy Hotel, London Guarantee & Accident Co., Ltd., Insurer.

Appealed to District Court. Now pending.

CLAIM No. 5773.

Wm. Fell vs. McPhee & McGinnity, Employer; London Guarantee & Accident Co., Ltd., Insurer.

Appealed to District Court. Now pending.

CLAIM No. 2928.

Death of Fred H. Todd. Henry Todd, guardian of minor children, vs. Bear River Coal Co., Employer; Employers' Mutual Ins. Co., Insurer.

Compensation denied. Appealed to District Court. Now pending.

CLAIM No. 1999.

Leo H. Lassar vs. Ocean Accident & Guarantee Corp., and Union Coal & Coke Co., Employer.

Appealed to District Court. Now pending.

CLAIM No. 4623.

John Billick vs. Stearns-Roger Mfg. Co., Employer, and London Guarantee & Accident Corp., Insurer.

Compensation denied. Appealed to District Court. Now pending.

CLAIM No. 3404.

Ray Brown vs. Great Western Sugar Co., Employer; London Guarantee & Accident Co., Insurer.

Compensation awarded claimant. Appealed to District Court. Now pending.

CLAIM No. 5533.

Paula Holguin and Manuella Holguin vs. Colorado Coal Mines Co., and London Guarantee & Accident Corp., Ltd., Insurer.

Compensation awarded. Appealed to District Court. Now pending.

CLAIM No. 5458.

James W. Bunton and Delphine Bunton vs. Wolf Park Coal Co., Employer; Employers' Mutual Ins. Co., a corporation, Insurer.

Compensation awarded. Appealed to District Court. Now pending.

CLAIM No. 6130.

Pearl Prouse, on behalf of herself and minor child, vs. Rocky Mt. Fuel Co., and Employers' Mutual Ins. Co.

Appealed to District Court. Now pending.

CLAIM No. 2709.

Nannie Gaines vs. Martin D. Funk, doing business as Wray Brick Co., Employer.

Appealed to District Court. Now pending.

Joseph Hawley vs. Industrial Commission of Colorado, in re: allowance of attorney's fees.

Now pending.

CLAIM No. 2929.

Grace S. Handley vs. Western Light & Power Co., Employer, and Ocean Accident & Guarantee Corp., Insurer.

Appealed to District Court. Now pending.

CLAIM No. 3461.

J. R. Garren vs. The Margo Land & Ditch Co., a corporation, and London Guarantee & Accident Co., a corporation.

Appealed to District Court. Now pending.

DECISIONS OF THE COMMISSION

Hereinafter follows a digest of all cases which have been decided by this Commission from the period December 1, 1917, to December 1, 1918. These decisions are divided into three groups: Those decisions which involve questions of law, or rulings upon the construction of the law, are digested with appropriate headings; all cases involving applications for lump sum settlements are as far as possible digested in the second group; the third group comprises all those cases which involve neither an application for lump sum settlement nor questions of law, but merely decisions upon questions of fact.

ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT.

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

Cause was reheard by Commission pursuant to an order of the District Court remanding said cause for a new hearing. Tracy, an employe of the Ice Cream Company, while performing services arising out of and in the course of his employment, rolled a truck into the ice box or refrigerator room at the plant of the Company; he was accompanied into the room by another employe, who remained with him about two minutes and who then went out and closed the door of the refrigerator room behind him. Tracy was not seen thereafter until about fifteen or twenty minutes after twelve, when another employe had occasion to go into the room and found Tracy dead, or in the death agony, in the room between the truck and iron refrigerator pipes or shells which ran around the room on the left-hand side of the truck, with his head near the door. Commission found, from the evidence: Tracy was 25 years of age, and at the time he went into the room he was performing the duties of his position in his customary manner, and appeared to witnesses who saw him, to be in his usual good health. The Commission further found that the only mark on his body was contusion on the head or skull just to the right of the right frontal eminence; post mortem disclosed a large sub-dural hemorrhage extending from the right parietal lobe throughout the right and left middle fossa and into the canal of the cord; further examination revealed the rupture of the right middle cerebral artery as a source of the hemorrhage. Commission found that Tracy, while in the room, fell in some manner unknown to the Commission, striking his head upon some object which produced the contusion and resulting hemorrhage and rupture; that Tracy, while suffering from enlarged lymph glands, was not suffering from status thymico lymphaticus, nor any other disease, and that he, therefore, came to his death by an accident arising out of and in the course of his employment. Compensation awarded to widow for maximum of \$2,500, payable at the rate of \$8 per week, December 19th, 1917.

Acc. No. 20,947, Claim No. 3,293. In the Matter of John Austin, Claimant, vs. Jefferson County Power & Light Company, Employer, and Employers' Indemnity Corporation, Insurer, Respondent.

Austin was injured by being thrown out of a motor truck on a mountain road. Claimant and the superintendent of Jefferson County Company were returning from the mountains where they had gone to get a Christmas tree. Commission found, from the evidence, that the superintendent of the Company had borrowed a truck from the Company in order to go and get a Christmas tree for his own use, and that claimant requested the superintendent's permission to accompany him, which permission was at first refused, and then as claimant was anxious to procure a tree for himself, he was finally allowed to accompany the superintendent. Commission found that claimant was employed as a general utility man and that it was not within the course of his employment to go with the superintendent to secure Christmas tree for his own personal use or for the use of the superintendent. Commission further finds that Austin was injured after working hours, off the premises of his employer, and while performing a voluntary act outside of the duties for which he was employed, for his own personal use and convenience. Held that the accident did not arise out of and in the course of the employment and that the claimant was not, at the time he was injured, performing services arising out of and in the course of his employment, and, therefore, claim denied December 28, 1917.

Acc. No. 11,451, Claim No. 1,781. In the Matter of Eugene Harvey, Claimant, vs. Antlers Hotel Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant was an employe of the washing and laundry room of the employer hotel; his regular hours of employment did not require him to be at work between the hours of twelve and one o'clock p. m. During lunch hour claimant went into the engine room of the hotel, reached under the ice machine, and just as he was warned to stay away from it, his hand was caught in it, with the result that it was severely injured. Commission found that claimant's action in going into the engine room for the purpose of securing ice in order to make ice water for his own lunch, during the lunch hour, did not fall within the scope of his employment; that claimant was not performing services arising out of and in the course of his employment, and that, therefore, his claim for compensation should be denied. December 31st, 1917.

Acc. No. 21,357, Claim No. 4,621. In the Matter of Jack Gornich, Claimant, vs. Yak Mining & Milling Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondent.

Claimant was injured by an accident arising out of and in the course of his employment; while employed as an ore shoveler a piece of rock slipped from above them and rolled against his left foot, as a result of which claimant was disabled for several weeks. About a week before his disability, arising as a result of said accident, ceased, claimant contracted a severe case of eczema, which commenced around the place of injury, and which resulted in further disability for a period of nearly four months. Held that said eczema was caused and arose as a result of injury to the claimant's foot; claimant was entitled to further compensation until the period of disability caused by said eczema had ceased. January 11th, 1918.

Acc. No. 23,184, Claim No. 3,832. In the Matter of the Death of Fred Polarro. Mary Polarro, Widow, in behalf of herself and minor children, Dependents, Claimants, vs. Broderick Mining & Milling Company, Employer, and Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Decedent was killed on the premises of the employer mining company on or about the 18th day of May, 1917; he was employed by the company as a watchman on its premises. The company furnished him a cabin which was equipped with bedding and cooking stove. It was the duty of deceased to report between twelve and one o'clock each day at the shaft house of the mine, and he was hired, and it was his duty to stay on the premises continuously for a full twenty-four hours each day; the premises of employer were located in an altitude of about 10,500 feet above sea level. Commission found from the evidence that Polarro was killed while blasting stumps on the premises, for the purpose of being used in his cabin for cooking and heating purposes. A portion of a blasted stump struck him and produced injuries which resulted in his death. The employer did not furnish coal or fuel for heating or cooking, and there was no such fuel on the premises available. Commission found, from the evidence, that from the nature of the employment of the deceased, being his duty to remain on the premises continuously, from the fact that the premises were located at an elevation of 10,500 feet above sea level, that it was necessary for decedent to have fuel at all times, not only for cooking purposes, but for heating purposes. Commission further found that it was the custom of men employed as watchmen on mining properties, at an altitude such as in this case, who are required to remain on the premises continuously, to procure the fuel on the premises, either by using loose timber, or if that was not available, as in this case, to blast stumps. Commission held, considering the above facts, that Polarro was killed by an accident arising out of and in the course of his employment while he was performing services arising out of and in the course of his employment, and awarded compensation of \$2,500.00, payable at \$8.00 per week, to the widow and minor children, January 25th, 1918.

Acc. No. 29,791, Claim No. 5,298. In the Matter of Carl Lare, Claimant, vs. Post Printing and Publishing Company, Employer, Self Insurer, Respondents.

Lare was instructed to strip core off paper rolls used by his employer; no stripper was provided by employer for this purpose; claimant was instructed to make one, by his employer. In his attempt to fashion one out of a piece of wood, his hand came in contact with a circular saw which he was using, injuring same so that as a result he was disabled for 3 6-7 weeks. Commission held that claimant was performing services arising out of and in the course of his employment, at the time he was injured, and that the accident arose out of and in the course of his employment, and allowed compensation for the period of disability, at the rate of \$6.67 per week. January 24th, 1917.

Acc. No. 28,671, Claim No. 5,216. In the Matter of Louis Gunther, Claimant, vs. Norton Land Company, Employer, and Travelers Insurance Company, Insurer, Respondents.

Claimant had completed his day's work, was returning to a bunk house for the purpose of retiring for the night, and while attempting to enter slipped on steps and injured his leg. Commission held that accident did not arise out of and in the course of his employment. Claim denied February 26, 1918.

Acc. No. 3,516. In the Matter of the Death of John Unwin. Carrie F. Unwin, Widow, Dependent, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Decedent was employed on August 31st, 1916, in a casting foundry at Minnequa, Pueblo, Colorado, quit work at five o'clock and started south on a Railroad Company's tracks as far as a coal chute used by the employer herein, and within about 950 feet of the Indiana Avenue gate, where he was to make his exit, a switch engine of the railroad was coal-

ing at the coal chute. Decedent, with a son and third party, boarded a coal car coupled to the switch engine, for the purpose of riding to the gate. As the coal car approached the gate decedent fell off, and in falling tripped and broke his right leg; was thereafter taken to the hospital where he recovered to the extent of being able to go about on crutches. On January 1st, 1917, he showed signs of a physical decline and died on April 14th, 1917. Commission found, from the evidence, that it was his business to check in at the Indiana Gate, and from that point to proceed to his work at the casting foundry; that upon completion of his work he was required to check out at said Gate; that in order to check out he was required to use the right of way of the Railroad Company in going from his work to said Gate. Commission further found that the employer had rules printed and posted forbidding its employes from using the freight cars of the railroad in going to and from work, but notwithstanding the rules, it had been the common practice for other employes to use the train riding to and from their work, and that the knowledge of this practice was more or less known to the employer. Commission held that the injured employe was 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, but that his action in riding said train constituted a violation of safety rule adopted by the employer, and reduced compensation 50%. Compensation awarded to widow for \$1,250, at \$8 per week. May 10th, 1918.

Acc. No. 25,922, Claim No. 5,850. In the Matter of Frank H. Clegg, Claimant, vs. The Call Switch Company, Employer, and United States Casualty Company, Insurer, Respondents.

The evidence established that on August 20th, 1917, claimant was in the employ of the above named employer; that he was not required to perform any services between 12 o'clock m. and 1 o'clock p. m., same being his lunch hour; that during lunch hour he borrowed a bicycle from a fellow employe, rode to the top of the hill a mile west of the employer's plant, and returning fell off the bicycle and fractured his collar bone, and as a result was disabled from work until November 1st, 1917. Held that claimant's accident did not arise out of and in the course of his employment while he was performing services arising out of and in the course of his employment. Claim denied May 21st, 1918.

Acc. No. 32,409, Claim No. 5,982. In the Matter of Minnie A. Sandefer, Claimant, vs. Ford Motor Company, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Claimant was injured while going from her home to her place of employment and prior to the time that she had actually reached the plant or office of employer. Held that accident did not arise out of and in the course of her employment, nor while she was performing services arising out of and in the course of her employment. Claim denied May 31st, 1918.

Acc. No. 18,572, Claim No. 2,928. In the Matter of the Death of Fred Todd. His Minor Children, by their Guardian, Dependents, Claimants, vs. The Bear River Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Todd was injured on January 19th, 1917, while working for above-named employer, in a coal mine. The evidence established that after drilling and cleaning up holes a little after 4 p. m., decedent and his companion stayed at their working places pumping water out of the holes, and then proceeded to load and tamp the holes until shot firer appeared about 4:40 p. m. That 4 o'clock was quitting time for decedent; that after shot firer appeared at the working place, he lit the fuses; that decedent and companion started toward the entries of the mine, walked a distance of 750 feet from where shots had been placed, and they then

all stopped in the cross-cut, heard all four shots explode and thereupon decedent remarked to his companion that he was going back to see how the shots had pulled; that the shot firer ordered decedent not to return, but wholly disregarding all protests he retraced his steps toward the working place, and upon arriving there was caught by falling rock and coal. Commission held that decedent was not killed while performing services arising out of and in the course of his employment, and that the accident did not arise out of and in the course of his employment. Claim denied June 3rd, 1918.

Acc. No. 23,185, Claim No. 4,062. In the Matter of Edith Van Gundy, Claimant, vs. F. W. Cossebaum and George V. Cossebaum, a co-partnership doing business as The New Method Laundry, Employer, Respondents.

Claimant sustained total loss of vision of the right eye. Claimant, while performing services arising out of and in the course of her employment, while working for above-named employer, was struck in the eye by a stick of wood thrown by another employee, who used stick of wood for the purpose of attracting claimant's attention to some work which he wished her to perform. The employer, although subject to the terms of the Workmen's Compensation Act, had not procured insurance. Claimant elected to prosecute her claim under the Act. Compensation awarded at \$5 per week for 104 weeks. June 7th, 1918.

Acc. No. 22,917, Claim No. 5,959. In the Matter of Tony Costa. Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Commission found, from the evidence, that the claimant was injured as a result of his curiosity in inspecting machinery used by other employees and while watching another employee work on the machine, and not by an accident arising out of and in the course of his employment, nor while he was performing services arising out of and in the course of his employment. Claim denied June 13th, 1918.

Acc. No. 34,499, Claim No. 6,832. In the Matter of Edgar Maxey, Claimant, vs. C. C. Huddleston, Employer, and Fidelity & Casualty Company, Insurer, Respondents.

Claimant was the owner of a homestead six miles south of Lamar, Colorado; that on March 31st, claimant went to his claim from Lamar on personal business; at the time of his injury, about 9 p. m. of said date, he was returning to Lamar to go to his room, there to sleep during the night, to be ready to go to work for his employer the next morning, when his horse became frightened, kicked him and fractured his leg. Commission held that the accident did not arise out of and in the course of his employment nor while performing services arising out of and in the course of his employment. Claim denied August 7th, 1918.

Acc. No. 32,530, Claim No. 6,746. In the Matter of Ralph Bearly, Claimant, vs. Swift & Company, Employer, Self Insurer, Respondents.

Claimant was a traveling salesman, and while at Arriba, Colorado, on business for his employer, was walking outside of the hotel on cement walk, fell into the area way having steps running to cellar, fracturing his right arm and shoulder. Commission held that the accident arose out of and in the course of his employment. Compensation awarded for 10 weeks and 5 days at \$8 per week, plus \$93.60 expended by claimant for the first thirty days following accident, for medical attention, August 13th, 1918.

Acc. No. 34,727, Claim No. 6,622. In the Matter of John T. Reid, Claimant, vs. Carlson Ice Cream Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant was injured while going from his home to the postoffice. Claimant was required to go to the postoffice in the morning for mail for his employer. He sustained his injuries when he had gone about 20 feet from his home, by slipping on the sidewalk. The course he had taken at the time he fell was no different from that which he would have taken were he going direct to his place of business employment. Held that accident was not sustained in the course of his employment nor while he was performing services arising out of and in the course of his employment. Claim denied August 15th, 1918.

Acc. No. F-1,802, Claim No. F-577. In the Matter of F. C. Vicker, Claimant, vs. Cripple Creek Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claimant after going home for lunch, took his private automobile out of his garage for the purpose of taking his mother down town. They went to the office of the Denver Gas & Electric Company, in Denver, Colorado, and after transacting their business there, claimant returned to his car, tried to crank it and suffered a broken wrist as a result. Commission found that accident did not arise out of and in the course of employment, as the use of the car for taking his mother down town was a private personal use, and in no sense connected with claimant's employment with the Cripple Creek Gold Mining Company. The Commission further found that claimant had not sustained any reduction or loss of salary by reason of accident. Held that claimant was not entitled to compensation. Claim denied January 2nd, 1918.

ALIEN ENEMY

Acc. No. 26,172, Claim No. 4,678. In the Matter of Tony Rodler, Claimant, vs. Capitol Mining & Tunnel Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Claimant and respondent, Insurance Company, entered into an agreement on October 3rd, 1917, for the payment of compensation to claimant during disability. Insurer then later petitioned for Commission to discontinue payments of compensation on the allegation that claimant was an alien enemy and that under the United States statutes payment should cease. Commission found that allegation of the insurer as to the citizenship of the claimant was sustained by the claimant's admissions, but as claimant was employed and living in this country, had not been interned, that there was no authority in law either in the Trading With Enemy Act or in the proclamations issued thereunder by the President of the United States which would authorize the granting of permission to respondents to cease payments until after the war; it was, therefore, ordered that payments continue, as provided in the agreement. Petition for discontinuance denied January 4th, 1918.

BURDEN OF PROOF

Acc. No. 20,858, Claim No. 3,267. In the Matter of Earl Hahn vs. Foley Lumber Company, Employer, and London Guarantee & Accident Company, Insurer, Respondents.

Claimant alleged a hernia sustained on or about the 30th day of October, A. D. 1916. Held by the Commission that claimant has not proven the said claim by a preponderance of the evidence submitted, and claimant has not proven that he sustained a hernia, or that the condition complained of was the result of an accident arising out of and in the course of his employment. Claim denied March 28th, 1918.

Acc. No. 27,374, Claim No. 4,832. In the Matter of George H. Zimmerman, Claimant, vs. Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant alleged an injury causing loss of vision in left eye, supposed to have been sustained September 7th, 1917. Commission found that claimant had not established burden of proof that he sustained an injury under the terms and provisions of the Workmen's Compensation Act; had not proven his claim by preponderance of evidence submitted or that he sustained any loss of vision as result of an accident. Claim denied March 28th, 1918.

Acc. No. 20,657, Claim No. 4,579. In the Matter of Joe Dorsen, Claimant, vs. Rugby Fuel Company, Employers, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant claimed to have been injured by an accident arising out of and in the course of his employment while working for the above employer, February 14th, 1917; as a result thereof sustained loss of his right arm. The Commission held that claimant had failed to establish the burden of proof resting upon him; no accident was shown to have been sustained by the claimant, therefore claim should be denied. February 24th, 1918.

Acc. No. 24,974, Claim No. 4,181. In the Matter of Nick Nehail, Claimant, vs. The Victor-American Fuel Company, Employers, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant claimed to have sustained an accident some time in March, 1916. While digging coal, coal fell from a point above him, striking him in the leg, causing a wound. Held by Commission the burden of proof resting upon claimant to establish his claim by a preponderance of evidence had not been met, and Commission found that the present condition of disability was due to injuries previously sustained. Claim denied February 13th, 1918.

Acc. No. 26,189, Claim No. 4,438. In the Matter of the Claim of Steve Krokas, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Claimant alleged that his flat foot condition was sustained by him as a result of an accident June 5th, 1917, while in the employ of the above named employer. Held that the burden of proof was upon claimant; that he failed to establish that the condition complained of was due to an accident. Claim denied February 11th, 1918.

Acc. No. 14158, Claim No. 2384. In the Matter of John Soltis, Claimant, vs. Colorado Fuel & Iron Company, Self Insurer, Employer, Respondents.

Claimant alleged an accident as having been sustained on July 7th, 1916. Held that the burden of proof was upon claimant; that he had not established his claim by a preponderance of the evidence; it was not clearly shown that the conditions he complained of were due to an accident. Claim denied February 11th, 1918.

Acc. No. 31193, Claim No. 5521. In the Matter of Floyd A. Voorhees, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Commission found that claimant had not established or proven his claim by the preponderance of evidence, and that he had not proven he had sustained an accident or that the condition complained of was the result of an accident sustained while working for above employer. Claim denied June 6th, 1918.

CLAIMANT'S FAILURE TO APPEAR

Acc. No. 18585, Claim No. 3132. In the Matter of Frank Viscic, Claimant, vs. The Union Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant, although duly and regularly notified, did not appear at the hearing set for his claim. No showing was made as to why claim was not prosecuted, and it was ordered that claim be stricken and retired from the active trial calendar to the closed file of the Commission. March 9th, 1918.

Acc. No. 23764, Claim No. 3970. In the Matter of Rocco Zavetti, Claimant, vs. Cedar Hill Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant, although duly and regularly notified of hearing, did not appear. No showing was made why claim was not prosecuted. Held claim should be stricken and retired from the active trial calendar to the closed file of the Commission. March 20th, 1918.

Acc. No. 14433, Claim No. 2274. In the Matter of the Death of Paul Zarp. Florence Zarp, his Widow, Dependent, Claimant, vs. Swift & Co., Self Insurer, Respondents.

Commission found that at the hearing set in this claim claimant failed to appear. No showing made at the time or since why claim was not prosecuted. It was, therefore, ordered that the claim be stricken and retired from the active trial calendar to the closed file of the Commission. February 28th, 1918.

COMPENSATION CONDITIONED ON SUBMISSION TO AMPUTATION

Acc. No. 28,839, Claim No. 5,268. In the Matter of John Danie, Claimant, vs. McPhee & McGinnity Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant was paid, under an agreement, at \$6.46 per week, from November 22nd, 1917, during disability, for five weeks. Commission found that from medical testimony, it would be to the best interest of claimant to submit to an amputation of his middle finger of right hand, back of the distal joint; that the amputation should have been made immediately following claimant's injuries; that the cost of said amputation would not exceed \$60; that if the amputation were made the claimant would be entitled to four weeks' additional compensation following operation. Claimant was awarded \$60 to be used in having his middle finger amputated back of the distal joint, with provision for further compensation at \$6.46 per week for four weeks upon proof of amputation. August 22nd, 1918.

CONTRACTORS

Acc. No. 31,462, Claim No. 5,583. In the Matter of the Death of Charles Melvin. May Goodman Melvin, his common-law wife, Dependent, Claimant, vs. City Transfer Company, Colorado Power Company, Employers, and Hartford Accident & Indemnity Company, and State Compensation Insurance Fund, Insurers, Respondents.

The sole purpose of the hearing was to rule upon the motion of the Hartford Accident & Indemnity Company, which was the insurer of the City Transfer Company, employer, wherein respondents prayed for an order bringing in the Colorado Power Company and its insurer. The State Compensation Insurance Fund, to become and be the respondents in the matter; praying that the said respondents, the Hartford Accident

& Indemnity Company and City Transfer Company, go forth from the Commission without delay. Basis of the contention was that although the Hartford Accident & Indemnity Company was the insurer of the City Transfer Company at the time of the accident to deceased, yet that as the City Transfer Company was a contractor doing work for the Colorado Power Company, and as the Colorado Power Company had not filed with the Commission within five days prior to beginning work, a notice that the City Transfer Company was insured in accordance with Section 4 (e) III, therefore the Colorado Power Company and its insurer were liable. Motion denied March 25, 1918.

DEDUCTIONS FOR FAILURE TO REPORT ACCIDENT

Acc. No. 32,762, Claim No. In the Matter of Joe Zupanchick, Claimant, vs. Colorado Packing & Provision Company, Employer, and The Western Casualty Company, Insurer, Respondents.

Claimant was paid, under an agreement, from February 19th, 1918, at \$8 per week for 2 weeks and 5 days. Commission found that claimant had sustained permanent disability of 20% of use of left hand at wrist, for which he was entitled to compensation at \$8 per week for 20.8 weeks. Commission also found that claimant had failed to report the accident for three weeks after he had sustained the same. Compensation was, therefore, deducted for such failure for a period of three weeks, or \$24. June 20th, 1918.

DEDUCTION FOR UNSANITARY PRACTICES

Acc. No. 31,550, Claim No. 5,631. In the Matter of John Towy, vs. Flint Electric and Manufacturing Co., Employer, and Ocean Accident & Guarantee Corporation, Insurer, Respondents.

Claimant was injured by an accident arising out of and in the course of his employment December 26th, 1917; suffered a lacerated little finger in which gangrene afterwards set in from the loss of blood, cutting off circulation in the finger, becoming necessary to amputate it at the metacarpal joint. Temporary total disability did not extend beyond the nine weeks' specific period allowed by the statute for the loss of the finger. Commission held, as it was necessary to amputate the finger solely by reason of the accident, claimant was entitled to disability allowance for nine weeks, regardless of whether or not claimant indulged in injurious or insanitary practices. It appearing from the evidence that it was necessary to amputate the finger at the joint mentioned, solely by reason of the accident and not because of any injurious or insanitary practices indulged in by claimant, compensation was awarded at the rate of \$6.96 for the period of nine weeks. March 1st, 1918.

DEPENDENCY

Acc. No. F-1,861, Claim No. F-615. In the Matter of the Death of Fred E. Reed. Mary E. Reed, Widow, Dependent, Claimant, vs. The Colorado Power Company, Employer, and State Compensation Insurance Fund, Respondents.

Claimant filed claim as the common-law wife of decedent. Held that the burden of establishing claim filed was upon the claimant; that she had not established material allegations of her claim by a preponderance of the evidence; that the evidence clearly showed that claimant was not related, in any manner, through the marriage to the said Fred E. Reed; therefore claim should be denied. February 28th, 1918.

Acc. No. 22,424, Claim No. 3,682. In the Matter of Dan Connelly, Deceased. John J. Connelly, Brother, and Henry E. Connelly, Minor Child, Dependents, Claimants, vs. Hubbell & Company, Lessees, Employer, and Guardian Casualty & Guarantee Company, Insurer, Respondents.

Deceased died as result of injuries sustained on May 4th, 1917. Blind brother and a minor son who was over the age of sixteen years of age, both claimed dependency. Commission found that the minor son was not in fact dependent upon decedent at the time of his death, nor a reasonable period of time prior thereto, therefore his claim was denied. Compensation awarded blind brother \$2,500, payable \$8 per week. Feb. 16th, 1918.

Acc. No. 34825, Claim No. 6463. In the Matter of the Death of John S. Munsen. Ella Melvin, Sister of Decedent, in Behalf of Herself and Daughter, Dependents, Claimants, vs. The Hayden Brothers Coal Corporation, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Commission found that the daughter of the claimant was not dependent upon decedent, except through the support provided her by her mother. Her claim for dependency was denied. Claimant, Ella Melvin, was found to be 42 37/100% of a total dependency. Compensation awarded for \$1,058.75, at \$8 per week. August 21st, 1918.

Acc. No. 10588, Claim No. 1644. In the Matter of the Death of Walter C. Barnes. Rita M. I. Barnes, His Widow, Dependent, Claimant, vs. The Federal Granite Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondent.

Claimant sought compensation as widow dependent of decedent. Commission found, from evidence, that decedent had not contributed to her support since September, 1913, nearly three years prior to the date of his death. Claim denied June 13th, 1918.

Acc. No. 25,814, Claim No. 4,352. In the Matter of the Death of Frank Laffin. William and Amelia Laffin, Father and Mother of Decedent, Dependents, Claimants, vs. The Stevens-Barr Lumber Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Commission held that the evidence did not establish the claim that either father or mother was or ever had been dependent, in whole or in part, upon decedent. Claim denied June 3rd, 1918.

Acc. No. 23,792, Claim No. 3,983. In the Matter of the Death of Louis Lappas. Mary Lappas, His Widow, Claimant, vs. Moffat Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Mary Lappas claimed compensation as widow of the decedent. Commission found, from the evidence, that the claimant, at the time of decedent's death, was the legal wife of one Alphonso Peak. Claim for compensation denied June 12th, 1918.

Acc. No. 21918, Claim No. 3837. In the Matter of the Death of Mari Simonelli. Mari Simonelli, His Minor Son, by Emelia Stephens, formerly Emelia Simonelli, His Next Friend, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds' of London, Insurers, Respondents.

Commission found that Mari Simonelli, one-year-old minor son, was the only dependent of the deceased. Commission further found that Emelia Stephens, formerly Emelia Simonelli, was the wife of Mari Simonelli, at the time of his death, but at the time said Mari Simonelli had secured an interlocutory decree of divorce from Emelia Simonelli on the grounds of adultery, and that said decree was sufficient in law

to deprive said Emelia Simonelli of any and all rights whatsoever to compensation arising out of the death of decedent; therefore her claim for compensation should be denied. Compensation awarded to minor son for \$2,500, at \$8 per week. March 29th, 1918.

Acc. No. 24948, Claim No. 4303. In the Matter of the Death of Henry P. Petteruff. Sensel Petteruff, Mother, and Ephriam Petteruff, Brother, Dependents, Claimants, vs. Crested Butte Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

The mother and brother of decedent claim compensation as dependents. Commission found that the brother was not dependent; that the mother was dependent to the extent of 33/62 of the total dependency. Compensation awarded for \$1,224.44, at the rate of \$7.95 per week. January 11th, 1918.

Acc. No. 28093, Claim No. 4826. In the Matter of the Death of Edwin Putnam. Martha Hoffman, in Behalf of Herself and Robert Putnam, Minor Brother of Decedent, Dependents, Claimants, vs. The Brock-Haffner Press Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Edwin Putnam, sixteen year old minor, while attempting to use the elevator on the premises of the above named employer, fell down the shaft and was instantly killed. The minor twelve year old brother of the decedent lived with his grandmother, and decedent earned \$6 per week at the date of his death, and all of his earnings were given to the grandmother and used for the support of himself and minor brother. The Commission found if the said decedent had not been killed, taking into consideration his age, education and physical condition, his wage expectancy or earning ability during the next six years, from and after the date of his death, or until his minor brother had reached the age of eighteen years, would have been not less than \$10 per week. Commission denied the claim of the grandmother for dependency; held that the minor brother was wholly dependent upon his decedent brother for support, and awarded compensation to the minor brother at the rate of \$5 per week, for a period of six years, for the total sum of \$1,565. January 12th, 1918.

Acc. No. F-2167, Claim No. F-818. Death of Tony Aresunas. Ludweina Dailide, Sister, on Behalf of Herself and Two Minor Children, Dependents, Claimants, vs. F. E. Benton, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Commission found that sister was dependent upon decedent to the extent of 52/504 of a total dependency, that the minor children of the sister were not dependent upon decedent for support, except through the support provided for them by the sister, and their claim for compensation was therefore denied. Compensation awarded to sister for \$257.94, at \$8 per week. October 25th, 1918.

Acc. No. 17606, Claim No. 2709. Death of Wm. and Sam Gaines. Fannie Gaines, Widow and Mother, Dependent, Claimant, vs. Martin D. Funk, doing business as Wray Brick Company, Respondent.

Decedents were mining silica under a bank, when the top caved off upon them, causing instant death. The Commission found Sam Gaines was guilty of violating a reasonable safety rule, and that he had been directed not to work under the overhanging bank without first causing it to be caved off. The Commission further found that Fannie Gaines was a total dependent of Sam Gaines, deceased, and therefore was not a dependent under the law as to the said William Gaines. The claim as to being a dependent of Wm. Gaines denied. Compensation reduced 50% for violation of safety rule. Claimant awarded \$1,125.00, \$7.20 per week. August 26th, 1918.

Acc. No. F-2237, Claim No. 6624. Death of John Rich. Eli Rich, Brother of Decedent, Dependent, Claimant, vs. Smuggler-Union Mining Co., Employer, State Compensation Insurance Fund, Insurer, Respondent.

The Commission held that claimant, Eli Rich, was at the time of the death of his brother fully capable of earning his own living; that he had means and property sufficient to provide for his own living; was not dependent upon and did not receive any contributions from John Rich within the period or the manner provided by law, relating to dependency under the Compensation Act. Claim denied September 6th, 1918.

FAILURE TO FOLLOW PHYSICIAN'S INSTRUCTIONS

Acc. No. 33060, Claim No. 6616. F. L. Hammerick, Claimant, vs. McPhee & McGinnity Co., Employer, and London Guarantee & Accident Co., Insurer, Respondents.

Payment was made under an agreement at \$8 per week, March 6th, 1918, to April 2nd, 1918. Commission found claimant had failed, refused and neglected to follow the instructions of the physician attending him and that if he had followed the physician's instructions there would have been no permanent disability, and disability would have ceased on April 3rd, 1918. Compensation after said date denied August 26th, 1918.

FREEZING

Acc. No. 32292, Claim No. 5781. In the Matter of Robert W. Meziere, Claimant, vs. Harrington Mercantile Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Claimant's employment consisted in trucking and loading sugar from employer's warehouse into freight cars; as part of his employment he was required to tack burlap on the side of the car. In order to perform this work it was necessary for him to remove his gloves; that the temperature at eight o'clock on January 10th, 1918, was six degrees below zero; that while claimant was so employed in tacking burlap on the side of the car the ends of the second and third fingers on his right hand were badly frozen. Commission held that it was an accident arising out of and in the course of his employment, January 10th, 1918, and that claimant is entitled to compensation at the rate of \$5 per week beginning with the 28th day of January, 1918, and continuing during the period of temporary total disability. March 15th, 1918.

Acc. No. 32550, Claim No. 6038. John Quiroz, Claimant, vs. Slick Bros. Mining & Milling Co., Employer, and London Guarantee & Accident Co., Ltd., Insurer, Respondents.

Claimant's toes were frozen same place and under same circumstances as in case above. Compensation awarded 50% disability for 11 weeks and 2 days, at \$3.53½ per week. August 27th, 1918.

Acc. No. 32549, Claim No. 6069. Martin Salas, Claimant, vs. Slick Bros. Mining & Milling Co., Employer, and London Guarantee & Accident Co., Ltd., Insurer, Respondents.

Claimant, while working upon the trail leading to his employer's mine at an altitude of 10,000 feet, freezing the toes of his right foot, claims he was working in a place peculiarly exposed to the elements and during the weather conditions, which were particularly cold, held that claimant was entitled to compensation. Compensation ordered at \$8 per week during period of temporary total disability or a total period of eight weeks. August 27th, 1918.

HERNIA

Acc. No. 31975, Claim No. 4632. In the Matter of Jake Noto, Claimant, vs. Keystone Mining Company, Employer, Respondent.

Claimant alleged a hernia sustained on or about November 15th, 1917. Held by the Commission that claimant has not proven the said claim by a preponderance of the evidence submitted, and claimant has not proven that he sustained a hernia, or that the condition complained of was the result of an accident arising out of and in the course of his employment. Claim denied April 13th, 1918.

Acc. No. 27590, Claim No. 4742. In the Matter of Joe Goglio, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Claimant alleged a hernia sustained on or about April 21st, 1917. Held by Commission that claimant had not established or proved his claim by preponderance of evidence; had not proved that he sustained a hernia or that the condition complained of was result of an accident arising out of and in course of his employment. Claim denied March 22nd, 1918.

Acc. No. 29449, Claim No. 5167. In the Matter of B. H. Kempker, Claimant, vs. Great Western Sugar Company, and London Guarantee & Accident Corporation, Insurer, Respondents.

Claimant filed claim for an alleged hernia claimed to have been sustained November 21st, 1918. Held that burden of proof was upon claimant to establish by a preponderance of the evidence that hernia which he claimed to have suffered was sustained by an accident. Claimant had failed to produce sufficient proof to prove that hernia complained of arose as a result of and out of an accident. Claim denied February 26th, 1918.

Acc. No. 21,345, Claim No. 3,393. In the Matter of Phillip Bondillilo, Claimant, vs. T. H. Foley Commission Company, Employer, and London Guarantee & Accident Corporation, Ltd., Respondents.

Claimant claimed to have sustained an accident on the 15th of September, 1916, and as a result thereof a left inguinal hernia developed. Commission found that claimant did not sustain an accident arising out of and in the course of his employment; that disability was not proven to be due to an accident, and that proof of having sustained a hernia as a result of accident arising out of and in the course of his employment had not been sustained by competent evidence. Held, therefore, that claim should be denied. January 24th, 1918.

Acc. No. 32,984, Claim No. 6,247. In the Matter of Dan Moody, Claimant, vs. The Knight-Campbell Music Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Claimant, on the 4th of February, 1918, while in the employ of the above named employer, was helping to unload a piano from a truck. While he had hold of one of the corners of the piano he slipped and suffered severe pain. Commission found that at the time he slipped, and for a long time prior thereto, had suffered from hernia on the left side. Commission found that when the claimant was operated on, subsequent to the accident, for the hernia on the left side, he was also operated on on the right side, but that he was not suffering from hernia on the right side, but was operated on to forestall the possibility of a later occurring hernia. Commission found that inasmuch as the hernia on the left side existed prior to the date of the alleged accident, claim for compensation should be denied. June 6th, 1918.

Acc. No. 27,012, Claim No. 5,773. In the Matter of William Fell, Claimant, vs. McPhee & McGinnity Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant sustained hernia as result of accident. Compensation awarded at \$8 per week during the period of disability, following operation for hernia, plus \$50 special operating fee. June 10th, 1918.

HORSE PLAY AND FOOLING

Acc. No. 10,349, Claim No. 5,639. In the Matter of the Death of George A. Speek. Mary A. Speek, Mother, in Behalf of Herself and Minor Sisters and Brothers of Decedent, Dependents, Claimants, vs. Potter & Hall (Merchant's Cafe), Employer, and Hartford Accident & Indemnity Company, Insurer, Respondents.

Commission found that decedent died as a result of injuries sustained in a scuffle with a fellow employe, and not through any accident arising out of and in the course of his employment, nor while he was performing services arising out of and in the course of his employment. Claim denied August 2nd, 1918.

INSURANCE CARRIER NOT AUTHORIZED TO TRANSACT BUSINESS WITHIN STATE

Acc. No. 23,208, Claim No. 4,738. In the Matter of Oscar B. Weston, Claimant, vs. Chicago Bridge & Iron Works Company, Employer, and Illinois Indemnity Exchange, Insurer, Respondents.

In this case claimant suffered a loss of vision in the right eye. Insurance Carrier of the Employer was not authorized to transact insurance business within the State of Colorado. Compensation was awarded by the Commission against the Employer for the specific period of 104 weeks allowed by law for loss of eye. December 14th, 1917.

JURISDICTION

Acc. No. 31,027, Claim No. 5,506. In the Matter of James H. Rhoades, Claimant, vs. Nicholas Potter, Employer, Respondent.

Employer was without compensation insurance on November 10th, 1917, the date when Claimant was injured. Claimant elected to claim compensation under the act. Compensation awarded at \$8 per week from December 24th, 1917, to January 31st, 1918. June 10th, 1918.

Acc. No. 29,978, Claim No. 5,067. In the Matter of Thomas L. Marsh, Claimant, vs. The Brooks Fuel Company, Employer, Respondent.

At the time of the injury to claimant on October 16th, 1917, the employer, Respondent, although he had elected to comply with terms and provisions of the Workmen's Compensation Act, did not carry compensation insurance. Claimant elected to prosecute his claim for compensation under the act. Commission held that claimant was entitled to elect to prosecute his claim under the Compensation Act or to sue at law, and awarded compensation at \$8 per week, beginning with the 21st day of November, 1917, and continuing thereafter during the temporary total disability. May 15th, 1918.

Acc. No. 22,785, Claim No. 5,962. In the Matter of Charles Fee, Claimant, vs. The McCarty-Johnson Heating & Engine Company, Swift & Company, Employer, Self Insurer, Respondents.

The McCarty-Johnson Heating & Engine Company were sub-contractors of Swift & Company; the sub-contractors at the time of injury to claimant were not carrying insurance. Commission held that Swift & Company, Self Insurers, were liable for compensation due claimant. Compensation granted for 9-4/7 weeks at \$8 per week. Claimant's claim

for medical and hospital expenses denied for the reason that claimant did not promptly report his injury and stated that he would not have reported to any physician selected by the employer. May 13th, 1918.

Acc. No. 29,383, Claim No. 4,168. In the Matter of James Fox, Claimant, vs. John Feeley, Employer, Respondent.

At the time of the injury to claimant on October 16th, 1917, the Employer, respondent, although he had elected to comply with terms and provisions of the Workmen's Compensation Act, did not carry compensation insurance, and claimant elected to prosecute his claim for compensation under the act. Commission held that claimant was entitled to election to prosecute his claim under the Compensation Act or to sue at law, and awarded compensation at \$8 per week for a period of 8.22 weeks, plus \$100 medical and hospital expenses during the first thirty days following the date of the accident, to-wit: October 16th, 1917. May 15th, 1918.

Acc. No. 21,926, Claim No. 3,848. Death of Frank Church. Eli and Sweta Church, Father and Mother, Dependent Claimants, vs. Victor American Fuel Co., Employers, Mutual Insurance Co., Insurer, Llodys of London, Re-Insurer, Respondents.

The original claim on behalf of the dependents was filed by the Administrator of decedent's estate. Respondents moved for dismissal of the claim for this reason. Commission held that the Administrator of the decedent's estate had a right to file the claim. Motion dismissed November 4th, 1918.

MEDICAL ATTENTION

Acc. No. 22,278, Claim No. 3,730. In the Matter of John Bacca, Claimant, vs. The Garbutt Lease, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant presented a claim for \$100 medical and hospital attention during the first thirty days following the date of his accident. Commission found that claimant has absolutely disregarded the medical plan provided for by his employer, and failed, neglected and refused to avail himself of the medical, surgical and hospital treatment given by the plan, with full knowledge thereof. Claim denied August 21st, 1918.

Acc. No. 321,161, Claim No. 5,779. In the Matter of T. N. Finley, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Claimant scratched his hand while performing services arising out of and in the course of his employment on the 2nd of January, 1918. Compensation awarded at \$8 per week during period of temporary total disability or 4-6/7 weeks. Commission further found that claimant, notwithstanding that he had knowledge of the fact that the employer had a complete medical, surgical and hospital plan in force, for the benefit of its employees, at the time of said injury, refused to avail himself thereof and elected to secure his own physician, and therefore his action barred him from an allowance for medical, surgical and hospital treatment, and his claim was, therefore, denied. June 11th, 1918.

OCCUPATIONAL DISEASES

Acc. No. 32,739, Claim No. 5,891. In the Matter of Frank Imperiali, Claimant, vs. The American Smelting & Refining Company, Employer, Self Insurer, Respondent.

Commission found that claimant had sustained lead poisoning while in the employ of the American Smelting & Refining Company. Held that lead poisoning is an occupational disease, and not an accident within the terms of the Workmen's Compensation Act. Commission further held

that the proof did not establish the claim that claimant had sustained lead poisoning while in the employ of the American Smelting & Refining Company. Claim denied June 6th, 1918.

Acc. No. 13,743, Claim No. 2,090. In the Matter of the Death of A. B. Smith. Lillian Smith, his Widow, on Behalf of Herself and Minor Children, Dependents, Claimants, vs. Portland Gold Mining Company, Employer, and London Accident & Guarantee Company, Ltd., Respondents.

The Decedent, while engaged in his duties of operating an ore crusher, was taken sick in June, 1916; was taken to the hospital and after five days therein was discharged and returned to his work, worked for five days and was again removed to the hospital, operated upon and died on July 8th. Commission found, from the evidence, that there was no proof of an injury, but that on the contrary the evidence showed conclusively that Decedent was a sufferer from chronic bronchitis, that such a condition was an occupational disease, and that his death was caused by conditions arising out of the chronic bronchitis, in connection with appendicitis. Claim denied December 18th, 1917.

PARTIAL AND PERMANENT PARTIAL DISABILITY

Acc. No. 14,137, Claim No. 2,909. In the Matter of Albert F. Ebbert, Claimant, vs. Swift & Co., Employer, Self Insurer, Respondent.

Claimant was injured by an accident arising out of and in the course of his employment September 28th, 1916. Was paid compensation to July 28th, 1917. The sole question for the Commission to determine was as to whether claimant was entitled to further compensation. It was established that claimant was totally disabled to October 9th, 1917; that on that date he commenced to do light work and worked for one month at \$45 per month. Commencing with November, 1917, he received \$55 per month; commencing with January 1st, 1918, he received \$60 per month. Claimant, prior to his injury, received \$65.09 per month. The Commission found that reduction in wages since injury was due to disability as result of said accident, and awarded compensation at the rate of \$7.50 from July 28th, 1917, to October 9th, 1917; compensation from October 9th, 1917, to November 9th, 1917, in the sum of \$10.04, and from November 9th, 1917, to January 1st, 1918, the sum of \$8.62; from January 1st, 1918, the sum of \$2.54 per calendar month, during temporary partial disability. March 16th, 1918.

Acc. No. 18,075, Claim No. 3,055. In the matter of Herman Dierich, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant was paid, under an agreement, from January 9th, 1917, at \$8 per week to January 29th, 1918. Claimant had sustained a severe strain of the back from the lumbar into the sacral region. Commission found that temporary disability terminated March 29th, 1918; that on that date claimant had sufficiently recovered from his injuries to permit him to perform 50% of his former duties, and that this condition would reasonably last till June 29th, 1918. Compensation granted at \$8 per week from January 30th, 1918, to March 29th, 1918, and from March 29th, 1918, to June 29th, 1918, at \$4 per week. Claimant ordered in for another physical examination on said date. May 22nd, 1918.

Acc. No. 30,904, Claim No. 5,758. In the Matter of Joseph Gray, Claimant, vs. The Socorro Land & Live Stock Company, Employer, and Employers' Liability Assurance Corporation, Ltd., Insurer, Respondents.

Claimant was paid, under an agreement, from January 18th, 1918, to April 19th, 1918, at \$5 per week. Claimant sustained broken ribs, bruised shoulder and chest. Commission found that claimant was suffering from

a permanent disability amounting to $62\frac{1}{2}\%$ of total disability; that considering his age he had an expectancy of 7.54 years; that if he were permanently totally disabled, the present value of his reasonable expectancy at \$5 per week would be \$1,965.78; $62\frac{1}{2}\%$ of the same is \$1,228.61. Compensation awarded for \$1,228.61 at \$5 per week beginning April 20th, 1918. May 23rd, 1918.

Acc. No. 10,200, Claim No. 1,996. In the Matter of Leo Hlassar, Claimant, vs. Union Coal & Coke Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Claimant and insurer entered into an agreement for the payment of compensation at \$8 per week beginning July 3rd, 1916, during total disability. Claimant was paid under this agreement up to April 1st, 1918. The question presented to the Commission was the extent and degree of claimant's disability. Commission found that temporary total disability ended on March 15th, 1918. Commencing March 15th, 1918, claimant had recovered from temporary total disability, and was suffering from permanent partial disability amounting to 20%; that considering his age on said date he had an expectancy of 31.78 years; that if he were permanently totally disabled, the present value of his expectancy from March 15th, 1918, at \$8 per week would amount to \$13,256.80, that 20% of same would be \$2,651.36. By Section 54 of Workmen's Compensation Act payments for permanent partial cannot exceed a greater sum than \$2,080. Commission, therefore, awarded compensation at the rate of \$8 per week, commencing March 15th, 1918, until the full sum of \$2,080 is paid; this sum awarded in addition to payments for temporary total disability. April 24, 1918.

PERMANENT TOTAL DISABILITY

Acc. No. 14,176, Claim No. 2,463. In the Matter of W. H. Welch, Claimant, vs. The Yak M. M. & T. Co., Employer, and London Guarantee & Accident Corp., Ltd., Insurer, Respondents.

Claimant was injured October 3rd, 1916, by a fall of rock, sustaining fracture of both bones of the left forearm and a severing of the tendons, and a fracture of both bones of the right leg below the knee. He was paid compensation, under an agreement, at \$8 per week from October 25th, 1916, to June 18th, 1918, making a total sum of \$688. Commission found, from the evidence, that claimant was permanently totally disabled as a result of said accident. Compensation awarded at \$8 per week for the balance of his natural life, subject to modification by the Commission. June 17th, 1918.

Acc. No. 19,837, Claim No. 3,391. In the Matter of Paul T. Moorehead, Claimant, vs. Loma Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant was 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. On February 26th, 1917, while working as a machine helper, he was caught under a fall of rock, sustaining a fracture of the lower spinal column. Compensation paid at the rate of \$8 per week from March 13th, 1917. The question was presented to the Commission as to permanent total disability. Commission found that claimant was totally permanently disabled, and awarded compensation at the rate of \$8 per week from March 13th, 1917, to continue throughout the natural life of the claimant or until compensation should cease or be modified by order of the Commission. March 15th, 1918.

PROXIMATE CAUSE

Acc. No. 26,620, Claim No. 4,565. In the Matter of the Death of George Dalton. Ocie and Howard, Minor Children, by Belle Knight, Guardian, Dependents, Claimants, vs. Cedar Hill Coal & Coke Co., Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

On September 12th, 1917, decedent was a hoisting engineer; that he was seen near the engine house where he was employed at or about seven o'clock in the morning; that soon thereafter and at about 7:25 a. m. of the same day the other employees of the Cedar Hill Coke & Coal Co., upon entering the engine house, found the body of Dalton crushed in the machinery of the engine; that there was no protection in the immediate vicinity of the pinion wheel, which would prevent decedent from being drawn into the machinery had he been standing near by; that from all appearances the body of the said Dalton had been drawn into the pinion wheel of the engine. Commission held that the death of the said Dalton was a proximate result of 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. Awarded compensation to minor children for \$1,959.39 at \$6.26 per week. April 16th, 1918.

Acc. No. 3,636, Claim No. 526. In the Matter of the Death of L. F. Morrison. Mary C. Morrison, Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. A. W. Palmer (The Third Venture Mining Company), Employer, and London Guarantee and Accident Corporation, Ltd, Insurer, Respondents.

Morrison was injured by an accident arising out of and in the course of his employment on November 17th, 1915. While so employed and while instructing the men in timbering, loose rock fell on his shoulder, head and hands, causing severe wounds and injuries. Thereafter, on September 13th, 1915, an agreement was entered into between Morrison and respondents for the payment of \$8 per week during disability, commencing December 9th, 1915. Morrison died on November 1st, 1916. The question was whether he died as result of injury sustained in 1915. Evidence showed that up to the time of the injury, in November, 1915, Morrison was in good bodily health, performing his work continuously and without complaint, and had never complained of any serious ailment; that after accident described he became ill, his health rapidly declined and his ultimate death was caused by a pulmonary trouble known as miner's consumption. Commission held that accident described lit up claimant's dormant pulmonary trouble and aggravated it to such an extent that death followed, and that, therefore, claimant's widow was entitled to compensation. Compensation awarded for \$2,500 at \$8 per week less the sum of \$192, paid to decedent before his death. April 12th, 1918.

Acc. No. 25,478, Claim No. 4,619. In the Matter of the Death of Andre Youngquist. Sophie Youngquist, Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Clark Brick Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Youngquist, on July 19th, 1917, while performing duties arising out of and in the course of his employment, sustained injuries to his head, stomach and lower part of body and to his foot, occasioned by the falling of a large number of bricks. Commission found, from the evidence, that Youngquist died on August 17th, 1917, and that the proximate cause of his death was due to a general infection arising from his general condition and not due to or aggravated by the injuries sustained in July. Held, therefore, that death was not caused by any accident arising out of and in course of employment. Compensation denied January 11th, 1918.

Acc. No. 26,787, Claim No. 4,562. In the Matter of John Gaffney, Claimant, vs. City and County of Denver, Employer, Self Insurer, Respondent.

Claimant claimed to have sustained an accident September 14th, 1916, as a result of a motorcycle, which he was cleaning, falling against him and striking his stomach, and that this caused a permanent injury. Commission found that claimant was suffering from cancer of the stomach, and that this condition was not caused by nor aggravated as a result of the alleged injury. Claim denied December 15th, 1917.

Acc. No. 35,061, Claim No. 6,656. In the Matter of the Death of Alrimino Bertoli. Emelia Bertoli, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Claimant was injured April 8th, 1918, while pouring a flash in a casting foundry. A splash of hot iron flew up from the ladle striking him on the forehead and causing a burn on the forehead which developed erysipelas followed by pneumonia, causing his death on May 4th, 1918. Commission found that injury was the proximate cause of his death. Compensation awarded to widow and minor children for \$2,500 at \$8 per week. August 9th, 1918.

SETTLEMENT BY EMPLOYE WITH THIRD PARTY

Acc. No. 21,777, Claim No. 4,008. In the Matter of Herbert H. Pooler, Claimant, vs. J. C. St. John Plumbing & Heating Co., Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Claimant was injured by an accident arising out of and in the course of his employment. While driving a truck, a third party ran into the truck, as a result of which claimant suffered a broken leg. Claimant, under the evidence, was entitled to compensation at the rate of \$7.21 per week, for a period of 6-4/7 weeks. After the accident claimant effected a settlement with the third party, responsible therefor, and received from said third party a sum in excess of what claimant would have been entitled to under the Compensation Act. Held that as said sum so received from said third party was in excess of the benefits to which claimant would have been entitled under Compensation Act, that said settlement offsets and extinguishes claimant's compensation claim. December 17th, 1917.

Acc. No. 31,381, Claim No. 5,964. Claim of Joe Giovannine, Claimant, vs. Victor-American Fuel Co., Employer, and Travelers' Insurance Co., Insurer.

Claimant, while sitting on a parting in the mine, waiting for his trip, was struck by a carbide, thrown by one employe at another employe. After claimant filed his claim, he effected settlement with the Company employe who caused the injury, receiving more than he would have been entitled to under the provisions of the Workmen's Compensation Act. Claim was for this reason dismissed. October 4th, 1918.

STATUTE OF LIMITATIONS

Acc. No. 12,782, Claim No. 2,113. In the Matter of James W. Sherman, Claimant, vs. Denver Rock Drill Manufacturing Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Application for re-hearing denied, except as to a subdivision "e" thereof. Subdivision "e" was in effect that claimant had filed no claim with the Commission within one year, and, therefore, the compensation should have been denied. Commission found that, as a matter of fact, no claim had been filed within a year of the accident, but that respondents had paid all medical expenses incurred by the claimant, and at the hearing

held before the Commission, as a result of which compensation was awarded. The respondents had appeared, joined issue, but had failed to tender any objection to the non-filing of the claim within the statutory period of one year, and were therefore estopped. Held respondents were estopped by reason of their failure to object, and by the payment of medical expenses and joining issue on the hearing. January 24th, 1918.

Acc. No. 12,078, Claim No. 1,845. In the Matter of the Death of Anton Rizzo, Catterina Liacona Vedova Rizzo, Mother, Dependent, Claimant, vs. The Temple Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Decedent sustained an injury from which his death resulted on August 2nd, 1916. Claim for compensation was not filed until more than a year after said date; motion for dismissal of claim was filed by respondents; motion sustained; claim dismissed. \$100 funeral award. August 2nd, 1918.

Acc. No. 29,173, Claim No. 5,117. In the Matter of Justin Notson, Claimant, vs. The Denver Tramway Company, Employer, Self Insurer, Respondents.

It was claimed that Notson has sustained an injury about October 18th, 1916, while in the employ of the above named Company, and that as a result thereof he was permanently totally disabled. Claim for disability was not filed until November 23rd, 1917, more than a year after the date of the alleged accident, and no compensation had been paid. No proof was offered showing that claimant had sustained an injury while in the employ of the Tramway Company. Claimant was in a condition unable to testify, and there were no witnesses to the alleged accident. Held that as claim was not filed within one year from the date of the accident, and no compensation paid, and as the burden of proof resting on claimant to show that he had sustained an accident, arising out of and in the course of his employment, had not been sustained, claim was denied. January 12th, 1918.

Acc. No. 31,979, Claim No. 5,707. In the Matter of Hugh G. Jones, Claimant, vs. The Denver Union Water Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant was injured July 18th, 1916. Claim for compensation was not filed until January 28th, 1918. Commission found that no notice of accident or injury, or no claim for accident was ever served upon the respondents, or any of them, within one year following the date of alleged accident. Claim denied June 13th, 1918.

TEMPORARY TOTAL IN ADDITION TO PERMANENT PARTIAL

Acc. No. 21,313, Claim No. 3,497. In the Matter of Francisco Aguilar, Claimant, vs. Cedar Hill Coal & Coke Company, Employers, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant's left ankle was cut and bruised and later became infected; he was paid under an agreement January 12th, 1917, of \$5 per week to January 25th, 1918. Commission found from the evidence that claimant had sustained a permanent disability of 10% loss of use of left leg, which was in addition to temporary total disability. Claimant was, therefore, allowed 13.9 weeks at \$5.04 for the permanent disability sustained, in addition to compensation paid him, under agreement. May 22nd, 1918.

Acc. No. 30,588, Claim No. 5,641. In the Matter of Fred Webster, Claimant, vs. Black Canon Coal and Fuel Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant was paid, under agreement, from January 1st, 1918. Claimant sustained a compound fracture of left forearm close to elbow, and

face bruises. After agreement was entered into, claimant submitted to an amputation of the left arm two inches above the elbow, on April 30th, 1918. Commission found, that prior to amputation he was totally disabled as a result of his injuries described in the agreement. Compensation was awarded at the rate of \$8 per week from January 1st, 1918, to April 30th, 1918, for temporary total disability, and compensation from May 1st, 1918, for 208 weeks at \$8 per week, specific period allowed by law for amputation of arm between elbow and shoulder. August 23rd, 1918.

Acc. No. 33,505, Claim No. 6,608. Joe Floccari, Claimant, vs. Colo. Fuel & Iron Co., Employer, Self Insurer, Respondent.

Claimant, through a fallen rock, sustained fractured vertebra. Commission found claimant had sustained a permanent partial disability, amounting to 50% of total disability, and was temporarily totally disabled, from March 1st, 1918, to August 5th, 1918. Claimant awarded compensation for period of temporary total disability at \$8 per week, or \$162.28, and further compensation of \$2,080, at \$8 per week, commencing August 5th, 1918, for permanent partial disability. October 2nd, 1918.

TERMINATION OF AWARDS

Acc. No. 7,372, Claim No. 1,114. In the Matter of the Death of Fred L. Norman. Charles Norman, His Father, Mattie L. Norman, Mother, Laura Norman, Sister, Todd, Nelson, John J. and Edward J. Norman, Brothers, Dependents, Claimants, vs. Primos Mining and Milling Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Laura Norman, sister of deceased, reached the age of eighteen years, and not being mentally or physically incapacitated from earning, the Commission terminated her share of compensation, in accordance with Section 4, (f) VI. (2) of the Workmen's Compensation Act. December 13th, 1917.

Acc. No. 21,992, Claim No. 3,795. In the Matter of the Death of E. H. Atwood. Mary H. Atwood, Widow, in behalf of Herself and Posthumous Child, and Mary Vivian Atwood, Minor Child, by J. F. Santis Tevan, Guardian, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds' of London, Insurers, Respondents.

Commission found, that since date of original death award in this case, the widow, Mary Atwood, remarried on the 17th day of September, 1917. Commission further found, since the date of the original death award, widow had given birth to posthumous child, the lawful son of the deceased, November 15th, 1917. The widow's share of compensation, therefore, terminated as of the date of marriage, and balance of compensation, due from the date of birth of the posthumous child, ordered divided and paid equally to posthumous child and Mary Vivian Atwood. January 3rd, 1918.

Acc. No. 11,488, Claim No. 1,899. In the Matter of the Death of Fred P. Newton. Lillie C. Newton, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Gertrude L. Frantz, Employer, and Ocean Accident & Guarantee Corporation, Insurer, Respondents.

It was shown to the Commission that Harry Newton, one of the minor dependents, had reached the age of eighteen years, and was not mentally or physically incapacitated from earning. Held by Commission, in accordance with Section 4, (f), VI, (2) of the Workmen's Compensation Law, that the share of a minor dependent is terminated at the age of eighteen. February 9th, 1918.

Acc. No. 21,946, Claim No. 3,664. In the Matter of the Death of Alexander P. Vigil. Vidalita Vigil, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company, and Lloyds' of London, Insurers, Respondents.

Claimant was found to have remarried on August 20th, 1917. Her share of compensation was terminated on the date of remarriage, in accordance with Section 4, (f), V, of the Workmen's Compensation Law, and the unpaid balance of compensation, otherwise due her, ordered paid to the minor children. February 15th, 1918.

Acc. No. 6,461, Claim No. 898. In the Matter of the Death of Emanuel Cimino. Domencia Cimino, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Rapson Coal Mining Company, Employer, and Employers' Mutual Insurance Company, Insurers, Respondents.

Commission found Emanuel Pannello, stepson, dependent, had reached the age of nineteen years, and that he was not mentally or physically incapacitated from earning, and that as the law provides that shares of minor dependents shall be cut off after dependent reaches the age of eighteen years, share of compensation was terminated as of December 23rd, 1917. February 15th, 1918.

Acc. No. 5,447, Claim No. 682. In the Matter of the Death of Fred Caddell. Margaret Caddell, His Widow, Dependent, Claimant, vs. Turner Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondent.

Commission found that Margaret Caddell had married one W. J. Davis, on November 5th, 1917; that in accordance with the terms of the Workmen's Compensation Act, Section 4, (f), VI, (1), her compensation should terminate with the date of her marriage. February 15th, 1918.

Acc. No. 19,138, Claim No. 2,950. In the Matter of the Death of William I. J. Langdon. Martha J. Langdon, His Widow, Dependent, Claimant, vs. Albert Beacon Gold Mining Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Claimant was shown to have married one Irvin Doersham, January 8th, 1918. Held by Commission compensation should be terminated as of January 8th, 1918, in accordance with Section 4, (f), VI, (1), of the Workmen's Compensation Law. March 14th, 1918.

Acc. No. 6,396, Claim No. 867. In the Matter of the Death of Roy E. Merritt. Jennie J. Merritt, Widow, Dependent, Claimant, vs. Eagle Mining & Milling Company, Employer, Self Insurer, Respondent.

Claimant was married to one A. E. Wilson, on April 10, 1916, and compensation terminated as of said date. March 19th, 1918.

Acc. No. 21,084, Claim No. 3,321. In the Matter of the Death of Richard P. Hasselman. Jennie E. Hasselman, by H. Hasselman, as Next Friend, Dependent, Claimant, vs. Koppers Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Jennie E. Hasselman, claimant, sister, was found to be a dependent of the deceased; compensation was awarded her for the total sum of \$2,500, at the rate of \$8 per week, beginning with March 21st, 1917. It was contended that the dependency of the sister should cease on September 10th, 1917, on which date she became eighteen years of age, and was neither physically nor mentally incapacitated. Commission held that this claim should be denied, in accordance with Section 4, (f), III, which has no application to dependency cases of this character, applying only to dependency existing between parent and child. March 16th, 1918.

Acc. No. 16,845, Claim No. 2,739. In the Matter of the Death of Ivan Smith. Grace Smith, His Widow, Dependent, Claimant, vs. H. Koppers Company, Employer, and Travelers' Insurance Company, Respondent.

Claimant remarried to one Harvey Moore, January 28th, 1918. Held that compensation should terminate as of the date of marriage, in accordance with Section 4, (f), VI, (1), of Workmen's Compensation Act. March 19th, 1918.

Acc. No. 14,629, Claim No. 2,305. In the Matter of the Death of Nick Delducca. Justina Delducca, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Widow remarried March 29th, 1918. Widow's share of compensation terminated as of said date. May 8th, 1918.

Acc. No. 12,276, Claim No. 1,890. In the Matter of the Death of Antone Mamos. Casimere Mamos, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Widow remarried January 28th, 1918. Compensation terminated as of date of marriage. May 8th, 1918.

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

Widow remarried September 28th, 1917. Her share of compensation was terminated as of said date, and balance of her share survived to minor dependents. May 22nd, 1918.

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 Minor Children, Dependents, Claimants, vs. The Empire Zink Company, Employer, Self Insurer, Respondents.

Widow, dependent, remarried on November 30th, 1917. Widow's share of compensation terminated as of said date. June 10th, 1918.

Acc. No. F-1,024, Claim No. F-303. Death of Oscar A. White. Jewell L. White, Widow, on Behalf of Heirs and Minor Children, Dependents, Claimants, vs. Trinidad Electric Transmission Railway & Gas Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Compensation was awarded claimant on February 21st, 1917, in the sum of \$1,800. Claimant, widow, died on January 3rd, 1918. Her share of award then remaining due and unpaid was one-third or \$500. Share of compensation due widow was terminated as of said date. Balance of \$1,000 ordered paid two minor children at \$16.66-2/3 per month. August 30, 1918.

Acc. No. 33,729, Claim No. 6,170. Death of Antonio Gregovich. Elizabeth Gregovich, Widow, on Behalf of Heirs and Minor Children, Dependent, Claimants, vs. The Ohio & Colo. Smelting and Refining Co., Employer, and Travelers' Insurance Co., Insurer, Respondents.

Claimant and minor children were awarded \$2,500 on May 10th, 1918. The widow claimant remarried on August 4th, 1918. Her share of compensation was terminated as of said date, and lapsed and survived to the remaining dependents. Unpaid balance of compensation of \$2,337.72 ordered paid to minor children at \$8 per week. October 7th, 1918.

Acc. No. 14,500, Claim No. 2,385. Death of Floria Zurick. Frances A. Zurick, on Behalf of Heirs and Minor Child, Dependent, Claimants, vs. National Fuel Co., Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation was awarded to widow and minor child on January 29th, 1917, for the sum of \$2,500, at \$8 per week. Widow remarried January 26th, 1918. Under the 1915 Compensation Act, widow's share of compensation as on date of remarriage was terminated. Unpaid balance of compensation amounting to \$1,008.88, ordered paid to minor child at \$15.05 per month. October 8th, 1918.

Acc. No. 23,904, Claim No. 4,037. Death of Mike Theros. Anna Theros, Widow, Dependent, Claimant, vs. Grand Junction Mining & Fuel Co., Employer, and London Guarantee & Accident Co., Ltd., Insurer, Respondents.

Widow was awarded compensation for \$2,500 at \$8 per week on August 3rd, 1917. She remarried September 18th, 1918. In accordance with the terms of the Workmen's Compensation Act, widow was given a lump sum of one-half of the balance of compensation remaining unpaid at the date of marriage, or \$991.15. October 11th, 1918.

Acc. No. 5,079, Claim No. 608. Sakujiro Nakshima, decedent. Suma Nakshima, Dependent, Claimant, vs. Oakdale Coal Co., Employer, Ocean Accident Guarantee Corporation, Ltd., Insurer, Respondents.

Claimant, as widow of decedent, was paid compensation at \$8 per week, under an agreement for the total sum of \$833, she being a non-resident dependent. Claimant remarried January 18th, 1917. Widow's compensation was ordered terminated as of the date of remarriage. October 21st, 1918.

VIOLATION OF SAFETY RULES AND REGULATIONS

Acc. No. 23,425, Claim No. 2,379.. In the Matter of the Death of Henry Valdez. Joseph and Ramon Valdez, Son and Father, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Valdez was killed 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, on June 14th, 1917. While taking coal from pillar was caught under fall of rock, receiving injuries which resulted in his death. Contention of respondents that decedent was guilty of violating safety rules which prohibited the taking of coal from the pillar was established by preponderance of evidence. Compensation ordered reduced 50% on the ground of such violation. Commission found that Ramon Valdez was 44375/46250 dependent; that the son of decedent, Joseph Valdez, was not dependent upon his father at the time of the death nor for a reasonable period of time prior thereto. Compensation was awarded for \$1,199.33 at \$8 per week. April 1st, 1918.

Acc. No. 29,282, Claim No. 5,296. In the Matter of Joe Reviello, Claimant, vs. Frederick Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant was injured by an accident arising out of and in the course of his employment, November 5th, 1917. Claimant sustained deep lacerations on the neck, severe sprain, abrasions and injury to his ear, ultimately resulting in complete loss of hearing in his right ear. Commission found claimant's injuries, independent of loss of hearing, caused total disability for 8-4/7 weeks, and that he had also sustained severe permanent disfigurement of the head. Claimant was allowed disability payments at the rate of \$8 per week for 8-4/7 weeks, \$200 for disfigurement, 35 weeks at \$8 per week for loss of hearing in the right ear. All

these amounts were reduced 50%, the Commission finding that claimant's injuries were due to his wilful failure to obey a safety rule adopted by the employer, in that he failed to properly sprag a train of coal cars before starting the train, and that this was the proximate cause of his accident. February 16th, 1918.

Acc. No. 33,024, Claim No. 5,997. In the Matter of the Death of Ismel Tapia. Ambrocio Tapia and Cecilia Tapia, Grandfather and Grandmother of Decedent, Dependents, Claimants, vs. The American Smelting & Refining Company, Employer, Self Insurer, Respondent.

Decedent died as a result of accident sustained February 19th, 1918, while attempting to use a motor. He started the motor at full speed and was unable to stop it. It derailed and pinned him against the walls of the coal mine, causing injuries which resulted in his death. Commission found that decedent, in attempting to use motor, was violating a safety rule of which he had knowledge, which prohibited decedent from operating the motor. Compensation reduced 50%. Award for 36-2/3% of a total dependency to grandfather and grandmother, or \$458.44 at \$4 per week. June 25th, 1918.

Acc. No. 33,185, Claim No. 6,152. In the Matter of Delfino Romero, Claimant, vs. Mutual Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant was disabled from February 22nd, 1918, to March 27th, 1918, as result of injury to the hand. Claimant was greasing the gears of machinery while the same was in action, in violation of a safety rule of the company, which prohibited the oiling or greasing of machinery while it was in action. Commission found injury was sustained as result of violation of the rules. Compensation reduced 50%. Award for compensation for 2 5-7 weeks at \$4 per week. June 20th, 1918.

Acc. No. 23,203, Claim No. 4,784. In the Matter of Joe Kotroco, Claimant, vs. Big Four Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

On June 3rd, 1917, claimant and his partner were coal miners in the employ of the above named Company. June 3rd, being Sunday, they commenced work about seven a. m. They were the only miners at work on this day in the part of the mine where they were working. They had cleaned up all coal and shut down the previous night. By eleven o'clock and immediately thereafter began preparing holes for shooting. They prepared three holes, loaded and tamped them and fired them. Two shots exploded properly and in due time, but third shot was delayed and claimant, without waiting the time required by law, attempted to re-enter the part of mine where shots had been placed, and reached the point where shot had been placed in time to receive the full effects of the delayed shot. As a result he sustained severe injuries, and ultimately the loss of vision in the right eye. Commission found from the evidence that the employer was grossly negligent in complying with the laws of the State of Colorado, and found that the employer had authorized claimant to fire his own shots in violation of said laws. Commission further found that claimant was guilty of gross violation in attempting to re-enter his working place, as above set forth. Commission held that the laws of Colorado relating to coal mining and applying to the facts herein stated are to be construed as a safety rule, and binding upon all employers and employes connected with coal mines; therefore, compensation due claimant should be reduced 50%. Claimant awarded compensation at the rate of \$4 per week beginning June 19th, 1917, during temporary total disability. At the end of the temporary total disability period compensation at \$4 per week for 104 weeks for loss of vision of right eye. April 22nd, 1918.

Acc. No. 19,026, Claim No. 2,929. Death of Wm. N. Handley. Grace S. Handley, Widow of Dependent, Claimant, vs. Western Light & Power Co., Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Decedent, while employed as a fireman, went into a tunnel beneath the furnace to remove ashes. He failed to wet the ashes sufficiently and to shut off force draft so that when he opened the ash door the flames flew out the door and burned him, resulting in death afterwards. There was a safety rule which decedent had noticed requiring him to wet the ashes and shut off the force draft before attempting to remove the ashes. Compensation reduced to 50% for violation of the rule. Award for \$1,203.48 at \$3.84 per week.

LUMP SUM SETTLEMENTS

Acc. No. 12,367, Claim No. 1,900. In the Matter of the Death of Charles E. Carlson. Hannah P. Carlson, his Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Columbia Leasing Company, Employer, and Travelers' Insurance Company, Insurer, Respondents. Application for Lump Sum Settlement denied December 11th, 1917.

Acc. No. F-528, Claim No. F-303. In the Matter of the Death of Oscar E. White. Jewell L. White, his Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Trinidad Electric Transmission Railway and Gas Company, Employer, and State Compensation Insurance Company, Insurer, Respondents. Application for Lump Sum Settlement denied December 11th, 1917.

Acc. No. 18,551, Claim No. 3,288. William R. Evans, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents. Application for Lump Sum Settlement of \$793.13, balance due for enucleation of eye, granted December 17th, 1917.

Acc. No. 17,287, Claim No. 2,996. In the Matter of Sam Biondillo, Claimant, vs. Colorado Fuel Iron Company, Employer, Self Insurer, Respondents. Application for Lump Sum Settlement denied December 18, 1917.

Acc. No. 20,544, Claim No. 3,221. In the Matter of the Death of Frank Zara. Lucia P. Zara, his Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents. Application for Lump Sum Settlement of balance due on Death Award of \$520.84 granted December 19th, 1917.

Acc. No. 19,138, Claim No. 2,950. In the Matter of the Death of William I. J. Langdon. Martha J. Langdon, his Widow, Dependent, Claimant, vs. Beacon Gold Mining Company, Employer, and Travelers' insurance Company, Insurer, Respondents. Application for partial Lump Sum Settlement of \$300 granted December 20th, 1917.

Acc. No. 742, Claim No. 12. In the Matter of the Death of James H. Constantine. Esther Constantine, his Widow, in behalf of Herself and Minor Children, Dependents, Claimants, vs. Last Dollar Development Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents. Application for Lump Sum Settlement denied December 21st, 1917.

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

Application for Lump Sum Settlement denied December 21st, 1917.

Acc. No. 14,500, Claim No. 2,385. In the Matter of the Death of Florin Zurick. Frances A. Zurick, his Widow, in Behalf of Herself and Minor Child, Dependent, Claimants, vs. National Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Application for Lump Sum Settlement denied December 21st, 1917.

Acc. No. 11,645, Claim No. 1,812. In the Matter of the Death of George W. Stephens. Mattie Stephens, His Widow, Dependent, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Application for partial Lump Sum Settlement of \$800 granted December 22nd, 1917.

Acc. No. 21,985, Claim No. 3,588. In the Matter of the Death of Frank Zarnada. Mary Zarnada, His Widow, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, and the Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Application for lump sum settlement of \$37.26 attorney's fees granted Nov. 16, 1918.

Acc. No. 21,930, Claim No. 3,913. In the Matter of the Death of Joe Smalick. Teresa Smalick, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Application for Lump Sum Settlement denied December 26th, 1917.

Acc. No. 21,972, Claim No. 2,584. In the Matter of the Death of Ludvic Yedynick. Barbara Yedynick, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employers, and Employers' Mutual Insurance Company, and Lloyds of London, Respondents.

Application for Lump Sum Settlement denied December 27th, 1917.

Acc. No. 21,914, Claim No. 3,558. In the Matter of the Death of Libor Gardelka. Julia Gardelka, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company and Lloyds of London, Insurers, Respondents.

Application for Lump Sum Settlement denied December 27th, 1917.

Acc. No. 21,929, Claim No. 3,563. In the Matter of the Death of Matt Valencich. Josie Valencich, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Application for Lump Sum Settlement denied December 27th, 1917.

Acc. No. 22,003, Claim No. 3,597. In the Matter of the Death of Anthony Poslep. Rosa Poslep, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Application for Lump Sum Settlement denied December 27th, 1917.

Acc. No. 11,518, Claim No. 1,807. In the Matter of the Death of Frank Morelli. Marie Morelli, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement denied December 27th, 1917.

Acc. No. 13,625, Claim No. 2,119. In the Matter of Tony Spaneda, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement of \$580.55, balance due for enucleation of left eye, granted December 27th, 1917.

Acc. No. 23,468, Claim No. 3,908. In the Matter of the Death of Sherman Stanton. Minnie Stanton, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Jeffryes Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Application for Lump Sum Settlement of balance due amounting to \$2,298.22 granted January 4th, 1918.

Acc. No. 16,122, Claim No. 2,820. In the Matter of Fred A. Schroyer, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement for balance due of \$466.84 granted January 4th, 1918.

Acc. No. 12,367, Claim No. 1,900. In the Matter of the Death of Charles E. Carlson. Hannah P. Carlson, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Columbia Leasing Company, Employers, and Travelers' Insurance Company, Insurer, Respondents.

Widow awarded Lump Sum Settlement of \$954 to remodel home February 2nd, 1918.

Acc. No. 23,107, Claim No. 4,386. In the Matter of Ed. Bly, Claimant, vs. J. B. Coulter, Employer, and Fidelity & Deposit Company of Maryland, Insurer, Respondents.

Lump Sum Settlement granted of \$904 to pay debts February 2nd, 1918.

Acc. No. 20,545, Claim No. 3,757. In the Matter of Emmett Johnson, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Application for Lump Sum Settlement denied February 15th, 1918.

Acc. No. 10,655, Claim No. 1,566. In the Matter of Joe Dorigi, Claimant, vs. Springhetti Lease, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Application for Lump Sum Settlement denied February 19th, 1918.

Acc. No. 15,377, Claim No. 2,687. In the Matter of N. C. Walter, Jr., Claimant, vs. Babcock-Wilcox Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Application for Lump Sum Settlement denied February 15th, 1918.

Acc. No. 15,939, Claim No. 2,469. In the Matter of the Death of M. A. Taylor. Ethel A. Taylor, His Widow, Dependent, Claimant, vs. American Beet Sugar Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Application for Lump Sum Settlement denied February 19th, 1918.

Acc. No. 22,735, Claim No. 3,746. In the Matter of the Death of Mike Moncolovich. Mary Moncolovich, His Widow, Dependent, Claimant, vs. Pike's Peak Consolidated Fuel Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement denied February 19th, 1918.

Acc. No. 22,234, Claim No. 4,523. In the Matter of Alfred F. Butcher, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer.

Application for Lump Sum Settlement for \$513.13 granted February 19th, 1918.

Acc. No. 22,988, Claim No. 3,800. In the Matter of Jake Epright. Melvina Epright, His Widow, Dependent, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Lump Sum Settlement granted for \$252.05, to enable claimant to pay undertaker's bill. February 19th, 1918.

Acc. No. 23,528, Claim No. 3,910. In the Matter of the Death of Ignazio Massina. Angela Bruno, Widow, in Behalf of Herself and Minor Children, Dependents, Claimant, vs. Colorado Fuel & Iron Company, Self Insurer, Respondents.

Application for Lump Sum Settlement for \$525.01 granted January 11th, 1918.

Acc. No. 22,987, Claim No. 3,799. In the Matter of the Death of William Hicks. Maria Hicks, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement granted for \$1,111.04, to enable claimant to pay indebtedness incurred. March 2nd, 1918.

Acc. No. 19,138, Claim No. 2950. In the Matter of the Death of William I. J. Langdon. Martha J. Langdon, Widow, Dependent, Claimant, vs. Albert Deacon Coal Mining Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Lump Sum Settlement granted for \$900. January 2nd, 1918.

Acc. No. 23,236, Claim No. 3,902. In the Matter of the Death of John Norsad. Louisa Norsad, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum denied March 9th, 1918.

Acc. No. 18,265, Claim No. 2,837. In the Matter of the Death of Bert Fuller. Margaret Fuller, Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. A. A. Neimeyer & K. Johnson, Employers, and Employers' Liability Assurance Corporation of London, Insurer, Respondents.

Application for Lump Sum Settlement denied March 9th, 1918.

Acc. No. 24,926, Claim No. 5,200. In the Matter of Trinidad Ochola, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement granted for \$1,417.20, March 11th, 1918.

Acc. No. 21,953, Claim No. 3,626. In the Matter of the Death of Andy Takovitch. Mary Takovitch, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employers, and Employers' Mutual Insurance Company, and Lloyd's of London, Respondents.

Lump Sum Settlement for \$851 granted, for purpose of purchasing boarding house and cows. Shares of minor dependents ordered paid to widow on account of their death. March 11th, 1918.

Acc. No. 21,981, Claim No. 3,586. In the Matter of the Death of Jack Zele. Johana Zele, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyd's of London, Insurers, Respondents.

Lump Sum Settlement granted for \$822.55. Share of minor child ordered paid to widow on account of death of child.

Acc. No. 25,623, Claim No. 5,442. In the Matter of John P. Pruitt, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement for \$578 granted March 12th, 1918.

Acc. No. 25,623, Claim No. 5,442. In the Matter of Frank P. Mead, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement for \$583.99 granted March 12th, 1918.

Acc. No. 11,739, Claim No. 1,882. In the Matter of Harry H. Stiff, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee & Accident Company, Ltd., Respondents.

Application for Lump Sum Settlement denied March 28th, 1918.

Acc. No. 22,988, Claim No. 3,800. In the Matter of the Death of Jake Epright. Melvina Epright, Widow, Dependent, Claimant, vs. Colorado Fuel & Iron Company, Self Insurer, Employer, Respondents.

Application for Lump Sum Settlement for \$454.51 granted April 1st, 1918.

Acc. No. 11,645, Claim No. 1,812. In the Matter of the Death of George W. Stephens. Mattie Stephens, Widow, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement denied April 11th, 1918.

Acc. No. 5,575, Claim No. 974. In the Matter of the Death of Claude Hicks. Abbie Hicks, Mother, Dependent, vs. The Ganister Mining Company, Employer, and Ocean Accident & Guarantee Corporation, Insurer, Respondents.

Application for Lump Sum Settlement denied April 11th, 1918.

Acc. No. 21,975, Claim No. 3,630. In the Matter of the Death of Joe Corretich. Mary Corretich, Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Lump Sum Settlement of \$89.23 granted April 13th, 1918.

Acc. No. 21,953, Claim No. 3,626. In the Matter of the Death of Andy Takovic. Mary Takovic, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Respondents' application for suspension of lump sum award denied April 13th, 1918.

Acc. No. 26,322, Claim No. 5,286. In the Matter of Frank Heilman, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurers, Respondents.

Application for Lump Sum Settlement denied April 13th, 1918.

Acc. No. 23,904, Claim No. 4,037. In the Matter of the Death of Mike Theros. Anna A. Theros, Widow, Dependent, Claimant, vs. Grand Junction Mining & Fuel Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer.

Application for Lump Sum Settlement denied April 16th, 1918.

Acc. No. 26,758, Claim No. 5,149. In the Matter of Will J. Saunders, Claimant, vs. Molybdenum Produce Company, Employer, and Ocean Accident & Guarantee Corporation, Insurer, Respondents.

Application for Lump Sum Settlement for \$1,024 granted April 17th, 1918.

Acc. No. 28,981, Claim No. 5,289. In the Matter of A. Ray Teter, Claimant, vs. Andrew Halberg, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Application for Lump Sum Settlement granted for \$860.60, May 3rd, 1918.

Acc. No. 21,985, Claim No. 3,588. In the Matter of the Death of Frank Zarnada. Mary Zarnada, Widow, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.

Application for Lump Sum Settlement denied May 6th, 1918.

Acc. No. 22,540, Claim No. 3,898. In the Matter of the Death of I. N. Shreve. Lida Rote, Sister, Dependent, Claimant, vs. Empire Zinc Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement denied May 6th, 1918.

Acc. No. 21,961, Claim No. 3,586. In the Matter of the Death of Jack Zele. Johana Zele, Widow, Dependent, Claimant, in Behalf of Herself and Minor Child, vs. The Victor-American Fuel Company, Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.

Amendment of Lump Sum Award entered on March 11th, 1918. Share of Bertha Zele, Minor Child, terminated as of January 10th, 1918, on account of the death of dependent, and her share ordered paid to mother, Johana Zele, as survivor. Lump Sum Settlement granted for \$821.30, May 7th, 1918.

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

Lump Sum Settlement granted for \$1,153.67, May 8th, 1918.

Acc. No. 21,952, Claim No. 3,625. In the Matter of the Death of Isadore Dorado. Apolonia Dorado, Widow, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.

Lump Sum Settlement granted for \$201.04, May 10th, 1918.

Acc. No. 27,743, Claim No. 4,842. In the Matter of the Death of George Miller. Rosa Miller, Widow, Dependent, Claimant, vs. Primos Chemical Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Application for Lump Sum Settlement granted for \$354.03, to enable claimant to pay certain debts incurred, May 10th, 1918.

Acc. No. 17,764, Claim No. 2,857. In the Matter of W. D. Woodard, Claimant, vs. Andrew Halberg, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Lump Sum Settlement granted for \$384.00, April 29th, 1918.

Acc. No. 23,042, Claim No. 4,464. In the Matter of Charles A. Griffin, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement for \$1,274.27 granted May 15th, 1918.

Acc. No. 29,282, Claim No. 5,296. In the Matter of Joe Reviello, Claimant, vs. The Frederick Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Application for Lump Sum Settlement granted for \$64, May 21, 1918.

Acc. No. 17,276, Claim No. 2,798. In the Matter of the Death of John Louis. Katherine Louis, Widow, Dependent, Claimant, vs. The Cedar Hill Coal & Coke Company, Employers, and Employers' Mutual Insurance Company, Insurer, Respondents.

Application for Lump Sum Settlement granted for \$1,183.33, in order to enable claimant to purchase a cafe, May 21st, 1918.

Acc. No. 14,171, Claim No. 2,189. In the Matter of the Death of Alex Martinez. Margarita Martinez, Widow, Dependent, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Lump Sum Settlement granted for \$604.19, in order to enable claimant to make certain improvements on her home, May 21st, 1918.

Acc. No. 27,243, Claim No. 4,665. In the Matter of the Death of Rocco Route. Carmelia Route, Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. The Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Application for Lump Sum Settlement granted for \$388.56, May 22nd, 1918.

Acc. No. 22,375, Claim No. 3,742. In the Matter of Frank P. Saunders, Claimant, vs. The Queen Gold Mining Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Application for Lump Sum Settlement for \$416 granted May 23rd, 1918.

Acc. No. 21,920, Claim No. 3,620. In the Matter of the Death of John Novaro. Santa Novaro, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Application for Lump Sum Settlement denied May 23rd, 1918.

Acc. No. 23,678, Claim No. 3,981. In the Matter of the Death of John Saviks, alias John Dennis. Mary Saviks, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Pike's Peak Consolidated Fuel Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement for \$103.95 granted to enable claimant to pay certain debts, June 4th, 1918.

Acc. No. F-1,357, Claim No. F-433. In the Matter of the Death of John O'Neil. Sarah O'Neil, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Down Town Mines Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for Lump Sum Settlement for \$599.65 granted to enable claimant to pay certain debts, June 5th, 1918.

Acc. No. 21,944, Claim No. 3,569. In the Matter of the Death of E. O. Pratt. Alice Pratt, His Widow, in Behalf of Herself and Minor Daughter, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Application for Lump Sum Settlement granted for \$175 to pay funeral expenses, June 5th, 1918.

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

Application for Lump Sum Settlement granted for \$1,111.47, June 6th, 1918.

Acc. No. F-1,211, Claim No. F-368. In the Matter of the Death of Antone Miller. Margaret Miller, His Widow, Dependant, Claimant, vs. Leadville Unit, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for Lump Sum Settlement denied June 13th, 1918.

Acc. No. 21,120, Claim No. 3,334. In the Matter of the Death of Jose E. Sanchez. Cornelia G. Sanchez, His Widow, Dependent Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement granted for \$256.57, for the purpose of paying indebtedness incurred, June 19th, 1918.

Acc. No. 29,874, Claim No. 5,285. In the Matter of the Death of Thomas S. Bradfield. Della M. Bradfield, His Widow, Dependent, Claimant, vs. Elmer F. Smith, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondent.

Application for Lump Sum Settlement granted for \$334.30 to pay sundry items of indebtedness, June 28th, 1918.

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

Lump Sum Settlement granted for \$374 to purchase home, July 1st, 1918.

Acc. No. 21,209, Claim No. 3,750. In the Matter of P. J. McKenna, Claimant, vs. Vindicator Consolidated Gold Mining Company, Employer, Self Insurer, Respondents.

Lump Sum Settlement granted for \$373.69, balance due, to enable claimant to buy ranch stock, July 1st, 1918.

Acc. No. 29,708, Claim No. 5,223. In the Matter of the Death of Charles Mitchell. Lena Mitchell, His Widow, Dependent, Claimant, vs. Denver Gas & Electric Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement granted for \$561.52 to purchase a rooming house, July 1st, 1918.

Acc. No. 27,369, Claim No. 4,781. In the Matter of the Death of Sam Daily. Elizabeth Daily, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement granted for \$546.88, to enable claimant to move to Canada to provide better home for her children, July 9th, 1918.

Acc. No. 22,540, Claim No. 3,898. In the Matter of the Death of I. M. Shreve. Lida Rote, Sister, Dependent, Claimant, vs. Empire Zinc Company, Employer, Self Insurer, Respondents.

Lump Sum Settlement granted for \$1,640.18 for the purchase of land and live stock, July 10th, 1918.

Acc. No. 20,454, Claim No. 3,504. In the Matter of Joe Svillar, Claimant, vs. Carbon Fuel & Iron Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Lump Sum Settlement granted for balance due of \$1,450.00 to enable claimant to purchase rooming house, July 16th, 1918.

Acc. No. 23,252, Claim No. 4,539. In the Matter of Joe Rector, Claimant, vs. Gibson Lumber & Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Lump Sum Settlement granted for \$395.20, July 17th, 1918.

Acc. No. 28,932, Claim No. 5,065. In the Matter of the Death of Raymond Jones. Mary C. Jones, Mother, Dependent, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Lump Sum Settlement denied July 17th, 1918.

Acc. No. 21,999, Claim No. 3,595. In the Matter of the Death of Steve Antonucci. Christina Antonucci, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor American Fuel Company, Employer, Employers' Mutual Insurance Company and Lloyds' of London, Insurers, Respondents.

Application for Lump Sum Settlement granted for \$153.39 to enable claimant and children to move to California, July 17th, 1918.

Acc. No. 22,735, Claim No. 3,746. In the Matter of the Death of Mike Moncilovich. Mary Moncilovich, His Widow, Dependent, Claimant, vs. Pike's Peak Consolidated Fuel Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement denied July 25th, 1918.

Acc. No. 21,263, Claim No. 3,475. In the Matter of the Death of Clarence Hall. George W. Hall, Father, Dependent, Claimant, vs. Kennicott-Patterson Transfer Company, Employer, and Georgia Casualty Company, Insurer, Respondents.

Application for Lump Sum Settlement denied July 27th, 1918.

Acc. No. 29,649, Claim No. 5,569. In the Matter of William Morgan, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement denied July 30th, 1918.

Acc. No. 23,532, Claim No. 2,941. In the Matter of the Death of Fred Belotti. Kate Belotti, Mother, Dependent, Claimant, vs. Capital M. & T. Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Application for Lump Sum Settlement denied July 30th, 1918.

Acc. No. 19,999, Claim No. 6,349. In the Matter of William Henry Champe, Claimant, vs. Empire Zinc Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement granted for \$304.00, to be paid at the rate of \$60 per month, to enable claimant to attend business college, July 30th, 1918.

Acc. No. 30,838, Claim No. 6,015. In the Matter of Charles A. Stedman, Claimant, vs. Pearl Laundry Company, Incorporated, Employer, and Employers' Indemnity Corporation, Insurer, Respondents.

Application for Lump Sum Settlement granted for \$1,230.64, August 2nd, 1918.

Acc. No. 16,733, Claim No. 2,740. In the Matter of L. L. Cobb, Claimant, vs. J. G. Keeton, Employer, and Ocean Accident & Guarantee Corporation, Ltd, Insurer, Respondents.

Application for Lump Sum Settlement denied August 16th, 1918.

Acc. No. 30,123, Claim No. 5,371. In the Matter of the Death of Joe Lenzeni. Lucy Lenzeni, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. George McNally & Co., Employers, and Employers' Mutual Insurance Company, Insurer, Respondents.

Petition for lump sum denied August 28th, 1918.

Acc. No. 28,350, Claim No. 4,859. In the Matter of the Death of Clyde Hough. Maude E. Hough, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Lump Sum Settlement granted for \$1,137.00 to enable claimant to purchase certain real estate, September 3rd, 1918.

Acc. No. 23,592, Claim No. 4,033. In the Matter of the Death of William Valentine. Sadie Valentine, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for lump sum granted for \$215.90 to pay sundry indebtedness, September 14th, 1918.

Acc. No. 31,081, Claim No. 5,533. In the Matter of the Death of Jose Holguin. Paula and Manuela, Minor Sisters, Dependents, Claimants, vs. The Colorado Coal Mines Company, Employer, and London Guarantee & Accident Corporation, Ltd, Insurer, Respondents.

Petition for Lump Sum Settlement denied September 19th, 1918.

Acc. No. 22,794, Claim No. 4,003. In the Matter of Clarence McCullough, Claimant, vs. Colorado Tire & Leather Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Lump sum granted for \$189.20, September 25th, 1918.

Acc. No. 31,029, Claim No. 7,151. In the Matter of Chiali Rossi, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Lump sum granted for \$519.75, September 25th, 1918.

Acc. No. 32,299, Claim No. 5,836. In the Matter of the Death of John Agnes. Mattie Agnes, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement granted for \$1,137, September 28th, 1918.

Acc. No. 30,020, Claim No. 5,449. In the Matter of the Death of Hugh Faughnan. Gladys O. Faughnan, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Pike's Peak Consolidated Fuel Company, Self Insurer, Respondents.

Application for lump sum granted for \$914.56 to pay sundry items of indebtedness, September 28th, 1918.

Acc. No. 33,331, Claim No. 6,811. In the Matter of M. Salazar, Claimant, vs. Colorado Lime Rock Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Application for Lump Sum Settlement denied September 30th, 1918.

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

Lump sum granted for \$64.71 to enable guardian to take the minor claimant to Memphis, Tennessee, October 11th, 1918.

Acc. No. 30,588, Claim No. 5,641. In the Matter of Fred Webster, Claimant, vs. Black Canon Coal & Fuel Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Lump sum granted for \$322.15, October 11th, 1918.

Acc. No. 26,823, Claim No. 5,247. In the Matter of Tom Chickas, Claimant, vs. U. S. Portland Cement Company, Employer, Self Insurer, Respondents.

Lump sum granted for \$728 to enable claimant to return to his home in Greece, October 14th, 1918.

Acc. No. 17,520, Claim No. 2,701. In the Matter of the Death of Charles T. Harris. Charlotte A. Harris, Mother, Dependent, Claimant, vs. Primos Chemical Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Application for Lump Sum Settlement granted for \$65.81 to enable claimant to purchase coal, October 14th, 1918.

Acc. No. 26,239, Claim No. 4,449. In the Matter of the Death of Cornelio Mestas. Genobia Mestas, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. E. I. DuPont de Nemours & Company, Employer, Self Insurer, Respondents.

Application for Lump Sum Settlement denied October 15th, 1918.

Acc. No. F-2,041, Claim No. F-688. In the Matter of the Death of Joseph Kure. Barbara Kure, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. The Leadville Unit, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for Lump Sum Settlement denied October 15th, 1918.

Acc. No. 26,241, Claim No. 4,451. In the Matter of the Death of Faustin Lucero. Lorencita Lucero, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. E. I. DuPont de Nemours & Company, Employers, Self Insurer, Respondents.

Petition for Lump Sum Settlement denied October 15th, 1918.

Acc. No. 28,324, Claim No. 4,914. In the Matter of George William Bixler, Claimant, vs. The Grand Junction Mining & Fuel Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Lump Sum Settlement granted for \$448 in order to enable claimant to purchase tract of land, October 15th, 1918.

Acc. No. 33,414, Claim No. 6,516. In the Matter of Richard Irwin, Claimant, vs. H. Koppers Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Application for Lump Sum Settlement for \$843.75 in order to enable claimant to pay certain medical expenses, October 17th, 1918.

Acc. No. 23,737, Claim No. 4,057. In the Matter of Antonio Muniz, Claimant, vs. The American Smelting & Refining Company, Employer, Self Insurer, Respondents.

Lump Sum Settlement granted for \$132.31 to pay sundry items of indebtedness, October 17th, 1918.

Acc. No. 22,030, Claim No. 3,609. In the Matter of the Death of Sam Kikas. Evangeline Kikas, His Widow, in Behalf of Herself and Minor Daughter, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company and Lloyds of London, Insurers, Respondents.

Application for Lump Sum Settlement granted for \$68.31 for the purpose of paying attorney fees, October 19th, 1918.

Acc. No. 26,620, Claim No. 4,565. In the Matter of the Death of George Dalton. Ocie and Howard Dalton, Minor Children, by Belle Knight, Dependents, Claimants, vs. Cedar Hill Coal & Coke Co., Employers, and Employers' Mutual Insurance Company, Insurers, Respondents.

Application for Lump Sum Settlement granted for \$87.79 for the purpose of paying attorney's fees, October 19th, 1918.

Acc. No. 33,136, Claim No. 6,916. In the Matter of O. G. Yeo, Claimant, vs. Griffen Wheel Company, Employer, and Employers' Liability Assurance Corporation of London, England, Insurer, Respondents.

Application for Lump Sum Settlement granted for \$627.51 to enable claimant to make final payment on purchase of home, October 22nd, 1918.

Acc. No. 30,154, Claim No. 5,550. In the Matter of the Death of L. H. Leiter. Ada Leiter, His Widow, Dependent, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Application for Lump Sum Settlement granted for \$84.05 in order to pay medical and surgical expenses, October 28th, 1918.

Acc. No. 33,139, Claim No. 6,396. In the Matter of George Bibos, Claimant, vs. The Victor American Fuel Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Application for Lump Sum Settlement granted for \$584 for the purpose of allowing claimant to return to Greece. November 7th, 1918

Acc. No. 14,171, Claim No. 2,189. In the Matter of the Death of Alex Martinez. Margarita Martinez, His Widow, Dependent, Claimant, vs. Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum granted for \$596.62 to enable claimant to improve her home, November 14th, 1918.

Acc. No. 30,588, Claim No. 5,641. In the Matter of Fred Webster, Claimant, vs. Black Canon Coal & Fuel Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Application for Lump Sum Settlement granted to the extent of \$160.60 to enable claimant to pay attorney fees and purchase transportation to California, November 14th, 1918.

Acc. No. 21,981, Claim No. 3,596. In the Matter of Jack Zele. Johana Zele, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Application for Lump Sum Settlement granted for \$842.01, November 15th, 1918.

Acc. No. 20,153, Claim No. 3,626. In the Matter of the Death of Andy Takovic. Mary Takovic, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employers, and Lloyds of London and Employers' Mutual Insurance Company, Insurers, Respondents.

Application for Lump Sum Settlement granted for \$887.46, to enable claimant to purchase boarding house and cows, November 15th, 1918.

Acc. No. F-1,920, Claim No. F-661. In the Matter of J. O. Bishop, Claimant, vs. Sunnyside Mining & Milling Co., Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for \$604.56 granted to enable claimant to purchase service station, November 19th, 1918.

Acc. No. 21,985, Claim No. 3,588. In the Matter of the Death of Frank Zarnada. Mary Zarnada, His Widow, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Attorney fee allowed on full amount of award, or $2\frac{1}{2}\%$ of \$2,496.00, to be paid in one lump sum. Balance of compensation, \$1,834.74, ordered paid to widow direct at the rate of \$8 per week. November 16, 1918.

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

Attorney fee for $2\frac{1}{2}\%$ of total of \$2,500 award allowed, to be paid in one lump sum, balance of compensation due widow, to-wit: \$1,864.61, ordered paid to her direct at \$8 per week. November 16, 1918.

Acc. No. 21,914, Claim No. 2,558. In the Matter of the Death of Libor Gardelka. Julia Gardelka, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Application for Lump Sum Settlement granted to pay attorney's fees of \$28.85, October 17th, 1918.

Acc. No. 21,980, Claim No. 3,633. Death of Chas. Niccoli. Rosa Niccoli, Widow, on Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Co., Employer, Employers' Mutual Insurance Co., Insurer, Lloyds of London, Re-Insurer, Respondents.

Petition for Lump Sum Settlement denied November 29, 1918.

Acc. No. 34,426, Claim No. 6,537. J. C. Edmonds, Claimant, vs. Pike's Peak Consolidated Fuel Co., Employer, Self Insurer, Respondent.

Petition for Lump Sum Settlement denied November 30, 1918.

AWARDS

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

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

Application for rehearing denied December 5th, 1917.

Acc. No. 20,986, Claim No. 3,532. In the Matter of Steve Vehos, Claimant, vs. Frederick Fuel Company, Employer, and the Employers' Mutual Insurance Company, Insurer, Respondents.

Petition for rehearing denied December 11th, 1917.

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

Petition for rehearing denied December 11th, 1917.

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

Petition for rehearing denied December 11th, 1917.

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

Petition for rehearing denied December 11th, 1917.

Acc. No. 12,782, Claim No. 2,113. In the Matter of James W. Sherman, Claimant, vs. Denver Rock Drill Manufacturing Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Award of 52 weeks at \$6.91 per week, for 50% loss of vision of right eye; December 14th, 1917.

Acc. No. 25,702, Claim No. 5,029. In the Matter of N. H. Miller, Claimant, vs. Denver Rock Drill Manufacturing Company, Employer, and the Globe Indemnity Company, Insurer, Respondents.

Claim for loss of vision denied December 14th, 1917.

Acc. No. 26,212, Claim No. 4,639. In the Matter of Frank S. Raymer, Claimant, vs. Oakes Home, Employer, and the Fidelity & Casualty Company of New York, Insurer, Respondents.

Award of \$8.00 per week for fracture of wrist, hand and forearm, to continue during disability. December 14th, 1917.

Acc. No. 20,672, Claim No. 4,077. In the matter of Sam Plomantes, Claimant, vs. Griffin Wheel Company, Employer, and Employers' Liability Assurance Corporation of London, Insurers, Respondents.

Award of compensation of \$8.00 per week from July 23rd, 1917, to November 9th, 1917.

Acc. No. 20,454, Claim No. 3,504. In the Matter of Joe Svilar, Claimant, vs. Carbon Fuel & Iron Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Award for permanent partial disability amounting to 50% of total disability. Compensation for \$2,080.00 at \$8 per week; December 17th, 1917.

Acc. No. 21,916, Claim No. 3,845. In the Matter of the Death of John Junos, vs. The Victor-American Fuel Company, Employers, and Employers' Mutual Insurance Company and Lloyds of London, Insurers, Respondents.

Funeral award for \$75.00, December 17th, 1917.

Acc. No. 26,250, Claim No. 4,859. In the Matter of the Death of Clyde R. Hough. Maude E. Hough, his Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Award to widow and minor children for \$2,500.00, to be paid at the rate of \$8.00 per week; December 18th, 1917.

Acc. No. 20,929, Claim No. 4,446. In the Matter of the Claim of John T. Carlson, Claimant, vs. Doctor Jack Pot Mining Co., Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Award for three-fourths loss of use of ring finger for 7 4-7 weeks at \$8 per week. In addition to compensation from March 10th to March 24th, 1917, for total disability resulting from palmar abscess, as result of rock striking back of claimant's head; December 18, 1917.

Acc. No. 22,110, Claim No. 3,601. In the Matter of the Death of Paul Vincenzi. Dora, Lucia and Susie Vincenzi, Minor Sisters, by Moses Trujillo, their next friend and guardian, Claimants, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company and Lloyds of London, Insurers, Respondents.

Application for rehearing granted December 21st, 1917.

Acc. No. 21,978, Claim No. 3,585. In the Matter of the Death of Joe Hernandez. Mithie E. Hernandez, His Widow, in Behalf of Herself and Minor Child, and Reynaldo Hernandez, Mother, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company and Lloyds of London, Insurers, Respondents.

Award to wife and minor child for \$2,147.18, to be paid at the rate of \$6.86 per week. Claim of mother as to dependency denied. December 21, 1917.

Acc. No. 22,390, Claim No. 3,690. In the Matter of Fred McDougal, Claimant, vs. R. Hardesty Manufacturing Company, and Haliack Investment Company, Employers, and Globe Indemnity Company and London Guarantee & Accident Corporation, Ltd., Insurers, Respondents.

Application for rehearing denied December 27th, 1917.

Acc. No. 23,046, Claim No. 3,802. In the Matter of Narciso Rojas, Claimant, vs. United States Zinc Company, Employer, Self Insurer, Respondents.

Application for rehearing denied December 27th, 1917.

Acc. No. 29,629, Claim No. 5,214. In the Matter of the Death of Gottardo Farenzena. Ancilla Farenzena, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Self Insurer, Respondents.

Award to Widow and Minor Children for \$2,500, payable \$8 per week; December 27th, 1917.

Acc. No. 28,932, Claim No. 5,065. In the Matter of the Death of Raymond Jones. Mary C. Jones, His Mother, Dependent, Claimant, vs. Colorado Fuel & Iron Company, Self Insurer, Respondents.

Award of \$2,500 to mother at \$8 per week; December 28th, 1917.

Acc. No. 17,095, Claim No. 2,638. In the Matter of the Death of George Billos. Anastasia, Mary, Absatia and Evangelia, Sisters of Decedent, Dependents, Claimants, vs. Yampa Valley Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Commission finds that none of said sisters, claimants, were dependents upon said decedent. Claim denied December 31st, 1917.

Acc. No. 10,650, Claim No. 1,664. In the Matter of John Kainula, Claimant, vs. Wagner Mining & Development Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Claimant suffered compound fracture of leg on July 17th, 1916. Compensation paid up to October 10th, 1917. Award ordering payment of compensation at the rate of \$8 per week from October 10th, 1917, to December 11th, 1917, and thereafter as long as disability exists. December 31st, 1917.

Acc. No. 20,219, Claim No. 3,963. In the Matter of Elmer Wood, Claimant, vs. Land & McLaughlin, Employer, and U. S. Fidelity & Guaranty Company, Insurer, Respondents.

Award for compensation at \$8 per week for 27.5 weeks for disability; \$100 medical. Amount for facial disfigurement left open for future determination. January 2nd, 1918.

Acc. No. 26,658, Claim No. 4,694. In the Matter of the Death of Dave Salazar, vs. Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer.

\$75.00 funeral award January 3rd, 1918.

Acc. No. 29,708, Claim No. 5,223. In the Matter of the Death of Charles Mitchell. Lena Mitchell, His Widow, Dependent, Claimant, vs. The Denver Gas & Electric Company, Employer, Self Insurer, Respondents.

Award \$800; payable \$11.54. Claim of Harry and Maria Sullivan, step-children, denied; both being over eighteen years of age, and not physically and mentally incapacitated for earning their own living. \$100 funeral award, balance of compensation withheld pending further proof to the Commission of the dependency of two minor children of decedent by his first marriage; January 3rd, 1918.

Acc. No. 27,717, Claim No. 4,837. In the Matter of J. H. Rife. Alma E. Rife, His Widow, Dependent, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Award of \$2,500, payable \$8 per week; January 4th, 1918.

Acc. No. 28,645, Claim No. 4,969. In the Matter of the Death of James M. Blair. His Widow, in Behalf of Himself and Minor Children, Dependents, Claimants, vs. Portland Gold Mining Company, Employer, and London Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Award of \$2,500 at \$8 per week, to widow and two minor children. January 4th, 1918.

Acc. No. 50,575, Claim No. 974. In the Matter of the Death of Claude Hicks. Abbie Hicks, His Mother, Dependent, Claimant, vs. Ganister Mining Company, Employer, and Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Award of \$2,390.45 to mother, payable \$8 per week. \$100.55 deducted in compensation paid decedent between time of injury and death. January 8th, 1918.

Acc. No. 21,943, Claim No. 3,853. In the Matter of the Death of Marcellino Barbero. Ernesta Barbero, His Widow, on Behalf of Herself and Posthumous Child, Dependents, Claimants, vs. The Victor-American Fuel Company, Employers, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Award of \$2,500 to widow and posthumous child; \$8 per week. January 7th, 1918.

Acc. No. 22,016, Claim No. 3,844. In the Matter of the Death of Dave Williams. Catherine Williams, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Award to widow and four minor children, \$2,500, payable \$8 per week; January 8th, 1918.

Acc. No. 21,956, Claim No. 3,842. In the Matter of the Death of R. L. Davis. Maggie Davis, His Widow, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company and Lloyds of London, Insurers, Respondents.

Award of \$1,565 at \$5 per week, January 9th, 1918.

Acc. No. 21,937, Claim No. 3,851. In the Matter of the Death of George Torchio. Maria Torchio, His Widow, on Behalf of Herself and Minor Child, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Award of \$833.33, at \$8 per week, to non-resident widow and child. January 9th, 1918.

Acc. No. 19,473, Claim No. 2,997. In the Matter of the Death of John Schmidt. Annie Schmidt, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Award No. 325 entered on April 16th, 1917, affirmed. Minor children's share of compensation ordered paid to mother, January 12th, 1918.

Acc. No. 28,921, Claim No. 5,063. In the Matter of the Death of Fred Brown. Ella Brown, His Widow, Dependent, Claimant, vs. Western Light & Power Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Award of \$2,466.44 to widow, at \$7.88 per week; January 15th, 1918.

Acc. No. 27,024, Claim No. 5,188. In the Matter of the Death of Ray Morgan. Clara Morgan, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Mineral County Mines and Milling Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Award of \$2,500 to widow and minor child, at \$8 per week, less \$40 paid to decedent between the time of accident and death; January 15th, 1918.

Acc. No. 26,212, Claim No. 4,639. In the Matter of Frank S. Raymer, Claimant, vs. Oakes Home, Employer, and Fidelity & Casualty Company, of New York, Insurers, Respondents.

Petition for rehearing granted for the purpose of allowing oral argument. January 12th, 1918.

Acc. No. 27,243, Claim No. 4,665. In the Matter of the Death of Rocco Route. Carmelia Route, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Respondents.

Award to widow and minor child for \$2,034.50, at \$6.50 per week; January 21st, 1918.

Acc. No. 25,596, Claim No. 4,336. In the Matter of the Death of Alberto Irventine, Claimant, vs. The Victor-American Fuel Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Funeral award for \$75. January 21st, 1918.

Acc. No. 30,822, Claim No. 5,458. In the Matter of the Death of Wm. Bunten, Claimant, vs. Wolf Park Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Funeral award for \$75, January 25, 1918.

Acc. No. 28,455, Claim No. 4,922. In the Matter of the Death of Willie Newman. Ignacito Newman, His Widow, Dependent, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Award to widow of \$2,500, at \$8 per week; January 25th, 1918.

Acc. No. 30,345, Claim No. 5,410. In the Matter of Herman Bussman, Claimant, vs. Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation \$8 per week, December 29th, 1917, during total disability. Case to be reopened later for the purpose of determining extent of permanent disability, if any; January 31st, 1918.

Acc. No. 12,383, Claim No. ——. In the Matter of the Death of A. E. Tracy. Laura B. Tracy, Widow, Dependent, Claimant, vs. Carlson Ice Cream Company, Employer, and London Guarantee & Accident Corporation, Insurer, Respondents.

Application for rehearing denied January 31st, 1918.

Acc. No. 21,944, Claim No. 3,569. In the Matter of the Death of Leo Pratt. Alice Pratt, Widow, in Behalf of Herself and Minor Daughter, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Award to widow and minor child for \$1,990.68 at \$6.36 per week; February 2nd, 1918.

Acc. No. 22,030, Claim No. 3,609. In the Matter of the Death of Sam Kikas. Evangelia, Widow, in Behalf of Herself and Minor Daughter, Dependents, Claimants, and Amelia Kikas, claiming as widow, Dependent; Amelia Kikas withdrew her claim as widow dependent for the reason that her husband was produced at the hearing alive.

Award to Evangelia Kikas and minor child for \$833.33, at the rate of \$8 per week; non-resident dependents. February 2nd, 1918.

Acc. No. 16,399, Claim No. 2,547. In the Matter of the Death of Tony Skoll. Nick Skoll, Brother, John Skoll, Father, Mary Skoll, Sister, Dependents, Claimants, vs. The Victor-American Fuel Company, and Employers' Mutual Insurance Company, Respondents.

Funeral award of \$100.00, February 13, 1918.

Acc. No. 28,209, Claim No. 4,867. In the Matter of the Death of C. Sellman. Christina Sellman, Widow, Dependent, Claimant, vs. Hollis & Platt Horse Company, Employer, and New Amsterdam Casualty Company, Insurer, Respondents.

Award to widow \$2,500, at the rate of \$8 per week. February 8th, 1918.

Acc. No. 30,123, Claim No. 5,371. In the Matter of the Death of Joe Lanzini. Lucy Lanzini, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. George McNally Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Award to widow and minor child, \$2,500, at the rate of \$8 per week; February 9th, 1918.

Acc. No. 21,182, Claim No. 3,413. In the Matter of the Death of Melvin C. Walter. Claribel Walter, Mother, in Behalf of Herself and two Minor Brothers of Decedent, Dependents, Claimants, vs. Empire Zinc Company, Employer, Self Insurer, Respondents.

Mother and brothers were found to be 5-9 dependent. Award for \$1,388.89, at \$8 per week; February 9th, 1918.

Acc. No. 21,183, Claim No. 3,434. In the Matter of the Death of Melvin Spur. Elizabeth Spur, Mother, Dependent, Claimant, vs. Empire Zinc Company, Employer, Self Insurer, Respondents.

Mother found to be 45% dependent. Award for \$1,125, at \$8 per week; February 2nd, 1918.

Acc. No. 12,821, Claim No. 1,955. In the Matter of the Death of Guerino Villotti. Sister, Dependent, Claimant, vs. Cedar Hill Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claim of sister as to dependency denied. \$100 funeral award. February 2nd, 1918.

Acc. No. 22,540, Claim No. 3,898. In the Matter of the Death of I. M. Shreve. Lida Rote, Sister, Dependent, Claimant, vs. Empire Zinc Company, Employer, Self Insurer, Respondents.

Award of \$2,500 to sister, payable at \$8 per week, less \$651.50 advanced to claimant and to decedent before his death. February 11th, 1918.

Acc. No. 22,165, Claim No. 3,523. In the Matter of Tom Detus, Claimant, vs. Bear River Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claim denied for failure to present same; February 11th, 1918.

Acc. No. 12,821, Claim No. 1,955. In the Matter of the Death of Guerino Villotti. Mary Benedetti, Sister, Dependent, Claimant, vs. Cedar Hill Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Award of February 2nd, 1918, modified. Denial of claim of sister set aside for lack of notice. Award limited to include only allowance of funeral expenses with the right reserved to sister to properly present her claim; February 13th, 1918.

Acc. No. 21,961, Claim No. 3,665. In the Matter of the Death of Miguel Mayorga. Paula V. Mayorga, Widow, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company and Lloyds of London, Respondents.

\$98 funeral award, February 13th, 1918.

Accident No. 21,943, Claim No. 3,853. In the Matter of the Death of Marcellino Barbero. Ernesta Barbero, Widow, in Behalf of Herself and Posthumous Child, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Award of January 3rd, 1918, amended to provide compensation for posthumous child; \$2,500 compensation granted to widow and minor child, February 13, 1918.

Acc. No. 20,219, Claim No. 3,963. In the Matter of Elmer Wood, Claimant, vs. Land & McLaughlin, Employers, and U. S. Fidelity & Casualty Company, Insurer, Respondents.

Award January 2nd, 1918, amended to allow claimant \$250 for permanent, serious facial disfigurement, February 16th, 1918.

Acc. F-1,406, Claim No. F-438. In the Matter of the Death of John Frame. Jane Frame, Widow, Claimant, vs. Town Board of Trustees of Buena Vista, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Award of \$2,500, March 2nd, \$8 per week, to widow; February 19th, 1918.

Acc. No. 29,874, Claim No. 5,258. In the Matter of the Death of Thomas S. Bradfield. Della M. Bradfield, Widow, Claimant, vs. Elmer S. Smith & Co., Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Award of \$2,500, payable \$8 per week to widow; February 20th, 1918.

Acc. No. 30,747, Claim No. 5,450. In the Matter of the Death of Nick Rampon. Mary Rampon, Widow, Dependent, Claimant, in Behalf of Herself and Minor Children, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Award to widow and minor children \$2,500, payable \$8 per week. February 28th, 1918.

Acc. No. 25,478, Claim No. 4,619. In the Matter of the Death of Andre Youngquist. Sophie Youngquist, Widow, in Behalf of Herself and Minor Child, Dependent, Claimant, vs. Clark Brick Company, Employer, and London Guarantee & Accident Company, Insurers, Respondents.

Petition for rehearing denied February 26, 1918.

Acc. No. 28,093, Claim No. 4,826. In the Matter of the Death of Edwin Putnam. Martha Rebecca Hoffman, Grandmother, in Behalf of Herself and Robert Putnam, Minor Brother, Dependents, Claimants, vs. The Brock-Haffner Press Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Petition for rehearing denied February 26th, 1918.

Acc. No. 20,013, Claim No. 2,641. In the Matter of the Death of Vincenzo Circo. Guiseppe Migara Circo, His Widow, in Behalf of Herself and Minor Children of Decedent, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurer, Respondents.

Award of \$833.33 to widow and minor children, at \$8 per week; non-resident dependents. February 27th, 1918.

Acc. No. 24,260, Claim No. 4,147. In the Matter of the Death of Joseph Gannie. Rosa, Anna and Viola Gannie, Minor Dependents, Claimants, by George S. Beardsley, Duly Appointed Guardian, vs. Passiflora Mining & Milling Company, Employers, and Employers' Liability Assurance Corporation, Insurer, Respondents.

Award of \$2,500 to minor children, to be paid to guardian at the rate of \$8 per week; February 28th, 1918.

Acc. No. 20,089, Claim No. 3,112. In the Matter of the Death of Maxwell Duff. Laura M. Duff, Mother, Dependent, Claimant, vs. Tungsten Metals Corporation, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Mother adjudged one-third dependent. Award of \$833.33 paid at the rate of \$8 per week from February 28th, 1918.

Acc. No. 31,553, Claim No. 5,610. In the Matter of the Death of W. E. McDonough. Ada Gallagher, Mother, Dependent, Claimant, vs. Western Light & Power Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Mother adjudged 27-287 dependent; compensation of \$226 awarded at the rate of \$8 per week; March 1st, 1918.

Acc. No. 30,482, Claim No. 5,658. In the Matter of Joe Vanner, Claimant, vs. Matchless Fuel Company, Employer, and Employers' Mutual Insurance Company, Respondents.

Award of \$7.79 per week for a period of 5 2-7 weeks' disability, due to injury to leg. March 1st, 1918.

Acc. No. 26,212, Claim No. 4,639. In the Matter of Frank S. Raymer, Claimant, vs. Oakes Home, Employer, and Fidelity & Casualty Company of New York, Insurer, Respondents.

Award of \$8 per week from August 28th, 1917, during period of disability; March 1st, 1918.

Acc. No. 5,160, Claim No. 804. In the Matter of Peter Lopez, Claimant, vs. Temple Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Award of compensation at \$8 per week from July 21st, 1916, to October 7th, 1916; compensation from October 7th, 1916, to January 1st, 1917, at the rate of \$5 per week from March 2nd, 1918.

Acc. No. 23,316, Claim No. 3,905. In the Matter of the Death of John Dinwiddie, Claimant, vs. United Gold Mining Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Funeral award for \$75, ordered paid to the administrator of decedent, March 1st, 1918.

Acc. No. 23,184, Claim No. 3,832. In the Matter of the Death of Fred Palerero. Mary Palerero, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Broderick Mining & Milling Co., Employer, and Ocean Accident & Guarantee Corporation, Ltd., Respondents.

Application for rehearing denied March 9th, 1918.

Acc. No. 26,240, Claim No. 4,450. In the Matter of the Death of C. A. Naylor. Mrs. C. A. Naylor, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. E. I. Du Pont de Nemours Powder Company, Employer, Self Insurer, Respondents.

Award of \$2,500 to widow and minor children, paid at the rate of \$8 per week, March 12th, 1918.

Acc. No. 30,674, Claim No. 5,456. In the Matter of the Death of J. C. Iverson. Eliza J. Iverson, Widow, Dependent, Claimant, vs. Onandaga Mines Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Award of \$2,500 to widow paid at \$8 per week, March 13th, 1918.

Acc. No. 30,751, Claim No. 5,486. In the Matter of the Death of Edward Moore. Anna M. Moore, Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Moffat Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Award of \$2,500 to widow and minor child, at \$8 per week, March 13th, 1918.

Acc. No. 30,786, Claim No. 5,457. In the Matter of the Death of Charles J. Peterson. Emma Peterson, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Carl Johnson, Employer, and London Guarantee & Accident Corporation, Insurer, Respondents.

Award of \$2,500 to widow and minor children paid at \$8 per week, March 14th, 1918.

Acc. No. 30,154, Claim No. 5,550. In the Matter of the Death of J. H. Laiter. Ada Laiter, Widow, Dependent, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Award for \$2,500 to widow, March 14th, 1918.

Acc. No. 31,665, Claim No. 5,730. In the Matter of the Death of Joseph Samac. Juliana Samac, widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Award of \$2,500 to widow and minor children, \$8 per week, March 14th, 1918.

Acc. No. 30,020, Claim No. 5,449. In the Matter of the Death of Hugh Faughman. Gladys O. Faughman, Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Pike's Peak Consolidated Fuel Company, Employer, Self Insurer, Respondents.

Award of \$2,500 to widow and minor child, \$8 per week, March 14th, 1918.

Acc. No. 28,329, Claim No. 5,035. In the Matter of Eric C. Engblom. Claimant, vs. H. S. Crocker, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Aggregate award for 21.6 weeks at \$8 per week for loss of use of index finger, second, third and little fingers, March 15th, 1918.

Acc. No. 28,341, Claim No. 5,246. In the Matter of Adam Gonnerman. Claimant, vs. Rocky Mountain Trading & Transfer Co., Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Award at the rate of \$7.05 from January 30th, 1918, to March 15th, 1918, and thereafter upon proof of continuance of disability, March 16, 1918.

Acc. No. 29,257, Claim No. 5,127. In the Matter of the Death of Harold Roberts. Ella Allingham, Mother, Dependent, Claimant, vs. French Gulch Dredging Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Award to mother \$2,500 payable at \$8 per week, March 19th, 1918.

Acc. No. 32,599, Claim No. 5,836. In the Matter of the Death of John Agnes. Mattie Agnes, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Award to widow and minor children \$2,500 at \$8 per week, March 19th, 1918.

Acc. No. 31,031, Claim No. 5,530. In the Matter of the Death of John Poyleko. Rosa Poyleko, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Co., Employer, Self Insurer, Respondents.

Award to widow and minor children for \$2,500, \$8 per week, March 19th, 1918.

Acc. No. 25,834, Claim No. 4,353. In the Matter of the Death of Claude Moser. Charles E. Moser, Father; Belle Moser, Mother; Ruth and Dale Moser, Sister and Brother of Decedent, Dependents, Claimants, vs. Great Western Sugar Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Charles E. Moser, father, withdrew claim for compensation, admitting that he was not a dependent. Mother, sister and brother adjudged to be 1/6 dependents. Award for \$358.38 at \$6.87 plus per week, March 22nd, 1918.

Acc. No. 27,285, Claim No. 4,959. In the Matter of Mike Sabo, Claimant, vs. Rurner Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Award of 139 weeks at \$8 per week for enucleation of left eye, March 22nd, 1918.

Acc. No. 21,084, Claim No. 3,321. In the Matter of the Death of Richard P. Hasselman. Jennie A. Hasselman, by H. Hasselman as next friend, Dependent, Claimant, vs. H. Koppers Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Application for rehearing denied March 22nd, 1918.

Acc. No. 19,827, Claim No. 3,391. In the Matter of Paul T. Moorehead, Claimant, vs. The Loma Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Application for rehearing denied March 28th, 1918.

Acc. No. 21,952, Claim No. 3,625. In the Matter of the Death of Isadore Dorado. Apolonia Carrillo Dorado, His Widow, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company and Lloyds of London, Insurers, Respondents.

Award to widow of \$602 to be paid \$5.75 per week, non-resident dependent, March 29th, 1918.

Acc. No. 21,977, Claim No. 3,856. In the Matter of the Death of George Krokas. Margaret G. Krokas, Widow, in Behalf of Herself and Minor Son, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Award of \$833.33 to be paid at the rate of \$8 per week to widow and minor son, non-resident dependent, March 30th, 1918.

Acc. No. 21,953, Claim No. 3,626. In the Matter of the Death of Andy Takovick. Mary Takovick, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Application for rehearing denied March 30th, 1918.

Acc. No. 30,865, Claim No. 5,487. In the Matter of the Death of H. Osaki. Petra Osaki, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Award to widow and minor children \$2,500 at \$8 per week, March 30th, 1918.

Acc. No. 26,758, Claim No. In the Matter of Will J. Saunders, Claimant, vs. Molybdenum Produce Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Respondents.

Award to claimant of 104 weeks for loss of vision of right eye, and 52 weeks for 50% loss of vision of left eye at \$8 per week, March 30th, 1918.

Acc. No. 25,928, Claim No. 4,831. In the Matter of the Death of Leslie E. Spencer. Ross and Vesta Spencer, Minor Children, by Maude E. Spencer, Their Next Friend, Dependents, Claimants, vs. Western Light & Power Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Respondents.

Award to minor children \$2,500 at \$8 per week. Contention of respondents for reduction of compensation 50% on account of safety rule violation denied April 11th, 1918.

Acc. No. 24,812, Claim No. 4,216. In the Matter of the Death of Frank Reggio. Father, in Behalf of Himself and Minor Brothers and Half Sisters of Decedent, Dependents, Claimants, vs. Temple Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claim of dependency of father, brothers and half sisters denied April 1st, 1918.

Acc. No. 22,677, Claim No. 4,311. In the Matter of Mike Vuksanovich, Claimant, vs. Louisville Coal & Land Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Award of disability payments at \$8 per week paid to January 28th, 1918. Commission found claimant had sufficiently recovered on that date to enable him to perform 50% of his usual work. Award for \$4 per week commenced with January 28th, 1918, to April 10th, 1918. Further hearing ordered after said date to determine extent of permanent partial disability, if any, April 2nd, 1918.

Acc. No. 19,373, Claim No. 3,414. In the Matter of the Claim of W. J. Asher, Claimant, vs. E. Frankenberry, Employer, and New Amsterdam Casualty Company, Insurer, Respondents.

Award of compensation at the rate of \$8 per week for one week; \$250 allowed for permanent serious facial disfigurement, April 2nd, 1918.

Acc. No. 24,472, Claim No. 4,542. In the Matter of Thomas Dunnington, Claimant, vs. Frank Kirchhof, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Award of \$8 per week from July 24th, 1917, to October 13th, 1917, and from October 13th, 1917, to January 30th, 1918. Commencing with January 30th, 1918, award of \$4 per week during period of temporary partial disability. April 2nd, 1918.

Acc. No. 29,483, Claim No. 5,385. In the Matter of William E. Bragg, Claimant, vs. City of Colorado Springs, Employer, Self Insurer, Respondents.

Award of \$6.87 per week, beginning June 13th, 1917, to September 1st, 1917. \$100 for medical and hospital expenses, April 2nd, 1918.

Acc. No. 60,833, Claim No. 1,302. In the Matter of Mack Bobanin, Claimant, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant injured February 21st, 1916, paid compensation for temporary total disability at \$6 per week to January 29th, 1918. Commission awarded compensation at \$6.30 per week beginning January 29th, 1918, continuing to May 11th, 1918. Extent of permanent partial disability to be determined after said date. April 2nd, 1918.

Acc. No. 30,647, Claim No. 5,674. In the Matter of Frank G. Schreiber, Claimant, vs. Colorado Springs & Interurban Railway Company, Employer, Self Insurer, Respondent.

Award of \$5 per week beginning December 20th, 1917, and continuing during period of disability, April 11, 1918.

Acc. No. 22,937, Claim No. 3,797. In the Matter of the Death of Oscar Lind. Jenny M. Lind, Widow, Dependent, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Award of \$2,153.44 to widow at \$6.88 per week, April 12th, 1918.

Acc. No. 26,212, Claim No. 4,639. In the Matter of Frank S. Raymer, Claimant, vs. Oakes Home, Employer, and Fidelity & Casualty Company of New York, Insurer, Respondents.

Application for rehearing denied April 13th, 1918.

Acc. No. 31,553, Claim No. 5,610. In the Matter of the Death of W. E. McDonough. Ada Gallagher, His Mother, Dependent, Claimant, vs. Western Light & Power Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Application for rehearing denied April 15th, 1918.

Acc. No. 21,954, Claim No. 3,571. In the Matter of the Death of Tom Valahos. Catherine Valahos, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company and Lloyds of London, Insurers.

Award of July 9th, 1917, amended to give one-fourth share of compensation to posthumous child, April 16th, 1918.

Acc. No. 24,472, Claim No. 4,542. In the Matter of Thomas Dunnington vs. Frank Kirchhof Lumber Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Petition for rehearing denied May 6th, 1918.

Acc. No. 32,724, Claim No. 5,907. In the Matter of the Death of Arthur G. Foster. Bertha A. Foster, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Grand Junction Electric Gas & Manufacturing Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer.

Award for \$2,500 payable at \$8 per week to widow and three minor children, May 7th, 1918.

Acc. No. 26,629, Claim No. 4,565. In the Matter of the Death of George Dalton. Osie and Howard Dalton, Minor Children, by Belle Knight, Guardian, Dependents, Claimants, vs. Cedar Hill Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Stephen Knight ordered reimbursed in the sum of \$25 for amount advanced to undertaker. \$70 ordered paid to undertaker. May 7th, 1918.

Acc. No. 10,200, Claim No. 1,999. In the Matter of Leo Hlassar, Claimant, vs. Union Coal & Coke Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Application for rehearing denied May 7th, 1918.

Acc. No. 28,329, Claim No. 5,035. In the Matter of Eric C. Engblom, Claimant, vs. H. S. Crocker, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Application for rehearing granted for the purpose of taking further medical testimony May 8th, 1918.

Acc. No. 30,360, Claim No. 5,409. In the Matter of the Death of Fred Sutherland. Docia Sutherland, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Excelsior Mining, Milling & Electrical Co., Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Death award of \$2,500 payable at \$8 per week to widow and minor children May 8th, 1918.

Acc. No. 26,238, Claim No. 4,448. In the Matter of the Death of Joseph G. Jeandell. Mary Jeandell, Widow, Dependent, vs. E. I. Du Pont de Nemours, Employer, Self Insurer, Respondents.

Death award to widow of \$2,500 payable \$8 per week, May 8th, 1918.

Acc. No. 32,458, Claim No. 5,885. In the Matter of the Death of Charles Olson. Josephine Olson, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Elmer S. Smith, Employer, and London Guarantee & Accident Corporation, Ltd., Respondents.

Death award to widow and minor child for \$2,500 payable \$8 per week, May 9th, 1918.

Acc. No. 22,054, Claim No. 4,640. In the Matter of Constantina Formosa, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

The only question involved was as to the extent of permanent disability. Compensation awarded for 10% permanent loss of use of right hand 1.4 weeks at \$8 per week, May 9th, 1918.

Acc. No. 5,173, Claim No. 1,180. In the Matter of the Claim of Joe Delatore, Claimant, vs. Chicosa Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant was paid compensation under an agreement from January 13th, 1916, at \$5.88 per week to September 17th, 1916. Commission found that on said date claimant had fully recovered from the disability arising from his accident, and that his present condition was not due to accident. Compensation was ordered terminated as of said date. May 9th, 1918.

Acc. No. 22,794, Claim No. 4,003. In the Matter of Clarence McCullough, Claimant, vs. Colorado Tire & Leather Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant was paid compensation under an agreement from June 9th, 1917, at \$5.50 per week; 13 weeks for loss of index finger at second joint, and 13 weeks for loss of second finger at proximal joint. Question presented to Commission was as to extent of permanent disability in right hand. Commission found that claimant had sustained a permanent total disability of 85% of the right hand at the wrist, and was entitled, therefore, to compensation at the rate of \$5.50 per week for 88.4 weeks, less \$264 paid under the agreement. May 9th, 1918.

Acc. No. 33,731, Claim No. 5174. In the Matter of the Death of George Saros, also known as George Katsarolakes, vs. The Victor-American Fuel Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Funeral award for \$75, May 10th, 1918.

Acc. No. 33,729, Claim No. 6,170. In the Matter of the Death of Antonia Gregovich. Lizzie Gregovich, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Ohio Smelting & Refining Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Death award of \$2,500 at \$8 per week to widow and minor children, May 10th, 1918.

Acc. No. 33,432, Claim No. 6,120. In the Matter of the Death of John Vanvas, Claimant, vs. The Victor-American Fuel Company, Employer, and Travelers' Insurance Company, Respondents.

Funeral award for \$75 to undertaker, May 11th, 1918.

Acc. No. 32,571, Claim No. 5,884. In the Matter of the Death of Mike Kampwrakis. Mosku Kampwrakis, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

\$75 ordered paid to Nick Vihos as reimbursement for money advanced for burial expenses, May 11th, 1918.

Acc. No. 32,059, Claim No. 5,732. In the Matter of the Death of F. W. Bertagnolli. Florence M. Bertagnolli, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Gilpin County Heat, Light &

Power Company, Employer, and Employers' Indemnity Corporation, Insurer, Respondents.

Death award to widow and minor children for \$2,500 payable \$8 per week, May 11th, 1918.

Acc. No. 22,029, Claim No. 3,610. In the Matter of the Death of John Pappas. Zahara John P'apathanasion, Widow, in Behalf of Herself and Minor Daughters, Dependents, Claimants, vs. The Victor-American Fuel Company, Employers, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Commission found that two of the decedent's four daughters, Panagion and Anna, were over the age of eighteen years at the time of decedent's death, and not physically or mentally incapacitated. Their claim was, therefore, denied. Award to widow and two minor daughters, Catherine and Evangeline, of \$833.33, payable at the rate of \$8 per week, non-resident dependents, May 13, 1918.

Acc. No. 3,638, Claim No. 526. In the Matter of the Death of L. F. Morrison. Mary C. Morrison, Widow, in Behalf of Herself and Minor Child, Dependents, vs. A. W. Palmer, Trustee (Third Venture Mining Company), Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Application for rehearing denied May 14th, 1918.

Acc. No. 29,008, Claim No. 5,553. In the Matter of George Sarpoutgas, Claimant, vs. Cedar Hill Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant was injured November 15th, 1917. Sustained injury to spinal cord as result of fall of rock from roof of mine while engaged as coal miner. Claimant was awarded compensation at the rate of \$8 per week from November 30th, 1917, during disability. Employer ordered to pay \$100 medical expenses incurred during first thirty days. May 15th, 1918.

Acc. No. 32,396, Claim No. 6,032. In the Matter of Thomas Crowley. Claimant, vs. Primos Exploration Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Commission held Crowley was injured by an accident arising out of and in the course of his employment; while helping to set machinery a piece of timber slipped and threw claimant from top of mill, bruising his head and wrenching his back. Compensation awarded. Commission found claimant was disabled for a period of nine weeks as a result of accident: compensation awarded for seven weeks at \$8 per week, May 16th, 1918.

Claim Nos. 3,666, 3,564, 3,634, 3,565, 3,603, 3,631 and 3,621. In the Matter of the Death of Alex Dely, Tom Caugas, Steve Badel, Gus Cristulakis, George Meridakis, Mike Skaulos and Archie Smith, Claimants, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company and Lloyds of London, Insurers, Respondents.

Funeral award. Commission found claimants were all killed by an accident arising out of and in the course of their employment while performing services arising out of and in the course of their employment, April 7th, 1917. Funeral award to undertaker for \$75 for burial of each of the above.

Acc. No. 21,981, Claim No. 3,586. In the Matter of the Death of Jack Zele. Johana Zele, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Application for rehearing denied May 20th, 1918.

Acc. No. 21,975, Claim No. 3,630. In the Matter of the Death of Joe Corretich. Mary Corretich, Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Award of July 25th, 1917, amended. Lump sum granted for \$85 to pay balance due undertakers and balance of compensation due, to-wit: \$1,110.75 ordered paid at the rate of \$20.18 per calendar month, May 20th, 1918.

Acc. No. 31,351, Claim No. 5,582. In the Matter of the Death of Karl Miller. Ida E. Miller, Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Western Chemical Manufacturing Company, Employer, and London Guarantee and Accident Corporation, Ltd., Insurer, Respondents.

Award to widow and minor child for \$1,881.13, at the rate of \$6.01 per week, May 21st, 1918.

Acc. No. 27,288, Claim No. 5,936. In the Matter of Bruno Villegas, Claimant, vs. Jeffries Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Commission found claimant had sustained 10% disability of third finger of right hand, 15% of little finger of right hand, 10% disability of thumb of right hand. Awarded 10% of 7 weeks for third finger, 15% of 9 weeks for little finger, and 10% of 35 weeks for thumb, total of 5.55 weeks at \$7.39 per week, May 22nd, 1918.

Acc. No. 29,840, Claim No. 5,837. In the Matter of J. E. Chetelat, Claimant, vs. American Beet Sugar Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Claimant injured November 30th, 1917; severely scalded in face and hands from explosion. Claimant awarded compensation for disability for 7 weeks at \$8 per week, May 22nd, 1918.

Acc. No. 29,636, Claim No. 5,366. In the Matter of Burt B. Cain, Claimant, vs. Jewett Fire Brick Company, Employer, and New Amsterdam Casualty Company, Insurer, Respondents.

Claimant suffered fracture of leg and ankle; was paid, under agreement, from December 7th, 1917, at \$8 per week, to January 17th, 1918. Commission found claimant was disabled to March 11th, 1918. Compensation was ordered paid to that date at \$8 per week, May 23rd, 1918.

Acc. No. 29,602, Claim No. 5,213. In the Matter of the Death of John Bundy. Mary Bundy, His Widow, Dependent, Claimant, vs. Charles McCorm. Employer, and Continental Casualty Company, Insurer, Respondents.

Compensation to widow for \$2,500 at \$8 per week, May 23rd, 1918.

Acc. No. 34,543, Claim No. 6,388. In the Matter of the Death of Perry Van Gorder. Verna M. Van Gorder, Widow, in Behalf of Herself and Minor Child, Dependent, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Compensation awarded to widow and minor child \$2,500 at \$8 per week. May 24th, 1918.

Acc. No. 7,575, Claim No. 5,913. In the Matter of Rafael Nabio, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Claimant was injured March 21st, 1916; suffered 20% loss of motion of index finger of right hand. Commission found that the total period of temporary total disability exceeded the specific period allowed by law for the permanent disability found, and, therefore, claimant should be paid during the period of temporary total disability, or 10-1/7 weeks at \$8 per week, May 24th, 1918.

Acc. No. 30,833, Claim No. 6,015. In the Matter of Charles A. Stedman, Claimant, vs. Pearl Laundry Company, Incorporated, Employer, and Employers' Indemnity Corporation, Insurer, Respondents.

Claimant's arm was amputated four inches above elbow. Compensation allowed for 208 weeks, specific period allowed by law, at \$6.58 per week, May 24th, 1918.

Acc. No. 31,384, Claim No. 5,775. In the Matter of Antonio Linzi, Claimant, vs. Santa Fe Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant was injured by a piece of coal striking him in the left eye, sustaining a 10% loss of vision. Compensation allowed for 10.4 weeks at \$8 per week, May 24th, 1918.

Acc. No. F-2,208, Claim No. F-737. In the Matter of the Death of Austin McFarland. Mary McFarland, His Widow, in Behalf of Herself and Daughters, Dependents, Claimants, vs. City and County of Denver, Employer, State Compensation Insurance Fund, Insurer, Respondents.

Compensation awarded to widow for \$2,500 at \$8 per week. Claim of daughters denied. Commission found both were over the age of 18 years and not mentally or physically incapacitated from earning. May 24th, 1918.

Acc. No. 20,627, Claim No. 3,404. In the Matter of Ray Brown, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee & Accident Corporation, Insurer, Respondents.

Claimant suffered 95% loss of vision of the right eye; awarded 95% of 104 weeks, same being the specific period allowed by law, or 98.8 at \$6.49 per week, May 25th, 1918.

Acc. No. 21,985, Claim No. 3,588. In the Matter of the Death of Frank Zarnada. Mary Zarnada, Widow, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

\$100 ordered paid to undertaker and deducted from compensation due widow, May 31, 1918.

Acc. No. 30,949, Claim No. 5,498. In the Matter of Morris Sable, Claimant, vs. Western Chemical Manufacturing Company, Employer, and London Guarantee & Accident Corporation, Insurer, Respondents.

Commission found claimant had not produced sufficient proof that the conditions from which he suffered were result of an accident. Claim denied May 31, 1918.

Acc. No. 22,937, Claim No. 3,797. In the Matter of the Death of Oscar Lind. Jennie M. Lind, Widow, Dependent, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondent.

Application for rehearing denied June 6th, 1918.

Acc. No. 30,177, Claim No. 5,782. In the Matter of Mike Matsovinas, Claimant, vs. Leyden Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Commission found claimant had sustained permanent disability amounting to 15% of loss of the use of his right hand. Claimant was awarded 15% of 104 weeks or 15.6 weeks, June 6th, 1918.

Acc. No. 24,717, Claim No. 4,941. In the Matter of Chris Kanternerus, Claimant, vs. Yampa Valley Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant was paid under an agreement, for fracture of right leg, from July 21st, 1917, to April 8th, 1918, at \$6.63 per week. Question for

determination was whether or not claimant was able to return to work on above date. Commission found claimant was able to return to work on April 25th, 1918, and awarded further compensation for 2-3/7 weeks at \$6.63 per week, July 6th, 1918.

Acc. No. 14,629, Claim No. 2,305. In the Matter of the Death of Nick Delducca. Justina Delducca, His Widow, in Behalf of Herself and Minor Children, vs. The Victor-American Fuel Company, Employers, and Employers' Mutual Insurance Company, Insurer, Respondents.

Commission found that in the award entered in this case February 16th, 1917, the name of one of the minor children, dependent, claimant, was omitted through a clerical mistake. Equal share of compensation was ordered paid to widow in behalf of said minor child, June 5th, 1918.

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

Claimant was paid \$5 per week, under an agreement, from August 24th, 1917, to February 14th, 1918. Commission held claimant was entitled to additional compensation of \$5 per week from February 15th to February 21st, 1918, plus \$50 for serious permanent facial disfigurement, June 7th, 1918.

Acc. No. 18,901, Claim No. 4,327. In the Matter of Domenic Spicola, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Claimant was injured January 25th, 1917, and severely burned by escaping gas. Commission held he was entitled to compensation at \$8 per week for 23 6/7 weeks for temporary total disability and in addition thereto 4 7/10 weeks permanent disability of left hand, 9 4/10 weeks for permanent disability of right hand, or total of 14 1/10 weeks at \$8 per week, June 8th, 1918.

Acc. No. 30,336, Claim No. 6,125. In the Matter of Edmund Grant, Claimant, vs. The Louisville Coal & Land Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation at \$5 per week from December 27th, 1917, to February 6th, 1918, for temporary total disability, June 11th, 1918.

Acc. No. 16,121, Claim No. 5,868. In the Matter of A. E. Anderson, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Claimant awarded compensation for temporary total disability for a period of 57 6/7 weeks at \$8 per week for injury to leg. Case held open to determine extent of permanent disability, if any. Further hearing to be held December 1st, 1918. June 11th, 1918.

Acc. No. 26,941, Claim No. 5,455. In the Matter of Augustine Orden, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Claimant awarded compensation for temporary total disability for a period of 14 4-7 weeks, at \$8 per week, for injury to leg. Case held open to determine extent of permanent disability, if any. June 12th, 1918.

Acc. No. 18,361, Claim No. 2,838. In the Matter of L. T. Perry, Claimant, vs. The Big Four Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation for \$6.19 for 2 4-7 weeks, for temporary total disability. Award of \$11 for medical expenses against the employer; policy written ex-medical. June 12th, 1918.

Acc. No. 32,015, Claim No. 5,731. In the Matter of the Death of John Fatur. Helen Fatur, His Widow, in Behalf of Herself and Minor

Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and The Travelers' Insurance Company, Insurer, Respondents.

Death award of \$2,500 to widow and minor children, at \$8 per week. June 12th, 1918.

Acc. No. 33,355, Claim No. 6,086. In the Matter of Peter Julian, Claimant, vs. The Denver Tramway Company, Employer, Self Insurer, Respondent.

Claim denied for failure to establish that he was an employe of the respondent at the time of accident, or that the injury alleged to have been sustained by him arose out of and in the course of his employment. June 12th, 1918.

Acc. No. F-1,973, Claim No. F-653. In the Matter of the Death of Herbert D. P. Reeve. Belle S. Reeve, His Widow, Dependent, Claimant, vs. T. G. McCarthy, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claim denied for failure of claimant to establish burden of proof that death of decedent was a proximate result of any accident sustained by him while performing services arising out of and in the course of his employment. June 12th, 1918.

Acc. No. 33,101, Claim No. 6,025. In the Matter of Norman B. Winters, Claimant, vs. The Bankers Supply Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claim denied for failure of claimant to establish burden of proof that the accident sustained by him was received while performing services arising out of and in the course of his employment. June 13th, 1918.

Acc. No. 32,297, Claim No. 5,911. In the Matter of Joe Heren, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Claim denied for failure of claimant to sustain burden of proof that he sustained any accident arising out of and in the course of his employment, or that his present condition was due to any accident sustained while performing services for the above-named employer. June 13th, 1918.

Acc. No. 28,658, Claim No. 4,971. In the Matter of the Death of Joseph Carroll. Bessie Carroll, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Avondale Milling & Elevator Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Claim denied for failure of claimant to sustain burden of proof that decedent sustained any accident arising out of and in the course of his employment, or that his death was due to any accident sustained while performing services for the above-named employer. June 13, 1918.

Acc. No. 26,662, Claim No. 4,623. In the Matter of John Billick, Claimant, vs. Stearns-Roger Manufacturing Company, Employer, and London Guarantee & Accident Corporation, Ltd., Respondents.

Claim denied for failure of claimant to sustain burden of proof that he sustained any accident arising out of and in the course of his employment, or that his present condition was due to any accident sustained while performing services for the above-named employer. June 13th, 1918.

Acc. No. 28,458, Claim No. 5,062. In the Matter of the Death of John Marando. Giovanna Marando, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Claim denied for failure of claimant to sustain burden of proof that decedent sustained any accident arising out of and in the course of his

employment, or that his death was due to any accident sustained while performing services for the above-named employer. June 14th, 1918.

Acc. No. 33,445, Claim No. 6,195. In the Matter of the Death of Thad Knox, Zella Knox, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Ideal Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Death award to widow and minor children for \$2,500, payable at \$8 per week, June 14th, 1918.

Acc. No. 29,008, Claim No. 5,553. In the Matter of the Death of George Sarpoutgas. Anastasios Sarpoutgas, Polyxene Sarpoutgas and Helen Sarpoutgas, Father, Mother and Sister, Dependents, Claimants, vs. Cedar Hill Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Funeral award of \$75, June 17th, 1918.

Acc. No. 34,650, Claim No. 6,425. In the Matter of the Death of Joseph Vincenti. Battista Vincenti, Minor Son, by Royal Italian Vice-Consul, Dependent, Claimant, vs. Oakdale Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Funeral award for \$75, June 17th, 1918.

Acc. No. 32,803, Claim No. 6,190. In the Matter of Rafael Guerrero, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Compensation for three weeks at \$8 for temporary total disability. June 17th, 1918.

Acc. No. 28,543, Claim No. 2,821. In the Matter of Joseph Belanger, Claimant, vs. Swift & Company, Employer, Self Insurer, Respondents.

Compensation for 20.8 weeks at \$8 per week for 20% loss of use of hand at wrist, June 17th, 1918.

Acc. No. 29,405, Claim No. 5,480. In the Matter of Andrew Anderson, Claimant, vs. Central Presbyterian Church, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Claimant was paid compensation, under an agreement, from December 1st, 1917, at \$6.35 per week. The question to be determined was the percentage of loss of vision. Commission found claimant sustained 65% loss of vision of left eye. Compensation awarded for 67.6 weeks at \$6.35 per week less the payment made under agreement. June 18th, 1918.

Acc. No. 31,927, Claim No. 5,984. In the Matter of Felix Braid, Claimant, vs. Rapson Coal Mining Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation awarded at \$8 per week for 10 $\frac{6}{7}$ weeks. Compensation for 6 weeks at \$4 per week, it having been established that claimant would be able to perform 50% of his duties during that period. June 18th, 1918.

Acc. No. 27,834, Claim No. 5,058. In the Matter of Gus Vlores, Claimant, vs. R. Hardesty Manufacturing Company, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Claimant received compensation at \$7.50 per week from October 30th, 1917, to December 16th, 1917, under agreement. Commission found claimant had sustained a permanent 10% loss of use of left hand, for which he was entitled to compensation at \$7.50 per week for 10 $\frac{4}{7}$ weeks, less \$50.35, paid under the agreement. June 18th, 1918.

Acc. No. 28,329, Claim No. 5,035. In the Matter of Eric C. Engblom, Claimant, vs. H. S. Crocker, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant paid compensation at \$8 per week for 8 weeks up to and including the 4th day of January. Commission found claimant had suffered 10% permanent injury of the index finger at the proximal joint, 10% permanent injury of the second or middle finger at the proximal joint, a 60% permanent injury of the third or ring finger at the proximal joint and a 100% permanent injury of the little finger at the proximal joint, for which claimant was entitled to compensation for 16.3 weeks at \$8 per week, less 8 weeks at \$8 per week, the amount already paid. June 19th, 1918.

Acc. No. 23,195, Claim No. 3,901. In the Matter of the Death of Louis Giacomelli. Cesere Giacomelli, Father, and Santa Giacomelli, Mother, Dependents, Claimants, vs. The Calumet Fuel Company, Employer, Self Insurer.

Commission found father and mother were dependents to the extent of 32.4 of the total dependency. Compensation awarded them for \$803.18 at \$7.92 per week. June 19th, 1918.

Acc. No. 33,848, Claim No. 6,283. In the Matter of Theodore Huetterer, Claimant, vs. Colorado Iron Works Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant paid, under an agreement, for 139 weeks at \$8 per week, for enucleation of eye. Commission found claimant was entitled to an additional sum of \$50 for permanent serious facial disfigurement. June 19th, 1918.

Acc. No. 28,931, Claim No. 5,064. In the Matter of the Death of Jose Tenario. Dolores Tenario, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Funeral Award of \$75.00, June 20th, 1918.

Acc. No. 35,310, Claim No. 6,833. In the Matter of the Death of Frank Koshak, Claimant, vs. Iron Mountain Alloy Company, Employer, and U. S. Fidelity & Guaranty Company, Insurer, Respondents.

Funeral Award for \$75.00, June 21st, 1918.

Acc. No. 14,171, Claim No. 2,189. In the Matter of the Death of Alex Martinez. Margarita Martinez, His Widow, Dependent, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Petition for rehearing denied June 24th, 1918.

Acc. No. 17,276, Claim No. 2,798. In the Matter of the Death of John Louis. Katherine Louis, His Widow, Dependent, Claimant, vs. The Cedar Hill Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Application for rehearing denied June 24th, 1918.

Acc. No. 22,794, Claim No. 4,003. In the Matter of Clarence McCullough, Claimant, vs. Colorado Tire & Leather Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Petition for rehearing denied June 24th, 1918.

Acc. No. 34,594, Claim No. 6,539. In the Matter of the Death of Charles E. Olson. Francis R. Olson, Minor Son of Decedent, by and through Alva A. Parmelee, Guardian, Dependent, Claimant, vs. Western Chemical Manufacturing Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Death Award for \$2,237.95 at \$7.15 per week. June 24th, 1918.

Acc. No. 32,060, Claim No. 5,733. In the Matter of the Death of Steve Sacich. Ella Sacich, His Widow, in Behalf of Herself and Minor

Child, Sonka Sacich, Mother, George Sacich, Father, Dependents, Claimants, vs. Temple Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Funeral Award for \$75, June 24th, 1918.

Acc. No. 27,712, Claim No. 5,197. In the Matter of M. W. Boyd, Claimant, vs. Z. E. Moncreiff, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant was paid compensation, under an agreement, for loss of middle finger at distal joint, 5 weeks; loss of ring finger at second joint, 7 weeks; loss of little finger at distal joint, 4 weeks, a total of 16 weeks at \$8 per week. Commission found claimant was entitled to additional compensation for disability of the little finger at the knuckle joint, of 25%, and 25% disability of the middle finger at the second joint for 4½ weeks at \$8 per week. June 25th, 1918.

Acc. No. 30,645, Claim No. 5,659. In the Matter of Harlow O'Connor, Claimant, vs. E. I. DuPont de Nemours & Company, Employer, Self Insurer, Respondent.

Compensation at \$8 per week from January 2nd, 1918, for 4-1/7 weeks. Claim for permanent disability denied with right to claimant to reopen same six months from date of award. June 25th, 1918.

Acc. No. 33,268, Claim No. 6,169. In the Matter of John Stipicevich, Claimant, vs. The National Fuel Company, Employers, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation at \$8 per week from March 12th, 1918, to April 2nd, 1918, for hernia. \$50 special operation fee in the event claimant elects to be operated upon; \$8 per week during period of disability following operation in the event claimant elects to submit to same. June 25th, 1918.

Acc. No. 31,081, Claim No. 5,533. In the Matter of the Death of Jose Holquin. Paula and Manuela Holquin, Minor Children, Dependents, Claimants, vs. The Colorado Coal Mines Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Commission found that the sisters, Paula, fifteen years old, and Manuela, thirteen years old, were wholly dependent upon deceased for support. Death Award for \$833.33 at \$8 per week, non-resident dependents. June 26th, 1918.

Acc. No. 13,125, Claim No. 3,516. In the Matter of the Death of John Unwin. Carrie Unwin, His Widow, Dependent, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

The husband of claimant died on April 14th, 1917. Award was entered in favor of claimant on May 10th, 1918. It was afterwards proven to Commission that claimant had died prior to April 30th, 1918. Ordered that respondent pay to E. A. Warner, duly appointed administratrix with the will annexed of the estate of Carrie Unwin, the sum of \$8 per week from the 14th day of April, 1917, to the 30th day of April, 1918, \$433.15, June 28th, 1918.

Acc. No. 36,256, Claim No. 6,793. In the Matter of the Death of Sam Sarris, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Funeral award of \$75, July 3rd, 1918.

Acc. No. 21,853, Claim No. 3,510. In the Matter of the Death of Eugene Brown. Louise C. Brown, Mother, Dependent, Claimant, vs. The M. J. O'Fallon Supply Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Held that claimant had failed to establish that the death of decedent was due directly or indirectly to any accident which he had sustained while performing services arising out of the course of his employment. Claim denied June 3rd, 1918.

Acc. No. 28,658, Claim No. 4,971. In the Matter of the Death of Joseph Carroll. Bessie Carroll, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Avondale Alfalfa, Milling & Elevator Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Petition for rehearing granted for the purpose of taking further medical testimony as to the cause of death of said Joseph Carroll, and for no other purpose. July 9th, 1918.

Claims Nos. 3,839, 3,840, 3,841, 3,842, 3,843, 3,844, 3,846, 3,847, 3,848, 3,851, 3,853, 3,855, 3,856, 3,857, 3,859, and 3,861. In the Matter of the Deaths of Mari Simonelli, Anton Marincich, Jim Anusus, R. L. Davis, John Diakis, Dave Williams, Theres Vihos, Pietro Bertolina, Frank Churichm, George Torchio, Marcellino Harbero, John Kopelas, George Krokas, Pete Nenich, Harris Basakas, and Theros Pappas.

Commission found that all of the above named were killed on April 27th, 1917, by an accident arising out of and in the course of their employment while performing services arising out of and in the course of their employment. Nine of the bodies of the above named employes were recovered and taken from the mine but were incapable of being identified and that it was more than probable that it would be impossible to identify the seven bodies yet to be recovered when taken from the mine. Commission, at this time, for the purpose of paying the undertaker's bill incurred deems it advisable to treat the above cases as one case, calling for payment of 16 burial expenses at \$75 for each body as fast as they are taken from the mine, respondents to have and take credit for the payment as against any award that may heretofore have been entered or hereinafter entered in favor of dependents of any employes, it being the intention by the award to charge up against each of the above named cases the sum of \$75 burial expenses; provided, however, that if no more bodies are recovered from the Hastings Mine prior to April 15th, 1919, the Commission finds that further efforts toward the recovery and burial of such bodies are not desirable or required, and that the amount of burial and funeral expenses which would have been paid hereunder up to that date shall be pro-rated share and share alike among the 16 cases. July 9th, 1918.

Acc. No. 26,239, Claim No. 4,449. In the Matter of the Death of C. C. Mestas. Genobia Mestas, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. E. I. DuPont de Nemours & Company, Employer, Self Insurer, Respondent.

Death Award of \$2,500 to Widow and Minor Child, payable at \$8 per week. July 10th, 1918.

Acc. No. F-2,212, Claim No. F-758. In the Matter of the Death of Oscar Sundberg. Amelia Sundberg, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Belmont Wagner Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Death Award to widow and minor children for \$2,500 at \$8 per week. July 10th, 1918.

Acc. No. 26,241, Claim No. 4,451. In the Matter of the Death of Faustin Lucero. Lorencita Lucero, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. E. I. DuPont de Nemours & Company, Employer, Self Insurer, Respondent.

Death Award to widow and minor children of \$2,500, payable \$8 per week. July 10th, 1918.

Acc. No. 28,616, Claim No. 5,180. In the Matter of Leo Kordish, Claimant, vs. Coffin Packing & Provision Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Commission found that claimant had not established that the condition of his eyes was result of any accident sustained while in the employ of the above named employer nor in any way related to any accident so sustained. Claim denied July 11th, 1918.

Acc. No. 34,103, Claim No. 6,276. In the Matter of Matt Malinkovich, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Funeral Award for \$75, July 11th, 1918.

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

Petition for rehearing denied July 17th, 1918.

Acc. No. 27,012, Claim No. 5,773. In the Matter of William Fell, Claimant, vs. McPhee & McGinnity Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Petition for rehearing denied July 17th, 1918.

Acc. No. 18,752, Claim No. 2,928. In the Matter of the Death of Fred Todd. Henry Todd, Guardian of Dwight, Mary, Florence and Fred Todd, Minor Children, Dependents, Claimants, vs. The Bear River Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Petition for rehearing denied July 17th, 1918.

Acc. No. 24,717, Claim No. 4,941. In the Matter of Chris Kantenerus, Claimant, vs. Yampa Valley Coal Company, Employer, and Employers' Mutual Insurance Company, Respondents.

Application for rehearing denied July 17th, 1918.

Acc. No. 38,885, Claim No. 6,723. In the Matter of the Death of Frank Pelino. Mari Pelino, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Death award for \$2,500 at \$8 per week to widow and minor children, July 18th, 1918.

Acc. No. 30,949, Claim No. 5,498. In the Matter of Morris Sable, Claimant, vs. Western Chemical Manufacturing Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Petition for rehearing granted for the purpose of permitting claimant to present his evidence by proper legal counsel. July 19th, 1918.

Acc. No. 30,338, Claim No. 6,125. In the Matter of Edmund Grant, Claimant, vs. Louisville Coal & Land Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Petition for rehearing granted for the purpose of ascertaining whether or not claimant suffered any permanent disability as result of accident. July 19th, 1918.

Acc. No. 21,313, Claim No. 3,497. In the Matter of Francisco Aguilar, Claimant, vs. The Cedar Hill Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Petition for rehearing granted for the purpose of determining extent and amount of disability suffered by claimant. July 19th, 1918.

Acc. No. 35,263, Claim No. 6,578. In the Matter of the Death of John Daugherty. Sarah Daugherty, His Widow, Dependent, Claimant, vs. The Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Death Award for \$2,500 to widow at \$8 per week. July 19th, 1918.

Acc. No. 22,000, Claim No. 3,858. In the Matter of the Death of George Pappas. Panagiotou Pappas, His Widow, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Death Award to widow of \$833.33 at \$8 per week, non-resident dependent. July 23rd, 1918.

Acc. No. 25,594, Claim No. 4,924. In the Matter of George Stephens, Claimant, vs. The Plains Iron Works Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant paid, under agreement, from August 31st, 1917, to April 11th, 1918, at \$8 per week. Commission found that after agreement was entered into claimant's ring finger was amputated as a result of the accident; that he had a permanent loss of function in the middle finger of left hand of 40%, little finger 40%; that the temporary total disability exceeded the specific indemnity period allowed by law for the permanent disability suffered in little and middle fingers. Claimant allowed compensation for eleven weeks for loss of ring finger from February 27th, 1918, the date on which he was able to return to work, if the ring finger had not been amputated. July 25th, 1918.

Acc. No. 28,368, Claim No. 6,524. In the Matter of George Hansen, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Claimant awarded compensation for 15% loss of vision of left eye, 15.6 weeks, and 75% loss of hearing in left ear, 26½ weeks at \$8 per week. Provision for re-examination for purpose of determining exact percentage of loss of vision and hearing, and question of extent of facial disfigurement. July 26th, 1918.

Acc. No. F-2,124, Claim No. F-714. In the Matter of George Pelcher, Claimant, vs. Cramer & Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Compensation at \$8 per week commencing April 15th, 1918, during temporary total disability; leg injury. July 26th, 1918.

Acc. No. 24,232, Claim No. 6,497. In the Matter of John Jacovetta, Claimant, vs. Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant paid under agreement from April 3rd, 1918, at \$6.48 per week, to April 24th, 1918. Commission found claimant had not suffered any permanent disability, and that he was able to return to work on May 15th, 1918. Additional compensation awarded for 2-6/7 weeks. July 27th, 1918.

Acc. No. F-2,276, Claim No. F-779. In the Matter of the Death of A. I. Sneddon. Mary E. Sneddon, His Widow, in Behalf of Herself and Posthumous Child, Dependents, Claimants, vs. The Smuggler Union Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Death Award to widow and posthumous child for \$2,500 at \$8 per week. July 30th, 1918.

Acc. No. 35,869, Claim No. 6,715. In the Matter of the Death of James P. Etchell. Elizabeth Etchell, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. National Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Death Award to widow and minor children for \$2,500 at \$8 per week. July 30th, 1918.

Acc. No. 35,791, Claim No. 6,691. In the Matter of the Death of Walter J. Cooper. Olive Mabel Cooper, His Widow, Dependent, Claimant,

vs. The Denver Gas & Electric Company, Employer, Self Insurer, Respondent.

Death Award to widow for \$2,500 at \$8 per week. July 30th, 1918.

Acc. No. 35,383, Claim No. 6,606. In the Matter of the Death of John A. Delmar. Dorothy E. Delmar, Widow, Dependent, Claimant, vs. The Primos Mining & Milling Company, Employer, and Ocean Accident & Guarantee Company, Ltd., Insurer, Respondents.

Death Award to widow of \$2,500 at \$8 per week. July 30th, 1918.

Acc. No. 36,153, Claim No. 6,837. In the Matter of the Death of John Schilthuis. Sarah E. Schilthuis, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. The Denver Union Water Company, Employer, and London Guarantee & Accident Corporation Ltd., Insurer, Respondents.

Death Award to widow and minor child for \$2,410.10 at \$7.70 per week. July 31st, 1918.

Acc. No. 14,176, Claim No. 2,463. In the Matter of W. H. Welch, Claimant, vs. The Yak M. M. & T. Co., Employer, and London Guarantee & Accident Corp., Ltd., Insurer, Respondents.

Petition for rehearing granted for the purpose of allowing the cross-examination of Dr. Van Meter and for no other purpose. July 31st, 1918.

Acc. No. 35,227, Claim No. 7,155. In the Matter of Antonio Ruiz, Claimant, vs. Hayden Brothers Coal Corporation, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation, May 19th, at \$6.50 per week during temporary total disability. Re-examination ordered August 12th, 1918. July 31st, 1918.

Acc. No. 28,543, Claim No. 5,121. In the Matter of Jose Belanger, Claimant, vs. Swift & Company, Employer, Self Insurer, Respondent.

Application for rehearing denied July 31st, 1918.

Acc. No. 20,627, Claim No. 3,404. In the Matter of Ray Brown, Claimant, vs. The Great Western Sugar Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Petition for rehearing granted for the sole purpose of correcting clerical errors in award of May 25th, 1918. Award amended to change date of injury and date when compensation begins. Petition denied as to all other matters therein contained. August 2nd, 1918.

Acc. No. 33,926, Claim No. 6,356. In the Matter of C. W. Mathews, Claimant, vs. Broadmoor Hotel & Land Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Compensation at \$7.20 per week for 17 2-7 weeks' period of temporary total disability. August 2nd, 1918.

Acc. No. 36,619, Claim No. 6,855. In the Matter of the Death of Eugenio Velovas, vs. The Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Award of \$75.00 for funeral expenses. August 6th, 1918.

Acc. No. 36,937, Claim No. 6,920. In the Matter of the Death of George Best, vs. The Loma Fuel Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Funeral Award of \$75, August 6th, 1918.

Acc. No. 33,156, Claim No. 6,616. In the Matter of Jose Romero, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Claim denied for failure of claimant to establish he was 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. August 7th, 1918.

Acc. No. 33,918, Claim No. 6,262. In the Matter of the Death of Otho E. Dillon. Florence L. Dillon, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Mikado Lease, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Death Award to widow and minor child for \$2,500 at \$8 per week. August 8th, 1918.

Acc. No. 32,954, Claim No. 5,981. In the Matter of the Death of Harry Nezivinsky. Steve Nezivinsky, Brother, Dependent, Claimant, vs. The Russell Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Brother found not to be dependent in whole or in part on decedent. Claim denied. Funeral Award to undertaker for \$75, August 8th, 1918.

Acc. No. 25,222, Claim No. 6,018. In the Matter of Martin Romuta, Claimant, vs. The Rugby Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant allowed nine weeks for loss of great toe, four weeks for loss of four other toes at proximal joint, making a total of 25 weeks at \$6.66 per week. August 9th, 1918.

Acc. No. 37,577, Claim No. 7,087. In the Matter of the Death of R. P. Froehlich. Mary Elizabeth Froehlich, His Widow, Dependent, Claimant, vs. Brimos Mining & Milling Company, Employer, and The Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Death Award to widow for \$2,500 at \$8 per week. August 9th, 1918.

Acc. No. 20,861, Claim No. 5,912. In the Matter of James Crigger, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer. Respondent.

Award of 50% loss of use of right leg at the knee, or 69½ weeks at \$8 per week. August 10th, 1918.

Acc. No. 30,350, Claim No. 6,304. In the Matter of George Wyeno. Claimant, vs. Ideal Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Award for \$8 per week from January 1st, 1918, during the period of temporary total disability, up to August 15th, 1918. August 12th, 1918.

Acc. No. 29,863, Claim No. 5,865. In the Matter of Joe Kolr, Claimant, vs. Big Four Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Award at \$5 per week for period of 36 weeks and 5 days from December 15th, 1917, to August 15th, 1918, period of temporary total disability. Re-examination August 26th, 1918, to determine degree and extent of disability. August 12th, 1918.

Acc. No. 37,062, Claim No. 6,946. In the Matter of the Death of Saul Carson. Hattie E. Carson, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Death Award to widow and minor children for \$2,500 at \$8 per week. August 12th, 1918.

Acc. No. 31,904, Claim No. 6,248. In the Matter of P. A. Frith, Claimant, vs. The Colorado Iron Works Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Compensation at \$6.40 per week for a period of 20.8 weeks, same being for 20% loss of vision in right eye. August 13th, 1918.

Acc. No. 34,497, Claim No. 6,382. In the Matter of Andrew Johnson Claimant, vs. The Primos Exploration Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Compensation at \$8 per week from February 8th, 1918, for hernia, plus \$50 special operating fee. August 13th, 1918.

Acc. No. 37,324, Claim No. 7,020. In the Matter of the Death of Maxwell Ferguson. Ella Ferguson, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Big Four Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Death Award to widow and minor children for \$2,500 at \$8 per week. August 15th, 1918.

Acc. No. 12,789, Claim No. 2,059. In the Matter of William Hustede, Claimant, vs. The Vulcan Iron Works Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Award for 12½% loss of use of right hand, 13 weeks at \$8 per week. August 15th, 1918.

Acc. No. 33,057, Claim No. 6,074. In the Matter of James W. Jones, Claimant, vs. Smith & McCallin, Employers, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Award at \$8 per week for 22 weeks and 2 days during period of disability. August 15th, 1918.

Acc. No. 36,615, Claim No. 6,856. In the Matter of the Death of Tobey Montoya. Celia Montoya, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Death Award to widow and minor children for \$2,500 at \$8 per week. August 16th, 1918.

Acc. No. 35,945, Claim No. 6,822. In the Matter of John E. Mathews, Claimant, vs. The Arvada Electric Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Compensation at \$8 per week from May 6th, 1918, to May 31st, 1918; \$25 for permanent serious facial disfigurement. August 17th, 1918.

Acc. No. 37,082, Claim No. 6,972. In the Matter of the Death of Solomon Vigil. Barbarita Vigil, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The American Smelting & Refining Company, Employer, Self Insurer, Respondents.

Death Award to widow and minor children for \$2,500 at \$8 per week. August 19th, 1918.

Acc. No. 26,662, Claim No. 4,623. In the Matter of John Billick, Claimant, vs. Stearns-Roger Manufacturing Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Petition for rehearing denied August 19th, 1918.

Acc. No. 21,458, Claim No. 3,418. In the Matter of Peter Cook, Claimant, vs. Consolidated Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claim dismissed for failure to prosecute after notice. August 20th, 1918.

Acc. No. 34,430, Claim No. 6,363. In the Matter of Gregory Goetz, Claimant, vs. The Rocky Mountain Bank Note Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Compensation at \$5.50 per week from April 17th, 1918, during temporary total disability. August 21st, 1918.

Acc. No. F-2,111, Claim No. F-722. In the Matter of the Death of Richard B. Green. Newton Berryman Green, Father, Dependent, Claimant, vs. The Mary Murphy Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Award to father on basis of 66-2/3 of a total dependency, or \$1,666.66 at \$8 per week. August 21st, 1918.

Acc. No. 33,926, Claim No. 6,117. In the Matter of Fred Frank, Claimant, vs. C. H. Dyer, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Claim dismissed for failure to prosecute after notice. August 21st, 1918.

Acc. No. F-2,065, Claim No. F-690. In the Matter of John S. Urbaner, Claimant, vs. Bert W. Prior, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claimant paid, under agreement, from February 26th, 1918, at \$6.87 per week to May 21st, 1918. Commission found claimant entitled to additional compensation at agreed rate from May 21st, during disability. Re-examination September 11th, 1918. August 22nd, 1918.

Acc. No. 13,192, Claim No. 3,070. In the Matter of Frank Hale, Claimant, vs. Cedar Hill Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant entered into agreement for payment to May 7th, of compensation at \$5.77 per week from September 4th, 1916. No payments were made under the agreement. Commission found claimant was injured August 14th, 1916, returned to work September 6th; that he had not sustained any permanent disability. Compensation allowed for one day, 83 cents. August 23rd, 1918.

Acc. No. F-2,070, Claim No. F-691. In the Matter of J. E. Fetterly, Claimant, vs. County of Logan, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claimant paid, under agreement, from October 4th, 1917, to June 27th, 1918, at \$6.62 per week. Commission ordered compensation continued at agreed rate from June 27th, 1918, and examination to be made every thirty days, commencing with September 5th, 1918, as long as disability exists. August 23rd, 1918.

Acc. No. 37,655, Claim No. 7,113. In the Matter of the Death of Harris Martis, vs. The Oakdale Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Funeral Award of \$75, August 24th, 1918.

Acc. No. 18,075, Claim No. 3,056. In the Matter of Herman Dierich, Claimant, vs. Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant paid, under agreement, at \$8 per week from January 9th, 1917, to June 27th, 1918. Commission found claimant had sustained permanent disability of 10% use of left leg at the hip, which would entitle claimant to 20.8 weeks; that claimant had already been paid compensation in excess of the specific period allowed by law. Claim for further compensation denied August 26th, 1918.

Acc. No. 36,869, Claim No. 7,101. In the Matter of Frederick Brabant, Claimant, vs. Leyden Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation at \$8 per week from July 4th, 1918, during period of total disability. August 27th, 1918.

Acc. No. 30,822, Claim No. 5,458. In the Matter of the Death of William L. Bunten. James W. Bunten, Father, in Behalf of Himself and

Delphine Bunten, Mother, and Maggie French, Sister, Dependents, Claimants, vs. Wolf Park Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Commission found that sister, Maggie French, was not a dependent of decedent; that the father and mother were dependent to the extent of 50% of a total dependency. Compensation awarded for \$1,201.56 at \$7.69 per week. August 28th, 1918.

Acc. No. 20,627, Claim No. 3,404. In the Matter of Ray Brown, Claimant, vs. The Great Western Sugar Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Application for rehearing denied August 28th, 1918.

Acc. No. F-1,885, Claim No. F-663. In the Matter of the Death of Sisto Sanchez. Bartolome Sanchez and Juanita Sanchez, Father and Mother of Decedent, Dependents, Claimants, vs. Smuggler Union Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Commission found that father and mother of decedent were dependent to the extent of 67.32% of a total dependency. Death Award to father and mother for \$1,683 at \$8 per week. August 29th, 1918.

Acc. No. 28,538, Claim No. 5,222. In the Matter of Victor E. Rose, Claimant, vs. Alexander Russell, Employer, and Hartford Accident & Indemnity Company, Insurer, Respondents.

Compensation at \$8 per week from November 10th, 1917, to January 28th, 1918, for hernia, plus \$50 special operating fee. August 29th, 1918.

Acc. No. 34,594, Claim No. 6,539. In the Matter of the Death of Charles E. Olsen. Francis Richard Olsen, Son, in Behalf of Himself and Louis Olsen, Minor Child, Dependent, Claimants, vs. The Western Chemical Manufacturing Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Petition for rehearing granted. Award of June 24th, 1918, modified. Compensation awarded to Francis R. Olsen, 15-year-old minor son, for \$2,237.95 at \$7.15 per week. Payments ordered paid to guardian. August 29th, 1918.

Acc. No. 33,081, Claim No. 5,533. In the Matter of the Death of Jose Holguin. Paula and Manuela Holguin, Minor Sisters, Dependents, Claimants, vs. Colorado Coal Mines Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Application for rehearing denied August 30th, 1918.

Acc. No. 37,416, Claim No. 7,058. In the Matter of the Death of Walter C. Sutter. Marie Sutter, His Widow, Dependent, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Death Award to widow for \$2,500 at \$8 per week. August 30th, 1918.

Acc. No. 32,530, Claim No. 6,746. In the Matter of Ralph Bearly, Claimant, vs. Swift & Company, Employer, Self Insurer, Respondents.

Application for modification of Award of August 30th granted. Compensation awarded for 10 weeks and 5 days at \$8 per week, plus \$93.60 expended for medical aid. August 31st, 1918.

Acc. No. 36,926, Claim No. 6,921. In the Matter of Thomas M. Jackson, Claimant, vs. The American Smelting & Refining Company, Employer, Self Insurer, Respondent.

Compensation at \$5 per week from November 16th, 1917, to August 5th, 1918, hernia. \$50 special operating fee in the event claimant elects to be operated upon; 6 weeks' compensation during convalescence. September 3rd, 1918.

Acc. No. 30,350, Claim No. 6,304. In the Matter of George Wyeno, Claimant, vs. Ideal Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Application for rehearing denied September 5th, 1918.

Acc. No. 34,432, Claim No. 6,546. In the Matter of Martin Howley, Claimant, vs. Denver Gas & Electric Company, Employer, Self Insurer, Respondent.

Claim denied. Commission held that claimant failed to establish his claim by a preponderance of the evidence or that his condition was the result of any accident sustained while in the course of employment for the above named employer. September 5th, 1918.

Acc. No. 25,594, Claim No. 4,924. In the Matter of George Stephens, Claimant, vs. Plains Iron Works Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Application for rehearing granted for purpose of determining extent and degree of disability suffered. September 5th, 1918.

Acc. No. 28,060, Claim No. 5,018. In the Matter of William H. Rodgers, Claimant, vs. The American Bank & Trust Company, Employer, and United States Casualty Company, Insurer, Respondents.

Claimant filed claim for permanent disability to hip, as result of an accident sustained October 23rd, 1917, for which he had been paid compensation at \$6.65 per week for 26 weeks. Commission found claimant had not established that the condition of his hip at the present time was result of accident sustained. Claim denied September 5th, 1918.

Acc. No. 37,615, Claim No. 7,099. In the Matter of the Death of James Wilson. Mary Wilson, Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. The Denver Elevator Company, and State Compensation Insurance Fund, Insurer, Respondents.

Compensation to widow and minor child for \$2,500 at \$8 per week. September 5th, 1918.

Acc. No. 36,787, Claim No. 6,892. In the Matter of the Death of John E. Wood. Belle Laird, Mother of Decedent, Dependent, Claimant, vs. Weicker Transfer & Storage Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Mother found to be dependent on decedent to the extent of 40.8% of a total dependency. Compensation awarded for \$796.87 at \$6.25 per week. September 5th, 1918.

Acc. No. 36,889, Claim No. 7,062. In the Matter of E. W. Coffman, Claimant, vs. Broule & Bourk Commission Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Commission held that the evidence established that the accident sustained by claimant was not sustained by him while in the course of his employment for the above named employer. Claim denied September 6th, 1918.

Acc. No. F-1,939, Claim No. F-809. In the Matter of A. E. Lawrie, Claimant, vs. Mary Murphy Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondent.

Claim denied. Condition of claimant shown by evidence not to have been result of any accident. September 6th, 1918.

Acc. No. 34,558, Claim No. 6,403. In the Matter of the Death of Tony Valencich. Annie Valencich, Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. McCarthy Hidden Treasure Mining Corporation, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Death Award to widow and minor children for \$2,500 at \$8 per week. September 7th, 1918.

Acc. No. 10,349, Claim No. 5,639. In the Matter of the Death of George A. Speck. Mary A. Speck, Mother, in Behalf of Herself and Minor Sisters and Brothers of Decedent, Dependents, Claimants, vs. Potter & Hall (Merchant's Cafe), Employers, and Hartford Accident & Indemnity Company, Insurer, Respondents.

Petition for rehearing denied, September 12th, 1918.

Acc. No. 38,763, Claim No. 7,336. In the Matter of Monica Alamillo. Andria Alamillo, Widow, in Behalf of Herself and Minor Grandchildren of Deceased, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondent.

Award to widow and minor grandchildren for \$2,500 at \$8 per week. September 12th, 1918.

Acc. No. 37,426, Claim No. 7,074. In the Matter of the Death of B. N. Judd. Sallie Judd, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Denver Omnibus & Cab Company, Employer, and London Guarantee and Accident Corporation, Ltd., Insurer, Respondents.

Award to widow and minor child for \$1,979.72 at \$6.32½ per week. September 13th, 1918.

Acc. No. 31,069, Claim No. 5,531. In the Matter of the Death of Encelso Medina. Juan Pascual Medina, Father of Decedent, Dependent, Claimant, vs. Burrell Engineering & Construction Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Father of decedent found not to be dependent in whole or in part. Claim denied. Funeral Award for \$75. September 14th, 1918.

Acc. No. 33,599, Claim No. 6,130. In the Matter of the Death of George Prouse. Pearl Prouse, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Commission held that death of decedent was not shown to have been caused by any accident arising out of and in the course of his employment, and no connection shown between death and alleged accident. Claim denied. September 16th, 1918.

Acc. No. 31,835, Claim No. 6,322. In the Matter of C. Succo, Claimant, vs. Huerfano Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation at \$8 per week from January 23rd, 1918, during disability. September 16th, 1918.

Acc. No. 21,685, Claim No. 3,461. In the Matter of J. R. Garren, Claimant, vs. The Amargo Land & Ditch Company, Employer, and Lumberton Mercantile Company, Employer, London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Compensation at \$6.88 per week from September 27th, 1916, to July 15th, 1917. Re-examination ordered September 30th, 1918, for the purpose of arriving at a determination of extent and degree of claimant's further right to compensation. September 16th, 1918.

Acc. No. 36,632, Claim No. 6,932. In the Matter of Bill Xenos, Claimant, vs. North Park Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation at \$8 per week for 10 weeks for temporary total disability, plus 139 weeks for enucleation of left eye, plus \$50 for permanent disfigurement of the head occasioned by loss of teeth, and serious permanent facial disfigurement, \$75, plus \$100 medical expenses. September 16th, 1918.

Acc. No. 24,554, Claim No. 4,325. In the Matter of W. J. Heady, Claimant, vs. Mountain States Telephone & Telegraph Company, Employer, Self Insurer, Respondents.

Claimant paid compensation under an agreement from August 1st, 1917, to November 12th, 1917, at \$7.50 per week. Compensation ordered continued paid from last above mentioned date at \$7.50 per week, with re-examination ordered for October 15th, 1918, to determine extent of permanent disability. September 16th, 1918.

Acc. No. 36,633, Claim No. 6,933. In the Matter of Peter Vegelis, Claimant, vs. The North Park Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation for four weeks at \$8 per week for temporary total disability, plus \$150 for serious permanent facial disfigurement, plus \$100 medical bills. September 17th, 1918.

Acc. No. F-2,041, Claim No. F-688. In the Matter of the Death of Joseph Kure. Barbara Kure, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Leadville Unit, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Death Award to widow and minor child for \$2,500 at \$8 per week approved September 18th, 1918.

Acc. No. 35,510, Claim No. 6,828. In the Matter of S. E. Weakland, Claimant, vs. Iron Mountain Alloy Company, Employer, and U. S. Fidelity & Guaranty Company, Insurer, Respondents.

Agreement approved for \$375 for permanent facial disfigurement, 20% loss of vision of each eye, 20.8 weeks for each eye, 50% loss of hearing of left ear, 40% in right ear, or 45% of 139 weeks being 62.55 weeks or a total of 104.15 weeks at \$8 per week, plus \$375, plus 8 weeks at \$8 per week temporary total disability. September 18th, 1918.

Acc. No. 9,379, Claim No. 1,433. In the Matter of the Death of Alexander Cunningham. Mary L. Cunningham, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Cedar Hill Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Widow's share of compensation granted by an award of October 23rd, 1917, terminated as of July 6th, 1918, on account of her remarriage on said date. Balance of compensation due, \$1,289.60, ordered continued paid to minor children. September 18th, 1918.

Acc. No. 22,000, Claim No. 3,858. In the Matter of the Death of George Pappas. Panayiou Pappas, His Widow, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, and Employers' Mutual Insurance Company, and Lloyds' of London, Insurers, Respondents.

G. C. Economy ordered paid \$75 out of amount of award, for services performed; balance of compensation ordered paid direct to widow and not to any attorney claiming to act for her. September 18th, 1918.

Acc. No. 29,708, Claim No. 5,223. In the Matter of the Death of Charles Mitchell. Lena Mitchell, His Widow, Dependent, Claimant, vs. Denver Gas & Electric Company, Employer, Self Insurer, Respondent.

Award of January 3rd, 1918, modified. Established that decedent left surviving him and wholly dependent upon him for support, two minor children, the issue of his first marriage. \$1,600 being 2/3 of total compensation provided and held open by original award ordered paid in equal proportion to the guardian of the two minor children by a prior marriage. September 19th, 1918.

Acc. No. 33,433, Claim No. 6,095. In the Matter of Tony D. Piazza, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Compensation at \$8 per week from January 29th, 1918, to May 6th, 1918, for temporary total disability. September 26th, 1918.

Acc. No. 34,825, Claim No. 6,463. In the Matter of the Death of John S. Munsen. Ella Melvin, Sister, in Behalf of Herself and Daughter, Dependents, Claimants, vs. Hayden Brothers Coal Corporation, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Application for rehearing denied September 26th, 1918.

Acc. No. 38,946, Claim No. 7,398. In the Matter of the Death of Mike Music, Claimant, vs. Sunnyside Coal Mining Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Funeral Award of \$75, September 27th, 1918.

Acc. No. 37,876, Claim No. 7,165. In the Matter of the Death of James Todd. Ethel Jane Todd, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Golden Fire Brick Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Death Award to widow and minor children for \$2,500 at \$8 per week. September 27th, 1918.

Acc. No. 30,822, Claim No. 5,458. In the Matter of the Death of William L. Bunten. James W. Bunten and Delphine Bunten, Father and Mother of Decedent, and Maggie French, Sister, Dependents, Claimants, vs. Wolf Park Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Petition for rehearing denied September 28th, 1918.

Acc. No. 17,606, Claim No. 2,709. In the Matter of the Death of William and Samuel Gaines. Fanny Gaines, Widow and Mother, Dependents, Claimants, vs. Martin D. Funk, doing business as Wray Brick Company, Employer, Respondent.

Petition for rehearing denied September 30th, 1918.

Acc. No. 22,037, Claim No. 4,554. In the Matter of Harry Alexion, Claimant, vs. Yampa Valley Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant was paid under an agreement from April 1st to April 20th, 1918. Commission found that claimant was unable to perform work of any kind up to and including July 9th, 1918. Compensation ordered continued at the agreed rate of \$8 per week to said date. Degree of permanent partial disability sustained, if any, to be determined after an examination by some physician selected by the Commission. September 30th, 1918.

Acc. No. 22,677, Claim No. 4,311. In the Matter of Mike Vuksanovich, Claimant, vs. Louisville Coal & Land Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant paid under an agreement of \$8 per week beginning July 2nd, 1917, to June 17th, 1918. Commission found claimant had sustained permanent partial disability of the left leg and knee joint, amounting to 50%, for which he would be entitled to compensation for 69½ weeks at \$8 per week, less payments heretofore made of \$319.43, leaving a balance due of \$232.57 paid at \$8 per week. October 3rd, 1918.

Acc. No. 21,214, Claim No. 3,687. In the Matter of Ernest Michellod, Claimant, vs. Turkey Creek Stone, Clay & Gypsum Company, Employers, and U. S. Fidelity & Guaranty Company, Insurer, Respondents.

Claimant was paid under agreement, from April 26th, 1917, to January 7th, 1918, at \$7.50 per week. Commission found claimant unable to return to work before April 1st, 1918, and that he was, therefore, entitled to further compensation to said date at agreed rate. Extent of permanent

partial disability sustained unable to be determined. Claimant ordered to present himself for examination by surgeon selected by Commission. October 4th, 1918.

Acc. No. 35,465, Claim No. 6,778. In the Matter of Carl Blomberg, Claimant, vs. Curtis Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant awarded compensation at \$8 per week from May 20th, 1918, during temporary total disability. October 4th, 1918.

Acc. No. 29,863, Claim No. 5,865. In the Matter of Joe Kolr, Claimant, vs. The Big Four Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant awarded compensation at \$5 per week by an award of August 12th, 1918, from December 14th, 1917, to August 15th, 1918. Commission found claimant was not able to return to work until September 20th, 1918. Compensation ordered paid at \$5 per week up to September 20th, 1918. October 4th, 1918.

Acc. No. 35,963, Claim No. 7,229. In the Matter of Vincent J. Morris, Claimant, vs. Colorado National Bank, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Claimant was disabled as a result of injury from May 20th, 1918, to July 16th, 1918, paid full wages during disability. Compensation denied. Respondent, Insurance Company, ordered to reimburse employer for \$100 medical expenses expended during the first 30 days following accident. October 4th, 1918.

Acc. No. 30,459, Claim No. 5,626. In the Matter of James Conley, Claimant, vs. Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Acc. No. 37,219, Claim No. 7,007. In the Matter of the Death of Benjamin Y. Estes. Mary Estes, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. George E. Reider, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Death Award to widow and minor children for \$2,500 at \$8 per week. October 5th, 1918.

Acc. No. 34,581, Claim No. 7,057. In the Matter of Ernest McCabe, Claimant, vs. The Cresson Consolidated Mining & Milling Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Compensation of 41.6 weeks allowed for 40% loss of vision of left eye, plus 35 weeks for enucleation of left eye, at \$8 per week. October 5th, 1918.

Acc. No. 29,867, Claim No. 7,530. In the Matter of Baptist Fanchini, Claimant, vs. Big Four Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation at \$8 per week from September 3rd, 1917, to October 1st, 1917, plus not to exceed \$100 medical expense during the first thirty days. October 5th, 1918.

Acc. No. 31,291, Claim No. 5,976. In the Matter of Joseph L. Kinsman, Claimant, vs. Wolf Park Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Commission held that claimant had not established burden of proof proving an accident arising out of and in the course of his employment, and no proof that he had sustained an accident or that the condition he complained of was the result of any accident arising out of and in the course of his employment. Claim denied October 7th, 1918.

Acc. No. 36,395, Claim No. 6,818. In the Matter of Mike K. Leyba, Claimant, vs. The Victor-American Fuel Company, Employer, and The Travelers' Insurance Company, Insurer, Respondents.

Commission held that claimant had not established the burden of proof proving an accident arising out of and in the course of his employment, and no proof that he had sustained an accident or that the condition he complained of was the result of any accident arising out of and in the course of his employment. Claim denied October 8th, 1918.

Acc. No. 38,055, Claim No. 7,201. In the Matter of the Death of Charles M. Baker. Ethel E. Baker, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Colorado Springs Light, Heat & Power Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Death Award to widow and minor children for \$2,369.41 at \$7.57 per week. October 9th, 1918.

Acc. No. 38,852, Claim No. 7,373. In the Matter of the Death of Harry E. Morris. Dorothy Morris, His Widow, in Behalf of Herself and Minor Child and Posthumous Child, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Death Award to widow and minor children for \$2,500 at \$8 per week. October 9th, 1918.

Acc. No. 36,546, Claim No. 6,960. In the Matter of William Dykes, Claimant, vs. Hayden Brothers Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant sustained a hernia. \$50 special operating fee award in the event claimant elects to be operated upon, plus compensation at \$8 per week, commencing on the 15th day after he shall have been operated upon, and continuing through his disability therefrom until he is able to return to work. October 9th, 1918.

Acc. No. 36,271, Claim No. 6,809. In the Matter of the Death of Harry Harvey. Jane Harvey, His Widow, in Behalf of Herself and Minor Children, including Posthumous Child, Dependents, Claimants, vs. The Carolina Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Death Award to widow, minor children and posthumous child for \$2,500 at \$8 per week. October 10th, 1918.

Acc. No. 26,888, Claim No. 4,713. In the Matter of Charles W. Ryan, Claimant, vs. The Vindicator Consolidated Gold Mining Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant entered into an agreement for the payment of compensation to him at \$8 per week from October 4th, 1917. Was paid compensation thereunder to February 13th, 1918, a total of \$327. Later entered into an agreement on December 15th, 1917, for the payment of \$175 on account of facial disfigurement. Commission found claimant was entitled to further compensation from February 20th, 1918, to June 8th, 1918, at agreed rate of \$8 per week. October 10th, 1918.

Acc. No. 26,765, Claim No. 4,865. In the Matter of John P. Hein, Claimant, vs. Colorado Trading & Transfer Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant was paid under an agreement from September 30th, 1917, at \$8 per week, to March 2nd, 1918. Commission found Claimant was permanently partially disabled to the extent of 20% of the right ankle for which he was entitled to 20% of 104 weeks, or 20.8 weeks at \$8 per week, in addition to compensation heretofore paid. October 11th, 1918.

Acc. No. 32,601, Claim No. 6,193. In the Matter of the Death of Henry Kosmider. Mary Kosmider, Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. The Aztec Coal Mining Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation to widow and minor child for \$2,500 at \$8 per week. October 14th, 1918.

Acc. No. 19,026, Claim No. 2,929. In the Matter of the Death of William M. Handley. Grace Handley, Widow, Dependent, Claimant, vs. Western Light & Power Company, Employer, and Ocean Accident & Guarantee Corporation, Insurer, Respondents.

Petition for rehearing denied October 14th, 1918.

Acc. No. F-2,456, Claim No. F-863. In the Matter of R. W. King, Claimant, vs. E. A. Gormley, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Commission found hernia complained of was one of long standing and existed prior to the supposed accident of August 2nd, 1918. Claim denied October 15th, 1918.

Acc. No. 35,480, Claim No. 6,624. In the Matter of the Death of John Rich. Eli Rich, Brother of Decedent, Dependent, Claimant, vs. Smuggler Union Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Petition for rehearing denied October 15th, 1918.

Acc. No. 19,944, Claim No. 3,870. In the Matter of Peter Leddy, Claimant, vs. The Oston Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Commission found Claimant had not established that he sustained any accident on October 15th, 1916, and failed to establish that condition he complained of was the result of any accident sustained while in the employ of the above-named employer. Claim denied October 15th, 1918.

Acc. No. 36,362, Claim No. 6,812. In the Matter of Amos P. Stamm, Claimant, vs. Brookside Coal Mining Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Held that Claimant did not sustain burden of proof; failed to establish that he was in the employ of the above-named employer at the time of the alleged accident. Claim denied October 15th, 1918.

Acc. No. 25,221, Claim No. 6,078. In the Matter of Tini Supancic, Claimant, vs. Alliance Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claim dismissed for failure to prosecute same after notice. October 15th, 1918.

Acc. No. 36,150, Claim No. 6,790. In the Matter of the Death of William Applebee. Julia Applebee and John Applebee, Mother and Father and Decedent, Dependents, Claimants, vs. Cocomongo Mines Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Mother and father found to be dependent to the extent of 43.1% of a total dependency. Compensation awarded for \$1,077.50 at \$8 per week. October 16th, 1918.

Acc. No. 37,810, Claim No. 7,168. In the Matter of the Death of Joe Kilhoffer. Louise Kilhoffer, His Widow, in Behalf of Herself and Minor Children and Posthumous Child, Dependents, Claimants, vs. Red Ash Coal Company, Employer, and London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Death award to widow and minor children, including posthumous child, for \$2,500, at \$8 per week. October 16th, 1918.

Acc. No. 36,506, Claim No. 6,835. In the Matter of the Death of Glenn McFall. Alice Irene McFall, His Widow, Dependent, Claimant, vs. Tungsten Products Company, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Death award to widow for \$2,500, at \$8 per week. October 16th, 1918.

Acc. No. 21,313, Claim No. 3,497. In the Matter of Francisco Aguilar, Claimant, vs. Cedar Hill Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant paid, under an agreement, from January 12th, 1917, at \$5.04 per week, to January 25th, 1918. Commission found claimant's temporary total disability terminated as of above date. Commission found claimant was partially disabled for two months from January 25th, 1918; that such permanent disability would thereafter decrease to approximately 10%. Compensation awarded at \$5.04 per week for 8 weeks. Commission finds specific period allowed by law for permanent disability was less than period for temporary total disability. Claimant entitled to recover for period of temporary total disability. October 19th, 1918.

Acc. No. 38,336, Claim No. 7,260. In the Matter of John A. Cronan, Claimant, vs. The George Tritch Hardware Company, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Compensation awarded at \$8 per week for one day, plus \$2.75 expended for medicine and \$13 to doctor. October 21st, 1918.

Acc. No. 35,605, Claim No. 7,189. In the Matter of Antonio Hernandez, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Compensation for 3 weeks and 1 day at \$8 per week, for temporary total disability. Commission was unable to find any present evidence of any permanent disability sustained. \$25 allowed for facial disfigurement. October 21st, 1918.

Acc. No. 31,218, Claim No. 6,717. In the Matter of Nick Muto, Claimant, vs. Colorado Fuel & Iron Company, Employer, Respondents.

Compensation awarded at \$8 per week from January 18th, 1918, during total disability. Commission further found that claimant was permanently partially disabled, but was unable to determine the degree and extent thereof. Further examination ordered by physician to be selected by the Commission. Hearing to be held not later than December 15th, 1918. Compensation to be paid up to said date; October 21st, 1918.

Acc. No. 40,022, Claim No. 7,655. In the Matter of Jim Dimitroff, Claimant, vs. National Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation for hernia from May 13th, 1918, to July 18th, 1918, plus \$50 special operating fee and not to exceed \$100 medical and surgical during first thirty days. October 22nd, 1918.

Acc. No. 31,069, Claim No. 5,531. In the Matter of the Death of Encelso Medina. Juan Pascual Medina, Father of Decedent, Dependent, Claimant, vs. Burrell Engineering & Construction Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Petition for rehearing denied October 22nd, 1918.

Acc. No. 24,715, Claim No. 4,214. In the Matter of the Death of William Kathadoros. Maxie Kathadoros, His Widow, Dependent, Claimant, vs. The Big Four Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Widow ordered reimbursed to extent of \$75 for funeral expenses paid. October 25th, 1918.

Acc. No. 37,358, Claim No. 7,047. In the Matter of the Death of Glen Funk. Mary Funk, Widow, in Behalf of Herself and Minor Children,

Dependents, Claimants, vs. Lewis Mountain Mining & Milling Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Award to widow and minor children of \$2,500, at \$8 per week. November 8th, 1918.

Acc. No. 40,678, Claim No. 7,859. In the Matter of the Death of J. Henry Walker. Elizabeth Walker, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Compensation to widow and minor children for \$2,500, at \$8 per week. November 8th, 1918.

Acc. No. 33,762, Claim No. 6,490. In the Matter of Joseph Scherbak. Claimant, vs. National Broom Manufacturing Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Compensation for nine weeks for loss of middle finger at second joint, at \$5 per week. August 26th, 1918.

Acc. No. 9,125, Claim No. 1,489. In the Matter of Mike Howard. Claimant, vs. Lawrence Hensley Fruit Company, Employer, and Standard Accident Insurance Company, Insurer, Respondents.

Claimant paid under agreement at \$7 per week, from May 19th, 1916, to November 1st, 1918. Commission found that on October 19th, 1918, the claimant was able to perform at least 50% of his normal work; that condition was continued up to December 19th, 1918. Compensation at \$3.50 per week during said period. Re-examination ordered on December 19th, 1918. October 7th, 1918.

Acc. No. 30,063, Claim No. 5,537. In the Matter of Ed Frederickson. Claimant, vs. Harding Hardware Company, Employer, and U. S. Fidelity & Guaranty Company, Insurer, Respondents.

Claimant paid under agreement from October 30th, 1917, at \$6 per week, to February 19th, 1918. Commission found claimant was entitled to compensation to April 1st, 1918, at agreed rate. October 24th, 1918.

Acc. No. 35,346, Claim No. 6,605. In the Matter of the Death of Churchill Young. Aris O. Young, Father of Decedent, in Behalf of Himself, Mother and Minor Sisters of Decedent.

Commission found father and mother and minor sisters were dependent to the extent of 225-1200 of a total dependency. Compensation awarded for \$468.75, at \$8 per week. October 25th, 1918.

Acc. No. 21,997, Claim No. 3,843. In the Matter of the Death of John Diakis. Pavlos Hadzidakis, Father, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Commission found father and four minor sisters and brothers of decedent were dependent to the extent of one-third of a total dependency. Compensation awarded for \$277.78 at \$8 per week. Non-resident dependents. October 30th, 1918.

Acc. No. 26,689, Claim No. 5,252. In the Matter of John H. Caragher. Claimant, vs. The Western Chemical Manufacturing Company, Employer, and The London Guarantee & Accident Corporation, Ltd., Insurer, Respondents.

Claimant suffered severe sulphuric acid burns on both legs. Commission found that claimant was totally disabled from September 7th, 1917, to September 7th, 1918; commencing September 8th, 1918, claimant could perform 50% of his normal work; that such condition would probably continue to December 1st, 1918. Compensation awarded from September 22nd, 1917, to September 7th, 1918, at \$7.40 per week, from September 8th to December 1st, 1918, at \$3.72 per week. Re-examination ordered on latter date. October 31st, 1918.

Acc. No. 36,625, Claim No. 6,987. In the Matter of Charles F. Kern, Claimant, vs. Alliance Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation at \$8 per week from June 17th, 1918, to July 25th, 1918. Examined November 15th, 1918, to determine extent and degree of permanent disability, if any. October 31st, 1918.

Acc. No. 36,624, Claim No. 7,061. In the Matter of Edward E. Burgess, Claimant, vs. Alliance Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation awarded at \$8 per week from June 7th, 1918, to July 3rd, 1918. Re-examination ordered November 15th, 1918, to determine permanent disability, if any. October 31st, 1918.

Acc. No. 34,793, Claim No. 6,659. In the Matter of Walter Parker, Claimant, vs. Royal Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant was not performing any services required by his employment at the time of the alleged accident. Claim denied November 1st, 1918.

Acc. No. 33,518, Claim No. 6,526. In the Matter of Nicholas Jaramillo, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer.

Compensation awarded at \$8 per week from March 21st, 1918, to April 26th, 1918. Compensation from April 26th, 1918, to November 30th, 1918, for partial impairment of earning capacity, at \$4.13 per week, plus \$100 for facial disfigurement. November 1st, 1918.

Acc. No. 23,764, Claim No. 3,970. In the Matter of Rocco Zavatti, Claimant, vs. Cedar Hill Coal & Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation at \$8 per week from March 18th, 1917, to July 2nd, 1917. November 4th, 1918.

Acc. No. 22,010, Claim No. 3,601. In the Matter of the Death of Paul Vincenzi. Dora, Lucia and Susie Vincenzi, Minor Sisters, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

New hearing held for the purpose of allowing claimants to submit additional wage history. Commission found evidence did not warrant any change in award of November 21st, 1917, said award was, therefore, reaffirmed November 4th, 1918.

Acc. No. 35,821, Claim No. 6,701. In the Matter of the Death of Peter Baron. Mary Baron, His Widow, Dependent, Claimant, vs. Breen Coal Mining Co., Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Death award to widow for \$2,500, at \$8 per week. November 9th, 1918.

Acc. No. 36,380, Claim No. 6,904. In the Matter of the Death of Nathan Bivens. Polly Bivens, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Mutual Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation to widow and minor children for \$2,500, at \$8 per week. November 9th, 1918.

Acc. No. 36,850, Claim No. 7,136. In the Matter of Jay C. Steele, Claimant, vs. Sunnyside Coal Mining Co., Employer, and London Guarantee & Accident Corporation, Ltd., Insurer.

Compensation to claimant at \$8 per week for 41.6 weeks, same being 40% of 104 weeks' specific period allowed for loss of vision, plus \$8 for 2 6-7 weeks, period of temporary total disability, plus \$90 for facial disfigurement. November 18th, 1918.

Acc. No. 39,084, Claim No. 7,432. In the Matter of Birdell Howard, Claimant, vs. Constant-Mack Cecil Cafe, Employer, and Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Compensation at \$5.50 per week from July 24th, 1918, to September 13th, 1918. November 18th, 1918.

Acc. No. 38,378, Claim No. 7,365. In the Matter of the Death of Andrew H. Aaby. Elsie Sophie Aaby, His Widow, in Behalf of Herself and Minor Child, Dependents, Claimants, vs. Western Window and House Cleaning Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Compensation to widow and minor child for \$2,500, at \$8 per week. November 19th, 1918.

Acc. No. 28,583, Claim No. 6,626. In the Matter of Mike Kokenakas, Claimant, vs. Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Compensation at \$8 per week from November 2nd, 1917, to November 12th, 1917; temporary total disability. November 19th, 1918.

Acc. No. 39,032, Claim No. 7,420. In the Matter of the Death of Herman Straub. Susan Straub, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The American Smelting & Refining Company, Employer, Self Insurer, Respondents.

Compensation to widow and minor children for \$2,500, at \$8 per week. November 19th, 1918.

Acc. No. 22,023, Claim No. 3,606. In the Matter of the Death of John Klobas. Petrina Klobas, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employers, Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Claimant was awarded compensation on July 9th, 1917, for \$2,496, at \$8 per week. Claimant, the widow, remarried on May 11th, 1918. Widow's share of compensation ordered terminated as of said date, balance to be paid to minor children. Attorney for widow allowed 2½% of entire award as attorney fees, paid in one lump sum, or \$62.40. Balance of compensation, \$1,901.78, ordered paid to minor children at \$8 per week. October 29th, 1918.

Acc. No. 22,023, Claim No. 3,606. In the Matter of the Death of John Klobas. Petrina Klobas, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, Employers' Mutual Insurance Company, and Lloyds of London, Insurers, Respondents.

Petition for rehearing denied November 21st, 1918.

Acc. No. 10,149, Claim No. 1,545. In the Matter of the Death of Gregory Anastasopoulos. Katrina Anastasopoulos, His Widow, in Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Colorado Fuel & Iron Company, Employer, Self Insurer, Respondents.

Death award to widow and minor children of \$833.33, at \$8 per week; non-resident dependents. November 30th, 1918.

Accident No. 35,755, Claim No. 6,678. Claim of Eberhart Pfisterar, Claimant, vs. Colorado Packing & Provision Co., Employer, Western Casualty Co., Insurer, Respondents.

Compensation 6 weeks at \$8 per week. October 4th, 1918.

Acc. No. 33,599, Claim No. 6,130. Death of George Prouse. Pearl Prouse, Widow, on Behalf of Herself and Minor Child, Dependent, Claimant, vs. Rocky Mountain Fuel Co., Employer, and Employers' Mutual Insurance Co., Insurer, Respondents.

Application for rehearing denied October 22nd, 1918.

Acc. No. 38,354, Claim No. 6,805. Claim of Moses Trujillo, Claimant, vs. Martin Smelting & Refining Co., Employer, Self Insurer, Respondent.

Claim denied. Held claimant had not established that he had sustained any accident arising out of or in the course of his employment. October 22nd, 1918.

Acc. No. 27,310, Claim No. 5,285. Anest Anton, Claimant, vs. Colorado Fuel & Iron Co., Employer, Self Insurer, Respondent.

Claim for further compensation and claim for alleged facial disfigurement denied. November 1st, 1918.

Acc. No. 21,685, Claim No. 3,461. Claim of J. R. Garren, Claimant, vs. The Amargo Land & Ditch Co., Employer, Lumberton Mercantile Co., Employer, London Guarantee & Accident Co., Ltd., Insurer, Respondents.

Award of Sept. 16, 1918, vacated and set aside for failure to mail out any copies of same. Case ordered resubmitted to Industrial Commission for new finding and award. November 4th, 1918.

Acc. No. 21,685, Claim No. 3,461. Claim of J. R. Garren, Claimant, vs. The Amargo Land & Ditch Co., Employer, Lumberton Merc. Co., Employer, London Guarantee & Accident Co., Ltd., Insurer, Respondents.

Claimant awarded compensation at rate of \$8 per week from Sept. 27, 1916, to July 15, 1917. Case ordered held open for further hearing on November 30, 1918, to determine claimant's right to further compensation, if any, after July 15, 1917. November 6, 1918.

Acc. No. 21,929, Claim No. 3,563. Death of Matt Valencich. Josie Valencich, Widow, on Behalf of Herself and Minor Children, Dependents, Claimants, vs. Victor-American Fuel Co., Employer, Employers' Mutual Ins. Co., Insurer, Lloyds of London, Re-Insurer, Respondents.

Application for lump sum settlement granted for \$35.96 to pay attorney fees. November 12th, 1918.

Acc. No. 21,972, Claim No. 3,584. Death of Ludvik Yedynik. Barbara Yedynik, Widow, on Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Co., Employer, Employers' Mutual Ins. Co., Lloyds of London, Re-Insurer, Respondents.

The widow, claimant, remarried June 27, 1918. Her share of compensation was ordered terminated as of said date, her unpaid balance to be paid to her minor children. Lump sum settlement granted to her attorney for \$37.46 for attorney fees. Compensation of children ordered deposited in bank to accumulate in Savings Account to be withdrawn only upon the order of the Commission. November 21, 1918.

Acc. No. 31,555, Claim No. 6,919. Jose Martinez, Claimant, vs. Colorado Fuel & Iron Co., Employer, Self Insurer, Respondent.

Payment of award of compensation at \$8 per week from January 28, 1918, to July 15, 1918, and from July 16, 1918, to July 30, 1918, compensation at \$4 per week. November 22, 1918.

Acc. No. 21,975, Claim No. 3,630. Death of Joe Corretich. Mary Corretich, Widow, on Behalf of Herself and Minor Child, Dependents, Claimants, vs. The Victor-American Fuel Co., Employer, Employers' Mutual Insurance Co., Insurer, Lloyds of London, Re-Insurers, Respondents.

Lump sum granted for \$33.12 to enable claimant to pay the attorney fees. Widow's share of compensation terminated as of April 13, 1918,

the date of her remarriage. Her unpaid balance of compensation ordered paid to her minor daughter. \$12.00 of monthly compensation due minor daughter ordered deposited in bank to accumulate in Savings Account, to be withdrawn only upon the order of the Commission. November 22, 1918.

Acc. No. 22,773, Claim No. 3,790. Oscar E. Davis, Claimant, vs. Johnstown Threshing Co., Employer, Ocean Accident & Guarantee Corp., Ltd., Insurer, Respondent.

Ordered that unless claimant appears by December 15, 1918, his claim be dismissed for failure to prosecute same. November 22, 1918.

Acc. No. 37,446, Claim No. 7,075. A. G. Bayles, Claimant, vs. C. S. Lande Co., Employer, Ocean Accident & Guarantee Co., Insurer, Respondents.

Compensation at \$8 per week from July 10, 1918, to Aug 17, 1918. November 22, 1918.

Acc. No. 21,930, Claim No. 3,813. Death of Joe Smalick. Terisa Smalick, Widow, on Behalf of Herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Co., Employer, Employers' Mutual Ins. Co., Insurer, Lloyds of London, Re-Insurer.

Widow remarried May 1st, 1918. Her compensation was ordered terminated as of said date. Unpaid balance to go to her minor children. Their compensation to be deposited in Savings Account in a bank to be withdrawn only upon order of Commission. Lump sum settlement of \$38.62 granted to attorney for services rendered. November 22, 1918.

Acc. No. 41,158, Claim No. 7,951. Death of Steve Callas, Claimant, vs. The Victor-American Fuel Co., Employer, Travelers' Ins. Co., Insurer, Respondents.

Funeral award for \$75.00. November 23, 1918.

Acc. No. 33,194, Claim No. 6,819. Chas. Steinmen, Claimant, vs. A. T. Lewis & Sons Dry Goods Co., Employer, Fidelity & Casualty Co., Insurer, Respondent.

Medical bill for \$15.00 allowed; November 23, 1918.

Acc. No. 27,438, Claim No. 4,885. John Bechtold, Claimant, vs. La Junta Brick & Fuel Co., Employer, Southern Surety Co., Insurer, Respondent.

Medical bill of \$91.00 allowed; November 23, 1918.

Acc. No. 29,484, Claim No. 6,189. Adolph Fresch, Claimant, Libby, McNeill & Libby, Employers, vs. Ocean Accident & Guarantee Co., Ltd., Corporation, Insurers, Respondents.

Claimant was paid under an agreement from December 15, 1917, to June 29, 1918, at \$8 per week. Commission found claimant's temporary total disability ceased on June 29, 1918. Therefore, not entitled to any further payment on account thereof. Question of permanent disability left open to be determined at the expiration of six months from the date hereof. November 25, 1918.

Acc. No. 27,834, Claim No. 5,058. Gus Vlorz, Claimant, vs. R. Hardesty Mfg. Co., Employer, Aetna Life Insurance Co., Insurer, Respondents.

Commission found the examination of claimant did not reveal any additional permanent disability beyond that fixed by the award of the Commission dated June 18, 1918. Said award reaffirmed made final November 25, 1918.

Acc. No. 19,530, Claim No. 3,077. Wm. H. Dalby, Claimant, vs. Rocky Mt. Parks Transportation Co., Employer, Hartford Accident & Indemnity Co., Insurer, Respondents.

Claimant was paid compensation under an award of the Commission dated April 26, 1917, for 76 weeks, at \$8 per week, up to and including March 10th, 1918. On claim for permanent disability Commission found claimant had sustained 75% loss of use of left foot at the ankle or 75% of 104 weeks, 78 weeks, therefore entitled to two weeks' additional compensation. November 25, 1918.

Acc. No. 37,373, Claim No. 7,153. Mike Miller, Claimant, vs. Colorado Fuel & Iron Co., Employer, Self Insurer.

\$50.00 allowed for permanent serious facial disfigurement. November 25, 1918.

Acc. No. 14,430, Claim No. 4,490. Gustav F. Bader, Claimant, vs. Denver Tramway Co., Employer, Self Insurer, Respondent.

Claimant was paid under an agreement from Oct. 19, 1916, at \$8 per week, up to May 6, 1918. Commission found on March 16, 1918, claimant had recovered from his temporary total disability and claimant is now suffering from a partial disability amounting to 50% of the permanent total disability. Compensation awarded for \$2,080, to be paid at \$8 per week, commencing March 16, 1918. November 25, 1918.

Acc. No. 29,044, Claim No. 6,251. Dominique Coletti, Claimant, vs. Colorado Fuel & Iron Co., Employer, Self Insurer, Respondent.

Claimant was paid under an agreement for eight and three-sevenths weeks, up to the 11th day of February, 1918. Commission found temporary disability ended February 11, 1918, that from said date claimant was suffering from a permanent partial disability amounting to 25% of the permanent total disability. Considering the age and reasonable expectancy of claimant he was entitled to \$2,080, commencing with February 12, 1918, at \$8 per week. November 25, 1918.

Acc. No. 25,270, Claim No. 5,098. C. Ravanelli, Claimant, vs. Rapson Coal Mining Co., Employer, Employers' Mutual Ins. Co., Insurer, Respondents.

Claimant was paid under agreement at \$5 per week, from August 18, 1917, to July 6, 1918. Commission found claimant was not able to return to work until August 15, 1917. Commencing on said date and continuing until February 15, 1918, claimant should be able to perform 50% of his normal work, compensation at \$5 per week from July 6, 1918, to August 15, 1918. From August 16, 1918, to February 15, 1918, \$2.50 per week. Re-examination ordered February 15, 1918, to determine permanent disability, if any. November 25, 1918.

Acc. No. 21,785, Claim No. 4,616. Sam Millitello, Claimant, vs. Huerfano Coal Co., Employer, and Employers' Mutual Ins. Co., Insurer, Respondents.

Claimant was paid under an agreement May 12, 1917, at \$5 per week. Commission found claimant had sustained permanent disability amounting to 66 2-3% loss of use of left arm from shoulder, for which he was entitled to 138 2-3 weeks at \$5 per week, less any payments heretofore made under the agreement. November 28, 1918.

Acc. No. 14,035, Claim No. 2,362. A. W. Fritz, Claimant, vs. Swift & Co., Employer, Self Insurer, Respondent.

Claimant was paid under an agreement from September 22, 1916, to August 17, 1918, at \$6 per week. Commission found that claimant had sustained permanent disability of right leg at hip amounting to 50%, for which he was entitled to 104 weeks' compensation at \$6 per week, or total sum of \$624, less payments made under agreement. November 26, 1918.

Acc. No. 39,609, Claim No. 7,548. Henry Muller, Claimant, vs. Denver Gas & Electric Light Co., Employer, Self Insurer, Respondent.

Claimant found to have sustained permanent disability of left arm amounting to 25% loss of use of arm, for which he was entitled to 52 weeks, plus 208 weeks for amputation of right arm at shoulder, or 260 weeks at \$8 per week. Claimant's application for lump sum settlement denied. November 29, 1918.

Acc. No. 6,838, Claim No. 1,302. Mack Bobanis, Claimant, vs. The Victor-American Fuel Co., Employer, Employers' Mutual Ins. Co., Insurer, Respondents.

Claimant was totally disabled from February 21, 1916, to May 11, 1918, as a result of numerous injuries. In addition claimant suffered a permanent disability amounting to 50% of the permanent total disability from injuries to back of leg. Compensation awarded from February 21, 1916, to May 11, 1918, at \$6.30 per week, and further compensation, \$2,080, from May 11, 1918, at \$6.30 per week. November 29, 1918.

Acc. No. 34,416, Claim No. 6,352. Death of Otto Huseby. Ollie Huseby, Father, Dependent, Claimant, vs. Primos Exploration Co., and Ocean Accident & Guarantee Corp., Ltd., Insurer, Respondent.

Petition for rehearing denied November 30, 1918.

Acc. No. 10,149, Claim No. 1,545. Gregory Anastasopoulos. Katarina Anastasopoulos, Widow, on Behalf of Herself and Minor Children, Dependents, Claimants, vs. Colorado Fuel & Iron Co., Employer, Self Insurer, Respondent.

Death award to widow and minor children for \$833.33, at \$8 per week; non-resident dependent. November 30, 1918.

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

The widow remarried November 7th, 1917, and her right to compensation terminated as of the date of remarriage. The balance was paid to minor children. The minor children, Rosie and Blaca, were legally adopted on October 27th, 1917, by their grandfather. Ordered that balance of compensation be awarded to children, or a total of \$522.59, at \$5.495 per week. Commission further found it would be to the best interest of the minors that the money due them should be deposited in a bank in a savings account, to be withdrawn only on the order and direction of the Commission. June 28th, 1918.

INDUSTRIAL RELATIONS ACT

The storm center of the work and duties cast by law upon the Industrial Commission of Colorado has undoubtedly revolved around what is known as the Industrial Relations law passed by the legislature at the same time that they passed the Workmen's Compensation law and becoming effective at the same time, August 1st, 1915.

This Act, in the main, is concerned with disputes, grievances, and controversies, which arise between employers and employees in reference to wages, hours and working conditions of labor. It was passed by the legislature after this state had gone through a period of industrial disturbances accompanied by strikes, destruction of property and loss of lives, which threatened to destroy the prosperity of the state and to drive without its borders all those who were interested or able to take a share in the development of its natural resources, and the upbuilding of this commonwealth.

The vital sections of this Act are those which relate to disputes, grievances and controversies between employer and employee as to wages, hours and working conditions of labor. Sections twenty-nine and thirty of the Act require employers and employees to give each other and 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 mediate and investigate, and hold hearings on the controversies or demands, prohibits any change or lockout, or strike, or discontinuance of work during the thirty-day period or while the Commission is holding its hearing or investigation.

The law has now been in operation over three years and the question may very properly be asked: "Has it accomplished the purpose for which it was designed?" The history of labor troubles in the State of Colorado prior to the enactment of the law as compared with events which have occurred since its enactment, provides the answer and proves ample justification for the enactment and continued existence of the law.

Since the enactment of the law this state had been comparatively free from labor trouble, and has been absolutely free from any protracted strike and bloodshed, violence, and the destruction of property has been unknown.

Since the entry of the United States into the World War, the United States, at large, and this state have passed through trying times and while the rest of the country has had very many protracted industrial disturbances resulting in extended

strikes, and threatening oftentimes to lead to violence and destruction, the Commission, from its actual experience in handling these matters, has found that the thirty-day provision of the law, against which violent criticism has been directed, has saved the situation innumerable times.

The history of the disputes which arise between employers and employees has shown that these two classes have usually regarded each other with suspicion. Demands are made and too often refused, without the slightest attempt to negotiate, because each side is afraid of the other and fearful lest advantage will be taken of them.

The policy of the Commission has been to urge both sides to get together without the intervention of the Commission, during the thirty-day period. This has been done many, many times, and the Commission then notified that an agreement has been reached and the matter peacefully settled. When the parties fail to get together, it is then the policy of the Commission to call in both sides and in an informal way attempt to have the parties themselves smooth out the difficulties which have arisen in a way of settlement. This has often proved effective, as both parties knowing that they are on a common meeting ground with an impartial body to direct proceedings, are prone to meet each other half way.

In many cases where conferences between the two sides themselves and informal conferences with the Commission have failed to effect a settlement, the Commission has held formal hearings at which evidence has been taken upon every material fact which bears upon the controversy, and a formal Finding and Award entered, which is, of course, not binding unless accepted by both sides.

In many cases which involved a great number of employers and employees, and where a cessation of work would have meant the serious impairment of some of the vital industries and work of the country and of the Government, the decision of the Commission embodied in its Finding and Award has been accepted by both sides and the matter thus settled.

The Commission feels that all fair-minded employers, employees and organizations of employees and citizens of the state as a whole, are coming to view the Act as a step in the right direction and that the Act and proceedings required and prohibited by the Act, the hearings, investigations, arbitrations and mediations provided for will practically and justly bring real controversies to a speedy conclusion and by a public airing dispose of the fancied or false ones.

The files and records of this Commission show that since the present Commission took office in March, 1917, it had up until the first of November handled controversies in which there were involved 1,430 employers and 28,888 employees.

Of the cases coming to the attention of this Commission, either through the thirty-day formal notice required by the law

or otherwise, 32 resulted in strikes which lasted from one to sixty-five days, all of which, however, were finally settled, the men returning to their former employment; 9 files show a record of strike without any previous thirty-day notice to the Commission—the first record of the Commission thereon being either a notice of intended strike or a notice that a strike had already taken place.

The loss of time by temporary strikes amounted to approximately .84 of 1 per cent of time or 88,354 days out of a possible 10,544,120 days. There were in all 196 cases reported to this Commission. 58 cases were settled by an Award of the Commission, or after conference with the Commission. 78 cases were settled mutually by conferences between the employers and employees, in many of which the conferences were suggested or directed by the Commission. 15 cases show no record of settlement. In most of these cases the demands as made were trivial and the Commission was unable, either during or after the thirty-day period, to get in touch with any of the parties who were concerned in making the demands, or found that conditions had changed after the demand had been made so as to render the demand inoperative. 7 files show continuation of cases; either the thirty-day period has not yet expired or the matter is still the subject of conferences and negotiations between the parties concerned.

5 cases show Awards accepted by the employers, but rejected by the men. 22 files show only a record of demand, and in most of these cases it has been impossible after the receipt of the demand to secure any advices from the parties making same or as to who were the employers affected thereby. Most of these demands also were trivial in their nature. One file only shows a record of lockout. Two files show only a record of a notice to the public by contractors of an intended raise in the scale of wages they would demand.

The files of the Commission show that out of the total number of cases coming to the attention of this Commission 145 cases were reported with the required thirty days' statutory notice. 3 cases show thirty-day notice given to the employer, but not to the Commission. 36 cases show only a short notice given to the employer, and no notice to the Commission. 1 case gave a fourteen-day notice, and 1 case a three-day notice to the Commission before the effective date of the demands.

In 3 cases a thirty-day notice was given to the Commission, but strikes occurred within the thirty-day period. Although this Commission is apprised officially only of those cases wherein it receives a notice, yet it is a fact that there were not over a half dozen controversies or strikes occurring in this state since this Commission has been in office, which are not included in the 196 cases listed by this Commission.

In the handling of industrial disputes, this Commission soon found that to enable it to deal fairly with both employers and employees in the demands made, it must in many instances have at hand accurate information with which to enlighten itself and upon which it might base its rulings. This was particularly so in cases of demands involving an increase in wages, based upon an alleged corresponding increase in the cost of living. The results of this work of the Commission are shown in the following statement, chart and tables.

SUMMARY OF THE REPORT ON "COMPARATIVE LIVING COSTS."

Beginning in April, 1918, a thorough study of the cost of living in Denver and contiguous territory was made by the Statistician for the Industrial Commission, covering the five year period beginning January 1, 1914. Considerable data and information were collected and compiled by personal visits to representative retail stores, rental agencies, insurance companies, professional men, and various associations and institutions. Government and other statistics, relating to Denver and Colorado, were used for comparative purposes only.

The Charts and Tables prepared are continuous in nature, as weekly and monthly reports are now furnished the Statistician by representative local firms covering the cost of living essentials, such as food, clothing, house rent, coal, etc. The information thus obtained and maintained has been used extensively by the Commission in cases where an increase in wage has been asked of employers by employees, and the Commission was thus enabled to decide these matters accurately and scientifically.

Economy practiced to excess is in the end harmful, but food, clothing, housing, fuel, medicines, etc., are essential to conserve life. Only the actual necessities of living were considered, with a minimum allowance for recreation, or the so-called "Higher Life." Using the accepted standard of the Bureau of Personal Service, of New York City, which has been adopted by others who have made similar investigations in other localities, a theoretical family of five was selected, consisting of an unskilled laborer, his wife, and three children of school age, as follows: Boy, 13 years—girl, 10 years—boy, 6 years.

It was deemed advisable to divide the expenditures into eight headings, or items, in order that the subject might be covered more fully, the classification selected being as follows:

I. **Housing:** A four-room semi-modern house was considered ample for a family of this size.

II. **Car Fare:** A minimum of 303 working days is allowed for car fare for the wage earner, while incidental car fare of the family is included under Item VIII, Sundries.

III. **Food:** The food requirement was based upon the standard of 3,000 calories per man unit, as adopted by the United States Department of Agriculture, with the following comparative result: Man—1 unit, woman—.8 unit, boy—.8 unit, girl—.6 unit, and the child—.5 unit, or a total of 3.7 man units for the entire family. After careful consideration, a standard weekly food list

necessary to produce this 3.7 man units requirement was selected and has been used without alteration at any time during the compilation of data.

IV. **Clothing:** After many comparisons of lists collected, it was decided to use that as adopted by the Bureau of Personal Service, New York City, in their report as of February, 1917.

V. **Fuel and Light:** Seven tons of coal, with a minimum of \$2.00 for kindling, was thought sufficient for heating and cooking purposes, while the minimum charged by The Denver Gas and Electric Light Company of 90 cents per month, was included for electric lighting.

VI. **Health:** The amount included for this item (\$20.00), has been adopted by others making similar investigations, and was thought ample to meet all requirements, because of the many opportunities afforded by free dispensaries maintained in the city, and the favorable climatic conditions prevailing in Colorado.

VII. **Insurance:** Provision has been made for a \$500 insurance risk on the wage earner, a \$100 insurance risk on the house-wife, with burial benefit policies for the 3 children, all of which are on the weekly payment, or Industrial plan. These rates are standard with all insurance companies.

VIII. **Sundries:** Recreation, reading matter, and daily papers, contributions to church and labor affiliations, general household and incidentals have been allowed in this item.

A general summation of the investigation, together with subsequent reports furnished from time to time to this Department, gives the following for the total yearly living expenses, as of the first of each month, quoted in "Table I."

TABLE I. COMPARATIVE YEARLY TOTALS.

Month	1914	1915	1916	1917	1918
January	\$747.35	\$744.28	\$790.99	\$871.79	\$ 977.22
February	736.85	744.49	797.44	906.17	1,011.12
March	731.18	733.15	800.76	908.51	986.52
April	722.03	719.95	805.86	910.22	976.59
May	726.13	725.72	805.29	957.28	966.87
June	736.22	747.25	795.04	971.16	980.98
July	741.68	759.99	809.97	957.43	1,005.97
August	745.74	770.49	819.79	967.30	1,016.55
September	750.73	770.35	808.81	958.46	1,018.10
October	750.47	770.54	842.57	976.10	1,042.32
November	739.91	789.84	857.34	985.62	1,032.59
December	744.80	791.72	866.28	965.72	1,035.04

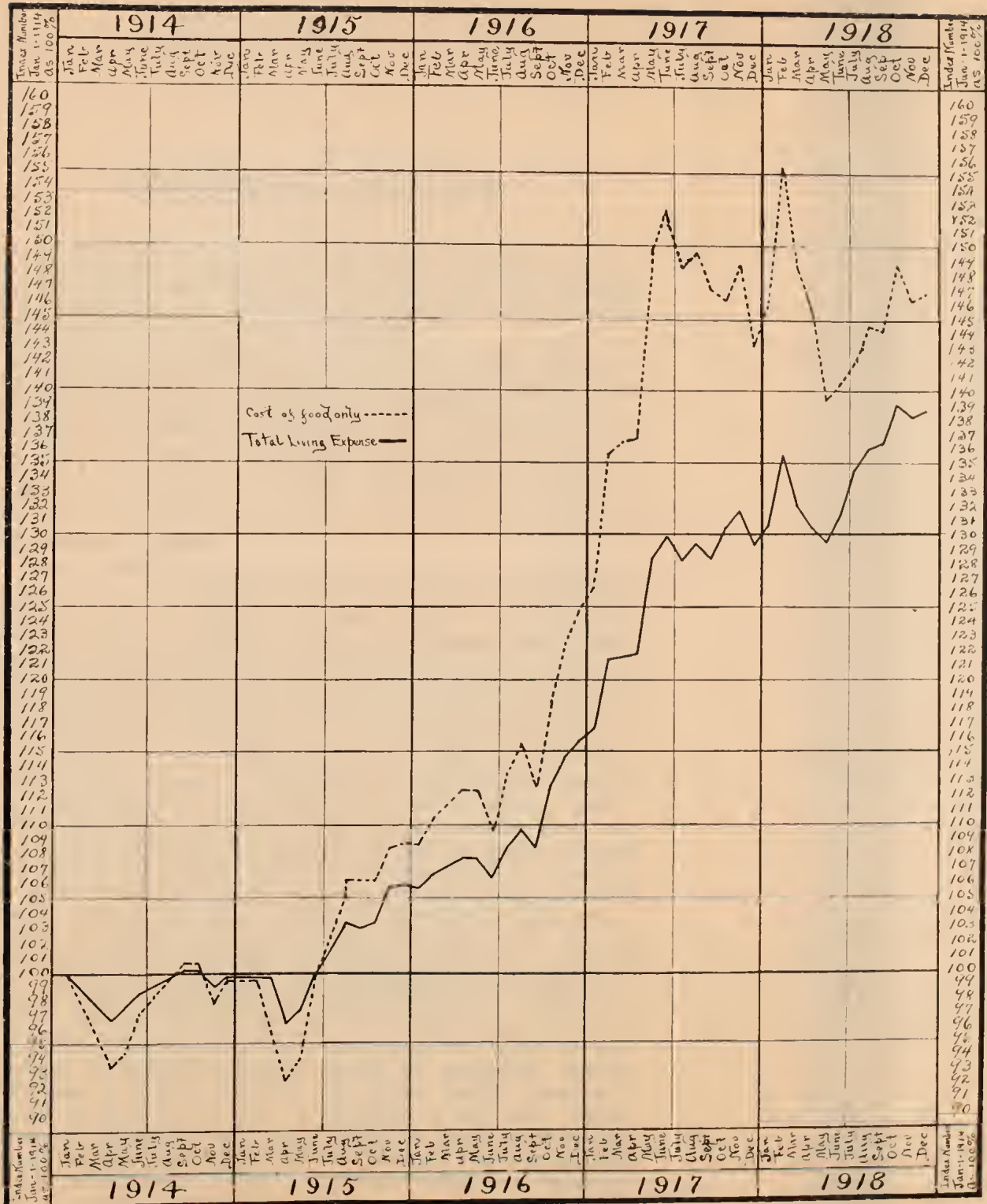
By reference to Table II, the amounts allowed annually under each of the eight headings explained above, will be noted, together with the monthly percentage increase or decrease, using prices of January 1, 1914, as a 100% index number.

TABLE II.
COMPARATIVE YEARLY TOTALS—INCLUDING ITEMS

Date	I Housing	II Carfare	III Food	IV Clothing	V Fuel and Light	VI Health	VII Insur- ance	VIII Sundries	Yearly Totals	Percentage Index No., Using Jan. 1, 1914 as 100%
January	\$108.00	\$30.30	\$368.42	\$104.20	\$33.55	\$20.00	\$22.88	\$60.00	\$747.35	100.0%
February	108.00	30.30	357.92	104.20	33.55	20.00	22.88	60.00	736.85	98.5%
March	108.00	30.30	352.25	104.20	33.55	20.00	22.88	60.00	731.18	97.8%
April	108.00	30.30	343.10	104.20	33.55	20.00	22.88	60.00	722.03	96.6%
May	108.00	30.30	347.20	104.20	33.55	20.00	22.88	60.00	726.13	97.1%
June	108.00	30.30	357.29	104.20	33.55	20.00	22.88	60.00	736.22	98.5%
July	108.00	30.30	362.75	104.20	33.55	20.00	22.88	60.00	741.68	99.2%
August	108.00	30.30	366.81	104.20	33.55	20.00	22.88	60.00	745.74	99.7%
September	108.00	30.30	371.80	104.20	33.55	20.00	22.88	60.00	750.73	100.4%
October	108.00	30.30	371.54	104.20	33.55	20.00	22.88	60.00	750.47	100.4%
November	108.00	30.30	360.38	104.20	33.55	20.00	22.88	60.00	739.91	99.0%
December	108.00	30.30	365.87	104.20	33.55	20.00	22.88	60.00	744.80	99.6%
January	\$108.00	\$30.30	\$365.35	\$104.20	\$33.55	\$20.00	\$22.88	\$60.00	\$744.28	99.5%
February	108.00	30.30	365.56	104.20	33.55	20.00	22.88	60.00	744.49	99.6%
March	108.00	30.30	354.22	104.20	33.55	20.00	22.88	60.00	733.15	99.0%
April	108.00	30.30	341.02	104.20	33.55	20.00	22.88	60.00	719.95	96.3%
May	108.00	30.30	346.79	104.20	33.55	20.00	22.88	60.00	725.72	97.1%
June	108.00	30.30	368.32	104.20	33.55	20.00	22.88	60.00	747.25	100.0%
July	108.00	30.30	381.06	104.20	33.55	20.00	22.88	60.00	759.99	101.6%
August	108.00	30.30	391.56	104.20	33.55	20.00	22.88	60.00	770.49	103.1%
September	108.00	30.30	391.42	104.20	33.55	20.00	22.88	60.00	770.35	103.0%
October	108.00	30.30	391.61	104.20	33.55	20.00	22.88	60.00	770.54	103.1%
November	108.00	30.30	399.46	115.65	33.55	20.00	22.88	60.00	789.84	105.6%
December	108.00	30.30	401.34	115.65	33.55	20.00	22.88	60.00	791.72	105.9%
January	\$108.00	\$30.30	\$400.61	\$115.65	\$33.55	\$20.00	\$22.88	\$60.00	\$790.99	105.8%
February	108.00	30.30	407.06	115.65	33.55	20.00	22.88	60.00	797.44	106.7%
March	108.00	30.30	410.38	115.65	33.55	20.00	22.88	60.00	800.76	107.1%
April	108.00	30.30	415.48	115.65	33.55	20.00	22.88	60.00	805.86	107.8%
May	108.00	30.30	414.91	115.65	33.55	20.00	22.88	60.00	805.29	107.8%
June	108.00	30.30	404.66	115.65	33.55	20.00	22.88	60.00	795.04	106.3%
July	108.00	30.30	419.59	115.65	33.55	20.00	22.88	60.00	809.97	108.3%
August	108.00	30.30	425.20	115.65	37.75	20.00	22.88	60.00	819.78	109.6%
September	108.00	30.30	414.23	115.65	37.75	20.00	22.88	60.00	808.81	108.2%
October	108.00	30.30	436.54	127.10	37.75	20.00	22.88	60.00	842.57	112.7%
November	108.00	30.30	451.31	127.10	37.75	20.00	22.88	60.00	857.34	114.7%
December	108.00	30.30	460.25	127.10	37.75	20.00	22.88	60.00	866.28	115.9%

January	\$108.00	\$30.30	\$465.76	\$127.10	\$37.75	\$20.00	\$22.88	\$60.00	\$871.79	116.6%
February	108.00	30.30	500.14	127.10	37.75	20.00	22.88	60.00	906.17	121.2%
March	108.00	30.30	502.48	127.10	37.75	20.00	22.88	60.00	908.51	121.5%
April	108.00	30.30	504.19	127.10	37.75	20.00	22.88	60.00	910.22	121.7%
May	108.00	30.30	551.25	127.10	37.75	20.00	22.88	60.00	937.28	128.1%
June	108.00	30.30	561.03	127.10	41.85	20.00	22.88	60.00	971.16	129.9%
July	108.00	30.30	547.30	127.10	41.85	20.00	22.88	60.00	957.43	128.1%
August	108.00	30.30	550.47	127.10	41.85	20.00	22.88	66.70	967.30	129.4%
September	108.00	30.30	451.63	127.10	41.85	20.00	22.88	66.70	958.46	128.2%
October	108.00	30.30	539.34	147.03	41.85	20.00	22.88	66.70	976.10	130.6%
November	108.00	30.30	548.86	147.03	41.85	20.00	22.88	66.70	985.62	131.8%
December	108.00	30.30	526.86	147.03	43.95	20.00	22.88	66.70	965.72	129.2%
January	\$108.00	\$30.30	\$538.36	\$147.03	\$43.95	\$20.00	\$22.88	\$66.70	\$977.22	130.7%
February	108.00	30.30	572.26	147.03	43.95	20.00	22.88	66.70	1,011.12	135.3%
March	108.00	30.30	547.66	147.03	43.95	20.00	22.88	66.70	986.52	132.0%
April	108.00	30.30	537.73	147.03	43.95	20.00	22.88	66.70	976.59	130.6%
May	113.40	30.30	513.86	154.38	45.35	20.00	22.88	66.70	966.87	129.3%
June	119.07	30.30	518.44	158.24	45.35	20.00	22.88	66.70	980.98	131.2%
July	129.19	30.30	526.86	158.24	48.50	20.00	22.88	70.00	1,005.97	134.6%
August	123.19	30.30	533.57	162.11	48.50	20.00	22.88	70.00	1,016.35	136.0%
September	129.19	30.30	531.18	166.05	48.50	20.00	22.88	70.00	1,018.10	136.2%
October	129.19	36.36	548.34	166.05	48.50	20.00	22.88	71.00	1,042.32	139.5%
November	129.19	36.36	538.61	166.05	48.50	20.00	22.88	71.00	1,032.59	138.1%
December	129.19	36.36	541.06	166.05	48.50	20.00	22.88	71.00	1,035.04	138.5%

Attention is also called to the "Index Chart" appended hereto, an analysis of which shows very little change from normal during the year 1914, but a gradual increase since the latter part of 1915, due to economic conditions as a result of the European War. The maximum, or "High Water Mark" of food, was reached on February 1, 1918, when a 55.3 per cent increase over the 1914 prices was noted, while the total living cost at the same date (February 1, 1918) had only reached a 35.3 per cent advance over 1914. Government control of food prices resulted in a slight reduction, but a recent advance in clothing, rents, street car fare, etc., has raised the total living cost index, the climax being reached on October 1, 1918, when an increase of 39 per cent over the 1914 prices is recorded.





CHANGES IN THE LAW

The criticism in regard to the Workmen's Compensation Act, as to the mechanical arrangement thereof, is also true, although to a lesser degree, as respects this Act, as a much better grouping of co-ordinated sections could be secured.

The Act by its terms attempts to confer upon the Commission the power to inquire into and supervise the enforcement of all laws relating to the life, health and safety of employees in employments and places of employment. This in effect covers all the duties now performed by the Labor Commissioner in the enforcement of the labor and factory inspection laws, the control of employment offices, and the duties performed by the State Coal Mine Inspector, and the inspection duties performed by the State Commissioner of Mines.

These provisions are weak, in that the actual enforcement of these duties is placed by the laws themselves in the hands of other officials, while this Act attempts to give the Commission a general supervisory power over these other officials, which power for all practical purposes is of no avail. These provisions should be either eliminated from the Act, or proper provisions should be enacted, placing all these powers and duties under the control of, and making them an integral part of the Industrial Commission.

Section 29 of the Act provides for the giving of a 30 day notice of any intended changes affecting conditions of employment, with respect to wages and hours, and should be amended to state specifically that such 30 day notice should be given, not only to the Commission, but to the other party or parties affected thereby, and the section should also be broadened by requiring the notice to be given where there is a demand for any intended change affecting the conditions of employment, and should not be limited to merely wages and hours. The Act should also be amended to confer upon the Commission the power to demand from all parties interested, such information as will enable it to form proper issues in every industrial dispute. The Commission should also be given the power to enact proper rules and regulations concerning the mode and manner in which all proceedings in industrial disputes should be conducted. Precise definitions of strikes, lockouts, and other "unfair practices," should be given in the Act. A definition of the term "unfair practices" should be made broad enough to reach all those who agitate or incite hostility and distrust between employer and employee, and those who incite or encourage employers to declare or

continue a lockout or any employee to go on strike, contrary to the provisions of the Act. These acts should be prohibited and covered by definite penalty sections made stringent enough to secure proper compliance with the Act.

Section 30 should be amended to specifically make it unlawful to cause a lockout or declare a strike, without the giving of the notice, as provided by this Act.

The provision for appeal to the District Court should be limited to those cases wherein both sides have agreed, before the Award has been entered, to abide by the result thereof.

The following pages show in detail the Industrial cases handled by this Commission since it took office in March, 1917, the number and name of each employer, and the number of employees involved in each controversy, the cause of the dispute, and whether strike or lockout resulted, and the settlement or disposition of each case.

SUMMARY OF INDUSTRIAL CASES

This report of industrial cases reported to or handled by the Industrial Commission of Colorado, shows case number, cause of controversy, number of men, number of employers, strike or lockout, cause of controversy and settlement and number of days' notice, if any. The report begins with case Number 59, it being the oldest unsettled case on file at the time the present Commission assumed the duties of this department on March 1st, 1917. The cases are in detail as follows:

Case No. 59. Steam and Operating Engineers, Denver, Colorado Southern Railway, November 29, 1916. Number of men, 7. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, demands not granted. Number of days' notice, 30.

Case No. 60. U. M. W. of A., Colorado Springs, Coal Mining Companies, January 3, 1917. Number of men, 350. Number of employers, 4. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, docket shows satisfactory settlement. Number of days' notice, 30.

Case No. 61. U. M. W. of A., Fredrick, Coal Mining Companies, December 4, 1916. Number of men, 250. Number of employers, 4. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, conference with Commission, demands withdrawn. Number of days' notice, 30.

Case No. 62. Painters and Paper Hangers, Colorado Springs, Employers, November 29, 1916. Number of men, 40. Number of employers, 10. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, mutual agreement, increase granted. Number of days' notice, 30.

Case No. 63. Miners, Walsenburg, Mutual Mine, June 7—August 7, 1917. Number of men, 75. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 12. Cause of controversy, company refused to allow check weighman on tippie. Two men discharged. Men claimed discrimination pretext to gain recognition, which was refused. Settlement, company receded. Number of days' notice, 30.

Case No. 64. Miners (Pictou), Walsenburg, Colorado Fuel & Iron Co., February 28, 1917. Number of men, 120. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, discharge of two men. Men demanded their reinstatement. Settlement, file shows company re-employed one man. Number of days' notice, 30.

Case No. 65. Plasterers and Cement Workers, Denver, Contractors, November 26, 1916. Number of men, 200. Number of employers, 25. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for wage increase. Settlement, no record. Number of days' notice, 30.

Case No. 66. Musicians, Leadville, Theatres, February 5, 1917. Number of men, 15. Number of employers, 4. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, Commission award, both sides accepted. Number of days' notice, 30.

Case No. 67. Photo Engravers, Denver, Denver P. & P. Post, P. & P., February 15, 1917. Number of men, 20. Number of employers, 2. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, compromise. Number of days' notice, 30.

Case No. 68. Moulders' Union, Denver, Pueblo, Colorado Springs, Foundries, February 23, 1917. Number of men, 400. Number of employers, 40. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, no record. Number of days' notice, 30.

Case No. 69. Miners (Rapson), Rugby, Rapson Coal Co., February 17, 1917. Number of men, 55. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, compromise and agreement. Number of days' notice, 30.

Case No. 70. Barbers, Pueblo, Master Barbers, February 27, 1917. Number of men, 95. Number of employers, 16. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, Commission award accepted by masters, rejected by barbers. Compromise later. Number of days' notice, 30.

Case No. 71. Millmen, Denver, Mill Owners, March 29, 1917. Number of men, 300. Number of employers, 10. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, agreement through Commission. Number of days' notice, 30.

Case No. 72. Typographical Union, Employers, La Junta, March 30, 1917. Number of men, 10. Number of employers, 4. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 73. Bakers, Denver, Bakery Owners, March 1, 1917. Refer to case No. 108. This file shows notice of increase made by employers. Number of days' notice, notice to employers, none to Commission.

Case No. 74. Denver Sewer Pipe & Clay Co., Denver, Employes, March 9, 1917. Number of men, 175. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 75. Upholsterers and Trimmers, Denver, Employers, February 27, 1917. Number of men, 50. Number of employers, 15. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, compromise and agreement. Number of days' notice, 30.

Case No. 76. Carpenters' Council, Contractors, Denver, January 27, 1917. Number of men, 400. Number of employers, 40. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, Commission agreement, increase granted. Number of days' notice, 30.

Case No. 77. Painters and Paper Hangers, Employers, Denver, February 16, 1917. Number of men, 400. Number of employers, 27. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, agreement through Commission. Number of days' notice, 30.

Case No. 78. Drain Layers' Union, Master Plumbers, Denver, March 2, 1917. Number of men, 25. Number of employers, 5. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, Commission award, both sides accepted. Number of days' notice, 30.

Case No. 79. Building (Common Labor) Union, Pueblo, Contractors, January 4, 1917. Number of men, 100. Number of employers, 12. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, compromise and agreement. Number of days' notice, 30.

Case No. 80. Teamsters' Union, Grand Junction, Employers, March 5, 1917. Number of men, 20. Number of employers, 4. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 81. Plasterers, Denver, Contractors, December 22, 1916. Number of men, 200. Number of employers, 20. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 82. Building Laborers, Colorado Springs, Contractors, March 3, 1917. Number of men, 60. Number of employers, 23. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 83. Machinists, Denver, Employers, April 12, 1917. Number of men, 400. Number of employers, 18. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 84. U. M. W. of A., Ludlow, Huerfano Coal Co., April 18, 1917. Number of men, 250. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 7. Cause of controversy, demand for an increase in wages. Settlement, 10% increase granted, compromise. Number of days' notice, 30.

Case No. 85. Cigarmakers, Denver, Employers, April 14, 1917. Number of men, 300. Number of employers, 22. Strike, yes. Lockout, no. Number of days out, 21. Cause of controversy, demand for an increase in wages. Settlement, Commission award granting \$1.50 per 1,000 accepted by employers and part of men. Number of days' notice, 30.

Case No. 86. Employees, Colorado Midland Railway Co., March 30, 1917. No record beyond demand.

Case No. 87. Glass Workers and Painters, Employers, Denver, March 10, 1917. Number of men, 50. Number of employers, 6. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, agreement through Commission. Number of days' notice, 30.

Case No. 88. Carpenters and Joiners, Employers, Denver, March 10, 1917. Number of men, 30. Number of employers, 4. Strike, no. Lockout, no. Cause of controversy, demand for an increase in wages. Settlement, Commission award accepted by employers, rejected by men. Later, matter compromised. Number of days' notice, 30.

Case No. 89. Bakers' Union, Denver, Employers, April 2, 1917. Number of men, 32. Number of employers, 12. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, demands granted. Number of days' notice, 30.

Case No. 90. Electric Workers, Denver, Denver Gas & Electric Co., April 1, 1917. Number of men, 45. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 91. Structural Iron Workers, Employers, Denver, January 29, 1917. Number of men, 300. Number of employers, 15. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, demands granted, verbal agreement. Number of days' notice, 30.

Case No. 92. Drapery and Carpet Sewers, Employers, Denver, April 2, 1917. Number of men, 37. Number of employers, 7. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, compromise on wages, no record of agreement. Number of days' notice, 30.

Case No. 93. Brickmasons, Pueblo, Master Builders, January 9, 1917. No record further than demand. Notice was served on employers but not to Commission.

Case No. 94. Carpenters and Joiners, Employers, February 22, 1917. Number of men, 35. Number of employers, 5. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, mutual agreement (verbal). Number of days' notice, 30.

Case No. 95. Elevator Constructors, Employers, Denver. No record further than demand. Number of days' notice, 30.

Case No. 96. Track and Trainmen, Colorado Springs, Colorado Springs Interurban Railway, June 3, 1917. Number of men, 40. Number of employers, 1. Strike, yes. Lockout, no. Cause of controversy, increase in wages. Settlement, half of men returned to work on compromise offered by company. Number of days' notice, 30.

Case No. 97. U. M. W. of A., Starkville, Colorado Fuel & Iron Co., February 27, 1917. Number of men, 250. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, claim of discrimination against one man. Settlement, Commission decision, company's action upheld.

Case No. 98. Brewery Workers, Employers, Denver, April 7, 1917. Number of men, 85. Number of employers, 7. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, agreement through Commission. Number of days' notice, 30.

Case No. 99. Boilermakers, Florence, Graver Tank Works, April 6, 1917. This case came up about May 1, 1918 (died out). Number of men, 20. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 14. Cause of controversy, demand for increase in wages. Settlement, demands granted, agreement through Commission.

Case No. 100. Carpenters and Joiners, Contractors, Pueblo, January 27, 1917. Number of men, 350. Number of employers, 35. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, Commission award accepted by both sides. Number of days' notice, 30.

Case No. 101. Blacksmiths and Machinists, all points on system of Denver & Rio Grande Railroad, April 13, 1917. Number of men, 2,500. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, agreement through Commission. Number of days' notice, 30.

Case No. 102. Electric Workers, Pueblo, Employers, February 16, 1917. Number of men, 200. Number of employers, 4. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, Commission award accepted by employers, rejected by men. Number of days' notice, 30.

Case No. 103. Painters and Paper Hangers, Employers, Pueblo, January 15, 1917. Number of men, 50. Number of employers, 8. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, Commission found former contract effective. Number of days' notice, 30.

Case No. 104. Electric Workers, Employers, Colorado Springs, April 17, 1917. Number of men, 40. Number of employers, 6. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, Commission award, 50% of demand. No record of acceptance. Number of days' notice, 30.

Case No. 105. Refer to Machinists' file.

Case No. 106. Freight Handlers, D. & R. G. Railroad Co., Alamosa, May 1, 1917. Number of men, 100. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, Commission award accepted by both sides. Number of days' notice, 30.

Case No. 107. B. R. T. and O. R. C., Grand Junction, Colorado Midland Railway Co., April 17, 1917. No record of settlement. Number of days' notice, 30.

Case No. 108. Bakers and Confectioners, Employers, Denver, April 17, 1917. Number of men, 100. Number of employers, 6. Strike, yes. Lockout, no. Number of days out, still out from union standpoint. Cause of controversy, demand for an increase in wages and recognition of union. Settlement, companies refused recognition of union. Many men returned to work. Number of days' notice, 14.

Case No. 109. Moving Picture Operators, Employers, Colorado Springs, March 22, 1917. Number of men, 5. Number of employers, 5. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages and contract with union. Settlement, mutual agreement, scale established through Commission. Number of days' notice, 30.

Case No. 110. Miners, Telluride, Employers, May 31, 1917. Number of men, 1,200. Number of employers, 9. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, change from bonus system. Settlement, Commission award making wage scale accepted by both sides. Number of days' notice, 30.

Case No. 111. Wood, Wire and Metal Lathers, Employers, Pueblo, April 7, 1917. Number of men, 5. Number of employers, 5. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 112. Cooks and Pastry Cooks, Employers, Denver, May 2, 1917. Number of men, 125. Number of employers, 26. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 113. Cooks and Waiters, Grand Junction, Employers. No record further than demands. Number of days' notice, 30.

Case No. 114. Leyden Coal Co. Notice of suspension of operations. Number of days' notice, 30.

Case No. 115. Miners, Strong, Sunnyside Coal Mining Co., May 1, 1917. Number of men, 60. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 3. Cause of controversy, demand for an increase in wages. Settlement, demands granted, agreement. Number of days' notice, 30.

Case No. 116. Cloud City Miners' Union, Leadville, Employers, September 26, 1917. Number of men, 2,400. Number of employers, 19. Strike, yes. Lockout, no. Number of days out, 20. Cause of controversy, demand for an increase in wages. Settlement, compromise through arbitration. Number of days' notice, 30.

Case No. 117. Miners, Strong, Turner Coal Co., May 11, 1917. No record further than demands. Number of days' notice, 30.

Case No. 118. Car Repair Men, Denver, M. P., C. S. and D. & R. G., May 3, 1917. No record further than demands. Number of days' notice, 30.

Case No. 119. Miners, Oakview, Oakdale Coal Co., April 28, 1917. Number of men, 110. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demands for an increase in wages and recognition of union. Settlement, compromise on wages and waiver recognition demand. Number of days' notice, 30.

Case No. 120. U. M. W. of A. Camp, Shumway, Gordon Coal Co., May 28, 1917. Number of men, 40. Number of employers, 1. No record further than demands. Number of days' notice, 30.

Case No. 121. Miners, Caddell, Black Canon Fuel Co., June 5, 1917. Number of men, 45. Number of employers, 1. No record further than demands. Number of days' notice, none.

Case No. 122. Portland Mill, Colorado Springs. This file shows only letter from W. C. T. U. asking Industrial Commission to increase the wages at that plant.

Case No. 123. Miners, Colorado Springs, El Paso Land & Fuel Co., May 31, 1917. Number of men, 90. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 4. Cause of controversy, demands for an increase in wages. Settlement, agreement through Commission. Number of days' notice, none.

Case No. 124. Miners' Camp, Shumway, Minnequa Coal Co., June 1, 1917. Number of men, 75. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 5. Cause of controversy, demands for an increase in wages. Settlement, demands granted through Commission. Number of days' notice, none.

Case No. 125. Wood, Wire and Metal Lathers, Employers, Denver, April 9, 1917. No record further than demands. Number of days' notice, 30.

Case No. 126. Miners, Rugby, Rugby Fuel Co., May 27, 1917. Number of men, 85. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 4. Cause of controversy, demands for an increase in wages. Settlement, Commission award accepted by both sides. Number of days' notice, none.

Case No. 127. Car Department Employees, Denver, C. B. & Q. R. R. Co., June 6, 1917. Number of men, 120. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 128. Typographical Union 49, Employers, Denver, June 22, 1917. Number of men, 550. Number of employers, 5. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, renewal of contract. Settlement, compromise on wages, contract renewed. Number of days' notice, 30.

Case No. 129. Employees, Colorado Springs, Colorado Springs Light, Heat & Power Co., June 20, 1917. Number of men, 90. Number of employers, 1. Strike, yes. Lockout, no. While this demand was before the Commission the company discharged one man, which precipitated sympathetic strike, all strikers' places being filled and operations proceeded uninterruptedly. Notice to employer, none to Commission.

Case No. 130. Bindery Women's Union 58, Employers, Denver, June 29, 1917. Number of men, 75. Number of employers, 15. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, compromise and agreement. Number of days' notice, none.

Case No. 131. Printing Pressmen 40, Employers, Denver, June 28, 1917. Number of men, 80. Number of employers, 15. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, compromise and agreement. Number of days' notice, 30.

Case No. 132. U. M. W. of A., all properties of Company, Colorado Fuel & Iron Co., June 29, 1917. Number of men, 4,600. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, recognition of union and 18 other demands. Settlement, Commission award accepted by both sides. Number of days' notice, 30.

Case No. 133. Press Assistants' Union, Employers, Denver, June 30, 1917. Number of men, 175. Number of employers, 20. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, compromise and agreement. Number of days' notice, 30.

Case No. 134. Pressmen and Assistants, Colorado Springs, Employers, July 7, 1917. Number of men, 10. Number of employers, 2. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, no record of settlement. Number of days' notice, 30.

Case No. 135. U. M. W. of A. 3043, Coalview, Coal Company on Indian Creek, July 14, 1917. Number of men, 100. Number of employers, 3. Strike,

yes. Lockout, no. Number of days out, about four. Cause of controversy, recognition of union. Settlement, demands granted, agreement. Number of days' notice, 30.

Case No. 136. Barbers' Union 205, Denver, Master Barbers, July 7, 1917. Number of men, 260. Number of employers, 100. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages and change in hours. Settlement, compromise and agreement. Number of days' notice, 30.

Case No. 137. Boilermakers and Helpers, Pueblo, Employers, June 16, 1917. Number of men, 50. Number of employers, 2. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 138. U. M. W. of A., Mt. Harris, Colorado-Utah Coal Co., July 14, 1917. Number of men, 250. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, about a week. Cause of controversy, recognition of union. Settlement, no record of settlement. Number of days' notice, 30.

Case No. 139. Cloud City Miners 33, Leadville. Refer to Case No. 116. Gave notice and struck before investigation. Number of days' notice, 30.

Case No. 140. U. M. W. of A., Ojo, Alliance Coal Co., June 25, 1917. Number of men, 90. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 7. Cause of controversy, complaint about company doctor. Settlement, no record of settlement. Number of days' notice, 30.

Case No. 141. Employes, Eureka, Sunnyside M. & M. Co., July 25, 1917. Number of men, 175. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, no record of settlement. Number of days' notice, none.

Case No. 142. Employers, Denver, Packing Companies, July 23, 1917. Number of men, 900. Number of employers, 2. Strike, yes. Lockout, no. Number of days out, 7. Cause of controversy, demand for increase in wages. Settlement, Commission award accepted by both sides. Number of days' notice, none.

Case No. 143. Miners, Oak Creek, June 12, 1917. Number of men, 250. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, dissatisfaction over company doctor. Settlement, agreement through Commission. Number of days' notice, 30.

Case No. 144. Carpenters, Silverton, Employers, July 25, 1917. Number of men, 30. Number of employers, 5. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, no record of settlement. Number of days' notice, 30.

Case No. 145. Mine and Smeltermen's Union, Boulder, Employers, July 26, 1917. Number of men, 25. Number of employers, 3. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, agitation from outsiders. Settlement, investigation disclosed no dissatisfaction. Number of days' notice, none.

Case No. 146. U. M. W. of A., Tioga, Tioga Mine, August 11, 1917. Number of men, 50. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for the discharge of the mine foreman. Settlement, no record of settlement. Number of days' notice, none.

Case No. 147. Stereotypers' Union, Employers, Pueblo, August 14, 1917. Number of men, 20. Number of employers, 4. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, no record of settlement. Number of days' notice, 30.

Case No. 148. Fox Mine.

Case No. 149. Bookbinders' Union, Employers, Denver, September 5, 1917. Number of men, 75. Number of employers, 6. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, compromise and agreement. Number of days' notice, 30.

Case No. 150. Typographical Union, Employers, Ft. Collins, September 14, 1917. Number of men, 6. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for change in hours, wages and conditions. Settlement, Commission decision was, "no controversy." Number of days' notice, 30.

Case No. 151. Grocery Clerks, Pueblo, Employers, August 31, 1917. Number of men, 40. Number of employers, 10. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, no record of settlement. Number of days' notice, 30.

Case No. 152. Meat Cutters and Butchers, Employers, Pueblo, August 8, 1917. Number of men, 60. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages, establishing of a minimum wage. Settlement, agreement and "shop rules" adopted. Number of days' notice, 30.

Case No. 153. Cooks and Waiters, Pueblo, Employers, August 31, 1917. Number of men, 50. Number of employers, 15. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 154. Blacksmiths and Helpers, Vulcan Iron Works, Denver, September 25, 1917. Number of men, 20. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, agreement and six months' contract. Number of days' notice, 30.

Case No. 155. Refer to file No. 132 (C. F. & I.). Continuation.

Case No. 156. Car Repair Men, Denver and Colorado points, Colorado Southern Railway Co., April 25, 1917. Number of men, 200. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 13. Cause of controversy, change in wages, regulations and conditions. Settlement, agreement through Commission. Number of days' notice, 30.

Case No. 157. Firemen at Gas Plant, Denver, Denver Gas & Electric, October 13, 1917. Number of men, 30. Number of employers, 1. Strike, yes. Number of days out, still out. Cause of controversy, men struck before there was a chance to confer. Number of days' notice, none.

Case No. 158. Shop Men (all crafts), Colorado Southern Railway Co., April 23, 1917. No record of number of men nor settlement. Short notice to employer. Number of days' notice, 30.

Case No. 159. Teamsters and Chauffeurs, John Thompson Grocery Co., Denver, October 10, 1917. Number of men, 65. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 7. Cause of controversy, demand for increase in wages. Settlement, agreement through Commission. Short notice to employer. Number of days' notice, none.

Case No. 160. Tailors, Denver, Merchant Tailors, September 29, 1917. Number of men, 250. Number of employers, 35. Strike, yes. Lockout, no. Number of days out, 3. Cause of controversy, demands for an increase in wages and contract with union. Settlement, agreement through the Commission. Number of days' notice, none.

Case No. 161. Sheet Metal Workers, Employers, Pueblo, October 21, 1917. Number of men, 75. Number of employers, 6. No record of settlement. Number of days' notice, 30.

Case No. 162. Typographical Union 49, Employers, Denver, October 22, 1917. Number of men, 550. Number of employers, 5. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages and renewal of contract. Settlement, Commission award accepted by both sides. Number of days' notice, 30.

Case No. 163. Employees, Utah Jct., Ferro Alloys Co., October 20, 1917. Number of men, 35. Number of employers, 1. This case took on the appearance of a lockout, as the company on receiving demands from the men, discharged all of them and then re-employed the desirable men. Number of days' notice, none.

Case No. 164. C. F. & I. Refer to file number 132. Continuation. Number of days' notice, served notice but struck two weeks later.

Case No. 165. Tailors' Union 252, Merchant Tailors, Denver, October 17, 1917. Number of men, 40. Number of employers, 15. Strike, yes. Lockout, no. Number of days out, all returned at various times. Cause of controversy, demand for increase in wages and recognition of union. Settlement, granted increase, denied recognition. Number of days' notice, none.

Case No. 166. Jewelry Workers, Employers, Denver, October 16, 1917. Number of men, 40. Number of employers, 10. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages and recognition of union. Settlement, mutual agreement, some houses not affected. Commission award accepted by both sides. Number of days' notice, 30.

Case No. 167. Nuckoll Packing Co., Employees, Pueblo, November 7, 1917. Number of men, 125. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 3. Cause of controversy, demand for reinstatement of discharged employee. Settlement, arbitrated and discharged employee allowed to resume work through Commission. Number of days' notice, none. This case came up again July 10, 1918. Demanded 8-hour day and wage increase.

Case No. 168. Car repair men, all points on Denver & S. L. R. R., November 8, 1917. Number of men, 125. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 2. Cause of controversy, demand for an increase in wages and adjustment of conditions. Settlement, agreement through Commission. Number of days' notice, none.

Case No. 169. Employees, Trinidad, Trinidad Electric Ry. Co., November 9, 1917. Number of men, 15. Number of employers, 1. Strike, no. Lockout,

no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, none.

Case No. 170. Miners, Coalmont, North Park Coal Co., November 10, 1917. Number of men, 20. Number of employers, 1. Strike, notice was served but about 20 struck two days later. Cause of controversy, no record further than demand. Number of days' notice, none.

Case No. 171. Waiters' Union 14, Employers, Denver, November 14, 1917. Number of men, 350. Number of employers, 25. Strike, about 20. Lockout, no. Number of days out, settled in May. Cause of controversy, demand for an increase in wages. Settlement, compromise agreement. Number of days' notice, none.

Case No. 172. Employees, Denver, Denver City Tramway Co., September 30, 1918. Number of men, 600. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, jurisdiction taken by War Labor Board. Number of days' notice, none.

Case No. 173. This file shows only membership of Denver Building Trades Council.

Case No. 174. Loma Fuel Co. This file shows only signed Garfield agreement.

Case No. 175. Employees, Gregory, McNeil Coal Co., November 15, 1917. Number of men, 80. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 4. Cause of controversy, demand for recognition of union. Settlement, agreement through Commission. Signed Garfield agreement. Number of days' notice, none.

Case No. 176. Employees, Frederick, Puritan Mine, November 17, 1917. Number of men, 160. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 16. Cause of controversy, recognition of union and other demands. Settlement, agreement through Commission. Number of days' notice, none.

Case No. 177. Employees, Frederick, National Fuel Co., November 15, 1917. Number of men, 42. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 2. Cause of controversy, recognition of union and other demands. Settlement, agreement through Commission. Number of days' notice, none.

Case No. 178. Employees, Rugby, Colorado Coal Mines Co., December 1, 1917. Number of men, 25. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 2. Cause of controversy, demand for increase in wages and installation of tippie scales. Settlement, agreement through Commission. Number of days' notice, none.

Case No. 179. Carpenters and Joiners, Contractors, Colo. Springs, November 30, 1917. Number of men, 200. Number of employers, 10. Strike, yes. Lockout, no. Number of days out, about 65 days. Cause of controversy, demand for an increase in wages. Settlement, Commission award accepted by both sides. Number of days' notice, 30.

Case No. 180. Typographical Union, employers, Trinidad, November 27, 1917. Number of men, 20. Number of employers, 5. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 181. Employees, Louisville, Brooks-Harrison Fuel Co., November 8, 1917. Number of men, 40. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, complaint account of scale not being properly adjusted. Settlement, investigation and adjustment made through Commission. Number of days' notice, 30.

Case No. 182. Drillers & Tool Dressers, Florence, United Oil Co., November 27, 1917. Number of men, 10. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, demand granted. Number of days' notice, 30. Machinists, boilermakers and pipefitters struck for an increase in wages on October 11, 1918. Were out 3 days. Matter compromised and men returned to work October 15, 1918.

Case No. 183. Building Trades Council, Denver Gas & Electric Co., Denver, November 15, 1917. Number of men, 19. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, still out. Cause of controversy, men demanded removal of non-union engineer. Settlement, men struck and their places were filled by others. Number of days' notice, none.

Case No. 184. Shop men (all crafts), Colorado Midland Ry. Co., Colorado Springs, December 3, 1917. Number of men, 150. Number of employers, 1. Strike, no. Lockout, no. Number of days lost, none. Cause of controversy, demand for an increase in wages. Settlement, agreement through Commission. Number of days' notice, 30.

Case No. 185. Painters and Paper Hangers, Employers, Trinidad, December 8, 1917. Number of men, 8. Number of employers, 4. File shows no record further than demands. Number of days' notice, 30.

Case No. 186. Electric Workers, Denver, Employers, December 12, 1917. Number of men, 150. Number of employers, 20. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demands for an increase in wages. Settlement, agreement through Commission. Number of days' notice, 30.

Case No. 187. Typographical Union, Employers, Colo. Springs, December 16, 1917. Number of men, 10. Number of employers, 2. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demands for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 188. U. M. W. of A., Heybro, Hayden Bros. Coal Co., December 8, 1917. Number of men, 60. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, this file shows only demand for recognition of union. Settlement, no record of settlement. Number of days' notice, 30.

Case No. 189. Painters and Paper Hangers, Master Painters, Colo. Springs, December 5, 1917. Number of men, 50. Number of employers, 11. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 190. U. M. W. of A., Ojo, Alliance Coal Co., December 28, 1917. Number of men, 90. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, complaint about scales. Settlement, scales adjusted satisfactorily. Number of days' notice, 30.

Case No. 191. Structural Iron Workers, Denver, Employers, December 30, 1917. Number of men, 50. Number of employers, 3. Strike, yes, about 35. Lockout, no. Number of days out, about 10 days. Cause of controversy, demand for an increase in wages. Settlement, compromise. Number of days' notice, 30.

Case No. 192. Auto & Carriage Painters, Denver, Employers, December 29, 1917. Number of men, 60. Number of employers, 30. Strike, yes. Lockout, no. Number of days out, 10. Cause of controversy, demand for an increase in wages. Settlement, demands granted. Number of days' notice, 30.

Case No. 193. U. M. W. of A., Broadhead, Temple Fuel Co., January 1, 1918. Number of men, 25. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for recognition of union and other demands. Settlement, no record of settlement. Number of days' notice, 30.

Case No. 194. Window & House Cleaners' Union, Employers, Denver, January 17, 1918. Number of men, 20. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 8. Cause of controversy, this controversy arose over employer attempting to make individual contracts. Settlement, agreement through Commission. Number of days' notice, none.

Case No. 195. Victor-American Fuel Co. This file shows only report of controversy.

Case No. 196. Cedar Hill Coal & Coke Co. This file shows only report of controversy.

Case No. 197. Electrical Workers (linemen), Denver, Denver Gas & Electric Co., November 21, 1917. Number of men, 40. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 4. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement through Commission. Number of days' notice, 30.

Case No. 198. Building Laborers, Brick Contractors, Denver, January 21, 1918. Number of men, 200. Number of employers, 44. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, Commission award accepted by both sides. Number of days' notice, 30.

Case No. 199. Brick Layers, Denver, Brick Contractors, January 21, 1918. Number of men, 250. Number of employers, 44. Strike, yes. Lockout, no. Number of days out, still out. Cause of controversy, demand for an increase in wages. Settlement, Commission award accepted by contractors, rejected by men. Number of days' notice, 30.

Case No. 200. Painters and Paper Hangers, Employers, Greeley, January 29, 1918. Number of men, 50. Number of employers, 15. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 201. Empire Coal Co., Employees, Aguilar, February 5, 1918. Number of men, 50. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 5. Cause of controversy, men struck for equal turn of

mine cars, then added more grievances. Settlement, agreement through Commission. Number of days' notice, none. Notice to employer, none to Commission.

Case No. 202. Cleaners & Dyers, Employers, Denver, February 10, 1918. Number of men, 150. Number of employers, 20. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for union contract and increase in wages. Settlement, some shops granted demands, others dealt with men individually. Number of days' notice, none.

Case No. 203. Ideal Fuel Co., Employes, Aguilar, February 4, 1918. Number of men, 50. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 3. Cause of controversy, changing of coal bulletin by the company. Settlement, correction of bulletin. Number of days' notice, none. Men struck at this same place September 26, 1918, in sympathy with a discharged employee. Matter adjusted, all men reinstated.

Case No. 204. Denver Terra Cotta Co., Employes, Denver, January 7, 1918. Number of men, 90. Number of employers, 1. Strike, about 20. Lockout, no. Number of days out, still out. Cause of controversy, company laid off about 20 men who claimed discrimination. Settlement, this case died out, no serious results from it. Number of days' notice, none.

Case No. 205. Glass Workers & Glaziers, Denver, January 22, 1918. Number of men, 4. Number of employers, 4. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 206. Shoe Makers, Denver, Employers, January 28, 1918. Number of men, 15. Number of employers, 3. Strike, about 5. Lockout, no. Number of days out, still out. Cause of controversy, increase in wages. Settlement, agreement through Commission. Number of days' notice, none.

Case No. 207. Granite & Marble Cutters, Denver, January 18, 1918. Number of men, 125. Number of employers, 8. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, demands granted. Number of days' notice, 30.

Case No. 208. Plumbers & Pipefitters, Pueblo, Employers, February 8, 1918. Number of men, 30. Number of employers, 11. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, mutual agreement. Number of days' notice, none.

Case No. 209. Nuckoll Packing Co. Refer to case number 167. Continuation of number 167.

Case No. 210. Portable Engineers, Employers, Denver, February 19, 1918. Number of men, 15. Number of employers, 12. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, demands granted. Number of days' notice, 30.

Case No. 211. Painters & Paper Hangers, Pueblo, Employers, February 27, 1918. Number of men, 60. Number of employers, 18. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, local board of arbitration awarded demands. Number of days' notice, 30.

Case No. 212. Electrical Workers, Employers, Pueblo, February 20, 1918. Number of men, 22. Number of employers, 4. Strike, no. Lockout, no. Cause of controversy, increase in wages. Settlement, compromise. Number of days' notice, 30.

Case No. 213. Hod Carriers, Employers, Pueblo, February 21, 1918. Number of men, 30. Number of employers, 11. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, demands granted. Number of days' notice, 30.

Case No. 214. Granite Cutters, Employers, Salida, February 1, 1918. Number of men, 25. Number of employers, 3. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, demands granted. Number of days' notice, 30.

Case No. 215. Denver Team Owners, February 2, 1918. This file shows only notice of team owners' intention to raise the price per day for team work. Number of days' notice, 30.

Case No. 216. Sign Painters, Denver, Employers, February 26, 1918. Number of men, 40. Number of employers, 6. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, compromise and agreement. Number of days' notice, 30.

Case No. 217. Lathers' Union, Employers, Pueblo, February 27, 1918. Number of men, 7. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, demands granted. Number of days' notice, 30.

Case No. 218. Pattern Makers. Refer to file number 83 and 154.

Case No. 219. Drain Layers, Denver, Master Plumbers, February 26, 1918. Number of men, 20. Number of employers, 1. Strike, no. Lockout, no. Cause of controversy, demand for an increase in wages. Settlement, demands granted. Number of days' notice, 30.

Case No. 220. Carpenters & Joiners, Employers, Pueblo, February 27, 1918. Number of men, 120. Number of employers, 32. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, demands granted. Number of days' notice, 30.

Case No. 221. Sheet Metal Workers, Employers, Pueblo, March 1, 1918. Number of men, 50. Number of employers, 4. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, compromise. Number of days' notice, 30.

Case No. 222. Painters & Paper Hangers, Employers, Boulder, February 28, 1918. No record further than demands. Number of days' notice, 30.

Case No. 223. Painters & Paper Hangers, Denver, Employers, June 17, 1918. Number of men, 150. Number of employers, 20. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 224. Refer to Typographical file. Continuation of number 162.

Case No. 225. Electrical Workers, Employers, Colo. Springs, March 22, 1918. No record. Cause of controversy, demand for an increase in wages. Settlement, compromise and agreement. Number of days' notice, 30.

Case No. 226. Elevators, Constructors, Nock-Garside, Otis Cos., March 20, 1918. Number of men, 20. Number of employers, 2. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 227. Typographical Union, Employers, Pueblo, February 18, 1918. Number of men, 20. Number of employers, 2. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, no record of settlement. Number of days' notice, 30.

Case No. 228. Stokers, Denver, Denver Gas & Electric Co., March 30, 1918. Number of men, 100. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, demands granted through Commission. Number of days' notice, 30.

Case No. 229. Carpenters & Joiners, Colo. Springs. Refer to file number 179. Continuation.

Case No. 230. Building Laborers, Colo. Springs, Employers, April 1, 1918. Number of men, 40. Number of employers, 15. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 231. Silverton Trades Council, Silverton, Employers, April 9, 1918. Number of men, 500. Number of employers, 15. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages and recognition of union. Settlement, compromise and agreement. Number of days' notice, 30.

Case No. 232. Boiler Makers, Pueblo, Employers, April 9, 1918. No record. Cause of controversy, demand for an increase in wages. Settlement, this case seems to have been settled. R. R. Commission award. Number of days' notice, 30.

Case No. 233. Brick Masons, Pueblo, Employers. No record of number of men. Matter settled by local arbitration board. Number of days' notice, none.

Case No. 234. Carpenters & Joiners, Durango, April 27, 1918. This file shows only notice to the public of intended increase per day for carpenter work. Number of days' notice, 30.

Case No. 235. Street Ry. Employees, Arkansas Valley L., H. & P. Co., April 24, 1918. Number of men, 100. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 236. Moulders & Core Makers, Pueblo, Employers, April 29, 1918. No record. Cause of controversy, demand for an increase in wages. Number of days' notice, 30.

Case No. 237. Moulders' Union, Employers, Denver, April 29, 1918. Number of men, 120. Number of employers, 22. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, demands granted. Number of days' notice, 30.

Case No. 238. Restaurant Help, Employers, Denver, May 1, 1918. Number of men, 100. Number of employers, 30. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 239. Painters, Colo. Springs, on the Broadmoor Hotel, May 5, 1918. Number of men, 50. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Men threatened to strike unless one of the men, who had been injured on the work, should be paid full wages while disabled. Company agreed to settle in that way. Number of days' notice, none.

Case No. 240. Stearns-Roger Co., Pueblo. Refer to file No. 232.

Case No. 241. Brewery Workers, Employers, Trinidad, May 16, 1918. Number of men, 35. Number of employers, 3. Strike, yes. Lockout, no. Number of days out, 2. Cause of controversy, demand for an increase in wages. Settlement, compromise and agreement through Commission. Number of days' notice, none.

Case No. 242. Carpenters & Joiners, Employers, Boulder, May 21, 1918. Number of men, 40. Number of employers, 3. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, no record of settlement. Number of days' notice, 30.

Case No. 243. Brewery Workers, Employers, Denver, June 18, 1918. Number of men, 85. Number of employers, 7. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, violation of contract. Settlement, Commission award. Number of days' notice, 30.

Case No. 244. Typographical Union, Employers, Boulder, June 5, 1918. Number of men, 15. Number of employers, 3. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, demands granted. Number of days' notice, 30.

Case No. 245. Wagon and Auto Wood Workers, Denver, June 4, 1918. Number of men, 30. Number of employers, 15. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, mutual agreement. Number of days' notice, 30.

Case No. 246. Cooks' Association, Employers, Denver, June 1, 1918. Number of men, 135. Number of employers, 30. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, compromise and agreement. Number of days' notice, 30.

Case No. 247. Tile Layers and Helpers, Employers, Denver, June 18, 1918. No record further than demands. Number of days' notice, 30.

Case No. 248. Steam and Operating Engineers, Pueblo, Employers, June 15, 1918. Number of men, 20. Number of employers, 20. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, demands granted by all but one employer. Number of days' notice, 30.

Case No. 249. Employers, Aguilar, Southwestern Mine, July 5, 1918. Number of men, 60. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, demands withdrawn after investigation. Number of days' notice, none.

Case No. 250. Employes, Denver, E. T. Meanea Saddletree Co. This file shows only wage scale of the employes. Settlement, settlement through Commission.

Case No. 251. Pressmen and Assistants, Employers, Pueblo, July 26, 1918. Number of men, 6. Number of employers, 2. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, no record of settlement. Number of days' notice, 30.

Case No. 252. Moving Picture Operators, Pueblo, Employers, July 31, 1918. Number of men, 10. Number of employers, 5. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages. Settlement, demands granted. Number of days' notice, 30.

Case No. 253. Packing House Employes, Pueblo, Groves Packing Co., August 19, 1918. This file shows only complaint as to conditions. No record of settlement. Number of days' notice, 30.

Case No. 254. Employes, Leadville, C. J. Dold M. Co., August 18, 1918. Number of men, 50. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, dispute over working hours. Settlement, agreement through Commission. Number of days' notice, none.

Case No. 255. Barbers, Denver, Master Barbers, August 29, 1918. Number of men, 70. Number of employers, 16. Strike, yes. Lockout, no. Number of days out, still out. Cause of controversy, demand for an increase in wages and percentage. Settlement, Commission award accepted by master barbers, rejected by barbers. Number of days' notice, 30.

Case No. 256. Rip Track Men, Alamosa, D. & R. G. R. R. Co., August 26, 1918. Number of men, 35. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for an increase in wages and overtime. Settlement, matter adjusted by Federal R. R. Board decision. Number of days' notice, 30.

Case No. 257. Musicians, Pueblo, Employers, September 9, 1918. Number of men, 15. Number of employers, 5. Negotiations stopped on account of epidemic. No change December 31st. Number of days' notice, 30.

Case No. 258. Theatrical Employes, Theatres, Denver, September 14, 1918. Number of men, 35. Number of employers, 5. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demands of an increase in wages. Settlement, demands granted. Number of days' notice, 30.

Case No. 259. Stereotypers' Union, Employers, Pueblo, September 13, 1918. Number of men, 8. Number of employers, 2. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demands for an increase in wages. Settlement, no record of settlement. Number of days' notice, 30.

Case No. 260. Truck Drivers and Chauffeurs, Denver, Employers, September 15, 1918. No record further than demands. Settlement, case unsettled December 31, 1918. Number of days' notice, 30.

Case No. 261. Musicians, Colo. Springs, Employers, August 22, 1918. Number of men, 25. Number of employers, 9. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, demand for increase in wages. Settlement, demand granted. Number of days' notice, 30.

Case No. 262. Wellington Mines Co., Breckenridge. This file shows only report of a voluntary increase in wages. Number of days' notice, 30.

Case No. 263. Amalgamated Sheet Metal Workers, Employers, Pueblo, October 28, 1918. Number of men, 12. Number of employers, 5. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, case will be settled by mutual agreement.

Case No. 264. Employes vs. Arkansas Valley Ry., L. & P. Co., Pueblo, October 29, 1918. Number of men, 150. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, increase in wages. Settlement, pending December 31, 1918.

Case No. 265. Boilermakers vs. C. F. & I., Pueblo, October 16, 1918. Number of men, 20. Number of employers, 1. Strike, no. Lockout, no. Number of days out, none. Cause of controversy, complaint over employment of 2 colored men. Matter adjusted itself.

Case No. 266. Pressfeeders vs. Denver Typothetae, November 2, 1918. Number of men, 55. Number of employers, 16. Strike, yes. Lockout, no. Number of days out, 9. Cause of controversy, increase in wages. Settlement, compromised agreement.

Case No. 267. Employes vs. Smuggler Leasing Co., Aspen, November 11, 1918. Number of men, 50. Number of employers, 1. Strike, yes. Lockout, no. Number of days out, 4. Cause of controversy, shortening the hours. Settlement, demands granted, settlement through Commission.

Case No. 268. Denver Photo Engravers vs. Employers, November 16, 1918.

Case No. 269. Employes vs. Rocky Mt. Fuel Co., Superior, November 27, 1918. Number of men, 30. Number of employers, 1. Strike, yes. Lockout, no. Cause of controversy, demand for change of boarding house keeper. Settlement, men drew time and quit.

STATE COMPENSATION INSURANCE FUND

When the Legislature enacted the Workmen's Compensation Act in 1915 to complete and round out its provisions, they also created what is known as the State Compensation Insurance Fund.

This fund was created by the Legislature to furnish those employers who were subject to the terms of the Act, or who elected to comply therewith, a medium of insurance outside of the private or stock companies. The fund writes compensation business in competition with the private or stock insurance carriers, and it has been the attitude of the Commission to build up the fund, not by actual competition in the open market with the stock companies for compensation business, but merely provide the means whereby those employers who did not desire to insure in a stock company might place their business.

The fund commenced writing business August 1st, 1915, without any financial support from the state or anyone else. That the policy of the Commission in the management of the fund, and that the protection and service which the fund gives, have met with the hearty approval of the employers of this state is plainly shown by its wonderful growth, as proved in the accompanying tables and statistics.

Many of the private stock insurance companies, writing compensation in this state, have been very friendly towards the fund, notwithstanding the apparent conflict of interests, while others, apparently realizing that the fund has come to stay, and has become a permanent solvent future of the Workmen's Compensation Law, have been led to vicious attacks upon the fund, based upon falsehoods and deliberate misstatements, but no harm has or will be done to the fund in this way.

The experience of the fund has shown that the employers are not taking the word of any outsider for what the fund is or what it can accomplish, but have come to the fund itself and obtained their facts first-hand, and in most instances, having obtained their facts in this manner, have become policyholders of the fund.

This statement shows the condition of the fund from January 1st, 1918, to December 31st, 1918, being compared with the figures for corresponding period from January 1st, 1917, to December 31st, 1917.

During the year closing December 31st, 1918, the fund collected in premiums \$375,429.56. This shows an increase of \$179,979.32, or a gain of 92%. The interest earned during the past year was \$24,093.25, or a gain of \$15,393.97, being 195% increase.

The fund paid to the injured employes compensation amounting to \$42,233.10 during the past year, same being an increase of \$7,021.34 over the previous year, or 19.9%. The medical expense increased \$1,873.10, which is 25.7%. The dividends paid to policyholders amounted to \$70,252.24, an increase of \$59,928.28, or 580%. This large increase was due to the fact that this year we returned accumulated dividends to the public insurers, this being the first dividend declared to the public insurers since the Compensation Law became effective.

One of the most creditable facts, as shown by our financial statement, is the increase in investments. At the close of December 31st, 1918, the fund had invested in state bonds and United States Liberty Loan Bonds \$553,800.00, a gain of \$289,000.00, or 109%. The assets of the fund December 31st, 1918, were \$566,050.86, an increase of \$268,747.08 over the previous year, amounting to 93%. Reserve for losses at the close of this period was \$345,068.91, an increase of \$185,023.13, or 115%. The surplus to policyholders, that is, the surplus for catastrophe hazard, has shown a remarkable increase of \$76,320.24, or 130%.

The amendment to the Law which created the two weeks' waiting period, instead of three, as in the original Act, has made quite a material increase in the amount of claim work in this department. From August 1st, 1915, to October 31st, 1917, the fund had 535 claims for compensation. During the past year there have been 405 claims for compensation. From August 1st, 1915, to October 31st, 1917, the fund issued 3,263 vouchers in payment of compensation medical and hospital expense. During the past twelve months, we have had 2,313 vouchers for similar expense, which is a very good indication of the increased amount of claim work in this department.

We consider the substantial growth of the fund due in part to the fact that the employers within the state are having more confidence in the fund on account of its greater financial strength, they feeling that they were not assuming as much liability as they would have by insuring with the fund at its inception. Of course, part of it is due to the large amount of business which we have insured during the past year.

Assets upon December 31st, 1917.....\$293,007.78

INCOME

Premiums Paid:

By Private Employers\$251,115.49

By Public Employers 124,314.07

Total Premiums\$375,429.56

Interest earned 24,093.25

Total Income\$399,522.81

TOTAL\$692,530.59

DISBURSEMENTS

Compensation Paid\$ 42,233.10

Medical Services 9,158.58

Dividends Paid:

To Private Insurers 23,599.32

To Public Insurers 46,652.92

Abatement and return of premiums..... 4,835.81

Total Disbursements..... 126,479.73

BALANCE\$566,050.86

ASSETS

State of Colorado Bonds:

Insurrection, 4%\$ 78,800.00

National Defense, 4½% 275,000.00

U. S. Government Bonds:

Third Liberty Loan, 4¼% 100,000.00

Fourth Liberty Loan, 4¼% 100,000.00

Total Investments\$553,800.00

Cash on Deposit with State Treas-
urer 4,324.74

Accrued Interest on Bonds..... 7,926.12

TOTAL\$566,050.86

LIABILITIES

Reserve for Losses\$345,068.91

Unearned Premiums 29,759.47

Reserve for Dividends Payable 22,963.96

Premium Reserve on Public Funds 17,488.23

Reserve for Unreported Losses 15,985.20

Net Surplus 134,785.09

TOTAL\$566,050.86

A FEW COMPARISONS

In connection with the foregoing Financial Statement, we desire to call your attention to a few interesting comparisons with the 1917 statement:

	1917	1918
Premiums Collected	\$195,450.24	\$375,429.56
Interest Earned	8,699.28	24,093.25
Dividends Paid Private Insurers	10,323.96	23,599.32
Dividends Paid Public Insurers		46,652.92
Medical and Compensation Paid	42,497.24	51,391.68
Investments	264,800.00	553,800.00
Assets	297,303.78	566,050.86
Reserve for Losses	160,045.78	345,068.91
Net Surplus	58,464.85	134,785.09

EXPLANATION

Increase in Premium Income.....	92%
Increase in Interest	195%
Increase in Investments	109%
Increase in Assets	93%
Increase in Reserve for Losses	115%
Increase in Net Surplus	130%

The following record of premiums paid into the Fund since its inception tells a graphic story of the rapidly increasing importance of its position among the Compensation Insurance Carriers of the state:

PREMIUM INCOME

1915	\$ 49,758.19
1916	134,371.41
1917	195,450.24
1918	375,429.56

CHANGES IN PROVISIONS OF THE LAW RELATING TO STATE COMPEN- SATION INSURANCE FUND

The provisions of the Workmen's Compensation Act relating to the State Compensation Insurance Fund which should be amended, are here treated separately.

Section 21 of the Act providing for the collection of delinquent premiums by civil actions is weak. This Section should be amended by giving the employer certain specified time in which to make payment of premium due, and then if premium is not paid at that time, cancellation should follow as of the effective date of the policy. The Act also should be amended so as to show clearly that the fund is to be conducted upon the reserve plan as opposed to the assessment plan, and all reference to assessments should be stricken out, as the whole tenor of the Act shows that the policy was to build up a fund, which from the premiums collected would enable sufficient reserves to be set aside and a surplus built up to take care of all losses which might occur. Provisions for the collections of premiums from public employers should be amended in toto; these provisions are cumbersome and impractical, contradictory to other laws now upon the statute books. The arbitrary premium rate of 1%, which is now assessed against all public employers, should be changed, and the Commission given power to fix rates for public employers in the same way that it now fixes the rates for private employers based upon the risk involved. Certain other minor ambiguities in phrasing and wording should also be cleared up.

All bills for Acts affecting the fund should be carefully scrutinized, as the violent opposition of some of its enemies will undoubtedly prompt attempts to so amend the law as to restrict its activities and defeat the purpose of its creation.

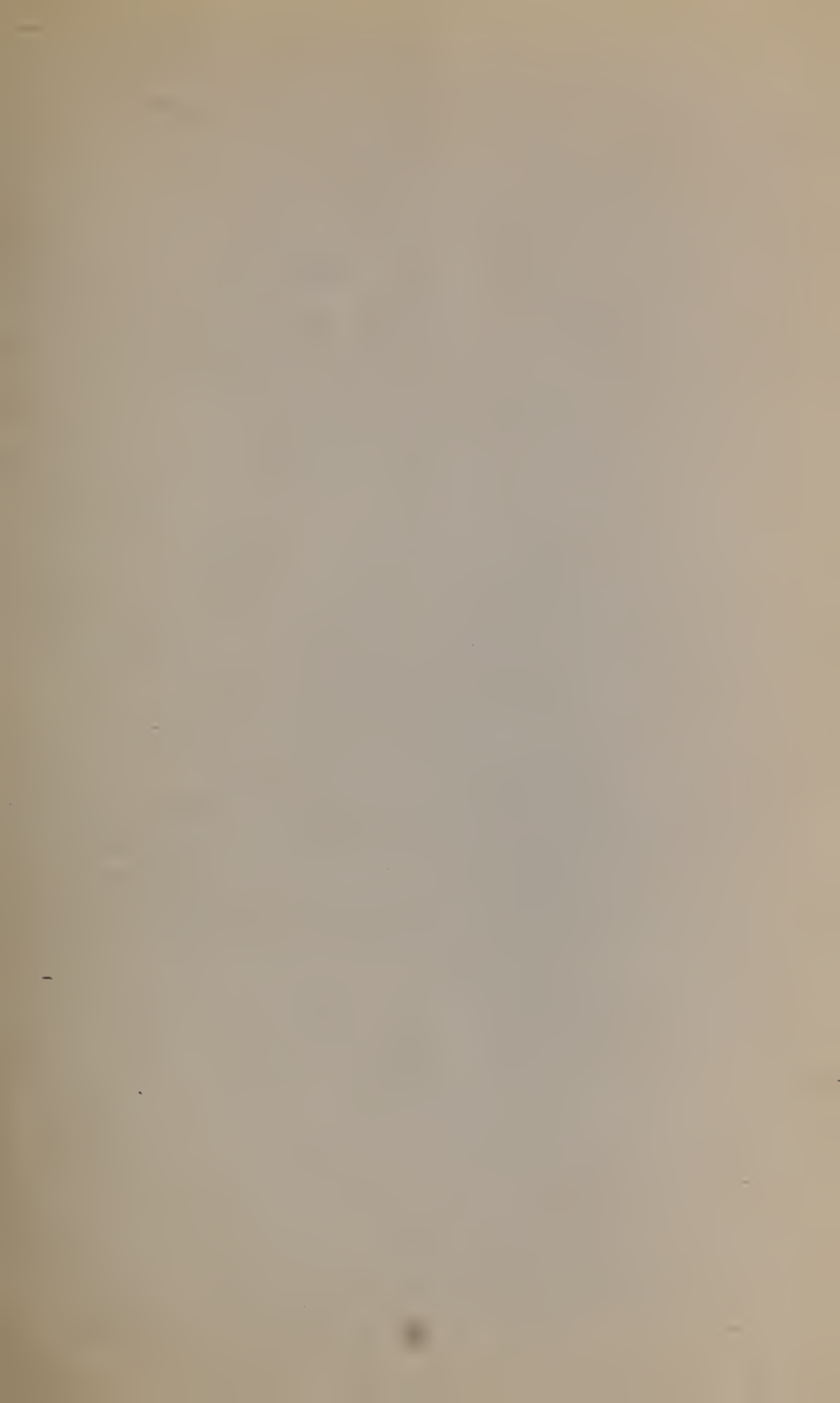
COLORADO MINIMUM WAGE AND LABOR LAW FOR WOMEN AND MINORS

This law was enacted by the 21st General Assembly of this state, and became effective July 20th, 1917. By the Act the Industrial Commission of Colorado was made and constituted a minimum wage commission for the purpose of administering the powers and enforce the duties prescribed by the Act. The Commission, from a careful study of the Act, is convinced that it is right in principle, and that it is practicable and workable. When the Legislature passed this Act in 1917, it appropriated only enough money to pay the salary of the Secretary, authorized to be appointed by the Act. Since the appointment of the Secretary, she has been steadily engaged in collecting information and data from the other states of the Union, in all matters which might be of value or interest to the Commission in the performance of the duties devolved upon it by this statute. The Commission, not having sufficient help to take care of the enormous increase of business in the Compensation, Industrial departments, and State Fund, has been able to use all the spare time of the Secretary of the Wage Commission in important statistical and listing work, necessary for its other departments.

There have been no formal adjudications by the Commission, nor formal investigations since this Act was enacted. At the time it became effective this country had already become an actor in the Great World War, and as a consequence thereof, there was a rapid change in the situation of women and minors. With the voluntary enlistment and drafting of thousands of able-bodied males of this country, the demand for women and minors in the industries grew apace. The position of women as being limited to but a few certain callings, changed, and the employers of the country, through necessity, were compelled to employ women in industries, filling the positions formerly occupied by skilled men. The demand thus created enabled women and minors to demand and receive what was for them unheard of wages. In most cases the women demanded and often received the same wages formerly paid to men, and as a result, the demand exceeded the supply; this being the case, and employers being compelled to go out into the open market and compete for this class of labor, there was no cause for complaint from the classes affected by the Act, and consequently this Commission had had very little practical work to do thereunder. No formal demands or requests

for investigations authorized by the Act were filed. A few isolated individual complaints were received and adjusted without the necessity of any formal proceedings, and a few anonymous complaints were received which could not be verified.

The Commission believes that the Act, as it is now upon the books, is not only practical and workable, but contains many beneficent features, but the incoming Legislature should either appropriate a sufficient amount of money to enable the Commission to properly perform the duties imposed upon it by the Act, or repeal it. We believe that repeal is unwise, because in the reconstruction days following the war, industrial changes of vast importance will undoubtedly ensue, so as to again place women and minors in the position where they may have to seek the protection of the law.



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