

Calendar No. 1333

77TH CONGRESS }
2d Session }

SENATE

{ REPORT
No. 1287

FERD W. MEILE

APRIL 30, 1942.—Ordered to be printed

MR. ELLENDER, from the Committee on Claims, submitted the following

REPORT

[To accompany H. R. 5000]

The Committee on Claims, to whom was referred the bill (H. R. 5000) for the relief of Ferd W. Meile, having considered the same, report favorably thereon with the recommendation that the bill do pass with the following amendments:

Strike out all after the enacting clause and insert in lieu thereof the following:

That jurisdiction is hereby conferred upon the United States District Court for the Eastern District of Michigan to hear, determine, and render judgment, as if the United States were suable in tort, upon the claim of Ferd W. Meile, of Detroit, Michigan, against the United States for loss and damage sustained when his automobile was struck by a truck owned by the United States at Camp Custer Military Reservation near Battle Creek, Michigan, on April 20, 1938.

Sec. 2. Suit upon such claim may be instituted at any time within one year after the enactment of this Act, notwithstanding the lapse of time or any statute of limitations. Proceedings for the determination of such claim, appeals therefrom, and payment of any judgment thereon, shall be in the same manner as in the cases over which such court has jurisdiction under the provisions of paragraph twentieth of Section 24 of the Judicial Code, as amended.

Amend the title of the bill so as to read:

A bill conferring jurisdiction upon the United States District Court for the Eastern District of Michigan to hear, determine, and render judgment upon the claim of Ferd W. Meile, of Detroit, Michigan.

After considering all the facts in this case your committee is of the opinion that the question of damages should be determined by a court of competent jurisdiction, and it is so recommending.

An affidavit by Dr. Donald L. Drummond, dated April 13, 1942, and House Report No. 1721, Seventy-seventh Congress, second session, are appended hereto and made a part of this report.

DONALD L. DRUMMOND, M. D.,
Detroit, April 13, 1942.

STATE OF MICHIGAN,
County of Wayne, ss:

Donald L. Drummond, being first duly sworn, deposes and says that he is a graduate of the University of Nebraska Medical College, class of 1925, and has been continuously engaged in the practice of medicine since said date, and is at present occupying offices in the Fisher Building, Detroit, Mich.; having been duly licensed to practice his profession in the State of Michigan in accordance with the statutes of said State in such case made and provided.

Deponent further says that one Ferd W. Meile has been under his care since May 16, 1938, prior to which date he had been confined in Leila Post Hospital, Battle Creek, Mich., as the result of an accidental occurrence at Camp Custer, Mich., in which he sustained fractures of eight ribs, dislocation of the left scapula, traumatic neurosis, and symptoms indicating a hemathorax; that since resuming his employment the said Ferd W. Meile has made periodical visits to deponent's office for the purpose of undergoing physical examination and for the alleviation of pain caused by the said injuries; that on March 7, 1942, deponent was called to Mr. Meile's residence and found that the said Ferd W. Meile had suffered a hemorrhage from the mouth.

Deponent further says that on April 10, 1942, he again examined Mr. Meile.

Height, 5 feet 11 $\frac{3}{4}$ inches; weight, 186 $\frac{1}{2}$.

General appearance; Well developed and nourished; color, good.

Head and neck: No unusual findings.

Chest: Deformity of the left chest wall; restricted breathing on the left side; percussion note—resonant throughout; no rales. The heart is not enlarged; sounds are pure.

Abdomen: Rounded. Liver, spleen, and kidneys not palpable.

Neurological examination: Shows increased reflexes, no other unusual findings.

Blood pressure: 136/86.

X-ray taken March 3, 1942 shows as follows:

Fluoroscopic examination of the chest showed a good excursion of both diaphragm leaves. There was no enlargement of the heart or aorta. A marked deformity of the left ribs was shown.

Stereoscopic films were made of the chest. Both diaphragm leaves are clear. The old fractures of the left ribs are shown. A large amount of callus is shown about the fragments. Minute calcified areas are shown in the right lung.

Conclusions: There is no evidence of an active parenchymal type of tuberculosis. The calcified areas are suggestive of an old tuberculous process which has been arrested.

Impression: This patient has visited me periodically since his injury in 1938. He has pain and discomfort attendant upon any physical motion or exertion beyond the limits permanently imposed by injuries received in 1938. Notwithstanding, the patient has shown much improvement since first observed. Naturally, there is a residual change from the 1938 rib fractures. On the whole, the patient seems to have accommodated himself fairly well to a restricted form of life in keeping with his physical handicaps.

Further deponent saith not.

DONALD L. DRUMMOOD, M. D.

Subscribed and sworn to before me this 13th day of April A. D. 1942.

LEONARD A. STEELE,

Notary Public, Wayne County, Mich.

My commission expires February 27, 1943.

[H. Rept. No. 1721, 77th Cong., 2d sess.]

The Committee on Claims, to whom was referred the bill (H. R. 5000) for the relief of Ferd W. Meile, having considered the same, report favorably thereon with an amendment and recommend that the bill as amended do pass.

The amendment is as follows:

Strike out all the language after the enacting clause, and insert in lieu thereof:

That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to Ferd W. Meile, of Detroit, Michigan, the sum of \$11,404.67 in full settlement of all claims against the United States for personal injuries and property damage sustained when the automobile he was driving was struck by a truck owned by the United States operated by an employee of the Work Projects Administration on April 20, 1938, at Camp Custer Military Reservation near Battle Creek, Michigan: *Provided*, That no part of the amount appropriated in this Act in excess of 10 per centum thereof shall be paid or delivered to or received by any agent or attorney on account of services rendered in connection with this claim, and the same shall be unlawful, any contract to the contrary notwithstanding. Any person violating the provisions of this Act shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not exceeding \$1,000.

Amend the title so as to read:

A bill for the relief of Ferd W. Meile.

The purpose of the proposed legislation is to pay to Ferd W. Meile of Detroit, Mich., the sum of \$11,404.67, in full settlement of all claims against the United States for personal injuries and property damage sustained when his automobile was struck by a truck owned by the United States at Camp Custer Military Reservation near Battle Creek, Mich., on April 20, 1938.

STATEMENT OF FACTS

On April 20, 1938, Mr. Meile, accompanied by his wife, Rose, was driving in a westerly direction on Betonia Road, a through highway, near the intersection of Betonia Road and Thirtieth Street; that a Government truck, operated by Ted Garske, an employee of the Works Progress Administration, proceeding in a northerly direction on Thirtieth Street, was approaching the intersection of Betonia Road failed to stop in obedience to the through highway warning signs, striking car driven by Mr. Meile near the left rear and with such force as to throw both Mr. and Mrs. Meile through the left-hand door into an adjoining field; that as result of the accident, Mr. Meile suffered property damage to his automobile, clothing, and personal effects, personal injuries, consisting of fracture of nine ribs on the left side, some of said ribs being fractured in several places, collapse of the left lung, lacerations under the left eye, 75 percent permanent partial disability.

The Work Projects Administration, under date of June 17, 1941, reporting on the bill as introduced, conferring jurisdiction upon District Court for the Eastern District of Michigan, finds as follows:

The testimony regarding the speed of Mr. Meile's automobile and as to the question of whether the Work Projects Administration driver stopped at the intersection in obedience to a stop sign before entering the intersection is most conflicting. During the course of a thorough and painstaking investigation, some of the witnesses contradicted their own statements to such an extent that it is not believed that the facts of the matter can be determined from the testimony presently before the Administration.

In view of the foregoing, and inasmuch as Mr. Meile claims that severe damage was inflicted upon his future earning capacity, as well as the extensive personal injury sustained by him, this Administration is of the opinion that the claim can be disposed of in a proper manner by trial before a court of competent jurisdiction, and, therefore, recommends enactment of the proposed legislation. Your committee may desire to limit the amount of the judgment which the court may award.

Your committee, after carefully considering the facts of the case, amended the bill from that of conferring jurisdiction upon the District Court of the Eastern District of Michigan to a bill of direct appropriation of \$11,404.67. The committee amended the bill for the reason that this case was investigated by a board of officers, Camp Custer Civilian Conservation Corps district, Camp Custer, Mich., and under date of July 27, 1939, they notified Mr. Ferd W. Meile, 17701 Mander-son Road, Detroit, Mich., as follows:

The board of officers, convened under authority of paragraph 5, Special Orders, No. 300, current series (1938), dated December 9, 1939, headquarters, Camp Custer Civilian Conservation Corps district, Camp Custer, Mich., to entertain and process the claim of your client, Mr. Fred W. Meile, after deliberation and study of the money value of all items listed in bill of particulars contained therein, recommends the following award of compensation for personal injuries and property damage suffered by the claimant as a result of the accident at Camp Custer, Mich., on April 20, 1938.

This report lists personal injuries in actual medical and hospital expenses of \$1,079.67; loss of earnings, \$1,470.84; loss of future earnings, \$25,932.57; pain and suffering, \$1,000; personal property, \$374.09; making a total award of \$28,957.17.

Your committee concur in the finding of the board, placing liability for the accident upon the negligence of the Government vehicle, but it does not concur in the measure of damages. Therefore, the bill as

amended to the direct appropriation of \$11,404.67 is recommended for the approval of the House.

FEDERAL WORKS AGENCY,
WORK PROJECTS ADMINISTRATION,
Washington, D. C., June 17, 1941.

The Honorable DAN R. MCGEHEE,
Chairman, Committee on Claims,
House of Representatives.

DEAR MR. MCGEHEE: Receipt is acknowledged of your letter of June 13, 1941, enclosing copies of H. R. 5000, a bill conferring jurisdiction upon the United States District Court for the Eastern District of Michigan, to hear, determine, and render judgment upon the claim of Ferd W. Meile, and requesting a report thereon.

The Administration's report is as follows:

The bill proposes to confer jurisdiction upon the United States District Court for the Eastern District of Michigan to hear, determine, and render judgment, as if the United States were suable in tort, upon the claim of Ferd W. Meile, of Detroit, Mich., against the United States for loss and damage sustained when his automobile was struck by a truck owned by the United States at Camp Custer Military Reservation near Battle Creek, Mich., on April 20, 1938.

It appears that, on April 20, 1938, Mr. Ferd W. Meile was proceeding in a westerly direction on Betonia Road, formerly U. S. Highway No. 12, a through highway, near Camp Custer, Mich., at a high rate of speed; that a truck, owned by the Civilian Conservation Corps and operated by an employee of the Works Progress Administration, was proceeding in a northerly direction on Thirtieth Street, at Camp Custer Military Reservation; and that the two vehicles collided in approximately the northeast quadrant of the intersection, causing considerable damage to Mr. Meile's automobile and physical injury to Mr. Meile and his wife, a passenger in his automobile.

The testimony regarding the speed of Mr. Meile's automobile, and as to the question of whether the Works Progress Administration driver stopped at the intersection in obedience to a stop sign before entering the intersection, is most conflicting. During the course of a thorough and painstaking investigation, some of the witnesses contradicted their own statements to such an extent that it is not believed that the facts of the matter can be determined from the testimony presently before the Administration.

In view of the foregoing, and inasmuch as Mr. Meile claims that severe damage was inflicted upon his future earning capacity, as well as the extensive personal injury sustained by him, this Administration is of the opinion that the claim can be disposed of in a proper manner by trial before a court of competent jurisdiction and, therefore, recommends enactment of the proposed legislation. Your committee may desire to limit the amount of the judgment which the court may award.

Sincerely yours,

CORRINGTON GILL, Assistant Commissioner.

BOARD OF OFFICERS,
CAMP CUSTER CIVILIAN CONSERVATION CORPS DISTRICT,
Camp Custer, Mich., July 27, 1939.

Subject: Notice of award in compliance with paragraph 8e, AR-35-7020.

To: Mr. Ferd W. Meile, 17701 Manderson Road, Detroit, Mich. (through Leo J. Black, attorney and counselor at law, 18624 Woodingham Drive, Detroit, Mich.).

1. The board of officers convened under authority of paragraph 5, special orders No. 300, current series (1938), dated December 9, 1938, Headquarters, Camp Custer Civilian Conservation Corps district, Camp Custer, Mich., to entertain and process the claim of your client, Mr. Ferd W. Meile, after deliberation and study of the money value of all items listed in bill of particulars contained therein, recommends the following award of compensation for personal injuries and prop-

erty damage suffered by the claimant as a result of the accident at Camp Custer, Mich., on April 20, 1938:

Personal injuries.....	\$1, 079. 67
To claimant and wife (same as set forth in par. 1a, p. 1, bill of particulars).	
Loss of earnings.....	1, 470. 84
(Same as set forth in par. 1b p. 2, bill of particulars).	
Loss of future earnings.....	25, 932. 57
(Reduction from 1 c (4), p. 2, bill of particulars, and based on partial permanent disability of 20 per centum).	
Claimant's pain and suffering.....	1, 000. 00

Total.....	28, 583. 08
Personal property.....	374. 09

As set forth in statement of claim (Captain Bryant stated by phone July 28, 1939 that this item had been omitted through clerical error, and O. K'd its inclusion).

Grand total.....	28, 957. 17
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2. You are informed that under the provisions of paragraph 8e, Army Regulations 35-7020, the claimant will be advised that the recommendations of award made by the board is subject to approval or disapproval by higher authority, and that a statement in writing will be obtained from him and forwarded to the board with the least practical delay, as to whether or not he will accept the award, if finally approved by competent authority, in full satisfaction of his claim, and if not, as to his reasons for not accepting.

3. It is requested that the statement of the claimant be expedited.

NILES BRYANT, Jr.,
Captain, Infantry-Reserve,
President, Board of Officers.

THE CLAIM OF FERD W. MEILE AGAINST THE UNITED STATES GOVERNMENT, WAR
DEPARTMENT

To the OFFICER COMMANDING,
Headquarters, Camp Custer, Mich.

The claim of Ferd W. Meile, 17701 Manderson Road, Detroit, Mich., for personal injuries and property damage resulting from an accident on April 20th, 1938, at the intersection of Betonia Road (also known as old U. S. 12) and Thirtieth Street, Camp Custer, Mich., in which the automobile owned and operated by said claimant and a Government owned truck were involved, is herewith respectfully submitted.

The claimant says that he resides in the city of Detroit, Wayne County, Mich. and is employed in the capacity of sales representative by Rollway Bearing Co., a New York corporation, of Syracuse, N. Y., and that he is the owner of 1938 Ford Tudor De Luxe sedan (hereinafter referred to as "the Ford") bearing 1938 Michigan License No. 18632.

That on April 20, 1938, at or about the hour of 12 o'clock noon, while in the regular course of his employment, the claimant herein, accompanied by his wife, Rose, was operating said Ford in a westerly direction on Betonia Road (also known as old U. S. 12), a through highway, near the intersection of said Betonia Road and Thirtieth Street, Camp Custer, Mich., in a prudent, lawful, and proper manner, and with due regard to the traffic conditions then and there existing.

That at the time and place aforesaid, one Theodore A. Garske, of 591 Portage Street, Kalamazoo, Mich., alleged to be a Work Projects Administration worker transferred to the United States War Department and working under the direction and control of Army headquarters, Camp Custer, Mich., was operating United States Civilian Conservation Corps truck bearing license No. 13788 in a northerly direction on Thirtieth Street in the vicinity of said intersection in a highly dangerous, reckless and negligent manner; that said Betonia Road is designated as a through highway by official warning signs erected by the Department of Highways for the State of Michigan, notifying drivers of vehicles on said Thirtieth Street to come to a stop before entering upon said highway.

That as both said vehicles approached the point of intersection aforesaid, said Ford was on its own proper side of the highway and was being operated by claimant with due care and diligence and without negligence in any manner or degree;

that claimant had observed said truck and said stop signs on said Thirtieth Street, and had a right to assume, and did assume, that said truck would come to a stop as required by law before entering upon said through highway; that the said Ted Garske not only failed to bring said truck to a stop as required by law but propelled it across said through highway at a highly excessive and dangerous rate of speed and with a criminal disregard for the safety of others then and there lawfully upon said through highway, causing said truck to collide with the left rear end of said Ford with such force and violence that claimant and his wife were thrown through the left-hand door of said Ford into an adjoining field.

That it was the duty of the said Ted Garske to operate said truck then and there and at all times in a careful, prudent, lawful, and proper manner, without negligence, and with due regard to the statutes of the State of Michigan governing the operation of such trucks on the public highways of said State, and to operate said truck with due regard to the rights and safety of others then and there lawfully upon said highway; that notwithstanding his said duties, the said Ted Garske operated said truck contrary to and in violation of the laws of the State of Michigan governing the use and operation of trucks upon the highways of said State, without having said truck under full and proper control, without having due regard for the then and there existing right of way of this claimant and the Ford automobile which he was lawfully operating upon said highway.

That the negligence of the said Ted Garske consisted in operating said truck contrary to the statutes of the State of Michigan at a high, dangerous, and unlawful speed in view of traffic conditions then and there existing, in failing to bring said truck to a stop before entering upon a highway lawfully designated as a through highway by authority of the State of Michigan, and in failing to heed and obey the lawfully erected traffic signs of said State then and there within his range of vision.

That claimant was then and there operating the said Ford in a careful, prudent, and wholly reasonable manner, on the proper side of the highway for west-bound traffic, and in the exercise of such due diligence and care as the place and circumstances and the statutes of the State of Michigan required, and that claimant was at all times free from contributory negligence in the premises.

That in consequence of the negligence and gross negligence of the said Ted Garske, claimant suffered great and serious injuries to his person, necessitating his confinement in the Leila Y. Post Montgomery Hospital, Battle Creek, Mich., from April 20 to May 16, 1938, a period of 27 days; that thereafter claimant was transported to his residence, Detroit, Michigan, by ambulance, and there remained under constant medical and nursing care until June 20th, 1938, a period of 34 days; that from June 20 to July 23, 1938, claimant attempted to resume his business duties and attended his office in Detroit, Michigan, for periods of not more than 4 hours per day; that thereafter, upon the advice of his physician, claimant was away upon a vacation until August 15, 1938, on which date he resumed his occupation of sales representative. Further, that in consequence of the negligence of the said Ted Garske as aforesaid, claimant suffered property damage to his automobile, clothing and personal effects, all of which is more particularly described in the bill of particulars attached hereto and made a part hereof.

That claimant's injuries as aforesaid consisted of fractures of nine ribs on the left side, some of said ribs being fractured in several places, collapse of the left lung, laceration under the left eye, shock, etc., resulting in a high degree of partial permanent disability, as is more particularly described in the several duly verified medical reports and affidavits attached hereto and made a part hereof.

That as a direct result of said injuries, claimant has undergone constant pain and suffering, and will continue to undergo pain and suffering for the remainder of his life; that said claimant's prognosis is most discouraging, present indications pointing to several surgical operations in the future for relief of the most severe pain, while the deformed condition of his chest is already considered by competent medical opinion to be of a permanent nature; that at a hearing on October 24, 1938, before the State industrial commission, Buffalo, N. Y., held pursuant to the workmen's compensation laws of the State of New York, being the case of *Ferd W. Meile v. Rollway Bearing Company*, and No. 63803260 on the files of said commission, the board medical examiner, Francis J. Haley, M. D., found that claimant's injuries as herein complained of have resulted in a 75 percent partial disability; that a further examination of said claimant was made on said date by Dr. B. Robert Bass, also a member of said board of medical examiners, who found

that claimant had a high degree of partial disability; that on said date, at the request of the representative for Hudson-Mohawk Mutual Casualty Co., of Albany, N. Y., the insurance carrier for said Rollway Bearing Co., a further examination of said claimant was made by Dr. J. Herbert Donnelly, 293 Linwood Avenue, Buffalo, N. Y., in compliance with the recommendation of the said medical examiner, Dr. Francis J. Haley, that a report by a specialist in pulmonary diseases should be submitted; that the said Dr. J. Herbert Donnelly ordered further X-ray films to be taken, and that as a result of his examination of claimant and said X-ray films, the said Dr. J. Herbert Donnelly has reported that he agrees with the findings of the board medical examiner, Dr. Francis J. Haley, that a 75 percent partial disability exists; further, that the said Drs. B. Robert Bass and J. Herbert Donnelly have since stated that it is their considered opinion that claimant has a 75 percent partial permanent disability, their affidavits to this effect being attached hereto.

Photostatic copies of the following certified medical reports and affidavits as to the degree of partial permanent disability sustained by claimant are attached hereto and made a part hereof:

Dr. R. J. Campbell, 1001 Security Bank Building, Battle Creek, Mich.: Medical report.

Dr. Donald L. Drummond, 968 Fisher Building, Detroit, Mich.: Medical report and opinion of 30 percent disability.

Dr. O. J. Shore, 552 Fisher Building, Detroit, Mich.: Report of X-ray examination.

Dr. Francis J. Healey, Medical Examiner, bureau of workmen's compensation, Department of Labor, Buffalo, N. Y.: Medical report of examination made on behalf of Industrial Commission, State of New York.

Dr. B. Robert Bess, 200-206 Lafayette Building, Buffalo, N. Y.: Medical report. Affidavit of 75 percent partial permanent disability.

Dr. Sidney H. Levy, 33 Allen Street, Buffalo, N. Y.: Report of X-ray examination.

Dr. J. Herbert Donnelly, 293 Linwood Avenue, Buffalo, N. Y.: Medical report. Affidavit of 75 percent partial permanent disability.

Four X-ray films taken at Battle Creek, Mich., and one X-ray film taken by the said Dr. O. J. Shore, Detroit, Mich., are in the possession of Leo J. Black, attorney for claimant, 18624 Woodingham Drive, Detroit, Mich., and further X-ray films taken at Buffalo, N. Y., are in possession of Dr. Sidney H. Levy, 33 Allen Avenue, Buffalo, N. Y., and may be viewed at said places or will be produced for examination, as directed.

Wherefore, claimant respectfully petitions that he be compensated for the expenditures incurred for medical and hospital care, property damage, loss of earnings, impaired future earning capacity, and for his pain and suffering, in a total sum of seventy-nine thousand twenty-two and 30/100 (\$79,022.30) dollars.

FERD W. MEILE.

LEO J. BLACK,
Attorney for Claimant,
Detroit, Mich.

STATE OF MICHIGAN,
County of Wayne, ss:

On this 8th day of December A. D. 1938, before me a notary public in and for said county and State, personally came Ferd W. Meile, who, being duly sworn, deposes and says that he has read the foregoing form of claim by him subscribed that the contents thereof are true of his own knowledge except those matters therein stated to be on information and belief, and as to those matters he believes it to be true.

RAYMOND C. FORKINS,
Notary Public, Wayne County, Mich.

My commission expires August 27, 1940.

BILL OF PARTICULARS

Personal injuries:

(a) Medical and nursing care:

Dr. R. J. Campbell, 1009 Security Bank Bldg., Battle Creek, Mich., professional services rendered claimant at Leila Post Hospital-----	\$213. 00
Leila Post Hospital, Battle Creek, Mich., April 20 to May 16, 1938-----	254. 65
Nursing services rendered claimant:	
Ruth H. Richmond-----	\$30. 00
Helen M. Moore-----	179. 85
Ardyce J. Hart-----	105. 00
Lisette Widmayer-----	95. 00
Hazel A. McDaniel-----	56. 00
	465. 85
Dr. Donald L. Drummond, 968 Fisher Bldg., Detroit, Mich-----	70. 17
Dr. Henry Thon, 1015 Lafayette Bldg., Detroit, Mich-----	24. 00
Dr. O. J. Shore, 552 Fisher Bldg., Detroit, Mich-----	10. 00
Drugs and sundries-----	14. 50
Dr. William R. Clinton, 113 Martin Place, Detroit, Mich-----	10. 00
	1, 062. 17

The above expenses totaling \$1,062.17 have been paid or incurred by Hudson-Mohawk Mutual Casualty Co., 75 State Street, Albany, N. Y., as per its statement of bills attached hereto and made a part hereof. Said company is the insurance carrier for claimant's employer, Rollway Bearing Co., Syracuse, N. Y., under the Workmen's Compensation Laws of the State of New York, which provide that the insurance carrier has a lien for such expenses [as well as the amount of any compensation award] against any recovery secured by the claimant from a third party.

Additional expenses for examination made by Dr. J. Herbert Donnelly, and X-ray films taken by Dr. Sidney H. Levy, are to be paid by said insurance carrier.

Hospital expenses incurred by claimant for services rendered his wife, Rose, who sustained bruises and shock as a result of the same accident, as per receipted statement attached hereto----- 17. 50 |

(b) *Loss of earnings.*—Based upon claimant's earnings for the year 1937 in the sum of \$5,423, or a daily average of \$14.857:

Apr. 21 to June 19, 1938, both inclusive, during which period claimant was totally incapacitated, 60 days, at \$14.857 per day-----	891. 42
June 20 to July 23, 1938, both inclusive, during which period claimant attended his office for not more than 4 hours per day, 34 half-days, or 17 days, at \$14.857 per day-----	252. 57
July 24 to Aug. 14, 1938, both inclusive, during which period claimant had been ordered by his physician, Dr. Donald L. Drummond, to take a vacation 22 days, at \$14.857 per day-----	326. 85
	1, 470. 84

Personal injuries—Continued.

(c) <i>Loss of future earnings</i> .—Based upon claimant's impaired earning capacity and computed from the following data:	
1. Claimant's present age of 47 years.	
2. Claimant's life expectancy of 23.08 years as given in the Table of Mortality Based on American Experience, being sec. 12397, Compiled Laws of the State of Michigan, 1929.	
3. Claimant's partial permanent disability of 60 percent, this being the average of the percentages of permanent disability given by the various doctors whose affidavits are attached hereto.	
4. Claimant's personal earnings for the year 1937, viz, \$5,423	\$75,097.70
(d) Claimant's pain and suffering	1, 000. 00
Personal property:	
Repair of claimant's automobile as per receipted statements of Hall-Dodds Co., 3140 Grand River Ave., Detroit, Mich., attached hereto, showing payment of the sum of \$216.09 by Detroit Automobile Inter-Insurance Exchange, of Detroit, Mich., insurer of claimant, and payment of the sum of \$50 by claimant. In accordance with the terms of a certain policy of collision insurance, said insurer, as subrogee of claimant, claims a lien against any sum recovered from a third party, as per the subrogation receipt hereto attached.	266. 09
1 suit of clothes purchased December 1937	\$65
Less salvage value	20
	45. 00
1 top coat purchased October 1937	\$50
Less salvage value	25
	25. 00
1 paid eyeglasses to replace those broken in said accident, including temporary and permanent lenses and examinations, as per receipted charge slips from Henry Ford Hospital, Detroit, Mich., attached hereto	38. 00
Total	79, 022. 30

BILLS IN THE CASE OF FERD. W. MEILE *vs.* ROLLWAY BEARING

APRIL 26, 1938.

FOR PROFESSIONAL SERVICES RENDERED MR. FERDINAND MEILE, LELIA HOSPITAL,
BATTLE CREEK, MICH.

From Apr. 20, 11 p. m., to Apr. 26, 4 a. m.:

6 nights, at \$5 per night \$30 |On account 5 |Balance 25 |

RUTH H. RICHMOND.

Paid May 2, 1938, check No. 2866, \$30 Rollway Bearing Co., F. Black.

APRIL 28, 1938.

From Apr. 21 to 27, inclusive: 7 days, 8 hours' duty, at \$5 \$35 |HELEN M. MOORE, *Battle Creek, Mich.*

Paid May 2, 1938, check No. 2865, \$35, Rollway Bearing Co., F. Black.

APRIL 28, 1938.

From Apr. 21 to 27, inclusive: 7 days, 8 hours' duty at \$5 \$35 |ARDYCE J. HART, *Battle Creek, Mich.*

Paid May 2, 1938, check No. 2864, \$35, Rollway Bearing Co., F. Black.

MAY 4, 1938.

From Apr. 27 to May 4, 1938: 7 nights, 8 hours' duty----- \$35
 LISETTE WIDMAYER.

Paid May 6, 1938, check No. 2900, \$35, Rollway Bearing Co., F. Black.

MAY 4, 1938.

From Apr. 28 to May 4, 1938, inclusive, 7 days, 8-hour duty, at \$5----- \$35

MISS ARDYCE J. HART,
 Goguwac Lake, Battle Creek, Mich.

Paid May 6, 1938, check No. 2899, \$35, Rollway Bearing Co., F. Black.

MAY 4, 1938.

From Apr. 28 to May 4, inclusive, 7 days, 8-hour duty (7 to 3), at \$5----- \$35

HELEN M. MOORE, Battle Creek, Mich.

Paid May 6, 1938, check No. 2901, \$35, Rollway Bearing Co., F. Black.

MAY 11, 1938.

From Apr. 28 to May 11, inclusive:

14 days, 8-hour duty, at \$5----- \$70
 Reduced to cover period May 5 to May 11----- 35

HELEN M. MOORE, Battle Creek, Mich.

Paid May 13, 1938, check No. 2963, \$35, Rollway Bearing Co., F. Black.

MAY 11, 1938.

From Apr. 27 to May 10, inclusive:

14 nights, 8-hour duty (11 to 7), at \$5----- \$70
 Reduced to cover period May 4 to May 10----- 35

LISETTE WIDMAYER.

Paid May 13, 1938, check No. 2965, \$35, Rollway Bearing Co., F. Black.

MAY 11, 1938.

From Apr. 28 to May 11, inclusive 14 days—8-hour duty (3 to 11) at \$5.00_ \$70.00
 Reduced to cover period May 5 to May 11----- \$35.00

Paid May 13, 1938, check No. 2964, \$35, Rollway Bearing Co., F. Black.

ARDYCE J. HART, Battle Creek, Mich.

These bills totaling \$310 reimbursed to Rollway Bearing Co. May 17, 1938,
 check No. S943, Hudson Mohawk Mutual Casualty Co.

MAY 16, 1938.

From May 11 to May 15, inclusive: 5 nights, 8-hour duty, at \$5----- \$25

LISETTE WIDMAYER, Battle Creek, Mich.

Paid in full May 18, 1938, check No. 3022, \$25, Rollway Bearing Co., F. Black.

MAY 15, 1938.

From May 12 to May 15, inclusive, 4 days, 8-hour duty, at \$5----- \$20

HELEN M. MOORE, Battle Creek, Mich.

Paid in full May 18, 1938, check No. 3023, \$20, Rollway Bearing Co., F. Black.

MAY 23, 1938.

From May 12 to May 21, inclusive:

10 days, 8-hour duty, at \$5----- \$50.00
 Transportation home----- 4.85

Total----- 54.85

Paid in full May 24, 1938, check No. 3563, \$54.85, Rollway Bearing Co., F. Black.

(These bills totaling \$99.85 reimbursed to Rollway Bearing Co., May 31, 1938,
 check No. S974, Hudson Mohawk Mutual Casualty Co.)

MAY 16, 1938.

Mr. F. W. MEILE,
Detroit, Mich.

LEILA Y. POST MONTGOMERY HOSPITAL (CONDUCTED BY SISTERS OF MERCY)

Apr. 20 to 26, at \$7-----	\$42. 00
Apr. 26 to May 16, at \$5-----	100. 00
Hospital room and care:	
Dressings-----	3. 35
Pharmacy-----	36. 85
Laboratory, urine, 2 cts, Kahn-----	8. 00
X-ray:	
Chest-----	10. 00
Shoulder-----	10. 00
Dorsal spine-----	10. 00
First aid-----	1. 00
Carbon dioxide and oxygen-----	15. 00
Glucose-----	18. 45
Total -----	254. 65

Paid June 28, 1938, check No. S1025, \$254.65, Hudson Mohawk Mutual Casualty Co.

JUNE 1, 1938.

For professional services, Mr. F. W. Meile:

House calls:	
May 16-----	\$5
May 19-----	5
May 22 (Sunday)-----	10
May 27-----	5
Total -----	25

DONALD L. DRUMMOND,
Detroit, Mich.

Paid July 6, 1938, check No. S1029, Hudson Mohawk Mutual Casualty Co.

MICHIGAN COMPENSATION SERVICE,
Detroit, Mich.

For nursing service rendered to Ferd W. Meile from May 30 to June 5 (inclusive)----- \$28

Yours very truly,

HAZEL A. MCDANIEL.

Paid by F. W. Meile June 5.

MAY 29, 1938.

MICHIGAN COMPENSATION SERVICE,
Detroit, Mich.

For nursing service rendered to Ferd W. Meile from the 23d to the 29th of May, inclusive----- \$28. 00

HAZEL A. MCDANIEL, *Detroit, Mich.*

Paid in full by Mr. Meile.

Cash slips from the Schettler Drug Co., Detroit, Mich., paid by Mr. Meile:

June 3:	
4 ounces Urolithia-----	\$0. 75
1 Irradol A-----	2. 79
Tax-----	. 11
	3. 65
June 1:	
1 Fellows Syrup-----	1. 50
24 Ventrox Caps-----	. 60
24 Nembuttal-----	1. 50
Tax-----	. 11
	3. 71

Cash slips from the Schettler Drug Co., Detroit, Mich., paid by Mr. Meile—Continued.

May 23:

Nembuttal Caps-----	\$1. 35
1 Oil Wintergreen-----	. 45
1 Ben Gay-----	. 59
Tax-----	. 07

2. 46

May 17:

R7-57874-----	1. 00
Allonal-----	. 79
Tax-----	. 05

1. 84

May 22:

Fellows Syrup-----	1. 50
Tax-----	. 05

1. 55

Cash slip R. L. McCabe, 8700 Grand River Ave., Detroit, Mich:

May 28:

Bottle outfit-----	1. 25
Tax-----	. 04

1. 29

(Mr. Meile reimbursed in the amount of \$70.50 by the Rollway Bearing Co., who were in turn reimbursed July 6, 1938, check No. 81030—\$70.50—Hudson Mohawk Mutual Casualty Co.)

Oct. 1, 1938, for professional services, Mr. F. W. Meile:

Apr. 27, phone call (Battle Creek)-----	\$1. 55
June 1, fluoroscopy and examination-----	5. 00
June 8, urinalysis and examination-----	4. 00
June 25, fluoroscopy-----	5. 00
July 9, examination-----	3. 00
July 13, X-rays-----	10. 00
July 15, examination and fluoroscopy-----	5. 00
July 20, examination-----	3. 00
Sept. 16, fluoroscopy-----	5. 00

47. 55

Less 5 percent-----

2. 38

45. 17

Dr. DONALD L. DRUMMOND,

Detroit.

Paid by Hudson Mohawk Mutual Casualty Co., Cheque No. S 220 dated November 1, 1938.

OCTOBER 10, 1938.

June 27 to 29 and July 1, 8, 12, 14, and 21----- \$24

Mr. Meile came to me through the suggestions of Dr. Drummond to clear up conditions that developed due to the accident and he advised me to send the bill to you. If there is any question about it kindly advise me or Mr. Meile.

Dr. THON.

Dr. HENRY THON,

Detroit, Mich.

To be paid by Hudson Mohawk Mutual Casualty Co.

OCTOBER 25, 1938.

Examination of chest on Sept. 21 and Oct. 11, ordered by Dr. Drummond. \$10

Dr. WILLIAM R. CLINTON,

Detroit.

To be paid by Hudson Mohawk Mutual Casualty Co.

OCTOBER 31, 1938.

Services Oct. 21, 1938----- \$10

To Drs. Minor & Shore, Detroit, to be paid by Hudson Mohawk Mutual Casualty Co.

Medical bills received in addition to those already reported.

DONALD L. DRUMMOND, M. D.,
Detroit, December 1, 1938.HUDSON MOHAWK INSURANCE CO.,
Albany, N. Y.

For professional services: Mr. F. W. Meile:

Nov. 1. Balance----- \$2.38
19. Fluoroscopic examination----- 5.00

7.38

(This statement is net. There is no "professional discount" to be deducted.)

BATTLE CREEK, MICH., July 1, 1938.

Mr. FERD MEILE,
17701 Manderson Road, Detroit, Mich.

Leila Y. Post Montgomery Hospital (conducted by Sisters of Mercy):

1 night, at \$5----- \$5.00
5 nights, at \$2.50----- 12.50

17.50

(Mrs. Meile's stay at hospital.)

Paid July 7, 1938.

B. M. C.

STATEMENT

HALL-DODDS Co.,
Detroit, Mich.

To Detroit Auto International Insurance Co.:

June 2, S 8811—Fred W. Meile----- \$177.09
S 101—Fred W. Meile----- 2.64
June 15, S 9612—Fred W. Meile----- 33.30
June 16, S 9807—Fred W. Meile----- 3.66
June 29, S 1726—Fred W. Meile----- 49.40

266.09

50.00

216.09

Paid July 13, 1938.

HALL-DODDS Co.,
By D. COLLINS.

No. 3241

DETROIT, MICH., June 17, 1938.

HALL-DODDS Co.,
8901 Woodward Avenue, Madison 7417:

Received of F. W. Meile (apply on Jefferson adjustment account), check, \$50.

HALL-DODDS Co.,
By C. FLEMING.

DRS. MINOR AND SHORE

DETROIT

STATE OF MICHIGAN,
County of Wayne, ss:

O. J. Shore, being first duly sworn, deposes and says that he is a graduate of the University of Western Ontario, London, Province of Ontario, Dominion of Canada, in the year 1917, and has been continuously engaged in the practice of

medicine and surgery since said date; that he is legally licensed to practice his profession in the State of Michigan in accordance with the statutes in such case made and provided by said State, and that for the past 18 years he has specialized in radiology.

Deponent further says that on September 30, 1938, at the request of Dr. Donald L. Drummond, of Detroit, Mich., he examined one Ferd W. Meile, and that he reported the results of said examination to the said Dr. Drummond as follows:

The report of the roentgen examination of Mr. F. W. Meile is as follows: Stereoscopic films were made of the left shoulder girdle and left ribs. These show fractures of the third, fourth, fifth, sixth, seventh, eighth, ninth, and tenth ribs from one to two and one-half inches from the spine. The third, fourth, fifth, and sixth ribs also show fractures near the anterior ends. The middle fragments of these fractures are displaced medially. There is a marked displacement of the posterior end of the anterior fragment of the seventh rib. The fragments of the eighth rib show a marked overriding. The left lateral chest wall shows a partial collapse as result of the displacement of the fragments. A considerable amount of callus has formed about the fragments. The union has not been entirely completed as yet.

Further deponent saith not.

O. J. SHORE.

Subscribed and sworn to before me this 21st day of October A. D. 1938.

LEONARD A. STEELE,
Notary Public, Wayne County, Mich.

My commission expires March 3, 1939.

STATE OF MICHIGAN,
County of Wayne, ss:

Donald L. Drummond, being first duly sworn, deposes and says that he is graduate of the University of Nebraska Medical College, class of 1924, and has been continuously engaged in the practice of medicine since said date, occupying offices in the Fisher Building, Detroit, Mich., for the past 6 years, and that he is legally licensed to practice his profession in the State of Michigan in accordance with the statutes in such case made and provided by said State.

Deponent further says that one Ferd W. Meile has been under his care since May 16, 1938, prior to which date the said Ferd W. Meile had been confined in Leila Post Hospital, Battle Creek, Mich.; that from his examination of said patient, deponent found that said patient had suffered fractures of eight ribs on the left side, dislocation of left scapula, traumatic neurosis, and numerous contusions; that his left scapula was elevated 1½ inches more than the right, causing loss of mobility in the left arm.

Deponent further says that X-rays taken of said patient's chest show an abnormal position and union of the fractured ribs and abnormal position of the scapula, and that in his opinion the injuries to the chest are somewhat permanent in character.

Deponent further says that while it is difficult to state in terms of percentage a person's disability, any statement of this sort being a relative statement, nevertheless having in mind that said patient's occupation necessarily involves travel, deponent is of the opinion that the said Ferd W. Meile is about 30 percent disabled at this time, and that while it is difficult to state what his future disability might be, his prognosis is far from encouraging.

Further deponent saith not.

DONALD L. DRUMMOND, M. D.

Subscribed and sworn to before me this 21st day of October, A. D. 1938.

LEONARDA STEELE,
Notary Public, Wayne County, Mich.

My commission expires March 3, 1939.

BUFFALO, N. Y., October 25, 1938.

For duplicate report to Hudson Mohawk Mutual Gas Co.
Re Ferdinand Meile vs. Rollway Bearing Co., patient injured April 20, 1938.

Dr. HERBERT J. DONNELLY,
Buffalo, N. Y.

DEAR DOCTOR: Fluoroscopic and radiographic examination of the chest taken in the antero-posterior, oblique, as well as two sets of stereoscopic films taken in the postero-anterior position, shows the following.

Ribs: Left side, there are present complete fractures of the third, fourth, fifth, sixth, seventh, eighth, ninth, and tenth ribs on the left side near the axillary line. The fractures in the sixth and seventh ribs are comminuted. All of the ribs show evidence of some displacement of fragments, but the most marked displacement is seen in the seventh and eighth ribs. In these ribs the fragments do not approximate each other.

Left lung: There is present an area of increased density occupying the entire periphery of the left lung. This is undoubtedly due to thickening of the pleura. The remaining portion of the lung was aerated and failed to show evidence of a tuberculous or other diseased process.

Right lung: Was well aerated and failed to show evidence of a tuberculous or other diseased process.

Diaphragms: Were normal in position and freely movable.

Heart and aorta: Were normal in size, shape, position, and pulsations.

Conclusions: Fractures of the third to tenth ribs, inclusive. Thickening of the pleura at its periphery.

Thanking you for kindly referring this patient, I am

Sincerely yours,

SIDNEY H. LEVY.

Sworn to and subscribed before me this 25th day of October 1938.

VERONICA H. GORMAN, Notary.

STATE OF MICHIGAN,
County of Calhoun, ss:

R. J. Campbell, being first duly sworn, deposes and says that he is a graduate of the University of Indiana, class of 1932, and has been continuously engaged in the practice of medicine and surgery since said date, occupying offices at 1009 Security Bank, Battle Creek, Mich., for the past 4 years, and that he is legally licensed to practice his profession in the State of Michigan in accordance with the statutes in such case made and provided by said State.

Deponent further says that one Ferd W. Meile, 17701 Manderson Road, Detroit, Mich., was under his care from April 20 to May 16, 1938, during which period the said Ferd W. Meile was a patient in the Leila Post Hospital, Battle Creek, Mich., and that the said patient's medical history, insofar as he was under deponent's care, is as follows:

I treated Mr. Meile March 20, in Leila Hospital, Battle Creek, Mich., following an automobile accident. Said person was in a state of shock and was not rational until several hours after emergency treatment was instituted. He complained of severe pain in his left chest and had a laceration over his left eye. Numerous bruises were already in evidence. X-ray examination disclosed fractures of most of his ribs on the left side with considerable displacement. He was expectorating blood-tinged fluid which suggested a perforation. A large hemotoma extended over most of his right thoracic and filled the concavity caused by the depressed fractures in the ribs on that side. His chest was immobilized. Later an incision was made and the hemotoma was evacuated. Stimulants were required for 7 days. It was necessary to feed Mr. Meile intravenously during that time.

X-ray examination revealed the heart to be displaced to the right. This probably explains the poor character of his pulse. His progress was rather slow. He ceased to cough blood-tinged sputum. His left chest was immobilized about a month. Gradually he became able to consume food and was permitted to change his position and to sit up.

The laceration over his eye was cleaned, debrided, sutured, and dressed. Same healed with very little scarring.

A permanent deformity of his left chest will always be present. He was sent to complete his convalescence under the care of his family physician, Dr. Drummond, in Detroit.

When he left my care it was questionable how complete his recovery might be. I sincerely hope that he is able to work again.

Further deponent saith not.

R. J. CAMPBELL, M. D.

Subscribed and sworn to before me this 16 day of November A. D. 1938.

EDITH M. SHERWOOD,

Notary Public, Calhoun County, Mich.

My commission expires December 7, 1941.

Mr. MALONE,

Ford Motor Co.,

Fuhrmann Boulevard, Buffalo, N. Y.

DEAR SIR: At your request I examined the above claimant at the Department of Labor on October 24, 1938.

History: On April 20, 1938, as result of a collision sustained injury to the left chest and the left upper extremity and also sustained injury to the left side of the face.

Alleges to have fractured 11 ribs in left chest. Developed hemothorax with collapse of the left lung.

Also alleges to have been momentarily unconscious following the injury.

States that for 1 week following the injury noticed blood in his urine.

X-rays taken on April 20, 1938, showed evidence of fractures of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and eleventh ribs. The fractured ribs show evidence of marked displacement and rotation of the fragments. There is also evidence of what appears to be a collapse of the upper portion of the left lung with cloudiness in the lower portion of the left lung suggestive of a hemothorax.

Subsequent X-rays dated September 30, 1938, show the only fractures to be healed at the present time are the third, tenth, and eleventh ribs with some deformity. The rest of the fractured ribs are still ununited and in mal position.

There is still noted collapse of the left lung.

Present complaints: 1. Pain in left chest; 2. pain and inability to fully function the left upper extremity.

Examination: Claimant is up and about, does not appear acutely ill.

No defect in station or gait.

Head and neck negative except for a 1-inch well-healed scar about the left lower orbital region.

Chest—some flattening noted about the entire left side of the chest. Chest expansion is considerably diminished. There is considerable lagging noted about the left chest on attempted respiration. Complaints of tenderness along the left chest at the site of fractures. There is deformity noted about the left side of the chest.

Heart—no apparent enlargement noted. Rate 80, regular, no murmurs audible. No evidence of decompensation.

Lungs—there is diminished breath sounds upper portion of the left chest with no breath sounds audible lower portion of the left chest.

Auscultation right chest is negative.

Abdomen in negative.

No herniae noted.

Back—wearing low back support. States he has been wearing this for some time prior to this accident, result of old arthritic condition of the spine.

Right upper extremity normal.

Left upper extremity—left shoulder—there is evidence of atrophy about the shoulder girdle. Extension, abduction and internal rotation restricted about 15 to 20 percent, external rotation restricted about 40 to 50 percent.

Remaining portion left upper extremity is normal.

Lower extremities are negative.

Conclusions: This claimant has a high partial disability.

In view of the lack of union and deformity of the fractured ribs I feel that this condition will eventually be a permanent feature.

This claimant is still in need of further observation.

I would advise, in view of the radiographic findings and clinical complaints, that this claimant be checked up from time to time by a lung specialist.

If his genito urinary complaints continue would advise a genito urinary examination.

Very truly yours,

B. ROBERT BASS, M. D.

STATE OF NEW YORK,

County of Erie:

B. Robert Bass, M. D., being duly sworn, deposes and says that he is the physician who subscribed to the above report; that he knows the contents thereof; that the same is true to the knowledge of deponent, except as to the matters therein stated to be alleged on information and belief, and as to those matters he believes it to be true.

Subscribed and sworn to before me this 26th day of October 1938.

M. EDITH TWOMEY.

BUFFALO, N. Y., *October 31, 1938.*

Re: Mr. F. W. Meile, Detroit, Mich.

HUDSON MOHAWK MUTUAL CASUALTY Co.,

Syracuse, N. Y.

GENTLEMEN: I examined Mr. Meile at my office on October 24, 1938.

According to his history the accident happened April 20, 1938, in Camp Custer near Battle Creek, Mich. There was a collision between two cars one of which was operated by Mr. Meile, the other an Army truck. He was taken to the Lille Post Hospital, Battle Creek, Mich. where he remained from April 20 to May 17, 1938. He also stated that his ribs were broken, expectorated blood, and had his chest strapped two different occasions for 6 weeks. He was transferred from Battle Creek to Detroit by ambulance. Most of his time was spent from the bed to the chair, and was around the house until June 20, 1938, when he went back to work part-time as his work consisted of driving an automobile. He is a salesman and claims he drives 35,000 miles a year. He also claims it is rather difficult at times to steer the car because of pain in arm and shoulder on the left side. He also stated that a blood clot was removed from the pleural cavity while in the hospital.

Main complaints: Pain in left arm and left shoulder. Also pain along the left axillary region to the waist line. Claims he is short of breath, especially on walking or exercising. He also complains of a painful tender spine.

Physical examination: Temperature was normal. Blood pressure was low, 112 systolic and 70 diastolic. Pulse 85 with occasional irregularity. The man appears to be well-nourished and color is good. On inspection there is no evidence of rapid breathing or cyanosis.

Chest examination: There is much less expansion on the left side with some flattening. There is atrophy of the muscles of the shoulder. On elevating arm horizontally there is pain in the shoulder and also down the axillary region where the pain becomes more severe at the angle of the scapula. On palpation there has decreased voice transmission at the base of the lung. There is also pain on pressure. The right lung, the percussion note is normal throughout. The left side shows dullness, especially at the base on percussion. On auscultation the breath sounds are diminished in the upper and absent throughout the base of the left lung. There is a pleural click heard in the left axillary region. This is sharply defined and of leathery character. In listening for rales in the right upper none are heard, in fact no rales are heard in either lung.

In the study of the X-ray plates taken in Detroit, Mich., the following ribs are broken: third, fourth, fifth, sixth, seventh, eighth, ninth, and tenth ribs on the left side near the axillary line with some evidence of displacement of the fragments, the most marked displacement seen in the seventh and eighth ribs. In this case there is no approximation of the ends. With this deformity of ribs there is markedly thickened pleura on the left side, especially in the base.

Owing to the fact that the plates taken in Detroit showed some shadow in the right lung and with your consent I had Dr. Levy taken further plates. I am now satisfied that the right lung shows no evidence of any pulmonary tuberculosis of any pulmonary tuberculosis or any pathology whatsoever.

Conclusion: After viewing the stereoscopic films taken by Dr. Levy I agree with the medical examiner, Dr. F. J. Haley, that at some future time it will be necessary to relieve the pressure of these ribs which indent the pleura and causes

the patient so much pain. I also agree that the man has a partial disability of 75 percent.

Owing to the fact that this pleural involvement is complicated by certain areas of collapse and the pressure of the broken ribs that are not adjusted, he must be extremely careful of pulmonary infection or the possibility in time of a pulmonary fibrosis extending from the pleura into the parenchyma of the left lung. Such a condition is subject to many complications.

There is no doubt about the disability and the man is fortunate to be able to work. However, he should be warned to protect himself as far as possible from infection by taking the best of care of his health.

Very truly yours

J. HERBERT DONNELLY, M. D.,
Registration No. 5678.

Subscribed and sworn to before me this 1st day of November 1938.

[SEAL]

HAROLD BIGGIE, Notary Public.

STATE OF NEW YORK
County of Erie, ss:

J. Herbert Donnelly, M. D., being first duly sworn, deposes and says that he is a duly licensed and practising physician, of Buffalo, New York, and is a graduate of McGill University, Montreal Quebec, since 1906, and that he has practised his profession continuously since that time. Deponent further says:

That on October 24, 1938, he made a full, careful and complete physical and X-ray examination of one Ferd W. Meile, of Detroit, Mich., for the purpose of determining the nature, extent, and present and future effects of injuries sustained by him in an automobile accident on April 20th, 1938.

That as a result of such examination, and with due care and consideration of all of the other elements involved; i. e., age, physical condition, type of work in which engaged, etc., it is the considered opinion of this deponent that the said Ferd W. Meile has a 75 percent degree of permanent partial disability.

Further deponent saith not.

J. HERBERT DONNELLY, M. D.

Subscribed and sworn to before me this 25th day of November A. D. 1938.

HAROLD BIGGIE.

STATE OF NEW YORK,
County of Erie, ss:

B. Robert Bass, M. D., being first duly sworn, deposes and says that he is a duly licensed and practising physician, of Buffalo, N. Y., and is a graduate of Long Island University of Medicine since 1915, and that he has practised his profession continuously since that time. Deponent further says:

That on October 24, 1938, he made a full, careful and complete physical and X-ray examination of one Ferd W. Meile, of Detroit, Mich., for the purpose of determining the nature, extent, and present and future effects of injuries sustained by him in an automobile accident on April 20th, 1938.

That as a result of such examination, and with due care and consideration of all of the other elements involved; i. e., age, physical condition, type of work in which engaged, etc., it is the considered opinion of this deponent that the said Ferd W. Meile has a 75 percent degree of permanent partial disability.

Further deponent saith not.

B. ROBERT BASS, M. D.

Subscribed and sworn to before me this 21st day of November A. D. 1938.

M. EDITH TWOMEY.

MEDICAL EXAMINATION

OCTOBER 24, 1938.

Case No. 63803260-3. Claimant, Ferdinand W. Meile, 45. Employer, Rollway Bearing Co. Insurer, Hudson Mohawk.

STATE OF NEW YORK,

County of Erie, ss:

Francis J. Haley, being duly sworn deposes and says that he is a duly licensed physician in the State of New York; that he is an Examiner of the Medical Staff of the Bureau of Workmen's Compensation of the Labor Department of the State of New York; that he has this day examined the claimant and makes the following report and findings therefrom:

X-rays dated April 20, 1938, and September 30, 1938, show fractures of the left side of the chest wall. Fractures involved third to eleventh left ribs and in these ribs there are observed eleven fractures, several of the ribs being fractured in several places. Bone union observed in the fractures of the third, tenth and eleventh ribs. Fractures of the tenth and eleventh ribs are healed in malformed position.

The fourth, fifth, sixth, seventh, eighth, and ninth ribs are ununited with marked displacement of fragments.

There is collapse of the left lung with the left lung only occupying the upper third of the left thoracic cage.

Clinically there is absent breathing sounds throughout the lower half of the left chest and palpable deformity of the entire left side of the chest. Atrophy of the left shoulder and scapular muscles. Elevation and rotation at the left shoulder joint defective by reason of pain, the most severe pain being localized near the lower angle of the scapula and beneath its outer border. This pain is severe and accompanies all use of the left arm even to some extent when he favors the arm greatly in driving a car.

The heart appears to be functioning normally. Right side of chest is normal. There was hemorrhage from the lungs at time of this accident and also passed blood in the urine at that time.

Conclusion: I believe, that the pain which limits the left shoulder function and which greatly hinders all use of the left upper extremity as well as preventing normal body motions is due to malposition of the fractured eighth rib. At some time in the future surgical apposition of the displacement at point of fracture now existing may be contemplated to relieve the point of his most severe pain.

The X-rays also revealed some hypertrophic osteoarthritic changes throughout dorsal spine.

Clinically the same pathological process exists in the lumbar spine and he wears a lumbar belt for this condition. There is, of course, limitation in mobility of the lumbar spine.

Due to accident of this folder there exists a 75 percent partial disability. One year after date of the accident, I would advise claimant be re-examined at which time stereoscopic X-rays of the chest should be submitted. These X-rays to be taken for purpose of revealing the bony framework. In the meantime, I believe it advisable that a report by a specialist in pulmonary diseases should be submitted and also that a thorough check-up of kidney function should be made.

FRANCIS J. HALEY, M.D.,
Medical Examiner.

Subscribed and sworn to before me this 24th day of October 1938.

EMMA M. KRAUSE,
Notary Public.

HUDSON-MOHAWK MUTUAL CASUALTY CO.

ALBANY, N. Y.

SURGEON'S FINAL REPORT AND BILL

(This blank to be filled out and sent to the company on the day the injured employee receives last treatment)

To Hudson-Mohawk Mutual Casualty Co.:

Name of injured, Ferd W. Meile; first aid rendered by Dr. Campbell; employer, Rollway Bearing Co.; date of injury, April 20, 1938; subsequent aid, Drs. Campbell and Drummond.

(Code: O—office. V—house visit. H—hospital visit. N—night visit. X—X-ray. S—operation)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																															
March																															
April																					X	X	X	X	X	X	X	X	X	X	X
May	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X					X	X	X	X	X	X	X	X	X	X	X
June																															
July																															
August																															
September																															
October																															
November																															
December																															

Paid by Hudson-Mohawk Mutual Cas. Co. Cheque No. S1031; July 6, 1938.

Patient was sent to complete his convalescence at home under direction of his family doctor, Dr. Donald L. Drummond on May 16, 1938. His condition was improved but still required attention.

Total number hospital visits, 64, at \$2 each.....	\$128
Total number night visits, 3, at \$5 each.....	15
Total number X-ray pictures, 2, at hospital charge.....	
Total number operations, 2, at \$50 and \$20.....	70
Total.....	213

Diagnosis: Compressed fracture of fourth to ninth ribs on left side, concussion of brain, lacerations and bruises. Was in shock for 4 days.

Describe treatment and operations: Debridement of lacerations with subsequent suturing. Supportive treatment for shock. Left chest splinted. Large hemotoma evacuated over fractured area.

Patient able to return to light work on (undetermined).

Patient able to return to regular work on (undetermined).

Any permanent injury or disfigurement? Describe fully: Deformity of left thoracic cage because of compressed rib fracture. Scar under left eye.

R. C. CAMPBELL, M. D.

JUNE 8, 1938.



The following list is published for the members of the Entomological Society of America for the year 1954.

The list is arranged in alphabetical order of the members' names. The names of the members who have died since the previous year are marked with a cross (X) after their names. The names of the members who have been elected since the previous year are marked with an asterisk (*) after their names. The names of the members who have been re-elected are marked with a plus sign (+) after their names.

The list is published for the members of the Entomological Society of America for the year 1954.

NAME	ADDRESS	DATE OF BIRTH	DATE OF DEATH	DATE OF ELECTION	DATE OF RE-ELECTION
Adams, J. H.	1234 Main St., New York, N. Y.	1890		1950	
Adams, J. H.	1234 Main St., New York, N. Y.	1890		1950	
Adams, J. H.	1234 Main St., New York, N. Y.	1890		1950	
Adams, J. H.	1234 Main St., New York, N. Y.	1890		1950	
Adams, J. H.	1234 Main St., New York, N. Y.	1890		1950	
Adams, J. H.	1234 Main St., New York, N. Y.	1890		1950	
Adams, J. H.	1234 Main St., New York, N. Y.	1890		1950	
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Adams, J. H.	1234 Main St., New York, N. Y.	1890		1950	

The following list is published for the members of the Entomological Society of America for the year 1954.

212	Total	212
70	Total number of members	70
15	Total number of members who have died since the previous year	15
57	Total number of members who have been elected since the previous year	57

The following list is published for the members of the Entomological Society of America for the year 1954.

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