

SETTLEMENT OUT OF COURT

1. NOTHING WILL SATISFY ME OTHER THAN COMPLETE CESSATION OF THIS DESTRUCTIVE ACTIVITY OF CALLAHAN MINING CORP. OF NEW YORK, N.Y. ON CAPE ROSIER, MAINE.
2. I WANT ENOUGH TO PURCHASE A COMPARABLE PROPERTY ELSEWHERE AWAY FROM THIS MINING OPERATION, AND RESTORE MY PRESENT PROPERTY TO A RENTABLE OR SALEABLE STATE.
3. I WANT \$ 5,000.00 FOR THIS PROPERTY TO COVER MY ORIGINAL PURCHASE PRICE AND IMPROVEMENTS MADE TO DATE, AS THE PROPERTY IS UNSAFE, WORTHLESS AND A COMPLETE LOSS.
4. TAKE UP COURT PROCEEDINGS TO CEASE CALLAHAN MINING'S OPEN PIT OPERATIONS ON CAPE ROSIER, AT HARBORSIDE, IN HANCOCK COUNTY, STATE OF MAINE.

ALBERT E. SANDECKI
50 TANNER STREET
HADDONFIELD,
NEW JERSEY

ORIG TO SILSBY MAY 29th 1967

May 23, 1967

Mr. Albert E. Sandecki
50 Tanner Street
Haddonfield, New Jersey 08033

Dear Mr. Sandecki:

In reply to your recent letter regarding the Callahan operation at Cape Rosier, I wish to advise you that I have investigated the problem of blasting on the property.

I do regret that one of the blasts caused a rock to hit your house, and I hope that the arrangements you have made with the company for repair and damages have been satisfactory. I hope that there will be no repetition of this incident.

Regarding the Maine Safety Code, it was decided last year that the agency which could most effectively handle this sort of thing was our Department of Labor and Industry. I have suggested on several occasions that the Department begin a study of the problem with my assistance and possible direction. Until the present time, it has not been possible for the Department of Labor and Industry to implement this decision. I am still hopeful that we will get a safety code for mining in Maine in the near future.

Very truly yours,

MAINE GEOLOGICAL SURVEY

Robert G. Doyle
State Geologist

RGD:gb

Sandecki, Albert

50 Tamer Street
Haddonfield,
New Jersey 08033
May 22, 1967

Mr. Murray Stein
United States Department of the Interior
Federal Water Pollution Control Administration
Washington, D.C. 20242

Dear Mr. Stein:

Thank you very much for your letter of May 18th, and the report on the pollution of the Penobscot River.

I would appreciate any further information as it develops in regard to the matter. If I can be of any assistance in the future please do not hesitate to contact me.

This is not a recent concern of mine as I have been actively opposing this possible source of pollution by the Callahan Mining Corporation since January of 1966. I have found through experience that what this firm says is one thing, and what is done is quite another.

I have a detailed file concerning this situation to back up the above statement.

I noticed on page 18 of the report a reference to a Federal Enforcement conference, I trust this was the conference in Belfast this past April 20th. If not when and where is it to be ?

Again, thank you for your time and efforts, it is truly a fine feeling to know your agency is doing something about this problem on the Penobscot River and Bay.

Sincerely yours,

Albert E. Sandecki

Harborside, Maine (Spring, Summer, Fall)

Haddonfield, N.J. (Winter)

Thursday Evening. MAY 18th 1967

Dear Albert & Jean,

It just came to me this evening that those two telephone calls I sent to you were those we called you. Neither of us thought of that. I guess we are going through life too fast we don't have time to think. I thought they might have charged you twice for some of your calls and I sent the slip to you so you could check them. I am so sorry. It is terrible to get old and so dumb and forgetful.

We are sending you an Ellsworth American we thought you might like one.

I called and told the girl in the office to tell Herbert he could call you any time you was at home. I hope every thing turns out O.K. Every thing seems to have gone wrong so far. How did you like the letter from the safety department? They sent us a copy. We didn't think much of it. They blasted right after he was here that night. They have blasted twice to-day, real heavy this noon and to-night was lighter and they didn't tell us.

We haven't planted any of our garden yet. I will be pleased when that is all done. They have planted quite a lot on the island.

Brainard is asleep in his chair. He is tired

When night comes.

The drill is real noisy to-night, it was last night too. Brainard says it sounds like we hear Mr & Mrs Boring won't be here this summer. The last we heard he couldn't walk with a walker.

Bob & Van Selke plan to come May 27th for the week end. I think they plan to stay at the Cottage.

I must close and go to bed, we are awfully tired. We are looking forward to seeing you next week. It is awfully lonesome here.

Best wishes to all from all of us.

Sincerely,

Marian

Please don't send any money for the telephone calls as I feel sure they are ours.

RECORD OF BLASTING

- April 19th 1967 - BUNGALOW DAMAGED BY 62 POUND ROCK
APPROX. 3:40 PM. / MARY GRAY.
- April 20th - HEAVY BLAST 4:30 PM NO WARNING
- MAY 12th - HEAVY BLAST PM NO WARNING
- MAY 18th - HEAVY BLAST (NOON) LIGHT (EVENING) WARNING NOON
NO WARNING EVENING
- MAY 26th - VERY LIGHT BLAST 5:55 PM WARNED.

LAW OFFICES OF
SILSBY & SILSBY
UNION TRUST CO. BUILDING
ELLSWORTH, MAINE
04605
687-8646

HERBERT T. SILSBY II
WILLIAM S. SILSBY, JR.
FRANK B. WALKER

May 18, 1967

Albert E. Sandecki
50 Tanner Street
Haddonfield, New Jersey 08033

Dear Mr. Sandecki:

I have talked with the attorney for Callahan Mining Company and he tells me that the company wishes to settle this matter without court proceedings. He says they are willing to talk about this matter along the line of anything we might accomplish in court.

I feel this is a proper first step as it would save considerable amount of time and expense for all concerned if something sensible could be worked out.

I have the case already to file in court but have held up. I will try to reach you by telephone before you receive this letter.

Sincerely,



Herbert T. Silsby, II

HTS:fsb

50 Tanner Street
Haddonfield,
New Jersey 08033
17 May 1967

Mr. Herbert T. Silsby 2nd
Silsby & Silsby Law Office
68 Main Street
Ellsworth,
Maine 04605

Dear Mr. Silsby,

I feel quite concerned in that I have not yet heard from you in regard to the situation with the Callahan Mining Corporation.

I would appreciate some idea of what if anything is being done.

Callahan Mining, I understand from the last letter I received from the Parnhams, have resumed blasting, although they now warn the neighbors.

I get the feeling that the longer the delay in action against Callahan Mining the less of a case I will have. They may alter their procedures to such a degree by the time this comes up that it seems to me that we will be patted on the head and told something like, "We are sorry this has happened and all has been taken care of."

At this point I feel the wheels of justice are quite still, if I am wrong would you please let me know.

I realize we all have to wait our turn, this is important to people other than myself, and frankly these are questions that I think of, and can think of nothing else to do other than ask you.

What has been accomplished ?

What is the status of the case to date ?

In my letter to you on April 25th, I said, " I will have to figure carefully and budget before hand to provide what is necessary." requesting furthermore your estimate of the projected cost of this litigation. I have received no word on this important point as of this time.

These things I think of and would I believe deserve an answer.

Sincerely yours,

Albert E. Sandeck

MISS MARION E. MARTIN

COMMISSIONER

~~EDMUND W. SORELL~~ Howell G. Cutter

DIRECTOR



INDUSTRIAL SAFETY INSPECTORS

HERBERT S. EDGECOMB

FRANK ISBISTER

GEORGE L. BATES

STATE OF MAINE

DEPARTMENT OF LABOR AND INDUSTRY

INDUSTRIAL SAFETY DIVISION

AUGUSTA, MAINE 04330

623-4511
EXTENSION 362

May 16, 1967

Mr. Albert E. Sandecki
50 Tanner Street
Haddonfield, New Jersey 08033

Dear Mr. Sandecki:

Re: Callahan Mining Corporation

On Friday, May 12, one of our inspectors visited the Callahan Mining Corporation. Unfortunately, because of poor weather conditions no blasting was in progress.

We were advised that for the past two weeks they have had two blasting experts at the location and have instituted an entire new procedure to be followed in their blasting operations. We trust that these new procedures will eliminate the conditions outlined in your letter of May 8.

Very truly yours,

Howell G. Cutter

Howell G. Cutter
Industrial Safety Director

HGC:sjj

cc: Mr. Brainard L. Farnham

BLASTED SHORTLY AFTER INSPECTORS VISIT (FARNHAM)

50 Tanner Street
Haddonfield,
New Jersey 08033
May 8th 1967

Mr. Howell G. Cutter
Industrial Safety Director
Department of Labor and Industry
Industrial Safety Division
Augusta, Maine 04330

Dear Mr. Cutter:

Back in March of this year I requested information in regard to safety codes and rules pertaining to open pit mining.

I am writing to you at this time to ask your help in a matter that I feel is most dangerous to life, limb and property, and is in need of your divisions inspection.

Namely the operations of Callahan Mining Corporation of New York and it's open pit near Harborside on Cape Rosier, Hancock County, Me.

This past April 18th at approximately 3:45 p.m. my bungalow situated about 375 yards from the Callahan Mine was struck by a piece of fly-rock from their blasting operations. The rock measured roughly 15"x12"x 5" and weighed exactly 62 Pounds, causing my house quite a bit of damage.

Therefor under Section 45 Chap. 10 of the "Labor Laws of Maine" (of the book you sent to me) and your statement of your division having broad powers of inspection in regard to safety, I respectfully request that you look into this matter as soon as it is possible.

A Mr. Brainard L. Farnham of Harborside, Maine will fill you in on all details pertaining to this situation. He is my neighbor having a key to my house if you should desire to see the damage. Mr. Farnham is usually at home from 3:30 p.m. daily. I would strongly suggest you or an agent of your department speak to him, as he too is directly involved in this matter by fly-rock landing on his property too.

Please pardon my delay in writing to you, as my work schedu~~le~~ here in Haddonfield, N.J. was interrupted by this incident and my work had piled up and now things are a bit more under control.

I sincerely hope you can do something in regard to this most dangerous situation to my family and neighbors in Harborside, Maine.

Sincerely yours,

Albert E. Sandcock

50 Turner Street
Haddonfield,
New Jersey 08033
May 8th 1967

Mr. Robert G. Doyle
Maine Department of Economic Development
Room 211 State Office Bldg.
State House
Augusta, Maine 04330

Dear Mr. Doyle:

In regard to past correspondence between us on Maine mining laws, I would like to request your opinion and what if anything your department can do in regard to irresponsible blasting procedures carried out by the Callahan Mining Corporation on Cape Rosier, Hancock County, Maine?

This past April 19th my house in Harborside, Maine situated approximately 375 yards from where blasting is in progress at the mine was struck by a piece of fly-rock measuring 15" x 12" x 5" and weighing exactly 62 pounds. Needless to say doing quite a bit of damage.

In reading over past reporting by the Weekly Packet of Blue Hill, Me., in the January 20th issue you were quoted as saying, "Through control of the license, the bureau can control operations so they do not become obnoxious."

Well Mr. Doyle I should like to submit that those operations have not only been obnoxious, but they have gotten to the point of being damn dangerous to those living near the mine, as evidenced by the rain of fly-rock from the blasting.

You further stated at the hearing in Augusta, "A completely new mine safety law is being prepared to present to the 1967 legislature, and should be in effect before Callahan ever starts actual mining."

I would like to know the present status of these new safety laws at this time.

I feel my property, ~~and~~ neighbors are endangered by Callahan Minings blasting procedures.

What is going to be done about it ?

Sincerely yours

Albert E. Sandacki

York Mutual

INCORPORATED 1894

INSURANCE COMPANY OF MAINE

WEST BUXTON, MAINE

5/8/67

Mr. Albert E. Sandecki
50 Tanner Street
Haddonfield, New Jersey 08033

Dear Mr. Sandecki:

Your letter received of recent date and, was glad to hear from you.

Regarding the blasting and damage by Callahan Mining Company on April 19th at 3:40 P. M., I personally have talked with some of the other property owners about their claims and find that the carpenters have been paid for their work. However, where you have a questionable amount of damage, we are asking the adjuster to come down and make an estimate for you. Mrs. Farnham says you will be there the week of the 21st so, we are requesting him to come that period so that you may talk with him and show both inside and out of the house.

Of course the insurance companies stand behind these damages but, in turn, subrogate the amount to the Company which is legally liable.

We hope this will be satisfactory to you and in the meantime you may gather your estimates of repair and present them thru us to the York Mutual Insurance Company. We feel sure a satisfactory settlement may be made and want you to be satisfied.

With best wishes, we are

Sincerely yours,

R. S. WARDWELL AGENCY

by
S

Red Spurling
for Fred Wardwell

50 Tanner Street
Haddonfield,
New Jersey 08033

Ralph S. Wardwell Agency
Castine, Maine 04421

Dear Mr. Wardwell,

I have received your statement for the continuance of the insurance on my property in Harborside, Maine.

Quite frankly I would like to know where I stand with the York Mutual Insurance Company and you my agent in regard to the damage which has occurred at my bungalow.

The policy I have from you states on line 90 "The insured shall give immediate written notice to this company of any loss!"

I am in the process of having the damages and repairs necessary assessed and will forward them to you as soon as I have them completed.

Miss Spurling in a telephone conversation with me on April 20th stated, " You are the fifth or sixth person who has had claims against Callahan Mining, just have it fixed and send them the bill."

This situation may become involved so I would appreciate further explanation of her statement, and again would like to know where I stand with my York Mutual Policy #61356 and form D- No. I.

Sincerely yours,

Albert E. Sandecki

50 Tanner street
Haddonfield,
New Jersey 08033
S, May 1967

Mr. Dana S. Treadwell Res. Adj.
The Continental Insurance Company
P.O. Box # 014, Bangor,
Maine 04401

Dear Mr. Treadwell,

I have received your note and Mr. Herricks estimate for the repairs necessary to my bungalow in Harborside, Me.

As you may or may not know I had an estimate by Mr. Fredrick Dyer, as he has done work for me in the past. Enclosed is a copy of Mr. Dyers estimate, in comparison Mr. Herricks estimate is a bit low.

I believe Mr. Dyers estimate is a bit more in line with the damages, and a good deal more detailed.

Mr. A.B. Herrick and I had a telephone conversation on April 28th and I said to him quite, "I would like to have you do the work and would appreciate your putting Malcolm Gray on the job, as he is a neighbor and a friend and from what I hear a good workman." I then said, "I will give you the go ahead with the repairs after I see a copy of your estimate."

I understand Mr. A.B. Herrick is a bit hard of hearing and he may have missed my last statement. To date I have not given this go ahead.

I have a few points in regard to Mr. Herricks estimate. Firstly, I would appreciate a more detailed account on at least important items such as the following:

1. Type of material to be used on the new ceiling.
2. Type of wiring material to be used to replace damaged B.X.
3. Will all junction boxes be checked for loose connections?
to guard against fire hazard ?

Items not mentioned that I am concerned about are: New automatic washers front panel scratched, by falling debris. Broken table is not mentioned. Lastly the kerosene lamps were antiques the two broken had a total value of \$ 25.50 and not at all replaceable for \$ 4.00 as in Mr. Herricks estimate.

As Mr. Herrick is the estimator on your side of the fence so to speak, I would appreciate your making him aware of these points, and my desire for a more complete estimate on his part. Upon receiving it I will be happy to have him do the work, with the condition that Mac Gray is put on the job, as A.B. Herrick said he would be.

SINCERELY YOURS,

Albert E. Sandecki

DEPARTMENT OF INDUSTRIAL RELATIONS

DIVISION OF INDUSTRIAL SAFETY

455 GOLDEN GATE AVENUE
SAN FRANCISCO



ADDRESS REPLY TO:
P. O. BOX 603
SAN FRANCISCO, CALIF. 94101

May 2, 1967

Mr. Albert E. Sandecki
50 Tanner Street
Haddonfield, New Jersey 08033

Dear Mr. Sandecki

Subject: Open Pit Mining

I am enclosing a copy of our Quarry and Open Pit Mine Safety Orders, which should assist you in developing regulations for this type of operation.

California adopted these Safety Orders to reduce injuries that occurred in open pit and quarrying operations.

Very truly yours

J. R. Signer
J. R. Signer
Supervising Engineer
Mineral Industries Section

/md
Enc

OFFICE OF THE
DEPUTY MINISTER



em

FILE NO.

ALBERTA
DEPARTMENT OF MINES AND MINERALS



~~NATURAL RESOURCES BUILDING~~
~~EDMONTON, ALBERTA~~
AGRICULTURE BUILDING
9718 - 107 TH STREET
EDMONTON, ALBERTA

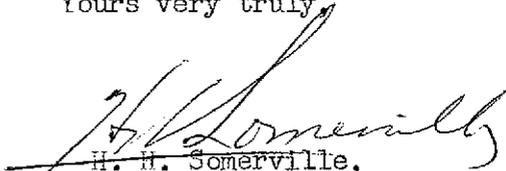
May 3, 1967.

Dear Sir:

I have for acknowledgment a copy of your letter of April 4th which was forwarded to me by the Department of Labour.

Copies of The Coal Mines Regulation Act and The Quarries Regulation Act with the regulations established thereunder are enclosed.

Yours very truly,


H. H. Somerville,
Deputy Minister.

Encls.

Mr. Albert E. Sandecki,
50 Tanner Street,
HADDONFIELD, New Jersey,
U. S. A.

United States Mining Laws
- from -
Mining Engineers Handbook
Peele 3rd Edition Vol II

Theory of U.S. Mining Laws 24-05 (5)

Mining is not a public utility but a private industry. Subject to regulations, like all other industries. (Lindley P. 120)

Upon issuance of deed of Government, mining land becomes private property subject to the same rules of law as other real property. (Lindley par. 22) No government supervision after it parts with title to the land.

Mining Act of 1872 "APEX LAW"

No claim shall extend more than 300 ft. on each side of the middle of the vein at the surface. No claim may exceed 1500 ft. in length. The end lines of each claim shall be parallel to each other.

27. Tunnel rights- Shall have the right of possession of all veins or lodes within 3000 ft. from the face of such tunnel on the line thereof. Six months of no work on the tunnel is considered abandonment of rights to all undiscovered veins on line of such tunnel.

51. Vested rights to use water for mining. Right of way for canals. Whenever by priority of possession, rights to the use of water for mining purposes, have vested and accrued, and the same are recognized and acknowledged by the local customs, laws, and the decisions of the courts, the possessors and owners of such vested rights shall be maintained and protected in the same; and the right of way for the construction of ditches and canals for the purposes herein specified is acknowledged and confirmed; but whenever any person, in the construction of any ditch or canal, injures or damages the possession of any settler on the public domain, the party committing such injury or damage shall be liable to the party injured for such injury or damage.

Dept. of Commerce - Bureau of Mines - Washington, D.C.
President of U.S. appoints director of Bureau of Mines.
Secretary of Interior appoints employees of Bureau of Mines,
- Types of Claims-

LODE CLAIM Law of 1872 Max. Length 1500' Max. Width 600' Not to Exceed 300' each side of vein at surface.

PLACER CLAIM General claim on ground containing valuable mineral deposits not in lode or vein formation. Declaration required section 37 of U.S. Code (supra) with each intended claim.

EXTRALATERAL RIGHTS Right to follow vein beneath the surface of land owned by another. Extralateral Law:- Chap.2 Title XXX U.S. Code Art. 7 Section 23-- In order that extralateral rights may exist end lines of claims must be parallel (Sec. 2 320 U.S. Rev. Stats Iron Silver Mfg. Co. vs Elgin Mfg. Co. 118 U.S. 196)

Page IO- 430

OPEN-CUT MINING SEC. 94. Open pits, general definition; This is a favorite "poorman's" mode of obtaining capital for subsequent work, regardless of ultimate economy. Open Pits produce ore cheaper than possible with underground methods. An open cut can seldom be entirely mined by open cut; underground work is usually required in depth, and in some cases to mine the ore around edges of deposit. In general, ground is broken cheaper in open cuts than in stopes, because of the large faces and use of heavy blasts.

OPEN CUT MINING WITH POWER SHOVELS SEC. 96 Generally power shovel methods involve large capital outlay, for equipment and preliminary stripping; hence properly worked, they yield enormous outputs at low unit costs.

PLAN OF WORK: Ore bodies are thoroughly explored by boring and ore contours plotted on maps. Always when ore crushing is necessary it is loaded into pit cars of 4-30 cu. yd. capacity for delivery to plant or rail head. Some companies strip only in winter and mine ore during shipping season. COMMON EQUIPMENT includes a revolving caterpillar power shovel with 8-10 cu. yd. dipper, reach to 95ft. lift to 56ft. Trucks 15-20 ton capacity side or end dumping 6 wheel type preferred. Diesel engines top speed 15 m.p.h. loaded or empty, road grades of 8-10 percent are feasible for loaded vehicles.

STRIPPING DUMPS: Located on barren ground where other mining is not anticipated. Desirable lengths of dumps are 1,200 - 1,400 feet in length, 20 - 40 feet is preferred height.

MINING ORE: Common practice is use of 6 inch churn-drilled holes to about 40%, 5 or 6 feet below the bottom of the bench (step like configuration) loaded with Galamite 60-80% and fired (as many as 100 at a time). Figures based on Mesabi Range Copper Open Pit, average size of 20 acres up.

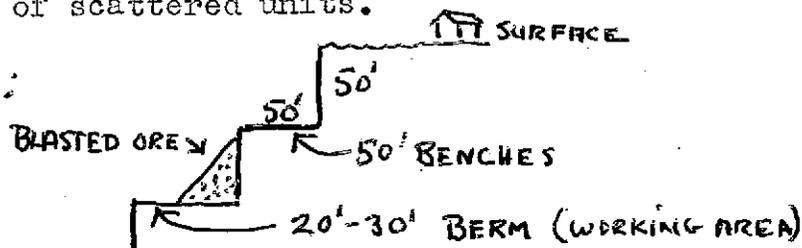
WATER DRAINAGE FROM PIT: Drifts are run under the pit to collect water and lead to a shaft at the edge of the pit, whence it is pumped to the surface.

ADVANTAGES OF OPEN PIT WORKINGS: 1. Lowest cost method.
2. Well opened pit, output can be varied greatly, work may be stopped or started easily, though with a loss of interest on investment.
3. Mineral within the pit limits is completely extracted. 4. Large working faces allow ore to be broken with minimum drilling and blasting.

DISADVANTAGES OF OPEN PIT MINING:

1. The surface is destroyed for other purposes.
2. Surface rights of way and room for dumps must often be purchased.
3. Large capital outlay, slow return.
4. Open pits are limited to relatively small depths.
5. Work is stopped or seriously hindered by bad weather.
6. Open Pit collects snow and rain and tends to drain water from the surrounding surface. Expensive to pump. Mud rushes a danger.
7. Great masses of waste must be mined and handled.
8. Plant is of scattered units.

PIT DATA:



50 Tanner Street
Haddonfield,
New Jersey 08033
2, May 1967

Mr. Herbert T. Silsby 2nd
Silsby and Silsby Law Office
68 Main Street
Ellsworth,
Maine 04605

Dear Mr. Silsby,

Never having experienced a situation of this sort I do not know if the following information need be sent to you, I feel it may be of importance.

April 27th, 1967 2:55 p. m., Haddonfield, New Jersey.

A Mr. Jack James, vice president of natural resources activity for Callahan Mining called this afternoon. The following is not verbatim but the general context of the conversation.

Mr. James said, "I have been in Harborside and have looked into this situation in regard to your damage, and want to tell you we have called in outside experts to revise our blasting procedure." I said, "I could get no assurance from Mr. McGuffie or Mr. Whitley that this would not happen again, I am concerned for my family's sake."

Mr. James stated, "I have read the article in the Ellsworth American today and hope that we can be good neighbors." I want you to know that we have called in outside experts and are making revisions in our blasting procedures, we had no previous knowledge of fly-rock."

I then asked, "What are these revisions in your blasting procedure?" Mr. James answered, "It gets into technical facts." I said, "I have read into open pit mining procedures and have some degree of knowledge of this work, what exactly are these procedures?" He said, "Well things such as depth, spacing and so forth."

I asked, "Well what of warnings to the local residents, such as a whistle, knock at the door or the like?" Mr. James stated, "Well we warn our employees." I said, "That's a very practical step, what about those who live a hundred or so yards from the blasting?" He said, "I will look into it, I think its a good idea and I will certainly look into it." I agreed to its being a good idea.

Again Mr. James said, "We want to be good neighbors and will go out of our way to do so." I said, "I understand everybody has to make a living, and if you had any other pertinent facts in regard to the situation please feel free to call again."

Mr. Silsby if these conversations are of interest to you please let me know, and I will send them on to you. If however they are not I will not bother you with them.

Sincerely yours,
Albert E. Sandeck

D. Fredrick Dyer

Building - Estimating - Contracting

Tel. FAirview ~~326-4307~~ 326-4307

~~Cape Breton~~, Maine

West Brooksville

May 1 1967

Dear Mr Sandeck:

I estimate it will cost \$504. to repair
damages to your Cottage at Harborside, Maine.

This would include

replacing 2 lamps

" 1 stone

" 1 kitchen table

repairing roof damage

installing new ceiling

repairing floor damage

Checking wiring for possible damage

Painting kitchen walls and floor

Sincerely,
Fredrick Dyer

Ceiling tile	\$ 24.00
1x3 strapping	7.00
6 pcs 2x4x16	7.50
2 " 2x4x12	1.75
bedmolding	6.50
sheathing (roof & floor)	5.00
roof shingles	3.50
nails (roof)	.25
fir flooring	8.00
wall paint	4.50
check repair wiring	25.00
floor paint	4.50
New stove	50.00
New table	40.00
New lamps	15.00
2x6x12	1.50
labor	300.00
	<hr/>
	\$ 504.00

I will send you this material list. Do not accept any less than this amount to repair your house damages. I feel quite sure Herich's estimate will be more than this, but I know the work can be done for the \$504 estimate.

Clain v. Callahan

- if there is concern
about "backlash"
of claims against you,
ask Fran for

"general release"

to be signed by Callahan.

+ to be obtained
at same time

your release is
submitted to Callahan.

From please do what ever most
concerned

is
done

my attorney to protect me
from ~~personal~~ liable &
Slender definition suit

Bill Vikes general releases
both ways - have made
a vacation about mine affairs
and want to be protected
from Suit
Definition

list names

Alaska ^{State}
within limits

95 14
804

MR. STEPHEN GREEN

3384545 H

3381110 OF

THIS RELEASE A STANDARD FOR DAMAGES IN THE STATE OF MAINE?

REF. DOES MY SIGNATURE ON THIS RELEASE JEOPARDIZE MY POSITION IN REGARD TO ANY FUTURE INCIDENT THAT MAY OCCUR TO MY PERSON OR PROPERTY - CAUSED BY THE CALLAHAN CORP.?

REF IF I SIGN THIS RELEASE AM I VULNERABLE TO LEGAL ACTION ON THE PART OF CALLAHAN MINING OR THEIR INSURANCE CARRIERS - (REF. CIRCLED PORTION OF RELEASE)

0/15/70 TAX
1.9
WOULD OR COULD A FIRM MEANS OF PROTECTION BE REALIZED FOR MY NEIGHBORS AND MYSELF IF I WERE TO SEEK COURT ACTION, INSTEAD OF AN OUT OF COURT SETTLEMENT? (ESTIMATE OF FEES FOR LITIGATION)

80 MY NEIGHBOR BRAINARD FARNHAM (70 YEARS OLD) HAS HAD THREE INCIDENTS OF FLY-ROCK TRESPASS SINCE MY DAMAGES, ALTHOUGH CALLAHAN HAS ASSURED US THAT THIS HAZARD WOULD BE CONTROLLED. (UPON INFORMING THE COMPANY OFFICIALS OF THESE INCIDENTS - I WAS TOLD THAT, 'ITS IMPOSSIBLE, THIS IS HYSTERIA ETC. ETC.')

AUGUST 25TH WAS THE LAST KNOWN INCIDENT - AS THE FLY-ROCK HAS A CURIOUS HABIT OF VANISHING.

I DO NOT WANT TO MISS A CHANCE OR OVERLOOK THE POSSIBILITY OF FIRM CONTROLS BEING BROUGHT TO BEAR ON THIS COMPANY AS I AM CONCERNED FOR THE LIVES OF MY FAMILY AND NEIGHBORS.

MONEY IS SECONDARY AS FAR AS DAMAGES ARE CONCERNED - ALTHOUGH I HAVE INCURRED EXPENSES AND WOULD LIKE TO BE MADE WHOLE.



OFFICE Tel.: BAngor 942-4661

HOME 942-5971

DANA S. TREADWELL
Resident Adjuster

THE CONTINENTAL INSURANCE COMPANIES
P. O. Box 814, Bangor, Maine 04401

WARDWELL'S AGENT

WALTER J. CONSTANTINE
INSURANCE ADJUSTER

OFFICE 19 FOURTH ST.
BANGOR, MAINE

P. O. BOX 294
PHONE 945-6591
HOME PHONE 945-3382

29 MAY 1967

MR. SILSBY SAID NOT
TO SIGN THIS RELEASE

G. Sandbeck

RELEASE OF ALL CLAIMS

Read Carefully Before Signing

To All to Whom These Presents Shall Come or May Concern,

GREETING: Know ye, That We ALBERT E. SANDECKI AND JEAN S. SANDECKI
residing 50 TANNER STREET, HADDONFIELD, NEW JERSEY 08033

For the sole consideration of the payment to us at this time of the sum of FOUR HUNDRED SEVENTY - ONE & 50/100 Dollars
(\$471.50) the receipt of which we hereby acknowledge, do both jointly and severally hereby
release, acquit, and forever discharge CALAHAN MINING CORP. ETAL

his, her, their or its agents and servants, successors and assigns, heirs, executors and administrators, and
all other persons, firms and corporations, of and from any and all actions, causes of action, claims, de-
mands, damages, costs, loss of service, expenses and compensation, which we now have, or may hereafter
have, on account of, or arising out of any matter or thing which has happened, developed, or occurred,
before the signing of this release, and particularly, but not in limitation of any of the foregoing general
terms, because of the accident, casualty, or event, which occurred on or about the 19th
day of APRIL 19 67, at or near HARBOR SIDE, MAINE

We hereby declare and represent that the injuries then sustained may be permanent and pro-
gressive, and that recovery therefrom is uncertain and indefinite, and that all of the injuries, damages,
and losses may not now be fully known to us, and may be more numerous or more serious than we now
expect, and in making this release and agreement, it is understood and agreed that we rely wholly upon
our own judgment of the future development, progress, and result of the said injuries known, and
unknown, and that we have not been influenced to any extent whatever in making this release by any
representations, or statements regarding said injuries, or the legal liability therefor, or regarding any
other matters made by the party or parties who are hereby released, or by any person or persons repre-
senting such party or parties, or by any physician or surgeon employed by such party or parties, and that
we accept the above mentioned sum in full settlement and satisfaction of all claims or demands whatso-
ever, for injuries known, and unknown.

We further understand and agree that this settlement is the compromise of a doubtful and disputed
claim, and that the payment made is not to be construed as an admission of liability on the part of the
party or parties hereby released by whom liability is expressly denied.

We further declare and represent that no promise or agreement not herein expressed has been
made to us, and that this release contains the entire agreement between the parties hereto, and that the
terms of this release are contractual, and not a mere recital.

We further state that each of us is over twenty-one years of age; that we have carefully read the
foregoing release, and know the contents thereof, and that we sign it as our own free act.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the _____
day of _____ 19 _____

CAUTION: THIS IS A RELEASE . . . READ BEFORE SIGNING

(I have read the above HR release of all my claims)

[SEAL]

(I have read the above MS release of all my claims)

[SEAL]

IF SIGNED BY MARK USE PRINTS OF RIGHT THUMBS

Acknowledgment Before Notary Public or Commissioner of Deeds

STATE OF _____ }
COUNTY OF _____ } ss.:

On the _____ day of _____ 19 ____ before me personally came

known to me to be the individuals described in and who executed this Release, and each individually acknowledged a full understanding of its contents and meaning and a due execution of the same as a free act and deed and for the sole consideration therein expressed.

Certificate of Witnesses

We, the undersigned, do hereby certify that this Release was executed in our presence and that said

each individually acknowledged a full understanding of its contents and meaning and due execution of the same as a free act and deed and for the sole consideration therein expressed.

WITNESS our hands and seals on the day, month, and year aforesaid.

(Name) [SEAL] (Address)

(Name) [SEAL] (Address)

(Name) [SEAL] (Address)

Certificate of Interpreter

I hereby certify that this Release was executed in my presence by the said _____

and that I correctly and accurately translated this entire Release from the English language into the mother tongue of the said individuals, and each individually acknowledged a full understanding of its contents and meaning and due execution of the same as a free act and deed, and for the sole consideration therein expressed.

Dated _____ 19 ____

(Interpreter)

(Address)

✓

RELEASE OF ALL CLAIMS

Read Carefully Before Signing

To All to Whom These Presents Shall Come or May Concern,

GREETING: Know ye, That We ALBERT E. SANDECKI AND JEAN S. SANDECKI
residing 50 TANNER STREET, HADDONFIELD, NEW JERSEY 08033

For the sole consideration of the payment to us at this time of the sum of FIFTEEN THOUSAND DOLLARS & 00/100 Dollars
(\$1500.00) the receipt of which we hereby acknowledge, do both jointly and severally hereby
release, acquit, and forever discharge CALLAHAN MEDICAL CORP. ET AL.

his, her, their or its agents and servants, successors and assigns, heirs, executors and administrators, and
all other persons, firms and corporations, of and from any and all actions, causes of action, claims, de-
mands, damages, costs, loss of service, expenses and compensation, which we now have, or may hereafter
have, on account of, or arising out of any matter or thing which has happened, developed, or occurred,
before the signing of this release, and particularly, but not in limitation of any of the foregoing general
terms] because of the accident, casualty, or event, which occurred on or about the 17TH
day of APRIL 19 62, at or near HARBOR SIDE, ATLANTA

We hereby declare and represent that the injuries then sustained may be permanent and pro-
gressive, and that recovery therefrom is uncertain and indefinite, and that all of the injuries, damages,
and losses may not now be fully known to us, and may be more numerous or more serious than we now
expect, and in making this release and agreement, it is understood and agreed that we rely wholly upon
our own judgment of the future development, progress, and result of the said injuries known, and
unknown, and that we have not been influenced to any extent whatever in making this release by any
representations, or statements regarding said injuries, or the legal liability therefor, or regarding any
other matters made by the party or parties who are hereby released, or by any person or persons repre-
senting such party or parties, or by any physician or surgeon employed by such party or parties, and that
we accept the above mentioned sum in full settlement and satisfaction of all claims or demands whatso-
ever, for injuries known, and unknown.

?
We further understand and agree that this settlement is the compromise of a doubtful and disputed
claim, and that the payment made is not to be construed as an admission of liability on the part of the
party or parties hereby released by whom liability is expressly denied.

TELEGRAPHIC
We further declare and represent that no promise or agreement not herein expressed has been
made to us, and that this release contains the entire agreement between the parties hereto, and that the
terms of this release are contractual, and not a mere recital.

We further state that each of us is over twenty-one years of age; that we have carefully read the
foregoing release, and know the contents thereof, and that we sign it as our own free act.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the _____

day of _____ 19 _____

CAUTION: THIS IS A RELEASE . . . READ BEFORE SIGNING

(I have read the above release of all my claims)

[SEAL]

(I have read the above release of all my claims)

[SEAL]

IF SIGNED BY MARK USE PRINTS OF RIGHT THUMBS

Claims 162, 30M. ★ (55029153)

Per our conversation this morn I am enclosing our
General Release in the amt. of \$1500.00. Of course both
Mr & Mrs Sandeck must sign.

Further, per our conversation, our release must not
be altered under any conditions.

Very truly yours.

[Signature]

MEMORANDUM

THE CONTINENTAL INSURANCE COMPANIES

TO: Mr FRANCIS C. MARANO, ATTY ^{NY} CLAIM # 97-18042
FROM: Mr D.S. Treadwell, R's Asst. DATE 10/11/67
SUBJECT: RELEASE FOR SANDECKY

Per our conversation this morn I am enclosing our General Release in the amt. of \$1500.00. Of course both Mr & Mrs Sandecky must sign.

Further, per our conversation, our release must not be altered under any conditions.

Very truly yours.

D.S. Treadwell

RELEASE

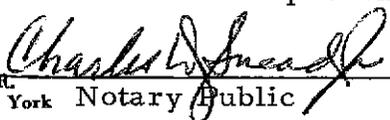
KNOW ALL MEN BY THESE PRESENTS, that
Callahan Mining Corporation, a corporation duly organized and
existing under and by virtue of the laws of the State of Arizona
which is authorized to do business in the State of Maine,

FOR AND IN CONSIDERATION of the sum of One Dollar and other valuable considerations, to it paid by Albert E. Sandecki and Jean S. Sandecki the receipt whereof is hereby acknowledged, has remised, released, and forever discharged, and does hereby, for itself, its successors and assigns, remise release, and forever discharge the said Albert E. Sandecki and Jean S. Sandecki, their Heirs, Executors, and Administrators, of and from any and all actions, causes of action, suits, claims, controversies, liabilities and demands whatsoever, both in law and equity, which against the said Albert E. Sandecki and Jean S. Sandecki the said Callahan Mining Corporation now has, or ever had, from the beginning of the world to the day of the date of these presents arising and resulting from any statements, written or oral, made or published by the said Albert E. Sandecki and/or Jean S. Sandecki concerning the said Callahan Mining Corporation.

IN WITNESS WHEREOF, the said Callahan Mining Corporation has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Joseph T. Hall, its President, thereunto duly authorized this 8th day of January in the year of our Lord one thousand nine hundred and sixty-eight.

Signed, Sealed and
Delivered in presence of

Callahan Mining Corporation


Notary Public

By 
President

RICHARD W. GLASS
FRANCIS C. MARSANO

Mr. Albert E. Sandecki

50 Tanner Street

Haddonfield, New Jersey 08033

EATON, GLASS & MARSANO
ATTORNEYS AT LAW

SAVINGS BANK BUILDING BELFAST, MAINE

STATEMENT OF YOUR ACCOUNT Jan. 19, 1968

Date	Description	Charges	Credits
	To: Legal services in re Sandecki vs. Callahan Mining Corporation resulting from accident which occurred on or about April 19, 1967 to Sandecki premises, Harbor Side, Maine	\$455 00	

TELEPHONE 374-2251

A. B. HERRICK & SON

CONTRACTORS AND BUILDERS

HARDWARE - LUMBER - PAINTS - CEMENT & TILE

BLUE HILL, MAINE

February 5, 1968

SOLD TO

┌
Mr. Albert Sandecki
50 Tanner Street
Haddonfield, N. J. 80833
└

INTEREST AFTER 30 DAYS

ACCOUNT FORWARDED TO Feb. 1, 1968

Per enclosed slips

\$40.25

*Paid check #142
Feb 12/68 40.25*