

FILE NAME: Insulators Workers' Comp Claims (IWC)

DATE: 1961

DOC#: IWC073

DOCUMENT DESCRIPTION: Claimant - Faciane

FACIANE SUMMARY

I.

Lawsuit filed by widow of an industrial insulator, not a miner or textile worker, claiming that her husband's death was due to asbestosis.

II.

Suit was filed in 1960 in Baton Rouge, Louisiana. On March 15, 1961, a supplemental and amended petition was filed, adding as defendants nine of the asbestos companies here in this courtroom.

III.

The certified court records show that the following defendants here received actual notice of the widow's contentions, through receiving legal documents, including the supplemental and amended petition: The Puheroid Company, (now GAF, represented here by Mr. John Tucker); Nicolet Industries, Inc., (represented here by Mr. Jack Urouhart); Baldwin-Ehrit-Hill, Inc., now Keene Corporation, (represented here by Mr. C. J. Weber); Union Asbestos and Rubber Company, (now UNARCO); Philip Carey Manufacturing Company, (now Celotex Corporation, represented here by Mr. Lipscomb Norvell); Armstrong Contracting & Supply Corporation, (at the time a wholly-owned subsidiary of Armstrong World Industries, Inc., represented here by Mr. Steven Rice); Johns-Manville Products Corporation and Johns-Manville Sales Corporation, (represented here by Mr. John Bissell); Eagle-Picher Company, Inc., (now Eagle-Picher Industries, represented here by Mr. Frank Bean); Pittsburg-Corning Corporation, (represented here by Mr. Gordon Pate); and Keasby & Mattison Company, (now Nicolet, Inc., again represented here by Mr. Jack Urouhart).

IV.

The supplemental and amended petition, in paragraph 37, alleged that those defendants were negligent in failing to warn of the inherent dangers in insulation products; in assuring the deceased insulator that there were no dangers in those products; and in manufacturing those products with the use of dangerous and defective materials.

V.

In August, 1963, Ruberoid (GAF), Nicolet, and Baldwin-Ehrit-Hill, (Keene), asked the widow some written questions, called interrogatories. Interrogatory No. 3 asked the widow to "(s)pecify the 'dangers inherent in the products manufactured'" by those three defendants. The widow's answer was as follows: "Insulating materials and asbestos fibers will cause a tissue reaction in the lungs."

VI.

The lawsuit was eventually dismissed as against all but one of the defendants present here on the ground that, her husband being dead, the widow could not identify specifically which products the dead man had used and been exposed to. One defendant, Armstrong, entered into a settlement with the widow, along with three other defendants, not here today.

MRS. GLADYS FACIANE

NO. 77,004

VS.

19th Judicial District Court
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

THE TRAVELERS INSURANCE COMPANY

TO The Ruberoid Company, a corporation domiciled in New York City,
New York, doing business in the State of Louisiana.

~~residing in said Parish~~

GREETING:

Original and Supplemental
and Amended

You are hereby summoned to comply with the demand contained in the petition of the plaintiff in the above entitled and numbered cause, ^{copies} ~~a~~ duly certified ^{are} ~~copy~~ of which ~~is~~ hereto attached and to be herewith served, or file your answer or other pleading in the office of the Clerk of the 19th Judicial District Court, for said Parish, at the City of Baton Rouge, within fifteen (15) days after service hereof. Your failure to comply herewith will subject you to the penalty of entry of default judgment against you.

Witness the Honorable Judges of our said Court, at Baton Rouge, Louisiana, this 20th
day of March, 1961

(sgd) Henie L. Palmer

Deputy Clerk of Said Court

A TRUE COPY this March 20th, 1961

Henie L. Palmer
Deputy Clerk of Court

MAR 22 1 46 PM '61
SHERIFF'S OFFICE
BATON ROUGE, LA.

After due and diligent search and inquiry there could not be no Agent or officer of the Corporation found in the Parish of East Baton Rouge, Louisiana for service of process therefore, this process is being returned to the Clerk of the 19th Judicial District Court this 23rd day of March, 1961, unserved.

Bryan Clemmons, Sheriff
East Baton Rouge. Parish, La.

By:

J. P. Babin
Deputy Sheriff

FILED

MAR 23 1961

Nenie L. Palmer
DY. CLERK OF COURT

MRS. GLADYS FACIANE

NO. 77,004

VS.

19th Judicial District Court
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

THE TRAVELERS INSURANCE COMPANY

TO Nicolet Industries, Inc., a corporation domiciled at Florham
Park, New Jersey, doing business in the State of Louisiana.

~~residing in said Parish.~~

GREETING:

Original and Supplemental
and Amended

You are hereby summoned to comply with the demand contained in the petition of the plaintiff in the above entitled and numbered cause, ^{copies} a duly certified copy of which ^{are} is hereto attached and to be herewith served, or file your answer or other pleading in the office of the Clerk of the 19th Judicial District Court, for said Parish, at the City of Baton Rouge, within fifteen (15) days after service hereof. Your failure to comply herewith will subject you to the penalty of entry of default judgment against you.

Witness the Honorable Judges of our said Court, at Baton Rouge, Louisiana, this 20th
day of March, 1961.

(sgd) Nenie L. Palmer

Deputy Clerk of Said Court

A TRUE COPY this March 20th, 1961

Nenie L. Palmer
Deputy Clerk of Court

MAR 22 1 46 PM '61
CLERK'S OFFICE
BATON ROUGE, LA.

After due and deligent search and Inquiry there could not be no Agent or Officer of the Corporation found in the Parish of East Baton Rouge, Louisiana for service of ~~XXXX~~ process, therefore, this process is being returned to the Clerk of the 19th Judicial District Court, this 23rd day of March, 1961, unserved.

Bryan Clemmons, Sheriff
East Baton Rouge Parish, La.

By: J. P. Balm
Deputy Sheriff

FILED

MAR 23 1961

Nemie L. Palmer
DY. CLERK OF COURT

MRS. GLADYS FACIANE

NO. 77,004

VS.

19th Judicial District Court

PARISH OF EAST BATON ROUGE

THE TRAVELERS INSURANCE COMPANY

STATE OF LOUISIANA

TO Baldwin-Ehret-Hill, Inc., a corporation domiciled at Trenton,

New Jersey, doing business in the State of Louisiana.

~~residing in said Parish.~~

GREETING:

Original and Supplemental
and Amended

You are hereby summoned to comply with the demand contained in the petition of the plaintiff in the above entitled and numbered cause, a duly certified ^{copies} ~~copy~~ of which ^{are} ~~is~~ hereto attached and to be herewith served, or file your answer or other pleading in the office of the Clerk of the 19th Judicial District Court, for said Parish, at the City of Baton Rouge, within fifteen (15) days after service hereof. Your failure to comply herewith will subject you to the penalty of entry of default judgment against you.

Witness the Honorable Judges of our said Court, at Baton Rouge, Louisiana, this 20th
day of March, 1961.

(sgd) Nenie L. Palmer

Deputy Clerk of Said Court

A TRUE COPY this March 20th, 1961

Nenie L. Palmer
Deputy Clerk of Court

RECEIVED
Mar 22 1 46 PM '61
SHERIFF'S OFFICE
BATON ROUGE, LA.

After due and deligent search and Inquir
there could not be no Agent or officer o
the Corporation found in the Parish of E
Baton Rouge, Louisiana for service of
process, therefore, this process is bein
returned to the Clerk of the 19th Judici
District Court this 23rd day of March,
1961, unserved.

Bryan Clemmons, Sheriff
East Baton Rouge Parish, La.

By: J. P. Palm
Deputy Sheriff.

FILED

MAR 23 1961

Denise L. Palmer
CLERK OF COURT

16-02
MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

19th Judicial District Court
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

TO Union Asbestos and Rubber Company, a corporation existing under
the laws of the State of Illinois, doing business in the State of
Louisiana.
~~residing in said Parish~~

GREETING:

original and supplemental and amended

You are hereby summoned to comply with the demand contained in the ~~petition~~ of the
copies of which are
plaintiff in the above entitled and numbered cause, & duly certified ~~copy of which is~~ hereto
attached and to be herewith served, or file your answer or other pleading in the office of the
Clerk of the 19th Judicial District Court, for said Parish, at the City of Baton Rouge, within
fifteen (15) days after service hereof. Your failure to comply herewith will subject you to the
penalty of entry of default judgment against you.

Witness the Honorable Judges of our said Court, at Baton Rouge, Louisiana, this 15th.
day of May, 19 62.

RECEIVED

MAY 16 10 59 AM '62

CLERK'S OFFICE
BATON ROUGE, LA.

(sgd.) Nenie L. Palmer

Deputy Clerk of Said Court

A TRUE COPY This May 15th. 1962

Nenie L. Palmer

Dy. Clerk of Court

After due and diligent search and inquiry, was unable to
find or locate the defendant mentioned herein, _____
domicile, or any one legally authorized to represent _____
upon whom service could be made. _____

I, therefore, return these papers to court not served.

J. C. Parker Jr.
Deputy Sheriff, Parish of East Baton Rouge

FILED

MAY 23 1962

Billie Harper

m

MRS GLADYS FACIANE

NO. 77,004

VS.

19th Judicial District Court

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

THE TRAVIERS INSURANCE COMPANY

TO Philip Carey Manufacturing Company, a corporation domiciled
at Cincinnati, Ohio, through C. T. Corporation System, agent
for service of process.

~~Residing in said Parish~~

GREETING:

Original and Supplemental
and Amended

You are hereby summoned to comply with the demand contained in the petitions of the plaintiff in the above entitled and numbered cause, ~~a~~ duly certified ~~copy~~ ^{copies} of which ~~are~~ ^{are} hereto attached and to be herewith served, or file your answer or other pleading in the office of the Clerk of the 19th Judicial District Court, for said Parish, at the City of Baton Rouge, within fifteen (15) days after service hereof. Your failure to comply herewith will subject you to the penalty of entry of default judgment against you.

Witness the Honorable Judges of our said Court, at Baton Rouge, Louisiana, this 20th
day of March, 1961.

Nemie L. Palmer

Deputy Clerk of Said Court

Cost \$17,000

none

Philip Carey Mfg Co.

Chas
C. J. Corp
deposition

3/23/61
D. B. Phelps
its agent
J. B. Phelps

RECEIVED

APR 23 AM 1961

DEPUTY SHERIFF S. G. H. H. H.

On the 23 day of March 1961 served a copy of the

CITATION AND ACCOMPANYING PETITION

On Philip Carey Mfg Co

MENTIONED HEREIN

by person at send or J. B. Phelps agent

returned same day

Sheriff's Fees

L. Jacob
Deputy Sheriff of Orleans Parish

28
C. H. Busch
CLERK OF COURT

MRS. GLADYS FACIANE

NO. 77,004

VS.

THE TRAVELERS INSURANCE CO.

19th Judicial District Court
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

TO Armstrong Contracting & Supply Corporation, a foreign corporation
domiciled at Wilmington, Delaware, through C. T. Corporation System,
agents for service of process.

~~Residing in said Parish.~~

GREETING:

Original and Supplemental
and Amended

You are hereby summoned to comply with the demand contained in the petition^s of the
plaintiff in the above entitled and numbered cause, ^{copies} a duly certified ^{are} copy of which ^{is} hereto
attached and to be herewith served, or file your answer or other pleading in the office of the
Clerk of the 19th Judicial District Court, for said Parish, at the City of Baton Rouge, within
fifteen (15) days after service hereof. Your failure to comply herewith will subject you to the
penalty of entry of default judgment against you.

Witness the Honorable Judges of our said Court, at Baton Rouge, Louisiana, this 20th
March 61
day of _____, 19____.

Henri L. Palmer

Deputy Clerk of Said Court

Ent & Pet
77,004

serve

Armstrong Contracting
& Supply Corp.

thru
C. J. Corp System

2/22/91
J. W. White
its agent
J. J. White

RECEIVED

FEB 23 1991

CIVIL SHERIFF'S OFFICE

On the 23 day of March 1961

CITATION AND ACCOUNTANT'S FEE

On Armstrong Contracting & Supply Co

MENTIONED HEREIN

My person of record on J.B. Phelps agt

Returned same day

Sheriff's Fees

L. Jacob

Deputy Sheriff of Orleans Parish

Sh. 10-11-1961

FILED
MAR 28 1961
P. H. Gentry
CLERK OF COURT

MRS. GLADYS FACIANE

NO. 77,004

VS.

THE TRAVELERS INSURANCE COMPANY

19th Judicial District Court
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

TO Johns-Manville Products Corporation, a corporation domiciled
in New York City, New York, through E. M. Robinson, agent for
service of process.

~~XXXXXXXXXX~~
residing in said Parish.

GREETING:

Original and Supplemental
and Amended

You are hereby summoned to comply with the demand contained in the petition of the plaintiff in the above entitled and numbered cause, a duly certified copies are hereto attached and to be herewith served, or file your answer or other pleading in the office of the Clerk of the 19th Judicial District Court, for said Parish, at the City of Baton Rouge, within fifteen (15) days after service hereof. Your failure to comply herewith will subject you to the penalty of entry of default judgment against you.

Witness the Honorable Judges of our said Court, at Baton Rouge, Louisiana, this 20th
day of March, 1961

Henri L. P. Lemer
Deputy Clerk of Said Court

6484 445
77,000

Johns - Manville Products Corp

agent

H. M. Robinson

3/23/61

at court

for

RECEIVED

MAR 23 1961

GRAND SHERIFF'S OFFICE

On the 23 day of March 19 61 served a copy of the

CITATION AND ACCOMPANYING PETITION

On Johns - Manville Products Corp

MENTIONED ABOVE

by person sent on H. M. Robinson
agent

Returned same day

Sheriff's Fees

L. Jacob

Deputy Sheriff of Orleans Parish

FILED

MAR 28 1961

C. D. Guasquer
CLERK OF COURT

MR. CLAYTON YACINE

NO. 77,008

VS.

19th Judicial District Court

PARISH OF EAST BATON ROUGE

IN THE NAME OF THE STATE OF LOUISIANA

STATE OF LOUISIANA

TO Johns-Manville Sales Corporation, a corporation domiciled in
New York City, New York, through H. M. Robinson, agent for
service of process.

~~19th Judicial District Court~~

GREETING:

~~Original and Supplemental~~
~~and Accepted~~

You are hereby summoned to comply with the demand contained in the petition^s of the
plaintiff in the above entitled and numbered cause, ~~a~~ ^{copies} duly certified ~~copy~~ ^{are} of which ~~is~~ hereto
attached and to be herewith served, or file your answer or other pleading in the office of the
Clerk of the 19th Judicial District Court, for said Parish, at the City of Baton Rouge, within
fifteen (15) days after service hereof. Your failure to comply herewith will subject you to the
penalty of entry of default judgment against you.

Witness the Honorable Judges of our said Court, at Baton Rouge, Louisiana, this 20th
March 19
day of _____, 19____

Hermie L. Palmer
Deputy Clerk of Said Court

Out & Lt
77,004

John-
Mansville
Corp.

thru agent

to M. Robinson

John-
Mansville
Corp.

RECEIVED

On the 23 day of March 19 61 served a copy of the CITATION AND ACCOMPANYING PETITION
On John-Mansville Sales Corp
MENTIONED HEREIN
by person and on H. M. Robinson
agent
Returned same day
Sheriff's Fees ***
Jacob
Deputy Sheriff of Orleans Parish

FILED

MAR 28 1961

C. R. Buckner
CLERK OF COURT

MRS. GLADYS FACIANE

NO. 77,004

VS.

19th Judicial District Court
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

THE FIVE LEE INSURANCE COMPANY

TO Eagle Picher Company, Inc., a corporation domiciled at
Cincinnati, Ohio, through Charles E. Dunbar, Jr., Sumter D. Marks,
Jr., Louis B. Claverie and Ashton Phelps, agents for service of
process.
~~Residing in said Parish~~

GREETING:

Original and
Supplemental and Amended

You are hereby summoned to comply with the demand contained in the ~~petition~~ ^{of} the
plaintiff in the above entitled and numbered cause, ~~a~~ ^{copies} duly certified ~~copy~~ ^{are} of which ~~is~~ ^{is} hereto
attached and to be herewith served, or file your answer or other pleading in the office of the
Clerk of the 19th Judicial District Court, for said Parish, at the City of Baton Rouge, within
fifteen (15) days after service hereof. Your failure to comply herewith will subject you to the
penalty of entry of default judgment against you.

Witness the Honorable Judges of ~~our~~ said Court, at Baton Rouge, Louisiana, this 20th
day of March, 19 61

Nemie L. Palmer
Deputy Clerk of Said Court

At & At
77,004

above

Eagle Pickers in the

the agents

E. E. Lumbard, Jr., & L. M. Lumbard.

J. B. Lumbard & Co., Philadelphia.

RECEIVED

APR 23 PM 9.01

CHIEF CLERK S. O. H. H.

3/23/61
Lumbard & Co.
its agent
L. M. Lumbard

On the 23 day of March 19 61 served a copy of the

CITATION AND ACCOMPANYING PETITION

On Eagle Pickers Co Inc

by person at service on Louis

MENTIONED

MR. JAMES PACIAKE

NO. 77,004

VS.

19th Judicial District Court
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

MR. JAMES PACIAKE

TO Pittsburg Corning Corporation, a corporation domiciled at
Pittsburg, Pennsylvania, through C. T. Corporation System, agents
for service of process.

~~Residing in said Parish.~~

GREETING:

Original and
Supplemental and Amended

You are hereby summoned to comply with the demand contained in the ^{Original and}petition of the
plaintiff in the above entitled and numbered cause, ^{Supplemental and Amended} a duly certified ^{copies}copy of which ^{are}is hereto
attached and to be herewith served, or file your answer or other pleading in the office of the
Clerk of the 19th Judicial District Court, for said Parish, at the City of Baton Rouge, within
fifteen (15) days after service hereof. Your failure to comply herewith will subject you to the
penalty of entry of default judgment against you.

Witness the Honorable Judges of our said Court, at Baton Rouge, Louisiana, this 20th
day of March, 1961

(sgd) Nenie L. Palmer

Deputy Clerk of Said Court

A TRUE COPY this March 20th, 1961

Nenie L. Palmer

Deputy Clerk of Court

Ch Baton Rouge La Attorney

VERSUS

No. 77004
CIVIL DISTRICT COURT
For the Parish of Orleans

New Orleans, 3/24 1961 E. H. Anderson Deputy Sheriff.

RECEIVED PAYMENT

N. O. _____ 19__

Deputy Sheriff.

Don't
on
house



MRS. GLADYS FACIANE

NO. 77,004

VS.

19th Judicial District Court

PARISH OF EAST BATON ROUGE

THE TRAVELERS INSURANCE COMPANY

STATE OF LOUISIANA

TO Keasby & Mattison Company, a corporation domiciled at
Ambler, Pennsylvania, doing business in the State of Louisiana.
~~residing in said Parish.~~

GREETING:

original and supplemental
and amended

You are hereby summoned to comply with the demand contained in the petition of the plaintiff in the above entitled and numbered cause, a duly certified ^{copies} ~~copy~~ of which ^{are} ~~is~~ hereto attached and to be herewith served, or file your answer or other pleading in the office of the Clerk of the 19th Judicial District Court, for said Parish, at the City of Baton Rouge, within fifteen (15) days after service hereof. Your failure to comply herewith will subject you to the penalty of entry of default judgment against you.

Witness the Honorable Judges of our said Court, at Baton Rouge, Louisiana, this 23rd
day of March, 1961

Henri L. Palmer

Deputy Clerk of Said Court

Est & Ret \$20
97,004

some

Reasby & Mattison Co,

their agents

Phelps, Dunham, Marks &

Glenn

420 Kerkema Bldg

10-17 5/27/11

A. Phelps

J. Tump

RECEIVED

77 MAR 29 P. M. '08
SHERIFF'S OFFICE

On the 27 day of March, 1908 served a copy of

CITATION AND ACCOMPANYING PETITION

On Reasby & Mattison Co.

person at service on A. Phelps, atty. MENTIONED HEREIN

Sheriff's Fees

Returned same day

John Tump
Deputy Sheriff of Orleans Parish

O. N. Buckner
CLERK OF COURT

X

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NUMBER 77,004 DIVISION "C"
19TH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

MOTION

On motion of H. Alva Brumfield, attorney for plaintiff herein, and on suggesting to the Court that the following named defendants engaged in business activities in the State of Louisiana, have failed to appoint an agent for service of process as required by law:

1. Owens Fiberglass Co.
2. The Ruberoid Company
3. Nicolet Industries, Inc.
4. Glass Fibers, Inc.
5. Keasby & Mattison Co.
6. Baldwin-Ehret-Hill, Inc.
7. Arrowhead Products, Inc.
8. H. I. Thompson Fiberglass Co.

And, on further suggesting to the Court that the Sheriff of East Baton Rouge Parish has been unable to serve said companies with copies of the petition filed herein;

NOW, THEREFORE, mover prays that an order issue herein directing the Sheriff of East Baton Rouge Parish to serve the above named companies through Hon. Wade O. Martin, Jr., Secretary of State of the State of Louisiana.

By Attorney:

H. Alva Brumfield
H. ALVA BRUMFIELD

FILED

APR 5 1961

Nenie L. Palmer
DY. CLERK OF COURT

CERTIFIED
TRUE COPY

JUL 10 1962
James B. Banta
BY DEPUTY CLERK

O R D E R

Premises considered:

LET Owens Corning's Fiberglass Co., The Ruberoid Company, Nicolet Industries, Inc., Glass Fibers, Inc., Keasby & Mattison Co., Baldwin-Ehret Hill, Inc., Arrowhead Products, Inc. and H. I. Thompson Fiberglass Co. be served through Hon. Wade O. Martin, Jr., Secretary of State of the State of Louisiana as herein prayed for.

Baton Rouge, Louisiana, April 6, 1961.---

Benjamin H. Hickey
JUDGE

004
17
FILED

APR 6 1961

Nenie L. Palmer
BY CLERK OF COURT

CERTIFIED
TRUE COPY

JUL 06 1982

BY *Donna C. Braton*
DEPUTY CLERK

MRS. GLADYS FACIANE

NUMBER 77,004 DIVISION "C"

VERSUS

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

THE TRAVELERS INSURANCE COMPANY

STATE OF LOUISIANA

SUPPLEMENTAL AND AMENDED PETITION

NOW INTO COURT comes Mrs. Gladys Faciane, plaintiff in the above entitled and numbered cause and with respect shows that she desires to supplement and amend her original petition filed herein in the following particulars, to-wit:

1.

Your petitioner shows that of the marriage existing between petitioner and decedent, the following children were born, namely:

Clarence A. Faciane, born July 30, 1933;
Tommy Paul Faciane, born September 1, 1938;
Gary Phillip Faciane, born August 9, 1939;
Linda Marie Faciane Leber, born January 10, 1941;
Catherine Jean Faciane, born March 8, 1942; and
Ronald Markel Faciane, born June 16, 1943.

and at the time of the death of the said Clarence A. Faciane, the minors, Catherine Jean Faciane and Ronald Markel Faciane were wholly dependent upon their father for maintenance and support.

2.

That petitioner is the duly qualified and acting natural tutrix of the minors, Catherine Jean Faciane and Ronald Markel Faciane.

3.

That Gary Phillip Faciane, at the time of the death of the said Clarence A. Faciane, was a minor, who is now a major and comes herein to be made a party plaintiff.

4.

Your petitioner now shows that Aber Company, Inc. is a corporation organized and existing under the laws of the State of Louisiana, being domiciled at 5575 Adams Avenue, Baton Rouge,

Louisiana with Charles E. Dunbar, Jr., Sumter D. Marks, Louis E. Claverie and Ashton Phelps, 420 Hibernia Building, New Orleans, Louisiana, as its agents for service of process.

5.

That M. E. Kellogg & Company is a corporation organized and existing under the laws of the State of Delaware, domiciled at Dover therein, authorized to do business in the State of Louisiana by having filed the proper credentials with the Secretary of State and having appointed H. Payne Breazeale, Victor A. Sachse and Maurice J. Wilson as its agents for service of process.

6.

That B & B Engineering & Supply Company is a corporation organized and existing under the laws of the State of Texas, domiciled at Houston therein, authorized to do business in the State of Louisiana by having filed the proper credentials with the Secretary of State and having appointed the C. T. Corporation System, 420 Hibernia Building, New Orleans, Louisiana, as its agents for service of process.

7.

That Johns-Manville Sales Corporation is a corporation organized and existing under the laws of the State of New York, domiciled in New York City therein, authorized to do business in the State of Louisiana by having filed the proper credentials with the Secretary of State and having appointed H. M. Robinson of New Orleans, Louisiana, as its agent for service of process.

8.

7006
3
That Johns-Manville Products Corporation is a corporation organized and existing under the laws of the State of New York, domiciled in New York City therein, authorized to do business in the State of Louisiana by having filed the proper credentials with the Secretary of State and having appointed H. M. Robinson

of New Orleans, Louisiana, as its agent for service of process.

9.

That Owens Corning Fiberglass Corporation is a corporation organized and existing under the laws of the State of New York, being domiciled at 717 Fifth Avenue in New York City therein, actually doing business in the State of Louisiana but having failed to appoint an agent for service of process.

10.

That The Ruberoid Company is a corporation organized and existing under the laws of the State of New York, being domiciled at 502 Fifth Avenue, New York City therein, actually doing business in the State of Louisiana, but having failed to appoint an agent for service of process.

11.

That U. S. Rubber Company is a corporation organized and existing under the laws of the State of New York, domiciled at New York City therein, authorized to do business in the State of Louisiana by having filed the proper credentials with the Secretary of State and having appointed H. M. Robinson of New Orleans, Louisiana, as its agent for service of process.

12.

That Philip Carey Manufacturing Company is a corporation organized and existing under the laws of the State of Ohio, domiciled at Cincinnati therein, authorized to do business in the State of Louisiana by having filed the proper credentials with the Secretary of State and having appointed C. T. Corporation System of New Orleans, Louisiana, as its agent for service of process.

13.

004
34
That Mundet Cork Corporation is a corporation organized and existing under the laws of the State of New Jersey, domiciled

at M. Bergen therein, authorized to do business in the State of Louisiana by having filed the proper credentials with the Secretary of State and having appointed Charles E. Dunbar, Jr., Sumter D. Marks, Louis B. Claverie and Ashton Phelps as its registered agents for service of process.

14.

That Nicolet Industries, Inc. is a corporation organized and existing under the laws of the State of New Jersey, being domiciled at 1 Nicolet Avenue, Florham Park therein, actually doing business in the State of Louisiana but having failed to appoint an agent for service of process.

15.

That Glass Fibers, Inc. is a corporation organized and existing under the laws of the State of Ohio, domiciled at 1808 Madison Avenue, Toledo therein, actually doing business in the State of Louisiana but having failed to appoint an agent for service of process.

16.

That Keasby & Mattison Company is a corporation organized and existing under the laws of the State of Pennsylvania, domiciled at 1960 Butler Avenue, Ambler, Pennsylvania, actually doing business in the State of Louisiana but having failed to appoint an agent for service of process.

17.

That Baldwin-Ehret-Hill, Inc. is a corporation organized and existing under the laws of the State of New Jersey, domiciled at 1133 Breunig, Trenton, New Jersey, actually doing business in the State of Louisiana but having failed to appoint an agent for service of process.

18.

That Eagle Picher Company, Inc. is a corporation organ-

at Cincinnati therein, authorized to do business in the State of Louisiana by having filed the proper credentials with the Secretary of State and having appointed Charles E. Dunbar, Jr., Sumter D. Marks, Jr., Louis B. Claverie and Ashton Phelps as its registered agents for service of process.

19,

That Arrowhead Products, Inc. is a corporation organized and existing under the laws of the State of California, being domiciled at 2348 Curry Street, Long Beach, California, actually doing business in the State of Louisiana but having failed to appoint an agent for service of process.

20.

That H. I. Thompson Fiber Glass Company is a corporation organized and existing under the laws of the State of California, being domiciled at Cardova and Budlong, Los Angeles, California, actually doing business in the State of Louisiana but having failed to appoint an agent for service of process.

21.

That Pittsburg Corning Corporation is a corporation organized and existing under the laws of the State of Pennsylvania, domiciled at Pittsburg therein, authorized to do business in the State of Louisiana by having filed the proper credentials with the Secretary of State and having appointed C. T. Corporation System as its agent for service of process.

22.

That Armstrong Contracting & Supply Corporation is a foreign corporation organized and existing under the laws of the State of Delaware, domiciled at Wilmington therein, authorized to do business in the State of Louisiana by having filed the proper credentials with the Secretary of State and having appointed C. T. Corporation System of New Orleans, Louisiana, as its agent for

service of process.

23.

That R. J. Reynolds Tobacco Company is a foreign corporation organized and existing under the laws of the State of New Jersey, domiciled at Jersey City therein, authorized to do business in the State of Louisiana by having filed the proper credentials with the Secretary of State and having appointed Harry McCall and Leonard Sarpy of New Orleans, Louisiana, as its agents for service of process.

24.

That P. Lorillard Company is a corporation organized and existing under the laws of the State of New Jersey domiciled at Jersey City therein, authorized to do business in the State of Louisiana by having filed the proper credentials with the Secretary of State and having appointed C. T. Corporation System of New Orleans, Louisiana, as its agent for service of process.

25.

Your petitioner now shows that during the years 1954 and 1955, the decedent, Clarence A. Faciane, was employed by defendant, Aber Insulation Company as an insulator.

26.

That during the said period of time, the Aber Insulation Company contracted for an installed insulation on the American Cynamid Company Project in Orleans Parish, Louisiana, on which job foam glass, fiberglass and unibestos were used, and the said Clarence A. Faciane was required to install said insulation without the benefit of respirators or inhalators or other protective devices.

27.

That during the year 1956, the decedent was employed by McCarthy & Branton as an insulator on the State Welfare Building Project in Baton Rouge, Louisiana, on which job vegetable cork, Fiberglass and Foam Glass were used and the

said Clarence A. Faciane was required to install such insulation without the benefit of respirators or other protective devices.

28.

That during the year 1957, the decedent was employed by M. W. Kellogg & Company on a construction project at Esso Standard Oil Company in Baton Rouge, Louisiana, on which project the said Clarence A. Faciane was required to install asbestos, foam glass and fiberglass without the benefit of respirators or other protective devices.

29.

That during the year 1958, the decedent was employed by defendant, Armstrong Contracting & Supply Corporation on the construction of Fidelity National Bank in Baton Rouge, Louisiana, the Library Building in Baton Rouge, Louisiana and during 1959, on the Grace Chemical Company Project in East Baton Rouge Parish, Louisiana, on each of which jobs the said decedent was required to install foam glass, fiberglass, asbestos and asbestos mud, without the benefit of respirators or other protective devices.

30.

That on and prior to the year 1931, the decedent smoked Camel Cigarettes, manufactured by defendant, R. J. Reynolds Tobacco Company, and continued to smoke said Camel Cigarettes continuously until on or about 1955.

31.

That from about the year 1955 until the time of his death, on or about March 20, 1960, the decedent smoked Kent Cigarettes manufactured by defendant, P. Lorillard & Company.

32.

004
f
That the decedent switched to Kent Cigarettes because of advertisements and assurances of safety and warranties that that product was wholesome and was safer, and less harmful than the non-filter tip cigarettes.

33.

That the decedent became a confirmed tobacco addict and was unable to stop smoking.

34.

Your petitioner now shows that the decedent, Clarence A. Faciane, during 1955, became ill because of damage to his lungs and internal organs and that his condition grew progressively worse until his death on or about March 20, 1960.

35.

Your petitioners now show that the doctrine of res ipsa loquitur is applicable to the facts herein.

36.

Your petitioner now shows that the death of the said Clarence A. Faciane was caused by the negligence of the defendants, Aber Company, Inc., M. W. Kellogg & Company, B & B Engineering & Supply Company and Armstrong Contracting & Supply Corporation in failing to warn the said Clarence A. Faciane of the danger inherent in using the insulating material; in failing to supply and furnish safeguards for the use of the decedent; in failing to furnish the decedent with a safe place to work; in giving assurances of safety to the decedent and in failing to make a full disclosure of the dangers inherent in such operations.

37.

Your petitioners now show that the death of the said Clarence A. Faciane was further caused by the negligence of the defendants, Johns-Manville Sales Corporation, Johns-Manville Products Corporation, Owens Corning Fiberglass Corporation, Ruberoid Company, U. S. Rubber Company, Philip Carey Manufacturing Company, Mundet Cork Corporation, Nicolet Industries, Inc., Glass Fibers, Inc., Keasby & Mattison Company, Baldwin-Ehret-Hill, Inc., Eagle Picher Company, Inc., Arrowhead Products, Inc.,

H. I. Thompson Fiber Glass Company and Pittsburg Corning Corporation in failing to warn the decedent of the dangers inherent in the products manufactured by them and used on the jobs by the decedent; in assuring the said Clarence A. Faciane that there were no dangers inherent in said products; in manufacturing the said products with the use of dangerous and defective materials and in warranting the said products were without defects or vices.

38.

That the death of the said Clarence A. Faciane was further caused by the negligence of the defendants, R. J. Reynolds Tobacco Company and P. Lorillard & Company in advertising, distributing and selling its tobacco and cigarettes without warnings; in giving assurances of safety in the selling, advertising and distributing its tobacco and cigarettes; and in manufacturing, processing, mixing and using the ingredients and tobaccos which decedent smoked and in warranting that its products were wholesome, harmless and without defects or vices.

39.

That as a result of the negligence of the defendants, their agents and employees, acting in the course and scope of their employment, said Clarence A. Faciane received severe and fatal injuries consisting of damage to his lungs, which caused abrasions thereto, resulting in his death.

40.

Your petitioner, Mrs. Gladys Faciane, now itemizes her damages as follows, to-wit:

Medical expenses incurred:

7000
40

Our Lady of Lake Hospital-----	\$ 2,007.41
Dr. Richard Selser-----	410.00
Dr. Charles A. Beskin-----	265.00
Dr. Albert McQuown-----	150.00

Funeral Expenses-----\$ 2,000.00

Mental pain and anguish of
deceased----- 50,000.00

Mental pain and anguish of
petitioner----- 50,000.00

Loss of support----- 50,000.00

Loss of love, affection and
companionship----- 50,000.00

or a total of \$204,832.41.

41.

Petitioner, Mrs. Gladys Faciane, on behalf of the
minor, Catherine Jean Faciane, itemizes her damages as
follows:

Mental pain and anguish of
deceased-----\$15,000.00

Mental pain and anguish of
the minor----- 15,000.00

Loss of support (3 years)----- 6,000.00

Loss of love, companionship
and guidance----- 15,000.00

or a total of \$51,000.00.

42.

Petitioner, Mrs. Gladys Faciane, on behalf of the
minor, Ronald Markel Faciane, itemizes his damages as
follows:

Mental pain and anguish of deceased\$15,000.00

Mental pain and anguish of
petitioner----- 15,000.00

Loss of love, companionship
and guidance----- 15,000.00

or a total of \$45,000.00.

44.

In the alternative and in the event that petitioners
are not entitled to damages for the wrongful death of the said
Clarence A. Faciane, then and in that event, they are entitled

to Workmen's Compensation Benefits under the laws of the State of Louisiana.

45.

That defendants, Armstrong Contracting & Supply Corporation, Aber Company, M. W. Kellogg & Company and B & B Engineering & Supply Company were each engaged in the construction business, a hazardous business within the meaning and intent of the Workmen's Compensation Laws of the State of Louisiana.

46.

That the decedent was employed by each of the said defendants as an insulator, a hazardous occupation at an average weekly wage in excess of \$100.00.

47.

Petitioners now show that they reiterate each and every allegation of the original petition filed herein except as herein amended.

WHEREFORE, petitioners pray that this supplemental and amended petition be filed and allowed and that there be service and citation according to law and after all legal delays and due proceedings had, that there be judgment herein in favor of petitioner, Mrs. Gladys Faciane and against the defendants, Aber Company, Inc., M. W. Kellogg & Company, B & B Engineering & Supply Company, Armstrong Contracting & Supply Corporation, Travelers Insurance Company, Johns-Manville Sales Corporation, Johns-Manville Products Corporation, Owens Corning Fiberglass Corporation, Ruberoid Company, U. S. Rubber Company, Philip Carey Manufacturing Company, Mundet Cork Corporation, Nicolet Industries, Inc., Glass Fibers, Inc., Keasly & Mattison Company, Baldwin-Ehret-Hill, Inc., Eagle Picher Company, Inc., Arrowhead Products, Inc., H. I. Thompson

Fiberglass Company, Pittsburg Corning Corporation, R. J. Reynolds Tobacco Company and P. Lorillard & Company, in solido, in the full sum of \$204,832.41, and in favor of petitioner, Mrs. Gladys Faciane, on behalf of the minor, Catherine Jean Faciane and against the defendants, in solido, in the full sum of \$51,000.00; and in favor of petitioner, Gary Phillip Faciane, and against defendants, in solido, in the full sum of \$45,000.00, together with legal interest on each of said amounts from judicial demand until paid.

In the alternative, and in the event that petitioners are not entitled to damages as herein prayed for, then and in that event, petitioner, Mrs. Gladys Faciane, Individually and for the use and benefit of the minors, Catherine Jean Faciane and Ronald Markel Faciane, prays that there be judgment herein in her favor and against the defendants, Aber Company, Inc., M. W. Kellogg & Company, B & B Engineering & Supply Company, Armstrong Contracting & Supply Corporation, and Travelers Insurance Company, in solido, for Workmen's Compensation Benefits at the rate of \$35.00 per week beginning March 20, 1960 and continuing weekly thereafter for a period of 400 weeks, together with legal interest on each past due installment from its maturity date until paid, and for funeral expenses in the sum of \$600.00, together with legal interest thereon from judicial demand until paid.

Petitioners further pray for all costs, all necessary orders, general and equitable relief.

CERTIFIED
TRUE COPY

By Attorneys:

H. ALVA BRUMFIELD
VELMA P. GERDING
ROBERT E. TURNER

JUL 08 1982

BY Nancy A. Smith
DEPUTY CLERK

FILED

MAR 15 1961

Henrie L. Palmer
CLERK OF COURT

BY: H. Alva Brumfield
205 American Bank Bldg.
Baton Rouge, Louisiana

MRS. GLADYS FACIANE

VERSUS

THE TRAVELERS INSURANCE COMPANY

NUMBER 77,004, DIVISION "C"

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

SUPPLEMENTAL AND AMENDED PETITION

NOW INTO COURT comes Mrs. Gladys Faciane, plaintiff in the above entitled and numbered cause and with respect shows that she desires to supplement and amend her original petition filed herein in the following particulars, to wit:

1.

That Union Asbestos and Rubber Company is a corporation organized and existing under the laws of the State of Illinois, being domiciled at 1111 West Perry Street in Bloomington, Illinois, therein, actually doing business in the State of Louisiana but having failed to appoint an agent for service of process.

2.

Your petitioners now show that the death of the said Clarence A. Faciane was further caused by the negligence of the defendants, Johns-Manville Sales Corporation, Johns-Manville Products Corporation, Owens Corning Fiberglass Corporation, Ruberoid Company, U.S. Rubber Company, Philip Carey Manufacturing Company, Mundet Cork Corporation, Nicolet Industries, Inc., Glass Fibers, Inc., Keasby & Mattison Company, Baldwin-Ehret-Hill, Inc., Eagle Picher Company, Inc., Arrowhead Products, Inc., H. I. Thompson Fiber Glass Company, Pittsburgh Corning Corporation and Union Abestos and Rubber Company in failing to warn the decedent of the dangers inherent in the products manufactured by them and used on the jobs by the decedent; in assuring the said Clarence A. Faciane that there were no dangers inherent in said products; in manufacturing the said products with the use of dangerous and defective materials and in warranting the said products were without defects or vices.

3.

Petitioners now show that they reiterate each and every allegation of the original petition filed herein except as amended herein.

WHEREFORE, petitioners pray that this supplemental and amended petition be filed and allowed and that there be service and citation according to law and after all legal delays and due proceedings had, that there be judgment herein in favor of petitioner, Mrs. Gladys Faciane and against the defendants, Aber Company, Inc., M. W. Kellogg & Company, B. & B. Engineering & Supply Company, Armstrong Contracting & Supply Corporation, Travelers Insurance Company, Johns-Manville Sales Corporation, John Mansville Products Corporation, Owens Corning Fiberglass Corporation, Ruberoid Company, U.S. Rubber Company, Philip Carey Manufacturing Company, Mundet Cork Corporation, Nicolet Industries, Inc., Glass Fibers, Inc., Keasly & Mattison Company, Baldwin-Ehret-Hill, Inc., Eagle Picher Company, Inc., Arrowhead Products, Inc., H. I. Thompson, Fiberglass Company, Pittsburg Corning Corporation, R. J. Reynolds Tobacco Company, a R. Lorillard & Company and Union Asbestos and Rubber Company, in solido, in the full sum of \$204,832.41, and in favor of petitioner, Mrs. Gladys Faciane, on behalf of the minor, Catherine Jean Faciane and against the defendants, in solido, in the full sum of \$51,000.00; and in favor of petitioner, Gary Phillip Faciane, and against defendants, in solido, in the full sum of \$45,000.00, together with legal interest on each of said amounts from judicial demand until paid.

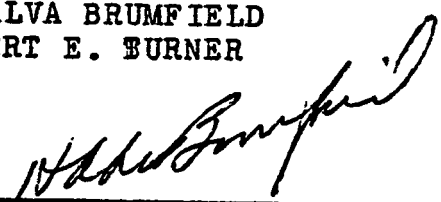
In the alternative, and in the event that petitioners are not entitled to damages as herein prayed for, then and in that event, petitioner, Mrs. Gladys Faciane, Individually and for the use and benefit of the minors, Catherine Jean Faciane and Ronald Markel Faciane, prays that there be judgment herein in her favor and against the defendants, Aber Company, Inc., M. W. Kellogg & Company, B & B Engineering & Supply Company, Armstrong Contracting & Supply Corporation, and Travelers Insur-

ance Company, in solido, for Workmen's Compensation Benefits at the rate of \$35.00 per week beginning March 20, 1960 and continuing weekly thereafter for a period of 400 weeks, together with legal interest on each past due installment from its maturity date until paid, and for funeral expenses in the sum of \$600.00, together with legal interest thereon from judicial demand until paid.

Petitioners further pray for all costs, all necessary orders, general and equitable relief.

By Attorneys:

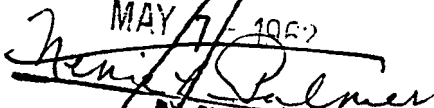
H. ALVA BRUMFIELD
ROBERT E. TURNER

BY: 

205 American Bank Building
Baton Rouge, Louisiana

FILED

MAY 7 - 1962


BY: CLERK OF COURT

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing answers have this day been mailed, properly address and postage prepaid, to C. W. Phillips, Esq., Ed Gray, Esq., Frank S. Craig, Jr., Esq., Gordon Kean, Jr., Esq., Joseph Keogh, Esq., Maurice J. Wilson, Esq., A. Leon Hebert, Esq., Richard C. Cadwallader, Esq., David W. Robinson, Esq., E. Leland Richardson, Esq., Benjamin R. Slater, Jr., Esq., Harry McCall, Jr., Esq., Carl J. Schumacher, Jr., Esq., Charles William Roberts, Esq., Calvin E. Hardin, Esq., and Arrow Head Products, Inc., attorneys of record herein.

Baton Rouge, Louisiana, this 19th day of April, 1962.


H. ALVA BRUMFIELD

FILED

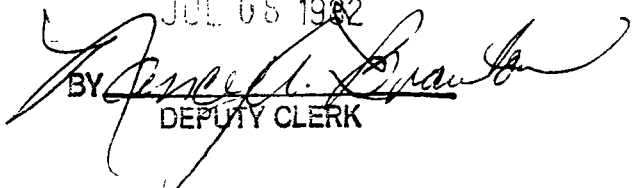
MAY 7 - 1962


MARIE L. PALMER
CLERK OF COURT

CERTIFIED
TRUE COPY

JUL 05 1962

BY


DEPUTY CLERK

MRS. GLADYS FACIANE

VERSUS

THE TRAVELERS INSURANCE
COMPANY, ET AL

: NUMBER 77,004 DIVISION "C"
: 19TH JUDICIAL DISTRICT COURT
: PARISH OF EAST BATON ROUGE
: STATE OF LOUISIANA

FILED: March 26, 1962

: Ruth White
Deputy Clerk

ORDER

It is ordered by the Court that defendant, Eagle-Picher Company, is hereby granted an extension of time in which to plead through April 23, 1962.

Baton Rouge, Louisiana, March 26th, 1962.

Thomas E. Kearney
JUDGE

FILED

MAR 26 1962

Ruth White
DEPUTY CLERK

CERTIFIED
TRUE COPY

JUL 08 1982

Larry A. Brabin
DEPUTY CLERK

MRS. GLADYS FACIANE

VERSUS

THE TRAVELERS INSURANCE
COMPANY, ET AL

NUMBER 77,004 DIVISION ¹⁴
19TH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

FILED: _____, 1962

Deputy Clerk

PEREMPTORY EXCEPTION OF NO CAUSE OR RIGHT OF ACTION

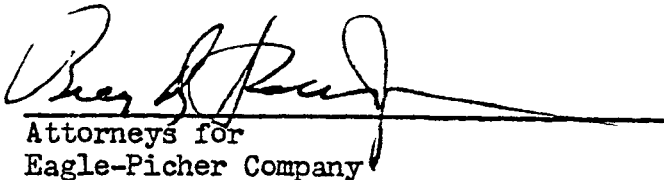
Now into Court, through undersigned counsel, comes Eagle-Picher Company referred to in the supplemental and amended petition filed herein as Eagle Picher Company, Inc., named as a defendant herein, appearing herein solely for the purpose of this exception and hereby excepts to the petition and the supplemental and amended petition filed herein on the following ground, to-wit:

I.

That the petition and the supplemental and amended petition does not state a cause or right of action against Eagle-Picher Company inasmuch as there was no privity of contract or contractual relationship between defendant Eagle-Picher Company and decedent Clarence A. Faciane, Sr., or plaintiff.

WHEREFORE, exceptor, Eagle-Picher Company, prays that this peremptory exception of no cause or right of action be maintained and that, accordingly, judgment be rendered herein in favor of defendant, Eagle-Picher Company and against plaintiff, Mrs. Gladys Faciane, rejecting plaintiff's demands at her costs, and for all additional relief as law, equity and the nature of the case may permit.

MONROE & LEMANN
Malcolm L. Monroe
Benj. R. Slater, Jr.


Attorneys for
Eagle-Picher Company

1424 Whitney Building
New Orleans, Louisiana

CERTIFICATE

I hereby certify that a copy of the above and foregoing exception has been served upon each of the following persons: H. Alva Brumfield, Esq., 205 American Bank Building, Baton Rouge, Louisiana; Harry McCall, Esq., 1500 National Bank of Commerce Building, New Orleans, Louisiana; Edward W. Gray, 205 Romain Building, Baton Rouge, Louisiana; Charles W. Phillips, 1100 La. National Bank Building, Baton Rouge, La.; Mary Bird Perkins, 304 La. National Bank Building, Baton Rouge, La.; F. S. Craig & R.F. Cangelosi, Jr., 801 Fidelity National Bank Building, Baton Rouge, La.; Aubrey McCleary, 201 Baton Rouge Savings & Loan Building, Baton Rouge, Louisiana; Maurice J. Wilson, Fidelity National Bank Building, Baton Rouge, La.; David W. Robinson, 137 St. Ferdinand St.; E. Leland Richardson, 410 Raymond Bldg.; Baton Rouge, Louisiana; Joseph F. Keogh, P. O. Box 2523, Baton Rouge, Louisiana; Paul B. Deal, 1836 National Bank of Commerce Bldg., New Orleans, La., Calvin E. Hardin, Jr., 408 La. National Bank Bldg., Baton Rouge, La.; and A. Leon Hebert, 118 St. Louis St., Baton Rouge, La., by depositing same in the United States mail.

New Orleans, Louisiana, April 23, 1962.

FILED

APR 24 1962

Billie Harper
DY. CLERK OF COURT

Benj. R. Slater, Jr.
Benj. R. Slater, Jr.

CERTIFIED
TRUE COPY

JUL 08 1982
BY *[Signature]*
DEPUTY CLERK

X
MRS. GLADYS FACIANE

VERSUS

THE TRAVELERS INSURANCE
COMPANY, ET AL

FILED: March 26, 1962

: NUMBER 77,004 DIVISION "C"
: 19TH JUDICIAL DISTRICT COURT
: PARISH OF EAST BATON ROUGE
: STATE OF LOUISIANA

R. H. White
Deputy Clerk

MOTION

Now into Court, through undersigned counsel, comes Eagle-Picher Company (referred to in the supplemental and amended petition filed herein as Eagle Picher Company, Inc.), appearing solely herein for the purpose of this motion and with full reservation of all rights to plead to the jurisdiction or venue of the Court, and moves the Court for an extension of time within which to plead as follows:

I.

Mover shows that this matter was on April 7, 1961 removed from the Nineteenth Judicial District Court for the Parish of East Baton Rouge to the United States District Court for the Eastern District of Louisiana, Baton Rouge Division, bearing Civil Action No. 2452 on the docket of said Court; that on May 15, 1961 mover was granted an extension of time within which to plead through thirty (30) days after disposition of the motion to remand by the United States District Court; mover is informed that by order of the said United States District Court the case was remanded to the Nineteenth Judicial District Court for the Parish of East Baton Rouge by order entered March 15, 1962; that mover desires that this Honorable Court grant an order extending the time within which to plead herein through April 23, 1962.

MONROE & LEMANN
Malcolm L. Monroe
Benj. R. Slater, Jr.
1424 Whitney Building
New Orleans, Louisiana

Attorneys for Mover,
Eagle-Picher Company

By: Benj. R. Slater, Jr.
Benj. R. Slater, Jr.

MRS. GLADYS FACIANE

VERSUS

THE TRAVELERS INSURANCE COMPANY

FILED: April 3, 1961

NUMBER 77,004 DIVISION "C"

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

J. H. Buckner
Deputy Clerk

MOTION

On motion of The Eagle-Picher Company, named defendant herein, appearing herein through undersigned counsel solely for the purposes of this Motion, and on suggesting to the Court that the delays for answering the petition and supplemental and amended petition filed herein by plaintiff will expire on or about April 7, 1961 and that defendant needs an additional thirty (30) days to enable defendant to properly investigate the matters alleged in the petition and supplemental and amended petition in order to prepare and file proper defensive pleadings herein;

IT IS ORDERED by the Court that defendant, The Eagle-Picher Company, be and it is hereby granted an additional thirty (30) days in which to plead to the petition and supplemental and amended petition filed herein.

Baton Rouge, Louisiana, this 3 day of April, 1961.

[Signature]
Judge

MONROE & LEMANN

Malcolm L. Monroe
Malcolm L. Monroe

Benj. R. Slater, Jr.
Benj. R. Slater, Jr.

1424 Whitney Building
New Orleans, Louisiana
Attorneys for Defendant The Eagle-Picher Company

CERTIFIED
TRUE COPY

JUL 08 1982
BY [Signature]
DEPUTY CLERK

FILED

April 3, 1961

[Signature]
BY CLERK OF COURT

CERTIFICATE

I hereby certify that a copy of the above and foregoing Motion has been served upon H. Alva Brumfield, Esq., 205 American Bank Building, Baton Rouge, Louisiana, attorney for plaintiff, by depositing the same in the United States mail on this _____ day of _____, 1961.

✓

MRS. GLADYS FACIANE, ET AL : NO. 77,004 - DIVISION "A"
: 19TH JUDICIAL DISTRICT COURT
v. : PARISH OF EAST BATON ROUGE
THE TRAVELERS INSURANCE COMPANY, ET AL : STATE OF LOUISIANA
:

MOTION AND JUDGMENT AS TO
EAGLE PICHER COMPANY

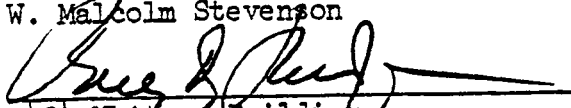
Now into Court, comes defendant, Eagle Picher Company, appearing herein through undersigned counsel, and on suggesting to the Court that on October 19, 1964 a hearing on the Peremptory Exceptions of No Cause of Action filed by defendant, Eagle Picher Company, herein was held and the Court entered an Order on October 19, 1964 sustaining the Exception of No Cause of Action and allowing plaintiffs fifteen (15) days within which to amend their petition as supplemented and amended, and on further suggesting to the Court that on or about November 2, 1964 on motion of plaintiffs the Court granted plaintiffs an additional thirty (30) days within which to amend the petition; that the times allowed plaintiffs to amend the petition have now elapsed and plaintiffs have failed to amend and, accordingly, a judgment of dismissal should be entered herein as against defendant, Eagle Picher Company, in accordance with the Court's Order of October 19, 1964;

IT IS ORDERED, ADJUDGED AND DECREED that plaintiffs' above captioned and numbered suit be, and the same is hereby, dismissed as against defendant, Eagle Picher Company, at plaintiffs' costs.

JUDGMENT READ, RENDERED AND SIGNED in Open Court on this 11 day of December, 1964.

Baton Rouge, Louisiana.

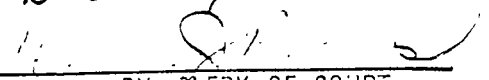
MONROE & LEMANN
Malcolm L. Monroe
Benj. R. Slater, Jr.
W. Malcolm Stevenson


1424 Whitney Building
New Orleans, Louisiana
Attorneys for EAGLE PICHER COMPANY


J U D G E

FILED

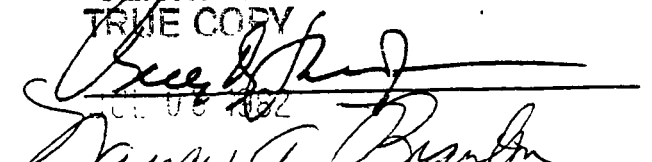
Dec. 11, 1964


DY. CLERK OF COURT

CERTIFICATE

I hereby certify that a copy of the above and foregoing Motion and Judgment has been served upon Mr. H. Alva Brumfield and Mrs. Sylvia Roberts, Attorneys for Plaintiffs, 205 American Bank Building, Baton Rouge, Louisiana, by depositing a copy in the United States mails on the 8th day of December, 1964.

CERTIFIED
TRUE COPY


DEPUTY CLERK

1
Baton Rouge, La. Dec 11, 1964
all costs paid as to Eagle Picher Co.
Baton Rouge by clerk.

X

MRS. GLADYS FACIANE

NUMBER 77,004, DIVISION "A"

VERSUS

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

THE TRAVELERS INSURANCE CO. .

STATE OF LOUISIANA

MOTION FOR EXTENSION OF TIME WITHIN WHICH
TO AMEND PETITION

NOW INTO COURT, through undersigned counsel, comes
Mrs. Gladys Faciane, plaintiff in the above captioned matter,
who shows the Court:

That on October 19, 1964, a hearing on the exceptions
filed on behalf of defendant, Eagle Picher Company was held,
and in accordance with an order of the Court entered on
October 19, 1964, plaintiff was granted fifteen days in which
to amend her petition, and on suggesting to the Court that
plaintiff will require an additional period of sixty (60)
days in which to acquire facts needed to amend her petition,
plaintiff respectfully requests that an additional period
of sixty (60) days be granted in which to amend her petition.

WHEREFORE, plaintiff, Mrs. Gladys Faciane moves
the Court for such order as may be appropriate in the cir-
cumstances and in accordance with law.

By Attorneys:

H. ALVA BRUMFIELD
SYLVIA ROBERTS
205 American Bank Building
Baton Rouge, Louisiana

By: Alva Brumfield
SYLVIA ROBERTS

O R D E R

PREMISES CONSIDERED:

IT IS ORDERED, that plaintiff, Mrs. Gladys Faciane,
is granted an extension of time of ~~sixty (60)~~ ^{thirty (30)} days in which
to amend her petition.

Baton Rouge, Louisiana, this 2nd day of November,
1964.

C. A. Barbee
JUDGE, 19th Judicial District Court

CERTIFICATE

I hereby certify that a copy of the foregoing Motion
for extension of time has this day been mailed, postage prepaid,
addressed to Benjamin R. Slater, Jr., Esquire, of the firm of
Monroe and Lemann, 1424 Whitney Building, New Orleans, Louisiana,
counsel of record for Eagle Picher Company, defendant.

Baton Rouge, Louisiana, this 2nd day of November,
1964.

FILED

NOV. 2 - 1964

Jackie Poulton
BY CLERK OF COURT

Sylvia Roberts
SYLVIA ROBERTS

CERTIFIED
TRUE COPY

JUL 08 1982

James E. Beaton
DEPUTY CLERK

X

MRS. GLADYS FACIANE

: NO. 77,004 - DIVISION "A"
:
: 19TH JUDICIAL DISTRICT COURT
:
: PARISH OF EAST BATON ROUGE

v.

THE TRAVELERS INSURANCE COMPANY

: STATE OF LOUISIANA

FILED: _____, 1964

:
: _____
: DEPUTY CLERK

PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION

Now into Court, through undersigned counsel, comes Eagle-Picher Company, referred to in the first and second supplemental and amended petitions filed herein as Eagle Picher Company, Inc., named as a co-defendant, appearing herein for the purpose of this exception and with full reservation of all exceptions filed heretofore, and hereby excepts to the petition and the first and second supplemental and amended petitions filed herein on the following grounds, to-wit:

1.

That the allegations of the petition as supplemented and amended by the first and second supplemental and amended petitions are not sufficient to state a cause of action against co-defendant Eagle-Picher Company.

The first supplemental and amended petition in paragraph 37 and the second supplemental and amended petition in paragraph 2 allege that the decedent's death was further caused by the negligence of defendants, including co-defendant, Eagle-Picher Company, through some connection with certain products of defendant that were allegedly dangerous and defectively manufactured which were used on the jobs by decedent.

The petitions fail to state either the names or the products which were allegedly dangerous or defectively manufactured by exceptor, Eagle-Picher Company, nor the jobs on which the said products were used, nor the dates of any sales of the products, nor in what respects the products were dangerous or defectively manufactured, nor what dangerous and defective materials were used in the products, nor what dangers were inherent in the products. The terms, "dangerous" and "defectively manufactured" are mere conclusions of the pleader and cannot serve as a replacement for these facts which must be alleged

in order to state a cause of action against exceptor.

WHEREFORE, exceptor, Eagle-Picher Company, prays that this peremptory exception of no cause of action be maintained and that accordingly judgment be rendered herein in favor of defendant, Eagle-Picher Company, and against plaintiff, Mrs. Gladys Faciane, rejecting plaintiff's demands at her costs and for all general and equitable relief.

MONROE & LEMANN
Benj. R. Slater, Jr.
W. Malcolm Stevenson

W. Malcolm Stevenson
1424 Whitney Building
New Orleans, Louisiana
Attorneys for
EAGLE-PICHER COMPANY

C E R T I F I C A T E

I hereby certify that a copy of the above and foregoing exception has been served upon H. Alva Brumfield, 205 American Bank Building, Baton Rouge, Louisiana, Attorney for Plaintiff, by depositing same in the United States mail on this 30th day of September, 1964.

FILED

SEP 30 1964

Jackie Scullin
CLERK OF COURT

W. Malcolm Stevenson

CERTIFIED
TRUE COPY

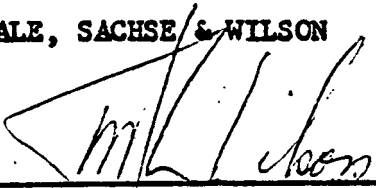
JUL 08 1982
James A. Branton
DEPUTY CLERK

the vague and ambiguous allegations complained of herein; that, in default of such amendment within a reasonable delay to be fixed by this Court, plaintiff's petition be dismissed as to exceptor, all at plaintiff's costs.

By Attorneys,

BREAZEALE, SACHSE & WILSON

By


Maurice J. Wilson
701 Fidelity Bank Building
Baton Rouge, Louisiana

Attorneys for Keasbey & Mattison Company

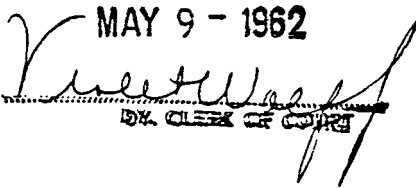
C E R T I F I C A T E

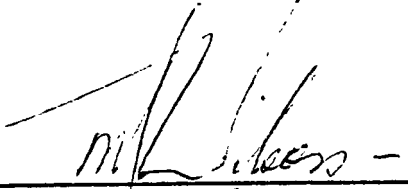
I certify that a copy of the foregoing exception has this day been served on H. Alva Brumfield, Esquire, attorney for plaintiff, by placing same in the United States Mail, postage prepaid and properly addressed to him at his offices located at 205 American Bank Building, Baton Rouge, Louisiana; further, that a copy of said exception has this day been mailed to all other counsel of record in this proceeding.

Baton Rouge, Louisiana, May 8, 1962.

FILED

MAY 9 - 1962

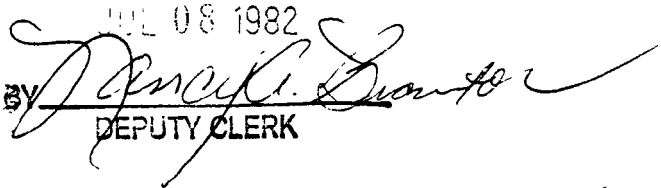

BY CLERK OF COURT


Maurice J. Wilson

CERTIFIED
TRUE COPY

MAY 08 1962

BY


DEPUTY CLERK

: NUMBER 77,004, DIVISION "A"
:
: 19TH JUDICIAL DISTRICT COURT
:
: PARISH OF EAST BATON ROUGE
:
: STATE OF LOUISIANA

: 19TH JUDICIAL DISTRICT COURT

: PARISH OF EAST BATON ROUGE
:
: STATE OF LOUISIANA

Number of children	Frequency
0	10
1	8
2	6
3	4
4	3
5	2
6	1
7	1
8	1
9	1
10	1

This matter came on for regular hearing pursuant to previous assignment on Tuesday, May 31, 1966. Present for plaintiff: Miss Sylvia Roberts; present for Keasbey & Mattison Company, defendant-exceptor, Maurice J. Wilson. When after considering the pleadings filed herein and the arguments of counsel the following minute entry was made by the Court:

"Whereupon, for oral reasons this day assigned the Court sustained the said exception of vagueness and ordered plaintiff to amend her petition to specify and name the products allegedly manufactured by defendant company and used on the job, and to specify which job said products were used and to state which of decedent's alleged employers purchased and used said products and to state when said sales took place and to state in what respect said products were dangerous and defective and what defective materials were used in the products, and to specify the alleged inherent danger in said products. On plaintiff's failure to amend her petition as herein directed within 28 days of this date, plaintiff's suit to be dismissed as to defendant, Keasbey & Mattison Company."

and, on this date it having been demonstrated to the Court that more than twenty-eight (28) days have elapsed since the aforesaid minute entry was made and further that plaintiff's petition has not been amended as required by the order of this Court;

IT IS ORDERED, ADJUDGED AND DECREED that plaintiff's action be and the same is hereby dismissed as to Keasbey & Mattison Company, at plaintiff's cost.

JUDGMENT READ, RENDERED AND SIGNED in Open Court at Baton Rouge,
Louisiana, on this 29 day of June, 1966.

**CERTIFIED.
TRUE COPY**

JUL 08 1982

~~DEPUTY CLERK~~

W. B. B. B. B.
Judge, 19th Judicial District Court

SECRET

June 29 1966

Hazel Ridger

MRS. GLADYS FACIANE : NUMBER 77,004 CIVIL DO.
VERSUS : 19TH JUDICIAL DISTRICT COURT
THE TRAVELERS INSURANCE : PARISH OF EAST BATON ROUGE
COMPANY, ET AL : STATE OF LOUISIANA

PETITION FOR RULE

The petition of PITTSBURGH CORNING CORPORATION, a defendant herein, respectfully represents that:

1.

Petitioner was purportedly made a party defendant in these proceedings by amended and supplemental petition filed on behalf of plaintiff on March 15, 1961.

2.

In said pleadings, plaintiff alleged that petitioner was qualified to do business in Louisiana and had appointed CT Corporation System as its agent for service of process, and directed that service be made on petitioner through said CT Corporation System.

3.

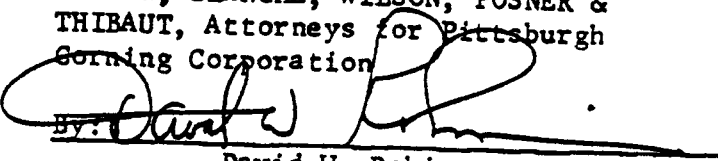
As appears in the record of this case, the petition and citation directed to petitioner were returned by the Sheriff of Orleans Parish with the notation that CT Corporation System was not the agent for service of process on petitioner's behalf.

4.

No further effort has been made by plaintiff to obtain service of process on petitioner and petitioner made no appearance in these proceedings until well after the lapse of five (5) years from the filing of said amended and supplemental petition; accordingly, there having been no step taken either in the prosecution or defense of this action as to petitioner, this suit should be dismissed as to petitioner for lack of prosecution under Article 561, Louisiana Code of Civil Procedure.

WHEREFORE, petitioner prays that a rule nisi issue herein directed to the plaintiff, Mrs. Gladys Faciane, to show cause, if any she has, on a date and at an hour to be fixed by this Court why her suit should not be dismissed as to Pittsburgh Corning Corporation at her cost.

WATSON, BLANCHE, WILSON, POSNER &
THIBAUT, Attorneys for Pittsburgh
Corning Corporation

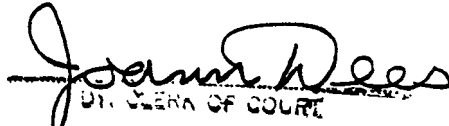
By: 

David W. Robinson
505 North Boulevard
Baton Rouge, Louisiana

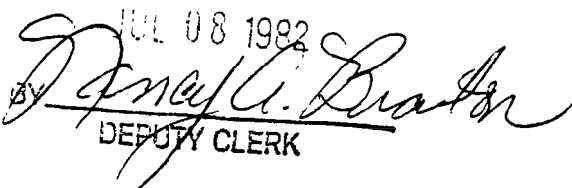
FILED

JUL 3 - 1968

SERVE PLAINTIFF, Mrs. Gladys Faciane
Through H. Alva Brumfield,
her attorney of record,
509 St. Louis Street
Baton Rouge, Louisiana


JOANN DEES
CLERK OF COURT

CERTIFIED
TRUE COPY

JUL 08 1982
BY: 
DEPUTY CLERK

MRS. GLADYS FACIANE : NUMBER 77,004 CIVIL DOCKET #3
VERSUS : 19TH JUDICIAL DISTRICT COURT
THE TRAVELERS INSURANCE : PARISH OF EAST BATON ROUGE
COMPANY, ET AL : STATE OF LOUISIANA

O R D E R

The foregoing petition considered:

IT IS ORDERED that a rule nisi issue herein directed to the plaintiff, Mrs. Gladys Faciane, to show cause, if any she has, on the 15th day of July, 1968, at 10 o'clock a.m., why her suit should not be dismissed as to Pittsburgh Corning Corporation at her cost.

Baton Rouge, Louisiana, July 3, 1968.

Robert L. Lindsey
Judge, 19th Judicial District Court

FILED

JUL 3 - 1968

Joanna Dees
CLERK OF COURT

CERTIFIED
TRUE COPY

JUL 08 1982

BY *Percy A. Banton*
DEPUTY CLERK

1

MRS. GLADYS FACIANE	:	NUMBER 77,004 CIVIL DOCKET #2
VERSUS	:	19TH JUDICIAL DISTRICT COURT
THE TRAVELERS INSURANCE	:	PARISH OF EAST BATON ROUGE
COMPANY, ET AL	:	STATE OF LOUISIANA

JUDGMENT ON RULE

This cause was heard on July 15, 1968, pursuant to assignment, on the rule of Pittsburgh Corning Corporation to dismiss plaintiff's suit as to that defendant for lack of prosecution, and counsel for plaintiff having stated to the Court that there was no objection to granting the rule:

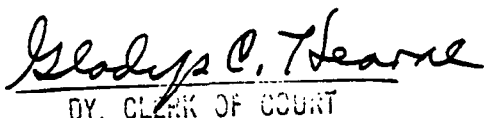
IT IS ORDERED, ADJUDGED AND DECREED that the rule issued herein be made absolute and that, accordingly, plaintiff's suit is dismissed as to Pittsburgh Corning Corporation at plaintiff's cost.

JUDGMENT RENDERED, READ AND SIGNED in Open Court at Baton Rouge, Louisiana, on the 15th day of July, 1968.

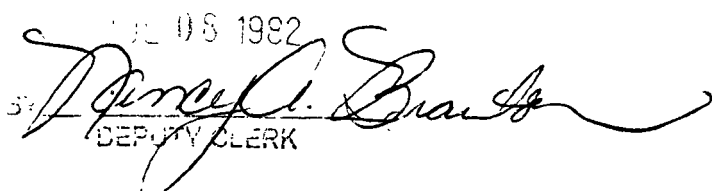

JUDGE, 19TH JUDICIAL DISTRICT COURT

FILED

JUL 15 1968


DY. CLERK OF COURT

CERTIFIED
TO BE COPY

JUL 16 1968

DEPUTY CLERK

MRS. GLADYS FACIANE

NUMBER 77,004 DIVISION "A"

VERSUS

19TH JUDICIAL DISTRICT COURT

THE TRAVELERS INSURANCE
COMPANY

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

JUDGMENT SUSTAINING DILATORY EXCEPTION

This matter came on for regular hearing pursuant to previous assignment on Monday, June 20, 1966. Present for plaintiff: Miss Sylvia Roberts; present for Johns-Manville Sales Corporation, Johns-Manville Products Corporation and Glass Fibers, Inc., defendants-exceptors, Daniel R. Atkinson. When after considering the pleadings filed herein and on stipulation of counsel the following minute entry was made by the Court:

"This matter came before the court on a dilatory exception filed on behalf of Johns-Manville Sales Corporation, Johns-Manville Products Corporation and Glass Fibers, Inc. On joint stipulation of counsel the exception of vagueness was submitted to the Court. Whereupon, for oral reasons this day assigned defendant's exception is sustained and the plaintiff ordered to amend her petition to specify and name the products allegedly manufactured by defendant companies and used on the job, to specify on which job the products were used and to state which of decedent's alleged employers purchased and used said products and to state when said sales took place and to state in what respect said products were dangerous and defective and what defective materials were used in the products, and to specify the alleged inherent danger in said products. On plaintiff's failure to amend her petition as herein directed within thirty (30) days of this date, plaintiff's suit is to be dismissed as to defendants, Johns-Manville Sales Corporation, Johns-Manville Products Corporation, and Glass Fibers, Inc."

and, on this date it having been demonstrated to the Court that more than thirty (30) days have elapsed since the aforesaid minute entry was made and further that plaintiff's petition has not been amended as required by the order of this Court;

IT IS ORDERED, ADJUDGED AND DECREED that plaintiff's action be and the same is hereby dismissed as to Johns-Manville Sales Corporation, Johns-Manville Products Corporation, and Glass Fibers, Inc. at plaintiff's cost.

JUDGMENT READ, RENDERED AND SIGNED in Open Court at Baton Rouge, Louisiana, on this 28 day of July, 1966.

CERTIFIED
TRUE COPY

FILED

July 28, 1966

Hazel W. K. [Signature]

BY

[Signature] DEPUTY CLERK

JUL 08 1966

JUDGE, 19th Judicial District Court

@ [Signature]

the vague and ambiguous allegations complained of herein; that, in default of such amendment within a reasonable delay to be fixed by this Court, plaintiff's petition be dismissed as to exceptors, all at plaintiff's costs.

By Attorneys,

DALE, RICHARDSON & DALE

By 
Daniel R. Atkinson
710 Raymond Building
Baton Rouge, Louisiana

Attorneys for Johns-Manville Sales Corporation, Johns-Manville Products Corporation, and Glass Fibers, Inc.

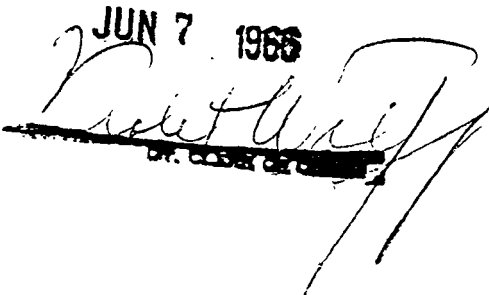
CERTIFICATE

I certify that a copy of the foregoing exception has this day been served on H. Alva Brumfield, Esquire, attorney for plaintiff, by placing same in the United States Mail, postage prepaid and properly addressed to him at his offices located at 509 St. Louis Street, Baton Rouge, Louisiana; further, that a copy of said exception has this day been mailed to all other counsel of record in this proceeding.

Baton Rouge, Louisiana, June 7, 1966.


Daniel R. Atkinson

FILED

JUN 7 1966

DEPUTY CLERK

**CERTIFIED
TRUE COPY**

JUL 05 1982
BY 
DEPUTY CLERK

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO. 77,004

DIVISION " C "

DOCKET NO. 

MRS. GLADYS FACIANE

VS

THE TRAVELERS INSURANCE CO., ET AL

FILED: May 15, 1961

Jackie Scullen
Deputy Clerk 

EXCEPTION TO THE CITATION AND TO THE JURISDICTION
RATIONE PERSONAE ON BEHALF OF DEFENDANT, THE
RUBEROID COMPANY

TO THE HONORABLE, THE JUDGES OF THE NINETEENTH JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA, DIVISION "C":

Now into court through its undersigned counsel comes The Ruberoid Company, made defendant herein, appearing solely for the purpose of urging the following exception, and excepts to the citation on the following grounds, to-wit:

Exception to Citation

The citation and petition addressed to the exceptor, The Ruberoid Company, was served through the Secretary of State for the State of Louisiana on _____, that said service is defective, null and void, for the reason that the Secretary of State for the State of Louisiana has never been designated as an agent for the service of process by the Ruberoid Company and because exceptor is not engaged in business activities in the State of Louisiana as set forth in Article 10 of the supplemental and amended petition, but, on the contrary, is neither domiciled nor doing business in the State of Louisiana and therefore cannot be cited and served through the Secretary of State of the State of Louisiana.

Exception to the Jurisdiction Ratione Personae

Defendant The Ruberoid Company further appearing solely for the purpose of urging these exceptions excepts to the

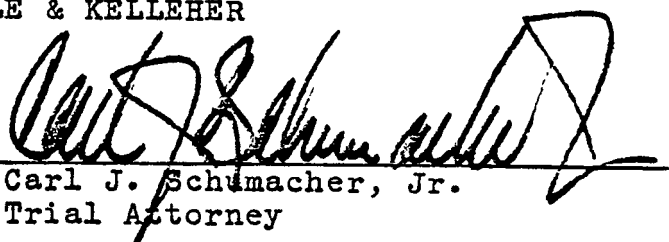
jurisdiction of the court *ratione personae* on the following grounds, to-wit:

That exceptor is not engaged in business activities in the State of Louisiana, as set forth in Article 10 of the supplemental and amended petition but, on the contrary, is neither domiciled in nor doing business in the State of Louisiana, and that this Honorable Court is without jurisdiction *ratione personae*.

WHEREFORE, exceptor prays that these exceptions be maintained and the plaintiff's suit be dismissed as to the exceptor The Ruberoid Company, at the plaintiff's costs; and for all general and equitable relief.

LEMLE & KELLEHER

By

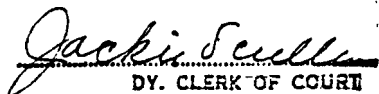

Carl J. Schumacher, Jr.
Trial Attorney

1836 National Bank of Commerce Building
New Orleans, Louisiana

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FILED

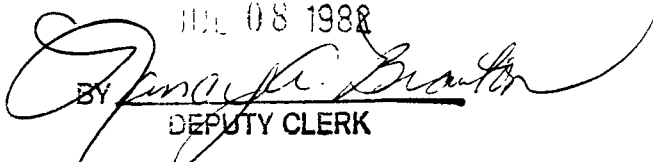
MAY 15 1961


DY. CLERK OF COURT

CERTIFIED
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JUL 08 1982

BY


DEPUTY CLERK

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO. 77,004

DIVISION "C"

DOCKET NO.

MRS. GLADYS FACIANE

VS

THE TRAVELERS INSURANCE CO., ET AL

FILED:

May 15, 1961

Jackie Seullin
Deputy Clerk

EXCEPTION TO THE CITATION AND TO THE JURISDICTION
RATIONE PERSONAE ON BEHALF OF THE DEFENDANT
BALDWIN-EHRET-HILL, INC.

TO THE HONORABLE, THE JUDGES OF THE NINETEENTH JUDICIAL DISTRICT
COURT FOR THE PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA,
DIVISION "C":

Now into court through its undersigned counsel comes
Baldwin-Ehret-Hill, Inc., made defendant herein, appearing
solely for the purpose of urging the following exception, and
excepts to the citation on the following grounds, to-wit:

Exception to Citation

The citation and petition addressed to the exceptor,
Baldwin-Ehret-Hill, Inc., was served through the Secretary of
State for the State of Louisiana on _____, that
said service is defective, null and void, for the reason that
the Secretary of State for the State of Louisiana has never
been designated as an agent for the service of process by the
Baldwin-Ehret-Hill, Inc., and because exceptor is not engaged
in business activities in the State of Louisiana as set forth
in Article 17 of the supplemental and amended petition, but,
on the contrary, is neither domiciled nor doing business in the
State of Louisiana and therefore cannot be cited and served
through the Secretary of State of the State of Louisiana.

Exception to the Jurisdiction Ratione Personae

Defendant Baldwin-Ehret-Hill, Inc., further appearing
solely for the purpose of urging these exceptions excepts to the

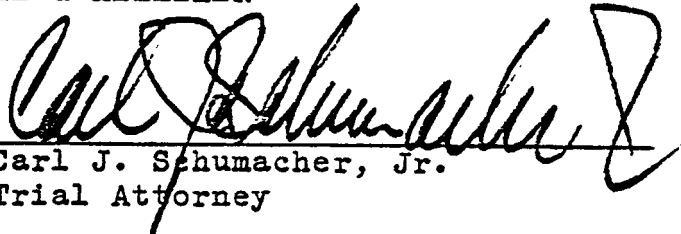
jurisdiction of the court *ratione personae* on the following grounds, to-wit:

That exceptor is not engaged in business activities in the State of Louisiana, as set forth in Article 17 of plaintiff's supplemental and amended petition but, on the contrary, is neither domiciled in nor doing business in the State of Louisiana, and that this Honorable Court is without jurisdiction *ratione personae*.

WHEREFORE, exceptor prays that these exceptions be maintained and the plaintiff's suit be dismissed as to the exceptor Baldwin-Ehret-Hill, Inc., at the plaintiff's costs; and for all general and equitable relief.

LEMLE & KELLEHER

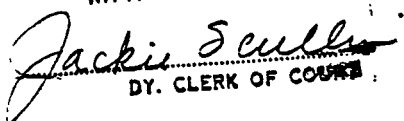
By


Carl J. Schumacher, Jr.
Trial Attorney

1836 National Bank of Commerce Building
New Orleans, Louisiana

FILED

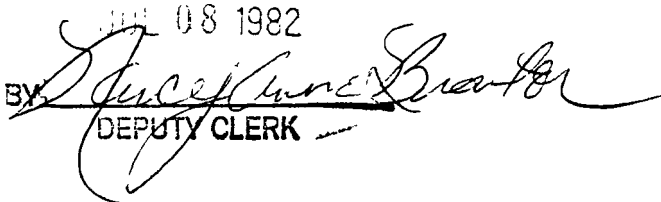
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JUL 08 1982

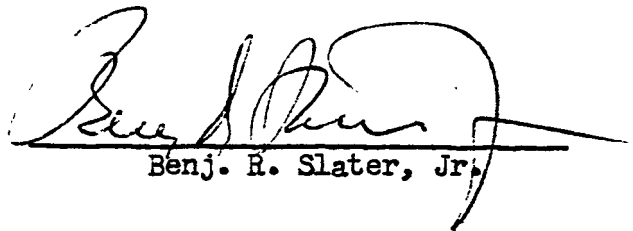
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DEPUTY CLERK

C E R T I F I C A T E

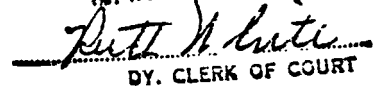
I hereby certify that copies of the above and foregoing motion have been served upon each of the following persons: H. Alva Brumfield, Esq., 205 American Bank Building, Baton Rouge, Louisiana, attorney for plaintiff; Harry McCall, Jr., Esq., 1500 National Bank of Commerce Building, New Orleans, Louisiana, and Calvin E. Hardin, Jr., Esq., Louisiana National Bank Building, Baton Rouge, Louisiana, attorneys for defendants, R. J. Reynolds Tobacco Company and P. Lorillard Company; by depositing same in the United States mail.

New Orleans, Louisiana, March 23, 1962.


Benj. R. Slater, Jr.

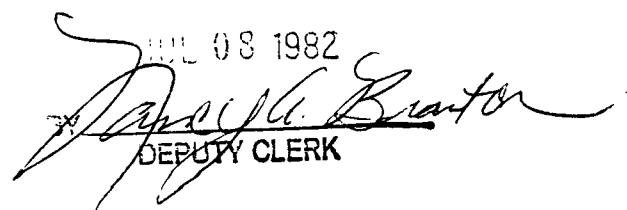
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MAR 26 1962


Betty H. White
CLERK OF COURT

CERTIFIED
TRUE COPY

MAR 08 1982


Joseph A. Braton
DEPUTY CLERK

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NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO. 77,004

DIVISION "C"

DOCKET NO.

MRS. GLADYS FACIANE

VS

THE TRAVELERS INSURANCE CO., ET AL

FILED: May 15, 1961

Jackie Scullin
Deputy Clerk

EXCEPTION TO THE CITATION AND TO THE JURISDICTION
RATIONE PERSONAE ON BEHALF OF THE DEFENDANT
NICOLET INDUSTRIES, INC.

TO THE HONORABLE, THE JUDGES OF THE NINETEENTH JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA, DIVISION "C":

Now into court through its undersigned counsel comes Nicolet Industries, Inc., made defendant herein, appearing solely for the purpose of urging the following exception, and excepts to the citation on the following grounds, to-wit:

Exception to Citation

The citation and petition addressed to the exceptor, Nicolet Industries, Inc., was served through the Secretary of State for the State of Louisiana on _____, that said service is defective, null and void, for the reason that the Secretary of State for the State of Louisiana has never been designated as an agent for the service of process by the Nicolet Industries, Inc., and because exceptor is not engaged in business activities in the State of Louisiana as set forth in Article 14 of the supplemental and amended petition, but, on the contrary, is neither domiciled nor doing business in the State of Louisiana and therefore cannot be cited and served through the Secretary of State of the State of Louisiana.

Exception to the Jurisdiction Ratione Personae

Defendant Nicolet Industries, Inc., further appearing solely for the purpose of urging these exceptions excepts to the

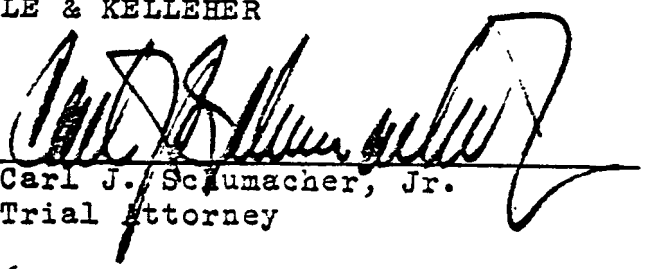
jurisdiction of the court *ratione personae* on the following grounds, to-wit:

That exceptor is not engaged in business activities in the State of Louisiana, as set forth in Article 14 of plaintiff's supplemental and amended petition but, on the contrary, is neither domiciled in nor doing business in the State of Louisiana, and that this Honorable Court is without jurisdiction *ratione personae*.

WHEREFORE, exceptor prays that these exceptions be maintained and the plaintiff's suit be dismissed as to the exceptor Nicolet Industries, Inc., at the plaintiff's costs; and for all general and equitable relief.

LEMLE & KELLEHER

By

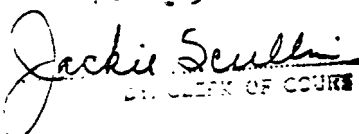

Carl J. Schumacher, Jr.
Trial Attorney

1836 National Bank of Commerce Building
New Orleans, Louisiana

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FILED

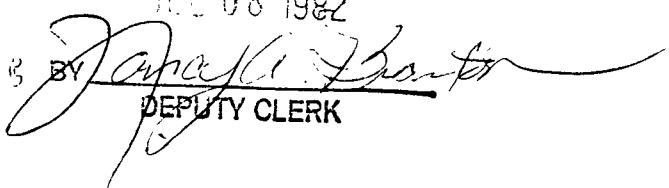
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DEPUTY CLERK OF COURT

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BY


DEPUTY CLERK

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO. 77,004

DIVISION "C"

MRS. GLADYS FACIANE

Versus

THE TRAVELERS INSURANCE COMPANY

FILED: 610 312 1963

K. L. White
DEPUTY CLERK

EXCEPTION OF VAGUENESS

Now come the Ruberoid Company, Nicolet Industries, Inc., and Baldwin-Ehret-Hill, Inc., and except to the Petition and to the Supplemental and Amended Petition of plaintiff for the reason that the said petitions are too vague and indefinite to allow exceptors to file responsive pleadings thereto in the following respects among others:

1.

Plaintiff's Supplemental and Amended Petition alleges that the death of Clarence A. Faciane was caused by the negligence of exceptors and other defendants "in failing to warn the decedent of the dangers inherent in the products manufactured by them and used on the jobs by the decedent." These allegations do not set forth facts sufficient to assess exceptors of the act or acts of negligence for which each is alleged to be responsible. The Supplemental and Amended Petition does not state to which products manufactured by exceptors plaintiff refers; nor does it state what dangers were inherent in the said products; nor does it state on what jobs the said products were used by decedent. Exceptors should not be obliged to answer these vague and

indefinite allegations, and plaintiff should be required to state in detail and specifically the products which were allegedly defective, the nature of the dangers inherent in each of them, and the jobs on which the said products were used by decedent.

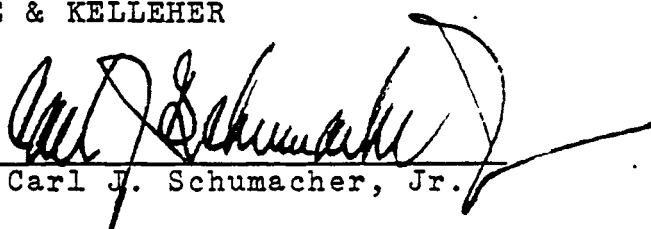
2.

The vague and indefinite nature of plaintiff's Petition and Supplemental and Amended Petition is compounded by the fact that plaintiff has charged that decedent's death was "further caused" by the negligence of certain of the defendants who manufacture and sell tobacco products. The assignment of cigarette smoking as an additional cause of decedent's death complicates the defense of the suit insofar as exceptors are concerned and makes it imperative that plaintiff be very specific in stating the products manufactured by each of the exceptors which were allegedly instrumental in decedent's death, the nature of the dangers inherent in the said products and the jobs on which the said products were used by decedent.

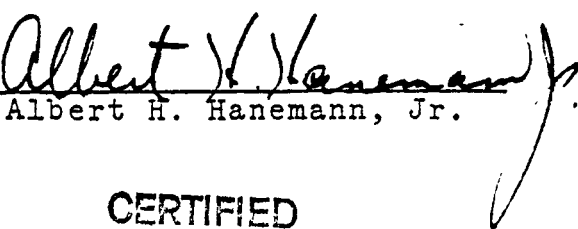
WHEREFORE, exceptors move the Court to enter an order compelling plaintiff to file additional pleadings stating in detail and specifically the products manufactured by the exceptors which allegedly caused decedent's death, the nature of the dangers inherent in the said products, and the jobs on which the said products were used by the decedent; and in default thereof exceptors move that plaintiff's suit be dismissed.

LEMLE & KELLEHER

By:


Carl J. Schumacher, Jr.

By:


Albert H. Hanemann, Jr.

CERTIFIED
TRUE COPY

BY


DEPUTY CLERK

C E R T I F I C A T E

I certify that a copy of the above and foregoing Exception of Vagueness has been served on H. Alva Brumfield by placing same in the United States mail, postage prepaid, addressed to his offices, 205 American Bank Building, Baton Rouge, Louisiana, this 30 day of December, 1963.

Albert X. Haneman

7004
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FILED

DEC 31 1963

Ruth White
BY CLERK OF COURT

**CERTIFIED
TRUE COPY**

JUL 08 1982

BY Dana Kane Brant
DEPUTY CLERK

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO. 77,004

DIVISION "C"

MRS. GLADYS FACIANE

Versus

THE TRAVELERS INSURANCE COMPANY

FILED: June 3, 1963

R. H. Smith
DEPUTY CLERK

MEMORANDUM OF AUTHORITIES

A.

EXCEPTION OF VAGUENESS

Under Article 891 of the Louisiana Code of Civil Procedure, a petitioner is required to present a clear statement of the material facts upon which his cause of action is based. Plaintiff's Petition and Supplemental and Amended Petition has charged that the decedent's death was caused by the negligence of twenty-one different defendants. It is alleged that the decedent died of a lung condition and that each of these parties were partially responsible for his death. A casual examination of plaintiff's Petition and Supplemental and Amended Petition will show that the parties defendant are engaged in the manufacture or distribution of many different types of products, used in many different ways and under many different conditions. We submit that each defendant should be given sufficient information by petitioner, who is the moving party in this lawsuit and who bears the burden of proof, to enable it to file responsive pleadings and to prepare an adequate defense. The mere allegation that twenty-one different defendants manufactured or distributed some products which contained inherent dangers causing decedent's death is not sufficient

to give any of them the necessary information to prepare a defense. To succeed in this lawsuit, plaintiff must prove the nature of the product manufactured by each defendant which is allegedly responsible for decedent's death. Since plaintiff must make such proof, it is reasonable to require him to make specific, factual allegations in his pleadings. The preparation of the defense of this lawsuit by any one of the defendants at this stage in the pleadings would be nothing more than a guessing game.

We respectfully pray that plaintiff be required to file additional pleadings that will recite completely all of the facts upon which charges of negligence are based.

B.
MOTION TO COMPEL PLAINTIFF TO FILE
ANSWERS TO INTERROGATORIES

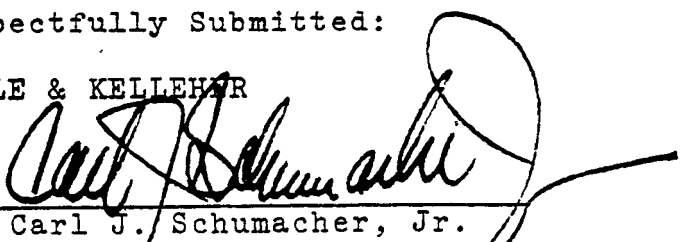
004
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We have heretofore filed interrogatories on the plaintiff in an effort to obtain the essential details which we considered lacking in plaintiff's Petition. Plaintiff filed answers to those interrogatories which are completely unresponsive and which are obviously calculated to disclose no information whatever. We believe that it is not necessary to belabor this point as a mere reading of those answers will adequately support our criticism. We respectfully pray that, in addition to being required to supplement the Petition as hereinabove requested, plaintiff be required to file answers to our interrogatories which are truly responsive and, in default thereof, that plaintiff's suit be dismissed.

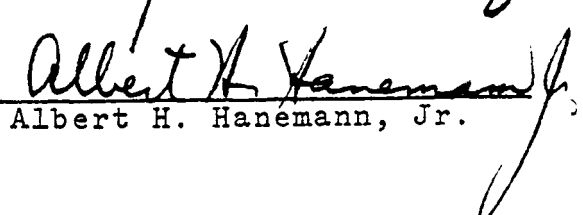
Respectfully Submitted:

LEMLE & KELLEHER

By:


Carl J. Schumacher, Jr.

By:


Albert H. Hanemann, Jr.

C E R T I F I C A T E

I hereby certify that a copy of the above and foregoing Memorandum of Authorities has been served on H. Alva Brumfield by placing same in the United States mail, postage prepaid, addressed to his offices, 205 American Bank Building, Baton Rouge, Louisiana, this 30 day of December, 1963.

Albert H. Vaneman

7004
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and

FILED

DEC 31 1963

Rob. White
BY CLERK OF COURT

CERTIFIED
TRUE COPY

JUL 08 1982

James H. Brumfield
DEPUTY CLERK

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO. 77,004

DIVISION C

MRS. GLADYS FACIANE

Versus

THE TRAVELERS INSURANCE COMPANY

Filed: _____

Deputy Clerk

MOTION TO COMPEL FILING
OF ANSWERS TO INTERROGATORIES

On motion of the Ruberoid Company, Nicolet Industries, Inc., and Baldwin-Ehret-Hill, Inc., and on suggesting to the Court that Movers have filed interrogatories herein addressed to the plaintiff, and that copies of these interrogatories were served on the plaintiff by mailing them to her attorney on August 6, 1963; and, on further suggesting that more than fifteen days has elapsed since service of these interrogatories on the plaintiff's attorney and that plaintiff has filed no answers to them:

IT IS ORDERED that the plaintiff show cause on the 21 day of Oct, 1963, why she should not be compelled to answer the interrogatories propounded to her by The Ruberoid Company, Nicolet Industries, Inc., and Baldwin-Ehret-Hill, Inc.

Baton Rouge, Louisiana, Oct 9, 1963.

FILED

OCT 9 - 1963

Henry L. Palmer
BY, CLERK OF COURT

CERTIFIED
TRUE COPY

J U D G E

OCT 08 1963

BY [Signature]
DEPUTY CLERK

Respectfully Submitted:

LEMLE & KELLEHER

BY: Albert H. Hanemann Jr.

Albert H. Hanemann, Jr.
Attorneys for Movers
1836 National Bank of Commerce Building
New Orleans 12, Louisiana

C E R T I F I C A T E

I certify that a copy of the above and foregoing Motion has been served on H. Alva Brumfield by placing same in the United States mail, postage prepaid, addressed to his offices, 205 American Bank Building, Baton Rouge, Louisiana, this 8th day of October, 1963.

Albert H. Hanemann Jr.

FILED

OCT 9 - 1963

Henri L. Palmer
DY. CLERK OF COURT

CERTIFIED
TRUE COPY

JUL 08 1982

BY

James A. Brant
DEPUTY CLERK

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO. 77,004

DIVISION ~~X~~ A

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

FILED: _____ DEPUTY CLERK

MOTION TO DISMISS

On motion of The Ruberoid Company, Nicolet Industries, Inc. and Baldwin-Ehret-Hill, Inc., appearing herein through their undersigned counsel of record, and on suggesting to the Court that a Judgment was signed herein on June 21, 1965 maintaining Movers' Exception of Vagueness and reserving to plaintiff the right to amend her Petition within 30 days of the date of the said Judgment so as to cure the defects in the Petition, in default of which plaintiffs' suit against Movers would be dismissed; and,

On further suggesting that plaintiff has failed to file an amended Petition within 30 days of the date of the said Judgment:

IT IS ORDERED, ADJUDGED AND DECREED that the above entitled and numbered cause be and it is hereby dismissed as to The Ruberoid Company, Nicolet Industries, Inc. and Baldwin-Ehret-Hill, Inc.

Baton Rouge, Louisiana, July 26, 1965.

[Signature]
J U D G E

Respectfully submitted:

LEMLE & KELLEHER

BY: *Albert H. Hanemann, Jr.*
Albert H. Hanemann, Jr.
1836 National Bank of
Commerce Building
New Orleans, Louisiana

FILED
26 July 1965
[Signature]
DY. CLERK OF COURT

CERTIFIED
TRUE COPY

JUL 05 1982
[Signature]
DEPUTY CLERK

NOTICE OF ORDER OF JUDGMENT IN COMPLIANCE
WITH LOUISIANA REVISED STATUTES OF 1950 13:3346

Re: MRS. GLADYS FACIANE

No. 77,004

Div.

VS

19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

THE TRAVELERS INSURANCE CO.

To: H. Alva Brumfield, Esq.
Albert H. Hanemann, Jr., Esq.

GREETING:

You are hereby notified that a decision was rendered and spread on the minutes of Div.
on the 21 day of June, 1965 in the above entitled and numbered cause,
and the following is a true copy of the entry of said decision:

Considering the exception of vagueness filed on behalf of exceptors,
The Ruberoid Company, Nicolet Industries, Inc. and Baldwin-Ehret-
Hill, Inc. and the court considering the pleadings, the argument of
counsel and the law and the evidence being in favor of exceptors,
it is therefore ordered, adjudged and decreed that said exception
be sustained and accordingly plaintiff amend her petition to specify
and name the products allegedly manufactured by exceptors, to name the
jobs on which the products were used by the decedent, to name the
employers who purchased and used the products manufactured by except-
ors and in what respects the products were defective and what dangerous
and defective materials were used in the products and to name the
alleged inherent dangers in the products.

On plaintiff's failure to amend her petition in accordance herewith
within 30 days of this date plaintiff's suit to be dismissed as to these
exceptors.

☒ Oral decision

☐ Written decision, a copy of which is enclosed herewith.

Thus done, signed and mailed at Baton Rouge, Louisiana,

on this 21 day of June, 1965.

FILED:

Hazel Rodgers
Deputy Clerk of Court

LAW OFFICES OF
LEMLE & KELLEHER
NATIONAL BANK OF COMMERCE BUILDING

CABLE ADDRESS "LEMMOR"

77004
K
NEW ORLEANS 12

August 6, 1963

SELM B. LEMLE (1916-1960)
LOUIS G. LEMLE
HARRY B. KELLEHER
HARRY V. SOUCHON
CHARLES KOHLMAYER, JR.
GEORGE B. MATTHEWS
H. MARTIN HUNLEY
CARL J. SCHUMACHER, JR.
THOMAS F. JORDAN
WILLIAM STEIN, JR.
CHARLES E. LUGENBUHL
C. MURPHY MOSS, JR.
ALLEN R. FONTENOT
SHIRLEY C. FRIEND, JR.
GEORGE A. FRILLOT III
N. BUCKNER BARKLEY, JR.
ALBERT H. HANEMANN, JR.
DERMOT S. MCGLINCHY
PAUL B. DEAL
WAYNE S. WOODY
JAMES A. CHURCHILL
THOMAS W. THORNE, JR.
PAUL E. HURLEY
DAVID L. CAMPBELL

Clerk of Court
19th Judicial District Court
Parish of East Baton Rouge
East Baton Rouge Parish Courthouse
Baton Rouge, Louisiana

Re: No. 77,004 - Division C - Mrs.
Gladys Faciane v. The Travelers
Insurance Company - 19th JDC -
Our File 61-284

Dear Sir:

I enclose interrogatories which we are propounding to the plaintiff. Please file these interrogatories in the record of the case.

I would appreciate your acknowledging receipt and filing of these interrogatories on the copy which is enclosed and returning it to me in the enclosed self-addressed stamped envelope.

Very truly yours,

LEMLE & KELLEHER

Albert H. Hanemann, Jr.
Albert H. Hanemann, Jr.

AHH:mah

Enclosures

cert. copy returned 8/7/63

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO. 77,004

DIVISION C

MRS. GLADYS FACIANE

Versus

THE TRAVELERS INSURANCE COMPANY

Filed: Aug 7 1963

J. H. Tucker
Deputy Clerk

INTERROGATORIES PROPOUNDED ON
BEHALF OF THE RUBEROID COMPANY,
NICOLET INDUSTRIES, INC., AND
BALDWIN-EHRET-HILL, INC.

TO: Mrs. Gladys Faciane

Under the authority of Article 1491 of the Louisiana Code of Civil Procedure, you are directed to answer, the following interrogatories, in writing and under oath, within fifteen days of your receipt hereof:

1.

In Article 37 of your Supplemental and Amended Petition you allege that The Ruberoid Company, Nicolet Industries, Inc., and Baldwin-Ehret-Hill, Inc. were negligent in failing to warn the decedent of the dangers inherent in the products manufactured by them and used by the decedent. Please specify the particular product or products to which you refer which were manufactured by these three defendants.

2.

Specify the jobs on which each of these allegedly dangerous products were used, and state the approximate dates of their use.

3.

Specify the "dangers inherent in the products manufactured" by these three defendants.

4.

What "dangerous and defective materials" were used "in manufacturing the said products" manufactured by these three defendants?

LEMLE & KELLEHER

BY:

Carl J. Schumacher, Jr.
Carl J. Schumacher, Jr.

BY:

Albert H. Hanemann, Jr.
Albert H. Hanemann, Jr.
Attorneys for The Ruberoid Company,
Nicolet Industries, Inc., and
Baldwin-Ehret-Hill, Inc.
1836 National Bank of Commerce Building
New Orleans 12, Louisiana

C E R T I F I C A T E

I certify that a copy of the above and foregoing Interrogatories has been served on H. Alva Brumfield by placing same in the United States mail, postage prepaid, addressed to his offices, 205 American Bank Building, Baton Rouge, Louisiana, this ⁶~~5~~th day of August, 1963.

CERTIFIED
TRUE COPY

Albert H. Hanemann, Jr.
Albert H. Hanemann, Jr.

FILED

JUL 08 1963

AUG 7 - 1963

DEPUTY CLERK

BY: J. N. Bussener
BY, CLERK OF COURT.

MRS. GLADYS FACIANE

NUMBER 77,004, DIVISION "C"

19TH JUDICIAL DISTRICT COURT

VERSUS

PARISH OF EAST BATON ROUGE

THE TRAVELERS INSURANCE
COMPANY, ET AL

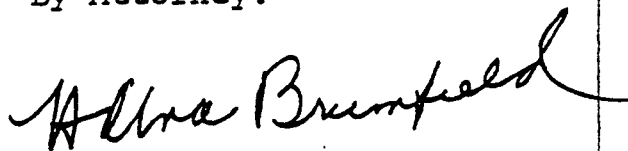
STATE OF LOUISIANA

ANSWERS TO INTERROGATORIES PROPOUNDED BY
DEFENDANTS, THE RUBEROID COMPANY, NICOLET
INDUSTRIES, INC., AND BALDWIN-EHRET-HILL,
INC.

NOW INTO COURT, through undersigned counsel,
comes Mrs. Gladys Faciane, plaintiff in the above captioned
matter who answers the interrogatories propounded to her
as follows:

1. Insulation materials, the exact name of which
is unknown to plaintiff.
2. Petitioner does not have this information, but as
soon as this information is obtained, it will be
furnished to defendant.
3. Insulating materials and asbestos fibers will cause a
tissue reaction in the lungs.
4. Petitioner does not have knowledge of the identity
of the materials used in the manufacture of products
manufactured by the defendant.

By Attorney:



H. ALVA BRUMFIELD
205 American Bank Building
Baton Rouge, Louisiana

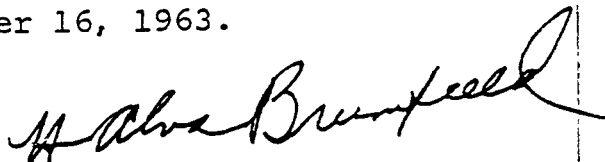
CERTIFICATE

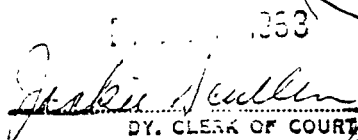
I hereby certify that a copy of the foregoing Answers
to Interrogatories has this day been mailed, postage prepaid,
addressed to Albert H. Hanemann, Jr., Esquire, 1836 National
Bank of Commerce Building, New Orleans, La.

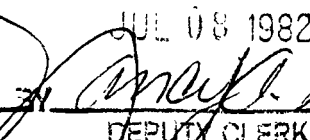
Baton Rouge, La., December 16, 1963.

FILED

CERTIFIED
TRUE COPY



1963

BY. CLERK OF COURT

JUL 08 1982

DEPUTY CLERK

H. ALVA BRUMFIELD

MRS. GLADYS FACIANE

NUMBER 77,004, DIVISION "C"

19TH JUDICIAL DISTRICT COURT

VERSUS

PARISH OF EAST BATON ROUGE

THE TRAVELERS INSURANCE
COMPANY, ET AL

STATE OF LOUISIANA

ANSWERS TO INTERROGATORIES

BEFORE ME, the undersigned authority, personally came and appeared Mrs. Gladys Faciane, plaintiff in the above entitled and captioned matter, who after by me being duly sworn did answer the interrogatories propounded by defendant, Aber Company, herein as follows:

1. Clarence Alfonso Faciene, Sr., born September 1, 1898, at Slidell, Louisiana, Social Security Number 434-05-4064.
2. Unknown.
3. This information is not available to plaintiff at this time.
4. This information is not available to plaintiff at this time.
5. Yes.
6. Clarence A. Faciene, Sr. worked with materials including, but not limited to, the following: foam glass, fiberglass, asbestos, vegetable cork, rock cork, hair felt, asbestos powder, asbestos cement, unibestos, sponge felt, asbestos mud, and 85% magnesium.
7. Autopsy report, work records and hospital records.

Mrs Gladys Faciane

MRS. GLADYS FACIENE

SWORN TO AND SUBSCRIBED BEFORE ME, this 23rd

day of December, 1963.

[Signature]
NOTARY PUBLIC

/

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

MRS. GLADYS FACIAME

NUMBER 77,004 - DIVISION _____

VS.

THE TRAVELERS INSURANCE
COMPANY

ANSWER OF P. LORILLARD COMPANY, A
DEFENDANT, TO ORIGINAL PETITION AND
SUPPLEMENTAL AND AMENDED PETITION
FILED BY PLAINTIFFS

TO THE HONORABLE, THE JUDGES OF THE NINETEENTH JUDICIAL DISTRICT COURT WITHIN
AND FOR THE PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA:

Now into Court, through undersigned counsel, comes P. Lorillard Company, purportedly made a defendant herein, and, for answer to the original petition filed herein by plaintiffs and to the supplemental and amended petition filed herein by plaintiffs, and to said original petition as supplemented and amended by said supplemental and amended petition, denies all of the allegations contained in said petitions, except such thereof, if any, that may be hereafter especially admitted.

Further answering said petitions categorically, respondent avers, alleges and pleads as follows:

1.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 1 of said original petition.

2.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 2 of said original petition.

3.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 3 of said original petition.

4.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all the allegations contained in paragraph 4 of said original petition.

5.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all the allegations contained in paragraph 5 of said original petition.

6.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all the allegations contained in paragraph 6 of said original petition.

7.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all the allegations contained in paragraph 7 of said original petition.

8.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all the allegations contained in paragraph 8 of said original petition.

9.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all the allegations contained in paragraph 9 of said original petition.

10.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 10 of said original petition.

11.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all the allegations contained in paragraph 11 of said original petition.

12.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 12 of said original petition.

13.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all the allegations contained in paragraph 13 of said original petition.

14.

For lack of sufficient information to justify a belief with regard thereto, respondent denies the allegations contained in paragraph 14 of said original petition.

15.

Respondent alleges that paragraph 15 of said original petition contains no allegations of fact and therefore should require no answer; if answer is required, then for lack of sufficient information to justify a belief with regard thereto, respondent denies the allegations contained in paragraph 15 of said original petition.

16.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 1 of said supplemental and amended petition.

17.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 2 of said supplemental and amended petition.

18.

For lack of sufficient information to justify a belief with regard ^{all of} thereto, respondent denies/the allegations contained in paragraph 3 of said supplemental and amended petition.

19.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 4 of said supplemental and amended petition.

20.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 5 of said supplemental and amended petition.

21.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 6 of said supplemental and amended petition.

22.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 7 of said supplemental and amended petition.

23.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 8 of said supplemental and amended petition.

24.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 9 of said supplemental and amended petition.

25.

For lack of sufficient information to justify a belief with regard thereto, respondent denies ^{all of} the allegations contained in paragraph 10 of said supplemental and amended petition.

26.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 11 of said supplemental and amended petition.

27.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 12 of said supplemental and amended petition.

28.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 13 of said supplemental and amended petition.

29.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 14 of said supplemental and amended petition.

30.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 15 of said supplemental and amended petition.

31.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 16 of said supplemental and amended petition.

32.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 17 of said supplemental and amended petition.

33.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 18 of said supplemental and amended petition.

34.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 19 of said supplemental and amended petition.

35.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 20 of said supplemental and amended petition.

36.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 21 of said supplemental and amended petition.

37.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 22 of said supplemental and amended petition.

38.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 23 of said supplemental and amended petition.

39.

Respondent admits that the allegations contained in paragraph 24 of said supplemental and amended petition are substantially correct.

40.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 25 of said supplemental and amended petition.

41.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 26 of said supplemental and amended petition.

42.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 27 of said supplemental and amended petition.

43.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 28 of said supplemental and amended petition.

44.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 29 of said supplemental and amended petition.

45.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 30 of said supplemental and amended petition.

46.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 31 of said supplemental and amended petition.

47.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 32 of said supplemental and amended petition, except that respondent denies outright that it published or gave such advertisements and assurances of safety and warranties as are alleged.

48.

Respondent denies all of the allegations contained in paragraph 33 of said supplemental and amended petition.

49.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 34 of said supplemental and amended petition.

50.

Respondent denies all of the allegations contained in paragraph 35 of said supplemental and amended petition.

51.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 36 of said supplemental and amended petition.

52.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 37 of said supplemental and amended petition.

53.

Respondent denies all of the allegations contained in paragraph 38 of said supplemental and amended petition.

54.

Respondent denies all of the allegations contained in paragraph 39 of said supplemental and amended petition.

55.

Respondent denies all of the allegations contained in paragraph 40 of said supplemental and amended petition.

56.

Respondent denies all of the allegations contained in paragraph 41 of said supplemental and amended petition.

57.

Respondent denies all of the allegations contained in paragraph 42 of said supplemental and amended petition.

58.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 44 of said supplemental and amended petition.

59.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 45 of said supplemental and amended petition.

60.

For lack of sufficient information to justify a belief with regard thereto, respondent denies all of the allegations contained in paragraph 46 of said supplemental and amended petition.

61.

For answer to paragraph 47 of said supplemental and amended petition, respondent now reiterates each and every allegation and denial contained in paragraphs 1 to 15, inclusive, of this answer, the same as if repeated in extenso.

* * *

Further answering said petitions, respondent avers, alleges and pleads as follows:

62.

Respondent particularly denies that either the illness or the death of the late Clarence A. Faciane (hereafter referred to as "decedent") was caused by, "further caused by", or in any way related to any fault on the part of respondent, the existence of any such fault being likewise particularly denied.

63.

In the alternative, and solely in the event that respondent should be found to have been guilty of any negligence related to decedent's death (which is denied), respondent avers that any claim which plaintiffs may have against it in respect of the illness or death of decedent (for which respondent denies that there is any legal basis) is barred by the prescription

provided by Articles 2534, 2546 and 3536 of the Louisiana Civil Code, and by such other period or periods, statutory or otherwise, as may be applicable.

64.

✓ In the alternative, and solely in the event that respondent should be found to have been guilty of any negligence related to decedent's death (which is denied), respondent further avers that any recovery by plaintiffs is barred by decedent's having assumed any risks incident to the smoking of cigarettes manufactured by respondent.

65.

✓ In the alternative, and solely in the event that respondent should be found to have been guilty of any negligence related to decedent's death (which is denied), respondent further avers that decedent was contributorily negligent in continuing to smoke when he knew or should have known, in the exercise of due care, that doing so might be injurious to his health.

WHEREFORE, respondent, P. Lorillard Company, prays that as to your said respondent, the demands of plaintiffs and each and all of them be all rejected and denied, and that as to your said respondent, this suit be dismissed, at the costs of plaintiffs herein.

Respondent further prays for all necessary orders, and for all general and equitable relief, and for all costs.

By Attorneys:

DURRETT, HARDIN, HUNTER, DAMERON & FRITCHIE

BY:

Calvin E. Hardin, Jr.
Calvin E. Hardin, Jr., Esquire, Attorney at Law

Address: 408 Louisiana National Bank Building,
Baton Rouge, Louisiana, counsel for P.
Lorillard Company

C E R T I F I C A T E

I certify that a copy of the foregoing pleading was this day mailed, postage prepaid, to each of the following:

Charles W. Phillips, Esquire
Taylor, Porter, Brooks, Fuller & Phillips
Attorneys at Law
1100 Louisiana National Bank Building
Baton Rouge, Louisiana, counsel for
The Travelers Insurance Company and
Armstrong Contracting & Supply Corporation,
defendants

Edward W. Gray, Esquire
Percy and Macmurdo
Attorneys at Law
205 Roumain Building
Baton Rouge, Louisiana
Counsel for Aber Company, Inc., a defendant

Frank S. Craig, Jr., Esquire
Kizer, Heaton, Craig & Cangelosi
Attorneys at Law
801 Fidelity National Bank Building
Third Street
Baton Rouge, Louisiana
Counsel for Owens-Corning Fiberglass Corporation,
a defendant

Jr.,
R. Gordon Kean, Esquire
Sanders, Miller, Downing, Rubin & Kean
201 Baton Rouge Savings & Loan Building
Baton Rouge, Louisiana
Counsel for U. S. Rubber Company, a defendant

Joseph F. Keogh, Esquire
Seale, Hayes, Smith, Keogh & Franklin
Attorneys at Law
700 Florida Street
Baton Rouge, Louisiana
Counsel for H. I. Thompson Fiberglass Company and
Philip Carey Manufacturing Company, defendants

Maurice J. Wilson, Esquire
Breazeale, Sachse & Wilson
Attorneys at Law
Fidelity National Bank Building
Third Street
Baton Rouge, Louisiana
Counsel for Neasbey & Mattison Company,
a defendant

A. Leon Hebert, Esquire
Attorney at Law
118 St. Louis Street, Baton Rouge, Louisiana.
Counsel for M. W. Kellogg Company, a defendant

Richard C. Cadwallader, Esquire
Attorney at Law
304 Louisiana National Bank Building
Baton Rouge, Louisiana
counsel for B & B Engineering & Supply Company,
a defendant

David W. Robinson, Esquire
Watson, Blanche, Wilson, Posner & Thibaut
Attorneys at Law
137 St. Ferdinand Street
Baton Rouge, Louisiana
Counsel for Pittsburg Corning Corporation,
a defendant

E. Leland Richardson, Esquire
Attorney at Law
410 Raymond Building
Baton Rouge, Louisiana
Counsel for Johns-Manville Sales Corporation
and Johns-Manville Product Corporation and
Glass Fibers, Inc., defendants

Benj. R. Slater, Jr., Esquire
Monroe & Lemann
Attorneys at Law
1425 Whitney Building,
New Orleans, Louisiana, counsel for Eagle Picher
Company

Harry McCall, Jr., Esquire
Chaffee, McCall, Phillips, Burke & Hopkins
Attorneys at Law
1500 National Bank of Commerce Building
New Orleans, Louisiana, counsel for R. J. Reynolds
Tobacco Company, a defendant

Carl J. Schumacher, Jr., Esquire
Lemle & Kelleher
Attorneys at Law
1836 National Bank of Commerce Building
New Orleans, Louisiana, counsel for Baldwin-Ehret-Hill,
Inc. and Nicolet Industries, Inc. and The Ruberoid
Company, defendants.

Charles Wm. Roberts, Esquire
Burton, Roberts & Ward
Attorneys at Law
206 La. Avenue, Baton Rouge, Louisiana
Counsel for Mandet Cork Corporation, a defendant

Arrow Head Products, Inc.
2342 Curry Street
Long Beach, California, a defendant

H. Alva Brunfield, Esquire
Attorney at Law
205 American Bank Building
352 Florida Street
Baton Rouge, Louisiana
Counsel for Plaintiffs

Baton Rouge, Louisiana, this 13 day of April, 1962.

FILED

APR 16 1962

Calvin E. Hardin, Jr.
Calvin E. Hardin, Jr., Esquire, Attorney at
Law
Address: 408 Louisiana National Bank Building
Baton Rouge, Louisiana, counsel for P.
Lorillard Company

CLERK OF COURT

-13-

CERTIFIED
TRUE COPY

JUL 08 1982
BY [Signature]
DEPUTY CLERK

Book 1268. Folio 407

MINUTE ENTRY:
FEBRUARY 26, 1962
WEST, J.

MRS. GLADYS FACIANE

VERSUS

NO. 2452 - CIVIL ACTION

BATON ROUGE DIVISION

TRAVELERS INSURANCE CO., ET AL

This matter came on for hearing at a former day on a motion of the plaintiff to remand this case to the Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana. After hearing argument of counsel for the respective parties, and after receiving briefs from the respective parties, the matter was submitted when the Court took time to consider.

Now, after due consideration thereof:

IT IS ORDERED by the Court that the motion filed by the plaintiff to remand this case to the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, be and the same is hereby GRANTED.

~~*****~~
PER CURIAM

In order for one of several defendants to be able to remove a claim against such defendant to the Federal Court, there must be a "separate and independent claim or cause of action, which would be removable if sued upon alone" joined with other non-removable claims. It is the opinion of this Court that no such "separate and independent claim or cause of action" exists here. American Fire & Casualty Co. v. Fim, 71 S. St. 534; 341 U.S. 6. Edwards v. E. I. duPont deNemours & Co., 133 F. 2d 165; Kolb v. Prudential Insurance Co. of America, 170 F. Supp. 97; Butler Manufacturing Co. v. Wallace & Tiernan Sales Corp., 82 F. Supp. 635.

CLERK'S OFFICE
A TRUE COPY

MAR 15 1962

C. B. [Signature]
Deputy Clerk, United States District Court
Eastern District of Louisiana
Baton Rouge, La.

Furthermore, the necessary diversity of citizenship is lacking for a complete removal because of the fact that one of the plaintiff's employers, who is a citizen and resident of Louisiana, is joined as a defendant in the tort action as well as in the alternative claim for workman's compensation. Since the plaintiff has a right under Louisiana Law to sue his employer in tort, and alternatively in workman's compensation, such an alternative plea cannot be said to be frivolously made for the purpose of defeating jurisdiction in the Federal Court. Jackson v. Southern Kraft Corp., 183 So. 135.

(SIGNED) E. GORDON WEST

JUDGE, UNITED STATES DISTRICT COURT

FILED
Mch. 16 - 1962
P. H. Buckner
BY CLERK OF COURT

CERTIFIED
TRUE COPY

JUL 08 1982
Joseph L. Brantze
BY DEPUTY CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA
BATON ROUGE DIVISION

CLERK'S OFFICE

A TRUE COPY

MINUTE ENTRY:

APRIL 30, 1962

WEST, J.

JUN 18 1962

Margaret H. Jones
Deputy Clerk, U. S. District Court
Eastern District of Louisiana
Baton Rouge, La.

MRS. GLADYS FACIANE

CIVIL ACTION NO. 2455

VERSUS

TRAVELERS INSURANCE CO., ET AL

IT IS ORDERED by the Court that the motion filed by the plaintiff to remand this case to the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, be and the same is hereby GRANTED.

PER CURIAM

In order for one of several defendants to be able to remove a claim against such defendant to the Federal Court, there must be a "separate and independent claim or cause of action, which would be removable if sued upon alone" joined with other non-removable claims. It is the opinion of this Court that no such "separate and independent claim or cause of action" exists here. American Fire & Casualty Co. v. Finn, 71 S. Ct. 534; 341 U. S. 6; Edwards v. E. I. duPont de Nemours & Co., 183 F. 2d 165; Kolb v. Prudential Insurance Co. of America, 170 F. Supp. 94; Butler Manufacturing Co. v. Wallace & Tiernan Sales Corp., 82 F. Supp. 635.

Furthermore, the necessary diversity of citizenship is lacking for a complete removal because of the fact that one of the plaintiff's employers, who is a citizen and resident of Louisiana, is joined as a defendant in the tort action as well as in the alternative claim for workman's compensation. Since the plaintiff has a right under Louisiana Law to sue his employer in tort, and alternatively in workman's compensation, such an alternative plea cannot be said to be frivolously made for the purpose of defeating jurisdiction in the Federal Court.

Jackson v. Southern Kraft Corp., 183 So. 135.

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✓

Spd. E. Gordon West
JUDGE, UNITED STATES DISTRICT COURT

Secretary, Deputy Clerk of Court

GLADYS FACIANE

* NUMBER: 77,004 DOCKET 2

versus

* 19TH JUDICIAL DISTRICT COURT

* PARISH OF EAST BATON ROUGE

THE TRAVELERS INS. CO., ET AL * STATE OF LOUISIANA

* * * *

J U D G M E N T

This cause came on for hearing pursuant to assignment on the exception of vagueness filed by Philip Carey Manufacturing Company. Present in Court was Frank J. Polozola, attorney for Philip Carey Manufacturing Company.

The Court considering the law and evidence to be in favor of exceptor;

IT IS ORDERED, ADJUDGED AND DECREED that the exception of vagueness be and it is hereby sustained.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff be and she is hereby given fifteen days to amend her petition to state with particularity the matters complained of, and;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if plaintiff fails to amend her petition within fifteen days, that her suit be dismissed against Philip Carey Manufacturing Company at her costs with prejudice.

JUDGMENT RENDERED April 28, 1969.

JUDGMENT READ AND SIGNED on this 30 day of April, 1969.

CA Barnett

J U D G E

Respectfully submitted:

SEALE, SMITH, BAINE & PHELPS
P. O. Box 3037
Baton Rouge, Louisiana 70821
Phone: 348-5535 A.C. 504

BY:

Frank J. Polozola
FRANK J. POLOZOLA

FILED
APR 30 1969
Baton Rouge, Louisiana
CLERK OF COURT
CERTIFIED
TRUE COPY

JUL 08 1982

Frank A. Barnett

Judgment of Dismissal

MRS. GLADYS FACIANE

vs.

THE TRAVELERS INSURANCE COMPANY, ET AL

No. 77,004 #2

19th Judicial District Court

Parish of East Baton Rouge, State of Louisiana

In the above entitled and numbered cause now comes the plaintiff, and with respect moves that said suit be dismissed at plaintiff's costs., with prejudice as to all defendants.

By Attorney

H. Alva Brumfield

JUDGMENT

On motion of counsel for plaintiff in above entitled and numbered cause:

It is ordered, adjudged and decreed that said suit be dismissed at plaintiff's costs, with prejudice as to all defendants.

Done, read and signed in Open Court on this 31 day of March, 1969

C. A. Barnett
Judge 19th Judicial District

This is to certify that the costs of Court, incurred in the above entitled and numbered cause, including this Judgment of Dismissal, amounting to \$345⁷⁵ (\$33⁵⁰ due the Sheriff of East Baton Rouge, and \$312²⁵ due the Clerk of Court), are paid in full.

Signed this 28 day of March, 1969

Billie Harper
Deputy Clerk of Court

L. P. Dwyer
Deputy Sheriff

FILED

March 31, 1969

Rayl Rodger

CERTIFIED
TRUE COPY

JUL 06 1982

DEPUTY CLERK

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NINETEENTH JUDICIAL DISTRICT COURT

OF THE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

MRS. GLADYS FACIANE	:	NUMBER 77,004
	:	
VS.	:	
	:	
ARMSTRONG CONTRACTING AND SUPPLY	:	
CORPORATION; THE TRAVELERS INSURANCE	:	
COMPANY; THE ABER COMPANY; and QUEEN	:	
INSURANCE COMPANY OF AMERICA	:	JOINT PETITION

The joint petition of MRS. GLADYS FACIANE, a resident of the full age of majority of East Baton Rouge Parish, Louisiana, hereinafter sometimes called "Faciane"; ARMSTRONG CONTRACTING AND SUPPLY CORPORATION and THE ABER COMPANY, hereinafter sometimes referred to as "Employers"; and QUEEN INSURANCE COMPANY OF AMERICA and THE TRAVELERS INSURANCE COMPANY, foreign insurance corporations, with respect represent that:

1.

On or prior to September of 1959, Employers were engaged in the business of installation and were insured against liability under the Workmen's Compensation Laws of the State of Louisiana by Insurance Companies, Queen Insurance Company of America and The Travelers Insurance Company.

2.

On or prior to September of 1959, Faciane's husband, Clarence A. Faciane, Sr., who was employed as an installator, was injured in East Baton Rouge Parish as follows: Petitioner alleges that her husband died as a result of lung damage caused by the inhalation of insulation material.

3.

Sixty-five percent (65%) of Clarence A. Faciane, Sr.'s, average weekly earnings is in excess of the statutory maximum weekly compensation benefit of Thirty-five and No/100 Dollars (\$35.00). Insurance Companies have not paid Mrs. Gladys Faciane any workmen's compensation.

4.

Insurance Companies have paid Mrs. Gladys Faciane no medical expense.

5.

Petitioner claims and contends that as a result of the aforesaid incident, she is entitled to permanent and total disability benefits and is accordingly entitled to the maximum statutory indemnity and medical expense and funeral expense as afforded by the Louisiana Workmen's Compensation Act.

6.

The Aber Company, Armstrong Contracting and Supply Corporation, The Travelers Insurance Company, and Queen Insurance Company of America deny that Clarence A. Faciane, Sr., suffered any accident or injury in the course and scope of his employment for Employers. In the alternative, Queen Insurance Company of America and The Travelers Insurance Company also contend that the death of Clarence A. Faciane, Sr., was due to causes unrelated to his employment for The Aber Company and Armstrong Contracting and Supply Corporation. For these and other reasons Aber Company and Armstrong Contracting and Supply Corporation contend that petitioner is entitled to be paid no workmen's compensation or medical expenses whatsoever.

7.

Therefore, bona fide disputes exist between petitioner and Employers and Insurance Companies, as defined by the Louisiana Workmen's Compensation Act.

8.

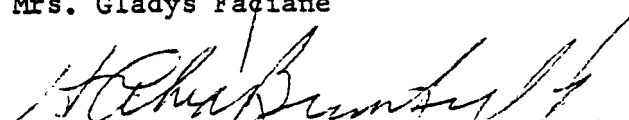
In order to compromise and settle said disputes, Insurance Companies and Employers have agreed to pay to Faciane the sum of Three Thousand One Hundred Fifty and No/100 Dollars (\$3,150.00), in a lump sum, in full settlement, satisfaction and compromise of the aforesaid claim, subject to the approval of this Honorable Court, which offer of compromise is made and accepted primarily to end litigation.

WHEREFORE, petitioners pray that the proposed compromise settlement be approved by and made the judgment of this Honorable Court, and that Mrs. Gladys Faciane have and recover judgment against Armstrong Contracting and Supply Corporation, The Travelers Insurance Company, The Aber Company, and Queen Insurance Company of America, in the sum of Three Thousand One Hundred Fifty and No/100 Dollars (\$3,150.00), payable in a lump sum.

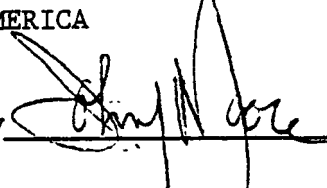
Petitioners further pray that the fee of Faciane's undersigned attorney be fixed by this Court at twenty per cent (20%) of the said Three Thousand One Hundred Fifty and No/100 Dollars (\$3,150.00) and be paid by Faciane therefrom.

Petitioners further pray that The Travelers Insurance Company pay all costs of these proceedings.

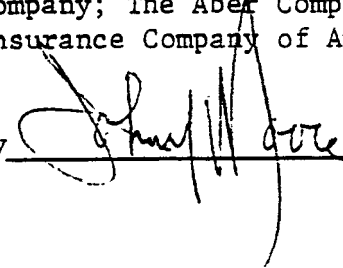

Mrs. Gladys Faciane


H. Alva Brumfield, Attorney for Faciane

ARMSTRONG CONTRACTING AND SUPPLY CORP.;
THE TRAVELERS INSURANCE COMPANY; THE ABER
COMPANY; and QUEEN INSURANCE COMPANY OF
AMERICA

By 

TAYLOR, PORTER, BROOKS, FULLER & PHILLIPS
Attorneys for Armstrong Contracting and
Supply Corporation; The Travelers Insurance
Company; The Aber Company; and Queen
Insurance Company of America

By 

State of Louisiana
Parish of East Baton Rouge

Before me, the undersigned authority, personally came and appeared MRS. GLADYS FACIANE, who, being by me first duly sworn, did depose and say that she is one of the petitioners in the above and foregoing petition; that she has read the same; and that all of the allegations of fact therein contained are true and correct.

Also appeared JOHN I. MOORE, who, being by me likewise first duly sworn, did depose and say that he is a member of the law firm of Taylor, Porter, Brooks, Fuller & Phillips, attorneys for Armstrong Contracting and Supply Corporation, The Travelers Insurance Company, The Aber Company and Queen Insurance Company of America, four of the petitioners in the above and foregoing petition; that he has read the said petition; and that all of the allegations of fact therein contained are true and correct to the best of his knowledge, information and belief.

Mrs Gladys Faciane
Mrs. Gladys Faciane

John I. Moore
John I. Moore

Sworn to and subscribed before me this 12th day of March, 1969.

H. R. Humphreys
NOTARY PUBLIC

FILED

MAR 12 1969

Billie Harper
CLERK

CERTIFIED
TRUE COPY

JUL 9 1982
BY James C. Brant
DEPUTY CLERK

NINETEENTH JUDICIAL DISTRICT COURT

OF THE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

MRS. GLADYS FACIANE

:
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:
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:
:

NUMBER 77,004

VS.

ARMSTRONG CONTRACTING AND SUPPLY
CORPORATION; THE TRAVELERS INSURANCE
COMPANY; THE ABER COMPANY; and QUEEN
INSURANCE COMPANY OF AMERICA

J U D G M E N T

This matter having been presented to the Court on the joint petition of Mrs. Gladys Faciane, Armstrong Contracting and Supply Corporation, The Travelers Insurance Company, The Aber Company and Queen Insurance Company of America, and the Court having been fully informed in the premises and having discussed the proposed compromise settlement with Faciane, who appeared personally before the Court accompanied by her attorney and it appearing that Faciane has been fully advised of her rights, and the Court being of the opinion that there exist between the parties bona fide disputes, and that the said compromise settlement is fair and equitable and that it was entered into primarily to end litigation:

IT IS ORDERED, ADJUDGED AND DECREED that the said compromise settlement be, and it is hereby, approved, and that Mrs. Gladys Faciane have and recover judgment against Armstrong Contracting and Supply Corporation, The Travelers Insurance Company, The Aber Company and Queen Insurance Company of America, in solido, in the sum of Three Thousand One Hundred Fifty and No/100 Dollars (\$3,150.00), payable in a lump sum, in full and final payment, settlement, satisfaction and compromise of all workmen's compensation and all medical expenses due her and to become due her by Armstrong Contracting and Supply Corporation, The Travelers Insurance Company, The Aber Company and Queen Insurance Company of America, or any of them, under the Workmen's Compensation Laws of Louisiana, as well as any claim the said Faciane may have against them,

or any of them, in tort, on account of the alleged accident on or around September of 1959 described in the said agreement of compromise.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the fee of Faciane's attorney be fixed at twenty percent (20%) of the said Three Thousand One Hundred Fifty and No/100 Dollars (\$3,150.00) and be paid by Faciane therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that The Travelers Insurance Company pay all costs of these proceedings.

Judgment read, rendered and signed in Chambers on this 12 day of

March, 1969.

C. A. Barnett
Judge, 19th Judicial District Court

- RECEIPT AND RELEASE -

State of Louisiana
Parish of East Baton Rouge

On this 12 day of March, 1969, before me, the undersigned authority, personally appeared

-----MRS. GLADYS FACIANE,-----
a resident of the full age of majority of East Baton Rouge Parish, Louisiana, who acknowledged that she has this day received from Armstrong Contracting and Supply Corporation, The Travelers Insurance Company, The Aber Company and Queen Insurance Company of America, the sum of Three Thousand One Hundred Fifty and No/100 Dollars (\$3,150.00), cash, in full payment, settlement and satisfaction of the aforesaid judgment and in compromise of the claim described in the above entitled and numbered matter, hereby releasing Armstrong Contracting and Supply Corporation, The Travelers Insurance Company, The Aber Company and Queen Insurance Company of America, and the employees, directors, stockholders and executive officers of Armstrong Contracting and Supply Corporation, The Travelers Insurance Company, The Aber Company and Queen Insurance Company of America, from any and all liability growing out of the said accident, whether arising under the Workmen's Compensation Laws of Louisiana or in tort.

Appearer directs the Clerk of Court and Recorder of Mortgages for the parish named in the caption hereof not to inscribe the said judgment in the mortgage records of his office.

Thus done, read and passed at my office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, on the day, month and year above written, in the presence of the two undersigned competent witnesses, who have hereunto signed their names as such.

WITNESSES:

H. M. [Signature]

Mrs. Gladys Faciane
Mrs. Gladys Faciane

CERTIFIED
TRUE COPY

APR 08 1969

DEPUTY CLERK

NOTARY PUBLIC

Billie Harper