7-8-77

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF HURON

ROGER A. HALEY and VALERIE J. HALEY, Husband and Wife; and DONALD L. HALEY and FLORENCE S. HALEY, Husband and Wife,

Plaintiffs,

vs.

No: 77-002593

MICHIGAN SILO COMPANY, a Michigan Corporation; C & B SILO COMPANY, a Michigan Corporation; MONSANTO COMPANY, a Corporation; and CONCRETE SILO COMPANY, INC., a Corporation, Jointly and Severally,

Defendants.

---/

WOODWORTH & WOODWORTH
By: James N. Woodworth
Attorney for Plaintiffs
125 North Heisterman
Bad Axe, Michigan 48413

CHAKLOS, JUNGERHELD & DELLA SANTINA
By: William E. Jungerheld (P15628)
Attorney for Monsanto Corporation
5290 Colony Drive North
Saginaw, Michigan 48605

DAVIDSON, BREEN & DOUD, P.C.
By: John Davidson (P12532)
Attorney for C & B Silo Company
4709 State Street
Saginaw, Michigan 48603

WARNER, NORCROSS & JUDD
By: Thomas J. McNamara (P25768)
Attorney for Michigan Silo Company
900 Old Kent Building
Grand Rapids, Michigan 49503

ANSWER

DEMAND FOR JURY

HARTOLDMON0095909

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF HURON

ROGER A. HALEY and VALERIE J. HALEY, Husband and Wife; and DONALD L. HALEY and FLORENCE S. HALEY, Husband and Wife,

Plaintiffs,

vs.

No. 77-002593-NP

MICHIGAN SILO COMPANY, a Michigan Corporation; C & B SILO COMPANY, a Michigan Corporation; MONSANTO COMPANY, a Corporation; and CONCRETE SILO COMPANY, INC., a Corporation, Jointly and Severally,

Defendants.

---/

ANSWER

NOW COMES the above named Defendant, C & B SILO COMPANY, a Michigan Corporation, by and through its attorneys, DAVIDSON, BREEN, & DOUD, P.C., and for answer to the Plaintiffs' Complaint says:

COUNT I

1. Admitted.

2. Defendant has insufficient information to admit or deny the allegations contained in paragraph 2 and leaves Plaintiffs to their proofs thereof.

3. Admitted.

4. Defendant has insufficient information to admit or deny the allegations contained in paragraph 4 and leaves Plaintiffs to their proofs thereof.

5. Defendant has insufficient information to admit or deny the allegations contained in paragraph 5 and leaves Plaintiffs to their proofs thereof.

6. Defendant has insufficient information to admit or deny the allegations contained in paragraph 6 and leaves Plaintiffs to their proofs thereof.

7. Defendant has insufficient information to admit or deny the allegations contained in paragraph 7 and leaves Plaintiffs to their proofs thereof.

8. Defendant has insufficient information to admit or deny the allegations contained in paragraph 8 and leaves Plaintiffs to their proofs thereof.

9. Defendant has insufficient information to admit or deny the allegations contained in paragraph 9 and leaves Plaintiffs to their proofs thereof.

10. Defendant has insufficient information to admit or deny the allegations contained in paragraph 10 as they have not had tim as yet to check their records back that far. When further and more definitive information is available, we will either agree or not agree to those statements.

11. Defendant has insufficient information to admit or deny the allegations contained in paragraph 11 and leaves Plaintiffs to their proofs thereof.

12. Defendant has insufficient information to admit or deny the allegations contained in paragraph 12 as this is still under investigation and a more definitive statement will be made at a later time. As of the present time, Defendant is unable to admit or deny those allegations and leaves Plaintiffs to their proofs thereof.

13-16. Defendant has insufficient information to admit or deny the allegations contained in paragraphs 13 through 16 and leaves Plaintiffs to their proofs thereof.

17. Defendants deny each and every allegation contained in paragraph 17, as they are untrue.

18. Defendant has insufficient information to admit or deny the allegations contained in paragraph 18 and leaves Plaintiffs to their proofs thereof.

19-22. Defendant has insufficient information to admit or deny the allegations contained in paragraphs 19 through 22 and leaves Plaintiffs to their proofs thereof.

23. Defendant denies each and every allegation contained in paragraph 23 as they are untrue.

24. Defendant denies any breach of contract or breach of warranty and has insufficient information to admit or deny any alleged damages by the Plaintiffs and leaves them to their proofs thereof.

WHEREFORE, Defendants claim judgment of no cause of action plus costs and attorney's fees.

COUNT II

Defendants reallege and incorporate herein by reference each and every answer made in Count I, paragraphs 1 through 24.

25-30. Defendant cannot answer any of the paragraphs contained in Count II, as they apply to Monsanto and not to this Defendant.

COUNT III

Defendants reallege all prior answers in Count I and Count II as though incorporated herein.

31-34. Defendant cannot answer any of the allegations contained in paragraphs 31 through 34 as they pertain only to Monsanto.

COUNT IV

Defendants reallege all prior answers in Count I and Count II and Count III and incorporate them herein by reference.

35. Defendant has insufficient information to admit or deny the allegations contained in paragraph 35 and leaves Plaintiffs to their proofs thereof.

36. Defendants at this time cannot answer paragraph 36 as this matter is still under investigation and this paragraph will be answered when more definitive information is available by way of discovery or otherwise.

HARTOLDMON0095911

37. Defendant has insufficient information to admit or deny the allegations contained in paragraph 37 and leaves Plaintiffs to their proofs thereof.

38. Defendant has insufficient information to admit or deny the allegations contained in paragraph 38 and leaves Plaintiffs to their proofs thereof. Defendant denies that it failed in any duty which may have been owing under the common law or under the statutes of the State of Michigan.

39. Defendant has insufficient information to admit or deny the allegations contained in paragraph 39 and leaves Plaintiffs to their proofs thereof.

WHEREFORE, Defendant claims judgment of no cause of action plus costs and attorney's fees.

COUNT V

Defendant herein reincorporates all its answers contained in Counts I, II, III, and IV as though incorporated herein.

40. Defendant denies each and every allegation contained in paragraph 40 as they are untrue.

41. Defendant has insufficient information to admit or deny the allegations contained in paragraph 41 as to the consumption meat, milk, vegetables, etcetera, and deny affirmatively that they placed any contamination in the silos.

42. Defendant denies each and every allegation contained in paragraph 42 as they are untrue.

43. Defendant denies any breach of express or implied warranties and further deny any negligence. Defendant has insufficient information to admit or deny the remaining allegations contained in paragraph 43 and leaves Plaintiffs to their proofs thereof.

WHEREFORE, Defendant claims judgment of no cause of action plus costs and attorney's fees.

DAVIDSON, BREEN & DOUD, P.C.

By: John Davidson
JOHN DAVIDSON (P12532)
Attorneys for C & B Silo Company

Business Address:
4709 State Street
Saginaw, Michigan 48603

Dated: July 8, 1977

CROSS-CLAIM

NOW COMES the above named Defendant, C & B SILO COMPANY, by and through their attorneys, DAVIDSON & BREEN, P.C., and for a Cross-Claim against the MONSANTO CHEMICAL COMPANY states as follows:

1. That the original Plaintiffs herein have sued the Defendant C & B SILO COMPANY for contamination of the silo and for damages as a result of that contamination.

HARTOLDMON0095912

2. That the Plaintiffs have alleged that certain products produced by the MONSANTO CORPORATION, which were applied by this Defendant through the silos were the cause of said contamination.

3. That the MONSANTO CORPORATION is the manufacturer of these products and warrantied to the C & B SILO COMPANY, when purchased by them, that they were fit for use as intended. That relying on that warranty, the Cross-Plaintiff herein did apply said products in the construction of its silo.

4. That if it is found that the sole cause of the contamination was the products as furnished by the MONSANTO CORPORATION, then the Cross-Plaintiff herein is entitled to indemnity from the MONSANTO CORPORATION as stated by the Plaintiffs.

5. That the Cross-Plaintiff herein seeks damages from the Cross-Defendant herein in an amount which may be awarded as against this Defendant by virtue of the negligence and/or breach of warranty of the MONSANTO CORPORATION in the manufacturing and selling of its products.

WHEREFORE, Defendant and Cross-Plaintiff claims judgment in the same amount as is awarded to the Plaintiffs herein.

DAVIDSON, BREEN & DOUD, P.C.

By: _____
JOHN DAVIDSON (P12532)
Attorney for C & B SILO COMPANY

Business Address:
4709 State Street
Saginaw, MI 48603

Dated: July 8, 1977

HARTOLDMON0095913

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF HURON

ROGER A. HALEY and VALERIE J. HALEY, Husband and Wife; and DONALD L. HALEY and FLORENCE S. HALEY, Husband and Wife,

Plaintiffs,

vs.

No: 77-002593-NP

MICHIGAN SILO COMPANY, a Michigan Corporation; C & B SILO COMPANY, a Michigan Corporation; MONSANTO COMPANY, a Corporation; and CONCRETE SILO COMPANY, INC., a Corporation, Jointly and Severally,

Defendants.

_____/

DEMAND FOR JURY

The above named Defendant, C & B SILO COMPANY, a Michigan Corporation, by and through its attorneys, DAVIDSON, BREEN & DOUD, P.C., hereby demands a jury in the trial of said cause.

DAVIDSON, BREEN & DOUD, P.C.

By: _____
JOHN DAVIDSON (P12532)
Attorneys for C & B Silo Company

Business Address:
4709 State Street
Saginaw, MI 48603

Dated: July 8, 1977

HARTOLDMON0095914

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF INGHAM

ROGER A. HALEY and VALERIE J. HALEY, Husband and Wife; and DONALD L. HALEY and FLORENCE S. HALEY, Husband and Wife,

Plaintiffs,

File: 77-002593-NP

vs.

MICHIGAN SILO COMPANY, a Michigan Corporation; C & B SILO COMPANY, a Michigan Corporation; MONSANTO CORPORATION, a Corporation; and CONCRETE SILO COMPANY, INC., a Corporation, Jointly and Severally,

Defendants.
/

PROOF OF SERVICE

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss

JOHN DAVIDSON, being duly sworn, deposes and says that he is an attorney in the offices of DAVIDSON & BREEN, P. C., and that on the 8th day of July, 1977, he served a copy of the attached Answer and Demand for Jury upon James N. Woodworth, Thomas J. McNamara and William E. Jungerheld, by enclosing a true copy thereof in an envelope addressed to 125 N. Heisterman, Bad Axe, MI; 900 Old Kent Bldg., Grand Rapids, MI and 5290 Colony Dr. No., Saginaw, MI and affixing thereto sufficient postage and depositing said envelope and its contents in an official United States mail receptacle.

John Davidson
JOHN DAVIDSON (P12532)

Subscribed and sworn to before me this 8th day of July, 1977.

Mary Moses
Notary Public Mary Moses

My Commission Expires: 6/16/80

HARTOLDMON0095915