FILE NAME: Mundet Cork (MCK)

DATE: 1977

DOC#: MCK114

DOCUMENT DESCRIPTION: WC Claim of Faciane, Pt. 1

H. M. MIKE CANNON
CLERK OF COURT
19TH JUDICIAL DISTRICT
PARISH OF EAST BATON ROUGE

P. O. Box 1991
Baton Rouge, LA 70821
Phone
(504) 389-3960

JANUARY 21, 1983

FREDERICK M. BARON & ASSOC.
ATTORNEYS AT LAW
1050 DALLAS FEDERAL SAVINGS TOWER
DALLAS, TEXAS 75225

RE: GLADYS FACINE V. THE TRAVELERS
INSURANCE COMPANY, ET AL SUIT #77004

DEAR MS. KLOOS,

ENCLOSED YOU WILL FIND A CERTIFIED COPY OF THE ABOVE MATTER. I TRUST THAT EVERYTHING IS TRUE AND CORRECT. IT HAS BEEN A PLEASURE SERVING YOU. THANK YOU FOR YOUR ADVANCE PAYMENT.

SINCERLY,
Eva St Amant
EVA ST.AMANT; DEPUTY CLERK OF COURT
EAST BATON ROUGE PARISH

Plaintiffs' Exhibit
CCS 5046

ALL-STATE CCS 147

11
END

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

DEPUTY CLERK

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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 Weber, 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,

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

5.

That M. W. 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.

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 corperation 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.

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

at N. 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, Florhan 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 1153 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 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 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 serice 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 it agent for

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service of process.

23.

That R. J. Reynolds Tobacco Company is a foreign corporati 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. Paciane, 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. Paciane 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 & Brannon 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 1951, 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.

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.

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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 shows 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 funish 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.,

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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:

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

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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 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

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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. Kellog & 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

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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 petitoner, 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 petitoner, 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.

CERTIFIED TRUE COPY

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

DEPUTY CLERK

By Attorneys:

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

By: _____
205 American Bank Bldg.
Baton Rouge, Louisiana

FILED Mar. 15 1961
SIGNED Nerle A. Palmer
A TRUE COPY Mar. 15, 1961
Enid A. Jain
DEPUTY CLERK

MRS. GLADYS FACIANE	:	NUMBER 77,004 CIVIL DOCKET #3
VERSUS	:	19TH JUDICIAL DISTRICT COURT
	:	PARISH OF EAST BATON ROUGE
THE TRAVELERS INSURANCE 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 5[illegible] 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

David W. Robinson
505 North Boulevard
Baton Rouge, Louisiana

FILED

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

Joanne Rees
Deputy Clerk of Court

Ina M. Leonard
Asst. Clerk

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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

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

The petition of MRS. GLADYS FACIANE, a resident of the full age of majority of East Baton Rouge Parish, Louisiana, with respect, represents:

1.

That she is the widow of Clarence A. Paciane, Sr., who died in East Baton Rouge Parish, Louisiana, on or about March 20, 1960, leaving surviving him your petitioner and major children.

2.

That THE TRAVELERS INSURANCE COMPANY is an insurance corporation organized and existing under the laws of the State of Connecticut, domiciled at Hartford 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 Secretary of State as its agent for service of process.

3.

That for some time prior to September, 1959, petitioner's husband, Clarence A. Faciane, Sr., was employed by Armstrong Contracting & Supply Corporation as an insulator in its general construction work.

4.

Your petitioner now shows that while engaged in the duties of his employment and while installing insulating material, in accordance with the instructions of his employer, the said Clarence A. Faciane, Sr. breathed and inhaled insulation material,

causing damage to his lungs, which resulted in his death.

5.

Petitioner further shows that the said Clarence A. Faciance Sr. became ill in September of 1959 and on or about November 10, 1959 was hospitalized at which time the lung ailment was discovered and at that time his employer was notified.

6.

Petitioner particularly shows that the said Armstrong Contracting & Supply Corporation, its agents and employees, acting in the course ~~and scope~~ of their employment, failed and refused to supply and furnish safeguards for the use of Clarence A. Faciane, Sr. and failed to warn Clarence A. Faciane, Sr. of the dangers inherent in the work which he was doing; failed to make a full disclosure of the dangers inherent in such operation and were further negligent in assuring Clarence A. Faciane, Sr. that there were no dangers inherent in such operation and by warranting that such operation was a safe one, although the dangers were well known to them.

7.

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

8.

Petitioner now itemizes her damages as follows, to-wit:

Medical expenses incurred	$ 5,000.00
Funeral expenses incurred	$ 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 $207,000.00

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9.

In the alternative and in the event that petitioner is not entitled to damages for the wrongful death of her husband, then and in that event petitioner shows that she is entitled to workmen's compensation benefits under the laws of the State of Louisiana.

10.

That Armstrong Contracting & Supply Corporation, domiciled in East Baton Rouge Parish, Louisiana, is engaged in the construction business, particularly insulating work, a hazardous business within the meaning and intent of the Workmen's Compensation Laws of the State of Louisiana.

11.

That petitioner's husband, Clarence A. Paciane, Sr., was employed by said Armstrong Contracting & Supply Corporation as an insulator as hereinabove alleged, a hazardous occupation at an average weekly wage in excess of $100.00.

12.

Your petitioner further shows that the lung ailment was an occupational disease or accidental injury within the meaning and intent of the Workmen's Compensation Laws of the State of Louisiana and arose out of and in the course and scope of his employment.

13.

Your petitioner further shows that the said employer or its insurer has failed and refused to pay workmen's compensation benefits, necessitating the bringing of this suit.

14.

That on and prior to September____,1959, there was in full force and effect by the payment of premiums and otherwise, policies of workmen's compensation insurance and public liability insurance issued by defendant THE TRAVELERS INSURANCE COMPANY in

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favor of the said Armstrong Contracting & Supply Corporation, its agents and employees, under the terms of which policies it agreed to insure and indemnify them against any and all liability and under the workmen's compensation laws as a result of their negligence and, accordingly, said insurer is a proper defendand herein

15.

Petitioner desires and is entitled to a trial by jury on all issues.

WHEREFORE, petitioner prays for service and citation of this petition upon the defendant and that it be duly cited to appear and answer hereto, and after all legal delays and due proceedings had, there be judgment herein in favor of petitioner, MRS. GLADYS FACIANE and against defendant, THE TRAVELERS INSURANCE COMPANY, in the sum of $207,000.00, together with legal interest thereon from judicial demand until paid.

In the alternative, and in the event that petitioner is not entitled to the damages as herein prayed for, then and in that event petitioner prays for judgment herein in her favor and against defendant, for workmen's compensation benefits at the rate of $35.00 per week beginning September_____, 1959, 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 amount of $600.00, together with legal interest thereon from judicial demand until paid.

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

By Attorneys:

H. ALVA BRUMFIELD
VELMA P. GERDING
ROBERT E. TURNER
205 American Bank Building
Baton Rouge, Louisiana

CERTIFIED
TRUE COPY

BY
DEPUTY CLERK

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE CO.

No. 77,004

19th Judicial District Court

Parish of East Baton Rouge, State of Louisiana

To THE TRAVELERS INSURANCE COMPANY, a foreign insurance corporation domiciled at Hartford, Connecticut, through its agent for the service of process, the Secretary of State of the State of Louisiana.

~~residing in said Parish~~

GREETING:

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 copy of which is hereto attached and to be herewith served, or to deliver your answer thereto in writing, in the office of the Clerk of the 19th Judicial District Court, for said Parish, at the City of Baton Rouge, in ten days after service hereof, allowing yourself one additional day for every ten miles your residence may be distant from said city; the delay in no case shall exceed fifteen days in all.

Witness the Honorable Judges of our said Court, at Baton Rouge, La., this 8th day of August, A. D. 19 60.

Deputy Clerk of Said Court

CERTIFIED TRUE COPY

DEPUTY CLERK

H. Alva Brumfield

Velma B. Brumfield

FILED

AUG 8 1990

Irene D. Palmer
DY. CLERK OF CUU

CERTIFIED
TRUE COPY

Eva A. Unland
DEPUTY CLERK

NINETEENTH JUDICIAL DISTRICT COURT

OF THE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

MRS. GLADYS FACIANE	:	NO. 77,004 - DIVISION "I"
VS.	:	
THE TRAVELERS INSURANCE COMPANY	:	ANSWER

Now into Court, through its undersigned counsel, comes THE TRAVELERS INSURANCE COMPANY, made defendant in the above numbered and entitled cause, and for answer to plaintiff's petition denies each and every allegation therein contained, except such as may be hereinafter expressly admitted.

Further answering each allegation of said petition, defendant says:

1.

For lack of sufficient information to justify a belief, defendant denies the allegations of paragraph 1 of the petition.

2.

Defendant admits the allegations of paragraph 2 of the petition.

3.

Answering paragraph 3 of the petition, defendant denies the allegations therein contained, except as hereinafter admitted; and, further answering, defendant avers and alleges that for many years prior to September, 1959, decedent, Clarence A. Faciane, Sr., was employed by various employers in performing insulating work, and that for some time prior to September, 1959, the said decedent was employed intermittently by Armstrong Contracting & Supply Corporation.

4.

Defendant denies the allegations of paragraph 4 of the petition.

5.

Defendant denies the allegations of paragraph 5 of the petition.

6.

Defendant denies the allegations of paragraph 6 of the petition.

7.

Defendant denies the allegations of paragraph 7 of the petition.

8.

Defendant denies the allegations of paragraph 8 of the petition.

9.

Defendant denies the allegations of paragraph 9 of the petition.

10.

Defendant admits the allegations of paragraph 10 of the petition.

11.

Answering paragraph 11 of the petition, defendant admits that plaintiff's husband was employed intermittently by Armstrong Contracting & Supply Corporation as an insulator and that, while so employed, his average weekly wage was such that sixty-five per cent (65%) thereof amounted to Thirty-five Dollars ($35.00) or more, but defendant denies all the remaining allegations of said paragraph.

12.

Defendant denies the allegations of paragraph 12 of the petition.

13.

Answering paragraph 13 of the petition, defendant admits that Armstrong and Travelers have not paid any workmen's compensation benefits, but defendant denies the remaining allegations of said paragraph.

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14.

Answering paragraph 14 of the petition, defendant admits that sometime prior to September, 1959, it had issued policies of workmen's compensation and public liability insurance to Armstrong Contracting & Supply Corporation, which policies were in full force and effect in the month of September, 1959, but defendant denies all the remaining allegations of said paragraph and avers and alleges that said policies contain certain terms, conditions, limitations and exclusions, and that said policies are the best evidence of their contents. Defendant further denies all allegations at variance with said policies.

15.

Defendant denies the allegations of paragraph 15 of the petition.

* * *

And now, further answering the allegations of plaintiff's petition, defendant avers, alleges and pleads as follows:

16.

Decedent, Clarence A. Faciane, Sr., died of lung cancer, which had no connection with his employment.

17.

On information and belief, defendant alleges that plaintiff had for many years prior to September, 1959, smoked tobacco in excessive amounts and, when working around dust and other irritating materials, had failed to use respirators provided for such work.

18.

In the alternative, and only in the event the Court should hold that the said Armstrong Contracting & Supply Corporation was in any manner negligent, which is denied, then and in that event defendant avers and alleges that the decedent, Clarence A. Faciane, Sr., was guilty of contributory negligence for the reasons alleged in paragraph 17 above, which contributory negligence is imputable to the plaintiff herein and is specially pleaded as a bar to recovery.

WHEREFORE, defendant prays that plaintiff's demands be rejected and her suit dismissed, with costs.

By Attorneys,

TAYLOR, PORTER, BROOKS, FULLER & PHILLIPS

By C. W. Phillips

- CERTIFICATE -

I, of counsel for defendant, do hereby certify that I have this day served a copy of the foregoing answer on Mrs. Velma P. Gerding, 205 American Bank Building, Baton Rouge, Louisiana, attorney for plaintiff, by mailing the same to her, postage prepaid.

Baton Rouge, Louisiana, January 30, 1961.

C. W. Phillips

CERTIFIED TRUE COPY

FILED

JAN 30 1961

DEPUTY CLERK

DY. CLERK OF COURT

MRS. GLADYS FACIANE : 19TH JUDICIAL DISTRICT COURT

VS. : PARISH OF EAST BATON ROUGE

: STATE OF LOUISIANA

TRAVELERS, ET AL : NUMBER 77,004, DIVISION "C"

. . . . . .

TO: Maurice J. Wilson, Esq.
Charles W. Phillips, Esq.
Edward W. Gray, Esq.
Frank S. Craig, Jr., Esq.
R. Gordon Kean, Jr., Esq.
Joseph F. Keogh, Esq.
A. Leon Hebert, Esq.
Richard C . Cadwallader, Esq.
David W. Robinson, Esq.
E. Leland Richardson, Esq.
Malcolm M. Monroe, Esq.
Harry McCall, Jr., Esq.
Carl J. Schumacher, Jr., Esq.
Charles Wm. Roberts, Esq.
Calvin E. Hardin , Jr., Esq.
Arrow Head Products, Inc.
H. Alva Brumfield, Esq.

Dear Sirs:

You are hereby notified of the assignment of the above case for Tuesday, May 31, 1966, at 9:30 A. M., on the dilatory exception of vagueness.

Yours very truly,

Roberta D. Cox
Deputy Clerk

CERTIFIED TRUE COPY

DEPUTY CLERK

kmk

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared:

H. ALVA BRUMFIELD

who, being sworn, ~~did~~ deposed and ~~say~~ SAID:

That he is of counsel for petitioner in the foregoing petition; that he has read the same and all allegations contained therein are true and correct to the best of his knowledge, information and belief.

S/ H. Alva Brumfield

SWORN TO AND SUBSCRIBED before me, August 4, 1960.

S/ Velma P. Gerding
NOTARY PUBLIC

CERTIFIED
TRUE

DEPUTY CLERK

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared:

H. ALVA BRUMFIELD

who, being sworn, ~~did~~ deposed and ~~says~~ SAID:

That he is of counsel for petitioner in the foregoing petition; that he has read the same and all allegations contained therein are true and correct to the best of his knowledge, information and belief.

S/H. Alva Brumfield

SWORN TO AND SUBSCRIBED before me, August 4, 1960.

S/Velma V. Gerding
NOTARY PUBLIC

FILED Aug 8 1960
(SIGNED) Leslie L. Palmer
DY. CLERK
A TRUE COPY Mar 17 1961
Enid A. Cain
DY. CLERK

CERTIFIED
TRUE COPY

Eva D'Amato
DEPUTY CLERK

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared:

H. ALVA BRUMFIELD

who, being sworn, ~~did~~ deposed and ~~says~~ SAID:

That he is of counsel for petitioner in the foregoing petition; that he has read the same and all allegations contained therein are true and correct to the best of his knowledge, information and belief.

S/H. Alva Brumfield

SWORN TO AND SUBSCRIBED before me, August 4, 1960.

S/ Velma P. Gerding
NOTARY PUBLIC

FILED Aug. 8, 1960
(SIGNED) Renee T. Salmen
DY CLERK
A TRUE COPY Mar. 17, 1961
Enid A. Cain
DY CLERK

CERTIFIED
TRUE COPY

DEPUTY CLERK

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared:

H. ALVA BRUMFIELD

who, being sworn, ~~did~~ deposed and ~~say~~ SAID:

That he is of counsel for petitioner in the foregoing petition; that he has read the same and all allegations contained therein are true and correct to the best of his knowledge, information and belief.

S/H. Alva Brumfield

SWORN TO AND SUBSCRIBED before me, August 4, 1960.

S/ Velma P. Gerding
NOTARY PUBLIC

FILED Aug 8 1960
(SIGNED) Jessie L. Palmer
BY. CLERK
A TRUE COPY Mar. 17 1961
Enid A. Cain
BY. CLERK

CERTIFIED
TRUE COPY

Enid Klumat
DEPUTY CLERK

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared:

H. ALVA BRUMFIELD

who, being sworn, ~~did~~ deposed and ~~say~~ said:

That he is of counsel for petitioner in the foregoing petition; that he has read the same and all allegations contained therein are true and correct to the best of his knowledge, information and belief.

S/H. Alva Brumfield

SWORN TO AND SUBSCRIBED before me, August 4, 1960.

S/Velma P. Gerding
NOTARY PUBLIC

FILED Aug. 8, 1960
SIGNED Irene F. Palmer BY CLERK
A TRUE COPY Nov. 17, 1961
Enid A. Cain BY CLERK

Eva S. Evans
DEPUTY CLERK

kmk

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared:

H. ALVA BRUMFIELD

who, being sworn, ~~did~~ deposed and ~~say~~ stated:

That he is of counsel for petitioner in the foregoing petition; that he has read the same and all allegations contained therein are true and correct to the best of his knowledge, information and belief

S/ H. Alva Brumfield

SWORN TO AND SUBSCRIBED before me, August 4, 1960.

S/ Velma P. Harding
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared:

H. ALVA BRUMFIELD

who, being sworn, deposed and said:

That he is of counsel for petitioner in the foregoing petition; that he has read the same and all allegations contained therein are true and correct to the best of his knowledge, information and belief.

s/ H. Alva Brumfield

SWORN TO AND SUBSCRIBED before me, August 4, 1960.

s/ Helene P. Perkins
NOTARY PUBLIC

FILED Aug 8, 1960
Helene L. Palmer

FILED May 15, 62
Helene L. Palmer

CERTIFIED TRUE COPY

DEPUTY CLERK

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared:

H. ALVA BRUMFIELD

who, being sworn, ~~did~~ deposed and ~~said~~ said:

That he is of counsel for petitioner in the foregoing petition; that he has read the same and all allegations contained therein are true and correct to the best of his knowledge, information and belief.

s/ H. Alva Brumfield

SWORN TO AND SUBSCRIBED before me, August 4, 1960.

s/ Velma C. Gerding
NOTARY PUBLIC

FILED Aug 5 - 60
Nellie E. Palmer

FILED May 15 62
Nellie E. Palmer

CERTIFIED TRUE

Eva Schenard
DEPUTY CLERK

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared:

H. ALVA BRUMFIELD

who, being sworn, did depose and said:

That he is of counsel for petitioner in the foregoing petition; that he has read the same and all allegations contained therein are true and correct to the best of his knowledge, information and belief.

S/H. Alva Brumfield

SWORN TO AND SUBSCRIBED before me, August 4, 1960.

S/Velma P. Gerding
NOTARY PUBLIC

FILED Aug 8, 1960
SIGNED: Benita F. Palmer
BY CLERK
A TRUE COPY Mar 17, 1961
Enid A. Cain
BY CLERK

CERTIFIED TRUE COPY

Enid A. Cain
CLERK

UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF LOUISIANA

BATON ROUGE DIVISION

MRS. GLADYS FACIANE, Plaintiff	:	
vs	:	CIVIL ACTION
TRAVELERS INSURANCE COMPANY, et al, Defendants	:	No.

PETITION FOR REMOVAL OF ABOVE-ENTITLED CAUSE TO THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA, BATON ROUGE DIVISION, FROM THE NINETEENTH JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA

R. J. Reynolds Tobacco Company and P. Lorillard Company, petitioners, two of the defendants in the above-captioned suit, show:

1. A civil action has been commenced and is now pending in the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, wherein Mrs. Gladys Faciane is plaintiff and petitioners are defendants (along with numerous other defendants), which action is designated by general number 77,004 and is hereinafter sometimes referred to as "said action No. 77,004."

2. The claims or causes of action which plaintiff asserts against defendants, petitioners herein, and either or each of them, are entirely separate and independent from plaintiff's claims or causes of action against all of the other defendants in this action and would be removable if sued upon alone.

3. Petitioners seek removal of said action No. 77,004 to this Court upon the ground and for the reason that this action, insofar as it concerns petitioners, involves a separate and independent claim or cause of action, or separate and independent claims or causes of action, which are wholly between citizens of different states, in that Mrs. Gladys Faciane, plaintiff, according to her

complaint, was at the time of commencement of said action and still is a citizen of the state of Louisiana, residing in East Baton Rouge Parish in said state, and that each of the petitioners, R. J. Reynolds Tobacco Company and P. Lorillard Company, defendants in said action, were at the time of commencement thereof and still are corporations incorporated under the laws of the state of New Jersey, with their principal places of business outside of the state of Louisiana and each of the petitioners was at said time and still is a citizen of the state of New Jersey and not of the state of Louisiana.

4. The matter in controversy in said action No. 77,004, insofar as it concerns each of the petitioners, at the commencement of said action and at the present time exceeds the sum or value of $10,000.00, exclusive of interest and costs.

5. Said action No. 77,004, was commenced on the 8th day of August 1960, but petitioners were not then named as defendants, being made defendants therein by supplemental and amended petition filed on the 15th day of March 1961, and process therein being served on petitioners R. J. Reynolds Tobacco Company and P. Lorillard Company on the 23rd of March 1961.

6. Petitioners herewith present a good and sufficient bond, as provided by statute, conditioned that petitioners will pay all costs and disbursements incurred by reason of the removal proceedings should it be determined that the case was not removable or was improperly removed.

7. Petitioners file herewith a copy of all process, pleadings and orders served upon them in said action No. 77,004.

CHAFFE, McCALL, PHILLIPS, BURKE & HOPKINS

By: SIGNED: HARRY McCALL, JR.
Attorneys for R. J. Reynolds Tobacco Company
1500 National Bank of Commerce Building
New Orleans 12, Louisiana

DURRETT, HARDIN, HUNTER, DAMERON & FRITCHIE

By: /sgd/ Calvin E. Hardin
Attorneys for P. Lorillard Company
Louisiana National Bank Building, Baton Rouge, La.

CERTIFIED TRUE COPY

DEPUT. CLERK

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared:

H. ALVA BRUMFIELD

who, being sworn, ~~did~~ deposed and ~~say~~ said:

That he is of counsel for petitioner in the foregoing petition; that he has read the same and all allegations contained therein are true and correct to the best of his knowledge, information and belief.

s/H. Alva Brumfield

SWORN TO AND SUBSCRIBED before me, August 4, 1960.

s/Velma V. Gerding
NOTARY PUBLIC

FILED Aug. 8 1960
SIGNED: Leslie P. Palmer
DY. CLERK.
A TRUE COPY Mar. 17 1961
Enid A. Cox
BY CLERK

CERTIFIED TRUE COPY

Enid A. Cox
DEPUTY CLERK

FACIANE CASE -- DEFENDANTS

	AGENTS
Travelers Insurance Co.	Sec. of State
Armstrong Contracting & Supply Corporation	C. T. Corp. System New Orleans, La.
Aber Company, Inc.	Chas. E. Dunbar, et al New Orleans, Louisiana
M. W. Kellog & Company	H. Payne Breazeale, et al Baton Rouge, Louisiana
B & B Engineering & Supply Company	C. T. Corp. System New Orleans, Louisiana
Johns-Manville Sales Corp.	H. M. Robinson, New Orleans, La.
Johns-Manville Products Corp.	H. M. Robinson, New Orleans, La.
Owens Corningm Fiberglass Corp	No agent
The Ruberoid Company	No agent
U. S. Rubber Company	H. M. Robinson, New Orleans, La.
Philip Carey Mfg. Co.	C. T. Corp. System New Orleans, La.
Mundet Cork Corp.	Charles E. Dunbar, et al New Orleans, La.
Nicolet Industries, Inc.	No Agent
Glass Fibers, Inc.	No Agent
Keasby & Mattison Co.	No Agent
Baldwin-Ehret-Hill, Inc.	No Agent
Eagle Picher Co., Inc.	Charles E. Dunbar, et al New Orleans, La.
Arrowhead Products, Inc.	No Agent
H. I. Thompson FiberGlass Co.	No Agent
Pittsburg Corning Corp.	C. T. Corp. System New Orleans, La.
R. J. Reynolds Tobacco Co.	Harry McCall, et al New Orleans, La.
P. & Lorillard Co.	C. T. Corp. System New Orleans, La.

Co

FILED

MAR 24 1961

Jennie L. Palmer

BY, CLERK OF COURT

kmk

MRS. GLADYS PACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

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

TO R. J. Reynolds Tobacco Company, a foreign corporation domiciled at Jersey City, New Jersey, through Harry McCall or Leonard Sarpy, agents for service of process.

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petitions of the plaintiff in the above entitled and numbered cause, duly certified copies of which 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, the 20th day of March, 1961

(sgd) Nenie L. Palmer
Deputy Clerk of Said Court

A TRUE COPY this March 20th, 1961

Deputy Clerk of Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

19th Judicial District Court
PARISH OF EAST BATON ROUGE
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:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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

(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.

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

19th Judicial District Court
PARISH OF EAST BATON ROUGE
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:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified ~~copy~~ copies of which 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

(sgd) Nenie L. Palmer
Deputy Clerk of Said Court

A TRUE COPY this March 20th, 1961
Nenie Lippincott
Deputy Clerk of Court

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

[illegible]

VS.

[illegible] INSURANCE COMPANY

NO. 17,554

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

TO Arrowhead Products, Inc., a corporation domiciled at Long Beach, California, 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 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.

30

Witness the Honorable Judges of our said Court, at Baton Rouge, Louisiana, this [illegible]th day of March, 1951

(sgd) Nenie L. Palmer
Deputy Clerk of Said Court

A TRUE COPY this March 20th, 1951
Nenie L. Palmer
Deputy Clerk of Court

MAR 22 1 45 PM '51
SHERIFF BATON ROUGE, LA.

[illegible] FIDELITY FIDELITY INSURANCE COMPANY

VS.

[illegible] INSURANCE COMPANY

NO. 77,004

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

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:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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 30th day of March, 1961

Irene L. Palmer
Deputy Clerk of Said Court

[illegible] CLAUDE COLLINS

VS.

[illegible] THE FIDELITY INSURANCE COMPANY

NO. 77,504

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

TO P. Lorillard Company, a corporation domiciled at Jersey City, New Jersey, 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 petition of the plaintiff in the above entitled and numbered cause, a 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 20th day of March, 1951.

Marie L. Palmer
Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

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 C. T. Robinson, agent for service of process.

residing in said Parish.

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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, 1951.

Dennis L. Palmer
Deputy Clerk of Said Court

[redacted]

VS.

[redacted]

NO. 77,504

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

TO U. S. Rubber Company, a corporation domiciled at New York City, New York, through H. M. Robinson, agent for service of process. residing in said Parish

GREETING:

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 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 7th day of [redacted], 19[redacted]

Irene L. Palmer
Deputy Clerk of Said Court

[illegible]

NO. 27,004

VS.

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

[illegible] TITLE INSURANCE COMPANY

TO R. J. Reynolds Tobacco Company, a foreign corporation domiciled at Jersey City, No. Jersey, through Harry McCall or Leonard Carry, agents for service of process.

~~Pending 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 ~~copy~~ copies 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, 1951.

Deputy Clerk of Said Court

[redacted] CLAIR

VS.

[redacted] ILLIAM ERNEST COLLAT

NO. 77,004

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

TO Nicolet Industries, Inc., a corporation domiciled at Florhan 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, ~~a~~ duly certified ~~copy~~ copies of which is/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.

(sgd) Nenie L. Palmer
Deputy Clerk of Said Court

A TRUE COPY this March 20th, 1961
Nenie L. Palmer
Deputy Clerk of Court

SHERIFF'S OFFICE BATON ROUGE, LA. Mar 22 / 45 PM '61

kmk

MRS. GLADYS PACIANE NO. 77,004

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

THE TRAVELERS INSURANCE COMPANY

TO R. J. Reynolds Tobacco Company, a foreign corporation domiciled at Jersey City, New Jersey, through Harry McCall or Leonard Sarpy, agents for service of process.

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petitions of the plaintiff in the above entitled and numbered cause, duly certified copies of which 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, the 20th day of March, 1961

(sgd) Nenie L. Palmer
Deputy Clerk of Said Court

A TRUE COPY this March 20th, 1961

Deputy Clerk of Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

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

TO Glass Fibers, Inc., a corporation domiciled in Toledo, Ohio, doing business in the State of Louisiana.

residing in said Parish.

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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, 19 61

(sgd) Menie L. Palmer
Deputy Clerk of Said Court

A TRUE COPY this March 20th, 1961
Menie L. Palmer
Deputy Clerk of Court

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

[illegible] MACHINE

VS.

[illegible] CORPORATION

NO. 77,004

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

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: [illegible]ginal and [illegible]mental 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 of which 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 10th day of March, 19[illegible]1

Renee Eleniewski
Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 72,004

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

TO R. J. Reynolds Tobacco Company, a foreign corporation domiciled at Jersey City, New Jersey, through Harry McCall or Leonard Sarpy, agents for service of process.

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 of which 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.

Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

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

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.

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 copies of which 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.

Minnie E. Palmer
Deputy Clerk of Said Court

[illegible] PARISH CASE

VS.

[illegible] CORK COMPANY

NO. 77,004

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

TO Mundet Cork Corporation, a corporation domiciled at N. Bergen, New Jersey, through Charles E. Dunbar, Jr., Sumter D. Marks, Louis B. Claverie and Ashton Phelps, agents for service of process.

~~residing in said Parish~~:

GREETING: [illegible] original and supplemental and amended petition

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 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 13th day of March, 19[illegible]

Renee E. Palmer
Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

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

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

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petitions of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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.

Nancy L. Palmes
Deputy Clerk of Said Court

[illegible] VS. [illegible]

NO. 77,604

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

TO U. S. Rubber Company, a corporation domiciled at New York City, New York, through H. M. Robinson, agent for service of process.

GREETING:

You are hereby summoned to comply with the demand contained in the original and supplemental petition of the plaintiff in the above entitled and numbered cause, a 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 6th day of March, 1951.

Renise L. Primeaux
Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

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 H. M. Robinson, agent for service of process.

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplementa and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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.

Monica E. Palmer
Deputy Clerk of Said Court

[illegible] NO. 27,204

VS.

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

[illegible]

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

~~Residing in said Parish~~

GREETING: [illegible] 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 of which 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 5th day of March, 1951.

Minnie L. Palmer
Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

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

TO B & B Engineering & Supply Company, a corporation domiciled at Houston, Texas, through C. T. Corporation System, agent for service of process.

~~residing in said Parish.~~

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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.

Annie L. Painter
Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

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

TO M. W. Kellogg & Company, a corporation domiciled at Dover, Delaware, through H. Payne Breazeale, Victor A. Sachse or Maurice J. Wilson, agents for service of process.

~~residing in said Parish.~~

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplementa and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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, 19 61

Nerie L. Palmer
Deputy Clerk of Said Court

[illegible]

VS.

[illegible] INSURANCE CO.

NO. 77,008

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

TO Aber Company, Inc., a corporation organized and existing under the laws of the State of Louisiana, domiciled at Baton Rouge, through Charles E. Dunbar, Jr., Sumter D. Marks, Louis B. Claverie or Ashton Phelps, agents for service of process.
~~residing in said Parish.~~

GREETING: [illegible]rigi[illegible]nal 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 of which 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.

Nevis L. Palmer
Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE CO.

NO. 77,004

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 petitionsof the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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, 19 61

Mrs. L. Palmer

Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE CO.

NO. 77,004

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

TO The Travelers Insurance Company, a foreign insurance corporation domiciled at Hartford, Connecticut, through the Secretary of State of the State of Louisiana, agent for service of process,

~~residing in said Parish~~

GREETING:

You are hereby summoned to comply with the demand contained in the supplemental and amended petition, a certified copy of which is hereto attached and to be herewith served, or to file your answer or other pleading to said supplemental and amended petition in the office of the Clerk of the 19th Judicial District Court, for said Parish, at the City of Baton Rouge, within the time remaining for pleading to the original petition heretofore served upon you or within ten (10) days after service hereof, whichever period is longer. 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

Deputy Clerk of Said Court

[illegible]

VS.

[illegible]

NO. 7804

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

TO H. I. Thompson Fiber Glass Company, a corporation domiciled at Los Angeles, California, doing business in the State of Louisiana.

~~residing in said Parish~~

GREETING:

You are hereby summoned to comply with the demand contained in the [illegible] petition of the plaintiff in the above entitled and numbered cause, a 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 [illegible]th day of March, 19[illegible]1

Henrie F. Palmer
Deputy Clerk of Said Court

MRS. GLADYS PACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

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

TO Arrowhead Products, Inc., a corporation domiciled at Long Beach, California, doing business in the State of Louisiana.

~~residing in said Parish.~~

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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

Renee L. Palmer
Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

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

TO Baldwin-Ebret-Hill, Inc., a corporation domiciled at Trenton, New Jersey, doing business in the State of Louisiana.

~~residing in said Parish~~

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified ~~copy~~ copies of which 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

77004
5-2

Ronnie E. Palmer
Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

19th Judicial District Court
PARISH OF EAST BATON ROUGE
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:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified ~~copy~~ copies of which ~~is~~ 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.

Renie Lee Cancel
Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

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

TO Glass Fibers, Inc., a corporation domiciled in Toledo, Ohio, doing business in the State of Louisiana.

residing in said Parish.

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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

Irma L. Palmer
Deputy Clerk of Said Court

[illegible]

VS.

[illegible]

NO. 77,004

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

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

~~residing in said Parish.~~

GREETING:

You are hereby summoned to comply with the demand contained in the [illegible]ginal and supplemental and amended petition of the plaintiff in the above entitled and numbered cause, a 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 20th day of March, 1961.

Nenice L. Palmer
Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

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

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:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petitions of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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, 1963.

Venice L. Palmer
Deputy Clerk of Said Court

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

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

TO Owens Corning Fiberglass Corporation, a corporation domiciled at New York City, doing business in the State of Louisiana.

~~residing in said Parish~~

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplement and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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, 19 61

Nemie L. Palmer
Deputy Clerk of Said Court

[illegible] PARISH POLICE,

VS.

[illegible] INSURANCE COMPANY

NO. 77,008

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

TO Mundet Cork Corporation, a corporation domiciled at N. Bergen, New Jersey, through Charles E. Dunbar, Jr., Sumter D. Marks, Louis J. Claverie and Ashton Phelps, agents for service of process.

~~[illegible] Parish:~~

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which is 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 30th day of March, 19 51

Irene L. Palmer
Deputy Clerk of Said Court

MRS. CLAUDE L. CLINE

VS.

[illegible] INSURANCE COMPANY

NO. 77,004

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

TO: E & E Engineering & Supply Company, a corporation domiciled at Houston, Texas, through C. T. Corporation System, agent for service of process.

~~residing in said Parish.~~

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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

Deputy Clerk of Said Court

[redacted] PACIFIC. NO. 77,004

VS.

[redacted] INSURANCE COMPANY

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

TO Mundet Cork Corporation, a corporation domiciled at N. Bergen, New Jersey, through Charles E. Dunbar, Jr., Sumter D. Marks, Louis B. Claverie and Ashton Phelps, agents for service of process.

[redacted]

GREETING:

You are hereby summoned to comply with the demand contained in the original and supplemental and amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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 7th day of March, 19[illegible]

Irene L. Palmer
Deputy Clerk of Said Court

[redacted] NO. [redacted]

VS.

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

[redacted]

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

[redacted]

GREETING: [redacted] 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 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 12th day of March, 1971.

Bonnie F. Palmer
Deputy Clerk of Said Court

[illegible] LEY ENGINE

VS.

[illegible] NEW YORK INSURANCE COMPANY

NO. 77,004

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

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

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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 said Court, at Baton Rouge, Louisiana, this 20th day of March, 1961

Minnie L. Palmer
Deputy Clerk of Said Court

[illegible] NO 77,[illegible]

VS.

[illegible]

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

TO P. Lorillard Company, a corporation domiciled at Jersey City, New Jersey, through C. T. Corporation System, agent for service of process.

~~residing in said Parish.~~

GREETING: Original and Supplemental ~~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 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 16th day of March, 1961.

Irma L. Valmont
Deputy Clerk of Said Court

[illegible] CLAIM

NO. 77,004

VS.

[illegible] INSURANCE COMPANY

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

TO Aber Company, Inc., a corporation organized ~~under~~ and existing under the laws of the State of Louisiana, domiciled at Baton Rouge, ~~Louisiana~~, through Charles E. Dunbar, Jr., Sumter D. Marks, Louis B. Claverie or Ashton Phelps, agents for service of process.

~~residing in said Parish~~

GREETING:

You are hereby summoned to comply with the demand contained in the petition Original and Supplemental and Amended of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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, 19 61

Renee F. Palmer
Deputy Clerk of Said Court

[illegible] FIGLINS

VS.

[illegible] CORNING

NO. 77,204

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

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:

You are hereby summoned to comply with the demand contained in the original and supplemental and amended petition of the plaintiff in the above entitled and numbered cause, a 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 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

CERTIFIED TRUE COPY

DEPUTY CLERK

On the 23 day of March

On Philips Envelope Mfg Co

by personally to C B Philips agent

MENTIONED

Sheriff's Fees

Deputy Sheriff of

P. N. Buckner

On Business

Stockliff's Press

Co the 27 day of Novel 61

CITATION AND ACCOUNTING

Os Treadway & Mattison Co.

Defendants ok answer on or before noon

Attorney for Plaintiff.

Treadway & Mattison Co.

Plaintiff's Attorneys

Filed ... Deputy

Sheriff's Fees

Service

Mileage

Total

Paid ... 1917

Sheriff

By ... Deputy

March 22, 1961

Civil Sheriff
Parish of Orleans
New Orleans, Louisiana

Re: No. 77,004
Mrs. Gladys Laciane
vs.
The Travelers Insurance Co.

Dear Sir:

We are enclosing herein copies of original and supplemental petitions and citation in the above numbered suit, to be served on R. J. Reynolds Tobacco Company, through Harry McCall or Leonard Sarpy, agents for service of process, and on Johns-Manville Products Corp., Johns-Manville Sales Corp., and U. S. Rubber Company, through H. E. Robinson, agent for service of process.

Please make your return on the duplicate original citations enclosed, and send us your bill for service.

Yours very truly,

Deputy Clerk of Court

March 22, 1961

Civil Sheriff
Parish of Orleans
New Orleans, Louisiana

Re: No. 77,004
Mrs. Gladys Faciane
vs.
The Travelers Ins. Co.

Dear Sir:

We are enclosing herein copies of petition and supplemental petition and citation in the above numbered suit, to be served on Hundet Cork Corporation, Eagle Picher Co., Inc., and Aber Company, Inc., all through Phelps, Dunbar, Marks & Claverie, agents for service of process, 420 Hibernia Bank Bldg., New Orleans, Louisiana.

Please make your return on the duplicate original citations enclosed, and send us your bill for service.

Yours very truly,

Deputy Clerk of Court

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

DILATORY EXCEPTION

Now into Court, through undersigned counsel, comes Mundet Cork Corporation purportedly made defendant in the above entitled and numbered cause, appearing herein solely for the purpose of excepting to the supplemental and amended petition of plaintiffs, and excepts to said petition on the following grounds:

1.

Exceptor cannot safely plead to plaintiffs' supplemental and amended petition because said petition is too vague, general and indefinite in that Article 37 of said petition alleges that Mundet Cork Corporation, among other manufacturing concerns, was allegedly negligent in certain respects with regard to products allegedly manufactured by Mundet Cork Corporation and used on certain jobs by the decedent; however, said petition does not specify the products allegedly manufactured by Mundet Cork Corporation and used on the jobs by the decedent, nor which of decedent's alleged employers purchased and used products allegedly manufactured by Mundet Cork Corporation, nor when said sales took place, nor in what respects the said products were inherently dangerous, nor in what respects the products were defectively manufactured.

WHEREFORE, exceptor prays that this exception be maintained; that, accordingly, plaintiffs be ordered to amend their petition by particularizing the vague, general and indefinite allegations complained of herein; that, in default of such amendment within a reasonable delay to be fixed by this Court, plaintiffs' petition be dismissed as to exceptor, at plaintiffs' costs.

Exceptor further prays for all orders and decrees necessary and proper in the premises, and for all general and equitable relief.

BY ATTORNEYS:

BURTON, ROBERTS & WARD
206 Louisiana Avenue
Baton Rouge, Louisiana

By: _____
Charles Wm. Roberts

...STEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

...S. ELDRIS FAIRLE ... NUMBER 77,004 - DIVISION ...

VS.

THE P. LORILLARD 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 ...TEENTH JUDICIAL DISTRICT COURT WITHIN AND FOR THE PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA:

...ow 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.

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 thereto, respondent denies all of 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.

29.

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.

30.

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.

31.

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.

32.

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.

33.

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.

34.

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.

35.

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.

20.

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.

21.

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.

22.

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.

23.

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.

24.

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

25.

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.

26.

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.

27.

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.

-7-

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.

-8-

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.

-9-

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.

-10-

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.

-11-

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 admits that it published and gave such advertisements and assurances of safety and warranties as are alleged.

-12-

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

-13-

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.

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

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.

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 45, inclusive, of this answer, the same as if repeated in extenso.

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

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

In the alternative, and solely in the event that respondent should be found to [illegible] fault which may have 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 [illegible] which respondent denies) is barred by the prescription

perided 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.

4.

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.

5.

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:

DEUTSCH, KERRIGAN, HUNTER, DARDEN & PATTERSON

BY: Calvin E. Hardin, Jr.

Calvin E. Hardin, Jr., Esquire, Attorney at Law
Address: 605 Louisiana National Bank Building, Baton Rouge, Louisiana, Counsel for P. Lorillard Company

CERTIFIED TRUE COPY

DEPUTY CLERK

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

DIVISION "A"

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY, ET AL.

DOCKET NO. 77,004

JUDGMENT ON DILATORY EXCEPTION OF U. S. RUBBER COMPANY

This cause came regularly for hearing on the dilatory exception filed by the defendant, U. S. Rubber Company, on the 16th day of April, 1962, and the Court considering the law and evidence to be in favor of the exceptor:

IT IS ORDERED, ADJUDGED AND DECREED that the dilatory exception of vagueness filed herein on behalf of defendant, U. S. Rubber Company, be and the same is hereby sustained and the plaintiff is hereby ordered to amend paragraph 37 of the supplemental and amended petition so as to specify the products allegedly manufactured by U. S. Rubber Company and used on jobs by the decedent, Clarence A. Faciane, Sr.; and to further amend said paragraph 37 of the supplemental and amended petition so as to specify which of the decedent's employers purchased and used products allegedly manufactured by U. S. Rubber Company and the dates upon which said purchases were made; and to further amend paragraph 37 of the supplemental and amended petition so as to specifically allege in what respects the alleged products were inherently dangerous, or if not inherently dangerous, in what respects the alleged products were defectively manufactured.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in default of the plaintiff amending paragraph 37 of the supplemental and amended petition, as hereinabove provided, within fifteen (15) days, that this suit as against U. S. Rubber Company be and the same be dismissed.

CERTIFICATE

I certify that a copy of the foregoing pleading was this da[illegible] mailed, postage prepaid, to each of the following:

Charles [illegible]. 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 M. Grey, Esquire
Percy and Lacaurie
Attorneys at Law
205 Roumain Building
Baton Rouge, Louisiana
Counsel for Aber Company, Inc., a defendant

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

[illegible] Jr.,
[illegible]. Burdett Lean, Esquire
Sanders, Miller, Downing, Kelly & Lean
701 Baton Rouge Savings & Loan Building
Baton Rouge, Louisiana
Counsel for U. S. Rubber Company, a defendant

Joseph F. Keogh, Esquire
Deale, Hayes, Smith, Keogh & Franklin
Attorneys at Law
710 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 Keasbey & Mattison Company,
a defendant

A. Leon Hebert, Esquire
Attorney at Law
113 St. Louis Street, Baton Rouge, Louisiana.
Counsel for H. K. Kellogg Company, a defendant

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

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

H. 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. L. Slater, Jr., Esquire
Monroe & Lemann
Attorneys at Law
1501 Whitney Building,
New Orleans, Louisiana, counsel for Eagle Picher
Company

Harry McCall, Jr., Esquire
Shaffer, 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

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

Charles Lm. Roberts, Esquire
Burton, Roberts & Hard
Attorneys at Law
200 La. Avenue, Baton Rouge, Louisiana
Counsel for Unidet Corp. Corporation, a defendant

Arrow Head Products, Inc.
7343 Curry Street
Long Beach, California, a defendant

H. Alva Brumfield, Esquire
Attorney at Law
805 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

Clerk of Court

Calvin E. Hardin

Calvin E. Hardin, Jr., Esquire, Attorney at Law
Address: 405 Louisiana National Bank Building
Baton Rouge, Louisiana, Counsel for P. Lorillard Company

CERTIFIED TRUE COPY

I. M. Gilbert

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 [illegible]
[illegible]
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

CERTIFIED TRUE COPY

DEPUTY CLERK

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 Roumain 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 Reymond 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.

Benj. A. Slater, Jr.

FILED

APR 24 1962

Billie Harper
DY. CLERK OF COURT

Eva Wilmand
DEPUTY CLERK

MRS. GLADYS FACIANE	:	NUMBER 77,004, DIVISION "C"
	:	
VS.	:	19TH JUDICIAL DISTRICT COURT
	:	
THE TRAVELERS INSURANCE COMPANY	:	PARISH OF EAST BATON ROUGE
	:	
	:	STATE OF LOUISIANA

: : : : : : : : : : : : : : :

DILATORY EXCEPTION ON BEHALF OF KEASBEY & MATTISON COMPANY

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

KEASBEY & MATTISON COMPANY, purportedly made defendant in the above numbered and entitled cause, appearing herein solely for the purposes of this exception, excepts to all of the petitions filed herein by plaintiff on the following grounds, to-wit:

1.

Plaintiff's petition, as supplemented and amended, is so vague and ambiguous that exceptor cannot safely plead to it. Paragraph thirty-seven of the original petition alleges that the death of Clarence A. Faciane was "further" caused by the negligence of Keasbey & Mattison Company, along with others, in connection with products allegedly manufactured by Keasbey & Mattison Company and used on jobs by decedent. The petition fails to specify what product or products allegedly manufactured by Keasbey & Mattison Company were used, nor does it specify the job or jobs on which such products were allegedly used; nor does it state which of decedent's alleged employers purchased and used said products nor when said sales took place; nor in what respects said products were inherently dangerous; nor in what respects the products were defective; nor what dangerous and defective materials were used in the manufacture of such products; nor wherein such products were dangerous.

WHEREFORE, exceptor prays that this dilatory exception be maintained and plaintiff be ordered to amend her petition by particularizing

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

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 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.

_____
Maurice J. Wilson

FILED

MAY 9 - 1962

_____
DEPUTY CLERK OF COURT

FILED

_____
DEPUTY CLERK

MRS. GLADYS FACIANE		NUMBER 77,004 DIVISION "A"
VS.		19TH JUDICIAL DISTRICT COURT
		PARISH OF EAST BATON ROUGE
THE TRAVELERS INSURANCE COMPANY, ET AL		STATE OF LOUISIANA

JUDGMENT SUSTAINING DILATORY EXCEPTION

This matter was heard in regular order on the 7th day of May, 1962, on the dilatory exception filed herein on behalf of Owens Corning Fiberglas Corporation on the 2nd day of May, 1962. The Court considering the law and the evidence to be in favor of sustaining the exception;

IT IS ORDERED, ADJUDGED AND DECREED that the dilatory exception filed herein on behalf of Owens Corning Fiberglas Corporation be and it is hereby sustained as to all the petitions filed herein by the plaintiff, and plaintiff is hereby ordered to amend her petitions on or before May 23, 1962, and particularly Article 37 of the original petition herein, in connection with certain products allegedly manufactured by Owens Corning Fiberglas Corporation and allegedly used on jobs by the decedent, such amendment to specify: the product or products allegedly manufactured by Owens Corning Fiberglas Corporation; the jobs on which the products were allegedly used by decedent; which of decedent's alleged employers purchased and used the products allegedly manufactured by Owens Corning Fiberglas Corporation; when said sales took place; in what respects the products were inherently dangerous; in what respects the products were defectively manufactured; what dangerous and defective materials were used in the products; and what dangers were inherent in the products.

In default of such amendment within the delay set out above, plaintiff's suit shall be dismissed as to Owens Corning Fiberglas Corporation, at plaintiff's costs.

JUDGMENT RENDERED in Open Court the 7th day of May, 1962.

JUDGMENT READ AND SIGNED in Open Court the 8 day of May, 1962.

C. A. Barrett
JUDGE, 19TH JUDICIAL DISTRICT COURT

FILED
May 8, 1962

CERTIFIED TRUE COPY

DEPUTY CLERK

W. Alva Barrett
May 8, 1962

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 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

1336 National Bank of Commerce Building
New Orleans, Louisiana

FILED
MAY 15 1961
Jackie Scully
DY. CLERK OF COURT

CERTIFIED
TRUE COPY

DEPUTY CLERK

MRS. GLADYS FACIANE	:	NUMBER 77004 DIVISION
	:	19TH JUDICIAL DISTRICT COURT
VS.	:	PARISH OF EAST BATON ROUGE
THE TRAVELERS INSURANCE COMPANY, ET AL	:	STATE OF LOUISIANA

MOTION and ORDER

Now into Court, through undersigned counsel, comes Mundet Cork Corporation one (1) of the defendants herein, and on suggesting to the Court that a judgment was rendered herein on April 23, 1962, and read and signed on April 24, 1962, sustaining the exception of vagueness filed herein by Mundet Cork Corporation, that said judgment ordered plaintiffs to amend their petition in certain particulars within fifteen (15) days from date thereof, that plaintiffs have not amended their petition in such particulars and more than fifteen (15) days have elapsed since the date of such judgment; therefore, appearer moves that said suit be dismissed insofar as Mundet Cork Corporation is concerned:

IT IS ORDERED, ADJUDGED AND DECREED that the above entitled and numbered cause is hereby dismissed insofar as Mundet Cork Corporation is concerned at plaintiffs' costs.

DONE, READ AND SIGNED in Open Court at Baton Rouge, Louisiana, this 24 day of May, 1962.

JUDGE, 19th Judicial District Court

BURTON, ROBERTS & WARD
206 Louisiana Avenue
Baton Rouge, Louisiana

By: Charles Wm. Roberts

C. W. Roberts - to Allen Bonfield

MRS. GLADYS FACIANE	*	NUMBER 77,004, DIVISION "C"
VS.	*	19TH JUDICIAL DISTRICT COURT
	*	PARISH OF EAST BATON ROUGE
THE TRAVELERS INSURANCE COMPANY	*	STATE OF LOUISIANA

****

J U D G M E N T

This cause came on hearing on Declinatory Exceptions on Monday, May 7, 1962, at ten a. m.; after reviewing the pleadings and annexed affidavit hearin , the argument of counsel, and considering the law and the evidence to be in favor of Exceptor, H. I. Thompson Fiber Glass Company, and for oral reasons assigned:

IT IS ORDERED, ADJUDGED, AND DECREED that judgment be, and it is hereby rendered in favor of Exceptor, H. I. Thompson Fiber Glass Company and against the plaintiff, Mrs. Gladys Faciane, dismissing plaintiff's suit against said Exceptor at plaintiff's cost.

JUDGMENT RENDERED, READ, AND SIGNED in Open Court on 24 day of May, 1962.

C. A. Barnett
JUDGE, 19TH JUDICIAL COURT

CERTIFIED TRUE C

Eva S. Howard
DEPUTY CLERK

CLERK OF COURT

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

Re: MRS. GLADYS FACIANE No. 77,004 Div. A

VS

THE TRAVELERS INS. CO., ET AL

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

To Jos. Keogh; H. Alva Brumfield

GREETING:

You are hereby notified that a decision was rendered and spread on the minutes of Div. A on the 24 day of May, 1962 in the above entitled and numbered cause, and the following is a true copy of the entry of said decision:

"For oral reasons assigned, there is judgment herein dismissing plaintiff's suit against defendant-exceptor, H. I. Thompson Fiberglas Company, at plaintiff's costs; judgment signed and filed. See decree."

(X) Oral decision

( ) Written decision, a copy of which is enclosed herc ...

Thus done, signed and mailed at Baton Rouge, Louisiana,
on this 24 day of May 1962.

Deputy Clerk of Court

MRS. GLADYS FACIANE	:	NUMBER 77,004 DIVISION "C"
VERSUS	:	19TH JUDICIAL DISTRICT COURT
	:	PARISH OF EAST BATON ROUGE
THE TRAVELERS INSURANCE COMPANY, ET AL	:	STATE OF LOUISIANA
FILED: Mar 26, 1962	:	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.

MRS. GLADYS ENGLAND

VS.

THE AETNA CASUALTY & SURETY COMPANY

NO. 77,004

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

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:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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.

(sgd) Henie L. Palmer
Deputy Clerk of Said Court

A TRUE COPY this March 20th, 1961
Henie L. Palmer
Deputy Clerk of Court

CERTIFIED TRUE COPY

DEPUTY CLERK

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

MRS. [illegible] MOORE

VS.

[illegible] INSURANCE CO.

NO. 77,004

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:

You are hereby summoned to comply with the demand contained in the petition Original and Supplemental and Amended of the plaintiff in the above entitled and numbered cause, a 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 20th day of March, 1961.

Irene L. Palmer
Deputy Clerk of Said Court

CERTIFIED TRUE COPY

Eva H. Arnaud
DEPUTY CLERK

MRS. ALICE PACKARD

VS.

THE FIDELITY INSURANCE COMPANY

NO. 77,004

19th Judicial District Court
PARISH OF EAST BATON ROUGE
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:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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, 1951.

(sgd) Venie L. Palmer
Deputy Clerk of Said Court

CERTIFIED TRUE COPY

DEPUTY CLERK

A TRUE COPY this March 20th, 1951
Venie L. Palmer
Deputy Clerk of Court

MAR 22 1951 STATE OF LA. 19 PM '51

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

19th Judicial District Court
PARISH OF EAST BATON ROUGE
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:

You ~~are hereby~~ summoned to comply with the demand contained in the original and supplemental and amended petition of the plaintiff in the above entitled and numbered cause, a duly certified ~~copy of~~ copies of which ~~is~~ 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 23rd day of March, 19 61.

Irene L. Phillips
Deputy Clerk of Said Court

KWIK-NOTE

TO Civil Sheriff
Parish of Orleans
New Orleans, Louisiana

FROM PERRY H. JOHNSON
CLERK OF THE
NINETEENTH JUDICIAL DISTRICT COURT
P. O. BOX 1548
BATON ROUGE, LOUISIANA

SUBJECT AND FILE No. 77,004

MESSAGE SECTION

March 23, 19 61

We are enclosing herein copies of petitions and citation in the above numbered suit, to be served on Keasby & Mattison Company, through its agents, Phelps, Dunbar, Marks & Claverie, 420 Hibernia Bld. New Orleans. Please make your return on the duplicate citation enclosed and send your bill for service.

Dy/ Clerk of Court

REPLY SECTION

_____, 19____

FORM SF-249—4) Kooklings, Natchez

RECIPIENT: KEEP WHITE COPY, ANSWER ON PINK COPY

SENDER: SNAP OUT YELLOW COPY ONLY SEND WHITE AND PINK COPIES WITH CARBON

= No. 77004 =

J. BLANC MONROE (1880-1960)
MONTE M. LEMANN (1884-1939)

J. RAGBURN MONROE
MALCOLM L. MONROE
WALTER J. SUTHON JR.
THOMAS B. LEMANN
RAY P. SULLIVAN, JR.
D. DOUGLAS HOWARD
MELVIN I. SCHWARTZMAN
ANDREW P. CARTER
WALTER J. SUTHON, III
NIGEL E. RAFFERTY
STEPHEN B. LEMANN

BENJ. P. SLATER, JR.
JERRY A. BROWN
EUGENE G. TAGGART
JOHN L. GLOVER

MONROE & LEMANN
ATTORNEYS AND COUNSELLORS AT LAW
WHITNEY BUILDING
NEW ORLEANS 12

CABLE ADDRESS
"RONCAL"

March 30, 1961

#12,928

copy certified & mailed apr. 3-1961

Hon. Perry M. Johnson
Clerk of Court
19th Judicial District Court
Parish of East Baton Rouge
Baton Rouge, Louisiana

RE: Mrs. Gladys Faciane v.
The Travelers Insurance Company,
No. 77,004, Division "C",
19th Judicial District Court,
Parish of East Baton Rouge, La.

Dear Mr. Johnson:

We enclose herewith a motion and order for an extension of time in which to plead. We would appreciate your filing the motion and order and presenting the order to the Court for signing. In addition, we would appreciate your furnishing us with one certified copy of the motion and order after the order is signed by the Court.

Thanking you for your cooperation in this matter,

Very truly yours,

Malcolm L. Monroe

MLM/vm
encl.

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.

_____

UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF LOUISIANA

BATON ROUGE DIVISION

MRS. GLADYS FACIANE, Plaintiff	:	
vs	:	CIVIL ACTION
TRAVELERS INSURANCE COMPANY, et al, Defendant	:	No.

NOTICE OF FILING OF PETITION AND BOND

To: H. Alva Brumfield, Attorney for Plaintiff: and Clerk, 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana

Please take notice that on this 7 day of April, 1961, a petition for removal of this cause from the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, together with bond required by statute to accompany said petition, was filed in this Court. A copy of said petition and bond is attached hereto and made a part hereof.

Dated 7 April 1961.

CHAFFE, McCALL, PHILLIPS,
BURKE & HOPKINS

By: Harry McCall, Jr.
Attorneys for R. J. Reynolds Tobacco Company
1500 National Bank of Commerce Building
New Orleans 12, Louisiana

DURRETT, HARDIN, HUNTER, DAMERON
and FRITCHIE

By: Calvin P. Hardy
Attorneys for P. Lorillard Company
Louisiana National Bank Building
Baton Rouge, Louisiana
ATTORNEYS FOR PETITIONERS

CERTIFIED TRUE COPY

DEPUTY CLERK

FILED Apr 7 P.M.

APR 7 1961

ET

STATE OF LOUISIANA)
)
PARISH OF ORLEANS)

Harry McCall, Jr., being duly sworn, deposes and says:

That he is one of the attorneys for defendant in the above-entitled cause, R. J. Reynolds Tobacco Company, who is petitioner herein; that he has read the foregoing petitionand that he believes it to be true; that said petitioner is a foreign corporation, and that affiant makes this affidavit for the reason that the officers of petitioner who would ordinarily make this affidavit are absent from and non-residents of the Parish of East Baton Rouge, State of Louisiana, in which said action is brought.

SIGNED: HARRY McCALL, JR.
Harry McCall, Jr.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 6 DAY
OF APRIL, 1961.

Sgd/ Nolan Kennon
Notary Public

STATE OF LOUISIANA
PARISH OF East Baton Rouge

Calvin Hardin, being duly sworn, deposes and says:

That he is one of the attorneys for defendant in the above-entitled cause, P. Lorillard Company, who is petitioner herein; that he has read the foregoing petition and that he believes it to be true; that said petitioner is a foreign corporation, and that affiant makes this affidavit for the reason that the officers of petitioner who would ordinarily make this affidavit are absent from and non-residents of the Parish of East Baton Rouge, State of Louisiana, in which said action is brought.

Sgd/ Calvin Hardin
Calvin Hardin

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 7 DAY
OF APRIL, 1961.

Sgd/ Claire A. Hunter
Notary Public

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Petition for Removal and Notice of Filing of Petition and Bond have this day been served upon Mr. H. Alva Brumfield, Attorney for Plaintiff, 205 American Bank Building Baton Rouge, Louisiana and all other parties, and the Clerk of the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, by delivering same to their respective offices by first class mail, properly addressed.

~~New Orleans~~ Baton Rouge, Louisiana, 7 April 1961.

Calvin A. Hayes
~~Henry McCall, Jr.~~

FILED at 4:00 P.M.

APR 7 1961

BY. CLERK OF COURT

Louis B. Emard
DEPUTY CLERK

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004 DIVISION "C"
19TH. JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

* *

DECLINATORY EXCEPTIONS

NOW INTO COURT, through undersigned counsel, comes H. I. Thompson Fiber Glass Company, appearing herein solely for the purpose of raising declinatory exceptions, and excepts to the petition of plaintiff, Mrs. Gladys Faciane, on the following grounds, to-wit:

1.

That exceptor, H. I. Thompson Fiber Glass Company is not doing business in the State of Louisiana, has never done business in the State of Louisiana, has no agents in the State of Louisiana, has no sales representative nor any other representative in the State of Louisiana nor any employees in the State of Louisiana and, therefore, the pruported service of citation upon it through the Secretary of State in this case is insufficient and a nullity, and accordingly, exceptor specifically pleads the exception of insufficiency of citation.

2.

That for the same reasons and facts set forth hereinabove, exceptor specifically pleads the exception of insufficiency of service of process herein.

3.

For the same reasons and facts as set forth in paragraph 1 hereinabove, exceptor further pleads that this Honorable Court lacks jurisdiction over the person of the exceptor, i.e., lack of jurisdiction rationae personae.

4.

That exceptor attaches hereto and makes a part hereof an affidavit executed by exceptor's Vice-President, Wilbur Benke, which sets forth the facts that exceptor has never done business in the State of Louisiana.

WHEREFORE, exceptor, H. I. Thompson Fiber Glass Company prays that the citation issued herein as well as the service thereof be annulled and set aside and that these declinatory exceptions be maintained and that, accordingly, there be judgment herein in favor of exceptor, H. I. Thompson Fiber Glass Company

and against the plaintiff, Mrs. Gladys Faciane, dismissing the plaintiff's suit as to said H. I. Thompson Fiber Glass Company at plaintiff's cost.

By Attorneys:

SEALE, HAYES, SMITH, KEOGH & FRANKLIN

BY: Joseph F. Keogh
P. O. Box 2523
Baton Rouge, Louisiana

CERTIFICATE

I hereby certify that a copy of the above and foregoing declinatory exceptions have this day been mailed, postage prepaid, to the following: Charles W. Phillips, 1100 La. National Bank Building, Baton Rouge, La., attorney for Travelers Insurance Co.; Edward W. Gray, 205 Roumain Building, Baton Rouge, La., attorney for Aber Company, Inc.; Mary Bird Perkins, 304 La. National Bank Building, Baton Rouge, La., attorney for B & B Engineering & Supply Co.; Frank S. Craig & R. F. Cangelosi, Jr., 801 Fidelity National Bank Building, Baton Rouge, La., attorneys for Owens-Corning Fiberglas Corp.; Aubrey McCleary, 201 Baton Rouge Savings & Loan Building, Baton Rouge, Louisiana, attorney for U. S. Rubber Co.; Maurice J. Wilson, Fidelity National Bank Building, Baton Rouge, La., attorney for Keasbey & Mattison Co.; David W. Robinson, 137 St. Ferdinand St., attorney for Pittsburg Corning Corp.; E. Leland Richardson, 410 Reymond Bldg., Baton Rouge, Louisiana, attorney for Johns-Manville Sales Corp.; Benj. R. Slater 1425 Whitney Bldg., New Orleans, La., attorney for Eagle Picher Co.; Paul B. Deal, 1836 National Bank of Commerce Bldg., New Orleans, La., attorney for Baldwin-Ehret-Hill, Inc.; Calvin E. Hardin, Jr., 408 La. National Bank Bldg., Baton Rouge, La., attorney for R. J. Reynolds Tobacco Co.; and A. Leon Hebert, 118 St. Louis St., Baton Roue, La., attorney for W. W. Kellogg Company.

Baton Rouge, Louisiana, April 19, 1962.

JOSEPH F. KEOGH

FILED

APR 25 1962

Jackie Scallan
DEPUTY CLERK OF COURT

Ina M. Arnold
DEPUTY CLERK

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

CERTIFIED TRUE COPY

DEPUTY CLERK

FILED
APR 5 1961
DY. CLERK OF COURT

LAW OFFICES OF
DURRETT, HARDIN, HUNTER, DAMERON & FRITCHIE
LOUISIANA NATIONAL BANK BUILDING

BERT E. DURRETT
CALVIN E. HARDIN, JR.
WALLACE A. HUNTER
CHARLES H. DAMERON
ROGER M. FRITCHIE

BATON ROUGE 2, LOUISIANA

April 7, 1961

Hon. Perry M. Johnson
Clerk of Court
19th Judicial District Court
Parish of East Baton Rouge
Court House Building
Baton Rouge, Louisiana

In Re: Mrs. Gladys Faciane vs. The Travelers Insurance Company, et als - Docket No. 77,004, 19th Judicial District Court, East Baton Rouge Parish, Louisiana

Dear Mr. Johnson:

Please take notice that R. J. Reynolds Tobacco Company and P. Lorillard & Company, made defendants in the above numbered and entitled suit by a supplemental and amended petition filed on March 15, 1961, have, on the 7th day of April, 1961, filed in the District Court of the United States, Eastern District of Louisiana, Baton Rouge Division, their petition and bond for the removal of the above entitled and numbered action, a copy of which said petition and bond being enclosed and served herewith for filing by you and with you, in conformity with Title 28, U.S. Code, Section 1446 (e) reading as follows:

> "Promptly after the filing of such petition and bond the defendant or defendants shall give written notice thereof to all adverse parties and shall file a copy of the petition with the clerk of such State court, which shall effect the removal and the State court shall proceed no further unless and until the case is remanded".

CERTIFICATE

I certify that a copy of the above and foregoing exception has this day been served on Mr. H. Alva Brumfield, counsel for plaintiffs, by mailing same to him at his office, 205 American Bank Building, Baton Rouge, Louisiana, by U. S. Mail, postage prepaid.

Baton Rouge, Louisiana, this 16 day of April, 1962.

Charles Wm. Roberts

FILED

APR 16 1962

Jackie Deville
DY. CLERK OF COURT

CERTIFIED

Eva St. Amand
DEPUTY CLERK

Hon. Percy F. Saint
Clerk of Court
Paris --
April 7, 1961

Also enclosed for filing of you and with you is a copy of the notice sent to all other parties to this action including the attorney for plaintiff.

We respectfully ask that this letter along with the documents mentioned therein and attached hereto, all be filed in the record in this matter.

Thanking you for your courtesies, and with kindest regards, we are

Yours sincerely,

JONES, WALDO, HOLBERT, DENEGRE & PITCHER

BY: Calvin E. Hardin, Jr.
Calvin E. Hardin, Jr.,
Address: 400 La. National Bank Bldg.,
Baton Rouge, Louisiana, Attorneys for
P. Lorillard Company

2/en.

CHAFFE, McCALL, PHILLIPS, BARR & BURNS

BY: Harry McCall, Jr. per Calvin E. Hardin, Jr.
Harry McCall, Jr.,
Address: 1500 National Bank of Commerce
Building, New Orleans 12, Louisiana,
Attorneys for R. J. Reynolds Company

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
FILED: April 3, 1961	:	J. M. Bueyeur 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.

Judge

MONROE & LEMANN

Malcolm L. Monroe

Benj.R. Slater, Jr.
1424 Whitney Building
New Orleans, Louisiana
Attorneys for Defendant The Eagle-Picher Company

CERTIFIED TRUE COPY

DEPUTY CLERK

FILED
April 3, 1961
J. M. Bueyeur
DEPUTY CLERK OF COURT

Judicial Bd. REMOVAL BOND (U. S. District Court) 1-69 ⊙

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE EASTERN DISTRICT OF LOUISIANA

BATON ROUGE DIVISION

CIVIL ACTION NO.

MRS. GLADYS FACIANE

Plaintiff

versus

TRAVELERS INSURANCE COMPANY et al

Defendant

REMOVAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, R. J. REYNOLDS TOBACCO COMPANY and P. LORILLARD COMPANY as principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, having an office and usual place of business at New Orleans, Louisiana State of Louisiana, as Surety, are held and firmly bound unto Mrs. Gladys Faciane in the penal sum of Five Hundred and no/100 Dollars ($ 500.00), lawful money of the United States of America, for which payment well and truly to be made, unto the said Mrs. Gladys Faciane, her heirs, representatives, successors and assigns, we bind ourselves, our and each of our heirs, representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE BOND IS AS FOLLOWS:

WHEREAS, the above bounden R. J. Reynolds Tobacco Company and P. Lorillard Company has filed a petition in the District Court of the United States for the Eastern District of Louisiana Baton Rouge Division, for removal to said Court of a certain Cause No. 77,904, now pending in the 19th Judicial District Court of East Baton Rouge Parish, State of Louisiana wherein Mrs. Gladys Faciane is plaintiff and said R. J. Reynolds Tobacco Company and P. Lorillard Company are is defendant.

NOW, if the said R. J. Reynolds Tobacco Company and P. Lorillard Company shall properly and legally enter into the said District Court of the United States for the Eastern District of Louisiana Baton Rouge Division, within twenty (20) days after commencement of the action, or service of process, whichever is later, and shall comply with the provisions of Section 1446, Title 28, United States Code Annotated, as amended, and shall pay all costs that may be awarded if it shall be held that said suit was wrongfully or improperly removed, or that said suit was not properly removed, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of April, 19 71.

R. J. Reynolds Tobacco Company

By: /s/ Harry McCall, Jr.

P. Lorillard Company

/s/ Harry McCall, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By /s/ Joe A. Bergeron

/s/ [illegible], Attorney-in-fact

POWER OF ATTORNEY

Standard Accident Insurance Company

DETROIT, MICHIGAN

KNOW ALL MEN BY THESE PRESENTS: That the STANDARD ACCIDENT INSURANCE COMPANY by J. P. HACKER its Vice-President in pursuance of authority granted by Section 10A of the By-Laws of said Company, which reads as follows:

"The President, or any Vice-President, shall have power and authority to appoint resident Vice-Presidents, resident Assistant Secretaries and Attorneys-in-fact and to authorize them to execute on behalf of the Company and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

does hereby nominate, constitute and appoint Matt G. Smith and W. L. May, both of the City of Baton Rouge, State of Louisiana,

its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings, except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages, in penalties not exceeding One Hundred Thousand - ($100,000.00 -) Dollars each, in its business of guaranteeing the fidelity of persons holding places of public or private trust, and in the performance of contracts other than insurance policies, and executing and guaranteeing bonds or other undertakings not exceeding One Hundred Thousand - - - ($100,000.00 -) Dollars, each as aforesaid, required or permitted in all actions or proceedings, or by law required or permitted.

All such bonds and undertakings as aforesaid to be signed for the Company and the Seal of the Company attached thereto by either of the said Matt G. Smith or W. L. May, individually, as occasion may require.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and Purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Detroit, State of Michigan, in their own proper persons.

IN WITNESS WHEREOF, the said STANDARD ACCIDENT INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its Corporate Seal to be affixed thereto this 3rd day of March 1953.

Standard Accident Insurance Company

(COMPANY SEAL)

by J. P. HACKER
Vice-President.

STATE OF MICHIGAN, }
COUNTY OF WAYNE } ss.

On this 3rd day of March A. D. 19 53 before me the subscriber a Notary Public of the State of Michigan, in and for the County of Wayne, duly commissioned and qualified came J. P. HACKER Vice-President of the STANDARD ACCIDENT INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature of officer was duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation and that Section 10A of the by laws of said Company referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Detroit, the day and year first above written.

(NOTARIAL SEAL)

MARION MAYKUTH
My Commission Expires Nov. 12, 1956 Notary Public.

I, an Assistant Secretary of the STANDARD ACCIDENT INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is a true and correct copy of the original and is still in full force and effect.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of STANDARD ACCIDENT INSURANCE COMPANY this 11 day of April 19 61

W. J. NICHOLS Assistant Secretary.

59-452

Form B-731B-1 Ed. 7-56 15M-12-56

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE EASTERN DISTRICT OF LOUISIANA

BATON ROUGE DIVISION

MRS. GLADYS FACIANE Plaintiff versus TRAVELERS INSURANCE COMPANY et al Defendant	)	REMOVAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, U. S. Rubber Company, as principal, and the STANDARD ACCIDENT INSURANCE COMPANY, a corporation of the State of Michigan, having an office and usual place of business at Detroit, Michigan, State of Michigan, as Surety, are held and firmly bound unto ----------Mrs. Gladys Faciane---------- in the penal sum of ----------Two Hundred Fifty and no/100----------Dollars ($250.00), lawful money of the United States of America, for which payment well and truly to be made, unto the said Mrs. Gladys Faciane, her heirs, representatives, successors and assigns, we bind ourselves, our and each of our heirs, representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE BOND IS AS FOLLOWS:

WHEREAS, the above bounden U. S. Rubber Company has filed a petition in the District Court of the United States for the Eastern District of Louisiana, Baton Rouge Division, for removal to said Court of a certain Cause No. 77,004, now pending in the 19th Judicial District Court of East Baton Rouge Parish, State of Louisiana, wherein Mrs. Gladys Faciane is plaintiff and said U. S. Rubber Company is defendant,

NOW, if the said U. S. Rubber Company shall properly and legally enter into the said District Court of the United States for the Eastern District of Louisiana, Baton Rouge Division, within twenty (20) days after commencement of the action, or service of process, whichever is later, and shall comply with the provisions of Section 1446, Title 28, United States Code Annotated, as amended, and shall pay all costs that may be awarded if it shall be held that said suit was wrongfully or improperly removed, or that said suit was not properly removed, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of April, 1961.

U. S. RUBBER COMPANY

BY _____

STANDARD ACCIDENT INSURANCE COMPANY

BY _____
Attorney-in-fact

Filed
April 11, 1961
Billie Harper
By Clerk & Court

MRS. GLADYS FACIANE	:	NUMBER 77,004 DIVISION A
VERSUS	:	19TH JUDICIAL DISTRICT COURT
		PARISH OF EAST BATON ROUGE
TRAVELERS INSURANCE CO., ET AL	:	STATE OF LOUISIANA

: :

MOTION FOR SUMMARY JUDGMENT

Now into Court, through his undersigned counsel, comes B & B Engineering and Supply Company, Inc., made defendant in the above captioned matter, and respectfully represents that:

1.

Plaintiff in paragraph six and prayer of her Supplemental and Amended Petition filed on the 15th day of March 1961 and in her citation cites as defendant in this suit, the B & B Engineering and Supply Company, Inc., a corporation organized and existing under the laws of the State of Texas, domiciled at Houston, Texas, 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 Bank Building, New Orleans, Louisiana, as its agent for service of process.

2.

Plaintiff's demands against your defendant consists of an action in tort in her behalf against her deceased husband's former employer and in the alternative an action for Workman's Compensation Benefits in her behalf against her deceased husband's former employer.

3.

Your defendant shows by the attached supporting affidavit that it has never employed plaintiff's husband, Clarence A. Faciane, and therefore your defendant and mover is without liability for plaintiff's demands.

4.

Your defendant further alleges that the pleadings and the attached affidavit herein shows there is no genuine issue as to material fact, and that your defendant is antitled to judgment as a matter of law.

WHEREFORE, defendant prays that the plaintiff herein be ordered to appear and show cause why a summary judgment in favor of defendant dismissing plaintiff's demand against your defendant and moves should not be granted and that after due proceedings had there be judgment herein in favor of defendant and mover dismissing plaintiff's suit at her cost; and for all general and equitable relief.

BY ATTORNEY:

Richard C. Cadwallader

RICHARD C. CADWALLADER
FRANK P. SIMONEAUX
1004 Louisiana National Bank Building
Baton Rouge, Louisiana

UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF LOUISIANA

BATON ROUGE DIVISION

MRS. GLADYS FACIANE, Plaintiff

vs

TRAVELERS INSURANCE COMPANY, et al, Defendant

CIVIL ACTION

No. 77004

NOTICE OF FILING OF PETITION AND BOND

TO: H. Alva Brumfield, Attorney for Plaintiff; Chaffe, McCall, Phillips, Burke & Hopkins, Attorneys for R. J. Reynolds Tobacco Company; and Durrett, Hardin, Hunter, Dameron and Fritchie, Attorneys for P. Lorillard Company.

Please take notice that on this 11th day of April, 1961, a petition for removal of this cause from the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, together with bond required by statute to accompany said petition, was filed in this Court. A copy of said petition and bond is attached hereto and made a part hereof.

Dated 11 April, 1961.

SANDERS, MILLER, DOWNING, RUBIN & KEAN

By _____

Attorneys for U. S. Rubber Company
201 Baton Rouge Savings & Loan Building
Post Office Box 1588
Baton Rouge, Louisiana

UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF LOUISIANA

BATON ROUGE DIVISION

MRS. GLADYS FACIANE, Plaintiff	:	
vs	:	CIVIL ACTION
TRAVELERS INSURANCE COMPANY, et al, Defendants	:	No.

PETITION FOR REMOVAL OF ABOVE ENTITLED CAUSE TO THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA, BATON ROUGE DIVISION, FROM THE NINETEENTH JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA

U. S. Rubber Company, petitioner, one of the defendants in the above captioned suit, shows:

1.

A civil action has been commenced and is now pending in the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, wherein Mrs. Gladys Faciane is plaintiff and petitioner is a defendant (along with numerous other defendants), which action is designated by general number 77,004 and is hereinafter sometimes referred to as "said action No. 77,004."

2.

The claim or cause of action which plaintiff asserts against defendant, U. S. Rubber Company, is entirely separate and independent either from plaintiff's claims or causes of action against all of the other defendants in this action, or, in any event, from plaintiff's claims or causes of action against those defendants set forth in paragraph 36 of the supplemental and amended petition filed in said action No. 77,004.

3.

Petitioner seeks removal of said action No. 77,004 to this Court on the ground, and for the reason that this action, insofar as it concerns petitioner, involves a separate and independent claim or cause of action, or separate and independent claims or causes of action, which are wholly between citizens of different states, in that Mrs. Gladys Faciane, plaintiff, according to her

complaint, was at the time of the commencement of said action and still is a citizen of Louisiana, residing in East Baton Rouge Parish of the said State, and that petitioner, U. S. Rubber Company, defendant in said action, was at the time of commencement thereof and still is a corporation incorporated under the laws of the State of New Jersey, with its principal place of business outside of the State of Louisiana; thus petitioner was at said time and still is a citizen of the State of New Jersey and not of the State of Louisiana.

4.

The matter in controversy in said action No. 77,004 insofar as it concerns petitioner, at the commencement of said action and at the present time exceeds the sum or value of Ten Thousand Dollars ($10,000.00), exclusive of interest and costs.

5.

Said action No. 77,004 was commenced on the 8th day of August, 1960, but petitioner was not then named as a defendant, being made defendant therein by supplemental and amended petition filed on the 15th day of March, 1961, with process therein being served on petitioner on the 23rd day of March, 1961.

6.

Petitioner herewith presents a good and sufficient bond, as provided by statute, conditioned that petitioners will pay all costs and disbursements incurred by reason of the removal proceedings should it be determined that the case was not removable or was improperly removed.

7.

Petitioner files herewith a copy of all process, pleadings and orders served upon it in said action No. 77,004.

SANDERS, MILLER, DOWNING, RUBIN & KEAN

By _____
Attorneys for U. S. Rubber Company
201 Baton Rouge Savings & Loan Building
Post Office Box 1588
Baton Rouge, Louisiana

MALCOLM L. MONROE
WALTER J. SUTHON, JR.
THOMAS B. LEMANN
SAT P. SULLIVAN, JR.
D. DOUGLAS HOWARD
MELVIN I. SCHWARTZMAN
ANDREW P. CARTER
WALTER J. SUTHON, III
NIGEL E. BAFFERTY
STEPHEN B. LEMANN

BENJ. R. SLATER, JR.
JERRY A. BROWN
EUGENE C. TAGGART
JOHN L. GLOVER
HERBERT J. HARVEY, JR.
MAX NATHAN, JR.

MONROE & LEMANN
ATTORNEYS AND COUNSELLORS AT LAW
WHITNEY BUILDING
NEW ORLEANS 12

J. BLANC MONROE 1880-1960
MONTE M. LEMANN 1884-1958
J. ASBURY MONROE 1903-1961

CABLE ADDRESS
"RONCAL"

March 23, 1962

File #12,982-A

Hon. Perry M. Johnson
Clerk of Court
19th Judicial District Court
Parish of East Baton Rouge
Baton Rouge, Louisiana

Re: Mrs. Gladys Faciane v.
The Travelers Insurance Company,
No. 77,004, Division "C"
19th Judicial District Court
Parish of East Baton Rouge, La.

Dear Mr. Johnson:

We are informed that the above captioned matter, which had been removed to the United States District Court, Eastern District of Louisiana, Baton Rouge Division, has been remanded to the 19th Judicial District Court for the Parish of East Baton Roube by order entered on March 15, 1962.

We had been granted an order extending our time to plead by the United States District Court, but in order to remove any doubt concerning the date on which pleadings must be filed, we have prepared and enclose herewith a motion and order extending our time to plead through April 23, 1962. We would appreciate your filing the motion and order and presenting the order to Court for signing. In addition, we would appreciate your furnishing us with one certified copy of the motion and order after the order is signed by the Court.

Thank you for your cooperation in this matter.

Very truly yours,

Benjamin R. Slater, Jr.

BRS/mr
Enclosure

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

R. Gordon Kean, Jr., being duly sworn, deposes and says:

That he is one of the attorneys for defendant in the above entitled cause, U. S. Rubber Company, who is petitioner herein; that he has read the foregoing petition and that he believes it to be true; that said petitioner is a foreign corporation, and that affiant makes this affidavit for the reason that the officers of petitioner who would ordinarily make this affidavit are absent from and non-residents of the Parish of East Baton Rouge, State of Louisiana, in which said action is brought.

R. Gordon Kean, Jr.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 11TH DAY
OF APRIL, 1961

Notary Public

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Petition for Removal and Notice of Filing of Petition and Bond have this day been served upon H. Alva Brumfield, Attorney for Plaintiff, 205 American Bank Building, Baton Rouge, Louisiana, and all other parties and the Clerk of the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, by delivering same or mailing same to their respective offices by first class mail, properly addressed.

Baton Rouge, Louisiana, 11 April, 1961.

R. Gordon Kean, Jr.

FILED

CERTIFIED TRUE COPY

DEPUTY CLERK

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, Pittsburg 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.

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. Kellog & Company, B. & B.Engineering & Supply Company, Armstrong Contracting & Supply Corporation, Travelers Insurance Company, Johns-Manville Sales Corporation, John Manaville 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, P.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: H. Alva Brumfield
205 American Bank Building
Baton Rouge, Louisiana

FILED May 7, 1962
(SIGN'D) Nellie L. Hamner
CLERK
A TRUE COPY May 9, 1962
Nellie L. Hamner
BY CLERK

Lena S. Brand
DEPUTY CLERK

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.

s/ Robert S Cooper
H. ALVA BRUMFIELD

FILED May 7 '62
ENTERED May 15 '62

CERTIFIED TRUE C

DEPUTY CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA
BATON ROUGE DIVISION

CLERK'S OFFICE
A TRUE COPY
JUN 18 1962
Deputy Clerk, U. S. District Court
Eastern District of Louisiana
New Orleans, La.

MINUTE ENTRY:
APRIL 30, 1962
WEST, J.

MRS. GLADYS FACIANE

VERSUS

TRAVELERS INSURANCE CO., ET AL

CIVIL ACTION NO. [illegible]

- - - - - - - - - -

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 deNemours & Co., 183 F. 2d 165; Kolb v. Prudential Insurance Co. of America, 179 F. Supp. 97; Butler Manufacturing Co. v. Wallace & Tiernan Sales Corp., 42 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 [illegible] made for the purpose of defeating jurisdiction in the Federal Court. [illegible] Southern Kraft Corp., 183 So. 135.

/s/ Sgd. E. Gordon West

JUDGE, UNITED STATES DISTRICT COURT

June 20 - 1962
Deputy Clerk of Court

MRS. GLADYS FACIANE	:	NUMBER 77,004 DIVISION "C"
VERSUS	:	19TH JUDICIAL DISTRICT COURT
	:	PARISH OF EAST BATON ROUGE
THE TRAVELERS INSURANCE COMPANY, ET AL	:	STATE OF LOUISIANA
FILED: March 26, 1962	:	Ruth D. Lute 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.

Ron Kearney
JUDGE

FILED

Ruth D. Lute

CERTIFIED
TRUE COPY

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.

FILED

MAR 26 19?

CLERK OF COURT

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing answers have this day been mailed, properly addressed and postage prepaid, to H. Alva Brumfield, Esq., R. Gordon Kean, Jr., Esq., C. W. Phillips, Esq., Joseph F. Keogh, Esq., M. J. Wilson, Esq., Frank S. Craig, Esq., Edward W. Gray, Esq., Benjamin R. Slater, Jr., Esq., and Calvin E. Hardin, Jr., Esq., attorneys of record herein.

New Orleans, Louisiana, 10 April 1962.

Harry W. Gall, Jr.

CERTIFIED
TRUE COPY

DEPUTY CLERK

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

DIVISION "C"

MRS. GLADYS PACIANE — DOCKET NO. 77,004

VS.

THE TRAVELERS INSURANCE COMPANY, ET AL. — DILATORY EXCEPTION

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

Now into court, through undersigned counsel, comes U. S. Rubber Company, purportedly made defendant in the above numbered and entitled cause, appearing herein for the sole and only purpose of excepting to the supplemental and amended petition of plaintiff, and as grounds for such dilatory exception, specifies the following:

That exceptor cannot safely plead to plaintiff's petition because the petition is too vague, general and indefinite in the following particulars:

1.

Paragraph 37 of the supplemental and amended petition alleges that U. S. Rubber Company, among other manufacturing concerns, was allegedly negligent in certain respects with regard to products allegedly manufactured by U. S. Rubber Company and used on certain jobs "by the decedent"; the petition, however, does not allege or specifically designate the products allegedly manufactured by U. S. Rubber and used on the jobs by the decedent, nor does the petition specify which of the decedent's employers purchased and used products allegedly manufactured by U. S. Rubber Company; nor does the petition allege in what respects the alleged products were inherently dangerous, or if not inherently dangerous, in what respects the alleged products were defectively manufactured.

WHEREFORE, exceptor prays that this exception be maintained and that, accordingly, plaintiff be ordered to amend her petition by particularizing the vague, general and indefinite allegations indicated above;

that in default of such amendment within a reasonable delay to be fixed by this Court, plaintiff's petition be dismissed as to exceptor, at her costs; and for all such additional relief as law, equity and the nature of the case may permit.

By Attorneys,

R. Gordon Kean, Jr., of
SANDERS, MILLER, DOWNING, RUBIN & KEAN
Post Office Box 1588
Baton Rouge, Louisiana

CERTIFICATE

I certify that a copy of the above and foregoing dilatory exception has been served upon Mr. H. Alva Brumfield, attorney of record for plaintiff herein, by mailing same to him at his office, 205 American Bank Building, Baton Rouge, Louisiana, by U. S. Mail, postage prepaid.

Baton Rouge, Louisiana, this 10th day of April, 1962.

R. Gordon Kean, Jr.

FILED
APR 11 1962

MINUTE ENTRY:
FEBRUARY 26, 1962
WEST, J.

MRS. GLADYS FACIANE

VERSUS

TRAVELERS INSURANCE CO., ET AL

NO. 2452 - CIVIL ACTION

BATON ROUGE DIVISION

* * * * * * * * * *

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. Finn, 71 S. Ct. 534; 341 U.S. 6. Edwards v. E. I. duPont deNemours & Co., 183 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
U.S. DIST. COURT
MAR 15 1962

Mrs. Gladys Faciane et al

V.

The Travelers Insurance Co. et al

NO. 77,004 DIVISION "C"

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

The undersigned moves that the above numbered and entitled cause be transferred out of Division "C" and reallotted to another division of this court.

April 12th 1962.

Attorney for ~~Third Party~~
(~~Plaintiff~~ - Defendant - ~~Intervenor~~)
U.S. Rubber Co.

The above numbered and entitled cause is transferred out of Division "C" and reallotted to Division A of this Court.

April 12 1962.

Judge, Division "A"

FILED
APR 12 1962
Lillie Harper
Dep.

CERTIFIED
TRUE

MRS. GLADYS FACIANE	*	NUMBER 77,084, DIVISION "A"
VS.	*	19TH JUDICIAL DISTRICT COURT
	*	PARISH OF EAST BATON ROUGE
THE TRAVELERS INSURANCE COMPANY	*	STATE OF LOUISIANA

***

DILATORY EXCEPTION ON BEHALF OF
PHILIP CAREY MANUFACTURING COMPANY

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

PHILIP CAREY MANUFACTURING COMPANY, purportedly made defendant in the above numbered and entitled cause, appearing herein solely for the purposes of this exception, excepts to all of the petitions filed herein by plaintiff on the following ground, to-wit:

1.

Plaintiff's petition, as supplemented and amended, is so vague and ambiguous that exceptor cannot safely plead to it. Paragraph thirty-seven of the original petition alleges that the death of Clarence A. Faciane was "further" caused by the negligence of Philip Carey Manufacturing Company, along with others, in connection with products allegedly manufactured by Philip Carey Manufacturing Company and used on jobs by decedent. The petition fails to specify what product or products allegedly manufactured by Philip Carey Manufacturing Company were used, nor does it specify the job or jobs on which such products were allegedly used; nor does it state which of decedent's alleged employers purchased and used said products; nor when said sales took place; nor in what respects said products were inherently dangerous; nor in what respects the products were defective; nor what dangerous and defective materials were used in the manufacture of such products; nor wherein such products were dangerous.

WHEREFORE, exceptor prays that this dilatory exception be maintained and plaintiff be ordered to amend her petition by particularizing 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,

SEALE, HAYES, SMITH, KEOGH & FRANKLIN

By _____
Joseph F. Keogh
709 Florida
Baton Rouge, Louisiana

Attorneys for Philip Carey Manufacturing 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 15th, 1962.

_____
Joseph F. Keogh

FILED

MAY 15 1962

_____
DY. CLERK OF COURT

CERTIFIED TRUE COPY

_____
DEPUT. CLERK

MRS. GLADYS FACIANE	NUMBER 77,006	DIVISION "C"
VS.	19TH JUDICIAL DISTRICT COURT	
	PARISH OF EAST BATON ROUGE	
THE TRAVELERS INSURANCE COMPANY	STATE OF LOUISIANA	

DILATORY EXCEPTION ON BEHALF OF
OWENS CORNING FIBERGLAS CORPORATION

Owens Corning Fiberglas Corporation, purportedly made defendant in the above numbered and entitled matter, appearing herein solely for the purpose of this exception, excepts to all of the petitions filed herein by plaintiff on the following grounds:

1.

The plaintiff's petition, as supplemented and amended, is so vague and ambiguous that exceptor cannot safely plead to it. Article 37 of the original petition alleges that the death of Clarence A. Faciane was "further" caused by the negligence of Owens Corning Fiberglas Corporation, and other defendants, in connection with certain products allegedly manufactured by Owens Corning Fiberglas Corporation and used on the jobs by the decedent. However, the petition does not specify the product or products allegedly manufactured by Owens Corning Fiberglas Corporation, nor the jobs on which the products were allegedly used; nor which of decedent's alleged employers purchased and used the products allegedly manufactured by Owens Corning Fiberglas Corporation; nor when said sales took place; nor in what respects the products were inherently dangerous; nor in what respects the products were defectively manufactured; nor what dangerous and defective materials were used in the products; nor what dangers were inherent in the products.

WHEREFORE, exceptor prays that this dilatory exception be sustained, and plaintiff be ordered to amend her petition by particularizing 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, at plaintiff's costs.

Frank S. Craig, Jr.
of Kizer, Heaton, Craig & Cangelosi
801 Fidelity National Bank Building
Baton Rouge, Louisiana

Attorneys for Owens Corning Fiberglas
Corporation - Exceptor

CERTIFICATE

I certify that a copy of the foregoing exception has been served on Mr. H. Alva Brumfield, attorney for plaintiff, by mailing the same to him at his office, 205 American Bank Building, Baton Rouge, Louisiana, postage prepaid.

Baton Rouge, Louisiana, this 1 day of May, 1962.

Frank S. Craig, Jr.

FILED

MAY 2 1962

CLERK OF COURT

CERTIFIED TRUE COPY

THE TRAVELERS INSURANCE COMPANY

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.

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 copies of which are herein 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.

Deputy Clerk of Said Court

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.

GREETING:

You are hereby summoned to comply with the demand contained in the original and supplemental and amended petitions of the plaintiff in the above entitled and numbered cause, copies of which are duly certified 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, 1962

RECEIVED
May 16 10 53 AM '62
FILE
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

7-

MRS. GLADYS FACIANE	I	NUMBER 77,004 DIVISION "A"
VS.	I	19TH JUDICIAL DISTRICT COURT
	I	PARISH OF EAST BATON ROUGE
THE TRAVELERS INSURANCE COMPANY, ET AL	I	STATE OF LOUISIANA

JUDGMENT OF DISMISSAL AS TO
OWENS CORNING FIBERGLAS CORPORATION

On motion of Owens Corning Fiberglas Corporation, and on showing to the Court that by judgment dated the 8th day of May, 1962, the dilatory exception filed on behalf of Owens Corning Fiberglas Corporation was sustained, and the plaintiff was ordered to amend her petitions on or before May 23, 1962, in the particulars set out in the said judgment; and on further showing to the Court that the plaintiff has failed to amend her petitions within the said period of time, in any respect, and the Court having satisfied itself that the plaintiff's petitions have not been amended as ordered; and the aforesaid judgment of May 8, 1962, provided that in default of such amendment within the delay provided, the plaintiff's suit shall be dismissed as to Owens Corning Fiberglas Corporation, at plaintiff's costs.

IT IS ORDERED, ADJUDGED AND DECREED that the suit of Mrs. Gladys Faciane, individually and as duly qualified and acting natural tutrix of the minors, Catherine Jean Faciane and Ronald Markel Faciane, be and the same is hereby dismissed as to Owens Corning Fiberglas Corporation, at plaintiff's costs.

JUDGMENT RENDERED, READ AND SIGNED in Open Court this 29 day of May, 1962.

C. A. Barnett
JUDGE, 19TH JUDICIAL DISTRICT COURT

Frank S. Craig, Jr.
Frank S. Craig, Jr., of
Kizer, Heaton, Craig & Cangelosi
801 Fidelity National Bank Building
Baton Rouge, Louisiana

Attorneys for Owens Corning Fiberglas Corporation

CERTIFIED TRUE COPY
Deputy Clerk of Court

FILED
May 29, 1962
DEPUTY CLERK OF COURT

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

DIVISION "A"

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY, ET AL.

DOCKET NO. 77,004

JUDGMENT OF DISMISSAL AS TO U. S. RUBBER COMPANY

On motion of U. S. Rubber Company, and on showing to the Court that by judgment dated the 23rd day of April, 1962, the dilatory exception filed on behalf of U. S. Rubber Company was sustained, and the plaintiff was ordered to amend her petition on or before May 7, 1962, in the particulars set out in the said judgment; and on further showing to the Court that the plaintiff has failed to amend her petition within the said period of time, in any respect, and the Court having satisfied itself that the plaintiff's petition has not been amended as ordered; and the aforesaid judgment of April 23rd, 1962, provided that in default of such amendment within the delay provided, the plaintiff's suit shall be dismissed as to U. S. Rubber Company, at plaintiff's costs.

IT IS ORDERED, ADJUDGED AND DECREED that the suit of Mrs. Gladys Faciane, individually and as duly qualified and acting natural tutrix of the minors, Catherine Jean Faciane and Ronald Markel Faciane, be and the same is hereby dismissed as to U. S. Rubber Company, at plaintiff's costs.

JUDGMENT RENDERED, READ AND SIGNED in Open Court this 29 day of June, 1962.

E. A. Barnett

JUDGE, 19TH JUDICIAL DISTRICT COURT

R. Gordon Kean, Jr., of
SANDERS, MILLER, DOWNING, RUBIN & KEAN
P. O. Box 1588, Baton Rouge, Louisiana
Attorneys for U. S. Rubber Company

FILED
June 29, 1962
Deputy Clerk of Court

W. Blue Brumfield - R. Gordon Kean
June 29, 1962
Deputy Clerk of Court

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

OFFICE OF THE CLERK

A. DALLAM O'BRIEN, JR.
CLERK

June 19, 1962

210 POST OFFICE BUILDING
NEW ORLEANS 12, LA.

Clerk
Nineteenth Judicial District Court
Parish of East Baton Rouge
Baton Rouge, Louisiana

Dear Sir:

In re: Mrs. Gladys Faciane
versus
Travelers Insurance Co., et al
Civil Action No. 2455
Baton Rouge Division

I am enclosing herewith a certified copy of an Order entered by this Court on April 30, 1962, remanding the above-entitled case to your court.

Very truly yours,

A. Dallam O'Brien, Jr.
Clerk

encl
cmc.

CERTIFICATE OF SERVICE

I certify that I have mailed a copy of the above motion and the annexed order to Mr. H. Alva Brumfield, 205 American Bank Building, Baton Rouge 1, Louisiana, Attorney of Record, on December 5, 1962.

Richard C. Cadwallader

O R D E R

Let Mrs. Gladys Faciane be and is hereby ordered to show cause on the 17 day of December, 1962, at 10 A M. why the defendant's motion for summary judgment dismissing plaintiff's suit at her cost should not be granted as prayed for herein.

Dated this Dec. 5-1962

E. A. Barnett

JUDGE, 19th JUDICIAL DISTRICT COURT

1004

2

Lewis L. Palmer

STATE OF TEXAS

HARRIS COUNTY

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the State and County aforesaid, personally came and appeared R. C. Abrahams, Treasurer and duly authorized agent of "B & B Engineering and Supply Company, Inc.", who being first duly sworn deposed and said:

(1) That he is Treasurer of B & B Engineering and Supply Company, Inc.;

(2) That B & B Engineering and Supply Company, Inc. is a corporation organized and existing under the laws of the State of Texas, domiciled at Houston, Texas, 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, and that said corporation is named a defendant in paragraph six of Suit #77,004, Division "C", 19th Judicial District Court, entitled Mrs. Gladys Faciane vs. The Travelers Insurance Company, et al;

(3) That he has examined the employment records of B & B Engineering and Supply Compnay, Ins. and said examination reveals that Clarence A. Faciane was never employed by said corporation.

R. C. ABRAHAMS

SWORN TO AND SUBSCRIBED before me this 26th day of November, 1962.

NOTARY PUBLIC

CERTIFIED TRUE COPY

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

Re: MRS. GLADYS FACIANE No. 77,004 Div. A

VS

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

TRAVELERS INSURANCE CO.

To: FOR RECORD

GREETING:

You are hereby notified that a decision was rendered and spread on the minutes of Div. A on the 17th day of December 1962 in the above entitled and numbered cause, and the following is a true copy of the entry of said decision:

This matter came before the Court on a motion forsummary judgment filed by defendant, B. & B. Engineering & Supply Company. The matter was argued by counsel and submitted to the Court. Whereupon for oral reasons assigned the rule for summary judgment was sustained and there is judgment dismissing plaintiff's suit insofar as defendant B. & B. Engineering & Supply Company.

(X) Oral decision

( ) Written decision, a copy of which is enclosed herewith.

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

on this 17th day of December 1962.

FILED:

Kathleen O Frank
Deputy Clerk of Court

1

MRS. GLADYS MOLAISE

VERSUS

MATTHEWS CONTRACTING CO., ET.AL.

NUMBER 77,004 DIVISION A

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

JUDGMENT

This cause came regularly for hearing on the motion for summary judgment filed on the 5th day of December, 1962, by the defendant herein, D & B Engineering and Supply Company, Inc., and the Court considering the law and the evidence to be in favor of the motion,

IT IS ORDERED, ADJUDGED, AND DECREED that the motion for summary judgement be and is hereby granted and the plaintiff's suit dismissed at her cost insofar as it affects D & B Engineering and Supply Company, Inc., a defendant herein.

Judgement read and rendered in open Court at Baton Rouge, Louisiana, this 17th day of December, 1962.

Judgement signed this 18 day of December, 1962.

C A Barnett

JUDGE, 19TH JUDICIAL DISTRICT COURT

Filed
11504

December 18, 1962
Daniel M. Lyman

Deputy

Clerk

X

MRS. GLADYS FACIANE

VERSUS

THE TRAVELERS INSURANCE CO.

NUMBER 77,004, DIVISION "A"

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

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 circumstances and in accordance with law.

Fact

By Attorneys:

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

By: _____
SYLVIA ROBERTS

Law Offices of
LEMLE & KELLEHER
National Bank of Commerce Building

Cable address "LENHOR"

NEW ORLEANS 12

August 6, 1963

SELIM B LEMLE (1918-1960)
LOUIS G LEMLE
HARRY B KELLEHER
HARRY V SOUCHON
CHARLES KOHLMEYER, JR
GEORGE B MATTHEWS
H MARTIN HUMLEY
CARL J SCHUMACHER, JR
THOMAS F JORDAN
WILLIAM STEIN JR
CHARLES E LUGENBUHL
C MURPHY MOSS, JR
ALLEN A FONTENOT

SHIRLEY C FRIEND, JR
GEORGE A PRILOT III
M BUCHNER BARKLEY, JR
ALBERT H HANEMANN, JR
DERMOT S MCGLINCHEY
PAUL B DEAL
WAYNE S WOODY
JAMES A CHURCHILL
THOMAS W THORNE, JR
PAUL C HUMLEY
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:_____ _____
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.

ORDERED C A Barnett
JUDGE

FILED
OCT 9 - 1963
DY. CLERK OF COURT

By Ina St Amant
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: Aug 7 1963 P. M. Lueckel
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.

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 6th day of August, 1963.

Albert H. Hanemann, Jr.

CERTIFIED TRUE COPY

DEPUTY CLERK

FILED

AUG 7 - 1963

J. N. Burgess
CLERK OF COURT

RULE NISI

MRS. GLADYS FACIANE
vs.
THE TRAVELERS INSURANCE COMPANY

No. 77,004
19TH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE,
STATE OF LOUISIANA

To Mrs. Gladys Faciane,

GREETING:

Pursuant to an order of the Honorable Court aforesaid, granted on the ~~petition of the plaintiff~~ motion of Ruberoid Company, Nicolet Industries Inc., and Baldwin-Ehret-Hill, Inc., in the above entitled and numbered cause, duly certified copies of said ~~petition~~ motion and order being herewith served, you are hereby ruled to show cause in said Court at 9:30 o'clock A.M., on the 21st day of October, 1963, why you should not be compelled to answer the interrogatories propounded to you by The Ruberoid Company, Nicholet Industries, Inc., and Baldwin-Ehret-Hill, Inc.

Witness the Honorable Judges of our said Court, at Baton Rouge, Louisiana this 9th day of October, 1963.

Deputy Clerk of Court

Law Offices of
LEMLE & KELLEHER
National Bank of Commerce Building

Cable address "LEMMOR"

New Orleans 12
October 8, 1963

Selim B Lemle (1915-1960)
Louis G Lemle
Harry B Kelleher
Harry V Souchon
Charles Rohlmeyer, Jr
George B Matthews
H Martin Hurley
Carl J Schumacher, Jr
Thomas F Jordan
William Stein, Jr
Charles E Ludeburg
C Murphy Moss, Jr
Allen R Fontenot
Emmley C Fairbanks, Jr
George A Fallot, Jr
H Buckner Barkley, Jr
Albert H Hanemann, Jr
Dermot S McGlinchey
Paul B Deal
Wayne S Woody
James A Chumbley
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 a Motion to Compel Filing of Answer to Interrogatories which I request that you file and present to the Judge for his signature. Please notify all counsel of record of the date set by the Court for the argument of this motion.

Please certify the enclosed extra copy of the motion and return 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

77114

LAW OFFICES OF
LEMLE & KELLEHER
NATIONAL BANK OF COMMERCE BUILDING

CABLE ADDRESS "LENNOR"

NEW ORLEANS 12

SELIM B. LEMLE (1918-1960)
LOUIS G LEMLE
HARRY B KELLEHER
HARRY V SOUCHON
CHARLES KOHLMEYER, 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 FRILOT III
N BUCHNER BARKLEY, JR
ALBERT H HANEMANN, JR
DERMOT S MCGLINCHEY
PAUL B DEAL
WAYNE S WOODY
JAMES A CHURCHILL
THOMAS W TROYNE, JR
PAUL E HURLEY
DAVID L CAMPBELL

December 10, 1963

Honorable Perry M. Johnson
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:

We have filed a motion to compel plaintiff to file answers to our interrogatories, and this motion was originally set for hearing on October 21, 1963. However, the argument on the motion was continued by consent of both parties.

I would appreciate your having the judge set another date for the hearing of this motion and notifying plaintiff's counsel and us of the new trial date.

Finally, I enclose our check for $15.00 in payment of your costs as per your invoice dated December 2, 1963.

Very truly yours,

LEMLE & KELLEHER

Albert H. Hanemann, Jr.

Albert H. Hanemann, Jr.

AHH:br
Enclosure

Set Jan. 6 - Albert H. Hanemann v
Al Granger et al No.

LAW OFFICES OF
LEMLE & KELLEHER
NATIONAL BANK OF COMMERCE BUILDING

CABLE ADDRESS "LEMMOR"

NEW ORLEANS 12

SELIM O LEMLE (1915-1960)
LOUIS O LEMLE
HARRY B KELLEHER
HARRY V SOUCHON
CHARLES KOHLMEYER, JR
GEORGE B MATTHEWS
H MARTIN HURLEY
CARL J SCHUMACHER, JR.
THOMAS F JORDAN
WILLIAM STEIN JR.
CHARLES E LUGENBUHL
C MURPHY MOSS, JR.
ALLEN B. FONTENOT
SHIRLEY C FRIEND, JR.
GEORGE A. FRILOT III
H BUCHNER BARKLEY, JR.
ALBERT H. HANEMANN, JR.
DERMOT S. MCGLINCHEY
PAUL B. DEAL
WAYNE S. WOODY
JAMES A. CHURCHILL
THOMAS W. THORNE, JR.
PAUL E. HURLEY
DAVID L. CAMPBELL

December 30, 1963

Honorable Perry M. Johnson
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 herewith the original and copy of our Exception of Vagueness and of our Memorandum of Authorities in support thereof. Please file the Exception and the Memorandum and certify your receipt of them on the copies, returning them to us in the enclosed self-addressed, stamped envelope.

Our Motion to Compel plaintiff to file interrogatories has previously been set for January 6, 1964, but we would appreciate it if you would have this matter continued from that date to be re-scheduled on the date that we argue the Exception of Vagueness.

Please present the Exception of Vagueness to the judge with our request that it be set for hearing as soon as possible.

Very truly yours,

LEMLE & KELLEHER

Albert H. Hanemann, Jr.

Albert H. Hanemann, Jr.

AHH:br
Enclosures

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

****

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 allegedly 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

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: _____ 1963 _____
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

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.

CERTIFIED TRUE COPY

DEPUTY CLERK

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 V. Vanneman Jr.

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. Hamman, Jr.

FILED
DEC 31 1963
Deputy Clerk of Court

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

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

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.

H. Alva Brumfield

H. ALVA BRUMFIELD

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

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 [illegible]

day of [illegible], 1963.

NOTARY PUBLIC

Ewa S. Klenant
DEPUTY CLERK

CERTIFICATE

I hereby certify that a copy of the foregoing Answers to Interrogatories has this day been mailed, postage prepaid, addressed to Edward W. Gray, Esquire, 205 Roumain Building, Baton Rouge, Louisiana, counsel of record for defendant, Aber Company.

Baton Rouge, Louisiana, this 22nd day of November, 1963.

H. ALVA BRUMFIELD

Jackie Beullin

Lucille Grant

December 31st, 1963.

Messrs. Leale & Kelleher, Attorneys,
National Bank of Commerce Building,
New Orleans, Louisiana.

Attention Albert H. Hanemann: Re: No. 77004,
Mrs. Gladys
Pacianelva:
Travelers Ins Co.

Dear Sir:

We have your letter of the 3.th,inst. enclosing Exception of Vagueness and your memoranda of authorities in support thereof.

This suit is in Division "C" and Judge Barnett has been sitting in that Division. He is now in Ruston for the holidays and will not return until January 6,1964. He would be the one to talk to about the re-scheduling of the Motion to Compel plaintiff to file interrogatories.

I am enclosing herein certified copy of the exception of vagueness.

Yours very truly,

Deputy Clerk of Court.

MRS. GLADYS PACIANE	:	NO. 77,004 - DIVISION "A
	:	19TH JUDICIAL DISTRICT COURT
v.	:	PARISH OF EAST BATON ROUGE
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 3T 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 Paciane, 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

CERTIFICATE

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.

W. Malcolm Stevenson

FILED

SEP 30 1964

Jackie Guillory

FILED

Eva S. Almast
DEPUTY CLERK

RICHARD C. CADWALLADER
ATTORNEY AT LAW
1004 LOUISIANA NATIONAL BANK BUILDING
BATON ROUGE, LOUISIANA 70801

TELEPHONE
342-2831

May 31, 1966

Mrs. Roberta D. Cox
Deputy Clerk
Division C
19th Judicial District Court
Parish of East Baton Rouge
Courthouse
Baton Rouge, Louisiana

Re: Suit No. 77,004 - Division C
19th Judicial District Court
Parish of East Baton Rouge
Mrs. Gladys Faciane vs.
Travelers, et al

Dear Mrs. Cox:

This will acknowledge receipt of the notice from you that a dilatory exception of vagueness had been assigned for argument in the above captioned case on Tuesday, May 31, 1966 at 9:30 a.m.

I will appreciate it if you will call Judge Barnett's attention to the fact that my former client, "B & B Engineering & Supply Co.", is no longer a party to these proceedings since the suit was dismissed as to my client on December 18, 1962.

Sincerely yours,

Richard C. Cadwallader

RCC/cb

cc: Maurice J. Wilson

Respectfully Submitted:

LEHLE & 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 9th day of October, 1963.

Albert H. Hanemann Jr.

FILED
OCT 9 - 1963
CLERK OF COURT

ORDER

Leon L. Lemann
JUDGE

LAW OFFICES
H. ALVA BRUMFIELD
AMERICAN BANK BUILDING
352 FLORIDA STREET
BATON ROUGE, LOUISIANA
TELEPHONE 343-0616

H. ALVA BRUMFIELD
ROBERT S. COOPER, JR.
SYLVIA ROBERTS

NEW ORLEANS 524-0883
1003 BOURBON STREET

LAKE CHARLES 439-8853
LAW OFFICES
H. ALVA BRUMFIELD
ROBERT E. TURNER
615 IRIS STREET

Honorable Perry M. Johnson, Clerk of Court
19th Judicial District Court
Courthouse Building
Baton Rouge, Louisiana

February 10, 1964

Re: NUMBER 77,004, MRS. GLADYS FACIANE V. THE TRAVELERS INSURANCE COMPANY

Dear Mr. Johnson:

We enclose herewith the original of a Memorandum in Opposition to Exceptions of Vagueness which we would appreciate your having someone file in the record. We also enclose one copy for Judge Barnett.

With kindest regards, we are

Yours very truly,

LAW OFFICES OF H. ALVA BRUMFIELD

By: Sylvia Roberts
Sylvia Roberts

SR:vc
Encl.

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. Barrett

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

BY CLERK OF COURT

Sylvia Roberts

SYLVIA ROBERTS

MRS. GLADYS FACIANE, ET AL : NO. 77,[illegible] - 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.

C. A. Barnett
J U D G E

FILED
December 11, 1964
[illegible]

MONROE & LEMANN
Malcolm L. Monroe
Benj. R. Slater, Jr.
W. Malcolm Stevenson
1424 Whitney Building
New Orleans, Louisiana
Attorneys for EAGLE PICHER COMPANY

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, 835 American Bank Building, Baton Rouge, Louisiana, by depositing a copy in the United States mails on this 8th day of December, 1964.

Baton Rouge, Dec 11 1964
[illegible]

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO. 77,004 DIVISION "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.

END

Baton Rouge, Louisiana, July 26, 1965.

JUDGE

Respectfully submitted:

LEMLE & KELLEHER

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

FILED
26 July 1965
U.S. DISTRICT COURT

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

DILATORY EXCEPTION ON BEHALF OF JOHNS-MANVILLE SALES CORPORATION, JOHNS-MANVILLE PRODUCTS CORPORATION, AND GLASS FIBERS, INC.

Johns-Manville Sales Corporation, Johns-Manville Products Corporation, and Glass Fibers, Inc., purportedly made defendants in the above numbered and entitled cause, appearing herein solely for the purposes of this exception, excepts to all of the petitions filed herein by plaintiff on the following grounds, to-wit:

I.

Plaintiff's petition, as supplemented and amended, is so vague and ambiguous that exceptors cannot safely plead to it. Paragraph thirty-seven of the original petition alleges that the death of Clarence A. Faciane was "further" caused by the negligence of Johns-Manville Sales Corporation, Johns-Manville Products Corporation, and Glass Fibers, Inc., along with others, in connection with products allegedly manufactured by said defendants and used on jobs by decedent. The petition fails to specify what product or products allegedly manufactured by Johns-Manville Sales Corporation, Johns-Manville Products Corporation, and Glass Fibers, Inc., were used, nor does it specify the job or jobs on which such products were allegedly used; nor does it state which of decedent's alleged employers purchased and used said products nor when said sales took place; nor in what respects said products were inherently dangerous; nor in what respects the products were defective; nor what dangerous and defective materials were used in the manufacture of such products; nor wher such products were dangerous.

WHEREFORE, exceptors pray that this dilatory exception be maintained and plaintiff be ordered to amend her petition by particularizing

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 Reymond Building
Baton Rouge, Louisiana

Attorneys for Johns-Manville Sales Corporation, Johns-Manville Products Corporation, and Class 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

_____
CLERK OF COURT

X

MRS. GLADYS FACIANE	*	NUMBER 77.004 DIVISION "C"
		19TH JUDICIAL DISTRICT COURT
VERSUS	*	PARISH OF EAST BATON ROUGE
THE TRAVELERS INSURANCE COMPANY	*	STATE OF LOUISIANA

* *

DILATORY EXCEPTION

Now into Court, through undersigned counsel, comes Aber Company, Inc., solely for the purposes of this exception, and excepts to the plaintiff's petitions because they are vague and ambiguous in the respects set forth more particularly, though not exclusively, as follows:

1.

In Article 25 of the supplemental and amended petition, it is alleged that Clarence A. Faciane was employed by exceptor during the years 1954 and 1955, but the petitions do not contain any allegations as to the particular date or dates during 1954 and 1955 on which Clarence A. Faciane was allegedly employed by exceptor.

2.

In Article 36 of the supplemental and amended petition, it is alleged that exceptor was negligent in failing to warn Clarence A. Faciane of the danger inherent in using the insulating material, but the petitions do not contain any allegations as to what particular insulating material this allegation has reference to, nor do the petitions contain any allegation as to what alleged danger was inherent in said insulating material.

3.

In Article 36 of the supplemental and amended petitions it is alleged that exceptor failed to supply and furnish safeguards for the use of Clarence A. Faciane, but the petitions contained no specifications as to what particular safeguards this allegation has reference to.

4.

In Article 36 of the supplemental and amended petition, it is alleged that exceptor was negligent in failing to furnish Clarence A. Faciane with a safe place to work, but the petitions do not contain any allegations specifying in what respects the place, at which Clarence A. Faciane worked, was unsafe.

In Article 36 of the supplemental and amended petition, it is alleged that exceptor was negligent in giving Clarence A. Faciane assurances of safety and in failing to make a full disclosure of the dangers inherent in said operations. However, the petitions do not contain allegations setting forth any of the following matters:

A. When the alleged assurances of safety were allegedly given to Clarence A. Faciane.

B. Where the alleged assurances of safety were allegedly given to Clarence A. Faciane.

C. By whom the alleged assurances were allegedly given to Clarence A. Faciane.

D. What alleged dangers were not fully disclosed to Clarence A. Faciane.

WHEREFORE, exceptor prays that this exception be maintained and that the plaintiff be ordered to amend her petitions so as to clarify the vagueness and ambiguousness complained of herein and that, in default of such an amendment within a delay to be fixed by this Court, this suit be dismissed as to exceptor at the plaintiff's costs.

By Attorney,

Edward W. Gray

EDWARD W. GRAY of Percy, Macmurdo & Gray
208 Roumain Building, Baton Rouge, Louisiana

CERTIFICATE

I certify that a copy of the foregoing exception has this day been served on H. Alva Brumfield, Esq., attorney for plaintiff, by placing same in the United States Mail, postage pre-paid, 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 16, 1966.

Edward W. Gray

EDWARD W. GRAY

FILED
JUN 17 1966
Clerk of Court

Eva McNeal
Deputy Clerk

PERCY, MACMURDO & GRAY
ATTORNEYS AT LAW
SUITE 306 ROUMAIN BUILDING
BATON ROUGE, LOUISIANA 70801
PHONE DICKENS 3-6201

J. M. PERCY JR.
WALKER B. MACMURDO
EDWARD W. GRAY

June 15, 1966

Honorable Perry M. Johnson
Clerk of Court
P. O. Box 1548
Baton Rouge, Louisiana

RE: Mrs. Gladys Paciane vs.
The Travelers Insurance Co.
Suit Number 77,004

Dear Sir:

We have enclosed a Dilatory Exception in behalf of Aber Company, Inc. Please file the enclosed exception in the record of the above entitled case and please acknowledge receipt of this letter and the enclosure on the enclosed copy of this letter. For your convenience in replying, we have enclosed a self-addressed, stamped envelope.

Yours truly,

PERCY, MACMURDO & GRAY

BY: Edward W. Gray

EWG:lmg

Enclosures

RECEIVED
JUN 17 1966
EAST BATON ROUGE
CLERK OF COURT

Lea St. Grant
DEPUTY CLERK

copy filed
ack

MRS. GLADYS FACIANE

VERSUS

THE TRAVELERS INSURANCE COMPANY

NUMBER 77,004 DIVISION "A"

19TH JUDICIAL DISTRICT COURT

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

DEPUTY CLERK

JUDGE, 19th Judicial District Court

MRS. GLADYS FACIANE	:	NUMBER 77,004, DIVISION "A"
	:	
	:	19TH JUDICIAL DISTRICT COURT
VS.	:	
	:	PARISH OF EAST BATON ROUGE
THE TRAVELERS INSURANCE COMPANY	:	
	:	STATE OF LOUISIANA
	:	

JUDGMENT SUSTAINING DILATORY EXCEPTION

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.

Judge, 19th Judicial District Court

FILED
June 29, 1966

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

FILED: Jan 5 1967 _____ DY. CLERK

MOTION

NOW INTO COURT, through undersigned counsel, comes MRS. GLADYS FACIANE, who shows the Court as follows:

1.

That the above suit was filed in the 19th Judicial District Court for the Parish of East Baton Rouge, Division "C" on August 8, 1960, and numerous pleadings have been filed in connection therewith.

2.

That due and diligent search of the records of the 19th Judicial District Court have failed to produce the original record compiled in the above captioned suit.

3.

Your mover attaches hereto and makes a part hereof an affidavit executed by Honorable Perry M. Johnson, Custodian of the Records of the 19th Judicial District Court that the record in suit number 77,004 has been lost.

4.

That your petitioner, availing herself of the provisions of Revised Statutes Title 13, Section 914 does hereby move the Court to order that a new record be compiled herein by the Clerk of the 19th Judicial District Court, from his microfilm records, and that said certified copies made

from said microfilm be substituted for the original record.

WHEREFORE, your petitioner moves this Honorable Court to order the Honorable Perry M. Johnson, Clerk of the 19th Judicial District Court, to make a copy of said missing record from his microfilm copy of said record and it be duly certified as a substitute for the original record in case number 77,004 on the Docket of the 19th Judicial District Court, entitled "Mrs. Gladys Faciane vs. The Travelers Insurance Company" under the provisions of Louisiana Revised Statutes, Title 13, Section 914.

By Attorneys:

H. ALVA BRUMFIELD
SYLVIA ROBERTS
509 St. Louis Street
Baton Rouge, Louisiana

By: _____
SYLVIA ROBERTS

O R D E R

IT IS ORDERED, ADJUDGED AND DECREED, that the Honorable Perry M. Johnson reproduce from his microfilm records a substitute for the original record in suit number 77,004 on the docket of this Honorable Court and so compiled now constitutes the official record in the above captioned matter.

Baton Rouge, Louisiana, this 5 day of January, 1967.

_____
JUDGE, 19th Judicial District Court

Jan 5 1967

END

A F F I D A V I T

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared:

----------PERRY M. JOHNSON----------

who, after being sworn, deposed and said:

That he is the Clerk of Court for the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana, that a due and diligent search has been made of the records of this Honorable Court for the original record of suit number 77,004, entitled "Mrs. Gladys Faciane vs. The Travelers Insurance Company", and hereby affirms that this original record has been lost.

Perry M. Johnson
PERRY M. JOHNSON

SWORN TO AND SUBSCRIBED before me, Notary Public, this 4th day of January, 1966, at Baton Rouge, Louisiana.

James E. Valentine
Ex-officio NOTARY PUBLIC & by Clerk of Court

JAN 5, 1967
Deputy Clerk of Court

Lee St Amant

MRS. GLADYS FACIANE

VERSUS

THE TRAVELERS INSURANCE COMPANY

NUMBER 77,004, DOCKET 1

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

AMENDING PETITION

MRS. GLADYS FACIANE, plaintiff in the above entitled and numbered cause, pursuant to the ruling of court rendered herein on the 19th day of June, 1967, now supplements and amends her original petition in the following respects:

1.

Decedent, Clarence A. Faciane, Sr., was employed by defendant, Aber Company, Inc., as follows:

May, 1953 through February of 1954;
April, 1954 through May, 1954;
August, 1954 through September, 1954;
April, 1955;
September, 1955 through October, 1955;
September, 1956;
August, 1957.

2.

Petitioner repeats and reiterates each and every allegation of her original petition filed herein.

WHEREFORE, petitioner, reiterating the prayer of her original petition as though set forth at length herein, prays that this supplemental and amending petition be filed, and that after due proceedings had, there be judgment in favor of petitioner, Mrs. Gladys Faciane, and against defendant, The Travelers Insurance Company, as originally prayed for herein.

By Attorneys:

H. ALVA BRUMFIELD
SYLVIA ROBERTS
509 St. Louis Street
Baton Rouge, Louisiana

By: _____
SYLVIA ROBERTS

H. ALVA BRUMFIELD
SYLVIA ROBERTS
JACK E. YELVERTON
H. ALVA BRUMFIELD, III

LAW OFFICES
H. ALVA BRUMFIELD
509 ST. LOUIS STREET
P. O. BOX 1486
BATON ROUGE, LOUISIANA 70821
TELEPHONE 345-0846
CABLE ADDRESS "BEAUBRUNEL"

NEW ORLEANS 524-0883
328 CHARTRES STREET
NEW ORLEANS, LOUISIANA 70130
EVANGELINE NOLÉRO VAVRICK

Honorable Perry M. Johnson
Clerk of Court
Courthouse
Baton Rouge, Louisiana

August 23, 1967

Re: NUMBER 77,004, DOCKET 1
MRS. GLADYS FACIANE VS.
THE TRAVELERS INSURANCE
COMPANY

Dear Mr. Johnson:

We enclose herewith the original of an Amending Petition which we would very much appreciate your having someone file in the captioned record on our behalf. Our check in the amount of $25.00 is also enclosed.

With kindest regards, we are

Yours very truly,

LAW OFFICES OF H. ALVA BRUMFIELD

By:
Sylvia Roberts

RECEIVED
AUG 24 1967
EAST BATON ROUGE
CLERK OF COURT

SR:vc
Encl.

2
END

CERTIFICATE

I hereby certify that a copy of the foregoing Amending Petition has this day been mailed, postage prepaid, addressed to Edward W. Gray, Esquire, 208 Roumain Building, Baton Rouge, Louisiana, and John I. Moore, Esquire, 11th Floor, Louisiana National Bank Building, Baton Rouge, Louisiana, opposing counsel herein.

Baton Rouge, Louisiana, this 23rd day of August, 1967.

SYLVIA ROBERTS

FILED

AUG 24 1967

DY. CLERK OF COURT

DEPUTY CLERK

MRS. GLADYS FACIANE	:	19TH JUDICIAL DISTRICT COURT
VS.	:	PARISH OF EAST BATON ROUGE
	:	STATE OF LOUISIANA
TRAVELERS, ET AL	:	NUMBER 77,004, DIVISION "C"

. . . . . .

TO: Maurice J. Wilson, Esq.
Charles W. Phillips, Esq.
Edward W. Gray, Esq.
Frank S. Craig, Jr., Esq.
R. Gordon Kean, Jr., Esq.
Joseph F. Keogh, Esq.
A. Leon Hebert, Esq.
Richard C . Cadwallader, Esq.
David W. Robinson, Esq.
E. Leland Richardson, Esq.
Malcolm M. Monroe, Esq.
Harry McCall, Jr., Esq.
Carl J. Schumacher, Jr., Esq.
Charles Wm. Roberts, Esq.
Calvin E. Hardin , Jr., Esq.
Arrow Head Products, Inc.
H. Alva Brumfield, Esq.

Dear Sirs:

You are hereby notified of the assignment of the above case for Tuesday, May 31, 1966, at 9:30 A. M., on the dilatory exception of vagueness.

Yours very truly,

Roberta D. Cox
Deputy Clerk

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

MOTION TO TRANSFER

The undersigned moves that the above entitled and numbered cause be transferred out of Docket 3 and reallotted to another Docket of this Court.

February 6, 1968.

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

By: David W. Robinson

David W. Robinson
P. O. Box 36
Baton Rouge, Louisiana

ORDER OF TRANSFER

The above entitled and numbered cause is transferred out of Docket 3 and reallotted to Docket 2 of this Court.

February 6, 1968.

JUDGE, Docket 3

JUDGE, Docket 2

CERTIFIED TRUE COPY

DEPUTY CLERK

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

ORDER

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.

Judge, 19th Judicial District Court

FILED

JUL 3 - 1968

DEPUTY CLERK

41

MRS. GLADYS FACIANE	*	NUMBER: 77,004 DOCKET NO:____
	*	19TH JUDICIAL DISTRICT COURT
VERSUS		
	*	PARISH OF EAST BATON ROUGE
THE TRAVELERS INSURANCE COMPANY	*	STATE OF LOUISIANA

* * * * * * * *

INTERROGATORIES PROPOUNDED BY PLAINTIFF TO DEFENDANTS, TRAVELERS INSURANCE COMPANY AND ARMSTRONG CONTRACTING AND SUPPLY CORPORATION, TO BE ANSWERED FULLY, CATEGORICALLY, AND IN WRITING, UNDER OATH, WITHIN THE TIME PRESCRIBED BY LAW

TO: TRAVELERS INSURANCE COMPANY & ARMSTRONG CONTRACTING & SUPPLY CORPORATION
through
John I. Moore
11th Floor - Louisiana National Bank Bldg.
Baton Rouge, Louisiana

I. Please state the name of each and every person who has or claims to have knowledge relevant or material to the issues in this lawsuit, and with regard to each witness state:

A. Lay Witnesses:

1. Present address.

2. What events or conditions relevant or material to the issues in this lawsuit can this witness testify to?

3. By whom employed at time of accident.

4. Is he still employed by same employer.

5. Has he rendered an oral, written or recorded statement? If so, when and to whom?

a. When

b. Where

c. To whom

d. In whose presence

6. Present possession of original statement

LAW OFFICES OF
T. ALVA SAUNDERS
709 ST. LOUIS STREET
BATON ROUGE, LA. 70802
TELEPHONE 343-0611

8. Have copies been requested or furnished to anyone

B. Expert Witnesses:

1. Office Address

2. By whom retained and paid

3. His profession and field of specialization

a. Educational background and degrees

4. Has he performed any professional tests and/or experiments

5. Has he rendered a report or reports of his findings

6. The date or dates of each and every report

7. Present possession of said report or reports

II. Will you without necessity of a motion to produce, allow petitioner, through her attorney, to examine, listen to or reproduce the above referred to statements, reports, etc., at her own expense?

III. Was an investigation made of the circumstances which gave rise to the accident and injuries set forth in the original petition filed in the above numbered and captioned matter.

A. Name all persons who directed, participated in or aided the investigation in any way.

B. State the capacity of each such investigator.

C. State the present address of each.

D. Date or dates on which such investigation or investigations were made.

E. State the name, address and capacity of each person interviewed regarding said occurrence or any other matter pertinent to this litigation.

IV. In addition to the aforestated, please state if there are any other records, documents, logs, contracts, photographs, books, plans, motion pictures or any other similar paraphernalia which are relevant or material to the issues in this lawsuit and with respect to each such item:

A. Give brief description.

B. By whom, when and where prepared.

C. Present possession of same.

D. Will you permit petitioner, through her attorney, to examine, copy and/or reproduce without the necessity of a motion to produce.

V. Do you have in your possession or under your control any written, recorded or oral statement relative to the issues in this lawsuit, taken from decedent, if so, attach copies to your answers to these interrogatories and state:

A. By whom taken.

B. For whom taken.

C. When and where taken.

D. Witnesses present at taking.

VI. Please state the period of employment of decedent by the defendant and with respect to each period, state:

A. Rate of pay.

B. Immediate superior during each period of employment.

C. Decedent's job classification during each period of employment.

D. The duties performed or expected to be performed by the decedent in each such job classification.

E. If terminated, give reason.

F. Type of work decedent was performing.

VII. Total earnings prior to injury.

VIII. Employment Applications - Did the decedent complete employment application prior to employment? If so, state name and address of present possessor of same.

IX. Was a pre-employment interview conducted? If so,

A. When

B. Where

C. By whom

LAW OFFICES OF
H. ALVA BRUMFIELD
109 ST. LOUIS STREET
BATON ROUGE, LA. 70821
TELEPHONE 343-0816

X. Please state if a pre-employment physical was conducted and also if periodic physicals were conducted and with regard to each such physical state:

A. Name and address of each physician or physicians conducting the examination.

B. Were X-rays made, when, where, by whom and how many.

C. Were written reports made of all findings.

D. What abnormalities were disclosed by the physical.

XI. State if the defendant has in its control and possession any other medical records or reports other than those obtained from its own examining or treating physicians and if so, state the following:

A. Give brief description.

B. From whom obtained and when.

C. By whom was report prepared and when.

D. Where.

E. Will you, without the necessity of a motion to produce, furnish copies of these medical report or reports to petitioner's counsel.

XII. State whether decedent was furnished with any monetary and/or medical benefits by defendant, and if so, state:

A. Monetary benefits-including all compensation -

1. Rate of pay

2. Payment made

3. Period for which paid

B. Medical benefits-

1. Payment to hospital or institution, their names and addresses

2. Period for which payment made

3. Names and addresses of physicians paid

4. Amount paid to each of the above listed

LAW OFFICES OF
H. ALVA BRUMFIELD
901 ST. LOUIS STREET
BATON ROUGE, LA. 70802
TELEPHONE 343-0402

XIII. Please list the date you or your agent received notice of the accident and the injuries sustained by decedent, resulting in his death.

A. Was notice written or oral

B. By whom was notice received

C. What action was taken by you through your employees or representatives after notice was received.

XIV. Please state the times and locations at which decedent worked for you, and what type of material decedent was working with on these jobs.

These interrogatories are to be deemed continuing so as to require supplemental answers under oath, in writing, from defendants, at any time that additional information may be obtained after responses are filed to these interrogatories which would be furnished if the interrogatories should be continuously repeated.

By Attorneys:

H. ALVA BRUMFIELD
SYLVIA ROBERTS
509 St. Louis Street
Baton Rouge, Louisiana 70821
Telephone: 343-0618

FILED
JUL 24 1968
Dennis Palmer
DC. CLERK D

BY: _____
SYLVIA ROBERTS

CERTIFICATE

I hereby certify that a copy of the above and foregoing Interrogatories has this day been mailed, postage prepaid, to counsel of record for Travelers Insurance Company and Armstrong Contracting and Supply Corporation, Mr. John I. Moore, Attorney at Law, 11th Floor-Louisiana National Bank Building, P. O. Drawer 2471, Baton Rouge, Louisiana.

Baton Rouge, Louisiana, this _____ day of July, 1968.

_____
SYLVIA ROBERTS

LAW OFFICES OF
H. ALVA BRUMFIELD
509 ST. LOUIS STREET
BATON ROUGE, LA. 70821
TELEPHONE 343-0618

MRS. GLADYS FACIANE	*	NUMBER: 77,004 DOCKET NO:___
	*	19TH JUDICIAL DISTRICT COURT
VERSUS		
	*	PARISH OF EAST BATON ROUGE
THE TRAVELERS INSURANCE COMPANY	*	STATE OF LOUISIANA

* * * * * * *

INTERROGATORIES PROPOUNDED BY PLAINTIFF TO DEFENDANT, ABER COMPANY, INC., TO BE ANSWERED FULLY, CATEGORICALLY, AND IN WRITING, UNDER OATH, WITHIN THE TIME PRESCRIBED BY LAW

TO: ABER COMPANY, INC.
through
Edward W. Gray
Percy, McMurdo & Gray
Attorneys at Law
205 Roumain Building
Baton Rouge, Louisiana

I. Please state the name of each and every person who has or claims to have knowledge relevant or material to the issues in this lawsuit, and with regard to each witness state:

A. Lay Witnesses:

1. Present address.

2. What events or conditions relevant or material to the issues in this lawsuit can this witness testify to?

3. By whom employed at time of accident.

4. Is he still employed by same employer.

5. Has he rendered an oral, written or recorded statement? If so, when and to whom?

a. When

b. Where

c. To whom

d. In whose presence

6. Present possession of original statement

LAW OFFICES OF
M. ALVA BRUMFIELD
108 ST. LOUIS STREET
BATON ROUGE, LA. 70821
TELEPHONE 383-0618

[illegible]

c. [illegible]

d. [illegible] necessary if a denial is pleaded.

V. Do you have in your possession or under your control any [illegible] documents or oral statements which [illegible] in this lawsuit, other than [illegible] If so, attach copies of your statements to these interrogatories and state:

a. Who made [illegible]

b. The date [illegible]

c. Who has [illegible]

d. Whether [illegible]

VI. Please state the period of employment of [illegible] by the defendant and with respect to each period, state:

a. Date of pay.

b. Immediate supervisor during each period of employment.

c. Description [illegible] during each period of employment.

d. The duties performed or supposed to be performed by the decedent in each such classification.

e. If terminated, give reason.

f. Type of work decedent [illegible]

VII. [illegible]

VIII. [illegible] during the [illegible]

[illegible]

[illegible]

[illegible]

IX. [illegible]

[illegible]

[illegible]

II. Please state if a pre-employment physical was [illegible] and also if periodic physicals were conducted [illegible] each such physical exam.

A. Name and address of each physician or physicians conducting the examination.

B. Date or dates when, where, and by whom exam was made.

C. Was medical report made of the findings.

D. Have [illegible] such medical reports of the physician.

III. State if the undersigned has at any time since the [illegible] any other medical records or reports which have [illegible] the same ordinarily or customarily physicians and if so, state the following:

A. Give brief description.

B. From whom obtained and when.

C. By whom was report prepared and when.

D. Where.

E. Will you, without the necessity of a motion to produce, furnish copies of these medical reports or reports to plaintiff's counsel.

IV. State whether defendant has furnished with any monetary and/or medical benefits by defendant, and if so state:

A. Monetary benefits-including all compensation

1. Date of pay

2. Payments made

3. [illegible]

B. Medical benefits-

1. [illegible]

2. [illegible]

3. [illegible]

4. [illegible]

10
End

XIII. Please list the date you or your agent received notice of the accident and the injuries sustained by decedent, resulting in his death.

A. Was notice written or oral

B. By whom was notice received

C. What action was taken by you through your employees or representatives after notice was received.

XIV. Please state the times and locations at which decedent worked for you, and what type of material decedent was working with on these jobs.

These interrogatories are to be deemed continuing so as to require supplemental answers under oath, in writing, from defendants, at any time that additional information may be obtained after responses are filed to these interrogatories which would be furnished if the interrogatories should be continuously repeated.

By Attorneys:

H. ALVA BRUMFIELD
SYLVIA ROBERTS
509 St. Louis Street
Baton Rouge, Louisiana 70821
Telephone: 343-0618

BY: Sylvia Roberts
SYLVIA ROBERTS

Eva S. Richard

CERTIFICATE

I hereby certify that a copy of the above and foregoing Interrogatories, has this day been mailed, postage prepaid, to counsel of record for Aber Company, Inc., Mr. Edward W. Gray, Percy, McMurdo & Gray, Attorneys at Law, 205 Roumain Building, Baton Rouge, Louisiana.

LAW OFFICES OF
H. ALVA BRUMFIELD
509 ST. LOUIS STREET
BATON ROUGE, LA. 70821
TELEPHONE 343 - 0618

FILED
JUL 24 1968
Nevia Palmer
BY, CLERK OF COURT

Baton Rouge, Louisiana, this 24th day of July, 1968.

Sylvia Roberts
SYLVIA ROBERTS

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

John I. Moore

Sworn to and subscribed before me this 17 day of March, 1969.

NOTARY PUBLIC

Billie Harper

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	:	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 19 day of March, 1969.

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

- RECEIPT AND RELEASE -

State of Louisiana
Parish of East Baton Rouge

On this 12th 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 ofthe 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 a s such.

WITNESSES:

Mrs. Gladys Faciane

DEPUTY CLERK

NOTARY PUBLIC

Lillie Harper

Judgment of Dismissal

MRS. GLADYS FACIANE

vs.

THE TRAVELERS INSURANCE COMPANY, ET AL

No. 77,004 #9

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

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 $245.75 ($33.50 due the Sheriff of East Baton Rouge, and $212.25 due the Clerk of Court), are paid in full.

Signed this 28 day of March, 1969

Deputy Clerk of Court

Deputy Sheriff

FILED
MAR 31 1969
Ex-Officio Clerk

Eva S. Alvarez

MRS. GLADYS FACIANE

VS.

THE TRAVELERS INSURANCE COMPANY

NO. 77,004

19th Judicial District Court
PARISH OF EAST BATON ROUGE
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:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended 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

Irene Faciane
Deputy Clerk of Said Court

EXHIBIT KN-8

[illegible] PARISH [illegible]

VS.

[illegible] CHEMICAL COMPANY

NO. 77,004

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

TO Hundet Cork Corporation, a corporation domiciled at N. Bergen, New Jersey, through Charles E. Dunbar, Jr., Sumter D. Clarke, Louis C. Claverie and Ashton Phelps, agents for service of process.

~~Said Parish~~

GREETING:

You are hereby summoned to comply with the demand contained in the Original and Supplemental and Amended petition of the plaintiff in the above entitled and numbered cause, a duly certified copies of which 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 9th day of March, 1971

Jennie L. Palmer
Deputy Clerk of Said Court

EXHIBIT
KN-8

MRS. GLADYS FONTENOT	*	NUMBER 77004 DIVISION
VERSUS	*	19TH JUDICIAL DISTRICT COURT
THE TRAVELERS INSURANCE COMPANY	*	PARISH OF EAST BATON ROUGE
	*	STATE OF LOUISIANA

* * * * * * *

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

The petition of Mrs. Gladys Fontenot, a resident of the full age of majority of East Baton Rouge Parish, Louisiana, with respect, represents:

1.

That on [illegible] Fontenot, Jr., died in East Baton Rouge Parish, Louisiana, on or about March 20, 1968, leaving surviving him your petitioner and [illegible] children.

2.

That THE TRAVELERS INSURANCE COMPANY is an insurance corporation organized and existing under the laws of the State of [illegible], domiciled at Hartford therein authorized to do business in the State of Louisiana, as evidenced by service filed in the record of this suit by the Secretary of State and having appointed the Secretary of State as its agent for service of process.

3.

That for some time prior to September, 1967, petitioner's husband, Claude J. Fontenot, Jr., was employed by Lykes-Youngstown Corporation, as an [illegible] and continuously [illegible].

4.

Your petitioner now shows that while on [illegible] of his employment and while forcibly [illegible], he [illegible] with the instructions of his employer, [illegible] and [illegible] Fontenot, Jr., breathed and inhaled [illegible] substance, [illegible] large to his lungs, which resulted in his death.

EXHIBIT
KN-8

5.

Petitioner further shows that the said Clerence A. Faciane, Sr. became ill in September of 1959 and on or about November 10, 1959 was hospitalized at which time the lung ailment was discovered and at that time his employer was notified.

6.

Petitioner shows that the said Armstrong Cork Supply Corporation, its agents and employees, acting in the course of their employment, failed and refused to supply and furnish safeguards for the use of Clarence A. Faciane, Sr. and failed to warn Clarence A. Faciane, Sr. of the dangers inherent in the work which he was doing, failed to make a full disclosure of the dangers inherent in such operation and were further negligent in assuring Clarence A. Faciane, Sr. that there were no dangers inherent in such operation and by warranting that such operation was a safe one, although the dangers were well known to them.

7.

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

8.

Petitioner now itemizes her damages as follows, to-wit:

Medical expenses incurred	$ 5,000.00
Funeral expenses incurred	$ 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 $207,000.00.

27009

3

9.

In the alternative and in the event that petitioner is not entitled to damages for the wrongful death of her husband, she and

In that event petitioner shows that she is entitled to workmen's compensation benefits under the Laws of the State of Louisiana.

10.

That Armstrong Contracting & Supply Corporation, domiciled in East Baton Rouge Parish, Louisiana, is engaged in the construction business, particularly insulating work, a hazardous business within the meaning and intent of the Workmen's Compensation Laws of the State of Louisiana.

11.

That petitioner's husband, Clarence A. Faciane, Sr., was employed by said Armstrong Contracting & Supply Corporation, as an insulator as hereinabove alleged, a hazardous occupation, at an average weekly wage in excess of $100.00.

12.

Your petitioner further shows that the lung ailment was an occupational disease or accidental injury within the meaning and intent of the Workmen's Compensation Laws of the State of Louisiana and arose out of and in the course and scope of his employment.

13.

Your petitioner further shows that the said employer or its insurer has failed and refused to pay workmen's compensation benefits, necessitating the bringing of this suit.

14.

That on and prior to September _____, 1959, there was in full force and effect by the payment of premiums and otherwise, policies of workmen's compensation insurance and public liability insurance issued by defendant THE TRAVELERS INSURANCE COMPANY in favor of the said Armstrong Contracting & Supply Corporation, its agents and employees, under the terms of which policies it agreed to insure and indemnify them against any and all liability and under the workmen's compensation laws as a result of their negligence and, accordingly, said insurer is a proper defendant herein.

77009
4

Petitioner desires and is entitled to a trial by jury on all issues.

WHEREFORE, petitioner prays for service and citation of this petition upon the defendant and that it be duly cited to appear and answer hereto, and after all legal delays and due proceedings had, there be judgment herein in favor of petitioner, MRS. GLADYS FACIANE and against defendant, THE TRAVELERS INSURANCE COMPANY, in the sum of $207,000.00, together with legal interest thereon from judicial demand until paid.

In the alternative, and in the event that petitioner is not entitled to the damages as herein prayed for, then and in that event petitioner prays for judgment herein in her favor and against defendant, for workmen's compensation benefits at the rate of $35.00 per week beginning September _____, 1959, 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 amount of $600.00, together with legal interest thereon from judicial demand until paid.

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

By Attorneys:

H. Alva Brumfield

H. ALVA BRUMFIELD
VELMA P. GERDING
ROBERT E. TURNER
205 American Bank Building
Baton Rouge, Louisiana

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally appeared: H. ALVA BRUMFIELD, who, being sworn, deposed and said:

That he is of counsel for petitioner in the foregoing petition; that he has read the same and all allegations contained therein are true and correct to the best of his knowledge, information and belief.

H. Alva Brumfield

SWORN TO AND SUBSCRIBED, before me, August 4, 1960.

Velma P. Redding
NOTARY PUBLIC

77004
6

FILED
AUG 8 1960
Irene L. Palmer
DY. CLERK OF COURT

MRS. GLADYS FACIANE — NUMBER 77,004 DIVISION "C"

VERSUS — 19TH JUDICIAL DISTRICT COURT

THE TRAVELERS INSURANCE COMPANY — 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.

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, 1930;
Gary Phillip Faciane, born August 9, 1939;
Linda Marie Faciane Weber, 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 Aker Company, Inc. is a corporation organized and existing under the laws of the State of Louisiana, being domiciled at 5575 Adams Avenue, Baton Rouge,

EXHIBIT KN-8

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

5.

That M. W. 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. N. Robinson of New Orleans, Louisiana, as its agent for service of process.

8.

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. N. 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. N. 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.

'7004

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

at N. 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, Florhan 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 1806 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 1153 Dreunig, 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 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 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.

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 L. 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:

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

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42

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.

By Attorneys:

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

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

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FILED
MAR 15 1961
Minnie L. Palmer
DY. CLERK OF COURT

97

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 Faulk
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

EXHIBIT KN-8

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

That exceptor is not engaged in ousiness 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

1036 National Bank of Commerce Building
New Orleans, Louisiana

FILED

MAY 15 1961

Jackie Scullan
DY. CLERK OF COURT

Law Offices of

LEMLE & KELLEHER

National Bank of Commerce Building

NEW ORLEANS 12

August 6, 1963

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

w/ 1 cert. copy returned 8/7/63

EXHIBIT KN-8

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 P. A. Bourque
Deputy Clerk

****

INTERROGATORIES PROPOUNDED ON BEHALF OF THE RUBEROID COMPANY, NICOLET INDUSTRIES, INC., AND BALDWIN-ZHRET-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-Zhret-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 manufaccured 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.

BY: 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

CERTIFICATE

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 6th day of August, 1963.

Albert H. Hanemann, Jr.

FILED

AUG [illegible] 1963

[illegible]

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

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

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.

H. Alva Brumfield

H. ALVA BRUMFIELD

EXHIBIT KN-8

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

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 ____ day of ____, 1963.

NOTARY PUBLIC

EXHIBIT
KN-8

CERTIFICATE

I hereby certify that a copy of the foregoing Answers to Interrogatories has this day been mailed, postage prepaid, addressed to Edward W. Gray, Esquire, 205 Roumain Building, Baton Rouge, Louisiana, counsel of record for defendant, Aber Company.

Baton Rouge, Louisiana, this 2nd day of September, 1963.

H. ALVA BRUMFIELD

Jackie Scullin

Record

NOTICE OF ORDER OF JUDGMENT IN COMPLIANCE WITH LOUISIANA REVISED STATUTES OF 1950 13:3146

Re: [illegible] No. [illegible] Div.

VS

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

[illegible] INSURANCE CO.

To H. Alva Brumfield, Esq.
Albert H. Nehemann, Jr., Esqs

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 exceptors and in what respects the products were defective and that 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.

(X) 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.

Deputy Clerk of Court

77,004

LAW OFFICES OF
LEMLE & KELLEHER
NATIONAL BANK OF COMMERCE BUILDING

CABLE ADDRESS "LEMMOR"

NEW ORLEANS 12

SELIM B LEMLE (1896-1960)
LOUIS G LEMLE
HARRY B. KELLEHER
HARRY V. SOUCHON
CHARLES KOHLMEYER, 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
GEORGE A. FRILOT, III

SHIRLEY C. FRIEND, JR.
W. BUCKNER BARKLEY, JR.
ALBERT H. HANEMANN, JR.
DERMOT S. McGLINCHEY
PAUL B. DEAL
JAMES A. CHURCHILL
THOMAS W. THORNE, JR.
RAUL E. HURLEY
DAVID L. CAMPBELL
RICHARD M. TROY, JR.

July 22, 1965

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

Re: #77,004 - Mrs. Gladys Faciane
vs. The Travelers Insurance Co.

Dear Sir:

I enclose herewith the original and two copies of a Motion to Dismiss to be filed in the captioned matter.

Please present the Motion to the Judge for his signature and, when it is signed, please send me two certified copies.

Very truly yours,

LEMLE & KELLEHER

Albert H. Hanemann, Jr.

Albert H. Hanemann, Jr.

AHH:pg
Enc.