

FILE NAME: Early Asbestos Damage Suits (EADS)

DATE: 1930

DOC#: EADS007

DOCUMENT DESCRIPTION: Documents from Case of Frank Bartus

7-23-29

Person and address the plaintiff at that time, and
NEW JERSEY SUPREME COURT
SOMERSET COUNTY
FRANK BARTUS,

Plaintiff, was not informed or warned by

-vs- ACTION AT LAW

JOHNS-MANVILLE CORP., a Corporation of the State of New York. COMPLAINT
with which he

Defendant

-X
The plaintiff, residing at Weston, New Jersey,
complains of the above named defendant, a foreign corpor-
ation, as follows:

1. The plaintiff was in the employ of the de-
fendant corporation, at its plant in Manville, New Jersey,
in the month of November, 1927, and for several years prior
thereto.
2. The defendant corporation at the time herein
set forth was engaged in the manufacture of asbestos products
for commercial purposes.
3. The said defendant employed the plaintiff at
the time and place above set forth in its manufacture of said
asbestos products, and the said defendant not only knew, but
should have known, that the said asbestos products contained
certain dangerous, insidious and harmful agencies composed
of asbestos fibers and other particles that were destructive
to life and health in the human body when brought into

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

FRANK BARTUS,

Plaintiff,

-vs-

Action at Law

JOHNS-MANVILLE CORPORATION,
a Corporation of the State
of New York,

A N S W E R

Defendant.

The defendant, JOHNS-MANVILLE CORPORATION, a corporation of the State of New York, having its principal office in New Jersey, at Manville, Somerset County, says that:

FIRST DEFENSE

1. It denies paragraph 1, except that it says that the plaintiff was in its employ at its plant in Manville, N. J., from December 28, 1926, to the month of November, 1927.

2. It denies paragraph 2, except that it says that it was and has been engaged in the manufacture of asbestos products for commercial purposes from December 28, 1926, to the present time.

3. It denies paragraph 3, except that it says that it employed the plaintiff from December 28, 1926, to the month of November, 1927.

4. It denies paragraphs 4, 5, 6, and 7.

SECOND DEFENSE

The injury and the disease alleged in the complaint were due to one of the products of the defendant.

the plaintiff as part of the terms of his contract of employment in that the plaintiff knew, or by the exercise of reasonable care on his part should have known, the alleged dangers of his employment.

FOURTH DEFENSE

The injury and the disease alleged in the complaint were caused by contributory negligence on the part of the plaintiff.

FIFTH DEFENSE

The injury and the disease alleged in the complaint were caused by contributory negligence on the part of the plaintiff in that the plaintiff failed to exercise reasonable care to protect himself against the alleged dangers his employment by using the mask and other appliances provided by the defendant for that purpose.

SIXTH DEFENSE

The injury and the disease alleged in the complaint were due to negligence on the part of a fellow-servant of the plaintiff, in failing to warn and instruct the plaintiff to use the mask and other appliances provided by the defendant for the purpose of protecting the plaintiff against the alleged dangers of his employment.

SEVENTH DEFENSE

Plaintiff's action is barred because it was not commenced and instituted within two years next after the alleged cause of action accrued.

Robert S. Minkley
Attorneys for Defendant.

My name is Frank Bartus. I am 25 years old, was born April 27, 1904 at Woodbridge N. J. My father's name was George who died at Woodbridge 4 years ago ^{and} who died from Tuberculosis. He was foreman for Maurer and Company, at Maurers Woodbridge N. J. My mother Julia is dead since about 1910. I ~~am~~ was married in New Brunswick November 15, 1910 and my wife's name is Emma and I have two children. Joe 2 1/2 years and Julia is 1 1/2 weeks old. I live at Maurer and am working for John Maurer at least 4 1/2 years. I worked for Henry Maurer at Claybanks in Woodbridge N. J. I drove a team of horses for Pat Trainor of Woodbridge. Altogether I put straight six years at Woodbridge for Maurers. I am earning wages to do and am getting 48 cents an hour, the same rate as any other workmen along with me in the same gang. I am working in A¹ Building and am working since about 1918. I am handling daisies

asbestos yarn, since April 1918; I
 did wharfing during the winter months
 in 1926, and practically all year in
 1927. On November 18th 1917 I was taken
 by a Nurse to Glen Gardner Sanatorium.
 I left the Sanatorium April 1918 and
 was told by Dr. Slavin who examined
 to go home as I am fit to work. Beginn-
 of May 1918 I applied for a job, it was
 given to me and I am working since.
 From time to time I am being exami-
 ned by Dr. Dorn at the Plant. -
 Dr. Dorn is a specialist hired by
 the State of New Jersey for Tuberculo-
 Cases. I never had anything in my
 mind or head ever to sue Johns Man-
 Company for any money whatsoever
 on account of my sickness. I never
 sent for any living person, any agent
 or lawyer from this State or any
 other State to start on action against
 the Company I am working for. - I
 sincerely believe that Johns Man-

3

I am doing, had nothing to do with me having Tuberculosis. I know for fact that Tuberculosis runs in my family and it is inherited. Just about the time I started planting my garden in 1919 a lawyer came to my house accompanied by two local men. One was Chester who runs an Ice Cream Parlor at Mantle, the other man was Chester's brother-in-law, a tall slim fellow who is in the milk business. I do not know his name. The lawyer introduced himself as Mr. Greystone from Newark and Jersey City. I did not send for him neither did I send for the other two men. Prior to that time Chester was never since I remember in my house, the Milkman delivers milk, but I never had any conversations with him since I live in Mantle prior to the visit with Lawrence.

4.

Newark and Jersey City. When Green came in to my house he gave me his Card which I am still keep. His first name is Samuel, his second name Greenstone. He told me that it would be a good idea on my part to sue the John Manville Company, he told me, that he has more cases in town which are brought in Court against the Company. He asked me whether I got any money for the time I was gone from the plant, I told him no. He told me that he would stand for expenses, and that we would split half and half for any amount he could get in Court by suing for me the John Manville. I told this lawyer, that I don't want to sue the John Manville, and anyhow I am working in the plant. He told me, that he has a good

point or case against the
Company on account of poor
ventilation. I told Greenstone
at that time that my Tubercu-
lous is inherited, and that my
father died from T. B. He then
left, and said that he would
send somebody up or he himself
would see me very shortly again.
That day I told him not to
bother me about suing the
Company. - About a week or so
after this conversation, while going
home from work, I passed Chester's
store, and a stranger stopped me,
introduced himself as Greenstone
man, and Chester introduced him
to me as Greenstone partner.
This man started to talk to me
called me in to the Ice Cream Parlor
run by Chester, and told me
to sign papers, which will enable
me to get money from the

Frank B. artus 11-6-29

6

Company. I was in a hurry to get home, so I did not read the paper which he gave me to sign. I am however frank to say to day that I signed the papers believing that I would get some easy money, and I regret a great deal that I did sign for Greenstones man the paper, and I wish I would get the paper back which I signed because I am sorry about it. I never came to any document, I never read the paper which I signed, I don't know what is in this paper which I signed for Greenstones man, it was a medium sized paper which I signed, white paper, and one paper only. I never saw Greenstone, or his man since that time. Nobody else —

I signed the paper in the Ice Cream Parlor. To day is the first time since the day

I signed the paper in Chester store, that this case is being discussed again. I am making this statement on my own free will without being promised any money, any better job, or anything else. I am willing to drop my law suit against the Johns Manville Co, and I don't want any law suits against the Johns Manville Co. This statement was dictated by me, and the same is true and correct, and whatever I told about my case contains the truth and nothing else. I speak Hungarian and English. Am born in U.S.A. at Woodbridge New Jersey.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

FRANK BARTUS,

Plaintiff,

-VS-

:
:
: On motion to quash summons
and to dismiss complaint.

JOHNS-MANVILLE CORPORATION,
a corporation of the State
of New York,

:
:
: ORDER FOR DISCONTINUANCE
:
:

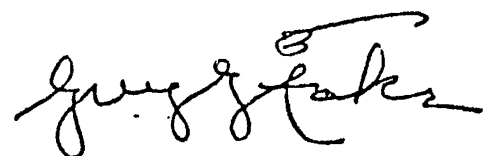
Defendant.

This matter coming on to be heard in the presence of the attorneys of the parties (Samuel Greenstone appearing for the plaintiff and Hobart & Minard appearing for the defendant) on the return of the rule to show cause allowed herein on March 7, 1930, why the summons should not be quashed and the complaint dismissed on the grounds stated in said rule, and it appearing that a copy of said rule was duly served upon the plaintiff, and the plaintiff's attorney, within the time and in the manner required by said rule; and the attorney of the plaintiff having stated in open court that although he had been properly retained and authorized to commence the above action, he did not desire to continue it against the present wishes of his client and would therefore consent to a discontinuance of the same;

ORDERED, that said action be and the same is hereby discontinued without costs.

DATED: April 14 1930.

Rule entered this 15
day of April, 1930,
on motion, of



U. S. D. J.