

CT SYSTEM

The Corporation Trust Company
C T Corporation System
and Associated Companies

TO: Mr. Rodney Harris, Jr., Asst. Gen. Csl.
Director, Law Dept.
Monsanto Company
800 North Lindbergh Blvd.
St. Louis, Missouri 63166

OFFICE OF PROCESS SERVICE TRANSMITTAL FORM

TO: C T CORPORATION SYSTEM
(C T Office)
ST. LOUIS, MISSOURI
(City) (State)
FROM: C T CORPORATION SYSTEM
(Originating Office)
Per W. J. Workman
W. J. Workman, Asst. Vice Pres
Cleveland, Ohio
(City) (State)
DATE: 6/2/72 VIA: ☒ Certified Mail
() Certified Air Mail

VIA: ☒ Certified Mail () Messenger
() Certified Air Mail

RE: PROCESS SERVED IN OHIO

(Jurisdiction)

FOR MONSANTO COMPANY

(Name of Company)

DELAWARE

(Home State)

Enclosed are copies of legal process served upon the statutory agent of the above company as follows:

1. Title of Action: Dean L. Speicher, Plft. vs. Michigan Silo Co., Inc. and The Monsanto Co., Defts.
2. Document(s) ~~XXXX~~ Recd: Summons & Complaint
3. Court: Court of Common Pleas, Stark County, Ohio--Case #467 Doc. 246
4. Nature of Action: Plft. demands judgment of \$6,910.59 plus costs for Defts. breach of warranties, loss of earnings, repairs, and expense incurred in disposing of contaminated milk when on May 27, 1968 Plft. purchased silo interior coating called Cumar which contaminated feed.
5. On Whom Process ~~XXXX~~ Recd: W. J. Workman, C T Corporation System, Cleveland, Ohio
6. Date and Hour of ~~XXXX~~ Recd: Via certified mail on 6/2/72 from court
7. Appearance or Answer Due: 28 days after service
8. Plaintiff's Attorney(s): Paul Stergios, Massillon Bldg., Massillon, Ohio
9. Remarks: Please note slight discrepancy in corporate title.

RECEIVED AND FORWARDED ON 6/5/72 (Date)

BY: C T CORPORATION SYSTEM

Per B. L. HARMON

314 NORTH BROADWAY

ST. LOUIS, MISSOURI 63102

KINDLY ACKNOWLEDGE RECEIPT BY SIGNING AND RETURNING TO US THE ENCLOSED CARBON COPY OF THIS TRANSMITTAL FORM.

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W-291 8-68 1001A-1114

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SUMMONS

Rule 4(B) 1970 Ohio Rules of Civil Procedure

Case No. 467

Doc. 246 Page

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Name	Address
Dean L. Spelcher	11276 Sarbanach St. S.W.
	Massillon, Ohio

SUMMONS

ON

COMPLAINT

Name	vs.	Address	Plaintiff
Michael Sile Co. Inc.		921 Cherry Rd. N.W.	Massillon, Ohio
The Monsanto Co.		802 N. Highgate Blvd.	St. Louis, Mo.
(Call to William J. Workman, Statutory Agent, P.O. Corporation System, Union Commerce Bldg., Cleveland, Ohio)			
			Defendant

To the above named defendant:

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) has been filed against you in this court by the plaintiff named herein.

You are required to serve upon the plaintiff's attorney, or upon the plaintiff if they have no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three days after service on Plaintiff's Attorney.

The name and address of the plaintiff's attorney is as follows:

Paul Stergins, Massillon Bldg., Massillon, Ohio

If you fail to appear and defend, default will be taken against you for the relief demanded in the complaint.

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Loren Van Lostran

Clerk

Date 5/30/72

By *L. R. [Signature]*

IN THE COURT OF COMMON PLEAS, STARK COUNTY, OHIO

DEAN L. SPEICHER
11876 Sarbaugh St. S.W.
Massillon, Ohio 44846

-0- CASE NO. 467
12-5

Plaintiff

-vs-

MICHIGAN SILO CO., INC.
901 Cherry Road N.W.
Massillon, Ohio

and
THE MONSANTO CO.
800 North Lindbergh Blvd.
St. Louis, Missouri

OTHER

COMPLAINT

Defendants

JUDGE: _____

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1. At all material times, Defendant, The Michigan Silo Company, Inc., was a corporation located in Massillon, Ohio, engaged in the business of building, repairing and maintaining silos.

2. The Monsanto Company, of St. Louis, Missouri, is a corporation engaged in the manufacture and sale of certain plastics and in the year 1958 supplied materials to the Defendant, Michigan Silo Company, Inc., to be used in the treatment and coating of silos to preserve the silo from excessive deterioration and to preserve the contents stored therein from spoiling.

3. On or about May 27, 1968 Plaintiff, Dean L. Speicher purchased from the Defendant, The Michigan Silo Company, Inc., ten gallons of a silo interior coating called Cumar which contained Aroclor, which is a product manufactured and distributed by Defendant, The Monsanto Company, and that the Cumar was sold to Plaintiff, Dean L. Speicher to be used in the recasting of a silo.

4. Plaintiff, Dean L. Speicher, applied the Cumar to the inside of his silo according to the instructions of the

CHRISTOPHER STERNBERG
BY CHRISTOPHER STERNBERG
ATTORNEY AT LAW
AND MASSILLON, OHIO
PHONE 534-5578

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Defendant, The Michigan Silo Company, Inc.

5. Plaintiff further states the silo was used for the storage of corn and other livestock food products used as feed for Plaintiff's dairy cows.

6. Plaintiff states that The Food and Drug Administration of the Federal Government has issued regulations providing that milk containing more than .2 parts per million of Aroclor is not fit for human consumption.

7. Prior to May 19, 1971, tests were made of the raw milk produced on Plaintiff's farm by the Ohio Department of Agriculture, Division of Food and Dairies, which revealed substantial amounts of Aroclor, in excess of .2 parts per million, by Plaintiff's dairy cows and, as a result, the State of Ohio, Department of Agriculture, prohibited the sale of milk from Plaintiff's herd for distribution for human consumption or for related uses.

8. Plaintiff further states that the Aroclor which contaminated the milk products produced on his farm was derived from the coating of Cumar on the interior of his silo.

9. Plaintiff states the Cumar was negligently manufactured in that it failed to adhere properly to the inside of the silo and either flaked off into the feed or evaporated and attached itself to the feed contained therein resulting in contamination of the feed.

10. In selling the Cumar and Aroclor to Plaintiff, Dean L. Speicher, the Defendants were aware of the particular use to which the products would be put, and Plaintiff relied upon the Defendants' warranties that the products would properly fit the particular purpose; that is, Defendants knew the Plaintiff needed a product that would adhere to the inside of a silo without contaminating the feed contained therein, and Plaintiff relied upon Defendants' assertions that these particular products would be proper for such use.

WITNESS MY HAND AND
SEAL OF THE COURT
AT CLEVELAND, OHIO
THIS 15TH DAY OF
MAY 1972

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11. Furthermore, in selling the goods, the Defendants, Michigan Silo Company, Inc. & The Monsanto Company, impliedly warranted to the Plaintiff that the products were of a quality which would at least pass without objection in the trade, was at least fit for the ordinary purposes for which such products are used, and was, in all respects, of merchantable quality.

12. As a result of the negligence of the Defendants and the breach of warranties on the part of the Defendants, Plaintiff, Dean L. Speicher, suffered a loss of earnings in the approximate amount of Four Thousand Two Hundred and Ninety Three and 56/100 (\$4,293.56) Dollars between May 19, 1971 and November 30, 1971.

13. Further, Plaintiff, Dean L. Speicher, as a result of the contamination of his silo, was required to make repairs to his silo for the storage of feed for his livestock at a cost of approximately One Thousand Two Hundred and Seventy Four and 53/100 (\$1,274.53) Dollars.

14. Plaintiff further states that as a result of the orders issued by the State of Ohio, Department of Agriculture, the Plaintiff incurred expenses to dispose of the contaminated milk produced on his farm in the amount of approximately One Thousand Three Hundred and Forty Two and 50/100 (\$1,342.50) Dollars.

WHEREFORE, Plaintiff, Dean L. Speicher, demands Judgment against the Defendants in the sum of Six Thousand Nine Hundred and Ten and 59/100 (\$6,910.59) Dollars together with his costs herein expended.

CHRISTOFF, STERGIOS & KURTZMAN

By: PAUL J. STERGIOS, Attorney for Plaintiff

CHRISTOFF, STERGIOS
& KURTZMAN
ATTORNEYS AT LAW
406 HANCOCK BLVD.
DAYTON, OHIO 45402
PHONE 233-5975

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DEMAND FOR TRIAL BY JURY

Plaintiff demands a Trial by a jury of Twelve (12) for all issues of the claim for Relief set forth by his Complaint.

PAUL J. STENGLOS, Attorney for Plaintiff

INSTRUCTIONS FOR SERVICE OF PROCESS

TO THE CLERK:

You are instructed to make service upon the Defendant, Michigan Sile Company, Inc., by mailing a copy of this Complaint by Certified Mail/Return Receipt Requested to said Defendant at 901 Cherry Road N.W., Massillon, Ohio.

You are instructed to make service upon the Defendant, Monsanto Company, by mailing a copy of this Complaint by Certified Mail/Return Receipt Requested to Defendant's statutory agent, Mr. William J. Workman, C/O C.T. Corporation System, Union Commerce Building, Cleveland, Ohio.

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STENGLOS, STENGLOS
& MONTGOMERY
ATTORNEYS AT LAW
202 HARBOR BLVD.
MASSILLON, OHIO 44860
PHONE 686-0078

THE STATE OF OHIO, STARK COUNTY, ss.
COURT OF COMMON PLEAS

I, MYRON G. VAN NOSTRAN, Clerk of the Court of Common Pleas, within and for said County, having the custody of the files, Journals and records of said Court, hereby certify that the foregoing is a true copy of the original pleading filed in the above entitled case as the same appears from the files and records of said Court.

IN TESTIMONY WHEREOF, I subscribe my name
and affix the official seal of said Court, Canton, Ohio,

this 1 day of June A.D., 1972
Myron G. Van Nostran Clerk

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