IN THE UNITED STATES DISTRICT COURT

FOR THE

EASTERN DIVISION OF TEXAS - BEAUMONT DIVISION

FILED
U. S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS
NOV 13 1969
JAMES R. COONEY, CLERK
BY DEPUTY

CLARENCE BOREL,

Plaintiff,

V.

FIBREBOARD PAPER PRODUCTS CORPORATION, ET AL

CIVIL ACTION NO. 6449

ANSWER OF DEFENDANT ARMSTRONG CONTRACTING AND SUPPLY CORPORATION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Armstrong Contracting and Supply Corporation, one of the defendants herein, and for answer to plaintiff's original complaint says:

FIRST DEFENSE

The complaint fails to state a claim against your defendant upon which relief may be claimed, and should be dismissed.

SECOND DEFENSE

1. Defendant admits the allegations of paragraph (1) of the complaint.

2. Defendant admits the allegations of paragraph (2) of the complaint.

3. Defendant admits the allegations of paragraph (3) of the complaint.

4. With respect to the allegations of paragraph (2) of the compalint your defendant denies that it is now or has ever been engaged in the manufacture of materials used for insulation containing asbestos, or that it placed upon the market any products for sale to the public or to any other person containing asbestos.

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5. In respect to the allegations of paragraph (5) of the complaint your defendant specially denies that the plaintiff herein has used any products manufactured by it; it is without knowledge or information with respect to the remaining allegations of said paragraph, and therefore denies the same.

6. Insofar as your defendant is concerned, it denies the allegations of paragraph (6) of the complaint.

7. Insofar as your defendant is concerned, it denies the allegations of paragraph (7) of the complaint.

8. Insofar as your defendant is concerned, it denies the allegations of paragraph (8) of the complaint.

9. Insofar as your defendant is concerned, it denies the allegations of paragraph (9) of the complaint.

10. Insofar as your defendant is concerned, it denies the allegations of paragraph (10) of the complaint.

11. Insofar as your defendant is concerned, it denies the allegations of paragraph (11) of the complaint.

12. Without knowledge or information sufficient to form a belief as to the truth thereof your defendant therefore denies the same.

13. Insofar as your defendant is concerned, it denies the allegations of paragraph (13) of the complaint.

14. Insofar as your defendant is concerned, it denies the allegations of paragraph (14) of the complaint.

15. Insofar as your defendant is concerned, it denies the allegations of paragraph (15) of the complaint.

THIRD DEFENSE

And for further answer herein your defendant finds that the plaintiff's cause of action, if any he ever had insofar as your defendant Armstrong Contracting and Supply Corporation is concerned, was and is barred by the two-year Statute of Limitation of the State of Texas.

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WHEREFORE, PREMISES CONSIDERED, your defendant prays that on a hearing hereof, plaintiff take nothing, and that your defendant go hence and recover its costs.

FULBRIGHT, CROOKER, FREEMAN,
BATES & JAWORSKI

By _____
W. N. Arnold, Jr.

Bank of the Southwest Building
Houston, Texas 77002 224-7070

Attorneys for Defendant Armstrong
Contracting and Supply Corporation

I, W. N. ARNOLD, JR., one of the attorneys of record for the defendant, Armstrong Contracting and Supply Corporation, in the above entitled and numbered cause, hereby certify that a true and correct copy of the above and foregoing answer was on this, the 12th day of November, 1969, served upon: Mr. Ward Stephenson, Stephenson & Thompson, 712 Division Street, Orange, Texas 77630, as attorney of record for the plaintiff, by mailing a copy thereof through the United States mails, properly stamped and addressed.

_____
W. N. Arnold, Jr.

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COURT FOR THE EASTERN DIVISION
OF TEXAS - BEAUMONT DIVISION

CLARENCE BOREL

V.

FIBREBOARD PAPER PRODUCTS
CORPORATION, ET AL

ANSWER OF DEFENDANT ARMSTRONG
CONTRACTING AND SUPPLY CORPORATION

FULBRIGHT, CROOKER, FREEMAN, BATES & JAWORSKI
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