IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF TEXAS

BEAUMONT DIVISION

FILED
DEC 15 1969
James R. Cooney, Clerk, U. S. D. C.
By Margaret Lucas DEPUTY

CLARENCE BOREL	)	
	)	
VS.	)	CIVIL ACTION NO. 6449
	)	
FIBREBOARD PAPER PRODUCTS CORPORATION ET AL	)	

COMPLAINT IN INTERVENTION

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now National Surety Corporation, hereinafter styled Intervenor, complaining of all defendants herein, and for its complaint in intervention would show the court the following:

I

The Intervenor is a business corporation duly organized by law and authorized to do business in the State of Texas. Plaintiff and defendants herein have entered general appearance, thereby vesting in this Court jurisdiction over their persons. Both plaintiff and defendants may be served with summons and complaints by serving the same upon their respective attorneys of record.

II

Plaintiff was an employee of Fuller-Austin Insulation Company during the time he suffered the injuries, or some of the injuries, made the basis of this suit. During such time National Surety Corporation was workman's compensation insurer of Fuller-Austin Insulation Company under the laws of the State of Texas.

III

By way of compromise settlement agreement dated June 4, 1969, National Surety Corporation did pay to Clarence Borel, the

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plaintiff herein, the sum of $8,000.00, and in addition thereto paid the sum of $5,081.10 for medical and hospital expenses of the said Clarence Borel, for a total of $13,081.10 in compromise settlement of compensation for injuries received by him while in the employ of Fuller-Austin Insulation Company. These are the same injuries made the basis of this suit.

IV

By virtue of Section 6a, Article 8307, V. A. T. S., the said National Surety Corporation is subrogated to the right of plaintiff herein, to the extent of its payment as aforesaid.

V

The intervenor herein adopts such allegations as the plaintiff has heretofore made or will in the future make, and further it says that the injuries to Clarence Borel proximately were caused by the negligence of the agents, servants, or employees of the defendants herein.

VI

By virtue of law, the intervenor is entitled to assert this, its cause of action in the name of the workman, and this it desires to do. This complaint in intervention is for the purpose only of enforcing the intervenor's subrogation rights, and is not to be read to the jury.

VII

Further, in connection with this complaint in intervention, the intervenor would show that it is entitled to recover a reasonable attorney's fee in connection with the assertion of its subrogation rights and these attorney's fees may be fixed by the court.

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WHEREFORE, premises considered, intervenor prays that the plaintiff and defendants be served with a copy of this Complaint in Intervention and that upon final hearing hereof it do have and recover of and from the defendants the sum of $13,081.10, together with a reasonable attorney fee and for costs of court. Intervenor prays for such other and further relief to which it may show itself entitled.

Respectfully submitted,

615 San Jacinto Building
Beaumont, Texas 77701

George E. Murphy, Attorney for Intervenor, National Surety Corporation

C E R T I F I C A T E

A copy of the foregoing Complaint in Intervention was sent to the following attorneys of record:

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CIVIL ACTION NO. 6449

IN THE U. S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

IN THE MATTER OF

CLARENCE BOREL
VS.
FIBREBOARD PAPER PRODUCTS CORPORATION ET AL

COMPLAINT IN INTERVENTION
(NATIONAL SURETY CORPORATION)

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