IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

CLARENCE BOREL, plaintiff X

VS. X CIVIL ACTION NO. 6449

FIBREBOARD PAPER PRODUCTS CORPORATION, ET AL., defendants X

FILED
FEB 3 1971
M. 19
James R. Cooney, Clerk, U. S. Court
By Hazel E. Studdard DEPUTY

INTERLOCUTORY JUDGMENT

BE IT REMEMBERED that in the above styled and numbered cause, it was made known to the Court that the defendant, Standard Asbestos Manufacturing and Insulating Company, had entered into a final compromise and settlement of all claims and causes of action asserted against it by Thelma Freida Borel, a widow, as well as having disposed of the claim asserted in the intervention of the National Surety Corporation, under the terms of which Standard Asbestos Manufacturing and Insulating Company paid Four Thousand, Two Hundred, Twenty-five and 55/100 ($4,225.55) Dollars, to Thelma Freida Borel and her attorney, Ward Stephenson; out of which National Surety Corporation received the sum of One Thousand, Two Hundred, Twenty-five and 55/100 ($1,225.55) Dollars, and in consideration of such payment Thelma Freida Borel fully and finally released said Defendant, Standard Asbestos Manufacturing and Insulating Company, reserving, however, all of her claims and causes of action against the defendants, Owens-Corning Fiberglas Corporation, Armstrong Cork Company, Ruberoid Company, Philip Carey Corporation, Unarco Industries, Inc., Pittsburgh Corning Corporation, Eagle-Picher Industries, Inc., Johns-Manville Products Corporation, Combustion Engineering, Inc., and Fibreboard Paper Products Corporation, and

Civ. Order Book
Vol 44 Page 153

1167

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others, who did not participate in or contribute to such settlement; and it appearing to the Court that said defendant, Standard Asbestos Manufacturing and Insulating Company, has finally discharged any and all claims which were or might be asserted against it, including the claims asserted by way of intervention and cross-action, and the court having determined that said defendant Standard Asbestos Manufacturing and Insulating Company should be in all things dismissed from this suit, both as to plaintiff's cause of action and the cause of action asserted by National Surety Corporation by way of intervention and that the suit and claim of Thelma Freida Borel, a widow, and National Surety Corporation should continue against Owens-Corning Fiberglas Corporation, Armstrong Cork Company, Ruberoid Company, Philip Carey Corporation, Unarco Industries, Inc., Pittsburgh Corning Corporation, Eagle-Picher Industries, Inc., Johns-Manville Products Corporation, Combustion Engineering, Inc., and Fibreboard Paper Products Corporation, and others, alone;

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the suit and claim of Thelma Freida Borel, Plaintiff, and the claim of National Surety Corporation, against the defendant, Standard Asbestos Manufacturing and Insulating Company, be and the same is hereby, in all things, DISMISSED.

This judgment is entered as an interlocutory judgment and will not be final until final judgment is entered on the remainder of the case.

SIGNED AND ENTERED as an interlocutory judgment this 3rd day of February, 1971 .

CHIEF JUDGE, UNITED STATES DISTRICT COURT.

1168

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APPROVED AND AGREED TO:

ATTORNEY FOR PLAINTIFF, THELMA FREIDA BOREL, A Widow

ATTORNEY FOR STANDARD ASBESTOS MANUFACTURING AND INSULATING COMPANY

GEORGE E. MURPHY, Attorney of record
for NATIONAL SURETY CORPORATION, Intervenor

1169

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

CLARENCE BOREL,
PLAINTIFF

VS.

FIBREBOARD PAPER
PRODUCTS CORPORATION,
ET AL, DEFENDANTS

CIVIL ACTION NO. 6449

FILED

M. FEB 3 1971 19

James R. Cooney, Clerk, U. S. Court

By Hazel E. Studdard
DEPUTY

INTERLOCUTORY JUDGMENT

BE IT REMEMBERED that in the above styled and numbered cause, it was made known to the Court that the defendant, Owens-Corning Fiberglas Corporation, had entered into a final compromise and settlement of all claims and causes of action asserted against it by Thelma Freida Borel, a widow, as well as having disposed of theclaim asserted in the intervention of the National Surety Corporation, under the terms of which Owens-Corning Fiberglas Corporation paid Forty-Two Hundred Twenty-Five and 55/100 ($4,225.55) Dollars to Thelma Freida Borel and her attorney, Ward Stephenson, out of which National Surety Corporation received the sum of Twelve Hundred Twenty-Five and 55/100 ($1,225.55) Dollars, and in consideration of such payment Thelma Freida Borel fully and finally released said defendant, Owens-Corning Fiberglas Corporation, reserving, however, all of her claims and causes of action against the defendants, Standard Asbestos Manufacturing and Insulating Company, Armstrong Cork Company, Ruberoid Company, Philip Carey Corporation, Unarco Industries, Inc., Pittsburgh Corning Corporation, Eagle-Picher Industries, Inc., Johns-Manville Products Corporation, Combustion Engineering, Inc., and Fibreboard Paper Products Corporation, and others, who did not participate in or contribute to such settlement; and it appearing

Civ. Order Book
Vol 44 Page 154

1170

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to the Court that said defendant, Owens-Corning Fiberglas Corporation, has finally discharged any and all claims which were or might be asserted against it, including the claims asserted by way of intervention and cross-action, and the Court having determined that said defendant, Owens-Corning Fiberglas Corporation, should be in all things dismissed from this suit, both as to plaintiff's cause of action and the cause of action asserted by National Surety Corporation by way of intervention, and that the suit and claim of Thelma Freida Borel, a widow, and National Surety Corporation should continue against Standard Asbestos Manufacturing and Insulating Company, Armstrong Cork Company, Ruberoid Company, Philip Carey Corporation, Unarco Industries, Inc., Pittsburgh Corning Corporation, Eagle-Picher Industries, Inc., Johns-Manville Products Corporation, Combustion Engineering, Inc., and Fibreboard Paper Products Corporation, and others, alone:

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the suit and claim of Thelma Freida Borel, plaintiff, and the claim of National Surety Corporation, againstthe defendant, Owens-Corning Fiberglas Corporation, be and the same is hereby, in all things, dismissed.

This judgment is entered as an interlocutory judgment and will not be final until final judgment is entered on the remainder of the case.

SIGNED and ENTERED as an interlocutory judgment this 2nd day of February, 1971.

Chief Judge, United States District Court

APPROVED AND AGREED TO:

Attorney for Plaintiff, Thelma Freida Borel, a widow

Attorney for Owens-Corning Fiberglas Corporation

1171

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CIVIL ACTION NO. 6449

CLARENCE BOREL,
PLAINTIFF

VS.

FIBREBOARD PAPER PRODUCTS
CORPORATION, ET AL,
DEFENDANTS

INTERLOCUTORY JUDGMENT

KING, SHARFSTEIN & RIENSTRA
ATTORNEYS AT LAW
707 BEAUMONT SAVINGS BUILDING
BEAUMONT, TEXAS 77701

The Borel v. Fibreboard Case File (1969-1972), Settlements with Standard Asbestos and Owens-Corning
ACL Doc 10285 · Page 6 of 6
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