UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

VINCENT DE MURO,	:	
Plaintiff,	:	
-vs-	:	Action at Law
JOHNS-MANVILLE CORPORATION, a corporation of the State of New York,	:	A N S W E R
Defendant.	:	

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, New Jersey, at various times from December 28, 1926, to December, 1929.

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 at various times from December 28, 1926, to December, 1929.

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 risks of his employment assumed by the plaintiff as part of the terms of his contract of employment.

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THIRD DEFENSE

The injury and the disease alleged in the complaint were due to one of the risks of his employment assumed by the plaintiff as part of the terms of his contrac 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 of 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.

Attorneys for Defendant.

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY.

VINCENT DE MURO, Plaintiff, -vs- JOHNS-MANVILLE CORPORATION, a corporation of the State of New York, Defendant.	ACTION AT LAW REPLY

The plaintiff, Vincent DeMuro, for reply to the answer of the defendant, Johns-Manville Corporation, says that:-

1. He denies all the affirmative defenses alleged in the answer of the defendant, Johns-Manville Corporation.

Samuel Trentalange
Attorney for Plaintiff.

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NOTICE OF TRIAL — ALL LAW COURTS.—3

Karkus Brothers, Inc., Law Blank Publishers
Perth Amboy, N. J.

UNITED STATES DISTRICT Court.
DISTRICT OF NEW JERSEY.

VINCENT DE MURO,

Plaintiff,

vs.

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

Defendant.

Action at law

Notice of Trial.

SIR :—PLEASE TO TAKE NOTICE, that the trial of the issue joined in this cause will be moved before said Court, in the presence of such Judge or Justice thereof, as shall then be holding said Court, on the first *Tuesday of* November *A. D. 1930, at the Court House, in* 24 Commerce St., Newark *in and for the* District *of New Jersey ten o'clock in the forenoon, or as soon thereafter as the said Court can attend to the same.*

Dated May 2nd *A. D. 19*30.

Samuel Greenstone

Attorney of Plaintiff.

To Hobart & Minard *Esq.,*
Attorneys of Defendant

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UNITED STATES DISTRICT Court.

FOR THE DISTRICT OF NEW JERSEY

VINCENT DE MURO,

Plaintiff,

vs.

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

Defendant.

Action at law

Notice of Trial.

SIR :—PLEASE TO TAKE NOTICE, that the trial of the issue joined in this cause will be moved before said Court, in the presence of such Judge or Justice thereof, as shall then be holding said Court on the First *Tuesday of* April *A. D. 19*31*, at the* ~~Court House~~ Ferry Court House Bldg. *in* Newark *in and for the* District of New Jersey *at ten o'clock in the forenoon, or as soon thereafter as the said Court can attend to the same.*

Dated January 14th *A. D., 19*31.

Samuel Greenstone

Attorney of Plaintiff.

To Hobart & Minard *Esq.,*

Attorney of Defendant.

CRMC-Motley1000-Subj-004131

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UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

Vincent DeMuro :

VS. : No. L-2186

:

Johns-Manville Corp

NOTICE OF FIXING PLACE FOR TRIAL.

Pursuant to Rule 12 I have fixed the place for the trial of the above case at Newark, N. J.

The next term of this court to be held at Newark, N. J. will commence the First Tuesday in April next and this case having been noticed for trial pursuant to said rule will be placed on the calendar. No notice of trial for subsequent terms will be necessary.

George T. Cranmer,
Clerk

By Charles S. Chevrier,
Deputy.

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Court

VINCENT DE MURO,

Plaintiff

vs.

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

Defendant

Action at Law.

ORDER FOR DISCONTINUANCE.

1:6

The above entitled cause having been settled between the parties thereto;

It is ORDERED, that the same be, and it is hereby discontinued, without costs to either party as against the other.

George T. Cammer
Clerk
By Charles S. Schwartz
Deputy

Entered June 13, 1934

On motion of
Herbert & Reinhold
Attorneys of defendant

Consent is hereby given to the making and entering of the above order.

Samuel Gelfman
Attorney of Plaintiff

CRMC-Motley1000-Subj-004133

THE STATE OF NEW JERSEY: TO JOHNS-MANVILLE CORPORATION, a corporation of the State of New York;

You are summoned to answer the annexed complaint of Vincent DeMuro in an action at law in the New Jersey Supreme Court.

And take notice that unless you file your answer to said complaint with the Clerk of the New Jersey Supreme Court, at Trenton, New Jersey, within twenty days after the service upon you of this writ and the annexed complaint, the plaintiff may proceed in the suit and judgment may be entered against you.

WITNESS: Honorable William S. Gummere, Chief Justice of the Supreme Court, at Trenton, New Jersey, this 9th day of April, 1930.

Fred L. Bloodgood
Clerk.

Samuel Greenstone
Attorney for Plaintiff.

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VINCENT DE MURO,

Plaintiff,

-vs-

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

Defendant.

ACTION AT LAW

COMPLAINT.

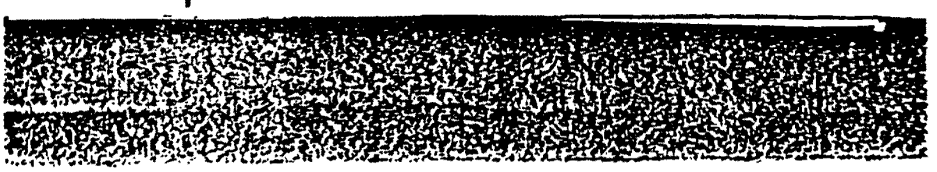
The plaintiff residing at Weston, New Jersey, complains of the above named defendant, a foreign corporation, as follows:-

1. The plaintiff was in the employ of the defendant corporation at its plant at Manville, New Jersey, in the month of November, 1929, 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 that the said defendant not only knew, but should have known that the said asbestos products contained certain dangerous, insidous and harmful agencies composed of asbestos fibers and other particles that were destructive to life and health in the human body when brought into close contact with the same.

4. The defendant not only knew, but should have known the dangerous nature of said asbestos fibers and particles and failed to keep the same in control but was negligent in allowing the said dangerous fibers and particles



CRMC-Motley1000-Subj-004135

tiff's person, and exposed the plaintiff so that he came into contact with, and inhaled, the said dangerous fibers and particles to the extent that his bronchial tubes, lungs, and body became permeated and infected with the same.

5. The plaintiff was not informed or warned by the defendant and had no knowledge of the nature of the said dangerous asbestos fibers and particles with which he was brought into close proximity and contact by the defendant's negligence.

6. The negligence of the defendant complained of is as follows:

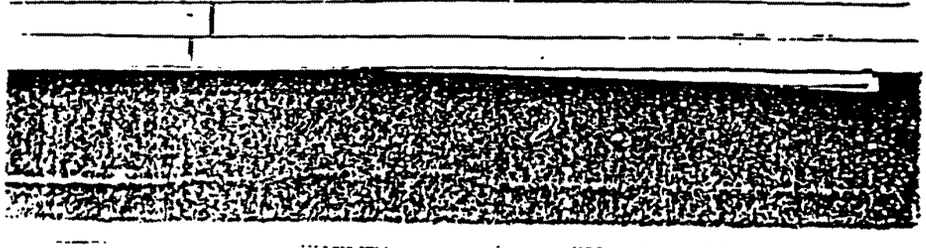
(a) In failing to use reasonable care to provide the plaintiff with a reasonably safe place of work.

(b) In failing to use reasonable care to provide the plaintiff with proper masks or other appliances or safe guards in said work.

(c) In failing to use reasonable care to provide a proper ventilating system at its plant.

(d) In failing to use reasonable care to give proper warning, information and knowledge about the dangerous character of its work with the said asbestos fibers and particles to the said plaintiff at the time and place above mentioned.

7. The said asbestos fibers and particles were introduced into the plaintiff's body at the time and place aforesaid so that the plaintiff was permanently injured externally and internally in and about his head, body and limbs, causing the plaintiff great pain and suffering, both mental and physical, greatly lowered his resistance to disease and he became a victim of pulmonary disease and thereby seriously cut off the span and duration of life of



CRMC-Motley1000-Subj-004136

this plaintiff, and that by reason of the loss of the major part of his lifetime, of his physical and mental well being, of his wage earnings, and also the considerable amount of medical expense involved in his effort to retard the suffering from his disease and mend the wrecking of his body, he will be caused to suffer losses, expenses and damages to the extent of $100,000.00.

The plaintiff demands the sum of $100,000.00 as damages from the defendant.

Samuel Greenstone
Attorney for Plaintiff.

CRMC-Motley1000-Subj-004137

NEW JERSEY SUPREME COURT

SOMERSET COUNTY

VINCENT DE MURO,

Plaintiff,

-vs-

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

Defendant.

Action at Law

NOTICE OF REMOVAL

TO - SAMUEL GREENSTONE, ESQ.,

Attorney for Plaintiff.

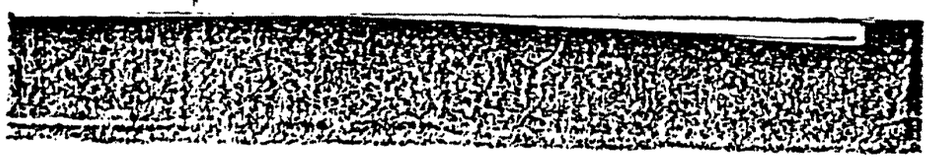
PLEASE TAKE NOTICE that on Saturday, April 26, 1930, at 10 o'clock in the forenoon, at the Industrial Building, Newark, N. J., we shall present to his Honor, Charles W. Parker, a Justice of the Supreme Court, the petition of JOHNS-MANVILLE CORPORATION, the defendant named in the above suit, for the removal of said suit to the District Court of the United States, for the District of New Jersey; and shall also then and there present the bond mentioned in the said petition and shall apply for the removal of the said suit to the District Court of the United States, for the District of New Jersey; and immediately thereafter we shall file said petition and bond; all according to the Act of Congress in such case made and provided.

DATED: April // 1930.

Respectfully,

HOBART & HINARD

Attorneys for Defendant, appearing specially.



CRMC-Motley1000-Subj-004138

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

- - - - - - - - - - - - - - -

VINCENT DE MURO,

Plaintiff,

-vs-

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

Defendant.

- - - - - - - - - - - - - - -

Action at Law
NOTICE OF REMOVAL

- - - - - - - - - - - - - - -

HOBART & MINARD
Attys. for Deft.,
appearing specially,
24 Branford Place
Newark, N.J.

Service admitted
April 17-1930
Samuel Greenstone
Atty's for Plaintiff

Filed: April 26, 1930

Fred L. Bloodgood,

Clerk.

CRMC-Motley1000-Subj-004139

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

VINCENT DE MURO,

Plaintiff,

-vs-

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

Defendant.

Action at Law

PETITION FOR REMOVAL

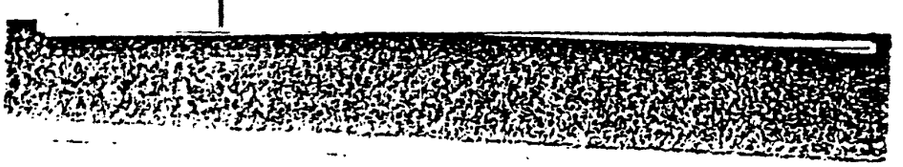
TO THE HONORABLE SUPREME COURT OF THE STATE OF NEW JERSEY:

The petition of JOHNS-MANVILLE CORPORATION, a corporation of the State of New York, the above named defendant, appearing herein specially and for the sole purpose of presenting its petition to this Honorable Court for the removal of this suit to the District Court of the United States, for the District of New Jersey, respectfully shows that:

1. The plaintiff is the only plaintiff in the above suit and at the time of the commencement thereof was and still is a resident and citizen of the State of New Jersey.

2. Your petitioner is the defendant in said suit and was at the time of the commencement thereof and still is a corporation existing under and by virtue of the laws of the State of New York, and is a resident and citizen of said State of New York, and the controversy in said suit is wholly between citizens of different states.

3. Said suit is of a civil nature, at law, and the matter in controversy in said suit exceeds, exclusive of interest and costs, the sum or value of $3,000, to wit, the sum or value of $100,000.00, the amount demanded by the plaintiff in said suit as damages from your petitioner, the defendant therein.



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4. No special bail was originally or is requisite in said suit.

5. Said suit was commenced by service of summons and complaint upon your petitioner on April 12, 1930, by leaving a copy thereof with the Registered Agent of the petitioner in the State of New Jersey, at Manville, N. J.; the time within which the petitioner is required to answer said complaint has not expired but will expire on May 2,1930, unless further time to answer is allowed. The petitioner has not filed its answer to said complaint or in any way appeared in said action.

6. Your petitioner has made and files herewith a bond with good and sufficient surety for its entering in the District Court of the United States, for the District of New Jersey, within thirty days from the filing of this petition, a certified copy of the record in said suit, and for paying all costs that may be awarded by said District Court, if said District Court shall hold that said suit was wrongfully or improperly removed thereto, said bond being in the penal sum of $500., conditioned as required by the Act of Congress in such case made and provided.

Your petitioner prays this Honorable Court to proceed no further in said suit except to accept this petition and bond, make the order of removal required by law and cause the record in said suit to be removed into said District Court of the United States, for the District of New Jersey, pursuant to the Act of Congress in such case made and provided.

And your petitioner will ever pray, etc.

JOHNS-MANVILLE CORPORATION
By [signature]

HOBART & WIKOFF
Attorneys of Petitioner,
appearing specially, etc.

Attest:
[signature]
Seal

CRMC-Motley1000-Subj-004141

: ss.
COUNTY OF NEW YORK :

L. R. Hoff of full age, being duly sworn, according to law, on his oath, says that he is Vice President of Johns-Manville Corporation, a corporation of the State of New York, the defendant in within mentioned suit and the petitioner named in the foregoing petition; that he has read said petition and knows the contents thereof and that the matters stated therein are true; that the matter in controversy in said suit exceeds, exclusive of interest and costs, the sum or value of $3,000; said suit is of a civil nature, at law, and is between citizens of different states, as appears from the complaint of the plaintiff therein, and he is informed and believes that the District Court of the United States has original jurisdiction thereof; and that the controversy in said suit can be fully determined as between the plaintiff and the defendant.

Subscribed and sworn to at New York, N.Y. this 17th day of April, 1930, before me Pauline Andrews; duly commissioned and sworn as witness my hand and official seal.

L. R. Hoff

Seal

Pauline Andrews
Notary Public
New York County Clerk's No. 193
New York County Register's No. 1-1262
Commission Expires March 30, 1931

CRMC-Motley1000-Subj-004142

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

- - - - - - - - - - - - - - - -

VINCENT DE MURO,

Plaintiff,

-vs-

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

Defendant

- - - - - - - - - - - - - - - -

Action at Law
PETITION FOR REMOVAL

- - - - - - - - - - - - - - - -

Hobart & Minard
Attys. for Petitioner,
appearing specially,
24 Branford Place,
Newark, N.J.

Received
Apr. 26. 1930
E. W. Parker
C. J. C.

Filed: April 26, 1930
Fred L. Bloodgood,

Clerk.

CRMC-Motley1000-Subj-004143

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

VINCENT DE MURO,

Plaintiff,

-vs-

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

Defendant.

Action at Law

BOND ON REMOVAL

KNOW ALL MEN BY THESE PRESENTS, That we, JOHNS-MANVILLE CORPORATION, a corporation of the state of New York, as principal, and NEW YORK INDEMNITY COMPANY, a corporation of the state of New York, as surety, are held and firmly bound unto VINCENT DE MURO, of Weston, New Jersey, in the penal sum of Five Hundred Dollars, lawful money of the United States, to be paid to the said VINCENT DE MURO, his heirs, executors, administrators and assigns, to which payment well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 17th day of April, 1930.

WHEREAS, the above named VINCENT DE MURO, has heretofore brought a suit of a civil nature, at law, in the New Jersey Supreme Court, against said JOHNS-MANVILLE CORPORATION, a corporation of the state of New York; and

WHEREAS, said JOHNS-MANVILLE CORPORATION, simultaneously with the filing of this bond, intends to file its petition in said suit in said New Jersey Supreme Court, to remove said suit into the District Court of the United States, in the District where said suit is pending, to wit,

CRMC-Motley1000-Subj-004144

the District Court of the United States in and for the District of New Jersey, according to the provisions of the Act of Congress in such case made and provided, now, therefore,

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the petitioner, JOHNS-MANVILLE CORPORATION, shall enter in the District Court of the United States, for the District of New Jersey, within thirty days from the date of filing said petition in said New Jersey Supreme Court, a certified copy of the record in said suit, and shall well and truly pay all costs that may be awarded by the said District Court, if said District Court shall hold that said suit was wrongfully or improperly removed thereto, and shall also appear and enter special bail in said suit, if special bail was originally requisite therein, then this obligation shall be void; otherwise to remain in full force and effect.

JOHNS-MANVILLE CORPORATION
By L. C. Hoff

Attest:
C. J. Voorhees
Seal

NEW YORK INDEMNITY COMPANY
BY J. W. Lenton
Attorney-in-Fact

Attest:
B. Shulman
Seal
Ass't. Secretary

CRMC-Motley1000-Subj-004145

STATE OF NEW YORK :
ss.
COUNTY OF NEW YORK :

BE IT REMEMBERED, That on this 17th day of April, in the year of our Lord, One thousand nine hundred and thirty-, before me, the subscriber, Paulita Andrews personally appeared C. H. Vanderhoef who being by me duly sworn, doth depose and make proof to my satisfaction that he is Secretary of and that he well knows the common seal of JOHNS-MANVILLE CORPORATION, the obligor named in the foregoing bond, that the seal thereto affixed is the proper common seal of the said corporation, and that the same was so affixed thereto, and the said bond signed and delivered by L. A. Hoff, who was at the date and execution thereof Vice-President of said corporation, as the voluntary act and deed of the said corporation, in the presence of said deponent, and that the said deponent subscribed the same as witness to the execution thereof.

Subscribed and sworn to at New York, N.Y. this 17th day of April, 1930, before me Paulita Andrews duly commissioned and sworn as witness my hand and official seal.

C. H. Vanderhoef

Paulita Andrews
Notary Public
New York County clerk's no 173
New York County Register's no 1A262
Commission expires March 30, 1931

CRMC-Motley1000-Subj-004146

No. 7092-B.-N.Y.I.-N.J.-2M

STATE OF NEW JERSEY
COUNTY OF Essex SS.

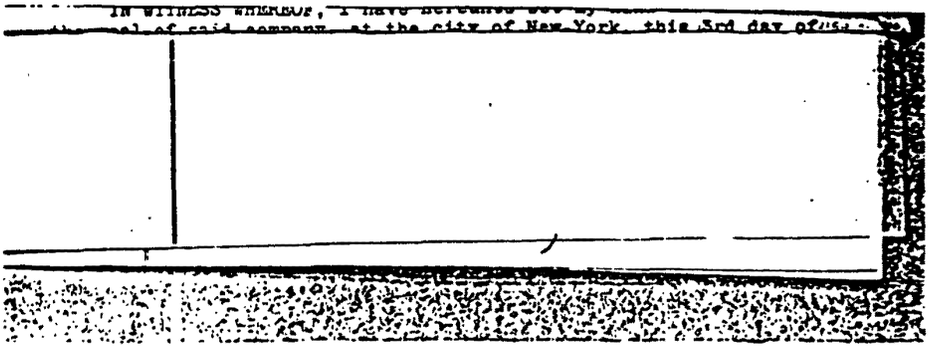
On this 17th day of April 1930 before me, the subscriber, a Notary Public duly commissioned and sworn, personally came J. D. Lodi who, being by me duly sworn, on his oath, deposes and says that he is Attorney in Fact of the NEW YORK INDEMNITY COMPANY; that he resides in Newark, N.J. that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was affixed by order of the Board of Directors of said Company, and that deponent signed the foregoing instrument by order of the Board of Directors of said Company as the voluntary act and deed of said Company; that said Company has duly complied with all the requirements of Chapter 134 of the laws of the State of New Jersey of the year 1902, and the amendments thereof and supplements thereto; that the good available assets of the Company exceed its liabilities, as such liabilities are ascertained in the manner provided in said Chapter; that the NEW YORK INDEMNITY COMPANY is duly incorporated under the laws of the State of New York, and is authorized by the laws of that State and under its Charter to become surety on bonds and obligations such as are mentioned in said Chapter; that it has on deposit with the Superintendent of Insurance of the State of New York, good securities worth at par and at market value at least Two Hundred Thousand Dollars ($200,000.00) held as security for all holders of its obligations, and has a fully paid up, safely invested, and unimpaired capital of One Million Dollars ($1,000,000.00) that said Company has appointed the Commissioner of Banking and Insurance as its attorney in the State of New Jersey, upon whom process of law can be served, and has filed in the office of the Commissioner of Banking and Insurance a written instrument duly signed and sealed, certifying said appointment.

J. D. Lodi

Subscribed and sworn to before me the day and year first above written.

W. B. Van Ness

IN WITNESS WHEREOF, I have hereunto set my ... seal of said company at the city of New York, this 3rd day of ...



CRMC-Motley1000-Subj-004147

New York Indemnity Company

Executive Office
UNION INDEMNITY BUILDING
NEW ORLEANS

Eastern Dept.
100 MAIDEN LANE
NEW YORK

GENERAL POWER OF ATTORNEY No. 13

Know All Men by These Presents: That the NEW YORK INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of New York, and having its principal office in the City of New York, N. Y., does hereby, make, constitute and appoint George H. Brush,

C. B. Wyckoff, F. F. London, individually, Newark, New Jersey.

its true and lawful attorney-in-fact with full power and authority to make, execute and deliver, with or without the impression of its corporate seal, for and on its behalf as surety, any and all bonds, recognizances, obligations, stipulations, undertakings, or anything in the nature of any of them, in no one instance to exceed the sum of Five Hundred Thousand Dollars ($500,000). which are or may be allowed, required, or permitted by law, statute, rule, regulation, contract or otherwise; all as described and authorized in the resolution of the Board of Directors of the New York Indemnity Company hereinafter set out, but reserving to itself full power of substitution and revocation.

and the New York Indemnity Company hereby ratifies and confirms all that its said attorney-in-fact may lawfully do by virtue of these presents, as fully and amply, to all intents and purposes as if same had been duly executed and acknowledged by the regularly elected officers of the Company, at the office of the Company, in New York, N. Y., in their own proper persons.

This power-of-attorney is made and executed in accordance with and by the authority of the following Resolution adopted by the Board of Directors of the New York Indemnity Company at a meeting duly called and held on the 24th day of September, A. D., 1929.

RESOLVED: That the President or any Vice-President of this Company by and with the concurrence of the Secretary or an Assistant Secretary be and they are hereby authorized and empowered to make and execute and deliver for and on behalf of this Company and in its name unto such person or persons as they may from time to time select, its power-of-attorney constituting any such person or persons as its true and lawful attorney or attorneys-in-fact for the purpose of signing and executing for and in its name and in its behalf any and all bonds, recognizances, obligations, stipulations, undertakings, or anything in the nature of any of them, which are or may be by law or by any statute of the United States of America, or any of the several states or territories of the United States of America, or any political sub-division thereof, or the rules, regulations, orders, customs, practices or discretion of any board, body, organization, office or officer of the United States of America or any of said states or territories of the United States of America, or any political sub-division of any of them, or by any person, firm or corporation allowed, required or ordered to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person, firm, corporation, association, organization, body, office, officer, board, government, state or federal, municipality or any interest whatsoever in any and all capacities whatsoever, conditioned for the doing or not doing of anything, on such terms as may be provided for in any such bond, recognizance, obligation, stipulation, undertaking, or anything in the nature of them or any of them, and any and every such instrument or undertaking made, executed and delivered by such attorney or attorneys-in-fact, whether with or without the impression of the corporate seal of this Company, but subject to the terms and limitations of the power-of-attorney issued to him or them, shall be as binding upon the Company as if duly executed and acknowledged by the regular officers of the Company at the office of the Company in New York, N. Y., in their own proper persons; and

BE IT FURTHER RESOLVED: That the President or any Vice-President of this Company be and he is hereby authorized and empowered at any time to forthwith remove and revoke the powers and authority of any attorney or attorneys-in-fact appointed by them or any of them under the foregoing authority.

IN WITNESS WHEREOF, the New York Indemnity Company has caused these presents to be signed and its corporate seal to be affixed by its proper officers, thereunto duly authorized, at the City of New York, N. Y., this 2nd day of January, 19 30.

ATTEST: NEW YORK INDEMNITY COMPANY,

Carroll W. Laird
Assistant Secretary

By George E. Hayes
Vice-President

STATE OF NEW YORK, }
COUNTY OF NEW YORK } ss.:

On this 2nd day of January, 19 30, before me appeared George E. Hayes and Carroll W. Laird to me personally known, who being by me duly sworn, did say that they are Vice- President and Asst. Secretary, respectively, of the New York Indemnity Company, the corporation described in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said George E. Hayes and Carroll W. Laird acknowledged said instrument to be the free act and deed of said corporation. Affiants did further certify that the resolution recited in said instrument is a true and correct copy of the original duly passed at a meeting of the Board of Directors held at the office of the Company at New York, N. Y., on the 24th day of September, 1929.

F. J. Landers
Notary Public

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STATE OF NEW YORK,)
) SS.
COUNTY OF NEW YORK,)

I, Carroll W. Laird, Assistant Secretary of the NEW YORK INDEMNITY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney, executed by said NEW YORK INDEMNITY COMPANY, which is still in full force and effect .

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said company, at the city of New York, this 3rd day of January, A. D. 1930.

Carroll W. Laird
Assistant Secretary

CRMC-Motley1000-Subj-004149

New York Indemnity Company

A DIVISION OF INSURANCE SECURITIES COMPANY, INC.

Eastern Dept.
100 MAIDEN LANE
NEW YORK

Executive Offices
UNION INDEMNITY BUILDING
NEW ORLEANS

Financial Statement

AT THE CLOSE OF BUSINESS SEPTEMBER 30, 1929

ASSETS		LIABILITIES	
Government, Municipal and Miscellaneous Bonds and Stocks	$ 5,085,617.25	Reserve for Claims	$ 3,078,530.5
Collateral Loans	200,000.00	Reserve for Unearned Premiums	2,356,102.2
First Mortgage Real Estate Loans	73,515.76	Reserve for Taxes	88,250.(
Cash in Banks and Offices	395,674.12	Reserve for Sundry Bills	10,240.4
Premiums in Course of Collection not due over 90 days	850,487.14	Reserve for Commissions	161,332.2
Interest Due and Accrued	74,901.43	Capital paid in $ 1,000,000.00	
Sundry Assets	267,769.37	Surplus over all Liabilities 253,507.98	1,253,507.9
Total	$ 6,947,965.07	Total	$ 6,947,965.0

SURPLUS TO POLICYHOLDERS - - $1,253,507.98

I certify that above financial statement is a true statement of the assets and liabiliti of said Company as of September 30, 1929, taken from the books and records of said Company.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and seal of said Compan this 17th day of April, 1930

Secretary

CRMC-Motley1000-Subj-004150

VINCENT DE MURO,

Plaintiff,

vs.

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

Defendant.

Action at Law
BOND ON REMOVAL

Hobart & Minard
Attys. for Deft.
appearing specially,
24 Branford Place,
Newark, N.J.

Approved
April 26, 1930
C. W. Parker
J. S. C.

Filed: April 26, 1930
Fred L. Bloodgood,
Clerk.

CRMC-Motley1000-Subj-004151

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

VINCENT DE MURO,

Plaintiff,

-vs-

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

Defendant.

Action at Law

ORDER FOR REMOVAL

On due notice to the attorney for plaintiff in the above entitled cause, it is on this day of April, 1930, on motion of Hobart A. Minard, attorneys for the defendant therein;

O R D E R E D that the petition of said defendant for the removal of said cause to the District Court of the United States, for the District of New Jersey, be and the same is hereby accepted and that the bond presented with said petition be and it hereby is accepted and approved and that said petition and bond be filed.

Let this order be entered.

Entered April 26 1930
on motion of
HOBART A. MINARD
Attorneys of Defendant,
appearing specially.

Charles W. Parker
J. S. C.

CRMC-Motley1000-Subj-004152

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VINCENT DE MURO,

Plaintiff,

-vs-

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

Defendant.

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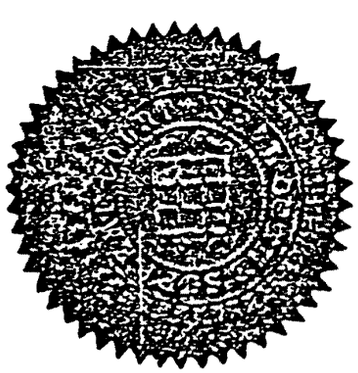
Action at Law
ORDER FOR REMOVAL

- - - - - - - - - - - - - - - - -

Hobart & Minard
Attys. for Deft. appearing
24 Branford Pl. specially
Newark, N.J.

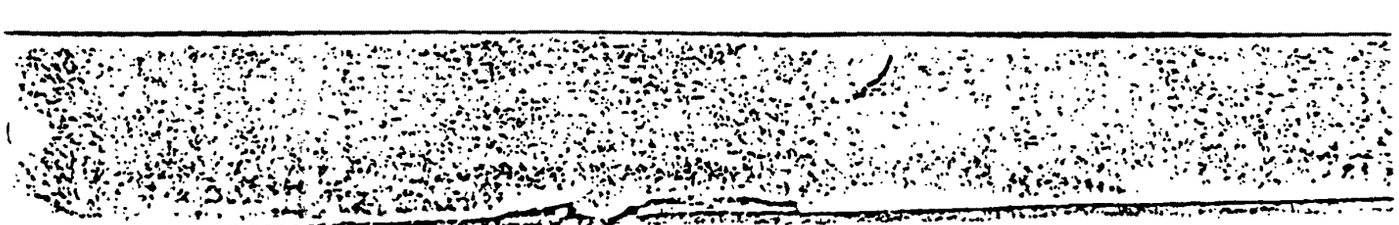
CRMC-Motley1000-Subj-004153

I, the undersigned, Clerk of the Supreme Court of the State of New Jersey, do certify that the foregoing is a true copy of the entire proceedings in the above stated cause as the same remain on file and of record in my office.



In testimony whereof I have set my hand and the seal of said Court at Trenton, this twenty-ninth day of April A. D. nineteen hundred and thirty

Fred L. Bloodgood
Clerk.



CRMC-Motley1000-Subj-004154