THE STATE OF NEW JERSEY: TO:- JOHNS-MANVILLE CORPORAT
a corporation of the State
(L.S.) New York;-

You are summoned to
answer the complaint of Mat
Grabow, in an action-at-law
the New Jersey Supreme Cour
Somerset County, and take n
that unless you file your a
with the Clerk of the said
at Trenton, New Jersey, within twenty days after the
of this writ and the annexed complaint, the plaintiff
proceed with the suit and judgment may be entered aga
you.

WITNESS: Hon. WILLIAM S. GUMMERE, Chief Jus
of the Supreme Court, at Trenton, New Jersey, this 5t
day of May, 1932.

FRED L. BLOODGOOD
Clerk.

SAMUEL GREENSTONE
Attorney for Plaintiff

CRMC-Motley1000-Subj-004024

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NEW JERSEY SUPREME COURT
SOMERSET COUNTY.

IATIUS GRABOW,

Plaintiff,

-vs-

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

Defendant.

ACTION AT LAW

COMPLAINT

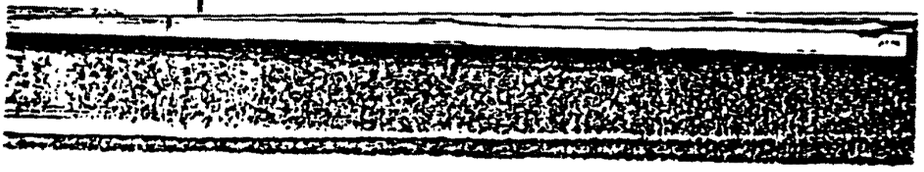
The plaintiff, residing at Manville, New Jersey, says that:-

1. The plaintiff was in the employ of the defendant corporation at its plant at Manville, New Jersey, in the month of April, 1932, and for a long time 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, insidious 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 the said asbestos fibers and particles and failed to keep the same in control, but was negligent in allowing the said dangerous fibers and particles to escape and to come within close proximity of the plaintiff's person, and exposed the plaintiff so that he came into contact with and inhaled the said



CRMC-Motley1000-Subj-004025

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.

INDORSEMENTS

I hereby deputize Remsen Howard to serve the within writ Witness my hand and seal this 5th day of May 1932.

Wm R. Sheriff.
Sheriff
By Ellsworth Brokaw,
Under Sheriff.

May 5, 1932. I served the within summons and complaint upon the Johns - Manville Corporation a corporation of the State of New York, by serving A. P. Fisher plant manager personally at Manville, N.J.

Fees $3.78

Wm. P. Sutphen
Sheriff of Somerset County
by Remsen Howard
Special Deputy Sheriff

CRMC-Motley1000-Subj-004026

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

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

MATIUS GRABOW,

Plaintiff,

-vs-

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

Defendant.

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

ACTION AT LAW
SUMMONS AND COMPLAINT

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

SAMUEL GREENSTONE,
Attorney for Plaintiff,
1060 Broad St.,
Newark, N.J.

F I L E D

MAY 7 1932

Fred L. Bloodgood

Clerk

CRMC-Motley1000-Subj-004027

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

MATIUS GRABOW,

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.

TAKE NOTICE that on Tuesday , May 24, 1932, at 10 o'clock in the forenoon, (Daylight Savings Time), we shall file with the Clerk of the New Jersey Supreme Court, at his office in the State House, Trenton, New Jersey, a petition of the Johns-Manville Corporation, the defendant in the above entitled 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 file the bond mentioned in the said petition.

DATED: May 14, 1932.

Respectfully,

HOBART & KINARD

Attorneys for Defendant
appearing specially.

CRMC-Motley1000-Subj-004028

[illegible] COUNTY

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

MATIUS GRABOW,

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,
Lefcourt Bldg.,
Newark, N.J.

Service of a copy of the within Notice is hereby acknowledged this 16
day of May, 1932.

Samuel Greenstone
Attorney for Plaintiff.

FILED
MAY 23 1932
Fred J. Bloodgood
Clerk

CRMC-Motley1000-Subj-004029

NEW JERSEY SUPREME COURT
SOMERSET COUNTY.

MATIUS GRABOW,

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.

CRMC-Motley1000-Subj-004030

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 May 5, 1932, by leaving a copy thereof with its General Manager, 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 25, 1932, 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 F. H. Voorhees
Treasurer

HOBART & HILLARD

Attorneys of Petitioner, appearing specially, etc.

Attest:

Voorhees Brown
Asst Secy
(Seal)

CRMC-Motley1000-Subj-004031

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

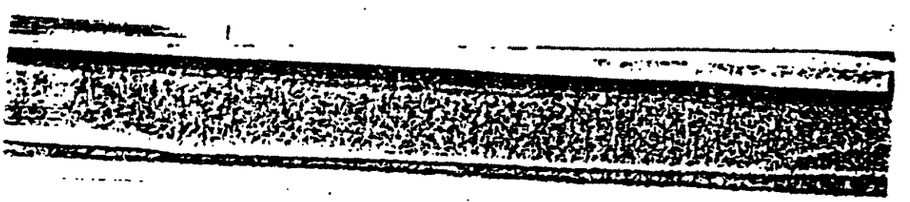
P. M. Voorhees of full age, being duly sworn, according to law, on his oath, says that he is Treasurer of Johns-Manville Corporation, a corporation of the State of New York, the defendant in within mentioned suit and the petitioner named in the foregoing petition; that he has read said petition and knows 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 11th day of May, 1932, before me duly commissioned and sworn as witness my hand and official seal. :

P. M. Voorhees

Paulita Gruber
Notary Public of New York
(Seal)

New York County Clerk's No. 185
New York County Register's No. 34252
Commission expires March 30, 1933.



MATIUS GRABOW,

Plaintiff,

vs.

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

Defendant.

Action at Law
BOND ON REMOVAL

Hobart & Minard,
Attys. for Defendant,
appearing specially,
Lefcourt Bldg.,
Newark, N.J.

F I L E D

MAY 23 1932

Fred L. Bloomfield

Clerk

CRMC-Motley1000-Subj-004033

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

MATIUS GRABOW,

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 UNION INDEMNITY COMPANY, a corporation of the State of New York, as surety, are held and firmly bound unto MATIUS GRABOW, of Manville, New Jersey, in the penal sum of Five Hundred Dollars, lawful money of the United States, to be paid to the said MATIUS GRABOW, 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 13 d day of May, 1932.

WHEREAS, the above named MATIUS GRABOW, 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 (Seal)

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, the District

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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 E. M. Voorhees
Treasurer

Attest:

Vandiver Brown
Asst. Secy.

(Seal)

UNION INDEMNITY COMPANY

By Carroll W. Laird
Carroll W. Laird
Attorney in fact

Attest:

John I. Bonesteel
John I. Bonesteel,
Attorney in fact.

(Seal)

Countersigned at Englewood, N.J.
this 13th day of May, 1932.

By John Rellmans
Duly Authorized Agent.

CRMC-Motley1000-Subj-004035

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

BE IT REMEMBERED, That on this 11th day of May, in the year of our Lord, One thousand nine hundred and thirty-two, before me, the subscriber,

PAULITA ANDREWS

personally appeared VANDIVER BROWN who being by me duly sworn, doth depose and make proof to my satisfaction that he is Assistant Secretary 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 E. M. Voorhees who was at the date and execution thereof Treasurer 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 11th day of May, 1932, before me PAULITA ANDREWS duly commissioned and sworn as witness my hand and official seal.

Vandiver Brown

Paulita Andrews
~~Notary Public of New York~~
(Seal)
New York County Clerk's No.185
New York County Register's No. 3A252
Commissionexpires March 30,1933.

CRMC-Motley1000-Subj-004036

On this the 13th day of May, 1932, before me, the subscriber, a NOTARY PUBLIC in and for the County of New York, State of New York, duly commissioned and sworn, personally came Carroll W. Laird who, being by me duly sworn, on his oath; deposes and says that he is Attorney-in-fact of the UNION INDEMNITY COMPANY; that he resides in East Orange, 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 Executive Committee (which has the powers of the Board of Directors) of said Company, and that deponent signed the foregoing instrument by order of the Executive Committee of said Company as the voluntary act and deed of said Company; deponent further saith that he is acquainted with John I. Bonesteel and knows him to be Attorney in fact of said Company and that the signature of said John I. Bonesteel subscribed to the foregoing instrument is in the genuine handwriting of said John I. Bonesteel and was thereto subscribed by order and authority of said Executive Committee and in the presence of said deponent; 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 UNION INDEMNITY COMPANY is duly incorporated under the laws of the State of Louisiana, and is authorized by the laws of the 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 Louisiana, good securities worth at par and at market value at least Three Hundred Thousand Dollars ($300,000.00) 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; and that the following is a true copy of a Resolution duly adopted by the Executive Committee (which has the powers of the Board of Directors) of the said UNION INDEMNITY COMPANY, on the 24th day of July, 1929, a quorum being present and that the same remains in full force and effect, to-wit:

> **RESOLVED: That HENRY F. WEISSENBORN, GEORGE E. HAYES, NORMAN HOAG, Vice-Presidents, CARROLL W. LAIRD, BERNARD J. VINCENT, FRANK P. CASEY and JOHN I. BONESTEEL, Attorneys-in-fact, be and they hereby are and each of them hereby is authorized and empowered, for or on behalf of the Company, to make, execute and deliver and to attach the seal of the Company to any and all bonds, recognizances, obligations, stipulations and undertakings including co-suretyship, reinsurance agreements and indemnity agreements or anything in the nature 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 subdivision 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 the States or Territories of the United States of America, or any political subdivision 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, agreement or anything in the nature of them; all such bonds, undertakings and agreements, however, to be attested in every instance by one other of the persons above named as occasion may require, or by JOHN P. MADIGAN, Attorney-in-fact, or H. L. BUBASECK, Attorney-in-fact, or J. R. MORAN, Attorney-in-fact, and each of them is hereby authorized and empowered to certify a copy of this Resolution under the Seal of the Company.**

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

(Seal) FRANK P. CASEY

Carroll W. Laird

NOTARY PUBLIC, Bronx County

Bronx Co. Clerk No. 17 Bronx Co. Reg No. Carroll W. Laird
N. Y. Co. Clerk No. 500 N. Y. Co. Reg. No. 4C425
Kings Co. Clerk's No. Kings Co. Reg No.
Queens Co. Clerk's No. Queens Co. Reg No.
Certificate filed in Richmond, Westchester
and Nassau Cos.
Commission Expires March 30, 1934

CRMC-Motley1000-Subj-004037

MATIUS GRABOW,

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,
Lefcourt Bldg.,
Newark, N.J.

F I L E D

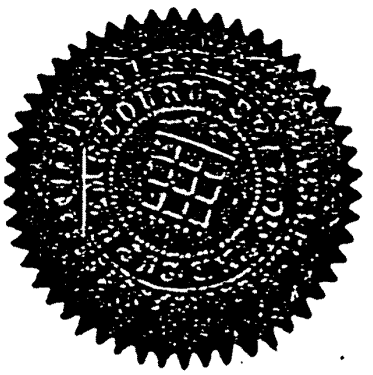
MAY 23 1932

Fred L. Floodgood

Clerk

CRMC-Motley1000-Subj-004038

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-fifth day of May A. D. nineteen hundred and thirty-two.

Fred F. Bloodgood

Clerk.

CRMC-Motley1000-Subj-004039

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MATIUS GRABOW,	:	
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 at Manville, N. J. from December 28, 1926, to April 8, 1932.

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 its plant at Manville, N.J., from December 28, 1926, to April 8, 1932.

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.

THIRD DEFENSE

The injury and the disease alleged in the complaint were due to one of the risks of his employment assumed by

CRMC-Motley1000-Subj-004040

plaintiff as part of the terms of his contract 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.

Hoford & Minard
Attorneys for Defendant.



CRMC-Motley1000-Subj-004041

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY.

Matius Grabow,	:	
vs.	:	L- 3131
John-Manville Corporation	:	
	:	

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.

It should be noticed for trial as provided in said rule in order to have it placed on the calendar.

No notice of trial for subsequent terms will be necessary.

George T. Cranmer,
Clerk

By C. S. Chevrier,
Deputy.

CRMC-Motley1000-Subj-004042

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY.

Matius Grabow,	:	
vs.	:	L- 3131
Johns-Manville Corporation	:	
	:	

NOTICE OF FIXING PLACE FOR TRIAL.

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

It should be noticed for trial as provid said rule in order to have it placed on the calendar.

No notice of trial for subsequent terms w be necessary.

George T. Cranmer
Clerk

By C. S. Chevrier,
Deputy.

CRMC-Motley1000-Subj-004043

UNITED STATES DISTRICT COURT.

DISTRICT OF NEW JERSEY

MATIUS GRABOW,

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. 19*32*, at the* Lefcourte Bldg. *in* Newark *in and for the County of* Essex *at ten o'clock in the forenoon, or as soon thereafter as the said Court can attend to the same.*

Dated May 28th *A. D., 1932.*

Samuel Greenstone

Attorney of Plaintiff.

To Hobart & Minard
Lefcourt Bldg.,
Newark, N. J. *Esq.,*

Attorney of Defendant.

CRMC-Motley1000-Subj-004044

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY.

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

The plaintiff, for reply to the answer of the defendant filed herein, says that:-

1. He denies all the affirmative defenses alleged therein.

Samuel Greenstone
Attorney for Plaintiff.

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UNITED STATES DISTRICT Court
DISTRICT OF NEW JERSEY

MATIUS GRABOW

Plaintiff

vs.

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

Defendant

Action at Law.
ORDER FOR DISCONTINUANCE.

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 either party as against the other.

George T. Cranmer
Clerk
Edward S. Cranmer
Deputy

Entered June 13, 1934

On motion of
Hobart & Minard
Attorneys of defendant

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

Samuel J. Stamatos
Attorney for Plaintiff

CRMC-Motley1000-Subj-004046