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

(L. S.)

You are summoned to answer the annexed complain of Angelina De Muro Graziosi, administratrix ad prosequendum of the estate of Michael DeMur deceased, in an Action-at-Law, in the New Jersey Supreme Cour

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 servic 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 20th day of September, 1929.

FRED L. BLOODGOOD
CLERK

SAMUEL GREENSTONE
Attorney for Plaintiff.

James E. Nowack

111-7-2

CRMC-Motley1000-Subj-003490

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NEW JERSEY SUPREME COURT
SOMERSET COUNTY

ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased,

Plaintiff,

-vs-

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

Defendant.

ACTION AT LAW

COMPLAINT

The plaintiff, Angelina DeMuro Graziosi, administratrix ad prosequendum of the rights, goods, chattels and credits of Michael DeMuro, deceased, residing at Manville, New Jersey, says that:

1. The intestate, Michael DeMuro, was in the employ of the defendant corporation, at its plant in Manville, New Jersey, in the year 1928, 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 intestate at the time and place above set forth in its manufacture of said asbestos products, and 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 said asbestos fibers and

James E. Nowack

[redacted]

CRMC-Motley1000-Subj-003491

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 into close proximity of the intestate's person and exposed the intestate 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 infected with the same.

5. Intestate 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 in close proximity 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 intestate with a reasonable safe place of work.

(b) In failing to use reasonable care to provide the intestate with proper masks or other appliances or safeguards 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 intestate, at the time and place above mentioned.

7. The said asbestos fibers and particles were introduced into the intestate's body at the time and place aforesaid, so that the intestate was caused to suffer serious injuries, externally and internally, in and about his head, body and limbs, and his resistance power was lowered, and he died, as a result thereof, on January 14, 1929.

Theo E. Nowack

CRMC-Motley1000-Subj-003492

8. On the 14th day of May, 1929, the plaintiff, Angelina DeMuro Graziosi, was duly appointed, by the Surrogate of Somerset County, administratrix ad prosequendum of Michael DeMuro, to prosecute the action for damages, for the death of her intestate, for the benefit of the next of kin of Michael DeMuro, deceased, and now proffers her letters of administration.

9. The said Michael DeMuro left surviving him, his daughter, Angelina DeMuro, who is 3 years of age, and was dependent upon the said intestate for support.

10. Plaintiff, as administratrix, as aforesaid, for the benefit of said next of kin, is vested by virtue of the statute, in such cases, made and provided with a cause of action against the defendant for negligently causing the death of her intestate, and brings this action within two years after the death of said intestate.

11. The said next of kin suffered pecuniary losses, by reason of the death of the said Michael DeMuro, in the sum of $40,000.00.

Plaintiff demands the sum of $40,000.00 as damages from the defendant.

SAMUEL GINSENSTONE
Attorney for Plaintiff.

James E. Nowack,

CRMC-Motley1000-Subj-003493

NEW JERSEY SUPREME COURT

SOMERSET COUNTY

Angelina DeMuro Graziosi, administratrix ad prosequendum of the rights, goods, chattels and credits of Michael De Muro Deceased,

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
972 Broad Street
Newark, N. J.

FILED

Sep 26 1929

Fred L. Bloodgood
Clerk

Fees $2.75

Ira E. Brokaw, Sheriff.

Garvin Akerts Under Sheriff.

upon Johns-Manville Corporation, a corporation of the State of New York, by serving Archibald Hughes its superintendant, personally at Manville, N. J.

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased, Plaintiff,

Action at Law.

CRMC-Motley1000-Subj-003494

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased,

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 Tuesday, October 8, 1929, at 10.30 o'clock in the forenoon, or as soon thereafter as we may be heard, at the Court House in Morristown, N. J., we shall present to his Honor, Charles W. Parker, one of the justices of the Supreme Court, a petition of Johns-Manville Corporation, the defendant named in the above entitled suit, for the removal of the said suit to the District Court of the United States, for the District of New Jersey; and shall also then and there present to the said justice the bond mentioned in the said petition and shall also apply for the removal of the said cause 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: October 2, 1929.

Respectfully,

HUNT & HUNT

Attorneys for Defendant, appearing specially.

James E. Nowack,

CRMC-Motley1000-Subj-003495

SOMERSET COUNTY

ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased,
plaintiff,

-vs-

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

NOTICE OF REMOVAL

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

Service admitted this 3rd day of October, 1929.

Attorney for Plaintiff.

F I L E D

Oct 10 1929

Fred L. Woodhood
Clerk

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

No special bail

ANGELINA DeMURO GRAZIOSI,

CRMC-Motley1000-Subj-003496

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased,

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 $40,000., the amount demanded by the plaintiff in said suit as damages from your petitioner, the defendant therein.

James E. Nowack

[redacted]

CRMC-Motley1000-Subj-003497

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 September 23, 1929, by leaving a copy thereof with petitioner at Manville, N.J.; the time within which the petitioner is required to answer said complaint has not expired but will expire on October 13, 1929, 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 C. H. Manlius Cle
Vice-President.

Attest:
Clarence L. Ingle
Assistant Secretary.

ROBERT A. WILLIAMS
Attorneys of Petitioner,
appearing specially, &c.

James E. Nowacki

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

C. M. Vanhee 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 30th day of September 1929, before me,
T. C. Brenner Jr.
duly commissioned and sworn as witness my hand and official seal.

C. M. Vanhee

T. C. Brenner Jr
Notary Public
N. Y. County
753

(Seal)

James E. Nowack,

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased,

Plaintiff,

-vs-

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

Defendant.

Action at Law
PETITION FOR REMOVAL

Robert & Einard, Esqs.,
Attorneys of Defendant,
appearing specially,
24 Branford Place,
Newark, N. J.

FILED

Oct 10 1929

Cecil L. Bloodgood
Clerk

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

ANGELINA DeMURO GRAZIOSI,

CRMC-Motley1000-Subj-003500

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

C. H. Vanderhoef 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 30th day of September 1929, before me,
T. C. Brenner Jr.
duly commissioned and sworn as witness my hand and official seal.

C. H. Vanderhoef

(Seal)
T. C. Brenner, Jr.
Notary Public
N. Y. County
753

James E. Nowack

CRMC-Motley1000-Subj-003501

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

ANGELINA DeTURO GRAZIOSI, administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeTURO, deceased,

Plaintiff,

-vs-

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

Defendant.

Action at Law
PETITION FOR REMOVAL

Robert A. Minard, Esqs.,
Attorneys of Defendant,
appearing specially,
24 Branford Place,
Newark, N. J.

FILED

Oct 10 1929

Fred L. Bloodgood
Clerk

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

ANGELINA DeTURO GRAZIOSI,
administratrix ad prosequendum,
of the rights, goods, chattels
and credits of MICHAEL DeTURO,
deceased,

Plaintiff,

CRMC-Motley1000-Subj-003502

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum, of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased,

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 ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased, residing at Manville, New Jersey, in the penal sum of Five Hundred Dollars, lawful money of the United States, to be paid to the said ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased, her successors 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 30th day of September, 1929.

WHEREAS, the above named ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased, has heretofore brought a suit of a civil nature, at law, in the New Jersey Supreme Court, against said JOHNS-MANVILLE CORPORATION, a

[redacted] my commissioner and notary.

James E. Nowack,

[redacted]

CRMC-Motley1000-Subj-003503

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, 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 E. M. Voorhees
~~Vice-President~~ President (Seal)

Attest:
Clarence L. Sayre
Assistant Secretary

NEW YORK INDEMNITY COMPANY

By John E. Gallagher (Seal)

~~Attest:~~
Witness
Mildred A. Brinker
Att'y

...ONLY COMMISSIONER AND NOTARY...

James E. Nowack

CRMC-Motley1000-Subj-003504

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

BE IT REMEMBERED, That on this 30th day of September, in the year of our Lord, One thousand nine hundred and twenty-nine, before me, the subscriber, T. L. Brower, Jr

personally appeared Clarence L. Sage 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 30th day of September, 1929, before me,
T. L. Brower, Jr
duly commissioned and sworn as witness my hand and official seal.
T. L. Brower, Jr
Seal
#753

Clarence L. Sage

duly commissioned and sworn.

James E. Nowack,

CRMC-Motley1000-Subj-003505

New York, and having its principal office in the City of New York, hath made, constituted and appointed, and does by these presents make, constitute and appoint John C. Gallagher of Newark and State of New Jersey its true and lawful Attorney, with full power and authority hereby conferred in its name, place and stead, to sign, execute and acknowledge with the exception of Bail Bonds, any and all bonds and/or undertakings in any amount not exceeding One Hundred Thousand Dollars ($100,000). and to bind the NEW YORK INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Company, and duly attested by its Secretary, hereby ratifying and confirming all the acts of said Attorney pursuant to the power herein given. This Power of Attorney is made and executed pursuant to and by authority of the following By-Law. adopted by the Board of Directors of the NEW YORK INDEMNITY COMPANY at a meeting duly called and held on the twenty-fifth day of July, 1923:-

"ARTICLE XII. Resident Officers and Attorneys-in-Fact.

"Section 1. The Chairman, Vice-Chairman, President, First Vice-President, or any other vice-President may from time to time appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for, and on behalf of the Company, and either the Chairman, Vice-Chairman, President, First Vice-President, or any other Vice-President, the Board of Directors, or the Executive Committee, may at any time remove any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact, and revoke the power and authority given him.

"Section 4. Attorneys-in-Fact. - Attorneys-in-Fact may be given full power and authority to execute for and in the name of and on behalf of, the Company, and any and all bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Secretary.

"Section 6. Attorneys-in-Fact. - Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, or contracts of indemnity, policies of insurance, and all other writings obligatory in the nature thereof, and also authorized and empowered to certify to a copy of any By-Laws contained in Articles VI, XII, and XIII of the By-Laws of the Company."

IN WITNESS WHEREOF, the NEW YORK INDEMNITY COMPANY has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this 12th day of July A.D. 1929

NEW YORK INDEMNITY COMPANY
(Seal) By W.C.Billings, Vice-President.
Attest T.J.Flynn Assistant Secretary.

STATE OF NEW YORK)
COUNTY OF NEW YORK)ss.

On this 12th day of July A.D.1929, before me personally came W.C.Billings to me known, who, being by me duly sworn, did depose and say, that he resides in the City of New York; that he is the Vice President of the NEW YORK INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(seal) William Dunn, Notary Public

STATE OF NEW YORK)ss.
COUNTY OF NEW YORK)

I, T. J. Flynn 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 29th day of August, A.D.1929.

(Seal) T. J. Flynn, Assistant Secretary.

duly commissioned and sworn.

James E. Nowack,

CRMC-Motley1000-Subj-003506

State of New Jersey.
County of ESSEX } ss.:
City of NEWARK

On this 30th day of September, 1929, before me, the subscriber, a NOTARY PUBLIC duly commissioned and sworn, personally came JOHN C. GALLAGHER who, being by me duly sworn, on his oath, saith: That he is the ATTORNEY-IN-FACT of the NEW YORK INDEMNITY COMPANY of the State of New York, and that he resides in the City of NEWARK; that he knows that the NEW YORK INDEMNITY COMPANY, and he knows, not, the corporate seal of the said Company; that the seal affixed to the foregoing instrument is such corporate seal; and it was affixed by the said JOHN C. GALLAGHER and the said Instrument signed by the said JOHN C. GALLAGHER as ATTORNEY-IN-FACT of said Company, attested by deponent as [illegible] by order of the Board of Directors of said Company in deponent's presence 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; 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; and 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) held for the security of its obligations and has a fully paid up, safely invested, and unimpaired capital of One Million Dollars, and said Company has appointed the Commissioner of Banking and Insurance of New Jersey and his successor in office as its true and lawful 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 such appointment, together with the residence and office of such Attorney, within the State of New Jersey; and that the following is a true copy of a By-Law duly adopted by the Board of Directors of the said NEW YORK INDEMNITY COMPANY on the 25th day of July, 1923, at a regular meeting, to wit:

ARTICLE XIII.

SECTION 1. *Signatures required.*—All bonds, recognizances, or contracts of indemnity, policies of insurance, and all other writings obligatory in the nature thereof, shall be signed by the President, a Vice-President, a Resident Vice-President, or Attorney-in-Fact, and shall have the seal of the Company affixed thereto, duly attested by the Secretary, an Assistant Secretary, or Resident Assistant Secretary. All Vice-Presidents and Resident Vice-Presidents shall each have authority to sign such instruments, whether the President be absent or incapacitated, or not, and the Assistant Secretaries and Resident Assistant Secretaries shall each have authority to seal and attest such instruments, whether the Secretary be absent or incapacitated, or not; and the Attorneys-in-Fact shall each have authority, in the discretion of such Attorneys-in-Fact, to affix to such instruments an impression of the Company's seal, whether the Secretary be absent or incapacitated, or not, or to attach the individual seal of the Attorneys-in-Fact thereto, or to use the scroll of the Attorneys-in-Fact, or a wafer, wax, or other similar adhesive substance affixed thereto, or a seal of paper or other similar substance affixed thereto by mucilage, or other adhesive substance, or use the word "SEAL" or the letters "L. S." opposite the signature of such Attorneys-in-Fact, as the case may be.

Sworn and subscribed in the City of Newark *in the County of* Essex *and State of* New Jersey *this* 30th *day of* September *A. D.* 1929 *before me, a* NOTARY PUBLIC *duly commissioned and sworn.*

John C. Gallagher

James E. Nowack

CRMC-Motley1000-Subj-003507

NEW YORK

FINANCIAL STATEMENT, DECEMBER 31st, 1928

SPENCER, WELTON, President. HUBERT J. HEWITT, Secretary

ASSETS

Stocks and Bonds at Market	$5,562,908.00
Collateral Loans	700,000.00
Cash	359,243.55
Unpaid Premiums (Less than 90 Days old)	1,505,145.19
Accounts Receivable and Accrued Interest	440,368.91
Total	$8,567,665.65

LIABILITIES

Reserve for Unearned Premiums	$3,045,808.20
Reserve for Contingent Claims Less Reinsurance	3,141,888.49
Reserve for Taxes and Commissions	459,174.43
Accounts Payable	240,995.36
Reinsurance in Companies Not Entered in New York	65,732.96
Capital	1,000,000.00
Surplus	614,066.21
Total	$8,567,665.65

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

I, T. J. Flynn, Assistant Secretary of the New York Indemnity Company, do hereby certify that the above is a true statement of the assets and liabilities of said Company as of December 31st, 1928, to the best of my knowledge and belief.

Company's Seal

Thomas J. Flynn

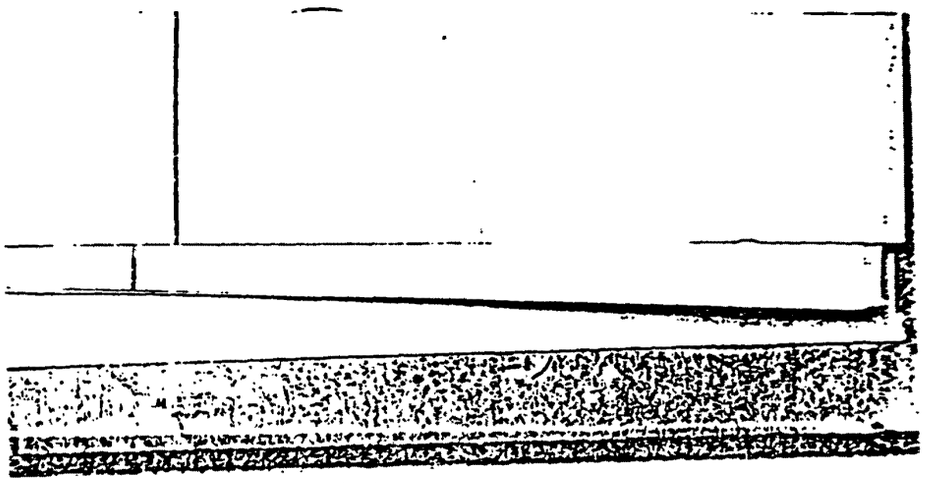
STATE OF NEW YORK, }
COUNTY OF NEW YORK } ss.

Subscribed and sworn to before me, a Notary Public of the State of New York, in the City of New York, this 4th day of February A. D. 1929.

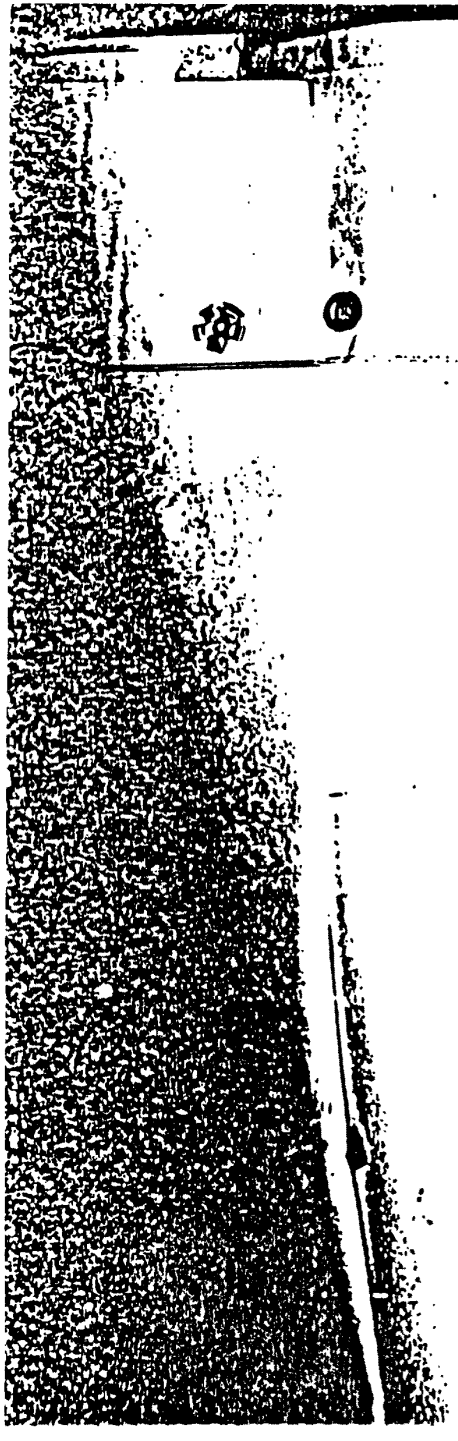
Notary's Seal

George C. Kain

NOTARY PUBLIC
Bronx Co. No. 9, Register's No. 3004-A
Certificate filed in New York Co. No. 486,
Register's No. 6-376
Commission Expires March 30, 1930



CRMC-Motley1000-Subj-003508



NEW JERSEY SUPREME COURT
SOMERSET COUNTY

ANGELINA DeMURO GRAZIOSI,
administratrix ad prosequendum,
of the rights, goods, chattels
and credits of MICHAEL DeMURO,
deceased,

Plaintiff,

-vs-

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

Defendants.

Action at Law
BOND ON REMOVAL

Hobart & Minard, Esqs.,
Attorneys of Defendant,
appearing specially,
24 Branford Place,
Newark, N. J.

F I L E D

Oct 10 1929

Fred L. Bloodgood

Clerk

CRMC-Motley1000-Subj-003509

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J[illegible] Y [illegible] COURT
[illegible] COUNTY

ANGELINA De [illegible], administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased,

Plaintiff,

-vs-

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

Defendant.

Action at Law

[illegible]

[illegible] due notice to the attorney for plaintiff in the above entitled cause, it is on this Eighth day of [illegible]ctober, 1929, on motion of Hobart & Minard, attorneys for the defendant therein;

[illegible] 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 the foregoing order be entered.

Entered [illegible]ctober 1929
on motion of

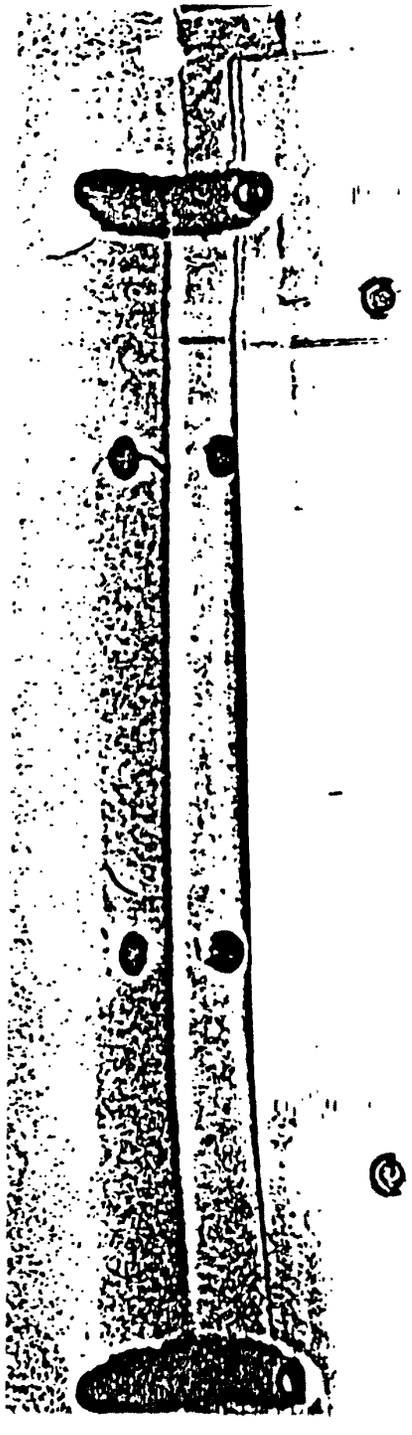
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Attorneys of Defendant, appearing specially.

P. McFarlane

J. S. C.

CRMC-Motley1000-Subj-003510



NE JERSEY SUPREME COURT
SOMERSET COUNTY

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

ANGELINA DeMURO GRAZIOSI,
administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased,

Plaintiff,

-vs-

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

Defendant.

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ORDER FOR REMOVAL

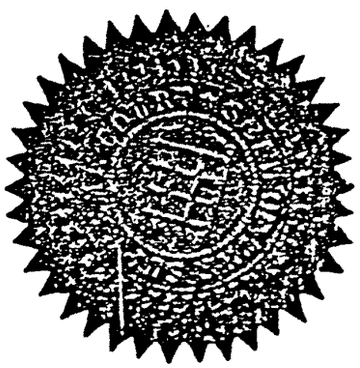
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Hobart & Minard
Attys. for Defendant,
appearing specially,
24 Branford Place,
Newark, N. J.

CRMC-Motley1000-Subj-003511

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Fred L. Bloodgood,
I, ~~Edward J.~~ Kelleher, 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 Fifteenth day of October A. D. nineteen hundred and twenty-nine.

Fred L. Bloodgood
Clerk.

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New Jersey Supreme Court

Somerset County

Angelina DeMuro Graziosi,
administratrix ad prosequendum
of the rights, goods, chattels
and credits of Michael DeMuro
Deceased,

Plaintiff,

vs.

Johns-Manville Corporation,
a corporation of the State of
New York,

Defendant.

COPY OF PROCEDINGS

Samuel Greenstone,
Attorney for Plaintiff.

FILED

Oct 9 1929

A. D. C. ... CLERK

CRMC-Motley1000-Subj-003513

the plaintiff's intestate as part of the terms of his contract of employment in that the plaintiff's intestate 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's intestate.

FIFTH DEFENSE

The injury and the disease alleged in the complaint were caused by contributory negligence on the part of the plaintiff's intestate in that the plaintiff's intestate 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's intestate, in failing to warn and instruct the plaintiff's intestate to use the mask and other appliances provided by the defendant for the purpose of protecting the plaintiff's intestate against the alleged dangers of his employment.

Holden & Hinman

Attorneys for Defendant.

CRMC-Motley1000-Subj-003514

CRMC-Motley1000-Subj-003515

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY.

ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum of MICHAEL DELURO, deceased, :

Plaintiff, :

-vs- : ACTION AT LAW

JOHNS-MANVILLE CORPORATION, a corporation of the State of New York, : R E P L Y

Defendant. :

Plaintiff, Angelina DeMuro Graziosi, administratrix ad prosequendum of Michael DeMuro, deceased, for reply to the answer of the defendant Johns-Manville Corporation , says that:-

1. She denies all the affirmative defenses set forth in the answer of the defendant, Johns-Manville Corporation.

Samuel Greenstone
ATTORNEY FOR PLAINTIFF.

CRMC-Motley1000-Subj-003516

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY.

ANGELINA DE MURO GRAZIOSI, Administratrix ad prosequendum of MICHAEL DE MURO, deceased,

Plaintiff,

-vs-

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

Defendant.

AFFIDAVIT OF FRANCIS E. PARTRIDGE

STATE OF NEW JERSEY :
: ss.
COUNTY OF ESSEX :

FRANCIS E. PARTRIDGE, being duly sworn, according to law, on his oath, says:

I reside at Bound Brook, N. J. and am employed by Johns-Manville Corporation as Cashier and was so employed on December 9, 1929.

I am a Notary Public of the State of New Jersey and on that date I was requested by Mr. Archibald Hughes of the Johns-Manville Corporation to come to his office at the Manville Plant for the purpose of taking the acknowledgment of Mrs. Graziosi. In accordance with this request, I went to Mr. Hughes' office and I was introduced to Mrs. Graziosi.

I saw at that time a typewritten statement made by her on six sheets of paper. Each of these sheets purported to be signed by Mrs. Graziosi. I showed her the name on each sheet and asked if that was her signature and she said that it was.

She is of Italian Nationality but understands some English and apparently understood what I asked her. I then asked her if she understood

CRMC-Motley1000-Subj-003517

what she had signed and she said that she did and I thereupon signed the acknowledgment which appears on pa 6 of the sheets hereto attached.

Before I took the acknowledgment of Mrs. Grazios I also asked Mr. Carmine Ruggiero if he had interpreted the statement in Italian to Mrs. Graziosi and he said t he had done so.

At the time of my conversation with Mrs. Grazios the following were present:

Mr. Archibald Hughes
Mr. Emil Ramer
Mr. Carmine Ruggiero
Miss Charlotte Wolf.

Subscribed and sworn to :
before me this 10th day :
of February, 1930. :

Geo. A Hobart
A Notary Public of N J.

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

ANGELINA DE MURO GRAZIOSI, Administratrix ad prosequendum of MICHAEL DE MURO, Deceased,

Plaintiff,

-vs-

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

Defendant.

AFFIDAVIT OF CHARLOTTE WOL

STATE OF NEW JERSEY :
: ss.
COUNTY OF ESSEX :

CHARLOTTE WOLF, being duly sworn, according to law, on her oath, says:

I reside at 105 East Main Street, Bound Brook, N. J., and I am employed at the Manville N. J. plant of the Johns-Manville Corporation as a stenographer in the office of Mr. Hughes, General Manager of the plant.

On December 9, 1929, at the request of Mr. Hughes, I was present at an interview between Mr. Emil Ramer and Mrs. Angelina De Muro Graziosi, which interview was conducted in Mr. Hughes' office at the Manville plant, in the presence of Mr. Carmine Ruggiero, Mr. Archibald Hughes, Mr. Anthony De Muro, Mr. Joseph De Muro, and Mrs. Anthony De Muro, at which time I was directed to stenographically report the questions and answers. Mr. Ramer propounded certain questions in English and thereafter Mr. Ruggiero spoke in Italian to Mrs. Graziosi. Mrs. Grazioso then responded in Italian and Mr. Ruggiero interpreted the response in English, which response I reported stenographically, together with the questions asked in English by Mr. Ramer.

CRMC-Motley1000-Subj-003519

Then the interview was concluded, I retired to another room and transcribed my notes to six typewritten pages, which pages I delivered to Mr. Ramer in the presence of the persons above named. I then retired from the room in which the interview was conducted and thereafter I was again requested to report to Mr. Hughes' office and a form of acknowledgment was dictated to me by Mr. Ramer. He also directed me to prepare statements by Carmine Ruggiero, Joseph De Muro, Anthony De Muro and Adeline De Muro, which statements I reduced to typewritten form on page 6 of the stenographic report of interview heretofore referred to and upon two unnumbered pages which were thereafter attached to the stenographic report.

I have examined the eight typewritten sheets attached hereto and the same are in the same condition as when finally delivered by me to Mr. Ramer in Mr. Hughes' office on December 9, 1929, the signatures upon the last three pages having been written thereon by the various persons named in the statements, in my presence, as well as in the presence of the other persons who attended the interview above named.

Subscribed and sworn to :
before me this 10th day :
of February, 1930. :

Geo. A Hobart
Notary Public N.J.

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UNITED STATES DISTRICT COURT.
DISTRICT OF NEW JERSEY.

ANGELINA DE MURO GRAZIOSI, administratrix ad prosequendum of MICHAEL DE MURO, deceased,

Plaintiff,

vs

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

Defendant.

AFFIDAVIT OF CARMINE RUGGIERO.

STATE OF NEW JERSEY:
:ss.
COUNTY OF ESSEX :

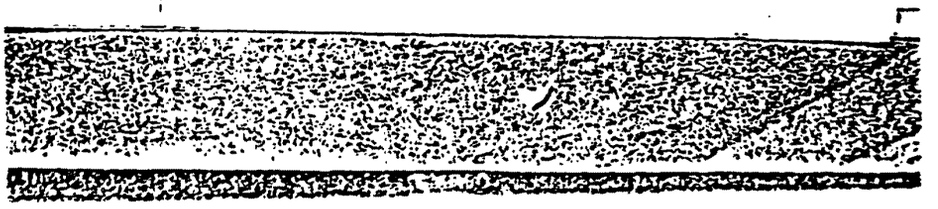
CARMINE RUGGIERO, being duly sworn, according to law, on his oath, says:

I reside at 415 Avenue L, Brooklyn, New York. I am of Italian nationality and speak the Italian and English languages.

At the request of Mr. Ramer I went with him to the Manville plant of the defendant company, on December 9, 1929 and was present at the office of Mr. Hughes, manager of the plant, and a statement was taken from Mrs. Angelina DeMuro Graziosi. At the time this statement was taken there were present Joseph DeMuro and Anthony Demuro who I was informed are sons of Mrs. Graziosi and also Mrs. Adeline DeMuro, who I am informed is the daughter-in-law of Mrs. Graziosi; there were also present Mr. Archibald Hughes, Mr. Emil Ramer and Miss Charlotte Wolf, stenographer.

Miss Wolf was asked to make a stenographic record of the interview.

Questions were asked of Mrs. Graziosi by Mr. Ramer. These questions were put in English and I interpretted each of them in Italian to Mrs. Graziosi



CRMC-Motley1000-Subj-003521

to which she replied in Italian and I then interpretted her answers in English and the same were recorded by Miss Wolf.

After the interview was finished Miss Wolf transcribed the questions and answers in typewriting on six sheets and I then read the typewritten transcript in Italian to Mrs. Graziosi in the presence of her said two sons and daughter-in-law and asked her if the same was true and she said that it was true and that she was willing to sign same.

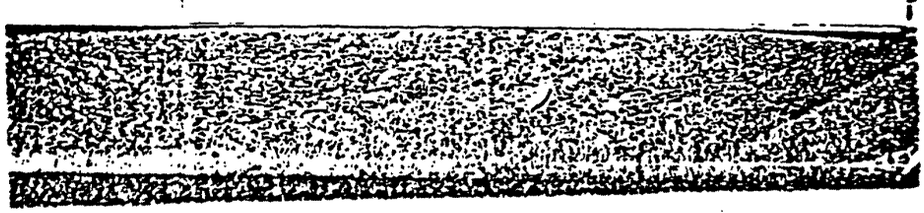
I interpretted the entire statement to her correctly in the Italian language before she signed the same.

After I had interpretted the statement to her she then signed each of the five sheets at the bottom thereof and then signed sheet number 6 about in the middle of the page at the end of the questions and answers.

Joseph DeMuro, Anthony DeMuro and Adeline DeMuro also signed each of the five sheets in my presence and also witnessed the signature of Mrs. Graziosi on page 6.

I then signed a certificate at the bottom of page 6 stating that Mrs. Graziosi acknowledged that she understood the statement.

Thereafter a Notary Public was called to the office and he asked me if I had interpretted the statement in Italian to Mrs. Graziosi and I said that I had done so. I heard the Notary then ask Mrs. Graziosi in English if she understood what she had signed and she said that she did understand. I observed that she understood some English. The Notary thereupon took her acknowledgment to the statement and the same appears on sheet number 6.



Graziosi v. Johns-Manville, Wrongful Death Suit for Michael DeMuro (1929)
ACL Doc 23901 · Page 33 of 51
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on the two sheets following said number 6 the said two sons and daughter-in-law of Mrs. Graziosi signed in my presence the statements that appear on said sheets.

I have examined sheets number 1 to 6 of the typewritten statement shown to me today and the the two sheets following the same without number. All of these sheets are in the same condition and the signatures thereon are the same as when they were signed in my presence on December 9, 1929.

Subscribed and sworn to before me this 10th day of February, 1930. :

Carmine Ruggiero

Geo. C. Hobart

Notary Public of N. J.

CRMC-Motley1000-Subj-003523

E. RAMER IN THE PRESENCE OF MR. ANTHONY DE MURO, JUN. ATTORNEY DE MURO AND MR. CARMINE RUGGIERO, ITALIAN INTERPRETER.

Q. What is your name ?

A. Angdina De Muro Graziose.

Q. How old are you ?

A. Sixty-one years old.

Q. Are you a widow ?

A. Yes.

Q. How many times were you a widow ?

A. Twice.

Q. What was Michael De Muro to you ?

A. My first son.

Q. Where was he born ?

A. In Italy.

Q. How long are you living in Manville ?

A. Sixteen years.

Q. There did you come from ?

A. From Hoboken.

Q. There was your son working in Hoboken ?

A. For Fisher Candy factory as a truck driver.

Q. When did you come to Manville ?

A. 1913.

Q. How old was Michael when you came to Manville ?

A. About 21 or 22 years.

Q. Was he single ?

A. Single.

Q. Where did he work when you came to Manville.

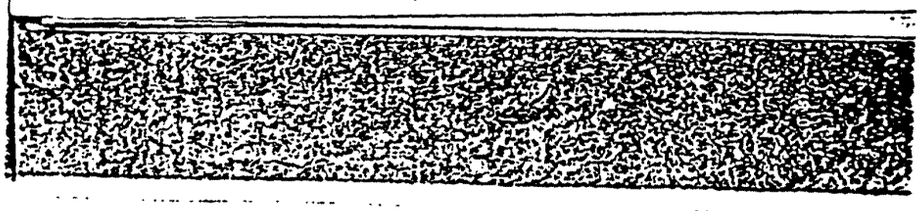
A. He worked in "C" Building in Manville Factory, Johns-Manville Company, then in "A" Building.

Q. How long did he work in Manville Factory ?

A. About ten or twelve years.

Angelina De Muro Grazio

Joe De Muro
Anthony De Muro
Carmine G. De Muro



CRMC-Motley1000-Subj-003524

Q. Straight ten or 12 years ?

A. No. In the meantime, he went to war.

Q. How long was he in the war ?

A. The first time, nine or ten months.

Q. When he came back from war, did he get a job in the Manville Factory ag

A. Yes.

Q. How long did he work after the war here ?

A. he worked for a few years and then enlisted in the United States Army and when he came back from the army, he got a job back again with the Johns-Manville Co.

Q. When did Michael get married ?

A. In 1924. He was 33 years of age when he got married.

Q. What church was he married in ?

A. Sacred Heart Church in Manville, N. J.

Q. What was his wife's name ?

A. Josephine Palumbo.

Q. Where did his wife come from ?

A. Pennsylvania.

Q. What city ?

A. Wilkes-Barre, Penna.

Q. How old was she ? when she got married ?

A. About twenty-eight.

Q. Where did they take out license ?

A. In Belle Meade, N. J.

Q. Did the wife of Michael De Muro ever work in Manville Factory ?

A. She worked there before she was married.

Q. How long ago ?

A. I don't know, because I didn't know the girl at that time.

Q. Do you know the parents of the wife ?

A. Yes, they live across the street, but we are not on speaking terms.

Q. What was your daughter-in-law's father's name ?

A. Felix Palumbo.

Q. Did your daughter-in-law have a baby

A. Yes.

Q. What is the child's name ?

Angelina DeMuro Graziosi
Joe DeMuro
Anthony DeMuro
Adeline E DeMuro

Q. What is the child's name ?

A. Angelina.

Q. How old is the child ?

A. She is four years.

Q. How long did you have the baby ?

A. From the time she was born.

Q. Where was the baby born ?

A. Here in Manville.

Q. Who was the doctor who took the baby ?

A. Dr. Pogoleff.

Q. Is it a fact that you had to take the baby because your son was separated from his wife ?

A. Yes.

Q. When was that ?

A. About a year after the birth.

Q. Why did you have to take care of the baby when the baby was born ?

A. After the child's birth, the mother and child were sent to the Bonnie Burns Hospital for the mother's health, and a couple of months after, I took the baby out because the father wanted it home.

Q. Where was the father working at that time.

A. In Manville Factory.

Q. Was the father sick at that time with lung trouble when the baby was bo and the wife was in Bonnie Burns Hospital ?

A. No. He was a very strong man at that time.

Q. What was the health of Josephine De Muro shortly after the child was bo

A. After the child was born, my daughter-in-law was taken sick with rheumat and lung trouble set in and she was transferred to the Sanitarium.

Q. What was the health of your son at this time ?

A. He was fine.

Q. Was he working steady ?

A. Yes, he worked nights.

Q. Who treated Josephine De Muro in the Hospital ?

A. I don't know. Angelina De Muro Graziosi

Joe De Muro

Anthony De Muro

Adeline F De Muro

Q. Was your daughter...

lung trouble ?

A. I don't know.

Q. Can you tell me when your son separated from his wife ?

A. About a year after.

Q. How old is the baby ?

A. She will finish four years on the 22nd of February, 1930.

Q. How long is your son dead ?

A. He died January 14, 1929.

Q. When did your son start to complain about his lungs ?

A. Sometimes after he married Josephine, but he did not show any weakness for some time and he was able to work.

Q. Did your son pay you any money for keeping the baby ?

A. Only when he was working, he gave me something. When he didn't work, I got nothing, and I want to say all I can tell you some more about my daughter-in-law is that she never came back to my son to live again after she left Bonnie Burns Hospital, after she left Saranac Lake Sanitarium and after she left Whitehaven, and this was the last place she was in.

Q. When did your daughter-in-law die ?

A. She died a week before my son died.

Q. Now tell me, Mrs. Graziose, is it a fact that from the time the baby was born until the time your son, Michael died, Michael did not work much and did not give enough money for the support of the baby ?

A. This is right. He did not work much, because he was sick with lungs and I out of my own pocket had to help the baby out. I bought her clothes and I bought her shoes, and I supported her, as if she was my own baby.

Q. How long before your daughter-in-law married your son was it that she worked in the Johns-Manville factory ?

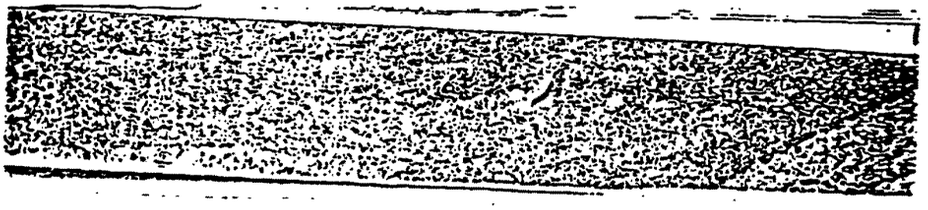
A. A long time ago. Many years.

Angelina DeMuro Graziose

Joe DeMuro

Anthony DeMuro

Adeline DeMuro



Q. After your son died, did you have an mind to sue the Johns-Manville Company for the loss of your son ?

A. I never had any intentions of suing the Johns-Manville Company for the death of my son, because he did not support me and he didn't support the baby, and because I had to give my son money to help him.

Q. Do you know that you are suing the Johns-Manville Co. for the death of your son, Michael ?

A. Yes.

Q. How did you come to sue this Company ?

A. A lawyer came to my home with a Polock, who himself lost two daughters and a son, and he told me that he is the man that will get me money for the death of my son.

Q. What is this lawyer's name ?

A. I don't know.

Q. What did this lawyer tell you ?

A. He said "Do you want something from the Company, because all the other are suing the Company for something ?"

Q. What did you say ?

A. If there is something that I can get the same as the others, all right

Q. Did he speak to you in English ?

A. In English.

Q. Did you understand what you were signing ?

A. The lawyer told me to come to Somerville and he will talk over the case with me. There he asked me to sign papers and I signed them.

Q. How many times was the lawyer in your house ?

A. Once.

Q. How many times was the Polock, Marshall in your house ?

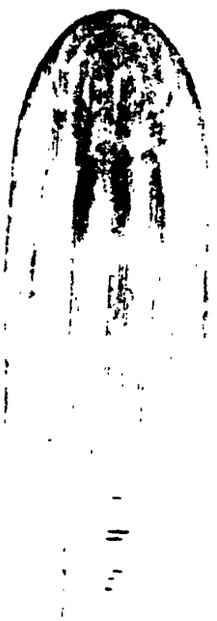
A. Once.

Q. Who took you to Somerville ?

A. I went with the bus myself. The lawyer told me to come to Somerville on a certain day and I went and I signed there certain papers.

Q. Did you ever know this lawyer before ?

A. No. Angelina De Muro Grazioso
Jose De Muro
Anthony De Muro
Pauline De Muro



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A. No, this Polock brought him.

Q. Did you tell this Polock to bring a lawyer ?

A. No.

Q. Do you understand English ?

A. A little bit.

Q. Was your husband a citizen of this country ?

A. Yes.

Q. How long is your husband dead ?

A. August of this year.

Q. Do you want to go on with your case against Johns-Manville Co. ?

A. I don't think so.

Q. Do I understand you want to drop the case against Johns-Manville Co ?

A. Yes, that's right.

Angelina De Muro Graziosi

STATE OF NEW JERSEY (
(SS.
COUNTY OF SOMERSET (

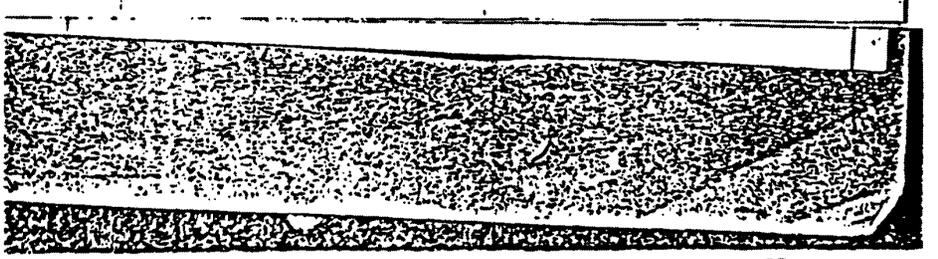
1929

On this 9th day of December, 1929, before me personally appeared, Mrs. Angelina De Muro Graziose, to me known and known to me to be the same person described in and who executed the within instrument and she acknowledged to me that she executed the same.

Witnesses
Le De Muro
Anthony De Muro
Assunta De Muro

I, Carmine Ruggiero, being of full age, hereby certify that I speak, read and write the English language and also the Italian language, which language is the language spoken and understood by Mrs. Angelina De Muro Graziose, who acknowledged to me that she understood the statement she made about her lawsuit against the Johns-Manville Co.

Carmine Ruggiero



CRMC-Motley1000-Subj-003529

I, Joseph De Muro, was present when my mother made a statement to Mr. E. Ramer through the Italian Interpreter, Mr. Carmine Ruggiero, about her case against the Johns-Manville Co., and I am willing to say that my mother made the statement on her own free will, without any threat on the part of Mr. Hughes or Mr. Ramer. She made this statement on her own free will without any promises of any kind on the part of Mr. Hughes or Mr. E. Ramer. This is true and correct.

Joe De Muro

I, Anthony De Muro, was present when my mother made a statement to Mr. E. Ramer through the Italian interpreter, Mr. Carmine Ruggiero, about her case against the Johns-Manville Co., and I am willing to say that my mother made the statement on her own free will, without any threat on the part of Mr. Hughes or Mr. Ramer. She made this statement on her own free will without any promises of any kind on the part of Mr. Hughes or Mr. E. Ramer. This is true and correct.

Anthony De Muro

I, Adeline De Muro, was present when my mother-in-law made a statement to Mr. E. Ramer through the Italian interpreter, Mr. Carmine Ruggiero, about her case against the Johns-Manville Co., and I am willing to say that my mother-in-law made the statement on her own free will, without any threat on the part of Mr. Hughes or Mr. Ramer. She made this statement on her own free will without any promises of any kind on the part of Mr. Hughes or Mr. E. Ramer. This is true and correct.

Adeline E. De Muro

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I, Joseph De Muro, heard the statement read to my mother in the Italian language by Mr. Carmine Ruggiero, and my mother admitted the same is true and correct and she told me that she understood the interpretation fully.

Joe De Muro

I, Anthony De Muro, heard the statement read to my mother in the Italian language by Mr. Carmine Ruggiero, and my mother admitted the same is true and correct and she told me she understood the interpretation fully.

Anthony De Muro

I, Adeline DeMuro, heard the statement read to my mother-in-law in the Italian language by Mr. Carmine Ruggiero, and my mother-in-law admitted the same is true and correct and she told me she understood the interpretation fully.

Adeline E. De Muro

December 9th, 1929

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum of the rights, goods, chattels, and credits of MICHAEL DeMURO, deceased, Plaintiff,
vs.
JOHNS-MANVILLE CORPORATION, a corporation of the State of New York, Defendant.

On motion to Quash Summons and Dismiss Complaint.

RULE TO SHOW CAUSE

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On reading and filing the affidavits presented in behalf of the defendant,

O R D E R E D that the plaintiff and the plaintiff's attorney show cause before this Court on the thirty first day of March, 1930, at 10.30 o'clock A.M., at the court room in the Chamber of Commerce Building, 24 Branford Place, Newark, New Jersey, why the summons herein should not be quashed and the complaint dismissed on the ground that the summons was issued and the complaint filed without the authority of the plaintiff.

FURTHER ORDERED that a copy of this rule and of said affidavits (certified as true copies by the attorneys of the defendant) be served within four days from the date hereof, upon the plaintiff either personally or by leaving same at plaintiff's residence and upon the attorney of the plaintiff either personally or by leaving same at his office in the City of Newark.

FURTHERED ORDERED that on the return day of this rule the parties have leave to take testimony in open court in support thereof and in opposition thereto.

DATED: March 7th 1930.

Rule entered this 10th day of March, 1930, on motion of HOBART & MINARD, Attorneys of Defendant.

George L. Fake
U.S.D.J.

CRMC-Motley1000-Subj-003533

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

ANGELINA DeMURO GRAZICSI, Administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased,

Plaintiff,

vs.

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

Defendant.

On motion to quash summons and to dismiss complaint

AFFIDAVIT OF SERVICE

STATE OF NEW JERSEY :
: ss
COUNTY OF ESSEX :

JOHN MURRAY, being duly sworn, according to law, on his oath, says:

I am employed as a clerk in the office of Hobart & Minard, attorneys of defendant. On Tuesday, March 11, 1930, at 2.30 p. m., I served upon Samuel Greenstone, attorney of record of the plaintiff, a copy of the rule to show cause herein, dated March 7, 1930, duly certified as a true copy by Hobart & Minard, attorneys of defendant, and o the same day I served upon said Samuel Greenstone a copy of the affidavits filed herein by the defendant, duly certifie as true copies by Hobart & Minard, attorneys of defendant.

Said service was made by leaving said copies of said rule to show cause and said affidavits at the offic of said Samuel Greenstone No. 972 Broad St., in the City of Newark, N. J., with the person in charge of said office at said time.

Subscribed and sworn to at Newark, N.J. this 12th day of March, 1930, before me

E. F. Hobart
Attorney at Law of N.J.

John Murray

CRMC-Motley1000-Subj-003534

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

ANGELINA DeMURO GRAZICSI, Administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased,

Plaintiff,

-vs-

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

Defendant.

On motion to quash summons and dismiss complaint

AFFIDAVIT OF SERVICE

STATE OF NEW JERSEY :
: ss.
COUNTY OF SOMERSET :

ARCHIBALD HUGHES, being duly sworn, according to law, on his oath, says:

I am employed by the defendant at its factory in Manville, N. J. On Tuesday, March 11, 1930, I served upon the plaintiff a copy of the rule to show cause herein dated March 7, 1930, and copies of the affidavits filed herein by the defendant, said copies of said rule and affidavits being duly certified as true copies by Hobart & Minard, attorneys of defendant.

Said service was made by leaving said copies personally with the plaintiff at her residence in Manville, N. J.

Subscribed and sworn to at Manville, N.J. this 17th day of March, 1930, before me

Archibald Hughes

A Notary Public of New Jersey

CRMC-Motley1000-Subj-003535

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY.

ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DeMURO, deceased, Plaintiffs, -vs- JOHNS-MANVILLE CORPORATION, a corporation of the State of New York, Defendant.	ON MOTION TO QUASH SUMMONS AND DISMISS COMPLAINT. ORDER.

This matter coming on to be heard before me, in the presence of the attorneys of the parties (Samuel Greenstone appearing for the plaintiff and Hobart & Minard appearing for the defendant), on the return of the rule to show cause allowed herein on March 7th, 1930, why the summons should not be quashed and the complaint dismissed on the grounds stated in said rule, and the court having taken the testimony of the parties in open court, and it appearing that the attorney for the plaintiff was properly retained and authorized to commence the above action; and the attorneys for the defendant having consented in open court to the dismissal of the said rule;

It is, on this 15th day of April, 1930,

ORDERED, that the said rule to show cause be and the same is hereby dismissed without costs.

Samuel Greenstone

CRMC-Motley1000-Subj-003536

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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.

FOR THE DISTRICT OF NEW JERSEY

ANGELINA DeMURO GRAZIOSI, admx. ad pros. of MICHAEL DeMURO, deceased,

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* 30, *at* ~~the Court House~~ 24 Commerce St., *in* Newark, N. J. *in and for the* ~~County~~ 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 April 23d *A. D. 19* 30.

Samuel Greenstone.
Attorney of Plaintiff.

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

CRMC-Motley1000-Subj-003537

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

Angelina DeMuro Graziosi, Admx. &c.

vs. : No. L-2015

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.

CRMC-Motley1000-Subj-003538

Notice of Trial—All Law Cou[illegible]—3

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

UNITED STATES DISTRICT **Court.**
FOR THE DISTRICT OF NEW JERSEY.

ANGELINA DEMURO GRAZIOSI, administratrix ad prosequendum of the rights, goods, chattels and credits of MICHAEL DE MURO, deceased,
Plaintiff,
vs.
JOHNS-MANVILLE CORPORATION, a corporation of the State of New York,
Defendant.

Action at law

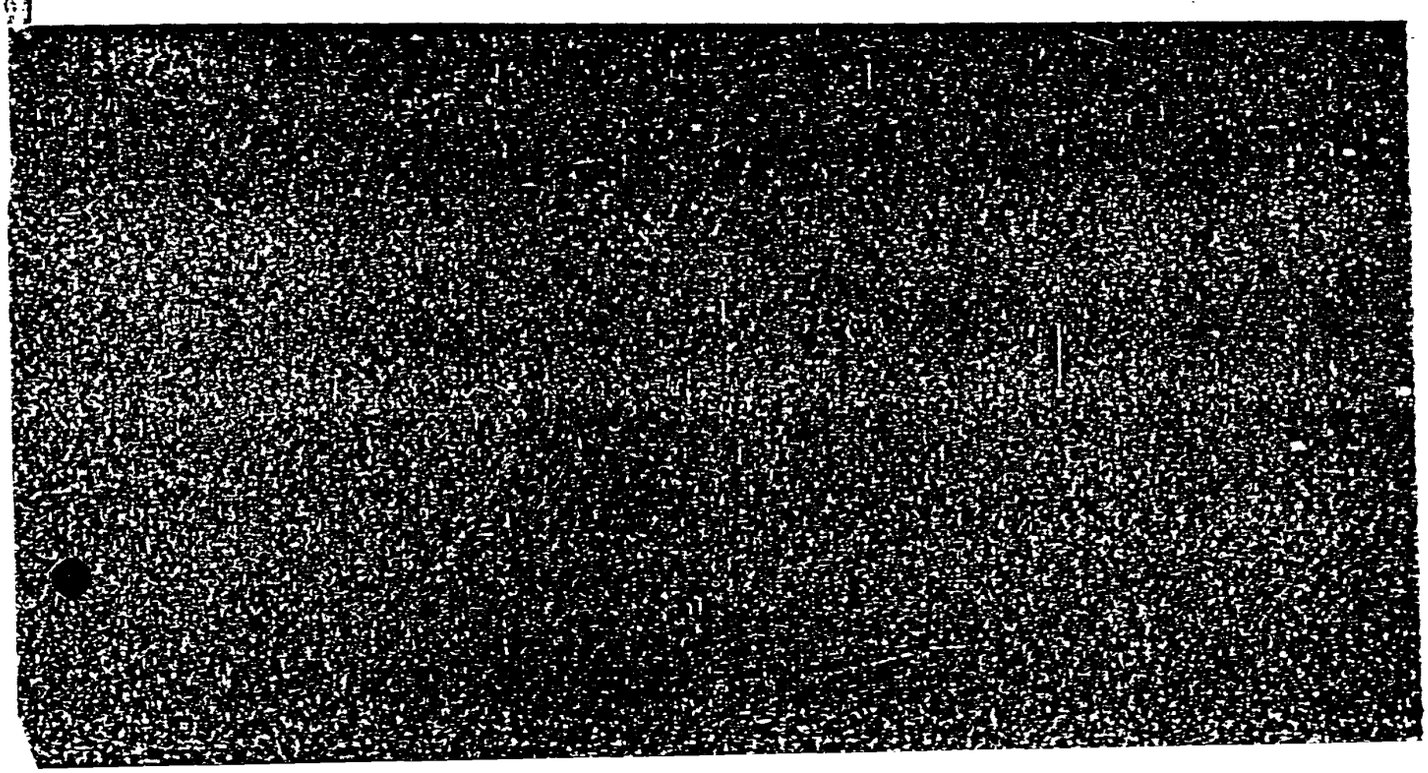
Notice of Trial.

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* Lefcourte 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 Gumtane
Attorney of Plaintiff.

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



CRMC-Motley1000-Subj-003539

UNITED STATES DISTRICT Court
FOR THE DISTRICT OF NEW JERSEY

ANGELINA DeMURO GRAZIOSI, administratrix ad prosequendum of MICHAEL DeMURO, deceased,

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 to either party as against the other.

George T. Cranmer
Judge

By Charles A. Chanin
Deputy

Entered June 13, 1934

On motion of
Harold N. Hazard
Attorneys of defendant.

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

Samuel Greenstone
Attorney of Plaintiff.