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

(L.S.)

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, deceased,

Plaintiff,

Defendant.

You are summoned to answer the annexed complaint of Susie Rinaldo, executrix of the estate of Nicholas Rinaldo, deceased, 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, [illegible] the year 1929, and for several years prior thereto.

WITNESS: Honorable William S. Gummere, Chief Justice of the Supreme Court, at Trenton, New Jersey, this 22nd day of October, 1929.

Fred L. Bloodgood
Clerk

Samuel Greenstone,
Attorney for Plaintiff

2. The said defendant employed the testator at [illegible] in the manufacture of asbestos products for commercial purposes.

3. The said defendant employed the testator at [illegible] in the manufacture of said asbestos products, and the said defendant not only knew, but should have known, that the said asbestos products contained certain dangerous, injurious 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 danger of the 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 to escape and to come into close proximity of the testator's person and exposed the testator so that he came into contact

M-756

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NEW JERSEY SUPREME COURT
SOMERSET COUNTY

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, deceased,

Plaintiff,

vs.

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

Defendant.

ACTION AT LAW

COMPLAINT

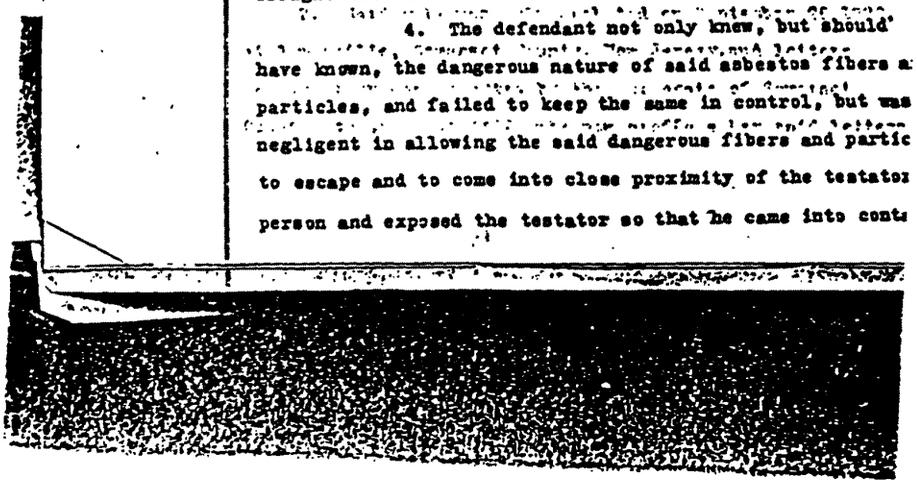
The plaintiff, Susie Rinaldo, executrix of the estate of Nicholas Rinaldo, deceased, residing at Manville, New Jersey, says that:

1. The testator, Nicholas Rinaldo, 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 here in set forth, was engaged in the manufacture of asbestos products for commercial purposes.

3. The said defendant employed the testator 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 a particles, and failed to keep the same in control, but was negligent in allowing the said dangerous fibers and partic to escape and to come into close proximity of the testator person and exposed the testator so that he came into cont



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with, and inhaled, the said dangerous fibers and particles to the extent that his bronchial tubes, lungs and body became infected with the same, children, Angelo Rinaldo, 13 years of age, and [illegible]. The testator was not informed or warned by the said defendant, and had no knowledge of the nature of the said dangerous asbestos fibers and particles with which he was so brought into close proximity by the defendant's negligence.

6. The negligence of the defendant complained of is as follows: Plaintiff, as executrix, as aforesaid, for the

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

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

7. The said asbestos fibers and particles were introduced into the testator's body at the time and place aforesaid, so that the testator 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.

8. The decedent, Nicholas Rinaldo, left a will under which the plaintiff was made executor of the estate of the said Nicholas Rinaldo.

9. Said will was duly probated on September 28, 1929, at Somerville, Somerset County, New Jersey, and letters testamentary were granted by the Surrogate of Somerset County, to the plaintiff, who now proffers her said letters.

Assistant Secretary.

CRMC-Motley1000-Subj-004087

10. The testator left surviving him, his widow, Susie Rinaldo and his children, Angelo Rinaldo, 13 years of age; Beaty Rinaldo, 12 years of age; Helen Rinaldo, 11 years of age; Susie Rinaldo, 10 years of age; Nicholas Rinaldo 6 years of age; Annie Rinaldo, 5 years of age; Paul Rinaldo, 3 years of age, and Lena Rinaldo, 3 months of age; all dependent upon the said testator for support.

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

12. The said next of kin suffered pecuniary losses by reason of the death of the said Nicholas Rinaldo, in the sum of $50,000.00.

Plaintiff demands the sum of $50,000.00 as damages from the defendant.

Samuel Greenstone
Attorney for Plaintiff.

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Oct. 24, 1929. I served the within summons and complaint upon Johns-Manville Corporation, a corporation of the State of New York, by serving Archibald Hughes, its Superintendant personally, at the Johns-Manville plant at Manville, N.J. Ira E. Brokaw, Sheriff,
Fees $3.78 By Ellsworth Brokaw, Under Sh

SOMERSET COUNTY

SUSIE RINALDO, executrix of the estate of Nicholas Rinaldo, 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 St.
Newark, N.J.

FILED

Oct 28 1929

Fred L. Bloodgood
Clerk

CRMC-Motley1000-Subj-004089

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defendant thereto.

NEW JERSEY SUPREME COURT
SOMERSET COUNTY.

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, 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 underand 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 $50,000.00, the amount demanded by the plaintiff in said suit as damages from your petitioner, the

Assistant Secretary.

CRMC-Motley1000-Subj-004090

defendant therein.

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 October 24, 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 yet expired but will expire on November 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, &c.

JOHNS-MANVILLE CORPORATION
By L. R. Hoff
Treasurer Vice-Pres.

Attest:
Clarence P. Sager.
Assistant Secretary.

(28)

HOBART & HOBART
Attorneys of Petitioner,
appearing specially.

D. C.

Assistant Secretary.

Rinaldo v. Johns-Manville, Court Papers (1929)
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STATE OF NEW YORK :
: 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 Pres 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 $3,000.00; 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 31st
day of October,1929,before
me T. C. Brewer, Jr
duly commissioned and sworn
as witness my hand and of-
ficial seal.

L. R. Hoff

(N.P.) T. C Brewer, Jr
Notary Public
New York County
#753

A. D. 19

Secretary.

CRMC-Motley1000-Subj-004092

NEW JERSEY SUPREME COURT

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, deceased,

Plaintiff,

-vs-

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

Defendant.

Action at Law

PETITION FOR REMOVAL

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

FILED

Nov 12 1929

Fred L. Bloodgood

Clerk

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO,

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NEW JERSEY SUPREME COURT
SOMERSET COUNTY

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, deceased,
Plaintiff,

-vs-

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

Action at Law

NOTICE FOR REMOVAL

TO - SAMUEL GREENSTEIN, ESQ.,
Attorney for Plaintiff.

PLEASE TAKE NOTICE that on Saturday, November 9, 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.

Respectfully,

DATED Oct. 30th 1929.

HYBART & MILLARD

Attorneys for Defendant,
appearing specially.

at the City of New York, this 30th day of October A. D. 1929
Assistant Secretary.

CRMC-Motley1000-Subj-004094

NEW JERSEY SUPREME COURT
SOMERSET COUNTY
- - - - - - - - - - - - - - - -

SUSIE RINALDO, executrix of
the estate of NICHOLAS
RINALDO, deceased,

Plaintiff,

-vs-

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

Defendant.

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

Action at Law
NOTICE FOR REMOVAL
- - - - - - - - - - - - - - - -

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

Service of the within
Notice for Removal is hereby
acknowledged this 30th
day of October, 1929.

Samuel L. Greenberg
Attorney for Plaintiff.

F I L E D
Nov 12 1929
Fred L. Bloodgood
Clerk

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

SUSIE RINALDO, executrix of

CRMC-Motley1000-Subj-004095

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, 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 SUSIE RINALDO, executrix of the estate of also NICHOLAS RINALDO, 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 SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, 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 October, 1929.

JOHNS-MANVILLE CORPORATION
By [illegible]
Attorney-in-fact

WHEREAS, the above named SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, deceased, 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

of the City of New York, this 29th day of October A. D. 19 29
Company.
Assistant Secretary.

CRMC-Motley1000-Subj-004096

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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.

In witness whereof, the said deponent subscribed the same as witness to the execution thereof.

JOHNS-MANVILLE CORPORATION

By L. A. Huff
Treasurer

Vice President

Attest:

(Seal) Clarence L. Sayer
Assistant Secretary.

Clarence L. Sayer

NEW YORK INDEMNITY COMPANY

By John C. Gaffney
Attorney-in-Fact

(Seal)

Witness:

Michael A. Burke
As to Surety

(Seal)

day of October A. D. 19 29

Assistant Secretary.

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STATE OF NEW YORK
COUNTY OF NEW YORK

BE IT REMEMBERED, that on this 31st day of October, in the year of our Lord, One thousand nine hundred and twenty-nine, before me, the subscriber, T. C. Brewer, Jr.

personally appeared Clarence L. Sayer 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 [illegible] Vice Pre 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. YORK INDEMNITY COMPANY has caused these [illegible] day of [illegible] A. D. 19[illegible]

Subscribed and sworn to at New York, N.Y. this 31st day of October, 1929, before me T. C. Brewer, Jr. duly commissioned and sworn as witness my hand and official seal.

New York Indemnity Company
[illegible] Vice President.
Clarence L. Sayer

STATE OF NEW YORK
COUNTY OF NEW YORK

On [illegible] A. D. 1929 before me personally came T. C. Brewer, Jr. 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.

1713

[illegible]
Notary Public.

(Seal)

NEW YORK

I, [illegible] 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 October A. D. 1929

Assistant Secretary.

CRMC-Motley1000-Subj-004098

County of [illegible]

City of [illegible]

Know all Men by these Presents, that the NEW YORK INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of 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, individually

of Newark and State of New Jersey duly commissioned and sworn, each duly sworn, on his oath, its true and lawful Attorney in fact 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

(Seal)

New York Indemnity Company

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 Dana
Notary Public.

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 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 October A. D. 1929

T. J. Flynn
Assistant Secretary.

CRMC-Motley1000-Subj-004099

County of ESSEX } ss.:
City of NEWARK }

On this 31st day of October, 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 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, 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
the *in the County of*
and State of
this 31st day
A. D. 192 9
PUBLIC

John C. Gallagher

Isaac,

CRMC-Motley1000-Subj-004100

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New York Indemnity Company

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.

Thomas J. Flynn

Company's Seal

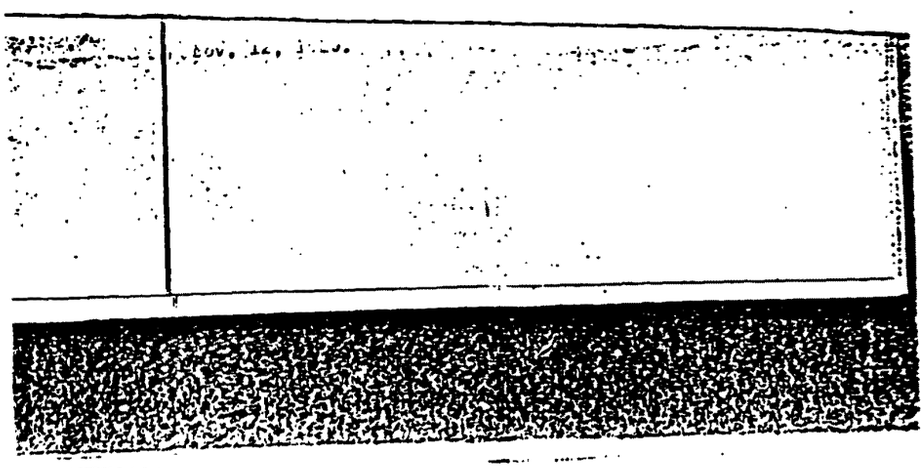
STATE OF NEW YORK, }
COUNTY OF NEW YORK } ss.

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.

George L. Kaiser

NOTARY PUBLIC
Bronx Co. No. 9, Register's No. 3004-A
Certificate filed in New York Co. No. 695,
Register's No. 6-376
Commission Expires March 30, 1930

Notary's Seal



CRMC-Motley1000-Subj-004101

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, deceased,

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
24 Branford Place
Newark, N.J.

FILED
Nov 12 1929
Fred L. Bloodgood
Clerk

CRMC-Motley1000-Subj-004102

NEW JERSEY SUPREME COURT
SOMERSET COUNTY

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, deceased,

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 ninth day of November, 1929, on motion of Hobard & 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 hereby is 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 Nov. 9th 1929
On motion of

HOBART & MINARD

Attorneys of Defendant
appearing specially.

Rule actually entered
Nov, 12, 1929.

O.W. Parker
J.S.C.

CRMC-Motley1000-Subj-004103

SUSIE RINALDO, executrix
of the estate of NICHOLAS
RINALDO, deceased,

Plaintiff,

-vs-

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

Defendant.

Action at Law

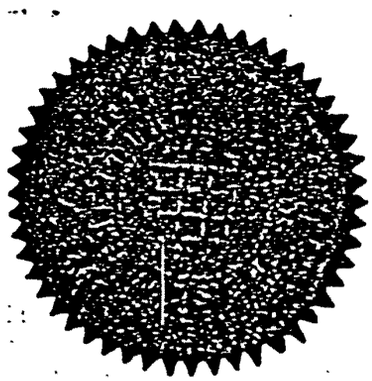
ORDER FOR REMOVAL

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

CRMC-Motley1000-Subj-004104

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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 Third day of December A. D. nineteen hundred and twenty-nine.

Fred L. Bloodgood
Clerk.

CRMC-Motley1000-Subj-004105

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, deceased,	:	
Plaintiff,	:	Action at Law
-vs-	:	A N S W E R
JOHNS-MANVILLE CORPORATION, a Corporation of the State of New York,	:	
Defendant.	:	

The 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 the plaintiff's intestate was in its employ at its plant in Manville, N. J., from December 28, 1926, to May 25, 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 tha it employed the plaintiff's intestate from December 28,1926, to May 25, 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's intestate as part of the terms of his contract of employment.

THIRD DEFENSE

The injury and the disease alleged in the complaint

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were due to one of the risks of his employment assumed by 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.

Holland & Kinnard
Attorneys for Defendant.

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UNITED STATES DISTRICT COURT,

FOR THE DISTRICT OF NEW JERSEY.

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, deceased, Plaintiff, -vs- JOHNS-MANVILLE CORPORATION, A Corporation of the State of New York, Defendant.	ACTION AT LAW R E P L Y.

Plaintiff, Susie Rinaldo, executrix of the estate of Nicholas Rinaldo, deceased, for reply to the answer of the defendant, Johns-Manville Corporation, a Corporation of the State of New York, says that;-

1. She denies all the affirmative defenses, stated in the answer of the defendant, Johns-Manville Corporation, a Corporation of the State of New York.

Samuel Greenstone
ATTORNEY FOR PLAINTIFF.

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY.

SUSIE RINALDO, Executrix of the estate of NICHOLAS RINALDO, deceased,

Plaintiff,

-vs-

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

Defendant.

Action at Law

AFFIDAVIT OF EMIL RAUER

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

EMIL RAUER, being duly sworn according to law on his oath says that:

I reside at #2805 Fourth Avenue, Astoria, Long Island, New York.

On November 29, 1929, I interviewed Mrs. Susie Rinaldo at the office of Mr. Archibald Hughes, General Manager of the Manville, N. J. plant of the Johns-Manville Corporation. There was present at the interview in addition to Mrs. Rinaldo and myself Mr. Archibald Hughes, Mrs. Mildred Franzoso, Miss Charlotte Wolf and Mr. Carmine Ruggiero. Mrs. Rinaldo could speak very little English and I found that it was necessary to carry on the conversation with her in her native tongue -- Italian -- and for that purpose I asked Mr. Ruggiero to act as interpreter, he being familiar with both the English and Italian languages. Through Mr. Ruggiero I explained to Mrs. Rinaldo that I desired to take a statement from her as to the facts and circumstances which led up to the institution of a suit in the name of Susie Rinaldo, executrix of the estate of Nicholas Rinaldo, deceased, against the Johns-



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and she stated that she was entirely willing to give me all the information she had with respect to the case. I directed Miss Wolf to stenographically report the questions I would ask in English and the answers given by Mrs. Rinaldo as they were translated to English by Mr. Ruggiero. I then propounded various questions which were translated to Mrs. Rinaldo by Mr. Ruggiero and her answers were given in Italian and translated by Mr. Ruggiero to English. When the interview was concluded I directed Miss Wolf to retire to another room and there prepare a typewritten transcript of the notes taken and after a short time she delivered to me six pages of typewritten matter. I then handed the transcript to Mrs. Franzoso and requested that she read the same, translating it to the Italian language, to Mrs. Rinaldo and to ascertain from her whether or not the transcript accurately reported the interview. Mrs. Franzoso did as requested and told me that Mrs. Rinaldo admitted that the transcript was true and correct in all respects. I then requested Mr. Ruggiero to read the transcript to Mrs. Rinaldo, translating it to Italian and he did so and advised me that Mrs. Rinaldo was satisfied with the accuracy of the statement. I then requested Mrs. Franzoso to sign her name to each of the first five pages of the transcript and to write upon the sixth page the following:

"I heard this six page statement read in Italian to Mrs. Susie Renaldo and I heard her admit the same was true.
Mrs. Mildred Franzoso
November 29, 1929"

I then again sent for Miss Wolf and dictated to her a certificate to be signed by Mr. Ruggiero stating that he spoke both the English and Italian languages;

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that Mrs. Rinaldo understood the questions as they were interpreted by him and that she admitted the truth of the typewritten statement which was prepared by Miss Wolf and read to her by both Mr. Ruggiero and Mrs. Franzoso. Miss Wolf, after taking this dictation, retirnd to another room and a few minutes later returned with the typewritten transcript upon the sixth page of which she had written the certificate. I then directed Mr. Ruggiero to sign it and had a notary public sign as a witness to Mr. Ruggiero's signature.

Thereafter I had Miss Wolf endorse upon the margin of the sixth page of the transcript a statement that she took the stenographic notes of the interview and transcribed them, signing her name at the end of that certificate.

I have examined the six sheets of typewritten matter purporting to be the transcript of the interview between myself and Mrs. Rinaldo and I find them to be in the same condition as when executed by Mrs. Franzoso, Mr. Ruggiero, the notary public and Miss Wolf on November 29, 1929.

Subscribed and sworn to : Emil Ramer
before me this eleventh :
day of February, 1930 :
Thos G Hobart
A Notary Public of N.Y.

CRMC-Motley1000-Subj-004112

UNITED STATES DISTRICT COURT.
DISTRICT OF NEW JERSEY.

SUSIE RINALDO, Executrix of the Estate of Nicholas Rinaldo, 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 corporation, on November 29, 1929, and was present at the office of Mr. Hughes, manager of the plant, and a statement was taken from Susie Rinaldo. At the time this statement was taken there were present Mr. Emil Ramer, Mr. Archibald Hughes, Miss Charlotte Wolf and Mrs. Mildred Pranzioso who I am informed was a sister-in-law of Mrs. Rinaldo.

At this interview Mr. Ramer asked questions in English and I then interpretted the same in Italian to Mrs. Rinaldo. She answered me in Italian and I interpretted the answers in English. Both the questions and answers were taken down in shorthand by Miss Wolf and afterwards transcribed by her.

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I then read same to Mrs. Rinaldo in Italian in the presence of Mrs. Mildred Franzioso and asked both Mrs. Rinaldo and Mrs. Franzioso if the statement was correct and they both said it was correct and Mrs. Franzioso thereupon signed each of the six typewritten sheets and I signed my name on page 6.

A Notary Public was called into the office by Mr. Hughes and he asked Mrs Franzioso, in English, if the statement was true and correct and she said it was. He then asked me to ask her, in Italian, the same question which I did and she repeated in Italian that the statement was true and correct and the Notary thereupon signed his name and affixed his seal at the bottom of page 6. Mrs. Franzioso could speak and did speak both English and Italian.

I have examined the six sheets which are attached to this affidavit and I find that they are the same as when they were signed by Mrs. Franzioso and myself.

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

Carmine Ruggiero

Geo. A Hobart
NOTARY PUBLIC OF N.J.

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SUSIE RINALDO, Executrix of the estate of NICHOLAS RINALDO, deceased,

Plaintiff,

-vs-

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

Defendant.

AFFIDAVIT OF CHARLOTTE WOLF

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

CHARLOTTE WOLF, being duly sworn, according to law, on her oath, deposes and 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 November 29, 1929, at the request of Mr. Hughes, I was present at an interview between Mr. Emil Ramer and Mrs. Susie Rinaldo, which interview was conducted in Mr. Hughes' office at the Manville plant, in the presence of Mr. Archibald Hughes, Mr. Carmine Ruggiero and Mrs. Mildred Franzogo.

I was directed to stenographically report the questions and answers as the questions were propounded by Mr. Ramer and the answers interpreted by Mr. Ruggiero. Mr. Ramer asked his questions in English and Mr. Ruggiero then spoke in Italian to Mrs. Rinaldo and after she had spoken in Italian to him Mr. Ruggiero repeated the answer in English. I reported Mr. Ramer's questions and the response of Mrs. Rinaldo as the same was interpreted in

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English by Mr. Ruggiero.

When the interview was concluded I retired to another room and transcribed my notes to six pages of typewritten matter, which six pages I delivered to Mr.Ramer in the presence of the persons above named. I then retired from the room and thereafter I was again requested to report to Mr. Hughes' office and a form of statement was dictated to me by Mr. Ramer to be signed by Mr. Ruggiero. I typed the statement so dictated on the bottom of page 6 of the stenographic report.immediately beneath the words "I heard this six page statement read in Italian to Mrs. Susie Rinaldo and I heard her admit the same was true. Mrs. Mildred Franzoso, Nov. 29, 1929" which are written in ink upon that page.

I again delivered the stenographic report of interview to Mr. Ramer and was present when Mr. Ruggiero's signature was put at the bottom of the statement on page 6, the signature of Francis E. Partridge added to the left of Mr. Ruggiero's signature and the Notary Public's seal impressed upon the lower left-hand corner of the sixth page.

I have today examined the six pages of typewritten matter attached hereto and they now appear in the same condition as when finally delivered to Mr. Ramer on November 29, 1929.

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

Geo. A. Hobart
Notary Public

Charlotte Wolf

Q. Mrs. Rinaldo, how old are you ?

A. 43 years.

Q. Where were you born ?

A. I was born in Libbra, Italy.

Q. How many children have you got ?

A. Eight.

Q. Give the names and ages from the oldest to the youngest.

A. Angelo - 13 years old; Petro - 12 years old; Arenia - 10 years old; Susie - 9 ;
Nick - 7 years; Paul - 3 years; Anna - 5 years; Josie - 4 months.

Q. What was the name of your husband ?

A. Nick Rinaldo.

Q. Where did you marry him ?

A. Married in Mahonoy City, Pennsylvania.

Q. When whre you married ?

A. I was married June 26th. I don't remember the year.

Q. How long do you live in Manville ?

A. Eleven years.

Q. How long did your husband work for Johns-Manville ?

A. Ten years - same place.

Q. Where did he work before he came to work for Johns-Manville ?

A. River Run near Shenandoah, Penna.

Q. What was he there ?

A. He was working at coal.

Q. What was he doing ?

A. He was working at the dumps at the mines.

Witness
Mrs. Mildred Frango

Q. Where else did he work ?

A. He was working as a laborer for some railroad.

Q. Do you know that you are sueing this company for money ?

A. Yes.

Q. What day did your husband die ?

A. I don't remember.

Q. This year or last year ?

A. The first month of summer. I think it was in the spring of 1929.

Q. What was the matter with your husband ?

A. He had a small pimple on his lower lip.

Q. What happened to the pimple ?

A. He died from it.

Q. Who was the doctor who treated your husband ?

A. Dr. Pogoloff.

Q. Where is Dr. Pogoloff ?

A. In Manville.

Q. How long did Dr. Pogoloff treat your husband ?

A. One week.

Q. Before he died ?

A. One week.

Q. Did he have any other trouble outside of this pimple ?

A. He got no other trouble or sickness.

Q. He was never sick before ?

A. Never.

Q. He was a good man until this pimple ?

A. My husband never had any trouble with anything until he got trouble with the pimple on his lip. I don't remember him any time ever being sick during the time he worked for Johns-Manville for ten years.

Q. Is Dr. Pogoloff a Johns-Manville doctor ?

witness
Mrs. Mildred Frangos

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A. No.

Q. Was your husband ever treated for this pimple ~~at~~ by the Johns-Manville doctor ?

A. Never.

Q. How long was your husband laid up on account of this pimple on his lip ?

A. One week.

Q. Did he stay away from work ?

A. He stopped working for a week.

Q. Did your husband complain about trouble with his lip and pimple to the foreman or anybody else in the plant ?

A. He did not do it as far as I know except on the day when he left the plant never to come back.

Q. How do you know that ?

A. My husband told me that he told the foreman that he has to leave the job because his face is swollen.

Q. Did Dr. Pogoloff give you any medicine ?

A. He gave him a bottle of wash.

Q. Where did you get the medicine ?

A. From the drugstore underneath the doctor's office.

Q. Do you remember the month your husband died ?

A. It was six months the 26th of November that my husband died.

Q. Mrs. Rinaldo, in May, 1929, after your husband died, did you think of sueing this Company for the death of your husband ?

witness
Mrs. Mildred Rinaldo

A. No.

Q. Did you think of sueing the Johns-Manville Company in June ?

A. I don't remember.

Q. How did you get the idea of sueing the Company for the death of your husband ?

A. Because I had nothing to eat for my children.

Q. Do you know the name of your lawyer ?

A. I do not know his name.

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- do not know but they say he lives in Newark.

Q. What do you mean by "they" ?

A. A man by the name of Chester from Manville brought the lawyer to my house and he knows his name and all about this lawyer.

Q. Do you know Chester ?

A. I know Chester. I know he is a Polock and has an ice-cream parlor in Manville.

Q. Did he come to see you and ask you to hire a lawyer to fight the Johns-Manville Co

A. I spoke to Chester about hiring a lawyer and Chester told me that there is a lawye in town from Newark; he is a good lawyer; go ahead and get him; and I got him.

Q. Do you know Chester ?

A. I know Chester that since I am in Manville that he is in the ice-cream business, but that day was the first time I ever spoke to Chester about this lawyer and about the death of my husband.

Q. Does Chester work for this lawyer ?

A. No, he has got a business here.

Q. Did the lawyer come to your house or did you go to his office ?

A. He came to my house.

Q. With whom ?

A. He came with Chester.

Q. Was any Italian interpreter with Chester ?

A. No.

Q. What did Chester and the lawyer do when they came to see you ?

A. They took me and my sister-in-law to Somerville.

Q. What is your sister-in-law's name ?

A. Millie Franzossi. She lives in Manville.

Q. This lawyer and Chester took you and your sister-in-law to Somerville ? Is that right

A. Yes

Witness
Mrs. Mildred Franzosi

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Q. Where to ? To court ?

A. In Court.

Q. Does Millie Franzossi speak English ?

A. Yes - she was born in this country.

Q. What did they tell you in Somerville ?

A. They made me sign saying i was sueing the company.

Q. Did you tell the lawyer when your husband died ?

A. Yes.

Q. Did your husband ever complain about work in the shop in Johns-Manville ?

A. No, he did not, but he told me that he would quit after the birth of the baby because he feels no good.

Q. Did he go to any doctors from the time he started to work until the day he quit ? Did he ever go to any doctors to be treated for his lungs ?

A. No.

Q. Is it true that he did not receive any medical treatment for his lungs, chest or any portion of his body from the time he worked here until the day he quit ?

A. Yes.

Q. Did you ever tell the lawyer that he had trouble with his lips and that is what your husband died from ?

A. Yes.

Q. But you did not tell the lawyer that his lungs or chest or bronchial tubes were affected ?

A. No I never told the lawyer that my husband had any trouble with his bronchial tube lungs or other portions of the body.

Q. How much did your husband make a week ?

A. He was making Thirty to Forty dollars per week.

Q. Did he have any other income outside of the wages he received from Johns-Manville

A. No.

Q. Do you keep boarders.

Witness
Mrs. Mildred Franzos

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A. No.

Q. Was your husband insured for life ?

A. Only with the company and societies.

Q. Which society ?

A. Sons of Italy.

Q. Now, Mrs. Rinaldo, did the lawyer ask you to sign a paper in which it was writte "what caused the death of your husband ?"

A. Yes.

Q. What did you tell him ?

A. He died from the dust of the factory and I told the lawyer that the dust from the factory poisoned the pimple and he died from that pimple, but I am positive and I remember very plainly that I never told the lawyer that my husband had trouble with his bronchial tubes or lungs on account of work at the Johns-Manville Co. This is right.

Q. Can you read or write in any language ?

A. I do not know how to read or write.

Q. What languages do you speak ?

A. Italian and very little English.

Q. What Italian dialect do you speak ?

A. Naples.

I, Charlotte I. Wolf, 105 E. Main St., Bound Brook, N. J., took the stenographic notes on the aforesaid.

SUBSCRIBED AND SWORN BEFORE ME THIS DAY OF NOVEMBER 29th 1929

I heard this entire statement read in Italian to Mrs. Susie Rinaldo and heard her admit the same was true

Mrs Rinaldo Signed Nov 29 1929

STATE OF NEW JERSEY
SS
County of Somerset
BOROUGH OF MANVILLE

Carmine Ruggiero, 415 Avenue L, Brooklyn, New York deposes and says

I, Carmine Ruggiero, being of full age, hereby certify that I speak, read and write the English language, also the Italian language, which language is the language spoken and understood by Mrs. Susie Rinaldo, who acknowledged that the statement she made today wa fully understood by her and she acknowledged that the same is true and correct.

Carmine Ruggiero

CRMC-Motley1000-Subj-004122

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, 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

L 2060

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 third 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.

FURTHER 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 11th day of March, 1930.
on motion of
HOBART & MINARD,
Attorneys of Defendant.

George B. Baker
U.S.D.J.

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, 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 on the same day I served upon said Samuel Greenstone a copy of the affidavits filed herein by the defendant, duly certified 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 office 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

John Murray

CRMC-Motley1000-Subj-004124

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, 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 11th day of March, 1930, before me

Archibald Hughes

A Notary Public of New Jersey.

CRMC-Motley1000-Subj-004125

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SUSIE RINALDO, executrix of the estate of NICHOLAS RINALDO, deceased,	:	
Plaintiff,	:	On motion to quash summons and to dismiss complaint.
vs.	:	ORDER FOR DISCONTINUANCE
JOHNS-MANVILLE CORPORATION, a corporation of the State of New York,	:	
Defendant.	:	

This matter coming on to be heard 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 7, 1930, why the summons should not be quashed and the complaint dismissed on the grounds stated in said rule, and it appearing that a copy of said rule was duly served upon the plaintiff, and the plaintiff's attorney, within the time and in the manner required by said rule; and the attorney of the plaintiff having stated in open court that although he had been properly retained and authorized to commence the above action, he did not desire to continue it against the present wishes of his client and would therefore consent to a discontinuance of the same;

O R D E R E D, that said action be and the same is hereby discontinued without costs.

DATED: April 14 1930.

George Fake
U. S. D. J.

Rule entered this 15 day of April, 1930, on motion of Hobart & Minard
Attorneys of Defendant.

CRMC-Motley1000-Subj-004126

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