Accident Insurance Company

DETROIT, MICHIGAN

STATE OF NEW JERSEY
CITY OF NEWARK
COUNTY OF ESSEX

On this 16th day of April, 1946, before me, the subscriber, a NOTARY PUBLIC OF N.J., duly commissioned and sworn, personally came A. J. FORSYTH who, being by me duly sworn, on his oath, saith: that he is ATTORNEY IN FACT of the STANDARD ACCIDENT INSURANCE COMPANY; that he resides in MAPLEWOOD, N.J.; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was affixed by order of the Board of Directors of said company, and that deponent signed the foregoing instrument by order of the Board of Directors of said company as the voluntary act and deed of said company; ~~deponent further saith that he is acquainted with and knows him to be of said company and that the signature of said subscribed to the foregoing instrument is in the genuine handwriting of said and was thereto subscribed by order and authority of said Board of Directors and in the presence of said deponent;~~ that said company has duly complied with all the requirements of Chapter 134 of the laws of the State of New Jersey of the year 1902, and the amendments thereof and supplements thereto; that the good available assets of the company exceed its liabilities, as such liabilities are ascertained in the manner provided in said chapter; that the STANDARD ACCIDENT INSURANCE COMPANY is duly incorporated under the laws of the State of Michigan, and is authorized by the laws of that State and under its charter to become surety on bonds and obligations such as are mentioned in said Chapter; that it has on deposit with the Treasurer of the State of Michigan, good securities worth at par and at market value at least Three Hundred Thousand Dollars ($300,000.00) held as security for all holders of its obligations, and has a fully paid up, safely invested, and unimpaired capital of One Million Three Hundred Fifty-Six Thousand Six Hundred Eighty Dollars ($1,356,680.00); that said company has appointed the Commissioner of Banking and Insurance as its attorney in the State of New Jersey, upon whom process of law can be served, and has filed in the office of the Commissioner of Banking and Insurance, a written instrument duly signed and sealed certifying such appointment, and that the following is a true copy of a Resolution of the Board of Directors of the said STANDARD ACCIDENT INSURANCE COMPANY passed on the 1st day of August, 1922, at its regular meeting, to wit:

"Section 10A. The President, any Vice-President, shall have power and authority to appoint resident Vice-Presidents, resident Assistant Secretaries and Attorneys-in-Fact, and to authorize them to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

Sworn and Subscribed to in the City of NEWARK in the County of ESSEX and State of N.J., this 16th day of April, A. D. 1946, before me, a NOTARY PUBLIC for the State of N.J., duly commissioned and sworn.

Louis J. Eastman

A. J. Forsyth

Form B-181 Ed. Jan. 1944

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Accident Insurance Company

DETROIT, MICHIGAN

CASUALTY INSURANCE. FIDELITY AND SURETY BONDS

Financial Statement as at December 31, 1945

ASSETS

Cash—		
In office	$ 25,990.42	
In banks—demand deposits	3,850,447.88	
In banks—time deposits	53,000.00	
In Canadian banks (less reserve for exchange of $11,500.00)	114,727.28	$ 4,044,165.58
United States Government obligations		27,530,704.69
Other bonds—		
State, County and Municipal	$ 101,868.62	
Federal Agencies not guaranteed	905,000.00	
Railroad	50,083.18	
Miscellaneous	5,820.00	
Foreign Governments	285,118.01	1,247,889.81
Common stocks (other than affiliates)		1,960,429.00
Common stocks of affiliates—		
Planet Insurance Company	$ 2,409,028.71	
Pilot Insurance Company	632,292.50	3,041,321.21
Preferred stocks		58,436.00
Mortgage loans—		
Insured by Federal Housing Administration	$ 361,592.98	
Other mortgage loans	762,896.59	1,124,489.57
Premiums in course of collections (not over 90 days due)		3,770,086.83
Equities in funds of bureaus		632,708.97
Receivables due from reinsurance companies		41,241.68
Accrued interest		147,799.54
Real estate—home office building (cost $1,727,673.60)		877,276.27
Real estate—other ($33,243.47)		— 0 —
All other assets		9,752.52
TOTAL ADMITTED ASSETS		$44,486,301.67

LIABILITIES, CAPITAL STOCK AND SURPLUS

Reserve for losses and loss adjustment expenses		$18,061,933.49
Reserve for unearned premiums		9,090,478.87
Reserve for agents' commissions		840,344.54
Reserve for taxes (including Federal income taxes)		592,371.31
Reserve for miscellaneous		677,701.06
Reserve for postwar employment adjustments		50,000.00
TOTAL LIABILITIES		$29,312,829.27
Reserve for contingencies	$ 660,000.00	
Capital stock—		
Authorized issued and outstanding, 351,876 shares Common Stock, $10 par value	3,518,760.00	
Surplus	11,094,712.40	
Surplus as regards policyholders		15,173,472.40
TOTAL LIABILITIES, CAPITAL STOCK AND SURPLUS		$44,486,301.67

All bonds are qualified for amortization (except miscellaneous bonds in the amount of $5,820.00) and are valued on that basis, as prescribed by insurance departments. All other securities (except stock of affiliates) are carried at December 31, 1945, convention values. On the basis of December 31, 1945 market quotations for all securities (except stocks of affiliates), surplus as regards policyholders would be increased to $15,850,566.92.

Securities and cash carried at $1,076,092.22 in the above statement are on deposit with State Insurance Departments and others as required by law.

State of Michigan
County of Wayne } SS.

T. L. Sedwick being duly sworn, says: That he is assistant secretary of the STANDARD ACCIDENT INSURANCE COMPANY, that said Company is a Corporation duly organized, existing, and engaged in business as a Surety by virtue of the Laws of the State of Michigan, and has duly complied with all the requirements of the Laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of August 13, 1894, entitled, "An Act Relative to Recognizances, Stipulations, Bonds and Undertakings, and To Allow Certain Corporations to be Accepted as Surety Thereon", as amended by the Act of Congress of March 23, 1910. That the foregoing is a full, true and correct statement of the financial condition of said Company on the 31st day of December, 1945.

Sworn to before me this 11th day of February, 1946.

Ethel G. Macleish
Notary Public

T. L. Sedwick
Assistant Secretary

Form B-60

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BENJAMIN SZYMANSKI, Plaintiff, -vs- JOHNS-MANVILLE CORPORATION, a corporation of New York authorized to do business in New Jersey, Defendant.	:	Civil Action No. 8177 Action at Law SUPPLEMENTAL ANSWER

Defendant, Johns-Manville Corporation, a corporation of New York, by way of supplement to its answer heretofore filed says that:

SEVENTH SEPARATE DEFENSE

The cause of action as described in the complaint was not commenced and sued within two years next after the cause of action accrued and by reason of the provisions of Revised Statutes 2:24-2 the same is barred.

EIGHTH SEPARATE DEFENSE

Such part of the cause of action as is described in the complaint which was not commenced and sued within two years next after the cause of action accrued is barred by reason of Revised Statutes 2:24-2

NINTH SEPARATE DEFENSE

By reason of Revised Statutes 2:24-2, such alleged injury and resultant damages to plaintiff, if any, as occurred due to alleged negligence of the plaintiff prior to April 4, 1944 are barred.

TENTH SEPARATE DEFENSE

By reason of Revised Statutes 2:24-2, such alleged injuries and resultant damages to plaintiff, if any, as accrued while employed by defendant anywhere in the

CRMC-Motley1000-Subj-003177

department where he was employed on and after April 4, 1944, are barred.

Hobart, Minard & Cooper,
By Ralph E. Cooper,
Attorneys for Defendant.

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BENJAMIN SZYMANSKI,

Plaintiff

-vs-

JOHNS-MANVILLE CORPORATION, a corporation of New York authorized to do business in NewJersey,

Defendant.

Civil No. 8177

REPLY TO SUPPLEMENTAL ANSWER OF DEFENDANT, AND DEMAND FOR JURY TRIAL

Plaintiff replying to the Supplemental Answer of Defendant, Johns-Manville Corporation, states that:

7. Plaintiff denies the allegations of the SEVENTH SEPARATE DEFENSE.

8. Plaintiff denies the allegations of the EIGHTH SEPARATE DEFENSE.

9. Plaintiff denies the allegations of the NINTH SEPARATE DEFENSE.

10. Plaintiff denies the allegations of the TENTH SEPARATE DEFENSE.

RESERVATION.

Plaintiff reserves the right at or before the trial of this action to move to strike any and/or all of the SEPARATE DEFENSES of the answer on the ground that each does not in law constitute a sufficient answer to the complaint of plaintiff.

MYRON L. LEVY
Attorney for Plaintiff
15 Maple Street
Somerville, N. J.

ENDORSEMENT OF DEMAND FOR JURY TRIAL

TAKE NOTICE that the plaintiff hereby demands a trial by jury of any issue or issues triable of right by a jury.

MYRON L. LEVY
Attorney for Plaintiff
15 Maple Street
Somerville, N. J.

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BENJAMIN SZYMANSKI	:	
Plaintiff	:	
vs.	:	Civil Action No. 8177
JOHNS-MANVILLE CORPORATION, a corporation of New York authorized to do business in New Jersey,	:	STIPULATION OF DISCONTINUANCE
Defendant.	:	

It is hereby stipulated that the above entitled matter be and the same is hereby discontinued, without costs to either party.

Myron L. Levy
Attorney for Plaintiff

HOBART, MINARD & COOPER
Attorneys for Defendant

CRMC-Motley1000-Subj-003180

State of New Jersey
County of Somerset } ss.

I, ROBERT B. BERGEN, Clerk of the County of Somerset aforesaid, and also Clerk of the Court of Common Pleas holden therein, the same being a Court of Record with a seal,

DO HEREBY CERTIFY the foregoing to be true and correct copies of SUMMONS & COMPLAINT, NOTICE OF REMOVAL, PETITION FOR REMOVAL, BOND ON REMOVAL, and ORDER APPROVING PETITION AND BOND, in re: Benjamin Szymanski vs Johns-Manville Corporation, as the same is of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said Court and County, at Somerville, this 29th day of April 19 46

Robert B. Bergen
Clerk.

CRMC-Motley1000-Subj-003181

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THE STATE OF NEW JERSEY TO JOHNS-MANVILLE COR ORATION, a Corporation of New York authc to do business in New Jersey, GREETING:

(SEAL OF COUNTY OF SOMERSET)

YOU ARE SUMMONED to answer th annexed complaint of Benjamin Szymanski, in an action at la in the Somerset County Court of Common Pleas.

AND TAKE NOTICE that unless you file your answer to said complaint with the Clerk of the Somerset County Cour of Common Pleas, at Somerville, New Jersey, within twenty days after service upon you of this writ and the annexed complaint the plaintiff may proceed in this suit and judgment may be entered against you.

WITNESS, HON. RALPH J. SMALLEY, JUDGE of the Somers County Court of Common Pleas, at Somerville, this 9th day of April, 1946.

ROBERT B. BERGEN
CLERK.

MYRON L. LEVY
Attorney of Plaintiff.

CRMC-Motley1000-Subj-003182

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SOMERSET COUNTY COURT OF COMMON PLEAS.

BENJAMIN SZYMANSKI, Plaintiff, -vs- JOHNS-MANVILLE CORPORATION, a corporation of New York authorized to do business in New Jersey, Defendant.	:	ACTION AT LAW. COMPLAINT.

Benjamin Szymanski, residing in Manville, New Jersey, complaining of the defendant, Johns-Manville Corporation, a corporation of New York authorized to do business in New Jersey, states that:

1. At all times hereinafter mentioned, the plaintiff was employed by defendant corporation.

2. During such time plaintiff was employed by defendant corporation in the manufacture of articles in which asbestos and other substances were used.

3. Plaintiff was employed by defendant corporation in such work for about 16 years prior to May, 1944.

4. During the above time and due to the negligence of the defendant corporation, its agents and servants, the plaintiff was exposed to asbestos dust, silicate tri-oxide dust, and various other dusts and particles of matter which permeated the defendant's plant and the places where plaintiff worked and during all of said time, the plaintiff inhaled said various dusts and small particles of matter, as a result of which plaintiff's lungs have been injured as well as other parts of plaintiff's body, and plaintiff's health has become and will have become impaired, and plaintiff has become sick and incapacitated and unable to work, and plainti is suffering from asbestosis, all of which injuries are permanent in quality and in extent, and all of which injuries

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CRMC-Motley1000-Subj-003183

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are due to the negligence of the defendant corporation, its agents and servants. As a result of said negligence of the defendant corporation, its agents and servants, the plaintiff has become sick, nervous and disabled and has suffered and will suffer physical pain and mental anguish.

5. The negligence of the defendant corporation, its agents and servants, consisted of not providing plaintiff with asafe place to work in; providing poorly ventilated places for plaintiff to work in; not taking proper precautic for the safety of plaintiff; not advising or warning plaintiff of the dangers of his work in the places assigned to him by defendant; and under the circumstances under which defendant required him to work; not using proper safety measures or precautions for the safety of plaintiff and for the preservation of the health of plaintiff; requiring plaintiff to work in poorly ventilated places for excessive periods of time; not rotating plaintiff and not having plaintiff do work under conditions which were not detrimental to his health; not using the proper safety devices and meansures for the protection of the plaintiff and preservation of his health; compelling plaintiff to work under adverse conditions as described above for undue length of time; not taking proper safety and health measures; not taking the proper precautions for plaintiff's health; not maintaining proper equipment to remove the dust and particles of matter from the air; not furnishing the plaintiff with safety devices and not furnish plaintiff with sufficient safety devices; not providing the proper supervision and precautions for the plaintiff and for the preservation of his health; not providing the proper blower and ventilator systems and respirators which were necessary for the proper protection of plaintiff's health; not -

Form B-40 24 Jan. 1944

CRMC-Motley1000-Subj-003184

Szymanski v. Johns-Manville, Pleadings (1946)
ACL Doc 23924 · Page 10 of 40
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providing proper periodical medical examinations of plaintiff and taking the necessary precautions to preserve his health; not providing proper periodical medical examinations for plaintiff and not advising plaintiff that his health was in danger by reason of the conditions under which he was working; and defendant, its agents and servants, were also guilty of other and further negligence which resulted in plaintiff's injuries as aforesaid.

6. As a result of the aforesaid negligence of the defendant corporation, its agents and servants, the plaintiff has been obliged and will be obliged to incur expenses for medical treatment and attention in an effort to cure himself of his said injuries.

7. As a result of the negligence of the defendant corporation, its agents and servants as aforesaid, the plaintiff has lost salary and earnings and will in the future lose salary and earnings.

8. This action has been commenced within two years from the time of last exposure by plaintiff to the dusts and particles of matter stated aforesaid, and the plaintiff's cause of action has not accrued more than two years prior to the commencement of this suit.

9. The nature of the dusts with which plaintiff worked, stated aforesaid, are such that plaintiff has no remedy for his resulting injuries under the Workmen's Compensation Act, being Revised Statutes of New Jersey 34:15-1 etc.

WHEREFORE plaintiff, Benjamin Szymanski, demands judgment against the defendant, Johns-Manville Corporation, a corporation, in the amount of Fifty Thousand ($50,000.00) Dollars, besides costs of suit.

MYRON L. LEVY

Attorney for Plaintiff

c o p y

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April 5, 1946 Served the within summons and complaint upon Johns-Manville Corporation, a corporation of New York authorized to do business in New Jersey, by leaving copies thereof with John E. Begert, Registered Agent. at his place of business-in anville, N. J.

Fees $4.42

Edward J. O'Connor
Sheriff of Somerset County
by Joseph Navatto Jr. Under Sheriff

COMMON PLEAS

BENJAMIN SZYMANSKI,

Plaintiff

-vs-

JOHNS-MANVILLE CORPORATION, a corporation of New York authorized to do business in New Jersey,

Defendant.

Action at Law.
COMPLAINT

MYRON L. LEVY
Attorney for Plaintiff
15 Maple Street
Somerville, N.J.

SHERIFF'S OFFICE
SOMERSET COUNTY, N.J.
RECEIVED
1946 Apr 4 PM 3:22
PROCESSED.

Filed in the
Somerset County Clerks Office
APR 5 1946
ROBERT B. BERGEN
CLERK

CRMC-Motley1000-Subj-003186

SOMERSET COUNTY COURT OF COMMON PLEAS.

BENJAMIN SZYMANSKI, :

Plaintiff, :

vs :

JOHNS-MANVILLE CORPORATION, a corporation of New York authorized to do business in New Jersey, : Action at Law.

Defendant. : NOTICE OF REMOVAL.

TO - MYRON L. LEVY, ESQUIRE,

Attorney for Plaintiff.

SIR:

PLEASE TAKE NOTICE that on Tuesday, April 23, 1946 at 10:00 A.M., or as soon thereafter as counsel can be heard, we shall apply to the Honorable Ralph J. Smalley, Judge of the Somerset County Court of Common Pleas, or such other Judge as shall be hearing motions at the Court House in Somerville, New Jersey, for the approval of the petition of Johns-Manville Corporation, as above mentioned, for the removal of the above entitled cause to the United States District Court for the District of New Jersey, and shall also at said time present for approval the bond made mention of in said petition.

AND TAKE FURTHER NOTICE that on Wednesday, April 24, 1946, at 10:00 o'clock in the forenoon, or as soon thereafter as the same can be done, we shall file with the Clerk of the Somerset County Court of Common Pleas, at his office in the Court House, at Somerville, New Jersey, the aforementioned petition and bond in accordance with the Act of Congress in such case made and provided.

Hobart, Minard & Cooper

HOBART, MINARD & COOPER
Attorneys for Defendant-Petitioner,
appearing specially, etc.

Dated:
April 16, 1946.

Form 3-48 Ed. Jan. 1924

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COMMON PLEAS

BENJAMIN SZYMANSKI,

Plaintiff,

-vs-

JOHNS-MANVILLE CORPORATION, a corporation of New York authorized to do business in New Jersey,

Defendant.

Action at Law.

NOTICE OF REMOVAL

HOBART, NIVARD & COOPER, Attys. for Defendant-Petitioner, appearing specially, etc., 1100 Raymond Boulevard, Newark 2, New Jersey.

Filed in the Somerset County Clerks Office

APR 24 1946

ROBERT B. BERGEN
CLERK

Service of copy of the within Notice of Removal is hereby acknowledged this 16th day of April, 1946.

Myron L. Levy
Attorney for Plaintiff.

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CERTIFIED COPY

SOMERSET COUNTY COURT OF COMMON PLEAS.

BENJAMIN SZYMANSKI,

Plaintiff,

vs-

JOHNS-MANVILLE CORPORATION,
a corporation of New York authorized to do business in New Jersey,

Defendant.

Action at law.

PETITION FOR REMOVAL.

TO THE HONORABLE SOMERSET COUNTY COURT OF COMMON PLEAS:

The petition of Johns-Manville Corporation, a corporation of the State of New York, the above named defendant appearing 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 entitled suit and at the time of the commencement of said suit 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 of said suit and still is, a corporation existing under and by virtue of the laws of the 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 Three thousand ($3,000.00) dollars.

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CRMC-Motley1000-Subj-003189

CERTIFIED COPY

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

5. Said suit was commenced by the service of Summons and Complaint upon your Petitioner on April 5, 1946, by leaving a copy thereof with one, John E. Begert, Plant Manager, Manville, New Jersey, and the time within which the defendant is required to answer said complaint has not expired, but will expire on April 25, 1946, unless further time to answer is allowed. The defendant has not filed its answer to said complaint.

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 30 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 $500.00 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, 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.

Attest:
Vandiver Brown
Secretary

(Seal)

By A. R. Fisher
Vice President.

HOBART, MINARD & COOPER

Hobart Minard Cooper
Attorneys of petitioner,
appearing specially, etc.

8-46 Ed. Jan. 1941

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STATE OF NEW YORK :

COUNTY OF NEW YORK: SS No. 86052

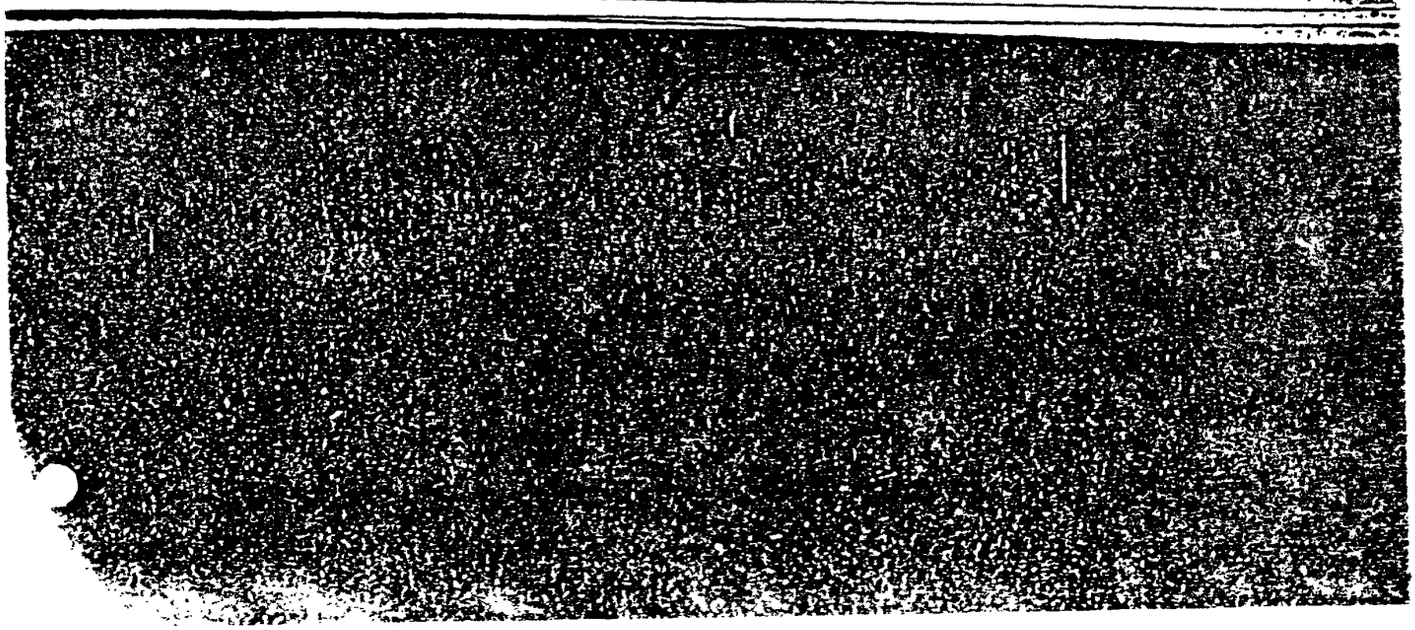
I, Archibald R. Watson, County Clerk and Clerk of the Supreme Court New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that Charles R. Binder, whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a Notary Public acting in and for said County, duly commissioned and sworn and qualified to a as such; that he has filed in the Clerk's office of the County of N. York a certificate of his appointment and qualification as a Notary Public for the County of Bronx, with his autograph signature; that such Notary Public he was duly authorized by the laws of the State of New York to protest notes, to take and certify depositions, to administer oaths and affirmations, to take affidavits and certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or record in this state. And further, that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of such officer with his autograph signature filed in my office and believe that the signature to the said annexed instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17 day of April, 1946.

SEAL

Archibald R. Watson
County Clerk and Clerk of the Supreme Court, New York County

Form B-68 Ed. Jan. 1934



CRMC-Motley1000-Subj-003191

STATE OF NEW JERSEY, York :
COUNTY OF New York. :SS

G. R. Fisher of full age, being duly sworn, according to law, upon his oath deposes and says that he is Vice President of the Johns-Manville Corporation, a coporation of the State of New York, the defendant named in the 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 $3000.00, 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 this petitioner.

Subscribed and sworn to:
at New York, N.Y. :
on the 16th day of : G. R. Fisher
April, 1946. :

Charles R. Binder

Charles R. Binder
Notary Public
Bronx County Clerk's No. 93
Bronx County Register's No. 25-B-7
New York County Clerk's No. 317
New York County Register's No. 132-B-7
Commission expires March 30, 1947.

ork County Certifi-
attached)

Form 9-36 Ed. Jan. 1934

CRMC-Motley1000-Subj-003192

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Standard

BENJAMIN SZYMANSKI,

Plaintiff,

-vs-

JOHNS-MANVILLE CORPORATION,
a corporation of New York
authorized to do business in
New Jersey,

Defendant.

Action at Law.
PETITION FOR REMOVAL

HOBART, MILEARD & COOPER,
Attorneys for Johns-Manville
Corp., appearing specially, etc.
1180 Raymond Boulevard,
Newark 2, New Jersey.

Filed in the Somerset County
Clerk's Office Apr 24 1946
Robert B. Bergen, Clerk

CRMC-Motley1000-Subj-003193

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Standard
Accident Insurance Company
DETROIT, MICHIGAN

SOMERSET COUNTY COURT
OF COMMON PLEAS

BENJAMIN SZYMANSKI, :

Plaintiff, : Action at Law

-vs-

JOHNS-MANVILLE CORPORATION, a corporation of New York, authorized to do business in New Jersey, : BOND ON REMOVAL

Defendant.

KNOW ALL MEN BY THESE PRESENTS; That we, JOHNS-MANVILLE CORPORATION, a corporation of the State of New York, as principal, and STANDARD ACCIDENT INSURANCE COMPANY, a corporation of the State of Michigan and authorized to do business in the State of New Jersey, as Surety, are held and firmly bound unto Benjamin Szymanski of Manville, New Jersey in the penal sum of Five Hundred Dollars, lawful money of the United States, to be paid to the said Benjamin Szymanski, his heirs, administrators and assigns, to which payment well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 16th day of April, 1946.

WHEREAS, the above named Benjamin Szymanski, has heretofore brought a suit of a civil nature, at law, in the Somerset County Court of Common Pleas, Somerset County, against Johns-Manville Corporation; and

WHEREAS, said Johns-Manville Corporation, simultaneously with the filing of this bond, intends to file its petition in said suit in said Somerset County Court of Common Pleas 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

Form B-88 Ed Jan. 1934

CRMC-Motley1000-Subj-003194

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United States for the District of New Jersey, within thirty days from the date of filing said petition in said Somerset County Court Of Common Pleas, 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.

(Seal)

Attest:

Vandiver Brown
Secretary

JOHNS-MANVILLE CORPORATION

By A. R. Fisher
Vice-President

Attest:

P. J. Veitch

STANDARD ACCIDENT INSURANCE COMPANY

By A. J. Forsyth
Attorney-in-Fact

(Seal)

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STATE OF NEW YORK :

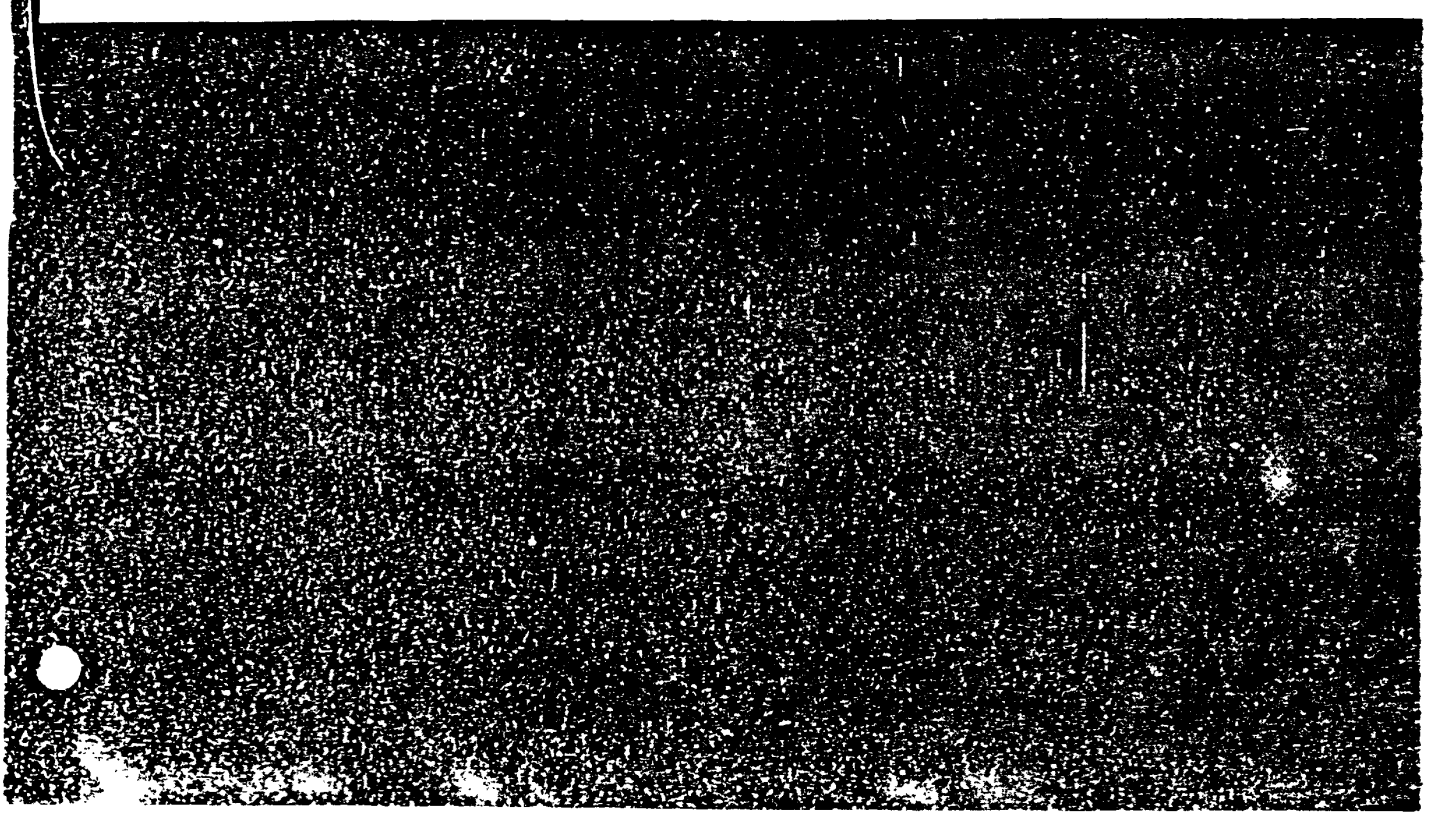
COUNTY OF NEW YORK: SS No. 86051

I, Archibald R. Watson, County Clerk and Clerk of the Supreme Cou New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that Charles R. Binder, whose name is su scribed to the annexed deposition, certificate of acknowledgment proof, was at the time of taking the same a Notary Public acting and for said County, duly commissioned and sworn and qualified t as such; that he has filed in the Clerk's office of the County o York a certificate of his appointment and qualification as a Not Public for the County of Bronx, with his autograph signature; th such Notary Public he was duly authorized by the laws of the Sta of New York to protest notes, to take and certify depositions, t minister oaths and affirmations, to take affidavits and certify acknowledgment or proof of deeds and other written instruments f lands, tenements and hereditaments, to be read in evidence or re in this state. And further, that I am well acquainted with the h writing of such Notary Public, or have compared the signature of officer with his autograph signature filed in my office and beli that the signature to the said annexed instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed official seal this 17 day of April, 1946.

Archibald R. Watson
County Clerk and Clerk of the Supre Court, New York County

(SEAL)



CRMC-Motley1000-Subj-003196

STATE OF NEW YORK :
: SS
COUNTY OF NEW YORK :

BE IT REMEMBERED, that on this day of April, in the year of our Lord, One Thousand Nine Hundred and forty-six, before me, the subscriber, a Notary Public, in and for New York County, New York, personally appeared VANDIVER BROWN who, being by me duly sworn, doth depose and make proof to my satisfaction that he is the 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 A. R. FISHER who was at the date and execution thereof, Vice- President of said corporation, as the voluntary act and deed of the said corporation; in the presence of said deponent, and that the said deponent subscribed the same as witness to the execution thereof.

VANDIVER BROWN

Subscribed and sworn to at New York, N.Y. this 16th day of April 1946, before me, a Notary Public of the State of New Jersey.

CHARLES R. BINDER

Charles R. Binder
Notary Public
Bronx County Clerk's No. 93
Bronx County Register's No. 25-B-7
New York County Clerk's No. 317
New York County Register's No. 132-B-7
Commission expires March 30, 1947.
(Seal)

I, HARRY T. [illegible], Assistant Secretary of the Company, hereby certify that the foregoing is a true copy of Attorney issued on behalf of A. J. Forsyth, and that same is still in full force and effect.
SUBSCRIBED AND SWORN TO BEFORE me this 16th day of April, 1946.

Ethel A. Maidonald

CRMC-Motley1000-Subj-003197

Standard
Accident Insurance Company
DETROIT, MICHIGAN

KNOW ALL MEN BY THESE PRESENTS: That the STANDARD ACCIDENT INSURANCE COMPANY by J. P. HACKER its Vice-President in pursuance of authority granted by Section 10A of the By-Laws of said Company, a copy of which section is hereto attached, does hereby nominate, constitute and appoint ... J. Forsyth of the City of Newark, State of New Jersey,

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings in its business of guaranteeing the fidelity of persons holding places of public or private trust, and in the performance of contracts other than insurance policies, and executing and guaranteeing bonds or other undertakings required or permitted in all actions or proceedings or by law required or permitted.

All such bonds and undertakings as aforesaid to be signed for the Company and the Seal of the Company attached thereto by the said A. J. Forsyth, individually, as occasion may require.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and Purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Detroit, State of Michigan, in their own proper persons.

IN WITNESS WHEREOF, the said J. P. HACKER has hereunto subscribed his name and affixed the Corporate Seal of the said STANDARD ACCIDENT INSURANCE COMPANY this 3rd day September 19 41

Standard Accident Insurance Co.

by J. P. HACKER
Vice-President.

STATE OF MICHIGAN, }
COUNTY OF WAYNE } ss.

On this 3rd day of September A. D. 19 41 before the subscriber a Notary Public of the State of Michigan, in and for the County of Wayne, duly commissioned and qualified came

Vice-President of the STANDARD ACCIDENT INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer was duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Detroit, the day and year first above written.

Martha Tunner
My Commission Expires Dec. 26, 1942 Notary Public.

Extract from the By-Laws of the STANDARD ACCIDENT INSURANCE COMPANY, adopted by the Board of Directors of said Company on August 1, 1922 as Section 9A, and readopted February 14, 1928 as Section 10A.

"The President, or any Vice-President, shall have power and authority to appoint resident Vice-Presidents, resident Assistant Secretaries and Attorneys-in-fact and to authorize them to execute on behalf of the Company and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

I, J. P. HACKER Vice-President of the STANDARD ACCIDENT INSURANCE COMPANY hereby certify that the foregoing is a true copy of Section 10A of the By-Laws of said Company, and is still in force.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name as Vice-President and affixed the Corporate Seal of the STANDARD ACCIDENT INSURANCE COMPANY this 3rd day of September A. D. 19 41

J. P. HACKER
Vice-President.

I, HARRY T. [illegible], Assistant Secretary of the Standard Accident Insurance Company, hereby certify that the foregoing is a true and correct copy of Power of Attorney issued on behalf of A. J. Forsyth, and that same is still in force.

SUBSCRIBED AND SWORN TO BEFORE me this 16th day of April, 1946.

Ethel A. Maidens
My Commission Expires November 29, 1946

Assistant Secretary

Form S-1074 Ed. Feb 1941 7-6-43

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BENJAMIN SZYLANSKI, :

Plaintiff, :

-vs- :

JOHNS-MANVILLE CORPORATION, a corporation of New York authorized to do business in New Jersey, :

Defendant. :

Action at Law

A N S W E R

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:

1. Defendant admits that the plaintiff was employed by the defendant for approximately the time stated in the complaint.

2. It admits Paragraph 2.

3. It admits Paragraph 3.

4. It denies Paragraph 4.

5. It denies Paragraph 5.

6. It denies Paragraph 6.

7. It denies Paragraph 7.

8. It denies Paragraph 8.

9. As to the allegations of Paragraph 9, the defendant has no knowledge or information sufficient to form a belief, and leaves the plaintiff to his proofs.

FIRST SEPARATE DEFENSE

The injury and the disease, if any, as alleged in the complaint, if the result of his employment, were due to one of the risks of his employment assumed by the plaintiff as part of the terms of his contract of employment.

CRMC-Motley1000-Subj-003199

SECOND SEPARATE DEFENSE

The injury and disease, if any, as alleged in the complaint, were due to one of the risks of his employment assumed by the plaintiff as part of the terms of his contract of employment in that the plaintiff knew, or by the exercise of reasonable care on his part should have known, the alleged dangers of his employment, if any there were.

THIRD SEPARATE DEFENSE

The injury and the disease, if any, as alleged in the complaint, were caused by contributory negligence on the part of the plaintiff.

FOURTH SEPARATE DEFENSE

The injury and the disease, if any, as alleged in the complaint, were caused by contributory negligence on the part of the plaintiff in that he failed to exercise reasonable care to protect himself against the alleged dangers of his employment.

FIFTH SEPARATE DEFENSE

The injury and disease, if any, as alleged in the complaint, were due to negligence on the part of a fellow servant of the plaintiff in failing to warn and instruct the plaintiff as to the rules of the company promulgated for the purpose of protecting the plaintiff against the alleged dangers of his employment, if any.

SIXTH SEPARATE DEFENSE

The injury and disease alleged in the complaint were not due to any acts of negligence of the defendant.

Hobart, Minard & Cooper
By Ralph E. Cooper,
Attorneys for Defendant.

[redacted]

CRMC-Motley1000-Subj-003200

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BENJAMIN SZYMANSKI,

Plaintiff

-vs-

JOHNS-MANVILLE CORPORATION, a corporation of New York authorized to do business in New Jersey,

Defendant.

Civil No. 8177

REPLY AND DEMAND FOR JURY

Plaintiff replying to the answer of defendant corporation states that:

1. Plaintiff denies the allegations of the FIRST SEPARATE DEFENSE.

2. Plaintiff denies the allegations of the SECOND SEPARATE DEFENSE.

3. Plaintiff denies the allegations of the THIRD SEPARATE DEFENSE.

4. Plaintiff denies the allegations of the FOURTH SEPARATE DEFENSE.

5. Plaintiff denies the allegations of the FIFTH SEPARATE DEFENSE.

6. Plaintiff denies the allegations of the SIXTH SEPARATE DEFENSE.

RESERVATION.

Plaintiff reserves the right at or before the trial of this action to move to strike any and/or all of the SEPARATE DEFENSES of the answer on the ground that each does not in law constitute a sufficient answer to the complaint of plaintiff.

MYRON L. LEVY
Attorney for Plaintiff
15 Maple Street
Somerville, N. J.

CRMC-Motley1000-Subj-003201

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

Benjamin Szymanski,
Plaintiff

vs.

Johns-Manville Corporation,
a corporation of New York
authorized to do business in
New Jersey,
Defendant

: Civil No. 8177

: Notice of Allocation.

Pursuant to Rule 9 of the General Rules of this Court I have allocated the above-entitled matter to Trenton.

Please file all pleadings and make all motions returnable there.

William H. Tallyn,
Clerk,

By, Mary M. Lindley
Mary M. Lindley
Deputy.

5/22/46
(Date)

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SOMERSET COUNTY COURT OF
COMMON PLEAS

BENJAMIN SZYMANSKI, Plaintiff, -vs- JOHNS-MANVILLE CORPORATION, a corporation of New York authorized to do business in New Jersey, Defendant.	:	Action at Law. ORDER APPROVING PETITION AND BOND.

On due notice to the attorney for plaintiff of the application for the approval of the Petition and Bond, in the above entitled cause, it is on this 23rd day of April, 1946, on motion of HOBART, MINARD & COOPER, attorneys for the defendant, appearing specially,

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 it is hereby approved, and that the bond presented with said petition be and it is hereby approved, and that said petition and bond be filed.

Entered April 23, 1946,

on motion of
HOBART, MINARD & COOPER

Attorneys for Johns-Manville Corporation, appearing specially, etc.

CRMC-Motley1000-Subj-003203

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BENJAMIN SZYMANSKI,	:	
Plaintiff,	:	
-vs-	:	
JOHNS-MANVILLE CORPORATION, a corporation of New York authorized to do business in New Jersey,	:	Action at Law
	:	ANSWERS TO INTERROGATORIES
Defendant.	:	

To: Hobart, Minard & Cooper, Esqs.
Attorneys for Defendant
1180 Raymond Boulevard
Newark, N. J.

Please take notice that the plaintiff makes the following answers to the interrogatories under oath:

1. I was born February 10th, 1888 in Poland.

2. Mother and father died during World War I, both at approximately 85 years of age. Don't know the particulars regarding death and cause of death of my grandparents.

3. Information as to plaintiff's employment to the best of my recollection is as follows:

1914-1915 with Penn Coal and Coke Company, Pennsylvania. Business of anthracite coal mining operations. Nature of my work - coal miner.

1915-1916 with Standard Oil Company, Bayonne, N.J. Business of manufacturing. Nature of my work - laborer.

1916-1917 with Wilcox Babcox Company, Bayonne, N. J. Business of manufacturing. Nature of my work - laborer.

1917-1923 self-employed as butcher and grocer, Bayonne, N. J.

1923-1924 self-employed as farmer, South Somerville, N. J.

1924-1925 with Johns-Manville Co.

1925-1927 self-employed as grocer and butcher in Manville, N. J.

1928 up to and including April 4, 1944 employed by the defendant.

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4. 5. & 6. To the best of plaintiff's recollection, plaintiff has been ill during the following periods:

1940 - Dr. George A. Greenberg, Somerville, N. J. Ill a number of weeks.

1941 - Dr. George A. Greenberg, Somerville, N. J. Ill a number of weeks.

1942 - Dr. George A. Greenberg, Somerville, N. J. Ill a number of weeks.

1943 - Dr. Nicholas P. Reale, Manville, N. J. Ill a number of weeks.

1944 - Dr. Nicholas P. Reale, Manville, N. J. Practically confined to home and/or bed for approximately a total of 8 or 9 months.

1945 - Treated by Dr. L. A. M. Feher, New Brunswick, N. J. from October, 1945, to February, 1946. Practically confined to home and/or bed for approximately 12 months.

1946 - Treated by Dr. George A. Greenberg, Somerville, N. J. Practically confined to home and/or bed for approximately the entire period up to the present time.

Plaintiff was admitted to Somerset Hospital, Somerville N. J. on March 11, 1946 and was discharged March 28, 1946.

7. & 8. The following are the losses, damages and expenses claimed in connection with this suit to date:

Somerset Hospital, Somerville, N. J.	$177.55
Dr. George A. Greenberg	125.00
Dr. Nicholas P. Reale	200.00
Dr. L. A. M. Feher	60.00
Dr. William Klein, New Brunswick, N. J. (X-rays)	112.00
Drugs	125.00
No nurse.	

9. To the best of plaintiff's recollection the following X-rays were taken:

June 6, 1946	by Dr. George A. Greenberg Somerville, N. J.
March 15, 1946	Somerset County Hospital Somerville, N. J.

[redacted]

CRMC-Motley1000-Subj-003205

March 11, 1946	Dr. George A. Greenberg Somerville, N. J.
February 14, 1946	by Somerset County Tuberculosis and Health Association, Inc. Somerville, N. J.
August 30, 1945	by Somerset County Tuberculosis and Health Association Inc. Somerville, N. J.
August 25, 1945	Dr. William Klein New Brunswick, N. J.
December 14, 1944	Somerset County Tuberculosis and Health Association Inc.
June 26, 1944	Somerset County Tuberculosis and Health Association Inc.
May 18, 1944	Dr. William Klein New Brunswick, N. J.
January 20, 1944	Somerset County Tuberculosis and Health Association Inc.

X-rays were also taken by the defendant from on or about 1939 or 1940 and thereafter.

10. & 11. Other substances included those other chemicals and minerals used in the manufacture of defendant's products. Various other dusts and particles of matter included silicate dioxide dust, silicate trioxide dust, asbestos dust as well as those other dusts and particles which arise in connection with the manufacture of defendant's products.

12. & 13. Other parts of plaintiff's body included coughs, pains in body, weakness, loss of strength, loss of appetite, loss of weight, inability to do work of any sort, pains in abdominal region, edema of ankles, anemia. The injury to the lungs cover all of both lungs.

14,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31 &32. Defendant was negligent in not providing a safe place to work in because the place where the plaintiff worked lacked the adequate safety devices or measures which would prevent injuries to the plaintiff. The ventilating system was inadequate, the accumulated dust or the dust accumulating or the dust which was in suspension in the air was not collected or inadequately collected, if at all. The pipe was not strong enough to collect the

Szymanski v. Johns-Manville, Pleadings (1946)
ACL Doc 23924 · Page 32 of 40
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dust or the machinery used in the ventilating equipment was not powerful enough to collect a sufficient amount of dust. The defendant provided poorly ventilated places in that it failed to carry off the accumulated or accumulating dust so as to leave the air clear of the substances which caused injury to the plaintiff. During the winter seasons, the defendant kept the windows closed keeping out the fresh air. The defendant was negligent in not taking proper precautions for the safety of the plaintiff in that it negligently made it unavoidable for plaintiff to breath harmful dusts by failing to provide for adequate and sufficient ventilation, failing to furnish an adequate and practical hat and mask, failure to provide an adequate, proper and practical respirator, failing to rotate the plaintiff's employment so that he would not be continually exposed to the said injurious conditions. Defendant required plaintiff to work for periods so excessive in time that he thereby received injuries to his health. At times plaintiff was required to work overtime for periods of 1 to 2 hours.

Defendant was negligent in not advising or warning plaintiff of the danger of his work in the places assigned to him by the defendant in that plaintiff was never informed that it was dangerous and detrimental to one's health to perform such work under the harmful conditions which existed.

The defendant was negligent in failing to provide proper supervision and precautions for the health of plaintiff so that defendant could determine when the working conditions of plaintiff became so dangerous as to cause an injury in order that he could warn plaintiff of the dangers.

Defendant failed to provide proper medical examinations and such examinations as there may have been failed to apprise or disclose to plaintiff the danger he was undergoing or that he had contracted a disease or illness due to his working condition.

Defendant negligently failed to take the necessary precautions to preserve plaintiff's health by the failure to

CRMC-Motley1000-Subj-003207

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onditions at plaintiff's post

which plaintiff worked as to
seplaintiff consisted of the
ere injurious to plaintiff's
of his employment under
e overtime periods of work,
ployment, the inadequate medical
of the defendant corporation,
isted of not providing plaintiff
providing poorly ventilated
in; not taking proper precautions
not advising or warning plain-
rk in the places assigned to him
ircumstances under which defendant
ng proper safety measures or
plaintiff and for the preserve-
iff; requiring plaintiff to work
for excessive periods of time;
ot having plaintiff do work under
trimental to his health; not using
d measures for the protection of
on of his health; compelling plain-
onditions as described above for
king proper safety and health
per precautions for plaintiffIs
er equipment to remove the dust
the air; not furnishing the
s and not furnishing plaintiff with
ot providing the proper supervision
intiff and for the preservation of
e proper blowers and ventilator
h were necessary for the proper
ealth; not providing proper perio-
of plaintiff and not taking the
eserve his health; not providing

.ons for plaintiff and not
was in danger by reason
s working.
recollect all the departments
ring his employment by the

intiff will be obliged to
n the form of doctor's
rays, and possibly

tained losses of salary in
$5800.00 and losses in
itation at an average of
e and attention.

RON L. LEVY
rney for Plaintiff.

CRMC-Motley1000-Subj-003208

STATE OF NEW JERSEY)
:SS.
COUNTY OF SOMERSET)

BENJAMIN SZYMANSKI, of full age, being duly sworn upon his oath deposes and says:

I am the plaintiff in the above entitled matter in the suit in which the foregoing answers and interrogatories are made and that the facts set out in the answers and that the statements made therein are true to the best of my knowledge.

Sworn and subscribed to before me this 22nd day of July, 1946.

Benjamin Szymanski
BENJAMIN SZYMANSKI

Meredith Lowe

NOTARY PUBLIC OF N. J.
My Commission Expires Dec. 10, 1950

CRMC-Motley1000-Subj-003209

Szymanski v. Johns-Manville, Pleadings (1946)
ACL Doc 23924 · Page 36 of 40

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CIVIL 8177

BENJAMIN SZYMANSKI,

Plaintiff,

-vs-

JOHNS-MANVILLE CORPORATION, a corporation of New York authorized to do business in New Jersey,

Defendant.

Action at Law

ANSWERS TO INTERROGATORIES

Myron L. Levy
Attorney of Plaintff
15 Maple St.,
Somerville, N. J.

Service of the within is hereby acknowledged this 29th day of July, 1946, as within time.

Hark, Tunnell & Cooper
Attorneys for Defendant

FILED

JUL 31 1946

AT 10:45 ~~9:05~~ O'CLOCK A. M.
WILLIAM H. TALLYN, CLERK

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BENJAMIN SZYMANSKI, Plaintiff, -vs- JOHNS-MANVILLE CORPORATION, a corporation of New York authorized to do business in New Jersey, Defendant.	Civil Action No. 8177 Action at Law SUPPLEMENTAL ANSWER

Defendant, Johns-Manville Corporation, a corporation of New York, by way of supplement to its answer heretofore filed says that:

SEVENTH SEPARATE DEFENSE

The cause of action as described in the complaint was not commenced and sued within two years next after the cause of action accrued and by reason of the provisions of Revised Statutes 2:24-2 the same is barred.

EIGHTH SEPARATE DEFENSE

Such part of the cause of action as is described in the complaint which was not commenced and sued within two years next after the cause of action accrued is barred by reason of Revised Statutes 2:24-2

NINTH SEPARATE DEFENSE

By reason of Revised Statutes 2:24-2, such alleged injury and resultant damages to plaintiff, if any, as occurred due to alleged negligence of the plaintiff prior to April 4, 1944 are barred.

TENTH SEPARATE DEFENSE

By reason of Revised Statutes 2:24-2, such alleged injuries and resultant damages to plaintiff, if any, as accrued while employed by defendant anywhere in the

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department where he was employed on and after April 4, 1944, are barred.

Hobart, Minard & Cooper,
By Ralph E. Cooper,
Attorneys for Defendant.

CRMC-Motley1000-Subj-003212

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GENERAL SERVICES ADMINISTRATION
National Archives and Records Service

To all to whom these presents shall come, Greeting:

By virtue of the authority vested in me by the Administrator of General Services, I certify on his behalf, under the seal of the United States General Services Administration, that the attached reproduction(s) is a true and correct copy of documents in his custody.

(seal)

SIGNATURE

NAME: GARY C. CRAMER

DATE: 11-4-80

TITLE: Chief, Appraisal & Disposition Section

NAME AND ADDRESS OF DEPOSITORY:
Federal Archives and Records Center
Building 22 - MOT - Bayonne
Bayonne, N.J. 07002
- 2NCCA

GSA DC 68-13478

GSA FORM APR 68 6791E

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UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

BENJAMIN SZYMANSKI,

Plaintiff,

vs.

JOHNS-MANVILLE CORPORATION,
a corporation of New York,
authorized to do business
in New Jersey,

Defendant.

Action at Law

SUPPLEMENTAL ANSWER

Robert, Minard & Cooper,
Attorneys for Defendant,
1180 Raymond Boulevard,
Newark 2, N.J.

Service of a copy of the
within Supplemental Answer is
acknowledged this ____
day of August, 1946, and
consent is hereto given to
the making and filing of said
within supplemental pleading.

Attorney for Plaintiff.

FILED

AUG 13 1946

CRMC-Motley1000-Subj-003214

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