IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF TEXAS

BEAUMONT DIVISION

FILED
U. S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS
NOV 24 1971
JAMES R. COONEY, CLERK
BY DEPUTY

SAMUEL R. POTTER	§	
	§	
VS.	§	
	§	CIVIL ACTION NO. 6329
FIBREBOARD PAPER PRODUCTS	§	
CORPORATION, ET AL	§	

INTERLOCUTORY JUDGMENT

BE IT REMEMBERED that in the above styled and numbered cause, it was made known to the Court that the defendant, Standard Asbestos Manufacturing & Insulating Company, had entered into a final compromise and settlement of all claims and causes of action asserted against it by Samuel R. Potter, as well as the subrogation claim asserted against it by Charter Oak Fire Insurance Company, under the terms of which Standard Asbestos Manufacturing & Insulating Company paid to the said Samuel R. Potter and Charter Oak Fire Insurance Company the total sum of THREE THOUSAND TWO HUNDRED TWENTY-EIGHT AND 54/100 ($3,228.54) DOLLARS in the proportions of SEVEN HUNDRED TWENTY-EIGHT AND 54/100 ($728.54) DOLLARS to the said Charter Oak Fire Insurance Company and TWENTY-FIVE HUNDRED AND NO/100 ($2500.00) DOLLARS to the said Samuel R. Potter, in consideration of which the said Samuel R. Potter and Charter Oak Fire Insurance Company fully and finally released said defendant, Standard Asbestos Manufacturing & Insulating Company, reserving, however, all claims and causes of action against the remaining defendants, Fibreboard Paper Products Corporation, Combustion Engineering, Inc., Johns-Manville Products Corporation, Owens-Corning Fiber Glass Corporation, Eagle-Picher Industries, Inc., Pittsburgh Corning Corporation, Unarco Industries, Inc., Philip Carey

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Corporation, Armstrong Contracting & Supply Corporation, and Ruberoid Company and others who did not participate in or contribute to such settlement, and it appearing to the Court that said defendant, Standard Asbestos Manufacturing & Insulating Company, has finally discharged any and all claims which were or might be asserted against it by the said Samuel R. Potter and Charter Oak Fire Insurance Company, including the claim asserted by way of intervention by said insurance company, and the Court having determined that said defendant, Standard Asbestos Manufacturing & Insulating Company should be in all things dismissed from this suit, both as to plaintiff's cause of action and the cause of action asserted by Charter Oak Fire Insurance Company by way of intervention, and that the suit and claim of said Potter and Charter Oak Fire Insurance Company should continue as against the remaining defendants, it is, accordingly, ORDERED, ADJUDGED AND DECREED that the suit and claim of Samuel R. Potter, plaintiff, and the claim of Charter Oak Fire Insurance Company, against the defendant, Standard Asbestos Manufacturing & Insulating Company be, and the same is hereby, in all things, dismissed.

This judgment is entered as an Interlocutory Judgment and will not be final until final judgment is entered on the remainder of the case.

It is further ORDERED that this dismissal be without prejudice to any cross-claim asserted against Standard Asbestos Manufacturing & Insulating Company by any of the remaining defendants, and that Standard Asbestos Manufacturing & Insulating

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Company shall remain in this suit as a cross-defendant insofar as any cross-actions are concerned.

SIGNED AND ENTERED as an Interlocutory Judgment this 24th day of NOVEMBER, 1971.

CHIEF JUDGE, United States District Court

APPROVED:

WARD STEPHENSON, Attorney for Plaintiff

GEORGE E. MURPHY, Attorney for Intervenor

JAMES W. MEHAFFY, SR., Attorney for Defendant, Standard Asbestos Manufacturing & Insulating Company

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