GED:MB 1/25/72 0-5-f

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

FILED
FEB 3 1972
M. 19
James R. Cooney, Clerk, U. S. Court
By Hazel E. Studdard DEPUTY

SAMUEL R. POTTER

vs.

FIBREBOARD PAPER PRODUCTS CORPORATION, ET AL

CIVIL ACTION NO. 6329

INTERLOCUTORY JUDGMENT

BE IT REMEMBERED that in the above-styled and numbered cause, it was made known to the Court that the Defendant, PITTSBURGH CORNING CORPORATION, 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 PITTSBURGH CORNING CORPORATION paid to the said Samuel R. Potter and Charter Oak Fire Insurance Company the total sum of SIX THOUSAND SEVEN HUNDRED TWENTY-EIGHT AND 90/100 DOLLARS ($6,728.90) in the proportions of SEVEN HUNDRED TWENTY-EIGHT AND 90/100 DOLLARS ($728.90) to the said Charter Oak Fire Insurance Company and SIX THOUSAND AND NO/100 DOLLARS ($6,000.00) to the said Samuel R. Potter, and Charter Oak Fire Insurance Company FULLY and FINALLY RELEASED said Defendant, Pittsburgh Corning Corporation, reserving, however, all claims and causes of action against the remaining defendants, Fibreboard Paper Products Corporation, Combustion Engineering, Inc., Unarco Industries, Inc., Philip Carey 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, Pittsburgh Corning Corporation, has finally discharged any and all claims which were or might be asserted against it by the said Samuel R. Potter and Charter Oak

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Fire Insurance Company, including the claim asserted by way of intervention by said insurance company, and the Court having determined that said Defendant, Pittsburgh Corning Corporation, 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 Samuel R. 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, PITTSBURGH CORNING CORPORATION 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 PITTSBURGH CORNING CORPORATION by any of the remaining Defendants, and that PITTSBURGH CORNING CORPORATION shall remain in this suit as a cross-defendant, insofar as any cross-actions are concerned.

SIGNED AND ENTERED as an Interlocutory Judgment this 3rd day of February, 1972.

CHIEF JUDGE, UNITED STATES DISTRICT COURT

APPROVED:

Ward Stephenson, Attorney for Plaintiff

George E. Murphy, Attorney for Intervenor

George E. Duncan, Attorney for Defendant, PITTSBURGH CORNING CORPORATION



*The Potter v. Fibreboard Case File (1969-1972), Interlocutory judgment on the Pittsburgh Corning settlement*
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INTERLOCUTORY JUDGMENT

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LAW OFFICES OF
WELLS, DUNCAN, BEARD, GREENBERG AND HUNT
P. O. BOX 3708
BEAUMONT, TEXAS 77704