NO. 13,916

CLAUDE J. TOMPLAIT

VS.

THE TRAVELERS INSURANCE COMPANY, ET AL

FIRST AMENDED ORIGINAL ANSWER OF DEFENDANT, QUEEN INSURANCE COMPANY OF AMERICA

FILED

8th Day of Sept. 1964

8:45 A. M.

[illegible] County, Texas

By Edna Esmon Deputy

ORGAIN, BELL & TUCKER
ATTORNEYS AT LAW
BEAUMONT, TEXAS

Published by AsbestosClaims.Law
asbestosclaims.law/library/10888/1

CB:bh 9-4-64

A

NO. 13,916

CLAUDE J. TOMPLAIT	)	IN THE DISTRICT COURT OF
VS.	)	ORANGE COUNTY, TEXAS
THE TRAVELERS INSURANCE COMPANY, ET AL	)	128TH JUDICIAL DISTRICT

FIRST AMENDED ORIGINAL ANSWER OF
DEFENDANT, QUEEN INSURANCE COMPANY OF AMERICA

COMES NOW the defendant, Queen Insurance Company of America, and files this its first amended original answer, and for cause would show the Court the following:

1.

Defendant denies each and all and singular the allegations in plaintiff's petition contained, and demands strict proof thereof, and of this puts itself upon the country.

2.

Further by way of answer herein, and in the nature of an affirmative defense, under the provisions of Rule 93, defendant says that it neither received notice of injury, nor did the plaintiff file claim for compensation within the time provided by law, and further, under the provisions of said Rule, defendant specifically denies that it was the insurance company or was the carrier for plaintiff's employer at the time he alleges, in his petition, that the symptoms manifested themselves, and further denies specifically that there was good cause for failing to give notice within thirty (30) days or file his claim within the six months period provided by statute, all of which is pled in bar of suit herein.

Published by AsbestosClaims.Law
asbestosclaims.law/library/10888/2

3.

Further by way of answer herein, and in the alternative, defendant says that the conditions alleged by plaintiff, which he contends caused or brought about his disability or incapacity, did not occur under such circumstances as to bring them under the provisions of Section 26, Article 8306, Revised Civil Statutes of the State of Texas, and that, therefore, he is not entitled to recover herein.

4.

Further by way of answer herein, and in the alternative, defendant says that plaintiff's incapacity, if any, was temporary and partial only.

5.

Further by way of answer herein, and in the alternative, defendant says that plaintiff's incapacity, if any, was solely brought about or caused by injuries, diseases, or conditions, or a combination of such, in nowise related to or caused by any condition or accident sustained while in the course of his employment with said employer as alleged.

6.

Further answering, this defendant says that in the event the plaintiff sustained any injury from occupational disease, as alleged, the same caused only an acute condition which could be arrested by a change of employment or medical treatment, and which would leave plaintiff suffering from no objective symptoms or disability.

7.

This defendant says that in any event, plaintiff's alleged occupational disease, if any, as a causative factor as

Published by AsbestosClaims.Law
asbestosclaims.law/library/10888/3

related to all other causes of such incapacity, if any, only caused a small amount of such incapacity.

8.

Further answering and in the alternative, this defendant says that in the event plaintiff has sustained any occupational disease, as alleged (which is not admitted), the same was and is aggravated by non-compensable disease or infirmity; and any incapacity plaintiff is claiming or alleging in this suit, if in any way connected with any occupational disease, has been and is aggravated, prolonged, accelerated or contributed to by such occupational disease; further, this defendant says that such non-compensable disease or infirmity has aggravated, prolonged and contributed to the disability, if any, resulting from such occupational disease, if any.

9.

Further answering and in the alternative, this defendant says that any incapacity of plaintiff from and after July, 1961, is contributed to by the effects of one or more prior compensable injuries or conditions, or by the effects of subsequent compensable injury, or condition, or by a combination thereof, for all of which effects this defendant is not in law liable.

WHEREFORE, PREMISES CONSIDERED, defendant moves and prays the Court that plaintiff take nothing by his suit, that defendant go hence with costs, and for such other relief as it may show itself entitled to receive.

ORGAIN, BELL & TUCKER
First Federal Savings Building
Beaumont, Texas
Attorneys for Defendant, Queen Insurance Company of America

By _____
Cleve Bachman

Published by AsbestosClaims.Law
asbestosclaims.law/library/10888/4

Pa i -

THE STATE OF TEXAS)

COUNTY OF JEFFERSON)

I, Cleve Bachman, attorney of record for the Queen Insurance Company of America, do state and swear, under oath, that I am cognizant of the matters set forth in paragraph 2 of defendant's first amended original answer, and that said matters and allegations set forth in said paragraph are true and correct.

Cleve Bachman

SWORN TO AND SUBSCRIBED before me, the undersigned authority, this the 4th day of September, 1964.

Barbara Honeberger
Notary Public in and for
Jefferson County, Texas

Published by AsbestosClaims.Law
asbestosclaims.law/library/10888/5