IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF TEXAS

BEAUMONT DIVISION

FILED
MAY 1 - 1967
M. James R. Cooney, Clerk, U. S. Court
By Virginia R. Davis DEPUTY

CLAUDE J. TOMPLAIT

VS.

COMBUSTION ENGINEERING, INC., ET AL

CIVIL ACTION NO. 5402

SECOND MOTION FOR MORE DEFINITE STATEMENT OF FIBERBOARD PAPER PRODUCTS CORPORATION

TO SAID HONORABLE COURT:

COMES NOW the defendant, Fiberboard Paper Products Corporation, and files this, its second motion for more definite statement, and as grounds therefor would show the court:

1.

The plaintiff in Paragraph 14 of his complaint, alleges that various types of insulation compounded, manufactured and placed in containers and sold by the defendants contained chemicals and minerals and deleterious substances and matter which were highly poisonous, dangerous and harmful to human beings and to the health of man; that such materials were defective and were not suitable for the purposes for which they were intended. In Paragraphs 15 through 36, inclusive, the plaintiff alleges that beginning in the year 1959 through the year 1964, he was employed by various and sundry employers on certain construction projects, during which time he followed the work of an insulator and came in contact with certain materials. He does not specify the trade-name of the product and does not specify the name of the alleged manufacturer of such product which was used by the various contractors and employers.

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In Paragraph 37, he alleges that in the performance of his employment as an insulator he was required to handle large quantities of the insulation above mentioned which were compounded, manufactured and prepared by the defendants.

Said allegations are too vague and indefinite, and do not inform this defendant of the name of the insulation or insulation material, and whether such was manufactured by this defendant or some other defendant, nor does he allege the date or dates on which he came into contact with alleged materials which were manufactured by this defendant.

Said allegations wholly fail to allege a time and place or the name of the material, or other means of identification of the alleged product which he claims caused his alleged injury, and such are therefore too vague and indefinite to apprise this defendant of any information whereby this defendant can affirmatively admit or deny plaintiff's said claims.

2.

Said petition in its entirety fails to allege a date or dates of alleged injury, a date or dates of alleged contact with a specific product, and the name of the product, and it should not be encumbent upon this defendant to answer such vague and indefinite claims.

3.

Said petition is too vague and indefinite as to where plaintiff first suffered any injury as alleged, and definite information as to this alleged claim should be required of plaintiff before this defendant is required to answer any complaint either specifically admitting or denying the allegations.

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In Paragraphs 38 and 39, etc., the plaintiff alleges that the defendants collectively were guilty of negligence and carelessness causing plaintiff injury, whereas such allegations are vague, general and indefinite, and do not apprise this defendant, or any defendant, of any definite specific act or omission complained of; they do not inform this defendant whether the plaintiff came into contact with any product or products manufactured by this defendant, the name of the product, the date on which the contact was made, or otherwise.

WHEREFORE, this defendant prays that the court set this motion for hearing and grant its motion for more definite statement in order that this defendant can know the nature of the claim made as against this defendant and have sufficient detail as to the definite materials allegedly manufactured by this defendant, the dates, time and place that the plaintiff allegedly came in contact with the materials manufactured by this defendant, in order that defendant can investigate the claim and file an appropriate answer either admitting or denying the allegations.

Respectfully submitted;

WELLER, WHEELUS & GREEN
P. O. BOX 350
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BY _____
GEO. A. WELLER,
ATTORNEYS FOR DEFENDANT,
FIBERBOARD PAPER PRODUCTS
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A copy of the foregoing motion was served on Mr. Ward Stephenson, Stephenson Building, Orange, Texas, attorney for plaintiff, by mailing a copy by certified mail to his address on the 1st day of May, 1967.

A copy was served on the following attorneys by mailing a copy by regular mail on the 1st day of May, 1967.

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