

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF MC LEAN

CATHERINE PRATT, Administrator of the)		
Estate of Ronald Beyer, Deceased, and)		
BARBARA BEYER,)		
)		
Plaintiffs,)		
)		
v.)		NO. 96 L 17
)		
ABEX CORPORATION, et al.,)		
)		
Defendants.)		

**DEFENDANT, OWENS-ILLINOIS, INC.'S ANSWERS TO
PLAINTIFF'S FIRST SET OF INTERROGATORIES**

Owens-Illinois hereby provides its Amended and Supplemental Answers to Plaintiffs Interrogatories.

INTERROGATORIES

Q.1. State the exact name, date and state of incorporation of the corporation providing the answers to these interrogatories and the name of the agent or officer who has taken the "reasonable steps to search the 'corporate memory' of the corporation (1) investigating the contents of the corporation's records, and (2) trying to ascertain the knowledge of other corporation agents" as required in Campen v. Executive House Hotel, Inc., 105 Ill.App.3d 576, 587 (1st Dist. 1982).

A.1. Owens-Illinois Glass Company was incorporated in the State of Ohio in 1929. Owens-Illinois Glass Company changed its name to Owens-Illinois, Inc. on April 28, 1965. Due to corporate restructuring in 1987, this defendant is now a Delaware Corporation. This defendant states

MAY 1

22

that it has referred to the relevant business records of the Owens-Illinois Glass Company, which are still in the possession of Owens-Illinois, Inc., and to some of the documents produced by Owens-Corning Fiberglas Corporation in the asbestos litigation, in connection with the preparation of answers to these interrogatories unless otherwise indicated.

Q.2. Pursuant to Illinois Supreme Court Rule 213(f), provide the name and address of each witness who will testify at trial and state the subject of each witness' testimony. **ISC Form Int. 23.**

A.2. The identity of witnesses to be called at trial is not known at the present time. Owens-Illinois will disclose witnesses as required by case management order or at such time as the identity of witnesses to be called at trial is determined.

Q.3. Pursuant to Illinois Supreme Court Rule 213(g), provide the name and address of each opinion witness who will offer any testimony and state:

- (a) The subject matter on which the opinion witness is expected to testify;
- (b) The conclusions and/or opinions of the opinion witness and the basis therefore, including reports of the witness, if any;
- (c) The qualifications of each opinion witness, including a curriculum vitae and/or resume, if any; and
- (d) The identity of any written reports of the opinion witness regarding the occurrence. **ISC Form Int. 24.**

A.3. The identity of witnesses to be called at trial is not known at the present time. Owens-Illinois will disclose witnesses as required by case management order or at such time as the identity of witnesses to be called at trial is determined.

Q.4. Have you (or has anyone acting on your behalf) had any conversations with any person at any time with regard to the manner in which the occurrence complained of occurred, or have you overheard any statements made by any person at any time with regard to the (injuries) (loss) complained of by plaintiff or the manner in which the occurrence complained of occurred?

If the answer to this interrogatory is in the affirmative, state the following:

- (a) The date or dates of such conversations and/or statements;
- (b) The place of such conversations and/or statements;
- (c) All persons present for the conversations and/or statements;
- (d) The matters and things stated by the person in the conversations and/or statements;
- (e) Whether the conversations were oral, written and/or recorded; and
- (f) Who has possession of the statement if written and/or recorded. ISC

Form Int. 9.

A.4. This defendant objects to this interrogatory on the basis that the terms "conversations", "overheard any statements", and "occurrence" are vague and ambiguous. Without waiving the above objection, assuming the "occurrence complained of" refers to the alleged

inhalation of asbestos fibers by Ronald Beyer and his subsequent death, Owens-Illinois has not obtained any such statements.

Q.5. Do you know of any statements made by any person relating to the occurrence? If so, give the name and address of each such witness, the date of the statement, and state whether such statement was written and/or oral. **ISC Form Int. 10.**

A.5. This defendant objects to this interrogatory on the basis that it is vague and ambiguous. Without waiving the above objection and assuming that the term "occurrence" refers to the alleged inhalation of asbestos fibers by Ronald Beyer and his subsequent death, Owens-Illinois, Inc. does not know of any such statements.

Q.6. If any private firm or company adjuster has been directed to investigate the occurrence or ask questions of persons who may have knowledge of facts concerning the occurrence, state the full name and address of each firm or adjuster.

A.6. This defendant objects to this interrogatory on the basis that it is vague and ambiguous. Without waiving the above objection and assuming that the term "occurrence" refers to the alleged inhalation of asbestos fibers by Ronald Beyer and his subsequent death, Owens-Illinois has not directed any such investigation.

Q.7. If you have any information regarding Ronald Beyer's physical condition other than that information furnished you by the Plaintiff's counsel, state the nature of that information, the name and address of its source, and if documentary in nature, its present location.

A.7. Assuming that such "information" does not refer to whatever information, if any, Owens-Illinois, Inc. has received from consulting experts, Owens-Illinois has obtained no such information in the course of its preparation of this case.

Q.8. Were any photographs, movies and/or videotapes taken of the scene of the occurrence or of the persons involved? If so, state the date or dates on which such photographs, movies and/or videotapes were taken, the subject thereof, who now has custody of them, and the name, address and occupation and employer of the person taking them. **ISC Form Int. 8.**

A.8. This defendant objects to this interrogatory on the grounds that the term "occurrence" is vague and ambiguous. Without waiving the above objection, Owens-Illinois did not take and does not possess any such photographs, movies and/or videotapes.

Q.9. If you were named or covered under any policy of insurance, which provides coverage for any claim stated in the complaint, state as to each such policy: the name of the company; the policy number; the effective period; the maximum liability limits; what amounts, if any, have previously been paid under the policy which in the opinion of the carrier reduces the coverage available; whether the carrier denied coverage or tendered a defense under a reservation of rights; whether the policy contains any first party medical pay or disability coverage, and, if so,

describe the coverage; and which, if any, of the carriers listed in your answer is providing a defense to this suit.

A.9. This defendant objects to this interrogatory on the grounds that it seeks irrelevant and immaterial information which is not reasonably calculated to lead to the discovery of admissible evidence. Expressly reserving and without waiving its objections, and subject to them, this defendant states that the issues surrounding its insurance coverage for asbestos claims are complex and remain not fully resolved. Because of disputes over possible insurance coverage, this defendant has engaged in litigation against certain insurance carriers which may provide coverage for asbestos claims. See, Owens-Illinois, Inc. v. Aetna Casualty and Surety Company, 597 F.Supp. 1515 (D.D.C. 1984); Owens-Illinois, Inc. v. United Insurance Co., 135 N.J. 306 650 A.2d 974 (1994).

The litigations between this defendant and Aetna Casualty and Surety Co. and United Insurance Co. have been settled. The terms and conditions of the settlement agreements are confidential, and as a consequence, the parties are precluded from disclosing the terms or contents of the agreements. Litigation involving certain reinsurers of this defendant's insurers is continuing.

Q.10. State the name and address of each person who has employed the lawyer(s) representing you in this case. Illinois Supreme Court Rule of Professions Conduct 3.3 (a) (8).

A.10. This defendant objects to this interrogatory as being vague, ambiguous, irrelevant, not reasonably calculated to lead to the discovery of admissible evidence and not limited to any issue which is the subject of this case.

Q.11. State the following about each current employee of Defendant who has a medical degree: name, business address, job title, and whether the person completed a residency in either public health or occupational medicine.

A.11. This defendant objects to this interrogatory as being irrelevant, overly broad, not reasonably calculated to lead to the discovery of admissible evidence and not limited to any issue which is the subject of this case. This defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958.

Q.12. State the following about each current employee of Defendant who is an industrial hygienist: name, business address and job title.

A.12. This defendant objects to this interrogatory as being irrelevant, not reasonably calculated to lead to the discovery of admissible evidence and not limited to any issue which is the subject of this case. This defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958.

Q.13. Has Defendant ever had one or more persons whose primary responsibility included looking after or monitoring the health of Defendant's employees, such as a medical director? If so, state the following as to each person who has held this position:

- (a) the name and address of the person;
- (b) the name of the position he or she held;
- (c) the dates during which he or she held the position;
- (d) the address of his or her office during the time he or she held the position;
- (e) state whether there was a written job description for that position at that time;
- (f) if there was a written job description, set forth the words of the description or attached a copy hereto.

A.13. Charles Shook, M.D., deceased, employed from March 25, 1946 until June 30, 1960 was the Medical Director during the period in which this defendant manufactured, sold or distributed Kaylo asbestos-containing products. He reported to the Vice President of Corporate Staff, Director of Corporate Personnel and maintained an office at Owens-Illinois Glass company, General Offices, Toledo 1, Ohio. No written job description of Dr. Shook's position has been found by this defendant.

Q.14. Has Defendant ever directed or contributed money toward a study of the effects of asbestos upon the health of animals or man? If so, state the follow as to each such study:

- (a) the description or title of the study;
- (b) the dates during which it was made;
- (c) brief description of the study;
- (d) whether any of the results were reported into written form, and if so, who now has a copy of the report.

A.14. This defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958 and does not have any records from which it can obtain information sufficient to answer this interrogatory.

During May, 1979, various papers and reports were produced by an employee of the Trudeau Institute, Mr. Allan Logie, regarding animal experiments conducted at laboratories at Saranac Lake involving dust collected during the Kaylo manufacturing process. These papers and reports may contain information relating to the substance of this interrogatory. This defendant has not been able to find these papers and reports in its business records or correspondence although it has searched for and continues to search for them.

This defendant's counsel obtained copies of some of the papers and reports produced by Mr. Logie. However, these copies constitute only a portion of a larger volume of papers and reports which this defendant has not copied. They are available through Winne, Banta, Rizzi, Hetherington & Basralian, 25 E. Salem Street, Hackensack, New Jersey. This defendant also has reason to believe that plaintiffs' counsel has copies of the documents produced by Mr. Logie. Other documents possibly relating to this interrogatory may have been produced by Owens-Corning Fiberglas Corporation in the asbestos litigation.

Those documents found at Saranac Lake and at Owens-Corning Fiberglas Corporation and elsewhere, indicate that during the period of time when Owens-Illinois was in the business of manufacturing asbestos-containing products, the state of government, industrial hygiene and medical community knowledge was that there was a recognized safe exposure level for asbestos

dust and that persons installing insulation were not exposed to excessive or hazardous levels of asbestos dust. The foregoing documents also indicate that Kaylo plant employees were x-rayed periodically and displayed no asbestos-related chest disease; that this defendant made appropriate efforts to provide ventilation and to control the emissions of all dust emitted during the manufacturing process within recognized safe levels of exposure, including the use of respirators in some instances, dust collection equipment and other devices as necessary; and that therefore during the period in which this defendant was in the business of manufacturing Kaylo it had no reason to believe that the foreseeable use of Kaylo would create a hazard to users.

The documents produced by Owens-Corning Fiberglas Corporation indicate that the September, 1955 publication in the A.M.A. Archives of Industrial Health was a publication of inhalation experiments.

To the extent that this interrogatory seeks the production of documents, such documents, as outlined in this response, have not been found as part of this defendant's records and, to the extent that this defendant is in possession of copies of documents, it possesses copies only of documents collected in preparation for litigation. This defendant objects to producing the same. The documents are available from their proper source.

Q.15. Have there been any studies of the effect of asbestos upon the health of any of Defendant's employees? If so, state:

- (a) the description or title of the study;
- (b) the dates during which it was made;

- (c) the location or locations of the plants at which the employees were employed;
- (d) the number of employees studied;
- (e) brief description of the study;
- (f) whether any of the results were reported into written form, and if so, who now has a copy of the report.

A.15. This defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958 and does not have any records from which it can obtain information sufficient to answer this interrogatory.

During May, 1979, various papers and reports were produced by an employee of the Trudeau Institute, Mr. Allan Logie, regarding animal experiments conducted at laboratories at Saranac Lake involving dust collected during the Kayo manufacturing process. These papers and reports may contain information relating to the substance of this interrogatory. This defendant has not been able to find these papers and reports in its business records or correspondence although it has searched for and continues to search for them.

This defendant's counsel obtained copies of some of the papers and reports produced by Mr. Logie. However, these copies constitute only a portion of a larger volume of papers and reports which this defendant has not copied. They are available through Winne, Banta, Rizzi, Hetherington & Basralian, 25 E. Salem Street, Hackensack, New Jersey. This defendant also has reason to believe that plaintiffs' counsel has copies of the documents produced by Mr. Logie. Other documents possibly relating to this interrogatory may have been produced by Owens-Corning Fiberglas Corporation in the asbestos litigation.

Those documents found at Saranac Lake and at Owens-Corning Fiberglas Corporation and elsewhere, indicate that during the period of time when Owens-Illinois was in the business of manufacturing asbestos-containing products, the state of government, industrial hygiene and medical community knowledge was that there was a recognized safe exposure level for asbestos dust and that persons installing insulation were not exposed to excessive or hazardous levels of asbestos dust. The foregoing documents also indicate that Kaylo plant employees were x-rayed periodically and displayed no asbestos-related chest disease; that this defendant made appropriate efforts to provide ventilation and to control the emissions of all dust emitted during the manufacturing process within recognized safe levels of exposure, including the use of respirators in some instances, dust collection equipment and other devices as necessary; and that therefore during the period in which this defendant was in the business of manufacturing Kaylo it had no reason to believe that the foreseeable use of Kaylo would create a hazard to users.

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To the extent that this interrogatory seeks the production of documents, such documents, as outlined in this response, have not been found as part of this defendant's records and, to the extent that this defendant is in possession of copies of documents, it possesses copies only of documents collected in preparation for litigation. This defendant objects to producing the same. The documents are available from their proper source.

Q.16. Have there been any instances where asbestos was a cause of mesothelioma in man?

A.16. This defendant objects to this interrogatory as being vague, ambiguous, unintelligible, not reasonably calculated to lead to the discovery of admissible evidence and not limited to any issue which is the subject of this case. Further, this defendant objects to this interrogatory on the basis that it seeks an expert medical opinion which this defendant is not qualified to render.

Q.17. How much asbestos is necessary to cause mesothelioma in man?

A.17. This defendant objects to this interrogatory as being vague, ambiguous, unintelligible, not reasonably calculated to lead to the discovery of admissible evidence and not limited to any issue which is the subject of this case. Further, this defendant objects to this interrogatory on the basis that it seeks an expert medical opinion which this defendant is not qualified to render.

Q.18. What is the maximum amount of asbestos to which an individual can be exposed without increasing the risk that the individual will contract mesothelioma?

A.18. This defendant objects to this interrogatory as being vague, ambiguous, unintelligible, not reasonably calculated to lead to the discovery of admissible evidence and not limited to any issue which is the subject of this case. Further, this defendant objects to this

interrogatory on the basis that it seeks an expert medical opinion which this defendant is not qualified to render.

Q.19. Has Defendant issued a warning about the relationship between asbestos and mesothelioma? If so, state as to each such warning:

- (a) the language of the warning;
- (b) date first issued or distributed;
- (c) date last issued or distributed;
- (d) the method of communication or distribution used;
- (e) the name, position at that time, and current address, position and employer of each person ordering or recommending the warning.

A.19. This defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958. This defendant has not found information in its records sufficient to enable it to answer this interrogatory. However, it does not appear that any warning concerning asbestos was given in that it does not appear that this defendant had reason to believe that the use of its products would result in a foreseeable risk of harm. Defendant is informed and believes that at no time prior to 1958 was there reason to believe that the medical and scientific community accepted that there was a causal connection established between exposure to asbestos and a risk of contracting mesothelioma.

Q.20. If your answer to the preceding interrogatory was affirmative, list the name and address of each employee of Defendant who was responsible to investigate whether the warning

was reaching the persons who were breathing or ingesting sufficient amounts of asbestos to be at risk of contracting mesothelioma.

A.20. Not applicable to this defendant. Refer to objection and answer to Interrogatory No. 19.

Q.21. If your answer to the second preceding interrogatory was affirmative, list the name and address of each employee of Defendant who was responsible to investigate whether the warning provided the persons at risk of contracting mesothelioma with a sane appreciation of the severity of the disease and the probability of contracting the same.

A.21. Not applicable to this defendant. Refer to objection and answer to Interrogatory No. 19.

Q.22. If your response to any interrogatory is an objection that it is burdensome, state the name, address and position of the person most knowledgeable about the effort that would be required to answer the interrogatory and the estimate of that person regarding the man-hours that would be required to answer the interrogatory.

A.22. Not applicable to this defendant. Refer to this defendant's answers to these interrogatories.

Q.23. Has any employee, agent or representative of Defendant (or any of its corporate predecessors) ever been physically present at the plant at 1111 West Perry Street,

Bloomington, Illinois? If so, state the name, current address, and date(s) of visit for each such person.

A.23. This defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958. This defendant has not found information in its records sufficient to enable it to answer this interrogatory.

Q.24. Has Defendant or any of its corporate predecessors ever sold asbestos or asbestos-containing products to the plant at 1111 West Perry Street, Bloomington, Illinois or shipped or delivered asbestos or asbestos-containing products to Union Asbestos and Rubber Company, UNARCO Industries, Inc., or Owens-Corning Fiberglas Corporation? If so, state the details of each such sale, shipment or delivery.

A.24. This defendant objects to this interrogatory on the basis that it seeks information which is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving the above objection, this defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958. This defendant has found no records indicating that it sold, distributed, or otherwise supplied Kaylo insulation products containing asbestos to the plant at 1111 West Perry Street, Bloomington, Illinois or the Union Asbestos and Rubber Company, UNARCO Industries, Inc. Defendant has found records indicating that it may have sold its Kaylo asbestos-containing products to Owens-Corning Fiberglas, refer to Exhibit I. In 1953, this defendant entered into a sales

agreement with Owens-Corning Fiberglas Corporation under which it agreed to the sale of Kaylo asbestos-containing products to that corporation. This defendant believes that it ceased the general marketing and sales of its asbestos-containing thermal insulation products at that time, disbanded its sales force, and that thereafter, Owens-Corning Fiberglas Corporation was the primary marketer of its product under the sale of the division to Owens-Corning Fiberglas Corporation in 1958. Refer to Exhibit II.

Q.25. Provide the following details regarding each material safety data sheet you have prepared regarding asbestos or an asbestos containing product: name of product; date prepared or published; name, address and employer of each person involved in preparing the language, if any, regarding the health hazards associated with the product.

A.25. This defendant objects to this interrogatory on the basis that it is vague and ambiguous, seeks information which is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the discovery of admissible evidence, except as it relates to the period of time during which this defendant engaged in the manufacture, sale and distribution of its Kaylo asbestos-containing products. Without waiving the above objection, this defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958. This defendant has found no material safety data sheets regarding its Kaylo product in its business records.

Q.26. List the names and addresses of all other persons (other than person heretofore listed) who have knowledge of the facts of the occurrence and/or of the injuries and damages claimed to have resulted therefrom. **ISC Form Int. 25.**

A.26. This defendant objects to this interrogatory on the basis that it is vague, ambiguous, seeks information which is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to the extent this interrogatory seeks information regarding individuals involved in preparing the defense of Owens-Illinois, Inc. in this matter, such as attorneys, paralegals and other related persons, and any consulting experts.

Q.27. Identify any statements, information and/or documents known to you and requested by any of the foregoing interrogatories which you claim to be work product or subject to any common law or statutory privilege, and with respect to each interrogatory, specify the legal basis for the claim as required by Illinois Supreme Court Rule 201(n). **ISC Form Int. 26.**

A.27. Refer to this defendant's answers to these interrogatories.



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Attorneys for OWENS-ILLINOIS, INC.

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF MC LEAN

CATHERINE PRATT, Administrator of the)		
Estate of Ronald Beyer, Deceased, and)		
BARBARA BEYER,)		
Plaintiffs,)		
v.)		NO. 96 L 17
ABEX CORPORATION, et al.,)		
Defendants.)		

CERTIFICATE OF SERVICE

I hereby certify that on May 15, 1997, I served a copy of Defendant Owens-Illinois, Inc.'s Response to Plaintiff's First Set of Interrogatories on all attorneys listed on the attached service list, by depositing same in the United States Mail in Chicago, Illinois, postage pre-paid.

SCHIFF HARDIN & WAITE



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Firm No. 1437

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AFFIDAVIT

STATE OF OHIO)

)SS:

COUNTY OF WOOD)

H. G. BRUSS, being duly sworn according to law, deposes and says that he is an Assistant Secretary of Owens-Illinois, Inc., a defendant herein; that as such he is authorized to make an Affidavit on its behalf; and that the facts set forth in the foregoing DEFENDANT, OWENS-ILLINOIS, INC.'S ANSWERS TO INTERROGATORIES, are true and correct to the best of his knowledge, information and belief.

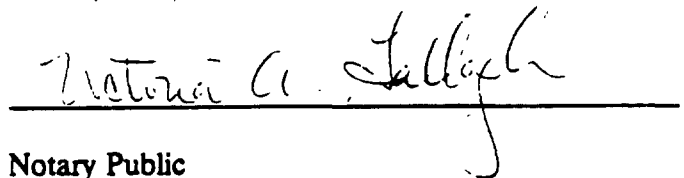


H. G. BRUSS

SWORN TO and subscribed before me this 25 day of March, 1997

My Commission Expires: VICTORIA A. GALLAGHER
Notary Public, State of Ohio
My Commission Expires Sept. 22, 1997

SEAL



Notary Public

EXHIBIT I

KAYLU DIVISION
SCHEDULE OF SHIPMENTS ON WAR CONTRACTS

CUSTOMER

Dot 19

.PPED TO

SHIPPED TO

Name

OWENS-CORNING

O.C. CUSTOMER

Name RILEY STOKER CORP

U.S. MARINE CORPS RECUT DE.

Address

Toledo, O.

Address Wagoner, Minn.

PARRIS ISLAND, S.C.

Order No.

02-8868

51259-B-2147

F.O.B. DERLIN PPD

Col. ✓

Terms NET 30

INVOICE

Date

Pr.

Number

ARTICLE NO. OR DES.

Quantity Shpt.

SALES VALUE

Article

Other

FACTORY COST

Article

Pkg. and Fittg.

Freight Cost

Product Classifications

Bad

1937

3/18

95

2296

22

4996

200

3842

DESCRIPTION	ACCOUNT NUMBER	AMOUNT	
		Dr.	Cr.
Fixed assets	95 2000		
Reserve for depreciation - general systems	99 2113		
Reserve for depreciation - general equipment	99 2152		
Reserve for depreciation	95 2100		
General systems	99 2613		
General equipment	99 2612		
Transfer of assets of April 10, 1953, filed assets located at Technical Center for Calculator to Style Division, which were sold to General Electric Wireless Corp. per agreement dated May 2, 1953.			

OWENS-ILLINOIS GLASS COMPANY

ADMINISTRATIVE DIVISION

Dept. Property Records Journal No.

Month of May 1913 Sheet No. 1

31 Oct 1966

	DESCRIPTION	ACCOUNT NUMBER	AMOUNT	
			Dr.	Cr.
	Place Accounts Receivable - General Corporation in suspended state. Reserve for depreciation	00 0334 75 2100	6,267,599.03	0.00
	Reserve for depreciation	00 2300	1,389,782.71	0.00
	Fixed Asset	95 2032	0.00	3,123,221.00
	Fixed Asset	70 2207	0.00	23,127.00
	Profit or Loss on Assets Sold or Abandoned	00 1017	0.00	0.00
	To record the sale of the plant property and equipment of the Corolla, New Jersey, plant as of April 30, 1957, to the General Electric Fiberglass Corporation per agreement dated May 6, 1957.			
	The profit does not include the cost of selling the assets of \$1,200,000 paid on 1-1-58.			
	In amount of \$1,200,000 paid on 1-1-58.			
	Total 11,389,782.71			

Night Days	Metal	Scrap Sales		Misc.	Account Balance Dr. - Cr.
				300.00	300.00
				300.00	600.00
	27.70				627.70
				300.00	927.70
	27.54				955.24
				277.2	1232.44
				300.00	1532.44
1041					1632.44
	300.00				1932.44
				300.00	2232.44
				27.00	2259.44
	500.00				2759.44
				300.00	3059.44
1041	277.21			155.72	3284.37
	127.72				3412.09
				300.00	3712.09
				300.00	4012.09
	12.00				4024.09
				300.00	4324.09
1041	743.01			275.72	4599.82
				300.00	4899.82
	332.48				5232.30
				300.00	5532.30

16-76-03

13	10	95	340	95	7140	41.20	
13	10	95	341	95	7140	48.88	
13	10	95	347	95	7140	15.01	
13	10	1	5130	95	7140	48.41	
13	10	1	5130	95	7140	89.38	
13	10	95	346	95	7140	197.20	
13	10	95	346	95	7140	26.39	
13	10	95	676	95	7140	305.66 CR	
13	10	95	1241	95	7140	472.61	
13	10	95	1242	95	7140	56.64	
13	10	95	1243	95	7140	156.23	
13	10	95	1245	95	7140	209.99	
13	10	95	1246	95	7140	18.83	
13	10	95	1247	95	7140	651.83	
13	10	95	1238	95	7140	1,514.53	
13	10	95	1240	95	7140	720.11	
13	10	1	73	95	7140	1,546.69	
13	10	95	1239	95	7140	723.41	
13	10	95	343	95	7140	63.58	
13	10	95	1232	95	7140	1,386.22	
13	10	95	1233	95	7140	683.30	
13	10	95	1234	95	7140	290.09	
13	10	95	1235	95	7140	2,122.76	
13	10	95	1236	95	7140	932.26	
13	10	95	1237	95	7140	670.73	
13	10	95	1231	95	7140	837.39	
13	10	95	1231	95	7140	13,297.93	
13	10	1	5126	95	7172	100.00	
13	10	1	5129	95	7190	100.00	
13	10	1	5129	95	7190	2,330.64	
13	10	1	5129	95	7190	555.43	
13	10	1	5129	95	7190	2,686.07	
13	10	23	347	95	7199	41.20	
13	10	23	346	95	7199	247.20	
13	10	23	343	95	7199	197.97	
13	10	23	343	95	7199	460.37	
13	10	69	674	95	7201	300.00 CR	
13	10	69	660	95	7201	24.00 CR	

30,000.23
up from existing inventory January
300.00 CR
24.00 CR
324.00 CR
metal

CASH

CASH

16-80-04

10	95	1315	95	7140	82915
10	95	1316	95	7140	4146
10	95	1317	95	7140	22907
23	95	384	95	7140	1310
10	95	1318	95	7140	122464CR
10	95	1319	95	7140	12355
10	95	1320	95	7140	75705
10	95	1321	95	7140	17682
10	95	1322	95	7140	30234
10	95	1323	95	7140	140729
10	95	1324	95	7140	12016
10	95	1325	95	7140	76998CR
10	95	1314	95	7140	53049
10	95	1326	95	7140	3995
10	95	1327	95	7140	66294
10	95	1328	95	7140	129481
10	95	1329	95	7140	83756
10	95	1330	95	7140	10627CR
23	95	389	95	7140	7646
69	95	730	95	7140	1006
69	95	732	95	7140	11058
69	95	728	95	7140	11058CR
23	95	386	95	7140	9392
23	95	390	95	7140	14007
					1171759 *
10	1	5147	95	7172	10000
					10000 *
10	1	5150	95	7190	268920 ✓
10	1	5150	95	7190	55791 ✓
					324711 *
10	95	1334	95	7199	29489
23	95	386	95	7199	15347
23	95	390	95	7199	12360
					57196 *
					4194840 *
Credit 3 Ward Ave					
10	95	1318	95	7201	2700CR
69	95	722	95	7201	50000CR
89	95	725	95	7201	30000CR
					82700CR*
10	1	5152	92	7202	23248

Blanchie

credit entry

Owner's entry

195-1397

16-75-14

1	13	7	10	1	5122	95	7190	2,308.38
1	13	7	10	1	5122	95	7190	525.61
								2,833.99 *

1	13	7	23	95	334	95	7199	41.20
1	13	7	23	95	336	95	7199	417.50
1	13	7	23	95	338	95	7199	950.74
								1,409.44 *

34,351.02 *

1	13	7	89	95	667	95	7201	300.00 CR
								300.00 CR*

Barn Lining *gms*

1	13	7	10	1	5125	92	7202	217.49
								217.49 *

85-378

82.51 CR*

1	13	7	23	95	338	95	7311	2.84
1	13	7	10	95	1221	95	7311	28.00
1	13	7	10	95	1222	95	7311	1,446.23
1	13	7	10	95	1227	95	7311	1.36
1	13	7	10	95	1229	95	7311	362.50
								1,840.93 *

1	13	7	23	95	334	95	7314	2
1	13	7	89	95	668	95	7314	1
1	13	7	23	95	338	95	7314	1
1	13	7	23	95	338	95	7314	2
								87.84 *

1	13	7	23	95	334	95	7315	1
1	13	7	23	95	334	95	7315	2
1	13	7	23	95	338	95	7315	1
1	13	7	23	95	338	95	7315	2
								1,949.68 *

1	13	7	23	95	338	95	7332	27.69
1	13	7	10	95	1229	95	7332	31.41 CR
								3.72 CR*

1	13	7	10	1	5125	92	7396	2,130.63
								2,130.63 *

85-7202

Pin 6,005.36 *

2 13 7 10 1 5261 00 4261

132.79
132.79 *

132.79 *

2 13 7 23 95 570 95 7133
2 13 7 23 95 568 95 7133
2 13 7 23 95 565 95 7133

5.18
3.58
27.63
36.39 *

2 13 7 10 1 5262 95 7140
2 13 7 10 1 5263 95 7140
2 13 7 23 95 570 95 7140
2 13 7 23 95 568 95 7140
2 13 7 23 95 565 95 7140

134.82
377.34
113.80
12.66
150.09
788.71 *

2 13 7 10 1 5261 95 7190

3,532.91
3,532.91 *

2 13 7 23 95 565 95 7199

378.43
378.43 *

2 13 7 89 95 938 95 7201

300.00 CR
300.00 CR*

4,736.44 *

2 13 7 23 95 570 95 7311

2.16
2.16 *

2 13 7 23 95 568 95 7314

4.55
4.55 *

2 13 7 23 95 568 95 7315

83.26
83.26 *

2 13 7 10 1 115 95 7325

35.50
35.50 *

2 13 7 23 95 570 95 7332

79.67
79.67 *

205.14 *

Concmt
same things
Labels
Unwritten Exp
Unexp
10/10/2000
10/10/2000

CASH

1	13	7	10	00 4533	.11	*
					.11	*
						984.58 *
1	13	7	23	95 560 95 7133	12.42	
1	13	7	23	95 563 95 7133	1.84	
					14.26	*
1	13	7	23	95 560 92 7140	41.20	
1	13	7	23	95 563 92 7140	41.20	
					82.40	*
1	13	7	23	95 558 95 7140	40.87	
1	13	7	23	95 560 95 7140	86.68	
1	13	7	23	95 569 95 7140	152.33	
1	13	7	10	95 7140	667.34	
					947.22	*
1	13	7	10	95 7190	3,625.41	
					3,625.41	*
1	13	7	23	95 558 95 7199	546.43	
1	13	7	23	95 560 95 7199	58.09	
1	13	7	23	95 563 95 7199	115.22	
					719.74	*
				<i>Barney</i>	<i>5,389.03</i>	*
1	13	7	89	95 933 95 7201	300.00 CR	
					300.00 CR*	
1	13	7	10	92 7202	69.36	
				<i>911000</i>	69.36	*
				<i>Barney</i>	<i>230.64 CR*</i>	
1	13	7	23	95 558 95 7314	2.88	
1	13	7	23	95 560 95 7314	4.44	
					7.32	*
1	13	7	23	95 560 95 7315	41.20	
					41.20	*
1	13	7	23	95 558 95 7322	160.63	

Barney

Barney

Barney

Barney

Barney

Barney

6	13	7	23	95	603	95	7140	328.91
6	13	7	23	95	601	95	7140	327.24
6	13	7	89	95	975	95	7140	17.49
6	13	7	23	95	599	95	7140	196.62
6	13	7	10	1	5279	95	7140	530.58
								1,400.84 *

6	13	7	69	95	972	95	7146	20.00 CR
								20.00 CR*

6	13	7	10	1	5277	95	7190	3,879.50
								3,879.50 *

6	13	7	23	95	603	95	7199	585.29
6	13	7	23	95	601	95	7199	277.79
6	13	7	23	95	599	95	7199	105.53
								968.61 *

6,171.95 *

6	13	7	69	95	974	95	7201	14.00 CR
6	13	7	89	95	971	95	7201	300.00 CR
								314.00 CR*

6	13	7	10	1	5279	92	7202	30.10
								30.10 *

283.90 CR*

6	13	7	23	95	599	95	7311	31.50
								31.50 *

6	13	7	23	25	466	49	7314	180.46
6	13	7	23	25	464	49	7314	180.46
6	13	7	23	25	465	49	7314	317.16
								678.08 *

6	13	7	23	92	529	92	7314	56.04
								56.04 *

6	13	7	23	95	601	95	7314	8.65
6	13	7	23	95	599	95	7314	3.98
6	13	7	23	95	599	95	7314	3.86
								16.49 *

6	13	7	23	95	601	95	7315	13.94
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17-109-05

[illegible]

5,652.46 *

9 13	7 69	95 995	95 7201	133.39	CR	metal
9 13	7 89	95 991	95 7201	300.00	CR	dypt
				433.39	CR*	

433.39 CR*

[illegible]

344.16 *

9	13	7	24	1	171	12	8101	8.97	*
9	13	7	10	1	5291	04	8109	12.00	
9	13	7	10	1	5291	12	8109	68.31	
9	13	7	10	1	5291	12	8109	80.31	*

[illegible]

9	13	7	24	1	171	04	8173
9	13	7	24	1	171	12	8173
							430.75
							720.90
							1,151.65 *

CASH

7.181,22 *

13	7	23	95	609	95	7133	1.84
13	7	23	95	605	95	7133	7.14
							8.98 *
13	7	23	92	530	92	7140	3.71
							3.71 *
13	7	23	95	609	95	7140	509.45
13	7	23	95	605	95	7140	206.86
13	7	10	1	5284	95	7140	427.62
							943.93 *
7	13	7	10	1	5281	95	7190
							3.932.92
							3.932.92 *
7	13	7	23	95	605	95	7199
							53.34
							53.34 *
							4.942.88 *
7	13	7	69	95	978	75-7201	169.25 CR
							169.25 CR* <i>initial</i>
7	13	7	89	95	980	95	7201
							300.00 CR <i>Guinness Company</i>
							300.00 CR*
							469.25 CR*
7	13	7	23	95	609	95	7314
7	13	7	23	95	605	95	7314
							4.50
							4.12
							8.62 *
7	13	7	23	95	609	95	7315
7	13	7	23	95	605	95	7315
							51.50
							74.07
							125.57 *
7	13	7	10	1	5284	92	7396
							49.90
							49.90 <i>Plum last 42-7200</i>
							184.09 *
7	13	7	24	1	169	04	8109
7	13	7	24	1	169	12	8109
							1.81
							7.86
							29.68
							39.35 *

8 13 7 23 95 611 95 7140 2 54.61 *

8 13 7 10 1 5285 95 7190 3,964.32 *

8 13 7 23 95 615 95 7199 56.00 *

6,540.39 *

8 13 7 89 95 987 95 72014 300.00 CR

300.00 CR*

8 13 7 23 25 467 49 7314 2 41.19 CR

8 13 7 23 95 615 95 7314 2 3.70

8 13 7 23 95 613 95 7314 1 130.40

8 13 7 23 95 613 95 7314 2 340.91

8 13 7 23 95 611 95 7314 2 3.10

8 13 7 23 95 611 95 7314 2 478.11 *

8 13 7 23 95 611 95 7315 2 27.93

8 13 7 24 1 170 04 8109 5.00

8 13 7 10 1 5287 12 8109 36.42

8 13 7 10 1 5288 12 8144 41.42 *

8 13 7 10 1 5287 04 8172 30.12 *

8 13 7 10 1 5287 12 8172 206.09

8 13 7 24 1 170 04 8173 105.89

8 13 7 24 1 170 12 8173 311.98 *

8 13 7 24 1 170 04 8173 194.46

8 13 7 24 1 170 12 8173 985.13

8 13 7 10 1 5285 12 8189 1,179.59 *

8 13 7 10 1 5285 12 8189 276.58

8 13 7 10 1 5285 12 8189 276.58

464.85 *

FORM NO. 100-1

15-63-05

OWENS - ILLINOIS GLASS COMPANY

KAYLO DIVISION
INTRA-COMPANY CORRESPONDENCE

February 23, 1954 General Offices - Toledo, Ohio

Attention of Mr. J. B. Follas

Subject GENERAL INSULATION & ROOFING COMPANY
LOUISVILLE, KENTUCKY

Please issue check to subject distributor in the amount of \$16.38, representing commission due them for shipments into their territory during the month of January.

The amount was arrived at as follows:

Invoiced to: Owens-Corning Fiberglas Corp.

Owens-Corning Customer - Fiberglas Contracting & Supply Company

Shipped to: Same
Louisville, Kentucky

1/14/54	B95-3182	OC# 37-2260	<u>Sales Amt.</u> \$327.60	<u>Com. at 5%</u> \$16.38
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Kaylo Comptroller's Department

RMB
R. R. Beck

Change 72-8204

0.63
January 1954
JK

Sales Report
 Period Ending 12-31-54
 Responsibility Sales by
 Customer or Line of Products

-S-P-04

Customer

Product
L.P.G.

Heat Insulation:

Pipe Insulation - Routed

Owens Corning Fiberglas Corp.

$$8504404 \div \frac{25,000}{501,000} = .16966$$

Pipe Insulation - Mch'd - Std. Line

Owens Corning Fiberglas Corp.

$$4854577 \div \frac{48,500}{1,803,000} = .02689$$

Pipe Insulation - Other

Owens Corning Fiberglas Corp.

$$9524 \div \frac{25}{60,000} = .00158$$

Standard Commercial Title report:

Sales information -

	Responsibility (See above)	Total Sales J-30
Pipe Insul - Routed	8504404	50177947
" - Mch'd	4854577	180392156
" - Other	9524	6045014
Total	13368505	236615117

$$\frac{133,600}{2,366,000} = .05646$$

U

THIS

CUSTOMER

Quercus Cuneata

NAME David Supply Depot

Oct 19

Col. M. D. Dineen

ADDRESS Sp. Moore (1104) - Washington, D.C.

0645.551 8454
7574.471 0

F.O.B.	PPD	COL.	TERMS

F.O.B.

Col.

TEAMS

[illegible]

70-07

9 13	7 10 95	1122	95	7140	38630
9 13	7 10 95	1123	95	7140	72505
9 13	7 10 95	1119	95	7140	19722
9 13	7 10 95	1120	95	7140	148106
9 13	7 10 95	1116	95	7140	41383
9 13	7 10 95	1117	95	7140	9418
9 13	7 10 95	1118	95	7140	55652
9 13	7 10 95	1130	95	7140	9492CR
9 13	7 10 95	1131	95	7140	9717
9 13	7 23 95	287	95	7140	2272
9 13	7 10 95	1135	95	7140	44960
9 13	7 10 95	1133	95	7140	85838
9 13	7 10 95	1134	95	7140	47722
9 13	7 89 95	616	95	7140	1040CR
9 13	7 10 95	1138	95	7140	88499
9 13	7 23 95	291	95	7140	21667
					1031407 *
9 13	7 10 95	1125	95	7160	65818
					65818 *
9 13	7 10 1	5101	95	7172	10000
					10000 *
9 13	7 10 1	5100	95	7190	55892
9 13	7 10 1	5100	95	7190	266323
					322215 *
9 13	7 23 95	289	95	7199	4120
9 13	7 10 95	1137	95	7199	33000
9 13	7 23 95	280	95	7199	18038
9 13	7 23 95	282	95	7199	12098
9 13	7 10 95	1130	95	7199	7500
9 13	7 10 95	1132	95	7199	19250
9 13	7 23 95	287	95	7199	4120
9 13	7 23 95	291	95	7199	82371
					180497 *

3865930 *

9 13	7 89 95	610	95	7201	2191
9 13	7 89 95	624	95	7201	30000CR
					27809CR *

encl.
Diana Crumby
Sgt.

9 13	7 10 1	5103	92	7202	101607
					101607 *

85-720Y

73708 *

-03

10 1	7 10 95	1140 95	7140	37414
10 13	7 10 95	1141 95	7140	23939
10 13	7 10 95	1142 95	7140	48852
				1193581 *

10 13	7 10	1 5108 95	7172	10000
				10000 *

10 13	7 10	1 5104 95	7190	181983
10 13	7 10	1 5104 95	7190	39095
				221078 *

10 13	7 23 95	302 95	7199	14692
10 13	7 10 95	1158 95	7199	141400
10 13	7 23 95	299 95	7199	8240
10 13	7 10 95	1148 95	7199	21000
10 13	7 10 95	1143 95	7199	39250
10 13	7 23 95	295 95	7199	4120
10 13	7 23 95	293 95	7199	26711
10 13	7 10 95	1139 95	7199	6750
				252163 *

10 13	7 89 95	628 95	7201	300000R
				300000R *

10 13	7 10	1 5107 92	7202	71164
				71164 *

10 13	7 10	1 5104 71	7311	8000
				8000 *

10 13	7 10 95	1154 95	7311	530
10 13	7 10 95	1152 95	7311	625
10 13	7 10 95	1143 95	7311	35982
				37137 *

10 13	7 23 92	519 92	7314	54112
				54112 *

10 13	7 23 95	302 95	7314	2451
10 13	7 23 95	297 95	7314	2306
10 13	7 23 95	299 95	7314	185
10 13	7 23 95	295 95	7314	451
				5393 *

4009876 *

upstream
Bulb

85-1202

41164 *

Barney

Antony

Parade 125-348

16 = 24203

7	10	95	1597	95	7140	329.13	
7	13	7	10	95	1598	95	7140
7	13	7	10	1	5220	95	7140
7	13	7	10	95	1599	95	7140
7	13	7	10	95	1600	95	7140
7	13	7	10	95	1601	95	7140
7	13	7	10	95	1602	95	7140
7	13	7	10	95	1603	95	7140
7	13	7	10	95	1604	95	7140
7	13	7	10	1	5221	95	7140
7	13	7	23	95	516	95	7140
7	13	7	23	95	508	95	7140
7	13	7	69	95	881	95	7140
7	13	7	69	95	885	95	7140
7	13	7	23	95	512	95	7140
7	13	7	23	95	514	95	7140
7	13	7	10	95	1590	95	7140
7	13	7	10	95	1591	95	7140
7	13	7	10	95	1592	95	7140
7	13	7	10	95	1593	95	7140
7	13	7	10	95	1595	95	7140
7	13	7	10	95	1594	95	7140
7	13	7	10	95	1596	95	7140
7	13	7	10	95	1589	95	7140
7	13	7	10	95	1588	95	7140
7	13	7	10	1	5219	95	7172
7	13	7	10	1	5216	95	7190
7	13	7	10	1	5216	95	7190
7	13	7	10	95	1604	95	7199
7	13	7	23	95	516	95	7199
7	13	7	23	95	512	95	7199
7	13	7	10	95	1603	95	7199
7	13	7	10	95	1604	95	7201
7	13	7	69	95	878	95	7201
7	13	7	10	95	1590	95	7201
7	13	7	10	95	1595	95	7201

CASH

5 amp filter 7.50

one used power

turn in now 20.00

3 ring binder

42,218.18 *

6.00 (ring) 300.00 CR July

12.50 CR

4.50 CR

27.50 CR

281.50 CR

195-4904

195-4986-87

16-93-05

0	10	95	1587	95	7140	147.50 CR	
0	10	1	5215	95	7140	245.77	
0	10	1	5215	95	7140	9.45	
0	10	1	5215	95	7140	150.55	
						10,752.93 *	
0	10	1	5215	95	7172	100.00	
						100.00 *	
0	10	1	5212	95	7190	2,511.92	
0	10	1	5212	95	7190	577.42	
						2,069.54 *	
0	10	25	501	95	7159	74.90	
0	10	25	504	95	7159	41.20	
0	10	25	506	95	7159	430.50	
						346.74 *	
						42,756.90 *	
0	10	30	370	95	7201 ✓	300.00 CR June	
0	10	30	373	95	7201 ✓	149.00 CR June	
						449.00 CR	
0	10	1	5215	92	7202 ✓	300.54	
						306.54 *	
						62.40 CR *	
0	10	95	1575	95	7311	460.00	
0	10	10	95	1582	95	7311	9.10
						469.10 *	
0	10	01	95	866	95	7314	20.78 CR
0	10	25	501	95	7314	30.03	
0	10	25	504	95	7314	17.08	
0	10	25	506	95	7314	1.56	
						26.69 *	
0	10	25	501	95	7315	41.20 ✓	
0	10	25	501	95	7315	247.20 ✓	
0	10	25	504	95	7315	247.20 ✓	
						335.60 *	
0	10	10	95	1579	95	7352 ✓	90.09

Unit - Part 1

CL 454

1-72-04

11 13 7 69 95 639 ✓ 95 7201
11 13 7 89 95 638 ✓ 95 7201

201.66 CR
300.00 CR
501.66 CR*

netel
O some
Coring

11 13 7 10 1 5112 ✓ 92 7202

A85-355

332.90
332.90

168.76 CR*

11 13 7 23 92 520 92 7311

3.61
3.61 *✓

11 13 7 10 95 1177 95 7311
11 13 7 10 95 1173 95 7311

5.51
923.64
929.15 *

11 13 7 23 95 312 92 7314 2
11 13 7 89 95 636 92 7314 2
11 13 7 23 95 305 92 7314 2
11 13 7 23 95 304 92 7314 2

27.13 CR
2.70
2.70 CR
38.18 CR
65.31 CR*

11 13 7 23 95 312 95 7315 1
11 13 7 23 95 312 95 7315 2
11 13 7 23 95 309 95 7315 1
11 13 7 23 95 309 95 7315 2
11 13 7 23 95 306 95 7315 2
11 13 7 23 95 304 95 7315 2

331.67 ✓
657.84
656.59 ✓
605.08
255.86
127.93
2,634.97 *

11 13 7 10 1 5112 ✓ 92 7396

A95-355

1,359.05
1,359.05 *

85-7202

11 13 7 24 1 137 12 8109
11 13 7 23 95 312 12 8109
11 13 7 10 95 1172 12 8109
11 13 7 10 1 67 12 8109
11 13 7 10 1 5112 12 8109

1.50
3.27
37.00
4.46
57.76
103.99 *

4,861.47

11 13 7 24 1 137 12 8144
11 13 7 10 1 67 12 8144

9.11
13.10
22.21 *

16-92-06

41.20
2.76
302.92 *

43,150.19 *

500.00 CR
300.00 CR*

200.00 CR*

180.00
5.78
185.78 *

12.44
5.54
15.13
32.15
65.26 *

266.67
217.26
41.20
82.40
41.20
41.20
689.93 *

234.97
138.54
373.51 *

4,615.63
4,615.63 *

5,930.11 *

7.54
103.01
.70
19.20
130.45 *

51.73

Owner *Garry May*

By Lloyd Products 092-4431

A42-74

U

16-83-02

9	13	7	10	95	1378	95	7140	718.34	
9	13	7	10	95	1379	95	7140	572.47	
9	13	7	10	95	1380	95	7140	978.75	
9	13	7	10	95	1381	95	7140	292.03	
9	13	7	10	95	1382	95	7140	399.90	
9	13	7	10	95	1383	95	7140	1,705.57	
9	13	7	10	95	1384	95	7140	181.86	
9	13	7	23	95	416	95	7140	135.44	
9	13	7	10	95	1377	95	7140	2,693.24	
9	13	7	23	95	419	95	7140	78.89	
								12,962.25	*
9	13	7	10	1	5166	95	7172	100.00	
								100.00	*
9	13	7	10	1	5958	95	7190	2,551.06	
9	13	7	10	1	5958	95	7190	559.48	
								3,110.54	*
9	13	7	10	95	1390	95	7199	817.25	
9	13	7	23	95	413	95	7199	41.20	
9	13	7	23	95	419	95	7199	41.20	
								899.65	*
9	13	7	89	95	760	95	7201	43,196.11	*
								300.00 CR	dyt hntkr
								300.00 CR	*
9	13	7	10	1	5167	92	7202	736.24	
								736.24	*
9	13	7	42	95	761	95	7202	736.24	
								736.24	*
9	13	7	42	95	761	95	7202	25.00 CR	
								25.00 CR	*
								411.24	*
9	13	7	10	95	1387	95	7311	136.15	
9	13	7	10	95	1392	95	7311	83.24	
9	13	7	10	95	1378	95	7311	177.88	
9	13	7	10	95	1384	95	7311	87.00	
								484.27	*

the new award for 1st half of "What he has"

in place of content:

Quinn Corning

A 42-20

R2-7202

to Administration

411.24 *

43,196.11 *

Cash

EXHIBIT II

AGREEMENT made this 9th day of May, 1958, with an effective date as of the close of business on April 30, 1958, between OWENS-ILLINOIS GLASS COMPANY, an Ohio corporation, hereinafter called "O-I," and OWENS-CORNING FIBERGLAS CORPORATION, a Delaware corporation, hereinafter called "OCF."

In consideration of the mutual promises herein contained, the parties agree as follows:

1. O-I hereby sells to OCF certain of the properties, hereinafter more particularly described, of the Kaylo Division of O-I on the following terms and conditions.

2. The term "Products" wherever it appears in this Agreement means hydrous calcium silicate products of the type heretofore manufactured by O-I at Berlin, New Jersey, and commonly referred to as "Kaylo." OCF hereby purchases the inventories of raw materials for the production of Products, Products in process of manufacture, finished Products in warehouse, and the manufacturing supplies and repair parts at the Kaylo plant at Berlin, New Jersey, all as of the close of business on April 30, 1958, for an aggregate consideration of \$633,661.41, which OCF agrees to pay in Toledo funds upon the execution of this Agreement.

3. OCF hereby purchases all trademarks relating exclusively to Kaylo owned by O-I, including trademarks set forth on the attached Schedule A, for an aggregate consideration of \$17,500.00, which OCF agrees to pay in Toledo funds upon the execution hereof.

4. OCF hereby purchases as of the close of business on April 30, 1958, the land, buildings, machinery and equipment, including

facilities under construction, office furniture, fixtures and equipment and automotive equipment, all located at Berlin, New Jersey; equipment at other locations used solely for testing Products or research in connection therewith, for an aggregate consideration of \$3,600,000.00, which OCF agrees to pay in Toledo funds upon the execution hereof.

5. OCF hereby purchases all inventions, patents and patent applications, both domestic and foreign, owned by O-I at the close of business on April 30, 1958, defining Products, or processes or apparatus for the manufacture thereof, including but not limited to the patents and applications listed on the attached Schedule B, for an aggregate consideration of \$2,650,000.00, which OCF agrees to pay in Toledo funds upon the execution hereof.

6. O-I hereby assigns to OCF all of the executory contracts as of May 1, 1958, of the Kaylo Division, including those for the purchase or sale of goods, materials, equipment, supplies and capital assets, agreements with labor unions, consultant agreements and all other contracts having to do with the conduct of its business (excepting, however, accounts receivable arising from goods supplied, services rendered or other transactions prior to May 1, 1958) and OCF agrees to perform and discharge all executory obligations under such contracts (excepting, however, any obligation for goods supplied or services rendered prior to that date, these obligations remaining the responsibility of O-I and excepting the obligation, if any, of O-I to pay compensation to any salaried employee of its Kaylo Division by reason of the termination of his employment by O-I), and will save O-I harmless from any and all claims of any third person or persons for any breach, after assignment

thereof, of any agreement so assigned. O-I will save OCF harmless from any and all claims for any breach, prior to assignment thereof, of any agreement so assigned, and for the breach of all warranties and agreements relating to goods delivered prior to May 1, 1958.

7. O-I will permit OCF to have such access as OCF may desire to the books, records, contracts, orders, files and properties of the Kaylo Division, and as promptly as practicable O-I will deliver to OCF all books, records, contracts, orders and files of the Kaylo Division, except such as O-I desires to retain, and as to these, O-I will make and deliver to OCF copies of any OCF desires.

8. O-I will turn over to OCF as promptly as practicable the files and records relating to all domestic and foreign patents, applications and inventions transferred to OCF. O-I will cooperate in making available other pertinent files and records, and O-I will cooperate in assisting OCF to prosecute pending applications and to file and prosecute additional applications on inventions transferred as OCF may elect.

9. O-I will deliver to OCF as promptly as practicable all deeds, bills of sale, assignments, and any other documents that are necessary or advisable to carry out the purposes of this Agreement. All titles to be conveyed by O-I hereunder shall be free, clear and unencumbered, except for the lien of taxes and assessments not due and payable on May 1, 1958, and except for defects in title to real estate which do not and will not substantially interfere with the use of real estate for the purpose for which it is presently used, and transfers thereof shall be made by deeds and bills of sale of general warranty, accompanied by appropriate abstract, report of title or title insurance policy showing

real estate titles to be good and merchantable in O-I, free, clear and unencumbered except as aforesaid. O-I makes no representation or warranty whatsoever, except as to title, as to personal property sold to OCF, nor as to the validity or scope of any patent or patent application, nor as to the rights OCF will acquire under any trademark or trade name. All documents contemplated hereby and all necessary corporate action shall be subject to the reasonable approval of respective counsel. O-I and OCF will each pay its own expenses in connection with the transaction herein contemplated.

10. The possession, use and disposition by O-I of the assets sold to OCF from the close of business on April 30, 1958, until the consummation of the sale herein contemplated shall be at the risk, and for the account, of OCF; O-I will account to OCF for any excess of its receipts therefrom over its disbursements in connection therewith or OCF will reimburse O-I for any excess of such disbursements over such receipts, as the case may be, as promptly as the balance can be determined.

11. Any controversy or dispute arising out of this Agreement shall be settled by arbitration conducted in accordance with the rules, in effect at the time the controversy or dispute arises, of the American Arbitration Association.

12. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be performed in the State of Ohio.

13. The several rights and obligations hereunder shall extend to and be binding on O-I, OCF and their respective successors and

assigns, but no third person, except for such successors and assigns, shall have or acquire any right hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement and affixed their corporate seals by their duly authorized officers on the day and year first above written.

OWENS-ILLINOIS GLASS COMPANY

By C. R. McGowan
President

ATTEST

Charles J. Batts
Secretary

OWENS-CORNING FIBERGLAS CORPORATION

By H. R. Linkle
Financial Vice, President

ATTEST

Carl E. Stallin
Secretary

SCHEDULE A

LIST OF TRADE-MARKS

<u>Trade-Mark:</u>	<u>United States Registration No.</u>	<u>Date</u>
Maylo	442,786	6/18/46
Maylo	553,443	3/26/52
Maylo SD	639,220	1/ 1/57

<u>Trade-Mark:</u>	<u>Foreign Registration No.</u>	<u>Date</u>
Maylo	Great Britain 720,267	12/31/56
Maylo	Great Britain 720,263	12/31/56

SCHEDULE B

RADIO ENGINEERING AND ELECTRIC APPARATUS

1. United States Patents

<u>Patent No.</u>	<u>Inventor</u>	<u>Issue Date</u>
2,425,610	Finley	8-12-47
2,439,724	Finley	4-13-48
2,523,228	Fraser	5-9-50
2,534,303	Servais	12-19-50
2,540,354	Selden	2-6-51
2,547,127	Kalousek	4-3-51
2,570,835	Mooney, et al	10-9-51
2,574,667	Shuman	11-13-51
2,665,596	Kalousek	1-12-54
2,748,008	Kalousek	5-29-56
2,787,345	Scubier, et al	4-2-57
2,788,304	Scovronek	4-9-57

2. Pending United States Applications

<u>Serial No.</u>	<u>Inventor</u>	<u>Filing Date</u>
679,092	Kalousek	8-19-57
691,543	Bishop	10-22-57
497,645	Scubier	3-29-55
501,705	Taylor	4-15-55
504,310	Kendall	4-27-55
515,447	Scubier	6-14-55
518,580	Shuman	6-28-55
522,014	Pio	7-14-55
523,727	Shuman	7-22-55
526,850	Kalousek	8-3-55
528,717	Bowers	8-16-55
538,939	Kendall	12-6-55
553,764	Bowers	12-19-55
560,403	Simpson	1-20-56
620,795	Taylor	11-7-56
624,053	Taylor	11-23-56
632,012	Kalousek	1-2-57
643,281	Scubier	3-1-57
705,772	Taylor	12-30-57
652,112	Duffy	4-11-57
702,061	Stewart	12-11-57
692,209	Shuman	10-23-57
723,784	Shuman	3-25-58
345,066	Zink, et al	3-27-53

3. Persian Patents and Applications

	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
(a) Australia:			153,619	7-3-53
(b) Belgium:			485,599	11-13-48
			522,337	8-25-53
			531,912	9-17-54
			531,857	9-15-54
			531,591	9-2-54
			500,264	12-26-50
			479,612	1-14-48
(c) Canada:			502,677	5-18-54
			540,321	4-30-57
	669,588	7-12-54		
	669,580	7-12-54		
			540,322	4-30-57
			459,208	1-12-54
			438,579	12-2-52
(d) France:			974,332	10-26-48
			1,081,310	7-15-53
			1,112,408	9-14-54
			1,112,398	11-16-55
			1,111,210	8-31-54
			1,026,567	2-4-53
			959,797	1-9-48
(e) Germany:			697,825	8-18-53
	3054 IVb/121	6-10-53		
			1,005,435	9-7-54
			1,012,857	11-12-57
	3720 IVb/121	8-24-54		
(f) Great Britain:			658,427	10-5-43
			742,145	6-29-53
			769,030	8-30-54
			775,582	3-15-57
			767,761	8-20-54
			702,057	10-18-50
			646,820	11-29-50
(g) Holland:			85,222	8-16-57
	150,556	9-4-54		
			82,230	6-15-56
	150,263	8-24-54		

	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
(h) Italy:			531,556	8-31-54
			543,519	8-30-54
			533,115	8-24-54
(i) Swedish:	6197/53	6-30-53		
	7821/54	8-28-54		
	7775/54	8-27-54		
			160,529	7-11-57

CERTIFICATE OF SERVICE

I hereby certify that on May 15, 1997, I served a copy of Defendant Owens-Illinois, Inc.'s Response to Plaintiff's First Set of Interrogatories on all attorneys listed on the attached service list, by depositing same in the United States Mail in Chicago, Illinois, postage pre-paid.

SCHIFF HARDIN & WAITE

A handwritten signature in black ink, appearing to read "Matthew J. Fischer", is written over a horizontal line.

Matthew J. Fischer
7200 Sears Tower
Chicago, Illinois 60606
(312) 258-5500
Firm No. 1437