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UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

ALICE L. WARREN, ADMINISTRATRIX)
OF THE ESTATE OF JOHN H. WARREN,)
DECEASED,)

Plaintiff,

v.

Civil Action
No. 89-30201-P

THE DOW CHEMICAL COMPANY,)
THE B.F. GOODRICH COMPANY,)
UNION CARBIDE COMPANY, AND)
CONTINENTAL OIL COMPANY,)

Defendants.

DEPOSITION OF CHARLES A. PRATTE
TAKEN BY KEITH A. MINOFF
ON BEHALF OF THE PLAINTIFF
MAY 23, 1991

REPORTED BY LAURA LYNN MURPHY
REGISTERED PROFESSIONAL REPORTER - CERTIFICATE OF MERIT
CERTIFIED SHORTHAND REPORTER

(314) 231-2202

UCC 078549

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF MASSACHUSETTS

3 ALICE L. WARREN, ADMINISTRATRIX)
4 OF THE ESTATE OF JOHN T. WARREN,)
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6 Plaintiff,)

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Civil Action
No. 89-30201-F

8 THE DOW CHEMICAL COMPANY,)
9 THE B.F. GOODRICH COMPANY,)
UNION CARBIDE COMPANY, AND)
CONTINENTAL OIL COMPANY,)

10 Defendants.)

11
12 DEPOSITION OF CHARLES A. PRATTE, produced, sworn
13 and examined on behalf of the Plaintiff on the 23d day of
14 May, 1991, between the hours of 8 o'clock in the forenoon
15 and 6 o'clock in the afternoon of that day at the offices of
16 MONSANTO CHEMICAL COMPANY, 300 N. Lindbergh Boulevard in the
17 County of St. Louis, State of Missouri, before Laura Lynn
18 Murphy, a Registered Professional Reporter - Certificate of
19 Merit, a Certified Shorthand Reporter and a Notary Public
20 within and for the State of Missouri, in a cause pending
21 wherein Alice L. Warren is the Plaintiff and The Dow
22 Chemical Company, The B.F. Goodrich Company, Union Carbide
23 Company and Continental Oil Company are the Defendants.

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E X H I B I T S

PLAINTIFF'S DEPOSITION NO.

1 Notice of Taking of Deposition	11
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1	2	Records Management Manual booklet 5/78	17
	3	Document Attorney Work Product dated 910517	20
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S T I P U L A T I O N

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IT IS HEREBY STIPULATED AND AGREED, by and between counsel for the parties that this deposition may be taken in shorthand by Laura Lynn Murphy, RPR-CM, CSR, and afterwards transcribed into print and signature by the witness is waived.

CHARLES A. PRATTE,

of lawful age, being first duly sworn to tell the truth, the whole truth and nothing but the truth, deposes and says in behalf of the Plaintiff, as follows:

DIRECT EXAMINATION

BY MR. MINOFF:

Q. Sir, could you please state your full name.

A. My name is Charles A. Pratte, Jr.

Q- Okay.

MS. PARSONS: Keith, for the record I think we should do stipulations.

MR. MINOFF: Usual stipulations, Counsel?

MS. PARSONS: Yes.

MR. MINOFF: Stipulations are that all objections except those as to the form of the question are

1 reserved for trial and are not waived by not being made
2 here, the same with regard to motions to strike. And then I
3 guess we should talk about waiving the reading and signing,
4 Bob.

5 MR. POWERS: That's fine.

6 MR. MINOFF: Okay. You will agree to waive
7 the reading and signing of the deposition?

8 MR. POWERS: Yes.

9 MR. MINOFF: Okay.

10 Q. I'm sorry, sir, your name's Charles. What's the
11 middle initial?

12 A. A. Pratte.

13 Q. P-r-a-t-t?

14 A. E, I have an e at the end, Jr.

15 Q. And what is your home address, Mr. Pratte?

16 A. 1547 Azalea, A-z-a-l-e-a, Drive, Webster Groves,
17 two words, Missouri 63119.

18 Q. And where are you currently employed?

19 A. I am employed by Monsanto here in St. Louis, 800
20 North Lindbergh.

21 Q. And what is your job title with Monsanto?

22 A. I'm manager of raw material supply.

23 Q. And how long have you held that position?

24 A. I've held it for about 21 years.

25 Q. So that would be beginning in approximately 1970?

1 A. Well, actually I was -- had another title before
2 then. I was there in corporate purchasing since about '68
3 buying raw materials. The title was changed along the line.

4 Q. Okay. Why don't you just take me through your work
5 history at Monsanto beginning with your first position?

6 A. I was first hired in January of 1960 at the
7 Springfield, Mass., plant. I was hired as a staff engineer.
8 And about two years later, I was asked to go into
9 purchasing.

10 Q. Also at the Springfield plant?

11 A. At the Springfield, Mass., plant.

12 Q. And what was your title with respect to the
13 purchasing?

14 A. Buyer, I bought mechanical supply items.

15 Q. So that wouldn't have included any type of vinyl
16 chloride or other chemicals?

17 A. No.

18 Q. And how long did you hold this title?

19 A. Oh, I left Springfield in Washington -- I arrived
20 in St. Louis on Washington's birthday 1963, I think it was
21 the 21st of February. And I worked at the Sauget, Illinois,
22 plant as a buyer.

23 Q. How do you spell that?

24 A. S-a-u-g-e-t.

25 Q. What were you buying?

1 A. I bought mechanical supplies at first and then I
2 began to buy raw materials there for the plant.
3 Q. Okay. What caused you to be transferred from
4 Springfield, Massachusetts, to St. Louis?
5 A. Well, they had a work reduction but they were
6 trying to reduce the employment about 10 percent and they
7 asked me to interview for another job.
8 Q. All right. And how long did you stay in that
9 position?
10 A. Oh, I probably was at the Sauget plant three years.
11 Q. I'm sorry, sir, I didn't catch your last answer.
12 A. About three years.
13 Q. That would take us up to 1966?
14 A. Yeah.
15 Q. Is that right?
16 A. We'll say about that time. I don't remember the
17 exact dates, okay.
18 Q. Okay. Where did you go from there?
19 A. I was made purchasing agent at our St. Peters,
20 Missouri, plant.
21 Q. And --
22 A. I stayed there for about two years.
23 Q. Let me just ask the next question. What were you
24 in charge of purchasing as purchasing agent?
25 A. Well, I was responsible for all purchases at the

1 plant. This was a silicon plant. We made silicon wafers.

2 Q. So that did not involve the purchase of any vinyl
3 chloride?

4 A. No, it did not include vinyl chloride.

5 Q. But it did involve purchasing other chemicals?

6 A. That's true.

7 Q. For the production of silicon product?

8 A. That's right.

9 Q. How long did you stay in that position?

10 A. About two years.

11 Q. Which would bring us to about 1968?

12 A. Uh-huh.

13 Q. And where did you go from there, sir?

14 A. I came over here into general offices to be -- to
15 start buying raw materials for the corporation.

16 Q. What department were you in when you first came to
17 the St. Louis headquarters in 1968?

18 A. Corporate purchasing department.

19 Q. And who was the head of corporate purchasing at
20 that time?

21 A. I believe it was Carl Evans.

22 Q. What would his title have been?

23 A. He would have been director of purchasing.

24 Q. And what was your title within that corporate
25 purchasing department?

1 A. I think it was senior buyer or a title like that.
2 Q. Just for your benefit, Mr. Pratte, it would help
3 for the court reporter if you would wait until my question
4 is finished before you start to speak because it's hard for
5 her to take things down when there's overlapping
6 conversation.
7 A. Okay.
8 Q. So Carl Evans was your supervisor in corporate
9 purchasing?
10 A. No.
11 Q. Okay. Who was your --
12 A. He was in charge of the department.
13 Q. Who was your supervisor then?
14 A. Ron Burnett.
15 Q. Okay. Did he also go by R.H. Burnett?
16 A. I believe so.
17 Q. Okay. What was his title?
18 A. He was manager of raw materials.
19 Q. And your position changed in 1970 or the name of
20 the job position you held changed?
21 A. I'm not sure when they changed our titles. I don't
22 recall the exact date that they made us, you know, manager
23 of raw materials. The names, the function -- the function
24 essentially grew but right from the beginning we were
25 responsible for buying raw materials for the corporation.

1 But over time they have elevated the jobs to what it is
2 today.

3 Q. Okay, which is manager of raw materials?

4 A. Supply, uh-huh.

5 Q. Okay. Now, why don't you tell me, first of all,
6 what types of products or things were you purchasing
7 between, say, 1968 and 1970 when your job title changed?

8 A. I bought chlorine, sulfur, sulfuric acid, muriatic
9 acid, caustic soda, soda ash and maybe some seven or eight
10 other raw materials.

11 Q. What about vinyl chloride?

12 A. I did not buy vinyl chloride.

13 Q. Was vinyl chloride considered by the company to be
14 a raw material?

15 A. At the -- in 1968 we were supplying our own out of
16 Texas City. So we were not buying vinyl chloride monomer
17 corporately in 1968.

18 Q. So raw materials as far as the purchasing
19 department was concerned only involved things that were --
20 chemicals that were purchased from nonMonsanto sources; is
21 that right?

22 A. That's correct.

23 Q. Did there come a time, sir, when you became
24 involved in the purchase of vinyl chloride from nonMonsanto
25 sources?

1 A. I did not buy vinyl chloride at any time.

2 Q. Well, when you say I, you're saying personally you
3 were not involved in any such purchases?

4 A. That's correct. The department did buy -- starting
5 1969 they entered a contract with the -- with Dow.

6 Q. Okay. And what's your source of knowledge about
7 that contract?

8 A. Well, I -- the vinyl chloride monomer is made
9 between the reaction of chlorine and ethylene and I bought
10 the chlorine. And when we were -- and when we were making
11 it ourselves, the chlorine went to Texas City. And when we
12 entered this contract, we had to take that chlorine and move
13 it elsewhere into our system and I had that responsibility.

14 Q. Okay. And is that how you came to know about the
15 Dow contract for vinyl chloride?

16 A. That is how I came to become aware of the contract,
17 yes.

18 Q. Let me show you, sir, the Notice of Taking of
19 Deposition for this deposition.

20 MR. MINOFF: Why don't we have this marked as
21 Exhibit No. 1, please.

22 (Pleading's Exhibit No. 1 is marked.)

23 Q. Sir, I'm showing you what's been marked as Exhibit
24 No. 1 which is the Notice of Taking of Deposition for this
25 deposition. I'd like you to take a look at it and then tell

1 me, first of all, whether you've ever seen this document
2 before.

3 A. I believe I've seen this document, a copy of this
4 document. Yes, it looks like the copy that I received.

5 Q. Okay. I'd like you to take a look at the items
6 numbered 1 through 7 on page 2 of the exhibit and ask you
7 whether or not it is your deposition that you have been
8 designated to testify as to those matters today.

9 A. Okay. Do you want to rephrase your question?

10 Q. Yes. I just wanted to ask you whether or not it is
11 your understanding, sir, that you have been designated by
12 Monsanto to testify as to those seven areas today.

13 A. Yes, I've been designated to testify.

14 Q. Okay. And are you prepared to testify as to each
15 of those areas?

16 A. Yes, I am.

17 Q. Okay. The deposition notice also states further
18 down on the page that "The persons designated to testify on
19 these matters shall bring with them the following documents"
20 and it goes on to list three types of documents. Have you
21 brought any of those documents with you today, sir?

22 A. No. The only document I was able to uncover in my
23 investigation was that one there.

24 Q. Okay. What type of investigation did you do as far
25 as these documents is concerned?

1 A. I contacted several people who may have had some
2 knowledge who I thought had some knowledge about this
3 particular agreement with Dow and also, hopefully, could
4 remember or be knowledgeable about the supply of vinyl
5 chloride prior to 1969.

6 Q. Who did you contact?

7 A. I contacted Ron Burnett, Charlie Fullerton, Mackie,
8 John Mackie, Larry Gormley. And I contacted our legal
9 department to see if there were any records, retained
10 records.

11 Q. Anybody else?

12 A. No.

13 Q. So it was just those four plus the Monsanto legal
14 department --

15 A. Yeah.

16 Q. -- that you contacted? And the only document then
17 you were able to uncover -- excuse me, did you want to add
18 something, sir?

19 A. Well, yeah, the person that sent that to me was Ann
20 Clark. I talked to her on the phone.

21 Q. Who's she?

22 A. Well, she's the one that keeps track of the
23 documents that we have on file on this particular document
24 here. You've got a copy of it.

25 Q. Ann Clark?

1 A. Ann Clark, yeah.

2 Q. Where does she work at Monsanto?

3 A. She works over at, well, a store of records, I'm
4 not too sure. But she keeps track for filing of contracts
5 in the vault. Monsanto's procedure in purchasing is to
6 retain -- not retain but to store certain contracts of
7 certain size and length in a vault, to keep the original in
8 a vault, okay.

9 And so in my investigation, I thought that
10 contacting her to see if there would be a contract we may
11 have had on the Dow VCM or anybody else. And so that --
12 that particular document was given to me.

13 Q. Okay. And this document, I'm just looking at it
14 for the first time so you'll have to excuse me.

15 A. Sure.

16 Q. This document appears to identify four items which
17 are, themselves, documents which are each identified by a
18 document number, correct?

19 MS. PARSONS: Objection.

20 MR. RENDINI: Objection.

21 MR. POWERS: You may answer the question.

22 WITNESS: Pardon me?

23 MR. POWERS: You can answer the question
24 despite the objection.

25 WITNESS: Would you rephrase it? I'm

1 confused.

2 Q. (BY MR. MINOFF) Yes. Is it fair to say that this
3 document that has just been handed to me identifies four
4 other documents which are identified by a document ID
5 number?

6 MS. PARSONS: Objection.

7 MR. RENDINI: Objection.

8 WITNESS: I -- it has a number, a document ID
9 number, yes, this piece of paper I gave you.

10 Q. (BY MR. MINOFF) Okay. Now, under Item 1 where it
11 says narrative, it says "Agreement between Dow Chemical and
12 MC" -- I imagine that refers to Monsanto Company; is that
13 correct?

14 MS. PARSONS: That's true.

15 Q. (BY MR. MINOFF) -- "under which MC is granted an
16 option to purchase up to 250,000,000 pounds of vinyl
17 chloride monomer per year for 10 year period, 1/1/69 through
18 12/31/78."

19 MS. PARSONS: Objection.

20 Q. (BY MR. MINOFF) Sir, do you know if the agreement,
21 itself, still exists in some form?

22 MS. PARSONS: Objection.

23 WITNESS: I was told -- can I answer that?

24 MR. POWERS: Yeah.

25 WITNESS: I was told that the document had

1 been destroyed some six or so months ago.

2 MS. PARSONS: Objection.

3 MR. RENDINI: Objection.

4 Q. (BY MR. MINOFF) Who told you that?

5 A. Ann Clark.

6 Q. Did she say how it was destroyed?

7 A. You mean by fire or --

8 Q. Or who destroyed it?

9 A. -- shredding? No.

10 Q. And by six months ago, would that have been, say,
11 fall of 1990?

12 MS. PARSONS: Objection.

13 Q. (BY MR. MINOFF) When did you speak to Miss Clark?

14 A. I spoke to her last week I believe or the week
15 before, within the last two weeks I spoke to her.

16 Q. And that's when she told you that the Dow agreement
17 had been destroyed about six months previous?

18 A. Yes.

19 Q. Do you know where that document was kept up to the
20 time it was destroyed?

21 A. There is a vault which I've never seen where we put
22 all our documents into, purchase contracts into, but I've
23 never seen it.

24 Q. Is the vault located here at the headquarters in
25 St. Louis?

1 A. I believe so.

2 Q. Is Miss Clark located in this complex?

3 A. Yes, yes.

4 Q. And she's in the records area, the records

5 department?

6 A. To the best of my knowledge.

7 Q. Okay. While we're talking about records, do you

8 know, sir, what Monsanto's record retention policy is with

9 respect to contracts of this kind such as the one between

10 Dow and Monsanto?

11 A. I don't specifically know what it is but if there

12 is a retention policy, and that's easily available, I just

13 don't know what it is. I can't quote. But we don't -- we,

14 you know, we have retention rules and even in purchasing

15 where the contracts are not kept in a vault.

16 MR. MINOFF: Can we have this marked, please.

17 (Plaintiff's Exhibit No. 2 is marked.)

18 Q. Okay. Sir, I'm showing you what's been marked as

19 Exhibit No. 2 which is a booklet entitled Records Management

20 Manual, May 1978, Monsanto. Would you please take a look at

21 this and tell me if you're familiar with the document.

22 A. I am not familiar with this document although I've

23 seen the book. I'm not familiar, I've not studied it in any

24 way.

25 Q. I'm not asking if you can quote chapter and verse

1 from it.

2 A. No.

3 Q. I'm just asking if you've seen it before.

4 A. I've seen it before, I haven't -- I haven't really
5 read it.

6 Q. Let me see that, please. Are you aware of the
7 distinction that the company makes between major contracts
8 and other types of contracts with respect to record
9 retention?

10 MS. PARSONS: I want to object.

11 WITNESS: Philosophically only.

12 Q. (BY MR. MINOFF) And what is your understanding of
13 it philosophically?

14 A. Well, we -- the way we work it is we have a
15 procedure that tells us essentially that if the contract is
16 so long or so many dollars, and I don't remember whether it
17 was three years or five years, we send these to the vault;
18 okay, for retention. Others we keep in our files. If
19 they're one to two-year contracts for 3, \$4 million, we keep
20 them in our files. And I just can't -- I can't quote the,
21 you know, his -- where the break line is.

22 Q. Okay. So you can't say that it's only major
23 contracts that go into the vault and other ones don't?

24 A. What do you mean by major?

25 Q. Well, I'm just asking you about your understanding

1 as to the term major contract as it's used, for instance, in
2 the Records Management Manual. And I'll refer you to the
3 page I'm looking at which is page 13 of the manual.

4 A. Uh-huh. Major contract \$5 million in one year,
5 that sounds -- \$10 million in five years, yeah, yeah, and,
6 you know, okay, that's, you know, looks okay, looks right.

7 Q. Okay. That's what you understand a major contract
8 to mean in the --

9 A. In this context, yes.

10 Q. -- in the context of the Monsanto record retention
11 policy as exposed in the manual?

12 MS. PARSONS: Objection.

13 MR. RENDINI: Objection.

14 Q. (BY MR. MINOFF) Is that right, sir? You can
15 answer.

16 MR. POWERS: Go ahead and answer.

17 WITNESS: Yes.

18 Q. (BY MR. MINOFF) And do you know, sir, based on
19 that definition provided there if the Dow agreement referred
20 to on the piece of paper that was just handed to me which
21 we'll mark shortly as Exhibit No. 3 if that contract was a
22 "major" contract?

23 MS. PARSONS: Objection.

24 MR. POWERS: Answer the question.

25 Q. (BY MR. MINOFF) If you can answer.

1 A. Yes.

2 Q. It was?

3 A. Uh-huh.

4 MR. RENDINI: Can we see the document from
5 which he is reading, sir?

6 MR. MINOFF: Sure.

7 MS. PARSONS: I'm just going to put an
8 objection on the record that I don't think this witness is
9 competent to testify to the detail of the record retention
10 program since he's already testified that he's not familiar
11 with this document.

12 MR. RENDINI: I'll join in that objection.

13 (Plaintiff's Exhibit No. 3 is marked.)

14 MR. MINOFF: Let me know when you're through.

15 MR. RENDINI: Uh-huh.

16 MS. PARSONS: In addition, this wasn't one of
17 the subject areas upon which he was called to testify.

18 MR. MINOFF: That's true.

19 MR. RENDINI: Same objection.

20 Q. (BY MR. MINOFF) Okay. Going back for a second,
21 sir, to Exhibit No. 3, you --

22 A. Uh-huh.

23 Q. Do you have that in front of you? I think you do.

24 A. Okay.

25 Q. When you spoke to Ann Clark, did you have this

1 document in front of you?

2 A. No.

3 Q. Okay. You only got that later?

4 A. Yeah. I talked to her on the phone asking her if
5 there was any records and she sent me this in the mail.

6 Q. And you didn't speak to her after you got this
7 document?

8 MS. PARSONS: Objection.

9 WITNESS: No, I don't believe so I talked to
10 her after the document.

11 Q. (BY MR. MINOFF) Did you talk to anybody with
12 respect to any of the items referenced in the document?

13 A. No.

14 Q. When Miss Clark told you that the Dow agreement had
15 been destroyed six months previous --

16 A. Uh-huh.

17 Q. -- do you know whether she was referring to item
18 No. 1 as opposed to either of the three other items listed
19 in Exhibit No. 3?

20 A. No.

21 MR. RENDINI: Objection.

22 MS. PARSONS: Same objection.

23 Q. (BY MR. MINOFF) What did she say to you exactly?
24 What were her exact words as best you can recall with
25 respect to what was destroyed?

1 A. She simply said that she looked at her records,
2 there was this -- this agreement and that she could not give
3 me -- the agreement had been destroyed some six months ago,
4 thereabouts.

5 Q. So she referred to an agreement in the singular as
6 opposed to in the plural?

7 MS. PARSONS: Objection.

8 WITNESS: Can't remember that.

9 Q. (BY MR. MINOFF) Okay. I notice, sir, that this
10 document refers to a contract dated September 13, 1966 --

11 MS. PARSONS: Objection.

12 WITNESS: Uh-huh.

13 Q. (BY MR. MINOFF) -- for vinyl chloride monomer
14 between Dow Chemical and MC.

15 A. Uh-huh.

16 MS. PARSONS: Objection.

17 Q. (BY MR. MINOFF) Do you have any understanding as
18 to what contract is being talked about?

19 A. I looked at that and it seemed to me that was a
20 typo, you know. It says how can there be '66 referring to a
21 contract and 1969 and I -- I felt that that was a typo.

22 Q. Okay. That is it shouldn't say 9/13/66, it should
23 probably say 9/13/68?

24 MS. PARSONS: Objection.

25 WITNESS: I don't know, I assume it had

1 reference to this contract and the '66 would have been too
2 far in advance but that's, you know, that's my opinion.

3 Q. (BY MR. MINOFF) So you questioned that when you
4 saw the 1966 date?

5 MS. PARSONS: Objection.

6 WITNESS: Yeah, I looked at that and said
7 there's something wrong with that. I don't know what that
8 is about. I assumed it was closer to or even after the one
9 in '69, I don't know.

10 Q. (BY MR. MINOFF) Did you feel compelled to ask
11 anybody about that after you saw that 1966 date?

12 A. No.

13 Q. And you did not do that?

14 A. No. To me it was a -- it didn't make any sense.

15 Q. So you just assumed that the date was wrong?

16 MS. PARSONS: Objection.

17 WITNESS: I assumed it was wrong.

18 Q. (BY MR. MINOFF) Okay. And the 9/13/66 date also
19 appears on the second page of the exhibit --

20 MS. PARSONS: Objection.

21 Q. (BY MR. MINOFF) -- with respect to Item Nos. 3 and
22 4, correct?

23 MS. PARSONS: Objection.

24 WITNESS: Uh-huh.

25 Q. (BY MR. MINOFF) And did you also feel that that

1 was probably an error when you saw this document?

2 A. That was my opinion, yes.

3 Q. Do you know, sir, if Monsanto maintains a record of
4 what documents are destroyed, that is a list of what's
5 destroyed and when and by whom, that type of information?

6 MS. PARSONS: Objection.

7 WITNESS: This would reflect that that's, you
8 know, that they do.

9 Q. (BY MINOFF) I'm sorry, obviously they kept records
10 here. I'm sorry, does this indicate when these documents --
11 oh, it does when they're destroyed. I'm sorry, I didn't see
12 that.

13 A. Yes.

14 Q. It does indicate, though, the date on which they're
15 destroyed; is that right?

16 MS. PARSONS: Objection.

17 Q. (BY MR. MINOFF) At least I don't see one, maybe
18 you do.

19 A. Storage information, do you see it? Destroyed,
20 yeah, it has a date 19901214.

21 Q. That's a date then?

22 A. Yeah, that looks like the date it was destroyed.

23 Q. That would be December 14, 1990?

24 A. Yeah, I would think that that's exactly what they
25 meant.

1 Q. And that was the date on which all four of these
2 items were destroyed?

3 MS. PARSONS: I'm going to make an objection
4 again, because this witness is not competent to testify as to
5 any -- regarding records or records retention and has no
6 personal knowledge how or when these records were destroyed.

7 MR. RENDINI: Same objection.

8 Q. (BY MR. MINOFF) That is what the document would
9 appear to indicate, sir, all of -- each of these four
10 documents were destroyed on December 14, 1990?

11 A. That is correct.

12 MS. PARSONS: Same objection.

13 MR. RENDINI: Same objection.

14 Q. (BY MR. MINOFF) Let's get back to, sir, to what
15 exactly it was that you did in the corporate purchasing
16 department beginning in 1968. You mentioned that -- you
17 listed a number of substances that you purchased including
18 chlorine. Do you recall that?

19 A. That's correct.

20 Q. And chlorine is one of the components of vinyl
21 chloride; is that right?

22 MS. PARSONS: Objection.

23 WITNESS: That is correct.

24 Q. (BY MR. MINOFF) You said that earlier as well. Do
25 you know, sir, during that period, say, between 1968 and

1 1970 what Monsanto plants or which Monsanto plants were
2 using vinyl chloride monomer?

3 MS. PARSONS: Objection.

4 WITNESS: The only plant I could determine was
5 using vinyl chloride monomer was the Springfield, Mass.,
6 plant.

7 Q. (BY MR. MINOFF) I want to show you, sir, a Xerox
8 of a booklet that I came across.

9 MR. MINOFF: Mark this as the next exhibit.

10 (Plaintiff's Exhibit No. 4 is marked.)

11 MS. PARSONS: Can I see that?

12 MR. MINOFF: Sure. I'm going to be asking him
13 about this part of it.

14 Q. Okay. Sir, now I'm showing you Exhibit No. 4 which
15 is, as I said, a Xerox of a booklet called Facts with
16 Monsanto 1972 and directing your attention specifically to
17 the upper portion center of that document where it says
18 Monsanto Polymers and Petrochemicals Company. Do you see
19 that?

20 A. Uh-huh, uh-huh.

21 Q. And it goes on to list a number of plant locations.
22 Can you read those? It's not a very good copy.

23 A. Bonding plastics such as --

24 Q. Why don't you just read it to yourself and then
25 I'll ask you a couple questions about it.

1 A. It's not a very good copy; okay.

2 Q. Okay. Now, with respect to those plant locations
3 listed --

4 A. Uh-huh.

5 Q. -- Addyston, Ohio --

6 A. Addyston, Ohio, just outside of Cincinnati.

7 Q. Okay. And there are eight other plant facilities
8 --

9 A. Uh-huh.

10 Q. -- mentioned including Springfield. Does that
11 refresh your recollection, sir, as to whether there were any
12 plants other than Springfield, Massachusetts, that made use
13 of vinyl chloride monomer?

14 A. I -- it doesn't do anything for me.

15 Q. Okay. So as far as you're concerned, Springfield,
16 Massachusetts, was the only plant that used vinyl chloride?

17 MS. PARSONS: Objection.

18 WITNESS: My investigation did not determine
19 there was any other location. My memory doesn't tell me
20 that we made it elsewhere but, okay.

21 Q. (BY MR. MINOFF) Okay. Now, after -- there was a
22 time, sir, when Monsanto's Texas City plant shut down. Is
23 that fair to say?

24 MS. PARSONS: Objection.

25 WITNESS: That is correct -- wait, now the

1 plant is still there. Texas City still exists.

2 Q. (BY MR. MINOFF) Well, let's be more specific then.
3 Texas City plant made vinyl chloride monomer, correct?

4 A. That's correct.

5 Q. It's one of the things that was done at that plant?

6 A. That's correct.

7 Q. There were also other things that were done at the
8 plant?

9 MS. PARSONS: Objection.

10 MR. RENDINI: Objection.

11 WITNESS: (Witness nodded.)

12 Q. (BY MR. MINOFF) As far as the vinyl chloride
13 production was concerned, that portion of the Texas City
14 operations completely shut down?

15 MS. PARSONS: Objection.

16 WITNESS: Correct.

17 Q. (BY MR. MINOFF) And do you recall when that was?

18 A. Prior to January of '69.

19 Q. And --

20 A. Or on or about January, I'm not that specific.

21 Q. And why do you focus in on January 1, 1969?

22 A. Because all the indications are that we entered
23 this requirements contract with Dow and there would be no
24 reason to believe that we would keep both running.

25 Q. Okay. You referred to it as a requirements

1 contract. What does that mean to you?

2 A. That means that we don't have a right -- if we
3 enter a contract with a supplier for requirements, they have
4 the responsibility for our total requirements. We have no
5 right to go out and buy from somebody else.

6 Q. It's like an exclusive dealing arrangement?

7 A. That's correct.

8 Q. And that's for the benefit of both parties, is it
9 not?

10 MS. PARSONS: Objection.

11 WITNESS: It's -- I don't know how to answer
12 the question.

13 Q. (BY MR. MINOFF) Well, it assures Monsanto of a
14 source in this case; for instance, vinyl chloride?

15 MS. PARSONS: Objection.

16 MR. RENDINI: Objection.

17 WITNESS: In the case of Monsanto, it puts the
18 responsibility on that supplier to supply us and be
19 responsible for supplying us. That's what it does for us.

20 Q. (BY MR. MINOFF) And you mentioned earlier that you
21 first became aware of that contract in connection with your
22 purchase of chlorine; is that right?

23 A. Yes.

24 Q. And --

25 A. I was the buyer of chlorine at that point in time.

1 Q. Okay. The chlorine that you were buying while the
2 Texas City vinyl chloride operations were still operating
3 was all discontinued for the Texas City plant; is that
4 correct?

5 A. No, I bought chlorine for other locations, too.

6 Q. All right. So chlorine was used not just for the
7 manufacture of vinyl chloride but for other purposes as
8 well?

9 MS. PARSONS: Objection.

10 WITNESS: That's correct.

11 Q. (BY MR. MINOFF) But as far as the manufacture of
12 vinyl chloride was concerned, all of the chlorine purchased
13 for that purpose went to Texas City; is that right?

14 MS. PARSONS: Objection.

15 MR. RENDINI: Objection.

16 WITNESS: That's correct.

17 Q. (BY MR. MINOFF) And did that change at all once
18 the Dow contract went into effect?

19 A. Yes, it did.

20 Q. And how did it change?

21 A. Well, the -- the commitments that we had with
22 suppliers to supply chlorine, that chlorine was redirected
23 to other locations, other Monsanto locations to be specific.
24 We shut down a plant here in St. Louis that made chlorine
25 and we shipped it to St. Louis.

1 Q. Okay. And you stopped buying chlorine for the
2 purposes of making vinyl chloride all together?

3 A. Yes.

4 Q. Didn't buy any chlorine for that purpose after the
5 Dow contract went into effect?

6 MS. PARSONS: Objection.

7 WITNESS: That is correct.

8 Q. (BY MR. MINOFF) And is it your understanding that
9 that was on or about January 1, 1969?

10 MS. PARSONS: Objection.

11 WITNESS: Yes.

12 Q. (BY MR. MINOFF) Now, you have remained involved
13 with the purchase of raw materials for Monsanto from January
14 1, 1969, to today?

15 A. That is correct.

16 Q. Right? During that time, sir, are you aware -- I'm
17 not asking you if you're personally involved but are you
18 aware of Monsanto purchasing vinyl chloride from any source
19 other than Dow Chemical Company?

20 MS. PARSONS: Objection.

21 WITNESS: My investigation showed I was unable
22 to determine that we bought from anybody else.

23 Q. (BY MR. MINOFF) Okay. What did your investigation
24 consist of?

25 A. Well, I asked for whatever records were available.

1 There weren't any records available. I talked to people who
2 had knowledge of it at one time and they could not give me
3 any names. Ron Burnett did not have a memory of it.
4 Charlie Fullerton could not remember ever entering any and
5 so on.

6 Q. Okay. What did Mr. Burnett tell you exactly?

7 A. I asked him if we had ever bought any vinyl
8 chloride monomer from anybody but Dow once we entered the
9 contract. He says "I -- I doubt it." He says "I don't
10 remember." But he says "I don't remember ever having bought
11 anything from other than Dow. That was Dow's
12 responsibility."

13 Q. Now, Mr. Burnett, he was your supervisor?

14 A. That's correct.

15 Q. In the corporate purchasing department?

16 A. That is correct.

17 Q. He was -- what was his title, manager of --

18 A. Raw materials.

19 Q. -- raw materials.

20 MS. PARSONS: Objection.

21 Q. (BY MR. MINOFF) And he worked as you did in St.
22 Louis?

23 A. That's correct.

24 Q. Do you know, sir, if the individual plants located
25 throughout the country ever purchased chemicals from outside

1 sources directly rather than through the offices in St.
2 Louis?

3 A. I don't know how to answer that. There are things
4 we delegate to them to buy.

5 Q. Okay. Well, let's --

6 A. But they're very specific; in other words, there's
7 things that we elect not to handle corporately that we
8 permit the plants to buy.

9 Q. Including chemicals?

10 MS. PARSONS: Objection.

11 WITNESS: Yeah, sure.

12 Q. (BY MR. MINOFF) And how long has that been the
13 policy?

14 A. As far as I can remember.

15 Q. As long as you've been involved in corporate
16 purchasing?

17 A. Sure.

18 Q. Since 1968?

19 MS. PARSONS: Objection.

20 WITNESS: Sure.

21 Q. (BY MR. MINOFF) Okay. And do you know whether or
22 not vinyl chloride falls into the category of those
23 chemicals which Monsanto corporate permits the individual
24 plants to purchase on their own?

25 MS. PARSONS: Objection.

1 WITNESS: I'm sure that they didn't permit
2 them to buy vinyl chloride monomer on their own.

3 Q. (BY MR. MINOFF) What makes you sure of that?

4 A. I talked to Larry Gormley and he said he made
5 releases but everything was not handled in St. Louis.

6 Q. And what caused you to speak to Mr. Gormley? Why
7 did you contact him?

8 A. As part of my investigation, I was told to
9 investigate thoroughly to find out, you know, what the
10 history, what did we buy from other people during this
11 period of time, you know. And so I did what I was asked to
12 do.

13 Q. Okay. How did you learn of Mr. Gormley?

14 A. Well, I knew Larry back in Springfield, I worked at
15 the Springfield plant. We were associates although he
16 bought raw materials. But I knew Larry for a long time.

17 Q. Were you able to confirm through any other source
18 that any vinyl chloride purchased would have been through
19 St. Louis-rather than through Springfield?

20 A. Well, I think that that's -- I assume that it was.
21 I did not ask that question everyone that I talked to. At
22 least I don't recall asking that question.

23 Q. Okay. Now, Mr. Burnett told you that he did not
24 recall purchasing or Monsanto purchasing vinyl chloride from
25 any source other than Dow?

1 MS. PARSONS: Objection.

2 WITNESS: That's correct.

3 Q. (BY MR. MINOFF) And who was Mr. Fullerton? I
4 Don't think you identified him.

5 A. Well, he was in that end of the division
6 responsible for marketing sales.

7 Q. Marketing and sales of what products?

8 A. Well, the things that we made and he was involved
9 as part of the liaison party in this whole Dow contract, as
10 I recall.

11 Q. He was also working in St. Louis?

12 A. Yes, he was.

13 Q. And what did you ask him and what did he tell you
14 about supplier of vinyl chloride to Monsanto?

15 A. I asked him essentially the same thing I asked Mr.
16 Burnett and he had no recollection of ever having bought off
17 anyone else but Dow --

18 Q. He did recall --

19 A. -- during the -- we're talking about now 1969.

20 Q. He did recall the Dow contract?

21 A. Oh, yes.

22 MS. PARSONS: Objection.

23 Q. (BY MR. MINOFF) What was his involvement with
24 respect to that contract?

25 A. Well, he represented the division.

1 Q. What division was that?

2 A. Well, that would be the polymer division, I think

3 the one you had referenced to.

4 Q. Polymer and petrochemicals?

5 A. It might have even changed the name but that

6 division that used the vinyl chloride monomer.

7 Q. And where is Mr. Fullerton located now?

8 A. Well, he's retired from Monsanto. He's here in St.

9 Louis. He has -- he's in the financial advisory business.

10 Q. And what about this other gentleman who you

11 mentioned, Jay Mackie?

12 A. John Mackie.

13 Q. John Mackie?

14 A. Yeah. I called him, he's still a Monsanto

15 employee.

16 Q. Okay. What does he do at Monsanto?

17 A. He's in the textile division. I'm not quite sure

18 what his title is but it's a marketing function.

19 Q. And why did you contact Mr. Mackie?

20 A. His name was given to me as possibly someone who

21 would have knowledge about this particular agreement.

22 Q. Okay. So when you contacted him, what did he have

23 to say?

24 A. He said that his recollection was that it was a

25 requirements contract and Dow had full responsibility of

1 supplying our needs.

2 Q. Did Mr. Mackie have any personal involvement with
3 respect to that contract, if you know?

4 A. No, I don't know.

5 Q. But he knew that or he said that it was a
6 requirements contract?

7 MS. PARSONS: Objection.

8 WITNESS: That's correct.

9 Q. (BY MR. HINOFF) Was that your only source of
10 information to your previous statement that that's the type
11 of contract it was?

12 A. Everyone I talked to implied that it was a
13 requirements contract.

14 Q. Mr. Pratte, while the Texas City vinyl chloride
15 operations were still going, do you know whether Monsanto
16 ever on any occasion acquired vinyl chloride from any
17 nonMonsanto source?

18 MS. PARSONS: Objection.

19 WITNESS: My investigation did not surface
20 that we had purchased any from anybody. There was no
21 records, there was no evidence to point that we had
22 purchased from anybody although one has to assume that
23 somewhere along the line, our plants may not have run, had a
24 breakdown or something and we could have gone out to buy
25 elsewhere. But there's no records on that, there's no

1 records to say who. But it might have been minor anyway is
2 my thought.

3 Q. Is this just speculation on your part?

4 A. Well, you know, our plant was certainly a very
5 large plant. It could take care of more than we needed,
6 best I could determine. And so our interest to sell our
7 vinyl chloride monomer if we don't use it internally. And
8 we would not, my opinion, go out and buy just -- you know, I
9 would think that we would probably go out and cover the
10 shortages that may occur from time to time either because we
11 got into a plant turnaround or mechanical failure. This is
12 -- this is rather common in the chemical industry.

13 Q. That is when there are shortages of a particular
14 chemical, that each chemical company might go outside of its
15 own organization to acquire that chemical. Is that a common
16 occurrence?

17 MR. RENDINI: Objection.

18 WITNESS: No, I'm saying if we're --

19 MR. POWERS: Go ahead.

20 WITNESS: If we're a producer of a chemical
21 and we're supplying ourselves or even somebody else and our
22 plant goes down, the logic is we have responsibility to go
23 out and cover our needs so we don't shut our plant down
24 because of some of this raw material is not available. We
25 go out and find it somewhere's else. And so we do that from

1 time to time when those incidents occur.

2 So my logic says that, yeah, over the period of
3 time that we made stuff at Texas City, there were times that
4 we had to go out and get material elsewhere because of
5 breakdowns or some -- some reason.

6 Q. (BY MR. MINOFF) But you don't know of any specific
7 instances where that occurred?

8 A. No, because all of my investigation showed no
9 evidence of any records on this subject.

10 Q. So the testimony that you just gave is just based
11 on your work experience at Monsanto and your general
12 experience regarding the chemical industry --

13 MS. PARSONS: Objection.

14 MR. RENDINI: Objection.

15 Q. (BY MR. MINOFF) -- not on any specific facts?

16 A. Well, I'm not sure I understand your question.

17 Q. That is your testimony that that's a common
18 occurrence when, for instance, a plant that produces a
19 material to be used shuts down for some reason, that the
20 company might go elsewhere to take care of any shortages
21 that might occur --

22 A. Sure.

23 MS. PARSONS: Objection.

24 WITNESS: Sure.

25 MR. RENDINI: Objection.

1 Q. (BY MR. MINOFF) -- you just know that from your
2 experience at Monsanto?

3 MS. PARSONS: Objection?

4 WITNESS: Yes.

5 Q. (BY MR. MINOFF) And that happens with respect to
6 -- or that that might happen with respect to any chemical
7 that Monsanto supplies to itself?

8 MS. PARSONS: Objection.

9 WITNESS: Yes.

10 MR. RENDINI: Objection.

11 Q. (BY MR. MINOFF) Based on your experience, sir, are
12 you able to estimate what percentage of Monsanto vinyl
13 chloride was used at the Springfield plant as opposed to
14 nonMonsanto vinyl chloride before Texas City shut down?

15 MS. PARSONS: Objection.

16 MR. RENDINI: Objection.

17 WITNESS: I would say it had to be minimal but
18 I couldn't give you any real hard numbers. They were not
19 available.

20 Q. (BY MR. MINOFF) Okay. Aside from speaking to the
21 four individuals that you mentioned, consulting with the
22 legal department of Monsanto and speaking with Ann Clark --
23 I guess she would be a fifth individual -- and receiving
24 Exhibit No. 3 from Miss Clark and reviewing it, did you do
25 anything at all to investigate the supply of vinyl chloride

1 to Monsanto in preparing for this deposition today?

2 A. I -- everything I did went to dead end so I didn't
3 go farther. So if I'd have -- if I had had found a lead,
4 I'd have pursued it. But I didn't find any additional leads
5 that would -- I found no evidence to suggest that anything
6 different.

7 Q. Okay. Aside from this document that you handed me,
8 Exhibit -- today, Exhibit No. 3 --

9 A. Uh-huh.

10 Q. -- have you reviewed any documents in preparing for
11 this deposition?

12 A. No, I've seen no documents.

13 Q. Well, I've got some documents for you. Let me show
14 you, first of all --

15 (Plaintiff's Exhibit No. 5 is marked.)

16 Q. Sir, I'm showing you Exhibit No. 5 which just for
17 your information I'll tell you was furnished to us by
18 Monsanto back in May of 1990. I'd like to show this to you
19 now and have you take a look at it, and then I'll ask you if
20 you've ever seen that document before. Have you seen that
21 document before, sir?

22 A. No, never have.

23 MR. MINOFF: Let's go off the record for a
24 second.

25 (Discussion off the record. Plaintiff's

1 Exhibit No. 6 is marked.)

2 MR. MINOFF: And just for the record, what's
3 in here? This includes a Monsanto memo dated February 9,
4 1968.

5 MS. PARSONS: Keith, could you also identify
6 the exhibit number from the Nelson exhibit?

7 MR. MINOFF: Oh, and this was Exhibit No. 11
8 to the Terry Nelson depo. The next one was at Exhibit No.
9 10 to the Nelson depo which was a memo dated June 13, 1978,
10 also to Monsanto. The next one was Exhibit 21 to Terry
11 Nelson which is -- that appears to be a Monsanto memo, it
12 doesn't say Monsanto on it, dated June 7, 1968. Next is
13 Exhibit No. 9 from Terry Nelson's deposition, a Monsanto
14 memorandum dated October 24, 1968. Next is Exhibit No. 7
15 from Terry Nelson, a Monsanto memo dated December 10, 1971.

16 Next is an exhibit from Robert Bourget, his
17 deposition, an exhibit from his Deposition Exhibit No. 4.
18 The first page for identification is a letter from Dow
19 Chemical to Monsanto dated December 10, 1973. And then
20 finally we have what was Exhibit No. 5 to Terry Nelson's
21 deposition and Exhibit No. 2 to Mr. Bourget's deposition
22 which is a memorandum from Monsanto dated February 28, 1974.

23 Okay. Sir, during the break you had an opportunity
24 to go through all of the documents included in Exhibit No.
25 6, correct?

1 A. Yes.

2 Q. And you told me off the record just now that before
3 today, you don't recall seeing any of these documents; is
4 that right?

5 A. That's correct.

6 Q. Okay. In reviewing these documents today, sir, was
7 there anything in them that you read to refresh your
8 recollection about anything you discovered in your
9 investigation about supply of vinyl chloride to Monsanto
10 from other sources?

11 MR. RENDINI: Objection.

12 MS. PARSONS: Objection.

13 WITNESS: The implication there is that from
14 time to time the Springfield plant did acquire material
15 elsewhere but minor quantities at best.

16 Q. (BY MR. HINOFF) Okay. And what led you to that
17 last conclusion?

18 A. Well, the amount of paper you're talking about, I
19 mean this one or two cars from --

20 Q. Okay. So you're assuming, is it fair to say, that
21 there aren't anymore documents other than these that relate
22 to that subject area?

23 A. Yeah, well, I'm sure that you're --

24 MS. PARSONS: Objection.

25 MR. RENDINI: Objection.

1 WITNESS: The investigation was thorough in
2 this particular instance.

3 Q. (BY MR. MINOFF) Okay. I want to ask you, sir,
4 about some of the names that I've seen on these and other
5 documents, people who apparently were headquartered in the
6 St. Louis office.

7 A. I have to comment that that one there you showed
8 me, I know the man, Clarence Doucette. He's been dead 20
9 years at least.

10 Q. You're referring to Exhibit No. 5, the 1956 memo?

11 A. Yeah, yeah.

12 Q. Mr. C.L. Doucette?

13 A. Clarence, yes, I knew the man.

14 Q. Who was he at Monsanto?

15 A. He worked at the Springfield, Mass., plant in
16 distribution.

17 Q. Okay. He was never in St. Louis; is that correct?

18 A. Not to my knowledge.

19 Q. Okay. Do you know any of the other names on
20 Exhibit No. 5, the -- any of the names listed under cc?

21 A. Yes, I do, yes, I do. John Duncan, the second name
22 there, he hired me -- well, he hired me into purchasing I
23 should say.

24 Q. Let me ask the question a different way. Are there
25 any people there who you know worked out of St. Louis as

1 opposed to Springfield?

2 A. Al Urban who is now dead did who was plant manager
3 ended up here in St. Louis at one time.

4 Q. Anyone else?

5 A. I don't recognize any other names.

6 Q. Okay. Who was the other fellow who you said was in
7 Springfield?

8 A. John Duncan.

9 Q. Do you know if Mr. Duncan is still alive?

10 A. I don't know. I last saw John in 19 maybe 65.
11 It's over 25 years ago.

12 Q. When you were still in Springfield?

13 A. I was here -- no, I was here when I saw him.

14 Q. Did you see him --

15 A. He came to St. Louis one time and I saw him. I
16 don't know anything about the whereabouts.

17 Q. You mentioned Mr. Burnett.

18 A. Ron Burnett, yes, Mr. Burnett.

19 Q. Was Ron Burnett your supervisor up until the time
20 that he retired from the company?

21 A. Essentially for all the years.

22 Q. When was that?

23 A. Well, I came into corporate purchasing in about '63
24 and he was my boss. He brought me into corporate purchasing
25 and I think he retired maybe eight years ago, nine, eight,

1 nine years ago would be my guess.

2 Q. And he still lives in St. Louis?

3 A. He still lives in St. Louis.

4 Q. I've got a fellow named R.W. Bueker. Do you know
5 him?

6 A. I know the name. I think he was in charge of
7 transportation back in Springfield but --

8 Q. What about a Mr. R.H. Dunlop?

9 A. Roland Dunlop, yeah, Roland was in corporate
10 distribution here. He retired maybe five, six years ago,
11 seven years ago.

12 Q. And what is corporate distribution? What do they
13 do?

14 A. Well, they arrange for railcar shipments and things
15 like that. They contract for outside warehousing. They
16 negotiate with the railroads for itself.

17 Q. And what was Mr. Dunlop's position within that
18 division?

19 A. He finally became director of distribution before
20 retiring.

21 Q. Okay. And he retired how long ago?

22 A. I'm guessing here, I'm guessing at least five
23 years.

24 Q. And do you know if he's still alive?

25 A. Oh, yes -- well, I assume he's alive. Yeah, I've

1 seen him within the last couple years.

2 Q. Do you know where he lives?

3 A. No, St. Louis somewhere's.

4 Q. What about J.H. Chaney, does that name ring a bell
5 with you?

6 A. No, no.

7 Q. How about H.T. Hale?

8 A. No.

9 Q. How about R.G. Wessels?

10 A. Yeah, the name rings a bell but I haven't seen him
11 in eight years or so.

12 Q. Okay. What did he do at Monsanto?

13 A. He was a transportation manager.

14 Q. In St. Louis?

15 A. In St. Louis, yeah.

16 Q. Do you know where he is today?

17 A. No.

18 Q. Do you know if he's in St. Louis area?

19 A. I have no knowledge where he is.

20 Q. How about a gentleman named Herbert Parum?

21 A. Herb Parum, yes, he worked -- he was Ron Burnett's
22 boss.

23 Q. So he was --

24 A. Director of raw materials. We have more than one
25 director.

1 Q. Did he work with -- at the same time as Carl Evans?
2 A. Yes.
3 Q. They're on the same level?
4 A. No, Carl was the boss, Herb was underneath him, Ron
5 was underneath him and I was way down at the bottom.
6 Q. But this is a long time ago?
7 A. It's a long time ago, right.
8 Q. And do you know when Mr. Param left the company?
9 A. No, I don't. I think he left before Ron did.
10 Q. Do you know if he's still alive?
11 A. The last I heard he's alive.
12 Q. Do you know where he lives?
13 A. I believe he's in Hannibal, Missouri.
14 Q. What about a gentleman named A.J. Frankel?
15 A. Alan Frankel, yes.
16 Q. Who was Mr. Frankel?
17 A. He was a manager of raw materials.
18 Q. Did you work with him in that division?
19 A. At one time I worked with him briefly. He was my
20 boss at one time.
21 Q. Okay. And is he still with the company?
22 A. No, he's retired.
23 Q. How long ago?
24 A. Again I -- I'm guessing 1985ish.
25 Q. Okay. Do you know where he's now living?

1 A. He lives in St. Louis area.
2 Q. What about R.I. Lait?
3 A. Don't know the man.
4 Q. What about G.R. Sido, S-i-d-o, Sido?
5 A. Yeah, Bob Sido I think.
6 Q. And where did he work at Monsanto?
7 A. He worked in distribution. I think he was in
8 labeling. Bob Sido, I think he -- his function was
9 labeling.
10 Q. Same area as Mr. Dunlop?
11 A. He worked in the same department.
12 Q. He was involved in labeling?
13 A. Labeling.
14 Q. What does that mean?
15 A. Well, you know, there are laws that say every
16 package has to have a certain, you know, information on it.
17 And he was the one that care -- he cared for making sure
18 that Monsanto's packages contained the right information,
19 they met the government regulations, et cetera.
20 Q. Warnings and so forth?
21 A. Warning labels, yes.
22 Q. What about A.V. Laakso with two a's?
23 A. Don't know, don't know Laakso.
24 Q. How about a C.F. Smith?
25 A. Charlie Smith, Springfield, Massachusetts. He was

1 the -- he was the purchasing agent there after Duncan I
2 think.

3 Q. I gather you don't know where he is now?

4 A. Larry told me he was living in Connecticut and
5 didn't have good health. I asked about it.

6 Q. Finally, what about a D.V. Bierwert?

7 A. The name rings a bell but I don't -- don't know the
8 man, can't --

9 Q. Okay. Sir, did you ever in your experience at
10 Monsanto ever get involved in any way in requirements
11 contracts, that is seeing that they were carried out or the
12 operation of a requirements contract?

13 MS. PARSONS: Objection.

14 WITNESS: Well, I've had requirement contract
15 -- I've negotiated contracts, requirement contracts.

16 Q. (BY MR. MINOFF) Okay, meaning requirement
17 contracts for Monsanto's requirements?

18 A. Sure.

19 Q. Okay. And what types of requirement contracts were
20 you involved in with respect to what chemicals or other
21 goods?

22 A. Well, chlorine, caustic soda, soda ash, you know,
23 one of those along the line would be a requirements
24 contract; in other words, you commit your total supply to a
25 supplier. Generally you say, well, my requirements are, as

1 an example, I need 20,000 tons of something, okay. And I
2 would have a contract that they would be the supplier, say,
3 15 to 22,000 tons. That's what the contract would say and
4 he would get the supply. I would have no other contracts.

5 Q. The requirement contracts that you have seen
6 involved in, are they always exclusive; that is, do they
7 always restrict Monsanto from purchasing that product from
8 somebody else?

9 A. If it's a requirements contract, yes.

10 Q. Like by definition that's one of the clauses --

11 A. Statement.

12 Q. -- in the contract, statements in the contract?

13 A. Could be a statement. But I guess you could go
14 further and say if it's in excess of your requirements, the
15 reason would be a -- your logic would say that's a
16 requirements contract; in other words, you can't -- if you
17 have a commitment for so many pounds of stuff, you can't go
18 out and buy something else from somebody else. That would
19 be unethical, my opinion, okay.

20 Q. So it may or may not say it in the contract?

21 A. That's right, could be implied.

22 Q. But in your opinion, it's something that's
23 generally not done when there's that type of contract in
24 force?

25 A. That's right, at Monsanto's not done.

1 Q. Do you know, sir, or are you aware of any instances
2 in which a supplier was not able for whatever reason to
3 fulfill Monsanto's needs under a requirements contract?

4 A. Do I know of an instance? Repeat that question,
5 please.

6 Q. Do you have any instances where a supplier who had
7 a requirements contract with Monsanto was not able for
8 whatever reason to supply Monsanto with the product?

9 A. It happens.

10 Q. Okay. And what -- what did or what does Monsanto
11 do in those instances?

12 A. We put the responsibility on that supplier to go
13 out and secure material. And, you know, it's how -- he's
14 responsible. If it costs him more money, he has to come up
15 and pay for it.

16 Q. But he has to locate it?

17 A. He has to locate it.

18 Q. He has to arrange for it to be shipped?

19 A. Uh-huh.

20 Q. Typically, do these contracts require the seller to
21 ship the product to the Monsanto facility where it's going
22 to be used?

23 A. I'd have to say yes.

24 Q. As opposed to Monsanto, for instance, going to the
25 source and taking the product --

1 A. No.

2 Q. -- itself, and delivering it?

3 A. I would think the supplier would arrange for all
4 the shipping responsibility.

5 Q. Okay.

6 MS. PARSONS: Just want to register a
7 objection to the extent that we're dealing with products
8 other than the products that Mr. Pratte has addressed in his
9 career at Monsanto.

10 MR. MINOFF: Right, and we clearly are because
11 I believe Mr. Pratte has already testified that aside from
12 the Dow contract, he knows of no other arrangements between
13 Monsanto and any other supplier for vinyl chloride.

14 Q. Is that fair?

15 A. That's correct.

16 Q. Whether they be contracts or some less formal
17 arrangement; is that right?

18 A. I have no -- yeah, the answer's yes.

19 Q. Your investigation uncovered no information as to
20 that?

21 MS. PARSONS: Objection.

22 WITNESS: No, it didn't.

23 MR. RENDINI: Objection.

24 WITNESS: My investigation showed that we had
25 no agreements -- other agreements other than those that we

1 talked about, the Dow agreement.

2 Q. (BY MR. MINOFF) In your investigation did you find
3 out any information about Monsanto ever acquired vinyl
4 chloride from other nonMonsanto sources through a pooling
5 arrangement? Do you know what a pooling arrangement is?

6 MS. PARSONS: Objection.

7 MR. RENDINI: Objection.

8 WITNESS: Would you define a pooling?

9 Q. (BY MR. MINOFF) Well, let's use a different term,
10 through an exchange agreement as where Monsanto would
11 acquire vinyl chloride from a company and, in return, supply
12 that company with some other product.

13 MS. PARSONS: Objection.

14 MR. RENDINI: Objection.

15 WITNESS: Would you rephrase that question
16 again? I lost you.

17 Q. (BY MR. MINOFF) Okay. Well, let's take it in two
18 parts.

19 A. Okay.

20 Q. Are you aware from your experience at Monsanto of
21 any practice where Monsanto exchanges a chemical with
22 another company and gets another chemical in return?

23 MS. PARSONS: Objection.

24 WITNESS: The same chemical, yes.

25 Q. (BY MR. MINOFF) No. The same chemical?

1 A. Well, we have exchanges; in other words, I've seen
2 cases where Monsanto have supplied material and taken some
3 material back somewhere else, the same kind of material.

4 Q. And is there any special nomenclature for that
5 within Monsanto?

6 A. Just exchange agreements.

7 Q. And did you become aware through your investigation
8 that there were any such exchange agreements between
9 Monsanto and any other company involving vinyl chloride?

10 MS. PARSONS: Objection.

11 WITNESS: I was unable to detect any such
12 arrangements.

13 Q. (BY MR. MINOFF) Do you know, sir, of other
14 arrangements that Monsanto has had with other companies in
15 the past where Monsanto supplies the company with, say,
16 chemical A and receives in return from that company chemical
17 B, a different chemical?

18 MR. RENDINI: Objection.

19 MS. PARSONS: Objection.

20 WITNESS: No, I -- internationally we do some
21 bartering. I'm familiar with some of that going on. We've
22 taken polish hams for something else, you know, that kind of
23 thing but -- and it is by definition a chemical, whether it
24 be meat or not. But I don't -- I don't recall any specific
25 of exchanges that we have.

1 MR. MINOFF: Off the record for a second.

2 (Discussion off the record.)

3 Q. I take it from your testimony, sir, that you did
4 not become aware of any such arrangements between Monsanto
5 and any other company which involved vinyl chloride?

6 MS. PARSONS: Objection.

7 WITNESS: That's correct.

8 Q. (BY MR. MINOFF) Do you know, sir, if there was any
9 time during which the Dow requirements contract was in
10 effect when Dow was not able for whatever reason to fulfill
11 Monsanto's needs for vinyl chloride?

12 MS. PARSONS: Objection.

13 WITNESS: No, I don't have any evidence in
14 that.

15 Q. (BY MR. MINOFF) Okay. Is it fair to say, sir,
16 that as far as you're able to determine, while that
17 agreement was in effect that all of the vinyl chloride
18 acquired by Monsanto was acquired from Dow Chemical Company?

19 MS. PARSONS: Objection.

20 WITNESS: Would you rephrase the question?

21 MR. RENDINI: Objection.

22 MR. MINOFF: Let me just have it read back.

23 (The question was read by the reporter.)

24 WITNESS: My investigation did not show that
25 there was any other supplier. So by that reasoning, the

1 answer is yes.

2 MS. PARSONS: Same objection.

3 Q. (BY MR. MINOFF) Okay. Now, the Texas City plant
4 shut down in 1968 was it?

5 A. I don't know, I can't remember.

6 MS. PARSONS: Objection.

7 Q. (BY MR. MINOFF) Do you know whether or not
8 Monsanto used any of its own vinyl chloride after the plant
9 shut down, that is any vinyl chloride that might have been
10 stored or warehoused in some way?

11 A. I don't know that.

12 Q. Do you know a J.H. Bentley, sir?

13 A. No, I don't.

14 Q. What about an R. Rosenberg? These would have been
15 Monsanto employees.

16 A. No, I don't, don't know either one of those names.

17 Q. Was there one person who was in charge of
18 administering the Dow contract out of St. Louis?

19 A. I would say it had to be Ron Burnett.

20 Q. Okay. Why would you say it would have to be him?

21 A. Well, he was the one that negotiated the contract.

22 Q. Okay. And, therefore, he would have been the
23 person who followed up with the administration of it?

24 A. Sure, sure.

25 Q. Did you talk to Mr. Burnett about that when you

1 contacted him?

2 A. No.

3 Q. Did I ask you whether you knew a person named E.F.
4 Celette?

5 A. Ed Celette, no, you didn't ask me that.

6 Q. Do you know Mr. Celette?

7 A. Yes.

8 Q. And who was he?

9 A. Well, I'm not sure where he was at that time but he
10 -- plant manager in the '60s at the Springfield plant.

11 Q. Was he previously in St. Louis?

12 A. He spent time in St. Louis as well as Europe.

13 Q. Okay. What did he do while he was in St. Louis?

14 A. I'm -- I believe he was in production planning,
15 manufacturing and production planning is I believe where he
16 was.

17 Q. So he was a production person as opposed to, say, a
18 purchasing or transportation or distribution person?

19 A. Right, but he could have had responsibility for
20 transportation for a division, I don't know that.

21 Q. Which division would that have been?

22 A. For a division and, obviously, if it's -- well --

23 Q. Do you know, first of all, Mr. Celette doesn't work
24 for Monsanto any longer?

25 A. I think he retired.

1 Q. Do you know how long ago?
2 A. Ed Calette, I'm -- I think he retired within the
3 last five years.
4 Q. Do you know where he lives now?
5 A. No. He last was in Springfield, Mass.
6 Q. Okay. Sir, I'd like to show you again Exhibit No.
7 1 which is the notice of deposition, the various matters
8 listed on it that you were to testify to today.
9 A. Uh-huh.
10 Q. Looking at Item No. 1 on page 2, I've asked you
11 some things about sources of supply of vinyl chloride
12 monomer.
13 A. Uh-huh.
14 Q. Is it fair to say that through your testimony
15 today, you've exhausted all of your knowledge on that topic?
16 MS. PARSONS: Objection.
17 Q. (BY MR. MINOFF) That is the area listed as Exhibit
18 No. 1, is there anything else that you can tell me with
19 regard to that?
20 MS. PARSONS: Objection.
21 WITNESS: No.
22 Q. (BY MR. MINOFF) Nothing else?
23 A. Nothing else that comes to mind.
24 Q. What about Item No. 2?
25 MS. PARSONS: Same objection.

1 Q. (BY MR. MINOFF) And just take some time to read it
2 to yourself before you answer.

3 A. No on 2.

4 Q. What about No. 3?

5 A. Well, now, does that include the stuff you showed
6 me today?

7 MS. PARSONS: Same objection.

8 Q. (BY MR. MINOFF) Let me take a look. What I'm
9 asking you, sir, is have you already testified as to
10 everything that you knew when you walked in here?

11 MS. PARSONS: Objection.

12 Q. (BY MR. MINOFF) As to now we're talking about --

13 A. No. 3?

14 Q. -- Item No. 3.

15 MS. PARSONS: Objection.

16 MR. RENDINI: Objection.

17 WITNESS: Yes.

18 Q. (BY MR. MINOFF) Okay. Would the same -- would
19 your answer be the same, sir, with respect to items 4
20 through 7?

21 MS. PARSONS: Same objection.

22 Q. (BY MR. MINOFF) That is what you've already
23 testified to everything that you know?

24 MS. PARSONS: Objection.

25 MR. RENDINI: Objection.

1 WITNESS: Through 7 I guess the answer is yes,
2 well, the answer is yes. I've essentially told you
3 everything that I know.

4 Q. (BY MR. MINOFF) Okay. Are there any other
5 individuals, sir, who you did not speak to who you feel
6 might be able to supply some information as to any of those
7 seven matters that you just reviewed?

8 MS. PARSONS: Objection.

9 WITNESS: I don't believe so.

10 Q. (BY MR. MINOFF) Okay. Would it help you to look
11 at documents that I just handed you today, that is the ones
12 included in Exhibit 6, to determine whether or not there
13 might be other people with information?

14 MS. PARSONS: Objection.

15 WITNESS: I looked at the names and I, you
16 know, I really can't -- It's so long ago that it's -- my
17 assumption is that they couldn't remember any better than I
18 can.

19 MR. MINOFF: Off the record.

20 (Discussion off the record.)

21 MR. MINOFF: I don't have any further
22 questions for you, Mr. Pratte, thank you.

23 WITNESS: Okay.

24 MR. MINOFF: But these folks might.

25 CROSS-EXAMINATION

1 BY MS. PARSONS:

2 Q. Just a couple of. Mr. Pratte, my name is Sue
3 Parsons and I represent Dow Chemical and Union Carbide. I
4 just have a couple brief questions with regard to your
5 personal knowledge of the Dow contract. Your personal
6 knowledge comes from the fact that you were responsible for
7 purchasing chlorine; is that correct?

8 A. That is correct.

9 Q. And your testimony that the Dow contract began in
10 1969 comes from the fact that you were required to find
11 other sources for the chlorine because Dow now came into the
12 picture; is that correct?

13 A. Yes, I had to move the chlorine to other locations.

14 Q. And based on your personal knowledge, your
15 investigation as a representative of Monsanto, it is your
16 testimony that the Dow contract began in 1969; is that
17 correct?

18 A. That's correct.

19 Q. And then referring to Exhibit -- what was that
20 exhibit number? Just referring to Exhibit No. 3 --

21 A. Uh-huh.

22 Q. -- where it has entries under Items 2, 3 and 4
23 referring to a contract dated 9/13/66, it's your testimony
24 that that would be incorrect based on everything that you
25 know today; is that correct?

1 A. My assumption of that, that that date didn't match
2 anything and that the date was wrong.

3 Q. Okay. To your knowledge, you have never heard of a
4 Dow contract that would have been in effect with Monsanto in
5 1966; is that correct?

6 A. No.

7 MR. MINOFF: Objection to form.

8 Q. (BY MS. PARSONS) That is correct?

9 A. That is correct.

10 MS. PARSONS: That's all I have.

11 CROSS-EXAMINATION

12 BY MR. RENDINI:

13 Q. Mr. Pratte, I'm Joseph Rendini and I represent B.F.
14 Goodrich. I believe you said on direct examination that
15 other than the Indian Orchard plant in Springfield, no
16 Monsanto plant was using VCM as part of its production
17 process during the period that's relevant to this complaint,
18 which is from 1947 to 1974; is that correct?

19 A. That is correct.

20 Q. Do you know during that time period what or how
21 much VCM the Indian Orchard plant would consume on an annual
22 basis?

23 A. The best information I have is about 200,000,000
24 pounds.

25 Q. And what's that based upon?

1 A. The amount of chlorine that is involved, people I
2 talked to.

3 Q. Do you have any knowledge as to what the -- what
4 the amount of VCM covered by the Dow contract was?

5 A. It -- the paper says was up to 250,000,000 pounds.
6 It would have covered that high.

7 Q. So that 250,000,000 pounds would have covered the
8 total amount of the total VCM requirements of the Indian
9 Orchard plant, would it not?

10 A. To my knowledge, yes.

11 Q. Do you know what the annual production of the Texas
12 City plant was up to the time of its closing?

13 A. No.

14 Q. Do you know if it was greater than 200,000,000
15 pounds per year?

16 A. That's the impression I received, that it was
17 greater than a 200,000,000 pound plant and, yeah, that's the
18 information I got.

19 Q. And what's that information based upon?

20 A. Conversations with people.

21 Q. And I understand -- understood your direct
22 examination testimony to be that prior to the shutting down
23 of the Texas City plant, you've had no information on any
24 VCM coming into the Indian Orchard plant from nonMonsanto
25 sources; is that correct?

1 A. That's correct.

2 Q. Right. After the closing of the Texas City plant
3 and after the Dow contract went into effect, which was about
4 the same time as I understand, correct --

5 A. Yes.

6 Q. -- I also understand your direct testimony to be
7 that you have no information of any VCM coming into the
8 Indian Orchard plant from nonDow sources; is that correct?

9 A. That's correct.

10 Q. So to the best of your knowledge as a result of
11 your investigation, all of the VCM being used at the Indian
12 Orchard plant either came from Monsanto, itself, or from
13 Dow; is that correct?

14 MS. PARSONS: Objection.

15 WITNESS: Let's put it this way here, Dow had
16 the responsibility to supply. And beyond that I don't know.

17 Q. (BY MR. RENDINI) Okay. So let me rephrase the
18 question to state that during the relevant time period, the
19 responsibility for furnishing VCM to the Indian Orchard
20 plant was either Monsanto's up to the time of the Texas City
21 closing or after that it was Dow's; is that correct?

22 A. That's correct.

23 Q. At some point it became the case that Indian
24 Orchard stopped using VCM; isn't that correct?

25 A. I don't believe they use it today.

1 Q. So at some point they had to stop using it, right?

2 A. Yeah.

3 Q. So after Indian Orchard stopped using VCM, do you
4 know if any other Monsanto facilities continued to use VCM
5 for any purpose?

6 A. No, I don't know of any other.

7 MR. RENDINI: I don't have anything further.

8 REDIRECT EXAMINATION

9 BY MR. MINOFF:

10 Q. Mr. Pratte, I just have a couple more follow-up
11 questions with respect to Exhibit No. 3. Do you have that
12 in front of you? There you go.

13 A. I have a copy here -- I have the original.

14 Q. Okay. Maybe we should have marked the original
15 one. Okay. Looking at Item No. 1, it says the third line
16 down effective date. You see that?

17 A. Uh-huh.

18 Q. And it says next to that 19660913 and that would
19 correspond to a date of September 13, 1966, correct?

20 MS. PARSONS: Objection, that is -- that's
21 what the date is.

22 MR. RENDINI: What line? Excuse me, what
23 line? Okay.

24 MR. MINOFF: The third line down Item No. 1.

25 MS. PARSONS: Again I'm going to object

1 because he did not generate this document and has no
2 knowledge as to the document. The document speaks for
3 itself.

4 MR. RENDINI: Same objection.

5 Q. (BY MR. MINOFF) Now, it was your testimony earlier
6 and in response to Miss Parsons that you believe that that
7 date was in error; is that correct?

8 A. Well, down below when I read the Item 1, I didn't
9 catch the one on the top when it said 9/13/66 the Item 2.

10 Q. Where does it say that?

11 A. Right here.

12 Q. In the narrative portion?

13 A. In the narrative portion.

14 Q. Correct.

15 A. I looked at that and I says, well, geez, this is
16 they're talking about the account that goes into effect on
17 1/1/69. I says, hell, that's 3 years -- well, 2 1/2 years
18 ahead of time and they're talking about an amendment. I
19 assumed it was the wrong date.

20 Q. Okay.

21 A. I thought it would be closer to the starting date.

22 Q. Okay. So that's what led you to conclude that the
23 September 13, 1966, date must have been a mistake?

24 A. That's -- yeah, that's what I thought, that's what
25 led me to believe it was a typo.

1 Q. Okay. Why don't we now look at Item No. 2, second
2 line where it says signature date.
3 A. Uh-huh.
4 Q. And that appears to indicate September 14, 1966.
5 MS. PARSONS: Objection.
6 WITNESS: Interpretation.
7 Q. (BY MR. MINOFF) Well, that's -- it says 196609147
8 MS. PARSONS: Objection.
9 WITNESS: Yeah, that's the interpretation I --
10 Q. (BY MR. MINOFF) Okay. And it's your belief with
11 respect to that that that date is also in error?
12 A. I didn't look at -- I was looking at the body here.
13 This is the first time I've really focused on this
14 particular, you know, dating system so I really -- this -- I
15 really wasn't focusing on that. I focused on the date 9/13.
16 Q. Okay. But you see now that that is a 1966 date
17 which appears at various places on this document under Item
18 No. 1 as well as --
19 A. Right, I see the numbers.
20 MS. PARSONS: Objection.
21 WITNESS: I see the numbers and I can put that
22 kind of an interpretation on it.
23 Q. (BY MR. MINOFF) And by that, you mean that you're
24 interpreting that those numbers such as 19660914 mean a date
25 of September 14, 1966?

1 MS. PARSONS: Objection.

2 MR. RENDINI: Objection.

3 Q. (BY MR. MINOFF) That's what you mean when you say
4 your interpretation of it?

5 MS. PARSONS: Objection.

6 MR. RENDINI: Objection.

7 WITNESS: Yes.

8 Q. (BY MR. MINOFF) What about the last -- I'm sorry,
9 Item No. 3 at the bottom of the page, bottom of the first
10 page?

11 A. Item 3.

12 Q. I think it's the front of which you have under Item
13 No. 3. It says signature date 19671113. Using your
14 interpretation, that would correspond to a date of November
15 13, 1967?

16 MS. PARSONS: Objection.

17 MR. RENDINI: Objection.

18 WITNESS: Yes.

19 Q. (BY MR. MINOFF) And is it your belief, sir, based
20 on what you know about the Dow contract that that date is
21 also in error?

22 A. Now that you pointed this out, I don't know what to
23 say. --

24 Q. Well --

25 A. I really -- I really can't comment. I think you'll

1 have to ask the person who does this documentation.

2 Q. I think you're right. Is it fair to say, though,
3 sir, that you do not know for a fact that -- let's just take
4 that date that -- that 1967 date is in error or not?

5 MS. PARSONS: Objection.

6 MR. RENDINI: Objection.

7 Q. (BY MR. MINOFF) Is that correct?

8 A. I would say yes.

9 Q. You don't know that for a fact?

10 MS. PARSONS: Objection.

11 WITNESS: I don't know that for a fact.

12 Q. (BY MR. MINOFF) In fact, without seeing the actual
13 documents, you don't know for a fact whether any of the
14 dates listed for each of these items is accurately stated or
15 not?

16 MS. PARSONS: Objection.

17 MR. RENDINI: Objection.

18 WITNESS: That's true.

19 Q. (BY MR. MINOFF) And your understanding is that the
20 documents as indicated here have all been destroyed?

21 A. That's what I'm -- I was told.

22 MR. MINOFF: Okay. I'm going to adjourn --

23 -- MS. PARSONS: I have some questions.

24 MR. MINOFF: Oh, okay.

25 RECROSS-EXAMINATION

1 BY MS. PARSONS:

2 Q. Sir, just referring to the same exhibit, you didn't
3 generate this document; is that correct?

4 A. No, I did not generate this document.

5 Q. And you had no responsibility for preparing it; is
6 that correct?

7 A. That's correct.

8 Q. And you don't know the reasons it was prepared; is
9 that correct?

10 A. I do know why it was prepared. It was in answer to
11 my questions.

12 Q. As to your search for documents?

13 A. As to whether we had any contracts pertaining to
14 this subject.

15 Q. But because you didn't prepare this document, you
16 have no knowledge of how the computer system in this
17 document works; is that correct?

18 A. No.

19 Q. And so the numbers that are generated herein could
20 mean anything; isn't that true?

21 A. They must mean something.

22 Q. Well, I mean you'd been guessing if you told us
23 here today what exactly these dates meant; is that correct?

24 A. Yeah, yeah.

25 Q. Based on your personal knowledge and in your

1 investigation as a representative of Monsanto, you have no
2 knowledge whatsoever of any Dow contract regarding VCM prior
3 to 1969; is that correct?

4 A. That's correct.

5 Q. And to your knowledge, the only contract that
6 existed between Dow and Monsanto began in 1959; is that
7 correct?

8 A. That is correct.

9 MS. PARSONS: Okay. That's all I have.

10 REDIRECT EXAMINATION

11 BY MR. MINOFF:

12 Q. Just one more question before we adjourn, Mr.
13 Pratte. Did Ann Clark prepare this document?

14 A. To my knowledge.

15 MR. MINOFF: Okay. I'd like to adjourn now.
16 I'd like to leave the record open for further inquiry of
17 anyone else that Monsanto might wish to designate given the
18 fact that there were documents which I produced today that
19 Mr. Pratte, the designated witness, did not have an
20 opportunity to see and did not see prior to the deposition.
21 I'd like to give him and I guess Monsanto, itself, an
22 opportunity to review those for the purpose of determining
23 whether or not there's any further investigation which
24 should be done to respond as fully as possible to questions
25 within the areas listed in the notice.

1 MR. POWERS: Keith, those documents, you're
2 aware where those documents came from. They came from
3 individuals' file in the Monsanto Indian Orchard plant. The
4 request was made for a search of Monsanto documents kept in
5 the regular course of business. This is the computer
6 printout of the documents that were here. As you can see,
7 they were destroyed in December. Those were the documents
8 that we had.

9 Mr. Pratte made inquiry of the individuals who are
10 with the company who had knowledge -- that he felt had
11 knowledge so that he could obtain a familiarity beyond his
12 own personal knowledge with the subjects which you
13 identified. He has testified that since 19 -- from 1969
14 until the plant closed that Dow was a supplier of vinyl
15 chloride monomer, Dow was responsible. Pre 1969 Monsanto
16 was responsible for the supply of vinyl chloride monomer.

17 The documents which you showed him are not
18 inconsistent with anything that he testified to here today.
19 He indicated that at times there were occasions when
20 companies other than Monsanto, VCM made its way into the
21 Indian Orchard plant. A search has been made. We have not
22 located any other documents which would indicate when these
23 swaps were made, how much, who. You've come -- we've
24 provided you with documents which have come up which showed
25 on occasion these things happen and he's testified to that

1 here today.

2 But, you know, there is no further investigation
3 which Monsanto can do. There are no further documents that
4 they are aware of which would give you with any greater
5 specificity when these swaps happened, with who, how much.
6 And I don't know what else you're looking for.

7 MS. PARSONS: And I would object to having my
8 clients have to come back here again since Monsanto has
9 designated the person who they deemed to be or they deemed
10 to have the most knowledge on this subject.

11 MR. RENDINI: Same objection on behalf of
12 Goodrich and also an objection to the characterization of
13 the evidence by Mr. Powers.

14 MS. PARSONS: Same objection as well.

15 MR. POWERS: Well, if we can go off the
16 record.

17 (Discussion off the record. The deposition
18 was adjourned, the exhibits were retained by counsel and the
19 signature was waived.)

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1 STATE OF MISSOURI)
) SS
 2 CITY OF ST. LOUIS)

3 I, Laura Lynn Murphy, Registered Professional
 4 Reporter - Certificate of Merit, Certified Shorthand
 5 Reporter, Notary Public within and for the State of
 6 Missouri, DO HEREBY CERTIFY that pursuant to agreement
 7 between the parties the aforementioned witness came before
 8 me at the time and place hereinbefore mentioned, who was by
 9 me first duly sworn to tell the whole truth of his knowledge
 10 touching the matter in controversy aforesaid; that he was
 11 examined on the day, between the hours and at the place in
 12 that behalf aforesaid; and his examination was taken in
 13 shorthand and later reduced to print; that signature by the
 14 witness is waived and said deposition is herewith returned
 15 and filed with the court.

16 IN WITNESS WHEREOF, I have hereunto subscribed my
 17 name and affixed my Notarial Seal this _____ day
 18 of _____, 1991.

19 My Commission Expires July 10, 1993.

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 Laura Lynn Murphy, RPR-CN, CSR