

312/782-0591

1 PRESENT:

2 MR. FREDERICK M. BARON and
3 MS. LISA A. BLUE

4 Baron & Budd, P.C.
5 10th Floor Dallas Federal
6 Savings Tower
7 8333 Douglas Avenue
8 Dallas, Texas 75225

9 appeared on behalf of the
10 plaintiff;

11 MR. JOSEPH R. DAVIDSON

12 Bernard & Davidson
13 3600 Nameoki Road
14 Granite City, Illinois 62040

15 appeared on behalf of
16 defendant M. H. Detrick
17 Company;

18 MR. BARRY S. NOELTNER

19 Heyl, Royster, Voelker & Allen,
20 P.C.
21 224 St. Louis Street
22 Edwardsville, Illinois 62025

23 appeared on behalf of
24 defendants other than
 M. H. Detrick Company.

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I N D E X

WITNESS

DX CX RDX RCX

JOHN HOSBEIN

By Mr. Baron 14

EXHIBITS

Deposition
Exhibit No.

For Id.

1	58
2	58
3	58
4	104
5	146
6	146

1 MR. DAVIDSON: Let me put on the record, in
2 reviewing these past interrogatories with Mr. Hosbein,
3 Answer Number 1, the Zip Code should be 60448,
4 rather than 60440.

5 MR. BARON: Oh, man, we will have to go in
6 court to get an order on that!

7 MR. DAVIDSON: Well, I want to get them as
8 correct as I can.

9 MR. BARON: OK, that's fine.

10 MR. DAVIDSON: Number 5, the spelling of
11 Rowaltdt apparently is R-o-w-a-l-d-t.

12 MR. NOELTNER: R-o-w-a-l-d-t?

13 MR. DAVIDSON: Yes.

14 I've got Number 6 as 1982, but that
15 doesn't appear to be the correct -- I don't see
16 the year there. Do you have your copy?

17 MR. BARON: Which one are you looking at?

18 MR. DAVIDSON: Well, I am looking. There is
19 a mistake in a year, but I have got Number 6 as
20 1982.

21 MR. BARON: What's the question?

22 MR. DAVIDSON: I don't know. I've just got
23 the answers here.

24 MR. BARON: You are playing Jeopardy.

1 MR. DAVIDSON: None of these, as you will
2 see, are particularly significant.

3 The next one I have was 54.

4 We are going to have these retyped
5 and sent to you.

6 It's 54(b). The answer should be
7 changed to read: Newspaper and other media
8 accounts cynical in the nineteen seventies, and
9 also became aware of the problem when Combustion
10 Engineering began to be sued. A DHEW pamphlet
11 entitled 'Asbestos Exposure' referenced asbestos
12 exposure dangers."

13 MR. HOSBEIN: That's 35.

14 MR. DAVIDSON: Oh, the year I was looking for
15 is Answer 35. That should be 1982 rather than
16 1968.

17 MR. BARON: OK. All right.

18 MR. DAVIDSON: Let's see. There are just a
19 couple more.

20 85. You already know there are two
21 other witnesses, Dr. Cooper and Dr. Robert Bruce.

22 MR. BARON: Cooper is listed in here.

23 MR. DAVIDSON: Well, it says, 85 says "All
24 witnesses."

1 MR. BARON: 85 says "Expert witnesses" and
2 you have got Clark Cooper and you have got Dr.
3 Bruce.

4 MR. DAVIDSON: Dr. Robert Bruce.

5 MR. BARON: Has anybody gotten Bruce's report
6 yet?

7 MR. NOELTNER: There is no report.

8 MR. BARON: Will there ever be a report?

9 MR. NOELTNER: We hope so. We are told by the
10 end of this week.

11 MR. DAVIDSON: The answer to 15 is simply it
12 was read improperly, because 15 references patent-
13 ed, and there was no patent. So that's simply in-
14 correct. It should be taken out in its entirety.

15 MR. BARON: You lost me.

16 MR. DAVIDSON: Well, 15 really references back
17 to Answer 14, and 14 references back to patent
18 in 15. It was just misread. It just has no
19 meaning at all.

20 MR. BARON: All right. I got you.

21 MR. DAVIDSON: And I think that that's it.

22 MR. BARON: Now, you told me that you would
23 provide me with exhibits.

24 MR. DAVIDSON: Right. That is correct.

1 Now, these also may respond to your
2 answer in Number 3.

3 MR. BARON: OK.

4 MR. DAVIDSON: Here are the exhibits. That's
5 the only copy I have. I didn't have a chance to
6 go down and copy them myself, so you can refer
7 to them, mark them as exhibits, and then we can
8 copy them here.

9 MR. BARON: You clearly have the originals
10 there.

11 MR. DAVIDSON: Well, one of the originals we can't
12 can't even find.

13 MR. BARON: Well, you have got two of the
14 originals.

15 MR. DAVIDSON: Two of the originals.

16 MR. BARON: These two, is that what you made
17 copies of?

18 MR. DAVIDSON: Here?

19 MR. BARON: Yes.

20 MR. DAVIDSON: What do I have listed here now?
21 Which one is B and C?

22 MR. BARON: Exhibit B is the Detrick Industrial
23 Insulations Manual, Technical Information on a
24 Group of Insulation Products Engineered for High

1 Temperature Conditions"

2 Exhibit C is Insulations Designed
3 with the Application in Mind.

4 This is Exhibit D. OK.

5 MR. BARON: And D is the Detrick High Tempera-
6 ture Industrial Insulations.

7 MR. DAVIDSON: So the one we do not have a
8 copy of --

9 MR. BARON: Well, we'll make copies of all
10 of these when we are finished here.

11 MR. NOELTNER: But you don't have Exhibit B.

12 MR. DAVIDSON: I have Exhibit B. I am giving
13 him the original.

14 MR. BARON: He is giving me his copy.

15 OK. Any other housekeeping?

16 MR. DAVIDSON: I think not. We will reference
17 when we get into it, however you want to do it, your
18 request -- I mean your notice for deposition.
19 We have certain things here.

20 MR. BARON: Well, I would like to go over
21 that with you.

22 MR. DAVIDSON: You mean right now, or as you
23 are getting into it?

24 MR. BARON: No, right now.

1 In fact, if you will hand me that
2 notice, I will just go through it.

3 MR. DAVIDSON: OK.

4 MR. BARON: This is taken, this deposition is
5 taken by notice, and we have requested certain
6 objects to be brought with you.

7 Number 1 is any and all correspondence,
8 letters, memoranda, invoices, et cetera, concerning
9 sales of asbestos-containing products by M. H.
10 Detrick to the following customers from the year
11 '46 to '85, and it then lists seven different
12 customers.

13 Were you able to find it? And, Mr.
14 Davidson, if I could, do you have records with
15 you?

16 MR. DAVIDSON: Let me state for the record,
17 I have what we found to date. As you know from
18 your own notice, it was just about eight or nine
19 days ago, and your notice is almost a production
20 request for everything in the last twenty-five
21 years, so we are continuing to look.

22 What we have for request Number 1 is
23 I have this here (indicating documents).

24 MR. BARON: OK.

1 MR. DAVIDSON: Request Number 2.

2 MR. BARON: Is for samples of the products.

3 MR. DAVIDSON: And that really is the same
4 as A, B, C and D.

5 MR. BARON: So there are no samples of
6 materials left?

7 MR. DAVIDSON: No.

8 MR. BARON: They are all gone.

9 Number 3 is all documents discussing
10 the design of the material and the composition
11 of the material, and I would guess that those
12 brochures do that.

13 MR. DAVIDSON: Other than that, we have noth-
14 ing else at this time.

15 MR. BARON: And Number 4 is brochures, sales
16 material, warnings and other material.

17 MR. DAVIDSON: That's what I have already
18 given you, A, B, C and D.

19 MR. BARON: And Number 5 is all documents
20 concerning any studies that have been done by
21 M. H. Detrick concerning the effects of exposure
22 to asbestos.

23 MR. DAVIDSON: And what we have to date at
24 this time is this booklet here.

1 MR. BARON: NIOSH pamphlet.

2 MR. DAVIDSON: Right.

3 MR. BARON: OK. Number 6 is all documents
4 concerning the merger or sale or acquisition of
5 other asbestos companies, particularly the merger --
6 any mergers of M. H. Detrick or any division of
7 M. H. Detrick that manufactured asbestos products
8 with any other company or individual. And I
9 suspect this concerned the sale to --

10 MR. DAVIDSON: The Aurora sale, Aurora plant
11 sale to Combustion Engineering.

12 We have this rather thick folder.
13 This is the first time I have had an opportunity
14 to look at it this morning. There is in it what
15 I believe are materials that are not relevant to
16 be produced. So the only way I can see to do
17 this one -- most of the stuff deals with a
18 lease of land or the sale of some acreage, and
19 what I want to do on this is I will be glad to
20 produce at a later time anything that relates
21 to the asbestos litigation. Some of these
22 things I believe are privileged. I will give
23 the entire folder to the Judge and if he wants,
24 orders us to produce anything else, I will be glad to.

1 MR. BARON: The difficulty that I have with
2 that is that this sale and acquisition by Combustion
3 Engineering is going to be the subject of
4 some collateral problems, i.e., our relationship
5 with Combustion Engineering. Combustion Engineering
6 may say one thing that Detrick denies. And
7 those documents may be very, very pertinent to
8 the purpose of the sale, the way the sale was
9 consummated, any collateral transactions to the
10 sale, and this gentleman may well be the only
11 witness that has the information that can interpret
12 some of these documents, and we had hoped, as
13 we always do, that we would have had answers to
14 interrogatories, responsive, that would have given
15 us this material to begin with, because we
16 requested it in the interrogatory answers some
17 time ago.

18 But we certainly would have thought
19 that when you received the notice, that you would
20 have had the ability to get this material.

21 MR. DAVIDSON: Well, the notice, I don't
22 think -- well, I don't believe the interrogatories
23 in any way dealt with deeds, et cetera.

24 All I can say is the material here,

1 I cannot -- I have not been able to go through it
2 enough to determine what is privileged or not.
3 I think there are things that are privileged, not
4 even relevant. After we get through the deposi-
5 tion I will make every effort to go through these
6 other materials and produce it, and if necessary I
7 suppose the only thing we can do as to this item
8 Number 6 is to take Mr. Hosbein's deposition
9 again, if after looking at it you think there is
10 anything that you haven't seen.

11 I think when you see it you are not
12 going to -- maybe there is something I don't
13 know that is going on with Combustion, but the
14 sale of five acres of land some place else not re-
15 lating to the sale of the plant doesn't seem to
16 me to be relevant. But at this time I am not
17 prepared to produce this entire jacket, which I
18 just saw about an hour ago, which responded to
19 your notice.

20 7. I don't know what 7 is.

21 There are no documents --

22 MR. BARON: OK.

23 MR. DAVIDSON: -- to our knowledge, at this
24 time.

1 MR. BARON: All right. I would like to have
2 the court reporter mark each of these items --
3 well, the only one --

4 Well, let me back up a minute. As
5 I understand your position, you are going to
6 produce all of it, with the exception of Number 6,
7 which is this big folder of documents.

8 MR. DAVIDSON: That's correct.

9 MR. BARON: And you want the time to go
10 through that folder of documents.

11 MR. DAVIDSON: That's correct.

12 MR. BARON: To determine what's privileged
13 and what is not.

14 MR. DAVIDSON: That's correct. This can all
15 be marked, any way you want to now.

16 MR. BARON: Well, I would like to look at
17 all of this material so that I can ask appropriate
18 questions.

19 MR. DAVIDSON: You can look at all of it
20 here.

21 MR. BARON: All of it with the exception of
22 Number 6, you are saying.

23 MR. DAVIDSON: Sure. Take all the time you
24 want.

1 MR. BARON: How long will it take you to go
2 through Number 6? I hate to bring this man back
3 here. I am sure he would like to get rid of us.

4 MR. HOSBEIN: I am available.

5 MR. BARON: You are available. Well, if he is
6 available you can come back.

7 All right. Why don't you swear the
8 witness then.

9 (Whereupon the witness was
10 sworn.)

11 J O H N H O S B E I N,
12 having been first duly sworn, deposed and testi-
13 fied as follows:

14 DIRECT EXAMINATION

15 BY MR. BARON:

16 Q All right. If you would first, please,
17 sir, state your name.

18 A John Hosbein. H-o-s-b-e-i-n.

19 Q And your business address, sir?

20 A 19444 South 97th Avenue, Mokena, Illinois.

21 Q All right, Mr. Hosbein, how are you
22 presently employed? Or are you presently employed?

23 A Yes.

24 Q And how are you presently employed?

1 A You mean with M. H. Detrick Company?

2 Q Yes.

3 A As President.

4 Q And how long have you held the title of
5 President of M. H. Detrick Company?

6 A I think about three years. Two years.

7 Q And are you presently a shareholder in
8 M. H. Detrick Company?

9 A Yes.

10 Q And are you a majority share owner in
11 M. H. Detrick?

12 A What do you mean by that?

13 Q Do you own more than fifty per cent of
14 the outstanding stock of M. H. Dietrick?

15 A No.

16 Q OK. Who owns M. H. Dietrick right now?
17 Who owns the majority ownership of the company?

18 A Nobody owns the majority.

19 Q Is it a publicly traded company?

20 A No.

21 Q Is it held very closely by a few indi-
22 viduals?

23 A I think I could say that.

24 Q And who are those individuals?

1 A Myself and my brother David, my brother
2 Roger, and an employee stock ownership plan.

3 Q OK. Between the three of you, yourself,
4 David and Roger, you own a majority of the stock
5 of M. H. Detrick?

6 A Yes.

7 Q OK. And how long have you been associated
8 with M. H. Detrick in one form or another?

9 A Since 1947.

10 Q All right, Mr. Hosbein, I think it's
11 probably been explained to you by your attorney
12 but my name is Fred Baron. I am a lawyer that
13 represents an individual who has filed a claim
14 for damages against M. H. Detrick Company, and
15 I am here taking your deposition today concerning
16 that particular case. And I take it that you are
17 aware of those facts, are you not, sir?

18 A Yes.

19 Q All right. Now, I am going to be asking
20 you questions about the background of M. H.
21 Detrick, and about perhaps this litigation. If
22 at any time you don't understand my question,
23 please stop me and I will try to rephrase the
24 question, because I want to be absolutely certain

1 that the answers that you are giving me are
2 responsive to my questions. All right, sir?

3 A (Nodding head.)

4 Q Also, the court reporter doesn't hear
5 the rattle when you nod your head. You have got
6 to say yes or no to her so that she can get it
7 on to the record here and have a transcript copy.
8 All right?

9 A All right.

10 Q OK. Are you a native of the Chicago
11 area?

12 A Yes.

13 Q And where did you attend high school,
14 sir?

15 A Do all these questions really relate to
16 this?

17 MR. DAVIDSON: Yes, you have to answer
18 that.

19 BY MR. BARON:

20 Q I will be very brief with your back-
21 ground.

22 A I went to New Trier High School.

23 Q And did you take some college training?

24 A Yes.

1 Q And what college did you attend?

2 A Notre Dame.

3 Q And what year did you graduate, sir?

4 Or did you graduate from Notre Dame?

5 A I graduated in 1945.

6 Q What degree did you take?

7 A Bachelor of Science in Mechanical Engin-
8 eering.

9 Q And between '45 and '47 when you went
10 to work for Detrick, what was your occupation,
11 generally?

12 A I was in the US Navy, and I returned to
13 school for one year of additional college work.

14 Q What area did you specialize in in
15 college for that additional work?

16 A No particular area.

17 Q Working towards a Master's program?

18 A No particular area.

19 Q All right. Had you had some prior
20 knowledge of M. H. Detrick Company before you
21 began with them in '47? Was it a family owned
22 company, --

23 A Yes.

24 Q --that you are aware of? Was it your

1 family that owned the company?

2 A My father was a principal in the company.

3 Q OK. What was his name?

4 A Louis Hosbein.

5 Q Was he the President of the company in
6 1947?

7 A No.

8 Q Who was?

9 A I think in 1947 Mr. Raymond Foltz was
10 the President.

11 Q And was Mr. Foltz a principal share-
12 holder of the company as well as your father?

13 A I think he was a shareholder. I don't
14 know to what extent.

15 Q All right. What business was M. H.
16 Detrick in in 1947?

17 A The business of designing and supplying
18 parts for industrial furnace enclosures.

19 Q What job did you take with them in 1947?

20 A I was an assistant in the Engineering
21 Department.

22 Q By the way, I should have asked you,
23 Mr. Hosbein, have you ever had your deposition
24 taken before?

1 A No.

2 Q So I'll be as easy with you as I can.
3 In 1947 how many facilities did M. H. Detrick
4 have?

5 A What do you mean by facilities?

6 Q Did they have more than one plant loca-
7 tion?

8 A Yes.

9 Q OK. And where were the plant locations?

10 A What kind of plants?

11 Q Well, did they have facilities all over
12 the country?

13 A We had only one insulation plant. That
14 was in Aurora, Illinois.

15 Q OK. All right. So there was an insu-
16 lation manufacturing plant in Aurora?

17 A Yes.

18 Q And did that plant manufacture insula-
19 tion products?

20 A Yes.

21 Q What other manufacturing plants did M.
22 H. Detrick have in 1947?

23 A We owned some cast iron foundries.

24 Q And where were they located?

1 A There was one in Peoria at that time, I
2 think.

3 Q OK.

4 A And another one in Newark, New Jersey.

5 Q OK.

6 A And one in North Manchester, Indiana.

7 Q And other than cast iron foundries and
8 insulation, what other manufacturing facilities
9 did M. H. Detrick have?

10 A None.

11 Q OK. Where was the corporate headquarters
12 of M. H. Detrick in 1947?

13 A In Chicago.

14 Q What was your job as an assistant in the
15 Engineering Department? What did it consist of?

16 A Doing engineering calculations and assist-
17 ing with design work on the furnaces.

18 Q What type of furnaces?

19 A Open hearth steel making furnaces.
20 Other types of industrial process furnaces.

21 Q What other types of industrial processes
22 are you talking to? Steel processing?

23 A No. In refineries and petrochemical
24 plants. Glass furnaces. Copper furnaces.

1 Q In 1947 was Detrick a publicly traded
2 company?

3 A No.

4 Q It's always been a private corporation?

5 A Yes.

6 Q Do you know when M. H. Detrick was found-
7 ed?

8 A The present company was incorporated in
9 Delaware in 1933, but it had antecedents going back
10 many years before that.

11 Q Who was M. H. Detrick? Or was there an
12 M. H. Detrick?

13 A Yes, there was an M. H. Detrick.

14 Q And what was his business in his company,
15 do you know?

16 MR. DAVIDSON: His company?

17 BY MR. BARON:

18 Q Yes. Is that the beginnings of M. H.
19 Detrick Company, I take it?

20 A Yes.

21 Q And do you know when the company as it
22 was M. H. Detrick, perhaps owned by M. H. Detrick,
23 when was that founded, and where?

24 A I think probably it had its origins in the

1 Chicago area, and at the time of the first World
2 War.

3 Q And who was Mr. Detrick? He was the
4 owner of the company?

5 A Yes.

6 Q And did your family purchase the com-
7 pany from him?

8 A No.

9 Q How did your family obtain ownership?

10 A My father was an early employee of Mr.
11 Detrick, and as the business grew, lots of the
12 employees purchased shares in the company when it
13 became a corporation.

14 Q I see. Now, in the job that you had,
15 did you have any duties with the insulation manu-
16 facturing plant in Aurora?

17 A Yes.

18 Q What were your duties?

19 A I assisted in the development of a form-
20 ing machine to make block insulation.

21 Q About what year did you do that, do you
22 recall?

23 A 1949-50.

24 Q When you say block insulation, was that

1 a magnesium based insulation product?

2 A No.

3 Q What type was it?

4 A Mineral wool based.

5 Q It was mineral wool based. And was that
6 an asbestos-containing product?

7 A Yes.

8 Q What is a forming machine?

9 A Forming machine to make the product.

10 Q All right. And is that the part that is
11 something that would take the slurry and use it
12 as a mold, and mold the material from the slurry?

13 A Yes.

14 Q Was that process done simultaneously
15 to the application of heat to the product?

16 A No.

17 Q Was that before the heat process?

18 A Right.

19 Q At what stage in the process was asbes-
20 tos added to the slurry?

21 A The dry ingredients were premixed dry,
22 and water was added to create the slurry.

23 Q Right.

24 A So it was at the dry stage that the

1 asbestos was added.

2 Q And the forming machine would hit it
3 after it had already been mixed and it was coming
4 down the line?

5 A Yes.

6 Q Was it poured into the forming machine?

7 A Yes.

8 Q Was that done by hand, or was that done
9 by application of some pressure technique?

10 A Well, you opened the valve and some
11 mixing thing, and it dropped into the forming
12 machine, the water drained out, and the material
13 went out on a conveyor.

14 Q Who was the plant manager of the Aurora
15 plant back then, do you recall?

16 A No, I can't.

17 Q And who was your supervisor in terms of
18 that particular job concerning the Aurora plant?

19 A Well, I reported to Mr. Fred Raymond,
20 who was retained by the company to develop this
21 machine.

22 Q All right. He was an outside consultant?

23 A Yes.

24 Q And who did he work for?

1 A He worked for himself.

2 Q He didn't have his own company? Or do
3 you recall the name of it?

4 A F. I. Raymond Company.

5 Q Is he still around, or is he deceased
6 now?

7 A I believe he's retired and living in
8 California.

9 Q Do you know where in California?

10 A Walnut Creek -- if he is still living.

11 Q Was he a consultant to your company for
12 many years?

13 A No. Just this one project.

14 Q Just the one project. How long did you
15 stay as an assistant in engineering?

16 A Until 1952 or '3.

17 Q And what job did you take then?

18 A I was recalled in the US Navy.

19 Q How long did you stay in the Navy?

20 A About two years.

21 Q And did you come back to the company?

22 A Yes, but in the Pittsburgh office.

23 Q What was your job in Pittsburgh?

24 A Sales.

1 Q What type of products were you selling in
2 Pittsburgh, or from the Pittsburgh office?

3 A Boiler enclosure and steel heating
4 furnaces. Forming furnace parts.

5 Q As I understand it, the insulation
6 that was manufactured in Aurora was used primarily
7 for furnace enclosures, was it not?

8 A That was one of its applications.

9 Q What other applications did it have?

10 A I am not familiar with other ones,
11 except what we use it for in furnaces.

12 Q When you would be out selling furnaces,
13 would the furnaces come to the customer with
14 Detrick insulation already installed?

15 A No.

16 Q So the customer would have to purchase
17 the insulation before the furnace was operable?

18 A If there were any insulation applied.

19 Q OK. Normally when you would sell fur-
20 naces, or in fact oftentimes you would have to
21 sell the customer insulation for the furnace as
22 well, did you not?

23 A We didn't have to sell it. We quote it.

24 Q OK. You would quote it if the customer

1 requested it, right?

2 A Yes.

3 Q And the products that you quoted were
4 asbestos-containing insulation products, were
5 they not?

6 A Some of them.

7 Q And in 1952 who was your supervisor in
8 Pittsburgh, do you recall?

9 A I wasn't in Pittsburgh in '52.

10 Q '54. Excuse me. Is that when you began?

11 A Probably Clem Edgar.

12 Q What was his job title?

13 A He was District Manager of Pittsburgh.

14 Q What was your territory?

15 A I had some accounts south of Pittsburgh
16 and some up in Youngstown, Ohio.

17 Q And do you recall the names of some of
18 the customers that you sold the furnaces to?

19 A The companies?

20 Q Yes.

21 A Republic Steel. Youngstown Sheet and
22 Tube. Wheeling Steel.

23 Q All right. And when you would sell the
24 furnaces, would you also routinely give them

1 quotes on the insulation products?

2 A Maybe. Maybe not.

3 Q OK. How long did you stay in sales?

4 A About four years.

5 Q Exclusively out of the Pittsburgh office?

6 A Yes.

7 Q And what was your next job after sales?

8 A I came back to the Chicago office and
9 became interested in the administrative side of
10 the business.

11 Q What did that entail?

12 A Becoming familiar with the company account-
13 ing and operating procedures on the paper side.

14 Q What was your title at that time?

15 A I think I became the Treasurer soon
16 thereafter.

17 Q And who was the President when you came
18 back?

19 A I'm not sure. It could have been Frank
20 Pollen.

21 Q Is Mr. Pollen still alive?

22 A Yes.

23 Q And where does he reside?

24 A In Florida.

1 Q Where?

2 A In Florida.

3 Q Yes. Where in Florida?

4 A I think some place on the East Coast.
5 I don't know exactly where.

6 Q Was there a separate division of
7 Detrick that handled the insulation business, in-
8 sulation manufacturing business?

9 A Yes.

10 Q And who would have -- what would the
11 title have been of the person who was in charge
12 of the insulation division then? What would that
13 title be called?

14 A I suppose Division Manager.

15 Q OK. When you came back to the Chicago
16 area in -- what was it -- 1958? '59?

17 A (Nodding head.)

18 Q Who was the Division Manager for insu-
19 lation?

20 A I think then it was Mr. Harry Louis.

21 Q OK. Is he still alive?

22 A No.

23 Q And how long did he remain Division
24 Manager that you recall?

1 A Until he died in 1959.

2 Q Who replaced him?

3 A I think Mr. Ted Clousing.

4 Q Will you spell that last name for us,
5 please?

6 A C-l-o-u-s-i-n-g.

7 Q And where is Mr. Clousing?

8 A I don't know.

9 Q Have you had any contact with him in
10 the last several years?

11 A Yes.

12 Q And where was he a few years ago?

13 A In Florida.

14 Q Do you recall what city?

15 A No.

16 Q Is he receiving pension benefits from
17 the company now?

18 A No.

19 Q How long did he remain with the company?

20 A The division was -- the assets of the
21 division were sold in 1964. I believe that would
22 have been the end of Mr. Clousing's employment.

23 Q Did he go to work for Combustion
24 Engineering, or whoever their subsidiary was? I

1 think it was Refractories and Insulation.

2 A I can't remember what he did.

3 Q Did he report to somebody in the home
4 office?

5 A Yes.

6 Q To whom did he report?

7 A The president of the Company.

8 Q OK. Mr. Pollen?

9 A Or his successor, yes.

10 Q Who is Mr. Pollen's successor?

11 A Mr. Clem Edgar.

12 Q And where is he now?

13 A He is retired, living in upstate New
14 York.

15 Q Do you know what city?

16 A Chautauqua.

17 Q Is he presently receiving pension
18 benefits from the company?

19 A No.

20 Q How long did he stay with the company?
21 What year did he retire, if you recall, or leave
22 the company?

23 A I don't recall. I could check back.

24 I think Clem has been retired for at least ten

1 years.

2 Q All right. When I ask you if he was
3 receiving pension benefits from the company, did
4 the company have a pension plan?

5 A It no longer has a pension plan.

6 I would like to qualify the answer
7 to the question about the pension benefits. We
8 have a frozen plan, that Clem may still be having
9 a benefit from.

10 Q But the plan would know how to locate
11 him, would they not?

12 A Yes.

13 Q Whoever is administering the plan.

14 All right. And I take it the plan
15 would be able to locate Mr. Pollen as well if
16 they wanted to find him?

17 A Yes.

18 Q When did you become President of the
19 company?

20 A About two years ago.

21 Q OK. And who did you succeed?

22 A Mr. Ted Keener.

23 Q And where is he now?

24 A He is living in Eastern Pennsylvania,

1 near Philadelphia.

2 Q Is he retired now?

3 A Yes .

4 Q And I take it he would also be somebody
5 that the plan could contact if we needed to find
6 his address, is that right?

7 A Yes.

8 Q Now, was Mr . Keener a long time employee
9 of the company?

10 A Yes.

11 Q And what division did he start with, or
12 what division was his primary area before he
13 became President?

14 A Ted was in sales. He was in the East,
15 in the Philadelphia area, and when he was Presi-
16 dent he stayed there. He didn't come to
17 Chicago to be President.

18 Q I see. If we wanted to know the name
19 of the person who was most knowledgeable about the
20 Insulation Division as it operated prior to the
21 Combustion Engineering Subsidiary, who would we
22 contact?

23 A Other than myself, I couldn't tell you.

24 Q Well, do you consider yourself to

1 be knowledgeable about the Insulation Manufactur-
2 ing Division?

3 A Not as completely as the people doing
4 the work; but I am the only available present
5 person.

6 Q All right. Did the Insulation Division
7 have its own sales force, or did they utilize
8 the company's general sales force?

9 A I hesitate because the answer is to two
10 questions.

11 Q All right.

12 A You asked two questions.

13 Q OK.

14 A My recollection is that originally the
15 sale of the products were by the company gener-
16 ally, with some local effort in the Chicago area,
17 because the plant was there. But ultimately a
18 separate sales force was established under Harry
19 Louis.

20 Q OK. Now, you said originally the sale
21 of the products was by the company generally,
22 but there were some local efforts in Chicago.
23 Does that mean that you had individuals or other
24 companies selling your products for you in

1 the Chicago area?

2 Or perhaps I should just ask you to
3 explain the answer a little better. What did you
4 mean when you said that the sale of the products
5 was done by the company generally first, with a
6 local effort at Chicago? What do you mean by that?

7 A My recollection is that because of its
8 location certain customers were close and a low
9 freight rate would have made a sale easier than
10 someone distant.

11 Those kinds of customers might have
12 been approached by people right at the plant.
13 That's what I meant by a local area effort.

14 Q I see. OK. Did you use franchised
15 dealers of Detrick products, insulation products,
16 to help sell the products?

17 A When?

18 Q At any time prior to 1964.

19 A I think Mr. Louis probably set up
20 arrangements like that.

21 Q All right. And would those have been with
22 insulating contracting companies primarily?

23 A They could have been. I don't know
24 primarily or not.

1 Q Do you know the names of some of the
2 insulation contract companies that became
3 dealers for Detrick prior to 1964?

4 A No, I don't.

5 Q Are you generally familiar with insula-
6 tion contracting companies?

7 A No.

8 Q Do you know the Philip Carey Company
9 that used to be in existence back then, that
10 would contract insulation work? Were you
11 familiar with them?

12 A I am familiar with Philip Carey as a
13 manufacturer, but not as a contractor.

14 Q OK. Many of the companies that were
15 manufacturers also had contract units where they
16 would go out and not only install product and
17 sell it, but sell it to other insulation con-
18 tractors, installers.

19 A Yes.

20 Q Do you know whether your company had
21 arrangements such as that?

22 A Any arrangements of that sort would
23 have been mostly a warehousing operation, not
24 an installing operation.

1 Q Do you know the names of some of the
2 companies in Illinois that you had those types of
3 warehousing arrangements with?

4 A No, I don't.

5 Q Who would know the answer to that?

6 A I don't know.

7 Q Who would have been in charge of sales
8 of insulation products prior to 1964?

9 A Harry Louis or his successors.

10 Q How long was Harry Louis in office?

11 A Three or four years.

12 Q Who was his predecessor?

13 A I don't know.

14 Q And Ted Clousing was his successor?

15 A Yes.

16 Q So Mr. Clousing might know the answer to
17 that?

18 A He might.

19 Q Do you recall the volume of sales of
20 insulation products per year prior to '64, ap-
21 proximately?

22 A Yes.

23 Q What was it?

24 A In any one year, it had a range of some

1 several hundred thousand dollars to, I think,
2 a peak of eight hundred thousand dollars a year.

3 Q So at its peak time the sale of insula-
4 tion products by Detrick would be about eight
5 hundred thousand a year?

6 A Yes.

7 Q Did that remain fairly consistent be-
8 tween '47 and '74, when the division was sold?

9 A No, by no means. It was very low in
10 those early years, and it peaked under Harry
11 Louis's control or direction.

12 Q What year would that have been, approx-
13 imately? Mid-fifties?

14 A No, later fifties.

15 Q How many people were employed at the
16 Aurora facility, approximately?

17 A Thirty.

18 Q And was it one building or were there
19 several buildings out there?

20 A One principal building.

21 Q Where was it located in Aurora?

22 A 625 Illinois Avenue.

23 Q And was that its location from '47 until
24 it was sold in '64?

1 A Yes.

2 Q Now, when it was sold, was the building
3 sold as well as the operation?

4 A Umh!hm.

5 Q That's a yes?

6 A Yes.

7 Q OK. Who was the supplier of raw asbestos
8 to that facility?

9 A There were several that I have learned
10 about since this problem came up for us. One
11 was Philip Carey.

12 Q OK. Would that have been Carey Canada,
13 you think, or was it Philip Carey itself?

14 A I'm not sure. I think Carey Canada,
15 though.

16 Q All right.

17 A And I'm not sure of any other, but I
18 am sure there were more than just one supplier.

19 Q How were you able to find out that
20 Carey Canada was a supplier?

21 A By talking about the plant operation
22 with other former Detrick employees.

23 Q OK. Could you give me the names of
24 those Detrick employees that you talked to?

1 A Mr. Bruce Abell.

2 Q I noticed his name in the interrogatory
3 answers. That's R. Bruce Abell?

4 A Yes.

5 Q And where does he reside?

6 A I believe in Carpentersville, Illinois.

7 Q Is he still employed by the company?

8 A No.

9 Q Do you know, is he retired?

10 A I believe so.

11 Q Who else did you talk to?

12 A Howard Spielman.

13 Q OK. And where is Mr. Spielman now?

14 A He's retired, and I believe he's in
15 Florida in the winter and Wisconsin in the
16 summer.

17 Q Do you know where in Wisconsin or
18 Florida?

19 A No.

20 Q Is he receiving pension benefits from
21 the pension plan?

22 A I don't know.

23 Q How recently did he retire?

24 A He continued to work at the plant under

1 the new owner.

2 Q Who else did you talk to?

3 A Those are the only people.

4 Q When did you talk to them? Has it
5 been within the last few years?

6 A Yes.

7 Q Within the last few months?

8 A No.

9 Q Do you know how the asbestos was
10 delivered to the facility?

11 A I believe it came in bags, paper bags.

12 Q And was it trucked in, or was it on a
13 track line?

14 A There were rail facilities at the
15 plant. I forget how they came, by truck or by
16 car, rail car.

17 Q Are there any records concerning the
18 purchase of raw asbestos that still exist?

19 A What kind of records?

20 Q Invoices. Sales records of any type.
21 Any memoranda, documents, concerning the purchase
22 of raw asbestos by Detrick from Carey Canada, or
23 anyone else?

24 A No.

1 Q Did those records get transferred to
2 Combustion Engineering when the sale occurred?

3 A I believe so.

4 Q What is the records destruction policy
5 of M. H. Detrick? Or is there one?

6 A There is none.

7 Q Would it be fair to say that you have
8 some records that are very old and some records
9 you can't find?

10 A Yes.

11 Q Have you used a central warehouse or
12 storage area to keep your records?

13 A No.

14 Q What do you do with your records that
15 are twenty or thirty years old?

16 When I say you, I mean Detrick.

17 A I suppose if they get in the way, we
18 finally throw them out.

19 Q Who makes that decision?

20 A Department heads who manage the records.

21 Q How many people work for Detrick right
22 now?

23 A Thirty-nine.

24 Q And how many facilities are there?

1 A Detrick presently has sales offices in
2 Chicago area at Mokena, and two in the East, and
3 Houston, Texas.

4 Q OK. And is Detrick still engaged in
5 the furnace business?

6 A Yes.

7 Q What about the insulation business?

8 A Well, we sold the insulation property
9 in '64 and have not had much to do with it since
10 then.

11 Q Well, you must have something to do
12 with it, because the furnaces have to be sold,
13 so that they can take insulation with them some-
14 times, are they not?

15 In other words, when you sell fur-
16 naces, sometimes you sell them already insulated,
17 correct?

18 A These furnaces are very large furnaces,
19 and they are not created one place and moved.

20 Q I understand.

21 A They are built on site.

22 Q And when they are built on site they
23 are insulated on site, are they not?

24 A Yes, some of them.

1 Q When you sell the service to the
2 customer, the service is to deliver them a turnkey
3 furnace?

4 A No.

5 Q No, you just sell the parts?

6 A That's right.

7 Q Do you sell insulation along with the
8 parts?

9 A Sometimes.

10 Q When you sell insulation products, how
11 do you obtain them?

12 A We purchase them in the open market.

13 Q From whom?

14 A Whoever is presently supplying the kinds
15 of products we need.

16 Q And has that been true ever since 1964
17 when you sold your own division?

18 A Substantially.

19 Q OK. Did you enter into any kind of an
20 agreement with R and I or Combustion Engineering
21 to utilize those types of insulation products on
22 your furnaces?

23 A Yes.

24 Q OK. And can you describe the agreement

1 for me?

2 A It was a materials purchase agreement,
3 so that Detrick would still have access to the
4 Aurora plant products.

5 Q OK. Is the Aurora plant still in
6 operation?

7 A I don't know.

8 Q When did that contract expire? Or has
9 it expired?

10 A I think it's fallen into disuse many
11 years ago.

12 Q OK. Approximately how long ago did it
13 fall into disuse?

14 A Probably fifteen or twenty years ago.

15 Q Why?

16 A I couldn't say why.

17 Q Did you find a source of material that
18 was cheaper and better? Or was this a falling
19 out between your company and R and I or CE?

20 A I don't think there was any falling
21 out. But I really don't know why the purchase
22 agreement sort of tapered off, but it did.

23 Q Who would have been the person most
24 knowledgeable about that agreement?

1 MR. DAVIDSON: Excuse me. Do you mean
2 the agreement or what happened afterwards,
3 as far as the purchase?

4 MR. BARON: No, the agreement to contin-
5 ue to purchase insulation from the former
6 Detrick facility in Aurora.

7 BY THE WITNESS:

8 A I don't know.

9 BY MR. BARON:

10 Q What category of person, what department
11 would that have fallen into?

12 A Oh, it would be the Purchasing Department.

13 Q Who was head of the Purchasing Department,
14 say in 1964?

15 A I can't remember.

16 Q What about '63?

17 A I can't remember.

18 Q Any time in the sixties that you can
19 recall?

20 A I think a fellow named Bill Ourada,
21 O-u-r-a-d-a. He was Purchasing Manager at that
22 time.

23 Q Where is he now?

24 A He's deceased.

1 Q Who took his place?

2 A I can't remember.

3 Q Who is presently head of purchasing for
4 Detrick?

5 A Tammy Mazur.

6 Q And how long has she been there?

7 A Oh, twelve months.

8 Q Is that her length of time with the
9 company, or has she held other positions?

10 A That's about her length of time with
11 the company.

12 Q Now, I would like to go back to 1947
13 again, when you started with the company. I
14 take it you were aware from the day you began
15 that the Detrick Company used asbestos as a raw
16 material in one of their products, were you not?

17 A No, I don't think so.

18 Q When did you first become aware of it?

19 A When I spent some time at the plant
20 under Mr. Raymond.

21 Q Would that have been the time that you
22 were designing this machine that you built, that
23 was subsequently built?

24 A During the time I was helping Mr.

1 Raymond with it, yes.

2 Q That would have been during the late
3 fifties, early fifties?

4 A Yes.

5 Q OK. From that time --

6 Well, let me strike the question.

7 Were you aware of what asbestos was
8 being used for at that facility at that time?

9 A I don't understand the question.

10 Q OK. Did you understand why asbestos
11 was a component of your mineral wool product?

12 A No.

13 Q When you designed the machine, the form-
14 ing machine, were you aware that the material that
15 you were forming contained asbestos?

16 A Yes.

17 Q Were you aware why the material con-
18 tained asbestos?

19 MR. DAVIDSON: At that time, Mr. Baron?

20 MR. BARON: At that time.

21 BY THE WITNESS:

22 A Only because it was part of the recipe
23 for it.

24

1 BY MR. BARON:

2 Q Did you understand for what reason
3 asbestos was part of the recipe?

4 A No.

5 Q Did you ever learn why asbestos was
6 part of the recipe?

7 A Yes .

8 Q When did you learn that?

9 A Within the past few years.

10 Q You never bothered to inquire before
11 then?

12 A No.

13 Q What do you understand was the reason
14 that asbestos was part of the recipe?

15 A It was believed to impart some additional
16 desirable thermal qualities to the products.

17 Q You were not told that it was used for
18 tensile strength only?

19 A No.

20 Q Who would have been the person most
21 knowledgeable about the process in that plant,
22 i.e., the design of the insulation?

23 A I don't know.

24 Q If we wanted to find out --

1 Well, how did you find out what
2 asbestos was used for in the recipe? From whom
3 did you find out that information?

4 A Talking with Bruce Abell.

5 Q What was his job back then, do you
6 recall?

7 A He was around the plant in a technical
8 capacity of some sort. I am not clear what that
9 included, exactly.

10 Q All right. And was he a long time employee
11 of Detrick?

12 A No.

13 Q When did he start working with Detrick?

14 A I don't know.

15 Q Would he have been working for them in
16 the forties?

17 A No.

18 Q Fifties?

19 A Yes.

20 Q And when he was working for them in the
21 fifties, was he assigned to the Aurora plant?

22 A I'm not sure.

23 Q What capacity did he have with the
24 company in the fifties, do you recall?

1 A No.

2 Q Any of his capacities?

3 A No.

4 Q When did you first meet Mr. Abell?

5 A Well, when we were both at Aurora, I
6 don't know what year. That's where I met him.

7 Q Well, you left Aurora in 1954.

8 A Well, I left the project with Mr.
9 Raymond when I was recalled in the Navy in '52.

10 Q '52. Excuse me. And did you return to
11 Aurora?

12 A From time to time after I came back to
13 Chicago in 1958 -- I'm sorry, in -- yes, it was
14 '58, or so, from then until -- well, I don't
15 know when, but since Aurora was -- well, from
16 then until we sold the plant, I had made occa-
17 sional visits there.

18 Q For what purpose?

19 A That's a long time ago. The time before
20 and after, I was there either side of my Navy
21 service, and subsequent to -- and coming back to
22 Chicago, I was in the Navy, and I was in Pitts-
23 burgh before.

24 Q Right. Yes. You left the --

1 A So it's -- I can't make a good distinc-
2 tion between the period before and the period
3 after.

4 Q So you can't tell us whether he was
5 there during the first period or whether you
6 met him only during the second period?

7 A I think it was during the second period.

8 Q All right. And the second period would
9 be after you returned from the Navy and from
10 Pittsburgh?

11 A Yes .

12 Q And that would have been approximately
13 what year?

14 A '58.

15 Q '58. In 1958 you became the company
16 Treasurer?

17 A No, not right away.

18 Q What was your job title in '58 when you
19 came back to Chicago?

20 A I forget.

21 Q What area were you working in?

22 A In '58 I came back and I was in the
23 Engineering Group and in the design of furnace
24 lining structures.

1 Q What is a furnace lining structure?

2 A The fire brick and castings and other
3 materials that create a furnace enclosure.

4 Q OK. Did Detrick manufacture fire
5 bricks?

6 A No.

7 Q What was the source of fire bricks that
8 Detrick would employ?

9 A The available manufacturers of fire brick.

10 Q A. P. Green?

11 A That's one of them.

12 Q Harvest and Walker?

13 A That's another one.

14 Q And did Detrick purchase those materials
15 to place into the furnaces as the product was being
16 put together for sale, or were those things that
17 were subsequently purchased by the user?

18 A I don't understand the question.

19 Q OK. It's probably not very clear.

20 When Detrick would deliver the final product to
21 the customer, did the final product already have
22 the fire brick installed? In other words, it
23 became part of the Detrick product?

24 A Well, the Detrick product was a specially

1 designed Detrick tile, and the castings that
2 engaged with the tile.

3 Q OK. What use then would the fire brick
4 have been?

5 A The working lining of the furnace.

6 Q When Detrick would supply the furnace
7 to the customer, did it have fire brick --

8 MR. DAVIDSON: They didn't --

9 Go ahead. Finish.

10 BY MR. BARON:

11 Q (Continuing) Did it have fire brick
12 installed already?

13 MR. DAVIDSON: Let me object. I think
14 there is an assumption here. You are saying
15 supplied the furnace. I think that may be
16 where you are getting into the problem.

17 MR. BARON: Supplied the -- what's the
18 right word?

19 MR. DAVIDSON: They didn't supply the
20 furnace. They supplied some component
21 parts.

22 BY MR. BARON:

23 Q OK. The component parts of the furnace
24 were A. P. Green and Harvest and Walker products,

1 then basically resold to the customer?

2 A Yes.

3 Q Now, when you were designing the furnace
4 lining structure, were you aware that those fire
5 bricks contained asbestos?

6 A Fire bricks don't have any asbestos in
7 them.

8 Q Where did you gain that information from?

9 A That fire bricks don't have asbestos in
10 them?

11 Q Yes.

12 A Well, I thought I knew that the raw
13 materials of fire brick are clay, and I don't
14 know, but I never heard of asbestos being put
15 into fire brick.

16 Q You never have?

17 A No.

18 Q How long have you been familiar with
19 the components of fire brick?

20 A I suppose since soon after I came with
21 the company.

22 Q And again, A. P. Green and others were
23 your suppliers of fire brick?

24 A Yes.

1 Q Did you feel as part of the engineering
2 group that you had to be familiar with each of
3 the components of the furnace, or the furnace
4 lining?

5 A Yes.

6 Q Yes?

7 A Yes.

8 Q Were you generally familiar with the
9 insulation material that was being used on the
10 furnace?

11 A I'd say so, yes.

12 Q And did you have a part in designing
13 the insulation material that was to be used in
14 the furnace?

15 A No.

16 Q Who did?

17 A I don't know. The supplier of the
18 material, I presume.

19 Q Well, when Detrick was supplying it,
20 who at Detrick would design it?

21 A I don't know.

22 Q Was there a specification book that
23 you would use in making the determination of
24 which Detrick insulation you would use in a

1 particular application?

2 A There wasn't a book. There was some
3 previous installations, and company experience
4 about what materials to use.

5 Q OK. Let me review with you for a minute
6 the exhibits that we have been provided, if I can
7 find them here. The brochure.

8 MR. DAVIDSON: The copies of them are
9 all under this, right here.

10 MR. BARON: All right. Let me just look
11 at the original. It may be easier to look at
12 it.

13 MR. DAVIDSON: OK.

14 BY MR. BARON:

15 Q All right, sir. I am going to hand you
16 what I will have the court reporter mark as
17 Plaintiff's Exhibits 1, 2 and 3 to your deposition,
18 which correspond to Exhibits B, C and D to the
19 interrogatory answers.

20 Let me just have her put her mark on
21 here.

22 (Said documents were marked
23 Plaintiff's Deposition Ex-
24 hibits 1, 2 and 3 for iden-
tification.)

1 BY MR. BARON:

2 Q All right. I am going to hand you
3 first what has been marked for identification as
4 Plaintiff's Exhibit Number 1 to your deposition,
5 which is Exhibit B to your interrogatories.

6 Can you identify this for me, please?
7 What is it?

8 A That, it says on the face of it,
9 "Detrick Industrial Insulations."

10 Q And is that a brochure that the Detrick
11 Company, Insulation Division in Aurora, utilized?
12 Does that appear to be a true and correct copy
13 of the brochure from the Detrick Company?

14 A Yes.

15 Q And I take it that brochure would have
16 been published prior to 1964 when the division was
17 sold, correct?

18 A Correct.

19 Q OK. Now I will hand you Plaintiff's
20 Exhibit 2, which is Exhibit C to the interroga-
21 tories, which is another brochure from Detrick
22 concerning industrial insulation.

23 Is that a true and correct copy, the
24 best you can tell?

1 A Yes.

2 Q And again published prior to 1964?

3 A Yes.

4 Q OK. And the same thing with Exhibit
5 Number 3?

6 A Yes.

7 Q OK. Now, were these utilized for the
8 sales personnel of Detrick? Is that why they
9 were published, so that the sales people would have
10 information about selling Detrick high temperature
11 industrial insulation?

12 A I presume so.

13 Q For instance, on Plaintiff's Exhibit
14 Number 3, on the second page here, it shows
15 copyright 1957 by M. H. Detrick.

16 Would that have been approximately
17 the time that this came out, the best you can
18 tell?

19 A Yes.

20 Q There are numerous products for sale
21 in this particular brochure, including asbestos
22 rope.

23 Was asbestos rope manufactured by
24 Detrick?

1 A No.

2 Q Do you know why Detrick sold asbestos
3 rope?

4 A I believe simply to fill out the product
5 line.

6 Q What was the product line then?

7 A The products shown in that brochure.

8 Q And what was the purpose of these pro-
9 ducts? Were they all as to one certain application?
10 I mean were they only used for one purpose?

11 A No, I don't imagine they were.

12 Q They were used for a wide variety of
13 purposes outside the area of furnace utilization,
14 were they not?

15 A That I don't know. I am only familiar
16 with the furnace relation of them.

17 Q OK. For instance, utility finish
18 cement. You are familiar with that product, are
19 you?

20 A No, I am not.

21 Q Who at Detrick would have been familiar
22 with utility finish cement?

23 A I don't know.

24 Q You mean you have been with the

1 company since 1947 and you don't know somebody
2 that you could ask a question about utility finish
3 cement as of today?

4 A Not any more, no.

5 Q Is it because these people are dead,
6 or because you just haven't made the effort to
7 find them?

8 A It's because we don't use the product
9 very much any more. I am not even aware of any
10 present use of it.

11 Q All right. Well, let's go back a differ-
12 ent way. This brochure that was published in
13 1957 shows that M. H. Detrick had sales offices
14 in Boston, Chicago, Cleveland, Detroit, Houston,
15 New York, Philadelphia, Pittsburgh, St. Louis,
16 Montreal and Toronto. Correct?

17 A That's what it says.

18 Q Do you recall that there were sales
19 offices in those cities?

20 A Not personally. That says that they are
21 there.

22 Q Well, you were in the sales office in
23 Pittsburgh, were you not?

24 A Yes.

1 Q And weren't you aware where the other
2 sales offices were for your company?

3 A Sure.

4 Q Well, do you recall each of these office
5 locations?

6 A I never visited them.

7 Q I didn't ask you that. Do you recall
8 that Detrick had offices in these cities?

9 A Yes, that they existed.

10 Q All right. When you were in the sales
11 office in Pittsburgh, who was the head of the
12 sales office?

13 A I think I have answered that question.

14 Q Why don't you just give it to me again.

15 A Clem Edgar.

16 Q All right. Who was head of the Phila-
17 delphia office?

18 A When?

19 Q When you were in the Pittsburgh office?

20 A I think a Mr. J. C. Wilson.

21 Q Where is he now?

22 A I think in Florida.

23 Q Do you know where in Florida?

24 A No.

1 Q Is he receiving benefits or entitled
2 to benefits from the company plan?

3 A Perhaps.

4 Q OK. Who administers the company plan?

5 A The John Hancock Life Insurance Company.

6 Q And who is their representative that
7 you deal with?

8 A I don't deal with them.

9 Q Well, you are President of the company,
10 are you not?

11 A Yes.

12 Q Who deals with them?

13 A As I mentioned, the plan has been
14 frozen, and the relationship exists now between
15 the Hancock and the plan beneficiaries.

16 Q If I wanted to go to Hancock and talk
17 to somebody who could locate these employees,
18 who would I talk to?

19 A I don't know.

20 Q You have no idea?

21 A I could find out for you, perhaps.

22 MR. BARON: OK, counsel, we would
23 ask you to find out that information for
24 us, or else supply us with addresses of

1 some of these people.

2 BY MR. BARON:

3 Q Who was head of the Chicago office
4 during the period of time you were in Pittsburgh?

5 A The Chicago sales office?

6 Q Yes.

7 A I can't remember.

8 Q Who was head of the sales office in
9 Chicago in 1960?

10 A I can't remember exactly.

11 Q Who do you think it was?

12 A It could have been Mr. Joe Roman.

13 Q Where is he now?

14 A He's deceased.

15 Q Do you know whether he had an assistant
16 that worked for him out of that office?

17 A No.

18 Q What about the St. Louis office? Who
19 was head of the St. Louis office while you were in
20 Pittsburgh?

21 A I don't know.

22 Q Who was head of the St. Louis office
23 in 1960?

24 A I don't know.

1 Q In '61?

2 A It was a very small office. I don't
3 know anything about it, except that it's listed
4 there.

5 Q Who was head of sales at Detrick when
6 you came back in '58?

7 A Mr. Frank Pollen.

8 Q Now, I ask in these interrogatories
9 whether Detrick had ever been members of a trade
10 organization or anything of that nature, and the
11 answer here is that to the best of Mr. Hosbein's
12 knowledge and memory, Detrick was a member of the
13 Mineral Wool Institute, and it's unknown whether
14 they were a member of any other group.

15 On the back of this brochure it says
16 you were a member of the Industrial Mineral
17 Insulation Manufacturers Institute and Insulation
18 Distributor Contractors National Organization.

19 Are you familiar with any of those
20 groups?

21 A No.

22 Q Who would have been your representative
23 to those groups at that time?

24 A Well, the managing people in the

1 division.

2 Q Who were the managing people in the
3 division?

4 A Mr. Louis.

5 Q OK. Who else?

6 A Mr. Clousing.

7 Q Who else?

8 A I don't know anybody else.

9 Q Just those two?

10 A To the best of my knowledge.

11 Q OK. Now, on the back of Plaintiff's
12 Deposition Exhibit Number 2, which is Exhibit C,
13 and which is copyrighted 1960 by M. H. Detrick,
14 it says, after it lists the district offices, it
15 says: "Authorized contractors and distributors
16 in principal cities."

17 Now, I asked you before about
18 contractors. Who were the distributors? Do
19 you recall the names of any of the distributors?

20 A No.

21 Q Are there records that would indicate
22 who are the distributors for M. H. Detrick?

23 A There could be such records. I
24 haven't run across them yet.

1 Q Where are your records located?

2 A The available records are at Mokena.

3 Q OK. Are there any other records besides
4 those?

5 A Well, there are records in all of our
6 district offices of some kind or other.

7 Q Are there records in your Chicago dis-
8 trict offices?

9 A Yes.

10 Q Where do you have -- do you have a
11 Chicago district office?

12 A Yes.

13 Q And are there sales records in those
14 offices?

15 A Yes.

16 Q Has anyone made a search of those
17 records to determine where products were sold in
18 Illinois, where insulation products were sold?

19 A Yes.

20 Q OK. Are there records showing insula-
21 tion products being sold in the State of Illinois
22 prior to 1964?

23 A No.

24 Q What about in the St. Louis office?

1 Or is there a St. Louis office?

2 A There is no St. Louis office.

3 Q What about the Houston offices? Has
4 anybody made a search of those offices to see
5 if there are pre-'64 records available?

6 A I can't say.

7 Q Who was the person that designed these
8 brochures, do you know?

9 A No, I don't.

10 Q What division of Detrick would have
11 been in charge of designing these brochures?

12 A At that time the company had a small
13 advertising department of one or two people that
14 worked with artists and printers.

15 Q OK. And who was in charge of that de-
16 partment?

17 A A fellow named Bob Higgins.

18 Q And where is he now?

19 A He's deceased.

20 Q And who was his assistant?

21 A One assistant was Joe Bitkin.

22 Q OK. Where is he located now?

23 A He's deceased.

24 Q Anyone else you can think of?

1 A Mr. Gene Jarecki.

2 Q And where is he now?

3 A He's retired.

4 Q And where does he reside?

5 A I believe in the Chicago area.

6 Q Did he retire from Detrick, or did he
7 go to work with CE?

8 A No. Mr. Jarecki was terminated from
9 Detrick in a reduction in force, because of low
10 business.

11 Q What year would that have been?

12 A That would have been -- well, the past
13 two or three years.

14 Q Can you spell the name?

15 A J-a-r-e-c-k-i.

16 Q Now I would like to go through some of
17 these products listed in the book with you.

18 Were you familiar with a product
19 called Griptex?

20 A Yes.

21 Q What was that product used for?

22 A Insulating furnaces.

23 Q Did it have any other use besides insu-
24 lating furnaces?

1 Q What about Detrock, D-e-t-r-o-c-k,
2 asbestos board. Do you know what that was used
3 for?

4 A No, I don't.

5 Q That wasn't a furnace product, was it?

6 A I don't believe we used it in furnace
7 work.

8 Q Now, this particular product in the
9 catalog says it contains amocite asbestos fibers.
10 Do you know what amocite is?

11 A No.

12 Q Do you know a company called North
13 American Asbestos Corporation?

14 A I may have heard the name, is all.

15 Q Do you know what type of asbestos you
16 purchased from Carey Canada?

17 A I believe it was --

18 Q Chrysotile, was it not?

19 A I believe that was the main type, yes.

20 Q All right, sir. The asbestos that is
21 mined in Canada is chrysotile asbestos. Amocite
22 asbestos is only known in South Africa.

23 Do you know where the supply of
24 South African asbestos came to Detrick from?

1 A No.

2 Q Did Detrick actually manufacture this
3 product, or do you know?

4 A No.

5 Q They did not manufacture it?

6 A No.

7 Q When they didn't manufacture a product but
8 they sold it, how would they obtain it?

9 A They would buy quantities to have on
10 hand in the event a customer needed it to fill
11 out an order, that sort of thing.

12 Q But the primary customers of Detrick
13 were furnace users, were they not?

14 A Yes.

15 Q This is not a furnace product, is it?

16 A No, not to my knowledge.

17 Q Strange, isn't it?

18 MR. DAVIDSON: I don't think he has to
19 answer that.

20 BY MR. BARON:

21 Q All right. Let's talk about Super 711
22 insulating cement. Were you familiar with that
23 product?

24 A Yes.

1 Q What was it used for?

2 A On furnaces.

3 Q And how would it be applied?

4 Well, first of all, what form did it
5 take?

6 A Well, it is shipped dry in a bag, and
7 it is mixed with water and plastered on surfaces
8 of furnaces.

9 Q All right. Now, there is a picture in
10 the catalog of a fellow using a trowel to place
11 it on a furnace, correct?

12 A I don't know if that's a furnace, but
13 he's applying it with a trowel.

14 Q What does it look like? It's a heat
15 vessel of some sort, is it not, heat containing
16 vessel, or can you tell?

17 A I can't tell what it is.

18 Q OK. Would that have been a proper
19 installation of Super 711?

20 A I can only assume so, because of the
21 example shown.

22 Q Have you ever seen anybody apply Super
23 711?

24 A No, I can't remember a particular

1 instance of it.

2 Q What about Pyroscat, P-y-r-o-s-c-a-t?
3 Did you ever see that applied?

4 A No.

5 Q What about Hilite, H-i-l-i-t-e? Did
6 you ever see that applied?

7 A No.

8 Q Did you ever see Detrick asbestos-
9 containing cement applied, any kind?

10 A I really can't say.

11 Q So if I were to ask you whether it was
12 a dusty process, would you be able to tell me one
13 way or the other?

14 A No.

15 Q Now, Detrick had something called the
16 test house at their Aurora facility, did they
17 not?

18 A I never heard that at all.

19 Q Have I got the wrong name here?

20 There was a laboratory, was there not?

21 A Yes.

22 Q And in the contract that was entered
23 into -- let's see if I can find it here --

24 MR. DAVIDSON: The contract between whom?

1 MR. BARON: The contract between R and I
2 and Detrick for the sale of the Aurora
3 facility. Let me see if I can find it.

4 BY MR. BARON:

5 Q I have with me a copy of the agreement
6 dated 25 March, 1964, between M. H. Detrick Com-
7 pany, a Delaware corporation, seller, party of
8 the first part, and Refractory and Insulation Com-
9 pany, a Delaware company, purchaser, party of the
10 second part.

11 You are generally familiar with that
12 contract, are you not, sir?

13 A Yes.

14 Q Now, on page 7 of the contract, Para-
15 graph 8 of the contract itself says:

16 "Seller agrees to deliver to pur-
17 chaser as soon as possible a survey of a
18 licensed surveyor showing the real estate
19 to be purchased together with all improve-
20 ments thereon, which survey shall, with
21 the exception hereafter noted, show no
22 encroachments and that all improvements
23 are located within the property lines and
24 any applicable building lines. Seller

1 "has disclosed to purchaser that the southernly
2 quarter portion of the so-called test house
3 encroaches on Illinois Avenue, and this sale
4 is made subject to said encroachment."

5 Do you know what that refers to?

6 A Let me read that again.

7 Q All right. Go right ahead.

8 A There was a building on the south side of
9 the property, at the west end, that contained the
10 boiler for processed steam, and it also included --
11 what do I want to say -- a locker room for the
12 employees, showers, and some of the laboratory
13 equipment.

14 And that's the building, the so-called
15 test house. That wasn't the generic language about
16 it.

17 Q OK. That's why I was inquiring.

18 A The boiler house was the language we
19 would have used to refer to that.

20 Q All right, sir. Were there any facilities
21 in Aurora to do testing of the asbestos-containing
22 products, that you are aware of?

23 A What kind of testing?

24 Q To determine whether they worked.

1 A I don't think there were those kinds of
2 tests conducted there.

3 Q All right. For instance on Griptex block
4 insulation, it says that the surface temperature
5 is 1900 degrees Fahrenheit.

6 How did Detrick know that the surface
7 temperature was 1900 degrees Fahrenheit?

8 A I don't know.

9 Q Who would have known?

10 A Some of the people at the plant.

11 Q Such as?

12 A I don't know. Perhaps Mr. Abell.

13 Q OK. Was there a production manager at
14 that facility in 1963-64, about the time it was
15 sold?

16 A Yes.

17 Q Who was he?

18 A Howard Spielman.

19 Q What about before him? Do you know whose
20 place he took?

21 A No, I don't.

22 Q How often did you go to Aurora, or into
23 that facility, prior to the time it was sold? How
24 many times a year would you enter the plant?

1 A Oh, four or six, half a dozen, something
2 like that.

3 Q During any of your visits did you ever
4 see employees wearing respirators?

5 A Probably.

6 Q What area of the facility did they wear
7 the respirators in?

8 A In a room where the block was sawed to
9 size and packaged.

10 Q And do you know why they were wearing
11 respirators?

12 A Because it was a dusty place.

13 Q And when you say where the block was being
14 sawed, can you describe that for me a little better?
15 You are talking about the asbestos block product?

16 A I am talking about the mineral wool block
17 product.

18 Q The mineral wool block product contained
19 asbestos, did it not?

20 A A minor percentage.

21 Q OK. But did the workers wear respirators?
22 Did they all wear respirators in that area?

23 A Not all of them.

24 Q Was there a company rule requiring them

1 to wear respirators?

2 A No.

3 Q To your knowledge, has there ever been
4 a company rule at Detrick requiring employees who
5 worked with asbestos to wear respirators?

6 A No.

7 Q Did you ever enter the area where the
8 employees were opening the sacks of raw asbestos?

9 A Yes.

10 Q How did they open the sacks?

11 A It would depend on the kind of sack. A
12 paper bag, they would probably cut it with a knife.

13 Q OK. Some of it came in burlap bags, did
14 it not?

15 A I don't remember that.

16 Q What other type of packaging besides the
17 paper bags?

18 A None that I can recall.

19 Q So they would take these paper sacks of
20 asbestos and cut it open with a knife?

21 A (Nodding head.)

22 Q Like a carpet knife of some sort?

23 A Yes.

24 Q Was that a dusty process?

1 A Not especially.

2 Q Did they wear respirators when they did
3 that?

4 A No. No.

5 Q The company never required them to?

6 A No.

7 Q After the plant was sold to R and I did you
8 ever visit the plant again?

9 A I think once.

10 Q What was that occasion?

11 A That was in connection with asbestos
12 litigation, to see what records were still there.

13 Q Who did you go with?

14 A I went by myself.

15 Q And who did you visit with when you got
16 there?

17 A I visited with the Combustion employee
18 who was in charge of the place. I forget his name.

19 Q Was it an insurance individual, or was it
20 a Combustion employee that you were with? Was it
21 somebody from the litigation division?

22 A I went by myself.

23 Q No, but I mean that you visited with
24 when you got there.

1 A It was a Combustion employee.

2 Q You don't have any recollection of his
3 name?

4 A No. I don't know his name offhand. I
5 could probably find out who it probably was.

6 Q OK. When you were in sales office in
7 Pittsburgh, did you have as part of your duties
8 the obligation to sell utility finish thermal
9 cement?

10 A No.

11 Q Why not?

12 A Because I was selling arch and wall
13 products, furnace products, refractory products.

14 Q Who in that office would have been in
15 charge of selling the utility thermal finish
16 cement?

17 A I don't know.

18 Q When you became Treasurer did you get
19 statistics or information concerning the sales of
20 utilify finishing cement?

21 A No.

22 Q You mean the company didn't break it
23 down by product?

24 A Not to my knowledge. They obviously --

1 somebody cared about that, but it never came to my
2 attention.

3 Q Who would it have been that cared about
4 it?

5 A The division managers of the Insulation
6 Division.

7 Q And that would have been Mr. Louis?

8 A Yes.

9 Q Or his successors and predecessors.

10 A Yes.

11 Q When was the first time that you yourself
12 ever gained any information of any kind or character
13 that asbestos might be hazardous to human beings?

14 A My best guess would be sometime in the
15 late seventies.

16 Q OK. To your knowledge, did anyone at
17 Detrick know that asbestos could be hazardous to
18 human health prior to 1964?

19 A No.

20 Q Did Detrick have anyone doing research
21 for them?

22 A On what subject?

23 Q On new products.

24 A No single individual.

1 Q OK. Was there a group?

2 A What kind of products are you talking
3 about?

4 Q High temperature industrial insulation
5 products.

6 A It would have been in the Insulation
7 Division. I don't know how it was done, or who
8 did it.

9 Q Did they have access to a library con-
10 cerning the materials they were using?

11 A I don't know.

12 Q Who would know?

13 A I don't know.

14 Q Sir, I have got a copy of this brochure
15 that is dated 1957, which is Plaintiff's Exhibit
16 Number 3, and at the top here it says High Tempera-
17 ture Industrial Insulations, and it says:

18 "For more than 45 years M. H.
19 Detrick has been directly engaged in the
20 design of methods and materials for the
21 efficient control of heat in industrial
22 processes. This vast experience, with all
23 its accumulated knowledge and skills, has
24 gone hand in hand with constant research

1 and laboratory investigation."

2 Do you know what that means?

3 A It sounds pretty impressive, doesn't it?

4 Q It does indeed.

5 Was it true?

6 A I can't say.

7 Q You don't know, do you? You never saw
8 any of that, did you?

9 A What do you want me to say?

10 Q I want you to say the truth.

11 A That's in the back of an advertising
12 brochure.

13 Q Well, it says that M. H. Detrick has had
14 constant research and laboratory investigation into
15 their high temperature industrial insulations.

16 And you were -- you are now the
17 President of the company. You were a high official
18 in the company when this brochure was published.
19 And I would like you to tell me what that meant.

20 A It's advertising hyperbole.

21 Q So they are just going out touting the
22 company, and it really and truly, there wasn't
23 anybody that was doing any research in this area;
24 would that be a fair statement?

1 A No, that wouldn't be a fair statement.

2 Q All right. What would be a fair statement?

3 A I can't say what would be a fair state-
4 ment.

5 That overstates the matter substan-
6 tially, though.

7 Q OK. So this advertising truly overstates
8 the expertise of Detrick, does it not?

9 A As regards what?

10 Q As regards high temperature industrial
11 insulation products.

12 A Yes.

13 Q Now, this booklet, by the way, which is
14 Plaintiff's Deposition Exhibit Number 3 and Exhibit
15 D to your deposition further goes on to describe
16 all of the asbestos-containing industrial insula-
17 tion products that were manufactured by Detrick, and
18 then says:

19 "Detrick's unique combination of
20 technical knowledge, broad experience,
21 highly developed design skills, unexcelled
22 laboratory facilities and modern manufactur-
23 ing techniques is at your service when you
24 specify Detrick industrial insulations.

1 "The Detrick name is your assurance of unfail-
2 ing quality."

3 I would like to ask you about their
4 unexcelled laboratory facilities. Where are they
5 located?

6 A You would have to ask whoever wrote that.

7 Q OK. The fact is that they didn't have
8 any laboratory facilities for testing industrial
9 high temperature asbestos products, did they?

10 A No, that's not the fact.

11 Q What's the fact, sir?

12 A I don't know what the facts are. This
13 is over thirty years ago. My contact with that
14 facility was very limited.

15 Q And you were a senior executive in the
16 company.

17 MR. DAVIDSON: Thirty years ago.

18 MR. BARON: Yes.

19 BY THE WITNESS:

20 A But not concerned directly with insula-
21 tion materials.

22 BY MR. BARON:

23 Q So you yourself as a senior executive
24 of that company in 1958-59 didn't know what that

1 would have meant, right? Is that right?

2 A In the context it's written, I would have
3 understood it.

4 Q What would you have understood it to
5 mean?

6 A As sales appeal.

7 Q OK. So what you were trying to do is sell
8 the products, and when they say that Detrick had
9 an unexcelled laboratory facility for their indus-
10 trial high temperature insulations, you today
11 can't tell us what that means?

12 A That's right.

13 Q Now, it says also that Detrick had a
14 unique combination of technical knowledge and
15 experience.

16 Let's talk about the technical knowl-
17 edge. Was there anyone at Detrick that did tests
18 on any of these asbestos products to determine
19 whether they were safe for human use?

20 A No.

21 Q Was there anyone at Detrick that did
22 tests to determine what dust concentrations would
23 have ended up in the air when people were using
24 these products, dust concentrations of asbestos?

1 A No.

2 Q Was there anyone at Detrick that did
3 tests to determine how human beings could protect
4 themselves from dust exposure from these industrial
5 products, asbestos products?

6 THE WITNESS: What? Repeat the question.

7 (Record read by the reporter.)

8 BY THE WITNESS:

9 A There was nobody at Detrick doing testing
10 of that sort.

11 BY MR. BARON:

12 Q Now, Detrick was a member, or so states
13 the periodical, of -- which group was it -- the
14 National Insulation Manufacturers Association.

15 Do you know that as a fact?

16 A I only know it because I read it there.

17 Q All right. This brochure which I have,
18 Plaintiff's Exhibit Number 2 for identification,
19 which is Exhibit C to the interrogatories, on the
20 very last page has the trademark "Detrick Indus-
21 trial Insulations" and then it says: "Member
22 National Insulation Manufacturers Association."

23 Do you know what that was, or is?

24 A No.

1 Q You still don't today?

2 A (Shaking head.)

3 Q You are shaking your head no?

4 A I am shaking my head no.

5 Q All right. Now, in the interrogatory
6 answers that were given to me, the only information
7 about institutes or trade organizations was the
8 Mineral Wool Institute. That was what was supplied.
9 Did you supply that answer?

10 A Yes.

11 Q So the answer is wrong; they must have
12 belonged to others, or else all of their advertis-
13 ing is inaccurate; correct?

14 A My answer there was not as inclusive as
15 the advertising reveals.

16 Q Which means in layman's terms it was
17 wrong?

18 A My answer?

19 Q Yes.

20 A It was incomplete.

21 Q OK. It was incomplete. Are there other
22 answers in here that are incomplete, sir?

23 A There may be.

24 Q Did you make any investigation at all

1 before you answered these interrogatories?

2 A Certainly.

3 Q Did you look at the product brochures?

4 A Yes.

5 Q And did you see the Detrick Industrial
6 Insulations, Member National Insulation Manufac-
7 turers Association; Member Industrial Mineral
8 Insulation Manufacturers Institute and Insulation
9 Distributor Contractors National Association?

10 A No, I didn't see those.

11 Q You didn't see those. What type of
12 inquiry did you make before you answered these
13 interrogatories? Did you talk to anyone?

14 A No.

15 Q OK. Who was the Detrick representative to
16 the National Insulation Manufacturers Association?

17 A I don't know.

18 Q Who would know, if you wanted to find
19 that out? Mr. Abell?

20 A Perhaps.

21 Q Now, on the front of this brochure it
22 does say "Member of Industrial Mineral Wool
23 Institute," does it not?

24 A Does it say that?

1 Q Yes, it does.

2 A Well, then it says it.

3 Q OK. Now, you were for a while Treasurer
4 of Detrick, were you not?

5 A Yes.

6 Q What year did you become Treasurer?

7 A I forget.

8 Q I think you testified it was either the
9 late fifties or early sixties. Does that sound
10 right?

11 A It could be.

12 Q As Treasurer, you had to pay the bills,
13 didn't you?

14 A No.

15 Q Who did?

16 A Someone in the Accounting Department.

17 Q Who was the someone?

18 A I can't remember.

19 Q So you were the boss, but you don't
20 remember who worked for you, is that right?

21 MR. DAVIDSON: Thirty years ago?

22 MR. BARON: That's right. 1962. That
23 wasn't quite, but it's twenty-five years ago.

24

1 BY THE WITNESS:

2 A I can remember some names, but I can't
3 remember what everyone did.

4 Q Did Detrick permit itself to become
5 members of various trade groups? Was that part
6 of the Detrick policy, to go out and become members
7 of trade groups for the industry?

8 A No.

9 Q Was it?

10 A Not of Detrick Company, no.

11 Q Well, how was it that we are being told
12 in these brochures that you were members of several
13 such groups?

14 A These brochures were prepared for the use
15 of the insulation sales people, --

16 Q Right.

17 A -- which was a separate division of
18 Detrick company at that time.

19 Q OK. Didn't the accounting records of
20 the Insulation Division go to the head offices,
21 and you were directly responsible for that?

22 A I did not concern myself with disburse-
23 ments and payments of those kinds of items.

24 Q All right, sir. I have copies of the

1 minutes of the National Insulation Manufacturers
2 Association showing that there were representatives
3 from M. H. Detrick attending at those meetings.

4 Do you have any knowledge whatsoever
5 about that?

6 A No.

7 Q OK. And you have not seen any documents
8 that show that M. H. Detrick participated on the
9 Safety Committee of the National Insulation Manu-
10 facturers Association, I take it?

11 A No, I haven't.

12 Q And you are not aware that they particip-
13 ated in discussions of the hazards of asbestos
14 back in the mid-fifties, are you, sir?

15 A No.

16 Q Have you made any inquiry to find that
17 out?

18 A No.

19 Q Have you made any inquiry at all to find
20 out whether Detrick was aware of the hazards of
21 asbestos back in the fifties?

22 A No.

23 Q OK. Now, have you directed anyone to
24 make such inquiry?

1 A No.

2 Q Now, in this, in these answers to inter-
3 rogatories, there is a list of insurance companies.
4 I would like to go over that with you for a moment.

5 Question Number 90 in the interroga-
6 tories, or Question 89, says:

7 "Does defendant have policies of
8 insurance that might cover the claims that
9 have been made by plaintiff herein?"

10 And the answer is:

11 "Yes."

12 And then Number 90 says:

13 "If so, please list the name of each
14 insurance carrier who may have coverage, the
15 amount of such coverage, and the dates of each
16 such policy."

17 Now, we have been given the names of
18 four insurance companies, but we have not been
19 given the amount of such coverage and the dates of
20 each such policy. Do you know that information?

21 A I can probably develop it.

22 Q Who is the primary carrier that is
23 defending this case?

24 A I don't know.

1 Q Have you had no contact whatsoever with
2 the insurance people on these cases?

3 A I have.

4 Q OK. And who have you had contact with?

5 A With people at CIGNA.

6 Q And who at CIGNA have you had contact
7 with?

8 A Mr. Richard Bannister.

9 Q Is he from the Chicago office?

10 A No.

11 Q He's from the Philadelphia office then,
12 is he not?

13 A Yes.

14 Q And when did you first have a contact
15 with him?

16 MR. DAVIDSON: Wait a minute before you
17 answer that.

18 I have no objection. Go ahead.

19 MR. BARON: OK.

20 THE WITNESS: The question was?

21 BY MR. BARON:

22 Q When did you first start having contact
23 with someone from CIGNA?

24 A When we started to get sued.

1 Q When did you start to get sued?

2 A In 1982.

3 Q And from 1982 until today about how many
4 lawsuits are you involved in for asbestos related
5 problems, approximately?

6 A About 1600.

7 Q About 1600. And when your firm gets
8 served with complaints, do you turn them over to
9 your insurance carrier?

10 A Yes.

11 Q And is that CIGNA?

12 A Yes.

13 Q You have listed Aetna, Continental and
14 Transamerica. Are they excess carriers or umbrella
15 carriers, or do you know?

16 A They are neither.

17 Q OK. What are they?

18 A They were carriers we bought insurance
19 from at other periods than we bought it from CIGNA.

20 Q Has there been any litigation between
21 Detrick and any of their insurance companies?

22 A No.

23 Q Has there been an agreement reached
24 between Detrick and their insurance companies

1 concerning the defense of asbestos claims?

2 MR. DAVIDSON: Object to that. You don't
3 have to answer it.

4 MR. BARON: Why?

5 MR. DAVISON: It's not relevant to the
6 lawsuit.

7 MR. BARON: I am entitled to discover
8 insurance.

9 MR. DAVIDSON: That's true.

10 MR. BARON: That's true. And I am just
11 trying to find out who the carrier is that is
12 defending these defendants' cases.

13 MR. DAVIDSON: I have no objection to
14 that, but you are asking about agreements.
15 And this interrogatory, it is incomplete on
16 that point. As you well know, the question
17 that you didn't have this answer came to my
18 attention yesterday, and in an effort to
19 get this thing going we went ahead and sent
20 you the copy, and it is not complete on that
21 point, I realize that, and we are trying to
22 find it out.

23 MR. BARON: Well, so are we. I don't
24 care what machinations have led to the devel-

1 opment of coverage. I need to know with whom
2 the coverage exists and how much coverage is
3 available for what period of time.

4 MR. DAVIDSON: Right. I have no problem
5 with that. What we sent to you was really a
6 working draft that we had, and we sent it out by
7 Rapid Car. We sent it to you yesterday.

8 MR. BARON: The problem that we have is
9 that we are set for trial in a couple of weeks.

10 MR. DAVIDSON: I know that.

11 I mean if it had been brought
12 to my attention that we hadn't answered -- I
13 didn't know it any more than apparently you
14 did when Lisa called me. Lisa said, "We don't
15 have your answers." I said if you had known
16 it a month ago you'd have told me about it.

17 MS. BLUE: Oh, I told you several weeks
18 ago.

19 MR. DAVIDSON: No, you didn't.

20 MS. BLUE: I talked to --

21 MR. DAVIDSON: You didn't tell it to me.
22 I had no idea of that.

23 MR. BARON: Well, when can we have this
24 information?

1 MR. DAVIDSON: Oh, I have no objection to
2 your asking the coverage. I am not objecting
3 to that.

4 BY MR. BARON:

5 Q Well, can you tell me the amount of cover-
6 age?

7 A From memory?

8 Q Approximately, yes.

9 A Oh, a million dollars.

10 Q Total?

11 A No.

12 Q How much is the total coverage?

13 A I can't recall.

14 Q Is it over a hundred million dollars?

15 A No.

16 Q Is it over fifty million dollars?

17 A It might be.

18 MR. BARON: OK. Well, we will ask counsel
19 to provide that, please.

20 MR. DAVIDSON: Oh, sure.

21 BY MR. BARON:

22 Q Now, since you have been sued in 1500
23 cases, you testified earlier that you yourself
24 have never given a deposition, is that right?

1 A That's right.

2 Q That's incredible.

3 Has there been anyone else from Detrick
4 who has been deposed?

5 A No.

6 Q Other than this set of interrogatories,
7 has Detrick answered other sets of interrogatories?

8 A Yes.

9 Q And on numerous occasions, or once in a
10 while?

11 A Once in a while.

12 Q OK. Now, are you familiar with the
13 Granite City steel plant?

14 A I know it exists.

15 Q To your knowledge, has Detrick ever
16 supplied furnaces to the Granite City steel plant?

17 A Yes.

18 Q And when did they supply such furnaces?

19 A In the fifties.

20 Q What types of furnaces did they supply?

21 A We sold parts for open hearth furnaces.

22 Q OK. Anything else?

23 A Perhaps some steam heating furnaces.

24 Q OK. Anything else?

1 A Not that I can remember.

2 Q What about insulation products?

3 A What about them?

4 Q Were they sold to the Granite City
5 facility?

6 A It could have been.

7 Q Who would have been the person in charge
8 of selling to that company?

9 A The Chicago area salesman that had that
10 territory.

11 Q OK. And in the fifties who was head of the
12 Chicago office?

13 A Didn't I say Joe Roman?

14 Q I think you may well have. Was he the
15 office, or did he have people working for him out in
16 the field?

17 A He had other people that were also in the
18 Chicago area sales group.

19 Q Can you remember their names?

20 A Some of them.

21 Q OK. If you would recite for us.

22 A Mr. Otto Jaros.

23 Q How do you spell that?

24 A J-a-r-o-s.

1 Q Anyone else?

2 A And Mr. Walker Meyer, M-e-y-e-r.

3 Q OK.

4 A That's all I can recall offhand.

5 Q Do you know where Mr. Jaros is now?

6 A He's retired and living in Tulsa.

7 Q What about Mr. Meyer?

8 A He's retired and living some place in the
9 Chicago area.

10 Q Are both of these individuals retired from
11 Detrick?

12 A Yes.

13 Q Now, I would like to visit with you for
14 a few minutes about the sale agreement of the
15 Detrick facilities in Aurora to R and I. Did you
16 participate in any way in that sale agreement?

17 A Yes.

18 Q What was your role?

19 A Leg man.

20 Q Leg man. What does that mean?

21 A I was the contact, the go-between for
22 the detail work between Detrick and R and I Com-
23 bustion.

24 Q When was the decision made that the

1 Detrick facilities in Aurora should be put up for
2 sale?

3 A I don't know.

4 Q Do you know who made that decision?

5 A The Detrick executives at the time.

6 Q Would that have been about the time that
7 they sold it, '64?

8 A Yes.

9 Q '63?

10 A Yes.

11 Q Do you know what the basis was for the
12 decision to sell that facility?

13 A Well, the business was unprofitable.

14 Q How long had it been unprofitable?

15 A It had been marginally profitable through-
16 out. Unprofitable for several years probably.

17 Q You were corporate Treasurer, I think,
18 when this transaction occurred, 25 March, 1964, is
19 that right?

20 A I don't know the exact dates of my
21 responsibilities title by title, so to speak. I
22 don't think I was Treasurer in '64. I think I was
23 just a leg man.

24 Q By the way, since we are starting a new

1 subject, would you like to take a break for lunch?

2 Let's take a couple minutes.

3 (Short recess taken.)

4 BY MR. BARON:

5 Q All right. We were talking about the
6 agreement between Detrick and R and I that was
7 entered into on 25 March 1964.

8 MR. BARON: First of all, let me have the
9 reporter mark this particular document as
10 Deposition Exhibit Number 4.

11 (Said document was marked
12 Plaintiff's Deposition Exhibit
13 4 for identification.)

14 BY MR. BARON:

15 Q All right, sir. I will show you what the
16 court reporter has marked as Plaintiff's Deposition
17 Exhibit 4, and I will note to you that I have
18 made some underlinings and some X's and things,
19 but with the exception of those, does this appear
20 to be a copy of the contract that was entered into
21 between Detrick and R and I?

22 A Yes.

23 Q Did Detrick contact R and I about this
24 sale, or was it the other way? Was Detrick contacted

1 by somebody that wanted to buy it before Detrick
2 put it on the market?

3 A I don't know how it -- what the sequence
4 was, or what happened. We didn't offer it through
5 a broker.

6 Q OK. I take it you are on the board of
7 directors of Detrick, are you not, sir?

8 A Today, yes.

9 Q How long have you been on the board?

10 A Ten years.

11 Q OK. In 1964, who was chairman of the
12 board?

13 A Probably my father.

14 Q Is your father still alive?

15 A No.

16 Q Who was the person at Detrick that was
17 primarily responsible for this sale?

18 A Frank Pollen.

19 Q You know, I think I asked you this before,
20 but where is Mr. Pollen now?

21 A I think I answered.

22 Q I think you did.

23 A He's retired in Florida.

24 Q OK. Have you talked with Mr. Pollen

1 about any of this litigation?

2 A No. Just in a general way.

3 Q OK. And I take it then that you have
4 talked to Mr. Pollen since 1982?

5 A Yes.

6 Q Do you know how to reach Mr. Pollen?

7 A Yes.

8 Q Could you provide that information to
9 your counsel, because I think we are going to
10 request Mr. Pollen's deposition.

11 MR. DAVIDSON: All right.

12 BY MR. BARON:

13 Q OK. Did Detrick have any sort of a
14 business relationship with Combustion Engineering
15 before this sale?

16 A I don't know what you mean by business
17 relationship.

18 Q Well, it would seem to me that Detrick
19 and Combustion would have been competitors in the
20 furnace market prior to '64, correct?

21 A No.

22 Q Why not? Didn't Combustion make furnaces,
23 high temperature furnaces?

24 A Well, I don't know exactly what they did,

1 but I don't think we regarded them as a competitor.

2 Q OK. What was the business of Refractory
3 and Insulation Corporation?

4 A Refractories and Insulations.

5 Q Were they a competitor?

6 A They probably were a competitor of
7 Detrick's Insulation Division.

8 Q Did there have to be antitrust approval
9 of this sale?

10 A Antitrust approval?

11 Q Yes.

12 A Not that I'm aware of.

13 Q For one insulation company being sold,
14 or the assets of it being sold to another insula-
15 tion company, there didn't have to be any type of
16 approval?

17 A (Shaking head.)

18 Q Are you not aware of it?

19 A No.

20 Q Do you know how the combination between
21 Detrick and R and I came together? What brought
22 the parties together?

23 A R and I had been purchased by Combustion
24 shortly before this.

1 Q Right.

2 A And for some reason, Combustion wanted
3 the Aurora properties to be sold to R and I, and
4 we didn't care who the buyer was or know what
5 his name was. The substance of it was Combustion
6 Engineering.

7 Q So the bottom line to it is that the
8 people that you bargained with and that you worked
9 on the sale transaction with were Combustion
10 Engineering people?

11 A Um'hm.

12 Q Correct?

13 A Yes.

14 Q OK. Did you ever have any contact with
15 R and I people concerning this sale?

16 MR. DAVIDSON: By "you" you mean Mr.
17 Hosbein directly?

18 MR. BARON: I should say Detrick.

19 BY THE WITNESS:

20 A There was a --

21 Ray Hegeman was with R and I at the
22 time, and he had contact with Detrick people.

23 BY MR. BARON:

24 Q Who is he? what was his job title, do

1 you recall?

2 A I believe he was sales manager of R and I
3 at the time.

4 Q Do you know where Mr. Hegeman would be
5 now, or who he went with?

6 A No.

7 Q Did you ever have any contact with him
8 after the sale transaction?

9 A No.

10 Q OK. Do you know the names of anyone
11 else from R and I that would have been involved in
12 this transaction?

13 A Frank Christianson.

14 Q OK. And do you know what his job title
15 was?

16 A I think he was President of R and I at
17 the time.

18 Q OK. Did you have any subsequent dealings
19 with him?

20 A No.

21 Q Who from Combustion Engineering did you
22 deal with?

23 A People from their eastern office, their
24 head office in Connecticut. The only name that

1 occurs to me is I think Barnie Gary.

2 Q And do you recall what his title was?

3 A No, I don't.

4 Q How did Combustion find out about this
5 property?

6 A I don't know.

7 Q Did they contact Detrick, or did Detrick
8 put out offers to different companies?

9 A Detrick didn't put out offers to other
10 companies.

11 Q OK. well, was the decision to sell the
12 plant made before CE contacted you or after CE
13 contacted you?

14 A The situation was that we had an unprofit-
15 able operation. Somehow, Combustion came to our
16 attention as a possible buyer. More than that I
17 can't say, except that the deal was consummated.

18 Q About how long did it take after the
19 contact was made with Combustion Engineers to
20 consummate the deal?

21 A Oh, I suppose several months.

22 Q Other than this deal, this agreement,
23 were there any other deals made between Detrick
24 and R and I or Combustion Engineering concerning

1 other materials or products or businesses?

2 A Yes.

3 Q And what were they?

4 A There was a materials purchase agreement.

5 Q What is that?

6 A It was an agreement so that Detrick would
7 continue to have the Aurora products available for
8 purchase and resale as it needed them.

9 Q Does that agreement exist now? Have you
10 seen a copy of it?

11 A The document?

12 Q Yes.

13 A Yes.

14 Q And do you know where it's located? Is
15 it in that file there?

16 A Yes.

17 Q What other agreement was entered into?

18 A I think there was an option to buy some
19 vacant land adjacent.

20 Q And what else?

21 A That's all I can recall without looking
22 at the file.

23 Q Was it the intent of M. H. Detrick to
24 completely get out of the insulation business?

1 A Yes.

2 Q And was it the intent of M. H. Detrick to
3 sell to Combustion or R and I, their subsidiary,
4 the entire product line of all of the insulation
5 products that were previously made by M. H.
6 Detrick?

7 A Yes .

8 Q And is that what this contract purports
9 to do, sell the entire product line to Combustion's
10 subsidiary R and I?

11 A I think the document sells fixed assets
12 as a major consideration.

13 Q OK. Now, in the first paragraph it
14 says that:

15 "The seller, subject to the terms and
16 conditions hereof, hereby agrees to transfer,
17 convey, assign and deliver to purchaser
18 through escrow the following assets, proper-
19 ties and business of its Insulation Division."

20 What does the term "business" mean to
21 you? What was intended there, do you know?

22 A No, I don't know what was intended there.

23 Q Well, following the sale of this, do you
24 believe that R and I continued the business that

1 Detrick had been operating out of that Aurora plant?
2 Did they continue that business of manufacturing
3 insulation products?

4 A I believe so.

5 Q Did they continue the same basic products
6 that Detrick had been making before?

7 A I don't know.

8 Q OK. Do you know whether they used the
9 Detrick name after this?

10 A I doubt they used the Detrick name.

11 Q Were they given any license to use the
12 Detrick name?

13 A No.

14 Q So if a product was sold --

15 Or strike that.

16 If a product was used by somebody
17 subsequent to the sale on March 25, 1964, and it
18 had the name Detrick on it, the likelihood is that
19 it had been made before the sale, correct?

20 A When was it sold?

21 Q 25 March, 1964.

22 A When was the product sold? What was the
23 question again?

24 MR. DAVIDSON: I don't think he understood.

1 MR. BARON: I don't think he did. Let
2 me try to be sure. I am not trying to pull
3 anything. I am just trying to be sure that
4 we are communicating here.

5 BY MR. BARON:

6 Q Did Detrick intend to sell the name
7 Detrick when it sold this plant, or to license
8 the name of Detrick products when it sold this
9 plant?

10 A No.

11 Q Was it the intention of Detrick that the
12 products that were subsequently manufactured by
13 R and I and CE not carry the Detrick name on
14 them?

15 MR. DAVIDSON: Let me make an objection.
16 when you say licensed, other than the inven-
17 tory that was sold of bags? Is that what
18 you are speaking about?

19 MR. BARON: Right.

20 MR. DAVIDSON: Other than those.

21 BY MR. BARON:

22 Q Well, all right. There is a discussion
23 in here, let's go into that, that there was --
24 there is a discussion there that the product in

1 house that had already been manufactured that was
2 in inventory was being sold to Combustion or R and I;
3 do you recall that?

4 A Let me see the documents.

5 MR. BARON: OK. Let's see if I can find
6 it. It says all inventory.

7 Let's take a two minute break here.

8 (Short recess taken.)

9 MR. BARON: We will start up again after
10 lunch.

11 BY MR. BARON:

12 Q I was asking you questions about the
13 inventory that was sold. Did you understand that
14 that inventory would be sold separately to R and I,
15 or was that part of the over-all transaction?

16 I think that the answer is probably --
17 there was a schedule E that listed unit prices for
18 the inventory. Was that in addition to the over-
19 all payment price of the plant? Or do you recall?

20 A You know, quite honestly, if I had
21 access to the documents that we have requested
22 and that are in your presence, we would be able
23 to answer that very easily.

24 MR. DAVIDSON: You are speaking about

1 the material. Do you have that?

2 THE WITNESS: Do you want to see a
3 Schedule E?

4 MR. BARON: Yes. Is it in there?

5 MR. DAVIDSON: I don't know.

6 BY MR. BARON:

7 Q Do you have the schedules? Do you have
8 the complete contract with the schedules?

9 A That's our file. That's what we have had
10 from '64. You can see it's a little beaten up.

11 MR. DAVIDSON: What are you looking for?
12 The schedules?

13 MR. BARON: I am looking for first of
14 all a complete copy of the agreement. I have
15 the agreement without any of the attachments.
16 I think you have that right in front of you
17 right now.

18 MR. DAVIDSON: I will just take a look
19 through it.

20 John, do you want to look through it
21 with me?

22 THE WITNESS: No, you go ahead.

23 BY MR. BARON:

24 Q Well, while he is looking through, let

1 me ask you a few other questions.

2 The agreement was signed on page 9 by
3 Mr. Pollen, it appears, is that correct?

4 A Yes.

5 Q He was President at the time that the
6 agreement was signed?

7 A Right.

8 Q And the Secretary was who?

9 A N. E. Evans.

10 Q Who is N. E. Evans?

11 A He was the Secretary at the time.

12 Q Corporate Secretary, or a secretary?

13 A No, the corporate Secretary.

14 Q Was he assigned to a certain area of
15 business, Mr. Evans?

16 A He was in charge of the Accounting Depart-
17 ment.

18 Q Is he still alive today?

19 A No.

20 Q Now, for Refractory and Insulation Com-
21 pany, can you make out the name there? It looks
22 like a Mr. Clark.

23 A Yes. That's all I can get out of it.

24 Q Do you know him at all?

1 A No.

2 Q And the Secretary?

3 A James B. Kelly, it reads.

4 Q Do you know that person? Did you have
5 any dealings?

6 A I didn't know him personally. I think
7 he was the Secretary of Combustion at the time.

8 Q Was Mr. Clark with R and I, or was he
9 with Combustion, or do you know?

10 A I think with Combustion -- or I think
11 with R and I.

12 Q When did you find out that Combustion
13 wanted to use R and I to purchase it?

14 A Sometime during the negotiations for
15 the sale.

16 Q As far as your company was concerned,
17 did that make any difference?

18 A No.

19 Q Was this a cash transaction?

20 A Yes.

21 MR. DAVIDSON: Was the answer yes.

22 THE WITNESS: Yes.

23 BY MR. BARON:

24 Q Yes?

1 A Yes.

2 Q And once again, did you understand that
3 you were selling everything there was to sell that
4 was physically present at the Aurora plant, or
5 were there some exceptions to that?

6 A Substantially that's what it was. All
7 the property.

8 Q I did notice one thing here. Apparently
9 there was a provision in here where you had the
10 right to go in and take things out of the labora-
11 tory. Do you recall that?

12 A No, not very well.

13 MR. DAVIDSON: I have no objection to
14 that (tendering document).

15 BY MR. BARON:

16 Q On page 3 of the agreement, in Paragraph
17 4(b), it says:

18 "It is likewise understood and agreed
19 that laboratory and other equipment now in
20 said Insulation Division plant but not
21 included in the sale and excluded from the
22 schedules may be left in the buildings
23 conveyed to the purchaser under this agree-
24 ment at seller's risk until removed by

1 "seller, but such property shall be removed no
2 later than August 1, 1964."

3 Do you know what that referred to,
4 why that was there?

5 A I can't remember.

6 Q OK. Now I have got the agreement as it
7 came from your file, and there is a document
8 attached to it that talks about inventory prices,
9 and it has such things as, the first one on here
10 is asbestos 100 pounds \$2.70 a bag.

11 Do you know what that is referring to?

12 A Well, those are the prices to be used
13 in evaluating whatever materials were still there.

14 There might have been some of these
15 materials. There might have been none of these
16 materials.

17 Q But the bottom line is that the sale of
18 those materials was done at the then existing
19 price, in addition to the price they paid for
20 the plant and the equipment, is that correct?

21 Or do you follow me?

22 A Well, what does the agreement say about
23 the sales of the inventory?

24 Q The agreement says that -- it's in

1 Paragraph 3:

2 "Seller hereby further agrees to
3 transfer, convey, assign and deliver to
4 purchaser on the closing date the following."

5 And then it describes the inventory
6 and raw materials, finished and partially finished
7 goods, and that the unit prices to be paid by
8 purchaser for such inventory shall be listed in
9 Schedule C.

10 So if there was a bag of utility
11 cement -- and I am sure there was -- inside the
12 facility, they bought the bag at the then exist-
13 ing price?

14 A Yes.

15 Q Correct?

16 A Yes.

17 Q OK. Now, in addition, at Schedule F,
18 under shipped orders, they total \$117,270.

19 A Yes.

20 Q Do you remember this, how those were
21 handled?

22 MR. DAVIDSON: Do I understand the ques-
23 tion to mean whether they were shipped or
24 not shipped?

1 BY MR. BARON:

2 Q Who received the payment for the orders?

3 A Probably M. H. Detrick.

4 Q OK. Now, apparently R and I had some
5 orders themselves from Detrick. Was R and I a
6 customer of Detrick?

7 A It looks like it.

8 Q Also North American Asbestos Company,
9 some unshipped orders. Do you know whether they
10 were a customer? Do you have any knowledge of
11 that?

12 A I don't know what that transaction is
13 about. It's only 29 dollars.

14 Q I see. What about Owens-Corning? Would
15 they have been a purchaser of R and I products
16 from time to time?

17 MR. DAVIDSON: Prior to '64, you mean?

18 MR. BARON: Yes.

19 BY MR. BARON:

20 Q I see a purchase of Owens-Corning.
21 Half of it was shipped in '62 and then there is
22 a balance there. Do you know what that was?

23 A I can't tell you anything about that
24 transaction.

1 Q OK. Who would be somebody that would know
2 about these transactions?

3 A I have no idea.

4 Q Did Detrick ever have an agreement with
5 any other company where Detrick would use a differ-
6 ent name on the bag than Detrick?

7 In other words, what I would call a
8 relabeling agreement.

9 A Detrick had some kind of an understanding
10 with Mexico Refractories Company that enabled
11 Mexico to have access to insulating products for
12 their product line. They were a fire brick com-
13 pany.

14 Q Where was Mexico Insulation located?

15 A Mexico Refractories is located in Mexico,
16 Missouri.

17 Q And so would it be fair to say that R and
18 I would ship products to Mexico Refractories
19 and Mexico Refractories would sell their products
20 as their own?

21 A I don't know how they worked it out.

22 Q When they left the Detrick plant, did
23 they have names on them other than Detrick?

24 MR. DAVIDSON: When are you speaking of,

1 what period of time?

2 MR. BARON: The period of time that this
3 agreement was in effect, the agreement with
4 Mexico Products.

5 MR. DAVIDSON: Between Detrick and Mexico
6 Products?

7 MR. BARON: Right.

8 THE WITNESS: What's the question?

9 BY MR. BARON:

10 Q OK. I am asking you about this agreement
11 that was entered into with Mexico Refractories.
12 Do I understand the agreement properly by stating
13 that products were manufactured by Detrick, sold
14 to Mexico, and Mexico would sell them again as
15 their own products? Was that your understanding
16 of it?

17 A Yes.

18 Q Now, when the products left the Detrick
19 facility did they have a name on them other than
20 Detrick?

21 A Yes.

22 Q OK. Then would it be fair to say that
23 Mexico would supply the containers for these pro-
24 ducts?

1 A That would be fair to say that.

2 Q OK. Now, any other organization that you
3 can recall where such an agreement was entered into?

4 A The Mexico agreement carried on under new
5 ownership of the Mexico Refractories Company.

6 Q OK. And was the name Mexico Refractories
7 changed, or was it discontinued with the new owners?

8 A I can't recall what happened then.

9 Q OK. Now, in the interrogatory questions
10 I ask you whether such agreements existed, and you
11 said no. Do you remember that one?

12 A No. What was the question in the inter-
13 rogatory?

14 MR. NOELTNER: On page 44, at the top. Or
15 page 41 at the bottom.

16 MR. BARON: 41, OK.

17 MR. NOELTNER: It would actually be
18 Number 77 is the question.

19 BY MR. BARON:

20 Q "Has defendant, defendant's predecessor
21 and/or defendant's subsidiary companies at any
22 time entered into a rebranding agreement with any
23 other company, either as a buyer or seller, con-
24 cerning asbestos insulation material?"

1 And in the answer it says:

2 "In the spirit of discovery, defendant
3 states that to the best of Mr. Hosbein's knowledge
4 and memory, Detrick cannot purchase or sell pro-
5 ducts that were to be repackaged and sold under
6 Detrick's or another company's name."

7 So that would fall into that category,
8 would it not, sir?

9 A Well, when you dig out the particular verbs
10 and prepositional phrases that apply, it could read
11 on that, yes.

12 Q Can you think of any other one that might
13 apply, other than the Mexico agreement?

14 A No.

15 Q Then other than the inventory that was in
16 place at the time of the sale, that was again sub-
17 sequently sold to R and I, if product was manufac-
18 tured after March 25, 1964, would it have contained
19 a label other than Detrick? Should it have?

20 A Could you repeat the question?

21 Q All right. As I understand it, it was
22 not the intent of Detrick to permit the new
23 owners of the Aurora facility to continue to
24 manufacture products with the Detrick name on

1 them, is that right?

2 A No.

3 Q It was not their intention, right? Or
4 did I misunderstand your answer?

5 A We didn't sell the name Detrick for the
6 new owner to use. We undertook this on-going
7 purchase agreement, materials purchase agreement,
8 which is --

9 Q Something that hasn't been provided yet?

10 A All right. That gave Detrick access to
11 plant product for whatever it needed, and the pro-
12 duct we ordered would have been shipped in Detrick
13 marked bags, under Detrick's orders.

14 Q I see.

15 A To the extent that the packaging, such
16 packaging, was available.

17 Q OK. Do you have a copy of that agreement
18 here?

19 A Yes.

20 MR. BARON: Could I see that agreement,
21 counsel?

22 MR. DAVIDSON: I haven't had a chance to go
23 through it yet. I would like to go through it.
24 What is it called?

1 THE WITNESS: I think it's Material
2 Purchase Agreement.

3 MR. DAVIDSON: Is this it?

4 THE WITNESS: Yes.

5 MR. BARON: Are you going to give it to
6 me?

7 MR. DAVIDSON: No, I am not going to give
8 it to you.

9 MR. BARON: I would like to have it.

10 MR. DAVIDSON: Well, I will make a copy
11 for you.

12 Oh, you don't have those attachments.

13 MR. BARON: I have never seen them before.
14 I have the first few pages of it. I have the
15 agreement, but none of the schedules. Let me
16 just look at it.

17 MR. DAVIDSON: (Tendering document.)

18 BY MR. BARON:

19 Q All right, sir. I have been able to
20 locate the Material Purchase Agreement. It's also
21 dated 25 March, 1964, and which I understand will
22 be provided to me by counsel.

23 The very first question I have is,
24 what is M. H. Detrick Company of Canada, Limited?

1 A A Canadian corporation.

2 Q Owned by --

3 A Not by M. H. Detrick Company.

4 Q Who owns -- who owned -- who owned in
5 1964 M. H. Detrick Company of Canada, Limited?

6 A Three individuals, two Canadians and one
7 American, to the best of my knowledge.

8 Q Who presently owns the company?

9 A I think all Canadian citizens.

10 Q Is there a relationship between the
11 owners of M. H. Detrick Company of Canada and M. H.
12 Detrick Company of the United States?

13 A What do you mean by relationship?

14 Q Is there a business relationship?

15 A Yes. They represent M. H. Detrick for
16 arch and wall sales in Canada.

17 Q OK. Has that been the continuous rela-
18 tionship?

19 A Yes.

20 Q Did M. H. Detrick of Canada ever manufac-
21 ture or sell insulation products?

22 A They never manufactured. They may have
23 sold.

24 Q OK. Did the M. H. Detrick Company of

1 Canada ever enter into sales agreements for raw
2 asbestos?

3 A No.

4 Q What was the purpose of M. H. Detrick
5 Company of Canada?

6 A To do business in Canada.

7 Q In other words, you set up a separate
8 company, or the owners of M.H. Detrick?

9 MR. DAVIDSON: Do you want to rephrase
10 it? You said two things, you did, or somebody
11 else did.

12 BY MR. BARON:

13 Q Have you ever been a shareholder of M. H.
14 Detrick of Canada?

15 A No.

16 Q Have you ever been an officer of M. H.
17 Detrick of Canada?

18 A No.

19 Q Has M. H. Detrick Company ever owned
20 shares in M. H. Detrick Company of Canada?

21 A No.

22 Q Is there any business relationship or
23 has there ever been a business relationship between
24 M. H. Detrick Company and M. H. Detrick Company of

1 Canada?

2 A You asked that question before, and I
3 answered it before.

4 Q OK. Well, let me just tell you what my
5 problem is here. There's an agreement that is a
6 material purchase agreement, and it's entered into
7 between M. H. Detrick, Inc., a Delaware corporation,
8 and Refractory and Insulation Corporation, a
9 Delaware corporation, seller, and it requires cer-
10 tain things to be purchased by seller, particularly
11 concerning M. H. Detrick Company of Canada.

12 So it would appear that M. H. Detrick
13 in the United States could compel M. H. Detrick in
14 Canada to do something, and I am wondering how that
15 occurred, if they were separate companies.

16 THE WITNESS: (Examining document.)

17 MR. DAVIDSON: Let me look over your
18 shoulder.

19 BY THE WITNESS:

20 A And your question is?

21 BY MR. BARON:

22 Q My question is, the contract that's in
23 front of you there was entered into by M. H.
24 Detrick Company and by R and I Company, was it not?

1 Is that correct?

2 A Yes.

3 Q And in the contract there is a require-
4 ment that certain things occur concerning M. H.
5 Detrick Canada, correct?

6 MR. DAVIDSON: Well, I think you have to
7 specify exactly what you are reading.

8 MR. BARON: Well, let me read it.

9 MR. DAVIDSON: OK.

10 BY MR. DAVIDSON:

11 Q This is basically a discount document,
12 whereby M. H. Detrick Company and M. H. Detrick
13 of Canada receive a discount if they purchase a
14 certain amount of materials from R and I, is it
15 not?

16 A No.

17 Q It's not?

18 It states if M. H. Detrick Company
19 and M. H. Detrick Company of Canada, Limited remain
20 in business and purchase from seller 90 per cent
21 of their insulating requirements as above defined
22 except insulating block requirements of the
23 Canadian company for a period of five years,
24 seller will guarantee that the aggregate discount

1 and/or selling fee in the five year period shall
2 amount to \$50 thousand.

3 That's not a discount agreement?

4 A It's a discount agreement.

5 Q But doesn't the discount go to both M. H.
6 Detrick and M. H. Detrick Canada?

7 A I don't know. It is between R and I and
8 M. H. Detrick.

9 Q Well, the document clearly states that
10 the discount also flows to M. H. Detrick of
11 Canada, does it not?

12 A I can't get that out of it.

13 Q Let me read it again:

14 "If M. H. Detrick and Company and M. H.
15 Detrick Company of Canada, Limited, remain in
16 business and purchase from seller 90 per cent
17 of their insulating requirements as above
18 stated, except insulating block requirements
19 of the Canadian company, for a period of
20 five years, seller will guarantee that the
21 aggregate discount and/or selling fee in the
22 five year period shall amount to \$50 thousand.
23 At the conclusion of the five years or upon
24 the request by M. H. Detrick Company of

1 "\$50 thousand, whichever shall occur first,
2 this agreement shall terminate."

3 MR. DAVIDSON: I think the document that
4 you just read speaks for itself.

5 BY MR. BARON:

6 Q What do you understand that to mean?

7 A I don't think it obliges seller to give
8 15 per cent to the Canadian company. The language
9 talks about what sales and purchases you count,
10 but the payment is only to Detrick, as nearly as
11 I can read that document.

12 Q What did the Canadian company have to do
13 with this transaction?

14 A Nothing.

15 Q Why are they mentioned in this contract?

16 A I don't know.

17 Q Just showed up by mistake?

18 MR. DAVIDSON: Wait a minute. You don't
19 have to answer that.

20 BY MR. BARON:

21 Q You don't have any idea?

22 A Well, this is a guess.

23 Q OK.

24 MR. DAVIDSON: No, I don't want you to

1 guess.

2 THE WITNESS: All right. Then I can't
3 answer it.

4 MR. BARON: OK. Counsel, having seen
5 this for the first time, I am really going
6 to have to say that I am probably going to
7 have to come back after I read through this
8 and go back over it again, because again,
9 we requested it some time before.

10 MR. DAVIDSON: You just requested it a
11 couple weeks ago in that notice, the first
12 time to my knowledge, and we are providing it
13 as quickly as we can.

14 I have no problem with you coming
15 back.

16 BY MR. BARON:

17 Q All right. Do you know what happened
18 during that five year period?

19 A As regards?

20 Q As regards to that side agreement.

21 MR. DAVIDSON: In what respect?

22 MR. BARON: In respect whether there was
23 a \$50 thousand payment received.

24

1 BY THE WITNESS:

2 A Well, the \$50 thousand is first identi-
3 fied as an aggregate discount.

4 BY MR. BARON:

5 Q Right. Was there a \$50 thousand aggre-
6 gate discount given?

7 A I believe so.

8 Q OK. And over then the next five years,
9 was 90 per cent of the insulation requirements of
10 M. H. Detrick provided by R and I?

11 A I can only infer that they were.

12 Q OK. Now, those insulation products then
13 that came from CE or RI, or whoever that company
14 is, had the name M. H. Detrick written on it, did
15 they not?

16 A No, not necessarily.

17 Q Well, let me back up. Those products
18 that were the requirement of M. H. Detrick, that
19 came under this agreement, were subsequently sold
20 by M. H. Detrick to third parties, to M. H.
21 Detrick's customers, correct?

22 A Right.

23 Q OK. Were they sold exclusively with the
24 furnace and furnace materials, or were they sold

1 through salesmen who were selling insulation
2 products, or both?

3 A The vast majority of the purchases would
4 have been resold to Detrick arch and wall customers.
5 I can't say that no sales were made as insulation
6 only, but to someone else, but I -- I don't want
7 to paint myself into a corner and then find out
8 that you discovered something I didn't know.

9 Q OK. Would it be entirely possible for a
10 consumer to have purchased Detrick insulation
11 products in, say 1968, and received a bag that
12 said "Detrick"?

13 A I doubt it.

14 Q Would it have been possible under that
15 agreement?

16 A I doubt it.

17 Q Why?

18 A Because the packaging materials that were
19 still remaining at the date of '64, when this was
20 sold, would have been used up on sales to Detrick.
21 When those packaging materials were used up, the
22 packages would have been something else, plain bags
23 or Combustion bags, but not Detrick bags.

24 Q Well, then is what you are telling me

1 that Detrick when they were selling under this five
2 year agreement would have sold product to customers
3 that might have had a bag labeling "Combustion
4 Engineering" or "R and " on it?

5 A It's possible. I don't know.

6 Q So it's entirely possible then that a
7 consumer in 1969 could have purchased a product
8 from Detrick, but the bag on the product said
9 "R and I"?

10 A That's possible.

11 Q Did the sales people for Detrick continue
12 to sell their product line of industrial insulation
13 material for that five year period after the sale?

14 A They may have.

15 Q OK. How long did that continue? Did
16 that continue longer than five years, or did it
17 cease at the end of five years?

18 A It may have continued beyond the five
19 years.

20 Q If it did continue after five years, and
21 if sales personnel for Detrick were out selling
22 those trademarked products, would they have sold
23 them with R and I labels on them?

24 A Which trademarked products?

1 Q For instance --

2 Which reminds me, when the plant was
3 sold the trademark names were sold along with it;
4 that's part of the exhibit, is that right?

5 A That's right.

6 Q And as I look at the document, certain
7 registered trademarks, such as Detrick Engineered
8 Insulation and Decrete, registered trademarks of
9 Detrick were sold to R and I, correct?

10 A The marks, yes.

11 Q All right. When you sold the mark Detrick
12 Engineered Insulation, that then gave R and I the
13 right to use that mark on their bags, did it not?

14 A I guess so.

15 Q So the bags could have been labeled with
16 the name Detrick Engineered Insulation, still
17 could be today, could they not, under this agree-
18 ment?

19 A I can't answer that.

20 Q Do you know of anything that takes this
21 agreement out of force and effect?

22 Oh, I'm sorry. Renewed '62. In force
23 to October 1976. Unless they renewed the trademark,
24 it would have expired in '76.

1 But the issue is, they could have
2 continued to sell products with this little seal
3 on it that says Detrick Engineered Insulations
4 after 1964, and it would have been perfectly legal
5 for them to do that, right?

6 A I guess so.

7 Q OK. So if somebody had purchased a pro-
8 duct in 1969, and it said Detrick Engineered Insu-
9 lations, maybe it came from Detrick through one
10 of their sales people, or maybe it came from R and D?

11 MR. DAVIDSON: When?

12 MR. BARON: In 1969.

13 MR. DAVIDSON: '69?

14 MR. BARON: Yes.

15 BY THE WITNESS:

16 A Four years after the deal? Five years?

17 BY MR. BARON:

18 Q Yes.

19 A The packages were all used up by then.

20 Q But they had the right to use the name
21 Detrick?

22 MR. DAVIDSON: The objection is you are
23 making an assumption here As I understand
24 your question, you are saying in '69, --

1 MR. BARON: Yes.

2 MR. DAVIDSON: -- product sold by Detrick
3 could have been manufactured by Detrick.

4 MR. BARON: Could have been sold by
5 Detrick.

6 MR. DAVIDSON: You said could have been
7 manufactured.

8 MR. BARON: Let me correct the question.
9 BY MR. BARON:

10 Q So we know that even after the sale of
11 the plant in 1964, Detrick's sales people in their
12 Chicago office and their other office were contin-
13 uing to sell industrial insulation material.

14 MR. DAVIDSON: I am going to object to
15 the form of the question, when you say "We
16 know."

17 BY MR. BARON:

18 Q I think you have testified to that, have
19 you not? That's the way I understood your testi-
20 mony. Correct me if I am wrong. Is that right?

21 A What question was that?

22 Q The question is, would it be fair to say
23 that even after the sale of the plant, that your
24 sales people out on the line were continuing from

1 time to time to sell industrial insulation products,
2 right?

3 A No, I can't agree with that.

4 Q OK. Well, I thought maybe you misunder-
5 stood my question before. My question before said
6 that there was a five year period where Detrick was
7 purchasing 90 per cent of its requirement at least
8 from R and I.

9 MR. DAVIDSON: Its requirement for insu-
10 lation?

11 MR. BARON: Of industrial insulation,
12 right.

13 BY THE WITNESS:

14 A Yes.

15 BY MR. BARON:

16 Q And you told me, as I understood before
17 today --

18 MR. DAVIDSON: Wait a minute. This agree-
19 ment says if they do, and you are jumping from
20 if they do to they do.

21 MR. BARON: No. He has testified they
22 did.

23 MR. DAVIDSON: OK. If the record shows
24 that, whatever the record shows.

1 BY MR. BARON:

2 Q During the five year period, as I under-
3 stand your testimony, you testified that the likely-
4 hood is that Detrick complied with the agreement, and
5 during that five year period 90 per cent of the
6 insulation that they purchased came from R and I,
7 correct?

8 A Yes.

9 Q OK. Now, Detrick used some of that insu-
10 lation themselves for the applications that they
11 had outstanding, did they not?

12 A The vast majority of it.

13 Q Yes.

14 A 99 per cent of it.

15 Q And at least some per cent of it was re-
16 sold by Detrick, was it not?

17 A I don't know. It's conceivable.

18 Q OK. It's possible, is it not?

19 A Remotely.

20 Q If that had been sold to the public,
21 it would have been perfectly legal for R and I to
22 use the Detrick name on the bag, correct?

23 A I can't answer that question.

24 Q Well, that's what the contract says,

1 right?

2 A Well, I can't answer that question.

3 Q So you don't know whether it was legal
4 or not, even though the trademark was sold to this
5 company?

6 A No, I don't.

7 Q OK. Well, I'll switch areas of testimony.
8 So would it be fair to say that it would have been
9 entirely possible in 1969 for someone to have pur-
10 chased a bag of Detrick cement with the name
11 Detrick Engineered Insulations on it that was manu-
12 factured by R and I?

13 A I doubt it. I say no.

14 Q You say no?

15 A In '69, that's five years after the sale.

16 Q Why did they want to purchase the Detrick
17 name?

18 A I don't know that they did. It was sold
19 to them as --

20 Q Do you know whether they ever used it?

21 A No, I don't.

22 Q Never inquired?

23 A No.

24 Q OK. So you don't have any knowledge one

1 way or the other as to whether they used that
2 trademark that they purchased with the Detrick name
3 on it?

4 A I doubt they used it.

5 Q Do you have any firsthand, secondhand
6 or thirdhand information?

7 A No.

8 Q Again, I want to understand this material
9 purchase agreement. The beginning of the contract
10 labels M. H. Detrick as the purchaser, and R and I
11 as the seller. It says down here at the bottom of
12 the first paragraph:

13 "Except for purchases of block mater-
14 ial, on all purchases of seller's products" --
15 seller being R and I -- "by M. H. Detrick of
16 Canada, Limited, seller" -- R and I -- "will
17 pay buyer" -- which is M. H. Detrick Company --
18 "a selling fee amounting to 15 per cent of
19 the sale price."

20 Do you know what that refers to?

21 A That's a discount on our purchases, ex-
22 cluding the Canadian purchases, I think.

23 Q Who would know the answer to that?

24 A Whoever drew that document.

1 Q It's Mr. Pollen, I think.

2 A Perhaps.

3 MR. BARON: I think we will have to depose
4 Mr. Pollen and ask him the questions.

5 MR. DAVIDSON: Off the record.

6 (Discussion off the record.)

7 MR. BARON: All right. Let's change sub-
8 jects here for a minute.

9 I would like to have the reporter mark
10 these documents, and I understand that you will
11 provide them to us, is that right? And the
12 documents that I am talking about are the
13 agreement dated March 25, 1964, with the
14 blueback from Sidley & Austin, which is the
15 complete sales agreement of the business.

16 And the second agreement is the
17 material purchase agreement dated 25 March,
18 1964 that we have been referring to, with
19 attachments.

20 The first agreement, that is, the
21 Sidley & Austin, would be PX Number 5, and
22 the next one will be PX Number 6. And again
23 you, Mr. Davidson, will provide us copies for
24 the court reporter to mark, correct?

MR. DAVIDSON: Correct.

1 (Said documents were referred to as Plain-
2 BY MR. BARON: tiff's Deposition Exhibits
5 and 6 for identification.)

3 Q All right. Now, let's switch fields for
4 a minute. You mentioned that you had talked to
5 Bruce Abell before about the asbestos litigation,
6 and in providing answers to these interrogatories,
7 is that correct?

8 A I have spoken to Bruce Abell about a
9 number of subjects. I forget if this was in direct
10 relation to these.

11 MR. DAVIDSON: I don't think there is
12 any testimony that he talked to him about the
13 answers.

14 MR. BARON: I think the answer states --

15 MR. DAVIDSON: I don't think he said that.

16 BY MR. BARON:

17 Q Well, at any rate, do you know where he
18 is now? Do you know what city he lives in?

19 A I think I answered that before. In
20 Carpentersville, didn't I say?

21 Q And you have the ability to contact him?

22 A Yes.

23 MR. BARON: So counsel could contact him
24 if you wanted him to.

1 MR. DAVIDSON: You want him for a deposi-
2 tion?

3 MR. BARON: Yes.

4 MR. DAVIDSON: You are requesting him for
5 a deposition?

6 MR. BARON: Yes, right.

7 BY MR. BARON:

8 Q To your knowledge, did Detrick do any
9 advertising prior to 1964 for its insulation pro-
10 ducts other than these brochures?

11 A That's all I am aware of.

12 Q Who would know the answer to that?

13 A I don't know.

14 Q Are you familiar with a trade journal
15 called ASBESTOS Magazine?

16 A No.

17 Q Now, your brothers are owners of the
18 company, too, are they not?

19 A Yes.

20 Q Have they been employed by the company in
21 the past?

22 A Roger is employed by the Detrick Company.

23 Q What's his title?

24 A He's a Vice president.

1 Q How long has he been employed by Detrick?

2 A Since sometime in the early sixties, I
3 believe.

4 Q Is he a younger brother?

5 A Yes.

6 Q And what was his area in Detrick?

7 A His concern was with supply of our
8 purchases as far as the fire brick. And he also
9 was managing the sales of two other businesses
10 that we were licensee for..

11 Q All right. What businesses were those?

12 A That's principally what he has been
13 involved in, European products, one of them an
14 abrasion resistant product, and another slide gate
15 valves.

16 Q Did Detrick sell their insulation products
17 prior to '64 in Europe or other countries?

18 A Unh'unh.

19 Q No?

20 A No.

21 Q Who was your primary customer for insula-
22 tion products?

23 A I can't answer that question.

24 Q Were there a few companies that

1 provided most of your sales?

2 A I don't know.

3 Q What about your other brother? How long
4 has he worked for the company?

5 A He hasn't worked for the company.

6 Q OK. Would Roger have information about
7 the sale of asbestos insulation?

8 A No, I don't think so.

9 Q Has there ever been a union that worked
10 at your -- that was representative of employees
11 that worked at your facilities?

12 A We had a union at the Peoria foundry, I
13 think.

14 Q What about at Aurora?

15 A I don't think there was a union there.

16 Q Prior to '64, when you were involved in
17 sales, did you spend a great deal of time with
18 your customers in terms of trying to explain to
19 them your product line?

20 A That was my job.

21 Q That's right. And in that job did you
22 take the position that the customer needed to know
23 as much about your product as possible, so that
24 they could make an intelligent choice when they

1 were deciding whether to purchase it?

2 A Yes.

3 Q Do you think that's the proper thing to
4 do with each customer, is to let them have as
5 much information about your product so that they
6 can make an intelligent choice?

7 A I provided responses to whatever inter-
8 ests that the customer showed in a particular pro-
9 ject we were working on.

10 Q Sometimes furnaces can be hazardous opera-
11 tions; not sometimes, always they can be hazardous
12 operations, if not properly used, correct?

13 A Gee whiz. I suppose so.

14 Q OK. Did Detrick provide people to help
15 their customers with their safety needs --

16 A No.

17 Q -- concerning these furnaces?

18 A No.

19 Q Never did?

20 A No.

21 Q Did Detrick have anybody in house that was
22 a safety engineer?

23 A No.

24 Q Did Detrick ever keep anybody in house

1 that was an industrial hygienist, or somebody that
2 was especially skilled in industrial hygiene?

3 A No.

4 Q Did Detrick ever have a medical person
5 that would assist with medical problems at the
6 facility?

7 A No.

8 Q Did Detrick have anybody that was in
9 charge of assuring that the products met industry
10 standards of safety?

11 A Of safety?

12 Q Yes.

13 A Industry standards of safety?

14 Q Yes.

15 A No.

16 Q As far as this asbestos-containing insu-
17 lation, would it be fair to say that you put it on
18 the market, and if the customer wanted to buy it
19 he bought it, and that was the end of the deal,
20 that there was no other information other than
21 what was contained in these brochures given to the
22 customer?

23 A That's a fair statement.

24 Q OK. And if the customer got sick using

1 it, that was his tough luck then, right?

2 MF. DAVIDSON: Object to that. You don't
3 have to answer it that way. You don't have to
4 answer that.

5 BY MR. BARON:

6 Q Do you feel like a company should research
7 the potential hazards of its products?

8 A Certainly.

9 Q Do you think any good company would do
10 that?

11 A Yes..

12 Q Should do that?

13 A Yes.

14 Q Do you know or are you aware of any
15 workers compensation claims for lung disease that
16 have been filed by Detrick employees at any time?

17 A Never.

18 Q You say there have not been, is that it?

19 A I say there have never been.

20 Q OK. That's up to today?

21 A Right.

22 Q Do you know whether any Detrick employee
23 has ever sustained lung injury as a result of
24 working at a Detrick facility?

1 A Not to my knowledge.

2 Q Are you aware that Combustion Engineering
3 has numerous claims for lung disease out of the
4 Aurora facility?

5 A No, I am not aware of that.

6 Q Would that concern you at all?

7 MR. DAVIDSON: What?

8 MR. BARON: That there are Detrick em-
9 ployees that had worked for Combustion Engin-
10 eering after Combustion Engineering purchased
11 the plant, that are now making serious lung
12 complaints.

13 MR. DAVIDSON: Concern in what respect?

14 BY MR. BARON:

15 Q Would you be worried about your own health
16 having been in that plant?

17 A No, I don't think I am worried about my
18 health in that respect.

19 Q Now, you mentioned that you went in the
20 plant about a half dozen times a year. What did
21 you go in there for?

22 A To discuss and --

23 (There was a brief interruption.)

24 MR. DAVIDSON: While we are waiting, I

1 would request that -- you referred to some minutes
2 of meeting. I would request that whatever
3 minutes you are referring to be furnished to us.

4 MR. BARON: OK, why don't you send us a
5 letter?

6 BY MR. BARON:

7 Q OK, the question was why you would enter
8 the Aurora facility.

9 A There was a so-called laboratory committee
10 with members from the Chicago office and some
11 members from the plant who -- they worked on any
12 problems between the plant and Detrick on its arch
13 and wall work about the plant insulation products.

14 That's a very vague answer, but that's
15 what it did, and I attended those meetings as an
16 observer.

17 Q What type of problems are you referring to?

18 A Problems of the application of insulation
19 products in furnaces. Physical problems regarding
20 the material applications, whether it would pour
21 suitably, whether it would stick if you troweled
22 it on, things like that.

23 Q OK. Who were the people at the Aurora
24 facility that you would meet with that would be

1 helpful on those issues?

2 A I think Mr. Abell was a member of the
3 committee.

4 Other than that, I don't know. I can't
5 recall. No living person.

6 Q Now, in looking at these documents again,
7 in looking at Plaintiff's Deposition Exhibit 3,
8 which is a Detrick High Temperature Insulations
9 Manual, it says:

10 "Detrick blanket insulations comply
11 with ASTM Specifications C-263 and Federal
12 Specification HH-I-563."

13 Do you know what that means?

14 A Not exactly.

15 Q But would it be fair to say that somebody
16 was doing some testing of this material, to assure
17 that it complied with those standards?

18 A It's fair to say that.

19 However, these blanket products I
20 believe were supplied from others. We didn't put
21 this mesh and this chickenwire on that material.

22 Q So are you telling us that --

23 Well, wait a minute. Here's another
24 page here.

1 Detrick made Griptex, did it not?

2 A Yes.

3 Q Griptex was a trademark name that only
4 Detrick could use?

5 A Yes.

6 Q And Griptex was manufactured in Aurora,
7 was it not?

8 A Yes.

9 Q And it contained asbestos, correct?

10 A Yes.

11 Q Now, it says here that:

12 "Detrick's Griptex blocks comply with
13 performance requirements of ASTM Specification
14 C-392 Class 2 and Federal Specification
15 HH-I-564."

16 So would it be fair to say that some-
17 body tested this product? Or do you think that was
18 just advertising hype?

19 A I don't know what those specifications
20 are, so I don't know what kind of testing would
21 have been necessary with them.

22 Q All right. The ASTM specification requires
23 strength and durability of certain amounts, and also
24 operating temperature requirements for a certain

1 degree. In fact, above here they show that the
2 operating temperature of Griptex block that is
3 one inch thick is up to 200 degrees Fahrenheit, and
4 say for five and a half inches a block, it's 1500
5 to 1600 degrees.

6 So somebody must have tested those?

7 A Well, that's two different parts of it.
8 The chart goes with the title of Recommended
9 Thicknesses, and the specification references are
10 something else.

11 Q So here today as President of Detrick
12 you don't know whether Detrick ever tested those
13 things to be sure that they really complied with
14 those specs, is that right?

15 A I don't remember doing it, or anybody else
16 doing it.

17 Q Is it entirely possible that there could
18 be advertising material that Detrick put in there
19 without ever having done those tests?

20 A I doubt that.

21 Q Who would know whether the tests had been
22 done?

23 A I don't know.

24 Q Do you know whether Detrick was capable

1 of doing them in house?

2 A I don't know.

3 Q We have been provided a file that states
4 "Shell Oil, Wood River, Illinois," and then it has
5 the word "Roxana" by it and has a large number of
6 invoices and purchase agreements concerning the
7 Shell Oil plant in Roxana, which I would call
8 Wood River, about the same place.

9 I take it you provided this to counsel,
10 did you not?

11 A Yes.

12 Q OK. Where did you get it from?

13 A Out of our file.

14 Q OK. Why was this file presented and
15 none other?

16 A Because that's the only file that related
17 to the customers you listed in the interrogatory, --

18 Q OK, good.

19 A -- that we had a file on.

20 Q Now, the file goes back into 1964, and
21 there are invoices that go back into 1964. Do you
22 know whether there is another file that would pre-
23 date that?

24 A I'm not sure. You are looking at invoices.

1 Can I see those?

2 Q These shipping notice, branch copy?

3 A All right. That's a shipping notice.

4 Q And these are acknowledgements to the
5 branch copy?

6 A Yes.

7 Q Let's take a look at one of them here that
8 is just pulled off here. It is one dated, date of
9 shipment is 10/19/64, sold to Shell Oil Company
10 Purchasing Department in Wood River, shipped to
11 Shell Oil Company in Roxana, Illinois. And it says
12 ship from Mexico, Missouri.

13 A Yes.

14 Q Why would a Detrick product be shipped
15 from Mexico, Missouri?

16 A Because that's where we bought it.

17 Q OK. You had an agreement with the com-
18 pany in Mexico, Missouri that you would sell
19 their product to someone else and they would ship
20 it to whomever you sold it to, is that the way it
21 worked essentially?

22 A There was no written agreement. We
23 purchased against our tile design, and they shipped
24 it to whom we told them to.

1 Q OK.

2 A Those are not insulation products.

3 Q I understand that.

4 A You haven't mentioned it yet.

5 Q Well, excuse me. I merely mentioned it.
6 I just pulled it out at random.

7 A Well, we didn't identify it as a non-
8 insulation, non-asbestos product yet, and I just
9 would like to do that.

10 Q OK, it's done.

11 Do you have any information whether any
12 asbestos products were sold to Shell Oil?

13 A No.

14 Q You don't know? You can't tell one way
15 or the other whether there was asbestos product
16 sold to Shell?

17 A To the best of my information no insula-
18 tion was sold by the materials in this file.

19 Q Well, the file begins after the date of
20 the sale of the Aurora facility.

21 A We have no earlier file.

22 Q So what you are saying then -- and
23 correct me if I am wrong -- is that as of right
24 now you have no information one way or the other

1 as to whether Detrick sold asbestos products to
2 Shell?

3 A When?

4 Q For any time.

5 A Well, since '64 we didn't.

6 Q Well, what if you had a salesman who
7 went to Shell and said, "I will act as an inter-
8 mediary between you and R and I, because we have an
9 agreement with R and I." Would that have been
10 possible?

11 A Remotely.

12 Q If that had happened, there wouldn't be
13 anything in this file, would there, concerning
14 that transaction?

15 A Yes, there would.

16 Q Why?

17 A Because since '64 the sales of all our
18 products were by one man for that plant.

19 Q And that was Otto Jaros, right?

20 A Yes.

21 Q Was Otto Jaros employed by your company
22 prior to '64.

23 A Yes.

24 Q How long has he been with the company?

1 A I don't know his term of service exactly.

2 Q He had been in sales the whole time?

3 A He was in sales most of the time.

4 Q Did he subsequently change his job?

5 A No. I think he was a salesman when he
6 retired.

7 Q Who is R. G. Hay? Do you know? Do you
8 remember him?

9 A I remember Jerry Hay, yes.

10 Q And was he part of the Chicago sales force?

11 A He had a number of jobs. Whether sales
12 was one of them, I'm not sure.

13 Q What was his job as you recall?

14 A AS I recall it, he was more in a service
15 capacity.

16 Q OK. Did you have people that did that, go
17 out and service products for the customers as there
18 were problems?

19 A Yes.

20 Q Would that also apply to the insulation
21 products division?

22 A No.

23 Q OK. Where is Mr. Hay now, do you know?

24 A He is deceased.

1 Q The facility in Mexico, Missouri was
2 called Kaiser Refractories?

3 A At that time.

4 Q OK. They changed their name?

5 A Yes.

6 Q Who is F. P. Merkle?

7 A At the time he was -- let me see the
8 letter.

9 Q This is 1967. There is a copy to Mr.
10 Merkle.

11 A He was sales manager of -- or in the
12 Sales Department of M. H. Detrick.

13 Q Do you know where he is now?

14 A Yes.

15 Q Where?

16 A Galena, Illinois.

17 Q Does he still work for Detrick?

18 A No.

19 Q Do you know who he works for?

20 A He works for himself now.

21 Q Was he with the company back in the
22 fifties?

23 A I forget what his term of service was.

24 Q OK. Who was Walker Meyer?

A A Chicago area salesman.

1 Q Does he still work for the company?

2 A No.

3 Q And is he still alive, to your knowledge?

4 A I think so.

5 Q Where does he live?

6 A The Chicago Suburban area.

7 Q Was he a salesman back in the fifties
8 that you recall?

9 A He was a salesman. Exactly when, I don't
10 recall.

11 Q But he was out of the Chicago office?

12 A Yes.

13 Q Was he ever the manager of the Chicago
14 office?

15 A He was sales manager for -- yes, for
16 Chicago office, Chicago territory.

17 Q OK. If we needed to get in touch with him
18 do you have his telephone number, have access?

19 A Yes.

20 Q Since this litigation has begun have
21 you been contacted by representatives of Combustion
22 Engineering?

23 A Yes.

24 Q OK. Do you recall the name of the

1 representative from Combustion that you dealt with?

2 MR. DAVIDSON: You mean that contacted
3 him?

4 MR. BARON: Yes.

5 THE WITNESS: What was your refined ques-
6 tion?

7 MR. DAVIDSON: I just said, "You meant
8 that contacted him."

9 BY THE WITNESS:

10 A I'm sorry. I have to correct the answer.
11 No one from Combustion has contacted us. Counsel
12 representing Combustion have contacted us.

13 BY MR. BARON:

14 Q OK. Has any action been instituted by
15 Combustion against Detrick?

16 A Yes.

17 Q And where is that action pending?

18 A I think in some Illinois jurisdiction.

19 Q When was the lawsuit filed?

20 A Very recently.

21 Q In the last six months?

22 A Yes.

23 Q And basically what does the action seek?

24 MR. DAVIDSON: I think it was filed in

1 the Stinehart case which you are involved in.

2 MR. BARON: I don't know that I am asking
3 about that. Is that what he is referring to?

4 MR. DAVIDSON: I don't know. Is that the
5 Stinehart?

6 THE WITNESS: That's the third party.

7 MR. DAVIDSON: Yes, is that the third
8 party? I don't know if they ever -- I think
9 they filed it and then the case got settled.

10 THE WITNESS: Maybe there is nothing
11 pending.

12 MR. DAVIDSON: I can't remember if a
13 pleading was filed or not. It was filed just
14 before the case got settled, that I am aware
15 of.

16 BY MR. BARON:

17 Q Was your company ever served with anything
18 to your knowledge by Combustion?

19 A By counsel for Combustion we got served.

20 Q OK. Has any discovery taken place in
21 that case? Any request for materials, or things of
22 that nature taken place in that case?

23 A I'd have to look at our file on the case.

24 Q Do you have someone with the company

1 that's in charge of monitoring all these cases?

2 A To the extent anybody is, I am.

3 Q OK. Of the 1500 cases, do most of those
4 arise out of the Madison County litigation, or do
5 you know?

6 A I don't know what the breakdown is. A
7 lot of them are there. There are some in California
8 and other states, but what the breakdown is I can't
9 recall offhand.

10 Q Are you periodically advised by your
11 carriers as to the status of the claims?

12 A Yes, in some cases.

13 Q Have any of the cases proceeded to trial?

14 A No.

15 Q Have any of the cases been settled?

16 A Yes.

17 Can I also say that some were dismissed?

18 Q And many I am sure have been dismissed, and
19 many more will be dismissed, I'm sure.

20 Now, you have provided to us a document
21 that was put out by NIOSH, or somebody with the
22 government, concerning asbestos hazards. Do you
23 recall that, the one I just looked at a little
24 while ago?

1 A Yes.

2 Q Other than that document, do you have any
3 information whatsoever about the health hazards of
4 asbestos?

5 MR. DAVIDSON: That have been published?

6 MR. BARON: That are published material.

7 BY MR. BARON:

8 Q Do you have any published material other
9 than that one document?

10 A From what kind of a source?

11 Q Any source.

12 A I saw a folder, a pamphlet, from a
13 private source that discussed asbestos precautions
14 that are recommended.

15 Q Well, still in your business, at least
16 over the last ten years or so, you have had to
17 deal with asbestos products, have you not?

18 A Not with the products themselves.

19 Q But the products are used in furnaces,
20 are they not?

21 A Not that contain asbestos, any more.

22 Q When did that stop?

23 A I don't know exactly.

24 Q Do you know who the distributors in

1 Illinois were for Detrick insulation products?

2 A No, I don't offhand.

3 Q Do you have that information in a file
4 somewhere?

5 A I think I might be able to find it.

6 Q Before you received this third party
7 complaint in this case from Madison County, from
8 Combustion Engineering, did you have any notice
9 that Combustion Engineering was planning to make
10 a claim against you?

11 A Yes.

12 Q What notice had you received?

13 A We were approached by counsel for Combustion
14 and informed that some of their asbestos litigation
15 could possibly be traced prior to '64 under
16 our ownership of this factory.

17 Q When did that occur?

18 A I think in the very late seventies or
19 1980.

20 Q And as a result of that contact was any
21 agreement worked out between the two of you?

22 A I think there was such an agreement.

23 Q Was it in writing?

24 A In letter form.

1 Q OK. And do you have possession of a copy
2 of that letter, or your company does, I take it?

3 A I think I could probably locate such.

4 Q Basically what is the agreement?

5 MR. DAVIDSON: Just one moment. I would
6 like to go on the record. I don't know if
7 there is a confidentiality order relating to
8 that or not. I assume there is not, but I
9 want to ask him, because I am not aware of it.
10 I want to speak to my client first.

11 (Mr. Davidson conferred with the
12 witness, off the record.)

13 MR. DAVIDSON: Let me say for the record
14 I will produce that document if there is not
15 a confidentiality by any court or any parties.

16 I will state for the record that I
17 understand it lasted for approximately one
18 year. It's not in force now. And more than
19 that I will instruct the witness not to
20 answer until I see the document and see who's
21 involved in it, and what else.

22 MR. BARON: OK. Well, are you telling him
23 not to testify concerning it?

24 MR. DAVIDSON: Correct, at this time.

1 MR. BARON: All right. Well, we would ask
2 you to review it and then give us your
3 opinion as to whether or not he can release it.

4 BY MR. BARON:

5 Q Has Detrick entered into any indemnity
6 agreements with anyone in these cases, in the
7 asbestos cases, or agreements to share expenses, or
8 anything of that nature in the defense of these
9 cases?

10 MR. DAVIDSON: I am certain it is not
11 intended for other than what may be referenced
12 in the agreement you have there, the sales
13 agreement.

14 MR. BARON: Other than that. I am not
15 talking about the sales agreement.

16 MR. DAVIDSON: I think there is some
17 indemnification language in that.

18 BY MR. BARON:

19 Q (Continuing) I am talking about a liti-
20 gation agreement of some sort that would require
21 indemnity or sharing of expenses, or anything like
22 that, that you are aware of.

23 A Not that I am aware of.

24 MR. BARON: Now, finally, counsel, you

1 have got a very large folder over there of
2 documents. Would you be willing to list
3 what documents are in there by title?

4 MR. DAVIDSON: Yes.

5 MR. BARON: And then you can make the
6 determination whether or not they are privi-
7 leged.

8 MR. DAVIDSON: And further, as I stated, I
9 will be more than happy, anything that I relate
10 or argue that it is privileged, I would show
11 it to the Court for in camera inspection.

12 You have the Sales Agreement. There is
13 the Material Purchase Agreement. I am just
14 going by what is on the title.

15 MR. BARON: That's fine.

16 MR. DAVIDSON: It says Options of Five
17 Acres Vacant.

18 Escrow Instructions.

19 Stockholders and Directors Resolution.

20 Survey by Licensed Illinois Surveyor.

21 Letter of Intention to Sell.

22 Assignment of CB&Q RR Agreement. That's
23 the railroad right of way.

24 MR. BARON: So you believe that's all the
 documents that are contained in there?

1 MR. DAVIDSON: I haven't gone through them,
2 but that's what I understand.

3 BY MR. BARON:

4 Q Finally, I had a question about the
5 historical data concerning your products. We were
6 provided as Exhibit A to the interrogatories a
7 list of products that contained asbestos that were
8 manufactured by Detrick, and it shows the product
9 with the name on it, and then in front of it, it
10 shows an "M" which means manufactured, or a "D"
11 which means distributed. Then "Beginning." I
12 take it, does this mean that the date that it was
13 manufactured was begun? Is that what that was
14 intended to mean?

15 A Yes.

16 Q OK. And then "End." Is that when Detrick
17 stopped manufacturing that product?

18 A Yes.

19 Q Do you know whether these products such
20 as Griptex, et cetera, were manufactured by R and I
21 after the sale? Do you have any knowledge one way
22 or the other?

23 A I believe they were continued to be
24 manufactured for a short while at least.

1 Q OK.

2 How long, by the way, while I am thinking
3 about it, did R and I operate that Aurora plant?

4 A I don't know.

5 Q Is it still in operation today?

6 A I believe so.

7 Q When you went out to that facility
8 looking for records, can you tell me more specific-
9 ally what you did?

10 A I talked to the superintendent in his
11 office and asked him what records were still
12 available from the period of our ownership, and he
13 told me that none were.

14 Q And that ended the inquiry? Was that all
15 that you did while you were there?

16 A That was the substance of the visit. There
17 was nothing there that would help us. Nothing.

18 Q How long did the visit last?

19 A Half an hour.

20 Q Did you view the plant?

21 A I didn't inspect the inside of the plant
22 building. I visited him in a small residential
23 type building which is used as an office, and our
24 records were stored in the basement of that

1 building, which had been flooded a number of times
2 over the years, and the records were destroyed.

3 Q All right. Now, the next one here is
4 Percentage Asbestos, and at the end of the number
5 there is a (C) in parentheses. Do you know what
6 that meant?

7 A I think it refers to the type of asbestos.

8 A Chrysotile?

9 A I believe so.

10 Q Now, the asbestos rope, it's one hundred
11 per cent, and it shows (C) for Chrysotile. Yet the
12 catalog lists it as an Amosite product. Do you
13 know how that (C) got there?

14 A No, I don't.

15 Q Who provided this information, do you
16 know? Who compiled it?

17 A I compiled it from information that I
18 believe came from Combustion Engineering somehow.

19 Q How did it come from Combustion Engineer-
20 ing?

21 A In some papers that we received in connec-
22 tion with some of this litigation.

23 Q Do you receive such documents from time
24 to time from Combustion Engineering?

1 A No.

2 Q When did you receive the documents that
3 permitted you to put this together?

4 A Sometime in the past several years.

5 Q What was the occasion for you to have
6 received it? They just sent it to you without --

7 A I can't recall.

8 Q OK. Sir, would it be fair to say that you
9 have very little recollection about the industrial
10 insulation part of the business at Detrick?

11 A That's right.

12 Q And that you would not be an expert on
13 what products Detrick made and what those products
14 consist of, is that fair?

15 A I wouldn't style myself as an expert, no.

16 Q Would it also be fair to say that you are
17 not an expert at all on where those products were
18 sold?

19 MR. DAVIDSON: Let me object to that ques-
20 tion. By expert, you mean knowledgeable?

21 BY MR. BARON:

22 Q Well, you are not somebody that has a
23 great deal of knowledge, are you, sir, concerning
24 where those products were sold?

1 A No, I am not such a person.

2 Q And would it also be fair to say that
3 based on your testimony previously, that you are not
4 sure you ever saw them being applied, that you are
5 not an expert on the application of Detrick indus-
6 trial insulation products?

7 A No, I am not an expert.

8 Q Do you know anyone who is living today
9 that is an expert on the use of Detrick industrial
10 insulation products?

11 A No.

12 Q Do you know of anyone who is living today
13 that knows a great deal of information about where
14 those products were sold?

15 A I can't tell.

16 Q Do you know of anyone living today that
17 has a great deal of information about the potential
18 hazards that those products present to consumers?

19 A Do I know any such person?

20 Q Yes.

21 A Today?

22 Q Yes.

23 A I don't understand the question.

24 Q OK. Has Detrick, or anyone at their

1 request, done any testing to determine whether the
2 old Detrick products, the industrial insulation
3 products, would have been hazardous to the health
4 of human beings?

5 A No such testing has been undertaken, for
6 the reason that the products aren't available.

7 MR. BARON: I think I'm done. Thank you
8 very much, sir, and I am sorry to take your
9 day.

10 BY MR. BARON:

11 Q Oh, I did have a question. Has anyone
12 asked you to be present at the trial of this par-
13 ticular case?

14 A No, I don't think so.

15 Q If your counsel asks you to be present at
16 trial, will you come?

17 A Yes.

18 Q OK. Do you know when the trial is set in
19 this case?

20 A September 8.

21 Q All right. Is there anything that you
22 plan to testify about at that time that I haven't
23 asked you about?

24 MR. DAVIDSON: You don't have to answer

1 that. That's completely improper.

2 BY MR. BARON:

3 Q Do you know what your area of testimony
4 will be in the case, if it goes to trial?

5 MR. DAVIDSON: Don't answer that.

6 MR. BARON: I am entitled to ask that.

7 MR. DAVIDSON: His area, other than the
8 general area?

9 MR. BARON: Yes, what areas he plans to
10 testify on.

11 MR. DAVIDSON: We haven't discussed it with
12 him yet.

13 MR. BARON: Well, I am entitled to know
14 that information.

15 MR. DAVIDSON: I don't think you are. I
16 think you are entitled to ask him any question
17 you want, but what areas he and I are going to
18 discuss, that he is going to testify about,
19 other than the fact of what you talked about?
20 You can ask specifically whether he has knowl-
21 edge of this or that, but what he is going to
22 testify to, I don't think you are, unless the
23 Judge tells me I'm wrong.

24 MR. BARON: I don't want him to come in

1 and say that he is a certified industrial
2 hygienist who is going to testify on dust
3 concentration

4 BY MR. BARON:

5 Q I mean, are there any areas that we
6 haven't discussed generally that you are going to
7 testify on?

8 MR. DAVIDSON: Well, again, I don't think
9 at this time -- well, let me put it this way.
10 After reviewing the deposition, if there is
11 any area that you haven't covered that occurs
12 to us, we will tell you.

13 MR. BARON: OK, can I have that agreement?

14 MR. DAVIDSON: Fine. I assume we will have
15 the same agreement with your experts.

16 MR. BARON: No, you don't, because you
17 always ask them the question, what do you
18 expect to testify to in this case?

19 MR. DAVIDSON: I haven't deposed any of
20 their experts. I don't know how I could have
21 asked that question.

22 MR. BARON: Well, one of your counsel did.

23 All right. Sorry to take up your
24 afternoon.

1 (Discussion off the record.)

2 MR. BARON: I am going back on the record
3 so I can be sure we have everything inventoried
4 properly and it will be properly attached to
5 the deposition.

6 Plaintiff's Deposition Exhibit Number 1
7 was the Exhibit B to the interrogatories, and
8 it's the Detrick Industrial Insulations Manual,
9 dated copyright 1950.

10 Deposition Exhibit Number 2 is the
11 Detrick Insulations Manual copyright 1960, and
12 is Exhibit C to the interrogatories.

13 Deposition Exhibit 3 is the Insulation
14 Manual dated 1957, and is Exhibit D to the
15 interrogatories.

16 Deposition 4 is my copy of the agree-
17 ment which is in fact nine pages long.

18 Number 5 would be your copy of the
19 agreement, which is much longer.

20 And Number 6 is the -- what is this
21 called -- Material Purchase Agreement.

22 MR. DAVIDSON: I don't believe they are
23 marked.

24 MR. BARON: No, she didn't mark them.

1 OK. Now I am going to give you your --
2 you told me you only had one copy of these,
3 so I am going to give them back to you.

4 MR. DAVIDSON: The originals, yes, right.

5 MR. BARON: You gave her everything that
6 we just listed, and you gave to me as well.

7 MR. DAVIDSON: Right.

8 MR. BARON: If you will provide the
9 reporter with each of those six exhibits.

10 MR. DAVIDSON: Signature is not waived.

11 MR. BARON: All right. Well, let's have
12 an agreement that if it is not signed at the
13 time of trial, that signature then becomes
14 waived.

15 (Deposition concluded.)

IN THE CIRCUIT COURT
FOR THE THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

WAYLAND BRITT)

VS.)

No. 85-L-1005

JOHNS-MANVILLE SALES)
CORPORATION, et al.)

I, JOHN HOSBEIN, hereby certify that
I have read the foregoing transcript of my deposition given at the time and place aforesaid, in the herein-above entitled matter, consisting of pages numbered 1 to 183, inclusive, and I do again subscribe and make oath that the same is a true, correct and complete transcript of my deposition so given as aforesaid, and includes changes, if any, so made by me on the attached errata sheet(s).

DEPONENT.

SUBSCRIBED and SWORN to
before me this _____,
day of _____, 1987.

Notary Public
State of:
County of:

1 STATE OF ILLINOIS)
2) SS.
COUNTY OF C O O K)

3 I, GEORGIA D. BERRY, a Notary Public in
4 and for the County of Cook and State of Illinois,
5 do hereby certify that on August 12, 1987, JOHN
6 HOSBEIN personally appeared before me.

7 I FURTHER CERTIFY that the said JOHN
8 HOSBEIN was by me first duly sworn to testify the
9 whole truth, and that the foregoing is a true and
10 correct record of the testimony so given by the
11 said witness.

12 I FURTHER CERTIFY that the reading and
13 signing of the foregoing deposition were not
14 waived.

15 I FURTHER CERTIFY that I am not related
16 by blood or marriage to the parties hereto, nor to
17 their attorneys, nor am I in any way interested in
18 the outcome of this litigation.

19 IN WITNESS WHEREOF, I have hereunto set
20 my hand and affixed my seal of office this 19th day
21 of August, A.D. 1987.

22
23 Illinois CSR
24 No. 84-474.

Georgia D. Berry
Notary Public, Cook County,
Illinois.
My commission expires 11/30/87.

Ref's Dep Ex 4; 8
8-12-8;

THIS AGREEMENT made this 25 day of November, 1964,
between M. H. DETRICK CO., INC., a Delaware corporation ("Seller")
party of the first part, and REFRACTORY & INSULATION CORPORATION,
a Delaware corporation ("Purchaser") party of the second part,

W I T N E S S E T H:

WHEREAS, The Seller desires to sell and Purchaser desires to
purchase the assets, properties and business of the Seller's
Insulation Division upon the terms and conditions hereinafter
set forth.

NOW, THEREFORE, in consideration of the premises and of the
mutual and dependent covenants hereinafter set forth, the parties
hereto hereby agree as follows:

1. The Seller, subject to the terms and conditions hereof,
hereby agrees to transfer, convey, assign and deliver to
Purchaser through escrow the following assets, properties
and business of its Insulation Division:
 - (a) Approximately three acres of land in Aurora, Illinois,
together with buildings and structures located thereon,
legally described in Schedule A, which also sets
forth all exceptions to title;
 - (b) All machinery, equipment, tools, furniture and fixtures
described in Schedule B;
 - (c) All laboratory equipment described in Schedule C;
 - * (d) All trademarks and trade names listed in Schedule D; and
 - (e) Upon the consummation of the sale, as herein provided,
Seller will also make full disclosure to Purchaser
of the product formulae pertaining to the products
produced by said Insulation Division, which formulae
have been maintained by Seller in notebook form.
Delivery of said notebook material shall constitute
compliance with this provision.

2. Subject to the terms and conditions hereof, and in full consideration for the transfer, conveyance, assignment and delivery referred to in Section 1 hereof, Purchaser shall pay a total purchase price of \$275,000 through escrow at Chicago Title and Trust Company as hereinafter provided.
3. Seller hereby further agrees to transfer, convey, assign and deliver to Purchaser on the closing date, the following:
- (a) All inventory, including raw material, finished and partially finished goods and packaging material, as shown by a physical inventory to be conducted jointly by the parties in accordance with standard procedures at 625 Illinois Avenue, Aurora, Illinois, beginning on April 1, 1964. The unit prices to be paid by Purchaser for such inventory shall be as listed in Schedule E.
 - (b) All unfilled orders as shown on Schedule F.
 - X (c) All purchase orders, contracts and other outstanding obligations of Seller as shown on Schedule G.

Purchaser agrees to pay to Seller on the closing date in full for the inventory to be purchased, as provided in the above subparagraph (a), less the amount of the outstanding obligations of Seller assumed by Purchaser as of the closing date and as above set forth. Purchaser also agrees to assume the obligation to pay for all supplies and materials ordered in the normal course of business by Seller and not included in inventory. The parties agree that the value of vacation benefits earned by employees as of the closing date which are assumed by Purchaser and charged against Seller are in the amount of Three Thousand One Hundred Dollars (\$3,100).

4. Seller agrees to deliver on the closing date to Purchaser:

(a) Such stamped warranty deed, bills of sale and assignments of trademarks and trade names as shall be effective to vest in Purchaser good and marketable title to the property conveyed, free and clear of all liens and encumbrances, except with respect to the real estate the exceptions enumerated in Schedule A and the encroachment referred to in Section 8 hereof, the stamped warranty deed shall be deposited in escrow by Seller; and

X (b) All of Seller's orders, contracts and commitments which are assumed by Purchaser hereunder, with assignments thereof, together with all books, records and other data, including without limitation all its notebooks and other records, including those pertaining to inventions, discoveries and improvements, if any, whether patentable or not, having a direct bearing on the assets and business transferred, conveyed, assigned and delivered hereunder, and simultaneously with such delivery the Seller shall take all such steps as may be requisite to put Purchaser in actual possession and control of such assets and business.

Seller after the closing date shall be permitted access to the books and records delivered by it at reasonable times for any reasonable purpose.

It is likewise understood and agreed that laboratory and other equipment now in said Insulation Division Plant but not included in this sale (and excluded from the schedules) may be left in the buildings conveyed to Purchaser under this

agreement at Seller's risk until removed by Seller but such property shall be removed by Seller no later than August 1, 1964. Upon removal of said property, Seller will leave the laboratory in a safe condition by capping all open gas lines and taping all exposed electrical wiring. Any damage to existing structures caused by Seller in the removal of this equipment shall be repaired by or at the expense of Seller. During the removal of the equipment, Seller shall assume all liability for injury, including death to persons and damages to property caused by or resulting from the fault or negligence of Seller.

5. Seller shall from time to time at Purchaser's request, and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment as may be reasonably necessary or proper more effectively to transfer, convey and assign to and vest in Purchaser, and to put Purchaser in possession of, any property or rights intended to be transferred, conveyed, assigned and delivered hereunder.

6. Seller hereby represents and warrants as follows:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has corporate power to enter into this Agreement and to fulfill all its obligations hereunder, and is duly qualified to do business and is in good standing in the State of Illinois.

(b) The execution, delivery and performance of this Agreement by Seller, and the transfer, conveyance, assignment and delivery contemplated hereby, will be prior to the closing date, duly authorized by Seller's

Board of Directors and stockholders, and Seller agrees prior to the closing date to deliver to Purchaser true and complete copies of the minutes of the meetings of its Board of Directors and stockholders at which such authority was granted, certified by its Secretary.

- (c) All of the buildings and structures transferred, conveyed and delivered hereunder and all machinery and equipment listed in Schedule B are, and on the closing date will be, in normal operating condition and repair, free from any known defects, except such minor defects as do not substantially interfere with the present use thereof in the conduct of normal operations.
- (d) Seller has good and marketable title to all of its properties and assets, real and personal, which are to be transferred hereunder, free and clear of all liens and encumbrances, except as herein referred to. Seller has not received notice of violation of any applicable zoning regulation, ordinance or other law, order, regulation or requirement relating to its Insulation Division operations and, so far as known to the Seller, there is no such violation and the plant and other buildings used by the Seller in such operations conform with all applicable ordinances, codes and regulations.
- (e) The land, buildings, equipment, trademarks and other property described in the schedules hereto constitutes substantially all of the property and assets of Seller used in the business and operations now conducted by its Insulation Division.

(f) All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by Seller directly with Purchaser, without the intervention of any person as the result of any act of Seller, in such manner as not to give rise to any valid claim against either of the parties hereto for a brokerage commission, finders' fee or other like payment. Seller hereby indemnifies the Purchaser against any claim for such commission, fee or payment.

(g) No representation or warranty by Seller, nor any statement or certificate furnished or to be furnished to Purchaser pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading. This paragraph shall not apply to title letters or title insurance issued by Chicago Title and Trust Company or any of its divisions.

(h) Seller has no knowledge of any fact or circumstances and has taken no action which adversely affects the condition, financial or otherwise, or reputation or good will of the Insulation Division of Seller.

7. Seller will indemnify and hold harmless Purchaser against and in respect of:

(a) Any and all claims and liabilities which may be asserted against Purchaser, whether accrued, absolute, contingent or otherwise, on account of the operation by Seller of the property and assets sold hereunder,

other than obligations expressly assumed by Purchaser pursuant to Section 3;

(b) Any and all damage or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of the Seller under this Agreement and from any misrepresentation in or occasioned by any certificate or other instrument furnished or to be furnished by the Seller under this Agreement; and

(c) Any and all claims asserted against Purchaser because of any violation or alleged violation of the Illinois Bulk Sales Law.

8. Seller agrees to deliver to Purchaser as soon as possible a survey of a licensed surveyor showing the real estate to be purchased together with all improvements thereon, which survey shall, with the exception hereafter noted, show no encroachments and that all improvements are located within the property lines and any applicable building lines. Seller has disclosed to Purchaser that the southerly corner portion of the so-called Test House encroaches on Illinois Avenue and this sale is made subject to said encroachment.

9. Seller and Purchaser agree that neither party has made any representation, warranty or covenant not set forth herein, and the representations, warranties and indemnifications of Seller provided for herein shall not be discharged or dissolved upon, but shall survive the taking of delivery of Seller's Insulation Division business and assets by Purchaser and shall be unaffected by any investigation made by Purchaser.

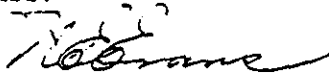
10. Each party may, at its option, waive in writing any and all of the conditions herein contained, to which its obligations hereunder are subject.
11. The parties hereto agree that the sale of the property described in Section 1 of this Agreement shall be through an escrow with Chicago Title and Trust Company in accordance with the provisions of the form of Deed and Money Escrow Agreement attached hereto.
12. The parties hereto agree that real estate taxes and all other proratable items shall be prorated as of the closing date. The proration credit allowed to the Purchaser for general real estate taxes for the year 1963 and 1964 to the closing date shall be adjusted upon receipt of the actual real estate tax bill for the year 1963. The real estate taxes shall be prorated on the basis of the amount of the 1962 taxes.
13. The sale contemplated by this Agreement shall be closed at 10 A.M. on April 3, 1964, which date shall be known for the purpose of this Agreement as the "Closing date".
14. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed first-class postage prepaid:
 - (a) To The Seller: If to the Seller, to Frank Pollen, President, M. H. Detrick Company, 111 W. Washington Street, Chicago 2, Illinois.
 - (b) To Purchaser: If to Purchaser, to James B. Kelly, Secretary, Refractory & Insulation Corporation, 200 Madison Avenue, New York 16, New York.

15. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

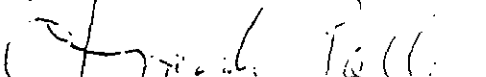
16. This Agreement shall inure to the benefit of and be binding upon the parties named herein as the Seller and Purchaser and their respective successors and assigns, provided that any assignment of this Agreement or the rights hereunder by either party hereto without the written consent of the other party shall be void; nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement in the State of Illinois on the date first above written.

ATTEST:


Secretary

M. H. DETRICK COMPANY

By 
President

ATTEST:


Secretary

REFRACTORY & INSULATION CORPORATION

By 