

VOLUME I
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S T A T E O F C O N N E C T I C U T
Superior Court Department
J.D. of Fairfield at Bridgeport

MILTON CORBETT, JR., Administrator *
for the Estate of MILTON CORBETT, SR., *
VS. *
ACandS, INC., et al. *

SUSAN AUGERI and JUDITH CLARK, *
Co-Executrix of the Estate of *
RAYMOND CLARK, Deceased, *
VS. *
CUMMINGS INSULATION, et al. *

KAREN E. BORAWSKI, Administratrix *
for the Estate of ROBERT MURRAY, *
VS. *
ACMAT CORP., et al. *

DEPOSITION OF RILEY STOKER CORPORATION,
through its designee Harold Riddar, a witness
called on behalf of the Plaintiffs, taken
pursuant to the applicable provisions of the
Massachusetts Rules of Civil Procedure, before
Lorene R. Eppley, CSR #109593, Registered
Professional Reporter and Notary Public within
and for the Commonwealth of Massachusetts, at the
Law Offices of Cetrulo & Capone, Two Seaport
Lane, Boston, Massachusetts, on Wednesday, March
5, 2003, commencing at 2:00 p.m.

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I N D E X

WITNESS: HAROLD RIDDAR

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(Original exhibits retained by Mr. Sweeney)

P R O C E E D I N G S

(Exhibits 1-4 premarked for identification)

HAROLD RIDDAR, Deponent, having first been
duly sworn, deposes and states as follows:

EXAMINATION BY MR. SWEENEY:

Q. Could I just have your name, sir?

A. Harold O. Riddar. I'll spell that.

R-I-D-D-A-R.

Q. Thank you. I just had a chance to meet
you a few moments ago. My name is Bob Sweeney
and I represent three individuals who filed
asbestos lawsuit claims, and one of the
defendants is Riley Stoker or I guess it's known
by a different name right now, but we'll use the
term Riley Stoker, if that's okay.

And I understand you've been produced
as a person most knowledgeable about certain
matters concerning Riley Stoker. Is that your
understanding of why you're here?

A. Yes.

Q. Just as a preliminary matter, I was

1 able to look at a couple of depositions which you
2 gave in the past. The first one was on June 30,
3 1995, and then the second deposition was February
4 6, 2002.

5 Have you given any depositions
6 subsequent to February 6th of 2002?

7 A. No, I have not.

8 Q. And is it still true that you have
9 never testified at a trial proceeding?

10 A. I have not.

11 Q. Okay. Thank you. Have you had a
12 chance at any point to read through the
13 deposition transcript of your February 6, 2002
14 deposition?

15 A. Yes, I have.

16 Q. And I had marked that as Exhibit 3. Is
17 there anything, as you sit here now, that you
18 wish to change or alter in any way regarding what
19 you said at that deposition transcript -- what
20 you said at that deposition?

21 MS. KELLY: I object to the form of
22 that question. It's hundreds of pages and he
23 can't possibly recall every single sentence or
24 line.

1 Q. You can answer.

2 A. As far as I know, not at this point.
3 If I was to fine-comb it, maybe.

4 Q. I'm sorry?

5 A. If I was to fine-comb it, really read
6 it today, maybe.

7 Q. But as you sit there right now --

8 A. I don't think I would change anything.

9 Q. And certainly when you testified in
10 February of 2002, you were attempting to be as
11 complete and accurate as possible at that point?

12 A. I did.

13 Q. Maybe it might make sense to go through
14 some of the material that counsel for Riley
15 Stoker has produced for me today.

16 Now, what I have are a number of
17 documents that I've been through the years been
18 calling contract files, and I just pulled,
19 actually, the first one off the top, and it's
20 entitled Pratt & Whitney, East Hartford
21 Connecticut, Contract No. S-9659.

22 If you could just take a look at that,
23 just for a moment.

24 A. Okay.

1 Q. Is this a particular contract that you
2 personally worked on when you were at Riley
3 Stoker?

4 A. No. That's a Union Iron Works
5 contract, so I was not involved in this. This
6 was long before Union Iron Works became part of
7 Riley Stoker.

8 Q. You worked at Riley Stoker from '53
9 until approximately '79?

10 A. '89.

11 Q. '89, excuse me. And Union Iron Works,
12 approximately when, as far as you know, did it
13 become part of Riley Stoker?

14 A. 1960.

15 Q. Let me actually, then, pull out another
16 contract file that might be easier for me to ask
17 my, sort of, general questions about.

18 You were not involved in any contracts
19 when you worked at Riley Stoker that had to do
20 with Union Iron Works; is that correct?

21 A. Well, after the purchase there was a
22 period there where we carried the Union Iron
23 Works contract, and those contracts generally had
24 two contract numbers; the Union Iron Works

1 contract when the contract was sold and then
2 Riley Stoker for bookkeeping reasons, I guess,
3 added their own number.

4 Q. Actually, it looks like everything I
5 have here is a -- everything that's been produced
6 is a Union Iron Works contract that was performed
7 prior to 1960.

8 A. Yes.

9 Q. Let me back up for a moment then.
10 Could you tell me just very briefly what your job
11 duties were at Riley Stoker, and I know they
12 probably changed over the years?

13 A. Yeah, they changed quite a lot. In
14 1953 I started as a draftsman trainee, and I went
15 through various jobs, grades of drafting, and
16 became a group leader. Sometimes we were called
17 project engineers.

18 I became assistant to the department
19 manager, became department manager, and I retired
20 as chief draftsman of what was then called the
21 design graphics department.

22 Q. As chief draftsman, briefly, what would
23 your day-to-day or week-to-week functions have
24 been?

1 A. Well, as the chief -- I was named chief
2 draftsman two years before I retired,
3 approximately two years. I assisted the
4 department manager, and I also did some
5 troubleshooting for them out in the field, and
6 that is to the best of my recollection. That was
7 basically my position.

8 Q. Am I correct that you're employed or
9 retained as a consultant at this point for a
10 company?

11 A. At this point I work independently.

12 Q. Are you retained on a case-by-case
13 basis by a company?

14 A. By Cetrulo & Capone.

15 Q. Is it your understanding that you're
16 acting as an expert witness retained by Cetrulo &
17 Capone?

18 MS. KELLY: I object to the form of
19 that question. It calls for, I think, a legal
20 conclusion that he's not qualified to render.

21 Q. You can tell me what your understanding
22 is.

23 A. Nobody has told me that.

24 Q. Do you consider yourself working for

1 Cetrulo & Capone or working for the company that
2 Riley Stoker has now become?

3 MS. KELLY: I object to the form of
4 that question. I think Mr. Riddar's production
5 here today in response to your notice answers the
6 question. And, again, I object and state that
7 you're calling for a legal conclusion that this
8 witness is not qualified to render.

9 Q. I'm not going to belabor it, but which
10 is it?

11 A. I work for Cetrulo & Capone.

12 Q. Have they increased your hourly rate?
13 I suppose I should ask: What is your hourly
14 rate?

15 A. I work a split rate.

16 Q. Okay.

17 A. When I'm talking to you, I get \$100 an
18 hour. When I'm not, when I work independently, I
19 charge \$75 an hour.

20 Q. Okay. In connection with the Notice of
21 Deposition that's been filed in this matter, and
22 I'll just ask you to take a quick look at it.

23 A. All right. I've read it. I mean, I've
24 looked at it, but I haven't read it.

1 Q. My question is, and let me see if I can
2 phrase it clearly enough: Have you done any
3 specific investigation concerning any matters or,
4 in particular, jobsite locations specific for
5 this particular deposition that we're here at
6 today?

7 A. I have reviewed the contracts that you
8 have just showed me.

9 Q. Were those contracts that you located
10 and provided to Cetrulo & Capone or contracts
11 that they showed you?

12 A. They were shown to me.

13 Q. At this point, do you have access --
14 question withdrawn.

15 Let me back up for a moment and ask
16 sort of a series of general questions regarding
17 the type of products, boilers if you will,
18 manufactured by Riley Stoker over the years.
19 Okay.

20 Let's say from 1953 to 1960, could you
21 tell me generally what types of products Riley
22 Stoker manufactured?

23 A. Boilers, sometimes called steam
24 generators, fuel burning equipment, stokers,

1 pulverizers, and ball tube mills.

2 Q. I'm sorry?

3 A. Ball tube mills.

4 Q. What are they?

5 A. They are called pulverizers.

6 Q. Is there a difference between a boiler
7 and a steam generating unit, or are those terms
8 used interchangeably?

9 A. Well, the term, as I understand it,
10 steam generating, was somewhat of a larger boiler
11 used by utility companies. It was just -- it was
12 still a boiler, but it was kind of a fancier
13 name.

14 Q. Is a stoker -- well, I'll ask you.
15 What is a stoker?

16 A. It conveys the coal into the boiler.

17 Q. During the 1950, 1960 time frame, did
18 Riley Stoker produce packaged boilers?

19 A. Yes.

20 Q. And what is your definition of a
21 packaged boiler?

22 A. A packaged boiler, as the name implies,
23 was a package. It was completely assembled in
24 the shop and was shipped either by truck, barge,

1 or railroad.

2 Q. And it was assembled -- question
3 withdrawn.

4 At the location where it was to be
5 used, was it installed as a single unit?

6 A. Yes, it was.

7 Q. From reading your prior depositions, am
8 I correct in understanding that you personally
9 were not involved in the development of or you
10 didn't work on packaged boilers; is that correct?

11 A. No.

12 Q. You worked on something called
13 site-erected boilers, or what would be the term?

14 A. That would be a good term.
15 Field-erected boilers.

16 Q. Back to the packaged boilers for a
17 moment, what was the approximate size of the
18 packaged boilers or range of sizes of the
19 packaged boilers that Riley Stoker produced in,
20 say, '50 to '60?

21 A. Well, as far as capacity they could
22 range, you know, from 15,000 pounds of steam an
23 hour up to close to 200,000 pounds of steam an
24 hour, but they had to fit on a railroad car or on

1 a truck or on a barge, so that kept the size
2 limited, but they varied in size. They did not
3 all have the same size. They were tailored to
4 suit the need of the customer.

5 Q. What type of customers would have used
6 packaged boilers in the '50s?

7 A. Industry, schools, maybe hospitals,
8 colleges.

9 Q. Did Riley Stoker ever produce any
10 packaged boilers that could be or were intended
11 for residential use?

12 A. Not that I know of.

13 Q. As far as you know, were all the
14 boilers produced by Riley Stoker steam boilers as
15 opposed to hot water boilers?

16 A. Yes. Well, are we talking about
17 superheated steam? Steam, you know, you get into
18 an area here where you had boilers that were what
19 we called saturated boilers, where the pressure
20 of the boiler and the temperature go in up to a
21 certain point. Depending on the pressure, you
22 have a certain steam temperature.

23 Once you exceed that, you get into the
24 superheater range, and that's where we have steam

1 that is a lot hotter than what you have in the
2 saturated range.

3 Q. I guess I was using it in a much more
4 simplistic sense. I was using hot water, or
5 boilers producing hot water, to be the type of
6 boiler that one would use in a small commercial
7 establishment, in a residential home, things
8 along those lines.

9 A. I think you confused me a little bit.

10 Q. Okay.

11 A. Because feed water to any boiler is
12 well above hot water, it's in the 300 degree
13 range, and as it goes through the boiler it's
14 going to come out perhaps 600 degrees or higher.
15 The utility boilers built in 1970 were producing
16 steam at 1005 degrees.

17 Q. When you say "utility boilers," are you
18 talking about boilers used by utility companies,
19 power companies?

20 A. That is correct.

21 Q. Could you describe for me, generally,
22 the type of field-erected boilers that you worked
23 on?

24 A. Could you be a little bit more

1 specific?

2 Q. Sure. For what purpose would a
3 customer have used a field-erected boiler?

4 A. For processing in their product,
5 whatever. Let's assume that we sold a boiler to
6 a paper-making company. They would probably use
7 process, what we call process steam.

8 Then there were other industrial
9 boilers that were used for bigger companies that
10 liked to generate their own electricity. These
11 boilers would probably be at a higher pressure
12 and a higher steam temperature. It would have a
13 superheater with the boiler that would drive the
14 turbine, generator.

15 Q. Now, could you describe for me the
16 procedure that Riley Stoker had in place from '53
17 through '80 concerning the production of
18 field-erected boilers?

19 And by that I mean what role did the
20 customer play, what role did Riley Stoker play in
21 the development of the appropriate type of boiler
22 to be used?

23 MS. KELLY: Object to form.

24 A. As I understand it, all the boilers

1 that Riley built were built to contract
2 specifications. The customer would let it be
3 known or the ultimate user would let it be known
4 that they required a boiler, and Riley Stoker
5 would not be the only boilermaker that would bid
6 on that job.

7 All our work was done on contract.
8 Consequently, Riley Stoker bid, made a proposal,
9 made a price, and submitted it to either the
10 consultant engineer or the owner.

11 Q. When you say the customer or the --
12 I'll use the term customer, would specify what it
13 wanted, what the use of the boiler was, what the
14 purpose of the boiler was, what it was going to
15 do, is that what you're talking about?

16 A. Yes.

17 Q. Would Riley Stoker then, if it was
18 awarded the contract, then design the appropriate
19 boiler to meet the needs as specified by the
20 customer?

21 A. Yes.

22 Q. So, the actual design of the boiler, as
23 you've testified before in the other depositions,
24 was actually done by Riley Stoker's employees?

1 A. Yes.

2 Q. Just out of curiosity, in 1950 to 1970,
3 who would you have considered to be competitors
4 of Riley Stoker in the Northeast?

5 A. Well, there's several companies, and
6 the larger companies that come to my mind is B&W,
7 Babcock & Wilcox, Combustion Engineering, Foster
8 Wheeler, Riley Stoker, Zurn Industries.

9 MR. COLWELL: Can you spell that for
10 me?

11 THE WITNESS: Zurn, Z-U-R-N.

12 A. There were others as well that I can't
13 think of right now.

14 Q. Riley Stoker didn't -- question
15 withdrawn.

16 Did Riley Stoker produce any type of
17 boilers or heating units or any piece of
18 equipment to be used in a marine setting, on
19 ships?

20 A. No.

21 Q. With the field-erected boilers, was it
22 Riley Stoker's -- part of its contract to
23 actually build or erect the boiler at the
24 jobsite?

1 A. Sometimes.

2 Q. And if Riley Stoker was not erecting it
3 in the field at the jobsite, who did it?

4 MS. KELLY: Object to form.

5 A. Well, the customer would sometimes
6 select their own erector.

7 Q. If the customer selected their own
8 erection company, did Riley Stoker send
9 representatives to the field to supervise the
10 construction of the boiler?

11 MR. COLWELL: Objection to form.

12 A. Yes, they did.

13 Q. In the design and construction of its
14 boilers from 1953 through 1972, did Riley Stoker
15 use asbestos-containing gaskets and
16 asbestos-containing packing in its boilers?

17 MS. KELLY: Object to form. Not
18 limited in scope as to time and type.

19 MR. SWEENEY: Well, from '53 to '72.

20 MS. KELLY: It's overbroad.

21 A. The way we specified insulation on the
22 boiler was high-temperature block insulation,
23 intermediate-temperature block insulation, and
24 mineral wool. That's the way our requisitions

1 were written, and that's the way the requisitions
2 went to the purchasing department.

3 In the case of gaskets, we used
4 standard material that was on the market, you
5 know, from various gasket suppliers, sometimes
6 indicated by their designations.

7 No, we did not always specify asbestos,
8 and we never did in the way of -- I should not
9 say never, but we very seldom specified
10 insulation by a specific content of asbestos.
11 And in the way of gaskets, we used asbestos
12 gaskets because there was no other material on
13 the market that would satisfy the conditions.

14 Q. Now, the high-temp insulation,
15 intermediate-temp insulation, and the mineral
16 wool insulation, you're characterizing that as
17 thermal insulation; is that correct?

18 A. That's correct.

19 Q. And that is insulation, in laymen's
20 terms, that would have gone on the outside of the
21 boiler, am I correct?

22 MS. KELLY: Objection.

23 A. Not always. It went on the outside of
24 the boiler tubing, but it was most of the time

1 covered by casing, what we call casing, which was
2 a ten-gauge steel plate.

3 Q. And at times Riley Stoker also used
4 asbestos millboard, did it not, in its
5 construction of the boilers?

6 MS. KELLY: Objection to form.
7 Overbroad.

8 A. In what we called the MH, the packaged
9 boilers, we used that.

10 Q. And in constructing the boilers, there
11 was also piping associated with these
12 field-erected boilers, was there not?

13 MS. KELLY: Object to form. No
14 foundation, overbroad, not limited in time
15 period.

16 A. Some piping.

17 Q. And you have testified previously that
18 Riley Stoker would specify the use of calcium
19 silicate to insulate that piping; is that
20 correct?

21 MS. KELLY: Objection.

22 A. Yes.

23 Q. And calcium silicate, I believe you
24 testified previously, would appear to be the

1 half-moon shape, hard, preformed insulation?

2 A. Yes.

3 Q. Now, the gaskets and the packing, when
4 you worked at Riley Stoker from 1953 to 1972, I
5 think you testified previously that you realized
6 that in many instances the gaskets and packing
7 were asbestos-containing products; is that
8 correct?

9 MS. KELLY: Objection.

10 A. Some of them, yes.

11 Q. Could you describe for me with a
12 field-erected boiler, just very generally, I know
13 it's a general question, where one would have
14 used gaskets?

15 A. Manholes in the main steam drum and
16 handholes in the headers.

17 Q. How many headers -- more than one
18 header on a boiler?

19 A. There would be upward side water wall
20 headers and lower side water wall headers, so on
21 each side of the boiler you had several headers.

22 Q. Now, was there also packing used in
23 these boilers?

24 MS. KELLY: Object to form. Not

1 limited in scope, time.

2 A. There could have been packing.

3 Q. Where would packing, in general terms,
4 have been used in a boiler?

5 A. Where you had penetration of the steel
6 casing, you would probably have a packing ring.

7 Q. I'm just going to back up for a moment
8 to that gasket material. Did you say it was used
9 around a manhole cover?

10 A. Yes. The boiler would have what we
11 called the main steam drum. This drum was big
12 enough to have a manhole; in other words, man
13 could get in.

14 Q. To fix it or look at it, whatever?

15 A. Whatever. And this had a gasket on it.
16 When you sealed it, it swung to the inside of the
17 drum, and the pressure of the boiler closed it
18 against the gasket. Now, this was shipped to the
19 field with a gasket in there.

20 Q. And if packing was used in a particular
21 boiler, would that also have been shipped to the
22 field with the packing in place?

23 A. Sometimes.

24 Q. What type of instances can you think of

1 where the packing would have to be used or
2 inserted in the field?

3 A. Packing in the old-type boilers
4 probably could have been used where the steam
5 drum penetrated the outside casing on a boiler.
6 To seal it, it may have been used around the
7 steam drum.

8 Q. Have you ever been on a jobsite while a
9 boiler has been erected?

10 A. Yes.

11 Q. Now, there were certain -- question
12 withdrawn.

13 With certain contracts Riley Stoker
14 would supply, for a field-erected boiler, the
15 thermal insulation; is that correct?

16 MS. KELLY: Object to form.

17 A. Yes.

18 Q. And under certain contracts Riley
19 Stoker would not only supply the thermal
20 insulation material, but also have its employees
21 install it; is that correct?

22 MS. KELLY: Object to form.

23 A. Sometimes. That was -- the labor was
24 contracted in the field. They were not employees

1 of Riley Stoker as such. They came -- you know,
2 if it was a union contract, the laborer came from
3 the union hall.

4 Q. By that you mean that if Riley Stoker
5 had a contract to erect a boiler and you needed a
6 boilermaker and the boiler is in Providence
7 College, as an example, you would go down to the
8 union hall in Providence and get a boilermaker?

9 MS. KELLY: Object to the form and the
10 identification of a site as not being relevant to
11 these cases.

12 A. Well, normally, if it was a union
13 contract, you would go to the union hall and get
14 all your labor from the union hall, unless you
15 wanted to have a strike on your hands.

16 Q. Now, when you -- question withdrawn.

17 I believe you testified earlier today,
18 and I know you've testified in the past, that
19 with the high-temp insulation, you did not
20 specify the type of high-temp insulation; is that
21 correct?

22 A. No. We specified it on the drawings
23 and on the requisitions as high-temperature block
24 insulation.

1 Q. But somebody at Riley Stoker would take
2 the requisitions and actually order and obtain
3 the high-temp insulation; is that correct?

4 MS. KELLY: Objection.

5 A. Yes. The purchasing department would
6 purchase the insulation.

7 Q. And the purchasing department had a
8 list of approved vendors, did they not?

9 MS. KELLY: Objection.

10 Q. Is that correct?

11 A. Yes.

12 Q. And I think you've testified in the
13 past that some of the approved vendors that you
14 knew of were Johns-Manville, Eagle-Picher, Carey
15 Canada; is that correct?

16 A. That's correct. There were others as
17 well.

18 Q. Right. I know you've testified
19 previously that you personally did not know prior
20 to '72 that the thermal insulation products
21 contained asbestos. Is that still your
22 testimony?

23 A. That's still my testimony.

24 Q. But you obviously are not and cannot

1 testify as to whether other individuals at Riley
2 Stoker, prior to 1972, knew or didn't know the
3 content of high-temp insulation?

4 MS. KELLY: Objection.

5 A. I can express an opinion, because I
6 personally don't think that anybody knew, and by
7 that I mean the people that worked with the
8 insulation. If they knew, I guess they wouldn't
9 have worked with it. It was not common
10 knowledge, put it that way.

11 Q. And again, I want to make sure I'm
12 clear. I'm not asking whether it was common
13 knowledge whether working with asbestos was
14 hazardous prior to '72.

15 All I'm asking is whether you know or
16 whether you have an opinion as to whether other
17 individuals at Riley Stoker knew that the thermal
18 insulation, the high-temp thermal insulation, was
19 asbestos-containing prior to '72?

20 MS. KELLY: Objection. Calls for
21 speculation. Don't guess, Harold.

22 A. I can't speak for anybody else.

23 Q. So, your testimony regarding the fact
24 that you didn't know that high-temp insulation

1 contained asbestos is simply your own personal
2 knowledge?

3 A. I think I said that we didn't know, as
4 an engineering department, and the people that
5 worked, prepared the insulation drawings, we
6 specified it as high temperature, intermediate,
7 or mineral wool. We never questioned its
8 content. We didn't run any chemical analysis.
9 That was industry standard, high-temperature
10 block or intermediate-temperature block.

11 MS. KELLY: You've answered the
12 question, Harold.

13 Q. You don't know what the requisition
14 department, for example, at Riley Stoker knew or
15 didn't know concerning the asbestos content of
16 the high-temp insulation, do you?

17 MS. KELLY: Objection. The question
18 has been asked and answered at least three times
19 now.

20 A. The requisition department worked in
21 the engineering department where I worked, and
22 they knew, I guess, what I knew.

23 Q. Okay. I won't belabor it. Do you
24 recall the names of any vendors or manufacturers

1 of gasketing and/or packing material used by
2 Riley Stoker, say, from '53 through '72?

3 A. Yes. Johns-Manville, Flexitallic,
4 Spirotallic, K-Sarge, Garlock.

5 Q. A.W. Chesterton, do you know if they
6 ever supplied any gasketing or packing material
7 that Riley Stoker used in its boilers?

8 A. We used that in thermal couple glands
9 in such small quantities that I would say that
10 the quantities used of that type of insulation or
11 packing would be maybe a cupful. The glands were
12 no bigger than that. That had a small gasket in
13 it.

14 Q. That might have been supplied or was
15 supplied at times by Chesterton?

16 A. I believe it was. A thermal couple --

17 MS. KELLY: You've answered the
18 question.

19 Q. What is a thermal couple?

20 A. It measures the temperature of the
21 inside of the boiler.

22 Q. Is it your belief that Riley Stoker has
23 records of all the locations where it supplied
24 field-erected boilers, say, from 1940 through the

1 present?

2 A. Yes.

3 Q. Does Riley Stoker also have records of
4 where or to whom it sold packaged boilers from
5 '40 through the present?

6 A. Yes.

7 Q. So, it's your belief or your
8 understanding that Riley Stoker, during that
9 period of time that I just mentioned, essentially
10 knows wherever it sold a boiler and to whom it
11 ever sold a boiler?

12 MS. KELLY: Object to the
13 characterization. The question has been asked
14 and answered.

15 Q. Is that your understanding?

16 MS. KELLY: Objection.

17 A. Yes.

18 Q. Did the packaged boilers also have
19 gaskets and packing as well as field-erected?

20 MS. KELLY: Objection. Overbroad.

21 A. Gaskets, yes.

22 Q. Would a packaged boiler also have had
23 the insulation, either high-temp, intermediate,
24 or mineral wool?

1 MS. KELLY: Objection as to form.

2 A. Yes, I believe they did.

3 Q. Did Riley Stoker ever produce or
4 manufacture any jacketed boilers?

5 A. By "jacketed boilers," can you describe
6 that to me, what you mean by "jacketed boiler"?

7 Q. A boiler where it would have an outside
8 metal casing and there would be some type of
9 insulation that attached the inside of the
10 casing, which would then have been placed on or
11 over the actual heating element itself?

12 A. Yes. All our boilers were covered by a
13 steel casing. Now, depending on what period
14 you're talking about, the early boilers had brick
15 settings, and on the outside of the brick setting
16 there was a steel casing. The construction of a
17 boiler has changed quite a bit over the years.

18 Q. Did Riley Stoker use refractory
19 materials in its field-erected boilers?

20 A. Yes.

21 Q. From the 1950 through 1972 time period,
22 did Riley Stoker design or produce any
23 field-erected boilers that would not have used
24 refractory material?

1 A. I can't say that, but the quantities of
2 refractory with the introduction of the membrane
3 walls of a boiler, the use of refractory was
4 reduced to very, very small quantities.

5 Q. And as the years -- question withdrawn.

6 Am I correct in understanding that
7 there would have been more refractory material
8 used by Riley Stoker in 1940 than in 1970?

9 A. Yes, I would believe that to be true.

10 Q. And that would be true essentially for
11 any boiler manufacturer?

12 A. Yes.

13 Q. In a general sense, why would Riley
14 Stoker have a supervisor at the jobsite where the
15 field-erected boiler was installed?

16 A. Well, he was there to oversee that
17 everything was put in its right place, see to it
18 that it was correctly installed.

19 Q. Did Riley Stoker have any aftermarket
20 program at any point in time that you worked
21 there?

22 MS. KELLY: Object to form and use of
23 the term "aftermarket."

24 A. If the customer came back and asked us

1 to supply tubing or whatever, Riley would respond
2 to that.

3 Q. Did Riley maintain a warehouse or
4 storehouse of material or items, boiler
5 components, that it would attempt to sell to
6 customers subsequent to the installation of a
7 boiler?

8 MS. KELLY: Object to form. Not
9 limited in scope.

10 A. Not that I know of. I may add that --

11 MS. KELLY: You've answered the
12 question, Harold.

13 Q. What were you going to add?

14 A. Every boiler is different. You cannot
15 store parts to fit all the boilers.

16 Q. Is this because the boilers designed
17 and manufactured by Riley Stoker were at least
18 somewhat unique to the customer and the purpose
19 that the customer was using it for?

20 A. That's right.

21 Q. So, in that sense, different than a
22 company such as Weil-McLain, which made
23 residential boilers; is that --

24 MS. KELLY: Object to form. Calls for

1 speculation.

2 A. I'm not familiar.

3 Q. Do you know at what point in time Riley
4 Stoker ceased using asbestos-containing gaskets
5 in its manufacture of its boilers?

6 A. In the '80s, I believe.

7 Q. And I think you testified that you
8 personally became aware of the potential hazards
9 of asbestos-containing products when you looked
10 at, almost by accident, when you looked at an
11 OSHA publication at some point in the '70s?

12 MS. KELLY: Object to form.

13 A. Yes.

14 Q. Do you know if Riley Stoker at any
15 point in time provided any cautions or warnings
16 or material of any type concerning the hazards of
17 asbestos to its customers or to individuals
18 working with the product?

19 MS. KELLY: Object to form.

20 A. We did not make asbestos products as
21 such or asbestos gaskets. We used gaskets and
22 insulation in conjunction with our boilers. We
23 were there to build boilers, and we bought the
24 safest and the best material that you could buy

1 to make a reliable product.

2 Q. So, is the answer no, Riley Stoker, to
3 your knowledge, never provided any warnings or
4 cautions with its products?

5 MS. KELLY: Objection to form. That's
6 not what he said. Objection to form.

7 Q. Well, let me ask you directly.

8 A. I haven't seen any warnings before
9 1972.

10 Q. Have you seen any warnings after '72?

11 A. Yes.

12 Q. That Riley Stoker provided?

13 A. Yes.

14 Q. And could you tell me about those?

15 A. Well, following the OSHA regulations
16 that were published in 1972, I believe, Riley
17 Stoker stopped using asbestos-containing
18 material, except for the gaskets. You couldn't
19 buy gasket material that would do the job.

20 I mean, you're dealing with flange
21 gaskets. You have steam at 1,000 degrees. Do
22 you realize what it would do to anybody that came
23 close to that in a failure of gasket material?
24 Steam at 1,000 degrees will cut you in half.

1 Q. I understand that and I'm really not
2 trying to be argumentative, and I want to end it
3 relatively quickly. Again, my question is very
4 simple, and there might be a reason for whatever
5 occurred or didn't occur.

6 My question is simply: Subsequent to
7 1972, did Riley Stoker itself, as a company,
8 provide any warnings or cautions with its
9 products, with its boilers, concerning the use of
10 the asbestos gaskets in the boilers?

11 MS. KELLY: Objection.

12 A. I am not totally aware of what went on
13 in the entire company, so I can't answer that
14 question with any certainty.

15 Q. Have you seen any warnings or cautions,
16 either while you worked for Riley Stoker or
17 subsequent when, I guess, you're a consultant for
18 Cetrulo & Capone, which has to do with warnings
19 or cautions that Riley Stoker at any point may
20 have provided to anyone?

21 MS. KELLY: Objection to form. Mr.
22 Riddar didn't say he was a consultant.

23 A. We were supplying boilers. You know,
24 our main purpose was not to furnish insulation or

1 gaskets. We never fabricated, mined, or whatever
2 asbestos. These materials were supplied to us.

3 MS. KELLY: You've answered the
4 question, Harold.

5 Q. At the risk of being argumentative, am
6 I correct in assuming that you have never seen,
7 at any point in time, any warnings or cautions
8 that Riley Stoker gave to anyone concerning the
9 use of asbestos?

10 MS. KELLY: Objection.

11 A. Personally, no.

12 MS. KELLY: Bob, could I take a break?

13 MR. SWEENEY: Oh, sure.

14 (Off the record, 2:51-3:02)

15 MR. SWEENEY: Back on the record.

16 * Q. Would you agree that Riley Stoker first
17 learned that asbestosis could be caused by
18 breathing asbestos fibers back in 1948?

19 MS. KELLY: Object to the form. No
20 foundation. It calls for a medical opinion that
21 this witness is not qualified to render.

22 A. I would agree to that.

23 Q. You would agree to that?

24 MS. KELLY: Object to form.

1 A. Yes.

2 Q. Thank you.

3 MS. KELLY: Would the reporter read the
4 question back, please. I want to make sure that
5 the witness heard the question and understood the
6 question that was being put to him. Harold,
7 listen to the question.

8 MR. SWEENEY: Just for the record, I
9 should state that he has testified to that
10 previously, and I don't think he's going to
11 change his testimony.

12 (* Question read back, Page 37)

13 MS. KELLY: And I'll again object to
14 the form of the question.

15 Q. And is your answer yes?

16 MS. KELLY: It calls for a medical
17 opinion that this witness isn't qualified to
18 answer.

19 A. I really don't know what Riley Stoker
20 learned.

21 Q. You know that in 1948 Riley Stoker had
22 a workers' comp claim filed against it by an
23 individual who indicated that he had suffered or
24 had sustained asbestosis from breathing in

1 asbestos fibers, and you were made aware of that,
2 were you not, back in February of 2002 at your
3 deposition?

4 A. Yes.

5 Q. And in your deposition, and I'm going
6 to show it to you in a moment, and again this has
7 been marked as Exhibit 3.

8 At Page 70 and 71, you were asked,
9 Question: "Well, with that understanding in
10 place, based upon the documents that I put in
11 front of you, would you agree with me that you
12 would tell Riley Stoker that the date that Riley
13 Stoker should put down when asked, When did you
14 first learn asbestosis could be caused by
15 inhalation of asbestos fibers, would be 1948, the
16 date of the first document I showed you?"

17 And you answered yes. Is that still
18 your testimony?

19 MS. KELLY: If you're going to ask him
20 a question about his prior testimony, then show
21 him the testimony.

22 MR. SWEENEY: Sure. No problem
23 whatsoever.

24 Q. On Page -- You can obviously look at

1 whatever part you would like.

2 MS. KELLY: I would object to this line
3 of questioning. His testimony is what it is. If
4 you want to ask questions about the comp claim,
5 you've got the documents there, you can ask him.

6 MR. SWEENEY: I thought that's what I
7 tried to do at the beginning. Do you want me to
8 show it to him? Do you want him to look at it?
9 I would be happy to show him what I just read or
10 any other part of it.

11 MS. KELLY: If you have a question
12 about a workers' compensation claim, why don't
13 you ask him about that.

14 Q. My question is, sir: Is your testimony
15 that I just read to you, and you're free to look
16 at it, is that still your testimony today? And
17 it's approximately where my finger is.

18 MS. KELLY: I object to the form of
19 that question. Can you tell me which page and
20 line you're referring to?

21 MR. SWEENEY: Sure. I thought I did
22 before. It's 70, 71, and I can't see the line
23 from where I'm sitting, but it's right where my
24 finger is.

1 MS. KELLY: I would object to that. If
2 you want to ask him today about documents, then
3 ask him today about documents. I don't think
4 it's fair to ask him a question based on
5 documents that he doesn't have in front of him
6 today. I mean, a reading exercise is a reading
7 exercise. I object to the form of the question.
8 What is the question?

9 MR. SWEENEY: I appreciate that.

10 Q. My question is: Is that still your
11 testimony today?

12 MS. KELLY: Is what still his
13 testimony?

14 MR. SWEENEY: What I gave at the lines
15 I just read, Nancy.

16 A. Well, let me answer it this way. That
17 workmen's compensation was placed in front of me.
18 It was the first time I saw it. I had no
19 previous knowledge of it. It was put in front of
20 me during my deposition. And that, at that time,
21 was my answer.

22 Q. Thank you. Now --

23 A. Riley Stoker built thousands of
24 boilers, and one claim against Riley Stoker, I

1 guess, wasn't really that Riley Stoker could draw
2 a conclusion from that, you know, one case
3 against thousands of boilers.

4 Q. There was a second case in 1957, also,
5 wasn't there? A second workers' comp case?

6 A. I'm not sure of that.

7 Q. And there was also a memo or a letter
8 from Michigan Mutual Insurance Company in '57?

9 A. I have no knowledge of that.

10 Q. When did you first begin consulting
11 work for Cetrulo & Capone in relation to Riley
12 Stoker?

13 MS. KELLY: Objection. I don't think
14 that's what he said.

15 Q. Let me ask you a different way. When
16 did you first -- when you were first contacted
17 concerning providing testimony or expert analysis
18 or expert investigation concerning Riley Stoker
19 in asbestos litigation?

20 A. I can't recall, but if I was to
21 estimate it, it would probably be back in late
22 1987 or in the late '80s, maybe around 1987.

23 * Q. Okay. And I think, as you just
24 testified, the attorneys for Riley Stoker never

1 showed you that 1948 comp claim at any point in
2 time prior to February 6th of 2002, correct?

3 MS. KELLY: I object to the form of
4 that question. Could I hear the question again,
5 please.

6 (* Question read back)

7 MS. KELLY: Objection. That question
8 does not phrase at all what he just testified to.

9 Q. Were you shown the 1948 comp claim
10 prior to February 6th of 2002 by any attorneys
11 representing Riley Stoker?

12 A. No, I was not.

13 Q. As a matter of fact, you were first
14 shown that by an attorney from Texas, were you
15 not, representing plaintiffs?

16 A. Yes.

17 Q. Subsequent to 1972 when you indicated
18 that you became aware that asbestos thermal
19 insulation products could be hazardous based on
20 your review of some OSHA regulations, subsequent
21 to that time, do you have any knowledge as to
22 whether Riley Stoker provided any warnings or
23 letters or material to customers of Riley Stoker
24 for boilers which had been installed prior to

1 1972?

2 MS. KELLY: Object to form.

3 A. I worked in the engineering department,
4 and my knowledge outside of that is limited.

5 Q. So, am I understanding correctly, you
6 don't have any knowledge of what I just asked
7 you?

8 A. Let's put it this way, I don't know.

9 Q. You don't know is another way of
10 putting it. Fair enough.

11 Do you know whether Riley Stoker
12 advertised in a magazine called "Power"?

13 A. Yes, I believe they did.

14 Q. In the engineering department, while
15 you worked at Riley Stoker, do you ever recall
16 seeing "Power" magazines in the department?

17 A. Yes.

18 Q. Was that something that an engineer in
19 the field that you were in would be interested in
20 at least perusing?

21 A. Yes.

22 Q. To your knowledge, is there anyone that
23 worked in the requisition department at Riley
24 Stoker still alive? And again, let me put a time

1 frame on it. That worked in the requisition
2 department prior to 1975.

3 A. I don't think there is anybody alive
4 today. Not that I know of. I think the last one
5 died a couple of years ago.

6 Q. Thank you. Do you know what trade
7 organizations Riley Stoker belonged to from 1950
8 to 1980?

9 A. I know they belonged to the American
10 Boilermakers Association. I've seen a plaque in
11 a lobby. That is about the extent of my
12 knowledge on that point.

13 Q. And to your knowledge, from 1953 while
14 you worked there through '89, did Riley Stoker
15 ever do any air quality type testing at any of
16 its manufacturing facilities?

17 MS. KELLY: Objection.

18 A. Not that I know of. They may have, but
19 I have no knowledge of it.

20 Q. Again, at that same time period while
21 you worked at Riley Stoker, are you aware of
22 Riley Stoker doing any air quality monitoring
23 studies at the jobsite where the field boilers
24 were erected?

1 A. I have no knowledge of that.

2 Q. Did Riley Stoker have a safety
3 department during the period of time that you
4 worked there?

5 A. I think they had one person that
6 handled it. My contact with him was in the
7 office concerning file cabinets and that they
8 were properly anchored to the floors. I have no
9 knowledge of what went on in the field.

10 Q. You worked at the Worcester facility?

11 A. Yes.

12 Q. What other facilities from '50 to '80
13 did Riley Stoker have?

14 A. Well, they had facilities in -- we had
15 fabricating facilities in Cornwall Heights,
16 Pennsylvania. With the purchase of Union Iron
17 Works in 1960, we had fabricating facilities in
18 Erie, Pennsylvania. Once that was up and going,
19 the Cornwall Heights, what we called the Baden
20 House shop, closed. B-A-D-E-N.

21 In 1969 the Scam Corporation, Skokie,
22 Illinois, bought Riley Stoker, and that gave us
23 fabricating facilities at what we called the
24 Riley Beaird plant. That was in Shreveport,

1 Louisiana, I think. And also the Abbott Heat
2 Exchanger, which became the Riley Southwest.

3 Previous to that, at the beginning of
4 the -- at the birth of the company, back in the
5 1920s, there were several foundries bought in the
6 early '20s, like Murphy Iron Works and United
7 Machinery Foundry. There was one other company,
8 but this was in the early '20s. The name of the
9 company was changed in 1925 to Riley Stoker.

10 Q. I think you said in '69 -- what was the
11 name of the company that purchased Riley Stoker
12 that you just mentioned?

13 A. Scam Company, Skokie, Illinois.

14 Q. Prior to that corporate transaction, I
15 would like to get an idea as to, in your opinion,
16 approximately how many employees Riley Stoker
17 had? And I'm not talking about union guys you
18 might hire to erect a boiler someplace, but do
19 you have any idea as to how many employees Riley
20 Stoker might have had?

21 MS. KELLY: What time period are we
22 talking about?

23 MR. SWEENEY: Prior to that '69
24 purchase. Say '68.

1 A. Well, the company grew over the years,
2 so it's pretty hard for me to put an exact figure
3 on that. You know, it varies. It varied with
4 the contracts.

5 Q. With the economy?

6 A. And with the economy, you know. I can
7 tell you this, in the Worcester office, when we
8 were back in the '70s, we probably had 300 people
9 in the Worcester office.

10 Q. How about in the '60s at Worcester,
11 more or less?

12 A. In the '60s it would have been less.

13 Q. Do you have any idea as to whether
14 Worcester would have been the largest facility
15 that Riley had?

16 A. Office, yes. There was no
17 manufacturing in Worcester, so that would make
18 them the largest office.

19 Q. So, there was no manufacturing in
20 Worcester?

21 A. No.

22 Q. Are you aware of -- question withdrawn.

23 The time period of 1953 through 1980,
24 are you aware of any medical monitoring by Riley

1 Stoker of any of its employees for any type of
2 respiratory illnesses?

3 A. I have no knowledge of that. That
4 wouldn't be done in the office, and it was not an
5 engineering concern.

6 Q. Did Riley Stoker have any type of
7 medical director, again, from '50 through '85?

8 A. Not that I know of.

9 Q. And you never saw any employees being
10 given chest x-rays or being sent for chest x-rays
11 that you're personally aware of?

12 A. Not that I know of.

13 Q. If I could just go back to Contract No.
14 S-9659, Pratt & Whitney, East Hartford, and I
15 realize you told me before that this was a Union
16 Iron Works contract?

17 A. Yes.

18 Q. But the specifications or blueprints
19 that I've just opened up, I just want to ask you:
20 In general, is this similar to the type of
21 engineering drawings that you would have
22 participated in in your work for Riley?

23 MS. KELLY: Objection to form. Not
24 limited in scope and time.

1 A. What we're looking at here is what we
2 call a baffle. It's the inside of a boiler. And
3 it appears to be from what we call a four-drum
4 boiler. As far as I know, Riley Stoker -- this
5 is Union Iron Works. I never worked at Union
6 Iron Works, so by that measure, I guess, I never
7 would have made a drawing typical or like this
8 one.

9 Q. I guess what I'm driving at is that
10 drawings of this general type would have been
11 things that you would have been involved with;
12 not this particular drawing, but drafting like
13 this?

14 A. A boiler draftsman would prepare
15 drawings similar to that one.

16 Q. Okay. You can see my knowledge of
17 engineering is very limited. The engineering
18 department at Riley, when you worked there, could
19 you just sort of walk me through how the
20 engineering -- let me start again. I'll withdraw
21 that question.

22 Could you just walk me through what you
23 would do to produce or to draft the plans for a
24 field-erected boiler? What would you receive,

1 what would you do with it? Could you just walk
2 me through that?

3 A. I'll try. It would begin with what we
4 call the proposal drawing that went out with our
5 proposal documents showing the customer or the
6 consultant engineer that this is what we are
7 proposing to do, and we would indicate on the
8 drawing the approximate size of the boiler.

9 If the contract was accepted, then from
10 that information we would now put the engineers
11 to work to give us a good concept, a definite
12 concept, of how big that boiler was to be.

13 You know, we are now talking about
14 furnace volume, we are talking about boiler
15 heating surfaces, we are talking about
16 superheaters, we are talking about reheaters.

17 And when this became definite, we would
18 now make a general -- what we call a general
19 arrangement drawing, which are some of the
20 drawings you see here. This would show the
21 entire boiler.

22 Once that was done, we worked in
23 groups. That drawing was passed on to a group
24 that needed the work, and from there on, the

1 group leader would take that drawing and assign
2 detail drawings to the draftsmen. They would
3 prepare the detail drawings, as best they could.

4 The drawing could go from there to a
5 man that's been around for a while and knew what
6 it was all about. He would check the drawing.
7 The drawing from there would go to the
8 requisitioning department and the parts would be
9 put down on the requisition.

10 That requisition and the drawings --
11 the requisitions would be issued to the
12 purchasing department, the drawings would be
13 issued to the shop, and they would fabricate from
14 that drawing. In a nutshell, that's it.

15 Q. Thank you. The attorney for Riley
16 Stoker, pursuant to my requests, provided me with
17 a number of documents today, and I would just
18 like to, hopefully very briefly, go over these
19 with you, ask you general questions, if you have
20 seen them before, et cetera, et cetera. That's
21 my purpose, in a nutshell. Okay?

22 A. Okay.

23 Q. I don't think we necessarily have to
24 mark these right now. I'm showing you what's

1 dated -- a document dated or a cover letter dated
2 December 4, 1972 on Riley Stoker Corporation
3 letterhead signed by Thomas A. Standard,
4 supervisor, mechanical design section.

5 Let me ask you first of all: Did you
6 know or had you heard of this Thomas Standard?

7 A. Yes.

8 Q. If you could just, take as much time as
9 you want, but if you could just take a look at
10 that. I want to ask you if you have, prior to
11 today, seen this document?

12 A. I have seen it here in this very office
13 before.

14 Q. Today or before?

15 A. I believe I saw it today or last week.

16 Q. Actually, it doesn't matter when. My
17 question should be better phrased. While you
18 were working at Riley Stoker, had you ever seen
19 that document?

20 A. I might have. I can't recall.

21 Q. You don't know one way or the other?

22 A. Not really.

23 MS. KELLY: Are you going to mark
24 those, Bob, or no?

1 MR. SWEENEY: Off the record.

2 (Off the record, 3:29-3:30)

3 MR. SWEENEY: Back on the record.

4 Q. Mr. Riddar, I believe you testified
5 that in approximately 1972 or thereabouts you
6 recall seeing some OSHA material regarding
7 potential hazards or regulations concerning
8 certain asbestos-containing thermal insulation
9 products; is that correct?

10 A. Yes.

11 Q. And what I would like to do, in order
12 to save time, I would like to pass over to you
13 some material which Riley Stoker's attorney
14 provided me today, and just ask you: Would you
15 look at it, number one, and number two, do you
16 recall whether -- question withdrawn -- number
17 two, is any of what I'm showing you the material
18 you recall reviewing from OSHA in '72? If you
19 would just take a look at that.

20 A. Well, you know, I really can't recall.
21 I saw the whole book in 1972. Whether this was
22 part -- I take it that this was part of the book
23 that I looked at in 1972.

24 Q. I don't know, to be honest.

1 A. And the OSHA regulations covered just
2 about everything in that book, so that's the best
3 answer I can give you.

4 Q. That's fine. Fair enough. As a matter
5 of fact, in '72 you were looking for some
6 regulations for a ladder, weren't you, in a
7 boiler?

8 A. That's exactly right, and the OSHA
9 regulations had a lot to say about ladders,
10 platforms and ladders, but they really didn't
11 answer my question about the ladders.

12 MR. SWEENEY: Nancy, off the record?

13 MS. KELLY: Sure.

14 (Off the record, 3:33-3:34)

15 MR. SWEENEY: Back on the record. One
16 of the requests that I made was for Riley Stoker
17 to turn over all of the contract files in its
18 possession I think for the State of Connecticut,
19 and I might have also asked for Rhode Island and
20 New York, but in any event, I've had several
21 discussions with Attorney Kelly, and I believe
22 it's our agreement that Riley Stoker objects to
23 that request for any contract documents, other
24 than those contract documents for the jobsites

1 identified in the Corbett, Clark, and Murray
2 cases, which have been produced. I think it's
3 also our --

4 MS. KELLY: If I could just --

5 MR. SWEENEY: Sure.

6 MS. KELLY: I agree with that. I
7 indicated to Attorney Sweeney that we would
8 produce contract documents that are relevant to
9 these three cases in connection with this
10 deposition, and we would take any further issues
11 he had concerning the production of any contracts
12 beyond that, that we would take that up with the
13 court. Can we go off the record?

14 MR. SWEENEY: Sure.

15 (Off the record, 3:35-3:35)

16 MR. SWEENEY: Back on the record. Yes,
17 that's my understanding. The issue of contracts,
18 other than those relative to the three
19 plaintiffs, Clark, Murray, and Corbett that I
20 mentioned, is an issue that we'll take up with
21 Judge Skolnick.

22 MS. KELLY: That is true. I would say
23 for the record, since we're on the record, that
24 you have asked a number of general questions

1 today, and I reserve my right to, I would say,
2 forestall you or preclude you from re-asking the
3 same questions that you've already asked on these
4 general topics, but on the subject of the
5 contracts, I think we're in agreement.

6 MR. SWEENEY: I think you would agree
7 with me, I've done my best not to repeat the
8 questions that were asked in 2002 and other
9 depositions also.

10 MS. KELLY: Bob, can we go off the
11 record?

12 MR. SWEENEY: Sure.

13 (Off the record, 3:36-3:53)

14 MS KELLY: All right. Back on the
15 record.

16 *****

17 EXAMINATION BY MS. KELLY:

18 Q. Mr. Riddar, I have just a few
19 questions, a few follow-up questions for you.

20 Would you state your date of birth for
21 the record, please?

22 A. August 26, 1924.

23 Q. And you understand that you were
24 produced here today at this deposition as a

1 representative of Riley Stoker Corporation; is
2 that right?

3 A. Yes.

4 Q. And you understand that Cetrulo &
5 Capone represents Riley Stoker as their
6 attorneys; is that right?

7 A. Yes.

8 Q. And you understand that you're here to
9 testify today as a former employee of Riley
10 Stoker concerning matters relating to Riley
11 Stoker?

12 A. Yes.

13 Q. And you understand that Cetrulo &
14 Capone arranges for compensation for your time to
15 do that; is that right?

16 A. Yes.

17 Q. But you are not an employee of Cetrulo
18 & Capone, are you?

19 A. No, I am not.

20 Q. And you are not a legal consultant to
21 Cetrulo & Capone, are you?

22 A. No, I am not.

23 Q. Okay. You recall that Mr. Sweeney
24 asked you if Riley Stoker first learned that

1 asbestos could cause asbestosis in humans in
2 1948. Do you recall that question?

3 A. Yes.

4 Q. And you recall that I objected to the
5 form of that question and said that that question
6 called for a medical opinion. Do you recall
7 that?

8 A. Yes.

9 Q. And then you first said "yes" and then
10 said "I would agree with that"; is that right?

11 A. Yes.

12 Q. Were you agreeing with my objection or
13 Mr. Sweeney's question?

14 A. I was agreeing with your question
15 concerning the medical question.

16 Q. You were agreeing with my objection
17 that the question called for a medical opinion?

18 A. I was agreeing with you, that's
19 correct.

20 Q. Okay. And why did you agree that you
21 could not give a medical opinion regarding that
22 matter; that is, whether Riley Stoker first
23 learned that asbestos could cause asbestosis in
24 humans in 1948?

1 A. I'm not a medical man.

2 Q. Mr. Riddar, why do you agree with that
3 objection, that you can't give a medical opinion
4 on the question of whether Riley Stoker first
5 learned that asbestos could cause asbestosis in
6 humans in 1948?

7 MR. SWEENEY: I figure I should really
8 jump in with some sort of objection, so I will.
9 This is the first time I have ever heard someone
10 asking someone else why they agree with an
11 objection, but certainly you can ask.

12 A. Well, I have no medical knowledge.
13 That's all I can say. I'm not a doctor. I'm an
14 engineer or draftsman or whatever you want to
15 call it.

16 Q. And concerning this workers'
17 compensation claim from 1948 that Mr. Sweeney
18 asked you about, I believe you testified that
19 that was one claim; is that right?

20 A. Yes.

21 * Q. And you would agree that one claim over
22 many, many years in a company that manufactured
23 tens of thousands of boilers does not indicate
24 anything with regard to a scientific conclusion

1 or a medical conclusion that a company might
2 learn?

3 MR. SWEENEY: I really am forced to
4 object again because I think you're asking him a
5 scientific or medical conclusion. He's answered
6 it before, so he can certainly answer it again.

7 MS. KELLY: I paused in the middle of
8 the question, so can you please just read him the
9 full question so he can answer?

10 (* Question read back, Page 60)

11 A. Yes.

12 Q. Okay. You recall that Mr. Sweeney
13 asked you if you would correct any of your prior
14 deposition testimony; is that right?

15 A. Yes.

16 Q. And in light of today's discussion with
17 Mr. Sweeney, is there anything in your prior
18 deposition that you would like to correct?

19 A. No.

20 Q. Okay.

21 MS. KELLY: I think those are all the
22 questions I have.

23 *****

24 EXAMINATION BY MR. SWEENEY:

1 Q. I don't want to belabor it, sir, but
2 certainly it's significant if a company finds out
3 that one of its workers is making a claim for an
4 illness? Wouldn't you find that, at least to
5 some extent, significant?

6 MS. KELLY: Objection.

7 A. Let's put it this way, I was not aware
8 of it at the time. The case was introduced to me
9 at my last deposition.

10 Q. Right.

11 A. And what the company did, I don't know.
12 They may have done something or they may have
13 not. I don't know.

14 Q. If you were in the position at this
15 company in '48, or '57 when the second claim came
16 in, and you were in charge, would you have done
17 something?

18 MS. KELLY: Objection. I object to the
19 form of that question. It calls for speculation.
20 Harold, don't speculate.

21 A. I was not in that position.

22 Q. Do you think somebody --

23 A. So, consequently, I cannot tell you
24 what I would have done.

1 Q. But you're a safety-conscious-type
2 person, aren't you?

3 A. Our boilers at Riley Stoker, and I
4 speak for the company now, were built to a safety
5 factor of four; that is, for the pressure parts
6 of the boiler. The structural steel was built to
7 a safety factor of two. So, in other words the
8 pressure parts were four times as strong as they
9 needed to be.

10 Q. That was to protect people --

11 A. That was to protect personnel from
12 accidents.

13 Q. And if you found out that someone was
14 being injured by a Riley Stoker product, you
15 would have wanted to know about that and done
16 something about it, wouldn't you?

17 MS. KELLY: Object to the form.
18 Overbroad. Calls for speculation.

19 A. As far as I know, there are no safety
20 factors attached to insulation. Had there been
21 safety factors, we would have followed them.

22 Q. If you found out that someone was
23 injured by something Riley Stoker made or
24 produced or supplied, you as a safety engineer or

1 you as an engineer concerned with safety would
2 have wanted to know about that, wouldn't you?

3 MS. KELLY: Objection. Bob, you just
4 asked that question and he answered it.
5 Objection. Calls for speculation.

6 A. I was in the engineering department. I
7 had no say on safety issues. That was handled by
8 somebody else.

9 Q. But safety was something that you think
10 was important to you when you worked at Riley
11 Stoker?

12 A. We used the best material available to
13 put into our boilers. As a matter of fact, when
14 I started to work at Riley Stoker, I was told
15 that Riley Stoker built the Cadillac of the
16 industry, the safest and the best boiler. And if
17 you look through the Riley records, I think
18 you'll have testimony to that fact from customers
19 that were extremely pleased with the product that
20 Riley Stoker was putting out.

21 MS. KELLY: Okay, Harold. You've
22 answered his question.

23 MR. SWEENEY: That's all I have. I
24 appreciate it, sir.

1 MS. KELLY: Okay. Thanks. You're
2 done, Harold.

3
4 (Whereupon, the deposition concluded
5 at 4:03 p.m.)
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COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss.

I, LORENE R. EPPLEY, a Registered Professional Reporter and Notary Public in and for the Commonwealth of Massachusetts, do hereby certify that the foregoing deposition was taken before me on the 5th day of March, 2003;

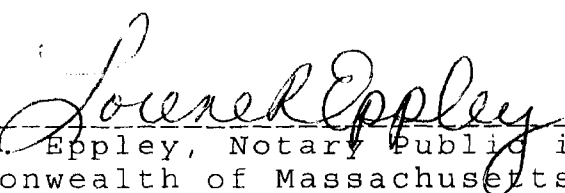
That the witness named in the deposition, prior to being examined, was by me first duly sworn;

That said deposition was taken before me at the time and place therein set forth, and was taken down by me in shorthand and thereafter transcribed into typewriting under my direction and supervision;

That said deposition is a true record of the testimony given by the witness and of all objections made at the time of the examination.

I further certify that I am neither counsel for nor related to any party to said action, nor in any way interested in the outcome thereof.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal this 19th day of March, 2003.



Lorene R. Eppley, Notary Public in and for
the Commonwealth of Massachusetts
My Commission expires: May 26, 2006

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March 19, 2003

Robert J. Sweeney, Esq.
EARLY, LUDWICK & SWEENEY, L.L.C.
One Century Tower, 11th Floor
265 Church Street
New Haven, CT 06508

In Re: Connecticut Asbestos Litigation

Dear Attorney Sweeney:

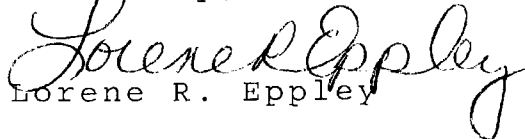
Enclosed herewith is a copy of the deposition transcript of HAROLD RIDDAR taken on Tuesday, March 5, 2003, in the above-captioned case.

According to the Massachusetts Rules of Civil Procedure, the witness has 30 days to read and sign the deposition transcript.

Please have the witness read and sign the signature page/errata sheet. If the witness has not read and signed the original signature page within 30 days from the above date, it will be deemed signed.

Please have the witness forward the signed signature page/errata sheet to Attorney Nancy Kelly so that she may attach same to the original deposition transcript. Thank you in advance for your cooperation in this matter.

Sincerely,


Lorene R. Eppley

cc: All Counsel of Record.

EPPLEY COURT REPORTING

INSTRUCTIONS TO DEPONENT

After reading this volume of your deposition, indicate any corrections or changes to your testimony and the reasons therefor on the Errata Sheet supplied to you, and sign it.

DO NOT MAKE MARKS OR NOTATIONS
ON THE TRANSCRIPT VOLUME ITSELF!

ERRATA SHEET HANDLING/DISTRIBUTION

The original of the Errata Sheet has been delivered to Nancy Kelly, Esq. When the Errata Sheet has been completed by the deponent and signed, a copy thereof should be delivered to each party of record and the ORIGINAL thereof delivered to Robert Sweeney, Esq., to whom the original deposition transcript was delivered.

PLEASE REPLACE THIS PAGE OF THE TRANSCRIPT
WITH THE COMPLETED AND SIGNED ERRATA SHEET
WHEN YOU RECEIVE IT.

SIGNATURE-ERRATA SHEET

I, HAROLD RIDDAR, hereby certify under the pains and penalties of perjury that I have read the foregoing transcript of my testimony and further certify that said transcript is a true and accurate record of my testimony (with the exception of the corrections, additions, and/or deletions noted below).

PAGE	LINE	CORRECTION, ADDITION, OR DELETION
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Signed under the penalties of perjury this
 ----- day of -----, 2003.

 HAROLD RIDDAR