



LANCASTER, PENNSYLVANIA

November 27, 1957

Ehret Magnesia Manufacturing Company, Inc.
Valley Forge, Pennsylvania

Gentlemen:

On or about January 1, 1958, a large portion of our insulation business, including all contract work, will be transferred to a new, wholly-owned subsidiary, Armstrong Contracting and Supply Corporation.

As you know, Armstrong Cork Company has an agreement dated July 26, 1957, pertaining to the purchase and sale of your various insulation products. We would like to assign this agreement to Armstrong Contracting and Supply Corporation effective January 1, 1958.

If this is agreeable to you, please indicate your acceptance by signing and returning one copy of this letter.

Very truly yours,

ARMSTRONG CORK COMPANY
Secretary's Office

Walter H. Rohlf
Walter H. Rohlf
General Legal Department

RJK

Enclosure

ACCEPTED _____, 1957

EHRET MAGNESIA MANUFACTURING COMPANY, INC.

By *Alvin M. Ehret*

Alvin M. Ehret
President
Nov 28 1957



Terminated 3-17-58

THIS AGREEMENT, made at Lancaster, Pennsylvania, this 26th day of July, 1957, by and between EHRET MAGNESIA MANUFACTURING COMPANY, INC., Valley Forge, Pennsylvania, hereinafter called "EHRET", and ARMSTRONG CORK COMPANY, Lancaster, Pennsylvania, hereinafter called "ARMSTRONG";

WITNESSETH THAT:

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

1. EHRET agrees to sell to ARMSTRONG, and ARMSTRONG agrees to purchase from EHRET, f.o.b. Valley Forge, Pennsylvania, ARMSTRONG'S requirements of 85% Magnesia Pipe Covering and Block and Calcium Silicate Pipe Covering for use as an inner layer with 85% Magnesia. If, from time to time, EHRET is unable to supply ARMSTRONG'S requirements of the materials covered hereby for any reason (whether or not excused by Paragraph 7 hereof), ARMSTRONG shall be free, during any such period of inability on EHRET'S part, to purchase the materials from other manufacturers.
2. Materials purchased hereunder shall be supplied in cartons bearing ARMSTRONG'S trademark and label as designated by ARMSTRONG and shall be for resale or use by ARMSTRONG in the continental United States and Alaska.
3. The prices which ARMSTRONG shall pay to EHRET for materials purchased shall be as agreed by the parties from time to time, but in no event shall such prices exceed EHRET'S distributor list price as it may exist from time to time. Terms of payment shall be one percent (1%) discount for cash on or before the tenth of the month following the date of the invoice or net cash on the last day of the month following the date of the invoice.
4. In the event of an increase in price, EHRET shall protect ARMSTRONG against such price increase on bona fide contracts and proposals for materials to be sold on an applied basis, provided that within thirty (30) days after notice of such price increase ARMSTRONG files with EHRET a list in writing of all such contracts and proposals, indicating the quantities of materials involved, and provided further that shipment of such materials is made no later than one hundred eighty (180) days after the effective date of such price increase. ARMSTRONG may purchase one (1) car of such materials for each of its warehouses, at the price in effect before the increase; provided that orders for such purchase are received by EHRET within thirty (30) days, for shipment within ninety (90) days, after the effective date of such price increase. In the event of a price decrease, EHRET agrees to invoice ARMSTRONG at the price in effect at the time of shipment.
5. ARMSTRONG shall maintain at its own cost and expense offices and warehouses at various locations throughout the United States to service adequately the trade, and shall prepare at its own expense catalogues, literature, samples, and other selling aids for use in the promotion and sale of materials, except, however, EHRET will supply free of charge, f.o.b. Lancaster, material for use in preparing samples.
6. EHRET warrants that the materials shall be of merchantable quality and in accordance with its manufacturing specifications. Products shown to be otherwise than as warranted will be replaced without charge f.o.b. point of destination within the continental limits of the United States and Alaska.

7. Delay or failure to perform this agreement in accordance with its terms shall be excused by (a) sabotage, fire, flood, differences with workmen, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit, directly or indirectly, of any government or agency thereof, shortage of raw materials, inability to meet current delivery requirements, act of God, or (b) any causes beyond the control of the parties. Any of the foregoing conditions resulting in delay or failure to perform this agreement shall excuse such delay or failure whether the condition exists now or arises hereafter.

8. EHRET agrees that it will save ARMSTRONG harmless in case of any infringement of any valid patent on the materials and the normal use thereof, and will at its own expense defend any and all actions or suits charging such infringement.

9. EHRET agrees to comply with the Fair Labor Standards Act of 1938, as amended, and applicable orders and regulations thereunder and shall so certify on each invoice.

10. This agreement is personal to the parties hereto and shall not be assigned by either party without the written consent of the other party.

11. This instrument embodies the entire agreement of the parties; there are no promises, terms, conditions, or obligations referring to the subject matter hereof other than as contained herein.

12. This agreement shall continue in full force and effect until terminated by either party by giving to the other party written notice, by registered mail, of termination at least ninety (90) days in advance of the date upon which such termination shall take effect. In the event of such termination by ARMSTRONG, ARMSTRONG agrees to reimburse EHRET for the cost of any cartons on hand at the effective termination date manufactured for ARMSTRONG'S account.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written by their respective officers thereunto duly authorized and their corporate seals hereunto affixed.

Attest:

EHRET MAGNESIA MANUFACTURING COMPANY, INC.

Russell E. Crawford
Secretary

By

Alvin W. Elwell
President

Attest:

ARMSTRONG CORK COMPANY

James M. Marshall
Assistant Secretary

By

W. B. P. (B)
Vice-President

ASSIGNMENT AND ACCEPTANCE

Armstrong Cork Company hereby assigns all of its rights and interest in the following contracts to Armstrong Contracting and Supply Corporation, effective January 1, 1958:

Parties

Contract Dates

Armstrong Cork Company and The
Philip Carey Manufacturing Company

August 21, 1957 and
December 6, 1957

Armstrong Cork Company and
Byerlyte Corporation

April 3, 1957 as amended
April 12, 1957

Armstrong Cork Company and
Benjamin Foster Company

May 3, 1957

Armstrong Cork Company and Ehret
Magnesia Manufacturing Company Inc.

July 26, 1957 (Agreement terminated
9-17-58)

Armstrong Cork Company and Keasbey & Mattison Company

July 1, 1957 See 3/17/58 agreement
between Ehret &
Armstrong Cork Co.

IN WITNESS WHEREOF, Armstrong Cork Company has caused this assignment to be executed by its duly authorized representative and its seal to be affixed this 9th day of January, 1958.

Attest:

ARMSTRONG CORK COMPANY

Arthur H. Sheaff
Assistant Secretary

By A. D. Peck
Vice-President

Armstrong Contracting and Supply Corporation hereby accepts the assignments set forth above.

IN WITNESS WHEREOF, Armstrong Contracting and Supply Corporation has caused this agreement to be executed by its duly authorized representative and its corporate seal to be affixed this 9th day of January, 1958.

Attest:

ARMSTRONG CONTRACTING AND SUPPLY CORPORATION

Wm. D. Harris
Secretary

By J. W. Caldwell
President

1 IN THE DISTRICT COURT OF
2 DALLAS COUNTY, TEXAS
 162ND JUDICIAL DISTRICT

3 IN RE: ALL ASBESTOS-RELATED : DEPOSITION UPON
4 PERSONAL INJURY OR DEATH ORAL EXAMINATION
5 CASES FILED OR TO BE FILED : OF
6 IN DALLAS COUNTY, TEXAS. ORVILLE W. HENDERSON
7 -----:

8 T R A N S C R I P T of the deposition of
9 ORVILLE W. HENDERSON, called for Oral Examination in
10 the above-entitled action, said deposition being taken
11 pursuant to Rules governing Federal Procedure Practice
12 in the State of New Jersey, by and before CATHERINE A.
13 TALBOT, a Notary Public and Certified Shorthand
14 Reporter of the State of New Jersey, at the offices of
15 WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, ESQS., One
16 Gateway Center - Suite 1600, Newark, New Jersey, on
17 Wednesday, November 20, 1991, commencing at 12:50 p.m.

18
19
20
21
22
23 JEAN E. DOLAN ASSOCIATES
24 3 Parlin Drive - Box 289
25 Parlin, New Jersey 08859
 (908) 238-7666

 JEAN E. DOLAN ASSOCIATES

1 A P P E A R A N C E S:

2 BARON & BUDD, P.C.

3 BY: PETER A. KRAUS, ESQ.

4 Attorneys for the Plaintiffs.

5 BENCKENSTEIN, OXFORD & JOHNSON, ESQS.

6 BY: ROBERT J. ROSE, SR., ESQ.

7 Attorneys for M.H. Detrick Company.

8 FORMAN, PERRY, WATKINS & KUNTZ, ESQS.

9 BY: RONALD D. COLLINS, ESQ.

10 - and -

11 JOHN R. COON, ESQ.

12 Attorneys for Keene Corporation.

13 SKADDEN, ARPS, SLATE, MEAGHER & FLOM, ESQS.

14 BY: KEVIN G. FALES, ESQ.

15 Attorneys for Metropolitan Life Insurance
16 Company.

17 TOMPKINS, MC GUIRE & WACHENFELD, ESQS.

18 BY: REX K. HARRIOTT, ESQ.

19 Attorneys for Dresser Industries.

20 WILSON, ELSER, MOSKOWITZ, EDELMAN

21 & DICKER, ESQS.

22 BY: JAMES C. ORR, ESQ.

23 - and -

24 CAROLYN O'CONNOR, ESQ.

25 Attorneys for Orville W. Henderson.

LITIGATION SUPPORT INDEX

DIRECTION TO WITNESS NOT TO ANSWER

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None.

REQUEST FOR PRODUCTION OF DOCUMENTS

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None.

MOTIONS TO STRIKE

Page-Line

36-20

INDEX TO WITNESSES

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
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ORVILLE W. HENDERSON

Mr. Kraus	5		30, 36,	
			38	

Mr. Collins		19		34, 37
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Mr. Harriott		39		
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INDEX TO EXHIBITS

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
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P-1	A photocopy of an Amerada Hess Corporation Interoffice Correspondence from O.W. Henderson to W. Jones dated January 19, 1983, with eight pages of laboratory analysis reports attached dated November 1982.	5
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1 (Whereupon, Exhibit P-1 is marked
2 for identification.)

3 O R V I L L E W. H E N D E R S O N, 840 Fairview
4 Road, Wytheville, Virginia, 24382, called as a
5 witness, having been first duly sworn, testified
6 as follows:

7 DIRECT EXAMINATION BY MR. KRAUS:

8

9 Q Mr. Henderson, my name is Peter Kraus.

10 Would you state your full name for the
11 Record, please?

12 A Orville W. Henderson.

13 Q Mr. Henderson, I represent the plaintiffs
14 in a number of personal injury and wrongful deaths
15 cases pending in Dallas County, Texas, and I've
16 noticed you for deposition here today.

17 Do you understand that, sir?

18 A Yes.

19 Q We've never met before this afternoon,
20 have we, sir?

21 A No.

22 Q State for the Record your address?

23 A 840 Fairview Road, Wytheville, Virginia, Zip
24 Code is 24382.

25 Q Mr. Henderson, do you have any plans to

1 be in Dallas any time soon?

2 A No.

3 Q Do you have any plans to be within 100
4 miles of the Dallas County Court at any time soon?

5 A No.

6 Q Are you currently employed, sir?

7 A No.

8 Q What was your last employment?

9 A Amerada Hess Corporation, Woodbridge, New
10 Jersey.

11 Q Would you tell me what positions you
12 held?

13 A I was the manager of corporate safety and fire
14 protection.

15 Q Can you tell me what years you were
16 employed at Amerada Hess?

17 A I was employed at Amerada Hess Corporation from
18 1976 to the 1st of December 1988.

19 Q And were you based in Woodbridge the
20 entire time?

21 A Yes.

22 Q I'm sorry, did you say that was -- was
23 that in New Jersey here?

24 A Woodbridge, New Jersey, yes.

25 Q Okay. Were you --

1 MR. COLLINS: Excuse me just a
2 minute, let me clarify something.

3 For the Record, is this a
4 discovery deposition taken pursuant to the Texas
5 Rules of Civil Procedure?

6 MR. KRAUS: This deposition's
7 taken --

8 MR. COLLINS: And is it your
9 understanding that any objections, except as to
10 the form of the question, are reserved until you
11 use this at trial, or attempt to use this at
12 trial?

13 MR. KRAUS: The objections that
14 are reserved according to the Rules are
15 reserved, and those that need be made need be
16 made as the Rules state.

17 MR. COLLINS: Okay. Would you
18 care to state for the Record --

19 MR. KRAUS: I'm just going to
20 state for the Record this deposition is being
21 taken according to the Texas Rules of Civil
22 Procedure. The only other agreement is that an
23 objection for one is good for all, although I
24 would prefer that the defendants make their own
25 objections.

1 If the Amerada Hess attorneys have
2 objections, since Amerada Hess is not a party to
3 this litigation -- do you understand what I'm
4 saying?

5 MR. COLLINS: I understand what
6 you're saying. I'll make my objections, and
7 I'll assume those pursuant to the Texas Rules of
8 Civil Procedure reserved.

9 BY MR. KRAUS:

10

11 Q Sir, before you were employed at Amerada
12 Hess were you in the field of corporate safety and
13 fire protection?

14 A Yes.

15 Q Approximately how many years did you work
16 in the field of corporate safety and fire protection,
17 approximately?

18 A A total of 15 years.

19 Q Were you a member of any societies or
20 organizations related to corporate safety and fire
21 protection?

22 A Related to safety, yes.

23 Q What organization would that be, sir?

24 A The American Society of Safety Engineering.

25 Q Would you describe generally what your

1 duties were as the corporate safety and fire
2 protection officer or manager at Amerada Hess?

3 A My duties included providing consultive
4 services to the manager of the corporation.

5 Q Was one of the duties that you performed
6 sampling and analyzation of potentially hazardous
7 materials at Amerada Hess facilities which could
8 affect health and safety of employees of Amerada Hess
9 or its subsidiaries?

10 A Yes.

11 Q If necessary in performing that task,
12 sir, did you have occasion to consult outside experts
13 performing analysis of materials?

14 A Yes.

15 Q Did you draft and circulate safety
16 bulletins and memoranda throughout the Amerada Hess
17 organization, meaning Amerada Hess itself and
18 Hess-affiliated companies?

19 A Yes.

20 Q Was it a part of your job to communicate
21 with Amerada Hess-affiliated companies on a somewhat
22 regular basis?

23 MR. ORR: Objection. I've been
24 trying to allow you some latitude here, Mr.
25 Kraus. I understand the point of that question

1 is to get us to the documents in question for
2 this deposition, but the question is too broad
3 and goes beyond, I believe, the scope of this
4 deposition as a basis for laying a foundation
5 for those documents.

6 I don't know if you care to
7 withdraw it and focus specifically on the
8 documents. It was part of his function to
9 generate documents such as Exhibit A. I'm going
10 to let him answer that question.

11 MR. KRAUS: Okay. I will rephrase
12 it, then, if you're going to instruct him not to
13 answer that one.

14 Q Mr. Henderson, would you take a look at
15 exhibit -- what's been marked Exhibit 1 for this
16 deposition?

17 Q Sir, can you describe for me what Exhibit
18 1 is?

19 A Exhibit 1 is a cover memo; with it appears to
20 be eight pages of a matrix describing insulation
21 samples and the results of analysis thereof.

22 Q Sir, did you prepare the memoranda --
23 cover memoranda attached to the analyses there?

24 A Yes, I did.

25 Q Was it a regular function -- was it a

1 regular part of your duties, as a manager of corporate
2 safety and fire protection, to prepare memoranda such
3 as this for Hess and Hess-affiliated companies?

4 A Yes.

5 Q Sir, the memo purports to be directed to
6 Mr. W. Jones of safety and fire protection at HOVIC.

7 Would you describe what HOVIC is?

8 A HOVIC is the acronym for Hess Oil Virgin
9 Islands Organization of St. Croix.

10 Q Is that an Amerada Hess-affiliated
11 company?

12 A It was an affiliated subsidiary of Amerada Hess
13 Corporation, yes.

14 Q Was it a marketing terminal of Amerada
15 Hess?

16 A No, sir.

17 Q Okay.

18 A No, sorry.

19 Q Sir, is that your signature on page one
20 of Exhibit 1?

21 A Yes, it is.

22 Q Was the memoranda attached to this page
23 one of this exhibit prepared at your direction?

24 A I'm sorry, I didn't understand that.

25 Q Well, let me just ask you this: Did you

1 write page one of Exhibit 1?

2 A Yes, I did.

3 Q And is this the stationery used by
4 Amerada Hess Corporation in 1983 for interoffice
5 correspondence?

6 A Yes.

7 Q Was the testing that is described in this
8 memorandum performed at your suggestion?

9 A No. Not as such, no.

10 Q Did you participate in the taking of any
11 of the samples that were analyzed?

12 A Yes, I did.

13 Q And is it correct to state that these
14 samples were analyzed for their asbestos content?

15 A Yes.

16 Q Can you describe where the samples were
17 taken from?

18 A In general?

19 Q Yes.

20 A The samples covered by this report were all
21 taken at the St. Croix refinery at Fulby.

22 Q Were some of those samples taken from the
23 insulator warehouse?

24 A Yes.

25 Q And were some taken from out on the site

1 at the refinery there?

2 A Yes.

3 Q Directing your attention to the second
4 page of Exhibit 1, the matrix, in the second column,
5 after "Representative Location," states "Date of
6 Sampling."

7 Is that the date that these samples were
8 taken at HOVIC for analysis?

9 A Yes.

10 Q Did you participate in the taking of
11 these samples?

12 A Yes, I did.

13 Q Who performed the analysis of the samples
14 that were taken for asbestos content?

15 A The industrial hygiene of NATLSCO.

16 Q "NATLSCO" is National Loss Control
17 Services Corporation?

18 A Yes, it is.

19 Q In Long Grove, Illinois?

20 A Yes, that's correct.

21 Q Are you familiar generally with the
22 services that NATLSCO performed in this instance?

23 A Yes.

24 Q And that was to analyze these samples for
25 asbestos content, correct?

1 A Yes.

2 Q As far as you know, sir, is NATLSCO a
3 fully accredited laboratory?

4 A Yes.

5 Q Have you found them generally to be
6 reliable in the past?

7 A Yes.

8 Q Have you used them on other occasions?

9 A Yes.

10 Q Have you ever found NATLSCO test resorts
11 -- results, excuse me, to be inaccurate?

12 A No, I have not.

13 Q Are accredited laboratories, such as
14 NATLSCO, the type of organizations which corporate
15 safety officers, like yourself, typically relied
16 upon --

17 MR. COLLINS: Objeciton, leading.

18 Q -- to analyze hazardous substances?

19 A What do you mean by "typically"?

20 Q Is this a type of organization that
21 corporate officers, like yourself, would rely on to
22 perform this sort of analysis?

23 A Yes, yes.

24 Q When did you receive the results of the
25 analysis performed by NATLSCO?

1 A Which results are you talking about? This
2 covers more than one set of results.

3 Q Let me rephrase that. The column marked
4 "Report Received" on the matrix you've described, is
5 that the date that you received back from NATLSCO the
6 results of the analysis of the samples you collected
7 at HOVIC?

8 A Yes.

9 Q And does the date on the first page of
10 this exhibit, 1/19/83, accurately reflect -- let me
11 strike that. Let me rephrase it.

12 Did you write this memorandum on or about
13 January 19th, 1983?

14 A Yes.

15 MR. ORR: Just to clarify the
16 Record, by "this memorandum" you mean page one?

17 MR. KRAUS: Correct.

18 MR. ORR: Okay. Because you were
19 on page two there for a while.

20 MR. KRAUS: I directed him back.

21 Q Sir, was the purpose of this sampling and
22 analysis to help HOVIC survey their facility --

23 MR. COLLINS: Objection, leading.

24 Q -- and determine where asbestos was
25 located?

1 A Would you repeat that, please?

2 Q Sure. What was the purpose of the
3 sampling and analysis that you conducted at HOVIC?

4 A The purpose was to assist them in determining
5 where they may have asbestos in some of their
6 insulation.

7 Q Okay. And who did you send the memoranda
8 to with these test results?

9 A As indicated, I sent it to Bill Jones of safety
10 and fire and protection department.

11 Q A couple of individuals are copied on the
12 memoranda, or appear to be, Mr. Sagebien -- or a
13 person by the name of Sagabein, and a person by the
14 name of Wright.

15 Do you recall who they are?

16 A R. Sagebien was the vice president of refining
17 at that time and R.F. Wright was -- that's a long time
18 ago -- I believe he was an executive vice president at
19 that time.

20 Q Sir, can you tell me whether or not you
21 believed these test results to have been reasonably
22 accurate and reliable when you passed them on?

23 A Yes.

24 Q And were these sampling and analysis that
25 you had performed at least partially done in your role

1 as safety director of Amerada Hess in assisting the
2 safety department of HOVIC?

3 A Yes.

4 Q Was it a regular part of your job, as
5 manager of corporate fire and safety protection, to do
6 this sort of sampling and have this sort of analysis
7 performed?

8 A Yes.

9 Q I'd like you to turn to page three of the
10 attachment to your memorandum; I direct your attention
11 to a reference made to sample --

12 A Excuse me, these are not marked as page one.
13 You mean page --

14 Q It's marked "Page 2 of 4"; it's the third
15 page of the attachment.

16 A All right.

17 Q And I want to direct your attention to
18 sample seven, which under "Representative Location"
19 appears to be Thermasil calcium silicate by Keene
20 Corporation.

21 Do you see that, sir?

22 A Yes.

23 Q Is that one of the materials you sampled
24 at the HOVIC warehouse?

25 A Yes.

1 Q And was that sample removed from
2 Thermasil in that warehouse?

3 A The sample? Yes.

4 Q Sir, would you direct your attention to
5 the last column marked "Results of the Analysis" --
6 actually, I think it's marked "Results of Analysis"?

7 On that same sample, sir (indicating).

8 A Yes.

9 Q What does the result for --

10 MR. COLLINS: Objection, it calls
11 for hearsay.

12 Q What does the result for Thermasil state
13 as it relates to asbestos content?

14 A The note says: "Sample contains 20 to 25
15 percent amosite asbestos."

16 Q At the time you took that sample, did it
17 appear to you that the Thermasil you sampled had been
18 tampered with in any way?

19 A No, not to the best of my knowledge.

20 Q Do you have any knowledge of anyone
21 substituting any materials for that Thermasil you
22 sampled?

23 A No.

24 MR. KRAUS: I'll pass the witness.

25 MR. COLLINS: I've got some

1 questions, Mr. Henderson.

2 CROSS-EXAMINATION BY MR. COLLINS:

3

4 Q Again, my name is Ron Collins.

5 Can you hear me okay?

6 A Yes, sir.

7 Q And if I ask you something that you don't
8 understand, if I talk too fast, tell me and I'll try
9 to repeat the question so you'll understand me
10 completely.

11 As I understand your testimony, you
12 became the manager of corporate safety and fire
13 protection for Amerada Hess in Woodbridge, New Jersey,
14 beginning in 1976?

15 A Yes.

16 Q And you retired December 1, 1988?

17 A Yes.

18 Q And you have never been the manager of
19 corporate safety and fire protection for HOVIC?

20 A No.

21 Q And by "HOVIC" I mean Hess Oil Virgin
22 Islands Corporation.

23 A No.

24 Q Is that right? Is that what "HOVIC"
25 means?

1 A That's correct.

2 Q Mr. Henderson, you are not a chemist. Is
3 that right?

4 A That's right.

5 Q And you're not a medical doctor?

6 A That's correct.

7 Q You're not an industrial hygienist?

8 A No.

9 Q And you are not a minerologist?

10 A That's correct, no.

11 Q Mr. Henderson, in approximately 1982 did
12 you participate in sampling various insulation
13 products at the warehouse of HOVIC in St. Croix?

14 A Yes, I did.

15 Q And did this sampling consist of
16 collecting the various materials, putting the
17 materials in vials and sending the vials and materials
18 to NATLSCO for testing? Is that right?

19 A Yes.

20 Q And NATLSCO, again, is the -- what does
21 that stand for?

22 A He knows it better than I do, National Loss
23 Control Services.

24 Q And all NATLSCO or National Loss,
25 whatever, received was the vial and the material and

1 the I.D. number on the vial. Is that right?

2 A And an I.D. number on the vial, yes.

3 Q They didn't get any other information?

4 A That's correct.

5 Q Now, you do not have the NATLSCO
6 documents setting forth the results of their testing,
7 do you, sir?

8 A No.

9 Q You don't know what the margin of error
10 -- or margin for error in their testing techniques may
11 have been with regards to these particular samples, do
12 you, sir?

13 A No, I do not.

14 Q Do you know what type testing procedures
15 they used?

16 A For this particular analysis they used PLM or
17 polarized light microscopy.

18 Q And as a result of your experience, you
19 do recognize and accept that the PLM technique does
20 have a certain margin for error?

21 A Yes, as any other does.

22 MR. COLLINS: Counsel, may I see
23 what's been marked? Thank you. I'll give this
24 back in one second.

25 Q Mr. Henderson, at some point in time

1 someone prepared this document which has been marked
2 as -- actually -- strike that.

3 Mr. Henderson, Counsel for plaintiff has
4 handed you a document; marked it as Exhibit 1 for
5 purposes of the Record. It appears to me to be two
6 separate documents, one is a transmittal memoranda;
7 the other is a series of eight pages of various
8 Laboratory Analysis Report. Is that right?

9 A Yes.

10 Q And at some point in time someone in your
11 organization, I assume, prepared a document reflecting
12 the laboratory analysis results. Is that right?

13 A Prepared this document (indicating)?

14 Q Yes.

15 A Yes.

16 Q Now, that brings up a question, Mr.
17 Henderson.

18 The document that plaintiff's Counsel
19 just handed you, can you be absolutely certain, as we
20 sit here today, whether the document he handed you is
21 identical to the one that was prepared eight or nine
22 years ago?

23 A No.

24 Q It could have been altered, couldn't it,
25 Mr. Henderson --

1 A Yes.

2 Q -- as far as you know?

3 A As far as I know.

4 Q The information reflected on that
5 document could be different or changed from the
6 information put on the document that you recall eight
7 or 10 years ago, or however many years ago?

8 A Could have been, yes.

9 Q The document that plaintiff's Counsel
10 gave you -- or asked you to look at that's now marked
11 Exhibit 1, you did not, at sometime in the past, give
12 that document to plaintiff's Counsel, did you?

13 A No, sir.

14 Q In fact, you have no knowledge as to how
15 Mr. Kraus, plaintiff's Counsel, or his law firm, Baron
16 & Budd of Dallas, Texas, came to be in possession of
17 that document, do you, sir?

18 A No, I do not.

19 Q If I could get you to -- Mr. Henderson,
20 would you flip to the same page you were looking at a
21 minute ago, I believe it may be page three in the
22 attachment, 2 of 4?

23 Have you found it?

24 A Yes, sir.

25 Q Okay. If we could, let's refer to sample

1 number seven.

2 Do you see that?

3 A Yes.

4 Q Now, sample seven, over in the
5 "Representative Location" column says: "Thermasil
6 calcium silicate by Keene Corporation."

7 Do you see that?

8 A Yes.

9 Q Now, there's no indication anywhere in
10 this report, what Counsel has referred to as the
11 attachment, that the Thermasil container was marked
12 "asbestos free," is there, Mr. Henderson?

13 A No, there's not.

14 Q And as we sit here today, Mr. Henderson,
15 you are aware that Thermasil was packaged -- was
16 always packaged in boxes and never in bags. Is that
17 right?

18 A To the best of my knowledge, that's correct.

19 Q Now, if I could, Mr. Henderson, could we
20 move down and look at sample number 10 on the same
21 page?

22 A Yes, sir.

23 Q Now, sample number 10 refers to Keene
24 Super Powerhouse Cement. Is that right?

25 A That's right.

1 Q And the report in that same column,
2 "Representative Location," also indicates that the
3 that bag legend lists as asbestos free. Is that
4 correct?

5 A Yes.

6 Q And if you would move over to the last
7 column where it says "Results of Analysis," or test
8 results, that confirms that no asbestos was present in
9 the Super Powerhouse Cement, doesn't it, sir?

10 A Yes.

11 Q So the asbestos free label that was on
12 the Keene Super Powerhouse Cement was, in fact,
13 correct?

14 A Yes, to the best of my knowledge and the
15 results of the analysis.

16 Q Now, if we can, Mr. Henderson, let's go
17 back to the memo, which is page one.

18 Now, this memo is dated January 19th,
19 1983?

20 A Yes.

21 Q And I'm sorry, but to flip back to the
22 page we were just looking at, if we could, in the top
23 right-hand corner I see a date up there, "11/82."

24 Do you see that?

25 A Yes, sir.

1 Q That would indicate November '82?

2 A Yes.

3 Q So the memorandum that's the first page
4 appears to have been drafted approximately two months
5 after the report was drafted. Would you agree?

6 A No.

7 Q You would not?

8 A No.

9 Q Well, would you agree that the date on
10 the memorandum is approximately two months later than
11 the date shown on page two?

12 A Yes, I'd agree to that.

13 Q Okay. Now, this memorandum that is dated
14 1/19/83, this page one of, I guess, Exhibit 1 now,
15 enclosed with it certain reports --

16 A Yes.

17 Q -- certain reports that were prepared by
18 someone at Amerada Hess?

19 A Amerada Hess Corporation, yes.

20 Q Not necessarily the report we have here
21 today but some reports?

22 A Yes.

23 Q Now, you drafted this memorandum?

24 A That's correct.

25 Q Did you use the reports when you drafted

1 the memorandum?

2 A Not specifically and directly, no.

3 Q You didn't have them in front of you when
4 you drafted the report?

5 A No.

6 Q If we could, Mr. Henderson, let's look at
7 the memorandum closely, and specifically let's look at
8 the second sentence in the first paragraph, and I'd
9 like to read that for this -- for the Record and let
10 this young lady take it down and then get you to tell
11 me if I read it correctly.

12 "Thermasil Calcium Silicate by Keene
13 Corp. from the insulators warehouse (labeled asbestos
14 free on the bag), should be removed from the warehouse
15 and disposed of."

16 Did I read that correctly, sir?

17 A Yes.

18 Q Mr. Henderson, referring you back, if we
19 can, look at the memo and also look at the previous
20 page of the attachment.

21 To me the memo and the attachment or
22 report seems inconsistent.

23 Does it to you, sir?

24 A Yes.

25 Q Is the memorandum incorrect?

1 A Yes.

2 Q Mr. Henderson, the portion in
3 parentheses, and let me read that again, "(labeled
4 asbestos free on the bag)," that refers to Keene Super
5 Powerhouse Cement, doesn't it, sir?

6 A Yes.

7 Q And the Keene Super Powerhouse Cement
8 was, in fact, asbestos free, at least based on this
9 report?

10 A Yes.

11 Q Mr. Henderson, would you agree that the
12 Thermasil calcium silicate by Keene Corporation, the
13 material referred to in sample number seven, was not
14 marked asbestos free?

15 A Yes.

16 Q You would have no idea where this
17 material, the Thermasil calcium silicate by Keene
18 Corporation, was purchased, sir?

19 A I'm sorry, would you repeat it?

20 Q I'm sorry. Do you know where the
21 material Thermasil calcium silicate by Keene
22 Corporation, specifically the material referred to in
23 sample number seven in Exhibit 1, you don't know where
24 that was purchased, do you, sir?

25 A No.

1 Q And you have no idea how long that
2 material had been in this warehouse, do you, sir?

3 A No, sir.

4 Q If we could, let's go back to the memo
5 for just one minute, Mr. Henderson; I think we may be
6 through.

7 Focusing on the sentence -- again, the
8 second sentence in the first paragraph, and
9 specifically the portion "(labeled asbestos free on
10 the bag)," that does not refer to Thermasil calcium
11 silicate it, does it, sir?

12 A No, it does not.

13 Q And any inference that might be drawn
14 from reading this memorandum that it does refer to
15 Thermasil calcium silicate is totally erroneous, isn't
16 it, sir?

17 A You're still talking about the language in the
18 parens?

19 Q Yes, sir.

20 A Yes, sir.

21 MR. COLLINS: Peter, if you have
22 no objection, can we go off the Record for just
23 one moment?

24 MR. KRAUS: Yes.

25 (Discussion off the Record.)

1 MR. COLLINS: If we could go back
2 on the Record, if there's no objeciton, at this
3 time I would pass the witness.

4 MR. ROSE: No questions.

5 MR. KRAUS: I have a few more, Mr.
6 Henderson.

7 REDIRECT EXAMINATION BY MR. KRAUS:

8

9 Q Mr. Henderson, is it your recollection
10 that the analysis attached to the memorandum, which is
11 Exhibit 1, was prepared at your direction?

12 A The analysis was prepared at my direction?

13 Q Yes.

14 MR. ORR: I'm going to object to
15 the form of the question. We've used "analysis"
16 in the tech technical sense, in the way
17 NATLSCO --

18 MR. KRAUS: Let me rephrase.

19 Q Mr. Henderson, is it your recollection
20 that the report attached to your memorandum was
21 prepared at your direction?

22 A Yes.

23 Q And as you sit here today, do you have
24 any reason to believe that the report attached to your
25 memorandum is not the report you had prepared back in

1 1982 -- '83?

2 A This report and not the memorandum?

3 Q Yes.

4 A Yes, to the best of my recollection, it's
5 correct.

6 Q This is the report you had prepared?

7 A As far as I know, yes.

8 Q Let me direct your attention again back
9 to the sample seven that we were looking at.

10 Do you have that in front of you?

11 A Uh-huh, yes.

12 Q Now, it does not state that the Thermasil
13 calcium silicate by Keene Corporation is asbestos
14 free, does it?

15 A No, it does not.

16 Q You would agree with me, sir, that there
17 are other samples that you sampled in this test that
18 were asbestos free, were they not?

19 A What do you mean by "in this test"?

20 Q Well, let me rephrase.

21 A All right.

22 Q On this report, you would agree that some
23 of the samples that you had analyzed, such as -- let's
24 -- right above that, PABCO Super Cal Temp, that sample
25 had no asbestos in it when it was analyzed did it,

1 sir?

2 A That's correct. That's what the report
3 indicates, no asbestos.

4 Q And the description of PABCO under
5 "Representative Location" doesn't say "asbestos free,"
6 does it?

7 A No, it does not.

8 Q Did you put "asbestos free" everytime a
9 package said "asbestos free" under the "Represntative
10 Location"?

11 A To the best of my knowledge, yes, I did.

12 Q As you sit here today, sir, can you say
13 with certainty that you know that Thermasil calcium
14 silicate box did not state "asbestos free" on it?

15 MR. COLLINS: Objeciton, asked and
16 answered.

17 Q Go ahead and answer the question, if you
18 can, sir.

19 A With certainty 15 years ago? I don't remember
20 what I did last week.

21 To the best of my knowledge, yes, with
22 certainty it was not labeled, because if it had been I
23 would have made the notation.

24 Q Sir, there are a number of other
25 non-asbestos containing products here that you didn't

1 write "asbestos free" on.

2 MR. COLLINS: Objection. You're
3 badgering the witness.

4 Q Isn't that correct, sir?

5 A No, they were -- the only one that was labeled
6 "asbestos free" was item number 10 on that particular
7 page.

8 Q Sir, just so I understand your testimony
9 when Mr. Collins was questioning you, is the only
10 portion of your memorandum that you now believe to
11 have been in error the portion that's in parentheses?

12 A In the second sentence of the first paragraph?

13 Q Yes.

14 A Yes.

15 Q So you believe the portion of your
16 memorandum that states "Thermasil Calcium Silicate by
17 Keene Corporation from the insulators warehouse should
18 be removed from the warehouse and disposed of" --

19 MR. COLLINS: Objeciton, leading;
20 you're testifying.

21 Q Do you still believe that to be correct,
22 sir?

23 A Yes.

24 Q And the portion of the report where
25 NATLSCO found that the sample of Thermasil that you

1 removed and had tested contained 20 to 25 percent
2 asbestos, just so I understand your testimony, do you
3 still believe that to be correct?

4 A Sample described under number seven?

5 Q Yes.

6 A Yes.

7 MR. COLLINS: Objeciton, calls for
8 hearsay.

9 Q And that sample was taken in -- on
10 November 19th, 1982. Isn't that correct, sir?

11 A That's correct.

12 MR. KRAUS: That's all I have.

13 MR. COLLINS: I just have a couple
14 more, Mr. Henderson; maybe we'll be finished.

15 RECROSS-EXAMINATION BY MR. COLLINS:

16

17 Q Mr. Henderson, in response to some of
18 plaintiff's questions, I note that you correctly
19 mentioned that this was several years ago what he's
20 asking you about?

21 A Yes.

22 Q So I would take it from that remark, Mr.
23 Henderson, that much of what you're telling us here
24 today is based on the documents before you --

25 A That's correct.

1 Q -- rather than your independent
2 recollection?

3 A Yes.

4 Q So, therefore -- strike that.

5 Anything you might testify to about this
6 document would be subject to a determination of
7 whether this document is, in fact, what Mr. Kraus
8 claims it to be. Is that right, sir?

9 A Yes.

10 Q And as far as you know, as we sit here
11 today, this may or may not be the document that Mr.
12 Kraus claimed it to be. Is that right?

13 A Yes.

14 Q And finally, Mr. Henderson, if I can
15 refer you back to page three, sample number seven,
16 earlier we talked about PLM or polarized light
17 microscopy. Do you remember that?

18 A Yes.

19 Q And I believe you testified you
20 recognized, based on your experience, there was a
21 certain margin of error in this technique for testing?

22 A Yes.

23 Q Would you then agree, Mr. Henderson, that
24 the comments "Sample contains 20 to 25 percent amosite
25 asbestos" is certainly subject to any margin of error

1 in the PLM testing apparently used by NATLSCO?

2 A Yes.

3 Q And finally, Mr. Henderson, the actual
4 test results from NATLSCO we don't have here today, do
5 we?

6 A No, we do not.

7 Q And as you sit here today, you don't know
8 where those test results are, do you, sir?

9 A No, I do not

10 MR. COLLINS: Thank you, Mr.

11 Henderson.

12 MR. KRAUS: Couple more, Mr.

13 Henderson.

14 REDIRECT EXAMINATION BY MR. KRAUS:

15

16 Q The test results from NATLSCO were
17 recorded on this report attached to the memorandum,
18 were they not, sir?

19 A Yes.

20 MR. COLLINS: Objection -- he's
21 already answered -- this is leading; I move to
22 strike.

23 MR. KRAUS: Let me just rephrase
24 it since there's a problem.

25 Q Can you tell me whether or not the tests

1 results that NATLSCO formed, were they recorded on the
2 report attached to Exhibit 1?

3 A Yes, that was our usual procedure.

4 Q And, sir, I believe you did state this
5 was your signature on the memorandum, on the first
6 page, correct?

7 A Yes.

8 Q And with the exception of the portion in
9 parentheses in the first paragraph, sir, can you tell
10 me whether or not the statements you make concerning
11 Thermasil in your memorandum are consistent with the
12 test results of Thermasil reported in the report
13 attached to this memorandum?

14 A Yes, they are.

15 MR. KRAUS: That's all I have

16 MR. COLLINS: Off the Record for a
17 second.

18 (Discussion off the Record.)

19 RECROSS-EXAMINATION BY MR. COLLINS:

20

21 Q Mr. Henderson, if I can refer you back to
22 the now very familiar page three of the attachment?

23 A You still mean page 2 of 4?

24 Q Yes, sir, that's what I mean.

25 A Okay.

1 Q Now, under the "Results of Analysis" for
2 sample number seven, it's my understanding of your
3 testimony that the NATLSCO test results were supposed
4 to be recorded here?

5 A Pardon? I didn't quite understand you.

6 Q It's my understanding of your testimony
7 that the "Results of Analysis" should reflect the test
8 results from NATLSCO?

9 A That's correct.

10 Q But as you sit here today, since we do
11 not have the actual NATLSCO test results, you do not
12 know whether or not the proper results or the actual
13 results of NATLSCO are, in fact, what's recorded on
14 this document, do you, sir?

15 A No.

16 MR. COLLINS: Thank you.

17 MR. KRAUS: Let me ask the
18 follow-up, obligatory one.

19 REDIRECT EXAMINATION BY MR. KRAUS:

20

21 Q Do you have any reason to believe, sir,
22 that the test results, "Results for Analysis" for
23 sample number seven are not the NATLSCO test results
24 that were reported?

25 A No, I have no reason to believe that.

1 CROSS-EXAMINATION BY MR. HARRIOTT:

2
3 Q Mr. Henderson, my name is Rex Harriott; I
4 represent Dresser Industries, although Dresser may not
5 be a party in this particular litigation in Dallas
6 County in which this deposition is being taken.

7 In any event, if I understand the
8 procedure for the samples that we're looking at on
9 page 2 of 4, these were all samples which were taken
10 from original packages of insulation products in the
11 warehouse at the HOVIC facility in St. Croix?

12 MR. COLLINS: Objection. If we
13 may, let's go off the Record for a second, if
14 there's no objection on the Record.

15 MR. KRAUS: I do until you state
16 the grounds for your objection.

17 MR. COLLINS: The objection is
18 this man is not a part of this lawsuit and I'd
19 like to know why he's here and what he's doing,
20 and we can discuss it off the Record or we can
21 discuss it on the Record.

22 MR. KRAUS: I don't care either
23 way.

24 MR. COLLINS: Let's go off the
25 Record.

1 (Discussion off the Record.)

2 MR. KRAUS: Are you going to
3 withdraw that previous question?

4 MR. HARRIOTT: I withdraw that
5 prior question.

6 Q Mr. Henderson, I want to ask you one or
7 two questions that relate specifically to sample
8 number eight which appears on page 2 of 4 of the lab
9 analysis report, and specifically the reference -- the
10 references to Calsilite by Dresser.

11 If I understand the procedure correctly,
12 sample number eight would have been material located
13 in the insulators warehouse at the HOVIC facility?

14 A Yes.

15 Q Okay. And that was original packaging as
16 it came from the manufacturer or distributor?

17 A To the best of my knowledge, yes.

18 Q It was opened for the sole purpose of
19 taking a sample for testing?

20 A That's a possibility one way or the other.
21 Some of them may have been opened --

22 Q All right.

23 A -- but generally they were full packets.

24 Q And you sent the sample to the NATLSCO
25 lab and, as best you know, the reports which you

1 received back are found in "Results of Analysis," and
2 for the Dresser sample it indicates: "No asbestos
3 present, sample contains cellulose fibers in binder
4 material"?

5 A Yes.

6 MR. HARRIOTT: That's all I have.

7 Thank you.

8 (Witness excused.)

9 (Whereupon, the deposition
10 concluded.)

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C E R T I F I C A T E

I, CATHERINE A. TALBOT, a Notary Public and Certified Shorthand Reporter of the State of New Jersey, do hereby certify that prior to the commencement of the examinations, ORVILLE W. HENDERSON was duly sworn by me to testify to the truth, the whole truth and nothing but the truth.

I DO FURTHER CERTIFY that the foregoing is a true and accurate transcript of the testimony as taken stenographically by and before me at the time, place and on the date hereinbefore set forth.

I DO FURTHER CERTIFY that I am neither a relative, nor employee, nor attorney, nor counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in the action.


CATHERINE A. TALBOT, C.S.R.
Notary Public of the State of
New Jersey

My commission expires
8/93.

DATE 1/19/83

AMERADA HESS CORPORATION
INTEROFFICE CORRESPONDENCE

TO: W. Jones - Safety & Fire Protection - HOVIC

FROM: O. W. Henderson - Corporate Safety & Fire Protection - WB

SUBJECT: ASBESTOS SAMPLES

The enclosed reports confirm our telephone conversations regarding asbestos content of samples from your facility. Thermacil Calcium Silicate by Keene Corp., from the insulators warehouse (labeled asbestos free on the bag), should be removed from the warehouse and disposed of.

The OSHA standard, in a removal/demolition activity, requires protective steps and equipment for high level exposures whether such exposure exists or not. A stringent recordkeeping system to maintain information on reinsulated equipment would eliminate very costly work practices when non-asbestos material is removed in the future.

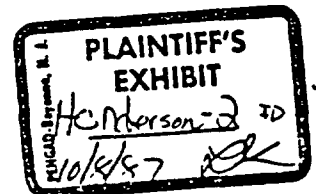
Individual sampling of various areas and/or jobs will be required as they are planned and scheduled. If the material to be removed was not asbestos bearing, this would eliminate some of the very stringent protective practices.

We will continue to assemble further information and provide all possible assistance.


O. W. Henderson

OWH/mt
attach.

cc: R. Sagebien - HOVIC - w/attach.
R. F. Wright - WB - w/attach.



[illegible]

AMERKADA HESS CORPORATION
CORPORATE SAFETY & FIRE PROTECTION

LABORATORY ANALYSIS REPORT

FACILITY/DATE-- NOVIC - 11/82

SAMPLE NUMBER	REPRESENTATIVE LOCATION	DATE OF SAMPLING	REPORT RECEIVED	ANALYZING LABORATORY	TYPE OF SAMPLE	RESULTS OF ANALYSIS
1	Removed and discarded from Vis-breaker	11/17/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample mostly cellulose fibers in talc.
2	New material in Kaylo-10 box at Vis-breaker job	11/17/82	12/8/82	NATLSCO	Bulk	No asbestos, sample mostly cellulose fibers in talc.
3	New material removed from Thermo-12 box at the Vis-breaker	11/17/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample mostly synthetic fibers in talc, 8.6% quartz present
NOTE: Following samples all taken from original packages at the insulator's warehouse.						
4	Johns Manville Thermo-12	11/19/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample mostly synthetic fibers in talc, 5.0% quartz present
5	Kaylo-10 by Owens Corning	11/19/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample contains cellulose fibers in talc.

AMERADA HESS CORPORATION
CORPORATE SAFETY & FIRE PROTECTION

FACILITY/DATE-- HOVIC - 11/82

LABORATORY ANALYSIS REPORT

SAMPLE NUMBER	REPRESENTATIVE LOCATION	DATE OF SAMPLING	REPORT RECEIVED	ANALYZING LABORATORY	TYPE OF SAMPLE	RESULTS OF ANALYSIS
6	PABCO Super Cal Temp	11/19/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample contains synthetic & cellulose fibers in talc.
7	Thermasil calcium silicate by Keene Corp.	11/19/82	12/8/82	NATLSCO	Bulk	Sample contains 20-25% amosite asbestos
8	Calsilite by Dresser	11/19/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample contains cellulose fibers in binder material.
9	Fiberfrax by Carborundum (listed on con- tainer as a ceramic fiber textile)	11/19/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample contains fiberglass & synthetic fibers
10	Keene Super Powerhouse cement (bag legend lists as asbestos free)	11/19/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample contains mineral wool in binder material
11	A.P. Greene Re- fractory cement castable insula- tic '22	11/19/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample contains crystalline free silica & binder material, less than 1.0% quartz, 3.6% cristobalite

NATIONAL BUREAU OF STANDARDS
CORPORATE SAFETY & FIRE PROTECTION

LABORATORY ANALYSIS REPORT

FACILITY/DATE-- HIOVIC - 11/82

SAMPLE NUMBER	REPRESENTATIVE LOCATION	DATE OF SAMPLING	REPORT RECEIVED	ANALYZING LABORATORY	TYPE OF SAMPLE	RESULTS OF ANALYSIS
12	M.T. Savage Refractory #1:2:4 LHV premixed refractory	11/19/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample contains quartz & binder material. 6.1% quartz.
13	Calcium lumnite by A.P. Greene	11/19/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample is binder material
14	Asbestos-free high temp master by Delta	11/19/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample is mineral wool in binder material
NOTE: The following samples were taken from in-service equipment.						
15	#1 Sulfonate unit	11/19/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample contains synthetic fibers in binder material
16	#1 Sulfonate unit	11/19/82	12/8/82	NATLSCO	Bulk	No asbestos present, sample contains synthetic fibers in binder material
17	#2 DU	11/19/82	12/8/82	NATLSCO	Bulk	Sample contains 20-25% amosite asbestos

[illegible]

AMERICAN NUCLEAR CORPORATION
CORPORATE SAFETY & FIRE PROTECTION
LABORATORY ANALYSIS REPORT

Page 1 of 3

FACILITY/DATE-- HIOVIC - 12/82

SAMPLE NUMBER	REPRESENTATIVE LOCATION	DATE OF SAMPLING	REPORT RECEIVED	ANALYZING LABORATORY	TYPE OF SAMPLE	RESULTS OF ANALYSIS
1	Penex	11/30/82	12/21/82	NATLSCO	Bulk	No asbestos present, some synthetic fibers and fiberglass present in binder material. 11% Quartz.
2	Penex	11/30/82	12/21/82	NATLSCO	Bulk	No asbestos present, some cellulose fibers present in binder material.
3	#3 DU	11/30/82	12/21/82	NATLSCO	Bulk	Approximately 15% chrysotile asbestos in binder material.
4	#3 DU	11/30/82	12/21/82	NATLSCO	Bulk	Approximately 25% amosite asbestos in binder material.
5	#3 CDU	11/30/82	12/21/82	NATLSCO	Bulk	Approximately 15% amosite asbestos in binder material.
6	#3 CDU	11/30/82	12/21/82	NATLSCO	Bulk	Approximately 25% amosite asbestos in binder material.
7	#2 CDU	11/30/82	12/21/82	NATLSCO	Bulk	No asbestos present. Some synthetic fibers and fiberglass present in binder material. 5.2% Quartz.

LABORATORY ANALYSIS REPORT

AMERADA HESS CORPORATION
CORPORATE SAFETY & FIRE PROTECTION

INSULATION SAMPLES - 14 EACH

FACILITY/DATE-- HOVIC - 12/82

SAMPLE NUMBER	REPRESENTATIVE LOCATION	DATE OF SAMPLING	REPORT RECEIVED	ANALYZING LABORATORY	TYPE OF SAMPLE	RESULTS OF ANALYSIS
8	#2 CDU	11/30/82	12/21/82	NATLSCO	Bulk	No asbestos present. Some cellulose fibers present in binder material.
9	4 DD	12/3/82	12/21/82	NATLSCO	Bulk	Approximately 15% amosite asbestos in binder material.
10	4 DD	12/3/82	12/21/82	NATLSCO	Bulk	Approximately 15% amosite asbestos in binder material.
11	5 DD	12/3/82	12/21/82	NATLSCO	Bulk	Approximately 20% amosite asbestos in binder material.
12	5 DD	12/3/82	12/21/82	NATLSCO	Bulk	No asbestos present. Some cellulose fibers present in binder material.
13	Naptha Fraction- ation	12/3/82	12/21/82	NATLSCO	Bulk	Approximately 15% amosite asbestos in binder material.

SAMPLE NUMBER	REPRESENTATIVE LOCATION	DATE OF SAMPLING	REPORT RECEIVED	ANALYZING LABORATORY	TYPE OF SAMPLE	RESULTS OF ANALYSIS
14	Naptha Frac.	12/3/82	12/21/82	NATLSCO	Bulk	Approximately 20% amosite asbestos in binder material.
NOTE: Method - Asbestos-dispersion staining polarizing light microscopy Quartz-X-ray diffraction.						