

ANSWER TO INTERROGATORY NO. 37: Abex objects to this interrogatory on the grounds that it is overly broad, burdensome and, in seeking information concerning the working conditions of Abex employees, lacks relevance to this case and is not reasonably calculated to lead to the discovery of admissible evidence. Abex further states that it never had any "contract units."

38. If you or your insurance carrier have ever paid out money voluntarily, or by agreement, or in settlement, on a claim for the following diseases; asbestos, emphysema, chronic bronchitis, pulmonary fibrosis, dyspnea, carcinoma of the lungs, or mesothelioma between the years 1930 and 1978, specify for each instance:

- (a) The amount paid out;
- (b) Who paid it;
- (c) Who received the payment
- (d) The date of the payment(s);
- (e) Whether, if it was an agreement, the agreement went on file with any court, agency, or administrative body, and if so, the date and location of the filing;
- (f) The current location of any document(s) evidencing such voluntary payment, and the name, and address of their present custodian, and the time and place where counsel for plaintiff may examine and copy such document(s).

ANSWER TO INTERROGATORY NO. 38: Abex objects to this interrogatory on the grounds that it is overly broad, burdensome, lacks relevance to this case and is not reasonably calculated to lead to the discovery of admissible evidence.

39. If you or your insurance carrier have ever paid out money, voluntarily, or by agreement, or in settlement to any