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STATE OF MINNESOTA DISTRICT COURT
COUNTY OF HENNEPIN FOURTH JUDICIAL DISTRICT

Herbert G. Thorstad,
Plaintiff,

vs. File No. PI 8619001
Armstrong World Industries,
Inc., et al.,
Defendants.

Deposition of FRANK T. CHRISTENSON,
taken pursuant to Notice of Taking Deposition, taken by
Plaintiff, taken before Nancy G. Gisch, a Notary Public
in and for the County of Ramsey, State of Minnesota, on
Wednesday, the 6th day of April, 1988, commencing at
approximately 9:30 in the morning, at 2100 Meritor Tower,
in the City of St. Paul, Minnesota.

* * *

TWIN CITY COURT REPORTERS
245 MN Chamber of Commerce Bldg * 480 Cedar Street
St. Paul, Minnesota 55101
(612) 293-0498

COMPANY
FILE COPY

APPEARANCES:

DAVID C. THOMPSON and JEAN BOECHLER, Attorneys At Law, of the firm of Lauser, Knox, Olson, Racek, Craft, Thompson & Boechler, 115 North University, Suite 1, P. O. Box 1007, Fargo, North Dakota 58107-1007 appeared representing the Plaintiff.

MARK FONKEN, Attorney at Law, of the firm of Jardine, Logan & O'Brien, 2100 Meritor Tower, St. Paul, Minnesota 55101 appeared representing the Defendant, Combustion Engineering.

DENNIS D. GRANT, Attorney at Law, of the firm of Arter & Hadden, One Columbus, 10 West Broad Street, Columbus, Ohio 43215 appeared representing the Defendant, Combustion Engineering.

ALSO PRESENT:

Paul Jones

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2 * * *
3
4 WHEREUPON, the following proceedings were duly had: --
5
6 * * *
7

8 FRANK T. CHRISTENSON,

9 after having been first duly sworn,
10 deposes and says as follows:
11

12 EXAMINATION

13 BY MR. THOMPSON:

14 Q Mr. Christenson, my name is David Thompson and I'm the
15 attorney for the Plaintiff in a case titled Thorstad
16 versus -- I guess it's Combustion Engineering right now.

17 A Yes.

18 Q It's a case venued in Hennepin County, here in
19 Minnesota. I wonder if you could first state your full
20 name for the record.

21 A Frank T. Christenson.

22 Q And, Mr. Christenson, where do you reside at?

23 A 1585 Maple Avenue, Paoli, Pennsylvania 19301.

24 Q And Paoli is right outside of Philadelphia, if I remember
25 correctly.

1 A Twenty miles.

2 Q Okay. Mr. Christenson, are you presently employed?

3 A No. I'm a part-time consultant with Combustion
4 Engineering.

5 Q And how long have you been in the position of a part-time
6 consultant for Combustion?

7 A Since the beginning of November 1985.

8 Q And in your present role what are your job duties?

9 A Well, I look at interrogatories. I don't sign them, but
10 I look for correctness, completeness. I do other
11 investigations.

12 Q Is it fair to say that your role is almost exclusively
13 relating to litigation that Combustion is involved with
14 as a defendant in asbestos cases?

15 A Yes.

16 Q Now, the signatory of these interrogatory answers is a
17 gentleman by the name of Richard O'Connor; is that
18 correct?

19 A It was Richard O'Connor.

20 Q And who is Richard O'Connor?

21 A Richard O'Connor was an employee of Combustion
22 Engineering. I believe his former title was Director
23 Valley Forge Services.

24 Q And he held that title until fairly recently?

25 A Yes, he did.

1 Q Until what time, approximately, to the best of your
2 knowledge?

3 A December 31.

4 Q Was Richard O'Connor ever an employee of Refractory &
5 Insulation Corporation, the New Jersey corporation, prior
6 to June 5, 1963?

7 A No.

8 Q Now, if I may just backtrack a little bit, I am
9 interested right now in the titles and positions you
10 have held, with regard first to Combustion Engineering
11 and then, as we go back, R & I Ramtite, R & I Delaware,
12 R & I, New Jersey.

13 A Okay.

14 Q Prior to the time that you became a -- you call it a
15 special consultant. Is that the concern --

16 A Just consultant.

17 Q All right. Prior to the time that you became a
18 consultant in 1985, what was your position with
19 Combustion Engineering?

20 A I was Assistant to the Vice President of Industrial
21 Sales.

22 Q And where were you based when you held that position?

23 A Valley Forge, Pennsylvania.

24 Q And did that involve duties relating to the marketing of
25 refractory and insulation products?

1 A Yes.

2 Q And did it also involve activities in marketing relating
3 to broader activities of Combustion in marketing,
4 generating units and so forth?

5 A No.

6 Q So it essentially is an extension of the duties that you
7 may have undertaken before that?

8 A I don't understand.

9 Q All right. Prior to that time -- we will get into that.
10 There's no foundation for the question anyway.

11 Prior to that time, what was your
12 position? How far back did your assistance to Vice
13 President of Sales go?

14 A Okay.

15 Q Let's start in 1982, all right?

16 A Prior to that I was Assistant to the Vice President of
17 Marketing.

18 Q Now, was that essentially the same job, but just had a
19 different title after that?

20 A Essentially the same job.

21 MR. GRANT: I think he's
22 interested in what divisions or subsidiaries you worked
23 for, too, Frank, so as you go back, would you just be
24 specific as to the division?

25 Q (By Mr. Thompson, continuing) I assume it's a refractory

1 position?

2 A Yes, sir.

3 Q And when we were discussing your position that you left
4 in 1985, I presume to retire --

5 A Yes.

6 Q That position that you left in 1985, as Vice President of
7 Industrial Sales, that was industrial sales of the
8 refractories division?

9 A Yes, refractories.

10 Q Thank you. And that position you would have held prior
11 to 1982, or 1982 and prior, Assistant to the Vice
12 President of Marketing. Again that was the refractories
13 division of Combustion Engineering?

14 A Yes.

15 Q Okay. How long or how far back did you serve as
16 Assistant to the Vice President of Marketing of the
17 refractory division of Combustion Engineering?

18 A I started that position in 1971.

19 Q And at that time in 1971 what position did you come from?

20 A I was Division Coordinator.

21 Q For the entire refractories division?

22 A For the refractory division, yes.

23 Q What did that job involve?

24 A It primarily involved setting up a management information
25 system.

1 Q And what does that mean? I'm not familiar.

2 A Well, we were revising, for instance, the sales
3 analysis. We were getting into other computer programs.

4 Q Okay. Well, your role was, in essence, facilitating
5 marketing or products manufactured by the division?

6 A At that point it was primarily in developing the
7 systems. I actually did -- for instance, I would call it
8 files. I had to make up the files to be put into the
9 computer.

10 Q And when you say "files," sales calls, possibly?

11 A No. Customer names, product names.

12 Q Okay. And you held that position until 1971; is that
13 correct?

14 A Yes, sir.

15 Q And what was your previous title and job duties --

16 A Okay.

17 Q -- with Combustion?

18 A Job was Assistant to the Vice President of Sales.

19 Q All right. And how far back did you hold the title of
20 Assistant to the Vice President of Sales?

21 A Okay. About 1964, beginning of 1964. And at that time
22 it was because refractory installations --

23 Q Delaware corporation?

24 A Right.

25 Q And in there, too, there was a change of name to R & I

1 Ramtite in 1967, was it?

2 A Yes.

3 Q '67, or maybe not 67, but then there was a merger at some
4 point between R & I Ramtite and Combustion Engineering
5 proper?

6 MR. FONKEN: If you know.

7 Q (By Mr. Thompson, continuing) If you know.

8 A Well, all I know is Ramtite was with us.

9 Q Okay. You viewed your position ending in 1971 as
10 Assistant to the Vice President of Marketing for the
11 refractories division of Combustion Engineering?

12 A Yes.

13 Q Going back, then, you had that position back to 1971,
14 then you had the position of Assistant to Vice President
15 of Sales of originally Refractory & Insulation, the New
16 Jersey corporation, around 1964?

17 A It was the Delaware corporation.

18 Q Excuse me, the Delaware corporation in 1964?

19 A Yes.

20 Q Prior to 1964 what position did you hold?

21 A Well, there was a short period at that time when
22 Combustion acquired the assets of what was R & I of New
23 Jersey and that was in June of '63. From June of '63
24 until the end of that year, December of '63, I really
25 don't know what title I had or if I had a title.

1 Q Were you being paid?

2 A I was being paid and my duties were primarily, you know,
3 learning to work with Combustion.

4 Q And also acquainting Combustion with the operation of R &
5 I, which you had been associated with prior to that time?

6 A That wasn't really part of my job. I was really in a
7 sales capacity with Combustion. That is, for the
8 Refractory & Insulation Corporation products.

9 Q All right. Prior to June 5, 1963, what position did you
10 hold with Refractory & Insulation, the New Jersey
11 corporation?

12 A I was the Vice President and Secretary.

13 Q And how long had you been Vice President and Secretary as
14 of the time of the transaction on June 5, 1963?

15 A I had been Secretary since 1949 and have been Vice
16 President perhaps since 1958 or '59.

17 Q And 1949 would have been the time that you arrived at the
18 company?

19 A It was.

20 Q And were you in 1949 a graduate of Villanova University?

21 A Yes.

22 Q Well, how old were you -- what is your birthday?

23 A February 12, 1926.

24 Q Prior to 1949 did you do four straight years at Villanova
25 or were you in the Army?

1 A I was in the Merchant Marines.

2 Q What years were you in the Merchant Marines?

3 A '44 and '45. July of '44 to September of '45.

4 Q Okay. And when you got out of the Merchant Marines after
5 the war, you commenced college; is that correct?

6 A Yes.

7 Q And you attended Villinova from September of '45 until
8 the spring '49?

9 A Yes.

10 Q Do you have any family members who were associated with
11 that same corporation?

12 MR. FONKEN: Which same
13 corporation?

14 Q (By Mr. Thompson, continuing) R & I New Jersey?

15 A Well, my father. And I had a brother-in-law.

16 Q Your father's name is Frank Christenson. Did he have a
17 middle initial?

18 A He had a middle initial. It was "L."

19 Q And your brother-in-law, what was his name?

20 A John A. Bliss.

21 Q And he was in charge of the New York sales office?

22 A Yes, until 1967.

23 Q Yes?

24 A Yeah.

25 Q We'll get into some specifics on that later, but thank

1 you.

2 Now, I would like to go back a
3 little bit. And I'm asking you only from your own
4 knowledge, which is all I can ask for. R & I New Jersey,
5 Refractory & Insulation Corporation, a New Jersey
6 corporation; to your understanding was that incorporated
7 under another name in the year 1927 as a New Jersey
8 corporation?

9 A It had another name at that point.

10 Q Was that other name Refractory Engineering Corporation,
11 to your knowledge?

12 A I know at one point it was Redbank Refractory and at some
13 point it was Refractory Engineering.

14 Q What year did that corporation commence operations, to
15 your memory? Do you have any knowledge of that?

16 A I really don't.

17 Q Was it prior to 1927?

18 A I don't know.

19 Q Was the corporate name ever Redbank Refractory?

20 A The reason I ask that is that I don't see that in the
21 documents that I have.

22 A It sounds -- the name is familiar to me.

23 Q Could that have been a trade name or a popular name,
24 rather than a corporate name?

25 MR. FONKEN: Don't speculate on

1 that.

2 MR. THOMPSON: Yes.

3 MR. FONKEN: If you don't know,
4 tell him.

5 Q (By Mr. Thompson, continuing) I am merely trying to jog
6 your memory. And if you can't remember, I can't ask you
7 to speculate here. I'm not going to try to do that.

8 Now, Redbank Refractory; to your
9 understanding where was the manufacturing facility of
10 Redbank Refractory located?

11 MR. FONKEN: I guess I'm going
12 to have to object, because he's already stated that he
13 doesn't know anything about Redbank.

14 MR. THOMPSON: I don't think he
15 said that. I don't think that was his testimony at all,
16 Mr. Fonken. I think his testimony was that he didn't
17 know the corporate designation and the corporate
18 particulars. But let me ask this question. I think it
19 may take care of your objection.

20 A (Continuing) I don't know.

21 Q So you have no idea where that plant was located?

22 A The name Redbank is a town in New Jersey.

23 Q But you don't, of your own knowledge, have any idea as to
24 where that plant was located?

25 A No, sir.

1 Q Do you have any idea where a corporation, a plant or a
2 manufacturing facility operated by a corporate entity
3 known as Refractory Engineering Corporation, would have
4 been located?

5 A Yes.

6 Q Where was that?

7 A Port Kennedy, Pennsylvania.

8 Q So you have no knowledge of any manufacturing facility in
9 New Jersey?

10 A No.

11 Q Do you know if your father, Frank L. Christenson, was one
12 of the original incorporators of Refractory Engineering
13 Corporation in 1927?

14 A He joined Mr. Clark. Mr. Clark was the originator. At
15 what point he joined Mr. Clark and when the name changed
16 to Refractory Engineering, I don't know.

17 Q That would have been Horris N. Clark?

18 A Horris N. Clark.

19 Q So then from that answer it's apparent to me that Redbank
20 Refractory was the predecessor to Refractory Engineering
21 Corporation. Are you able to answer that question?

22 A I'm not.

23 (At this time a brief discussion
24 was held off the record.)

25 Q (By Mr. Thompson, continuing) Mr. Christenson, I'm going

1 to show you a document and I'm not going to have it
2 marked as an exhibit at this point. It's been supplied
3 to us by Combustion, if I may just walk over to you.
4 This document has been supplied to us by Combustion
5 Engineering in conjunction with discovery. It purports
6 to be the Certificate of Incorporation of Refractory
7 Engineering Corporation. And I'm using it merely to try
8 and refresh your memory, if I can.

9 This document provides the location
10 of the principal office was at 570 Windsor Street,
11 Boundbrook, Somerset County, New Jersey, and the
12 statutory agent was Horris N. Clark.

13 MR. FONKEN: Can I just state
14 for the record an objection about questions relative to
15 R & I in general, the old R & I out of New Jersey, and
16 have an ongoing objection to them for the record?
17 Because R & I is not a party to these proceedings and we
18 don't believe any questions relative to them is probative
19 or relevant. Is that acceptable with you, Counsel?

20 MR. THOMPSON: I'm sure it would
21 be noted.

22 MR. FONKEN: All right.

23 Q (By Mr. Thompson, continuing) Now, back in these days
24 corporation law required that there be a little bit more
25 detail in filing corporate papers. The object for which

1 this corporation is formed are the manufacturers sell, et
2 cetera. To your knowledge, was this facility, as of
3 1927, and, if you can speak from your own knowledge --

4 MR. GRANT: He was one year old
5 at the time, David.

6 MR. THOMPSON: I understand, but
7 you did have a father, whose name is Frank Christenson,
8 whose name appears on the third page of this document.

9 MR. FONKEN: With regard to
10 that, if you have --

11 Q (By Mr. Thompson, continuing) With regard to this, do you
12 have any knowledge as to whether as of 1927 there was a
13 manufacturing facility in Summerset County, New Jersey?

14 MR. FONKEN: Before you answer
15 that question, if your father had to tell you the
16 information to answer the question, you don't know from
17 your own knowledge and I would ask that you not answer it
18 on that basis.

19 MR. THOMPSON: He can certainly
20 say if his father said it. That's subject to whatever
21 other objections you might wish to introduce, but this is
22 reasonably calculated discovery of admissible evidence.
23 I think it's a proper question in the discovery question
24 anyway.

25 MR. FONKEN: I'm telling the

1 witness that if you ask him what his father told him,
2 fine.

3 Q (By Mr. Thompson, continuing) Okay. Did your father tell
4 you that there was a manufacturing facility operated by
5 Refractory Engineering Corporation in Summerset, New
6 Jersey or some other place?

7 A No.

8 Q Now, on the third page of the document there's a
9 reference to a Russell Wheeler, a Morris N. Clark and a
10 Frank Christenson. Do you know who Russell Wheeler is?

11 A Yes, I do.

12 Q Have you met Mr. Wheeler?

13 A Yes, I have.

14 Q All right. Was he ever involved with Refractory &
15 Insulation Corporation, the New Jersey corporation?

16 A He was. It was prior to my employment, but he was
17 employed there.

18 Q And what was his position?

19 A I don't know.

20 Q And you don't know what his job duty was?

21 A No.

22 Q And you don't know if he was a stockholder?

23 A Yes, he was a stockholder.

24 Q And how do you know that?

25 A Well, Mr. Wheeler became incapacitated with infantile

1 paralysis and he had to retire. And, as a result of this
2 disability, they issued him a preferred stock. And he
3 received dividends on -- I don't know what point in time
4 they recalled the preferred stock, but it was sometime in
5 the '50s.

6 Q And Russell Wheeler is no longer alive today?

7 A I don't know.

8 Q What was his last known address?

9 A It was Sarasota, Florida.

10 Q And when did you last have knowledge of that address,
11 approximately?

12 A We visited him once in the '30s.

13 Q Okay. Now, there's an address for Horris N. Clark,
14 Windsor Street, Bound Brook, New Jersey. Is that the
15 Horris N. Clark to whom you made reference?

16 A Yes.

17 Q And we will discuss him later. Then there's a Frank
18 Christenson, 99 - 87th Road, Jamaica, New York.

19 A Yes.

20 Q Is that your father?

21 A Yes, that's my father.

22 Q Was that your home address?

23 A That was my home address.

24 Q Do you have any knowledge of when the manufacturing
25 facility of Port Kennedy, Pennsylvania began operations?

1 A I could proximate.

2 Q I'm only asking you what you can provide me with.

3 A I would say 1932.

4 Q And do you have any idea when the name of the corporation
5 became that of Refractory & Insulation, the New Jersey
6 corporation?

7 A I thought it was 1934.

8 Q And do you have any knowledge of what the function of the
9 manufacturing facility in Port Kennedy, Pennsylvania was
10 in 1932?

11 A Broadly, yes.

12 Q Okay. Could you describe it for me?

13 A Okay. They manufactured refractory cement and they
14 manufactured insulation cement and they manufactured
15 insulation blankets.

16 Q Now, with regard to the refractory cement, did any of
17 those products contain asbestos?

18 MR. FONKEN: In 1932 now you're
19 talking about?

20 MR. THOMPSON: Yes.

21 A (Continuing) No. They shouldn't have.

22 Q Did they ever contain vermiculite?

23 A At that point in time I don't know that they used
24 vermiculite.

25 Q Was vermiculite ever used in preparation and formulation

1 of refractory cement and refractory products?

2 A Yes.

3 Q To your knowledge, approximately at what time was
4 vermiculite first used in connection with refractory
5 products? I'm talking refractory versus insulation
6 products. I'm concentrating now on refractory.

7 A Well, my knowledge is early '50s.

8 Q Okay. Now we'll go back here to 1932.

9 Therefore, from your answer, in
10 1932 it is my understanding that Refractory Engineering
11 Corporation at the Port Kennedy, Pennsylvania plant
12 manufactured refractory cement, insulation cement and
13 insulation blankets.

14 A Yes.

15 Q Were any other products manufactured, to your
16 understanding, at that time?

17 A No.

18 Q The insulation cement, did it contain asbestos?

19 A Yes.

20 MR. FONKEN: In 1932?

21 MR. THOMPSON: Yes.

22 Q (By Mr. Thompson, continuing) I'm referring to 1932, Mr.
23 Christenson, until I state to the contrary.

24 Now, again in 1932 these insulation
25 cements contained what type of asbestos fiber? Do you

1 have any knowledge of that?

2 A Chrysotil.

3 Q These insulation blankets, did they contain asbestos
4 fiber?

5 A No.

6 Q What were they manufactured of?

7 A Slag wool, slag fiber.

8 Q Do you have any knowledge of the product line of
9 insulation cement in 1932 in terms of the names of the
10 products? We are talking about insulation cement now.

11 A The only one I know of would be Stic-Tite.

12 Q And that's S-T-I-C, then separate word, T-I-T-E,
13 hyphenated?

14 A Sometimes it's hyphenated.

15 Q Okay. In 1932 what was the formulation for Stic-Tite?

16 A I don't know.

17 Q Do you believe it was the same as it was later on?

18 A No.

19 Q To your knowledge, was there a formulation change at some
20 point or at various points?

21 A I think it changed several times.

22 Q From your answer then I discern that Stic-Tite asbestos
23 insulation cement was the only product manufactured by
24 Refractory Engineering Corporation at that time which
25 contained asbestos?

1 A In 1932?

2 Q Correct.

3 A To my knowledge, yes.

4 Q Now, you have stated that you believe that the corporate
5 name changed in 1934 to that of Refractory & Insulation
6 Corporation?

7 A Yes.

8 Q Do you have any knowledge of why that corporation changed
9 title or name change was affected?

10 A I was told that -- I don't know whether it was the state
11 or national edict -- that only a true engineering firm
12 could have a the name "engineering" in the title.

13 Q And Refractory & Insulation Corporation, that name
14 remained the same, essentially, from 1934, to your
15 knowledge, until -- we're talking New Jersey
16 corporation -- until June 5, 1963?

17 A Yes.

18 Q Do you have any knowledge of why there was a move to Port
19 Kennedy, Pennysylvania from any other manufacturing site
20 or if there was prior to 1932?

21 A The move was made because the plant was for sale very
22 cheap.

23 Q Now, this plant in Port Kennedy, Pennysylvania, what had
24 it been prior to 1932, to your understanding?

25 A I understood it was a magnesia plant.

1 Q An 85 percent magnesia?

2 MR. FONKEN: Don't guess.

3 A (Continuing) I never got that far. They told me it was a
4 magnesia plant.

5 Q Okay. Who owned that plant at that time?

6 A I understand it was Valley Forge Magnesia.

7 Q How long was it, to your knowledge, after 1932 that other
8 insulation products were added to the product line by,
9 first, Refractory Engineering, then Refractory &
10 Insulation Corporation?

11 A I know that at some point during the war or before the
12 war they started to manufacture an insulating block.

13 Q And that insulation block; did that have a designation by
14 number?

15 A Not in the beginning, no.

16 Q And that insulation block; what was that made of, to your
17 knowledge?

18 A It was Portland cement, mineral wool. And it had some
19 amosite fiber.

20 Q Was any chrysotil asbestos in the insulating block?

21 A No.

22 Q Well, do you know a gentleman named Henry F. Smith?

23 A Yes.

24 Q Or knew, anyway. Is he deceased now?

25 A He is.

1 Q Was he plant manager at Refractory & Installation
2 Corporation, Port Kennedy plant for a number of years?

3 A Yes.

4 Q If I told you that he testified that this insulation
5 block was manufactured prior to the war, in the late '30s
6 or 1940 for the first time, would that jog your memory at
7 all or you don't have any firm idea?

8 A I don't have any firm idea.

9 Q Okay. Now, you were born in 1926. To your knowledge
10 when was the first time you ever visited the Port
11 Kennedy, Pennsylvania plant, approximately?

12 A Might have been seven, eight years old.

13 Q When did you first work on a part-time basis at the
14 plant?

15 A At the plant? I don't know. It was '46 or '47.

16 Q Was it in the summer, beginning in the summer?

17 A It was in the summer.

18 Q And when you first began your summer work, what were your
19 job duties?

20 A Unloading material.

21 Q When you say "material," would that be raw asbestos fiber
22 from railroad cars and trucks?

23 A I don't recall raw asbestos fiber.

24 Q When you say "unloading material," raw material of
25 whatever type?

1 A Raw material.

2 Q Did the plant have its own railroad siding, to your
3 knowledge?

4 A Yes.

5 Q Did the plant also have deliveries made by truck back at
6 that time period?

7 A Yes.

8 Q That summer, you don't know whether it was '46 or '47?

9 A Right.

10 Q One or the other?

11 A Yes.

12 Q And whatever summer it was, then did you work in the
13 succeeding summers prior to the time that you graduated
14 from Villinova?

15 A At the New York office. Not at the plant.

16 Q So you only worked one summer at the plant?

17 A It was not a complete summer at the plant.

18 Q How long did you work there?

19 A Two weeks.

20 Q Then thereafter you worked at the New York sales office
21 for your brother-in-law, Mr. Bliss?

22 A I'm trying to remember Jack Bliss -- yes, Jack Bliss was
23 there.

24 Q When you first began working in the New York sales
25 office?

1 A I think he was employed since 1946.

2 Q And was that office located in an office building
3 situated at 120 Wall Street?

4 A Yes.

5 Q Was a gentleman named H. C. Ruben ever employed at the
6 New York sales office?

7 A Yes. It was -- understand, please, that it was our
8 general office.

9 Q Oh.

10 A It was not only a sales office.

11 Q All right. I guess I did not understand that.

12 Q How long was the office at 120 Wall Street the general
13 office of the Refractory & Insulation Corp., the New
14 Jersey corporation?

15 A It moved to Pennsylvania in 1961 and I would estimate it
16 was at 120 Wall Street since the early '40s.

17 Q Now, starting with when you were a part-time employee,
18 summers, in New York, when or what were your job duties
19 at first?

20 A Doing the mail, typing form letters, running the mailing
21 list, wrapping packages.

22 Q And what were your succeeding duties after you finished
23 your mail room duty?

24 A Typing form letters.

25 Q Okay. Were you involved in sales at that point?

1 A No.

2 Q What were your duties after that point? That's what your
3 entire summer work in New York constituted?

4 A Yes.

5 Q How many summers did you work there?

6 A Well, four summers, really.

7 Q Could one of the summers that you worked in New York also
8 be the same summer that you also worked in Port Kennedy?

9 A Yes.

10 Q Mr. Bliss; is he living today?

11 A There's a John A. Bliss and a John J. Bliss. John J. was
12 John A. Bliss's father.

13 Q All right.

14 A Both Blissess are deceased.

15 Q Were both working in the New York sales office or New
16 York office, rather, in 1946?

17 A John A. Bliss was in New Jersey. And perhaps during that
18 time for several years he was a --

19 Q Sales representative?

20 A Yes.

21 Q In these four summers that you worked in the New York
22 office of Refractory & Insulation Corporation did you
23 ever hear of or did you ever become aware of a large
24 United States Navy project on the island of Guam which
25 would involve or perspectivevely involved Refractory &

1 Insulation Corporation supplying refractory insulation
2 materials to that job?

3 A I have no recollection.

4 Q We'll advance it a little bit. When you came on board in
5 1949, requisitions were going out on this job, some sales
6 correspondence from Mr. Ruben. Did you have any
7 knowledge of this job at that time?

8 A No.

9 Q When was the first time you had any knowledge of that job
10 in conjunction with this lawsuits?

11 A Regarding that job, this lawsuit? Yes.

12 Q That was my question, yes.

13 A Yes.

14 Q Now, how often would it be that you would visit the Port
15 Kennedy facility back in the times that you were employed
16 in the summer; did that happen at all?

17 A It wouldn't be a regular thing. It would be by
18 exception, really.

19 Q All right. Well, when you say not "a regular thing,"
20 couple times a summer?

21 A No. If I got there once, it would be more normal.

22 Q When you came to work for Refractory & Insulation
23 Corporation in 1949, after college, did you immediately
24 assume the position of secretary of the corporation?

25 A Yes.

1 Q And were you based at that time in New York?

2 A Yes.

3 Q And is it fair to say from your previous testimony that
4 you were based primarily at 120 Wall Street until 1961?

5 A Yes.

6 Q In your role as secretary -- and I am referring
7 specifically to your job duties when you came on board as
8 a full-time employee out of college. First of all, what
9 were those duties?

10 A It really took a minimal amount of time. It was
11 primarily to write up the minutes of four directors
12 meetings a year.

13 Q You were also employed as an employee of Refractory &
14 Insulation Corporation?

15 A Yes.

16 Q What was your title?

17 A I was -- well, I was secretary.

18 Q I understand that.

19 A I did bookkeeping. I did mailing.

20 Q Were you ever involved in reports to governmental
21 entities, state and federal, in connection with various
22 recording that would be required by law?

23 MR. FONKEN: During what time
24 period now?

25 Q (By Mr. Thompson, continuing) We are talking starting out

1 in 1949.

2 A No.

3 Q Were you ever subsequently involved in any of that?

4 A At some point in time there's a report that goes to the
5 government where you have to put tonnages and, I believe,
6 its dollar amounts. Might only be tonnages of
7 refractories and that's the only government report I have
8 really been involved in.

9 Q Mr. Christenson, in your role as secretary, and I guess
10 you didn't have any other real title, beginning in 1949,
11 what were your contacts with the Port Kennedy,
12 Pennysylvania plant? Let's talk 1949. How frequently
13 would you go to the plant?

14 MR. FONKEN: In context you are
15 talking about physical visit?

16 MR. THOMPSON: Physical visit,
17 yeah.

18 A (Continuing) I'd say two or three times a year.

19 Q In 1949 who was the chief operating executive on site at
20 the plant?

21 A H. N. Clark.

22 Q Horris N. Clark?

23 A Horris Clark.

24 Q I'll just ask this; is Horris N. Clark by any chance
25 still living today?

1 A No.

2 MR. GRANT: Dave, your question
3 was at Port Kennedy?

4 MR. THOMPSON: Yeah.

5 MR. GRANT: Or in New York?

6 MR. THOMPSON: No. I was asking
7 in Port Kennedy.

8 MR. FONKEN: That is correct.
9 That's what you understood, right?

10 THE WITNESS: That is.

11 MR. THOMPSON: I don't know --
12 if I misstated myself, I'm sorry.

13 THE WITNESS: No. That's fine.

14 Q (By Mr. Thompson, continuing) Who was second in command?
15 I'm using very blunt terms here.

16 A At Port Kennedy?

17 Q At Port Kennedy in 1949.

18 A C. K. Clark.

19 Q And --

20 A I'm sorry. It was Christopher Branda, B-R-A-N-D-A.

21 Q And Christopher Branda; is he still living today?

22 A I don't know.

23 Q When did Morris N. Clark die?

24 A 19 -- I think it was -- somewhere between '66, '67, '68.

25 Q Sometime between '66 and '68, approximately?

1 A Yes.

2 Q Do you know what he died of?

3 A No.

4 Q Christopher Branda; is he still living today?

5 A I don't know. I would say this. I think he would be
6 very old if he was still living.

7 Q How old a man would you estimate that Mr. Branda would be
8 if he was still living today?

9 A About 89, 90.

10 Q C. K. Clark; was he the son of Morris N. Clark?

11 A He was a brother.

12 Q Is C. K. Clark still living today?

13 A Yes, he is.

14 Q Where is C. K. Clark today?

15 A Norristown, Pennsylvania.

16 Q And how old a man is C. K. Clark today?

17 A Eighty-seven, 88.

18 Q What kind of health is Mr. Clark in today?

19 A I understand it's failing.

20 Q I'm going to break here and just ask you; do you know --
21 well, first of all, I know that you have been deposed in
22 connection with some other cases. I have read a couple
23 transcripts. Could you tell me if you could remember
24 back to the first time that you have been deposed in
25 connection with an asbestos personal injury case, or an

1 asbestos related workers' compensation claim?

2 MR. FONKEN: Are you asking a
3 year now?

4 MR. THOMPSON: Well, yeah,
5 approximately what time.

6 MR. GRANT: That he was
7 deposed?

8 MR. THOMPSON: Yeah.

9 A (Continuing) It was 1977.

10 Q And do you remember the name of the case or the name of
11 the claimant?

12 A No, but it was --

13 Q Was it a plant worker case?

14 A No.

15 Q It was a third party case filed by someone who alleged to
16 have sustained asbestos related personal injury by
17 exposure to R & I products?

18 MR. FONKEN: If you know what
19 kind of a case it was. I guess he is asking that. If
20 you don't, tell him.

21 A (Continuing) It was in Tennessee.

22 Q Do you know who the lawyers were? Paul Gillanwater; does
23 that name ring a bell?

24 A That name is familiar to me. I can't say in this
25 connection. I have heard the name.

1 Q Do you know who was representing Combustion Engineering
2 at that time?

3 A Yes.

4 Q Who was?

5 A George Morton.

6 Q George Morton?

7 A Morton.

8 Q M-O-R-T-O-N?

9 A Yes.

10 Q Where is he practicing law or where did he practice law?

11 A Knoxville, Tennessee.

12 Q And that case was venued in Tennessee, I assume?

13 A I don't know what that means.

14 Q The case was filed in Tennessee?

15 A I believe so.

16 Q Okay. After 1977 what was the next time you were deposed
17 in this connection?

18 MR. FONKEN: You mean in
19 connection with asbestos?

20 Q (By Mr. Thompson, continuing) In connection with asbestos
21 litigation and/or workers' compensation?

22 A I have never had anything to do with worker comp claims.

23 Q Okay.

24 A I really don't know. Probably was either '79, '80.

25 Q Okay. And in 1979, '80 where were you deposed?

1 A Well, I was deposed in Philadelphia several times. There
2 was also some Louisiana cases.

3 Q In connection with the Pennsylvania cases, who was the
4 attorney representing Combustion?

5 A His name was Andre Dennis.

6 Q And he's based in Philadelphia, I assume?

7 A Yes.

8 Q And that's D-E-N-N-I-S?

9 A Yes.

10 Q Do you know who the plaintiffs' lawyers or some of them
11 were? Gene Luchs; does that ring a bell?

12 A Name's familiar, yes.

13 Q Ed Ruben?

14 A Ruben is.

15 Q Any others?

16 A I think there was somebody by -- the last name was Paul.
17 Then it was --

18 Q What type of cases were these? Were these plant worker
19 cases or were they --

20 A No. They weren't plant worker cases.

21 Q None of them were plant worker cases?

22 A None of these people were employed by us.

23 Q In any deposition that you testified in connection with?

24 A No.

25 Q Approximately how many depositions have you given

1 altogether?

2 A Eleven.

3 Q That's a good approximate number.

4 When were you deposed in Louisiana?

5 A I would think it was 1981.

6 Q And do you know who the defense lawyer was representing
7 Combustion in Louisiana?

8 A Yes. Michael Johnson.

9 Q And he's in New Orleans?

10 A Yes.

11 Q Plaintiff's lawyer down there, do you have any knowledge
12 of the name there?

13 A I don't recall the name.

14 Q Okay. How many times were you deposed in connection with
15 the Louisiana cases? Just once?

16 A Yes, once.

17 Q Once in Tennessee?

18 A Once in Tennessee.

19 Q Nine times in Philadelphia?

20 A No. There was some in New Jersey.

21 Q Okay. When were you deposed in New Jersey?

22 A Well, it might have been '81, '82. And once in
23 Illinois.

24 Q In New Jersey who was the defense lawyer for Combustion?

25 A Peter Piro.

1 Q And he's based in Newark, New Jersey?

2 A Northern New Jersey.

3 Q Did you know who the plaintiff's lawyer was when Mr. Piro
4 was representing Combustion?

5 A No.

6 Q Okay. Were those cases venued in Essex County or --

7 A I don't know.

8 Q -- all over the place?

9 Okay. You don't know.

10 How many times were you deposed in
11 New Jersey?

12 A I recall once, specifically.

13 Q You don't know who the plaintiffs' lawyers were; firm
14 name Williams, Colon, Spitzer (ph.), One Woodbridge
15 Plaza, Woodbridge New Jersey?

16 A Name's familiar.

17 Q Once in Illinois?

18 A Once in Illinois.

19 Q When was that?

20 A 1980 or 1981.

21 Q And at that time how many times were you deposed in
22 Illinois? Once?

23 A Once.

24 Q Who was the defense lawyer for Combustion?

25 A Edward Melia, M-E-L I-A.

1 Q And he was in Chicago?

2 A Chicago.

3 Q Do you know who the plaintiff's attorney was?

4 A No.

5 Q I'm going to recap and see if it's what you have
6 remembered.

7 First time you were deposed, to
8 your memory today, was in Tennessee. George Morton was
9 the defense attorney for Combustion in Knoxville,
10 Tennessee?

11 A Yes. The only thing I want to say is I wasn't
12 necessarily in Tennessee or in Louisiana, okay, but those
13 were the --

14 Q You're giving me what I'm looking for.

15 A -- places.

16 Q 1979, '80 you believe you were deposed in Philadelphia
17 maybe more than once?

18 A Yes.

19 Q Andre Dennis of Philadelphia was the defense lawyer?

20 A For awhile.

21 Q Then who was it?

22 A Joseph Winning.

23 Q Joseph Winning?

24 A Yes. It's William Winning. It's not Joseph.

25 Q And then in Louisiana you were deposed approximately

1 once. Michael Johnson of New Orleans was the defense
2 lawyer?

3 A Yes.

4 Q New Jersey; Peter Piro was the defense lawyer. You were
5 deposed, you remember, once?

6 A Right.

7 Q Illinois; Ed Melia, M-E-L-I-A, was the defense lawyer?

8 A Yes.

9 Q And were you deposed after '79, '80 in Philadelphia, as
10 well?

11 A Yes.

12 Q What year were you deposed in Philadelphia, to your
13 knowledge?

14 A Well --

15 Q I understand there were a number of them?

16 A Yes. 1985, I know for sure. 19 --

17 Q Who was the plaintiff's lawyer in that case?

18 A His name was Mitchell Colon, C-O-L-O-N.

19 Q Was Ed Ruben at that deposition, too?

20 A I don't think so.

21 Q And where was Mr. Colon based?

22 A Philadelphia.

23 Q Does he practice with Gene Luchs, do you know?

24 A I don't know.

25 Q Okay. So was that the last time you were deposed in

1 Philadelphia?

2 A I'm sorry. That was -- 1987 was the last time.

3 Q And that would have been that Mitchell Colon instance,
4 correct?

5 A Yes.

6 Q Any after that? Is this the next deposition?

7 A No. This is the first one after that.

8 Q Okay. When in '87 were you deposed there?

9 A June or July.

10 Q That was in connection with a personal injury or property
11 damage case?

12 A Personal injury.

13 Q And was there one plaintiff or a number of them?

14 A There was one plaintiff.

15 Q And where did he work, do you know?

16 A The plaintiff?

17 Q (Affirmative nod.)

18 A He was a contractor. He worked a number of places.

19 Q Do you know his name?

20 A Kerwin Kelly.

21 Q K-E-R?

22 A K-E-R-W-I-N, Kelly, K-E-L-L-Y.

23 Q How long was that deposition?

24 MR. FONKEN: How long did it

25 last?

1 MR. THOMPSON: Yes.

2 A (Continuing) For me?

3 Q Right.

4 A Hour, hour and a half.

5 Q Okay. And then prior to 1987 when were you deposed?

6 A '86.

7 Q And was that in Philadelphia?

8 A Philadelphia. Same case.

9 Q Okay. Prior to that time when were you deposed?

10 A Okay. I really can't put a, you know, fix a date on it.
11 I would say '82, '83.

12 Q All right. And that was in Philadelphia?

13 A Philadelphia.

14 Q And do you remember the plaintiff's name in that case or
15 those cases?

16 A No, I don't remember the plaintiff's name.

17 Q Were there a number of them, captions with a number of --

18 A I don't recall.

19 Q Just going to look for a document for one moment here and
20 then we'll start up.

21 MR. GRANT: Are you going to
22 take a five minute break?

23 MR. THOMPSON: Sure.

24 (At this time a brief recess was
25 held off the record.)

1 (At this time Christenson
2 Deposition Exhibits Numbers 1 and 2 were marked for
3 identification by the court reporter.)

4 Q (By Mr. Thompson, continuing) Mr. Christenson, I'm going
5 to show you copies of an exhibit which I have had marked
6 Deposition Exhibit Number 1 and Number 2. They are
7 attachments to the 5/19/63 agreement or contract
8 involving the transaction that occurred on that date and
9 there are a number of names on both documents.

10 Turning first to Deposition Exhibit
11 Number 1, which is the one on your right -- they are
12 marked at the bottom of each page -- I wonder if you
13 could tell me, going in order here -- and I'm going to
14 focus on 1946, to your knowledge.

15 A Right.

16 Q Okay. To your knowledge was H. N. Clark with the company
17 as of the year 1946?

18 A Yes.

19 Q And was he based in -- I think I have asked this
20 question. I believe you stated that he was based in Port
21 Kennedy?

22 A Spent most of his time there.

23 Q And he was chief of operations from at least 1946 through
24 1950 and beyond, is that correct, at Port Kennedy?

25 A Oh, yes.

1 Q I believe that he was later than that. I'm just
2 confining myself to this period of time right now.

3 Then the second name on there --
4 and I'm reading upside down -- is H. C. Ruben.

5 A Right.

6 Q Now, H. C. Ruben, I believe you have testified, was based
7 in the New York office?

8 A Yes.

9 Q Was he based in the New York office in the period '46
10 through 1950?

11 A Yes.

12 Q And he was the Treasurer of the corporation at that time?

13 A Yes.

14 Q Do you recognize his signature?

15 A Yes.

16 (At this time a brief discussion
17 was held off the record.)

18 (At this time Christenson
19 Deposition Exhibit No. 3 was marked for identification by
20 the court reporter.)

21 Q (By Mr. Thompson, continuing) Mr. Christenson, I'm going
22 to hand you what's been marked as Deposition Exhibit
23 Number 3. It appears on stationery of Refractory &
24 Insulation Corporation and the R & I logo, signifying
25 also 120 Wall Street, New York 5. I wonder if you could

1 take a look at that document. It looks like a negative,
2 if you will. I'm interested, first of all, if you
3 recognize that stationary.

4 A Yes.

5 Q Was that the stationery or does the logo on Deposition
6 Exhibit Number 3 correspond with your memory of what the
7 regular letterhead of Refractory & Insulation Corporation
8 and its main office, what it was in 1949?

9 A Yes.

10 Q Now, the R & I and the circle, was that the logo of the
11 corporation?

12 A Yes.

13 Q Now, if you look at the bottom, I believe there's a
14 signature on that copy of the correspondence or a copy of
15 a signature on that correspondence. I wonder if you
16 could tell me if you recognize that signature.

17 A Yes, I could.

18 Q And whose signature is that?

19 A H. C. Ruben.

20 Q That appears to be a true and accurate copy of his
21 signature; is that correct?

22 A Yes.

23 Q On a true and accurate copy of Refractory & Insulation
24 corporate letterhead at that time period?

25 A Yes.

1 Q Do you ever remember a product known as CEC Special?

2 A Yes.

3 Q What was CEC Special?

4 A It was an insulating cement. It was similar to
5 Stic-Tite, except that it had some dry silicate soda in
6 it, the purpose for which, when water was added to the
7 product, the silicate soda would be in solution, you
8 know, and when you trowel, the water would tend to come
9 to the surface. And when it dried, it made it a stronger
10 insulating cement.

11 Q Now, did this insulating cement contain asbestos fiber?

12 A Yes.

13 Q What type of asbestos fiber did it contain, to the best
14 of your knowledge?

15 A Chrysotil.

16 Q What years was CEC manufactured?

17 A It was manufactured when I, you know -- I remember in
18 1949 and it was discontinued in the early '40s, '50s.

19 Q Okay. So it was being manufactured at Port Kennedy in
20 1949?

21 A Yes.

22 Q And was discontinued in --

23 A In the early '50s.

24 Q Does CEC stand for Combustion Engineering Corporation?

25 A Yes.

1 Q What was the reason for that particular designation?

2 MR. FONKEN: If you know.

3 Q (By Mr. Thompson, continuing) If you know.

4 A I don't know.

5 Q Did Refractory & Insulation Corporation do a lot of
6 business with Combustion Engineering Corporation when you
7 first became associated with Refractory & Insulation in
8 an employee capacity, as a worker? Do you have any
9 knowledge of that?

10 A Yes.

11 Q And Refractory & Insulation Corporation did a lot of
12 business with Combustion at that time, which would have
13 been approximately 1946, '47?

14 A They were a good customer.

15 Q When you say "a good customer," were they in the top two
16 or three or five of all summers?

17 A I would say they are.

18 Q I'm talking as of 1946, '47?

19 A I would say they were.

20 Q Were they the number one customer?

21 A Probably.

22 Q Do you have any idea of volume and dollars of sales that
23 Combustion Engineering represented as a purchaser?

24 MR. FONKEN: In 1946 now you are
25 asking?

1 Q (By Mr. Thompson, continuing) '46, '47?

2 A No.

3 Q Do you have any idea of percentage of total -- let's look
4 at it this way -- total Refractory & Insulation products
5 sales.

6 Let me ask you a prefatory
7 question. I have so many questions I want to ask you.

8 First, did Combustion Engineering
9 Corporation in 1946, '47, to the best of your knowledge,
10 purchase both refractory products and insulation products
11 manufactured by Refractory & Insulation Corporation?

12 A Yes.

13 Q At that time could you give me a rough percentage of the
14 volume and sales that each arm of the company, refractory
15 versus insulation, occupied at that time, in terms of
16 total sales?

17 A At that time it was -- might have been 50-50.

18 Q What percentage of total sales did Combustion Engineering
19 account for? I'm talking now, encompassing now, both
20 refractory and insulation products manufactured by
21 Refractory & Insulation Corporation. Fifty percent?

22 A In what year?

23 Q Approximately 1946.

24 A I don't know.

25 Q Okay. Let's say 1949.

1 A The only thing really -- the number that sticks in my
2 mind is total sales in 1949 were about \$700,000.

3 Q Okay.

4 A And I don't know what percentage of that was Combustion.

5 Q Is it fair to say that in 1949 Combustion was the number
6 one customer of R & I?

7 A I think so.

8 Q What about in succeeding years, 1950, '51, '52?

9 A What happened was the sales market --

10 MR. FONKEN: First of all, are
11 you asking the same questions, what percentage?

12 Q (By Mr. Thompson, continuing) You have testified that, to
13 the best of your knowledge, Combustion was the number one
14 customer of R & I in 1949. What about 1950?

15 A Well, I can't say specifically 1950, but what started to
16 happen, the sales department started to get orders from
17 the steel industry and that segment of the business
18 started to grow. That was refractory business,
19 predominantly.

20 Q Okay. But Combustion Engineering continued to be a very
21 large account?

22 A Yes.

23 Q For both refractory and insulation products?

24 A Yes. As time went on, refractories, due to design
25 changes, the use of refractories declined dramatically.

1 Q So the insulation increased and refractories decreased.
2 Is that essentially what took place?

3 A With Combustion that would be true.

4 MR. GRANT: Time frame for
5 that?

6 Q (By Mr. Thompson, continuing) Yeah.

7 A Well, the design changes really started in the '50s, but
8 then, let's say, in 1955 there was a dramatic change for
9 the design and in 1965 it virtually wiped out all
10 refractory.

11 Q Now, we're doing what often happens in my depositions and
12 that's that we get afield a bit. If we could go back to
13 what's been marked as Deposition Exhibit Number 1, I
14 think we were up to H. C. Ruben. And I believe your
15 testimony was that he worked in New York primarily and
16 his position was Treasurer; is that correct?

17 A Yes.

18 Q C. K. Clark; he was at Port Kennedy?

19 A Yes.

20 Q And I believe you have testified that -- did you testify
21 that he is still living?

22 A Yes, he is still living.

23 MR. FONKEN: Are you specifying
24 any time frame for people being at Port Kennedy versus
25 somewhere else.

1 MR. THOMPSON: I'm talking 1946
2 through '49.

3 MR. FONKEN: Through '50?

4 MR. THOMPSON: Or through '50.

5 Q (By Mr. Thompson, continuing) Next name is R. T. Hegeman?

6 A Hegeman.

7 Q Now, is R. T. Hegeman still alive, to your knowledge?

8 A Yes, yes.

9 Q Where does he live?

10 A Vero Beach, Florida.

11 Q How old a man is Mr. Hegeman today; do you know?

12 A Seventy-two.

13 Q Is he in good health, to your knowledge?

14 A Yes.

15 Q What was his job?

16 A At that point?

17 Q No. 1949 through '50.

18 A I think it might have been sales manager.

19 Q And F. T. Christenson; that's you?

20 A That's me.

21 Q A. S. Arwine; would you know --

22 A Arwine.

23 Q Is Mr. Arwine living today?

24 A No.

25 Q Was he based at Port Kennedy?

1 A Yes.

2 Q Do you know what he died of?

3 A No.

4 Q Do you know when he died?

5 A I think it was late '70s.

6 Q G. Andrews?

7 A Yes.

8 Q Is Mr. Andrews still alive?

9 A He wasn't with the company at that time period.

10 Q Okay. Mr. Bliss we have discussed. And J. Bliss was in
11 New York?

12 A New York, yes.

13 Q That was not the Bliss that was in New Jersey; is that
14 right?

15 A Yes. I'm sorry. This is J. A. Bliss and at this point
16 in time he would have been in New Jersey.

17 Q All right. And he was in New Jersey in the late '40s; is
18 that right?

19 A Yes.

20 Q And Mr. Bliss is not still alive?

21 A No. He is deceased.

22 Q And John J. is dead, too, his father?

23 A Yes.

24 Q R. G. Hammer; was he employed at that time?

25 A He was employed.

1 Q We're talking '46 through '50?

2 A Yes. He was located in Chicago.

3 Q Was he a sales manager out there, western district sales
4 manager?

5 A At this point in time he was a salesman.

6 Q Is he still living?

7 A No, he isn't.

8 Q Do you know what he died of?

9 A He had a bad heart.

10 Q G. Mann, M-A-N-N?

11 A Right.

12 Q Do you know where he's living today?

13 A Yes.

14 Q Where is that?

15 A It's near Ardmore, Pennsylvania.

16 Q Was he working in Port Kennedy at that time?

17 A No. He had his own little office in Philadelphia.

18 Q Is he the sales representative for the Philadelphia area?

19 A He was the sales rep, yes.

20 Q Did he later work at Port Kennedy?

21 A Later the office was moved to Port Kennedy, yes.

22 Q Was he always involved in sales?

23 A Yes.

24 Q Would he have any knowledge of the manufacturing
25 operation?

1 MR. FONKEN: I am objecting. No
2 foundation as to what knowledge he may have.

3 MR. THOMPSON: I agree.

4 Q (By Mr. Thompson, continuing) Okay. T. O'Dwyer --

5 A Right.

6 Q Is he still alive?

7 A O'Dwyer's alive. He resides in Jacksonville, Florida. I
8 don't know. I'm trying to remember when he came and it
9 probably was '47 to '48.

10 Q And was he at Port Kennedy?

11 A No. He worked in the New York office.

12 Q Did he ever work at Port Kennedy?

13 A No.

14 Q All right. Now, I'd like to go over this other list. I
15 think we have covered a number of the people. The first
16 name on Deposition Exhibit Number 2 is George H. Andrews,
17 Junior. Would that be the same as G. Andrews?

18 A Yes.

19 Q And Alva S. Arwine would be the same as A. S. Arwine?

20 A Right.

21 Q Joseph A. Bellington; is Mr. Bellington still alive
22 today?

23 A Yes, he is.

24 Q Was he employed by the company between 1946 and '50?

25 A It might have been '47 that he came to the company.

1 Q What was his position?

2 A He was the order entry clerk for part of that time.

3 Q Where does he live now?

4 A Ponte Vedra, Florida.

5 Q And is he in good health today?

6 A Yes.

7 Q What did his role consist of, to the best of your
8 knowledge, back in the '40s?

9 A He would receive the orders, either through the mail or
10 on the telephone, write them up so they could be --

11 Q From customers?

12 A From customers.

13 Q Okay. Rudolph G. Hammer would be the same as R. G.
14 Hammer?

15 A Yes.

16 Q Raymond T. Hegeman would be the same as R. T. Hegeman?

17 A Yes.

18 Q George A. Mann would be the same as G. Mann?

19 A Yes.

20 Q Howard L. Marwick; is Mr. Marwick alive today, to the
21 best of your knowledge?

22 A No, he is not.

23 Q Do you know what Mr. Marwick died of?

24 A No.

25 Q Was Mr. Marwick employed by Refractory & Insulation

1 Corporation in the late '40s?

2 A Yes.

3 Q What was his role or job?

4 A He was in the sales capacity.

5 Q Did he work at Port Kennedy?

6 A No. He worked out of the New York office for most of
7 that time.

8 Q Robert Nelson; would that be the same as Robert E.
9 Nelson?

10 A Yes.

11 Q Would he have been the person who is in charge of quality
12 control at the quality control lab at Refractory &
13 Insulation Corp. for a number of years?

14 A Not at that time.

15 Q What was he doing in the late '40s?

16 A A student.

17 Q Was he working for Refractory & Insulation Corporation in
18 the late '40s?

19 A No.

20 Q When did he begin work with Refractory & Insulation
21 Corp.?

22 A I thought it was 1951.

23 Q That's right. But that is the Nelson, that's the Robert
24 E. Nelson?

25 A Yes, it is.

1 Q Robert Nelson, the same.

2 Thomas L O'Dwyer is the same as T.

3 O'Dwyer?

4 A Yes.

5 Q Harold C. Ruben is the Mr. Ruben whose signature you have
6 cited as appearing on Deposition Exhibit 3?

7 A Yes.

8 Q Henry F. Smith; do you know when Mr. Smith first became
9 employed by Refractory & Insulation Corporation? Was it
10 1936?

11 A Yes.

12 Q And he served as plant manager -- well, a number of
13 positions, but he retired as plant manager, Port Kennedy,
14 1982, approximately?

15 A Yes.

16 Q He died of a heart attack recently?

17 A Yes.

18 Q Did he have any pulmonary problems, to the best of your
19 knowledge?

20 A I don't know.

21 Q Do you know where he was when he died?

22 A In the hospital.

23 Q Mr. Smith.

24 A In the hospital.

25 Q Hospital. Do you know where the hospital was?

1 A Philadelphia.

2 Q Do you know which one it was?

3 A I don't know why the name Lankenow comes to me.

4 Q Lankenow?

5 A Yeah.

6 Q William F. Snyder?

7 A The salesman.

8 Q Was he working with the company in 1946 through '50?

9 A No.

10 Q Okay. Now, I'd like to go back to CEC Special for a
11 moment. You have stated that it was an insulator, like
12 Stic-Tite, but that it had -- did you say what type of
13 soda?

14 A Silicate of soda.

15 Q Silicate of soda in it so that when water was added, it
16 would expand?

17 A No. It would just go into solution.

18 Q And you believe that it was made or it was being made
19 when you first were a full-time employee, the first time
20 that you had knowledge of it in 1949. And then you
21 believe it was discontinued in the early '50s?

22 A Yes.

23 Q And you don't know why it was discontinued?

24 A I don't. It was lack of sales volume.

25 Q It was a product which was sold exclusively to Combustion

1 Engineering Corporation?

2 A We had some product, as I recall. It was called Heat
3 Check or Number 1800.

4 Q Heat Check?

5 MR. FONKEN: His question was --

6 Q (By Mr. Thompson, continuing) Was CEC Special sold
7 exclusively to Combustion Engineering?

8 A Yes, it was.

9 Q But essentially the same product would be marketed under
10 another name, such as Heat Check. What was the other
11 number?

12 A Heat Check or 1800 cement.

13 MR. THOMPSON: If I may have a
14 moment, I want to mark an exhibit, Counsel.

15 Q (By Mr. Thompson, continuing) Mr. Christenson, what
16 percentage of CEC Special was Stic-Tite? In other words,
17 how much of it amounted to Stic-Tite? Was there any
18 Stic-Tite in it?

19 A I don't know. Really I don't know the formula.

20 Q Would Mr. Momme be in possession of that formula?

21 MR. FONKEN: If you know.

22 Q (By Mr. Thompson, continuing) If you know.

23 A I don't know.

24 Q Mr. Christenson, who developed the formulation for CEC
25 Special? Was it Combustion Engineering or it was

1 Refractory & Insulation Corporation?

2 A I don't know, but I assume it was us, R & I.

3 Q Why would you assume that, when it was called CEC
4 Special?

5 A Combustion had, you know, no knowledge, really, of the
6 product.

7 MR. FONKEN: He's going to get
8 you to try to assume plenty of things. Don't do it on
9 your own.

10 Q (By Mr. Thompson, continuing) Have you ever heard of an
11 outfit called Brown-Pacific-Moxon?

12 A Not until I read it in this.

13 Q In the context of this lawsuit?

14 A Yes.

15 Q Mr. Christenson, do you have any knowledge of any dust
16 surveys ever being conducted at the Port Kennedy,
17 Pennsylvania plant by anybody?

18 A No.

19 Q So you don't now if there have been any or there haven't
20 been any?

21 A No, I don't know.

22 Q Have you ever heard of any dust surveys being conducted?

23 A No.

24 Q In the context of your job, now, your full-time job,
25 beginning in 1949, up through 1961, when I believe that

1 you moved to Port Kennedy, was your contact with the Port
2 Kennedy facility on a regular basis?

3 A I'd say primarily expediting material.

4 Q Was that by telephone?

5 A Telephone, usually.

6 Q How often would you visit the plant?

7 A Again, it was an irregular thing; three, four times a
8 year.

9 Q And that would be from, say, '49 through 1961?

10 A Yes.

11 Q And you visited the plant three, four times a year on
12 average?

13 A Yes. I would say that in '61 I stepped it up more than
14 that.

15 Q Why was that?

16 A Well, I just wanted to become more familiar with what was
17 going on.

18 Q That was just before you moved over there, is that
19 correct?

20 A Yes.

21 Q And what was the reason for the move?

22 A From New York?

23 Q (Affirmative nod.)

24 A Well, Mr. Clark wanted it moved and it was an efficiency.

25 Q Cost cutting move?

1 A Yes.

2 Q And that was Horris N. Clark?

3 A Right.

4 Q Now, in those subsequent years -- when I say "subsequent
5 years," I'm talking about '50 through '61 -- you were
6 visiting the plant three or four times a year, correct?

7 A Yes.

8 Q Did you ever, during that time period, inspect or view
9 the manufacturing area of the plant?

10 A Yes.

11 Q Do you have a working knowledge of how the plant was laid
12 out in the late 1940s?

13 A Pretty well.

14 Q Is it fair to say that the plant was basically segregated
15 into a refractory operation and an insulation operation?

16 A Yes.

17 Q And was there a wall that separated the two operations,
18 to the best of your memory and knowledge today?

19 A There was a wall with a door, yes.

20 Q And was that a brick wall?

21 A Yes.

22 MR. THOMPSON: Would you mark
23 these.

24 (At this time Christenson
25 Deposition Exhibits Numbers 4 and 5 were marked for

1 identification by the court reporter.)

2 Q (By Mr. Thompson, continuing) Mr. Christenson, I'm going
3 to show you what have been marked as Deposition Exhibits
4 4 and 5. They look like photographic negatives. They
5 are on what looks to be an order sheet stationery of
6 Combustion Engineering Superheater, Inc., states 200
7 Madison Avenue. Do you remember -- and I want to carry
8 you back to 1949. These are both dated 1949, August.
9 Deposition Exhibit Number 4 is dated June 23, '49. And
10 Deposition Exhibit Number 5 is dated the same date, I
11 guess. Might even be the same -- no, they don't appear
12 to be the same document. To the best of your knowledge,
13 did Combustion Engineering Superheater, Inc. have an
14 office at 200 Madison Avenue, New York?

15 A Yes.

16 Q Did you have occasion to visit that office frequently?

17 A Yes.

18 Q Was this because Combustion was the number one customer
19 of your company?

20 A It was a good customer.

21 Q What contacts did you routinely make? What was the
22 purpose of your visits to that office?

23 A Sale of material.

24 Q Were you involved in the sale of this particular material
25 that's referred to on Exhibit 4 and 5? And there are

1 lists of the Moldit, Stic-Tite, Pakinsul, CEC Special,
2 Mixture B.

3 A No. Didn't start going up to Combustion until the early
4 '50s.

5 Q Who would have been the salesman or who would have been
6 the Refracturing & Insulation Corporation representative
7 who would have dealt with that account at that time?

8 A My father.

9 Q And who was the representative of Combustion who he would
10 have dealt with?

11 A He dealt with a number of people.

12 Q Was 200 Madison Avenue known as the Combustion
13 Engineering Building?

14 A Yeah. I think there was a plaque outside, yes.

15 Q Mr. Christenson, did you have occasion often to visit
16 that 200 Madison Avenue office of Combustion Engineering
17 on a regular basis between, let's say, 1949, when you
18 came on board at R & I, and 1961, when you moved to Port
19 Kennedy?

20 A Well, I didn't start in '49. I didn't start really going
21 up there until the early '50s, but then Combustion moved
22 to their office. The people we would be involved with
23 were in Windsor, Connecticut, so we had to go up to
24 Windsor, Connecticut to see them.

25 Q Looking at these two documents which have been marked as

1 Deposition Exhibits 4 and 5, do you recognize the logo
2 and the type of ordering presentation or the type of
3 format that appears in those exhibits?

4 A Yeah. I don't see a logo, but I recognize it.

5 Q When I say "logo," I guess I mean letterhead.

6 A Yes, I do.

7 Q It's an ordering letterhead. Is that familiar to you?

8 A Yes.

9 Q You can't say whether you saw this particular logo
10 before?

11 A No.

12 Q Would you have been working in that office on June 23,
13 1949?

14 MR. FONKEN: Which office?

15 Q (By Mr. Thompson, continuing) New York office?

16 A I think I started June 22.

17 Q Probably fair to say that you didn't see those two
18 documents specifically, but documents like them, I guess?

19 A Yes.

20 Q Let me have a moment here. I'm looking for a couple of
21 exhibits that I want to have marked.

22 MR. FONKEN: Feel free.

23 Q (By Mr. Thompson, continuing) Mr. Christenson, do you
24 know a gentleman named E. H. Luchs, L-U-C-H-S, of Mundet
25 Cork Corporation?

1 A I have met him.

2 Q Okay. Do you know what role he occupied with Mundet?

3 A No.

4 Q Do you know a gentleman named R. R. Forter?

5 A I don't remember that name.

6 Q Keasbey & Mattison?

7 A No, I don't remember.

8 Q How close to Alhambra, Pennsylvania is Port Kennedy?

9 A Seven miles, eight miles.

10 Q Did you ever have any contact or meetings with people who
11 worked for Keasbey & Mattison at Alhambra, Pennsylvania?

12 A Yeah. Not with Keasbey & Mattison.

13 Q With whom then? Anybody else in Alhambra?

14 A There was Nicollet that bought that plant.

15 Q And it was after Nicollet purchased the Keasbey &
16 Mattison plant that you would have had contact with those
17 people?

18 A Yes.

19 Q Do you know a gentleman named R. E. Buckley of Pittsburgh
20 Corning?

21 A I can place the face, you know.

22 Q Do you know a gentleman named G. J. Christner of
23 Eagle-Picher?

24 A Yes.

25 Q And how long have you known Mr. Christner?

1 A Well, since the early '50s.

2 Q And what would your contact with Mr. Christner be on a
3 routine basis? What was his role with Eagle-Picher?

4 A He was in charge of the insulation division. He was the
5 vice president.

6 MR. FONKEN: How are you
7 spelling that name?

8 MR. THOMPSON:
9 C-H-R-I-S-T-N-E-R.

10 MR. FONKEN: Thank you.

11 Q (By Mr. Thompson, continuing) So he would be Chief of the
12 Insulation Division?

13 A Yes.

14 Q Okay. How well did you know Mr. Christner?

15 A Recognize each other.

16 Q How often would you talk to him over a course of a year
17 from, say, the early '50s?

18 A Once or twice.

19 Q Do you know a gentleman named T. S. Clousing,
20 C-L-O-U-S-I-N-G, of M. H. Detrick Company?

21 A Yes.

22 Q Did he eventually become employed by Combustion
23 Engineering?

24 A For a short while he did.

25 Q Was he chief of operations, if you will, at the M. H.

1 Detrick plant in Aurora, Illinois?

2 MR. FONKEN: During what period
3 of time?

4 Q (By Mr. Thompson, continuing) At any time.

5 A I only knew him as sales manager.

6 Q And that would have been prior to 1964 when a transaction
7 occurred with Combustion?

8 MR. FONKEN: '63, you mean.

9 MR. THOMPSON: '64, yes. This
10 is Detrick.

11 Q (By Mr. Thompson, continuing) Do you know a gentleman
12 named J. W. Cordrey of Fibreboard Paper Products?

13 A Yes.

14 Q How far back do you know Mr. Cordrey? Approximate, I
15 understand.

16 A Mid '50s.

17 Q How about J. C. Voiles of Fibreboard?

18 A I have met him.

19 Q When did you first meet Mr. Voiles?

20 A Maybe late '50s.

21 Q How far back did you first meet Mr. Clousing?

22 A I think it had to be very late in the '50s.

23 Q How about H. P. Hutten of Ruberoid Company?

24 A I can't place the face.

25 Q Excuse me. H. B. Hutten, H-U-T-T-E-N.

1 A I can't place a face with the name.

2 Q How about J. B. Jobe or Jobe, J-O-B-E, Johns-Manville?

3 A Yes.

4 Q How well did you know Mr. Jobe?

5 A Again, we would recognize each other.

6 Q Johns-Manville plant in Manville, New Jersey was not all
7 that far away from your plant, was it?

8 A Fifty, 60 miles.

9 Q Did you know a gentleman named E. T. Johnson of Union
10 Asbestos & Rubber Company?

11 A I knew him.

12 Q How far back do you know Mr. Johnson; when did you first
13 meet him?

14 A I think that's the mid '50s.

15 Q How about P. D. Kaley, K-A-L-E-Y, of Pittsburgh Plate
16 Glass, PPG?

17 A I don't recall that name.

18 Q How about Ike Keith, K-E-I-T-H, of Forty-Eight
19 Insulations, Inc.?

20 A Yes.

21 Q When did you first meet Mr. Keith?

22 A I think it would be mid to late '50s.

23 Q How about F. W. Muller, M-U-L-L-E-R, of Gustin-Bacon?
24 That's G-U-S-T-I-N, Bacon, B-A-C-O-N.

25 A Yes.

1 Q Mr. Muller; when did you first meet Mr. Muller?

2 A Again, probably mid '50s.

3 Q Ever meet a gentleman named H. T. Williams, Owens-Corning
4 Fiberglas Corp.?

5 A Yes.

6 Q When did you first meet Mr. Williams?

7 A Again, I think it was mid '50s.

8 Q Ever know a gentleman named D. L. Hinmon of
9 Johns-Manville?

10 A Yes.

11 Q When did you first meet Mr. Hinmon?

12 A Mid '50s.

13 Q How about L. A. Hoff of Johns-Manville?

14 A Yes.

15 Q Is there some common basis for you meeting all these
16 people in the mid or late '50s?

17 A Yes.

18 Q And what was that?

19 A Well, it started off -- I think it was the National
20 Mineral Wool Institute or Association.

21 Q Now let me write that down here. Go ahead.

22 A And that association changed their name to the National
23 Insulation Manufacturers Association.

24 Q Now, the Mineral Wool Institute; when did that begin?

25 A I don't know when that began.

1 Q Approximately, by your best knowledge?

2 A Probably mid '40s.

3 MR. FONKEN: Are you basing that
4 on a guess?

5 THE WITNESS: Yes.

6 MR. THOMPSON: Well, to the best
7 of his recollection today. I'm entitled to ask that,
8 Mark.

9 MR. FONKEN: Sure. I just was
10 noticing the way the answer was given and I just wanted
11 to verify that.

12 Q (By Mr. Thompson, continuing) And the name of it was
13 National Mineral Wool Institute?

14 A Institute or association. I don't remember.

15 Q Where was that based?

16 A Lexington Avenue and, roughly, 40th Street in New York.

17 Q To the best of your knowledge, was Refractory &
18 Insulation Corporation a member of the National Mineral
19 Wool Institute or Association?

20 A Yes.

21 Q From the mid '40s, whenever it started?

22 A I don't know, but I know in 1949 they were.

23 Q Okay. In 1949 was Combustion Engineering a member of the
24 National Mineral Wool Institute or Association?

25 A No.

1 Q Were they an associate member or did they ever have a
2 representative that attended any meetings, to your
3 knowledge?

4 A No.

5 Q Now, you mentioned, when I read off some names to you,
6 that you remember first meeting these people in the mid
7 to late '50s. Could it have been earlier '50s that you
8 met some of these guys?

9 A Possibly, but I believe people like Johns-Manville -- I
10 don't recall that they were members of the National
11 Mineral Wool Association. I think they became members
12 when it became the National Insulation Manufacturers
13 Association.

14 Q Let me ask you some of these other companies and see if
15 you can remember if they were members of the National
16 Mineral Wool Institute or Association. Mundet Corp.?

17 A Yes. No, not -- the Mundet Corporation wouldn't be a
18 member of that.

19 Q Keasbey & Mattison?

20 A No.

21 Q Pittsburgh Corning?

22 A No.

23 Q Refractory & Insulation Corporation?

24 A Yes.

25 Q Eagle-Picher Company?

- 1 A Yes.
- 2 Q And you said Mundet was not?
- 3 A No, no.
- 4 Q Fibreboard?
- 5 A No.
- 6 Q BEH, Baldwin-Ehret-Hill?
- 7 A Under the name of Baldwin-Hill.
- 8 Q And they were based in Trenton, New Jersey?
- 9 A Yes.
- 10 Q Ruberoid?
- 11 A No.
- 12 Q Johns-Manville?
- 13 A I don't recall Johns-Manville being a member of the
- 14 National Mineral Wool Association.
- 15 Q Union Asbestos & Rubber Company?
- 16 A No.
- 17 Q Pittsburgh Plate Glass, PPG?
- 18 A I don't know about that one.
- 19 Q Forty-Eight Insulations, Inc.?
- 20 A Yes.
- 21 Q Gustin-Bacon Manufacturing Company?
- 22 A They might have because they had glass fiber and -- I
- 23 don't know, though they may have been.
- 24 Q Owens-Corning Fiberglas?
- 25 A I can't place, you know, a representative with them,

1 belonging to the National Mineral Wool Association.

2 Q How about M. H. Detrick?

3 A Yes.

4 Q Now, the members of the National Mineral Wool Institute
5 or Association were manufacturers of both asbestos and
6 non-asbestos containing insulation products?

7 MR. FONKEN: If you know.

8 Q (By Mr. Thompson, continuing) If you know.

9 A Say that again.

10 Q The members of the National Mineral Wool Institution or
11 Association were manufacturers of insulation products,
12 some of which contained asbestos, some of which did not,
13 to the best of your understanding?

14 A I would say yes.

15 Q And you have testified that the National Mineral Wool
16 Institution or Association at some point changed it's
17 name. Is it National Insulation Manufacturers
18 Association, NIMA, N-I-M-A?

19 A Yes.

20 Q Do you know when that name change occurred?

21 A I can approximate.

22 Q When was that?

23 A '55, '56.

24 Q Were you ever involved in representing Refractory &
25 Insulation Corporation in the activities of the National

1 Mineral Wool Institute or Association?

2 A Yes.

3 Q And when did that involvement come in?

4 A Quite early. The early '50s.

5 Q Who had represented the company prior to that time?

6 A Frank Christenson, my father.

7 Q Where were the meetings held; various places of that
8 organization?

9 A Various places.

10 Q Where was the first meeting of National Mineral Wool
11 Association or Institute held that you became aware of,
12 that you attended?

13 A It was held at their office.

14 Q At Lexington Avenue?

15 A Lexington Avenue.

16 Q And that would have been around 1949?

17 A No, no. I'd say it was probably like '52 or '53.

18 Q Was the first one you attended?

19 A Yes.

20 Q And in the meetings prior to that time your father would
21 have represented the company?

22 A Yes.

23 Q Were minutes of the meetings of this Association or
24 Institute kept? I believe they were.

25 MR. FONKEN: You're not asking

1 whether they were kept up until today?

2 MR. THOMPSON: I'm talking about
3 the National Mineral Wool Association. Were they kept
4 contemporaneously was my question.

5 Q (By Mr. Thompson, continuing) And the answer is "yes"?

6 A Yes.

7 Q Do you know if any copies of these minutes exist today?

8 A I don't know.

9 Q Now, would the records of the National Mineral Wool
10 Institute have been transferred to the National
11 Insulation Manufacturers Association office when that
12 name change occurred?

13 A I don't know that.

14 Q Until the mid '50s, around '55 or '56 when this name
15 change occurred, was there a shift in the location of the
16 office?

17 A No.

18 Q So the office stayed the same, in the same location?

19 A Yes.

20 Q And that would have been on Lexington Avenue in New York?

21 A Yes.

22 Q With regard to the National Mineral Wool Institute and
23 your attendance at those meetings, do you ever recall any
24 discussion with regard to the hazards of dust in
25 connection with the manufacture of insulation products?

1 A No.

2 Q Did you begin representing the company in approximately
3 1952, was that your testimony?

4 A My father and I would both attend.

5 Q And at any subsequent meetings of that organization,
6 whether it be the National Mineral Wool Institute or the
7 National Insulation Manufacturers Association, did you
8 ever have any discussion about the hazards of asbestos
9 dust?

10 A Not asbestos dust.

11 MR. THOMPSON: Could I have
12 those marked as exhibits.

13 (At this time Christenson
14 Deposition Exhibits Numbers 6 and 7 were marked for
15 identification by the court reporter.)

16 Q (By Mr. Thompson, continuing) Mr. Christenson, did you
17 attend a meeting of the Board of Directors of the
18 National Insulation Manufacturers Association at the
19 Biltmore Hotel in New York on January 13, 1960?

20 A I don't believe I was on the Board of Directors.

21 Q Well, I didn't ask you if you were on the Board. I asked
22 you if you had attended a meeting of Board of Directors
23 of National Insulation Manufacturers Association in
24 January of 1960.

25 A No. I don't recall.

1 Q I have got something here that might help you remember.

2 MR. GRANT: What numbers did you
3 give those, David?

4 MR. THOMPSON: These are 6 and
5 7. Actually they are not in date sequence. Seven is an
6 earlier date.

7 Q (By Mr. Thompson, continuing) I'm going to show you
8 what's been marked as Deposition Exhibit Number 7, Mr.
9 Christenson.

10 A Okay.

11 Q It purports to be Minutes of Board of Directors Meeting
12 of the National Insulation Manufacturers Association,
13 Biltmore Hotel, New York, New York, January 13, 1960. It
14 says "Directors," then lists "F. T. Christenson, proxy
15 for Frank." And to the right it says "Refractory &
16 Insulation Corp." I wonder if you could tell me, what
17 capacity were you in when you were at that meeting? Were
18 you, in fact, a director? Did you serve or was your
19 father a director and you were appearing --

20 MR. FONKEN: First of all, have
21 you established that he was present?

22 Q (By Mr. Thompson, continuing) Does this refresh your
23 recollection that you were present at the meeting?

24 A No, it doesn't.

25 Q So the fact that it says F. T. Christenson, that would be

1 you?

2 A That's me.

3 Q Okay. But you don't remember being at that meeting?

4 A No.

5 Q And looking at these other people doesn't jog your memory
6 at all?

7 A No.

8 Q I'm going to call your attention to Page 2 of this
9 document, which makes reference to a special committee
10 report on establishment of the safety program. Mr. Jobe
11 reported that safety was a subject that was considered in
12 conjunction with the manufacturing committee and that
13 basically a manufacturing program can be broken down in
14 the following parts; manufacturing methods, safety and
15 health. Could you just read (a), (b) and (c),
16 manufacturing methods, safety methods and health.

17 MR. FONKEN: Out loud or
18 silent?

19 MR. THOMPSON: No. Silently.

20 Q (By Mr. Thompson, continuing) And pause to reflect a
21 moment, if you could. See if you remember being at that
22 meeting.

23 A No, I don't.

24 Q Okay. With regard specifically to this last heading,
25 Health, "The feeling of the group on this aspect was that

1 the industry could benefit from such a program. This
2 subject will be studied further and a recommendation will
3 be made at the next NIMA Board Meeting." Do you remember
4 what the subject of that health discussion was? Did it
5 involve the hazards of asbestos?

6 A I don't remember.

7 Q Okay. At that time had you been aware that asbestos was
8 hazardous at all?

9 A No. That's, you know --

10 Q No. That's an unequivocal "no"?

11 A Yes, sir.

12 Q Any way, shape or form?

13 A Yes.

14 Q Asbestos dust was the same as any other kind of dust as
15 far as you were concerned?

16 MR. FONKEN: I would object to
17 the form of the question. He has answered the question
18 as you stated it. And if you have some purpose in trying
19 to badger him into saying something else, I would like to
20 hear it.

21 Q (By Mr. Thompson, continuing) Asbestos dust, to you, was
22 no different than the dust off the street, as far as
23 harmful masses, as of January 13, 1960?

24 A Yes.

25 Q I mean, that's a direct statement.

1 A Yes.

2 Q I would like you to look at Deposition Exhibit Number 6,
3 which appears on National Insulation Manufacturers
4 Association stationery. "Minutes of Board of Directors
5 of National Insulation Manufacturers Association, Ponte
6 Vedra Beach." Now, somebody has retired to Ponte Vedra
7 Beach, haven't they?

8 A Yes.

9 Q Who is that?

10 A Two people; Bellington and Andrews.

11 Q That's just a coincidence that this meeting happened to
12 be where they retired?

13 A That's right.

14 Q May 6, 1960. I wonder if you could look under that. It
15 says "Directors." Frank Christenson; that would be your
16 dad?

17 A Yes.

18 Q Not using a middle initial, with Refractory & Insulation
19 Corp. Then on "Others Present, F. T. Christenson,
20 Treasurer --"

21 A Yes.

22 Q -- with Refractory Insulation Corp.". You occupied the
23 position of Treasurer of National Insulation
24 Manufacturers Association as of May 6, 1960?

25 A Yes.

1 Q Had you been Treasurer in January of 1960?

2 A Yes.

3 Q I'm going to call your attention to Page 2 of this
4 document. It says "Safety Program. It was the consensus
5 that the establishment of a NIMA Safety Program with
6 respect to health should be dropped." Do you, of your own
7 knowledge today, remember why that safety program was
8 dropped?

9 A No.

10 Q You didn't remember the original safety program being
11 discussed in January of '60 and you don't remember what
12 went on as far as the safety program being dropped?

13 A That's right.

14 Q Now, of your own memory and knowledge, looking at these
15 two documents, does that letterhead that appears at the
16 top of Deposition Exhibit Number 6 appear to be the
17 letterhead of the National Insulation Manufacturers
18 Association, for which you served as Treasurer at that
19 time?

20 A I don't have a clear picture, but it looks like it, yes.

21 Q And is this the general format that minutes of the board
22 of directors meeting would take?

23 A Yes.

24 Q Now, do you know a gentleman named J. M. Barnhart?

25 A Yes.

1 Q And who was he?

2 A He was the secretary of the organization.

3 Q The full-time employer who operated the Association in
4 its office?

5 A Yes.

6 Q And there was one secretary who worked for him; is that
7 correct?

8 A Yes.

9 Q And her name was Miss H. C. Lynch?

10 A Yes.

11 Q Now, as of 1960 where was the NIMA office located?

12 A Lexington Avenue.

13 Q So it was --

14 A Same.

15 Q Okay. Did R & I, Refractory & Insulation Corporation,
16 continue to be a member of the National Insulation
17 Manufacturers Association until June 5, 1963?

18 A No.

19 Q When did it stop being a member of the Association?

20 A 1961.

21 Q Now, I noticed from another deposition that you had
22 given, you have testified that there was a decision made
23 in 1961 to drop out of the National Insulation
24 Manufacturers Association. Could you tell me why that
25 was?

1 A Yes. Mr. Clark, who gained control of the company,
2 didn't want us to be members.

3 Q Well, when you said he "gained control of the company,"
4 he was the chief operating officer for a number of years
5 prior to that time, in any event, wasn't he?

6 A Yes, he was, but in this time frame he had five of the
7 eight directors.

8 Q Now, this is Horris N. Clark, who is now deceased,
9 correct?

10 A Yes.

11 Q Now, when in 1961 was the decision made to drop out of
12 the National Insulation Manufacturers Association?

13 A I don't know.

14 Q Well, when were you informed of it? You were the
15 Treasurer of the organization at that time.

16 A I was not at that time. In '61 I was not.

17 Q Did you resign as treasurer at any point?

18 A No. They just appointed somebody else.

19 MR. GRANT: Your term was up?

20 Q (By Mr. Thompson, continuing) What was your term?

21 A Term was up.

22 Q You continued to attend the meetings until there was a
23 discontinuance of membership of reinstallation in that
24 association, however?

25 A Yes.

1 Q Now, this is an association that you were a member of.
2 Did you ever ask or were you ever informed by Mr. Clark
3 why he no longer wished Refractory & Insulation
4 Corporation to be a member of the National Insulation
5 Manufacturers Association?

6 A Mr. Clark was primarily interested in refractory and he
7 really didn't have much time for insulation. He was
8 refractory minded. He wanted the growth of the company
9 to be with refractory.

10 Q I think you have just testified that there was, as you
11 remember, some technological developments in the
12 refractory field that made demand, at least for
13 Combustion, to drop off considerably?

14 A Yes.

15 Q And that during that period following the -- well, 1950,
16 there was a steady increase in the marketing of
17 insulation products and a decrease in the marketing of
18 refractory products or would that only be true with
19 regard to Combustion?

20 A It was only true with regard to Combustion. Actually,
21 our growth was with refractory products.

22 Q But insulation products were continuing to be
23 manufactured at Port Kennedy in 1960 and '61; was that
24 not correct?

25 A That's true.

1 Q And virtually the same product line continued to be
2 manufactured with some discontinuances up until probably
3 1972?

4 MR. FONKEN: Are you --

5 MR. THOMPSON: I'm following
6 the events that occurred on January 1963.

7 A (Continuing) Yes.

8 Q Did Horris N. Clark ever state that the concerns with
9 regard to asbestos that were being espoused at the time
10 were the cause of him wanting to have you people out of
11 that organization?

12 MR. FONKEN: I would object only
13 as to stated to Mr. Frank Christenson and at what time.

14 MR. THOMPSON: Well, stated to
15 him contemporaneously in the general time period that the
16 decision was made to take R & I out of a NIMA.

17 THE WITNESS: Would you please
18 repeat the question.

19 MR. THOMPSON: Thanks, Mark.

20 MR. FONKEN: Well, I just hate
21 to be confused in these matters.

22 Q (By Mr. Thompson, continuing) Was the hazard of asbestos
23 or were the hazards of asbestos a reason for the
24 withdrawal of R & I from the National Insulation
25 Association?

1 MR. FONKEN: I would object.
2 There's no foundation, since the decision was Mr.
3 Clark's.

4 If you know.

5 MR. THOMPSON: He can answer.

6 MR. FONKEN: Okay.

7 MR. THOMPSON: I will object to
8 coaching of the witness by Counsel.

9 A (Continuing) No.

10 Q In these two meetings, you don't remember them at all?
11 I'm talking about the meetings whose minutes are
12 reflected in Deposition Exhibit -- I think it's 6 and 7.
13 One more time, look through them and see if you remember
14 anything about these meetings, the minutes of which
15 report that you were present.

16 (At this time Christenson
17 Deposition Exhibits Numbers 9, 10, 11 and 12 were marked
18 for identification by the court reporter.)

19 Q (By Mr. Thompson, continuing) Mr. Christenson, do you, of
20 your own knowledge, remember that there was a transaction
21 that occurred in 1964 in which Combustion Engineering
22 acquired a portion of the manufacturing operation of M.
23 H. Detrick?

24 A I know it happened.

25 Q Now, you previously have testified that M. H. Detrick was

1 a member of the National Insulation Manufacturers
2 Association contemporaneously at the time that Refractory
3 & Insulation, the New Jersey corporation, was.

4 A Yes.

5 Q I am going to show you Minutes of the Board of Directors
6 of the National Insulation Manufacturers Association at a
7 meeting in Chicago, Illinois on April 14, 1964. On Page
8 2 of that document it says, "It was reported that letters
9 of resignation had been received from Mundet Cork
10 Corporation, M. H. Detrick Company and Reasbey & Mattison
11 Company." Top of Page 2 of that document that's been
12 marked as Deposition Exhibit Number 8. If you could,
13 just take a look at that passage, just for a moment.

14 A (The same was done.) Yes.

15 Q To your knowledge was that before or after the
16 acquisition?

17 MR. FONKEN: "Acquisition" is
18 your term now.

19 MR. THOMPSON: No. This is
20 M. H. Detrick now.

21 MR. FONKEN: I know.
22 "Acquisition" was still your term.

23 MR. THOMPSON: Transaction.
24 Let's put it that way.

25 MR. FONKEN: Transaction. I'll

1 agree with that, if that's all you're after.

2 A (Continuing) I know Detrick came to us, whatever it
3 was --

4 Q I think I may have a copy.

5 A -- in April, I think it was, of '64.

6 Q Now, about March 25 of '64 --

7 A That sounds early.

8 Q If you could take a look at what's been marked as
9 Deposition Exhibit 2 in the deposition of John Brett and
10 it purports to be an agreement between M. H. Detrick and
11 Refractory & Insulation, a Delaware corporation.

12 MR. FONKEN: If you're going to
13 ask him about the document, I will only object on
14 foundation.

15 Q (By Mr. Thompson, continuing) So that was March.

16 MR. THOMPSON: Ultimately it
17 will speak for itself.

18 MR. FONKEN: Sure.

19 Q (By Mr. Thompson, continuing) I'm just looking for dates
20 here.

21 A I always thought it was April.

22 Q Okay. Now, in fact, I'll make this an exhibit.

23 (At this time Christenson
24 Deposition Exhibit No. 13 was marked for identification
25 by the court reporter.)

1 Q (By Mr. Thompson, continuing) Mr. Christenson, I'm going
2 to show you what's been marked as Deposition Exhibit
3 Number 13. And it appears to be a copy of an agreement
4 between Refractory & Insulation Corporation, which states
5 that it's a Delaware corporation, a H. H. Detrick
6 Company, Inc., also, a Delaware Corporation. The date is
7 March 25, 1964 on the front. I wonder if you could take
8 a look at Deposition Exhibit Number 13 and tell me, to
9 your knowledge, if that transaction corresponded with
10 that exhibit.

11 MR. FONKEN: Well, I object to
12 the form of the question. I mean, there are five or six
13 pages of things here.

14 MR. THOMPSON: I'm not going to
15 ask him for the specific contents of that, Counsel. And,
16 for the moment, I'm not all that interested in M. H.
17 Detrick, obviously.

18 Q (By Mr. Thompson, continuing) But do you believe that
19 that transaction occurred on March 25, 1964, after
20 looking at it?

21 A Yes.

22 Q Now, I'd like you to turn to the last page of that
23 document and tell me if you recognize any of the
24 signatures on that.

25 A Well, I recognize Kelly's and H. N. Clark.

1 Q And H. N. Clark would be who?

2 A He was our president.

3 Q He was the president of Refractory & Insulation
4 Corporation as of that 1964 transaction?

5 A Yes.

6 Q So it was March 25 of '64 that that transaction occurred
7 and M. H. Detrick then -- do you know if they resigned
8 from their membership the next month, their membership
9 being membership in National Insulation Manufacturers
10 Association?

11 A I heretofore thought they resigned a year or two previous
12 to that.

13 Q Does that refresh your recollection somewhat?

14 A I didn't have any recollection of this.

15 Q Okay. Do you know why they resigned, M. H. Detrick
16 resigning from --

17 A I can only say that their business was very bad. It was
18 in a serious decline. That's why it was for sale.

19 Q But that wouldn't necessarily be a reason why they would
20 get out of the National Insulation Manufacturers
21 Association, however, would it? If you don't know, you
22 don't know.

23 A I don't know, yeah.

24 Q Now, you have testified that Combustion Engineering was a
25 major account for Refractory & Insulation Corp. from the

1 time that you came on board in 1949, when you have
2 testified it was the number one account, through when was
3 it a major account?

4 A Well, it was a major account until they acquired the
5 assets of R & I.

6 Q How did they rank in terms of customers at the point of
7 the acquisition, at the point of the continuation of the
8 business of Refractory & Insulation Corp. in 1964?

9 MR. FONKEN: I object to the
10 form of the question on continuation.

11 Q (By Mr. Thompson, continuing) At the time of the
12 transaction mentioned in the document, dated June 5,
13 1963?

14 A I don't know, but at this time we were doing very well
15 with steel companies. Refractory business had picked up
16 quite a bit. So certainly they were a very important
17 customer, but to rank them numerically, I can't do it.

18 Q Were they in the top ten customers at that point?

19 A I would say the top ten.

20 Q Top five?

21 A Perhaps.

22 Q Okay.

23 MR. THOMPSON: Off the record.

24 (At this time a brief discussion
25 was held off the record.)

1 Q (By Mr. Thompson, continuing) When was the first time, to
2 your knowledge, there had been any discussion between
3 representatives of Combustion Engineering and
4 representatives of Refractory Insulation Corporation, the
5 New Jersey corporation, whereby Combustion would merge
6 with or acquire the assets of the R & I Corporation?

7 A I know that they talked about it in 1960.

8 Q And when in 1960 was that discussed?

9 A I don't know when it was discussed. I would have --

10 Q When you say they discussed it, who discussed it?

11 A Well, my father was involved at that time.

12 Q Were you involved at all?

13 A I was not involved.

14 Q And what was discussed at that time?

15 A Combustion Engineering acquiring Refractory & Insulation
16 Corporation.

17 Q What was the reason? Were there any events that
18 predicated that? Was there any discussion by Combustion
19 people, to your knowledge, as to why they were interested
20 or on the part of you people why you were interested in
21 selling?

22 MR. FONKEN: Please, as you are
23 answering it, clarify where your knowledge came from, if
24 you can.

25 A (Continuing) About this time there were many offers to

1 buy us from a number of people.

2 Q Where did the offers come from? Some of the other
3 offers, for instance.

4 A Well, you want names?

5 Q Sure.

6 A There was the Ferro Corporation (ph.)

7 Q Ferro?

8 A That I recall -- there was an H. K. Porter. There was
9 National Lead.

10 Q N. L. Industries, later?

11 A Yes.

12 Q And?

13 MR. GRANT: Ferro, Porter, the
14 National Lead?

15 A (Continuing) Ferro Corporation, National Lead, H. K.
16 Porter. That's the ones I can think of. There were a
17 number of them.

18 Q Was R & I a profitable company in 1960?

19 A Yes.

20 Q Was it a profitable company in June of 1963?

21 A Yes.

22 Q More or less profitable than it was in 1960?

23 A Less.

24 Q Why was this less profitable in 1963 than it was in 1960?

25 A As I recall, there was a recession dip, plus the fact

1 that Mr. Clark was spending more money on the sales
2 expansion program and for equipment.

3 Q When you say "sales expansion program," what do you mean?

4 A He wanted to put more salesmen out. And, also, we had a
5 program of maintaining steel mill furnaces with a sprayed
6 refractory product. And you had to buy these pressure
7 vessels for that.

8 Q And did R & I design some spray guns for that?

9 A I don't know.

10 Q Was there asbestos fiber in that product?

11 A No, there was not.

12 Q There was vermiculite in any refractory products?

13 A At that time, yes.

14 Q Okay. What product was vermiculite in?

15 A Okay. We're talking '60, '62, '63.

16 Q Huh-huh (affirmative response).

17 A Okay. We had -- I believe we still had a Lightweight
18 55. We called it Lightweight Moldit '55. We spelled out
19 L-I-G-H-T-W-E-I-G-H-T.

20 Q That had vermiculite?

21 A That had vermiculite.

22 Q Do you know if that vermiculite had trace amounts of
23 tremolite asbestos in it?

24 A I don't know. I do not -- later on we attempted to
25 duplicate a product made by A. P. Green. And to do that,

1 you had to buy the very large aggregates of vermiculite.
2 And we didn't do it because it had trace amounts.

3 Q Of tremolite?

4 A Tremolite, yeah. That was like until the '60s, late '60s
5 or '70s.

6 Q Moldit A and Moldit B; did they have any vermiculite in
7 them?

8 A No.

9 MR. FONKEN: What time period?

10 MR. THOMPSON: I am talking
11 about back in the late '40s, early '50s.

12 Q (By Mr. Thompson, continuing) Let's go through some
13 products right now. Pakinsul; are you familiar with the
14 product?

15 A Yes.

16 Q Did that ever contain asbestos?

17 A No.

18 Q What did it contain?

19 A It was just slag fiber.

20 Q Rockwool blanket?

21 A No.

22 Q Insulation Block High Temperature?

23 A Yes.

24 Q Now, that insulation block in 1949, was that Number 18
25 Block or Number 15 Block?

1 A No. It didn't have a name. It was just R & I Insulation
2 Block.

3 Q R & I Insulation Block; in 1949, 1950 what was it made
4 of?

5 A Portland cement. I know that it had amosite fiber.

6 Q Okay.

7 A It probably had some mineral wool and it may have had
8 some diatomaceous earth.

9 Q But it wasn't a Number 18 or Number 19, like they were
10 later designated in '49 or '50?

11 A No.

12 Q Okay. It was just all Refractory & Insulation insulation
13 block?

14 A Insulation block or insulating block.

15 Q And it had no trade name or anything like that?

16 A No.

17 Q And there was not more than one type?

18 A There was one type only.

19 Q Is that the same insulation block that was made in the
20 early '40s and late '30s, whenever it started to be made?

21 A I assume. I don't, you know. It was -- we had one block
22 through that period of time.

23 Q Okay. Product name Moldit A?

24 A Yes.

25 Q Did that contain asbestos?

1 A No.

2 Q High Temperature Cement R & I 3,000?

3 A No.

4 Q Mix B?

5 A Mix B, yes.

6 Q Was that 50 percent Stic-Tite and 50 percent pakinsul?

7 A Yes.

8 Q What about Mix A?

9 A Mix A, I think, was two-thirds pakinsul, one-third
10 Stic-Tite.

11 Q Mixes A and B were products that, I believe, Mr. Jones
12 has testified were made throughout the '50 -- well, from
13 the time that he came on board and beyond for at least
14 some time?

15 A Yes. Yeah. Mix A survived for quite awhile.

16 Q When you say "Mix A survived for quite awhile," how late
17 did it survive?

18 A Continuing -- it might have survived until --

19 Q '72?

20 A Yeah, '72.

21 Q All right. Let's talk in your terminology, "survival."
22 Mix A survived until about '72. Mix B?

23 A Mix B and Mix C.

24 Q What was Mix C?

25 A That was two-thirds Stic-Tite, one-third pakinsul.

1 Q Okay.

2 A We dropped those early.

3 Q Mid '60s?

4 A At least. Maybe.

5 Q Okay.

6 A Maybe prior to that.

7 Q Stic-Tite. How long was Mix B made?

8 A Well, I know when I started working full-time it was
9 made.

10 Q Okay. It was made?

11 A Yes.

12 Q Would there be any records in the product formulae
13 records that would show -- any material in the product
14 formulae records that would show how long it was
15 produced?

16 A I don't know whether they are dated or not. I know some
17 cards aren't dated.

18 Q Okay. And these cards are in the position of Al Momme or
19 in the control of Al Momme?

20 A Yes.

21 Q Stic-Tite; how long was Stic-Tite made?

22 A Stic-Tite? It was at least until '76, '77.

23 Q Did it contain asbestos in those years?

24 A It didn't contain asbestos after July or last day of
25 June --

1 Q '72?

2 A -- '72.

3 Q CEC Special; we discussed that before. How late was that
4 made?

5 A As I say, I think that was discontinued in the early
6 '50s.

7 Q How was CEC Special packaged; in bags?

8 A Yes.

9 Q How was Mix A packaged?

10 A Bags.

11 Q How was Mix B packaged?

12 A Bags.

13 Q Kraft brown paper bags?

14 A Yes.

15 Q Stic-Tite?

16 A Yes, brown Kraft paper bags.

17 Q CEC Special; I guess I already asked you.

18 A Yes.

19 Q Bags.

20 We talked about Moldit A and Moldit
21 B and your position is that it did not contain asbestos?

22 A It did not.

23 Q I'd like to ask you about a product manufactured by J. H.
24 Braggs Refractory Corporation, Hydrocon Number 115; did
25 that contain asbestos?

1 A No.

2 Q And Warco XX Firebrick, a product manufactured by Walsh
3 Refractory Corporation?

4 A No asbestos.

5 Q Any vermiculite in that?

6 A No.

7 Q Mr. Christenson, I have seen in other depositions where
8 you have testified that, to your knowledge, from the time
9 that you came on board and beyond, during the era that
10 Refractory & Insulation Corporation, both New Jersey and
11 Delaware, manufactured asbestos containing insulation
12 products, during that time Johns-Manville Corporation was
13 the major raw material supplier during those years?

14 A Of asbestos?

15 Q Of Number 7 asbestos.

16 A I'll say this. If I said that, Al Momme or somebody in
17 the plant would be much better qualified. I really
18 couldn't back that up, okay.

19 Q Johns-Manville was a major supplier?

20 A It was a supplier, yes.

21 Q What other raw material suppliers did R & I deal with;
22 Carey Canada or Carey Canadian mines?

23 A Through some distributors.

24 Q And who were those?

25 A Well, I know Empire Ace was one.

1 Q And that would be Empire Ace --

2 A Yes.

3 Q -- sold Carey asbestos or just Empire Ace was a different
4 raw material supplier?

5 A No. They sold Carey asbestos.

6 Q Was Empire Ace aware that their asbestos, raw asbestos --
7 this may sound like a strange question. I'm asking it
8 for another reason, another case.

9 MR. FONKEN: Well, it's already
10 in the realm of pure speculation as to what they were
11 aware of before you even get the question half out.

12 Q (By Mr. Thompson, continuing) Who did you have contact
13 with at Empire Ace?

14 A This was not in the purchasing capacity.

15 Q Okay.

16 A Okay.

17 Q They were based in New York?

18 A Yes. I knew Nat Kettleson was coming into the office
19 from time to time.

20 Q And he would be marketing raw asbestos to you people?

21 A No. Actually, he would buy some products from us and we,
22 in turn, started to buy some asbestos from him.

23 Q And it was Carey that he sold?

24 A Yes.

25 Q Did he sell any other asbestos or was he primarily a

1 Carey dealer?

2 A I don't know, you know.

3 Q Okay. Who else did you buy raw asbestos from, to your
4 knowledge?

5 A Now, is this just the Port Kennedy plant?

6 Q Right. Well, let's confine it to Port Kennedy for the
7 moment.

8 A Okay. Well, there was a George A. Rowley Company, which
9 again I just -- I have heard from other people. I don't
10 remember.

11 Q And where were they based, to your knowledge?

12 A I don't know.

13 Q And now with regard to the Aurora, Illinois plant and
14 with regard to R & I, did Chicago Firebrick ever sell raw
15 asbestos to Refractory & Insulation Corporation or to the
16 manufacturing operation at or for use at the
17 manufacturing operation in Port Kennedy?

18 MR. FONKEN: Do you understand
19 what he asked?

20 THE WITNESS: Yeah.

21 MR. FONKEN: Okay, good.

22 A (Continuing) Yeah. Did Chicago Firebrick sell asbestos
23 that was used at Port Kennedy.

24 Q Right.

25 A Not that I am aware of. Now, understand I was not in

1 production. I didn't see these things.

2 Q I understand. What about Chicago Firebrick selling raw
3 asbestos to Aurora, Illinois?

4 A I know they did that.

5 Q During what years --

6 A Well --

7 Q -- approximately?

8 A I know when Detrick -- really when we got Detrick they
9 were buying it and --

10 Q They were already a supplier of Detrick in 1964 when
11 Combustion acquired it?

12 A Yes. And it might have gone on until we stopped using
13 asbestos.

14 Q So that would have been possibly through 1964, through
15 1972?

16 A Right.

17 Q Do you know where Chicago Firebrick got their raw
18 asbestos?

19 A I understand it was from Carey.

20 Q And that would have been Number 7 asbestos shorts,
21 seventh grade asbestos shorts, chrysotil from Quebec?

22 A It probably was seven short, you know.

23 Q Number 7 grade?

24 A Number 7 grade, right.

25 Q And it was chrysotil asbestos?

1 A Yes.

2 Q Who were the amosite suppliers of the Port Kennedy
3 plant? Let's start off in 1949, if you can remember.

4 A Okay. I can't remember. Mr. Clark dealt with somebody
5 and the only thing -- bits and pieces -- they were
6 located in Newark, New Jersey.

7 Q Asbestos Spray Corporation?

8 A It wasn't that name. Now, whether --

9 Q Herbert Levine?

10 A No, it wasn't Levine.

11 Q Asbestos Products Manufacturing Company?

12 A I don't know the name, but I have only heard it in and
13 referred to it in relationship to an individual.

14 Q And it wouldn't have been Herbert L. Levine?

15 A No, no, I'm pretty sure it wasn't. I met Mr. Levine, you
16 know, and that didn't ring a bell at all.

17 Q So it was bought through Newark, New Jersey.

18 (At this time Christenson
19 Deposition Exhibit No. 14 was marked for identification
20 by the court reporter.)

21 Q (By Mr. Thompson, continuing) I'd like you to take a look
22 at Deposition Exhibit, I believe, Number 14. It makes
23 reference to an open letter of credit with regard to
24 purchase. Now, it's misspelled, but I assume it's
25 amosite asbestos fiber relating to a South African bank.

1 Does the name North American Asbestos ring a bell at all?

2 A Not in relation to us.

3 Q Does this open letter of credit reference in that exhibit
4 refresh your memory? It was one of the attachments to
5 the June 5, 1963 agreement.

6 A No, no.

7 Q Okay. All right.

8 Q All I can ask you is what you know. You can just leave
9 it there.

10 Q Now, I don't know whether I want to have this marked or
11 not. I'm going to show you a copy of a blueprint. Have
12 you ever seen that blueprint before?

13 A Yes.

14 Q Have you ever had an opportunity to compare this legend
15 of products with the blueprint as those products are
16 depicted?

17 A Yes. I wouldn't say specifically, but I think I know
18 what it is.

19 Q Are you able to read this blueprint in conjunction with
20 this legend?

21 A Yes.

22 Q All right.

23 MR. THOMPSON: I would like it
24 marked as an exhibit.

25 (At this time Christenson

1 Deposition Exhibit No. 15 was marked for identification
2 by the court reporter.)

3 Q (By Mr. Thompson, continuing) Let's start off with the
4 products that you have testified contained asbestos.
5 Let's start off with Mix B, which contained pakinsul and
6 Stic-Tite.

7 A Right.

8 Q How would that be used on this blueprint?

9 A It's used as a semi expansion joint material. In other
10 words, when brickwork gets hot, it expands. It's a
11 compressible material.

12 Q Would it be used in the actual installation of brickwork
13 then?

14 A Yes.

15 Q Okay. Could you please explain how Stic-Tite would be
16 used -- or, excuse me, Mix B.

17 A Okay.

18 Q Could you mark with a Number 1 and show me where Mix B
19 would be?

20 A Yes. It's going to be probably on one of these details
21 here and it's going to be -- normally it's in the
22 corner. That's pakinsul, but Mix B, that's pakinsul.
23 See, pakinsul -- Mix B had a lot of pakinsul with it, so
24 the Mix B would also have some adhesiveness to it.

25 Q There is a reference over here to the Mix B, if you could

1 circle the reference and put a Number 1 alongside it.
2 Could you explain where that reference to Number 1 is
3 then that you have penned in on there.

4 A Yeah. Its there (indicating).

5 Q How would it be used in that location?

6 A What it is, it's above the front wall.

7 Q And maybe another circle where you have --

8 MR. GRANT: That's the detail
9 for the same corner.

10 A (Continuing) It's above the front wall, upper header, and
11 it's put there to allow for expansion.

12 Q Now, that would be on the lower part of the wall?

13 A No. This is the upper part. This is up on the roof.

14 Q Okay.

15 A The upper header.

16 Q Okay.

17 A That's typical of the kind of places it would be used.

18 Q Wherever there would be a place in the brickwork that
19 would tend to expand because of extreme heat in the
20 building?

21 A Yeah. You could use -- depends upon -- if you just had a
22 narrow seam, you could use asbestos alone, okay? But
23 this is something you could put in.

24 Q All right. This was for larger areas and more heavy-duty
25 application?

1 A Larger areas anyway.

2 Q Okay. Going down here then to what's designated as IBH,
3 the Insulation Block High Temperature, if you could find
4 and mark it Number 2 on the blueprints.

5 A (The same was done.) Okay. It's on a quite a few areas,
6 but the only place it shows here is on the back wall and
7 up here, on the roof.

8 Q So you explain to me how that Refractory & Insulation
9 Corporation insulation block would be used and what its
10 purpose would be.

11 A Yes. Its purpose is obviously heat insulation and it's
12 rectangular. It's usually 12 foot -- I'm sorry -- 12
13 inches by either 18 inches or 36 inches in various
14 thicknesses.

15 Q The product wouldn't have any different names. It would
16 just be insulation block and would be cut in the factory
17 to different widths?

18 A Yes. Different thicknesses, not necessarily widths.

19 Q Okay.

20 A And it was applied since its beginning, rather, then and
21 you were stacking one on top of the other, you would have
22 to attach it with some method. Sometimes they used a
23 temporary adhesive, something called block stick, okay.
24 But a more secure method would be to wire it on or, in
25 certain instances, maybe you could impale it.

1 Q Chicken wire could be used to put it on with a cement on
2 the outside?

3 MR. FONKEN: Are you talking
4 about in this circumstance or in general?

5 A (Continuing) Well, in this application -- in this
6 application the specification, you know, didn't call for
7 chicken wire.

8 Q Okay. But generally it could be put on that way, is that
9 correct?

10 A If you didn't have steel casement, yes.

11 Q Now, even though these particular Refractory & Insulation
12 Corporation blocks are cut to certain sizes, obviously
13 their actual installation requires further cutting at the
14 site, is that correct?

15 A Some.

16 Q How would that cutting be done; with a ban saw?

17 A No, not normally, because usually a ban saw is something
18 on ground level and you're working on a scaffold.

19 Q Hack saws?

20 A Hand saw.

21 Q Some kind of hand saw?

22 A Right, yeah.

23 Q I see a reference here to CEC Special. It doesn't appear
24 on the legend, but it does appear -- I wonder if you
25 could put a Number 3 and circle that. We will discuss

1 CEC Special and what its application would be as it is
2 depicted on the blueprint.

3 A Well, all it is, it's packing within a door frame, okay?
4 That's all that's really serving a purpose.

5 Q Packing between the door frame and the brick?

6 A Well, the door frame and the door, because, as you can
7 see, the block comes right up to it. Now, that's
8 insulating brick here, yeah (indicating). That's
9 probably a front wall.

10 Q Okay. Would it be used --

11 A It's used in this instance because, I guess, it's
12 stronger than Stic-Tite and -- I don't know. This is an
13 18 by 16 door. That's a rear entry door.

14 Q Could you circle the CEC Special and connect it to the
15 Number 3, just so that somebody who would look at this
16 would know we are referring to that.

17 What other uses would CEC have on
18 this particular job?

19 A On this job -- again, I don't have the bill of materials,
20 but I would be surprised if there was more than one or
21 two bags, because it wasn't used widely. Just strange
22 application like that.

23 Q Okay. Now I think we have talked about Mix B as
24 Number 1. Number 2 was the insulation blocks and
25 Number 3 was the CEC Special.

1 A Yes.

2 Q I'm just going to take a look and see if there -- was
3 there any Mix A used on that job, that you can see?

4 A I don't think so, but again, we have the orders, the bill
5 of materials.

6 Q Now, R. A. Keasbey, was that any relation to Keasbey &
7 Mattison?

8 A No.

9 Q Where were they based?

10 A New York.

11 Q Were they an independent company?

12 A Yes.

13 Q Did they manufacture insulation cement?

14 A I don't know if they did or if they just bought it or --

15 Q Did they market it under their -- did they have bags with
16 their name on it?

17 A Yeah, they had a product.

18 MR. FONKEN: They are still in
19 business and still have insurance, too, by the way.

20 MR. THOMPSON: Off the record.

21 (At this time a brief discussion
22 was held off the record.)

23 Q (By Mr. Thompson, continuing) Going back to the
24 transaction between Combustion and Refractory &
25 Insulation Corporation, the New Jersey corporation, there

1 was originally a discussion in 1960, the decision not to
2 sell. Why was there a decision not to sell at that time?

3 A It was actually a decision not to buy.

4 Q Why did Combustion decide not to buy at that time?

5 MR. FONKEN: Objection. No
6 foundation.

7 Q (By Mr. Thompson, continuing) Do you have any --

8 MR. FONKEN: If you know.

9 Q (By Mr. Thompson, continuing) Sure.

10 A The chief executive officer of Combustion Engineering was
11 a Joseph B. Santry.

12 Q Santry, S-A-N-T-R-Y?

13 A Right. And he felt that Combustion had never really been
14 successful outside the boiler business and, also, it was
15 his opinion that since they could consistently buy
16 insulation contracts well below their estimate, you know,
17 why go into a manufacturing and an insulation business.
18 And, also, that the use of refractory and boilers was
19 being almost eliminated. So that's the reason that I
20 understand.

21 Q Okay. In 1963 a decision was made to purchase it?

22 A Yes.

23 Q To engage in a transaction. What was the reason for the
24 change? Your business had declined from 1960?

25 A J. B. Santry was replaced by William Draper, I believe

1 was the Chief Executive Officer. And then there was an
2 Arthur Sandrix (ph.) Who may have been -- whether he was
3 a CEO then or what. He probably was.

4 Q And Arthur Santry was the Chief Executive Officer of
5 Combustion as of June 5, 1963?

6 A I don't know when, you know.

7 Q Well, in any event, he was in favor of the transaction?

8 A Yes.

9 Q I'd like you to go back and discuss for me just generally
10 how the negotiations progressed prior to that transaction
11 taking place.

12 MR. FONKEN: I would object as
13 to scope and nature. And just what are you talking
14 about? I mean, who said what, when?

15 MR. GRANT: See if he was
16 involved in the negotiation first, David.

17 Q (By Mr. Thompson, continuing) Were you involved in the
18 negotiations between Refractory & Insulation Corporation,
19 the New Jersey corporation, and Combustion Engineering?

20 A No.

21 Q Which people were?

22 A H. N. Clark.

23 Q Himself?

24 A Predominantly.

25 Q And Refractory & Insulation Corporation, the New Jersey

1 corporation, was not publicly traded?

2 A Yes, it was.

3 Q It was?

4 A Yes.

5 Q What years was it a publicly traded corporation?

6 A 1955.

7 Q And that would account for the Amendment to the Articles
8 of Incorporation in that year that's on file with the
9 secretary of state?

10 MR. FONKEN: If you know.

11 Q (By Mr. Thompson, continuing) If you know.

12 A I assume.

13 Q So they went public in 1955, was traded
14 over-the-counter.

15 A Wasn't listed, but was traded over-the-counter.

16 Q And there were SEC filings made in connection with that
17 corporation thereafter?

18 A Yes.

19 Q And it was publicly traded until June 5 of '63?

20 A Yes.

21 Q Was it publicly traded after June 5, '63?

22 A No.

23 Q Did Combustion Engineering ever purchase any stock in
24 Refractory & Insulation Corporation prior to June 5 of
25 1963?

1 A No.

2 Q Did any individuals who were officers or directors of
3 Combustion Engineering ever purchase stock in Refractory
4 & Insulation prior to 1963, to your knowledge?

5 A No.

6 Q Do you know where the corporate minutes of Refractory &
7 Insulation Corporation, the New Jersey corporation, are
8 today?

9 A No, I don't. I know during.

10 Q You were the Secretary of the corporation?

11 A Yes. And I gave them to -- it was an attorney, a legal
12 person.

13 Q Bennett & Morrissey in Newark?

14 A No, no.

15 Q What firm were they given to?

16 A I really don't know, but they took the books and that's
17 really the last I saw of them.

18 Q Well, what legal firm was this?

19 A I can't say this is the name, but I think Combustion
20 dealt with Shearman and Sterling. Whether that was the
21 legal firm, I don't know.

22 Q In other words, these minutes were given to Combustion
23 Engineering legal counsel, whoever it was?

24 A Whoever it was, right.

25 Q And when were these books and records given to Combustion

1 Engineering Counsel?

2 A Well, it was prior to the acquisition.

3 MR. FONKEN: Do you know it was
4 Combustion Engineering's counsel?

5 THE WITNESS: Yes. Whoever they
6 were, it was the legal firm. They were working on behalf
7 of Combustion.

8 MR. FONKEN: All right.

9 Q (By Mr. Thompson, continuing) And I take it, from your
10 earlier testimony, that Refractory & Insulation Corp.
11 management and presumably a majority of stockholders were
12 in favor of the Combustion purchase back in 1960?

13 A Well, in spite of the fact it was a closely held
14 corporation, I think the majority of the stock was in the
15 hands of family, was H. N. Clark and Frank Christenson.

16 Q You said, "in spite of the fact that it was a closely
17 held corporation"?

18 A In spite of the fact that it was a publicly traded
19 corporation and I think the New Jersey needed two-thirds
20 vote. So I don't know whether they had the two-thirds,
21 but I don't believe they went out to the stockholders in
22 1960 at all.

23 Q Became a moot issue because Combustion was no longer
24 interested?

25 A Yes.

1 Q Now, turning to 1963, when, to your knowledge, did
2 Combustion express a new interest in engaging in a
3 transaction where it would gain the Port Kennedy
4 facilities and distribution?

5 A Okay. I was not aware of it for quite awhile because Mr.
6 Clark used to send me out. Whenever somebody was coming
7 in, he would send me on a trip.

8 Q Mr. Clark was rather secretive?

9 A Well, there was a bitter fight going on and he wasn't
10 communicating very well with me. And, as a result, I'd
11 say that I might have known it in December.

12 Q Of '63?

13 A '62.

14 Q And how did you gain knowledge of it?

15 A I guess it came to a point where they couldn't hide it
16 any longer.

17 Q And you were a Vice President of the corporation?

18 A Yes.

19 Q And in charge of Marketing?

20 A No, not at all.

21 Q What was your title back then?

22 A I was Vice President, Secretary, but I actually was
23 acting in the capacity as a salesman.

24 Q And you were also a stockholder at that point?

25 A Yes.

1 Q Was Mr. Morris N. Clark a stockholder at that time?

2 A Oh, yes.

3 Q And was Mr. Ruben a stockholder at that time?

4 A Yes.

5 Q Now, I would like you to go back to this list of people
6 that is on schedule 6H. There should be another list
7 there, too. Oh, here it is, Deposition Exhibit 1 and 2.
8 And I think that we will go down Number 2 first. And you
9 can tell me if these individuals continued to work for
10 Combustion Engineering after June 5, 1963.

11 MR. FONKEN: Are you talking
12 about R & I Delaware or are you talking about --

13 MR. THOMPSON: R & I Delaware,
14 right, at the time a wholly owned subsidiary.

15 MR. FONKEN: Well, I'll let
16 those be your words. R & I Delaware is who you are
17 asking about.

18 MR. THOMPSON: R & I Delaware.

19 A (Continuing) The only one who did not was Frank
20 Christenson.

21 Q Your father?

22 A My father.

23 Q Okay. Looking at Schedule H, Deposition Exhibit Number
24 2, the only person on that list who did not work for
25 the Delaware corporation after June 5, 1963 was you

1 father --

2 A That's right.

3 Q -- Frank Christenson. Now, looking at Deposition Exhibit
4 Number 1, which contains many of the same names, you
5 don't know of any different ones?

6 A No.

7 Q All individuals on that list -- and that list does not
8 include your father?

9 A No, that's right.

10 Q -- continued to work for Refractory & Insulation, a
11 Delaware corporation, after June 5, 1963?

12 A Yes.

13 Q Now, of these individuals listed on Deposition Exhibit
14 Number 2, which persons were stockholders?

15 A Well --

16 MR. FONKEN: Would it be easier
17 to say which ones weren't?

18 Q (By Mr. Thompson, continuing) You were the secretary,
19 so --

20 A I don't believe Snyder was.

21 Q Okay. Henry N. Smith; was he a stockholder?

22 A He might have been.

23 Q He was a plant manager at that point?

24 A Right. Ruben was.

25 Q O'Dwyer?

1 A Possibly.

2 Q Nelson?

3 A I don't know.

4 Q Okay. Howard Marwick?

5 A I don't believe Marwick was.

6 Q Mann?

7 A Again, I'm not sure of Mann.

8 Q Hegeman?

9 A Hegeman was.

10 Q Hammer?

11 A Hammer was.

12 Q Clark was?

13 A Clark was, C. K. Clark was.

14 Q Your father was?

15 A My father was.

16 Q John A. Bliss?

17 A I don't believe so.

18 Q Mr. Bellington?

19 A Bellington, yes. And I don't know about Al Arwine and
20 I'm really not sure about George Andrews.

21 Q Now, I'm going to tell you to take a look at what's been
22 marked as Deposition Exhibit Number 12 and take a look
23 through it briefly and tell me if you recognize it.

24 I believe that we'll have another
25 exhibit marked while you are doing that.

1 (At this time Christenson
2 Deposition Exhibit No. 16 was marked for identification
3 by the court reporter.)

4 Q (By Mr. Thompson, continuing) Maybe you could also take a
5 look at what I have had marked as Deposition Exhibit
6 Number 16 as well.

7 A What about this?

8 Q I just want to know if you recognize that document that
9 has been marked as Deposition Exhibit Number 12.

10 A You know, I can't specifically say I recognize the
11 document.

12 Q Okay. I'm going to then direct your attention to a
13 paragraph known as describing, quote, the closing on Page
14 3 of that document, which has been marked as Deposition
15 Exhibit Number 12. Says the closing took place in the
16 offices of the corporation known as Bennett & Morrissey,
17 Newark, New Jersey. The following were present; R & I,.
18 That means R & I New Jersey, I assume?

19 A Yes.

20 Q H. N. Clark present?

21 A Right.

22 Q H. C. Ruben, Treasurer?

23 A Right.

24 Q Frank T. Christenson, Secretary?

25 A Yes.

1 Q And then for R & I Delaware a gentleman named Draper,
2 Thomas Ennis, James B. Kelly and Bernard Garry?

3 A Right.

4 Q Is it fair to say after this transaction then that
5 Refractory & Insulation Delaware was the corporation
6 which was then operating the manufacturing and
7 distribution operation that had been operated by R & I,
8 R & I New Jersey?

9 A Yes.

10 Q And who were the corporate officers, at that time, of
11 that Delaware corporation, which was operating the
12 business?

13 A Okay. I don't know if I can answer that completely, but
14 I'll say what I know.

15 Q I have some other documents that might refresh your
16 memory, too.

17 A H. N. Clark continued on as President. I believe R. T.
18 Hegeman was then Vice President of Sales. Alva Arwine
19 was Vice President of Manufacturing -- of maybe Research
20 and Development. C. K. Clark was Vice President of
21 Production. And let's see. Ruben, he may have remained
22 on as a Treasurer Controller.

23 Q All right. Well, now maybe you could back that up. Just
24 because I know it's down on this transcript, but I want
25 to have it for my -- all right. You know that H. N.

1 Clark continued on as President of the Delaware
2 corporation now?

3 A Yes.

4 Q And maybe you could look at this list. What other
5 individuals continued then? We're talking Delaware now.
6 After June 5 --

7 A You're talking officers of R & I Delaware?

8 Q Right, who appear on that list or anywhere else who had
9 been officers of R & I New Jersey?

10 A Okay. I believe Alva S. Arwine--

11 Q Okay.

12 A -- was Vice President of Engineering or Research and
13 Development.

14 MR. FONKEN: Of the new company?

15 A (Continuing) Of the new company and he may have been in
16 that same capacity in the old company.

17 Q Okay.

18 A Okay. I lost all titles, okay.

19 Q Why was that?

20 A Well, it's -- as I say, there was a very bitter fight
21 going on and he would prefer me to have left, okay? He
22 kicked my father out and he would have preferred that I
23 leave and I didn't. It's a crossroad. You never know
24 whether you did right or wrong. Okay. I did not. C. K.
25 Clark was Vice President of Production.

1 Q Of the Delaware corporation?

2 A Of the Delaware corporation.

3 Q What was he of the New Jersey corporation?

4 A Vice President of Production of the Delaware corporation.

5 Q Okay. Horris N. Clark remained as President. I'm
6 sorry. He was President of the New Jersey corporation
7 and was made President of the New Jersey corporation.

8 Q Of the Delaware corporation?

9 A Of the Delaware corporation.

10 Q Okay. Raymond T. Hegeman was Vice President of Sales of
11 the New Jersey corporation?

12 A That was him.

13 Q Okay.

14 A And remained Vice President of Sales -- sorry -- and was
15 made Vice President of Sales of the Delaware corporation.

16 Q Okay.

17 A Ruben, he was the Treasurer of the R & I of New Jersey.
18 I believe he might have continued in that capacity with
19 R & I of Delaware. As far as I can remember, that was
20 all of the officers.

21 Q Okay. Is it fair to say that the only new officer who
22 was not an employee or an officer of R & I New Jersey was
23 Lambert Gross?

24 A Well, I never -- I recognize the name and I know he was
25 with the Combustion, but I didn't even know he was an

1 officer.

2 Q You didn't even know he was an officer of the Delaware
3 corporation after the transfer?

4 A No.

5 Q And your duties with the Delaware corporation were, I
6 guess, transitional in nature and there was a difficult
7 situation between you, at that point, and Morris H.
8 Clark?

9 A Yes.

10 Q Now, pursuant to this agreement -- well, let me ask you
11 this; with regard to Deposition Exhibit Number 16, do you
12 recognize that document?

13 A Yes, I have seen this.

14 Q Okay. I'd like you to turn to Page 11 of that document,
15 Section 2.17, heading "Litigation."

16 A Okay.

17 MR. FONKEN: What document
18 exhibit is that?

19 MR. THOMPSON: That's exhibit --

20 MR. FONKEN: 16?

21 MR. THOMPSON: -- 16.

22 Q (By Mr. Thompson, continuing) It makes reference to an
23 action venued in the southern district of New York, known
24 as John J. Vicelich versus Refractory & Insulation
25 Corporation. Are you familiar with that case?

1 A Yes.

2 Q Could you tell me what it was about, the subject matter
3 of that case?

4 A Well, Vicelich was a union insulation worker, pipe
5 coverer, and he was working for Robert A. Keasbey -- and
6 he was evidently working for Robert A. Keasbey -- on a
7 Combustion job, where quite a bit of --

8 MR. FONKEN: Combustion job, did
9 you say?

10 THE WITNESS: Well, it was a
11 Combustion boiler.

12 Q (By Mr. Thompson, continuing) Combustion Engineering?

13 A It was a Combustion Engineering boiler.

14 Q Do you know where the boiler was?

15 A I thought it was Ravenwood.

16 Q New Jersey?

17 A No. It's in Queens.

18 Q From across the river we don't --

19 A We always get lost there.

20 Q Yeah, it's true.

21 A And he was using the product and evidently he --

22 Q What product was he using?

23 A Well, it was a lot of block insulation. Might have been
24 some cement, but it was predominantly block.

25 Q Okay.

1 A And he developed some problems.

2 Q What type of problems?

3 A Well, he said from breathing dust.

4 Q Okay. And that's why this notation is here. How did
5 that case wind up? Do you know what the disposition of
6 that case was? Was it settled?

7 A It was settled.

8 Q Was an amount paid to Mr. Vicelich?

9 A Yes. I'm sorry. I don't think Mr. Vicelich lived.

10 Q So it was a wrongful death action at that point, to your
11 knowledge?

12 A I don't know what that means.

13 Q When was that case filed?

14 MR. FONKEN: Which case now?
15 This one here?

16 MR. THOMPSON: Vicelich versus
17 R & I.

18 A (Continuing) Okay. I thought it was like the beginning
19 of 1963.

20 Q Okay. So it would have been a few months before this
21 transaction took place?

22 A Yes.

23 Q Now, I would like you to take a look at that particular
24 paragraph, 2.17, on Page 11 of that document. Throughout
25 that agreement there seems to be a particular emphasis on

1 -- this is a quote -- this is a cash transaction for
2 assets when only assuming, quote, "certain liabilities."
3 Do you recall being in any discussion with anybody that
4 this transaction was being structured as a cash purchase
5 of assets alleged, cash purchase of assets for the
6 purpose of avoiding any future liability for the asbestos
7 personal injury issue?

8 A No.

9 Q It was never discussed?

10 A Never discussed.

11 Q Notwithstanding the fact that this Vicelich case
12 existed?

13 A No. I understood that Combustion didn't want --

14 MR. FONKEN: Well, don't
15 volunteer. There's no question.

16 MR. THOMPSON: I have a right to
17 ask him what his understanding is.

18 MR. FONKEN: Sure. And that was
19 the -- pose the question that way.

20 Q (By Mr. Thompson, continuing) All right. What was your
21 understanding?

22 A And I didn't get this firsthand, okay?

23 Q I understand.

24 A They didn't want concentration of stock to individuals,
25 I guess, which would be --

1 Q And that was the reason for it being structured as a
2 cash --

3 A That's what I heard, yes.

4 Q It was not being structured that way to avoid liability
5 for any contingent liability in the future?

6 A No.

7 Q It was essentially to avoid a concentration of stock and
8 it was a consideration with regard to stockholders,
9 principals and control, as oposed to future avoidance of
10 future liability; is that a fair characterization?

11 A Yes.

12 Q When was the settlement entered into with the survivors
13 of Mr. Vicelich?

14 A I don't really know, but it was maybe '64 or '65.

15 Q Do you know what the amount was?

16 A It was \$25,000.

17 Q I'd like you to take a look at Deposition Exhibit Number
18 10 that I have had marked. I believe in that -- is it
19 your understanding that this June 5, 1963 transaction
20 included within its scope all research and development
21 and patents and so forth that had been developed by R & I
22 New Jersey over the course of history?

23 A I assume it would.

24 Q Well, I'm going to show you what I have marked as
25 Deposition Exhibit Number 10 and I'd like you to look at

1 Page C3 of that document.

2 A Yeah.

3 Q I'm talking about Page 3 of the document. It says "John
4 Mansville File. A folder containing a letter dated
5 January 6, 1938, wherein the patent attorney for John
6 Mansville charged an infringement of five patents and a
7 letter by Mr. Clark." Do you know what this was about?

8 A Where was that?

9 Q Right here (indicating).

10 A Related to correspondence.

11 Q Did he ever discuss any alleged patent infringement that
12 John Mansville asserted in the late 1930s?

13 A No, sir. I have never heard about this.

14 Q Okay. All right. Has any employee of Refractory &
15 Insulation, the New Jersey corporation, or Refractory &
16 Insulation, the Delaware corporation, ever filed a
17 workers' compensation claim in connection with an alleged
18 asbestos related disease?

19 A It's hard for me to say. I know the people that work
20 there have and I assume that would automatically make it
21 workers' comp. I don't get involved in that too often.

22 Q Okay. Well, I don't know whether we have to make it an
23 exhibit, but there are workers at that plant who filed
24 what we refer to as plant worker cases. They sue the
25 mining company --

1 A Yes.

2 Q -- on the basis that the case load is determined that raw
3 asbestos is a foreign product, et cetera, and so on, but
4 they did not sue R & I specifically?

5 A Right.

6 Q Some of these depositions that you testified in at
7 Philadelphia; would they be in that category?

8 A No, I don't believe I ever testified in workers'
9 compensation.

10 Q That's not workers' compensation. It would be a regular
11 lawsuit, but R & I would not be a party.

12 A No. I can't recall ever doing that.

13 Q Okay. With regard to workers' comp claims now, could you
14 tell me the names of people that you're aware of who had
15 filed workers' comp claims in connection with alleged
16 asbestos related injuries?

17 A Well, I know there was one; Charles Bostian,
18 B-O-S-T-I-A-N.

19 Q And he held a rather high position at one time and then
20 was demoted to a stockroom clerk; is that correct?

21 A Right, yes.

22 Q Go ahead.

23 A Then there was a Noecker, N-O-E-C-K-E-R, I believe.

24 Q Is Mr. Bostian still alive?

25 A He was eighty-some when he filed the suit, you know.

- 1 Q Okay. Mr. Noecker?
- 2 A I think --
- 3 Q N-O-E-C-K-E-R?
- 4 A N-O-E-C-K-E-R.
- 5 Q What was his first name?
- 6 A I don't recall his first name.
- 7 Q Do you know where he lived?
- 8 A Norristown area, Norristown, Bridgeport.
- 9 Q Okay.
- 10 A I believe he's dead.
- 11 Q All right.
- 12 A Then I know some other people that filed, that -- it was
- 13 Bickel.
- 14 Q Last name would be?
- 15 A B-I-C-K-E-L.
- 16 Q First name?
- 17 A Well, there was a Francis and he had a brother, whose
- 18 name I don't know.
- 19 Q And are they both dead?
- 20 A I know Francis is alive. I don't know about his brother.
- 21 Q Do you know where Francis lives?
- 22 A Yeah. It's Norristown area. It might be Troupa (ph.).
- 23 Q Okay.
- 24 A And then I think there was a Francis Firestone.
- 25 Q Do you know where he lives, if he's still alive?

1 A He's not alive. I don't really know where he lives.

2 Q His wife's name is Patricia?

3 A Yeah.

4 Q Ivanowicz, Joseph Ivanowicz?

5 A Yeah, I didn't know that.

6 Q That doesn't ring a bell to you?

7 A No.

8 Q And what about Eugene Frank Blaret, B-L-A-R-E-T?

9 A I have heard about Blaret.

10 Q Blaret, excuse me. I'm not a French scholar. And is he
11 still alive, do you know?

12 A No. He's dead.

13 Q What about Barnaik, Stephen Barnaik?

14 A I don't know the name.

15 Q Do you know a guy named Minowsky (ph.), who was known as
16 Ace Minowsky? He worked in quality control.

17 A Yes. I don't know if he worked in quality control. He
18 may have.

19 Q Okay. Well, he was known as Ace Minowsky. Was his real
20 name John Minowsky and did he have a wife named Kathy?

21 A I only know him as Ace. I think he was married. I don't
22 know.

23 Q Did he file a claim, do you know?

24 A I don't know.

25 Q All right. Willard Moore?

1 A I have heard.

2 Q Do you know where Willard Moore lives?

3 A No.

4 Q Harry Stone?

5 A No, I don't know.

6 Q William Syster, S-Y-S-T-E-R?

7 A I have heard that.

8 Q You don't know where he lives or if he's alive?

9 A It's Norristown-Bridgeport area.

10 Q Are you aware of any mesothelioma case arising from any
11 exposure to asbestos which occurred either at the Port
12 Kennedy plant or as a result of exposure to an R & I
13 product?

14 MR. FONKEN: Allegedly arising?

15 MR. THOMPSON: Alleged, yes.

16 A (Continuing) Alleged?

17 Q Right.

18 A I know of one.

19 Q And what is the name of that case?

20 A It's the Kerwin Kelly.

21 Q And do you know what the status of that case is now?

22 A It's in, you know -- it's in litigation, I guess you
23 would say.

24 Q Is Combustion a defendant in that case?

25 A Yes.

1 Q What products did Mr. Kelly allege to have been exposed
2 to?

3 A Mr. Kelly was a contractor who came in to build some
4 silos in a plant and he didn't allege -- I don't think he
5 named any product.

6 Q Are you familiar with any Pennsylvania State Government
7 Inspections of the R & I plant?

8 A I have only -- I think I have heard reference to it, that
9 Pennsylvania would come around, but, again, I was not in
10 production.

11 Q When did you first become aware of that?

12 A Probably through this litigation, you know.

13 Q Okay.

14 A Not this particular case, but any case.

15 Q Were you ever aware of a study known as "Asbestosis Part
16 One," produced by the Commonwealth of Pennsylvania,
17 Department of Labor and Industry, in 1934?

18 A No.

19 Q Were you ever aware of a publication known as "Asbestos
20 Special Bulletin Number 42" in 1935, authored by W. B.
21 Fulton, a gentleman named Dooley, a gentleman named
22 Mathews and a gentleman named Houts (ph.) in the year
23 1935?

24 A No.

25 Q Were you ever familiar with a document known as "Asbestos

1 Part Two, The Nature and Amount of Dust Encountered in
2 Asbestos Fabricating Plants"?

3 A No.

4 Q Also in 1935, are you aware of a "Part Three, The Effects
5 of Exposure to Dust Encountered in Asbestos Fabricating
6 Plants" on the health of a group of workers, Commonwealth
7 of Pennsylvania, Department of of Labor and Industry,
8 Harrisburgh, Number 42, September 20, 1935?

9 A No.

10 Q Have you ever heard about that before?

11 A No, I haven't.

12 MR. THOMPSON: Off the record.

13 (At this time a brief discussion
14 was held off the record.)

15 Q (By Mr. Thompson, continuing) In addition to the National
16 Insulation Manufacturers Association and the National
17 Mineral Wool Manufacturers Association or Institute, what
18 organizations, professional, and trade associations, was
19 Refractory & Insulation Corporation, the New Jersey
20 corporation, a member of in the late 1940s?

21 A I don't know if -- the American Refractory Institute,
22 ASTM, American Ceramic Society.

23 Q What is ASTM?

24 A American Society of Testing Materials. I can't think of
25 any more.

1 Q American Ceramic Institute?

2 A American Ceramic Society.

3 Q Now, was Refractory & Insulation Corporation ever
4 involved with or associated with the Mellon Institute of
5 Pittsburgh, Pennsylvania, to your knowledge?

6 A No. What is the Mellon Institute?

7 Q Well, it's an industry think tank, if you will.

8 A Okay.

9 Q Was Refractory & Insulation Corporation ever involved
10 with, in any way, the Industrial Hygiene Foundation, the
11 IHF?

12 A No.

13 Q How about the Air Industrial Hygiene Foundation?

14 A No.

15 Q The Industrial Health Foundation?

16 A No.

17 Q Did you or did anyone, to your knowledge, at Refractory &
18 Insulation ever subscribe to the Industrial Hygiene
19 Digest?

20 A Not to my knowledge.

21 Q The American Industrial Hygiene Association Journal?

22 A No.

23 Q The American Industrial Hygiene Quarterly?

24 A No.

25 Q With regard to research development in the late '40s,

1 which people would have been involved in that? Your
2 father?

3 A No.

4 | Q Okay.

5 A Alva Arwine and H. N. Clark.

6 Q Would Arwine have been more involved in insulation rods
7 and Clark more with the refractory, or both with both?

8 A No. Well, both favored refractory, but --

9 Q Okay. And until the 1950s who would have been involved
10 in research and development?

11 A Okay. Then it was Al Arwine, R. E. Nelson and some
12 people that had a short tenure there. They would come
13 and go. I really can't recall some of the names.

14 Q To your knowledge, was the plant at Port Kennedy, under
15 either the ownership and operation of the New Jersey
16 corporation or the Delaware corporation, ever cited for
17 noncompliance with asbestos, particular to air standards,
18 air quality standards?

19 A No, I'm not aware of that.

20 Q Not aware of whether they were or not?

21 | A That's right.

22 Q You were a stockholder in Refractory & Insulation
23 Corporation, the New Jersey corporation, prior to the
24 time that it was --

25 MR. FONKEN: Transacted?

1 Q (By Mr. Thompson, continuing) -- the transaction of June
2 5, 1963?

3 A Yes.

4 Q Approximately what percentage of the total ownership of
5 the company did you have?

6 A Two and a half percent.

7 Q Okay. Are you presently a stockholder in Combustion
8 Engineering?

9 A Yes, I am.

10 Q How many shares do you have in Combustion?

11 A 249.

12 Q When did you acquire your first share of Combustion
13 Engineering stock?

14 A It was through a profit sharing plan.

15 Q When, approximately what year?

16 A Might have started in the early '70s.

17 Q Okay. Looking down this list of people, did any of those
18 people own stock in Combustion Engineering prior to the
19 June 5, 1963 transaction, to your knowledge?

20 A George Mann did. He, you know, he always liked it. He
21 did very well with it. I know that's one person.

22 Q Okay. Did any people after 1963 own Combustion stock?

23 A You mean --

24 Q Well, shortly after.

25 A Well, I don't know.

1 MR. THOMPSON: I have no further
2 questions.

3 THE WITNESS: Thank you.

4 (At this time a brief discussion
5 was held off the record.)

6 EXAMINATION

7 BY MR. FOKKEN:

8 Q Mr. Christenson, at my request have you read Mr.
9 Thorstad's discovery deposition of November 12, 1986?

10 A Yes.

11 Q Based on your review of Mr. Thorstad's deposition and his
12 testimony regarding the jobs he performed at the Piti
13 Power Plant on Guam back in 1950, can you determine
14 whether or not he was performing the setting function or
15 the insulating function on that job?

16 A Okay. It appeared to me that it was primarily an
17 insulating function. And I'll give you the reasons why.

18 Q Please do.

19 A That on the setting it does not call for any poultry mesh
20 prior to applying the plastic insulation. On the side
21 walls and the rear of the boiler there is one section,
22 the drum, where the exposed portion of the upper drum,
23 the drum heads and the lower drum heads, that required
24 poultry mesh over the 85 percent mag block and then the
25 hard finish cement, but the rest of the boiler, the

1 specification does not call for any poultry mesh over the
2 block or the rear of the boiler or the side walls, okay?
3 The only poultry mesh -- and the specification is very
4 clear on this -- is used on the insulation portion. In
5 other words, where what we would call the insulation
6 apart from the setting, where the duct comes down to the
7 air heater, to the fan and up again over the boiler, hot
8 air duct, down to the wind boxes. That's insulator
9 work. It's the insulation contract. That called for the
10 85 mag blocks, the poultry mesh, the half inch of hard
11 finished cement, plus canvas, okay? Now, I know Mr.
12 Thorstad made reference to asbestos cloth covering it,
13 but actually it's canvas.

14 But the other point is that plastic
15 insulation, which was Stic-Tite -- and a call for it to
16 cover the block on the boiler -- was pink. It was
17 distinctly pink. We made it pink so it would be
18 recognizable by us. In other words, it was so unlike
19 other cement. Without the pink color, you didn't know
20 whether it was your product people were complaining about
21 or not. So we did make it a definite pink.

22 Q And Mr. Thorstad indicated he was working with what color
23 cement?

24 A A gray or a brown or a gray.

25 The other point is that our blocks

1 were heavy in, say, relation to the 85 percent magnesium
2 block and you would need a hand saw. It would be very,
3 very difficult and I don't think you could do a job with
4 a knife, okay?

5 But it was primarily the fact that
6 he talked about, in his deposition, the poultry mesh,
7 then the cement and then the covering of cloth. And
8 that's -- as I say, except for the upper drum, that was
9 all insulation.

10 Q And based upon your review of the documents relative to
11 the contract for the Piti Power Plant, was Combustion
12 Engineering responsible for the insulation function?

13 A No. Just the setting, what's referred to as the setting.

14 Q Now, you referred moments ago to color of certain
15 products. You say Stic-Tite was what color?

16 A It was pink.

17 Q And was it pink in 1950?

18 A Yes.

19 Q Now, with regard to cutting the blocks, you referred to a
20 knife and how a block might be cut. What do you recall
21 about Mr. Thorstad's testimony that related to cutting of
22 the block?

23 A It was done with a sharp knife.

24 Q And were there any ingredients on the -- ingredients is
25 the wrong term. Were there any products used on the Piti

1 Power Plant in the form of insulating block, which could
2 be, in your opinion, cut with a knife?

3 A The 85 percent magnesium was a much softer product.

4 Q And did R & I New Jersey manufacture an 85 percent mag
5 block at that time?

6 A No.

7 Q Have they ever manufactured an 85 percent magnesium
8 block?

9 A No.

10 MR. FONKEN: That's all the
11 questions I have.

12 EXAMINATION

13 BY MR. THOMPSON:

14 Q Mr. Christenson, could you tell me again what types of
15 packages Stic-Tite came in; Kraft paper bags?

16 A It was a Kraft paper bag. It did have printing on it.

17 Q What kind of printing was on the bag?

18 A Well, it had sort of a green triangle and then it had the
19 circular R & I script trademark. It had "Stic-Tite."

20 Q Was that in green print?

21 A I think that was black, okay? And then --

22 Q Okay. We're talking about 1949, '50?

23 A Yes, right.

24 Q Go ahead.

25 A Right. The Stic-Tite was in block letters. They were

1 like shadowed. You know what I am saying? Like they
2 were carved out of stone, to give an appearance of depth.

3 Q Now, the Stic-Tite came --

4 A In 50 pound bags.

5 Q Okay.

6 A And --

7 Q Now, the block letter would have been in black print?

8 A Yes. I specifically remember the red, the green
9 triangle, you know. It was like broken. Half the
10 triangle was up above and half of it was below and it
11 would have "Stic-Tite." Then, of course, Refractory &
12 Insulation Corporation, 120 Wall Street, New York, New
13 York. The insulating block at that time -- I have to
14 back up. Because this was an export shipment, the normal
15 practice was to put two Stic-Tite bags in a cloth bag,
16 cloth or burlap bag.

17 Q Yes.

18 A The block at that time was shipped in a wooden box.

19 Q Okay. Now what was in burlap?

20 A The two 50 pound Stic-Tite bags were packed inside of a
21 burlap or a cloth bag.

22 Q That's the way they were shipped on this particular job?

23 A It was an export shipment and that was our method of
24 doing it.

25 Q Okay. No barrels were used?

1 A Okay, now, not for the asbestos products, okay.

2 Q Okay.

3 A For refractories that's quite common.

4 Q Particularly for export shipments?

5 A Okay. When you come to bonding mortar, which were used,
6 you know, to dip the brick or to bond the brick, that
7 comes in two forms. The most popular form is a wet form,
8 premixed and it comes in a drum. However, there are dry
9 products and something like export, you would probably
10 ship that in a drum. Moldit A, Moldit B would
11 customarily be in a 100 pound bag --

12 Q Which were refractory and not asbestos?

13 A They also, for export, would be packaged in a 55 gallon
14 drum usually.

15 Q Now, you mentioned with regard to the block -- I don't
16 know that you did mention it. How would the block be
17 coming?

18 A In wooden boxes.

19 Q Just wooden boxes. And would they be what; pine boxes?

20 A Pine boxes.

21 Q What kind of lettering would be on the boxes?

22 A Usually it would just be -- normally you get export
23 markings and they would be stenciled on with black.

24 Q But the boxes themselves, there wouldn't be any Kraft
25 covering inside. It would just be the boxes and then the

1 insulation block would be inside it?

2 A My recollection is that it was just the block packed in
3 the wooden boxes.

4 Q And that was black stenciled lettering on the pine boxes?

5 A Yes.

6 Q What about CEC Special?

7 A Be treated the same way as Stic-Tite.

8 Q Okay. And your testimony is that the products -- it's
9 your opinion that, based on the deposition of Mr.
10 Thorstad, that he wasn't using your insulation block
11 because he talks about cutting it with a knife; is that
12 correct?

13 A That's part of it, yes. And because our block was only
14 used on the boiler.

15 Q Lower down is what you are saying, as opposed to higher
16 up or internally?

17 A No. It was used on the roof, the side walls and the rear
18 wall. And what I am saying is that up above there was a
19 drum that ran the width of the boiler and that was
20 different.

21 Q And that's what you think he worked on?

22 A Well, that had the -- that describes it.

23 Q Of course, that product was Johns-Manville?

24 A That describes that, you know --

25 Q In your opinion?

1 A -- cloth covering.

2 Q Well, I don't know that he described it quite the way you
3 say and certainly he will have the opportunity to
4 supplement his previous testimony, if he feels he can
5 clarify it at all. But with regard to the CEC Special --
6 we went through it a bit on the blueprint -- that was
7 used on this product, from your examination of the
8 blueprints and the specs and everything?

9 A Yes.

10 Q Where?

11 A Well, the only place we really found it was within a door
12 frame.

13 Q And, again, the Stic-Tite or the Mix B?

14 A Mix B was used as an expansion joint material.

15 Q Would Mix B be packed in the same kind of a bag and just
16 known as Mix B or would it be called Stic-Tite or --

17 A What we do for products like CEC Special and Mix B and
18 all was a basic Stic-Tite bag without the "Stic-Tite"
19 written on it and we would stencil in that name.

20 Q And that would be black lettering?

21 A Yes.

22 Q Would there be that green triangle on there, too?

23 A Yes, there would.

24 Q And inside the triangle would be the black R & I circular
25 logo?

1 A The logo came up on top (indicating). And then there was
2 like the green triangle.

3 Q Right.

4 A Which was then broken with blank space for Stic-Tite and
5 then the last half of the green triangle.

6 Q Okay. That's fine.

7 I have an exhibit that I'd like to
8 enter into the record and I have got to have a moment to
9 find it, if I could.

10 (At this time Christenson
11 Deposition Exhibits Numbers 17, 18 and 19 were marked for
12 identification by the court reporter.)

13 Q (By Mr. Thompson, continuing) I believe it was your
14 testimony that, in your opinion, the Stic-Tite, CEC
15 Special, or when I say "Stic-Tite," I meant Mix B, I
16 guess it is, on this job and just those two products for
17 now, were used primarily in the brickwork operation, as
18 opposed to the insulation function. Is that an accurate
19 paraphrase?

20 A Yes.

21 Q I wonder if you could take a look at what I have had
22 marked as Deposition Exhibit 18.

23 A Okay.

24 Q Makes reference to settings.

25 A Yes.

1 Q Is he making reference to the brickwork, primarily, in
2 that particular correspondence, which is in Deposition
3 Exhibit Number 18, September 28, 1950?

4 A Yes, he is, as it's almost all brickwork. Maybe it's
5 only bought -- it's Combustion's part. He's mixed what's
6 left over from Combustion, what Combustion supplied.

7 Q And that would be insulation block?

8 A Yes.

9 Q And when it says on Deposition Exhibit Number 17, where
10 we talk about insulation block, that's the R & I
11 insulation block?

12 A It is.

13 Q Okay. When we say "CEC Special," that's what we have
14 been discussing?

15 A Yes.

16 Q Mix B; that's what we have been discussing, as well?

17 A Yes.

18 Q Okay. And are those the three asbestos containing blocks
19 -- Stic-Tite, as well?

20 A Stic-Tite?

21 A Now, Stic-Tite wasn't referenced in the legend on that
22 blueprint. I see a listing of Stic-Tite on Exhibit
23 Number 17.

24 A It was referred to as "PI," plastic insulation.

25 Q Okay. So plastic insulation would be the Stic-Tite?

1 A Products of that sort.

2 Q Okay. Now I would like you to look at Exhibit Number
3 19. On the back there's a diagram which apparently was
4 drawn by Mr. Connell.

5 MR. FONKEN: Well, that's your
6 assessment.

7 MR. THOMPSON: Well, the
8 document ultimately will speak for itself.

9 MR. FONKEN: If that's going to
10 be incorporated into your question, I just want that
11 clear.

12 Q (By Mr. Thompson, continuing) Is that reference to the
13 brick function or to the insulation function?

14 A This is the brick function.

15 Q And that would be the July 20, 1950?

16 A Yes.

17 Q And the date of Deposition Exhibit Number 17 is September
18 25, 1950?

19 A Yes.

20 Q And is there a signature, M. B. Connell?

21 A Yes.

22 Q And what about Deposition Exhibit Number 18; I think I
23 asked you if that was the brickwork or the insulation
24 function that he was referring to.

25 A It is the brick.

1 Q Brickwork?

2 A Brickwork function.

3 Q Thank you.

4 A I didn't see that.

5 Q Take a look at that.

6 A This one here, the diagram.

7 Q On the back?

8 A Yeah.

9 Q It's brickwork?

10 A That's brickwork.

11 Q And we're looking at the back of Exhibit Number 19?

12 A Yes, that's brickwork.

13 MR. THOMPSON: I have no further
14 questions.

15 MR. FONKEN: I have nothing
16 further. You have the right to read and sign this
17 deposition. I think maybe you ought to exercise the
18 right to read and sign it.

19 THE WITNESS: Yes.

20 MR. THOMPSON: I'd feel
21 comfortable with that.

22 (At this time the deposition was
23 concluded.)

24 (The original transcript of this
25 deposition will be forwarded to Attorney Thompson upon

completion of the reading and signing.)

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NOTARY-REPORTER'S CERTIFICATE

STATE OF MINNESOTA)

ss.

COUNTY OF RAMSEY)

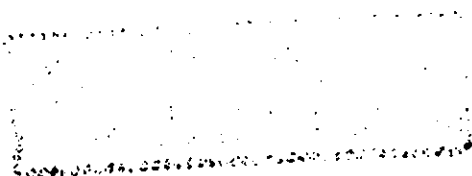
I, NANCY G. GISCH, a Notary Public
within and for the County of Ramsey, and State of
Minnesota, do hereby certify:

That prior to being examined, the
afore-named witness was by me sworn to testify the truth,
the whole truth, and nothing but the truth;

That said deposition, consisting of
154 pages of typewritten material, was taken down by me
in Stenotype at the time and place therein named, and was
thereafter reduced to typewriting under my direction;

I further certify that I am neither
related to any of the parties or counsel nor interested
in this matter directly or indirectly.

WITNESS my hand and seal this 8th
day of April, 1988.




Nancy G. Gisch
Notary Public
Ramsey County, Minnesota

1 I, FRANK T. CHRISTENSON, do hereby
2 certify and state, that I have read and examined the
3 typewritten transcript of the deposition taken of me, at
4 the time and place therein named, in the matter of
THORSTAD versus ARMSTRONG WORLD INDUSTRIES, INC., et al,
consisting of the preceding 154 pages, and find the same
to be true and correct. (Except as follows):

5 PAGE NO. LINE NO. CORRECTION

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21 Dated this _____ day of _____, 1988.

22
23
24 _____
FRANK T. CHRISTENSON
25

TCR

Twin City Court Reporters

245 Hanover Building
480 Cedar Street
Saint Paul, MN 55101
(612) 293-0498



"FOR THE RECORD"

Date: 4-8-88

Re: Thorstad vs. Armstrong World Industries, Inc., et al.

Please find enclosed your copy of the deposition of
PAUL JONES, taken on 4-6-88,
1988, in the above-referenced matter, together with
the original signature page.

Please have your client read their deposition and sign
the enclosed signature page, noting any corrections.

Upon completion of the same, return the original
signature page to me for proper distribution and
inclusion in the original transcript.

According to the Rules of Civil Procedure, the signed
signature page must be returned to me no later than
5-15, 1988.

Sincerely,

TWIN CITY COURT REPORTERS

By: _____

Enc.

I, PAUL E. JONES do hereby certify and state, that I have read and examined the typewritten transcript of the deposition taken of me, at the time and place therein named, in the matter of THORSTAD versus ARMSTRONG WORLD INDUSTRIES, INC., et al., consisting of the preceding 33 pages, and find the same to be true and correct. (Except as follows):

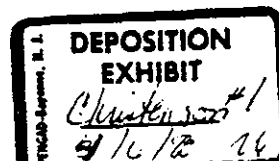
<u>PAGE NO.</u>	<u>LINE NO.</u>	<u>CORRECTION</u>
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Dated this _____ day of _____, 1988.

PAUL E. JONES

Officers and Employees
of
Refractory & Insulation Corporation
who have executed
Employment Contracts

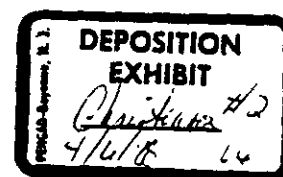
1. H. N. Clark
2. H. C. Ruben
3. C. K. Clark
4. R. T. Hegeman
5. F. T. Christenson
6. A. S. Arwine
7. G. Andrews
8. J. A. Bliss
9. R. G. Hammer
10. G. Mann
11. T. O'Dwyer



Handwritten:
Check
2/2/25

Directors, Officers and Employees
of
Refractory & Insulation Corporation
Receiving Annual Compensation in Excess of \$10,000.00

	Compensation Basis	Paid in 1962 Amount	Current Annual Salary Rate
Andrew, George H., Jr.	Salary & Comm.	\$23,614.69	\$10,296. & Comm.
Arwine, Alva S.	Salary	15,842.00	17,108.
Bellington, Joseph A.	Salary & Comm.	13,179.90	1,430. & Comm.
Bliss, John A.	Salary	17,861.00	17,524.
Christenson, Frank	Salary	25,737.70	19,994.
Christenson, Frank T.	Salary	18,338.00	17,992.
Clark, Charles K.	Salary	23,452.50	23,010.
Clark, Horace N.	Salary	45,871.50	45,000.
Hammer, Rudolph G.	Salary & Comm.	25,892.11	10,296. & Comm.
Hegeman, Raymond T.	Salary	23,329.50	23,010.
Mann, George A.	Salary & Comm.	15,463.89	8,632. & Comm.
Marwick, Howard L.	Salary & Comm.	15,607.15	8,632. & Comm.
Nelson, Robert	Salary	11,545.49	11,544.
O'Dwyer, Thomas L.	Salary & Comm.	21,622.81	10,010. & Comm.
Ruben, Harold C.	Salary	25,493.00	25,012.
Smith, Henry F.	Salary	13,242.49	13,000.
Snyder, William M.	Salary & Comm.	11,060.29	7,800. & Comm.



31

REFRACTORY & INSULATION CORPORATION

120 WALL STREET, NEW YORK 5, N.Y.



MADE IN U.S.A.

BRANCHES:
CHICAGO
PHILADELPHIA
NEWARK

October 7, 1949

10 1949

W.J.T.

DISTRIBUTORS IN
PRINCIPAL CITIES

Combustion Engineering-Superheater, Inc.
200 Madison Avenue
New York 16, New York

Attention: Mr. C. W. Hagendorn Subject: U. S. Navy
 Asst. Traffic Manager Your Order 495675
 Contr. 25046-YSET
 Our Order 8552

Gentlemen:

This is with reference to the subject order, which specifies that materials are to be packed for export in accordance with applicable provisions of Joint Army-Navy Specifications, JAN-P-100.

In response to our request for information and clarification concerning items we are furnishing, Inspector of Navy Material from office at Ambler, Penna., called at our Port Kennedy, Penna., factory, on October 6, 1949. He directed our attention to Paragraph D-2b, Page 4 of General Specification JAN-P-100. This paragraph specifies that gross weight of any shipping container shall not exceed approximately 150 lbs. The purpose of this letter is to respectfully request waiver of the application of this paragraph.

We intend to pack in wooden boxes the insulating materials we are furnishing on the subject order. Maximum gross shipping weight for any box on the subject order will not exceed approximately 400 lbs. The boxes we propose to use will be in accordance with the Joint Army-Navy Specifications JAN-P-106A. This publication includes specifications for boxes with net weight of contents up to 1000 lbs.

We are informed by Inspector of Navy Material that waiver in writing must be received in his office at Ambler, Penna., before he can authorize us to proceed with fabrication and packing of the subject order. Also, Government Bills of Lading are required and there is a delay in securing these after material is ready for shipment. Accordingly, we further respectfully request extension of time to accomplish contract consistent with any delay in response to this letter.

Very truly yours,

REFRACTORY & INSULATION CORP.

H. C. Ruben
H. C. Ruben

HCR;bc



COMBUSTION ENGINEERING - SUPERHEATER, INC.
200 MADISON AVENUE
NEW YORK 10, N. Y.

DATE **JUNE 23, 1949** 495677
ORDER NO.
CONTRACT NO. **25046-YET**

REFRACTORY & INSULATION CORP.
320 WALL STREET
NEW YORK 5, NEW YORK
SUBJECT TO INSPECTION BY U.S. NAVY.
PENALTY JOB

DOING CONTRACT NOY 73931
S SINCE NAVAL SUPPLY AGEX
BLDG 411, STOCKTON, CALIF.
PACKED FOR EXPORT.
PER ARMY-NAVY SPEC. JAN-P-100
COMPLETE INSTRUCTIONS LATER.

OUR ORDER NO., CONTRACT NO. AND ALL INFORMATION WITHIN
THIS ENCLOSURE MUST BE PLAINLY MARKED ON EACH SHIP-
MENT AND ON ALL INVOICES.

SHIP **11/15/49 WITH** TRANSPORTATION
ORDER 495675 CHARGE

SHIP VIA **DOV. BILLS OF LADING.**

REQ. NO. **ENOR. 2 1**

FURNISH THE FOLLOWING MATERIALS, SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS ORDER.

	PER TON	
18,500 LBS. #3000 HIGH TEMP. CEMENT		\$ 77.00
165 - 100# BAGS MOLDIT "A"		41.00
48 - 50# " " "B"		41.00
19 - 50# STICTITE		110.00
11 - 50# PAKINSUL		55.00
11 - 50# CES SPECIAL		320.00
22 - 10# MIXTURE "B"		110.00

ALL 3-1/2" STYLE "A" ROCKWOOL PANELS FOR THE TWO (2) UNITS ON CON-
TRACT, EACH UNIT AS DETAILED ON OUR DWG. E-770-319-0, FOUR (4)
PRINTS ATTACHED.

PRICE - PANELS - PER SQ. FT. NET - INCLUDING BINDING. \$ 432

FOR SPECIFICATIONS TO PANEL SIZES, MARKING, ETC., REFER TO NOTES ON
ABOVE DRAWING. DRAWING LISTS PANELS FOR ONE (1) UNIT; YOU ARE TO
FURNISH PANELS FOR THE TWO (2) UNITS ON CONTRACT.

ABOVE PRICES ARE F.O.B. CARS, WORKS, - PER YOUR LETTER QUOTATION OF
4/22/49.

PACK FOR EXPORT IN ACCORDANCE WITH ARMY-NAVY SPECS. JAN-P-100, CHARGES
EXTRA.

TERMS: STICTITE, PAKINSUL, CES SPECIAL AND MIXTURE B: 2% - 10 DAYS.
HIGH TEMPERATURE CEMENT, MOLDIT A AND B 4 NET 30 DAYS.

MM
ACCT.
SLE-2 RIMM (MR DUIGNAN) - 6
MRKLEIN MRPOHL
MR. J. LOWE CHATT.
PROD. JS.

GENTLEMEN-

THIS IS COPY OF ORDER FOR YOUR RECORDS

CONTRACT MATERIAL

REPORT AT ONCE ANY CORRECTIONS OR OMISIONS TO THE

DEPOSITION
EXHIBIT
Christina
4/6/88 *lc*

COMBUSTION ENGINEERING - SUPERHEATER, INC.
PURCHASING DEPARTMENT
200 MADISON AVENUE, NEW YORK 10, N. Y.

COMBUSTION ENGINEERING - SUPERHEATER, INC.
200 MADISON AVENUE
NEW YORK 16, N. Y.

DATE **JUNE 23, 1949**
ORDER NO. **49567**
CONTRACT NO. **13931**

SHIP TO AND MARK

ENGINE CONTRACT NOY 13931
U S INCC NAVAL SUPPLY AGENX
BLDG 411, STOCKTON, CALIF.
PACKED FOR EXPORT.
PER ARMY-NAVY SPEC. JAN-P-100
COMPLETE INSTRUCTIONS LATER.

OUR ORDER NO. CONTRACT NO. AND ALL INFORMATION WITHIN
THIS ENCLOSURE MUST BE PLAINLY MARKED ON EACH SHIP-
MENT AND ON ALL INVOICES.

REFRACTORY & INSULATION CORP.
20 WALL STREET
NEW YORK 5, NEW YORK
SUBJECT TO INSPECTION BY U.S. NAVY

PENALTY JOB

SHIP **11/15/49 WITH** TRANSPORTATION
ORDER **49567** CHARGES

SHIP VIA **MOV. BILLS OF LADING.**

REQ. NO. **ENGR. 46**

FURNISH THE FOLLOWING MATERIALS, SUBJECT TO CONDITIONS ON REVERSE OF THIS ORDER.

ITEM	DESCRIPTION	SIZE	QUANTITY	UNIT	PRICE
1266	INSULATING BLOCKS	12" X 18" X 2-1/2"	-	PER 100 FT. NET.	245
1267	"	12" X 18" X 3-1/2"	-	"	245
1268	"	12" X 18" X 3-1/2"	-	"	245
1269	"	12" X 18" X 3-1/2"	-	"	245
1270	"	12" X 18" X 3-1/2"	-	"	245
1271	"	12" X 18" X 3-1/2"	-	"	245
1272	"	12" X 18" X 3-1/2"	-	"	245

INCLUDE STICKITE TO LAY ABOVE PER TON. \$110.00

ABOVE PRICES F.O.B. SEAS, WORKS - PER YOUR LETTER QUOTATION OF 6/22/49.

DELIVERY - 45 - 48 DAYS.

PACK FOR EXPORT AND INSPECTION WITH ARMY-NAVY SPEC. JAN-P-100 - CHARGES
EXTRA.

ENH
FACT.
HSE-2
BARKLEIN
MR. J. LOWE
PROD.
WAPOML
ENATT.
RIM (MR. DUTMAN) --6

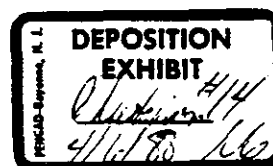
DEPOSITION
EXHIBIT 25
Christman
4/6/88

GENTLEMEN -
THIS IS COPY OF ORDER FOR YOUR RECORDS. CONTRACT MATERIAL
REPORT AT ONCE ANY CORRECTIONS OR OMISSIONS TO THE

COMBUSTION ENGINEERING - SUPERHEATER, INC.
PURCHASING DEPARTMENT
200 MADISON AVENUE, NEW YORK 16, N. Y.

Listing and Summary Description
of
Mortgages, Deeds of Trust, Loan or Credit Agreements
of
Refractory & Insulation Corporation

1. Agreements of September 21, 1962 and November 8, 1962 with the Montgomery County Bank and Trust Company covering a loan in the principal amount of \$200,000.00. Outstanding balance is \$37,500.00.
2. Open Letter of Credit dated December 11, 1962 with the Marine Midland Trust Company in favor of EGNEP Ltd. (So. Africa) for the purchase of amesite.



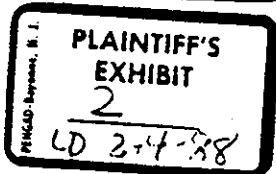
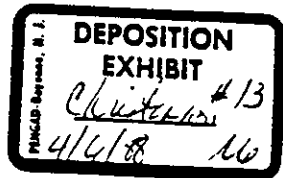
THIS AGREEMENT made this 25 day of November, 1964,
between M. H. DETRICK CO., INC., a Delaware corporation ("Seller")
party of the first part, and REFRACTORY & INSULATION CORPORATION,
a Delaware corporation ("Purchaser") party of the second part,

W I T N E S S E T H:

WHEREAS, The Seller desires to sell and Purchaser desires to
purchase the assets, properties and business of the Seller's
Insulation Division upon the terms and conditions hereinafter
set forth.

NOW, THEREFORE, in consideration of the premises and of the
mutual and dependent covenants hereinafter set forth, the parties
hereto hereby agree as follows:

1. The Seller, subject to the terms and conditions hereof,
hereby agrees to transfer, convey, assign and deliver to
Purchaser through escrow the following assets, properties
and business of its Insulation Division:
 - (a) Approximately three acres of land in Aurora, Illinois,
together with buildings and structures located thereon,
legally described in Schedule A, which also sets
forth all exceptions to title;
 - (b) All machinery, equipment, tools, furniture and fixtures
described in Schedule B;
 - (c) All laboratory equipment described in Schedule C;
 - (d) All trademarks and trade names listed in Schedule D; and
 - (e) Upon the consummation of the sale, as herein provided,
Seller will also make full disclosure to Purchaser
of the product formulae pertaining to the products
produced by said Insulation Division, which formulae
have been maintained by Seller in notebook form.
Delivery of said notebook material shall constitute
compliance with this provision.



4. Seller agrees to deliver on the closing date to Purchaser:

- (a) Such stamped warranty deed, bills of sale and assignments of trademarks and trade names as shall be effective to vest in Purchaser good and marketable title to the property conveyed, free and clear of all liens and encumbrances, except with respect to the real estate the exceptions enumerated in Schedule A and the encroachment referred to in Section 8 hereof, the stamped warranty deed shall be deposited in escrow by Seller; and
- (b) All of Seller's orders, contracts and commitments which are assumed by Purchaser hereunder, with assignments thereof, together with all books, records and other data, including without limitation all its notebooks and other records, including those pertaining to inventions, discoveries and improvements, if any, whether patentable or not, having a direct bearing on the assets and business transferred, conveyed, assigned and delivered hereunder, and simultaneously with such delivery the Seller shall take all such steps as may be requisite to put Purchaser in actual possession and control of such assets and business.

Seller after the closing date shall be permitted access to the books and records delivered by it at reasonable times for any reasonable purpose.

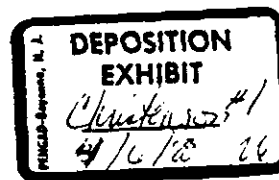
It is likewise understood and agreed that laboratory and other equipment now in said Insulation Division Plant but not included in this sale (and excluded from the schedules) may be left in the buildings conveyed to Purchaser under this

Board of Directors and stockholders, and Seller agrees prior to the closing date to deliver to Purchaser true and complete copies of the minutes of the meetings of its Board of Directors and stockholders at which such authority was granted, certified by its Secretary.

- (c) All of the buildings and structures transferred, conveyed and delivered hereunder and all machinery and equipment listed in Schedule B are, and on the closing date will be, in normal operating condition and repair, free from any known defects, except such minor defects as do not substantially interfere with the present use thereof in the conduct of normal operations.
- (d) Seller has good and marketable title to all of its properties and assets, real and personal, which are to be transferred hereunder, free and clear of all liens and encumbrances, except as herein referred to. Seller has not received notice of violation of any applicable zoning regulation, ordinance or other law, order, regulation or requirement relating to its Insulation Division operations and, so far as known to the Seller, there is no such violation and the plant and other buildings used by the Seller in such operations conform with all applicable ordinances, codes and regulations.
- (e) The land, buildings, equipment, trademarks and other property described in the schedules hereto constitutes substantially all of the property and assets of Seller used in the business and operations now conducted by its Insulation Division.

Officers and Employees
of
Refractory & Insulation Corporation
who have executed
Employment Contracts

1. H. N. Clark
2. H. C. Ruben
3. C. K. Clark
4. R. T. Hegeman
5. F. T. Christenson
6. A. S. Arwine
7. G. Andrews
8. J. A. Bliss
9. R. G. Hammer
10. G. Mann
11. T. O'Dwyer



Schedule H

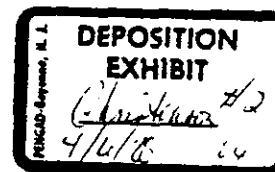
Directors, Officers and Employees

of

Refractory & Insulation Corporation

Receiving Annual Compensation in Excess of \$10,000.00

	Compensation Basis	Paid in 1962 Amount	Current Annual Salary Rate
Andrews, George H., Jr.	Salary & Comm.	\$23,614.69	\$10,296. & Comm.
Arwine, Alva S.	Salary	15,842.00	17,108.
Bellington, Joseph A.	Salary & Comm.	13,179.90	1,430. & Comm.
Bliss, John A.	Salary	17,861.00	17,524.
Christenson, Frank	Salary	25,737.70	19,994.
Christenson, Frank T.	Salary	18,338.00	17,992.
Clark, Charles K.	Salary	23,452.50	23,010.
Clark, Horace N.	Salary	45,871.50	45,006.
Hammer, Rudolph G.	Salary & Comm.	25,892.11	10,296. & Comm.
Hegeman, Raymond T.	Salary	23,329.50	23,010.
Mann, George A.	Salary & Comm.	15,463.89	8,632. & Comm.
Marwick, Howard L.	Salary & Comm.	15,607.15	8,632. & Comm.
Nelson, Robert	Salary	11,545.49	11,544.
O'Dwyer, Thomas L.	Salary & Comm.	21,622.81	10,010. & Comm.
Ruben, Harold C.	Salary	25,493.00	25,012.
Smith, Henry F.	Salary	13,242.49	13,000.
Snyder, William M.	Salary & Comm.	11,060.29	7,800. & Comm.



21

REFRACTORY & INSULATION CORP.
120 WALL STREET
NEW YORK 5, NEW YORK
SUBJECT TO INSPECTION BY U.S. NAVY.

"PENALTY JOB"

SHIP 11/13/49 WITH TRANSPORTATION CHARGES
ORDER 493675

SHIP VIA BOV. BILLS OF LADING.

SHIP TO AND MARK

ROINC CONTRACT NOY 13931
S OINCC NAVAL SUPPLY AGENCY
BLDG 411, STOCKTON, CALIF.
PACKED FOR EXPORT.
PER ARMY-NAVY SPEC, JAN-P-100
COMPLETE INSTRUCTIONS LATER.

OUR ORDER NO., CONTRACT NO. AND ALL INFORMATION WITHIN
THIS ENCLOSURE MUST BE PLAINLY MARKED ON EACH SHIP-
MENT AND ON ALL INVOICES.

FURNISH THE FOLLOWING MATERIALS, SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS ORDER.

18,500 LBS. 83000 HIGH TEMP. CEMENT	PER TON	\$77.00
100 - 100# BAGS MOLDIT "A"		\$1.00
100 - 100# " " "B"		\$1.00
40 - 50# " SYCTITE		\$16.00
10 - 50# " PAKINSUL		\$5.00
10 - 50# " CES SPECIAL		\$20.00
10 - 50# " MIXTURE "B"		\$10.00

CALL 3-1/2" STYLE "A" ROCKWOOL PANELS FOR THE TWO (2) UNITS ON CON-
TRACT, EACH UNIT AS DETAILED ON OUR DWG. C-770-313-0, FOUR (4)
PRINTS ATTACHED.

PRICE - PANELS - PER SQ. FT. NET - INCLUDING BINDING. \$432

FOR SPECIFICATIONS TO PANEL SIZES, MARKING, ETC. REFER TO NOTES ON
ABOVE DRAWING. DRAWING LISTS PANELS FOR ONE (1) UNIT; YOU ARE TO
FURNISH PANELS FOR THE TWO (2) UNITS ON CONTRACT.

ABOVE PRICES ARE F.O.B. CARS, WORKS, - PER YOUR LETTER QUOTATION OF
4/22/49.

PACK FOR EXPORT IN ACCORDANCE WITH ARMY-NAVY SPECS. JAN-P-100, CHARGES
EXTRA.

TERMS: SYCTITE, PAKINSUL, CES SPECIAL AND MIXTURE B: 15 - 30 DAYS.
HIGH TEMPERATURE CEMENT, MOLDIT A AND B: 4 - NET 30 DAYS.

AM
ACCT.
SLE-2 RIM (MR DUGMAN) - 6
MR. J. LOWE CHATT.
PROD. JS.

GENTLEMEN:-
THIS IS COPY OF ORDER FOR YOUR RECORDS. CONTRACT MATERIAL
REPORT AT ONCE ANY CORRECTIONS OR OMISSIONS TO THE-

DEPOSITION
EXHIBIT
4/16/88

COMBUSTION ENGINEERING - SUPERHEATER, IN
PURCHASING DEPARTMENT
200 MADISON AVENUE, NEW YORK 16, N. Y.

COMBUSTION ENGINEERING SUPERHEATER, INC.
200 MADISON AVENUE
NEW YORK 16, N. Y.

DATE 11/15/49
FORM NO. 100
CONTRACT NO. 13931

REFRACTORY & INSULATION CORP.
TO 120 WALL STREET
NEW YORK 3, NEW YORK
SUBJECT TO INSPECTION BY U.S. NAVY

"PENALTY JOB"

SHIP 11/15/49 WITH TRANSPORTATION CHARGES.

ORDER 493677

SHIP VIA BOV. BILLS OF LADING.

SHIP TO AND MARK

ROINC CONTRACT NOY 13931
SINCE NAVAL SUPPLY AGENCY
BLDG 411, STOCKTON, CALIF.
PACKED FOR EXPORT.
PER ARMY-NAVY SPEC, JAN-P-100
COMPLETE INSTRUCTIONS LATER.

OUR ORDER NO., CONTRACT NO. AND ALL INFORMATION WITHIN
THIS ENCLOSURE MUST BE PLAINLY MARKED ON EACH SHIP
MENT AND ON ALL INVOICES.

REQ. NO. ENCL. #4

FURNISH THE FOLLOWING MATERIALS, SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS ORDER.

126	INSULATING BLOCKS	12" X 18" X 2-1/2"	PER SQ. FT. NET.	\$245
126	"	12" X 18" X 1-1/2"	"	\$245
126	"	6" X 18" X 3-1/2"	"	\$245
126	"	12" X 18" X 3"	"	\$245
46	"	12" X 18" X 1-1/4"	"	\$245
126	"	12" X 18" X 3-1/2"	"	\$245

INCLUDE SYCTITE TO LAY ABOVE PER TON. \$110.00

ABOVE PRICES F.O.B. SEAS, WORKS - PER YOUR LETTER QUOTATION OF 6/22/49.

TERMS: 25 - 40 DAYS.

PACK YOUR SHIPMENT AND RECOMMENCE WITHIN ARMY-NAVY SPEC, JAN-P-100 - REMARKS
EXTRA.

TH
FACT.
334E-2
WINKLEIN
MR. J. LOWE
PROD.
WARPONL
SHATT.
RIM (MR. DUIDMAN) -5

DEPOSITION
EXHIBIT #5
4/6/88

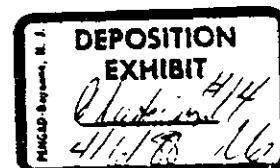
GENTLEMEN:-

THIS IS COPY OF ORDER FOR YOUR RECORDS. CONTRACT MATERIAL
REPORT AT ONCE ANY CORRECTIONS OR OMISSIONS TO THE-

COMBUSTION ENGINEERING SUPERHEATER, INC.
PURCHASING DEPARTMENT
200 MADISON AVENUE, NEW YORK 16, N. Y.

Listing and Summary Description
of
Mortgages, Deeds of Trust, Loan or Credit Agreements
of
Refractory & Insulation Corporation

1. Agreements of September 21, 1962 and November 8, 1962 with the Montgomery County Bank and Trust Company covering a loan in the principal amount of \$200,000.00. Outstanding balance is \$37,500.00.
2. Open Letter of Credit dated December 11, 1962 with the Marine Midland Trust Company in favor of EGNEP Ltd. (So. Africa) for the purchase of amesite.



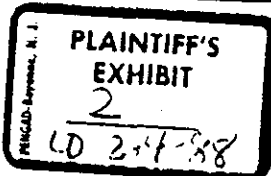
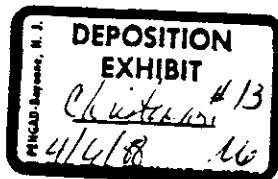
THIS AGREEMENT made this 25 day of November, 1964,
between M. H. DETRICK CO., INC., a Delaware corporation ("Seller")
party of the first part, and REFRACTORY & INSULATION CORPORATION,
a Delaware corporation ("Purchaser") party of the second part,

W I T N E S S E T H:

WHEREAS, The Seller desires to sell and Purchaser desires to
purchase the assets, properties and business of the Seller's
Insulation Division upon the terms and conditions hereinafter
set forth.

NOW, THEREFORE, in consideration of the premises and of the
mutual and dependent covenants hereinafter set forth, the parties
hereto hereby agree as follows:

1. The Seller, subject to the terms and conditions hereof,
hereby agrees to transfer, convey, assign and deliver to
Purchaser through escrow the following assets, properties
and business of its Insulation Division:
 - (a) Approximately three acres of land in Aurora, Illinois,
together with buildings and structures located thereon,
legally described in Schedule A, which also sets
forth all exceptions to title;
 - (b) All machinery, equipment, tools, furniture and fixtures
described in Schedule B;
 - (c) All laboratory equipment described in Schedule C;
 - (d) All trademarks and trade names listed in Schedule D; and
 - (e) Upon the consummation of the sale, as herein provided,
Seller will also make full disclosure to Purchaser
of the product formulae pertaining to the products
produced by said Insulation Division, which formulae
have been maintained by Seller in notebook form.
Delivery of said notebook material shall constitute
compliance with this provision.



-
2. Subject to the terms and conditions hereof, and in full consideration for the transfer, conveyance, assignment and delivery referred to in Section 1 hereof, Purchaser shall pay a total purchase price of \$275,000 through escrow at Chicago Title and Trust Company as hereinafter provided.
3. Seller hereby further agrees to transfer, convey, assign and deliver to Purchaser on the closing date, the following:
- (a) All inventory, including raw material, finished and partially finished goods and packaging material, as shown by a physical inventory to be conducted jointly by the parties in accordance with standard procedures at 625 Illinois Avenue, Aurora, Illinois, beginning on April 1, 1964. The unit prices to be paid by Purchaser for such inventory shall be as listed in Schedule E.
 - (b) All unfilled orders as shown on Schedule F.
 - (c) All purchase orders, contracts and other outstanding obligations of Seller as shown on Schedule G.

Purchaser agrees to pay to Seller on the closing date in full for the inventory to be purchased, as provided in the above subparagraph (a), less the amount of the outstanding obligations of Seller assumed by Purchaser as of the closing date and as above set forth. Purchaser also agrees to assume the obligation to pay for all supplies and materials ordered in the normal course of business by Seller and not included in inventory. The parties agree that the value of vacation benefits earned by employees as of the closing date which are assumed by Purchaser and charged against Seller are in the amount of Three Thousand One Hundred Dollars (\$3,100).

4. Seller agrees to deliver on the closing date to Purchaser:

- (a) Such stamped warranty deed, bills of sale and assignments of trademarks and trade names as shall be effective to vest in Purchaser good and marketable title to the property conveyed, free and clear of all liens and encumbrances, except with respect to the real estate the exceptions enumerated in Schedule A and the encroachment referred to in Section 8 hereof, the stamped warranty deed shall be deposited in escrow by Seller; and
- (b) All of Seller's orders, contracts and commitments which are assumed by Purchaser hereunder, with assignments thereof, together with all books, records and other data, including without limitation all its notebooks and other records, including those pertaining to inventions, discoveries and improvements, if any, whether patentable or not, having a direct bearing on the assets and business transferred, conveyed, assigned and delivered hereunder, and simultaneously with such delivery the Seller shall take all such steps as may be requisite to put Purchaser in actual possession and control of such assets and business.

Seller after the closing date shall be permitted access to the books and records delivered by it at reasonable times for any reasonable purpose.

It is likewise understood and agreed that laboratory and other equipment now in said Insulation Division Plant but not included in this sale (and excluded from the schedules) may be left in the buildings conveyed to Purchaser under this

Board of Directors and stockholders, and Seller agrees prior to the closing date to deliver to Purchaser true and complete copies of the minutes of the meetings of its Board of Directors and stockholders at which such authority was granted, certified by its Secretary.

- (c) All of the buildings and structures transferred, conveyed and delivered hereunder and all machinery and equipment listed in Schedule B are, and on the closing date will be, in normal operating condition and repair, free from any known defects, except such minor defects as do not substantially interfere with the present use thereof in the conduct of normal operations.
- (d) Seller has good and marketable title to all of its properties and assets, real and personal, which are to be transferred hereunder, free and clear of all liens and encumbrances, except as herein referred to. Seller has not received notice of violation of any applicable zoning regulation, ordinance or other law, order, regulation or requirement relating to its Insulation Division operations and, so far as known to the Seller, there is no such violation and the plant and other buildings used by the Seller in such operations conform with all applicable ordinances, codes and regulations.
- (e) The land, buildings, equipment, trademarks and other property described in the schedules hereto constitutes substantially all of the property and assets of Seller used in the business and operations now conducted by its Insulation Division.

(f) All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by Seller directly with Purchaser, without the intervention of any person as the result of any act of Seller, in such manner as not to give rise to any valid claim against either of the parties hereto for a brokerage commission, finders' fee or other like payment. Seller hereby indemnifies the Purchaser against any claim for such commission, fee or payment.

(g) No representation or warranty by Seller, nor any statement or certificate furnished or to be furnished to Purchaser pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading. This paragraph shall not apply to title letters or title insurance issued by Chicago Title and Trust Company or any of its divisions.

(h) Seller has no knowledge of any fact or circumstances and has taken no action which adversely affects the condition, financial or otherwise, or reputation or good will of the Insulation Division of Seller.

7. Seller will indemnify and hold harmless Purchaser against and in respect of:

(a) Any and all claims and liabilities which may be asserted against Purchaser, whether accrued, absolute, contingent or otherwise, on account of the operation by Seller of the property and assets sold hereunder,

other than obligations expressly assumed by Purchaser pursuant to Section 3;

(b) Any and all damage or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of the Seller under this Agreement and from any misrepresentation in or occasioned by any certificate or other instrument furnished or to be furnished by the Seller under this Agreement; and

(c) Any and all claims asserted against Purchaser because of any violation or alleged violation of the Illinois Bulk Sales Law.

8. Seller agrees to deliver to Purchaser as soon as possible a survey of a licensed surveyor showing the real estate to be purchased together with all improvements thereon, which survey shall, with the exception hereafter noted, show no encroachments and that all improvements are located within the property lines and any applicable building lines. Seller has disclosed to Purchaser that the southerly corner portion of the so-called Test House encroaches on Illinois Avenue and this sale is made subject to said encroachment.

9. Seller and Purchaser agree that neither party has made any representation, warranty or covenant not set forth herein, and the representations, warranties and indemnifications of Seller provided for herein shall not be discharged or dissolved upon, but shall survive the taking of delivery of Seller's Insulation Division business and assets by Purchaser and shall be unaffected by any investigation made by Purchaser.

10. Each party may, at its option, waive in writing any and all of the conditions herein contained, to which its obligations hereunder are subject.
11. The parties hereto agree that the sale of the property described in Section 1 of this Agreement shall be through an escrow with Chicago Title and Trust Company in accordance with the provisions of the form of Deed and Money Escrow Agreement attached hereto.
12. The parties hereto agree that real estate taxes and all other proratable items shall be prorated as of the closing date. The proration credit allowed to the Purchaser for general real estate taxes for the year 1963 and 1964 to the closing date shall be adjusted upon receipt of the actual real estate tax bill for the year 1963. The real estate taxes shall be prorated on the basis of the amount of the 1962 taxes.
13. The sale contemplated by this Agreement shall be closed at 10 A.M. on April 3, 1964, which date shall be known for the purpose of this Agreement as the "Closing date".
14. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed first-class postage prepaid:
- (a) To The Seller: If to the Seller, to Frank Pollen, President, M. H. Detrick Company, 111 W. Washington Street, Chicago 2, Illinois.
- (b) To Purchaser: If to Purchaser, to James B. Kelly, Secretary, Refractory & Insulation Corporation, 200 Madison Avenue, New York 16, New York.

*Contribution
any other matters*

15. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. This Agreement shall inure to the benefit of and be binding upon the parties named herein as the Seller and Purchaser and their respective successors and assigns, provided that any assignment of this Agreement or the rights hereunder by either party hereto without the written consent of the other party shall be void; nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement in the State of Illinois on the date first above written.

ATTEST:

[Signature]
Secretary

M. H. DETRICK COMPANY

By [Signature]
President

ATTEST:

[Signature]
Secretary

REFRACTORY & INSULATION CORPORATION

By [Signature]

LIST OF PATENTS, TRADE MARKS, ETC.

The following documents were delivered to Combustion Engineering, Inc.:

PATENTS

Heller
2,400,347, Feb. 1, 1949, The Protection of Furnaces from Slag

Philadelphia Electric Company has a shop-right under this patent.

Christenson
2,548,421, Apr. 10, 1951, Attachments for Ceramic Combustion Chambers

(No assignment is found; title appears to be in Christenson)

Clark
2,407,135, Sep. 3, 1946, Furnace Lining

Transferred to Babcock & Wilcox under the agreement dated January 1, 1953. A return license was granted to R. & I. A share of royalties may be due to R. & I.

DESIGN PATENTS

Clark
Des. 183,597, Refractory Block, running for 14 years from September 30, 1958

A corresponding Canadian Design registration dated Sep. 28, 1959, and registered as No. 163 in Folio 22729.

PATENT APPLICATIONS

Clark
Ser. No. 278,028, filed Mar. 22, 1952, Conduit Cover etc.

Copy of application and assignment. Status unknown.

Clark
Ser. No. 636,759, filed Jan. 28, 1957, Well Construction

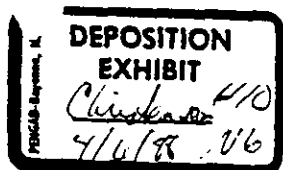
Copy of assignment only

TRADE MARKS

TM 330,909 dated Sep. 15, 1936, NUTYPE as applied to Combustion Chambers for Oil Heating Boilers

This has expired, unless renewed (?).

TM 583,578 dated Dec. 15, 1953 for R & I within a circle as applied to Casts and Castable Refractories, Bonding and Patching Mortars, Insulation etc.



EXPIRED PATENTS

Clark

1,920,358, Aug. 1, 1933, Concrete Insulating

Christenson

2,282,293, May 5, 1942, Heat Insulating Linings

Clark

1,851,038, March 29, 1932, Insulating Cement

Christenson

2,078,753, Apr. 27, 1937, Refractory Heat Insulation

MacDonald

2,012,071, Aug. 20, 1935, Combustion Chambers

Christenson

2,370,008, Feb. 20, 1945, Prefabricated Ceramic Combustion
Chambers

Christenson

2,392,121, Jan. 1, 1946, Prefabricated Ceramic Combustion
Chambers

ABANDONED APPLICATIONS

Clark

630,024, filed Dec. 19, 1956, Castable Refractory Compositions

Assignment only

Christenson

779,366, filed Feb. 11, 1947, Furnace Door

Clark

507,302, filed Jan. 7, 1931, Refractory Concrete

Assignment only

ASSIGNMENTS WITHOUT APPLICATIONS OR
PATENTS

Clark assignment dated October, 1939, for an unidentified application covering Fireproof Combustion. File also includes an agreement dated December 19, 1939, between Clark, Christopher Branda and R. & I. providing for a 5% royalty if a patent were granted. No patent was found.

Allardice and Philip Sporn for an unidentified application cover Insulating Block. File also includes an agreement dated December 8, 1939, between these parties and R. & I, providing for a 5% royalty if a patent is granted. No patent is found.

Clark, Branda, Ser. No. 415,824, of October 20, 1941

Christenson assignment dated January 2, 1944, covering Prefabricated Ceramic Combustion Chamber

Christenson assignment dated July 22, 1946, of patent 2,370,006 dated Feb. 20, 1945

ROYALTY ASSIGNMENT

Agreement dated Dec. 28, 1938, whereby Clark and Christenson assigned to their wives royalties under patents issued to them numbered:

1,851,038
1,959,658
2,078,753
1,920,358
2,012,171

all EXPIRED.

JOHN MANSVILLE FILE

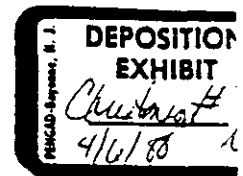
A folder containing a letter dated Jan. 6, 1938, wherein the patent attorney for John Mansville charged an infringement of five patents and a letter by Mr. Clark dated Jan. 11, 1938, advising the matter will be referred to R. & I. patent attorneys.

It is hereby certified that the above listed United States patents, patent applications and design patents constitute the only documents evidencing proprietary rights presently owned in whole or in part by the Seller.

REFRACTORY & INSULATION CORPORATION

By _____
H. M. Clark

MINUTES
of
BOARD OF DIRECTORS MEETING
of the
NATIONAL INSULATION MANUFACTURERS ASSOCIATION
Biltmore Hotel New York, N. Y.
January 13, 1960



The meeting was called to order at 2:00 P. M. by Chairman E. H. Luchs with the following in attendance:

DIRECTORS

E. H. Luchs
Norman Barr (Proxy for R. R. Porter)
R. E. Buckley
F. T. Christensen (Proxy for Frank Christensen)
G. J. Christner
S. Clousing
J. W. Cordrey (Proxy for J. C. Voiles)
A. M. Ehret, Jr.
H. B. Hutten
J. B. Jobe
E. T. Johnson
P. D. Kaley
Ike Keith
F. W. Muller
H. T. Williams

Mundet Cork Corp.
Keasbey & Mattison Company
Pittsburgh Corning Corp.
Refractory & Insulation Corp.
The Eagle-Ficher Company
M. H. Detrick Company
Fibreboard Paper Products Co.
Baldwin-Ehret-Hill, Inc.
The Ruberoid Company
Johns-Manville Sales Corp.
Union Asbestos & Rubber Co.
Pittsburgh Plate Glass Co.
Forty-Eight Insulations, Inc.
Gustin-Bacon Mfg. Company
Owens-Corning Fiberglas Corp.

OTHERS PRESENT

D. L. Hinmon
L. A. Hoff
M. I. Ruddock, Legal Counsel
J. M. Barnhart

Johns-Manville Sales Corp.
Johns-Manville Sales Corp.
Cadwalader, Wickersham & Taft
National Insulation Mfrs. Assn.

APPROVAL OF MINUTES

A motion was made, seconded and passed

That the Minutes of the Board of Directors Meeting of September 9, 1959, as bulletined by the Association office be approved.

TREASURER'S REPORT

The Association's Balance Sheet and Statement of Income and Expenditures as of December 31, 1959, were outlined by Mr. F. T. Christenson.

The Treasurer's Report is attached to these Minutes and made part thereof.

It was reported that the income for 1960 will be in the neighborhood of \$82,000.00.

ELECTION OF BOARD MEMBER

Due to commitments within his company, Mr. R. A. McLaughlin resigned as a member of the Board of Directors and Vice President, and has asked that Mr. P. D. Kaley replace him on the Board of Directors.

A motion was made by Mr. F. W. Muller, seconded by Mr. T. S. Clousing and unanimously passed

That Mr. P. D. Kaley be elected as his company's designated representative on the Board of Directors.

ELECTION OF VICE PRESIDENT & MEMBER OF EXECUTIVE COMMITTEE

Mr. J. B. Jobe reported that the Nominating Committee proposed the following names to serve as Vice President and Member of the Executive Committee to fill the vacancies in accordance with the NIMA By-Laws:

Vice President - H. T. Williams
Executive Committee Member - Ike Keith

There being no further nominations, a motion was made by Mr. A. M. Ehret, Jr. seconded by Mr. G. J. Christner and unanimously passed

That the Vice President and Member of the Executive Committee as proposed by the Nominating Committee be elected.

SPECIAL COMMITTEE REPORT ON ESTABLISHMENT OF A SAFETY PROGRAM

Mr. J. B. Jobe reported that safety was a subject that was considered in conjunction with a Manufacturing Committee, and that basically a manufacturing program could be broken down into the following parts:

SPECIAL COMMITTEE REPORT ON ESTABLISHMENT OF A
SAFETY PROGRAM (cont'd.)

- (a) Manufacturing Methods. It was the consensus of the group that the diversification of manufacturing methods within NIMA was great and that the feasibility of such a program would be impractical, therefore the subject should be tabled.
- (b) Safety. It was the consensus of the group that the reporting of statistics relating to accident prevention was adequately covered by the program that many of NIMA members participate in with the National Mineral Wool Association, and therefore the subject should be tabled.
- (c) Health. The feeling of the group on this aspect was that the industry could benefit from such a program. This subject will be studied further and a recommendation will be made at the next NIMA Board Meeting.

STATISTICAL REPORTING

It was reported that two letters had been received from members suggesting that benefit would be derived by reporting statistics on a geographical basis in addition to the statistics already received.

Discussion on the subject revealed that reporting on a state basis would be costly and impractical. However, reporting on a regional basis would appear to be feasible and will be investigated further. In this respect, Mr. Barnhart was asked to determine the individual company members' regional sales boundaries in an attempt to see if there were five or six areas of the country that would be fairly common to the membership. This will be done by mailing maps to the members upon which they are to indicate the sales regions for which they would have figures available in the normal course of business.

The estimated cost of handling such an enlarged statistical reporting service will be secured from Price Waterhouse & Company.

NIMA members were asked to look into their company costs in participating in such a program.

This subject will be discussed further at the NIMA Spring Meeting.

REVISION TO NIMA CONSTITUTION

Mr. H. T. Williams reported that the Committee had met and discussed the expansion of the membership categories in the NIMA Constitution to include the foamed plastic manufacturers. Because of the fact that foamed plastic was a different product than those presently included in the Association with different problems, it was recommended that no change be made in the Constitution at this time. Following discussion it was the consensus that the Committee's recommendation be adopted.

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MINUTES
of the
BOARD OF DIRECTORS MEETING
NATIONAL INSULATION MANUFACTURERS ASSOCIATION
Chicago, Ill. April 14, 1964

The meeting was called to order at 2:15 P. M. by Chairman M. W. Burleson with the following in attendance:

DIRECTORS

M. W. Burleson, Chairman	Johns-Manville Sales Corp.
P. D. Kaley	Pittsburgh Plate Glass Company
Ike Keith	Forty-Eight Insulations, Inc.
V. L. Miller (Proxy for R. E. Buckley)	Pittsburgh Corning Corp.
F. W. Muller	Gustin-Bacon Mfg. Company
W. G. Neel	The Ruberoid Company
D. M. Nelson	Fibreboard Paper Products Corp.
M. M. Wilson	Baldwin-Ehret-Hill, Inc.
J. F. Vyverberg	✓ Owens-Corning Fiberglas Corp.

OTHERS PRESENT

J. H. Boynton	Owens-Corning Fiberglas Corp.
L. T. Choate	Baldwin-Ehret-Hill, Inc.
M. P. Crowther	Gustin-Bacon Mfg. Company
G. D. Reycraft	Cadwalder Wickersham & Taft
J. M. Barnhart	NIMA

APPROVAL OF MINUTES

A motion was made, seconded and passed

That the Minutes of the Board of Directors Meeting of October 8, 1963, as bulletined by the Association be approved.

ACCEPTANCE OF RESIGNATIONS

It was reported that letters of resignation had been received from Mundet Cork Corporation, M. H. Detrick Company and Keasbey & Mattison Company.

A motion was made, seconded and passed

That the resignations be accepted with regret.

TREASURER'S REPORT

Mr. W. G. Neel outlined the Association's Balance Sheet, Statement of Income and Expenditures, and Comparison of Actual Expense to Budget as of March 31, 1964.

A motion was made seconded and passed

That the Treasurer's Report be accepted and further

That the separate accounting pertaining to the sales of the Economic Thickness Manual be discontinued.

BROADENING OF MEMBERSHIP

The expansion of membership to include foamed plastic manufacturers was discussed.

A Committee consisting of Messrs. P. D. Kaley, Chairman, R. E. Buckley and H. B. Moreno was appointed for the purpose of making recommendations on the subject at the next scheduled Board of Directors Meeting.

AIMS AND OBJECTIVES OF MARKETING RESEARCH COMMITTEE

The future projects of the Marketing Research Committee, as outlined in the Committee Minutes of March 13, 1964, were discussed.

It was agreed that the following were reasonable and practical projects for the Committee to undertake:

1. Define existing statistical reporting product categories and products reported.
2. Work with the Bureau of Census, Department of Commerce, etc., to improve government statistical reporting.

AIMS AND OBJECTIVES OF MARKETING .
RESEARCH COMMITTEE (cont'd.)

3. Attempt to ascertain the market potentials of competitive materials (foamed plastics, etc.) (with respect to the investigation of the broadening of the Association membership to encompass foamed plastic types of insulation, it was suggested that the Committee be informed of this fact and contact the special committee investigating this subject).
4. Follow up Mr. R. E. Buckley's letter pertaining to number of hours worked by union locals in 1963.

STATISTICAL REPORTING

It was reported that several companies were unable to report statistics on a state basis at this time and that Price Waterhouse & Company had been advised to continue statistics on the old basis for the present time (monthly and regional reports).

It was decided that 1963 statistics should not be compiled on a state basis inasmuch as this information is not readily available from the members.

Further, it was decided that it was not practical to establish separate reporting categories for "faced blanket" and "coated blanket", and that the single "faced and coated blanket" category be retained for statistical reporting purposes.

The establishment of a separate category for reporting "Prefabricated Duct Systems" was discussed. The glass manufacturers will be letter balloted on this subject prior to July 1, 1964.

NIMA CERTIFICATION PROGRAM

This subject was discussed in detail and it was decided that such a program would not be undertaken.

OTHER BUSINESS

1. Mr. Barnhart was asked to contact NFPA relative to membership on the Air Conditioning Committee.
2. The Duct Systems Committee is asked to present a survey of code changes that have been made that increase the use of prefabricated duct systems.

3. It was reported that the NIMA lease expires on April 31, 1964. It was agreed that the lease should be renewed for 3 years, providing any increase in rent that may be asked by the landlord will not exceed 10 percent. Mr. J. M. Barnhart will discuss the new lease with Mr. M. W. Burleson before signing.
4. It was agreed that the NIMA Annual Meeting would be held at the Seaview Country Club, Absecon, N. J., on October 5 and 6, 1964.
5. It was reported that Johns-Manville Sales Corp., was printing on cartons, crates, etc., containing asbestos products (calcium silicate, magnesia, asbestos cements) a note pertaining to the dust created by these materials. The wording will be as follows:

" Caution: This product contains asbestos fiber.

Inhalation of asbestos in excessive quantities over long periods of time may be harmful.

If dust is created when this product is handled, avoid breathing the dust.

If adequate ventilation control is not possible wear respirators approved by the U. S. Bureau of Mines for pneumoconiosis producing dust. "

ADJOURNMENT

There being no further business

The meeting was adjourned.

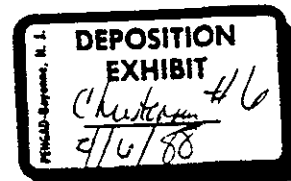
Respectfully submitted

J. M. Barnhart
J. M. Barnhart

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NATIONAL INSULATION MANUFACTURERS ASSOCIATION

441 LEXINGTON AVENUE - NEW YORK 17, N. Y.



MINUTES
of
BOARD OF DIRECTORS MEETING
of the
NATIONAL INSULATION MANUFACTURERS ASSOCIATION
Forte Vedra Beach, Fla. May 6, 1960

The meeting was called to order at 8:30 A. M. by Chairman E. H. Luchs with the following in attendance:

DIRECTORS

E. H. Luchs	Mundet Cork Corp.
N. L. Barr (Proxy for R. R. Porter)	Keasbey & Mattison Company
R. E. Buckley	Pittsburgh Corning Corp.
Frank Christenson	Refractory & Insulation Corp.
A. M. Ehret, Jr.	Baldwin-Ehret-Hill, Inc.
J. B. Jobe	Johns-Manville Sales Corp.
P. D. Kaley	Pittsburgh Plate Glass Co.
Eke Keith	Forty-Eight Insulations Inc.
F. W. Muller	Gustin-Bacon Mfg. Company
E. T. Plummer (Proxy for E. T. Johnson)	Union Asbestos & Rubber Co.
H. T. Williams	Owens-Corning Fiberglas Corp.

OTHERS PRESENT

F. T. Christenson, Treasurer	Refractory & Insulation Corp.
D. L. Hinmon	Johns-Manville Sales Corp.
M. I. Ruddock, Legal Counsel	Cadwalader, Wickersham & Taft
J. M. Barnhart	National Insulation Mfrs. Assn.

APPROVAL OF MINUTES

A motion was made, seconded and passed

That the Minutes of the Board of Directors Meeting of January 13, 1960, as bulletined by the Association office be approved.

TREASURER'S REPORT

The Association's Balance Sheet and Statement of Income and Expenditures as of April 15, 1960, were outlined.

The Treasurer's Report is attached to these Minutes and made part thereof.

It was asked that in the future a Comparison of Budget to Actual Expenditures be part of the Treasurer's Report.

STATISTICAL REPORTING ON A GEOGRAPHIC BASIS

Discussion on this subject revealed that the membership was desirous of receiving statistical reports on a geographic basis based on six regions, quarterly, including accumulated totals. The estimated cost of this work to NIMA, as received from Price Waterhouse & Company, will be approximately \$1,200. per year.

Mr. Barnhart is to contact Price Waterhouse & Company and ask them to start their report as soon as the six months figures are available from the member companies.

A map was exhibited showing the regions that were to be reported in. Several comments were made to the effect that the boundaries to the regions should be defined on a slightly different basis. Mr. Barnhart was asked to talk to Mr. F. W. Muller and redefine the areas. A map showing the regional areas that are to be reported in will be circulated to the Board of Directors.

SAFETY PROGRAM

It was the consensus that the establishment of a NIMA Safety Program with respect to health should be dropped.

APPOINTMENT OF A NOMINATING COMMITTEE

A Nominating Committee was appointed by President Luchs for the purpose of preparing a slate of candidates for Directors and Officers for nomination for these positions at the Annual Meeting. The Committee will consist of A. M. Ehret, Jr., Chairman, Mr. Frank Christenson and Mr. F. W. Muller.

PUBLICITY PROGRAM

discussion on a program to adopt for distribution of the brochure prepared by Sumner Rider & Associates led to a motion being made by Mr. N. L. Barr, seconded by Mr. J. B. Jobe and passed

That in order to place the project on a self-liquidating basis a cost of \$0.35 per copy shall be charged to the individual companies ordering the brochure, \$0.10 of which shall be placed in the NIMA treasury to defray the expense of mailing the brochure to inquiries that are received by the Association headquarters.

TECHNICAL & RESEARCH COMMITTEE REPORT

Action on the report made by the Technical & Research Committee concerning requests made at a meeting in Washington, D. C., will be deferred to the next Board of Directors meeting.

OTHER BUSINESS

- (a) The Board of Directors authorized the following salaries for the NIMA staff, retroactive to January 1, 1960:

Mr. J. M. Barnhart - \$12,500.00 per year
(Increase of \$1,000.00)

Miss H. C. Lynch - \$5,800.00 per year
(Increase of \$300.00)

- (b) An air conditioning unit was authorized by the Board of Directors to be bought and installed for the NIMA headquarters. The cost of the installed unit and electrical work will be in the neighborhood of \$475.00.

OTHER BUSINESS (Cont'd.)

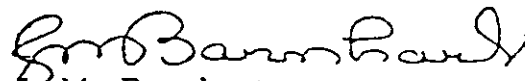
- (c) It was announced that the Annual Meeting will be held at the Seaview Country Club, Absecon, N. J., on October 10 and 11, 1960.

ADJOURNMENT

There being no further business, it was moved, seconded and passed

That the meeting be adjourned.

Respectfully submitted


J. M. Barnhart

6/4/63

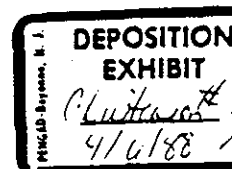
Acquisition of Assets and Business of
REFRACTORY & INSULATION CORPORATION

CLOSING MEMORANDUM

Action Prior to the Closing

On May 15, 1963, the Board of Directors of Refractory & Insulation Corporation, a New Jersey corporation ("R & I"): (a) authorized the sale, upon the terms and conditions of an agreement ("Agreement") to be entered into between R & I and Combustion Engineering, Inc. ("Combustion"), or a subsidiary designated by Combustion, of substantially all the assets of R & I to Combustion, or a subsidiary designated by Combustion, for a net purchase price of approximately \$1,650,000; (b) authorized the President and Secretary to execute and deliver the Agreement on behalf of R & I; (c) approved and adopted a Plan of Complete Liquidation and Dissolution; (d) authorized, effective on the date of the execution of the Agreement, the change of R & I's name to "F&H Liquidating Corporation"; and (e) called for a special meeting of the R & I stockholders to be held on May 29, 1963, at 10:30 o'clock in the forenoon at 744 Broad Street, Newark 2, New Jersey, ~~for~~ the purpose of approving the sale as provided in the Agreement, the Plan of Complete Liquidation and Dissolution and the change of R & I's name.

On May 17, 1963, R & I mailed to the holders of its common stock a notice of a special meeting of such stockholders



"Refractory & Insulation Corporation" and applied for qualification to do business in the State of Pennsylvania.

The Closing

The Closing took place at the office of Messrs. Carpenter, Bennett & Morrissey, 744 Broad Street, Newark 2, New Jersey on June 5, 1963. All action at the Closing was deemed to be taken simultaneously and all deliveries were made in escrow until the Closing had been completed.

The following were present at the Closing:

R & I:

By H. N. Clark, President
H. C. Ruben, Treasurer
Frank T. Christenson, Secretary

R & I Delaware:

By William H. Draper, Jr.
Thomas A. Ennis, President
James B. Kelly, Secretary
Bernard J. Garry, Esq.

Carpenter, Bennett & Morrissey and Henry W. Clement,
Counsel for R & I:

By Henry W. Clement, Esq.
Thomas L. Morrissey, Esq.
Seth M. Dabney, Esq.

Shearman & Sterling,
Counsel for R & I Delaware:

By Douglas B. Steimle, Esq.
John C. Craig, Esq.
John T. Hannigan, Esq.

Home Title Guaranty Company:

By Mr. Goldschlager

2.7 Certificate of the Treasurer of R & I with respect to incumbency and genuine signatures of officers of R & I acting for it in connection with the Closing.

2.8 Copy of the By-laws of R & I certified by R & I's Secretary as of the date of the Closing.

2.9 Copy of the Certificate of Incorporation of R & I and all amendments thereto (except the Certificate of Amendment changing R & I's name to F&H Liquidating Corporation) effective prior to June 5, 1963, certified by the Secretary of State of New Jersey under date of May 14, 1963.

2.10 Resolutions adopted at May 15, 1963 meeting of Board of Directors of R & I, certified by Secretary of R & I.

2.11 Resolutions adopted at May 29, 1963 special meeting of stockholders of R & I, certified by Secretary of R & I.

2.12 Certificate of the President of R & I as described in Section 5.6 of the Agreement.

2.13 Receipted real estate tax bills for the years 1960, 1961 and 1962.

3. R & I Delaware delivered the following to R & I:

3.1 Check covering payment of Pennsylvania State Transfer Tax due with respect to the Deed referred to in

2.1 in an amount equal to 1% of the assessed value of the property (\$139,700) and an affidavit with respect to the payment of Transfer Taxes.

3.2 Certified checks payable to R & I in the aggregate amount of \$1,890,209.66 pursuant to Section 1.2(a) of the Agreement.

3.3 Instrument, dated June 5, 1963, whereby R & I Delaware, pursuant to Section 1.2 (b) of the Agreement, assumes the liabilities and obligations of R & I specified in such Instrument.

3.4 Certificate of Assistant Secretary of R & I Delaware with respect to incumbency and genuine signatures of officers of R & I Delaware acting for it in connection with the Closing.

3.5 Resolutions adopted by the Board of Directors of R & I Delaware on May 28, 1963, certified by the Secretary of R & I Delaware.

4. R & I and R & I Delaware executed an Escrow Agreement (previously executed by Montgomery County Bank and Trust Company, as Escrow Agent) dated the Closing date, under which R & I deposited \$165,000 as security for R & I's performance of the conditions contained in the Agreement.

5. Carpenter, Bennett & Morrissey delivered to R & I Delaware their opinion as described in Section 5.1 of the Agreement.

6. Shearman & Sterling delivered to R & I Delaware their opinion as described in Section 5.3 of the Agreement and to R & I their opinion as described in Section 6.2 of the Agreement.

7. The Home Title Guaranty Company delivered to R & I Delaware commitments for policies of title insurance in accordance with Section 5.2 of the Agreement.

THIS AGREEMENT made this 5th day of June, 1963,
between F&H LIQUIDATING CORPORATION (formerly Refractory &
Insulation Corporation), a New Jersey corporation ("Seller"),
party of the first part, and REFRACTORY & INSULATION CORPORA-
TION (formerly APRA Precipitator Corporation), a Delaware cor-
poration, party of the second part ("Purchaser"),

W I T N E S S E T H :

WHEREAS, the Seller desires to sell and Purchaser
desires to purchase all of the Seller's assets, properties
and business (except cash other than petty cash funds in the
amount of \$3,825 and shares of capital stock of C & C Corporation)
upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises
and of the mutual and dependent covenants hereinafter set forth,
the parties hereto hereby agree as follows:

1. TRANSFER OF THE SELLER'S ASSETS AND CERTAIN
RELATED TRANSACTIONS.

1.1 TRANSFER OF ASSETS. The Seller, subject to the
terms and conditions hereof, hereby transfers, conveys, assigns
and delivers to Purchaser all of the Seller's assets and busi-
ness existing on May 3, 1963 as a going concern (except cash
other than petty cash funds in the amount of \$3,825 and shares
of capital stock of C & C Corporation), including, without limita-
tion, all lands, factories, plants, buildings (together with appur-
tenances, licenses and permits), machinery, tools and equipment,
automobiles and trucks, furniture and fixtures, inventories,
supplies, accounts and notes receivable, unfilled orders, securi-
ties, insurance policies, patents and patent applications, in ven-
tions, discoveries and improvements, patent licenses and assign-
rights, processes and formulae, trademarks, trade names, labels
and other trade rights, copyrights, such contracts and leases as



Purchaser desires to have assigned to it and which it wishes to assume, and all of the Seller's good will and the right to its corporate name and all other names used by the Seller in connection with its business or products. Such assets include those owned by the Seller on May 3, 1963 reflected in the Seller's May 3, 1963 Balance Sheet referred to in Section 2.5(a) hereof (except cash other than petty cash funds in the amount of \$3,825 and shares of capital stock of C & C Corporation).

1.2 CONSIDERATION FOR SUCH TRANSFER. Subject to the terms and conditions hereof, and in full consideration for the transfer, conveyance, assignment and delivery referred to in Section 1.1 hereof, Purchaser shall pay a total purchase price of \$1,932,500 by delivering to the Seller the following:

(a) Cash to be Paid. A certified check or checks payable to the Seller in the amount of \$1,890,209.66.

(b) Undertaking re Certain of Seller's Liabilities. An undertaking or undertakings whereby Purchaser assumes and agrees to pay, perform and discharge the following, and only the following, liabilities and obligations of the Seller:

(1) Liabilities of the Seller as listed in Schedule J hereof in an aggregate amount of \$42,290.34; and

(ii) Obligations of the Seller in respect of (1) such of the leases, contracts and other commitments of the Seller set forth on Schedules P and Q referred to in Section 2.15 which Purchaser has notified the Seller in writing that it desires to assume, (2) such other leases, contracts and commitments as may have been approved in writing by Purchaser which Purchaser desires to assume, (3) sales orders placed with the Seller in the ordinary course of business and (4) purchase orders placed by the Seller in the ordinary course of business which do not involve an aggregate payment by the Seller of more than \$140,202.46.

1.3 INSTRUMENTS OF CONVEYANCE AND TRANSFER, ETC.

The Seller hereby delivers to Purchaser:

(a) Deeds, Bills of Sale, Assignments, etc. Such full covenant and warranty deeds, bills of sale with covenants of warranty, endorsements, assignments and other good and sufficient instruments of transfer, conveyance and assignment, in form satisfactory to Purchaser, as shall be effective to vest in Purchaser good and marketable title, free and clear of all liens and encumbrances except as provided in Section 2.14, to the assets and business transferred, conveyed, assigned and delivered hereunder; and

(b) Contracts, Records, etc. All of the Seller's contracts and commitments which are assumed by Purchaser hereunder, with assignments thereof, books (except minute and stock books), records and other data relating to its assets, business and operations, including, without limitation, all its notebooks and other records relating to inventions, discoveries and improvements, whether patentable or not;

and simultaneously with such delivery, the Seller shall take all such steps as may be requisite to put Purchaser in actual possession and operating control of such assets and business. The Seller shall be permitted access to the books and records delivered by it at reasonable times for any reasonable business purpose.

1.4 FURTHER ASSURANCES. The Seller shall from time to time at Purchaser's request and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment and take such other action as Purchaser may require more effectively to transfer, convey, and assign to and vest in Purchaser, and to put Purchaser in possession of, any property transferred, conveyed, assigned and delivered hereunder. In the case of contracts and rights of the character referred to in paragraph (c) of Section 2.15, if any, which cannot be transferred effectively without the consent of third parties which is unobtainable, the Seller will use its best efforts to assure to Purchaser the benefits thereof.

1.5 INTERIM OPERATION. The parties agree that the Seller has operated its business from the beginning of business on May 4, 1963, until the date hereof for the account of Purchaser, and that all expenditures made or liabilities incurred or accrued during such period in the ordinary course of business, except depreciation and amortization, including, but not limited to, the following items: (a) wages and salaries of employees; (b) payroll taxes and employee benefit costs; (c) power and light; (d) plant maintenance and repairs; (e) raw material and services; (f) sales and use taxes (other than sales and use taxes, if any, on the sale of assets by the Seller to Purchaser hereunder); (g) insurance premiums; and (h) expenditures for capital assets, have been for the account of Purchaser. The parties agree further that all trade accounts and notes receivable created subsequent to May 3, 1963 were created for the account of Purchaser, and that all collections made by the Seller of such accounts and notes receivable, and collections relating to the accounts and notes receivable and other assets sold to Purchaser hereunder, were made for the account of the Purchaser. All the foregoing has been determined in accordance with generally accepted accounting practice. To reflect the foregoing, Purchaser has paid to the Seller on the date hereof an amount of \$217,170.35 , reflecting the expenditures made and other items paid or payable for the account of Purchaser as reflected in Schedule K attached hereto and the Seller has paid to Purchaser an amount of \$313,806.37 , reflecting collections made for the account of Purchaser as reflected in Schedule L attached hereto.

2. SELLER'S REPRESENTATIONS AND WARRANTIES. The Seller hereby represents and warrants as follows:

2.1 ~~GENERAL DESCRIPTION OF SELLER~~ ~~DESCRIPTION~~. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, has corporate power to carry on its business as it is now being conducted, and is duly qualified to do business and is in good standing in the states of New York, Pennsylvania, Ohio and Illinois. Copies of the Seller's Certificate of Incorporation and all amendments thereto (except the Certificate of Amendment changing Seller's name to F&H Liquidating Corporation) effected prior to the date hereof (certified by the Secretary of State of New Jersey under date of May 14, 1963) and of the Seller's By-Laws as amended to the date hereof (certified by the Seller's Secretary as of the date hereof), have been delivered to Purchaser and are complete and correct as at the date hereof.

2.2 CAPITALIZATION. The Seller's authorized capital stock consists of 500,000 shares of common stock, par value \$1 per share, of which 165,000 shares are validly issued and outstanding, fully paid and non-assessable on the date hereof.

2.3 SUBSIDIARIES. The Seller has no subsidiaries except C & C Corporation.

2.4 BOARD OF DIRECTORS' AND STOCKHOLDERS' AUTHORITY RELATIVE TO THIS AGREEMENT. The execution, delivery and performance of this Agreement by the Seller, and the transfer, conveyance, assignment and delivery contemplated thereby, including the change of Seller's name as of the date hereof to one which does not include the words "Railway & Lumber", have been duly authorized by the Seller's Board of Directors and stockholders, and the Seller has delivered to Purchaser true and complete copies of the minutes of the meetings of its Board of Directors and stockholders at which such authority was granted, certified by its Secretary.

2.5 FINANCIAL STATEMENTS. The Seller has delivered to Purchaser copies of the following financial statements, all of which are true and complete to the best of its knowledge, information and belief and have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods indicated:

(a) Balance Sheet. Balance Sheets of the Seller as of December 31, 1962 (certified by Haskins & Sells, certified public accountants), and of May 3, 1963, each of which is true and correct and which present a true and complete statement as of its date of the financial condition and assets and liabilities of the Seller; and

(b) Statements of Profit and Loss and Surplus Accounts. Statements of the profit and loss and surplus accounts of the Seller for each of the five calendar years 1958 through 1962 (certified by Haskins & Sells) and for the period from January 1, 1963 to May 3, 1963 each of which is true and correct and which fully and accurately presents the results of operations of the Seller for the period indicated.

2.6 ABSENCE OF UNDISCLOSED LIABILITIES. Except as and to the extent reflected or reserved against in the Seller's May 3, 1963 Balance Sheet, the Seller as of the date thereof had no liabilities or obligations secured or unsecured (whether accrued, absolute, contingent or otherwise) of a nature customarily reflected in a corporate balance sheet prepared in accordance with generally accepted accounting principles, including, without limitation, any tax liabilities due or to become due and whether incurred in respect of or measured by the Seller's income for any period prior to the close of business on May 3, 1963, or arising out of transactions entered into, or any state of facts existing, prior thereto, nor has the Seller any accrued, absolute, contingent or other liability with respect to any contract renegotiations as at May 3, 1963.

2.7 ABSENCE OF CERTAIN CHANGES OR EVENTS. Since May 3, 1963, there has not been:

(a) Labor relations, Financial Conditions and Assets. Other than changes in the ordinary course of business, any significant labor troubles or any change in the Seller's financial condition, assets, liabilities, properties or business, including any damage or destruction of property by fire or other casualty, whether or not covered by insurance, which has been materially adverse. For the purposes of this Section changes in results of operations due to lower levels of business activity shall not constitute an adverse change in financial condition or business;

(b) Capital Stock, Options, Dividends, etc. Any change in the Seller's authorized or issued capital stock, the granting of any stock options, any purchase or other acquisition of any shares of the Seller's capital stock, or any declaration, setting aside or payment of any dividend or making of any other distribution or payment in respect of the Seller's capital stock;

(c) Pledge of Assets; Incurring of Indebtedness. Any mortgage or pledge of any of the Seller's properties or assets or any indebtedness incurred maturing more than one year from the date the indebtedness was incurred; and

(d) Employee Benefit Plans and Certain Salaries. Any bonus, stock option, profit sharing, pension, retirement or other similar arrangement or plan instituted or agreed to by the Seller, or any change in the Seller's Profit Sharing Pension Trust Plan or in the Pension Agreement with Local Union No. 5341 of the United Steelworkers, AFL-CIO as in effect on May 3, 1963, or any increase in the compensation payable or to become payable by the Seller to any of its officers, employees or agents whose total compensation for services rendered to the Seller is currently at an annual rate of more than \$10,000, or any bonus, percentage of compensation, or other like benefit accrued to, or for the credit of, any of the officers, employees or agents of the Seller other than under the said Plan and Agreement.

2.8 TAX MATTERS. The provision made for taxes on the Seller's May 3, 1963 Balance Sheet is sufficient, in the opinion of the Seller, for the payment of all accrued and unpaid federal, state, county and local taxes of the Seller, whether or not disputed, for the accounting period ended on that date and for all periods prior thereto. The Seller's federal income tax returns have been audited by the Federal Internal Revenue Service for all years to and including the calendar year 1959. The results of such audit are properly reflected in the financial statements referred to in Section

2.5 hereof, all deficiencies disclosed as a result of such audits having been paid and settled.

2.9 ACCOUNTS AND NOTES RECEIVABLE. The Accounts Receivable of the Seller shown on the Seller's May 3, 1963 Balance Sheet, or thereafter acquired, or any Notes Receivable acquired by it, prior to the date hereof, have been collected, or are collectible when due in an aggregate amount of not less than 90% of the book amounts thereof.

2.10 INVENTORIES. The inventories of the Seller shown on the Seller's May 3, 1963 Balance Sheet or thereafter acquired by it prior to the date hereof, consist of items of a quality and quantity usable or salable in the normal course of the Seller's business; the value of all items of obsolete materials and of materials of below-standard quality has been written down to realizable market value or adequate reserves provided therefor; and the values at which such inventories are carried reflect the normal inventory valuation policy of the Seller of stating the inventory at cost, not in excess of market.

2.11 PLANTS AND EQUIPMENT. All of the Seller's plants and all machinery and equipment therein are in normal operating condition, free from any known defects except such minor defects as do not substantially interfere with the present use thereof in the conduct of normal operations; all of the other buildings used by the Seller and any equipment therein are in normal operating condition and repair.

2.12 BOOKS OF ACCOUNTS, RETURNS AND REPORTS. To the best of the Seller's knowledge, information and belief:

(a) Its books of account reflect all of its items of income and expenses, and all of its assets, liabilities and accruals; and

(b) The Seller has filed all reports and returns required by any law or regulation to be filed, and has duly paid, or accrued on its books of account, all taxes, duties and charges due pursuant to such reports and returns, or assessed against it and the assessment of any material amount of additional taxes in excess of that reported and paid is not reasonably expected.

2.13 MINUTE BOOKS. The Seller's minute books contain complete and accurate records of all meetings and other corporate actions of the stockholders and directors of the Seller.

2.14 TITLE TO PROPERTIES; ABSENCE OF LIENS AND ENCUMBRANCES, ETC. The Seller has good and marketable title to all of its properties and assets, real and personal, free and clear of all liens and encumbrances, except for such as appear of record and for such imperfections of title and encumbrances, if any, as are not substantial in character, amount or extent, and do not materially detract from the value or interfere with the present use of the properties subject thereto or affected thereby, or otherwise materially impair business operations. The Seller has not received notice of violation of any applicable zoning regulation, ordinance or other law, order, regulation or requirement relating to its operations and, so far as known to the Seller, there is no such violation and all plants and other buildings used by the Seller conform with all applicable ordinances, codes and regulations.

2.15 LISTS OF PROPERTIES, CONTRACTS AND PERSONNEL DATA. The Seller has delivered to Purchaser, or is delivering coincidentally with the execution hereof, accurate lists and summary descriptions, certified correct by authorized officers of the Seller, of the following:

(a) Real Property. All real property owned or record or ~~beneficially~~ or leased by the Seller, and a brief description of all buildings and structures located thereon ("Schedule A"), accompanied by the original or certified copies of the deeds, title insurance policies and other title documents relating to such real property as is owned, as well as all leases relating to real property leased by the Seller; and the Seller is not in default under any lease and all such leases are assignable to Purchaser or proper consents to the assignment thereof to Purchaser have been obtained;

(b) Inventories. Inventories of materials, merchandise, machinery, equipment, furniture and fixtures, as recorded in the books of account and records of the Seller as of May 3, 1963 ("Schedule B");

(c) Patents, Trademarks, etc. All patents, patent applications, trademarks, trademark registrations and applications therefor, trade names, copyrights, copyright registrations and applications therefor, patent licenses, contracts with employees or others relating in whole or in part to disclosure, assignment or patenting of any inventions, discoveries, improvements, processes, formulae or other know-how, and all other agreements relating in whole or in part to any item in any of the categories referred to in Section 1 hereof, presently owned, in whole or in part, by the Seller ("Schedule C") accompanied by the originals or certified copies thereof, all of which patents, trademarks and copyrights, to the best of the Seller's knowledge and belief, are valid and in good standing and all of which licenses, contracts and other agreements are valid and enforceable in accordance with their terms and all are assignable, or, other than as contemplated by Section 1.4 hereof, proper consents to the assignment thereof have been obtained; and all patent licenses granted by the Seller to others and in force accompanied by the originals or certified copies thereof;

(d) Automobiles and Trucks. All automobiles and trucks owned or leased by the Seller ("Schedule D");

(e) Insurance Policies. All policies of insurance with respect to the Seller and covering its properties, buildings, machinery, equipment, furniture, fixtures and operations, all of which are in force ("Schedule E"), accompanied by the originals or certified copies thereof;

(f) Certain Leases and Contracts. Each presently existing lease, other than the leases referred to in clause (a) of this Section 2.15, contract or other commitment of the Seller, other than labor contracts ("Schedule F"), accompanied by the originals or certified copies thereof; and, except as indicated on such list, the Seller is not in default under any such lease, contract or other commitment, and all are assignable, or, other than as contemplated by Section 1.4 hereof, proper consents to the assignment thereof have been obtained;

(g) Labor Contracts. Each presently existing labor contract ("Schedule G"), accompanied by the originals or

certified copies thereof; and the Seller is not in default under any such contract and all are assignable to Purchaser or proper consents to the assignment thereof to Purchaser have been obtained, so that Purchaser can continue the operations theretofore conducted by the Seller without interruption and under the same terms and conditions as are provided in such contracts;

(h) Certain Salaried Employees. The names and current annual salary rates of all the Seller's present directors, officers and employees whose current annual salary rate is \$10,000 or more, together with a summary of the bonuses, additional compensation and other like benefits, if any, paid or payable to such persons for the calendar year 1962 ("Schedule H");

(i) The Seller's Profit Sharing Pension Trust Plan Trustees Agreement and the Pension Agreement with Local Union No. 5341 of the United Steelworkers, AFL-CIO as in effect on the date hereof, accompanied by a copy thereof, and together with such schedules of employee credits and trust assets as the Purchaser shall request ("Schedule O");

(j) Loan and Credit Agreements, etc. All mortgages, deeds of trust, loan or credit agreements and similar instruments to which the Seller is a party, and all amendments or modifications of any thereof ("Schedule I"), accompanied by originals or certified copies thereof; and

(k) Accounts and Notes Receivable. A complete list of all accounts and notes receivable, as recorded in the books of account and records of the Seller as of May 3, 1963 ("Schedule N").

2.16 PENSION ARRANGEMENTS. The Seller has no pension arrangements of any kind for any of its employees, salaried or non-salaried, other than as provided in its Profit Sharing Pension Trust Plan, the Pension Agreement with Local Union No. 5341 of the United Steelworkers, AFL-CIO, and pension arrangements for a disabled employee, Russell Wheeler.

2.17 LITIGATION. Except for suits, if any, of a character incident to the normal conduct of the Seller's business and for which insurance is carried and the action known as John J. Vicelich v. Refractory and Insulation Corporation instituted in the U.S. District Court for the Southern District of New York, there is no material litigation, proceeding or governmental investigation pending, or threatened, against or

relating to the Seller, or its properties or business, or the transaction contemplated by this Agreement, nor is there any basis for any such actions or for any claims, including, without limitation, any basis for actions or claims alleging or claiming violation of the antitrust laws, the infringement of patents, copyrights, trademarks or trade names or the pollution of air or water and the Seller is not a party to or subject to the provisions of any order, decree or judgment of any court having jurisdiction or of any governmental agency.

2.18 NO BROKERS. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the Seller directly with Purchaser, without the intervention of any person as the result of any act of the Seller in such manner as to give rise to any valid claim against either of the parties hereto for a brokerage commission, finders' fee or other like payment. Seller hereby indemnifies the Purchaser against any claim for such commission, fee or payment.

2.19 DISCLOSURE. No representation or warranty by the Seller, nor any statement or certificate furnished or to be furnished to Purchaser pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain, any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

3. PURCHASER'S REPRESENTATIONS AND WARRANTIES. Purchaser hereby represents and warrants as follows:

3.1 ORGANIZATION AND GOOD STANDING. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 AUTHORITY RELATIVE TO THIS AGREEMENT. The execution, delivery and performance of this Agreement by Purchaser has been duly and effectively authorized by all requisite corporate action and the entering into of this Agreement and the consummation of the transaction contemplated thereby does not violate the provisions of Purchaser's Certificate of Incorporation or By-Laws, the provisions of any note of which Purchaser is the maker, or of any indenture, agreement or other instrument to which Purchaser is a party.

4. CONDUCT OF SELLER'S BUSINESS PENDING THE CLOSING. Since May 3, 1963, except as otherwise consented to by Purchaser in writing, the Seller represents:

4.1 BUSINESS IN ORDINARY COURSE. The Seller's business has been conducted only in the ordinary course, which included the maintenance of the insurance policies listed on Schedule E, but which did not include the making of any commitment except as contemplated by Paragraph (b) of Section 1.2.

4.2 CERTIFICATE OF INCORPORATION AND BY-LAWS. No change has been made in the Seller's Certificate of Incorporation or By-Laws, except for the Certificate of Amendment changing Seller's name to F&H Liquidating Corporation.

4.3 CAPITAL STOCK, OPTIONS, DIVIDENDS, ETC. No capital stock of the Seller has been issued or sold, no stock options have been granted by the Seller, no shares of the capital stock of the Seller were purchased or otherwise acquired for a consideration, and no dividend or other distribution or payment has been declared, paid, set aside or made in respect of the Seller's capital stock.

4.4 BORROWING; PLEDGING OF ASSETS. No borrowing or any mortgage or pledge of any of the Seller's properties or assets

has been made.

4.5 EMPLOYEE BENEFIT PLANS AND CERTAIN SALARIES.

No bonus, stock option, profit sharing, pension, retirement or other similar arrangement or plan has been instituted or agreed to by the Seller, no change in the Seller's Profit Sharing Pension Trust Plan or in the Pension Agreement with Local Union No. 5341 of the United Steelworkers, AFL-CIO as in effect on May 3, 1963 and no increase in the compensation payable or to become payable by the Seller to any of its officers, employees or agents whose total compensation for services rendered to the Seller is currently, or whose compensation after any increase will be, at an annual rate of more than \$10,000, has been made, and no bonus, percentage of compensation, or other like benefit has been accrued to or for the credit of, any of the officers, employees or agents of the Seller.

4.6 PRESERVATION OF BUSINESS ORGANIZATION AND GOOD

WILL. The Seller has used its best efforts to preserve its business organization intact, to keep available to Purchaser the services of the Seller's present officers and employees; and to preserve for Purchaser the good will of the Seller's suppliers, customers and others having business relations with it.

4.7 COMPLIANCE WITH LAW, ETC. The Seller has duly

complied with all laws applicable to it and to the conduct of its business.

5. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

All obligations of Purchaser under this Agreement are subject to the fulfillment, as at the date hereof of each of the following conditions:

5.1 OPINION OF SELLER'S COUNSEL. Purchaser shall have been furnished with an opinion, dated as at the date hereof, of counsel for the Seller, Messrs. Carpenter, Bennett & Morrissey, to the effect that:

(a) Seller's Organization and Good Standing. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, has corporate power to carry on its business as it is then being conducted and is duly qualified to do business and is in good standing in the states of New York, Pennsylvania, Ohio and Illinois;

(b) Seller's Capitalization; Validity of Common Stock. The Seller's authorized capital stock consists of 500,000 shares of common stock, \$1 par value; and the number of shares of common stock outstanding as at the date hereof is as stated in said opinion and such shares are validly issued and outstanding, fully paid and non-assessable;

(c) Seller's Corporate Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by the Seller have been duly authorized and approved by all requisite action of the Seller's Board of Directors and stockholders, and this Agreement has been duly executed and delivered by the Seller and constitutes the valid and binding obligation of the Seller in accordance with its terms;

(d) Compliance by Seller with all Other Requirements; Power to Transfer Assets. All other actions and proceedings required by law or this Agreement to be taken by the Seller, at or prior to the date hereof, in connection with this Agreement and the transactions provided for herein, have been duly and validly taken, and the Seller has complete and unrestricted power to transfer, convey, assign and deliver to Purchaser all of the properties, assets and business to be transferred hereunder;

(e) Litigation. They do not know of any litigation (except as specified in Section 2.17 hereof), appraisal or other proceeding or governmental investigation pending or threatened against or relating to the Seller, its properties or business, or the transactions contemplated by this Agreement, or of any legal impediment to the continued operation of the Seller's properties and business in ordinary course, nor do they know of any basis for any such actions or for any claims;

(f) Encumbrances on Personal Property. They do not know of any mortgages, liens, pledges or other encumbrances in any material aggregate amount upon any of the tangible or intangible personal property of the Seller; and

(g) Transfer of Assets not in Contravention of Law. The transfers, conveyances, assignments and deliveries hereunder are not in contravention of any applicable state or local law or any agreement or other instrument.

(h) Validity of Instruments of Transfer. The instruments of conveyance and transfer executed and delivered by the Seller on the date hereof are valid in accordance with their terms to effectively vest in Purchaser, (i) good and marketable title to the real property reflected in the Seller's May 3, 1963 Balance Sheet, and any real property acquired since that date, free and clear of all liens and encumbrances as stated in Section 2.14 hereof, and (ii) all right, title and interest of the Seller in and to its other assets and its business and good will, as contemplated by this Agreement.

5.2 TITLE INSURANCE. Purchaser, upon due application therefor, shall have received policies of title insurance (or commitments for such policies) in form satisfactory to its counsel, Messrs. Shearman & Sterling, insuring, in amounts deemed adequate by Purchaser, fee simple interests in the real properties referred to in paragraph (h) of Section 5.1 hereof, any exceptions or defects specified in such policies or commitments (and any exceptions, defects or violations relating to such properties or to the operations of the Seller, otherwise reported to such counsel) to be subject (if not of the nature specified in Section 2.14 hereof) to the approval of such counsel.

5.3 OPINION OF PURCHASER'S COUNSEL. Purchaser shall have received an opinion, dated as at the date hereof, of its counsel, Messrs. Shearman & Sterling:

(a) Seller's Corporate Authority Relative to this Agreement. To the effect set forth in paragraph (c) of Section 5.1 hereof;

(b) Form of Instruments of Transfer. To the effect that the form of the instruments of conveyance and transfer referred to in Section 1.3 (a) is satisfactory to them.

5.4 APPROVAL OF LEGAL MATTERS BY SHEARMAN & STERLING. All legal matters in connection with this Agreement and the closing hereunder shall be approved by Messrs. Shearman & Sterling, and there shall have been furnished to such counsel by the Seller

such corporate and other records and information as they may reasonably have requested for such purposes.

5.5 OBJECTION BY SELLER'S STOCKHOLDERS: LITIGATION AFFECTING CLOSING. At the date hereof there shall not have been objections by stockholders of the Seller holding in the aggregate more than 16,500 shares to the transfer of the Seller's assets as contemplated by this Agreement and no suit, action, or other proceeding shall be pending or threatened before any court or other governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

5.6 MATERIAL ADVERSE CHANGE SINCE MAY 3, 1963. During the period from May 3, 1963 to the date hereof there shall not have been any material adverse change in the properties, or any material adverse change in the financial condition of the Seller (determined in conformity with accounting principles applied on a basis consistent with that employed in the preparation of the Seller's financial statements at May 3, 1963); and at the date hereof there shall be delivered to Purchaser a certificate, dated this date, signed by the President of the Seller and stated to be the best knowledge of the signor thereof, to the foregoing effect and to the further effect that the aggregate amount of contingent liabilities of the Seller (including, without limitation, law suits, federal taxes, claims and guarantees), is not believed by the signor of the certificate, on the basis of both his own knowledge and the advice of legal counsel to Seller, to be materially important in relation to the business and assets of the Seller taken as a whole. For the purposes of this Section and any certificates delivered pursuant hereto,

changes in results of operations due to lower levels of business activity during any period shall not constitute an adverse change in financial condition.

5.7 EMPLOYMENT AGREEMENTS. The officers and employees of the Seller designated in Schedule M shall have executed and delivered to Purchaser employment agreements with Purchaser in form satisfactory to Purchaser.

5.8 ESCROW AGREEMENT. As security for the performance by the Seller of its covenants, warranties, agreements and indemnifications contained in this Agreement, the Seller shall have executed an Escrow Agreement with an Escrow Agent, satisfactory to Purchaser, in substantially the form set forth in Exhibit A, annexed hereto and made a part hereof, under which Escrow Agreement \$165,000 is to be deposited on the date hereof.

5.9 APPROVAL BY PURCHASER'S BOARD OF DIRECTORS. This Agreement shall have been approved by Purchaser's Board of Directors.

6. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE SELLER HEREUNDER. All obligations of the Seller under this Agreement are subject to the fulfillment, as at the date hereof, of each of the following conditions:

6.1 MISREPRESENTATIONS. The Seller shall not have discovered any material error, misstatement or omission in the representations and warranties made by Purchaser in Section 3 hereof.

6.2 OPINION OF PURCHASER'S COUNSEL. Purchaser shall have delivered to the Seller an opinion, dated as of the date hereof, of Purchaser's counsel, Messrs. Shearman & Sterling, to the effect that:

(a) Organization and Good Standing of Purchaser. Purchaser is a corporation duly organized and existing and in good standing under the laws of the State of Delaware;

(b) Purchaser's Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized, this Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding obligation of Purchaser in accordance with its terms, and the entering into of this Agreement and the consummation of the transactions contemplated thereby does not violate any of the provisions of Purchaser's Certificate of Incorporation or By-Laws, any of the provisions of any note of which Purchaser is the maker or any of the provisions of any indenture, agreement or other instrument to which Purchaser is a party;

(c) Effectiveness of Undertaking re Assumption of Seller's Liabilities. Any undertaking entered into as provided for in Section 1.2(b) hereof has been duly executed and delivered and is binding and effective in accordance with its terms.

6.3 APPROVAL BY SELLER'S STOCKHOLDERS. The transfer of all of the properties and assets of the Seller to Purchaser, in accordance with the provisions of this Agreement, shall have been authorized and approved by the holders of not less than 66-2/3% of the outstanding stock of the Seller entitled to vote thereon.

6.4 UNDERTAKING BY PURCHASER RE SELLER'S PROFIT SHARING PENSION TRUST. Purchaser shall have undertaken to continue in effect the Seller's Profit Sharing Pension Trust Plan, as amended to the satisfaction of Purchaser, subject to obtaining consents from all participants in the Plan to the deletion of Section 3 of Article III from the Plan and to obtaining approval of the Internal Revenue Service to such modification and Purchaser shall have agreed to use its best efforts to obtain such approval; or Purchaser shall have taken the necessary action to permit employees of the Seller who enter the employ of Purchaser and who qualify to participate in the Retirement Plan For Salaried Employees of Combustion Engineering, Inc.

7. INDEMNIFICATIONS. The Seller will indemnify and hold harmless Purchaser against and in respect of:

7.1 Any and all liabilities of the Seller of any nature, whether accrued, absolute, contingent or otherwise, or claims against the Seller which may be asserted against Purchaser, which are not assumed by Purchaser pursuant to Section 1.2(b);

7.2 Any and all damage or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of the Seller under this Agreement and from any misrepresentation in or occasioned by any certificate or other instrument furnished or to be furnished by the Seller under this Agreement; and

7.3 Any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses incidental to any of the foregoing.

8. NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES. The Seller and Purchaser agree that neither party has made any representation, warranty or covenant not set forth herein and this Agreement constitutes the entire agreement between the parties, and the representations, warranties and indemnifications of the Seller provided for herein shall not be discharged or dissolved upon, but shall survive, for a period of three years, the taking of delivery of the Seller's business and assets by Purchaser and shall be unaffected by any investigation made by Purchaser.

9. BULK SALES LAWS. Purchaser hereby waives compliance by the Seller with the provisions of the Bulk Sales Law of any state.

10. The Seller agrees that for a period of five years from the date hereof, it will not engage in the manufacture, sale or distribution of industrial insulations or refractory products.

11. BEST EFFORTS TO OBTAIN SATISFACTION OF CONDITIONS. The Seller agrees to use its best efforts to obtain the satisfaction of the conditions specified in Section 5 hereof, and Purchaser agrees to use its best efforts to obtain the satisfaction of the conditions specified in Section 6 hereof.

12. WAIVER. Each party may, at its option, waive in writing any and all of the conditions herein contained, to which its obligations hereunder are subject.

13. AMENDMENTS. Purchaser and the Seller, by mutual consent of their respective Boards of Directors, or officers authorized by such Boards, may amend or modify this Agreement, in such manner as may be agreed upon, by a written instrument executed by the Seller and Purchaser; provided, however, that no such amendment or modification shall change the amount of cash to be paid by Purchaser, and provided further that no such amendment or modification shall change this Agreement in any manner which would materially adversely affect the rights of the stockholders of the Seller.

14. SECTION AND PARAGRAPH HEADINGS. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15. NOTICES, ETC. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed first-class postage prepaid:

(a) To the Seller. If to the Seller, to Carpenter, Bennett & Morrissey, 744 Broad Street, Newark 2, New Jersey.

(b) To Purchaser. If to Purchaser, to James E. Kelly, Secretary, Combustion Engineering, Inc., 200 Madison Avenue, New York 16, New York.

STATE OF NEW JERSEY)
COUNTY OF Essex) ss.

On the 5th day of June, 1963, before me personally came
H. N. Clark, to me known, who, being by me duly sworn,
deposes and says: That he resides in *L.D. 2, Box 334,*
Pottstown, Pa.; that he is President of F&H LIQUI-
DATING CORPORATION, one of the corporations described in and which
executed the foregoing instrument; that he knows the seal of said
corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of
Directors of said corporation, and that he signed his name
thereto by like order.

Sophie E. Horn

NOTARIAL PUBLIC
My Comm. Ex. 123456789
My Comm. Exp. 12/31/64

STATE OF NEW JERSEY)
COUNTY OF Essex) ss.

On the 5th day of June, 1963, before me personally came
T. A. Ennis, to me known, who, being by me duly sworn,
deposes and says: That he resides in *1400 1/2 N. 1st*
; that he is President of REFRACTORY
& INSULATION CORPORATION, one of the corporations described in and
which executed the foregoing instrument; that he knows the seal of
said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of
Directors of said corporation, and that he signed his name thereto
by like order.

Sophie E. Horn

16. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. PARTIES IN INTEREST. This Agreement shall inure to the benefit of and be binding upon the parties named herein as the Seller and Purchaser and their respective successors and assigns, provided that any assignment of this Agreement or the rights hereunder by either party hereto without the written consent of the other party shall be void; nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement on the date first above written.

F&H LIQUIDATING CORPORATION

ATTEST:

Robert G. Cline
Secretary

By *W. H. Clark*
President

REFRACTORY & INSULATION CORPORATION

ATTEST:

James B. Kelly
Secretary

By *W. H. Quinn*
President

STATE OF NEW JERSEY)

COUNTY OF Essex) ss.

On the 5th day of June, 1963, before me personally came
H. N. Clark, to me known, who, being by me duly sworn,
deposes and says: That he resides in *L.D. 2, Box 334,*
Pottstown, Pa.; that he is President of P&H LIQUI-
DATING CORPORATION, one of the corporations described in and which
executed the foregoing instrument; that he knows the seal of said
corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of
Directors of said corporation, and that he signed his name
thereto by like order.

Sophie E. Horn

SOPHIE E. HORN
Notary Public for New Jersey
My Commission Expires June 22, 1967

STATE OF NEW JERSEY)

COUNTY OF Essex) ss.

On the 5th day of June, 1963, before me personally came
T A Kniss, to me known, who, being by me duly sworn,
deposes and says: That he resides in *New York, N.Y.*
; that he is President of REFRACTORY
& INSULATION CORPORATION, one of the corporations described in and
which executed the foregoing instrument; that he knows the seal of
said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of
Directors of said corporation, and that he signed his name thereto
by like order.

Sophie E. Horn

SOPHIE E. HORN
Notary Public for New Jersey
My Commission Expires June 22, 1967

September 25th, 1950

To: - Brown Pacific Mazon.
 Per: Mr. E. W. Piper, Construction Superintendent
 Pitti Power Plant.

From: - Field Office
 Combustion Engineering - Superheater, Inc.
 P.O. #16596 - Requisition BPM-SFX-25,003, Contract 25048-YSE
 Sir.

Please be advised that the following list of materials are those that are left over after the setting of both units is complete.

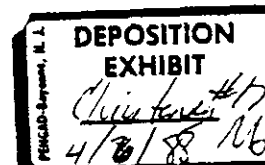
#1 Firebrick	296	Drum Protection Tile	
#2 " "	1763	Tile 1258	10 Pcs.
<u>BRICK</u> #1 Arch Firebrick	53	" 1259	1 "
#2 " "	6	" 1949	3 "
Insulating Brick	213	" 2066	1 "
Red brick	834	" 2319	7 "
<u>-1 Split Firebrick</u>	<u>750</u>	" 1490	5 "
		" 2667	3 "
		" 2135	1 "
Fire Clay	104 - 100 lb. bags	" 1414	1 "
High Temp. Cement	9 - 712 lb. drums	" 2065	1 "
Moldit "B"	1 - 600 lb. drum	" 1260	4 "
Hydrocon #115	450 lb. in bags	" 1180	4 "
Stic-Tite	12 - 50 lb bags		
C.L.C. Special	7 - 50 lb. bags	Insulation Blocks.	
Mix "B"	5 - 40 lb bags	36x6x3	119 Pcs.
<u>Pekinsul</u>	<u>14 - 35 lb bags</u>	18x12x3	13 "
		18x12x2	118 "
Tile B741-293 & 294	252 Pcs.		
" B677-527	39		
" B710-988	142		
" B703-104	140		
" B709-903	130		
" B709-072	29		
" B722-640	20		
" B722-641	9		
" B746-.01	4		
" B747-1.8	2		
" B750-706	5		

BAFFLE.

ALL ARE WITHIN
BREAKAGE ALLOWANCE.

The above materials are now in storage in Quonset Warehouse #3.

M. Buck Connell
 Combustion Engineering - Superheater, Inc.



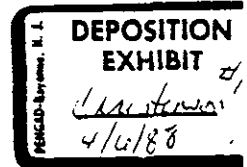
Mr. L. E. Sullivan

Brown Pacific Maxon.
Camp #1, Station #1
Super's Quarters.
Guam, Guam, Marianas Islands.
September 28th, 1950

John...
Ready to receive
Sketch

Mr. James McDonnell.
S&E Department.

U.S. Naval Base, Guam. M. I.
Contract 25048-YSET.



Dear Sir.

Enclosed please find a list of materials left over from the settings of both boilers. From this list you will observe that away too much fire clay and high temperature cements were ordered, out of a total of 275 100 lb. sacks of fire clay, I have 104 left -and 9 drums from a total of 26 of Hi-Temp. #3000, the same is true with other materials.

I was left short of Moldit "A" by about 3000 pounds, I thin the error was caused in the writing of the Setting Specifications because no mention of material for the superheater seals is mentioned in the specifications, however, on page 7 of 8 of the setting Specs the following is included "The following materials shall be furnish by C.E. - S. Inc, and shall be installed by others for two (2) complete settings"

Item 7. All castable or troweled refractory
" 17. #26 gage superheater seal plates

The mere mention of Item #7 leads me to believe that we were supposed to supply the Moldit for the superheater seals, as shown on Dwg. B-75+-218, Standard Arrangement Superheater Seal and as shown on the setting reference drawings on page 2 of 8 of the setting specifications. I had enough Moldit "A" left over from the baffles of both boilers to install the Moldit seal on #1 unit which is all completed, ready for firing. The customer has ordered 3000 pounds of Moldit "A" which will be delivered towards the middle of next month. I was also short of Moldit "A" for around the burner nose tile and between the relieving arches for same on #2 unit.

The work remaining to be completed consists of pouring the Moldit "A" plus installing the burner nose tile together with some soot blower piping all on #2 unit. This leads me to believe that I can leave here towards the beginning of November for your office.

The customer plans on placing the units under their trial run on February 15th, 1951. To meet this date, the units will have to be boiler out, an apexorizer applied to the drums, the internals installed, fans and air preheaters checked etc before the date of initial operation. The date of Feb. 15th leads me to believe that the boiling out of the units should begin towards the first of 1950

Mr. James McDonnell.

2.

September 28, 1950

Now, before I complete this letter, I would appreciate an answer to my letter of August 17th, regarding some one coming out here to place the units in service. As far as I can judge, this is 'nt a very hard job to do, Mr. "Bill" Maddox of Architect Engineers office will be on hand plus some one from Hagen Corporation to install and set the controls. As you know, I have been starting up and placing boilers in service since 1943, counting back, a total of slightly over 60 and all without the aid of a control man. I am mentioning these facts in case you may want me to complete the boiling out, the installation of the drum internals, etc before I leave here. Also, on August 28th, I requested information on the proper positioning of the I.D. fan cut off braces, so far I hav'nt received an answer.

About 30% of the plant piping has been completed, all major equipment is set and I feel sure that the customer will meet the date of Feb. 15th 1951 for running their acceptance tests. Due to the climate here, No. 1 unit is laid up wet and No. 2 unit has a fan and heater installed in the lower drum so as to keep oxidization to a minimum -all tube ends and drum steel has been wiped clean of oils and greases so that there should be a minimum of boiling out time required. I believe this covers my work or duties here to date. Thanking you.

Yours truly,

M. Buck Connell
M. Buck Connell.

*Mr. Poll: Above for your information and
check.*

*Lydon
Nylie*

PH L.T. 10112
71
Brown Pacific Maxon
Camp #1 Station #1
Superintendent's Qtrs.
Guam, Marianas Islands

12 July 1950

Mr. James McDonnell
S&E Department

U. S. Naval Base, Guam, M.I.
Piti Steam Power Plant
Contract No. 25048-Y

Dear Sir:

Order #497179 to Walsh Refractories Company cover among other things 794 hollow building tiles, 12"x12"x6". This was more than sufficient to complete both furnace floors, however, due to handling and hauling, several cases were delivered to Piti Steam Power Plant broken, leaving me short by a total of 63 tiles.

In order to keep the brick work on the 2nd unit going, I layed out the hollow tile as per the sketch on the back of this letter and filled in between the tile with sand and broken firebrick, plus a layer of cement on the top.

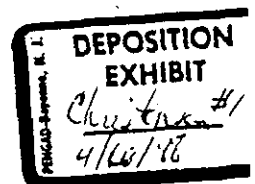
If you should decide that this is not satisfactory, please advise and I will have the Customer order out from the States replacement tiles for those broken in transit. Thanking you for an early reply.

Yours very truly,

M. Buck Connell
M. BUCK CONNELL

LBC:ja

cc: file



Mr. P. Willingham - Reply to
Customer Direct with Copy to
PH 10112

(f) All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by Seller directly with Purchaser, without the intervention of any person as the result of any act of Seller, in such manner as not to give rise to any valid claim against either of the parties hereto for a brokerage commission, finders' fee or other like payment. Seller hereby indemnifies the Purchaser against any claim for such commission, fee or payment.

(g) No representation or warranty by Seller, nor any statement or certificate furnished or to be furnished to Purchaser pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading. This paragraph shall not apply to title letters or title insurance issued by Chicago Title and Trust Company or any of its divisions.

(h) Seller has no knowledge of any fact or circumstances and has taken no action which adversely affects the condition, financial or otherwise, or reputation or good will of the Insulation Division of Seller.

7. Seller will indemnify and hold harmless Purchaser against and in respect of:

(a) Any and all claims and liabilities which may be asserted against Purchaser, whether accrued, absolute, contingent or otherwise, on account of the operation by Seller of the property and assets sold hereunder,

other than obligations expressly assumed by Purchaser pursuant to Section 3;

(b) Any and all damage or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of the Seller under this Agreement and from any misrepresentation in or occasioned by any certificate or other instrument furnished or to be furnished by the Seller under this Agreement; and

(c) Any and all claims asserted against Purchaser because of any violation or alleged violation of the Illinois Bulk Sales Law.

8. Seller agrees to deliver to Purchaser as soon as possible a survey of a licensed surveyor showing the real estate to be purchased together with all improvements thereon, which survey shall, with the exception hereafter noted, show no encroachments and that all improvements are located within the property lines and any applicable building lines. Seller has disclosed to Purchaser that the southerly corner portion of the so-called Test House encroaches on Illinois Avenue and this sale is made subject to said encroachment.

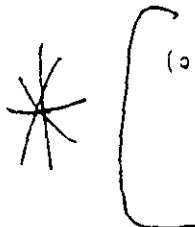
9. Seller and Purchaser agree that neither party has made any representation, warranty or covenant not set forth herein, and the representations, warranties and indemnifications of Seller provided for herein shall not be discharged or dissolved upon, but shall survive the taking of delivery of Seller's Insulation Division business and assets by Purchaser and shall be unaffected by any investigation made by Purchaser.

10. Each party may, at its option, waive in writing any and all of the conditions herein contained, to which its obligations hereunder are subject.
11. The parties hereto agree that the sale of the property described in Section 1 of this Agreement shall be through an escrow with Chicago Title and Trust Company in accordance with the provisions of the form of Deed and Money Escrow Agreement attached hereto.
12. The parties hereto agree that real estate taxes and all other proratable items shall be prorated as of the closing date. The proration credit allowed to the Purchaser for general real estate taxes for the year 1963 and 1964 to the closing date shall be adjusted upon receipt of the actual real estate tax bill for the year 1963. The real estate taxes shall be prorated on the basis of the amount of the 1962 taxes.
13. The sale contemplated by this Agreement shall be closed at 10 A.M. on April 3, 1964, which date shall be known for the purpose of this Agreement as the "Closing date".
14. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed first-class postage prepaid:

(a) To The Seller: If to the Seller, to Frank Pollen, President, M. H. Detrick Company, 111 W. Washington Street, Chicago 2, Illinois.

(b) To Purchaser: If to Purchaser, to James B. Kelly, Secretary, Refractory & Insulation Corporation, 200 Madison Avenue, New York 16, New York.

*Conductor
Garry's 2/11/64*



15. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. This Agreement shall inure to the benefit of and be binding upon the parties named herein as the Seller and Purchaser and their respective successors and assigns, provided that any assignment of this Agreement or the rights hereunder by either party hereto without the written consent of the other party shall be void; nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement in the State of Illinois on the date first above written.

ATTEST:

[Signature]
Secretary

M. H. DETRICK COMPANY

By *[Signature]*
President

ATTEST:

[Signature]
Secretary

REFRACTORY & INSULATION CORPORATION

By *[Signature]*

6/4/63

Acquisition of Assets and Business of
REFRACTORY & INSULATION CORPORATION

CLOSING MEMORANDUM

Action Prior to the Closing

On May 15, 1963, the Board of Directors of Refractory & Insulation Corporation, a New Jersey corporation ("R & I"): (a) authorized the sale, upon the terms and conditions of an agreement ("Agreement") to be entered into between R & I and Combustion Engineering, Inc. ("Combustion"), or a subsidiary designated by Combustion, of substantially all the assets of R & I to Combustion, or a subsidiary designated by Combustion, for a net purchase price of approximately \$1,650,000; (b) authorized the President and Secretary to execute and deliver the Agreement on behalf of R & I; (c) approved and adopted a Plan of Complete Liquidation and Dissolution; (d) authorized, effective on the date of the execution of the Agreement, the change of R & I's name to "F&H Liquidating Corporation"; and (e) called for a special meeting of the R & I stockholders to be held on May 29, 1963, at 10:30 o'clock in the forenoon at 744 Broad Street, Newark 2, New Jersey, for the purpose of approving the sale as provided in the Agreement, the Plan of Complete Liquidation and Dissolution and the change of R & I's name.

On May 17, 1963, R & I mailed to the holders of its common stock a notice of a special meeting of such stockholders



to be held May 29, 1963, together with a form of proxy and letter to stockholders relating to the proposed transaction.

On May 28, 1963, the Board of Directors of APRA Precipitator Corporation, a wholly owned subsidiary of Combustion organized under the laws of the State of Delaware ("R & I Delaware"): (a) authorized the purchase of substantially all the assets of R & I for approximately \$1,897,120 in cash and the assumption of certain liabilities and obligations of R & I; (b) authorized the Chairman or the President to execute and deliver the Agreement; and (c) authorized the change of the corporation's name to "Refractory & Insulation Corporation".

On May 29, 1963, at a special meeting of the holders of the common stock of R & I, the holders of more than two-thirds of the outstanding shares of common stock, among other things, authorized the sale of substantially all the corporation's assets to Combustion, or a subsidiary designated by Combustion, for a net purchase price of approximately \$1,650,000 and authorized the change of the corporation's name to "F&H Liquidating Corporation".

On June 5, 1963, R & I filed an amendment to its Certificate of Incorporation in the State of New Jersey changing its name to "F&H Liquidating Corporation" and filed an application for a similar change of name in the State of Pennsylvania. On the same date, R & I Delaware filed an amendment to its Certificate of Incorporation in Delaware changing its name to

"Refractory & Insulation Corporation" and applied for qualification to do business in the State of Pennsylvania.

The Closing

The Closing took place at the office of Messrs. Carpenter, Bennett & Morrissey, 744 Broad Street, Newark 2, New Jersey on June 5, 1963. All action at the Closing was deemed to be taken simultaneously and all deliveries were made in escrow until the Closing had been completed.

The following were present at the Closing:

R & I:

By H. N. Clark, President
H. C. Ruben, Treasurer
Frank T. Christenson, Secretary

R & I Delaware:

By William H. Draper, Jr.
Thomas A. Ennis, President
James B. Kelly, Secretary
Bernard J. Garry, Esq.

Carpenter, Bennett & Morrissey and Henry W. Clement,
Counsel for R & I:

By Henry W. Clement, Esq.
Thomas L. Morrissey, Esq.
Seth M. Dabney, Esq.

~~Shearman~~ & Sterling,
Counsel for R & I Delaware:

By Douglas B. Steimle, Esq.
John C. Craig, Esq.
John T. Hannigan, Esq.

Home Title Guaranty Company:

By Mr. Goldschlager

1. R & I and R & I Delaware executed and delivered the Agreement.

2. R & I delivered the following to R & I Delaware:

2.1 Deed relating to real estate owned by R & I, together with a check for \$147.40 for United States Revenue Stamp a check covering payment of municipal transfer taxes in the amount of 1% of the assessed value of the property (\$139,700) and an affidavit executed by the proper officer of R & I with regard to liens against the property covered by said deed.

2.2 Assignments of each of the leases of real property located in Chicago, Pittsburgh and New York.

2.3 Assignments of R & I patents, patent applications, trademarks and trademark applications, trade names and patent licenses, etc.

2.4 General Bill of Sale.

2.5 Certificate of good standing of R & I in New Jersey (listing all R & I charter documents on file), New York, Pennsylvania, Ohio and Illinois, together with evidence as of a recent date of R & I payment of franchise taxes in the States of New Jersey and Pennsylvania.

2.6 Telegrams confirming as of the close of business, June 4, 1963, the good standing of R & I in New Jersey and Pennsylvania.

2.7 Certificate of the Treasurer of R & I with respect to incumbency and genuine signatures of officers of R & I acting for it in connection with the Closing.

2.8 Copy of the By-laws of R & I certified by R & I's Secretary as of the date of the Closing.

2.9 Copy of the Certificate of Incorporation of R & I and all amendments thereto (except the Certificate of Amendment changing R & I's name to F&H Liquidating Corporation) effective prior to June 5, 1963, certified by the Secretary of State of New Jersey under date of May 14, 1963.

2.10 Resolutions adopted at May 15, 1963 meeting of Board of Directors of R & I, certified by Secretary of R & I.

2.11 Resolutions adopted at May 29, 1963 special meeting of stockholders of R & I, certified by Secretary of R & I.

2.12 Certificate of the President of R & I as described in Section 5.6 of the Agreement.

2.13 Receipted real estate tax bills for the years 1960, 1961 and 1962.

3. R & I Delaware delivered the following to R & I:

3.1 Check covering payment of Pennsylvania State Transfer Tax due with respect to the Deed referred to in

2.1 in an amount equal to 1% of the assessed value of the property (\$139,700) and an affidavit with respect to the payment of Transfer Taxes.

3.2 Certified checks payable to R & I in the aggregate amount of \$1,890,209.66 pursuant to Section 1.2(a) of the Agreement.

3.3 Instrument, dated June 5, 1963, whereby R & I Delaware, pursuant to Section 1.2 (b) of the Agreement, assumes the liabilities and obligations of R & I specified in such Instrument.

3.4 Certificate of Assistant Secretary of R & I Delaware with respect to incumbency and genuine signatures of officers of R & I Delaware acting for it in connection with the Closing.

3.5 Resolutions adopted by the Board of Directors of R & I Delaware on May 28, 1963, certified by the Secretary of R & I Delaware.

4. R & I and R & I Delaware executed an Escrow Agreement (previously executed by Montgomery County Bank and Trust Company, as Escrow Agent) dated the Closing date, under which R & I deposited \$165,000 as security for R & I's performance of the conditions contained in the Agreement.

5. Carpenter, Bennett & Morrissey delivered to R & I Delaware their opinion as described in Section 5.1 of the Agreement.

6. Shearman & Sterling delivered to R & I Delaware their opinion as described in Section 5.3 of the Agreement and to R & I their opinion as described in Section 6.2 of the Agreement.

7. The Home Title Guaranty Company delivered to R & I Delaware commitments for policies of title insurance in accordance with Section 5.2 of the Agreement.

LIST OF PATENTS, TRADE MARKS, ETC.

The following documents were delivered to Combustion Engineering, Inc.:

PATENTS

Heller
2,460,347, Feb. 1, 1949, The Protection of Furnaces from Slag

Philadelphia Electric Company has a shop-right under this patent.

Christenson
2,548,421, Apr. 10, 1951, Attachments for Ceramic Combustion Chambers

(No assignment is found; title appears to be in Christenson)

Clark
2,407,135, Sep. 3, 1946, Furnace Lining

Transferred to Babcock & Wilcox under the agreement dated January 1, 1953. A return license was granted to R. & I. A share of royalties may be due to R. & I.

DESIGN PATENTS

Clark
Des. 183,597, Refractory Block, running for 14 years from September 30, 1958

A corresponding Canadian Design registration dated Sep. 28, 1959, and registered as No. 163 in Folio 22729.

PATENT APPLICATIONS

Clark
Ser. No. 278,028, filed Mar. 22, 1952, Conduit Cover etc.

Copy of application and assignment. Status unknown.

Clark
Ser. No. 636,759, filed Jan. 28, 1957, Well Construction

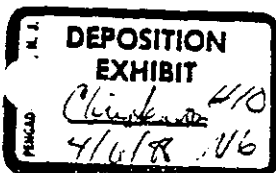
Copy of assignment only

TRADE MARKS

TM 330,909 dated Sep. 15, 1936, NUTYPE as applied to Combustion Chambers for Oil Heating Boilers

This has expired, unless renewed (?).

TM 563,570 dated Dec. 15, 1953 for R & I within a circle as applied to Casts and Castable Refractories, Bonding and Patching Mortars, Insulation etc.



EXPIRED PATENTS

Clark
1,920,358, Aug. 1, 1933, Concrete Insulating

Christenson
2,282,293, May 5, 1942, Heat Insulating Linings

Clark
1,851,038, March 29, 1932, Insulating Cement

Christenson
2,078,753, Apr. 27, 1937, Refractory Heat Insulation

MacDonald
2,012,071, Aug. 20, 1935, Combustion Chambers

Christenson
2,370,008, Feb. 20, 1945, Prefabricated Ceramic Combustion
Chambers

Christenson
2,392,121, Jan. 1, 1948, Prefabricated Ceramic Combustion
Chambers

ABANDONED APPLICATIONS

Clark
630,024, filed Dec. 19, 1956, Castable Refractory Compositions

Assignment only

Christenson
779,366, filed Feb. 11, 1947, Furnace Door

Clark
507,302, filed Jan. 7, 1931, Refractory Concrete

Assignment only

ASSIGNMENTS WITHOUT APPLICATIONS OR
PATENTS

Clark assignment dated October, 1939, for an unidentified application covering Fireproof Combustion. File also includes an agreement dated December 19, 1939, between Clark, Christopher Branda and R. & I. providing for a 5% royalty if a patent were granted. No patent was found.

Allardice and Philip Sporn for an unidentified application cover Insulating Block. File also includes an agreement dated December 8, 1939, between these parties and R. & I, providing for a 5% royalty if a patent is granted. No patent is found.

Clark, Branda, Ser. No. 415,824, of October 20, 1941

Christenson assignment dated January 2, 1944, covering Prefabricated Ceramic Combustion Chamber

Christenson assignment dated July 22, 1946, of patent 2,370,006 dated Feb. 20, 1945

ROYALTY ASSIGNMENT

Agreement dated Dec. 28, 1938, whereby Clark and Christenson assigned to their wives royalties under patents issued to them numbered:

1,651,038
1,959,658
2,078,753
1,920,358
2,012,171

all EXPIRED.

JOHN MANSVILLE FILE

A folder containing a letter dated Jan. 6, 1938, wherein the patent attorney for John Mansville charged an infringement of five patents and a letter by Mr. Clark dated Jan. 10, 1938, advising the matter will be referred to R. & I. patent attorneys

It is hereby certified that the above listed United State patents, patent applications and design patents constitute the only documents evidencing proprietary rights presently owned in whole or in part by the Seller.

REFRACTORY & INSULATION CORPORATION

By _____
H. M. Clark

MINUTES
of the
BOARD OF DIRECTORS MEETING
NATIONAL INSULATION MANUFACTURERS ASSOCIATION
Chicago, Ill. April 14, 1964

The meeting was called to order at 2:15 P. M. by Chairman M. W. Burleson with the following in attendance:

DIRECTORS

M. W. Burleson, Chairman	Johns-Manville Sales Corp.
P. D. Kaley	Pittsburgh Plate Glass Company
Ike Keith	Forty-Eight Insulations, Inc.
V. L. Miller (Proxy for R. E. Buckley)	Pittsburgh Corning Corp.
F. W. Muller	Gustin-Bacon Mfg. Company
W. C. Neel	The Ruberoid Company
D. M. Nelson	Fibreboard Paper Products Corp.
M. M. Wilson	Baldwin-Ehret-Hill, Inc.
J. F. Vyverberg	✓ Owens-Corning Fiberglas Corp.

OTHERS PRESENT

J. H. Boynton	Owens-Corning Fiberglas Corp.
L. T. Choate	Baldwin-Ehret-Hill, Inc.
M. P. Crowther	Gustin-Bacon Mfg. Company
G. D. Reycraft	Cadwalder Wickersham & Taft
J. M. Barnhart	NIMA

APPROVAL OF MINUTES

A motion was made, seconded and passed

That the Minutes of the Board of Directors Meeting of October 8, 1963, as bulletined by the Association be approved.

It was agreed that the following were reasonable and practical projects for the Committee to undertake:

1. Define existing statistical reporting product categories and products reported.
2. Work with the Bureau of Census, Department of Commerce, etc., to improve government statistical reporting.

AIMS AND OBJECTIVES OF MARKETING .
RESEARCH COMMITTEE (cont'd.)

3. Attempt to ascertain the market potentials of competitive materials (foamed plastics, etc.) (with respect to the investigation of the broadening of the Association membership to encompass foamed plastic types of insulation, it was suggested that the Committee be informed of this fact and contact the special committee investigating this subject).
4. Follow up Mr. R. E. Buckley's letter pertaining to number of hours worked by union locals in 1963.

STATISTICAL REPORTING

It was reported that several companies were unable to report statistics on a state basis at this time and that Price Waterhouse & Company had been advised to continue statistics on the old basis for the present time (monthly and regional reports).

It was decided that 1963 statistics should not be compiled on a state basis inasmuch as this information is not readily available from the members.

Further, it was decided that it was not practical to establish separate reporting categories for "faced blanket" and "coated blanket", and that the single "faced and coated blanket" category be retained for statistical reporting purposes.

The establishment of a separate category for reporting "Prefabricated Duct Systems" was discussed. The glass manufacturers will be letter balloted on this subject prior to July 1, 1964.

NIMA CERTIFICATION PROGRAM

This subject was discussed in detail and it was decided that such a program would not be undertaken.

OTHER BUSINESS

1. Mr. Darnhart was asked to contact NFPA relative to membership on the Air Conditioning Committee.
2. The Duct Systems Committee is asked to present a survey of code changes that have been made that increase the use of prefabricated duct systems.

3. It was reported that the NIMA lease expires on April 31, 1964. It was agreed that the lease should be renewed for 3 years, providing any increase in rent that may be asked by the landlord will not exceed 10 percent. Mr. J. M. Barnhart will discuss the new lease with Mr. M. W. Burleson before signing.
4. It was agreed that the NIMA Annual Meeting would be held at the Seaview Country Club, Absecon, N. J., on October 5 and 6, 1964.
5. It was reported that Johns-Manville Sales Corp., was printing on cartons, crates, etc., containing asbestos products (calcium silicate, magnesia, asbestos cements) a note pertaining to the dust created by these materials. The wording will be as follows:

" Caution: This product contains asbestos fiber.

Inhalation of asbestos in excessive quantities over long periods of time may be harmful.

If dust is created when this product is handled, avoid breathing the dust.

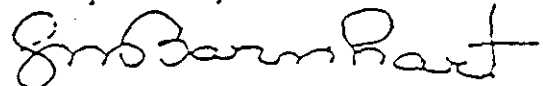
If adequate ventilation control is not possible wear respirators approved by the U. S. Bureau of Mines for pneumoconiosis producing dust. "

ADJOURNMENT

There being no further business

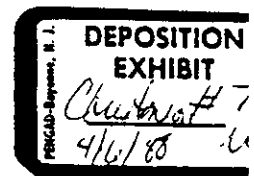
The meeting was adjourned.

Respectfully submitted


J. M. Barnhart

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MINUTES
of
BOARD OF DIRECTORS MEETING
of the
NATIONAL INSULATION MANUFACTURERS ASSOCIATION
Biltmore Hotel New York, N. Y.
January 13, 1960



The meeting was called to order at 2:00 P.M. by Chairman E. H. Luchs with the following in attendance:

DIRECTORS

E. H. Luchs
Norman Barr (Proxy for R. R. Porter)
R. E. Buckley
F. T. Christensen (Proxy for Frank Christenson)
J. J. Christner
T. S. Clousing
J. W. Cordrey (Proxy for J. C. Voiles)
A. M. Ehret, Jr.
H. B. Hutten
J. B. Jobe
E. T. Johnson
P. D. Kaley
Ike Keith
F. W. Muller
H. T. Williams

Mundet Cork Corp.
Keasbey & Mattison Company
Pittsburgh Corning Corp.
Refractory & Insulation Corp.

The Eagle-Ficher Company
M. H. Detrick Company
Fibreboard Paper Products Co.
Baldwin-Ehret-Hill, Inc.
The Ruberoid Company
Johns-Manville Sales Corp.
Union Asbestos & Rubber Co.
Pittsburgh Plate Glass Co.
Forty-Eight Insulations, Inc.
Gustin-Bacon Mfg. Company
Owens-Corning Fiberglas Corp.

OTHERS PRESENT

D. L. Hinmon
L. A. Hoff
M. I. Ruddock, Legal Counsel
J. M. Barnhart

Johns-Manville Sales Corp.
Johns-Manville Sales Corp.
Cadwalader, Wickersham & Taft
National Insulation Mfrs. Assn.

APPROVAL OF MINUTES

A motion was made, seconded and passed

That the Minutes of the Board of Directors Meeting of September 9, 1959, as bulletined by the Association office be approved.

TREASURER'S REPORT

The Association's Balance Sheet and Statement of Income and Expenditures as of December 31, 1959, were outlined by Mr. F. T. Christenson.

The Treasurer's Report is attached to these Minutes and made part thereof.

It was reported that the income for 1960 will be in the neighborhood of \$82,000.00.

ELECTION OF BOARD MEMBER

Due to commitments within his company, Mr. R. A. McLaughlin resigned as a member of the Board of Directors and Vice President, and has asked that Mr. P. D. Kaley replace him on the Board of Directors.

A motion was made by Mr. F. W. Muller, seconded by Mr. T. S. Clousing and unanimously passed

That Mr. P. D. Kaley be elected as his company's designated representative on the Board of Directors.

ELECTION OF VICE PRESIDENT & MEMBER OF EXECUTIVE COMMITTEE

Mr. J. B. Jobe reported that the Nominating Committee proposed the following names to serve as Vice President and Member of the Executive Committee to fill the vacancies in accordance with the NIMA By-Laws:

Vice President - H. T. Williams
Executive Committee Member - Ike Keith

There being no further nominations, a motion was made by Mr. A. M. Ehret, Jr. seconded by Mr. G. J. Christner and unanimously passed

That the Vice President and Member of the Executive Committee as proposed by the Nominating Committee be elected,

SPECIAL COMMITTEE REPORT ON ESTABLISHMENT OF A SAFETY PROGRAM

Mr. J. B. Jobe reported that safety was a subject that was considered in conjunction with a Manufacturing Committee, and that basically a manufacturing program could be broken down into the following parts:

SPECIAL COMMITTEE REPORT ON ESTABLISHMENT OF A
SAFETY PROGRAM (cont'd.)

- (a) Manufacturing Methods. It was the consensus of the group that the diversification of manufacturing methods within NIMA was great and that the feasibility of such a program would be impractical, therefore the subject should be tabled.
- (b) Safety. It was the consensus of the group that the reporting of statistics relating to accident prevention was adequately covered by the program that many of NIMA members participate in with the National Mineral Wool Association, and therefore the subject should be tabled.
- (c) Health. The feeling of the group on this aspect was that the industry could benefit from such a program. This subject will be studied further and a recommendation will be made at the next NIMA Board Meeting.

STATISTICAL REPORTING

It was reported that two letters had been received from members suggesting that benefit would be derived by reporting statistics on a geographical basis in addition to the statistics already received.

Discussion on the subject revealed that reporting on a state basis would be costly and impractical. However, reporting on a regional basis would appear to be feasible and will be investigated further. In this respect, Mr. Barnhart was asked to determine the individual company members' regional sales boundaries in an attempt to see if there were five or six areas of the country that would be fairly common to the membership. This will be done by mailing maps to the members upon which they are to indicate the sales regions for which they would have figures available in the normal course of business.

The estimated cost of handling such an enlarged statistical reporting service will be secured from Price Waterhouse & Company.

NIMA members were asked to look into their company costs in participating in such a program.

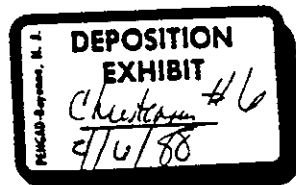
This subject will be discussed further at the NIMA Spring Meeting.

REVISION TO NIMA CONSTITUTION

Mr. H. T. Williams reported that the Committee had met and discussed the expansion of the membership categories in the NIMA Constitution to include the foamed plastic manufacturers. Because of the fact that foamed plastic was a different product than those presently included in the Association with different problems, it was recommended that no change be made in the Constitution at this time. Following discussion it was the consensus that the

NATIONAL INSULATION MANUFACTURERS ASSOCIATION

441 LEXINGTON AVENUE - NEW YORK 17, N. Y.



MINUTES
of
BOARD OF DIRECTORS MEETING
of the
NATIONAL INSULATION MANUFACTURERS ASSOCIATION
Fonte Vedra Beach, Fla. May 6, 1960

The meeting was called to order at 8:30 A.M. by Chairman E. H. Luchs with the following in attendance:

DIRECTORS

E. H. Luchs	Mundet Cork Corp.
N. L. Barr (Proxy for R. R. Porter)	Keasbey & Mattison Company
R. E. Buckley	Pittsburgh Corning Corp.
Frank Christenson	Refractory & Insulation Corp.
A. M. Ehret, Jr.	Baldwin-Ehret-Hill, Inc.
J. B. Jobe	Johns-Manville Sales Corp.
P. D. Kaley	Pittsburgh Plate Glass Co.
Ike Keith	Forty-Eight Insulations Inc.
F. W. Muller	Gustin-Bacon Mfg. Company
E. T. Plummer (Proxy for E. T. Johnson)	Union Asbestos & Rubber Co.
H. T. Williams	Owens-Corning Fiberglas Corp.

OTHERS PRESENT

F. T. Christenson, Treasurer	Refractory & Insulation Corp.
D. L. Hinmon	Johns-Manville Sales Corp.
M. I. Ruddock, Legal Counsel	Cadwalader, Wickersham & Taft
J. M. Barnhart	National Insulation Mfrs. Assn.

APPROVAL OF MINUTES

A motion was made, seconded and passed

That the Minutes of the Board of Directors Meeting of January 13, 1960, as bulletined by the Association office be approved.

TREASURER'S REPORT

The Association's Balance Sheet and Statement of Income and Expenditures as of April 15, 1960, were outlined.

The Treasurer's Report is attached to these Minutes and made part thereof.

It was asked that in the future a Comparison of Budget to Actual Expenditures be part of the Treasurer's Report.

STATISTICAL REPORTING ON A GEOGRAPHIC BASIS

Discussion on this subject revealed that the membership was desirous of receiving statistical reports on a geographic basis based on six regions, quarterly, including accumulated totals. The estimated cost of this work to NIMA, as received from Price Waterhouse & Company, will be approximately \$1,200. per year.

Mr. Barnhart is to contact Price Waterhouse & Company and ask them to start their report as soon as the six months figures are available from the member companies.

A map was exhibited showing the regions that were to be reported in. Several comments were made to the effect that the boundaries to the regions should be defined on a slightly different basis. Mr. Barnhart was asked to talk to Mr. F. W. Muller and redefine the areas. A map showing the regional areas that are to be reported in will be circulated to the Board of Directors.

SAFETY PROGRAM

It was the consensus that the establishment of a NIMA Safety Program with respect to health should be dropped.

APPOINTMENT OF A NOMINATING COMMITTEE

A Nominating Committee was appointed by President Luchs for the purpose of preparing a slate of candidates for Directors and Officers for nomination for these positions at the Annual Meeting. The Committee will consist of A. M. Ehret, Jr., Chairman, Mr. Frank Christenson and Mr. F. W. Muller.

PUBLICITY PROGRAM

Discussion on a program to adopt for distribution of the brochure prepared by Sumner Rider & Associates led to a motion being made by Mr. N. L. Barr, seconded by Mr. J. B. Jobe and passed

That in order to place the project on a self-liquidating basis a cost of \$0.35 per copy shall be charged to the individual companies ordering the brochure, \$0.10 of which shall be placed in the NIMA treasury to defray the expense of mailing the brochure to inquiries that are received by the Association headquarters.,

TECHNICAL & RESEARCH COMMITTEE REPORT

Action on the report made by the Technical & Research Committee concerning requests made at a meeting in Washington, D. C., will be deferred to the next Board of Directors meeting.

OTHER BUSINESS

- (a) The Board of Directors authorized the following salaries for the NIMA staff, retroactive to January 1, 1960:

Mr. J. M. Barnhart - \$12,500.00 per year
(Increase of \$1,000.00)

Miss H. C. Lynch - \$5,800.00 per year
(Increase of \$300.00)

- (b) An air conditioning unit was authorized by the Board of Directors to be bought and installed for the NIMA headquarters. The cost of the installed unit and electrical work will be in the neighborhood of \$475.00.

OTHER BUSINESS (Cont'd.)

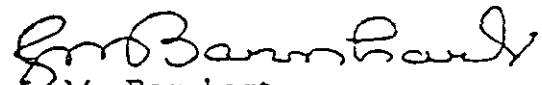
- (c) It was announced that the Annual Meeting will be held at the Seaview Country Club, Absecon, N. J., on October 10 and 11, 1960.

ADJOURNMENT

There being no further business, it was moved, seconded and passed

That the meeting be adjourned.

Respectfully submitted


J. M. Barnhart