PLAINTIFF'S EXHIBIT
UR-3

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 80-12657 DIVISION "B" DOCKET NO.

JAMES R. MCDERMOTT

VERSUS

ARMSTRONG CORK COMPANY, INC., ET AL

UNIROYAL INC.'S ANSWERS AND OBJECTIONS TO PETITIONERS FIRST SET OF INTERROGATORIES

Uniroyal, Inc. answers, upon information and belief, and objects to petitioner's First Set of Interrogatories as follows:

1. State the name, address, and job title of each person who has supplied information in answering these interrogatories.

Answer

See list attached as Exhibit A.

2. State whether or not you are a corporation; if so, state your correct corporate name, the state of incorporation, the address of your principal place of business, and whether or not you have even held any type or form of certificate or registration statement indicating authority to do business in the State of Louisiana.

Answer

Uniroyal, Inc. is a New Jersey corporation whose principal place of business is Middlebury, Connecticut. It is authorized to do business in Louisiana.

3. Has Defendant or any of its subsidiary companies at any time engaged in the mining and subsequent sale of material containing asbestos fibers?

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Answer.

No.

4. Has Defendant or any of its subsidiary companies at any time engaged in the manufacture and sale of products containing asbestos fibers?

Answer.

Yes.

5. Has Defendant or any of its subsidiary companies at any time engaged in the marketing and sale of products containing asbestos fibers?

Answer

Yes.

6. If the answer to one or more of the last three questions is affirmative, state, as to each affirmative answer, the following:

a) The names of the companies mining, manufacturing, marketing, and/or selling each of those products.

b) The trade or brand name of each of those products mined, manufactured, marketed, and/or sold.

c) The date each of the named products was placed on the market.

d) The date each of the named products was withdrawn from the market.

e) A description of the physical (chemical) composition of each of the named products, including the type of asbestos contained in the product.

f) A description of the physical appearance of each of the named products.

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g) A detailed description of the intended uses of each of the named products.

Answer

a) Uniroyal, Inc., formerly U.S. Rubber Company

b) Asbeston; Asbestall

c) Uniroyal began the commercial production of Asbeston about 1941, and of Asbestall about 1949.

d) Uniroyal stopped manufacturing asbestos products in 1976.

e) - g) See copy of "Facts about Asbeston in yarns, tape, and fabrics, attached as Exhibit B. Uniroyal used Chrysotile asbestos fibers.

7. Does Defendant of any of its subsidiary companion claim that any patent would cover any product listed in Interrogatory No. 67.

Answer

Yes.

8. If the answer to Interrogatory No. 7 is affirmative, for each of the products please state:

a) The number of each patent and the date it was issued; or

b) The number of each patent application that is pending and the date it was filed.

Answer

Uniroyal has the following patents related to its asbestos products:

3,811,164, issued 5/74 (1 piece ironer roll)
3,811,262, issued 5/74 (asbestos yarn)
3,962,493, issued 6/76 (ironer roll cover and method).

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Uniroyal had the following patents, now expired, related to its asbestos products:

2,993,261, issued 7/61 (woven asbestos fabric)
2,820,721, issued 1/63 (ironing board cover)

9. Have any of the products listed in Interrogatory No. 6 been altered in chemical composition since first being marketed?

Answer

Not to Uniroyal's present knowledge.

10. If the answer to Interrogatory No. 9 is affirmative, please state:

a) The trade name of each of those products.

b) The date each of the named products was altered.

c) The nature of the alteration.

d) The reason for the alteration.

Answer

Not applicable

11. State the name, address, and job title of each person who participated in the design and preparation of manufacturing specifications for each product listed in Interrogatory No. 6.

Answer

B. H. Foster, now deceased, developed the process for spinning asbestos fibers into light weight, fine gauze, high tensile strength yarns. The person (or persons) who designed and prepared the manufacturing specifications for Uniroyal's asbestos products is (are) not presently known.

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12. Do any documents, including written memoranda, specifications, recommendations, blueprints, or other written materials of any kind or character relating to the design and preparation of the products listed in Interrogatory No. 6 now exist?

Answer

Yes.

13. If the answer to Interrogatory No. 12 is affirmative:

a) List each document.

b) State the name, address, and job title of each person who currently has possession of each document, and where the documents are presently located.

Answer

a) "Asbestos Treating Specifications" (1973-1975)
b) Gayle S. Sanders, Esq.
Arthur, Dry & Kalish P.C.
1230 Avenue of the Americas
New York, New York 10020
General Attorneys for Uniroyal, Inc.

14. Before releasing the products listed in Interrogatory No. 6 to the public, were any tests conducted on them to determine potential health hazards involved in the use of materials contained in those products?

Answer

No, not to Uniroyal's present knowledge.

15. If the answer to Interrogatory No. 14 is affirmative, state:

a) The names of the products tested.

b) The name, address, and job title of each person who conducted those tests.

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c) The results of those tests.

Answer:

Not applicable

16. Do any documents, including written memoranda, specifications, recommendations, blueprints, or other written materials of any kind or character relating to the testing of the named products now exist?

Answer

Not applicable.

17. If the answer to Interrogatory No. 16 is affirmative:

a) List each document.

b) State the name, address, and job title of each person who currently hsa possession of each document, and where it is presently located.

Answer

Not applicable.

18. Did Defendant or any of its subsidiary companies make any design changes as a result of those tests?

Answer

Not applicable.

19. If the answer to Interrogatory No. 18 is affirmative, state:

a) The trade names of the products changed.

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b) The nature of the changes made.

c) The name, address, and job title of each person responsible for having made a change.

Answer

Not applicable.

20. After releasing the products listed in Interrogatory No. 6 to the public, were any tests conducted on them to determine potential health hazards involved in the use of materials contained in those products?

Answer

Based upon present knowledge, Uniroyal is not aware of any such tests.

21. If the answer to Interrogatory No. 20 is affirmative, state:

a) The names of the products tested.

b) The name, address, and job title of each person who conducted those tests.

c) The results of those tests.

Answer

Not applicable.

22. Do any documents, including written memoranda, specifications, recommendations, blueprints, or other written materials of any kind or character relating to the potential health hazards of the products listed in Interrogatory No. 6 now exist?

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Answer

Uniroyal is not aware of the existence of documents relating to the potential health hazards of the Uniroyal asbestos products listed in answer to Interrogatory 6 to persons using such products.

23. If the answer to Interrogatory No. 22 is affirmative:

a) Name each product.

b) List each document.

c) State the name, address, and job title of each person who currently has possession of each document, and where it is presently located.

Answer

Not applicable.

24. Did Defendant or any of its subsidiary companies make any design changes as a result of those tests?

Answer

Not applicable.

25. If the answer to Interrogatory No. 24 is affirmative, state:

a) The names of the products changed.

b) The name, address, and job title of each person responsible for having made a change.

Answer

Not applicable.

26. Has Defendant or any of its subsidiary companies, at any time, published or distributed any printed material, including

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brochures, pamphlets, or other written materials of any kind or character, that contained any warnings concerning the possibility of injury resulting from the use of the products listed in Interrogatory No. 6?

Answer

Not to Uniroyal's present knowledge.

27. If the answer to Interrogatory No. 26 is affirmative, state:

a) The names of the relevant products.
b) The wording of each warning.
c) A description of each printed material.
d) The method used to distribute the warning to persons likely to use the product.
e) The date each warning was issued.
f) The name, address, and job title of each person responsible for having issued the warning, and the current location of any remaining literature.

Answer

Not applicable.

28. Have you received notice that any other person is claiming or has claimed an injury as a result of using asbestos products manufactured and/or sold by your company or any of your subsidiary companies (either before or after the filing of this action)?

Answer

Yes.

29. If the answer to Interrogatory No. 28 is affirmative, state:

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a) The name, address, and job title of each individual who currently has possession of those records and their present location.

b) The name of each company listed on Exhibit "A" to whom those products have been sold.

c) The date of each sale and the amount and kind of materials sold.

Answer

See answer to 30.

32. Are your asbestos products marketed and sold by companies other than your own?

Answer

Uniroyal no longer manufacturers asbestos products.

33. If the answer to Interrogatory No. 32 is affirmative, list the names and addresses of each of those companies.

Answer

Not applicable

34. List each individual who has acted in a medical advisory capacity to your company in the past 25 years, including, but not limited to, physicians and industrial hygienists, and the current address and job title of each of those individuals.

Answer

Uniroyal objects to this interrogatory on the grounds that it is overly broad, and seeks information which is neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence. In addition, Uniroyal asserts and preserves any and all physician-patient privleges.

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35. Does Defendant have in its possession any books, pamphlets, memoranda, or written materials of any kind or character that would indicate that asbestos fibers, when inhaled, can be hazardous to the health of human beings?

Answer

Yes.

36. If the answer to Interrogatory No. 35 is affirmative:

a) State the name, address, and job title of the persons participating in each investigation.

b) List each written record pertaining to each investigation and its location and custodian.

c) Has Defendant obtained statements from any witnesses?

d) If the answer to (c) is affirmative, list the name and address of each witness who has made a statement, and the name, address, and job title of each person currently having custody of each statement and its present location.

Answer

Uniroyal no longer manufactures asbestos products, but has some materials which concern possible health problems from exposure to asbestos dust or fibers. Such material should be a matter of public record available to plaintiff.

39. Does Defendant admit that service of process was properly made on Defendant in this case?

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Answer

Uniroyal admits that service of process was made by service upon its registered agent at New Orleans. It does not admit, however, that plaintiff was exposed to any of its asbestos products.

40. If the answer to Interrogatory No. 39 is negative, explain the reasons for that answer.

Answer

Not applicable.

41. Has Defendant or any of its subsidiary companies at any time been members of an "trade organization" or "association" comprised of other manufacturers, miners, marketers, and/or sellers of asbestos products?

Answer

Yes.

42. If the answer to Interrogatory No. 41 is affirmative, state:

a) The name and address of each of those associations or organizations.

b) The dates during which Defendant or any of its subsidiary companies were members.

c) The names of any publications published by or written by any of the named associations or organizations.

Answer

Uniroyal was a member of the American Textile Institute (ATI) from approximately 1960 to 1976. The publications published or written by the ATI should be a matter of public record.

43. Identify by name and location each plant in which the products listed in your answer to Interrogatory No. 6 were manufactured and/or assembled; specify which plants produced each item; and state the dates each plant has been in operation, and the timespan during which each named item was produced.

Answer

Uniroyal's asbestos products were manufactured at its Hogansville, Georgia plant from approximately 1941 until 1976.

44. List the name and address of each business entity from whom you have received raw asbestos, the dates it was received, and amounts received.

Answer

Existing records indicate that Uniroyal purchased asbestos fiber from:

Bell Asbestos Mines, Ltd.
Thetford Mines, Quebec

Asbestos Corporation Ltd.
Thetford Mines, Quebec

Cassiar Asbestos Corporation, Ltd.
Toronto, Ontario

Rhodesian & General Asbestos Corp.
(PVT) Ltd.
Bulaways, Rhodesia

Existing records reflecting purchases of raw asbestos are a small group of inventory cards. Those records, summarized, indicate the following information:

TYPE	POUNDS	VENDOR	PURCHASE DATE	
Cassiar AAA	64,000	Bell	5/71	6/75
Bell 3K	1,400,000	Bell	5/71	3/75
Asb. Corp. 3K	450,000	Asb. Corp.	6/71	2/74
Asb. Corp. 3F	116,000	Asb. Corp.	1/73	4/74
C & G #1	190,000	US Govt./Gen Serv. Adm.		8/71
C & G #2	570,000	Rhodesian	8/71	2/76
Cassiar A	1,200,000	Bell	11/72	9/73
Cassiar AA	550,000	Bell	5/71	9/73
C & G #2	300,000	Rhodesian	12/73	2/75

45. Have sales materials been prepared by Defendant or any of its subsidiary companies or their agents for purposes of marketing or advertising asbestos products?

Answer

Yes.

46. If the answer to Interrogatory No. 45 is affirmative, state:

a) The name, address, and job title of each person or entity who prepared it.

b) The name, address, and job title of each person who currently has possession of it and its present location.

c) The date the materials were prepared.

d) The media used to disseminate the sales materials.

Answer

Uniroyal has been able to locate a few samples of sales material related to asbestos products. These samples do not relate to asbestos insulation.

47. Have any written materials of any kind or character been prepared by Defendant or any of its subsidiary companies or their agents indicating how asbestos products should be used and maintained?

Answer

Uniroyal has not been able to locate any such material.

48. If the answer to Interrogatory No. 47 is affirmative, state:

a) The name, address, and job title of each person or entity who prepared it.

b) The name, address, and job title of each person who currently has possession of it and its present location.

c) The date of distribution, and manner in which the materials were distributed to purchasers of Defendants' products.

Answer

Not applicable.

49. Does Defendant contend that plaintiff improperly used its products?

Answer

Uniroyal contends that plaintiff did not use its asbestos products. In the event that plaintiff proves that he used any Uniroyal asbestos product, Uniroyal contends that plaintiff improperly used such product by his failure to take reasonable precautions against inhaling asbestos fibre and other instances of improper use as will be discovered and/or shown at trial.

50. If the answer to Interrogatory No. 49 is affirmative, set out in detail in what respect those products were improperly used.

Answer

See answer to 49.

51. Does Defendant have insurance policies that might cove: the claims made by Plaintiff in this case?

Answer

Uniroyal has liability insurance applicable to asbestos cases for occurrences from March 1, 1952 to September 8, 1976.

52. If the answer to Interrogatory No. 51 is affirmative, list the name of each insurance carrier, the amount of coverage, and the effective dates of each policy.

Answer

See list attached as Exhibit C.

53. Does Defendant expect to call expert witnesses at the trial of this case?

Answer

Uniroyal has not yet determined whether it expects to call expert witnesses at the trial of this case.

54. If the answer to Interrogatory No. 53 is affirmative, state:

a) The name, address, and job title of each expert witness.

b) The testimony expected to be given by each expert witness.

Answer

See answer to 53.

55. On what date did Defendant first become aware that inhalation of asbestos fibers by human beings could cause adverse health consequences?

Answer

For a number of years, Uniroyal has been aware that exposure to high levels of asbestos dust or fibers might result in health problems. Uniroyal is unable to state at this time when it first became aware of this.

56. Does Defendant contend that asbestos products can be manufactured so as to eliminate all potential health hazards to workers working with them?

Answer

Uniroyal objects to this interrogatory on the ground that it seeks information which is neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence.

57. If the answer to Interrogatory No. 56 is affirmative, please explain.

Answer

See answer to 56.

58. Describe in detail the types of packages in which Defendant, or any of its subsidiary companies, sold asbestos material, listing the dates each type of package was used, a physical description of each type of package, and a description of any printed material or trademarks that appeared on it.

Answer

Uniroyal sold asbestos fabric in rolls, wrapped in paper and burlap. Uniroyal does not believe that any printed material or trademarks appeared on the asbestos fabric or paper. Uniroyal does not

have present knowledge as to what, if any, printed material or trademarks appeared on the burlap.

59. Has Defendant or any of its subsidiary companies, at any time entered into a "rebranding" agreement with any other company, either as a buyer or a seller, concerning asbestos insulation materials?

Answer

No, not to Uniroyal's present knowledge.

60. If your answer to Interrogatory No. 59 is affirmative, state as to each of those agreements:

a) The name of the company manufacturing the asbestos products under the agreement;

b) The trade name affixed to those products;

c) The periods of time covered by the agreement;

d) The volume (in dollar amounts) of the transaction;

e) The purchaser of the products.

Answer

Not applicable.

61. Does Defendant, or any of its subsidiaries, currently have possession of any writings or contracts on those rebranding agreements?

Answer

Not applicable.

62. If the answer to Interrogatory No. 61 is affirmative, state:

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a) The name, address, and job title of each person having custody of each of those documents and its current location.

b) A brief description of each document.

Answer

Not applicable.

63. Has any person, before 1980, filed a claim against Workers' Compensation carrier covering Defendant or any of its subsidiaries, alleging that he or she has contracted a disease from inhaling asbestos material?

Answer

Claims have been filed by present and former Uniroyal employees alleging illnesses from exposure to asbestos fiber or dust.

64. If the answer to Interrogatory No. 63 is affirmative, provide:

a) A list of the claims, including each claimant's name, address, and date each claim was filed, and the jurisdiction of the claim.

b) A brief summary of each claim.

Answer

See list of claims attached as Exhibit D.

65. Does Defendant admit that it or any of its subsidiaries sold asbestos insulation materials in the state of Louisiana at any time?

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Answer

Existing records indicate that Uniroyal sold asbestos products in Louisiana. The records do not indicate whether or not these products were asbestos insulation materials.

66. If your answer to Interrogatory No. 65 is affirmative, list the date during which the product was sold, and the dollar volume of the sales for each year before 1980.

Answer

Uniroyal objects to tis interrogatory on the grounds that it is overly broad, and seeks information which is neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence.

July 31, 1981

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EXHIBIT A

Uniroyal has not been in the asbestos business since 1976. Gayle S. Sanders, Esq. of Arthur, Dry & Kalish P.C., Uniroyal's general attorneys, gathered information to answer these interrogatories with the assistance of the following persons:

A.E. Coppola
Corporate Insurance
Uniroyal, Inc.
Middlebury, Connecticut

W.E. Ellett
Marketing Manager
Industrial Textiles
Uniroyal Textile Division
Winnsboro, South Carolina

W. D. Harris
Industrial Toxicologist
Uniroyal, Inc.
Middlebury, Connecticut

O.M. McCord
Industrial Relations Manager
Hogansville Plant
Uniroyal Textile Division
Uniroyal, Inc.
Hogansville, Georgia

David Miller, Esq.
Arthur, Dry & Kalish P.C.
1230 Avenue of the Americas
New York, New York

Jack Posin, Esq.
Arthur, Dry & Kalish P.C.
1230 Avenue of the Americas
New York, New York

E. E. Sunbury
No. 114 Tarponaire Mobile Resort
Rte 3, Tarpon Springs, Florida 33589

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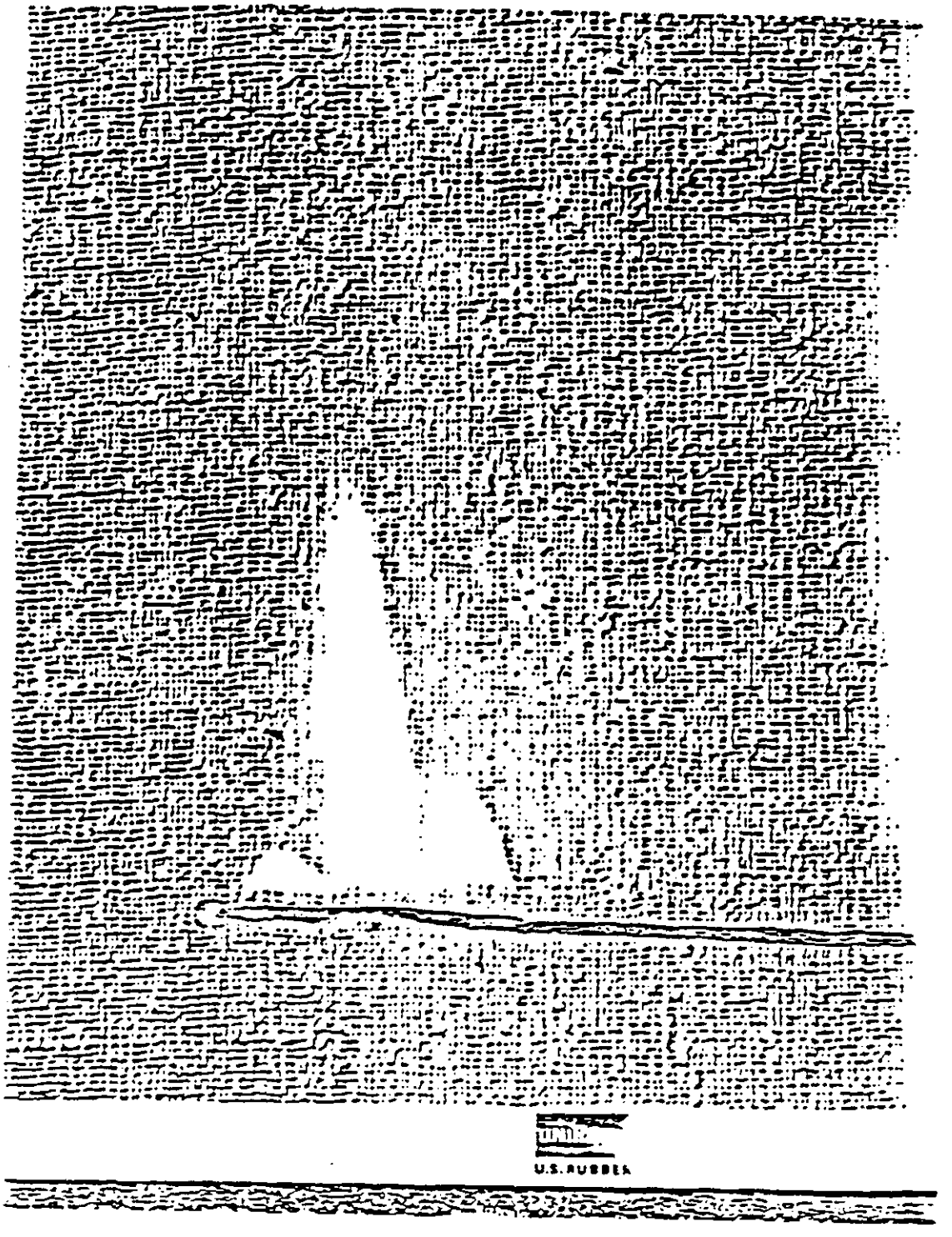
Facts about Asbestos in yarns, tape, and fabrics.



Asbeston combines fire resistance with high strength and good appearance.

Asbeston is U.S. Rubber Company's registered trade name for yarns, fabrics and tapes made from asbestos.

We have developed a patented process for spinning asbestos fibers into lightweight, fine gauge, high tensile strength yarns. Because of these properties, Asbeston yarns produce flexible, attractive fabrics of low bulk.

To meet today's growing need for a durable, abrasion-resistant fabric with fireproof characteristics, we combine asbestos with other natural fibers and with man-made fibers, including glass, acrylic, polyester and olefin.

The temperature limits of Asbeston depend on the percentage of asbestos fiber in fabric, as follows:

Grades ASTM standards	Normal temperature limitations
Commercial (C)	75% to 79% inclusive up to 400° F
Underwriters (U)	80% to 84% inclusive up to 450° F
A	85% to 89% inclusive up to 550° F
AA	90% to 94% inclusive up to 600° F
AAA	95% to 99% inclusive up to 750° F

Asbeston fabrics are available with resin finishes, and with coatings of aluminum and aluminum foil. We have also created and patented the lustre-white finish. This finishing technique applied to the surface of Asbeston fabrics produces a white, bright, smooth texture. Since it is not applied, but is part of the fabric itself, the lustre-white finish helps Asbeston keep its good looks far longer than conventional fabrics.

Here are some of the types and uses of Asbeston yarns, fabrics and tapes:

Asbeston multi-ply weaving, braiding and spun yarns.

Fabrics for use as insulation jacketing, safety clothing, gloves, mitts, fire-blankets, mechanical rubber goods, plastic laminates, flatwork ironer roll covers, home ironing board covers.

Asbeston electrical insulation tapes.

Asbestall fabrics with an exceptionally smooth surface for use in dry cleaning and laundry press covers.

Asbeston comes in 50 and 100 yard rolls, in widths to 60 inches, as well as tape widths.

The charts show typical Asbeston types and weights.

We welcome the opportunity to engineer yarns and fabrics to your specifications.

United States Rubber Company sales offices		
Chicago, Ill.	4135 So. Pulaski Road	312-CL4-5700
Dalton, Ga.	P.O. Box 371	404-278-5[illegible]
Los Angeles, Calif.	5910 Telegraph Road	213-723-9971
New York, N.Y.	1230 Avenue of the Americas	212-CI7-5000
Reading, Pa.	American Bank & Trust Co. Bldg.	215-376-8081
Winnsboro, S.C.	350 Columbia Road	803-635-4651

Fabrics for safety clothing, gloves, mitts, fire blankets					
Style	ATI No.	Wt. lbs. per sq. yd.	Gauge	Grade	Weave
S 5670		.72	.022"	U	Plain
S 3620		.80	.022"	U	Plain
S 1585B	19H120	1.20	.043"	U	Herringbone
US22[illegible]	36P10	2.25	.072"	C-U-AA-AAA	Plain
US24[illegible]	40P10	2.50	.078"	C-U-AA-AAA	Plain
US36P10	36P10	2.25	.072"	C-U-AA-AAA	Plain
US40P10	40P10	2.50	.078"	C-U-AA-AAA	Plain

Fabrics for insulation jacketing					
Style	ATI No.	Wt. lbs. sq. yd.	Grades	Gauge	Weave
6555	12P15	.75	U	.023"	Plain
6555-ALM1F		.94	U	.025"	Plain
S 7494	22P[illegible]	1.40	U	.050"	Plain
S 7495A		1.40	U	.060"	Plain
US18P10G*	18P10G	1.10	U	.036"	Plain
US22P10G*	22P10G	1.40	U	.065"	Plain
US36P10	36P10	2.25	C-U-AA-AAA	.072"	Plain
US40P10	40P10	2.50	C-U-AA-AAA	.078"	Plain

*Asbestos glass combination

Fabrics for plastic laminates					
Style	ATI No.	Wt. lbs. sq. yd.	Gauge	Grade	Weave
S 672		.52	.022"	U	Plain
S 1437		.67	.026"	U	Plain
S 1619		.90	.033"	U	Plain
S 664		1.05	.031"	U	8-Twill
US26P12	26P12	1.65	.050"	U-AA-AAA	Plain
US26P14	26P14	1.65	.050"	U-AA-AAA	Plain
US36P10	36P10	2.25	.072"	C-U	Plain

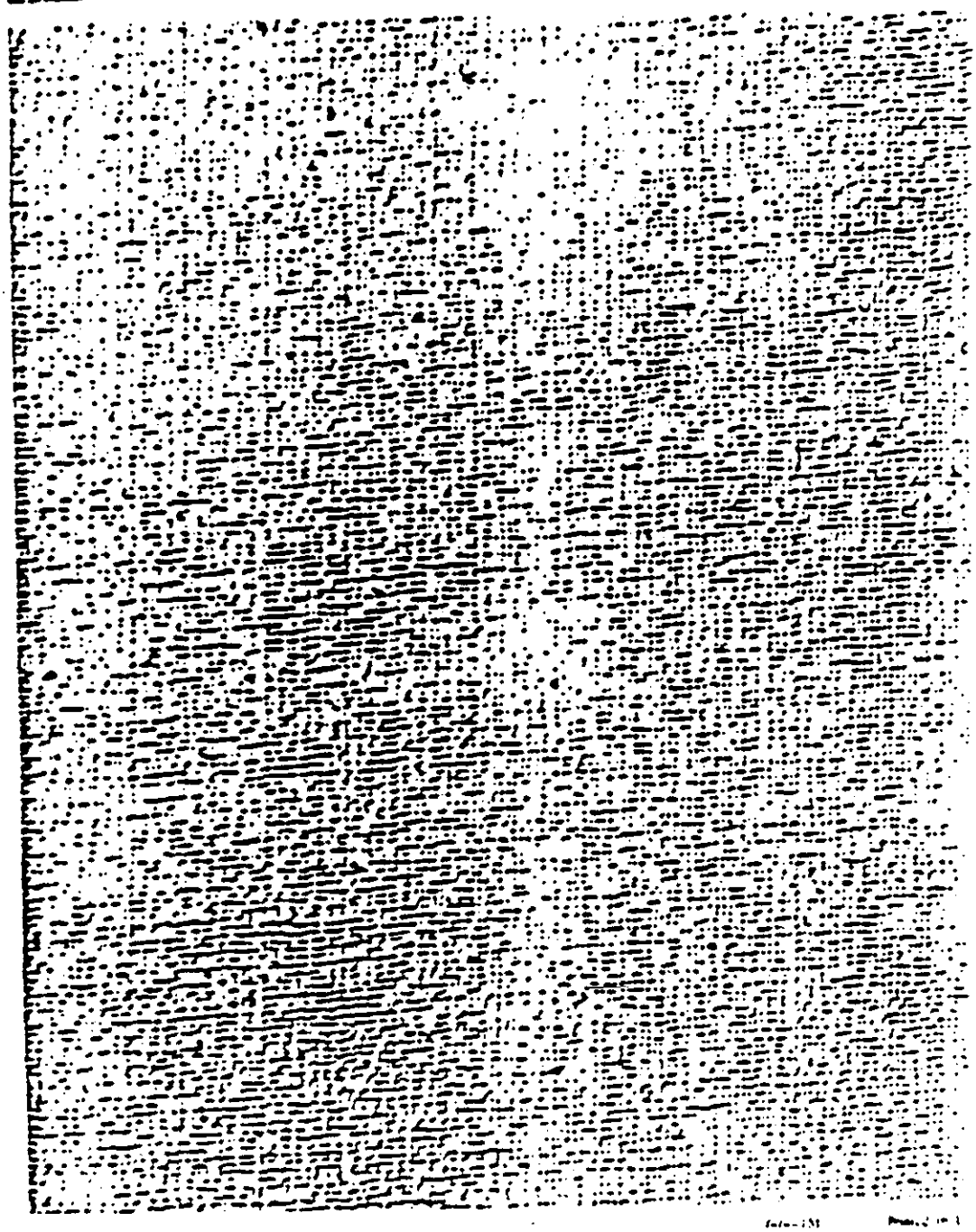
Fabrics for laundry press, flatwork mill ironing board, and dry cleaning press covers				
Style	Wt. lbs. sq. yd.	Gauge	Grade	Weave
S 1134	.72	.023"	U	Plain
S 1540PLX	.73	.025"	U	Plain
S 4400A-LAR	.80	.027"	U	8-Twill
S 1022B-SR01	.81	.031"	U	Sateen
S 885A-LAR	.92	.026"	U	8-Twill
S 885A-APF-COS16	1.07	.027"	U	8-Twill
S 885A-APF-25	1.17	.027"	U	8-Twill
S 2575-APF-10	1.25	.040"	U	8-Twill
S 1143-PCR-25	1.72	.039"	U	8-Twill

Electrical insulation fine yarns									
			Yds.	Yds. per lb. in weave					
Style	Gauge	Grade	Per Roll	½"	¾"	1"	1½"	2"	3"
S 520	.010"	C	27	122	84	66	53	44	34
S 525	.010"	U	36	122	91	70	54	44	36
S 527	.015"	U	36	97	68	53	43	37	28
S 529	.020"	U	36	73	53	42	34	29	22

Special light weight yarns			Plain heavy weight yarns		
Size	Approx. yds. lb.	Grade	Size	Approx. yds. lb.	Grade
22/2	1000	U	8 Cut	800	C-U-AA
27/2	1300	U	10 Cut	1000	C-U-AA
27 2 2	630	U	12 Cut	1200	C-U-AA
42/2	1900	U	14 Cut	1400	C-U-AA
25AR1	2500	Special	16 Cut	1600	C-U-AA
22AN1	2200	Special	18 Cut	1800	C-U-AA
27/2AN1	1260	AA	1020	500	C-U-AA
38AN1	3800	U	1030	333	C-U-AA
Y-250-A*	2250	Special	1050	200	C-U-AA

*Glass inverted yarn

Textile Administrative Center
United States Rubber Company
350 Columbia Rd., Winnsboro, S.C., 29180



UNIROYAL, INC.

PRODUCTS LIABILITY INSURANCE

APPLICABLE TO ASBESTOS CASES

FOR OCCURRENCES FROM 3-1-52 TO 9-8-76

	INSURANCE CARRIER	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY PER OCCURRENCE	LIMITS OF LIABILITY ANNUAL AGGREGATE	DEDUCTIBLE PER OCCURRENCE
(1)	London Companies	K11555, K11556, K11557	3-1-52/53	$ 500,000	$ None	$ 25,000
(2)	" "	K16898, K16899, K16900	3-1-53/56	500,000	None	25,000
(3)	" "	K36449, K1076	3-1-56/10-5/58	500,000	None	25,000
(4)	" "	K52715, K52716, CK3269	10-5-58/11-5-61	1,000,000	None	50,000
(5)	" " (50%)	K71169, K71170	11-5-61/2-1-65	1,000,000	None	50,000
(6)	Continental Casualty (50%)	MD9972075	" "	1,000,000	None	50,000
(7)	Home Insurance Co.	HEC9543964	2-1-65/5-1-67	6,000,000	6,000,000	100,000
(8)	" " "	HEC9559855	5-1-67/70	10,000,000	10,000,000	100,000
(9)	" " "	HEC9792297	5-1-70/9-8-72	10,000,000	10,000,000	500,000
(10)	" " "	HEC9428444	9-8-72/75	10,000,000	10,000,000	250,000
(11)	" " "	HEC9207600	9-8-75/76	2,000,000	2,000,000	500,000

Notes

(1) Coverage prior to 3-1-52 is unknown.
(2) Coverage after 9-8-76 excludes asbestos products.

10655

EXHIBIT D

The following former Uniroyal employees have received compensation for illnesses diagnosed as pulmonary asbestosis which they claim resulted from exposure to asbestos. The claims were filed through the Georgia State Board of Workmen's Compensation

1. Lois Hurtt

   became disabled 2/64;
   $5,575 paid
   between 2/64 and 4/68

2. Claudia McLaughlin

   became disabled 5/61;
   $3,325.80 paid between
   5/61 and 11/62

3. Erma McDonald

   became disabled 10/59;
   $5,557.50 paid
   between 10/59 and 5/63

4. Gordon Cook

   became disabled 2/60; salaried employee, received pension

5. Virginia Faulkner

   became disabled 10/79;
   weekly life time payments of $110

6. Nora R. Stevens

   became disabled 9/78; weekly lifetime payments of $110.

7. Robert N. Todd

   became disabled 7/75,
   weekly lifetime payments of $95.

8. Clyde Bradley

   became disabled 6/76;
   weekly lifetime payments of $95.

9. Elmer Hester

   became disabled 5/72;
   $9,000 lump sum payment

EXHIBIT D Cont'd

10. Hazel Yarbrough

Uniroyal disputed alleged disability from asbestos exposure; $4,534 award to Hazel Yarbrough; $5,000 award to husband as Administrator.

11. Mildred Yates

became disabled 9/55;
$6,100 lump sum payment

12. Allie Boyd

became disabled 8/64;
$5,725 paid over period
of about 3 years.

13. Odessa Hall

became disabled 2/68;
$5,000 paid over period of
about 2¼ years.

VERIFICATION

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

VIRGINIA K. SMITH, being duly sworn that she is an Assistant Secretary of Uniroyal, Inc., a defendant in this action, that she has read the foregoing answers to interrogatories and knows same are therein stated upon information and belief, based upon information and documents compiled by defendant's attorneys and employees and that she believes them to be true.

Virginia K. Smith
VIRGINIA K. SMITH

Sworn to before me this
4th day of August, 1981

Notary Public
DAISY M. PANDALEON
Notary Public, State of New York
No. 01PA4722584
Qualification Expires March 30, 1982

10883

Submitted by:

DYMOND, CRULL & CASTAING

BY: _____

EDWARD J. CASTAING, JR.
1220 First N.B.C. Building
New Orleans, Louisiana 70112
Telephone: (504) 581-7700
Attorneys for Defendant,
Uniroyal, Inc.

CERTIFICATE

I hereby certify that a copy of the above and foregoing has been served on all opposing counsel of record at their address of record, by placing same in the U.S. Mail, postage prepaid, or by personal delivery, this _____day of_____ 19____

_____

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