

PLAINTIFF'S
EXHIBIT

GTR-18

BRAYTON & ASSOC

FEB 13 1991

File
on

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WILLIAM G. HOBACK, ESQ.
ERICKSEN, ARBUTHNOT, BROWN, KILDUFF & DAY, Inc.
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Martinez, California 94553
(415) 229-1702

Attorneys for Defendant(s),
THE GOODYEAR TIRE & RUBBER COMPANY

7010

DEED
GOODYEAR
PIFECT

FSC Other

TS/AB

DR Feb Int

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SOLANO

IN RE:

SOLANO COUNTY COMPLEX
ASBESTOS LITIGATION

No. 2830

THE GOODYEAR TIRE & RUBBER
COMPANY'S ANSWERS TO PLAIN-
TIFFS' STANDARD INTERRO-
GATORIES TO DEFENDANTS,
GENERAL ORDER NO. 30.00

COMES NOW defendant, THE GOODYEAR TIRE & RUBBER COMPANY
(hereinafter "GOODYEAR"), and pursuant to the provisions
of General Order No. 30.00, and under the applicable California
Code of Civil Procedure sections and in compliance with the
California Rules of Court and Local Rules of Court, answers the
interrogatories propounded by plaintiffs, as follows:

PRELIMINARY STATEMENT

The answers to these interrogatories are based upon a
search of corporate files and records regularly maintained in
the ordinary course of business of THE GOODYEAR TIRE & RUBBER
COMPANY and information obtained during interviews with various
employees of the company over a series of many years. However,
THE GOODYEAR TIRE & RUBBER COMPANY's involvement in these
matters is based on the fact that it distributed asbestos-

1 containing products manufactured by GOODYEAR AEROSPACE CORPORA-
2 TION. The assets and interests of GOODYEAR AEROSPACE CORPORA-
3 TION were sold to LORAL MANUFACTURING CORPORATION in 1987, and
4 all records related to GOODYEAR AEROSPACE CORPORATION were trans-
5 ferred to LORAL at the time of the sale. Thus, THE GOODYEAR
6 TIRE & RUBBER COMPANY must rely principally on the memories of
7 its employees to respond to interrogatories concerning details
8 of the production and sale of GOODYEAR AEROSPACE CORPORATION
9 asbestos-containing products.

10 No single person associated with THE GOODYEAR TIRE &
11 RUBBER COMPANY has the knowledge or the documents necessary to
12 supply every answer required or requested by these interroga-
13 tories, and many of the individuals who may have had personal
14 knowledge of the matters addressed by these interrogatories are
15 presently unavailable to this answering defendant.

16 THE GOODYEAR TIRE & RUBBER COMPANY has little informa-
17 tion available to identify customers to whom GOODYEAR AEROSPACE
18 asbestos-containing products were sold. THE GOODYEAR TIRE &
19 RUBBER COMPANY ceased marketing said products in 1978 and, as
20 indicated above, any records reflecting such sales are no longer
21 in its possession. With the exception of the answers as else-
22 where herein provided, it is impossible to further identify
23 quantity and type of product sold and delivered; to further
24 identify and produce documents related to such sales or
25 deliveries; or to state dates on which such products were sold
26 or delivered.

27 Additionally, and in the context of either "CASE
28 SPECIFIC" or "WORK SITE" interrogatory answers as defined by

1 this General Order and/or other general orders of this, or
2 other, courts, further answers as may be contemplated or
3 requested thereunder are impossible. All available and "geo-
4 graphically defined" information pertaining to sales, work
5 sites, warehouses, or otherwise as may be contemplated or
6 requested thereunder is provided herein; same are expressly
7 provided in response to any such "CASE SPECIFIC" or "WORK SITE"
8 interrogatories that may be deemed served in any specific
9 litigation or specific file matter.

10 Should further information be located regarding the
11 subject matter of these interrogatories, THE GOODYEAR TIRE &
12 RUBBER COMPANY will supplement its answers as such information
13 becomes available.

14 Defendant, THE GOODYEAR TIRE & RUBBER COMPANY, has never
15 mined asbestos nor manufactured, distributed or sold thermal
16 insulation containing asbestos.

17 SPECIFIC ANSWERS.

18 1. (a) Hayes A. Jenkins

19 (b) THE GOODYEAR TIRE & RUBBER COMPANY, 1144 E.
20 Market St., Akron, Ohio 44316.

21 (c) Objection. The scope of inquiry of this
22 subpart is irrelevant to the subject matter of this litigation
23 and is not likley to lead to the discovery of admissible
24 evidence.

25 (d) Objection. The scope of inquiry of this
26 subpart is irrelevant to the subject matter of this litigation
27 and is not likley to lead to the discovery of admissible
28 evidence.

- 1 2. (a) THE GOODYEAR TIRE & RUBBER COMPANY
2 (b) Ohio
3 (c) 1898
4 (d) 1144 East Market Street, Akron, Ohio 44316.
5 (e) Not applicable.
6
7 3. No.
8 4. Yes, since approximately 1920.
9 5. No.
10 6. No.
11 7. No.
12 8. Yes.
13 (a) Industrial brakes, in which the brake
14 linings contained asbestos.
15 (b) 1948.
16 (c) 1972.
17 (d) Industrial brake linings were made with asbes-
18 tos type Chrysotile 7D. Percent of asbestos was 10% to
19 30% depending upon the lining. This was combined with
20 phenol-formaldehyde resin and sometimes copper and dust
21 to produce a solid molded and thermo-setting phenolite
22 compound which contained no free asbestos. There were a
23 number of different formulae at any one time and over
24 the years and specifications and formula changed from
25 time to time.
26 (e) Industrial brakes were used in off-the-road
27 hauler trucks, loaders, shuttle cars, foundry transfer
28 cars, lifters, mining cars and industrial equipment,
 etc., i.e., non-over-the-road vehicles and equipment.

1 (f) The brake linings were marked with and ink
2 stamped part numbers.

3 (g) See Subpart (e) above.

4 (h) THE GOODYEAR TIRE & RUBBER COMPANY until
5 around 1970 and its wholly-owned subsidiary, GOODYEAR
6 AEROSPACE CORPORATION, after that.

7 (i) Lake Asbestos of Quebec, Ltd.
8 P.O. Box 88
9 Black Lake, Quebec

10 Asbestos Corporation, Ltd.
11 1940 Sun Life Bldg.
12 1155 Metcalfe Street
13 Montreal, Quebec H5B 2x6

14 Johns-Manville Canada, Inc.
15 295 The West Mall
16 Etobicoke, Ontario M96 427

17 Bell Asbestos Mines, Inc.
18 P.O. Box 99
19 Thetford Mines, Quebec C6G 5S4

20 (j) None.

21 (a) Asbestos gasket material, sometimes called
22 asbestos packing material.

23 (b) About 1914.

24 (c) Discontinued in 1969 by THE GOODYEAR TIRE &
25 RUBBER COMPANY when production was transferred to
26 Goodyear Canada, Inc. Discontinued by the latter in
27 1973.

28 (d) Approximately 80% chrysotile asbestos and 20%
rubber. There were various minor changes in specifica-
tions and formulation over the years.

(e) The product was used to cut gaskets from it.

1 (f) The product was marked Goodyearite or Durabla.

2 (g) See Subpart (e) above.

3 (h) Goodyear.

4 (i) See Subpart (i) above.

5 (j) None.

6
7 (a) Industrial furnace door hose with an outer ply
8 of woven fabric of asbestos and cotton not manufactured
9 by GOODYEAR and asbestos content not known was imbedded
10 in the outer layer of rubber. Fabric content accounted
11 for approximately 10% of total product weight.
12 Industrial steam hose, including pile driver hose with
13 braided 9 cut 2-ply yarn of asbestos and cotton. The
14 ply accounted for approximately 3.78% by weight.

15 (b) GOODYEAR industrial hose.

16 (c) Furnace door hose from about 1959 until 1976
17 steam hose from about 1931 until 1970.

18 (d) See Subpart (a) above.

19 (e) See Subpart (a) above.

20 (f) GOODYEAR at its Plant 2 in Akron, Ohio, and a
21 former plant in North Chicago, Illinois.

22 (g) See Subpart (a) above.

23 (h) GOODYEAR.

24 (i) None.

25 (j) None.

26
27 Conveyor belt with asbestos burn shield. The material
28 was manufactured by others and we are unable to determine

1 asbestos content. The burn shield accounted for approximately
2 5% of the product's weight.

3 (a) GOODYEAR conveyor belt.

4 (b) Before 1962.

5 (c) 1962.

6 (d) See Subpart (a) above.

7 (e) See Subpart (a) above.

8 (f) None.

9 (g) Conveying hot material.

10 (h) GOODYEAR at its Plant 2 in Akron, Ohio.

11 (i) None.

12 (j) Not applicable.

13
14 (a) Goodyear adhesive.

15 (b) 1970.

16 (c) 1981.

17 (d) A styrene butadiene rubber resin mastic con-
18 taining 30% petroleum distillate and 1.3% asbestos.

19 (e) The product was a viscous material placed in
20 caulk tubes and used as an adhesive to bond material
21 together, for instance, in furniture repair, paneling,
22 etc.

23 (f) Goodyear.

24 (g) See Subpart (e) above.

25 (h) Goodyear at its former Ashland, Ohio plant.

26 (i) Johns-Manville.

27 (j) None.

28 9. No.

1 (a) through (f) Not applicable.
2 10. No.
3 (a) through (j) Not applicable.
4 11. No.
5 (a) through (f) Not applicable.
6 12. Yes.
7 (a) Motor Wheel Corporation, with principal office
8 at 1600 Larch Street, and subsequently 4000 Collins
9 Road, Lansing, Michigan.
10
11 (b) Unknown.
12 (c) Michigan.
13 (d) 1/17/64.
14 (e) 12/26/86.
15 (f) Plants were in Ashburn, Georgia, Rolling
16 Prarie, Indiana, Newton, Kansas, Pine Grove, Pennsylv-
17 ania, Chicago Ridge, Illinois, and La Grange, Indiana.
18 (g) The company produced electric brakes for
19 mobile homes and trailers with asbestos brake linings.
20 Also heaters which are sometimes referred to as furnaces
21 for mobile homes in which 3 or 4 pre-cut asbestos
22 gaskets were installed, usually in heat chamber
23 connections to the manifold.
24
25 (a) Goodyear Aerospace Corporation.
26 (b) 1939.
27 (c) Delaware.
28 (d) 1934.

1 (e) 1987.
2 (f) Akron, Ohio.
3 (g) Industrial brakes as described in answers to
4 prior interrogatories and aircraft brakes.
5 13. No.
6 14. No as to raw asbestos fiber. As to asbestos-
7 containing products, GOODYEAR lacks records or sufficient
8 information to enable an answer; however, belief is the response
9 is no.
10 (a) through (c) Not applicable.
11 15. Yes.
12 (a) The GOODYEAR TIRE & RUBBER COMPANY Plant 2 in
13 Akron, Ohio, from 1913 to 1976, a former plant in North
14 Chicago, Illinois from around 1959 to 1976 and a former
15 plant in Ashland, Ohio from 1970 to 1981.
16 16. See Answer to Interrogatory No. 8 above.
17 17. No.
18 (a) through (d) Not applicable.
19 18. No.
20 19. Yes.
21 (a) Asbestos packing, also referred to as asbes-
22 tos gasket material;
23 (b) Federal;
24 (c) September 23, 1919;
25 (d) 1919 through 1979;
26 (e) 1939, 1959;
27 (f) THE GOODYEAR TIRE & RUBBER COMPANY;
28 (g) Secretary of THE GOODYEAR TIRE & RUBBER CO.

1 20. No.

2 (a) through (g) Not applicable.

3 21. This answering defendant lacks sufficient
4 information to enable it to answer the inquiry made in this
5 interrogatory; however, to the best information and belief by
6 this answering defendant, the response is "No".

7 22. No.

8 (a) through (c) Not applicable.

9 23. Yes, as to advertisements published in trade
10 journals. No, as to other such documents. Such documents would
11 have been disposed of routinely in such departments where they
12 were created under GOODYEAR's record retention schedule.

13 24. Yes.

14 Such advertisements as still exist are produced.
15 See EXHIBIT "A" attached hereto.

16 25. (a) THE GOODYEAR TIRE & RUBBER COMPANY
17 Corporate Executive Offices
18 1144 E. Market Street
19 Akron, Ohio 44316

20 (b) James Boyazis, Vice President and Secretary,
21 whose address is the same as listed in Subpart (a) of
22 this interrogatory.

23 26. Not applicable.

24 27. Not applicable.

25 28. Industrial brakes and brake linings were packaged
26 in cardboard boxes of appropriate size and dimensions.

27 Asbestos gasket material was packaged in paper for
28 shipment, in flat sheets 1/64 to 1/4 inch thick and 2-foot
square and placed in cardboard boxes.

1 Hose was shipped in various lengths and dimensions
2 wrapped in burlap or cardboard.

3 Conveyor belt in varying lengths and widths was wrapped
4 in cardboard or burlap for shipment.

5 Adhesive was poured into 55-gallon drums and shipped to
6 a distributor which repackaged the product in caulk tubes.

7 29. All were marked manufactured by THE GOODYEAR TIRE
8 & RUBBER COMPANY, had the GOODYEAR winged foot logo and
9 identified the contents. The printing and such were black and
10 logos were sometimes blue and white. Gasket material manufac-
11 tured for the Durabla Manufacturing Company identified that
12 company instead, and is believed to have had the Durabla mark.

13 30. No.

14 (a) through (c) Not applicable.

15 31. Not applicable.

16 32. No.

17 33. No.

18 (a) through (e) Not applicable.

19 34. Yes, as the responsible federal agencies have
20 published regulations on asbestos in the Federal Register over
21 the years, GOODYEAR has transmitted those regulations to its
22 nationwide operations directing that they be implemented and
23 followed.

24 (a) Possibly some of such transmittals exist in
25 some files somewhere. GOODYEAR has made no attempt to
26 save them because as each federal regulation on the
27 subject issues it supercedes prior ones and GOODYEAR
28 personnel now rely on current regulations.

1 (b) Federal regulations relating to asbestos
2 which are as equally available to plaintiff as to
3 GOODYEAR are not in the custody of anyone but are freely
4 distributed to operating personnel throughout the
5 company nationwide.

6 35. Jay Wellman, M.D., Medical Director for THE GOOD-
7 YEAR TIRE & RUBBER COMPANY;

8 J. L. Holtshouser, Manager of Industrial Hygiene
9 for THE GOODYEAR TIRE & RUBBER COMPANY.

10 36. No.

11 37. (a) No.

12 (b) No.

13 (c) No.

14 (d) No.

15 (e) No.

16 (f) No.

17 (g) No.

18 (h) No.

19 (i) No.

20 (j) Yes.

21 (k) No.

22 (l) No.

23 (m) No.

24 (i) Not applicable.

25 38. (a) 1954 through 1988.

26 (b) All general publications and those peculiar
27 to subcommittees to which GOODYEAR representatives
28 belonged which issued over the period.

(c) Ergonomics subcommittee and Rubber & Plastic Subcommittee.

39. No.

40. Yes.

(a) Journal of Occupational Medicine.

(b) 1947.

(c) J. L. Holtshouser, THE GOODYEAR TIRE & RUBBER COMPANY, Corporate Headquarters, Akron, Ohio.

41. No.

42. No.

43. Yes.

(a) Plant 2 Akron, Ohio around 1970. Ashland, Ohio plant around 1970 to 1981.

(b) See Subpart (a) above.

(c) Corporate Industrial Hygiene Department.

(d) Yes, in part.

(e) Corporate Industrial Hygiene Department.

44. No.

(a) through (e) Not applicable.

45. No.

(a) through (e) Not applicable.

47. No.

(a) through (d) Not applicable.

48. No.

(a) through (d) Not applicable.

49. No.

(a) through (c) Not applicable.

50. One record suggests that such a claim was made in

1 1981. However, the first claim that GOODYEAR can verify with
2 its records was made on 5/24/85.

3 51. Objection. This interrogatory is overly broad,
4 lacking in particularity, response would be unduly burdensome,
5 the information sought is immaterial in view of admission
6 asbestos-containing products were produced, is not relevant to
7 any other issue relative to this defendant and not calculated to
8 lead to evidence which is either probative or admissible at time
9 of trial.

10 52. Objection. This interrogatory is overly broad,
11 lacking in particularity, response would be unduly burdensome,
12 the information sought is immaterial in view of admission
13 asbestos-containing products were produced, is not relevant to
14 any other issue relative to this defendant and not calculated to
15 lead to evidence which is either probative or admissible at time
16 of trial.

17 53. Yes.

18 (a) - (c) GOODYEAR entered into contracts with
19 various insurers to cover both this company and all its
20 subsidiaries effective the dates shown below.

21 Hartford Accident & Indemnity Co. 7/1/40-1/1/49

22 Liberty Mutual Insurance Co. 1/1/49-1/1/53

23 Continental Casualty Co. 1/1/53-1/1/61

24 The Aetna Casualty & Surety Co. 1/1/61-1/1/71

25 The Travelers Indemnity Co. 1/1/71-1/1/77

26 The aforelisted insurers provided general liability
27 coverage with limits of \$300,000 per person, \$1,000,000
28 per occurrence for bodily injury. Since 1/1/77,

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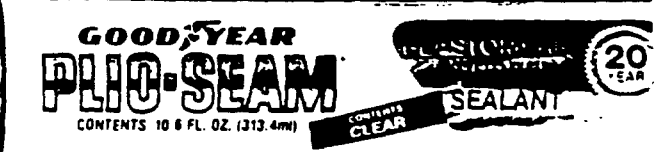
GOODYEAR has been self-insured for primary limits.

- 54. No.
(a) through (g) Not applicable.
- 55. No.
(a) through (g) Not applicable.
- 57. No.
(a) through (f) Not applicable.

DATED: January 29, 1991 ERICKSEN, ARBUTHNOT, BROWN,
KILDUFF & DAY, Inc.

By: _____
WILLIAM G. HOBACK

BUY TWO,



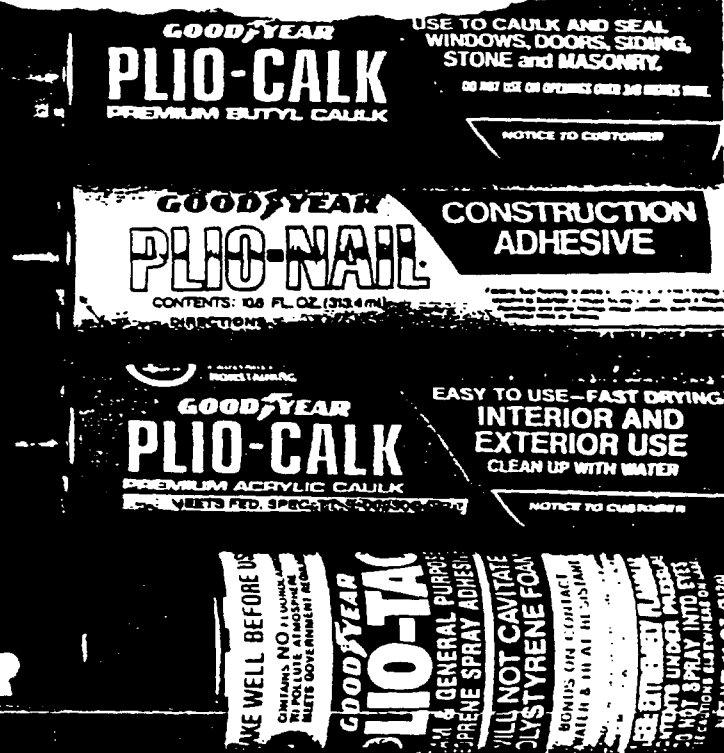
Take advantage of this golden opportunity to sample full size packages of all these outstanding Goodyear adhesives products. You pay only \$3.49 for two items and get the other four free — a \$16.00 value. Simply return coupon with your check or take this ad to your local Goodyear dealer or building materials distributor.

W. J. Ruscoe Company, Dept. QR
P. O. Box 2746
Akron, Ohio 44301

Enclosed is my check for \$3.49. Please send me a Goodyear adhesives 6-pack. (Offer expires July 15, 1983)

NAME _____
COMPANY _____
STREET _____
CITY _____ STATE _____ ZIP _____

GET FOUR FREE!



GOODYEAR
CHEMICALS

GY-CHM-P30014
Buy Two, Get Four Free
Pg. 4/C Bld.
8-3/8 x 11-1/8 Bld.
7-3/8 x 10-1/8 LM
Qualified Remodeler

Plio-Nail, by Goodyear. **It just might make** **the nail obsolete.**

Plio-Nail* panel and construction adhesives can take care of almost every bonding project—inside and out, whether maintenance, or a complete remodeling job.

Use Plio-Nail construction adhesive for T&G flooring, house siding, stair treads/risers, blown shingling and roofing, drywall, metal, tile... even concrete and cement block.

Plio-Nail panel adhesive bonds wall panels, drywall, hardboard, corkboard, foam insulation... to studs, masonry, drywall or concrete.

Plio-Nail construction adhesives meet tough building codes and HUD requirements.

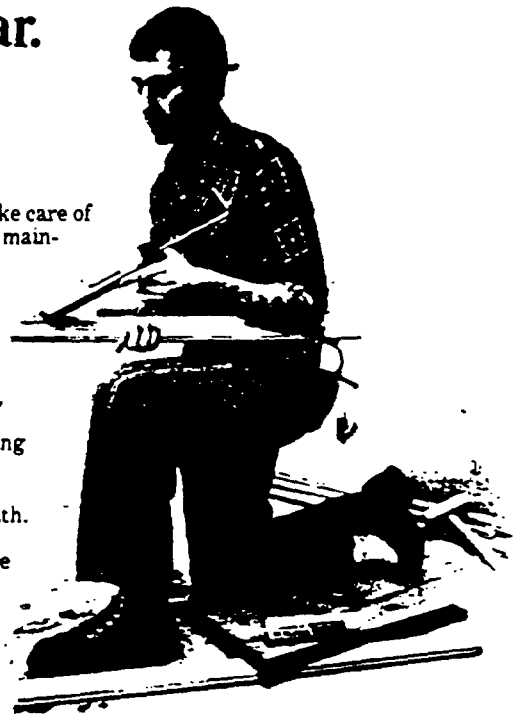
Look for the Goodyear blimp display in your store.

You'll find both Plio-Nail adhesives right underneath.

And probably notice less nails.

Contact W. J. Ruscoe at (216) 253-8148 for the store nearest you.

GOODYEAR
CHEMICALS



GY-CHM-P30352 - Revised

Page 04 word

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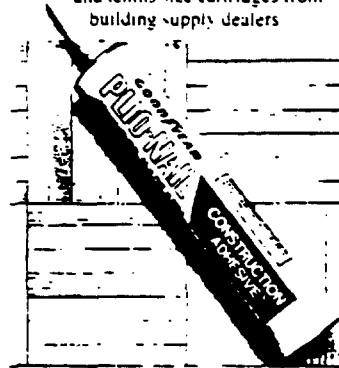
Lm 77 16 x 4 11 1/2

Family Handyman—May, June 1979

N W Ayer ~~AN~~ International

Goodyear Plio-Nail puts it all together.

New Goodyear Plio-Nail[®] construction adhesive has high strength and excellent aging properties. Specially designed for bonding joists, flooring and siding. Meets HUD Specification AFG-01. Available in quarts and tenths size cartridges from building supply dealers.



094-980-77-NP-0017
1/6-page B&W
Professional Builder &
Apartment Business -- March 1977

Plio-nail, by Goodyear.

It just might make the nail obsolete.

Plio-Nail[®] panel and construction adhesives can take care of almost every bonding project—inside and out, whether maintenance or a complete remodeling job.

Use Plio-Nail construction adhesive for T&G flooring, house siding, stair treads/risers, blown shingling and roofing, drywall, metal, tile...even concrete and cement block.

Plio-Nail panel adhesive bonds wall panels, dry-wall, hardboard, corkboard, foam insulation...to studs, masonry, drywall or concrete.

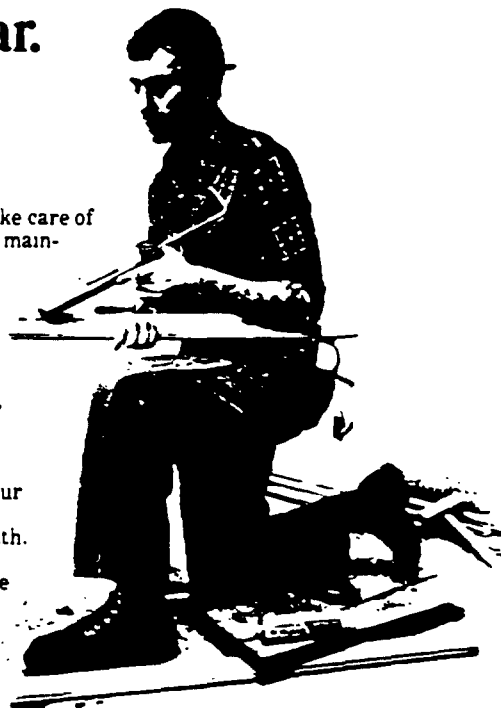
Both types meet tough building codes and HUD requirements.

Look for the Goodyear blimp display hanging in your store.

You'll find both Plio-Nail adhesives right underneath. And probably notice less nails.

Contact W. J. Ruscoe at (216) 253-8148 for the store nearest you.

GOODYEAR
CHEMICALS



094-980-79-NP 0552

1/2 page 6&w old

Bld 8 3 16 x 5 1/2

Lm 7 7 16 x 4 1 1/2

Family Handyman—

How To—Nails

N Wayer /AVBHI International

Plio-Nail. Tough as nails.



New Goodyear Plio-Nail[®] panel adhesive develops sufficient strength to hold a 4 x 8 panel firmly in place—even without nails.

You can use this remarkable new adhesive to bond wall panels, dry wall, hardboard, corkboard or foam insulation to masonry, studs,

subfloor, drywall or concrete.

Plio-Nail goes on easily in one step. Eliminates finishing work on dry wall. Sets automatically. And eliminates nail pops.

Goodyear Plio-Nail panel adhesive is available in stores everywhere. Stick with

GOODYEAR

© 1980 Goodyear Tire & Rubber Company. All rights reserved. Goodyear, Plio-Nail and the Goodyear logo are registered trademarks of Goodyear Tire & Rubber Company.

Plio-Nail. Tough as nails.

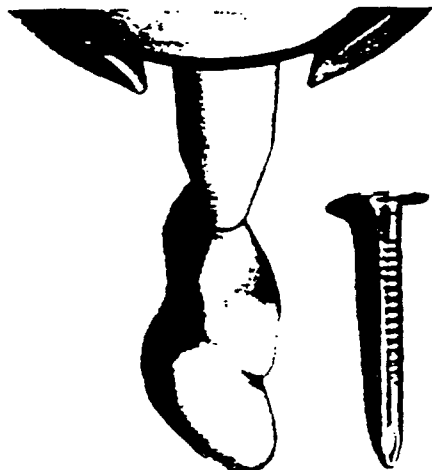
New Goodyear Plio-Nail™ panel adhesive develops sufficient strength to hold a 4 x 8 panel firmly in place—even without nails. Bonds wall panels, drywall, hardboard, corkboard or foam insulation to masonry, studs, subfloor, drywall or concrete. Goes on in one step. Shims automatically. Eliminates nail pops. Available in stores everywhere. Stick with it.



GOODYEAR Plio-Nail is a registered trademark of Goodyear Chemical Company. © 1975 Goodyear Chemical Company.

GOODYEAR Plio-Nail is a registered trademark of Goodyear Chemical Company.

Goodyear Chemical Company, Akron, Ohio 44316.



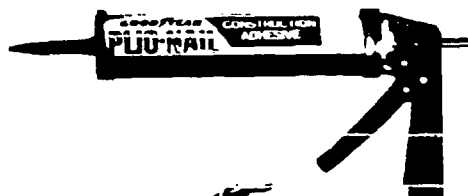
Plio-Nail vs. The Nail

Goodyear Plio-Nail™ construction adhesive is designed for tough sub-flooring and joist work. Plio-Nail® panel adhesive is for drywall and paneling installations.

Plio-Nail bonds tight to eliminate some of the headaches caused by nails. With Plio-Nail there's no worry about nails popping, squeaking joints or finishing work on drywall. Plio-Nail is fast, easy and strong for both paneling and construction. Both types meet tough building code and HUD requirements.



Look for the Goodyear blimp display hanging in your store. That's where you'll find Plio-Nail adhesives. Tough as nails.



GOODYEAR
CHEMICALS

Plio-Nail, by Goodyear.

It just might make the nail obsolete.

They just might be some of the hottest-moving items in your inventory this year, too!

Reason: panel and construction adhesives are really catching on with consumers. They're learning how and where to use them—from big jobs, like flooring and paneling, to minor repairs. And they know how easy and fast—even fun—adhesives are to work with.

This accomplished, which adhesives do they choose? Plio-Nail! Because they've seen Plio-Nail advertised in major, national do-it-yourself magazines. And because they recognize and trust the Goodyear name.

Your in-store display is

another grabber!

Customers can test Plio-Nail adhesives' tough bond using their own strength... they literally sell themselves! Not surprising, because Plio-Nail construction adhesive has passed tight building codes and meets all requirements of AFG-01 and HUD-FHA Use-Of-Materials bulletin #60.

Finding Plio-Nail adhesive in-store?

Only Goodyear gives you draw power like this—a large, blow-up blimp to "fly" over your merchandiser.

It's one of America's best-recognized symbols of quality!

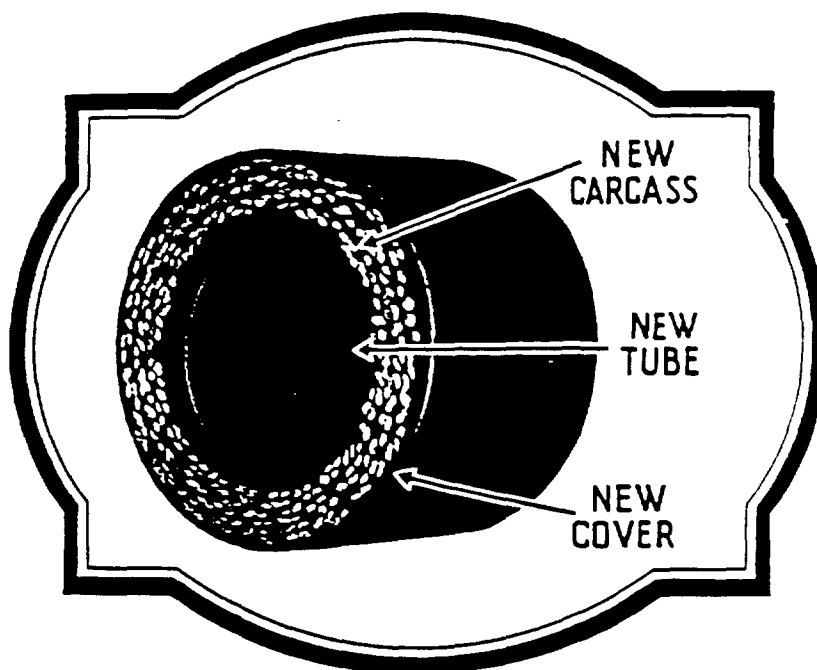
Call your Building Material Distributor representative for full promotion package, display, and stock.

Fix-up time is Plio-Nail time.

A "clean-up" opportunity for you!



GOODYEAR
CHEMICALS



NOW, A NEW GOODYEAR ASBESTOS CORD STEAM HOSE

Another major development by Goodyear which shows you why this line of Mechanical Rubber Goods makes sales for you

So far as existing materials permitted, Goodyear was making a fine steam hose. But Goodyear designers wanted a carcass stock that had higher resistance to steam under pressure. They found it in asbestos-treated cord. Then they built a cover and tube

to measure up to the stubborn life of the new material.

The tube of this new Goodyear Asbestos Cord Steam Hose has proved by test that it has 12 times greater resistance under pressure and heat to hardening, cracking, blistering, and swelling than the best cotton-fabric steam hose. The carcass of the new hose — the "weakest link" in ordinary hose — has 5 times better than normal resistance to heat and flexing. The cover has

strength and toughness fully equal to tube and carcass — an expert Goodyear production for an exacting job.

There are constant new developments in the line of Goodyear Mechanical Rubber Goods. A searching development policy makes business for the Goodyear dealer. Find out about the Goodyear franchise. For complete information, write to Goodyear, Akron, Ohio, or Los Angeles, California.

THE GREATEST NAME IN RUBBER

GOODYEAR

BELTS • MOLDED GOODS • HOSE • PACKING

2 more in this

'36 -- Jim -- I found another copy of this series of ads. Do you want this copy of ad?

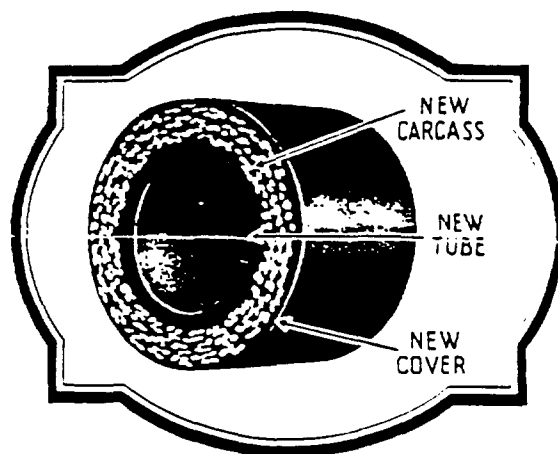
... I received the promotional plates from the ... (I have not seen the plates before). I like this ad in the and thought you might be interested.

Dean Henderson
11.10.31

POWER, SEPT. 3, 1931

SOUTHERN POWER JOURNAL, OCT. 1931

Guarded with ASBESTOS!



*a new Goodyear Asbestos Cord Steam Hose
with unusual resistance to heat and pressure*

STEAM hose can become a pretty costly item around power houses. Under the combined effects of heat and pressure the poorer grades go to pieces fast. And until recently, even the best grades of cotton-fabric-steam hose had a tough road to travel.

Now, by the introduction of a famous heat-resisting material, Goodyear has made a steam hose with many times the service life of old-fashioned

hose, yet it costs the material. It is woven into the carcass of the hose in the form of a NET. Three double braids are utilized which give the new hose more than 5 times normal resistance to heat and flexing. The tube has 12 times greater resistance to pressure and heat than the old cracking, blistering, and scaling than the older cotton fabric hose. The cover has strength and toughness built up to the hard-

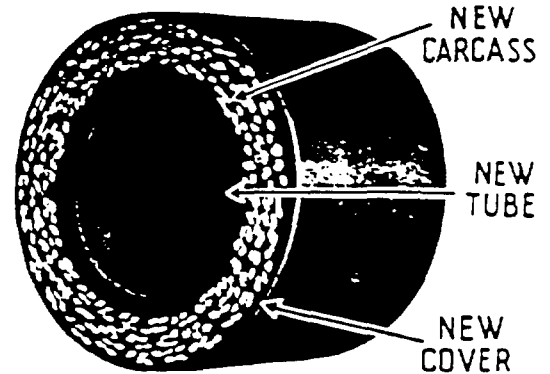
est work you can put it to. Goodyear Asbestos Cord Steam Hose is fine modern hose to save money for you in boiler cleaning and on other jobs about the plant. The G. T. M.—Goodyear Technical Man—will show it to you. Steam, Welding, Air, or Water Hose—you should have the special Goodyear toughness of hose. Just write to Goodyear, Akron, O., or Los Angeles, Cal., and ask the G. T. M. to call.

THE GREATEST NAME IN RUBBER
GOOD YEAR

BELTS • MOLDED GOODS • HOSE • PACKING

**BOTH THE
LATEST
AND
GREATEST
IN RUBBER**

*The newest success in steam hose
— Goodyear Asbestos Cord*



GOODYEAR is not only the Greatest Name in Rubber. Goodyear means the latest, tested, proved successful developments in rubber.

Aware that industry is constantly changing, improving its processes, Goodyear engineering and Goodyear manufacturing keep fully abreast of the new requirements with new developments in Goodyear Mechanical Rubber Goods.

The result is that industries of all types where rubber is used are confidently looking to Goodyear for the latest and best.

This creates a constantly growing demand for the scores of better mechanical rubber goods that bear the Goodyear name. The Goodyear franchise opens the door to this growing market. Investigate it. A line to Goodyear, Akron, Ohio, or Los Angeles, Calif., will bring full information.

***Latest Goodyear
developments in
Mechanical Rubber
Goods***

- The Goodyear COMPASS
Endless Belt
- The Goodyear THOR Belt
Seamless
- The Goodyear COMPASS
Cord Oil Well Belt
— DOUBLE
- The Goodyear Emerald
Cord Air Hose
- The Goodyear Emerald
Cord Hy-Pressure
Water Hose
- The Goodyear Asbestos
Cord Steam Hose

TUNE IN:

Goodyear invites you to hear
John Philip Sousa and his Band
... Arthur Pryor and his Band ...
Revellers Quartet and Goodyear
Concert-Dance Orchestra ...
every Wednesday and Saturday
night over N. B. C. Real Network,
WEAF and Associated Stations

THE GREATEST NAME IN RUBBER

GOOD YEAR

BELTS • MOLDED GOODS • HOSE • PACKING

Goodyear Durability:

**The SCL-2 brake stands up to
rugged operating conditions with
low cost per hour of operation.**

After perhaps the most extensive and difficult test program any brake has ever been subjected to—Clark Equipment Company selected Goodyear brakes for their Model 175 front-end loader.

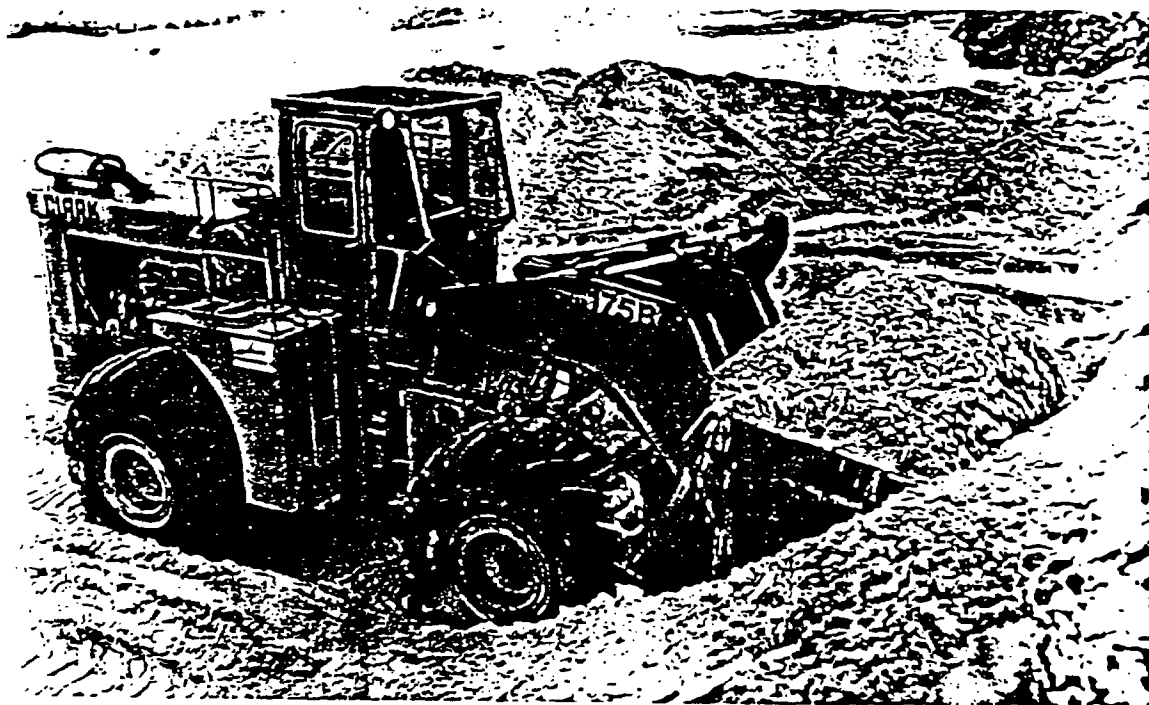
And what a test program it was. Only after two years of laboratory testing—stress coat, strain gage, cycle at 2300 psi, cycle-torque, thousands of stops on the dynamometer at disc temperatures up to 700° F. and many more—did Clark allow the brake to be field tested.

Field test locations and operations were picked as being the most adverse available. An addi-

tional two years of operating in sand, gravel, rock, chemicals and snow proved Goodyear's SCL-2 to be the most consistent low cost per hour of operation, outlasting competition by a wide margin.

When you face difficult braking requirements, turn to Goodyear. For complete information, call Jim Evans, Marketing Manager, Industrial Brakes, Goodyear Aerospace Corporation, P.O. Box 427, Berea, Kentucky 40403. (606) 986-9331.

**We know how
to make things work.**



GOODYEAR
INDUSTRIAL BRAKES

GY-AER-P00704C
Pg 4 of 31d
LM 7' x 10"
Eng & Mining Jnl — Feb 80

NW Ayrer  International

If it moves, Goodyear can stop it.

It's a fact, that as a leader in disc brake technology, Goodyear can supply brakes to meet any requirement. We offer the broadest line of industrial disc brakes in the world today, with caliper sizes from 2½ lbs. to 300 lb. units. Any applications, large or small, truck or machine, Goodyear can do the job.

Disc brakes offer a variety of advantages over band and shoe brakes. They're compact and can perform in both static or dynamic applications with equal reliability. Their non-self-energizing characteristics assure smooth, controlled braking and superior control. The large exposed disc surface dissipates energy rapidly.

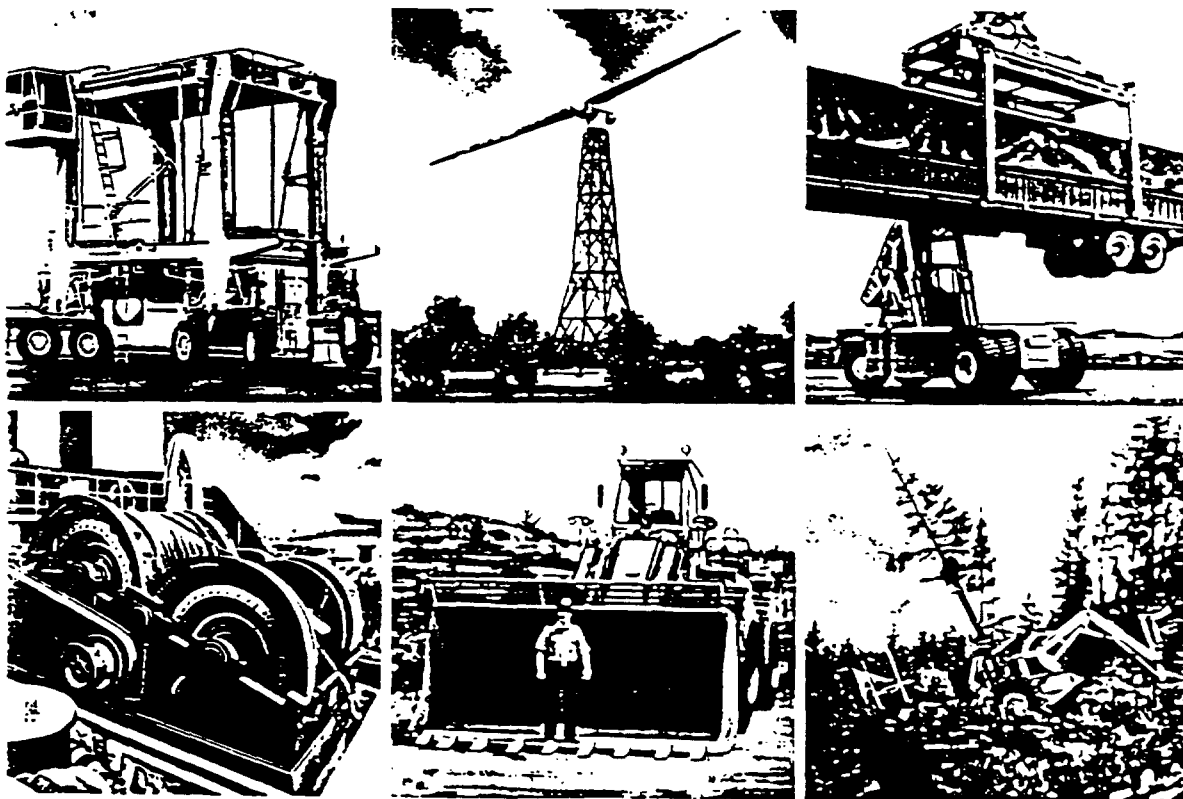
Goodyear develops and manufactures its own friction materials. Friction materials

that exhibit minimum fade at high temperatures and energy rates.

Chances are, you're probably using a Goodyear friction lining now. Doesn't it make good sense to come to the source and go Goodyear all the way.

A major plant expansion at our Berea plant puts us in a better-than-ever position to fill your needs. So if you make something that moves, call on us to stop it. Contact Stan Spencer, Product Manager, Industrial Brakes, Goodyear Aerospace Corporation, Glades Road, Berea, Kentucky 40403, (606) 986-9781.

**We know how
to make things work.**



GOODYEAR
INDUSTRIAL BRAKES

GOODYEAR
Aerospace
GY-AER-P10845
Page—4/c—Bleed
Industry Week—June 29, Aug. 24, 1981
N W Ayer & Sons International

Goodyear disc brakes. More efficient, more effective than band brakes under dynamic operation.

As a leader in disc brake technology, we supply brakes for bow thrust engines, propeller shafts, anchor windlasses, winches, as well as other uses.

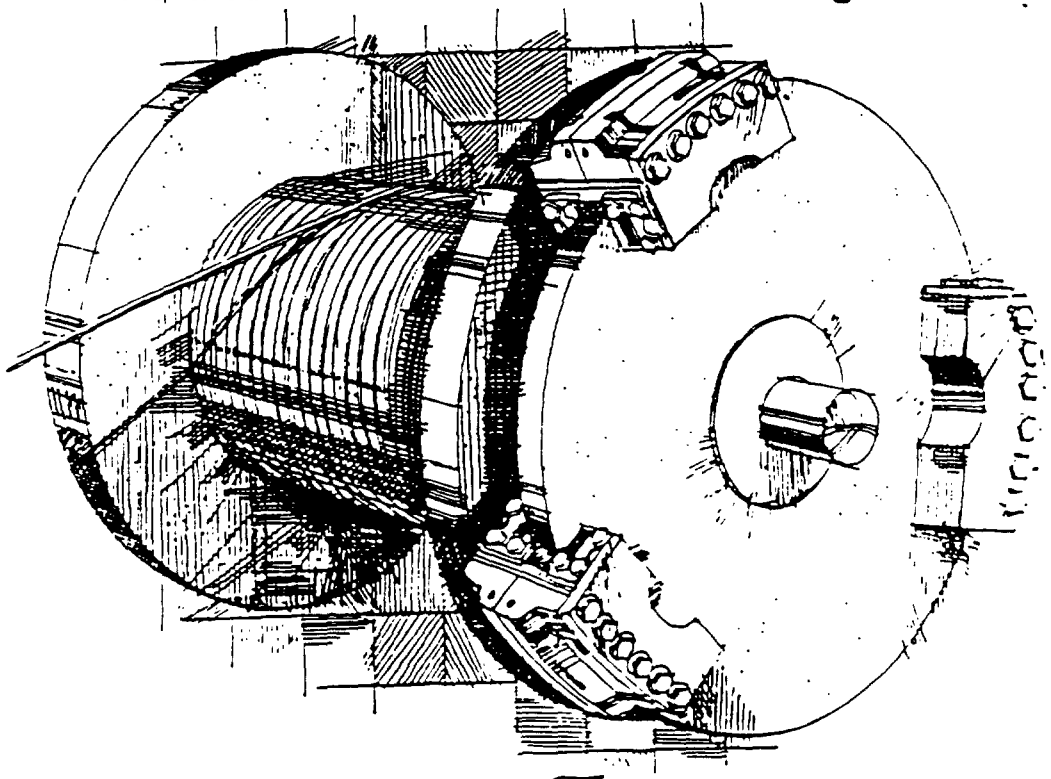
Disc brakes offer many advantages over band and shoe brakes. They are smaller. They can perform in both static and dynamic situations. Their non-self-energizing characteristic assures smooth, controlled payout and superior brake control. The large exposed disc surface dissipates more energy and heat.

Goodyear-manufactured friction materials exhibit minimum fade at elevated temperatures and high energy input rates. As the linings wear, pistons continually advance, keeping displacement constant for each application. Quick change lining design allows minimum downtime for replacement.

Our disc brakes are available in a complete line of caliper designs from 2½ lb. units to 300 lb. designs with varying caliper multiples, disc thicknesses, operating pressures, etc., one brake caliper can be used across a complete product line.

Goodyear has been supplying brakes for aircraft trucks and earth moving equipment for nearly fifty years. We can help you, too. For more information, contact Evans, (606) 936-9381 or write: Marketing Manager, Industrial Brakes, Goodyear Aerospace Corporation, Box 427, Berea, Kentucky 40403.

**We know how
to make things work.**



GOODYEAR
INDUSTRIAL BRAKES

GY-AER-P10877
Goodyear Aerospace
Industrial Brakes
Marine Winch Revisé
1 page D/W C'd
Workcat—Feb. Apr. Aug

N W Ayer ~~AUSIM~~ International

Goodyear Brakeability:

**Disc brakes, more efficient,
more effective than band brakes
under dynamic operation.**

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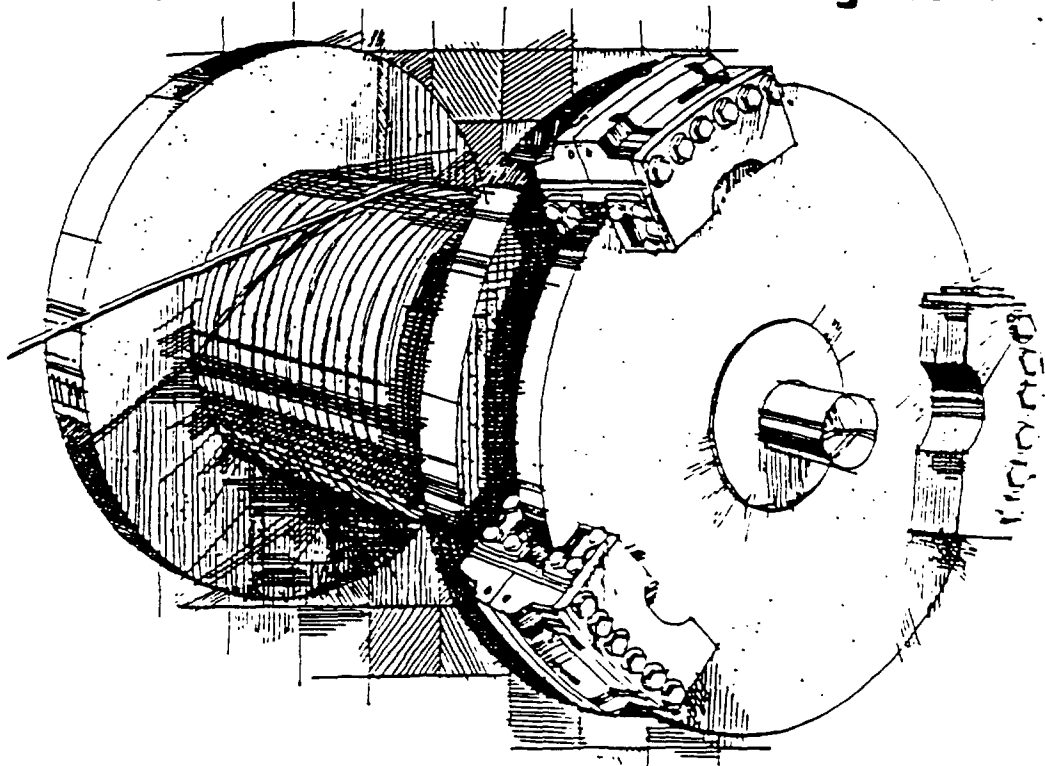
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For complete information, call Jim Evans, Marketing Manager, Industrial Brakes, Goodyear Aerospace Corporation, Box 427, Berea, Kentucky 40403, (606) 956-9331.

**We know how
to make things work.**



GOODYEAR
INDUSTRIAL BRAKES

GY-AER-P00705

Jr. Pg. B.W Bid.

Bid: 8 x 11

LM: 7 x 10

Martime Reporter—January 15, 1980

N Wayer /AUSA International

BrakeAbility

**For marine applications,
Goodyear disc brakes perform.
Dynamically, statically...and economically.**

Goodyear disc brakes are available in a wide range of sizes and configurations to meet the demands of marine applications. They are designed to provide maximum performance in both static and dynamic conditions. Their design is based on the latest in brake technology, and they are built to last.

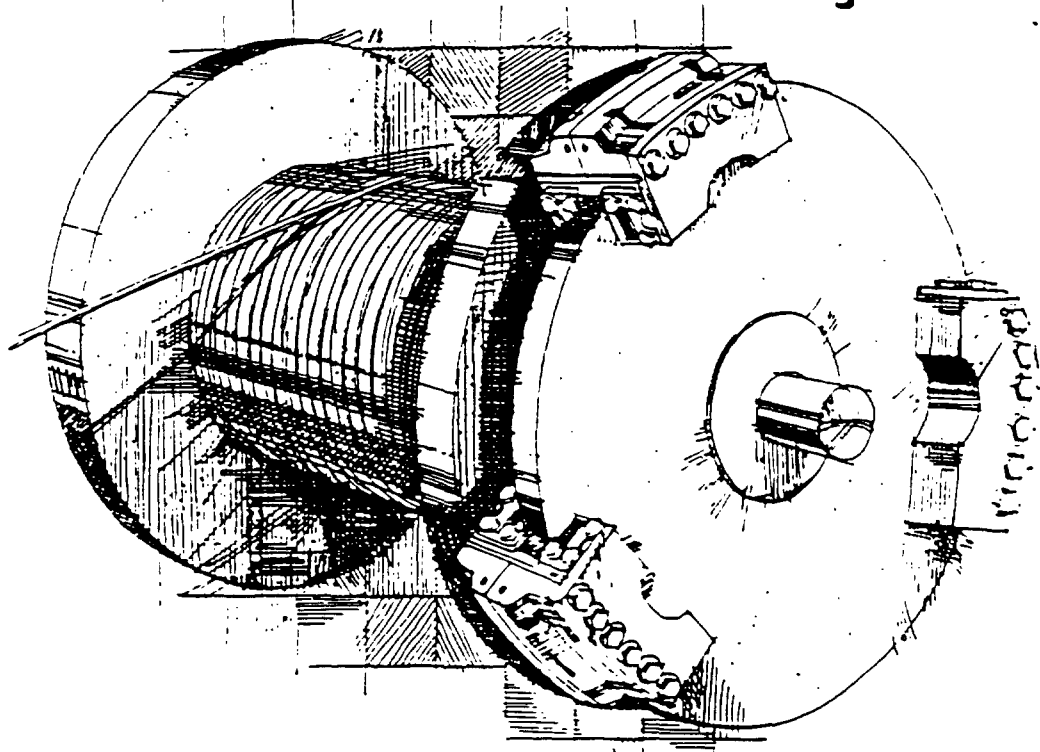
Goodyear disc brakes are built to last. They are designed to provide maximum performance in both static and dynamic conditions. Their design is based on the latest in brake technology, and they are built to last.

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**We know how
to make things work.**



GOODYEAR
INDUSTRIAL BRAKES

62-AEP-P90531

Jr. Pg. 8 W 8d

Bld 8 x 11

LM 7 x 10

Maritime Reporter—Sept. 1979

N W Ayer & Sons International

Tough Brakes.

Goodyear outbrakes the competition in severe, big hauler tests.

When Canada recommended severe, new braking requirements, Unit Rig decided to compare competitive brake systems for use on their large Mark-Series trucks.

The test was a tough one: effectively stopping a vehicle weighing over 500,000 pounds, rolling down a 10% grade at speeds up to 25 mph.

The winner—Goodyear's SCL 19-2 brake. Three calipers mounted on a 40" disc in each front wheel provided

sufficient braking torque to decelerate the truck in stopping distances shorter than the proposed requirements, proving its superiority over all other braking systems.

Each of the three calipers is designed to develop over 1,000,000 inch-lbs. of torque at a hydraulic pressure of 3,000 psi. The Canadian tests used 75% of design torque.

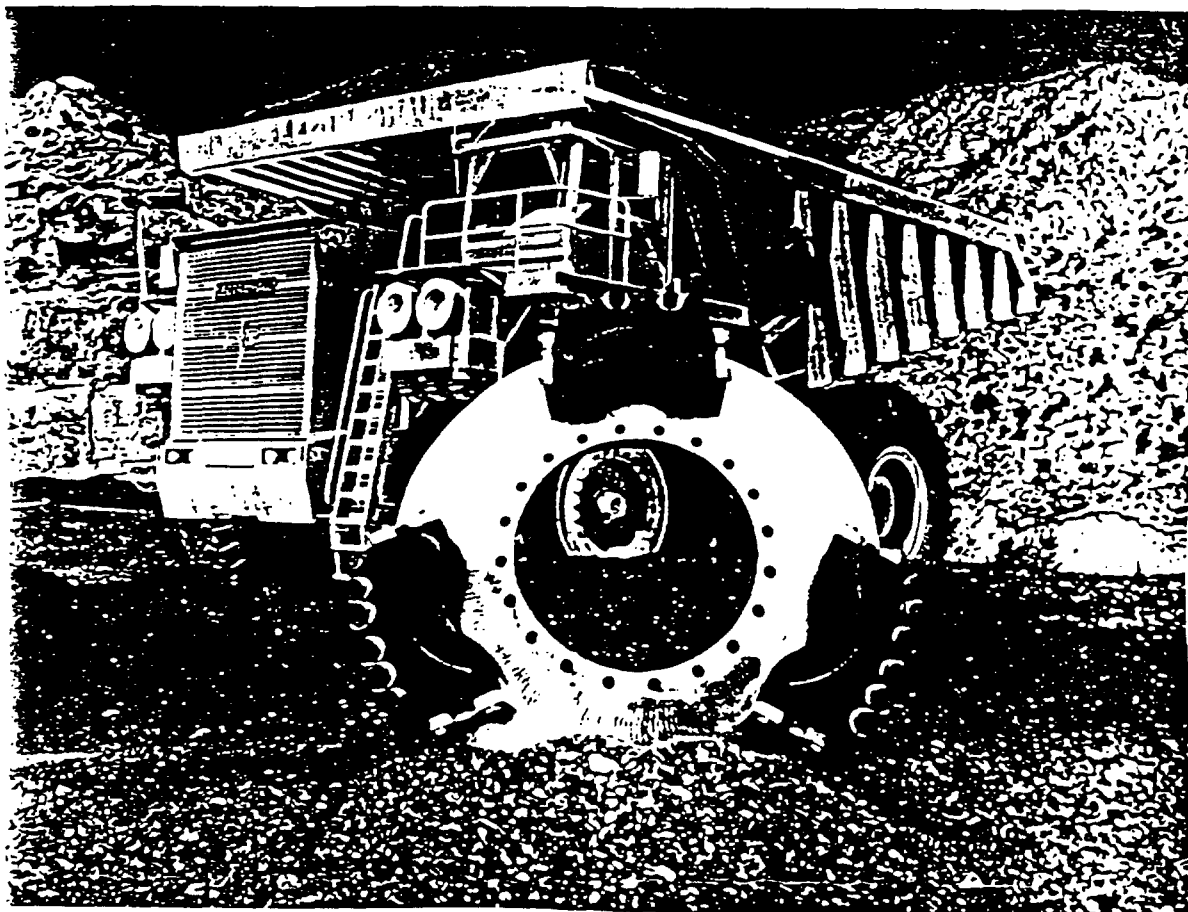
The lining material, specially developed and manufactured by

Goodyear, provides consistently high brake torque at severe energy rates with disc temperatures over 900°F.

You should think about replacing your brakes with Goodyear too. We make more kinds of industrial brakes than anybody else.

So find out now about the one that's best for you by writing to: Goodyear Industrial Brakes, Box 407, Berea, Kentucky 40403. Or phone us, call (606) 936-9331.

GOODYEAR
INDUSTRIAL BRAKES



AD #094-900-77-HP-0027

To appear in:

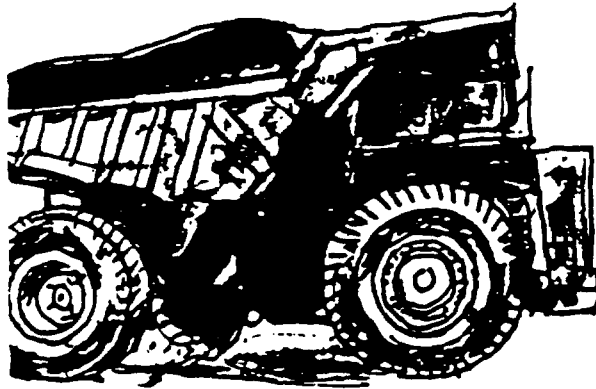
Engineering & Mining Journal - August

Page 4-clr bld.

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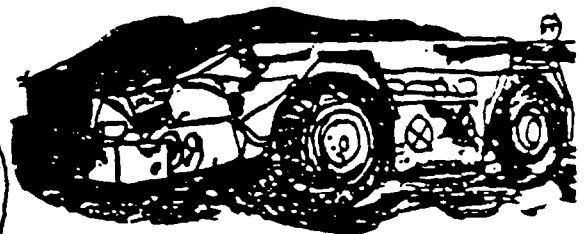
LM: 7 1/2 x 10 1/8

brake problems, talk some torque with us.



Goodyear has the brakes to help dig you out from under the new safety standards requirements. Proven designs—with spring-applied hydraulic release—to meet torque demands up to 440,000 lbs/ins. And all of them meet OSHA's specifications for automatic parking and emergency brake features.

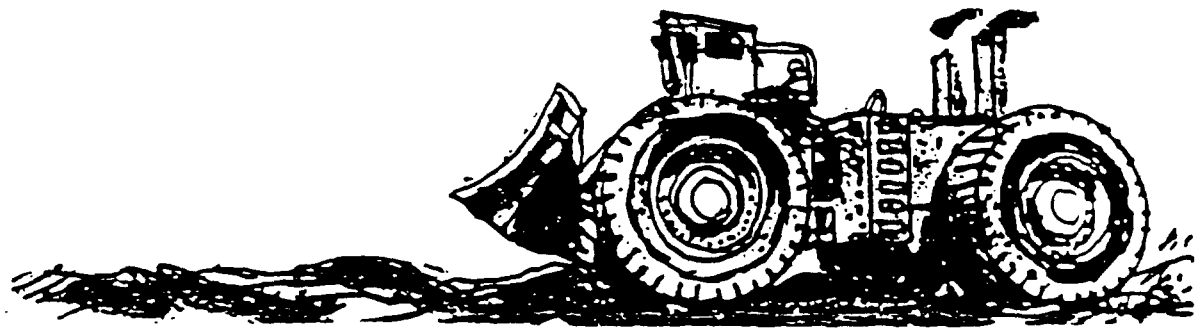
So, whether your problems are with shuttle-cars, shovels, trucks, loaders, whatever—in surface, sub-surface, or partial-water environments—when you need to solve brake problems, it's time to talk some torque with your Goodyear man.



He'll tell you all about our full line of economical off-the-shelf disc-brake designs, and our total capability to meet all your future brake requirements.

Call or write him today. Goodyear Industrial Brakes, Berea, KY 40403. (606) 986-9351

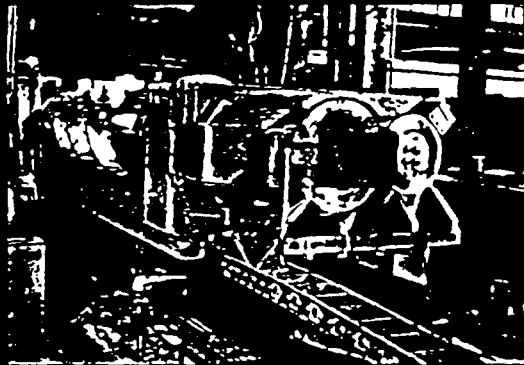
GOODYEAR
INDUSTRIAL BRAKES



094-932-74-NP 0469-1 09. b/w bld. 8.5/16x11 5/16-Trade, 1974-C-54646-P-1-4-B-74-1A
W. W. Aver & Son, Inc. Engineering & Mining Journal

June
August
October

Brake a 16-ton forging without a slip

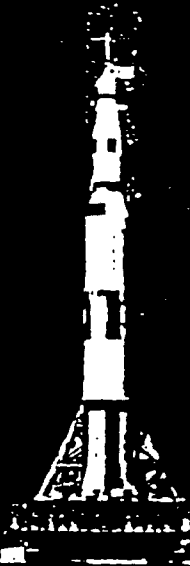


Goodyear disc brakes hold 20-foot steel alloy slugs tight enough for rough cutting; then control rotation precisely enough for finishing cuts.

Goodyear brakes are a sure thing. Goodyear Industrial Brakes, Dept. L-18, Akron, Ohio 44316.

GOODYEAR
INDUSTRIAL BRAKES

Stop a Saturn rocket in its tracks



What does it take to stop the world's largest tracked vehicle, plus a giant Saturn V rocket, plus the rocket's whole launch tower? Only sixteen 32"

Goodyear disc brakes. They have what it takes. Goodyear Industrial Brakes, Dept. L-18, Akron, Ohio 44316.

GOODYEAR
INDUSTRIAL BRAKES

Two small Goodyear disc brakes hold 16-ton forgings— without giving an inch.

Adamson United Company mills 20-foot alloy steel blanks into extruder screws—with the help of four Goodyear disc brakes.

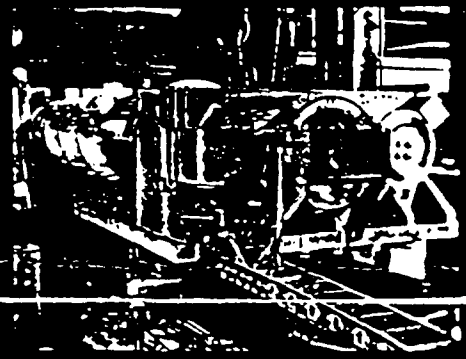
Two brakes lock the workpiece while the huge forgings are rough-cut under tremendous pressure. Two additional brakes control rotation of the workpiece for smooth finishing cuts.

Results? The compact size of the Goodyear brakes simplified the design of the milling machine headstock.

Their positive grip prevents slippage that could break tools and turn expensive forgings into scrap.

That's what Goodyear disc brakes are doing for Adamson United. What can they do for you?

Write Goodyear, Industrial Brakes, Dept. I-20, Akron, Ohio 44316.



GOODYEAR
INDUSTRIAL BRAKES

Tap your foot— and stop 60 tons.

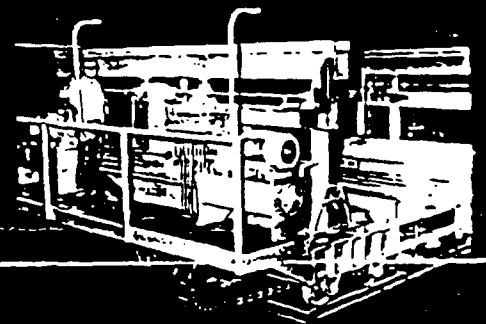
It used to take a brake pedal three feet long to stop a Star Foundry transfer car.

Now it takes only two Goodyear disc brakes—and no more effort than stopping an automobile. Even when the transfer car is carrying 60 tons of brick or pipe.

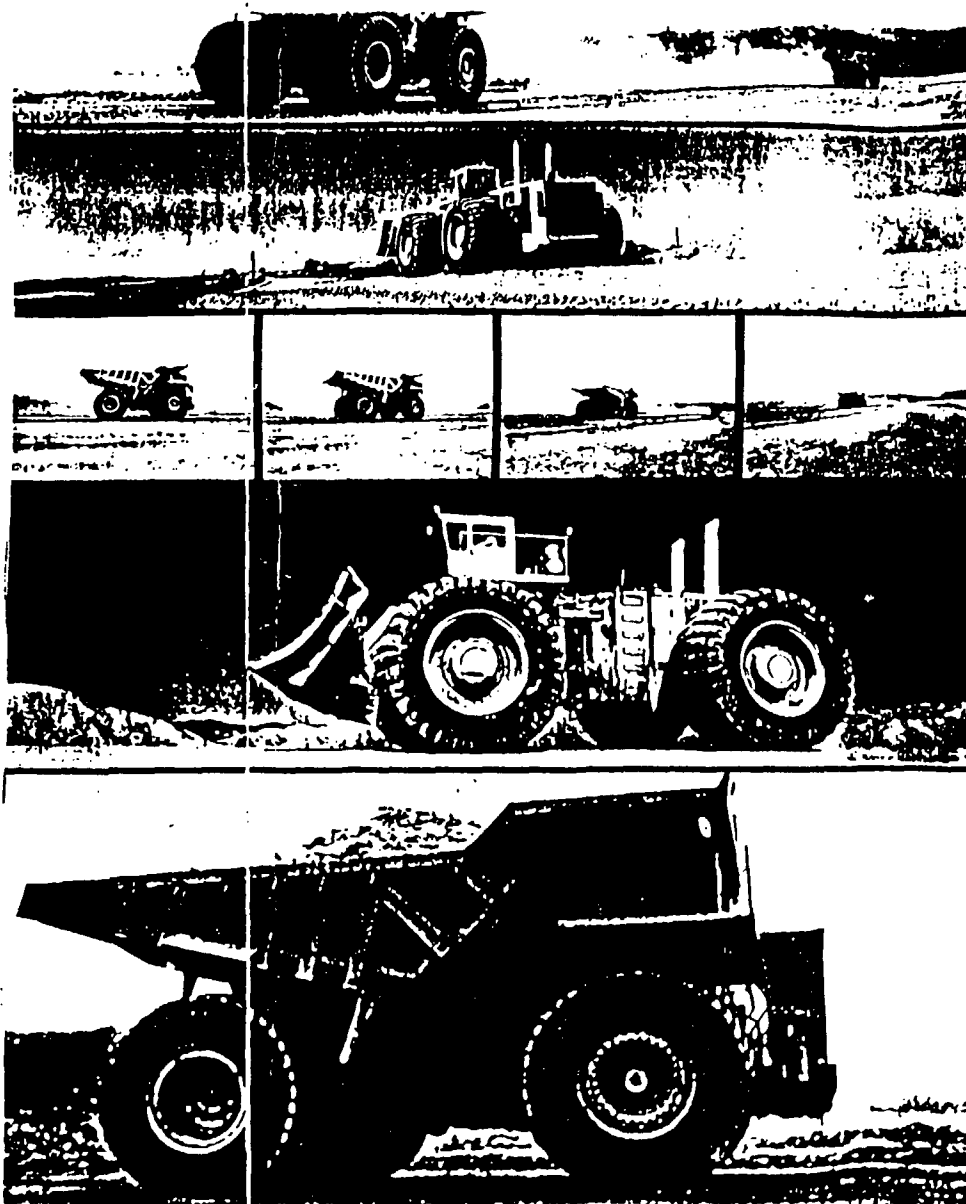
Maintenance is less work, too. No disassembly is needed to check the Goodyear brakes, because they can be inspected at a glance. And servicing requires just a few minutes.

Goodyear hydraulic disc brakes have what it takes at Star Foundry & Machine Co. See what they can do for you.

Write Goodyear, Industrial Brakes, Dept. H-18, Akron, Ohio 44316.



GOODYEAR
INDUSTRIAL BRAKES



A lot of good stops will start at Goodyear's new brake plant.

There's a new commitment at Goodyear. A commitment to develop and produce industrial disc brakes that offer you the best performance at the lowest possible cost. Our new plant in Berea, Kentucky, is a big step in that direction.

Everything about this new plant is directed to fulfilling the commitment.

We're installing the most up-to-date equipment. We're staffing it with highly experienced engineers who have deep strength and expertise in designing industrial disc brakes for a variety of applications.

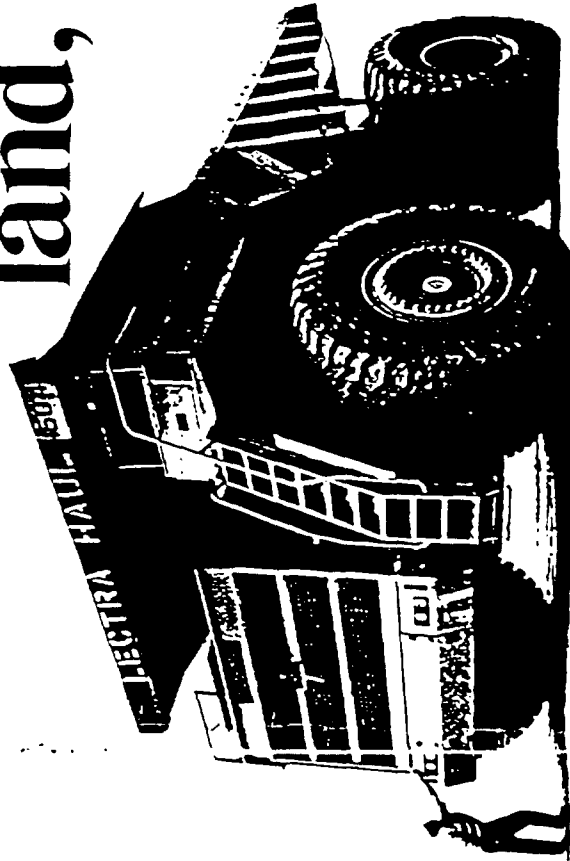
They will work with you to create a brake design that meet your specifications and provides optimum performance.

We would welcome the opportunity to work on your next brake problem. Write for our catalog that describes our complete capabilities. Goodyear Industrial Brake Operations, Dept. 0170, P.O. Box 427, Berea, Kentucky 40403.

GOODYEAR
INDUSTRIAL BRAKES

Goodyear has

on land,



Goodyear designed and built the best brakes for the world's largest off-highway truck. Our brakes are on an assortment of underground mining equipment, including the shuttle car shown here. For a fork lift, manlift, or other off-highway vehicle, we can design a brake system that will operate under water, when wet, or in any other extreme condition. And our brake design is made by the industry. And our brake design is made by the industry.

stopping power

under water,



underground.

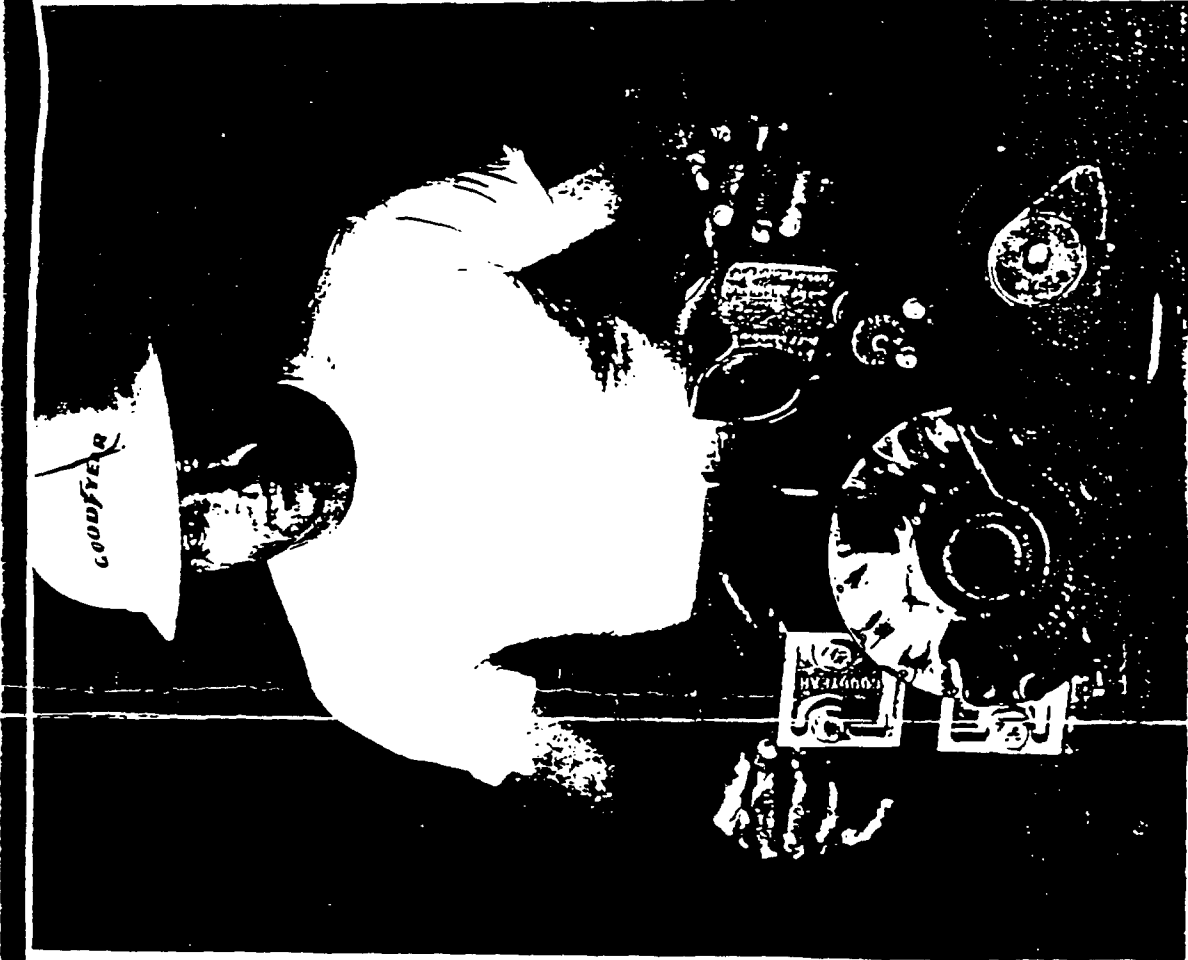


the brakes for your equipment. Our new plant in Berea, Kentucky gives us even more design, engineering, and manufacturing strength. We can give you maximum value for your dollar.

Write to us about your brake requirements. And send for our catalog that describes our stopping capabilities. Goodyear Industrial Brake Division, Dept. 100, P.O. Box 127, Berea, Kentucky 40004.

GOODYEAR

INDUSTRIAL BRAKES



Goodyear

**helps you squeeze
every ounce of torque
out of your
disc brake dollar.**

Goodyear helps you get more braking power for your money with the largest selection of low cost off the shelf disc brake assemblies in the industry, in designs and sizes for almost any torque requirement.

No need to buy expensive, custom made assemblies. We've got brakes for virtually every need; mine cars, construction equipment, trucks, tractors. We've even got a disc brake for underwater applications.

Goodyear has been in the forefront of disc brake technology for more than 35 years. We manufacture all our own linings. And, we have some of the finest test equipment available in the industry today, plus a full force of service engineers to handle any field problems.

That's how Goodyear can help you get the best value out of your disc brake dollar. To learn more, call or write Goodyear Industrial Brakes, Berea, KY 40003 (606) 986-9381.

GOODYEAR

INDUSTRIAL BRAKES

4113r

IN RE: COMPLEX LITIGATION

STATE OF OHIO)
)
COUNTY OF SUMMIT)

I, HAYES A. JENKINS, declare under penalty of perjury under the laws of the State of California that I am the Assistant Secretary of THE GOODYEAR TIRE & RUBBER COMPANY and I verify the foregoing ANSWERS TO PLAINTIFFS' STANDARD INTERROGATORIES TO DEFENDANTS, GENERAL ORDER NO. 30.00; that the matters stated therein are not within my personal knowledge; that the facts stated therein have been assembled by authorized employees and counsel of THE GOODYEAR TIRE & RUBBER COMPANY and I am informed that the facts stated therein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct and that this verification was executed on February 1st, 1991, at Akron, Ohio.

By: HAYES A. JENKINS
HAYES A. JENKINS
Assistant Secretary

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I am over the age of 18 years, employed in the County of Contra Costa, and am not a party to the within action. My business address is 1304 Willow Street, Martinez, CA 94553.

I served the following: THE GOODYEAR TIRE & RUBBER COMPANY'S ANSWERS TO PLAINTIFFS' STANDARD INTERROGATORIES TO DEFENDANTS, GENERAL ORDER NO. 30.00 by placing true and correct copies thereof in an envelope, sealing, placing for collection and mailing following ordinary business practices, and addressed as follows:

I declare, under penalty of perjury, and under the laws of the State of California, that the foregoing is true and correct.

Linda King
LINDA KING

SOLANO PROOF OF SERVICE

ABEX CORPORATION
Sullivan Roche & Johnson
333 Bush Street, 18th Floor
San Francisco, CA 94104-3559

THE BENDIX CORPORATION
Gordon & Rees
Embarcadero Center West
275 Battery Street, 20th Floor
San Francisco, CA 94111
Attn: Michael Lucey, Esq.

BORG-WARNER CORPORATION
McGlynn, McLorg & McDowell
188 Embarcadero Center
Suite 200
San Francisco, CA 94105

THE CARLISLE CORPORATION
Archer & McComas
2900 Newall Hill Plaza
Suite 300
P.O. Box 8035
Walnut Creek, CA 94596

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Lawrence A. Margoles, Esq.
Barfield, Barfield, Dryden
& Ruane
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Suite 3125
San Francisco, CA 94111

GENERAL MOTORS CORPORATION
John Krebs, Esq.
Parichan, Renberg, Crossman
& Harvey Corporation
2350 West Shaw, Suite 130
Fresno, CA 95115

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Los Angeles, CA 90017

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Law Offices of Nancy E. Hudgins
605 Market Street, Suite 700
San Francisco, CA 94105

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Knox, Ricksen, Snnk,
Anthony & Robbins
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Oakland, CA 94612

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Eugene Brown, Esq.
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San Francisco, CA 94101

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CAREY-CANADA
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192 9th Street
Oakland, CA 94607
Attn: Robert Bjork, Jr., Esq.

Berry & Berry
A Professional Law Corporation
505 Fourteenth Street
12th Floor
Oakland, CA 94612

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HAMILTON DISTRIBUTING
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19th Floor
San Francisco, CA 94104
Attn: Helen H. Kong, Esq.

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Davis & Vucinich
4400 Bohannon Drive, Suite 100
Menlo Park, CA 94025
Attn: Eve T. Contente, Esq.

KAISER CEMENT CORPORATION/
KAISER GYPSUM, INC.
Michael Hoggard, Esq.
Kincaid, Gianunzio, Caudle &
Hubert
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Oakland, CA 94604

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Jones & Howard
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OWENS-CORNING
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Osthimer & Tatum
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18th Floor
San Francisco, CA 94104

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Kathleen S. Farley, Esq.
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Richard L. Reynolds, Jr., Esq.
Bennett, Samuelsen,
Reynolds & Allard
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Oakland, CA 94612-3466

THE SYNKOLOID COMPANY
Branson, Fitzgerald & Howard
P.O. Box 2189
643 Bair Island Road
Suite 400
P.O. Box 2189
Redwood City, CA 94064

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P.O. Box 868
Sacramento, CA 95804

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San Francisco, CA 94111

PARKER HANNIFIN
Wilkes Morgan, Esq.
Bronson, Bronson & McKinnon
100 B Street, Suite 400
Santa Rosa, CA 95401

THE FLINTKOTE COMPANY
Landels, Ripley & Diamond
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