(ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;

(iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;

(iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

(d) Roadway Express. If so state:

(i) the first and last date those brake shoes with asbestos containing brake linings were sold to Roadway Express;

(ii) is the defendant in possession of any contracts or agreements for such sales. Provide a copy of same;

(iii) is the defendant in possession of any invoices for such sales. Provide a copy of same;

(iv) is the defendant in possession of any reports, memorandum or correspondence for such sales. Provide a copy of same;

ANSWER:

OBJECTION. Overbroad. Without waiving this objection, Eaton refers to its Response to Interrogatory No. 27. Further responding, Eaton states that it would not have sold re line kits to either Southside Trailer or Roadway Express as sales of Eaton's brake assemblies were limited to the Original Equipment manufacturers within the Heavy Truck industry. Further responding, Eaton states that all documents within its possession which may contain information relevant to this Interrogatory have been previously made available to Plaintiff's counsel.

Interrogatory No. 29

Did the answering defendant ever sell asbestos containing brake linings (not affixed to a brake shoe at the time of sale) for use as replacement parts to independent parts distributors? If so state:

(a) the first and last date those asbestos containing brake linings through independent distributors: