FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS
DEC 26 1969
JAMES N. GLONEY, CLERK
By Evelyn G. Wacker

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

Samuel R. Potter )
(
VS. )
(
Fibreboard Paper Products ( C. A. NO. 6329
et al )

ANSWERS OF DEFENDANT,
EAGLE-PICHER INDUSTRIES, INC.
TO INTERROGATORIES PROPOUNDED BY PLAINTIFF

1.

| Product | Date First Manufactured | Description | Composition |
|---|---|---|---|
| H-4 Special Fiber | 1957 | A dark gray fiber in loose form, consisting of very fine fibers having a minimum of oil treatment and suitable for hand application; expressly designed for use in insulating equipment operating at extremely low temperatures | Silicate Aluminum Oxide Ferrous Oxide Calcium Oxide |
| H-2 | Pre-1940 | A dark gray Superglas Fiber in loose form suitable for manual application. | Silicate Aluminum Oxide Ferrous Oxide Calcium Oxide |
| 7-B Granulated Mineral Wool | 1952 | Dark gray, soft and resilient chemically stable, moisture resistant, granulated mineral wool suitable for pneumatic or hand application in industrial equipment. | Silicate Aluminum Oxide Ferrous Oxide Calcium Oxide |
| PV Supertemp Block | Pre-1950 | A dark gray mineral wool insulating block composed of Eagle-Picher Mineral Wool and suitable binding agents. The block is water repellent and formed into semi-rigid rectangular shapes having square corners and parallel faces. | Supertemp Granulated Wool Starch Bentonite Clay Aluminum Sulfate Caustic Soda |
| 1200° Bonded Blanket | Pre-1950 | A dark gray mineral wool felt having metal fabric on both sides held in place by No. 20 gage galvanized tie wires | Eagle-Picher mineral wool felt bonded with resin Metal fabrics No. 20 gage galvanized soft iron wire |


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| | | | |
|---|---|---|---|
| 700° Bonded Blanket | 1960 | A dark gray mineral wool felt having metal fabric on one or both sides held in place by No. 20 gage galvanized tie wires. | Eagle-Picher mineral wool felt bonded with resin<br>Metal fabrics<br>No. 20 gage galvanized soft iron wire |
| MT Boards | Pre-1941 [1] | Dark gray mineral wool fiber bonded with an anti-punking type binder and formed into rectangular sheets of controlled thickness and density. The board is water repellent and with parallel faces and square corners. | Eagle-Picher mineral wool<br>Resin<br>Annealing oil<br>Water |
| Mineral Wool Felts | Pre-1941 [1] | Dark gray mineral wool fiber bonded with a suitable binder and formed into rectangular sheets of controlled thickness and density. Controlled binder application provides the degree of rigidity or flexibility specified. The felt is water repellent and with parallel faces and square corners. | Eagle-Picher mineral wool<br>Resin<br>Annealing oil<br>Water |
| Alum-A-Felt Pipe Covering | 1963 | High temperature inorganic fiber felt bonded with "non-punking" binders and with an integral, plain aluminum weatherproof metal jacket. | Eagle-Picher mineral wool<br>Resin<br>Annealing oil<br>Water<br>Aluminum jacket |
| TAB-LOK Pipe Insulation | 1957 | Dark gray mineral wool fiber formed between a layer of No. 20 wire, netting on the outside and strips of 2.5 lb. diamond mesh expanded metal lath on the inside. The netting is cut to perfectly enclose the outside insulation circumference of the pipe size and thickness of insulation specified. Each piece of TAB-LOK provides a two foot section of pipe insulation. | Eagle-Picher Loose Wool<br>No. 20 wire<br>2.5 lb. Diamond Mesh Metal Lath<br>No. 2o Gage Galvanized Soft Iron Wire |
| Super 66 Insulating Cement | Pre-1940 | A dry, bulk cement composed of Eagle-Picher granulated mineral wool thoroughly blended with suitable binding, rust inhibitive, and plasticizing ingredients. | Granulated Wool Screen Test<br>Asbestos<br>Bentonite Clay<br>Tri-Sodium Phosphate<br>Sodium Nitrite<br>Sudsing Agent |
| "43" Finishing Cement | 1942 [2] | Durable, hard, white finish coating for indoor insulation on heated surfaces. | Asbestos<br>Portland Cement |



*The Potter v. Fibreboard Case File (1969-1972), Answers to plaintiff's interrogatories*
ACL Doc 10484 · Page 2 of 11
Published by AsbestosClaims.Law
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| | | | |
|---|---|---|---|
| Fire-proofing Cement | 1947 | A dry, bulk, high temperature cement composed of Asbestos Fiber and Bentonite Clay thoroughly blended with suitable binding, rust inhibitive and plasticizing ingredients. | Portland Cement<br>Bentonite Clay<br>Asbestos<br>Perlite<br>Fly Ash<br>Coke<br>Glass Fiber |
| One-Cote Cement | 1951 | A dry, bulk cement composed of Eagle-Picher granulated mineral wool and diatomaceous earth thoroughly blended with suitable binding, rust inhibitive, and plasticizing ingredients. | Gran. Wool<br>Bentonite Clay<br>Sodium Nitrite<br>Sudsing Agent<br>Portland Cement<br>Plaster<br>Asbestos<br>Diatomaceous Earth |
| Hylo Cement | 1963 | A dry, bulk cement composed of Eagle-Picher grandulated mineral wool and diatomaceous earth thoroughly blended with suitable binding, rust inhibitive, and plasticizing ingredients. | Gran. Wool<br>Diatomaceous Earth<br>Bentonite Clay<br>Asbestos<br>Portland Cement<br>Sodium Nitrite<br>Plaster<br>Sudsing Agent |
| Hi-Stick Cement | 1964 | A new insulating cement specially formulated to give maximum adhesion to valves and fittings. | Gran. Wool<br>Bentonite Clay<br>Sodium Nitrite<br>Sudsing Agent<br>Portland Cement<br>Plaster<br>Asbestos |
| Insulseal | Pre-1940 | A tough, black fireretardent, protective coating for insulation composed of asbestos, clay and other additives in an asphalt base. | Asphalt<br>Asbestos<br>Bentonite Clay<br>Water |
| Insulstick | Pre-1940 | An adhesive material used to retain in place temporarily and to speed the application of rigid and semi-rigid types of insulation. | Asbestos<br>Sodium Silicate |
| Versel Block | Pre-1940 [3] | An insulated block composed of vermiculite for use up to 1400 degrees. | Vermiculite<br>Clay<br>Asbestos<br>Magnesium Sulphate |
| D.E. Block | 1948 [4] | An insulating block composed principally of diatomaceous earth. | Diatomaceous Earth<br>Clay<br>Asbestos<br>Gypsum |
| "33" Insulating Cement | Pre-1940 [5] | A vermiculite based insulating cement used on masonry surfaces, primarily in the steel industry. | Vermiculite<br>Clay<br>Asbestos |



*The Potter v. Fibreboard Case File (1969-1972), Answers to plaintiff's interrogatories*
ACL Doc 10484 · Page 3 of 11
Published by AsbestosClaims.Law
asbestosclaims.law/library/10484/3

| | | | |
|---|---|---|---|
| "99" Finishing Cement | 1944 [6] | A hard, durable finishing cement used primarily as a finish for other insulating materials. | Diatomaceous Earth<br>Asbestos<br>Clay<br>Calcium Sulphate |
| "106" Finishing Cement | 1948 [6] | A hard, fireprotective finishing cement for indoor and outdoor application. | Luminite Cement<br>Asbestos<br>Clay |
| Eagle 77 pipe covering | Pre-1940 [7] | A dark gray mineral wool fiber used to cover pipe | Eagle-Picher loose wool<br>2.5 pound diamond mesh metal lathe |
| Eagle 88 pipe covering | Pre-1940 [8] | A dark gray mineral wool fiber used to cover pipe, encased in a heavy galvanized ingot iron jacket. | Eagle-Picher loose wool<br>2.5 pound diamond mesh metal lathe |

Footnotes

1. Discontinued from 1954 to 1961
2. Discontinued since 1963
3. Discontinued since 1942
4. Discontinued since 1950
5. Discontinued since 1944
6. Discontinued in the 1950's
7. Discontinued since 1957
8. Discontinued since 1946

2. This Defendant denies that Materials manufactured by it were of a dangerous nature in that each of its products were suitable and reasonably fit for the purpose for which the products were manufactured.

3. No studies have been made by this Defendant.

4. See answer to Interrogatory No. 3.

5.

(1) Defendant, Eagle-Picher, packaged "Eagle-Picher Fireproofing Cement" which it sold to contractors and to its distributors prior to 1963, but not thereafter.

(2) Defendant, Eagle-Picher packaged "Eagle-Picher 85% Magnesia Pipe Covering, "Eagle Picher 85% Magnesia Block Insulation," and "99 Finishing Cement" and "106 Finishing Cement", which products it sold to its contractors and distributors prior to 1960, but not therafter.



*The Potter v. Fibreboard Case File (1969-1972), Answers to plaintiff's interrogatories*
ACL Doc 10484 · Page 4 of 11
Published by AsbestosClaims.Law
asbestosclaims.law/library/10484/4

(3) Defendant, Eagle-Picher, sold to contractors and to its distributors Versel Insulating Block Prior to 1942, but not thereafter, and D. E. Insulating Block prior to 1950, but not thereafter.

(4) Defendant, Eagle-Picher, packages and sells to contractors and to its distributors its mineral wood insulating cement, "43" Finishing Cement, High-Stick Cement, and Hylo Cement; its adhesive, "Insulstick"; and its vermiculite based insulating cement, "33 Insulating Cement".

Defendant, Eagle-Picher, sells its asbestos cement, Eagle 20, to one customer only. In addition, Defendant, Eagle-Picher, packages its mineral wool insulating cements, Eagle Super 66 Insulating Cement and One-Coat Cement, and its weatherproof, Insulseal, under its own tradenames and sells them to contractors, its distributors and to certain large ultimate users, and also packages such products for private accounts.

Otherwise, Defendant, Eagle-Picher, did not package and sell in the years 1950 to 1969 any products containing asbestos. All products packaged under Defendant, Eagle-Picher's tradename, except Eagle 20 Asbestos Cement and 33 Insulating Cement, were distributed nationally. Until 1965, Defendant, Eagle-Picher's 33 Insulating Cement was distributed only in the northern Mid-west and northern Mid-east; since 1965, the product is sold only in limited quantities to one customer in Steubenville, Ohio. In 1967, Defendant, Eagle-Picher deleted from its general product line its asbestos cement, Eagle 20. Since 1967, Eagle 20 is sold in limited quantities to one customer only in Toledo, Ohio.

All products are packaged in suitable containers.



*The Potter v. Fibreboard Case File (1969-1972), Answers to plaintiff's interrogatories*
ACL Doc 10484 · Page 5 of 11
Published by AsbestosClaims.Law
asbestosclaims.law/library/10484/5

6. Except as indicated by Interrogatory No. 5, products manufactured by this manufacturer are distributed nationally. However, it cannot be ascertained where products are distributed which are manufactured by Defendant for others under private brands.

7. No.

8. No studies have been made directly by this Defendant.

9. No.

10. No, such areas are not under the control of this Defendant.

11. Defendant objects to this Interrogatory for the reason that it is an improper Interrogatory in that it is argumentative, no proper predicate is laid, it calls for a conclusion, is an improper attempt to introduce hearsay evidence and is an improper attempt to place before the jury hearsay evidence of the nature of an experiment without the proper predicate.

12. Defendant objects to this Interrogatory for the reason that it is an improper Interrogatory in that it is argumentative, no proper predicate is laid, it calls for a conclusion, is an improper attempt to introduce hearsay evidence and is an improper attempt to place before the jury hearsay evidence of the nature of an experiment without the proper predicate.

13. Defendant objects to this Interrogatory for the reason that it is an improper Interrogatory in that it is argumentative, no proper predicate is laid, it calls for a conclusion, is an improper attempt to introduce hearsay evidence and is an improper attempt to place before the jury hearsay evidence of the nature of an experiment without the proper predicate.

14. No.

15. None.

16. Defendant objects to this Interrogatory for the reason that it is an improper Interrogatory in that it is argumentative, and prejudicial because it attempts to inject lung cancer into this case to inflame the jury when there is no evidence of any lung cancer on the part of Samuel Potter.



*The Potter v. Fibreboard Case File (1969-1972), Answers to plaintiff's interrogatories*
ACL Doc 10484 · Page 6 of 11
Published by AsbestosClaims.Law
asbestosclaims.law/library/10484/6

17. Defendant objects to this Interrogatory for the reason that it is an improper Interrogatory in that it is argumentative, and prejudicial because it attempts to inject mesothelioma into this case to inflame the jury when there is no evidence of any mesothelioma on the part of Samuel Potter.

18. Yes. "Caution: This product contains asbestos fibre. 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." This warning is placed on the bag or package for our cement products that contain asbestos. This warning was first begun in May or June of 1964. The Board of Directors of the National Insulation Manufacturers Association, noted that the major producer of asbestos contained products, that is, the Johns-Manville Corporation, advised that they were placing this type of warning on their products that contained asbestos. We elected to follow this industrial leader by doing the same thing.

19. Defendant objects to this Interrogatory for the reason that it is an improper Interrogatory in that it is argumentative, and prejudicial because it attempts to inject cor pulmonale into this case to inflame the jury when there is no evidence of any cor pulmonale on the part of Samuel Potter.

20. No.

21. No.

22. No.

23. No.

24. No.

25. No.

26. Defendant objects to Interrogatory No. 26 for the reason that it is an improper Interrogatory in that it is a loaded question to which an affirmative answer to the second part carries with it an admission that a problem exists and is a multifarious Interrogatory.



*The Potter v. Fibreboard Case File (1969-1972), Answers to plaintiff's interrogatories*
ACL Doc 10484 · Page 7 of 11
Published by AsbestosClaims.Law
asbestosclaims.law/library/10484/7

27. See answer to No. 26.

28. Defendant objects to Interrogatory No. 28 for the reason that it is an improper Interrogatory in that it is argumentative and no proper predicate has been laid for such an Interrogatory.

29. Yes. Labels on package.

3o. The only product manufactured by this company containing asbestos is cement which is mixed with water at a place selected by the user.

31. State of Incorporation Ohio. Incorpoation date, January 10, 1867. Domicile, State of Ohio.

32. Since approximately 1934.

33. U.S. Bureau of Mines approved respirators will reduce inhalation of dust and fibers. The Bureau of Mines has test data on such respirators.

34. No.

35. No, No difficulty has been experienced in the manufacture of such products.

36. No.

37. Defendant objects to Interrogatory No. 37 for the reason that it is an improper Interrogatory in that it is based on an invalid and incomplete hypothetical statement.

38. This Defendant only manufacturers asbestos cement which is mixed with water at a place and in a manner chosen by the user.

39. None of these employees have lung disease to Defendant's knowledge.

40. Defendant does not have this medical information.

41. Defendant objects to this Interrogatory for the reason that it is not calculated to lead to any information which would be relevant or material to this lawsuit.

42. Defendant objects to this Interrogatory for the reason that it is not calculated to lead to any information which would be relevant or material to this lawsuit.



*The Potter v. Fibreboard Case File (1969-1972), Answers to plaintiff's interrogatories*
ACL Doc 10484 · Page 8 of 11
Published by AsbestosClaims.Law
asbestosclaims.law/library/10484/8

43. Defendant objects to that portion of Interrogatory 43 inquiring of the total volume sales of products manufactured by this company for the reason that this information would not be relevant or material to any issue involved in the trial of this case and is not designed to lead to such information. Defendant does not have available at this time information regarding the total amount of sales of products containing asbestos for each of the years since 1960.

44. William D. Atteberry is President. There is no Chairman of the Board.

46. No.

Defendant objects to Interrogatories 47-84 for the reason that such Interrogatories with respect to whether specific states had a Workmen's Compensation law covering the occupational disease of asbestosis beginning on a certain date called for conclusions of law and are therefore improper Interrogatories.

ROYSTON, RAYZOR & COOK

By Ben L. Reynolds
Attorneys for Defendant
Eagle-Picher Industries, Inc.

STATE OF TEXAS (
COUNTY OF HARRIS )

BEFORE ME the undersigned authority personally appeared Ben L. Reynolds, Attorney for Defendant in the captioned matter and stated that the foregoing Answers to Interrogatories are true and correct based upon information and belief.

Ben L. Reynolds

SUBSCRIBED TO AND SWORN BEFORE ME, this 23rd day of December, 1969.

Linda Guerra
Notary Public in and for
Harris County, Texas



*The Potter v. Fibreboard Case File (1969-1972), Answers to plaintiff's interrogatories*
ACL Doc 10484 · Page 9 of 11
Published by AsbestosClaims.Law
asbestosclaims.law/library/10484/9

CERTIFICATE OF SERVICE

I certify that copies of foregoing Answers to Interrogatories were mailed to Attorney for the Plaintiff, Ward Stephenson, Stephenson Building, Orange, Texas and to other Attorneys of Record this 23rd day of December, 1969.

Ben L Royston

Of Royston, Rayzor & Cook



*The Potter v. Fibreboard Case File (1969-1972), Answers to plaintiff's interrogatories*
ACL Doc 10484 · Page 10 of 11
Published by AsbestosClaims.Law
asbestosclaims.law/library/10484/10

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DISTRICT COURT FOR THE
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BEAUMONT DIVISION

SAMUEL R. POTTER

VS.

FIBREBOARD PAPER PRODUCTS
et al

ANSWERS OF DEFENDANT, EAGLE PICHER INDUSTRIES, INC. TO INTERROGATORIES PROPOUNDED BY PLAINTIFF

ROYSTON, RAYZOR & COOK
ATTORNEYS AT LAW
SAN JACINTO BUILDING
HOUSTON, TEXAS