COPY

Personal and Confidential

PRIVILEGED

Asbestos, Que.
August 9, 1949

J-M 83

A. R. Fisher
General Headquarters

As I informed you, a meeting took place in Sherbrooke yesterday with officials of Asbestos Corporation and Mr. McCaw and myself. The lawyer handling the case, J.E.L. Dugas, for the Asbestos Corporation is now on holidays at St. Agathe, and Mr. Kerr, the lawyer handling the case for Johnsons, is gone or leaving in the next 24 hours on a trip to the West. The hearing was postponed until September 15th at the request of the Corporation who well realized the difficulties that they were in.

I did not realize it until I talked with Mr. Penhale, but their entire contract is under arbitration. The dust clause was a very important one under discussion and Mr. Penhale is certain that some sort of a dust clause will be placed into the arbitration award at the insistence of the judge himself. The Corporation and Johnson's objected apparently quite strenuously to the bringing into arbitration the question of a dust clause, but the decision was rendered by the judge that it was a proper matter for the arbitration board. He suggested to the parties that if an agreement could be reached as to a dust clause, discussion might be stopped. The Union submitted the following clause:

> The Company will take necessary steps to eliminate as much as possible the dust in its operations.

The companies could not accept this clause and still demurred at the placing of any clause in the contract, but left the following secret instructions with their member of the board - to bring the clause which they propose out only as a last resort and as his "child" if on the drafting of the arbitration decision the judge is still obdurate that a clause regarding dust is necessary:-

> The Company recognizes the desirability of progressive improvement in the alleviation of any nuisance arising from the existence of dust in its operations, and will continue to pursue its policy of adopting such measures as it may from time to time deem to be practical, having in view the accomplishment of that objective.

Discussions took place on such matters as whether it would be advisable to have Dr. Cartier testify on the board; the advisability of having Dr. Vidal testify if it could be arranged, as well as Dr. Wright from the Trudeau Foundation. These are however to be left for a later discussion.

Consideration was also given to the advisability of having a refuting testimony from another economist than those introduced by the union, and it was felt desirable if this was done that he should be a French-Canadian; Father Bouvier's name was suggested although I questioned both the advisability and feasibility of having him testify. I think that these matters can all be better settled by a discussion between ourselves and the companies who are directly involved in this present arbitration, realizing however that anything that is accepted by the arbitration court in the present hearing will possibly be used against or in favor of us when we appear.

000102

BP

Published by AsbestosClaims.Law
asbestosclaims.law/library/11415/1

As regards the publicity received, Mr. Penhale of course felt like we did that it was unfavorable, but he is only interested at this time in any publicity that might be arranged for him that is not provocative in any manner and nothing that can be debatable, and I think this a matter that can well be handled at a later meeting.

George K. Foster

GKF:Y
CC:
Mr. Ivan Sabourin

PRIVILEGED
J-M 83