12-15-41

CONTRACT FILE - RED FOLDERS

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Adstock	-	Option taken on mineral rights and properties in Quebec. Option expired.
American Car & Foundry Co.	-	Contract of January 9, 1937 for J-M purchasing truss plates amended March 31, 1941 as to prices and price adjustment machinery.
Asbestos & Danville Railway	-	Present rate agreement with Canadian Johns-Manville Company Limited expires December 31, 1941. H. L. Barker has this.
Atlantic Gypsum Products Company	-	Contract of August 18, 1938 whereby J-M bought "Acoustex" or "Fibretex" from National Gypsum Co. canceled effective March 27, 1942 by notice dated September 27, 1941.
Attorneys	-	E. Peyton Turner - agreement re retainer in exchange of letters in July, 1941.
Autoxygen, Inc.	-	Option agreement of August 16, 1940 with Enniroc Corporation on stock of Autoxygen, Inc. allowed to lapse - letter of August 5, 1941.
	-	Option agreement of February 15, 1941 with Autoxygen, Inc. covering chemical processes and experiments canceled by letter August 5, 1941.
	-	Previous agreement with Autoxygen, Inc. dated August 15, 1940 re same matter canceled as of February 15, 1941 by letter January 14, 1941.
The Barrett Company	-	Johns-Manville Corporation granted Barrett April 24, 1941 royalty free license under patents for imitation brick siding.
	-	By agreement May 22, 1941 J-M agrees to purchase at least 85% of requirements of Coal Tar Saturant from Barrett.

Bennett, Limited	- Agreement of April 12, 1941 for purchase from Bennett of Zoop for resale in Canada will expire December 31, 1941. Possible renewal.
Dr. Calvert	- Agreement of May 15, 1938 re services canceled as of November 1, 1941.
Celotex Corp.	- J-M and Celotex by agreement January 11, 1941 grant cross-licenses under patents for "Laminated Sheet Material".
Christie House (Brooklyn, New York)	- Contract to sell property April 1, 1941. Deed delivered April 10, 1941.
Commercial Solvents Corp.	- Amendments similar to previous amendments.
Crutcher-Rolfs-Cummings	- New agreement Jan. 1, 1941 with C-R-C (corp re servicing machines and fees in connectio with same. Superseding Aug. 16, 1938 agreem New agreement Oct. and Nov. 1941 with C-R-C (partnership) re price of machines and roya ties. Agreement Oct. 13, 1941 W-K-M, C-R-C and J- re release of rights of W-K-M to portion of rental on machines. License agreement Nov. 1, 1941 Gardiner Coa ing Machine Co. licenses J-M under coating machine patents. Duaei by agreement Nov. 1, 1941 licenses J- under coating patents. Agreement Oct. 15, 1941 J-M licensed Duaei under wrapping machine patents.
(SEE BOTTOM OF PAGE 5 FOR BALANCE)	
Flintkote Company	- Agreement January 1, 1941 for J-M Products Corporation to purchase requirements of dry felt for Harrero.
Globe Brick Company	- Lease of Newell factory extended. Amendment November 18, 1941.
Hollister Estate Co.	- Lompoc lease amended during 1941 but effective as of December 1, 1940.
Insulated Brick Siding	- Agreement with Briktex Manufacturing Co. April 15, 1941 - cross license.
Lambie & Ross	- Option agreement of March 20, 1941 - J-M given option to take license under Re- fractory patents. Option exercised and license agreement executed June 17, 1941.

Masonite Corp.	-	New agreement March 20, 1941. J-M Sales Corp. appointed agent of Masonite for the sale of hardboard.
Miller Patents	-	Agreement of June 1, 1939 re surrender of rights terminated as of Jan. 7, 1941.
Ohio State University	-	Agreement of June 12, 1939 for Cooperative Investigation extended to June 30, 1942.
Pacific Gas & Electric Co	-	Pittsburg factory electric power contract signed June 9, 1941 - for 5 years.
Patent & Licensing Corp.	-	New blanket license as of Jan. 1, 1941.
Retirement Plan	-	Retirement Plan of Johns-Manville Corporation and Subsidiaries adopted effective as of July 1, 1941.
	-	Trust agreement with J. P. Morgan & Co. Incorporated - June 9, 1941.
Felted Mineral Wool	-	Licenses terminated January 7, 1941: American Rock Wool Waukesha Lime & Stone U. S. Mineral Wool Co. Therminsul Corp. Ruberoid Riverton Lime & Stone Keasbey & Mattison Eagle Picher Sales Cleveland Rock Wool Celotex Corp. Baldwin Hill Co. C. W. Poe Co. Gimco Seneca Rock Wool Insul.Industries Western Rock Wool Union Rock Wool Tennessee Products Philip Carey Manufacturing Co. Edwards Insulation Co. Carney Rock Wool Co.
Santa Maria Gas Co.	-	New agreement for gas at Lompoc - April 1, 1941 replacing previous expired agreement.

Shell Loading Plant	-	J-M Service Corporation Insurance Service Agreement - Marsh & McLennan Inc. - August 8, 1941. Contract with U. S. War Dept - Aug. 9, 1941. Subcontract - Aug. 13, 1941 with 3 sub-contractors. Subcontract - Aug. 13, 1941 with 2 Architect-Engineers.
J. Walter Thompson	-	Probably new advertising contract before December 31, 1941
Union Asbestos	-	Wovenstone Amendment March 3, 1941 of November 23, 1935 agreement. Adds High-temperature Wovenstone to agreement and change prices.
Zonolite	-	Schundler & Co. - Asbestos fibre sales Contract amended January 13, 1941 re notice of price changes.

GENERAL CONTRACTS

Falstrom	-	New agreements re purchase of metal parts for transite walls. 1. Universal Type - June 2, 1941 2. Imperial type - April 26, 1941
Fibers Separation Processes Inc.	-	Agreement May 6, 1941 - J-M has option for license under patents for processing fibers.
Baldwin Hill Co.	-	Agreement of April 18, 1940 whereby J-M manufactured Rock Wool blankets as agent for Baldwin Hill terminated by letter June 10, 1941
J. J. Brill Co.	-	License agreement July 1, 1941 - J-M licensed to manufacture and sell brake blocks.

Transportation Agreements:

Chicago, Milwaukee St. Paul & Pacific	- March 5, 1941
Northern Pacific Railway Co.	- January 24, 1941
Texas & New Orleans Railroad Co .	- February 6, 1941
Texas & Pacific Railway Co.	- November 1, 1941

Gordon Materials Co. Inc.	-	Agreement of July 21, 1941. J-M purchases processed Flexboard.
Leslie	-	License agreement of September 30, 1940 re Leslilloc Shingles amended as to territory May 6, 1941.
H. H. Robertson Co. Ltd.	-	Agreement January 29, 1941 for sale of asbestos felts for export.
Pacatome Inc.	-	Agreement June 1, 1941 for lease by Johns-Manville Products Corporation of Bradley, Calif., plant.
L. R. Ripley	-	Agreement January 29, 1941 re negotiations for sale of asbestos garments to British Relief Commission.
Seaboard Fibre Co.	-	Agreement March 1, 1941 for purchase by J-M of low density fibre board for acoustical purposes. Amendment September 8, 1941 as to sizes and prices.
		Agreement of September 8, 1941 re payment of adjusted prices in March 1, 1941 agreement.
Tinnerman Products Inc.	-	Agreement of November 4, 1940 re purchase of Speed Nuts terminated as of December 31, 1941.
Tachna	-	Agreement May 23, 1941 to sell to J-M certain patents and trade marks re brake linings.
Tubular Weaving Co.	-	Proposed license agreement under J-M's patents on weaving machine. Not yet accepted by licensee.

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Crutcher-Rolfs-Cummings (Continued)	-	Cross license agreement Oct. 10, 1941 J-M licensed Philip Carey Co. under wrapping machine patents and Philip Carey Co. licen. J-M under wrapping and coating machine patents.

PENDING CLAIMS

The following claims over $500 in amount were pending as of December 15, 1941:

Delos Higman
No further developments since October, 1940. Apparently he has dropped the claim.

Mrs. Charles Kenick
Claim being handled by insurance company. As report of last year indicated, Mrs. Kenick was killed as a result of a dropped trapdoor falling on her head. It is alleged that J-M employees installing insulation were the cause of the accidental fall of the trapdoor.

United Aircraft Hartford
United Aircraft has paid for correcting much of the difficulty experienced in the Stacoustics used in the motor testing units. J-M has incurred considerable expenditures in research and time of its employees without any substantial payments. The matter is being handled to the satisfaction of United Aircraft apparently and it appears now will be settled without any further cost to J-M other than the time of research laboratory and other employees in supervising the repairs.

Clarence Rose v. Johns-Manville Products Corporation (Lompoc)
During the year Rose was awarded by the Workmen's Compensation Commission of California all expenses for medical attention reasonably necessary to care for his ailment and disability payments for the time that he might be disabled due to the treatment.

Herman DeMelio - Manville
Chronic case of psoriasis - some doctors consider it incurable and it is likely to recur. DeMelio has been treated since the early part of 1941 and has been paid his full salary although he only started to work in August. It has been recommended that an attempt to settle the claim by general release be made.

Cornelius Semon
Action for alleged injuries from rock wool dust in Alexandria plant. Damages of $37,500 being asked. Case is being defended by Employers' Liability Assurance Corporation.

(Note: All of the above claims were pending as of December 30, 1940.)

Dixwell Housing Project (Subcontracted to Kenneth Lechner)
General Contractor claims J-M required to perform certain backfill and repaving work at a cost of approximately $900.

PENDING CLAIMS

Duracotta Shingles Complaints - Complaints based on staining of shingles
These are coming in at a rate of about 4 a week. Already 147 have been handled at a total cost of around $4000. While none of these claims are for as much as $500, all of them constitute a probable expense up in the thousands of dollars.

E. O. Beardsley, Chicago.
J-M Aircoustic used for lining ducts of hot air system gave off grease which formed film on everything in house. Cost of complying with Beardsley's wish would probably be well above $1000. J-M considers there is no liability.

J. G. Hartnell - Lompoc
Diagnosed as silicosis and unbulant fever at one time but subsequently diagnosed as a fungus infection. Case is being carefully watched. Potential liability not determined.

Floyd Etchison - Alexandria
Claim for lung injuries. Diagnosed by J-M doctors as probable tuberculosis. To be heard before Workmen's Compensation Commission of Indiana during early part of 1942. Total claim for around $4500.

ICC v. Johns-Manville and McClosky
Action in Federal District Court for Northern District of Illinois for aiding and abetting in violating the Interstate Commerce Commission regulations for contract carriers. Maximum possible fine under statute $3200, $100 for each count. Negotiations being carried on with ICC.

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