JOHNS-MANVILLE CORPORATION
TWENTY-TWO EAST FORTIETH STREET
NEW YORK, N.Y.

EXECUTIVE OFFICES

February 27, 1937

Mr. Sumner Simpson,
Raybestos-Manhattan, Inc.,
Bridgeport, Conn.

Re: Asbestos Dust Experiments -
Dr. L. U. Gardner

Dear Mr. Simpson:

The United States Gypsum Company signed the Memorandum of Agreement relating to the underwriting of Dr. Gardner's experiments with asbestos dust, limiting its participation to the sum of $250 per annum, or a total of $750 for the three-year term of the experiments.

I believe that we have now fully canvassed the industry. The co-operation of the following companies has been obtained on a basis whereby their respective contributions are limited to $250 per annum:

(1) American Brake Block Corporation
(2) Gatke Corporation
(3) Union Asbestos & Rubber Company
(4) United States Gypsum Company.

The participation of the above named companies will provide $1,000 a year, leaving the sum of $4,000 per year to be pro-rated between the following companies who have not limited their participation in the enterprise:

(1) Asbestos Manufacturing Company
(2) Johns-Manville Corporation
(3) Keasbey & Mattison
(4) Raybestos-Manhattan, Incorporated
(5) Russell Manufacturing Company
(6) Thermoid Company and Southern Asbestos Company.

The six companies last above named will, therefore, be called upon to contribute the sum of $666.67 per year for the three-year period.

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I am enclosing herewith, for your records, a photostatic copy of the Memorandum of Agreement and photostatic copies of my letter to Dr. Gardner of November 20, 1936 and his reply of November 23, 1936, which set forth the substance of the arrangement between Dr. Gardner and the group.

Copies of this letter, together with copies of the enclosed photostats, are being sent to each of the other participants.

Last December Johns-Manville Corporation sent Dr. Gardner its check for $1250, constituting advance payment for the first quarter of 1937 on account of his annual retainer. Your Company and others of the group will be billed shortly for your share of this payment under the terms of the Memorandum. Johns-Manville Corporation is willing to continue making these advances to Dr. Gardner at the commencement of each succeeding calendar quarter during 1937, unless you or others prefer the matter be handled differently. I believe, however, that Dr. Gardner will prefer, in the matter of payment, to deal with one member of the group and it is my opinion, in which I believe you concur, that this represents the most satisfactory procedure.

Johns-Manville Corporation has likewise provided Dr. Gardner with 1200 pounds of asbestos fibre which he considers satisfactory for his purposes, although it has been found necessary for him to subject it to a "ball milling" process in order to reduce it to the desired degree of fineness. He estimates that this quantity will be sufficient for the first year's experiments and we will be very glad, at our expense, to provide him with similar quantities for the other two years.

I have also sent Dr. Gardner a photostatic copy of the Memorandum of Agreement so that he is fully advised as to the identity of those companies whose support he is receiving. At the same time I advised Dr. Gardner that those concerns which had limited their contributions were to participate just as fully in the benefits resulting from his experiments as were the others.

Very truly yours,

Vandiver Brown

Vandiver Brown
General Attorney

VB:T
Enclosures

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