4

PLAINTIFF'S EXHIBIT
GP-1869

Wilmington Plant | December 20, 1962 | General Sales

Mr. S. Jorgenson

J-M SHIPMENT

C. E. Abbey - mm

CC: Mr. O. F. Grieve - Paoli
Mr. E. B. Hollingsworth - Paoli
Mr. R. Smith - Ardmore Legal ← THIS COPY FOR

RE: Contract Quantities

We have discussed several times during the past months, two or three memoranda written relative to the subject of the contract quantities Bestwall is obliged to ship on J-M orders. Reference has also been made to the fact that there are certain clauses in the contract relative to the footages J-M is entitled to based on their previous experience. They have asked you for assistance in giving us advice when the J-M orders on the 3/8" basis reach 3,000,000 sq. ft. for a month, in order that we can protect ourselves from difficulties next year when we ship over the contract maximum.

You gave me such information, specifically by phone and a memo, for several months during the summer but I did not receive anything in October or in November. The October shipments and November were some 30% over the contract maximum on a monthly basis.

We have no mind of curtailing shipments or orders you have on hand, so that Wilmington ships as much footage as possible per month. However, we do have to have the information from you in time to put in writing a letter to J-M indicating we are permitting the shipments over the contract maximum where the "material and equipment are available" to make shipment.

Will you please help us in the future to get us the necessary information in time to protect Bestwall's interest.

12/21/62

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