



E. I. DU PONT DE NEMOURS & COMPANY
(INCORPORATED)
PHILADELPHIA, PA.

FINISHES DIVISION

EASTERN SALES OFFICE
1616 WALNUT STREET
P. O. BOX 2146

March 14, 1933.

MR. W.F. DONOHUE,
WILMINGTON OFFICE

TULLER & MOOSMAN COMPLAINT

Your letter of March 7:

Right at the beginning, we will have to admit that we are not properly on record with and from C.T.L. in connection with this situation. The complaint developed originally when the Trade Sales Meeting was in progress at Philadelphia. It rapidly showed signs of becoming serious, so much so that, apparently, very prompt action was needed, which action was taken by way of telephone conversations and personal contacts. C.T.L. has been fully in touch with the entire matter since its inception but, unfortunately, a full and complete record has not been established all the way through.

As to point (a) mentioned in your letter of March 7, perhaps because of the nature of the account with which we are dealing, we find it difficult to tie down the proposition to a tangible basis. At first, we were given to understand that the architect had approved the stipple provided by the material from the five-gallon can which we submitted, and it was reported that this approval had been given while the stipple was in the wet state. That situation is not now admitted by Mr. Moosman of Tuller & Moosman. C.T.L. claims that the shipment about which complaint was made was in exact accordance with the five-gallon sample, so that we might have a sound basis to contest the claim because, apparently, we did submit material in accordance with the sample.

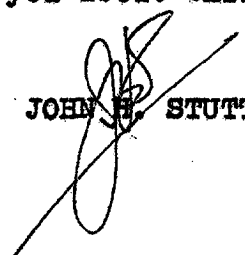
Point (b), however, brings in the element of doubt and the point on which we might lose any definite argument which we might start. The evidence seems to indicate that our material is too long in oil to provide a satisfactory job. If we should happen to go into court with a case based on a material with which we ourselves could not do a reasonably satisfactory job, we might lose and be out, not only the claim, but also the cost of contesting the claim.

In the net, this situation seems to be a "mess" and, in our opinion, the best thing to do is to get out of it at the least

3/14/33

possible cost. The lawyer for Tuller & Moosman telephoned the New York Office yesterday, suggesting a conference today for further discussion of the situation. This could not be arranged, but a conference has been arranged for Thursday of this week and, under all the circumstances, it would seem that we should have your authority to attempt to make them the best possible adjustment. We think that if we are in a position to make a definite and final adjustment at this meeting which we will have with Tuller & Moosman and their attorney, we can get by at a lower cost than if we go into such a meeting only to arrange the preliminaries to be checked back later. A definite offer - in other words, waving the cash in front of a concern of this kind - is a lot more effective than talking in futurities.

We would like to talk to you about this by telephone tomorrow and get your reaction.



JOHN E. STUTT

JHS:es

