

Sigurd Plant

January 25, 1963

General Sales

T. W. Richards

Johns-Manville Lath

C. E. Abbey - rk

CC: A. L. Meyer - Ardmore
R. Smith - Ardmore Legal Department
E. B. Hollingsworth - Paoli
C. G. Shuttleworth - Paoli
M. Rigby - Sigurd Plant

THIS COPY FOR

Re: Bleeding Ink Complaints
October, November and December, 1962

This will confirm the several telephone discussions and correspondence we have had relative to the problem which developed insofar as Johns-Manville is concerned with Gypsum Lath shipments where the face printing had been made with apparently defective ink that contributed to bleeding through finished plastering. Based upon the information that you have furnished me, I have made a summary of the shipments that might have such material in them; basing such information on copies of invoices we have on file. These begin with shipments containing Gypsum Lath made out of Sigurd after October 4th up to December 9th. This list shows some 24 different shipments to 14 accounts; one shipment and one account in the Bay Area, three shipments to one account in Washington and the remaining in Southern California. Thus far, we have about twenty complaints, but in correlating these with shipments and code markings, they appear to be tied in with five cars only.

As I mentioned to you, I am very much concerned with the rest of the material and to that avail, I have suggested that someone well acquainted with Bestwall material and with Lath and Plaster spend some time in the Los Angeles Market with a Johns-Manville Sales Representative and try to determine what additional trouble we may have, what can be done to alleviate our present difficulties, and what can be done to minimize the final adjustment.

We have made suggestions as per my letter of January 10th to Mr. Marim, but, as they have mentioned, their salesmen are not plastering salesmen, they are not as well acquainted with their Gypsum Accounts as Bestwall is with Bestwall's Accounts and there is some question as to what the net results would be on all of these various shipments.

I discussed this with Mr. Hollingsworth and with you; with Mr. Smith of our Legal Department and with Glenn Wilson. In speaking with Maurice Rigby about his proposed trip there, I cautioned him to make an investigation only in company with a Johns-Manville Sales Representative in a sense as a Johns-Manville Factory Representative, and to tactfully try to determine what the status was on the many shipments of which we have not heard. This would involve

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determining if the materials had been used with no complaints, whether the material is still in stock and may result in a complaint and whether the account is aware of the problem and not using it.

Suggestions have been made and Johns-Manville believes they have one account in the Los Angeles Market who will take all of the defective lath at a price on the basis there would be no complaints on it and sell it through a Lather who will use it back-side to and hence eliminate the problem.

Attached hereto is a photo-static copy of the summary of the shipments which I believe we are going to have to tie down before we can determine whether or not we are going to have any more claims than those we now have on hand, which total approximately \$4,000.00.

Bear in mind that under the contract between Bestwall and Johns-Manville, Bestwall's liability is limited to replacing defective material. This particular complaint can result in a great deal of discussion because the cost of the lath in a house might represent \$60.00 to \$70.00; however, the individual bills for re-painting some of these houses are in the nature of \$120.00 per house.

Just as soon as Mr. Rigby is able to determine some results, we would like to have a report submitted from him on his trip.

I have sent a copy of this list to Maurice and have addressed it to the Johns-Manville Los Angeles Sales Office for him via airmail special delivery in hopes that he would have it on Monday, January 28th, when he arrives there.

1/28/63
mld
RPR

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Smith

21 Jan 63

	Date	Loc	Post	Cost	Pl.	Per	
	OCT 4 to DEC 9						
15001	10-9	WINGFOOT, CAL	MODERN HTES	—	400	212.98	Complaints on Review
167001	10-13	⑤ SHELTON, WASH	COLE RO BERS	1125	—	599.00	LB-24-32
167013	10-13	SANTA MONICA, CAL	MUTUAL BERS	—	900	479.20	
167014	10-13	SANTA MONICA, CAL	MAR VISTA	—	150	79.87	
167018	10-16	VAN NUYS, CAL	MODERN HTES	—	108	57.50	
167021	10-18	ESCONDIDO, CAL	ESCONDIDO LOR6	1650	—	878.53	
167022	10-20	ⓧ FRESNO, CAL	FRESNO DEYAN	—	180	95.84	5B-27-22
167001	11-1	ⓧ SHELTON, WASH	COLE RO BERS	1500	—	798.66	LB-24-32
167003	11-2	ROSEHEAD, CAL	RELIABLE LOR6	—	350	186.35	LB-24-32
167004	11-2	ROSEHEAD, CAL	RUTTER LOR6	—	100	53.24	
167010	11-5	WINGFOOT, CAL	MODERN HTES	—	400	212.98	
167015	11-9	SANTA MONICA, CAL	MUTUAL BERS	450	450	479.20	
167016	11-12	ESCONDIDO, CAL	ESCONDIDO LOR6	1650	—	878.53	LB-24-32
167020	11-15	N. LOWE BEACH, CAL	MODERN HTES	—	240	127.79	
167021	11-16	VENTURA, CAL	VENTURA WASH	1130	—	601.66	
167025	11-23	ALICE, CAL	MIDWEST HTES	1800	—	1044.88	
167027	11-24	HUNTINGTON PARK, CAL	GEIS LOR6	—	240	127.79	
167028	11-24	COMPTON, CAL	BAUER LOR6	—	240	127.79	
167029	11-24	WINGFOOT, CAL	MODERN HTES	—	600	319.46	
167002	12-1	SANTA MONICA, CAL	MUTUAL BERS	300	—	159.73	LB-24-32
167003	12-3	⑤ SHELTON, WASH	COLE RO BERS	1000	—	935.97	LB-24-32
167015	12-11	SANTA MONICA, CAL	MUTUAL BERS	—	915	519.13	
167016	12-11	SANTA MONICA, CAL	MAR VISTA	—	205	114.80	
167017		ALICE, CAL	MODERN HTES	—	180	95.84	
Totals				6480	5203	6533.50	
				3615	—	2333.63	
					180	95.84	
						8812.97	

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