New York, January 25th, 1944

Ref: ECNEP # 37 - P 1674
SS "SANTA CRUZ" (Stock)

Canton Railroad Company,
Baltimore, Maryland

Gentlemen:

Please deliver 1,000 Bags of Asbestos Fibre, marked:

B - 3 or D - 3

to the Canton Railroad Company, for shipment to:

Johns-Manville Corporation
North Billerica, Massachusetts

Very truly yours,

METALS RESERVE COMPANY
BLUEPRINT NEW YORK, INC., AGENT

M.W. Iffinger, Treasurer

PLAINTIFF'S EXHIBIT
79734.00

PLAINTIFF'S EXHIBIT
WV RR 507

CRMC-002847

FOR VICTORY BUY UNITED STATES WAR BONDS AND STAMPS



WAR PRODUCTION BOARD

WASHINGTON, D. C.

January 19, 1944

IN REPLY REFER TO:
CAFG - UWS
H-132 Tempo E

RECEIVED
JAN 21 9 29 AM '44

Mr. M. E. Miller, Traffic Manager
Metals Reserve Company
811 Vermont Avenue, N. W.
Washington 25, D. C.

Attention: Mr. J. L. Rouzie

Gentlemen:

This will authorize you to ship from Government Stockpile 1,000 bags weighing approximately 101.5 tons B-3 or D-3 asbestos fibre to the Johns-Manville Corporation, 22 East 40th Street, New York 16, New York.

Very truly yours,

WAR PRODUCTION BOARD
BY J. Joseph Malone
ASSOCIATE SECRETARY

37

124

101.5 NT

1000 Bags 203,000 lbs 101.5 NT

CRMC-002848

METALS RESERVE COMPANY

WASHINGTON, D. C.

RECEIVED
JAN 25 2 28 PM

Johns Manville Corp.
22 East 40th St.
New York 16, New York

OUR FILE: P-1674 JLR
Egnep 37
DATE: January 21, 1944

A S B E S T O S
SS "SANTA CRUZ"
Government Stockpile

Gentlemen:

In conformity with appropriate allocation of the War Production Board, Metals Reserve Company will sell to you through its Agent:

BLUEFRIES-NEW YORK, INC., 44 Whitehall Street, New York, New York

and you agree to purchase and receive, the products specified below, on the terms and subject to the conditions following:

GRADE AND TYPE OF PRODUCT: Amosite Asbestos Fibre, grade B-3 or D-3

QUANTITY: 101.5 net tons, 1,000 bags

PRICE: $124.50 per net tons F. O. B. Canton Warehouse, Baltimore

Payment to be made by bank draft payable in good New York funds to the order of Metals Reserve Company against sight draft with documents attached.

Our Agent will arrange for the shipment of the aforesaid material, the invoicing thereof, and the collection of the purchase price therefor. All shipping instructions shall be given our Agent promptly.

Buyer or consignee agrees to furnish to our Agent promptly upon receipt of consignment, a sworn statement as to the quality of the material delivered hereunder. Producer's weights satisfactory to seller will be conclusive as to quantity, and analysis satisfactory to seller will be conclusive as to quality, of the material delivered hereunder.

Each shipment will be considered a separate sale and seller does not agree to deliver the entire quantity of material specified in this contract or allocated to consumer and shall not be liable for failure to make deliveries of specified quantities except to the extent of quantities actually shipped to and received by Buyer.

Upon confirmation and acceptance by you, this letter will constitute an agreement between us subject to the additional terms set forth on the attached Exhibit "A". Please return one copy of this letter duly confirmed and accepted by you, to the undersigned, and one copy similarly confirmed and accepted by you, to the Agent named above.

Very truly yours,

METALS RESERVE COMPANY

By _____
Assistant Traffic Manager

Confirmed this 24th day of January, 1944 (1945)

JOHNS-MANVILLE CORPORATION
(Buyer)

By N. O. AEBY, GENERAL PURCHASING AGENT
(if a corporation, insert title of officer executing on its behalf)



CRMC-002849

Exhibit "A"

ADDITIONAL TERMS:

1. In the event buyer fails within 10 days following receipt of this contract to furnish seller's agent with shipping instructions, seller may, at its option, cancel the sale.

2. Payment to be made in good New York funds. If payment is not made when due and as provided in this contract, seller may, at its option, cancel this contract as to any unfilled portion.

3. It is understood that this sale is made as a result of an allocation by the War Production Board and the material specified will be used in accordance with such allocation and no resale is permitted without the consent of the War Production Board.

4. Neither party shall be responsible for or liable because of any delay in or failure of performance where due to strikes, lockouts, differences with workmen, accidents, fires, explosions, floods, mobilizations, wars, foreign wars, riots, rebellions, revolutions, blockades, requirements, regulations, restrictions or other acts of any government or governments, whether legal or otherwise, acts of public enemies, the elements, force majeure, inability to secure or delay in securing cars, fuel or other supplies or material, or electric power necessary for the operation of the mines and plants where the products sold hereunder are produced, delays or interruptions in transportation by rail, water or otherwise, damage to or destruction of such mines or plants, and all other contingencies, whether or not of the nature or character hereinbefore specifically enumerated, either at the mines or plants where the products sold hereunder are produced or elsewhere, and which are beyond the control of either party heroto or any party represented by the seller or from whom the products hereby sold are obtained, or any party which produces such products, and this contract shall be deemed suspended so long as any such cause prevents or delays its execution, provided that if any shipment or delivery by reason of such cause is not completed within six months after the last day of the month specified for shipment, such shipment or delivery shall be canceled.

5. In the event of any breach of this contract by buyer or upon the bankruptcy or insolvency of buyer, the damages of seller shall be measured by the then difference, if any, between contract price and market price of the quantity of product unshipped and/or unpaid for.

6. All taxes, imposts and/or duties (excepting import duties) imposed and/or levied by or payable to the Federal Government and/or to any State or Municipal Government or any subdivisions thereof upon this contract or upon any or all of the merchandise covered hereby or upon any transaction or delivery hereunder or upon the purchase price payable hereunder, shall be for the account of, and are assumed by, the buyer, whether such taxes, imposts and/or duties shall be paid or be payable by seller or otherwise.

7. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

8. The buyer hereby represents and warrants that it has complied with all laws and/or governmental regulations currently in effect and applicable to it as a purchaser and/or user of the material covered by this contract.

Johns-Manville
TWENTY-TWO EAST FORTIETH STREET
NEW YORK 16, N.Y.

TELEPHONE
LEXINGTON 2-7600

January 24, 1944

RECEIVED
JAN 25 2 28 PM

Mr. Jerome F. Morse, Jr.,
Metals Reserve Company,
Room 515, Lafayette Building,
Washington 25, D. C.

Your File: P-1674 JLR
Egnep 37
SS "SANTA CRUZ"
Government Stockpile
Amosite Asbestos Fibre, B-3 or D-3

Gentlemen:

We enclose confirmed on our part one copy of the above contract calling for 1,000 bags, 101.5 net tons of the above fibre, for shipment from Canton Warehouse, Baltimore. We are mailing copy of this contract to Bluefries-New York, Inc.

Very truly yours,

JOHNS-MANVILLE CORPORATION

N. O. AEBY
GENERAL PURCHASING AGENT

NOA:MBS



CRMC-002851