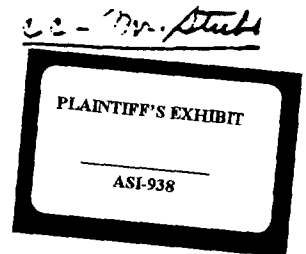


CONFERENCE NOTES - APRIL 21, 1930



SUBJECT: Interview with Mr. Bosworth, Oil City Boiler Co., in reference to investigation of Kewanee Boiler Co. Ins., VS Kewanee Boiler Corporation.

Arrangement for the meeting with Mr. Bosworth made by our Newark Manager, Mr. Bluhm.

Meeting held at Mr. Bosworth's office, Newark, 2:30 P.M. Mr. Bosworth apparently knew the object of our visit to him as he immediately began to relate the cause of his leaving the Kewanee Boiler Co. Ins.

Mr. Bosworth stated he saw this thing coming several months ago but the climax came about the first of March, when the entire sales organization of the Kewanee Boiler Co. Ins., visited the Fitzgibbons Boiler plant at Oswego, N. Y. and while there were instructed that they would no longer sell Kewanee Boiler Corporation boilers but would sell their own boiler made in their own plant and under their own name, the Kewanee Boiler Co. Ins.

Mr. Bosworth said that in justice to himself and to his customers, he could not offer this new product of the Kewanee Boiler Co. Ins., knowing that they would believe they were getting genuine Kewanee boilers and for that reason tendered his resignation - which was accepted immediately.

He then made every effort to connect up with the Kewanee Boiler Corporation. He states he met with little success and had to accept an offer made him as Eastern Manager for the Oil City Boiler Company.

Mr. Bosworth apparently is still very eager to come with the Kewanee Boiler Corporation if satisfactory arrangements can be made. When Mr. Baker and Mr. Dickson were in New York several weeks ago Mr. Bosworth then endeavored to see them. Mr. Bosworth has some tentative working agreement with the Oil City Boiler Company but this agreement apparently is not satisfactory to him as they have already broken it by placing a man in the metropolitan area who is under the direct supervision of the plant. Mr. Bosworth therefore, is very anxious to hear from our company one way or the other.

It is believed if something definite could be offered to him he might be able to throw some light on the present situation, which might or might not be beneficial to us. It is a

**Conference Notes -2-**

gambler's chance but probably well worth taking, due to the scarcity of evidence we presently have.

Our meeting brought out the fact that it was quite common gossip throughout the Kewanee Boiler Co. Inc. regarding the nature of the contract Mr. Homer Adams had with the Kewanee Boiler Corporation and that Mr. Adams felt quite sure of his grounds. Mr. Bosworth stated that Mr. Homer Adams personally told him at one time that he had a lifetime contract with the Kewanee Boiler Corporation with exclusive sale of their product throughout the thirteen original states. Whether this is a beautiful statement on the part of Mr. Adams, or an actuality is not known. Mr. Homer Adams further made the statement that he had an agreement with the Kewanee Boiler Corporation which would permit him to make boilers in his Cewege plant should competition or freight terms require such a movement on his part at any time - such product to bear the name of Kewanee Boiler Co. Inc.

Mr. Bosworth raised several questions in our behalf which might be checked and which might prove helpful in the further study of this case.

1. Did Kewanee Boiler Corporation have a contract with the Model Heating Co. of Philadelphia who listed Kewanee products in their catalog 1909? If such a contract or agreement existed with this company would it have any bearing on the present situation as Mr. Homer Adams was secretary or an official of the Model Heating Company at that time.
2. When did we start building Portable Type Steel Boilers? Mr. Homer Adams claims this type boiler was built upon his suggestions and recommendations.
3. Mr. Bosworth states that he is under the impression that traveling expenses of Mr. Homer Adams and his salesman were paid by the Kewanee Boiler Corporation. He has particular reference to annual visits held at Kewanee, Illinois where all salesmen were called in. If this is true, this might be helpful in the proof that Mr. Adams is not responsible for the development of the name Kewanee in the east.
4. Mr. Bosworth states that we check up to find out just why Kewanee Boiler Corporation boilers are not being sold exclusively in the New York City schools. He tells me most of this business has now been swung over to Fitzgibbons.
5. Mr. Bosworth makes the statement that at the time Mr. Homer Adams purchased the Fitzgibbons Boiler Company, he was under the impression that Mr. Sam Raiser helped to finance this deal.
6. Mr. Bosworth states that he recalls some discussion shortly after the time the Kewanee Boiler Corporation was pur-

**Conference Notes -3-**

chased by the American Radiator Company that the Kewanee Boiler Corporation temporarily changed its name to the Baker Boiler Corporation which was construed by Mr. Homer Adams as giving him full right to the name "Kewanee Boiler Co. Inc." This item should be checked immediately with Mr. Quirk of the Kewanee Boiler Corporation to find out if the name "Baker Boiler Corporation" was ever used.

7. Mr. Bosworth raised the question as to whether there was a contract made with Mr. Homer Adams when he originally took charge of Kewanee Boiler sales in the east.

8. Mr. Bosworth states that he understands the former Attorney General Wickersham is to represent Mr. Homer Adams, or at least has offered to take the case upon a fee of 20%.

9. Question was raised as to whether Fitzgibbons Boiler Company made Low Pressure Boilers prior to Mr. Homer Adams' purchasing of the company. Mr. Bosworth stated that he did not believe they did, confining most of their efforts to high pressure boilers.

10. Mr. Bosworth states the ZU Boiler was added to the Kewanee Boiler Co. Inc. line about two years ago and since that time it has been sold as a competitive boiler and generally accepted by the trade as a Kewanee Corporation boiler. He says that he personally did not make many sales of this boiler as he did not like it, preferring to have his customer take genuine Kewanee. He does recall several cases of such sales and quotations and will endeavor to obtain some definite information for us on this point.

11. Mr. Bosworth states it was the general practice to quote on genuine Kewanee Boilers and ZU Boilers in the same letter. During the last year his office has also quoted on Fitzgibbons Boilers on Kewanee Boiler Co. Inc. stationery. Mr. Bosworth will endeavor to get copies of these quotations for us.

12. Mr. Bosworth raised the question as to who paid for the Kewanee Boiler Co. Inc. stationery, also salesmen's Daily Report, as per the attached. He seems to be under the impression that the Kewanee Boiler Corporation stood all this expense.