



PLAINTIFF'S EXHIBIT

BIR-375

January 15, 1988

Steven M. Nolen, Esq.
14 Court Square
Fayette, AL 35555

Dear Mr. Nolen:

Re: William A. Cannon
616 Twenty-third Street, S.W.
Fayette, AL 35555

I have reviewed your complaint on behalf of Mr. Cannon with the executives of the Norwood Roofing Division.

Please note that Mr. Cannon purchased his shingles from another roofing manufacturer in 1974. His shingles have been on the roof for thirteen years. The pro-rated limited warranty, when applied, produces \$352.80, per our previous offer to you. You have indicated that that amount is inadequate but failed to indicate what amount you feel might be adequate. The fact that the roof is leaking, in any event, is not the fault of Bird. Any roof repairs that may have been made should have been made prior to the roof delaminating to the degree where seepage occurred.

Bird is not prepared to negotiate against itself, particularly in an instance where there is no evidence it is a Bird product. The dispute arises from a sale that occurred fourteen years ago and in a jurisdiction where Bird is doing no business.

Very truly yours,

A handwritten signature in cursive script that reads "Frank S. Anthony".

Frank S. Anthony
Vice President and
General Counsel

FSA:VC

cc: Clifford J. Patenaude,
Division Chemist