

FILE NAME: Raybestos-Manhattan (RBM)

DATE: 1936-1937

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DOCUMENT DESCRIPTION: Letters between Dr. Gardner, The Saranac Laboratory and Vandiver Brown, J-M & Memo of Agreement Regarding Payments to Dr. Gardner

Mr. Schluter.

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work on experimenting with Asbestos at once, and has suggested to us that the Asbestos industry take over this Lust Chamber and employ him to carry on the experiments with guinea pigs and rabbits.

The idea of Mr. Brown and myself would be to have four or five (or even more if we could get them) Asbestos manufacturers take over this study by subscribing an equal amount per year, for three years, and then we could determine from time to time after the findings are made, whether we wish any publication or not. My own idea is that it would be a good thing to distribute the information among the medical fraternity, providing it is of the right type and would not injure our companies.

This would mean, if four of us went in to carry on this work, it would be \$1,250.00 a year for each one of us for a period of three years.

If you are interested in this subject, I should like to have a meeting in New York, on Tuesday, November 17, at 12:30 o'clock, at The Biltmore, or if this is not satisfactory, can make it any place you care to have it.

I am asking the following to attend the meeting,

Mr. Vandiver Brown, Johns-Manville, Inc. ✓
Mr. F. H. Schluter, Thermoid Rubber Co. ✓
Mr. A. S. Blagden, Keasbey & Mattison Co. ✓
Mr. H. D. LaMont, Asbestos Manufacturing Co. ✓
Mr. G. M. Williams, Russell Manufacturing Co. ✓
Mr. S. Simpson, Raybestos-Manhattan, Inc. ✓

Is there any one else you would suggest?

Very truly yours,

SS-G.

President

✓

November 20, 1936

LeRoy U. Gardner, M. D., Director,
The Saranac Laboratory,
Saranac Lake, New York.

Dear Dr. Gardner:

At a meeting yesterday attended by certain brake lining manufacturers, Mr. Simpson and I were able to present to a fairly large group of interested corporations the proposal that one of your dusting chambers be engaged for further experimentation with asbestos dust.

The proposal was very well received and it appears that not less than eight, and perhaps ten or more, corporations will participate in financing these further experiments along the lines discussed when we met with Dr. Lanza and Dr. McConnell a few days ago.

Accordingly, you may consider this letter as an authorization to you to commence the contemplated experiments with asbestos dust for the purpose of determining more definitely the causes and effects of asbestosis. It is my understanding that, among other questions which it is anticipated these experiments will answer, are the following:

- (1) What concentration of dust is necessary to produce the fibrosis of the lungs which is designated as asbestosis.
- (2) Whether exposure to asbestos dust will produce asbestosis without the existence of previous infection and whether the X-ray changes found in advanced human asbestosis can be reproduced in animals without infection.
- (3) Whether the fibrosis produced by asbestos is of the progressive type, that is, will the fibrosis increase (once it has started) after exposure to the dust has ceased.

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- (4) Whether the fibrosis resulting from exposure to asbestos dust is occasioned by the silicon content of the asbestos or by its fibrous structure.
- (5) Whether the presence of "asbestos bodies" has any diagnostic significance.

It is also our understanding that these experiments will require approximately three years, which will mean that they will not be concluded until about the end of the year 1939; and that they will cost \$5,000 annually, or a total of \$15,000.

It is our further understanding that the results obtained will be considered the property of those who are advancing the required funds, who will determine whether, to what extent and in what manner they shall be made public. In the event it is deemed desirable that the results be made public, the manuscript of your study will be submitted to us for approval prior to publication.

I shall appreciate your advising me if the foregoing accurately expresses the proposition you had in mind. Also, let me know the manner in which you would like to have the funds advanced to you. Would you, for example, desire to have \$1250 paid quarterly in advance, or just what arrangement would suit you best? Any method you suggest will be satisfactory.

Since the experiments are being underwritten by a relatively large group, it has been suggested that, as a matter of convenience, any communications regarding the work be addressed to me and I will, where necessary, communicate the contents thereof to Mr. Simpson and the other parties. You will be provided with funds by either Johns-Manville Corporation or Raybestos-Manhattan, Incorporated and we or they will secure from the other parties their pro rata contribution.

I will advise you later of the names of the other contributing parties.

I shall appreciate your informing me at the earliest possible moment whether the arrangement as outlined herein meets with your approval.

Sincerely yours,

Vandiver Brown
Vandiver Brown
General Attorney

VB:T

THE SARANAC LABORATORY FOR THE STUDY OF TUBERCULOSIS
OF
THE EDWARD L. TRUDEAU FOUNDATION

RECEIVED
POST OFFICE BOX 447
7 CHURCH STREET NOV 25 1936
SARANAC LAKE, N.Y.

November 23, 1936

VICE PRESIDENT
GEN. & TREAS. OFFICE

Mr. Vandiver Brown
Johns-Manville Corporation
22 East 40th Street
New York City

Dear Mr. Brown:

Your authorization to proceed with the proposed asbestosis experiments at the Saranac Laboratory is acknowledged with satisfaction.

We believe that such experiments can be expected to furnish answers to the questions which you have outlined. The estimated cost of \$5,000 annually for a period of three years, making a total of \$15,000, is correct.

Your suggestion to make advanced quarterly payments of \$1,250 will be entirely satisfactory to the Laboratory. If this is not convenient any other arrangement that you may care to make will be acceptable.

The Saranac Laboratory agrees that the results of these studies shall become the property of the contributors and that the manuscripts of any reports shall be submitted for approval of the contributors before publication.

I would recommend that the experiments be performed with pure Canadian asbestos fibre containing relatively little serpentinite rock dust. The "Kings Floats" used in our first experiment was unsatisfactory owing to the fact that it contained such a high concentration of non-fibrous rock dust. If this meets with your approval I would suggest that a sample be submitted to the Laboratory for chemical and petrographic analysis.

Having mutually satisfied ourselves as to the material to be used I would request that the companies agree to supply a sufficient quantity of asbestos, ground to the finest state of subdivision possible. I am not aware whether any of the contributors have apparatus capable of reducing fibres to inhalable dimensions. If this request should not

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prove practical some arrangement for its final reduction will have to be made by the Laboratory. But at least the material received by us should be broken to powder.

It is impossible to estimate the amount of material necessary for the experiments at the present time as its behavior in our dusting apparatus has never been determined. With the "Kings Floats" tests approximately 1200 pounds a year were required. It is conceivable that a pure fibrous dust might be dissipated into the atmosphere more rapidly and hence even a larger quantity would be necessary.

we are ready to start the work at any time and will be pleased to examine samples of dust as soon as they can be procured.

Thanking you for your cooperation in arranging this program, I am

With best regards,

Sincerely yours,

Leroy U. Gardner
Leroy U. Gardner, M.D.
Director cc

LUG:CC

✓

MEMORANDUM OF AGREEMENT

November 20, 1936

THE UNDERSIGNED hereby agree to underwrite certain experiments with asbestos dust to be conducted by Dr. LeRoy U. Gardner at the Saranac Laboratory, Saranac Lake, New York.

The general nature of these experiments and the cost thereof were explained at the meeting of certain brake lining manufacturers held in New York City on November 19, 1936.

The purpose of this memorandum is to confirm the agreement between the Undersigned to underwrite the cost of these experiments amounting to \$5,000 per year for a period of three (3) years, or a total of \$15,000.

The Undersigned agree to share equally the costs of said experiments. For example, if ten parties sign this Agreement, the annual contribution of each will be \$500. It may be more or less, depending on whether the number of those signing is more or less than ten.

It is understood that payments to Dr. Gardner will, for the sake of convenience, be made directly by Johns-Manville Corporation or by Raybestos-Manhattan, Incorporated, and that the others of the Undersigned will reimburse Johns-Manville

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JOHNS-MANVILLE CORPORATION

TWENTY-TWO EAST FORTIETH STREET

NEW YORK, N.Y.

EXECUTIVE OFFICES

February 27, 1937

Mr. Sumner Simpson,
Raybestos-Manhattan, Inc.,
Bridgeport, Conn.

Re: Asbestos Dust Experiments -
Dr. L. U. Gardner

Dear Mr. Simpson:

The United States Gypsum Company signed the Memorandum of Agreement relating to the underwriting of Dr. Gardner's experiments with asbestos dust, limiting its participation to the sum of \$250 per annum, or a total of \$750 for the three-year term of the experiments.

I believe that we have now fully canvassed the industry. The co-operation of the following companies has been obtained on a basis whereby their respective contributions are limited to \$250 per annum:

- (1) American Brake Block Corporation
- (2) Gatke Corporation
- (3) Union Asbestos & Rubber Company
- (4) United States Gypsum Company.

The participation of the above named companies will provide \$1,000 a year, leaving the sum of \$4,000 per year to be pro-rated between the following companies who have not limited their participation in the enterprise:

- (1) Asbestos Manufacturing Company
- (2) Johns-Manville Corporation
- (3) Keasbey & Mattison
- (4) Raybestos-Manhattan, Incorporated
- (5) Russell Manufacturing Company
- (6) Thermoid Company and Southern Asbestos Company.

The six companies last above named will, therefore, be called upon to contribute the sum of \$666.67 per year for the three-year period.

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I am enclosing herewith, for your records, a photostatic copy of the Memorandum of Agreement and photostatic copies of my letter to Dr. Gardner of November 20, 1936 and his reply of November 23, 1936, which set forth the substance of the arrangement between Dr. Gardner and the group.

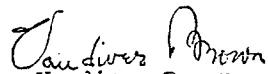
Copies of this letter, together with copies of the enclosed photostats, are being sent to each of the other participants.

Last December Johns-Manville Corporation sent Dr. Gardner its check for \$1250, constituting advance payment for the first quarter of 1937 on account of his annual retainer. Your Company and others of the group will be billed shortly for your share of this payment under the terms of the Memorandum. Johns-Manville Corporation is willing to continue making these advances to Dr. Gardner at the commencement of each succeeding calendar quarter during 1937, unless you or others prefer the matter be handled differently. I believe, however, that Dr. Gardner will prefer, in the matter of payment, to deal with one member of the group and it is my opinion, in which I believe you concur, that this represents the most satisfactory procedure.

Johns-Manville Corporation has likewise provided Dr. Gardner with 1200 pounds of asbestos fibre which he considers satisfactory for his purposes, although it has been found necessary for him to subject it to a "ball milling" process in order to reduce it to the desired degree of fineness. He estimates that this quantity will be sufficient for the first year's experiments and we will be very glad, at our expense, to provide him with similar quantities for the other two years.

I have also sent Dr. Gardner a photostatic copy of the Memorandum of Agreement so that he is fully advised as to the identity of those companies whose support he is receiving. At the same time I advised Dr. Gardner that those concerns which had limited their contributions were to participate just as fully in the benefits resulting from his experiments as were the others.

Very truly yours,


Vandiver Brown
General Attorney

VE:T
Enclosures