

THE STATE ZINC AND LEAD ORE PRODUCERS
ASSOCIATION
BOX 578
MIAMI, OKLAHOMA

Copy for

February 16, 1929

Dr. F. V. Marivether,
Surgeon in Charge,
U. S. Bureau of Mines Clinic,
Picher, Oklahoma.

Dear Dr. Marivether:

We are sorry that our letter of February 1 was received in the spirit indicated by your letter of February 7.

We had assumed that your failure to comply with the paragraph of the cooperative agreement with respect to publication of results was merely an unintentional oversight. We regret very much to learn from the last paragraph of your letter that this was not the case, but that it was a deliberate act, based on an interpretation of the contract which is clearly untenable.

In response to the three points made in your letter:

1. The only article dealing with the clinic work published previous to this one, at least so far as we have any knowledge, was in the magazine section of the Joplin Globe of January, 1928. In connection with this article, also, the provisions of the cooperative agreement were not observed, and we are probably at fault for not having called your attention to it at that time. However, there was nothing especially objectionable in this article and the matter was overlooked.

2. In our discussion of the data to be presented to the meeting last June, to which you refer, there was no suggestion that any of these data would be published. They were presented in an executive session, for the information of those who are helping to pay for the work, and were in no way intended to become public property. Even in this meeting, as you will no doubt recall, the exact figures dealing with the venereal situation were not read from your report, but only general statements were made. A careful examination of your report also fails to show any reference to the following figures, which appear in the Globe article:

"The best information that can be obtained indicates that the production rate of the disease is approximately 5 or 6 per cent of the total number of men in the field."

The article in the Globe received a very wide circulation throughout the United States, which does not appear to be helpful to the industry of this district. The article has been sharply criticized, and we are sure that the industry generally feels that the broadcasting of this information is vicious and harmful in tendency. Even had it been what you term "public property," it is difficult to understand your suggestion that the manuscript conveying such information need not be submitted to the Association; the wording of the contract is clear and explicit, and prescribes:

"All manuscripts, before publication, shall be submitted to the Association for comment and criticism."

3. The fact that certain members of the Association do not make special payments to it for the clinic work is entirely immaterial. The Association, in behalf of the operators, has contracted with the

U. S. Bureau of Mines to provide a certain fund for this work. The Bureau in the first place declined to deal with the operators individually, and the Association then obligated itself to provide the entire fund. This is a legal obligation, and must be met by the Association regardless of whether it is able to collect sufficient amounts for this purpose from individual operators or not. Certainly there is no reason why the Bureau, or any of its representatives, should now attempt to specify the exact manner in which the Association shall raise this fund. It was decided by our Board to solicit special subscriptions from all mining companies on a basis of men employed, and this solicitation was made, as you know, at a great deal of trouble. If certain members of the Association are not sufficiently convinced of the worth of the clinic to subscribe, the Association should perhaps receive an additional measure of credit for completing the fund without their help. As a matter of fact, only 12% of the Association membership, based on the tonnage on which dues are being paid, does not subscribe to the clinic, and only three companies who are not members do subscribe, these subscriptions also having been solicited by the Association. This, however, is beside the point.

The contract with the Bureau, which was signed by the Honorable Scott Turner, provides, "Due acknowledgment will be made in the publications of the cooperation of the Association". We are sure that all who have had anything to do with the clinic know that there has been very genuine, wholehearted cooperation from the Association throughout the work. There has also been wonderful cooperation from the Bureau of Mines and the Metropolitan company, and the work might have been impossible if any one of the three had failed to cooperate. The Association on its part has not only guaranteed a large part of the expense and provided the funds as

outlined above, but has built the clinic building, has helped to organize the work and create favorable sentiment for the clinic throughout the district, and has ironed out various difficulties which have arisen. The office and overhead expense of the Association in connection with this have been considerable, but have all been paid for and furnished in addition to the funds provided by contract. The Association has also volunteered to support the additional clinic work which you have recently proposed, even though our budget already considerably exceeds current income.

There seems to be no question that the Association has given the fullest cooperation, and that no acknowledgment thereof was made in the article referred to.

We regret that you should take the attitude you do in your letter, as we had assumed that the failure to comply with the contract was merely an oversight. We had not thought it would be necessary to do more than call attention to the matter, but in view of your reply, we feel that copies of this correspondence should now be sent to Dr. Sayers and Dr. Lanza. We feel that this particular article, although it is very objectionable, is in a way of minor importance, but because of our interest in the work and our desire to see it succeed, we think it fundamental that the contract entered into by the Department of Commerce and the Producers Association be observed in good faith by both parties.

Very truly yours,

TRI-STATE ZINC AND LEAD ORE
PRODUCERS ASSOCIATION

Julian C. Conover
Secretary

Met. Life Ins. Co.

COOPERATIVE AGREEMENT
between
THE DEPARTMENT OF COMMERCE
and
METROPOLITAN LIFE INSURANCE COMPANY

This agreement made by and between the Department of Commerce of the United States, acting through the Bureau of Mines (hereinafter referred to as the "Bureau") and Metropolitan Life Insurance Company of New York, N. Y., (hereinafter referred to as the "Company");

WITNESSETH:

The Bureau in consideration of the covenants herein made by the Company agrees to continue and extend its studies now being conducted at Picher, Oklahoma, and Pittsburgh, Pennsylvania, for the study and demonstration of respiratory diseases of employees of mining companies.

The Bureau agrees to furnish all modern apparatus, supplies, technical staff, laboratory equipment, supervision, and advice necessary to conduct a clinic of sufficient capacity to make careful examination of all such employees submitting themselves for examination at least once during each twelve months period of this contract.

The Bureau agrees that in addition to furnishing the equipment mentioned above it will expend or cause to be expended in such work the cash sum of \$8,000 annually except as provided herein.

This work shall be carried on under the supervision and direction of the Bureau in a manner satisfactory to both parties hereto and no person shall be retained in such work that is objectionable to the Company or its officers.

The plan of the investigation will be in accordance with the attached tentative outline. The plan may be changed by mutual consent of both parties to this agreement.

Publications of the results of this investigation shall be under the control of the Director of the Bureau. All manuscripts, before publication, shall be submitted to the Company for comment and criticism. Due acknowledgment will be made in the publications of the cooperation of the Company.

The Company, in consideration of the proposals of the Bureau made herein, agrees to provide a fund of \$8,000, to be used to help defray the expenses and extension of such studies. Payments from this fund shall be made by the Company upon certificates of the Bureau in a manner as the parties hereto may from time to time agree.

Upon approval of the Secretary of the Department of Commerce, this agreement shall be effective from July 1, 1932, and shall remain in force and effect until June 30, 1933. If the said Bureau of the Department of Commerce shall in writing during the month of July, 1933, notify the Company of their intention and desire to continue such studies for an additional twelve month period, then and in such event this agreement shall be considered as renewed for each further period of time, expiring on June 30, 1934, and the Company will pay toward such expense for each twelve month period the sum of \$8,000 in the manner as hereinbefore provided.

In witness whereof the parties have hereunto set their hands by their duly authorized officers this first day of July 1932.

WITNESSES:

BUREAU OF MINES:

By Alfred Turner
Director

METROPOLITAN LIFE INSURANCE COMPANY

By H. C. Lee
Title President

DEPARTMENT OF COMMERCE

Approved July 22 1932.

W. F. Morgan
Acting Secretary