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Duplicate of 123

Bridgeport, Conn.
October 19, 1935

Dr. W. J. McConnell, Ass't. Medical Director,
Industrial Health Section,
Metropolitan Life Insurance Co.,
New York City.

My dear Dr. McConnell:

SUBJECT: Asbestos Dust at North Charleston Plant.

As you know, our plant at North Charleston, as well as the other Divisions, have been working with your Company for a long time in the acquiring of information, medical and otherwise, regarding Asbestos Dust hazards and Asbestosis.

We have had a number of suits, as you are aware, for which you have assisted us to prepare, and at the last trial, your Mr. Fehnel testified. We have depended on your Company to present certain information that our attorney, Mr. Julian Mitchell, of Charleston, S. C., desired, and we were at a standstill to know what to do and carry on with these suits, for I again say we had depended on your Company's assistance. Naturally, we were very much upset last week when Mr. Jefferds reported that we could not expect any court assistance from your department, due to orders you had received from your superiors.

We immediately wanted to have you talk over the situation with Mr. Mitchell, to see what he could do, and when they got in touch with me and asked what I thought of subpoenaing Mr. Fehnel, I told them frankly that it looked to me as if that was the only thing we could do, if we were going to have the help of Mr. Fehnel in these particularly important cases. It may look odd to you that this subpoena was served, but really there was nothing else for us to do, and I could not see any other way out under the circumstances, after Mr. Mitchell had pointed out what it was going to mean to him to have Mr. Fehnel there. I do hope you will take this into consideration and that the assistance of Mr. Fehnel will be given us very cheerfully.

I can recognize the position of the insurance company in testifying in ordinary cases of this kind, but as I see it, these particular cases of ours at Charleston really come into a different category.

We carried Compensation and Health Insurance with your Company when these suits were first brought up at Charleston, and of course, under the policies, we were not covered against damage suits for Asbestosis.

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The Metropolitan Insurance Co., nor no other insurance company in the United States, had any data that was worth very much on Asbestos Dust or Asbestosis, and naturally your Company wanted health statistics and information regarding Asbestos Dust on the lungs. Our Company was more than willing to cooperate with you, and we also induced Johns-Manville to cooperate, and your Company started with a Dust Survey of a number of the asbestos plants. When your appropriation for this work ran out, you requested that it be carried on until a new appropriation could be secured by your Company, and we did so. Later on, we hired a man, Mr. Binder, to work under your control, but at the expense of Johns-Manville and ourselves.

This all led us to believe that under the conditions, we would have your assistance in trying these unfair suits, which would eventually be a benefit to you, and also have considerable bearing on the Dust racket, about which so much has been published lately. I feel as if your Company has not taken into consideration all these various factors when turning down our request for Mr. Fehnel's presence at the trials in Charleston, Mr. Fehnel being the only man who has been following the details of the Asbestos Dust through all its various ramifications.

Naturally, if we could have foreseen the attitude the Metropolitan Insurance Co.'s Medical Department would take at this late date, we would have hired a specialist and he would have had all the data which your Company now has; and as you know, we have spent large sums to make the Charleston Plant an ideal one, with your assistance.

I do not believe that by Mr. Fehnel testifying at Charleston, it will establish a precedent, as it is hardly likely you will have this type of case come up again for many years, and I am also certain it is very questionable if you will get the same amount of assistance from any two companies that you have been getting from Johns-Manville and ourselves, and moreover, it was our intention to draw in other asbestos companies in this survey as soon as the time was right to bring them in, and this would mean a tremendous amount of information on Asbestos Dust and Asbestosis in the possession of the Metropolitan Insurance Co., who would be the only ones in the United States, so far as we know, having this information.

I have been trying to get in touch with my friend, Mr. James E. Kavanagh, Vice President of the Metropolitan Insurance Co., to endeavor to have him make an appointment with Mr. Ecker, your President, so I can go over this matter with him very carefully and thoroughly, and I hope to be able to do so next Tuesday. Unfortunately, I shall be away the latter part of this week.

Very truly yours,

SS-G.

President