

FILE NAME: National Safety Council (NSC)

DATE: 1933

DOC#: NSC373

DOCUMENT DESCRIPTION: License Agreement between Norristown Magnesia & Asbestos Company & Johns - Manville Corp.

LICENSE AGREEMENT

This Agreement made by and between NORRISTOWN MAGNESIA & ASBESTOS COMPANY, a corporation of the State of Pennsylvania, having an administrative office at Norristown, in the County of Montgomery in that State, hereinafter termed the Licensor, and JOHNS-MANVILLE CORPORATION, a corporation of the State of New York, having an administrative office at 22 East 40th Street, in the City and State of New York, hereinafter termed the Licensee, witnesseth that:

WHEREAS, Letters Patent of the United States 1,902,794 was granted March 21, 1933, to Grant V. Wilson as assignor to said Licensor for Heat Insulating Coverings, and,

WHEREAS, said Licensor is now the sole owner of the entire right, title, and interest in and to said Letters Patent, and,

WHEREAS, said Licensee desires to obtain a non-exclusive license to make, use, and vend heat insulating coverings as claimed in said Letters Patent:

NOW, THEREFORE, in consideration of One Dollar, paid by said Licensor and said Licensee, each to the other, receipt whereof is hereby acknowledged, they have agreed as follows:

1. Subject to all of the terms and conditions herein set forth, said Licensor hereby grants to said Licensee a non-exclusive license, limited to the United States and the territories thereof, to make, use, and vend, to the end of the term for which said Letters Patent was granted, heat insulating coverings as claimed in said Letters Patent.

FEDERAL TRADE COMMISSION
Docket No. 4613 COMMISSION'S Exhibit No. 149-A
IN THE MATTER OF Acme Asbestos
DATE 1/16/42 WITNESS [Signature]
REPORTER [Signature]
ETHEL E. FISHER & ASSOCIATES, INC.

AKB Exhibit D
OBTAINED 9:20 40 Letter
No. 1740 Interview
Atty. J.P.V.
Federal Trade Commission

2. The Licensee agrees that it will use reinforcing strips as covered by said Letters Patent in all flexible web corrugated heat insulating coverings which it manufacturers, uses, and vends during the life of this Agreement, formed of webs (each including a plain sheet and a corrugated sheet) which webs are not cemented or fastened together except at their longitudinal meeting edges, when the covering is vended.

3. Said Licensee agrees to pay said Licensor a royalty, as hereinafter stated, for each covering manufactured, directly or indirectly, by or for said Licensee, within the description of any of the claims of said Letters Patent, ^{Made in accordance with section 2.} and shipped from the point of manufacture after the date of this Agreement.

4. Said Licensee shall keep a true book of account, accessible to said Licensor and its legal representatives, showing the number of all heat insulating coverings made, directly or indirectly by or for said Licensee, subsequent to the date hereof and coming within the description of any of the claims of said Letters Patent, ^{Made in accordance with section 2.} and shall, beginning with January 25th, 1934, and at intervals not exceeding three months thereafter, render to said Licensor a statement of account, under oath, of a competent officer of said Licensee, setting forth the number of all such coverings for which royalty has not been paid, manufactured, directly or indirectly, by or for the Licensee and shipped from the point of manufacture, during the period preceding the first day of the month in which such report is made, and shall therewith pay to the Licensor the full amount due in accordance herewith.

5. The license herein contemplated shall be contingent upon the due performance by said Licensee of each of the covenants herein set forth, and may be terminated for the breach of any

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 Report No. 4613 COMMISSION'S Exhibit No. 149-B
 IN THE MATTER OF _____

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REPRODUCED AT THE NATIONAL ARCHIVES

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such covenant on the part of said Licensee by the Licensor or its legal representative giving to said Licensee or its legal representative sixty days' notice in writing to that effect and specifying, in such notice, the nature of the breach claimed; Provided the Licensee fails to reftify the breach specified within said sixty days; but such termination shall not release the Licensee from liability for royalty in accordance herewith.

6. This Agreement may be terminated at the end of any calendar year, by either Licensor or Licensee giving the other sixty days' written notice to that effect; but such termination shall not release the Licensee from liability for royalty in accordance herewith.

7. Upon termination of this Agreement, Licensee shall pay Licensor the herein stated royalty for all coverings made in accordance with section 2 hereof and retain at the point of manufacture.

8. Upon notice and evidence, furnished by said Licensee to said Licensor, that any competitor of the Licensee is making, using, or vending any heat insulating covering in infringement of said Letters Patent, said Licensor shall, within thirty days thereafter, bring suit for infringement. If the Licensor fails to bring suit within such thirty days and press the same with reasonable diligence; the Licensee may suspend payments of the royalty herein specified until such time as suit is actually brought and/or prosecuted with reasonable diligence, as the case may be; but said Licensor shall not be obligated to maintain more than one such suit at one time.

9. If suit is brought against Licensee charging infringement of any other Letters Patent, based upon this operation in accordance with the license herein; Licensor shall render such

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assistance as, in the judgment of its officers, may be reasonable under the circumstances of the suit; Licensee shall have the right to cancel this Agreement, if the Licensor elects to take no action in defense of Licensee.

10. In the event that any claim of said Letters Patent is held ⁱⁿvalid, or so construed, by a Court of competent jurisdiction, as not to describe any heat insulating covering manufactured by the Licensee, the royalty, insofar as any such claim or claims is concerned, shall cease.

11. During the continuance of this Agreement, the Licensee shall not vend any article within the description of any of said claims, upon more favorable terms, as to credit and/or delivery, or at a less price than required by the Licensor for its products within the description of those claims. Such terms may be changed by the Licensor upon ten days' notice sent by registered mail to the Licensee, but are now, for coverings such as described in the "Specifications" appended hereto, as follows:

Credit, net, thirtieth day of the month following the date of the invoice; discount of two per cent., for cash on the tenth day of the month following the date of the invoice.

Delivery, less than twenty-five coverings, f.o.b., factory. Twenty-five or more coverings for delivery east of the Mississippi River, full freight allowance.

12. The Licensee may make, use, and vend such coverings as described in section 2 hereof in standard sizes and other than standard sizes set forth in the appended list of sizes and prices. The royalty for each covering for which the price to the jobber is Three Dollars or less shall be Ten Cents. The royalty for each covering for which the price to the jobber exceeds Three Dollars shall be three and one-third per cent., of the price to the jobber.

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COMMISSIONERS 11641 So. 149-D
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The term "jobber" used above means all legitimate whole-salers of plumbing, heating, and/or mill supplies.

The terms and prices thus established by the Licensor from time to time shall be maintained by both the Licensor and Licensee until changed by the Licensor upon notice to the Licensee as aforesaid.

13. The License herein contemplated shall extend to any present or future subsidiary of JOHNS-MANVILLE CORPORATION, but the latter shall directly account to the Licensor for each article within the description of any of said claims made by or for any such subsidiary.

14. The license hereby granted shall not be assignable by the Licensee except to its successors in business; but said patent may be sold and this License Agreement assigned by the Licensor.

15. Licensor shall not grant any other license under said Letter Patent on more favorable terms than herein stated.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be signed and sealed by their officers thereunto duly authorized, as of the Sixteenth day of February, 1934.

NORRISTOWN MAGNESIA & ASBESTOS CO.

By A. K. Burgstresser (signed)
President

Attest:

J. M. High (signed)

JOHNS-MANVILLE CORPORATION

By Lewis H. Brown (signed)
President

Attest:

FEDERAL TRADE COMMISSION

Jacket No. 4613 SECTION 5 Exhibit No. 149-E

IN THE MATTER OF _____

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SPECIFICATION FOR COVERING

- Weight of Paper - To be approximately six pounds per one hundred square feet.
- Thickness - Jackets to be made of three plies, each approximately 1/4" thick.
- Liner - Inside liner shall consist of a sheet of asbestos paper weighing eight pounds per one hundred square feet.
- Finish
(Including Backer) - The finish of the boiler jackets is to be either plain or crimped asbestos paper of the same weight as the liner. This paper may be colored or painted as desired.
- Opening - Cover shall be cut longitudinally in the center of the cemented section, which is the only hard portion of the jacket, with approximately a forty-five degree mitre.
- Bands - Sufficient bands shall be furnished to properly apply the jackets and are to be not less than 1-1/4" wide.
- Finish for Head - Sufficient asbestos cement shall be furnished to cover the top of the boiler to a thickness of at least 3/4". When cement is required for both ends the additional quantity shall be charged for extra.
- Package - All packages are to be marked "Licensed under U. S. Patent No. 1,902,794, granted March 21, 1933."

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1. All coverings 60" and longer furnished with five 1-1/4" black bands.
2. Any length other than those shown will be priced at the next larger length, i. e., 18" x 58" will be priced as 18" x 60".
3. Coverings made for diameters other than those shown will be priced at the next larger diameter plus \$1.25 for each covering, i. e., 38" x 60" will be priced as 42" x 60" - \$7.50 plus \$1.25 - \$8.75.
4. Extra bands other than those supplied:

1-1/4"	\$.05 each
2"	.10 each.

5. Coverings made for horizontal type boilers to have both heads insulated must be so specified. Heads can be either asbestos cement or solid cellular disks. Additional charges, as follows:

Asbestos cement Additional for each extra head		Solid heads 1" thick Cost as follows:
12-14-16" dia.	.25	.60
18-20-22" "	.33	\$1.00
24" "	.40	1.25
30" "	.50	2.00
36" "	.60	2.50
42" "	.75	3.00

Note: Cost of solid heads included two heads and increased length of covering to permit heads to fit.

6. For painting or aluminum coating covering add:

	Paint	Aluminum
12-14-16" dia.	\$1.00	\$.75
18-20-22" "	1.40	1.00
24" "	1.50	1.05
30" "	1.75	1.25
36" "	2.00	1.50
42" "	3.00	1.75

7. For painting or aluminum coating two solid cellular heads add:

12-14-16" dia.	.25	.15
18-20-22" "	.50	.35
24" "	.60	.40
30" "	.75	.60
36" "	1.00	.75
42" "	1.25	.90

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LIST OF SIZES AND PRICES

SIZE	DISTRIBUTOR COST	JOBBER COST	OIL BURNER DEALER	PLUMBER	CONSUMER
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Standard sizes

12 x 60	\$1.45	\$1.75	\$2.30	\$2.30	\$3.00
14 x 60	1.90	2.25	3.00	3.00	3.75
16 x 60	2.30	2.75	3.70	3.70	4.50
18 x 60	2.50	3.00	4.00	4.00	5.00

Other than standard sizes

12 x 36 ^N	1.30	1.45	1.80	1.90
14 x 60	1.45	1.60	2.00	2.10
16 x 36	1.60	1.80	2.25	2.40
18 x 36	1.90	2.10	2.60	2.80
12 x 42	1.55	1.70	2.25	2.30
12 x 48	1.55	1.70	2.25	2.30
14 x 48	1.70	1.90	2.40	2.50
16 x 48	1.90	2.15	2.70	2.90
18 x 48	2.15	2.40	3.00	3.20
20 x 48	2.35	2.60	3.25	3.50
22 x 48	2.50	2.80	3.50	3.75
24 x 48	2.70	3.00	3.75	4.00
30 x 48	3.30	3.70	4.60	5.00
36 x 48	4.00	4.50	5.60	6.00
12 x 54	1.57	1.75	2.20	2.30
14 x 54	1.80	2.00	2.50	2.65
16 x 54	2.00	2.25	2.80	3.00
18 x 54	2.25	2.50	3.10	3.35
20 x 60	3.25	3.60	4.50	4.80
22 x 60	3.50	3.90	4.90	5.20
24 x 60	3.80	4.20	5.25	5.60
30 x 60	4.50	5.00	6.25	6.70
36 x 60	5.65	6.30	7.90	8.40
42 x 60	6.75	7.50	9.35	10.00
12 x 72	2.50	2.80	3.50	3.75
14 x 72	2.80	3.15	3.95	4.20
16 x 72	3.15	3.50	4.35	4.65
18 x 72	3.60	4.00	5.00	5.35
20 x 72	3.85	4.30	5.40	5.75
22 x 72	4.15	4.60	5.75	6.15
24 x 72	4.50	5.00	6.25	6.65
30 x 72	5.40	6.00	7.50	8.00
36 x 72	6.75	7.50	9.35	10.00
42 x 72	8.10	9.00	11.25	12.00
24 x 84	4.75	5.30	6.60	7.10
30 x 84	5.85	6.50	8.10	8.65
36 x 84	7.20	8.00	10.00	10.65
42 x 84	9.00	10.00	12.50	13.35
24 x 96	5.60	6.25	7.80	8.35
30 x 96	6.75	7.50	9.35	10.00
36 x 96	8.55	9.50	12.00	12.70
42 x 96	10.00	11.50	14.50	15.50

FEDERAL TRADE COMMISSION
Docket No. 4613, Exhibit No. 49-H

IN THE MATTER OF _____

DATE _____ WITNESS _____

REPORTED BY _____ 949

ETHEL E. FISHER & ASSOCIATES, INC.