

Monsanto

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Monsanto Company
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August 2, 1971

Edward S. Silber, Esq.
Price, Cushman, Keck & Mahin
134 South LaSalle Street
Chicago, Illinois 60603

Dear Sir:

We are writing with reference to your letter of July 26, 1971 addressed to the President and Secretary of this Company, which we acknowledged on July 28, 1971.

Our records do not reveal that Monsanto has made any sales of our product, Aroclor-1254, to your client, Monteagle Silo Company ("Monteagle"); and from your letter we are unable to determine whether there is any basis for any claim against Monsanto in these matters. Since your letter states that claims have been made against your client as a result of its use of one of our products, we would be interested in additional information so we can investigate the problem further. Perhaps a meeting could be held at which representatives of your firm and your client and of our Company would be in attendance. We think it would be useful to discuss at such a meeting various factual aspects of the matter, such as:

1. From whom and when did Monteagle purchase the Aroclor-1254 which it used?
2. Your letter refers to a series of claims made against Monteagle. The claim of Ernest Austin of Charlotte, North Carolina, is set forth in the letter of Henderson, Henderson & Shuford dated July 6, 1971, that you enclosed. What other claims have actually been asserted against your client to date and how many silos are involved in such claims?
3. How many silos have been built by Monteagle that may involve a similar problem?

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4. An enclosure to your letter suggests that Monteagle did some remedial work for the Carlton Brothers' silo at Rockmart, Georgia. What action was taken and what was the cost thereof?
5. Has Monteagle remedied or replaced any other silos painted with a product containing Aroclor-1254; and if so, what was done and what was the approximate cost thereof?
6. Your letter mentions that your client is considering sandblasting the interior of silos and replastering. What is the approximate estimate of the cost of such work as compared with the cost of a replacement silo of the same size?
7. With respect to the claims that have been asserted against your client to date, when were the silos built and have they been repainted or recoated since original construction?

If you and your client favor such a meeting, please telephone the undersigned so we can set a mutually convenient date. Meanwhile, we suggest that your client take whatever action it considers appropriate with respect to these claims as we do not acknowledge that any financial liability should be borne by Monsanto.

Very truly yours,



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