

cc: C. W. Herze - Ardmore
A. L. Meyer - Ardmore
O. F. Grieve - Paoli
R. I. Smith - Ardmore Legal
S. Jorgensen - Wilmington

THIS COPY FOR

PLAINTIFF'S EXHIBIT

GP-2116

April 11, 1962

Mr. J. A. Marian, Product Manager
Johns-Manville Sales Corporation
22 East 40th Street
New York 16, New York

Dear Mr. Marian:

The shipment of Johns-Manville material out of the Bestwall Plants has varied widely during the first few months of 1962. Orders placed at some of the plants have not approached the contract minimum. On the other hand, the Johns-Manville sales efforts have been tremendously successful out of two or three plants, particularly Wilmington and Sigurd.

The great success at Wilmington has created problems in shipping all customers from that plant. I wish to call your attention therefore, to the quantities shown in the contract and the stipulations relative to the maximum footage that the Manufacturer must furnish on the Factor's orders. Shipments of Johns-Manville orders thus far in April have been so high daily that the contract maximum figures may soon be reached. This is particularly difficult since the plant will not be on a three shift (full capacity) operation until the end of April.

It has been suggested that you review the distribution of Johns-Manville material out of Wilmington so that if it becomes necessary to restrict shipment on orders for Johns-Manville material because the contract maximum has been exceeded, it will not place undue burden on your sales efforts.

The plant has been instructed to ship Johns-Manville orders without regard to any daily maximums providing the material is on hand to make shipment, the contract maximum has not been exceeded and facilities to make shipment are available. However, they have been instructed to tell General Sales when the contract maximum is neared, at which time you will be advised. This may require some scaling down of orders.

The matter at Sigurd is not as acute at the moment but may reach that stage during May.

SGP 0024633

Please be assured that if it becomes necessary to follow Section 17 of the Contract relating to "Retable Treatment, Sealing Down of Orders, Allotments" that Bestwall will do everything possible to assist Johns-Manville in serving Johns-Manville customers.

Very truly yours,

BESTWALL GYPSUM COMPANY

G. B. Abbey,
Merchandise Manager, Gypsum

GRA/ckp

cc: Mr. H. F. McDonald
Mr. F. F. Dutcher