



EHRRET MAGNESIA MANUFACTURING CO.

MANUFACTURERS OF

Ehret's 85% Magnesia
and Endure High Temperature
PIPE AND BOILER COVERINGS

INSULATIONS
PACKINGS
ASBESTOS TEXTILES
REFRACTORY CEMENTS
CARBONATE OF MAGNESIA

ESTABLISHED 1887

GENERAL OFFICE & FACTORY
VALLEY FORGE, PA.

PLAINTIFF'S EXHIBIT

USG-1533

May 9, 1939.

Re: Contract dated September 11, 1935, between
Ehret Magnesia Mfg. Company, Valley Forge, Penna.,
and National Asbestos Mfg. Company, Jersey City,
New Jersey, and Assignment of aforementioned
Contract covered by mutual acceptance in United
States Gypsum Company's letter dated April 10,
1936, and Ehret Magnesia Mfg. Company's two
letters dated April 20, 1936.

This agreement dated this 9th day of May, 1939, by
and between United States Gypsum Company, Chicago, Illinois,
and Ehret Magnesia Mfg. Company, Valley Forge, Pennsylvania,

Witnesseth that:

In consideration of the United States Gypsum Company's
allowing all charges which we have made against them to cover
10% commission on sales to:

Standard Asbestos Company, New York, N. Y.
Charles S. Wood & Company, Newark, N. J.

which were not taken care of by their credits to us, and in
view of other considerations which have been performed, it
is agreed that the aforementioned contract existing between
the signatories to this agreement by virtue of the assignment
mentioned, is cancelled and ceases to exist, without obliga-
tion to either party, as of this date.

UNITED STATES GYPSUM COMPANY

J. K. Langer
Vice President

EHRRET MAGNESIA MFG. COMPANY

Alvin W. Ehret
President

Attest

Russell Crawford
Secretary

NEW YORK

PHILADELPHIA

CHICAGO

(DISTRIBUTORS IN ALL OTHER PRINCIPAL CITIES)

CP024 0354

EHRET MAGNESIA MANUFACTURING CO.



INSULATIONS
PACKINGS
ASBESTOS TEXTILES
REFRACTORY CEMENTS
CARBONATE OF MAGNESIA

MANUFACTURERS OF
Ehret's 85% Magnesia
and Enduro High Temperature
PIPE AND BOILER COVERINGS

GENERAL OFFICE & FACTORY
VALLEY FORGE, PA.

April 20, 1936.

Mr. G. M. Knede, Executive Vice President,
U. S. Gypsum Company,
300 West Adams St.,
Chicago, Illinois.

Dear Sir: Re: Contract dated September 11, 1935,
between Ehret Magnesia Mfg. Company
and National Asbestos Mfg. Company,
Jersey City, N. J.

In order to facilitate sales of the materials manufactured by National Asbestos Mfg. Company, we recently agreed verbally, to allow National Asbestos Mfg. Company to sell direct to our Northern New Jersey and New York distributor, and not through us, as had been the practice for several years past. In return, National agreed and has since the agreement allowed us 10% commission on the sales value of all shipments invoiced direct for the account of Charles S. Wood & Company, 27 Lombardy Place, Newark, N.J..

This has been a "Gentlemen's Agreement" and is not mentioned in the aforementioned contract. It will be necessary for us to have this arrangement continue, or else we will of necessity have to insist on our distributor dealing direct with us, and in order to save friction and not interfere with relations which have existed between Charles S. Wood & Co. and National Asbestos Mfg. Co., we would ask that you sign the duplicate copy of this letter which will be interpreted that during the life of the aforementioned contract which you are taking over, that you will continue this arrangement and send us monthly, or oftener, credit memos for 10% on the invoice value of all materials which your Company ships for the account of Charles S. Wood & Co., Newark, N.J. We hope that a continuance of this arrangement will be acceptable to you and remain,

Yours very truly,
EHRET MAGNESIA MFG. COMPANY

John P. DuSoy
VICE PRESIDENT IN CHARGE OF SALES

JPD:SG

Accepted:

U. S. Gypsum Company

By *G. M. Knede*

Date

APR 24 1936

NEW YORK

VICE PRESIDENT

PHILADELPHIA

CHICAGO

(DISTRIBUTORS IN ALL OTHER PRINCIPAL CITIES)

GP024 0361

EHRET MAGNESIA MANUFACTURING CO.



MANUFACTURERS OF

Ehret's 85% Magnesia
and Enduro High Temperature
PIPE AND BOILER COVERINGS

INSULATIONS
PACKINGS
ASBESTOS TEXTILES
REFRACTORY CEMENTS
CARBONATE OF MAGNESIA

ESTABLISHED 1897

GENERAL OFFICE & FACTORY
VALLEY FORGE, PA.

April 20, 1936.

Mr. O. H. Emde, Executive Vice President,
U. S. Gypsum Company,
300 West Adams Street,
Chicago, Illinois.

Dear Sir: Re: Contract dated September 11, 1935,
between Ehret Magnesia Mfg. Company
and National Asbestos Mfg. Company,
Jersey City, N. J.

We have executed the duplicate copy of your letter of April 10, 1936, with an exception, and hope that the exception we are detailing below, will be agreeable to your Company, in which case we would thank you to sign the duplicate copy of this letter and return to us and then we will understand our arrangements correctly.

The exception we are taking is to the second sentence in the first paragraph on page 2, of your letter of April 10, reading:

"It is our understanding of the contract that it is intended to and does apply to your entire requirements of the products referred to in the contract."

Our contract with National Asbestos Mfg. Company is a dual contract, necessitated by the location of National Asbestos Mfg. Company's plant. It is necessary for us in many instances to load mixed carloads of High Pressure and Low Pressure, consigned to one warehouse or to one destination. In these cases it is necessary for us to have materials usually more promptly than they could be obtained from Jersey City, and at a cost to us which is no greater than the cost would be had shipment originated at your base factory shipping point, because the goods are being sold on that basis to our distributors by us, therefore, our contract with National Asbestos Mfg. Co., applies only on such portions of the materials covered by the agreement, as are shipped direct for our account, which we estimate to be approximately 90% of our requirements.

NEW YORK

PHILADELPHIA

CHICAGO

(DISTRIBUTORS IN ALL OTHER PRINCIPAL CITIES)

GP024 0362

John P. DuBois, Vice President,
Page #2.

April 10, 1936.

Based on 2" I.D. pipe 1-1/32" thick covering -

List Price per 100 lin. ft.	Current Distrib'r Discount	Current Price to Distrib. per 100 lin. ft.	Increase in Price over Base per 100 lin. ft.	Discount to Khret per 100 lin.ft.			Price to Khret per 100 lin. ft.
				10% of Current Dist. Price	10% of Increase	Total Dis- count	
\$ 34.00	87-10	\$ 4.21	-	\$.42	-	\$.42	\$ 3.79
34.00	88-10	4.33	.32	.455	.035	.485	4.045
34.00	89-10	4.45	.63	.484	.065	.551	4.309
34.00	90-10	4.48	2.47	.642	.247	.889	5.585
34.00	91-10	4.10	2.89	.610	.289	1.199	6.901
34.00	92-10	9.73	5.32	.973	.532	1.525	8.205
34.00	93-10	11.34	7.13	1.134	.713	1.847	9.493
34.00	94-10	12.95	8.77	1.295	.877	2.175	10.805

Where proportional increases in commissions are provided for in the contract they shall be determined in the same manner. It is our understanding of the contract that it is intended to and does apply to your entire requirements of the products referred to in the contract.

If you are in accord with the interpretations of the contract above stated, and will execute one copy of this letter and return it to us, then the provisions of the contract of September 11, 1935, between your company, as interpreted and explained in this letter, will constitute our agreement.

Yours very truly,

UNITED STATES GYPSUM COMPANY

J. M. Knoder

Executive Vice President.

ACCEPTED

KHRET MAGNESIA MANUFACTURING CO.

By

John P. DuBois
Vice President

Date

CP024 0365

agreement between **EMMET HANCOCK MANUFACTURING COMPANY**, Valley Forge, Pa., referred to hereinafter as "Herc", and **NATIONAL ASBESTOS MANUFACTURING COMPANY**, Jersey City, N.J., referred to hereinafter as "National".

Herc agrees to furnish Herc for a five year period from the date of this agreement, all materials as detailed on Schedule "A" and "B" attached, under the following arrangements:

Schedule "A" attached. This Schedule lists the prices which National now extends to the Approved Distributor and Approved Insulation Contractor Classification. Herc is to enjoy 10% commission over said price schedule. Any time that National revises the selling price to the classified accounts mentioned above, Herc will enjoy said new prices. In the event that the prices shall be higher than Schedule "A" prices, Herc's commission shall increase proportionately. In the event that the prices shall be lower than Schedule "A" prices, Herc shall continue to enjoy a minimum commission of 10% on the lower prices.

Schedule "B" attached. Prices on Asbestos Paper, Asbestos Rollboard and Asbestos Corrugated Paper are not subject to any commission. In the event that National publishes prices to the Approved Distributor and Approved Insulation Contractor Classification higher than prices listed below, Herc's cost on these materials will be raised proportionately. In the event of a decrease in price, Herc's cost will be decreased proportionately.

Asbestos Paper, 8 lb.	-	\$57.00 per ton
Asbestos Paper, 6 lb.	-	\$6.00 per ton
Asbestos Rollboard	-	\$7.00 per ton
Corrugated Paper	-	3.30 per roll

Prices on Sponge Felt Pipe Covering and Black, Pyrotection Pipe Covering and Flat or curved Black are subject to 10% commission. Any time that National revises the selling price to the classified accounts mentioned above, Herc will enjoy said new prices. In the event that the prices shall be higher than Schedule "B" prices, Herc's commission shall increase proportionately. In the event that the prices shall be lower than Schedule "B" prices, Herc shall continue to enjoy a minimum commission of 10% on the lower prices.

National agrees to sell to Herc for delivery to Standard Asbestos Company, New York, New York, material enumerated on Schedules "A" and "B" at twenty-five percent less than the prevailing Jobbers Price which shall be published by National from time to time, less the prevailing and agreed upon commission.

The terms and conditions of this agreement shall continue in full force and effect from the date hereof until the same shall be terminated, which shall only be by agreement in writing of both parties to this agreement.

Asbestos Paper, Flat.	6-lb.	\$70.00 per ton
	8-lb.	70.00 " "

Asbestos Rollboard	60.00 " "
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Asbestos Corrugated Paper,		
1/4" thick, 200 sq. ft. per roll	2.07 per roll	

Asbestos Sponge Felted Pipe Covering,

3/8" thick	20¢
1/2" "	20¢
1" to 2 1/2" th. single layer	20¢
1" to 2 1/2" th. double layer	40¢
3" thick, double layer	50¢

Asbestos Sponge Felted Blocks, 1" th.	20¢
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Pyrobestos Pipe Covering & Flat Blocks	40¢
Pyrobestos Curved Blocks	60¢

Waterproof jackets:

Asbestos asphalt impregnated	- 6 points of list on any	
	Pipe Covering discounts	
45-lb. Rag Felt, asphalt	- 4 points of list	20¢
Less than 45-lb. rag felt		
asphalt impregnated-	2 " " "	40¢

Discounts mentioned above are from Standard Price List attached hereto.

All above prices are f. o. b. Jersey City, N. J., freight equalized with nearest competitive factory

Schedule B.

GP024 0372