

Baldwin

Rayton Works

August 22, 1937

Underwriters' Labor-
Union Label Service

Mr. E. C. Smith
Marketing Manager
Rayton

cc: Mr. C. E. Lange
cc: Mr. E. V. Clark
cc: Mr. E. E. Miller

In view of the confusion still apparently existing after reading Mr. Durant's 8-14-37 letter to you, perhaps a recapitulation of the whole problem is in order so that you can make a decision and we can get this matter off dead center.

In November, 1936, U. S. Fireweed Works presenting us for labels on asbestos Destructive and on standard 1-1-37. After getting estimates of the costs involved, this request was replied to in Mr. Leland's 11-22-37 letter to Mr. McGuire asking, in effect, for information on additional business available to us should we accept this work. To my knowledge, his letter was never answered.

During 1938, it was discussed that as Fireweed Works we could make would over meet the then existing Coast Guard specifications, and Mr. Durant was instrumental in having the Coast Guard accept the then approved materials and notified us in his 1-2-38 letter that he had been successful and the new requirements were being established. He requested that we apply for Label Service and negotiate with us to pay for it.

On 1-2-38, Mr. Durant requested the appropriate application blanks from Underwriters and then tentatively started the investigation. In the Underwriters' 2-13-38 letter to Mr. Durant, all necessary information and applications were furnished, needing only signatures to start the process officially. In a 2-22-38 meeting on this subject, Mr. Lange stated that Engineering would not pay for this service, and that we were to hold up the request until Mr. Durant cleared the entire procedure with Mr. Durant. Thus far, we were considering only one type of asbestos Destructive and Underwriters' had set a cost limit of \$1000 for the work. Also, we were still only talking about negotiating initiating this investigation, and the major question was whether we included U. S. Fireweed at all (doing the doing ourselves), or whether we went in jointly with them.

The week of 3-4-38 or 3-11-38, Mr. Durant came to Rayton and complicated the picture by insisting that, in view of the time element, we go in for testing of three different compositions of asbestos Horta, since the new flame spread rating of 20 would still be very difficult to meet.

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Mr. E. C. Smith

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Because this complicated the situation technically as well as obviously increasing the total cost, we felt more information was necessary and I accordingly visited Mr. A. J. Steiner of Underwriters' on 4-9-59 to get answers to our questions and additional information which we felt necessary to make sensible decisions on this. Mr. Steiner was invited to attend this meeting but did not come. Among other things, we learned that we could get a label on the face and the composite panel with one set of tests, that it was not necessary to go to a more restrictive construction of Deconstruction to try to get a lower flame spread rating if our first material should fail, but that we could re-test the first material, and that under their Multiple Listing Service either we or U. S. Plywood could apply and the other could obtain use of the label thereby obtained.

Since we could not get Mr. Steiner's agreement to go ahead on our basis nor get anyone else interested in bearing the full cost of the investigation as Steiner wished it, Mr. Heller and I decided that I should write to Steiner with a copy to Mr. Steiner and state our position on 4-20-59. I wrote such a letter and gave Mr. Heller all copies which were then turned over to Mr. Grosh for signature or re-writing. This letter stated, in essence, we would not initiate the investigation nor share in the cost beyond the very considerable cost for engineering time and materials needed for the investigation and testing, and, in return for this, U. S. Plywood would give us benefit of Multiple Listing on the sheet material.

Nothing happened until Mr. Grosh's letter of 6-24-59 to Mr. Steiner in spite of repeated pressure from Mr. Steiner to get something going and reminders from Product Planning in the meantime. Unfortunately, neither this letter nor the 7-6-59 letter to Mr. Steiner made any mention of our contribution of engineering time and materials being conditional upon our having Multiple Listing Service on the label on Marine Cases. U. S. Plywood objected strenuously, then applied themselves, in accordance with Mr. Grosh's letter for Label Service on 3 types of 1/8" exterior and on 1/16" standard Cases, and on composite panels (factory-gined and field-gined) made from the one chosen exterior Marine. The investigation was begun and Mr. Heller arrived 8-3-59 to witness the manufacturing of materials for test.

It was brought out on 8-1-59, after talking with Mr. Heller of Underwriters' who was here to witness our progress, that since we such Multiple Listing condition was established, the owner of the investigation and Label Service, namely U. S. Plywood, would have complete control over the label and, if they so wished, we could be prevented from using it except in accordance with their instructions. We decided then to back down from our previous position and, having talked with Mr. Steiner of Underwriters' the fact that this would not complicate the matter or delay the program, and application for Label Service on 1/8" exterior and 1/16" standard Marine cases, we offered this investigation to run concurrently with the U. S. Plywood investigation on composites made from these materials. Since it would be rather difficult for the Underwriters' Laboratories to set a true cost on each portion of the work, we offered to U. S. Plywood to pay one-half the total cost after all was completed. The important thing was that we would have complete control of the labels on 1/8" exterior and 1/16" standard, and U. S. Plywood would have such control on the composites which they developed.

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Mr. Grosh and I informed Mr. Dement of this by telephone 8-4-59. I understood Mr. Grosh also put this in a letter to Mr. Dement (8-4-59). Mr. Dement called Mr. Grosh 8-6-59 and verbally approved. On 8-7-59 Mr. Grosh wired Dement that we were entering our application and requesting they accept their application accordingly. On 8-7-59 I wrote to Mr. Steiner with a copy to Mr. Dement requesting our application be entered, having determined already that this would not delay the program in the slightest, but that it would only be a paper work change for U.S. Plywood to modify their application and Underwriters' to accept ours, the total of the two amounts to the same as that for which U.S. Plywood had already applied.

I saw note from Mr. Dement's letter of 8-10-59 to me that he has still not changed their application at Underwriters' and is offering us what appears to be only Multiple Listing Service under their application with us paying half the cost. As I read it, U.S. Plywood would still retain control of the label on our Plywood sheet. I cannot understand Mr. Dement's comments concerning Mr. Briner feeling it is best to let the investigation continue under their application, since Mr. Briner's supervisor, Mr. Steiner, has already told me that it would not inconvenience them to change this to separate applications at this time. As a matter of fact, I cannot see how one could avoid having even more paper work and changing of records if the change is made instead at the end of the investigation and testing provided the control of the label is to be transferred to Westinghouse and not just give Westinghouse a Multiple Listing subject to any conditions U.S. Plywood may wish to impose on it.

For Mr. Grosh's 8-4-59 instructions, we are not to ship the test material witnessed by Mr. Briner until he advises; the whole investigation is therefore stopped on dead center until you or Mr. Grosh advises us that you are satisfied with the negotiation and to ship the material.

Rayton W. King - Engineering Section Manager J. I. Baldwin

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