



W.F. Tiernan - " "
B.A. Wilson
H.T. Freer

E. I. DU PONT DE NEMOURS & COMPANY
(INCORPORATED)
PHILADELPHIA, PA.

FINISHES DIVISION

W. F. D.
EASTERN SALES OFFICE
1616 WALNUT STREET
P. O. BOX 2146

March 6, 1933.

MR. W.F. DONOHUE,
WILMINGTON OFFICE

TULLER AND MOOSMAN COMPLAINT

On Tuesday, February 28, at 12 o'clock at the Empire State Building Office, a conference was held with Mr. Moosman of the subject company, who was accompanied by his attorney, Mr. Philip Novick. Messrs. Freer, Wilkins, and the writer were present.

We explained du Pont's position as follows:

- (1) That a sample of the material complained of had been duly examined by our laboratory and factory and found up to standard;
- (2) That the material was designed and approved for all classes of work, having been used on some of the largest jobs in New York; viz. -

Bankers Trust Co. - applied by Barker Painting Co.
RCA-Victor Bldg. - " " Bernard Brindze Co.
Irving Trust Co. - " " W.P. Nelson Co.
Farmers Loan & Trust Co. -

- (3) That it was specified on the new Penna. Railroad station in Philadelphia;
- (4) That if the formula was correct and if the material had been used with satisfaction at other places, the natural assumption to be drawn was that Tuller and Moosman had attempted to obtain an exaggerated stipple with RM-18201 and that the blotchy condition (cause of the complaint) was due to application.

Mr. Moosman then countered by explaining that exhibits in the hospital consisting of 300 closets that he had left to be finished, a few of the rooms having one half painted with 18201 (blotchy effect) and the other half painted with 8824 (very satisfactory), certainly indicated the trouble was with the material and not with the application. He stated that he had taken pictures of the walls, a sample of the material, etc., and that he had, in his opinion, conclusive proof that it was the material.

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Both sides vigorously endeavored to prove their respective points. The attorney finally intimated that a reasonable doubt existed on both sides and that a compromise should be effected.

The discussion then reverted to extra expenses incurred by Moosman, who stated that he was put to over \$2900 additional expense, excluding material. Freer vigorously disagreed with him on this figure. Attorney Novick then suggested that he be allowed to personally check Moosman's figures and that we get together at a later date, to which we agreed and all went to luncheon.

At our next meeting, it might be possible to effect a compromise settlement.

The attached memorandum from H.T. Freer explains that the product is at fault. If the rooms complained of by Moosman are similar to the panel I saw in the New York Office (painted by Krause) I certainly feel that any adjustment is not a selling expense item. The adjustment will run considerably over \$500 and may total \$1500 or more.

Please advise how you desire me to handle the matter further. |||

JOHN H. STUTT

JHS:es
Encl.