

FILE NAME: National Safety Council (NSC)

DATE: 1935 Sept 17

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DOCUMENT DESCRIPTION: Letter to Donald Tulloch, Jr. from Philip Carey Co. RE Johns-Manville

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FEDERAL TRADE COMMISSION
Docket No. 4613 COMMISSION'S Exhibit No. 14-A
IN THE MATTER OF Asbestos
DATE 5/11/42 WITH EVIDENCE Tulloch
RESPONSE Walsh

COPY

September 17, 1935

Mr. Donald Tulloch, Jr.,
16th floor, Inquirer Building,
Philadelphia.

Dear Mr. Tulloch:

Enclosed is proposed form of letter which The Philip Carey Mfg. Company will want Johns-Manville Corporation to execute in duplicate so that you can deliver to The Philip Carey Mfg. Company duplicate originals of the letter, together with duplicate original license agreements under patent 1,972,500 between you and The Philip Carey Mfg. Company, if, as and when the license agreement is executed.

Will be glad to have your advice as to whether or not this is in form satisfactory to Johns-Manville Corporation and if not what changes or modifications they desire so that we may consider same.

Yours very truly,

(S) Geo. W. Mills, Jr., J.W.

GWM:JW

PROPOSED LETTER FOR JOHNS-MANVILLE CORPORATION TO
DELIVER TO CAREY UPON EXECUTION OF THE LICENSE AGREEMENT
BETWEEN CAREY AND TULLOCH UNDER THE TOOHEY PATENT.

The Philip Carey Manufacturing Company,

Lockland, Ohio.

Gentlemen:

Re: License under Toohey Patent No. 1,972,500.

If the License Agreement between Johns-Manville Corporation and Donald Tulloch, Jr., dated _____, 1935, granting to Donald Tulloch, Jr. an exclusive license with right to sublicense others, under patent 1,972,500, is cancelled, annulled or terminated by lapse of time or otherwise, prior to the date of expiration of the said patent, and as a result thereof any License Agreement which you have or may hereafter make, with said Donald Tulloch, Jr. under said patent is thereby terminated or cancelled, we, Johns-Manville Corporation, agree to forthwith grant you a license to manufacture, use and sell materials, embodying the invention of the said patent, upon the same royalty basis that the license with Donald Tulloch, Jr., at the date of its expiration, provided for and upon the same terms and conditions as contained in said license.

We further agree that any license, as above provided for, granted by Johns-Manville will provide that the minimum price at which you can sell the patented products under the aforesaid patent

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shall be no higher, and the discounts and terms and conditions of sale shall be no less favorable to your customers, than the prices, discounts, terms and conditions of sale at which Johns-Manville sell the same or similar products to their customers.

This letter and agreement shall be binding upon the Johns-Manville Corporation and its successors or assigns.

Very truly yours,

JOHNS-MANVILLE CORPORATION

By _____

Attest:

Secretary.

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