

FGH 4-0330

N17448

11/1/84

Contract

Quentin Lee

Product C

and

Mr. Gladson

Sept 11/84

WHEREAS, Anaconda is a manufacturer of dry white lead at East Chicago, Indiana, and is without facilities for grinding the same, and whereas Glidden has the necessary facilities for grinding such lead in oil and is willing under the terms of this agreement to purchase Anaconda dry white lead upon the understanding and agreement that all sales made by it of such white lead ground in oil may and shall be made under an Anaconda brand, such as is hereinbelow set out upon the conditions herein stated. Now, therefore, it is agreed

1.

Anaconda gives Glidden the privilege during the continuance of this contract of using the word "Anaconda" as a brand and trade name upon all packages which Glidden may offer for sale or sell in the United States, or any of its foreign possessions, which contain only basic carbonate of lead manufactured by Anaconda and ground in paste or liquid form by Glidden in suitable vehicles resulting in a quality fully equal to any competing brands on the market. The label shall plainly show ingredients in accordance with the State laws regulating sales of paints and varnishes. Any packages of such white lead

(1.)

and to sell it either dry or mixed in water wherever and so many
soever Anaconda shall please and under an Anaconda or other brand.

5.

Glidden understands and agrees that it is impossible for
Anaconda to prevent other paint manufacturers who may buy
Anaconda white lead dry from grinding the same in paste or liquid
form and selling the same under whatsoever name, whether the
manufacturer's own or a trade name which such manufacturer may
select, and it is understood that while this contract remains
in effect that Anaconda shall be under no obligation to take
any steps legal or otherwise for the protection of Glidden in
the latter's right to the exclusive use of the Anaconda brand,
but that Glidden may at its own expense take such proceedings
or actions as it may deem advisable for the protection of its
rights in the premises. Anaconda agrees however at any time
upon the request of Glidden to notify any manufacturer or per-
son who shall undertake to make use for white lead of any brand
or label containing the word "Anaconda" to discontinue such use
and that Glidden has by contract with Anaconda an exclusive
right to the use of the word "Anaconda" for brand or label
purposes in the marketing of white lead manufactured by

(2).

During the continuance of this agreement Anaconda will extend the same privilege as that hereby given to Glidden with respect to the use of an Anaconda brand to any and all other business firms or corporations owned or controlled or operated as subsidiaries by Glidden or which Glidden may hereafter own or control or operate as subsidiaries, when such other firm or corporation maintains a separate legal existence or otherwise conducts business under a name different from that of Glidden's name, such privilege to continue only so long as such other firm or corporation shall continue to be owned or controlled or operated by Glidden as a subsidiary. On the termination of this contract at any time, or on the termination of the right of Glidden to use an Anaconda brand as herein provided, the right of any such subsidiary to use such brand shall terminate unless by new agreement with Anaconda such rights should be continued. In order that any such subsidiary may become entitled to use any such Anaconda brand, Glidden must first in writing request that such privilege be granted to such subsidiary and the subsidiary must likewise in writing request that such privilege be granted, and agree that the same shall be held and enjoyed only in accordance with the terms and conditions of

that Glidden and its subsidiaries with their facilities for grinding such white lead in oil and marketing the same will create such market demand so long as but only so long as no white lead manufacturer other than Anaconda shall acquire either directly or indirectly a majority ownership of stock or the operating management or control of Glidden; and it is therefore agreed that in case any white lead manufacturer other than Anaconda shall acquire either directly or indirectly a majority ownership of stock or the operating management or control of Glidden or of any of its subsidiary companies exercising a privilege under this agreement, Anaconda may at its option withdraw from and terminate the right of Glidden or of any such subsidiary to make use of an Anaconda brand as heretofore permitted without relieving Glidden from its obligation to continue the purchase of white lead under this agreement and/or at its election Anaconda may terminate this agreement in whole as between itself and Glidden and/or any such subsidiary; and Glidden covenants that if its right to use any brand containing the word "Anaconda" is rightfully withdrawn under the foregoing or any other provision of this agreement, it will not thereafter make any use of such brand or any brand containing the word "Anaconda" except upon packages of the white lead which has

and requests Amecoma to extend such privilege to such subsidiaries, but reserving to itself the right to designate additional subsidiaries from time to time and to request the withdrawal of the privilege from any subsidiary as above provided.

6.

Glidden understands that Amecoma's process for making white lead is patented not only in the United States but in some

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within such country as a product within the protection of the patent granted by such country, then Anaconda may in its discretion and without the consent of Glidden conduct such business of manufacturing and vending such product within such foreign country.

7.

In consideration of the premises and upon the provisions below stated Glidden agrees to purchase from Anaconda, within the term of this contract, a minimum of Nineteen hundred ninety two (1992) tons of Anaconda dry white lead per annum to be shipped from time to time as ordered by Glidden and in the manner hereinafter stated. Except as the parties may from time to time by agreement in writing otherwise provide, Glidden will, within each calendar month, give an order or orders for a shipment or shipments to be made within such month aggregating at least One hundred sixty six (166) tons of dry white lead, and Anaconda will ship the quantities ordered as soon after the receipt of such orders severally as the same can be reasonably loaded on railway cars.

All shipments of dry white lead shall be made in such barrels or containers as Anaconda has customarily used or may adopt for use, and which need not, unless otherwise hereafter

be required by Glidden to be shipped during a designated calendar month, and the shipment or shipments so required to be made under such notice shall not in any case, without the consent of Anaconda, exceed an aggregate of One hundred sixty six (166) tons during any one designated calendar month. A notice by Glidden to Anaconda requiring any additional shipments as permitted by the terms of this sub-paragraph (b) may specify one or more months in which such additional shipments will be required, but must with respect to each month so designated specify the quantity to be shipped in such month.

(c) In addition to the obligation of Glidden to purchase a minimum amount of Anaconda dry white lead expressed in sub-paragraph (a) of this Paragraph C, Glidden agrees that to the extent of the ability and willingness of Anaconda to furnish the same, Glidden will purchase and use such lead to the exclusion of any and all other brands of basic carbonate of lead (except as regards the completion of its existing contract with National Lead Company) in all plants owned or controlled or operated by Glidden which use basic carbonate of lead, and to buy from Anaconda the total requirements of said Glidden plants (and of plants owned or controlled or operated by Glidden) of

obligates itself to furnish under sub-paragraphs (a) and (b) of this Paragraph 8, Glidden will in writing advise Anaconda of such additional requirements and Anaconda will promptly in writing notify Glidden whether Anaconda will furnish the same or some part thereof. In case of willingness of Anaconda to furnish the whole or any part of such lead Glidden will give appropriate shipping orders therefor and such orders will be filled by Anaconda as in the case of other orders given under the provisions of this agreement.

The word "ton" wherever used in this contract means two thousand (2,000) pounds.

All deliveries to Glidden of white lead are to be deemed completely effected when the material is loaded upon cars for shipment to Glidden at any point from which shipment is authorized, and Glidden assumes all risk of damage or loss to the shipment after loading and while in transit.

The freight charges from Anaconda's works to any destination to which Glidden may direct the shipment of white lead shall be borne by Glidden, but Anaconda will allow the freight to Glidden on shipments to the Heath & Milligan plant or other

available supply of lead at East Chicago.

B.

Inasmuch as the price to be paid for white lead by Glidden under the provisions of Paragraph 12 has been fixed by the parties on the basis of deliveries thereof upon railway cars at East Chicago, it is agreed that if Anaconda shall make shipment from points other than East Chicago

1. All freight on such shipments shall in the first instance be paid by Glidden, but

2. When the aggregate amount of freight required to be paid on a shipment or shipments made from a point or points other than East Chicago upon any one order for shipment, shall exceed the amount of freight that Glidden would have been required to pay if such order had been filled by shipment from East Chicago, Anaconda will reimburse Glidden for such excess of freight charge; but if in any case the aggregate of the freight charges upon shipment of any one order of Glidden (when shipment is in whole or in part made from a point or points other than East Chicago) be less in amount than Glidden would have been required to pay if such order of Glidden had been filled at the same time by shipment from East Chicago, the saving in freight charges

Failure of
insurance, fire,
or lightning
supplies

Supplies &
material
received
v Par. 10

Such engagement shall not be deemed broken in case of any interruption of the operation of such plant, whether complete or partial caused or made reasonably necessary by any strike of Anaconda employees (whether such strike be reasonable or unreasonable), or by failure from any cause of railroad transportation facilities upon which such operation is customarily dependent; nor if such operation be interrupted or prevented by fire, flood, accident; or by damage to or destruction (accidental or wilful) of plant or property; nor if caused by any injunction or lawful restraining order of any Court or by Governmental restraint or interference, whether Federal, State or Municipal; or inability to obtain supplies or power for operation.

Third: At any time when Anaconda's tonnage of unsold white lead is sufficient in amount for the shipment of all uncancelled Glidden orders then in effect, and for the shipment of all additional orders which Glidden shall be required to or may give under the provisions of sub-paragraphs (a) and (b) of Paragraph 7, during the remainder of the term of the contract, Anaconda may at its election discontinue the operation of the plant either permanently or for the remainder of the term of the contract. In case of any discontinuance of operation under

aforesaid shall continue so long as any part thereof may be unshipped.

For the purpose of determining the time when payment shall be made and the price to be paid under the provisions of Paragraph 12 all shipments required by the terms of the shipping orders will be treated as made within the month specified in the orders if actually shipped on or before the fourth day of the succeeding calendar month, but if shipped later than such date will be treated as "Delayed shipments" within the language of the next following provision. "Delayed shipments" shall be treated as made in the month in which the same are actually made, and payment on account thereof shall be made on or before the 20th day of the next succeeding calendar month; but the price to be paid therefor shall be the price payable for last shipped in the month in which such shipment shall actually be made or the month in which the same was required to be shipped by the terms of the shipping order, whichever is lower.

During the term of this contract unless the same should on some account earlier be cancelled Clidden must give in each calendar month the shipping orders required to be given by the terms of sub-paragraph (a) of Paragraph 7, regardless of whether

It is intended that any and all controversies as to the weight of lead shipped shall be submitted by the parties to the Arbitration Committee of the National Paint, Oil and Varnish Association, and the parties will accept and be bound by the decisions of such Committee thereon; but it is agreed that notwithstanding such controversy or controversies as may have arisen, Glidden will pay upon the 20th day of such calendar month for all lead shipped under the provisions of this agreement upon the basis of the weight thereof as determined by Anaconda, unless prior to such date such Arbitration Committee shall have otherwise determined; but Glidden shall in all cases be entitled to be refunded the amount of over-payment if any subsequent decision of such Committee shall entitle it thereto. The procedure for Arbitration will be such as is authorized by Paragraph 18.

Glidden agrees to pay for all white lead shipped to it by Anaconda during any one calendar month on or before the 20th day of the following month at Anaconda's office in Chicago or New York, as Anaconda may in writing direct, in funds current with the banks of New York City or Chicago, or with exchange added.

this contract shall be determined as follows:

The average monthly price per pound of pig lead at New York during the calendar month within which any shipment is made shall be taken as published in The Engineering and Mining Journal of New York, and such average of such pig lead prices shall be used as a basis. To the average monthly price of pig lead thus established shall be added a premium of two (2) cents per pound to make the price of dry white lead. Example: If the average monthly price of pig lead be four (4) cents Glidden will pay Anaconda six (6) cents for dry white lead. If the average price of pig lead be four and one-half (4-1/2) cents Glidden will pay Anaconda six and one-half (6-1/2) cents per pound for dry white lead.

The parties wish to protect each other against the recurrence of such disturbances in business conditions as have characterized recent years. Anaconda therefore agrees, that if at the time of any shipment made under this contract its open market price for dry white lead shall be lower than the price to be computed by the method established in Paragraph 12, then Glidden shall only be charged for that shipment the said Anaconda open market price. Glidden agrees that if at any

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month, or within the first four (4) days of the next succeeding calendar month. Payment shall be made for "Delayed shipments" as in Paragraph 11 provided.

13.

Insofar as the parties hereto can lawfully contract and bind themselves, it is agreed that

All disputes and controversies which may arise during the term of this agreement in respect of performance or failure to observe and perform the obligations hereof, shall be submitted at the election of either party for determination to the Arbitration Committee of the National Paint, Oil and Varnish Association, which Committee is hereby authorized to arbitrate and determine all such controversies, and the parties agree to be bound and abide by all determinations or decisions which such Committee shall make therein.

Either party desiring to submit any matter to arbitration shall notify the other in writing of its intention to do so, and in such notice shall state clearly the question or questions or matters to be arbitrated. Such proceedings shall thereafter be had and upon such notice and under such rules or regulations or directions as the Committee shall in its discretion establish or give.

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This contract may be extended for an additional period of four (4) years from and after the thirtieth day of September Nineteen twenty two, but only upon the following conditions:

Anacosta may at its election notify Glidden in writing at least sixty (60) days before the expiration of the term hereof that such term will be extended for such additional period, and in such case the term will be so extended Glidden now consenting to such extension if such notice be given.

Glidden may at its election notify Anacosta at least sixty (60) days before the expiration of the term of the contract of its desire to have the term extended for such additional period, and in such case the term will be so extended unless the Board of Directors of Anacosta shall within thirty (30) days after receiving such notice from Glidden by resolution determine to discontinue the business of manufacturing its white lead, and shall within such period of thirty (30) days notify Glidden in writing of such determination, but if such Board shall so determine to discontinue manufacturing and Glidden shall be so notified there shall be no extension of the term; provided however that if at any time within six (6) months after the expiration of the term of this agreement Anacosta shall determine to resume the

upon a date to be fixed by agreement, and in no case more than sixty (60) days after the date of the resumption of manufacture; except that such agreement shall not contain the provision in this agreement found for the extension of the term of the contract, nor any provision for the extension thereof, unless the parties shall otherwise mutually agree.

15.

Anasconda agrees that the white lead it supplies to Glidden shall always be of its best standard grade and equal in quality to that which Glidden has regularly received from Anasconda prior to the making of this contract.

16.

All orders for shipment of lead shall be in writing; and all such orders as well as all notices required or permitted to be given by either party in writing may be given by mail or by telegraph or may be otherwise actually delivered to the party entitled to receive the same, provided that if orders be given by mail for the shipment of lead under the provisions of subparagraph (a) of Paragraph 8, the same must be mailed not later than the 25th day of the calendar month; and if notice of

Ohio, unless and until otherwise directed by it. When not sent by mail or telegraph, all orders and notices will be delivered to the parties respectively at their respective addresses above given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their corporate names by their respective Presidents or Vice-Presidents, and their corporate seals to be hereto affixed, attested by their respective Secretaries or Assistant Secretaries, as of the _____ day of September, 1931.

ANACONDA LEAD PRODUCTS COMPANY,

By _____
its President.

ATTEST:

Secretary.

THE GLIDDEN COMPANY

By _____
its President

ATTEST:

Secretary.



PROPERTY OF
Anaconda Copper Mining Company

Glidden Company

Contract with

Anaconda Sales Company

Dated June 19th 1922

to Dec 31/1922

Sole Agent

ROOM 1850
25 BROADWAY
NEW YORK

GLIDDEN

ANACONDA LEAD PRODUCTS COMPANY
GLIDDEN CONTRACT- ETC.

ANACONDA LEAD PRODUCTS CO

GLIDDEN CONTRACT

WHEREAS, Anaconda is a manufacturer of dry white lead at East Chicago, Indiana, and is without facilities for grinding the same, and whereas Glidden has the necessary facilities for grinding such lead in oil and is willing under the terms of this agreement to purchase Anaconda dry white lead upon the understanding and agreement that all sales made by it of such white lead ground in oil may and shall be made under an Anaconda brand, such as is hereinbelow set out upon the conditions herein stated. Now, therefore, it is agreed

1.

Anaconda gives Glidden the privilege during the continuance of this contract of using the word "Anaconda" as a brand and trade name upon all packages which Glidden may offer for sale or sell in the United States, or any of its foreign possessions, which contain only basic carbonate of lead manufactured by Anaconda and ground in paste or liquid form by Glidden in suitable vehicles resulting in a quality fully equal to any competing brands on the market. The label shall plainly show ingredients in accordance with the state laws regulating sales of paints and varnishes. Any packages of such white lead

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and to sell it either dry or mixed in water wherever and to whomsoever Anaconda shall please and under an Anaconda or other brand.

3.

Glidden understands and agrees that it is impossible for Anaconda to prevent other paint manufacturers who may buy Anaconda white lead dry from grinding the same in paste or liquid form and selling the same under whatsoever name, whether the manufacturer's own or a trade name which such manufacturer may select, and it is understood that while this contract remains in effect that Anaconda shall be under no obligation to take any steps legal or otherwise for the protection of Glidden in the latter's right to the exclusive use of the Anaconda brand, but that Glidden may at its own expense take such proceedings or actions as it may deem advisable for the protection of its rights in the premises. Anaconda agrees however at any time upon the request of Glidden to notify any manufacturer or person who shall undertake to make use for white lead of any brand or label containing the word "Anaconda" to discontinue such use and that Glidden has by contract with Anaconda an exclusive right to the use of the word "Anaconda" for brand or label purposes in the marketing of white lead manufactured by

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During the continuance of this agreement Anaconda will extend the same privilege as that hereby given to Glidden with respect to the use of an Anaconda brand to any and all other business firms or corporations owned or controlled or operated as subsidiaries by Glidden or which Glidden may hereafter own or control or operate as subsidiaries, when such other firm or corporation maintains a separate legal existence or otherwise conducts business under a name different from that of Glidden's name, such privilege to continue only so long as such other firm or corporation shall continue to be owned or controlled or operated by Glidden as a subsidiary. On the termination of this contract at any time, or on the termination of the right of Glidden to use an Anaconda brand as herein provided, the right of any such subsidiary to use such brand shall terminate unless by new agreement with Anaconda such rights should be continued. In order that any such subsidiary may become entitled to use any such Anaconda brand, Glidden must first in writing request that such privilege be granted to such subsidiary and the subsidiary must likewise in writing request that such privilege be granted, and agree that the same shall be held and enjoyed only in accordance with the terms and conditions of

that Glidden and its subsidiaries with their facilities for grinding such white lead in oil and marketing the same will create such market demand so long as but only so long as no white lead manufacturer other than Anaconda shall acquire either directly or indirectly a majority ownership of stock or the operating management or control of Glidden; and it is therefore agreed that in case any white lead manufacturer other than Anaconda shall acquire either directly or indirectly a majority ownership of stock or the operating management or control of Glidden or of any of its subsidiary companies exercising a privilege under this agreement, Anaconda may at its option withdraw from and terminate the right of Glidden or of any such subsidiary to make use of an Anaconda brand as hereinbefore permitted without relieving Glidden from its obligation to continue the purchase of white lead under this agreement and/or at its election Anaconda may terminate this agreement in whole as between itself and Glidden and/or any such subsidiary; and Glidden covenants that if its right to use any brand containing the word "Anaconda" is rightfully withdrawn under the foregoing or any other provision of this agreement, it will not thereafter make any use of such brand or any brand containing the word "Anaconda" except upon packages of the white lead which has

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and requests Anaconda to extend such privilege to such subsidiaries, but reserving to itself the right to designate additional subsidiaries from time to time and to request the withdrawal of the privilege from any subsidiary as above provided.

6.

Glidden understands that Anaconda's process for making white lead is patented not only in the United States but in some

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within such country as a product within the protection of the patent granted by such country, then Anaconda may in its discretion and without the consent of Glidden conduct such business of manufacturing and vending such product within such foreign country.

7.

In consideration of the premises and upon the provisions below stated Glidden agrees to purchase from Anaconda, within the term of this contract, a minimum of Nineteen hundred ninety two (1992) tons of Anaconda dry white lead per annum to be shipped from time to time as ordered by Glidden and in the manner hereinafter stated. Except as the parties may from time to time by agreement in writing otherwise provide, Glidden will, within each calendar month, give an order or orders for a shipment or shipments to be made within such month aggregating at least One hundred sixty six (166) tons of dry white lead, and Anaconda will ship the quantities ordered as soon after the receipt of such orders severally as the same can be reasonably loaded on railway cars.

All shipments of dry white lead shall be made in such barrels or containers as Anaconda has customarily used or may adopt for use, and which need not, unless otherwise hereafter

be required by Glidden to be shipped during a designated calendar month, and the shipment or shipments so required to be made under such notice shall not in any case, without the consent of Anaconda, exceed an aggregate of One hundred sixty six (166) tons during any one designated calendar month. A notice by Glidden to Anaconda requiring any additional shipments as permitted by the terms of this sub-paragraph (b) may specify one or more months in which such additional shipments will be required, but must with respect to each month so designated specify the quantity to be shipped in such month.

7 (c) In addition to the obligation of Glidden to purchase a minimum amount of Anaconda dry white lead expressed in sub-paragraph (a) of this Paragraph, Glidden agrees that to the extent of the ability and willingness of Anaconda to furnish the same, Glidden will purchase and use such lead to the exclusion of any and all other brands of basic carbonate of lead (except as regards the completion of its existing contract with National Lead Company) in all plants owned or controlled or operated by Glidden which use basic carbonate of lead, and to buy from Anaconda the total requirements of said Glidden plants (and of plants owned or controlled or operated by Glidden) of

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obligates itself to furnish under sub-paragraphs (a) and (b) of this Paragraph 3, Glidden will in writing advise Anaconda of such additional requirements and Anaconda will promptly in writing notify Glidden whether Anaconda will furnish the same or some part thereof. In case of willingness of Anaconda to furnish the whole or any part of such lead Glidden will give appropriate shipping orders therefor and such orders will be filled by Anaconda as in the case of other orders given under the provisions of this agreement.

The word "ton" wherever used in this contract means Two thousand (2,000) pounds.

All deliveries to Glidden of white lead are to be deemed completely effected when the material is loaded upon cars for shipment to Glidden at any point from which shipment is authorized, and Glidden assumes all risk of damage or loss to the shipment after loading and while in transit.

The freight charges from Anaconda's works to any destination to which Glidden may direct the shipment of white lead shall be borne by Glidden, but Anaconda will allow the freight to Glidden on shipments to the Heath & Milligan plant or other

available supply of lead at East Chicago.

8.

Inasmuch as the price to be paid for white lead by Glidden under the provisions of Paragraph 12 has been fixed by the parties on the basis of deliveries thereof upon railway cars at East Chicago, it is agreed that if Anaconda shall make shipment from points other than East Chicago

1. All freight on such shipments shall in the first instance be paid by Glidden, but

2. When the aggregate amount of freight required to be paid on a shipment or shipments made from a point or points other than East Chicago upon any one order for shipment, shall exceed the amount of freight that Glidden would have been required to pay if such order had been filled by shipment from East Chicago, Anaconda will reimburse Glidden for such excess of freight charge; but if in any case the aggregate of the freight charges upon shipment of any one order of Glidden (when shipment is in whole or in part made from a point or points other than East Chicago) be less in amount than Glidden would have been required to pay if such order of Glidden had been filled at the same time by shipment from East Chicago, the saving in freight charges

Its normal production when operating efficiently is approximately at the rate of Five thousand (5,000) tons of white lead per annum. Since the amount of white lead which Glidden unconditionally agrees to purchase is only Nineteen hundred ninety two (1992) tons during the term of the contract, it is apparent that Anaconda may have a large surplus of white lead within the term of the contract, over and above that which will be required to be delivered on Glidden orders, and that to prevent an undue accumulation on its hands of such white lead it may find it necessary or advisable to limit its production at its plant, or to sell some portion of its white lead to others than Glidden, or both to limit such production and to make such sales to others.

It has been and therefore is agreed as follows:

First: Whenever Anaconda's supply of white lead available for delivery upon Glidden orders shall be less than the aggregate required to be delivered during any calendar month upon such orders, plus the amount that Anaconda could under the terms of the contract be required to deliver during the next succeeding calendar month, Anaconda must make no sales of white lead to others than Glidden.

Second: At any time when Anaconda's supply of white

Such engagement shall not be deemed broken in case of any interruption of the operation of such plant, whether complete or partial caused or made reasonably necessary by any strike of Anaconda employees (whether such strike be reasonable or unreasonable), or by failure from any cause of railroad transportation facilities upon which such operation is customarily dependant; nor if such operation be interrupted or prevented by fire; flood; accident; or by damage to or destruction (accidental or wilful) of plant or property; nor if caused by any injunction or lawful restraining order of any Court or by Governmental restraint or interference, whether Federal, State or Municipal; or inability to obtain supplies or power for operation.

Third: At any time when Anaconda's tonnage of unsold white lead is sufficient in amount for the shipment of all uncanceled Glidden orders then in effect, and for the shipment of all additional orders which Glidden shall be required to or may give under the provisions of sub-paragraphs (a) and (b) of Paragraph 7, during the remainder of the term of the contract, Anaconda may at its election discontinue the operation of the plant either permanently or for the remainder of the term of the contract. In case of any discontinuance of operation under

the Board of Directors of Anaconda it would be inexpedient and not in the interest of the company to undertake the rebuilding, replacement or repair of the destroyed or damaged property, with a view to continuing the operation of the plant during the remainder of such term, but in any such case Anaconda will promptly notify Glidden of its intention to discontinue such operation of its plant and Glidden may thereupon at its election either cancel all previously given and uncanceled orders for shipment insofar as shipment shall not prior to such time have been made thereon, or Glidden may require Anaconda to ship in accordance with the provisions of this agreement and upon such orders all then unsold manufactured white lead which Anaconda may have on hand up to the amount called for by such orders; or Glidden may cancel its orders in part and require deliveries from such unsold white lead on hand of any balance of the orders remaining uncanceled; or Glidden may require that Anaconda shall continue to ship all such white lead upon orders theretofore given or thereafter to be given by Glidden in accordance with the provisions of this agreement, until all such orders shall have been regularly filled or such supply of white lead shall be exhausted

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for any delay in any failure to make any shipment ordered where reasonably unable so to do, and its inability to make the shipment shall arise from any of the following causes, to wit:

1. Strikes (whether reasonable or unreasonable) of its employees.

2. Damage to or destruction of its plant or equipment or some part thereof, or to supplies or material for use in manufacturing or to the manufactured white lead product, whatever the cause or manner of such damage or destruction and whether accidental, negligent or wilful in character.

3. Inability of Anaconda to obtain the necessary materials and supplies for use in the manufacture of its white lead from customary or usual sources of supply upon which it has reasonably depended; but such an inability cannot to any extent be predicated upon a mere increase in the cost of such commodities or lack of funds on the part of Anaconda.

4. Injunction or restraining order of any Court or Governmental restraint or interference whether Federal, State or Municipal.

11.

Cancellation of orders when shipment thereon is delayed.

Within the period embracing the 5th to the 10th day of

(13)

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aforesaid shall continue so long as any part thereof may be unshipped.

For the purpose of determining the time when payment shall be made and the price to be paid under the provisions of Paragraph 12 all shipments required by the terms of the shipping orders will be treated as made within the month specified in the orders if actually shipped on or before the fourth day of the succeeding calendar month, but if shipped later than such date will be treated as "Delayed shipments" within the language of the next following provision.. "Delayed shipments" shall be treated as made in the month in which the same are actually made, and payment on account thereof shall be made on or before the 20th day of the next succeeding calendar month; but the price to be paid therefor shall be the price payable for lead shipped in the month in which such shipment shall actually be made or the month in which the same was required to be shipped by the terms of the shipping order, whichever is lower.

During the term of this contract unless the same should on some account earlier be cancelled (Hidden must give in each calendar month the shipping orders required to be given by the terms of sub-paragraph (a) of Paragraph 7, regardless of whether

It is intended that any and all controversies as to the weight of lead shipped shall be submitted by the parties to the Arbitration Committee of the National Paint, Oil and Varnish Association, and the parties will accept and be bound by the decisions of such Committee thereon; but it is agreed that notwithstanding such controversy or controversies as may have arisen, Glidden will pay upon the 20th day of such calendar month for all lead shipped under the provisions of this agreement upon the basis of the weight thereof as determined by Anaconda, unless prior to such date such Arbitration Committee shall have otherwise determined; but Glidden shall in all cases be entitled to be refunded the amount of over-payment if any subsequent decision of such Committee shall entitle it thereto. The procedure for Arbitration will be such as is authorized by Paragraph 13.

Glidden agrees to pay for all white lead shipped to it by Anaconda during any one calendar month on or before the 20th day of the following month at Anaconda's office in Chicago or New York, as Anaconda may in writing direct, in funds current with the banks of New York City or Chicago, or with exchange added.

this contract shall be determined as follows:

The average monthly price per pound of pig lead at New York during the calendar month within which any shipment is made shall be taken as published in The Engineering and Mining Journal of New York, and such average of such pig lead prices shall be used as a basis. To the average monthly price of pig lead thus established shall be added a premium of two (2) cents per pound to make the price of dry white lead. Example: If the average monthly price of pig lead be four (4) cents Glidden will pay Anaconda six (6) cents for dry white lead. If the average price of pig lead be four and one-half (4-1/2) cents Glidden will pay Anaconda six and one-half (6-1/2) cents per pound for dry white lead.

The parties wish to protect each other against the recurrence of such disturbances in business conditions as have characterized recent years. Anaconda therefore agrees, that if at the time of any shipment made under this contract its open market price for dry white lead shall be lower than the price to be computed by the method established in Paragraph 12, then Glidden shall only be charged for that shipment the said Anaconda open market price. Glidden agrees that if at any

month, or within the first four (4) days of the next succeeding calendar month. Payment shall be made for "Delayed shipments" as in Paragraph 11 provided.

13.

Insofar as the parties hereto can lawfully contract and bind themselves, it is agreed that

✓ All disputes and controversies which may arise during the term of this agreement in respect of performance or failure to observe and perform the obligations hereof, shall be submitted at the election of either party for determination to the Arbitration Committee of the National Paint, Oil and Varnish Association, which Committee is hereby authorized to arbitrate and determine all such controversies, and the parties agree to be bound and abide by all determinations or decisions which such Committee shall make therein.

Either party desiring to submit any matter to arbitration shall notify the other in writing of its intention to do so, and in such notice shall state clearly the question or questions or matters to be arbitrated. Such proceedings shall thereafter be had and upon such notice and under such rules or regulations or directions as the Committee shall in its discretion establish or give.

This contract may be extended for an additional period of four (4) years from and after the thirtieth day of September Nineteen twenty two, but only upon the following conditions:

Anacosta may at its election notify Glidden in writing at least sixty (60) days before the expiration of the term hereof that such term will be extended for such additional period, and in such case the term will be so extended Glidden now consenting to such extension if such notice be given.

Glidden may at its election notify Anacosta at least sixty (60) days before the expiration of the term of the contract of its desire to have the term extended for such additional period, and in such case the term will be so extended unless the Board of Directors of Anacosta shall within thirty (30) days after receiving such notice from Glidden by resolution determine to discontinue the business of manufacturing its white lead, and shall within such period of thirty (30) days notify Glidden in writing of such determination, but if such Board shall so determine to discontinue manufacturing and Glidden shall be so notified there shall be no extension of the term; provided however that if at any time within six (6) months after the expiration of the term of this agreement Anacosta shall determine to resume the

upon a date to be fixed by agreement, not less than sixty (60) days after the date of the resumption of manufacture; except that such agreement shall not contain the provision in this agreement found for the extension of the term of the contract, nor any provision for the extension thereof, unless the parties shall otherwise mutually agree.

15.

Anaconda agrees that the white lead it supplies to Glidden shall always be of its best standard grade and equal in quality to that which Glidden has regularly received from Anaconda prior to the making of this contract.

16.

All orders for shipment of lead shall be in writing; and all such orders as well as all notices required or permitted to be given by either party in writing may be given by mail or by telegraph or may be otherwise actually delivered to the party entitled to receive the same, provided that if orders be given by mail for the shipment of lead under the provisions of subparagraph (a) of Paragraph 8, the same must be mailed not later than the 25th day of the calendar month; and if notice of

Ohio, unless and until otherwise directed by it. When not sent by mail or telegraph, all orders and notices will be delivered to the parties respectively at their respective addresses above given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their corporate names by their respective Presidents or Vice-Presidents, and their corporate seals to be hereto affixed, attested by their respective Secretaries or Assistant Secretaries, as of the *23rd* day of September, 1921.

ANACONDA LEAD PRODUCTS COMPANY,

By *[Signature]*
its President.

ATTEST:

[Signature]
Secretary.

THE CLIDDELL COMPANY

By *[Signature]*
its President

ATTEST:

[Signature]
Secretary.

(20)

FGH 4-0371



Painting Work Two Coats

Coats: Reduce each gallon of Liquid Lead with $\frac{1}{4}$ pint of turpentine. Puttying should be done after first coat.

Priming Coat: Use Liquid Lead without thinning. Brush it out under the brush—into, as well as onto, the surface.

Finishing Coat: The finishing coat only is to be applied. Bare or worn spots and bare putty should be touched up with Liquid Lead in the proportions given for Priming Coat—being, to protect the bare spots and give the putty a hard finish. Let putty harden, then apply Liquid Lead with addition of thinners.

Note

1. The finishing coat is to be a light or medium color.
2. Lead for the undercoat should be tinted to the color or slightly darker.

Caution

ONE QUART

For best results in painting weather conditions favorable and the surface must be receptive.

Surface is repellent of paint, therefore, do not paint during rain or snowing, during fog, or while dew or frost is on the surface.

Peeling, loose, cracked or dead paint, or paint in-
tended to the surface that shows signs of loosening should be scraped off, or if necessary, burned off and fresh paint is applied.

Allow ample time for drying between coats.

Glidden agrees to purchase from Anaconda and which Anaconda agrees to sell to Glidden, as provided in subparagraph (a) (being the first two paragraphs) of Paragraph 7 of the Contract, is hereby increased to Three thousand six hundred (3,600) tons, and the monthly quota specified in the said paragraph of One hundred and sixty-six (166) tons to be taken by Glidden, and to be shipped by Anaconda, is correspondingly increased to three hundred (300) tons. The monthly minimum quantity of dry white lead which Glidden agrees to take may in any one month be reduced to not less than two hundred and fifty (250) tons; provided the quantity which Glidden shall take each twelve (12) months during the period beginning with the first (1st) day of April, Nineteen hundred twenty-two (1922) and ending the first (1st) day of April, Nineteen hundred twenty-six (1926) shall in no event be less than thirty-six hundred (3600) tons, and for the six (6) months' period from the first (1st) day of April, Nineteen hundred twenty-six (1926) to the end of the term of the contract, September thirtieth (30th), Nineteen hundred twenty-six

other provisions of said subparagraph remaining unchanged.

Glidden agrees that in addition to its obligation to purchase a minimum amount of dry white lead, as provided in Paragraph 3 hereof, it will purchase its entire requirements of such dry white lead from Anaconda, except in those cases where the specifications of Glidden's customers may require a different brand, and accordingly, the first sentence of subparagraph (c) of Paragraph 7 of the Contract is hereby amended to read as follows:

"In addition to the obligation of Glidden to purchase a minimum amount of Anaconda dry white lead expressed in subparagraph (a) of this Paragraph 7, (as modified by this supplemental agreement), Glidden agrees that to the extent of the ability and willingness of Anaconda to furnish the same, Glidden will purchase and use such lead to the exclusion of any and all other brands of basic carbonate of lead in all plants owned or controlled or operated by Glidden which use basic carbonate of lead, and to buy from Anaconda the total requirements of said Glidden plants (and of plants owned or controlled or operated by Glidden) of basic lead carbonate, except of the plants owned or controlled or operated by Glidden on the Pac-

tity specified in Paragraph 5 hereon, except to the extent of the willingness of Anaconda to furnish in excess of such five hundred (500) tons, as provided by subparagraph (c) of Paragraph 7 of the Contract, as modified by this supplemental agreement.

5.

The portion of Paragraph 7 of the Contract reading as follows:

"The freight charges from Anaconda's works to any destination to which Glidden may direct the shipment of white lead shall be borne by Glidden, but Anaconda will allow the freight to Glidden on shipments to the Heath & Milligan plant or other of Glidden's plants in Chicago, Illinois"

is hereby cancelled, and the following is substituted for it:

"Anaconda agrees to allow to Glidden the freight charges on shipments of dry white lead from Anaconda's plant at East Chicago, Indiana, to the Heath & Milligan or other of Glidden's plants in Chicago, Illinois, and also to Glidden's plants at Reading, Pennsylvania,

above Five dollars (\$5.00) per net ton shall be borne and paid by Glidden; the freight to be computed on actual weight of dry white lead, including therein the barrel or container. All freight charges shall, in the first instance, be paid by Glidden."

6.

(a) The portion of Paragraph 7 of the Contract (at the top of page nine) reading as follows:

"It is expected however that Anaconda may desire to make shipment upon such orders from points other than East Chicago, and it is agreed that upon any order for white lead given by Glidden, Anaconda may, in its discretion, make shipment of the lead ordered either in whole or in part from East Chicago or any other point or points at which Anaconda shall at the time have a stock of its white lead unsold and available for shipment.

It is further agreed that Anaconda must ship upon such orders the amount thereof to the extent that it may have unsold stocks of white lead wherever situated, and that any failure to ship

5

FGH 4-0376

graph 5 of this Supplemental Agreement, would have been allowed by Anaconda to Glidden for freight had the shipment been made direct from East Chicago to the point of destination, and Glidden shall bear the remainder of the total freight on the shipment from East Chicago to the stock point and from the stock point to destination."

(b) All of Paragraph 8 of the Contract is hereby canceled, except the portion thereof reading as follows:

"Adjustment and payment of balance owing to either party by the other on account of freight under the foregoing provisions shall be made monthly at the time and place fixed for the monthly payment for lead to be made by Glidden insofar as the same can at that time be ascertained."

7.

Anaconda agrees that if Glidden pays for its shipments of each month upon the twentieth (20th) day of the succeeding month, as Glidden agrees to do in Paragraph 12 of the Contract (at the bottom of page fifteen), then Anaconda will allow Glidden the cash discount usual to the white lead trade, but in any event not in excess of

6

FGH 4-0377

said equipment from Anaconda at the cost thereof to Anaconda, including cost of installation, and if Glidden shall not exercise such option Anaconda shall after April 5, 1923 have the right to remove the machine at any time at its discretion. Glidden shall be responsible for the care and operation of said machine and shall indemnify and hold Anaconda free and harmless from any and all liability for personal injury or other damage caused by such operation.

9.

Glidden shall have the right at its option to take from Anaconda pulp lead under the Contract in lieu of dry lead, provided that Glidden give written notice to Anaconda on or before the 15th day of the month preceding the month in which it requires delivery of pulp lead, specifying the quantity of pulp lead to be delivered and the month of delivery. All the terms and provisions of the Contract which apply to dry lead shall apply to pulp lead except as herein provided. The price of pulp lead shall be the same as that provided with respect to dry lead but shall be computed on the dry content of the pulp lead, but if Glidden shall exercise its option under

in Chicago on pulp lead, and also the return freight from the said Chicago plants to East Chicago on the empty containers. But if Glidden request shipment of pulp lead to places other than Chicago, then Glidden shall pay the return freight to East Chicago on empty containers and shall also pay all the freight from East Chicago to destination on the water content of the pulp lead, and with respect to the dry content the provisions of Paragraph 7 of the Contract as herein amended (by Paragraphs 5 and 6 hereof) shall apply. For the purpose of computing quantities under the Contract or this supplementary contract, pulp lead shall be taken at its dry weight.

10.

Glidden will at all times afford the representatives of Anaconda access to its plants for the purpose of observing and studying the apparatus and methods of grinding Anaconda white lead.

11.

This supplemental agreement shall become effective as of April 1st, 1922, and apply to all shipments which,

by their respective Presidents or Vice-Presidents and their corporate seals to be hereto affixed attested by their respective Secretaries or Assistant Secretaries as of the day and year first above written.

ANACONDA LEAD PRODUCTS COMPANY,

By

Wm. H. Smith
President.

Attest:

B. R. ...
Secretary.

THE GLIDDEN COMPANY,

By

Adrian Joyce
President.

Attest:

Lynda House
Asst. Secretary.

November 1924

486

THE PAINTER AND DECORATOR

The Better White Lead Made in The New Way



Important Announcement

The Glidden Organization

has acquired the exclusive rights
to manufacture and distribute—

Anaconda White Lead in Oil

and

Anaconda Liquid White Lead

Anaconda Pure White Lead

(Basic Carbonate)

A white lead of absolute purity—made without the use of acetic acid—made by an electrolytic process which removes every trace of impurities of every description. This new process produces a pure product—a product having all of the white lead qualities that are essential in the production of a truly durable and economical paint.

Whiteness, fineness and fluffy texture are white lead qualities that will be found 100% in Anaconda White Lead. They mean ability to absorb the greatest amount of linseed oil. They mean exceptional suspension quality. The ultimate result is greater durability and greater covering and hiding capacity in the paint film.

Eight Reasons Why Anaconda White Lead is Superior to Any Other White Lead on the Market

- 1.—Free from Acetic Acid
- 2.—Made by Electrolytic Process
- 3.—It's the Whitest of Whites
- 4.—Fineness and Fluffy Texture
- 5.—Absorbs More Linseed Oil
- 6.—It Stays in Suspension
- 7.—Greater Covering and Hiding Qualities
- 8.—Produces a More Durable Paint Film

ANACONDA

Pure White Lead

THE PAINTER AND DECORATOR

487

Liquid White Lead Prepared Ready to Use



Anaconda White Lead is as superior to other white leads as Ripolin is to other enamels.

Here is a new product, a white lead, ready for the painter's use.

Anaconda Liquid White Lead

(Basic Carbonate)

This new product with its superior whiteness, fineness, fluffy texture and greater oil absorbing properties produces a white lead, prepared for use, that is sure to set up a new paint standard.

Anaconda Liquid White Lead is a white lead in liquid form, ready for the painter,

made just the way you want it. No breaking up to do. No time lost in mixing. Anaconda Liquid White Lead is thoroughly mixed with pure linseed oil, stays in suspension and has exceptional covering, spreading and hiding properties. It is made in the new way.

Anaconda Liquid White Lead Sets Up a New Paint Standard

- 1.—It saves the Painter's Time
- 2.—More Thoroughly Mixed
- 3.—Meets Each Painter's Needs
- 4.—Takes Coloring Perfectly
- 5.—Stays in Suspension
- 6.—Greater Covering and Hiding Qualities
- 7.—More Profit for the Painter
- 8.—Greater Satisfaction for the Owner

MAKERS AND DISTRIBUTORS

The Glidden Company, Cleveland
The Henth and Milligan Mfg. Co., Chicago
The Adams and Ewing Co., Chicago
The Campbell Paint & Varnish Co., St. Louis
A. Wilhelm Co., Reading, Pa.
T. L. Blood & Co., St. Paul, Minn.
The American Paint Works, New Orleans

The Glidden Co. of California, San Francisco
Twin City Varnish Co., St. Paul, Minn.
The Forest City Paint and Varnish Company, Cleveland
The Hubert Paint and Varnish Co., Chicago
The Glidden Company of Massachusetts, Boston
The Glidden Company of Texas, Dallas

ANACONDA

Pure White Lead

THE GLIDDEN COMPANY

EXECUTIVE OFFICES

ADRIAN D. JOYCE
PRESIDENT

CLEVELAND, OHIO

September 20, 1921

Mr. J. A. Dowdy, Director of Sales,
Anaconda Lead Products Company,
111 West Washington Street,
Chicago, Ill.

Dear Mr. Dowdy:

I was unfortunately kept out of the office yesterday on an important matter so could not give you the information concerning the labels we intend to use.

For the Anaconda White Lead in Oil, we propose to use a lithographed cover. At the top of the cover there will be a place for the formula; in the upper panel in the center will be the trade name "Anaconda" in the same way that you use it, and under this the words "Basic Carbonate," in the same way that you use it, and then the phrase "Pure White Lead in Oil."

On the side label of the keg there will be the large trade name "Anaconda" and the small script at the bottom reading "Pure White Lead in Oil."

On the liquid product there will simply appear "Anaconda Liquid White Lead" and under the name Anaconda, we will use the words "Basic Carbonate," and under the words "Liquid White Lead" will follow the phrase "Pure as Pure can be. Guaranteed free from adulteration."

At the bottom of this label there will be a panel left for the imprint of the name of The Glidden Company or any of our affiliated companies putting out the product. I am giving you the following as a list of our affiliated companies:

Adams & Elting Co., Chicago
American Paint Works, New Orleans, La.
T. L. Blood & Company, St. Paul, Minn.
Campbell Paint & Varnish Company, St. Louis, Mo.
The Forest City Paint & Varnish Co., Cleveland.
The Nubian Paint & Varnish Company, Chicago.
The Glidden Company of California, San Francisco.
The Heath & Milligan Mfg. Co., Chicago.
Twin City Varnish Company, St. Paul, Minn.
The A. Wilhelm Company, Reading, Pa.
THE GLIDDEN COMPANY, CLEVELAND, OHIO.



Mr. J. A. Dowdy - #2.

I trust this information will enable you to complete the contract satisfactorily. I regret I cannot send you the actual labels for the reason the lithographers plates are not completed, and for the further reason that the Lead keg will have a lithographed top.

Yours truly,


President.

ADJ-V

CC To New York.

to and the purchase by Glidden of dry white lead (which contract is the contract hereinafter referred to), and the parties hereto consider it to their mutual advantage to modify the terms thereof as hereinafter set forth:

NOW, THEREFORE, it is agreed:

1.

As provided in Paragraph 14 of the Contract, Anaconda hereby notifies Glidden, and Glidden hereby accepts such notification and consents that the Contract is hereby extended for an additional period of four (4) years from and after the Thirtieth day of September Nineteen Hundred and Twenty-two (September 30, 1922).

2.

The statement at the beginning of Paragraph 9 of the Contract that the normal production of Anaconda's plant is approximately at the rate of five thousand (5,000) tons per annum, is cancelled, but otherwise Paragraph 9 remains unchanged, except with respect to the quantities of white lead to be sold under the Contract, which are increased in accordance with the following provisions of this agreement.

3.

The minimum of Nineteen Hundred and Ninety-two (1992) tons of Anaconda dry white lead per annum which Glidden agrees to purchase from Anaconda and which Anaconda agrees to sell to Glidden, as provided in

(3600) tons, and for the six (6) months' period from the first (1st) day of April, Nineteen Hundred Twenty-six (1926) to the end of the term of the contract, September thirtieth (30th), Nineteen Hundred Twenty-six (1926), the quantity which Glidden shall take shall be not less than eighteen hundred (1800) tons; and provided further that Anaconda in no one month shall be obligated to deliver more than five hundred (500) tons.

4.

The additional monthly quantity of one hundred sixty-six (166) tons which Glidden has the right to purchase and Anaconda obligates itself to furnish in accordance with subparagraph (b) of Paragraph 7 of the Contract, is hereby changed to two hundred (200) tons per month, the other provisions of said subparagraph remaining unchanged.

Glidden agrees that in addition to its obligation to purchase a minimum amount of dry white lead, as provided in Paragraph 3 hereof, it will purchase its entire requirements of such dry white lead from Anaconda, except in those cases where the specifications of Glidden's customers may require a different brand, and accordingly, the first sentence of subparagraph (c) of Paragraph 7 of the Contract is hereby amended to read as follows:

"In addition to the obligation of Glidden to purchase a minimum amount of Anaconda dry white lead expressed in subparagraph (a) of this Paragraph 7, (as modified by this supplemental agreement), Glidden agrees

this supplemental agreement shall obligate Anaconda to deliver in any one month more than five hundred (500) tons of dry white lead (including therein the quantity specified in Paragraph 3 hereof), except to the extent of the willingness of Anaconda to furnish in excess of such five hundred (500) tons, as provided by subparagraph (c) of Paragraph 7 of the Contract, as modified by this supplemental agreement.

5.

The portion of Paragraph 7 of the Contract reading as follows:

"The freight charges from Anaconda's works to any destination to which Glidden may direct the shipment of white lead shall be borne by Glidden, but Anaconda will allow the freight to Glidden on shipments to the Heath & Milligan plant or other of Glidden's plants in Chicago, Illinois" is hereby cancelled, and the following is substituted for it:

"Anaconda agrees to allow to Glidden the freight charges on shipments of dry white lead from Anaconda's plant at East Chicago, Indiana, to the Heath & Milligan or other of Glidden's plants in Chicago, Illinois, and also to Glidden's plants at Reading, Pennsylvania, Cleveland, Ohio, St. Paul, Minnesota, and at New Orleans, Louisiana; but to any plant of Glidden which is located at any other point than Chicago, Cleveland, St. Paul, New Orleans or Reading, Anaconda will allow actual freight, provided that if the actual freight (to any other point than Chicago, New Orleans, Cleveland, St. Paul or Reading) shall be in excess of Five dollars

discretion, make shipment of the lead ordered either in whole or in part from East Chicago or any other point or points at which Anaconda shall at the time have a stock of its white lead unsold and available for shipment.

It is further agreed that Anaconda must ship upon such orders the amount thereof to the extent that it may have unsold stocks of white lead wherever situated, and that any failure to ship will not be excused merely because it has not a sufficient available supply of lead at East Chicago."

is hereby canceled, and the following is substituted for it:

"If Glidden requests a shipment from one of Anaconda's local stocks maintained at a point other than East Chicago (which said request by Glidden Anaconda may accord or refuse, at the latter's option), then the total freight on such shipment from East Chicago to said stock point and from the stock point to destination shall be settled for as follows: Anaconda shall allow to Glidden an amount equal to the amount which under Paragraph 7 of the Contract, as amended by Paragraph 5 of this Supplemental agreement, would have been allowed by Anaconda to Glidden for freight had the shipment been made direct from East Chicago to the point of destination, and Glidden shall bear the remainder of the total freight on the shipment from East Chicago to the stock point and from the stock point to destination."

trade, but in any event not in excess of Two Percent (2%).

8.

By reason of the fact that mixing Anaconda pulp lead in a centrifugal pulping machine is an experiment, Anaconda agrees to pay for the installation of the necessary equipment to a maximum amount of Three thousand dollars (\$3,000) in the Heath & Milligan plant of Glidden at Chicago, said equipment to remain the property of Anaconda, with the understanding that at any time on or before April 5, 1923 Glidden shall have the option of purchasing the said equipment from Anaconda at the cost thereof to Anaconda, including cost of installation, and if Glidden shall not exercise such option Anaconda shall after April 5, 1923 have the right to remove the machine at any time at its discretion. Glidden shall be responsible for the care and operation of said machine and shall indemnify and hold Anaconda free and harmless from any and all liability for personal injury or other damage caused by such operation.

9.

Glidden shall have the right at its option to take from Anaconda pulp lead under the Contract in lieu of dry lead, provided that Glidden give written notice to Anaconda on or before the 15th day of the month preceding the month in which it requires delivery of pulp lead, specifying the quantity of pulp lead to be delivered and the month of delivery. All the terms and provisions of the Contract which apply to dry

ceived. Anaconda will pay the freight from East Chicago to Glidden's plants in Chicago on pulp lead, and also the return freight from the said Chicago plants to East Chicago on the empty containers. But if Glidden request shipment of pulp lead to places other than Chicago, then Glidden shall pay the return freight to East Chicago on empty containers and shall also pay all the freight from East Chicago to destination on the water content of the pulp lead, and with respect to the dry content the provisions of Paragraph 7 of the Contract as herein amended (by Paragraphs 5 and 6 hereof) shall apply. For the purpose of computing quantities under the Contract or this supplementary contract, pulp lead shall be taken at its dry weight.

10.

Glidden will at all times afford the representatives of Anaconda access to its plants for the purpose of observing and studying the apparatus and methods of grinding Anaconda white lead.

11.

This supplemental agreement shall become effective as of April 1st, 1922, and apply to all shipments which, in accordance with the provisions of the Contract, are invoiced as of the month of April, 1922, and thereafter. With respect to shipments which in accordance with the provisions of the Contract, are invoiced as of the month of March, 1922, and prior months, the provisions of the Contract as originally executed

Secretary.

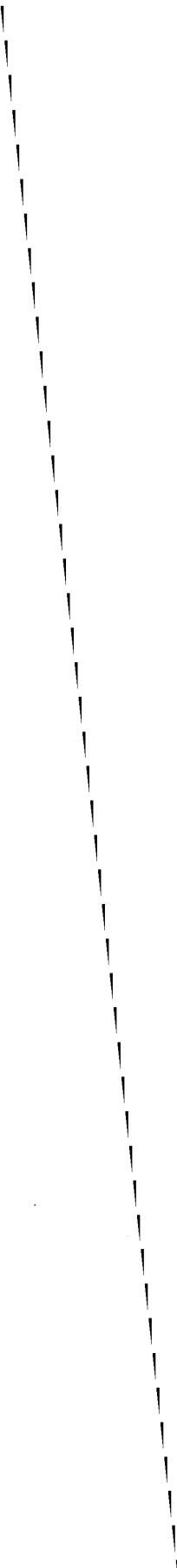
THE GLIDDEN COMPANY.

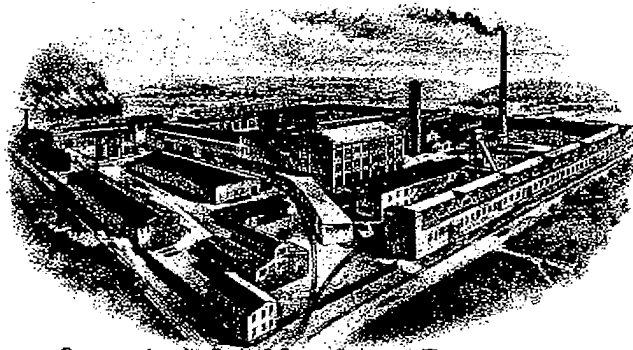
By _____

Attest:

Secretary.

FGH 4-0329





ESTABLISHED 1857
INCORPORATED 1889
GENERAL OFFICES, WORKS
AND LABORATORIES
READING, PENNA.

BOSTON
83-85 HIGHST.

The A. Wilhelm Company

DIVISION OF
THE GLIDDEN COMPANY
PAINTS, VARNISHES, COLORS, ENAMELS, STAINS
PLASTIC CEMENTS, TECHNICAL FINISHES
AND INSECTICIDES

READING, PENNSYLVANIA
UNITED STATES OF AMERICA

February 20, 1922.

Anaconda Lead Products Co.
25 Broadway,
New York, N. Y.

Gentlemen:

We acknowledge the receipt of your letter of February 6th and wish to say that your letter of October 10th, granting us the privilege of using Anaconda brand in the sale of Anaconda White Lead, has been located and we thank you for the privilege and trust this will complete your records.

The delay in answering was due to our being unable to locate the letter of October 10th, 1921.

Yours truly,

THE A. WILHELM COMPANY DIV.

HEM:LOH

ANACONDA LEAD PRODUCTS COMPANY

25 BROADWAY

NEW YORK, February 6, 1922

The A. Wilhelm Company,

Reading, Pa.

Dear Sirs:

In order that our files may be complete we will thank you to forward us at your convenience an acknowledgment of the receipt of our letter of October 10th, 1921, in answer to your request of October 4th, granting you the privilege of using Anaconda brand in connection with the sale of Anaconda White Lead.

Very truly yours,

D. B. HENNESSY,

Secretary.

DBH:H

Anaconda Lead Products Company

42 BROADWAY.

NEW YORK, October 10, 1921.

A. Wilhelm Company,

Reading, Pa.

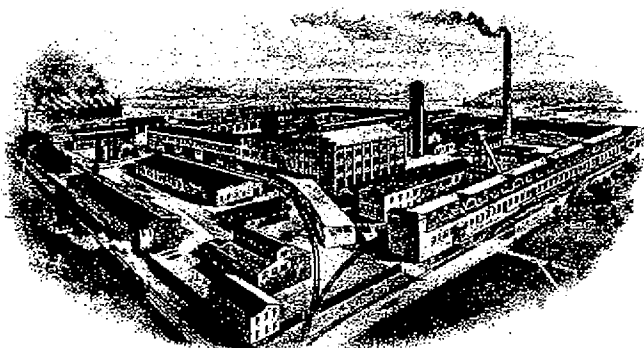
Dear Sirs:

Referring to your letter of October 4th 1921, requesting that the privilege of using the Anaconda brand in connection with the sale of Anaconda White Lead be granted you under the terms of the contract between this Company and The Glidden Company.

The Glidden Company has requested that such privilege be extended to you. We understand that your request is based upon that provision of Paragraph 4 of the contract between this Company and The Glidden Company, executed on the 23rd day of September, 1921, which reads as follows:

"In order that any such subsidiary may become entitled to use any such Anaconda brand, Glidden must first in writing request that such privilege be granted to such subsidiary and the subsidiary must likewise in writing request that such privilege be granted, and agree that the same shall be held and enjoyed only in accordance with the terms and conditions of this agreement and will be subject to termination upon the termination of this agreement or the termination for any cause of Glidden's right to make use, in accordance with the terms of this agreement, of an Anaconda brand, and upon an express agreement that the right of such subsidiary to make use of such a brand shall be discontinued at any time upon a written notice from Glidden to the subsidiary and to Anaconda requiring that the use be discontinued."

We beg to advise you that the requested privilege is granted upon the terms set out in the foregoing excerpt from our contract with The Glidden Company, and upon the understanding and your agreement



ESTABLISHED 1857
INCORPORATED 1889
GENERAL OFFICES, WORKS
AND LABORATORIES
READING, PENNA.

BOSTON
62-66 HIGH ST.

The A. Wilhelm Company

DIVISION OF
THE GLIDDEN COMPANY
PAINTS, VARNISHES, COLORS, ENAMELS, STAINS
PLASTIC CEMENTS, TECHNICAL FINISHES
AND INSECTICIDES

READING, PENNSYLVANIA
UNITED STATES OF AMERICA

October 4, 1921

Anaconda Lead Products Company,
111 W. Washington Street,
Chicago, Ill.

Attention Mr. D. A. Dowdy,
Director of Sales

Gentlemen:

As a subsidiary of The Glidden Company of Cleveland, Ohio, our Company is desirous of having the privilege of using the Anaconda brand in connection with the sale of Anaconda White Lead. We will appreciate if you will kindly write us a letter giving us the necessary authority in accordance with your contract with The Glidden Company of Cleveland, Ohio.

Yours very truly,

THE A. WILHELM COMPANY DIVISION


President

OAH:L

HOWARD ELTING
PRESIDENT

SINCE 1851

TELEPHONE
CANAL 2884



HEATH & MILLIGAN MFG. CO.

PAINT & COLOR MAKERS

1825-1871 SEWARD STREET 2002-2022 LUMBER STREET
1834-1865 SOUTH CANAL STREET

Address all communications to
1833 Seward Street

CHICAGO, U.S.A.

October third
1921.

Anaconda Lead Products Co.
111 W. Washington St.
Chicago, Illa.

Attention of D. A. Dowdy,
Director of Sales

Gentlemen:-

As a subsidiary of The Glidden Company
of Cleveland, Ohio, our Company is desirous of
having the privilege of using Anaconda brand in
connection with the sale of Anaconda White Lead.

We will appreciate it if you will kindly
write us a letter giving us the necessary authority
in accordance with your contract with The Glidden
Company of Cleveland, Ohio.

Yours very truly,

President.



Anaconda Lead Products Company

25 BROADWAY.

NEW YORK. October 6, 1921.

Heath & Milligan Mfg. Co.

1833 Seward Street,

Chicago, Ill.

Gentlemen:

Referring to your letter of October 3rd, 1921, requesting that the privilege of using the Anaconda brand in connection with the sale of Anaconda White Lead be granted you under the terms of the contract between this Company and The Glidden Company.

The Glidden Company has requested that such privilege be extended to you. We understand that your request is based upon that provision of Paragraph 4 of the contract between this Company and The Glidden Company, executed on the 23rd day of September, 1921, which reads as follows:

"In order that any such subsidiary may become entitled to use any such Anaconda brand, Glidden must first in writing request that such privilege be granted to such subsidiary and the subsidiary must likewise in writing request that such privilege be granted, and agree that the same shall be held and enjoyed only in accordance with the terms and conditions of this agreement and will be subject to termination upon the termination of this agreement or the termination for any cause of Glidden's right to make use, in accordance with the terms of this agreement, of an Anaconda brand, and upon an express agreement that the right of such subsidiary to make use of such a brand shall be discontinued at any time upon a written notice from Glidden to the subsidiary and to Anaconda requiring that the use be discontinued".

We beg to advise you that the requested privilege is granted upon the terms set out in the foregoing excerpt from our contract with The Glidden Company, and upon the understanding and your agreement

HOWARD ELTING
PRESIDENT

SINCE 1851

TELEPHONE
CANAL 2884



HEATH & MILLIGAN MFG. CO.

PAINT & COLOR MAKERS

1825-1871 SEWARD STREET 2002-2022 LUMBER STREET
1834-1866 SOUTH CANAL STREET

Address all communications to
1833 Seward Street

CHICAGO, U.S.A.

February thirteenth,
1922.

Anaconda Lead Products Co.
25 Broadway,
New York, N. Y.

Gentlemen:-

Referring to your letter of the 6th; I am sorry that we did not think it necessary to acknowledge receipt of your letter of October 6th granting us the privilege of using the Anaconda brand in connection with selling Anaconda White Lead.

We appreciate this privilege and understand the Anaconda trade mark may be used by us in accordance with the terms set forth in your letter.

We are making some headway with your product, and have recently held a splendid Convention at which time our salesmen were given selling talks in reference to Anaconda Lead which we think will lead to much larger sales this year.

Yours very truly,

President.

HE



June 28th 1922

Mr ABRAHAM D. JOYCE, President,
The Glidden Company,
Cleveland, Ohio.

Dear Sir:

The following is a memorandum of the conversation we had in your office on June 16th about deliveries of white lead.

As the contract provides for you to take a minimum of 250 tons per month, but obligates us to give you up to 500 tons per month if you need it, we have had to keep ourselves reasonably in position to take care of any sudden demand from you. As you have not taken more than the minimum in any month, we have some accumulation of stock, which we have been storing in our refinery building. This building is now wanted for another purpose, and we are therefore under the necessity of moving some of this lead. Rather than send it to a public warehouse, we prefer to give you the benefit of drawing on this stock at 7¢, to whatever extent you can utilize it for your own manufacturing purposes up to July 25th.

You agreed to advise us immediately what amount of lead from this stock you want to speak for, on the understanding that it is to be actually shipped away from our place not later than July 25th, at 7¢, and in consideration of your so doing, we agreed to go a step further to take care of a momentary situation under the contract itself.

Until just now, the spread between pig lead and white lead, in the open market, has been about 2½¢, and in fact, not long ago it was 3¢. At the present moment it is 2¢, but this low spread arises only because pig lead (for reasons not at all connected with the white lead industry) has advanced quite rapidly, and much faster proportionately than white lead has advanced. To cover this situation temporarily, we will proceed as follows:- There are still 50 tons overdue of the 250 tons minimum quota for May. You agreed to take this out during June; we will bill it at the May price, 7.42, but will accept preliminary settlement at 7.25. If during the ensuing three months the spread between the average monthly price of pig lead at New York and the open market price of white lead goes above 2¢, you will pay us in addition to the 7.25 whatever

Mr Adrian D. Joyce.

- 2 -

June 28th 1922.

the said advance in the above 2d amounts to, provided of course that you will not pay in any case above 7.42.

We will follow the same procedure for the 250 tons minimum contract quota for June, billing it to you at the proper price under the contract (eg. 7.70), but accept preliminary settlement at 7.25, you to pay us in addition whatever advance there may be above 2d in the spread between pig lead and white lead, as above set forth, provided it is not higher than the original invoice figure.

It is distinctly understood and agreed by you that you accept the assistance we have described as something over and above the contract, and that it does not alter, amend or in any way viciate our contract with you of September 23rd 1921, or its supplement of April 19th. 1922. or constitute any right or precedent for further action of the sort except at our own will.

Yours very truly,

Director of Sales

Jadowdy:R

CC WW JMW

ANACONDA LEAD PRODUCTS COMPANY



25 BROADWAY NEW YORK

February 15, 1924.

Mr. D. B. Hennessy, Secretary,
Anaconda Lead Products Company
Building.

Dear Sir:

Attached please find agreement signed today,
which cancels the contract of September 23rd, 1921 and
the supplement agreement of April 19th, 1922, between
The Clidden Company and the Anaconda Lead Products
Company.

Kindly acknowledge receipt of this cancellation
agreement.

Yours very truly,

A handwritten signature in cursive script, appearing to read 'J. H. Smith'.

President.

J-encl.

ANACONDA LEAD PRODUCTS COMPANY



25 BROADWAY NEW YORK

February 15, 1924.

It is hereby mutually agreed between Anaconda Lead Products Company, a corporation of the State of Delaware, and The Glidden Company, a corporation of the State of Ohio, that the written contract entered into between said companies under date of the 23rd day of September 1921, together with the supplemental agreement modifying the same entered into between the parties on the 19th day of April, 1922, and all of the provisions thereof are hereby cancelled and the same terminated as of this date, neither party to be under obligation to perform the same nor to have any right of performance of the same after this date, and each party releases the other from any claim or liability in damages on account of non-performance thereof by the other; provided, however, that any moneys that may be due or owing or may become due and owing from The Glidden Company on account of any shipments of lead heretofore made or upon a proper accounting on account of any past transactions, shall be paid regardless of this termination of agreement.

THE GLIDDEN COMPANY

By

Adrian J. Jorgensen
President

ANACONDA LEAD PRODUCTS COMPANY

By

John H. Smith
President

August 11, 1931

Mr. J. R. Hobbins, Vice President,
Anaconda Copper Mining Company,
Butte, Montana.

Dear Sir:-

In accordance with your instructions, the following information regarding the East Helena slag operation and its effect upon our operations is submitted.

Assuming Combined Metals to continue to ship to us and to produce a tonnage equal to our last advice, our expected receipts of zinc concentrate beginning with October will be as follows:-

	<u>Tons per Month</u>
Federal	1,500
Hercules & Goleconda	100
Midvale (U. S. Co.)	4,000
Tooele	500
Combined Metals	<u>1,000</u>
Total probable receipts	7,100

To maintain a four unit operation, we will require approximately 2,500 tons additional per month. Expected total stock of concentrate on October 1st, 1931 is 53,000 tons.

East Helena slag operations have produced an average of 1,100 tons of fume per month for the first six months of 1931, equivalent to 1,400 tons of zinc concentrate per month. Of this production, 250 tons per month has gone into de-leaded product for zinc oxide department and 750 tons per month has been treated through the zinc plant. The remainder has been stored for protection of zinc oxide operations; this stock now amounting to approximately 2,000 tons.

We are informed that the zinc oxide department have received some complaints regarding arsenic in oxide produced from fume and that the future requirements of fume for this outlet are somewhat uncertain. In any

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Mr. J. R. Robbins - 2.

August 11, 1931

event, the oxide department does not expect to require any additional desleaded fume until late in the fall. Stock of fume on hand at Great Falls will supply their normal requirements for about eight months and by supplementing this stock with roasted sine dross, the oxide business could be supplied their requirements for at least a year from now with no additional production of fume from East Helena.

Treatment of 750 tons of fume per month through the sine plant has not resulted in any serious operating difficulties, but has added to the normal operating expense, which is reflected in the estimated profits from fume. Should East Helena resume operations in October and the sine oxide outlet fail us, we might be in some difficulty in treating 1,000 to 1,300 tons of fume per month on a four unit basis, especially in maintaining production of 89.90+ % sine grade. Is an alternate outlet for any tonnage which we may find not desirable to treat, we have practically agreed with The Glidden Company on terms for sale to them of a tonnage of fume, which terms would return to the East Helena plant from \$3.00 to \$4.00 per ton of fume more than they receive from Great Falls sine plant. We have been waiting for resumption of East Helena operations before finally concluding negotiations with Glidden, as we did not care to deplete stock of fume being held for oxide department.

Therefore, aside from profit or loss from the East Helena operation, the only situation directly affected by a decision as to whether East Helena slag treatment is resumed or not when lead smelting operations are resumed, is the matter of rate of depletion of our sine concentrate supply. If oxide production is resumed, or if we sell an equivalent tonnage, fume will replace approximately 1,000 tons of concentrate from stock pile, making our expected rate of depletion about 1,500 tons per month instead of 2,500 tons.

Should East Helena slag treatment not be resumed and concentrate shipments come through as now expected, we could carry on a four unit operation for another year and supply the oxide requirements without reducing our concentrate stock below 20,000 tons. If we lose Combined Metals tonnage, or any other substantial tonnage, our stock would be depleted by such added amount. With the slag plant operating, we could carry out the same program and have about 35,000 tons of concentrate on hand at the end of a year, as the slag plant would supply oxide requirements in addition to supplying equivalent of 1,000 tons of concentrate monthly for sine plant treatment.

Financial outcome before depreciation, from East Helena slag operations, without any allowances for reduction in cost of slag or power from contract prices and without any allowance for oxide or fume sales profit, is given in Mr. Wiggin's letter to you under date of May 9th, 1931 and, in so far as I know, there has been no material change in figures then given.

Profit from oxide department on fume treated in first three months of 1931 is given as \$3,000.00 per month. If we are able to sell 500 tons of fume per month, instead of delivering to oxide department, Mr. Wiggin's profit figures would be increased by approximately \$1,000.00 per month.

Trusting that this will give you the information desired, I am

Yours very truly,

RB:AM

R. B. Caplee

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