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November 9, 1936.

Mr. Don Fulloch, Jr.,
16th Floor - Inquirer Bldg.,
Philadelphia, Pa.

My dear Don:

I have taken time to answer your letter of the 29th about protection of contractors and jobbers because the matter seems like one of very great importance to us.

If there is no price change, what difference does an extra line make in the License Agreement? What serious harm has the provision done? It certainly has been a helpful one to us, not merely because of the business we have been able to close (we would probably have had the business later anyway) but because an offer to protect a customer at any time really indicates worthwhile interest on the part of the seller in the buyer. We think any time such interest is evidenced it has the effect of cementing a friendly relationship.

If the questionable provision were omitted, as you suggest, and special authorization were given us in the event of a price advance later, it seems to us this would not have the same effect. It would if openly printed in the agreement. When prices change we should have the same privileges of openly notifying our trade of their rights to protection as do the other licensees.

For our own part we are very skeptical about the ultimate workability of any agreement in such a group as ours if it contains any number of "special authorizations." If we were entitled to such an arrangement, others would feel they were entitled to the same or different "special authorizations" which they thought desirable for their business.

If, on the other hand, by "special authorization" you mean it would be authorized in a bulletin to all licensees and in the same terms and conditions that now exist in the present schedule, this would not seem to us to be seriously out of order.

I do think Don you should strongly resist the effort of any one group or trade classification in the industry to appropriate too much of the protection and benefit of the License Agreement to

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Mr. Don Tullock, Jr.

itself. I feel that you as a guiding spirit of the low pressure industry should foster the interests of the plumbing and heating contractor and the jobber just as much as the approved insulation contractors who are even now getting the long end of the deal. They are getting a good spread in prices, extra protection features in the case of price advances and in return for this, what do the most of them do? They wait to schedule as closed jobs many that have hardly been dreamed of. As a class, they are so much more familiar with the workings of the License Agreement that they are disposed to take advantages that the average jobber or heating contractor would not think possible for a moment.

Cordially yours,

ACME ASBESTOS COVERING
AND FLOORING COMPANY

By

P. C. Collopy

PCC:LR

Acme... Exhibit 296
 Obtained 6-18-46
 by 112467 ALV JPP
 Federal Trade Commission