

"Source: Jeffrey Mine"



# ASBESTOS CORPORATION LIMITED

Head Office: THETFORD MINES, QUE. CANADA

REG. CABLE ADDRESS "AVASCOLUM" TELEX 278-3275 CODES A B C 6th & 7th BENTLEY'S, BENTLEY'S SECOND, ACME

5th June 1968



- Mr. R.S. Coleman - National Asbestos Mines Limited
- Mr. K.V. Lindell - Canadian Johns-Manville Co. Limited
- Mr. J.A. Main - Flintkote Mines Limited
- Mr. R.J. Merrill - Carey-Canadian Mines Limited
- Mr. M.J. Messel - Lake Asbestos of Quebec Limited
- Mr. P.A. Meyer - Nicolet Asbestos Mines Limited
- Mr. W.W. Oughtred - Asbestos Corporation Limited
- Mr. F.P. Smith - Bell Asbestos Mines Limited

Dear Sirs:

At the meeting of the Quebec Asbestos Mining Association held in Montreal last Friday, it was agreed that I would circulate the alternative wording proposed by our Company's Counsel with respect to any label or imprint that might be used on bags of chrysotile asbestos fibre, and I now append such suggested wording below:

**"CAUTION** *inhalation of this material*

This bag contains chrysotile asbestos fibre. Persons exposed to asbestos dust should use adequate personal protective devices as inhalation of asbestos dust over long periods may be harmful." *this material*

You will also recall that it was our suggestion that in the opinion of our Counsel, legal liability might be equally avoided by having such cautionary wording appear on the invoice or other sales document.

Yours sincerely,

I.C. Campbell

Vice-President & Secretary-Treasurer

ICC:rcd

cc: Mr. Ivan Sabourin  
Mr. Paul A. Filteau

*I am in favour of this wording*



ASBESTOS FIBRE DIVISION

P.O. BOX 1500 - ASBESTOS, QUEBEC - TELEPHONE: 379-5431

**FILE COPY**

October 1st, 1968.

Gentlemen:

You will notice that beginning shortly each bag of chrysotile asbestos fibre shipped by this Company will carry a label reading as follows:-

**CAUTION**

"This bag contains chrysotile asbestos fibre. Persons exposed to this material should use adequate protective devices as inhalation of this material over long periods may be harmful."

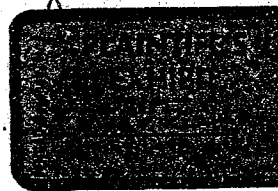
The label is intended to remind all industrial users of asbestos that proper handling will contribute to improved conditions in work areas.

Physical protection for employees is provided through the use of safety hats, shoes, glasses, and other devices when circumstances warrant. Health protection is just as important and should include appropriate practices and equipment such as collectors, ventilators, masks, etc., to prevent inhalation of fumes and particulate matter.

As you know, in the past several years there has been increasing publicity and medical attention given to health effects of inhaling industrial dust and fumes of all kinds. Some studies have raised the question whether adequate control measures are being taken in certain industrial operations to prevent the inhalation of asbestos particles. Other studies have shown that where proper protective measures are taken, occupational health risks are minimized.

| continued

*Jendry*  
7/30/80



"5"

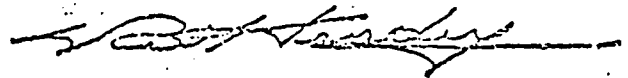
**PRODUCED  
JM - 83**

Medical research on health questions relating to asbestos is being sponsored by Johns-Manville, the Quebec Asbestos Mining Association, and several other organizations. Such research will lead to a better understanding and control of health hazards associated with inhalation of asbestos particles.

Until more concrete information is available from the abovementioned research, we have concluded that it is in the best interest of all concerned that we place the above label on bags containing asbestos to encourage careful handling of the fibre.

If you have any questions, we would be pleased to hear from you.

Yours very truly,



N. W. HENDRY,  
General Sales Manager.

NWH / oh

PRODUCED  
JM - 83

November 11, 1968

CALL REPORT

Eternit Germany

Attached is a copy of the minutes of my recent meeting in Berlin as forwarded to me by Eternit. I should like to make the following additional comments:

Berlin wishes to test the regular 4T30. They request that we ship to them 5 tons to Hamburg as soon as possible by any vessel we like, but preferably by FEDNAV. They wish to be advised when this is done, so that they may intercept it before it gets mixed-up with any other fibre.

They may be interested in using Group 6 from Advocate, but they wish to test it first before reaching a decision. This is only in case if we decide to produce such a grade. In general, they claim that A-25 is better for production than S4T30, but the latter is more uniform in quality.

These are some of their results in tests of shipping samples of 6D-24 as compared to CJM figures:

JM - 34 ; Eternit - 31	---	JM - 35 ; Eternit - 29
" - 33 ; " - 29		" - 35 ; " - 28
" - 34 ; " - 29		" - 35 ; " - 26
" - 36 ; " - 29		" -

They admit that their production tests give higher results - above the guaranteed minimum of 30 PV.

On S4T30, they give the following comparison:

1967	JM - 76	;	Eternit - 80
	" - 77		" - 75
	" - 75		" - 72

( continued )

...../2

<u>1968</u>	JM - 74	Eternit - 74
	" - 76	" - 72
	" - 73	" - 75
	" - 73	" - 73
	" - 72	" - 70
	" - 73	" - 71

They point out the drop in values since early 1968, and although they accepted that these figures are within the guaranteed minimum, they fear we are not leaving a sufficient margin of safety, and they are worried we might drop the quality some more. I reassured them that it is not our intention to violate our contract with them!!

The same old story came up with Advocate. They say all shipping samples always show 72 PV. They do not believe that this is possible, and they have given me the following figures on their tests on these samples:

Average in 1967	:	80 PV
1968	:	80, 72, 79, 74, 73, 74, 74.

You will note their comments on the shipment made on the EL KANEMI. They have sent a sample of this fibre to Asbestos for re-testing.

They ask that we again send to them about 100 lbs. of small ore samples that they could distribute to customers, various organizations, etc. They also ask that we send them a large, rough rock with good vein occurrences that they could proudly display in the main entrance to their offices in Berlin. They would like it to be 200/300 lbs., and they are prepared to pay for all transportation costs.

They are categorically opposed to any "Caution" labels on fibre bags. They see no legal obligation for us to put such a label, as they consider it strictly their internal problem about which they, and others, are perfectly aware. They would be interested to learn from us about any health data we have to disclose on asbestos and its effect on health, but they feel it is unnecessary to advertise its possible danger to labor unions or to dockworkers who only handle bags of asbestos, but do not work with it. The same feeling, but even stronger, is being expressed in England. As one man at Cape said to me:

...../3

"If J-M goes ahead with this label, we shall also put a label on our Amosit going to America, saying: This is Amosite; it is not Johns-Manville chrysotile."

They are very bitter about it, and say that such a step should never be taken unilaterally by one producer, no matter how big. If it is absolutely necessary to put such labels on fibre bags, they argue that it should be done by the whole industry with the full knowledge of all its members.

pc  
cc: D. T. Colton - attachment  
N. W. Hendry - attachment

D. Poutiatine

CONFIDENTIAL AND PRIVILEGED  
ATTORNEY'S COMMUNICATION

JOHNS-MANVILLE CORPORATION

TWENTY-TWO EAST FORTIETH STREET

NEW YORK, N. Y. 10016

HERBERT MORTON BALL  
VICE PRESIDENT AND GENERAL COUNSEL

February 4, 1969

J. M. Atkinson, Group Solicitor  
Turner & Newall Ltd.  
Asbestos House  
Fountain Street  
Manchester 2, England

Dear Mr. Atkinson:

I write in response to your letter of January 24, 1969.

I am sure that you can appreciate that our interest in the labeling of asbestos fiber is primarily social and humane rather than legal. However, I shall set forth the salient legal considerations in our present thinking. At the outset, I should state that the decision to label or imprint the bags containing the fibers has to date only been made with respect to shipments to buyers situated in Canada or the U. S. A. For the present, I am going to confine myself to the law of the U. S. A.

At the present time we have pending against us in the courts of three different states three distinct common law actions brought by employees of purchasers of our industrial insulation products, each alleging the contracting of asbestosis through the inhalation of asbestos fibers over a period of years. The fibers in these products were not in a free state but were combined with, and often contained in, other elements. Thus, they were less apt to get into the atmosphere than "raw" fibers would be. The damages claimed in each of these cases are in the vicinity of \$750,000. Further, there are pending two additional common law cases which involve claims of asbestosis by people who lived in the vicinity of one of our plants and who claim to have contracted the disease through air pollution.

While the bulk of our fibers are mined in Canada, a substantial probability exists that the American courts would not only take jurisdiction of a claim brought by an American citizen for injuries sustained by such a citizen in the U. S. A. as a result of working with, or otherwise being exposed to, asbestos fiber in the U. S. A., but that the courts would apply "U. S. A. law".

Moreover, in determining the applicable law the American courts would probably resort to the law of one of our 50 states, depending upon which state's law the courts deemed applicable under conflict of laws rules.

The law that would be relevant may well vary somewhat from state to state and so we can only approach it for purposes of this discussion

in terms of generalities. Throughout the U.S.A. (on a state by state basis) the law in this area is presently undergoing a significant and rapid change and we stand today in the midst of the development of new legal concepts. Traditionally, two lines of legal thought would be applicable to the questions of the liability of a "manufacturer" (using that term broadly) of asbestos fiber to various persons for damages sustained by them through the inhalation of such fibers. These are the law of tort and the law of contract.

Until 1916 both of these approaches were generally limited by the requirements of privity, which encompassed both horizontal and vertical relationships. The initial concept horizontally was that only the purchaser (and not others, such as members of the purchaser's family, other contemplated users or unforeseen bystanders) could sue. The vertical concept was that the purchaser could only sue the party with respect to which the purchaser stood in a relationship of immediate privity. In 1916 the Court of Appeals of the State of New York eliminated the privity concept with respect to the vertical relationship in the landmark case of MacPherson vs. Buick, 217 N.Y. 382. That is, the Court determined that a purchaser of an automobile could sue the manufacturer thereof in tort for negligence even though the purchaser was not in privity with the manufacturer because he bought the automobile from a dealer. This was the beginning.

Subsequent decisions have generally eliminated the horizontal privity requirements so that anyone, even a bystander not a contemplated user of the product, can now sue the manufacturer for injuries sustained as a result of the manufacturer's negligence in the production of the product. The concept of production here includes the packaging and the failure to warn of hazards known to the producer.

The law of tort throughout the U.S.A. is today on the verge of going even further. It is approaching the idea of imposing strict manufacturer's liability (i.e. without regard to negligence) for the benefit of all parties who could reasonably be contemplated by the manufacturer as users of the product. There is even some advocacy of extending this approach to cover unforeseen victims, i.e. persons not contemplated by the manufacturer. I am enclosing a photocopy of Sec. 402 A of the current American Law Institute's Restatement of Torts. While this particular paragraph may not be applicable to asbestos fiber for various reasons, which will be apparent to you when you read it and the comments thereto, it is an indication of the present legal thinking of the legal intelligentsia. In this connection, I should like to point out to you that the "Restatement" title is something of a misnomer as it is largely an original statement. The "Restatement" is prepared by a committee of leading legal scholars, judges and practitioners and expostulates what they think the law should be. It is in no way binding upon the courts of the various states in the sense of stare decisis. However, most of the time its recommendations are gradually adopted jurisdiction by jurisdiction. The continuance of the trend of imposing strict liability in tort upon the manufacturer for the benefit of an ever expanding number of persons is thus more



than a mere speculative possibility.

A comparable trend is evident in a law of contract. Just as the requirement of vertical privity was eliminated in tort in MacPherson vs. Buick, supra, the requirement of privity of contract has been eliminated in the very recent case of Kassab vs. Central Soya, (Sup. Ct. of Penna., Oct. 11, 1968), at least insofar as the State of Pennsylvania is concerned. The Supreme Court of Pennsylvania, of course, speaks only for Pennsylvania, but Pennsylvania, like New York, is a leading state in the development of commercial law and the courts of less industrialized states generally follow the lead of their more advanced sister states. Through the approach of coupling the imposition of an implied warranty of merchantability (non-defectiveness) upon the sale of a product with the destruction of the requirement of vertical privity, the courts can approach the strict liability of the manufacturer imposed in tort because the warranty of merchantability can be breached without regard to negligence on the part of the manufacturer. The possibility of horizontal expansion of this doctrine is evidenced by Sec. 2-318 of the Uniform Commercial Code which provides as follows:

"2-318. Third Party Beneficiaries of Warranties  
Express or Implied.

A seller's warranty whether express or implied extends to any natural person who is in the family or household of his buyer or who is a guest in his home if it is reasonable to expect that such person may use, consume or be affected by the goods and who is injured in person by breach of the warranty. A seller may not exclude or limit the operation of this section."

Obviously, this section does not encompass all persons injured because of defects in the product; but it, too, evidences a trend towards the elimination of the privity requirement on the horizontal level.

Perhaps I should explain that the Uniform Commercial Code is statutory in nature and governs, among other things, the law of sales. It has been enacted (with only minor variations) by individual state legislatures on a state-by-state basis throughout the United States in every state but Louisiana (having, incidentally, been initially enacted by the State of Pennsylvania). Thus, while the Code is not a federal statute, its general state-by-state enactment gives it almost the same effect. I am enclosing a photocopy of the opinion of the Court in Kassab vs. Central Soya, supra.

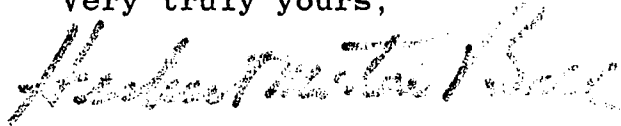
In summation, we feel that substantial risk exists that a "manufacturer" of asbestos fiber will be held liable to parties who are injured as a result of the inhalation of those fibers, whether those parties are purchasers of the fiber, employees of such purchasers or entire  
unless that manufacturer is aware of risks known to it. Stated

affirmatively, on the present state of medical knowledge there may today exist a legal duty to warn against the recognized dangers of inhalation of asbestos fiber in significant dosages over long periods of time. A failure to so act might constitute negligence and a plaintiff would not have to concern himself with the concept of strict tort liability, or the law of warranty or the concept of privity.

However, these concepts might lead to even greater exposure to liability than would obtain under the concept of negligence. It is with all this in mind that we have determined to label or imprint all shipments of fiber to purchasers within the U. S. A. or Canada.

I have on order and shall send you within 20 days or so certain scholarly articles which deal more extensively with the problems that I have touched upon herein. If you have any questions of a specific nature, do not hesitate to call upon me further. Of course, you understand that this letter is written to you in the strictest professional confidence.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Herbert Mitchell".

encs.

# TURNER & NEWALL LTD

Asbestos House, Fountain Street, Manchester 2

Telephone 061-236 9381 Telex 66664 Telegrams Turnerall Manchester

Herbert Morton Ball Esq.  
Vice President  
Johns-Manville Corporation  
22 East Fortieth Street  
New York  
N.Y.10016  
U.S.A.

Friday  
24th January  
1969.

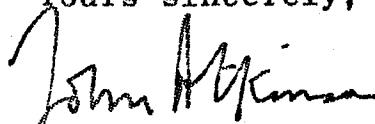
Dear Mr. Ball,

I think you may be aware of the correspondence recently exchanged between Mr. Bateman and Mr. Burnett on the subject of warnings to customers of the health risks which may result from excessive exposure to asbestos dust.

Following your Corporation's decision to label bags of asbestos fibre with a cautionary notice, a number of queries have been addressed to me as to the extent to which suppliers of fibre or asbestos-based products may be liable to their customers under English Law should a customer's employee contract asbestosis or mesothelioma. Whilst our Law in this area has not yet developed to the stage where such liability would arise, I think a movement might well evolve over the coming years as a result of which a position might be reached in the U.K. similar to your own.

Accordingly, it would be very helpful if you could arrange for me to be supplied with a summary of the legal reasons which prompted Johns-Manville to start labelling bags of asbestos fibre. Naturally, I would not wish you to go to a lot of trouble in this connection, although any information you are able to provide might well stand my own Company in good stead at some time in the future.

Yours sincerely,

  
J. M. Atkinson,  
Group Solicitor.

JMA/DS

F J Solon Esq  
 Vice President for Advertising  
 and Public Relations  
 Johns-Manville Corporation  
 22 East 40th Street  
 New York  
 N Y 10016  
 U S A

PLEASE REPLY TO -

Turner & Newall Ltd  
 77-79 Fountain Street  
 Manchester M2 2EA

11th February 1969

CONFIDENTIAL

Dear *Lark*

Thank you for your two letters of 14th and 29th January. We are looking forward to seeing the folder for management which will take the place of the "overseas" caution labels.

I must confess that at its meeting on Thursday, 6th February, the Asbestos Information Committee registered extreme concern when I told them that in your view the word "overseas" means all shipments outside the North American continent and it was reported at the same meeting that equal concern was felt by the A F I C here. You are familiar with the reasons for this concern since these were given you during your October visit to this country and were confirmed by various letters including mine of the 30th October. If it is not too late, I would hope that you could have another look at this letter in order to appreciate the full force of the arguments deployed in it. In particular, we are concerned lest transport workers in the U S A who see your labels will communicate their disquiet to the Transport and General Workers Union in this country, whose members largely control the passage of cargoes through British docks. The latest wording on my file for the caution label reads as follows -

**CAUTION**

"This bag contains chrysotile asbestos fibre. Persons exposed to this material should use adequate protective devices as inhalation of this material over long periods may be harmful."

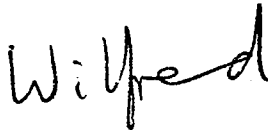
Is this the final wording? It might be worth considering adding the words "of substantial quantities" after the word "inhalation", though, as I repeat, the British industry would prefer no labels to be used at all.

Cont/d

Factory Regulations

Our latest information on the British Factory Regulations is that provided the final objection from an Association is formally withdrawn in mid-February, the Regulations will be enacted in March and would come into force in March 1970. I will let you know as soon as we have firmer information. Provided, of course, the objection is withdrawn, the Asbestos Regulations will be printed exactly as the draft, of which you already have a copy.

Yours sincerely,



W P HOWARD  
Secretary

WPH/SK

March 3, 1969

CONFIDENTIAL

(Privileged Communication  
Between Counsel)

Herbert Morton Ball

Asbestos Fibre Sales  
Warning Labels

In view of C. B. Burnett's concern about foreign laws relating to warning labels, you may be interested in the following:

First, those exposed to the possibility of airborne asbestos fibres will include the following:

Handlers in transit:	Ships' crews Stevedores and dockmen Truck and rail crews Warehousemen
Customers:	Plant personnel Applicators Distributors
Public:	Residents near plants Buyers of salvaged bags Buyers of products Public

Second, the "offshore" business is considerable. Using 1968 sales figures, almost 200 customers in more than 50 countries bought more than 263,000 tons of asbestos fibre having an FOB value of almost \$37,000,000. These include:

- 1.) Eternit: 40 companies in 30 countries, in only 11 of which is Eternit the sole customer.
- 2.) Distributors: 17 companies in 16 countries.
- 3.) J-M companies as distributors: 8 companies in 7 countries.
- 4.) Miscellaneous: includes foreign government owned import distributors, affiliates of U.S. companies, and British companies and their affiliates.

Third, countries involved include:

1. Latin America: 17 countries with a volume of \$8,300,000.
2. Europe: 20 countries with a volume of \$20,700,000.
3. Asia: 14 countries with a volume of \$5,300,000.
4. Australasia: 2 countries with a volume of \$1,900,000.
5. Africa: 5 countries with a volume of \$605,000.

Accordingly, primary attention would be indicated for the following:

1. Latin America: Mexico \*  
Puerto Rico \*  
Argentina \*  
Brazil \*
2. Europe: England \*  
Belgium \*  
Denmark \*  
France \*  
Germany \*  
Italy \*  
Poland \*  
Rumania \*  
Spain \*  
Sweden \*
3. Asia: India \*  
Iran \*  
Japan \*  
Malaya \*  
Taiwan \*  
Thailand \*
4. Australasia: Australia \*  
New Zealand \*
5. Africa: Rep. of So. Africa \*

(\* Note: J-M has legal counsel in or for these countries)

In view of the above, I see no real alternative but to recommend that legal counsel be consulted where available.

I am trying to find a U.S. exporter of a product giving similar problems and have requested A. J. Mangan's advice. To date, I know of none where there is a comparable situation and I could expect to obtain meaningful advice.

William P. S. Breese

WPSB:msh




March 6, 1969

C.B. Burnett  
H.M. Ball  
E.M. Fenner, FINDERNE  
Bert Goss, Hill & Knowlton  
H.M. Jackson  
J.B. Jobe  
K.V. Lindell, Asbestos  
A.B. Marchant  
F.L. Pundsack, FINDERNE  
W.P. Raines

Ivan Sabourin, Montreal  
C.L. Sheckler, FINDERNE  
A.C. Smith, FINDERNE  
F.J. Solon, Jr.  
R.R. Standel  
M.M. Swetonic  
Carl Thompson, Hill & Knowlton  
W.L. VanDerbeek, FINDERNE  
Dr. G.W. Wright, Cleveland

Attached is a copy of my letter to Wilfred Howard, Secretary of the Asbestos Information Committee, regarding our decision to proceed with caution labels on asbestos fibre shipments in Canada and the U.S.A.

  
F.J. SOLON, JR.

Attachment

JOHNS-MANVILLE CORPORATION

TWENTY-TWO EAST FORTIETH STREET

NEW YORK, N. Y. 10016

EXECUTIVE OFFICES

March 6, 1969

Mr. Wilfred P. Howard  
Turner & Newall Ltd.  
77-79 Fountain Street  
Manchester M2, 2EA, England

Dear Wilfred:

I could not reply to your February 11 letter until we had held a meeting of the J-M Environmental Health Policy Committee.

The Committee has now met and it has been decided that we will proceed immediately to ship all asbestos fibre in Canada and the USA with the caution label printed on the bag. While, as you pointed out in your letter, this decision may not be greeted enthusiastically by AIC and AFIC members, I'm sure you realize it was made by us in good conscience and with the fairest consideration given to both domestic (Canada-USA) and overseas public relations aspects. We feel it is our obligation to bring the asbestos-health factors to the attention of our customers and most particularly to the workers on the production line in Canada and the USA. We could do no less for them than we are doing for the employees in our own J-M plants. We feel the best way to do it is to print the caution words on the bag itself.

The wording will be as you had it in your February 11 letter. It had already been printed on the initial supply of bags some time ago and we were just awaiting our final decision before releasing this first supply of bags to the asbestos fibre packaging line.

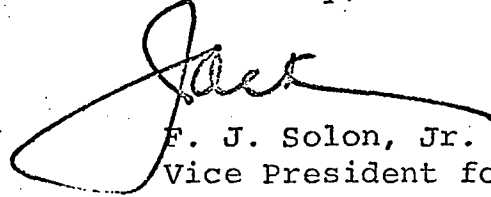
Mr. Wilfred P. Howard:

-2-

March 6, 1969

I am sending a copy of this letter to Steve Holmes, Alex Cross, Mike Brazier, Colin Mann and Anthony Masterton-Smith. I hope you will all look upon it with the most considerate understanding of our desire to bring word directly to the worker on the production line.

Sincerely,



F. J. Solon, Jr.  
Vice President for  
Advertising & Public Relations

cc-Dr. S. Holmes, Turner Brothers Asbestos Co.Ltd.  
Mr. A. A. Cross, The Cape Asbestos Company Ltd.  
Mr. M. J. Brazier, Asbestos Fibre Importers Committee  
Mr. Colin Mann, Hill & Knowlton International  
Mr. Anthony Masterton-Smith, Hill & Knowlton International

Desk

CONFIDENTIAL  
(Privileged Communication Between Counsel)

April 1, 1969

Herbert Morton Ball

Asbestos Fibre Sales  
Warning Labels

Further to my letter to you of March 3, 1969 and in the absence of the recommended survey of legal advice from foreign counsel, enquiries in this country have failed to disclose any survey of foreign laws on the subjects of hazardous products, product liability and the legal effect of caution labels.

Both the French and the Belgian Civil Codes contain identical provisions under identical article numbers which are believed to be the "Code" bases of liability which courts may apply:

"Art. 1382: Every act of man which causes injury to another obligates the one by whose fault it occurred to give redress.

"Art. 1383: Everyone is responsible for the injury he has caused not only by his act, but also by his neglect or imprudence.

"Art. 1384: A person is responsible not only for the injury which he causes by his own act, but also for that which is caused by the act of persons for whom he is responsible, or things which he has in his care."

While these provisions cannot be considered as the only ones applicable, they are widely used. It is reasonable to assume that comparable provisions exist in the "codes" of other nations throughout the world.

On June 27, 1967, The Council of the European Economic Community issued a Directive under Art. 100 of The Rome Treaty "On the Approximation of Legislative, Regulatory, and Administrative Provisions on the Classification, Labeling, and Packaging of Hazardous Substances". Under Art. 2 of the Directive, "substances" are defined to include "chemical elements and compounds thereof as found in a natural state or as produced industrially", - and are "hazardous" when "toxic", which is defined to be when " - - - the inhalation, ingestion, or cutaneous absorption of which can result in substantial acute or chronic injury to health, or death" and when "noxious", which is defined to be when " - - - the inhalation,

ingestion, or cutaneous absorption of which can result in limited injury to health", among other things. A list of "hazardous substances" was appended to the Directive, - and while "asbestos" (or diatomaceous earth, for that matter) may or may not be included, it is not clear that inclusion specifically in the list is a necessary requirement. Of course, the Council may enlarge the list at any time. Articles 5, 6 and 7 of the Directive relate to packaging and labeling requirements and Annexes II, III and IV to the Directive specify symbols and labels for each classification of hazardous products, types of risks presented and safety instructions.

The "Member States" must conform their national laws to the Directive by January 1, 1970. The Member States are France, Belgium, Holland, Luxembourg, Italy and Western Germany. While "Associated Countries and Territories" do not seem to be required expressly to "harmonize" their laws, Art. 132 of The Rome Treaty has reciprocal provisions requiring "- - - the same system - - -" and "- - - the same treatment - - -" in trade between Member States and Associated Countries and Territories. As the 1967 Directive discussed above deals with differences in the laws and regulations of the Member States regarding hazardous substances as "- - - obstacles to trade - - -" and the 1963 Yaounde Convention between the E.E.C. and 18 African and Malagasy States does state as an objective the complete elimination of "- - - hindrances to trade - - -", it is not unlikely that Associated Countries and Territories will require compliance with the Directive. Additional countries and territories have been added, so that many now have an "associated" status, - and they are in several areas of the world.

Thus, it would seem that legislative bases exist now and may be applied in the discretion of local courts, - and that supra-national directives are requiring wide-spread legislative and regulatory action in the general legal areas concerned. It is logical to assume that awakening awareness of the alleged problem will be the key to further judicial, legislative and regulatory action in the specific areas.

It is recommended again that legal counsel abroad be consulted. I would doubt the cost would be prohibitive.

William P. S. Breese

*CS*

PRIVILEGED AND CONFIDENTIAL  
ATTORNEY'S COMMUNICATION TO CLIENT

April 7, 1969

C. B. Burnett  
Herbert Morton Ball  
J. B. Jobe  
K. V. Lindell - Asbestos  
A. B. Marchant  
A. C. Smith - FINDERNE  
F. J. Solon, Jr.  
Ivan Sabourin, Esq. - Montreal  
W. L. Van Derbeek - FINDERNE  
Dr. G. W. Wright - Cleveland

ASBESTOS FIBRE SALES  
WARNING LABELS

W. P. S. Breese has reported to me on the status of foreign law regarding subject matter. His inquiries in this country have failed to disclose any surveys of foreign laws on the subjects of hazardous products, product liability and the legal effect of caution labels.

However, both the French and the Belgian Civil Codes contain identical provisions under identical article numbers which are believed to be the "Code" bases of liability which courts may apply:

"Art. 1382: Every act of man which causes injury to another obligates the one by whose fault it occurred to give redress.

"Art. 1383: Everyone is responsible for the injury he has caused not only by his act, but also by his neglect or imprudence.


"Art. 1384: A person is responsible not only for the injury which he causes by his own act, but also for that which is caused by the act of persons for whom he is responsible, or things which he has in his care."

While these provisions cannot be considered as the only ones applicable, these are widely used. It is reasonable to assume that comparable provisions exist in the "codes" of other nations throughout the world.


On June 27, 1967, The Council of the European Economic Community issued a Directive under Art. 100 of The Rome Treaty "On the Approximation of Legislative, Regulatory, and Administrative Provisions on the Classification, Labeling, and Packaging of Hazardous Substances".

Under Art. 2 of the Directive, "substances" are defined to include "chemical elements and compounds thereof as found in a natural state or as produced industrially", - and are "hazardous" when "toxic", which is defined to be when " - - - the inhalation, ingestion, or cutaneous absorption of which can result in substantial acute or chronic injury to health, or death" and when "noxious", which is defined to be when " - - - the inhalation, ingestion, or cutaneous absorption of which can result in limited injury to health", among other things. A list of "hazardous substances" was appended to the Directive, - and while "asbestos" (or diatomaceous earth, for that matter) may or may not be included, it is not clear that inclusion specifically in the list is a necessary requirement. Of course, the Council may enlarge the list at any time. Articles 5, 6 and 7 of the Directive relate to packaging and labeling requirements and Annexes II, III and IV to the Directive specify symbols and labels for each classification of hazardous products, types of risks presented and safety instructions.

The "Member States" must conform their national laws to the Directive by January 1, 1970. The Member States are France, Belgium, Holland, Luxembourg, Italy and Western Germany. While "Associated Countries and Territories" do not seem to be required expressly to "harmonize" their laws, Art. 132 of The Rome Treaty has reciprocal provisions requiring " - - - the same system - - -" and " - - - the same treatment - - -" in trade between Member States and Associated Countries and Territories. As the 1967 Directive discussed above deals with differences in the laws and regulations of the Member States regarding hazardous substances as " - - - obstacles to trade - - -" and the 1963 Yaounde Convention between the E.E.C. and 18 African and Malagasy States does state as an objective the complete elimination of " - - - hindrances to trade - - -", it is not unlikely that Associated Countries and Territories will require compliance with the Directive. Additional countries and territories have been added, so that many now have an "associated" status, - and they are in several areas of the world.



Herbert Morton Ball

cc: W. P. S. Breese   
E. M. Fenner - Finderne  
H. M. Jackson  
C. L. Sheckler  
R. R. Standel, Jr.

GHQ, New York  
July 13, 1970

E. G. Hammel

J-M International Corporation  
Export Sales  
Health Hazard Notice  
Industrial Insulations Division Products

Legally, the caution labels should be used.

However, there may be policy and/or business considerations with which I am not familiar.

I suggest you discuss this with D. T. Colton.

William P. S. Breese

cc: D. T. Colton  
D. Poutiatine  
C. Scheckler  
H. M. Jackson  
J. L. Fischer  
L. D. Sorrentino



GHQ - Denver  
January 13, 1972

PRIVILEGED  
J-M 83

J. B. Jobe

LABELING OF ASBESTOS AND ASBESTOS CONTAINING  
PRODUCTS - EXPORT SALES

We have recently been requested to advise on company policy relative to labeling asbestos containing insulation materials manufactured in the United States and shipped to a foreign location.

I am aware of decisions made in the past that shipments of asbestos and asbestos containing products would not bear caution labels. I do not think those decisions rise to the level of "Company Policy." Regardless, recent developments in asbestos related health problems and legal liabilities make a review of our export labeling practices highly desirable.

A preliminary review of the law of foreign countries to which asbestos is exported and of general principles of foreign law indicates that asbestos and asbestos containing products should bear appropriate warning labels. The Legal Department has consistently recommended such labeling.

I believe it is pertinent here to note that had labels not been adopted on domestic products during 1964, the company's position in currently pending litigation would be all but indefensible. Thus far, fourteen common law asbestosis actions and two common law mesothelioma actions have been instituted in the U. S. against various Johns-Manville corporations. A considerable number of similar actions are anticipated. Those suits basically allege that we owed the plaintiffs a duty to warn of the hazardous nature of asbestos and were negligent in discharging that duty.

My concern is that the development of laws on this subject in foreign countries will parallel our experience in the United States. Labeling in the U. S. and Canada coupled with a failure to label in export shipments would seriously weaken our position in defending litigation which might arise abroad.

A thorough review of the applicable laws of countries to which we export will be time consuming and expensive. I believe such a review is warranted. Before undertaking such a program, I would like to know whether the business responsibilities will be in a position to re-evaluate the exposure inherent in continuing present practices.

J. B. Jobe

-2-

January 13, 1972

I recommend that you assemble a group to discuss this question on a preliminary basis and to determine whether detailed studies ought to be undertaken.



G. Earl Parker

cc: D. T. Colton  
W. L. Vanderbeek  
W. E. Lehman  
Paul Nikitovitch  
Fred Pundsack  
J. R. M. Hutcheson  
J. A. McKinney  
W. P. S. Breese



**PRIVILEGED**  
**J-M 83**

copy sent 1/31/72

CONFIDENTIAL  
JAN 25 1972  
[Handwritten initials]

DHQ  
New York, N.Y.  
January 25th, 1972

G. E. Parker - Denver

Labeling of Asbestos and Asbestos  
Containing Products - Export Sales  
Your Letter 1-13-72

Please refer to your subject letter to Mr. Jobe.

After consulting Mr. Hutcheson, we believe it is necessary to consider this matter from the point of view of the efforts we are making to sell asbestos fibre in international markets, and for this reason the following observations are appropriate.

1. A great deal of regulations have been issued in Britain regarding the handling of asbestos fibre. In fact, Britain has been ahead of the U.S. in this area. Despite this fact, no labeling of any kind is done in Britain, and all asbestos companies in Britain ask the Canadian industry not to adopt such a measure on asbestos shipments to the United Kingdom.
2. We know of no other foreign country where such labeling or the type of litigation referred to in your memo is pending.
3. The seller of our asbestos is Canadian Johns-Manville and we question, therefore, if it is subject to U.S. regulations pertaining to the labeling of products.
4. In view of the vehement resistance to any type of labeling that has been expressed by all of our major customers any decision by J-M to label its fibre for export would only add to our competitive disadvantage unless other Canadian producers agree to do the same.
5. Instead of reevaluating the exposure inherent in continuing the present practices, I recommend that this matter be brought up at the next QAMA meeting and that we solicit again the opinion of our largest customers abroad on the latest opinion and evaluation of J-M's exposure in our relationships with them.

Page 2  
Jan. 25, 1972

G. E. Parker - Denver

Under the circumstances we have no alternative but to recommend that labeling of asbestos bags for sales to export markets be postponed indefinitely, at least until such time as our principal customers accept or request it.

*DS*  
D. Poutiatine

cc:

J. B. Jobe  
D. T. Colton  
W. L. VanDerbeek  
W. E. Lehmann  
P. Nikitovich  
F. Pundsack  
J.R.M. Hutcheson  
J. A. McKinney  
W.P.S. Breese

RECEIVED  
JAN 25 1972

JAN 25 1972

JAN 25 1972

MINUTES

PRESIDENT'S EXECUTIVE STAFF MEETING  
ENGLEWOOD CLIFFS  
Tuesday, February 22, 1972

PRODUCED  
JM - 83

Present: W. R. Goodwin, H. M. Ball, H. N. Bates, J. B. Jobe,  
J. A. McKinney, F. H. May, F. L. Pundsack, A. C. Smith,  
C. J. Sulewski, G. H. Martens

I. Operations Report - J. B. Jobe

Mr. Jobe indicated that the only item of note resulting from his Operations Staff Meeting was the decision to go ahead with the formation of the DISC corporations.

II. Corporate Marketing Report - G. H. Martens

Mr. Martens indicated that after reflection it appeared that the decision to give salesmen 75% credit on the use of J-M products on any J-M project seems to be unrealistic. His recommendation is to stick to the practice of the past and use the Blue Book figure unless the salesman is called in to make an assist in which case he will be given an assist's credit.

With regard to the test run of purchasing Company cars, as opposed to leasing them through C.I.T., Mr. Martens indicated that two locations had been chosen - one a metropolitan area and one a rural area - and the details will be worked out this afternoon with Mr. Salerno.

With regard to the Design Center, he reported that they have been working on several projects and doing very well. They did a particularly good job on the model for Elkhorn Valley and are presently working on the display for the AIA Trade Show. They are also working with the RecreAction group on the Ranch project. The objective is to get them back into the mold of designing and styling which they were originally set up to do.

III. Research & Development Report - F. L. Pundsack

Dr. Pundsack described the progress made with the wet mat in the use of shingles. Two rolls of mat have arrived at Savannah and are being run. One containing a 75 - 25 mix and the other a 90 - 10 mix. Results have yet to be determined. There is no indication yet about how fast they can be run. If a 75 - 25 mix must be used, it will result in a finished mat of about 42¢/pound. If the other ratio is successful, or even if an

85 - 15 ratio can be used, it could result in a mat costing about 32¢/pound. Results should be in sometime in the middle of March showing what can be done with chopped strand as well as asbestos and glass fiber-filled mats. The Residential Products Division has committed itself to a 100,000 pound run which will take about ten days and which should give all the meaningful results both as to cost and to product.

Thermal Systems, Inc.

(X) This is a small company which was spun off from Emerson Electric and is concerned with various types of coatings which are heat resistant. J-M is interested, from a technical point of view, in determining what the coatings are, particularly in combination with some of our products. Some material is on order, and Research will be doing some investigative work on this in the future. Cost versus performance needs to be checked out.

Structural Foam

From a technical point of view, Research is pursuing pressure and sewer drain fittings. They would have to be competitive with rotational casting. The company did get a firm order to make the fold-down rear seat in the '73 Chevy station wagon. This is a million dollar order which will contain 30% glass. Research is also working on the possibility of making the exterior light stands for Holophane from this foam. It looks like a very interesting possibility. Research is also getting ready to run samples using the whole line of J-M raw materials to reinforce the therma-plastic foam. Also investigating whether or not there will be anything here of interest to Silvercote for mobile homes. Earl Parker, Wayne Jackson and John McCorkle are working on a follow-on agreement with this company.

(X) Joe Dec is reviewing our present technology, appraising its adequacy for the Company's needs and investigating new technologies in which J-M needs to acquire some competence during the 1975-1980 period. He has been asked to look very hard at extruded plastic pipe, and we hope to have some answers in another 60 days.

Problem Area

One of those from Research, not invited to go to Denver, has gone to the Department of Labor and raised the question about whether J-M was using age discrimination in choosing those who would be invited. He charged that an age limit of 56 has been set - not only in the R&D area but also in the DPC area. The Company may have to answer to this charge.

New REC Building

We are continuing to get a very hard time from the building inspector in Jefferson County on the new building. His latest reversal has been to order a change in all the ducting which has been designed into the perimeter corridor and labs. We're presently using all the contacts available to establish better relations. If the inspector is willing to give on this point, there is a section in the code which would allow us to go ahead with the ducting as it is designed if we install an automatic sprinkler system. Gregg Isbell and his staff as well as two of the men from Wigton-Abbott are working on this, and Mr. Hesse is following up with Nick Petry.

Mr. Smith suggests getting a local architect to act as a liaison, and Mr. Goodwin indicated that that will be done with the Headquarters building, but it is too late to do anything on that now with the Research Center.

Dr. Pundsack also reported that he had been meeting with the Denver Water Board regarding the treatment and re-use of industrial waste affluent and the treatment of sewage. They are definitely interested in doing a joint project with J-M in which the Denver Water Board, University of Colorado and J-M will work together. This will be a sizable project - 100 million gallons per day - it will be a demonstration unit, and the plan is for the Denver Water Board to apply to the Federal Government for funding.

IV. Environmental Control Systems - A. C. Smith

Mr. Smith reported that the Environmental Control Systems Division had a Sales Meeting, and it was clearly pointed out that there will be no more development work on the equipment, but concentration will be on selling what is in stock. At the end of the year, if they cannot sell what they have, the business will be phased out.

Regarding the USGA Golf Course, Mr. Smith reported that they had decided to go ahead with the building of this golf course on the Somerset property. The agreement will have to be written so that they must stick with it a certain number of years and then they can only be released if they can get someone else to take over.

With respect to JMI, Mr. Smith reported that there are more golf courses being built in 1972 than in 1971 but more are being built by developers, and this gives JMI a whole new type of customer to deal with. The Pipe Division is used to dealing with developers and they will lend some support. JMI will meet in March to decide what must be done with their company and Buckner. It looks like it may be necessary to combine the sales forces and cut down on the numbers of people.

Regarding the industrial hygiene services, Mr. Smith reported that they are getting lots of requests for these services, and have a contract in progress now which is of national scope. It will get the company into the GAF Plants to clean them up. In this regard, Mr. Hesse has found a firm in Waukegan to maintain the dust collectors, and they have done an excellent job. Mr. Hesse is thinking now of doing this in all locations where expert maintenance people will be used to do this job rather than doing it in-house.

V. Growth Planning and Development - C. J. Sulewski

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JM - 83.

The Materials Study:

All of the Division Planners got together as a FIND Panel and began to propose the kinds of materials J-M should consider, the products that they could be used in and what markets the products could be sold in. They have finally gotten the elimination process down to about ten new materials, including trends, products and markets that relate to them.

Decision: The results of this refinement will be presented to this group rather than the Corporate Review Committee. Anything presented to the Corporate Review Group should be kept to a decision item only.

Regarding the six major areas, the goal is to develop a map of how J-M is going to grow in each of these areas before the first quarter is ended. This will be presented to this group after being reviewed by Mr. Goodwin first.

Assignment: Plan for presentation to the Board. Mr. Goodwin has recommended that this plan should be shown to the Board to refresh them on the directions in which the Company will go. Some monetary values will be put in each of these areas so that the Board can plainly see where the Company is going.

V. Legal Services - J. A. McKinney

Regarding the asbestosis cases against the Company, by employees of insulation contractors, the theory is that J-M and other producers of the material were negligent in not warning the workers of the danger of contracting asbestosis when working with these products. One of these cases has been lost, and more probably will be lost. The warning has recently been put on the packages in the U.S. and Canada. However no one is putting warning labels on the packages of fibers which go to Europe. Mr. McKinney pointed out that if the law should develop in Europe as it has here, J-M will have no defense. He indicated that a meeting has been held with Mr. VanDerbeek's group, and the Legal people feel they can do some things to protect the Company's position short of labeling the overseas shipments.



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A brochure will be published, and the QAMA will be brought up to date on the status of the litigation here in the States.

VI. Finance & Administration - F. H. May, Jr.

Mr. May reported that the West building will be ready for commencing occupancy the first of March. Mr. Marten's group and Mr. Solon's group will be the first to move in to their permanent space. The fifth floor will be ready for occupancy the second week in April, and the cafeteria will be ready for use about April 15th. Mr. Madden is going ahead with the fourth building and has decided to sell the complex.

The meeting adjourned at 11:30 P.M. and was followed by cocktails and lunch.

I. M. Dienstbach

To: W. L. VanDerbeek - 2S

Date: Feb. 5, 1974

From: J. A. McKinney - 5W *J. McKinney*

Copies: W. R. Goodwin - 5W

F. L. Pundsack - R&D ✓

F. J. Solon - 4N

Subject: G. W. Wright - 3W

#### INFORMING FOREIGN CUSTOMERS ABOUT ASBESTOS AND HEALTH

Last November copies of the booklet WHAT EVERY EMPLOYEE SHOULD KNOW ABOUT ASBESTOS were sent to 21 J-M plants for distribution to employees. There has been no adverse Union or employee reaction, and the employees apparently have taken the book quite seriously, particularly the part relating to the relationship between asbestos and smoking.

We recommend consideration be given to sending copies of the booklet to our customers, particularly our overseas customers, together with a recommendation that our customers distribute the same or a similar booklet to their employees working with asbestos.

We should also like to have another meeting with you and your people to discuss an appropriate label on asbestos shipped overseas. You will note I did not say "warning label". We should be able to devise a method of labeling which will inform users of the necessity for handling asbestos fiber properly without, at the same time, unnecessarily frightening the users or having our products classified as "hazardous".

I am convinced that at some time in the future it will be held that we had a legal obligation to inform users accurately of the things they should not do with our products.

Recently with respect to a <sup>M</sup> <sup>Q</sup> micro quartz product we recommended a label reading somewhat as follows:

"Implantation of glass fiber of \_\_\_ diameter and \_\_\_ length into the plural spaces of rats resulted in tumors. There is no evidence that inhalation of the same or similar fibers is injurious to health. Nevertheless, as a precaution, do not handle this product, or products containing this product, in such a manner as to create dust. Avoid breathing any dust which is created."

We should discuss a similar label for asbestos shipped overseas.

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**J-M 83**



Johns-Manville

Internal Correspondence

To: MEMO TO FILE

Date: December 13, 1974

From: E. M. Fenner

Copies: P. Kotin, M.D.  
A. C. F. Finkbiner III

Subject: LABELING OF ASBESTOS-CONTAINING PRODUCTS  
INTERNATIONAL MARKET

I met today with John Fischer of the International Department to determine:

- (1) What asbestos containing products are manufactured in the U.S. and shipped abroad that are sold here with an asbestos warning label attached.
- (2) What products are made abroad and sold abroad that if sold in this country would carry an asbestos warning label.

Those products that are classified under paragraph (1) above are:

1. FIBRA-FLO-(Filtration & Minerals)
2. PRECOAT SORBO-CEL-(Filtration & Minerals)
3. TRANSITE Pipe-(Pipe)
4. COLOLITH-(Industrial Products)
5. MARINITE-(Industrial Products)
6. MILLBOARD-(Industrial Products)
7. Asbestos Textiles, including cloth, yarn, tape, braided and pleated packings-(Industrial Products)

Those products classified under paragraph (2) above are:

1. TRANSITE Sheets-(Mol)
2. FLEXBOARD-(Mol)
3. TRANSITE Pipe-(Mol)
4. ACE Products -(Ghent).

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JM - 83



Johns-Manville

1974  
Internal Correspondence

To: Labeling Review Committee\*

Date: Dec. 18, 1974

From: E. M. Fenner

Copies: File & C *EMF*

Subject: LABELING OF JOHNS-MANVILLE PRODUCTS  
INTERNATIONAL MARKET

\*P. Kotin, M.D.  
M. J. Cowan  
J. P. Leineweber  
A. C. F. Finkbiner III  
W. B. Reitze  
G. W. Wright, M.D.

Enclosed for your information are the following:

- (1) A copy of a Memo to File I wrote after my meeting with John Fischer in the International Division concerning asbestos containing products sold by Johns-Manville on the international market.
- (2) A copy of a letter from S. Speil to Paul Kotin with its attachment, a letter from W. Farrell, Rueil, to S. Speil. Mr. Farrell's letter deals with the bags used for our European produced Celite.

Both of these items will be subjects of discussion at our next Labeling Review Committee meeting.

Attachs.

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JM - 83



Johns-Manville

Internal Correspondence

July 92-037

To: J. L. Fischer - 3W

Date: Feb. 20, 1975

From: E. M. Fenner *EMF*

7  
80000  
8000

Copies: P. Kotin, M.D. (w/attachs.)  
F. J. Solon, Jr.  
W. B. Reitze (w/attachs.)

G. W. Wright, M.D. (w/attachs.)  
File & C

Subject: ENVIRONMENTAL LEGISLATION - UNITED KINGDOM  
OF ASBESTOS PRODUCTS

As discussed in our telephone conversation today, United Kingdom has recently published a governmental act entitled "Health and Safety at Work etc. Act 1974". This act which is effective April 1, 1975, among its other provisions requires:

- (1) that all asbestos containing products carry a warning label;
- (2) that all descriptive and technical literature related to asbestos containing products contain a similar warning notice;
- (3) that all billing invoices for asbestos containing products carry a similar warning notice.

For your further information on the requirements of this act, I enclose the following:

- (1) pages 5,6,7, 13 and 95 of the act with applicable paragraphs marked in red.
- (2) a copy of a letter from W. R. Janes, Johns-Manville London, to F. J. Solon, Jr.
- (3) the two attachments mentioned in Mr. Janes' letter
  - (a) a Turner-Newall, Ltd. internal memorandum
  - (b) a Cape Asbestos internal memorandum.

I would like to discuss these new United Kingdom requirements with you after you have read this letter and its attachments.

The Labeling Review Committee will assist you in every way possible to assure that Johns-Manville meets the requirements of this act.

Attachs.

# Johns-Manville Corporation

Greenwood Plaza  
Denver, Colorado 80217

Health, Safety & Environment Department

March 11, 1975

Jacques LePoutre, M.D.  
Senior Medical Officer  
S.A. Eternit  
2920 Kapelle-OP-DEN-BOS  
Belgium

Dear Dr. LePoutre:

In accordance with your request, I enclose a list of asbestos containing products manufactured and sold in the United States by Johns-Manville which do not carry a warning label.

Please contact me if you need additional information.

Best Regards.

Very truly yours,



Edmund M. Fenner, Director  
Technical Affairs

EMF/emr

Enc.

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**JM - 83**

Non-Labeled Asbestos Containing Products

Asbestos Cement Pipe (labeled when supplied to customers for fabrication into fittings)

Asbestos Cement Roofing and Siding Shingles

Asbestos/Metallic Gaskets

Asphaltic Coatings and Sealing Compounds, asbestos filled

Felts, asbestos containing for roofing, waterproofing and pipe line wrap.

Packings, compressed asbestos sheet rubber bonded

Packings, molded rubber asbestos reinforced

Railway Brake Shoes (COBRA)

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**JM - 83**



Johns-Manville

Internal Correspondence

To: N. W. Hendry - 2S

Date: June 13, 1975

From: W. P. S. Breese -5W

Copies: D. H. Markusson -5W  
Dr. P. Kotin -4N ✓

E. M. Fenner -4N

Subject: ASBESTOS FIBER BAG LABELS

The member nations of the European Economic Community are France, Belgium, Holland, Luxembourg, West Germany, Italy, the United Kingdom, Ireland and Denmark. Many other nations are "associated" with the E.E.C. Thus provisions of the Rome Treaty and of the Directives of the Council of the E.E.C. have wide, but not universal, application, - primarily in Europe, Africa and the Mediterranean areas.

Art. 1 of Council Directive 67/548 issued pursuant to Rome Treaty, Art. 100 states the purpose of the Directive as being to "approximate" (i.e., "harmonize") the laws and regulations on "labeling", among other things. Art. 2, (2), (e) of the Directive defines "dangerous" substances as "toxic" when, if inhaled, they "...may involve serious, acute or chronic health risks and even death...".

The symbol for a "toxic" material required under Art. 6 (2), (c) of the Directive is a skull and crossbones with the word "toxic" in five languages:

Toxic  
Toxique  
Gift  
Vergiftig  
Tossico


The Directive and its annexes contain numerous provisions which should be reviewed by you carefully. My texts are available at your convenience.

**PRIVILEGED**  
**J-M 83**



N. W. Hendry

-2-

 June 13, 1975

At my request, outside legal counsel in N.Y.C. are reviewing the World Health Organization materials to see if any further guidance in the international field may be available. I will let you know as soon as I hear one way or the other.

Basically, it would seem that the provisions of the Directive may be considered minimum requirements to reduce any possible legal risks. The addition of the word "toxic", as may be appropriate, in further languages is recommended. At least Spanish and Japanese should be considered.

Consideration might also be given to including in covering letters forwarding materials on asbestos and health to customers an offer to provide translations of the caution labels and of the materials in any one language designated by the customer. This is not intended to be a legal requirement, - it is a suggestion for consideration. The obvious concept is that of putting the customer on notice regardless of his linguistic ability and regardless of the particular language or languages in which the caution label and the materials may be printed.

I will be glad to discuss the above further at your convenience.

  
WPSB:bd

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J-M 83



Johns-Manville

*AFD Labeling*

# Internal Correspondence

To: M. B. Webb - Asbestos

Date: August 5, 1977

From: D. M. Kelleher -2-04

~~E. M. Fenner 1-06~~

Copies: J.R.M. Hutcheson - Asbestos

D. Poutiatine 2-04

Subject: ASBESTOS HAZARD WARNING LABELS

Please use the following warning labels:

- A. Dutch - The label requested by Eternit
- B. Spanish - The label requested by Eternit except:  
Change the word "Evitar" in the second line  
to read "Evite".
- C. German - The label requested by Eternit (do not use  
periods at the end of each line.)
- D. Japanese - Use the label furnished by TKBS.
- E. French - Use the current label as modified in Asbestos  
and approved by the Labeling Committee.
- F. English - The OSHA Warning label.

Copies of each label is attached.

Each has been approved by the Labeling Committee.

D. M. Kelleher

DMK:mh

bcc:N. Hendry - 2-04

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JM - 83