

Arabol Strikes OCT 24 1950 Warranty Claims In Damage Suit

**\$500,000 Action
In Fourth Week
At Little Valley**

Little Valley—Starting on the fourth week of testimony in a Supreme Court action which eclipses all county records for duration and amount in suit, the Arabol Manufacturing Company, New York City, hammered again Monday at the contention of warranty raised by the plaintiff Fancher Furniture Company Salamanca, in its \$500,000 damage action against the New York glue concern.

Most of Monday was spent on shipping room practice at the Brooklyn plant of the glue concern, related by Weatley Hyatt, Arabol foreman, under questioning by defense counsel, Ulysses S. Grant, New York City.

Mr. Hyatt said that shipping room required that every shipment of glue have labels pasted on the container, warning customers that the product was not warranted and that no salesman had authority to make any warranty. Other labels, a sample of each being in evidence, told customers to stir the glue thoroughly, to thin with water and to avoid freezing temperatures.

However, Clayton M. Smith, Buffalo, chief counsel for the Fancher company, succeeded in having a sample container, with labels affixed, taken from sight of the jury. Justice Hamilton Ward ruled it inadmissible as evidence when Hyatt said one of the labels on the exhibit was not the same as on the container carrying the first shipment of Arabol glue to the Fancher concern in June 1946.

Under cross-examination by Mr. Smith, the Arabol foreman also admitted no personal recollection of shipments to the Fancher concern, and hence could say labels were affixed to containers shipped to Salamanca only because his company's custom required labels.

Testimony as to the custom of the adhesive industry regarding the warranty or non-warranty of products sold customers, was not permitted from Edward J. Cioll, plant superintendent of the National Publishing Company in Philadelphia, when the court ruled Mr. Cioll's 38-year experience in the Bible publishing business did not qualify him to speak on the customs prevailing in the sale of wood adhesives.

Archie Lieda, cabinet maker for a New Jersey concern, was not allowed to state whether he believed the Arabol glue designated as GRB-10 was suitable for edge-to-edge gluing of wood, when it appeared his company started using the Arabol product after the Fancher concern discontinued using it.