

# Sales Manager

## \$500,000 Damage

OCT 5 1950

# Case Witness

### High Technical Testimony Offered At Little Valley

Little Valley. — John H. Johnson, Salamanca, sales manager for the Fancher Furniture Company in that city, was to resume his testimony today in the \$500,000 suit for damages being tried before Justice Hamilton Ward, Jr., and jury in Supreme Court here. His company claims adhesive products it purchased late in 1946 and until mid-1947 from the Arabol Manufacturing Company, New York City, was defective and caused repairs to be made to 2,125 chairs, 147 buffets and 2,253 drawers which were component parts of the plaintiff's expensive 10-piece dining room suites.

Late Wednesday, Mr. Johnson, called by Clayton A. Smith, Buffalo, chief trial counsel for the plaintiff, told of field trips extending from Detroit to the eastern seaboard to inspect suites he had sold that had been manufactured with Arabol adhesives. He described a suite in a large Cleveland store and stated that its chairs fell apart, that glued joints were open in drawer edges and in the pedestal and legs of the dining room table.

"These items were definitely not marketable," he replied in answer to a question, and added that they had to be returned to the factory for re-working or replacement.

During cross-examination of Alton D. Carlson, treasurer of the Fancher Company, defense trial counsel Ulyses S. Grant of New York introduced letters written to the defendant by the witness and stressed to the jury of four men and eight women that it described separations at glued joints as negligible in volume. From other plaintiff's witness, Attorney Grant sought to prove that openings at glued joints could not be caused by defective glue but indicated moisture in the wood.

#### Testimony Is Technical

Mr. Grant won from Fred Hanna of Salamanca, foreman of gluing operations, the admission that he did not see or look for printed instructions on Arabol containers as to its preparation for use, but Mr. Smith countered on re-direct examination by showing that Mr. Hanna's department gluing methods had not been changed over the 37-years of his direction. An Arabol sales representative had told the Fancher Company that the defendant's adhesives could be applied just as the animal glues, three witnesses for the plaintiff testified.

Numerous letters between the parties in early 1947 were introduced by both litigants Wednesday, interspersed between long stretches of dull but highly tech-

plaintiff concern following complaints on their product, and stated to the court and jury that the defendant could not be liable for more than the purchase price of the products it sold the Fancher Company.

Concluding his testimony under cross questioning Tuesday morning, Leonard Erickson, president of the plaintiff corporation, said volume of returned dining room furniture, which customers had rejected owing to claimed defective glue joints, kept mounting through 1947, reached a peak in 1948, but was still considerable in 1949 and this year. He said his company's highest skilled workmen had to be taken out of production to re-work defective pieces, some of which were returned to his factory more than once.

Daniel Flannigan, Salamanca, purchasing agent for the plaintiff company during 1946-47, told of his first contact with George Chambers of New York, representative for the Arabol Company. He said he placed his first order for 100 pounds of adhesive because he believed representations about the product made by Mr. Chambers.

Former plant superintendent at the Fancher plant, Robert R. Kiley, Salamanca, also told of meeting Mr. Chambers and