

Glue Warranty

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Trade Practice, Witnesses Say.

Testimony of Eight Company Executives Contradicted

Little Valley — Adhesives are sold warranted suitable for a specific purpose, it was stated Friday by six witnesses for the Fancher Furniture Company of Salamanca, called in rebuttal after Defense Counsel Ulysses S. Grant of New York closed his case for the Arabol Manufacturing Company of New York earlier in the day.

Their statements flatly contradicted testimony by eight adhesive company executives, given during the five weeks trial. The Arabol concern is being sued in Supreme Court for \$500,000 damages on grounds its representative warranted GRB-10 glue suitable for edge gluing of wood for dining room furniture.

Thousands of chairs, drawers, tables and other diningroom items made by Fancher during 1946 and 1947 came apart at joints glued, the plaintiff claims, with Arabol glue.

Executives of several glue companies gave the custom and practice of their industry to not warrant a particular adhesive as suitable for a specific purpose.

Knows of Custom

Clayton M. Smith of Buffalo, counsel for the plaintiff, called Thomas K. Creal, vice-president of the Paramount Furniture Company of Warren, Pa., who said he knew there is a custom in the adhesive trade to warrant their products for specific uses. Almost identical statements were made by Floyd C. Pickard, president of the Sterling Furniture Co. in Jamestown; Robert L. Taylor of Salamanca, vice-president of the Jamestown Table Co., and Robert Kylie, formerly purchasing agent for Fancher and now with the Jamestown Table concern.

Kenneth A. Wilson of Snyder, a sales engineer, who sold adhesives to the furniture trade since 1945, also said he knew it was the custom to warrant adhesives.

When examined for the defense, Mr. Wilson said he did not know the policy of his employer, the Montsano Chemical Company, but based his opinion on personal experience, adding that his company "backed me up when I guaranteed their glues."

Justice Hamilton Ward recessed the jury of nine women and three men to hear arguments by counsel concerning testimony that had been admitted under objection. Mr. Smith moved to strike out all testimony by the eight glue company executives which related to nonwarranty as a custom in trade.