

IN THE

**District Court of the United States**

FOR THE SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,  
*Plaintiff,*

*v.*

THE INTERNATIONAL NICKEL COMPANY OF  
CANADA, LIMITED, THE INTERNATIONAL  
NICKEL COMPANY, INC., ROBERT C. STAN-  
LEY, JOHN F. THOMPSON, and PAUL D.  
MERICA,  
*Defendants.*

Civil  
No. 36-31

ANSWER OF  
DEFENDANTS

The International Nickel Company of Canada, Limited, The International Nickel Company, Inc., Robert C. Stanley, John F. Thompson and Paul D. Merica, the defendants named in the above entitled action, state herein their answer to the complaint. Each paragraph herein has the same number as the paragraph of the complaint which it answers.

I

1. They deny that there are or have been violations by defendants or any of them of section 1 or section 2 or any other section of the Act of Congress of July 2, 1890, commonly known as the Sherman Act, either as alleged in the complaint or otherwise and whether designated "continuing" or otherwise.

2. They admit that the corporate defendant The International Nickel Company, Inc. has an office at 67 Wall

Street, Borough of Manhattan, City, County and State of New York. They admit that said corporate defendant transacts business and is found within the Southern District of New York. Except as so admitted, they deny each and every averment in this paragraph.

## II

3. They admit that defendant The International Nickel Company of Canada, Limited is a corporation organized and existing under the laws of the Dominion of Canada. They admit that certain of the principal executive officers of The International Nickel Company of Canada, Limited, including the Chairman and President, the Executive Vice President (and one other Vice President), the Treasurer, the Secretary and the Comptroller, as officers of The International Nickel Company, Inc., a Delaware corporation, occupy offices maintained by said Delaware corporation at 67 Wall Street, Borough of Manhattan, New York City, and at that location from time to time perform duties as officers of The International Nickel Company of Canada, Limited. They admit that the Board of Directors and Executive Committee of The International Nickel Company of Canada, Limited hold frequent meetings at said address and that certain of its files and accounts are there maintained and kept by The International Nickel Company, Inc. Except as so admitted, they deny each and every averment in this paragraph.

4. They admit the averments in this paragraph.

5. They admit the averments in this paragraph except they aver that from 1918 to 1921 Robert C. Stanley was Vice President and a director, and from 1922 to 1928 was President and a director, of The International Nickel Company, a New Jersey corporation which, for a period

ending in 1928, held the capital stock of defendant The International Nickel Company of Canada, Limited.

6. They admit the averments in this paragraph except they aver that defendant John F. Thompson was Vice President and a director of The International Nickel Company of Canada, Limited from 1931 to 1936 and since 1936 has been and now is Executive Vice President and a director of said Company.

7. They admit the averments in this paragraph except they aver that defendant Paul D. Merica has been a Vice President of The International Nickel Company of Canada, Limited since 1936.

8. They admit that each of the individual defendants has participated and now participates in the management of the defendant corporations employing him or of which he is an officer or director. Except as so admitted, they deny each and every averment in this paragraph.

### III

9. They aver that the term "commercial nickel" has been defined by plaintiff only to explain its use in the complaint and that as so defined it has been limited to unwrought refined nickel and nickel oxide. To avoid confusion, however, the term will be used in this answer with the same meaning as set forth in this paragraph of the complaint.

10. They aver that the term "nickel products" has been defined by plaintiff only to explain its use in the complaint and that as so defined it has been limited to certain high-nickel rolling mill forms and certain high-nickel alloys and does not include the much larger production of other nickel rolling mill forms and other alloys

of nickel. To avoid confusion, however, the term will be used in this answer with the same meaning as set forth in this paragraph of the complaint.

11. They aver that the term "nickel-bearing materials" has been defined by plaintiff only to explain its use in the complaint and that as so defined it has been limited to certain unrefined nickel-bearing materials. To avoid confusion, however, the term will be used in this answer with the same meaning as set forth in this paragraph of the complaint.

#### IV

12. They admit the averments in this paragraph.

13. They admit that nickel does not occur in nature as a pure metal but is found in combination with other elements in mineral formations of various types. They admit that the ores worked primarily as sources of nickel are: sulphide ores, found in Canada, the Union of Soviet Socialist Republics and elsewhere, containing copper, nickel, iron, sulphur, silicon and other elements, including some precious metals; and silicates and oxidized ores found in New Caledonia, Celebes, Cuba and elsewhere. Except as so admitted, they deny each and every averment in this paragraph.

14. They admit that the character of nickel-bearing mineral deposits varies widely and that there are generally three series of steps in the production of "refined nickel for commercial use", by which term they understand plaintiff to refer to commercial nickel. They admit that these three series of steps are (a) mining (b) reduction and (c) refining. They admit that after the ore has been mined, it is reduced by concentrating, roasting, smelting in blast or reverberatory furnaces and converters,



or by other means, to make a product, which is sometimes a "matte" containing a higher percentage of nickel, together with other elements. They admit that this reduced product is then treated further to reduce or refine it. They admit that the nature of all these operations varies with the nature of the ores. Except as so admitted, they deny each and every averment in this paragraph.

15. They admit that nickel products are produced by rolling metallic nickel and certain high nickel alloys into various forms, such as sheets, bars, rods and strips, suitable for industrial fabrication and use; they admit that high nickel alloys are produced by combining metallic nickel with other elements. They admit that some high nickel alloys are also produced directly by refining a nickel-copper matte or other partially reduced product from Canadian ores, as in the case of the nickel-copper alloy produced and marketed by The International Nickel Company of Canada, Limited and its subsidiaries under the trade mark "Monel". Except as so admitted, they deny each and every averment in this paragraph.

16. They admit that extensive deposits of nickel-bearing minerals have been found in a number of countries but for many years the ores of Canada and New Caledonia furnished most of the world's supply of nickel. They admit that in or about 1900 approximately two-thirds of the world's supply of nickel and nickel-bearing materials were of New Caledonian origin and about one-third was of Canadian origin. They admit that since that time the relative positions of these two sources of supply have changed materially. They admit that of world production of nickel, Canada furnished approximately 113,053 short tons in 1939 and approximately 143,882 short tons in 1943. Except as so admitted, they are without knowl-

edge or information sufficient to form a belief as to the truth of the averments in this paragraph.

17. They admit that more commercial nickel and nickel products are purchased in, and more industrial products containing nickel are manufactured in, the United States than in any other country. They admit that production of nickel in the United States has been small. They admit that small amounts of nickel in the form of nickel salts have been and are recovered in the United States as by-products in the electrolytic refining of copper and that secondary nickel has been and is recovered from scrap. They admit that the amounts so recovered have been small as compared to total imports of nickel in various forms; they admit that the United States imports the greater part of the nickel and nickel-bearing materials used therein and, in this sense and to this extent, has been and is relying upon sources of supply outside of the United States. Except as so admitted, they deny each and every averment in this paragraph.

18. They admit that commercial nickel, nickel products and various other alloys containing nickel are utilized in many industries; they admit that end products employing commercial nickel, nickel products or various other alloys containing nickel (including stainless steel) have widely diversified applications in automotive, aircraft and railway equipment; heavy machinery; farm implements; machine tools; gun forgings; armor and deck plates; marine and chemical equipment; restaurant and kitchen fixtures; electrical resistance materials; and coinage. Except as so admitted, they deny each and every averment in this paragraph.

19. They admit the averments in this paragraph in so far as they relate to commercial nickel. They admit that

among the major industrial purchasers of nickel products are the chemical industries, electroplaters' supply houses and steel mills. Except as so admitted, they deny each and every averment in this paragraph.

20. They admit that The International Nickel Company of Canada, Limited is the largest producer of nickel in the world. They admit that the combined assets of The International Nickel Company of Canada, Limited and its wholly-owned subsidiaries, as stated in the most recent consolidated balance sheet of the Company and its subsidiaries and without taking into account liabilities and all appropriate reserves, exceed two hundred and ninety million dollars (\$290,000,000). They admit that for many years The International Nickel Company of Canada, Limited and its wholly-owned subsidiaries have produced and sold a major part of the commercial nickel and nickel products purchased in markets of the world outside the United States. Except as so admitted, they deny each and every averment in this paragraph.

21. They admit that The International Nickel Company of Canada, Limited owns the greater part of the principal known deposits of nickel-copper ore in the Sudbury District of the Province of Ontario, Canada and has smelters, a nickel refinery and a copper refinery in the Province of Ontario, Canada. They aver that said Canadian corporation has been in existence since 1916; that its principal nickel-copper ore deposits have been owned by it or its direct predecessor, Canadian Copper Company, since about 1886; that all said ore deposits are located in the Sudbury District, Province of Ontario, Canada; that by 1922 all its nickel refining activities had been concentrated in Canada where its mines, smelters and hydroelectric developments have always been located; and that all of

the Company's product is, and always has been, derived from Canadian nickel-copper ores. They admit that The International Nickel Company, Inc. has a foundry at Bayonne, New Jersey, and a rolling mill with some refining facilities, at Huntington, West Virginia. They admit that The Mond Nickel Company, Limited, a wholly-owned subsidiary of The International Nickel Company of Canada, Limited, has a nickel refinery at Clydach, Wales and a refinery for precious metals at Acton, England. Except as so admitted, they deny each and every averment in this paragraph.

22. They admit that certain nickel-bearing materials produced by The International Nickel Company of Canada, Limited in Canada and commercial nickel produced by The International Nickel Company of Canada, Limited and its wholly-owned subsidiary, The Mond Nickel Company, Limited, in Canada and Great Britain respectively, are purchased in Canada and Great Britain by The International Nickel Company, Inc. and shipped into and in the United States, and that such commercial nickel is sold by The International Nickel Company, Inc. in the United States. They admit that The International Nickel Company, Inc. sells and ships in trade and commerce among the states of the United States commercial nickel received from The International Nickel Company of Canada, Limited and The Mond Nickel Company, Limited in Canada and Great Britain respectively and nickel products produced by it in the United States at Huntington, West Virginia. Except as so admitted, they deny each and every averment in this paragraph.

## V

23. They deny each and every averment in this paragraph.



24. They admit that, at or about the beginning of the Twentieth Century, Canadian Copper Company, a corporation organized in 1886 under the laws of the State of Ohio, was engaged in mining and smelting nickel-copper ores in Canada and had entered into contractual arrangements for the sale of nickel-copper matte to Orford Copper Company. They admit that Canadian Copper Company also refined some nickel experimentally. They admit that Orford Copper Company, a corporation organized in 1887 under the laws of the State of New Jersey, was engaged in refining nickel at its refinery located at Constable Hook near Bayonne, New Jersey from nickel-bearing materials supplied by Canadian Copper Company and was there engaged also in refining other metals. They admit that American Nickel Works, a corporation organized under the laws of the Commonwealth of Pennsylvania in 1902, acquired certain assets from Joseph Wharton, which assets included facilities at Camden, New Jersey capable of use for smelting and refining metals, including nickel, and included also an undivided one-third interest in certain lands in Canada having some nickel-bearing minerals. They admit that earlier said Joseph Wharton had engaged in smelting and refining nickel from ores mined at Lancaster Gap, Pennsylvania and that in or prior to 1893 mining operations at Lancaster Gap were terminated. Except as so admitted, they are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

25. They admit that on or about March 30, 1902 International Nickel Company, a holding corporation, was organized under the laws of the State of New Jersey. They admit that the authorized capital of International Nickel Company was thirty-six million dollars (\$36,000,000). They admit that, of this authorized capital, stocks and

bonds with an aggregate par value and principal amount of approximately twenty-seven million seven hundred thousand dollars (\$27,700,000) were issued as the consideration for the acquisitions set forth in paragraph 26 of the complaint. Except as so admitted, they deny each and every averment in this paragraph 25 of the complaint.

26. They admit the averments in this paragraph except that they are without knowledge or information sufficient to form a belief as to the truth of the averment that The Anglo-American Iron Company was engaged in mining in Canada and except that the averment in this paragraph that the combined assets of the companies acquired by International Nickel Company were approximately thirty million dollars (\$30,000,000) is not sufficiently definite or certain to permit of admission or denial and in consequence they are unable either to admit or deny said averment.

27. They deny each and every averment in this paragraph.

28. They admit that The International Nickel Company was organized in 1912 under the laws of the State of New Jersey in connection with a recapitalization of International Nickel Company, that The International Nickel Company of Canada, Limited was organized in 1916 under the laws of the Dominion of Canada and that, upon the organization of said Canadian Company, it became a wholly-owned subsidiary of The International Nickel Company. They admit that the assets of American Nickel Works were transferred in 1905 to Orford Copper Company, that the assets of The Vermillion Mining Company of Ontario and The Anglo-American Iron Company were transferred in 1911-1912 to Canadian Copper Company, that the assets of Orford Copper Company were trans-

ferred in 1912 to The International Nickel Company and that the assets of Canadian Copper Company were transferred in 1918 to The International Nickel Company of Canada, Limited. They admit that after such transfers the corporate existence of the transferor subsidiary companies was terminated. Except as so admitted, they deny each and every averment in this paragraph.

29. They admit that in or about 1922 The Mond Nickel Company, Limited, a corporation organized under the laws of Great Britain, purchased a plant at Hyde, Pennsylvania and organized American Nickel Corporation, later known as American Mond Nickel Company, under the laws of the Commonwealth of Pennsylvania. They admit that American Mond Nickel Company engaged in the production of certain nickel products and acted as commission agent in the sale, in the United States, of nickel pellets and nickel salts produced by The Mond Nickel Company, Limited and shipped from Great Britain to the United States. Except as so admitted, they deny each and every averment in this paragraph.

30. They admit the averments of this paragraph in so far as they relate to the nickel contained in commercial nickel and nickel products except they aver that the percentages set forth do not take into account the nickel contained in scrap and secondary metal.

31. They admit that in 1928 defendant Robert C. Stanley and other persons, who were directors and officers of The International Nickel Company of Canada, Limited or The International Nickel Company, had discussions with certain stockholders or directors of The Mond Nickel Company, Limited respecting the possibility of some fusion of interests between The International Nickel Company of Canada, Limited and The Mond Nickel Company,

Limited in order to avoid a duplication of capital expenditures in operating a common ore body. Except as so admitted, they deny each and every averment in this paragraph.

32. They admit that, in accordance with the terms of a Deposit Agreement dated as of October 30, 1928, a Plan of Exchange was declared operative under which stockholders of The International Nickel Company exchanged their stock for shares of stock of The International Nickel Company of Canada, Limited and thereby became stockholders of the latter. They admit that on December 19, 1928 the name of The International Nickel Company was changed to Nickel Holdings Corporation and its corporate existence subsequently terminated by reason of its dissolution under the laws of New Jersey. Except as so admitted, they deny each and every averment in this paragraph.

33. They deny each and every averment in this paragraph.

34. They admit that in October 1928 defendant The International Nickel Company, Inc. was incorporated under the laws of the State of Delaware and that all of its capital stock was subsequently issued to The International Nickel Company of Canada, Limited, in consequence of which it became a wholly-owned subsidiary of said Canadian corporation. They admit that the plant for the production of nickel products at Huntington, West Virginia and the plant at Bayonne, New Jersey, together with the stock of certain corporations and other assets, were transferred by The International Nickel Company to The International Nickel Company, Inc. They admit that The International Nickel Company, Inc. thereafter sold commercial nickel and produced and sold nickel



products within the United States . Except as so admitted, they deny each and every averment in this paragraph.

35. They admit that a Memorandum of Agreement was made as of January 1, 1929 between The International Nickel Company of Canada, Limited and The International Nickel Company, Inc., which related, among other things, to the sale of commercial nickel and certain nickel-bearing material by the Canadian corporation to the Delaware corporation and to the sale of nickel products by the Delaware corporation to the Canadian corporation. They admit that a Memorandum of Agreement was made as of January 1, 1931 between said parent company and its subsidiary which, among other things, amended the aforesaid Memorandum of Agreement made as of January 1, 1929. They refer to the Memoranda of Agreement themselves, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of their terms and provisions. Except as so admitted, they deny each and every averment in this paragraph.

36. They admit that an agreement in writing, dated December 20, 1928, was made between The International Nickel Company of Canada, Limited, certain holders of shares of The Mond Nickel Company, Limited and all other holders of such shares who should thereafter become parties thereto; they admit that said agreement provided, among other things, for the sale to The International Nickel Company of Canada, Limited of shares of The Mond Nickel Company, Limited, in consideration of shares of The International Nickel Company of Canada, Limited. They admit that this agreement was consummated in 1929 and that The International Nickel Company of Canada, Limited acquired thereby all or substantially all the issued capital shares of The Mond Nickel Com-

pany, Limited, a British corporation among the assets of which were mines and a smelter in Canada, a nickel refinery and a precious metals refinery in Great Britain and the stock of various subsidiaries, including American Mond Nickel Company; they admit that the stock of American Mond Nickel Company was transferred to The International Nickel Company of Canada, Limited by The Mond Nickel Company, Limited on or about April 30, 1929. Except as so admitted, they deny each and every averment in this paragraph.

37. They admit that on or about April 16, 1929, The International Nickel Company of Canada, Limited became sole director and manager of The Mond Nickel Company, Limited. They admit that an agreement in writing was made on June 30, 1929 by The International Nickel Company of Canada, Limited and The Mond Nickel Company, Limited providing for the sale to the Canadian corporation for a cash consideration of all assets of The Mond Nickel Company, Limited located in Canada and elsewhere on the continent of America. They admit that said agreement was executed and that, as a result, The International Nickel Company of Canada, Limited acquired said assets, including facilities for nickel mining and smelting and for the sale of commercial nickel and nickel products theretofore owned and operated by The Mond Nickel Company, Limited in Canada. Except as so admitted, they deny each and every averment in this paragraph.

38. They admit the averments in this paragraph.

39. They deny each and every averment in this paragraph.

40. They deny each and every averment in this paragraph.

41. They admit that, in 1931 and for many years before, The International Nickel Company of Canada, Limited, together with its wholly-owned subsidiaries, was the largest producer and seller of commercial nickel and nickel products in the world. They admit that a large part of the remaining world production of nickel was in 1931 and for many years before produced by two French companies namely: Societe Anonyme Le Nickel and Societe Anonyme Caledonia Charbonnages Minerais et Metaux de la Nouvelle Caledonie. Except as so admitted, they deny each and every averment in this paragraph.

42. They admit the averments in this paragraph.

43. They deny each and every averment in this paragraph.

44. They admit that an agreement in writing, named therein the "Main Agreement", was made under date of October 23, 1931 by The International Nickel Company of Canada, Limited, The Mond Nickel Company, Limited and Caledonickel. They admit that an agreement in writing, named therein "Agreement re (i) Disposal of Interest in Properties (ii) Sales in North America", was made under date of October 23, 1931 by The International Nickel Company of Canada, Limited, The Mond Nickel Company, Limited, Societe Anonyme Le Nickel, Societe Anonyme Caledonia Charbonnages Minerais et Metaux de la Nouvelle Caledonie and Caledonickel. They refer to said agreements, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of their terms and provisions. Except as so admitted, they deny each and every averment in this paragraph.

45. They admit the execution of the Main Agreement, as identified in paragraph 44 hereof, and they refer to

said agreement, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of its terms and provisions. Except as so admitted, they deny each and every averment in this paragraph.

46. They admit that the Main Agreement states that it was entered into by The International Nickel Company of Canada, Limited and The Mond Nickel Company, Limited in reliance upon the warranties and agreements contained in "Agreement re (i) Disposal of Interest in Properties (ii) Sales in North America". They refer to said agreements, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of their terms and provisions. Except as so admitted, they deny each and every averment in this paragraph.

47. They admit that the "Agreement re (i) Disposal of Interest in Properties (ii) Sales in North America", as identified in paragraph 44 hereof, contained, among other provisions, the language quoted in this paragraph. Except as so admitted, they deny each and every averment in this paragraph.

48. They admit that an agreement in writing was made on February 21, 1933 by The Mond Nickel Company, Limited and Norddeutsche Affinerie, a German corporation which was engaged in the refining of metals, including some nickel. They refer to said agreement, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of its terms and provisions. Except as so admitted, they deny each and every averment in this paragraph.

49. They admit that in or prior to 1933, I. G. Farbenindustrie Aktiengesellschaft, a corporation or associa-



tion organized and existing under the laws of Germany, had developed or acquired certain processes for the production of nickel powder from matte containing nickel and for the utilization of such powder. Except as so admitted, they are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

50. They deny each and every averment in this paragraph.

51. They admit that on April 28, 1934, The Mond Nickel Company, Limited and I. G. Farbenindustrie Aktiengesellschaft entered into two agreements in writing, one of which was therein named the "Main Agreement" and the other of which was therein named the "Patent Agreement". They refer to said agreements, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of their terms and provisions. Except as so admitted, they deny each and every averment in this paragraph.

52. They admit that the Main Agreement and the Patent Agreement were executed by the parties thereto, as identified in paragraph 51 hereof. They refer to the agreements themselves, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of their terms and provisions. Except as so admitted, they deny each and every averment in this paragraph.

53. They admit that the Main Agreement was executed by the parties thereto, as identified in paragraph 51 hereof. They refer to the agreement itself, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of its terms and provi-

sions. Except as so admitted, they deny each and every averment in this paragraph.

54. They admit that the Patent Agreement was executed by the parties thereto, as identified in paragraph 51 hereof. They refer to the agreement itself, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of its terms and provisions. Except as so admitted, they deny each and every averment in this paragraph.

55. They admit that the Patent Agreement was executed by the parties thereto, as identified in paragraph 51 hereof. They refer to the agreement itself, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of its terms and provisions. Except as so admitted, they deny each and every averment in this paragraph.

56. They admit that the Patent Agreement was executed by the parties thereto, as identified in paragraph 51 hereof. They refer to the agreement itself, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of its terms and provisions. Except as so admitted, they deny each and every averment in this paragraph.

57. They admit that the Main Agreement was executed by the parties thereto, as identified in paragraph 51 hereof. They refer to the agreement itself, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of its terms and provisions. Except as so admitted, they deny each and every averment in this paragraph.

58. They admit that the Main Agreement and the Patent Agreement were executed by the parties thereto,

as identified in paragraph 51 hereof. They refer to said agreements, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of the provisions governing the terms of said agreements. They admit that by letter, dated April 28, 1934, signed by defendant Robert C. Stanley and attested by defendant Paul D. Merica, The International Nickel Company of Canada, Limited guaranteed full and complete performance by The Mond Nickel Company, Limited of each and every obligation of The Mond Nickel Company, Limited under both the Main Agreement and the Patent Agreement.

59. They admit that in 1937 I. G. Farbenindustrie Aktiengesellschaft was desirous of augmenting its capacity for refining nickel by erecting a new refinery in Germany with a capacity of about two thousand tons per annum; they admit that negotiations for the purpose of modifying the Main Agreement were conducted between the parties thereto and the changes agreed upon were incorporated in an agreement in writing, named therein "Supplemental Agreement", made on May 4, 1937 between said parties to the Main Agreement. They refer to said Supplemental Agreement, which will be produced upon the trial or at any other time directed by this Court, for a complete statement of its terms and provisions. They admit that The International Nickel Company of Canada, Limited by letter extended to the Supplemental Agreement its guaranty of performance by The Mond Nickel Company, Limited of the Main Agreement and the Patent Agreement. Except as so admitted, they deny each and every averment in this paragraph.

60. They admit the averments of this paragraph except they aver that the "understanding and contracts", the benefits and obligations of which were assumed by

Societe Anonyme Le Nickel, were only those agreements in writing identified in paragraph 44 hereof.

61. They deny each and every averment in this paragraph.

## VI

62. They deny each and every averment in this paragraph.

63. They deny each and every averment in this paragraph.

## VII

### SEPARATE DEFENSE OF THE INTERNATIONAL NICKEL COMPANY OF CANADA, LIMITED

64. The International Nickel Company of Canada, Limited avers that it is a corporation organized and existing under the laws of the Dominion of Canada and is not and has not at any time been an inhabitant of, or found in, the United States and this Court lacks jurisdiction over this defendant.

WHEREFORE, the defendants demand judgment dismissing the complaint.

SULLIVAN & CROMWELL

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(A Member of the Firm)

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October 23, 1946.