

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

BEUMER CORPORATION	:	
	:	Case No. 1:13-CV-1513
Plaintiff,	:	
	:	Judge Lesley Wells
vs.	:	
	:	Magistrate Kenneth S. McHargh
BLOOM LAKE IRON ORE MINE	:	
LIMITED PARTNERSHIP	:	
	:	
Defendant.	:	

ANSWER OF PLAINTIFF BEUMER CORPORATION TO COUNTERCLAIM

Now comes Plaintiff Beumer Corporation (“Beumer”), through counsel, and for its Answer to the Counterclaim of Defendant Bloom Lake Iron Ore Mining Limited Partnership (“Defendant”) does state as follows:

1. With respect to the allegations contained in paragraph 1 of the Counterclaim, Beumer states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations contained therein and therefore denies same.

2. With respect to the allegations contained in paragraph 2 of the Counterclaim, Beumer states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations contained therein and therefore denies same.

3. Beumer admits the allegations contained in paragraph 3.

4. Beumer admits the allegations contained in paragraph 4.

5. With respect to the allegations contained in paragraph 5 of the Counterclaim, Beumer states that the terms of the purchase agreements speak for themselves and they are the best evidence of their contents. Beumer denies the remaining allegations contained therein to the extent inconsistent with the foregoing. Beumer further answers that the purchase agreements

also contain language that states that if a disagreement arises concerning the interpretation of any Contract Document that is not settled amicably, then either party may refer the disagreement to arbitration to be administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

6. Beumer admits the allegations contained in paragraph 6.

7. Beumer admits the allegations contained in paragraph 7.

8. With respect to the allegations contained in paragraph 8 of the Counterclaim, Beumer states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations contained therein and therefore denies same.

9. Beumer admits the allegations contained in paragraph 9.

10. Beumer admits the allegations contained in paragraph 10.

11. Beumer admits the allegations contained in paragraph 11.

12. Beumer admits the allegations contained in paragraph 12.

13. Beumer admits the allegations contained in paragraph 13.

14. Beumer admits the allegations contained in paragraph 14.

15. Beumer admits the allegations contained in paragraph 15.

16. Beumer admits the allegations contained in paragraph 16.

17. Beumer admits the allegations contained in paragraph 17.

18. Beumer denies the allegations contained in paragraph 18.

19. Beumer denies the allegations contained in paragraph 19.

20. Beumer denies the allegations contained in paragraph 20, as well as the allegations set forth in sub-paragraphs 20(a) through (g).

21. Beumer denies the allegations contained in paragraph 21.

22. Beumer denies the allegations contained in paragraph 22.

23. Beumer denies the allegations contained in paragraph 23, as well as the allegations set forth in sub-paragraphs 23(a) through (c).

24. Beumer denies the allegations contained in paragraph 24, as well as the allegations set forth in sub-paragraphs 24(a) through (e).

25. Beumer admits the allegations contained in paragraph 25.

26. Beumer admits the allegations contained in paragraph 26.

27. Beumer denies the allegations contained in paragraph 27.

28. Beumer denies the allegations contained in paragraph 28, as well as the allegations set forth in sub-paragraphs 28(a) through (i).

29. Beumer denies the allegations contained in paragraph 29.

30. Beumer denies the allegations contained in paragraph 30.

31. Beumer admits the allegations contained in paragraph 31.

32. Beumer admits the allegations contained in paragraph 32.

33. Beumer denies the allegations contained in paragraph 33, as well as the allegations set forth in sub-paragraphs 33(a) through (c).

34. With respect to the allegations contained in paragraph 34 of the Counterclaim, Beumer states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations contained therein and therefore denies same.

35. Beumer denies the allegations contained in paragraph 35.

36. Beumer denies the allegations contained in paragraph 36.

37. Beumer denies the allegations contained in paragraph 37.

38. Beumer denies the allegations contained in paragraph 38.

39. Beumer denies the allegations contained in paragraph 39, as well as the allegations set forth in sub-paragraphs 39(a) through (c).

40. Beumer denies the allegations contained in paragraph 40, as well as the allegations set forth in sub-paragraphs 40(a) through (b).

41. Beumer denies the allegations contained in paragraph 41.

42. Beumer denies the allegations contained in paragraph 42.

43. Beumer denies the allegations contained in paragraph 43.

44. With respect to the allegations contained in paragraph 44 of the Counterclaim, Beumer states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations contained therein and therefore denies same.

45. With respect to the allegations contained in paragraph 45 of the Counterclaim, Beumer states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations contained therein and therefore denies same.

46. Beumer denies the allegations contained in paragraph 46.

47. Beumer denies the allegations contained in paragraph 47.

48. Beumer denies the allegations contained in paragraph 48, as well as the allegations set forth in sub-paragraphs 48(a) through (d).

49. Beumer denies the allegations contained in paragraph 49.

50. Beumer denies the allegations contained in paragraph 50.

51. Beumer denies the allegations contained in paragraph 51.

52. Beumer denies the allegations contained in paragraph 52.

53. Beumer denies the allegations contained in paragraph 53.

54. Beumer denies the allegations contained in paragraph 54.

55. Beumer denies the allegations contained in paragraph 55.

56. Beumer denies the allegations contained in paragraph 56.

FIRST CLAIM FOR RELIEF

57. Beumer incorporates by reference its answers to paragraphs 1 through 56 as if fully restated herein.

58. With respect to the allegations contained in paragraph 58 of the Counterclaim, Beumer states that the terms of the purchase agreements speak for themselves and they are the best evidence of their contents. Beumer denies the remaining allegations contained therein to the extent inconsistent with the foregoing.

59. Beumer denies the allegations contained in paragraph 59.

60. Beumer denies the allegations contained in paragraph 60.

61. Beumer denies the allegations contained in paragraph 61.

62. Beumer denies the allegations contained in paragraph 62.

SECOND CLAIM FOR RELIEF

63. Beumer incorporates by reference its answers to paragraphs 1 through 62 as if fully restated herein.

64. Beumer denies the allegations contained in paragraph 64.

65. Beumer denies the allegations contained in paragraph 65.

66. Beumer denies the allegations contained in paragraph 66.

67. Beumer admits the allegations contained in paragraph 67.

68. Beumer admits the allegations contained in paragraph 68.

69. Beumer denies the allegations contained in paragraph 69.

AFFIRMATIVE DEFENSES

70. Defendant's Counterclaim fails to state a claim for which relief may be granted.
71. Defendant's Counterclaim is or may be barred, in whole or in part, by the equitable doctrines of waiver, estoppel and laches.
72. Defendant's Counterclaim is or may be barred, in whole or in part, by the doctrine of unclean hands.
73. Defendant's Counterclaim is or may be barred, in whole or in part, by release and/or payment.
74. Defendant's Counterclaim is or may be barred, in whole or in part, by accord and satisfaction.
75. Defendant has failed to join all necessary and/or indispensable parties.
76. Defendant's damages, if any, were or may be the direct and proximate result of intervening and/or superseding acts or omissions of third parties over which Beumer has neither control nor duty.
77. Defendant has failed to mitigate its damages.
78. Defendant's claims are or may be barred by setoff and/or recoupment.
79. Defendant has failed to follow the conditions precedent to asserting its claims under the purchase agreements, including but not limited to failing to provide notice of disagreements and/or using best efforts to settle disagreements amicably.
80. Beumer's actions were justified under applicable law and/or contract(s).
81. Defendant may be precluded under the purchase agreements from seeking all or some of its alleged damages, if any.

82. Beumer reserves the right to assert additional affirmative and/or other defenses as they may become known or available through the course of discovery in this action.

WHEREFORE, having fully answered Defendant Bloom Lake Iron Ore Mining Limited Partnership's Counterclaim, Plaintiff Beumer Corporation respectfully requests that the Counterclaim be dismissed with prejudice and that the Court award Beumer its costs and expenses for defending against same, plus any and other further relief that the Court deems just.

Respectfully Submitted,

/s/ Peter D. Welin

Peter D. Welin (0040762) (Trial Attorney)

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CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of January 2015, a copy of the foregoing pleading was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's system.

/s/ Peter D. Welin _____