

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JOYCE BROS. STORAGE & VAN CO.)
an Illinois Corporation,)
)
Plaintiff,)
)
MCNALLY INTERNATIONAL CORP., a)
New York Corporation,)
)
Defendant.)

Case No. 08 CV 06116

NOW COMES the Defendant, MCNALLY INTERNATIONAL CORP., a New York Corporation, by and through its attorneys, Gardiner Koch Weisberg & Wrona, and for their **Answer**, states as follows:

ANSWER

- 1. Defendant admits the allegations of paragraph 1.
- 2. Defendant admits the allegations of paragraph 2.
- 3. Defendant admits the allegations of paragraph 3.
- 4. Defendant admits the allegations of paragraph 4.

COUNT I-BREACH OF CONTRACT

- 5. Defendant admits the allegations of paragraph 5.
- 6. Defendant admits the allegations of paragraph 6.
- 7. Defendant admits the allegations of paragraph 7.
- 8. Defendant neither admits nor denies the allegations of paragraph 8 and demands strict proof thereof.



9. Defendant denies the allegation of paragraph 9.

10. Defendant denies the allegation of paragraph 10.

Wherefore, defendant requests the Complaint be dismissed with fees and costs.

AFFIRMATIVE DEFENSES

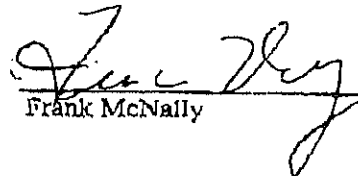
NOW COMES, the Defendant, MCNALLY INTERNATIONAL CORP., a New York Corporation, by and through its attorneys, Gardiner Koch Weisberg & Wrona and in support of their Affirmative Defense, state that all matters subject to this Complaint are currently before the Federal Arbitration Panel, and the Complaint should be otherwise stayed.

1. McNally International Corp. was retained by and entered into an agreement with Trump Hotel for a furniture installation project at the Trump Tower in Chicago, Illinois.
2. McNally International retained several contractors for the Trump Hotel furniture installation project including, but not limited to, Joyce Bro. Storage and Van Company.
3. Trump Hotel defaulted in its payments to McNally International and that case is pending before the National Arbitration Forum and a hearing date is set for May 13, 2009.
4. Joyce Bros. Storage & Van Co. has been paid on a percentage basis for its work performed by McNally International Corp..
5. McNally International Corp. entered into additional agreements with Joyce which required McNally to perform work in New York for Joyce Bros. Storage & Van Co. moving, for which McNally has never been paid.
6. Joyce Bro. has filed a mechanics lien in the case at bar.
7. All the issues regarding the case at bar will be resolved in the arbitration set for May 13, 2009.

WHEREFORE, pursuant to the Federal Arbitration Act, this case should be stayed.

Verification

Under the penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to such matters therein stated to be on information and belief and such matters, the undersigned certifies that he believes the same to be true


Frank McNally

Respectfully Submitted:


James B. Koch

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