

PLAINTIFF'S
EXHIBIT

JM-1633

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Note of Meeting at Shell-Mex on 20th November 1943.ADDENDUM

Present: Mr. Herbert R.M.D.
 " Wasserman B.E.W.
 " Sheriff "
 " Jacobson Johna Manville
 " Shepherd Turner and Newall Ltd.
 " Bateman "
 " Robertson Rhodesia House
 " Bayers R.M.D.
 " Ruggins Ministry of Production
 " Rennison R.M.D.

1. Mr. Herbert referred to earlier meetings. Examination of the statistical picture indicated that stocks in hand plus estimated production in 1943 without any additional mining etc., would be sufficient to meet 1943 requirements and leave in U.K. and U.S. 12 months stock in hand of all grades on 31.12.1943, after allowing a 10 per cent. margin for possible sinkings.

2. The following table indicates the availabilities and the agreed allocations for 1943 on the understanding that the diversions referred to in Ramat 4825 are not implemented. The quantities allocated are estimated to be sufficient to provide 12 months' stocks in U.K. and U.S. on 31.12.43, after allowing a margin of 10 per cent. for sinkings.

Grade	Stock at mine on 31.12.42. plus 1943 production.	Allocations				Total
		U.K.	U.S.	Empire	Neutrals	
C&O1	2,268	246	1,231	-	-	1,477
C&O2 } VRA2 } NVL2 }	10,856	4,721	6,648	-	-	11,369

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C&O3 }	54,649	9,097	16,235	15,195	Spain	47,527
VRA3 }					5,000	
HVL3 }					S.America	
					2,000	

C&O4 }	19,020	3,082	5,733	3,275	S.America	12630
VRA4 }					540	
HVL3XX }						

3. It was agreed that to the extent that the U.S. requirement as above of C&O2 could not wholly be met, the deficiency would be made up by C&O1. None of the HVL grades would be supplied to U.S.

4. Mr. Shepherd could not agree either that no VRA⁵ would be supplied to U.S. or that if VRA were supplied it should be at a lower price than the C&O grades. He maintained that the VRA and C&O grades were strictly comparable and interchangeable, and Turner and Newall's contracts invariably stipulated that deliveries of either grade should be at the Company's option. The question of the price differential had been raised by U.S. buyers some months ago and Mr. Shepherd had firmly refused to alter his Company's policy. There was no good reason why U.S. buyers should buy on different terms from U.K. buyers. U.K. users experience no difficulties in using the VRA grades and Mr. Shepherd did not accept the validity of U.S. tests indicating that the V.R.A. grades could not be used equally as well as the C&O grades for all purposes.

Although Mr. Shepherd maintained his position as set out in paragraph 4 above, he agreed as under :

C&O2 }	The quantity shipped to U.S.
VRA2 }	would include 1,000 tons V.R.A. <i>only</i>
C&O3 }	V.R.A. would only be shipped to U.S. when
VRA3 }	failure to do so would lose available shipping space
C&O4 }	V.R.A. would not be shipped
VRA4 }	

5./

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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5. It was emphasised that the U.K. requirements of the C&O grades were calculated on the understanding, the U.K. requirements of Canadian were met. It was agreed that the U.K. should make up any deficiencies of Canadian by taking more of the C&O and that the U.S. contracts with Turner & Newall's would cover the Company accordingly. Turner and Newall's 1943 requirements of Canadian grades were placed at 25,000 tons. The total Canadian programme is for 36,000 tons.
6. Mr. Shepherd asked, and the B.E.W. representatives confirmed, that the requirements of the U.S. Branch of Turner and Newall's would be catered for.
7. It was agreed that surpluses should be divided equally between U.K. and U.S. except that U.S. might take more C&O1 against the possibility of a shortage of C&O2.
8. The B.E.W. representatives referred the 7½ per cent. increase in prices recently imposed by Turner and Newall's and expressed their serious concern. Mr. Shepherd stated that he had agreed to furnish R.M.D. with details of their costs and the necessity for the price increase; he insisted that the figures should be confidential to R.M.D.
9. B.E.W. would draw up draft contracts for 1943 purchases and would submit copies to R.M.D. and to Turner and Newall's.
10. The next meeting was arranged for 10.30 a.m. on Friday 27th November, 1942 at Shell Mex House (Room 896).

R.M.D.C.
23rd November, 1942.