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<td>Affidavit of Dr. Walter Schmacher, former German commissioner of the French ELMAG A.G., and later Kрупп's director of Kрупп's ELMAG G.m.b.H., confirming Kрупп violation of property rights, converting of ELMAG A.G. into war plant, and use of slave labor. Dated: 12 June 1947.</td>
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<td>File note by Karl HUPE and Walter SCHUMACHER (ELHAG G.m.b.H. directors), re: transfer of the manufacture of the 88 mm guns from Alsace, France to Groeditz, Germany. Dated: 14 September 1914.</td>
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<td>Affidavit of Albert SCHROFFENBERGER, French engineer of S.A.C.M., about his personal experiences during KRUPP's operation of ELHAG plants, and also identifying ELHAG A.G. machinery at KRUPP's dispersal plant in Kulmbach, Germany. Dated: 13 August 1914.</td>
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<td>NIK-12274</td>
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<td>Affidavit of Friedrich HEIN, worker at EIMLG and KREPP employed for over 40 years, Re: shipment and treatment of foreign workers and Pps at Kraus. Dated: 30 October 1947.</td>
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<td>NIK-12275</td>
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<td>Affidavit of Paul Czaja, worker at EIMLG, Re: eye-witness report of maltreatment of Pps and foreign workers at KREPP. Dated: 30 October 1947.</td>
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<td>NIK-12455</td>
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<td>Affidavit of Vladimir J. MANDL, certifying that the six workbooks (Arbeitsbucher) marked NIK-9539 A, B, C, D, E, F are representative specimens of 246 work-books of foreign workers taken from KREPP files. Dated: 20 November 1947.</td>
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<td>6 identity books proving children of 12 to 17 years of age were among the foreign workers employed by KREPP. Dated: 20, 27 October and 2 November 1943</td>
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<td>NIK - 10782</td>
<td>Correspondence between different departments of ELIAG, re: reporting of foreign workers to police for leaving, requesting details about men who should be punished, etc. Dated: 22 January, 18 and 19 February 1944.</td>
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<td>NIK - 2968</td>
<td>Telegram from ELIAG to Director Karl BERNARDT mentioning that SCHOLL had contacted OSEI-LITZING concerning concentration camp inmates, etc. Dated: 18 July 1944.</td>
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<td>NIK - 9907</td>
<td>Monthly report of ELIAG for August 1944, re: production, labor allocation of foreign workers, FW's, and concentration camp inmates, etc. Dated: 26 September 1944.</td>
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After having duly been sworn in, I, the undersigned Xavier JACQUEMIN declare that I will say the truth, all the truth, nothing but the truth, make this declaration under oath freely and of my own will and state the following:

I, the undersigned Xavier JACQUEMIN, born on 8 July 1893 at Mulhouse, General Secretary of the firm "Societe Alsacienne de Constructions Mechaniques (by abbreviation SAOii)- Alsatian Company for Mechanical Constructions - at Mulhouse, living at Mulhouse, 17 Quai de l'Isly, state:

Being attached to the Directorate of the firm "Societe Alsacienne de Constructions Mecaniques" at Mulhouse since 1927, I was present during the enemy occupation, that is from July 1940 until 21 November 1944.

On 22 August 1940, two trustee-commissars were appointed to the SACK. They continued current production and commenced German war production in the factory at Mulhouse which the Chief of Civil Administration (Chef der Zivilverwaltung) placed at the disposal of the KRUPP Firm (first) by an agreement on 31 March 1943 (and later on) by a contract on 5 July 1944 between the Chief of Civil Administration, the trustee-commissars of the SACK, Peter DALMIR and Dr. Walter SCHULACHER - (SACK under the name of ELMAG A.G. given by the Germans) - the KRUPP firm and the firm ELMAG G.m.b.H., a subsidiary especially established by KRUPP in May 1943 for the exploitation of the SACK plants at Mulhouse, Nasevaux and Jung-holts.

All this was done without the intervention of the Board of Directors or officials of the SACK. Besides SACK requested and received judgement from the French Tribunal that the lease contract, according to this decision of 3 June 1947, was voided. Consequently, the rental fees paid by KRUPP-ELMAG G.m.b.H. were placed at the disposal of the French land and estate administration (Administration Francaise des Domaines).

I join to my statement a certified copy of the aforesaid contract.

The camouflaging of the name of the firm at the time KRUPP took it over and the establishment of ELMAG G.m.b.H. can be easily explained from the general situation prevailing in 1943. Having been strongly hit at Essen by the Allied Air-Force and thus forced to operate KRAWA at Mulhouse, KRUPP must necessarily have taken into consideration that this removal placed his production at approximately the same distance from the allied air-fields-production which, recent experience had shown attracted heavy bombardments. The Germans felt a quite natural anxiety to delay as far as possible the day when the settlement of KRUPP-KRAWA at Mulhouse would be known by the Allied Intelligence Service.
When KRUPP settled at Mulhouse, he intrusted the management of the firm to ROTH, HABERLAAS and Dr. SCHUMACHER: ROTH as general manager, HABERLAAS as commercial director and SCHUMACHER as technical director.

In 1943, ROTH had to leave Alsace for political reasons raised by intrigues of his colleagues. ROTH was replaced by HUPE in June 1944. At the same time, HABERLAAS, who died at the end of May 1943, was replaced by Horbert COLLIGNON.

The KRUPP subsidiary at Mulhouse was managed and controlled from Essen by the director, EBERHARDT, member of Fried. KRUPP Directorate at Essen. EBERHARDT occasionally came to Mulhouse on business, talked with firm officials and visited the plant.

He came, at least once, with Alfried KRUPP von BOHLEN und HABING and Dr. JANSSSEN of KRUPP) Essen.

From September 1944 on, under the pressure of the Allied advance, KRUPP started to remove successively the plant installation at Mulhouse, beginning with the machines and stocks he had brought there and also dismantling about a hundred machines belonging to the SACL, as well as various types of equipment, tools, furniture, and technical and commercial files.

The German management brought deep changes to the industrial property of the SACL. These damages resulting from spoliation, repair of which is not as yet terminated, are very great and are being estimated by experts.

It is significant of KRUPP's intentions to mention that in the course of a conversation I had with HABERLAAS a short time before his death, he declared to me that he feared that some day the SACL would find an empty plant at Mulhouse ("Eine Schale ohne Kern").

At the time of KRUPP's departure from Mulhouse, the total amount of funds from the bank, the cash-in-hand as well as technical, commercial, book-keeping and documents, were already transferred to Germany.

On the eve of the Liberation of Mulhouse, on 20 November 1944, BIEGI, KRUPP assistant commercial director, intimated that on account of the situation he probably would have to leave Mulhouse during the day. I called his attention to the fact that it should be advisable to place at the disposal of the finance office an amount of at least 2,000,000 RM, to pay the workers and employees for the work done since 1st November. BIEGI answered that he had no authority to dispose of such an amount of money but that he would cable to Essen to get the necessary authorization. I told him of my apprehension that we would have to wait very long for the answer. The funds never arrived.
After the Liberation I, on my own initiative, paid the workers and employees with funds deducted from the bank credits of SACI (SNCI A.G.)

I have read each of the three pages and signed each correction with my own initial and after having ascertained that all is in conformity with the truth, I insist and sign.

Mulhouse, 13 August 1947.

Signed: X. Jacquemin

Sworn and signed before me this 13th day of August 1947 at Mulhouse by Mr. Xavier Jacquemin.

Signed: Leo BROUDES
U.S. civilian
AGO: A 165775
Office of Chief of Counsel for War Crimes
U.S. War Department.

CERTIFICATE OF TRANSLATION

29 August 1947

I, Germaine REIFEN, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of the document No. NIK - 10592.

signed: G. Reifen

G. REIFEN
AGO: 463
Office of Chief of Counsel for War Crimes.
I, Walter SCHMIDT, at present of NUREMBERG, having been duly warned that false statements on my part render me liable to punishment, hereby state the following under oath, voluntarily and without duress:

After the occupation of France and Alsace, only very few of the stockholders of the S.A.C.M. could be found. The Elmac A.G. was managed by the Plenipotentiary General for Property of Enemies of the People and the Reich (Generalebevollmochtiger fuer die Volks- und Reichseigentumserwerbungen), attached to the Chief of the Civil Administration, Finance and Economic Department. It included the 5 plants located in Alsace. This Alsatian group of 5 plants comprised the Elmac A.G., Mulhouse.

A request was issued by German authorities asking the stockholders to report. It was known that the stock of the Elmac was distributed among very many small stockholders, only a few groups holding a larger countenance. Of these stockholders, as already stated, only very few reported. However, I personally am not informed about the exact details in this respect.

Therefore, there was nothing left to do but to continue to run the business in the form of a trusteeship which had been instituted in the interim. Minister-President Kohler, the Chief of the Civil Administration in Alsace was of the opinion that Elmac should be maintained as a permanent local enterprise and should not be merged with any other German Konzern.

Moreover, negotiations were to be carried on with the French Government, which was to make a final decision in this matter. These negotiations, as all the negotiations regarding Alsatian property, were never concluded. No agreement could be reached with the French government, as far as I know. It was difficult to find a compromise in this respect, because the special set up of Elmac did not lend itself to a practical and rational solution.

About half of the Elmac, as is known, was located on Alsatian territory and the other half on French territory outside of Alsace. This contributed, in addition to other difficulties, to the fact that a solution could not be found, and that the French Government was not ready for a compromise.

The following gentlemen were entrusted by the German civil authorities with the provisional management of the plant:

[Page 2 of original]
The Chief of the Civil administration was actually the authority that had the final say over the provisional managers and the Heirat.

The provisional managers endeavoured, in co-operation with the Alsatian and French collaborators Herr JACQUIN and Herr FEHERZOFF to keep the production of the Elmag A.G. going along the traditional lines of textile machine construction and of large-scale machine construction, to the extent that this was possible within the requirements of war production.

In the year 1940 upon my taking office, Elmag still used one half of their working hours for producing textile machines; but this figure gradually decreased later. Even though the hours used for construction of textile machines, these not being essential to the war effort, were bound to decrease greatly in favor of direct and indirect production for the Wehrmacht, the prerequisites for immediate peace-time resumption were maintained, with respect to personnel and machines.

In view of the particular technical situation of the Elmag, which on the one hand was geared to light assembly-line construction, and on the other hand to the construction of larger, individual machines, it was difficult to find the necessary balance under the then existing conditions. Nevertheless, I succeeded until the end of 1942 in providing the client with orders which guaranteed a balanced operation.

The purchasers of the products by Elmag were diverse, in view of the diversity of the products manufactured. Partly we executed orders for the Alsatian industry, as for example the boiler repairs, repair of the great power station of Kembs, repair of the sluice installations on the Rhine-Rhone Canal, we did drilling work which was assigned to us by the Berlin office; and we worked for the German Reich Railway and the German Wehrmacht. The circumstances were continually changing. The tendency, of course, was for the Wehrmacht allocation to increase considerably.

The provisional management beginning with Herr GCHEL, promoted the development of the enterprise in accordance with its internal structure as much as possible, in close co-operation with the old Alsatian and French collaborators of Elmag A.G., still present. This was done by expanding the work installations, putting up a shed, an assembly hall in connection with the Frafenstaden affair, by extending the tracks accordingly, and by...
providing canteens, sanitary and office premises.

The plant organization had to be transformed with the help of specialists from: Rheinische Treuhand A.G., Mannheim, in accordance with the accounting system prescribed by the economic group "machine construction" so that Wehrmacht order accounts could be settled at all.

In addition, REFA courses (Reich Committee for Workers' Studies) were held for the training of technical employees who were engaged in the preparation of new work which was being uniformly developed for the enterprise.

Of a total staff of approximately 5,500 workers and employees, only about 1% were German nationals. In general it can be said that, apart from a minor exception, - in early 1943 a group of about 80 Russian and Polish prisoners of war were employed in the above described development of the plant installations, - the old, established personnel of the Elmag A.G., continued to be employed throughout by the provisional management.

All these circumstances, namely the maintenance of the traditional production of the Elmag A.G., within the bounds of possibility, as well as the employment of the earlier Elmag workers constituted an important basis for the satisfactory co-operation between the provisional management and the earlier collaborators of the Elmag A.G.,

Herr JACQUEMIN and Herr PINTZ, we exerted ourselves, as provisional managers, to treat the personnel as justly as possible. The conditions described refer to the period before the firm of KUIFF came to Mulhouse.

In the middle of March 1945, it was on a Wednesday, (I no longer recall the exact date, but it was after the big attack on Essen, in which the Motor Vehicle Repair Shop of the firm of KUIFF was destroyed), I was called up by the Reich Ministry for Armaments and War Production in Mulhouse and ordered to be in Berlin together with my colleague Palmoner on Saturday morning, in order to conclude an agreement with the firm of KUIFF, which was to remove its most important vehicle production in Essen to the plant installations of the Elmag.

Mr. LADNER and I immediately went to Strasbourg by automobile the next day, Thursday, to the Chief of the Civil Administration. I believe it was Herr MURLIN, and informed him that we had received the order from the Ministry to go to Berlin for the negotiations. The Chief of the Civil Administration seemed to
have been informed of it too. Thereupon we drove back to Mulhouse in order to start our train journey to Berlin the next day, Friday morning.

In the meantime we had also informed the Beirat, Herr Ochel, who lived in Berlin, and who then later attended the negotiations.

We were completely surprised by this call, which informed us of the Krupp evacuation to Mulhouse, since no representative of Krupp had ever before contacted us, nor had inspected the plant regarding its possible suitability for evacuation purposes.

We arrived in Berlin on Saturday morning and, as far as I recall, the negotiations began about 10 o'clock of the same day, in a barracks building near the Z of the military barracks. Of the many gentlemen who were present I still remember: Professor HETTINGER who acted as chairman and represented the ministry, our gentleman from Alsace, that is, Herr Delner, myself, and Herr Ochel, who lived in Berlin. The Krupp men who I remember as being present were: Herr JANSEN, Herr HANDEL, Herr ROTH, Herr BALZ, and a lawyer whose name I cannot recall.

At the very beginning of the negotiation it was disclosed to us that the decision had already been made to evacuate the Krupp installation to Mulhouse, and therefore this subject was no longer under discussion. The only thing left to be discussed was the exact form of this evacuation, in technical as well as legal respect. The possibilities were given with respect to the technical problem. The one which was especially advocated by Herr DELNER as well as by myself, was that we proposed to the firm of Krupp that they should leave the Elsas in its present condition and place orders with us which we would execute in Mulhouse for the firm of Krupp in special departments, and for which we would render special accounts, under the direction of the Krupp engineers in Mulhouse. The Elsas AG was to retain its administrative structure and its factory subdivisions.

It seemed to us that in this endeavor we would be supported by the opinion of Professor HETTINGER, who had pointed out that Elsas, with its existing conditions and structure, and its planned development, had worked satisfactorily and should therefore not be put at a disadvantage.

This was flatly refused by the Krupp gentlemen.
The Krupp gentlemen were unanimously unwilling to place themselves under our management at Mulhouse.

The second alternative was to install the Krupp plants separately and independently, within the Elmag premises, and at the same time to leave a separate and independent section to the Elmag A.G. for its production. I was opposed to this proposal, as were also Herr Ochel and Herr Dalmer, since I, and the other gentlemen too, were of the opinion that a separation of that sort was not feasible, because Krupp could not move in with fully independent manufacturing installations. Auxiliary plants, power supply, etc., had to be provided by Elmag.

We were aware that that sort of parallelism of two plants would necessarily lead to a cessation of the previous development. Such interferences were bound to bring about the ultimate destruction of the previous development of the in itself independent Elmag production. We therefore took up the attitude that one sole management that would have to be created which would be responsible for both production programs.

It was thoroughly clear to the gentlemen from Mulhouse, and to me too, that we were insignificant compared to the large Krupp firm, and that the firm of Krupp had much more power to assert their will. Besides, as provisional managers of the Elmag, we were from the starting position that made it difficult for us to voice our viewpoint as strongly as we might have, had we been entrusted with our commission by the share-holders direct.

At the end of these negotiations in Berlin

the following conclusion was reached. The Motor Vehicle Repair Shop will evacuate to Mulhouse and form a united organization with Elmag. The former management of the Elmag is to be included in the new plant management. The Motor Vehicle Repair Shop will undertake the obligation of not prejudicing the old Elmag interests and of continuing the former program, with the qualification "as far as official regulations do not prevent it.

All the details regarding the carrying-out of these agreements should be fixed by contract in Strasbourg.
Thereupon we returned to Mulhouse after reporting to the Chief of the Civil Administration in Strasbourg. A few days later we met the Krupp representatives in Strasbourg at the office of the Chief of the Civil Administration in order to discuss the details of the taking-over of the Elmag.

During the last days of the month of March we then discussed at Strasbourg in the premises of the Chief of the Civil Administration—Finance and Economic Department—the details of the future Elmag Organization with the representatives of Krupp. The Krupp gentlemen present included: Herr EBERHARDT, acting as chairman, also Herr ROTH and Herr HABERMELAS. Professor FURER of the Finance and Economic Department of the Civil Administration was spokesman for Elmag; besides, Herr DÄLMER and myself were present. None of our French collaborators was present during the negotiations. So considered it better that we should represent the interests of the Elmag without having the French gentlemen appear personally. It would have been impossible for us to give the Krupp representatives any reason to the presence of these French gentlemen.

Contrary to the agreements made in Berlin according to which the provisional managers of the Elmag were to be taken over into the new organization, the Krupp gentlemen declared that they did not wish to take over Herr Dälmér, giving as a reason that more than one commercial expert was unnecessary, and this commercial expert was to be Krupp's Herr Habermelas.

In future the Motor Vehicle Repair Shop would anyway carry the greatest weight in the new Mulhouse organization, the Krupp gentlemen and Herr Eberhardt declared, as, once the Shop was in operation, its turnover would be about three times as great as the present one of the Elmag.

Herr Dälmér did not in any way agree to his threatened elimination. He tried to secure his employment with the new company by referring to the Berlin agreement. The Krupp representatives insisted on Dälmér's leaving for more or less convincing reasons. Finally Dälmér negotiated personally with the Krupp representatives. Herr HABERMELAS was especially active. A number of propositions were submitted to Herr Dälmér, in order to induce him to accept the Krupp viewpoint and give in.

The Chief of the Civil Administration likewise took part in these negotiations and let it be known that he would attach
importance to Herr Delmar's acting as sole provisional manager of the rump organization of the Elnag A.G. This finally induced Herr Delmar to agree to this proposal under protest, and to permit himself to be excluded from the new Elnag management.

At the same time the leaving of Herr Delmar constituted a threat to all others of the former provisional Elnag management. One could distinctly sense the tendency that Krupp wished to have the plant at their disposal.

unhampered as far as possible by any other influences. That, too, was the deeper meaning of Krupp's fight against Delmar, namely, that they wished to be the masters in the "Elnag House." I recognized this at once, too, and took my precautionary measures. Of course, I had a contract, with Elnag which was automatically taken over according to the plant transfer agreement. However, I did not intend to let that suffice. I personally submitted my written notice of resignation to Herr Eberhardt on 10 June 1943 and suggested that after my resignation he should offer me a new contract in accordance with the new circumstances. I also looked around elsewhere for another position, which was known to Herr Eberhardt.

The Chief of the Civil Administration gave me to understand through Professor Purlot that he would like to see me remain in Mulhouse, and I personally strongly felt my obligation towards the staff. The Chief of the Civil Administration knew very well, too, what Krupp's game was, namely, to use the plant fully for their own purposes, and in my remaining there he saw a safeguarding of the Elnag tradition.

The Elnag tradition, as mentioned before, was based especially on the construction of textile machines. Herr Ochel, Herr Delmar, and I, in agreement with the Civil Administration, always tried to maintain machines and specialists and all other prerequisites for the immediate resumption of an intensive peace-time production.

When Krupp took over the Elnag enterprise, they naturally had to take over several production branches which were working at a loss. To maintain these branches inspite of their deficit was undoubtedly in the interest of the later resumption at the traditional Elnag Production of textile machines.
It was to be feared on the part of Krupp that this deficit production would be abandoned, but this would also at the same time have harmed the whole character of Elmag as one of the largest European textile machinery factories.

It is in this light that the fact of Deilmers leaving and myself remaining in the Krupp works must be judged.

Thus a new service contract was concluded between me and Herr Eberhardt of Krupp as the trustee of that firm, which ran for 3 years, namely from 1 May 1943 to 30 June 1946.

After the skeleton agreement had been concluded between the Krupp firm, the German civil administration and the Elmag on the subject of the lease-transfer to a new Krupp company, the Elmag-Werke Alsace GmbH., the works were inspected. Herr Roth, Herr Rabenmues, Herr Delmar, myself and other colleagues were present on this occasion.

In prolonged discussions with the help of works plans and after discussion, particularly with Herr Pordrisot, I stated that, for the sphere of production of the old Elmag, could be cleared, what could be made available and in what sequence. It was our aim on both sides to organize the production of Krewa and Elmag as far as possible in the same building and keep them separate.

At the end of 1943, both departments more or less started to function regularly and the first Krupp tractors could be delivered.

In the way that material and orders were assigned at that time it happened that gradually the Krupp production in the Elmag far surpassed the textile machinery production and the remainder of the Elmag production. I was continually fighting with the Krupp men, almost without exception in order to save anything which still could be saved for the old Elmag. Thereby I was confronted with obstinate opposition and very often with facts accomplished. The Krupp people felt themselves to be masters in the house. In many cases, without asking me, they took it upon themselves to expand the Krewa in the Elmag-plants. I honestly tried to be fair to both sides, trying to yield when I saw no other way but to yield and, in cooperation with the Frenchmen, Herr Pordrisot, tried to achieve for the Elmag at least, from this enforced reorganization, improvements in the setting up of machinery, in the designing department and the technical administration.
All that did not help me much; although on the basis of my agreement with Krupp I should have had a co-deciding position as a business manager with equal rights in measures taken by Krefe, Kuchhauzen, in many cases I was simply passed over in the matter of the incorporation of the new Krupp works in the Elmag.

When the Elmag G.m.b.H. was set up the managers were the two former managers of the Krawe in Bassen, Herr Roth (technical management) and Herr Habermas (commercial management). As described above I was included on the business management of the Elmag G.m.b.H. as the third man. The spheres of work in the technical field were distributed in such a manner that I was given the task of managing the old Elmag manufacturing plants and the auxiliary plants. Herr Roth left at the end of 1943. No substitute was appointed for him at first. At the beginning of 1944 Herr Habermas suddenly died as a result of a heart-attack. During the following weeks the management was in the hands of Herr Blizi and myself, whereby for purely objective reasons and a scanty knowledge of the special requirements of Krawe, I gave Herr Blizi of Krupp Bassen a free hand.

To a great extent. At this time, as formerly, I always pressed to be informed about everything, in order to preserve organic coherence.

Herr Roth who made remarks thoughtlessly which exposed him to the accusation of being a defeatist, got himself into trouble with the Security Service in Kuchhauzen. After I had first been informed by the Security Service about the demarcation made against him by the Security Service in Alsace, I tried to nullify the charges made against him as being impossible. I did this in order to retrieve Herr Roth from the clutches of the Security Service, although I knew that the charges might be true. But when fresh reports kept coming in against Roth there was nothing left for me as counter-intelligence agent of the Elmag G.m.b.H. but to pass the matter on without my own inquiring statement. I took the matter to Major Harrow, whom I knew to be a sensible official (in civilian life he is an attorney-at-law) and who, in matters of counter-intelligence, was my competent superior in Strasbourg. At first I approached him privately in order to discuss with him the best ways and means of averting the matter. I was not disappointed in Major Harrow either. Of course he had to insist that the matter be passed on formally but had so much success with the Security Service that Strasbourg urged the Krupp firm to recall Roth and the SD sent the files to Bassen. This solution could only be
termed a favorable one in view of the circumstances of that time as thereby the matter was taken out of the hands of the Security Service in Strassburg and the case, as far as Strassburg was concerned, finished with.

Thereupon Roth tried to bring about his rehabilitation in which he was helped by Krupp. In the course of this procedure Herr Roth also made accusations against me that I would sabotage armament since I had removed such a good man as Roth from the firm. Later in Essen I was reassured.

From authoritative people, Herr Houssenmont or Herr Mueller, I cannot remember exactly now, that in the affair of Roth I had not acted from any personal and base motives.

Roth or the firm of Krupp now brought in the two accountants Torbeyen from Essen and Hurr, a schoolfriend of Roth from Wtthb, in order to enforce Roth's return to Alsace with the result that the authoritative offices in Strassburg issued an order prohibiting Herr Roth from taking up residence in Alsace, but once again without taking any further steps.

This affair dragged on for several months. In the meantime Herr Hanbermaas died so that a final ruling for the business management in Buchhause was necessary as Herr Biogi and I could only be business managers temporarily and solely as deputies.

In April or May Essen sent Herr Hupo (technical manager and plant leader) and Herr Collignon (commercial manager) for Herr Hanbermaas.

In the first days they were there, if I remember correctly, we had an airraid when they were making their first tour of the works. About 12 bombs fell onto the works premises and with one exception only Krwa workshops were hit. During the next months work went on in the same way, as it had been divided before. The damage was partly removed by transferring the machinery. One building was repaired. In the next few months no basic alterations were made. Krwa was always wanting to increase its program and for this purpose had people assigned to it (Eastern workers, particularly people from the textile industry of Buchhause).

Then in the next few months began the preparations and discussions on the re-location, which was possible or to be expected, of various manufactures. As far as I remember, then occurred the first decision for a supplementary order.
of the High Command of the Navy, following upon the manufacture of anti-aircraft guns for the order dating from 1941 and now expiring, to be placed with the Mitteldeutschen Stahlwerken in Groeditz.

Later, it must have been the end of October, the expiring (hand-written) contract was also to be placed there. I opposed this and obtained permission for us to complete in Muchhausen the apparatus in the process of being assembled.

Those re-locations described above concerned the old Elmag program, not Krawa. Parallel with this removal came also the removal of Krawa in which I did not always participate so that I was not always exactly informed of the chronological order and the individual stages of the development.

Collignon was the business manager responsible for the carrying out of the administrative side of the removal and Kupfer for the technical side. Upon instruction from the supervisory office in Berlin the removal of Krawa was ordered. Here the objections made from Strassburg offices played in my opinion, a part. Those opposed, in addition, any spoliation of Alsenco. As far as I remember, orders were given for half to be evacuated, then the whole, and the final result was that the main part of Krawa was removed from the very dangerous South-East corner, while on the other hand, in order that the firm be kept busy, manufacture of single parts for the Krawa was to remain in Muchhausen namely to a very considerable extent, to my knowledge 100 sets (Satz) per month.

(page 17 of original)

In the course of the re-location there were, to my knowledge, approximately 700 waggons of machinery and works equipment, semifinished and finished parts shipped by the Krawa. The goods despatched were either machinery the Krawa brought with it from Essen or machinery used by it in Muchhausen the raw materials, deliveries, etc.

In principle machinery which was the property of the Elmag, according to my ideas and the ideas of the Chief of the Civil Administration was not to be evacuated. If this should be necessary, however, in exceptional cases, it was only to happen with the consent of the Elmag A.G. on a basis of private economy (rent, leasing etc). If machinery of the Elmag was sent away, that happened without my knowledge and without the knowledge of the Elmag management, unless there had been negotiations to this effect with the Elmag A.G.
I also informed Herr Pedrizet, who came to me worried in this connection, of my opinion which was shared by the Strassburg offices too.

Herr Delnor, who was still the provisional manager of the Elmag A.G. had to be informed about such machinery because it was his responsibility to prove the whereabouts of the machinery.

It was the aim of the authoritative Krupp plant leaders in Muchlhausen, particularly Herr Hupé and Herr Balz, whereby the letter was the better informed, to take away to Germany all the machinery from Muchlhausen working for the Krupp program which of course was to be continued in Germany. The thought which dominated them was how they could most speedily get the Krupp program working again, rather than to whom the machinery legally belonged, the Elmag A.G. or the Elmag G.m.b.H.

I still clearly remember that in connection with these machinery removals Minister President Kochler was approached for a decision by no and Herr Delnor as the driving force in this clarification, in order to establish which machinery might be moved to Germany, and which not. There must be a letter from him dated 31 October 1944. I noted down the date in my notes which I still have. In this letter Minister President Kochler announced his decision in conformity with the transfer agreement that only such machinery might be removed to Germany, which belonged to the Elmag G.m.b.H. and that the property of the Elmag A.G. had to remain where it was unless, in exceptional cases, the Elmag A.G. gave its consent.

Thus if property of the Elmag A.G. was taken away without its knowledge or consent and without being furnished with a complete list, this occurred without my knowledge and contrary to the orders of the business management. Therefore it must have been done arbitrarily by the two persons commissioned with the removal, Herr Balz and Herr Hupé and the Krupp men employed by them to carry this out.

It was necessary to compile lists because the Elmag A.G. as owner had a claim to rent for the transfer of the machinery.

Herr Eberhardt and Herr Houdremont came relatively seldom and at very irregular intervals to Muchlhausen. I remember definitely that Herr Houdremont was only there once, whereas Herr Eberhardt was there quite often. In the conversations I had with these two I always met with good understanding for the interests of the Elmag A.G. and for the observation of obligations undertaken in the agreement transferring the business.
It is true matters took on quite a different aspect in practice. I assume, that this is to be attributed to the fact that the production program compelled a completely different state of affairs to the plans drafted in conversation.

I was the last one to travel with Herr Biagi in the night of 20/21 November 1944 with Elmag GmbH vehicles and with a sprinkling of the remaining Reich German personnel and their dependents from Buchhausen via Colmar to Strasbourg, contrary to the express orders of the Kreis management, that no one, not even women and children, might leave Buchhausen. I gave the staff directions as to what road to take to get to Barberg. I myself remained in Strasbourg. To return, as intended, to Buchhausen was impossible as, in the meantime, Buchhausen was completely closed in. Before departing no attempt was made to paralyse or destroy anything in the works.

I have carefully read through each of the 19 pages of this declaration under oath and have made the necessary corrections in my own handwriting and counter-signed them with my own initials and herewith declare under oath that I have spoken the full truth in this statement to the best of my knowledge and belief.

(Signature): Dr. Walter Schulnachor
(Signature of deponent)

Sworn to and signed before me this 12th day of June 1947 at Barberg by Dr. Walter Schulnachor
(none and address of deponent)

(handwritten): Stuttgart, Obertürmchen, illegible

known to me to be the person making the above affidavit.

(Signature): Dr. Max Handollaub
U.S. Civilian D - 432 622
(AGO number)
Office of Chief of Counsel for War Crimes
War Department.
CERTIFICATE OF TRANSLATION
OF DOCUMENT No. NIK-7481

11 August 1947

We, the undersigned, certify that the translation of Document No. NIK-7481, is an English rendering of the German original made to the best of our ability.

Anna SCHLENKER,
No. D 231 651

Kathleen BRAMLEY,
No. 20096

- 15 -
(END)
Minutes recorded by

Eberhardt

on the Discussion in the Munitions Ministry, Berlin,

on 27 March 1943

(Rubber Stamp)

The following officials were present:

Professor Dr. ERNST-EDMUND (Munitions Ministry)

Ministerialrat SAURER: — Chief of Civil Administration for Alsace

Director COHEN: — Beirat (Advisory Council) of Elmag

Director DAIMER: — Elmag

" Dr. SCHMIDT"

Dr. JANSSEN

Dr. JOLDEN

ROTH

RAEBIELAS

EBERHARDT

E. (Friedrich)

Subject: Relocation of Krupp to Elmag

Professor HETTIE explained that as a result of the air raids on Guss- steel-Werke (Coat Steel Factory) Nuremberg, the relocation of Krupp had become necessary. He said the production of tractors belongs to the most urgent part of the program. The relocation to Elmag had been decided; nothing could alter that. The relocation to Elmag and the start of operations there should be carried through with the utmost speed. The setting up of a manufacturing workshop for tractors in Mulhouse under the direction of KRUFF could be carried through in three ways:

---
1. The Elmag installations to be made available for this purpose might be regulated. Elmag would lease those portions of their works to KRUPP.

2. KRUPP might become trustee for the works installations in Muelhausen. Somebody would be appointed a General Trustee, or Chief Trustee, who at the same time would be an official acting in a confidential capacity for the Chief of the Civil Administration.

3. Manufacturing might be handled by Elmag. KRUPP would then delegate an official to the Vorstand as its chairman.

He personally rejects a solution according to 1.) and proposes a solution according to 2.). The best thing would be for KRUPP to conclude a brief agreement with Elmag with clearly defined termination provisions, for the transfer of the works.

In behalf of the Chief of the Civil Administration, Ministerialrat SAUER raised several objections against KRUPP's taking the plants over. Elmag officials also expressed doubts. Professor ENTZELGE, however, declared that the relocation of Elmag to Elmag was an inexcusable matter which had already been decided. Arguments on that score were no longer in place.

All parties agreed in the opinion that it would have to be made perfectly clear who will be responsible to whom, and how the individual members of the Vorstand would divide among themselves the entire field of activity so as to avoid friction from the outset. Professor ENTZELGE stressed repeatedly that the leadership must be with Elmag. At the end Professor ENTZELGE stressed the following as the result of the discussions:

The relocation of the tractor manufacturing from KRUPP to Elmag is possible from the point of view of space and from a technical aspect. KRUPP and Elmag are immediately establishing that in all particulars. As regards additional firms (textile factories which perhaps must also be called upon to accommodate Elmag (storage space) there is - if necessary - the Munitions Ministry at hand to be called upon with its powers of attorney. The construction of signs and of machine tools will be abandoned by Elmag; the construction of textile machinery is to continue for the time being. (On the question of defining such exports as are of strategic importance and those which are not, special regulations will come out shortly, to cover the field in general. The Elmag officials had pointed to the fact that even at this time the construction of textile machinery should not be entirely closed down so as to save from don this important branch of production of Elmag; the Elmag enjoys a worldwide reputation in the field of textile machinery construction.)
It is impractical to carve out (Herausschneider) sheds to satisfy KRUPP's need for space; a uniform and reasonable leadership is required. KRUPP is to be entrusted with it. The Chief of the Civil Administration, will appoint the associate-trustee who at the same time will become a member of the Vorstand. When the need arises for a chairman this will have to be the KRUPP official. For the construction of vehicles the KRUPP official will be the sole representative.

The course of operation is to follow a uniform pattern. Separate accounting is impractical. The entire plant at Muclhouse, Massenrode, and Jungrode will be for the credit and debit of KRUPP. KRUPP guarantees profits for Elmag. Ministerial Rat SAUER will report to the Chief of Civil Administration. As regards Ministerial Rat SAUER's suggestion for KRUPP's purchasing Elmag, this can be handled in negotiations; this must not, however, hold up the relocation.

It was finally agreed that KRUPP should approach the Chief of Civil Administration at once so as to conclude with him an agreement relative to the transfer of the plants.

When questioned Professor MEITL explained in the course of discussions that the entire expense incurred in relocation will be covered by the Reich, that to the termination of the agreement (Anteilsbilschaftung), the war risk clause and the balance compensation may also be granted to KRUPP. The O.K.H. (High Command of the Army) will be informed by the Munitions Ministry so that relocation instructions may be issued.

In the afternoon two additional discussions took place, first one with Herr GOBEL, Herr DAIMLER and Dr. SCHMIDT - subsequently one without Herr GOBEL - during which the question of the composition of the Vorstand and the rights of the members of the Vorstand were discussed, without arriving at a conclusion.

At the end of the last mentioned discussion Herr DAIMLER dictated the attached memorandum relative to Elmag.

1 enclosure. (in handwriting) to be distributed.

(Initial) MEBRESKET.
ETHAG, Magdeburger Maschinenbau A.G., located at Mulhouse, was founded 137 years ago and comprises the following works:

in Alsace: 1. Main Works at Mulhouse
2. Foundry at Haguenau
3. Works at Jungbuls
4. Foundry at Hachweiler

in France: 5. Cable Works at Clichy, near Paris
6. Pistol Factory Cholet, near Nantes
7. Shell Factory at Issoudun, south of Bourges
8. Alstom Plant at Alfort

At the outbreak of the war 2/3 of the program of the main factory at Mulhouse comprised the construction of textile machinery, and 1/3 the construction of large machines which has now been converted to manufacturing for the Reichsarmee, the remainder for large machine construction (compressors for hydrogenation, large gas machines, turbines for power plant Kehl and Recknersp, machine tools, signal construction, winches, ore-loading wagons, large scales), and textile machines for export. Their personnel comprises at the present time a total of 4,500 persons, including 150 Dellen prisoners of war. Other foreign labor is not employed.

The foundry at HASSELSTEBER, capacity 300 tons per month, is presently working predominantly for the Reichsarmee.

The works at JUNGTEILZ - actually a spindle factory; personnel 185 men; has been converted in the course of last year to the manufacture of switch levers for the Reichsarmee. When the construction of signals has been given up the Mulhouse which construction department should be transferred to this plant.

The BESCH-WALD founding has been leased to the Maschinenfabrik ESSELBACH, the right of pre-emption having been reserved.

The Cable Works CLEZY, as one of the largest French cable factories, is exclusively operating for Wohmacht orders.

The Pistol Factory G-CHET is likewise working for the German Wohmacht.

The Bronza Factory in Issoudun is practically shut down.

The factory at Belfort has been leased for 34 years - until 1983 - to Alstom in which ETHAG has about 35% shares.

ETHAG's stock amounts to 114,750,000 French francs, divided into shares of 1,000 francs each. There is no principal shareholder but a great number of small shareholders who have owned the shares for several generations. Investigations as far made have revealed that at least three quarters of the stock are probably in French hands. Approximately 60% of the stock issued
constitute registered stock; the balance, stock certificates to bearers. So far it was not possible to convert the stock. The entire assets are estimated to be worth more than 60 million Reichsmarks; the Allied plants amount half of it.

CERTIFICATE OF TRANSLATION

26 September 1947.

I, Hertha KNUTH, Civ.No. 046 355, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. MII-6266.

Hertha KNUTH
Civ.No.046 355.
31 March 1943.

Secret!

Artillery Design Files

Dealt with by taking due notice
6 April 1943 58877 g

Contract for the Compression of a Plant
between the
Chief of the Civil Administration in Alsace
hereinafter referred to as CdZ

and the

Firm Fried. Krupp Aktiengesellschaft, Essen,
hereinafter referred to as Krupp.

§ 1

As an Alsatian enterprise with predominant participation by enemy interests the Elmag (El-
saessische Maschinenbau A.G.) is subject to the regulations concerning enemy property, in parti-
cular the ordinance of 16 December 1941 (page 20
of the Ordinance Gazette of 1942). It has been
placed under provisional management (kommisarische
Verwaltung). The plants in Muelhausen, Hasmonster
and Jungholz, specifically belong to its Alsace
property.

§ 2

The CdZ will hand over the management of the 3
plants of the Elmag mentioned in § 1 to Krupp,
with the provision that these are to be administered
and operated by Krupp with the care used normally
by a merchant dealing on his own account.

§ 3

The determination of suitable compensation for the transfer of the plant will remain subject to more detailed agreements.
§ 4
The contract is to run for the duration of the war and for suitable terminating period thereafter. It becomes effective on 15 April 1943.

§ 5
On that date an inventory will be taken of the fixed assets and industrial material of the Elmag. It is planned to permit Krupp to buy the raw auxiliary and industrial materials, the finished and semi-finished products, etc., to the extent needed for current production. A special provision will regulate the treatment of stock not needed for current production, such as spare parts, semi-finished products, and the like. The machines and installations will remain the property of the Elmag. The Krupp Firm will bring to the Alsace plant as much of its operating equipment (machines, installations, tools, etc.) as it considers necessary. These will be inventoried regularly and will remain the property of Krupp.

Upon termination of the contract the Elmag will take possession, against reasonable compensation, of the machines and installations which have been newly procured or replaced by Krupp for current production of the Elmag. Krupp will have the right to take back the industrial materials that remain in its possession after the termination of the contract.

§ 6
Krupp will have the right to make any building alterations that may be necessary. Before the work is performed the documents and plans pertaining
thereto will be submitted to the Elmag. Compensation for building alterations or expansion will be rendered upon termination of the contract insofar as building alterations were made which resulted in an increase of values for the Elmag.

§ 7

Beginning with the effective date of the contract Krupp will participate in all contracts affecting current production and the settling of delivery agreements, and will also take over on that date the entire personnel and material costs of the three plants named in § 1. Special arrangements will be agreed on later concerning the problems in connection with the pension obligations of the Elmag.

§ 8

Krupp will assume the financial obligations of the employment contracts entered into by the Elmag with the provisional administrators. (kommissarischen Verwaltorn).

§ 9

Krupp will continue the current production of the Elmag in so far as its discontinuation in the future has not already been decided on, and will not neglect it in favor of production to be newly undertaken for Krupp, provided that there are no governmental regulations to the contrary.

§ 10

It is planned to have the three plants to be managed by Krupp designated in the following manner:

Elmag, Werke Elsass, Muelhausen.
The above agreements constitute a skeleton contract which is subject to amplification, establishment of more detailed provisions and final terms, by the contracting parties.

Strasbourg, 31 March 1943.

On behalf of: Chief of the Civil Administration in Alsace, Department of Finance and Economy

(signed): Katzenmeier

Fried. Krupp A.G.
Essen:

signed: Habermaas
signed: Eberhardt
signed: Roth

CERTIFICATE OF TRANSLATION OF DOCUMENT No. NIK-6254

24 September 1947

I, John FOSBERRY, No. 20 179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NIK-6254.

John FOSBERRY,
No. 20 179.
5 April 1943.

Secret

Read by Herr Rudolph

of the conference of 5 April 1943 concerning the Elmag.

Present were: Alfried von Bohlen
Dr. Janssen
Eberhardt
Schroeder
Rudolf

(Stamp)

Received: Artillery Design Files No.
April 19 Files No.
dealt with by 588780 &
Artillery Design 6 April 1943
sign Dept.
No. 60907

1.) Form of Company:

Of the three possibilities:

a) department of firm
b) branch
c) independent company

the first is eliminated without any further consideration. For various reasons an independent company is to be preferred, and the form of a G.m.b.H. is the one chosen. If necessary it can always be converted later into a A.G.

Capital:

2.) The original capital must not be too small, in order to impress the public with the serious nature of the foundation of the enterprise. On Herr Schroeder's suggestion the original capital is being set at RM 10 million, with an agio of 50% to be paid in.

3.) Name:

In order to let the name indicate both the former and the new type of production the following name for the new company is to be proposed to the Chief of Civil Administration:

- 1 -
Krama Kraftwagen- und Maschinenbau G.m.b.H.

If the above official authority so desires, the word "Elesass" can be added to the name of the firm.

4.) **Participants in the company:**

will be Krupp and Afes.

5.) **Process of taking over**

The old Elmag will itself settle those of its business affairs in which it was engaged up to and including the 14th of April. Beginning on the 15th of April it will lease the plants to the new G.m.b.H., which from that time on will handle all further business affairs. The old Elmag will sell the semi-finished products to the new company, with

---

**Over**

the target day set for the 15th of April and the provision that material which is difficult to sell will be placed on consignment. Because of the different accounting systems of the two firms it will be necessary for a while -- about six months -- to use the Elmag's accounting system for the previous production and concurrently use the Krupp accounting system for the new production, and to reorganize the procedure only in the course of time.

---

**Certificate of Translation**

I, John FOSBERRY, No. 20 179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NIK-6252.

John FOSBERRY,

No. 20 179.

24 September 1947
Further to our conversation of yesterday, I told F. that we intended to establish a company according to German law, and that, for reasons of simplicity and expediency, we intended to do that here registering it as resident in Essen. In our opinion it should be a matter of indifference to the Chief of the Civil Administration whether the company would be resident in Essen or in Muehlhausen as the company would operate the enterprise in Alsace.

F. replied that for some time now German law was valid in Alsace too. Therefore there were no objections to establishing and incorporating the company in Alsace. I again pointed out to him that we wanted to work fast and set up the company as simply and quickly as possible.

I confirmed to F. that we would make a concern agreement with the company. He replied that he would not as yet tell what consequences this would have in connection with taxation, and especially would he have to think this over as far as the tax on trade (Gewerbesteuer) was concerned.

Then I asked F. whether the Chief of the Civil Administration laid any weight upon the firm's retaining the name Elmag. He couldn't give a definite answer, but he thought that the use of the name Elmag for the new company would be somewhat inconvenient since that was the name of the already existing society. I told him then that we would suggest to call the firm the "Kraner Kraftwagen- und Maschinenbau GmbH." (Motor Vehicle and Machine Construction Co.) and to designate in the agreement
that the purpose of the enterprise was "the production and sale of motor vehicles, textile machinery, and other products of general machine construction, the acquisition and construction, lease and operation of installations for the above-mentioned purpose, etc." I replied in the affirmative to the question whether the new company would come forward as a buyer if the works to be taken over and now in operation, would be sold.

F. wants to re-consider the question, and will call me again tomorrow.

(Signature): Friedhordt.

CERTIFICATE OF TRANSLATION

16 September 1947

I, Richard ANSCHULTZ, No. D 145 333, hereby certify that I am a duly appointed translator for the English and German languages, and that the above is a true and correct translation of Document No. MK-3000.

Richard ANSCHULTZ,
No. D 145 333

- 2 -
(END)
The Reich Minister

for

Armanent and Munition

Berliner Platz 6

Telephone:

(stamp):

Secret

Artillery Design Dept.

21 April 1943 No. 56919 &

Answered: 20 April 1943.

To the

Verstand of the Fried, Krupp AG

Attention of Herr Alfred von Bohlen

E s s o n

Initiale: ...v.B.

Handwritten: 

H. Eberhardt z.g.r.

Subject: Use of the Alsace machine factory for

motor vehicle construction of the Firm Fried.

Krupp AG.

In the conference between the representatives

of the Krupp Firm and the Elmag at the Reich

Ministry for Armanent and Munition, on the 27

March a basic agreement was reached according to

which a representative of the Krupp Firm -- Director

Roth was named, as being the principal technical

member of the Verstand for motor vehicle con-

struction -- should be in the Verstand of the Elmag;

the remaining measures necessary for carrying

cut the orderly transfer are to be arranged by the

Krupp Firm and the Elmag on the basis of friendly

agreement.

It is now stated that a contract has in fact

been executed by the two firms, in the form of an

agreement to manage the plant; but that two repre-

sentatives of the Krupp Firm, one of them a commer-

cial member of the Verstand are to be in the Verstand of

the Elmag. At the same time Director Delner, who

hitherto has been the commercial representative

on the Verstand of the Elmag, was informed that his

services would no longer be required.
In the conference at the Reich Ministry for Armament and Munition the discussions were based on the understanding that nothing would be undertaken that was contrary to the interests of the principal officials of the Elmg unless those declared themselves agreeable thereto. Since I do not think that Director Dalner's leaving the Verstand of the Elmg has anything to do with the needs of the ordered plant transfer by Krupp, I propose that the matter be again discussed with the Verstand of the Elmg, but above all with Director Dalner. Only if the entire Verstand of the Elmg, particularly Director Dalner, approves such a measure, can I agree the entry of another representative of the Krupp firm for taking over the commercial management of the Elmg. Otherwise I request that you desist from the projected action.

Please send a copy of the agreement reached with the Elmg. Furthermore, I request that in making the transfer of operations no departure be made from the basic policies laid down in the conference at the Reich Ministry for Armament and Munition on the 27 March unless the Chief of the Civil Administration expressly consents to action that goes beyond these policies after he has heard the principal officials of the Elmg.

I have sent a copy of this letter to the Chief of Civil Administration, attention of Minister President Kreblix.

Heil Hitler!

In deputy:

(signature) Hettlage
(Professor Dr. Hettlage)

(handwritten):

Note: Artillery Design files. (A.K.S.)

Letter answered with
AKS No. 58919 g of 20 April 1943.
I, John Fosberry, No. 20 179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NIK-6253.

John Fosberry,  
No. 20 179.
Ordinance and Shipping Dept. (A.S)
Department: Guns ships - 58913g.

To the
Reich Minister for Armanent and Munitions,
Attention of Professor Dr. HETTLAGE

Berlin M. &
Professor Platz 3.

Re: Transfer of the Friedrich KRUPP A.-G. motor-works to Elsaessische Maschinonbau AG. (DINAG)

File: Your letter of 16 April 1943 - Signed: WR/Schl. AK 58919

Pursuant to our conference with the Reich Minister for Armanent and Munitions on 27 March negotiations took place at the office of the Chief of the Civil Administration Elsaass on 30 and 31 March, in which the Vorstand of DINAG, Elsaessische Maschinonbau A.-G., Director DIETZ and Director Dr. SCHUHACH participated. The negotiations resulted in a contract to cede the plant, copy of which is enclosed and according to which Krupp takes over management of the plants belonging the DINAG in Mulhouse, Masnonster and Jungholz. The management of the three plants by KRUPP, or by a company to be founded was regarded as the most suitable form of organization for carrying out the necessary armanent program as soon as possible.

Meanwhile it has been furthermore agreed between the Chief of the Civil Administration (OMZ) and our firm, that KRUPP shall found a special company, which shall appear in place of DINAG in the contract taking over the plant. At the special request of the Chief of the Civil Administration "DINAG" is to appear in the trade-name of the new company. Its signature will be: DINAG, Verks Elsaass, Maschinonbau-wsellschaft m.b.H. The working capital will amount to 10 million Reichsmarks. Besides subscribing the business shares, the partners will pay in an additional 5 million Reichsmarks, which are to be transferred to the reserve funds of the company. The management of the company will consist of the following gentlemen:

-1-
Director ROTH

Director "HAGEMAAR"

Director Dr. SCHUMACHER

Friedrich Krupp A.-G.

Hitherto with E.M.A.G. Elsassische Maschinenbau A.-G.,

but who is resigning from

his position in this firm and

as Acting Manager (Kommisar).

For the present Director DAMER will remain as Vorstand and Acting

Manager of the E.M.A.G. Elsassische Maschinenbau A.-G. Mulhouse,

which aside from the Alsation plants, owns a number of other plants

located in France. As regards the agreement concerning his

personally we take the liberty of referring to Par. 8 of the

enclosed copy of the contract.

It becomes evident during the Strasbourg negotiations that it is

necessary to make a clear-cut organization of the personnel in

the management of the new company in order to obtain the best

possible cooperation. Because of the important obligations to

be undertaken by us, we could not possibly forego appointing one of

the commercial members of our firm to the management of the new

company. It so happened that we were unable to offer a satisfactory

position in the new company to Director DAMER. He himself considered

the work left to him in the E.M.A.G. Elsassische Maschinenbau

A.-G. as Vorstand and Kommisar as insufficient in the long run.

Therefore, in the interest of Herr DAMER we have made the above-

mentioned agreement with the Chief of the Civil Administration.

Herr DAMER has expressly agreed to this.

He won whatsoever from our firm will be added to the Vorstand

of the "old" company, the E.M.A.G. Elsassische Maschinenbau A.-G.

Because of the arrangement finally made this proved to be

unnecessary and inexpedient.

Therefore, the measures for carrying out the transfer of the plant

were taken with the full agreement of the Chief of the Civil

Administration and after hearing the opinions of the executives

of E.M.A.G. Elsassische Maschinenbau A.-G. In the meantime Herr

DAMER was in Essen on 13 April for a discussion of his personal

matters with Herr Alfred von Bohlen. Herr DAMER again declared

himself in agreement with the Strasbourg arrangement. We have

forwarded a copy of this letter to the Chief of the Civil

Administration for Alsace, attention of Minister-president Dr.

Kocher, in Strasbourg.

Heil Hitler
Copy to
the Chief of the Civil Administration
in Alsace, attention of Minister-president
Dr. KÖHLER

Strasbourg/Alsace
Général-Platz 4

for information

CERTIFICATE OF TRANSLATION 25 July 1947

I, J. E. ROBINSON, X-046 350, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. HI-2006.

J. E. ROBINSON
X-046 350.
To the

Vorstand of Friedrich Krupp A.G.
Essen.


I am sending you herewith a copy of my today's letter to the Chief of the Civil Administration in Alsace concerning the matter mentioned above. I request that you, too, use your influence to bring about a friendly collaboration with Elmag.

The assignment of the firm Friedrich Krupp A.G. to the Elmag plants is merely a consequence of the war, which will be taken into consideration in looking out for Elmag's interests.

Heil Hitler!

signed: Professor Dr. Reppelage.

Copies to: AKS (Ordnance & ShippingDept.)

Enclosure: distribution
Charlottenburg, 4 May 1943
Vorlängerete Jobenstrasse
Building 6 a

To the
Chief of the Civil Administration in Alsace
Attention of Ministerpräsident KOHLER

Strasbourg
Flammekplatz 4

Re: D.I.A. — Friedrich Krupp A.G. — Management contract —

In reply to your letter H 6454 RV — dated 28 of last month I am pleased to inform you that my letter of 16 April concerning the matter mentioned above, was occasioned by information received from Director Dahm, member of the Vorstand of D.Mag. Director Dahm informed us that he was not in agreement with the arrangement made concerning himself in Far. 8, 2 of the plant management contract and that D.Mag. for which he is speaking as its acting administrator, considers itself raped by the form of the Plant management contract, chosen by the Krupp A.G.. A similar report has been sent to you by Director Dahm on 3 April. In its whole tendency, this contract is not in keeping with the standards agreed upon at the conference with the Reich Minister for Armament and Munitions for the cooperation between D.Mag. and Krupp.

From here it is impossible for me to judge in detail whether the provisions of the contract making over the plant are too exacting for the D.Mag. management or not. On the whole, the contract seems to me a guarantee for a uniform management of the enterprise and its best utilization for armament. I would be very grateful to the Chief of the Civil Administration, however, if he would use his influence to have a satisfactory arrangement made as regards Director D.Mag. personally, which would meet with Director Dahm's approval, too.

Heil Hitler!

—signed: Professor Dr. HUTHAGE

- 2 -
CERTIFICATE OF TRANSLATION

24 July 1947

I, J.I. ROBINSON, X 046 350, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. MI-2884.

J.I. ROBINSON
X 046 350.
Zasen, 8 May 1943

Minutes of Herr Eberhardt of the Meeting at the Reich Minister for Armament and Munition, Berlin, 2 May 1943.

Present were:

Dr. Schenckmann - Reich Ministry for Armament and Munition

Dr. Schroeder - F.K. (Fried, Krupp)

Eberhardt.

Refund of transfer costs.

We referred to the statement of Prof. Hottlage made in the course of the conference of 27 March 1943 according to which the Reich would have all costs involved in the transfer of the Krawa (Motor Vehicle Construction) to the Ehnag in as much as they have not already been taken over in accordance with the War Damages Ordinance. Included were those costs which would arise during the final transfer.

We told Dr. Schenckmann that this question of the refund of costs was of special importance for us, because it was not only a matter of transferring the Krawa to the Ehnag but also one of transferring other plants elsewhere. In our opinion the following may be necessary:

Transfer due to enemy action,
Preventive transfers, either by orders or our own initiative.

Costs of transfers we understand to include the costs of the transfer itself starting with the dismantling of machinery until their readiness to start production again, the costs involved in starting production at the new location, increased costs of production at the new location as compared with the old, for instance, higher pay for the workers, re-imbursement for double budget expenditures, lodging and board, etc., and finally costs and demands at the conclusion of the
transfer, such as costs involved in re-transferring to the old place, reconstruction of shops and equipment as they were originally, satisfying of claims of third parties, etc.

Dr. Scheuermann confirmed in principle the readiness to take over these costs. To every case an order must be issued by the competent Wehrmacht section, in the case of the Supreme Command of the Army, by the Armaments Chief Engineer (Wa Chef Ing). Also in such cases in which we do not receive direct orders from the Supreme Command of the Army, such as caterpillar track production which will be transferred to Rechelrade, the order for transfer must be issued by the Wa Chef Ing.

He confirmed to Dr. Scheuermann that the costs of transfer would be looked accurately and that they would be kept separate from the costs re-inbursed in accordance with the War Damages Ordinance, and that naturally a double re-inbursement was out of the question.

At the end we decided that upon the basis of our discussion and the agreement reached in principle we would send in a request to Dr. Scheuermann who would then let us know what the method of procedure would be in the case of each individual order.

(handwritten): A. L. 59025 29 May 1943

(Signature): Eberhardt

CERTIFICATE OF TRANSLATION

17 September 1947

I, Richard ANSCHULTZ, No. D 145 339, hereby certify that I am a duly appointed translator for the English and German languages, and that the above is a true and correct translation of Document No. HM-8002.

Richard ANSCHULTZ,
No. D 145 339.
TRANSLATION OF DOCUMENT No. HK-7198
OFFICE OF CHIEF OF COUNSEL FOR AR CAbES

6 May 1943
(Rubber stamp)
(illegible) A C.
No. 136/1327
Received 11 May 1942

Record

made at Muehlhausen, at the office of the undersigned Notary Public,
and

the sixth day of May.

Before me, the undersigned Notary Public Dr. Renatus BIERY, in official
residence at Muehlhausen/Alsace,
appeared to-day attorney Dr. Kurt SCHULTZ of Essen, establishing his
legal status by an official driving licence of the chief of police at
Essen, dated 2 July 1937 - List No. Sch 171 - (with photograph) -
acting here by virtue of a power of attorney duly attested by a notary
public (document register number 154 of the year 1943 of the Notary Public
Doctor Walter Dallas at Essen), and granted to him by Fried, Krupp,
Aktiengesellschaft at Essen and the Aktiengesellschaft fuer Unternehmen
der Eisen- und Stahlindustrie at Berlin, dated 27 April 1943, and declared:

The Fried, Krupp Aktiengesellschaft and the Aktiengesellschaft fuer
Unternehmungen der Eisen- und Stahlindustrie, are forming a limited
company styled
Elmag, Werke Elsass, Maschinenbaugesellschaft mit
beschrankter Haftung.

The seat of the company is at Muehlhausen/Alsace.

The newly-promoted company receives a deed of partnership attached to this
record.

Of the company's capital stock of altogether
ten million Reichsmark
Fried, Krupp Aktiengesellschaft takes
over a capital share of
the Aktiengesellschaft fuer Unternehmen der
Eisen- und Stahlindustrie another share
of

The capital shares are payable immediately at the full cash-value.

Over and above the subscription of these shares
a) the Fried, Krupp Aktiengesellschaft enters into an engagement for one
immediate payment of four million five hundred thousand Reichsmark
- RM 4,500,000,-
b) the Aktiengesellschaft fuer Unternehmen der Eisen - und

- 1 -
(page 4 of original, continued)

Article 4.

The partners, over and above the payment of the capital shares, undertake the following obligation:

a) the Fried. Krupp Aktionariesellschaft one payment of four million five hundred thousand Reichsmark — RM 4,500,000,—

b) the Aktionariesellschaft fuer Unternehmungen der Eisen- und Stahlindustrie one payment of five hundred thousand Reichsmark — RM 500,000.—.

These payments to be allocated to the company's reserve fund.

(initial)

Article 5.

The executive representatives of the company are:

a) one or several of the managers,

b) the meeting of shareholders.

Article 6.

Should several managers be present the company will be represented by two managers or by one manager in conjunction with a Prokurist.

Article 7.

The business year runs from 1 October to 30 September. The first business year ends on 30 September 1943.

The company has been promoted for an indefinite period of time.

Article 8.

The meeting of shareholders, with due regard to statutory regulations, is alone responsible for the fixing of the balance-sheet and the net-profit.

Article 9.

All public notices of the company to be restricted to the Deutsche Reichsanzeiger.

Huelhausen, 6 July 1943,
signed: Dr. SCHURMAN

For testified copy
signature illegible

CERTIFICAT OF TRANSLATION
1 August 1947

I, M.E. Mason, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. MfK-7198.

A.E. Mason
6178

" END " 
The Chief of Civil Administration in Alsace
Finance and Economy Department
No. M. 6625 Pr

Kindly cite this reference in your reply

Strasbourg, 10 May 1943
4 Bismarckplatz

-Elmag- Muelhouse

(rubber stamp) A.K. (Artillery Design)
19 May 1943, No. 61040
Noted: no further action required.
Answered: ——

I. To the Elmag-Elzasische Maschinenbau Aktiengesellschaft
attention of Director DAIMER, Muelhouse

Gentlemen:

By reason of the contract of 31 March 1943 the Alsatian plants of Elmag-Elzasische Maschinenbau Aktiengesellschaft were ceded to the firm of Fried. KRUPP Aktiengesellschaft in Bass, for operation by the latter at her own expense. It has been agreed that effective as of 1 May 1943 the plants will be operated to the account of the firm of Fried. KRUPP and on its own responsibility. The firm of Fried. KRUPP will carry on operations by means of the newly founded Elmag Werke - Elzas Maschinenbaugesellschaft m.b.H. You are hereby instructed to turn over the Alsatian Works of Elmag to the Elmag-Werke Elzas Maschinenbaugesellschaft m.b.H. (in behalf of the firm of Fried. KRUPP), effective as of 1 May 1943.

II. Resolution

Director Dr. SCHMIDT as the provisional administrator of the Elmag-Elzasische Maschinenbau Aktiengesellschaft in Muelhouse is hereby recalled. Henceforth the provisional administration will be exclusively in the hands of Director DAIMER.

III. Information as to the above,

By order
(signature) KATZEMEYER

To the firm of
Fried. KRUPP A.G.
Bass.

File: 11 S 18
Person processing the matter: Ru
Copy to: EBEBRANDT, Ru, SCHMIDT
Dr. SCHUMANN (Legal Dept.), Kraus AKS
(Artillery Design, Files)
I, Ertha EDUTH, Civ.No. 046 355, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document No. MK-6258.

Ertha EDUTH
Civ.No. 046 355.

34 September 1947
The Chief of Civil Administration
in Alsace
Finance- and Economy Department

Strasbourg, 27 April 1943.
Bismarckplatz 4

Permit,

According to Arts. 1 and 3 of the decree of 23 September 1940 pertaining to the safeguarding of the orderly organization of the economy in Alsace-official-gazette page 89— the establishment of the firm

Elmag, Werke Elsass, Maschinenbaugesellschaft mbH.
located in Muelhausen

is hereby approved according to the statute draft submitted by the firm Fried. Krupp A.G., Essen, with communication of 14 April 1943 LKS-No. 56920g.

The Deputy

CERTIFICATE OF TRANSLATION
OF DOCUMENT NO. NIK-6251

I, Gerta KAINHOVY, No. 20 151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NIK-6251.

Gerta KAINHOVY,
No. 20 151.

(Handwritten): Original handed to Eberhardt
Artillery Design Files
N. 591255/au

7 July 1943

To the Chief of the Civil Administration Alsace

Strasbourg/Alsace
Münsterplatz 7

Re: Blaug, 'Kuelhausen: Taking over of stocks

Previous correspondence: Your letter No. Wi 11094 KV dated 16 June 1943.

In article 5 of the plant lease contract dated 31 March 1943 it is planned to let Krupp have all raw, auxiliary and works material, semi- and finished products etc. against payment, as far as they will be needed for the present current production. A special settlement is reserved for the stocks not needed in current production such as spare parts, semifinished products etc.

The stocks were taken over by the Blaug A.G. or the Rheinische Freihand on 1 May statistically net actually and to start with valued at RM 13,838,524. You have proposed to us that we should take over the stocks at that price pointing out that they had been valued too low that the price contains some hidden reserves. In the subsequent negotiations we did not agree to accept this proposal. Subsequent to our last talk we have once more examined the valuation and a possible utilization of the stocks from the viewpoint of making you an obliging offer, which you could agree to and have arrived at the following result:

The stocks were generally carefully valued in anticipation of a speedy sale.

Not listed such parts that have to be scrapped. It is to be expected that in scrapping the difference between scrap value and book value will not be fully compensated and thereby losses will arise.

But apart from these parts earmarked for scrapping we can see considerable risks in the usability of the stocks. This applies especially to the stocks of the textile machine construction. The stocks are out of proportion to the turnover to be expected. The textile machine construction which used to be the most important branch of the Blaug...
A. G. has decreased considerably. While prior to the war about 175,000 productive wage hours were used for it per month, today only 50,000 productive wage hours are being used for it. The stocks however have been designed to meet a much higher production. That is also proved by the fact that a large amount of the stocks which were available 3 years ago are still there today, even though the stocks have been designed to meet a much higher production. That is also proved by the fact that a large amount of the stocks which were available 3 years ago are still there today, among them the stocks converted into Marks from French Francs. In stock are only certain groups of goods so that in most cases not all parts needed for new construction, if textile machines can be taken from the stock.

Even if one takes into consideration that the character of textile machine construction demands an adequate amount of stocks one has to admit that stocks that for years are lying around run the risk of being not usable anymore and furthermore eat themselves up by interest on capital and costs of administration and thereby incur losses. The inventory value of the stocks for the textile machine construction amounts to RM 2,792,600.--. This is much too high even considering the careful valuation after what was said above.

It is to say the least doubtful, whether A. G. will be able to keep the production costs for Wehrtechn equipment within limits, which exclude any loss on the equipment to be currently delivered at group prices. According to our findings so far, one has to count on a loss.

We are not familiar with the balance sheets of the A. G. Before the war, as we were told, the company always worked with reasonable earnings. But we are lacking data for the last years. We can therefore not picture what the future earning capacity will be and even have to reckon that we will not find compensation in earnings from production for possible losses of stocks. From all those considerations we come to the conclusion that we could reduce the stocks in a favorable instance at 12.5 million RM and with the best will to oblige you we cannot at present pay more than this sum. In order, however, to reach an agreement we make you the following offer:

We take over the stocks at inventory value, which was last stated to be RM 13,957,797.70 (this figure has not yet been confirmed by Treuhand) and we pay off that, counting the advance payment of RM 4,000 already made by us and the customer payment of the AG for the deliveries of the C.N. H. 12,500,000 RM. The payment.

---
of the remainder of RM 1 457 797,70 is delayed without interest until the expiration of the contract. At this
date the still existing stocks will be valued according
to the principles valid with Krupp which prescribe a
careful valuation (section A and D) and we enclose a copy
of these principles — and at this value will be bought
by you. The only exception from the above-mentioned valu-
tion will be the stocks of the textile machinery construc-
tion, which originates from the stocks taken over by
us or the Elmg G.m.b.H. respectively, as far as they
are still in existence. These will be taken over
again by you at the present inventory value. Should
part of these stocks for the textile machinery construc-
tion have to be scrapped on governmental orders then
the above mentioned debt will be reduced from RM 1 457 797,70
by the difference between inventory value and scrap pro-
ceeds. The value of the stocks to be taken over by you
at the expiration of the contract you will pay as
follows: From the value will first of all be deducted
the above mentioned sum of RM 1 457 797,70 or the amount
reduced by possible loss through scrapping, then the
customary installment payments pertaining to these
stocks; and the remaining sum will become due in 4 weeks
and the rest 8 weeks after the expiration of the contract.
In case the plants of the Elmg AG which are under
the plant lease contract should be acquired by us or
the Elmg resp. you will inform us about the payment whether
partial or the full cancellation of the amount of
RM 1 457 797,70 or the amount reduced by a possible
loss due to scrapping.

Concerning the tools, apparatus, models and dies as far
as they were not in stock but on 1 May were used in
production, we propose that they will placed at our or
Elmg disposal free of charge with the condition that
we shall take care of the customary upkeep and the
renovations necessary for manufacture. On expiration
of the plant lease contract the Elmg AG will then take
take over from us or the Elmg G.m.b.H. resp. free of charge
these tools used in manufacture.

Finally we confirm that during the talks in Munich
("Mühlhausen"
(“Mühlhausen") on 10 of last month we reached agreement
with you on the point that on expiration of the plant
lease contract you will in the same way enter into
the current manufacture and winding up of all contracts
of the Elmg G.m.b.H. as we entered in place of the
Elzag A.G. into the contracts made by the latter. Stocks and tools etc. destined for or concerned with the manufacture of tractors, motor vehicles and their parts are excepted from the stocks, tools etc. existing at the time of expiration of the plant lease contract and to be taken over by the Elzag A.G. and from the contract obligations to be assumed by the Elzag A.G.

We should be grateful if you would agree to our proposal. The statement promised us at the discussion in Strassburg on 25 June with regard to our contract proposal of 21 April 1943 (see our letter Artillery Design File No. 58921 G) we expect, as agreed, in the course of next week.

Finally we request you to make us a proposal as soon as possible about the compensation for the plant lease contract (art. 3 of the plant lease contract).

File Copy signed.

(handwritten) (initials of:) Eberhardt, Schroeder
1 enclosure Main Administration (H.V.) No. 16128 of 23 September 1940
Artillery Design MD 1359 of 20 July 1943
MD 1360 of 10 July 1943
1 enclosure (duplicate)

CERTIFICATE OF TRANSLATION

I, Kathleen BRAHILBY No. 20096, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document NIK 7095.

Kathleen BRAHILBY
No. 20096

END
MD No. 1359

30 August 1943.

To the

Chief of the Civil Administration in Alsace
- Finance and Economy Department

Strasbourg/Alsace
Bismarckplatz 4

Re: Contract Elang A.G. / Elang G.m.b.H.

Previous correspondence: Your letter dated 20 July 1943
Nr. W.II 551 RV - MD No. 1359.

We regret we are unable to accept the proposal of the
Point of the Elang A.G., because it does not take
into consideration the provisions of Article 9 of the
contract dated 31 March 1943, lacks an equal treatment
of both contracting parties and does not fit in
with the needs of the enterprise.

Article 9 of the contract reads as follows:

"Krupp will continue the Elang... production at present
running and will not put it to any disadvantage in the
free of the Krupp manufacture newly to be started, as
far as this is not contrary to the orders of the government."

These provisions are based on one of the most important
decisions which the Chief of the Civil Administration
made in the negotiations of 31 March. The loyal observance
of our obligations ensuing from Art. 9 would be
made impossible, if, following your proposals, we were
to direct the manufacture towards the expiration of the
contract in such a manner that only our interests were
represented. Such a prominent however would not be in
the interests of the A.G. either. Furthermore, your pro-
posal cannot be carried out because the direction of
manufacture is in the hands of the government and not
ours.

Art. 11 reads:

"The (above) agreements constitute a framework for a
contract, the supplementing, closer definition and
final version of which the contracting parties reserve
for themselves."

The suggestion about the supplementing of the contract originated with the Chief of Civil
Administration. In the joint discussion in Mulhouse
(Mulhouse) on 10 June 1943 we decided that the A.G.
should enter into the contracts effective at the ex-
piration of the con-
TREAT and should take over the stocks at reasonable prices.

You said that you agree with this proposal because it was based on parity. For the stocks of the G.m.b.H. we have made you proposals which in our opinion correspond to a reasonable evaluation. These are the provisions of our firm arising at the careful estimation of stocks for the taking of the inventory.

The proposal of the A.G. to take over into their own administration the stocks for textile machines for the sum calculated by us i.e. around RM 2 792 600 would lead to an enterprise within an enterprise (figure 1 of the proceeding). It would not be possible to clearly draw a technical demarcation line in administration. In the textile works around 50 people are employed for which we cannot do the administrative work without payment. If the A.G. wants to sell the parts for the textile machine construction at the prices of the day, then this would lead to an unbearable increase in price of the finished products. One can no longer speak of a serial production in textile machine construction.

With high cost prices for the parts, the single piece manufacture would - because of being unpractical lead to a stopping of textile machine manufacture.

Also the measures proposed for the taking over of the stocks for the textile machine construction would make impossible for us the observance of just that point of the original contract in which, to judge by earlier statements, the Beirat in consideration of traditions of the firm, showed the greatest interest. For the G.m.b.H. however, this proposal is also technically impracticable; the textile store would have to be removed from the area rented by the G.m.b.H. This again would lead to an unpractical increase in difficulties and the price of manufacture. After all, two stores would exist side by side. This would not be in the interest of the A.G. One must not only look at the hidden reserves - figure 2 of the proceeding - but also at the too high valuations of the stocks and compare them. The Beirat forgets about the scrapping campaign planned at the time of the AG amounting to RM 579 000. This amount alone exceeds the reserves mentioned under figure 2). The risk arising from the costs of special manufacture is considerable and must be taken into account.
The proposal as set forth under figure 3c) is not practicable and in view of the shortage of labor untimely. We would have to consider wages and costs for the administration of the tables, installations etc., while the A.G. would demand a rent for their use.

If for the reasons described above we come to the rejection of the proposal of the spirit of the A.G. then this does not mean that we wish to stand in the way of a broad-minded settlement. We are even willing to make another very considerable sacrifice and propose that you agree to our letter dated 7 July to its full import with the alteration that we increase the sum of 12.5 Mill. RM according to par. 10 of our letter of 7 July, by 500,000 RM... to RM 13.0 Mill.

We should be very grateful to you if you would now agree to this proposal and if we could receive as soon as possible your opinion as regards compensation and the contract proposal which you already promised in your letter of 20 July.—No. 51 11 551 RV.

CERTIFICATE OF TRANSLATION

2. October 1947

I, Kathleen BRAMLEY, No. 20096, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document NIK 7093.

Kathleen BRAMLEY
No. 20096
Agreement

between

1. The Chief of the Civil Administration in the Alsace, Strassburg, hereafter called "CfZ",
2. Elmar, Elsnessische Maschinenbau AG, Mulhouse, hereafter called "Elmar AG",
3. the firm of Fried. Krupp, Essen, hereafter called "Krupp",
4. Elmar, Werke Elsass, Maschinenbaugesellschaft m.b.H., hereafter called "Elmar A.G.m.b.H.">

Article 1.

As an Alsation enterprise in which enemy interests predominate, Elmar AG comes under the provisions concerning enemy property, contained in particular in the decree of 12 December 1941 (Official Gazette 1942, page 20). It has been placed under temporary state administration (kommissarische Verwaltung). Their property in the Alsace consists in particular of the plants at Mulhouse, Hassenacker and Jungholz.

Article 2.

(1) In consequence of enemy action, Krupp is no longer able to maintain the output of the motor-vehicle plants and other production in Essen and transfers this production to the three aforesaid plants of Elmar AG, pursuant to an instruction by the Reich Minister for Armament and War Production and to a transfer order of the KWH (in compliance with the decree of the Reich Minister for Armament and War Production of 26 August 1943 regarding the transfer of war essential plants).

(2) The CfZ and Elmar AG cede to Krupp the management and utilization of the aforesaid plants of Elmar AG listed in article 1, in such a form that Krupp will administer and operate the plants on its own account with the care of a proper merchant, giving the greatest possible consideration to the equipment of Elmar AG and its structure. A subletting of the plants and their installations is not permissible. In the case of Elmar A.G.m.b.H. leading equipment to third parties, the appropriate contracts have to be arranged by Elmar AG in agreement with Elmar A.G.m.b.H. During the period of this agreement, the proceeds of such contracts belong to Elmar A.G.m.b.H.

(3) For the utilization and management Krupp has founded the Elmar, Werke Elsass, Maschinenbaugesellschaft m.b.H.

Article 3.

This agreement is valid as from 1 May 1943 and was concluded for the duration of the war with an adequate period for cancellation.
Article 4.

(1) The compensation payable to Elmac AG from 1 May 1943 onwards for the cession of the plants amounts to Rs 2,500,000.— p.a. and is to be paid in monthly instalments postnumerando.

(2) After the end of the war negotiations will be opened concerning the duration of the period for cancellation, and a possible reduction of the rent to be paid during this period, paying adequate attention to the possibly reduced opportunities of utilization for Elmac G.m.b.H. from the rented plants during the period for cancellation.

(3) Interest of 4% is to be paid on the rent from the day it becomes due.

Article 5.

(1) Elmac AG cedes to Krupp and Elmac G.m.b.H. the plants and installations listed in detail in annex 1).

(2) The plants and installations remain the property of Elmac AG. Any installations which were ordered before 1 May 1943 by Elmac AG for production which has commenced before that date (old Elmac production), but are delivered after this date, will be paid by Elmac G.m.b.H., which will then become their owner.

(3) At the termination of the agreement, machines and installations paid for by Elmac G.m.b.H. for the old Elmac production pass into the ownership of Elmac AG at their actual market value. Payment is due 3 months after the termination of the agreement.

(4) Tools, equipment, models, dies etc. also remain the property of Elmac AG and are ceded to Elmac G.m.b.H. with the obligation to care for their customary maintenance and any replacements necessary for current production. At the termination of this agreement Elmac G.m.b.H. is to hand over free of charge the then existing stock of tools, equipment, models, dies, etc. to Elmac AG.

(5) Elmac G.m.b.H. is obliged to maintain and keep in repair the plants ceded, as far as this is possible in war time. In as much as this is not possible, Elmac G.m.b.H. will, with the help of estimates, ascertain the compensation necessary for the maintenance and repair needed and pay these amounts to Elmac AG, always 4 weeks after the balance sheet of Elmac G.m.b.H. has been approved.

(6) Any sale or scrapping of machinery, mechanical installations, tools, equipment, models and like belonging to Elmac AG can only be effected with the previous approval of Elmac AG. The proceeds are to be paid monthly to Elmac AG.

(7) Krupp and Elmac G.m.b.H. will introduce into the hitherto plants installations, machines, equipment, tools, raw materials, auxiliary and maintenance materials, semi-finished products etc. to an extent deemed necessary by them for the transferred production. These items remain their property. The installations and machines will be carried in an up to date and separate inventory. In as much as they have to be fixed to the ground, this is only done for a temporary purpose, i.e. for the duration of this agreement.

(8) Until the termination of this agreement (and of the aforesaid period for cancellation), Krupp and Elmac G.m.b.H. will clear the sites and rooms used for the transferred production and remove their property.
Article 6.

(1) Elmag G.m.b.H. is entitled to make any constructional alterations necessary and erect new buildings, whereby alterations of the plants should be restricted to the absolutely essential; possible difficulties or complications, resulting from the peculiar structure of Elmag AG will have to be borne.

(2) Plans and charts giving details of these constructions are to be submitted in duplicate to Elmag AG before beginning such work; the approval of Elmag AG will be confirmed by their handing over one copy with valid signature within 14 days. Elmag AG is in particular entitled to raise objections against constructional alterations if the pulling-down of existing buildings and larger constructional alterations are involved, which might seriously impair the old Elmag production.

(3) Within the period of 14 days mentioned in paragraph 2, Elmag AG and Elmag G.m.b.H. will come to an agreement as to whether Elmag AG at the termination of this agreement will bear the costs for the planned constructions. In this case Elmag AG will pay to Elmag G.m.b.H. the actual market values in 3 months after the termination of this agreement. The actual values of the new acquisitions are to be ascertained when the constructions are finished and to be communicated to Elmag AG. This provision does not influence the right of the assessing authority (Feststellungsbehörde), (decree of 26 August 1943, paragraph 20, regarding basic principles of transfers) to demand at the termination of the transferred production, Elmag AG takes over, at the actual market value, any additional installations or improvements of value, which will be of advantage to the future production of Elmag AG.

(4) Elmag AG is to be responsible for RM 200,000.-- of the amount to be spent for air-raid protection of the plant, to be paid half on 30 September 1943 and half on 30 April 1944.

Article 7.

(1) Pursuant to the decree of 26 August 1943, regarding the transfer of war-essential factories, the Reich grants the plant to which production has been transferred (Aufnahmebetrieb) upon application a compensation for the special expenses which after the termination of the transfer of production have to be incurred for the restarting of the original production, taking into consideration scientific development. The partners of this agreement agree that pursuant to the decree of 26 August 1943, of Elmag AG, authoritative for them, the restoration of the plants, installations etc. to their original condition cannot be demanded from Krupp and Elmag G.m.b.H.

(2) Krupp and Elmag G.m.b.H. will support the application to be made by Elmag AG for compensation based on the orders regarding the transfer in conformity with the decree.

Article 8.

(1) As evidence for the stores of raw, auxiliary and maintenance materials, as well as of semi-finished and finished products on hand on 1 May 1943, a complete inventory is available which will be at the disposal of Krupp, Elmag G.m.b.H. and Elmag AG for their attention and permanent information. The stores, which are shown to have a book value of RM 18,607,797.70 are taken over by Krupp with the exception of the following parts intended for scrapping;
(page 4 of original.cont'd.)

1) boilders, piston and compressor parts  RM 34,000.—
2) machine tool parts  RM 237,000.—
3) crane parts  RM 50,000.—
4) railroad signal parts  RM 50,000.—
5) materials  RM 43,000.—

Immediately upon approval by the armament office (Rüstungscontor) Elmag G.m.b.H. carries out the scrapping operation, the proceeds of which will go to Elmag AG after deduction of the accountable expenses. For the stores stated in the inventory, excluding those parts intended for scrapping, Elmag G.m.b.H. pays to Elmag AG 15,000,000.— after deducting the initial payments made by customers - to be added by Elmag AG to Krupp, and after adding the initial payments made by Elmag AG to suppliers. The amount was due on 1 July 1943.

(2) At the time the agreement is dissolved, the items which, in accordance with the above provisions, have been taken over by Elmag G.m.b.H. will be taken back by Elmag AG, in as far as they are still in existence, and the original price will be paid for them (book value minus 5%). Further, Elmag AG will take over all stores not serving the transferred production, at prices calculated according to the principles actually in force with Krupp, providing for a cautious valuation (annex 3, section A and L). The amounts become due 5 months after the termination of this agreement.

(3) Elmag G.m.b.H. compensates Elmag AG for the expenses incurred in connection with orders given to the plant and special costs incurred for the transfer prior to 1 May 1943, and takes over the orders not yet completed for the sums 155,000, 136,000, 157,000, and 133,000.

(4) Interest at the rate of 4% is to be paid on all amounts from the day they become due.

(5) By 1 May 1943 Elmag AG is to be paid RM 38,534.65 for office supplies as shown in the inventory of 30 April 1943 plus 10 % for materials actually in use, i.e. total of RM 49,088.80. When the agreement expires Elmag AG will take over the then existing stores of this kind after an appropriate estimate has been made and in as far as they are of use to the old Elma- production.

(6) The rolling stock of Elmag AG, consisting of motor-vehicles, horses, wagons, electro-carts (that is no railroad stock) is taken over, according to annex 3, by Elmag G.m.b.H. for RM 11,866.— as from 1 May 1943. At the termination of this agreement the stock still in existence at that time will be given back for their actual market price.

Article 9.

(1) Elmag G.m.b.H. assumes responsibility for all taxes and duties connected with the plants taken over.

(2) As from 1 May 1943 Elmag G.m.b.H. takes over the current insurance contracts of Elmag AG against damage, liability etc. and insures the property brought in by Krupp and Elmag G.m.b.H. by a special policy with the same insurance company. At the termination of the insurance contracts of Elmag AG, Elmag G.m.b.H. will conclude new insurance contracts, in which the property of Elmag AG on the one hand and that of Elmag G.m.b.H. in the other hand are insured in such a manner that neither Elmag AG nor Elmag G.m.b.H. can be detrimental to each other owing to insufficient cover, Elmag AG will indicate the
(page 5 of original cont'd.)

appropriate amounts for the risks to be insured for Elma AG. The
premiums will be charged to Elma G.m.b.H. Advance payments made by
Elma AG before 1 May 1943 for the period after 1 May 1943 will be
debited to Elma G.m.b.H. and similarly at the termination of this
agreement any advanced payments made by Elma G.m.b.H. will be debited to
Elma AG, in as far as they have been made for the period after the
termination of this agreement.

Article 10

(1) Elma G.m.b.H. takes over all purchase and delivery con-
tracts of Elma AG which are valid on 1 May 1943 and have not been
completed by that date, and also takes over from this date all the
expended money for personnel and materials in the ceded plants, including
the obligations and rights towards the Berlin representative KÜHNER.
Elma G.m.b.H. likewise assumes the obligations agreed upon with agents
working purely on a commission basis, for deliveries made after 1 May
1943. Further, Elma G.m.b.H. participates as from this date in the
sales offices at Paris, Lillo, Rouen and Nancy by contributing a fixed
monthly amount, i.e. for

<table>
<thead>
<tr>
<th>Office</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paris</td>
<td>RM 1,600--</td>
</tr>
<tr>
<td>Lillo</td>
<td>RM 1,450--</td>
</tr>
<tr>
<td>Rouen</td>
<td>RM 530--</td>
</tr>
<tr>
<td>Nancy</td>
<td>RM 224,60--</td>
</tr>
</tbody>
</table>

In case of a decrease in business, Krupp will examine the possibilities of
laying-off the personnel in his own offices in the towns
concerned.

(2) Krupp and Elma G.m.b.H. do not assume responsibility for
employees' claims for the period prior to 1 May 1943.

(3) At the termination of this agreement, all the former personnel
of Elma AG as well as the plants' expenditure for personnel and materials
will revert to Elma AG, which will, similarly to Elma G.m.b.H. at the
time of the cession of the plants, take over the current purchase and
delivery obligations of the old Elma production if they have not been
settled in that date.

(4) As from 1 May 1943 Elma G.m.b.H. assumes responsibility
for payments hitherto made by Elma AG for voluntary annuities and
allowances to former employees, as well as the payments to the pension
and relief funds of the permanent employees, and the pension funds of the
gang foremen, the foremen and the mechanics, in accordance with the
provisions of the supervisory authority, as they would have been paid
by Elma AG during the period covered by this agreement. Exempted from
this stipulation are the employees remaining with Elma AG. This
obligation is expressly limited to the duration of this agreement.

(5) The works health insurance fund of Elma AG will be under the
management of Elma G.m.b.H. during the duration of this agreement, in
accordance with the provisions of the Reich Insurance Law.

Article 11

(1) Krupp assumes the financial obligations resulting from the
contracts of employment concluded with the state appointed temporary
managers (zentralsnamische Vertreter) of Elma AG.

(2) Dr. SOHLENBERGER is to be given work corresponding to his posi-
tion hitherto, and becomes a full member of the board of directors of
Elma G.m.b.H. The chairman of the board of directors of Elma G.m.b.H.
will be appointed by Krupp. He will be leader of the plant at the
same time.

(3) Krupp will do their utmost to give Director DELMAER, who for
the time being is still required as state appointed temporary manager for
Elma AG, a position in one of their own plants, in accordance with the
position he has held hitherto. If this is not possible by 30 June 1944,
Krupp will pay Director DELMAER an indemnity of RM 50,000--. The payment
of this amount frees Krupp of all obligations towards Herr DELMAER. If
Herr DELMAER resigns before 30 June 1944, he receives the indemnity of
RM 50,000-- on the day of his resignation.
Article 12.

(1) Krupp or Elmag G.m.b.H. will continue the production program of armament implements, heavy machinery, winches and textile-machinery, hitherto carried out by the Elmag A.G. and will not discriminate against it to the advantage of the production transferred to the plants of the Elmag A.G., so far as official regulations do not decree otherwise.

(2) The Elmag G.m.b.H. is obliged to inform the Elmag A.G. and the CdZ (chief of civil administration) in time if the authorities demand that this production is to be restricted or stopped.

(3) A transfer of production so far executed to plants outside the Elmag A.G. works, can only be effected with the express consent of the Elmag A.G. and the CdZ (chief of civil administration).

(4) The specialists hitherto employed in the Elmag A.G. production must so far as possible be retained in the works.

Article 13.

(1) The Elmag G.m.b.H. is entitled to avail itself of existing or future patent rights of the Elmag A.G. in continuing production so far executed by the Elmag A.G. The Elmag A.G. are transferring as far as it is legally possible to Elmag G.m.b.H. the rights, to which they are entitled, to utilize the patents of any third party for the production specified above.

(2) Krupp and the Elmag G.m.b.H. take charge of the payment of legal fees that become due during the period of this agreement, for the maintenance of patent rights belonging to the Elmag A.G. as far as they are of the opinion after having contacted the Elmag A.G. - that the maintenance of the respective patent right is of justifiable interest to one of the three firms. For the period of this agreement the Elmag G.m.b.H. takes the place of the Elmag A.G. in licence agreements concerning patent rights of third parties.

(3) Inventions made by employees taken over by the Elmag A.G. and related to the range of production hitherto carried out by the Elmag A.G. for which during the validity of the agreement, patents are applied for by Elmag G.m.b.H., as well as possible newly concluded licence agreements pertaining to the production so far carried out by Elmag A.G. and concerning patent rights of third parties, will, together with all rights and duties towards the inventor or licensee, be transferred free of charge to the Elmag A.G. on termination of the agreement.

Article 14.

The contracting parties are subject to the jurisdiction of Strasbourg courts; German law is to be applied.
Article 15.

Any public fees which may accrue in connection with the concluding of this agreement, are paid by the Elmeg G.m.b.H. In addition it will pay RM 20000. towards any other costs that might arise.

Article 16.

This agreement takes the place of the overall agreement (Rahmenvertrag) concluded between the CdZ (Head of Civil Administration) and Krupp on 31 March 1943.

Article 17.

(1) This agreement is made in quadruplicate, each copy of which is to be signed by the contracting parties.

(2) CdZ (Head of civil administration), Elmeg A.G., Krupp and Elmeg G.m.b.H. receive one copy each.

Strasbourg/Alsace, 5 July 1944.

Head of Civil Administration in the Alsace:
Finance- and Economy Department
signed: KOHLER

The plenipotentiary for public- and Reich enemy property
signed:

Fried. Krupp
signed: BIERHEIT

Elma G
Elsaessische Maschinenbau A.G.
signed: DALLER

Elma G
Werke Elsaess
Maschinenbaugesellschaft m.b.H.
signed: SCHUMACHER signed: BIEGI

Annex 1)

to the agreement between CdZ - Elmeg A.G., on the one hand and the Krupp - Elmeg G.m.b.H. on the other hand.

List

of plants and installations ceded to Krupp and the Elmeg G.m.b.H. according to Article 5, paragraph 1.

1.) Site of plants at Muchhausen, Jungholz and Kasmunster
2.) Plant and office buildings at Muchhausen, Jungholz and Kasmunster
3.) Machinery tools
4.) Machinery for exhibition
5.) Electric motors
6.) Works railway and conveyances
7.) a. Other installations
b. Mains
8.) Tools, apparatus, gauge tools, moulds, models and drawings.

For the plants and installations listed, inventories and plans are furnished, the contents of which are checked and agreed upon by the Alme A.G. and the Alme G.m.b.H.

Annex 2)

to the agreement between CdZ - Alme A.G.
on the one hand
and Krupp - Alme G.m.b.H. on the other hand.

Guesthalbfabrik Essen, 23 September 1940

ERB B/S
(Rochnungs Revisionsbuero - Auditing Dept.)

E.V.9, 16128.
(Hauptverwaltung - Main Administration)

To the plants and offices.

Subject: Stock taking for the annual balance per 30 September 1940.

Regulations for the Valuation of Stocks.

have remained unchanged compared with those of last year. In the following we repeat them and above all point out that it is of the utmost importance - apart from making an exact list of the stocks - to value them correctly, since the values ascertained are also the basis for the values subject to taxation. The responsible section chiefs are therefore asked to make themselves thoroughly acquainted with the regulations of valuation and to see to it, that these regulations are strictly observed by all participants. Over-valuations as were unfortunately ascertained last year, must be avoided at all cost.

Moreover special attention is also to be paid to the fact that

1) applications for devaluation, as far as they were not filled with the Auditing Department at the time when the devaluation took place (became known), are to be made up immediately;

2) orders placed by subsidiaries or Krupp-enterprises, it is ascertained, whether deliveries or services rendered are concerned, the costs of which - according to cipher 4 of the circular letter HV (Main Administration) 14541 of 16 August 1940 - are to be invoiced by the 9 or 10 October at the very latest;

- 8 -
3) the inventory of finished and semi-finished goods is submitted to the respective sales department in good time, so as to enable a proper check of the values stated in the inventory without exceeding the deadline.

A. Stocktaking I

1. Finished and semi-finished goods for outside customers.
   Valuation is to be effected on the basis of the purchase price or costs of production (balance of the order-account); if however — after deducting general expenses, sales-commission and other selling expenses, turnover tax and the allowance for profit — the known or realizable net sales price (considering the grade of finishing) is lower, then the valuation is to be based on this price. The valuation must without exception be effected in accordance with the respective sales department.
   Spare parts, tests etc. which are to be charged to F.X. are to be listed without stating the value.
   Goods (parts) against orders, which have in the meantime been cancelled, which are completely or partly finished or have been stored, must be listed in special files and separated from the rest of the goods.

2. Finished or semi-finished goods in stock.
   At first the stock lists are to be submitted to the respective sales department for the purpose of checking the stock and ascertaining the possibilities of sale or any other utilization. If there is any doubt in regard to the possibility of sale and valuation in special cases (e.g. for older stocks, so-called drugs in the market) (to be made by the plants and submitted with proposals of carefully estimated valuation — which must be approved by the sales department (if necessary by the construction department) — to the AEB (Rechnungsrevisionsburo — Auditing Department) by passing through the Ebh. Bet-b I-IV (Betriebsbuchhalterei — Plant Bookkeeping Office, Betriebsbrechnungsabteilung — Plant Accounting Office) by 9 October of this year at the latest, for the purpose of finally fixing the price. Only such goods in stock where the possibility of their utilization has been ensured beyond any doubt, are to be valued as goods such as are mentioned under 1).

3. Raw materials, semi-finished goods and products in stock made of steel, iron and metal.
   Those stocks are to be valued at the prices taken from the stocktaking price list of 1 October 1940. It also applies here, that stocks very much depreciated in value (like ingots, coiled ingots etc.), are only listed with their actual value and that depreciations are to be applied for in time. Furthermore for certain stock-goods (like sheet metal, tool steels and the like) the prices are to be fixed specially in agreement with the Purchase Department and the auditing Department.
4. Other stock goods.

As far as there are no prices quoted for them in the price list, the valuation is to be effected on the basis of their purchase (cost of production) price or if the replacement purchase price (market price) was lower on 30 September 1946, the latter is to be charged.

5. Older stocks.

In view of the scarcity of raw material it has to be established first, whether it is economically unnecessary to keep them in stock any longer. In cases of doubt a respective application is to be made according to the regulation mentioned under 2.

Older stocks which were already valued per 30 September 1939 are to be listed showing last year's values, even if at the present time their value is still below the realizable net selling price (see cipher 1). However, "drugs on the market" are to be treated as per cipher 2.

Stocks, the prices of which were already formerly reduced to scrap-value are to be listed with the scrap-prices of the plant's price list. If necessary, costs for crushing are to be deducted.

6. Material still in transit is to be listed under the respective heading of the stocktaking list with a remark to this effect, in the event of the invoice already having been made out for September.

7. Goods already received but not yet invoiced.

These goods are also to be listed according to headings and marked "not yet invoiced" so that both, the (plant) bookkeeping office and plant accounting office are able to ask for a Pro-forma Invoice.

8. Attestation of Sales-Departments and Purchase-Departments.

The approval of the listed stock-values is to be certified by the sales-departments or purchase-departments respectively, through a brief entry in the column provided for it in Stocktaking List I (at the end of the summary) and to be affixed with the signature of the responsible department chief.

9. Stocktaking II.

Any additions of implements, tools etc. are to be listed with their original values in column "additions", provided the acquisition constitutes an increase of the existing machinery i.e. that these were not acquired by way of replacement. The replaced machinery should normally be listed only by weight or number of pieces, without stating any values.

10. Details for fire insurance.

Our fire insurance covers "new-values" insurance, i.e. the values of the objects must be fixed at such a price as to guarantee their replacement or purchase from the amount of the indemnity received in case of loss and damage.

Therefore for additions and replacements of machinery, the "new value" (purchase price) only is to be listed.
Example:

In stock on 30 September 1939

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>New value</td>
<td>204,000</td>
</tr>
<tr>
<td>Additions</td>
<td>32,000</td>
</tr>
<tr>
<td>Scrapping</td>
<td>17,000</td>
</tr>
</tbody>
</table>

In stock on 30 September 1940

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>New value</td>
<td>228,000</td>
</tr>
</tbody>
</table>

If it is necessary to insure objects no longer listed on Stocktaking II, their insurance-values are to be shown in an annex attached to the inventory. Objects not requiring any insurance are to be marked accordingly in Stocktaking II.

With regard to insurance of models, drawings, business books of all kinds, index cards and the like, reference is made to the directives given in circular letter HV No. 14541 (main administration) of 16 August 1940.

D. General matters.

In Stocktakeings I and II, apart from the amount-columns, the weight-columns are also to be added up i.e. each heading separately.

The work of stocktaking is to be distributed in such a way that individual employees should not be overtaxed. As far as overtime is unavoidable in exceptional cases and in spite of the numerous new appointments, applications for permission, stating reasons in detail, are to be filed with the respective section-chief in time.

Fried. Krupp
Aktiengesellschaft
The Director-to

signed: SCHROEDER  signed: LÖSCHER
of the contract between the Head of the Civilian Administration (GdA) - Emaan - and Krupp - Hanomag GmbH on the other hand.

**MOTOR POOL.**

1) Trucks and passenger cars in use, not including those out of action:

<table>
<thead>
<tr>
<th>Brand</th>
<th>Model</th>
<th>Quantity</th>
<th>Description</th>
<th>Cost (RM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dornwald</td>
<td>IV T</td>
<td>8253</td>
<td>Truck</td>
<td>2,015</td>
</tr>
<tr>
<td>Saurer</td>
<td>II</td>
<td>8512</td>
<td>&quot;</td>
<td>5,470</td>
</tr>
<tr>
<td>Saurer</td>
<td>II</td>
<td>8613</td>
<td>&quot;</td>
<td>5,170</td>
</tr>
<tr>
<td>Renault</td>
<td>II</td>
<td>8612</td>
<td>&quot;</td>
<td>9,900</td>
</tr>
<tr>
<td>Berliet</td>
<td>&quot;</td>
<td>8378</td>
<td>&quot;</td>
<td>11,935</td>
</tr>
<tr>
<td>Dieci</td>
<td>&quot;</td>
<td>8610</td>
<td>&quot;</td>
<td>4,880</td>
</tr>
<tr>
<td>Lyberty</td>
<td>&quot;</td>
<td>8611</td>
<td>&quot;</td>
<td>2,260</td>
</tr>
<tr>
<td>Peugeot</td>
<td>&quot;</td>
<td>8549</td>
<td>&quot;</td>
<td>2,560</td>
</tr>
<tr>
<td>Hoeckner</td>
<td>&quot;</td>
<td>515</td>
<td>&quot;</td>
<td>23,341</td>
</tr>
<tr>
<td>Peugeot</td>
<td>&quot;</td>
<td>2151</td>
<td>&quot;</td>
<td>2,575</td>
</tr>
<tr>
<td>Citroen</td>
<td>&quot;</td>
<td>8655</td>
<td>&quot;</td>
<td>3,060</td>
</tr>
<tr>
<td>Peugeot</td>
<td>&quot;</td>
<td>1862</td>
<td>passenger car</td>
<td>1,770</td>
</tr>
<tr>
<td>Hotchkiss</td>
<td>&quot;</td>
<td>1425</td>
<td>passenger car</td>
<td>4,680</td>
</tr>
<tr>
<td>Peugeot</td>
<td>&quot;</td>
<td>2151</td>
<td>&quot;</td>
<td>1,750</td>
</tr>
<tr>
<td>Trailer</td>
<td>&quot;</td>
<td>248</td>
<td>&quot;</td>
<td>2,920</td>
</tr>
</tbody>
</table>

2) Horses:

- Total: 9

3) Horse-drawn vehicles:

- 6 box-vans, two horse team @ 6 times 500: RM 3,000
- 5 " one horse team @ 5 times 300: RM 1,500
- 4 flat topped carts, two horse team @ 4 times 300: RM 1,500
- 5 flat topped carts, one horse team @ 5 times 300: RM 1,500
- 1 big iron boiler transport cart: RM 5,100

4) Electric carts:

<table>
<thead>
<tr>
<th>Marshell</th>
<th>1000 kilo</th>
<th>Loading capacity</th>
<th>Cost (RM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;</td>
<td>1000</td>
<td>&quot;</td>
<td>500</td>
</tr>
<tr>
<td>&quot;</td>
<td>1000</td>
<td>&quot;</td>
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</tr>
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<td>&quot;</td>
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</tr>
<tr>
<td>&quot;</td>
<td>1000</td>
<td>&quot;</td>
<td>1,500</td>
</tr>
<tr>
<td>Lift</td>
<td>1000</td>
<td>&quot;</td>
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</table>

Amount carried forward: RM 106,446

---
Amount brought forward: RM 106,446.---

<table>
<thead>
<tr>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Domestic Tractor</td>
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<td>RM 500,---</td>
</tr>
<tr>
<td></td>
<td>2000 kg</td>
<td>20 tons</td>
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<tr>
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<td>RM 800,---</td>
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</tr>
<tr>
<td></td>
<td>2000 kg</td>
<td>20 tons</td>
<td>RM 1,000,---</td>
</tr>
</tbody>
</table>

Satme: 2000 kg loading capacity 20 tons RM 2,000,---

Fenwick Automatic: 2000 kg 20 tons RM 200,---

Machines: 2000 kg loading capacity

<table>
<thead>
<tr>
<th>Description</th>
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<th>Capacity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eisingen</td>
<td>2000 kg</td>
<td>2000 kg</td>
<td>RM 3,570,---</td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
<td>2000 kg</td>
<td>2000 kg</td>
<td>RM 3,570,---</td>
</tr>
</tbody>
</table>

In addition to cylindrical batteries valued at RM 12,240,---

RM 141,666,---
Power of Attorney.

I herewith authorize

Director Karl SEEBRAUT of Essen, deputy member of the Directorate of the firm Friedr. Krupp, to conclude and sign on behalf of the firm Friedr. Krupp in Essen, the contract which was negotiated between the Chief of the Civil Administration (Chef der Zivilverwaltung) in Alsace, Strasbourg, and the Elmag, Elsasessische Maschinenbau A.G., in Mülhausen on the one hand, and the firm of Friedr. Krupp of Essen and the Alsace plants of the Elmag, Maschinenbausellschaft m.b.H. of Mülhausen on the other hand, concerning the management and the handing over of the Mülhausen, Masamuester and Jungholz plants of the Elmag, Elsasessische Maschinenbau A.G., Mülhausen, to the two last-mentioned firms. This contract will be legally binding for the firm Friedr. Krupp, Essen.

signed: Friedr. Krupp

CERTIFICATE OF TRANSLATION

October 30, 1947

Annette Jacobsohn, 20146, Hannah Schlesinger, 20081, hereby certify that we are duly appointed translators for the English and German languages and that the above is a true and correct translation of the document No. NIK-7199.
Order of 3 June 1947, in the action of the Société Alsacienne de Constructions Mécaniques, Société anonyme at Muehlhausen, represented by its director, Mr. DOLLFUS, plaintiff,
having, as counsel, Maître Albert OBRENGER of the Court of Muehlhausen,
versus the Administration of Taxes, of Properties and Charges, represented by their departmental Director at Colmar, in his capacity as sequestration-administrator of the German companies:

1) Fried. Krupp, located at Essen
2) Elsasische Maschinenbau-Gesellschaft (Elmag G.m.b.H.) located at Muehlhausen, these two companies being taken jointly, defendants, represented by Maître Aimé DUSCOURT, counsel at the Court of Muehlhausen.

So, STEIJNETZ, Judge-Delegate to the Civil Court of Muehlhausen, acting for the President, (if - faisa; t fonction), assisted by Mr. ROUSCH, Clerk of the Court, have heard the depositions and final pleas of both parties at our session of 29 March 1947.

The plaintiff makes the following statement: that, since 22 August 1940, there had been appointed 2 commissaries who, at the Muehlhausen factory, continued current manufactures and put in hand new German war-productions, that, by the agreement of 31 March 1943, the Chief of the Civil Administration (C.d.Z. - Chef der Zivilverwaltung) put the factories of Muehlhausen, MASEVAUX and JUNGHOLTZ at the disposal of the firm of Krupp, that, by contract concluded on 5 July 1944, between the C.d.Z. (Chef der Zivilverwaltung - Chief of Civil Administration), the Commissaries of the plaintiff, designated by Germans "Elmag" A.G., the firm of Krupp and the firm Elmag G.m.b.H., a branch establishment purposely created by Krupp for the exploitation of the plaintiff's factories, the factories at Muehlhausen, Masevaux and Jungholtz were leased to Krupp and Elmag G.m.b.H. for the duration of the war, with effect from 1 May 1943;
that these 2 contracts constitute acts of disposal accomplished in consequence of excessive measures of common law taken by the enemy against the plaintiff's property, thereby falling under the application of article 1 of the order dated 21 April 1945;

that the management of the factories and properties leased by the spoliators or put at their disposal has been the cause of very considerable damages, the reparation of which, according to article 7 of the same order, is incumbent jointly on Krupp and its branch establishment, Elmag G.m.b.H.;

that the plaintiff has therefore taken out a writ against the defendant as such for the purpose of declaring null and void all acts of disposal, of temporary administration, of management effected against his interests by the occupation-authorities, or at their orders or at their instigation, in particular the two agreements, dated 31 March 1943 and 5 July 1944, which enabled the two German firms to take possession of his properties,

as restitution of his properties, claims and interests with their increases and additional incomes, including natural, industrial and civil benefits as well as the normal benefits which he would have drawn from his property, and as payment for all damages caused by the actions of the accused or by their default;

since the defendant as such is establishing the plea of declaring us incompetent and, in addition, declaring that the action cannot be admitted, with costs to be imposed on the plaintiff, granting that the properties of plaintiff have been the subject of excessive measures by the Civil Law, he denies that the two agreements concluded between the C.d.Z. (Chef der Zivilverwaltung - Chief of Civil Administration) and the German firms are true acts of disposal that, in reality, by the above agreements on the strength of which the occupation authorities have leased the plaintiff's factories to the firm of Krupp and its branch-establishment Elmag G.m.b.H., they have acted merely in an administrative capacity, insisting upon every guarantee for protecting as far as possible, the interests of the plaintiff, whose property - rights have always been respected;

that the German firms have at no time become purchasers of the plaintiff's properties within the meaning of the order dated 21 April 1945;
that the legality and the results of the administrative acts carried out by the German Sequestrator clearly fall under paragraph 3 of the order dated 14 November 1944, and outside the procedure established by the order of 21 April 1945; that where the tenants had been neglectful of their obligations and had violated the clauses of the contract, thereby causing damage to the owner, these facts could not change by the legal aspect of the contract and become an act of spoliation; that the plaintiff, under any domination at all, and even if the sequestration had not taken place, could not have escaped the obligation of switching over to the manufacture of munitions; that, therefore, no causal connection exists between the enemy-administration and the leasing of the factories, leasing which provides the main base for the plaintiff's claim for damages and interests; that the defendant further points out the plaintiff's acceptance of the assumption of the property by an agreement on principle concluded between the parties on 15 February 1945, and that it would be inadmissible for the plaintiff to withdraw unilaterally from an agreement which he accepted voluntarily and confirmed for several years by his actions and conduct;

Since the main dispute dividing the parties derives from the question of whether by the contracts of 31 March 1943 and 5 July 1944, acts of disposal are established or not, in the sense of the order dated 21 April 1945;

In consideration of the fact that, for a solution of this question, one should not adhere too closely to the letter of the contracts nor to the legal form which these acts have been given; that, on the contrary, it should be borne in mind what aim the contracting parties had in view and the ensuing consequences, detrimental to the plaintiff's property;

In view of the fact that in truth according to the terms of the agreement drawn up on 5 July 1944, replacing the former contract of 31 March 1943, the German Sequestrator, in the person of the C.d.Z (Chief of Civil Administration), let to Krupp and their branch establishment "Elmag" G.m.b.H. the factories, machinery and installations of the plaintiff, that a yearly rent was agreed on and an understanding reached on the terms of recovery at the expiration of the contract and that a number of conditions had been inserted into the agreement such as is customary with leases, with a view to
TRANSLATION OF DOCUMENT No. NIK-11632
CONTINUED

(p. 3 of original, cont'd)

- 4 -

safe-warding the owner's interests;

But considering that the two contracts state, by way of an introduction, that the S.A.C.M., as an enterprise mainly in the hands of enemy-shareholders, subject to the regulations governing enemy-property, in particular to the order dated 16 December 1941 and that the properties of the plaintiff are put under provisional administration,

that, in this manner, the meaning was to be conveyed from the first that the contracting parties are in control and have no need to negotiate with the defendant on an equal footing;

that the contract of 5 July 1944 subsequently specifies the reasons inducing the C.d.Z., (Chief of Civil Administration) to cede to Krupp both the management and working of the S.A.C.M factories with the explanation that, in consequence of war-time events, Krupp could no longer maintain at Essen the construction of lorries and other manufactures, and was therefore forced to transfer his manufactures to the plaintiff's three factories in compliance with the order by the Reich Minister for Armament and War-production with reference to the transfer of war-factories, dated 26 August 1943;

that the contract contains among others the clause that the tenants undertake to continue the S.A.C.M.'s current manufacture, guaranteeing as far as possible the interests of the latter, in as far as orders by the authorities do not rule this out;

that, furthermore, according to paragraph 8 Krupp acquires existing stocks against payment of a sum of 13,200,000 RM into the account of the commissary-manager in charge of Elmag A.G.;

Considering that from all these circumstances it becomes evident that the contracting parties did not intend to draw up an ordinary, normal agreement, that in reality the contract established purely and simply a confiscation by Krupp of the plaintiff's factories, installations and material in order to enable Krupp to continue the manufacture of his industrial lines without making allowance for the plaintiff's legitimate interests.

Further, in view of the fact that jurisprudence is inclined to give a very wide interpretation to the term "act of disposal" in paragraph 1 of the order dated 21 April 1945; that thus the Paris Court of Appeal in a decision of 20 December 1946 has defined an act of disposal in the sense of the order dated 21 April 1945 to be any
exceptional measure of such a nature as to injure the inheritance of another, and that in the commentary, with reference to the idea of an act of disposal (Dalloz, Jurisprudence, 1946, page 85) it is upheld that any forfeiture of legal claims arising from the circumstances of paragraph 1 is an act of disposal, also that it was of little consequence that no transfer had been effected by this act as long as, with the transaction of a transfer, it had entailed the suppression of the dispossessed proprietor's legal claims.

In view of the fact that without going as far as this jurisprudence and in order to make a fair distinction also for the purpose of finding out whether a certain action establishes an act of disposal or merely an administration, it will be necessary to place oneself in the owner's situation and to ask if a reasonable owner would have acted in like manner under like circumstances;

that the exploitation of the plaintiff did not consist in the leasing of his factories to other establishments and that the transfer of the management and working of the factories is an abnormal act, which is not part of an able administration and which resulted not only in the loss, by the plaintiff, of his right of usufruct from his property but also in the almost complete suppression of his own industry; that, in reality, this was a confiscation under the legal form of a lease;

considering that the purchase of the plaintiff's stocks undoubtedly establishes an act of spoliation, considering that, taking all circumstances into account, it must be admitted that the agreement of 5 July 1944, viewed as a whole and not merely by the purchase of the material, assumes the nature of an act of disposal;

Since, from that moment, the plaintiff is fulfilling all the conditions requisite under paragraph 1 of the order dated 21 April 1945, for lodging a plea of nullity with reference to the two agreements and is justified, by application of paragraphs 4 and 7 of the order, in claiming the restitution of the benefits and compensation for all damages caused by the actions or default of the spoliators;

considering that, by the agreement drawn up with the authorities on 15 February 1945, the plaintiff has not foregone his claim to assert his rights, his settlement having intervened prior to the order of 21 April 1945 and establishing merely a provisional modus vivendi between the parties;
Considering that, on the other hand, the case in point of this lawsuit is established by such actions alone as were performed for the benefit of Krupp and Elmag G.m.b.H. and that the nullity of the agreement drawn up on 5 July 1944 dates back only to 1 May 1943, the day on which the agreement took effect;

that consequently, the plaintiff's demand for declaring null and void, in a general way, all actions performed to his disadvantage by the occupying authorities cannot be sustained;

For these reasons we give the following provisional order:
We declare null and void the agreements drawn up on 31 March 1943 and 5 July 1944 in pursuance of which the property, legal claims and interests of the plaintiff were made over to the firm of Fried Krupp, Essen and to Elmag Werke, Elssas, Maschinenbaugesellschaft m.b.H. of Mielhausen; We ordain the immediate restitution to the plaintiff of all his property, legal claims and interests which have been the object of the above-mentioned agreements with all their increases and additional incomes, including natural, industrial and civil benefits, dating back to 1 May 1943, the whole free of all charges, privileges or mortgages by which these properties legal rights and interests might have been encumbered by the spoliators.

In particular we order the defendant as such to restore to the plaintiff the free disposal, his by right of ownership, of the properties, legal claims and interests forming the object of the above-mentioned contracts;

We order Krupp and Elmag G.m.b.H. jointly to refund to the plaintiff, under the sequestration of the Director of Domains of the Haut-Rhin, the damages occasioned by the fault of their actions or by their default, including the loss of normal benefit he would have derived from his property;

We declare as void of binding obligation for the plaintiff all contracts, purchases, deeds of exploitation and others, carried out by the spoliating companies after 1 May 1943 until the day of liberation;

In view of the investigation to be ordered, we authorize the plaintiff to reserve for himself the right to increase by new single or combined claims against the defendant his demand for damages;
All other claims of the plaintiff are dismissed:

For exports we appoint:

a) Mr. BIBIETTE, export, 43, Avenue Marceau, Paris;

b) Mr. Henri KUNZER, expert accountant, Mullhausen, and

their commission to be:

1) To make an inventory of objects and property purchased or taken into possession by Krupp and Elmaa G.m.b.H.;

2) To make an inventory of property and objects which have been restored and describe their condition.

3) To draw up a list of objects of any kind which have not been restored or have disappeared and to estimate their value;

4) To ascertain damages of any kind occasioned to the plaintiff by the two spoliating companies, in particular:

a) to ascertain the sum of payment for damages suffered by the plaintiff in consequence of leases, neglectful management or other facts or by the faults of the above-mentioned societies, in particular making allowance for the costs incurred or to be incurred in reconstructing, fitting out anew, repairing and putting into normal working order the different parts of his business;

b) to ascertain the natural, industrial and civil benefits realized by the German companies through the working of the plaintiff's property from 1 May 1943 until the date of his definite recovery of possession;

c) to ascertain whether the normal benefits drawn by the plaintiff from his enterprise during the same period of time are greater than the benefits which devolved on Krupp and Elmaa G.m.b.H.;

d) to ascertain the value of properties and objects recovered by the plaintiff and coming from the spoliating companies;

e) to ascertain the sum of the necessary maintenance-costs, and, as an increment, of the expedient maintenance-costs expended by the spoliators for and in connection with the properties, legal claims and interests of the plaintiff.
1) to ascertain the profit made by the plaintiff in the form of
interests derived from the sale-price of the stocks of goods;

5) Draw up a final balance sheet between the parties, debiting the
plaintiff and crediting the defendant with the sale-prices of stocks,
with additional interests;

I ordain that the experts, exempt from oath, are authorized to make
all necessary investigations, on condition that they state the
source of their information, to hear witnesses, to have access to
all available data of accountancy, to call in as associates all
technicians whose assistance they might deem indispensable for the
execution of their commission and to hand in their reports within
a maximum time of three months;

This expert commission to be dependent on the deposit of 60,000 francs
by the plaintiff;

I reserve the costs;

I ordain the provisional execution of the present order, notwith-
standing an appeal.

Signed: HOESCH

Signed: STEINMETZ

Certified Copy
Clerk of the Civil Court

Rubber stamp: Signature:
Civil Court
Department Haut-Rhin.

CERTIFICATE OF TRANSLATION

17 November 1947

I, M.E. MASON, No. 6176, hereby certify that I am a duly appointed
translator for the French and English languages and that the above
is a true and correct translation of the document No. NIK-11632.
of a conference between Herr KREHLER, from the Groditz Works of the Firma Mitteldeutsche Stahlwerke AG, and the Delegate of the Main Committee,

1) Manpower for 4 4

The list of the Alsatian workers and Italian Military Internes who are to be released by the Blang G.m.b.H. for transfer or labor service are handed to Herr SCHWARZEN. The list of the Military Internes comprises more than 150 persons. Herr KREHLER, with Herr SCHWARZEN, will reduce the number to between 150 and 160. Herr SCHWARZEN will submit the list with the necessary explanation to the Maulhausen Employment Office, and, together with the personnel office, will determine how the transfer is to be made. Should difficulties arise, Herr KREHLER will himself take the necessary steps in Strasbourg, to secure the effectuation of the manpower transfer, as far as the Blang is concerned the people will be available from 1 October 1944.

2. Machinery

Only 95 of the requested 102 machines have been provided; most of them have been dispatched in the meantime. The following are missing: 1 grinding machine, 3 lathes, 4 milling machines. The grinding machine is used in the Motor Vehicle Production program. Besides the 7 machines mentioned above the Mitteldeutsche Stahlwerke demanded an additional 13 machines. The request for these machines went to the Blang on 28 September 1944, according to the Blang half of the subsequently requested 13 machines are not intended directly for production, but are to be used for maintenance work and break-in, or for the construction of equipment. For the present the Blang is not in a position to decide which of the 7 machines mentioned above and which of the 13 machines requested subsequently can still be provided. The Blang has a definite order from the Armament Commission, and the Chief of Civilian Administration (Chef der Zivilverwaltung) respectively to fully employ the greater part of the plant which is remaining in Maulhausen. The tractor parts, hitherto produced by the machine shops of the Krauwel (Motor Vehicle Construction Department), must be turned over to the machine shops remaining in Maulhausen, which belong entirely to the Blang AG. The Tractor Program has been placed in the same priority class (Class I) as the Flak program (Anti-aircraft Program). The Chief of Civilian Administration (022) demands that under all circumstances unemployment be avoided. Some time is still required to examine the plant machinery. We cannot think of that we could disturb the scheduled total production the release of a few machines. This question can be clarified by 15 October 1944 at the latest. The Blang is still unable to come to a definite decision with regard to the possibility of releasing material for electrical installations, any more than it can decide in the matter of releasing the 20 machines that are still requested.
3) Transfer H 1, Equipment 43

On 23 September 1944 the Almag was given strict orders by the Chief of Civilian Administration and by the Inspektion (Inspektion) that no more transfers may be made, in order to provide employment in the part of the Almag that remains. In the meantime the Almag submitted an application to the Armament Commission (Wesstungs-Kommission) for transferring the assembly of the 14 last machines, but only parts ready for fitting are being dispatched to Groeditz.

(page 2 of original)

As far as they are still missing, they are made in Muhlhausen and sent on afterwards. Since we have the general approval for any transfer which will not result in unemployment, the transfer procedure in this case is to be started at once, without waiting for the formal approval in writing. The necessary manpower for the assembly job in Groeditz, estimated at 50 – 70 man, is being transferred ("abgeordnet") to Groeditz in addition to the workers for H 4. These workers, moreover, are paid by the Almag, while the transfer-allowance is paid by Groeditz. Before going to Groeditz the workers will decide how much money should be paid as allotment to their families. On the assumption that there will be no interruption of work, production of the still missing parts will be completed at the end of October at the earliest. The Groeditz works will receive from us the order to install the machinery, and will charge the costs to the Almag.

For the rest the Almag is presently urging that a conference with the authoritative persons of the Mitteldeutsche Stahlwerke be held, in order to reach an understanding with regard to the points given below. Heidelberg is suggested as the place of conference.

1) With the transfer of the production and the orders will the settlement of accounts be done through the Mitteldeutsche Stahlwerke or the Almag?

2) Determination of the costs of the transfer.

3) Rent agreement for the use of the machinery and for the ordinary tools belonging to the Almag. Plant equipment that has been developed by the Rheinmetall is to go to Groeditz. A settlement by us is not necessary. Plant equipment developed by the Almag and put in use to a large extent by Rheinmetall remains in Muhlhausen, since Groeditz is not claiming these items of special equipment.

4) Settling the accounts of the material supplied and the quotes.

Almag, 29 September 1944
2/Fue.

Distribution:
Mitteldeutsche Stahlwerke AG.
Groeditz Main Committee, Weapons
Almag G.m.b.H.

(signature) COLLEKH
(signature) Dr. SCHULZER

-3-
TRANSLATION OF DOCUMENT No. MIK-6270

(continued)

Certified true copy of the original, consisting of two sheets.

Societe Allemanniene de Constructiones Mecaniques

Le Secretaire General du Siège Social

(signature)

Incorporated into our records No. 476/47

Halhouse, 21 March 1947

Secretary of Police O.P.J.

(Stamp) Police Headquarters

(signature)

The Commissioner.

CERTIFICATE OF TRANSLATION

24 September 1947

I, Gorta ZA ZOVA, Civ.No. 20 151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document No. MIK-6270.

Gorta ZA ZOVA

Civ.No. 20 151.
Subject: Part transfer of the gun production department.

Because of the danger from air-raids, and in order to increase production, a part of our gun production department must be transferred to a plant with a similar type of production in Central Germany.

Apart from the necessary machinery about 250 employees of our gun production department must also be transferred to that locality. For this we are thinking primarily of skilled workers who are single or if married, have no children. In the interest of production we are asking for volunteers for these posts, to enable us to dispense with the introduction of compulsory service.

In the case of volunteers they will be employed in accordance with the legal basis for transfers as given by the Order on Transfers (Verleihungsanordnung) of the Plenipotentiary for Labor Allocation. Under this order every transferred employee will receive a transfer allowance (Abstandsgeld) for each calendar day at the following rates:

<table>
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</tr>
</thead>
<tbody>
<tr>
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<tr>
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</tr>
<tr>
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</tr>
<tr>
<td>Master craftsmen</td>
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</tbody>
</table>

In the case of compulsory service the employee will receive a payment of RM 3.30 for each calendar day as separation allowance (Trennungsentschädigung), without regard to his position.

Regarding the meals it must be mentioned that these will be in accordance with the local wage scale, which is not below the scale applied here.

The billeting will be in permanent buildings, where groups of workers will be housed in communal rooms. In some cases accommodation in private billets may be possible. This arrangement will also apply to cases where wives are taken along, provided they have been employed by us and are willing to work at the new place of employment.

The laundry will be done by local women.

Food:

The food will be supplied by the plant. Breakfast, dinner and supper will be served at the camp. The cost for board and lodging will be about RM 1.50 per day.

Home Leave:

Travel to visit the family and home leave will be governed by the local provisions, i.e. the employees will have the right to make a trip home every six months. For which the fare and also part of the salary and the transfer allowance will be paid.
TRANSLATION OF DOCUMENT No. HIX-6272
CONTINUED

(page 1 of original, cont'd)

In蓑mm.ii.

With regard to the place we state that it is a small
town of about 5000 inhabitants, which so far has had no air-
raids.

(page 2 of original)

It is a beautiful district with agricultural surroundings.

If interested, further particulars, may be obtained from the
plant superintendent, who has the pertaining regulations, or from
the personnel office.

We also wish to point out that the persons so transferred will
remain employees of the Plant; in other words, will be merely
temporarily separated. In the interest of the project we hope that
the necessary workers will come forward as volunteers.

Blum
Work Blumes
Maschinenbaugesellschaft m.b.H.
The Management:

(signature) Dr. SCHMILCHER
(signature) HUPF

(page 3 of original)

Certified true copy of the original, consisting of two sheets.

Societe Alsacienne de Construction Mecaniques
Le Secretaire General du Siege Social

Incorporated into our records No. 475/47
Mullhouse, 21 March 1947
Secretary of Police O.F.J.

(Stamp):

Police Headquarters
(The Commander)

CERTIFICATE OF TRANSLATION

24 September 1947

I, Zsinya Konecova, Gov.No. 20 181, hereby certify that I am
thoroughly conversant with the English and German languages and
that the above is a true and correct translation of document
No. HIX-6272.
(handwritten) transferring

Committee: Dr. Wessner, pendent de Groeditz

File Note

Re.: Transferring manufacture of the 8.8 cm gun - M 41 in the 8.8 cm anti-aircraft mounting M 41.

By order of the Main Committee Armaments Director Hugo Kochsämper and Engineer Grundker of the firm Mittelstahl Groeditz visited us on 14 September 1944. According to the Special Committee the entire production of the 8.8 cm guns which we were starting to manufacture is to be transferred to Groeditz, that is, production there is to be increased from 25 to 50 guns. In order to achieve this increase, machines and workers are required. A special list of the necessary machine tools has been compiled (altogether 102).

Labor.

300 experienced workers are needed for Groeditz. We hope to be able to supply them as follows: 150 existing workers (2/3 machine workers and 1/3 mechanics), the remaining 150 as far as possible from trained foreign workers.

Apart from the workers Groeditz would like to have the following personnel:

2 master workmen
2 plant technicians
3 machine designers
1 person to do preparatory work in connection with orders
1 calculator
1 person to deal delivery term matters.

The Elmg will thoroughly investigate whether these people can be spared.

Plant equipment.

The equipment and special tools delivered by Rheinmetall will all go to Groeditz. Extra applies which are being worked on here and designs will also go to Groeditz. In addition Groeditz will take over equipment which is still to be obtained from Rheinmetall Borsig.
Materials:

The entire stock (about 265 tons) of material already delivered goes to Groeditz. The purchase slips and bills for material not yet delivered will be written out for Groeditz.

Delivery address: Mitteldeutsches Stahlwerke G.m.b.H., Groeditz via Nissa - Machine Construction Department.

Similarly, the same applies to sub-groups, standard parts, finished parts, etc., ordered elsewhere.

Administrative questions:

How the order is to be transferred administratively from Nissa to Groeditz has in no wise been discussed.

Winding up:

In what order the machines are to be dismantled and shipped can be seen from special annotations in the machine list.

If freight cars are ordered in good time, raw materials, semi-finished and finished products will be sent with the machines. If not construction material and equipment will be sent ahead.

How quickly the transfer is to take place will depend entirely on the transportation situation.

According to agreements between the Supreme Command of the Wehrmacht and the Armaments Commission the anti-aircraft guns will be transferred in list 1b, that is, after the products named in list 1a have been transferred. Therefore, it cannot be counted upon that transportation (freight cars or trucks) can be immediately obtained.
It is not possible, for the moment, to say when the transfer can begin.

Muelhausen, Alsace, 24 September 1944.

2/K

(signature): Hupe
Dr. Schumacher.

Copies to:

Gröditz (4)
Armament Inspectorate (3)
BImag: Herr Hupe
" Collignon
" Biogi
" Koralek
" Perdrizet
" Zimmermann

Certified photostatic copy comprising two pages.

Société Alsacienne de Construction Mécaniques

(secretary general)

(signature illegible)

Supplement to our legal protocol.

No. 476/47

Muelhausen, 21 March 1947

Le Secrétaire de la Police O.P.J.

(signature)
CERTIFICATE OF TRANSLATION
OF DOCUMENT No. NIK-6273

29 October 1947

I, John FOSBERRY, No. 20 179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NIK-6273.

John FOSBERRY,
No. 20 179.
Extracts

Société Alsacienne de Constructions Mécaniques - Mulhouse -
(Alsation Construction and Machinery Company, Mulhouse)

Claim for Restitution of Plundered Property Located in the Russian Zone

Attachment to our Official Report No.476/47
Mulhouse, 21 March 1947

The Police Secretary, C.P.J.

(official stamp)
Gendarmerie
(Security police)
Department of the
Judiciary Police
Mulhouse
Police Inspector

(signature) illegible

(page 2 of original)

Société Alsacienne de Constructions Mécaniques - Mulhouse

C. Claim for Restitution of Plundered Property Located in the Russian Zone

I. A statement listing, by number, the property which is being reclaimed (8 co.i.e.)
- written in French -

II. A compilation of particulars
- written in French -

For the attention of the
Director of Industrial Coordination
Department for German and Austrian Affairs
89, rue d'Orselino

- 1 -
Societe Alsaciens de Constructions Mecaniques - Mulhouse (latitude 49° 43' N)

C.- Claim for Restitution of Plundered Property located in the Russian Zone

1. A statement listing by number the property which is being claimed (8 copies) - written in French -

For the attention of

The Office for Private Property and Interests

156, Avenue de la Liberté

Mulhouse (Haut-Rhin)

Compilation of Particulars:

1.- General description of the property which is being claimed:

29 slide lathes
6 turret lathes
1 automatic lathe
2 radial drilling machines
6 column drilling machines
9 boring and centreing machines
15 horizontal, vertical, and universal milling machines
4 gear-cutting machines
1 internal trueing machine
1 column drilling machine

- 2 -
2. Locality where the property actually finds its li. 

Local and address of the present holder (firm, private establishment, public utility, etc.)

- Kittl Id ut a c: tahn, 6: . G.

G A U T E R a n . (A n c r y)

II - er schin n 15 7 h h b dr f . C . C . ( t, r r ) r n r r ay s u p r -

ly, joint stock company) Nord d f t, t.

Nord h u s (R h r K o u n t r i n e)

3. Particulars relating to the transfer to Germany

a) Date: S p t. n r r d o t b 1 1 4 6

b) by whom: E I S C H E N E R, M. (Krupp E s s n n), since 1 May 1943

c) type of transaction (compulsory sale, pillage, requisition, etc.) Transfer by order of occupying authority without the consent of the owner.

d) Means of transportation:

by railway and road transportation

4. Address to which the property should be returned in the country which presents the claim:

Société Alsacienne de Constructions Mécaniques

BILUS, (Haut-Rhin) France.

I, John Fosborry, No. 20179 hereby certify that I am thoroughly conversant with the English and French languages, and that the above is a true and correct translation of the original document AB-6267.

John FOSBORY, No. 20179.
<table>
<thead>
<tr>
<th>Bill of Lading</th>
<th>Dates of</th>
<th>Railway Station at</th>
<th>Description of Wagon</th>
<th>Contents</th>
<th>Gross Weight in Kilograms</th>
<th>Consignee</th>
<th>Route</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.9.1944</td>
<td>18.9.1944</td>
<td>Mulhouse</td>
<td>Open; No. 845202</td>
<td>Used</td>
<td>13,000</td>
<td>Mitteldeutsche</td>
<td>via Strasbourg,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Italia, 20 tons</td>
<td>machine tools</td>
<td></td>
<td></td>
<td>Stolmarke,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Frankfort,</td>
</tr>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Groeditz,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>via Riesa,</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Gerstringen,</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Falkenberg.</td>
</tr>
<tr>
<td>18.9.1944</td>
<td>18.9.1944</td>
<td>do.</td>
<td>Open; No. 30681</td>
<td>dc.</td>
<td>10,000</td>
<td>dc.</td>
<td>do.</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Frankfurt, 16 tons</td>
<td></td>
<td></td>
<td></td>
<td>do.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>No. 7471298</td>
<td></td>
<td></td>
<td></td>
<td>do.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Italia, 20 tons</td>
<td></td>
<td></td>
<td></td>
<td>do.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>No. 1401/</td>
<td></td>
<td></td>
<td></td>
<td>do.</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Kroningsberg, 20 tons</td>
<td></td>
<td></td>
<td></td>
<td>do.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>No. 32601</td>
<td></td>
<td></td>
<td></td>
<td>do.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Breslau, 20 tons</td>
<td></td>
<td></td>
<td></td>
<td>do.</td>
</tr>
<tr>
<td>15.9.1944</td>
<td>15.9.1944</td>
<td>dc.</td>
<td>Open; with partition</td>
<td>dc.</td>
<td>10,200</td>
<td>dc.</td>
<td>do.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>No. 298738 S.N.C.P.</td>
<td></td>
<td></td>
<td></td>
<td>do.</td>
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<tr>
<td>Bill of Loading</td>
<td>Date of Taking over</td>
<td>Railway Station at</td>
<td>Description of Vagn</td>
<td>Contents</td>
<td>Gross Weight in Kilograms</td>
<td>Consignee</td>
<td>Route</td>
</tr>
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<tr>
<td>20.9.1944</td>
<td>20.9.1944</td>
<td>Muelhuse Vienna</td>
<td>Open; with high partitions</td>
<td>Used machine No. 19571 Regensburg, tools &amp; implements</td>
<td>13,000</td>
<td>Mitteldeutsche Stahlerwerke, Groeditz, via Ris-ten, Saarbrücken, Weimar</td>
<td></td>
</tr>
<tr>
<td>20.9.1944</td>
<td>20.9.1944</td>
<td>do.</td>
<td>Open; with high partitions</td>
<td>d.</td>
<td>11,900</td>
<td>d.</td>
<td>do.</td>
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<tr>
<td>21.9.1944</td>
<td>21.9.1944</td>
<td>do.</td>
<td>Open; with partition No. 92884 Vienna,</td>
<td>d.</td>
<td>14,000</td>
<td>d.</td>
<td>do.</td>
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<tr>
<td>21.9.1944</td>
<td>21.9.1944</td>
<td>do.</td>
<td>Open, with partition, Used machine No. 18506 SNGF (3) 20 tons tools &amp; implements</td>
<td>d.</td>
<td>17,000</td>
<td>d.</td>
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<tr>
<td>22.9.1944</td>
<td>22.9.1944</td>
<td>do.</td>
<td>Open, with partition, No. 126288 North, 20 tons</td>
<td>d.</td>
<td>11,400</td>
<td>d.</td>
<td>do.</td>
</tr>
<tr>
<td>Bill of Taking-over</td>
<td>Railway Station at</td>
<td>Description of Tagen</td>
<td>Contents</td>
<td>Gross Weight in Kilograms</td>
<td>Consignment</td>
<td>Route</td>
<td></td>
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</tr>
<tr>
<td>22.9.1944</td>
<td>Muelhouse</td>
<td>Open, with partition</td>
<td>Used machine tools</td>
<td>12,500</td>
<td>Mitteldeutsche Stahlw. Groeditz, at Groeditz, via Riesa</td>
<td>Strasbourg, Frankfurt, Gartringen, Falkenberg</td>
<td></td>
</tr>
<tr>
<td>22.9.1944</td>
<td>Wanne</td>
<td>No. 4011, Breslau,</td>
<td>and implements</td>
<td>9,900</td>
<td>do.</td>
<td>do.</td>
<td></td>
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<tr>
<td>22.9.1944</td>
<td>22.9.1944</td>
<td>20 tons</td>
<td></td>
<td>11,000</td>
<td>do.</td>
<td>do.</td>
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<tr>
<td>27.9.1944</td>
<td>27.9.1944</td>
<td>Closed, No. 77191</td>
<td>26 tons</td>
<td>13,800</td>
<td>do.</td>
<td>Basel-Lindau</td>
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<tr>
<td>28.9.1944</td>
<td>Muelhouse</td>
<td>Open, with partition,</td>
<td>Used machines</td>
<td>14,000</td>
<td>do.</td>
<td>do.</td>
<td></td>
</tr>
<tr>
<td>29.9.1944</td>
<td>29.9.1944</td>
<td>No. 72631, Breslau,</td>
<td>and implements</td>
<td>15,000</td>
<td>do.</td>
<td>do.</td>
<td></td>
</tr>
<tr>
<td>30.9.1944</td>
<td>30.9.1944</td>
<td>Open, with partition</td>
<td>Used machine tools</td>
<td>12,000</td>
<td>do.</td>
<td>do.</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>FilePath</td>
<td>Station</td>
<td>Description of wagon</td>
<td>Contents</td>
<td>Gross weight in kilograms</td>
<td>Route</td>
<td></td>
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<td>--------------------------------------------</td>
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</tr>
<tr>
<td>30-9-1944</td>
<td>Bolwiller</td>
<td>Creno No. 238277</td>
<td></td>
<td>Used machine tools &amp; implements</td>
<td>20.140</td>
<td>Mulhouse, Strasbourg, Frankfort, Germany</td>
<td></td>
</tr>
<tr>
<td>3-10-1944</td>
<td>Mulhouse</td>
<td>Creno No. 22177</td>
<td></td>
<td>Iron machinery, tools &amp; implements</td>
<td>20.140</td>
<td>Mulhouse, Strasbourg, Frankfort, Germany</td>
<td></td>
</tr>
<tr>
<td>15-2-1944</td>
<td>Mulhouse</td>
<td>Creno No. 4514</td>
<td></td>
<td>Iron machinery, tools &amp; implements</td>
<td>17.246</td>
<td>Mulhouse, Strasbourg, Frankfort, Germany</td>
<td></td>
</tr>
<tr>
<td>3-10-1944</td>
<td>Mulhouse</td>
<td>Creno No. 4514</td>
<td></td>
<td>Iron machinery, tools &amp; implements</td>
<td>17.246</td>
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<tr>
<td>16-2-1944</td>
<td>Mulhouse</td>
<td>Creno No. 4514</td>
<td></td>
<td>Iron machinery, tools &amp; implements</td>
<td>17.246</td>
<td>Mulhouse, Strasbourg, Frankfort, Germany</td>
<td></td>
</tr>
<tr>
<td>3-10-1944</td>
<td>Mulhouse</td>
<td>Creno No. 4514</td>
<td></td>
<td>Iron machinery, tools &amp; implements</td>
<td>17.246</td>
<td>Mulhouse, Strasbourg, Frankfort, Germany</td>
<td></td>
</tr>
</tbody>
</table>

Attachment to our official record No. 476/47.

Certified as true and correct.

(Signature of the Secretary General at Company's headquarters).

(Signature) Illegible.

(Signature of the Secretary General at Company's headquarters).

(Signature) Illegible.

(Signature of the Secretary General at Company's headquarters).

(Signature) Illegible.

(Signature of the Secretary General at Company's headquarters).

(Signature) Illegible.

(Signature of the Secretary General at Company's headquarters).

(Signature) Illegible.

(Signature of the Secretary General at Company's headquarters).

(Signature) Illegible.

(Signature of the Secretary General at Company's headquarters).

(Signature) Illegible.
25. September 1967

I, G. P. EXTRA ASG N. 20151, hereby certify that I am thoroughly conversant with the French and English languages and that the above is a true and correct translation of the document IN6 6271.

G. P. EXTRA
N. 20151
AFFIDAVIT

I, Kurt BISHI, have been cautioned that I render myself liable to punishment by making a False Affidavit. I declare the following on oath voluntarily and without coercion:

Based on the studies of the balance sheets of the Saadwerke GmbH, Bamberg, I take that the Saadwerke GmbH have to begin with putting aside a sum of RII 1,163,106.21 for overdue Alsation obligations. This amount consists of obligations of various kinds, especially wages and salaries for the Alsation employees rents and sums they owe to little businessmen in Alsace.

The overdue salaries and wages represent by far the greatest part of the items of the balance sheet. So in Bamberg can not determine the exact amount for the wages and salaries, because the respective files were left behind in Mulhouse. The figure is also only preliminary, it might rise or drop.

No wages and salaries were paid out to the Alsation employees for the time of 1 to 20 November 1944 and therefore they are overdue, because the funds of the ELAG GmbH which were deposited at the German Bank in Mulhouse, had already been transferred to the German Bank in Freiburg on 5 September 1944. Only small funds of the ELAG GmbH were left behind at the Badische-Alsassishe Bank in Mulhouse, at the Post Saving account in Strassburg and in the cashbox of the ELAG GmbH. This sum was very small and amounted to less than RII 45,000.---.

The ELAG GmbH did not take any measures to leave sufficient funds for the paying out of the wages and salaries to the Alsation employees for November 1944. It would have been possible however to draw a cheque on the Deutsche Bank in Freiburg where some of the funds of the ELAG GmbH

= 1 =
were deposited. The Deutsche Bank in Lulhouse paid this kind of cheque on the debit of our account at the Deutsche Bank in Freiburg, if large sums were requested they firstly consulted the Deutsche Bank in Freiburg, according to my knowledge the ELLAG GmbH did not make out such a cheque which would have covered the overdue wages and salaries for the Elsatian employees for the time of 1 November to 20 November.

If Herr JACQUELIN declares now that he had discussed with me the matter regarding the salaries and wages of the Elsatian employees short-ly before my departure from Lulhouse, this statement might be correct. at any case I can remember the conversation I had with Herr JACQUELIN, although I can not recall any details. Herr JACQUELIN and I, as procu-rist of the ELLAG GmbH would have been entitled from the legal point of view to make out for the ELLAG GmbH such a cheque for the wages and sala ries. Since the events precipitated I did not offer to make out such a cheque and I did not propose to sign such a cheque for the ELLAG GmbH.

I have carefully read the foregoing affidavit consisting of 2 pages, have made the necessary corrections in my own handwriting and have countersigned them with my initials and I declare that I have told the full truth to the best of my knowledge and belief.

(signature): Kurt Biegi

(signature of the deponent)

Sworn to and signed before me this 17th day of September 1947 at Nuern berg by Kurt BIEGI, known to me to be the person making the above affi davit.

(signature): Leo Broudes

U.S. Civilian, ACCO No. 465795
Office of Chief of Counsel for War Crimes

CERTIFICATE OF TRANSLATION

I, J. Weinmann ACCO No. 35270, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. MK-11744.

Nuernberg, 5 November 1947

J. EINLEIN

ETO 35270
I, Kurt BIEGI, have been cautioned that I render myself liable to punishment by making a false affidavit. I declare the following on oath, voluntarily and without coercion:

It was known to the directorate of the ELAG GmbH that, when the workshops of the factory in Hülhaus were cleared, there were also machines amongst them which belonged to the ELAG A.G. Nearly all the machines, about 100, which were sent to Central Germany, were the property of the ELAG A.G. These machines had been hired from the KRUPP-ELAG GmbH. KRUPP was not the owner of the hired machines.

I have carefully read the foregoing affidavit consisting of one page have countersigned it in my own handwriting, have made the necessary corrections in my own handwriting and have countersigned them with my initials. I herewith declare on oath that I have stated the full truth to the best of my knowledge and belief.

(signature): ... Kurt Biegi ...

Sworn to and signed before me this 29 day of August 1947 at Nuremberg

by Kurt BIEGI, Number; Hauptstrasse 11, known to me to be the person making the above affidavit.

(signature): ... Leo. Broudes ...

U.S. Civilian A_165772

Office of Chief of Counsel for War Crimes

CERTIFICATE OF TRANSLATION.

I, J. Weinman, JTO No. 35270, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. 11-11739.

Nuremberg, 5 November 1947

J. Weinman

JTO 35270
Elsasscische Maschinenbau A.G.  
Vorstand  
Dr.-Ing. Walter Schumacher  
(Stamp)  
Elsasscische Maschinenbau A.G.  
Vorstand  
Dr.-Ing. Walter Schumacher  

To the  
Management  
Stuttgart  

Hessers - Hupo and Collignon,  

I confirm the receipt of the letter of 29 October, brought by courier KLoemann. Thorough preparations are being made for the announced visit. It will not be the first time that Herr Saur is here, and he also knows me and the works.

Certain points must be modified in the attached memorandum of 28 October and the organization plan for the various production sections. The organization plan is not consistent with the arrangements made with Herr Hupo, and it fails to take consideration of the interests of the Elsasscische works in crucial points. Please bear in mind that the Elsasscische production program was discussed with the competent agencies in Strasbourg together with Herr Hupo. It is inconceivable that the Works could be normally operated, according to the order of the Gauloitre and the Minister President, if Elsasscische is treated as a "French or Italian" sub-contracting workshop. It would also be in the interest of the other plans of the Fried. Krupp firm to have the Works operated independently as far as possible. A severing of connection will be all the easier.

Accordingly, on my visit to Strasbourg on Monday, 30 October, I arranged that, for the purpose of keeping the crews employed which are staying here (also see my file note sent with the courier several days ago), in addition to the individual production and final assembly of a certain number of tractors, we would receive an independent order, probably for generators, and a fairly large order for hand grenades from the High Command of the Army. With these two additional production orders the Elsasscische Works is employed to full capacity with 2,100 workmen on the payroll. In addition, there are an estimated 100 to 200 salaried personnel. The order for generators has the advantage, for one thing, that it can be filled with the existing plant equipment, as has been ascertained; but, above all, that it will...
TRANSLATION OF DOCUMENT No. MK-12634
CONTINUED

(pager 1 of original cont'd)

make use of labor forces which ordinarily are difficult to
employ and which can never be relocated (men who must remain in
a given locality, women and women on part-time work).

The same thing applies, more or less, to the foundry order
for hand grenades. At first it was only intended to cast the
hand grenades, but it seems that great pressure is being
brought to have them finished, as well. The weight of the
hand grenades is 2 1/2 kilograms. The price is very favorable,
as I was able to learn at the Lens firm in Mannheim and

BILLS
Max Hausner Alcoo
(handwritten marginal notes)
Weight 2.5 kg
Group price I
1.60 R-
Group price II
1.85 R-

which Director Tobins verified for me; it is
considerably more favorable than the case of
SD I. If the order for the 8 cm arm in early
enough, we could dispense with SD I.

By coincidence, Professor Murawski, from the Chief of
Civil Administration, also came to the conference with First Lt.
S t r o c h e r, on Monday. He again laid very particular stress
for his own part on the fact that the Minister President placed
great value on an operation of the Works at full capacity without
interruptions and, as far as practicable, independently. You
will agree with me that, from a purely economic standpoint, the
operation of the Works at full capacity is absolutely in the
interest of the Fritz Krupp firm, and that it would also
greatly facilitate the later plans for a possible covering of
connections.

As I have already mentioned in my telegram (of which I am
enclosing a copy), I am extremely sorry that I was not invited
to the discussions held with Herr B e r g e t.

With regard to the visit of Herr Sauer, of course I will
adhere to the main in the program which you set up (file memorandum
of 20 October); however, I would like to suggest some important
modifications, as given below, which could not have any unfa-
vable effects at your end, but which are of vital importance
for the Works. It is to be understood that your consent to them
will have to be obtained.

As fundamental points of departure in making an evaluation,
the political and military situation is to be considered. It
is a known fact that is regarded with more confidence near the
Front than far from the firing lines. As we can see this time

-2-
and again whenever we receive visitors, who become very much astonished to find that Husbanden has such a peaceful look and that the Works is operating at full capacity. On the occasion of the mentioned visit of Herr Saur an opportunity will be given to bring up the question of whether the Blauer may be operated to full capacity, or whether it is to be treated like France or Italy.

Since all the parts are to be produced here, with an average of 70 sets, and since the working materials has to be supplied accordingly, it is not understandable why those parts may not also be assembled here into finished vehicles, in view of the fact that the equipment is, as you are aware, entirely adequate. From the standpoint of transportation, it is definitely easier and safer to send finished vehicles to the right bank of the Rhine, as far as possible under their own power, than to send separate parts every day by rail.

It is to be taken for granted that the parts manufactured under sub-contract (Zulieferengsteine) should not be stored in large quantities. I have already contacted the Regional Armament Office in Freiburg and the Inspectorate to have appropriate storerooms assigned to us in Mannheim or its vicinity.

You yourselves have written, in a certain report, that 140 vehicles must be delivered, and that you wish to manufacture 100 of them in the Reich. The remaining 40 are thus subject to further decision. Supplementary to the plan of 28 October, it would be entirely logical to make a complete assembly here of the 40 new vehicles. The extra 20 sets, on average, could be delivered to Mannheim, unless you dispose of them from this point as replacement parts or unless it were decided to use them for the 20 tractors which are to be repaired here. In this connection I come to another point which was overlooked in your plan. - The repair of the tractors.

An agreement was reached with Herr Saur whereby, of the vehicles to be allocated to yourselves, 20 per month were to be sent to us. So far four have arrived.

With these modifications, namely, the assembly of 40 new vehicles plus the repair of 20 vehicles from the front-lines, we can agree in the main with your plan concerning the program.

I may assume that, pursuant to the discussion with Hdl Saur (Haupt-Dienstleiter Saur), the situation in general is sufficiently clarified, to permit reaching a complete agreement in our joint discussion on 6 November at your office.
With regard to the machines, it is absolutely essential that a certain minimum number be sent back here, or allocated here by the firm of Daimler Benz. Herr B a i z , as chairman of the committee, must surely have sufficient authority to support this measure. It is incomprehensible to me that Herr B a i z , who is so concerned about having the tractors brought out promptly, should be unable to give his assistance. We have gotten together a part of the needed machines from Belfort, such as: 4 multicut lathes, 2 splined shaft grinding machines, 2 cylindrical grinding machines, 1 horizontal boring mill. We are going to build three additional boring mills ourselves from parts 90% fully machined, charged to the account of the A.G., that is, we finish those boring mills and they become the property of the A.G., which pays the cost price.

However, in connection with these acquisitions we also need the following machines:

1 planetary thread milling machine
2 frame boring mills
1 broaching bench
1 internal grinding machine for wheels
1 wheel-hardening machine

In addition to the above-mentioned machines, which are to be used in rounding-off work for the tractor manufacturing department, we would have to be supplied with the following machines, unless you prefer to allocate 20 repaired motors to us, in which event it is optional whether you yourselves will make the repairs or whether you will have them made in the Keybush shops.

In this connection I would like to mention, for the sake of throwing light on the situation, that I have received confidential knowledge of an order under which all the repair shops for Army motor vehicles must be located on the left side of the Rhone, although they have been planned and begun in part on the right side of the Rhine. From this you may see how the Army itself views the situation.

If repairs must be made here, the following will be needed:

1 crank shaft grinding machine for connecting rod and main bearings
1 circular grinding machine for crankpins and crankshaft bearings
2 hydraulic brakes
1 cylinder precision boring machine - 1 honing machine
Spare parts for motor vehicles:

With regard to these, it was agreed with Herr Huppo that we would make as many parts as machines are available. We have sent you a list of the parts which may be made here, and urgently request that the necessary drawings and data for them be sent here with all speed and that the appropriate material be allocated.

It is to be taken for granted that, as a basic requirement of carrying out the program, Herr B a 1 z, as the chairman of the Special Committee, will see that both Daimler Benz and Krauss Laffei send all the available operating equipment, and that they do not, as we had to discover, hold back exactly the most important items for their own use, especially tools. We are enclosing a list of the tools which had already been picked out by our Herr Oberdollmann but which were not sent by Daimler Benz. We are sending Herr Paul Schniidor to Berlin again today, and we shall also charge Herr Springer with the task of requesting that Herr Schniodors take action in the matter.

In the letter of 17 October we requested that you return our equipment which had been delivered to Shillingworth, especially the press forgings which are suitable for the process here, since fixtures were already available at Shillingworth. In this case, too, Herr B a 1 z would have to see that the matter was attended to, in his capacity of chairman of the Special Committee.

It is likewise to be considered a matter of course that all the gauges which are not needed there will be sent here or directed to be sent here by the two firms of D.B. (Daimler Benz) and K.H. (Krauss Laffei). Any missing items we shall have to make ourselves; naturally, this course would only be justified if no other solution can be found.

Labor supply:

At the conference with the Inspectorate and the Chief of Civil Administration (CdA) I obtained an assurance from the Armament Commission that we would make the complete assembly here of the last fourteen 10,5 ordnances, too. A relocation for the assembly of this piece is no longer to be considered. By 10 December we shall be finished with the ordnances ourselves. After that there will only be some supplementary orders to fill; the need for these orders is still being discussed with the Procurement Office in Berlin.

The same thing applies to the 13 ordnance. In the case of this, too, there is to be no relocation. The order is being completely executed in Mohlhausen.

From the above it may be seen that we need all the men we are available here. At the moment there is even a definite
shortage, since, except for the younger age groups, 600 men and 200 women are being used for entrenchment work. In the next few days we shall get all the skilled workers back who have been thus assigned, on order of the Armament Commission. No large-scale labor conscription of Alsatian personnel can be counted on for service with yourselves. Only in individual cases will it be possible to draft people for labor.

Most sincerely, and

Heil Hitler!

Your

(signature:) Dr. W. Schumacher

CERTIFICATE OF TRANSLATION

16 December 1947

I, George Goodman, No. 3589, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document No. NIK-12634.

George GOODMAN, No. 3589.
After having duly been sworn in, the undersigned Albert SCHROEFFENGER declare that I will say the truth, all the truth, nothing but the truth, make this declaration under oath freely and of my own will and state the following:

I, the undersigned, Albert SCHROEFFENGER, born on the 24th of March 1906 at Wattwiller (Haut-Rhin) engineer at the plant of the firm Société Alsacienne de Constructions Mécaniques (Alsatian Company for Mechanical Construction - abbreviation S.A.C.K) at Mulhouse since 1930, living at Mulhouse, 10 rue du Moulin, state:

Having fought in the French Army as an artillery lieutenant at the beginning of the war, I was made prisoner at Bellfort on June 18th 1940. Because I am an Alsatian, I was released from captivity in December 1940. I resumed my position at the S.A.C.K at the beginning of 1941.

At the time of the Allied advance into Alsace in August 1944, The German Authorities summoned the French Reserve officers in Alsace to make them enlist in the German Army to fight against the Allies. When I refused to enlist, the Security Police (Sicherheitsdienst) took me in custody. Through intervention of the ELMAG G.m.b.H. (KRUPP), I was sent to the Sudwerke at Kulmbach, dispersal plant (usine de repli) of KRUPP's ELMAG G.m.b.H. After the evacuation from Mulhouse to Kulmbach, I was employed in menial tasks until the liberation by the American Army on 11 April 1945. During this sojourn I was able to ascertain the presence of machines belonging to the S.A.C.K, Mulhouse, which had been taken away from the plant at the time of the removal of ELMAG G.m.b.H. (KRUPP).

On repeated occasions, engineers of the Krupp firm expressed their intention to resettle at Mulhouse in the near future.

I have read this page and signed each correction with my own initial and after having ascertained that all is in conformity with the truth, I insist and sign.

Mulhouse, 13 August 1947
Signed: Albert Schruoffeneger

Signed and sworn before me this 13th of August 1947 at Mulhouse by Mr. Albert Schruoffeneger.

Signed: Leo Broudes
U.S. Civilian AGO : A 165775
Office of Chief of Counsel for War Crimes
CERTIFICATE OF TRANSLATION

I, Germaine Reifen, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of the Document No. NIK - 10583.

signed: G. Reifen
Germaine Reifen
AGO : 463
O.C.G.W.C.
U.S. War Department

22 August 1947
APPEAL VIT.

I, SCHWARZ, Fritz, born on 10 May 1900, having been cautioned that I render myself liable to punishment by making this statement, have, with due care on both, voluntarily and without having been subjected to any duress:

I was Prokurist with Elmeg (Krupp subsidiary Muelhausen Emsa). I was in charge of the office of the manager of the plant, of allocation of work, of the fire-brigade, of air-raid precaution and of the reserved occupations. From Essen the following foreign workers were sent to Muelhausen:

Male and female Eastern workers and Russian prisoners of war, about 300 - 400 people. In addition there were about 100 Italian prisoners of war with the Elmeg. The rest of the workers consisted of about 1800 German citizens and about 4000 Alemannians. Of inmates of concentration camps, to my knowledge, only an advance squad arrived at the Elmeg whose duty it was to prepare the camp for the reception of further prisoners. The camp was to provide shelter for 2000 people and before this time is supposed to have served as a camp for prisoners of war. The advance squad came from Netzwil in the Alsace. To my knowledge this advance squad worked for 4 weeks at the most and then disappeared again. I do not know what happened to these people later on. At this time a certain KRAPF was appointed chief camp leader under Dr. HEBERE. An officer of the SS, presumably from Netzwil, came at one time to my office and told me that the condition of the kitchen and the sick-bay. I did not learn in which way the allocation of the prisoners was effected. Presumably this was arranged with the Reich Committee for Motor Vehicles by way of the technical management of the plant, Mr. Wilhelm RAIZ and Dr. SCHNEIDER. I do not know anything about the treatment of the concentration camp prisoners and of the food they received. The camp was a shed construction, fenced in by barbed wire and situated within the grounds of the plant. As far as I know the SS provided about 8 or 9 guards.

As a result of war incidents, the production at Muelhausen was transferred to Upper Franconia. At that time the male and female Eastern workers were taken by the German camp leader SCHAEFFER by rail in special freight cars to Nuernberg and from there to Fulmbach. About 40 remained in Nuernberg. The Russian prisoners of war from Stralsund Offenburg were taken away from the plant under military guard. Offenburg/Baden was supposed to be their destination. What happened to those prisoners of war further is unknown to me. According to my knowledge, all the Italian prisoners of war were sent free. They probably knew that we were going to Nuernberg.

I have carefully read this affidavit consisting of one page, have made and initiated all necessary corrections in my own handwriting, and hereby declare under oath that in this statement I have said the full truth to the best of my knowledge and belief.

(Signature) Fritz SCHWARZ

Sworn to and signed before me this 12th day of June 1947 at Fulmbach

by Fritz SCHWARZ, Fulmbach, Spiegel 57

(nam and address of deponent)

known to me to be the person making the above affidavit.

Civilian (Signature) Henry NUXBAUM 2 0055

ETO Number

Office of Chief of Counsel for War Crimes

U.S. War Department
CERTIFICATE OF TRANSLATION

1 August 1947

I, ANNETTE JACOBSEN, No. 20142, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document No. NIX-8912.

ANNETTE J. JACOBSEN
No. 20142
AFFIDAVIT

I, REIN Friedrich, of Kulmbach, Oberhaken 1, after having been caused by making a false affidavit I render myself liable to punishment, herewith, voluntarily and without coercion, state the following under oath:

I have been an employee of Krupp for 40 years and, in 1919, was assigned to the Krawa (Motor Vehicle Construction Dept.). Among the 11 POWs which arrived at the Krawa to work in my department was a Russian. That was about in the summer of 1917, which coincides with the outbreak of the war with Russia. A few more POWs and Eastern workers arrived later on. These Eastern workers and POWs were distributed throughout the Krawa and were employed for all types of work.

On the occasion of transferring the Krawa to the Alsace, the Krawa, Essen, sent its POWs and Eastern workers to Mulhouse to work in the Krawa department. I no longer remember the exact name of the responsible head of this transport of foreign workers and POWs but know that it took place at the instance of Krupp.

The treatment of the POWs and of the Eastern Workers became bad and brutal the moment their numbers increased in the works. I myself have seen that Eastern Workers and POWs were beaten in Essen at noon time by the supervisory personnel of Krupp when the former came to get their dinner which was served them in common at the work rooms of the Krawa Motor Vehicle Construction Dept. These illtreatments during eating-time became an established custom and I, as a decent human being, was no longer able to stand it. It was generally known in the Krawa (Motor Vehicle Construction) that these beatings could not be stopped by informing the management about them. The supervisory personnel felt themselves so secure in administering these beatings that they were not afraid of being reported by a decent person. On the contrary, any decent person making such report had to fear for the worst.

I have carefully read this one page of my affidavit and signed it myself, I have made the necessary corrections in my own handwriting and countersigned them with my initials and I declare upon oath that I have said the full truth in this declaration, to the best of my knowledge.

(Signature) Friedrich Rein

Sworn to and signed before me this 30 day of October 1937 at Kulmbach by REIN, Friedrich, known to me to be the person making the above affidavit.

(Signature) William J. Steen
U.S. Civilian A 446332
Office of Chief of Counsel for
War Crimes, U.S. War Department
"End"
CERTIFICATE OF TRANSLATION

I, C. Lauener ETO No. 20 213, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NIK-12274.

8 December 1947

C. Lauener
ETO 20 213
I, Czaia Paul, KULMBACH, 5 Gabbsbergerstrasse, having been warned that I render myself liable to punishment for making a false statement, declare herewith of my own will and without having been exposed to any duress:

Having been in Krupp's employment for years and as an official of Krenna, during the spring of 1944, I was sent from Essen to Muchhausen, in order to work there for Krupp. I also know that at the Krenna at Essen, as well as at Muchhausen, Eastern workers and prisoners-of-war were systematically illtreated. At Kulmbach I was instructed to take to work a group of 20 Italians (interned soldiers), respectively Eastern workers. In opposition to the orders of the management, I have not illtreated these people. I was told by Herr VILMS, manager of the Suedwerk, and also by others to beat these people if they were not working fast enough. Yet I did not do this. The beating of foreign workers and prisoners-of-war during the second World War was nothing exceptional in the Krupp plants, on the contrary, it was the most usual method applied to make these people work and I personally know of many cases where people were beaten in Krupp plants and the evildoers were not called upon to give an account.

I have carefully read and personally signed the one page of this affidavit, have made the necessary corrections in my own handwriting and countersigned with my own initials and declare herewith under oath to have spoken the full truth to the best of my knowledge and belief.

(signature) Paul CZAJA

Sworn to and signed before me this 30 day of October 1947 at Kulmbach by Czaia Paul, known to me to be the person making the above affidavit.

William J. STERN
U.S.Civilian A 446852
Office of Chief of Counsel for War Crimes
U.S. War Department

CERTIFICATE OF TRANSLATION

November 26, 1947
I, M.B. Mason, MEP 38347, hereby certify that I am a duly appointed translator for the English and German languages and that the above is a true and correct translation of the document No NIK12275.

M.B. Mason
No. MEP 38347
I, Emil VOGELHAHN, having been duly warned that I shall render myself liable to punishment by making false statements, hereby declare the
following oath of oath by my own free will and without coercion:

I knew that during the war the Eastern workers and war workers / (prisoners of war) working at the motor vehicle construction plant at Essen, where I was employed, were repeatedly severely beaten. I especially remember the case of a Russian prisoner of war who, during an air-raid which took place approximately in March 1944, was beaten to the floor with a board fitted with nails, by Herr WISE, an employee on the supervisory staff of the firm Krupp. The Russian prisoner of war was in uniform and after he had been beaten he had a brain-haemorrhage and the blood formed a large pool next to him. The poor man did not move again and lay still on the ground. I thought that the man was dead.

I did not report this incident to the plant administration because I had reason to believe that I should be punished, especially since I and my family were suffering under political persecution even in those days. Besides, ill-treatment was such an everyday occurrence that everybody knew about it, and one had to assume that the immunity from punishment enjoyed by the staff of Krupp, who carried out this ill-treatment, indicated that the plant administration approved of their actions.

Signature: Emil VOGELHAHN

I have carefully read this affidavit consisting of one page and have signed it with my own hand; I have made the necessary corrections in my own handwriting and have countersigned them with my initials and herewith declare on oath that, to the best of my knowledge and belief, I have stated the absolute truth in this affidavit.

Signature: Emil VOGELHAHN

Sworn to and signed before me this 30 day of October 1947 at Kulmbach by Emil VOGELHAHN, Troop/134 at Kulmbach, known to me to be the person making the above affidavit.

Signature: William J. STEWU
U.S. Civilian 4 346652
Office of Chief of Counsel for War Crimes, U.S. War Department
CERTIFICATE OF TRANSLATION

10 November 1947

I, PATRICIA E. WOOD, § 23.129, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. MIK - 12256.
I, Vladimir J. KANDL, AGO No. 447 certify herewith under oath that I have carefully examined 246 work-books (Arbeitsbuecher), taken from Friedr. KRUPP files in Essen, 177 of which were for men and 69 for women. All concerned came from Eastern occupied countries and started working in 1942.

Of the 177 Eastern male workers, 8 were born in 1923 - 19 years of age; 35 were born in 1924 - 18 years of age; 12 were born in 1925 - 17 years of age; 9 were born in 1926 - 16 years of age; 7 were born in 1927 - 15 years of age; 4 were born in 1928 - 14 years of age; 1 was born in 1929 - 13 years of age and 1 born in 1930 - 12 years of age. The remaining 100 were over 21 years of age at that time.

Out of 69 female workers, 11 were born in 1923 - 19 years of age; 8 were born in 1924 - 18 years of age; 9 born in 1925 - 17 years of age; 5 born in 1926 - 16 years of age, and 1 born in 1928 - 14 years of age. The remaining 35 were over 21 years of age at that time.

According to the entries in the work-books all of the laborers worked at KRUPP-KRAFTWAGENBAU and were employed as heavy labor.

The six work-books (Arbeitsbuecher), NIK-9539 identified as A, B,C,D,E,F, were a part of all the items examined and summarized.
in this affidavit and are representative specimens of the bulk of the items.

I have carefully read this one page of this declaration and have signed it personally. I have made the necessary corrections in my own handwriting and initialed them and I declare hereunder under oath that I have given the pure truth to the best of my knowledge and conscience.

signed: Vladimir J. Mandl

Vladimir J. MANDL, AGO 447

Sworn to and signed before me this 20th day of November 1947, at Nuernberg Ger. by Vladimir J. Mandl, known to me the person making the above affidavit.

signed: Joseph G. Gallagher

1st Lt. FA
Adjutant
Office of Chief of Counsel for War Crimes,
U.S. War Department.

" A CERTIFIED TRUE COPY "

- 2 -

END
Subject: Report for the month September 1943.

1.) Turnover

Turnover for the month under review amounted to 4,261,742.— Reichsmarks (preceeding month 3,571,715.— Reichsmarks, see enclosure 1).

2.) Orders received.

Orders received in the month under review totalled 3,351,454.— Reichsmarks (preceeding month 2,531,756.—, see enclosure 1). By adjusting the group prices (Gruppenpreise) of the NS 16-tractor, we suffered a loss of 287,752.—.

The contract for the supply of a Kaplan-turbine for the main power station Inns of the Oberreinsische Kraftwerke S.G. has been signed. Negotiations were started by the Plant 18, which had at the time received the 5 turbines which had been destroyed. The work has already been in progress for a long time and is likely to be completed about the middle of 1944.

3.) Items

a. Krone (motor vehicle construction).

In September 30 tractors were delivered. As far as we are able to judge, the required October quota of 40 will be reached. 10,000 working hours were needed for spare parts production in the wheeled vehicle's sector. (In the course of the next months the goal of 25,000 hours must be reached).

b. Haba (machine construction), special production.

1) Instrument 43.

The required quota of 3 pieces for September were 1.
Landstrasse. The damage suffered in material, as far as it is to be registered through the G.m.b.H., is estimated at approximately 50,000,000.- 500,000.-. Negotiations are still in progress with regard to the evacuation to another locality.

The Krupp repair shop East (Krupp Reparaturwerk Ost), formerly Saporoshje, is now located in Zloczow near Lemberg. Nothing is known yet as to whether it will ultimately be established there.

6.) Finance.
Enclosure 2 shows the monetary transactions during the month of September.
In the first days of October we received 34,000,000.- as a first installment for the costs of the plant evacuation.

7.) General items.
The new plan for cost accounts for Krawa (motor vehicle construction) and Keba (machine construction) has been drawn up and will be introduced in October. The question concerning the covering of our insurance risks is still unanswered as is also the question of the foreign exchange permit for the K works.

Amongst interesting visits the following may be mentioned:

a) Visit of the General LTIB of the Army Ordnance Office, who carried out a general inspection of the works, paying special attention to motor vehicle construction. In particular subjects were discussed.

b) Visit of Ministerialrat SÜNGARTZ, with whom we negotiated on fundamental questions. It was arranged, that we prepare a new basis for calculation, which is to be submitted not later than January 1944 and which may deviate from the present Ilmex and/or Krawa (motor vehicle) basis.

I, Hannah Schlesinger, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document in English.

Hannah Schlesinger
No. 20081
Report to the Manager of the Plant Sick Fund

(Betriebsschwerterkasse)

Director Habermas

Copies to: Dr. Hober

Labour Relations Office

Dr. Rust, company physician.

SUBJECT:

Lowering the sick-rate.

On Saturday and Sunday, the 16th and 17th, respectively, of December 1913, there was a meeting in Heppenheim, called by the Reich Association of Plant Sick Funds (Reichsverband der Betriebsschwerterkassen), of the Obmann (plant functionaries of the LF) of the working communities of the Landesgeschäftsstellen (Business Office for a Land) Baden and Alsace.

The following persons attended:

Herr dehn, Landesgeschäftsleiter (regional Secretary) Director Hubert of the Reich Association of Plant Sick Funds—Main Business Office Berlin, and about 15 Obmanns.

In these meetings discussions were held on statutory and the orders amending them, recently issued, administrative and technical matters of bookkeeping were brought up; difficulties of practical interest which come up in everyday transactions, were considered.

The main reason for the meeting on this occasion, however, was the question of: what can be done to lower the rate of sickness which at the present time has everywhere reached an abnormally high figure? Herr dehn first discussed the general situation with regard to the sick-rate, the causes of it and the methods may be used to lower it, as learned that the sick-rate in Germany as a whole presents a reason for serious concerns to the competent governmental authorities and the Sick Fund officials.

The Land firm, Hamburg, has a rate of sickness at the present time of 5% of the personnel. Army M.C. textile plant in Mannheim 6.4% in 1912, 5.6% in 1913. But the rate of sickness at Junkers Flugzeug and Flugmotorenwerk 12 to Strasbourg-Saint-Pierre, is catastrophic, with 12-16%. In addition, there is an extraordinarily high absence rate for other reasons of about 10% of the personnel, so that the total absence rate was as high as 25% at times, the chief cause, besides a certain amount of laziness, is the peculiar conditions of work-time labor allocation, and often, too, the inadequacy of labor within the plant, as to the ways of bringing about improvements there are countless in kind. One thing is certain, however; that in real success is being had with the usual methods tried up till now, in spite of all the efforts that have been made.

Herr dehn then gave the floor with respect to this problem to Herr Long, business manager of the Junkers Plant Sick Fund, so that the
was reached, and the manufacture of another 9 pieces for October guaranteed.

2) Instrument 10.
The remaining 16 pieces will be delivered in October.

Foot note: Telephone address: Blaue-Verke Telephone: 661-66 Teletype: 041639

3) b. 3.
The required quota of 50 pieces was reached, the required quota for October will also be reached.

4) Instrument 23.
The prescribed quota of 100 pieces was exceeded by 40 pieces, thereby making up partly for the arrears in August. By a production in October of 170 pieces, the total arrears against the prescribed quota figures will be eliminated.

MECHANICAL CONSTRUCTION.

Under the I9 program number 5 were delivered.

WIND CONSTRUCTION.
The scheduled increase has been maintained; the output will continue to increase.

SIGNAL CONSTRUCTION.
The signal construction department, within the framework of the report, may be regarded mainly as settled.

c. FOUNDRY.
In accordance with the letter dated 7 October, we will in future submit the report on the foundry under this figure. To give you a detailed report on this matter, we wrote a special report which Dr. Krieg, will deliver to you. As to the arrangements about the sale of the castings we furnished you with a copy at the time.

4) EMPLOYEES.

<table>
<thead>
<tr>
<th>Category</th>
<th>Number of workers employed</th>
</tr>
</thead>
<tbody>
<tr>
<td>indigenous workers</td>
<td>4,362 employees</td>
</tr>
<tr>
<td>foreigners</td>
<td>284</td>
</tr>
<tr>
<td>prisoners</td>
<td>365</td>
</tr>
<tr>
<td>Eastern workers</td>
<td>272</td>
</tr>
<tr>
<td></td>
<td>5,674</td>
</tr>
</tbody>
</table>

Through induction into the army we lost 3 employees, 6 workers. Other losses: 3 employees and 13 workers left the company. In September we were allocated 100 Italian prisoners, a further 250 Italian prisoners-on-leave are due to arrive in October, who, at first, will be channelled through the training workshops. There is still an uncovered demand for labor amounting to 49 per cent in the motor vehicle construction if the required increase in production is to be achieved.

5) FRENCH FACTORIES AND AFFILIATED PLANTS.
The Frankfurter Heissfahrschutz G.m.b.H., Frankfurt/Main, was completely destroyed. The plant was located in the rented premises in January.
Landstraßen. The damage suffered in material, as far as it is to be registered through the G.m.b.H., is estimated at approximately £ 400,000 - 500,000. Negotiations are still in progress with regard to the evacuation to another locality.

The Krupp repair shop East (Krupp Reparaturrewerk Ost), formerly Saporoshje, is now located in Zloczow near Lemberg. Nothing is known yet as to whether it will ultimately be established there.

6.) Finance.

Enclosure 2 shows the monetary transactions during the month of September.

In the first days of October we received £ 4,000,000 as a first instalment for the costs of the plant evacuation.

7.) General items.

The new plan for cost accounts for Krawa (motor vehicle construction) and hafa (machine construction) has been drawn up and will be introduced in October. The question concerning the covering of our insurance risks is still unanswered as is also the question of the foreign exchange permit for the F-works.

Amongst interesting visits the following may be mentioned:

a) Visit of the General Director of the Army Ordnance Office, who carried out a general inspection of the works, paying special attention to motor vehicle construction. No particular subjects were discussed.

b) Visit of Ministerialrat SÜGARTZ, with whom we negotiated on fundamental questions. It was arranged, that we prepare a new basis for calculation, which is to be submitted not later than January 1944 and which may deviate from the present Elmag and/or Krawa (motor vehicle) basis.

E L M A G
Werk Elmag
Maschinenbau, m.b.H.

(signatures:) ALFRED SCHMIDT BI (ZIEG) ?

(handwritten:) 133 b

I, Hannah Schlesinger, 20081, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No TIK-8904.

Hannah Schlesinger
No. 20081

August 4, 1947
Landstrasse. The damage suffered in material, as far as it is to be registered through the G.m.b.H., is estimated at approximately Mk 400,000. - 500,000. - Negotiations are still in progress with regard to the evacuation to another locality.

The Krupp repair shop East (Gruppe Reparaturwerk Ost), formerly Saporoshje, is now located in Zloczow near Lemberg. Nothing is known yet as to whether it will ultimately be established there.

6.) Finance.
Enclosure 2 shows the monetary transactions during the month of September. In the first days of October we received Mk 4,000,000. - as a first instalment for the costs of the plant evacuation.

7.) General items.
The new plan for cost accounts for Krava (motor vehicle construction) and Faba (machine construction) has been drawn up and will be introduced in October. The question concerning the covering of our insurance risks is still unanswered as is also the question of the foreign exchange permit for the K works.

Amongst interesting visits the following may be mentioned:

a) Visit of the General LTB of the Army Ordnance Office, who carried out a general inspection of the works, paying special attention to motor vehicle construction. In particular subjects were discussed.

b) Visit of Ministerialrat Jungartz, with whom we negotiated on fundamental questions. It was arranged, that we prepare a new basis for calculation, which is to be submitted not later than January 1944 and which may deviate from the present Elmag and/or Krava (motor vehicle) basis.

E L H A G
Werks Innung
Maschinenbauges. m.b.H.

(signatures:) [Handwritten]

(handwritten:) 133 b

CERTIFICATE OF TRANSLATION
August 4, 1947

I, Hannah Schlesinger, 20081, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. FIK-8004.

Hannah Schlesinger
No. 20081

[Handwritten] - 3 -
Report to the Manager of the Ilmen Sick Fund
(Betriebskrankenkasse)

Director Habermann

Copies to: Dr. Huber

Industrial Relations Office

Dr. Rust, company physician.

CONFIDENTIAL

Subject: Ways lowering the sick-rate.

On Saturday and Sunday, the 16th and 19th, respectively, of December 1943, there was a meeting in Heppenheim, called by the Reich association of Plant Sick Funds (Betriebskrankenkasse), of the Obmanners (plant functionaries of the LfF) of the working communities of the Landesgeschäftsstellen (Business Office for a Land) for Bacon and Alsace.

The following persons attended:

Herr Jahn, Landesgeschäftsführer, (Regional Secretary) Director Markel of the Reich association of Plant Sick Funds, Main Business Office Berlin, and about 15 Obmanners.

In these meetings, discussions were held on statutory and the orders amending them, recently issued. Administrative and technical matters of bookkeeping were brought up; difficulties of practical interest which come up in every-day transactions, were considered.

The main reason for the meeting on this occasion, however, was the question of what can be done to lower the rate of sickness which at the present time has everywhere reached an abnormally high figure.

Herr Jahn first discussed the general situation with regard to the sick-rate. He assessed the situation with regard to the sick-rate, "that causes of it and what methods may be used to lower it. It is learned that the sick-rate in Germany as a whole presents a reason for serious concern to the competent governmental authorities and the Sick Fund officials. The Lenz firm, Hameln, has a rate of sickness at the present time of 19 - 23% of the personnel. Army and textile plant in Fraschbach, 22% of the personnel. The rate of sickness at Junkers Flugzeug and Flugmotor plant in Strasbourg, was catastrophic, with 12 - 16%. In addition, there is an extraordinarily high absence rate for other reasons of about 10% of the personnel, so that the total absence rate was as high as 25% at times. The chief cause, besides a certain amount of laziness, is the peculiar conditions of wartime labor allocation; and often, too, the unfair distribution of labor within the plant, as to the ways of bringing about betterness. One thing certain in kind, one thing certain, however, that no real success is being had with the usual methods tried up till now, in spite of all the efforts that have been made.

Herr Jahn then gave the floor with respect to this problem to Herr Lang, business manager of the Junkers Plant Sick Fund, so that the
The latter speaker might give us an account of the measures taken at his firm.

Mr. Lang said the following in substance:

'the union-of high rates of sickness and absenteeism on account of a considerable length of time. All previous methods were used. Of 500 cases of sickness per month, 200 were turned over to the confidential physician. The checks on sickness were increased. Five visitors of patients kept check at all times on those who reported sick, such as after holidays and on Sundays. Trusted members of the plant personnel were also charged with checking sickness. These methods did succeed in bringing about a somewhat lower sickness rate, but were far from bringing the desired result. After negotiations with the supervising authorities (over)

Dr. Meyrauch, Confidential Physician for the Land District, Rhineland and Westphalia, was instructed (unterbezirkstätiger) with extraordinary powers. He was to be the patient brought forward and without work from the sick list to 90% of whom the would talk as the for work. The patient was given the same treatment, but more recorded as fit for work. It was supposed to every patient, in some cases after consultation with the plant superin-
tendent (Vorarbeiter), the order on a change of job-location that at the present day it was not necessary for every one to be 100% fit in order to work. A former or an independent craftsman continues to work even though he sometimes is not in the best of physical condition and should be in bed. Every person who had suffered a time - the explanation went on - have the same experience. They return to their work in the workshops without being concerned about their health and, in addition to that, the extra work assigned to them by the local groups (Arbeitspapier). For to mention the soldiers at home and at the front. There is now time off is taken under sick-leave, unless a person is really sick. In such a case he is taken care of, so that he has everything to recover.

After a statistical compilation had been made of the "Unable to work" certificates issued by the physicians, the latter were confor-

( page 2 of original continued)
Mr. Heyrouch's mission is to visit our industrial area, too, and to help us lower the high rate of sickness here.

According to the opinion of the Reich association, sickness of not higher than 5% is to be considered tolerable under present-day conditions.

21 December 1943.

Certified Sick Fund of the
FIIM 6

Hans Blasch, Maschinenaugeninnsellschaft m.b.H.
The Business Manager

(signature): illegible.

CERTIFICATE OF TRANSLATION

17 December 1947

I. George Goodman, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document No. NIK - 12 635.

George Goodman,
No. 34789.
To the Works Office

Your Reference

Your communication of

Our Reference

Re: Works Protection

Measures against loafing / Foreigners

The foreign workers which were reported to us

Fact. No. 642033
2138
2537
1857
2867
2137

Axd
Axd
Anton chin
Kla. zorn
Nos
Kolusch

have been warned on 3 February 1944 by Prim. Sekr. Krauss of the Security Police.

The Eastern worker Prozenko, Fact. No. 3946 we reported to the Security Police on 21 January 1944. The investigation is still pending.

Director of Works Protection:

(Signature) Stammer
Works Protection

(Netzebezkanzei)
Works Office
18 February 1944

Schn.

Re: Punishment of Foreigners

We have been informed by the management of the workers that the punishment of foreign workers will be dealt with by them there. We have not yet received the written warning or punishment of the foreigners listed below. Please let us know whether in the meantime steps have been taken regarding this.

<table>
<thead>
<tr>
<th>Fact. No.</th>
<th>Name</th>
<th>Nationality</th>
<th>Reported</th>
</tr>
</thead>
<tbody>
<tr>
<td>612033</td>
<td>Abed</td>
<td>Spaniard</td>
<td>21 Jan. 1944</td>
</tr>
<tr>
<td>2537</td>
<td>Antonychin</td>
<td>&quot;</td>
<td>30. Nov. 1943</td>
</tr>
<tr>
<td>1857</td>
<td>Ilyzyzn</td>
<td>&quot;</td>
<td>15 Jan. 1944</td>
</tr>
<tr>
<td>2837</td>
<td>Nos</td>
<td>&quot;</td>
<td>15 Jan. 1944</td>
</tr>
<tr>
<td>2137</td>
<td>Kywusch</td>
<td>&quot;</td>
<td>10 Jan. 1944</td>
</tr>
<tr>
<td>3946</td>
<td>Prozenco</td>
<td>Eastern</td>
<td>14 Jan. 1944</td>
</tr>
</tbody>
</table>

(Signature) Gres

- 2 -
To the Workers Management
per Herr Langlaese

Re: Reporting about loafing, workers.

The Spanish worker A B C D, Antonio Fact.No. 642013 has been absent from work without excuse from 16 January 1944 to 13 January 1944. He claims to have been ill. He has no attest from a doctor.

(Signature) Tres

"End"

CERTIFICATE OF TRANSLATION

I, E. N. Redelstein A30 X Old 289, hereby certify that I am a duly appointed translator for the Danish and English languages and that the above is a true and correct translation of the document No. MY-10782.

23 October 1947

E.N. Redelstein
A30 X Old 289

END.
TELETYPED LETTER VIA PUBLIC NETWORK

Expedition No. 19 July 1944 Initial

Subject: 1.45 p.m. Expedition No.

Your reference: Our reference:

initialed: E (EBERHARD)

TEXT:

KRUPP ESSEN ELSASSWERKE MUEHLHAUSEN 18 July 1944 2:52 PM

TO DIRECTOR EBERHARD

SUBJECT: T-MOTORS -------- HERR SCHNIEDERS HAS TODAY INFORMED US BY TELETYPING THAT ON THE OCCASION OF A PROGRAM DISCUSSION IN THE MAIN COMMITTEE MOTOR VEHICLES HE BROUGHT THE SUBJECT WITH HERR VORWIG. CONTRARY TO HIS PREVIOUS ATTITUDE HERR VORWIG HAS INFORMED US THAT WE WILL BE ELIGIBLE FOR THIS IF LARGER NUMBERS ARE NEEDED. HE WILL SPEAK TO HERR SCHLAP IN FAVOUR OF THIS PROJECT. HERR VORWIG SPOKE OF 500 to 1000 PIECES PER MONTH. IN HIS OPINION THE CLARIFICATION OF ALL QUESTIONS WILL TAKE AN ADDITIONAL 1 to 2 MONTHS. SO HERR SCHNIEDERS ASKS US TO TREAT HIS WHOLE PAPER BUT ABOVE ALL HIS DISCUSSION WITH HERR VORWIG IS CONFIDENTIAL IN ORDER NOT TO ANNOY THE MAIN COMMITTEE. THE LABOR QUESTION CONNECTED WITH THE MOTOR PROBLEM WAS ALSO MENTIONED. HERR SCHNIEDERS HAS CONTACTED ORIENBURG CONCERNING CONCENTRATION CAMP INHABITANTS AND HE WILL GIVE MORE DETAILED INFORMATION TO-MORROW. HALS KRUPP ESSEN ELSASSWERKE MUEHLHAUSEN.

Place of expedition:

Date:

Expedition time or receipt: transmitted by

(Nota for Telegraph: Original with teletyped letter to be returned to Place of expedition)

CERTIFICATE OF TRANSLATION

19 June 1947

I, Mary Flack PERRY No. 20136, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. MI-2968.

Mary Flack PERRY
No. 20136
Secretariat Houdremont
( illegible) 6385
( illegible) 22 September

A.K.D. (Artillerie Konstruktions Abtig. E)
Artillery Construction Section
No. 657 g
In: 23 September 1944
Answered:

Secret

Sender: MMV, Werke Less, Maschinenbaugesellschaft m.b.H.
Kuchハウス, Less (illegible)-Strasse 1

Initial J (Scherhardt)
25 September

(handwritten note illegible)

To:
Fried. Krupp

For the attention of Director BEHERARDT

(handwritten:)

File: II 29103-A

In charge: Oberhardt

V. Mueller/Oberhardt

(handwritten initials:) Ht (Houdremont)

your ref, your letter our ref, our letter, our ref.
dated dated Management 12 September 1944

subject: Export for the month of August 1944.

1) Turnover (see enclosure 1).
The monthly turnover of 4,973,385,— RM was only a little short of the turnover of the preceding month which amounted to 5,311,837,— RM. Thus, since the beginning of the financial year, the 60 million figure has been surpassed.

2) Development of orders (see enclosure 1).
Orders received in August 1944 amounted to RM 564,359.—. Further comments are necessary.

3) Plants.
55 29 10-12 ton tractors were delivered. The bomb damage suffered on 3 August 1944 was principally responsible for the failure to reach the scheduled production. In addition, another 29 undercarriages were completed.
130 Haybach crankshafts were delivered.
Spare parts supplied amounted to RM 1,309,000,—, as follows:
a) tractors: 580,000 RM (sales value)
b) wheeled vehicles 77,900 RM (sales value)

- 1 -
b. *k.a.b.a* (Maschinenebau - machine construction).

Special manufacture.

1) *Instrument 43 - 10.5 cm SK 0/32 r L in 2.5 cm rNL 0/32.*
8 instruments were completed and despatched.

2) *2.3 - Column gun-carriages (Saulenlafetten) for machine gun 151.*
58 column gun-carriages were despatched.

Again this month difficulties were encountered with regard to coupling heads, which the firm of Beta is supplying. They have now been promised a monthly supply of 120 coupling heads.

Foot note: Telegram address: *Jass York* Telephone 681-65
Teleotype: 041699

3) *Instrument 36 - Torpedo tail pieces.*
270 torpedo tail pieces were produced and invoiced.

4) *Compressor construction.*
Work continues according to schedule.

5) *Inch construction.*
Manufactured:
- 2036 DIN (Deutsche Industrie Normen - German industrial standards)
  - Steel winches: 545
  - Wire winches: 2381 in total

- Foundries - foundry 1.

1) *Centrifugal casting.*

63175 good quality slugs were produced by centrifugal casting, of which number 54173 were delivered.

- Foundry II.

*38 mm field howitzer 38 (10.5 cm high-explosive shells).*

14001 shells were cast and rough-planned, 14309 were sent out.

Purchase.

With regard to deliveries of material by sub-contractors the same difficulties were encountered on the whole as in the preceding month.

Employees and labor allocation.
Number of employees on 31 August 1944:

- Factory hands: indigenous 5 345
- Foreigners: 328 (civilian)
- Eastern workers: 294
- Prisoners-of-war: 6 464

- 3 -
Personnel losses were made up with new intakes.
There is little change in the number of personnel as compared
with the preceding month.

For security reasons the first contingent of KZ (concentration
camp) inmates allocated to us was again removed from the
factory. The KZ operation has been stopped.

Finance.
Enclosure 2 shows the cash position in August. Receipts were
less than anticipated resulting in an adverse balance of
RM 77,000. - when comparing receipts with expenditure.

We are informed that we may shortly expect another 2 million
Reichsmarks as payment on account for transfer costs.

French factories and external works.
The Krupp-Reparaturwerk (Krupp repair shop) at Paris, together
with the staff and a small part of the material, was able to
withdraw at first to Luxembourg. A detailed report is not yet
available.

Of the Krupp-Reparaturwerk (Krupp repair shop) at Brussels
we only know that the staff has arrived at Essen and at
Dortmund respectively. We have no particulars from them either.

The Krupp-Reparaturwerk (Krupp repair shop) at Gorak Kalwaria
completed its transfer to the Gross-Krupp Berlin. Except
for those, taken over by the Gross-Krupp, all employees
arrived here. The labor contract has been terminated by the
Army High Command (OKH).
On 3 August 1944 the management drew up a report on the present conditions at Muhlhausen, which was sent to you for information. Working conditions continue to deteriorate because, due to the proximity of the front, public air-raid warnings are in operation from morning till night, train service is possible only at night and is very often completely interrupted. We are in constant touch with the Armament Inspectorate at Strasbourg in order to be informed with the least possible delay of any evacuation date. The position is changing hour by hour.

The Central Committee Motor Vehicles, through the Armament Inspectorate, ordered us to establish a main repair workshop at the Sudeisenbaugesellschaft m.b.H., Nuernberg. The machinery needed to operate such a workshop has left the works in the meanwhile, as also further machinery loaded on our own responsibility.

Every available goods wagon was requisitioned for this action. Loaded at present: 55 machines for repair workshop, about 100 machines for other purposes. (Position on 14 September 1944.) The advance unit and the first group of teams have already left the works. A further transfer has not yet been approved.

We have, however, received from various committees and cartels request for the transfer of further plant units; these applications, however, have not yet met with the approval of the competent offices of the Armament Inspectorate. The Gauleiter, also, opposes such a transfer at present.

A meeting of the crankshaft committee took place here on 1 August 1944. For details see special file note. On 3 August 1944 Herr Hüff and Herr COLIGNON took up their duties as managers of the Bildag C.m.b.H.

On 3 August 1944 the Bildag was damaged in an air-raid, directed chiefly against the communication lines of Muhlhausen (see July report and special report). On 8 August 1944 discussions were held with the representatives of the cast-iron sales department, Wesen, on the questions of plant operation and sales; where agreement was reached.

At Heidelberg, on 14 August 1944, negotiations took place with the representative of the Army High Command with regard to our transfer costs, about which a separate memorandum was made out.

On 18 August 1944 Ministerpräsident KOSCHÉ paid us a visit, there is nothing in particular to report.

Director SCHAF, on 25 August 1944 as well as during the last few days, repeatedly called on us. The discussions mostly centred around the transfer of the Zgkw-sector and the erection of the main repair workshop.

EMAG, Verkeilsleihe, Maschinenbaugesellschaft m.b.H.

(signature): HUPF
I, Hannah Schlesinger, 20081, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document to NIK-8907.

Hannah Schlesinger
No. 20081
Hamburg, 29 October 1944

Saudwokc

Dear Dr. Schumacher,

The day before yesterday I received knowledge of the visitors expected there, and I am now sending Herr Kleemann to you, who, moreover, obtained the information in Berlin on his own part, to inform you as accurately as possible about everything. Thereupon we immediately set up a plan, and I am sending you a copy and the stenographic report, enclosed, for your information.

From the stenographic report you may see that we decided, in agreement with Herr H u p o , to fully employ the 1,200 workers, as provided according to your filed note of the 18th of this month, on production of parts and assemblies. We believe that you will be agreeable to this proposal particularly since you yourself were the one who brought it about that, in the case of Flink production, too, the assembly of the 10,5 cm is being done in Groditz, because it appeared to you that it would involve too much risk to have it done in Kauhauzen. The situation with regard to tractors is exactly the same as for the 10,5 cm Flink. Complete motors, tracks, rubber, etc., would have to be delivered there, all of which could be avoided if the assembly is done in Nuernberg, especially since the assembly as such requires very small wages for production.

With regard to the Alsation workers, I would like to point out that, if they should be needed in Kauhauzen, the Alsations should stay in Kauhauzen, of course; the Nuernberg and Kulmbach Works would then have to get along with concentration camp prisoners - as has, indeed, been considered.

In any case, we request that, in the discussions with Herr Hdl. S a u o r , you base your dealings on the plan which is being forwarded herewith, so that there may be no contradictions under any circumstances.

In addition, we would be glad if you come to Hamburg on or about 6 November - we selected this approximate date, because Herr H u p o is on a trip at the present time - so that we might all discuss those questions together again and vote on them. The condition for your journey here, of course, would be that you would have received the expected visit of Herr Hdl. S a u o r , in the meantime.

For all types of production, the tractor assemblies as well as motor vehicle spare parts, Kauhauzen will duly receive order sheets from the sales departments here. The papers will be prepared in such a way that they may be discussed and handed out to you on your visit.

Yours sincerely,
Herr Kloomann will also give you instructions on the fact that no person, not even any governmental agency (Armament Inspectorate, etc.,) may be informed about the prospective visit of Herr Sauor. For you, too, this particular visit is a surprise.

With sincere greetings,

(signature initial.) Herbert Collignon

Enclosures

Bamberg, 29 October 1944.

Production of 12-ton tractor units at Suedwerke and the Blanq (Blaschische Heischinenbau A.G.)

The following points were agreed on at the meeting held on 11 October 1944 at the office of the chairman of the Armament Commission, Rudolfoh Kollinger, with the representatives of the High Command of the Army, Kurt Hordonburg and Inspector Schmidot; the representative of the Special Committee, Chief Engineer Lendwong, and the business management:

The High Committee on Motor Vehicles, as well as the High Command of the Army, demand that program 4 be carried out as previously set up without any departures. This would mean 100 vehicles from January on. Of these, 100 vehicles are to be produced by the Suedwerke, and the remaining 40 vehicles are to be supplied through sub-contractors. The assembly is to be made at the Suedwerke. The production of parts and of assembled units is also carried out in Wochhausen by the sub-contracting system. The same policies will govern in this connection as were applied to production in France and Italy, that is, the production must be considered as supplementary. The production of 100 vehicles must be complete in the Reich, under the responsibility of the Suedwerke. On the other hand, subject to the facilities existing, besides the 40 sets for the series, a certain amount of spare part production, namely, from 30 to 45 sets, must also be located at Wochhausen. The employment possibilities will thereby remain at the level set in the file note of 18 October 1944.

The carrying out of the program at the Suedwerke requires that the workers lost through the relocation will soon be replaced.

This will involve the following:

1) Replacements for sick German firm personnel who are not to be relocated and who have been released to Essen (about 75).
2) Replacements for the Italians (about 250) from the tractor Production Department who were allocated to Groditz instead of the Italian workmen.

3) Replacements for approximately 400 Italian personnel not relocated here along with the other workers.

4) Replacements for the 1,000 concentration camp prisoners which had been planned for Muelhausen.

Since, under the most favorable circumstances, about 80-100 workers might be made available in Kulmbach from the closed breweries, who could serve as replacements for the personnel relocated to Essen, men belonging to the personnel from Muelhausen would have to be released to the South Works as far as possible, by means of a directive of the Fuehrer of the plant, to replace the remaining workers needed.

The following unit assemblies and parts are planned for production in Muelhausen:

frames  60 sets of the series, 5 sets of spares, Total 65 sets

front axles  40 sets of the series, 30 sets of spares, Total 70 sets

(gear cases
(including triangular axle units)  40 " " " " 30 " " " " 70"

gear cases  40 " " " " 30 " " " " 70"

gear wheels, 40 " " " " 30 " " " " 70"

gear-shift forks, " " " " " rods.

x) 5) Replacements for the 350 prisoners in Ennshaim Penitentiary who had formerly been used as labor.

As far as there are manufacturing facilities for gear wheels with the machines existing. The individual items are still being determined in detail.

side shafts, 40 sets of the series, 30 sets of spares, Total 70 sets

flanged shafts,"

boreing boxes,"

trailer couplings  40 " " " " 60 " " " " 100"

rope winches  40 " " " " 10 " " " " 50"

hand-and foot- grips"

lever gear  40 " " " " 20 " " " " 60"

pivot arms  40 " " " " 50 " " " " 90"

running wheels"

chain wheel"

drives  40 " " " " 25 " " " " 65"

Small parts where possible.  - 3 -
Since the Elmag has a rather large number of automatics and turret lathes available, it would be immediately possible to manufacture small parts in considerable numbers at a minimum of operating time. The small stocks of materiel and the difficulties of procuring it make it necessary that the separate production parts be forced through as rapidly as possible and sent immediately after manufacture to Nuernberg. Further, the regulation of the Röchlein Minister for Armament and War Production requires that, at the danger points, the best material and especially finished parts such as ball bearings, motors, electrical parts, rubber, etc., are stored for the next 12 days in a given case. It is therefore impossible at the present time to leave finished parts in Muelhausen or to send them there. It is planned to send the first 100 sets made in Muelhausen to Nuernberg for assembly. In this connection an exception may be made in the case of the trailer couplings, which do not require important bottleneck material.

Where this restriction prevents the employment of the labor forces, numbering about 100 men, the problem must be studied in how far they can be employed by means of increased production of motor vehicle spare parts. Where this cannot be done, they should be released - in particular the skilled workers, such as electricians, installation mechanics, etc., - as speedily as possible to Nuernberg and especially, to Kulmbach.

With regard to the return of machine tools to Muelhausen, this need not be considered, because all the machines are needed in Kulmbach under the program requested. Where separate parts cannot be finish-machined in Muelhausen, they are to be brought to the most advanced stage of completion possible with the equipment there, and the remaining processing will be done in Kulmbach (for example, the grinding of key ways, etc.)

Plant equipment is on the way to Muelhausen from Daimler-Benz in a freight car, from which the Elmag must take the jigs and tools which are absolutely necessary for manufacture. This working equipment of Daimler-Benz represents the last reserves, now that a complete set of the firm of Krupp-Kraft was lost in France. Therefore, steps must be taken that the equipment not directly needed will be stored at some other place (Muelhausen), and that in case of danger all the equipment at the Elmag which is in use can be carried away as quickly as possible.

S u c h  w o r k  c o .

CERTIFICATE OF TRANSLATION

17 December 1947

I, George Goodman, No. 34769, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document No. NU-12517.

George GOODMAN, No. 34769.
Subject: Monthly report for November 1944.

The month of November had crucial importance for the fate of the Alsatian plants of the Elmg (Illsässische Maschinenbau e.G.) for in the afternoon of 20 November 1944 the enemy forces penetrated the city of Holzhausen, with the result that the operation of the plant could not be continued. Reports on the subject are available which describe the events in detail.

The occupation of Holzhausen and of Upper Alsace took place at such a surprising pace that, unfortunately, we are unable at the present time to give definitive figures up to 20 November.

1) Turn-over.

The turn-over for the Machine Construction Department was recorded in Holzhausen, and the figures cannot be reconstructed from here. There was no turn-over for the Motor Vehicle Department because of its having been moved.

2) Fluctuation in orders.

The value of contracts of the Motor Vehicle Department amounted to 114,957,890,- RM in the month of the report, and, accordingly, there is no change from the previous month.

3) Shop Operation.

a. Motor Vehicle Department.

Reports are being regularly turned in on the state of the removal operations. Two boats which had been loaded with material in Holzhausen failed to arrive at Holbeam, where re-shipment by freight car was to be made to Franconia. As a result of the freight car stoppage during the last 14 days, which had been ordered previous to 20 November, and of the shortage of workers in Holzhausen, a good deal of the
material prepared for transport remained behind, in particular a large part of the household goods of the employees affected by the removal.

We shall not be able to give a precise account of the salvaged assets until all the freight cars have been unloaded and the material has been inventoried.

Pile: II 29/33

Official in Charge: Eberhardt

Distribution: Albrecht von Behlon/Goerons/Jansen/ E.Mueller/

Houdromont/E.Mueller/Eberhardt/Studolf

Difficulties presented themselves in the planning of operations. Moreover, some of the plans that were made had to be revised, because either the space allotted was not suitable for the intended production departments, or objections by third parties were raised against the utilization of the space claimed by ourselves.

The quartering accommodation for the firm's employees in Kulmbach, Brumberg and Nuremberg soon to be assured at the present, although for the time being, new shifts have to be made.

We shall arrange the future monthly reports according to the following scheme until production gets under way:

1) Freight cars unloaded
2) Freight cars not unloaded
3) Machines unloaded
4) Machines not unloaded
5) Material received in estimated numbers of tons
6) Departments which have begun operations
7) Completed plans.

We shall be able to begin operations in most of the plant sections where the assistance promised by the Staff of the Regional Armament Office is supplied according to schedule.

a. Leba (Machine Construction Department)

Special production:

1) Equipment unit 43 - 10.5 cm SK C/32 n L in 8.8 cm H/L C/30

5 units were built by 20 November; 3 units had to remain behind in the works.
TRANSLATION OF DOCUMENT No.NIK-8905 CONTINUED

2) **Mk 3 - column-type gun mounts for IJN Gun**

Of the completed 96 units, 46 could still be shipped.

3) **Unit 35 - torpedo tail pieces.**

Only a few torpedo tail pieces were fitted with propellers. Otherwise production came to a halt.

4) **Construction of compressors.**

The compressors, on some of which a great deal of preliminary work had been done, could no longer be delivered.

5) **Work construction.**

There were no reports from the Dungeness plant on winches produced.

6) **Purchasing Department.**

Because of delay in the receipt of the records, the Purchasing Department could not resume operations until the end of November.

5) **Number of firm employees and workmen in service.**

On 31 October the Blaag had a total personnel of 7,370

Of the above the following number remained behind 6,136

So that the Suedwerk have at their disposal 1,234

The above number is broken down as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common and ordinary apprentices</td>
<td>624</td>
</tr>
<tr>
<td>German nationals (Inlander)</td>
<td>307</td>
</tr>
<tr>
<td>Civilian foreign workers</td>
<td>92</td>
</tr>
<tr>
<td>Eastern workers</td>
<td>3</td>
</tr>
<tr>
<td>Employees and commercial</td>
<td>307</td>
</tr>
<tr>
<td>German nationals</td>
<td>3</td>
</tr>
<tr>
<td>Civilian foreign workers</td>
<td>92</td>
</tr>
<tr>
<td>Total</td>
<td>1,234</td>
</tr>
</tbody>
</table>

Unfortunately, we were unable to bring along all the German personnel from Illhausen to Germany proper. Prokurist Carl was placed in a prisoner-of-war camp of the United States forces on the occasion of his induction into the Volkssturm. Various members of the personnel who lived in the outlying districts and in the southern part of Illhausen were unable to establish connections with the personnel who were the last to leave.
6.) Motor Vehicle Designing Department.

The operations in detail of the Designing Department may be
learned from the report by Herr Megelbruch to Director Eberhardt.
Regular work was resumed. A special report will be submitted on
Operation Dampfschloppener (Operation Steam-Tug).

7.) Finances.

The bank statements available up to the last day and the cash-
book show that in November disbursements of 1,706,600 RM were
made and that receipts amounted to 670,000 RM. There is thus a
deficit of 1,035,000 RM.

At the present time the financial situation of the Sudwerk is
such that the firm has enough cash at its disposal to meet its
financial obligations through January 1945. However, in so doing
a certain delay in payments due to suppliers for the Machine Con-
struction Department will be held back.

On 8 December the provisional final report of our costs for
the removal from Essen to Halberstadt were drawn up. We shall
supply the details thereof in the December report.

8.) Affiliated Branches and Subsidiary Works.

Operations have been resumed in the meantime by the Krupp-Re-
paraturwerk (Repair Works) Solingen-Hild.
The Krupp-Kraftfahrzeuge G.m.b.H., Berlin, was not damaged in
the air-raid on Berlin on 5 December 1944.

Minor damage was caused in Hannover; however, the operation of
the plant was not affected thereby to any extent.

9.) Other Matters.

Pursuant to a now decree by the Reich Ministry of Justice it
will be possible to register the Sudwerk G.m.b.H. in the
Commercial Register at the Amtsgericht (Local Court) in
Bamburg and to annul the Alsatian prokurists (their right
to sign and act for the firm) of the Elmag.

(strap:) SÜDEWIRSE

(signatures:) Collignon Biogi
TRANSLATION OF DOCUMENT No. NIK-8905
CONTINUED

CERTIFICATE OF TRANSLATION

15 December 1947

I, George Goodman, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document No. NIK-8905.

George GOODMAN, No. 34789.

- 5 -
" END "

- 6 -
<table>
<thead>
<tr>
<th>Exhibit Document No.</th>
<th>Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>MIX-10592</td>
<td>Affidavit of Xavier JACQUELIN, General manager of SOCIETE ALSACIENNE DE CONSTRUCTIONS MECHANIQUES (also called S.A.C.M. or ELMAG A.G.) re history of Kрупп's activities in Alsace in connection with ELMAG, giving pertinent facts of traditional and war time production of ELMAG, use of slave labor, and removal of machinery.</td>
<td>119-27 Aug 1944.</td>
</tr>
<tr>
<td>MIX-3288</td>
<td>Minutes of conference in Berlin on 27 March 1943 re: transplanting of KNAPP to ELMAG plant to enable Kрупп to continue war production in France after air raids had destroyed plants in Essen.</td>
<td>Attached detailed description of production, capacity, capital, etc. of French ELMAG A.G. plants.</td>
</tr>
<tr>
<td>MIX-3282</td>
<td>Secret agreement between German Chief of Civil Administration in Alsace and KNAPP re: transfer of French ELMAG plants to Kрупп management.</td>
<td>Dated: 31 March 1943.</td>
</tr>
<tr>
<td>MIX-6233</td>
<td>Minutes of conference of KNAPP personnel re: transfer of Kрупп war production from Essen to France and establishment of a new Kрупп-owned corporation to manage French-owned ELMAG plants.</td>
<td>Dated: 6 April 1943.</td>
</tr>
<tr>
<td>Exhibit Document No.</td>
<td>Description</td>
<td>Page No.</td>
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<tr>
<td>HKX-5000</td>
<td>Memorandum concerning a long distance call of Karl VORMANN to Civil Administration re: foundation, name, etc. of new KNUFF-owned corporation to take possession of French ELMAC plants. New company would act as potential buyer of French ELMAC plants. Dated: 7 April 1943.</td>
<td></td>
</tr>
<tr>
<td>HKX-5233</td>
<td>Secret letter of German Armament and Munitions Ministry to KNUFF, objecting to KNUFF's desire to replace all leading officials in ELMAC plants with KNUFF personnel. Dated: 16 April 1943.</td>
<td></td>
</tr>
<tr>
<td>HKX-5266</td>
<td>Secret letter of KNUFF firm to German Armament and Munitions Ministry re: technical and personnel problems connected with transfer of KNUFF to ELMAC. Dated: 20 April 1943.</td>
<td></td>
</tr>
<tr>
<td>HKX-5284</td>
<td>Letters of German Armament and Munitions Ministry to KNUFF firm and Chief of Civil Administration, indicating that even the German appointed commissar, Peter BMLNER, felt that the sequestered French-owned ELMAC A.G. had been &quot;raped&quot; by KNUFF. Dated: 4 May 1943.</td>
<td></td>
</tr>
<tr>
<td>HKX-5002</td>
<td>Memorandum of Karl VORMANN re: conference in German Armament and Munitions Ministry re: compensation for costs of the transfer of KNUFF from Essen to Alsace. Dated: 8 May 1943.</td>
<td></td>
</tr>
<tr>
<td>HKX-1288</td>
<td>Record of establishment and text of statute of the KNUFF-owned ELMAC G.m.b.H., giving details on capitalization, names of responsible personnel, etc. Dated: 8 May 1943.</td>
<td></td>
</tr>
<tr>
<td>HKX-5253</td>
<td>Letter of Office of Chief of German Civil Administration in Alsace to Director Peter BMLNER, commissar of ELMAC A.G., confirming that the ELMAC plants have been ceded to KNUFF and must be turned over to the KNUFF-owned ELMAC G.m.b.H., as of 1 May 1943. Dated: 16 May 1943.</td>
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<tr>
<td>Exhibit Document No.</td>
<td>Description</td>
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<tr>
<td>KIX-6231</td>
<td>Letter of approval by German Chief of Civil administration to ELMAG, permitting establishment of ELMAG C.M.B. in Kalhausen (handed to Earl HERBARD).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dated: 1 June 1943.</td>
<td></td>
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<tr>
<td>KIX-7095</td>
<td>Letter of Earl HERBARD to German Chief of Civil Administration re: estimate of value of materials of ELMAG A.2.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dated: 7 July 1943.</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT DOCUMENT BOOK NO. 3 (cont'd.)

SELCO
Case No. 10

Exhibit Document

No. 7097

Export opinion on the value of
materials in SELCO ..., submitted
by HERMANN TAUSSIG, SELCO,
Dated: 20 April 1943.

No. 7099

Letter of KMUN to German Chief of
Civil Administration, re: technical
problems of SELCO. KMUN raises offer
for materials to 15 million marks.
Letter confirms among others that peace
time production of SELCO has practically
terminated in favor of KMUN war production.
Dated: 20 August 1943.

No. 7799

Agreement between German Chief of Civil
Administration in France, comissarial
management of French SELCO, KMUN,
KMUN-E tapes, and (KMUN-owned) SELCO
G.L.-B., establishing KMUN as the legal
administrator and operator of the SELCO...1.
Dated: 5 July 1944.

No. 11632

Order of French Tribunal at Mulhouse
voiding all agreements concluded by the
germans during occupation with respect
to SELCO... (SELCO G.L.),
Dated: 2 June 1947.

No. 6270

Minutes of conference of GUEMEL (4 Pe-
Bellgische Gemeinschaft) and KMUN-
SELCO G.L., re: transfer of machinery
and workers on gun production department
of SELCO from France to Germany.
Dated: 29 September 1944.

No. 6272

Memo for the employees of the gun pro-
duction department of SELCO G.L.,
re: transfer of part of the plant to
Germany to increase gun production.
Not dated.
<table>
<thead>
<tr>
<th>Exhibit No.</th>
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</thead>
<tbody>
<tr>
<td>NIK - 6273</td>
<td></td>
<td>File note by Karl EUPF and Walter SCHUMACHER (EILAG G.m.b.H. directors), re: transfer of the manufacture of the 88 mm guns from Alsace, France to Groditz, Germany. Dated: 14 September 1944.</td>
</tr>
<tr>
<td>NIK - 6271</td>
<td></td>
<td>Shipping lists of dismantled S.A.C.M. (EILAG A.G.) machinery sent to Germany by KRUPP. Shipping dated: 11 September to 3 October 1944.</td>
</tr>
<tr>
<td>NIK - 10804</td>
<td></td>
<td>Revised lists of machinery and material owned by S.A.C.M. and shipped by KRUPP to Germany. Dated: 10 April 1945.</td>
</tr>
<tr>
<td>NIK - 11739</td>
<td></td>
<td>Affidavit of Kurt EIGST, leading official of KRUPP-owned EILAG G.m.b.H., confirming the KRUPP management's awareness of the fact that S.A.C.M. owned property was shipped to Germany. Dated: 17 September 1947.</td>
</tr>
<tr>
<td>NIK - 12744</td>
<td></td>
<td>Affidavit of Kurt EIGST, leading official of KRUPP-owned EILAG G.m.b.H., admitting that KRUPP failed to pay wages of Alsatian workers and employees in Mulhouse for the period 1 - 20 November 1944. Dated: 17 September 1947.</td>
</tr>
<tr>
<td>NIK - 10523</td>
<td></td>
<td>Affidavit of Albert SCHURFFEUNGER, French engineer of S.A.C.M., about his personal experiences during KRUPP's operation of EILAG plants, and also identifying EILAG A.G. machinery at KRUPP's dispersed plant in Kulmbach, Germany. Dated: 13 August 1947.</td>
</tr>
<tr>
<td>Exhibit No.</td>
<td>Document No.</td>
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</tr>
<tr>
<td>NIK-912</td>
<td></td>
<td>Affidavit of Fritz Scheuba, procurist with HL.WG, re: allocation of Eastern workers; Russian and Italian Prisoners-of-War, concentration camp inmates and foreign workers to HL.WG plants, and HL.WG transfers of foreign workers. Dated: 12 June 1947.</td>
</tr>
<tr>
<td>NIK-12274</td>
<td></td>
<td>Affidavit of Friedrich Klein, worker at HL.WG and former employee for over 40 years, re: shipment to, treatment of foreign workers and E.W.'s in camps. Dated: 30 October 1947.</td>
</tr>
<tr>
<td>NIK-12255</td>
<td></td>
<td>Affidavit of Vladimir J. Heng, certifying that the six workbooks (Arbeitsbuche) marked NIK-9539 and 427.083 H.G. are representative specimens of 216 workbooks of foreign workers taken from HL.WG files. Dated: 20 November 1947.</td>
</tr>
<tr>
<td>NIK-9539</td>
<td>SC.0:3E. F.</td>
<td>6 identity books proving children of 12 to 17 years of age were among the foreign workers employed by HL.W.G. Dated: 20, 27 October and 2 November 1943.</td>
</tr>
<tr>
<td>Exhibit</td>
<td>Document No.</td>
<td>Description</td>
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<td>---------</td>
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</tr>
<tr>
<td>VIK-10783</td>
<td>Correspondence between different departments of ELAG, re: reporting of foreign workers to police for loitering, requesting details about men who should be punished, etc. Dated: 22 January, 16 and 19 February 1944.</td>
<td></td>
</tr>
<tr>
<td>VIK-2266</td>
<td>Telegram from ELAG to Director Karl ZAHN mentioning that 68,000 men had contracted ELAG concerning concentration camp inmates, etc. Dated: 18 July 1944.</td>
<td></td>
</tr>
<tr>
<td>VIK-3907</td>
<td>Monthly report of ELAG for August 1944, re: production, labor allocation of foreign workers, P&amp;Is, and concentration camp inmates, etc. Dated: 28 September 1944.</td>
<td></td>
</tr>
<tr>
<td>VIK-29577</td>
<td>Secret letter of COLLEGE to SOUVAG, re: projected manufacturing program and labor allocation for ELAG (ELAG). Dated: 26 and 29 October 1944.</td>
<td></td>
</tr>
</tbody>
</table>
After having duly been sworn in, I, the undersigned Xavier JACQUEMIN declare that I will say the truth, all the truth, nothing but the truth, make this declaration under oath freely and of my own will and state the following:

I, the undersigned Xavier JACQUEMIN, born on 8 July 1893 at Mulhouse, General Secretary of the firm "Societe Alsacienne de Constructions Mecaniques" (by abbreviation SACK) - Alsatian Company for Mechanical Constructions - at Mulhouse, living at Mulhouse, 17 quai de l'Isly, state:

Being attached to the Directorate of the firm "Societe Alsacienne de Constructions Mecaniques" at Mulhouse since 1927, I was present during the enemy occupation, that is from July 1940 until 21 November 1944.

On 22 August 1940, two trustee-commissars were appointed to the SACK. They continued current production and commenced German war production in the factory at Mulhouse which the Chief of Civil Administration (Chef der Zivilverwaltung) placed at the disposal of the KRUPP Firm (first) by an agreement on 31 March 1943 (and later on) by a contract on 5 July 1944 between the Chief of Civil Administration, the trustee-commissars of the SACK, Peter DALiker and Dr. Walter SCHUMACHER - (SACK under the name of ELMAG A.G. given by the Germans) - the KRUPP firm and the firm ELMAG G.m.b.H., a subsidiary especially established by KRUPP in May 1945 for the exploitation of the SACK plants at Mulhouse, Masevaux and Jung-holtz.

All this was done without the intervention of the Board of Directors or officials of the SACK. Besides SACK requested and received judgement from the French Tribunal that the lease contract, according to this decision of 3 June 1947, was voided. Consequently, the rental fees paid by KRUPP-ELMAG G.m.b.H. were placed at the disposal of the French land and estate administration (Administration Francaise des Domaines).

I join to my statement a certified copy of the aforesaid contract.

The camouflaging of the name of the firm at the time KRUPP took it over and the establishment of ELMAG G.m.b.H. can be easily explained from the general situation prevailing in 1943. Having been strongly hit at Essen by the Allied Air-Force and thus forced to operate KRAWA at Mulhouse, KRUPP must necessarily have taken into consideration that this removal placed his production at approximately the same distance from the allied air-fields-production which, recent experience had shown, attracted heavy bombardments. The Germans felt a quite natural anxiety to delay as far as possible the day when the settlement of KRUPP-KRAWA at Mulhouse would be known by the Allied Intelligence Service.
When KRUPP settled at Mulhouse, he intrusted the management of the firm to ROTH, HABERMAAS and Dr. SCHUMACHER; ROTH as general manager, HABERMAAS as commercial director and SCHUMACHER as technical director.

In 1943, ROTH had to leave Alsace for political reasons raised by intrigues of his colleagues. ROTH was replaced by HUPE in June 1944. At the same time, HABERMAAS, who died at the end of May 1943, was replaced by Heribert COLLIGNON.

The KRUPP subsidiary at Mulhouse was managed and controlled from Essen by the director, EBERHARDT, member of Krupp Directorate at Essen. EBERHARDT occasionally came to Mulhouse on business, talked with firm officials and visited the plant.

He came, at least once, with Alfried KRUPP von BÖHLEN und HALBACH and Dr. JANSSSEN of (KRUPP) Essen.

From September 1944 on, under the pressure of the Allied advance, KRUPP started to remove successively the plant installation at Mulhouse, beginning with the machines and stocks he had brought there and also dismantling about a hundred machines belonging to the SACH, as well as various types of equipment, tools, furniture, and technical and commercial files.

The German management brought deep changes to the industrial property of the SACH. These damages resulting from spoliation, repair of which is not as yet terminated, are very great and are being estimated by experts.

It is significant of KRUPP's intentions to mention that in the course of a conversation I had with HABERMAAS a short time before his death, he declared to me that he feared that some day the SACH would find an empty plant at Mulhouse ("Eine Schale ohne Kern").

At the time of KRUPP's departure from Mulhouse, the total amount of funds from the bank, the cash-in-hand as well as technical, commercial, book-keeping and documents, were already transferred to Germany.

On the eve of the Liberation of Mulhouse, on 20 November 1944, BIEGI, KRUPP assistant commercial director, intimated that on account of the situation he probably would have to leave Mulhouse during the day. I called his attention to the fact that it should be advisable to place at the disposal of the finance office an amount of at least 2,000,000 RM, to pay the workers and employees for the work done since 1st November. BIEGI answered that he had no authority to dispose of such an amount of money but that he would cable to Essen to get the necessary authorization. I told him of my apprehension that we would have to wait very long for the answer. The funds never arrived.
After the Liberation I, on my own initiative, paid the workers and employees with funds deducted from the bank credits of SACE (ELLAG A.G.)

I have read each of the three pages and signed each correction with my own initial and after having ascertained that all is in conformity with the truth, I insist and sign.

Mulhouse, 13 August 1947.

Signed: X. Jacquemin

Sworn and signed before me this 13th day of August 1947 at Mulhouse by Mr. Xavier Jacquemin.

Signed: Leo BROUDES
U.S. civilian
AGO: A 165775
Office of Chief of Counsel for War Crimes
U.S.
War Department.

CERTIFICATE OF TRANSLATION

29 August 1947

I, Germaine REIPEN, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of the document No. NIK - 10592.

signed: G. Reifen

G. REIPEN
AGO: 463
Office of Chief of Counsel for War Crimes.

END
I, Walter SCHUMACHER, at present of KULMENBERG, having been duly warned that false statements on my part render me liable to punishment, hereby state the following under oath, voluntarily and without coercion:

After the occupation of France and Alsace, only very few of the stockholders of the S.M.C.H. could be found. The Elling A.G. was managed by the Flurnauptverwaltung General für die Partie of Socialist of the People and the Reich (Generaltaftvollmachter für die Volke- und Reichsfeindliche Verwaltung), attached to the Chief of the Civil Administration, Finance and Economic Department. It included the 5 plants located in Alsace. This Alsatian Group of 5 plants comprised the Elling A.G., which was:

A request was issued by German authorities asking the stockholders to report. It was known that the stock of the Elling was distributed among very many small stockholders, only a few groups holding a larger amount share. Of these stockholders, orally stated, only very few reported. However, I personally am not informed about the exact details in this respect.

Therefore, there was nothing left to do but to continue to run the business in the firm of a trusteeship which had been instituted in the interim. Minister-President Kochler, the Chief of the Civil Administration in Alsace, was of the opinion that Elling should be maintained as a permanent local enterprise and should not be merged with any other German Konzerne.

However, negotiations were to be carried on with the French Government, which were to make a final decision in this matter. These negotiations, as all the negotiations regarding allocation property, were never

... (page 2 of original)
Peter DAMER as Commercial Director, Willi OCHEL as Technical Director, both previously employed with EHRARD & SEHER AG, Scornbruccken.

Herr OCHEL who intended to leave the Elbing, agreed with the Chief of the Civil Administration that he could only leave if he could propose a suitable person to replace him as technical director of Elbing A.G. I was considered the person to fill this place, Herr Ochel, who had known me earlier in a professional way, suggested me to the Chief of the Civil Administration. The letter arrived on my appointment, and on 1 June 1941 I took office as successor to Herr Ochel.

Agreements were reached between Herr DAMER and me on the one hand, and EHRARD A.G., represented by Herr OCHEL, on the other hand. In this way I became an employee of Elbing A.G.

The former employees of Elbing, including officials in commercial as well as technical respect, had partly remained in Malbuse and were subordinated to the provisional management.

In order to advise the Financial and Economic Department of the Chief of the Civil Administration as well as the provisional management in their decisions for the plant, an honorary circular nominated by the Chief of the Civil Administration was appointed instead of the former Aufsichtsrat. That was about the year 1942, but I do not remember the facts exactly.

Member of this board were: Herr R. KEMMLER, a German, who was recognized as the representative of the textile trade, especially in South Germany, Herr ZIELS of DITTRICH & CO., Reichenbach, and Wenzel SCHMIDT of Neppold of the Rhein-Merker as financial and commercial experts, and Herr Willi OCHEL, who was now recalled as technical advisor with the express approval of the Chief of the Civil Administration.

The provisional managers, acting on behalf of Elbing A.G., also represented the Elbing just like a Vorsitzender of German A.G. However, all changes in property, be it the purchase of installations or the sale of such, could only be made by these provisional managers, with the express approval of the Chief of the Civil Administration.
The Chief of the Civil administration was actually the authority that had the final say over the provisional managers and the Beirat.

The provisional managers endeavoured, in co-operation with the Alsatian and French collaborators Herr JACQUEMIN and Herr FERDINAND, to keep the production of the Elmag A.G. going along the traditional lines of textile machine construction and of large-scale machine construction, to the extent that this was possible within the requirements of war production.

In the year 1940 upon my taking office, Elmag still used one half of their working hours for producing textile machines; but this figure gradually decreased later. Even though the hours used for construction of textile machines, these not being essential to the war effort, were bound to decrease greatly in favor of direct and indirect production for the Wehrmacht, the prerequisites for immediate peace-time resumption were maintained, with respect to personnel and machines.

In view of the particular technical situation of the Elmag, which on the one hand was geared to light assembly-line construction, and on the other hand to the construction of large, individual machines, it was difficult to find the necessary balance under the then existing conditions. Nevertheless, I succeeded until the end of 1942 in providing the plant with orders which guaranteed a balanced operation.

The purchasers of the products by Elmag were diverse, in view of the diversity of the products manufactured. Partly we executed orders for the Alsatian industry, as for example the boiler repairs, repair of the great power station of Kembs, repair of the sluice installations on the Rhine-Rhone Canal, we did drilling work which was assigned to us by the Berlin office; and we worked for the German Reich Railway and the German Wehrmacht. The circumstances were continually changing. The tendency, of course, was for the Wehrmacht allocation to increase considerably.

The provisional management beginning with Herr OSCAR, promoted the development of the enterprise in accordance with its internal structure as much as possible, in close co-operation with the old Alsatian and French collaborators of Elmag A.G. still present. This was done by expanding the work installations, putting up a shed, an assembly hall in connection with the Prafenstaden affair, by extending the tracks accordingly, and by
providing canteens, sanitary and office premises.

The plant organization had to be transformed with the help of specialists from Rheinische Turbinenfabrik AG, Mannheim, in accordance with the accounting system prescribed by the economic group "Machine construction" so that proper order accounts could be settled at all.

In addition, KPA courses (Reich Committee for Workers' Studies) were held for the training of technical employees who were engaged in the preparation of new work which was being uniformly developed for the enterprise.

Of a total staff of approximately 3,600 workers and employees, only about 1% were German nationals. In general it can be said that, apart from a minor exception, in early 1943 a group of about 30 Russian and Polish prisoners of war were employed in the above described development of the plant installations, - the old, established personnel of the Elmag AG, continued to be employed throughout by the provisional management.

All those circumstances, namely the maintenance of the traditional production of the Elmag AG within the bounds of possibility, as well as the employment of the earlier Elmag workers constituted an important basis for the satisfactory co-operation between the provisional management and the earlier collaborators of the Elmag AG.

Herr JACQUEMIN and Herr PADOLPH, we exerted ourselves, as provisional managers, to treat the personnel as justly as possible. The conditions described refer to the period before the firm of KEPF came to Mulhouse.

In the middle of March 1943, it was on a Wednesday, (I no longer recall the exact date, but it was after the big attack on Essen, in which the Jettier Vehicle Repair Shop of the firm of KEPF was destroyed), I was called up by the Reich Ministry for Armaments and War Production in Mulhouse and ordered to be in Berlin the next day, Saturday morning, in order to conclude an agreement with the firm of KEPF, which was to remove its motor vehicle production in Essen to the plant installations of the Elmag AG.

Dr. DAMPF and I immediately went to Strasbourg by automobile the next day, Thursday, to the Chief of the Civil Administration, I believe it was Herr SCHULZ and informed him that we had received the order from the Ministry to go to Berlin for the negotiations. The Chief of the Civil Administration seemed to
have been informed of it too. Therefore we drove back to Mülheim in order to start our train journey to Berlin the next day, Friday morning.

In the meantime we had also informed Herr Oehl, who lived in Berlin, and who then later attended the meeting.

We were completely surprised by this call, which included use of the Krupp evacuation to Mülheim, since no representative of Krupp had ever before contacted us, or had inspected the plant regarding its possible suitability for evacuation purposes.

On arrival in Berlin on Saturday morning, as far as I recall, the negotiations began about 10 o'clock of that same day, in a barracks building near the Zoo. Of the many gentlemen who were present I still remember: Professor HITLINGER, who acted as chairman and represented the ministry, our gentleman from Alsen, that is, Herr Dräger, myself, and Herr Oehl, who lived in Berlin. The Krupp men whom I remember as being present were: Herr JABESSI, Herr LINDENBERG, Herr KOTH, Herr BAULZ, and a lawyer whose name I cannot recall.

At the very beginning of the negotiation it was disclosed to us that the decision had already been made to evacuate the Krupp installation to Mülheim, and therefore this subject was no longer under discussion. The only thing left to be discussed was the exact form of this evacuation, in technical as well as legal respect. The possibilities were given with respect to the technical problem. The one which was especially advocated by Herr BAULZ as well as by myself, was that we proposed to the firm Krupp that they should leave the Elbe in its present condition and glean ruins with us which we would execute in Mülheim for the firm of Krupp in special departments, and for which we would honor special accounts, under the direction of the Krupp engineers in Mülheim. The Elbe AG was to retain its administrative structure and its factory subdivisions.

It seemed to us that in this endeavor we would not be put at a disadvantage.
The Krupp gentlemen were unanimously unwilling to place themselves under our management at Mulhouse.

The second alternative was to install the Krupp plants separately and independently, within the Elaco premises, and at the same time to leave a separate and independent section to the Elaco A.G. for its production. I was present at this proposal, as were also Herr Oechel and Herr Dörner, since I, as the other gentleman too, were of the opinion that separation of that sort was not feasible, because Krupp could not have in with fully independent manufacturing installations, auxiliary plants, power supply, etc., had to be provided by Elaco.

We were aware that that sort of parallelism of the plants would necessarily lead to a cessation of the previous development. Such interferences were bound to bring about the ultimate destruction of the previous Elaco plant of the entirely independent Elaco production. Therefore, took up the attitude the one and only event that would have to be created which would be responsible for both production processes.

It was thoroughly clear to the gentlemen from Mulhouse, and to us, that we were insignificant compared to the large Krupp firm, and that the firm of Krupp had such a power to assert their will. Besides, as provisional directors of the Elaco, we were from the start in a position that made it difficult for us to voice our viewpoint strongly, as we might have, had we been entrusted with our commission by the Körner brothers direct.

At the end of these negotiations in Berlin

The following conclusion was reached. The Motor Vehicle Repair Shop will evacuate to Mulhouse and form a united organization with Elaco. The former management of the Elaco is to be included in the new plant management. The Motor Vehicle Repair Shop will undertake the obligation of not prejudicing the old Elaco interests and of continuing the former process, with the qualification that for official regulations do not prevent it.

All the details regarding the trying-out of these agreements should be fixed by contract in Strasbourg.
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(page 10 of original)

importance to Herr Delmar's acting as sole provisi nel owner
of the rump organization of the Ehren. A.G.. This finally
induced Herr Delmar to agree to this proposal under protest, in
order to permit himself to be excluded from the new Ehren manage-ment.
At the same time the leaving of Herr Delmar constituted a threat
to all those of the former provisi nel Ehren management. One
could distinctly sense the tendency that Krupp wished to have
the plant at their disposal.

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unapproachable as far as possible by any other influence. That, to
was the deeper meaning of Krupp's fight against Delmar, merely,
that they wished to the masters in the "Ehren House." I recog-
nized thisstance, to , and took my precautionary measures.
Of course, I had a contract, with Ehren which was automatically
taken over according to the plant transfer agreement. However,
I did not intend to let that suffice. I personally submitted
my written notice of resignation to Herr Bhurhardt on 10 June
1943, and suggested that after my resignation he should enter as a
new contract in accordance with the new circumstances. I also
looked around elsewhere for an other position, which was known
to Herr Bhurhardt.

The Chief of the Civil Administration gave me to under-
stand through Professor Parker that he would like to see
me remain in Mulhouse, and I personally strongly felt my
obligation towards the staff. The Chief of the Civil Admi-
istration knew very well, too, what Krupp's case was, namely, to
use the plant fully for their own purpose, and in my remaining
there he saw a safeguarding of the Ehren tradition.

The Ehren tradition, as mentioned before, was based
especially on the construction of textile machines. Herr Oschel,
Herr Delmar, and I, in agreement with the Civil Administration,
always tried to maintain machines and specialists and all other
prerequisites for the immediate resumption of an intensive peace-
time production.

When Krupp took over the Ehren enterprise, they naturally
had to take over several production branches which were working
at a loss. To maintain these branches in spite of their deficit
was absolutely in the interest of the later resumption of the
traditional Ehren Production of textile machines.

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It was to be feared on the part of Krupp that this deficit production would be abandoned, but this would also at the same time have harmed the whole character of Elmag as one of the largest European textile machinery factories.

It is in this light that the fact of Palmer leaving and myself remaining in the Krupp works must be judged.

Thus a new service contract was concluded between me and Herr Darhardt of Krupp as the trustees of that firm, which ran for 3 years, namely from 1 May 1945 to 30 June 1946.

After the skeletal agreement had been concluded between the Krupp firm, the German civil administration and the Elmag on the subject of the lease-transfer to a new Krupp company, the Elmag-Werke Alexee GmbH., the works were inspected. Herr Roth, Herr Ebermann, Herr Delmar, myself and other colleagues were present on this occasion.

In prolonged discussions with the help of works plans and after discussion, particularly with Herr Fendriszt, I stated what, for the sphere of production of the old Elmag, could be cleared, what could be made available and in what sequence. It was our aim on both sides to organize the production of Krawa and Elmag as far as possible in the same building and keep them separate.

At the end of 1943, both departments more or less started to function regularly and the first Krupp tractors could be delivered.

In the way that material and orders were assigned at that time it happened that gradually the Krupp production in the Elmag far surpassed the textile machinery production and the remainder of the Elmag production. I was continually fighting with the Krupp men, almost without exception in order to save anything which still could be saved for the old Elmag. Thereby I was confronted with obstinate opposition and very often with fits of asphyxiation. The Krupp people felt themselves to be masters in the house. In many cases, without asking me, they took it upon themselves to expand the Krawa in the Elmag-plants. I honestly tried to be fair to both sides trying to yield when I saw no other way but to yield and, in cooperation with the Frenchmen, Herr Fendriszt, tried to achieve for the Elmag at least, from this enforced reorganization, improvements in the setting-up of machinery, in the designing department and the technical administration.
All that did not help me much; although on the basis of my agreement with Krupp I should have had a co-deciding position as a business manager with equal rights in measures taken by Krupp, Ruhlmann, in many cases I was simply passed over in the matter of the incorporation of the new Krupp works in the Elmg.

Then the Elmg G.m.b.H. was set up, the managers were the two former managers of the Krupp in Essen, Herr Roth (technical management) and Herr Habermann (commercial management). As described above I was included on the business management of the Elmg G.m.b.H. as the third man. The spheres of work in the technical field were distributed in such a manner that I was given the task of managing the old Elmg manufacturing plants and the auxiliary plants. Herr Roth left at the end of 1943. No substitute was appointed for him at first. At the beginning of 1944 Herr Habermann suddenly died as a result of a heart-attack. During the following weeks the management was in the hands of Herr Niigi and myself, whereby for purely objective reasons and a scanty knowledge of the special requirements of Krupp, I gave Herr Balz of Krupp Essen a free hand.

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to a great extent. At this time, as formerly, I always pressed to be informed about everything, in order to preserve organic coherence.

Herr Roth who made remarks thoughtlessly which exposed him to the accusation of being a defeatist, got himself into trouble with the Security Service in Ruhlm,hausen. After I had first been informed by the Security Service about the demobilisation made against him by the Security Service in Alsnec, I tried to nullify the charges made against him as being impossible. I did this in order to retrieve Herr Roth from the arrows of the Security Service, although I knew that the charges might be true. But when fresh reports kept coming in against Roth there was nothing left for me as counter-intelligence agent of the Elmg G.m.b.H. but to pass the matter on without my own inquiring statement. I took the matter to Major Horner, whom I knew to be a sensible official (in civilian life he is an attorney-at-law) and the, In matters of counter-intelligence, was my competent superior in Strasbourg. At first I approached him privately in order to discuss with him the best ways and means of averting the matter. I was not disappointed in Major Horner either. Of course he had to see that the matter be cleared on formally but had so much success with the Security Service that Strasbourg urged the Krupp firm to recall Roth and the SD sent the files to Essen. This solution could only be
(page 14 of original, cont'd)

turned a favorable one in view of the circumstances of
that time so that the matter was taken out of the hands
of the Security Service in Strassburg and the case, as
far as Strassburg was concerned, finished with.

Thenceforth Roth tried to bring about his rehabilita-
tion in which he was helped by Krupp. In the course of
this procedure Herr Roth also made accusations against
as to I would sabotage German since I had received
such a good man as Roth from the firm. Later in Essen I
was reassured.

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from authoritative people, Herr Houéremont or Herr Mueller,
I cannot remember exactly how, that in the affair of Roth
I had acted from any personal and base motives.

Roth of the firm of Krupp now brought in the two
Scullions released from Essen and Lurg, a schoollfriend
of Roth from Utby, in order to enforce Roth's return to
Alsace with the result that the authoritative offices
in Strassburg issued an order prohibiting Herr Roth from
taking up residence in Alsace, but once again without
taking any further steps.

This affair dragged on for several months. In the
meaning Herr Hambornaas died so that a final ruling for
the business management in Muchhausen was necessary as
Herr Biegi and I could only be business managers temporarily
and solely as deputies.

In April or May Essen sent Herr Dano (technical
manager and plant leader) and Herr Collignon (commercial
manager) for Herr Hambornaas.

In the first days they were there, if I remember
correctly, we had an airraid when they were making their
second tour of the works. About 12 bombs fell onto the work's
periphery and with one exception only Krans workshops
were hit. During the next months work went on in the same way
as it had been divided before. The
damage was partly removed by transferring the machinery.
One building was repaired. In the next few months no
basic alterations were made. Krans was always wanting to
increase its program and for this purpose had people
assigned to it (Eastern workers, particularly people from
the textile industry of Muchhausen).

(page 16 of original)

Then in the next few months began the preparations and
discussions on the re-location, which was possible or to
be expected, of various manufactures. As far as I remember,
then occurred the first decision for a supplementary order.
of the High Command of the Navy, following upon the manufacture of anti-aircraft guns for the order dating from 1941 and now expiring to be placed with the Klett-deutschen Stahlwerken in Croxitz.

Later, it must have been the end of October, the expiring (hand written) contract was also to be placed that I opposed this and obtained permission for us to complete in Muchhausen the apparatus in the process of being assembled.

These re-locations described above concerned the old Alpng program, not Krown. Parallel with this removal came also the removal of Krown in which I did not always participate so that I was not always exactly informed of the chronological order and the individual stages of the development.

Golligon was the business manager responsible for the carrying out of the administrative side of the removal and hope for the technical side. Upon instruction from the supervisory office in Berlin the removal of Krown was ordered. Here the objections made from Strasbourg offices played in my opinion a part. These opposed, in addition, any expropriation of Alpng. As far as I remember, orders were given for half to be evacuated, then the whole, and the final result was that the main part of Krown was removed from the very dangerous South-East corner, while on the other hand, in order that the firm be kept busy, manufacture of single parts for the Krown was to remain in Muchhausen nearly to a very considerable extent, to my knowledge 100 sets (Sets) per month.

In the course of the re-location there were, to my knowledge, approximately 700 waggons of machinery and works equipment, semi-finished and finished parts shipped by the Krown. The goods dispatched were either machinery the Krown brought with it from Essen or machinery used by it in Muchhausen, the raw materials, deliveries, etc.

In principle machinery which was the property of the Elmg, according to my ideas and the ideas of the Chief of the Civil Administration was not to be evacuated. If this should be necessary, however, in exceptional cases, it was only to happen with the consent of the Elmg A.G. on a basis of private economy (rent, leasing etc.). If machinery of the Elmg was sent away, that happened without my knowledge and without the knowledge of the Elmg management, unless there had been negotiations to this effect with the Elmg A.G.
I also informed Herr Rodriet, who came to me worried in this connection, of my opinion which was shared by Herr Delner, who was still the provisional manager of the Elmg A.G. had to be informed about such machinery because it was his responsibility to prove the whereabouts of the machinery.

It was the view of the authoritative Krupp plant leaders in Muchhausen, particularly Herr Hupé and Herr Bils, whereby the latter was the bottom informed, to take away to Germany all the machinery from Muchhausen working for the Krupp-program which of course was to be continued in Germany. The thought which dominated then was how they could most speedily get the Krupp program working again, rather than to when the machinery legally belonged, the Elmg A.G. or the Elmg G.m.b.H.

I still clearly remember that in connection with these machinery removals Minister-President Kocheler was approached for a decision by me and Herr Delner as the driving force in this clarification, in order to establish which machinery might be moved to Germany, and which not. There must be a letter from him dated 31 October 1944. I noted down the date in my notes which I still have. In this letter Minister-President Kocheler announced his decision in conformity with the transfer agreement that only such machinery might be removed to Germany, which belonged to the Elmg G.m.b.H. and that the property of the Elmg A.G. had to remain where it was unless, in exceptional cases, the Elmg A.G. gave its consent.

Thus, if property of the Elmg A.G. was taken away without its knowledge or consent and without being furnished with a complete list, this occurred without my knowledge and contrary to the orders of the business management. Therefore it must have been done arbitrarily by the two persons concerned with the removal, Herr Bils and Herr Hupé and the Krupp men employed by them to carry this out.

It was necessary to compile lists because the Elmg A.G. as owner had a claim to rent for the transfer of the machinery.

Herr Eberhardt and Herr Houdremont came relatively seldom and at very irregular intervals to Muchhausen. I remember definitely that Herr Houdremont was only there once, whereas Herr Eberhardt was there quite often. In the conversations I had with these two I always met with good understanding for the interests of the Elmg A.G. and for the observation of obligations undertaken in the agreement transferring the business.
It is true matters took on quite a different aspect in practice. I assume, that this is to be attributed to the fact that the production program compelled a completely different state of affairs to the plans drafted in conversation.

I was the last one to travel with Herr Bigi in the night of 20/21 November 1944 with Blang G.m.b.H. vehicles and with sprinkling of the remaining Reich German personnel and their dependants from Muchhausen via Calma to Strassburg, contrary to the express orders of the Kreis management, that no one, not even women and children, might leave Muchhausen. I gave the staff directions as to what road to take to get to Enzberg. Myself remained in Strassburg. To return, as intended, to Muchhausen was impossible as, in the meantime, Muchhausen was completely closed. Before departing no attempt was made to paralyse or destroy anything in the works.

I have carefully read through each of the 19 pages of this declaration under oath and have made the necessary corrections in my own handwriting and counter-signed them with my own initials and herewith declare under oath that I have spoken the full truth in this statement to the best of my knowledge and belief.

(Signature): Dr. Wolter Schlunckter (Signature of deponent)

Sworn to and signed before me this 12th day of June 1947 at Enzberg by Dr. Walter Schlunckter (handwritten): Stuttgart, Oberturkheim, illegible

know to me to be the person making the above affidavit.

(Signature): Dr. Max Hendlmaub

U.S. Civlila 432 622

(AGO number) Office of Chief of Counsel for War Crimes War Department.
11 August 1947

We, the undersigned, certify that the translation of Document No. NK-7481, is an English rendering of the German original made to the best of our ability.

Anna SCHLENKER,  
No. D 231 651

Kathleen BRAMLEY,  
No. 20096

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(IND)
TRANSLATION OF AFFIDAVIT

After having duly been sworn in, I, the undersigned Georges PERDIZET, declare that I will say the truth, all the truth, nothing but the truth, make this declaration under oath freely and of my own will and state the following:

I, the undersigned Georges PERDIZET, born on 6 March 1899 at Mulhouse, Production Manager at the plant of the firm "Societe Alsacienne de Constructions Mecaniques" - by abbreviation S.A.C.M. - (Alsatian Company for mechanical constructions) at Mulhouse since 1921, living at Mulhouse 65, rue Reichstein, state:

I remained here (Mulhouse) during the whole period of the enemy occupation.

About the end of March 1943, I was called by Mr. DALMER, Director of ELMAG A.G., together with SCHUMACHER into Mr. SCHUMACHER's office. Others present in the office were: Mr. HABERMAS, Commercial Director of the KRAWA and his assistant Mr. BALZ, Production Manager of the same firm.

The discussion concerned the eventual transfer of the KRAWA, Essen, to a plant in this region, as the KRAWA’s installations had been destroyed by the Allied air-force. Messrs. DALMER and SCHUMACHER declared that, theoretically, there was room enough for the settlement of the KRAWA in the ELIAG (plant).

Mr. DALMER then suggested that ELMAG could take over the management of KRAWA’s production, a proposition which was immediately rejected by Messrs. HABERMAS and BALZ, since they wanted to be absolute masters of their own production. I, at that moment, pointed out to Mr. DALMER how much greater KRUPP’s power was than his own and told him that if KRUPP would move over to the ELMAG, KRUPP and not he would take the management.

The discussion afterwards concerned articles to be produced, vacant premises and all sorts of questions with regard to the projected settlement.

A few days later, I learnt that KRUPP was moving to the ELMAG and was establishing a new company: ELMAG G.m.b.H., a KRUPP agency.

It was at that time that I became acquainted with Mr. ROTH, who was about to take the management of the new company.

This company having been established, the KRAWA was to continue the production of its caterpillar-tractors, while the old ELMAG A.G. was to continue fulfilling current orders of its usual production.

A certain number of workshops, which were previously allocated to the old production of ELMAG A.G. were emptied and the equipment removed to other premises to give space for the new KRUPP tractor production. This removal caused us great damage at that time and later on, since we were
obliged to reduce to an absolute minimum all the workshops allocated to the production of textile machines. This last production was, furthermore, progressively reduced to an infinitesimal amount.

KRUPP’s new production brought considerable disturbance to our plant and absorbed an enormous quantity of our stock, that is, steel, tool-steel, various kinds of iron, electric cables, electro-motors, tools etc., taken away from our stock-on-hand. Our tool-workshop, in particular, helped KRUPP to rebuild a large part of his damaged implements.

At the time of the removal mentioned above, a great number of unused machines, or machines which had been removed to give space, were dumped into warehouse, damaged, and in part stored to be used as scrap-iron (prises au bocage). This lack of machines has enormously hampered us in resuming our production after the Liberation.

At the time of the Allied advance in September 1944, Mr. SCHULACHER gave me the order to select a certain number of machines (102) used for the production of the cannon No.88, to be sent to Germany. This measure was immediately executed. These machines were the property of the S.A.C.E.

When the evacuation became more urgent and KRUPP saw that he had to re-transfer his tractor production to Germany, a certain number of machines and other equipment belonging to us were also sent to Germany. Removals reached a total of up to 60 carloads per day.

I have read each of the two pages and signed each correction with my own initial and after having ascertained that all is in conformity with the truth I insist and sign.

Fulhouse, 13 August 1947
Signed: G. PERDRIZET.

Signed and sworn before me this 13th day of August 1947 at Fulhouse by Mr. Georges PERDRIZET.

Signed : Leo BROUDES,
U.S.Civilian AGO : A 185775
Office of Chief of Counsel for War Crimes
U.S.
War Department

CERTIFICATE OF TRANSLATION

I, Germaine REIPEN, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of the Document No. NIK - 10582.

Signed : G. Reifen
Germaine REIPEN
AGO : 463
Office of Chief of Counsel for War Crimes
U.S.
War Department

22 August 1944.
Minutes recorded by

Kurt EBERHARDT

on the discussions in the Munitions Ministry, Berlin,
on 27 March 1943

(Essen, 3 April 1943

Rubber stamp) Secret

The following officials were present:

Professor Dr. FELDHAUSS) Munitions Ministry

Rg. Gen Dr. SCHMIDT

Ministerialrat KAUSER: Chief of Civil Administration for Alsace

Director GOETHE: Beirat (Advisory Council) of Elmag

Director DIXNER) Elmag

Dr. GC-THALER

Dr. JANSSEN

Dr. JÜLICH

ROZ

JAEGER

HEIDEN

F.K. (Fried. KRUTZ)

Subject: Relocation of Krute to Elmag

Professor FELDHAUSS explained that as a result of the air raids on Guss- ederhik (Coat Steel Factory) Essen, the relocation of Krutett became necessary. He said the production of tractors belongs to the most urgent part of the program. The relocation to Elmag had been decided; nothing could alter that. The relocation to Elmag and the start of operations there should be carried through with the utmost speed. The setting up of a manufacturing workshop for tractors in Muellhouse under the direction of KRUTZ could be carried through in three ways:

-1-
TRANSLATION OF DOCUMENT No. MX-9368
Continued

(page 1 of original, cont'd)

1.) The Elmag installations to be made available for this purpose
might be requisitioned. Elmag would lease those portions of their
works to Krupp.

3.) Krupp might become trustee for the works installations in Musik-
house. Somebody would be appointed a General Trustee, or Chief
Trustee, who at the same time would be an official acting in a
confidential capacity for the Chief of the Civil Administration.

3.) Manufacturing might be handled by Elmag. Krupp would then delegate
an official to the Vorstand as its chairman.

(page 2 of original)

He personally rejects a solution according to 1.) and 3.) and
proposes a solution according to 2.). The best thing would be for
Krupp to conclude a brief agreement with Elmag with clearly defi-
dined termination provisions, for the transfer of the works.

In behalf of the Chief of the Civil Administration Ministerialrat
Sauber raised several objections against Krupp's taking the plants
over. Elmag officials also expressed doubts. Professor Hetlage,
however, declared that the relocation of Krupp to Elmag was an
indispensable matter which had already been decided. Arguments
on that score were no longer in place.

All parties agreed in the opinion that it would have to be made
perfectly clear who will be responsible to whom, and how the indi-
vidual members of the Vorstand would divide among themselves the
entire field of activity so as to avoid friction from the outset.
Professor Hetlage stressed repeatedly that the leadership must
be with Krupp. At the end Professor Hetlage stressed the follow-
ing as the result of the discussions:

"The relocation of the tractor manufacturing from Krupp to Elmag
is possible from the point of view of space and from a technical
aspect. Krupp and Elmag are immediately establishing that in all
particulars. As regards additional firms (textile factories which
perhaps must also be called upon to accommodate Krupp (storage space)
there is - if necessary - the Munitions Ministry at hand to be called
upon with its powers of attorney. The construction of signals and
of machine tools will be abandoned by Elmag; the construction of
textile machinery is to continue for the time being. On the ques-
tion of defining such experts as are of strategic importance and
those which are not, special regulations will come out shortly,
to cover the field in general. The Elmag officials had pointed to
the fact that even at this time the construction of textile
machinery should not be entirely closed down so as to save from
dam this important branch of production of Elmag; the Elmag enjoyed
a world-wide reputation in the field of textile machinery construc-
tion."
It is impractical to carve out (Hausenärmer) sheds to satisfy KRUPP's need for space; a uniform and reasonable leadership is required. KRUPP is to be entrusted with it. The Chief of the Civil Administration will appoint the Associate-trustee who, at the same time will become a member of the Vorstand. When the need arises for a chairman this will have to be the KRUPP official. For the construction of vehicles the KRUPP official will be the sole representative.

The course of operation is to follow a uniform pattern. Separate accounting is impractical. The entire plant at Mulhouse, Mannheim, and Jungbrod will be for the credit and debit of KRUPP. KRUPP guarantees profits for Elmag. Ministerial Rat SAUER will report to the Chief of Civil Administration. As regards Ministerial Rat SAUER's suggestion for KRUPP's purchasing Elmag, this can be handled in negotiations; this must not, however, hold up the relocation."

It was finally agreed that KRUPP should approach the Chief of Civil Administration at once so as to conclude with him an agreement relative to the transfer of the plants.

When questioned Professor EMMILAGE explained in the course of discussions that the entire expense incurred in relocation will be covered by the Reich, that is, the compensation of the movement (Machzinsel-Entzug), the war risk clause and the balance compensation may also be granted to KRUPP. The O.E.H. (High Command of the Army) will be informed by the Munitions Ministry so that relocation instructions may be issued.

In the afternoon two additional discussions took place. First one with Herr OSWALD, Herr DALMER and Dr. SCHOBUSCH - subsequently one without Herr OSWALD - during which the question of the composition of the Vorstand and the rights of the members of the Vorstand were discussed, without arriving at a conclusion.

At the end of the last mentioned discussion Herr DALMER dictated the attached memorandum relative to Elmag.

1 envelope, (handwriting) to be distributed.

(Initial) BEIBHARDT.
EMAG, Elsassische Maschinenfabrik A.G., located at Mulhouse, was founded 177 years ago and comprises the following works:

in Alsace: 1. Main Works at Mulhouse
2. Foundry at Merschentor
3. Works at Junghals
4. Foundry at Bischweiler

in France: 5. Cable Works at Clilly, near Paris
6. Pistol Factory Châtlet, near Nancy
7. Shell Factory at Issy-les-Moulineaux, south of Paris
8. Alsthom Plant at Belfort

At the outbreak of the war 3/5 of the program of the main factory at Mulhouse comprised the construction of textile machinery, and 1/3 the construction of large machines which has now been 50% converted to manufacturing for the Armed Forces, the remainder for large machine construction (compressors for hydrogenation, large gas machines, turbines for power plant Koms and Electraways, machine tools, signal construction, winches, ore-loading wagons, large scales), and textile machines for export. Their personnel comprises at the present time a total of 4,800 persons, including 100 French prisoners of war. Other foreign labor is not employed.

The foundry at MASMEISTER, capacity 300 tons per month, is presently working predominantly for the Reichsbahn.

The works at JUNGLYEZ - actually a spindle factory; personnel 125 men; has been converted in the course of last year to the manufacture of switch levers for the Reichsbahn. When the construction of signals has been given up the Mulhouse signal construction department should be transferred to this plant.

The BISH-BILCHER foundry has been leased to the Maschinenfabrik WISSINGEN, the right of preemption having been reserved.

The Cable Works CLILLY, as one of the largest French cable factories, is exclusively operating for Wehrmacht orders.

The Pistol Factory CHÂTLET is likewise working for the German Wehrmacht.

The Grenade Factory in Issy-les-Moulineaux is practically shut down.

The factory at Belfort has been leased for 34 years - until 1953 - to Alsthom in which EMAG has about 35% shares.

EMAG's stock amounts to 114,756,000 French francs, divided into shares of 1,000 French francs each. There is no principal shareholder but a great number of small shareholders who have owned the shares for several generations. Investigations as far made have revealed that at least three quarters of the stock are probably in French hands. Approximately 60% of the stock issued...
constitute registered stock; the balance, stock certificates to bearers. So far it was not possible to convert the stock. The entire assets are estimated to be worth more than 60 million Reichsmarks; the Alsatian plants about half of it.

CERTIFICATE OF TRANSLATION

25 September 1947.

I, Harthe KNIETH, Civ.No. 046 355, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. MIK-6368.

Harthe KNIETH
Civ.No.046 355.
Contract for the Cession of a Plant
between the
Chief of the Civil Administration in Alsace
hereinafter referred to as CdZ
and the
Firm Fried. Krupp Aktiengesellschaft, Essen,
hereinafter referred to as Krupp.

§ 1
As an Alsatian enterprise with predominant participation by enemy interests the Elmag (El-
saassische Maschinenbau A.G.) is subject to the regulations concerning enemy property, in parti-
cular the ordinance of 16 December 1941 (page 20 of the Ordinance Gazette of 1942). It has been
placed under provisional management (kommissarische Verwaltung). The plants in Muelhausen, Masmunster
and Jungholz, specifically belong to its Alsace property.

§ 2
The CdZ will hand over the management of the
3 plants of the Elmag mentioned in § 1 to Krupp,
with the provision that they are to be administered
and operated by Krupp with the care used normally
by a merchant dealing on his own account.

§ 3
The determination of suitable compensation
for the transfer of the plant will remain subject
to more detailed agreements.
§ 4

The contract is to run for the duration of the war and for suitable terminating period thereafter.

It becomes effective on 15 April 1943.

§ 5

On that date an inventory will be taken of the fixed assets and industrial material of the Elmag. It is planned to permit Krupp to buy the raw auxiliary and industrial materials, the finished and semi-finished products, etc., to the extent needed for current production. A special provision will regulate the treatment of stock not needed for current production, such as spare parts, semi-finished products, and the like. The machines and installations will remain the property of the Elmag. The Krupp Firm will bring to the Alsace plant as much of its operating equipment (machines, installations, tools, etc.) as it considers necessary. These will be inventoried regularly and will remain the property of Krupp.

Upon termination of the contract the Elmag will take possession, against reasonable compensation, of the machines and installations which have been newly procured or replaced by Krupp for current production of the Elmag. Krupp will have the right to take back the industrial materials that remain in its possession after the termination of the contract.

§ 6

Krupp will have the right to make any building alterations that may be necessary. Before the work is performed the documents and plans pertaining
thence will be submitted to the Elmag. Compensation for building alterations or expansion will be rendered upon termination of the contract insofar as building alterations were made which resulted in an increase of values for the Elmag.

§ 7

Beginning with the effective date of the contract Krupp will participate in all contracts affecting current production and the settling of delivery agreements, and will also take over on that date the entire personnel and material costs of the three plants named in § 1. Special arrangements will be

agreed on later concerning the problems in connection with the pension obligations of the Elmag.

§ 8

Krupp will assume the financial obligations of the employment contracts entered into by the Elmag with the provisional administrators (kommissarischen Verwaltorn).

§ 9

Krupp will continue the current production of the Elmag in so far as its discontinuation in the future has not already been decided on, and will not neglect it in favor of production to be newly undertaken for Krupp, provided that there are no governmental regulations to the contrary.

§ 10

It is planned to have the three plants to be managed by Krupp designated in the following manner:

Elmag, Werke Elsas, Muelhausen.

- 3 -
§ 11

The above agreements constitute a skeleton contract which is subject to amplification, establishment of more detailed provisions and final terms, by the contracting parties.

Strasbourg, 31 March 1943.

On behalf of: Chief of the Civil Administration in Alsace,
Department of Finance and Economy

(signed): Katzenmeyer

Fried. Krupp A.G.,
Essen:

signed: Habermans
signed: Eberhardt
signed: Roth

CERTIFICATE OF TRANSLATION
OF DOCUMENT No.NIK-6254

24 September 1947

I, John FOSBERRY, No. 20 179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No.NIK-6254.
5 April 1943.

Secret

Re corded by Herr Rudolph
of the conference of 5 April 1943 concerning
the Elmag.

Present were:  Alfried von Bohlen
Dr. Janssen
Eberhardt
Schroeder
Rudolph

(Stamp):

Received:  Artillery Design
April 19  Files No.
dealt with by  588780 &
Artillery De-  6 April 1943
sign Dept.
No. 60907

1. Form of Company:

Of the three possibilities:
 a) department of firm
 b) branch
 c) independent company

the first is eliminated without any further
consideration. For various reasons an inde-
dependent company is to be preferred, and the
form of a G.m.b.H. is the one chosen. If
necessary it can always be converted later into
a A.G.

Capital:

2.) The original capital must not be too small,
in order to impress the public with the serious
nature of the foundation of the enterprise.
On Herr Schroeder's suggestion the original
capital is being set at RM 10 million, with an
agio of 50 % to be paid in.

3.) Name:

In order to let the name indicate both
the former and the new type of production the
following name for the new company is to
be proposed to the Chief of Civil Administration:
Krama Kraftwagen- und Maschinenbau G.m.b.H.

If the above official authority so desires, the word "Elsass" can be added to the name of the firm.

4.) Participants in the company

will be Krupp and Afes.

5.) Process of taking over

The old Elmag will itself settle those of its business affairs in which it was engaged up to and including the 14th of April. Beginning on the 15th of April it will lease the plants to the new G.m.b.H., which from that time on will handle all further business affairs. The old Elmag will sell the semi-finished products to the new company, with

Over

the target day set for the 15th of April and the provision that material which is difficult to sell will be placed on consignment. Because of the different accounting systems of the two firms it will be necessary for a while -- about six months -- to use the Elmag's accounting system for the previous production and concurrently use the Krupp accounting system for the new production, and to reorganize the procedure only in the course of time.

(signature) Rudolph

CERTIFICATE OF TRANSLATION
OF DOCUMENT No. NIK-6252

I, John POSBERRY, No. 20 179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NIK-6252.

John POSBERRY,
No. 20 179.

- 2 -
(END)
Further to our conversation of yesterday, I told F. that we intended to establish a company according to German law, and that, for reasons of simplicity and expediency, we intended to do that here registering it as resident in Essen. In our opinion it should be a matter of indifference to the Chief of the Civil Administration whether the company would be resident in Essen or in Mülheim as the company would operate the enterprise in Alsace.

F. replied that for some time now German law was valid in Alsace too. Therefore there were no objections to establishing and incorporating the company in Alsace. I again pointed out to him that we wanted to work fast and set up the company as simply and quickly as possible.

I confirmed to F. that we would make a concern agreement with the company. He replied that he would not as yet tell what consequences this would have in connection with taxation, and especially would he have to think this over as far as the tax on trade (Gewerbesteuer) was concerned.

When I asked F. whether the Chief of the Civil Administration laid any weight upon the firm's retaining the name Elmag. He couldn't give a definite answer, but he thought that the use of the name Elmag for the new company would be somewhat inconvenient since that was the name of the already existing society. I told him then that we would suggest to call the firm the "Krama Kraftwagen- und Maschinenbau GmbH." (Motor Vehicle and Machine Construction Co.) and to designate in the agreement.
that the purpose of the enterprise was "the production and sale of motor vehicles, textile machinery and other products of general machine construction, the acquisition and construction, lease and operation of installations for the above-mentioned purpose, etc." I replied in the affirmative to the question whether the new company would come forward as a buyer if the works to be taken over and now in operation, would be sold.

F. wants to re-consider the question and will call me again tomorrow.

(Signature): Eberhardt.

CERTIFICATE OF TRANSLATION

16 September 1947

I, Richard ANSCHULTZ, No. D 145 339, hereby certify that I am a duly appointed translator for the English and German languages, and that the above is a true and correct translation of Document No. NIK-8000.

Richard ANSCHULTZ,
No. D 145 339

- 2 -

(END)
The Reich Minister for Armament and Munition

Berlin, 8, 16 April 1943
Parisor Platz 8
Telephone: (stamp)

Secretary of Alfred von Bohlen
19 April 1943

Sonctary of Alfred von Bohlen, 19 April 1943

Artillery Design Dept.
21 April 1943 No. 58919 g
Answered: 20 April 1943.

To the Verwaltungs der Fried. Krupp AG
Attention of Herr Alfred von Bohlen

_INITIALE: A.v.B._

Subject: Use of the Alsace machine factory for motor vehicle construction of the Firm Fried. Krupp AG.

In the conference between the representatives of the Krupp Firm and the Elmag at the Reich Ministry for Armament and Munition on the 27 March a basic agreement was reached according to which a representative of the Krupp Firm -- Director Roth was named, as being the principal technical co-member of the Verwaltungs der Fried. Krupp AG -- should be on the Verwaltungs of the Elmag; the remaining measures necessary for carrying out the orderly transfer are to be arranged by the Krupp Firm and the Elmag on the basis of friendly agreement.

It is now stated that a contract has in fact been executed by the two firms, in the form of an agreement to manage the plant; but that the representatives of the Krupp Firm, one of them a commercial member of the Verwaltungs, are to be on the Verwaltungs of the Elmag. At the same time Director Delner, who hitherto has been the commercial representative on the Verwaltungs of the Elmag, was informed that his services would no longer be required.
In the conference at the Reich Ministry for Armament and Munition the discussions were based on the understanding that nothing would be undertaken that was contrary to the interests of the principal officials of the Elmag unless these declared themselves agreeable thereto. Since I do not think that Director Dalner's leaving the Vorstand of the Elmag has anything to do with the needs of the ordered plant transfer by Krupp, I propose that the matter be again discussed with the Vorstand of the Elmag, but above all with Director Dalner. Only if the entire Vorstand of the Elmag, particularly Director Dalner, approves such a measure, can I agree the entry of another representative of the Krupp firm for taking over the commercial management of the Elmag. Otherwise I request that you desist from the projected action.

Please send a copy of the agreement reached with the Elmag. Furthermore, I request that in making the transfer of operations no departure be made from the basic policies laid down in the conference at the Reich Ministry for Armament and Munition on the 27 March unless the Chief of the Civil Administration expressly consents to action that goes beyond these policies after he has heard the principal officials of the Elmag.

I have sent a copy of this letter to the Chief of Civil Administration, attention of Minister President Kuehler.

Heil Hitler!

In deputy:

(signature) Hettlage

(Professor Dr. Hettlage)

(handwritten): Artillery Design files (A.K.S.)

Letter answered with LKS No. 58919 g of 20 April 1943.

- 2 -
TRANSLATION OF DOCUMENT No. NIK-6253

CERTIFICATE OF TRANSLATION
OF DOCUMENT No. NIK-6253

23 September 1947

I, John FOSBERRY, No. 20 179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NIK-6253.

John FOSBERRY,
No. 20 179.
Ordnance and Shipping Dept. (A/5)
Department: Gun ships - 58919/4

To the
Reich Minister for Armament and Munitions,
Attention of Professor Dr. RENFLAEB

Berlin VII-8
Friedrichstr. 3.

Re: Transfer of the Friedrich KRUPP A.-G. motor-works to
Elzasische Maschinenbau AG. (Elmag)

File: Your letter of 16 April 1943 - Signed: H/St. Ak 58919

Pursuant to our conference with the Reich Minister for Armament and
Munitions on 27 March negotiations took place at the office of the
Chief of the Civil Administration Alsace on 30 and 31 March, in
which the Vorstand of Elmag, Elzasische Maschinenbau A.-G.,
Director DANGER and Director Dr. SCHMÄCHER participated. The
negotiations resulted in a contract to code the plant, copy of which
is enclosed and according to which Krupp takes over management of
the plants belonging the Elmag in Mulhouse, Heslach and Jungols.
The management of the three plants by Krupp, or a company to be
founded was regarded as the most suitable form of organization for
carrying out the necessary armament program as soon as possible.

(Handwritten marginal notes:
IIG 12-11 NUßELER, REIMENZT-Ordnance
& Shipping Dept.

Meanwhile it has been furthermore agreed between the Chief of the
Civil Administration (CdA) and our firm, that KRUPP shall found a
special company, which shall appear in place of KRUPP in the contract
making over the plant. At the special request of the Chief of the
Civil Administration "Elmag" is to appear in the trade-name of the new
company. Its signature will be: Elmag, Werke Elmes, Maschinen-
bau-Gesellschaft a.b.b. The working capital will amount to 10 million
Reichsmarks. Besides subscribing the business shares, the partners
will pay in an additional 5 million Reichsmarks, which are to be
transferred to the reserve funds of the company. The management of
the company will consist of the following gentlemen:

1943

20 April
(Page 1 of original cont'd)

Director ROTH

Director (HEADMAAS...)

Director Dr. SCHUMACHER

Friedrich KRUPP A.-G.

Hitherto with ELMAG Elsassische Maschinenbau A.-G.,
but who is resigning from
his position in this firm and
as Acting Manager (Kornissar.)

For the present Director DAIMLER will remain as Vorstand and Acting Manager of the ELMAG Elsassische Maschinenbau A.-G. Mulhouse, which aside from the Alsatian plants, owns a number of other plants located in France. As regards the agreement concerning his personally we take the liberty of referring to Par. 8 of the enclosed copy of the contract.

(Page 2 of original)

It became evident during the Strasbourg negotiations that it is necessary to make a clear-cut organization of the personnel in the management of the new company in order to obtain the best possible cooperation. Because of the important obligations to be undertaken by us, we could not possibly forget appointing one of the commercial members of our firm to the management of the new company. It so happened that we were unable to offer a satisfactory position in the new company to Director DAIMLER. He himself considered the work left to him in the ELMAG Elsassische Maschinenbau A.-G. as Vorstand and Kornissar as insufficient in the long run. Therefore, in the interest of Herr DAIMLER we have made the above-mentioned agreement with the Chief of the Civil Administration. Herr DAIMLER has expressly agreed to this.

He non whatsoever from our firm will be added to the Vorstand of the "old" company, the ELMAG, Elsassische Maschinenbau A.-G.

Because of the arrangement finally made this proved to be unnecessary and inexpedient.

Therefore, the measures for carrying out the transfer of the plant were taken with the full agreement of the Chief of the Civil Administration and after hearing the opinions of the executives of ELMAG, Elsassische Maschinenbau A.-G. In the meantime Herr DAIMLER was in Essen on 13 April for a discussion of his personal matters with Herr Alfred von Bohlen. Herr DAIMLER again declared himself in agreement with the Strasbourg arrangement. We have forwarded a copy of this letter to the Chief of the Civil Administration for Alsace, attention of Ministerpräsident Dr. KÖRNER, in Strasbourg.
Copy to
the Chief of the Civil Administration
in Alsace, attention of Minister-president
Dr. KOHLER
Strasbourg/Alsace
Bismarckplatz 4
for information

CERTIFICATE OF TRANSLATION 25 July 1947
I, J.B. ROBINSON, X-046 350, hereby certify that I am thoroughly
conversant with the English and German languages and that the
above is a true and correct translation of the document No. H1-2888.

J.B. ROBINSON
X-046 350.
The Reich Minister
for Arsenals and Munitions
Economics and Finance / K.(MF/K)

To the

Vorstand of Friedrich KRUß A.G.

KREU.


I am sending you herewith a copy of my today's letter to the Chief of the Civil Administration in Altena concerning the matter mentioned above. I request that you, too, use your influence to bring about a friendly collaboration with Elmag.

The assignment of the firm Friedrich KRUß A.G. to the Elmag plants is merely a consequence of the war, which will be taken into consideration in looking out for Elmag's interests.

Heil Hitler!

signed: Professor Dr. HEMERLAGE.

Copies to:

Elmag (Mueller)
EH (Eberhardt)
Su
AX (Ordnance & Shipping Dept.)
Kraew
ZG (Technical Office)

Enclosure: distribution
In reply to your letter dated 28th last month I am pleased to inform you that my letter of 16th April concerning the matter mentioned above, was occasioned by information received from Director MEM, member of the Vorstand of Elmag, Director MEM informed us that he was not in agreement with the arrangement made concerning himself in Par. 8, 2 of the plant management contract and that Elmag, for which he is speaking as its acting administrator, considers itself relieved by the form of the plant management contract, chosen by the Luftwaffenbetrieb. A similar report has been sent to you by Director MEM on 30th April. In its whole tendency, this contract is not in keeping with the standards agreed upon at the conference with the Reich Minister for Armament and Munitions for the cooperation between Elmag and Luftwaffenbetrieb.

From here it is impossible for me to judge in detail whether the provisions of the contract making over the plant are too exacting for the Elmag management or not. On the whole, the contract seems to me a guarantee for a uniform management of the enterprise and its best utilization for armament. I would be very grateful to the Chief of the Civil Administration, however, if he would use his influence to have a satisfactory arrangement made as regards Director MEM personally, which would meet with Director MEM's approval, too.

Heil Hitler!

signed: Professor Dr. HÜTLER

( page 2 of original )

Charlottenburg, 4 May 1943
Verlängerter Jobenstrasse
Building 6 a

To the
Chief of the Civil Administration in Alsace
Attention of Ministerpräsident KOSMÉR

Strasbourg,
Fischereiplatz 4

To: MEM - Friedrich Luftwaffenbetrieb A.G. - Management contract -

In reply to your letter dated 6464 HV - dated 28th last month I am pleased to inform you that my letter of 16th April concerning the matter mentioned above, was occasioned by information received from Director MEM, member of the Vorstand of Elmag. Director MEM informed us that he was not in agreement with the arrangement made concerning himself in Par. 8, 2 of the plant management contract and that Elmag, for which he is speaking as its acting administrator, considers itself relieved by the form of the plant management contract, chosen by the Luftwaffenbetrieb. A similar report has been sent to you by Director MEM on 30th April. In its whole tendency, this contract is not in keeping with the standards agreed upon at the conference with the Reich Minister for Armament and Munitions for the cooperation between Elmag and Luftwaffenbetrieb.

From here it is impossible for me to judge in detail whether the provisions of the contract making over the plant are too exacting for the Elmag management or not. On the whole, the contract seems to me a guarantee for a uniform management of the enterprise and its best utilization for armament. I would be very grateful to the Chief of the Civil Administration, however, if he would use his influence to have a satisfactory arrangement made as regards Director MEM personally, which would meet with Director MEM's approval, too.

Heil Hitler!

signed: Professor Dr. HÜTLER

( page 2 of original )
CERTIFICATE OF TRANSLATION

24 July 1947

I, J.N. ROBINSON, X 046 350, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. MI-2364.

J.N. ROBINSON
X 046 350.
Zessen, 6 May 1943

Minutes of the Meeting of the Reich Ministry for Armament and Munition, Berlin, 5 May 1943.

Present were:
- Dr. Scheuermann - Reich Ministry for Armament and Munition
- Schroeder - F.A. (Fried. Krupp)
- Eberhardt

Rei: Refund of transfer costs.

We referred to the statement of Prof. Hottlage made in the course of the conference of 27 March 1943 according to which the Reich would have all costs involved in the transfer of the Kubawa (Motor Vehicle Construction) to the Elmag in as much as they have not already been taken over in accordance with the War Damage Ordinance. Included were those costs which would arise during the final transfer.

We told Dr. Scheuermann that this question of the refund of costs was of special importance for us, because it was not only a matter of transferring the Kubawa to the Elmag but also one of transferring other plants elsewhere. In our opinion the following may be necessary:

Transfer due to enemy action,
Preventive transfers, either by orders or our own initiative.

Costs of transfers we understand to include the costs of the transfer itself starting with the dismantling of machinery until their readiness to start production again, the costs involved in starting production at the new location, increased costs of production at the new location as compared with the old, for instance, higher pay for the workers, re-inbursement for double budget expenditures, lodging and board, etc., and finally costs and demands at the conclusion of the
transfer, such as costs involved in re-transferring to the old place, reconstruction of shops and equipment as they were originally, satisfying of claims of third parties, etc.

Dr. Schuermann confirmed in principle the readiness to take over these costs. In every case an order must be issued by the competent Wehrmacht section, in the case of the Supreme Command of the Army, by the Armaments Chief Engineer (We Chef Ing). Also in such cases in which we do not receive direct orders from the Supreme Command of the Army, such as caterpillar track production which will be transferred to Reunrade, the order for transfer must be issued by the We Chef Ing.

We confirmed to Dr. Schuermann that the costs of transfer would be looked accurately and that they would be kept separate from the costs re-imbursed in accordance with the War Damages Ordinance, and that naturally a double re-imbursement was out of the question.

At the end we decided that upon the basis of our discussion and the agreement reached in principle we would send in a request to Dr. Schuermann who would then let us know what the method of procedure would be in the case of each individual order.

(handwritten) 29 Oct 1943

(signature): Eberhardt

CERTIFICATE OF TRANSLATION

17 September 1947

I, Richard ANSCHULTZ, No. D 145 339, hereby certify that I am a duly appointed translator for the English and German languages, and that the above is a true and correct translation of Document No. NIK-8502.

Richard ANSCHULTZ,
No. D 145 339.
6 May 1943

(hubber stamp)

(illegible) A C.

[illegible] 126/1942

Received 18 May 1942

RECORD

Made at Kuelhausen, at the office of the undersigned Notary Public, and
in the year nineteen hundred and forty-three,
the sixth of May,

Before me, the undersigned Notary Public, Dr. Renatus BLENN, in official residence at Kuelhausen/Alsace,
appeared to-day attorney, Dr. Kurt SCHUR of Essen, establishing his legal status by an official driving licence of the chief of police at Essen, dated 2 July 1937 — List No. Sch 171 — with photomach — acting here by virtue of a power of attorney duly attested by a notary public (document register number 154 of the year 1943 of the Notary Public Doctor Walter Balleis at Essen), and granted to him by Fried, Aktiengesellschaft of Essen and the Aktiengesellschaft fuer Unternehmen der Eisen- und Stahlindustrie at Berlin, dated 27 April 1943, and declared:

The Fried, Krupp Aktiengesellschaft and the Aktiengesellschaft fuer Unternehmen der Eisen- und Stahlindustrie, are forming a limited company styled

Elma; erke Elges, Maschinenbaugesellschaft mit beschraenkte Haftung,

(stamp)

Dr. R. Biery

Notar

Karl Hack-Strasse 4

Kuelhausen 1./3.

(initial)

The seat of the company is at Kuelhausen (Alsace).

The newly-promoted company receives a deed of partnership attached to this record.

Of the company's capital stock of altogether ten million Reichsmark — Rs. 10,000,000,—
Fried, Krupp Aktiengesellschaft takes over a capital share of the Aktiengesellschaft fuer Unternehmen der Eisen- und Stahlindustrie another share of
Rs. 9,000,000,—
Rs. 1,000,000,—

The capital shares are payable immediately at the full cash-value.

Over and above the subscription of these shares
a) the Fried, Krupp Aktiengesellschaft enters into an engagement for one immediate payment of four million five hundred thousand Reichsmark — Rs. 4,500,000,—
b) the Aktiengesellschaft fuer Unternehmen der Eisen — und
Stahlindustrie for one immediate payment of five hundred thousand Reichsmarks

\[ 500,000 \]
these payments to be allocated to the reserve fund of the company.

As executive managers of the company are appointed:

(initial)

1. Herr Director Diplom-Ingenieur Adolf HÜTh, Essen,
2. Herr Director Gustav HABERMAS, Essen,
3. Herr Director Dr. Walter SCHULZEN, Huelhausen.

According to paragraph 6 of the contract of partnership each of the executive managers is entitled to represent the company in conjunction with another manager or in conjunction with a Prokurist.

THIS STATEMENT, read aloud before him by the Notary Public, was approved by the party present and signed by him and the notary in their own handwriting as follows.

Follow the signatures.

DEED OF PARTNERSHIP

Article 1.

The company is styled:

"AG, EISEN- UND STAHLLINDUSTRIE MIT BESCHRÄNKTEN HÜFTUNG",

and is located at Huelhausen in Alsace.

Article 2.

The object of the establishment is:

a) the manufacture and sale of motor-vehicles, spinning frames and other articles of general machine construction,
b) the acquisition, installation, lease, and operating of plants serving the purposes mentioned under a),
c) the operation of other establishments and the engaging in business of all kinds

(initial)

which are considered to lie within the scope of the company's interests, as well as the participation in other enterprises of the same type.

Article 3.

The capital stock of the company amounts to ten million Reichsmarks

\[ 10,000,000 \]
of this is taken over by

a) the Fried. Krupp Aktiengesellschaft

[9,000,000]
b) the Aktiengesellschaft fuer Unternehmen der Eisen- und Stahlindustrie

[1,000,000]
The capital is to be paid in full prior to the registration of the
Article 4.

The partners, over and above the payment of the capital shares, undertake the following obligation:

a) the Fied. Krupp Aktiengesellschaft one payment of four million five hundred thousand Reichsmark — Rm. 4,500,000,—

b) the Aktiengesellschaft für Unternehmen der Eisen- und Stahlindustrie one payment of five hundred thousand Reichsmark — Rm. 500,000.—

These payments to be allocated to the company’s reserve fund.

(initial)

Article 5.

The executive representatives of the company are

a) one or several of the managers,

b) the meeting of shareholders.

Article 6.

Should several managers be present the company will be represented by two managers or by one manager in conjunction with a Prokurist.

Article 7.

The business year runs from 1 October to 30 September. The first business year ends on 30 September 1943.

The company has been promoted for an indefinite period of time.

Article 8.

The meeting of shareholders, with due regard to statutory regulations, is alone responsible for the fixing of the balance-sheet and the net-profit.

Article 9.

All public notices of the company to be restricted to the Deutsche Reichsanzeiger.

Muelhausen, 6 May 1943.

signed: Dr. SCHUTZ

For testified copy

signature illegible

CERTIFICATE OF TRANSLATION

I, .MASON, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. UKC-7198.

M. Mason
6170

1 August 1947