## Spoliation, Intent— Expressions and Methods of Effectuation

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<tr>
<td>NIK-13165</td>
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<td>Two carbon copies of letters of 19 June 1941 taken from a folder of documents captured in the KRUPP files under the title &quot;AMERIKA&quot;. The letters, one from SCHROEDER to EBERHARDT and the other from SCHROEDER to BUSCHMANN, disclose that six months before Pearl Harbour EBERHARDT, LOSER and Alfred KRUPP were making plans with their associates for the securing of trusteehips of &quot;enterprises of interest to us in case American property would be confiscated as a retaliation against the Americans.&quot; Manner of acquiring is covered by attached affidavit. Dated: 16 December 1947.</td>
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<td>NIK-13065</td>
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<td>Affidavit of William J. STEEN, U.S. Civilian, enumerating and certifying selected items from captured documents &quot;Listing of the Vorstand of Fried. KRUPP&quot; from October 1, 1941 to June 30, 1944. LOSER, JANSSEN and Alfred KRUPP were present at meetings at which plans were discussed for acquisition of interests in Greek and Norwegian mines; Dutch ship-building concerns; Latvian, Yugoslavian and Russian iron-handling establishments; etc. Dated: 10 December 1947.</td>
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<tr>
<td>NIK-11563</td>
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<td>Affidavit of Hans SCHARRER, former trustee of shipbuilding concern &quot;TJKLJIN at Rotterdam, concerning denouncing of his Dutch partner DEKKERS by co-owner EBERHARDT, a naturalized Dutchman of German descent, which denunciation caused the firm to be put under Enemy Property Administration. SCHARRER also gives details of attempted persuasion by Dr. BALLYAS that he return the trusteeship of &quot;TJKLJIN to</td>
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<td>ERHARDT, who was the nominee of KRUPP, which concern had the strongest financial interest in the Dutch shipbuilding company. Dated: 8 August 1947.</td>
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<td>NIK-6053</td>
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<td>Confidential letter from Dr. BALLAS to KULLIAN suggesting that DEKKERS, co-owner of TIIKLIJN Shipbuilding Concern with Nazi party-member ERHARDT be eliminated from the firm so that KRUPP will be able to get control of TIIKLIJN with ERHARDT's assistance. Dated: 25 February 1942.</td>
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<td>NIK-5997</td>
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<td>Report sent by SCHROEDER to LOESER informing him that Mr. TORCELBOER, Dutch owner of the De HOCPE shipyard, does not display sufficient eagerness to assist the German Navy nor to sell this shipyard to KRUPP for a reasonable price. He suggests that KNOBLOCH induce the German Navy to apply pressure on TORCELBOER to sell his shipyard to KRUPP. Dated: 11 June 1942.</td>
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<tr>
<td>NIK-13041</td>
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<td>File note from KUETNER to Fried- rich FLICK on the expansion endeavors of the KRUPP firm. Dated: 26 June 1942.</td>
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<td>NIK-12736</td>
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<td>Memorandum from HUPE to SCHROEDER suggesting an inspection of the ateliers of Louis PEFBIJ, Dombaslo, with a view to acquiring said workshops for production of railroad steam locomotives and similar equipment. Dated: 13 August 1942.</td>
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<td>NIK-13106</td>
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<td>Two letters by H. HERRIANN, one to SCHROEDER and one to Karl PFIRSCH, dealing with the ROTTERDAMSCHER DROOGDOK LAATSCHAPPIJ N.V., Rotterdam (Holland), and disclosing the interest shown and initiative exerted by Karl PFIRSCH regarding this shipbuilding concern. Dated: 31 March 1941 and 16 April 1941.</td>
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<tr>
<td>NIK-13086</td>
<td>Carbon copy of a memorandum dictated by Gerhard KULLIANN concerning a conversation he had with Otto WEISSLANN, Paris, about the DILETTE Line. KRUPP according to the discussion, would be most interested in another of the Normandy lines because the DILETTE line had already been assigned to HANUESLANN. Dated: 17 June 1941.</td>
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<tr>
<td>NIK-12379</td>
<td>Affidavit of Max TINKLER, former Administrator of Haupttrouhandstelle Ost (HTO) which administered industrial property in Poland, about the attempts of Alfred KRUPP and Ewald LOESSR to acquire BUSIARCH-HUETTE and other enterprises. LOESSR's unwillingness, according to TINKLER, to offer adequate payment for industrial enterprises towards which he had taken the initiative in seeking acquisition, caused the transaction not to be consummated. Dated: 31 October 1947.</td>
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<td>NIK-9787</td>
<td>Report by Fritz MUELLER submitted to HOUDELON against KRUPP activities in the field of raw materials during the business year 1942/43. Report contains a list of mines, which KRUPP is exploiting in Norway, France, Serbin, Bulgaria and Greece. Dated: 10 May 1944.</td>
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<tr>
<td>NIK-7302</td>
<td>Annual business report of FRIEDRICH-ALFRED-HUETTE for the business year 1942/43, signed by LIOYSKY and FUGHANN, and describing firm activities of spolia- tion in the Occupied Eastern Territories, going into detail on personalities involved, which include Dr. KORSCHAN &amp; Dr. SCHILDKOETTER, the location of plants, Asow I and Asow II (ILJICSC) and various subsidiaries in Sofia, Taraz, Zagreb, Riga and other cities; and the usage of plants</td>
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for storage and utilization of stocks of semi-finished goods, with usage of new corporate organizations as business representatives. Dated: 1 March 1944.

NIK-7033  Report of SECRET telephone conversation between REIFF of FRIED. KRUPP and Dr. HARTMANN of FRIED.-RICH.-ALFRED.-HUETTE, Andernach, dealing with the transfer of rail-points construction for the purpose of commencing construction of guns. Copies of the report were sent to PFIRSCH, Erich MUeller and EBERHARDT. Dated: 16 October 1942.

NIK-11716  Affidavit of Kurt ROSENBAUM, Director of KRUPP Technical Bureau, concerning the acquisition of construction halls from France in the so-called "LOHA Action". The KRUPP Directorate had to pass upon the request, with Erich MUeller acting as the "Referent" competent for the evacuation. Dated: 8 September 1947.

NIK-12696  Chart of KRUPP plants in Poland and Russia, giving name, location, "trustee", manager, date when taken over, start of production, date of withdrawal, name of director of withdrawal, number of KRUPP employees, etc. Nine plants, shops or business establishments are in Russia, with three delineated in Poland. The chart was prepared by the Economic Department of KRUPP under the direction of SCHROEDER. Dated: 16 October 1947.

NIK-6900  Copies of two "secret" teletypes, back and forth from SCHNEDERS to EBERHARDT, concerning evacuation of technical equipment from ELAG at Andernach to the Otto "OLF combine in Nuernberg. Among the individuals on the distribution
NIK-11667 Affidavit of Kurt ROSENBAUM concerning KRUPP methods of acquiring machinery from occupied countries machinery during the war, with grants of money from the Direktorium, which was the final determinator of all essential facts. ROSES, ALKETT and the O.K.7, are mentioned as offices through which purchases of machinery were effectuated. Dated: 11 September 1947.

NIK-11718 Affidavit of Kurt ROSENBAUM amplifying his previous affidavits and specifying that under the selection technique set by the O.K.H., KRUPP occasionally had to accept machines which did not exactly correspond to requirements. "but I do not remember that we ever had to accept machines which we had not asked for at all." Dated: 11 September 1947.

NIK-11678 Kurt ROSENBAUM affidavit stating that requisitioned machinery from the Occupied Countries was acquired by KRUPP, with members of the KRUPP Directorate knowing that among the requisitioned machinery were machines originating in France and French-owned. Dated: 11 September 1947.

NIK-12736 Affidavit by Heinrich KLEINSTOLL on quantity of ore secured by KRUPP during the War from each of the countries occupied by German forces. Discussion covers concerns from which ore was secured or purchased, methods of fixing prices and manner of payment by KRUPP. Dated: 27 October 1947.
NIK-12737  Affidavit by Emil BELLINGROTH, Department Director for ore purchase, indicating amounts and types of ores and chemicals secured by KRUPP during the war from German-occupied countries, Disclosure is made as to responsible KRUPP officials, and countries named as victims of KRUPP spoliation include France, Russia, Greece and Holland.
Dated: 24 October 1947.

NIK-13272  Affidavit of Hans REUTER, general manager of DSIKIAG, A.G., describing activities of the "Ruhrstab" during the "Ruhrhilfe" action concerned with speedy reconstruction of bombdamaged Ruhr Industry, emphasizing "combing actions" which transferred machines to plants in urgent need of them.
Dated: 15 December 1947.

NIK-13324  Affidavit of Karl SANDER, employee of ROGES, describing activities of ROGES in procuring goods of all kinds from German-occupied countries and distributing them in Germany. SANDER's records reveal receipt of goods by KRUPP from ROGES of a value totalling RM 13,148,916.82.

NIK-13377  Affidavit of Alex HENZ, Department Chief of KRUPP Technical Office, indicating the important part played and methods employed by this office in the acquisition of machines for the Essen complex. Applications for credits to cover such purchases had to be approved by the Vorstand.

NIK-12989  Affidavit of Heinz SCHMID-LOSEBERG, member of the Advisory Council (Berat) of Raw Material Trade Company m.b.H. (ROGES) concerning the operations of ROGES in regard to raw materials and machinery in France, Belgium and Holland.
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<td>NIK-12989</td>
<td>cont'd.</td>
<td>Interested German firms, he states, applied for allocation of machinery and other goods, and names the KRUPP official Von BELLRIHSEN as one of the persons with them he dealt in such matters. Dated: 5 December 1947.</td>
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<tr>
<td>NIK-12989</td>
<td></td>
<td>Affidavit of SCHILD-LOESLING dealing with his relationship with the HULSTUNGS-AGNIOR G.m.b.H., especially in its function of supplying raw materials and machinery, enumerating the tasks of the offices in Occupied Territories (France, Belgium and Holland in particular). Dated: 5 December 1947.</td>
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<td>NIK-11345</td>
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<td>Affidavit of Alexander KOLLKEN, head of the Shipping Department of KRUPP, Essen, recalling the arrival of &quot;so-called evacuation goods from the Western countries&quot; at the KRUPP plant, with a bill of leading indicating the KRUPP shop where the machines were to be set up. Evacuation goods arrived from September 1944 until January or February 1945. Dated: 29 December 1947.</td>
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<td>NIK-9654</td>
<td></td>
<td>Affidavit of Kurt ROSENBAUER dealing with methods of acquisition of property and payment through HUGAS or by way of &quot;clearing&quot; arrangements. Dated: 22 May 1947.</td>
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<td>NIK-11684</td>
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<td>Minutes of a meeting held at H.B./P. in Essen on 31 December 1940, signed by KRUPP, referring to flak production and coastal defense. In the course of the meeting Erich MUeller suggested that new machines from France be speedily shipped to insure increased production. Dated: 2 January 1941.</td>
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<tr>
<td>NIK-11721</td>
<td></td>
<td>Affidavit of Kurt ROSEMBAUER describing the procedure of replacing machinery in bombed KRUPP factories, and naming JANSEN and EBERHARDT as among the men involved in the Financial Department. Dated: 8 September 1947.</td>
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<tr>
<td>NI-6019</td>
<td>Affidavit of Hermann von HANSSL, Plenipotentiary General for Iron and Steel in the Four Year Plan from 18 July 1937 until December, 1942. Even these industrialists who were in principle not in favor of the Party wished to participate and to profit. The industrialists were eager to get as many production orders as possible even beyond their own productive capacity. Dated: 23 April 1947.</td>
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<tr>
<td>NIK-13025</td>
<td>Photostat of translation of an article in &quot;The Financial News&quot; of 15 July 1943, with appendant note from Liaison Office Iron for Literature and Newspapers to notice of A. KEMP; received by the office of the secretary, 2 August 1943, initialled by A. KEMP; marked very confidential. Dated: Sent from Berlin 2 August 1943 Published 15 July 1943.</td>
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I, Leo BROUDES, U.S. Civilian, AGO No. A 165 775, Nuernberg, certify under oath that I have taken out from the KRUPP folder marked KA 26, index No. 13 under keyword "Amerika", two documents, dated June 19, 1941, and stamped with the name of SCHROEDER, directed to Dr. BUSMANN and Herr EBHRARDT respectively, both dealing with the question of KRUPP taking over American property in the form of a trusteeship. The folder out of which these above mentioned papers were taken, is part of the captured material for which there exists an overall certification from the British authorities in Herford/Westphalia.

I have carefully read the above declaration and have signed it personally.

(Signature): Leo BROUDES
(Signature of deponent)

Sworn to and signed before me this 16th December 1947 at Nuernberg, by Leo BROUDES, known to me to be the person making the above statement.

(Signature): Joseph G. Gallagher
1st Lt.O.1186790
Adjutant OCCWG
Mr. A. v. BÖHLEN just asked me which steps we had undertaken to secure trusteeships of enterprises of interest to us in case American property would be confiscated as a retaliation against the Americans.

I told him that you are slated to become a trustee for the NATIONAL-KRUPP REGISTRAKASSEN G.m.b.H. (NATIONAL-KRUPP CASH REGISTER LTD:) Analyst).

In my opinion, however, it is not sufficient if this is arranged with the company. There is rather required a consent from Government authorities, probably from Ministerialdirektor Dr. ERNST.

Mr. A. v. BÖHLEN requests you to report to him briefly.

Since I shall not be present to-morrow, and not having been able to reach you today, I inform you about this matter in writing.

(Stamp): signed SCHROEDER

CERTIFICATE OF TRANSLATION 17 Dec 1947
I, Julia KERR, ETO 20185, hereby certify that I am duly appointed translator for the German and English languages and that the above is a true and correct translation of the original document No. NIK - 13 165.

(Signature): Julia KERR
ETO 20 185
We were discussing the DUEHRKOPF WORKS a few days ago. I have not done anything yet, since I wanted to await the return of Dr. LOEBER.

Would the "SINGER SEWING MACHINES" also be suitable for you? The SINGER SEWING MACHINES are, to my knowledge, American property. The appointment of trustees as a retaliation against the Americans is to be reckoned with shortly. Maybe a man of Krupp could then become a trustee.

(Stamp): signed SCHROEDER

I, Julia KEHR, ETO 20 185, hereby certify that I am duly appointed translator for the German and English languages and that the above is a true and correct translation of the original document No. NIK - 13 165.

(Signature): Julia KEHR

ETO 20 185
I, William J. Sehn, hereby certify under oath that I have seen the below-mentioned items in captured documents containing the minutes of the Vorstand of the Friedrich Krupp ... Co. The names of the persons recorded herein under the word "Signed" appear at the end of the pages from which the items mentioned in this affidavit are selected.

Meetings of the Fried. Krupp ... G. Vorstand
from 1 October 1941 to 30 June 1944

11 November 1941

Present
Subject
Requested by
Speaker
Decision
Signed

: GOEBENS, LOEBER, ALFRED VON BOHLEN
: 150,000 for the purchase of 22,000 shares of Société Anonyme Internationale des Mines at Commerce des Minerais, then (Goebbels)
: Main Administration Ore Mining
: 
: ALFRED VON BOHLEN

6 January 1942

Present
Subject
Requested by
Speaker
Decision
Remarks
Signed

: LOEBER, GOEBENS, LOEBER, ALFRED VON BOHLEN
: 250,000 Norwegian Kroner or 142,050 M. for temporary credit for acquisition and mining of polymeric deposits in Norway
: Main Administration, Ore Mining
: Dr. ALFRED VON BOHLEN
: 

4 May 1942

Present
Subject
Speaker
Decision
Signed

: GOEBENS, LOEBER, ALFRED VON BOHLEN
: 130,000 M. for acquisition of shares of H.V. Stoosweg- Antschiwijp Wijklijn, Rotterdam
: Dr. LOEBER
: 
: GOEBENS, E. LOEBER, ALFRED VON BOHLEN

13 June 1942

Requested by
Subject
Credit
Decision
Signed

: FRIEDRICH ALFRED HÜTTE
: Establishment of Krupp-Dischendahl Riga GmbH
: 20,000 M.
: 
: ALFRED VON BOHLEN, E. LOEBER, GOEBENS

- 1 -
25 June 1942

Requested by: Vertreterbüro
Subject: Purchase of real estate in Bucharest of erection of a steel storage at the representation "Trudi Incal"
Credit Decision: 60,000 Rf.
Signed: Alfred von Bohlen, E. Loeser, Gjerness

11 July 1942

Requested by: H.V. Erzbergbau (Ore mining administration)
Subject: Deutsch-Bulgarischen Erzbergbau Sofia participation Reichswerke Arm. Göring and Fried. Krupp...6. 5% each.
Credit Decision: 2,000,000 Rf.
Signed: ALFRED VON BOHLEN, LOESER, GJERNES

15 September 1942

Requested by: Kraftwagenwerk
Subject: Establishment of and loan for Krupp Industrie et commerce Paris
Credit Decision: 1,250,000 Rf.
Signed: ALFRED VON BOHLEN, E. LOESER, GJERNES

15 December 1942

Requested by: FRIEDRICH-ALFRED-KÜHN
Subject: Establishment of Krupp Eisenhändel U. reine G.m.b.H. in Kiev
Credit Decision: 100,000 Rf.
Signed: ALFRED VON BOHLEN, E. LOESER, GJERNES

17 May 1943

Requested by: Beteiligungs-Büro (Office of participating shareholders)
Subject: Payment of funds for Fried. Krupp Berthawork G. Breslau
Credit Decision: 8,750,000 Rf., approved
Signed: ALFRED VON BOHLEN, GJERNES, J. Nessler
I, William J. STEEN, have checked each item quoted above with the original captured document reporting the meetings of the Vorstand of Friedrich Krupp -- a. and certify under oath that the items enumerated above are a selection taken by me from that original document.

(Signature)

William J. STEEN

Born to and signed before me this 10th day of December 1947 at Kurenberg, Germany by William J. STEEN, known to me to be the person making the above affidavit.

(Signature)

JOSEPH G. C. -- L E R B E R
1st Lt., M. O. G05790
Adjutant

Office of Chief of Counsel
for War Crimes,
U.S. War Department

- End -
I, Hans SCHARRER, after having been cautioned that I render myself liable to punishment by making a false affidavit, hereby declare the following under oath and without having been subjected to any duress:

I was born 23 June 1893 at Duisburg and am a German subject. Toward the end of 1940 I was appointed trustee (Vertrauensmann) of the four Amsterdam shipping companies by the Reich Commissioner for Ocean and Inland Navigation in the Netherlands. Some time in 1941 I was appointed trustee of the Stoomvaartmaatschappij "Wijklijn" at Rotterdam.

Here I encountered extraordinary conditions. Before the occupation of Holland, Messrs. Otto Robert PHILIP and Jozef Marinus DEKKERS were the managers of the "Wijklijn". BEHRARDT, a naturalized Dutcman of German descent, had – with the help of a certain SCHIERS, a German, who during the occupation had become manager of the Commissioner for Ocean and Inland Navigation – succeeded in displacing his partner, DEKKERS, a real Dutchman, by having the firm placed under Enemy Property Administration. He himself told me, and this was confirmed by DEKKERS, that he, BEHRARDT himself, had gone to CHRISTIENSEN and told him he could not guarantee a proper management in a Dutch sense if DEKKERS stayed as manager; DEKKERS was anti-German. Since DEKKERS was still a partner, the only possible way to get him out of the management was to place the shipping company under Enemy Property Administration and to appoint him, BEHRARDT, trustee. This was put into effect until I was appointed trustee. DEKKERS told me in the presence of my collaborator, Paul FITZGERALD, that BEHRARDT had forbidden him, DEKKERS, even to enter his own office. There was no legal foundation – even according to the laws of the German Occupying Power – for the placing of a firm under Enemy Property Administration unless one or several members of the management were regarded unreliable in the German sense. That is why Mr. BEHRARDT took to denouncing his partner.

After I had been appointed trustee at the "Wijklijn", BEHRARDT tried by his uncompromising attitude in the presence of my collaborator FITZGERALD, to prevail upon me to renounce my appointment as trustee and leave it to him, BEHRARDT. He hinted that the firm of Krupp was very much interested in his staying on as trustee.

As a matter of fact I received a trunk call from Krupp shortly afterwards; the head of the legal department, I believe a certain Dr. BALLAS, was on the phone and told me the following:

"We have been informed by Mr. BEHRARDT that you have been appointed trustee of the "Wijklijn" in his place. We do not like that at all."

In answer to my question what Krupp had to do with the "Wijklijn" he said: "BEHRARDT is only the administrator of this shipping company in which we have a strong financial interest!"

Then I told him I could not do anything concerning my appointment as trustee, he became very upset and at the end of the trunk call.
announced that he was coming to Amsterdam. I remember now that this
must have been in Spring 1942.

He did, in fact, appear at my office in Amsterdam soon afterward
and tried repeatedly, with extraordinary obstinacy and by
threatening economic reprisals against my own firm which entertained
extensive business connections with Krupp, to make me yield. At this
discussion too, the question was raised as to what Krupp had to do
with "Vijklijn", and Krupp's legal representative declared once more
that B.E.M.A.R.T was in fact only a nominee of Krupp who would not, of
his own accord, have been in a position to build up such a shipping
company with his own financial resources.

As had to depart without having achieved his purpose.

Krupp never again contacted me in this respect, I do not know
whether any interchange of holdings took place at the "Vijklijn" during
my trusteeship. The character of this company would have made such
interchanges without my knowledge possible.

I declare under oath that I have carefully read each of the two ppages
of the above affidavit and have signed it in my own handwriting. I
have made and initialled the necessary corrections in my own handwriting
and hereby declare under oath that in this affidavit I have told the
full truth to the best of my knowledge and belief.

signature: Hans SCHAHRER

Sworn to and signed before me this Friday of the 8th August 1947 at
The Hague by H. SCHAHRER, known to me to be the person making the
above affidavit.

signature: Dr. Max KAUFMANN
U.S. Civilian
Office of Chief of Counsel for War Crimes
U.S. War Department

CERTIFICATE OF TRANSLATION

October 31, 1947

I, E.B. Bussmann, 20128, 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. MK-11563.

E.B. Bussmann
No. 20128

"END"
to Herr Kyllmann

To Herr Kyllmann

study of the situation at the firm of Erhardt & Lekkers, a shipowners of Rotterdam, produced the following:

The firm of Erhardt & Lekkers constitutes, according to the articles of partnership, the directing agency of the N.V. Stoomvaart- Maatschappij Wijckljin, and the owners at the same time have a participating interest in the capital of the Wijckljin. The Wijckljin possesses the following ships:

Zonnwijk ............7800 tons 1923 Carries for the German Navy
Daurowijk ............5500 tons 1913 Torpedoed
Noordwijk ............5500 tons 1913 Carries for its own account
Winterwijk ............4900 tons 1914 Torpedoed
Beavorwijk ............4600 tons 1920 Carry for their own account
Randwijk ............4200 tons 1920
Stolwijk ............4100 tons 1920 Torpedoed
Iarslrijk ............3850 tons 1921 Declared boot of war by Germany. Paid for by the Dutch Government at 500,000 Guilders

Kathwijk ............2572 tons 1921 Carries for the British

As may be seen from this list, the firm still has four ships at its disposal at the present time, namely, the "Zonnwijk," which is now carrying exclusively for the German Navy, the "Noordwijk," the "Beavorwijk" and the "Randwijk." Nothing is known concerning the fate of the "Winterwijk," the "Stolwijk" apparently is still in British service at present. Two other ships, which carries openely for the British, were torpedoed by Germany. One ship was confiscated by the German Government as boot and "declared a prize of war. For this ship the Dutch Government promised to pay 500,000 Guilders, which seemingly has not yet been paid.

Through Captain Balderston (Armed Inspectorate of the Netherlands in the Anglo - in civil life, Director of the Steenkolon Veroonlaging in Rotterdam (Coal Syndicate), and also incidentally through Herr Erhardt, I learned that the relations between the two partners of the firm of Erhardt & Lekkers, Herr Erhardt and Herr Lekkers, were not very cordial, and that the tension was increasing every day because of their different political views. Herr Erhardt is German and has only become a naturalised Hollander since 1924; he is entirely pro-German. Moreover, for many years he has been a member of the N.S.B. (National Socialist League), and as such was severely prosecuted by the Dutch and thrown into prison at the outbreak of the war with Holland. Herr Lekkers, on the other hand,
is 100% pro-Dutch, that is in this case he is anti-German, and
every opportunity openly tries to resist any action that is in
the interest of Germany. This state of affairs has already led
to consideration being given at the armament Inspectorate to the
necessity of having measures taken by the German Wehrmacht or
other German authorities to have the firm of Erhardt & Dekkers dis-
continue their operations as ship owners.

The state of affairs described above has induced me to study
the possibility, together with Herr Balster, who is a friend
of Herr Erhardt, of securing a control over the Zeiklijn firm. As
a result of inquiries on my part I learned that there may be a
possibility of doing this, but that it would be extremely difficult to
approach the shareholders concerned, who certainly, as soon as they
found out that Germans were interested in the shares, will offer
full resistance. According to my inquiries, the shares are
distributed more or less as follows: Herr Erhardt and Herr Dodkers
together have somewhat more than 50% of the entire capital, each
perhaps 25 to 27%. The rest is in the hands of

 certain groups, who are not known individually
but who could be identified by cautious methods.
Some shares are also in the open market and occasional-
ly change hands. By acting with great circum-
vention it would be possible to acquire these
shares in the open market, as the first step. If a
majority of the shares could be acquired in this
way, possibly together with Herr Erhardt, it would
in my opinion not be impossible to acquire some of
the shares of the private groups as well. Since
all the shares are entirely pro-Dutch, perhaps
they will no longer have much interest in owning
the shares if the firm should come under German
influence. Further, if the directors should be re-
moved and their responsibility turned over to Herr
Erhardt by the German authorities, their interest
owning shares in the firm would decrease. These
are all presumptions, since, naturally, one cannot
foretell the course of development which such
measures will take. For reasons of caution I
have refrained for the time being from taking any
one into my confidence in this matter, outside
of Herr Balster. From Herr Erhardt I have only found
that his attitude toward his partner, Herr Dekkers,
has brought him to the point where he is ready
to make a stand against him.

The last balance sheet of the firm is the
one for the business year 1940, which was made in
April 1940. No further balance sheets have been
publicized. A copy of the balance sheet with
explanations and a translation is enclosed.

a statement as of 31 December 1941 and the articles
of partnership with a translation are also
enclosed.
The statement was obviously prepared for the German authorities.

(Note to x in handwriting:—

x For example, a) 30% of 2,500,000 Guilders - 750,000 - 1,000,000 (Marks?)
   at a rate of, say, 150% - 1,500,000 (Marks?)

b) 51% of 2,500,000 Guilders - 1,275,000 Guilders - 1,700,000 (Marks?) at a rate of, say, 150% - 2,550,000 (Marks?)

Herr Erhardt also told me that the firm, as before, has a good standing throughout. The last quotation of the shares of the Wijkhijn on the stock exchange was about 110. However, it is certain that this quotation would quickly go very much higher as soon as any serious demand became apparent.

Should there be an interest in acquiring the Wijkhijn shares, I must point out that this would be very difficult, because the larger holdings of the shares are in the hands of well-to-do persons who have no need to sell the shares and who, would be disinclined to sell merely because of their antagonism to Germany, without the use of a certain amount of coercion it will hardly be possible to acquire the shares even in part. However, I consider it expedient for the time being to make an attempt to acquire such shares as are in circulation through the agency of some individual who should be selected with extreme care and whose impression on the public must be one of complete neutrality.

Another circumstance which complicates matters, as I see it, is that the Hermann-Goeing-werke has recently applied to the firm of Erhardt & Lekkers for the purpose of turning over to the latter its representation in Holland of certain shipping interests. Herr Lekkers rejected such a connection. Herr Erhardt, however, is negotiating in his own interests with the Hermann-Goeing-werke with the object of collaborating with the Hermann-Goeing-werke, possibly in the form of a new company. It seems to be the intention that the Hermann-Goeing-werke wish to establish a relationship like that which Krupp once had with the firm of Erhardt & Lekkers before the war, under which the partner of the Firm, Herr Lekkers senior, had the control of the Krupp shipping interests in Holland and thereby made use of the shipyard of the firm of Erhardt & Lekkers.

I have requested Herr Erhardt (over)

(page 5 of the original)

to stop by in Essen for the purpose of conferring with us on the matter before he sets out on his trip to the Hermann-Goeing-werke for the negotiations. If any action is to be taken in this matter,
speed is indicated under the circumstances that prevail at the moment.

(signature): EBALLAS

CERTIFICATE OF TRANSLATION

18 December 1947

I, George Goorman, No. 34 789, 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 - 6035.

George GOOLAN,
No. 34 789.
Subject: Visit to Lobith.

Together with Mr. KNOBLOCH of the N.V. Hanöoltrust, Amsterdam, and Mr. HERMANN, Rheinhausen, the undersigned visited the Werft de Hoopo (Dockyard de Hoopo) in Lobith on the 10th of this month. The Dockyard has about 300 employees, and can easily provide employment to double that number. It is currently constructing flat-bottom ferry boats, after having been idle for nearly 10 years, the resumption of operations was due to the action of the German Navy, which needs the productive facilities of the Dockyard for its plans. The Dockyard possesses an adequate amount of space, and the harbour may be enlarged, so that the enterprise of itself has an interest for us, for we could set up our shipyards there for building river craft.

However, for this purpose it would be necessary for Krupp to obtain complete control of the Dockyard, it cannot operate efficiently under the present management. The owner of all the shares (35,000 Guilders), Herr WERTELBOER, is a Hollander. He plainly has no interest in furthering the plans of the German Navy. Consequently, operations are progressing very slowly and they are frequently interrupted. He himself explains this by referring to the usual difficulties, such as personal and the like, with which we are all familiar in Germany and which could be surmounted with a little application of energy. This, however, he does not do. It seems, therefore, that, on the other hand, he cannot evade the requests of the German Navy for obvious reasons, and that, on the other hand, he is operating so slowly so that he may always be able to prove Germany's enemies that he did not provide assistance to the German Navy, he is even being aided in this scheme by the method of payment of the Navy, which gave him the order for flat-bottom ferries on the basis of cost plus, so that the Navy pays the resulting increase in costs to affect him adversely. The flat-bottom ferries might require an outlay in wages of 60,000 Guilders at the present time; Wer telboer, however, requires 90,000 and perhaps even more. If the Navy wishes to keep him operating it should give him a fixed price and let him stand the difference himself between the wages which he incurs; then Herr WERTELBOER would probably take a more intensive interest in the enterprise.

The plan of working in co-operation with WERTELBOER does not appear feasible to us, since we would then take upon ourselves the origin of this delay. On the other hand, we would be interested in buying the Dockyard if it is to be had at a reasonable price. Mr. KNOBLOCH will inform the Navy of our way of looking at the matter, and will suggest that the Navy exert a certain amount of pressure on Wer telboer and, in particular, that it should use a different method of paying him. Perhaps WERTELBOER will then yield and agree to make a sale, for which he shows no interest at the moment.

(signature): Schroeder

To: Mr. LOESER (handwritten)

Copy to: Mr. HERRMANN  Dealt with
I, George Goodman, No. 34 789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is true and correct translation of Document No. NIK-5997.

George GOODMAN,
No. 34 789.
Subject: Expansion-endavors by the firm of Krupp.

I incidently heard the other day from Herr LINDER of the Reich Office for Economic Development (Reichsamt fuer Wirtschaftsrasenbau) that, as far as he know, Herr ROSENBAU of Krupp's, Essen, was at present in the Ukraine. Herr ROSENBAU, as it is known, has been placed in a controlling position, dealing with the planning of Krupp's Silesian armament works by Krupp. As far as I know, he also visited, together with other members of Krupp's the rail car factory Phoenix at Riga shortly before our gentlemen.

I mentioned to Herr LINDER my impression that, obviously, Krupp was pursuing a noticeable policy of expansion at the moment, being interested in incorporating into his firm new enterprises in various parts of the Reich and the Eastern territories. Herr LINDER confirmed my impression, and told me that, in his opinion, next to the Reichswerke it was Krupp who, presently, made the greatest efforts of expansion among all firms of the iron-industry.

Signed: KUETTNER

Copy to Dr. BURKART
Herr KLETSCH
" WEISS.

CERTIFIED TRUE COPY.

CERTIFICATE OF TRANSLATION

17 December 1947

I, Peter SIESEL, ETO 30254, 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-13041.

Peter SIESEL,
ETO 30254
ETABLISSEMENTS

Louis PERRAL

DOMRASLE
"Ourthe et Moselle."
In view of the multifarious requirements, with which I am continually faced with regard not only to the increased efficiency demanded of Reichsbahn steam-locomotives but also to the production of apparatus or auxiliary parts thereof, it would, without a doubt, be of value to know, whether and where suitable workshops are available for lease or sale.

On the basis of the papers at my disposal alone, a final opinion cannot be given as to how suitable the workshops of the Etablissements Louis Perbal might be for the one or the other purpose within my business sphere; but it would have to be established by an inspection of the premises. If you agree, I would instruct our Herr Poethe to inspect the enterprise and to make suitable suggestions to me, where appropriate, to the use of the entire premises or a part thereof.

If my suggestion is acceptable to you, please make arrangements with the agencies concerned for Herr Poethe's visit.

(signature): Hape

Enclosures:

Carbon Copy: Ho. Poethe.

CERTIFICATE OF TRANSLATION
16 January 1948

I, John POSBERRY, No. 20179, 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-12736.
Strictly confidential
16 April 1941

Herr Director Pfirsch
Fried. Krupp Aktiengesellschaft.

IB.

H. Herrmann.

Subject: Rotterdam Droogdok
Maatschappij NV.

Dear Herr Pfirsch,

My acquaintance in The Hague sent me an amplified index sheet on the R.D.M., for my confidential information, which I am forwarding to you.

With best regards,
yours
Initial: Herrmann?

Copy: to Herr Director Johann Schroeder,
Friedrich Krupp, Essen.
Initial: Schroeder, 12 April.

Enclosure.

Dear Herr Schroeder,

Herr Director Pfirsch has requested me to provide him with information on the Rotterdam Droogdok Maatschappij N.V. The carbon copies are enclosed. The plant is larger than Wilton and impressed me, personally, more favorably.*

I shall still be on vacation up to the week after Easter.

Best regards,
yours,
(Signature): Herrmann Initial: IB.
Certifcate of Translation

16 January 1949

I, John FOSEBERRY, No. 20179, 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-13108.

John FOSEBERRY,
No. 20179.
TO: Herr Sohl
Dr. Scholte (n.R.- after discussion)
Dr. Hinnecke

MORANDUM

on the discussion with Otto Weissmann, Paris
Avenue de l'Opera 47, representative of the Dresdner Bank,
on 9 June 1941, in Paris

Subject: iron ore mines in Normandy

Herr Weissmann has been appointed Commissar for the
Dielclette Mine because English interests have a 90% parti-
cipation. Dielclette is situated on the coast. During combat
operations power supply lines had been disrupted and the mine
was flooded. Damage done to the power system have meantime
been repaired; draining of the mine has not been possible as
yet because the pumps are below the waterlevel.

Before the war Dielclette was owned by Thyssen. At the
present time the Military Commander for France has assigned
Dielclette to Mannesmann. At present a Mannesmann mining
engineer is in France for the purpose of studying the tech-
nical problems in connection with Dielclette. It is said that
the decision as to whether Mannesmann will take over Dielclette
has not yet been made.

Herr Weissmann has no contacts with the other mines
in Normandy. Herr Weissmann is very pessimistic about the
prospects for participations in any of the other Normandy
mines because they are in strictly French possession and
the French government in Vichy has prohibited foreign parti-
cipations in French property.

Herr Weissmann will be glad to assist us in making
arrangements for participation in one of the other Normandy
mines provided we give him a specific assignment. He cannot
initiate any proposal.

cc: A.v.Bohlon
Schroeder
Krabuero (Krawa office) (signed) Kyllmann

CERTIFICATE OF TRANSLATION

I, John Fosberry, 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. MK- 13086.

JOHN FOSBERRY
# 20179

END
I, Max WINKLER, after having been warned that false statements on my part will render me liable to punishment, hereby declare under oath, voluntarily and without coercion the following:

After the occupation of Poland by German troops and after the taking over of Polish industrial plants and mines by an edict of the Reich Government, the main Trustee Office East, of which I was the head, was changed in October 1939 with the Trustee Administration of this property seized by the Reich. Part of this property was the Bismarckhuette, Koenigs and Laura Hütte, Falchhuette and others in the former Polish territory, east and south-east of the German Upper Silesia. These industrial plants were mixed economic enterprises, which were owned partly by the Polish state and partly by Polish private banks and shareholders. The following were interested in these plants in this order: the German Hoering Werke, the Flick Konzern and at a later stage also the Fritz Krupp AG, Essen.

Herr Dr. Ewald Loeser and Herr Alfred von Bohlen appeared, after prior announcement, in about the second half of the year 1941, in my office in Berlin, Potsdamerstrasse. No invitation from my side preceded this announcement. Neither did I know beforehand for what purpose the gentlemen wished to see me. During the first visit Herr Dr. Ewald Loeser who, in all the negotiations, was the spokesman for Krupp, stated that the Fritz Krupp AG were interested in purchasing the Bismarckhuette and other industrial plants around this foundry.

From the Main Trustee Office East. It certainly cannot be said that I exerted any pressure on the Krupp firm to make such a purchase in the East. I must emphasize, as already mentioned, that the initiative lay with Krupp and that Krupp was the party who made the request, while it was my job to negotiate with Krupp from an economic angle, the conditions of such a purchase. After Krupp had, on my advice, inquired about the situation and size of the industrial plants which were possibly to be purchased, Herr Loeser and Herr Alfred von Bohlen appeared for the next negotiations. I had meanwhile enquired of the Economic Ministry and the Four Year Plan whether, on the part of those offices there were any objections to possible sale of Polish-Upper Silesian industry to the Krupp firm. This was not the case, on the contrary, it was generally looked upon as being in the interests of the whole of German economy for Krupp to purchase major industrial plants in Upper Silesia.

- 1 -
The second discussion, as far as I can remember, was devoted to the size of the installations to be purchased, while only in the third or fourth conference in my office in Berlin, Potzdamerstrasse, after previous announcement by these gentlemen, was the evaluation discussed in detail. Since the Krupp firm were very hesitant in quoting evaluation statements, I had discussed the value, after prior inquiry at the Ministries of Finance and Economics and had obtained for myself the authority to go down from the amount of 120 to 130 millions calculated by my experts to a value of 100 millions.

As far as I can remember I had hinted at approximately this amount to those gentlemen in the last talk but one, without already fixing it and left it to them to come to a decision on their part concerning the amount which they were willing to invest. I believe, however, that I added that in the event of a considerable divergence further negotiations would probably be hopeless. During the last discussion Herr Looser appeared with complicated methods of evaluation which I, however, had to reject as valueless and un-essential. I requested that they give me their final decision and was given a figure which as far as I can remember was less than half of the figure I expected. I therefore told the gentlemen that I did not believe that further negotiations would serve any purpose and that as far as I was concerned I would have to consider the negotiations as having failed.

After the failure of the negotiations, as was my duty, I informed the ministries concerned and also wondered myself why the Krupp firm should first approach me and show an interest in these enterprises in Polish Upper Silesia and then finally make an agreement impossible by quoting a price which was far too low. I am not in a position to express more than my ideas on the subject, which are based on the events at that time.

The active role of Herr Dr. Looser and the silent behavior of Alfrid von Bohnen during those talks gave me the impression that Herr Dr. Looser was the driving factor of the Krupp Vorstand in these negotiations, while on the part of Alfrid von Bohnen, there may
possibly have been objections to Krupp expansion in the East. The financial arguments brought up by Herr Looser, which endeavored, by extremely complicated calculation methods, to evade a clear evaluation of the industrial complex, gave me the impression that that extremely able negotiator Herr Dr. Looser hoped to attain his ends with a very low purchasing price which he had possibly already quoted in the Direktorium. When I informed the competent gentlemen in the Reich Economic Ministry, Herr Paul, Herr Graf Schwerin von Krosigk and secretary of state Meunier of the Four Year Plan of the failure of the negotiations with Krupp, those gentlemen received the news without regret. There was also no question of pressure being exerted from this side.

After the failure of the negotiations I learned, I think from Ministrialdirector Kritzbach, chief of Göring's staff main office, that Herr Gustav Krupp von Bohlen und Holbach appeared at Göring's office after the failure of the negotiations, presumably in order to make some sort of a complaint about the breakdown of those talks. Hermann Göring and the Four Year Plan Office under Göring's control obviously ignored those complaints, however, because neither from those offices nor from any other were instructions given to me to resume negotiations. The breakdown of the negotiations with Krupp remained, therefore unchanged. The talks were spread out over 3 to 4 months.

In answer to a question I should like to add, that Krupp's negotiators must, of course, have understood clearly the legal situation of the industrial objects which were the subject of the talks. It was generally known in German industrial and economic circles, that the Reich had issued a decree for the confiscation of Polish and Jewish property in occupied Poland.

I have carefully read each of the five pages of this affidavit, have made the necessary corrections in my own handwriting and countersigned them with my initials and declare, that this statement contains the pure truth to the best of my knowledge and belief.

(signature:)
Max WINKLER
Signature of Depoent.

Sworn to and signed before me this 31 day of October 1947 at Nurnberg by Max WINKLER, known to me to be the person making the above affidavit.

(signature:)
William J. STEER
U.S. Civilian, 490 No. 1 446052
Office of Chief of Counsel for War Crimes
U.S. War Department
I, John FOSEBERRY No. 20179, 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 NIX 12379.

John FOSEBERRY
No. 20179
Mann Professor Dr. Houdremont,

I enclose the 1942/43 business report for the raw materials field (4th copy) for your information and use.

(initials) Houdremont

31 May 1944

Kuehler (Fritz)

4th copy.

SECRET:

1. This is a top secret matter as defined in Art. 60 of the Reich Criminal Code.

2. Contents must be sealed and registered upon further transmission by mail.

3. Must be kept under lock and key and is the addressee's responsibility.

1942/43 business report for the field of raw materials.
Table III

Output in 1000 tons on Sundays and holidays

<table>
<thead>
<tr>
<th>Coal Production year</th>
<th>Pit Coal</th>
<th>Lignite</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reich</td>
<td>Ruhr</td>
<td>Upper Silesia</td>
</tr>
<tr>
<td>1941/42</td>
<td>9,620</td>
<td>5,725</td>
</tr>
<tr>
<td>1942/43</td>
<td>19,849</td>
<td>10,483</td>
</tr>
<tr>
<td>First six months of 1943/44</td>
<td>6,619</td>
<td>4,726</td>
</tr>
<tr>
<td>First six months of 1943/44</td>
<td>11,230</td>
<td>5,230</td>
</tr>
</tbody>
</table>

In addition it must be noted that conditions of labor allocation (Arbeitsinsatzbedingungen) are becoming more difficult from year to year as a result of the increase in the number of aliens and prisoners of war and the decrease in the number of German employees. Table X shows this clearly:

Table X

<table>
<thead>
<tr>
<th>Year</th>
<th>Indigs.</th>
<th>Aliens</th>
<th>Western Italia</th>
<th>Prisoners</th>
<th>Miners</th>
</tr>
</thead>
<tbody>
<tr>
<td>1937/38</td>
<td>478</td>
<td>151</td>
<td>774</td>
<td>217</td>
<td>311</td>
</tr>
<tr>
<td>1938/39</td>
<td>654</td>
<td>179</td>
<td>774</td>
<td>217</td>
<td>311</td>
</tr>
<tr>
<td>1939/40</td>
<td>573</td>
<td>187</td>
<td>774</td>
<td>217</td>
<td>311</td>
</tr>
<tr>
<td>March 41</td>
<td>434</td>
<td>151</td>
<td>774</td>
<td>217</td>
<td>311</td>
</tr>
<tr>
<td>April 41</td>
<td>434</td>
<td>151</td>
<td>774</td>
<td>217</td>
<td>311</td>
</tr>
<tr>
<td>May 41</td>
<td>434</td>
<td>151</td>
<td>774</td>
<td>217</td>
<td>311</td>
</tr>
<tr>
<td>June 41</td>
<td>434</td>
<td>151</td>
<td>774</td>
<td>217</td>
<td>311</td>
</tr>
</tbody>
</table>

In addition, the mining employees in Upper Silesia (107,350)
As a result of the affiliation of Bergbau A.G. Lothringen the Fritz. KRUPP now stands in 4th place in the Ruhr production.

Due to seasonal causes only slow progress is being made in sinking the pits in the Rosensray concessions on the left bank of the Rhine, whereas a report was made last year by Herr KRUPP von TOHLEN und ELLERACK. The surface installations necessary for the sinking of the shafts and for the freezing were set up during the past business year, so that the work of drilling could get started.

The pit coal production of the Krupp-Konzern amounted to 93,740 tons (1 million tons if Lothringen is included) for the past year of business 1942/43; compared to the previous year a decrease of 107,000 tons must be recorded. The severe decrease - about 26% compared with the output for the previous year - took place at the Forwark-Essen and was wholly the result of enemy action. The Brohun group of mines, Hannover-Marien and Constantin, also had losses as a result of enemy action, but to a lesser extent. Euscher-Lippe, on the other hand, which remained practically untouched, was able to increase its output by 14% compared with the previous year.

In the year of business 1942/43 it was possible to increase the production of coke by the output of the mines approximately 33,000 tons over that of the previous year, with an output of 2,377,503 tons. Unfortunately, it must be noted here that in the whole district the Krupp pit coal mines suffered most from enemy action. The separator, plant and boilers plant of the Amalie Mine received direct hits; The plant Präsident der Bergbau A.G.
Braunsössstein could, accordingly, be again increased (from a minimum of 6,000 tons per month in April 1942, to a maximum of 12,000 tons per month in July 1945). At the same time the stock on hand decreased considerably (from 34,000 tons to 22,000 tons). Several weeks ago a company was founded with the name of FERROHÄNGETREIBEND A.G. R.H.G., with participation of Krupp, for the purpose of opening up unexploited deposits of manganese ore in the Balkans, in order to compensate to a certain extent for the missing Nikopol ores (Krupp 1/3, guaranteed by the Reich, expenses covered by the Manganese Fund of the Pig Iron Association or by the Ordnance Supply Corporation (Rüstungskontor)). Unfortunately one cannot count on quickly achieving a high output from these deposits in Romania and Bulgaria and thereby close the breach left by the loss of the Nikopol ores which has occurred meantime. However, there is a well founded prospect of closing this breach to the extent of 75,000 to 90,000 tons of manganese per year for a total requirement in alloy and specular iron of 20,000 tons. The present manganese stocks in alloy, specular iron and ores amounting to 138,000 tons would then decrease to about 60,000 tons in one year even with the most economical use.

The so-called poor German iron ores were mined in the Krupp ore mining interests at the Kotzebuegrube and the Messeisengrube of the Lehn, at the Grube Zolte, and at the Braumesumpf, the Friederika and the Karas on the Harz, which are syndicate mines operated together with RÖSCH. In these mines the output decreased about 10% (from a total of 80,000 tons to 71,000 tons). The restricted operations could not keep pace with the rapidly decreasing sales. The mine stock supply thereby received an extremely.............
Our total expenditure to date for these jobs comes to about 15 million M. of this amount, however, it was possible to get a reimbursement of about 50, several weeks ago from various funds that have been established for readjustment of the excessively high ore prices.

In the association of alloy ore mining interests the concerns in Norway, France, Serbia, Bulgaria and Greece are managed by Krupp; and Krupp operates the tungsten-tin mine of Schlaggenwald in the Sudetenland. The operations there went forward energetically, but the foreign mines suffered attacks by the enemy and by guerrilla bands, sabotage, and political disturbances. The following particulars are noteworthy: The most important European molybdenum mine, the Vindum mine in Norway, has been under supervision of Krupp since the middle of 1942. Our endeavors met with considerable success, which brought special recognition for us from government authorities. Unfortunately, an air-raid in March 1943, resulted in a sudden interruption of the progress made and cost the life of our tried and trusted plant manager (Betriebsdirektor) (2774/42). Nevertheless, it was possible to maintain production on the level of the previous year. In November 1943, another air-attack was made. Nearly 140 enemy planes laid down a carpet of bombs on the ore-dressing installations and the neighboring buildings. In spite of all that it was possible to resume production in February of the current year and to transfer the ore-dressing installations below ground. In February and March the production target of 60 tons MoS₂ (Molybdenum sulphide) had already been surpassed by 10%.

In Stemple the chrome-iron ore-dressing plant...
The development of the nickel ore mine in Frankenstein went ahead according to schedule. At the beginning of 1943 the second Renn Free ore furnace in Frankenstein was put into operation. Certain metallurgical difficulties had to be overcome. The production of raw ore increased over 50% (from 156,000 tons to 238,000 tons) with better quality. The annual amount of nickel turned out by the smelting furnaces was increased by about 60% (from 381 tons to 607 tons). Measures are being taken that will enable the Frankenstein nickel mine to multiply its output in an emergency, i.e., in the case of failure of the nickel supply from Petsamo. In such a case the ores would have to be worked into blooms in the Renn Process plants of Wittenstedt, Torbeck, and Ichenhöhe. At the Petsamo nickel ore mine in Finland, in which financially we
The shipments to the Ruhr reached their maximum in April 1943 with 507,000 tons, and resulted in a total of 6,763,301 tons for the whole year (of which Krupp had about 15%).

To a very increasing extent since the fall of 1943 the ore supplies from Normandy and Brittany have been subject to the precarious conditions of transportation in the interior of France, which finally also greatly interfered with the supplies of ore from northern Spain to the Ruhr.

The consumption of ore from Spain had to be completely stopped in August as a result of clearing difficulties, and could only be resumed on a small scale late in October.

Whereas the supply of the Ruhr works with phosphorus-containing iron ores can be said to be good, the supply of ores with low phosphorus content for the works that produce special iron, such as Krupp (V.St., Vereinigte Stahlwerke) G.m.b.H. (Gute Hoffnungshütte), will no longer be adequate since the loss of Iruna-Rug in 1944. On the whole, however, the stocks of ores with low phosphorus content, too, have had a gratifying increase in 1943. At the Ruhr works there was an increase from 87,000 tons Fe on 1 January 1943 to 98,100 tons Fe on 1 January 1944 (about 16% for Krupp).

The ordering and consumption of poor German iron ores had to be considerably restricted, as already mentioned in the report concerning domestic ore mining. (Krupp consumption, 824,000 tons new year compared to 663,000 tons of inland ore per year, whereby the stocks on hand at our industries could be reduced somewhat (214,000 tons as compared with 287,000 tons inland ore), while they increased at the other works (in the Ruhr, 499,000 tons as compared to 41,100 tons of poor inland ores). In this connection for Krupp there is ....
25 September 1947

I, Gerda Katscha, Civ. No. 20151, 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 - 9787.

Gerda Katscha:
Civ. No. 20151
During the year covered by this report

139 staff members

of

the Friedrich-Alfred-Hütte

gave their life for their country.

We think of them with reverence and

will honor their memory for ever.

There was a labor shortage of several hundred workers. In inter-
plant balance was achieved as far as possible by extending the
working hours and exchanging the workers.

In autumn 1943 the firm of K+S took over the sponsorship for the
foundries Asw-Stahl I and II and assigned a number of engineers,
masters and foremen for that purpose. Besides the Sektion Eisen
und Metall G.m.b.H. was founded for the carrying out of a mun-
tions order for the High Command of the Army. More details concern-
ing the two enterprises, which were subordinated to Dr. KARL
later on, will be found in the reports of the responsible manager,
Dr. SCHILDKÖTTER.

The following particulars can be given concerning the Friedrich-
Alfred-Hütte:

1. Association – Memberships:

The PAH belongs today to the following associations:

Roholz-Verband
Walzstahl-Verband
Profilstahl-Verband
Folchstahl-Verband
Automatenstahl-Konvention
Charquarzwerk-Verband
Klempenauer-Gemeinschaft
Großdeutscher Phosphat-Verband
Thomaspfalzfabriken GmbH.
AG der Kohlenwirtschaft-Verband
Benzin-Senke-Verband
Schweizerische-Gemeinschaft
Deutsche Automobil-Verkäufersvereinigung
Deutscher Gewerbe-Verband
Hausratsversicherung-Verband

Owing to the re-organization of the associations and the new
method of settling accounts, it is hardly possible to give figures
comparable with those of the previous years. For this reason we
refrain in this business report from drawing up statistical stat-
...
of the associations regarding sales and proceeds.

2. Corporation - Memberships:

During the year covered by this report the FAH belonged to the following economic - and .........

( page 2 of original)

- 33 -

Consequently the qualities produced by us are designated as follows:

1. HPIT K FAH 125 Sondä-Tiefziehguete (deep drawing quality, special)
2. HPIT K FAH 133 Tiefziehguete Gueteblache (deep drawing quality, quality plate) St.34.23, St.34.11, St.34.12, Kaltzuschlagwerkstoff, Schiedewerkstoff (cold setting material, forging material)
3. HPIT K FAH 233 Ziehguete (drawing quality) St.37.12 and St.-trade quality
4. HPIT Krupp 125) Sondä-Tiefziehguete (deep drawing quality, special)
5. HPIT Krupp 133) Tiefziehguete Gueteblache (deep drawing quality, quality plate) St.34.23, St.34.11, St.34.12, Kaltzuschlagwerkstoff, Schiedewerkstoff (cold setting material, forging material)
6. HPIT Krupp 233 Ziehguete (drawing quality) St.37.12 und St.-Handelsguete (and St.-trade quality)

Our deliveries of air-fined substitute steels in the year 1942/43 amounted to:

<table>
<thead>
<tr>
<th>Steel Type</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>HPIT K FAH</td>
<td>4 223 t</td>
</tr>
<tr>
<td>HPIT Krupp</td>
<td>1 765 t *</td>
</tr>
<tr>
<td>HPIT K FAH</td>
<td>3 476 t</td>
</tr>
</tbody>
</table>

* ) a licence fee of E1 0,35 per 1000 kg to be paid to August-Thyssen-Hütte, Hamberg.

Agencies. In the year covered by this report there were 8 home and 59 foreign FAH agencies, of which 8 foreign agencies were own establishments of the Krupp-Konzern, viz.:

Kosta F. Dotscheck AG., Sofia,
Eisenhandel u.Stahlbau Posen G.m.b.H., Sales Office Warsaw, Warsaw,
Krupp Export G.m.b.H., Essen, Branch Office Zagreb, Zagreb,
Krupp Eisenhandel Riga G.m.b.H., Riga
"Trei Insie" S.A.R., Bucharest,
Krupp Trading Company Ltd., Cairo,
Krupp Indian Trading Co., Bombay
"Uc Halka" Trade Limited St., Ankara

The Eisenhandel und Stahlbau Posen G.m.b.H., Sales Office Warsaw,
was founded in the year covered by this report. The foreign agencies also include the agencies in enemy States.


During the year covered by this report thirty inventions have been suggested by staff members of the Friedrich-Alfred-Hütte. Twenty-two were adopted and eight left at disposal. In the cases of seventeen applications were made for patents, and in the cases of six for auxiliary registered designs. Two patent applications were announced and four patents were granted. Four applications were rejected or withdrawn. One patent each was granted in France, Luxemburg, Belgium and Italy. In Czecho-Slovakia four applications were filed for the enforcement of former Czech patents. At the end of the business year there were in force still:

<table>
<thead>
<tr>
<th>German proper</th>
<th>22 patents</th>
<th>11 registered designs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ostmark</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Eastern frontier region)</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Protectorate</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Government General</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Luxemburg</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Holland</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Belgium</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>France</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>Spain</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Italy</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Switzerland</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Hungary</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Denmark</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Sweden</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Ireland</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

For the purpose of safeguarding our interests two protests were raised. In the case of five protests a settlement was reached. By order of the Reich Minister of Justice there will be no more announcements of applications and no more interference proceedings after 32 May 1943. Likewise registered designs will not be registered anymore after that date.

In the business year 1942/43 a remarkable agreement was concluded. As member of the Reich Association Iron we participate in the agreement with the Vereinigte Stahlwerke concerning the HPM (illegible) process. A contribution of RH 1 000,000 was levied by the producers of Thomas-steel, our share being RH 76,317.24. In addition we have to pay RH 0.25 per ton of HPM (illegible) steel.
.... exchange of workers was carried out as far as was possible. Retraining and instruction of suitable male and female workers for professions in short supply, was considerably hampered at times by the continual changes among the German female workers and especially among the voluntary foreign workers. Work was made very difficult by the illegal absence of the voluntary foreign workers. Though the offices concerned were repeatedly approached, their return could be effected in some very rare cases only. Even departures approved of by the labor office were so numerous at times, that the shortage could not be covered by new assignments. However, there was many complaints about the untimely absence from work on the part of German women.

On 30 September 1943 the following voluntary foreign workers were employed at the PAH:

<table>
<thead>
<tr>
<th>Gender</th>
<th>Male</th>
<th>Female</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swiss</td>
<td>1 (-)</td>
<td>- (-)</td>
<td>1 (-)</td>
</tr>
<tr>
<td>Belgian</td>
<td>132 (103)</td>
<td>8 (7)</td>
<td>140 (110)</td>
</tr>
<tr>
<td>Hungarians</td>
<td>1 (-)</td>
<td>3 (-)</td>
<td>3 (-)</td>
</tr>
<tr>
<td>French</td>
<td>156 (121)</td>
<td>2 (-)</td>
<td>159 (-)</td>
</tr>
<tr>
<td>Dutch</td>
<td>185 (-)</td>
<td>5 (4)</td>
<td>190 (125)</td>
</tr>
<tr>
<td>Slovaks</td>
<td>3 (-)</td>
<td>2 (-)</td>
<td>5 (-)</td>
</tr>
<tr>
<td>Italians</td>
<td>98 (103)</td>
<td>- (-)</td>
<td>98 (103)</td>
</tr>
<tr>
<td>Poles</td>
<td>4 (-)</td>
<td>1 (-)</td>
<td>5 (-)</td>
</tr>
<tr>
<td>Greeks</td>
<td>23 (62)</td>
<td>7 (7)</td>
<td>30 (69)</td>
</tr>
<tr>
<td>Stateless</td>
<td>5 (-)</td>
<td>3 (-)</td>
<td>8 (-)</td>
</tr>
<tr>
<td>Eastern Workers</td>
<td>570 (313)</td>
<td>385 (63)</td>
<td>955 (363)</td>
</tr>
<tr>
<td>Total</td>
<td>1 217 (735)</td>
<td>395 (111)</td>
<td>1 612 (846)</td>
</tr>
</tbody>
</table>

In addition:

<table>
<thead>
<tr>
<th>Gender</th>
<th>Male</th>
<th>Female</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Russian Prisoners</td>
<td>of war</td>
<td>183 (326)</td>
<td>- (-)</td>
</tr>
<tr>
<td>French</td>
<td>of war</td>
<td>- (-)</td>
<td>- (-)</td>
</tr>
<tr>
<td>Total</td>
<td>1 410 (1013)</td>
<td>395 (111)</td>
<td>1 805 (1124)</td>
</tr>
</tbody>
</table>

Note: The turnover amounted to RM 19,000.-- - 0,000% of previously written off debts.

B. About the various subsidiary companies the following is reported:

Group Krupp-Druckmaschinen:

The Krupp-Druckmaschinen GmbH., Berlin, took on the control allocation of several contracts, set up a number of special supply depots for particularly urgent equipment programs, participated in an enterprise for the storing and utilization of important
Krupp-Druckermüller was appointed association dealer for galvanized and lead-coated material.

The transformation of a part of the steel construction works into tank repair shops, which was started already during the previous year, has been completed. Moreover, Krupp-Druckermüller was contracted for the supply of a particularly important section of arms for the Navy. Twice in the course of the year covered by this report the Krupp-Druckermüller plants were heavily damaged by enemy terror-bombing raids.

Schellhaas & Druckermüller GmbH, Bremen: The office building was completely destroyed by air raids. The plant, which was heavily damaged, was engaged chiefly in wagon repair and the repair of air-raid damage in the district of Bremen.

Ebeling & Schuermann GmbH, Bremen, at the beginning of the year covered by this report, took part in the so-called "Holland operation". Considerable quantities of canned goods from Holland were put at their disposal for distribution among people, who were bombed out. Moreover, in the meantime Ebeling & Schuermann was appointed, buying agent for a part of Holland.

The A. Druckermüller Königsberg GmbH, Königsberg, was appointed association dealer for fine and medium sheets. Due to the evictions of bombed-out people from the Reich to East Prussia the ironmongery trade increased considerably. In the so-called "Long-term operations" for the supply of these consumers, Königsberg took first place. Königsberg also participated in important deliveries to the Ukraine, especially in the so-called Pense-Wagon operation,

( Page 5 of original )

and was entrusted with the supply of fittings. The branch establishment, which was set up at Bialystok with the approval of the Gauleiter, developed well.

A. Druckermüller Danzig GmbH, Danzig, The removal to its own property and a new household property, which was begun during the business year 1941/42, was carried through, and improvements of the works were continued. In the Office Building, which was taken over already in 1942, suitable offices were provided by extensions and alterations. The rest-room and the wash-room for the workers were enlarged and a new camp for prisoners was erected.

The Eisenhandel und Stahlbau Posen GmbH, Posen, continued to develop very satisfactorily. Their sales district includes, apart from the Wartheland, also the Government General. No approval could be obtained so far for the establishment of an independent sales office in the Government General. Since May 1943 the Eisenhandel und Stahlbau Posen GmbH, was even forbidden any activities in the Government General. Protests were raised against this prohibition verbally and in writing. A decision is still pending.
Eisenhandel Osten G.m.b.H.: The repeated efforts to re-establish a foothold within the former market of Lithuania, by way of a branch establishment, failed. The Krupp Eisenhandel Riga G.m.b.H., therefore, set up an agency in Kaunas, which is practically run by the Eisenhandel Osten.

The Krupp Eisenhandel Riga G.m.b.H., Riga, even after writing off all equipment purchased, could already book a profit in the year covered by this report. Apart from the representation of Konzern firms which were mentioned in last year's business report, the Riga now also represents the interests of Krupp Kraftwerkzeug-vertrieb and Glaser & Filau.

The Eisen- und Kohlenhandelsgesellschaft Finsterwalde m.b.H., Finsterwalde, resumed the coal lighter and port business, which promises to develop well. At the request of the mother company a regional distribution of the trading districts was arranged between the Krupp Hektorei und Kohlenhandel G.m.b.H., Hamburg, and the Eisen- und Kohlenhandelsgesellschaft Finsterwalde m.b.H.

In order to consolidate and expand the business in Germany, a branch office was opened in Düsseldorf, end of 1942.

CERTIFICATE OF TRANSLATION
OF DOCUMENT No. NIK - 7302

11 August 1947

I, the undersigned, certify, that the translation of Document No. NIK - 7302 is an English rendering of the German original made to the best of my ability.

Max G. FRIEDLÄNDER
On 7 October 1942, Mr. GRUEN (of Mr. DESCH's Office) inspected the assembly-halls in Steinforth in Luxembourg. Following this inspection, he went to Essen on 8 October 1942, in the forenoon, to look over rail-points-construction.

I had the opportunity for a brief talk with Mr. GRUEN, in the presence of Mr. ASSERL, Mr. SCHULZACHER (Fried. Alfred Baette - Stahlbau) and Mr. RICHARD (Olwe - Oberbaufwerkstatt - Structure Construction Workshops). Mr. GRUEN confirmed that the Steinforth assembly-hall was actually only fit for manufacture of crude products, and was therefore very suitable for the manufacture of rail-points.

Furthermore, Mr. GRUEN stated it would be a pity to manufacture the rail-points in the (structure construction) workshop, for it would be much more suitable for the manufacture of guns.

I then explained to Mr. GRUEN that the Armament Office urged us strongly to clear the assembly-hall in the (structure construction) shops, in which the rail-points are being manufactured, for the reason of starting gun-production in that shop. I asked Mr. GRUEN to obtain a decision from Mr. DESCH as soon as possible.

Mr. GRUEN expressed rather optimistic views regarding the new decision of Mr. DESCH; he will put the matter before Mr. DESCH in the manner we suggested. He is of the opinion that Mr. DESCH will agree to our proposal.

Today I rang up Dr. HERMANN to find out whether Mr. DESCH had arrived at a decision meanwhile.

Dr. HERMANN informed me that on Mr. GRUEN's return, Mr. DESCH had to start on a trip immediately and is expected to return only by 17 October 1942. No decision has been made as far.
According to his information, it is likely that Mr. DESCH will pay another personal visit to Essen or Rhinehausen.

T 24/10.42 (handwritten) (signature: REIFF)

CERTIFICATE OF TRANSLATION

3 July 1947

I, RUDOLPH SCHLESINGER, No. 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 document No. NIK-7053.
I, Kurt ROSENBAUM, having been informed that any false statements are subject to punishment, state herewith under oath voluntarily and without compulsion, the following:

**Acquisition of Halls from France.**

Herr HÜFSTEDTER of the L.O.A. approached the Technical Bureau (T.3.) in order to effect the purchase of halls which he had inspected in France. I ordered the halls to be inspected first by the competent T.3. It was reported to me that the halls were not particularly suitable for shifting of the L.O.A., and above all that they were very expensive. In spite of these facts pointed out by the T.3. L.O.A. requested the purchase. As far as I can remember 1/3 of the price had to be paid at once, 1/3 at the beginning of the dismantling, the last 1/3 at the end of it. I do not remember to whom payment was made. At that rate in our opinion the halls were very expensive. The halls were proposed to be used in the construction of a plant for evacuation of the destroyed L.O.A. At first it had been planned to construct this plant in Neumark in Silesia and later not far from the Berthawerk at the eastern edge of the grounds planned there. I do not know what has become of the halls dismantled in France. This must have taken place in 1943/44 since the question of evacuation of the L.O.A. only came up after it had been heavily damaged. I know that the halls actually were dismantled in France and were shipped to Germany, but I can no longer say what has become of them. Herr HÜFSTEDTER inspected the halls before they were dismantled. In 1943 (I do not recall the exact date) the L.O.A. was heavily damaged through several air raids. Therefore, the director of the plant came to the decision that the L.O.A. had to be evacuated. For the evacuation of the plant new halls were necessary. These halls consist of an iron structure, frame and roof (mobile-crane-frame).

As has already been mentioned the respective gentlemen from L.O.A. approached the T.3. for the purpose of procuring these halls. As far as I can remember Herr HÜFSTEDTER or Herr ARNDT or both went from my T.3. to France to inspect the halls which the OKW or the Armament Kommission (RuK) had placed at the disposal of L.O.A. After this survey had been completed L.O.A. decided in spite of a number of shortcomings to submit to us a proposal for the acquisition of these halls. It is certain that L.O.A. was much interested in these halls and that on the part of L.O.A. a speedy completion of the program concerning the acquisition was urged.
The halls in question were located at Erouxeval (Haute-Marne) and Eagles near Bordeaux.

LOK based its application either on the "Airraid-Damage-Account" (Fliegerschaden-Konto) or on a special account. In both cases the application had to be approved by the board of directors (Direktorium), in the case of the "Air raid-Damage Account" by general decision and in case of a special application by special decision. I no longer remember which of the two cases applied here.

In the Direktorium Erich HUELLER was the "Referent" competent for this evacuation with whom LOK must have discussed its evacuation and the acquisition of the halls.

I have read the foregoing deposition consisting of two pages and declare that it is the full truth to the best of my knowledge and belief. I have had the opportunity to make alterations and corrections in the above statement.

(Signature) Kurt Rosenbaum.
(Signature of deponent)

Sworn to and signed before me this day 8th of September 1947 at Nuremberg by Kurt Rosenbaum, known to me to be the person making the above affidavit.

(Signature) Kurt Rosenbaum
U.S. Civilian, AGO No. D 432 523.

Office of Chief of Counsel for War Crimes
U.S. War Department.

- End -

CERTIFICATE OF TRANSLATION.

I, ..., Redelstein, AGO X 046 289, 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 NIK-11716.

Nuremberg, 5 November 1947.  
E.I. Redelstein
AGO X 046 289.
<table>
<thead>
<tr>
<th>Name of Plant</th>
<th>Location</th>
<th>Trustee</th>
<th>Number of Staff</th>
<th>Date Taken Over</th>
<th>Production Started</th>
<th>Withdrawal</th>
<th>Transport Chief</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trusteeship</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Azow II III</td>
<td>Iljinsch</td>
<td>Röhrig-Kuette Rheinköthen</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) New machine factory</td>
<td>Kramatorsk</td>
<td>Gustahlfabrik (about 14)</td>
<td>Dr. Heinrichs</td>
<td>1942</td>
<td>The plant was to be repaired by Krupp. Production was never started, however, as they were retaken by the Russians.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Stankostroy</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Agricultural machine factory</td>
<td>Berdiansk</td>
<td>Gustahlfabrik, Essen</td>
<td>Plant manager: Dr. Schröder</td>
<td>Nov. 1942</td>
<td>Production not started. Transport chief to unknown reception camp.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;I. May&quot;</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Neil &amp; Wire factory</td>
<td>Kiew</td>
<td>Westfaelische Drahtmühle</td>
<td>Otto Rante</td>
<td>Middle of 1942</td>
<td>Production not started</td>
<td>Autumn 1943</td>
<td>*</td>
</tr>
<tr>
<td>Tschepigalla</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Name of Plant</td>
<td>Location</td>
<td>Trustee</td>
<td>Number of Krupp Staff</td>
<td>Manager</td>
<td>Date taken over</td>
<td>Production started</td>
<td>Withdrawal</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------------</td>
<td>---------------</td>
<td>-----------------------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>--------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Repair plants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Krupp repair plant East</td>
<td>Dnieper-petrovsk,</td>
<td>Wehrmacht</td>
<td>15</td>
<td>Juengst</td>
<td>1943</td>
<td>1943</td>
<td></td>
</tr>
<tr>
<td></td>
<td>later</td>
<td></td>
<td>from Motor Vehicle</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Essophon</td>
<td></td>
<td>Factory</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Eisen</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Machine factory Urkam</td>
<td>Dniepropetrovsk</td>
<td>Wehrmacht</td>
<td>?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>from Grauen-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>werk, Magdeburg</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>French</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Krupp Eisenwerk Ukraine</td>
<td>Kiew</td>
<td>Krupp-</td>
<td></td>
<td>G.Heintze</td>
<td>1943</td>
<td>1943</td>
<td>Sept.43</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Druckennmueller</td>
<td>Berlin</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Verkaufsleger</td>
<td>Dniepropetrovsk</td>
<td></td>
<td></td>
<td>A.Bergmann</td>
<td>1943</td>
<td>1943</td>
<td></td>
</tr>
<tr>
<td>in Dniepropetrovsk (Hansa Depot) in</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Poland-US</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Lease</td>
<td></td>
<td></td>
<td></td>
<td>Paul Halfmann</td>
<td>Contract</td>
<td>1943</td>
<td>Given up</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>concluded</td>
<td></td>
<td>at the time of</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>May 1943</td>
<td></td>
<td>withdrawal of</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>German Army</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rudekii</td>
<td>Minsk near Warsaw</td>
<td></td>
<td>1 Stahlbau Rheinhausen,</td>
<td></td>
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*) Statements for Krupp-Druckennmueller, Berlin, are made from enquiries and memory as no documents are available.
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<tr>
<th>Name of Plant</th>
<th>Location</th>
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<th>Number of Krupp staff</th>
<th>Manager</th>
<th>Date taken over</th>
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* Statements for Krupp-Pruckenmaeuliter, Berlin, are made from enquiries and memory as no documents are available.

Certificate of Translation

I, John Fosberry, GC_number 10179 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 VIL 1086:

John Fosberry
GC 10179

End
TRANSLATION OF DOCUMENT NO. WIK-2909
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Stamp) 6th Copy. Initial of Headquartes.
Dr. Krupp Artillery Development, Essen

From: Krupp, Motor Works, Berlin

2. September 1944 13:30 hrs.

(Stamp): TOP SECRET

COMMAND MATTER!

(stamp): Secretariat Headquartes
No. 6252
Received 4 September

(stamp): Artillery Development
D. No. 16276

Received on 4 Sept. 1944
Answered on 2 Sept. 1944

To: Director Eberhardt

Subject: Krupp-Elmag, Mulhausen/Alsace.

The letters received here on 30 August by courier, were immediately forwarded to the Hauptausschuss (Main Committee), Mr. Verwig, in absence of Director Schairf, and to the OKH (Army High Command), Section "Waffen und Geräte" (Armament and Ammunition), Col. Von Wilke. The Main Committee (H.A.) ordered me to send to Elmag the following information:

"The territory of Alsace-Lorraine will not be evacuated. There is no acute danger at the moment, and in case the situation should grow more serious, the evacuation or removal order will be given in good time. If so, this order will not come from the OKH or the Main Committee "Kraftfahrzeuge" (Motor Vehicles), but will be given by the Reich Ministry for Armament and War Production via the Rüstungsinspektion (Armament Inspection) Oberrein in Strassburg. It is requested you keep closest connection with the Armament Inspection at Strassburg."

So I was picked from my flat and to go to the Main Committee. Reich Minister Speer had ordered the Tractor Construction (Zugkraftwagen-Produktion) to be evacuated from Mulhausen at once. Such an order by the OKH - Armament and Ammunition 6 - to the Armament Inspection Strassburg was dispatched last night as a teleprint. Up to the present hour I have been in the Main Committee again, now I have the papers in hand, and this night I shall leave for Mulhausen. Krupp-Elmag has been informed by telegram that I shall arrive there tomorrow. The freighters with machinery, etc. are bound for the Suedd, Eisenbau GmbH. in Muernberg, which belongs to the Otto Wolf concern. It is very likely that there will be another evacuation place in Munich. A discussion
TRANSLATION OF DOCUMENT No. NIΚ-3908
CONTINUED

(page 1 of original, cont'd)

on the details and planning of the new operation will take place on Wednesday, 6 September in Nuremberg at the above firm. I have been ordered to arrive at Nuremberg on 6 September with one member of the Krauss (Motor Vehicles Department) Directorate and the commissioner Balz. I am now waiting for your answer by return of cable, whether all will be OK. Perhaps it will be possible for you to come to Nuremberg too.

(signed): Schnieders

(stamp, filled out by hand):

File: 1st copy: M 220/0
Person in charge: Eberhardt
Copy to: Alfred von Behlen (2nd copy)/Georza (3rd copy)/ Jansson (4th copy)/ F. Mueller (5th copy)/ Hennem- ment (6th copy)/ E. Mueller (7th copy)/ Ihn (8th copy)/ Eberhardt (9th copy)/ Reichen- macher (10th copy)

To: Krupp, Artillery Designing, Essen
From: Krupp, Motor Works, Berlin

The above is top secret to which I especially want to draw your attention. Please answer very soon by cable of Director Eberhardt. Thank you very much.

Not for general office use

(stamp):

(page 2 of original)

(stamp): 6th copy 2 September 194...

To: Krupp, Motor Works Berlin
From: Krupp, Artillery Development Essen

(stamp): TOP SECRET!

To Krupp, Motor Works, Berlin Very urgent, has to be submitted at once.

(stamp):

Thanks for your information, O.K. Today our Herr Vogelsang is going to Elmag. He is informed of the contents of your telegram, etc., and has been commissioned to give us report on the measures to be taken by the Elmag Directorate. It is not yet definite if I shall be able to be in Nuremberg on Wednesday, but in any...
case I want the Elmag Directorate to contact me by telephone before starting the discussions in Nuremberg.

Eberhardt

Krupp Artillery Development Essen

To: Krupp Motor Works Berlin

From: Krupp, Artillery Development Essen

(Certificate of translation)

10 January 1948

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 the document No. NIK-8908.
I, Kurt Rosenbaum, after having been cautioned that any false statement made on my part will render me liable to punishment, hereby declare the following on oath, voluntarily and without coercion:

I was head of the Technical Office for Works Extension and Renewal in Essen from October 1940 until January 1946. From these activities I knew that during the war machine tools from occupied foreign countries were brought to various factories of the Krupp Konzern. The procurement of this machinery for the Krupp plants took place somewhat as follows:

The Technical Office in Essen passed on the application for machines, filed by the works, to the appropriate offices of the Army Ordnance Office or the Armament Ministry (Rüstungsministerium), for approval. The competent offices in Berlin then requested the Technical Office to visit this or that French plant, where such machinery was available. The French works then had to be inspected either by the gentlemen of the Technical Office or mostly by production engineers. These Krupp technicians then informed the works which machinery suitable could be acquired there. The plant management then selected the machines which were to be purchased. This selection was then submitted to the Technical Office 10 (Purchasing and Equipment Office for Machining Shops) which was in my charge. After my office had checked this selection again according to the requirements applied for, negotiations were initiated concerning the purchase of these machines, according to shop requirements.

Sometimes this procedure was shortened, namely in cases where individual Krupp shops pointed out to the above-mentioned offices in Berlin at the time of production program allotment, that they needed new machinery to carry out this program. In this case it happened that the Krupp shops in question were instructed directly this program allotment was announced, where they could look for these new machines. The shop then stated which machinery it wanted.
to purchase.

The financing of these purchases was handled by the Direktorium in such a way that the shops, after having been able to prove that these machines were necessary for certain production work, submitted an application to the Direktorium for the appropriation of the funds necessary for the purchase.

(page 2 of original)

Officially the purchase of these machines had to be authorized by the Direktorium, but it happened in a few instances that the works manager concerned acted independently. However, if the amount was a fairly large one (RM 5,000 or more) a normal application had to be made as far as fixtures were concerned, that is, machinery, buildings, workshop installations, or real estate. If the Direktorium did not grant the money I could not buy these machines and the plants could not obtain them. Every purchase of machinery for the Krupp works was decided within Krupp, Essen, on the highest level by the Direktorium in Essen.

A few months after I had taken up duties in Essen and also prior to that, machines were bought in France from French engineering/machine tool factories in the manner described above. The purchase of the machines was either effected through the AKETT or ECGES, etc., or through offices of the C.K.V. I still remember that after 1941 a fairly large amount of machinery was purchased from the factory SAMOA, via Paris. I believe gentlemen from my office went to Paris for this purpose and conducted the necessary purchasing negotiations. The price problem was not a very difficult one since in general the prices had been fixed by the German purchasing offices concerned. We know of course that the machinery bought in France was of French origin. If we demanded machinery from the Ministry for Munitions, we received the reply: "You can get these machines in France, for instance at SAMOA." Whenever our own people were requested by Berlin to make inquiries about machinery in France suitable for their production programs, we informed the offices of the Ministry for Munitions concerned on the basis of the reports received from the shops, and asked them whether we were to purchase this machinery. There-
upon we were informed whether these machines were to be allotted to us or not.

I have read each one of the two pages of this affidavit carefully, made the necessary corrections in my own handwriting and initialled them, and I hereby declare on oath that in this affidavit I have stated the full truth to the best of my knowledge and belief.

Signature: Kurt Rosenbaum
(Signature of deponent)

(page 3 of original)

Sworn to and signed before me this 11th day of September 1947 at Nuremberg by Kurt Rosenbaum, known to me to be the person making the above affidavit.

Signature: Max Mandellaub
U.S. Civilian
A.G.O. No. 0-453622

Office of Chief of Counsel for War Crimes
U. S. War Department

- End -

CERTIFICATE OF TRANSLATION

13 November 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 the Document No. NIK 11667.

George Goodman, No. 34789.
AFFIDAVIT.

I, Kurt ROSENBAUM, after having been cautioned that by making false statements I render myself liable to punishment, hereby state under oath voluntarily and without coercion the following:

Another variation of the KRUPP machine acquisition theme:

We would be informed from Berlin, either by the Army Ordinance Office or by the Maschinenstelle LANG, that a number of the machines requested by us was in the collecting points; we then had to select the machines at once, then we would be sent a letter, or it was done through the KRUPP office in Berlin. A member of the Technical Office 10 or 11, or a plant member, would be sent there to view these machines and to find out what machines according to the requirements of the plants there were there for us.

It happened that we had to accept machines which did not, in quality and size, exactly correspond to the machines required by us; but I do not remember that we ever had to accept machines which we had not asked for at all. As far as I remember, these stores were almost exclusively located in Germany. The stocks of these machine stores were composed of machines, possibly also from the occupied territories, but I remember that mostly German machines from German plants were to be found in these stores. These German machines came from German plants which had been closed down during the war. In case any foreign machines were also concerned, they were probably machines which had been seized by the Wehrmacht in German-occupied territories, or in—
verously, foreign machines which had been in German since before the war and possibly also German machines which had been in foreign countries. The technicians who were sent to these stores by my office in order to pick machines for KRUPP, selected these machines from the point of view of their usefulness, as instructed by Berlin and not according to their origin. After the war I have been able to find out from the list which I was allowed to consult at Essen that quite a good number of the machines supplied to Essen during the war, were foreign machines from enemy property, mostly French machine tools from the Wora Works. At the time the machines were received during the war this fact was known to the people who were directly concerned with the selection of the machines. These were Herr SCHUPP from Essen, Herr MEHNZ and perhaps also some of the gentlemen commissioned by them and, above all, some plant engineers. Although we did not know during the war whether any specified machines were enemy property or not, we would, as a matter of course, not have had any scruples - had we positively known they were enemy property - to accept and to buy these machines, since according to the KRUPP views, and those held in Germany quite generally, such purchase were considered to be legal, and since to French plants were making such machines for German.

I have carefully read through the two pages of this affidavit and have effected the necessary corrections in my own handwriting, have initialed as declare under oath that I have told the full truth to the best of my knowledge and belief.

(Signature) Kurt Rosenbaum.
(Signature of deponent)

- 2 -
Sworn to and signed before me this 11th day of September 1947 at Nuremberg by Kurt ROSENBAUM known to me to be the person making the above affidavit.

(Signature) Max Mandellab
U.S. Civilian AGO No. D 432 622.
Office of Chief of Counsel for War Crimes
U.S. Department.

CERTIFICATE OF TRANSLATION.

I, A. Ehrmann, AGO No. ETO 20 116, 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 - 11718.

Nuremberg, 7 November 1947.

(A. Ehrmann, AGO No. ETO 20 116.)
STORN AFFIDAVIT

I, Kurt ROSENBAUM, having been informed that I am liable to punishment if I submit a false affidavit, state herewith voluntarily, under oath and without duress the following:

I know that during the war the firm of KRUPP bought machinery, stocks of which had been confiscated in the occupied territories. The firm of Krupp knew, that some of the confiscated machinery which was allocated, came from France. This was known to me personally and was also generally known. Prof. GOEDKES, of the directorate, knew about this fact, I can state that quite definitely since I discussed this matter with him and because sometimes machinery had to be bought so quickly that the decision could not be waited for; I approached him personally so that the preliminary authorisation for expenditures, which he had issued to the factory, would be approved. Later the proper application was signed by the entire directorate.

I have carefully read this page of my affidavit, have made the necessary corrections in my own handwriting, countersigned them with my initials and declare under oath that the best of my knowledge and belief I have stated the whole truth.


(signature of deponent)
Sworn to and signed before me this 11th day of September 1947 at Nuernberg by Kurt Rosenbaum, known to me to be the person making the above affidavit.

(signature): Lax, handellaub.

U.S. Civilian, AGO No. D 432622
Office of Chief of Counsel for War Crimes
U.S. War Department.

CERTIFICATE OF TRANSLATION

I, Jack Larkhein AGO No. D 230019, 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-11678.

Nuernberg, 27 October 1947

JACK LARKHEIL
AGO D 230019
Affidavit

I, Heinrich Kleinstoll, Essen, having been duly warned that false statements on my part will render me liable to punishment, herewith state the following on oath, voluntarily and without coercion:

See attached report of 25 October 1947, pages 1 to 6, which report I myself composed.

(Signature): Heinrich Kleinstoll

I have carefully read the 1 page and sworn to and signed before me this 27 day of October 1947 at Essen, Germany, by Heinrich Kleinstoll known to me to be the person making the above affidavit.

(Signature): Emilie E. Skalny
U.S. Civilian L-094236

Office of Chief of Counsel for War Crimes, U.S. War Department

On 23 October 1947, I was commissioned to make a compilation of the Krupp firm’s acquisitions of iron and manganese ores from the occupied enemy area, that is excepting Sweden, Switzerland, and Germany itself. In addition, I was to indicate how the prices for these ores were determined and who conducted the negotiations; also how the payments were made for the acquired ores.

1. Acquisition of ores.

a) From occupied France.

From 1941 to the middle of 1944
approx. 252,800 tons Normandy- and Brittany ores
1,860,600 " briey and Lorraine linette
5,480 " "aste from Sete
4,786 " manganese ores

b) from Belgium

8,310 tons pyrite residue through Firma Scholten - Vollmann, under a pre-war contract with Firma Scholten & Vollmann, which has concluded corresponding agreements with its old friends.

Further ore deliveries from Belgium were not made.

Only various ore stocks were supplied to the Ruhr foundries at the order of the occupation authorities at the time, our quota share of which was approximately 13%. Our share consisted of:

approx. 6,130 tons Swedish and Spanish ores,

for which we returned approximately 7,700 tons of Spanish ore in 1942 or 1943. The acquired ores came from Sybelac, whereas our return shipment was made to:

Acieries de la Sambre, Honceau, and John Coquerill, Seraing.

c) from Luxembourg

13,461 tons, manganese ores.

In addition, a smaller quantity of Luxembourg minette which amount can be determined exactly from the documents of the ore office, since they were

( page 4 of original)

lost or were rendered illegible as a result of damage caused by bomb attacks.

d) from Holland

approximately 53,000 tons, residue of varied origin

e) from Italy

approx. 5,000 tons residua

f) from Czechoslovakia

31,325 tons ore containing manganese, with about 17-18% manganese (Slovakia)

1,045 tons Chwaletitz manganese ore (Czech section)
These were also very poor manganese-bearing ores, which found no outlet in normal times and which simply had to be resorted to in recent war years because of the lack of other stocks.

g) from Rumelia
1,860 tons Jacobeni manganese ore

h) from Bulgaria
1,736 tons Bulgarian manganese ore

i) from Greece
106 tons ore with manganese content

j) from Russia
70,726 tons Nikopol manganese ore, partly very bad crude ore with about 35% pyritic content for about 20-25% manganese,
8,716 tons Krivoi Rog ore.

k) from Norway
50,650 tons Sulitjelma—lotations waste
approx. 8,000 tons Fosdalen-Schlich (fine ore)
" 71,700 " Sydvarang ores
" 24,200 " GFestestad iron ore.

2. Determination of price and conduct of negotiations.

On the basis of war requirements, the acquisition or utilisation of ore available and offered were discussed among different plants, and as a rule handled jointly, i.e., at least as regards the principal kinds and quantities. Accordingly, the sales under such contracts were arranged in such a way that the supplier would submit the confirmation of the total quantity either to the plant handling distribution or the individual plants according to a share-out scheme described below. The Krupp Konzern had, on the average, approximately a 12-14% share of the ore acquisition according to its own iron production, whereas the bulk of the quantities went to the plants of the Vereinigte Stahlwerke (United Steel Works) which received something over 50% of the total quantities. Therefore, the raw material trading section of the Vereinigte Stahlwerke also had the responsibility for negotiating the joint contracts and accordingly, it handled the negotiations as well as the correspondence. At important negotiations, the other plants were always represented; hence Krupp's were included.

Our requirements, according to our share in the production, which was based on the output capacity of the Krupp Konzern, were determined monthly, taking into consideration other materials than ore, for example scrap. In principle, the individual Konzerns share in the ore receipts according to current calculated rates. Certain fluctuations were due to location of the plants; i.e., favorable transport conditions prevailing for certain kinds of ore caused a given plant to be supplied at the expense of another kind of ore which was unfavorable placed as regards transport.

The following details relative to the acquisitions from the individual countries may be noted:

-3-
Joint negotiations were conducted with the sales syndicate of those mines, Compt.de Vente, Paris, under the responsible negotiator, the Vereinigte Stahlwerke. The Ruhr industry has taken Normandy and Brittany ores for many years, as is well known, i.e., since before the last war. Negotiations were conducted during the war with the gentlemen of the Comptoir in the same manner as before the war, i.e., with a normal, friendly exchange of ideas, which culminated in semi-annual agreements.

Briey and Lorraine:
In this case there simply was a system of distribution, since an organization had been set up for the mines by the authorities of that time, called the Liefergemeinschaft (suppliers union) of Metz. This company figured as seller to the smelters, under the responsible direction of the raw material trading section of the Vereinigte Stahlwerke (for the Ruhr plants). The shares of the individual works were fixed and the transport routes determined in monthly conferences on the basis of the quantities reported by the Liefergemeinschaft.

Residual Waste:
This was handled by ourselves with the Eisenerz (iron-ore)-Gesellschaft m.b.H., Berlin, which offered us this material.

Manganese Ores:
This involved a total of 168 tons supplied by virtue of an agreement with Burbach, Sich, of Duedelingen, also an amount of 265 tons by virtue of an agreement with the Stöcklingen smelting works, also 393 tons which were apportioned to us from a total of 1,600 tons under a contract between the raw material trading section of the Vereinigte Stahlwerke and Agées, Berlin, of 12 February 1942. An additional 141 tons were advised through the raw material trading section of the Vereinigte Stahlwerke according to a contract of 4 September 1940, from material out of Lunkargue.

Carry forward: 1,370 tons

( page 6 of original)
agreement of 26 February 1941, from Les Lunes; besides, as per agreement of 14 February 1941 with the raw material trading section of the Vereinigte Stahlwerke, out of a total of 11,363 tons, from Calais, Krupp's share was 3,010 tons and an additional 350 tons under an agreement of the raw material trading section of the Vereinigte Stahlwerke with Noges, of 12 February 1942, concerning 1,600 tons.

"total: 4,786 tons"

b) Belgium
This is a pre-war contract concluded by us with the Firm of Scholten & Vollmann, Luisburg. The agreement was renewed on 6 January 1941, against which the initially mentioned 8,510 tons were delivered.

c) Luxembourg
The Luxembourg minette was supplied to the plants in the same way as was the French minette. The initially mentioned manganese ores amounting to 14,939 tons, were delivered by the ARBEL according to a contract of the raw material trading section of the Vereinigte Stahlwerke with the ARBEL, of 26 August 1940. We received our quota share of 21.94% while the Vereinigte Stahlwerke received 52.27% and the Gutehoffnungshütte (Cuniform of Good Hope) received 25.79% of the total.
A second agreement which was made between the Gutehoffnungshütte and the ARBEL, on 2 December 1941, provided for a delivery share to us of 8,451 tons, manganese ore.

d) Holland
These were agreements concluded by us following offers of the Eisenerz-Gesellschaft m.b.H., Berlin, and the firm of Scholten & Vollmann, Luisburg, negotiations were conducted only with the above-mentioned firms whose business it had been to the material in Holland itself.

e) Italy
We bought waste residue from the Erz- und Tyrithandelsgesellschaft (Ore and Tyrite Trading) G.m.b.H., Berlin. Other plants similarly acquired waste from the same firm; the distribution of the total quantities was made according to the scale previously mentioned. The procurement of the waste was effected through this Eisenerzhandelsgeellschaft (Ore trading company.)
f) Czechoslovakia.
Due to manganese contents, the agreement was made with the Erz- und Fyrithandels-Gesellschaft m.b.H., Berlin, in the same way as the other ferro-manganese producing Konzerne (Vereinigte Stahlwerke and Gütehoffnungshütte) made contracts with this trading company. Towards the end of the war, we contracted for a small shipment of 1,568 tons with the Deutsche Erz- und Metall-Union (German Iron and Metal Union), Berlin, on 31 July 1944.

Chwaletitz manganese ore:
We bought this ore under a contract of 14 February 1945 from the Ferro-Mangans-Gemeinschaft (Ferro-manganese Union), Essen, which firm had to procure this ore towards the end of the war by order of the Reich.

g) Rumania.
The contract for the supply of our share was taken up on 3 August 1944 by the Raw Material Trading Section of the Vereinigte Stahlwerke with the Ferro-manganese Union. At that time, we received our share under this agreement.

h) Bulgaria.
We contracted for the mentioned quantities of Bulgarian manganese ore with the firm of Horbach & Schmitz, Cologne, which also received orders from the Berlin offices at the time as far as I remember, to deal with the procurement of these ores.

i) Greece.
Delivery was made according to a contract of 20 May 1941 with the firm of Limonitis Illitsis, Salonika.

j) Russia.
Both the Nikopol manganese ores and the Krivoi Rog ores acquired were supplied to the Ruhr plants at that time through the Berg- und Hüttenwerks-Gesellschaft Ost G.m.b.H., Berlin 9. The implementation of this agreement lay in the hands of the Raw Material Trading Section of the United Steel in Dusseldorf. The Krupp Konzern has its quota share according to its ingot iron production from the total quantities.

k) Norway.
This was a long-range contract which we already concluded on 16 May 1936 with S.A. Sulitjelma Gruber, Oslo, through the firm of Hoesch & Gruenfeld A.G., Berlin-Charlottenburg. (See appendix, page 6).
The Osloen-slick acquired comes from a mine in Norway belonging to the Hoesch A.G., Wuppertal. Delivery was made in accordance with an agreement made with Hoesch on 13 August 1943.
The Sydvaranger-ores acquired were delivered by S.A. Sydvaranger, Oslo. Negotiations were conducted by the Raw Material Trading Section of the Vereinigte Stahlwerke.

The German contracting party was the Arm Sicker & Co., A.G., Essen, which had the agency of the Norwegian company in Germany.

The Storfetstad iron ore was delivered to the Krupp Konzern in accordance with a contract of 20 June 1939 with the Fordisches Erzkontor G.m.b.H., Luebeck.

3. Payment of Ore Supplied.

Payments for acquired ores - during the war as well, - could only be made to foreign suppliers on the authority of foreign exchange permits by the competent Berlin authorities (Reich Office for Iron and Steel or, later, Reich Association Iron). We had to file requests for individual shipment monthly deliveries, partly through advance applications; thereupon our requests were returned to us with stamps of approval and, also, notation of the mode of payment where this was required. We then forwarded the payment instructions with the exchange permits to our finance department which effected the payment according to existing possibilities. In so far as it is possible with the documents still available, I list the receivers of the payments as follows:

a) France.
Normandy and Brittany ores:
Comptoir de Vente, Paris.

Lorraine:
The Liefergemeinschaft of the iron-ore mines in Lorraine, Metz, to their account with the Bankhaus Georg F. Muller, Metz, branch, or to the Societe Nancienno de Credit Industriel et de Lopots, Nancy; in 1944, to the account at the Neuf Eisenbank in Bildstock on the Saar.

Residual Waste:
The Eisenerz-Gesellschaft m.b.H., Berlin

Manganese Ore:
In the absence of available information, I can only say from memory that payment for the acquired manganese ore was made by clearing through the Vereinigte Stahlwerke.

b) Belgium.
Payment for waste from Scholten & Vollmann was made to that company, to the Commerzbank, Luisburg.

c) Luxembourg.
We paid direct for the manganese ore obtained from ARBED to this
d) Holland.
Payments were made to the German trading firms which we mentioned.

( page 9 of original )

e) Italy.
Payment was made to the contracting firm, Erz- und Typhithandels-
gesellschaft m.b.H., Berlin.

f) Czechoslovakia.
The ores with manganese content obtained to the above-mentioned
trading firms which had executed the contracts with us.

( page 8 of original cont'd )

g) Romania.
Payment for the Jacobeni manganese ore obtained was made to the
Ferro-Mangan-Gemeinschaft.

h) Bulgaria.
Payment for manganese ores obtained was made to the firm of
Horbach & Schmitz, Cologne.

i) Greece.
At that time, a credit account was established at a Greek bank
for the manganese ores to be delivered under contract by the
firm of Limnios Iliadis, Salonika. Payment for the ores was made
to the supplier on receipt of the shipping papers.

j) Russia.
Payment was made under the terms of the contract to the Berg-

k) Norway.
Sulitjelma-Flotation AB: We made payment in Reich marks to the Fosdalens Bergverks A/S, Trondheim, to the account
of A.S. Sydvaranger, Oslo.

Scotstabil Ore:
We made payment in Reich marks to the Nordisches Erzkontor, Lubeck.
This company applied for exchange permits, and made payment for
the foreign suppliers.

- 8 -
For the above information, I used the records and books still existing at the iron office of the firm of Krupp, room 236. Since various documents were missing or destroyed by acts of war (bomb raids), I had to rely on my memory at times, which I did to the best of my knowledge and belief.

Appendix to page 5, third-last paragraph:

k) Norway.

It should be noted that the residual waste supplies, came from German and partly from Dutch, smelting plants using pyrites originating from Norway. Hence it is permissible to say that the material was supplied from Germany. The quantities were included simply for the sake of completeness, since the agreement was made with the Norwegian company.

(Signature): Heinrich Kleinstoll

CERTIFICATE OF TRANSLATION

15. December 1947

I, Georg Goodman, No. 34 789, 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-12738.

Georg Goodman
No. 34 789

END
AFFIDAVIT

I, Emil Bellingroth, Essen, Hans Niemeyer Str. 3, having been duly warned that false statements on my part will render me liable to punishment, hereby state the following on oath, voluntarily and without coercion:

Referring to the report attached herewith composed of 5 pages, dated October 17, 1947 and the additions to this report (page 6 to page 11) dated 23 October 1947.

I have made this report on the basis of documents which exist in the Erzbureau (Ore Office) of the Krupp Firm, and from memory. A report entitled "Ore shipments for the month of July 1943" comprising one page is also added.

(page 2 of original)

Based on instructions given me at a conference on 10 October 1947 in the Main Administrative Building of the Gustahlfabrik, I herewith would like to submit to you the following information regarding the different points:

1. Data on the French ore which were obtained by the Krupp Firm for its works during the war.

   a) Ore from Normandy and Brittany Krupp obtained thereof:

<table>
<thead>
<tr>
<th>Year</th>
<th>Contract Date</th>
<th>Tons</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>12/10/1940</td>
<td>11,385</td>
</tr>
<tr>
<td>II.</td>
<td>27/08/1941</td>
<td>25,785</td>
</tr>
<tr>
<td>I.</td>
<td>15/01/1942</td>
<td>26,607</td>
</tr>
<tr>
<td>II.</td>
<td>06/08/1942</td>
<td>55,072</td>
</tr>
<tr>
<td>I.</td>
<td>06/01/1943</td>
<td>76,502</td>
</tr>
<tr>
<td>II.</td>
<td>26/11/1943</td>
<td>41,226</td>
</tr>
<tr>
<td>I.</td>
<td>11/12/1943</td>
<td>16,244</td>
</tr>
</tbody>
</table>

These were of the following qualities:

- St. Rémy - Haematit
- St. Rémy - Clecy
- La Brutz - Haematit St. Joseph
- La Brutz - Haematit St. Barbe
- Chazé - Henry - Magnetit
- Segré - Magnetit
- Halouze
- La Ferrière
- Boumont
- Mortain
- May e/Crne
- de Pocor
- Coeury

-1-
TRANSLATION OF DOCUMENT No. NIK-12737
CONTINUED

(page 2 of original, cont'd)

b) Briey and Lorraine - Minettes

<table>
<thead>
<tr>
<th>Year</th>
<th>Month</th>
<th>Mine</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 1940 to December 1941</td>
<td></td>
<td>606 110 tons</td>
</tr>
<tr>
<td>January 1942</td>
<td></td>
<td>1942</td>
</tr>
<tr>
<td>&quot; 1943 &quot;</td>
<td></td>
<td>1943</td>
</tr>
<tr>
<td>&quot; 1944 &quot;</td>
<td></td>
<td>1944</td>
</tr>
</tbody>
</table>

1 860 623 tons

Above deliveries from the following mines:

- Briey
  - Joeuf
  - Giraumont
  - Landres
  - Erronville
  - Homécourt
  - Anderny
  - Mourière
  - Vallecq
  - Amermont
  - Dommary
  - Murville
  - Auboué
  - St. Pierremont

- Lorraine
  - Ruxweiler
  - Fenticom
  - Moltke
  - Karl Ferdinand
  - Burbach
  - Arsweiler
  - Moevern
  - Wiesner

(c) French Phosphate - Chalk

During the period from October 1940 until the end of 1944 Krupp obtained 20,966 tons of French-Phosphate-Chalk.

For the above-mentioned 3 groups all deliveries were made to the Friedrich-Alfred-Huette, Rheinhausen.

2. How did Krupp pay for these ores?

Payment was effected through the German-French Clearing Agreement then in existence.

a) for the Normandy and Brittany Ore to the Compt. de Vente, Paris.

b) for Minette to the Joint Distribution Control (Liefergemeinschaft) for the iron-ore mines in Lorraine, Metz, to their account at the banking firm of Georg Mueller, Metz Branch, or
TRANSLATION OF DOCUMENT No. NIK-12737  
CONTINUED

(page 3 of original, cont'd)

to the Societe Nancienne de Credit Industrial et de Depots, Nancy; and in 1944 to the account of the Reiffeisenbank in Bildstock on the Saar.

c) for French Phosphate-Chalk to the Comp. Francaise de Phosphates SA, Paris, or to the Manufactures des Glaces et Produits Chimiques, Paris.

The payments were made by Krupp on the basis of foreign currency permits which Krupp received from the Reich Office for Iron and Steel (Reichsstelle fuer Eisen und Stahl) and later from the Reich Association for Iron or the Reich Office for Chemicals (Reichsstelle fuer Chemie) Berlin.

(page 4 of original)

3. Through which organization of the Reich government did the Krupp Firm receive its share of the French Ore supplies.

There were private business agreements which were concluded as far as ore and Minette were concerned, with the French Mines or their sales organizations under the direction of the Raw Material Department of the Vereinigte Stahlwerke were the most important buyers.

The Phosphate-Chalk, however, was purchased in France upon instigation of the Reich Agency Chemicals (Reichsstelle Chemie) under the direction of Krupp for the Ruhr industry.

In each case the prices were subject to negotiation. Requirements were determined by the Reich Agency for Iron and Steel (Reichsstelle fuer Eisen und Stahl) and later, by the Reich Association for Iron and for the Phosphate Chalk by the Reich Agency Chemicals (Reichsstelle Chemie); these agencies later also granted the foreign currency permits needed to pay for the ore.

Krupp participated according to their share in pig-iron production in the total of the ore- and phosphate-chalk supplies from the French territories. This share varied in the different years and averaged about 12 - 14%. The remaining quantities were distributed in the same way to the rest of German industry.

4. Information about the Joint Control of the Iron-Ore-Mines in Lorraine and Meurthe and Moselle, Metz.

The formation of the afore-mentioned association was not instigated by Krupp. Who formed the association,
is not known to me. In my opinion Herr Paul Raabe
who was then manager of the association, would be in a
position to give more details.

The Krupp Firm was obliged like the other smelting
works to contract for its quantities and to take
deliveries through this association. From the quan-
tities allotted by the Association of Allocation
a share was fixed for the Ruhr, and this according
to the needs based on the pig-iron production. The
quantities allotted by the Joint Control were distrib-
uted at monthly

meetings in which the representatives of the various
districts participated, according to the share of the
various works in the pig-iron production. The direction
for the Ruhr industry lay with the raw material
department of the Vereinigte Stahlwerke which at all
times took care of the interests of the other Ruhr
industries as well (a representative of the ore office
of Krupp did not regularly take part in these meetings).
Generally Krupp's interests were represented by me
or by my deputy at that time, Herr Kleinstoll. However,
it was only the task of the gentlemen to deal with
the questions of ore allocation in respect of trans-
port schedules and pig-iron production.

5. How was the ore acquisitioned within the Krupp Firm?

Each month so-called production programs for pig-
iron and ingot steel were fixed in joint discussions
in which the total quantities of ore and scrap, addi-
tionally available, formed the basis for the fixing
of the aforementioned supply program for French
ore. The gentlemen of the ore-office, pig-iron office,
of the steel works, of the Borbeck blast furnace, and
the Friedrich-Alfred-Hütte took part in these dis-
cussions. The Direktorium itself was represented only
rarely by Dr. Houdremont.

6. Organization of Ore-Purchase.

Ore-purchases were organized at Krupp's in the
following way:

The means for the quantity to be bought were
provided by the finance-department. In the case of
larger contracts the funds had first to be approved
by the Direktorium as was the case with all important
transactions.
The organization of the ore-department was graduated as follows:

Employees (correspondents, book-keepers' clerks, stenotypists)
Department-Head Deputies
Department-Heads
Executive
Procurist (Official with limited authority)
Departmental Director

then came the higher management of the administration:

Director
Deputy Member of the Vorstand
Vorstand

7.) Who of the Vorstand has approved the purchases of ore?

Until fall of 1938 the then deceased director of the raw material department, Director Dr. Klotzbach. After that this department was headed by Alfred v. Bohlen until fall of 1943 and thereafter by Dr. Fritz Mueller until his death in 1947. For more substantial ore-purchases the approval of the commercial members of the Direktorium had to be obtained also. These were until spring 1943, Dr. Ewald Looser, and thereafter until the capitulation, Dr. Janss.

8.) How did the ore arrive from Mont-Belleux?

I am unable to give information about this since this did not belong to my field of activity.

I recommend to contact the Department Main Administration of Ore Mining of the Krupp Firm with regard to this matter.

9.) Address of Herr Dr. Scheibe:

Dr. Ernst Albrecht Scheibe,
W 9 1 1 b u x 2 / Lahn
Adolffstr. 7.
10. Ore supplies obtained from other occupied countries.

Besides France, ore and phosphate-chalk were obtained from the following occupied countries:

Belgium
Norway
Holland
Russia, Ukraine
Italy
Greece

Phosphate-Chalk
Residues
Phosphate-Chalk
Residues
Ores
Residues
Manganese-ores

I have made the afore-mentioned statements to the best of my knowledge and belief. The thereto pertaining documents have been put at my disposal by the ore-department of the Krupp Firm.

Essen, 17 October 1947 (signature): Emil Bellingrot

Supplementary to report of 17 October 1947

The contracts were concluded with

Comptoir de Vente des Mineraios de Fer de l'Ouest, Paris, 57, Rue Pierre Charron.

The direction of the Raw Material Trade of the Vereinigte Stahlwerke, Duesseldorf, referred to under the above is to be understood to imply that the negotiations with the French Mine Representatives were always conducted under the direction of the gentlemen of the Raw Material Trade of the Vestag (Vereinigte Stahlwerke). Also the correspondence was handled by the same office. The representatives of the Vereinigte Stahlwerke were Herren:

Sohl,
Barrang,
Thomasik,
Goldbecker and
Bruening.
As a rule two representatives of the Vereinigte Stahlwerke took part in the negotiations and besides Herr Sohl, Berrang, or Thomasik, these were either Herr Goldbecker or Herr Bruening. Since the Vestag was the biggest customer they were very much interested in taking the lead and the responsibility in the negotiations.

The participation of the Rhein-Ruhr-works in the French ore purchases depended on the monthly pig iron production of the works at the time. The consumption rate according to that was, on the average, approximately as follows:

- Vestag 51,60 %
- Krupp 13,05 %
- Gutehoffnungshütte 9,30 %
- Hoesch 10,00 %
- Kloeckner 6,00 %
- Mannesmann 10,05 %

Since the distribution of the ores took place monthly, at general meetings at which all the works in question were represented, the fluctuations in the pig iron production of the various foundries were taken into account there, so that, on the whole, every plant received quantities of French ores, in proportion to its share in the total pig iron production of the Rhein-Ruhr works. The Röhstoffhandel t e. of the Vereinigte Stahlwerke

is only a creation of the various works, of which the Konzern of the Vestag is made up. The other works such as Krupp, Gutehoffnungshütte, Hoesch, Kloeckner and Mannesmann, did not participate in this creation.

To point 2, page 2: Payment.

We had no influence on the procurement of foreign exchange. We merely made our applications to the competent offices at that time (Reich office for iron and steel and later Reich Association Iron) who, whenever necessary, handed us the authorizations, on the basis of which our finance office could arrange payment by the banks. This was the case not only with the French ores but altogether for any payments we had to make during the war for the imported raw materials mentioned in my report, in the case of phosphate-chalk, in consideration of the fact that the
French mine-owners demanded payment immediately upon dispatch of the material, credit accounts were opened with Parisian banks which made it possible to hand over the amounts to the French suppliers for delivery of car- or ship-loads against production of bills of lading.

In order to be able to arrange payments we have always addressed applications for foreign exchange, for the invoices sent to us to the responsible offices at that time (Reich Office for Iron and Steel and later Reich Association Iron); the authorizations sent to us from Berlin enabled us to pass on the payment to our financial department. I had no influence in my sphere of work on the payment itself. According to information received by me from the head of the Finance Department of the Friedr. Krupp, Herr Director Schuermann, the method of payment was as follows:

We, Krupp, handed the order for payment to the Reichsbank or to a German foreign exchange bank and authorized them to make the payment through a clearing house. We were debited with the amount on a mark account. The payment was made as laid down by the provisions of a payment agreement concluded between France and Germany and the two accounting offices—Germany and France—settled the various claims.

Ad point 6. page 4.

As explained in detail under 5 on page 4, after the monthly production program had been fixed, it was estimated what quantities of smelting materials were available, what quantity of incoming scrap from our own production, ores from our own mines as well as existing connections we could count on. Monthly tables, so-called lists of ore-movements, of which for the purpose of illustration I attach 1 copy, served as a basis for this. Those lists were compiled by the employees of the ore office. Exact records were kept of the incoming ores and the consumption and, in the same way, the consumers—the foundries—had to submit regular monthly lists on the consumption of ores.

(page 9 of original)

In this way the ore office had at its disposal all documents from which it could always establish the existing stocks. It was the duty of the ore office to ensure that, if possible, the stocks should never
sink below a certain minimum quantity. As far as I can remember we always took care that the stocks did not fall below a minimum quantity because, as a matter of precaution, we had to reckon with interruptions of transport such as hindrances in river and canal-shiping, whether through frost, floating ice, lack of water or other reasons.

Part of the employees of the ore-office had to book the ore receipts and stock lists. The men who had to work on this had to ensure, that all statements from the consuming iron and foundry works were submitted on time every month. If not, they were demanded in writing and, in addition it was also attempted to get the necessary figures, as far as possible by telephone. Other employees were responsible for controlling the orderly fulfilment of the current ore contracts, writing off the deliveries supplied for the contracts concerned and in the event of late delivery notifying their superior, the deputy head of the department or the head of the department himself of the back-log. The management of the ore-office would then consider what was to be done and take the necessary steps. Other employees had to examine the incoming invoices and arrange for payment to be made. Still other employees of the ore-office were busy with the booking and control of the book-keeping accounts.

Every morning a so-called mail-discussion took place. The following took part in this mail-discussion: The procurist and director of the department, the Handlungsbevollmächtigte (persons with limited power of attorney) (two) and the heads of departments. More important letters were submitted by the procurist or director of the department at a subsequent discussion to the higher administrative management (director) who in turn discussed the most important events with the Vorstand.

Ore supplies from other occupied territories.

From Yugoslavie, in my opinion, Krupp obtained no iron ores during the war, but probably did obtain chromium ores.
On this the main administration of ore-mines can give further information. Neither did Krupp obtain any Bauxite.

Belgium:

Belgian Phosphate-Washings
Contract dated 8 October 1940 for 5000 tons per month
" 31 March 1941 a total of 82500 tons
Delivered 89 133 tons, of which Krupp received 27 019 tons

Belgian Phosphate Chalk
Contract dated 8 October 1940 for 5000 tons per month
" 21 March 1941 a total of 67 500 tons
Delivered 61 576 tons, of which Krupp received 8105 tons

Contract with Phosphates de St. Symphorien S.A. (Societe Anonyme) St. Symphorien near Mons (Belgium).
Payable against letter of Credit at the Banque de Bruxelles, Gent.

Russia:

Nikopol-Manganese-Ores
Supplier: Berg und Huettenwerke Ost G.m.b.H. Berlin W. 9, Potsdamer Str. 31
Contract controlled by the Rohstoffhandel of the Vereinigte Stahlerwerke, Dusseldorf.
Acquired from 29 December 1941 to May 1943 70 726 tons for the Blast Furnace Works Berbock (in part stored with Schonker, Duisburg).

Greece:

Ickris-Nickel-Ores
Contract dated 16 July 1942 with the Montan-Gesellschaft m.b.H. Berlin
Acquired for the Norddeutsche Hütte A.G., Bremen, Oslobshausen in 1942 9 661 tons
in 1943 4 657 tons
in 1944 18 001 tons
= 32,319 tons

- 10 -
Russia: Krivci Reg-Ores

Contract controlled by Rohstoffhandel, Duesseldorf with the Berg- und Huettenwerke Gesellschaft Ost G.m.b.H., Berlin, W. 9, Potsdamer Str. 31

Acquired in 1945 for the Blast Furnace Works Berbeck 8 716 tons

Holland:

Montecatini-residues and Kassandra-residues

Contract dated 3 September 1940 with the Eisenerz-Gesellschaft m.b.H., Berlin-Charlottenburg.

Acquired in 1940 for the Friedrich-Alfred-Huette, Rheinhausen 5 926 tons

Bjoerkasaen-residues from store Holland

Contract dated 3 September 1940 with the Eisenerz-Gesellschaft m.b.H., Berlin

Acquired in 1940 for Rheinhausen from Amsterdam 10 719 tons
Acquired in 1940 for Rheinhausen from Vlaardingen 2 697 tons

Kassandra-residues

Acquired in 1940 for Rheinhausen from Amsterdam 2 019 tons

Bjoerkasaen-residues

Acquired in 1941 for Rheinhausen from Pernis 3 678 tons

Britania-residues

Acquired in 1941 for Rheinhausen from Pernis 1 888 tons

All contracts concluded with the Eisenerz-Gesellschaft m.b.H. Berlin-Charlottenburg.

Residues from Budel

Contract dated 15 October 1940 with Scholten & Vollmann, Duisburg

Acquired in 1941 for Rheinhausen 12 099 tons

Fine-Gravel residues from Sas van Gent

Contract dated 3 September 1941 with Scholten & Vollmann, Duisburg

Acquired in 1941/42 for Rheinhausen 8 087 tons
Tinto Residues  
Contract from 19 June 1942 with the Eisen-
orz-Ges., Berlin  
Acquired in 1942 for Rheinhausen 2 249 tons

Residues from Holland:  
Contract dated 16 June 1942 with the Eisen-
orz-Ges., Berlin  
Acquired in 1942 for Rheinhausen from Capello 1 320 tons

Residues from the Dutch state mines Sas van  
Gent  
Contract dated 8 June 1944 with the Eisenor-
z-Ges., Berlin  
Acquired in 1944 for Blast Furnace Works  
Borbeck  
2 300 tons  
total 52 982 tons

Italy:

Ferrous Sulphide—Residues  
Contract with the Erz und Pyrithandel G.m.b.H. Berlin  
Acquired in 1944 for Rheinhausen  
2 613 tons  
" Borbeck  
2 395 tons  
5 008 tons

Norway:

Sulitjelma—Flotation—Residues  
Contract dated 16 May 1936 through 3 Septem-
ber 1940 with the S/A Sulitjelma-Gruber, Oslo  
through Rawack & Gruenfeld A.G., Berlin—Charlottenburg.  

Supplied in 1940 to 1943  
1. to Friedrich-Alfred-Huette, Rheinhausen 49 836 tons  
2. to the Blast Furnace Work, Borbeck 846 tons  
50 682 tons

Fosdalen—Concentrates  
Contract dated 13 August 1943 with Hoesch A.G., Dortmund  
Acquired in 1943  
1. Friedrich-Alfred-Huette 2 053 tons  
2. Blast Furnace Work, Borbeck 2 485 tons  
Contract dated 10 May 1944 with Fosdalen  
Bergwerks S.K., Malm  
Acquired in 1944 for Blast Furnace Work,  
Borbeck 3 460 tons  
7 998 tons

- 12 -
Sydvaranger-Ores
Contract concluded with S.A. Sydvaranger, Oslo
Acquired in 1941 for Rheinhausen 20 969 tons
  " 1942 " " " 26 415 tons
  " 1943 " " - 18 391 tons
  " 1944 for the Blast Furnace Work, Borbeck - 65 775 tons
  - 5 927 tons
  - 71 702 tons.

Softestad Iron Ores
Contract date 20 June 1939 with the Nor- 
dische Erzkontor Luebeck
Acquired in 1940 for Rheinhausen
  " 1941 " 11 029 tons
  " 1942 " 8 562 tons
  " 1943 " 4 607 tons
  " 1944 " 24 198 tons

I, Emil Bellingroth, resident in Essen, Hans Niemeyer Str., 3, entered the ore office of the firm of Krupp as
   correspondent in January 1916 and was employed in the ore office until the end of 1945. At the end of 1945 I fell
   ill and because of a liver disease combined with Ascitis I retired after having been certified by the doctors to
   be more than two thirds disabled.

The dates figures and types mentioned in my report
   are available in the ore office of the firm of Krupp and
   were given to me there. I obtained further documents
   through the office for steel and iron, Duesseldorf, Herr
   Bruening, and the Rohstoffhandel department of the
   Vereinigte Stahlwerke in Duesseldorf, Herr Kaempken.

Otherwise I have made this report from memory. I have
done everything to the best of my knowledge and belief.

Essen, 23 October 1947

(signature): Emil Bellingroth

I should like to add to my report dated 17 October 1947
the following quantities obtained from France during
the war:

5 480 tons Residues from Söte
4 786 tons Manganese ores

(signature): E. Bellingroth.
Month of July 1943.

1. Agglomerated
2. Consumed by Steel work
3. Handed over to other parties 40 tons
4. Handed over other parties 38 tons
5. Handed over to Berbeck 1,649 tons
6. Received from Friedrich-Alfred-Huette 1,649 tons
7. Handed over to other parties 15 tons
8. Handed over to other parties 123 tons
9. Of which the common store of the Ruhr Industries received 670 tons
10. Of that 5,062 tons agglomerated
    5,009 tons made into briquets.

I have carefully read each of the 11 pages of the above affidavit and signed them personally, have made the necessary corrections in my own handwriting and countersigned them with my initials and hereby declare under oath that this statement contains the pure truth to the best of my knowledge and belief.

(signature): Emil Bellingroth

Sworn to and signed before me this 24 day of October 1947 at Essen, Germany, by Emil Bellingroth known to me to be the person making the above affidavit.

(signature): Emile B. Skraly
U.S. Civilian D- 094236
Office of Chief of Counsel for War Crimes
U.S. War Department.
CERTIFICATE OF TRANSLATION

21 January 1948

We, John FOSBERRY, No. 20179, and George GOODMAN, No. 34789, hereby certify that we are thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NIK-12737.

John FOSBERRY
No. 20179

George GOODMAN
No. 34789.
TRANSLATION OF DOCUMENT NO. KIK - 1 3 2 7 2
OFFICE OF CHIEF OF COURSE FOR WAR CRIMES

Affidavit

I, Hans RETINTER, Dipl.Ing., Dipl.-Ing. (Diploma Engineer), born 23 January 1905
in Rettgen on the Ruhr, residing in Mittlar near Düsseldorf-Kaiserswerth, having been told that I shall be liable to punishment if I give false testimony, hereby make the following affidavit of my own free will and without coercion:

By profession I am a Diploma Engineer and in 1922 I entered the employ of the Denag A.-G., Lübeck as a designer. Since 1940 I have been, and still am today, chairman of the Vorstand of the said A.-G. (Aktiengesellschaft).

During the war, about the end of 1942 Minister Speer appointed me Rüstungsbevollmächtigter (Rüstungsbezirk) VI B and later also for VI A. My main task as Rüstungsbevollmächtigter was among other things to keep up contacts between the main committees and Rings on one hand, and the industrial supply plants on the other. I was subordinate in the Speer Ministry and Office Chief, Dr. W. SCHILDER, who was competent for the supply industry (Zulieferindustrie).

In the autumn of 1943 Minister Speer set up the Ruhr Staff, the main task of which was to reconstruct the works in the Ruhr area which were damaged by air-raids. I was also appointed by Minister Speer to this Ruhr Staff. My work on the Ruhr Staff consisted essentially in the reconstruction of destroyed plants of the iron processing industry. My work in detail consisted in the amount of air-raid damage suffered by the plants and after consulting the competent committees and Rings, of submitting requests for reconstruction to the Ruhr Staff, when reconstruction of a plant was decided upon I had to procure in the Ruhr Staff the necessary construction material, glass and roofing and have the repair work done

(page 2 of original)

by so-called shock squads (Stosstruppe). The business manager of the Ruhr Staff was Armament Inspector General ERRMANN who had his office in Charlottenhof near Kottwitz, and who also at the head of the Armament Inspectorate of war industry VI within the wirtschaft armament Commandeer, Steenbock, among others, was also subordinate to him.

The armament Command (Rüstungscommando) Essen was temporarily subordinate to Steenbock.

To the duties of the wirtschaft armament deputy belonged the "combing out" of superfluous machines from the industrial enterprises, that is, a commission of the wirtschaft armament deputy, in which the wirtschaftsarmament was also represented, went to the firms and made a check of the possibilities of exploiting the existing machine supplies with reference to the amount of orders and the degree of employment. If it proved that there was superfluous machinery on hand this was reported to the armament Inspectorate in Mainz, which then took over the disposition of this machinery, often allotting it to other plants which were in urgent need of such machines.
In general if a plant urgently needed certain machine-tools for its production it applied to the main committee or ring which was of consequence to the production in question and put in a request for the machines needed. Thereupon the main committee or main ring checked the urgent necessity for procuring the machinery and, if this was found to be so, forwarded the request with their approval to a machine procurement office in the Spear Ministry, which, as far as I remember, was managed by a certain Herr Lange, whom we called "Maschinen Lange" (Lange, a machinery supplier).

I consider it as entirely out of the question that any machines were allotted to any industrial plant by competent machine distribution centers during the war if these machines were not necessary for production and applied for by the firm in question.

Generally, when machines were sent from outside to a plant, a receipt would be reported to the works purchasing office, which normally checked, by reference to the formal invoice, whether the machinery received corresponded to that ordered by the plant purchasing office. If such was the case the machines were accepted and the machines were turned over to the competent plant manager for installation. The auditing department checked the accuracy and the adequacy of the price and had the bookkeeping department settle the account according to the terms of payment if necessary.

I have carefully read the three pages of this affidavit and signed them in my own handwriting, I have made the necessary corrections in my own handwriting and countersigned them with my initials, and I hereby declare on oath that I have told the pure truth in this affidavit to the best of my knowledge and belief.

(Signature): [Redacted]
Sworn to and signed before me this 18th day of December 1947 by Hans vautor at Nuernberg, known to me to be the person making the above affidavit.

(Signature): Leo BROULES
U.S. Civilian AGO No. A-165 775
Office of Chief of Counsel for War Crimes
U.S. War Department

CERTIFICATE OF TRANSLATION

20 January 1948

I, George Goodman, No. 34 789, 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 - 13 272.

George GOODMAN,
No. 34 789.
I, Karl Sander, residing at Obersandgarten 10, Berlin-Tempelhof, having been warned that I shall be liable to punishment if I make a false statement, hereby make the following statement under oath of my own free will and without coercion:

In May 1941, I entered the service of the Rohstoff-Handelsgesellschaft (Raw Materials Trading Company) (also called Rogers), in which I functioned as head of the financial bookkeeping department. I held this position until August 1945. After the cessation of hostilities the Rogers was placed under supervision by the British authorities. A certain number of former employees, of which I was one, were charged with winding up the affairs of the Rogers, as my part in this process of liquidation I made up the balance sheets, namely those for 1947, 1946 and 1945; the balance sheets from the founding of the Rogers until 1944, on the other hand, had already been made up. Consequently I am, personally, familiar with the balance sheets of the Rogers.

Although the records of the Rogers had been scattered over a wide area as a result of the events of the war, it was nevertheless possible to recover the accounts of the purchases and sales of the company, in particular; also the bank statements and the majority of the accounts of the buyers.

These balance sheets, some of which I myself prepared on the basis of available records and some of which I checked, show that the Krupp Konsum received wares and goods of all kinds during the war from the Rogers to a value which can still be proved today, of 13,148,916.82 RM. This sum of over 13 million Reichsmarks is made up of 2,390,318.29 RM of so-called booty goods and 10,758,100.53 RM of so-called purchased goods of the Rogers.

The Rogers had two departments, the so-called booty Department and the

so-called Raw Material Purchasing Department. The allocations from the former were designated as booty goods while the allocations from the latter were designated as purchased goods.

The booty goods came exclusively from the territories occupied by Germany, including Italy after the King of Italy had made a true with the United

- 1 -
Prior to that there were no booty goods which came from Italy. The goods allocated by the Raw Materials Purchasing Department of the Koges were goods which came partly from Germany — but to the greatest extent from occupied foreign territory. I am unable to give an exact percentage estimate, but certainly the largest part of these so-called purchased goods also came from occupied foreign territory.

Both the booty goods and the so-called purchased goods consisted of wares of all kinds, such as household goods, raw materials, textiles, machines, tools, shoes, leather, scrap metal and other materials, etc. The Koges branch offices which procured these goods. These goods were procured in co-operation with the German military agencies of the occupied territories, which confiscated wares. The so-called booty goods were sought out, confiscated and then allocated to the Koges for distribution by the Feldwirtschaftskommandos (Field Economic task units), a military formation of the German Commander in the occupied territories. Thus, the Koges itself left the function of finding the wares to the military agencies.

The so-called purchased goods were bought in the occupied territories by the German "buyers". These buyers were, in part, under the orders of the Reich Economic Ministry and in part those of the Armament Ministry. I am unable to say with certainty whether they were also partly under the orders of the German military occupation authorities. However, all purchases had to be approved by the competent military commander in the occupied area. The buyers also made black market purchases in the occupied territories. These black market purchases had the official approval of the German governmental agencies. After this approval had been obtained, the wares which were bought in this manner were resold to the branch offices of the Koges and turned over for distribution.

Today I am aware that these so-called purchases of wares of all kinds, which were later recorded as purchased goods, constituted a large-scale plundering of the occupied territories. However, I did not realize this at the time, not until a period of time had elapsed and I could look back on these events did I become conscious of the real nature of these activities.
in the occupied territories.

The so-called booty wares cost the Rogos nothing, only the transportation costs had to be paid for. The so-called purchased goods, however, which were bought up in the occupied territories, were paid for by the Rogos. The prices were fixed by the buyers with the approval of the local military commander. Thus, the Rogos had two types of wares available for consumption and use in Germany: 1. The booty goods, which were not paid for and for which the Rogos only paid the transportation costs from the occupied territories to Germany; and 2) the wares which were bought up, which the Rogos had to pay for through the clearing system.

I know nothing of the actual character of the clearing agreement which Germany made during the war with the occupied territories.

We had to distribute the wares as requested by the Reich Agencies and the Wirtschaftsgruppen (Economic Groups). The Reich Agencies included the Reichswirtschaftsverband (Reich Association Iron), with which we had to deal for the most part. The shipment of goods from the occupied territories was directed by the Rogos, and was carried out in the following way: We sent consignments direct to the German firms concerned whenever we knew far enough in advance what Germany had ordered the particular booty goods or purchased goods and obtained the approval from the agencies of the German Government. This was very frequently the case, especially for deliveries of machines and other metal goods. All the wares and goods from the occupied territories which the Rogos transported from abroad were disposed of in the German home territory at so-called domestic prices. These domestic prices were usually lower than the prices paid by the Rogos abroad. There was one exception, however, this exception was Italy where, after the king had concluded an armistice with the United Nations, the German firms had to pay the Rogos the same price which the Rogos had paid in Italy. The difference between the price paid by the Rogos and the price paid by the German firms was borne by the German Reich Agencies and indirectly, by the German Treasury. The booty goods were also sold to German firms at a so-called domestic price. The surplus which thereby resulted for the Rogos was credited by the Rogos to the supreme Command of the Armed Forces. In spite of the severely strained market situation in Germany during the war the domestic prices, for which the firms obtained their wares, remained relatively stable. The wares which were supplied to the
German war economy by the Rogers were either unobtainable in Germany from German sources, or they were in extremely short supply. Therefore, these wares were obtained from foreign countries in the manner described above.

As already mentioned, the Rogers transported the booty goods and also the purchased wares in these cases directly from the foreign countries to the firms. In other cases, if there were no definite orders in advance, the booty goods acquired from foreign territory were sent by the Rogers to a special booty center, where they were inspected, and a list of the booty goods or hand was sent to the Reich Agencies. These Reich Agencies thereupon allocated the booty.
goods in our depots to the respective business firms and informed us of the allocation, and was then sent them to the respective business firms. The Reichsagencies had a certain allocation code according to which the respective firms received machines from the booty centers according to requirements, importance to the war effort, and orders. The booty centers contained booty machines. In individual exceptional cases of minor importance the booty centers also contained purchased goods, but only in exceptional cases.

The purchased goods of the ROGES were kept in special purchased goods depots. Their allocation to the German business firms was likewise made through the agency of the competent Reichsagencies, which in turn, likewise placed all the various types of goods on hand at the disposal of the German firms according to requirements, orders and importance to the war effort.

Upon receiving these goods, whether booty or purchased goods, the firms paid the fixed price to the Berlin office of the ROGES.

Great significance was ascribed during the war to the so-called scrap metal campaign of Major Schuh, who conducted large-scale drives for scrap metal in the occupied territories. These accumulations of scrap metal were placed by the ROGES at the disposal of German industry.

The Kiepp firm also regularly obtained large quantities of scrap metal through the ROGES.

The German firms must have known of the character of the ROGES during the war, as a collecting agency of all kinds of foreign goods. In fact the sole reason for the existence of the ROGES was its procurement of wares and goods from foreign territory, for wares and goods within Germany were procured by specifically designated governmental offices. If the collection of wares and goods within Germany had also been a function of the ROGES, there would have been an unnecessary and overlapping of authority. From the type of organization which the German economy had and which was familiar to every business man, there could have been no doubt about the special function. In addition there was the fact that every firm which received goods of any kind from the ROGES must have known exactly whether these were so-called purchased or booty goods.

The Reichsagency informed the ROGES of the domestic prices for the purchased wares of the ROGES, which was in a position to inform the German firms of these prices immediately on consigning the purchased goods. In the case of the booty goods the price-fixing mechanism was more complicated. As the ROGES had not paid for these goods, it did not know the value of them. Accordingly, the booty goods were sent to the particular firms without an invoice and the firms settled the price with the Reichsagency. After the price had been
determined between the firm and the Reichsagency the latter informed ROGES who thereupon sent an invoice to the firm. Accordingly, if a firm received goods from ROGES, without an invoice in the first place, they were usually booty goods.

Personally, I merely have detailed information concerning the activities of the ROGES. I have no detailed information on the purchasing activities in foreign territory of firms other than the ROGES or by governmental or military agencies. The only other fact that I know is that certain firms - but I do not know which ones - were engaged in procuring wares and goods in foreign territory during the war. As already mentioned however, I have no knowledge of any details in this connection.

(Signed): Karl Sander

I have carefully read the seven pages of this affidavit and signed them in my own handwriting. I have made the necessary corrections in my own handwriting and signed them with my initials, and I hereby declare on oath that I have told the pure truth in this affidavit to the best of my knowledge and belief.

Karl Sander
(Signature)

Sworn to and signed before me this 22nd day of December 1947 at Fuerenborg by Karl Sander, known to me to be the person making the above affidavit.

(Signature): William J. Stein
U.S. Civilian No. A 446852
Office of Chief of Counsel for War Crimes
U.S. War Department

CERTIFICATE OF TRANSLATION

19 January 1948

I, John Osberry, 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 document No. NIK - 13 324.

John Osberry
No. 20 179.
AFFIDAVIT

I, Alex KENTZ, Wettenheide-Goentrop, Hellweg 150, after having been warned that I render myself liable to punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

Since 1938 I have been a KRUPP employee and since the beginning of 1943 department chief of the technical office of this firm. The technical office played an important part in the procurement of machines for the Essen complex. The acquisition of machinery for the Gustahlfabrik, during the war, was carried out in the following manner.

When the firms received an order concerning a certain production programme, from some quota holder, let us say from the OKW, OKH, OKH, RM (Reich Rail Ministry), the Reich Railways Service etc., the technical office was responsible for the technical side of this task, with regard to the extension workshops or supply of the necessary machinery. The estimate of costs was sent to the plant which had to take up the manufacturing programme concerned. This plant, on its part, applied to the Direktorium for the granting of credit, enclosing an explanation for this expenditure. The application was examined by the Vorstand who either approved or disapproved of it. It actually happened that the Vorstand disapproved of an application or reduced its proportions. In the event of the credits being approved, the technical office received the order to have this task carried out or to order machinery or other workshop equipment. Immediately beforehand the technical office had to submit a machinery requirements list to the competent quota holder, reporting what machines were required. The quota holder had to approve the machinery requirements list submitted by the technical office. It infrequently occurred that deductions or modifications were made. In the event of differences of opinion, the technical office and the quota agency had to overcome difficulties in order to come to an agreement. Although, on occasion, the quota holder asserted his authority with regard to the acceptance of a machine, on account of its type or age, it was quite impossible to force KRUPP to make machinery or workshop equipment, if these were technically, of no use for carrying out the programme. Basically it can be said that actually, machines could not be used were not allotted to the firm. In nearly all cases the quota holder then caused offers for machinery to be sent to the Krupp firm. The quota holder requested certain machinery distribution agencies for example ALBRECHT, STENZEL, ROGES or the well-known German machine tool factories etc., to submit their tenders. For the Essen complex, these were submitted to the technical office, after an agreement had been reached, this generally caused no difficulty, an order was placed and the machines were delivered. The technical office then notified the Krupp financial dept. to remit the purchase money. The delivery of machines or equipment was directed by the...
the Plenipotentiary for Machinery Production, an official agency in Berlin (Lange). It happened that machines which had not been ordered were delivered erroneously or that ordered machines were not delivered. In the first case, such a machine was sent back when the error was detected, in the latter case, delivery of machines which had not yet arrived was pressed for. Although it did not happen during the last three or four months of the war, that machines were sent to several plants for which there were no delivery orders, this is not applicable in the case of KRUPP, to machines which were set up in the various production halls. If non-ordered machines arrived, they would remain at the goods stations which belonged to KRUPP. From these goods stations the machines were only distributed among the shops, in the event of it being proved that the KRUPP shop concerned had ordered them legally.

I have carefully read each of the two pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have told the full truth to the best of my knowledge and belief.

(Signature): Alex MENTZ

Sworn to and signed before me this 27 day of December 1947, at Essen, Germany, by Alex Men t z, known to me to be the person making the above affidavit.

(Signature): Max NdELL/UB
OGCnC U.S. Civilian LGO No. D-432 622
U.S. War Department

CERTIFICATE OF TRANSLATION

14 January 1948

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 document No. NIK - 13 377.

John FOSBERRY,
No. 20 179.
I, Heinrich SCHMIDT-LOGENSE, after having been warned that I render myself liable to punishment for making a false statement, state here with an oath, of my own free will and with utter coercion, the following:

I was a member of the Advisory Council (Beirat) of the Reichstoffer Handelsgesellschaft mbH. (New Imperial Trade Company mbH.) (ROGES) from about December 1942 until May 1945. The tasks of ROGES were originally taken care of by the IIFO (Artschaffliche Forschungs-gesellschaft mbH.). IIFO was an institution of the Reich Ministry of Economics and/or of the Four-Year-Plan. The whole of the shares of the business were in the hands of the Reich Ministry of Economics. As far as I remember, it was in the year 1940 when certain special tasks were taken from the IIFO and transferred to ROGES which had been newly established just at that time. The ROGES business shares were at that time, in the possession of the IIFO. The first business number of ROGES was Director General HAMBURGER. In the fall of 1942, I think it was in August, the shares of ROGES were transferred to the armament Ministry on the basis of an agreement between the Reich Ministry of Economics and the armament Ministry, and handed over by the letter to the ROGENSKOHTOR mbH. for trustee administration. The legal part of the transaction was settled between IIFO and ROGENSKOHTOR directly. ROGES originally had the task of maintaining a so-called "national stock", of metals, which were strategically important and also essential for the supply situation.

Beyond this, on the basis of directives of the Four-Year-Plan and the Reich Ministry of Economics, ROGES was given for each separate case, further tasks via competent Reich offices, directly or indirectly; this was especially the case during the latter part of the war, as, for instance, the supply of textiles, leather goods, as well as also mainly the seizure of goods as they appeared on the Black Market. Locking tools, tools and similar articles were also procured on the black market.

ROGES had branches at Paris, unimportant ones at BRUSSELS, Amsterdam or Len Haag and Milan; the latter again was an important one.

During the occupation of France, Belgium and Holland, certain types of goods, as for instance the above mentioned, were acquired in such a manner that one may describe it as being obtained on the Black Market. Certain agencies, of the German Military Government, especially were opposed to this to a certain extent; so that business on the Black Market fluctuated in these countries to a varying degree, and sometimes ceased temporarily. Adherents of Black Market buyers in the Occupied territories worked on the theory that by direct infringements of the property rights of enemy foreigners by requisition, confiscation or other orders to surrender goods, there would be goods which would thereby obtained by the scheme, and it would be necessary to provide some financial inducement in order to make also those goods which could not be obtained in this manner available for German war production. The Black Market e.g. in France was organised as follows.
TRANSLATION OF DOCUMENT No. NIK - 12 989
CONTINUED

There were certain officials under the German military authorities who were in contact with the population and whose task it was to establish through go-betweens where the French had suitable goods warehouses or individual articles of which they were not willing to dispose for fixed prices or surrender for confiscation. These individual objects or goods were reported by these officials or their liaison-men to a competent agency with the German military Government who, in their turn, bargained for the price of these goods and, after it had been fixed and the foreign currency exchange approved, ROGES took action through its corresponding branch office.

ROGES then performed the Black Market transaction with the owner of the type of goods concerned directly, paid him the price in French francs, after having been granted permission to do so. The necessary amount of French francs (foreign currency) were made available to ROGES by the Reich. These Black Market transactions had usually no influence on the budget of the German Reich, as they were financed from the occupation costs in France. The goods were generally shipped to Germany by the transportation firm SCHENKER & Co., which was commissioned by ROGES, and they were held at the disposal of the competent German Reich offices. ROGES then also carried out the "reduction of costs" which meant scaling down the Black Market price to the internal German White Market price, so that goods could be distributed at the internal German White Market price. The difference was charged to the account of the Reich Minister of Finance or the Reich Minister for Economics.

The distribution routine of goods bought by ROGES generally was such that interested German firms applied for machines etc., when needed, whereupon these goods were allotted to them. I consider it to be entirely impossible, for any machines or other goods to have been allotted to German plants without a proper request having been made.

As far as the Friedr. KRUPP A.G. is concerned I had to deal mainly with Herr VON BELLERSTEIN, who was Head of the Berlin Office or held a leading position there. At any rate, he had the title of Director and was so in 1944. This was when the German-Turkish trade agreement and in connection with this, the delivery of German industrial products to Turkey had been carried through and brought to a conclusion, as well as the reciprocal delivery of ore, I think it was chromium ore, from Turkey.

I have carefully read the two pages of this statement and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have told the full truth to the best of my knowledge and belief.

(Signature): Heinz SCHLEH-LOEBSBERG

- 2 -
Sworn to and signed before me this 5th day of December 1947 at Nuremberg by Heinz SCHMID-LOSSBERG, known to me to be the person making the above affidavit.

(Signature): Leo BROULES
U.S. Civilian A 165 115
Office of Chief of Counsel for War Crimes
U.S. War Department

CERTIFICATE OF TRANSLATION

14 January 1948

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 document No. NIK-12989.

John FOSBERRY,
No. 20 179
AFFIDAVIT

I Heinz Schmid-Lossberg, Berlin-Charlottenburg, Frederickstrasse 27, after having been warned that I render myself liable to punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

I was business manager of the company Ruestungskontor B.m.b.H. Berlin, from May 1942 until May 1945. This shows that I held a leading position right from the foundation of this company. The Ruestungskontor G.m.b.H. was founded by Minister Speer in spring of 1942, with the intention of attaching to the Armament Ministry a company which was to combine several functions of both commercial and economic nature. Part of these functions was the supply of certain goods, for instance raw materials, machines, and other goods, primarily within Germany and then also partly within the Occupied Territories, according to ordinances of the competent directing agencies, e.g. main committees and rings within the Armament Ministry or the Ministry of Economics, respectively. Almost simultaneously with the foundation of the Ruestungskontor company, branches of this company were established in France, Belgium, Holland and Denmark. As can be seen the Ruestungskontor company was concentrated in the Western Occupied Territories.

It was the task of these branches in the occupied territories to supply certain groups of goods. The branches of the Ruestungskontor company had been founded principally for the iron and metal clearing houses, and also for the supply of exchange-materials for the "operation copper" within the Western Occupied Territories. According to my recollection, they supplied iron cables and in the beginning most probably also aluminium cables, clamps, and possibly in individual cases also wooden poles. The removal of copper lines and their replacement with iron or aluminium lines in the Western Occupied Territories was done by the local electricity supply enterprises as well as the delivery of this copper to the foundries, for which a foundry in the Luettich area was nominated as principal receiving agency. The Ruestungskontor made the exchange-material available to the French, Belgian and Dutch enterprises free of charge; it charged the expenses to the Armament Ministry, refunding - as far as I can recall - a sum of 1 800,- RM, later 2 200,- RM per ton of removed copper against a receipt from the foundries.
There can be no doubt that replacing copper with iron means, from a technical point of view, that a base metal was exchanged, for a certain purpose, for one of high quality.

Also other operations of a similar nature took place, which, at the moment, I am unable to recollect.

The "operation copper" came about as a result of direct negotiations between Minister Speer and the French Minister for Production Bichelon (or Bicholonne), who was Minister for Production in the Vichy Government, who then commissioned French industry — especially electricity supply firms — with the execution of the operation in France. This measure had, previously, already been carried out in Germany and was then, in part carried out on similar lines in France. There is no doubt that this constituted a loss to French Economy and that the French firms which had to hand in this copper did so unwillingly. The same could be said of the German entrepreneurs who had to surrender copper in this way. After the copper had been smelted in the above mentioned foundry in Belgium, the Reich Office for Iron and Metal disposed further of it. Generally it can be said that the German War Industry profited by this copper. The "operation copper" was a campaign that was generally known in Germany and was necessitated above all by the exhaustion of German copper stocks, and the fact that the copper deposits in Germany and those territories controlled by her, was far from sufficient to cover her requirements, especially during the war.

I have carefully read each of the three pages of this declaration on oath and signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have told the full truth to the best of my knowledge and belief.

(Signature): Heinz Schmid-Lossberg

Heinz Schmid-Lossberg

Sworn to and signed before me this 5th day of December 1947 at Nuremberg by Heinz Schmid-Lossberg, known to me to be the person making the above affidavit.

(Signature): Leo Broides
U.S. Civilian A 165 115
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES
U.S. WAR DEPARTMENT

- 2 -
I, John FOSBERRY, No. 20179, 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-12988.

John FOSBERRY,
No. 20179.

(END)
Fried. KAUFF Grusowerk
Aktiengesellschaft
Magdeburg-Fuckau

Cable Code: Alpha (all volumes); KAUFF private code; Bosse incl.
supplement; ABC 5th edition; Bentley's complete phrase code. Banks:
Commerz- und Privatbank Aktiengesellschaft, Magdeburg; Dresdner Bank,
Magdeburg branch. Postal check account: Magdeburg No. 1149; Reichs-
bank account.

Wth

Cable address: Fried. KAUFF Grusowerk
Magdeburg

Director FEISSER
C/o Fried. KAUFF Aktiengesellschaft
Magdeburg

Phone: Magdeburg No. 42381

Extension: 13

Stamp: Artillery Construction
14 March 1935 No. 10742

Initials: Eberhard

Daur

Answered: To be filed

Handwr.: See letter to Reich War Ministry
Artillery Construction 30549, dated 11 June 1935

Your reference: Your letter of:
Artillery Construction 5 March 1935 (Always to be quoted
when replying)
10066

Our reference: Date:
BM No. 3963 11 March 1935

Subject: Secrecy.

To acknowledge receipt of the above letter together with the
enclosures which we have carefully examined. With regard to the
point "Obligation of the firms to observe secrecy" we should like to
make the following remarks:

1. Title-page and page 1: 1914 (handwr.)
The reference to the law of 3 June 1934 against the betrayal of
military secrets and to the decree of the Reich President of 26 February
1933 against the betrayal of the German people and against treasonable
practices is wrong.
The decrees mentioned were annulled by the law concerning the
amendment of the penal law code and procedure of 24 April 1934 (Reich
Gazette 1934, section I, pages 347 and 348).
Therefore reference must be made to the last-mentioned law;
because it is hardly possible to threaten punishment on the strength of law
which no longer exist.

A reference similarly wrong to the above cited regulations is
contained on page 3, 4, 6, and 7.

- 1 -
Fried. KRUPP  
Grusonwerk  
Aktiengesellschaft

2. Page 4:  
It will not always be easy to keep foreigners out of "blocked" plants, if they aim at entering such plants.

3. Page 8:  
The competent counter intelligence office for the Grusonwerk is the counter intelligence office in the military area Headquarters III, Berlin 62, Kurfuerstenstrasse 55-59. Initial

4. Page 9, paragraph 2:
Whenever any suspicion of espionage arises it is better to inform the Gestapo and not the Criminal Police. The counter intelligence offices are of the same opinion. The Gestapo is more experienced in the handling of cases of espionage than is the Criminal Police.

Complying with your request, we are returning to you the copies of the letter from the Reich Ministry of Economy which you sent to us; for the time being we have not signed them.

We are looking forward to your answer.

Fried. KRUPP  
Grusonwerk  
Aktiengesellschaft

(signature:) p.p. illegible (signature:) p.p. illegible

stamp:  
Original  
File 454  
First copy

for answer: file:

Second copy

File:
To be returned to  
Artillery Construction  
Secretariat

CERTIFICATE OF TRANSLATION  
12 November 1947

I, ANNETTE JACOBSON, ETO No. 20146, 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. NIX-11345.

ANNETTE JACOBSON  
ETO No. 20146  
- 2 -  
" END "
Affidavit

I, Kurt Rosenbaum, Essen, having been duly warned that false statements on my part will render me liable to punishment, hereby state the following on oath, voluntarily and without coercion:

Then in October 1940 I took over the Technical Offices in Essen. I found there the following method of work prevailing: If a plant, because of an assigned program, needed new machines and other installations, or also machines and buildings, the Technical Office was informed of this fact. The Technical Office then made a cost estimate for the plant and the plant applied to the Direktorium for the costs to be approved. The authorized application was then returned to the plant who in turn passed it on to the Technical Office. The Technical Office then purchased the requested installations for the plant, without informing the Direktorium about details of the purchase of the installations. The purchase of machines from the occupied territories was arranged either by the offices of the High Command of the branches of the Forces or by sales companies such as the Hages; or the machines to be purchased were in collecting camps of the Ministry of the War Economy, where they could be selected and then if suitable assigned. Payment was made either through offices of the Armed Forces or by clearing through companies such as Hages. Thus we also bought machines which had been manufactured in France and paid for them by clearing. It was the same with sheds from France. I also received one shed with several machines from Yugoslavia shortly after the occupation of that country. These machines were allocated to us by the offices of the High Command and we paid the latter for them. Details about these transactions as far as still preserved, partly supplemented, are lying in the offices of Herr Dr. Hansch for inspection. There can be found documents still existing concerning the purchase of machines from the occupied countries.

Within the framework of the Ruhr Help Operation (Ruhrhilfeaktion) we were requested by the Rhursteff Speer, to send one gentleman from the property to be removed in Holland was to pick out suitable material for the repair of air raid damage. By personal order of Reichsminister Speer on the occasion of his visit at the end of 1944 in Essen it was decided, that the property selected by the firm representatives to be removed should be stored in collecting camps with
IT IS AN AFFIDAVIT

Continued

these firms and then should be allocated by the Ruhrstaff the various works for the most important departments. After this order Herr Schroeder and I went to the Hague, where we met Herr Kolling who had been appointed for the selection of material, in order to negotiate about the payment to the former Dutch owners of the removed property. The representatives of the Munition Ministry in the Hague explained to us, that we could not pay directly, because it concerned property removed by the Wehrmacht, and the payment could not be made until after the allocation by the offices of the Ministry. As we heard later, Reges had received instructions to arrange the payment. As far as I can remember in detail there never was an allocation of machines to the firm Krupp by the Ruhrstaff.

Lists of the machines to be replaced had been procured by Herr Kolling on my instructions from the various offices.

Within the clearing operation of the Wehrmacht in Western Holland also the firm Redacker was cleared. They asked the Munition Ministry to be permitted to send the machines to Krupp Essen, because on the basis of earlier business connections they considered the firm of Krupp to be especially trustworthy. These machines arrived at our place without our having been informed previously.

(Signature:) Kurt Rosenbaum

I have carefully read each of the two pages of this affidavit, have made the necessary corrections in my own handwriting and countersigned them with my initials and I declare herewith, on oath, that I have, in this statement, told the pure truth to the best of my knowledge and belief.

(Signature:) Kurt Rosenbaum

Sworn to and signed before me this 22nd day of May 194... at Essen by Kurt Rosenbaum known to me to be the person making the above affidavit.

(Signature:) Irving G. BRILLIANT

U.S. Civilian A 441502

Office of Chief of Counsel for War Crimes

U.S. War Department

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CERTIFICATE OF TRANSLATION

17. September 1947

I, Kathleen BRAMLEY AGO 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 No. NIK 9654.

Kathleen BRAMLEY
AGO No. 20096
NOTES

of the 20th meeting of the Machine Construction Division,
on 31 Dec 1940

The following persons
were present:

1/ Report to Dr. Mueller
2/ Ges.(?)

Dr. Mueller
Eberhardt
Clausnizer
Reiff
Koettgen
Dr. Rademacher
Dr. Hebracker
Aranda
Yallen
Mueller
Girard
Kraus
Bergerhof

(initial) illegible

I. Production of Flak and Coastal Guns.

Herr Dr. Mueller reported the following points from his
discussion with the Fuehrer on 10 Dec 40:
The course of the war to date has resulted in an increased
need for Flak barrels and barrels for coastal defense.
The most serious difficulty consists in providing the
molding forguns at the proper time. Even if the captured
guns are put in service to support the heavy coastal
artillery, such a measure is inadequate to make up for the
impending deficiency in barrels.

Consequently the Fuehrer has requested the Firms Krupp to
determine without delay whether Flak barrels and barrels
for the heavy coastal artillery can be produced without
causing interference with other urgent Wehrmacht orders.

The Cast Steel Works has already accepted an order to
deliver 100 Flak barrels per month, bored and tempered.
Plant Mb 8 (Mb= Machine Construction) advises that a loss
in production of about two mortars must thereby occur.
An investigation is still to be made whether this loss
is absolutely necessary.

With the help of a time schedule Dr. Mueller showed when
the barrels for the heavy coastal artillery would be
finished and suggested that at least a K 5-barrel/Men,
be offered the Fuehrer as an extra production.

After Herr Dr. Mueller had given his presentation, all
of the persons present were of the opinion that something
special must be done in the field of barrel production.
Herr Girod summarized the resulting need/calling for an immediate investigation of whether:

1. the forgings in process of production might be completed as quickly as possible,
2. 200 to 300 additional forging hours could be worked in the East Forging and Hot Pressing Plant;
3. anything special could be done in the case of the mine tubes.
4. an additional productive capacity can be provided in the mechanical processing section.

The investigation will be centrally conducted by Herr Girod (Department for Economic Plant Management) in collaboration with the Sales Departments. An attempt will be made to present Dr. Mueller with the results of the investigation not later than 10 Jan 41.

The officials from Sales Department II pointed out that difficulties in connection with other equally important orders may arise through the loss of forging capacity. A decision was therefore made to limit the investigation to the technical possibilities.

The decision on which orders, if any, may be dispensed with in favor of an increase in barrel production must be reserved to the responsible office in Berlin.


Dr. Mueller suggested that the new machines for Mb 21 be set up in Mb 20, so far as space is still available, in order to avoid any inconveniences in Mb 21. He said that it would also be advisable to have someone accompany the shipments of machines from France, since that was the only way to insure the speedy arrival of the machines.

III. Workers for Mb 21.

For security reasons new personnel to be engaged cannot be employed in Mb 21 until they have undergone a screening process. The screening sometimes requires six months. Thus, Mb 21 is at a considerable disadvantage in the allocation of workers as compared with other plants. It was therefore proposed that other plants transfer some of their skilled workers to Mb 21 from their basic personnel. In this connection Herr Girod pointed out that, unless something special is done, the loss of the young skilled workers in Mb 21 must be reckoned with for the spring of 1941. Dr. Mueller suggests that lists of names of the young skilled workers thus threatened be prepared so that he may submit them to the Fuehrer, with separate lists advisable for the production of Flak barrels and the production of the barrels for heavy coast artillery. The screening of the skilled workers will be done by the Office for Economy (Wirtschaftsabteilung), and will involve:
IV. Supply of gas for the Cast Steel Works.

In connection with the problems brought up in the discussion it was pointed out that special consideration would have to be given to the gas supply for the Cast Steel Works, and that an appeal to the Führer must be made in this case, for the exemption of the Cast Steel Works from any restrictions on gas supply, for otherwise the additionally provided capacity for production might be lost. Herr Girod called attention to the fact that the restrictions in the use of gas were mainly conditioned by enemy planes bombing activity, and said he did not consider it right to appeal to the Führer with regard to this problem until Dr. Mueller had previously discussed the matter with Dr. Mueller of the Main Administration for Housing.

V. Placing orders in the occupied territory.

Herr Girod asked whether any orders had already been placed in the occupied territory. The Regional Armament Office for Essen has submitted an inquiry on this matter to the Office for Economics. It will be forwarded in writing to the separate Sales Departments, the Purchasing Department and the Technical Office. It is requested that the answer to this inquiry be submitted to the Office for Economics by 3 Jan 44.

(signature) Kraus

CERTIFICATE OF TRANSLATION

29 October 1947

I, Kathleen BRAMLIE, 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 No. MIK-11664.

Kathleen BRAMLIE
No. 20096
I, Kurt KOSCHE, having been cautioned that I would make myself subject to punishment by making a false affidavit, herewith, on oath, of my own free will and without duress, state the following:

Then in 1943 Krupp suffered great bombing damage, the machines to be replaced were not ordered on separate requisitions but in an air-raid-damage collective account. After some time when conditions became a little more peaceful, the plants made up separate requisition accounts, each one, however, according to its own requirements.

If the machines were charged against the air raid damage account, the financial measures taken were for Krupp to advance provisionally the costs of the machines to be acquired, after the directorate had passed a general resolution to make the funds available, which were subsequently to be settled by the financial department with the Reich. After 1943, the men involved were: JANSEN, ESCHENBACH, SCHINDLER, SCHERER and; I cannot say with certainty who took care of the details.

Coincident with the procurement of machines due to bombing damage, actually rendered compensation was only entered into account if it was possible to replace damaged machines by other ones. Generally, however, only those plants received such replacements which were favored by Berlin on account of their high manufacturing priority rating. The full support of the armaments industry for the procurement of new machines was assured to those individual bomb-damaged Krupp plants which could show such a high priority rating.

- 1 -
I have carefully read this page of my statement, initialed and made the necessary corrections in my own handwriting, and declare on oath to have told the pure truth, according to my best knowledge and belief.

(signature): __ Kurt Rosenbaum ___
(signed in the presence of the deponent)

Sworn to and subscribed before me this 5 day of September 1947 at Nuremberg by Kurt ROSENBAUM, known to me to be the person making the above affidavit.

(signature): ___ L. K. Landshut ___
U.S. Civilian, DCO No. D 432622
Office of Chief of Counsel for War Crimes, U.S. War Department.

CERTIFICATE OF TRANSLATION

I, Th. Klein, DCO No. D 150307, 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-11721.

Nuremberg, 5 November 1947

Th. Klein
DCO No. D 150307
I, Hermann von HANKELEN, retired General of Infantry, Chief of Staff of the Army Ordnance Office until 1937; Chief Of Staff General for Iron and Steel in the Four Year Plan from 16 July 1937 until December 1941, being duly sworn, depose and state:

1. Through my work in the Army Ordnance Office, and later as Infantry General for Iron and Steel, I came into contact with heavy industry. I am not aware that heavy industry disobeyed any request of the Heitich Government. Even those industrialists, who were in principle not in favor of the party, nevertheless wished to participate and to profit. Competitive jealousy was great and the individual industrialists clamored for orders. It was the tendency of the industrialists to grab as many orders as possible, even when the capacity of their production was already exhausted and they were no longer able to manufacture the ordered goods.

2. Putting myself in the place of the prosecution, I must say: Industry, like the rest of us, made a mistake. Nevertheless, the industrialists could see further than we officials or officers. After all, they had connections abroad and knew how things really stood. They simply overestimated the importance of business. Somehow they had formed an agreement saying: "we shall support HITLER." Had they said: "We are consciously drifting into a mine, then things would have developed differently. After all, they knew conditions abroad. They received visitors from abroad, had connections abroad and representatives abroad. If these people had said: "We refuse to take part in this," things would never have come to this pass.

Signature Hermann von HANKELEN

(page 2 of original)

3. It was only very much later - around 1939 - when I was in the Ministry of Economics, that I realized Flick's influence. Then, indeed, I became aware of Flick's real power. He was a man, who took the greatest pains to avoid parading his personality. Although, as the ruler of the Mitteldeutsche Stahlwerke, he was hardly an unimportant man, he would nevertheless not compare himself with the Ruhr magnates. However, when later on the entire coal transaction came up, my attention was really aroused. Flick received the Petschek coal, Flick had interests in Upper Silesia, and at the outbreak of war, he immediately made proposals regarding the West. His methods were extremely clever, he worked under cover and did not do things publicly. Thus he obtained everything more or less on the sly and before the others even knew that there were assets to be acquired. I believe he also had very clever agents, who informed him about everything and helped him.

4. Of BRUNHA I always had the view that he was the man when Flick always sent out as reconnaissance. I always told my staff: "We must beware of him."

5. As regards the coal exchange Ignatz-Petschek brown coal for Flick's hard coal, I was at first of the opinion that it would have been the natural thing to use the Russian state mines as supplier for the coal requirements of the Hermann Goering works. However, there was great opposition against this from various sides. Thus, if Flick's demands were to be fulfilled, there remained only the expropriation of other mines or a voluntary exchange of hard coal for brown coal. So Flick had managed to acquire parts of the Petschek Konzern, it was evident that he was interested in the remaining parts and that the
readily accepted, perhaps even suggested, the exchange transaction. FLICK was very eager in his acceptance of the

Signature Hermann von HANNEKEN

( page 3 of original )

deal. FLICK and FLICKER came to tell me that they had reached an agreement. FLICK, usually so prudent, was only anxious that he should not get into any difficulties. It was at any rate a smooth transaction for him. I know nothing of an order to carry out the exchange, which FLICK is supposed to have received from GOERING. There was complete agreement. I have the impression that the exchange suited FLICK. Otherwise he would certainly have come to me and said: "Look, it is outrageous that I am to be deprived of this property." He did not do this - on the contrary, the transaction suited him very well. I am sure that no pressure of any kind was exerted, otherwise FLICK would certainly have said so somehow in his discussions with me; nor did I later ever hear of any compulsion having been exerted.

For technical reasons, and in order to prevent a further increase of assets of the Hermann GOERING works or the Vereinigte Stahlwerke, I thought it best at the time to give the Rombach Hüttenwerke to FLICK. FLICK, GOERING, the Hermann Goering works and the Vereinigte Stahlwerke applied at the same time. However, GOERING and FUNK had the final decisions. FLICK made intensive efforts to acquire the Rombach foundry and I supported him for practical reasons. FLICK pointed out the loss of the Koenigin Laura foundry and thereby so to speak reinforce moral claim to Rombach.

I suppose that GOERING's birthday on 13 January 1941 played a decisive role in these developments. At any rate the Reich Field Marshal told me either on his birthday or immediately afterwards: "The matter of FLICK and Rombach is now settled." Thus it seems that GOERING gave FLICK his final consent on his birthday.

It was evident that after the end of the war there would be nothing to prevent the trustees from acquiring the plants in the West, including Rombach. This

Signature Hermann von HANNEKEN

( page 4 of original )

stimulant had to be provided, if only to obtain the highest possible output. The trustees came to ask me why we did not give them the plants at once. I always refused, as redistribution during the war did not seem expedient to me. The right to later purchase was to my knowledge never challenged from any side.

In February or March 1940, that is immediately after the evil practice of the expropriation of Jewish property started, the almost accomplished fact of the Saulenbau's declaration of conformity with FLICK was put before me. Minister FUNK summoned me and instructed me to settle the formalities, thus preparing the transfer of the Saulenbau foundry to FLICK. This happened at the time when the Saulenbau or other Party functionaries simply took possession of the property of the Jews and bestowed business positions on their friends. Minister FUNK called us to a meeting and declared that a special department for Jewish matters must be created. It was inacceptable that
positions were given away to people simply because they were the Party badge. The state at least should have a say in the matter, so that individuals should not acquire expropriated assets without paying for them.

Shortly before these events, the Gauleiter had apparently called on the Minister, accompanied by Flick, perhaps even without Flick at any rate, I was told that the Gauleitung had reached an agreement with Flick and the foundry was to be transferred to Flick. I have the definite impression that all details of the transfer had been previously settled between Flick and the Gauleitung.

I have carefully read and personally countersigned each of the 5 pages of this affidavit. I have made the necessary corrections in my own handwriting and countersigned them with my initials, and I state hereunder under oath, that in this affidavit I have stated the pure truth according to my best knowledge and belief.

Nurnberg, 23 April 1947

Signed Hermann von HAHNICH

Hermann von Hahnich

Before me, Norbert G. BARR, U.S. Civilian, AGO identification number DFR332820, Interrogator, Evidence Division, Office of Chief of Counsel for War Crimes, appeared Hermann von HAHNICH, to whom in my presence signed the foregoing statement, consisting of five pages in the German language and swore that the same was true.

On the 23rd day of April 1947

Signed Norbert G. BARR

Norbert G. Barr

CERTIFICATE OF TRANSLATION

I, ANNETTE H. WALLACH, No. 20101, 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-6019.

Signed ANNETTE H. WALLACH

ANNETTE H. WALLACH

No. 20101
To Herr Dipl.-Ing. Alfred von Bohlen und Halbach for his information.

Liaison-Office Iron
for publications and Press

(Signature): by order
(Signature): Schnitz (?)

(page 2 of original)

Strictly Confidential

War Criminals in Industry

From the "Financial News" of 15 July, 1943.

Sooner or later the Allies will have to compile their lists of war criminals. While those responsible for acts of unprovoked aggression, execution and torture will be dealt with first, it cannot be expected that those who ordered or carried out spoliation of every type will be overlooked. From this point of view the fact will be welcomed that the list drawn up by the Czechoslovakian Government includes several German industrialists who are in control of the Skoda works and other Czech industrial enterprises. It is to be desired that the other allied governments will follow this example.

It is fundamentally undeniable that co-operation in the spoliation of occupied territories must be counted as a war crime. Although on the surface, these acts are frequently disguised with a cloak of legality, the participants must not be allowed to escape punishment if they obtained financial or economic advantages by so doing. No heed should be paid to the fact that the most ingenious excuses will be brought forward as an explanation if it can be proved that the "Master Race" has acquired the property of subjugated nations without paying the full value of it with gold or valuable exports.
The president, directors and leading officials of the Reichsbank should head the list of the war criminals responsible for the spoliation of Europe. They played a leading role in the plundering of European states because they had discovered a miscellany of tricks which enabled them to acquire, without payment, the goods of other countries. Many of them acted in such a clever manner that the victims did not realize until some time later the fraudulent nature of a procedure whereby payments were made by their own country instead of by the German purchasers. In this way Germany succeeded, in many cases in ensuring, to a certain extent, by means of false pretences, the economic co-operation of the conquered countries.

Furthermore, the leading men of the Reichsbank must be held directly responsible for the plundering of the gold reserves in the conquered countries. It is a fact that the stolen gold has not been booked as receipts by the Reichsbank treasury. The Reichsbank officials assigned to the central banking houses of the conquered countries effected the transfer of this gold against frozen Reichsmark credits. The sums acquired in this way are very large. The objection could be raised that the Reichsbank representatives merely carried out orders. That, however, is no excuse.

Similarly the leading personalities of the German banks that controlled the credit banks of occupied Europe should be placed on the list of guilty persons. They were fully informed of the abnormal character of the acquisitions and also of the fact that the owners of the controlled banks were to be terrorized, subjected to pressure or deceived into selling their participations to Germany.

The German bankers can make no appeal on the grounds that they were forced by their government to carry out these acquisitions. On the contrary there was considerable competition amongst the leading German banks for the acquisition of the first credit bank in Europe.

The same may be said of German industrialists who have exerted influence on industrial enterprises in countries controlled by Germany. They also knew that these acquisitions were not made according to honest principles. Finally those bankers and industrial leaders in the occupied territories should be named whose collaboration with Germany exceeded that imposed.
on then by a force majeure. They must also be called to account, not by an interallied court but by the courts of their own country.

CERTIFICATE OF TRANSLATION

16 January 1948

I, John FOSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the German and English languages, and that the above is a true and correct translation of Document No. MIK-13025.

John FOSBERRY,
No. 20179.

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(End)