1-1-1947

Document Book 53, Part 2

Military Tribunal No. III

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The Chief of Civil Administration in Alsace
Finance and Law Department
No. Wi 5818 EV

Kindly cite this reference in your reply

Strasbourg, 10 May 1943
4 Bismarkplatz

Elmag-Mulhouse

(rubber stamp) A.K. (Artillery Design)
19 May 1943, No. 61840
Note: no further action required
Answered:

I. To the Elmag-Mulhouse Maschinenbau Aktiengesellschaft
attention of Director DAIMER, Mulhouse:

Gentlemen:

By reason of the contract of 31 March 1943 the Alsation plants of Elmag-Mulhouse Maschinenbau Aktiengesellschaft were ceded to the firm of Fried.Krupp Aktiengesellschaft in Essen, for operation by the latter at her own expense. It has been agreed that effective as of 1 May 1943 the plants will be operated to the account of the firm of Fried.Krupp and on its own responsibility. The firm of Fried.Krupp will carry on operations by means of the newly founded Elmag Werke - Elease Maschinenbaugesellschaft m.b.H.

You are hereby instructed to turn over the Alsation Works of Elmag to the Elmag-Werke Elase Maschinenbaugesellschaft m.b.H. (in behalf of the firm of Fried.Krupp), effective as of 1 May 1943.

II. See Section

Director S. SCHUMACHER as the provisional administrator of the Elmag-Mulhouse Maschinenbau Aktiengesellschaft in Mulhouse is hereby recalled. Henceforth the provisional administration will be exclusively in the hands of Director DAIMER.

III. Information as to the above.

By order
(signature) KATZENMUEHL

To the firm of
Fried.Krupp A.G.
Mulhouse

File: 11 S 18
Person processing the matter: Ru
Copy to: EMER-EME, Ru, SCHUMACH,
Br. SCHUMACHER (Local Dept.) KROES AHS
(Artillery Design, File)
34 September 1947

I, Martha KUTH, Civ.No. 046 355, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. HX-6258.

Martha KUTH
Civ.No. 046 355.
Strasbourg, 27 April 1943.
Bismarckplatz 4

Permit

According to Arts. 1 and 3 of the decree of 23 September 1940 pertaining to the safeguarding of the orderly organization of the economy in Alsace, official gazette page 89 - the establishment of the firm Elnag, Werke Elsass, Maschinenbaugesellschaft mbH. located in Muelhausen is hereby approved according to the statute draft submitted by the firm Fried. Krupp A.G., Essen, with communication of 14 April 1943 AKS-No. 58920g.

The Deputy

(handwritten): Original handed to Eberhardt

CERTIFICATE OF TRANSLATION OF DOCUMENT No. NIK-6251

23 September 1947

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

Gerta KANNOVA,
No. 20 151.
Artillery Design Files  
No. 591252/Ru  

7 July 1943

To the

Chief of the Civil Administration Alsace

Stressburg/Alsace
Bismarckplatz 4

Re: Blaag, Mulhouse; Taking over of stocks

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

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

The stocks were taken over by the Blaag A.G. or the Rheinische Eisenhutten on 1 May statistically not actually and to start with valued at RM 13 656 524. You have proposed to us that we should take over the stocks at that price pointing out that they had been valued too low that the price contains some hidden reserves. In the subsequent negotiations we did not agree to accept this proposal. Subsequent to our last talk we have once more examined the valuation and a possible utilization of the stocks from the viewpoint of making you an offering offer, which you could agree to and have arrived at the following result:

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

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

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

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

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

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

We take over the stocks at inventory value, which was last stated to be RM 15,957,797.70 (this figure has not yet been confirmed by Trouhand) and we pay of that, counting the advance payment of RM 4 million already made by us and the customer payments made to the AG for the deliveries of the G.m.b.H. 12.5 million RM. The payment
of the remainder of RM 1,457,797.70 is delayed without interest until the expiration of the contract. At this time the still existing stocks will be valued according to the principles valid with Krupp which prescribe a careful valuation (section A and D) - we enclose a copy of these principles - and at this value will be bought by you. The only exception from the above mentioned valuation will be the stocks of the textile machine construction, which originate from the stocks taken over by us or the Elmag G.m.b.H. respectively, as far as they are still in existence. These will be taken over again by you at the present inventory value. Should part of these stocks for the textile machine construction have to be scrapped on governmental orders then the above mentioned debt will be reduced from RM 1,457,797.70 by the difference between inventory value and scrap proceeds. The value of the stocks to be taken over by you at the expiration of the contract you will pay as follows: First, the value will first be deducted the above mentioned sum of RM 1,457,797.70 or the amount reduced by possible loss through scrapping, then the customer installment payments pertaining to these stocks; the remaining sum will become due in 4 weeks and the rest 8 weeks after the expiration of the contract. In case the plants of the Elmag AG which come under the plant lease contract should be acquired by us or the Elmag resp., you will inform us about the payment whether partial or the full cancellation of the amount of RM 1,457,797.70 or the amount reduced by a possible loss due to scrapping.

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

Finally we confirm that during the talks in Mulhouse (Mulhouse) on 10 of last month we reached agreement with you on the point that on expiration of the plant lease contract you will in the same way enter into the current manufacture and winding up of all contracts of the Elmag G.m.b.H. as we entered in place of the
Elmag A.G. into the contracts made by the latter. Stocks and tools etc. destined for or concerned with the manufacture of tractors, motor vehicles and their parts are excepted from the stocks, tools etc. existing at the time of expiration of the plant lease contract and to be taken over by Elmag A.G. and from the contract obligations to be assumed by the Elmag A.G. We should be grateful if you would agree to our proposals. The statement promised us at the discussion in Strassburg on 25 June with regard to our contract proposals of 21 April 1943 (see our letter Artillery Design Files No. 58921 a) we expect, as agreed, in the course of next week.

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

File Copy signed.

(handwritten) (initials of:) Eberhardt, Schröder

1 enclosure Main Administration (M.V.) No. 16128 of 23 September 1940
Artillery Design MD 1359 of 20 July 1943
MD 1360 of 10 July 1943

1 enclosure (duplicate)

CERTIFICATE OF TRANSLATION

1. October 1947

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

Kathleen BRADLEY
No. 20096
EXPERT OPINION

on

the value of the stock on hand

of the

Eltrag Maschinenbau AG., Pulvermue

according to the stock taking of Aleico

30 April 1943
Professor Dr. Püttner informed us on Thursday, 10 June 1943 during a conference in Mulhausen that the instruction of the Chief of the Civil Administration for us to give an expert opinion on the stock on hand of the Blaue Blechfassische Maschinenbau A.G. Mulhausen/Alsace as of 30 April 1943. On the instruction of the Chief of Civil Administration, we have already taken part in the aforementioned stock-taking; furthermore, we are to a great extent informed of the details of the inventory from our checking the stock on hand on 30 September 1942, since we carried out a compulsory audit with which we had likewise been entrusted by the Chief of Civil Administration. The survey results from former tasks with which we had been entrusted by the official temporary trustees of the firm were also taken into account in reaching our conclusions which are given below.

Raw and auxiliary materials
Fuel
RM 3,393,547.46
RM 1,427,858.26
RM 5,821,406.70
RM 8,590,916.54
RM 105,374.04
RM 14,087,197.70

Since we have not yet been able to audit the book entries made for any goods which have come in up to 30 April 1943, we must make certain reservations as to the value of stock as given below, since subsequent additions might become necessary.

As the result of our audits hitherto carried out, we are able to sum up our opinion with regard to the evaluation of raw, auxiliary and industrial materials and fuel.
in the statement that these items contain an internal reserve due to the fact that no additional general expenses in material (Materialanahekommtensachsbuch) were included, which according to our market evaluations amount to about 3.5% of the material value. The internal reserve therefore would amount to RM 168,750.

Furthermore, according to our evaluations and calculations hitherto carried out, a comparison of the current market prices with the stock taking values shows internal reserves of approximately RM 165,000.

Added to this are considerable reserves arising from the evaluation of tools and to some extent from the lower evaluation, in comparison to the present market prices due to the conversion of 10.1 at the rate of values given in French francs.

With regard to the evaluation of the semi-finished and finished products, our opinion is partly based on the results of our examination of the stock taking on the occasion of the compulsory audit as of 30 September 1942. These audits however were interrupted, mainly on account of the sudden sale of the Italian assets to the Crump A.G.

As far as we could ascertain up to now the expenditures for production materials and production wages, with the exception of the semi-finished products of the textile machines, as shown at the amount checked by post-production calculation. The general expenses were taken into consideration not as actually incurred but considerably below their regular amount. Part of them were not shown at all, such as the general expenses in stockpile semi-finished products for the construction of hoists, winches, balances and safety installations.
The textile machine products in continuity with the evaluation methods of former years have been very cautiously estimated insofar as the wages were calculated on the basis of not more than four operations without any additional general expenses on production. According to our calculations the sale of the semi-finished products for textile machines as cost price as prevailing

at the time of the scrap metal campaign, would realize approximately twice the amount of the inventory value of approximately NL 2,185,000.-

By no means is this to be understood as though the textile semi-finished products are, without exception, unalloyable; on the other hand, it must not be overlooked that these products will partly be sold in the more distant future and that consequently up to this date they may have to be registered in case of a scrap metal campaign or a similar event. A large part of the textile machinery products in particular the spare parts can be sold currently. The taking from sales of spare parts amount to a multiple of the inventory value.

According to Dr. Schuschke, the semi-finished products of the Heinz-Si group will be realized i.e., sold in the near future with the exception of a small remnant, so that the price actually realized should be very much higher than the purchasing price at inventory value. Furthermore it should also be mentioned here again that for the free stocks no additional general expenses were calculated over and above the production wages.

With regard to the semi-finished products for special production lines it must be said first of all that a considerable part of the stock which was still on hand on 30 September 1943 no longer figures in the stocklists as 30 April 1943. This is mainly the stock on which concrete price agreements had not been reached when the balance sheet as of 30 April 1943 was drawn up. However, since considerable initial expenses and installation costs have to be added to the cost price of orders already carried out, the goods in stocks not yet completed or the semi-finished products intended for such goods, are not to be charged with costs of that kind up to the amount already charged to previous deliveries.
With regard to the semi-finished products for big machines the Blag themselves have put aside a quantity of goods for a future scrap metal campaign. In anticipation of an additional contribution by the Regional Armament Office (Ausstückszentrale) the semi-finished products in

(question have been evaluated at cost price. The entire amount totals approximately RM 300,000. According to information as far received the armament office apparently has not yet given our definite consent with regard to the additional compensation but has promised to do so.

With regard to the values of the finished products amounting to RM 195,000 — approximately, it must be borne in mind that the exhibition machines are not included in this estimate. The Blag has struck the exhibition machines from the stocklists and intends to keep these machines. These machines nevertheless are available to Krupp for advertising purposes and thereby for the further production of textile machines.

Apart from these, machines have been leased to customers in Germany and abroad which have been evaluated in the stock lists at approximately RM 47,700. These include machines not in session territory but elsewhere machines which were listed as having no value i.e. if to which inventory have been made to serve as a reminder. These machines too will serve their purpose. With regard to the further development of Krupp's textile machine construction, the Blag however would continue to take care of these machines and if necessary collect this amount of RM 47,700 — from the stock, the machining machines have been evaluated at extremely low prices; in some cases, the sales prices were listed from which 30% were deducted for future administration cost scale, so that the said 3rd machines would have Krupp with a profit margin of about 40% of the inventory value. According to information received, several machines are joining.
With regard to the general trend of evaluation contained in the inventory it must be mentioned that there are reserves not only in the amount put aside for general production expenses but also, to a greater extent, in the re-evaluation of that part of the administrative costs which is connected with the production and in the valuation of the general expenses for acquiring and storing supplies.

The reserves arising from the re-evaluation of the general expenses on stockpiling the semi-finished products amount to approximately AU 210,000.00, those arising from the re-evaluation of the administrative costs on production of semi-finished products, assuming a percentage of 5%, amount to AU 447,000.00.

In summing up the considerable reserves in the evaluation of the semi-finished and finished products as well as the augmented auxiliary material and fuel, the figures for which have been given above, a sufficient coverage of the risks not at present known should be guaranteed under normal conditions. Since, furthermore, the risks contained in stock of semi-finished special products still listed in the stocklist as of 30 September 1943 are mostly eliminated by the sale and subsequent payment of those products before 30 April 1943, it appears justified to take as the value given at the beginning the correct figure for the balance sheet. This re-evaluation can also be considered tolerable for Kling, from an economic point of view. As of 1 May 1943, production has been restored to the stage at initial and installation expenses previously taken into account. Apart from this, the Kling should, in future, benefit by the considerable investment in installations of all kinds made by the normal development of the entire organization and the increased efficiency of the employees.

As a result of the previous financial year up to 30 April 1942, the Kקפ^ A.G. will also benefit when carrying on the business.

Mannheim, 15 June 1943

Kaiserliche Revisions-A.G.

Aktiengesellschaft

(Signature: illegible)

P./J6r/O.

F.G. 1971
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. NIK7097.

John FOSBERRY
P.O. 20179
DEUTSCHES REICH

ARBEITSBUCH
FÜR AUSLÄNDER
VORWORT


DER GENERALBEVOLLMACHTIGTE
FÜR DEN ARBEITSEINSATZ

ARBEITSBUCH
FÜR AUSLÄNDER
ARBEITSBUCH FÜR AUSLÄNDER
(VERORDNUNG VOM 1. MAI 1943)

Nr. A 8927 000681

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(Zuname)

(Geburtsname bei Frauen)

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| 6 | Unterschrift des Unternehmers |

ARBEITSBUCH FÜR AUSLÄNDER
VORWORT


DER GENERALBEVOLLMACHTIGTE
FÜR DEN ARBEITSEINSATZ

ARBEITSBUCH
FÜR AUSSLÄNDER

ARBEITSBUCH
FÜR AUSSLÄNDER

VERORDNUNG VOM 1. MAI 1945

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DEUTSCHES REICH

ARBEITSBUCH FÜR AUSLÄNDER
DEUTSCHES REICH

ARBEITSBUCH
FÜR AUSLÄNDER
Der Generalbevollmächtigte für den Arbeitseinsatz für Ausländer

Die deutsche, so dient auch der ausländische Arbeiter der
Stern und der Fust durch seinen Arbeitseinsatz im Groß-
deutschen Reich dem Neuaufbau Europas und dem Kampf
um die lebenswichtigen Voraussetzungen für eine glückliche
Zukunft und Wohlfahrt der Volker im europäischen Raum. Der
ausländische Arbeiter muß mit dieser Aufgabe und Aus-
zeugung sein eigenbewußt sein. Auf diesem Gedanken beruht sein
Einsatz, seine Arbeitstätigkeit und seine persönliche Haltung.

Vorwort

Wie der deutsche, so dient auch der ausländische Arbeiter der
Stern und der Fust durch seinen Arbeitseinsatz im Groß-
deutschen Reich dem Neuaufbau Europas und dem Kampf
um die lebenswichtigen Voraussetzungen für eine glückliche
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Einsatz, seine Arbeitstätigkeit und seine persönliche Haltung.
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Bezug vom Anton, Station, Pariserstr.
Berufsausbildung

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Abgelegte
(Meister, usw.)
Prüfungen

Sonstige
Fachausbildung

Landwirtschaftliche
oder
engerberliche
Kenntnisse

Besondere
Fähigkeiten
z. B. Führerschein
für
Kraftfahrzeuge

Bisherige Beschäftigungsarten

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Inhaber ist im Besitz eines Befreiungsscheines bis zum 27. Okt. 1943

Berufsgruppe 23
Berufart 45

Arbeitsamt Mülhausen E.V.
Dienststelle

Ausgestellt am 27. Okt. 1943

(STEMPEL DES ARBEITSAMTS)

ARBEITSBUCH
FÜR AUSLÄNDER

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DEUTSCHES REICH

ARBEITSBUCH
FÜR AUSLÄNDER
DEUTSCHES REICH

ARBEITSBUCH
FÜR AUSLÄNDER
VORWORT

Wie der deutsche, so dient auch der ausländische Arbeiter der
Stirn und der Faust durch seinen Arbeitseinsatz im Groß-
deutschen Reich dem Neuaufbau Europas und dem Kampf
um die lebenswichtigen Voraussetzungen für eine glückliche
Zukunft und Wohlfahrt der Völker im europäischen Raum. Der
ausländische Arbeiter muß sich dieser Aufgabe und Aus-
zeichnung stets bewußt sein. Auf diesem Gedanken beruht sein
Einsatz, seine Arbeitsleistung und seine persönliche Haltung.

DER GENERALBEVOLLMÄCHTIGTE
FÜR DEN ARBEITSEINSATZ

ARBEITSBUCH
FÜR AUSLÄNDER

(Firma - männlich - weiblich)

Peter
Schanz

(Geburtsname bei Frauen)

Der Pass oder das Grenzlegitimationspapier des Ausländer ist aus-
gestellt von der und hat die

ARBEITSBUCH
FÜR AUSLÄNDER

(Eigenhändige Unterschrift des Inhabers)
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<td>Für Ausländer</td>
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DEUTSCHES REICH

ARBEITSBUCH
FÜR AUSLÄNDER
VORWORT


DER GENERALBEVOLLMÄCHTIGTE
FÜR DEN ARBEITSEINSATZ
ARBEITSBUCH
FÜR AUSLÄNDER

ARBEITSBUCH
FÜR AUSLÄNDER
(VERORDNUNG VOM 1. MAI 1943)
Nr. A 392 / 000578

(kurz vor männlichen - weiblich)

(Zuname)

(Geburtsname bei Frauen)

Der Fuß oder das Grundlegende Schriftzeichen des Arbeiten ist ausgestellt von der

und hat die

Nr.

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<td>7</td>
<td>b) Anzahl der minderjährigen Kinder</td>
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VORWORT


DER GENERALBEVOLLMÄCHTIGTE
FÜR DEN ARBEITSEINSATZ

ARBEITSBUCH
FÜR AUSLÄNDER

ARBEITSBUCH
FÜR AUSLÄNDER

VERORDNUNG VOM 1. MAI 1943

NUMMER: 392 / 000578

LENA
(Rufname - männlich - wahllich)

Pawlina
(Zuname)

(Geburtsname bei Frauen)

Der Fuß oder das Ortsleitungszeugnis des Ausländer ist eingestellt von der

und hat die

Nr.

(Eigenhändige Unterschrift des Inhabers)
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Eintragungen über die Befreiung von den Vorschriften der §§ 1 bis 16 der VO über ausl. Arbeitnehmer vom 23.1.1933 (RGBl I S. 96)

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Inhaber ist im Besitz eines Befreiungsscheines bis zum

**ARBEITSBUCH FUR AUSLANDER**

Ausgestellt am: 2. M. 1943

(STEMPEL DES ARBEITSAMTS)

Arbeitsamt Mahajan I/33

Inhaber: Jn Auftrag

(AUSLANDER)

(UNTERSCHRIFT)
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<tr>
<th>1</th>
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<td>Art der Beschäftigung</td>
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<td>(möglichst genau angeben)</td>
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DEUTSCHES REICH

ARBEITSBUCH
FÜR AUSLÄNDER
VORWORT


DER GENERALBEVOLLMACHTIGTE

ARBEITSBUCH FÜR AUSLÄNDER

ARBEITSBUCH FÜR AUSLÄNDER (VERORDNUNG VOM 1. MAI 1943)

Elena
(Rufname - männlich - weiblich)

Sündening
(Zuname)

Sündening
(Gebärtename bei Frauen)

Der Fett oder das Grenzleitungszeugnis des Ausländer ist ausgestellt von der

Nr.

und hat die

ARBEITSBUCH

(Eigennahme Unterschrift des Inhabers)
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**ARBEITSBUCH FÜR AUSLÄNDER**
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Eingegangen über die Befreiung von den Vorschriften
der § 1 bis 16 der VO. über ausl. Arbeitnehmer vom 03. 7. 1933
(RGBI. 15, 86)

In dieser im Besitz eines Befreiungsscheines bis zum
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<td><strong>4</strong> Art der Beschäftigung (möglichst genau angeben)</td>
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*NIK - 9539 D*
MD No. 1359  
30 August 1943.

To the  
Chief of the Civil Administration in Alessee  
- Finance and Economy Department

Stuttgart/Alessee  
Bismarckplatz 4

Re: Contract Elweg AG. / Elweg GmbH.

Previous correspondence: Your letter dated 20 July 1943  
Nr. W 11 951 RV - MD No. 1359.

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

Article 9 of the contract reads as follows:  
"Krupp will continue the Elweg... production at present  
running and will not put it to any disadvantage in the  
face of the Krupp manufacture newly to be started, as  
far as this is not contrary to the orders of the government."

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

Art. 11 reads:  
"The (above) agreements constitute a framework for a  
contract, the supplementing, clear definition and  
final version of which the contracting parties reserve  
for themselves." The suggestion about the supplementing  
of the contract originated with the Chief of Civil  
Administration. In the joint discussion in Muhlhausen  
(Maulhausen) on 16 June 1943 we praised that the A.G.  
should enter into the contracts effective at the ex-
tract and should take over the stocks at reasonable prices.

(page 2 of original)

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

The proposal of the A.G. to take over into their own administration the stocks for textile machines for the sum calculated by us is around RM 2,792,600. It would lead to an enterprise within an enterprise (figure 1). We think it impossible to clearly draw a technical demarcation line in administration. In the textile workhouses around 50 people are employed for whom we cannot do the administrative work without payment. If the A.G. wants to sell the parts for the textile machine construction at the prices of the day, then this would lead to an unbearable increase in price of the finished products. One can no longer speak of a serial production in textile machine construction. With high cost prices for the parts, the single piece manufacture would lead to a stopping of textile machine manufacture.

Also the measure proposed for the taking over of the stocks for the textile machine construction would make impossible for us the observance of just that point of the original contract in which, to judge by earlier statements, there is the interest of traditions of the G.N.H. However, this proposal is also technically impracticable; the textile stores would have to be removed from the zone rented by the G.N.H. This would lead to an enormous increase in difficulties and the price of manufacture. After a while, two stores would exist side by side. This would not be in the interest of the A.G. One must not only look at the hidden reserves - figure 2 of the proceeding - but also at the two high valuations of the stocks and compare them. The Board objects about the scrapping campaign planned at the time of the AG accounting RM 579,000. This amount already exceeds the reserves mentioned under figure 2). The risk arising from the costs of special manufacture is considerable and must be taken into account.
The proposal as set forth under figure 3c) is not practicable and in view of the shortage of labor untimely. We would have to consider wages and costs for the administration of the tools, installations etc., while the A.G. would demand a rent for their use.

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

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

CERTIFICATE OF TRANSLATION

2. October 1947

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

Kathleen RAMSEY
No. 20096
Agreement

between

1. The Chief of the Civil Administration in the Alsace, Strasbourg, hereafter called "GIZ",

2. Elmaa, Elsassische Maschinenbau AG, Mulhouse, hereafter called "Elmaa AG",

3. the firm of Fried. Krupp, Essen, hereafter called "Krupp",

4. Elmaa, Werke Elmaa, Maschinenbau-Gesellschaft m.b.H., hereafter called "Elmaa G.m.b.H."

Article 1.

As an alienation enterprise in which enemy interests predominate, Elmaa AG comes under the provisions concerning enemy property, contained in particular in the decree of 13 December 1961 (Official Gazette 1962, page 20). It has been placed under temporary state administration (Kommissarische Verwaltung). Their property in the Alsace consists in particular of the plants at Mulhouse, Halsmunster and Jungholz.

Article 2.

(1) In consequence of enemy action, Krupp is no longer able to maintain the output of the motor-vehicle plants and other production in Essen and transfers this production to the three afore-said plants of Elmaa AG, pursuant to an instruction by the Reich Minister for Armament and War Production and to a transfer order of the NYH (in compliance with the decree of the Reich Minister for Armament and War Production of 23 August 1963 regarding the transfer of war essential plants).

(2) The GIZ and Elmaa AG cease to Krupp the management and utilization of the 3 plants of Elmaa AG listed in article 1, in such a form that Krupp will administer and operate the plants on its own account with the care of a proper merchant, giving the greatest possible consideration to the equipment of Elmaa AG and its structure. Any sub-letting of the plants and their installations is not permissible. In the case of Elmaa G.m.b.H. lending equipment to third parties, the appropriate contracts have to be arranged by Elmaa AG in agreement with Elmaa G.m.b.H. During the period of this agreement, the proceeds of such contracts belong to Elmaa G.m.b.H.

(3) For the utilization and management Krupp has founded the Elmaa, Werke Elmaa, Maschinenbau-Gesellschaft m.b.H. (page 2 of original) which, at the dissolution of the agreement, will change its trade name so as not to contain the word Elmaa or any title which may be mistaken for Elmaa AG.

Article 3.

This agreement is valid as from 1 May 1963 and was concluded for the duration of the war with an adequate period for cancellation.
Article 4.

(1) The compensation payable to Elmag AG from 1 May 1943 onwards for the cession of the plants amounts to 2,500,000.

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

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

Article 5.

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

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

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

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

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

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

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

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

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

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

(3) Within the period of 14 days mentioned in paragraph 2, **Elma AG** and **Elmag G.m.b.H.** will come to an agreement as to whether **Elma AG** at the termination of this agreement will bear the costs for the planned constructions. In this case **Elma AG** will pay to **Elmag G.m.b.H.** the actual market values, 3 months after the termination of this agreement. The actual values of the new acquisitions are to be ascertained when the constructions are finished and to be communicated to **Elma AG**. This provision does not influence the right of the assessing authority (Fossestaatliche Schöndienst) (decree of 26 August 1933 paragraph 20, regarding basic principles of transfers) to demand that at the termination of the transferred production, **Elma AG** takes over, at the actual market value, any additional installations or improvements of value, which will be of advantage to the future production of **Elma AG**.

(4) **Elma AG** is to be responsible for RM 20,000,— of the amount to be spent for air-raid protection of the plant, to be paid half on 30 September 1943 and half on 30 April 1944.

Article 7,

(1) Pursuant to the decree of 26 August 1943, regarding the transfer of war-essential factories, the Reich grants the plant to which production was transferred (Rufraum AG) upon application a compensation for the special expenses which occur at the termination of the transfer of production (page 4 of original) the plant has to incur for the restarting of the original production, taking into consideration scientific development. The partners of this agreement agree that pursuant to the decree of 26 August 1943, of **Elma AG** authoritative for them, the restoration of the plants, installations, etc., to their original condition cannot be demanded from **Krupp and Elma G.m.b.H.**

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

Article 6,

(1) As evidence for the stores of raw, auxiliary and maintenance materials, as well as of semi-finished and finished products on hand on 1 May 1943, a complete inventory is available which will be at the disposal of **Krupp, Elma G.m.b.H.**, and **Elma AG** for their attention and permanent information. The stores, which are shown to have a book value of RM 18,587,757.70 are taken over by **Krupp** with the exception of the following parts intended for scrapping:
1) boilers, piston and compressor parts RM 54,000.00
2) machinery tools RM 237,000.00
3) grant parts RM 65,000.00
4) railroad signal parts RM 50,000.00

Immediately upon approval by the armament office (Kuestunsposten) Elma., G.m.b.H. carries out the scrapping operation, the proceeds of which will go to Elmag AG after deduction of the accountable expenses. For the stores stated in the inventory, excluding those parts intended for scrapping, Elma., G.m.b.H. pays to Elmag AG 10,000,000.00 after deducting the initial payments made by customers - to be added by Elmag AG to Krupp - and after adding the initial payments made by Elmag AG to suppliers. The amount was due on 1 July 1943.

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

(3) Elma., G.m.b.H. compensates Elmag AG for the expenses incurred in connection with orders given to the plant and special costs incurred for the transfer prior to 1 May 1943, and takes over the orders not yet completed for the series 135000, 136000, 137000, and 138000.

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

(5) By 1 May 1943 Elmag AG is to be paid RM 35,064.65 for office supplies as shown in the inventory of 30 April 1943 plus 10% for materials actually in use, i.e., total of RM 39,068.00. When the agreement expires Elmag AG will take over the then existing stores of this kind after an appropriate estimate has been made and in as far as they are of use to the old Elma. production.

(6) The rolling stock of Elma., AG, consisting of motor-vehicles, horses, wagons, electric-carts (that is no railroad stock) is taken over, according to annex 3, by Elmag G.m.b.H. for RM 101,886.00 as from 1 May 1943. At the termination of this agreement the stock still in existence at that time will be given back for their actual market price.

Article 9.

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

(2) As from 1 May 1943 Elma., G.m.b.H. takes over the current insurance contracts of Elmag AG against damages, liability etc., and insures the property brought in by Krupp and Elma., G.m.b.H. by a special policy with the same insurance company. At the termination of the insurance contracts of Elmag AG, Elma., G.m.b.H. will conclude new insurance contracts, in which the property of Elmag AG on the one hand and that of Elma., G.m.b.H. on the other hand are insured in such a manner that neither Elmag AG nor Elma., G.m.b.H. can be detrimental to each other owing to insufficient cover. Elmag AG will indicate the
appropriate amounts for the risks to be insured for Elmag AG. The premiums will be charged to Elma, G.m.b.H., Advance payments made by Elmag AG before 1 May 1943 for the period after 1 May 1943 will be debited to Elmag G.m.b.H., and similarly at the termination of this agreement any advance payments made by Elma, G.m.b.H. will be debited to Elmag AG, in so far as they have been made for the period after the termination of this agreement.

Article 10

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

<table>
<thead>
<tr>
<th>Sales Office</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paris</td>
<td>1,600.</td>
</tr>
<tr>
<td>Lille</td>
<td>1,850.</td>
</tr>
<tr>
<td>Rouen</td>
<td>530.</td>
</tr>
<tr>
<td>Nancy</td>
<td>232.50</td>
</tr>
</tbody>
</table>

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

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

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

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

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

Article 11

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

(2) Dr. SCHULMANN is to be given work corresponding to his position hitherto, and becomes a full member of the Board of Directors of Elmag G.m.b.H. The chairman of the Board of Directors of Elma, G.m.b.H., will be appointed by Krupp. He will be leader of the plant at the same time.

(3) Krupp will do their utmost to give Director BAUMER, who for the time being is still required as state appointed temporary manager for Elma AG, a position in one of their own plants, in accordance with the position he has held hitherto. If this is not possible by 30 June 1943, Krupp will pay Director BAUMER an indemnity of RM 50,000.00. The payment of this amount frees Krupp of all obligations towards Herr BAUMER. If Herr BAUMER resigns before 30 June 1943, he receives the indemnity of RM 50,000.00 on the day of his resignation.
Article 12.

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

(2) The Almag G.m.b.H. is obliged to inform the Almag A.G. and the Cd2 (chief of civil administration) in time if the authorities demand that this production is to be restricted or stopped.

(3) A transfer of production so far executed to plants outside the Almag A.G. works, can only be effected with the express consent of the Almag A.G. and the Cd2 (chief of civil administration).

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

Article 13.

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

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

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

Article 14.

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

- 5 -
Article 15.
Any public fees which may accrue in connection with the concluding of this agreement, are paid by the Elmag G.m.b.H. In addition it will pay DM 20,000 towards any other costs that might arise.

Article 16.
This agreement takes the place of the overall agreement (Rahmenvertrag) concluded between the CdZ (Head of Civil Administration) and Krupp on 31 March 1943.

Article 17.
(1) This agreement is made in quadruplicate, each copy of which is to be signed by the contracting parties.

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

Strasbourg/Alsace, 5 July 1944.

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

The plenipotentiary for public- and Reich enemy property signed:

Fried, Krupp signed: EBEBHARDT

ELMAG
Elsassische Maschinenbau A.G. signed: DIEMER

ELMAG Werke Elsass Maschinenbaugesellschaft m.b.H. signed: SCHUMACHER signed: BIEGL

Annex 1)
to the agreement between CdZ - Elmag A.G. on the one hand and the Krupp - Elmag G.m.b.H. on the other hand.

List of plants and installations ceded to Krupp and the Elmag G.m.b.H. according to article 5, paragraph 1.

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

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

(page 10 of original)

Annex B)

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

Hütte Ges. 16128.
(Hauptverwaltung - Main Administration)

To the plants and offices.

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

Regulations for the Valuation of Stocks.

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

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

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

2) orders placed by subsidiaries or Krupp-enterprises, it is ascertained, whether deliveries or services rendered are concerned, the costs of which - according to cipher 4 of the circular letter HV (Main Administration) 14541 of 16 August 1940 - are to be invoiced by the 9 or 10 October at the very latest;
3) the inventory of finished and semi-finished goods is submitted to the respective sales-department in good time, so as to enable a proper check of the values stated in the inventory without exceeding the deadline.

4. Stocktaking I

1. Finished and semi-finished goods for outside customers.

   Valuation is to be effected on the basis of the purchase price or costs of production (balance of the order-account); if however - after deducting general expenses, sales-commission and other selling expenses, turn-over tax and the allowance for profit - the known or realizable net sales price (considering the grade of finishing) is lower, then the valuation is to be based on this price. The valuation must without exception be effected in agreement with the respective sales department.

   Spare parts, tests etc. which are to be charged to J.K. are to be listed without stating the value.

   Goods (parts) against orders, which have in the meantime been cancelled, which are completely or partly finished or have been stored, must be listed in special files and separated from the rest of the goods.

2. Finished or semi-finished goods in stock.

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

3. Raw material, semi-finished goods and products in stock made of steel, iron and metal.

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

As far as there are no prices quoted for them in the price lists, the valuation is to be effected on the basis of their purchase (cost of production) price or if the replacement purchase price (market price) was lower on 30 September 1940, the latter is to be charged.

5. Older stocks.

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

Older stocks which were already reduced per 30 September 1939 are to be listed showing last year's values, even if at the present time their value is still below the realizable not selling price (see cipher 1). However, "drugs on the market" are to be treated as per cipher 2.

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


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

7. Goods already received but not yet invoiced.

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

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

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

9. Stocktaking II.

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

10. Details for fire insurance.

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

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

In stock on 30 September 1939

- Stocktaking I
  - BV 204,600, - new value
  - Additions
    - 33,000,-
  - Scrap
    - BV 343,000, - new value
    - 17,000,-

In stock on 30 September 1940

- BV 226,000, - new value.

If it is necessary to insure objects no longer listed on Stocktaking II, their insurance-values are to be shown in an annex attached to the inventory.

Objects not requiring any insurance are to be marked accordingly in Stocktaking II.

With regard to insurance of models, drawings, business books of all kinds, index cards and the like, reference is made to the directives given in circular letter HV No. 14341 (main administration) of 15 August 1940 - page 2, cipher 2).

D. General matters.

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

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

Fried. Krupp
Aktiengesellschaft
The Directorate

signed: SCHADEL
signed: LOSSER
of the contract between the Head of the
Civilians Administrative (DA) - Mau - G
on one hand and Krup - Mau - G on the
other hand.

MOTOR POOL.

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

<table>
<thead>
<tr>
<th>Model</th>
<th>Type</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dorwald</td>
<td>IV T</td>
<td>8253</td>
<td>RM 2,015,—</td>
</tr>
<tr>
<td>Sauer</td>
<td></td>
<td>8513</td>
<td>RM 5,270,—</td>
</tr>
<tr>
<td>Saurer</td>
<td></td>
<td>8512</td>
<td>RM 5,230,—</td>
</tr>
<tr>
<td>Renault</td>
<td></td>
<td>8613</td>
<td>RM 9,900,—</td>
</tr>
<tr>
<td>Berliet</td>
<td></td>
<td>8378</td>
<td>RM 11,935,—</td>
</tr>
<tr>
<td>Diesel</td>
<td></td>
<td>8611</td>
<td>RM 4,680,—</td>
</tr>
<tr>
<td>Lyberty</td>
<td></td>
<td>1149</td>
<td>RM 2,360,—</td>
</tr>
<tr>
<td>Peugeot</td>
<td></td>
<td>1105</td>
<td>RM 23,341,—</td>
</tr>
<tr>
<td>Bockman</td>
<td></td>
<td>1184</td>
<td>RM 2,860,—</td>
</tr>
<tr>
<td>Peugeot</td>
<td></td>
<td>1866</td>
<td>RM 3,060,—</td>
</tr>
<tr>
<td>Citroen</td>
<td></td>
<td>8865</td>
<td>RM 1,770,—</td>
</tr>
<tr>
<td>Peugeot</td>
<td></td>
<td>1425</td>
<td>RM 4,600,—</td>
</tr>
<tr>
<td>Trailer</td>
<td></td>
<td>2151</td>
<td>RM 1,750,—</td>
</tr>
<tr>
<td>Peugeot</td>
<td></td>
<td>248</td>
<td>RM 2,575,—</td>
</tr>
</tbody>
</table>

2) Horses:

9

RM 9,400,—

3) Horse-drawn vehicles:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 box-vans, 2 horse team @ 6 times 500</td>
<td></td>
<td>RM 3,000,—</td>
</tr>
<tr>
<td>5 &quot; &quot; 1 horse team @ 5 times 300</td>
<td></td>
<td>RM 1,500,—</td>
</tr>
<tr>
<td>4 flat topped carts, 2 horse team @ 4 times 100</td>
<td></td>
<td>RM 1,500,—</td>
</tr>
<tr>
<td>5 flat topped carts, 1 horse team @ 5 times 300</td>
<td></td>
<td>RM 1,500,—</td>
</tr>
<tr>
<td>1 big iron boiler transport cart</td>
<td></td>
<td>RM 9,100,—</td>
</tr>
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</table>

4) Electric carts:

<table>
<thead>
<tr>
<th>Model</th>
<th>1000 kilogram loading capacity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casillet</td>
<td>&quot;</td>
<td>RM 500,—</td>
</tr>
<tr>
<td>&quot;</td>
<td>&quot;</td>
<td>RM 500,—</td>
</tr>
<tr>
<td>&quot;</td>
<td>&quot;</td>
<td>RM 300,—</td>
</tr>
<tr>
<td>&quot;</td>
<td>&quot;</td>
<td>RM 500,—</td>
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<td>&quot;</td>
<td>&quot;</td>
<td>RM 500,—</td>
</tr>
<tr>
<td>&quot;</td>
<td>&quot;</td>
<td>RM 600,—</td>
</tr>
<tr>
<td>&quot;</td>
<td>Lift</td>
<td>RM 400,—</td>
</tr>
<tr>
<td>&quot;</td>
<td>&quot;</td>
<td>RM 1,500,—</td>
</tr>
</tbody>
</table>

Amount carried forward: RM 106,446,—
<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Domic</strong></td>
<td>1000 kg loading capacity</td>
<td>RM 500,-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot; Tractor&quot;</td>
<td>20 tons &quot;</td>
<td>&quot; 800,-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>20 tons &quot;</td>
<td>&quot; 800,-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot; &quot;</td>
<td>20 tons &quot;</td>
<td>&quot; 1,000,-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Satme &quot;</td>
<td>20 tons &quot;</td>
<td>&quot; 800,-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fenwick &quot;</td>
<td>2000 kg &quot;</td>
<td>&quot; 2,000,-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automatic&quot;</td>
<td>20 tons &quot;</td>
<td>&quot; 800,-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot; 1000 kg</td>
<td>&quot; 500,-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot; 2000 kg</td>
<td>&quot; 500,-</td>
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<td>&quot; 2000 kg</td>
<td>&quot; 500,-</td>
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</tr>
<tr>
<td>&quot; 1000 kg</td>
<td>&quot; 200,-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**in addition cylindrical batteries valued at**

| **Eselingen** | 2000 kg loading capacity | RM 3.570,- |
| "            | 2000 kg                  | RM 3.570,- |
| "            | 2000 kg                  | RM 3.570,- |
| "            | 2000 kg                  | RM 3.570,- | **RM 14,260,-** |
Power of Attorney.

I hereby authorize

Director Karl BEHRAEDT of Essen,
deputy member of the Directorate of the firm Friedr. Krupp,

to conclude and sign on behalf of the firm Friedr. Krupp in
Essen, the contract which was negotiated between the Head of the
Civil Administration (Chef der zivilverwaltung) in Alsace,
Strasbourg, and the Elmag, Elsässische Maschinenbau A.G. in
Kuchlhausen on the one hand, and the firm of Friedr. Krupp of
Essen and the Alsace plants of the Elmag, Maschinenbaugesellschaft
m.b.H. of Kuchlhausen on the other hand, concerning the management
and the handing over of the Kuchlhausen, Maschinenfabrik and Jungsholz
plants of the Elmag, Elsässische Maschinenbau A.G., Kuchlhausen,
to the two last-mentioned firms. This contract will be legally
binding for the firm Friedr. Krupp, Essen.

signed: Friedr. Krupp

CERTIFICATE OF TRANSLATION

October 26, 1947

Jr. Annette Jacobsohn, 20146, Hannah Schlesinger, 20081, hereby
certify that we are duly appointed translators for the English
and German languages and that the above is a true and correct
translation of the document No. MIX-7199.

Annette Jacobsohn,
20146

Hannah Schlesinger,
20081
Handwritten: I Z 961/46

Order of 3 June 1947,
in the action of the Société Anonyme de Constructions Mécaniques, Société Anonyme at Mulhouse, represented by its director, Mr. DOLLFUS,
plaintiff,
having, as counsel, Maître Albert OBRINGER of the Court of Mulhouse,
versus
the Administration of Taxes, of Properties and Charges, represented by their departmental Director at Colmar,
in his capacity as sequestration-administrator of the German companies:
1) Fried. Krupp, located at Essen
2) Elsasische Maschinenbaugesellschaft (Elmag G.m.b.H.) located at Kuehlsau, these two companies being taken jointly, defendants, represented by Maître Aimé DUSSOURD, counsel at the Court of Kuehlsau.

Mr. STEINMETZ, Judge-Delegate to the Civil Court of Kuehlsau, acting for the President, (ff = faits fonctions), assisted by Mr. ROESCH, Clerk of the Court, have heard the depositions and final pleas of both parties at our session of 29 March 1947.

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

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

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

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

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

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

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

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

In view of the fact that in truth according to the terms of the agreement drawn up on 5 July 1944, replacing the former contract of 31 March 1943, the German Sequestrator, in the person of the C.d.Z (Chief of Civil Administration), let to Krupp and their branch establishment "Elmag" G.m.b.H. the factories, machinery and installations of the plaintiff, that a yearly rent was agreed on and an understanding reached on the terms of recovery at the expiration of the contract and that a number of conditions had been inserted into the agreement such as is customary with leases, with a view to
safeguarding the owner's interests;

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

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

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

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

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

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

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

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

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

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

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

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

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

For these reasons we give the following provisional order:

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

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

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

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

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

- 6 -
All other claims of the plaintiff are dismissed:
For exports we appoint:

a) Mr. BAHEDETTE, export, 43, Avenue Harceau, Paris;

b) Mr. Henri KUNZER, expert accountant, Luehlhausen, and
their commission to be:

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

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

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

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

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

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

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

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

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

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

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

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

We ordain the provisional execution of the present order notwithstanding an appeal.

Signed: ROESCH

Signed: STEINMETZ

Certified Copy

Clerk of the Civil Court

Rubber stamp: Signature:

Civil Court
Department Haut-Rhin.

CERTIFICATE OF TRANSLATION

17 November 1947

I, M.E. MASON, No. 6176, hereby certify that I am a duly appointed translator for the French and English languages and that the above is a true and correct translation of the document No. NIK-11632.

M.E. MASON,
- 8 -
No. 6176
MINUTES to Herr Fendel of a conference between Herr GÜNTHER, from the Grooditz Works of the Firma Mitteldeutsche Stahlwerke AG, and the Delegate of the Main Committee Weapons.

1) Manpower for 14

The lists of the Alsation workers and Italian Military Internees who are to be released by the Elmag S.t.d., for transfer or labor service are handed to Herr SCHWARZ. The list of the Military Internees comprises more than 150 persons. Herr GÜNTHER, with Herr SCHWARZ, will reduce the number to between 150 and 160. Herr SCHWARZ will submit the list with the necessary explanations to the Mullhausen Employment Office, and, together with the personnel office, will determine how the transfer is to be made. Should difficulties arise, Herr GÜNTHER will himself take the necessary steps in Strassburg, to secure the expeditiousness of the manpower transfers, as far as the Elmag is concerned the people will be available from 1 October 1944.

2) Machinery.

Only 95 of the requested 102 machines have been provided; most of them have been dispatched in the meantime. The following are missing: 1 grinding machine, 2 lathes, 4 milling machines. The grinding machine is used in the Motor Vehicle Production program. Besides the 7 machines mentioned above the Mitteldeutsche Stahlwerke demanded an additional 16 machines. The request for these machines went to the Elmag on 26 September 1944. According to the Elmag half of the subsequently requested 18 machines are not intended directly for production, but are to be used for maintenance work and toolmaking, or for the construction of equipment. For the present the Elmag is not in a position to decide which of the 7 machines mentioned above and which of the 18 machines requested subsequently can still be provided. The Elmag has a definite order from the Armament Commission, and the Chief of Civilian administration (Chief of Zivilverwaltung) respectively to fully employ the greater part of the plant which is remaining in Mullhausen. The tractor parts, hitherto produced by the machine shops of the Krewa (Motor Vehicle Construction Department), must be turned over to the machine shops remaining in Mullhausen, which belong entirely to the Elmag AG. The Tractor Program has been placed in the same priority class (Class I) as the Elmag Program (Anti-aircraft Program). The Chief of Civilian administration (CdZ) demands that under all circumstances unemployment be avoided. Some time is still required to examine the plant machinery. We cannot think of that we could disturb the scheduled total production the release of a few machines. This question can be clarified by 15 October 1944 at the latest. The Elmag is still unable to come to a definite decision with regard to the possibility of releasing material for electrical installations, more than it can decide in the matter of releasing the 26 machines that are still requested.
(page 1 of original, cont'd)

3) Transfer of Equipment 43

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

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

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

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

2) Determination of the costs of the transfer.

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

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

Almag, 23 September 1944

2/Sec.

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

[signature] OKLAHOMA

[signature] Dr. SCHLAUCHER

(signature) 2/Sec.  

Briminal E. H. 3/89

Briminal E. H. 3/89

Briminal E. H. 3/89

Briminal E. H. 3/89
Certified true copy of the original, consisting of two sheets.

Société Aléassienne de Constructions Mécaniques

Le Secrétaire Général du Siège Social

(signature)

Incorporated into our records No. 476/47

Mulhouse, 21 March 1947

Secretary of Police O.F.J.

(Stamp) Police Headquarters

(signature)
The Commander.

---

CERTIFICATE OF TRANSLATION
---

24 September 1947

I, Gorta Kakhova, Civ. No. 20 131, 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-6270.

Gorta Kakhova
Civ. No. 20 131.
Subject: Part transfer of the gun production department.

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

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

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

<table>
<thead>
<tr>
<th>Status</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Married</td>
<td>RM 2.63</td>
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<tr>
<td>Single</td>
<td>RM 3.35</td>
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</tbody>
</table>

In the case of conscription service the employee will receive a payment of RM 3.20 for each calendar day as separation allowance (Abschiedsgeld), without regard to his position.

Regarding the meals it must be mentioned that these will be in accordance with the local wage scale, which is set below the scale applied here.

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

The laundry will be done by local women.

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

Home Leave:
Travel to visit the family and home leave will be governed by the local provisions, i.e., the employees will have the right to make a trip home every six months. for which the fare and also part of the salary and the transfer allowance will be paid.
In general:

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

It is a beautiful district with agricultural surroundings.

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

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

[Signature]

Director

Management:

[Signature] Dr. SCHMIDT

[Signature] HUF

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

[Signature]

Secretary General du Siege Social

Incorporated into our records No. 476/47
Mulhouse, 21 March 1947
Secretary of Police C.J.

[Stamp]:

Police Headquarters

[Signature]

The Commander.

CERTIFICATE OF TRANSLATION

24 September 1947

I, Gerta KARNOVA, Civ.No. 20 151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document No. MK-6272.

Gerta KARNOVA

Civ.No. 20 151.
(handwritten note): 

Committee: M. 14: Dr. Weisser? pendent de Groeditz

File Note

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

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

Labor.

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

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

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

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

Plant equipment.

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

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

Delivery address: Mitteldeutsche Stahlwerke G.m.b.H.
Groeditz via Hinsch - Machine Construction Department.

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

Administrative questions.

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

Finishing up.

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

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

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

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

Muelhausen, Alsace, 24 September 1944.

2/K

(signature): Hupe
Dr. Schumacher.

Copies to:
Groeditz (4)
Armament Inspectorate (3)
Elmag: Herr Hupe
  " Collignon
  " Bisgi
  " Korolek
  " Ferdriozot
  " Zimmermann

Certified photostatic copy comprising two pages.

Société Alsacienne de Construction Mécaniques

The secretary general
(signature illegible)

Supplement to our legal protocol.
No. 476/47

Muelhausen, 21 March 1947

Le Secrétaire de Police O.P.J.
(signature)
29 October 1947

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

John FOSBERRY,
No. 20 179.
Société Alsacienne de Constructions Mécaniques - Mulhouse - (Haut-Rhin)
(Alsation Construction and Machinery Company, Mulhouse (Upper-Rhin))

Claim for Restitution of Plundered Property Located in the Russian Zone

Attachment to our Official Report No. 975/47
Mulhouse, 21 March 1947

The Police Secretary, C.-P.J.

(Signature) illegible

(page 2 of original)

Société Alsacienne de Constructions Mécaniques Mulhouse

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

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

II. A compilation of particulars
   - written in French -

For the attention of the Director of Industrial Coordinaton
Department for German and Austrian Affairs
39, Rue de Grenelle
Paris, VII

- 1 -
Société Alsace-Lorraine de Constructions Mécaniques - Mulhouse

Extracts

(3rd paragraph)

Claim for Restitution of Plundered Property located in the Russian Zone

A statement listing by number the property which is being reclaimed (6 copies) - written in French -

For the attention of

the Director of

the Office for Private Property and Interests

156, rue du Temple

Paris (XVIIe).
2. Locality where the property actually finds its li.
Address and address of the present holder (firm, private establishment, public utility, etc.)
- K.i.3.ί ah utche Othenenr a 6.
- G.eelowz nare is (6-60)
- L.l l i.8 in n u.d. 6 i.m d.a f. l. m. 6 in n. g. i. n. d. 3. r. l. (i.k. p. n.)
- l. w.jpg un (hr. t. n. n. 3. f. n. 1. and r. l. m. s. p. s. 3.
- Joint stock company) North Works
- l. r. n. (h. r. m. n. 3.)

3. Particulars relative to the move to Germany
   a) date: September 20 and October 1943
   b) by whom: DAS G. (Krupp Essen), since 1 May 1943
   c) type of transaction (compulsory sale, requisition, etc.) Transfer by order of occupying authority
   d) means of transport (railway and road transportation)

4. Address to which the property should be returned in the country which presents the claim:
   Société Allemande de Constructions Mécaniques
   (Krupp Essen) France

John Postberry, No. 20179 certifies that I am thoroughly conversant with the English and French languages, and that
these are in a true and correct translation of the original document No. 63207.

John Postberry, No. 20179.

= 3 =

\[ \text{Signatures} \]
Recapitulation of Bills of Lading
covering transport to Germany- ports of arrival of machines removed
from Mulhouse Factory (Upper Rhine) of the Société Alsacienne de
Constructions Mécaniques (Alsation Mechanical Constructions Company)

<table>
<thead>
<tr>
<th>Bill of Lading</th>
<th>Dates of Taking-over</th>
<th>Railway Station at</th>
<th>Description of Goods</th>
<th>Goods</th>
<th>Gross weight in Kilograms</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.9.1944</td>
<td>18.9.1944</td>
<td>Mulhouse Tonne</td>
<td>Open; No. 845262</td>
<td>Used</td>
<td>13,000</td>
</tr>
<tr>
<td>18.9.1944</td>
<td>18.9.1944</td>
<td>Mulhouse Tonne</td>
<td>Open; No. 30681</td>
<td>Used</td>
<td>13,000</td>
</tr>
<tr>
<td>18.9.1944</td>
<td>18.9.1944</td>
<td>Mulhouse Tonne</td>
<td>Open; with partition, No. 7471198</td>
<td>Used</td>
<td>13,950</td>
</tr>
<tr>
<td>15.9.1944</td>
<td>15.9.1944</td>
<td>Koenigsburg</td>
<td>Open; with partition, F. 11644</td>
<td>Used</td>
<td>16,800</td>
</tr>
<tr>
<td>15.9.1944</td>
<td>15.9.1944</td>
<td>Koenigsburg</td>
<td>Open; with partition, F. 32601</td>
<td>Used</td>
<td>15,700</td>
</tr>
<tr>
<td>19.9.1944</td>
<td>19.9.1944</td>
<td>Mulhouse Tonne</td>
<td>Open; with partition, N. 298738</td>
<td>Used</td>
<td>16,200</td>
</tr>
</tbody>
</table>

Route:
Mitteldeutsche Strasburg, Stecklace, Frankfort, Groeditz, via Nice, Gertringen, Falkenberg.
<table>
<thead>
<tr>
<th>Bill of Lading</th>
<th>Date of Taking Over</th>
<th>Freight Station</th>
<th>Description of Goods</th>
<th>Goods</th>
<th>Consigned to</th>
<th>Route</th>
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</thead>
<tbody>
<tr>
<td>26.9.1944</td>
<td>20.9.1944</td>
<td>Mühlhausen</td>
<td>Open; with high partitions used machine N. 15671 Regensburg, 15 tons</td>
<td>13,000</td>
<td>Mitteldeutsche Stahlwerke, Groditz, at Groditz, via Riesa</td>
<td>via Strasbourg, Frankfurt, Grieswörth, Falkenberg</td>
</tr>
<tr>
<td>26.9.1944</td>
<td>20.9.1944</td>
<td></td>
<td>Open; with high partitions</td>
<td>11,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.9.1944</td>
<td>21.9.1944</td>
<td></td>
<td>Open; with partition N. 83894, Vienna, 15 tons</td>
<td>14,000</td>
<td></td>
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<tr>
<td>21.9.1944</td>
<td>21.9.1944</td>
<td></td>
<td>Open No. 69312 Halle, 15 tons</td>
<td>13,000</td>
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<tr>
<td>21.9.1944</td>
<td>21.9.1944</td>
<td></td>
<td>Open, with partition, used machine N. 15506 S 105 (3) 20 tons tools and implements</td>
<td>17,000</td>
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<tr>
<td>21.9.1944</td>
<td>21.9.1944</td>
<td></td>
<td>Open, with high partition N. 70076, Frankfurt 15 tons</td>
<td>16,500</td>
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<tr>
<td>21.9.1944</td>
<td>21.9.1944</td>
<td></td>
<td>Open, No. 21921 Halle, 15 tons</td>
<td>7,000</td>
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<tr>
<td>22.9.1944</td>
<td>22.9.1944</td>
<td></td>
<td>Open, with partition, No. 128288 North, 20 tons</td>
<td>11,000</td>
<td></td>
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<tr>
<td>Date of Taking-over</td>
<td>Railway Station</td>
<td>Description of Goods</td>
<td>Contents</td>
<td>Gross Weight</td>
<td>Consignee</td>
<td>Route</td>
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<tr>
<td>22.9.1944 - 22.9.1944</td>
<td>Mulhouse</td>
<td>Open, with partition</td>
<td>Used machine tools No. 401, Braslau, and implements</td>
<td>20 tons</td>
<td></td>
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<tr>
<td>26.9.1944 - 27.9.1944</td>
<td>do.</td>
<td>Open, No. 251522</td>
<td>FFP (5) 15 tons</td>
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</tr>
<tr>
<td>26.9.1944 - 27.9.1944</td>
<td>Bellville</td>
<td>Closed, No. 77169</td>
<td>Pol. 20 tons</td>
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<tr>
<td>28.9.1944 - 29.9.1944</td>
<td>Mulhouse</td>
<td>Open, with partition</td>
<td>Used machine tools No. 72813, Braslau, 20 tons</td>
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<tr>
<td>29.9.1944 - 1.10.1944</td>
<td>do.</td>
<td>Open, with partition, Used machine tools No. 183406 SNGP (3)</td>
<td>20 tons</td>
<td></td>
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<tr>
<td>29.9.1944 - 1.10.1944</td>
<td>do.</td>
<td>Open, with partition, Used machine tools No. 102662 Italia, and implements</td>
<td>18 tons</td>
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<tr>
<td>30.9.1944 - 1.10.1944</td>
<td>Mulhouse</td>
<td>Open, with partition, Used machine tools No. 42008, Braslau, and implements</td>
<td>20 tons</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bill of Lading</td>
<td>Date of Landing</td>
<td>Railway Station</td>
<td>Description of Tender</td>
<td>Contents</td>
<td>Gross Weight in Kilograms</td>
<td>Consignee</td>
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<tr>
<td>30.9.1944</td>
<td>30.9.1944</td>
<td>Belval</td>
<td>Open No. 232277</td>
<td>Used machinery - tools &amp; implements</td>
<td>10.14 C</td>
<td>Mitteldeutsche Eisenbahn</td>
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<td>3.10.1944</td>
<td>3.10.1944</td>
<td>de.</td>
<td>Open No. 224277</td>
<td>d.</td>
<td>10.14 C</td>
<td>de.</td>
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<tr>
<td>15.2.1944</td>
<td>16.2.1944</td>
<td>Mulhouse</td>
<td>Open, with partition</td>
<td>Iron machinery</td>
<td>10.746</td>
<td>Maschinenbau &amp;</td>
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<td></td>
<td></td>
<td></td>
<td>No. 45514</td>
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</table>

Certified as true and correct
Mulhouse, 13 March 1947
(Signed)
Attached to our official record No. 4/7/47
Mulhouse, 21 March 1947
Police Secretary C.P.J.
(signature) illegible
TRANSLATION OF DOCUMENT respectful 6271 CONTINUES

CHARTER OF TRANSLATION

28th September 1977

I, Surti KENNOVA No. 0061, hereby certify that I am thoroughly conversant with the French and English languages and that the above is a true and correct translation of the document No. 6271.

Surti KENNOVA
No. 0061
A) 89 machines removed for Grouditz  
8 "  " Lünenberg  
1 "  " Nordhausen  
11 "  " Amnichenhütte  
589,945,— Reichsmark  
plus 25% for cost of transportation, cost of erection and electrical installation, etc. for the above mentioned machines  
147,486,—  
various types of material removed for Grouditz  
8 "  " Amnichenhütte  
6 "  " Kulmbach  
8,465,—  
7,500,—  
17,576,—  
B) Tools of various kinds  
46,907,—  
C) Furniture and technical archives  
22,987,—  
Commercial records (office handling sickness insurance)  
542,646,—  
(Disbursar's office)  
for information  
542,646,—  
Total amount of claim  
442,646,— Reichsmark  
II Dollfat  
Ludwig  
Jacquemin (S)  
Knuffmann  
Maintenance Service, 10 April 1945  
(signature) illegible  
15 October 1947  
I, Gerta Rannova, No. 20161 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 original document WIK-1080.

Gerta RANNova, No. 20161

- 1 -
" END "

CERTIFICATE OF TRANSLATION

15 October 1947

I, Gerta Rannova, No. 20161 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 original document WIK-1080.

Gerta RANNova, No. 20161
I, Kurt BIEGI, have been cautioned that I render myself liable to punishment by making a false affidavit. I declare the following on oath, voluntarily and without coercion:

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

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

(signature): Kurt Biegi

Sworn to and signed before me this 29th day of August 1947 at Nuremberg by Kurt BIEGI, Dante; Hauptstrasse 11, known to me to be the person making the above affidavit.

(signature): Leo. Brower

Office of Chief of Counsel for War Crimes

CERTIFICATE OF TRANSLATION.

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

Nuremberg, 5 November 1947

J. WEINMANN

ATU 35270
Dear Messrs. Hupo and Collignon,

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

Certain points must be modified in the attached memorandum of 26 October and the organization plan for the various production sections. The organization plan is not consistent with the arrangements made with Herr Hupo, and it fails to take consideration of the interests of the Krauss works in crucial points. Please bear in mind that the Krauss works production program was discussed with the competent agencies in Strasbourg together with Herr Hupo. It is inconceivable that the works could be speedily operated, according to the order of the Gauloiort and the Minister President, if Krauss is treated as a "French or Italian" subcontracting workshop. It would also be in the interest of the other plans of the Krupp firm to have the Works operated independently as far as possible. A severing of connection will be all the easier.

Accordingly, on my visit to Strasbourg on Monday, 30 October, I arranged that, for the purpose of keeping the crews employed which are staying here (also see my file note sent with the courier several days ago), in addition to the individual production and final assembly of a certain number of tractors, we would receive an independent order, probably for generators, and a fairly large order for hand granoidea from the High Command of the Army. With these two additional production orders the Krauss works is employed to full capacity with 4,000 workmen on the payroll. In addition, there are an estimated 400 to 450 salaried personnel. The order for generators has the advantage, for one thing, that it can be filled with the existing plant equipment, as has been ascertained; but, above all, that it will
make use of labor forces which ordinarily are difficult to employ and which can never be relocated (men who must remain in a given locality, women and women on part-time work).

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

Blind

Munich

(Markwritten marginal note:)

Weight 2.5 kg
Group price I
1.50 RM
Group price II
1.85 RM

which Director Tobins verified for me; it is considerably more favorable than in the case of SD 1. If the order for the 8 cm comes in early enough, we could dispense with SD 1.

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

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

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

As fundamental points of departure in making an evaluation, the political and military situation is to be considered. It is a known fact that is regarded with more confidence near the Front than far from the firing lines. We can see this time
and again whenever we receive visitors, who become very much astonished to find that Maag has such a peaceful look and that the Works is operating at full capacity. On the occasion of the mentioned visit of Herr Bauer an opportunity will be given to bring up the question of whether the Baunax may be operated to full capacity, or whether it is to be treated like France or Italy.

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

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

You yourselves have written, in a certain report, that 140 vehicles must be delivered, and that you wish to manufacture 100 of them in the Reich. The remaining 40 are thus subject to further decision. Supplementary to the plan of 28 October, it would be entirely logical to make a complete assembly here of the 40 new vehicles. The extra 30 sets, on an average, could be delivered to Kuehne unless you dispose of them from this point as replacement parts or unless it were decided to use them for the 20 tractors which are to be repaired here. In this connection I come to another point which was overlooked in your plan. - The repair of the tractors.

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

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

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

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

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

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

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

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

1 crank shaft grinding machine for connecting rod and main bearings
1 circular grinding machine for crankpins and crankshaft bearings
2 hydraulic brakes
1 cylinder press on boring machine - 1 honing machine
Spares parts for motor vehicles.

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

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

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

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

Labor supply.

At the conference with the Inspectorate and the Chief of Civil Administration (OSt) I obtained an assurance from the Armament Commission that we would make the complete assembly of the last fourteen 10.5 ordnances, too. A relocation for the assembly of this piece is no longer to be considered. By 10 December we shall be finished with the ordnances themselves. After that there will only be some supplementary orders to fill; the need for these orders is still being discussed with the Procurement Office in Berlin.

The same thing applies to the L3 ordnance. In the case of this, too, there is to be no relocation. The order is being completely executed in Thalheim.

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

Most sincerely, and

Hitler
Your
(signature:) Dr. W. Schumacher

CERTIFICATE OF TRANSLATION

16 December 1947

I, George Goodman, No. 31789, 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. HIK-12634.

George GOODMAN, No. 31789.
AFFIDAVIT

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

Based on the studies of the balance sheets of the Suedwerke GmbH, Bamberg,

I take that the Suedwerke GmbH have to begin with put aside a sum of RM 1,163,106.21 for overdue Alsation obligations. This amount consists of obligations of various kinds, especially wages and salaries for the Alsation employees rents and sums they owe to little businessmen in Alsace. The overdue salaries and wages represent by far the greatest part of the items of the balance sheet. In Bamberg can not determine the exact amount for the wages and salaries, because the respective files were left behind in Eulhouse. The figure is also only preliminary, it might rise or drop.

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

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

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were deposited. The Deutsche Bank in Lelwisch paid this kind of cheque on the debit of our account at the Deutsche Bank in Freiburg; if large sums were requested they firstly consulted the Deutsche Bank in Freiburg.

According to my knowledge the Elag GmbH did not make out such a cheque which would have covered the overdue wages and salaries for the Estonian employees for the time of 1 November to 20 November.

If Herr JACQUELIN declares now that he had discussed with me the matter regarding the salaries and wages of the Estonian employees shortly before my departure from Lelwisch, this statement might be correct. At any case I can remember the conversation I had with Herr JACQUELIN, although I can not recall any details. Herr JACQUELIN and I, as procurists of the Elag GmbH would have been entitled from the legal point of view to make out for the Elag GmbH such a cheque for the wages and salaries. Since the events precipitated I did not offer to make out such a cheque and I did not propose to sign such a cheque for the Elag GmbH.

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

(signature): ______ J.E. Borchers ______
(signature of the deponent)

Sworn to and signed before me this 17th day of September 1947 at Naurnberg by Kurt ELABEI, known to me to be the person making the above affidavit.

(signature): ______ J.E. Borchers ______
U.S. Citizen, No. 19456775
Office of Chief of Counsel for War Crimes
U.S. Department

CERTIFICATE OF TRANSLATION: ______
I, J. Weinmann, No. 35270, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. HHK-11744.

Naurnberg, 5 November 1947 ______ J. ELABEI ______
WTO 35270
CERTIFICATE OF TRANSLATION

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

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

22 August 1947

END
TRANSLATION OF DOCUMENT NO. MIK-10583
OFFICE OF THE CHIEF OF COUNSEL FOR
WAR CRIMES

After having duly been sworn in, I, the undersigned Albert SCHRUOFFENEGGER declare that I will say the truth, all the truth, nothing but the truth, make this declaration under oath freely and of my own will and state the following:

I, the undersigned, Albert SCHRUOFFENEGGER, born on the 24th of March 1906 at Wattwiller (Haut-Rhin) engineer at the plant of the firm Societe Alsacienne de Constructions Mecaniques (Alsation Company for Mechanical Construction - abbreviation SACK) at Mulhouse since 1930, living at Mulhouse, 10 rue du Moulin, state:

Having fought in the French Army as an artillery lieutenant at the beginning of the war, I was made prisoner at Belfort on June 18th 1940. Because I am an Alsation, I was released from captivity in December 1940. I resumed my position at the SACK at the beginning of 1941.

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

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

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

Mulhouse, 13 August 1947
Signed: Albert Schruoffeneger

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

Signed: Leo Broudes
U.S. Civilian ACO: A 165775

Office of Chief of Counsel for War Crimes

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APPELLATION

I, SCHROEDER, Fritz, born on 10 May 1900, having been cautioned that I render myself liable to punishment by making false statements, hereby declare on oath, voluntarily and without having been subjected to any duress,

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

Male and female Eastern workers and Russian prisoners of war, about 300 - 400 people. In addition there were about 100 Italian prisoners of war with the Elmg. The rest of the workers consisted of about 1600 German citizens and about 4000 Alsatians. Of inmates of concentration camps, to my knowledge, only an advance squad arrived at the Elmg whose duty it was to prepare the camp for the reception of further prisoners. The camp was to provide shelter for 2000 people and before this time is supposed to have served as a camp for prisoners of war. The advance squad came from Metzweiler in the Alsace. To my knowledge this advance squad worked for 4 weeks at the most and then disappeared again. I do not know what happened to these people later on. At this time KRODNER was appointed chief camp leader under Dr. HUBER. An officer of the SS, presumably from Metzweiler, came at one time to my office and there gave the conditions for the equipment of the kitchen and the sick-bay. I did not know in which way the allocation of the prisoners was affected. Presumably this was arranged with the Main Committee for Motor Vehicles by way of the technical management of the plant, Mr. Wilhelm BALZ and Dr. SCHULZERN. I do not know anything about the treatment of the concentration camp prisoners and of the food they received. The camp was a shed construction, fenced in by barbed wire and situated within the grounds of the plant. As far as I know the SS provided about 8 or 9 guards.

As a result of war incidents, the production at Muelhausen was transferred to Upper Franconia. At that time the male and female Eastern workers were taken by the German army leader SCHARFFER by rail in special freight cars to Nuremberg and from there to Kulmbach. About 40 remained in Nuremberg. The Russian prisoners of war from Stele Offenbourg were taken away from the plant under military guard. Offenbourg/Beden was supposed to be their destination. They were housed in those prisoners of war further in unknown to me. According to my knowledge, all the Italian prisoners of war were set free. They probably knew that we were going to Nuremberg.

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

(signed here) Fritz SCHROEDER

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

by Fritz SCHROEDER, Kulmbach, Sigel 57

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

Civilian (signature) Henry HUYKMA 200S

EFO Number

Office of Chief of Counsel for War Crimes

U.S. War Department
I, ANNETTE J. C. SCHWEN, No. 20146, 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. WIX-6912.

ANNETTE J. C. SCHWEN
No. 20146

1 August 1947
I, Konrad CREMER, Kulmbach, Faigelenstr. 15, after having been cautioned that a false statement will render me liable to punishment, hereby depose as follows voluntarily and without compulsion:

I was employed from 1 May 1943 at Kulmbach, in the factory of the Krupp, which had been taken over by Krupp. By type of work, which brought me into contact with many departments of work in the Elmag, gives me the opportunity to make a detailed statement on the labor conditions at Krupp at Kulmbach.

The firm of Krupp sent Eastern workers from Essen to Kulmbach. These workers were transported to Kulmbach by Krawn (Motor Vehicle Construction), Essen. The transport was directed by a certain Karl SCHLEFFER, who was a member of the SS and at the same time a foreman of the firm of Krupp. A certain man, MIEZ, was also concerned with the transport. The number of workers brought from Essen to Kulmbach by the Krupp employee and SS-man SCHLEFFER was about 60-70. Among these Eastern workers were also women, some of whom were only 16 years old when they arrived at Kulmbach. I remember a young girl called Schuhr, who was employed by Krupp’s Elmag as a store-room maid, under the foreman DUESCH.

The above-mentioned transport, which was led by the

SS-man and foreman of Krupp, SCHLEFFER, was also supervised by other workers and employees of the firm of Krupp, so that I can say that the firm of Krupp was responsible for this transport.

The Eastern workers were housed in a camp in the vicinity of Kulmbach, which was called by us camp Hesselbrucke. The Eastern workers were woken up at 5 o’clock in the morning by the aforesaid MIEZ and others. After one hour, i.e. at 6 o’clock, they had to be ready for work. Working time was from 6 o’clock in the morning to 6 o’clock in the evening, with an interruption of altogether one hour per day, so that the actual working time was 11 hours per day. On Saturdays, too, they worked the whole day and mostly also on Sundays. The Eastern workers did not get the same food as the German workers. Their meals were prepared at the camp and brought to them from the camp. The SS-man and Krupp employee SCHLEFFER was in charge of the supervision of the camp. Dr. HUBER and Dr. SCHULZENHEIM had the general responsibility for the food. The food for the Eastern workers was below the minimum for existence, and they constantly complained of being hungry.

Some German workers and also some Italians gave them occasionally something to eat because they always were begging for food. This help from the Italians and some German workers, improved the food situation at Kulmbach a little for these Eastern workers, it was better than it had been at Essen. It must be said, however, that it was strictly forbidden to give these Eastern workers something to eat, and each person caught in doing so had to expect
severe punishment.

Before Krupp came to Mulhouse, Poles were already there. I believe they were prisoners of war who, compared to the Eastern workers of Krupp from Essen, looked much better, were better fed and clothed and had also better billets. The Poles had the same working hours as the Eastern workers. I cannot give exact details of their work as they were working in single units guarded by German soldiers. Formerly those Poles had been working for Elmag A.G. and later, after Krupp came to Mulhouse, they also worked for Krupp's Elmag G.m.b.H.

After the victory of the English in Africa, Italian prisoners of war, too, came to the Krupp workshops at Mulhouse; they were called "Badoglio troops" and it was said that they were Italians who after the defeat in Africa had laid down their arms. Their status was that of prisoners of war and they were marked "M.I." on their uniforms, meaning "Military Internees". Those Italian prisoners came from Africa, not from the Eastern front. Their number at Mulhouse was about 150. I know some of those Italians personally as I took them to work. One was called Caretta, another Franzolini, a third Salvador. I do not know whether these were their Christian names or their surnames, in any case I and also their Italian comrades used to call them by those names.

These Italian prisoners took part in every kind of work at Krupp's Elmag at Mulhouse, transports etc. They were fed by a German kitchen which was under German military command. They, too, constantly complained of the insufficient food and came begging to the kitchen.

of the German workers to get the remainders as they were starving. The Germans and Italians were strictly forbidden to give these prisoners of war anything to eat.

In the camp they were guarded by German soldiers, and during their work in the Krupp plants of the Elmag German soldiers patrolled the factories, who were responsible for guarding these soldiers.

Some time before Krupp had to leave Mulhouse in face of the approaching Allied troops, concentration camp detainees too, arrived at Mulhouse for the Krupp plants. These concentration camp detainees, numbering about 45 - 60, were all men. The oldest of these detainees was an Italian prisoner, an Italian General, we were told. It was generally known at Krupp's Elmag in Mulhouse that the man was an Italian General. The other inmates were Russians, Bulgarians,
Italians, who had been allotted to Krupp from different concentration camps. (In initialled handwriting: Concentration camp Natzweiler).

Within the camp for the concentration camp detainees and in the Krupp plants these people were guarded by SS-men. The SS-men moved freely in the Krupp plants, and it was generally known that the SS mistreated the inmates. I remember that once I heard some shots from inside the Krupp plants at Mulhouse, and I knew that these shots were fired by the SS.

The allegation workers were very indignant at the treatment these concentration camp inmates received in the plants from the SS. The management never took any steps, as far as I know, to prevent the brutal way in which these concentration camp inmates were treated by the SS in the plants. The allegation workers, however, protested openly, and thanks to these protests the concentration camp workers were finally withdrawn from the plants of Krupp's Elmas, because the allegation workers threatened to lay down their work if the concentration camp workers should continue to be employed under such brutal working conditions. As a result one day shortly before the evacuation of Mulhouse by the Germans, the concentration camp detainees were marched off by the SS from Mulhouse.

The concentration camp detainees were employed for the heaviest work, and as they were extremely badly fed and maltreated, they were in a wretched condition. Their maltreatment started in the camp guarded by the SS and was continued in the plant, to be concluded again in the camp after work. Several evenings I heard the inhuman screaming of these people from the camp for the concentration camp detainees who were obviously exposed to severe physical maltreatment. I have seen myself in the plant how the SS several times physically maltreated concentration camp detainees.

Then air-raids on Mulhouse became more frequent, the Krupp management did not provide sufficient protection from air-raids for all the foreign workers and prisoners of war who were in the camp. Hills for the German and Italian workers everything possible was done to shelter them in bunkers and cellars, the Italian prisoners of war at the first report of approaching enemy airplanes were marched off from work to small trenches in a near meadow, which offered only insufficient protection against air-raids. The Italians were strictly forbidden to enter the shelters and cellars.
TRANSLATION OF DOCUMENT No. NK-11914
CONTINUED

(page 6 of original, cont'd)

When in face of the approaching allied troops Krupp had to evacuate the Elang plant, the Eastern workers and other foreign workers who at that time were still working with Krupp at Mulhouse, were deported to Germany. The transport was again directed by the SS-man and foreman of the Krupp firm, SCHLETT. I do not know where the majority of these foreign workers employed with Krupp at Mulhouse went to. Some of these foreign workers I met later again in Nuernburg and Hambach, but I too did not know what had happened to the great majority of the foreign workers who had been with Krupp at Mulhouse.

In September 1944 I assisted in the evacuation of workshop No. 40. The machines from this workshop were loaded on freight cars prepared for this purpose. Director Collignon was in charge of the evacuation. I myself have talked to Herr Collignon who said to me, that it was him Krupp had to thank for succeeding in evacuating the machines from Mulhouse to the Reich.

(page 7 of original)

I have carefully read each of the 7 pages of this affidavit and countersigned it in my own hand, have made and initialled the necessary corrections, and herewith state on oath that in this affidavit I have said the pure truth to the best of my knowledge and belief.

Signature: Konrad CREMER

Sworn to and signed before me this 25 day of September 1947 at Nuernberg, by Konrad CREMER, known to me to be the person making the above affidavit.

Signature: Max MINDL, UB

U.S. Civilian, D 423 622
Office of Chief of Counsel for War Crimes
U.S. War Department.

CERTIFICATE OF TRANSLATION

1 December 1947

I, Annette JACOBSOHN, 20146, 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. NK-11914.

Annette JACOBSOHN,
No. 20146
I, Rein Friedrich, of Kulmbach, Oberhaken 1, after having been cautioned that by making a false affidavit I render myself liable to punishment, herewith, voluntarily and without coercion, state the following under oath:

I have been an employee of Krupp for 40 years and, in 1919, was assigned to the Krawa (Motor Vehicle Construction Dept.). Among the 11 POWs which arrived at the Krawa to work in my department was a Russian. That was about in the summer of 1941, which coincides with the outbreak of the war with Russia. A few more POWs and Eastern workers arrived later on. These Eastern workers and POWs were distributed throughout the Krawa and were employed for all types of work.

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

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

Page 2 of original

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

(Signature) Friedrich Rein

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

(Signature) William J. Steen
U.S. Civilian A 4166832
Office of Chief of Counsel for
War Crimes, U.S. War Department

"End"
CERTIFICATE OF TRANSLATION

I, G. Lauener ETO No. 20 123, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NIK-12274.

8 December 1947

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

Having been in Krupp's employment for years and as an official of Krupp, during the spring of 1945, I was sent from Essen to Buehlhausen, in order to work there for Krupp. I also knew that at the Krueves at Nason, as well as at Buehlhausen, Eastern workers and prisoners-of-war were systematically ill-treated. At Kulmacht I was instructed to take to work a group of 30 Italians (interned soldiers), respectively Eastern workers. In opposition to the orders of the management, I have not ill-treated those people. I was told by Harr VIMAS, manager of the Sudwerk also and by others to beat those people if they were not working fast enough. Yet I did not do this. The beating of foreign workers and prisoners-of-war during the second World War was nothing exceptional in the Krupp plants, on the contrary, it was the most usual method applied to make those people work and I personally know of many cases where people were beaten in Krupp plants and the evidences were not called upon to give an account.

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

(signature) Paul Czaja

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

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

CERTIFICATE OF TRANSLATION

November 25, 1947

I, M.E. Mason, MEP 39347, 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. HIK-12275.

M.E. Mason
 MEP 39347
I, Emil Vogelmehn, having been duly warned that I am liable to punishment by making false statements, hereby declare the following on oath, of my own free will and without coercion:

I know that during the war the Eastern workers and war workers /prisoners of war/ working at the motor vehicle construction plant at Breslau, where I was employed, were repeatedly severely beaten. I especially remember the case of a Russian prisoner of war who, during an air raid which took place approximately in March 1943, was beaten to the floor with a board fitted with nails, by Herr Witz, an employee on the supervisory staff of the firm Krupp. The Russian prisoner of war was in uniform and after he had been beaten he had a brain-hemorrhage and the blood formed a large pool next to him. The poor man did not move again and lay still on the ground. I thought that the man was dead.

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

Signature: Emil Vogelmehn

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

Signature: Emil Vogelmehn

Sworn to and signed before me this 30th day of October 1947 at Kulmbach by Emil Vogelmehn, Trobsgerg 124 but Kulmbach, known to me to be the person making the above affidavit.

Signature: William J. Stein
U.S. Civilian A 448852
Office of Chief of Counsel for War Crimes, U.S. War Department

-1-
CERTIFICATE OF TRANSLATION

16 November 1947

I, PATRICIA E. C. WOOD, # 20139, 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 - 12256.

PATRICIA E. C. WOOD
# 20139
Subject: Report for the month September 1943.

1.) Turnover
   Turnover for the month under review amounted to 4,891,946.--- Reichsmark (preceding month 2,671,815.--- Reichsmark, see enclosure 1).

2.) Orders received.
   Orders received in the month under review totalled 3,231,454.--- Reichsmark (preceding month 3,231,780.---, see enclosure 1). By adjusting the group prices (Gruppenpreise) of the D3 1c-tractor, we suffered a loss of 627,781.--- Rm.

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

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

b. Haba (machine construction), special production.
   1) Instrument 43.
   The required quota of 9 pieces for September were
(page 2 of original cont'd)

Landsbrems. The damage suffered in material, as far as it is to be registered through the S.M.B.K., is estimated at approximately PL 400,000. – 600,000. Negotiations are still in progress with regard to the evacuation to another locality.

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

6.) Finance.

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

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

(page 3 of original)

7.) General items.

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

Amongst interesting visits the following may be mentioned:

a) Visit of the General LtG of the Army Ordnance Office, who carried out a general inspection of the works, paying special attention to motor vehicle construction. Details and other subjects were discussed.

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

E.L.M.A.G.
Werke Gesa.
Maschinenbauges. m.b.H.
(signatures:)
J. ALUNISCH SCHLACHTER Ei (E.I.GI ?)

(handwritten: 133 b

MINISTRY OF TRANSLATION
August 4, 1947

I, Hannah Schlesinger, 200861, 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-8904.

Hannah Schlesinger
No. 200861

[Signature]
was reached, and the manufacture of another 9 pieces for October guaranteed.

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

Foot note: Telegram address: Blasewerke Telephone: 651-68 Teletype: 041639

3) No 3.
The required quota of 50 pieces was reached, the required quota for October will also be reached.

4) Instrument 36.
The prescribed quota of 100 pieces was exceeded by 40 pieces, thereby making up partly for the arrears in August. By a production in October of 160 pieces, the total arrears as against the prescribed quota figures will be eliminated.

Compressor construction.
Under the 20 progress number 9 was delivered.

Mill construction.
The scheduled increase has been maintained, the output will continue to increase.

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

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

4.) Employees.
Number of workers employed: indigenous workers: 4,360
foreigners: 234
prisoners: 903
Eastern workers: 5,674

Through induction into the Army we lost 5 employees, 5 workers.
Other losses: 3 employees and 19 workers left the company. In September we were allocated 100 Italian prisoners, a further 250 Italian prisoners-of-war are due to arrive in October, who, at first, will be channelled through the training workshops. There is still an uncovered demand for labor amounting to 49 per cent in the motor vehicle construction if the required increase in production is to be achieved.

5.) Branch factories and affiliated plants.
The Krupp-Kraftfahrzeuge G.m.b.H., Frankfurt/Main, was completely destroyed. The plant was located in the rented premise in Hanover
report to the Manager of the Plant Sick Fund
(Betriebsskrankenkasse)

Director Hubermann

Copies to: Dr. Huber
          Workers Relations Office
          Dr. Rust, company physician.

CONFIDENTIAL

Subject: Ways lowering the sick-rate.

On Saturday and Sunday, the 18th and 19th, respectively, of December 1943, there was a meeting in Keppltmueller, called by the Reich Association of Plant Sick Funds (Reichsverband der Betriebss-
krankenkasen), of the Omaemmer (plant functionaries of the Lb.) of the working communities of the Landesgeschaftsstelle (Business Office for a Land) Bosen and Alasco.

The following persons attended:
Herr Oehm, Landesgeschaftsfuehrer, (Regional Secretary) Director
Harkel of the Reich Association of Plant Sick Funds, Main Business
Office Berlin, and about 15 Omaemmer.

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

The main reason for the meeting on this occasion, however, was the
question of what can be done to lower the rate of sickness which
at the present time has everywhere reached an abnormally high figure.
Herr Oehm first discussed the general situation with regard to the
sick-rate, the causes of it and what methods may be used to lower it. We learned that the sick-rate in Germany as a whole presents a
reason for serious concern to the competent governmental authorities
and the Sick Fund officials. The Lenz firm, Hannover, has a rate of
sickness at the present time of 9 – 9.5% of its personnel. Komg., A.,
textile plant in Faunendingen u., Hanau A.O., Sitka, 8%. But the
rate of sickness at Juhors Flugzeug and Rotometrie u., in
Strasbourg-leinu, was catastrophic, with 12-15%. In addition,
there is an extraordinarily high absence rate for other reasons of
about 10% of the personnel, so that the total absence rate was
as high as 25% at times. The chief cause, besides a certain amount
of laziness, is the peculiar conditions of war-time labor
allocation; and often, too, the uneven allocation of labor within the
plants, as to the ways of bringing about a decrease, they are various
in kind. One thing is certain, however; that no real success is being
had with the usual methods tried up till now, in spite of all
the efforts that have been made.

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

General Long said the following in substance:

The unheard-of high rates of sickness and absenteeism at Junkers existed for a considerable length of time. All available methods were used. Of 500 cases of sickness per month, 250 were turned over to the confidential physician. The checks on sickness were increased. Five visitors of patients kept check at all times on those who reported sick, such as after holidays and on Sundays. Trusted members of the plant personnel were also charged with checking sickness. These methods did succeed in bringing about a somewhat lower sick rate, but were far from bringing the desired results. After negotiations with the supervising authorities

(over)

Br. Oeyrauch, Confidential Physician for the Local District, Rhineland and Westphalia, was installed as special agent (Commissar-ausserordentlicher) with extraordinary powers. Br. Oeyrauch had the patients brought forward and without much formality recom missioned about 70-80% of those who could walk as fit for work. Thus, they were not in good health, but were recorded as fit for work. It was explained to every patient, in some cases after consultation with the plant superintendent (Betriebsleiter), who served on a change of job-location, that at the present day it was not necessary for every one to be 100 per cent sound in order to work. A former or an independent craftsman continues to work even though he sometimes is not in the best of physical condition and should be in bed. Any persons who had suffered bouts - the explanation went on - have the same experience. They attend to their work in the workshops without being concerned about their health, and, in addition to that, the extra work assigned to them by the Local Groups (Ortsgruppen). Not to mention the soldiers at home and at the Front. There no time off is taken under sick-leave unless a person is really sick. In such a case he is taken care of, so that he has everything he needs.

After a statistical compilation had been made of the "Unable to work" certificates issued by the physicians, the latter were conferred with and given explicit instructions. In cases of non-compliance paragraph 19 of the Vertragsordnung (Contract Regulations) was applied, that is, for a certain period of time the physician concerned was denied the right to issue a paper certifying that a person was incapable of working. This was the most effective method. The sick-rate went down daily. After Br. Oeyrauch had been there 4 weeks, the sick-rate went down to 3.9% on 15 December 1943. Brief mention should be passing that disagreements with the Chief Physician of the private clinics, the University Clinic, the Accident Hospital, etc., were eliminated. This is also one of the reasons why Br. Oeyrauch has been occupied in Strasbourg for so long and why he is still there now.

- 2 -
Mr. Heynrich's mission is to visit our industrial area, too, and to help us lower the high rate of sickness here.

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

24 December 1943,

Sick Fund of the FLAAG

Werk Elsass, Maschinenbaugesellschaft m.b.H.

The Business Manager

(Signature): illegible.

CERTIFICATE OF TRANSLATION

17 December 1947

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

George Goodman,
No. 34789.
Re: Works Protection

Measures against loafing / foreigners

The foreign workers which were reported to us

Fact. No. 642033  Abad
2136  Agres
2537  Anton chin
1877  Ilz sehn
2867  Nos
2137  Kupusch

have been warned on 3 February 1944 by "Ziv. Sekr. K r a u s s of the Security Police.

The Eastern worker P r o z e n k o, Fact. No. 3946 we reported to the Security Police on 21 January 1944. The investigation is still pending.

Director of Works Protection:
(Signature) Stammer
Re: Punishment of Foreigners

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

<table>
<thead>
<tr>
<th>Targ. No.</th>
<th>Name</th>
<th>Nationality</th>
<th>reported</th>
</tr>
</thead>
<tbody>
<tr>
<td>612033</td>
<td>A B A D</td>
<td>Spanish</td>
<td>21 Jan. 1944</td>
</tr>
<tr>
<td>2537</td>
<td>Antonychyn</td>
<td>&quot;</td>
<td>6 Feb. 1944</td>
</tr>
<tr>
<td>1057</td>
<td>Ilzyzchyn</td>
<td>&quot;</td>
<td>30 Nov. 1943</td>
</tr>
<tr>
<td>2257</td>
<td>Nosz</td>
<td>&quot;</td>
<td>16 Jan. 1944</td>
</tr>
<tr>
<td>2137</td>
<td>Kywusch</td>
<td>&quot;</td>
<td>18 Jan. 1944</td>
</tr>
<tr>
<td>3946</td>
<td>Prozenko</td>
<td>Eastern</td>
<td>14 Jan. 1944</td>
</tr>
</tbody>
</table>

(31, nature) Gres
To the Works Management
Per Herr Langholt

Re: Reporting about loafers, workers.

The Spanish worker A b c d, Antonio, Fact. No. 642033 has been absent from work without excuse from 15 January 1944 to 18 January 1944. He claims to have been ill. He has no attest from a doctor.

(Signature) Tres

"End"

CERTIFICATE OF TRANSLATION

I, E.Y. Kedelstein AOC X 016 289, 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 No. MV-10782.

23 October 1947

E.Y. Kedelstein
AOC X 016 289
TRANSLATION OF DOCUMENT NO. NI-2968
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

TELETYPED LETTER VIA PUBLIC NETWORK

Rubber stamp: Teletyped Letter

To: 19 July 1944 Initial

Received dispatched by: 1.45 p.m.

Expedition No.: EBERHARDT

Your reference: Initialled: E (EBERHARDT)

TEXT:

KRUPP ESSEN ELSASSWERKE MUEHLHAUSEN 18 July 1944 2.52 PM

FS 4610 KRUPPENS ESSEN TO DIRECTOR EBERHARDT

SUBJECT: T-MOTORS —— Herr Schnieders has today informed us by teletype that on the occasion of a program discussion in the main committee motor vehicles he broached the subject with Herr Vomig. Contrary to his previous attitude Herr Vomig has informed us that we will be eligible for this if larger numbers are needed, he will speak to Herr Schuff in favor of this project. Herr Vomig spoke of 500 to 1000 pieces per month. In his opinion the clarification of all questions will take an additional 1 to 2 months. So Herr Schnieders asks us to treat the whole matter but above all his discussion with Herr Vomig is confidential in order not to annoy the main committee. The labor question connected with the motor problem was also mentioned. Herr Schnieders has contacted Oranienburg concerning concentration camp inmates and he will give more detailed information to-morrow. Best, Krupp Essen Elsasswerke Muehlhausen.

Place of expedition: ________

Date: ________

Expedition time of receipt: ________ transmitted by ________

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

CERTIFICATE OF TRANSLATION

19 June 1947

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

Mary Flack PERRY
No. 20136

"END"
TRANSLATION OF DOCUMENT No MINK-6907
OFFICE OF COUNSEL FOR WAR CRIMES

BEGAG, Verkehrslese
Maschinenbaugesellschaft m.b.H.

Secretariat Houdremont
(illigible) 6685
(illigible) 22 September

Sender: BEAG, Verkehrslese,
Maschinenbaugesellschaft
m.b.H.,
Maschenhausen/Hees
(illigible) - Gresse 1

A.K.D. (Artillerie Konstruktion Abt. I)
Artillery Construction
(illigible) 6375
In: 22 September 1944
Answered:
Secret
SECRET

(handwritten note illegible)

To:
Fried. Krupp
for the attention of Director BERHARDT

File: H 23103-1
In charge: Berhardt
Copy to: Alfred v. Bohnen/Georgs/Janssen/Fr. Mueller/ Houdremont/
L. Mueller/Berhardt
(handwritten initials) Ht (Houdremont)

your ref. your letter our ref. our letter
dated dated
MÜHLHAUER/Hees Monheim 12 September 1944

subject: Report for the month of August 1944.

1) Turnover (see enclosure 1).
The monthly turnover of 4,073,385. -- RM was only a
little short of the turnover of the preceding month
which amounted to 5,311,537. -- RM. Thus, since the
beginning of the financial year, the 50 million figure
has been surpassed.

2) Development of orders (see enclosure 1).
Orders received in August 1944 amounted to RM 654,359. --
Further comments are necessary.

3) Traffic.
Kra 234 (Krafswagenbau - motor vehicle construction).
86 LH 10-12 ton tractors were delivered. The bomb
damage sustained on 3 August 1944 was principally
responsible for the failure to reach the scheduled
production. In addition, another 29 undercarriages
were completed.
130 Kaybach crankshafts were delivered.
Spare parts supplied amounted to RM 1,309,000. --
as follows:
a) tractors: 530,000 RM (sales value)
b) wheeled vehicles 79,000 RM (sales value)

- 1 -
b. Machine construction.

Special manufacture.

1) Instrument 43 - 10.5 cm SK 0/32 n. L in B 5 on II.1 0/32. 5 instruments were completed and dispatched.

2) 3 - Colman gun-carriages (Geburts Lafetten) for machine gun 131.

66 column gun-carriages were dispatched. Again this month difficulties were encountered with regard to coupling heads, which the firm of Beta is supplying. We have now been promised a monthly supply of 120 coupling heads.

Note: Telegram address: Classa Gehr. Telephone 681-55. Teletype: 041593.

(page 2 of original)

3) Instrument 39 - Torpedo tail pieces.

270 torpedo tail pieces were produced and invoiced.

4) Compressor construction.

Work continues according to schedule.

5) Winch construction.

Manufactured: 2036 DLF (Deutsche Industrie Normen - German industrial standards) Steel winches

345, 3,500 lb.-cap. winches

2351 in total.

c. Foundries - foundry 1.

1) Centrifugal castings.

63735 good quality slugs were produced by centrifugal casting, of which number 84135 were delivered.

Foundry II.

Zf 38 (Zahlentafel 38 - field howitzer 38) (10.5 cm high-explosive shells).

1401 shells were cast and rough-planned, 14369 were sent out.

Purchase.

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

Employees and labor allocation.

Number of employees on 31 August 1944:

Factory hands: indigenous 5345
foreigners 228
(civilian)

Eastern workers 294
prisoners-of-war 607

- 2 -
clerical staff and apprentices 1.129
indigenous foreigners (civilians) 23 1.152
7,616

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

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

6) Krupp (motor vehicle) construction.

As requested the construction work on the towing equipment Tiger and Panther has been fully resumed. The order for a test model has also been removed. In addition, another order is in hand for a design of a towing equipment No. 2 for Panzer (tank) III and IV.

The report for the technical college at Dresden on the spring tests, carried out with the elastic wheel, are most favorable. The first test wheel of the second model which fully corrects the deficiencies of the first model has been completed and will be tested within the next few days.

Work is being continued on the reconstruction of the air-cooled Otto motor D 942 on castors.

7) Finance.

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

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

8) Branch factories and external works.

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

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

The Krupp-Reparatur-Jerk (Krupp repair shop) at Gora Kalwaria completed its transfer to the Gross-Yer-Jerk Berlin. Except for those, taken over by the Gross-Yerk, all employees arrived here. The labor contract has been terminated by the Army High Command (OKH).
9) **Miscellaneous.**

On 16 September 1944 the management drew up a report on the present conditions at Muchhausen, which was sent to you for information. Working conditions continue to deteriorate because, due to the proximity of the front, public air-raid warnings are in operation from morning till night, train service is possible only at night and is very often completely interrupted. We are in constant touch with the Armament Inspectorate at Strasbourg in order to be informed with the least possible delay of any evacuation date. The position is changing hour by hour.

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

Every available goods wagon was requisitioned for this action. Loaded at present: 86 machines for repair workshop, about 100 machines for other purposes. (Position on 14 September 1944.) The advance unit and the first group of teams have already left the works. A further transfer has not yet been approved.

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

A meeting of the crankshaft committee took place here on 1 August 1944. For details see special file note.

On 3 August 1944 Herr HUEB and Herr COLLINQTON took up their duties as managers of the GmbH. Was.

On 3 August 1944 the Amag/German in an air-raid, directed chiefly against the communication lines of Muchhausen (see July report and special report).

On 3 August 1944 discussions were held with the representatives of the cast-iron sales department, Lassen, on the questions of plant operation and sales; where agreement was reached.

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

On 16 August 1944 Ministerpräsident KÖHLE paid us a visit, there is nothing in particular to report.

Director LÖHAF, on 25 August 1944 as well as during the last few days, repeatedly called on us. The discussions mostly centred around the transfer of the 2kgw-sector and the erection of the main repair workshop.

[Signature]

2 enclosures.
I, Hannah Schlesinger, 20081, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. PIK-8907.

Hannah Schlesinger
No. 20081

"END"

- 5 -
I, Vladimír J. MANDEL, AGC No. 447 certify herewith under oath that I have carefully examined 246 work-books (Arbeitstuben), taken from Friedr. KRUPP files in Essen, 177 of which were for men and 69 for women. All concerned came from Eastern occupied countries and started working in 1942.

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

Out of 69 female workers, 11 were born in 1923 – 19 years of age; 3 were born in 1924 – 18 years of age; 9 born in 1925 – 17 years of age; 5 born in 1926 – 16 years of age, and 1 born in 1928 – 14 years of age. The remaining 35 were over 21 years of age at that time.

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

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

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

signed: Vladimir J. Mandl

Vladimir J. MANDL, AGO 447

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

signed: Joseph G. Gallagher

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

"A CERTIFIED TRUE COPY"

- 2 -
END
Suadwerko

Dear Dr. Schumacher;

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

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

With regard to the Alstadin workers, I would like to point out 
that, if they should be needed in Lodzhausen, the Alstadians should 
stay in Ludzhausen, of course; the Nuremberg and Kulmbach Works 
would then have to get along with concentration camp prisoners 
as has, indeed, been considered.

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

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

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

-1-
Herr Kloeemann will also give you instructions on the fact that no person, not even any governmental agency (Armeemont Inspektorato, etc.,) may be informed about the prospective visit of Herr Swor. For you, too, this particular visit is a surprise.

With sincere greetings,

(signature initial) Heribert Collignon

Enclosures

Production of 12-ton tractor units at Sudwerk and the Eilmag [Einschusschloß L.S.J.]

The following points were agreed on at the meeting held on 11 October 1944 at the office of the chairman of the Armament Commission, Kudirektor Klingler, with the representatives of the High Command of the Army, Kurt Wödenburg and Inspector Schindelock, the representative of the Special Committee, Chief Engineer Lendwior, and the business management;

The Main Committee on Lotor Vehicles, as well as the High Command of the Army, demand that program 7 be carried out as previously set up without any departures. This would mean 140 vehicles from January on. Of these, 100 vehicles are to be produced by the Sudwerk, and the remaining 40 vehicles are to be supplied through sub-contractors. The assembly is to be made at the Sudwerk. The production of parts and of assembled units is also carried out in Inhulhausen by the sub-contracting system. The same policies will govern in this connection as were applied to production in France and Italy, that is, the production must be considered as supplementary. The production of 100 vehicles must be complete in the Reich, under the responsibility of the Sudwerk. On the other hand, subject to the facilities existing, besides the 40 sets for the series, a certain amount of spare part production, namely, from 30 to 40 sets, must also be located at Inhulhausen. The employment possibilities will thereby remain at the level set in the file note of 15 October 1944.

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

This will involve the following:

1) Replacements for sick German firm personnel who are not to be relocated and who have been released to Breslau (about 70).
2) Replacements for the Italians (about 250) from the tractor Production Department who were relocated to Groduitz instead of the Alsation workmen.

3) Replacements for approximately 600 Alsation personnel not relocated here along with the other workers.

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

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

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

frames 60 sets of the series, 5 sets of specs, Total 65 sets
front axles 40 sets of the series, 30 sets of specs, Total 70 sets gor cases
(including triangular.
axle units) 10 " " " 30 " " " 70 "
gor cases 40 " " " 30 " " " 70 "
gor wheels, 40 " " " 30 " " " 70 "
gor-shift forks, " " " rods.

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

(page 3 of original)

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

side shafts. 100 sets of the series, 30 sets of specs, Total 70 sets flanged shafts' bearing boxes.)
trailer couplings 40 " " " 60 " " " 100 "
ropc winches 10 " " " 50 "
hand-nd foot- lower gear 40 " " " 20 " " " 60 "
pivot arms 40 " " " 50 " " " 90 "
running wheels 25 " " " 65 "
chain wheel drives 40 " " " 25 " " " 65 "
Small parts where possible.
TRANSLATION OF DOCUMENT No. HIK-12517  
CONTINUED

(page 3 of original cont'd)

Since the Elmag has a rather large number of automatics and
manufacture small parts in considerable numbers at a minimum of operating
time. The small stocks of material and the difficulties of procuring
it make it necessary that the separate production parts be forced
through as rapidly as possible and sent immediately after manufacture
to Nuernberg. Further, the regulation of the Reich Minister for
Armament and War Production requires that, at the danger points, at
the best material and especially finished parts such as ball bearings, motors, electrical parts, rubber, etc., are stored for the next 14
days in a given case. It is therefore impossible at the present time
to leave finished parts in Nuernhausen or to send them there. It
is planned to send the first 100 sets made in Nuernhausen to Nuernberg
for assembly. In this connection an exception may be made in the
case of the trailer couplings, which do not require important bottle-
neck material.

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

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

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

S u c c e s s f u l l y r e a d e n t e n d .

CERTIFICATE OF TRANSLATION  
17 December 1947

I, George Goodman, No. 34789, hereby certify that I am
thoroughly conversant with the English and German languages,
and that the above is a true and correct translation of
document No. HIK-12517.

George GOODMAN, No. 34789.

\"END\"
Subject: Monthly report for November 1944.

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

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

1) Turn-over.

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

2) Fluctuation in orders.

The value of contracts of the Motor Vehicle Department amounted to 114,937.890,- RM in the month of the report, and, accordingly, there is no change from the previous month.

3) Shop Operation.

a. Motor Vehicle Department.

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

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

(handwritten)

File: II 29/03-
Official in Charge: Börhardt for inform.

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

The quartering accommodation for the firm's employees in Kulmbach, Ber Berg and Nuremberg soon to be assured at the present, although for the time being, no shift hours to be made.

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

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

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

b. Hwb (Machine Construction Department)
Special Production

1) Equipment unit 43 - 10,5 cm SK C/32 n L in 8,8 cm ID L C/30

5 units were built by 20 November; 3 units had to remain behind in the Works.
6.) Motor Vehicle Designing Department.

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

7.) Finances.

The bank statements available up to the last day and the cashback show that in November disbursements of 1,705,000 RM were made and that receipts amounted to 673,000 RM. There is thus a deficit of 1,035,000 RM.

At the present time the financial situation of the Sudwark is such that the firm has enough cash at its disposal to meet its financial obligations through January 1943. However, in so doing a certain amount of payments due to suppliers for the Machine Construction Department will be held back.

On 6 December, the provisional final account of our costs for the year 1942 from Essen to Halle was drawn up. We shall supply the details thereof in the December report.

8.) Affiliated Branches and Subsidiary Works.

Operations have been resumed in the meantime by the Krupp-Repaturwerk (Repair Works) Solingen-Meiderich.

The Krupp-Kraftschritte-O.m.b.H., Berlin, was not damaged in the air raid on Berlin on 6 December 1944.

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

(page 4 of original)

9.) Other matters.

Pursuant to a new decree by the Reich Ministry of Justice it will be possible to register the Sudwark G.m.b.H. in the Commercial Register at the Amtsgericht (Local Court) in Bremberg, and to annul the election procurists (their right to sign and act for the firm) of the Elmag.

(stamp: SUDERSTE)

(signatures: Collignon, Biogi - 4 -)
TRANSLATION OF DOCUMENT No.W.K.-8925
CONTINUED

(page 2 of original cont'd)

2) H 3 - column-type gun mounts for aircraft Gau 161
Of the completed 96 units, 46 could still be shipped.

3) Unit 36 - torpedo tail-pieces.
Only a few torpedo tail-pieces were fitted with propellers.
Chordwise production came to a halt.

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

5) Wire construction.
There were no reports from the Angholf Plant on winches produced.

Foundry.
No information can be supplied here.
Last of the compilation date from the foundry department is available. The work of reaching conclusions from this date will still require a fairly large amount of time.

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

5) Number of firm employees and workmen in service.
On 31 October the Danzig had a total personnel of 7,370

Of the above the following number remained behind 6,138
So that the Seaworks have at their disposal 1,232

The above number is broken down as follows:

German nationals (inland) 624
Civilian foreign workers 94
Eastern workers 206 924

Employees and commercial
apprentices
German nationals 307
Civilian foreign workers 3 310 1,234

Unfortunately, we were unable to bring along all the German personnel from Nicosia to Germany proper. Procurator Gronl was placed in a prisoner-of-war camp of the United States forces on the occasion of his induction into the Volkssturm. Various members of the personnel who lived in the outlying districts and in the southern part of Nicosia, were unable to establish connection with the personnel who were the last to leave.
CERTIFICATE OF TRANSLATION

15 December 1947

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

George Goodman, No. 34789.