

**Presidential Advisory Commission on
Holocaust Assets in the United States**

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Financial Assets Documents

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PRESIDENTIAL
ADVISORY COMMISSION
ON HOLOCAUST ASSETS
IN THE UNITED STATES

PRESIDENTIAL ADVISORY COMMISSION ON
HOLOCAUST ASSETS IN THE UNITED STATES

Edgar M. Bronfman
Chairman

Kenneth L. Klorer
Executive Director

ATTENTION NARA:

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ADVISORY COMMISSION
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IN THE UNITED STATES

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OFFICE OF POLITICAL AFFAIRS
CFM AND RESEARCH BRANCH, FOREIGN RELATIONS DIVISION

16 December 1949

SUBJECT: Text of Bilateral Agreement Between the
U.S. and the Federal Republic of Germany.

1. Attached are the texts of the Bilateral Agreement between the U.S. and the Federal Republic of Germany and side documents signed in Bonn on 16 December 1949.

2. These documents are distributed for the information of those concerned.

ALEXANDER R. FOREST
Chief, CFM and Research Branch
Foreign Relations Division, Office of Political Affairs

Rm. 240 Ho. Bldg.
Tele.: 3662/8742

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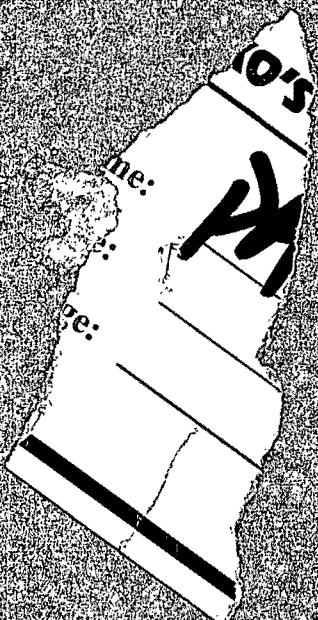
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Box 6

ECONOMIC COOPERATION AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE FEDERAL REPUBLIC OF GERMANY



CFI and Research Branch
Foreign Relations Division
Office of Political Affairs, DDCOG
15 December 1949

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Reprint 1879

Jan 5, 1952

Bad Godesberg, Germany
Mehlemer AveThe Federal Republic of Germany
1952/1/16 3:17:31

West Berlin, January 5, 1952.

To the Honorable Chancellor of the Federal Republic of Germany:

I, Eric G. Cratton, Staff Secretary in the Office of the United States High Commissioner for Germany, do hereby certify that the attached copy of a letter dated December 19, 1951, to the Chancellor of the Federal Republic of Germany from the United States High Commissioner for Germany, concerning amendments necessitated by the Mutual Security Act of 1951, to the Economic Cooperation Agreement between the United States of America and the Federal Republic of Germany, signed at Bonn on December 15, 1949, and the enactment into law of Public Law 535, 81st Congress, amending the Economic Cooperation Act of 1948, and the copy of the reply, with translation, from the Chancellor of the Federal Republic of Germany to the United States High Commissioner for Germany dated December 28, 1951, are true copies of the original letters which have been seen by me.

Witness my signature and the official seal of the Office of the United States High Commissioner for Germany, this the 4th day of January 1952.

Eric G. Cratton
Staff Secretary

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In view of the date allotted to the preparation of the Economic Cooperation Agreement, the result of the negotiations between the two governments will be determined as of the Federal Republic of Germany. The position will be determined by the Government of the Federal Republic of Germany. Bonn, December 28, 1951.

318-07 11/15351/1

To His Excellency, Two governments will establish friendly relations with the U.S. High Commissioner, Mr. John J. McCloy, Bonn-Petersberg, Germany, as established by the Government of the Federal Republic of Germany.

Dear Mr. High Commissioner:

In your letter of December 19, 1951, you refer to conversations of the which have recently taken place between representatives of our two governments relating to the Economic Cooperation Agreement between the United States of America and the Federal Republic of Germany, signed December 17, 1948, as heretofore amended, and to the enactment by the Congress of the United States of the Mutual Security Act of 1951, Public Law 165, 82nd Congress. In your letter you also confirm the understandings reached as a result of these conversations, as follows:

"1. The Government of the Federal Republic of Germany has reemphasized its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended, including the statement of purpose contained in Section 2 of the Mutual Security Act of 1951, and reaffirms that, along with the Government of the United States of America, it is firmly committed to joint in promoting international understanding and good will and in maintaining world peace and to take such action as may be mutually agreed upon to eliminate causes of international tension. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, such reference shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

"2. Sums allocated to the use of the Government of the United States of America pursuant to paragraph 4 of Article IV of the Economic Cooperation Agreement may be used by the Government of the United States of America for its expenditures in any area.

"3. Paragraph 6 of Article IV of the Economic Cooperation Agreement shall include expenditures for the encouragement of emigration from participating countries having permanent surplus manpower to areas, particularly the undeveloped and dependent areas, where such manpower can be effectively utilized.

"4. In lieu

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UNDESREPUBLIK DEUTSCHLAND
 DFR RUNDFAHRTEN. In view of the date referred to in paragraph 7 of Article IV of the Economic Cooperation Agreement, the amount of unencumbered balances referred to in that paragraph shall be determined as of the date of the termination of the assistance program under this agreement.

"5. The two governments will establish procedures whereby the Government of the Federal Republic of Germany will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States so that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government, than the Government of the Federal Republic of Germany or the Government of the United States, that any such legal process would interfere with the attainment of the objectives of this program of assistance.

"6. The provisions of paragraph 3, Article I, shall not apply with respect to the assistance authorized after July 1, 1951, under this agreement. The terms and conditions applicable to such assistance shall be the subject of separate determination and the provisions of Article IV shall apply only with respect to such assistance as may be furnished on a grant basis.

I have the honor of acknowledging receipt of that letter and informing you that I agree with the principles contained therein.

The Federal Government will take as quickly as possible the necessary measures which might prove necessary for implementing the above provisions.

Accept, Mr. WILSON, Compliments of the highest of my sincerest consideration.

Very truly yours,
 JOHN C. WILSON, Jr., Secretary of State
 (Signature)

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UNDESREPUBLIK DEUTSCHLAND
DER BUNDESREPUBLIK DEUTSCHLAND
"4. In lieu of the date referred to in paragraph 7 of Article IV of the Economic Cooperation Agreement, the amount of unencumbered balances referred to in that paragraph shall be determined as of the date of the termination of the assistance program under this agreement.

"5. The two governments will establish procedures whereby the Government of the Federal Republic of Germany will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States so that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government, when the Government of the Federal Republic is advised by the Government of the United States that any such legal process would interfere with the attainment of the objectives of the Program of Assistance.

"6. The provisions of paragraph 3, Article I, shall not apply with respect to the assistance authorized after July 1, 1951, under this agreement. The terms and conditions applicable to such assistance shall be the subject of separate determination and the provisions of Article IV shall apply only with respect to such assistance as may be furnished on a grant basis."

I have the honor of acknowledging receipt of that letter and informing you that I agree with the contents.

The Federal Government will take as quickly as possible the parliamentary measures which might prove necessary for implementing the above provisions.

Accept, Mr. High Commissioner, the assurance of my sincerest consideration.

John C. Egan /s/ Administrator

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UNDESREPUBLIK DEUTSCHLAND
DER BUNDESKANZLER

BONN, DECEMBER 1791

~~198-07 11/1981/81~~

~~Colonial Garrison
The Royal Garrison of
Verenigde Staten van Amerika
General John J. Buckley~~

~~198-07 11/1981/81~~~~Dear Major General,~~

In Ihren Schreiben vom 19. Dezember 1981 haben Sie
Hinweis auf Verhandlungen, die vor Kurzem zwischen 100-
personigem belgischen Delegation bestanden haben am 15. November
1949 in der damals geltenden Form des entsprechenden
Abkommen über Wirtschaftliche Zusammenarbeit zwischen
der Bundesrepublik Deutschland und den Vereinigten
Staaten von Amerika sowie dem Artikel des Mutual Se-
curity Act of 1951, Public Law 82, 62-63 Congress
durch den Kongress der Vereinigten Staaten erlassen
den haben. In Ihren Schreiben haben Sie mir zudem die
zwei kleinen Beipapieteiten enthalten, welche Ihnen wie
folgt bestimmt sind:

"1. Die Amtsinhaber der Bundesrepublik Deutschland
und der Vereinigten Staaten werden nach Abschluss des
gesuchten Abkommen über die Wirtschaftliche Zusammen-
arbeit von 1949 öffentlich erklären, daß in Teil 2 ent-
haltenden Ausarbeitung das Gesetz über gesetzliche
Ablösung von 1951 den Amtsinhabern gegeben und bewilligt
wurde, dass die die Regierung der Vereinigten
Staaten von Amerika sich kein verhindert fühlt, in
der Zwischenzeit eine vollständige Wiederherstellung und einen

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der Pflichtung auf Grund eines Arrestes, der Regierung oder einem anderen gesetzlich zulässigen Verfahren seitens einer Person, Person, Dienststelle, Gesellschaft, Organisation oder Regierung unterstehen, sollte die Regierung der Bundesrepublik von der Regierung der Vereinigten Staaten die Befreiung erüben, dass ein demartiges gesetzlich zulässiges Verfahren die Verwirklichung der Ziele des Entwurfsregimes beeinträchtigen würde.

6. Die Bestimmungen des Artikel I Absatz 3 gelten nicht in Bezug auf die auf Grund dieses Abkommens nach den 1. Juli 1951 geschaffte Hilfe. Die auf diese Hilfe anwendbaren Bestimmungen und Voraussetzungen unterliegen gesonderter Entscheidung und die Bestimmungen des Artikel IV gelten lediglich in Bezug auf die Hilfe, die gegebenenfalls als Rettungsweg gewählt wird."

Ich beehre mich, Ihrer Excellenz hiermit den Empfang dieser Schreibens zu bestätigen und einzutragen, dass ich den Inhalt Ihres Schreibens annehme.

Die Bundesregierung wird beschleunigt diejenigen praktischen Maßnahmen herbeiführen, die sich für die Durchführung der vorstehenden Bestimmungen als erforderlich erweisen würden.

Geblieben ist mir, Herr State Secretary, den Ausdruck seines ausgedrücktesten Zustimmung.

Ges. Atemeyer

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willens sowie an der Aufrechterhaltung des Weltfriedens teilnehmen und alle etwa vereinbarten Maßnahmen zur Beisetzung der Menschen internationaler Spannungen zu ergriffen. Wird in einem der Artikel des genannten Abkommen über wirtschaftliche Zusammenarbeit auf das Gesetz über wirtschaftliche Zusammenarbeit von 1948 Bezug genommen, so ist diese Paragraphen so zufaassen, die bestens sie sich auf das Gesetz über wirtschaftliche Zusammenarbeit von 1948 in seiner geänderten Fassung.

2. Denkt Artikel IV Absatz 4 des Abkommen über wirtschaftliche Zusammenarbeit der Verwendung der Regierung der Vereinigten Staaten von Amerika eingeschlossene Beträge kleinen von der Regierung der Vereinigten Staaten von Amerika für Ausgaben in jedem Gebiet verwendet werden.

3. Artikel IV Absatz 6 des Abkommen über wirtschaftliche Zusammenarbeit umfasst außerungen der Förderung der Ausweitung aus den Teilstaaten mit ähnlichen Vereinbarungen an Arbeitsmärkten nach Gebieten, insbesondere einkommigen und arbeitenden Gebieten, in denen diese Arbeitskräfte wirken verwendet werden können.

4. Statt des in Artikel IV Absatz 4 des Abkommen über wirtschaftliche Zusammenarbeit genannten Formeln ist der in jenen Absatz genannte unbestimte Begriffsbetrag entsprechend dem Zeitpunkt der Beendigung des Hilfsprogramms auf Grund dieses Abkommen festzusetzen.

5. Die beiden Regierungen werden Verfahren einzuführen, auf Grund dieser die Regierung der Bundesrepublik Deutschland alle eins von der Regierung der Vereinigten Staaten unterzeichneten Hilfsprogramm abgetrennen oder aus diesen stammenden Mittel es hinterlegt, getrennt hält oder sicher stellt, dass derartige Mittel nicht der Beschaffung,

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M. Donelan -

Note last para.
Be alert.

jmk

December 19, 1951

HC - Mr. John J. McCloy

E - Michael Harris

Exchange of Notes to Amend the Bilateral Agreement

It is recommended that the enclosed note be signed and delivered to Chancellor Adenauer. The purpose of this note is to bring about an exchange of notes constituting an agreement between the governments of the Federal Republic and of the United States. This agreement executes amendments to the Economic Cooperation Agreement ("Bilateral Agreement") which are made necessary by the Mutual Security Act of 1951. The exchange of notes should be completed by January 8, 1952, a deadline established by that Act.

The conversations referred to in this note have taken place between Minister Bluecher and myself and between members of our staffs. The text of the note is as prescribed by the Department of State with the agreement of the Economic Cooperation Administration and the Office of the Director for Mutual Security. No change should therefore be made in the text of this note without further clearance from these agencies. Enclosed for your information is a brief on the proposed note.

After the note has been delivered and a formal acceptance has been received, it is requested that your office transmit the texts of this exchange of notes to the Department of State, in accordance with the regular procedure prescribed for such transmittal; and that, in addition, one certified copy be sent as soon as possible either to the General Counsel, Economic Cooperation Administration, Washington 25, D.C., or to the General Counsel, Mutual Security Agency, Washington 25, D.C., depending upon whether the transmittal takes place before or after December 30, 1951, the date upon which the former agency is to be transferred to and succeeded by the latter.

Enclosures: A copy of the Economic Cooperation Agreement for the period of 1951, with particular note to paragraph 1 of Article IV of the

1. Formal note to Chancellor Adenauer
 2. Brief on proposed exchange of notes
- The government of the Federal Republic of Germany has agreed to accept the proposed amendment to paragraph 1 of Article IV of the Economic Cooperation Agreement now to be made by the government of the Federal Republic of Germany for the period of 1951.

E:PM:FBianco/es: Tel 3742

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adherence to purposes and policies, this is the standard language used previously to amend the Economic Cooperation Agreement in recognition of amendments in the underlying act. The additional language, referring to the Mutual Security Act, is included to reflect the new purpose set out in

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SIXTY-FIVE MILLION DOLLARS IN FUNDING FOR THE ECONOMIC COOPERATION ACT OF 1948
IS HERETOFORE AMENDED AS HEREBY APPROVED AND ENACTED AS A FURTHER AMENDMENT TO THE ECONOMIC COOPERATION ACT OF 1948.

Dec. 19, 1951

In view of the facts referred to in my letter to the Chancellor of the Federal Republic of Germany, dated December 15, 1951, concerning the Mutual Security Act of 1951, the purpose of which is to further the principles of democracy and freedom throughout the world, it is determined to add the sum of \$65,000,000 to the total amount of the Economic Cooperation Act of 1948, as heretofore amended, to be used for the purposes of that act.

His Excellency

The Chancellor of the Federal Republic of Germany,
Palais Schaumburg, Berlin, or **141 Koblener Strasse,** Bonn, Germany, or any other place where the Government of the Federal Republic of Germany may be located by the Government of the United States of America, shall not be subject to interpretation of the term **Excellency:** whenever it is used in this proposal by any person, firm, agency, organization, corporation or government, when the meaning of the word **Excellency:**

I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to the Economic Cooperation Agreement between the United States of America and the Federal Republic of Germany, signed at Bonn, December 15, 1948, as heretofore amended, and to the enactment by the Congress of the United States of the Mutual Security Act of 1951, Public Law 165, 82nd Congress. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of the Federal Republic of Germany has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended, including the statement of purpose contained in Section 2 of the Mutual Security Act of 1951, and reaffirms that, along with the Government of the United States of America, it is firmly committed to join in promoting international understanding and good will and in maintaining world peace, and to take such action as may be mutually agreed upon to eliminate causes of international tension. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, such reference shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

2. Sums allocated to the use of the Government of the United States of America pursuant to paragraph 4 of Article IV of the Economic Cooperation Agreement may be used by the Government of the United States of America for its expenditures in any area.

3. Paragraph 6 of Article IV of the Economic Cooperation Agreement shall include expenditures for the encouragement of emigration

*Proposed by
Date 1948*

from

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adherence to purposes and policies, this is the standard language used previously to amend the Economic Cooperation Agreement in recognition of section 613 of the Mutual Security Act of 1951, as amended. The additional language, referring to amendments in the underlying act. The additional language, referring to the Mutual Security Act, is included to reflect the new purpose set out in

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BRIEF ON THE PROPOSED EXCHANGE OF NOTES

**BETWEEN THE GOVERNMENT OF THE UNITED STATES AND
AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY**

ON THE ECONOMIC COOPERATION AGREEMENT

The continuance of economic and technical assistance heretofore administered by the Economic Cooperation Agency, which would be administered by the Economic Cooperation Administration is now subject to the provisions of the Mutual Security Act of 1951. Therefore, in order to permit the continuation of such assistance to the Federal Republic of Germany, it is necessary to amend the Economic Cooperation Agreement between the United States of America and the Federal Republic so that it will reflect certain provisions of that Act.

The State Department has instructed us to negotiate an amendment of that Agreement by means of an exchange of notes between Mr. McCloy and Chancellor Adenauer, in accordance with the procedure used on the occasion of the last amendment to that Agreement. The text of the note from Mr. McCloy to Chancellor Adenauer is that proposed by the State Department.

Amendment of the Agreement is considered a matter of some urgency, since no economic or technical assistance can be supplied under the Act unless the recipient country has agreed to the provisions of Section 511(b) thereof, which becomes effective ninety days after enactment of the Act, namely, on January 8, 1952. The exchange of notes should, therefore, be completed by that date.

The following are explanatory comments regarding each paragraph of the note:

Paragraph 1

The purpose of this language is to commit the Federal Republic to adherence to amended purposes and policies and to the undertakings required by Section 511(b) of the Mutual Security Act of 1951. With respect to adherence to purposes and policies, this is the standard language used previously to amend the Economic Cooperation Agreement in recognition of amendments in the underlying act. The additional language, referring to the Mutual Security Act, is included to reflect the new purpose set out in

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Section 2 of that Act, which states that the Economic Cooperation Act of 1948, as heretofore amended, shall hereafter be deemed to include this new provision which adds legal purposes which interfere with the original purpose. Finally, the last part of the first sentence in paragraph 1 of the note, beginning "and reaffirms that . . .", is designed to cover the requirements of Section 511(b) of the Mutual Security Act, which reads as follows:

"(b) No economic or technical assistance shall be supplied to any other nation unless the President finds that the supplying of such assistance will strengthen the security of the United States and promote world peace, and unless the recipient country has agreed to join in promoting international understanding and good will, and in maintaining world peace, and to take such action as may be mutually agreed upon to eliminate causes of international tension."

Paragraph 2
This intended to cover Section 523 (c) of the Mutual Security Act, which abolishes a restriction in the Economic Cooperation Act of 1948, as amended, under which use of counterpart funds by the Government of the United States could be made only in the country in which the counterpart was generated.

Paragraph 3
Section 523 (a) of the Mutual Security Act authorizes the United States to agree to the release of counterpart funds for the purpose of encouraging emigration. This paragraph is intended to add this purpose to the list of purposes for which counterpart may be released, as stated in the Economic Cooperation Agreement.

Paragraph 4

Section 523 (d) of the Mutual Security Act authorizes the final determination of the use of counterpart funds to be made when assistance is terminated and not necessarily on June 30, 1952. This paragraph reflects this change.

Paragraph 5

Section 515 of the Mutual Security Act requires all countries receiving assistance "to deposit, segregate, or assure title to all funds allocated to or derived from any program" so that the same shall not be

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subject to legal attachment when the Director of Mutual Security is of the opinion that such legal process would interfere with the objectives of the Act.

It is recognized that, in certain situations, attachments are possible on United States foreign aid funds, or on funds derived therefrom, such as 5% counterpart funds, or local currency credits resulting from conditional aid, wherever there is an assistance program. Attachments could also occur in connection with funds being used for procurement by the United States in one of the recipient countries. Thus, it is deemed necessary to ask all the countries to agree to the anti-attachment provision, which is considered one of the minimum steps which must be taken in order to comply with the Mutual Security Act.

Paragraph 6 (b) (1) (B) (ii) (A) (1) (B) (ii) (C) (1) (B) (ii) (D) (1) (B) (ii) (E) (1) (B) (ii) (F) (1) (B) (ii) (G) (1) (B) (ii) (H) (1) (B) (ii) (I) (1) (B) (ii) (J) (1) (B) (ii) (K) (1) (B) (ii) (L) (1) (B) (ii) (M) (1) (B) (ii) (N) (1) (B) (ii) (O) (1) (B) (ii) (P) (1) (B) (ii) (Q) (1) (B) (ii) (R) (1) (B) (ii) (S) (1) (B) (ii) (T) (1) (B) (ii) (U) (1) (B) (ii) (V) (1) (B) (ii) (W) (1) (B) (ii) (X) (1) (B) (ii) (Y) (1) (B) (ii) (Z)

This paragraph is intended to shift economic aid from a claims basis to the standard loan-grant basis, retroactive to July 1, 1951. "Assistance authorized under this agreement after July 1" means assistance through use of funds appropriated by the Mutual Security Appropriation Act, 1952 (except funds previously appropriated and consolidated with such appropriation) or subsequent appropriation acts. Because no change has been made by the Mutual Security Act in the applicability of Section 114 (1) of the Economic Cooperation Act, no reference is made in the note to the GARICA Account.

Eric A. Gruenberg
Staff Secretary

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Preamble

The Government of the United States of America

and

The Government of the Federal Republic of Germany:

Recognizing that the restoration or maintenance in European countries of principles of individual liberty, free institutions, and genuine independence rests largely upon the establishment of sound economic conditions, stable international economic relationships, and the achievement by the countries of Europe of a healthy economy independent of extraordinary outside assistance,

Recognizing that a strong and prosperous European economy is essential for the attainment of the purposes of the United Nations,

Considering that the achievement of such conditions calls for a European recovery plan of self-help and mutual cooperation, open to all nations which cooperate in such a plan, based upon a strong production effort, the expansion of foreign trade, the creation or maintenance of internal financial stability and the development of economic cooperation, including all possible steps to establish and maintain valid rates of exchange and to reduce trade barriers,

Considering that in furtherance of these principles the Government of the Federal Republic of Germany has become a member of the Organization for European Economic Cooperation, created pursuant to the provisions of a Convention for European Economic Cooperation signed at Paris on April 16, 1948, under which the signatories of that Convention agreed to undertake as their immediate task the elaboration and execution of a joint recovery program,

Considering also that, in furtherance of these principles, the Government of the United States of America has enacted the Economic Cooperation Act of 1948 as amended providing for the furnishing of assistance by the United States of America to nations participating in a joint program for European recovery, in order to enable such nations through their own individual and concerted efforts to become independent of extraordinary outside economic assistance,

Desiring to set forth the understandings which govern the furnishing of assistance by the Government of the United States of America, the receipt of such assistance by the Federal Republic of Germany, and the measures which the two Governments will take individually and together in furthering the recovery of the Federal Republic as an integral part of the joint program for European recovery;

Have agreed as follows:

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Article I

(Assistance and Cooperation)

1. The Government of the United States of America undertakes to assist the Federal Republic of Germany by making available to the Government of the Federal Republic or to any person, agency or organization designated by the latter Government, aid under the terms, conditions and termination provisions of the Economic Cooperation Act of 1948, acts amendatory and supplementary thereto and appropriation acts thereunder. Such aid will be provided upon the approval by the Government of the United States of America of requests made by the Government of the Federal Republic and will consist of only such commodities, services and other assistance as are authorized to be made available by the above acts. The Government of the United States of America undertakes further to extend assistance to the Federal Republic under applicable provisions of Appropriation Acts for the Government and Relief of Occupied Areas.

2. The Government of the Federal Republic of Germany, acting individually and through the Organization for European Economic Cooperation, consistently with the Convention for European Economic Cooperation signed at Paris on April 16, 1948, will exert sustained efforts in common with other participating countries speedily to achieve through a joint recovery program economic conditions in Europe essential to lasting peace and prosperity and to enable the countries of Europe participating in such a joint recovery program to become independent of extraordinary outside economic assistance within the period of this Agreement. The Government of the Federal Republic affirms its intention to take action to carry out the provisions of the general obligations of the Convention for European Economic Cooperation, to continue to participate actively in the work of the Organization for European Economic Cooperation, and to continue to adhere to the purposes and policies of the Economic Cooperation Act of 1948 as amended.

3. All assistance except conditional aid furnished by the Government of the United States of America to the Federal Republic of Germany pursuant to this Agreement shall constitute a claim against Germany. To the extent that expenditures are made from the ERP Special Account established under Article IV of this Agreement for the purposes set forth in paragraphs 3 and 4 of that Article and for purposes not of direct benefit to the German economy or the German people, such claim against Germany shall be reduced in an amount commensurate with such expenditures. To the extent that expenditures are made from the GARIOA Special Account established under Article V of this Agreement, credit will be given, at the time of final settlement of the claim of the United States of America against Germany, for any amounts expended for purposes which are then determined not to have been for the benefit of the German economy or the German people. The proceeds of exports from all future production and stocks of the Federal Republic will be available for payment for assistance made available pursuant to this Agreement. At the earliest practicable time consistent with the rebuilding of the economy of the Federal Republic on healthy, peaceful lines, such proceeds shall be applied for such payment on a basis not less favorable to the United States than that accorded the United States or the United Kingdom for costs incurred pursuant to the memorandum of agreement between the United States and the United Kingdom dated 2 December 1946, as revised and supplemented, relating to the economic integration of the United States and United Kingdom Zones of Germany.

4. With respect to assistance furnished by the Government of the United States of America to the Federal Republic of Germany and procured from areas outside the United States of America, its territories and possessions, the Government of the Federal Republic will cooperate with the Government of the United States of America in ensuring that procurement will be

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effected at reasonable prices and on reasonable terms and so as to arrange that the dollars thereby made available to the country from which the assistance is procured are used in a manner consistent with any arrangements made by the Government of the United States of America with such country.

Article II

(General Undertakings)

1. In order to achieve the maximum recovery through the employment of assistance received from the Government of the United States of America, the Government of the Federal Republic of Germany will use its best endeavors:

a. To adopt or maintain the measures necessary to ensure efficient and practical use of all the resources available to it, including

- (1) such measures as may be necessary to ensure that the commodities and services obtained with assistance furnished under this Agreement are used for purposes consistent with this Agreement and, as far as practicable, with the general purposes outlined in the schedules furnished by the Government of the Federal Republic in support of the requirements of assistance to be furnished by the Government of the United States of America; and
- (2) the observation and review of the use of such resources through an effective follow-up system approved by the Organization for European Economic Cooperation;

b. To promote the development of industrial and agricultural production on a sound economic basis to achieve such production targets as may be established through the Organization for European Economic Cooperation and when desired by the Government of the United States of America to communicate to that Government detailed proposals for specific projects contemplated by the Government of the Federal Republic to be undertaken in substantial part with assistance made available pursuant to this Agreement, including whenever practicable projects for increased production of coal, transportation facilities and food;

c. To stabilize its currency, establish or maintain a valid rate of exchange, balance its governmental budgets as soon as practicable, create or maintain internal financial stability, and generally restore or maintain confidence in its monetary system; and

d. To cooperate with other participating countries in facilitating and stimulating an increasing interchange of goods and services among the participating countries and with other countries and in reducing public and private barriers to trade among themselves and with other countries.

2. Taking into account Article VIII of the Convention for European Economic Cooperation looking toward the full and effective use of manpower available in the participating countries, the Government of the Federal Republic of Germany will accord sympathetic consideration to proposals, including proposals made in conjunction with the International Refugee Organization, directed to the largest practicable utilization of manpower available in any of the participating countries in furtherance of the accomplishment of the purposes of this Agreement.

3. The Government of the Federal Republic of Germany will take appropriate measures and will cooperate with other participating countries, to prevent, on the part of private or public commercial enterprises, business practices or business arrangements effecting international trade which restrain competition, limit access to markets or foster monopolistic control arrangements have the effect of interfering with

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Article III

(Guarantees)

1. To the extent that foreign private investment is permitted in the Federal Republic of Germany, the Governments of the United States of America, and the Federal Republic will, upon the request of either Government, consult respecting projects in the Federal Republic proposed by nationals of the United States of America and with regard to which the Government of the United States of America may appropriately make guarantees of currency transfer under Section III (b) (3) of the Economic Cooperation Act of 1948 as amended.

2. The Government of the Federal Republic of Germany agrees that if the Government of the United States of America makes payment in United States dollars to any person under such a guaranty, any Deutsche Mark, or credits in Deutsche Mark, assigned or transferred to the Government of the United States of America pursuant to that Section shall be recognized as property of the Government of the United States of America, and the Government of the United States will accordingly be subrogated to any right, title, claim or cause of action existing in connection with such Deutsche Mark or credits in Deutsche Mark.

Article IV

(ERP Special Account)

1. The provisions of this Article shall apply with respect to all assistance which may be furnished by the Government of the United States of America under the authority of the Economic Cooperation Act of 1948, as amended, other than as conditional aid or guarantees.

2. The Government of the Federal Republic of Germany will establish a special account (hereinafter called the ERP Special Account) in the Bank Deutscher Laender in the name of the Government of the Federal Republic and will make deposits in Deutsche Mark to this account as follows:

a. The balance at the close of business on the effective date of this Agreement in the Special Account established in the Bank Deutscher Laender in the name of the Military Governors pursuant to the Agreement between the Government of the United States of America and the United States and United Kingdom Military Governors in Germany, acting on behalf of the United States and United Kingdom Occupied Areas in Germany, made on July 14, 1948;

b. The balance at the close of business on the effective date of this Agreement in the Special Account, now established in the Bank Deutscher Laender in the name of the French Commander-in-Chief pursuant to the Agreement between the Government of the United States of America and the French Commander-in-Chief in Germany, acting on behalf of the French Zone of Occupation of Germany, made on July 9, 1948;

c. All amounts required to be deposited in the accounts referred to in paragraphs a. and b. of this Section, after the effective date of this Agreement, in fulfillment of obligations assumed by the Government of the Federal Republic under Article XII of this Agreement; and

d. Amounts in Deutsche Mark commensurate with the indicated dollar cost to the Government of the United States of America of commodities, services, and technical information (including any costs of processing, storing, transporting, repairing, or other services, incident thereto) made available

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after the effective date of this Agreement, to the Federal Republic of Germany in the form of assistance under the Economic Cooperation Act of 1948, as amended other than as conditional aid or guarantees. The Government of the United States of America shall from time to time notify the Government of the Federal Republic of the indicated dollar costs of any such commodities, services, and technical information, and the amounts in Deutsche Mark commensurate with such indicated dollar costs shall be determined in the following manner: Pending the establishment of an official effective commercial rate of exchange between the dollar and the Deutsche Mark the Government of the Federal Republic will, upon receipt of such notification, deposit in the ERP Special Account amounts of Deutsche Mark as agreed upon between the Government of the United States and the Government of the Federal Republic. These amounts will be computed at the current official conversion factor, unless otherwise agreed upon by the competent authorities. Deposits in the ERP Special Account made, upon notification by the Government of the United States, after an official effective commercial rate of exchange has been established, will be amounts of Deutsche Mark computed at said rate.

3. The Government of the United States of America will from time to time notify the Government of the Federal Republic of Germany of its requirements for administrative expenditures in Deutsche Mark within the Federal Republic incident to operations under the Economic Cooperation Act of 1948 as amended, and the Government of the Federal Republic will thereupon make such sums available out of any balances in the ERP Special Account in the manner requested by the Government of the United States of America in the notification.

4. Five percent of each deposit made pursuant to this Article shall be allocated to the use of the Government of the United States of America for its expenditures in the Federal Republic of Germany, including expenditures for procuring and stimulating increased production of materials which are required by the United States as a result of deficiencies or potential deficiencies in its own resources, and sums made available pursuant to paragraph 3 of this Article shall first be charged to the amounts allocated under this paragraph.

5. The Government of the Federal Republic of Germany will further make such sums of Deutsche Mark available out of any balances in the ERP Special Account as may be required to cover costs (including port, storage, handling, and similar charges) of transportation from any point of entry in the Federal Republic to the consignee's designated point of delivery in the Federal Republic of such relief supplies and packages as are referred to in Article VIII.

6. The Government of the Federal Republic of Germany may draw upon any remaining balance in the ERP Special Account for such purposes as may be agreed from time to time with the Government of the United States of America. In considering the proposals put forward by the Government of the Federal Republic for drawings from the ERP Special Account, the Government of the United States of America will take into account the need for promoting or maintaining internal monetary and financial stabilization in the Federal Republic, including in particular:

a. Expenditures upon projects or programs, including those which are part of a comprehensive program for the development of the productive capacity of the Federal Republic and the other participating countries, and projects or programs the external costs of which are being covered by assistance rendered by the Government of the United States of America under the Economic Cooperation Act of 1948 as amended, or otherwise, or by loans from the International Bank for Reconstruction and Development;

b. Expenditures upon the exploration for and development of additional production of materials which may be required in the United States of America because of deficiencies or potential deficiencies in the resources of the United States of America; and

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c. Effective retirement of the public debt, especially debt held by the Bank Deutscher Laender or other banking institutions.

7. Any unencumbered balance, other than unexpended amounts allocated under paragraph 4 of this Article, remaining in the ERP Special Account on June 30, 1952, shall be disposed of within the Federal Republic of Germany for such purposes as may hereafter be agreed between the Governments of the United States of America and the Federal Republic, it being understood that the Agreement of the United States of America shall be subject to approval by act or joint resolution of the Congress of the United States of America.

Article V

(GARIOA Special Account)

1. The provisions of this Article shall apply with respect to all assistance which may be furnished by the Government of the United States of America under the authority of the applicable provisions of Appropriation Acts for the Government and Relief of Occupied Areas.

2. The Government of the Federal Republic of Germany will establish a special account (hereinafter called the GARIOA Special Account) in the Bank Deutscher Laender in the name of the Government of the Federal Republic and will make deposits in Deutsche Mark to this account as follows:

a. Any balance at the close of business on the effective date of this Agreement in the special account in the Bank Deutscher Laender entitled "Proceeds of GARIOA Imports Sub-Account" of "Military Governors for Germany (US/UK) Proceeds from Deferred Payments Import Account,"

b. All amounts due for deposit as of the effective date of this Agreement, or which may become due after such date, in fulfillment of the obligations assumed by the Government of the Federal Republic under Article 133 of the Basic Law for the Federal Republic, insofar as such obligations are related to arrangements for the provision of assistance to Germany authorized under applicable provisions of Appropriation Acts for the Government and Relief of Occupied Areas; and

c. Amounts in Deutsche Mark commensurate with the indicated dollar cost to the Government of the United States of commodities and services (including any costs of processing, storing, transporting, repairing, or other services incident thereto) made available after the effective date of this Agreement, to the Federal Republic of Germany under the authority of applicable provisions of Appropriation Acts for the Government and Relief of Occupied Areas. The Government of the United States of America shall from time to time notify the Government of the Federal Republic of the indicated dollar costs of any such commodities and services, and the amounts in Deutsche Mark commensurate with such indicated dollar costs shall be determined in the manner set forth in Article IV (2) (d).

3. The Government of the United States of America will from time to time notify the Government of the Federal Republic of Germany of expenditures in Deutsche Mark to be paid from the GARIOA Special Account, and the Government of the Federal Republic will thereupon make such sums available out of any balances in the GARIOA Special Account in the manner requested by the Government of the United States of America in the notification.

4. The Government of the Federal Republic of Germany may draw upon any remaining balance in the GARIOA Special Account for such purposes as may be agreed from time to time with the Government of the United States of America. In considering proposals put forward by the Government of the Federal Republic for drawings from the GARIOA Special Account, the Government of the United States of America will take into account the general considerations set forth in Article IV (6) of this Agreement.

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Article VI

(Access to Materials)

1. The Government of the Federal Republic of Germany will facilitate the transfer to the United States of America, for stock piling or other purposes, of materials originating in the Federal Republic which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources, upon such reasonable terms of sale, exchange, barter or otherwise, and in such quantities, and for such period of time as may be agreed to between the Governments of the United States of America and the Federal Republic, after due regard for the reasonable requirements of the Federal Republic, for domestic use and commercial export of such materials. The Government of the Federal Republic will take such specific measures as may be necessary to carry out the provisions of this paragraph, including the promotion of the increased production of such materials within the Federal Republic, and the removal of any hindrances to the transfer of such materials to the United States of America. The Government of the Federal Republic will, when so requested by the Government of the United States of America, enter into negotiations for detailed arrangements necessary to carry out the provisions of this paragraph.

2. Recognizing the principle of equity in respect to the drain upon the natural resources of the United States of America, and of the participating countries, the Government of the Federal Republic of Germany will, when so requested by the Government of the United States of America, negotiate where applicable

a. A future schedule of minimum availabilities to the United States of America for future purchase and delivery of a fair share of materials originating in the Federal Republic which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources at world market prices so as to protect the access of United States industry to an equitable share of such materials either in percentages of production or in absolute quantities from the Federal Republic;

b. Arrangements providing suitable protection for the right of access for any citizen of the United States of America or any corporation, partnership, or other association created under the laws of the United States of America or of any state or territory thereof and substantially beneficially owned by citizens of the United States of America, in the development of such materials on terms of treatment equivalent to those afforded to the nationals of the Federal Republic; and

c. An agreed schedule of increased production of such materials where practicable in the Federal Republic and for delivery of an agreed percentage of such increased production to be transferred to the United States of America on a long-term basis on consideration of assistance furnished by the United States of America under this Agreement.

3. The Government of the Federal Republic of Germany, when so requested by the Government of the United States of America, will cooperate, wherever appropriate, to further the objectives of paragraphs 1 and 2, of this Article in respect of materials originating outside the Federal Republic of Germany.

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Article VII

(Aid to Berlin)

The Federal Republic agrees to make available to the US, UK and French Sectors of Berlin, to the maximum extent possible, such assistance as may, in consultation between the Governments of the Federal Republic and of the City of Berlin, be determined to be required for the economic maintenance and development of that area.

Article VIII

(Travel Arrangements and Relief Supplies)

1. The Government of the Federal Republic of Germany will cooperate with the Government of the United States of America in facilitating and encouraging the promotion and development of travel by citizens of the United States of America to and within participating countries.

2. The Government of the Federal Republic of Germany will, when so desired by the Government of the United States of America, enter into negotiations for agreements (including the provision of duty-free treatment under appropriate safeguards) to facilitate the entry into the Federal Republic of supplies of relief goods donated to or purchased by United States voluntary non-profit relief agencies and of relief packages originating in the United States of America and consigned to individuals residing in the Federal Republic.

Article IX

(Consultation and Transmittal of Information)

1. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations or arrangements carried out pursuant to this Agreement.

2. The Government of the Federal Republic of Germany will communicate to the Government of the United States of America in a form and at intervals to be indicated by the latter after consultation with the Government of the Federal Republic:

a. Detailed information of projects, programs and measures proposed or adopted by the Government of the Federal Republic to carry out the provisions of this Agreement and the General Obligations of the Convention for European Economic Cooperation;

b. Full statements of operations under this Agreement, including a statement of the use of funds, commodities and services received thereunder, such statements to be made in each calendar quarter;

c. Information regarding its economy and any other relevant information, necessary to supplement that obtained by the Government of the United States of America from the Organization for European Economic Cooperation which the Government of the United States of America may need to determine the nature and scope of operations under the Economic Cooperation Act of 1948 as amended, and to evaluate the effectiveness of assistance furnished or contemplated under this Agreement and generally the progress of the joint recovery program.

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3. The Government of the Federal Republic of Germany will assist the Government of the United States of America to obtain information relating to the materials originating in the Federal Republic referred to in Article VI which is necessary to the formulation and execution of the arrangements provided for in that Article.

Article X

(Publicity)

1. The Government of the United States of America and the Federal Republic of Germany recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the joint program for European recovery and of the actions taken in furtherance of that program. It is recognized that wide dissemination of information on the progress of the program is desirable in order to develop the sense of common effort and mutual aid which are essential to the accomplishment of the objectives of the program.

2. The Government of the United States of America will encourage the dissemination of such information and will make it available to the media of public information.

3. The Government of the Federal Republic of Germany will encourage the dissemination of such information both directly and in cooperation with the Organization for European Economic Cooperation. It will make such information available to the media of public information and take all practicable steps to ensure that appropriate facilities are provided for such dissemination. It will further provide other participating countries and the Organization for European Economic Cooperation with full information on the progress of the program for economic recovery.

4. The Government of the Federal Republic of Germany will make public in the Federal Republic in each calendar quarter full statements of operations under this Agreement, including information as to the use of funds, commodities and services received.

Article XI

(Missions)

1. The Government of the Federal Republic of Germany agrees to receive a Special Mission for Economic Cooperation which will discharge the responsibilities of the Government of the United States of America in the Federal Republic under this Agreement.

2. The Government of the Federal Republic of Germany, upon appropriate notification from the Government of the United States, will accord appropriate courtesies to the Special Mission and its personnel the United States Special Representative in Europe and his staff, and the members and staff of the Joint Committee on Foreign Economic Cooperation of the Congress of the United States of America, and will grant them the facilities and assistance necessary to the effective performance of their responsibilities to assure the accomplishment of the purposes of this Agreement.

3. The Government of the Federal Republic of Germany, directly and through its representatives on the Organization for European Economic Cooperation will extend full cooperation to the Special Mission, to the United States Special Representative in Europe and his staff, and to the

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members and the staff of the Joint Committee. Such cooperation shall include the provision of all information and facilities necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

Article XIII

(Outstanding Obligations and Commitments)

The Government of the Federal Republic of Germany agrees to assume any obligations of the United States or United Kingdom Military Governors, the French Commander-in-Chief, or the United States, United Kingdom, or French High Commissioners in Germany, undertaken, prior to the effective date of this Agreement, pursuant to or in carrying out the Agreements between the Government of the United States of America and said Military Governors acting on behalf of the United States and United Kingdom Occupied Areas in Germany, made on July 14, 1946, and between the Government of the United States of America and the French Commander-in-Chief in Germany, acting on behalf of the French Zone of Occupation of Germany, made on July 9, 1946, or pursuant to or in carrying out of arrangements for the provision of assistance to Germany authorized under applicable provisions of Appropriation Acts for the Government and Relief of Occupied Areas, to the full extent that the discharge of such obligation is within the jurisdiction of the Federal Republic of Germany. The Government of the Federal Republic further undertakes to assume full responsibility in connection with any and all claims against the Military Governors or the High Commissioners which may now exist or hereafter arise in connection with transactions entered into in carrying out the agreements or arrangements above referred to. The Government of the United States of America, for its part, agrees to honor any commitments made prior to the effective date of this Agreement, pursuant to the Agreements referred to above.

Article XIII

(Definitions)

As used in this Agreement:

1. The term "participating country" means:

a. Any country which signed the report of the Committee of European Economic Cooperation at Paris on September 22, 1947, and territories for which it has international responsibility and to which the Economic Cooperation Agreement concluded between that country and the Government of the United States of America has been applied; and

b. Any other country (including any of the Zones of Occupation of Germany, any areas under international administration or control and the Free Territory of Trieste or either of its zones) wholly or partly in Europe, together with dependent areas under its administration;

for so long as such country is a party to the Convention for European Economic Cooperation and adheres to a joint program for European recovery designed to accomplish the purposes of this Agreement.

2. The term "conditional aid" means dollars furnished by the Government of the United States under the authority of the Economic Cooperation Act of 1948, as amended, to a participating country on condition that such country advance equivalent aid in the form of drawing rights in its own currency to other participating countries.

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Article XIV

Nothing in this Agreement shall be deemed to:

- a. Authorize or require any action inconsistent with the Occupation Statute, or with legislation or other measures of the Occupation Authorities, or with agreements relating to Germany concluded by or on behalf of the Governments of the United States, the United Kingdom and France among themselves or jointly with other Governments (including the agreement establishing the International Authority for the Ruhr);
- b. Affect in any way the obligations of the Federal Republic under existing agreements or arrangements entered into on behalf of Germany; or
- c. Abrogate or in any way limit the rights or powers of the Governments of the United States, the United Kingdom or France, jointly or severally, in respect to Germany, from whatever source derived and however exercised.

Article XV

(Entry into Force, Amendment, Duration)

1. This Agreement shall become effective upon notification by the Government of the Federal Republic of Germany to the Government of the United States that all necessary legal requirements in connection with the conclusion by the Federal Republic of this Agreement have been fulfilled. Subject to the provisions of paragraphs 2 and 3 of this Article, it shall remain in force until June 30, 1953, and, unless at least six months before June 30, 1953, either Government shall have given notice in writing to the other of intention to terminate the Agreement on that date, it shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

2. If during the life of this Agreement, either Government should consider there has been a fundamental change in the basic assumptions underlying this Agreement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment, modification or termination of this Agreement. If, after three months from such notification the two Governments have not agreed upon the action to be taken in the circumstances, either Government may give notice in writing to the other of intention to terminate this Agreement. Then, subject to the provisions of paragraph 3 of this Article, this Agreement shall terminate either:

a. Six months after the date of such notice of intention to terminate; or

b. After such shorter period as may be agreed to be sufficient to ensure that the obligations of the Government of the Federal Republic of Germany are performed in respect of any assistance which may continue to be furnished by the Government of the United States of America after the date of such notice; provided, however, that Article VI and paragraph 3 of Article IX shall remain in effect until two years after the date of such notice of intention to terminate, but not later than June 30, 1953.

3. Subsidiary agreements and arrangements negotiated pursuant to this Agreement may remain in force beyond the date of termination of this Agreement and the period of effectiveness of such subsidiary agreements

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and arrangements shall be governed by their own terms. Articles IV and V shall remain in effect until all the sums in the currency of the Federal Republic of Germany required to be deposited in accordance with its own terms have been disposed of as provided in these Articles. Paragraph 2 of Article III shall remain in effect for so long as the guaranty payments referred to in that Article may be made by the Government of the United States of America.

4. This Agreement may be amended at any time by agreement between the two Governments, subject to required legal procedures in each Country.

5. The Annex to this Agreement forms an integral part thereof.

6. This Agreement shall be registered with the Secretary-General of the United Nations.

In witness whereof the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Bonn, in duplicate, both texts authentic, this
15th day of December, 1949.

For the
Government of the Federal Republic of Germany

For the
Government of the United States of America

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Annex

(Interpretative Notes)

1. It is understood that the requirements of paragraph 1 a. of Article II, relating to the adoption of measures for the efficient use of resources, would include, with respect to commodities furnished under the Agreement, effective measures for safeguarding such commodities and for preventing their diversion to illegal or irregular markets or channels of trade.

2. It is understood that the obligation under paragraph 1 c. of Article IX to balance the budgets as soon as practicable would not preclude deficits over a short period but would mean a budgetary policy involving the balancing of the budgets in the long run.

3. It is understood that the business practices and business arrangements referred to in paragraph 3 of Article II mean:

- a. Fixing prices, terms or conditions to be observed in dealing with others in the purchase, sale or lease of any product;
- b. Excluding enterprises from, or allocating or dividing, any territorial market or fields of business activity, or allocating customers, or fixing sales quotas or purchase quotas;
- c. Discriminating against particular enterprises;
- d. Limiting production or fixing production quotas;
- e. Preventing by agreement the development or application of technology or invention whether patented or unpatented;
- f. Extending the use of rights under patents, trademarks or copyrights granted by either country to matters which, according to its laws and regulations, are not within the scope of such grants or to products or conditions of production, use or sale which are likewise not the subjects of such grants; and
- g. Such other practices as the two Governments may agree to include.

It is further understood that any undertakings of the Federal Republic with respect to the above practices will be subject to the provisions of Article XIV of this Agreement.

4. It is understood that the Government of the Federal Republic of Germany is obligated to take action in particular instances in accordance with paragraph 3 of Article II only after appropriate investigation or examination.

5. It is understood that the date of notification referred to in Article IV 2 d. shall mean, for purposes of determining the conversion rate to be used in computing the amount in Deutsche Mark commensurate with the indicated dollar cost shown on any notification to the Government of the Federal Republic, the date of the last day of the disbursement period covered by such notification.

6. It is understood that the obligation of the Federal Republic to deposit counterpart under Article IV includes the obligation to deposit counterpart against any notification made subsequent to the effective date of this Agreement, of the dollar cost of commodities, services and technical information authorized for procurement prior to this Agreement.

7. It is understood that the phrase in Article VI, "After due regard for the reasonable requirements of the Federal Republic for domestic use" would

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include the maintenance of reasonable stocks of the materials concerned and that the phrase "commercial export" might include barter transactions. It is also understood that arrangements negotiated under Article VI might appropriately include provisions for consultation, in accordance with the principles of Article 32 of the Havana Charter of an International Trade Organization, in the event that stock piles are liquidated.

8. It is understood that the Government of the Federal Republic of Germany will not be requested, under paragraph 2 a. of Article IX, to furnish detailed information about minor projects or confidential commercial or technical information the disclosure of which would injure legitimate commercial interests.

9. Nothing in Article XIV shall be deemed to affect in any way the fact that the undertaking of the Government of the United States under Article I of this Agreement is limited to furnishing assistance under the terms, conditions and termination provisions of the Economic Cooperation Act of 1948, Acts amendatory and supplementary thereto and Appropriation Acts thereunder, and to extending assistance under applicable provisions of Appropriation Acts for the Government and Relief of Occupied Areas.

10. In the determination of the obligations of the Federal Republic under Article VII of this Agreement, account will be taken by the Government of the United States of the economic ~~and~~ financial situation in the Federal Republic and in Berlin,

(and budgetary)

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AGREEMENT BETWEEN THE UNITED STATES AND UNITED KINGDOM HIGH COMMISSIONERS FOR GERMANY AND THE FEDERAL REPUBLIC OF GERMANYECA ACCOUNTS

AGREEMENT dated 15 December 1949, between the UNITED STATES HIGH COMMISSIONER FOR GERMANY and the UNITED KINGDOM HIGH COMMISSIONER FOR GERMANY (hereinafter together sometimes called the High Commissioners), parties of the first part, and the FEDERAL REPUBLIC OF GERMANY, party of the second part.

WHEREAS:

A. The Government of the United States of America and the United States and United Kingdom Military Governors for Germany (hereinafter sometimes together called the Military Governors), acting on behalf of the United States and United Kingdom Occupied Areas in Germany, on 14 July 1948, concluded an Economic Cooperation Agreement, (hereinafter sometimes called the Bilateral Agreement of 1948) a copy of which has been delivered to the Federal Republic of Germany.

B. Section 2 of Article IV of the Bilateral Agreement of 1948 provides that the Military Governors will establish a special account in the Bank Deutscher Länder in the name of the Military Governors and will make certain deposits in Deutsche Mark in said account; including deposits of amounts in Deutsche Mark commensurate with the indicated Dollar cost of the Government of the United States of America of commodities, services and technical information made available to the United States/United Kingdom Occupied Areas in Germany under the authority of the Economic Cooperation Act of 1948.

C. In accordance with said Section 2 the Military Governors in due course established a special account in the Bank Deutscher Länder in the name "Military Governors for Germany (US/UK)" (hereinafter sometimes called the Special Account of the Military Governors). Pursuant to the provisions of Section 6 of Article IV of the Bilateral Agreement of 1948, the Military Governors might draw upon the balance in the Special Account of the Military Governors remaining after certain amounts in Deutsche Mark had been made available out of any balances in said account in accordance with the provisions of Sections 3, 4 and 5 of Article IV of the Bilateral Agreement of 1948, but only for such purposes as might be agreed from time to time with the Government of the United States of America.

D. In accordance with the aforementioned provisions of the Bilateral Agreement of 1948, the Military Governors from time to time made deposits in Deutsche Mark in the Special Account of the Military Governors and withdrew from said Account amounts in Deutsche Mark as provided in said Agreement.

E. In accordance with an exchange of letters between the Acting United States Political Adviser for Germany and the Military Governors of the United States/United Kingdom Occupied Areas of Germany, dated April 28 and May 10, 1948, the Military Governors have deposited, or are due to deposit, in the Special Account of the Military Governors Deutsche Mark equivalent to the United States dollar value of drawing rights made available to the United States/United Kingdom Occupied Areas by other participating countries under the authority of the Economic Cooperation Act of 1948.

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F. There is also established in the names of the Military Governors in the Bank Deutscher Laender an account known as "Military Governors for Germany (U.S./U.K.) ERP Collections)", which contains the proceeds of sale of imports furnished to the Military Governors by the Government of the United States under the authority of the Economic Cooperation Act of 1948.

G. From time to time the Military Governors transferred from the account now known as ERP Collections to the Special Account of the Military Governors amounts required to be deposited in the latter account pursuant to Section 2 of Article IV of the Bilateral Agreement of 1948. The amounts so required to be transferred from time to time exceeded the amounts of proceeds of sale of imports furnished under the Economic Cooperation Act of 1948. Pursuant to a letter dated 12 August 1949 from the Military Governors to the Bank Deutscher Laender the accumulated excess as of that date, amounting to DM 353,107,330.26 was debited to an account in the Bank Deutscher Laender known as "Military Governors for German US/UK Suspense Account" (hereinafter sometimes called the Suspense Account). By said letter the Military Governors agreed with Bank Deutscher Laender that they would not request the United States Economic Cooperation Administration (hereinafter sometimes called ECA) to release from the Special Account of the Military Governors any amounts of Deutsche Mark the release of which would reduce the credit balance in said Account below the amount of the then debit balance in the Suspense Account.

H. The Federal Republic of Germany has concluded with the Government of the United States of America an Economic Cooperation Agreement of even date herewith (hereinafter sometimes called the Bilateral Agreement of 1949). Under said Agreement the Federal Republic of Germany is required to transfer to a special account in its name with the Bank Deutscher Laender the balance at the close of business on the effective date of the Agreement in the Special Account of the Military Governors.

I. The High Commissioners have succeeded to all the rights and obligations of the Military Governors under the Bilateral Agreement of 1948 and in respect of the aforementioned accounts with the Bank Deutscher Laender.

J. The High Commissioners are prepared, on the terms and conditions hereinafter set forth, to transfer to the Federal Republic of Germany the credit balance in the Special Account of the Military Governors, but only if the Federal Republic of Germany shall assume all obligations of and full responsibility for claims against the Military Governors or the High Commissioners which may now exist or hereafter arise in connection with transactions entered into pursuant to or in carrying out the Bilateral Agreement of 1948. Now, therefore, for and in consideration of the mutual undertakings hereinafter set forth the parties hereto hereby agree as follows:

1. The High Commissioners hereby assign, transfer and set over to the Federal Republic of Germany all right, title and interest of the High Commissioners in and to any and all amounts standing to the credit of the High Commissioners in the Special Account of the Military Governors and the ERP Collection Account, and in and to any and all proceeds of sale of imports heretofore furnished to the High Commissioners by the Government of the United States under the Bilateral Agreement of 1948 which have been heretofore collected but not yet deposited in the Special Account of the Military Governors, or which shall hereafter be collected for the Account of the High Commissioners. The High Commissioners further undertake to furnish to the Government of the Federal Republic the information required to establish an exact accounting statement of all assets, including accounts receivable, and all liabilities, contingent or otherwise, resulting from operations under the Bilateral Agreement of 1948.

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2. The Federal Republic of Germany hereby assumes all obligation of and full responsibility for claims against the Military Governors and the High Commissioners which may now exist or hereafter arise in connection with transaction entered into pursuant to or in carrying out the Bilateral Agreement of 1948, and further agrees to take appropriate measures to liquidate the Suspense Account as soon as possible; and the Federal Republic of Germany hereby agrees to indemnify and save harmless the High Commissioners from and against any claims or liabilities whatsoever arising out of or in connection with the Special Account of the Military Governors and the Suspense Account.

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Box 6

OFFICE OF THE UNITED STATES HIGH COMMISSIONER FOR GERMANY
 AND
 SPECIAL REPRESENTATIVE OF THE
 ECONOMIC COOPERATION ADMINISTRATION FOR GERMANY

December 15, 1949

His Excellency,
 The Chancellor of the Federal Republic of Germany,
 Museum Koenig,
 Coblenzstrasse,
 Bonn, Germany.

Mr. Chancellor:

I have the honor to confirm by this letter certain statements made by the representatives of the United States Government during the course of the negotiation of the Economic Cooperation Agreement signed today.

The representatives of the United States Government have stated that, while the United States retains a lien on the proceeds of all German exports as provided in Paragraph 3 of Article I, the United States Government will consider German ability to pay and other relevant factors when settlement of the claims therein referred to, and of similar claims provided for in Article XII, is requested.

In connection with the subject of claims against Germany in general, I should also like to confirm the statement made that the only claims covered by the Agreement are claims arising through the furnishing of ECA and GARIOA assistance by the United States to Germany after the effective date of the Agreement, and through the furnishing of ECA aid under the provisions of the Economic Cooperation Agreements signed on behalf of their zones of Germany in April 1948 by the United States/United Kingdom and French Military Governors respectively. The claims of the United States against Germany arising through the furnishing of past GARIOA aid, and other claims, are not covered by this Agreement. It is understood however, that their exclusion from this Agreement in no way affects their validity, and that they will be asserted by the United States at the appropriate time on a similar basis with the claims acknowledged by the Federal Republic in signing this Agreement.

With reference to Paragraph 3 of Article V, the Government of the United States intends to provide the Government of the Federal Republic from time to time with an estimate, if possible on an annual basis, of the total expenditures for which it may request that funds be made available out of the GARIOA Special Account under the provisions of that paragraph.

The Government of the United States will inform the Government of the Federal Republic of the general purposes for which funds withdrawn from the account under Paragraph 3 of Article V have been expended. At the time of the final settlement envisaged in Paragraph 3 of Article I, the Government of the United States will, of course, provide more detailed information with regard to expenditures respecting which it then determines to maintain a claim against Germany.

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Your delegation has asked if assurances can be made on behalf of my Government to the effect that in carrying out the provisions of Paragraph 2(d) of Article IV, the United States does not intend to apply the current official conversion rate retroactively prior to the October 1st cut-off date, and that it is the further intent of ECA that in this, as in all other respects possible, the Federal Republic of Germany will be treated similarly to all other participating countries of EPP. I am pleased to make these assurances.

Your delegation has raised the question whether it is to be expected that there might be an increase in the obligations to be assumed pursuant to Article XII, over and above an amount of DM 700 million, and in case this sum should be exceeded, whether the de-blocking of counterpart funds for the benefit of the German economy would be suspended. I can assure you that it is not expected that the sum of DM 700 million will be exceeded. If, contrary to expectations, it will be exceeded, I can assure you that there will be no suspension of the de-blocking of counterpart funds for the benefit of the German economy and, further, that I will assist the Government of the Federal Republic of Germany in finding a solution to the situation.

I shall also use my best efforts with the Allied High Commission to obtain favorable consideration of a request by the Government of the Federal Republic of Germany to raise the limit on advances from the Bank Deutscher Laender to the Government of the Federal Republic of Germany.

I can inform you that, on 1 December 1949, the Allied Banking Commission has been instructed that no further charge is to be made against the GARIO/L account as a result of operations by JEIA. The process of liquidating JEIA will be a separate financial operation.

In order to establish the precise amount of the obligations taken over by the Government of the Federal Republic of Germany under Article XII, I agree that it would be desirable to institute the audit authorized by BICO/SEC(49)496 of 14 September 1949.

I hope this letter answers any question which you or your delegation may have had in respect to the above matters.

Very truly yours,

John J. McCloy
Special Representative for Germany

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5. It is understood that obligations to deposit local currency in accordance with this note apply only in the case of drawing rights to which no obligations of repayment attach.

It would be appreciated if you would confirm the above understandings at your earliest convenience.

Please accept, Excellency, the renewed assurance of my highest consideration.

Very truly yours,

John J. McCloy
US High Commissioner for Germany

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UNITED STATES HIGH COMMISSIONER FOR GERMANY

December 15, 1949.

His Excellency,
 The Chancellor of the Federal Republic of Germany,
 Museum Koenig,
 Coblenzstrasse,
 Bonn, Germany

Mr. Chancellor:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the obligations arising from the exercise of drawing rights made available to the Federal Republic of Germany pursuant to the Agreements for Intra-European Payments and Compensations of 16 October 1948 and 7 September 1949, insofar as such drawing rights are attributable to United States Dollar assistance furnished by the Economic Cooperation Administration to participating countries for the purposes of that Agreement.

1. To the extent that the Agent authorized to perform payments compensations pursuant to the Agreement for Intra-European Payments and Compensation utilizes drawing rights established in favor of the Federal Republic of Germany, the Government of the Federal Republic of Germany will deposit commensurate amounts of Deutsche Mark in the special local currency account established under Article IV of the Economic Cooperation Agreement between the Federal Republic of Germany and the United States. The Government of the Federal Republic of Germany will also deposit in said account all amounts in Deutsche Mark due for deposit as a result of the exercise of drawing rights prior to this date in the French Zone of Occupation in Germany, and all amounts of Deutsche Mark due for deposit or heretofore deposited by the United States/United Kingdom Military Governors in accordance with an exchange of letters between the United States/United Kingdom Military Governors and the Acting United States Political Adviser for Germany on April 28 and May 10, 1948.

2. The amounts to be deposited shall be equivalent to the United States Dollar value of drawing rights made available by participating countries and exercised in favor of the Federal Republic of Germany as communicated to the Economic Cooperation Administration by the agent. This value will be identical with the amounts of United States Dollars allotted to such participating countries in order to obligate them to make such drawing rights available.

3. The conversion rate governing the computation of amounts of local currency deemed equivalent to the Dollar value of drawing rights as set forth in paragraph 2 above shall be the same as that governing deposits made in accordance with Article IV of the Economic Cooperation Agreement between the Federal Republic of Germany and the United States.

4. Deposits of local currency made pursuant to this exchange of notes shall be held and governed in accordance with all the terms and conditions applicable to depositists made pursuant to Article IV of the Economic Cooperation Agreement between the United States and the Federal Republic of Germany.

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c. any and all obligations which are at the date hereof payable or which shall hereafter become payable to the High Commissioners in respect of any and all loans or other assistance heretofore rendered by the Military Governors or the High Commissioners within the Occupied Areas and the French Occupied Area out of the Proceeds of GARIOA Imports Sub-Account, and any and all bonds, notes or other instruments evidencing such loans or other assistance.

2. The Federal Republic of Germany agrees:

a. to pay into the Proceeds of GARIOA Imports Sub-Account all amounts owing to said account which have heretofore been an obligation of the Bizonal Economic Administration or the Federal Republic under notifications or regulations of the US/UK Military Governors or High Commissioners;

b. to make payment on behalf of the High Commissioners of any and all amounts in Deutsche Mark which are at the date hereof payable or which shall hereafter become payable under any agreement existing at the date hereof of the Military Governors or of the High Commissioners to finance or assist in the financing of any projects in the Occupied Areas, and the French Occupied Area of Germany; and

c. to assume all other obligations of and full responsibility for all claims against the Military Governors or High Commissioners which may now exist or hereafter arise in connection with the furnishing of GARIOA assistance or expenditures from the Proceeds of GARIOA Imports Sub-Account, and to indemnify and save harmless the High Commissioners from and against any and all claims and liabilities in respect of the Proceeds of GARIOA Imports.

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Box 6

Agreement Between the United States and United Kingdom
 High Commissioners for Germany and the
 Federal Republic of Germany

GARIOA ACCOUNTS

Agreement dated 15 December 1949, between the United States High Commissioner for Germany and the United Kingdom High Commissioner for Germany (hereinafter together sometimes called the High Commissioners), parties of the first part, and the Federal Republic of Germany, party of the second part.

Whereas:

A. The Government of the United States of America, under the authority of applicable provisions of Appropriations Acts for the Government and Relief of Occupied Areas, and the Government of the United Kingdom, have furnished assistance, (hereinafter sometimes called GARIOA Assistance), to the Military Governors of the United States and United Kingdom Occupied Areas of Germany (hereinafter sometimes called the Occupied Areas) for the benefit of said areas.

B. The Military Governors have established an account in the Bank Deutscher Laender known as "Military Governors for Germany (US/UK) Proceeds from Deferred Payments Import Account", (hereinafter sometimes called the Deferred Payments Import Account). The Military Governors have from time to time caused to be deposited in a sub-account of the Deferred Payments Import Account, known as "Proceeds of GARIOA Imports Sub-Account", the Deutsche Mark Proceeds collected from purchasers in the Occupied Areas of GARIOA Assistance furnished by the Government of the United States of America and by the Government of the United Kingdom and have established an obligation on the Bizonal Economic Administration to deposit in said account, since 1 May 1949, the Deutsche Mark equivalent of the indicated Dollar cost to the United States and Sterling cost to the United Kingdom of such assistance.

C. The Military Governors have, from time to time, used amounts credited to the Proceeds of GARIOA Imports Sub-Account for the purpose of rendering vital assistance to the economy of the Occupied Areas, and the French Occupied Area of Germany. The Military Governors also from time to time used amounts so credited to the Proceeds of GARIOA Imports Sub-Account in the making of loans to the Reconstruction Loan Corporation for the purpose of enabling said Corporation to finance projects of benefit to the economy of the Occupied Areas.

D. The Military Governors further, from time to time, made agreements to apply amounts so credited or to be credited to the Proceeds of GARIOA Imports Sub-Account to the financing of other projects of benefit to the economy of the Occupied Areas, and the French Occupied Area of Germany, and have caused payments in respect of such agreements to be made and to be debited against the Proceeds of GARIOA Imports Sub-Account. In order fully to carry out such agreements it will be necessary that further amounts be made available from time to time for such purposes.

E. The High Commissioners have succeeded to the rights and obligations of the Military Governors in respect of the Proceeds of GARIOA Imports Sub-Account and the agreements and loans referred to in paragraphs C and D above.

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F. The Federal Republic of Germany has concluded with the Government of the United States of America an Economic Cooperation Agreement of even date herewith, (hereinafter sometimes called the Bilateral Agreement of 1949). Under Article V of said Agreement the Federal Republic of Germany is required to establish with the Bank Deutscher Laender a special account (hereinafter sometimes called the GARIOA Special Account) in the name of said Republic and to deposit in said account:

a. any balance at the close of business on the effective date of this Agreement in the special account in the Bank Deutscher Laender entitled "Proceeds of GARIOA Imports Sub-Account of Military Governors for Germany (US/UK) Proceeds from Deferred Payments Import Account".

b. all amounts due for deposit as of the effective date of said Agreement, or which may become due after such date, in fulfillment of the obligations assumed by the Government of the Federal Republic under Article 133 of the Basic Law of the Federal Republic, insofar as such obligations are related to arrangements for the provision of assistance by the Government of the United States to Germany authorized under applicable provisions of Appropriation Acts for the Government and Relief of Occupied Areas; and

c. amounts in Deutsche Mark commensurate with the indicated Dollar cost to the Government of the United States of commodities and services (including any costs of processing, storing, transporting, repairing, or other services incident thereto) made available after the effective date of the Agreement to the Federal Republic under the authority of applicable provisions of Appropriation Acts of the United States Congress for the Government and Relief of Occupied Areas.

G. In order to enable the Federal Republic of Germany to carry out the purpose of the Bilateral Agreement of 1949, the Federal Republic has requested the High Commissioners to transfer to the Federal Republic the right, title and interest of the High Commissioners in respect of the Proceeds of GARIOA Imports Sub-Account and in respect of the loans or other assistance referred to in paragraphs C and D above, and of any proceeds of sale of GARIOA Assistance heretofore furnished to the Military Governors or the High Commissioners, (for the benefit) of the Occupied Areas, or of the French Zone of Occupation of Germany, which have heretofore been collected but have not yet been deposited in the Proceeds of GARIOA Imports Sub-Account or which shall hereafter be collected for the account of the High Commissioners.

H. The High Commissioners are willing to make such transfer on the terms and conditions hereinafter set forth.

Now, therefore, for and in consideration of the mutual undertakings hereinafter set forth, the parties hereto hereby agree as follows:

i. The High Commissioners hereby assign, transfer and set over to the Federal Republic of Germany all right, title and interest of the High Commissioners in and to:

a. any credit balance existing as of the effective date of this agreement in the Proceeds of GARIOA Imports Sub-Account;

b. any and all proceeds of sale of GARIOA Assistance heretofore furnished to the Military Governors or the High Commissioners, (for the benefit) of the Occupied Areas, or of the French Zone of Occupation, which have heretofore been collected but have not yet been credited to the Proceeds of GARIOA Imports Sub-Account or which shall hereafter be collected for the account of the High Commissioners; and

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called ECA) to release from the Special Account for the French Zone any amounts of Deutsche Mark the release of which would reduce the credit balance in said account below the amount of the then debit balance in the Suspense Account.

F. The Federal Republic of Germany has concluded with the Government of the United States of America an Economic Cooperation Agreement of even date herewith (hereinafter sometimes called the Bilateral Agreement of 1949). Under said agreement the Federal Republic of Germany is required to transfer to a special account in its name with the Bank Deutscher Laender the balance at the close of business on the effective date of the Agreement in the Special Account for the French Zone.

G. The High Commissioner has succeeded to all the rights and obligations of the Commander-in-Chief under the Bilateral Agreement of 1948 and in respect of the aforementioned accounts with the Bank Deutscher Laender.

H. The High Commissioner is prepared, on the terms and conditions hereinafter set forth, to transfer to the Federal Republic of Germany the credit balance in the Special Account for the French Zone, but only if the Federal Republic of Germany shall assume all obligations of and full responsibility for claims against the Commander-in-Chief or the High Commissioner which may now exist or hereafter arise in connection with transactions entered into pursuant to or in carrying out the Bilateral Agreement of 1948. Now, therefore, for and in consideration of the mutual undertakings hereinafter set forth, the parties hereto hereby agree as follow:

1. The High Commissioner hereby assigns, transfers, and sets over to the Federal Republic of Germany all right, title and interest of the High Commissioner in and to any and all amounts standing to the credit of the High Commissioner in the Special Account for the French Zone and in and to any and all proceeds of sale of imports heretofore furnished to the High Commissioner by the Government of the United States under the Bilateral Agreement of 1948 which have heretofore been collected but have not yet been deposited in the Special Account for the French Zone, or which shall hereafter be collected for the account of the High Commissioner. The High Commissioner further undertakes to furnish to the Government of the Federal Republic the information required to establish an exact accounting statement of all assets, including accounts receivable, and all liabilities, contingent or otherwise, resulting from operations under the Bilateral Agreement of 1948.

2. The Federal Republic of Germany hereby assumes all obligations of and full responsibility for claims against the Commander-in-Chief and the High Commissioner which may now exist or hereafter arise connection with transactions entered into pursuant to or in carrying out the Bilateral Agreement of 1948, and agrees to take appropriate measures to liquidate the suspense account as soon as possible, and the Federal Republic of Germany hereby agreed to indemnify and save harmless the High Commissioner from and against any claims or liabilities whatsoever arising out of or in connection with Special Account for the French Zone and the Suspense Account.

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AGREEMENT BETWEEN THE FRENCH HIGH COMMISSIONER FOR GERMANY AND THE FEDERAL REPUBLIC OF GERMANYECA ACCOUNTS

AGREEMENT dated 15 December 1949, between FRENCH HIGH COMMISSIONER FOR GERMANY (hereinafter sometimes called the High Commissioner), party of the first part, and the FEDERAL REPUBLIC OF GERMANY, party of the second part.

WHEREAS:

A. The Government of the United States of America and the French Commander-in-Chief in Germany (hereinafter sometimes called the Commander-in-Chief), acting on behalf of the French Zone of Occupation in Germany, on 9 July 1948, concluded an Economic Cooperation Agreement (hereinafter sometimes called the Bilateral Agreement of 1948), a copy of which has been delivered to the Federal Republic of Germany.

B. Section 2 of Article IV of the Bilateral Agreement of 1948 provides that the Commander-in-Chief will establish a special account in the Landeszentralbank of Baden at Freiburg in the name of the Commander-in-Chief and will make certain deposits in Deutsche Mark in said account, including deposits of amounts in Deutsche Mark commensurate with the indicated Dollar cost to the Government of the United States of America of commodities, services and technical information made available to the French Zone of Occupation of Germany under the authority of the Economic Cooperation Act of 1948.

C. In accordance with said Section 2 the Military Governors in due course established a special account in the Landeszentralbank of Baden at Freiburg in the name of the French Commander-in-Chief, which account has now been transferred to the Bank Deutscher Laender (hereinafter sometimes called the Special Account for the French Zone). Pursuant to the provisions of Section 6 of Article IV of the Bilateral Agreement of 1948, the Commander-in-Chief might draw upon the balance in the Special Account for the French Zone remaining after certain amounts in Deutsche Mark had been made available out of any balances in said account in accordance with the provisions of Sections 3, 4 and 5 of Article IV of the Bilateral Agreement of 1948, but only for such purposes as might be agreed from time to time with the Government of the United States of America.

D. In accordance with the aforementioned provisions of the Bilateral Agreement of 1948, the Commander-in-Chief from time to time made deposits in Deutsche Mark in the Special Account for the French Zone and withdrew from said account amounts in Deutsche Mark as provided in said Agreement.

E. The amounts required to be transferred from time to time into the Special Account for the French Zone pursuant to the Bilateral Agreement of 1948 have exceeded the amounts actually deposited in said account. Pursuant to a letter dated 17 August 1949 from the Commander-in-Chief to the Bank Deutscher Laender the accumulated excess as of that date, amounting to DM 123,000,000 was debited to an account in the Bank Deutscher Laender known as "French Zone Suspense Account" (hereinafter sometimes called the Suspense Account). By said letter the Commander-in-Chief agreed with Bank Deutscher Laender that they would not request the United States Economic Cooperation Administration (hereinafter sometimes

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COPYAGREEMENT ON TREATMENT OF GERMAN-OWNED PATENTS
15 Dept of State Bulletin, 1946, pp. 300-301

ACCORD

London Agreement
July 17, 1946

The Governments on whose behalf the present Accord is signed:

Desiring to make arrangements with regard to former German-owned patents in their possession or control:

Have agreed as follows:

Article 1

Subject to the provisions of the following Articles, each Government, party to this Accord, undertakes that all former wholly German-owned patents, issued by it and in its possession or control under the general law and regulations relating to German-owned property, which have not ceased or been dedicated to the public, shall be dedicated to the public or placed in the public domain, or continuously offered for licensing without royalty to the nationals of all Governments, parties to this Accord.

Article 2

In cases where a Government, party to this Accord, makes available by the grant of licenses or otherwise to its own nationals rights under patents in which there was formerly a German interest (other than the patents specified in Article 1), such rights shall be made available to the nationals of all Governments, parties to this Accord, on the same terms as to the nationals of that Government.

Article 3

Subject to the provisions of Article 4, all licenses granted in accordance with Article 1 and, in cases where the Government is not prevented by the terms of the patent, license or other right which it acquires, all licenses granted in accordance with Article 2 shall include the right to practice and exercise the inventions claimed in the patents, and to make, use and sell the products of the inventions regardless of where such products are manufactured.

Article 4

The provisions of Articles 1 and 2 shall be subject to the right of each Government to take appropriate measures to protect and preserve proprietary, license or other rights or interests in such patents which have been before the 1st August, 1946, lawfully granted to or acquired by any non-German. An exclusive license granted before the 1st August, 1946, may be protected by declining to grant any new license during the period of such exclusive license, and a non-exclusive license may be protected by imposing on new licensees the same terms as those imposed on the existing licensee.

Article 5

This Accord shall come into force on the date of its entry into force. For the purposes of the Accord, each Government may treat as non-German-owned those patents, or interests in patents, belonging to persons in special classes (such as Germans residing outside Germany, German refugees, etc.) whose property that Government has exempted or may in the future exempt from its general law and regulations relating to German-owned property.

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Article 6

In order to carry out the purpose of this Accord and to provide for the interchange of information through a central office, the Government of the French Republic will provide facilities for receiving and disseminating reports from Governments, parties to this Accord, and for notifying these Governments of matters of common interest under this Accord.

and so all Governments shall be entitled to become a party to this Accord under the provisions of Article 7.

Each Government, party to this Accord, shall furnish as soon as possible to the central office referred to in Article 6, for transmission to the other Governments, parties to this Accord, a list of all former wholly or partly German-owned patents which are not available to the nationals of these Governments by way of dedication or royalty-free licenses, together with a schedule of the licenses and of non-German interests existing under or in those patents. In addition, the Governments, which can conveniently do so, shall furnish a list of all such patents still in force which are licensable on a royalty-free basis and of all such patents as have ceased or been dedicated to the public.

Article 8

The present Accord shall remain open for signature in London on behalf of any Government represented at the Conference in London until the 31st December, 1946. The Government of the United Kingdom shall notify to all other Governments represented at the Conference the names of the Governments on whose behalf the Accord has been signed.

Article 9

The Government of any other member of the United Nations, or of any country which remained neutral during the second World War, may become a party to this Accord by notifying the Government of the United Kingdom of its acceptance thereof before the 1st January, 1947. The Government of the United Kingdom shall inform all Governments represented at the Conference in London on German-owned patents, or which have accepted this Accord under this Article, of all acceptances so notified.

Article 10

Any Government, party to this Accord, may extend the Accord to any of its colonies, overseas territories, or to any territories under its protection or jurisdiction or which it administers under mandate, by a notification addressed to the Government of the United Kingdom.

The Government of the United Kingdom shall inform all other Governments, party to this Accord, of any notification which it receives under this Article.

Article 11

This Accord shall come into force as soon as it has been signed or accepted by the Governments of the French Republic, the United Kingdom, the United States of America and of four other countries.

IN WITNESS WHEREOF the undersigned duly authorized thereto have signed the present Accord.

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EXTRADITION OR TRANSFER OF GERMAN-OWNED PATENTS
TO Party of People's Republic of China, CCP. NO. 301

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DONE in London this 27th day of July, 1946, in English and French, both texts being equally authentic, in a single copy which shall remain deposited in the archives of the Government of the United Kingdom. The Government of the United Kingdom shall transmit certified copies of this Accord to all Governments represented at the Conference in London on German-owned patents and to all Governments entitled to become a party to this Accord under the provisions of Article 9.

ARTICLE I

For the Government of the French Republic

That each of the signatories of the following articles, each Government by and through its plenipotentiary, shall accept the present article and give it the force of law and has jurisdiction to administer and regulate the several laws and regulations relating to German-owned patents and inventions throughout the entire territory of the Republic.

For the Government of the Netherlands

That each of the signatories of the present article shall accept the present article and give it the force of law and regulations relating to German-owned patents and inventions throughout the entire territory of the Netherlands.

For the Government of the United Kingdom

That each of the signatories of the present article, namely HAROLD L. SAUNDERS and B. G. CREWE, shall accept the present article, make it available by the Royal Society of Inventors and Patentees and the Royal Society of Arts, and promulgate by the Council of the Royal Society of Inventors and Patentees and the Royal Society of Arts, all regulations necessary to effectuate the same.

For the Government of the United States of America

That each of the signatories of the present article, namely CASPER W. COMS, shall accept the present article and give it the force of law and regulations throughout the entire territory of the United States.

ARTICLE II

Subject to the provisions of Article I and II shall be granted to each signatory of the present article, the right to issue and grant patents and to regulate the same in accordance with the laws and regulations of the signatory. Each signatory shall have the right to grant such patents as may be granted by the signatory by this instrument. In case a signatory grants a patent or registers by this instrument, it may do so without the consent of another signatory. Each signatory shall have the right to grant to anyone any such license, either in the name of the signatory or in the name of a particular signatory, as may be authorized by the signatory or by the signatory and another signatory as signatory to the present instrument.

ARTICLE III

The signatories of Articles I and II shall be granted to each signatory of the present instrument the right to register and grant to others in their respective countries, licenses or other rights to use and practice any process or device which may be granted by any signatory of the present instrument. Each signatory shall have the right to grant such licenses or other rights as may be granted by any signatory by this instrument. In case a signatory grants a license or other right to another signatory, it may do so without the consent of another signatory. Each signatory shall have the right to grant to anyone any such license, either in the name of the signatory or in the name of a particular signatory, as may be authorized by the signatory or by the signatory and another signatory as signatory to the present instrument.

ARTICLE IV

For the purpose of this article, signatory means any signatory to the present instrument. The signatory may be a government, corporation, individual or corporation for general or limited purposes, or any other organization or corporation, which may be registered under the laws of the signatory or any other country.

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By SDM NARA Date 1918199RG 466 Entry HICOG
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HICOG BONN

2047

January 23, 1952

AIR POUCH JAN 24 1952

DEPT A-253, January 5, 1952

Status of Patent Agreement of 1909 between the United States
and Germany

The Foreign Office has informed us that the Federal Republic considers the Patent Agreement of February 23, 1909 between the United States and Germany as in suspense at the present time, and hence, that the Working Provision of the Agreement is inoperative.

The Foreign Office knows of no recent cases where compulsory licensing or withdrawal of patent against an American patent holder has taken place. Apparently such actions are rarely initiated. The German law on the subject of compulsory licenses and withdrawals of patents appears to be as follows:

- "(i) If the holder of a patent refuses authorization for utilisation of the patent by another person who offered to pay proper compensation and to give securities therefor, a license for utilization is to be granted to such person (compulsory license) if the grant is in the public interest and if at least three years expired since the issuance of the patent was published. The license can be limited and it can be made subject to certain conditions.
- "(ii) The patent can be withdrawn—insofar as governmental agreements do not provide otherwise—if the invention is exploited exclusively or mainly outside of Germany. The withdrawal can be demanded only two years after the legal issuance of a compulsory license, but it is required that the issuance of compulsory licenses is not sufficient any more for the public benefit. Those restrictions, however, are not applicable to members of a foreign nation which does not grant mutuality. The transfer of the patent to another person is ineffective inasmuch as it only serves the purpose of escaping the withdrawal." (Benkard, Patent Law, 1936, page 237.)

It will be noted that the real danger to American patent holders is not that a compulsory license might be issued (which is true as regards all patent holders, both German and foreign) but that such patent might be withdrawn, if the invention is exploited exclusively or mainly outside of Germany (see Paragraph (ii) above) in the absence of a provision such as is contained in the Agreement of 1909.

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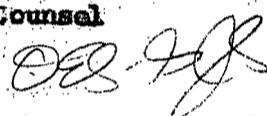
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2 HJC06 BONN 2047

While it seems likely at the present time that German authorities, anticipating that the agreement will shortly again become operative, might take a liberal view toward American patent holders who exploit their patent exclusively or mainly outside of Germany, should a prolonged period ensue with the Agreement in suspense, it would seem that eventually German authorities would be compelled to withdraw the patent.

P. S. Hannaman
Chief, Legal Service Division
Office of General Counsel



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By EDM NARA Date 191199RG 466 Entry HJC06
Gen Records

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AIRGRAM
DEPARTMENT OF STATE

UNCLASSIFIED

339

KING,

BORN.

A-253, Jan. 5, 1952

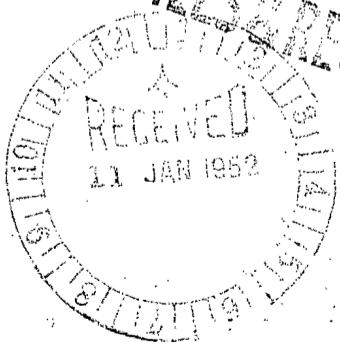
ACTION

Eg. F. & R. Br.

Reference is made to the Patent Convention between the United States and Germany signed February 23, 1909, which provides that working of an invention in the United States by an American citizen holding a patent in Germany shall be deemed equivalent to working in Germany.

The Department would appreciate information as to whether the Federal Republic considers the above working provision of the convention presently operative. Has the Federal Republic invoked compulsory licensing against any American patent owner or would it do so where the invention is being worked in the United States? The United States has no (RPT no) working provision in its patent law and therefore already affords German citizens benefits reciprocal to those granted American citizens under this agreement. An early reply will be appreciated.

ACMEISON

RETURN TO FILE & RECORDS
have

E&R.B.

CASE # 1-11-50	
ACTION on this correspondence should be completed by 31 Jan 52	
ACTION TAKEN	
Deposited 2047 - Jan 23 dhd Initials	

L/CER/JSS/110-98 1-4-52

L/T - Revers
(by phone)BBT - WIRusch
(by phone)

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flimsy copies before delivery to Airgram Section, Telegraph Branch.

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E:IND - Mr. P. S. Nevin

June 5, 1951

E:IND - C. G. Eaves

If the treaty were revitalized as at the initial stage above, it would be agreed that the present arrangements for the free use of transport by Allied personnel, both the military route by Army personnel except in

Treaty of Friendship, Commerce and Consular Rights between the United States and Germany.

The following comments are made with regard to transport:

1. Points in treaty which are in contradiction to HICOM policies in transport:

a. Article I, paragraph 2 provides that "the nationals of either High Contracting Party within the territories of the other shall not be subjected to the payment of any internal charges or taxes other or higher than those that are exacted of and paid by its nationals". This would rule out the present concessional rates for rail travel granted to Occupation Personnel and the free travel privilege on urban transport granted to Military Personnel. It would further imply that Allied Forces must pay rates which include the German transportation tax, whereas the present rates exclude the transportation tax element.

b. The last paragraph of Article I provides that the property of nationals of the contracting parties shall not be taken without due process of law and without payment of just compensation. This would interfere with the treatment as captured enemy material of certain transport equipment used by the former German Armed Forces. It would further seem to prejudice the use without payment of compensation, of rolling stock and other transport equipment belonging to the German Bund, the Laender or sub-divisions and subsidiaries thereof, or the former German Reich, or Reich-owned corporations.

c. Article VIII restates the principle of domestic charges with regard to internal taxes, transit duties and warehouse charges. As outlined under a. above, this is inconsistent with present HICOM policy.

d. Article XVI lays down the principle of national treatment for transit traffic. This would equally eliminate the more favorable treatment which the Allied Forces and the members of the Allied Forces are presently enjoying.

2. Reservations or modifications thought necessary to the present form of the treaty:

It would be necessary to insert a general clause to the effect that any provisions of the treaty which are inconsistent with the Occupation Statute, existing Allied High Commission legislation or intergovernmental agreements to which the U.S. Government is presently a party, shall be deemed to be ineffective.

315991

Transport Registry
320-1113

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Box 6

-2-

3. Overall advantage or disadvantage of revalidation of the treaty:

If the treaty were revalidated with the modification shown under 2., it would have no practical significance in the field of transport, it would, however, have the undesirable result to draw German attention to the advantages now enjoyed by the Allied Forces in the field of transport.

The following questions are asked which require the following answers:

Is there any treaty which has been submitted to the Foreign Office?

2. Article 2, paragraph 2 provides that "the modification of the existing Treaty of Transport shall affect only the arrangements of the rates which are now or will be agreed for the payment of any fares which are to be paid by the parties to the present Convention of which the rate of exchange between the two principal currencies named in article 2, namely, the U.S. dollar and the German mark, is to be fixed by the two governments in accordance with their mutual agreement." The question is whether the present arrangement, which is to be found in the present modification, is to be regarded as a modification of the present arrangement, or whether it is to be regarded as a new arrangement.

3. The last paragraph of article 2 provides that "the arrangement of the existing article 2, paragraph 2, relating to the fixing of the rates of exchange between the two principal currencies named in article 2, namely, the U.S. dollar and the German mark, is to be regarded as a modification of the present arrangement, if the two governments agree to fix the rates of exchange between the two principal currencies named in article 2, namely, the U.S. dollar and the German mark, in accordance with the present arrangement, or if they do not agree to fix the rates of exchange between the two principal currencies named in article 2, namely, the U.S. dollar and the German mark, in accordance with the present arrangement."

4. Article 2, paragraph 2, provides that "the arrangement of the existing article 2, paragraph 2, relating to the fixing of the rates of exchange between the two principal currencies named in article 2, namely, the U.S. dollar and the German mark, is to be regarded as a modification of the present arrangement, if the two governments agree to fix the rates of exchange between the two principal currencies named in article 2, namely, the U.S. dollar and the German mark, in accordance with the present arrangement."

5. Article 2, paragraph 2, provides that "the arrangement of the existing article 2, paragraph 2, relating to the fixing of the rates of exchange between the two principal currencies named in article 2, namely, the U.S. dollar and the German mark, is to be regarded as a modification of the present arrangement, if the two governments agree to fix the rates of exchange between the two principal currencies named in article 2, namely, the U.S. dollar and the German mark, in accordance with the present arrangement."

6. Article 2, paragraph 2, provides that "the arrangement of the existing article 2, paragraph 2, relating to the fixing of the rates of exchange between the two principal currencies named in article 2, namely, the U.S. dollar and the German mark, is to be regarded as a modification of the present arrangement, if the two governments agree to fix the rates of exchange between the two principal currencies named in article 2, namely, the U.S. dollar and the German mark, in accordance with the present arrangement."

7. Article 2, paragraph 2, provides that "the arrangement of the existing article 2, paragraph 2, relating to the fixing of the rates of exchange between the two principal currencies named in article 2, namely, the U.S. dollar and the German mark, is to be regarded as a modification of the present arrangement, if the two governments agree to fix the rates of exchange between the two principal currencies named in article 2, namely, the U.S. dollar and the German mark, in accordance with the present arrangement."

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By SDM NARA Date 19/8/99RG 466 Entry HICOG
Gen. Records

Box 6

C.O.P.Y.

In reply refer to
JS:mtlDEPARTMENT OF JUSTICE
OFFICE OF ALIEN PROPERTY
WASHINGTON 25, D. C.

October 29, 1951

Geoffrey W. Lewis
Deputy Director, Bureau of German Affairs
Department of State
Washington 25, D. C.

Dear Mr. Lewis:

Reference is made to your letter of October 10, 1951, requesting that I confirm that the language of Article 2 of the draft agreement for the restoration of the 1923 Treaty of Friendship, Commerce, and Consular Rights between the United States and Germany is agreeable to the Department of Justice.

Paragraph (a) of the proposed Article 2, which covers the subject of vesting of German property under the provisions of the Trading With the Enemy Act (50 U.S.C. App. 1 et seq.), reads as follows:

"Any property or interest which, prior to January 1, 1947 was subject to vesting or seizure under the provisions of the Act of the Congress of the United States known as the Trading with the Enemy Act of October 6, 1917, as amended, or which has heretofore been vested or seized under that Act (including present or future income from, accruals to, or proceeds of any such property or interest), shall continue to be subject to the provisions of that Act in the same manner and to the same extent as if the present Agreement were not made; and the coming into force of the present Agreement shall not alter the status under that Act, as such status existed immediately prior hereto, of Germany or of any person with respect to any such property or interest."

This Office is of the view that the proposed language adequately protects the rights of the United States with respect to vested or vestible German assets and the incorporation of this provision in the proposed agreement with the Government of the Federal Republic of Germany is agreeable.

In addition to the above provision, I am of the opinion that a modification of Article IV of the 1923 Treaty would be of benefit to the United States. In Clark v. Allen, 331 U.S. 503 (1947), the Supreme

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Box 6

-2-

Court held that the second paragraph of Article IV "does not cover personality located in this country and which an American undertakes to leave to German nationals." This holding has led to a heavy volume of litigation in states, such as California, whose laws condition the right of a foreign national to inherit property upon the existence of reciprocal rights of inheritance on the part of United States citizens under the laws of the nation of which such national is a citizen. In those states, the Office of Alien Property has in each case been required to prove the existence of reciprocal rights of inheritance under German law as a condition precedent to the establishment of its rights to take personal property vested from German heirs of non-German decedents.

It is suggested, therefore, that the second paragraph of Article IV of the Treaty be modified so as to cover the right of the nationals of either country to dispose of and succeed to personal property located within the territory of the other country regardless of the citizenship of the person disposing of the property. It is believed that this purpose could be accomplished by a re-drafting of the second paragraph of Article IV to read as follows:

Nationals of either High Contracting Party may have full power to dispose of their personal property of every kind within the territories of the other by testament, donation, or otherwise; and nationals of either High Contracting Party, whether resident or non-resident, shall succeed by testament, intestacy, donation, or otherwise to personal property of every kind within the territories of the other, and may take possession thereof, either by themselves or by others acting for them, and retain or dispose of the same at their pleasure subject to the payment of such duties or charges only as the nationals of the High Contracting Party within whose territories such property may be or belong shall be liable to pay in like cases.

Sincerely yours,

/s/ Harold I. Baynton
 Harold I. Baynton
 Assistant Attorney General
 Director, Office of Alien Property

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Authority NN 0 957577By EDM NARA Date 19/1/99RG 466 Entry HJC06
Gen. Records

Box 11

14/2/57

ALICE MEMOIRE

Immunities and privileges which the Protocol Office of the Federal Ministry for Foreign Affairs, German Federal Government, states are afforded or can be afforded Embassies and Consulates and their personnel in the Federal Republic in accordance with the international practice and law or in application of existing German laws.

* The term "personnel" as used in this paper shall be held to mean: The Ambassadors, the non-German members of their staffs and, unless otherwise specified, their dependents.

1. Premises of Embassies and residences of Ambassadors are inviolable. The right of giving asylum to political persecutes and other individuals who are not under criminal prosecution is recognized.
2. Embassies have the right to place over their outer doors the shield bearing the arms of their State and to hoist the flag of their country over their offices and official residences.
3. The official property and assets of Embassies, wherever located and by whomever held, are immune from search, requisition, confiscation, expropriation, and any other form of interference, whether by executive, administrative, judicial or legislative action.
4. Embassies, their agents, income and other property, are:
 - a. exempt from all direct taxes whether federal, land, or municipal;
 - b. exempt from customs duties and prohibitions and restrictions from imports and exports in respect of articles imported or exported by Embassies for their official use.
5. Embassies have the right to rent, acquire and dispose of movable and immovable property for their official requirements. These transactions are not subject to taxation.

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By SDM NARA Date 19/8/99

RG 466 Entry HICOG
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Box 11

* 2 *

6. Embassies are exempt from any form of currency restrictions. Embassies and Consulates may maintain in accounts in any bank of the Federal Government and foreign currency accounts in German Foreign Trade banks.
 7. The archives of Embassies and all their official documents are inviolable, whenever located and by whomsoever held.
 8. The mail of Embassies is not liable to censorship, search, or any other form of control.
 9. Diplomatic couriers are immune from arrest or detention, from search of their persons and from inspection of any official documents they may carry.
 10. Embassies have the right to use codes and ciphers.
 11. Embassies are afforded priority at special rates for internal as well as for international telephone calls and telegrams.
 12. The use by Embassies of internal telephone lines joining international circuits is guaranteed. (The subject of charges is a matter for discussion by the appropriate authorities of the interested parties).
 13. Embassies have the right to maintain internal and external radio communications, subject to the registration of transmitter sets and payment of license fees.
 14. Immunity from Legal Process.
 - a. Personal inviolability of Embassy personnel is recognized.
 - b. If properly identified, this personnel are not subject to search or arrest by German authorities. German authorities may however apprehend Embassy personnel:
 - 1) In flagrante delicto for the commission or attempted commission of an offence involving serious injury to person or property;
 - 2) For acts of espionage, treason, or subversion; or for acts of incitement of rebellion and sedition; or for acts of espionage, treason, or subversion, or for acts of rebellion and sedition, if such acts are directed against the Federal Government, the Federal Republic of Germany, or the Federal Chancellor.
- 315936

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By SDM NARA Date 19/8/99RG 466 Entry HICOG
Gen Recs

Box 1

S. P. 51
OFFICE OF INFORMATION COMMISSIONER FOR GERMANY

May 8, 1951/Radium 272

Beziehungen

hatte.

jetzt wieder
Besatzungszon

Legal Proceedings against Harald Bieling

Landeshaus, February 13, 1951.

Wiesbaden,

June 8, 1951.

Dear Dr. Kant:

Attached file related to a request by the Polish authorities for the extradition of Harald Bieling, in connection with war crimes committed in Poland, is transmitted to you for forwarding to the appropriate German court in order to enable prosecution of the accused under German law for his alleged offenses.

An examination of the file indicates that Bieling, as driver of a vehicle at Lodz, is alleged to have participated in carrying many Jewish Poles from the Ghetto to extermination camps. Further, he is accused of mistreating many persons and looting them of money and other valuables.

It is requested that this office be kept informed of action taken by the German court in this matter.

Sincerely yours,
 That, in order to assist you in your efforts to extradite Bieling, I am enclosing hereto a copy of the file relating to the matter. Please advise me of any developments concerning the progress they are making in connection with this case. A copy of such reports should be forwarded to this office for information.

Stanley H. Gaines
Chief
Legal Affairs Division

Enclosure: Harald Bieling.

File regarding
extradition of
Harald Bieling.

Ministerialdirektor Dr. Kant,
Ministry of Justice for Hesse,
Wiesbaden.

LCH/LA:SHGaines/ig
June 8, 1951
Tel: 340, 341

315997

Yours sincerely,
G. PUTTEVELLS. Vice-Consul

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By EDM NARA Date 19/1/99RG 466 Entry HICOG
Gen. Records

Box 1

OFFICE OF THE U.S. HIGH COMMISSIONER FOR GERMANY

OFFICE MEMORANDUM

LCH/LA - Mr. Gaines

Date: February 13, 1951.

CC: AJ Div. - Mr. Rintels *JMK*

Criminal Proceedings against Harald BIELING

The attached file related to a request by the Polish Authorities for the extradition of the above subject in connection with war crimes he is alleged to have committed in Poland. The HICOG Extradition Board has denied the application for extradition.

Although extradition has been denied, it is believed that this matter should be referred to the appropriate German authorities in Hesse, where the accused now is located, with a view towards their investigating the case and prosecuting the accused under German law for the offenses he is alleged to have committed.

An examination of the file indicates that Bieling, as a driver of a vehicle at Lodz, is alleged to have participated in carrying many Jewish Poles from the Ghetto to extermination camps. Further he is accused of mistreating many persons and looting them of money and other valuables.

In view of the serious nature of the alleged offenses this Office suggests that, in turning this matter over to the German authorities, you should require them to keep you appropriately advised as to the action they are taking in the matter together with the furnishing of periodic reports in duplicate concerning the progress they are making in connection with the case. A copy of such reports should be forwarded to this Office for our information.

Enclosure:

File Harald BIELING.

ABirnkrant/im
Tel. 7889

315998

Yours sincerely,
G. PUTTEVELS Vice Cons

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Authority NND 957577
By SDM NARA Date 191899RG 466 Entry HICOG
Gen. Records

Box 11

Central File #4533c FA
EKL:emFrankfurt, Germany
Office of General Counsel
HICOG Extradition Board

December 22, 1950.

Mr. Harold Bieling,
Lauterbach/Oberhessen,
Obergasse 22.

Sir:

The Polish request of February 23, 1948 for the extradition of Harold Bieling was considered by the HICOG Extradition Board at its 35th meeting held on December 8, 1950.

I herewith advise you that the HICOG Extradition Board has denied the request for extradition.

Very truly yours,

HICOG Extradition Board

By _____
PresidentENCLAGE/EM
Telephone 7808
December 22, 1950

315999

Yours sincerely,
G. PUTTEVELS. Vice Consul

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Authority NND 957577
By SDM NARA Date 19/1/99

RG 466 Entry HICOG
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Box 1

Central File #4533c
EKL:em

Frankfurt, Germany
Office of General Counsel
HICOG Extradition Board

December 22, 1950.

Office of the Chief Attorney
-13a-Nuernberg,
110 Fuertherstrasse
Palace of Justice.

Sirs:

We herewith advise that the request of the Polish Government
for the extradition of Harald Bieling has been denied.

Very truly yours,

HICOG Extradition Board

By _____

President

E.Klange/ex
Telephone 7805
December 22, 1950

316000

Yours sincerely
G. PUTTEVELS. Vice

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By SDM NARA Date 19/11/99RG 466 Entry HICOG
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Box 1

Central File #4533d FA

16 Frankfurt, Main
 Headquarters Building
 Office of General Counsel
 Administration of Justice Division

January 11, 1951.

Polish Military Mission,
 Berlin W-15,
 Schlusterstrasse 42.

Sir:

Reference is made to your letter of December 16, 1950,
 concerning Harald Bieling, your file No. Rep.107/47-2049/50
K/B.

We attach a copy of a letter forwarded to you concerning
 Harald Bieling dated December 8, 1950, in which you were
 advised that extradition of Harald Bieling has been denied.

Very truly yours,

HICOG Extradition Board

By _____
President

Enclosure:

Copy of letter
re Harald Bieling.GC:AJ:WKLange/rh
Tel: 7805

316001

Yours sincerely,
G. PUTTEVILS. Vice Co.

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Authority NND 857577
By SDM NARA Date 19/3/99RG 466 Entry HICOG
Gen. Records

Box 4

AIRGRAM
DEPARTMENT OF STATEFiles + Records*[Signature]**Eg. F. & R. BR.*

HICOG,

BONN.

A-688 Feb. 29, 1952

3494

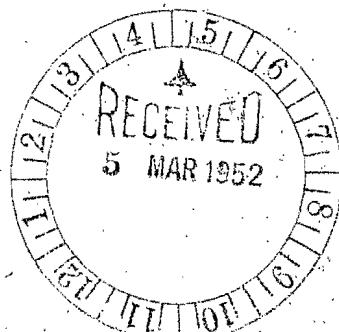
McCloy for Wilson, USDEL, IAR.

Please inform Secretariat that the sum of \$34,503.54, representing the balance of the contribution due by the United States Government toward the budget of the International Authority for the Ruhr for its financial year 1951/1952, has been deposited with the Chase National Bank, New York City, to the account of the IAR.

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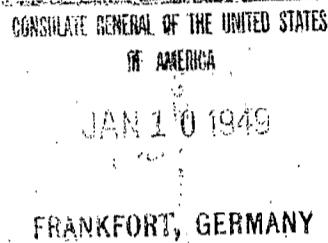
Landeszentralbank von Hessen
HAUPTSTELLE FRANKFURT(MAIN)⑩ FRANKFURT (MAIN), den
Mainzer Landstraße 10

7.Januar 1949.

Giro La/R.

Postscheckkonto Frankfurt (Main) Nr. 20
Fernruf Nr. 70181

An das
 Amerikanische Generalkonsulat.
 -Abteilung Buchhaltung-
 Frankfurt a. Main
 Bockenheimer-Anlage 11



Am 26.7.48 übermittelten wir Ihnen folgendes Schreiben:

„Betr.: Hinterlegung von Bargeld gem. § 22 b des Währungsgesetzes.
 Ihre Altgeldablieferung vom 24.6.48.“

Im Auftrage der Alliierten Bankkommission, Frankfurt/Main, haben wir für das Amerikanische Generalkonsulat in Frankfurt/Main ein Girokonto Nr. 4/91 Amerikanischen Generalkonsulat -Anderkonto Frankfurt/M. eröffnet.

Die abgelieferten Beträge haben wir gemäss Art.2 (4) des Währungsgesetzes Nr.63 umgewandelt, und zwar für je 10 Reichsmark 1 Deutsche Mark und gemäss Art.26 des Gesetzes Nr.63 gesperrt.

Die Verteilung der umgewandelten DM-Beträge ist wie nachstehend vorgenommen worden:

eingezahlter RM Betrag	zu Gunsten von	umgewandelt 10 zu 1	Festkonto DM	Freikonto je 50%
200 000.-	T. Francisco, Medina früher Minister v. Nicaracua, Berlin,	20 000.--	10 000.--	10 000.-
412.55	Joaquin Quijano Mantilla, früher Generalkonsul v. Kolumbien, Berlin,	41.26	20.63	20.63
561.--	Legationskanzler Latuf, früher bei der Legation v. Kolumbien, Berlin,	56.10	28.05	28.05
750.--	Aydin Aslan, Hamburg, türkischer Staats- angehöriger	75.--	37.50	37.50
4 500.--	von Hikmet Naci Hatiboglu, früher türk. Konsul in Wien	450.--	225.--	225.--
44 000.--	Ismail Okday, früher türk. Generalkonsul in Wien	4400.--	2200.--	2200.--
1 040.--	Mehmet Arif Ulug, türk. Staatsangehöriger	104.--	52.--	52.--
1 040.--	Mrs. Turan Ulug, München-Planegg, Pasingerstr. 15/1, türk. Staatsangehöriger	104.--	52.--	52.--

Über dieses Girokonto darf nur mit Einverständnis des Amerikanischen Generalkonsulates nach Freigabe durch die Militärregierung verfügt werden.“

Nach Uebertrag der Beträge auf Freikonto betrug der Saldo

des

316003

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Authority NND 957577
 By EDM NARA Date 19/1/99

RG 466 Entry HJC06
 Gen. Records

Box 4

des Anderkontos am 27.Juli 1948 DM 12 615.18. Der gleiche Betrag war auf Festkonto gestellt.

Nach dem Gesetz Nr.65 § 1 ist für Festkonten folgende Regelung getroffen worden:

7/10 der Festkonten werden gestrichen,

2/10 " " frei verfügbar,

1/10 " " langfristige Anlagen.

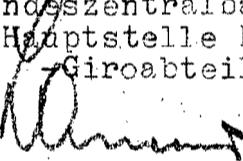
Danach haben wir auf Ihr bei uns geführtes Festkonto für langfristige Anlagen 1/10 des Festkontos DM 1 261.52 gestellt. Dieser Betrag ist ab 21.6.48 mit 2½ % zu verzinsen. Die Zinsen haben wir am 31.12.48 mit DM 16.56 dem Anderkonto gutgeschrieben. 2/10 des Festkontos mit DM 2 523.04 haben wir am 6.1.49 auf Anderkonto vergütet. Danach beträgt jetzt der Saldo auf Anderkonto

DM 15 154.78.

Die Kontoauszüge vom 27.7.48 und 6.1.49 sind beigelegt.

Aus der anliegenden Aufstellung wollen Sie die Verteilung auf die einzelnen Begünstigten ersehen.

Landeszentralbank von Hessen
 Hauptstelle Frankfurt/M.
 Giroabteilung

i.V.  i.V.

Anlagen!

Längsguth Wünschmaßen

316004

Anlage zum Schreiben des Amerikanischen Generalkonsulats Frankfurt/Main
vom 7.Januar 1949

eingezahlter RM-Betrag	zu Gunsten von	Freibetrag	20% vom Festkonto	2½% Zinsen	Insgesamt	Ausserdem ein Gut- haben auf Festkonto für langfristige Anlagen
200 000.--	T.Francisco, Medina früher Minister von Nicaracula, Berlin,	10 000.-	2 000.-	13.12	12 013.12	1 000.-
412.55	Joaquin Quijano Mantilla, früher Generalkonsul v. Kolumbien	20.63	4.13	-,03	24.79	2.07
561.--	Legationskanzler Latuf, früher b.d. Legation v.Kolumbien, Berlin.	28.05	5.61	-,04	33.70	2.80
750.--	Aydin Aslan, Hamburg, türkischer Staatsan- gehöriger	37.50	7.50	-,06	45.06	3.75
4 500.--	von Hikmet Naci Hatiboglu, früher türk. Konsul in Wien	225.--	45.--	-,30	270.30	22.50
44 000.--	Ismail Okday, früher türk. Generalkonsul in Wien	2200.--	440.--	2.89	2 642.89	220.--
1 040.--	Mehmet Arif Ulug, türk.Staatsangehöriger	52.--	10.40	-,06	62.46	5.20
1 040.--	Mrs. Turan Ulug, München-Planegg, Passingerstr. 15/1, türk.Staatsangehöriger	52.--	10.40	-,06	62.46	5.20
					15 154.78	

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By 20m NARA Date 19/1/99RG 466 Entry HICOG
Gef. Klasse

316005

Box 4

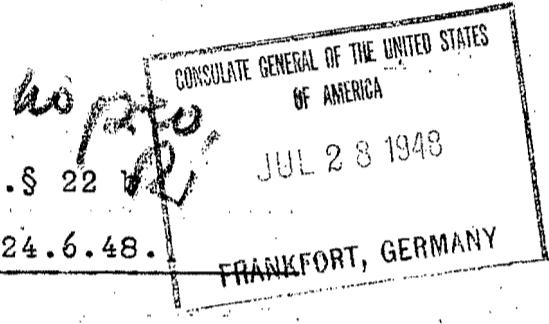
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By SDM NARA Date 19/8/99RG 466 Entry HJC06
Gen. Records

Box 4

Landeszentralbank von Hessen
HAUPTSTELLE FRANKFURT (MAIN)⑩ FRANKFURT (MAIN), den 26. Juli 1.
Mainzer Landstraße 10

Giro La/R.

Postscheckkonto: Frankfurt (Main) Nr. 20
Fernruf Nr. 70181An das
Amerikanische Generalkonsulat
in Frankfurt a. MainBetr.: Hinterlegung von Bargeld gem. § 22
des Währungsgesetzes.
Ihre Altgeldablieferung vom 24.6.48.Im Auftrage der Alliierten Bankkommission, Frankfurt/Main, haben wir
für das amerikanische Generalkonsulat in Frankfurt a.M. ein Girokonto
Nr. 4/91 Amerikanisches Generalkonsulat - Anderkonto Frankfurt/Main

eröffnet.

Die abgelieferten Beträge haben wir gemäss Art. 2 (4) des Währungs-
gesetzes Nr. 63 umgewandelt und zwar für je 10 Reichsmark 1 Deutsche
Mark und gemäss Art. 26 des Gesetzes Nr. 63 gesperrt.Die Verteilung der umgewandelten DM-Beträge ist wie nachstehend vor-
genommen worden:

eingezahlter RM-Betrag	gunsten von	umgewandelt 10 zu 1	Festkonto DM	Freikonto je 50%
200 000.--	T. Francisco Medina, früher Minister v. Nigaragua, Berlin,	20 000.--	10 000.--	10 000.--
412.55	Joaquin Quijano Mantilla, früher Generalkonsul von Kolumbien, Berlin,	41.26	20.63	20.63
561.--	Legationskanzler Latuf, fr.b.d. Legation v. Kolumbien, Berlin,	56.10	28.05	28.05
750.--	Aydin Aslan, Hamburg, türkischer Staatsan- gehöriger,	75.--	37.50	37.50
4 500.--	von Hikmet Naci Hatiboglu, 450.-- früher Konsul in Wien türkischer	225.--	225.--	225.--

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eingezahlter gunsten umgewandelt Festkonto Freikonto
RM-Betrag von 10 zu 1

44 000.--	Ismail Okday, früher türk. Generalkonsul in Wien	4 400.--	2 200.--	2 200.--
1 040.--	Mehmet Arif Ulug türk. Staatsange- höriger	104.--	52.--	52.--
1 040.--	Mrs. Turan Ulug, München-Planegg, Pasingerstr. 15/1, türk. Staatsangehör.	104.--	52.--	52.--

Über dieses Girokonto darf nur mit Einverständnis des
amerikanischen Generalkonsulates nach Freigabe durch die Militär-
regierung verfügt werden.

Landeszentralbank von Hessen
Hauptstelle Frankfurt/M.
Giroabteilung

i.V.

i.V.

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By SDM NARA Date 19/8/99RG 466 Entry HICOG
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- (a) That each National Element will retain financial records and accounts in respect of any external costs incurred by the Agency, and report and account shall be submitted to the **Office of Administration** by all three Governmental Agencies.
- (b) The basic principles outlined above will be applicable to payment of costs incurred by Bipartite or Tripartite agencies within the territory of the Federal Government of in Berlin. The principles will also apply where it is necessary for any of the agencies to establish and operate an office outside the Federal Territory, for example, Frankfurt, and by the **Mr. Ronald Clark, Head Control Group** and **U.S. Chairman**, not proposed by either the Tripartite Agencies or **Combined Steel Control Group**, a travel report will be submitted to the **Duesseldorf, Germany**.

Sir: Multilateral Expenditure

In order to arrive at an equitable distribution of costs paid from currencies other than Deutsche Marks incurred by Bipartite and Tripartite agencies, it is necessary to secure certain information relating to such expenditures.

1. General Principles

- (a) In the course of its meeting on 20th July, 1950, the General Committee charged the responsible American, French and British Directors to solve the problems involved in the distribution of costs for facilities provided in pounds, dollars, francs or currencies other than Deutsche Marks to Bipartite or Tripartite organizations (Item 375 of Document GEN/M(50) 25). The above question has been under discussion on a **Tripartite basis**, and agreement reached in respect of certain basic principles. The principles agreed for future application are as follows:
- (i) That each ally will be entirely responsible for the provision, to its own Element or any designated Tripartite agency, of all items representing external costs, which are divided between the three Elements.
- (ii) That any item that represents an external cost, i.e., types of but which cannot be directly attributed to any Element of the Agency, i.e., items that are provided for the benefit of the Tripartite organization as a whole, shall be divided between the three allies, as far as possible in three equal parts or in any other proportion decided on a **Tripartite basis**.

That each

316008

W/0
Steel Control

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Gen'l Records

Box 4

-2-

- (iii) That each National Element will maintain financial records and accounts in respect of any external costs incurred as in (ii) above. These records and accounts shall be open to audit and examination by all three Governments. It may be agreed that a further letter on this subject be issued to the United Kingdom members and
- (b) The basic principles outlined above will be applicable in respect of costs incurred by Bipartite or Tripartite agencies within the territory of the Federal Government or in Berlin. The principles will also apply when it is necessary for any of the agencies to establish and operate an office outside the Federal territory, for example, facilities established by the Combined Coal Control Group at Antwerp. It should be noted that it is not proposed to disturb the Tripartite Agreement already in force for the Combined Travel Board which accords to the above principles.

2. Unilateral Expenses

Financial arrangements for the provision of facilities to the National Element of any Tripartite agency will be in accordance with procedure laid down separately and details are not required in connection with this letter.

3. Future Tripartite Expenses

- (a) It has been agreed tripartitely that so far as possible the expenses to fall under the principle in para 1(a)(ii) above should be kept to the minimum.
- (b) You are requested to examine this question in conjunction with your colleagues and in consultation with them to prepare an estimate of the external costs of supplies/services covered by paragraph 1(a)(ii) above which are likely to be incurred during the period 1st October, 1950, to 30th September, 1951, in dollars, francs, pounds sterling or any other non-Duitchemark currency.

The estimates should show the supplies/services which it is intended shall be provided by each National Element and be accompanied by a statement of the manner in which your agency considers the external costs should be divided between the three Elements.

The types of expenditure which may arise, and those which should be excluded, are set out in Appendix "A" hereto.

4. Submission of Information

It is requested that you will provide the information called for

above as

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APPENDIX A

above as a matter of urgency and submit your reports to the undersigned by 1 November 1950.

For your information, you are advised that a letter similar to this is being sent to the British and French members of your agency by their respective National Authorities, requesting them also to take action as in para 3 above, and also to submit their reports by 1st November, 1950.

For further information please feel free to call Mr. John

(Mr. John) Tierney (Frankfurt, extension 8807).

Enclosed is a copy of the letter sent to you by the undersigned.
Very truly yours,

Office of the Director of Economic Warfare, 12th Floor, Administration Building,
Department of Defense, Washington 25, D.C.

Office Director of Civil Air Patrol, Office of Civilian Defense, 12th Floor,
Administration Building, Washington 25, D.C. **Theo E. Hall**,
Acting Director
Other enclosures are attached with this letter.
Report forwarded.

The following is a copy of Appendix A:

Appendix A of memorandum received by the undersigned
Directorate.

Distribution Sheet Attached.

316010

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APPENDIX "A"

NOTE ON EXTERNAL EXPENDITURE INCURRED FOR THE BENEFIT OF A
TRIPARTITE AGENCY AND NOT ASSIGNABLE TO ANY ONE ELEMENT

1. The following indicate the types of expenditure, other than those incurred in Deutschemarks, that might be expected to occur under this category: -

(i) Office rents including heating, lighting, cleaning, insurance, repairs and alterations.

(ii) Office expenses such as stationery and other consumable supplies.

(iii) Provision of furniture, fittings and office machinery.

(iv) Other expenses incurred with prior approval of the other Allied representatives.

2. The following types of expenditure are excluded: -

(i) Salaries and allowances of personnel furnished by the respective Governments.

(ii) Telecommunications. In the event of war the governments involved in the establishment of a Tripartite Agency will be responsible for the cost of communications between their respective capitals (Lines 173 of the Annexure II).

The above quantities may vary according to the nature of a Tripartite Agency, and agreement may be made in respect of particular arrangements. The participants reaffirm that internal supplies remain as follows:

(i) Short range airways will be maintained by the visible for the joint use, the cost of flights of over Tripartite Agency, of all short range flights and ground services.

(ii) The cost of long range flights will be apportioned among the participants in proportion to the number of passengers carried. The cost of flights will be divided between the three capitals, as far as possible so that each participant will only have responsibility for one or two capital cities.

Start each

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316012

OFFICE DES SIEQUESTRES

L I E G E

142, Boulevard de la Sauvenière

C. Enr. 2.841/L.83648/MT/JM 10.7.1950

G/Pr.

2. August 1950

Siegestration STOCK & Co., Berlin-Marienfelde.

Unter Beszugnahme auf Ihr Schreiben vom 10.v.Mts. verweisen wir zunächst auf unsere allgemeinen Ausführungen in unserem heutigen Sonder schreiben bezüglich der von uns erfolgten Meldungen unserer Forderungen aus der Kriegszeit an belgische Schuldner.

- 1.) Bezuglich unserer Auseinandinde bei dem Ateliers de Construction de la Meuse S.A., Sclessin-Liège/Belg. teilen wir Ihnen mit, dass es sich hier um unsere Rechnungen vom 5.2. bis zum 12.8.1944 gemäß beifolgenden Auszugs handelt. Wir sind in der Lage, Ihnen beigegebenen auch Abschriften der betreffenden Rechnungen zu überreichen, so dass der Kunde an Hand dieser Unterlagen die Berechtigung unserer Forderung prüfen kann.
- 2.) Ressorts Humblet, Harstal-Liège/Belgien.
 Die offenstehende Rechnung über bfrs. 1.443,- datiert nach den rekonstruierten Konto dieses Kunden von 31.3.1942.
 Eine genaue Anschrift unseres Abnehmers sowie eine Abschrift der Faktura vermögen wir nicht zu geben, da irgendwelche Hinweise auf dem Kontenblatt fehlen.
- 3.) Bei dem Posten von bfrs. 6.403,60, die Firma MOTEURS à FRANCOIS REUWIS, Sté.Ame. SCLESSIN(Liège), betreffend, handelt es sich nicht um eine einzige Rechnung, sondern um unsere Lieferungen vom Jahre 1943 bis zum 21.8.1944, gemäß beifolgenden Kontoauszuges.
 Das Datum der Lieferung im Werte von bfrs. 513,80 lässt sich nicht feststellen, da es sich hier um ein rekonstruiertes Konto handelt.
 Rechnungsabschriften können wir Ihnen geben für die Lieferungen vom 27.1. bis zum 21.8.1944.
 Wie Sie hieraus ersehen, sind auch nach dem Mai 1944 noch Sendungen an unsere Kunden abgefertigt worden.

Wir hoffen, Ihnen mit unseren Angaben gedient zu haben und zeichnen



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By SDM NARA Date 19/1/99

OFFICE DES SECUESTRES

142, Boulevard de la Saufenière
Liège / Belgien.

C.Ern.2.841/L.82390/MT/JM 13.6.50

G/Pr.

2 August 1950.

SECESTRATION Stock & Co., Berlin-Marienfelde.

Unter Bezugnahme auf Ihr Schreiben vom 13.6.50 sowie unseren Brief vom 21.Juni 1950, teilen wir Ihnen nach Prüfung der Konten der Firma Ateliers Hubert R a s k i n , Angleur/Belgien mit, dass sich unsere Forderungen gemäß beifolgender Auszüge auf bfrs. 135.809,70 und EM 1.337,95 stellen.

Die Summe in belgischer Währung erhöht sich gegenüber unserer Anmeldung um bfrs. 1.000,-, da im Konto bei der Rechnung vom 14.3.44 dem Buchhalter ein Schreibfehler unterlaufen ist.

Für die Fakturen vom 27.1. bis zum 21.8.1944 in belgischer Währung und für die Rechnungen vom 17.4. und 28.6.44 in deutscher Währung geben wir Ihnen beigeschlossen Abschriften.

Wir hoffen, dass es Ihnen an Hand dieses Materials möglich sein wird, die Angelegenheit weiter zu klären.

Hochechtungsvoll!



316013

4

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By SDM NARA Date 19/09/99

Etablissements
G. Matthey
Brüssel
36, Rue Callot

compt.LF/JR 14.7.50

G/Pr.

2 August 1950

Wir bestätigen den Empfang Ihres Schreibens vom 14.v.Mit. und teilen Ihnen daraufhin mit, dass wir tatsächlich dem Office des Sequestres die von Ihnen angegebenen beiden Rechnungen

27.1.1944	bfrs. 4.757,10
21.2.1944	" 175,05
	bfrs. 4.912,15

geneldet haben. Anschließend hat Ihnen die Kanzlei nur die Gesamtsumme aufgegeben.

Auf dem uns vorliegenden Konto Ihres Hauses wurde eine Zahlung nicht vermerkt. Es besteht jedoch die Möglichkeit, dass Sie eine Überweisung auf das Konto des Herrn Camille Gangler, Brüssel, unseres damaligen Vertreters, Postcheckkonto Brüssel Nr. 95955, vorgenommen haben. In letzten halben Jahr vor Kriegsbeendigung sind uns Zahlungsmeldungen des genannten Herrn nicht mehr zugegangen, so daß wir über die Kontenberegung in diesem Zeitraum nicht unterrichtet sind.

Wir stellen anchein, sich gegebenenfalls an Herrn Gangler, dessen jetziger Wohnsitz Brüssel, 78, Rue de Fervaete ist, zu wenden.

Wir bedauern, Ihnen einen endg. Bescheid leider nicht geben zu können.

Hochachtungsvoll!



316014

RG *466*
 Entry *HICG Electrical Records*
 Box *7*

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Authority *NND 857577*By *SDM* NARA Date *19/1/99*

SPEDIZIERTER, VERZEUG- UND MACHINENFABRIK AKTIENGESELLSCHAFT
 Office des Sequestres Berlin-Marienfelde

TELEGRAMMADRESSE: *STOCK & CO.*
 STOCKBUCHER
 BERLIN-MARIENFELDE

Lüttich United States
 143, Boulevard de la Sauvenière

Office of Economic Affairs
 Property Division
 APO Y581

RECEIVED ON 26.5.50

C. Enn. 2341/l. 31544/wi/Jt 26.5.50 G/P. 2. August 1950

Sequestrierungsangelegenheit der Firma STOCK & Co., Berlin-Marienfelde.

RECEIVED ON 26.8.50

Unter Bezugnahme auf Ihr Schreiben vom 26. Mai d.J. und unseren Brief vom 5. Juni 1950 geben wir Ihnen in der Angelegenheit der Firma Soc. An. Sancoop, Liège / Belgien 40, rue Chéri einen Auszug der von uns gesoldeten offenen Posten von 28.10.43 bis zum 25.7.1944 über bfrs. 3.758.50.

Wie wir Ihnen in unserem heutigen Sonder schreiben bekanntgaben, haben wir in letzten halben Jahr vor Kriegsendigung keinerlei Mitteilungen über Zahlungseingänge von unserer Vertreter, Herrn Camille Gangler in Brüssel erhalten. (wir haben mit diesem beigeschlossene eine Abmachung ob und inwieweit dieser Kunde Überweisungen vorgenommen hat, entzieht sich unserer Kenntnis. Wir stellen anheim, sich gegebenenfalls an

Herrn Dipl. Ing. C. Gangler, Brüssel, 7B, Rue de Tervacte, zu wenden. das Gespräch, das Sie mit Herrn Gangler erhielten.

Wir bedauern, Ihnen eine andere Auskunft nicht erteilen zu können.

Bei jedem Anschluss durch die Wiederaufnahme Ihres Hauses oder einer anderen Poststelle bitten wir Sie, den Herrn Camille Gangler zu kontaktieren, da nur dieser Nachkommern der Kontaktaufnahme erreichbar ist.



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By SDM NARA Date 19/11/99

ECKERT & ZIEGLER G. M. B. H.

U.S.-Administration

MASCHINENFABRIK
FÜR SPRITZGUSSMASCHINEN UND SPRITZGUSSFORMEN
ZUR VERARBEITUNG THERMOPLASTISCHER MASSEN



Office of the United States
High Commissioner for Germany
Office of Economic Affairs
Property Division
Frankfurt, Germany,
APO 757.

Drahtwort: Spritzguss Weissenburgbayern
Fernruf: Weissenburg 300
Bankkonto: Bayerische Hypotheken-
und Wechsel-Bank, Filiale Weissenburg
Postscheckkonto: Nürnberg Nr. 742
Postsendungen: Weissenburg/Bay.
Bahnsendungen: Weissenburg/Bay.

Ihre Zeichen:

Ihre Nachricht vom:

Unser Zeichen:

als

WEISSENBURG/BAY.
An der Hagenau 3
August 18, 1950.

Gentlemen :

With reference to your letter of August 10, 1950, regarding MGAX (1) declaration of foreign assets No. 647/07940 regarding book claims against Léon Wengler, Brussels, in the amount of RM 14.657.95 we are forwarding herewith in support of this claim, as requested, four statements of accounts.

For order's sake we wish to point out that the amount mentioned in your letter, viz. RM 14.675.- is incorrect. The claim actually only amounts to RM 14.657.95.

Very truly yours,
Eckert & Ziegler G.m.b.H.
[Signature]
i.V. Dr. Diez i.V. Schwend.

Encl.: 4 Statements of Account.

316016

RG 466
Entry 520C
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Original Record

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Authority NWD 957577

By SDM NARA Date 19/11/99

KARRENA-FEUERUNGSBAU G.M.B.H.

vormals

KARRENBERG & CO., FEUERUNGSBAU

DÜSSELDORF

Dampfkesseleinmauerungen · Hängedecken · Schornsteine · Kesselhäuser

Drahtwerk:
KARRENA DÜSSELDORF

Fernsprecher: Sammel-Nr. 616 45
Lager: 52415
nach Geschäftsschluß: 52160

Postcheckkonto:
Köln Nr. 502 20

Bankverbindungen: C. G. Trinkaus, Düsseldorf · Delbrück von der Heydt & Co.,
Köln · Rhein-Ruhr Bank, Düsseldorf · Landeszentralbank
Düsseldorf 36/8622

KARRENA-FEUERUNGSBAU G. M. B. H., Düsseldorf, Schließfach 43

Office of the United States
High Commissioner for Germany
Office of Economic Affairs
Property Division APO 757
Frankfurt a. Main

RECEIVED
AUG 11 1950
PROPERTY
DIVISION

Ihr Zeichen

Ihr Schreiben vom

Unser Zeichen

DÜSSELDORF, den 8th August, 1950

Betreff:

Dear Sirs,

Subject: MGAX (1) Declaration of foreign assets No. 617/00201
We acknowledge receipt of your letter dated 24th July and would like to inform you that the firm Karrenberg & Co., Feuerungsbau, Düsseldorf, has changed into Karrena-Feuerungsbau GmbH., Düsseldorf. The amount of RM 9.620,— is right. Our bookkeeper, who since some years has been dismissed, made an error in fixing the sum of Claims against Messrs. Stein & Roubaix, Bressoux-Liége to RM 9.380,—.

Very truly yours

Karrena-Feuerungsbau GmbH.
i.V. ppa.

Gisela Freust

316017

RG 466
Entry ~~HICOG~~
Box 7

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Authority NND 957577

By EDM NARA Date 19/9/99

Case No 551

MEMORANDUM

4659

To : Mr. Herbert Sorter,
Office of Economic Affairs, HICOG,
Property Division,
External Assets Investigations Branch,
APO 757, Frankfurt, Germany.

From : Mr. J.P.B. Ross,
Deputy Director,
German External Assets Division,
I.A.R.A.,
Brussels, Belgium.

Ref. 8.US.15.

30 June, 1950.

Subject : MGAX tabulations for Belgium -
further information requested in eleven
specific cases.

The following is a list of eleven items from the MGAX tabulations for which the Belgian Custodian Authorities require further information. In each case, a complete extract is given from the Tabulations, followed by the comments and questions of the Belgian Authorities.

A. MGAX Tabulations

1. Daimler Benz AG Stuttgart
Book claims Reichsmark
Small items

3.787 1519

00517300

Reference : Your report entitled "US/MGAX/IARA 5 Belgian MGAX Tabulations" dated 7 October 1949 in reply to our memo of 31 January 1949.

Information required :

In reply to our request for information, the American Authorities have supplied us with further details.

The undermentioned persons state that they have no outstanding debt towards the German firm :

Thieron & Heck	RM. 232,05
Rauw, Johann	RM. 1.432,34
Gillet, Valentin	RM. 6,40

Documents in support of this claim, such as invoices or statement of account, are indispensable.

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Authority NND 957577

By SDM NARA Date 19/1/99

Case No 551

2.

9-13

Wavre

2. Deckel Friedrich Muenchen 00600293
 Book claims Reichsmark 1511 606
 Small items

Reference : Your report entitled "US/MGAX/TARA 5 - Belgian MGAX Tabulations" dated 21 April 1949 in reply to our memorandum of 31 January 1949.

Information required :

In reply to our request, the American Authorities sent an additional report containing the following information supplied by the German firm :

- a) Schuldner : Matinauto - Brüssel - chaussée de Wavre 1072
- b) Lieferung verschiedener Autoteile
- c) 11 mai 1944
- d)

Matinauto, Brussels, say that they are not aware of the existence of this debt. They contend that the goods sent by Deckel were paid for on delivery.

We should like to have certain details such as invoices, date of delivery and nature of goods, method of transport, statement of account, etc.

3. Fein C. U. E. Stuttgart 00509805
 Book claims Reichsmark 16788 6732
 S.A. Fynwerk Brussels

Reference : Your report entitled "Additional information regarding certain items appearing in the U.S. MGAX tabulations for Belgium", dated 23 March 1950.

Information required :

In its report of 23.3.50, the "Property Division - Frankfurt" supplied us with the details of the above claim in a statement of account from the firm Fein C. & E., Stuttgart.

The Belgian firm has traced the sums appearing in this statement with the exception of RM. 83.65, RM. 9.80 and RM. 16,006.90.

The first two sums are not very large but the last one is of some importance.

316019

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3.

We therefore wish to go further in our investigation at least as far as the last claim is concerned and should like to receive as much information as possible in this connection.

The fact is not only that the Belgian firm cannot trace this claim but that it does not even remember having placed an order of such high value.

4. Pfungst Stiftung Arthur Frankfurt Main	00407809
Bank accounts Belgian franc	2558 87
(1) Banque de la Soc Gen de Belgique Bruxel	
Book claims Reichsmark	8412 3373
(2) Berger Henri SA Wavre	0044
Semi a fin good Reichsmark	8678 3480
(3) Berger Henry à Wavre	

Information required :

- Documents and further details in support of claims (2) and (3) above.
- The Banque de la Sté Générale states that it has no account in the name of the German firm. (1)

We need to know the number of the account and at what branch, on what date and in whose name the account was opened.

5. Spiegelglas Union AG Fuerth Bay	64400094
Book claims Reichsmark	15388 6171
Regniers U Co Emilie Charleroi	

Reference : Your Report entitled "Spiegelglas Union A.G. Furth Bavaria - Claims against Belgian debtors", dated 27 February 1950 in reply to our memorandum of 25 October 1949.

Information required :

In a request for information, we forwarded a statement made by the Belgian firm. The latter stated that it was not aware of the existence of a debt of RM. 15,388. It added that, in its capacity as representative of the "Spiegelglas Union", it had negotiated certain export to England and that, in this respect, the "Spiegelglas Union" account in its books showed a credit balance of £102.3.11. I.A.R.A. forwarded to us the report dated 27.2.50, in which the American Authorities replied to various questions.

Spiegelglas contend that they are not aware of this claim for £102.3.11., although it has been declared and recognised by Emile Regniers & Co.

It is most surprising that the German firm cannot trace this debt in its books.

316020

RG 466
Entry 5106
Box 7

DECLASSIFIED

Authority NND 857577

By SDM NARA Date 19/1/99

4.

As on the other hand Regniers & Co. are unable to trace the claim made by Spiegelglas for the sum of RM. 15,388, we consider it indispensable for the German firm to supply us with vouchers in support of this claim (invoices, statements of accounts etc.)

6. Sued Chemie AG Muenchen 00603954
Book Claims Reichsmark 2888 1158
Small items

Reference : Your report entitled "US/MGAX/IARA/5 - Belgian MGAX Tabulations" dated 9 May 1949 in reply to our memo of 31 January 1949.

Information required :

In its report of 9.5.49, the Property Control and External Assets Branch APO 663 - Wiesbaden sent us a photostat copy No. 207 concerning the above item, indicating the name of the debtor, the Belgian firm "SODIMEX", 71, rue de l'Etuve, Brussels. This firm told us that it could not trace the invoices in question.

It observes that, theoretically, on 31.12.39 it owed RM. 3,238.14 for goods on consignment less commission.

On 10.5.40, it still owed theoretically RM. 710.75.

In 1940-41, it appears that there were goods on consignment for a total value of RM. 10,810. On the other hand, there were several bills for commission and for overhead expenses for deliveries to Belgian clients.

On 31 December of each year, the balance was as follows :

31.12.40	RM. 3,335
31.12.41	RM. 1,119.34
31.12.42	RM. 534.34
31.12.43	RM. Nil.

The Belgian firm states that no further purchases (consignments) were made after September 1941 and the balance of RM. 1,119.34 on 31.12.41 was absorbed in 42-43 by commission charges.

This information, although apparently accurate, should nevertheless be verified.

In order to do this, it would be useful to communicate it to the German firm and, if the latter maintains its claim, it should be asked to supply evidence (invoices, consignments, dates of delivery, statements of account, etc.).

316021

RG 466
Entry 1940-44
Box 7
Classical Records

DECLASSIFIED

Authority NND 857577

By SDM NARA Date 19/8/99

5.

7. Vogel Johann Bayreuth Muenchen
 Book claims Belgian franc 7000 238
 Small items

06300559

Reference : Your Report entitled "Additional information regarding certain items appearing in the U.S. MGAX Tabulations for Belgium" dated 23 March 1950.

Information required :

In reply to our request for additional information, we have received certain details regarding this entry (American report of 23.3.50)

This report shows the debtor as being the firm "Charon Volkaerts, Lierre".

The declarant stated that he had no vouchers in support of his claim but that he was certain that the Belgian firm would confirm his declaration.

The firm "Charon Volkaerts", having been approached on this matter, states that, it is not aware of this transaction and that it owes nothing to Vogel.

We should like to have more detailed information in order to further our investigation and possibly to enable us to prove that the statement made by the Belgian firm is not correct.

25/6/53
 8. Winklhofer Johann Soehne Muenchen
 Book claims Reichsmark 2371 951
 Small items

00601953

Reference : Your Report entitled "US/MGAX/IARA 5 - Belgian MGAX Tabulations" dated 9 May 1949 in reply to our memorandum of 31 January 1949.

Information required :

In reply to our request for additional information, we have received from the American Authorities the following details :

"Various claims against Rene Boen - 35, rue Simonis, Brussels, - for goods delivered from 1.3. to 2.8.44".

The Belgian firm in question contests this sum.

In 1944, it declared three invoices of a total amount of RM. 1,486.10 owing to Wincklhofer & Söhne, which sum it transferred to our Office.

316022

RG 466
Entry 5100
Box 7

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Authority NND 957577

By SDM NARA Date 19/1/99

6.

In view of the discrepancy of RM. 884,90 between the claim put in by the German firm and the debt recognised by the Belgian firm, it would be useful to obtain copies of the invoices supporting the claim for RM. 2,371 and any information which would enable us to proceed with our investigation.

B. MGAX (Supplement)

Barr Moering U Co Stuttgart
Book claims Reichsmark
Louis Ghemar Brussels

1373 551

00530921

Reference : Your report entitled "Additional information regarding certain items appearing in the U.S. MGAX Tabulations for Belgium" dated 23 March 1950.

Information required :

In its report of 23.3.50, the "Property Division - Frankfurt" supplied us with the details of the above claim submitted by the German firm.

After examination, the Belgian firm recognised that it owed the sum of RM. 718.30. It had omitted from its statement an invoice for RM. 24.80.

However, it wished it to be pointed out to the German firm that neither the invoices for RM. 5, RM. 325 and RM. 8.55 of 26.8.44 nor the goods ever reached it.

C. MGAX (Hand Tabulations)

1. Apell Alexander 4 Muffatstr., Muenchen 23
Bank account Belgian franc
Emissions Bank, Brussels 7.8.47

368,472

068/33801

Reference : Your Report entitled "Additional information regarding certain items appearing in the US MGAX Tabulations for Belgium", dated 24 April 1950.

Information required :

In reply to the request we sent for further explanations, the American Authorities (Office of Economic Affairs - Property Division - APO 757, Frankfurt - Report dated April 24, 1950) sent us the following statement.

"According to a 'bank book' in possession of the declarant, the actual balance of this firm's bank account with the Emissionsbank, Brussels amounts to B.frs 589,195.25 and not, as erroneously reported, to B. frs 368,472.

316023

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Leuschnnerstraße 43-47
Telefon 69086/69457
Verkauf und Reparatur
Silberburgstraße 150
Nr. 3006 / 5000 / II, 50

Eigene Verkaufsstellen und Instandsetzungswerkstätten:

Berlin SW 61
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Frankfurt a. M.
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RG
Entry
Box466
WFOC
Central Records
7

DECLASSIFIED

Authority NND 957577

By SDM NARA Date 19/8/91

7.

That account is an accumulation of payments by various German organisations in Belgium for deliveries and services of the Appell firm".

The Banque d'Emission has informed us that they were in possession of two transfer orders issued under the Belgo-German clearing in favour of Alexander Appell, 26, rue Joseph II, Brussels, by the Länderbank, Vienna, i.e. :

RB. 13173 of 4.8.44 for RM. 1,934
 RB. 13168 of 15.8.44 for RM. 2,460

These orders remained in suspense on 2.9.44.

The Banque d'Emission also states that during the war, Appell received numerous transfers through clearing, issued either directly in his name or in the name of German institutions for payment to his account with the latter.

One of these institutions was the Reichskreditkasse, where the sum of B. Frs 310,721.10 was made available to Appell on 21.8.44.

It therefore appears that no account was opened in the name of Appell with the Banque d'Emission.

The latter only received transfer orders through the intermediary of the German clearing. 71

For the purpose of our investigation, it would be useful to invite the declarant or German owner to submit a complete and accurate statement (including dates, institutions which made the payments, purpose of the transfer, beneficiaries etc.) in support of the B. frs 589,195.25 declared.

2. Deckel Friedrich, Praezisions Mechanik & Maschinenbau Munchen
 00600293

Book claims Reichsmark 7891
 Gerdom I.P., 60, Avenue Emile Zola, Bruessel

Information required :

Gerdom I.P. states that they cannot trace this debt in their books. They request further details. We should like to have certain details such as invoices, date of delivery and nature of goods, method of transport, statement of account, etc..

Copy to Mr. Kieffer.

316024

Fabrik: Stuttgart-W
 Leuschnerstraße 43-47
 Telefon 6 90 86 / 6 94 57
 Verkauf und Reparatur
 Silberburgstraße 150

Nr. 3006 / 5000 / II, 50

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 Lutherstraße 23
 Fernruf: 582802

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 Düsseldorf
 Graf-Adolf-Straße 81
 Fernruf: 26022, 12194 u. 26579

RG 466
Entry 466
Box 7

DECLASSIFIED

Authority NND 957577

By EDM NARA Date 10/1/99

4659

MEMORANDUM

To : Mr. Herbert Sorter,
Office of Economic Affairs, HICOG,
Property Division,
External Assets Investigations Branch,
APO 757, Frankfurt, Germany.

From : Mr. J.P.B. Ross,
Deputy Director,
German External Assets Division,
I.A.R.A.,
Brussels, Belgium.

Ref. 8.US.15.

30 June, 1950.

Subject : MGAX tabulations for Belgium -
further information requested in eleven
specific cases.

The following is a list of eleven items from the MGAX tabulations for which the Belgian Custodian Authorities require further information. In each case, a complete extract is given from the Tabulations, followed by the comments and questions of the Belgian Authorities

A. MGAX Tabulations

1. Daimler Benz AG Stuttgart
Book claims Reichsmark
Small items

S.787 1519

00517300

Reference : Your report entitled "US/MGAX/IARA 5 Belgian MGAX Tabulations" dated 7 October 1949 in reply to our memo of 31 January 1949.

Information required:

In reply to our request for information, the American Authorities have supplied us with further details.

The undermentioned persons state that they have no outstanding debt towards the German firm:

Thieren & Heck	RM. 232,05
Rauw, Joham	RM. 1,432,34
Gillet, Valentin	RM. 6,40

Documents in support of this claim, such as invoices or statement of account, are indispensable.

316025

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Leuschnerstraße 43-47
Telefon 69086/69457
Verkauf und Reparatur
Silberburgstraße 150
Nr. 3006 / 5000 II. 50

Eigene Verkaufsstellen und Instandsetzungswerkstätten:		
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Düsseldorf.
Graf-Adolf-Straße 81
Fernruf: 26022, 12194 u. 26579

RG 466
Entry 7
Box 7
*HICG
Central Record*

DECLASSIFIED

Authority NND 857577

By EDM NARA Date 19/1/99

2.

2. Deckel Friedrich Muenchen 00300293
Book claims Reichsmark 1511 606
Small items

Reference : Your report entitled "US/MGAX/IARA 5 - Belgian MGAX Tabulations" dated 21 April 1949 in reply to our memorandum of 31 January 1949.

Information required :

In reply to our request, the American Authorities sent an additional report containing the following information supplied by the German firm:

- a) Schuldner : Matinauto - Brüssel - chaussée de Wavre 1072
- b) Lieferung verschiedener Autoteile
- c) 11 mai 1944
- d)

Matinauto, Brussels, say that they are not aware of the existence of this debt. They contend that the goods sent by Deckel were paid for on delivery.

We should like to have certain details such as invoices, date of delivery and nature of goods, method of transport, statement of account, etc.

3. Fein C U E Stuttgart 00509805
Book claims Reichsmark 16788 6732
S.A. Fynwerk Brussels

Reference : Your report entitled "Additional information regarding certain items appearing in the U.S. MGAX tabulations for Belgium", dated 23 March 1950.

Information required :

In its report of 23.3.50, the "Property Division - Frankfurt" supplied us with the details of the above claim in a statement of account from the firm Fein C. & E., Stuttgart.

The Belgian firm has traced the sums appearing in this statement with the exception of RM. 83.65, RM. 9.80 and RM. 16,008.90.

The first two sums are not very large but the last one is of some importance.

316026

RG 466
Entry 1000
Box 7
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Authority NND 957577
By SDM NARA Date 10/18/99

3.

We therefore wish to go further in our investigation at least as far as the last claim is concerned and should like to receive as much information as possible in this connection.

The fact is not only that the Belgian firm cannot trace this claim but that it does not even remember having placed an order of such high value.

4. Pfungst Stiftung Arthur Frankfurt Main

00407809

Bank accounts Belgian franc

2558 87

(1) Banque de la Soc Gen de Belgique Bruxel

Book claims Reichsmark

8412 3373

(2) Berger Henri SA Wavre

0044

Semi a fin good Reichsmark

8678 3480

(3) Berger Henry à Wavre

Information required:

a) Documents and further details in support of claims (2) and (3) above.

b) The Banque de la Sté Générale states that it has no account in the name of the German firm. (1)

We need to know the number of the account and at what branch, on what date and in whose name; the account was opened.

5. Spiegelglas Union AG Furth Bay

64400094

Book claims Reichsmark

15388 6171

Regniers U Co Emile Charleroi

Reference: Your Report entitled "Spiegelglas Union A.G. Furth Bavaria - Claims against Belgian debtors", dated 27 February 1950 in reply to our memorandum of 25 October 1949.

Information required:

In a request for information, we forwarded a statement made by the Belgian firm. The latter stated that it was not aware of the existence of a debt of RM. 15,388. It added that, in its capacity as representative of the "Spiegelglas Union", it had negotiated certain export to England and that, in this respect, the "Spiegelglas Union" account in its books showed a credit balance of RM 2.3.11. I.A.R.A. forwarded to us the report dated 27.2.50, in which the American Authorities replied to various questions.

Spiegelglas contend that they are not aware of this claim for RM 2.3.11., although it has been declared and recognised by Emile Regniers & Co.

It is most surprising that the German firm cannot trace this debt in its books.

316027

RG 466
Entry ~~HSCC~~
Box 7

DECLASSIFIED

Authority NWD 957577

By SDM NARA Date 19/8/99

54.

As on the other hand Regniers & Co. are unable to trace the claim made by Spiegelglas for the sum of RM. 15,388, we consider it indispensable for the German firm to supply us with vouchers in support of this claim (invoices, statements of accounts etc.)

6. Sued Chemie AG Muenchen

Book Claims Reichsmark
Small items

00803954

Reference : Your report entitled "US/MGAX/IABA/5 - Belgian MGAX Tabulations" dated 9 May 1949 in reply to our memo of 31 January 1949.

Information required :

In its report of 9.5.49, the Property Control and External Assets Branch APO 666 - Wiesbaden sent us a photostat copy No. 207 concerning the above item, indicating the name of the debtor, the Belgian firm "SODIMEX", 71, rue de l'Etuve, Brussels. This firm told us that it could not trace the invoices in question.

It observes that, theoretically, on 31.12.39 it owed RM. 3,256.14 for goods on consignment less commission.

On 10.5.40, it still owed theoretically RM. 710.75.

In 1940-41, it appears that there were goods on consignment for a total value of RM. 10,610. On the other hand, there were seven bills for commission and for overhead expenses for deliveries to Belgian clients.

On 31 December of each year, the balance was as follows :

31.12.40	RM. 3,335
31.12.41	RM. 1,119.34
31.12.42	RM. 534.34
31.12.43	RM. Nil.

The Belgian firm states that no further purchases (consignments) were made after September 1941 and the balance of RM. 1,119.34 on 31.12.41 was absorbed in 42-43 by commission charges.

This information, although apparently accurate, should nonetheless be verified.

In order to do this, it would be useful to communicate with the German firm and, if the latter maintains its claim, it should be asked to supply evidence (invoices, consignments, dates of delivery, statements of account, etc.).

316028

Fabrik: Stuttgart-W
Leuschnerstraße 43-47
Telefon 6 90 86 / 6 94 57
Verkauf und Reparatur
Silberburgstraße 150

Berlin SW 61
Kreuzbergstraße 30
Fernruf: 669093

Neu-Isenburg bei
Frankfurt a. M.
Waldstraße 77
Fernruf: 409

Hamburg-Lokstedt 1
Lutherstraße 23
Fernruf: 582802

Elektro-Werkzeuge
Düsseldorf
Graf-Adolf-Straße 8
Fernruf: 260 22, 12

RG 466
Entry 7
Box 7
HICG REURX

DECLASSIFIED

Authority NND 957577

By SDM NARA Date 19/8/99

5.

7. Vogel Johann Bayreuth Muenchen

06300559

Book claims Belgian franc 7000 238
Small items

Reference : Your Report entitled "Additional information regarding items appearing in the U.S. MGAK Tabulations for Belgium dated 23 March 1950.

Information required :

In reply to our request for additional information, we have received certain details regarding this entry (American report of 23.3.50).

This report shows the debtor as being the firm "Charon Volke Lierre".

The declarant stated that he had no vouchers in support of his claim but that he was certain that the Belgian firm would confirm his declaration.

The firm "Charon Volkaerts", having been approached on this matter, states that, it is not aware of this transaction and that it has nothing to Vogel.

We should like to have more detailed information in order to further our investigation and possibly to enable us to prove that the statement made by the Belgian firm is not correct.

8. Winklhofer Johann Soehne Muenchen

0060195

Book claims Reichsmark 8371 951
Small items

Reference : Your Report entitled "US/MCAL/TARA 5 - Belgian MGAK Tabulations" dated 9 May 1949 in reply to our memorandum of 31 January 1949.

Information required :

In reply to our request for additional information, we have received from the American Authorities the following details:

"Various claims against Rene Boen - 35, rue Simonis, Brussels for goods delivered from 1.3. to 2.3.44".

The Belgian firm in question contests this sum.

In 1944, it declared three invoices of a total amount of KM. 1,488.10 owing to Winklhofer & Sohne, which sum it transferred to our Office.

316029

RG 466
Entry ~~WICG~~
Box 7

DECLASSIFIED

Authority NWD 957577

By SDM NARA Date 19/1/99

6.1.

In view of the discrepancy of RM. 884.90 between the claim put in by the German firm and the debt recognised by the Belgian firm, it would be useful to obtain copies of the invoices supporting the claim for RM. 3,371 and any information which would enable us to proceed with our investigation.

B. WAX (Supplement)

Barr Moering & Co Stuttgart
Bank claims Reichsmark 1373 551
Louis Chemar Brussels 00530921

Reference : Your report entitled "Additional information regarding certain items appearing in the U.S. WAX Tabulations for Belgium" dated 23 March 1950.

Information required :

In its report of 23.3.50, the "Property Division - Frankfurt" supplied us with the details of the above claim submitted by the German firm.

After examination, the Belgian firm recognised that it owed the sum of RM. 718.50. It had omitted from its statement an invoice for RM. 24.80.

However, it wished it to be pointed out to the German firm that neither the invoices for RM. 5, RM. 323 and RM. 8.55 of 28.8.44 nor the goods ever reached it.

C. WAX (Hand Tabulations)

1. Apell Alexander 4 Huffststr., Muenchen 23 668/33801
Bank account Belgian Franc 568,472
Emissions Bank, Brussels 7.8.47

Reference : Your Report entitled "Additional information regarding certain items appearing in the US WAX Tabulations for Belgium", dated 24 April 1950.

Information required :

In reply to the request we sent for further explanations, the American Authorities (Office of Economic Affairs - Property Division - AGO 737, Frankfurt - Report dated April 24, 1950) sent us the following statement.

"According to a 'bank book' in possession of the declarant, the actual balance of this firm's bank account with the Emissionsbank, Brussels amounts to B.frs 568,195.25 and not, as erroneously reported, to B. frs 568,472."

316030

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Leuschnerstraße 43-47
Telefon 69086/69457
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-----------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------	----------------------------------------------------------

Elektro-Werkzeuge G. m. b. H.
Düsseldorf
Graf-Adolf-Straße 81
Fernruf: 26022, 12194 u. 26579

RG 466
Entry *HICOG RECDX*
Box 7

DECLASSIFIED
Authority *NND 957577*
By SDM NARA Date *19/8/99*

7.

That account is an accumulation of payments by various German organisations in Belgium for deliveries and services of the Appell firm".

The Banque d'Emission has informed us that they were in possession of two transfer orders issued under the Belgo-German clearing in favour of Alexander Appell, 26, rue Joseph II, Brussels, by the Länderbank, Vienna, i.e. :

RB. 13173 of 4.8.44 for RM. 1,934
RB. 13168 of 15.8.44 for RM. 3,460

These orders remained in suspense on 2.9.44.

The Banque d'Emission also states that during the war, Appel received numerous transfers through clearing, issued either directly in his name or in the name of German institutions for payment to his account with the latter.

One of these institutions was the Reichskreditkasse, where the sum of B. Frs 510,721.10 was made available to Appell on 21.8.44.

It therefore appears that no account was opened in the name of Appell with the Banque d'Emission.

The latter only received transfer orders through the intermediary of the German clearing.

For the purpose of our investigation, it would be useful to invite the declarant or German owner to submit a complete and accurate statement (including dates, institutions which made the payments, purpose of the transfer, beneficiaries etc.) in support of the B. frs 589,195.25 declared.

2. Deckel Friedrich, Präzisions Mechanik & Maschinenbau München
00800293

Book claims Reichsmark 7891
Gerdon I.P., 60, Avenue Emile Zola, Brüssel

Information required:

Gerdon I.P. states that they cannot trace this debt in their books. They request further details. We should like to have certain details such as invoices, date of delivery and nature of goods, method of transport, statement of account, etc..

Copy to Mr. Kieffer.

1.8.8. ROSS

316031

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Telefon 6 90 86 / 6 94 57
Verkauf und Reparatur
Silberburgstraße 150
Nr. 3006 / 5000 / II, 50

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------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------	-----------------------------------------------------------------

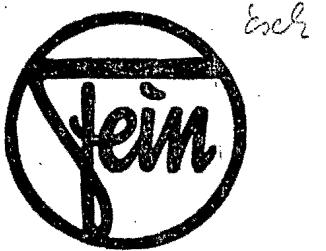
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RG 466
Entry 7
Box 7

DECLASSIFIED
Authority NND 957577
By SDM NARA Date 1918/99

C. & E. FEIN • STUTTGART
Erste Spezialfabrik für Elektrowerkzeuge
Gegründet 1867

RB-Nr. 0/0760/0087



Office of Economic Affairs
Property Division
APO 757
Frankfurt, Germany

Postanschrift: @ Stuttgart 1, Postfach 172
Drahtwort: Cefein Stuttgart
Fernruf: 69086/69457
Banken: Landeszentralbank, Stuttgart Giro 5/828
Städt. Girokasse Stuttgart Konto Nr. 2424
Südwestbank Stuttgart
Postscheck: Stuttgart Nr. 694

Ihre Zeichen:

Ihre Nachricht vom

Unsere Zeichen

Tag

FA/Dü/La 18. August 1950

Betreff:MGAX (1) declaration Nr. 005/09805, Fynwerk, Brüssel.

Auf Ihre Rückfrage vom 18. Juli teilen wir Ihnen mit, dass unsere auf dem MGAX (1) Vordruck gemachte Anmeldung unseres Auslandsguthabens nach unseren Büchern in Ordnung geht. Die Nr. der betreffenden Rechnungen lauten:

47359 vom 11. 8.44 RM 9.80
30400 " 31.12.44 RM 16.006.90

bei dem ferner angemeldeten Betrage von RM 83.65 handelt es sich um einen Saldo zu Lasten des Feinwerks.

Weitere Unterlagen können wir nicht einsenden, da unsere sämtlichen Akten bei dem Fliegerschaden, dem unsere Verwaltungsgebäude zum Opfer fielen, vernichtet wurden. Wir haben s.zt. nur unsere Buchhaltung, die auswärts verlagert war, erhalten können.

Hochachtungsvoll

C. & E. Fein
F. Bürkner

316032

Fabrik: Stuttgart-W
Leuschnerstraße 43-47
Telefon 69086/69457
Verkauf und Reparatur
Silberburgstraße 150
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Hamburg-Lokstedt 1
Lutherstraße 23
Fernruf: 582802

Elektro-Werkzeuge G.m.b.H.
Düsseldorf
Graf-Adolf-Straße 81
Fernruf: 26022, 12194 u. 26679

RG 466
Entry Box 7
HICG Serial Records

DECLASSIFIED
Authority NND 957577
By SDM NARA Date 191849

LAGER
VERZOLLUNG
VERSICHERUNG
GLEISANSLUSS
MOEBEL-TRANSPORTE
LASTKRAFTWAGEN
NAH- UND FERNVERKEHRE

INTERNATIONALE SPEDITION Gegründet 1884

G.m.b.H.

Export- und Importverkehre - Sammelladungen nach dem In- und Ausla

STUTTGART-N, HAUPTGÜTERBAHNH

Titl.

Office of Economic Affairs
Property Division APO 757

F r a n k f u r t/Main.

RECEIVED

JUL 2 8 1950

PROPERTY
DIVISION

Spezialverkehre nach
England, Übersee und Ball
Frankreich, Schweiz, Itali
Belgien, Holland, Nordische Län

Drahtanschrift: Barrmoering
Fernsprecher: Nr. 95958/59
Postscheckkonto: Stuttgart Nr. 12495
Bankkonten: Südwestbank Stuttgart 1/
Landeszentralbank Stuttgart, Konto Nr. 5,
Städtische Girokasse Stuttgart Nr. 3560
Allgemeine Bankgesellschaft Stuttgart Nr. 1
Württ. Landessparkasse Nr. 12606

④ STUTTGART-N, den 22.7.1950
Hauptgüterbahnhof - Schließfach. 918 Schö/Lo

Betr.: Unsere Forderung bei der Firma Louis Ghemar, Brüssel.

Wir erhielten Ihr Schreiben vom 19.7. Ref. MGAX(1) Nr. 005/30921 und müssen Ihnen zu unserem Bedauern mitteilen, dass wir nicht die Möglichkeit haben zu prüfen, ob die von der Firma Ghemar Ihnen aufgegebenen Differenzen zu Recht bestehen. Wir sind totalfliegergeschädigt und haben den grössten Teil unserer Unterlagen dabei verloren, sodass es uns heute nicht mehr möglich ist, derartige Reklamationen zu beantworten. Nach den uns vorliegenden Aufzeichnungen besitzen wir bei der Firma Ghemar einen Betrag von RM 1.373.--, den wir Ihnen seinerzeit zur Anmeldung gebracht haben.

Wir bedauern, Ihnen einen anderen Bescheid nicht geben zu können und zeichnen

hochachtungsvoll
Barr, Moering & Co., G.m.b.H.

Laf

Handwritten notes:
The letter was sent to us by the post office in Brussels.
The amount of RM 1.373.- is due to Belgium.
The letter was sent to us by the post office in Brussels.
The letter was sent to us by the post office in Brussels.

316033

RG 4666
 Entry Classical Records
 Box 7

DECLASSIFIED

Authority NND 857577

By SDM NARA Date 19/8/99

Office of Economic Affairs
 Property Division
 APO 757
 Frankfurt, Germany

Alexander Apell
 10 Knorrstrasse
 Munich 23, Bavaria
 U.S. Zone, Germany

Gentlemen:

Reference is made to previous correspondence concerning your WIA(1) declaration of foreign assets no. 068/33801, containing a claim for bank accounts with Banque d'Emission, Brussels, in the amount of Bfrs. 368,472, which you subsequently corrected to Bfrs. 589,195.25. With regard to this matter we received the following information from Belgian authorities:

The Banque d'Emission has informed us that they were in possession of two transfer orders issued under the Belgo-German clearing in favour of Alexander Apell, 26, Rue Joseph II, Brussels, by the Landerbank, Vienna, i.e.:

RB. 13173 of 4.8.44 for RM 1,934
 RB. 13168 of 15.8.44 for RM 2,460

These orders remained in suspense on 2.9.44.

The Banque d'Emission also states that during the war, Apell received numerous transfers through clearing, issued either directly in his name or in the name of German institutions for payment to his account with the latter.

One of these institutions was the Reichskreditkasse, where the sum of Bfrs. 310,721.10 was made available to Apell on 21.8.44.

It therefore appears that no account was opened in the name of Apell with the Banque d'Emission.

The latter only received transfer orders through the intermediary of the German clearing.

HSCRTER/sn
 Tel. 8962, Jul 21, 1950

316034

RG 466
Entry 466
Box 7

DECLASSIFIED

Authority NWD 857577

By SDM NARA Date 19/1/99

- 2 -

In view of the statements quoted above you are requested to furnish this Office with a complete and accurate statement (including dates, institutions which made the payments, purpose of the transfer, beneficiaries etc.) in support of the bfrs. 589,195.25 declared by you.

Very truly yours,

HERBERT SORTER
Chief
External Assets Branch

316035

Leuschnerstrasse 30
Telefon 69086 / 69457
Verkauf und Reparatur
Silberburgstraße 150
Nr. 3005 / 5000 II, 50

Berlin SW 61
Kreuzbergstraße 30
Fernruf: 669093

Frankfurt a. M.
Waldstraße 77
Fernruf: 409

Lutherstraße 23
Fernruf: 582802

Düsseldorf
Graf-Adolf-Straße 81
Fernruf: 26022, 12194 u. 26579

RG 466
Entry 466
Box 7
Central Records

DECLASSIFIED
Authority NWD 957577
By SDM NARA Date 19/8/99

Office of Economic Affairs
Property Division
APO 757
Frankfurt, Germany

Daimler-Benz A.G.
Stuttgart
U.S. Zone, Germany

Gentlemen:

Reference is made to your MAX(1) Declaration of foreign assets no. 005/17300, in which you declared book claims against

Thieron & Heck	in the amount of RM	232.05
Rauw, Johann	" "	1,432.34
Gillet, Valentin	" "	6.40

The above-mentioned firms have stated that they are not indebted to you. It will therefore be necessary for you to submit to this Office documentation in support of your claims. If possible, such documentation should include copies of invoices and statements of account.

Very truly yours,

HERBERT SORTER

Chief

External Assets Branch

SORTER/an
Tel.: 8962
July 13, 1950

316036

RG 466
Entry *HICG*
Box 7

DECLASSIFIED

Authority *NWD 857577*By *SDM* NARA Date *19/8/99*

Office of Economic Affairs
Property Division
APO 757
Frankfurt, Germany

Friedrich Beckel
Prezisions Mechanik & Maschinbau
Harkirchener Strasse
Munich, Germany

Gentlemen:

Reference is made to your MAX(1) declaration of foreign assets no. 006/00293, in which you declared claims against Matinauto, Brussels, in the amount of RM 1,511. In a subsequent declaration you stated that this claim is based on delivery of automobile parts to Matinauto, Brussels, executed on May 11, 1948.

Matinauto, Brussels, has stated that they are not aware of the existence of this debt, and that all deliveries by your firm were paid upon delivery. It will therefore be necessary for you to submit documentation in support of your claim. If possible, such documentation should include copies of invoices, statements of account, etc.

In the above-mentioned declaration you also declared book claims against I.P. Gerdam, Brussels, in the amount of RM 7,891.

The firm I.P. Gerdam has stated that it cannot trace this debt in its books. It is therefore requested that you submit documentation in support of your claim including copies of invoices, statements of account, etc.

Very truly yours,

HERBERT SOFTER
Chief
External Assets Branch

HSOFTER/sn
Tel.: 8962
July 14, 1950

316037

RG 466
Entry 5105
Box 7
Serial Record

DECLASSIFIED

Authority NND 957577

By SDM NARA Date 19/1/99

Office of Economic Affairs
Property Division
APO 757
Frankfurt, Germany

C. & E. Fein
Stuttgart,
U.S. Zone, Germany

Gentlemen:

Reference is made to your MAX(1) declaration of foreign assets no. 005/09805, in which you declared book claims in the amount of RM 16,788 against S.A. Fynmark, Brussels.

In this connection you furnished this Office with statement of account which was submitted to the debtor for verification. The Belgian firm has been unable to trace the following amounts appearing in the statement of account: RM 83.65, RM 9.80, and RM 16,006.90. In connection with the amount of RM 16,006.90 the Belgian firm added that it could not remember having ever placed an order of such high value. It will therefore be necessary for you to submit documentation in support of your claims. If possible, such documentation should include copies of invoices, etc.

Very truly yours,

HERBERT SORTER
Chief
External Assets Branch

H. SORTER/sn
Tel.: 8962
July 17, 1950

100-100000-65
7/17/50
JULY 17, 1950

316038

RG *466*
 Entry *466
SACR*
 Box *7*

DECLASSIFIED

Authority *ND 957577*By *SDM* NARA Date *19/8/99*

Office of Economic Affairs
 Property Division
 APR 757
 Frankfurt, Germany

Spiegelglas Union A.G.
 Munich, Bavaria
 U.S. Zone, Germany

Gentlemen:

Reference is made to your MAX(1) declaration of foreign assets no. 644/00094, and to your letter of November 22, 1949, concerning certain claims against Belgian debtors. We have received an additional inquiry from Belgian Authorities concerning your claim against the firm Emile Regniere & Co., Charleroi. It appears that the latter firm has informed Belgian Authorities that it owes you the amount of £102.3.11. On the other hand, that firm is not aware of the existence of any indebtedness to you of RM 15,388. In your letter of November 22, 1949 you merely stated that you could not find the amount of £102.3.11 in your MAX declaration, but you did not furnish any additional information concerning your claim in the amount of RM 15,388.

You are therefore requested to examine your books and records with a view to ascertaining the exact amount of the indebtedness of Regniere & Co. and furnish this Office with any documentation pertaining thereto.

Very truly yours,

(a) Number of document
 (b) Date of signature of document
 (c) In whose name and the amount of
 (d) Name of the branch office
 (e) Name of the manager

HERBERT SORTER

Chief

External Assets Branch

H. SORTER/sn
 Tel.: 8962
 July 17, 1950

Revised copy of document

316039

Telefon 69086/69457

Verkauf und Reparatur
 Silberburgstraße 150

Nr. 3006 / 5000 / II, 50

Kreuzbergstraße 30
 Fernruf: 669093Frankfurt a. M.
 Waldstraße 77
 Fernruf: 409

Fernruf: 582802

Graf-Adolf-Straße 6
 Fernruf: 26022, 12194 u. 26579

RG 460a
Entry WICCO
Box 7 Seizure Records

DECLASSIFIED

Authority NND 857577
By SDM NARA Date 19/8/99

Office of Economic Affairs
Property Division
APO 757
Frankfurt, Germany

Arthur Pfungst Stifung
Frankfurt/R.
U.S. Zone, Germany

Gentlemen:

Reference is made to your NGAM(1) declaration of foreign assets No. 004/07809, in which you declared:

- (1) Bank accounts with Banque de la Soc. Gen. de Belgique, Brussels, in the amount of Bfrs. 2,558
- (2) book claims against Henri Berger SA, Wavre, in the amount of RM 8,412
- (3) claim for semi-finished and finished goods against Henri Berger, Wavre, in the amount of RM 8,678.

In connection with the claims appearing under items (2) and (3) above you are requested to submit to this Office documentation such as invoices, statements of account, etc.

In view of the fact that Banque de la Soc. Gen. de Belgique, Brussels, has declared that it has no record of any account in your name you are requested to supply this Office with the following information:

- (a) Number of account
- (b) date of opening of account
- (c) in whose name was the account opened
- (d) name of the branch with which it was opened.

Very truly yours,

HERBERT SORTER
Chief
External Assets Branch

H.SORTER/am
Tel.: 8962
July 17, 1950

316040

FILE COPY

RG 466
Entry HICG
Box 7

DECLASSIFIED

Authicity NND 957577By SDM NARA Date 19/8/99

Office of Economic Affairs
Property Division
APO 757
Frankfurt, Germany

Johann Winkhofer Soehne
53 Forststrasse
Munich 25, Bavaria
U.S. Zone, Germany

Gentlemen:

With reference to your MAI(1) declaration of foreign assets no. 006/01953, in which you declared a claim of RM 2,971 against Rene Boen, Brussels, you are advised that the debtor has recognized an indebtedness of only RM 1,486.10. In view of this discrepancy you are requested to supply us with copies of invoices supporting the claim of RM 2,971 and with any other information which may be useful in this connection.

Very truly yours,

HERBERT SORTER
Chief
External Assets Branch

SORTER/sn
Tel.: 8962
July 18, 1950

316041

RG 466
Entry 7
Box 7
*HSGC
Political Records*

DECLASSIFIED

Authority NWD 957577
By SDM NARA Date 19/8/99

Case Nos. 635 & 711

6/15/50

Office of Economic Affairs
Property Division
APO 787
Frankfurt, Germany

IARA Mission in Germany
c/o 100 H.C. C.O.G. British Element
Bad Salzuflen, B.A.O.R. 15
Attn.: Mr. J.P.B. Ross

Gentlemen:

With reference to your memoranda of August 23, 1949, and October 25, 1949, subject: "U.S. MGAK Tabulations for Belgium - Claims against the Continentale Bank, Brussels, of Lokomotiv Werke, Hennigsdorf; Maschinenbau & Bahnbedarf A.G., and Arn Jung Jungenthal, Kirschen". There is transmitted herewith a copy of a letter, dated June 9, 1950, from Orenstein & Koppel A.G., Berlin, which appears to contain the desired information concerning that firm's accounts with the Continentale Bank, Brussels.

Very truly yours,

HERBERT SORTER

Chief
External Assets Branch

Enclosure:

ccy ltr fr Oren-
stein & Koppel.

HSORTER/rw
Jun 15, 1950
Tel.: 8962

316042

FILE COPY

RG 466
Entry HICOG
Box 7

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Authority NND 957577

by SDM NARA Date 19/1/99

Abschrift

ORENSTEIN & KOPPEL Aktiengesellschaft

Berlin SW 61, Tempelhofer Ufer 23/24 - Fernruf 688816 - Drahtwort: Orenkop

Titl.

HICOG

Office of Economic Affairs

Property Division

External Assets Branch

APO 157

Attn. Mr. Engler.

Frankfurt/Main

I.G. Hochbau.

Unsere Zeichen

Berlin

Fr/En.

9. Juni 1950.

Betr.: Forderungen gegen die Continentalbank Brüssel.

Unter Berücksichtigung auf den Besuch Ihres Herrn Engler geben wir Ihnen zu diesem Komplex folgende Erklärung:

Eine unmittelbare Forderung unserer Gesellschaft gegen die Continentalbank Brüssel aus der Zeit vor dem Zusammenbruch besteht nicht. Wir standen wohl mit der Continentalbank in den Jahren 40/44 in Geschäftsverbindung und zwar wurden für uns die Konten geführt.

Br. 2217 MFA-Machines & Matériel de chemin de fer,
Bevollmächtigter: Erich Grinde, Brüssel.

u. Nr. 1603 Erich GRINDE, Beauftragter der Maschinenbau und Bahnbedarf AG, vorm. Orenstein & Koppel, Brüssel.

Beide sind aber nach Erklärung der Continentale Bank (Brief vom 22.9.49) ausgeglichen.

Die Firma Henschel & Sohn, Kassel, hat während des Krieges für sämtliche deutschen Lokomotivfabriken, von denen wir gezählt haben, im Auftrage des Hauptausschusses für Schienenfahrzeuge, der seinerzeit die behördliche Planung der Lokomotivindustrie durchführte, Materialankäufe in Belgien vorgenommen. Die hierzu notwendigen Gelder wurden Henschel von den beteiligten Lokomotivfabriken in Reichsmark zur Verfügung gestellt. Henschel hat diese Reichsmarkbeträge in belg. Frs. umgewandelt und bei der Continentale Bank Brüssel eingezahlt. Aus diesem Geschäft ist lt. Mitteilung Henschel & Sohn bei Kriegsende ein Guthaben von

belg. Frs. 20,395,242,25 - RM 1,631,619,38

316043

RG 466
Entry 466
Box 7

DECLASSIFIED

Authority NND 957577

By SDM NARA Date 19/1/99

- 2 -

verblieben, das von Henschel über die Deutsche Reichsbank in Kassel am 12. Oktober 1945 gemäß Art. 2 Ges. 53 angemeldet wurde. An diesem von Henschel trenständisch verwalteten Guthaben sind die einzelnen deutschen Lokomotivfabriken soweit beteiligt, als sie durch Anzahlungen Henschel Reichsmarkbeträge zur Verfügung gestellt haben. Nach Beteiligung von Henschel beträgt unser Anteil an dem Guthaben bei der Continentale Bank belg. Frs. 1.244.109,78 = DM 99.529,78.

Da für die Lokomotivfabrikation unser früheres Werk in Potsdam-Babelsberg in Frage kam, wurde der Schriftwechsel in dieser Materialankaufsangelegenheit zwischen Henschel und unserem Werk geführt. Aus diesem Grunde wird von Henschel als Beteiligter an dem Guthaben bei der Continentale Bank nicht unsere Gesellschaft mit Sitz in Berlin, Tempelhofer Ufer, sondern unser Werk Babelsberg genannt. Uns selbst war bis zur Aufklärung durch Henschel (Brief vom 23.11.49) von einem Guthaben bei der Continentale Bank Brüssel nichts bekannt, sondern wir kennen nur einen Anspruch an Henschel, Kassel, in Reichsmark. Es ist deshalb auch von uns eine Anmeldung einer Forderung gegen die Continentale Bank Brüssel in Höhe von belg. Frs. 1.244.109,78 nicht vorgenommen worden.

Nach den Ausführungen, die uns Herr Engler machte, muss aber eine Anmeldung stattgefunden haben. Es würde uns interessieren, wer diese Anmeldung vorgenommen hat, da wir ein berechtigtes Interesse an einer Anerkennung unserer Forderung haben, weil wir Rückzahlung unserer Reichsmarkforderung an Henschel nur erhalten können, wenn andererseits eine Auszahlung der Forderung an Brüssel stattfindet. Im übrigen bemerken wir noch, dass unser früheres Werk Babelsberg uns in der Zwischenzeit entschädigungsfrei enteignet wurde und heute ein volkseigener Betrieb ist, der an und für sich nicht berechtigt wäre, eine Forderung unter unserem früheren Firmennamen "Maschinenbau u. Bahnbedarf AG" an das Ausland anzumelden. Unsere Vermutung geht dahin, dass von Henschel eine Anmeldung des Gesamtguthabens bei der Continentale Bank Brüssel in Höhe von belg. Frs. rund 20 Millionen vorgenommen wurde mit dem Hinweis, dass hiervon die einzelnen Lokomotivfabriken, u.a. auch wir, mit gewissen Beträgen, in unserem Falle rd. belg. Frs. 1.244.000,—, beteiligt sind, und dass von der Anmeldestelle der deutschen Reichsbank Kassel die Gesamtanmeldung Henschel aufgeteilt wurde in fiktive Anmeldungen der einzelnen Lokomotivfabriken.

Abschließend betonen wir nochmals, dass die auf unserem Namen stehende Forderung gegen die Continentale Bank über Henschel in Höhe von rd. belg. Frs. 1.244.000,— nichts zu tun hat mit unserem unmittelbaren Geschäftsverkehr mit der Continentale Bank Brüssel über die eingangs erwähnten zwei Konten, noch mit irgendwelchen evtl. Restforderungen oder Restschulden, die wir an unsere Niederlassung in Brüssel bei Kriegsende hatten.

Hochachtungsvoll

O r e n s t e i n & K o p p e l
Aktiengesellschaft

Unterschrift unleserlich

316044

RG 466
Entry HICOG Records
Box 7

DECLASSIFIED

Authority NWD 957577
By SDM NARA Date 19/8/99

7178

MEMORANDUM

Ref: 8. US.

25 October 1949

To: Mr. H. Sorter,
Office of Economic Affairs, HICOG,
Property Division,
External Assets Investigations Branch,
APO 807, Bad Nauheim, Germany

From: Mr. J.P. B. Ross,
Deputy Director,
External Assets Division,
I.A.R.A.,
Brussels, Belgium

Subject: US MGAX Tabulations for Belgium - Claims
against the Continentale Bank, Brussels,
of Borsig Lokomotiv Werke, Hennigsdorf;
Maschinenbau & Bahnbedarf, A.G., Potsdam;
and Arn Jung Jungenthal, Kirschen.

Reference is made to a memorandum, dated 23 August 1949, from Mr. L.E. Madison requesting further information, on behalf of the Belgian Custodian, regarding bank accounts shown in the MGAX tabulations as having been declared by the German firms Borsig Lokomotiv Werke, Maschinenbau & Bahnbedarf and Arn Jung Jungenthal with the Continentale Bank, Brussels.

In addition to their first request for information, the Belgian Authorities have now sent us the following further comments and questions regarding the claims of Maschinenbau & Bahnbedarf, A.G., Potsdam against Continentale Bank, Brussels:

"Our representative for the vested Continentale Bank, Brussels, informs us that he has got in touch with the Maschinenbau und Bahnbedarf A.G., now called Orenstein & Koppel, A.G., Tempelhofer Ufer 23-24, Berlin S.W.1., with a view to obtaining information regarding this contested claim.

The German firm has given him the following information. The accounts involved are numbers 2217 and 1603.

No. 2217 - MBA Machines & Material de Chemin de fer S.A. Bd. E. Jacqmain, 90/92, Brussels.

This account was liquidated on 23.11.42 by payment of B.F. 504,980.

No. 1604 - Erich Grande - representative of the Maschinenbau und Bahnbedarf A.G., formerly Orenstein & Koppel, 90 Bd. Emile Jacqmain, Brussels.

This account was liquidated on 17.4.44 by payment of B.F. 83,850.

Continued.....

316044A

RG 466
Entry 5106
Box 7

DECLASSIFIED

Authority NND 957577

By SDM NARA Date 19/8/99

- 2 -

Our Representative therefore assumes that there no longer exists any claim on the Continentale Bank, as the sum of B.F. 1,244,109.- represents, in fact, the bookkeeping value of the Brussels Agency which was taken over at the end of 1943 by the Head Office of the firm.

It would be well to consult the German firm and, if necessary obtain its agreement regarding this matter."



Copy for Mr. Kieffer

316045

RG 466
Entry 466
Box 7

DECLASSIFIED

Authority NND 957577

By SDM NARA Date 19/1/99

7178

MEMORANDUM

Ref: 8. US.

25 October 1949

To: Mr. H. Sortor, in the Continental Bank as the representative of the U.S. Economic Office of Economic Affairs, MIOOC, head of the Continental Agency and Property Division, as of 1945 by the Staff Office of the First External Assets Investigations Branch,

APO 807, Bad Neuenahr, Germany and the German firm and, if necessary

From: Mr. J.P. B. Ross,
Deputy Director,
External Assets Division,
I.A.R.A.,
Brussels, Belgium

Subject: US MGAX Tabulations for Belgium - Claims against the Continentale Bank, Brussels, of Borsig Lokomotiv Werke, Hennigsdorf; Maschinenbau & Bahnbedarf, A.G., Potsdam; and Arn Jung Jungenthal, Kirschenthal

Reference is made to a memorandum, dated 23 August 1949, from Mr. L.E. Madison requesting further information, on behalf of the Belgian Custodian, regarding bank accounts shown in the MGAX tabulations as having been declared by the German firms Borsig Lokomotiv Werke, Maschinenbau & Bahnbedarf and Arn Jung Jungenthal with the Continentale Bank, Brussels.

In addition to their first request for information, the Belgian Authorities have now sent us the following further comments and questions regarding the claims of Maschinenbau & Bahnbedarf, A.G., Potsdam against Continentale Bank, Brussels:

"Our representative for the vested Continentale Bank, Brussels, informs us that he has got in touch with the Maschinenbau und Bahnbedarf A.G., now called Orenstein & Koppel, A.G., Tempelhofer Ufer 23-24, Berlin S.W.1., with a view to obtaining information regarding this contested claim."

The German firm has given him the following information. The accounts involved are numbers 2217 and 1603.

No. 2217 - MMA Machines & Material de Chemin de fer S.A. Bd. E. Jacqmain, 90/92, Brussels.

This account was liquidated on 23.11.42 by payment of B.F. 504,980.

No. 1604 - Erich Grande - representative of the Maschinenbau und Bahnbedarf A.G., formerly Orenstein & Koppel, 90 Bd. Emile Jacqmain, Brussels.

This account was liquidated on 17.4.44 by payment of B.F. 83,850.

Continued.....

316046

RG 466
Entry ~~Central Records~~
Box 7

DECLASSIFIED

Authority NND 957577

By SDM NARA Date 19/8/99

WATER MARKED INFORMATION SECURITY BRUSSELS

MEMORANDUM

Ref: 8-Our Representative therefore assumes that there no longer exist, as of August, 1949, any claim on the Continentale Bank, as the sum of B.F. 1,244,109.- represents, in fact, the bookkeeping value of the Brussels Agency which was taken over at the end of 1943 by the Head Office of the firm.

Other External Assets,

It would be well to consult the German firm and, if necessary obtain its agreement regarding this matter."

10407, US Army,
Bad Nauheim, Germany.

To: L.D. Madison,
External Assets Division,
T.A.R.A.,
Brussels, Belgium.

J. P. B. ROSS

Subject: U.S. MCAI Tabulations for Belgium --
Claims against the Continentale Bank,
Brussels; of Borsig Lokomotiv Werke,
Hennigsdorf; Maschinenbau & Bahnbedarf
A.G., and Arm Jung Jungenthal, Kirschen
(Bnk. 6534, 17.454 and 19.478).

3688

The following are complete extracts of the German claims under reference:

MCAI Tabulations

1. Borsig Lokomotiv Werke, Hennigsdorf Bank Accounts Continentale Bank Brussel	1466457	49928	042900
2. Masch Bau. u. Bahn Bed AG Potsdam Bank Accounts Continentale Bank Brussel	1244109	42500	042900
3. Arm Jung Jungenthal, B Kirchen Bank Accounts Continentale Bank Brussel	489485	16642	042900

In checking these claims, the Belgian authorities were unable to find any trace in the records of the Continentale Bank and they consequently communicate Copy for Mr. Kieffer German firms in question. In the first two cases the reply is negative, the German firms claiming that they were not familiar with the original declarations and could not find any trace of the claims in question (copies of replies received from the German firms are enclosed). It appears that in both cases the original firm no longer exists and that another German firm has taken its affairs. The firms which now appear to replace the two aforementioned claims are: "Berlin Maschinenbau A.G. vorm b., Schwarzkopf, Scherdingstrasse 15-26, Berlin V, H.M. Volkeigner Betrieb Lokomotivbau-Elekrotechnische Werke (L.E.W.), Hennigsdorf. In the third case, the communication was returned stamped "Insufficient address (Ungemogende Adresse).

316047

RG 4662
Entry *WICG*
Box 7

DECLASSIFIED

Authority NND 957577

By SDM NARA Date 19/8/99

INTER ALLIED REPARATION AGENCY, BRUSSELS

MEMORANDUM

412
See attached file up

Ref: 8.CC.4

23 August, 1949.

To: Mr. H. Sorter,
Chief External Assets,
Investigation Section, Property Group,
Office of Economic Advisor,
APO 407, US Army,
Bad Nauheim, Germany.

From: L.E. Madison,
External Assets Division,
I.A.R.A.,
Brussels, Belgium.

Subject: U.S. MGAX Tabulations for Belgium ---
Claims against the Continentale Bank,
Brussels of Borsig Lokomotiv Werke,
Hennigsdorf; Maschinenbau & Bahnbedarf
A.G., and Arn Jung Jungenthal, Kirschen
(Enn. 6534, 17.454 and 19.476).

5688

The following are complete extracts of the German claims under reference:

MGAX Tabulations

1. Borsig Lokomotiv Werke, Hennigsdorf Bank Accounts Continental Bank Bruessel	x	1468457	49928	04290006
2. Masch Bau u Bahn Bed AG Potsdam Bank Accounts Continental Bank Bruessel	x	1244109	42300	04290011
3. Arn Jung Jungenthal B Kirchen Bank Accounts Continental Bank Bruessel	x	489485	16642	04290008

In checking these claims, the Belgian Authorities were unable to find any trace in the records of the Continentale Bank and they consequently communicated directly with the German firms in question. In the first two cases the reply was negative, the German firms claiming that they were not familiar with the original declarations and could not find any trace of the claims in question (copies of the replies received from the German firms are enclosed). It appears that in both cases the original firm no longer exists and that another German firm has taken over its affairs. The firms which now appear to replace the two aforementioned claimants are: Berlin Maschinenbau A.G. vorm L., Schwarzkopf, Scheringstrasse 13-28, Berlin and V.E.M. Volkeigener Betrieb Lokomotivbau-Elektrotechnische Werke (LEW), Hennigsdorf. In the third case, the communication was returned stamped "Insufficient address" (Ungenugende Adresse).

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- 2 -

I shall be grateful if you will obtain further details regarding these three items, as well as any available documentation which may enable the Belgian Custodian Authorities to evaluate these German claims and eventually vest them as German external assets.

C. E. Madison

Copy for Mr. Kieffer

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C O P I E .

Berliner Maschinenbau - A.G. Worm. L. Schwartzkopff, Berlin N 31,
Scheringstrasse 13-28.

Ma/Kp 2011 24 August 1949. *see 13-28*

60.321 4940

Continentale Bank S.A.,
Brüssel.
72A, rue Royale.

Betrifft: Ihre Nachricht vom 5.7.49 (LP), unser Schreiben vom 20.7.49.

Wir erhielten Ihr erneutes Schreiben wegen der Anmeldung der Forderung von bfrs 2.100.709.- und teilen Ihnen hierzu mit, dass wir zunächst keine Stellung dazu nehmen können, wenn diese Forderungsanmeldung ohne weiteres zurückgezogen werden soll. Es ist durchaus möglich, dass es sich auch um eine Anmeldung einer Abteilung der AEG Berlin handelt, die ihren Sitz in Wildau hatte und zwar in den Fabriksanlagen unserer früheren Tochtergesellschaft, der Maffei-Schwartzkopff-Werke G.m.b.H., die wir in den Jahren 1931/32 käuflich der AEG und Siemens überlassen haben. Nach unserer Ansicht dürfte es Ihnen doch wohl möglich sein, Einblick in die Original-Anmeldung bzw. eine Abschrift derselben zu verlangen. Durch die einfache Zurückziehung der Forderungsanmeldung könnte ein Schaden erwachsen, für den wir von uns aus keine Verantwortung übernehmen möchten, nach unserer Ansicht müsste grundsätzlich ermittelt werden, wer dieselbe getätigt und vollzogen hat. Wir erwarten Ihren weiteren Bescheid und zeichnen

hochachtungsvoll.

Handwritten signature of a bank official

COPIE CERTIFIEE CONFORME:

CONTINENTALE BANK S. A.

sous sequestre

Handwritten signature of a bank official

316050

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By SDM NARA Date 19/8/99

C O P I E .

BERLINER MASCHINENBAU - A.G. vorm. L. SCHWARTZKOPFF, Berlin.

Ma/B (1) Berlin N 31, Scheringstrasse 13-

20.Juli.1949. 30.7.1949.

Continentele Bank S.A.,
unter Sequester,
Bruxelles.

72A,rue Royale.

Ihr an die Berliner Maschinenbau Wildau gerichtetes Schreiben vom 5.d.Mts. wurde und durch die Post nach Berlin zugeleitet.

Wir sind zunächst nicht in der Lage zu dieser Stellung zu nehmen da uns die von Ihnen erwähnte Anmeldung einer Forderung von bfrs 2.100.709.- Ihnen gegenüber nicht in Erinnerung ist. Unsere buchhalterischen Unterlagen sind gelegentlich der Besetzung des Werkes Wildau durch die russisch Besatzungsmacht sämtlich verlorengegangen. Vielleicht haben Sie Gelegenheit, die Sache noch weiter zu klären. Im zutreffenden Fall bitten wir um die Freundlichkeit, uns hierüber zu berichten.

Hochachtungsvoll.

COPIE CERTIFIEE CONFORME:

CONTINENTALE BANK S.A.
sous sequestre

Annexe

654

316051

Bankverbindungen: Bezirksbank Berlin-Kreuzberg Nr. 5/8158, Postscheck Berlin-West Nr. 138 85. Stadtsparkasse Berlin. Die beiden genannten Banken verwalteten Gültigkeiten sind soweit beteiligt, als

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By SDM NARA Date 19/8/99

C O P I E .

V E M

Volkseigener Betrieb
ORENSTEIN & KOPPEL
 Lokomotivbau - Elektrotechnische Werke (KLEINGESELLSCHAFT)

BERLIN SW 61, TEMPELHOFER STRASSE 237a, PERILOTTENSTRASSE 60/61, FRANCKESTRASSE 10, PREUKER BERLIN

Titl. 336 Bh, Schl/A. 30.7.1949.
 H 100 G

Office of Economic Affairs
 Continental Bank S.A.
 Privatstrasse 11
 unter Sequester,
 Bruxelles - Belgien

At 72A, rue Royale s. r.,
 Frankfurt/Main

Betreff: Anmeldung einer Forderung in Höhe von bfrs 1.468.457.-.

Ihre Recherchen Ihre Nachricht vom Ihnen danken wir Ihnen Zeichen BERLIN
 Ihre an die Borsig Lokomotiv-Werke gerichtete Zuschrift vom 5.7.1949
 gelangte in unserem Besitz.

Wir sind leider nicht in der Lage, Ihre Angaben zu prüfen, da sämtliche Forderungen gegen die Continentalbank Brüssel durch Kriegseinwirkung und Demontage verloren gegangen sind.

Unter Bezugnahme auf den Bericht Ihres Herrn Dr. Stör geben wir möchten Sie bitten, uns mitzuteilen, von welcher Stelle obige Forderung angemeldet wurde.

Die Forderung wurde uns unserer Gesellschaft gegen die Continentalbank Brüssel aus der Zeit vor Hochachtungsvoll bestehend nicht. Wir standen wohl mit der Continentalbank in den Jahren 40/44 in Geschäfterverbindung und zwar wurden für uns die Konten geführt.

Nr. 2217 MBA-Machines & Matériel de chemin de fer
 COPIE CERTIFIEE CONFORME: Signatur: Erich Gräfe, Brüssel,

u CONTINENTALE BANK S.A. SchAGRANDE, Beauftragter der Maschinenbau und
 sous sequestre Baldwinart AG, vorm. Orenstein & Koppel, Brüssel.

Beide sind aber nach Erklärung der Continental Bank (Brief vom 22.9.49) aufgelöschen.

Die Firma Henschel & Sohn, Kassel, hat während des Krieges für sämtliche deutschen Lokomotivfabriken, wozu auch wir gezählt haben, im Auftrage des Hauptausschusses für Schienenfahrzeuge, der seinerseit die behördliche Planung der Lokomotivindustrie durchführte, Materialankäufe in Belgien vorgenommen. Die hier notwendigen Gelder wurden Henschel von den beteiligten Lokomotivfabriken in Reichsmark zur Verfügung gestellt. Henschel hat die Reichsmarkbeträge in belg. Frs. umgewandelt und bei der Continental Bank Brüssel eingezahlt. Aus diesem Geschäft ist lt. Mitteilung Henschel & Sohn bei Kriegsende ein Guthaben von

belg. Frs. 20.395.242,25 = RM. 1.631.619,38

verblieben, das von Henschel über die Deutsche Reichsbank in Kassel am 12. Oktober 1945 gemäß Art. 2 Ges. 53 angemeldet wurde. An diesen vom Henschel treuhänderisch verwalteten Guthaben sind die einzelnen deutschen Lokomotivfabriken sowohl beteiligt,

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Authority NND 957577
By SDM NARA Date 19/8/99



ORENSTEIN & KOPPEL AKTIENGESELLSCHAFT

BERLIN SW61, TEMPELHOFER UFER 23/24 · FERNRUF: 663411 - 668816 · DRAHTWORT: ORENKOP BERLIN

Titl.

H I C O G

Office of Economic Affairs
Property Division
External Assets Branch
APO 157
Attn. Mr. E n g l e r ,
F r a n k f u r t / M a i n
J.G. Hochhaus.

Ihre Zeichen

Ihre Nachricht vom

Unsere Nachricht vom

Unsere Zeichen

Fr/Bu.

BERLIN

9. Juni 1950.

Betr.: Forderungen gegen die Continentalbank Brüssel.

Unter Bezugnahme auf den Besuch Ihres Herrn E n g l e r geben wir Ihnen zu diesem Komplex folgende Erklärung:

Eine unmittelbare Forderung unserer Gesellschaft gegen die Continentalbank Brüssel aus der Zeit vor dem Zusammenbruch besteht nicht. Wir standen wohl mit der Continentalbank in den Jahren 40/44 in Geschäftsverbindung und zwar wurden für uns die Konten geführt

Nr.2217 MBA-Machines & Matériel de chemin de fer ,
Bevollmächtigter: Erich Grande, Brüssel,
u. Nr.1603 Erich GRANDE, Beauftragter der Maschinenbau und
Bahnbedarf AG,vorm.Orenstein & Koppel, Brüssel.

Beide sind aber nach Erklärung der Continentale Bank (Brief vom 22.9.49) ausgeglichen.

Die Firma Henschel & Sohn, Kassel, hat während des Krieges für sämtliche deutschen Lokomotivfabriken, wozu auch wir gezählt haben, im Auftrage des Hauptausschusses für Schienenfahrzeuge, der seinerzeit die behördliche Planung der Lokomotivindustrie durchführte, Materialankäufe in Belgien vorgenommen. Die hierzu notwendigen Gelder wurden Henschel von den beteiligten Lokomotivfabriken in Reichsmark zur Verfügung gestellt. Henschel hat diese Reichsmarkbeträge in belg.Frs. ungewandelt und bei der Continentale Bank Brüssel eingezahlt. Aus diesem Geschäft ist lt. Mitteilung Henschel & Sohn bei Kriegsende ein Guthaben von

belg.Frs.20.395.242,25 = RM.1.631.619,38

verblieben, das von Henschel über die Deutsche Reichsbank in Kassel am 12.Okttober 1945 gemäss Art.2 Ges.53 angemeldet wurde. An diesem vom Henschel treuhänderisch verwalteten Guthaben sind die einzelnen deutschen Lokomotivfabriken soweit beteiligt, als

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sie durch Anzahlungen Henschel Reichsmarkbeträge zur Verfügung gestellt haben. Nach Mitteilung von Henschel beträgt unser Anteil an dem Guthaben bei der Continentale Bank belg.Frs.1.244.109,78 = RM.99.528,78.

Da für die Lokomotivfabrikation unser früheres Werk in Potsdam-Babelsberg in Frage kam, wurde der Schriftwechsel in dieser Materialankaufsangelegenheit zwischen Henschel und unserem Werk geführt. Aus diesem Grunde wird von Henschel als Beteiligter an dem Guthaben bei der Continentale Bank nicht unsere Gesellschaft mit Sitz in Berlin, Tempelhofer Ufer, sondern unser Werk Babelsberg genannt. Uns selbst war bis zur Aufklärung durch Henschel (Brief vom 23.11.49) von einem Guthaben bei der Continentale Bank Brüssel nichts bekannt, sondezn wir kennen nur einen Anspruch an Henschel, Kassel, in Reichsmark. Es ist deshalb auch von uns eine Anmeldung einer Forderung gegen die Continentale Bank Brüssel in Höhe von belg.Frs.1.244.109,78 nicht vorgenommen worden.

Nach den Ausführungen, die uns Herr E n g l e r machte, muss aber eine Anmeldung stattgefunden haben. Es würde uns interessieren, wer diese Anmeldung vorgenommen hat, da wir ein berechtigtes Interesse an einer Anerkenntnis unserer Forderung haben, weil wir Rückzahlung unserer Reichsmarkforderung an Henschel erhalten können, wenn andererseits eine Auszahlung der Forderung an Brüssel stattfindet. Im übrigen bemerken wir noch, dass unser früheres Werk Babelsberg uns in der Zwischenzeit entschädigungslos enteignet wurde und heute ein volkseigener Betrieb ist, der an und für sich nicht berechtigt wäre, eine Forderung unter unserem früheren Firmennamen "Maschinenbau u.Bahnbedarf AG" an das Ausland anzumelden. Unsere Vermutung geht dahin, dass von Henschel eine Anmeldung des Gesamtguthabens bei der Continentale Bank Brüssel in Höhe von belg.Frs. rund 20 Millionen vorgenommen wurde mit dem Hinweis, dass hiervon die einzelnen Lokomotivfabriken, u.a. auch wir, mit gewissen Beträgen, in unserem Falle rd.belg.Frs. 1.244.000,-- beteiligt sind, und dass von der Anmeldestelle der deutschen Reichsbank Kassel die Gesamtanmeldung Henschel aufgeteilt wurde in fiktive Anmeldungen der einzelnen Lekomotivfabriken.

Abschliessend betonen wir nochmals, dass die auf unserem Namen stehende Forderung gegen die Continentale Bank über Henschel in Höhe von rd.belg.Frs.1.244.000,-- nichts zu tun hat mit unser unmittelbaren Geschäftsverkehr mit der Continentale Bank Brüssel über die eingangserwähnten zwei Konten, noch mit irgendwelchen evtl. Restforderungen oder Restschulden, die wir an unsere Nie derlassung in Brüssel bei Kriegsende hatten.

Hochachtungsvoll

O r e n s t e i n & K o p p e l
Aktiengesellschaft

W. Conller
PS.Zur Orientierung teilen wir noch mit, dass unsere Gesellschaft bis 1949 Maschinenbau und Bahnbedarf AG firmierte, und seit dem wieder Orenstein & Koppel.

D.O.

316054

RG 466
Entry HICOG
Box 7

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Authority NND 957577By SDM NARA Date 19/8/99MEMORANDUM

4226

To : Mr. Herbert Sorter,
Office of Economic Affairs, HICOG,
Property Division,
External Assets Investigations Branch,
APO 757, Frankfurt, Germany.

From : Mr. J.P.B. Ross,
Deputy Director,
German External Assets Division,
I.A.R.A.,
Brussels, Belgium.

12 June, 1950.

Subject : MGAX and HKAX tabulations for Belgium -
further information requested in ten specific
cases.

The following is a list of ten items from the MGAX and HKAX tabulations for which the Belgian Custodian Authorities require further information. Where possible, a complete extract is given from the Tabulations, followed by the comments and questions of the Belgian Authorities :

A. MGAX tabulations

1. Hebborn U Co H Heidelberg Handschuhsheim
Book claims Reichsmark
De Virginal Pap 151 rue Bara Bruessel

194 78

52304445

Information required

The Belgian firm states, after having examined its accounts, that the goods which form the subject of the above claim cannot have reached their destination. It can find no trace of them and therefore maintains that it is not in debt to the German firm. Additional information is essential if the German firm is to maintain its claim.

2. Heitger Joseph Mannheim
Book claims Reichsmark
Small items

4176 1675

05206084

Information required

The additional information provided by the American Authorities is worded as follows : (See your report No. 4 of 7 October 1949 entitled "US/MGA IARA 5 - Belgian MGAX Tabulations")

"Joseph Heitger, Mannheim-Böcklinstrasse 29 has not declared any claim against Belgium; it would seem that this entry was made erroneously."

Is the declaration therefore to be considered null and void ?

No action

null

Answer

Yes

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Amis Berger

9/44

3. Jugendamt Frankfurt Main

Book claims	Reichsmark	
Simon Wilh Angleur	0528	5675
Book claims	Reichsmark	2276
Geudens Jaak Antwerpen	0544	6500
Book claims	Reichsmark	2607
Guill Y Nikol Luettich	0830	7880
Book claims	Reichsmark	3160
De Vriendt Johann Lede	0944	7880
		3160

004

Information required

We should like to have the complete address of the debtors.

At the same time it would be useful to have some information regarding the nature of these claims, - dates and supporting documents. We observe some of the claims date back to 1928 and 1930.

Is this not a "Youth Organisation" ?

There are two communes in Belgium with the name of "Lede", one near Antwerp, the other one near Ghent. Which one is it?

4. Rheta Schaeuble U Co Mannheim

Book claims	Reichsmark	
Small items		9326

3740

0520

Information required

The documents, of which we have received photostats, have not given any new information which might enable us to recover the claims (See your note of 9 May 1949 entitled "US/MGAX/IARA 5 - Belgian MGAX Tabulations")

We are waiting for any new information which may come in relating to this question. At the same time, there is every reason to believe that enquiries made by the German firm from their Belgian debtors have remained without result.

5. Roemer Herman Düsseldorf

Book claims	Reichsmark	
Stein et Roubaix Bressour Luettich	1243	9620

6170

3858

Information required

In 1944 the Belgian firm declared a debt of RM. 9,380 due to the firm Karrenberg & C° - Miltenberg a/Main.

The Belgian firm has informed us that Roemer, Hermann, is the founder and director of Karrenberg & C°, and that what is involved is the debt of RM. 9,380 referred to in para. 1. The Belgian firm contests the sum declared by the firm Karrenberg & C°.

It is important to know whether Roemer's declaration was in fact the name of Karrenberg & C°, and to discover supporting evidence, if possible, the discrepancy between the amount of the claim declared in Germany and indicated by the Belgian firm.

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6. Steatit Magnesia Aktiengesellschaft Lauf
Book claims Reichsmark
Small items

064008

R 9871

3958

Information required

Details of the heading "small items" have been provided by the American Authorities (See your report of 9 May 1949 entitled "US/MGAX/LARA Belgian MGAX tabulations")

On examination of the claims, the following facts are clear :

1. The Belgian Company Radio Electrique maintains that it completely settled its account with the Steatit Magnesia.
2. The Belgian Co. E.G.E.A. states that the German Co. is unknown to it. It has checked all its 1944 imports and can find nothing coming from the Steatit Magnesia firm. This position should be brought to the notice of the German firm and documents in support of the two claims should be produced so that the books of the Belgian firms can be checked.
7. Zentralkasse Suedw Dt Volksbanken Karlsruhe
Conting claims Belgian franc 10800 367
Small items

0530042

Information required

The additional information which has reached us has enabled us to state that the Hansa Bank on 9.6.44 opened a credit of Fr. b. 10,800, registered under No. 21167, on instructions from the Commerzbank-Berlin (reference No. 88518), acting on instructions from the Zentralkasse Volksbanken A.G. Karlsruhe, in favour of the Gondroxon factory at Saventhem (See your report of 23 March 1950 entitled : "Additional information regarding certain items appearing in the US tabulations for Belgium".)

This credit was not used and the Hansa Bank made no payment to Gondroxon under this heading.

As cover for the credit, the Commerzbank Berlin made a payment to the Germano-Belgian Clearing in favour of the Hansa Bank of RM. 864 = B. fr. 10,800. On 28.6.44 the Brussels Bank of Issue liquidated the proceeds of this transfer to the Hansa Bank by a payment of B. fr. 10,783,80. The Hansa Bank credited this sum to its account with the Commerzbank Berlin (Akkreditiv, Deckungskonto).

It is thus the latter Bank which is creditor of this sum vis à vis the Hansa Bank and not the Zentralkasse S.D. Volksbanken which ought to record a debt of the same amount due to the Commerzbank Berlin.

It should be noted that the firm Krieger - Karlsruhe has made a declaration in connection with the same affair.

This firm has no claim to make against the Hansa Bank, but against its own Bank, the Zentralkasse S.D. Volksbanken A.G. Karlsruhe, which in turn ought to claim against the Commerzbank Berlin, since the latter alone possesses a credit in its current account of B. Fr. 10,783 in the books of the Hansa Bank.

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Eckert & Greybe M
vans for
in May 3.

B. MGAX Hand Tabulations

8. Dynamit Aktien-Gesellschaft, Vormals Alfred Nobel & C^o Troisdorf,
Kreis Koeln

Book claims Reichsmark
Leon Wengler, Brussels 1939

14.675
22/4/43

647/05

Information required

The German firm sent the following reply to the Belgian firm with regard to this claim :

"Wir haben noch Ihr Schreiben vom I.d. Mts. vorliegen und teilen Ihnen hierzu mit, dass wir den in Frage stehenden Betrag nicht zur Anmeldung gebracht haben, da in unseren Buchern eine derartige Forderung an Sie nicht zu verzeichnen ist."

Wir hoffen, Ihnen mit diesen Angaben gedient zu haben.

Kundenbuchhaltung Kunststoffe."

We should like to know whether this statement, although a relatively recent one, is now withdrawn by the German firm.

9. Wirtschaftliche Forschungsgesellschaft m.b.H.,
Hauptabteilung Transport

Book claims Reichsmark
S.A. Ateliers de Trazegnies Trazegnies 1943

18881

006/5918

8 Okt 1943
R 17.28.6

Information required

The Belgian firm states that after examination of its books it can find no trace of an advance made by the German firm for delivery of a petrol wagon. It adds that it never made such a delivery to the German firm.

Additional details are needed, in particular, the date of the payment, how made, the Belgian Bank which received the payment etc.

C. BKAX Tabulations

10. Stock u Co R Berlin Marienfelde
Numerous book claims against Belgian debtors

90215036

Information required

It has not been possible to identify a large number of debtors through lack of a proper address. Those whom we have been able to contact in most cases contest the claims made against them. A large number of them maintain that they made the payments in question to M. Gangler in Brussels, who was the agent of Stock and C^o, as and when deliveries were made.

It should be noted that M. Gangler figures among the debtors declared by Stock and C^o.

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5.

One party whom we questioned both with regard to his debt and to the sums supposed to have been paid to him by other debtors indicated by Stock & C°, states that he did in fact have goods on deposit from Stock at the time of liberation, but states that the goods he held vanished after a burglary in November 1944.

As to the sums said to have been paid to him by the debtors of Stock & C°, he can offer no explanation since his accounting records disappeared after the burglary in question. He adds that if payments of this kind were in fact made to him, they were certainly transferred by him to Stock & C°.

He concludes by stating that he is himself a creditor of Stock & C°, in respect of costs and salary due to him.

We consider that the above should be brought to the notice of Stock & C°, who should be asked to provide documents in support of the claims declared by the Company (invoices, statements of account, etc.); as well as the exact address of the debtors.

Any change that may result in the Stock declaration should be communicated to us.

Copy for Mr. Kieffer.

316059

RG 466
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Authority NND 957577

By EDM NARA Date 19/8/99

OFFICE OF MILITARY GOVERNMENT FOR GERMANY (US)
 Office of the Economics Adviser
 APO 607
 Bad Nauheim, Germany

7 September 1949

Dr. Alexander Mackay
 Gesellschaft für elektro-
 chemische Industrie G.m.b.H.
 U.S.-Administration
 Munich, Germany

1. With reference to our letter of 11 August 1949 you are urged to submit the information requested therein at your earliest convenience.

2. For your information and guidance there is quoted below Article VII of Allied Control Council Law No. 5:

"In addition to the general powers contained in Article I of this Law the Commission shall be vested with the following specific powers which it may exercise directly or through any agency which it deems appropriate -

- (a) to do all acts which it deems necessary or appropriate to obtain possession or control over all property, the right, title or interest in which is vested in the Commission under this Law;
- (b) to operate, control and otherwise exercise complete dominion over all such property, including where this is essential to the preservation of the value represented by the property, the sale, liquidation or other disposal thereof subject to the provisions of Article VI;
- (c) to require the keeping of full records, and to seize or require the production of any books of account, records, contracts, letters, memoranda, or other papers relating to any property affected by this Law and to compel the attendance of witnesses and to require the furnishing of full information regarding such property;
- (d) to require information, evidence and records with regard to any property outside Germany, in whole or in part, of all persons covered by Articles II and III hereof."

Tel.: Bad Nauheim 2041.2241
 Ext. - 252

HEINRICH SORTER
 Chief
 External Assets Investigations
 Section, Property Group

U.S.-Administration
 Der Treuhänder

Rudolf Lecker

316060

MR. SORTER
 MR. SORTER

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Authority NND 957577
 By SDM NARA Date 19/8/99

OFFICE OF MILITARY GOVERNMENT FOR GERMANY (US)
 Office of the Economics Adviser
 APO 807
 Bad Nauheim, Germany

11 August 1949

Dr. Alexander Wacker
 Gesellschaft für elektro-
 chemische Industrie G.m.b.H.
 U.S.-Administration
 Munich, Bavaria
 Germany

Reference is made to your MGAX(1) declaration of foreign assets which listed

- (a) book claims - small items - RM 30,471
- (b) book claims against Mench & Co., Brussels, - RM 11,929

Further reference is made to supplementary information supplied by you through the Land Central Bank with respect to item (a) mentioned above.

The list prepared by you showing the various debtors owing a total of RM 30,472.25 was submitted to Belgian custodian authorities. These authorities have now commented as follows:

"The debtors in question state that they know nothing of the deliveries charged against them and that they did not receive any invoices. Some of them point out that, since most of the invoices are dated August 1944, it is likely that the goods were shipped but that they never reached their destination, any more than the invoices, owing to war events during that period. The Cie Continentale du Pegamoid, 291 Chaussee de Mens, Brussels (RM 491.70), goes as far as to say that they had had no relations with the firm Wacker Alexander since 13.5.41. In view of all this and of the extent of the claim, it would be useful to have the question re-examined and to obtain the necessary documents and details to enable us to proceed with our investigations in connection with the debtors."

In view of the foregoing comments of the Belgian custodian you are requested to submit to this Office at your earliest convenience any additional information at your disposal which would enable Belgian authorities to verify the statements made by the

G.m.b.H.
 U.S.-Administration
 Der Treuhänder

Rudolf Lecker

316061

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Authority *NND 857577*
By *SDM* NARA Date *19/8/99*

Belgian firms in question. In particular, you are requested to submit, if possible, documentation which shows that the goods were actually shipped by you and received by the addressees concerned. You will note that Cie Continentale du Pegamoid, Brussels, has claimed that they had had no relations with your firm since 13 May 1941. In this specific case, your submitting documentation refuting this assertion would be extremely appreciated.

Tel.: Bad Nauheim 2041, 2241
Ext. - 252

HERBERT SORTER
Chief
External Assets Investigations
Section, Property Group

- 2 -

316062

G.m.b.H.
U.S.-Administration
Der Treuhänder

Rudolf Secker

RG 466
 Entry Central Records
 Box 7

DECLASSIFIED

Authority NND 957577By SDM NARA Date 19/1/99*Exhibit 6*

WACKER

DR. ALEXANDER WACKER GESELLSCHAFT FÜR ELEKTROCHEMISCHE INDUSTRIE GMBH. MÜNCHEN

U. S. - ADMINISTRATION

Fernruf: München Sammelnummer 2991

Drahtwort: Wackerchemie München

Fernschreiber: Amt 063 Rufnummer 866

Postcheckkonto: Amt München Nr. 5942

Bayerische Landeszentralbank München; 84

Code: Rudolf Mosse Code, ABC Code 6th Edit.

Bentley's Code, Bentley's Second phrase Code

MÜNCHEN 22 Prinzregentenstr. 22
Schließfach 1

8. September 1949

Office of Military Government
for Germany (US)
Office of the Economics Adviser
APO 807

(16) Bad Nauheim

Ihre Zeichen

Ihre Nachricht vom

Unsere Zeichen

II/Gr/Schm

Betreff: Unsere Forderungen an Kunden in Belgien;
Ihr Brief vom 11.8.49.

Wir haben uns mit der Landeszentralbank von Bayern, München als Nachfolgerin der damaligen Reichsbank München wegen des Verbleibes unserer Zahlung an die Firma Mench & Co., Brüssel vom 7.8.44, RM 11.740.-- in Verbindung gesetzt. Sie teilte uns mit, dass die Überweisung ordnungsgemäss an die Reichshauptbank Berlin weitergeleitet wurde. Die Landeszentralbank hat die Deutsche Verrechnungskasse in Berlin ersucht, den weiteren Weg der Überweisung zu verfolgen. Wir werden Sie von dem Ergebnis der Nachforschungen in Kenntnis setzen.

Die Erklärung der Companie Continental du Pegamoid, 291 Chaussée de Mons, Brüssel, sie habe seit dem 13.5.41 keine Verbindung mehr mit unserem Haus gehabt, stimmt nicht. Wir haben von dieser Firma zuletzt am 25.2.44 RM 654.50 und am 30.5.44 RM 477.40 für unsere Lieferungen vom 11.12.43 und 18.4.44 überwiesen erhalten. Unbeglichen steht auf diesem Konto noch unsere Rechnung vom 22.8.44, RM 392.70 und unsere Belastung vom 19.1.45 für nicht zurückgegebene Fässer, RM 79.--.

Bei unseren Geschäften mit Belgien handelt es sich zum Teil um direkte Lieferungen ab unserem Werk Burghausen, für die wir die Rechnung grundsätzlich nur auf Grund der Versandpapiere erstellen, oder um Auslieferungen von unserem damaligen Lager Antwerpen bei der Firma Lanoy Constant, Spedition Antwerpen/Belgien, 77 Rue de Bom. Die Rechnungen für diese Lieferungen wurden auf Grund der Auslieferungspapiere des Lagerhalters erstellt.

Wir können Ihnen, wenn Sie es wünschen sollten, die Abschriften der Rechnungen und Belege erstellen. Die Auslieferungs-Machweise für die direkten Lieferungen ab unserem Werk Burghausen müssten erst bei der Reichsbahn eingeholt werden. Für die Lieferungen ab unserem Lager Antwerpen, die den grössten Teil der Posten darstellen, gingen unsere Unterlagen durch Kriegseinwirkungen im Jahre 1944 verloren, so dass darüber nur noch die Firma Lanoy, Antwerpen eventuell Auskunft geben könnte.

Dr. Alexander Wacker
Gesellschaft für elektrochemische Industrie
G.m.b.H.
U.S.-Administration
Der Treuhänder

Rudolf Lecker

316063

RG 466
Entry 1000
Box 7
Official Records

DECLASSIFIED

Authority NND 957577

By SDM NARA Date 19/1/99

*Transcription of Exhibit 6*Translation
Km/Ke.

Office of Military Government
for Germany (US)
Office of the Economics Adviser
APO 807

(16) Bad Nauheim

II/Gr/Schm 8 September 1949

Subject: Our claims against customers in Belgium;
your letter dated 11 August 1949.

We got in touch with the Landeszentralbank von Bayern, Munich, as successor of the former Reichsbank Munich to make enquiries on what became of our payment of RM. 11.740.- which we made to Messrs. Mench & Co., Brussels on 7 August 1944. We were informed that the transfer was sent on properly to the Reichshauptbank Berlin. The Landeszentralbank has requested the Deutsche Verrechnungskasse in Berlin to follow up the way which the transfer took. We shall inform you of the result of these investigations.

The assertion of the Cie. Continentale du Pegamoid, 291, Chaussée de Mons of Brussels that they had no connection with us after 13 May 1941, is not correct. We received from this company for the last time on 25.2.44 RM. 654.50 and on 30.5.44 RM. 477.40 in payment for supplies which we made on 11.12.43 and 18.4.44. Unpaid on this account is our invoice of 22.8.44 for RM. 392.70 and our debit of 19.1.45 amounting to RM. 79.- for drums which were not returned.

Part of our transactions with Belgium involved direct supplies made by our factory of Burghausen for which invoices were rendered on principle according to dispatch documents, or supplies made by our former depot in Antwerp with Mr. Constant Lanoy, shipping agent of Antwerp/Belgium, 77, rue de Bem. Invoices for these supplies were made out by us according to the supply advices issued by Mr. Lanoy.

Upon your request we shall submit copies of the invoices and vouchers. Vouchers for direct supplies made by our factory of Burghausen would have to be procured from the Reichsbahn. Our files for supplies made by the Antwerp depot and which account for the majority of the debits were lost in 1944, by war consequences, so that Mr. Lanoy alone could possibly supply details.

Dr. Alexander Wacker
Gesellschaft für elektrochemische Industrie
G.m.b.H.
U.S. Administration
The Trustee

316064

RG 4466
Entry 7
Box 7
Wacker
General Rec'd

DECLASSIFIED
Authority NND 957577
By SDM NARA Date 10/10/99

Exhibit 7

WACKER

DR. ALEXANDER WACKER GESELLSCHAFT FÜR ELEKTROCHEMISCHE INDUSTRIE GMBH. MÜNCHEN

U. S. - ADMINISTRATION

Fernruf: München Sammelnummer 2991 2849

Drahtwort: Wackerchemie München

Fernschreiber: Amt 063 Rufnummer 866

Postscheckkonto: Amt München Nr. 5942

Bayerische Landeszentralbank München: 84

Code: Rudolf Mosse Code, ABC Code 6th Edit.

Bentley's Code, Bentley's second phrase Code

MÜNCHEN 22 Prinzregentenstr. 22
Schließfach 1

24. September 1949

Ihre Zeichen

Ihre Nachricht vom

Unsere Zeichen

II Gr/Ze.

Betreff:

Unsere Forderungen an Kunden in Belgien;

Unsere Zahlung v. 7.8.44 RM.11.740.-- an Mench & Co.,
Brüssel/Belgien

In Ergänzung unseres Schreibens vom 8.9.49 geben wir Ihnen das Ergebnis unserer Nachforschungen nach dem Verbleib unserer Zahlung vom 7.8.44 an die Firma Mench & Co., Brüssel/Belgien über RM.11.740.-- bekannt. Die Landeszentralbank von Bayern, München teilte uns am 10.9.49 folgende Auskunft der Deutschen Verrechnungskasse Berlin mit:

"Auf die dortige Anfrage vom 1.9.1949 betr. eine Überweisung von

RM.11.740.--

zu Gunsten der Firma Mench & Co. Maschinenfabrik, Brüssel teilen wir ergebenst mit, dass der fragliche Betrag am 9.8.1944 unter Kontrollnummer 48404 dem Konto der Emissionsbank in Brüssel gutgeschrieben worden ist. Wie uns diese Bank kürzlich bestätigt hat, ist die Berliner Post bis zum 25.8.44 einschl. in Brüssel angekommen.

Der begünstigten belgischen Firma kann daher nur anheimgestellt werden, unter Berufung auf unsere Angaben bei der Emissionsbank in Brüssel Auskunft über das Schicksal des Gegenwertes zu verlangen".

Wir haben heute die Firma Mench & Co., Brüssel, gebeten, sich von dort aus an die Emissionsbank in Brüssel wegen Klärung der Angelegenheit zu wenden.

Dr. Alexander Wacker
Gesellschaft f. elektrochemische Industrie
G.m.b.H.
U.S. Administration
Der Treuhänder

316065

RG 466
 Entry Central Records
 Box 7

DECLASSIFIED

Authority NND 857577By SDM NARA Date 10/1/99

*Translation of
Exhibit 1*

Translation.

Km/Jn

Office of Military Government
 for Germany (US)
 Office of the Economics Adviser
 APO 807

(16) Bad Nauheim.

II Gr/Ze

24th September 1949.

Subject: Our claims against debtors in Belgium;
Our payment of 7 August 1944 - RM 11.740.--
to Mench & Co. of Brussels.

Complementing our letter of 8 Sept. 1949 we are hereby informing you on the result of our investigations into the whereabouts of the payment of RM 11.740.-- which we made on 7 August 1944 to Messrs. Mench & Co. of Brussels/Belgium. The Landeszentralkasse von Bayern, Munich, passed on to us, on 10 Sept. 1949, the following information of the Deutsche Verrechnungskasse of Berlin:

"Regarding your enquiry of 1 Sept. 1949 in connection with a transfer of

RM 11.740.--

in favor of Messrs. Mench & Co., Machine Manufacturers of Brussels, we are informing you that the amount in question was credited on 9 August 1944 under the control number 48404 to the account of the Emissions Bank of Brussels. According to information received recently from this Bank, the Berlin mail arrived in Brussels up to 25 August 1944 incl.

It will therefore be up to the Belgian beneficiary to enquire at the Emission Bank of Brussels about the fate of the counter-value, making reference to our statement.

We asked today Messrs. Mench & Co. of Brussels to approach the Emission Bank of Brussels in view of clarifying this matter.

Dr. Alexander Wacker
 Gesellschaft für elektrochemische Industrie
 G.m.b.H.
 U.S. Administration
 The Trustee

316066

RG 466
Entry 5300
Box 7
General Records

DECLASSIFIED
Authority NWD 957577
By SDM NARA Date 19/8/99

Riedel - de Haën
AKTIENGESELLSCHAFT



Riedel - de Haën A.-G., (1) Berlin-Britz, Riedelstraße 1-32

Office of Military Government
for Germany (US)

Office of the Economics Adviser
APO 807
Bad Nauheim

(1) Berlin-Britz
Riedelstraße 1-32

Ihre Zeichen

Ihre Nachricht vom

Unsere Nachricht vom

Unsere Zeichen

11. Aug. 1949

Th/se

1. Sept. 1949

Betr.: Forderung gegen Camille Honhon in Brüssel

Der Einspruch des Schuldners klärt gewisse Differenzen auf,
über die wir bisher nicht informiert waren. Unsere Forderung
betrug buchmässig - wie angemeldet - RM 181,60

+ RM 10.400.-
RM 10.581,60

Wir müssen jetzt gutschreiben die Belastung
Honhon über 873 Fässer, die zwar in
Deutschland durch Kriegsereignisse ver-
nichtet wurden, was aber zu unseren Lasten
geht.

RM 8.502,75
RM 2.078,85

Wir müssen auch verzichten auf eine For-
derung aus unserer Rechnung vom 16.8.44= RM 900.--
weil die Ware anscheinend auf dem Trans-
port verlorenging. Wir empfingen von dem
Schuldner eine Erklärung über den Nicht-
empfang der Ware lt. beifolgender Rech-
nungsabschrift.
Demnach unsere Forderung

RM 1.178,85
=====

Honhon schuldet angeblich nur
Nach unserem Konto fehlt in der Aufstel-
lung ein Inkasso von der Trust Chimique
in Brüssel vom 25.8.1944 über

RM 493,82
RM 637,45
RM 1.131,27
=====

Die Differenz von 47,58 unserer nunmehr festgestellten For-
derung von 1.178,85 und dem Saldo, den die Firma Honhon aner-
kennen muss, vermögen wir nicht mehr zu klären. Da unsere
Unterlagen lückenhaft sind, möchten wir den Saldo des Kontos
Honhon als richtig bezeichnen.

. /2

316067

RG 466a
Entry HICP/C
Box 7 General Records

DECLASSIFIED

Authority NND 857577

By EDM NARA Date 19/1/99

2

Office of Military Government for Germany, Bad Nauheim

Forderung an Maison Goossens Frères et Cie, Liège/Belgien

Unsere Forderung an die obige Firma setzt sich aus folgenden Posten zusammen, über die wir in der Anlage Rechnungsabschriften beifügen.

Rechnung vom 30. Juni 1944	RM 167,75
Rechnung vom 6. Juli 1944	RM 210,10
Rechnung vom 29. Juli 1944	RM 57,25
Rechnung vom 29. Juli 1944	RM 105,--
	RM 540,10

zu verrechnen ist ein früheres Guthaben von

RM 5,50
RM 534,60

Forderung an Gerard Pleuger, Antwerpen

Die Differenz zwischen der anerkannten Verpflichtung von FrsB. 18.519,38 und unserer Forderung beträgt genau FrsB. 5.783,75. Wir haben nach Anmeldung unserer Forderung in Erfahrung gebracht, dass die Firma Pleuger am 20. November 1944 diesen Betrag bei der Westminster Foreign Bank in Brüssel hinterlegte. Lassen Sie das bitte von der Firma bestätigen.

Forderung an Emile Nemery, Namur

Über unsere angemeldete Forderung von RM 2.696,03 erhalten Sie anbei einen Konto-Auszug mit Rechnungsabschrift. Ferner fügen wir ein Auszug über FrsB. 80.543,40 mit Original-Rechnung von Nemery bei.

Wir bitten Sie, uns die Unterlagen wieder zurückzusenden, da diese die einzigen Belege für uns darstellen.

Hochachtungsvoll

Riedel - de Haen A

Anlagen

316068

RG 466
Entry ~~WICG~~
Box 7

DECLASSIFIED

Authority NND 857577

By SDM NARA Date 19/1/99

Answer received

Deutsche
Torfhandelsgesellschaft

mit beschränkter Haftung

BREMEN

OFFICE OF MILITARY GOVERNMENT FOR GERMANY (US)

Telegramm-Adresse: Detorf

Fernsprecher: 25360

Office of the Economics Adviser

APO 807

Bankverbindung:

Deutsche Bank, Filiale Bremen
Westdeutsche Kreditbank A.-G., Bremen
Die Sparkasse in Bremen.

Postcheckkonto: Hamburg 7321

Deutsche Torfhandels-
Ges.m.b.H.
Bremen
U.S. Zone, Germany

Codes: Frankfurt Mosse, - Bentley's
A. S. C. G. in Ed.

Military Government for Germany (US)

Office of the Economics Adviser

External Assets Investigations

Section: P 17 August 1949 p

APO 807

(46) Bad Nauheim

Ref.: Our WOAT (1) declaration of foreign assets etc.
Reference is made to your MAX(1) declaration of foreign assets etc.
in which you listed, inter alia, the following claims:
Gentlemen,

(a) A bank claim against Citalo S/A, 49-51 Place de la Bourse, Paris, France, dated Aug. 23, 1944, for RM 4,689.44. You are requested to supply additional data with respect to this claim, such as invoices, date and nature of the delivery, "Statement of account", etc. Hoonecock (Holland) to 3 private citizens, Antwerp/Brussels.

(b) bfrs. 200,000 claim against Banque de Bruxelles, Brussels, Belgium, dated Aug. 23, 1944, less freight, RM 1,50 each, RM 1,500.00. The bank in question has advised that it cannot find any record establishing that your firm has or had a current account with its Brussels branch or any of the suburban branches of the bank. In view of the foregoing you are requested to supply information to this Office indicating with what branch, on what date and by whom this account was opened on your behalf.

at RM 3,44 p. bale RM 491.60

less charges for our acct. RM 25.72 RM 465.88

RM 1,623.64

Date of payment and amount

Tel.: Bad Nauheim 2041,2241

HERBERT SORTER

The bank "Confiance" 252 ever reached her. According to news subsequently received, the External Assets Investigations at the Dutch frontier and eventually several months later by order of the Allied Military Authorities. The goods, we have been told, were seized by a Dutch military institution called: Algemeen-OBZAG, Aldeeling Handel en Industrie Vlissingen, Netherlands and sold, when the proceeds were confiscated as booty of war.

According to a letter by S/A Citalo, Liedelinsart, dated Aug. 23, 1944, they have on that day remitted through Banque de Bruxelles, Charleroi via Deutsche Verrechnungskasse, Berlin 14 to our account with Deutsche Bank Filiale Bremen, the amount of RM 4,689.84 less RM 793.40 for commission = RM 3,896.44. We have to point out, that the amount of RM 793.40 was deducted by error, since the commission was already previously remitted by us to S/A. Citalo, therefore the amount of RM 4,689.84 was and still is due to us in full.

316069

p.t.o.

RG 466
Entry ~~MICRO~~
Box 7

DECLASSIFIED
Authority NWD 957577
By SDM NARA Date 10/11/99

Exhibit 2

Deutsche
Torfhandelsgesellschaft
mit beschränkter Haftung
BREMEN

Telegramm-Adresse: Datorf
Fernsprecher: 25360

Bankverbindung:
Deutsche Bank, Filiale Bremen
Norddeutsche Kreditbank A.-G., Bremen
Die Sparkasse in Bremen

Postascheckkonto: Hamburg 7321

Codes: Rudolf Mosse. — Bentley's
A. B. C. 6th Ed.

Bremen, 22nd August 1949.
Domshof 22-23
Postfach 387

Office of Military Government for Germany (I)
Office of the Economic Adviser
External Assets Investigations
Section, Property Group
APO 807

(16) Bad Nauheim

Ref.: Our MGAX (1) declaration of foreign assets.

Gentlemen,

In reply to your letter of 17th inst. we are stating hereafter the additional data.

Re.: Book claim against S/A. Citalo, Lodelinsart - RM 4.689,84.

Our Invoice 5382, Aug. 8th 1944, shipt of peatmoss by barge "Confiance" from Oud Schoonebeek (Holland) to 3 points of discharge Antwerp/Brussels.

925 bales peat moss at RM 2,59	RM 2.395,75
barge freight, Hfl. 1.50 each = Hfl.1387,50	" 1.841,21
at 132.7	RM 4.236,96

Our Inv. 5381 Aug. 21st 44, 1 carload, 140 bls
peat moss to ANS, Belgium
at RM 3,44 p. bale RM 481,60
less charges for our acct " 28,72 " 452,88

RM 4.689,84
=====

The barge "Confiance" never reached her destination. According to news subsequently received, the barge was detained for several months at the Dutch frontier and eventually discharged there by order of the Allied Military Authorities. The goods, we have been told, were seized by a Dutch military institution called: Militaire-GEZAG, Afdeeling Handel en Industrie Villa-Park, Maastricht and sold, when the proceeds were confiscated as booty of war.

According to a letter by S/A Citalo, Lodelinsart, dated Aug. 28. 1944 they have on that day remitted thrgh Banque de Bruxelles, Charleroi via Deutsche Verrechnungskasse, Berlin into our account with Deutsche Bank Filiale Bremen, the amount of RM 4.689,84 less RM 793,40 for commission = RM 3.896,44. We have to point out, that the amount of RM 793,40 was deducted by error, since the commission was already previously remitted by us to S/A. Citalo, therefore the amount of RM 4.689,84 was and still is due to us in full.

316070

p.t.o.

RG 466
Entry 11606
Box 7

DECLASSIFIED

Authority NND 957577

By SDM NARA Date 19/1/99

- 2 -

Deutsche Torfhandelsgesellschaft
mit beschränkter Haftung
Bremen

Bremen, 22nd August 1949.
Office of Military Government for Germany (US)
Office of the Economic Adviser
APO (16) Bad Nauheim

The amount of RM 3.896,44 never was credited into our account with Deutsche Bank Filiale Bremen. In reply to our further inquiry, the Deutsche Verrechnungskasse, Berlin, advised us on January 15th 1945 that the exchange of remittances between Belgium and Germany definitely ceased around Aug. 28th 1944 for reason of the events of war, and hence the fate of that remittance could not be traced.

Re.: bfs. 200.000,- claim against Banque de Bruxelles, Brussels.

In our MGAX (1) declaration of foreign assets we have not listed any such claim because it does not exist, however we are in position to offer the following explanation. On June 3rd 1942 the firm of S/A Citalo, Lodelinsart established via Banque de Bruxelles with Deutsche Bank Filiale Bremen in our favour a standing guarantee to the amount of bfrs. 200.000,- valid for a period of one year. This guarantee was renewed annually thus again in June 1944. The item referred to above was merely a general bank-guarantee covering the financial risk of our current deliveries to S/A Citalo in case of their failing to remit the amounts of our invoices promptly. Our firm never had a current account with the Banque of Bruxelles in Brussels nor with any of their suburban branches.

We are, Gentlemen,

Yours faithfully

DEUTSCHE TORFHANDELSGESELLSCHAFT
mit beschränkter Haftung

(Clausen)

316071

RG 466
Entry 11000
Box 7
Serial Reuse

DECLASSIFIED

Authority NND 957577
By SDM NARA Date 19/1/99

Berliner Hypothekenverwaltung der
Rheinische Hypothekenbank
in Mannheim

Office of the OFFICE OF MILITARY GOVERNMENT FOR GERMANY (US)
for Germany (US) Office of the Economics Adviser
Office of the Economics Advisor APO 807
APO 807 Bad Nauheim, Germany

(16) Bad Nauheim

17 August 1949

2158.

Rheinische Hypotheken Bank
Unter Aktenzeichen
(stets anzugeben)
Berlin W 35

Berlin W 35
Baudirektion II 14

U.S. Sector

Betr: Isaak und Solomon Szydlow

Grundstück zu Berlin-Lichtenberg, Wilhelmsstr. 32/34.

Reference is made to your HEAN declaration of foreign assets
in which you listed, inter alia, a claim of RM 23,800 against Mr. Isaak Szydlow, S.A.D., Antwerp, belgische Hypothekenbank des Deutschen Reiches, Berlin-Lichtenberg, Wilhelmsstrasse 32/34, erstaatlich mit einer

In this connection Belgian authorities have advised that they
are unable to find any company or person with the above name. Sie ist vermutlich nicht mehr bestehend. You are therefore requested to submit to this office information, possibly supported by documentary evidence, furnishing the exact identity of the debtor as well as any details regarding this claim. Grundstücks sind Isaak und Solomon Szydlow, deren Adresse oder Wohnort uns über nicht bekannt ist. Wir werden bei der Polizei buchamt und bei dem Grundstücksverwalter Rückfrage halten.

Tel.: Bad Nauheim 2041, 2241 Name: HERBERT SOTTER
Ext. - 252 Rheinische Hypothekenverwaltung der

Rheinischen External Assets Investigations Section, Property Group

A. 10 000. 12. 41. C/2055

Merry Xmas

316072

RG 466
Entry 466
Box 7

DECLASSIFIED

Authority NWD 957577

By SDM NARA Date 19/1/99

Berliner Hypothekenverwaltung der
Rheinische Hypothekenbank
 in Mannheim

Office of Military Government
 for Germany (US)
 Office of the Economics Adviser
 APO 807

(16) Bad Nauheim

2158

Bi/M.

Unser Aktenzeichen
 (stets anzugeben)

Telegr.-Adr.: Rheinhyp - Berlin
 Postscheck-Kto: Berlin-West 37316
 Fernsprecher: 912907
 Postscheck-Kto: Berlin-West 37316
 Rheinische Hypothekenbank .

den 25. August 1949.

Berlin W 35
 Bandlerstr. 11-14

Betr: Isaak und Salomon Szydlow
 Grundstück zu Berlin-Lichtenberg, Wilhelmstr. 32/34.

Auf Ihr Schreiben vom 17.d.M. teilen wir Ihnen mit,
 dass die Rheinische Hypothekenbank das obige Grundstück zu
 Berlin-Lichtenberg, Wilhelmstrasse 32/34 erststellig mit einer
 Darlehshypothek von RM. 25.750,-- und einer Abgeltungshypothek
 von RM. 23.800,-- geliehen hat. Das Grundstück ist von der
 Deutschen Treuhandgesellschaft für jüdisches und polnisches
 Vermögen, Berlin W.8, Französischestrasse 47 beschlagahamt
 und wird von dieser treuhänderisch verwaltet. Eigentümer des
 Grundstücks sind Isaak und Salomon Szydlow, deren Adresse
 oder Wohnort uns aber nicht bekannt ist. Wir werden beim Grund-
 buchamt und bei dem Grundstücksverwalter Rückfrage halten.
 Sollte dort die Anschrift bekannt sein, werden wir diese sofort
 mitteilen.

Hochachtungsvoll
 Berliner Hypothekenverwaltung der
 Rheinischen Hypothekenbank in Mannheim

RG 466
Entry USLOG General Records
Box 7

DECLASSIFIED

Authority AND 957577
By EDM NARA Date 19/8/99

OFFICE OF MILITARY GOVERNMENT FOR GERMANY (US)
Office of the Economics Adviser
APO 867
Bad Nauheim, Germany

22 August 1949

Mr. Helmut Stoewe
Wassertrüdingen, Bavaria
U.S. Zone, Germany

In your MOAI(1) declaration of foreign assets you declared,
inter alia:

100.00 Belg.Fr. Shares Artima
5 Truste Mstall. Franks
1 Part de Fondateur id.
1 Oblig. Domage Belg.Fr., Guerr 5% 1923

Belgian authorities have advised that they have been unable to identify the above securities on the basis of the information furnished by you. On the other hand, they stated that the Banque de Reports et de Depots, until 8 August 1941, held for your account 10 ordinary shares of the Barcelone Traction which were withdrawn by you on that date.

It is requested that you check your records with a view to submitting additional information, if possible supported by documentary evidence, to this Office which would enable Belgian authorities to clarify this matter. In particular, you are requested to submit an exact description of the securities in question.

Tel.: Bad Nauheim 2041.2241
Ext. - 252

HERBERT SORTER
Chief
External Assets Investigations
Section, Property Group

316074

MR. SORTER

RG 466
 Entry WFO
General Records
 Box 7

DECLASSIFIED

Authority NND 957577

By SDM NARA Date 19/8/99

Erhard Bohleke
 Frankfurt/Main
 Taunusanlage 18
 Allianzgebäude, Z. 256
 Tel: 71016

Frankfurt, 17. August 1949

Mr. Herbert Sorter
 Chief, Investigations Section
 Property Group, External Assets
 APO 807 - U.S. Army
 Bad Nauheim

Betrifft: MGAX-(1) Nr. 646/00704

Entsprechend der telefonischen Vereinbarung mit Ihrem
 Fräulein Neumann übersende ich im Auszug den Text der Kategorie I
 des Berichts Nr. 646/00704 zur gefälligen Bedienung.

(1)	(2)	(3)	(4)	(5)
✓ 100.00 Belg. Fr. Shares Artima		Caisse de	founder	1939/41
10 Barcelona		Reports,	bought	1938(?)
Light and Po-		Rue des Co-	at stock-	
wer Co. Ltd.		lonies, Brus-	exchange	
(5 Trust Métall. Franks)		sels.		1929(?)
1 Part de Fon-				
dateur id.				
1 Oblig. Dommage Belg. Franks				1928(?)
Guerr 5% 1923				

ERHARD BOHLEKE

316075

RG 466
Entry 7
Box 7

DECLASSIFIED
Authority NWD 957577
By SDM NARA Date 19/9/99

(215)
Wasseringen, d. 2. 10. 1949.
Anschrift Sitz 10

Office of Military Government
for Germany (U.S.)

Office of the Economics Advisor
St P O 807

Brad Vanheim

MANY (US)
er

Von einer mehrwöchigen Ge-
schäftsreise zurückkehrend, finde ich
Ihren Brief vom 22.8.49 vor.

Weis die Befr. Fr. 100.000 Anteile
anbelangt, so handelt es sich hierbei
um die gesamten Anteile der Firma
Stetima s.p.r.l., Brüssel, Boulevard
Charlemagne, 52.

Wenn ja, wie Sie schreiben, die
10 Barcelona Tractions Anteile am 8-8-1947
von der Caisse de Reports et de Dépôts
abgeschafft habe, so habe ich sie entweder
in meinem Schreibtisch in meiner Wohnung
in Brüssel, Rue Belliard, 203,
versteckt oder der Banque Continentale
S. A., Brüssel in Depot gegeben oder
aber auf Grund einer Bestimmung der
deutschen Besatzungsbehörde abgeliefert.
Falls befinden sich die Aktien nicht
mehr in meinem Besitz.

Eine genaue Beschreibung der
anderen Papiere zu geben, bin ich nicht
in der Lage, da ich sämtliche Unter-

22 August 1949

etc you declared.

I have been unable
to furnish the information furnished
you on that date.
Banque de Reports et
d'un 10 ordinary shares

with a view to submitting
documentary evidence.
Ies to clarify this
is an exact description

Ext. 2041.2241

252

HERBERT SOTER

Chief

External Assets Investigations
Section, Property Group

316076

RG 466
Entry 7
Box 7
HICG Special Records

DECLASSIFIED

Authority NND 957577
By SDM NARA Date 10/18/99

OFFICE OF MILITARY GOVERNMENT FOR GERMANY (US)
Office of the Economics Adviser
APO 807
Bad Nauheim, Germany

17 August 1949

Riedel de Haen
Aktiengesellschaft
Berlin-Britz
U.S. Sector

Reference is made to your BKAX declaration of foreign assets
which listed, inter alia, the following claims:

(a) Bank accounts of RM 9,071 with Krediet Bank, Brussels, Sept., 1948

Krediet Bank, Brussels, which has made inquiries with all its
branches in Belgium, has come to the conclusion that your firm did
not open an account with them under your name. In view of the
foregoing you are requested to supply information which would enable
the bank to identify the account, such as date of opening, name of
the intermediary by whom the account was opened, etc., with copies
of all documents.

(b) Bank claims in the amount of RM 1,250 against
Etablissement Delhaize, Antwerp.
In view of the fact that the Belgian firm stated that it does
not owe you anything it is requested that you supply information,
if possible supported by documentary evidence, which would enable
Belgian authorities to substantiate this claim.

Tel.: Bad Nauheim 2041, 2241 or die Biene HERBERT SOTER 1100 in Hilda
vor 200 Ext. 3-2522 for your Chief of Staff and
Riedel - Dr. Hans A.

External Assets Investigations
Section, Property Group
Rochdale Archiv

Riedel

316077

RG 466
Entry *NSFG
Crassai Rechts*
Box 7

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Authority NND 957577

By EDM NARA Date 19/11/99

Riedel - de Haën
AKTIENGESELLSCHAFT



Riedel - de Haën A.-G., (1) Berlin-Britz, Riedelstraße 1-32

Office of Military Government for Germany (US)
Office of the Economics Adviser
APO 807

16 Bad Nauheim

bra

Ihre Zeichen

Ihre Nachricht vom

Unsere Nachricht vom

Unsere Zeichen

(1) Berlin-Britz
Riedelstraße 1-32

17.Aug. 1949

Th/se

5. Sept. 1949

Betr.: Unsere Anmeldung über RM 9.071 bei der Krediet Bank
in Brüssel

Unterlagen zum Nachweis besitzen wir nicht mehr. Wir haben aus Aufzeichnungen lediglich festgestellt, dass am 28. August 1944 die Firma Camille Honhon, Brüssel, den Gegenwert dieses RM-Betrages bei der Bank für uns hinterlegt hat mit dem Auftrag, diese Summe an uns über das damalige deutsch-belgische Verrechnungskonto zu überweisen. Es handelt sich also hierbei nicht um ein Kundenkonto im banküblichen Sinne, sondern um eine Deponierung, die wahrscheinlich die Bank auf ein Interimskonto genommen hat.

Betr.: Unsere Forderung an Etabl. Albert Delhaize, Anvers/Belgium

Über unsere Forderung an die Firma Albert Delhaize in Höhe von RM 1.250,50 überreichen wir Ihnen in der Anlage eine Rechnungsabschrift.

Hochachtungsvoll

Riedel - de Haen A.G.

Anlage

316078

RG 466
Entry 5100
Box 7
General Recs

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Authority NND 957577
By SDM NARA Date 10/1/99

OFFICE OF MILITARY GOVERNMENT FOR GERMANY (US)
Office of the Economics Adviser
APO 807
Bad Nauheim, Germany

16 August 1949

Gliihlampenfabrik Südlicht
Schwäbisch Gmünd
U.S. Zone, Germany

Reference is made to your MAX(1) declaration of foreign assets which listed, inter alia, a book claim of PW 12,000 against Sevionnerie du Parc, Brussels.

In view of the Belgian firm's statement that it is unable to trace the above-mentioned indebtedness it is requested that you submit to this Office at your earliest convenience information, if possible supported by documentary evidence, which would enable Belgian authorities to substantiate this claim. This information should be in the nature of further details regarding the invoice, nature of the goods delivered and date of the delivery, particulars of the order form, statement of account, etc.

Tel.: Bad Nauheim 2041.2241
Ext. - 252

HERBERT SCOTTER

Chief
External Assets Investigations
Section, Property Group

MR. SCOTTER

316079

RG 466
Entry 1106
Box 7

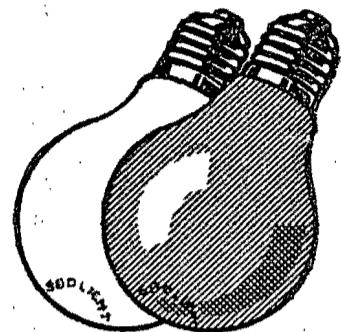
DECLASSIFIED

Autocopy NND 957577

By SDM NARA Date 19/1/99

GLÜHLAMPENFABRIK SÜDLICHT

G M B H

GLÜHLAMPENFABRIK SÜDLICHT GMBH
SCHWÄBISCHE GMUND / WÜRTTEMBERG**SÜDLICHT**

OFFICE OF MILITARY GOVERNMENT
FOR GERMANY (US)
Office of the Economics Adviser
APO 807
Bad Nauheim

Deutschland

FERNRUF 2001 - TELEGR. ADRESSE:
SÜDLICHT SCHWÄBISCHE GMUND

IHRE ZEICHEN

IHRE NACHRICHTEN VOM

UNSERE ZEICHEN

BETRIFFT:

FG/P/W

TAG

12nd Septbr. 1949.

We note from your letter of August 29th that the claim in question is listed against another firm, i.e. Fanal S/A. Therefore we suppose that the second paragraph of your original letter of August 16th is no more valid, because there reference is made to an explanation of the other Belgian firm.

We are always ready to assist in this matter and beg to ask you to let us have your news, if something should ne be quite clear.

Yours truly

GLÜHLAMPENFABRIK
SÜDLICHT GMBH.

316080

RG 466
Entry ^{HICG} Central Records
Box 7

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By EDM NARA Date 19/8/99

OFFICE OF MILITARY GOVERNMENT FOR GERMANY (US)

Office of the Economics Adviser

APO 807

Bad Neuenheim, Germany

29 August 1949

Glühlampenfabrik Südlicht
G.m.b.H.
Schwäbisch Gmünd/Württemberg
U.S. Zone

1. Reference is made to our letter of August 16th and your reply thereto, dated 19 August 1949.

2. A perusal of our records reveals that the claim of RM 12,008.57 was lodged against Fanaal S.A. Brussels and not, as erroneously stated against Sevonneerie du Parc.

3. It is hoped that the above information will enable you to furnish the data requested in our letter of 16 August.

Tel.: Bad Neuenheim 2041, 2041
Ext. - 252

HERBERT SOMER
Chief
External Assets Investigations Section
Property Group

MR. SOMER

316081

RM 12,008.57

29 Aug 49, Susi.

RG 466
Entry 1100G
Box 7

DECLASSIFIED

Authority NND 957577

By SDM NARA Date 19/8/49



GLÜHLAMPENFABRIK SÜDLICHT

G M B H

POSTANSCHRIFT: GLÜHLAMPENFABRIK SÜDLICHT G M B H
SCHWÄBISCHE GMOND/WÜRTTEMBERG

OFFICE OF MILITARY GOVERNMENT
FOR GERMANY (US)
Office of the Economics Adviser
APO 807
Bad Nauheim
Deutschland

IHRE ZEICHEN

IHRE NACHRICHT VOM

UNSERE ZEICHEN

TAG

Wie.

19 August 1949.

Subject: Declaration of foreign assets MGAX (1)

We received your letter of August 16th and beg to inform you that we have no claim of RM 12.008 against Savonnerie du Parc, Brussels, nor do we know this firm.

Evidently there is an error for we cannot find to have stated in our above declaration such an item.

Yours truly

GLÜHLAMPENFABRIK
SÜDLICHT - GMBH.

W. Wiedermann

Name of the Belgian Debtor is: Fenal S/A, Brussels II, Rue Drootbeek 145.

Payment in advance for purchase of goods

31 Jul 44	RM 2,008.57
10 " 44	<u>10,000.00</u>

RM 12,008.57

29 Aug 49, Susi.

316082

RG 466
Entry 466
Box 7

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By SDM NARA Date 19/11/99

Copy of the Economics Advisor
Property Group.

Answer received

OFFICE OF MILITARY GOVERNMENT FOR GERMANY (US)

Office of the Economics Adviser

APO 807

Bad Nauheim, Germany

R. M. LOEWENTHAL

16 August 1949

L. ALCHIEVSKY

S. LARS
Leiderschmied Metallwaren GmbH,
Frankfurt/Main

U.S. Zone, Germany

Reference is made to your MGAK(1) declaration of foreign assets
which listed, inter alia, a claim of RM 30,282 against Hannon & Cie.,
Brussels.

Belgian authorities have advised in this connection that they are
unable to find the address of the Belgian firm in question. It is,
therefore, requested that you submit to this Office at your earliest
convenience further details regarding the exact identity of the debtor.
It is further requested that you supply additional information, if
possible supported by documentary evidence, concerning your claim,
such as nature of goods delivered, date, invoice, conditions of shipment,
statement of account, etc.

O. HANSON

Tel.: Bad Nauheim 2041, 2241
Ext. - 252

HERBERT SORTER

Chief

External Assets Investigations
Section, Property Group

EP. SORTER

Parature. 6/3

316083

RG 466
Entry ~~General Records~~
Box 7

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Authority NND 957577
By SDM NARA Date 19/8/99

OFFICE OF THE ECONOMICS ADVISOR
Property Group

	Date	Init.
IRSS		
W. M. LOEWENTHAL		
L. ALCHEVSKY		
S. LAKS		
J. J. HERMAN		
EAIS		
H. SORTER	24 Aug.	
R. GOTTHELF		
O. HANSCOM		
E. REHFELD		
Remarks:	631	

Office of Military Government
for Germany (US)
Office of the Economics Advisor
APO 807
Bad Nauheim

(6) Frankfurt a. M., den 23. August
Taunusstraße 21

282.-- gegen Hannon & Cie., Brüssel.

Ihr Schreiben vom 16.8. und teilen

dertprozentig in englischem Besitz.
de von Partei und sonstigen Behörden
en. Nach der Besetzung Belgiens durch
die Firma Hannon & Cie., Brüssel,
en eingekauft. Die in unserem damal
e von RM. 30.282.-- besteht aus zahl
er angekommene Warenlieferungen un
n usw. usw. entstanden sind.

lten wir im Jahre 1948 von Herrn He
gender Postlageradresse:

Hannon
restante
Principale à Alger

& Cie. in Brüssel nicht mehr zu k

Hochachtungsvoll!

L. S. M.
Leder Schmuck Metallwaren
G.m.b.H.

W. Flaugier
(ppa. Santjer)

W. Flaugier
(ppa. Sa)

316084

RG 466
Entry 1100G
Box 7
Coacial Rec'd

DECLASSIFIED

Authority NWD 857577

By SDM NARA Date 19/11/99

Echelink A

L. S. M.

Leder - Schmuck - Metallwaren

G. m. b. H.



Fernsprecher: 31125 und 31228

Postcheck-Konto: Frankfurt-M. Nr. 924

Bank-Konten:
Landeszentralbank Ffm., Girokonto 4/7471
Deutsche Effecten- u. Wechselbank Ffm.
Hess. Bank Ffm. - Rhein-Main-Bank Ffm.

Telegr.-Adr.: Ellessem { Frankfurtmain
Pforzheim

Office of Military Government

for Germany (US)

Office of the Economics Adviser

APO 807

Bad Nauheim

Ihr Zeichen:

Unser Zeichen:

EC/D.

(16) Frankfurt a. M., den 23. August 1948
Taunusstraße 21Betr. Unser Anspruch von RM. 30.282.-- gegen Hannon & Cie., Brüssel.

Wir beziehen uns auf Ihr Schreiben vom 16.8. und teilen Ihnen dazu folgendes mit:

Unser Betrieb ist hundertprozentig in englischem Besitz. Während des Krieges war aus diesem Grunde von Partei und sonstigen Behörden ein Geschäftsführer eingesetzt worden. Nach der Besetzung Belgiens durch deutsche Truppen wurden aus Belgien über die Firma Hannon & Cie., Brüssel, rue St. Francois 72, grössere Warenmengen eingekauft. Die in unserem damaligen Formular angegebene Forderung in Höhe von RM. 30.282.-- besteht aus zahlreichen Einzelposten, die durch nicht hier angekommene Warenlieferungen und der Belastung zurückgesandter Retouren usw. usw. entstanden sind.

Nach Kriegsende erhielten wir im Jahre 1948 von Herrn Henri Hannon Nachricht aus Algier unter folgender Postlegeradresse:

Henri Hannon
Poste restante
Poste Principale à Alger

Danach scheint die Firma Hannon & Cie. in Brüssel nicht mehr zu bestehen.

Hochachtungsvoll!

L. S. M.
Leder Schmuck Metallwaren
G.m.b.H.

(ppa. Santjer)

(ppa. Saffert)

316085

RG 466
 Entry WECO General Records
 Box 7

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 Authority MND 957577
 By SDM NARA Date 19/1/99

OFFICE OF MILITARY GOVERNMENT FOR GERMANY (US)
 Office of the Economics Adviser
 AFHQ 807
 Bad Nauheim, Germany

11 August 1949

Riedel de Haen
 Aktiengesellschaft
 Berlin-Britz
 U.S. Sector

With reference to your BKAX declaration of foreign assets you are requested to submit to this office additional information, if possible supported by documentary evidence, concerning the following items:

(a) Claim against Hohen Carrille, Brussels, book claims - RM 181 and semi-finished goods - RM 10,400

As you will note from the attached statement of account prepared by your Belgian debtor, the latter claims that he owes you only RM 499.82. It is requested that you peruse this statement of account with a view to reconciling the discrepancy between your claims and the admitted indebtedness of the Belgian firm.

(b) Geossens Frere, Liege, book claim - RM 594

In view of the Belgian firm's statement that it does not have any record of an invoice covering this amount it is requested that you submit to this office a copy of the invoice in question as well as any other information which would aid in substantiating this claim.

(c) Pleuger Gerard, Antwerp book claims - RM 1,944

The above-mentioned Belgian firm has admitted an indebtedness of only bfra. 18,519.98, as shown by the following statement of account:

	RM	D.FB	C.FB
18.4.44	92.00		1,150.00
5.7.44	999.50		11,368.69
8.7.44	95.35		441.90
30.5.44	44.70		5,558.75
4.9.46	1,481.55	<u>18,519.98</u>	<u>18,519.98</u>
		<u>18,519.98</u>	<u>18,519.98</u>

MR. SORTER

316086

RG 466
Entry 7
Box 7

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Authority NND 957577
By SDM NARA Date 10/8/99

Inasmuch as you declared an amount of RM 1,944 or bfrs.24,300, it is requested that you submit information to this Office which would clarify this discrepancy.

(d) Nemary Emile, Namur - book claims - RM 2,696

In connection with this claim, the following information has been submitted by the Belgian custodian:

"In reply to our enquiries on this matter, the Belgian firm seemed to remember that, shortly before the destruction of the Pharmacie Nemary in August 1944, Riedel had placed substantial orders which were to be divided among their clients on Riedel's account.

However, these orders never reached their destination.

The letters and invoices concerning these orders were destroyed during the bombing of Namur in August 1944."

In view of these comments you are requested to submit any information that would clarify this matter.

1 Incl.: copy of statement of account
HERBERT SORFER
Chief
External Assets Investigations
Section, Property Group
Tel.: Bad Nauheim 20h1.2241
Ext. 1-252

RG 466
 Entry HSCC Special Records
 Box 7

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Authority MND 957577By EDM NARA Date 19/11/99

DELBRÜCK SCHICKLER & CO.

Delbrück Schickler & Co.
 Berlin-Mitte, Geyerplatz 10/11/12
 Germany
 Unterst. 1, Gehrige 10/11/12

BERLIN-MITTE, Geyerplatz 10/11/12
 Brandenburgstrasse 10/11/12

OFFICE OF MILITARY GOVERNMENT FOR GERMANY (US)
 Office of the Economics Adviser

APO 807

Bad Neuenheim, Germany

Office of Military Government for Germany (US)
 Office of the Economics Adviser

APO 807

11 August 1949

Delbrück Schickler & Co.
 Berlin-Mitte
 38/40 Prinz Friedrich Leopoldstr.

Reference is made to your EMAX declaration of foreign assets
 in which you listed the following bank accounts:

- (a) Societe Generale, Brussels - bfrs. 2,919
- (b) Bank of Brussels - Belges 121

With respect to item (a) above the Belgian custodian has commented as follows:

"This bank, on being approached on the matter, was unable to find the account in question and has requested us to supply details regarding in particular the exact heading and number of the account, the date on which it was opened, the intermediary firm or individual who might have acted on behalf of Delbrück Schickler & Co., and the branch at which the account might have been opened instead of the Brussels head office."

Belgian authorities have requested transmittal of the same details for item (b).

Please, submit to this Office, at your earliest convenience, the information which has been requested by Belgian authorities.

Tel.: Bad Neuenheim 2041.2241
 Ext. 252

HERBERT SORTER

Chief

External Assets Investigations
 Section, Property Group

1 Anlage !

316088



RG 466
Entry 466
Box 7

DECLASSIFIED

Authority NWD 957577

By SDM NARA Date 19/11/99

Exhibit 9

DELBRÜCK SCHICKLER & CO.

Depeschenadresse: Delbrückbank
Fernsprecher I. Ortsverkehr: 16 41 51
Fernsprecher I. Fernverkehr: 16 64 01
Postäck-Konto, Berlin 400
Reichsbank-Girokonto: Berlin 43

BERLIN W8, 2.Sept.1949 Toe/s
Französische Straße 32

jetzt: Berlin-Nikolassee
Prinz-Friedrich-Strasse 48

Office of Military Government for Germany (US)
Office of the Economics Adviser
APO 807,

Bad Nauheim .

=====

In Beantwortung Ihres Schreibens vom 11.August 1949 teilen wir Ihnen mit, dass wir bei der

Banque de Bruxelles, Brüssel, 2,rue de la Régence,
seit vielen Jahren ein Konto unter der Nr. 120 154 unterhielten.
Der von uns gemeldete Betrag von

Belgas 121.91

stellt den nach unseren Büchern ausgewiesenen Guthabensaldo per 27. Juni 1944 dar. Wir überreichen Ihnen einliegend Auszug des bei uns geführten Gegenkontos für die Zeit vom 2.1.bis 27.6.1944 zu Ihrer gefl.Bedienung.

Was unser Guthaben in Höhe von

bfrs. 2.919.05 bei der Banque de la Société Générale de Belgique S.A., Brüssel,

anbetrifft, so können wir Ihnen im Augenblick leider keine näheren Angaben hierüber machen, da die Korrespondenzunterlagen nicht auffindbar und die Herren, die seinerzeit die Angelegenheit bearbeitet haben, bei uns nicht mehr tätig sind. Aus den uns noch zur Verfügung stehenden Büchern haben wir lediglich feststellen können, dass Ende Dezember 1944 die Banque de la Société Générale de Belgique für Spesen im Zusammenhang mit der Umstellung der bei uns eingereichten Zloty-Aktien der Schles. A.G.für Bergbau und Zinkhüttenbetrieb in Reichsmarkstücke mit

bfrs. 630.339.35 belastet und dagegen am gleichen Tage mit bfrs. 627.420.30 erkannt worden ist.

Der sich aus diesen beiden Buchungen ergebende Saldo von

bfrs. 2.919.05

ergibt die von uns seinerzeit gemeldete Forderung.

Wir bleiben weiter um die völlige Klärung des Zusammenhangs mit diesen Buchungen bemüht und werden gegebenenfalls darauf zurückkommen.

Hochachtungsvoll
DELBRÜCK SCHICKLER & Co.

1/4 hr. Antrag

1 Anlage !

316089