

DOCUMENT BOOK V C EBERHARDT No. 249
EXHIBIT No.

I, Dr. Gert Weiz, Assistant Defense Counsel
for Karl Eberhardt in Case X before the American
Military Tribunal in Nuernberg, certify
herewith that the attached document, namely

the carbon-copy of a letter of 18 January
1945 to the Chief of Alsace Civil Admini-
stration by the Suedwerke G.m.b.H., with
the authentic initials of Herren Collignon
and Biegi,

has been given to me by the management of the Sued-
werke G.m.b.H. out of their original files.

Nuernberg, 8 April 1948

signed: Weiz.

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Copy

(handwritten): Second copy by registered
mail to Bamberg.

Third copy through Dr. Schu-
macher (illegible word)
in K'rh (Karlsruhe).

To the
Chief of Alsace Civil Administration
17a at present Karlsruhe
Muenze.

T/15/3

18 January 1945

Bi/Bue.

Subject: Elmag agreement.

By personal representation on 23 September 1944,
we have given notice - also on behalf of Fried. Krupp,
Essen - in respect of the lease concluded with yourself
and Elmag A.G. on the one hand and with Fried. Krupp
and Elmag G.m.b.H. on the other hand, on 5 July 1944.

As date for the transfer of the plant we had pro-
posed 30 September 1944.

We felt entitled to thus giving notice, since by
reason of the order for renewed evacuation, the legal
basis has been taken away from the old agreement and,
therefore, we could not be expected to keep to the
period for giving notice provided for under the agree-
ment. By means of an opinion from our Essen lawyers
we have also provided detailed argument and proof in
favor of this legal aspect.

On account of your non-acceptance of notice, we
have approached the Army High Command Chief of Services
Armaments and Commander of the Reserve Forces Wa X II,
not only presenting the facts but requesting, in view
of the directives for the evacuation and commencement
of production, that the ordering and receiving agency
(Bedarfstraeger) carry the costs of the re-activation of
the plant, or new productions and that it guarantee
the legally established reimbursement for surplus costs,

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even after re-evacuation of the tractor production, as well. In addition we have asked not to cancel, contrary to the legal provisions (decree of 26 August 1943, IV-19), the re-transfer costs which we may present later-on and which cannot be claimed if agreements between the transferring and receiving plants are extended beyond the date laid down by the "Bedarfs- traeger".

In its letter of 3 December the Army High Command has turned down our proposal and has informed us that in its opinion the basis of agreement has fallen away through the order for evacuation of the tractor production from Muelhausen to an other place as per Sec. 2 par. 1 of the main agreement, so that by reason of this the agreement may be terminated without notice.

Independent of subsequent developments, we thus maintain our point of view that our termination notice of 23 September 1944 was legally correct and that it should be accepted by the Chief of Civil Administration resp. Elmag A.G.

The object of this letter is to ask you to^{re}consider your standpoint of September and to confirm that you agree to the termination without notice of 23 September 1944, so that we can start negotiations regarding

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(reverse of original, cont'd)

the consequences resulting from the termination
of the agreement.

Heil Hitler!

Suedwerke
G.m.b.H.

(initialled):

C
(Collignon)

B
(Biegi)