

TRANSMIT SLIP

11 July 1951  
DATE

TO: [ ] [ ]

BUILDING L

ROOM NO.  
1603

REMARKS:

You will recall I mentioned to you on the phone a few days ago that I had available some material on Mr. Malaxa. The Roumanian desk expert from SO screened this material in compliance with your request and asked that 4 copies of it be made available through you. The photostats are transmitted to you herewith.

[ ] [ ]

FROM: Legislative Counsel

BUILDING South

ROOM NO.  
317

EXTENSION  
734

IC	NO.	DATE	INITIALS	REMARKS

ET

RECORD SHEET

Under each comment a line should be drawn across sheet to column. Each officer should initial (check mark insufficient) returned to Registry.

NO.  
DATE

OFFICER'S INITIALS COMMENTS

*Malaxa  
Transcript*

*[Large handwritten scribble]*

*July 11-51*

[ ] [ ]

SECRET

FORM NO. 51-10  
FEB 1950

DECLASSIFIED AND RELEASED BY  
CENTRAL INTELLIGENCE AGENCY  
SOURCE METHODS EXEMPTION 3B2B  
NAZI WAR CRIMES DISCLOSURE ACT  
DATE 2004 2006

N. MALAXA

QUESTION 1.

□  
□

81-41

Question: What was the "wheat deal"?

Answer: The "wheat deal" consisted of;

(a) A loan of \$12,500,000, granted by the Chase National Bank to the National Bank of Roumania, represented by Mr. M. Ralea, the then Minister of Roumania in Washington.

(b) A purchase of cereals and corn, to be paid for with this money by Roumanian cooperative corporations, also represented by Mr. Ralea. The purchase was made in order to help the starving Roumanian people.

Question: Did Mr. Malaxa have any interest in this "wheat deal"?

Answer: Mr. Malaxa gave his assistance in obtaining the loan. So did Mr. Ausnit.

For this assistance, Mr. Malaxa

did not receive any commission or compensation from anyone.

did not even have the advantage of receiving partial payment of the debt which the Roumanian Government owed him for the dismantling of his tube mill.

did not gain a single dollar.

In respect to the purchase of corn and cereals, Mr. Malaxa

had no interest in any of the firms that sold the grain to the Roumanian organizations.

received no commission from anyone.

did not gain a single dollar.

Question: Why did he lend his assistance?

Answer: He lent his assistance to these transactions for the following reasons:

(1) At the end of 1946 and the beginning of 1947, following a terrible drought, Roumania was suffering from a devastating famine, that took the proportions of a national disaster. The New York Times of February 20, 1947, wrote:

"The mass starvation in Moldavia, province of Roumania, was described as the worst catastrophe in this part of Europe in the past fifty years"

-by Fred G. Sigerest, American Red Cross Representative-

and the New York Times of February 18, 1947:

"Persons returning from Roumania say that in some families, peasants with many children are feeding only the healthiest and permitting the others to starve, to conserve at least a part of the family." (Exhibits Nos. 1 and 2)

In this emergency, Mr. Malaxa considered that it was unquestionably a humanitarian duty to help people who, without the loan and the subsequent purchase of grain, would have starved to death. He, therefore, lent his assistance to this end and only in the measure in which it seemed necessary.

(2) As a result of the following facts, Mr. Malaxa is convinced that, in lending his assistance, he was not acting against the interests of the United States, a thing which he would never have done:

(a) The State Department had been kept informed throughout the negotiations of what was done and had approved both the loan and the purchase of grain.  
(Exhibit No. 3)

(b) President Truman himself sent relief to Roumania.  
(Exhibit No. 4)

(c) From articles published shortly thereafter in the American newspapers on the occasion of the aid to Greece and Turkey and of the shaping out of the Marshall Plan, Mr. Malaxa was strengthened in his belief that the policy of the United States was based on the theory that, in order to fight communism, one must fight its great ally, misery. The economic aid of the Marshall Plan designed to prime economically the countries which had suffered because of the war, was generously offered by the United States to all European countries, Roumania included. Economic aid to this country was therefore not considered undesirable by the United States at that time.

(3) He could not do otherwise. Actually, Mr. Malaxa, as well as Mr. Ausnit, had received permission to leave his country and come to the United States with the task of sounding out the possibilities that Roumania had of obtaining credits in this country.

Once in the United States, Mr. Malaxa could not escape his mission and refuse the help the Legation was asking in order to obtain a loan. It was for such a purpose that he had received permission to leave the country. At that time his wife and son still being in Roumania and his plants and fortune still being in his possession, the Roumanian government held sufficient means of retaliation in case of refusal.

(4) The conclusion of the loan for grain purchases opened the possibility of obtaining other loans for the purchase of other goods such as equipment, naturally subject to approval by the State Department. Thus trade between the two countries could have been resumed. Getting a commission from the first loan or from the grain purchases, meant depriving a number of starving people of their much needed bread. Mr. Malaxa considered such a thing as really repugnant. But it was another matter as far as other loans and the purchase of other goods were concerned. There was there the possibility of legitimate gains for whoever would be interested in them. To that end, Mr. Malaxa and Ausnit, after contemplating at first the organization of a commonly-controlled company (Exhibits Nos. 5-a and Mr. Ausnit's proposal in his own handwriting), each organized a separate corporation (Mr. Malaxa the Roumanian-American Economic Corporation and Mr. Ausnit the American-Roumanian Developing Corporation).

(5) The workers of the Malaxa plants in Roumania were suffering from the severe famine already mentioned. It was Mr. Malaxa's duty and interest to help them, by sending corn. At that time, the plants had not yet been confiscated.

(6) By his assistance Mr. Malaxa considered that he was helping:

(a) neither a communist state, since King Michael was still on the throne,

(b) nor a communist government since it was a coalition government, including the opposition, with which the King was working and which had been recommended by the Allies (See memorandum on relationship between Mr. Malaxa and the Roumanian government),

(c) nor the communist party, nor the Russians, since the grain shipped from America to save people from starvation, only increased the feelings of gratitude towards the United States and of hate against the former.

He was helping only the Roumanian people.

It should be borne in mind that in that same instance, the State Department pointed out that by approving the loan, it was not helping the Roumanian government but the Roumanian people.

Question: Of what did his assistance consist?

Answer: (a) The Roumanian Minister in Washington, Ralea, a former professor of philosophy, was not familiar with economic and financial matters and the Roumanian commercial counselor had no experience.

In order to clear the way for getting the loan, it was necessary to settle the question of the Roumanian gold.

In this settlement and for the negotiations in relation with the loan and the shipment of grain, Mr. Ralea used the experience of Mr. Malaxa and of Mr. Ausnit by asking for their advice.

Inasmuch as these questions came within the framework of the loan and the grain shipment, Mr. Malaxa answered them and several times made practical suggestions which helped towards the successful settlement of the gold and loan problems, (for example, he recommended the law firm of Fehle and Lesser, the firm Laroche Lombard & Odier, the Chase National Bank) and assisted the Roumanian Minister in several conferences with the said firms and bank.

We wish to repeat that Mr. Malaxa received no commission and payment whatsoever for this assistance.

In the same manner, Mr. Malaxa did not receive any commission from anybody and had no interest whatsoever in any of the firms from which the grain was purchased.

(b) As already stated above, the workers in the Malaxa plants in Roumania also suffered from starvation. The factory executives urged Mr. Malaxa to send corn for these workers. Mr. Malaxa asked that a certain quantity of the grain purchased by the Legation be sold to his factories against payment in dollars. The request was granted.

Later when the loan was only partially approved, the amount of grain to be sent to the workers of the Malaxa plants was reduced. The price for this grain amounted to \$50,000. This amount was actually paid by Mr. Malaxa, who did not realize any profit in this particular deal either.

Question: Was Mr. Malaxa the only person to assist in the "Wheat deal"?

Answer: It was repeatedly stated by interested groups that Mr. Malaxa was the only person who gave his assistance for the conclusion of the loan. This is entirely untrue. As we have already stated, Mr. Ausnit also assisted to this end, by his relations and competence. He even got Mr. Rica Georgescu, who arrived in the United States shortly before, to associate his efforts with his own. Herewith one of Mr. Ausnit's proposals (in his own handwriting) presented at one of the several conferences held between Mr. Ralea, on one side and Mr. Ausnit and Mr. Malaxa, on the other. (exhibit Nos. 5b and 5c)

We quote:

"The credit having to be arranged through commercial channels, an American company with a capital of \$1,000,000 is organized with the collaboration of Mr. Malaxa and Ausnit."

Further:

"This company is to act as an intermediary for the credit which is to run for 6-8 years."

This company was to receive the gold from the Roumanian government, obtain a loan of \$50,000,000 from American banks, make the purchase of cereals and get the Roumanian government to accept the obligation to deliver to this company Roumanian goods for export, until the loan would be completely paid. He added in the same text:

"If the exports will start promptly, to which end Malaxa and Ausnit promise their full cooperation, other credits for other goods could certainly be obtained."

"Later we will communicate the details concerning the credit and gold deposit."

This undoubtedly proves that Mr. Ausnit collaborated at least as much as Mr. Malaxa did, in the conclusion of the loan and that he gave the assurance to the Roumanian government that other credits for other goods could be obtained. According to later rumors, the Roumanian government did not accept this proposal, because it did not consider appropriate to put an important amount of gold at the disposal of a company organized ad hoc and disposing of a relatively

reduced capital. It was only after the rejection of his proposal, by the Roumanian government, that Mr. Aurrit withdrew and became an enemy of the loan and of the grain shipments.

*Nicolae Malaxa*  
Nicolae Malaxa

Sworn to before me this  
15<sup>th</sup> day of September, 1949.

*Lucy C. Paganelli*  
Lucy C. Paganelli  
Notary Public

LUCY C. PAGANELLI  
Notary Public, State of New York  
Residing in New York County  
N. Y. Co. Clks. No. 198, Reg. No. 537-P-0  
Commission Expires March 30, 1950



# Famine Imperiling Rumania; U. S. Is Rushing Army Food

By C. L. SULZBERGER

Special to The New York Times

PARIS, Feb. 17—A serious famine said to be threatening death to tens of thousands of persons now is in full sway in Rumania, according to diplomatic reports received here. (President

Truman announced that sufficient United States Army food to aid 500,000 was being rushed to Moldavia, in northern Rumania.)

At the same time, there were increasing indications of a food shortage through the western and southwestern republics of the Soviet Union that were causing great hardship throughout the U.S.S.R. and were being felt even in Moscow, where rations had been reduced in the ordinary State shops.

Apparently, the famine conditions have been induced mainly by the 1946 drought, which hit the black earth belt running from the heart of Rumania to far east as the Volga Valley.

The Rumanians have been working overtime diplomatically in an effort to obtain emergency assistance from abroad. Vice Premier George Tatarescu and his delegation at the signing of the peace treaty here, had several conferences with the Quai d'Orsay, and as a result three airplanes loaded with ten tons of emergency food concentrates are scheduled to leave France for Bucharest Wednesday.

### Gold to Be Set Aside

The Rumanian representative in Washington has been seeking United States aid. It is understood that large shipments of grain and seeds have been promised to be paid for with Rumanian gold.

According to information here, the Bucharest Government has undertaken a commitment to send to Switzerland gold that will be held as the promised payment for American assistance. It is guaranteed that this gold will not include liquidatable assets such as amounts seized during the war whose disposition has not yet been settled.

George Ghorghe, Minister of National Economy, member of the Rumanian Communist party

Continued on Page 1, Column 3

## RUMANIA PERILED BY A WIDE FAMINE

Continued From Page 1

bosses, has been in Moscow for several weeks trying to get Russian aid in the Rumanian food crisis.

Under her bilateral agreements with the Soviet Union, Rumania had pledged large amounts of food shipments. It is understood that many carloads of these shipments still are tied up on Rumanian siding as a result of railway jams, and that Bucharest is seeking their release by the Russians to help the Government in the present emergency.

So far there is no information that the mission to Moscow has been successful. Rumanian sources here express irritation that the Russians have not aided the Bucharest Government in abating the crisis. However, it is known that the Soviet Union itself is hard pressed to meet its own demands.

### Peasants Eating Seed Grain

According to information here, in many areas of Rumania desperate peasants have been driven to devour their seed grain. With one result: that the plant harvest may be practically affected. Some returning from Rumania say that in some families peasants with many children are feeding only the healthiest and permitting the others to starve, or, at least part of the family.

They report the large-scale movement of peasants, who are

deserting the agrarian regions for the towns, boarding trains in search of immediate aid. One source with whom this writer talked spoke of peasants dying aboard such trains and said others had been seen committing suicide.

M. Tatarescu, who also is Foreign Minister, privately spread such reports around Paris while he was here for the peace signing. However, he publicly refused to make any statements, being obviously fearful of saying anything without the previous approval of the Groza Government. Premier Petru Groza's Cabinet originally was installed by Soviet Vice Foreign Minister Andrei Y. Vyshinsky two years ago.

Some sources say this promises to be the worst famine in Rumanian history in this century because reserve stocks were eaten up during the war and the ensuing Soviet occupation. They state that above all in Moldavia and Southern Bukovina the situation is critical; that all normal grain and small stocks of barley and millet disappeared and that many peasants are subsisting largely on herbs and leaves.

The famine is said now to have reached Bucharest—which is unusual in Rumanian famines—and bread rationing not only is sharply reduced but the rations are not available to all. Reports say that some villages are deserted and that the cattle population is drastically down.

The incidence of disease is high, malaria and dysentery spreading. Typhus allegedly is spreading in Moldavia.

Clearly it is difficult for the Russians to assist their new Rumanian friends much because of

mounting, with tuberculosis, polio, their own food difficulties. By the end of 1946, the normal grain deliveries of the Ukraine, the Russian Socialist Federated Soviet Republic, Moldavia and Kazakhstan had not yet been completed. The food shortage was evident even in Moscow as a result of the drought last year and the shortage of agricultural machinery and labor.

### U. S. Food Due in Ten Days

Special to The New York Times

WASHINGTON, Feb. 17—United States Army food sufficient to provide 1,000 calories a day for sixteen days to 500,000 residents of Moldavia reported to be starving is being rushed into Constanta, President Truman announced today.

The food, consisting of 4,500 tons of ten-in-one rations and 2,500 tons of beans, is on the water and is being diverted to reach the Rumanian port in ten days.

The President said the step had been taken as a humanitarian measure, and that he was requesting the Rumanian Government to permit the Rumanian Red Cross to distribute the food.

He indicated the possibility that the United States might provide additional foodstuffs in the form of cereal grains, if the Rumanian Government would undertake the three following engagements:

- (1) Not to export any grain for reparations.
- (2) Not to export grain for repayment of grain loans, or for commercial purposes.
- (3) To permit United States representatives to observe the distribution of grain from this country.

NEW YORK TIMES  
Jeudi, 20 février 1947

APPEALING TO YOU THROUGH THE RED CROSS



A starving, ill-clad child, typical of thousands found by American Red Cross representative on recent trip into Province of Moldavia, northern Rumania, to distribute clothing, food and medical supplies.  
*The New York Times*

Un enfant affamé et mal vêtu, exemple typique parmi des milliers que le représentant de la Croix-Rouge américaine a vu lors d'un récent voyage dans la province de Moldavie, au nord de la Roumanie, où il distribua des vêtements, des vivres et des médicaments.

NEWS OF U. S. AID  
GIVEN RUMANIANS

Printed in Communist Paper  
—Red Cross Is Providing  
\$3,500,000 in Food

BUCHAREST, Rumania, Feb. 19 (AP)—The Communist newspaper Scantela today gave the Rumanian people their first details of President Truman's plan to divert food shipments to this country, and promised that United States observers would be permitted to see that the food was distributed fairly. In an article considered to reflect the attitude of the Government, the newspaper said Rumania "receives with satisfaction this gesture on the part of the United States and their President."

Publication of President Truman's announcement that food would be rushed to the northern Province of Moldavia previously had been held up by censorship. A Ministry of Information spokesman said the reason for the censorship was that the ministry had not received the original text.

Scantela headed its article "President Truman Announces American Help for Moldavia." The article said that food distribution must be made "without political or social discrimination."

Famished Conditions Depicted

Special to THE NEW YORK TIMES.  
WASHINGTON, Feb. 19—The mass starvation in Moldavia, Province of Rumania was described as "the worst catastrophe in this part of Europe in the past fifty years," by Fred G. Sigcrest, American Red Cross representative in Bucharest, in a message to Red Cross headquarters here today.

His report, the first eyewitness account to be received by the organization, told of appalling conditions affecting the 500,000 famine-stricken residents of the area.

The report was based upon a tour made by Mr. Sigcrest to distribute Red Cross clothing and medical supplies.

Responding to a request by President Truman, the Red Cross has arranged to finance and supervise the distribution of \$3,500,000 worth of food supplies in Moldavia, provided that the Rumanian Government makes available transportation and other distribution facilities. The Red Cross is sending trained relief workers from other parts of Europe to assist in the operation.

Distribution of the food will be handled by the Rumanian Red Cross under the supervision of representatives of the American Red Cross, without charge and without discrimination on political, racial, religious or social grounds. "Thousands have already died in that slow, disease-ridden process which follows endless days without food," Mr. Sigcrest reported. "I went into a home where thirteen children and their parents lived in a single room. One child lay dead on a cot in the corner; the others just stared at us with lifeless eyes as they huddled together for warmth."

ADDRESS OFFICIAL CORRESPONDENCE TO  
THE SECRETARY OF STATE  
WASHINGTON, D. C.

DEPARTMENT OF STATE  
WASHINGTON



In reply refer to  
Le/E

March 5, 1947

Dear Sirs:

This is to acknowledge receipt of your letter of March 1, 1947, in which you make inquiry with respect to the pending negotiations concerning the settlement by the Rumanian Government of the claims of the United Nations and their central banks against it for the restitution of gold looted by Germany. You have also inquired whether this Government would have any objection to the granting of commercial bankers credits of up to fifty million dollars (\$50,000,000) to finance imports to Rumania from the United States and Canada, and which would be secured by gold deposited by the National Bank of Rumania, in the event the pending negotiations result in the settlement of the aforementioned claims.

As you know, the Rumanian Legation in Washington has been conducting negotiations with respect to the gold holdings of the Rumanian Government and of the National Bank of Rumania and concerning Rumania's obligation to make restitution in respect to looted gold received by Rumania from Germany. This will confirm your understanding that if a settlement is reached as the result of such negotiations, the National Bank of Rumania will be able to dispose of its gold holdings free of any such claims. If such a settlement is reached, the Department of State will have no objection to the granting of commercial bankers credits, secured by gold, to the National Bank of Rumania, on the understanding stated in your letter.

Sincerely yours,

W. L. Thorp  
Assistant Secretary

LA ROCHE LOHARD ODIER INC.  
One Wall Street  
New York 5, N. Y.

NEW YORK TIMES  
Samedi, 22 Février 1949

#### RUMANIANS THANK TRUMAN

2 Opposition Parties Grateful for U. S. Diversion of Food

BUCHAREST, Rumania, Feb. 21 (AP)—Two opposition parties have formally thanked President Truman for his credit of last Monday diverting 7,000 tons of food from the United States Army to Rumania and have approved the stipulations the President set up for the distribution of the supplies.

Burina Bury, United States political representative here, received a letter from Constantin Bratianu, head of the National Liberal party, thanking the President and the American people for assistance in the Moldavian food crisis. The National Peasant party's secretary, General Isp, expressed appreciation.

The stipulations set by Mr. Truman were that the food not be used to pay reparations, that it not be exported and that American representatives be free to supervise its distribution.

Ent. 5a.

50,000	Investment	To credit
50,000	J. T. J. from Eastern Standard Corp.	W. P. Wood, N.Y.C.
50,000	Atlas Corporation	
	from Poplar Corp.	} Argos
	from British Canadian	
10,000	Westinghouse Corporation	
50,000	Harris Grain Corp.	} W. Trapp, N.Y.C.
20,000	Threat Brothers (corp)	}
20,000	Eastern Lumber Corp. (corp)	
20,000	National Supply Corp.	Argos N.Y.C.
20,000	American Foreign Trade	
250,000	Occidental Trading Corporation	
100,000	Caribbean	
350,000	N.Y.C.	

Creditul trebuind aranjat pe cai comerciale se formează  
 o Societate Americană <sup>cu licență și înalte</sup> concursul Malasa și Anamit  
 în care vor colabora și participa mari case americane  
 financiare industriale și comerciale, cari au avut în trecut  
 sau vor avea în viitor interese la dezvoltarea comerțului  
 în țara noastră. Aceasta societate va plăti creditul pe  
 termen de 6-8 ani bucurându-se de subvenții oficiale va  
 produce și transporta petrolul și ca misiune principală  
 să asigure de acoperirea creditului în termenul de plată  
 aranjat prin exporturi anuale corespunzătoare de  
 cherestea celuloză produse petrolifere și produse care să  
 fie disponibile pe termen lung la comparare și vânzare a  
 produselor vor fi cele de pe piețele mondiale beneficiind  
 de societate 1/2 la suta comision pentru produsele agricole  
 și 1% pentru celelalte produse pe care le va manipula  
 pentru contul statului Român. Dacă se va începe pe  
 la exportul la care Malasa și Anamit primit tot  
 avantajul în siguranță și vor putea obține și alte  
 credite pentru alte materiale. Detalii creditului și  
 depozitarii <sup>în condițiile anuale de exportat din diferite porturi</sup> ~~anuale~~ de vom comunica ulterior după  
 descurtarea în bancile. Societatea nouă prin compe-  
 nentii sale oferă o garanție ca scumpul creditului de  
 se începe și dezvoltă comerțul între cele 2 țări va fi  
 independent.

Cum este cunoscută în ce măsură în electricitate  
 și în alte domenii se sunt mult mai favorabile

The credit having to be arranged through commercial channels, an American company with a capital of \$1,000,000. is organized with the collaboration of Malaxa and Ausnit and in which will collaborate and participate large American financial, industrial and commercial firms, that had in the past or will have in the future interests in the development of trade with our country. This company is to act as an intermediary for the credit which is to run for 6 to 8 years having low rates of interest, will take over and will transport the corn and, as main objective, will take care of the credit within the agreed time limit, by means of yearly corresponding exports of timber, cellulose, oil products and possibly grain when the latter is available; the buying and selling prices of these products will be those of the world market, a commission of 0.5% for farm products and of 1% for other products that will be handled for the account of the Roumanian state, is to be granted to the company. If the exports start promptly to which end Malaxa and Ausnit promised their full cooperation, other credits for other goods could certainly be obtained. We will communicate later, after discussion with the banks, the details concerning the credit, the gold deposit and the amounts of various products to be exported annually. The new company, through its components, offers here guarantees that the goal of the credit, i.e. starting and developing trade between the two countries will be achieved. The proposed operation is similar to that attempted in Switzerland but the terms and conditions are much more favorable./.

Dezisele structurale permise de guvernul prin

creditul trebuie angajat pe cei conșcienți și  
la concursul deosebit de mare și competitivitate și  
participarea de mare parte financiară  
structurale și comercial care au avut în trecut  
și vor avea în viitor interese în dezvoltarea  
comunității în țara noastră de pe timpul o-  
scuității americane cu ajutorul și capital  
care ne mărește creditul, prețurile și fluxurile  
potențiale și inginerii de recuperare creditului  
prin oportunități de creșterea productivității și  
și altele în structurale și în condiții de  
și costurile mici și în comunice oportunități cu  
stabilirea condițiilor de creditare și în societate  
ne produce în creșterea tuturor produselor la  
potențiale și în societate deosebită și în  
și în producție și în condiții deosebită și în  
și în condiții deosebită și în condiții deosebită și în  
și în condiții deosebită și în condiții deosebită și în



Dacă se va începe prompt și desfășurarea  
cu efortul în care Mădăra și Clusov  
promit tot concursul și întreprinderile lor  
Săcătarea nouă va putea cu siguranță  
obține prelungiri și noi credite pentru materii  
și materii prime necesare la oferirea ac-  
ționării (prin componenta ce se împinge în  
afară de oportunități ce nu se dau de a începe și dezvoltarea  
comercială între cele 2 state se va implini

QUESTION 2

Question: Why is it that only Mr. Malaxa was paid for his plant delivered to the Russians by the Roumanian government and no one else ever received compensation for plants seized from them?

Answer: Mr. Malaxa is not the only one whose property was paid for by the Roumanian government when the latter took it to deliver to the Russian government in payment of the war debt as stipulated in the armistice convention.

In payment of this war debt of \$300,000,000., Roumania was obligated to deliver various goods for a value of \$297,500,000 (99.2% of the total) and the tube plant (the tube mill and auxiliary machines) belonging to the Malaxa Works for a value of \$2,460,000. (0.8% of the total).

No other plant (complete installation then existing) was taken from anyone else.

For all this 99.2% making up the \$297,500,000, the government paid the current prices in lei to the thousands and tens of thousands of producers, (industries and corporations, including American corporations) whose goods it took to deliver to the Russians.

For the 0.8% representing the tube mill taken from the Malaxa Works, the Roumanian government finally applied the same general ruling it applied to all the others: payment in lei.

In order to benefit from this general ruling as applied to everyone, no understanding or connection with the government was

necessary.

In fact, Mr. Malaxa did not pay, to this end, any percentage or commission, neither to the government or any of its members, nor to any political party or member thereof.

All these payments were made by Mr. A. Alexandrini, Minister of Finance.

All payments ceased the day he was replaced as Finance Minister by a communist, V. Luca.

As the question gives the appearance of being complex, certain persons with evil intentions, are taking advantage of the situation to insinuate to people of good faith but who are not thoroughly conversant with all of the details, that Mr. Malaxa, in receiving payment for his tube mill, was a privileged person.

They insinuate that this payment was the result of special relations and arrangements with the Roumanian government, meaning the Roumanian communists, and, in order to give more support to their insinuations, they say that the Malaxa corporation was the only one to receive payment, while other corporations, even those controlled by Allied or American capital, were not paid.

This is absolutely false.

In order to dissipate this false impression, we will explain in detail all the facts as follows:

A. Generalities

Following the armistice asked for by Roumania on August 23, 1944, the Russian army occupied the country.

During the first few months of its march across Rouman-

ia, the Soviet Army seized a huge quantity of war booty. (See Paragraph A-a).

The armistice agreement imposed by the United States, Great Britain and the USSR on Roumania, obligated that country to pay to the Russian government \$300,000,000. as war debt, payable in merchandise. (See Paragraph A-b). After the signing of the armistice, a regular occupation administration force was established in Roumania.

The Russians, therefore, took from Roumania:

- (a) Soviet Army - war booty.
- (b) Soviet Government - reparations covering war damages (war debt).

Here, in detail, are the differences between the two categories:

(a) War Booty

As is known in history, an occupying army seizes objects as war booty. This booty constitutes, in reality, a theft, as it is taken by the occupying army against the will of the proprietors who are unable to resist force. These proprietors receive nothing in exchange.

It was in this manner, that the Russian armies, in their march across the fields, took from their proprietors cereals, cattle, horses, etc.; in the cities they took jewelry from the women, watches from the men; furniture from the houses; in crossing the industrial region, they took industrial material. For all of this, they never paid anything and left no receipts for the booty they took.

Among those pillaged were included:

-the American companies, from whom the Russians took important quantities of material,

-the Malaxa Works, from whom they took the machines making up the motor factory.

Nothing was paid to anyone.

For all of this material and for all these machines, neither the American companies nor the Malaxa Works received any form of reimbursement whatsoever.

Therefore, there was no difference in treatment between the American companies and the Malaxa companies.

(b) Deliveries in accordance with the Armistice Agreement

In conformity with the armistice convention approved by the three Allies - the United States, Great Britain and the USSR - Roumania was obligated under article 11 (Exhibit No.1), to pay to the Russians, over a period of six years, a war debt of \$300,000,000. in merchandise. On January 16, 1945, an agreement was signed for the purpose of putting the armistice agreement into effect. (Exhibit No.2).

This merchandise is listed in the annex to the *January 16th* agreement and the unit prices were also fixed in dollars.

This merchandise included:

Petroleum.....	\$150,000,000
Grain.....	\$ 16,002,500
Cattle and horses.....	\$ 19,801,800
Lumber.....	\$ 18,000,000
Industrial products.....	\$ 89,125,227
Industrial machinery.....	\$ 7,070,489.5

Page 12 of the Convention of January 16, 1945 shows the industrial machinery which was to be delivered and which included

two categories:

(a) existing equipment.....	\$3,062,227
(b) new equipment (to be manufactured)	\$4,008,262

The new machinery, that is to say, that which was to be manufactured, represented work and therefore a profit for Roumanian industry.

The existing equipment, on the other hand, was the very substance of what made up Roumanian economy.

As such, it represented a loss for the respective factories, equal to an amputation of part of its very body.

The existing equipment was made up as follows:

Tube plant (Malaxa).....	\$2,460,000
*Steel Billets.....	\$ 524,227.50
Turbo-generator (Brown-Bovery)....	\$ 62,500
4 machines (Scaeni).....	\$ 15,000

\*These billets were in the Malaxa Plant but were the property of the Roumanian Government.

From which if we eliminate the steel, which should not really appear on this list, we have actually \$2,537,500. worth of equipment falling into this category.

Thus, from the total of the existing equipment, they took from the Malaxa Works alone, a complete industrial installation, for the manufacture of tubes, comprising 97% of the total value of this category, whereas 3% from all others were taken, consisting of separate and unrelated items.

This harsh and exceptional treatment toward the Malaxa Works is explained by the fact that Roumanian industry in general did not possess any equipment of exceptional technical importance which could whet the Russians' appetite. The Malaxa

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tube factory was exceptional inasmuch as it was the most modern tube factory in the whole of Europe (it had been completed in 1938).

The Taking away of the mill

(a) During the month of November 1944 (at the alleged instigation of Mr. Malaxa's great enemy, Mr. Ausnit) the Russians became aware of the importance of the Malaxa Works' Tube Mill. The crossing of Roumania had already been terminated at that time, so that it was too late for them to take the mill as war booty. The only way they could attempt to seize it was under the terms of the Armistice agreement as war damages (See A-b) (Exhibit No. 1, Armistice Agreement). A demand was therefore made in the name of the Allied Armistice Commission (Soviet Commission).

This request was made in flagrant contradiction of article 11 of the armistice agreement, on which it was based; article 11 stipulated payment in merchandise. Now, the tube mill was not merchandise but indeed an instrument for the production of merchandise.

(b) At this time, Mr. Malaxa, who had been dispossessed of his Works in 1941 by the Nazi government of Antonescu, was still not in physical possession of his Works. Therefore, he could not forcibly oppose their dismantling.

In spite of this, he approached every one to ask their help against the looting of his Works.

He addressed a long memorandum to Mr. Savel Radulescu, president of the Roumanian Armistice Commission.

He requested aid of King Michael, who, in turn, sent:-

Lieutenant Ionitiu, brother of the King's secretary, liaison officer with the USA Military Mission in Roumania to ask the aid of that

21.



mission.

He appealed to General Radescu, who was at that time President of the Council of Ministers to ask him not to turn over the tube factory installations (See affidavit Radescu, Exhibit No. 3).

He appealed to the heads of the National Peasant and Liberal Parties, Mr. Maniu and Mr. Bratianu.

In spite of all these efforts, nothing could stop the dismantling of the tube factory as there was nothing that could oppose the demands of the Russians based on the presence and force of their army.

(c) At that time, the Malaxa Works were still in the possession of the Rogifer Company belonging to the Roumanian government, therefore in the possession of the State itself.

It was therefore the Roumanian government which actually turned over these installations to the Russians. It officially recognized, moreover, this fact in article 3 of the transaction which contains the following:

"As a counter-value to the 14" rolling mill (tube mill) and of the machines in the pipe factory which the State handed over to the Soviet High Command in partial payment of its war debt, the Roumanian State acknowledges the debt and . . . . . ." (Exhibit No. 3-a).

The Minister of National Economy asked Mr. Malaxa's assistance in this affair upon several occasions. Mr. Malaxa obstinately refused his cooperation. The letter dated January 2, 1945, from the Minister of National Economy (Exhibit No. 4), proves the net refusal of Mr. Malaxa to assist, by any manner or means, in this looting of his Works. In this letter, the Minister states: "The Allied Control Commission (Soviet Commission) notified the Roumanian government on November 29, 1944 of its 'final and irrevocable' decision to take over the Malaxa

Tube Plants. Later the small rolling (tube) mill plant and its annexes were allowed to continue operation; the taking over of these facilities by the Russians being deferred for a time". Moreover, the Russians reinforced their words with actions. Russian soldiers came to the plant and started to takeaway steel and to dismantle the big mill.

C. Payment for material taken by the Roumanian government for delivery on account of war reparations

(1) Payment for all merchandise in general

Roumania not being at that time a communist state, the government was not yet the legal owner of the petroleum industry, nor of the land, nor of the live-stock and cattle, nor of the forests, nor of the plants, etc. Consequently, the government itself could not produce the goods which it was under obligation to deliver to the Russians.

Therefore, in order to be in a position to live up to its obligations, the government was compelled to purchase the various commodities which it had to deliver. For this reason, the government purchased:

Petroleum from oil companies  
Cereals from farm owners  
Cattle from growers  
Lumber from logging operators  
Industrial products from industrial enterprises, etc.

For all of these objects which it took, the Roumanian government paid, without exception, their counter-value in lei (Roumanian money) at the time of delivery by the producer.

As we have noted, petroleum products constituted a large percentage of the goods which had to be turned over to the Russians. American companies in Roumania also turned over to the Roumanian government, with the above-mentioned objective in mind, large quantities of products. The American companies, as was the case for everyone else, received payment in lei for all of these products, at the price which

prevailed when deliveries were made. It was normal and logical that payment should be made in lei as these petroleum products came out of Roumanian soil and the cost of exploitation was always sustained in lei.

(2) Payment for Malaxa's tube mill

(a) Payment for the tube mill was made later because:

At that time, when it was taken, Mr. Malaxa was not in physical possession of the mill, it still being in the possession of the Rogifer Company which belonged to the Roumanian government (we have already explained that Mr. Malaxa was dispossessed of his factories by the Nazi Government and that in December 1944, they were still in the physical possession of the Rogifer Company, owned at that time entirely by the Roumanian government). Therefore, the mills not having been actually turned over to the Malaxa companies, payment to the Malaxa Works themselves, at the time of delivery, was not possible.

(b) As a result, payment should have been made at the time when the Works, with the large mill and installations manufacturing tubes of 6"-14" missing, were given back to him. For this reason, in the transaction whereby possession of the confiscated Works was given back to the owner, payment due at that time should have been settled.

(c) Even then, this payment was not effectively made, as was the case normally pursued in its dealings with others by the Roumanian government, but was merely stipulated in writing, that is to say, postponed.

(d) Payment was stipulated in dollars for the simple

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reason that the large mill, along with the auxiliary machines, could only be procured outside the country upon payment in dollars. The replacement of the mill by a new one was considered necessary for two reasons:

-First, the petroleum industry also needed large quantities of tubing of diameter larger than 6 inches. Petroleum represented 50% of the deliveries which were to be made to the Russian government on account of war reparations. Paralysis of production in petroleum because of lack of the necessary tubing would have grave repercussions on Roumania. It is to be recalled that in 1945, 1946, 1947 and 1948, there was a world crisis resulting from a shortage of seamless tubing.

-Second, the amount of petroleum products to be delivered to the Russian government coupled with the ordinary consumption of petroleum within the country, resulted in no petroleum products whatever being available for export. As Roumania depended almost entirely on the export of petroleum products for its foreign exchange, it became vital that the internal consumption of petroleum products be curtailed drastically and replaced by methane gas in order to reserve the necessary amounts of petroleum products for export. For this purpose, great quantities of large tubing were indispensable, for the construction of large pipelines.

It is true that the Roumanian Government paid for objects taken from proprietors and producers in lei. This was normal and regular procedure, since all of these objects were produced in Roumania and, therefore, in order to replace them, the

proprietors and producers could utilize lei. A factory producing tube mills did not exist in Roumania. The installations therefore could not be replaced with lei. It was therefore a normal and regular procedure that dollars be stipulated as payment because only through the use of dollars could one replace the installations taken away. But in spite of all this, as we shall see later, payment was made to the Malaxa company.

-as in all other cases, in lei, but  
-not in full.

(e) The return of the Malaxa Works was decided by the coalition government headed by General Radescu who appointed Mr. Emil Ghilezan, at that time Deputy Minister of Finance, as head of a commission which was to settle this transaction. This work was almost terminated at the time this government was replaced during the month of March 1945, by Vishinski.

(f) The work was taken up by the following government and the transaction was approved by a commission formed by the three Ministers interested, that is to say, the Minister of National Economy, the Minister of Finance and the Minister of Communications (The Malaxa Works were at that time engaged, for more than 75% of their total work, in work for the government, that is for the Roumanian Railways).

Let us note that two of these Ministers were Liberals and that one was a communist and that one of the Liberal Ministers who approved the transaction was Mr. Durma. It is also to be noted that Mr. Durma, as Minister of Finance, in the Groza government, was the only Minister of that government who handed in his resignation and who took sides with the King when, in spite of the demand of King Michael, the Groza government refused to resign and the constitutional crisis of the second half of 1945 was provoked.

The works were given back to Mr. Malaxa because:

-they were completely disorganized as a result of their exploitation by the Germans and the Roumanian State during the war and by employees' committees after the armistice;

As a result of this, the production of which the greater part was for the use of the government, was greatly reduced to the detriment of the State;

-because that reduction in production created difficulties for the government in hampering its fulfillment of the armistice agreement;

As a result of this reduction in production, the works did not contribute, as they should have done, to the renewal and reconditioning of the rolling stock worn out by the war;

-because the works created great expense for the State as a result of subsequent subsidies necessitated by reduced incomes;

At a time when all property, which had been confiscated by the Antonescu government, had been returned to their original owners there was no reason for anybody to oppose the return of the Malaxa works.

The return of these works was therefore not an act of favor from the Groza government. It was an act of the Radescu government, of restitution of property to a proprietor despoiled by the Nazis. This was not special treatment favoring one person, inasmuch as the government returned to everyone property which had been confiscated by the Nazi regime. One should also note that the only Roumanian industrialist of Christian belief, whose factories were confiscated by the Nazis, was Mr. Malaxa.

C. Execution of the payment to the Malaxa company

(a) After the signing of the transaction, the Minister of Finance, Mr. Durma, proposed to Mr. Malaxa that payment be made in dollars

by check drawn on the dollar account belonging to the Roumanian government and blocked by the United States as a result of the war. This account, not being free, Mr. Malaxa refused.

(b) Mr. Malaxa not accepting this offer, a proposition made by the Joint Distribution Committee and Mr. Ausnit, was then examined. Mr. Ausnit had declared to Mr. Malaxa that it would be possible, for a large fee, for him to obtain payment in the United States of the \$2,460,000.00 due to Mr. Malaxa from the Roumanian government.

On page 2 of the Guarantee Agreement, signed by Ausnit (Exhibit No. 5), appears the following:

"Whereas Mr. Ausnit claims that he intervened and gave his active assistance to Nicolae Malaxa and the companies and corporations controlled by him for the transfer to the latter, by the Roumanian government, of its indebtedness in the amount of \$2,460,000.00"

In spite of the fact that Mr. Malaxa did not give much credence to the proposition of Mr. Ausnit, because of his previous unfortunate experiences in business dealings with Ausnit, he thought that perhaps he might after all be the person indicated to effect payment because of the services which Ausnit had rendered to Russian interests in Roumania among which was their first foothold in Roumanian industry thanks to Ausnit's turning over to the Russians a thirty percent interest in Resita, the country's largest steel mills. (Exhibit No. 5), Contract of Guarantee of July 7, 1947 and (Exhibit No. 6), Monitor Official of 25th Jan. 1946.

The Joint Distribution Committee, while possessing foreign exchange outside Roumania, did not have any lei in Roumania to carry on its works of charity there. At that time, gold was very dear in Roumania and was worth more than twice as much in Switzerland. Then again, importation of gold and foreign exchange was illegal.

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The Joint Distribution Committee proposed to the government that the Roumanian government turn over to the Joint 250,000 gold pieces to dispose of as she wished in Roumania. In exchange, the Committee offered to deposit 250,000 gold napoleons in Switzerland for the account of the government and from the profits resulting from the difference in the exchange of gold in Switzerland against gold in Roumania, also pay the \$2,460,000.00 debt which the Roumanian government owed to the Malaxa companies. An agreement was actually drawn up between the Minister of Finance and the Joint Distribution Committee (Exhibit No. 7.), but was never ratified as the representatives of the communist party in the government were opposed to any payments being made to the Malaxa companies.

(c) Before leaving for the United States, Mr. Malaxa requested of the government that its debt toward him be discharged by exportations of Roumanian products during a period of two years and to give him the possibility of mobilizing its credit by guaranteeing it with a deposit of gold, by the Roumanian government, in a foreign country. The government refused to deposit the gold as guarantee but proposed instead that the National Bank of Roumania guarantee the sum by a letter of guarantee.

The Council of Ministers, by decision No. 722 of June 7, 1946 approved this method of payment but only on the grounds of realizing an effective industrial collaboration with American industries (Exhibit No. 8).

The report of the Council of Ministers is very clear in its meaning. (Exhibit No. 9). This time, the Communist ministers were in agreement with this formula and signed the Journal because in their opinion this was not merely a payment, pure and simple, from which Mr. Malaxa would have benefited as proprietor of the Malaxa Company, but they figured that this sum would come back into Roumania in the form of new



investments, as they had demanded. In fact, this is the substance of the article in question. We note that the report of the Council of Ministers is signed by two Liberals, Mr. Tatarescu, who at that time was Vice-President of the Council of Ministers and acting Minister of Finance, and Mr. Bejan, Minister of Industry and Commerce.

(d) In spite of all these measures, nothing was paid to Mr. Malaxa from the proceeds of loans made by Roumania outside the country. As to exports, the government approved very small quantities of merchandise.

In the face of this situation, the associates of Mr. Malaxa requested of the Roumanian government that payments should be made in lei in the same manner as the government had made and was continuing to make (See Para. C-4 above), to everyone else.

We call attention to the fact that this move was not made until after Mr. Malaxa had left Roumania. We also wish to call attention to the fact that the Minister of Finance who approved such payments was Mr. A. Alexandrini, a member of the Liberal Party, and to the fact that these payments ceased the day he was replaced as Minister by a communist, V. Luca.

For all of these payments, Mr. Malaxa never paid any kind of a commission or percentage either to the government or any of its members or to any political party or member thereof.

In this way,

-The Roumanian government paid a debt which it owed in foreign exchange by its own money. And it was exactly at that time that, as lei were continually devaluating, the government printing presses did nothing but print money. In fact, the actual value of lei finally arrived at

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140,000 lei to the dollar by the end of 1946, and at 7,000,000 before stabilization, although the official price was 150 lei to the dollar at the time of stabilization.

D. Exchange of Lei for foreign currency

As the Joint Distribution Committee and Hias continued to have great need of lei in Roumania and as the Malaxa companies received payment in lei from the Roumanian government, an arrangement was made, in the absence of Mr. Malaxa, by which the Malaxa companies turned over lei to these organizations and received in return, foreign currency outside of Roumania. (Exhibit No. 10). In this way, everyone was satisfied.

-the JDC and Hias were able to procure the necessary lei in Roumania,

-and Mr. Malaxa was able to exchange a great portion of the lei he possessed for foreign currency.

His representatives in Bucharest did pay a certain commission to a Mr. Soreanu (A Roumanian Journalist), who acted as intermediary between the Joint Distribution Committee and Hias, and the Malaxa companies.

*Nicolae Malaxa*

Nicolae Malaxa

Sworn to before me this 15  
day of September, 1949.

*Lucy C. Paganelli*  
Notary Public

LUCY C. PAGANELLI  
Notary Public, State of New York  
Residing in New York County  
N.Y. Co. CHS. No. 158, Reg. No. 537-P-0  
Commission Expires March 30, 1950

LUCY C. PAGANELLI  
Notary Public, State of New York  
Residing in New York County  
N.Y. Co. CHS. No. 158, Reg. No. 537-P-0  
Commission Expires March 30, 1950

Exh. 1.

# CONVENȚIE DE ARMISTIȚIU

INTRE GUVERNUL ROMÂN PE DE O PARTE  
ȘI GUVERNELE UNIUNII SOVIETICE,  
REGATULUI UNIT ȘI STATELOR UNITE  
ALE AMERICII PE DE ALTA PARTE

IN LIMBILE ROMÂNĂ, RUSĂ ȘI ENGLEZĂ



BUCUREȘTI

1944

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vor fi supuse controlului operativ al Inaltului Comandament Aliat (Sovietic), pentru folosirea lor, în interesul general al aliaților (vezi anexa la art. 10).

11. Pierderile pricinuite Uniunii Sovietice prin operațiunile militare și prin ocuparea de către România a teritoriului sovietic, vor fi despăgubite de către România față de Uniunea Sovietelor, însă, luând în considerație că România nu numai că s'a retras din război dar a declarat război și în fapt duce război contra Germaniei și Ungariei, Partile sunt de acord ca, compensațiile pentru pierderile menționate să nu fie plătite în întregime de România, ci numai în parte, și anume în sumă de 300 milioane dolari ai Statelor Unite, plătibili în curs de șase ani, în mărfuri (produse petrolifere, cereale, materii lemnoase, vase maritime și fluviale, diverse mașini, etc.).

România va plăti despăgubiri pentru pierderile pricinuite în România proprietăților celorlalte State Aliate și naționalilor lor, pe timpul războiului, despăgubiri a căror sumă va fi fixată la o dată ulterioară (vezi anexa la art. 11).

12. Guvernul Român se obligă ca în termenii indicați de către Inaltul Comandament Aliat (Sovietic), să restituie Uniunii Sovietice, în desăvârșită bună stare, toate valorile și materialele luate de pe teritoriile ei, în timpul război-

водах, будут поданы оперативному контролю Советского (Советского) Главкома, для использования их в общих интересах Союзников. (См. Приложение к статье 10).

11. Убытки, причиненные Советскому Союзу военными действиями и оккупацией Румынией советской территории, будут Румынией возмещены Советскому Союзу, причем, принимая во внимание, что Румыния не просто вышла из войны, а объявила войну и ведет ее на деле против Германии и Венгрии, стороны соглашаются о том, что возмещение указанных убытков будет произведено Румынией не полностью, а только частично, а именно: в сумме 300 млн. амер. долларов с погашением в течение шести лет товарами (нефтепродукты, зерно, лесные материалы, морские и речные суда, различное машинное оборудование и т. п.).

Румыния возместит убытки, причиненные собственности других союзных государств и их гражданам в Румынии во время войны, причем сумма возмещения будет установлена позже. (См. Приложение к статье 11).

12. Правительство Румынии обязуется в сроки, указанные Союзным (Советским) Главкомандованием, возвратить Советскому Союзу в полной сохранности вывезенные с его территории во время войны все ценности и

operational control of the Allied (Soviet) High Command for use in the general interest of the Allies. (See Annex to Article 10).

11. Losses caused to the Soviet Union by military operations and by the occupation by Rumania of Soviet territory will be made good by Rumania to the Soviet Union, but, taking into consideration that Rumania has not only withdrawn from the war, but has declared war and in fact is waging war against Germany and Hungary, the Parties agree that compensation for the indicated losses will be made by Rumania not in full but only in part, namely to the amount of 300 million United States dollars payable over six years in commodities (oil-products, grain, timber products, sea-going and river craft, sundry machinery, etcetera).

Compensation will be paid by Rumania for losses caused to the property of other Allied States and their nationals in Rumania during the war, the amount of compensation to be fixed at a later date. (See Annex to Article 11).

12. The Rumanian Government undertakes within periods indicated by the Allied (Soviet) High Command to return to the Soviet Union in complete good order all valuables and materials removed from its territory during the

nia, contra Germaniei și Ungariei.

20. Prezentele condițiuni intră în vigoare în momentul semnării lor.

Făcut în Moscova, în patru exemplare, fiecare în limbile română, rusă și engleză, textele rus și englez fiind autentice.

12 Septembrie 1944.

Pe lângă autoritatea Guvernului și a Statului Comandament al României

- (ss) *Lucrăciu Pătrășcanu*
- (ss) *Gen. Adj. Dămăceanu*
- (ss) *B. Știrbey*
- (ss) *G. Popp*

Pe lângă autoritatea Guvernului Statelor Unite ale Americii, a Republicii Socialiste Sovietice și Regatului Unit

- (ss) *Malinowski*

военных операций против Германии и Венгрии.

20. Настоящие условия вступают в силу с момента их подписания.

Составлено в Москве, в четырех экземплярах, каждый на румынском, русском и английском языках, причем тексты на русском и английском языках являются аутентичными.

"12" сентября 1944 года.

По уполномочию Правительства и Главного Командования Румынии

- Подписали:
- ЛУКРЕЦИУ ПАТРАШКАНУ
  - Ген. ад. ДАМАЧАНУ
  - Б. ШТИРБЕЙ
  - Г. ПОПП

По уполномочию Правительства Союза ССР, Советского Королевства и США

- (ss) МАЛИНОВСКИЙ

nam against Germany and Hungary.

20. The present terms come into force at the moment of their signing.

Done in Moscow, in four copies, each in the Rumanian, Russian and English languages, the Russian and English texts being authentic.

September 12, 1944

By authority of The Government and High Command of Rumania

- (ss) *Lucrăciu Pătrășcanu*
- (ss) *Gen. Adj. Dămăceanu*
- (ss) *B. Știrbey*
- (ss) *Gh. Popp*

By authority of The Governments of the United States of America, the Union of Soviet Socialist Republics and the United Kingdom

- (ss) *Malinowski*

Ed. 2. 1945  
COMISIUNEA ROMÂNĂ PENTRU APLICAREA ARMISTIȚIULUI pag 32.

CONVENȚIE  
INTRE GUVERNUL UNIUNII REPUBLICELOR  
SOCIALISTE SOVIETICE ȘI GUVERNUL ROMÂN

DIN 16 IANUARIE 1945.

CU PRIVIRE LA EXECUTAREA ARTICOLULUI (1)

DIN

CONVENȚIA DE ARMISTIȚIU

DIN 12 SEPTEMBRIE 1944



BUCUREȘTI 1945

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ANEXA I

LIVRAREA MĂRFURILOR

DE CĂTRE

ROMÂNIA

IN CURSUL CELOR ȘASE ANI DE APLI-  
CARE A CONVENȚIEI DE ARMISTIȚIU  
CU ROMÂNIA, DIN 12 SEPTEMBRIE 1944

(DELA 12 SEPTEMBRIE 1944

PÂNĂ LA 12 SEPTEMBRIE 1950)

## I. PRODUSE PETROLIFERE

Denumirea mărfii	Unitate de măsură	Total pe 6 ani	Prețul per 1 tonă în dol. amer.	Repartizarea livrărilor pe ani		
				Anul I	Anul II	Pe următorii 4 ani, anual
Produsele petrolifere .....	In mii dolari	150.000,0	—	21.074,6	26.082,5	25.957,5
Total .....	In mii tone	10.195,8	—	1.715,8	1.722,0	*) 24.570,4 1.703,0 *) 1.643,0
Din care:						
Benzină de aviație oct. 73 .....	1.000 tone	362,0	37,19	12,0	70,0	70,0
Benzină auto oct. 60—62 greutatea specifică 0,735 .....	1.000 "	4.366,0	18,28	420,0	800,0	800,0
Total .....						*) 746,0
Petrol lampant rafinat greutatea specifică 0,815 .....	1.000 "	1.560,0	14,26	210,0	270,0	270,0
Motorină (gaz-oil) temperatura de congelare — 5° C. ....	1.000 "	1.000,0	12,43	100,0	180,0	180,0
Păcură temperatura de congelare + 10° C. ....	1.000 "	2.342,8	6,58	418,8	400,0	381,0
Țitei brut parafinos greutatea specifică 0,862 .....	1.000 "	550,0	10,50	550,0	—	—
Parafină temperatura de topire + 50—52° C. ....	1.000 "	12,0	67,79	2,0	2,0	2,0
Cocs de petrol pentru electrozi .....	1.000 "	3,0	15,60	3,0	—	—

\*) Cifrele arătate se referă la anul IV de livrare.

**OBSERVAȚIUNI:** 1. În cazul modificării condițiilor tehnice ale produselor petrolifere, arătate în anexa de față, se va face recalcularea corespunzătoare pe temelul prețurilor de bază stabilite.

2. Dacă partea sovietică acceptă o parte oarecare de produs petrolifere fob Giurgiu, calculul pentru produsele petrolifere primite se va face la prețurile sus indicate, cu reducerea diferenței cheltuielilor de transport ale produselor de petrol Plocești-Constanța și Plocești-Giurgiu, fixate după diferența prețurilor fob Constanța și fob Giurgiu, pe baza cotațiilor publicate în 1938 în Monitorul Petrolului.

3. Dacă, în urma cererii din partea sovietică, o oarecare cotă din țitei sau din produsele petrolifere se va transporta din Plocești cu mijloace de transport sovietice (cisterne, vagoane), prețurile stabilite nu vor fi modificate.

## 2. CEREALE

Denumirea produselor	Unitatea de măsură	Total pe 6 ani	Prețul unitar	Repartizarea livrărilor pe ani		
				Anul I	Anul II	Pe următorii 4 ani, anual
Cereale total .....	Mii \$	16.002,5	—	11.087,7	4.914,8	—
Total .....	Mii tone	682,7	—	674,3	208,4	—
Din care:						
Grâu .....	Tone	370,0	24,75	250,0	120,0	—
Porumb .....	"	277,7	22,00	189,3	88,4	—
Orz .....	"	35,0	21,00	35,0	—	—

**OBSERVAȚIUNI:** 1. Prețurile indicate mai sus sunt stabilite:

a) Franco vagon C. F. ecartament larg, stațiunea sovietică de grâu pe frontiera sovietico-română.

b) Fob port Constanța, Galați, Brăila.

În locul predării fob port Galați sau Brăila, la cererea Direcțiunii Livrărilor din România, livrarea trebuie să se efectueze în porturile sovietice Ismail sau Reni.

Toate cheltuielile în legătură cu aducerea cerealelor în porturile Ismail sau Reni, inclusiv spezele de asigurare completă a încărcăturii (în afară de asigurarea contra riscurilor de război) le ia asupra sa Guvernul Român.

2. La livrarea cerealelor franco-vagon, stațiunea sovietică de frontieră Ungheeni, primirea calitativă și cantitativă are loc în prealabil la stațiunea română de graniță Iași, având în vedere că o astfel de predare-primire capătă în stația Ungheeni puterea unei predări-primiri definitive — după efectuarea formalităților convenite cu însoțire prin scrisoarea de trăsură C. F. căreia i se va aplica ștampila stației Ungheeni.

3. Dacă cerealele se predau în porturile sovietice Ismail sau Reni, la cererea Direcțiunii Livrărilor din România, în loc de fob port Galați sau Brăila, primirea cerealelor se efectuează la Galați calitativ definitiv, iar cantitativ numai provizoriu, deoarece predarea definitivă cantitativă (redactarea) cerealelor se face la sosirea lor în porturile de destinație Ismail sau Reni la debarcarea din șleuri.



3. VITE

Denumirea mărfii	Unitatea de măsură	Total pe 6 ani	Prețul per tonă greutate vie în dolari americani	Repartizarea livrărilor pe ani		
				Anul I	Anul II	Pe următorii 4 ani, anual
Total .....	Mii dol. amer.	8.971,8		1.279,3	1.393,1	1.603,3 *) 1.489,5
Bovine .....	Capete	200.000		30.000	30.000	35.000
	Tone greutate vie	75.520,0	83,00	11.328,0	11.328,0	13.216,0
Porci .....	Capete	100.000		15.000	15.000	17.500
	Tone greutate vie	12.710	138,00	1.907,5	1.907,5	2.226,0
Oi .....	Capete	500.000		50.000	100.000	105.000
	Tone greutate vie	15.297	62,00	1.222,5	3.058,5	*) 45.000 3.213,0 *) 1.377,9

\*) Aceste cifre sunt valabile pentru anul al IV-lea.

**OBSERVAȚIUNI:** 1. Primirea calitativă și provizorie cantitativă a vitelor se efectuează în punctele de primire-predare aflate pe teritoriul României, în apropierea graniței sovietice. Punctele de primire-predare sus arătate vor fi organizate și utilizate de către predător cu mijloacele proprii, trebuind să corespundă cerințelor veterinare și sanitare pentru întreținerea normală a vitelor cu locurile de adăpat, cântarelor de cântărit vite, locurilor adăpostite pentru păstrarea și pregătirea furajului, precum și a locuințelor pentru primitorii vitelor. După predarea-primirea provizorie a vitelor, predătorul este obligat, pe contul propriu, cu mijloacele proprii și pe răspunderea sa să intrețină vitele în punctul de primire-predare, să le îngrijească și să le aducă cu însoțirea reprezentantului primitorului până în punctul de predare definitivă, la granița sovieto-română.

2. Hranirea vitelor până în momentul predării definitive la granița sovieto-română se efectuează de către predător pe contul lui propriu după următoarele cantități zilnice și pe cap: bovine — câte 10 kg. fân sau paie de primăvară, oi — câte 2,5 kg. fân sau paie de primăvară, porci — câte 3 kg. porumb sau orz.

3. Furnizorul este obligat cu mijloacele proprii și pe socoteala lui să amenajeze vagoane de transportat porcii cu grătar, uluci și să le aprovizioneze cu inventar și material pentru culcuș, socotind pentru 1 vagon: uluci 4, poloboare de 20 găleți — 1 găleți, 1 lopetă, 1 felinare, 1 topoare, 1, paie 300 kg.

4. C A I

Denumirea mărfii	Unitatea de măsură	Total pe 6 ani	Preț per cap în dol. amer.	Repartizarea livrărilor pe ani		
				Anul I	Anul II	Pe următorii 4 ani, anual
Cai						
Total .....	mii dol. capete	10.830,0	—	1.140,0	1.710,0	1.995,0
Total .....		190.000	57,00	20.000	30.000	35.000

**OBSERVAȚIUNI:** 1. Evaluarea cailor în funcțiune de înălțime și calitate se efectuează conform schemei următoare (prețurile sunt calculate în dolari americani pentru 1 cal).

Înălțimea în cm	C a i			A r m ă s a r i		
	Foarte buni	Buni	Satisfăcători	Foarte buni	Buni	Satisfăcători
140—144 .....	53	48	43	—	—	—
145—148 .....	59	56	49	—	—	—
149—152 .....	65	60	55	125	120	115
153—156 .....	70	65	60	135	130	125
157 și mai înalți .....	76	71	66	146	144	136

2. a) Primirea calitativă și provizorie cantitativă a cailor se efectuează în punctele de primire-predare, aflate pe teritoriul României în apropierea graniței sovietice. Punctele de primire-predare sus arătate vor fi organizate și utilizate de către predător cu mijloacele sale proprii trebuind să corespundă cerințelor veterinare și sanitare pentru întreținerea normală a cailor cu existența locurilor de adăpat, a locurilor adăpostite cu uluci, a locurilor pentru legatul cailor și a unui local pentru păstrarea furajelor.

b) După predarea-primirea provizorie a cailor, predătorul este obligat pe cont propriu, cu mijloace proprii, și pe răspunderea sa personală, să întrețină caii în punctul de primire-predare, să-i îngrijească și să-i conducă pe jos până la punctul de predare definitivă la granița sovieto-română cu însoțirea reprezentantului primitorului.

După a doua malmcinizare, caii nu pot fi reținuți mai mult de două zile.

c) Predarea-primirea cantitativă definitivă a cailor se efectuează la granița sovieto-română în punctele cerute din partea sovietică.

d) Caii sosiți din locul de cumpărare în punctul de predare trebuie să aibă căpeștre și traiste pentru grăunțe solide, în vederea întreținerii cailor în perioada examenului veterinar și a transportului lor viitor.

3. Pentru perioada cât va dura examenul sanitar și veterinar al cailor în punctele de predare, predătorul este obligat să aibă rezerve de furaj și grăunțe pregătite pe zece zile, având în vedere că furajul urmează să fie pregătit dinainte pe toată perioada livrării 1945, socotind 8 kg. fân și 3 kg. grăunțe pe 24 ore.

4. Caii după calitatea lor trebuie să aibă scheletul masiv, toracele larg și adânc, cu conformația robustă, cu umeri și pieptul bine dezvoltate, cu crupa musculoasă și puternică, cu vederea bună, cu șalele largi și drepte, cu picioarele solide, cu coatele huc și mișcările libere. Toate culorile. Starea de întreținere bună și nu mai puțin de satisfăcătoare. Armăsarii de reproducție trebuie să fie complet sănătoși, cu exteriorul deplin regulat și ireproșabil, în conformitate cu cerințele, cu caracterul de rasă bine pronunțate.

Vârsta de la 3—8 ani. Talia de la 150 cm. în sus. Starea de întreținere bună.

5. În caz de aplecare a carantinei la cai în punctul de predare, din cauza bolilor infecțioase, toate cheltuielile în legătură cu ținerea în carantină a cailor, cu îngrijirea și întreținerea lor, cad în sarcina predătorului.

### 3. MATERIAL LEMNOS

Denumirea	Unitatea de măsură	Total pe 6 ani	Prețul pentru 1 m <sup>3</sup> în dol.	Repertizarea livrărilor pe ani		
				Anul I	Anul II	Anii III—VI
Total .....	în mii \$	18.000	—	2.000	2.550	3.500
Total .....	metri <sup>3</sup>	1.967.483	—	249.735	299.735	*) 1.930,— 378.233,25
a) Chereștea rășinoasă .....	"	975.000	11	75.000	125.000	*) 298.233,25 200.000
b) Chereștea lap .....	"	209.983	14,15	24.735	24.735	*) 175.000 40.128,25
c) Lemn rotund de rășinoasă .....	"	782.500	5,5	150.000	150.000	133.125 *) 83.125

\*) Aceste cifre sunt numai pentru anul al IV-lea.

La livrarea după comenzile emise de Direcția livrărilor din România este posibilă o deviere a specificațiilor arătate în acele comenzi astfel ca prețurile medii sus arătate să fie deviate cu maximum 6%.

### 1. PREȚURI

Prețul franco stație sovietică de granița sovietică-română sau fob Constanța, Galați și Brăila în \$ pe metru cub:

#### a) Chereștea (Rășinoase)

Denumirea	Lungimea în metri	Grosimea în mm	Lățimea în cm	
			18—16 \$	17 și în sus \$
Tombant .....	4—6	—	13,60	16,00
Clasa a IV-a .....	4—6	—	11,20	14,00
Clasa a V-a .....	4—6	—	11,00	12,20
Morali .....	4—6	—	11,65	—
Tombant .....	3—3,5	—	11,30	14,80
Clasa IV—V .....	3—3,5	—	9,70	10,75
Scurtături .....	1,5—2,5	—	8,60	9,20
Rigle .....	3—6	—	11,65	—
" .....	1,5—2,5	—	9,00	—
Lățuri .....	4—6	—	11,80	—
" .....	3—3,5	—	9,60	—
" .....	1,5—2,5	—	6,75	—
" .....	1	—	6,10	—

## 7. UTILAJUL INDUSTRIAL

## A) UTILAJUL INDUSTRIAL DIN EXISTENT ȘI CEL NOU DIVERS

Denumirea utilajului	Unitatea de măsură	Totalul pe 6 ani	Preț unitar în dol. americani	Repartizarea livrărilor pe ani		
				Anul I	Anul II	Următorii 4 ani, anual
Utilaj industrial	dol. am.	7.070.489,5	—	3.062.227	1.601.652,5	601.652,5
Din care:						
1. Din existent (vezi anexa 2)		3.062.227	—	3.062.227	—	—
2. Utilaj nou industrial		4.008.262,5	—	—	1.601.652,5	601.652,5
Din care:						
1. Poduri rulante electrice capacitate de încărcare 5 tone complete cu electromotoarele și toată aparatura respectivă, cu cârlig și dispozitiv pentru greifer, cu un complet de piese de schimb și desene necesare...	{ bucăți dolari	125 512.725	4.101,8	—	25 102.545	25 102.545
2. La fel ca la punctul 1, însă capacitatea de încărcare 10 tone	{ bucăți dolari	125 620.537,5	4.964,3	—	25 124.107,5	25 124.107,5
3. Aparate de sudat complete, compuse din generator, reductor și truse de tăiat și sudat cu dispozitiv de tăiat pe circumferință cu 2 vârfuri de schimb și 8 becuri, mânere pentru becuri cu ventile de reglare și un complet de vârfuri de schimb, câte 2 bucăți la fiecare bec în cutii, fără furtun de cauciuc și manometre.	{ bucăți dolari	15.000 1.875.000	— 125	—	3.000 375.000	3.000 375.000
4. Utilaj diferit	dolari	1.000.000	—	—	1.000.000	—
Și anume:						
✓ a) Motoare cu petrol de un cilindru 25 HP, 220—250 ture pe minut	bucăți	100	—	—	100	—
✓ b) Pompe de transmisie cu piston a 350 m <sup>3</sup> /oră pentru păcură, presiune până la 10 atm. de 2 cilindri, acțiune dublă cu reductor pentru contact direct cu electromotorul		30	—	—	30	—
✓ c) Electromotoare așigurate contra exploziei cu tensiunea de 380/220 volți cu demaror pentru pompe de 350 m <sup>3</sup> /oră		30	—	—	30	—
✓ d) Pompe cu piston de aburi cu doi cilindri, cu acțiune dublă, producție 350 m <sup>3</sup> /oră presiunea până la 10 atm. cu aburi condensat la dublă expansiune. Presiunea inițială a aburului dela 6—10 atmosfere. Schema dispoziției cilindrilor de aburi, după schema «Compound»		20	—	—	20	—
✓ e) Pompe de transmisie cu piston a 150 m <sup>3</sup> /oră pentru păcură, presiune până la 10 atmosfere cu 2 cil., cu dublă acțiune, cu reductor pentru contactul direct cu electromotorul		30	—	—	30	—
✓ f) Pompe cu aburi cu pistoane, 2 cil., cu acțiune dublă, producție 150 m <sup>3</sup> /oră, presiune până la 10 atmosfere pentru lucru cu aburi condensat la dublă expansiune, presiune inițială dela 6—10 atmosfere. Schema dispoziției cilindrilor de aburi după schema «Compound»		20	—	—	20	—
✓ g) Pompe transmisie cu pistoane cu un cilindru acțiune dublă, 50 m <sup>3</sup> /oră, pentru păcură, cu presiune până la 7—10 atmosfere, cu schimbător pentru curea dela transmisie și cu completul de mișcare de legătură cu electromotorul		50	—	—	50	—
✓ h) Cazane de aburi verticale, 25 mp., 12 atmosfere, cu armătură, garnitură și agregatele de alimentare		30	—	—	30	—
✓ i) Cazane de aburi, presiune până la 10 atmosfere, producție 180 mp., cu armătură, garnitură și agregate de alimentare		10	—	—	10	—
✓ j) Armătură de aburi diferite dimensiuni		2.000	—	—	2.000	—
✓ k) Pompe de mână «Alver» a 2,5"		1.000	—	—	1.000	—
✓ l) Supape de respirație pentru rezervoare		500	—	—	500	—

OBSERVAȚIUNI: 1. Prețul pe bucată la poduri rulante electrice este indicat pentru deschiderea condiționată de 10 m. Deschiderea și prețul pentru fiecare macara, depinzând de deschidere și deci de greutatea fermei podului, se precizează în fiecare an.

2. Valoarea utilajului diferit enumerat în punctul 4 în sumă de un milion dolari este indicată pentru orientare, urmând a fi precizată în decurs a două luni din ziua semnării prezentei Convenții.

Tot utilajul nou inclusiv și petrolifer enumerat în partea B, se efectuează conform condițiilor tehnice convenite între părți.

## 7. UTILAJUL INDUSTRIAL.

(din existent)

Denumirea utilajului	Valoarea în dol. americani	Termenul livrării	Observații
1	2	3	4
1. Laminorul «Stiefel» pt. laminat fevi de la ✓ <u>cară 1514</u> fabricat de firma «Schloemann», împreună cu tot utilajul auxiliar conf. specificațiilor brătate	2.460.000	1 Martie 1945	Se exclude presa hidrolică T-33 și cântarul T-36 în valoare totală de cea 20.000 dolari, care trebuie făcute din nou în schimbul celor luate la uzină, și livrate până la 1.VIII.1945. Valoarea utilajului indicat este inclusă în valoarea totală a laminorului de 2 milioane 4 sute 6 zeci mii dolari americani.
2. 8.329 tone țagăle cu diametrul de la 145—250 mm. ✓ afectate pt. laminare pe laminorul susârdat «Stiefel» în preț de 63 \$ pe tonă	524.727	1 Martie 1945	În cazul întrebuirii unei părți de către uzina «Malaxa» a unora din profiluri de țagăle cu diametrul de la 145—250 mm., aceste profile trebuie înlocuite în cadrul celor 8.329 tone profiluri de țagăle cu diametrul mai mic.
3. Turbogeneratorul (nou) al firmei «Brown-Boveri» de 2.750 kw., presiunea aburului 24 atm., tempera- tura aburului 400°, curent alternativ 525 volți, împreună cu toate instalațiile auxiliare	62.508	1 Aprilie 1945	Turbogeneratorul cu aburi se predă în stare de funcțiune, complet, inclusiv condensatorul, pom- pele, tabloul de distribuție și alte instalații auxi- liare cu toate planurile de montaj și instrucțiuni
4. Patru mașini sistem «Fourcault» fabricate de firma «Tenbec» pt. fabricarea geamurilor cu grosimea de la 2—3 mm. Din care: Trei mașini de la fabrica din Ploiești, din care 2 mașini au lă- țimea benzii de lucru 130 cm. și una de 200 cm., uzura fiecărei mașini nu trece de 15%. O mașină de la fabrica «Sečenj» cu lățimea benzii de lucru 140 cm., uzura nedeșăind 25%	15.000	1 Mai 1945	Mașinile se predau în stare de lucru, complet, cu toate electromotoarele, cu platforme de lucru împreună cu planurile de montaj. În caz dacă la primire la verificarea amănunțită, vor avea uzură mai mare decât cea stabilită, atunci ele urmează a fi reevaluate sau schimbate cu alte mașini care vor avea uzură mai mică.
Total	3.062.227		

## ANEXĂ LA PUNCTUL 7 • INSTALAȚIUNI INDUSTRIALE •

## 1. CARACTERISTICELE GENERALE ALE LAMINORULUI STIEFEL PENTRU TEVI ȘI ALE INSTALAȚIUNILOR ANEXE AJUTĂTOARE ACESTUIA

1. Laminorul Stiefel pentru tevi fabricat «Schloemann» pentru tras tevi de la 5 țoli până la 14", se compune din:
  1. 2 laminoare perforatoare cu 2 reductoare de viteză dințate principale de antrenare, care se închid pneumatic prin curease, și cu un complex de instalațiuni pentru schimbare de sens.
  2. Tren de role între cuplor și laminorul perforator Nr. 2 împreună cu un grătar înclinat, o platformă de dirijare și cu instalațiunile pneumatice aferente.
  3. Laminorul automat Duo, cu un reductor de viteză dințat principal, cu roțile de angrenare, cu cutia de viteză, și cu un tren de role, cu o instalație de aprire, cu grătarele înclinate respective, cu o platformă de dirijare și cu aparatele de conducere.
  4. 2 laminoare netezitoare cu 2 reductoare de viteză dințate, cu trenurile de role respective, platformele de dirijare și aparatele pneumatice.
  5. Un laminor calibror cu 3 trepte, cu un reductor de viteză dințat principal, un tren de role staționar cu un tren de role echilibrat, cu grătarele respective și un complex de schimbătoare de sens.
  6. Pat de răcire cu 8 șleperi și stelaje.
  7. Mașină de îndreptat tevi tip Abramson, cu role și cu mese de trecere.
  8. Presă hidraulică de centrat blocuri, conform specificației Nr. 1, pozițiile 13 și 14.
  9. Strung pentru valțuri, strunguri și cântare pentru cântăreala fabricatelor, conform specificației Nr. 1, pozițiile 19, 20, 18 și 17.
  10. Presă de îndreptat, mașini de retezat, mașini de tăiat și ghivertat mufe, conform specificației Nr. 1, pozițiile 21, 22, 25, 26, 23, 27, 34, 35 și 39.
  11. Presă hidraulică de probat tevi, conform specificației Nr. 1, poziția 30.
  12. Cântar pentru cântărit tevi, conform specificației Nr. 1, poziția 31.
  13. Pompă de înaltă presiune, 115 atm., conform specificației Nr. 1, poziția 36.
  14. Fierăstraie pentru tăiat tevi pentru mufe, strunguri pentru filetat mufe, și mașini pentru încercat probe, conform specificației Nr. 1, pozițiile 32, 33 și 28.
  15. Presă hidraulică pentru relobat tevi, conform specificației Nr. 1, poziția 24.
  16. Mașini electrice pentru alimentarea cu curent continuu, conform specificației Nr. 1, pozițiile 37 și 38.
  17. Atelier mecanic conform specificației Nr. 2.
  18. Toate valțurile de lucru existente ale laminorului mare de 16" Stiefel pentru: laminoarele de perforat, pentru Duo, pentru calibror; dăpuri de valțuit pentru perforator, Duo și netezitoare; dorostange pentru perforatoare, Duo și netezitoare și scule de măsurat și controlat talibror, șablonuri de ghivert, cutite, etc., în greutate totală până la 900 tone.

Instalația indicată mai sus și laminoarele se predau complet în ceea ce privește partea mecanică și electrică (motoare, aparatura de comandă și de măsurat, etc.), cu tot complexul de scule existente și piesele de rezervă pentru laminorul Stiefel de 16", de asemenea cu toate desenele existente referitoare la ele și cu desenele ce se vor ridica după natură în fabrica Malaxa care ar permite efectuarea lucrărilor de construcție și montaj.

Totodată se vor preda toate desenele existente pentru instalațiuni primite de la firmele furnizoare, iar pentru instalațiunile executate în uzinele proprii se va preda tot complexul de desene de execuție.

## II SPECIFICAȚIA Nr. 1

Laminorul de țevi Stiefel pentru trase țevi de la 5" până la 14" cu instalațiile lui auxiliare

Nr. crt.	Denumirea	Cantitatea	Indicativ pe planul atelierului
1	Laminor perforator Nr. 1 și 2 cu instalația pentru introducerea țeglelor și ghidaj de introducere, cu suport pentru saleturile de lucru de 965 mm. Ø, cu electromotoare de 2650 kw, acționând prin angrenaje reductoare, cu motoarele auxiliare și toată aparatura de comandă pentru electromotoare și cilindrii pneumatice	2 rom.	
2	Tren de role pentru conducerea țeglelor de la laminorul perforator Nr. 1 la laminorul perforator Nr. 2, cu valțuri și roți dințate conice, cu 3 reductoare de viteză, cu grătare pentru trecerea țeglelor către laminorul perforator și laminorul Duo automat, complet cu electromotoare și aparatura de comandă		
3	Cu tren de role intermediar pentru trecerea țeglelor de la trenul de role poziția 2 la laminorul Duo automat, acționat prin role mișcate de electromotoare, cu aparatura de comandă		
4	Laminor automat Duo cu masă mobilă de lucru și masă stabilă pentru întărirea suportului, cu valțuri de lucru de 900 mm. Ø, acționate de electromotoare de 1325 kw, prin angrenaje reductoare, complet cu electromot. auxiliare și aparatura de comandă pentru electromotoare și cilindrii pneumatice		
5	Laminor netezitor cu tren de role și masă de lucru pentru introducerea tuburilor, cu paliere de sprijin pentru arbore, cu valțuri de lucru de 800 mm. Ø, cu electromotoare de curent continuu de 450/900 kw, acționând prin angrenaje reductoare, cu aparatura de comandă pentru electromotoare și cilindrii pneumatice	2	
6	Tren de role pentru transportul tuburilor brute de la laminorul netezitor la laminorul calibror, cu role acționate individual prin electromotoare, cu aparatura respectivă	1	
7	Laminor calibror cu 3 trepte, cu valțuri de introducere de 650 mm. Ø, cu play orizontal de lucru și role de 600 mm. Ø, acționate de electromotoare de 300 kw, prin angrenaje conice și cilindrice cu toată aparatura	1	
8	Tren de role pentru transportul țevilor de la laminorul calibror la masa de răcire, cu electromotoare individuale, cu toată aparatura de comandă pentru electromotoare și cilindrii pneumatice	1	
9	Masă de răcire cu șleperi pentru țevi, complete, cu diști și masă, cu electromotoare acționând prin angrenaje reductoare	2	
10	Tren de role pentru transportul țevilor de la laminorul de îndreptare tip Abramson, cu role de introducere, complet cu electromotoare și aparatura necesară de comandă	1	
11	Cântar combinat cu trenul de role de la poziția 10, pentru cântărirea țevilor, capacitate până la 2 tone	1	T. 210
12	Mașină pentru îndreptarea țevilor tip Abramson, fabricat Mexco, cu dispozitiv pentru introducerea și scutirea țevilor fabricat Malasa, complet cu aparatura de comandă	1	T. 203
13	Presă hidrolică pentru o capacitate de 500 tone, fabricată «Hidraulik» pentru spate blocuri, completă, cu tren de role, ghidaj, acumulator și aparatura de comandă pentru electromotoare și cilindrii hidraulici și pneumatice	1	T. 208
14	Mașină de control completă cu electromotoare	2	T. 206 207
15	Role de fricțiune, reductoare complete, cu electromotoare și aparatura de pornire	1	
16	Huștele de control cu trenul de role de aducere, după mașina de îndreptat tip Abramson, conform planului general al fabricii laminorului de țevi.		
17	Cântare pentru țeglele de țevi, pentru 20 și respectiv 10 tone	2	T. 205 - 209

Nr. crt.	Denumirea	Cantitatea	Indicativ pe planul atelierului
1	2	3	4
18	Strunguri pentru cojit țiglele, 250 mm. înălțimea chernerelor, 2.000 mm. distanța între chernere	2	CMC 424-372
19	Strung pentru calibrarea valțurilor de lucru, 600 mm. înălțimea chernerelor, 5500 mm. distanța între chernere, fabricat Soeat	1	T. 151
20	Strung pentru calibrarea valțurilor laminorului calibror, 250 mm. înălțimea chernerelor, 2500 mm. distanța între chernere	2	T. 167-111
21	Presă excentrică pentru îndreptat țevi până la 14" Ø, fabricat Malaxa	1	T. 204
22	Mașini de retezat până la 14", fabricat Malaxa, cu tren de role, dispozitiv de ghidaj și de alimentare	2	T. 201-202
23	Idem	2	T. 205 a. 206 a.
24	Presă hidraulică verticală pentru presarea capetelor de țevi, capacitate 300 tone la o presiune de 110 atm., fabricat «Hidraulik», completă, cu aparatul auxiliar	1	T. 160
25	Strung automat de ghiventare pentru țevi până la 8" Ø, fabricat Froriep	2	T. 84-85
26	Strung pentru filetat țevi până la 14", fabricat Wirth	2	T. 57-58
27	Strung de filetat țevi până la 8" Ø, fabricat Wirth (automat)	2	T. 80-81
28	Mașină de presat capetele la țevi	2	T. 41-42
29	Mașină pentru înșurubat mufele la țevi până la 14" Ø, fabricat Skulford	1	T. 40
30	Presă hidraulică pentru probat țevi cu multiplicator pentru țevi până la 350 mm. Ø, cu o presiune de 120 atm., fabricație «Hidraulik», cu rastele și acumulatori	1	T. 34
31	Cântar pentru țevi, capacitatea 1,6 tone	1	T. 37
32	Fierăstrău pentru tăiat țevi la mufe până la 35 mm. Ø, fabricat Ohler	2	T. 6-7
33	Strung pentru ajustarea mufelor pentru burlane de foraj tip revolver, fabricat Böhringer	2	T. 28-29
34	Strung pentru ghiventat mufe până la 8", fabricat Wirth	2	T. 13-14
35	Idem până la 14"	2	T. 15-16
36	Pompă de înaltă presiune cu acumulator, 115 atm. 315 litri pe minut, fabricat «Hidraulik»	1	T. 279
37	Redresor cu mercur Nr. 418.300, 780 kw., 450 volți, 1.700 A., cu toată aparatul de pornire, utilajul și conductele	1	
38	Grup convertizor alcătuit din motor și generator: Nr. 4.497.550, 380 V., 120 A., 65 kw., 970 ture pe minut; Nr. 4.489.282, 230 V., 240 A., 55 kw., 970 ture pe minut; pe placă comună de bază, cu tot aparatul de pornire, utilajul și conductele	1	
39	Afară de acestea: Presă hidraulică cu cântarul respectiv Această presă cu cântarul ei a fost fabricată din nou de fabrica Malaxa în locul presii T. 33 și a cântarului T. 36	1	

## III. SPECIFICAȚIA Nr. 2

a mașinilor-unelte din atelierul de reparații a fabricii de laminat țevi

Nr. crt.	Cant.	Nr. de inventar	Denumirea	Caracteristici	
				Inălț. chern.	Distanța între chern.
1	2	3	4	5	6
1	1	CM. 43	Strung pentru filetat	380	1.600
2	1	CM.51	Strung pentru filetat	300	2.000
3	1	CMC.84	Strung pentru filetat	250	1.600
4	1	CM.153	Strung pentru filetat	220	1.000
5	1	CM.154	Strung pentru filetat	200	1.600
6	1	CMC.161	Strung pentru filetat	350	1.700
7	1	T.166	Strung pentru filetat	400	1.000
8	1	CST.422	Strung pentru filetat	400	10.000
9	1	CST.426	Strung pentru filetat	460	4.500
10	1	CST.301	Strung pentru filetat	420	1.500
11	1	CMC.85	Strung pentru filetat	250	1.500
12	1	CMC.341	Strung pentru filetat	220	700
13	1	CMC.99	Strung pentru filetat	240	2.000
14	1	CM.158	Strung pentru filetat	240	1.200
15	1	CMC.111	Strung pentru filetat	350	1.500
16	1	CM.160	Strung pentru filetat	220	2.000
17	1	CMC.15	Strung pentru filetat	250	2.500
18	1	CM.212	Mașină de mortezat 370 Ø şaibă	650	—
19	1	AR.6	Mașină de mortezat 300 Ø şaibă	600	—
20	1	CC.78	Mașină de găurit radială Raboma 50 Ø gaură	—	850
21	1	CG.81	Idem	—	1.000
22	1	CF.548	Freză verticală 800 Ø masă	—	600
23	1	CMC.197	Idem	—	600
24	1	CMC.182	Mașină verticală de îndreptat batiul 1200 × 1200 × 800	—	—
25	1	CR.21	Raboteuză transversală cursa 530 mm	—	—
26	1	T-165	Raboteuză longitudinală cursa 2000 mm. lărgimea mesei 800 mm.	—	—
27	1	T-163	Strung carusel, 750 mm Ø disc	—	—
28	1		Polizor	—	—

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TRANSLATION FROM THE ORIGINAL ROUMANIAN

State of New York }  
County of New York } SS:

NICOLAE RADESCU, being duly sworn, deposes and states:

I am domiciled at present at 164 East 72nd Street, New York.

After the armistice with Roumania, on December 6th 1944, I was nominated Prime Minister by His Majesty King Michael the 1st of Roumania, in conformity with our constitutional practices, and formed a broad, coalition government.

On the 28th of February 1945 as a result of an ultimatum presented to His Majesty King Michael the 1st, by the Soviet Envoy A. Vishinsky, I was obliged to resign, Vishinsky imposing on the country and King a pro-communist government under G. Groza.

Because of the communist-dominated government, my personal security in Roumania was continuously threatened. I left the country and lately came to the United States of America.

I know that Mr. N. Malaxa, the foremost industrialist of my country, has organized an important group of metallurgical works in Roumania. The rapidly growing importance of his industries put him in conflict with the German economic interests which at that time made all their efforts to acquire absolute domination of the Danubian States.

This conflict reached its final climax after the installation in Roumania of the pro-German Antonescu Government and after the entry of German troops into the country. At that time the Antonescu Government confiscated all the works of Mr. N. Malaxa, arrested him and put him in jail so as to overcome the resistance, which he had opposed to the German economic domination.

After the entry of the Soviet troops into Roumania, the Soviets, in violation of the armistice agreement selected the works belonging to Mr. N. Malaxa (which had been restored to him by Royal Decree) as an object of reparation of war by taking over on account of such reparations machines and equipment of great value of one of his works. In spite of the opposition to that measure by me as Prime Minister, and by others, a part of said factory was dismantled and shipped to Russia.

On that occasion, I had an opportunity to become convinced of the clear position taken by Mr. N. Malaxa for the defense of our economic system.

In the difficult period which followed, under the continuous and growing pressure of the Russians, other circumstances and other deeds of Mr. N. Malaxa have strengthened my conviction concerning his anti-communist attitude. I would like in particular to stress one conclusive fact, which I have reported to General Schuyler already in Bucharest, namely, that Mr. N. Malaxa put himself at my disposal, before and also after my dismissal from the government to help me to counteract the

growing communist domination in Roumania.

I am sure the time will come when the facts which prove this attitude could be known in detail. If all this has for the moment to be kept confidential, it is only because Mr. Malaxa still has his wife and son in Roumania and he would not like to endanger their lives, especially as he has not lost the hope of being able to get them out soon, in some way.

Given the above facts and knowing the present situation in Roumania, I consider that the return of Mr. Malaxa to Roumania would endanger his personal security.

But above all, his stay in this country is from our point of view of the utmost importance for the Roumanian cause.

Personally I am ready to guarantee to the U. S. Government that Mr. Malaxa will be a good and hard-working resident and will never try to do anything harmful to this country.-

*N. Ravey*

*Sworn to before me  
This 18<sup>th</sup> day of March  
1948.*

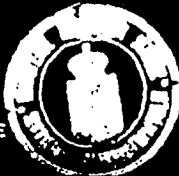
NICOLAE RADESCU.

*Henry W. Langford*

HENRY W. LANGFORD  
NOTARY PUBLIC, State of New York  
Rear Office No. 12-114  
Elms Co. Bldg. 120-114  
N.Y. Co. 120-114  
Comm. Exp. 12-31-50, 1948

Exh. 3042

ROMANIA



Translation from the Roumanian

MINISTERUL AFACERILOR STRAINE

SERVICIUL INTERPRETELOR

Nr. \_\_\_\_\_

EXTRACT

from the Official Gazette No. 94 pt. 1, page 3373, column 2 and pages 3374, 3375 and 3376 columns 1 and 2.-

MINISTRY OF INDUSTRY AND COMMERCE

The following transaction and act of compromise are integral part of the Law No. 282 of 1945 inserted in the Official Gazette No. 86 pt. 1 of April 13th, 1945.-

Transaction

on the conditions of taking over "N. Malaxa" Factories by the "N. Malaxa" Companies intervened between the Roumanian State, on one hand, and the "N. Malaxa" Companies, on the other.-

Considering the Decree Law No. 669 of October 9th, 1943 annulling the Decree Law No. 370 of February 19th, 1941, which acknowledged certain rights to the "N. Malaxa" Companies and considering that misunderstandings in the carrying out of this Decree Law arose, it was decided, - with the object that the realization of these rights be made without delay in the interest of national economy - to conclude

Between the Roumanian State, through the Ministry of Public Works and Communications, the Ministry of Industry and Commerce by representatives legally authorized by Decree Law No. 282 of 1945 and by Journal of the Council of Ministers No. 586 of 1945, and the State's Company "Hogifer" by its legal representatives, with head Offices at Bucharest as holder in fact of the goods which are to be returned and with which the present transaction deals, on one hand, and

The Companies "N. Malaxa" S.A.R., "N. Malaxa Pipe and Steel Works" S.A.R. and "N. Malaxa Tohanul Vechi Factory" with head Offices at Bucharest, hereafter briefly called "The Companies N. Malaxa", represented by Mr. Nicolae Malaxa, on the other hand, - a transaction in the following conditions:

Art. 1.- The Companies "N. Malaxa" renounce the rights conferred on them by art. 3 of Decree Law No. 669 of October 9th, 1943.

Art. 2.- The Roumanian State renounces to dispositions of art. 1 of the Decree Law No. 669 of October 9th, 1943.

The Roumanian State acknowledges that "N. Malaxa" Factories of Bucharest, Balta Titan as well as the Factories of Tohanul Vechi, with the entire inventory existing on October 1st, 1941, together with the additions and the improvements realized, are and remain the property of the "N. Malaxa" Companies, namely to the Companies "N. Malaxa" S.A.R., "N. Malaxa Pipe and Steel Works" S.A.R. and "N. Malaxa Tohanul Vechi Factory" S.A.R.



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Art. 5.- as beginning with April 22nd 1945, the possession and the exploitation of the " N. Malaxa " factories of Bucharest, Mita Titan, as well as " Tohamul Vecchi factories " will pass from the State, - which was exercising these rights through its company " Rogifer " , - into that of the " N. Malaxa " Companies.

Authorized delegates representing the State and the State's Company " Rogifer " will hand over to the delegates of the " N. Malaxa " Companies the factories with the entire inventory taken over by the State and with all the additions and the improvements carried out since, on the basis of the inventories drawn up on October 1st, 1941.-

As a counter value to the 14" rolling mill and other machines in the pipe factory which the State handed over to the Soviet High Command in part payment of its war damages, the Romanian State acknowledges the debt and lays at the disposal of the " N. Malaxa " pipe and steel works S.A.S. Company, the sum of 2,000,000 dollars effectively and free of all present or future restrictions, namely the sum in dollars which the State has deducted from the war damages due to the same by handing over the rolling mill and the machines.

The entire stock of materials and raw materials appertaining to the State's Company " Rogifer " is taken over by selection by the " N. Malaxa " Companies in the following conditions :

a) The " N. Malaxa " Companies take over by selection the total value of the raw and management materials, taken by the State's Company " Rogifer " on October 1st, 1941 :

raw materials amounting to a value of Lei 996,091.257

management, farm materials and means of transport to a value of lei 131,417.994.-

Total lei 1,127,509,251.-

The price will be the price of cost on record.

If the management and farm materials and of means of transport will not attain the sum of lei 131,417,994.- the difference shall be made up by taking over raw materials from other categories at the selection of the " N. Malaxa " Companies.

b) the rest of raw and management materials are also taken over by selection by the " N. Malaxa " Companies, at the official price or at the maximum price established and in existence on the time of the present transaction ;

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c) Raw and management materials rejected and not taken over by the "N. Malaxa" Companies remain at the disposal of the State's Company "Rogifer", which will liquidate same as it shall think fit ;

d) semi-manufactured goods are taken over by the "N. Malaxa" Companies at net cost if these are destined and to be used for orders, which will be accepted by the "N. Malaxa" Companies and the execution of which will be carried on as such by said Companies.

Under these conditions semi-manufactured goods amounting to Lei 668,826,442.- at least, will be taken over.

Semi-manufactured goods which will be rejected and will not be taken over by the "N. Malaxa" Companies remain by right to the State's Company "Rogifer" which will alone liquidate them ;

e) Manufactured goods, ready for delivery, remain the exclusive property of the State's Company "Rogifer" to realize them ; into the property of the same company remain also the goods ready for reception, for which the State's company "Rogifer" shall pay up reception and expedition expenses.

Art. 5.- The taking-over price both, for raw and management materials as well as for semi-manufactured goods established as stated above shall be paid as follows :

a) The sums owed by the "N. Malaxa" Companies for raw and semi-manufactured materials taken over at prices established in accordance with stipulations set out in art. 4 above, shall be paid up successively, without any interest and as far as they shall be used up, namely within 30 days from the date of cashing-in of the invoices by the "N. Malaxa" Companies for manufactured goods delivered. - One year after entering the factory, the "N. Malaxa" Companies shall pay, for the sums not paid up and representing materials not used up, the interest charged by the "C.A.S.A." until these shall be completely used up. These shall have to be paid up, independently of their being used up or not, in an interval of 2 years at the utmost from the date of the present transaction ;

b) Management and farm materials and means of transportation follow the same course as the raw materials from art. 4, letter a, but these shall have to be paid up within 30 days from taking over at the cost price on record ;

c) As in the price of semi-manufactured goods taken over, the profit of 8 per cent. due to the State's Company "Rogifer" is included, these semi-manufactured goods shall enter in the calculation of the price of finished goods, in which they have been included for State orders, without the 8 per cent. pro-

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fit mentioned above.

d) For raw and semi-manufactured materials taken over by the "M. Malaxa" Companies, the State's Company "Rogifer" shall have the privilege of the seller, respectively the right of industrial pladge over delivered goods.

Art. 6.- Implements, verifiers, counter-verifiers, control-apparatuses, etc. mentioned in the handing over inventory of October 1st, 1941, shall be returned to the "M. Malaxa" Companies, taking into account the percentage value of the objects established in the handing over inventory as compared with their prices on record at the date of restoration.

Differences as to quantities and as to utility coefficients shall be compensated in the following manner :

Losses in quantity shall be replaced by similar implements of equal value.

Differences in utility coefficients shall be added up and the equivalent in new or used implements shall be found.

In the event when some of the plus or minus differences could not be liquidated by the equivalent of similar implements existing in the patrimony of the State's company "Rogifer", these shall be estimated in lei on the basis of prices on record.

The surplus stock of implements - after the restoration will be carried out according to above stipulations, - shall remain by right the property of the State's Company "Rogifer", which may trade with same, granting the right of preference to the "M. Malaxa" Companies under the conditions stipulated for raw materials.

Art. 7.- Dispositives, models and semi-manufactured goods carried out for Tank-fighter and Tractor T. orders, which have been definitely stopped, shall be free to trade with by the State's Company "Rogifer", giving preference to the "M. Malaxa" Companies for equal terms and conditions.

Art. 8.- Orders for materials, machines, apparatuses, etc. within the country or abroad, made by the State's Company "Rogifer" shall be taken over by selecting, by the "M. Malaxa" Companies, at actual cost price, refunding payments or payments on account in proportion as such orders shall arrive and in an interval of one year since the date of the present transaction.

Machines and goods arriving after such an interval shall remain the property of the State's Company "Rogifer"

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which may also change over or liquidate some of the orders abroad if such operations shall be considered useful by said Company.-

Art.9.- Although the "M.Malaxa" Companies are not in any way the successors of the State's Company "Rogifer", nevertheless, it has been agreed that the "M.Malaxa" Companies shall, in duty bound, take over all the employees and all the workmen of the Bucharest and the Viharul Vechi factories, who shall then be treated according to laws in force.

The State's Company "Rogifer" shall retain the personnel necessary to that Company.

The "M.Malaxa" Companies shall retain from the workmen and employees taken over, their debts towards the State's Company "Rogifer", resulting from drawing of money on account, from supplies, etc., and such retentions shall be paid monthly to the State's Company "Rogifer", in proportion to the sum collected.

Art.10.- The "M.Malaxa" Companies, renouncing the right due to them by virtue of Law No.689 of October 9th, 1945 of exploiting together with the State, through the intermediary of an exploitation concern, the Munedoara factories, so as to insure the running of the "M.Malaxa" factories, and with a view of getting the raw materials necessary for the activity of these factories, a preference contract for furnishing raw materials was concluded to-day between the "M.Malaxa" Companies and the "Munedoara" factories, for a duration of 5 years, for 50 per cent of the production of semi-manufactured steel materials - at least 21,000 tons per annum - of the "Munedoara" factories, at current price. The State guaranteeing the carrying out of the present convention.

For the duration of the war, within the plan of war production which also includes the "M.Malaxa" factories, the State may not reduce this quota by more than one fifth, and only in the case when this kind of production of home factories would not be sufficient for the program of war production.

In any case, if the monthly requirements would not have been possible to fulfill, these requirements shall have to be fulfilled in the following three months, either from the "Munedoara" factories production, or from the production of other similar factories.

Further, during this time, the State will secure



## ISTERUL AFACERILOR STRAINE

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art. 11. - "Malaxa" Factories I. for the production plan, to use of the necessary raw materials which do not form part of the "Hunedoara" Factories production.

After such an interval, and in the case when the raw materials necessary for the running of the "N. Malaxa" Factories could not be found in sufficient quantities at home, the State shall authorize the "N. Malaxa" Factories to procure same abroad by import in the most favourable conditions permitted to others, by observing the laws of public order which regulate general trade relations with foreign countries

art. 11. - a) The State should conclude a new contract for the rest of the munitions to be carried out by the State's company "Rogifer" and which is reckoned at present at the sum of 2 1/2 billion lei ( 2,500,000,000.-)

Old contracts, now completed by the State's Company "Rogifer" shall be annulled on the date of the present transaction.

b) The Autonomous Institutions C.F.R. (Romanian Railways) shall conclude a new contract with the "N. Malaxa" Factories for the order of 50 new railway engines in course of execution at the State's Company "Rogifer", the State's Company "Rogifer" order becoming void on the date of the present transaction.

The present contract is estimated to-day at approximately 3,200,000,000 lei;

c) For the new orders of C.F.R. and S.F.B. repairs, amounting to approx. 5,000,000,000.- lei, which were begun at the end of February 1944, without yet concluding the contracts, the "N. Malaxa" Companies shall refund the expenses incurred by the State's Company "Rogifer", and approved by the C.F.R. and S.F.B. and shall conclude directly the mentioned contracts;

d) In order to ensure the activity of the factories, the State shall allot orders to the "N. Malaxa" Factories, either orders for the fulfillment of armistice conditions, or for its own needs.

art. 12. - Private orders in course of execution shall be carried out by the "N. Malaxa" Companies, at the request of the State's Company "Rogifer", after the latter shall pay to the "N. Malaxa" Companies the respective payments on account.

art. 13. - The orders shall be paid in accordance with the usual procedure in such cases for all heavy metalur-



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GENERAL AFFAIRS DEPARTMENT  
SERVICIUL INTERNAȚIONAL



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gical industries at home and which to-day, for payments on account, - which shall be paid both for orders specified in art. 11, letters a, b, and c, as well as for those specified in art. 11, letter d -, are :

For orders intended for the U. S. S. R., 30 to 50 per cent payment on account, and for the Roumanian Army and the C. F. R. Institution, 20 to 40 per cent payment on account, by contracts within the above limits, the payment on account shall be established from case to case, by agreement.

Art. 14. - The " N. Malaxa " Companies renounce to the obligation undertaken by the State by Law No. 669 of 9th October 1943, to ensure the entire financing of the " N. Malaxa " Factories.

For carrying out the obligatory plan of work shown above the State concurs with the C. A. F. A. Institution, - and in the event when the latter institution be abolished, with its successor, and in case when said institution would not be replaced by a similar institution, with some other important financial institution -, for the benefit of the " N. Malaxa " Companies, a credit for running cash amounting to 4,000,000,000, - lei exclusively for the functioning of the factories. The credit shall be increased in proportion with the increase of all the component elements of the net cost of manufactured products ( raw materials, materials, salaries, taxes, etc. )

This credit shall be guaranteed by first grade mortgage on the railway engines factories which belong to the " N. Malaxa " S. A. R. Company ensuring said credit over a period of three years, refunding to begin at the expiration of this period by annuities in an interval of another two years.

Promissory notes for running cash shall also be given for discounting again with the National Bank of Roumania.

Both, the mortgage document as well as running cash promissory notes shall be free of stamp tax, in accordance with the C. A. F. A. Institution law.

Art. 15. - In the course of five years from the payment of the present transaction each of the " N. Malaxa " Companies may present a letter of guarantee from one of the other " N. Malaxa " Companies, - instead of the guarantees specified in ordinances and conditions for sales to the State, Autonomous Institutions, General Managements, both for the carrying out of contracts as well as for obtaining payments on account.

Art. 16. - The guarantees contained in various letters of guarantee given by the " N. Malaxa " Companies to the

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STERUL AFACERILOR STRAINE

SERVICIUL INTERPRETOR



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Nr. ....

Ministry of War Production for the execution by the "Astra" and "Resitza" Companies of some contracts of the latter with the Ministry of War Production, expire as a result of the present transaction.

Art.17.- The State's rights for investments, repairs as a result of air-raids, displacement expenses, as well as the rights of the "N. Malaxa" Companies for amortisation and for being prevented from using the factories since these have been taken out of their possession up to the date of re-entering into possession, are reciprocally acknowledged, and they will have to be established and estimated by equity by the Committee created on the basis of art.24 of the present transaction.

In the event when, following the compensation of the sums to be established, a balance in the State's favour would result, the "N. Malaxa" Factories shall pay up these sums to the State's Company "Rogifer", by compensation, with half of the amortisation rates included in the values of the orders given for execution by the State to the "N. Malaxa" Companies.-

Art.18.- The State undertakes to obtain the agreement of all the State's Company "Rogifer" creditors concerning the manner of liquidating the raw materials and semi-manufactured goods mentioned above and which form the above provisions.

Art.19.- For a definite settling of relations between the "N. Malaxa" Companies, the State's Company "Rogifer", the National Bank of Roumania and the State it is agreed to make the following compensations with the payment of respective differences :

A.- The "N. Malaxa" Companies are the owners of the treasury bonds issued by the Ministry of Army Amovment, Capital and interest given to the "N. Malaxa" Companies for the execution of the contracts agreed upon and partially carried out up to 1st October 1941, amounting to 1,208,927,410.- lei, rate of exchange of 10th, October 1944.

These treasury bonds are pledged by the "N. Malaxa" Companies with the B.N.R. for guaranteeing the debt of lei 1,150,613,000.- rate of exchange of 10th, October 1944.

The State takes over the above mentioned debt of lei 1,150,613,000.- in exchange for treasury bonds amounting to lei 1,208,927,410.- paying the difference to the "N. Malaxa" Companies, within 15 days from the date of the present trans-

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## STERUL AFACERILOR STRAINE

SERVICIUL INTERPREȚILOR

- 9 -



Nr. ....

action, undertaking to obtain the agreement of the S.A.S. and to fulfil all necessary formalities for carrying out this operation.

B.- The " N. Malaxa " Companies owe to the Ministry of Army Endowment the sum of Lei 947,000,000.- from the non-execution of contracts cancelled in October 1941, and, in their turn, they have to receive from the State's Company " Rogifer " for raw materials and semi-manufactured goods taken over and not yet paid up, the sum of Lei 1,200,000,000.-

The " N. Malaxa " Companies delegate to the State the payment due to them from the State's Company " Rogifer ", so as to cover their debt to the Ministry of Army Endowment, and the State's Company " Rogifer " accepts this delegation and considers itself in debt to the State for the sum of lei 947,000,000,000.- The difference due to the " N. Malaxa " Companies is to be paid in cash or goods, at the selection of the latter.

Art. 20.- The " N. Malaxa " Companies shall render all assistance gratuitously to the State's Company " Rogifer ", in the necessary work for liquidating the State's Company " Rogifer ", having at the same time the custody of materials not taken over and left to the latter.

In exchange, the State's Company " Rogifer " shall lay at the disposal of the " N. Malaxa " Companies, without payment, part of the building rented in Sălea Victoriei, No. 139, in order to preserve the unity of management absolutely necessary in the work of liquidation and continuity in the exploitation of the Factories.

Art. 21.- The shares of the " N. Malaxa " Companies, together with all rights acquired in the mean time, have become the shareholders' patrimony on the date of 17th, February 1941 and were nominalised in accordance with art. 4 para 2 of law No. 669 of 9th, October 1943; in accordance with the same text there have re-entered the patrimony of the " N. Malaxa " Companies all the latter's participations (shares in various Companies) free of all charges and, with any rights resulting from the ownership of said shares, from February 13th, 1941 to the present.

All the foreign currency which the " N. Malaxa " Companies are holding at present abroad, and registered in the balance sheets of 1941 to 1943, remain at the free and effective disposal of the " N. Malaxa " Companies, which companies may dispose of same either in accordance with authorisation granted, or for acquiring raw materials, spareparts, machines, etc., for the functioning needs of the factories of the " N. Malaxa " Companies.

For the above purposes, the Roumanian State shall carry out all necessary formalities.



Nr. \_\_\_\_\_

Art. 22.- The State undertakes to perform all legal and administrative steps for realizing the liquidation of the State's Company "Rogifer", which company entirely appertains to it since 13th February 1943, as holder of all shares, and to accomplish the things stated above.

Art. 23.- The Ministry of Finance shall exempt the "R. Malaxa" Companies of all and any stamp duties and taxes, both concerning the present transaction, as well as for handling over the raw materials, management materials and semi-manufactured goods, by the State's Company "Rogifer" to the "R. Malaxa" Companies.-

Art. 24.- For settling all misunderstandings, dissensions and eventual disputes which might arise from the putting into force, the execution and the interpretation of the present transaction, both parties agree to accept for the entire duration of the present transaction the arbiters and the decision of a committee of arbiters as follows :

The Roumanian State appoints as arbiters in the following order :

- 1.- Director H. Autoianu
- 2.- Engineer Alex. Balg
- 3.- Engineer Nicolae Stefan

The "R. Malaxa" Companies appoint as arbiters, in the following order :

- 1.- Lawyer Emil Otulescu
- 2.- Engineer Romulus Runcan
- 3.- Engineer Stefan Spure

The appointed arbiters will take part in the judgement in the above order ; in the event when the first will be prevented from taking part, the second arbiter will judge by right the dispute ; and in the event when the first two will be prevented from attending, the third will follow.

The Committee of arbiters which will be constituted for every dispute will be presided over by a super-arbiter, chosen by common agreement, who will judge the disputes together with the arbiters of the parties, by majority of votes.

By common agreement the parties have decided to appoint three super-arbiters namely :


**MINISTERUL AFACERILOR STRĂINE**
**SERVICIUL INTERPREȚILOR**

- 11 -



Nr. \_\_\_\_\_

- 1.- General Stefan Demetrescu
- 2.- General Vasile Negrei
- 3.- General Gh. Rosin

who will attend to the judgement in the mentioned order, just as the arbiters.

The judgement of every dispute shall take place in an interval of 6 months from the formation of the committee of arbiters.

In the event when an arbiter will be absent after the formation of the committee of judgement, the judgement of the dispute shall take place with the arbiters present only.

The decision of the Committee of arbiters is final and to be brought into force and shall not be liable to any ordinary or extraordinary appeal, contestation, revision, etc. In the event when, however, the decision will be attacked in any way, including by an action of annulling, the execution may not be suspended, not even by depositing a security.

Art.25.- The obligations assumed by every party constitutes an indivisible unity and every obligation is essential.-

Made at Bucharest in two copies this day of the 17th, April 1945.-

Minister of Communications and Public Works :  
Gh. Gheorghiu-Dej

Minister of Industry and Commerce : Petre Rejan

" N. Malaxa " S.A.R. : N. Malaxa

" N. Malaxa " Pipe and steel Works, S.A.R. : N. Malaxa

" N. Malaxa " Tohamul Vechi Factory, S.A.R. : N. Malaxa

" Rogifer " Roumanian Limited Company under liquidation :  
I. Partenie, T. Arsenovici, N. Pascu

Visaed in accordance with Public Lawyers Law :  
Eugen Calles, Counselor

The above translation is true to the original  
Transaction in Romanian inserted in the Official Gazette  
No. 94 of 1945



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*Ministerul Economiei Naționale*  
*Cabinetul Ministerului*

Nr. 531 /Cab.  
P. Ianuarie 1945.

Oport.

"Societății N. MALAXA, Uzinele de Tuburi și Oțelării",

L. o. c. o.

După cum vă este cunoscut, Comisiunea Aliată Sovietică de Control a comunicat la 29 Noiembrie 1944, Guvernului Român deciziunea ei "definitivă și irevocabilă" de a lua fabrica de țevi "Malaxa".

Ulterior s'a obținut ca laminorul cel mic cu anexele lui să lucreze mai departe, amânându-se un timp ridicarea lui.

Ridicarea celui mare și anexelor lui este în curs.

Încă din ziua de 29 Noiembrie 1944 am încunostiințat pe Dl. Inginer N. Malaxa despre situație prin Dl. Inginer C. Dinu, Secretarul General al Departamentului nostru și l-am invitat să ia parte la evaluarea fabricii sau să ne dea concursul la aceasta, interesul Statului Român fiind să ajungem, vis-a-vis de Comisiunea Aliată de Control, la o evaluare cât mai justă care ar echivala pentru noi cu o decontare cât mai avantajoasă din cota anuală de 50.000.000 dolari U.S.A., a despăgubirilor de război, iar interesul D-Voastră nefiind contrariu acestuia. Nu am obținut însă concursul cerut.

Dacă atunci rezerva D-Voastră s'ar fi putut explica prin concepția ca nu cumva concursul dat la evaluare să fie interpretat ca o consimțire la predarea fabricii de țevi, astăzi când ne aflăm în fața unei stări de fapt având originea în voința unilaterală a Comisiei Aliate (Sovietice) de Control - problema unei înregistrări fidele a ceea ce se ia precum și aceea a justei evaluări a părților de fabrică ce se ridică trec înaintea preocupării ipotetice subliniate mai sus.

În privința înregistrării a ceea ce se ia, am luat măsura ca organele fabricii să fie asistate de doi delegați ai Departamentului nostru.

În privința evaluării, am instituit o comisiune, compusă din Domnii:

-Inginer Alexandru Pop, directorul general al "Reșiței";

-G. Brănzescu, secretarul general al "Creditului Industrial";

-Inginer C. Erbiceanu, dela "Creditul Industrial";

care să facă această lucrare față de tehnicienii sovietici.-

Vă rugăm să binevoiți:

a) a pune la dispoziția acestei comisiuni de evaluare toate datele care-i sunt necesare și care vă stau în putință pentru o cât mai justă evaluare a fabricii și a părților de fabrică în chestiune;

./.

Menționăm că problema despăgubirii proprietarilor de bunuri industriale cari se predau sau se preiau în contul despăgubirilor de război - așadar problema raporturilor dintre Stae și acești proprietari - este distinctă de aceasta și se tratează separat.

b) a participa prin delegații Dumneavoastră la predarea către organele Comisunii Aliate (Sovietice) de Control a părților de fabrică ce se ridică, știind că până acum nu s'au încheiat încă procese-verbale definitive de predare-primire, ci numai procese verbale zilnice de înregistrare a ceea ce se încarcă și se expediază.



MINISTERUL  
ECONOMIEI NAȚIONALE,

*Execuția*

[Translation]

Exhibit 21

MINISTRY OF NATIONAL ECONOMY

MINISTER'S OFFICE

\*581/CAB

January 2, 1945

To:

N. Malaxa, Uzinele de Tuburi si Otelarii (City)

As you know, the allied control commission (Soviet Commission) notified the Roumanian Government on Nov. 29, 1944 of its "final and irrevocable" decision to take over the Malaxa Tube plant.

It has later been allowed for the small rolling mill plant and its annexes to continue operation, the taking over of these facilities by the Russians being deferred for a time. As regards the main plant and ancillary installations, the Russian government is now engaged in the taking over of these facilities.

As early as Nov. 29, 1944, we notified Mr. Malaxa of this situation through Mr. C. Dimu, Secretary General of our Department, and requested him to take part in the computation of the value of the plants or to extend his co-operation, since it was in the interest of the Roumanian State, as regards dealings with the Allied Control Commission, to reach as fair a valuation as possible, for this would assure it of the most advantageous possible computation of the \$50,000,000 yearly quota in war damages, all of which does not clash with your interests. Nevertheless, your co-operation was not forthcoming.

While your reserve could be understood at the time, as motivated by a feeling that you feared that your co-operation in the evaluation work be interpreted as consenting that the plants be taken over; today, since we are faced by a de facto situation, created by the unilateral will of the Allied Control Commission, the problems of an accurate assessment and recording of the value of the property taken over, along with that of a fair evaluation of the parts of the plant now taken over, must come before the hypothetical pre-occupation mentioned above.

As regards the preparation of accurate records of what is taken over, we have taken it upon ourselves to have the plant representatives assisted by two officials of our Department.

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As regards the assessment, we have appointed a commission whose members are the following:

Mr. Alexander Pop, engineer, General Manager of Resita.

Mr. S. Branceanu, Secretary General of the Roumanian "Credit Industrial".

Mr. C. Erbiceanu, engineer, of the Roumanian "Credit Industrial", who must conduct their work in the presence of Soviet engineers,

We request that you be kind enough:

a) to make available to this commission all such data as might be necessary and are in your hands, for the fairest possible valuation of the plant and of its sections.

We wish to mention the fact that the problem of compensating the owners of industrial property to be financed from war damages - therefore the problem between the state and such owners - is distinct from the other problem and as such to be handled separately.

b) to participate, through your delegates, in the handing over to the members of the Allied Control Commission, of the sections of the plant that are to be taken over, aware of the fact that until then, no overall final statements have been prepared for the handing over and taking charge of the plants, but only daily statements regarding what has to be shipped and sent out.

cc: The Minister of National Economy

Louvetia

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NICOLAE MALAXA

-with-

N. MALAXA UZINE DE TUBURI SI OTELARII, S.A.R.

-with-

MAX AUSNIT

-with-

OCCIDENTAL TRADING AND INVESTING CORPORATION

-----  
A G R E E M E N T  
-----

PHILLIPS, NIZER, BENJAMIN & KRIM  
COUNSELORS AT LAW  
1501 BROADWAY  
NEW YORK

WHEREAS, the parties hereto have heretofore agreed in Roumania to settle in full the aforesaid claim of Mr. Max Ausnit, by Nicolae Malaxa causing ~~N. Malaxa~~ <sup>MEDEX Inc</sup> ~~Urline de Tuburi Si Otalarii S.A.R.~~ to quitclaim to Occidental Trading and Investing Corporation - which is owned and/or controlled by Max Ausnit and to Cisatlantic Corporation - all title, right and interest of the former to said spruce lumber, and by Nicolae Malaxa further causing ~~N. Malaxa~~ <sup>N. MALAXA Urline de Tuburi</sup> ~~Urline de Tuburi~~ to sell to said Occidental Trading and Investing Corporation, two thousand (2,000) tons of steel tubes, and

WHEREAS, in accordance therewith, the said quitclaim and sale were duly executed in writing this day, and

WHEREAS, Nicolae Malaxa is willing to guarantee the performance of said contract of sale of said two thousand (2,000) tons of steel tubes, and

WHEREAS, Max Ausnit is willing to guarantee the performance by Occidental Trading and Investing Corporation and Cisatlantic Corporation of all the terms, conditions and covenants on their part to be performed contained in said quitclaim to said spruce lumber, and the performance by Occidental Trading and Investing Corporation of all the terms, conditions and covenants on its part to be performed contained in said contract of sale of two thousand (2,000) tons of steel tubes,

THIS AGREEMENT made this 7<sup>th</sup> day of July, 1947, by and between NICOLAE MALAXA, of the Sherry-Netherlands Hotel, New York City, and N. MALAXA UZINE DE TUBURI SI OTELARII S.A.R., parties of the first part, and MAX AUSNIT, of Hampshire House, New York City, and OCCIDENTAL TRADING AND INVESTING CORPORATION, a New York Corporation, of #522 Fifth Avenue, New York City, parties of the second part,

W I T N E S S E T H :

WHEREAS, Mr. Max Ausnit claims that he intervened and gave his active assistance to Nicolae Malaxa and the companies and corporations controlled by him, for the transfer to the latter by the Rumanian Government of its indebtedness in the amount of \$2,460,000., and

WHEREAS, the transfer of said sum has been realized in part among other things, by the issuance of licenses for the export from Roumania of approximately ninety-seven hundred (9700) cubic meters of spruce lumber, and the export of the same, and

WHEREAS, it is contemplated that licenses will be issued to N. Malaxa Uzine de Tuburi Si Otelarii S.A.R. for the export of two thousand (2,000) tons of steel tubes, and

NOW, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. Subject to the full and complete performance by Occidental Trading and Investing Corporation and Cisatlantic Corporation of all the terms, conditions and covenants on their part to be performed contained in the written agreement of this date, with respect to spruce lumber, and by Occidental Trading and Investing Corporation of all the terms, conditions and covenants on its part to be performed of the written agreement of this day concerning the sale to it of two thousand (2,000) tons of steel tubes, Nicolae Malaxa agrees that in the event that N. Malaxa Uzine de Tuburi Si Otelarii S.A.R. shall fail for any reason whatsoever within or without its contract, to deliver to Occidental Trading and Investing Corporation said two thousand (2,000) tons of steel tubes, more fully described in said written agreement, on or before January 31, 1948, then and in such event, he will pay to Max Ausnit a sum of One hundred (\$100) Dollars for each undelivered ton of steel tubes.

2. It is agreed that the payment by Nicolae Malaxa, as aforesaid, of One hundred (\$100) Dollars for each ton of steel tubes which shall not be delivered on or before January 31, 1948, shall fully discharge and release Nicolae Malaxa and N. Malaxa Uzine de Tuburi Si Otelarii S.A.R. from any and all liability, under, pursuant to, or in

connection with said written agreement, and/or under any other agreement whatsoever, or for any other cause whatsoever. Accordingly, Max Ausnit, for himself, and in the name and on behalf of Occidental Trading and Investing Corporation, agrees that he shall not assert against N. Malaxa Uzine de Tuburi Si Otelarii S.A.R. any claim, demand, action or cause of action, under or in connection with the aforementioned written agreement, or any other agreement or for any cause whatsoever.

3. Max Ausnit hereby guarantees the full and complete performance by Occidental Trading and Investing Corporation and Cisatlantic Corporation of all the terms, conditions and covenants contained in said written agreement for the quitclaim of spruce lumber, and the full and complete performance by Occidental Trading and Investing Corporation of all the terms, conditions and covenants contained in said written agreement for the sale of two thousand (2,000) tons of steel tubes.

4. Any controversy arising out of or relating to this agreement or the breach thereof may be litigated in any court of competent jurisdiction in the County of New York, State of New York. By and from the date of this agreement, Nicolae Malaxa and Max Ausnit, two of the parties to this agreement, irrevocably consent to subject themselves to the jurisdiction of the said court or courts. Mr. Malaxa hereby

designates the firm of Phillips, Nizer, Benjamin & Krim, 1501 Broadway, New York 18, New York, and Mr. Ausnit hereby designates the firm of Carter, Ledyard & Milburn, 2 Wall Street, New York 5, New York, respectively, as the agents upon whom to serve any summons in any action, or any process or other paper for the commencement of a special proceeding in connection with this matter. The sending of any summons or other paper to the said agents shall constitute due and lawful service upon the parties designating them as their agents respectively, with the same force and effect as if they had been personally served within the State and County of New York. Neither party may revoke the above designation except by substituting therefor in writing, in the instrument of revocation, another attorney or firm of attorneys maintaining a law office in the City of New York, which notice of substitution shall be served upon the designee of the other party.

5. This agreement and the covenants herein contained shall bind the respective parties hereto, and their respective successors and assigns.

6. This agreement and the performance thereof shall be governed in all respects by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto, have

hereunto affixed their hands and seals the day and year  
first above written.

*N. Malaxa*

Nicolae Malaxa

N. MALAXA UZINE DE TUBURI SI  
OTELARII S.A.R.

by

*N. Malaxa*

*Mex Aushit*

Mex Aushit

OCCIDENTAL TRADING AND INVESTING  
CORPORATION

by

*Mex Aushit*



1833/321946

Ench. 6.

D. Gh. I. în redac. șef de birou cu  
 șef de la Institutul Național Zootehnic,  
 D. Mădăraș Ștefan, șef de birou  
 la Căminul ofițerilor, Biroul Bi-  
 dinar al Institutului Național Zootehnic și  
 Pasca Birou.

D. Gh. I. în redac. șef de la De-  
 partamentul Industrial și Comerțului.

MINISTERUL INDUSTRIEI ȘI COMERȚULUI

Noi, ministrul secretar de Stat la De-  
partamentul Industrial și Comerțului;

Având în vedere raportul d-lui avoca-  
 tul C. H. Ștefan, administrator de se-  
 ctură șef de la Uzinele de Fier și  
 Docurile în Război, S. A., înregistrat  
 la acest minister, sub Nr. 70.280 din  
 1945, prin care încheie, avizând pen-  
 tru aprobare, procesul-verbal cuprin-  
 zând deciziunile a lunării generale ex-  
 traordinare a acțiunilor Societății U.  
 D. R., care a avut loc la 23-24 Noem-  
 vrie 1945 și prin care s-a hotărât spo-  
 diale capitalului social la 5.000.000.000  
 lei, prin emisiunea unui număr de ac-  
 țuni de rezervă și capitalului social

1.212.400 acțiuni și se atribuie gra-  
tuie acțiunilor noi, în proporție de  
o acțiune nouă pentru două acțiuni  
vechi;

152.291 acțiuni și se atribuie pentru  
alimentarea fondului de pensii a func-  
ționarilor U. D. R.;

1.000.000 acțiuni cu afecțiunile spe-  
ciale spre a servi la restituiri în vir-  
tutii art. 12 din Convenția de Armistițiu  
și pentru participării în baza  
prevederilor la Acordul de colaborare  
economică dela Moscova din 8 Mai  
1945 și

200.000 acțiuni, necesar completării  
numarului de 10.000.000 acțiuni co-  
rrespondent capitalului social de lei 5 mi-  
liarde, să fie oferite vechilor acționari  
de proporție cu acțiunile vechi ce po-  
sedă la emisiunile I-VII inclusiv;

Având în vedere că din această emi-  
siune 3.000.000 acțiuni se vor remite cu  
afecțiunile speciale spre a servi la res-  
tuiri către U. R. S. S., în cadrul art.  
12 din Convenția de Armistițiu;

Având în vedere că următor art. 12  
din Convenția de Armistițiu, și a dis-  
pozițiilor legii Nr. 571 din 1944, Soc.  
U. D. R., intrând direct în tratative cu  
Comandanca Aliaților pentru aplicarea Ar-  
mistițiului (Inaltul Comandament So-  
vietic) a propus prin ofertă Nr. 73.329  
din 21 Decembrie 1944 și Nr. 4.165 din  
25 Ianuarie 1945, să facă plata datoriei  
sale de restituire, reconveniență la suma  
de 229.820.40 dolari U. S. A., prin  
acțiuni de ale Societății U. D. R., sub  
forma aprobării Guvernului Român;

Având în vedere că aceste oferte s-au  
făcut cu aprobarea comitetului de di-  
recție și a comitetului de administrație al  
Soc. U. D. R.;

Având în vedere că ulterior și apăsător  
acelor oferte de Soc. U. D. R., Gu-  
vernul a căzut de acord, prin Prova alu-  
atului de colaborare cu Guvernul  
U. R. S. S., din 8 Mai 1945, ca emi-  
siunile economice U. R. S. S., să par-  
ticipă la Soc. Război pentru o sumă de  
100 milioane dolari, materialul de  
fără de la Krasnyyoz și la Uzinele de  
primă de Soc. U. D. R.;

Având în vedere că în urma ofertei  
de restituire Soc. U. D. R., și ofertei  
de reconveniență Soc. U. D. R., și ofertei  
de restituire de către U. R. S. S., din  
23-24 Noiembrie 1945, de restituire  
într-o sumă de 229.820.40 dolari capitalului social  
al Soc. U. D. R.;

Având în vedere că adunarea generală  
extraordinară a Soc. U. D. R. a acceptat  
această propunere, hotărârl în acest  
scop, să se facă o emisiune specială  
pentru a servi la această restituire;

Având în vedere că în fața acestor  
deosebite situații generale extraordinare  
de aplicare a adunării generale extraordi-  
nare a acțiunilor Soc. U. D. R., dată  
în unanimitate, s-a stabilit direct între  
Soc. U. D. R. și U. R. S. S., quantumul  
și modalitatea reconvenienței;

Având în vedere și celelalte rezolu-  
țiuni ale adunării generale extraordinare,  
prin care se acordă acțiuni din noua  
emisiune vechilor acționari și Casei de  
Pensii a funcționarilor U. D. R.;

Noi, ministrul secretar de Stat la De-  
partamentul Industrial și Comerțului,  
având în vedere dispozițiile legii cu  
Nr. 178 din 6 Octombrie 1944, comple-  
tată cu dispozițiile legii Nr. 405 din  
29 Mai 1945, precum și raportul admi-  
nistratorului de supraveghere pe lângă  
Uzinele de Fier și Docurile din Război,  
S. A.,

Decidem:  
Art. 1. — Aprobarea procesului-ver-  
bal al adunării generale extraordinare  
a Soc. Uzinele de Fier și Docurile din  
Război, S. A. R., din 21-24 Noembrie  
1945.

Art. 2. — Dl. director general și con-  
trolului capitalurilor și supravegherii  
nove societăți este împuternicit cu adu-  
cerea la îndeplinire a prezentei decizii.

Data la 23 Ianuarie 1946,  
Ministru, Ing. Petru Băbeș  
Nr. 70.281.

Noi, ministrul secretar de Stat al De-  
partamentului Industrial și Comerțului;

Având în vedere dispozițiile decre-  
tului-legii Nr. 772 din 1942, pentru în-  
ființarea Economatelor de aprovizionare  
a funcționarilor publici;

Având în vedere avizul Nr. 149/88

din 1945 al Ministerului de Finanțe și  
Nr. 1253 din 1945, al Subsecretariatului  
de Stat al Aprovizionării;

Având în vedere hotărârea Com. Națio-  
nala de Administrație al Economatului Gen-  
eral al Funcționarilor Publici, din 12 Ia-  
nuarie 1946, precum și adresa Nr. 783 din  
1946 a acestui Economat;

Decidem:

Art. 1. — Economatele Centrale de  
Casteluri Guvernământ din Bacovia și  
Bacărabii, precum și secțiile lor jude-  
țene pendinte de acest Economat, cu în-  
cepere de la data publicării prezentei de-  
cizii, se pun în starea de lichidare.

Art. 2. — Se numesc la lichidatori:

a) Pentru Economatul Central al fos-  
telor Guvernământ al Bucovinei și se-  
cțiilor județene pendinte de acesta, d-nii  
Petru Penescu, directorul Economatului  
General al Funcționarilor Publici și Li-  
viu Moga, director, fost administrator  
gestionar al Economatului Central al nu-  
măntului Guvernământ;

b) Pentru Economatul Central al fos-  
telor Guvernământ al Băcărabiei și se-  
cțiilor județene pendinte de acesta, d-nii  
Petru Penescu, directorul Economatului  
General al Funcționarilor Publici și  
Chirilă Iosif, fost administrator gestio-  
nar al Economatului Central al Guver-  
nământului Băcărabiei.

Art. 3. — Lichidarea sa va face potri-  
vit dispozițiilor legii organice de  
funcționarea Economatelor funcționa-  
rilor publici, sub controlul și normele că  
se vor indica de consiliul de administrație  
al Economatului General al Funcționa-  
rilor Publici, care va stabili și indemniza-  
ția curentă a acestor lichidatori.

Art. 4. — Dl. director al personalului  
acestui departament este împuternicit cu  
aducerea la îndeplinire a prezentei deci-  
zii.

Data la 21 Ianuarie 1946.  
p. Ministru, Victor Născă  
Nr. 69.278.

Prin decizia ministerială Nr. 63.599  
din 5 Ianuarie 1946, dl. Ștefan Mihai-  
țescu se numește administrator de supra-  
veghere la farmacia Berendorf din Bura-  
rești, calea Mosilor.

Idem Nr. 68.942 din 19 Ianuarie 1946,  
se numesc pe data prezentei decizii,  
administratori de supraveghere la Intre-  
prinderile specializate mai jos, persoanele  
arătate în dreptul fiecăruia:

Av. Aurel Radu, la „Fabrica de Cal-  
puzărie”, s. a., Luroj;  
Ing. Damaschin Stroca, la „Minea de  
Șar și Lidpat”, s. a., Turcova;  
Ing. Dorinel Stroca, la „De-  
căruș”, Orșova.

ROMANIA



MINISTERUL AFACERILOR STRĂINE  
SERVICIUL INTERPRETELOR



Translation from the Roumanian

Nr. \_\_\_\_\_

D A T A R U I

from the Official Gazette No. 21, part. 1, of January  
25th, 1946, page 532, columns 1 and 2. -

MINISTRY OF INDUSTRY AND COMMERCE

The Secretary of State at the Department for Industry  
and Commerce :

Considering the report drawn up by lawyer Ion B. Sever,  
Supervision Manager at the Uzinele de fier și Dometile Me-  
șita S.A. ( the Meșita Domesnes and Iron Factories ), report  
registered with this ministry under No. 70.290/1946, and sent  
together with the minutes, - suggesting for their approval -  
of the decisions taken by the General Extraordinary meeting  
of the U.S.R. Company shareholders, which took place on 21st,  
24th November 1945, when it was decided to increase the stock  
capital to 5,000,000,000 lei by issuing a number of shares  
corresponding to the capital thus increased, out of which :

2,212,400 shares to be attributed free of charge to pre-  
sent shareholders in the proportion of one new share for two  
old shares ;

100,000 to be attributed to the pension fund of the U.S.R.  
employees ;

2,687,600 shares with the special destination of serving  
for restitutions prescribed in art. 12 of the Armistice Conven-  
tion in full participations on the basis of the protocol of the  
1945 Economic Collaboration agreement of May 21st, 1945, - and

ROMANIA



MINISTERUL AFACERILOR STRAINE

SERVICIUL INTERPRETLOR



Nr. \_\_\_\_\_

200,000 shares necessary to make up the number of 10,000,000 corresponding to the stock capital of 5,000,000,000 lei, to be offered to present shareholders in proportion to the old shares in their possession beginning with issue 1 to 7 inclusiv ;

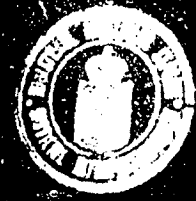
Considering that out of this issue, 3,000,000 shares will be assigned to the special destination of serving for restitutions to the U.R.S.S. as prescribed by art.12 of the Armistice Convention ;

Considering that in accordance with art.12 of the Armistice Convention and with provisions set out in Law No.571 of 1944, the U.D.R. Company entering into negotiations with the Allied Armistice Control Commission (Soviet High Command) has made offers No.73989 of December 1st, 1944 and No.4153 of January 5th, 1945, by which it proposed to pay its restitution debt, established at 2,928,820,40 U.S.A. dollars, by means of the U.D.R. shares, subject to the approval of the Roumanian Government;

considering that said offers were made with the consent of the Managing Committee and that of the Board of Directors of the U.D.R. Company ;

Considering that afterwards, and as a result of these offers made by the U.D.R. Company, the Government, - by the Protocol of the Collaboration agreement with the U.R.S.S. Government, of May 8th, 1945, - consented to the participation of U.R.S.S. Economic Organisations in the "Meşia" company up to an amount equal - at least - to the value of the Krivoi-nog iron ore and the dump iron received

ROMANIA  
MINISTERUL AFACERILOR STRAINE  
SERVICIUL INTERPRETELOR



Nr. \_\_\_\_\_

by the U.D.R. Company ;

Considering that during the negotiations carried out between the U.D.R. Company and the U.R.S.S. Officials the quantum of restitutions was established by the latter at a sum of 2,377,000 U.S.A. dollars to be refunded in a quota of 30% of the U.D.R. Company's stock capital ;

Considering that the General Extraordinary Meeting of the U.D.R. Company accepted the proposal deciding for that purpose to effect a special emission to serve for said restitution;

Considering that in view of this decision of the General Extraordinary Meeting of the U.D.R. Company's shareholders, taken unanimously it has been established directly between the U.D.R. Company and the U.R.S.S. the quantum and the procedure of the restitution ;

taking also into consideration the other resolutions of the General Extraordinary meeting by which shares of the new issue are to be awarded to present shareholders and to the Pension Fund of the U.D.R. employees ;

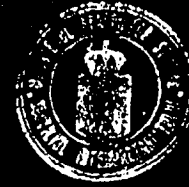
We, Secretary of State at the Department of Industry and Commerce, considering the dispositions of law No. 478 of October 6th, 1944 completed with the dispositions of law No. 405 of May 29th, 1945, as well as the report drawn up by the Supervisors Manager of the " Iron factories and Demesnes of Regita " Company,

D e c i d e :

Art. 1.- The approval of the Minutes of the General Extraordinary meeting of the " Iron Factories and Demesnes of Regita "

ROMANIA

MINISTERUL AFACERILOR STRĂINE  
SERVICIUL INTERPREȚILOR



Nr. \_\_\_\_\_

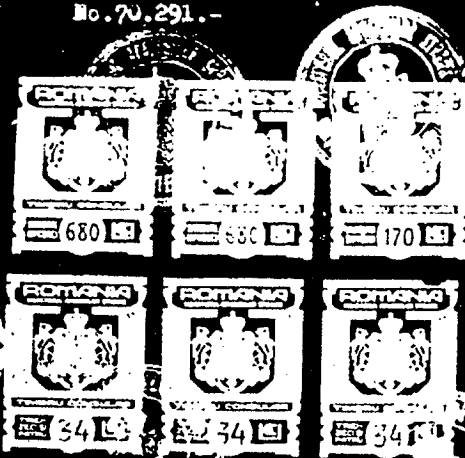
company of November 21st-24th, 1945.

Art. 2.- The Director General of the Control of Capital  
Stocks and Supervision of some of the companies is entrusted with  
bringing into force the present decision.

Given on January 31st, 1946.-

Secretary of state : Ing. Petru Sejan

No. 70.291.-



LE SCANDINAVE CERTIFIC LA COMPTO DE LE LA CREDITO TRANSMIS  
AU TITRE DE LA Romaine

INTERPRETE

No. 1833

LE MINISTRE DES AFFAIRES ETRANGERES DE ROMANIE  
A MONSIEUR LE CONSUL DE BUCUREST  
LE 3 Juin 1946  
POUR LE MINISTRE

(C. Sofianu)



MINISTERUL FINANTELOR  
CABINETUL SUBSECRETARULUI DE STAT

Nr.1480  
15 Septembrie 1945

AMERICAN JOINT DISTRIBUTION COMMITTEE

L O C O

Luând cunoștință de propunerea făcută de Dvs.  
prin scrisoarea din 27 Iulie 1945,

Avem onoarea a vă aduce la cunoștință ca Statul  
Român acceptă această operațiune, cu modificările ce  
urmează:

Statul Român prin Ministerul Finanțelor, vă  
pune la dispoziție în România, 250.000 medalia româ-  
nești de aur, întrunind condițiunile legii Nr.656/945.  
Aceste medalii vor fi liber negociabile de către Dvs.  
și achizitorii lor.

În schimb Dvs. puneți la dispoziția Statului  
Român, în Elveția, la banca ce vi se va indica, can-  
titatea de aur corespunzătoare celor 250.000 piese  
de aur.

Pe lângă aceasta și în acelaș timp, veți mai  
prezenta renunțarea Societății " N. MALAXA, UZINE  
DE TUBURI SI OTELARII S.A.R. ", la orice pretențiuni  
rezultând din executarea obligațiunii prevăzută în  
a.t. 3 al tranzacției din 17.IV.1945, publicată în  
Monitorul Oficial Nr. 94 din 24.IV.1945, de despă-  
gubire pentru laminorul de țevi.

Întru rimiți, vă rugăm, asigurarea deosebitei noastre  
considerațiuni.

MINISTRU SUBSECRETAR DE STAT,  
*Levan d. g.*

MINISTRY OF FINANCE  
Office of the  
Under-Secretary of State

No. 1480  
September 15, 1945

AMERICAN JOINT DISTRIBUTION COMMITTEE  
(City)

We take note of your proposition offered in your letter of July 27, 1945, and take pleasure in informing you that the Roumanian government has accepted this operation with the following modifications:

The Roumanian government, through the Finance Department, will place at your disposal, in Roumania, 250,000 Roumanian gold pieces, which comply with the terms of Law No. 656/945. These gold pieces will be free and negotiable by you and purchasers of such coins.

In exchange, you will put an amount of gold, corresponding to these 250,000 gold pieces, at the disposal of the Roumanian government in Switzerland, at a bank to be indicated.

In addition to this, you will at the same time present a release by the N.MALAXA, UZINE DE TUBURI SI OTELARII S.A.R Company to all claims resulting from the carrying out of the obligations provided for in article 3 of the transaction dated April 17, 1945, published in Official Gazette No. 94, of April 24, 1945, for payment of the tube mill.

We remain

Yours truly,  
MINISTER UNDERSECRETARY OF STATE  
(signed) Alexandrini

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JURNAL Nr. 722.

\*\*\*\*\*

Sedința din 7. Iunie 1946

Consiliul de Miniștri luând în deliberare referatul D-lui Vice Președinte al Consiliului de Miniștri Ministru de Externe și Ministru ad interim al Finanțelor și al D-lui Ministru al Industriei și Comerțului Nr. 1446 din 6. VII. 1946

Având în vedere prevederile Legii Nr. 282/1945 publicată în Monitorul Oficial Nr. 86 din 13 Aprilie 1945, și tranzacția anexă publicată în Monitorul oficial Nr. 94 din 24 Aprilie 1945,

Având în vedere interesul pe care îl are economia românească în realizarea unei colaborări industriale cu industriei americane

D E C I D E :

Art.1.- Societatea "M.MALAYA, Uzine de Tuburi și Oțelării" S.A.R. convine ca datoria de 2.460.000.- dollari ai Statelor Unite, efectiv și liberi de orice restricții prezente sau viitoare, pe care Statul Român o are față de ea, în baza Legii Nr.282/1945 publicată în Monitorul Oficial Nr. 86 din 13 Aprilie 1945 și tranzacției anexă publicată în Monitorul Oficial Nr.94 din 24 Aprilie 1945, să fie plătită înăuntrul unui termen de cel mult doi ani de zile dela data semnării prezentului Jurnal.

Art.2.- Devizele necesare acestei plăți se vor procura din exporturi de produse petrolifere, cherestea, cereale, legume sau alte produse indigene în stare brută sau industrializate.

Exporturile vor fi făcute de Societatea "M.Malaxa, Uzine de Tuburi și Oțelării" S.A.R. sau de una sau mai multe societăți desemnate de Stat, Societatea "M.Malaxa, Uzine de Tuburi și Oțelării" S.A.R. fiind în drept a ceda către orice persoane drepturile de export ce îi sunt acordate prin prezentul Jurnal, precum și devizele rezultând din aceste exporturi, fără a avea



nevoe de nici o aprobare sau autorizare pentru aceasta.

Statul Român va elibera autorizațiile de export necesare în afară și peste cotele fixate prin deciziunile Ministeriale, ale Oficiilor sau oricăror alte organe pentru diferite produse, până la achitarea interrală a creanței de 2.460.000.- dollari.

În cazul când prin deblocări de fonduri, împrumuturi, alte exporturi, etc., Statul Român și-ar procura disponibilități în devize, Statul Român va achita această datorie între timp, liberând în acest mod Banca Națională de obligațiunile luate, conform art.3 de mai jos.

Art.3.- Pentru mobilizarea creanței în vederea realizării colaborării industriale cu industriile americane, Statul va interveni la Banca Națională a României pentru ca aceasta să elibereze o scrisoare prin care să se oblighe, față de creditoare sau de o bancă străină, indicată de Societatea «N.Malaxa, Uzine de Tuburi și Oțelării» S.A.R., fără nici o rezervă, să plătească Societății «N.Malaxa, Uzine de Tuburi și Oțelării» S.A.R. sau unei bănci străine indicată de creditoare, la expirarea termenului de doi ani, creanța sau partea din creanță neachitată până atunci, în dollari efectivi și liberi de orice restricții prezente sau viitoare.

Devizele rezultate din exporturi vor fi depuse la banca străină indicată, pe contul Societății «N.Malaxa, Uzine de Tuburi și Oțelării» S.A.R., scăzându-se cu aceste sume obligațiunea de plată a Statului, precum și aceea a Băncii Naționale a României.

Art.4.- Domnii Miniștri ai Finanțelor și Industrii și Comerțului sunt însărcinați cu aducerea la îndeplinire a dispozițiilor prezentului Jurnal.

*Cinn*

*h. taras*

*f. Hitey*

*George Simionescu*  
*George I. Ionescu*  
*P. Constantin*

*R. Olteanu*  
*Am sursă de așază pentru  
materialul arătat în altă parte  
D. Pensiuni al guvernului No 2/20/1944*

JOURNAL No. 722

June 7 Session

The Council of Ministers, deliberating on a report of the Vice-Premier, Foreign Minister and Finance Minister ad Interim and of the Minister of Commerce and Industry, #1446, of June 6, 1946.

Bearing in mind the provisions of Law No. 282/945 published in the Official Gazette bearing #86, of April 1945 and the annexed compromise published in the Official Gazette bearing #94, of April 24, 1945.

Having full regard for the interest of the Roumanian economy in bringing about industrial cooperation with American industry.

Decides as follows:

Art. 1. - The N. Malaxa U. de T. S. O. SAR company agrees that the U. S. \$2,460,000, effective and free of all present and future encumbrances which the Roumanian Government has toward it in virtue of Law No. 282/945 published in Official Gazette #86, of April 13, 1945, and of the attached compromise published in Official Gazette #94, of April 24, 1945, be paid in two years or less from the date of signing this gazette entry.

Art. 2. - The foreign exchange needed for this payment shall be secured by the export of oil products, lumber, grain, vegetables or other domestic (indigenous) products, in their natural or transformed condition.

The exports shall be made, either by the N. Malaxa U. de T. S. O. SAR company, or by one or several companies to be designated by the State, N. Malaxa U. de T. S. O. SAR, having the right to transfer the export rights granted to it by this gazette entry to any person whatsoever, as well as the right to transfer the foreign exchange proceeds of these exports, without the need for any approval or authorization to this end.

The Roumanian State shall issue the requisite export permits as distinct from and beyond the quotas decided upon by decisions of the Ministries, offices or any other organizations, for various products, until full payment of the \$2,460,000 claim.

If the Roumanian State were to have foreign exchange made available to it by the unfreeing of funds, loans or other exports, the Roumanian State shall pay off its debt in the meantime, thereby releasing the National Bank from the obligations undertaken by it under Article 2, as follows:

Art. 3. - In order to mobilize the claim for the purpose of achieving

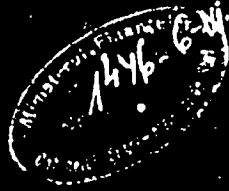
-2-

Industrial cooperation with American industry, the State shall take steps with the National Bank of Roumania for the latter to issue a letter whereby it obligates itself to the creditor, or a foreign Bank to be designated by the N. Malaxa U. de T. S. O. SAR. company, without any reservation whatsoever, to pay to said N. Malaxa U. de T. S. O. SAR company or to a foreign Bank to be designated by the creditor, at the end of two years, either the full amount of the claim, or the unpaid balance on said claim, in effective dollars, free from any present or future encumbrances.

The foreign exchange proceeds of the export shall be deposited with the designated Foreign Bank for the account of the N. Malaxa U. de T. S. O. SAR. company, sums which shall be deducted from the obligation undertaken by the State and the National Bank.

Art. 4. - The Ministries of Finance and Commerce and Industry shall be responsible for implementation of this gasette entry.

147-6-N-94



DOMNILOR MINISTRI,

În luna Decembrie 1944 laminorul de 14" și mașinile anexe aparținând Societății "N.MALAXA, Uzine de Tuburi și Oțelării" S.A.R. au fost ridicate de organele U.R.S.S., iar printr-o anexă a Convenției de Armistițiu s'au scut laminorul și mașinile anexe au fost evaluate la 2.460.000.- dollari ai Statelor Unite, imputându-se această valoare asupra despăgubirilor de război datorate U.R.S.S.-ului.

În baza acestei dări în plată care s'a făcut pentru o datorie a Statului Român derivând din Convenția de Armistițiu, cu instrumente de producție aparținând Societății "N.MALAXA, Uzine de Tuburi și Oțelării" S.A.R., Statul Român, prin legea Nr.282/1945 publicată în Monitorul Oficial Nr. 86 din 13 Aprilie 1945 și tranzacția făcând parte integrantă din această lege, publicată în Monitorul Oficial Nr.94 din 24 Aprilie 1945, s'a recunoscut dator și s'a obligat să pună în strâmtătate, la dispoziția Societății "N.MALAXA, Uzine de Tuburi și Oțelării" S.A.R., suma de 2.460.000.- dollari ai Statelor Unite, efectivi și liberi de orice restricții prezente sau viitoare.

Prin cererea înregistrată la Nr.1344 din 6 Iunie 1946, Societatea "N.MALAXA, Uzine de Tuburi și Oțelării, în vederea plății acestei creanțe exigibile dela data tranzacției și neachitată până azi, din cauză că Statul nu a dispus de devisa necesare, s'a declarat dispusă să acorde un termen de doi ani de zile pentru plata acestei creanțe dacă i se asigură în mod efectiv plata ei în acest interval, prin devisa rezultând din exporturi și dacă i se facilitează mobilizarea creanței necesare realizării unei colaborări cu consorții americane, în vederea de noi fabricațiuni, realizând astfel în țară participarea de capital, investiții noi industriale, asigurări de materii prime, etc., obținându-se o scrisoare din partea

✓.

B.N.R. prin care aceasta să se obliga să plătească fără rezerve la expirarea termenului de doi ani.

Considerând origina creanței și faptul că ea este exigibilă de mai mult de un an de zile și având în vedere mai ales interesul economic al țării, în realizarea unei colaborări industriale efective cu industriile americane și dacă sunteți de acord cu cele expuse mai înainte, vă rog să binevoiți a semna plăturatul proiect de Jurnal.

Vice Președintele  
Consiliului de Miniștri  
Ministru de Externe  
și  
Ministru ad interim al  
Finanțelor

*J. I. Ionescu*

Ministrul Industriei  
și Comerțului

*P. Poni*

Gentlemen:

In the month of December 1944, the 14<sup>th</sup> rolling mill and auxiliary installations belonging to the N. Malaxa U. de T. S. O. SAR were removed by USSR authorities and, according to an annex appended to the Armistice Convention, said rolling mill and auxiliary installations were valued at two million four hundred and sixty thousand U.S. Dollars, a figure which has been entered as being part of the reparations due to the U.S.R.

In virtue of this transfer of the production facilities belonging to the N. Malaxa U. de T. S. O. SAR company, in payment of a debt of the Rumanian State deriving from the armistice convention, the Rumanian State, by Law #282, of 1945, published in Official Gazette #86 of April 13, 1945, and by the compromise which is an integral part embodied in said Law, a compromise published in Official Gazette #94, of April 24, 1945, acknowledges its debt and obligates itself to make available to the N. Malaxa U. de T. S. O. SAR company abroad, the sum of two million four hundred and sixty thousand U. S. Dollars, effectively and free of all present or future encumbrances.

By the request entered under No. 1,344 of Jun. 6, 1946, the N. Malaxa U. de T. S. O. SAR company, having in mind the object of obtaining the settlement of this claim, which had been payable on demand from the date of the compromise and had hitherto remained unsettled, since the State did not have the necessary foreign exchange, stated its willingness to grant two years for the settlement, provided it receive an effective guarantee of payment, during that time, with foreign exchange recorded as the proceeds of the export trade, and provided facilities be extended to it to mobilize said claim to the extent necessary to achieve cooperation with American Corporations, for the purpose of the production of new items, thus bringing to pass the participation of American capital in the country, new industrial investments, a guarantee of raw material sources, etc... the mobilization operation being feasible by the issue of a letter from the National Bank of Roumania, whereby said bank undertakes to pay the claim in full at the end of said two years.

Bearing in mind the origin of the claim, and the fact that it has been negotiable for more than a year and having the economic interest of the country more specifically at heart through the achievement of effective industrial cooperation with American industry, we request that you sign the attached draft Gazette entry if you agree with the above text. \*

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Encl. 10

Hotel Savoy, Zurich,  
le 11 Avril 1949

Monsieur Nicolas Malaxa,  
New York, ....

Par l'intermédiaire de M. Romulus Runcan

Cher Monsieur,

Comme suite à l'entretien que j'ai eu ici ce matin avec Monsieur Runcan, j'ai l'honneur de porter à votre connaissance les faits suivants :-

1. Dans une conférence qui a eu lieu à Bucarest en Juin ou en Juillet 1946, où assistaient moi-même, en ma qualité de représentant officiel de la JOINT et de la NCCM, en présence de M. Henri Joreanu, M. Basil Stefanescu et M. Romulus Runcan, tous les trois de la part des Usines ALAXA, et Monsieur Alexandri, ministre des Finances de Roumanie; il a été convenu, comme suite disposition officielle du Gouvernement Roumain que Monsieur Malaxa va être payé en Lei par le Ministère des Finances pour la grande Laminire ALAXA qui a été prise par l'URRS à titre de fourniture d'assistance, -- le ministre des Finances autorisa les Usines ALAXA de recevoir ces sommes contre paiement à Monsieur Malaxa par la NCCM et la JOINT, de leur équivalent en US Dollars ou en Francs Suisses respectivement à ~~Zurich~~ New York et à Zurich. On est arrivé à cet arrangement parce que le Ministère des Finances ne pouvait pas les devises nécessaires en US Dollars ou en Francs Suisses pour rembourser Monsieur Malaxa ainsi que prévu par la disposition officielle respective. Pour autoriser ce transfert, le ministre des Finances a fait émettre un Journal de Con-  
sultation des ministres qui autorise cette opération

M. Je déclare, en outre, que moi-même, comme représentant officiel en Roumanie de la JOINT et de la NCCM, a fait cet arrangement de transfert sur ma propre initiative et responsabilité

sans autorisation spéciale de mes Bureaux centraux et sans instructions des personnes particulières.

3. Tous les transferts successifs qui ont été faits sous cet accord, ont été effectués par, d'un part, M. Henri Soreanu, comme représentant des Usines Malaxa, et d'autre part, par moi-même, comme représentant officiel de la JOINT et de la HICEM en Roumanie.

Je regrette que jusqu'ici, je n'ai pas eu le plaisir de faire votre connaissance, mais j'espère faire un voyage bientôt à New York, et à cette occasion je ne manquerai pas de venir vous saluer.

Veuillez agréer, cher Monsieur, l'expression de mes sentiments très cordiaux.

  
S. Bertrand Jacobson  
Ancien Directeur de la JOINT et de la HICEM  
en Roumanie.



Hotel Savoy, Zurich,  
April 11, 1949

Nicolas Malaxa, Esq.,  
New York, N.Y.

Dear Mr. Malaxa:

As a result of the conversation I had here this morning with Mr. Rumcan, I have the honor to inform you of the following facts.

1. During a conference held in Bucarest in June or July, 1946, and which I attended as official representative of the JOINT and of the HICEM, and at which were also present Mr. Henri Soreanu, Mr. Basil Stefanescu, and Mr. Romulus Rumcan, acting as representatives of the Malaxa Works, and Mr. Alexandrini, Minister of Finance of Rumania, it was decided, as a result of the official decision of the Rumanian Government that Mr. Malaxa would be paid in Lei by the Ministry of Finance as a compensation for the large Malaxa rolling mill which was part of the supplies delivered to USSR under the terms of the Armistice. The Ministry of Finance authorized the Malaxa Works to receive these sums provided that their equivalent should be paid to Mr. Malaxa by the HICEM and the JOINT in U.S. dollars or Swiss francs in New York or in Zurich. This decision had been reached because the Ministry of Finance did not have at its disposal the necessary amount in U.S. dollars or Swiss francs in order to reimburse Mr. Malaxa as had been provided by the official decision.

In order to make the transfer possible, the Minister of Finance issued a "Journal of the Council of Ministers" which authorized this operation.

2. I Moreover declare that, acting in my capacity as official representative in Rumania of the JOINT and of HICEM, I made this transfer arrangement on my own initiative and responsibility, without special authorization of my Central services and without instructions from private persons.

3. All following transfers which took place under this agreement were made by Mr. Henri Soreanu, as representative of the Malaxa Works, on the one hand, and by myself as official representative of JOINT and HICEM in Rumania, on the other hand.

I regret not having yet had the pleasure of meeting you, but I hope to go to New York soon and will not fail to come and see you then.

Yours sincerely,

S. Bertrand Jacobson  
Former Manager of JOINT and HICEM  
in Rumania

45

QUESTION 3.

Question: Why is Mr. Malaxa active in controlling the Roumanian Government in exile?

Answer: Mr. Malaxa does not control and does not seek to control in any manner whatsoever the national Roumanian committee (The Roumanian Government in Exile).

Of the ten members making up this committee, Mr. Malaxa does not remember having ever known six of the members, that is to say MM. Niculesc-Buzesti, A. Popa, Farcasianu, Bianu, Zissu and Cretzianu.

He knows but has not seen for several years two of the members, that is to say MM. Visoianu, Caramfil.

He sees from time to time but only occasionally General Radescu and Mr. Gafencu.

Therefore, he only sees two of the ten members. Moreover, these two members never consulted him or ever attempted to seek his advice for the constitution of the committee or in problems of the committee, or in any political matters.

Under these conditions, it is obvious that he could not in any way have at his disposal a majority of the votes necessary to control such an organization.

It appears that the truth of the matter is that a close group made up of Mr. Cretzianu, Mr. Visoianu and Mr. Niculesc-Buzesti, which has an important sum of money belonging to the Roumanian State, provides means of subsistence to three members of the committee, Mr. Popa, Mr. Bianu and Mr. Zissu.

Under these circumstances, the freedom of action of the last three mentioned above is non-existent, and, the Cretzianu group, holding six of the ten votes, has the majority and, thus, control of the committee.

Mr. Malaxa has remitted, and still remits, monies to General Radescu for the purpose of assisting needy Roumanian victims of the communists, who in the majority of cases, are deprived of all means of subsistence.

Had he been pursuing political aims, he would have distributed the funds himself. This would have been ideal for him to place people under obligation to him, to bring them to him, and to form his own group. Had he pursued political ends, he would personally have handed sums over to the representatives of political parties.

Just because he has no such aims, he chose General Radescu. His authority and honesty are outstanding. It is because of these qualities as well as due to the fact that he does not have any political aims either, that he was chosen by Mr. Malaxa to handle this work.

Mr. Malaxa never asked General Radescu how he went about distributing the funds. He trusts his honesty and is sure that he will make good use of them.

This charitable work of Mr. Malaxa's is quite unrelated to the Roumanian committee. He had been doing it long before -- since early 1948 -- the committee existed and he went right on after it was established a few months ago.

As a matter of fact, Mr. Malaxa had such interests in the past. In Roumania, before the war, he directed, within the frameworks of his companies, a charitable committee which helped the poor through donations.

He made substantial donations to welfare works in Roumania, to the erection of hospitals, churches, etc..

His christian spirit impelled him to extend help to the Jews during the Nazi regime (see letter from Mr. Filderman, Exhibit A).

As a political belief, Mr. Malaxa thinks communism is a destructive social system.

At the present time, when the earth is divided into two worlds - the democratic world as exemplified by the U.S.A.; and - the communistic world as exemplified by Russia, he thinks it is the duty of every civilized being to be at the disposal of democracy, with all his means, in the fight against communism. Personally he is willing and ready to fulfill, in full measure, this duty without intending to participate actively in any political activity.

He is, in fact, an engineer and industrialist, and not a politician.

He has never been a member of any political party or political organization.

He has been a good Roumanian, for he has built up a great metallurgical industry in his country. He has created plants for the manufacture of locomotives, railroad cars, motors, armaments, seamless tubing, petroleum equipment, etc. Two of his plants near Bucharest cover 2,000,000 square feet under roof and employed about 10,000 workers.

In the United States Mr. Malaxa has no political activity whatsoever.

In this country where he has found hospitality and where he hopes to be permitted to continue his life, his great aim is to become a good American and to live the last years of his life here, and, using his sole ability as a technician and an industrialist, to engage in industrial activities.

His failure to do so up to date is largely due to the fact that he has been obliged, for more than a year and a half, to spend much of his time proving to various investigating bodies that he:

- the leading capitalist of his country,
- to which he did not return since he left,
- who has been deprived of his citizenship and
- who had the whole of his fortune confiscated,

IS ANTI-COMMUNIST

The two enclosed albums will perhaps give a better

idea of Mr. Malaxa's former activity and of what kind of activity he wishes to perform in the United States.

*Nicolae Malaxa*  
Nicolae Malaxa

Sworn to before me this  
15<sup>th</sup> day of September 1949

*Lucy C. Paganelli*  
Notary Public

LUCY C. PAPANELLI  
Notary Public, State of New York  
Residing in New York County  
N.Y. Co. Class. No. 198, Reg. No. 537-P-8  
Commission Expires March 30, 1950

CONFIDENTIAL

DR. W. HILDERMAN

Ex. A

Mr. RABBI STEPHEN WISE  
President of the Worlds Jewish Congress

NEW - YORK.

Dear Mister Wise,

It would have been important to examine personally with you and the other conductors of the World Jewish Congress, the new aspects of the Jewish problem in Roumenia.

But as the circumstances did not permit me to leave the country, I sent in due time to the Congress the necessary material.

I write to you to-day about a financial and commercial question. A delegation of great Roumanian manufacturers is going to set out for the United States in order to renew the commercial relations with you. Considering that these relations are of greatest importance for the Roumanian country as well as for the Roumanian Jews - which are now the greatest Jewish community in Europe - I took this opportunity to ask Mr. Malaxa to bring himself into contact with you.

Mr. Malaxa is the dominant personality of our industrial life. Creating numerous industries and works, he put thus the base of great industry in our country and he is here what is called in the United States "the king of the iron".

During the war, he himself and his great industrial creations had very much to suffer from the parts of the Hitlerists, who applied also in our country their well known methods.

The antipathy of the Germans was equally strong for the person of Mr. Malaxa as for his industries.

Because of the great Pipe-Work created by Mr. Malaxa, the products of the German Trust Mannesman were rejected from our market and equally by the creation of the great Malaxa works for locomotives and wagons the heavy German industries for similiary products loosed also the Roumanian market.

mwb



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Because of the great Pipe-Work created by Mr. Malaxa, the products of the German Trust Mannesman were rejected from our market and equally by the creation of the great Malaxa works for locomotives and wagons the heavy German industries for similar products loosed also the Roumanian market.

Aiming to revenge themselves and to safeguard their interests, the Germans tried by all means to destroy or to appropriate these works in order to assure by this way their exclusive domination of the south-east markets.

The Germans hated Mr. Malaxa personally because though he was cristian, he always contributed to the Palestine funds and to the funds to aid the poor Jews and the deported ones, showing himself in all circumstances as an adversary of the hitlerism. Therefore he had to suffer under the nazist regime as much as we, the Jews.

He was confined in a military prison and spoliated of his fortune, being forced the 19 February 1941 to present to the State, at that time controlled by the Germans, 50% of the share-stock of his companies, and the other 50% were expropriated by the State. In the expropriation Decree, it was established that the indemnity shall be paid only when the inquiry-commissions instituted by the hitlerist regime, will have fixed up the prejudices caused to the State by the contracts passed with the Malaxa Works. That meant the overtaking of these other 50% without any payment.

In order to destroy him entirely, they put in scene a process and a long inquiry of the secret service (Roumanian Gestapo) trying to prove the ridiculous assertion that Mr. Malaxa was a green-shirt (this after Marshal Antonescu - the Roumanian Führer - entered in a conflict with the green-shirts, who were the Roumanian nazists) and to establish that Mr. Malaxa spoliated the Roumanian State by his furnishings.

Though at that time the inquest-organs were trusty persons of the regime, desiring to serve it, they could not prove not even one of the accusations brought up against Mr. Malaxa. On the contrary, they established that Mr. Malaxa never had a relation with the green-shirt movement and that he did not prejudice in any way the Roumanian State.

Only after dramaticaly events and after the 23 August 1944, when the hitlerist-regime in Roumania was overthrown, Mr. Malaxa could recover the possession of his works.

M.F.

To give you an idea about what we have suffered and how much we had to fight, we the Jews, in those black times, we enclose the text of the draconic laws which were made on the purpose to destroy Mr. Malaxa. I think that nothing else could give you a more real picture of our sufferings as these documents which show all the torments endured by Roumanian anti-Semites.

Roumania, which as per the general meaning is one of the richest countries in Europe (I refer also to the publication of British Ministry of Economy after the first great-war), though all the legitimate burdens imposed by the Armistice Convention, may recover and together with the Jewish people be much impoverished. But this only when the trade would be again prosperous and especially if the United States would help us.

Mr. Malaxa comes to you to resolve also some personally questions besides the generally problems, but which are also intimately tied with the possibilities of our industries in the next future.

Mr. Malaxa wants also to buy engines for his works for approximately 1.500.000 dollars, which are blocated in your banks and which must, of course, be deolocated in order to assure the succes to the mission of the Roumanian manufacturers.

Mr. Malaxa has to resolve still other financial and industrial affairs which equally could interest your institutions. Among others he intends to interest one of your banks to the recovery of a debt of the Roumanian State towards him of 2.460.000 dollars, and about which he will give you himself a better information.

Calling your especial attention on the importance which has for us Mr. Malaxa's missions in the United States, I hope that his plans will interest also your financial and industrial circles.

I beg you warmly to use all your important connections to facilitate to Mr. Malaxa the necessary contacts in such a manner that his proposals shall be examined in a comprehensive spirit and all the good will.

I am convinced that if you will appreciate the importance which I give to this step and give to Mr. Malaxa your help, he

*ADW*

MR. W. FELDMAN

will succeed in his mission in the interest of my country, of the Jews and in the superior interest to assure the equilibrium of forces and the consolidation of the peace through financial and industrial american collaboration with Roumania.

Hoping to have soon the opportunity to see you, I thank you and I remain your

very sincerely,

*Paul Constantinescu*

ANNEX TO QUESTION 3.

RELATIONSHIP BETWEEN MR. MALAXA AND THE ROUMANIAN GOVERNMENTS AFTER 1944

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A. UNDER THE MONARCHY

(a). In Roumania (before his departure for the USA)

(1). The Sanatescu Government

Mr. Malaxa had no contact with the short-lived government presided over by General Sanatescu, as at that time he had not yet regained physical possession of his plants, which had been confiscated during the Nazi regime of Antonescu.

(2). The Radescu Government

With the government presided over by General Radescu, he had the following dealings:

(a). Soviet officials in Roumania requested Mr. Malaxa to sell his plants to the Soviet government in return for a payment to be made in foreign currency abroad. Mr. Malaxa rejected this offer.

Faced with this refusal, the Russians asked the Roumanian government to turn over the Malaxa tube mill to them, among the merchandise that Roumania was compelled to deliver to the Soviet Union in payment of the war debt as provided for in article 11 of the Armistice Convention.

Mr. Malaxa called upon General Radescu to ask him to refuse this request as running counter to the Armistice Convention, since the mill was not "merchandise" but rather an entity manufacturing "merchandise" (See memorandum relative to the tube mill).

(b). The second time he called on

General Radescu it was in order to request the latter to have his property rights respected and, accordingly, have the Roumanian Government return the plants to his possession.

The General was in agreement with this and, to that end, appointed the Under-Secretary of the Treasury, Mr. Emil Ghilezan, as head of a commission which was to arrange for the restitution of the plants and draw up the necessary documents for this transaction. From that date forward, Mr. Malaxa remained in contact with Mr. Ghilezan.

(3). The Groza Government

The administration which followed was the Groza government, or rather the Groza governments, as this administration put forward several successive cabinets. The first cabinet included the Tatarescu-wing liberals also.

Mr. Malaxa had known Mr. Tatarescu for a very long time. The latter had been several times a Prime Minister before the war. He also knew the Finance Minister, Mr. Durma, who was the General-Manager of one of the largest banks in Roumania, the Roumanian Credit Bank. The Under-Secretary of the Treasury, Mr. Alexandrini, had once been the attorney for one of the companies controlled by the Malaxa interests. Mr. Bejan, the National Economy Minister, belonged to Roumanian industrial circles. All of these were liberals.

Mr. Malaxa also knew Mr. Ralea, a university professor. Mr. Ralea had been one of King Carol's Ministers before the war. Therefore, nobody considered him a communist, but rather an opportunist.

Mr. Malaxa knew neither Mr. Gheorghiu-Dej, the Communications Minister, nor his assistant, Mr. Maurer. However, since he had resumed the management of his plants, and these worked to a very great extent for the railroads which, in Roumania, belong to the State and are under the jurisdiction of the Communications Ministry, Mr. Malaxa could not avoid having official dealings with both of them, as well as with the General Manager of the Railroads, Mr. Bernacki.

Mr. Malaxa's interviews with Mr. Gheorghiu-Dej took place on 4 or 5 occasions only, and those with his assistant, a few times more. All were in connection with the activities of the Malaxa Plants, except for the last two which Mr. Malaxa had with Mr. Gheorghiu-Dej and which were in regard to his departure for the United States.

It would be absurd to claim that Mr. Malaxa had had any dealings with these two gentlemen or any of the other communist chiefs, other than what was strictly necessary to insure his plants' activity. Furthermore, had Mr. Malaxa been looking for political contacts with the communists, he would surely have been able to meet the big communist leaders of Roumania. But Mr. Malaxa never met Vasile Luca, Teohari-Georgescu who was the Minister of the Interior, Bodnaras who was in charge of the Secret Police, etc. As far as Ana Paucker is concerned, he only met her once casually, at a dinner given by the President of the Roumanian Committee for the Armistice Enforcement.

Moreover, the other industrialists and business men of Roumania, in order to continue the activities of their various enterprises, also had dealings with the respective Ministers and officials, whether they were communists or not. What is more, for the same reason, a large number of them, Mr. Ausnit, for example, were active in ARLUS (Roumanian Association for Relations with the Soviet Union), in which Mr. Malaxa never participated.

The King himself was obliged to work with the communist Ministers for nearly three years (1945-1947); in spite of his feelings he had to maintain continuous relations with officials, both military and civilian, was obliged to accept their invitations, receive them at the Palace, both at official audiences and at receptions, dinners, hunts, etc. The others could but follow his example from the top.

At that time, when Mr. Malaxa, in his effort to save his own life and that of his family, as well as his fortune, was obliged to have contact with the Roumanian and Russian authorities, in spite of the danger he incurred, entrusted secretly American emissaries (USA) (such as Standard Oil of New Jersey, Col. McGlaßson, Col. Ide, Col. Tucker, Col. Morrin) and secretly negotiated, through them, for an American industrial group to participate in his plants.

In 1946, the Groza government was constituted such as had been decided, at the time of the Moscow conference (December 1945) by the USA, Great Britain and the USSR. The lack of equipment in Roumanian railroad shops became extremely critical. Efficiency was steadily on the down grade. Roumanian industrial equipment and railroad rolling stock had been considerably worn out during the war. On the other hand, Roumanian industry was obliged to work at full capacity or over in order to manufacture the goods that, according to the Armistice Convention, were to be delivered to the Russians as war reparations. The Russians directly supervised the activity of all the plants engaged in the manufacture of such goods and were particularly exacting concerning the quality and efficiency of production. To this end, Russian commissions were permanently attached to the plants and maintained close contact with the owners and managers. Moreover, in order to make good the tremendous losses caused by the war reparations and the Russian occupation, Roumania was obliged to consider new and important investments so as to make use of her vast unexploited potentialities. For these purposes, new industrial equipment had to be procured. Such supplies as were needed, were available only in the United States. However, dollars were lacking. The commercial attache of the United States at Bucharest, Mr. Emil Kekich, had published in January 1945, in the Roumanian newspaper "ARGUS", an article showing that it was U. S. policy to help rebuild the world economically. In his conversations with Roumanian industrialists and officials, Mr. Kekich had expressed his belief that Roumania also could benefit from



such a policy and that she should take a chance anyhow. Everybody in Bucharest appreciated the fact that this had to be tried and that Roumania should knock at the door of the USA.

The General Manager of the Railroads, who keenly felt the need for new equipment, held with insistence that it was necessary to send a delegation to the USA. Finally, his chiefs were convinced of the fact that this was really needed. Then Mr. Gheorghiu-Dej and Mr. Maurer appealed to Roumania's two most representative industrialists: Mr. Malaxa and Mr. Ausnit. They were asked to go to the United States, there to feel out the possibility of securing credits. They were to go as industrialists and not as government representatives, so that the government should not suffer the repercussions of a possible failure.

Although they were of the opinion that they had been chosen merely to be used as "instruments" due to the fact that private capitalists would be more welcome in the USA than government officials, they nevertheless accepted. They did so not only because in their position they could not refuse, but also because they had thus an opportunity to go to the USA. They were held in such suspicion that their departure was made conditional on their being accompanied by others, designated by the government, ostensibly to serve as technical advisers, but actually detailed to their person to watch over their every move.

Thus it was that on June 17, 1946, Messrs. Malaxa and Ausnit, with their escorts, left Roumania. Mr. Malaxa, as he left Roumania, had not been allowed to take his wife and son with him.

(b) IN THE UNITED STATES

From September 29, 1946 on, when Mr. Malaxa reached the United States, he has not left this country.

For reasons shown in the memorandum relative to the loan and the purchase of grain, Mr. Malaxa lent his assistance to this humanitarian work (see memorandum relative to the loan and purchase of grain).

It was insinuated that although in the USA, Mr. Malaxa continued to enjoy "favors" from the Roumanian government and especially benefit from the "protection" of Gheorghiu-Dej et Maurer.

The nature of his dealings with Roumanian officials up to the end of 1947, may be judged from the fact that the Roumanian government and especially Messrs. Gheorghiu-Dej et Maurer refused each and every one of his requests.

Thus:

(1) In June 1947, Mr. Malaxa requested permission for his son to leave Roumania. Permission was not granted but instead Mr. Malaxa was asked to return to Roumania.

(2) In August 1947, Mr. Malaxa signed a contract for industrial cooperation with International Harvester. After approval by the State Department, the contract was also to be approved by the Roumanian Government. This contract, as explained elsewhere, was of very great importance for Mr. Malaxa because it contained a clause whereby the Roumanian government, by approving it, undertook not to nationalize the plants for the next ten years to come. Furthermore, International Harvester was given the right to acquire a block of shares in the plants. Approval was refused, and the government reiterated its request that Mr. Malaxa return to Roumania (Exhibit No.1).

(3) Following decision #722 of the Council of Ministers, whereby the government had obligated itself to permit the Malaxa Corporation to make exports from Roumania, in order to recover a claim of \$2,460,000 the Malaxa Corporation had prepared for export a quantity of 2,000 tons of seamless tubes of its own manufacture. The tubes were ready and

since permission for export was to be granted in accordance with this decision, Mr. Malaxa sold the tubes to Mr. Ausnit on July 7, 1947. In the meantime, Mr. Gheorghiu-Dej had become Minister of National Economy (Industry) with Mr. Maurer still as his assistant. The requested permit was refused by them. As a result, Mr. Malaxa is now being sued by Mr. Ausnit in a New York Court and risks being obliged to pay \$200,000 in damages to the latter (Exhibit No. 2a and 2b). Mr. Malaxa has been informed that while his request for an export licence was refused, the same government is supposed to have granted to Mr. Ausnit, the necessary licences to export certain quantities of steel sheet from Roumania to Argentina.

(4) Toward the end of 1947, the Roumanian oil industry was in need of various kinds of equipment which it wished to purchase from the USA. Through the Washington Legation, the Roumanian government approached various American concerns. The Roumanian American Economic Corporation in which the Bethlehem Steel Corporation and Mr. Malaxa had interests, submitted an offer, Bethlehem Steel being a well-known producer of such equipment. This offer was at the lowest prices. In a planned economy such as that of Roumania, approval of imports, that is of purchases, was dependent on the Ministry of National Economy (Industry), headed, as already stated, by Mr. Gheorghiu-Dej and his assistant, Mr. Maurer. The relationship between these two gentlemen and Mr. Malaxa was such that the offer from the Roumanian American Economic Corporation was rejected and that, on the other hand, an offer was accepted from a Corporation in which, according to some rumors, Mr. Ausnit is supposed to have had some interests.

#### B. Under the Republic

(1) Ever since the establishment of the republic, Mr. Malaxa has had no further dealings whatsoever either with the Roumanian Minister or with any member of the Roumanian Legation or officialdom.

The nature of Mr. Malaxa's relations with the present Groza government is illustrated by the following facts:

(2) At the beginning of 1948, a violent press campaign war unleashed against Mr. Malaxa in the Bucharest newspapers.

Let us quote a few excerpts:

"Timpu" - January 1948

"When the Anglo-American bombardments of the capital took place, the Malaxa Works, in spite of the fact that they were occupied by the Germans and in spite of the fact that they were producing out war material, were spared."

(An article made at insinuating that, inspite of war necessities, the Anglo-Americans spared Mr. Malaxa, public enemy #1 of Communist Roumania).

"Timpu" - January 11, 1948

"The tie-Up

Between Carol II, Ausnit and Malaxa  
Backstage Information on the Big Deals of the Ex-Monarch  
The Fruitful Audiences of Malaxa and Ausnit at the Palace"

(This is cast aspersions on the Monarchy and the leading industrialists in the eyes of the world).

"Timpu" - January 1948

"The Life and Career of N. Malaxa  
The Only Adversary of the King's Ministry is Alienated"  
(This is what they call him)

"Timpu" - January 1948

"The Life and Career of N. Malaxa  
The Scandalous Contract  
Automotive Trains Rented by the Kilometer"

Briefly, Malaxa offered to construct a series of these trains which he would rent to the State. Not by the year, not by the month, but simply per kilometer. For every meter which these trains ran, so much was to be paid to Malaxa. The Minister of Communications and the Direction of the State Railways has concluded the most scandalous contract in the history of our country.

(This is a contract, in which the use of repair material is paid according to mileage, is common knowledge. From our information from the U.S.A., the Pullman Corporation has a similar contract with the U.S. Railroads.)

"Comunistul" - January 1948

"The affair between the young and good-looking monarch and the fair Irina

Malaxa is well-known. He has known the thrills of love and the boudoir in company of this typical representative of the grasping industry, N. Malaxa, who had thrown his child into a hopeless adventure succeeding thus in obtaining exceptional gains and advantages".

(Is there a more revolting insult which can be uttered against a father than these few dastardly words?) (Exhibit No. 3).

(3) It was clear that the object of the splash made by this press campaign was to create public opinion for the weighty measures which were to follow. It is clear that Mr. Malaxa's wife and son taking their very lives in their hands, had destined to flee Roumania (Exhibit No. 4).

We attach two certificates from the Aid Committee for Roumanian Refugees in Turkey, which confirm that, following the investigation conducted by the Turkish authorities, side by side with this committee, Mrs. Natalia Malaxa and her son Constantine Malaxa, fled from Constantza during the night of April 5th, 1948, by secretly boarding the Turkish ship "Yesil Tepe", with the captain's fullest consent. Mrs. Malaxa had donned men's clothes and wore windbreakers which belonged to the vessel's Turkish crew. She, however, obviously, was not known to the Constantza harbor authorities. They reached Istanbul on April 6, 1948.

(4) The Malaxa plants were nationalized some time later and when Mr. Malaxa was in the United States, he was deprived of all rights to compensation, by the Government. (Exhibit No. 5).

(5) Mr. Malaxa's closest associates were all sentenced for imaginary misdeeds, at trials having the familiar pattern of the "paper democracies". With two exceptions (those of Romulus Runcan and Stancu Andre, who managed to flee Roumania), they languish in Roumanian jails. (Exhibit No. 6).

(6) Finally, by decree No. 1.666 of September 30, 1948, Mr. Malaxa and his son were stripped of their Roumanian nationality and what remained of their property after the confiscation of the plants, also was confiscated (Exhibits Nos. 7a & 7b).

Mr. Malaxa's sisters were evacuated from his house which had been taken over by the Communists. According to the TIME magazine of *September 20, 1948*, Ana Paucker is supposed to have taken residence there. According to later information, the communists are supposed to have installed a club and lecture hall there.

And thus Mr. Malaxa found himself three times a victim of the second world war:

-The Nazis imprisoned him and confiscated his plants, which they themselves (the Roumanian government and the Herman Goering Werke) exploited for the duration of the war.

-The Russians took by force, from him alone, a complete plant, -the plant manufacturing large-sized tubes-, for which he was paid by the Roumanian government only at a very much later date, and them in lei, as were all the others whose property was turned over by the Roumanian government to the Russian government in payment of the war debt (article 11 of the armistice agreement).

-The Roumanian Communists, because he would not return from the USA,

- confiscated his entire fortune;
- took away his Roumanian citizenship;
- imprisoned his close associates;
- and, in order to save their life, his wife and son risked death by a secret flight from the country.

By definition a capitalist is an irreducible enemy of communism which in turn is his own most deadly enemy. This is no assertion, but rather an axiom.

A second cardinal truth is also axiomatic in character. Mr. Malaxa was the most important industrialist, the most typical capitalist in his country. Because of that, Mr. Malaxa was irremediably a foe of communism, and the communists are his most irreconcilable enemies. In his efforts to save his life, those of his closest relatives, and his property, Mr. Malaxa was compelled to have dealings with Roumanian communists and Russian officials who controlled his field of activity, i.e., Roumanian economy.

All this means that Mr. Malaxa and the communists are enemies and will remain enemies forever.

*Nicolae Malaxa*

Nicolae Malaxa

Subscribed and sworn to  
before me this 15<sup>th</sup> day  
of September, 1949.

*Lucy C. Paganelli*  
Notary Public

LUCY C. PAGANELLI  
Notary Public, State of New York  
Residing in New York County  
N. Y. Co. Ch. No. 136, Reg. No. 537, 788  
Commission Expires March 24, 1950

INTERNATIONAL HARVESTER COMPANY

180 NORTH MICHIGAN AVENUE

CHICAGO 1, ILLINOIS

G. C. HOYT  
EXECUTIVE VICE PRESIDENT

March 16, 1948

Mr. Frank J. Mannheim  
Lehman Brothers  
1 William Street  
New York 4, New York

Dear Mr. Mannheim:

Inasmuch as you were interested in connection with forming a company with Mr. Malaxa, we believe we should tell you that it was necessary for Mr. Malaxa to get approval by the Roumanian Government of the contract he entered into with our Company which was causing by us to Mr. Malaxa to enable him to manufacture a certain model of tractor and certain agricultural machines. Mr. Malaxa states that the changed policy of the Roumanian Government was the cause of this, and, therefore, he cancelled the contract we entered into with Mr. Malaxa and we have returned to him the amount of money which he originally paid us in connection with this contract.

Our contact with Mr. Malaxa throughout all of this matter was such that he conducted himself in a very proper and dignified manner with it.

Sincerely yours,





# INTERNATIONAL HARVESTER COMPANY

180 NORTH MICHIGAN AVENUE

CHICAGO 1, ILLINOIS

G. C. HOYT  
EXECUTIVE VICE PRESIDENT

August 19, 1947

Mr. Frank J. Maloney  
c/o Lehman Brothers  
1 William Street  
New York 4, N. Y.

My dear Mr. Maloney:

I acknowledge your letter of July 31,  
and in that regard you would be interested in knowing  
the reaction of our engineering department to our proposal to  
Mr. Maloney of the Department of Agriculture will find a copy of  
same.

We will go ahead with  
this proposal and the developments which will  
change our present position.

Very truly yours,



Enclosure

COPY

DEPARTMENT OF STATE  
WASHINGTON

August 15, 1947

Very truly yours,

Reference is made to the letter of July 29, 1947, to which is attached a copy of the proposed Internal Revenue and Customs Administration Bill, 1947, and the Department of State is pleased to inform you that the bill is now being processed in the Treasury.

Very truly yours,  
By the Secretary of State  
(signed) Dan P. Howe  
Assistant Chief  
Division of Commercial Policy

Mr. G. C. [Name] Vice President  
[Address]  
Chicago, Illinois

THIS AGREEMENT was made this 25<sup>th</sup> day of August, 1947 by and between International Harvester Company, a New Jersey corporation, party of the first part, hereinafter referred to as "HARVESTER," and H. Malaxa, acting both individually and on behalf and for H. Malaxa, S. A. R. - a Rumanian corporation, and H. Malaxa Uchea de Mădara SA Sclacarii, S. A. R. - a Rumanian corporation, of which corporations he is the President, jointly and severally, party of the second part, hereinafter referred to as "MALAXA."

**WITNESSETH:**

1. HARVESTER to furnish a complete set of blueprints and specifications as furnished by HARVESTER Engineering Department to HARVESTER Works for all the parts of the tractor and power unit and agricultural machines described below; also blueprints of special fits and fixtures as are required and as are available in HARVESTER mechanical engineering department; also manufacturing routing sheets as used by HARVESTER Works for the use by MALAXA for manufacture in Rumania of one of the following tractors:

- (a) Wheel-type tractor identified as HARVESTER farm tractor U-9
- or
- (b) Wheel-type tractor identified as HARVESTER farm tractor UD-9

also one of the following power units:

- (a) HARVESTER power unit U-9
- or
- (b) HARVESTER power unit UD-9

and the following agricultural machines:

- (c) No. 8 tractor h-disk, 3 and 4-furrow
- (f) No. 9-A tractor disk-harrow
- (g) No. 8 field cultivator
- (h) No. 2 4-section open and peg tooth harrow
- (i) Service parts for (a) and/or (c)
- (j) Service parts for (b) and/or (d)
- (k) Service parts for (e), (f), (g) and (h)

all as now produced by HARVESTER in the U.S.A., MALAXA to pay in advance for the above the sum of \$110,000.00 in U. S. funds.

2. HARVESTER to grant to MALAXA the exclusive right and license to manufacture and sell the tractor, power unit, agricultural machinery and service parts manufactured by him under this agreement for use only in Rumania and MALAXA to pay therefor as

follows:

**Minimum Guarantee:** As a guarantee of production of the products specified herein, MALAXA, for the year 1948 and each year thereafter during the life of this agreement, shall pay to HARVESTER \$11,900.00 in U. S. currency on or before January 1st of each respective year.

**Sum of Payment for Production:** In addition to the annual amount above provided,

MALAXA shall pay \$50.00 each for every tractor produced in excess of 200 per year  
\$10.00 each for every power unit in excess of 10 per year  
\$ 2.00 each for every No. 8 plow in excess of 200 per year  
\$ 2.00 each for every No. 9-A tractor disk harrow in excess of 200 per year.  
\$ 2.00 each for every No. 8 field cultivator in excess of 200 per year  
\$ 0.50 each for every No. 2 4-section open end peg tooth harrow in excess of 200 per year.

Payment for such production to be made at the end of each year and secured by deposit with HARVESTER as follows:

On or before January 1st each year, starting with 1948, MALAXA shall give to HARVESTER a written estimate of the total proposed production of products for the following twelve months and to the extent that such estimated production exceeds the following quantities:

200 tractors  
10 power units  
200 No. 8 plows  
200 No. 9-A tractor disk harrows  
200 No. 8 field cultivators  
200 No. 2 4-section open end peg tooth harrows

MALAXA shall, at the same time, deposit with HARVESTER an amount of U. S. dollars to cover the payments which would become due to HARVESTER if such production were actually made. Within 60 days after the end of each calendar year, MALAXA shall furnish HARVESTER a verified statement showing the actual production of products for the preceding twelve months and thereupon so much of the total deposit as shall represent sums due to HARVESTER for products upon which payments as above specified are to be made to HARVESTER, HARVESTER shall retain out of such deposit the payment so due it and the balance of said deposit shall be credited to MALAXA. In the event that the deposit shall not be adequate to cover payments due to HARVESTER, MALAXA shall, with the submission of such statement of actual production, pay to HARVESTER the amount due for such production in excess of the deposit.

3. HARVESTER to keep drawings, specifications and production data up to date by furnishing advice of changes to MALAXA as the same occur.

4. HARVESTER to be under no obligation to convert drawings, specifications and production data for adapting the items mentioned to Rumanian manufacture.

5. HARVESTER to supply specialists to give technical assistance to MALAXI and to assist in preparing the manufacture in Rumania. MALAXI to pay travel expense of such men and their wives and minor children, if any, if the men are married and decide their wives and children shall accompany them from the U.S. to Rumania and return, and living expense while in Rumania and compensation at the rate of \$10,000.00 per annum to each man in U. S. funds in the United States. These men are to remain in Rumania for such period of time as in the opinion of HARVESTER is deemed necessary. The number of such specialists shall be determined by HARVESTER in consultation with MALAXI.

6. As to any components of tractors and power units not manufactured by HARVESTER but procured from other sources for incorporation therein, HARVESTER will provide MALAXI with a list of such parts and a list of the suppliers of such parts.

7. MALAXI is to manufacture the tractor, power unit, agricultural machinery, and service parts in Rumania as nearly as possible in conformity to the design, quality, and workmanship of HARVESTER'S U. S. A. production.

8. MALAXI is to identify his products as follows:

- (a) Tractor as "MALAXI" - Manufactured by Malam under license from International Harvester Company - U. S. A.
- (b) Power unit as "MALAXI" - Manufactured by Malam under license from International Harvester Company - U. S. A.
- (c) Agricultural machinery as "MALAXI" - Manufactured by Malam under license from International Harvester Company - U. S. A.

9. HARVESTER to have such inspectors as it may designate in MALAXI'S plant for the purpose of inspecting MALAXI'S production of tractors, power units, agricultural machinery, and service parts and for such other purposes connected herewith as HARVESTER determines to be necessary.

10. MALAXI not to disclose or disseminate as to design, specifications or production data to the said firm or individuals to provide copies of the drawings, specifications or production data to others, except as may be necessary to secure materials and parts for his production.

11. MALAXI to furnish without charge to HARVESTER information as to any improvements in design or methods of production of his products covered hereby which may be developed by him.

12. If at this agreement has been signed by MALAXI and HARVESTER, MALAXI shall have the right to send representatives to HARVESTER for assembly of drawings, specifications and

13. MALAYA'S right and license to manufacture and sell products is confined exclusively for the use of such products in Rumania and not for export from that country. Should circumstances indicate desirability of manufacturing the products for export, the parties will negotiate the basis upon which such manufacture may be done.

14. All payments to be made to HARVESTER to be in U. S. funds and without deduction for Rumania governmental impositions, and if any such should be involved MALAYA is to discriminate so that HARVESTER will receive the full amounts respectively herein specified in this connection. MALAYA shall pay for the negotiations in connection with this agreement, MALAYA agrees to obtain U. S. dollars in the necessary amounts by concluding an agreement with the Rumania government for such amounts of foreign exchange as may be required, which foreign exchange will be obtained by the export of certain products other than those products to be manufactured under this agreement or by allocation of foreign exchange to MALAYA by the National Bank of Rumania or by other arrangements which may be concluded between the Rumania government and MALAYA, but in any event the MALAYA shall be responsible to obtain the full amount in the required amounts under this agreement, the sole responsibility.

15. MALAYA shall be responsible from the date of its assumption of this contract for the technical and industrial experience of MALAYA and his immediate collaborators and assistants and the operation of the machinery to manufacture the products in accordance with the

condition that MALAYA shall procure from the Rumania Government the necessary agreement of said government that it will not interfere with MALAYA company during the term of this contract.

16. MALAYA shall be responsible to obtain the necessary insurance from the Rumania government, and if for any reason the Rumania government withholds such HARVESTER shall not proceed.

17. MALAYA shall report to HARVESTER in regard to the following progress in manufacturing power units, agricultural machinery and

9. Number of units of tractors, power units and agricultural machines produced.

10. Approximate tonnage of service parts produced.

11. Information regarding the distribution and use of the products.

12. Additional reports on any matters in connection with the manufacture and sale of the products which will give HARVESTER detailed information as regards the progress and development of the manufacture and sale of the units by MALAXA.

20. HARVESTER shall have the right at its election to purchase an interest in MALAXA'S business on a reasonable purchase basis up to an amount to be mutually agreed upon by MALAXA and HARVESTER at the time of purchase.

21. Nothing in this agreement shall be held to preclude or restrict HARVESTER or any of its subsidiaries from importing, selling and distributing in America any of its or their products, whether or not the same as or similar to those covered by this agreement or otherwise.

22. In the event of any default on the part of MALAXA or breach of any one of the terms, conditions and warranties and/or covenants herein contained HARVESTER shall have the right at its election either to terminate this contract without prejudice to other and additional remedies or to seek specific performance or recover damages and such further or other relief at law or in equity as it may deem appropriate.

23. Upon such termination by HARVESTER, MALAXA shall turn over to HARVESTER or its designated representative all drawings, specifications, production data and other information pertaining to the products covered hereby, whether originally furnished by HARVESTER or prepared or copied in whole or in part by MALAXA for his production, and MALAXA shall thereupon cease the manufacture of tractors, power units and agricultural machinery and service parts embodying in whole or in part the design, specifications or mechanical features of HARVESTER'S products.

24. This contract is to be construed under the laws of the State of Illinois, United States of America.

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THIS AGREEMENT, made this 7<sup>th</sup> day of July, 1947, by and between N. MALAXA UzINE DE TUBURI SI OTELARII S.A.R., a corporation duly constituted and existing under the laws of and in the Kingdom of Roumania, of Bucharest, Roumania (hereinafter called the "Seller"), party of the first part, and OCCIDENTAL TRADING & INVEST<sup>ING</sup> CORPORATION, a New York corporation, of 522 Fifth Avenue, New York, N. Y. (hereinafter called the "Buyer"), party of the second part,

W I T N E S S E T H :

WHEREAS the Seller states that it is the owner, in Roumania, of certain Steel Pipe Works; and

WHEREAS the Seller states that it has heretofore filed an application for an export license for One Thousand (1,000) tons of steel tubes from Roumania, and further agrees to file promptly an application for a further export license for One Thousand tons;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, IT IS HEREBY AGREED AS FOLLOWS:

First. Subject to the issuance of an appropriate license by the Roumanian authorities having jurisdiction therefor, the Seller agrees to sell, and the Buyer agrees to buy, two thousand (2,000) tons of seamless steel gas tubes from one to two inches in diameter,--the Seller having a right to vary its specifications to its manufacturing facilities by excluding certain sizes and delivering a greater or lesser quantity of other sizes,--approximately twenty percent (20%) of which steel tubes are generally manufactured by the Seller in accordance with DIN

SECOND The Seller agrees to deliver said tubes as follows:

One thousand (1,000) tons of tubes in one or several installments, prior to October 31, 1947;

One thousand (1,000) tons of tubes in one or several installments prior to January 31, 1948.

THIRD The Seller agrees, from the time within the time limit set forth hereinabove for delivery, to serve the Buyer with the quantity of tubes, of not less than one hundred tons, is ready for shipment from Bucharest. The Seller further agrees to ship the tubes in writing that pursuant to the terms of this contract and steps to delivery of the tubes to the Buyer in Bulgaria, or if either the delivery may be at either Constantza or Varna, the Buyer agrees within fifteen days of the mailing of the invoice to the Buyer to have written instructions to the Seller to deliver a quantity of steel tubes to the Buyer at Constantza, Roumania, or Varna, Bulgaria, and to the Buyer at Constantza. The Buyer agrees with the Seller that the said factory will determine the quantity of tubes to be delivered to Constantza to be delivered to the Buyer at Constantza, and to deliver to the Seller within thirty days a written confirmation of the capacity of shipping the tubes, with any other conditions of delivery or of loss of delivery of the tubes, which is deemed complete delivery to the Buyer. The Seller shall be liable for any loss of tubes, whether or not the tubes are insured either by the Seller or by the Buyer, and the Seller may be.

Article 1. In consideration of the purchase the Buyer agrees, fifteen days after the mailing by the Seller to the Buyer of a written notice that a stated quantity of tubes is ready for shipment from Bucharest as provided in paragraph 1 of Article 2 of the Contract, to the Seller letters of credit in the amount of \$100,000.00, payable to the order of the Seller, issued by the International Bank of New York, 60 Wall Street, New York 17, New York, or its branch or correspondent bank in Bucharest, Romania, or any other bank in Bucharest, Romania, or any other city, as designated by the Seller, and accompanied by a properly endorsed bill of lading or negotiable warehouse receipt, or other document of title, shall be shipped, Consignee: Seller, to the Seller, as provided.

Article 2. The Seller shall ship to the Buyer in parts and parcels, by air, by sea, or by land, a quantity of tubes, the value of which shall not exceed \$100,000.00, as specified in the contract, and shall deliver to the Buyer, in full, the tubes specified in the contract.

Article 3. In the event of the failure of any part of the Buyer's bank to honor or cash the letter of credit, as provided in Article 1, the Seller shall be released from the event of the failure of the Buyer's bank to honor or cash the letter of credit, and the Seller shall be released from the obligation to ship the tubes to the Buyer. The Seller shall be released from the obligation to ship the tubes to the Buyer, without prejudice to the Seller's right to sue the Buyer for the amount of the letter of credit, under the law, in the country of the Buyer's bank.

Article 4. The Seller shall not be bound by any law, regulation, or administrative act, or by any

cause beyond Seller's control, including but not limited to strikes, fires, pestilence, riots, war and civil war.

**EIGHTH:** All notices required to be given hereunder by the Buyer to the Seller shall be given as follows:

- (a) By mailing in Bucharest, Roumania, a written notice to the Seller at 35A Boulevard Bratianu, Bucharest, Roumania, and
- (b) By mailing in New York a written notice to the Seller, c/o Phillips, Nizer, Benjamin & Krini, 1501 Broadway, New York City.

All notices required to be given hereunder by the Seller to the Buyer shall be given as follows:

- (a) By mailing in New York a written notice to the Buyer at its office located at 522 Fifth Avenue, New York City, and
- (b) By mailing in Bucharest, Roumania, a written notice addressed to Uzinde Metalurgice Unite Titan Nadrag Calan, Bucharest Campineanu #2, Bucharest, Roumania.

**NINTH:** This agreement and the covenants herein contained shall bind the respective parties hereto, and their respective successors and assigns.

**TENTH:** This agreement shall be governed by the laws of the State of New York, and the performance thereof by the laws of the Kingdom of Roumania.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

H. MILAXA UZINT DE NEUBURI  
SI OTELARII S.A.R.L.

OCCIDENTAL TRADING & INVESTING  
CORPORATION

By 

SUMMONS 280  
(With Notice—Supreme Court—Blank County)

"EXHIBIT A"

W. B. BREWER & CO., INC. PUBLISHERS NEW YORK  
21 BEAVER STREET 22 EAST 41ST STREET

Supreme Court of the State of New York  
COUNTY OF NEW YORK

MAX AUSNIT,

Plaintiff designates  
New York County,  
as the place of trial.

Plaintiff

Summons with Notice.

Against

NICOLA L. MARINO,

Defendant

To the above named Defendant:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorneys within twenty days after the service of this Summons, exclusive of the day of service. In case of your failure to appear, or answer, Judgment will be taken against you by default, for the relief demanded in the complaint.

Dated March 15, 1948.

DONOVAN LEISURE NEWTON LUMBARD & IRVINE  
Attorneys for Plaintiff  
Office and Post Office Address:  
(Give Street and Number)  
2 Wall Street,  
New York 5, N. Y.

Notice.

Take notice that upon your default to appear or answer the above Summons, Judgment will be taken against you for the sum of Two Hundred Thousand (\$200,000) Dollars, with interest from January 31, 1948 and with the cost of this action.

DONOVAN LEISURE NEWTON LUMBARD & IRVINE  
Attorneys for Plaintiff

Ex. 2.

# IRINA, DOLLY ȘI ELENA METRESELE ULTIMILOR REGI

## Escapadele nocturne ale „d-lui Popescu”. — Razie cu 50 bricheta. — Mihail I și-a făcut din prietenele de joacă, metresele de mai târziu

Ale verbi lui rău raportat...

...care la...

...caz al...

Arădea...

...ceasta...

...pe strada...

...de noaptea...

### O BRICHETA ȘI MAI MULTE AMORURI

Curtea princului Carol...

...la București...

...pe străzile...

...pe masa...

...pe masa...

### LA FAMILIA DE HOHENBERG

...pe străzile...

...pe masa...

...pe masa...

...pe masa...

...pe masa...

...curtea...

...pe strada...

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### LA FAMILIA FATA LA

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### UN AN ÎN BUCUREȘTI

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**DR. OH. ZYERCA**

București, Șosea...

**BOLI DE FEMEI**

Tratamentul...

**Cooperativa de consum Victoria**

**în București**

Comité d'assistance  
des réfugiés Roumains  
en Turquie

ISTANBUL, le 29 Juillet 1949  
No. 96.-

Madame Natalia N. Malaxa  
&  
Monsieur Constantin Malaxa  
1111 Fifth Avenue - New-York

Je vous prie de bien vouloir faire parvenir par joint,  
deux certificats de provenance de notre Comité et dont le texte expose  
les circonstances dans lesquelles vous avez quitté la Roumanie.-

Les certificats contenus dans le texte ont été obtenus  
à la suite de la demande faite, dès votre arrivée, par les AU-  
torités Turques, en vue de l'obtention de vos déclarations.

Les textes de ces certificats vous ont été remis par le service  
de votre Comité.

Je vous prie de bien vouloir agréer l'assurance de notre constante et très  
dévouée attention.



*[Signature]*  
Secrétaire

*[Signature]*  
(Dabeles)



CERTIFICAT

Des personnes âgées, faibles et malades de la famille de Madame NATALIA... ont été envoyées à Istanbul, au quartier de... réalité, cer-

Madame Natalia... Roumaine... ayant échappé... et continué... Autorités compétentes... réfugiés roumains... opposition... d'agents roumains... possibilité d'infirmer le réfugié, commis à une... en quête... à la fin.

Madame Natalia... été soumise... enquête.-  
Par conséquent... certifiée... responsabilité

que: Madame Natalia... (en 1892 à Paris, Russie), sans profession, avec... de domicile... épouse de Monsieur Nicola... à New-York- a quitté la Roumanie par... en s'embarquant clandestinement à bord du... avec trois autres réfugiés, à savoir: Constant... et Eugène Dimitriu.-

L'embarquement... durant la nuit et en plein accord avec le Capitaine... Les femmes étaient travesties en hommes et... mais de passavants appartenant à l'équipage... le passage a eu lieu à l'insu des autorités du port... à bord, les voyageurs ont gagné la cale du navire, chargé... de bois de construction.- Les passagers ont quitté... le navire se trouvait déjà loin des eaux territoriales.

Pour l'opération... le Capitaine du navire comme aussi tout l'équipage... respectés.

Madame Natalia... que les autres passagers sont arrivés à Istanbul dans... 6 Avril 1948 et, examinés, en notre présence, par les... locales.-



Madame Natalia Malaxa ne possédait aucun acte de voyage et après la fin de l'enquête, qui a conclu que la susnommée et les autres passagers ont quitté clandestinement la Roumanie fuyant la terreur communiste, elle a été laissée libre et prise sous l'assistance de ce Comité.

Le Comité d'assistance lui a délivré un certificat de réfugié et un passeport royal roumain (No. 26523) sur lequel on a obtenu le visa suisse. - Madame Natalia Malaxa a quitté par avion la Turquie, le 23 AVRIL 1948, à destination de la Suisse.

En conclusion:

- Madame Natalia N. Malaxa a quitté la Roumanie clandestinement, de la même façon que les autres réfugiés roumains, arrivés en Turquie à bord de navires turcs. -

- La susnommée est anticommuniste et a quitté la Roumanie pour sauver sa vie, étant donné qu'elle faisait partie d'une classe sociale condamnée à l'extermination, par les communistes et les occupants soviétiques. -

- Ses actes d'identité et de voyage lui ont été procurés par notre Comité d'assistance. -

- Les bruits lancés par certaines personnes malveillantes et irresponsables, comme quoi Madame Natalia N. Malaxa a quitté la Roumanie aidée par les gens du régime actuellement au pouvoir sont totalement faux et sans fondement. Ces bruits ont été lancés avec l'intention de lui créer des difficultés avec les Autorités du pays, dans lequel elle se trouve à présent. -

Le Comité d'assistance des réfugiés roumains en Turquie prie les Autorités compétentes des Etats-Unis d'Amérique de prendre en considération ce que nous venons d'attester ci-haut et de bien vouloir prendre sous sa protection Madame Natalia Malaxa, personne connue pour ses sentiments anticommunistes et antisoviétiques. - Ce Comité s'engage, en outre, à répondre de la personne et de la conduite de Madame Natalia N. Malaxa. -



Député Général,

(Masilache)

Le Secrétaire,

Court Abeles

(C. Abeles)

CERTIFICAT

Des bruits faux, lancés par des personnes irresponsables et mal intentionnées, ayant couru au sujet de la fuite de Roumanie de Monsieur CONSTANTIN MALAXA et pour ne pas donner lieu à des interprétations erronées de la part de ceux en droit de le faire, le Comité d'assistance des réfugiés roumains en Turquie, au courant de la réalité, certifie ce qui suit :

Ce Comité, formé de réfugiés roumains anticommunistes ayant échappé à la terreur rouge établie en Roumanie, a travaillé et continue toujours à travailler en étroite collaboration avec les autorités compétentes turques, pour l'identification et le triage des réfugiés roumains, ayant comme but principal l'opposition à l'infiltration d'agents communistes.

Afin d'éliminer toute possibilité d'infiltration, le réfugié, une fois arrivé en Turquie, est soumis à une minutieuse enquête à laquelle des membres du Comité collaborèrent du commencement à la fin.

M-r Constantin Malaxa a été soumis à une telle enquête.-

Par conséquent, nous pouvons certifier, en toute responsabilité que:

Monsieur Constantin Malaxa, - né en 1922 à Bucarest, ingénieur, avec comme dernière ville de domicile Bucarest, fils de Monsieur Nicolas Malaxa, domicilié actuellement à New-York, - a quitté la Roumanie par le port de Constantza, en s'embarquant clandestinement à bord du navire ture "Yedigöze", avec trois autres réfugiés, à savoir Natalia Malaxa, Alice Mikhalopol et Eugène Dimitriu.-

L'embarquement s'est effectué durant la nuit et en plein accord avec le Capitaine du navire. A cet effet, les femmes étaient travesties en hommes et tous, à l'exception, étaient munis de passavants appartenant à l'équipage du navire. Le passage a eu lieu à l'insu des autorités du port. Une fois à bord, les voyageurs ont gagné la cale du navire, chargée du transport de bois de construction. Les passagers ont quitté la cale lorsque le navire se trouvait déjà loin des eaux territoriales roumaines.-

Pour l'opération en question, le Capitaine du navire comme aussi tout l'équipage ont été récompensés.

Monsieur Constantin Malaxa ainsi que les autres passagers sont arrivés à Istanbul dans la journée du 6 Avril 1948 et, examinés, en notre présence, par les autorités compétentes locales.-

Monsieur Constantin Malaxa était en possession d'un faux passeport italien (sous le nom d'Emilio Rossi), sans toutefois le visa de sortie roumain, ce qui montre que ce passeport ne lui a pas servi pour sa fuite. - Une fois arrivé à Istanbul, les autorités locales ont permis son débarquement et après la fin de l'enquête - qui a conclu que le susnommé et les autres passagers ont quitté clandestinement la Roumanie devant la terreur communiste - il a été laissé et pris sous l'assistance de ce Comité. -

Le Comité d'assistance lui a délivré un certificat de réfugié et un passeport royal roumain (No. 26527) sur lequel on a obtenu le visa suisse. -

Etant donné que Constantin Malaxa avait été enregistré sur les feuilles de la Police, sous le nom d'Emilio Rossi, titulaire d'un passeport italien et, pour éviter les nouvelles formalités, les Autorités turques décidèrent qu'il voyagerait de Turquie en Suisse avec son passeport italien. - Une fois en Suisse, il utiliserait le passeport roumain qu'il avait sur lui.

Monsieur Constantin Malaxa a quitté la Turquie par avion, le 23 Avril 1948, à destination de la Suisse.

En conclusion:

- Monsieur Constantin Malaxa a quitté la Roumanie clandestinement de la même façon que les autres réfugiés roumains, arrivés en Turquie à bord de navires turcs. -

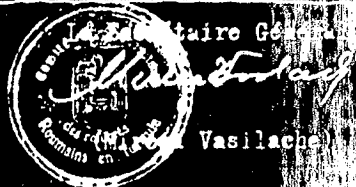
- Le susnommé est anti-communiste et a quitté la Roumanie pour sauver sa vie, étant donné qu'il appartenait à une classe sociale condamnée à l'extermination par les communistes et les occupants soviétiques. -

- Ses actes d'identité roumains, lui ont été procurés par notre Comité d'assistance. -

- Les bruits lancés par certaines personnes malveillantes et irresponsables, comme quoi Monsieur Constantin Malaxa aurait quitté la Roumanie aidé par les gens du régime actuellement au pouvoir sont totalement faux et sans fondement. Ces bruits ont été lancés avec l'intention de lui créer des difficultés avec les Autorités du pays, dans lequel il se trouve à présent.

Le Comité d'assistance des réfugiés roumains en Turquie prie les Autorités compétentes des Etats Unis d'Amérique de prendre en considération ce que nous venons d'exposer ci-haut et de bien vouloir prendre sous sa protection Monsieur Constantin Malaxa, personne connue pour ses sentiments anti-communistes et anti-soviétiques. -

Ce Comité s'engage à répondre de la personne et de la conduite de Monsieur Constantin Malaxa.



Vasilache

Le Secrétaire,

Costa Abete

(C. Abete)

Bezirksanwaltschaft  
Zürich

ZÜRICH, den 7. Mai 1948.

Buro 15

Unt.-Nr. 6035/48

Vertreter d. Angeklagten:

Vertreter d. Geschädigten:

Anklageschrift

an  
das Bezirksgericht Zürich

In Sachen

UNTERSCHWART ZÜRICH

Malax, Konstantin, von Bukarest (Rumänien),  
Maschinenbau-Ingenieur, geb.  
23. April 1922 in Bukarest, des  
Nikolaus und der Natalia geb.  
Grassow, ledig, keine Kinder,  
in der Schweiz nicht vorbe-  
struft, nicht bevormundet,  
Wohnschaft Grand Hotel Dolder,  
Zürich 7;

von 27. April 1948 16:30 Uhr bis 28. April 1948,  
16:30 Uhr 16:30 Uhr bis 17:00 Uhr

Lykia, Alina, geb. Constantinescu, Alice Jeanne,  
rumänische Staatsangehörige,  
ohne Beruf, geb. 11. Sept. 1922  
in Sălița (Rumänien), des  
Eusebius und Artemise-Ely  
geb. Melaiditi, geschieden von  
Paul Constantinescu, keine  
Kinder, in der Schweiz nicht  
vorbestraft, nicht bevormundet,  
Wohnschaft Grand Hotel Dolder,  
Zürich 7;

von 27. April 1948 16:30 Uhr bis 28. April 1948,  
16:30 Uhr 16:30 Uhr bis 17:00 Uhr

Die Angeklagten Constantin Malaxa und Alice Lykiardopol, beide rumänische Staatsangehörige, haben vorsätzlich und rechtswidrig am 23. April 1948, auf dem Luftweg von Istanbul herkommend, in Genf schweizerisches und in der Folge insbesondere auch stürkerisches Gebiet betreten und (bis zum 27. April 1948, in welchem Zeitpunkt sie sich freiwillig bei der Stadtpolizei Zürich stellten) rechtswidrig darin verweilt, indem sie die Einreise vollzogen und nach Zürich kamen, wo sie sich neithier aufhielten, ohne im Besitze eines erforderlichen (gültigen) rumänischen Reisepasses und eines (gültigen) Schweizer-Visums zu sein,

und haben ferner bei ihrer Einreise bei Genf in die Schweiz wissentlich von echten, jedoch verfälschten italienischen Reisepässen Gebrauch gemacht, indem sie dieselben als Ausweis - papier für ihre Person besaßen, nämlich der Angeklagte Malaxa einen italienischen Reisepass No. 349212 P Register No. 407 lautend auf Enrico Rossi, der aber zuvor mit seiner Foto (und auch sonst noch in mehrfacher Hinsicht verändert) versehen worden war, die Angeklagte Lykiardopol einen italienischen Pass No. 280745 P, Reg.No. 1015 lautend auf Maria Pavoni, der aber zuvor mit ihrer Foto versehen worden war.

Dadurch haben sich die beiden Angeklagten schuldig gemacht des rechtswidrigen Betretens der Schweiz und des rechtswidrigen Verweilens darin, sowie des wissentlichen Gebrauchs eines echten, jedoch verfälschten grenzpolizeilichen Ausweis-papiers im Sinne des Art. 1 Abs.II der VVO von 5.V.1933 zum BG über Aufenthalt und Niederlassung der Ausländer von 26.3.1931, Art. 1 und 2 des BPR über Einreise und Anmeldung der Ausländer vom 10.4.46, Art.23 Siff.1 Abs.I, III und IV des mit. BG, wehalb <sup>sie</sup> zu bestrafen sind in Anwendung der zuletzt angeführten Bestimmungen des mit. BGes. und Art. 48 Siff. 2 StGB.

ANTRAG: für beide Angeklagte eine Busse von je Fr. 2000.-

Bezirksanwaltschaft Zürich  
Büro 15

gk. Bismundick



Bezirksgericht Zürich

4. Abteilung

Kranen Nr. 535/48

Das Gericht

hat

in seiner Sitzung vom 8. Juni 1948, an welcher  
teilnahmen die Bezirksrichter:  
Vizepräsident Dr. Vogel, als Vorsitzender,  
BR Dr. Thürer und BR Hilty, sowie Substitut  
Dr. Seiler,

in Sachen

der Bezirksanwaltschaft Zürich, Büro 15,  
Bezirksanwalt Dr. K. Sandmeier, Untz.Nr. 6035/48  
Anklägerin,

gegen

1. M. A. L. A. E. Constantia, von Bukarest/Ru-  
mänien, Maschinen-  
bau-Ingenieur, geb. 25. April 1922 in Bukarest,  
des Nicolae u/8 Natalia geb. Grasescu, ledig,  
keine Kinder, in der Schweiz nicht verurteilt,  
nicht bevormundet, wohnhaft Grand Hotel Dolder,  
in Zürich 7  
vom 27. April 1948, 08.20 Uhr bis 28. April 1948  
16.50 Uhr in Relativverhaft

und

2. L. X. K. I. A. E. E. Constantinescu, Alice  
Jouane rumänische

nr 7

Staatsangehörige, ohne Beruf, geb. 11. September 1922 in Braila ( Rumänien ), des +Eroteristos u/s Artemise-Fly geb. Kolaiditi, geschieden von Paul Constantinescu, keine Kinder, in der Schweiz nicht verbestraft, nicht bevormundet, wohnhaft Brand Hotel Dolder, in Zürich 7;

von 27. April 1948, 08.20 Uhr bis 28. April 1948  
16.50 Uhr in Polizeiverhaft;

Angeklagte,

beide vertr. durch RA. Dr. Irzinger, in Zürich 1

betreffend rechtswidrigen Betreten der Schweiz und rechtswidrigen Verweilens darin, sowie des wissentlichen Gebrauchs eines echten, jedoch verfälschten fremdenpolizeilichen Anweisungspapiers.

Über folgende Anklage:

Die Angeklagten Constatin Malaxa und Alice Lybiarionel beide rumänische Staatsangehörige, haben veruntzählich und rechtswidrig am 25. April 1948, auf dem Luftweg von Istanbul kommend, in Genf schweizerisches Land in der Folge insbesondere nach südbayerisches Gebiet betreten und ( bis zum 27. April 1948, in welchem Zeitpunkt sie sich freiwillig bei der Stadtpolizei Zürich stellten ) rechtswidrig darin verweilt, indem sie die Einreise vollzogen, als nach Zürich kamen, wo sie sich seither aufhielten, ohne im Besitze eines erforderlichen ( gültigen ) rumänischen Reisepa-

see und eines ( gültigen ) Schweizer-Visums zu sein,

und haben ferner bei ihrer Einreise bei Genf in die Schweiz wissentlich von echten, jedoch verfälschten italienischen Reisepässen Gebrauch gemacht, indem sie dieselben als Ausweispapiere für ihre Person benutzten. Nämlich der Angeklagte Malaxa einen italienischen Reisepass Nr. 349212 P Register No. 107 lautend auf Emilio Rossi, der aber zuvor mit seiner Foto versehen ( und auch sonst noch in mehrfacher Hinsicht verändert ) worden war, die Angeklagte Lykiardopol einen italienischen Pass No. 280785 P, Reg. No. 1015 lautend auf Maria Pavoni, der aber zuvor mit ihrer Foto versehen worden war.

Dadurch haben sich die beiden Angeklagten schuldig gemacht des rechtswidrigen Betretens der Schweiz und des rechtswidrigen Verweilens darin, sowie des wissentlichen Gebrauchs eines echten, jedoch verfälschten fremdpolizeilichen Ausweispapiers im Sinne des Art. 1 Abs. II der VVO vom 5. Mai 1933 zum Verbot der Aufenthalt und Niederlassung der Ausländer vom 2. 5. 1931 Art. 1 und 2 des Bundesratsbeschlusses über Einreise und Anmeldung der Ausländer vom 10. 1. 1930 Art. 25 Ziff. 1 Abs. I, III, und IV, des zivilstrafrechtlichen wegen sie zu bestrafen sind in Anwendung der zuletzt angeführten Bestimmungen des zivilstrafrechtlichen Art. 48 Ziff. 2 StGB.

Strafantrag für beide Angeklagte eine Busse  
von je Fr. 2000.



1. Auf Grund der Akten, der mündlichen Verhandlung, sowie aus folgenden Gründen:

I. Die Angeklagten geben die ihnen in der Anklageschrift zur Last gelegten Handlungen vollumfänglich an. Ihr Geständnis steht mit dem Untersuchungsergebnis in Einklang. Sie sind demzufolge des rechtswidrigen Betretens der Schweiz und des rechtswidrigen Eintrags ins Reisepassbuch, sowie des wissentlichen Gebrauchs von gefälschten, jedoch verbleichten fremden Gütern, d. h. von Anzeispapieren im Sinne der in der Anklageschrift angeführten gesetzlichen Bestimmungen schuldig zu sprechen.

II. Für die Frage der Strafzumessung sind folgende Umstände zu berücksichtigen: Der Angeklagte Malara ist ein gebürtiger rumänischer Grossindustrieller, der im Jahr 1946 nach New York geflüchtet ist. Es ist als leicht verständlich anzusehen, dass er nach Rumänien zurückzukehren wollte, weil die Lykiardopol ist die Frau seiner ersten Malara. Auch sie stammt aus einer Familie von rumänischen Industriellen. Beide Angeklagten sind offensichtlich ersten bürgerlichen Standes. Es ist zwar aber eine gerichtsnötige Erwähnung, dass in Rumänien ein politisches Regime herrscht, dessen Programm die Ausmerzang der rumänischen Industrie vorsieht. Unter diesen Umständen ist es verständlich, dass die Angeklagten glauben, dass sie als politische Flüchtlinge nach der Schweiz fliehen mussten, um ihr Leben und ihre Freiheit zu retten.

Das es dem Angeklagten Malara gelungen war,

in Rumänien Pässe zu erhalten, verschafften sie sich verfälschte italienische Pässe, die aber nur zur Flucht aus Rumänien dienen sollten. In der Türkei, wohin sie zuerst flüchteten, lagen für sie echte rumänische Pässe bereit. Um ihren Land aussenpolitische Schwierigkeiten zu vermeiden, nütigten jedoch die türkischen Sicherheitsbehörden die beiden zur Weiterreise mit den gefälschten italienischen Pässen.

Von der Türkei flogen die beiden Angeklagten direkt nach der Schweiz. Hervorzuheben ist die Tatsache, dass sie, sobald sie in Zürich angekommen waren, sich mit den Behörden in Verbindung setzten, um ihre Angelegenheit ins Reine zu bringen. Zu Gunsten der Angeklagten spricht auch die Tatsache, dass sie von Anfang an geständig waren.

III. Abgesichts der besonderen Umstände, die die beiden Angeklagten zur Flucht aus Rumänien zwangen, hat ihr Verteidiger ihre Freisprechung beantragt, mit der Begründung, dass sie in einem Notstand gehandelt haben. Für den Fall der Abweisung dieses Antrages, stellte der Verteidiger das Eventualbegehren auf Herabsetzung der Basse.

Es ist anzunehmen, dass sich die Angeklagten in Rumänien in einer unmittelbaren Gefahr für ihr Leben und ihre Freiheit befanden und dass ihnen kein anderer Ausweg mehr blieb, als mit gefälschten Pässen aus dem Land zu fliehen. Nachdem sie aber Rumänien verlassen hatten, bestand keine unmittelbare Gefahr mehr, die sie gezwungen hätte mit ihren gefälschten

fassen in die Schweiz einzureisen. Die Umstände, die sie hiezu veranlasst haben sind durchaus verständlich, können aber unter den juristischen Begriff des Notstandes nicht subsumiert werden. Von einer Strafe kann daher nicht Umgang genommen werden.

Wenn auch von einem wirklichen Notstand nicht gesprochen werden kann, so habe die Angeklagten doch unter Umständen gehandelt, die ihr Verhalten als höchst gering erscheinen lassen. Wenn man zudem noch bedenkt, dass die Angeklagten sich nach ihrer Einreise in die Schweiz sofort bemühten, ihre Papiere wieder in Ordnung zu bringen, so muss eine Busse von je Fr. 2000.— als überhöht angesehen werden. Es lässt sich auch nicht rechtfertigen, die Braut des Angeklagten, die in der Schweiz angeblich kein Vermögen hat und die die Initiative in dieser ganzen Angelegenheit dem Angeklagten Malaxa überlassen hatte, mit einer gleich hohen Busse zu belegen.

Bei der Bestimmung des Bussenbetrages ist aber nicht nur das Verschulden der Täter, sondern auch ihre sonstigen Verhältnisse namentlich ihr Vermögen und ihr Einkommen zu berücksichtigen, und unter diesen Umständen erachtet das Gericht eine Busse von Fr. 1000.— für den Angeklagten Malaxa und Fr. 500.— für die Angeklagte Lykiar-Gopol als angemessene Sühne.

IV. Bei diesem Ausgang des Verfahrens werden die Angeklagten kostenpflichtig.

gefunden und erkannt :

1. Beide Angeklagten haben sich schuldig gemacht des rechtswidrigen Betretens der Schweiz und des rechtswidrigen Verweilens darin, sowie des wissentlichen Gebrauchs eines echten, jedoch verfälschten fremdenpolizeilichen Ausweispapiers im Sinne des Art. 1 Abs II der VVO vom 5. Mai 1933 zum BG über Aufenthalt und Niederlassung der Ausländer vom 26. März 1931 Art. 1 und 2 des Bundesratsbeschlusses über Einreise und Anmeldung der Ausländer vom 10. April 1946 Art. 23 Ziff. 1, Abs. I, III und IV des zitierten BG..

2. Es werden verurteilt:

a) Malaxa Constantin zu einer Basse von Fr. 1000.--,

b) Lykiardopol Alice Jeanne, zu einer Basse von Fr. 500.--.

3. Die Gerichtgebühren wird festgesetzt auf Fr. 40.-- ; die übrigen Kosten betragen:

Fr.	Vorladungsgebühr,
Fr.	Schreibgebühr,
Fr.	Stempel,
Fr.	Zustellungsgebühr & Porti,
Fr.	Untersuchungskosten,
Fr.	.....

4. Die Kosten werden zu zwei Drittel den Angeklagten Malaxa und zu einem Drittel der Angeklagten Lykiardopol auferlegt, unter Solidarhaft eines jeden für einen weiteren Drittel.

5. Schriftliche Mitteilung an die Bezirksanwaltschaft Zürich in dreifacher Ausfertigung, sowie im Dispositiv an die Angeklagten ( EA. Dr. Murgli übergeben ).

6. Die Berufung gegen dieses Urteil kann bei der Eröffnung mündlich oder innert fünf Tagen von der mündlichen Eröffnung an schriftlich beim Bezirksgericht Zürich erklärt werden.

Im Namen des Bezirksgericht Zürich

4. Abteilung

Der Vorsitzende :

Vogel.

Der Sekretär:

L. L.

## ARGENTINA AGREES ON AID FOOD PRICES

Economic Head States Accord Has Been Reached With U. S. on Market Figures

By MILTON BECKER  
Special to The New York Times

BUENOS AIRES, June 12.—On the eve of the departure for Argentina of former United States Assistant Secretary of the Army, H. Struve Hensel, an Argentine Secretary Marshall Plan mission, President Miguel Miranda of the National Economic Council declared today that he and the United States were in complete accord on an interpretation of the "market price" at which Argentina will sell foodstuffs under the Economic Cooperation Administration.

Señor Miranda yesterday saw United States Ambassador James Bruce and Julian Greshup, Economic Counselor of the United States Embassy. It is known that the Ambassador and Señor Miranda the strong possibility of eliminating any lingering doubts in the public mind that Argentina still proposed to hold the Marshall Plan buyers for prices such as those that have been charged in recent European negotiations.

Mr. Bruce himself has for some time had on President Peron's behalf, expressed his agreement with the principle that the market price for grain equalled the Chicago price plus the cost of transport to ports on the Gulf of Mexico.

But last week Señor Miranda quibbled. Today, without going into detail and still leaving the strong implication that he regarded as the true international price that offered by the highest bidder—he simply reiterated that there was unqualified accord between him and the United States envoy on the ticklish price question.

Not only that, but the Argentine economic chief said that Mr. Hensel would be welcome. He added that Argentina looked forward to collaborating with the Marshall Plan because in it lay the "salvation of the world."

This is certainly a far cry from the Miranda who, when signing a commercial treaty with Italy last October, declared that the Marshall Plan was essentially only a copy of the "Peron Plan" and that if the former did not get started soon, it would "miss the bus."

Mr. Bruce, who is a business man first and a diplomat second, nevertheless tends to credit Señor Miranda with absolute sincerity in this new position.

In the course of a press conference today, Señor Miranda also cleared up various other points. He said that the "study" of the means to liberalize the transfer of dollars from the country was continuing and that the matter of foreign exchange should be cleared up within a month.

Regarding the renewal of trade talks with Russia, he said it was his impression that the Soviet Union had initiated them though so far he had not been called in by the Foreign Ministry, where the talks had taken place.

He said he felt that the fuel shortage was the gravest single scarcity facing the country and confirmed that Argentina would get oil from Rumania in return for wool hides.

Similarly, he agreed that if Russia could provide oil for Argentina it was possible that a full-scale trade agreement would be facilitated. Argentina needed oil and

lacked dollars and if she could buy Russian oil without dollars she certainly would, he added.

In this connection, he asserted that Argentine military aviation—strictly military and exclusive of civil air transport—had actually used up 50 per cent of all gasoline used in the country.

## ECONOMIST OF LONDON GIVES TRUMAN 'CREDIT'

Special to The New York Times

LONDON, June 12.—The London Economist weekly, The Economist, gives President Truman today a relatively high rating for his performance in office.

In an article entitled "The Forgotten Man" the weekly says Mr. Truman has "some very solid achievements to his credit."

The writer, a member of The Economist's staff in the United States, adds, "If recent Republican action on reciprocal trade and appropriations for European recovery is a taste of what is coming during the next four years, it may not be long before the Truman Administration is remembered with nostalgia."

The Economist asserts that Mr. Truman has not "betrayed the Roosevelt ideal" and that his liberalism is as genuine as President Roosevelt's, but Mr. Truman fought union leaders more successfully than he saw what he regarded as a danger of public suffering from their acts.

"He has tried to work with a hostile Legislature and used the veto sparingly," the article concludes regarding Mr. Truman. "But spectacular achievement cannot compare with popular myth. The myth is that Mr. Truman has failed."

## AID TO EUROPE TO BE CUT

Better Crop Prospects Probably to Mean 20% Reduction

NEW BRUNSWICK, N. J., June 12 (AP)—A Department of Agriculture official said today Western Europe's crop prospects have improved to the point where United States shipments of grain beginning July 1 probably will be reduced about 20 per cent below last year's.

Nathan Koenig, executive assistant to the Secretary of Agriculture, told a conference of the New Jersey Agricultural Home Economics Extension Service that shipments of fats and oils also may be cut because of brightening prospects overseas.

"Our thinking now is that if present crop prospects abroad materialize, we will probably furnish the nations of Western Europe in 1948-49 with about 20 per cent less grain than we are shipping to them during the current year which ends June 30," Mr. Koenig said.

## RUMANIA TO PAY INDEMNITY

Nationalization Bill Provides for Commission of Three Judges

Special to The New York Times

BUCHAREST, Rumania, June 12.—The industrial nationalization bill voted yesterday by the National Assembly provided for indemnities to be paid from the future profits of the nationalized industries. The amount of these indemnities will be established by a commission of three magistrates, and no appeal from its decisions will be permitted.

Indemnities will not be granted to those who have left the country and have not returned. Among those affected are Nicolai Malaxa, principal shareholder in the Metallurgic factories, and Max Atanasiu, owner of the Titan Nadrag factories.

# CURIER JUDICIAR

## CONDAMNAREA FOȘTILOR CONDUCĂTORI AI SOCIETĂȚILOR „MALAKA”

Curierul penal nr. 11 a avut în vedere pe foștii conducători ai societăților „Malaka” și „Malakia” din Malaya, care au fost condamnați în urma procesului din anul 1948. În urma procesului din anul 1948, foștii conducători ai societăților „Malaka” și „Malakia” au fost condamnați la închisoare pentru că au fost implicați în activități de propagandă și de recrutare a forțelor armate ale Japoniei în timpul celui de-al doilea război mondial.

În urma procesului din anul 1948, foștii conducători ai societăților „Malaka” și „Malakia” au fost condamnați la închisoare pentru că au fost implicați în activități de propagandă și de recrutare a forțelor armate ale Japoniei în timpul celui de-al doilea război mondial. În urma procesului din anul 1948, foștii conducători ai societăților „Malaka” și „Malakia” au fost condamnați la închisoare pentru că au fost implicați în activități de propagandă și de recrutare a forțelor armate ale Japoniei în timpul celui de-al doilea război mondial.

Procesul a fost repetat spre judecarea în scopul IV-4. În acest scop a fost re-pedant și procesul de absoalție deschis contra coproprietarilor absoalți de către „Singapore” din str. Elizabeth Walkman 20 și a nume: Arnold Coban din str. Po-pa Nan, 88; Wechman Labin Gohder, din str. Vahari 16; Elizabeth Walkman 20. Ei sunt învinuiți de abuzarea mijloacelor naționale în aderări la conștientul făcut fabricii în ziua de 28 Februarie, au fost găsite 870 kg. alpin de rufe și 342 kg. alpin de bonetă, fabricate cu călcarea premergătoare confecționării decorațiilor Ministerului Nr. 2382 din 30 Martie 1946 și Nr. 1983 din 12 Februarie 1949. Astfel în răspunsul de rufe pro-

## DELAȘTAREA COȘTURA DE UN INVATAȚOR

Prin ordonanța de absoalție dată de judecătorul cob. 4 îndreptit, a fost eliberat în judecarea Tribunalului, pe baza nr. 225 cod penal, foștii învățători Cr. Mădăraș și com. Ochișor-Ilfov. Pe când era învinuit, fiind delictul înșelătorie cod. Penal, acesta a murit de sâmbătă din cauza unei boli.

Prin ordonanța de absoalție dată de judecătorul cob. 4 îndreptit, a fost eliberat în judecarea Tribunalului, pe baza nr. 225 cod penal, foștii învățători Cr. Mădăraș și com. Ochișor-Ilfov. Pe când era învinuit, fiind delictul înșelătorie cod. Penal, acesta a murit de sâmbătă din cauza unei boli.

## UN INDUSTRIAL CONDAMNAT PENTRU POSEDA DE MONEDĂ DE AUR

În urma procesului din anul 1948, un industrial a fost condamnat la închisoare pentru că a posesedat monedă de aur. În urma procesului din anul 1948, un industrial a fost condamnat la închisoare pentru că a posesedat monedă de aur.

Procesul a fost repetat spre judecarea în scopul IV-4. În acest scop a fost re-pedant și procesul de absoalție deschis contra coproprietarilor absoalți de către „Singapore” din str. Elizabeth Walkman 20 și a nume: Arnold Coban din str. Po-pa Nan, 88; Wechman Labin Gohder, din str. Vahari 16; Elizabeth Walkman 20. Ei sunt învinuiți de abuzarea mijloacelor naționale în aderări la conștientul făcut fabricii în ziua de 28 Februarie, au fost găsite 870 kg. alpin de rufe și 342 kg. alpin de bonetă, fabricate cu călcarea premergătoare confecționării decorațiilor Ministerului Nr. 2382 din 30 Martie 1946 și Nr. 1983 din 12 Februarie 1949. Astfel în răspunsul de rufe pro-

Prin ordonanța de absoalție dată de judecătorul cob. 4 îndreptit, a fost eliberat în judecarea Tribunalului, pe baza nr. 225 cod penal, foștii învățători Cr. Mădăraș și com. Ochișor-Ilfov. Pe când era învinuit, fiind delictul înșelătorie cod. Penal, acesta a murit de sâmbătă din cauza unei boli.

**MONITORUL OFICIAL Partea I B**  
**Dispozițiuni și publicațiuni care nu au caracter normativ**

**DECRETE PREZIDIALE****MINISTERUL AFACERILOR INTERNE**

**PREZIDIUL**  
**MARIU ADUNĂRI NAȚIONALE**  
**A REPUBLICII POPULARE ROMÂNE**

In temeiul art. 44, punctul 2 și 11, și art. 45 din Constituția Republicii Populare Române,

Având în vedere raportul d-lui ministru al afacerilor interne cu Nr. 27.380 din 1948;

In baza dispozițiilor art. 118 din legea Nr. 746 din 1946 pentru Statutul funcționarilor publici,

Decretează:

Art. I. D-l Radu Armand se numește, pe data de 1 Septembrie 1948, în funcțiunea de referent șef, categoria XVI, cu coeficientul de funcțiune 6,10, în postul vacant la Oficiul de Documentare și studii administrative din Ministerul Afacerilor Interne.

Art. II. D-l ministru al afacerilor interne este însărcinat cu executarea prezentului decret.

Dat în București la 25 Septembrie 1948.

**C. I. PARHON**  
**MARIN FLOREA IONESCU**  
 Ministru Afacerilor Interne,  
 Tochari Georgeasa

Nr. 1.643

**PREZIDIUL**  
**MARIU ADUNĂRI NAȚIONALE**  
**A REPUBLICII POPULARE ROMÂNE**

In temeiul art. 44, punctul 2 și 11, și art. 45 din Constituția Republicii Populare Române,

Având în vedere raportul d-lui ministru al afacerilor interne cu Nr. 29.451 din 1948;

In baza dispozițiilor art. 118 din legea Nr. 746 din 1946 pentru Statutul funcționarilor publici,

Decretează:

Art. I. D-l Jorbelea Petru se numește, pe data de 11 Septembrie 1948, în funcțiunea de prefect al județului Alba, în locul d-lui inspector administrativ Ștefănescu Ioan, a cărui delegațiune încetează.

Art. II. D-l ministru al afacerilor interne este însărcinat cu executarea prezentului decret.

Dat în București la 25 Septembrie 1948.

**C. I. PARHON**  
**MARIN FLOREA IONESCU**  
 Ministru Afacerilor Interne,  
 Tochari Georgeasa

Nr. 1.644

**MINISTERUL JUSTIȚIEI****PREZIDIUL**

**MARIU ADUNĂRI NAȚIONALE**  
**A REPUBLICII POPULARE ROMÂNE**

Văzând raportul d-lui ministru al Justiției,

Având în vedere dispozițiile deciziei Consiliului de Miniștri,

In temeiul art. 30 din decretul Nr. 126, din 9 Iulie 1948,

Decretează:

Art. I. Se retrage cetățenia română, în condițiile legii Nr. 126, publicată în Monitorul Oficial Nr. 154 din 1948, numiților:

Nicolas Malaxa, născut în Huși, județul Fălciu, la 11 Decembrie 1884, fost industriaș; Blanche Gafencu Ioana Lucia Dolette, născută în comuna Tohan, județul Buzău; Constantin Malaxa, născut în București, în anul 1922, cu ultimul domiciliu cunoscut în București, alea Alexandru Nr. 38; Alice Lichiardopol fostă Constantinescu, născută în Brăila, la 11 Decembrie 1922; Stefan Auznit, născut în Calafat, la 21 Martie 1924; Greceanu Lucian, inginer, cu ultimul domiciliu în București, alea Alexandru, Nr. 24; Ileana Greceanu, n. Romalo, născută în București, în anul 1910 și dr. Rudolf Czoll, născut în Brașov, la 25 Septembrie 1896, care s'au făcut vinovați de faptele prevăzute de art. 17 pct. 4, din legea citată.

Art. II. Auznet susnumiților va fi trecută în proprietatea Statului, în baza dispozițiilor art. 18 din legea Nr. 126 din 1948.

Art. III. D-l ministru al Justiției este împuternicit cu aducerea la îndeplinire a acestui decret.

Dat în București la 30 Septembrie 1948.

**C. I. PARHON**  
**MARIN FLOREA IONESCU**  
 Ministru Justiției,  
 Avram Basaciu

Nr. 1.664

**RECTIFICĂRI**

In Monitorul Oficial partea I, Nr. 225 din 28 Septembrie 1948, publicându-se cu erori și omisiuni de tipar, decretul de grațieri și reduceri de pedeapsă cu Nr. 1.639 din 23 Septembrie 1948, se fac cuvenitele rectificări și intercalări:

La pag. 7857, coloana I, rândul 16 de sus în jos, se va citi: „Gloară Aurel”, în loc de Gică Aurel.

Idem coloana II, rândul 26 de jos în sus, se va citi: „Legea Constantin”, în loc de Legea Constantin.

Idem coloana III, rândul 4 de sus în jos, se va citi: „Păun R. Constantin”, în loc de: Păun N. Constantin.

La pagina 7856, coloana III, rândul 37 de sus în jos, se va citi: „Bacă Nicolae”, în loc de: Bacă Nicolae.

La pagina 7859, coloana II, rândul 17 de sus în jos, se va citi: „Ciureanu Costică, grădinar, de restul ce mai”, în loc de Ciureanu Costică, de restul ce mai.

La pagina 7860, coloana II, rândul 92, de sus în jos, se va citi: „Tribunalul Militar Timișoara”, în loc de: Tribunalul Timișoara.

La pagina 7862, coloana I, rândul 3, de sus în jos, se va citi: „Tăftan Nicolae”, în loc de: Tăftan Nicolae.

Idem, coloana III, rândul 15 de jos în sus, se va citi: „Marțială a Corpului VII Armată”, în loc de: Marțială a Corpului VII Armată.

Idem, coloana III, rândul 8 de jos în sus, se va citi: „Curtea Marțială a Corpului V Teritorial”, în loc de: Curtea Marțială a Corpului V Teritorial.

La pagina 7863, coloana I, rândul 14 de sus în jos, se va citi: „Ksaco Lidia”, în loc de: Ksaco Lidia.

Idem, coloana I, rândul 29, de sus în jos, se va citi: „la care a fost condamnat”, în loc de: la care a fost condamnat.

Idem, coloana III, rândul 5, de jos în sus, se va citi: „Curtea Timișoara”, în loc de: Curtea Marțială Timișoara.

La pagina 7865, coloana II, rândul 21 de jos în sus se va citi: „închisoare corecțională, la care a fost condamnat”, în loc de: închisoare, la care a fost condamnat.

La pagina 7866, coloana I, rândul 18 de jos în sus, se va citi: „secția III civilo-corecțională, prin sentința Nr. ” în loc de: secția III civilo-corecțională Nr.

La pagina 7867, coloana I, rândurile 4, 5, 6 și 7, de sus în jos, se va citi: „la jumătate pedeapsă ce mai are de executat din pedeapsa de 2 ani închisoare corecțională, la care a fost condamnat de Judecătoria Bărbant-Gerji prin cartea de judecată Nr. 100/” în loc de: la jumătate pedeapsă de 6 ani închisoare corecțională, la care a fost condamnat de Tribunalul Tecuci prin sentința Nr. 879 din 1943.

La pagina 7868, coloana II, rândurile 32, 33, 34 și 35, de sus în jos, se va citi: „executat din pedeapsă de 3 ani și



The President of the Grand General  
Assembly of the Romanian People's  
Republic.

HAVING taken cognizance of the report of the Minister of Justice,

WITH DUE REGARD for the provisions of the decision taken by the Council of Ministers,

IN VIRTUE OF ARTICLE 30 of decree No.125 of July 9, 1948

IT IS DECREED AS FOLLOWS:

Art. 1. - The Romanian nationality of the following is withdrawn, in accordance with the provisions of Law No. 125, published in the Official Gazette, No. 154, of 1948:

Nicolae MALAYA, born at Eugi, district of Falciu, December 11, 1884, a former industrialist.

Blanche GAFEGU (Ioana Lucia Doleste) born in the township of Tohan, district of Buzan.

Constantin MALAYA, born at Bucarest in 1922, last known place of residence and abode at Bucarest, 38 Aleea Alexandru.

Alice LICHYARDOPOL, ex-Constantinescu, born at Braila on December 11, 1922.

Stefan AUSNIT, born at Galatz, on March 2, 1924.

Lucian GRECEANU, engineer, last known place of residence and abode at Bucarest, 24 Aleea Alexandru.

Ileana GRECEANU, née Romalo at Bucharest in 1910.

Dr. Rudolf SZKEL, born at Brasov, September 25, 1896.

who have been guilty of the acts provided for in Article 17, para. 4, of the above-mentioned law.

Art. 2. - The property of the above shall become State property in compliance with the provisions of Art. 18 of Law No. 125 of 1948.

Art. 3. - The Minister of Justice shall implement this decree.

Made at Bucharest, September 30, 1948

signed: C.I. PARHON

signed: Mariu Florea IONESCU

signed: The Minister of Justice  
Avram BUNACHE

Exh. 76

### ROMANIANS PUNISHED

Bucharest, Oct. 5 (A. P.)—A number of prominent Romanians were deprived of their citizenship by decree today. Their fortunes in Romania were confiscated.

Among them was Nicolaie Malaxa, owner of the largest locomotive plant in Romania, and its only tube factory. He has been in New York two years. His wife, his son, Constantine, and the younger Malaxa's fiancee left Romania to join Malaxa. The son and his fiancee, Miss Alice Lichiardetol, also lost their citizenship, but Mrs. Malaxa was not mentioned. The Romanians were accused of diverse activities against the new Communist State. Some were accused also of crossing the frontier illegally.

Stefan Ausnit, son of Max Ausnit, another important industrialist, also lost his citizenship. He has been in New York. The decree also included Gafencu, wife of former minister Grefor, and Gafencu, former minister in Romania, and Rudolf Czoll, an auto owner at Brasov.

QUESTION 4.

Question: What is the story of Malaxa and Ausnit, Malaxa's mortal enemy, getting together?

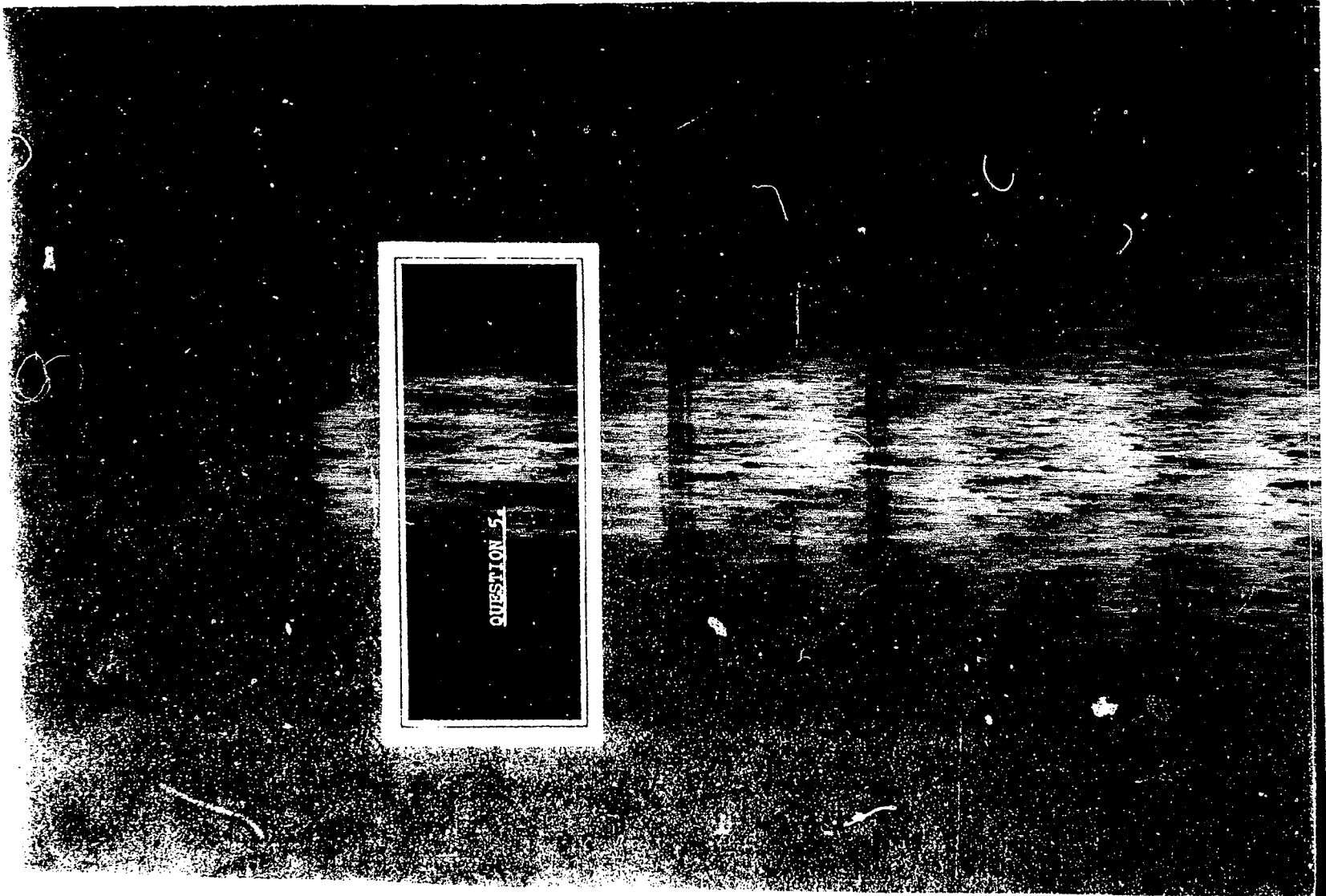
Answer: Mr. Malaxa and Mr. Ausnit have not gotten together. It is true that they, temporarily, buried their differences during certain joint efforts to help Roumania. These efforts are described in the answer to question Number 1. They were joint members of the Commission selected to come to the United States on behalf of Roumania. It would not have been helpful to the work of the Commission as a whole if their basic differences had been aired at that time.

*Nicolae Malaxa*  
Nicolae Malaxa

Sworn to before me this  
15<sup>th</sup> day of September, 1949.

*Luce C. Pasanelli*  
Notary Public

LUCE C. PASANELLI  
Notary Public, State of New York  
Qualified in New York County  
N.Y. CHIC. No. 126, Exp. No. 517, P.S.  
Commission Expires March 20, 1950



QUESTION 5

In order to reach a proper understanding of what follows, the following facts should be borne in mind:

(1) When Mr. Malaxa left Roumania in 1946, he was not permitted to take his wife and son with him, and they remained behind. He was obsessed with the thought of saving them.

(2) The Malaxa family had not yet been confiscated. In a regime of planned economy which prevailed in Roumania, their activity was entirely dependent on the government, namely the Ministries of National Economy (Industry and Communications) for which they worked.

In view of the above, he was compelled to do his best to maintain some modus-vivendi with the Roumanian authorities.

A. Remittances to the Roumanian Legation in Washington

Mr. Malaxa does not send any money to the Roumanian Legation in Washington or to any of his relatives. In the past he has advanced money in the following instances for the following reasons indicated below.

(1) At the beginning of 1947, when the loan for the purchase of grain was made, the Legation was in urgent need of \$10,000.00 to be given as a retainer fee to the firm of Pehle and Lesser of Washington. Having no dollars available, he turned to Mr. Malaxa requesting of him a loan of \$10,000.00 to be reimbursed at a later date. Under the then existing conditions he could not refuse this request. This sum has not as yet been reimbursed and Mr. Malaxa will be obliged to file suit.

(2) In August 1947, Mr. Malaxa had signed an agreement with INTERNATIONAL HARVESTER for technical cooperation. This contract

had been approved by the State Department (Exhibit No. 1a and 1b) and had to be approved by the Roumanian government also. This contract was of extreme importance for Mr. Malaxa because:

(a) It contained a clause whereby the Roumanian government, in approving this contract, undertook not to nationalize his plants for ten years.

(b) It granted to INTERNATIONAL HARVESTER the right to acquire a block of shares in the Malaxa plants and, therefore, as a consequence, to reinforce United States economic penetration into Roumanian industry.

As was only to be expected, Mr. Malaxa wished to obtain Roumanian approval as soon as possible. The Legation agreed to send this contract by courier to Bucharest. Mr. Malaxa to bear the cost of the trip. Mr. Malaxa remained in New York toward this end. The courier was Mr. Lazareanu.

Approval by the Roumanian government was refused. (Exhibit No. 1-c).

(3) In 1947, on his journey to Roumania, Mr. P. Riposanu sold an automobile to the Malaxa plants. At the request of the plant managers, Mr. Malaxa paid to Mr. Riposanu in Washington, the price of \$1,825.

#### B. Jewelry?

Mr. Malaxa never paid the traveling expenses to Bucharest for any member of the Legation's personnel to bring jewelry or other gifts to anyone whatsoever.

In June 1947, Mr. Ralea, then Minister of Roumania, left New York for Bucharest.

Having negotiated the loan and having assured the expedition of seed grain for Roumania had won for Mr. Ralea a great personal success.

In view of the assistance which Mr. Malaxa had given to the negotiations, Mr. Ralea promised Mr. Malaxa to take the necessary action in the right circles in Roumania to obtain permission for Mr. Malaxa's son to leave the country. Mr. Malaxa used as a basis for this request his strong desire to have his son pursue his studies at the Zurich Polytechnic Institute in Switzerland. Mr. Ralea, in promising his cooperation in this matter, asked Mr. Malaxa to put at his disposal an automobile and a certain number of articles of small value, which would serve more or less as proof of attention on his part and which he, Ralea, would give to whomever he thought necessary for the purpose of having Mr. Malaxa's request granted.

At that time, permission to leave Roumania could only be obtained through payments of large sums of money. The Roumanian newspaper "America" No. 95 of August 18, 1949 (Exhibit No. 2), gives an example of two Roumanians who had to pay very large amounts (one of them paid \$150,000.00) in order to get permission to leave the country. Mr. Malaxa received several propositions whereby his son could leave Roumania clandestinely and he was asked to pay up to \$130,000.00 for this.

As we shall see below, Mr. Malaxa was ready, some time later, to give up his factories, worth some tens of millions of dollars, in return for permission for his wife and son to leave Roumania.

In order to save the lives of his wife and son, he considered that everything should be tried and any means were permissible. Since he had been ready to make such a large sacrifice it was only natural that he gamble a few thousand dollars, and so put at the disposal of Mr. Ralea an automobile and Dunhill articles, such as lighters, of a



total value of \$1,403.00, as well as the articles underlined in red on the bill from Cartier. (Exhibit No. 3).

Three of these articles, that is the brooch marked "X" and the two cigarette holders marked "XX" and "XXX", Mr. Ralea gave to no-one but instead remitted them to Mr. Malaxa's wife and son in Bucharest. The others, worth about \$7,000.00 were given to different persons. When Mr. Ralea returned to the United States, he told Mr. Malaxa that the small brooch marked "XXXX", worth \$218.00, had been given to Ana Paucker. Mr. Malaxa was surprized as the only time in his life he had seen Ana Paucker, and that casually, was on the occasion of a dinner given by the President of the Roumanian Committee for the Application of the Armistice Convention.

In spite of these gestures, Mr. Malaxa's son did not receive permission to leave.

However, the result of this was only to whet the appetite. Several months later, certain persons, claiming to be authorized, proposed a transaction to Mr. Malaxa by which his family and associates would receive the right to leave the country in return for his ceding, gratuitously, a large block of shares in his corporations. He was ready to negotiate such a transaction and, to this end, his attorney, Mr. Thomas Finletter, was to leave for Paris to sign the respective papers in Mr. Malaxa's name. Before Mr. Malaxa had had time to answer, the demands were raised, all the stock of the factories now being asked. In order to save the life of his people Mr. Malaxa was prepared to make this sacrifice but, once again, the demands were increased: Now the factories in their entirety, as well as certain sums of money in foreign currency, were asked.

Mr. Malaxa would not accept such a formula and his wife and

son were forced to try to escape clandestinely, and later they succeeded in escaping secretly. (Letter addressed to the State Department, by Mr. Finletter, Exhibit No. 4.).

Two of his associates, Mr. Romulus Runcan and Mr. Stefan Ejure, also succeeded in escaping. The others were imprisoned and are now languishing in various prisons of Roumania.

#### Automobiles

There prevailed a great scarcity of automobiles in Roumania in 1946. The Russians had taken enormous numbers of them away, and the remaining ones were old and worn out.

Since the United States is the home of the automotive industry, it was natural that everybody should wish to secure cars from this country. But dollars were lacking because those Roumania had, had been blocked during the war and after the armistice, and she no longer was in a position to secure any more.

Mr. Malaxa, whose wealth was known to everybody and who had foreign currency available, was in the United States.

(a) That is why when King Michael wanted to buy a Cadillac in 1947, Mr. Malaxa was asked to advance the necessary funds. Furthermore, Mr. Malaxa had already been asked, before his departure from Roumania, to send the King an airplane, which was to be the fastest civilian airplane existing at that time, as well as other articles (Exhibit No. 5). Mr. Malaxa, fearful for the King's life because of his recklessness inherent to youth, did not send the airplane, but did send the other articles and, before that, on other occasions, had given the King a Mercedes automobile, shot-guns, etc.

(b) Similarly, the Communications' Ministry on whom

the Malaxa Works depended for its activity, as bears repeating, also needed an automobile and for the same reasons appealed to Mr. Malaxa. For the motives outlined above, it would have been all but impossible for Mr. Malaxa to turn down any one of these requests.

Besides, those were not gifts, but advances, loans so to speak.

Furthermore, the fact that these were not personal gifts also can be demonstrated by the failure on the part of the Ministry, or the Ministers, to use this car. It was later learnt that this automobile as well as that placed at the disposal of Mr. Ralea, were being used only for the reception of the country's guests.

The sum advanced for the purchase of the King's automobile was repaid some time later. The sum advanced for the automobile of the Communications Ministry was never reimbursed. Mr. Malaxa will be obliged to file suit for repayment of this sum as well as that noted in paragraph A-1.

(c) Mr. Malaxa never made any gift neither of an automobile or of anything whatsoever, to any official or dignitary having any part in the government of the United States of America. If rumors of this kind do exist, they are based entirely on misinformation.

Mr. Malaxa did, in fact, give an automobile to Mr. Pehle, former Assistant-Secretary of the Treasury, but only long after that gentleman had left this position and had returned to private practice as a private lawyer and, in such capacity, retained by Mr. Malaxa. This automobile represents supplementary remuneration for professional services rendered.

Other Americans receiving automobiles from Mr. Malaxa are Mr. Lauren, Mr. Rosenstein, Mr. Manheim and Mr. Holder, none of which

had ever had official status. There were no others.

*Nicblae Malara*

Nicblae Malara

Sworn to before me this  
15<sup>th</sup> day of September,  
1949.

Lucy C. Paganelli  
Notary Public

LUCY C. PAGANELLI  
Notary Public, State of New York  
Residing in New York County  
N.Y.C. Chs. No. 198, Reg. No. 537-P-9  
Commission Expires March 28, 1950

THIS AGREEMENT made this 25<sup>th</sup> day of August, 1947 by and between International Harvester Company, a New Jersey corporation, party of the first part, hereinafter referred to as "HARVESTER," and N. Malaxa, acting both individually and on behalf and for N. Malaxa, S. A. R. - a Rumanian corporation, and N. Malaxa Urine de Tuburi Si Otelarii, S. A. R. - a Rumanian corporation, of which corporations he is the President, jointly and severally, party of the second part, hereinafter referred to as "MALAXA."

WITNESSETH:

1. HARVESTER to furnish a complete set of blueprints and specifications as furnished by HARVESTER engineering department to HARVESTER Works for all the parts of the tractor and power unit and agricultural machines described below; also blueprints of special jigs and fixtures as are required and as are available in HARVESTER mechanical engineering department; also manufacturing routing sheets as used by HARVESTER Works for the use by MALAXA for manufacture in Rumania of one of the following tractors:

- (a) Wheel-type tractor identified as HARVESTER farm tractor U-9
- or
- (b) Wheel-type tractor identified as HARVESTER farm tractor UD-9

also one of the following power units:

- (c) HARVESTER power unit U-9
- or
- (d) HARVESTER power unit UD-9

and the following agricultural machines:

- (e) No. 8 tractor plow, 3 and 4-furrow
- (f) No. 9-A tractor disk harrow
- (g) No. 8 field cultivator
- (h) No. 2 4-section open and peg tooth harrow
  
- (i) Service parts for (a) and/or (c)
- (j) Service parts for (b) and/or (d)
- (k) Service parts for (e), (f), (g) and (h)

all as now produced by HARVESTER in the U.S.A., MALAXA to pay in advance for the above the sum of \$110,000.00 in U. S. funds.

2. HARVESTER to grant to MALAXA the exclusive right and license to manufacture and sell the tractor, power unit, agricultural machinery and service parts manufactured by him under this agreement for use only in Rumania and MALAXA to pay therefor as

follows:

Minimum Guarantee: As a guarantee of production of the products specified herein, MALAXA, for the year 1948 and each year thereafter during the life of this agreement, shall pay to HARVESTER \$11,900.00 in U. S. currency on or before January 1st of each respective year.

Terms of Payment for Production: In addition to the annual amount above provided, MALAXA shall pay \$50.00 cash for every tractor produced in excess of 200 per year  
\$10.00 cash for every power unit in excess of 10 per year  
\$ 2.00 cash for every No. 8 plow in excess of 200 per year  
\$ 2.00 cash for every No. 9-1 tractor disk harrow in excess of 200 per year.  
\$ 2.00 cash for every No. 8 field cultivator in excess of 200 per year  
\$ 0.50 cash for every No. 2 4-section open end peg teeth harrow in excess of 200 per year.

Payment for such production to be made at the end of each year and secured by deposit with HARVESTER as follows:

On or before January 1st each year, starting with 1948, MALAXA shall give to HARVESTER a written estimate of the total proposed production of products for the following twelve months and to the extent that such estimated production exceeds the following quantities:

200 tractors  
10 power units  
200 No. 8 plows  
200 No. 9-1 tractor disk harrows  
200 No. 8 field cultivators  
200 No. 2 4-section open end peg teeth harrows

MALAXA shall, at the same time, deposit with HARVESTER an amount of U. S. dollars to cover the payments which would become due to HARVESTER if such production were actually made. Within 60 days after the end of each calendar year, MALAXA shall furnish HARVESTER a verified statement showing the actual production of products for the preceding twelve months and thereupon so much of the total deposit as shall represent sums due to HARVESTER for products upon which payments as above specified are to be made to HARVESTER, HARVESTER shall retain out of such deposit the payment so due it and the balance of said deposit shall be credited to MALAXA. In the event that the deposit shall not be adequate to cover payments due to HARVESTER, MALAXA shall, with the submission of such statement of actual production, pay to HARVESTER the amount due for such production in excess of the deposit.

3. HARVESTER to keep drawings, specifications and production data up to date by furnishing advice of changes to MALAXA as the same occur.

4. HARVESTER to be under no obligation to convert drawings, specifications and production data for adapting the items mentioned to Rumanian manufacture.

5. HARVESTER to supply specialists to give technical assistance to MALAXA and to assist in preparing the manufacture in Rumania, MALAXA to pay travel expense of such men and their wives and minor children, if any, if the men are married and decide their wives and children shall accompany them from the U.S. to Rumania and return, and living expenses while in Rumania and compensation at the rate of \$10,000.00 per annum to each man in U. S. funds in the United States. These men are to remain in Rumania for such period of time as in the opinion of HARVESTER is deemed necessary. The number of such specialists shall be determined by HARVESTER in consultation with MALAXA.

6. As to any components of tractors and power units not manufactured by HARVESTER but procured from other sources for incorporation therein, HARVESTER will provide MALAXA with a list of such parts and a list of the suppliers of such parts.

7. MALAXA is to manufacture the tractor, power unit, agricultural machinery, and service parts in Rumania as nearly as possible in conformity to the design, quality, and workmanship of HARVESTER'S U. S. A. production.

8. MALAXA is to identify his products as follows:

- (a) Tractor as "MALAXA" - Manufactured by Malaxa under license from International Harvester Company - U. S. A.
- (b) Power unit as "MALAXA" - Manufactured by Malaxa under license from International Harvester Company - U. S. A.
- (c) Agricultural machinery as "MALAXA" - Manufactured by Malaxa under license from International Harvester Company - U. S. A.

9. HARVESTER to have such representative as it may designate in MALAXA'S plant for the purpose of inspecting MALAXA'S production of tractors, power units, agricultural machines, and service parts and for such other purposes connected therewith as HARVESTER determines to be advisable.

10. MALAXA not to disclose any information as to design, specifications or production data as to the said items to others, nor to provide copies of the drawings, specifications or production data to others, except as may be necessary to secure materials and parts for his production.

11. MALAXA to furnish without cost to HARVESTER information as to any improvements in design or methods of production of the products covered hereby which may be developed by him.

12. After this agreement has been signed by MALAXA and HARVESTER, MALAXA shall have the right to send representatives to HARVESTER for assembly of drawings, specifications and

production information pertaining to the proposed manufacture of the products in Rumania.

13. MALAXA'S right and license to manufacture and sell products is confined exclusively for the use of such products in Rumania and not for export from that country. Should circumstances indicate desirability of manufacturing the products for export, the parties will negotiate the basis upon which such manufacture may be done.

14. All payments to be made to HARVESTER to be in U. S. funds and without deduction for Rumanian governmental impositions, and if any such should be involved MALAXA is to discharge the same so that HARVESTER will receive net the full amounts respectively herein specified. In this connection and as a basis for the negotiations in connection with this agreement, MALAXA agrees to obtain U. S. dollars in the necessary amounts by completing an agreement with the Rumanian government for such amounts of foreign exchange as he will require, which foreign exchange will be obtained by the export of certain products other than those products to be manufactured under this agreement or by allocation of foreign exchange to MALAXA by the National Bank of Rumania or by other arrangements which may be concluded between the Rumanian Government and MALAXA, but in any event the entire responsibility to obtain the U. S. dollars in the required amounts under this agreement is the sole responsibility of MALAXA.

15. The term of this contract shall be ten years from the date of its execution.

16. The grant of this license is predicated upon the technical and industrial experience and skill of Nicolae Malaxa and his immediate collaborators and assistants and the confidence of HARVESTER in their ability to manufacture the products in accordance with the provisions of this agreement.

17. This license is granted upon the express condition that MALAXA shall procure from the Rumanian Government the warranty and covenant of said government that it will not nationalise said MALAXA companies and/or their business during the term of this contract which condition, warranty and covenant shall be of the essence of this agreement.

18. HARVESTER to be under no obligation to proceed with this project until it shall first have obtained clearance from the United States Government, and if for any reason the United States Government withholds clearance, HARVESTER shall not proceed.

19. MALAXA, beginning six months after the signing of this contract and every three months thereafter, shall provide full information to HARVESTER in regard to the following:

- A. Progress in production of tractors, power units, agricultural machinery and service parts.



3. Number of units of tractors, power units and agricultural machines produced.

4. Approximate tonnage of service parts produced.

5. Information regarding the distribution and use of the products.

6. Additional reports on any matters in connection with the manufacture and sale of the products which will give HARVESTER detailed information as regards the progress and development of the manufacture and sale of the units by MALAXA.

20. HARVESTER shall have the right at its election to purchase an interest in MALAXA'S business on a reasonable purchase basis up to an amount to be mutually agreed upon by MALAXA and HARVESTER at the time of purchase.

21. Nothing in this agreement shall be held to preclude or restrict HARVESTER or any of its subsidiaries from importing, selling and distributing in Illinois any of its or their products, whether or not the same as or similar to those covered by this agreement or otherwise.

22. In the event of any default on the part of MALAXA or breach of any one of the terms, conditions and warranties and/or covenants herein contained HARVESTER shall have the right at its election either to terminate this contract without prejudice to other and additional remedies or to seek specific performance or recover damages and such further or other relief at law or in equity as it may deem appropriate.

23. Upon such termination by HARVESTER, MALAXA shall turn over to HARVESTER or its designated representative all drawings, specifications, production data and other information pertaining to the products covered hereby, whether originally furnished by HARVESTER or prepared or copied in whole or in part by MALAXA for his production, and MALAXA shall thereupon cease the manufacture of tractors, power units and agricultural machinery and service parts embodying in whole or in part the design, specifications or mechanical features of HARVESTER'S products.

24. This contract is to be construed under the laws of the State of Illinois, United States of America.

IN WITNESS WHEREOF, the parties hereto have respectively caused this agreement to be executed in duplicate the day and year first above written.

INTERNATIONAL HARVESTER COMPANY

BY *Lee C. King*  
Executive Vice President

N. MALAYA

*H. Healong*

N. MALAYA, S. A. B.

BY *H. Healong*  
President

N. MALAYA UNION DE TRAVAIL DE CULTEURS, S. A. B.

BY *H. Healong*  
President

COPY

DEPARTMENT OF STATE  
WASHINGTON

August 15, 1947

In reply refer to  
57

My dear Mr. Hoyt:

I have received your letter of July 29, 1947, to which is attached a copy of the proposed contract between Harvester and Holmes, and wish to thank you for giving the Department an opportunity to review the matter. I am able to inform you that the Department possesses no objection to the transaction.

Sincerely yours,

For the Secretary of State

(signed) Don S. Howe  
Assistant Chief  
Division of Commercial Policy

Mr. G. C. Hoyt, Executive Vice President  
International Harvester Company  
100 North Michigan Avenue  
Chicago 1, Illinois

# INTERNATIONAL HARVESTER COMPANY

180 NORTH MICHIGAN AVENUE  
CHICAGO 1, ILLINOIS

G. C. HOYT  
EXECUTIVE VICE PRESIDENT

March 16, 1948

Mr. Frank J. Manheim  
Lehman Brothers  
1 William Street  
New York 4, New York

Dear Mr. Manheim:

Inasmuch as you were interested in connection with forming a company with Mr. N. Malaxa, we believe we should tell you that it was not possible for Mr. Malaxa to get approval by the Roumanian Government of the contract he entered into with our Company which covered the licensing by us to Mr. Malaxa to enable him to manufacture a certain model of tractor and certain agricultural machinery in Roumania. Mr. Malaxa states that the changed political situation there was the cause of this, and, therefore, as of March 8, we have cancelled the contract we entered into with Mr. Malaxa, and have returned to him the amount of money which he originally paid us in connection with this contract.

Our negotiations with Mr. Malaxa throughout all of this matter were very pleasant and he conducted himself in a very proper manner in connection with it.

Very truly yours,



...mai recunoscând sacrificiul și munca  
deplină de cei de azi și răsplătindu-le așa  
cum se cuvine, vom da exemple demne de

*Ed. 2*

în ce privește sacri-  
arul mării organiza-  
noi știm să apre-  
cium și să dovedim în aceleasi timp că în  
oficiul nostru se întălesc. Zeița Bimelui  
și Zeița Recunoștinței.

## A.F.L. Intervine Pentru Muncitorul de Pretutindeni

Un Comitet Preparativ reprezentând  
aproximativ 40 de milioane de muncitori  
sindicalizați din lumea întreagă a apro-  
bat un proiect de statut care va servi la  
baza constituirii unei noi Federații Inter-  
naționale a Sindicatelor anti-comuniste.  
Proiectul include două propuneri supuse  
de Federația Americană a Muncii (A.F.L.)  
și anume: ca să se organizeze Birouri Re-  
gionale în cadrul Federației și ca aceasta  
să ducă o luptă energică contra comunis-  
mului.

Proiectul de Statut va fi supus, spre  
abrobare, unei conferințe constituante ce  
va avea loc în Noembrie viitor și la care  
vor lua parte reprezentanți ai sindicatelor  
libere din lumea întreagă, care s'au retras  
din Federația Mondială a Sindicatelor pe  
care au acuzat-o de a fi doar un instru-  
ment al propagandei comuniste.

Următoarele țări au participat la lu-  
crările Comitetului care a întocmit proiec-  
tul de Statut: Marea Britanie, Franța,  
Statele Unite, Germania, Australia, Nouă  
Zelandă, precum numeroase alte țări din  
Asia, Orientul Mijlociu, America de Sud  
și reprezentanți ai Uniunii Benelux și ai  
Scandinaviei.

**L**A 1 SEPTEMBRIE curent, săptămâna  
de lucru pentru muncitorii dela căile  
ferate din America va fi numai de 40 de  
ore în loc de 48.

Salariul acestor muncitori va rămâne în-  
vă același ca în prezent. Societățile de  
căile ferate au declarat că pentru a com-  
pensa această reducere a orelor de mun-  
că, va fi necesar ca lucrătorii să fie mai  
eficienți.

Răspunzând acestei declarații, presedin-  
tele uniunii dă sindicatelor feroviare a  
declarat: "Productivitatea muncitorilor  
feroviari s'a dublat de la război încoace  
și se continuă creșterea."

Ită cum compensați între muncitori și  
patroni de rând? Deosebirea grație  
mălăriei și științei tehnicienilor are-  
rădă în creșterea unui muncitor a costului  
lucrului de pe unu același muncitor  
deosebit de mare costul muncitorului

Ingrijorarea Moscovei față de Ana e  
cu atât mai mare cu cât Vishanski vede  
acum sub fiecare sub pat câte un Tito.

La proces s'a dovedit că Vițianu a în-  
casat de două ori câte 300.000 franci el-  
vețieni dela Hugo Rămniceanu ca să poată  
scăpa din România. Rămniceanu a ce-  
rut transferul banilor dela banca sa din  
Elveția pe numele frunțașilor comuniști  
români și pe urmă a obținut pasportul și  
viza de plecare. În alt caz, un român e-  
vreu, N. Feldstein a fost convins de Vițianu  
ca să se ducă în România, ajuns acolo  
a fost arestat și n'a putut fi eliberat până  
când n'a plătit 200.000 franci francezi.

Practicele acestea au fost toate arătate  
cu dovezi. Tribunalul elvețian a condam-  
nat pe Vițianu la închisoare și amendă.  
Tot odată s'a dovedit că o parte din bani  
incasați de Vițianu erau întrebuințați  
pentru spionaj.

Dar procesul din Elveția n'a avut pe  
banca acuzării numai pe Vițianu ci pe  
toți frunțașii comuniști din România în  
frunte cu Ana Pauker.

S'a dovedit ceea ce lumea știa de mult.  
Aureola de "cinste" de pe fruntea frun-  
țașilor comuniști e tot atât de falăă ca și  
restul de "calități alese" dar neexistente.

**D**E MULT, dar mai cu seamă de o sută  
cincizeci de ani încoace, ținta cuceririlor  
rusești sunt țările răsăritene ale Eu-  
ropei...

Guvernele au fost în stare să cunoască  
foarte bine politica rusă și șintele ce  
ea le urmărește... Răsărită din rase  
mongolice, de natura lor cuceritoare, așe-  
zate pe atepa întinse, a căror monotonie  
are înăurire asupra inteligenței omenești,  
lipsind-o de mlădie și dându-i instincte  
fanatice pentru idei de-o vagă măreție,  
Rusia e în mod egal mama mândriei și a  
lipsei de cultură, a fanatismului și a des-  
potismului. Ni se pare că din nefericire  
Rușii sunt sub dominarea unui deșert su-  
fletesc, a unui urit, care-i face să caute  
în cuceriri ceea ce n'au înlăuntrul lor...

Despre biruința cauzei drepte nu ne  
îndoim, precum nu ne îndoim că oricare  
ar fi curentul ce se mișcă în contra civili-  
zației, el trebuie să fie nimicuit cu vremea...

Pot să treacă și Dunărea și Carpații și  
Adrianopolul, să ia Roma pe cea nouă, pot  
să presară Europa întreagă cu cenușă și  
cadavre, nu se va naște din milioanele de  
dăună niciun Rafael, niciun Beethoven,  
nici un Kant, ha tocmai lipsa unor aseme-  
nea spirite de adâncă înțelepciune și de  
un adânc sentiment pentru bunurile ce în-  
obilează omnia este cauza acelei gol  
sufletești care-i caută compensație în  
lucrul măgeroase și în cuceriri.

(din "Tendințe de cucerire" (1878))



JEWELLERS BY SPECIAL WARRANTS

IMPORTERS OF PEARLS

CJA

# CARTIER INC.

*Cartier S.A.*  
13, Rue de la Paix, Paris

FIFTH AVENUE AND 52<sup>ND</sup> STREET  
TELEPHONE PLAZA 3-0111

*Cartier Ltd.*  
175-176, New Bond St, London, W

NEW YORK 22, N.Y.

*M* Nicholas Malara, Esq.,  
Hotel Sherry-Wetherland,  
New York 22, N. Y.

KINDLY DETACH AND RETURN THIS STUB WITH YOUR CHEQUE. NO RECEIPT SENT UNLESS REQUESTED.

*Debit*

*Credit*

			<i>Debit</i>	<i>Credit</i>
1947				
Mar.	12	Repairing platinum stud	2	25
Apr.	22	1-Gold charm bracelet	37	50
		Fed. tax	7	50
		N. Y. C. tax		75
		1-Gold charm locket	14	17
		Fed. tax	2	83
		N. Y. C. tax		29
		Soldering charm and shortening bracelet	2	00
May	6	3-Gold Parker fountain pens	150	00
		Fed. tax	30	00
		N. Y. C. tax	3	00
		1-Gold Parker pencil	30	00
		Fed. tax	6	00
		N. Y. C. tax		60
	10	1-Watch strap and attaching patron's buckle	2	00
		1-Gold pin supplied to buckle	1	50
		Fed. tax		30
		N. Y. C. tax		03
	17	1-Gold pen	30	00
		Fed. tax	6	00
		N. Y. C. tax		60
	22	1-Gold cigarette case	1,229	17
		Fed. tax	245	83
		N. Y. C. tax	24	59
	26	Cheque		1,500 00
		1-Baby's gold ring	21	67
		Fed. tax	4	33
		N. Y. C. tax		44
		Forward .....	1,853 35	1,500 00

*Please make all cheques payable to Cartier, Inc.*

Nicholas Malara, Esq.

		Brought forward.....\$		1,853	35	1,500	00	
1947								
June	19	X	1-Gold and amber bead brooch	391	67			
			Fed. tax	78	33			
			N. Y. C. tax	7	84			
		XXX	1-Gold and topaz brooch	179	17			
			Fed. tax	35	83			
			N. Y. C. tax	3	29			
			1-Gold watch on gold bracelet	666	67			
			Fed. tax	133	33			
			N. Y. C. tax	13	34			
			1-Gold watch on gold bracelet	608	33			
			Fed. tax	121	67			
			N. Y. C. tax	12	17			
			1-Gold watch on gold bracelet	833	33			
			Fed. tax	166	67			
			N. Y. C. tax	16	67			
	25		Cheque			353	39	
		XX	1-Gold cigarette case	545	83			
			Fed. tax	109	17			
			N. Y. C. tax	10	92			
		XXX	1-Gold cigarette case	535	83			
			Fed. tax	107	17			
			N. Y. C. tax	10	78			
			1-Gold cigarette case	546	67			
			Fed. tax	133	33			
			N. Y. C. tax	13	34			
			1-Gold cigarette case	1,541	67			
			Fed. tax	308	33			
			N. Y. C. tax	30	84			
			Cheque			7,282	43	
July	22		1-Lady's wrist watch on gold bracelet	720	83			
	29		Fed. tax	144	17			
			N. Y. C. tax	14	42			
			Cheque			879	42	
Oct.	24		1-Leather wallet and watch combination	125	00			
Nov.	14		Fed. tax	25	00			
			N. Y. C. tax	2	50			
			5-Ball point perfume dispensers	520	83			
			Fed. tax	104	17			
			N. Y. C. tax	10	42			
Dec	3		1-Gold bracelet	387	50			
			Fed. tax	77	50			
			N. Y. C. tax	7	75			
			1-Gold bracelet	708	33			
			Fed. tax	141	67			
			N. Y. C. tax	14	17			
				\$	12,140	04	10,015	24

Nicholas Malan, Esq.

		Brought forward.....	12,240	69	10,915	24	
1947		1-Gold brooch	31	67			
Dec.	23	Fed. tax	6	33			
		N. Y. C. tax		84			
		1-Gold brooch	35	42			
		Fed. tax	7	08			
		N. Y. C. tax		71			
		1-Gold brooch	120	83			
		Fed. tax	24	17			
		N. Y. C. tax	2	42			
		1-Gold brooch	75	00			
		Fed. tax	15	00			
		N. Y. C. tax	1	50			
		1-Gold bow-knot brooch	34	17			
		Fed. tax	6	83			
		N. Y. C. tax		69			
		1-Gold brooch	42	50			
		Fed. tax	8	50			
		N. Y. C. tax		85			
		1-Pair gold cuff links	35	00			
		Fed. tax	7	00			
		N. Y. C. tax		70			
		1-Gold bracelet	150	00			
		Fed. tax	30	00			
		N. Y. C. tax	3	00			
		1-Pair gold cuff links	31	67			
		Fed. tax	6	33			
		N. Y. C. tax		64			
		1-Gold bracelet			150	00	
		Fed. tax			30	00	
		N. Y. C. tax			3	00	
			\$	12,818	69	10,198	24
		Balance.....	\$	2,620	45		



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**COPY**

**COUDERT BROTHERS**  
2 BECTOR STREET, NEW YORK

April 14, 1948

Dear Mr. Thorp:

You may remember that last May I called on you to discuss a proposal of a client of this firm, Mr. Nicolae Malaxa, a Roumanian citizen in this country on a visitor's visa, to form an American corporation to develop trade between Roumania and the United States. At that time you indicated that the State Department had no objection to the initiation of this project. In turn we assured you that the Department would be kept informed of all important steps of the Corporation in carrying out its activities. As a result, the Corporation was formed under the name Roumanian-American Economic Corporation, and various letters have been sent to the Department of State from time to time advising of its activities. The common stock of the Corporation is entirely owned by Mr. Malaxa. Its preferred shares are owned by Bethlehem Steel Corporation, Electric Bond & Share Corporation, General Electric Company and Lemman Brothers.

I beg now to inform you of a decision which Mr. Malaxa has taken as to the future of the Roumanian-American Economic Corporation.

## COPY

COUDERT BROTHERS  
Mr. Willard L. Thompson, 150 Broadway, New York

2.

From the time I saw you in May last and up to the end of the year 1947, Mr. Malaxa believed that it would be desirable for the Corporation, in order to reinforce by economic aid the resistance of the Roumanian people to Communist domination, to carry on business with Roumania to aid the standard of living of the Roumanian people and to maintain contacts between the Roumanian economy and that of the United States.

However, as a result of the recent reorganization of the Roumanian government, the suppression and persecution of the opposition, the exulsion of the King, and other manifestations of the complete domination of Roumania by the Communists, as well as by reason of the rejection by the Roumanian government of all proposals by Mr. Malaxa for trade between the two countries (including the rejection by the Roumanian government of agreements worked out by Mr. Malaxa with the International Harvester Company and the Bethlehem Steel Corporation), Mr. Malaxa has become convinced that it is no longer possible to realize the purpose he had in view. Indeed, he is convinced that it is impossible for any enterprise in which he has a part to deal with the Roumanian government.

Moreover, during this time it became evident to Mr. Malaxa that the lives of his wife and son, and of many of his principal coworkers in his enterprises in Roumania,

## COPY

Mr. Willard L. SCHUYLER BROTHERS  
100 WALL STREET, NEW YORK

3.

were increasingly in danger. He accordingly asked permission from the Roumanian government to bring his family and associates out of Roumania. The Roumanian government thereupon informed Mr. Malaxa through an intermediary that it would not allow Mr. Malaxa's wife and son to leave Roumania except on condition that Mr. Malaxa transfer to the Roumanian government his assets in Roumania. These negotiations dragged on without results, the Roumanian government vacillating in its demands and increasing them at each interchange. In the meantime, fearing that nothing would come of these negotiations, Mr. Malaxa took steps to help his wife and son to escape from Roumania.

Because of this situation of his family, Mr. Malaxa has been careful to avoid any statement of his political attitude. However, he has had conversations on this subject with the former Prime Minister of Roumania, General Radescu, who has recently been in the United States. We understand that General Radescu has informed General Schuyler of the United States Army in 1945 in Bucharest, and recently General Schuyler and General Wedemeyer in Washington, of the anti-Communist attitude and activities of Mr. Malaxa, both in Roumania and in this country.

This situation as to Mr. Malaxa's family has now changed. On April 7, 1948 Mr. Malaxa received from his son news that he and his mother have succeeded in escaping from Roumania and are presently in Istanbul, Turkey. For this reason it is now possible for Mr. Malaxa to place him-

COPY

COUDERT BROTHERS

100 NASSAU STREET, NEW YORK

Mr. Willard L. Thorp

4.

self entirely at the disposition of the American authorities, as well as l'Action Roumaine de Resistance, for the struggle against Communism.

Mr. Malaxa would like to do whatever is possible to have certain of his most trusted coworkers in his industrial enterprises in Roumania leave that country. These men are extremely capable engineers with whom Mr. Malaxa has worked for years. He is accordingly thinking of offering through an intermediary to turn over his factories in Roumania to the Roumanian government, in exchange for permission to these coworkers and their families to leave the country. However, he has requested me to inform you of this desire on his part and of his unwillingness to take this step in the event that the Department of State were to see any objection to it.

I accordingly will be grateful if you will inform me if the Department sees any objection to the conduct of negotiations by Mr. Malaxa through an intermediary looking toward a transaction of this nature.

Sincerely yours,

Thomas M. Finletter

Hon. Willard L. Thorp,  
Assistant Secretary of State,  
Department of State,  
Washington, D.C.



CASA M. S. REGELUI

1. Usinele Beech Aircraft Corporation.

Nr. uzinei : 18.

Nr. militar : C-45 Expeditor.-

2. Usinele Lockheed Aircraft Corporation.

Nr. uzinei : L-18 Lodestar

Nr. Militar : C-50.-