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War Department, Office of the Assistant Secretary of War, Strategic Services Unit,
25th & E Streets, N. W., Washington 25, D. C.

Interoffice Memorandum

20 June 1946

To: Mr. Gardiner S. Platt
From: Glenn F. Hall

I have read Buhrlé's case for delisting and his claim against Britain and the U. S. A. for patent infringement with a great deal of interest.



My first observation is that the greatest malfactor of the two countries is Britain who supplied the U. S. with the plans and specifications which it had obtained pursuant to a license agreement with Buhrle.

My second observation is that in view of the quantity of guns and ammunition manufactured, Buhrle's royalty rate is excessive.

Thirdly, I wonder if the U. S. paid Britain, either by reverse lend-lease or in any other manner for the right to manufacture this materiel.

As you suggested, I examined our files on Werkzeugmaschinenfabrik Oerlikon Buhrle & Co., and they reflect that Buhrle was not as snow-white in his war-time operations as he pretends to have been. For example, Buhrle contends that his contribution to the Axis war potential was under compulsion whereas a report on our files based on an interrogation of Rudolf Ruscheweyh, Buhrle's chief negotiator with the Germans, indicates that the two men had to overcome the opposition of the Wehrmacht and Air Ministry, and use Ruscheweyh's influence in Berlin, in order to sell to the Germans. Ruscheweyh estimates that about 486 million francs worth of goods was delivered and that there is a surplus prepaid of over 300 000 francs. (Ec. 4334)

The above indicates that the profit motive was probably the only «compulsion» which caused Buhrle to deal with the Axis.

In line with this is a report of the British Ministry of Economic Warfare, based on an interview with Buhrle, wherein Buhrle himself admits that in 1939 Ruscheweyh arranged contracts for him with the Germans to the value of 8 million francs. This is at variance with Buhrle's contention that economic negotiations with Berlin were not started until June, 1940, when Switzerland found herself absolutely cut off from the rest of the world. Buhrle is probably correct in saying that there had been no *deliveries* to Germany and Italy during the years immediately preceding the war and during the first phase of the war but he doesn't say that he hadn't solicited *orders* by that time.

Another point noted is that Buhrle fails to make any reference in his «chart of orders» to any Russian orders, although Ruscheweyh stated that he negotiated large contracts for Buhrle with the Russians at about the same time as the German contracts were entered into.

A couple of our reports indicate that Buhrle is not adverse to operating a little on the outside of Swiss law. For example, a report dated May 3, 1945, states that the Swiss Clearing House is suing Buhrle for 16 million Swiss francs which he had paid directly to Ruscheweyh instead of through the Clearing. (Ec. 1341). Another report dated January 15, 1946, indicates that Buhrle was one of the persons who attended secret meetings with Schacht when the latter crossed (sometimes illegally) into Switzerland. (Ec. 3693).

That Buhrle was in the favor of the Germans is indicated by a report (Ec. 216) that he was in Southern Germany and Paris in July, 1943, his journey having been facilitated by the German Consulate at Berne.

Although Buhrle is trying to give us the impression that he wouldn't have sold to the Axis if he hadn't had to, I think the case is clear that Buhrle didn't care who got shot so long as he sold the ammunition.

Quelle: NARA, RG 226, Entry 183, Box 32, Folder 189; vergleiche S. 510, Anm. 149; S. 518, Anm. 193; S. 620, Anm. 194; S. 621, Anm. 197.