

15. Die Aussagen ehemaliger Juristen der IG Farben nach dem Krieg

Bei verschiedenen Gelegenheiten sagten die an den Verhandlungen während des Kriegs beteiligten IG-Farben-Juristen nach 1945 übereinstimmend aus, dass es bei der Aufhebung des Bindungsvertrags zwischen IG Chemie und IG Farben 1940 keine Nebenabsprachen gegeben habe. Darüber hinaus enthalten ihre Aussagen aber auch weitere aufschlussreiche Angaben.

(a) Beschworene Zeugenaussage von Dr. Kurt Krüger, Nürnberg 10. 7. 1947

I, Kurt Krüger, a procurist of I. G. Farbenindustrie A. G. with the title «director» from 1934, after having been warned that I will be liable to punishment for making a false statement, herewith state the following under oath of my own free will and without coercion. [...]

DOCUMENT NO. NI 5771 – CANCELLATION OF CHEMIE CONTRACT

I have examined a photostat bearing number NI 5771 (letter of June 11, 1940 from I. G. Farbenindustrie A. G. to Wirtschaftsgruppe Privates Bankgewerbe – Centralverband des Deutschen Bank- und Bankiergewerbes, attention Dr. TROST) and recall the letter. I believe the original was signed by Gierlichs and myself. [...]



The transaction involved was discussed by Gierlichs and me with Landwehr, Jörges, and later on Maiwald of the RWM and Hartlieb from the Reichsbank. Landwehr was the first man for the foreign exchange affairs and had the nickname «Devisenpapst». This transaction was more in the competence of the Reichsbank than the RWM.

I knew Landwehr personally and have known him since about 1925. He was a Bavarian, from Nürnberg, an old official man. He remained in his position as the man for foreign exchange questions until he was arrested following the 20th of July 1944. He was a friend of Goerdeler.

The conversations respecting the Chemie transaction extended over approximately half a year, but there were not many meetings which I attended.

In fall of 1939 the option right was changed to a «Vorkaufsrecht» «right of first refusal». This was probably discussed with Landwehr since at least formally it meant a reduction in foreign exchange rights. The change was probably carried out through an exchange of letters.

In the discussions which took place there was no consideration of the possibility of exercising the option and selling the assets thus obtained for a profit. Since 1931 the option was a fictitious one since IG could not have exercised it because of the lack of foreign exchange. Chemie would have protested against an exercise of the option because the whole basis of the agreement had changed since 1931 and the right to exchange Chemie shares for Farben shares had lost its value because Farben shares could not be sold on the stock markets of the world as theretofore. Further, IG was not interested in selling their participations, such as Norsk-Hydro shares, but rather was interested in holding participations and to see respectively such participations held by I. G. Chemie, Basle.

The option was renounced because Farben wanted I. G. Chemie to be a free enterprise. It was hoped that after reestablishing of normal conditions in world economy I. G. Chemie would be interested in recreating its old connection with IG. This hope was based on two main assumptions, (1) that Farben's fairness in releasing Chemie would establish a favorable disposition toward Farben in the minds of the Chemie management, circles of shareholders and financing groups, which would be reinforced by personal relationships and particularly by Schmitz's personal influence, and (2) that Chemie would later need Farben's technical experience and research developments in order to enable its participations, especially General Aniline & Film, to compete with other chemical firms such as Dupont, ICI, Allied.

No one in Farben, except Schmitz, knew the figures at which Chemie carried its participations on its books in details. The question of the possible profit from exercising the option was not discussed with the gentlemen from the RWM and Reichsbank.

Of the Farben management Schmitz was the last who was convinced that the contract should be cancelled. He seemed reluctant to give up his position as President of Chemie.

Schmitz did not have any personal contact with the men from the RWM and Reichsbank with respect to this transaction.

There was also some discussion of reducing the Norsk-Hydro participation in Chemie through an exchange of shares but this was not carried out since a suitable basis for exchange could not be found.

The Chemie people didn't like to talk of the possibility of reestablishing the relationship between Chemie and Farben. They said in effect «we will have no obligations, because we will be able to swear also in America that there are no obligations». They must have felt that Farben was acting with confidence in the great value of this transaction for the future. In my assumption they would not have gone to Ciba, Sandoz or Geigy to make an arrangement to secure technical information for the American companies in preference to making such an arrangement with Farben unless there would have been a necessity or a prevailing interest of Chemie to do so; they would certainly feel obligated to consider at any time whether it wouldn't be better to go with the IG because of the importance of the IG in the whole world.

I was in Basel two or three times after the 1940 transaction with Chemie was completed. Once or twice I tried to start the Norsk-Hydro exchange transaction as a go-between. Once the legal advisor of Norsk-Hydro came to Basel at my request to discuss the possibility of such a transaction.

Schmitz would never explain the Swiss situation to anyone. When members of the Farben Vorstand asked Schmitz he said an explanation was neither necessary nor advisable. When the tax authorities in the negotiations for a tax agreement in the 1930s asked him he said he could not give information because of his position as head of Chemie. Tax settlements were then made on condition that they would not ask him about the Swiss situation. Schmitz succeeded in this because he said it was a basic point for the business of IG exports and companies abroad, and the whole construction and perhaps a good deal of foreign business would be threatened by giving information, because this would mean that he was not independent in his position in Chemie but subject to German authorities.

I have read carefully each of the 4 pages of this declaration and have placed my signature at the bottom of each page. I have made the necessary corrections in my own handwriting and initialled each correction in the margin of the page. I declare herewith under oath that I have stated the full truth to the best of my knowledge and belief.

Quelle: UBS-SBG, 1200003632.