

Dec. File

Box #

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894.602/1-145 -- 12-3146 - 47-48 - 49

STANDARD FORM NO. 64

JHR

Office Memorandum • UNITED STATES GOVERNMENT

TO : FC - Mr. Jack Neal

DATE: March 16, 1945

FROM : CD - Mr. Robert Terrill *RPT*

CONFIDENTIAL

SUBJECT: Subversive Activities of Japanese Businesses in the U.S.

IR
74.20211

The Commodities Division of the State Department is preparing a Civil Affairs Guide and a policy study for the Department on the subject of Japanese cartels and combines. In studying the extent of the coordination of activities between Japanese private business and government, the Division wishes to gather appropriate evidence as to the espionage activities of Japanese business concerns or their representatives in the United States.

The Department's files reveal that it is in receipt of material from the Bureau on the espionage activities in the United States of such large Japanese business units as the Mitsui Bussan and Mitsubishi Shoji Kaisha. However, the material appears to be of a fragmentary character based on separate reports coming into the FBI.

The Division would like to inquire whether the Bureau has prepared a single study on this subject giving the Bureau's judgment of the extent and importance of these activities. If such a study has been prepared or is contemplated, the Commodities Division would appreciate it if the Bureau would make this material available.

894.602/3-1645 CS/LE

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OCT 12 1945

EMH
CD:EMH:MC

894.602/3-1645

STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

TO : AC: Mr. Fisher Howe

DATE: November 29, 1945

FROM : IR: Mr. Walter M. Rudolph WLR

SUBJECT: State-War Mission to Study Standards for Disestablishment of Japanese Combines

Ed Martin of JK has been negotiating with the War Department to have that department finance a 3 month mission to Tokyo (leaving Washington December 15) to study the Zaibatsu problem and to recommend to the State and War Departments standards for disestablishing the Japanese combines. Martin has asked the Industry Branch and the Antitrust Division of Justice to recruit experts for this mission. A copy of the letter requesting the Department of Justice's assistance is attached. The following men have been selected:

DEPARTMENT OF STATE
NOV 30 1945
AD Deputy to Asst. Secretary for Economic Affairs

- | | |
|--------------------------|-------------------|
| Corwin Edwards | State |
| James Henderson | Justice |
| William Dixon | Justice |
| William Butz (tentative) | Justice |
| Benjamin Wallace | Tariff Commission |
| Robert Dawkins | FTC |
| Raymond Vernon | SEC |
| Samuel Neel | --- |
| Robert Hunter | --- |

At a meeting yesterday with the War Department, Martin and I were advised that the War Department would finance the mission with the exception of the salaries of those members who are on the payroll of a government agency. Consequently it is necessary that we get clearance from those agencies on this point.

I called Mr. Johnston Avery this morning to inquire whether Justice would be willing to permit the Justice men, indicated above, to work with the mission and keep them on its payroll during the 3 months' of mission work. He suggested that in order to expedite this matter, it would be desirable to have Mr. Thorpe telephone Mr. Berge and obtain approval. In the event that Mr. Berge approved, Mr. Avery could, he said, make the necessary arrangements.

It would further expedite the matter if Mr. Thorpe would be good enough to telephone the following to clear the arrangement with respect to the salaries of the men

from

894.602/11-2945

-2-

from the Tariff Commission, Federal Trade Commission,
and the Securities and Exchange Commission:

Oscar Ryden, Chairman, Tariff Commission
Robert E. Freer, Chairman, Federal Trade Commission
Garson Purcell, Chairman, SEC (Philadelphia)

Attachment

IR:WWRudolph:amm
11-29-45

Assistant Secretary

Mr. Clayton

Date 11/13

To: JK - Mr. Martin

From: ATX

For appropriate action.

Have seen
H.

ASSISTANT ATTORNEY GENERAL

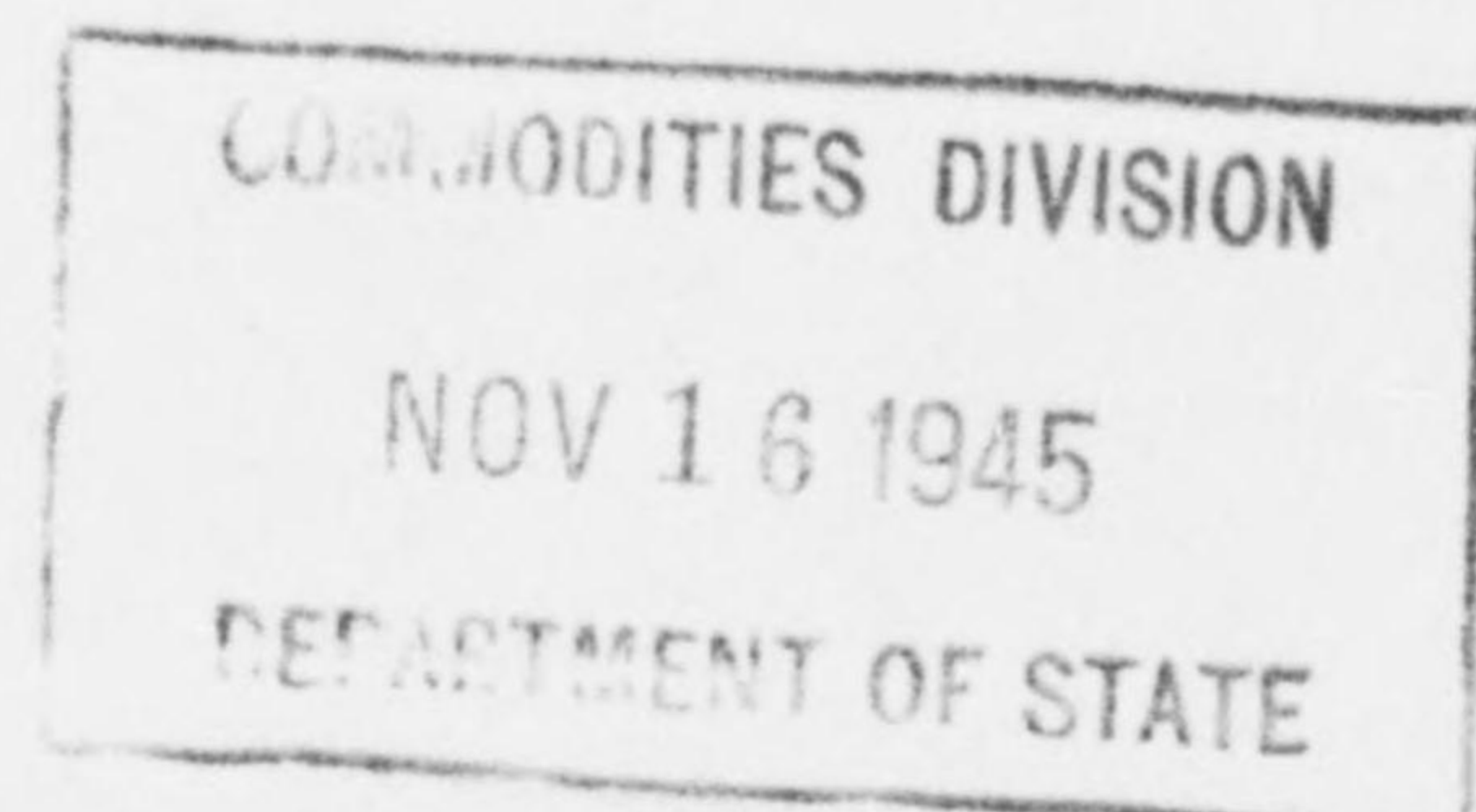
ASSISTANT SECRETARY
W. L. CLAYTONDepartment of Justice
Washington

NOV 13 1945

5411

A-C
DEPARTMENT OF STATE

November 9, 1945

Honorable William L. Clayton
Assistant Secretary of State
Department of State
Washington, D. C.

Dear Mr. Clayton:

This acknowledges your letter of October 31 in which you request my cooperation in selecting a group of five to ten experts to spend two or three months in Japan preparing a statement of criteria to guide this Government in breaking up and destroying the influence of the large family combines commonly known as the "Zaibatsu".

I have given considerable thought to this situation and am now prepared to nominate the following lawyers from the staff of the Antitrust Division:

William Brinton Butz, 43 years old, born in Alburdis, Pennsylvania. Mr. Butz received his B.A. from Yale College in 1926 and his LL.B. from Yale Law School in 1929. He was engaged in private practice, mostly of a corporate nature, in Allentown, Pennsylvania, until 1942 when he joined the staff of the Office of Economic Warfare on a part-time basis as a consultant and attorney at \$25.00 a day. In November 1943 he transferred to the Antitrust Division of the Department of Justice as a Special Assistant to the Attorney General on a part-time basis although rated as a P-8 Principal Attorney. He has had much experience in the cartel field during the past three years.

✓ William Cornelius Dixon, 41 years old, born in Dexter, New York. Mr. Dixon received his A.B. in 1925 from the University of Michigan and his LL.B. in 1928 from the University of Michigan Law School. He had an outstanding academic record. He engaged in private practice in Cleveland, Ohio, and at one time was elected to fill an unexpired term as Associate Justice of the Supreme Court of Ohio. He joined the staff of the Antitrust Division in April 1944 as a Special Assistant to the Attorney General at \$7910 per annum. I have recently recommended that his salary be increased to \$8500. He prepared, tried, and won in the lower court the Titanium international cartel case which involved Japanese monopolies as well as some of the most powerful corporations in this country.

Posey Thornton Kime, 50 years old, born in Petersburg, Indiana. Mr. Kime received his Art's degree in 1915 from Purdue University, his LL.B. in 1922, his LL.M. in 1934 and his J.D. in 1937 from the Indiana Law School. In 1938-39 he took additional work at George Washington University. From 1930 to 1938 he was Judge of the Indiana State Court at a salary of \$10,000. He joined the staff of the Antitrust Division in June 1941 as a Special Assistant to the Attorney General and has a salary of \$7175. Judge Kime has conducted some of the most important Antitrust investigations in recent years and is thoroughly familiar with these techniques and procedures.

As you suggested, I got in touch with the Securities & Exchange Commission and they have nominated three men well versed in the enforcement of the Public Utilities Holding Company Act. I have made inquiries of each of these men, all now in private practice, and I think I will be able to nominate at least one of them in the next few days.

I have also had several discussions with the Chief Counsel of the Federal Trade Commission and efforts are being made to select one top man from their legal staff. When this selection is finally determined I shall nominate him.

I have also been in touch with the Federal Tariff Commission and have suggested that they select one of their best economists, thoroughly familiar with the export phase, who could serve as Economic Advisor to the mission. When this selection is finally determined I shall nominate him.

I have also talked with Dr. Frank Graham, President of the University of North Carolina, who is no doubt known to you and respected by you. He will not be able to give us an answer on his availability before next Monday.

In addition we are carrying on conversations with two or three other men, notably Professor Walton Hamilton of the Yale Law School. It is possible that at least one of this latter group may be available and if so I shall make that additional nomination.

I think I should inform you that the Department of Justice has received a letter from Major General J. H. Hilldring, Director of the Civil Affairs Division of the War Department, in which he asks us to assist him in selecting a staff to be sent to Japan for the purpose of advising the Theatre Commander along lines suggested in your letter of October 31. General Hilldring

has specifically asked for three officials experienced in Alien Property Custodian matters, six lawyers experienced in the enforcement of the Antitrust laws, and six lawyers experienced in Securities & Exchange Commission affairs, three of whom should be familiar with the enforcement of the Public Utilities Holding Company Act and three of whom should be familiar with registration statements.

On the basis of telephone conversations with members of your staff I assume that as a broad general proposition the plan contemplates that the State Department's mission shall prepare the statement of criteria, or the policy, and the War Department group shall take over the execution of that policy once it is established. Proceeding under this assumption I have been devoting my first efforts to the recruitment of the mission for the State Department and after that is completed I will turn my attention to the task of recruiting the requested personnel for the War Department in so far as the Antitrust requirements are concerned.

As regards the mission for the State Department, we feel that certain clarifications of details are necessary. I would greatly appreciate it, therefore, if you would clarify, in so far as it is possible for you to do so, the following points:

1. It is felt that the scope and authority of the State Department's mission should be defined in more particularity. It should be known to the mission the source of its authority and to whom it will report. It is also suggested that there should be a letter from the State Department to the head of the mission or to each member thereof defining the nature of the assignment and establishing their status in the Japanese theatre.
2. It is felt that provision should be made for the recruitment of a junior staff on the ground. Each member of the mission should have available a small corps of assistants, including junior legal assistants, research assistants, file searchers, translators, and stenographers. We will be glad to draw up specific proposals in this respect if you desire.
3. It is felt that whatever material has been assembled in this country on the "Zaibatsu" should be made available to the members of the mission at the earliest possible moment.
4. It is felt that some understanding should be reached concerning living conditions for the mission while in Japan and that the head of the mission, if not all of the members thereof, should be given the assimilated rank of Brigadier General.

I would be glad to discuss this matter with you personally were it not for the fact that I am compelled to leave this afternoon for the West Coast. During my absence however you or the members of your staff may deal with Mr. Johnston Avery, my Administrative Assistant, who is fully authorized to represent me in this matter.

Sincerely yours,

Wendell Berge
WENDELL BERGE
Assistant Attorney General

WENDELL BERGE
ASSISTANT ATTORNEY GENERAL

Department of Justice
Washington

*Martin
Rudolph L.*

COMMODITIES DIVISION
JAN 7 - 1946
DEPARTMENT OF STATE

December 28, 1945

AG Copy to Asst. Secy for Economic Affairs
JAN 4 - 1946
DEPARTMENT OF STATE

Honorable Willard L. Thorp
Deputy to the Assistant Secretary
for Economic Affairs
Department of State
Washington, D.C.

Dear Mr. Thorp:

This acknowledges your letter of December 7 in which you ask that Mr. James McI. Henderson, Mr. William Dixon, Mr. William B. Butz and Mr. Samuel E. Neel be continued on the payroll of the Department of Justice during the time they are working under the direction of the State Department on the "Zaibatsu" mission.

This is to inform you that the Department of Justice will be glad to accede to your request in this matter, provided transportation, housing, meals, per diem and other expenses, exclusive of salaries, are paid by some other agency.

Sincerely yours,

Wendell Berge
WENDELL BERGE
Assistant Attorney General

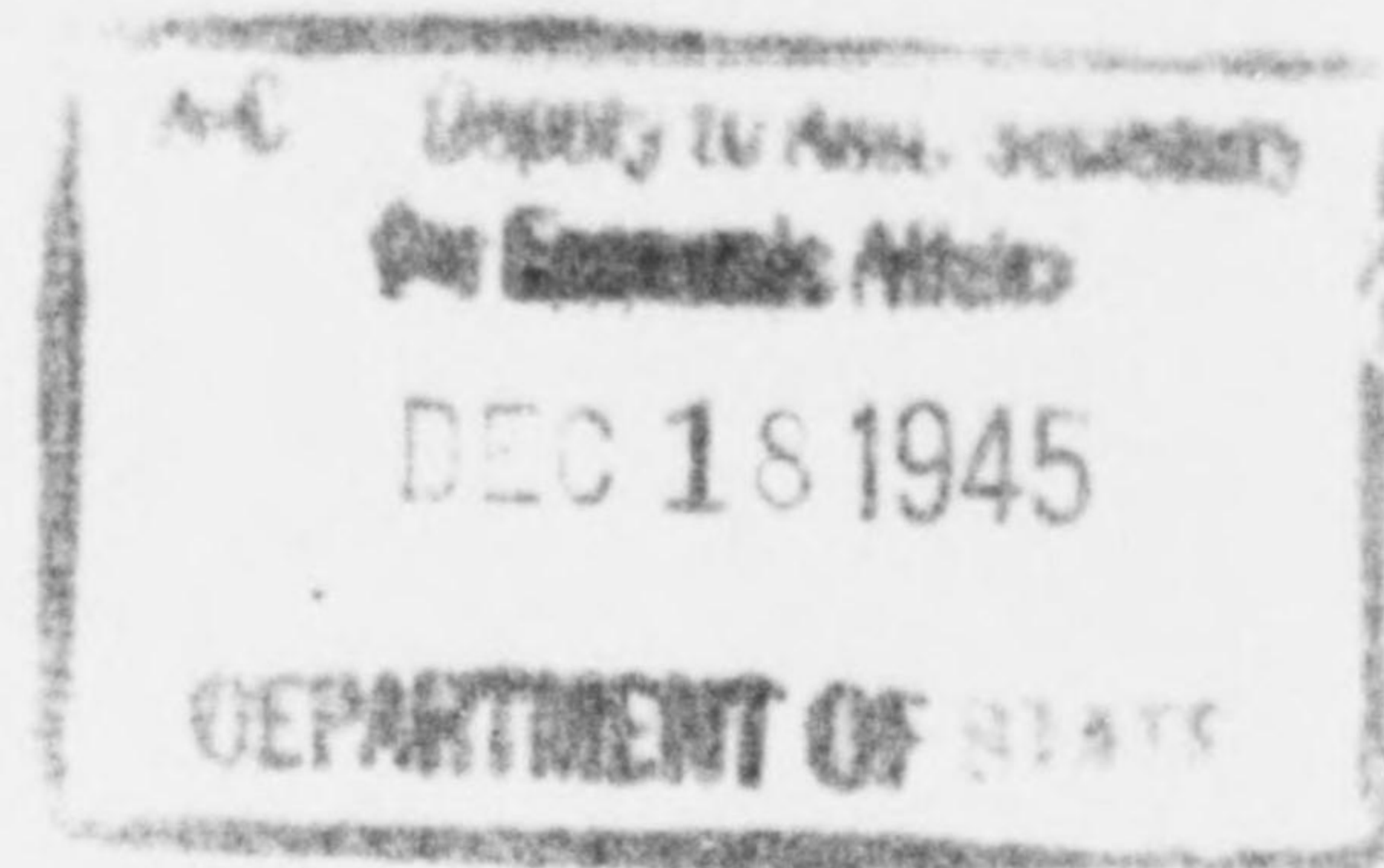


Martin

FEDERAL TRADE COMMISSION

WASHINGTON 25

December 14, 1945.

EWIN L. DAVIS
CHAIRMAN

My dear Mr. Thorp:

I am writing in reply to your letter of December 7th, in which the services of Attorney Robert B. Dawkins of our staff are requested for assignment for a period of not more than ninety days, to assist a mission of experts which is being sent to Japan by the Department of State and the War Department, about December 15th, for work in connection with the disestablishing of the Japanese business monopolies, etc.

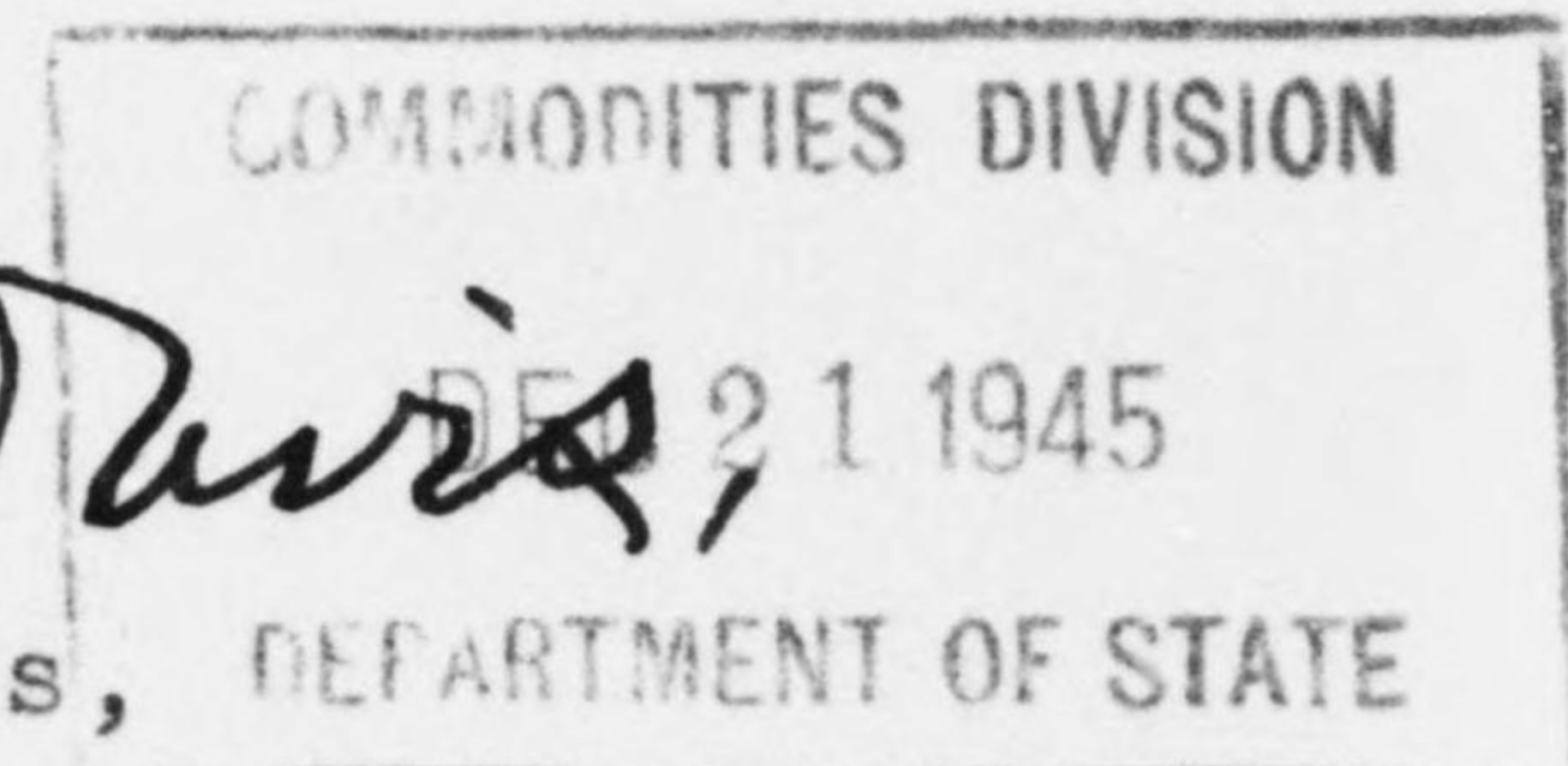
It is noted that the War Department has undertaken to finance the mission, with the understanding that the salaries of those members on the payroll of the Government agencies will be paid by the agencies, and other expenses will be covered by the War Department, and also that the Bureau of the Budget has advised that it would have no objection to the Federal Trade Commission paying Mr. Dawkins' salary while engaged on the work of the mission.

Your letter of December 7th was received December 10th. On the same day the Commission requested a decision of the Comptroller General as to whether approval would be given to the payment by the Federal Trade Commission of Mr. Dawkins' salary during his assignment to this work. We are informed, however, that the Comptroller's decision cannot be rendered prior to the date - December 15th - on which the mission is scheduled to leave for Tokyo.

In its desire to facilitate the work of the mission, the Commission has authorized the detail of Mr. Dawkins, as requested in your letter of December 7th, and this letter may be taken as its certification to that effect, and with the understanding that the Commission will pay Mr. Dawkins' salary during this assignment.

By direction of the Commission.

Yours sincerely,

*Ewin L. Davis*Ewin L. Davis, DEPARTMENT OF STATE
Chairman.

Hon. Willard L. Thorp,
Deputy to the Assistant Secretary
for Economic Affairs,
Department of State,
Washington, D. C.

P.S. A copy of the
Comptroller's decision
dated December 14th, which
was received late this
afternoon is attached.

COMMODITIES DIVISION
DEC 20 1945
DEPARTMENT OF STATE

*In Reply, to Asst. Secretary
for Economic Affairs*

*M
F
B*

UNITED STATES TARIFF COMMISSION
WASHINGTON 25

December 10, 1945

Mr. Willard L. Thorp
Deputy to the Assistant
Secretary for Economic Affairs
Department of State
Washington 25, D. C.

A-C
Unit, to Asst. Secretary
for Economic Affairs
DEC 14 1945
DEPARTMENT OF STATE

Dear Mr. Thorp:

In compliance with the request contained in your letter of December 7, the Commission is agreeable to the detail of Mr. Benjamin B. Wallace to be a member of a mission which the Department of State and the War Department are sending to Japan to study the problem of disestablishing the Japanese business monopolies and destroying the influences of the large family combines.

The Commission will pay Mr. Wallace's salary, it being understood that the War Department will take care of other expenses.

Sincerely yours

Oscar B. Ryder

Oscar B. Ryder
Chairman

okay



SECURITIES AND EXCHANGE COMMISSION

WASHINGTON

Philadelphia 3, Pennsylvania

OFFICE OF THE CHAIRMAN

January 7, 1946

COMMODITIES DIVISION
JAN 10 1946
DEPARTMENT OF STATE

The Honorable Willard L. Thorp
Deputy to the Assistant Secretary
for Economic Affairs
Department of State
Washington, D. C.

My dear Mr. Thorp:

Reference is made to your letter of December 7, 1945, relating to a mission of experts to be sent to Tokyo under a joint arrangement of the Department of State and the War Department for not more than ninety days for the purposes of studying the problem of disestablishing Japanese business monopolies and destroying the influences of the large family combines commonly known as the "Zaibatsu." In your letter you request that Mr. Raymond Vernon, a member of the staff of this Commission, be made available for this assignment.

You are informed that this Commission has formally authorized the loan of Mr. Vernon's services for the above mentioned assignment with the express understanding that his salary will be paid by this agency and that transportation, housing, meals, per diem, and other perquisites will be paid directly by the War Department.

Sincerely yours,

Ganson Purcell

Ganson Purcell
Chairman

Assistant Secretary

Mr. Clayton

Date 11/16

To: JK - Mr. Martin

From: AMM

For appropriate action.

Copy to Fisher Howd

● Rudolph

Σ

ADDRESS REPLY TO
"THE ATTORNEY GENERAL"
AND REFER TO
INITIALS AND NUMBER

DEPARTMENT OF JUSTICE
WASHINGTON 25, D. C.

COMMODITIES DIVISION

NOV 20 1945

DEPARTMENT OF STATE

5458

November 14, 1945

ASSISTANT SECRETARY
W. L. CLAYTON

NOV 15 1945

A-C
DEPARTMENT OF STATE

Honorable William L. Clayton
Assistant Secretary of State
Department of State
Washington, D.C.

Dear Mr. Clayton:

In compliance with instructions from Mr. Berge, who is out of the city, and in further reference to your letter to Mr. Berge under date of October 31 and his reply of November 9 concerning the selection of a group of experts to assist in the preparation of a statement of criteria to guide this government in breaking up the influence of the "Zaibatsu", we are prepared to make two additional nominations as follows:

✓ Dr. Robert M. Hunter, 50 years old, born in Urbana, Ohio. Dr. Hunter received his B.A. from Wesleyan, his J.D. from Ohio State and his J.S.D. from Yale in 1932. He was elected to the Order of the Coif. He was wounded in World War I, but his injury does not interfere with the performance of his duties. He engaged in private practice and was Assistant Prosecuting Attorney for four years, and in 1925 became Professor of Law at Ohio State University. He joined the staff of the Antitrust Division on a part-time basis in October 1941 and participated in many of our most important cartel investigations. Several months ago he transferred to the Federal Power Commission on a part-time basis and is heading up their investigation of the Natural Gas industries.

✓ Dr. Benjamin Bruce Wallace, 62 years old, born in Wooster, Ohio. He was educated at Macalester College, St. Paul, Minnesota, Oxford University, and University of Wisconsin. He taught at Northwestern University and Georgetown School of Foreign Service and in 1918 was appointed special expert in the United States Tariff Commission. He later became Chief of Division of International Relations, 1921-28; member Kemmerer Commission and adviser to ministry of finance of National Government of China, 1929-31; office of economic adviser, Department of State, 1931-32; chief of Division of International Relations, United States Tariff Commission, 1933-38, and adviser on foreign commercial policies, 1938--. He is joint author of "International Control of Raw



Materials", 1931, and was technical adviser with U. S. delegation to the World Economic Conference of 1933. [Dr. Wallace would be available for assignment to the Japanese mission any time after December 1.]

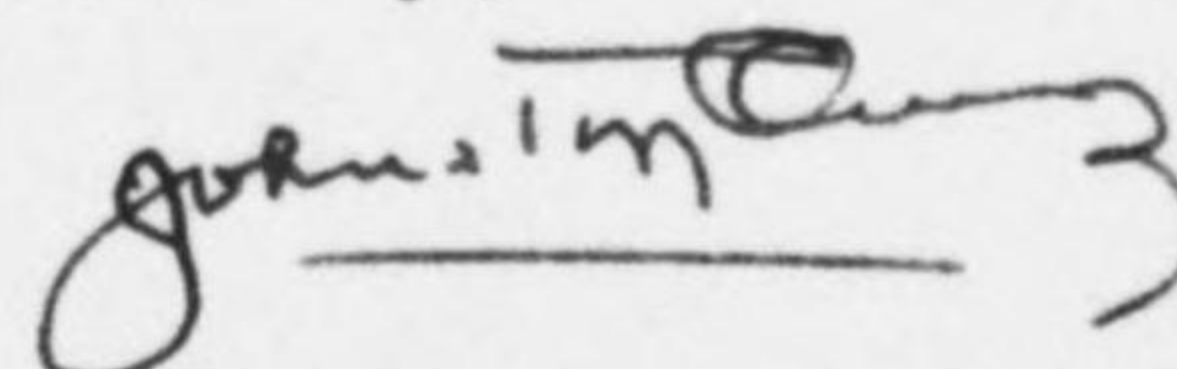
I regret to inform you that Dr. Frank P. Graham, President of the University of North Carolina, has telegraphed us that he cannot be considered for this mission.

As you suggested, we got in touch with the Securities & Exchange Commission and they recommended three men versed in the enforcement of the Public Utilities Holding Company Act. We have heard from two of these men who are not available and we have not heard from the third.

We are continuing our effort to get one qualified man from the legal staff of the Federal Trade Commission but have not yet received a recommendation from that agency.

We understand that the Department of State has been successful in securing the services of Dr. Corwin Edwards as head of the mission and we are, of course, very pleased with this arrangement.

Faithfully,



JOHNSTON AVERY
Administrative Assistant, Antitrust Division

ADDRESS REPLY TO
"THE ATTORNEY GENERAL"
AND REFER TO
INITIALS AND NUMBER

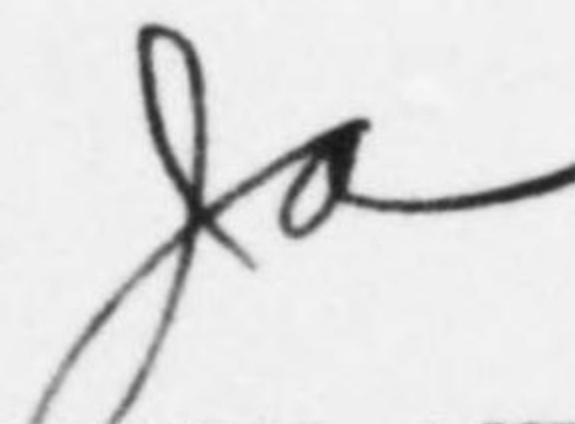
DEPARTMENT OF JUSTICE
WASHINGTON, D. C.

November 23, 1945

MEMORANDUM FOR MR. RUDOLPH

In response to your telephone call today I am giving you herewith the following biological sketch:

James McI. Henderson is 34 years old, born in Daingerfield, Texas. Mr. Henderson went to the University of Texas from 1929 to 1932, majoring in accounting and pre-legal work, and his LL.B. in 1938. From 1933 to August 1938 Mr. Henderson was Assistant Secretary to Senator Sheppard of Texas. He joined the staff of the Antitrust Division in 1938 and has gone the whole course from law clerk to Chief of the three west coast offices of the Antitrust Division, succeeding Attorney General Clark in that position. He is a man of sound judgment and has had fine experience in antitrust and cartel cases. Moreover he has a rare faculty for getting things done. He is regarded as one of the half dozen best men in the Antitrust Division.



JOHNSTON AVERY
Administrative Assistant
Antitrust Division

FOR DEFENSE



STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr. Martin ✓
FROM : Robert W. Barnett
SUBJECT:

DATE: December 6, 1945

Bill Lockwood and Henry Owen believe that the Zaibatsu mission would be greatly strengthened by inclusion of Frank Tamagna on its staff. I tried to contact Rudolph to inquire what complications would be involved in adding his name to the group now being processed to go to Japan. Rudolph had left for the afternoon.

Frank must give his answer to the War Department within the next two or three days at the latest. He believes that the Zaibatsu mission would offer him more interesting and profitable opportunities in Japan even than those which Cramer might offer.

If you wish to have Frank go on the Zaibatsu mission, will you take the matter up with Rudolph pointing out the necessity for fairly swift action. As Frank must give the War Department his reply almost immediately and as the Zaibatsu mission is leaving almost as soon it may be impossible to make the necessary arrangements immediately. Frank will be telephoning this office for some indication for what we have done and our view of his preference in this matter between 10:30 and 11:30 tomorrow (that is Thursday).

894.602/12.645-

JK:RWB:il

In reply refer to
IR

My dear Mr. Edwards:

You have been appointed head of a mission to make recommendations concerning policy for effectively dissolving Japanese combines and other concentrations of private business control. This mission will represent the War and State Departments jointly. It will prepare a report for the Secretaries of War and State, setting forth its recommendations.

This mission will proceed to Japan as soon as the War Department can arrange for transportation. While in Japan, the mission will operate under the authority and control of the Supreme Commander. Every effort should be made to complete the mission's report before leaving Japan in order that it may be transmitted to Washington through the Supreme Commander and accompanied by such comments as he may wish to make.

Arrangements for transportation, housing, and rationing outside Japan will be made by the War Department, and arrangements for these matters and for office space and facilities, interpreters, and stenographers in Japan will be made by the Supreme Commander. The Supreme Commander has been asked to make relevant data obtainable to the mission, to help the mission to obtain pertinent information from the Japanese and to facilitate contacts with Japanese officials and businessmen. Salaries of members of the mission will be paid by the

various

DCR Unit
Mr. Corwin D. Edwards, Consultant,
International Resources Division,
Department of State,
Washington 25, D.C.

894.602/12-2945

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894.602/12-2945

- 2 -

various government agencies in which the members are respectively employed.

The mission's work should be completed as expeditiously as possible. You personally are instructed to return to the United States not later than March 28, 1946, bringing with you such other members of the mission as do not choose to accept further assignments in Japan.

Sincerely yours,

Willard L. Thorp,
Deputy to the Assistant Secretary
for Economic Affairs.

CR
DEC 29 1945

WNR
IR:WMRudolph:amm
12-28-45

*WTT
JA*

*JK
clearance
being obtained
by telephone
HID*

*OFS
Mr. L. H. Fin says
it will not
be necessary
to send this
to him.
HID*

FEB 27 10AM

In reply refer to
IR

My dear Colonel Woodward:

I am enclosing an urgent message to Mr. Corwin D. Edwards, Head of the Zaibatsu Mission in Tokyo. Mr. Edwards is working closely with Colonel Wheeler of the Economic and Scientific Section of SCAP. It will be appreciated if you will have this message transmitted to Mr. Edwards by cable.

Sincerely yours,

Robert P. Terrill
Assistant Chief, International
Resources Division.

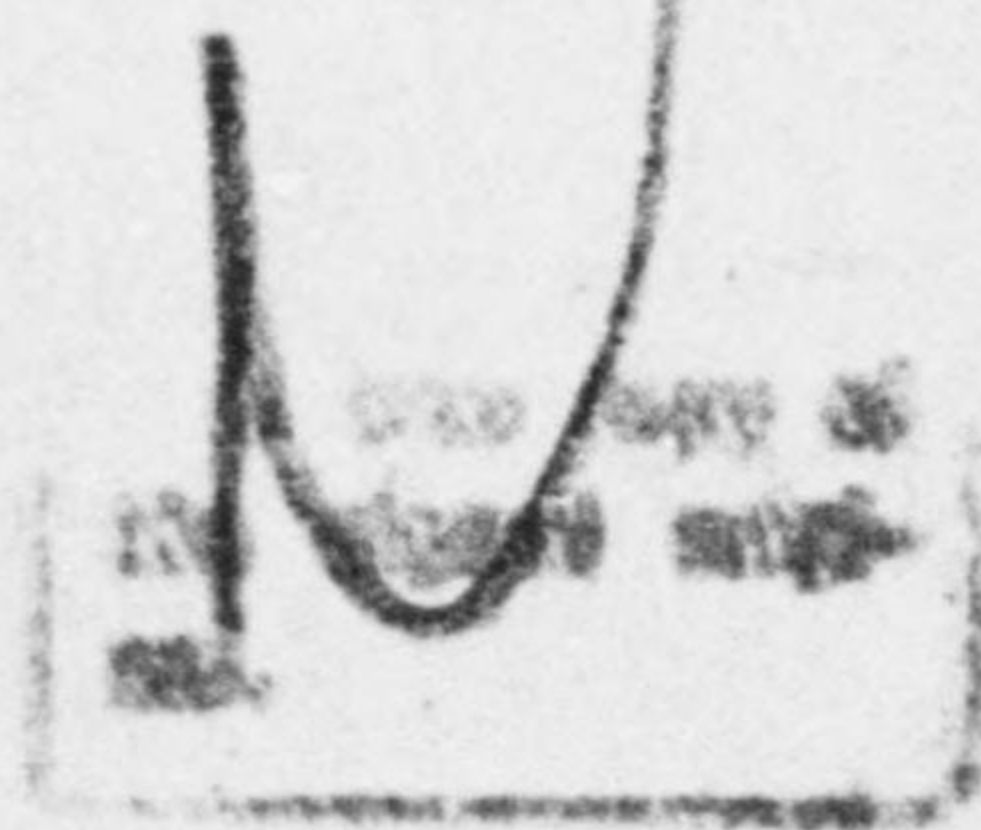
Enclosure:

Draft of cable to
Mr. Corwin D.
Edwards

Colonel G. H. Woodward,
Civil Affairs Division,
Room 3-B-863,
Pentagon Building,
Washington, D.C.

FEB 26 1946

IR:WWRudolph:amm 2/25/46



Cleared with Mr. Turner
JA by telephone 2/25/46.

CS/MJ

894.602/2-2746

894.602/2-2746

111.693/1-2745
111.793/3-2745
800.602/12-2745
894.602/12-2745

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STANDARD FORM NO. 64
~~SECRET~~SECRET *II-9**Office Memorandum* • UNITED STATES GOVERNMENT

TO : FE and JA

DATE: April 11, 1946

FROM : H. K.

SUBJECT: Recommendations of Mission on Japanese Combines.

1. That large companies be scrutinized for possible connection with Zaibatsu and that this be followed by dissolution, not only of top holding companies, but of Zaibatsu corporate combines.
2. Enterprises based upon Zaibatsu family ties should be broken; members of Zaibatsu clans should be divested of their holdings and ejected from all responsible business positions. However, after 10 years under acceptable conditions they may re-enter business activities.
3. While Zaibatsu should be compensated, compensation should not be large enough to enable re-entry into Japanese economy. Taxation, possible partial confiscation of overly large sale of Zaibatsu property, and funds frozen in government bonds for 10 years suggested as means of preventing such come-back.
4. Zaibatsu holdings should be liquidated within two years and sales screened to exclude guise for Zaibatsu.
5. Financial alliances should be broken by restrictions prohibiting large stockholders from holding office or of holding large investments in several companies.
6. Termination of all legislation controlling monopolies except in cases of public usefulness, and enactment of such legislation allowing for free enterprise.
7. Inside control of corporations can be reduced by requirements that management give a full accounting for its stewardship and by prohibiting officers and directors from holding interlocking positions or from holding investments in other companies.
8. Income and inheritance taxes should be steeply graduated and property inherited by the Head of a House should be subject to rates applicable to other heirs.
9. Cooperatives should be encouraged by removal of restricting legislation and termination of government participation in affairs of agricultural associations.
10. In order to gain Japanese support for this program, recent English literature about problems of industrial organization should be made available; SCAP's findings regarding the Zaibatsu should be publicized; a Japanese commission should investigate the Zaibatsu and publicize its findings; revised educational system should direct attention to danger of excessive concentration of economic power; and provision should be made for contact between Japanese antitrust and similar bodies in other countries.

894.602/4-1146

APR 19 1946

In reply refer to
IR

My dear Mr. Purcell:

In January the Securities and Exchange Commission was kind enough to permit Mr. Raymond Vernon to collaborate in the work in Tokyo of the State-War Department zaibatsu mission under the direction of Mr. Corwin D. Edwards.

On behalf of this Department, I wish to express my thanks to you for your cooperation in this matter and my appreciation to Mr. Vernon for the outstanding services which he has rendered. The results of the mission's investigation will be invaluable in connection with the development of a positive course of action to solve important problems concerning Japanese combines and other concentrations of economic power.

I should like to add that Major General Marquat of General MacArthur's staff has highly commended the mission for functioning as an integral part of that staff and assisting in the solution of problems that were beyond the immediate scope of the mission's work.

Sincerely yours,

Willard L. Thorp
Deputy to the Assistant Secretary
for Economic Affairs

DCR ITP Unit

Ans: M.K. [Signature]

Da: [Signature]

Diat: [Signature]

A true copy of the signed original.

The Honorable
Garson Purcell, Chairman,
Securities and Exchange Commission,
Eighteenth and Locust Streets,
Philadelphia 3, Pennsylvania.

APR 18 1946
REPT

WAR
IR:WMRudolph:amm
4/10/46

ITP [Signature]

894.602/4-1946

CS/VJ

894.602/4-1946

In reply refer to
IR.

APR 19 1946

My dear Mr. Ayres:

Last December the Federal Trade Commission was kind enough to permit Mr. Robert Dawkins to collaborate for three months in the work in Tokyo of the State-War Department zaibatsu mission under the direction of Mr. Corwin D. Edwards.

894 602/12-2943

On behalf of this Department, I wish to express my thanks to the Commission for its cooperation in this matter and my appreciation to Mr. Dawkins for the outstanding services which he has rendered. The results of the mission's investigation will be invaluable in connection with the development of a positive course of action to solve important problems concerning Japanese combines and other concentrations of economic power.

I should like to add that Major General Marquat of General MacArthur's staff has highly commended the mission for functioning as an integral part of that staff and assisting in the solution of problems that were beyond the immediate scope of the mission's work.

Sincerely yours,

Willard L. Thorp,
Deputy to the Assistant Secretary
for Economic Affairs.

The Honorable
William A. Ayres, Chairman,
Federal Trade Commission,
Washington 25, D. C.

DOR ITP Unit
Mik
gh
[Signature]

A true copy of the original [unclear]

APR 15 1946
APR 18 1946

IR:WWRudolph:amm 4/10/46

ITP
PL

894.602/4-1946

CS/VJ

894.602/4-1946



WAR DEPARTMENT
CIVIL AFFAIRS DIVISION
WASHINGTON 25, D. C.

~~WIR~~
~~AMIR~~

WDSCA 387.6 (23 Nov 46)

3 December 1946

INTERNATIONAL RESOURCES DIVISION

DEC 10 1946

DEPARTMENT OF STATE

Mr. D. D. Kennedy, Chief
International Resources Division
Department of State
Washington 25, D. C.

Dear Mr. Kennedy:

Inclosed are copies of contracts between Zaibatsu and foreign firms which are forwarded for your information in accordance with agreement with Judge Spencer of the Civil Property Custodian's Office, Supreme Commander Allied Powers, presently in Washington.

894,501 /
894,602 / -

Sincerely yours,

O.P. Echols
O. P. ECHOLS
Major General, USA
Chief, Civil Affairs Division

1 Incl
Copy of contracts
w/list attached

894,602 / 12-346

RM/R
Anal. _____
Rev. *AB*
Cat. _____



INTERNATIONAL CONTRACTS

		<u>Nation</u>
1.	Asahi Glass Co. Blue Ridge Glass Corp.	USA
2.	Asahi Glass Co. Mississippi Glass Co.	"
3.	Asahi Glass Co. Societe Verreries de La Gare et A. Belotte Reunies	France
4.	Fuji Denki Kabushiki Kaisha Siemens Schuckertwerke Siemens & Halske	Germany
5.	Furukawa Electric Co. Algemeine Electricitates Gesellschaft	"
6.	Furukawa Electric Co. Aluminium Laboratories, Ltd.	Canada
7.	Furukawa Electric Co. Siemens & Halske Aklougesellschaft	Germany
8.	Furukawa Electric Co. Vereinigte Leichtmetall Werke	Germany
9.	Gadelius & Co., Ltd. Aktiefalaget Kamy	Sweden
10.	Gadelius & Co., Ltd. Allmanna Ingeniorsbyran	"
11.	Gadelius & Co., Ltd. Area Regulators	"
12.	Gadelius & Co., Ltd. Ekstrom Maskinaffor	"
13.	Gadelius & Co., Ltd. A.B. Industrimetoder	"
14.	Gadelius & Co., Ltd. A.G. Ljungstrome Angturbin	"
15.	Gadelius & Co., Ltd. Northern Equipment Co.	USA
16.	Gadelius & Co., Ltd. A.B. Rosenblade Patenter	Sweden
17.	Gadelius & Co., Ltd. A.B. Superior	"
18.	Gadelius & Co., Ltd. A.B. Syrefast Murning	"
19.	Gadelius & Co., Ltd. A.B. Vaporackumulator	"
20.	Gadelius & Co., Ltd. Yarnall-Waring Co.	USA
20-a	Gadelius & Co., Ltd. S.A. Sindicato Cellulosa Pomilia	Italy
21.	Hidachi Seisaku-jo Solex Co. Kokusan Kogyo Kabushiki Kaisha	France
22.	Kokusan Kogyo Kabushiki Kaisha Societe Anonyme Solex	"
23.	Kokusan Kogyo Kabushiki Kaisha Societe Anonyme Solex Hitachi Seisakusko, Ltd.	"

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24.	Kabushiki Kaisha Kyosen Seisaku-jo	Union Switch & Signal Co.	USA
25.	Kabushiki Kaisha Tokyo Keiki Seisakusho	Svenska Aktiebolaget Logg	Sweden
26.	Kanto Sanso Kabushiki Kaisha	Hooker Electrochemical Co.	USA
27.	Kokusan Kogyo Kabushiki Kaisha Titan Kogyo Kabushiki-Daitsu Senryo Gomei Kaisha Kaisha		
28.	Kokusan Kogyo Kabushiki Kaisha	- Daitsu Senryo Gomei Kaisha	
29.	Mitsubishi Aircraft Co., Ltd.	- Handley Page, Ltd.	England
30.	Mitsubishi Aircraft Co., Ltd.	- La Societe Henry, Maurice et Dick Farman	France
31.	Mitsubishi Electric Co.	National Pneumatic Co.	USA
32.	Mitsubishi Electric Co.	Westinghouse Airbrake Co.	"
33.	Mitsubishi Electric Co.	Westinghouse Electric & International	"
34.	Mitsubishi Goshi Kaisha Mitsubishi Shoji Kabushiki Kaisha Mitsubishi Shoji Kabushiki Kaisha	Associated Oil Co.	"
35.	Mitsubishi Jukogyo Kabushiki Kaisha	- Robert Macgregor and King, Ltd.	England
36.	Mitsubishi Jukogyo Kabushiki Kaisha	Societe Anonyme Advelphe Sourer	France
37.	Mitsubishi Jukogyo Kabushiki Kaisha	Willy Salge & Co.	Germany
38.	Mitsubishi Kogyo Kabushiki Kaisha	Friedrich Krupp Grusonwerk A.G.	"
39.	Mitsubishi Heinenki Kaishi, Ltd.	- Societe Anonyme des Carburateurs et Appareils Claudel	France
40.	Mitsui Bussan Co., Ltd.	Aktieselskabet Burmeister Wain Masking-og	Denmark
41.	Mitsui Bussan Co., Ltd.	United Aircraft Corporation	USA
42.	Mitsui Bussan Co., Ltd.	Hamilton Standard Propeller Co.	"
43.	Mitsui Mining Co., Ltd.	Consolidated Mining and Smelting Co.	Canada

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44.	Mitsui Zosen Kabushiki Kaisha	James Howden & Co., Ltd.	England
45.	Mitsui Zosen Kabushiki Kaisha	Gotaverken	Sweden
46.	Nippon Chisso Hiryo Kabushiki Kaisha, Ltd.	Kunstdunger-Patent-Verwertunge A.G.	Switzerland
47.	Nippon Chisso Hiryo Kabushiki Kaisha	S.I.B.I. Societa Italiana Research Industriali	Italy
48.	Nippon-Columbia Co. Ltd.	Electric & Musical Industries, Ltd.	England
49.	Nippon Columbia Co. Ltd.	Electric & Musical Industries, Ltd.	"
50.	Nippon Denki Kabushiki Kaisha Sumitomo Densen Kabushiki Kaisha	International Standard Electric Co.	Germany
51.	Nippon Denki Kabushiki Kaisha	International Standard Electric Co.	USA
52.	Nippon Denki Kabushiki Kaisha	Molybdenum Co.	Holland
53.	Nippon Denki Kabushiki Kaisha	Weston Electrical Instrument Corp.	USA
54.	Nippon Jinzohiryo Co.	Montecatini Co.	Italy
55.	Nippon Coy, Ltd.	Montecatini Co.	"
56.	Nippon Jinzohiryo Co.	Montecatini Societa General per L'Industria Mineraria ed Agricola	"
57.	Nippon Keikinzoku Kabushiki Kaisha	Koppers, Heinrich, Gesellschaft	Germany
58.	Nippon Mining Co.	Lurgi Gesellschaft Fuel Chemi and Huttenswesen m.b.h.	"
59.	Nippon Pitch-coke Kogyo Kabushiki Kaisha	Koppers Co.	"
60.	Nippon Victor Chikuonki Kabushiki Kaisha	Radio Corp.	USA
61.	Nippon Victor Chikuonki Kabushiki Kaisha	Westinghouse Electric International Co.	"
62.	Sumitomo Denki Kogyo Kabushiki Kaisha	Algemeinene Electricitates Gesellschaft	Germany

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63.	Sumitomo Denki Kogyo Kabushiki Kaisha	International ^{al} /Standard Electric Co.	USA
64.	Sumitomo Kikai Kogyo Kabushiki Kaisha	Cycle Co.	Germany
65.	Sumitomo Kabushiki Kaisha	Deutsche Edelstaberwerke Aktiengesellschaft, Krefeld, Siemens & Halske, Siemens- Schuckertwerks Aktiengesellschaft	"
66.	Sumitomo Kinzoku Kogyo Kabushiki Kaisha	Deutsche Metallwerke	"
67.	Sumitomo Shindo Kokan Kabushiki Kaisha	Maschinenfabrik Meer Aktungesellschaft Gladback, H. Singer, Fritz	Switzerland
68.	Sumitomo Electric Wire and Cable Works, Ltd.	Furukawa Electric Company, Ltd.	
69.	Sumitomo Machinery Works, Ltd.	North American Cyanamid, Ltd.	USA
70.	Sanki Kogyo Kabushiki Kaisha	Dorr Co.	"
71.	Takeda Chemical Industry Co.	Society of Chemical Industry in Basle	Switzerland
72.	Tokyo Keiki Seisaku-jo	Sperry Gyroscope Co., Inc.	USA
73.	Tokyo Shibaura Engineering Works Mitsui Bussan, Kaisha	Ajax Metal Company Ajax Electrothermic Corp	"
74.	Tokyo Shibaura Denki Kabushiki Kaisha	Ajax Electrothermic Corp.	"
75.	Tokyo Shibaura Denki Kabushiki Kaisha	International General Electric Co.	"
76.	Tokyo Shibaura Denki Kabushiki Kaisha	Radio Corp.	"
77.	Tokyo Shibaura Denki Kabushiki Kaisha	United Engineering & Fohndry Co.	"
78.	Tokyo Shibaura Denki Co. Ltd.	Waren Telechron Co.	"
79.	Tokyo Shibaura Denki Kabushiki Kaisha	Westinghouse Electric International Co.	"
80.	Yanase Automobile Co. Ltd.	Cities Service Export Oil Co.	"

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10. Gadelius & Co., Ltd.	Allmanna Ingeniörsbyran	"
11. Gadelius & Co., Ltd.	Area Regulators	"
12. Gadelius & Co., Ltd.	Ekstrom Maskinaffor	"
13. Gadelius & Co., Ltd.	A.B. Industrimetoder	"
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17. Gadelius & Co., Ltd.	A.B. Superior	"
18. Gadelius & Co., Ltd.	A.B. Syrefast Murning	"
19. Gadelius & Co., Ltd.	A.B. Vaporackumulator	"
20. Gadelius & Co., Ltd.	Yarnall-Waring Co.	USA
20-a Gadelius & Co., Ltd.	S.A. Sindicato Cellulosa Pomilia	Italy
21. Hitachi Seisaku-jo Kokusan Kogyo Kabushiki Kaisha	Solex Co.	France
22. Kokusan Kogyo Kabushiki Kaisha	Societe Anonyme Solex	"
23. Kokusan Kogyo Kabushiki Kaisha Hitachi Seisakusko, Ltd.	Societe Anonyme Solex	"

- 2 -

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33.	Mitsubishi Electric Co.	Westinghouse Electric & International	"
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35.	Mitsubishi Jukogyo Kabushiki Kaisha	Robert Macgregor and King, Ltd.	England
36.	Mitsubishi Jukogyo Kabushiki Kaisha	Societe Anonyme Advelphe Sourer	France
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40.	Mitsui Bussan Co., Ltd.	Aktieselskabet Burmeister Wain Masking-og	Denmark
41.	Mitsui Bussan Co., Ltd.	United Aircraft Corporation	USA
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53.	Nippon Denki Kabushiki Kaisha	Weston Electrical Instrument Corp.	USA
54.	Nippon Jinzohiryo Co.	Montecatini Co.	Italy
55.	Nippon Coy, Ltd.	Montecatini Co.	"
56.	Nippon Jinzohiryo Co.	Montecatini Societa General per L'Industria Mineraria ed Agricola	"
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60.	Nippon Victor Chikuonki Kabushiki Kaisha	Radio Corp.	USA
61.	Nippon Victor Chikuonki Kabushiki Kaisha	Westinghouse Electric International Co.	"
62.	Sumitomo Denki Kogyo Kabushiki Kaisha	Allgemeine Electricitates Gesellschaft	Germany

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63.	Sumitomo Denki Kogyo Kabushiki Kaisha	International/ ^{al} Standard Electric Co.	USA
64.	Sumitomo Kikai Kogyo Kabushiki Kaisha	Cyclo Co.	Germany
65.	Sumitomo Kabushiki Kaisha	Deutsche Edelstaberwerke Aktiengesellschaft, Krefeld, Siemens & Halske, Siemens- Schuckertwerks Aktiengesellschaft	"
66.	Sumitomo Kinzoku Kogyo Kabushiki Kaisha	Deutsche Metallwerke	"
67.	Sumitomo Shindo Kokan Kabushiki Kaisha	Maschinenfabrik Meer Aktungesellschaft Gladback, H. Singer, Fritz	Switzerland
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69.	Sumitomo Machinery Works, Ltd.	North American Cyanamid, Ltd.	USA
70.	Sanki Kogyo Kabushiki Kaisha	Dorr Co.	"
71.	Takeda Chemical Industry Co.	Society of Chemical Industry in Basle	Switzerland
72.	Tokyo Keiki Seisaku-jo	Sperry Gyroscope Co., Inc.	USA
73.	Tokyo Shibaura Engineering Works Mitsui Bussan, Kaisha	Ajax Metal Company Ajax Electrothermic Corp	"
74.	Tokyo Shibaura Denki Kabushiki Kaisha	Ajax Electrothermic Corp.	"
75.	Tokyo Shibaura Denki Kabushiki Kaisha	International General Electric Co.	"
76.	Tokyo Shibaura Denki Kabushiki Kaisha	Radio Corp.	"
77.	Tokyo Shibaura Denki Kabushiki Kaisha	United Engineering & Foundry Co.	"
78.	Tokyo Shibaura Denki Co. Ltd.	Waren Telechron Co.	"
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11. Gadelius & Co., Ltd.	Area Regulators	"
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13. Gadelius & Co., Ltd.	A.B. Industrimetoder	"
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15. Gadelius & Co., Ltd.	Northern Equipment Co.	USA
16. Gadelius & Co., Ltd.	A.B. Rosenblads Patentor	Sweden
17. Gadelius & Co., Ltd.	A.B. Superior	"
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19. Gadelius & Co., Ltd.	A.B. Vaporackumulator	"
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22. Kokusan Kogyo Kabushiki Kaisha	Societe Anonyme Solex	"
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- 2 -

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| ✓ 28. | Kokusan Kogyo Dabushiki Kaishi | - Doitsu Senryo Gomei Kaisha | |
| 29. | Mitsubishi Aircraft Co., Ltd. | - Handley Page, Ltd. | England |
| 30. | Mitsubishi Aircraft Co., Ltd. | - La Societe Henry, Maurice
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| 32. | Mitsubishi Electric Co. | Westinghouse Airbrake Co. | " |
| 33. | Mitsubishi Electric Co. | Westinghouse Electric &
International | " |
| 34. | Mitsubishi Goshi Kaisha
Mitsubishi Shoji Kabushiki Kaisha
Mitsubishi Shoji Kabushiki Kaisha | Associated Oil Co. | " |
| 35. | Mitsubishi Jukogyo Kabushiki
Kaisha | - Robert Macgregor and King,
Ltd. | England |
| 36. | Mitsubishi Jukogyo
Kabushiki Kaisha | Societe Anonyme Advelphe
Sourer | France |
| 37. | Mitsubishi Jukogyo
Kabushiki Kaisha | Willy Salge & Co. | Germany |
| 38. | Mitsubishi Kogyo
Kabushiki Kaisha | Friedrich Krupp Grusonwerk A.G. | " |
| 39. | Mitsubishi Heinenki Kaishi,
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59.	Nippon Pitch-coke Kogyo Kabushiki Kaisha	Koppers Co.	"
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64.	Sumitomo Kikai Kogyo Kabushiki Kaisha	Cyelo Co.	Germany
65.	Sumitomo Kabushiki Kaisha	Deutsche Edelstaberwerke Aktiengesellschaft, Krefeld, Siemens & Halske, Siemens- Schuckertwerks Aktiengesellschaft	"
66.	Sumitomo Kinzoku Kogyo Kabushiki Kaisha	Deutsche Metallwerke	"
67.	Sumitomo Shindo Kokan Kabushiki Kaisha	Maschinenfabrik Meer Aktungesellschaft Gladback, H. Singer, Fritz	Switzerland
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79.	Tokyo Shibaura Denki Kabushiki Kaisha	Westinghouse Electric International Co.	"
80.	Yanase Automobile Co. Ltd.	Cities Service Export Oil Co.	"

(3)

Correspondance a Adresser
a l'Usine de BLANC-MISSERON(Nord)

Service: DIRECTION
Reference: RG/MP
Date: 3/12/1935

SIBGE SOCIAL:
8-10, Place Saint-Gery
VALENCIENNES

Blanc-Misseron, le 3 décembre 1935

Monsieur K. MORITA
3 rue Daloud
PARIS.

Monsieur,

Comme suite à nos pourparlers, nous, SOCIÉTÉ
VERRERIES DE LA GARE ET A. BELOTTE REUNIES, ciaprès dénommée
Sté VERRERIES, vous confirmons ce qui suit:

- 1°) Nous cédon par la presente à l'ASAHI GLASS COMPANY
ciaprès dénommée Sté ASAHI, la propriété, pour l'exploit
ation exclusive, pour le JAPON, ses colonies, territoires,
possessions et protectorats, la CHINE, et le MANDCHUKUO, de
l'invention faisant l'objet du brevet déposé en France au
nom de notre Societe le 14/10/1935 sous le N° 391,181 pour
"FOUR A BASSIN POUR LA FABRICATION SIMULTANEE DE DIFFERENTS
ARTICLES EN VERRE" avec droit pour Sté ASAHI de déposer
des demandes de brevets correspondantes dans les pays
susvisés, c'esta-dire JAPON, ses colonies, territoires,
possessions et protoctorats, CHINE et MANDCHUKUO en revendi-
quant la priorité accordée par les Conventions Internationales.
- 2°) Sté VERRERIES signera, à premiere requisition de Sté
ASAHI, toutes pieces destinées a permettre a Sté ASAHI de
déposer des demandes de brevets dans les pays concédés, soit
à son nom, soit au nom de toutes personnes ou sociétés
qu'elle indiquera.
- 3°) Sté VERRERIES remettra à Sté ASAHI une copie certifiées
conforme au texte du brevet déposé en France, afin que
Sté ASAHI puisse déposer en temps voulu, si elle le désire,
des brevets correspondants dans les pays concédés. Les
frais entraînés par ces dépôts de trevets et leur
obtention et leur maintien en vigueur seront supportés
par Sté ASAHI.
- 4°) Sté VERRERIES remettra en outre à Sté ASAHI sans
sucun frais pour cette derniere trois exemplaires de
tous les dessins et plans de construction du bassin

actuellement existant, établi suivant le procédé breveté chaque série de dessins et plans accompagnés d'une description détaillée. Ces trois exemplaires de dessins, ces plans avec descriptions seront remis par Sté VERRERIES à Sté ASAHI dans un délai de quatre semaines à partir du jour de la signature de la présente entente.

5°) Sté VERRERIES s'engage à communiquer gratuitement à Sté ASAHI les tours de mains et les perfectionnements ou améliorations qui pourraient être ultérieurement apportés au brevet dont il s'agit; de son côté, et réciproquement, Sté VERRERIES les tours de mains et les perfectionnements ou améliorations qu'elle pourrait apporter ultérieurement elle-même à ce procédé.

6°) Si Sté VERRERIES dépose un brevet pour une invention se rapportant au procédé faisant l'objet du brevet susvisé, elle accordera à Sté ASAHI pour l'acquisition de l'invention et du droit au brevet correspondant à déposer au JAPON, les colonies, territoires, possessions et protectorats, la CHINE et le MANDCHUKUO, un droit de préférence, à des conditions non supérieures à celles qu'elle obtiendrait d'autres acquéreurs éventuels, de même si Sté ASAHI dépose elle-même un brevet pour une invention se rapportant au dit procédé, elle accordera à Sté VERRERIES, pour l'acquisition de l'invention et du droit aux brevets correspondants à déposer pour les autres pays que ceux qui viennent d'être énumérés, un droit de préférence à des conditions non supérieures à celles qu'elle obtiendrait d'autres acquéreurs éventuels.

En conséquence, chacune des deux Sociétés ne pourra traiter avec un tiers pour la cession du droit à une invention nouvelle et aux nouveaux brevets protégeant cette invention, sans en avoir avisé au préalable l'autre Société et lui avoir offert un droit de préférence à condition égales pour les territoires qui intéressent respectivement chacune des deux sociétés, c'est à dire le JAPON, ses colonies, territoires, possessions et protectorats, la CHINE et la MANDCHUKUO, en ce qui concerne Sté ASAHI, tous les autres pays en ce qui concerne Sté VERRERIES.

7°) Chacune des deux Sociétés aura la liberté complète de vente des produits fabriqués d'après le procédé dont il s'agit, même dans les pays où l'autre société sera propriétaire de l'invention et des brevets.

8°) Sté VERRERIES s'engage à donner gratuitement à Sté Asahi toute aide toutes instructions et tous conseils au

cas ou Sté ASAHI projetterait d'établir des installations au moyen du même procédé mais sur une autre échelle.

9°) Sté VERRERIES autorise Sté ASAHI à envoyer un technicien faire un stage unique de 15 jours au maximum dans ses usines et donnera la possibilité à ce technicien de procéder à des travaux pratiques dans cette usine. Ce technicien recevra pendant son séjour, la direction, les conseils et les instructions dont il pourra avoir besoin.

Par la suite et pendant une durée de trois années, Sté VERRERIES autorisera de simples visites de l'usine par des représentants de Sté ASAHI trois fois par an en moyenne.

10°) La présente cession d'invention et de droit au brevet est faite sans aucune garantie de l'invention ou de la validité du brevet. La présente entente est définitive entre les parties et la Sté ASAHI ne sera jamais admise à exercer aucune revendication à l'égard de Sté VERRERIES même si des antériorités étaient découvertes à l'invention présentement cédée. Sté ASAHI ne pourra jamais demander le remboursement partiel ou total du prix qu'elle s'engage à verser plus loin, Sté ASAHI devra d'autre part supporter personnellement tous procès ou revendications de la part de tiers se rapportant à l'objet de l'invention cédée et en aucun cas ne pourra appeler Sté VERRERIES en garantie.

11°) La présente cession est faite moyennant le prix de 100,000 frs (CENT MILLE FRANCS) payables comme suit:

50,000 frs (CINQUANTE MILLE FRANCS) au moment de la remise de la présente lettre par Sté VERRERIES à Sté ASAHI.

50,000 frs (CINQUANTE MILLE FRANCS) contre remise des plans et descriptions visés au paragraphe 4 de la présente lettre.

Veillez, pour la bonne règle, nous confirmer votre accord et agréer, Monsieur, nos civilités empressées.

3 Décembre 1935

Verreries de la Gare et
A. BELOTTE Réunies
BLANC-MISSERON. Nord.

Messieurs,

J'ai bien reçu votre lettre du 3 Décembre 1935
ainsi conçue:

"Comme suite à nos pourparlers, nous, Société
VERRERIES DE LA GARE et A. BELOTTE Réunies, ci-après dénommée
Sté VERRERIES, vous confirmons ce qui suit:

"P) Nous cédon's par la présente à l'ASAHI GLASS
COMPANY ci-après dénommée Sté ASAHI, la propriété, pour
l'exploitation exclusive, pour le JAPON, ses colonies,
territoires, possessions et protectorats, la CHINE et le
MANDCHUKUO, de l'invention faisant l'objet du brevet
déposé en France au nom de notre Société le 14/10/1935
sous le No. 391,181 pour "FOUR A BASSIN POUR LA FABRICA-
TION SIMULTANEE DE DIFFERENTS ARTICLES EN VERRE" avec
droit pour Sté ASAHI de déposer des demandes de brevets
correspondantes dans les pays susvisés, c'est-à-dire
JAPON, ses colonies territoriales, possessions et protect-
orats, CHINE et MANDCHUKUO en revendiquant la priorité
accordée par les Conventions Internationales."

"2°) Sté VERRERIES signera, à première réquisi-
tion de Sté ASAHI toutes pièces destinées à permettre à
Sté ASAHI de déposer des demandes de brevets dans les
pays concédés, soit à son nom, soit au nom de toutes
personnes ou sociétés qu'elle indiquera."

"3°) Sté VERRERIES remettra à Sté ASAHI une copie
certifiée conforme au texte du brevet déposé en France,
en France, afin que Sté ASAHI puisse déposer en temps
voulu, si elle le désire, des brevets correspondants
dans les pays concédés. Les frais entraînés par ces dépôts
de brevets et leur obtention et leur maintien en vigueur
seront supportés par Sté ASAHI."

"4°) Sté VERRERIES remettra en outre à Sté ASAHI

sans aucun frais pour cette dernière trois exemplaires de tous les dessins et plans de construction du bassin actuellement existant, établi suivant le procédé breveté, chaque série de dessins et plans accompagnés d'une description détaillée. Ces trois exemplaires de dessins, ces plans avec descriptions seront remis par Sté VERRERIES à Sté ASAHI dans un délai de quatre semaines à partir du jour de la signature de la présente entente.

"5°) Sté VERRERIES s'engage à communiquer gratuitement à Sté ASAHI les tours de mains et les perfectionnements ou améliorations qui pourraient être ultérieurement apportés au brevet dont il s'agit; de son côté, et réciproquement, Sté ASAHI s'engage à communiquer gratuitement à Sté VERRERIES les tours de mains et les perfectionnements ou améliorations qu'elle pourrait apporter ultérieurement elle-même à ce procédé."

"6°) Si Sté VERRERIES dépose un brevet pour une invention se rapportant au procédé faisant l'objet du brevet susvisé, elle accordera à Sté ASAHI pour l'acquisition de l'invention et du droit de brevet correspondant à déposer au JAPON, ses colonies, territoires, possessions et protectorats, la CHINE et le MANDCHUKUO, un droit de préférence, à des conditions non supérieures à celles qu'elle obtiendrait d'autres acquéreurs éventuels, de même si Sté ASAHI dépose elle-même un brevet pour une invention se rapportant au dit procédé, elle accordera à Sté VERRERIES, pour l'acquisition de l'invention et du droit aux brevets correspondants à déposer pour les autres pays que ceux qui viennent d'être énumérés, un droit de préférence à des conditions non supérieures à celles qu'elle obtiendrait d'autres acquéreurs éventuels."

"En conséquence, chacune des deux Sociétés ne pourra traiter avec un tiers pour la cession du droit à une invention nouvelle et aux nouveaux brevets protégeant cette invention, sans en avoir avisé au préalable l'autre Société et lui avoir offert un droit de préférence à conditions égales pour les territoires qui intéressent respectivement chacune des deux Sociétés, c'est-à-dire le JAPON, ses colonies, territoires, possessions et protectorats, la CHINE et le MANDCHUKUO, en ce qui concerne Sté ASAHI, tous les autres pays en ce qui concerne Sté VERRERIES"

"7°) Chacune des deux Sociétés aura la liberté complète de vente des produits fabriqués d'après le procédé dont il s'agit, même dans les pays ou l'autre

Société sera propriétaire de l'invention et des brevets."

"8°) Sté VERRERIES s'engage à donner gratuitement à Sté ASAHI toute aide, toutes instructions et tous conseils au cas où Sté ASAHI projeterait d'établir des installations au moyen du même procédé, mais sur une autre échelle."

"9°) Sté VERRERIES autorise Sté ASAHI à envoyer un technicien faire un stage unique de 15 jours au maximum dans ses usines et donnera la possibilité à ce technicien de procéder à des travaux pratiques dans cette usine. Ce technicien recevra pendant son séjour la direction les conseils et les instructions dont il pourra avoir besoin."

"Par la suite et pendant une durée de trois années, Sté VERRERIES autorisera de simples visites de l'usine par des représentants de Sté ASAHI trois fois par an en moyenne."

"10°) La présente cession d'invention et de droit au brevet est faite sans aucune garantie de l'invention ou de la validité du brevet. La présente entente est définitive entre les parties et la Sté ASAHI ne sera jamais admise à exercer aucune revendication à l'égard de Sté VERRERIES même si des antériorités étaient découvertes à l'invention présentement cédée. Sté ASAHI ne pourra jamais demander le remboursement partiel ou total du prix qu'elle s'engage à verser plus loin, Sté ASAHI devra d'autre part supporter personnellement tous procès ou revendications de la part de tiers se rapportant à l'objet de l'invention cédée et en aucun cas ne pourra appeler Sté VERRERIES en garantie."

"11°) La présente cession est faite moyennant le prix de 100,000 Francs (CENT MILLE FRANCS) payables comme suit:

"50,000 frs (CINQUANTE MILLE FRANCS) au moment de la remise de la présente lettre par Sté VERRERIES à Sté ASAHI."

"50,000 frs (CINQUANTE MILLE FRANCS) contre remise des plans et descriptions visés au paragraphe 4 de la présente lettre."

"Veuillez pour la bonne règle, nous confirmer votre accord et agréer Monsieur, nos civilités empressées."

Je suis bien d'accord sur les termes de cette lettre. Toutefois, il y aura lieu de rectifier le nombre de techniciens admis à faire un stage unique de 15 jours dans votre usine. Il a toujours été question en effet, entre nous, lors de nos pour parles, de deux ou trois techniciens et non pas d'un seul. Je vous prie donc de bien vouloir m'adresser, sous forme d'appendice au paragraphe 9 de votre lettre précitée, votre accord écrit sur cette rectification qui consistera à mentionner "deux ou trois techniciens etc."

Dans cette attente, je vous prie d'agréer Messieurs, mes salutations les plus distinguées.

Correspondance a Adresser
a l'Usine de BLANC-MISSERON (Nord)

Service: DIRECTION

SIBGE SOCIAL:

Reference: RG/MP

5-10, Place Saint-Gery

Date: 17/12/1935

VALENCIENNES

Blanc-Misseron, le 17 décembre 1935

Monsieur MORITA

3 rue Davioud

PARIS.

16^{ème}

Cher Monsieur,

Nous vous accusons réception de votre lettre du 3 courant et sommes tout à fait d'accord pour porter à 2 personnes le nombre de techniciens à faire un stage unique dans nos Usines.

Nous vous ferons parvenir prochainement les plans que nous devons vous fournir.

Veillez croire, Cher Monsieur, à nos sentiments les plus distingués.

(4)

Tokyo, Oct. 27, 1946

Fuji Denki Seizo K.K.
(Fuji Electric Mfg. Co., Ltd.)
No.6, 2-chome, Marunouchi,
Kojimachi-ku, Tokyo.

To the Minister of Commerce and
Industry. J. Hoshijima.

Excellency.

In accordance with the note "21-Ren-55" (dated on Oct. 18, 1946) we beg to notify your excellency the following:

1. Contents of actual contracts existing on Dec. 7th 1941.

(A) Contract party and his nationality:

Siemens Schuckertwerke, A.G. Berlin, Germany.

Siemens & Halske A.G., Berlin,

(B) Contents of contract:

(a) Characteristics, secrets, methods as well as patents past and future concerning the manufacturing of the undermentioned machines and apparatuses.

Electric machines, motors, generators, controllers, switch boards, instruments for electric equipments, electric instruments, telephone apparatuses, telegraphic instruments, signal apparatuses, watermeters, medical instruments and other electrical instruments and apparatuses.

- (b) In validity for twenty years from June, 1st 1922, but prolonged to the termination of war.
- (c) During the validity of the contract free from royalty. Even after dissolving the contract the patents may be utilized against payment of royalty.
- (d) The patents are registered in the name of Siemens and belong to the possession of Siemens Expenses for registration and maintenance are to be borne by Fuji Electric Mfg. Co., Ltd.

In case the dividend exceeds 10 % a royalty of 1 % of sales is to be paid to Siemens.

(C) Registration No. registered according to the above are as per separate sheets.

2. In case alterations have been made since then in the contract stipulations, the stipulations to be given :-

None,

3. In execution of the contract, royalties paid and royalties to be paid since on 7th Dec., 1941.

(a) Royalties Paid.

	date of payment
¥ 74,384.12	Feb. 25, '42.
1,080,963.59	May, 25, '43.
578,930.75	July, 20, '44.
171,552.59	Nov. 7, '44.

Total ¥1,905,831.05

(b) Royalties to be paid
¥ 887,698.54

4. Method of payment of royalties.

- (A) The royalty to be paid to Siemens, Berlin. up to July 20th, 1944 was applied to the paying money of Siemens for the increasing capital of our company.
- (B) The royalty to be paid to Siemens, Berlin on November 7th, 1944, which had been paid to Siemens Schuckert Denki Kabushiki Kaisha. Tokyo, was paid back to our company as the paying amount of Siemens, Berlin.
- (C) The amount not yet paid is remaining in the Account payable.

FUJII DENKI SEIZO
KABUSHIKI KAISHA
[Handwritten signature]

Registration No. of patent

Fuji Electric Mfg. Co., Ltd.

84347	82452	86699	100758
84408	82811	87700	100960
84466	82812	86702	101224
85852	83332	86704	101225
85892	83337	87003	101226
85929	83339	87070	101650
85970	83340	87071	101651
85989	83341	87072	101652
86930	83342	87073	101653
86936	83343	87074	101654
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87427	83359	87077	102156
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91517	86011	89390	103821
91521	86012	89391	104284
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92141	86690	100270	104603
92150	86692	100270	104605
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92441	86694	100704	105002
92442	86695	100705	105338
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10626 6	109324	111600	
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114207	116256	117897
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136690	138224	139349
136691	138225	139379
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136824	138229	139392
137018	138232	139393
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144295	145835	148795
144297	146036	148796
144298	146304	148797
144299	146314	148798
144300	146375	148799
144301	146376	148800
144804	146391	148888
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148870	148846	150857	152578
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148872	148848	151310	152823
148873	148849	151311	152825
148874	148850	151312	152826
148875	148853	151356	152828
148876	148857	151357	152829
148877	148858	151358	152830
148878	148859	151359	152831
148879	148860	151360	152832
148880	150074	151361	152833
148881	150075	151457	152834
148882	150252	151458	152835
148883	150253	151459	152836
148884	150254	151460	152837
148885	150255	151461	152838
148886	150256	151772	152839
148887	150598	151773	152840
148901	150832	151774	153411
148927	150813	151775	153412
148928	150814	151776	153413
149104	150815	151777	153414
149105	150816	151778	153415
149106	150873	151779	153416
149107	150874	152312	153673
149108	150875	152313	153674
149321	150876	152314	153939
149338	150877	152315	153940
149389	150955	152316	154049
149585	150956	152317	154259
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~~154739~~
154939

154738	156262	158026	159781
154803	156293	158027	159782
154804	156294	158029	159783
154805	156435	158030	159807
155082	156797	158031	159919
155243	156798	158032	159920
155244	156799	158033	159921
155245	156800	158034	159922
155246	157230	158035	159923
155247	157231	158036	159924
155248	157420	158037	160234
155249	157421	158039	160430
155250	157422	158614	160431
155415	157423	158615	160432
155650	157424	158616	160433
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155730	157426	158689	160435
155731	157427	158965	160436
155732	157428	159286	160862
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155734	157430	159289	160865
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155736	157736	159291	160867
155737	157737	159292	160868
156286	157738	159293	160869
156287	157739	159294	160870
156288	158021	159295	160801
156289	158022	159296	160872
156290	158023	159297	160873
156291	158024	159298	160874
	158025	159790	160875

160876	162424	164363	165072
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161355	162426	164365	165743
161453	162427	164366	165744
161454	162428	164367	165745
161455	162430	164368	165746
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161457	162432	164360	165748
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161461	163542	164373	165751
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161465	163547	164377	165755
162376	163548	164378	165756
162377	163549	164379	166420
162378	163550	164501	166421
162400	163551	165059	167051
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162402	163555	165061	167650
162403	163897	165062	167651
162404	164354	165063	167652
162405	164355	165064	167653
162416	164356	165065	167654
162419	164357	165066	167655
162420	164358	165067	167816
162421	164359	165068	168341
162422	164360	165069	168342
162423	164361	165070	168343
	164362	165071	168344

168345

168346

172497

172599

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172611

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172626

Total 1384

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Registration No. of utility model

Fuji Electric Mfg. Co. Ltd.

191828	212865	232601	248422
191829	214481	232610	248855
193285	214482	232612	248856
194363	214483	232613	248857
194368	215696	232614	248858
194369	215697	233721	248859
194370	217437	233722	248860
194374	217438	233724	248861
194375	217439	233728	248878
194376	217440	234744	248879
195278	217446	234748	250180
195279	217456	234749	251193
195281	217457	235539	251196
196382	217459	235540	251197
196383	218458	235541	251198
197652	218463	235542	251199
197707	219532	235543	253072
197926	219895	235545	253087
197929	219900	235546	253094
199339	219915	236855	253101
199340	219916	236856	254285
199342	221023	236857	254286
200427	221053	237822	254227
200428	221914	237823	254228
203833	222426	237824	254229
203896	222743	237825	254230
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204686	223580	237827	254987
205183	223581	237828	254995
205186	223582	237831	254996
205866	224873	238995	254997
205868	224874	239004	256639
205871	224875	239005	256640
205874	226188	240081	256641
205875	226190	240082	257411
205891	226194	240083	257412
205892	226835	240084	257413
207170	227291	240085	257414
207171	227292	240087	257415
207841	227294	241314	258442
207842	227295	241315	258445
207843	227296	242486	258446
207844	228404	242487	258447
207846	230161	242486	258448
209312	230164	243715	258449
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209326	230169	244996	259278
211554	230169	244997	260112
211555	231421	244998	260125
211556	231422	244999	260126
211559	231424	246419	260127
211603	231426	246420	260128
212861	231427	246421	260129

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261170	275508	284748	295997
261171	275509	285186	295958
261172	275510	285436	295959
261173	275511	285437	295960
263386	275512	285448	297591
263391	275513	285449	297592
263392	275514	285450	297593
263394	275921	285690	297594
263395	275929	285529	297595
263398	276710	285530	297596
263397	276711	285531	297597
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264897	278098	285539	298995
264898	2782284	285540	298996
264899	278241	287658	299001
264900	278242	287675	299002
265214	278243	288728	300001
266225	278291	288844	301669
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267365	278295	288846	301671
267381	278296	288847	301672
267384	278297	289597	301673
267390	278302	290238	301674
267753	278303	290239	301675
268567	278304	290266	301676
268568	278305	291260	301677
268570	278306	291333	301678
268573	278307	291334	302183
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268575	278653	291336	302850
268576	280351	291338	302851
268577	281287	291339	302852
268578	281288	291592	302853
268579	281289	292611	302854
268580	284307	292613	302855
268581	281311	291850	302856
268589	281312	292855	302857
268890	281313	292861	304127
268903	281314	292862	304987
270548	281787	292863	305111
271319	281788	293286	305112
271332	281789	293491	305113
271340	281790	293492	306830
271344	281791	294493	307020
271348	281792	293494	307021
272752	282774	293495	307022
272753	282775	293496	307023
272754	282776	293734	307024
272755	282822	294093	310043
274213	282823	294178	310046
274214	282824	294179	310047
274215	282825	295345	310048
274216	284182	295953	310049
275505	284183	295955	310050

310236	321714	331934	339109	348558
312518	321715	331935	339110	348559
314150	322802	331936	340921	348560
314152	322803	331937	340922	348561
314153	322804	333075	340923	348567
314169	323842	334134	340924	348568
314170	323843	335133	340925	348568
314182	323844	335269	340926	348569
315050	326800	335270	340927	348560
315051	327828	335271	340928	348561
315741	327829	336500	340929	348562
316076	327830	336501	340930	
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316078	328821	336503	340936	=====
316079	328822	336504	340937	
316080	328823		344739	
316082	328824	337426	344740	
316432	328825	337859	344741	
316670	328826	337960	344742	
317177	328854	338250	344743	
317179	328855	338251	344764	
318184	330087	338252	344765	
318324	330860	338253	344766	
318574	330861	338254	346023	
319395	330862	338255	347319	
319489	330863	338256	347320	
319491	330864	338257	347321	
319492	331612	338258	347329	
319776	331631	339077	347334	
321533	331932	339078	348556	
321712	331933	339108	348557	

Registration No. of design

Fuji Electric Mfg. Co., Ltd.

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MEMORANDUM OF AGREEMENT made this 14th day of June, 1939.

BETWEEN:

ALUMINIUM LABORATORIES LIMITED,
a corporation organized and existing under the
"Companies Act" of the Dominion of Canada, and
having a legally established office in the City
of Montreal, Province of Quebec, Canada, here-
inafter called the "Licensor", which expression
shall include its successors and assigns when
the content so requires and admits;

AND FURUKAWA ELECTRIC COMPANY, LIMITED,
a corporation organized and existing under the
laws of the Japanese Empire, and having a legally
established office in the City of Tokyo, Japan,
hereinafter called the "Licensee", which
expression shall include its successors

WHEREAS the Licensor has by assignment dated January 15th
1937, acquired all the right, title and interest of Aluminium
Limited in and to certain letters patent of the Japanese Empire
and Manchukuo, hereinafter referred to as the "said patents",
and described in the list attached hereto which is made a part of
this agreement,

AND WHEREAS the Licensee is desirous of entering into an
arrangement with the Licensor to make, use and vend to others the
inventions described in the said patents,

NOW, THEREFORE, this memorandum of agreement witnesseth that
the parties hereto do hereby mutually covenant and agree as
follows:

(1) The Licensor grants to the Licensee a non-exclusive license
to make, use, and vend to others the inventions described and/or
claimed in the attached list of patents with power to grant sub-
licenses thereunder. The Licensor will grant a license to make,
use, and vend the inventions under the said patents to no others
in Japan and Manchukuo except the Licensee and Sumitomo Electric
wire & Cable Works, Ltd. without the full knowledge and consent in

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writing of the Licensee.

(2) In consideration of this license the Licensee shall pay the Licensor royalties in Japanese currency at the following rates:

Patent No. 77,443 (Japan)	- One percent (1%)
Patent No. 4,071 (Manchukuo)	- One percent (1%)
Utility Model No. 249,859 (Japan)	- One quarter of one per cent (1/4%)

Royalties as above shall be calculated on the net invoice value (excluding transportation charges and sales commissions) of any and all articles in the attached list sold by the Licensee during the calendar year 1939 and royalties at the same rates every year thereafter during the life of any of the patents in the attached list except that no royalty shall be payable on account of a patent which has expired. The royalties payable on account of articles invoiced during the calendar year 1939 and each subsequent year shall be paid on the 31st day of January of the year following the year in which the articles are invoiced.

(3) The Licensee agrees to issue no sub-licenses as provided in clause (1) hereinabove without the written consent of the Licensor.

(4) The Licensor agrees to pay or cause to be paid all renewal fees for keeping the said patents in force.

(5) This license is personal to the Licensee and shall not be assignable, except to the purchaser of substantially the entire goodwill of the business of the Licensee or its successor in business.

(6) This agreement shall be deemed to have been effective and shall be effective as from the first day of January 1939.

(7) Unless otherwise terminated as provided in clause (8) hereinbelow, this agreement shall continue in full force and effect until the expiration of all patents which now appear on the list

- 3 -

attached hereto.

(8) It is mutually agreed that the Licensee may terminate this agreement at any time by giving ninety days written notice to the Licensor. It is mutually agreed that the Licensor may terminate this agreement at any time by giving ninety days written notice to the Licensee.

(9) The Licensor agrees to grant to the Licensee similar non-exclusive licenses under other letters patent of the Japanese Empire and Manchukuo, which the Licensor may later acquire, and which patents cover some form of aluminium cable or accessories for use with aluminium cable, at a further royalty or royalties mutually agreeable to the parties hereto.

IN WITNESS WHEREOF the parties here have caused their corporation names to be hereunto subscribed and their corporate seals to be hereto affixed and attested respectively by officers duly authorized to do so.

Attest:

SECRETARY

ALUMINIUM LABORATORIES LIMITED

BY VICE PRESIDENT.

Attest:

FURUKAWA ELECTRIC COMPANY, LIMITED.

BY

LIST OF LETTERS PATENT OF THE JAPANESE EMPIRE
AND MANCHUKUO, OWNED BY THE LICENSOR

<u>PATENT NO.</u>	<u>DATE OF PATENT</u>	<u>DATE OF EXPIRATION</u>	<u>SUBJECT</u>
77,443 (Japan)	July 14, 1928	April 20, 1943	Fittings for transmission cables. (Compression joint and dead end)
4,071 (Manchukuo)	Oct. 4, 1937	April 20, 1943	Fittings for transmission cables. (Compression joint and dead end).
Utility Model 249,859 (Japan)	Mar. 14, 1938	Mar. 14, 1948	Smooth Body A.C.S.R.

(7)

The Long Distance Cable Agreement.

This Agreement is entered between The Furukawa Electric Co., Ltd., Tokyo (hereafter called Furukawa) and Siemens & Halske Aktiengesellschaft, Berlin-Siemensstadt (hereafter called Siemens) for the purpose of renewing and continuing the existing Agreements concerning the long distance cables.

Article 1. Scope.

(1) The term "long distance cables" mentioned in this Agreement comprises land cables, which are used for communication between two points and equipped with Pupin Coils or cable apparatus as defined in (3) of this article or every practicable combination of such equipments.

The long distance cables are classified into the following three kinds:

- (a) Paper-insulated land cables.
- (b) Land cables which are not included in (a) and are suited for long distance communication having a frequency up to 100,000 cycles per second, and for which Polystirol or other special insulating materials are used.
- (c) Land cables which are not included in (a) and are suitable for long distance communication having a frequency of 100,000 cycles per second or more, and for which Polystirol or other special insulating materials are used.

Submarine cables of all kinds are excluded.

(2) The term "Pupin Coils" of the present Agreement is that which is inserted in long distance cables and comprises the Pupin Coils themselves including the Pupin Coil case or muff, in which the Pupin Coils are mounted.

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Pupin Coils for submarine cables are excluded.

(3) The term "long distance cable apparatus" mentioned in the present Agreement comprises the low frequency repeater equipments or the carrier frequency terminal and repeater equipments for telephony and telegraphy over long distance cables.

Long distance cable apparatus for submarine cables are excluded.

Article 2. Territories.

(1) This Agreement covers the following territories:

(a) Furukawa's territories:

The Japanese Empire and Manchukuo.

(b) Siemens' territories:

All European countries, except the U.S.S.R. (Soviet Russia) and the United Kingdom of Great Britain.

(c) China.

(2) The Colonies, dominions, protectorates and mandatory territories of Japan or of Germany are included in the respective home country. The political demarcation of a territory shall be defined according the political boundary actually in force there at the time of signing this Agreement. In the event of any change in the political demarcation of any of the territories during the period of the validity of this Agreement being likely to affect the mutual interests seriously, the parties to this Agreement shall, according to the circumstances, confor and change the territorial definition stipulated in (1) of this article.

(3) In the event of any important change taking place in the future in the political relation between the Japanese Empire and Manchukuo, as it exists at the time of signing this Agreement, Manchukuo may be excluded from Furukawa's territories after consultation. In such case, Manchukuo shall be subjected to the same

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treatment as China.

Article 3. Rights of Protection.

(1) The term "rights of protection" as used in this Agreement includes patents, patent applications and all other rights protecting the inventions in respect to long distance cables.

(2) During the period of the validity of this Agreement, Siemens grants to Furukawa exclusive licenses in Furukawa's territories and non-exclusive licenses in China, but only insofar as Siemens is in a position to do so, on the respective rights of protection for long distance cables, which Siemens now holds or which they may hold in future. By granting this license, Furukawa is not entitled to offer or sell long distance cables manufactured under Siemens' rights of protection in any territories other than the Furukawa territories and China. This restriction is also applicable to those countries where Siemens have no corresponding rights of protection.

The grant of exclusive licenses includes the right of issuing sub-licensee to third parties under the provisions of this Agreement and Furukawa is responsible for the fulfilment of all provisions of this Agreement by the party or parties receiving such sub-licenses.

(3) During the period of the validity of this Agreement, Furukawa grants to Siemens exclusive licenses in Siemens' territories and non-exclusive licenses in China, but only insofar as Furukawa is in a position to do so, on the respective rights of protection for long distance cables, which Furukawa now holds or which they may hold in future. By granting this license, Siemens is not entitled to offer or sell long distance cables manufactured under Furukawa's rights of protection in any territories other than the Siemens territories and China. This restriction is also

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applicable to those territories where Furukawa have no corresponding rights of protection.

The grant of exclusive licenses includes the right of issuing sub-licenses to third parties under the provisions of this Agreement, and Siemens is responsible for the fulfilment of all provisions of this Agreement by the party or parties receiving such sub-licenses.

(4) Licenses under rights of protection which are subject to any royalties or restrictions from a third party or parties, shall be granted only upon request and agreement in writing by the party to be bound by such restrictions and to pay to the granting party license fees at a rate not exceeding that which the latter is obligated to pay to third parties by reason of the grant of such license. In the third parties above mentioned are also included the inventors who are employees of the licensor and who have the right of receiving a remuneration for their inventions from the licensor in accordance with the law.

In case one of the parties acquires a right of protection from a third party for use in the territories of this Agreement, it shall use its best endeavours to make acquire such right of protection for the other party on equal terms and conditions.

(5) The parties shall exchange a list showing all rights of protection coming under this Agreement within three months after its being signed, unless such lists have already been exchanged/

These lists shall be revised every three months.

Each party is obligated to keep strictly confidential any and every invention for which a patent application is not yet made or which is still under application and not yet announced and enumerated in the lists.

(6) All applications for the rights of protection shall,

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in principle, be made in the name of the originating party.

The costs for filing and maintaining of rights of protection shall be paid by the originating party, except that in territories, in which exclusive licenses are granted, the party having such exclusive license shall pay the costs for filing and maintaining of all rights of protection coming under this Agreement.

In case one of the parties has no desire to apply for or to maintain a right of protection originating from the other party in a territory where the first party receives exclusive licenses, the other party has the right to apply for such right of protection and/or to maintain it at its own expense. In such a case the first party shall have no license on such right of protection and it shall be alone at the disposal of the originating party, who at its discretion may grant such license to any third party.

(7) During the period of the validity of this Agreement, neither of the parties shall bring suit against any of the rights of protection coming under this Agreement, which are owned or controlled by the other party, except the cases where one party has renounced to receive a license in accordance with the provisions of (6) of this article.

The parties shall assist each other as much possible, without compensation, in acquiring, defending and contending the rights of protection.

Article 4. Experience.

During the period of the validity of this Agreement, Siemens will place at the disposal of Furukawa, but only insofar as Siemens is in a position to do so, all their experiences they have or will have with regard to the manufacture of long distance cables. Furukawa shall keep such experiences secret and not disclose them to any third parties and sub-licensees, only

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applying them to the manufacture of long distance cables which it manufactures, offers or sells in the Furukawa territories or China.

Article 5. Compensation.

(1) Furukawa shall pay to Siemens for the supply of the experiences mentioned in article (4) above, Twenty-Five Thousand Yen (¥ 25,000) per calendar year during the period of the validity of this Agreement, i.e. Yen of the standard of weight and fineness prevailing on the day on which this Agreement becomes effective as stated in article (8) hereafter. Should the gold value of such yen be changed by more than 10%, the said payment shall be increased or decreased accordingly.

(2) Furukawa and its sub-licensees shall pay to Siemens a royalty on every long distance cable manufactured and sold by using one or more of Siemens' rights of protection, at the following rates on the net selling price of the respective long distance cable:

One per cent (1%)	on cables (a)	Art. 1
Two " "	(2%) " "	(b) " "
Six " "	(6%) " "	(c) " "

(3) Siemens and its sub-licensees shall pay to Furukawa a royalty on every long distance cable manufactured and sold by using one or more of Furukawa's rights of protection, at the following rates on the net selling price of the respective long distance cable:

One per cent (1%)	on cables (a)	Art. 1
Two " "	(2%) " "	(b) " "
Six " "	(6%) " "	(c) " "

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(4) The account of the royalties mentioned in (2) and (3) of this article shall be made every half calendar year and a statement be rendered to each other on February 1st and August 1st for the previous half calendar year. The respective payments shall be made direct between Furukawa and Siemens on the dates when such statement is due.

Article 6. Associated Companies.

The associated companies of each of the parties are those which are controlled by it directly or indirectly or those which control themselves one of the parties directly or indirectly. The lists A and B attached to this Agreement contain the names of the associated companies of the parties and, in case there is any change in them, the parties will inform each other.

This Agreement is applicable in its terms to the respective associated companies of the parties and each party is responsible for the fulfilment of all provisions of this Agreement by their associated companies.

Article 7. Arbitration.

Any difference in opinion or dispute which may arise in reference to this Agreement during the period of its validity or after its termination shall be submitted to arbitration and no legal steps shall be taken. The decision awarded by the arbitration shall be final and binding on both parties. The arbitration shall be carried out by an arbitrator and two jurymen. The jurymen shall be appointed by the parties, one each, and they shall appoint the arbitrator.

In case the party, who is requested by the other to appoint a jurymen, does not do so within two months, or both jurymen do not agree on the appointment of the arbitrator within one month after

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the appointment of the second jurymen, a request for the appointment of the jurymen or the arbitrator shall be made to the President of the International Chamber of Commerce.

The arbitration shall be conducted in Switzerland and the state law of Zurich, Switzerland, be applied.

Article 8. Duration.

This Agreement shall become effective on the day on which it is finally signed and sealed by the second of the parties and remain in force for ten years from such a date.

Unless rescinded within one year prior to the date of termination, this Agreement shall automatically continue in force for another two years.

All business transactions and negotiations pending at the time of the expiration of this Agreement shall be dealt with in accordance with the provisions thereof.

The Supplementary Memorandum to this Agreement, which stipulates business relations between the parties, forms an integral part of this Agreement. The following agreements shall be null and void simultaneously with the conclusion of this Agreement:

Long Distance Cable Agreement in Japan dated January 24/1923

and May 18/1923

Long Distance Cable Agreement in China dated January 24/1923

and May 18/1923.

Tokyo, 9th August 1937

The Furukawa Electric Co., Ltd.

Berlin-Siemensstadt, 24 May 1937

Siemens & Halske Aktiengesellschaft

President.

Supplementary Memorandum

to the Long Distance Cable Agreement between Furukawa
and Siemens dated

Article 1. Common Obligations.

Furukawa and Siemens co-operate with the object of supplying to the utmost the equipment of long distance cable plants in all its branches in reference to the design and manufacture thereof (long distance cables, pupin coils and apparatus of long distance cables).

Article 2. Siemens' Obligations.

(1) Siemens agrees not to manufacture, offer or sell, directly or indirectly, long distance cables in Furukawa's territories.

(2) Siemens agrees to offer and sell preferentially Furukawa's long distance cables in China. In case a buyer prefers long distance cables other than those manufactured by Furukawa, Siemens may offer and sell its own manufacture or a third party's. In such a case, Siemens will use their best endeavours to assimilate the selling prices as much as possible to those which Furukawa has offered for long distance cables in other cases in China.

(3) In the event of Siemens being unable to sell in China the Pupin Coils and long distance cable apparatus of its own manufacture, Siemens agrees to quote and sell those which are manufactured by Fusi Denki Seizo K.K. Tokyo or Fusi Tausinki Seizo K.K., Tokyo, (both called hereafter simply Fusi).

Siemens shall supply to Furukawa the Pupin Coils and long distance cable apparatus for China at the usual prices for the Chinese market, except the special cases provided for in Art. 3, Item 4.

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Article 3. Furukawa's Obligations.

(1) Furukawa agrees not to manufacture, offer or sell, directly or indirectly, long distance cables in Siemens' territories.

(2) Furukawa shall supply to Siemens the long distance cables for China at the usual prices for the Chinese market.

(3) Furukawa agrees to give preference to Fusi's manufacture in offering and selling pupin coils and long distance cable apparatus in the Furukawa territories.

(4) In China, however, Furukawa agrees to offer and sell pupin coils and long distance cable apparatus of Siemens' manufacture only, except the special cases where Furukawa is particularly permitted or requested by Siemens to offer and sell pupin coils and long distance cable apparatus manufactured by Fusi.

Article 4. Compensation.

(1) When Siemens has sold in China and long distance cables of its own manufacture or a third party's, in such a case as stipulated in Art. 2, Item (2), or this memorandum, Siemens Agrees to pay to Furukawa a compensation of three per cent (3%) of the net selling price of such long distance cables.

(2) When Furukawa has sold in China pupin coils and long distance cable apparatus manufactured by Fusi, in such a case as stipulated in Art. 3, Item (4) of this memorandum, Furukawa agrees to pay to Siemens a compensation of three per cent (3%) of the net selling price of such pupin coils and long distance cable apparatus.

For the long distance cables supplied in accordance with Art. 3, Item (2) of this memorandum, the Siemens-China in Shanghai, shall, as Furukawa's sales agent, receive directly from Furukawa

one per cent (1%) of the net selling price of such long distance cables.

(3) The compensation stipulated in Items (1) and (2) of this article shall be paid together with the royalty payments stipulated in Art. 5 of this Agreement.

Article 5. Polystirols.

In case Furukawa requires polystirols necessary for the manufacture of long distance cables mentioned in Art. 1, Item (1) (b) and (c) of this Agreement, from outside the Japanese Empire, it agrees to have them supplied by Siemens or a manufacturer designated by Siemens, who shall make its best endeavours to enable Furukawa to buy Polystirol on reasonable terms. Polystirols shall generally be supplied in such state and type that they can be applied directly to the manufacture of long distance cables.

Siemens agrees to enable Furukawa's sub-licensees to procure Polystirols necessary for the manufacture of long distance cables in the same manner as they are procured by Furukawa itself.

The supply of Polystirols which Furukawa receives from Siemens or a manufacturer designated by Siemens is made on the condition that long distance cables made thereof are manufactured, offered and sold only in Furukawa's territories and China.

Tokyo, Berlin-Siemensstadt,

Memorandum Concerning the Amendment of Article 5
of the Long Distance Cable Agreement.

Siemens and Furukawa agree to amend Article 5, (1), of the Long Distance Cable Agreement, concluded between them under date of May 24th, 1937, and August 9th, 1937, the text of the said Item from the eighth word of the fourth line to the end being altered as follows, and, therefore, undertake to draw up the present memorandum concerning the amendment and annex it to the aforesaid Agreement, thereby making it a part thereof:

Article 5. Compensation.

(1) Furukawa shall pay to Siemens for the supply of the experiences mentioned in article (4) above, Twenty-Five Thousand yen (¥ 25,000) per calendar year during the period of the validity of this agreement, and in paying this amount the yen-Pound Sterling exchange rate of one shilling and two pence per one yen shall be taken as the standard. Should the official rate of remittance by Telegraphic Transfer on London Published by the Yokohama Specie Bank on the day when Furukawa makes its payment show a difference of more than ten percent as compared with the said exchange rate of one shilling and two pence per one yen, the amount to be paid shall be increased or decreased according to the difference.

Tokyo,

1937.

Berlin-Siemensstadt,

Furukawa Electric Co., Ltd.

Siemens & Halske, A.G.

List (A) of "Associated Companies"

Siemens and Furukawa agree to register the following companies as Furukawa's associated companies in accordance with the provision of Article 6 "Associated companies" of the Long Distance Cable Agreement concluded between them under date of May 24th, 1937, and August 9th, 1937:

Furukawa's Associated Companies:

1. Fusi Denki Seizo Kabushiki, Kaisha, Tokyo.
2. Fusi Tsushinki Seizo Kabushiki Kaisha, Tokyo.

Remarks: The Dainichi Densen Kabushiki Kaisha, Osaka, is not included in the above (list), because it is not engaged in the manufacture and sale of cable, coil, apparatus etc. for long distance communication at present, but, in case it embarks on the above-mentioned business in future, it shall be additionally registered in the list.

Tokyo, 9th August, 1937.

The Furukawa Electric Co., Ltd.

Berlin-Siemensstadt, 24 May, 1937.

Siemens & Halske, A.G.

(8)

Agreement about co-operation

between

Vereinigte Leichtmetall-Werke G.m.b.H. Hannover-Linden

and

The Furukawa Electric Co.,Ltd., Tokio.

21.8.1939

This AGREEMENT is made on the
between

Vereinigte Leichtmetall-Werke G.m.b.H.,
Hannover-Linden, Germany,
hereinafter called "VLW"

of the one part and

The Furukawa Electric Co., Ltd., Tokio, Japan,
hereinafter called "Furukawa"

of the other part

in order to-co-operate with each other for improve-
ment and development of light metal semi-manufactures
by exchanging their patents and experiences.

GeneralArticle 1

VLW shall grant Furukawa the right to use all
their present and future Japanese patents, and shall
undertake to place all their present and future
experience of fabrication at the disposal of Furukawa
so long as this Agreement is valid, to the extent
that Furukawa may be able to use in their works all
VLW manufacturing processes which are exploited by
VLW in their German factories, subject to the
following conditions:

1
Scope

Furukawa have the right to use the said VLW
processes not only for their present works, but also
for their works which are expected to be enlarged or
newly erected during the period of this Agreement.

Furukawa are furthermore entitled during the
duration of this Agreement to exploit the casting
processes to be submitted by VLW in those aluminum
manufacturing works which in future belong to the
concern of Furukawa if and when Furukawa possess the
majority therein. In exception thereto the Aluminum
manufacturing works of the Nippon Keikinzoku K.K.,
Tokio, now under construction shall be included under
this paragraph although Furukawa do not hold the

- 2 -

majority therein.

2)
Territory

Furukawa undertake to supply the semi-manufactures produced by using the said VLW experiences and patents for consumption only in Japan, Mandschukuo and China, as far as this latter is under Japanese rule, these regions to be called hereinafter the "Territory". Should Furukawa intend to deliver semi-manufactures which are fabricated using VLW's Japanese patents to countries outside the Territory separate arrangements are to be made beforehand with VLW in each case.

3)
Periods of
the Agree-
ment

Furukawa are entitled to participate in the use of the patent rights of VLW in Japan for the duration of this Agreement. The royalties to be asked for by VLW for the use of their processes and patents during the continuance of the first period of this Agreement are settled by the amounts as fixed under clause 10) of the present Article 1.

A prolongation of the first period is provided. At the request of Furukawa, VLW will decide, at the latest six months before the expiration of the first period if a prolongation for a further additional contractual year is possible. Further prolongations for one year each are foreseen in the same manner with six months' notice. The technical stipulations for such a following second period are exactly the same as in the first period. The amount which is due for such a second period is set forth in clause 10b) in the present Article 1.

4)
Patent
rights

Furukawa undertake to recognise and not to oppose either directly or indirectly the VLW patents applied for in Japan as set forth in the enclosure 1) attached hereto. The same refers to the patents

- 3 -

for which applications are filed during this Agreement. VLW will bear the costs for their patents in Japan. In case of any difficulties in obtaining the granting and in the maintenance of the patents, especially such of formal nature, Furukawa undertake to assist VLW free of charge.

5)
Working
instructions

a) After this Agreement has come into force, VLW will submit to Furukawa in concise form instructions for the production of light metal semi-manufactures for general consumption and especially for the aircraft industries. These instructions shall cover in detail, and shall concern the most up to date working instructions for the following items:

- 1) the production of cast ingots and slabs for the rolling, extruding and forging fabrication range.
- 2) the production of sheets and coils in all gauges and dimensions.
- 3) the production of plated sheets and coils in all gauges and dimensions.
- 4) the production of plated and unplated sections on extrusion presses and drawing benches respectively.
- 5) the production of tubes by extrusion presses and drawing benches.
- 6) the production of round and sectional bars in all dimensions.
- 7) the production of wire and rivets on special machinery required for this purpose.
- 8) the production of small articles by drop forging in closed dies.
- 9) the production of larger forgings in open and closed-up dies, especially crank cases, pistons

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10) working up light metal scraps.

11) making of dies and other accessories.

12) general instructions for sand castings and other castings.

b) In addition hereto Furukawa are entitled to delegate three expert engineers to Germany who will be instructed by VLW in one of their works in all branches of the production of light metal semi-manufactures. VLW will acquaint the expert engineers with all VLW fabrication processes which are used by them. The practical training of the expert engineers shall not exceed 6 consecutive months in the first year of the Agreement. The three engineers are to be trained at the same time. Furukawa are entitled to send one engineer for instruction to VLW in each contractual year subsequent to the first one. The period of such subsequent instruction is to be confined to three consecutive months in each contractual year.

c) Should Furukawa request, so VLW undertake to send after the Agreement has come into force one expert engineer and one foreman to Japan with a view to advising the engineers at the Furukawa works. The engineer and the foreman will be at the disposal of Furukawa in the first contractual year for a period of six months and in the following contractual years for a period of three months in each year. The exact date on which the German experts are to be at Furukawa's disposal is to be agreed upon at least three months in advance.

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6)
Travelling
and living
expenses

The travelling expenses for the experts will be for the account of Furukawa. The travelling expenses during the voyage are to be paid in English & Sterling. During the stay in Japan 50% of the expenses are to be paid in English & Sterling, and 50% in Japanese currency. The travelling expenses during the voyage and the rates which VLW charge Furukawa for their experts for the time of their absence from Germany will be in accordance with the stipulations of the VDMA (Verein Deutscher Maschinenbau-Anstalten). These expenses are to be prepaid by Furukawa in each case for four weeks in advance. The amount for the passage from Germany to Japan may be paid in Reichsmark as far as VLW are able to book their expenses in Reichsmark.

7)
Guaranty

The instructions of VLW will be given in such a way that semi-manufactures of light alloys can be produced in the Furukawa Factories with the same mechanical properties as prescribed by the Norms of German Industry provided that the machinery equipment and the working carried out by the Japanese workmen correspond to the requirements stipulated in Germany.

Should these suppositions not be fulfilled VLW will submit suggestions for the improvement of the machinery equipment and the working procedure. If Furukawa are for one reason or the other not in a position to carry out such suggestions especially with regard to the machinery equipment, VLW can not be held responsible by

- 6 -

Furukawa for inferior quality of the semi-manufactures or insufficient working respectively.

8)
Exclusivity

The VLW experiences and rights given to Furukawa are destined exclusively for the Furukawa works detailed under clause 1 of the present Article 1. Furukawa undertake to keep all instructions and manufacturing processes submitted by VLW strictly secret from all third parties at home and abroad, and to use these exclusively for the said fabrication in Japan. Furukawa are in particular not entitled to pass on or sell to any other quarters the experiences and details of the processes submitted to them by VLW. Nevertheless, Furukawa are entitled to enlarge to any desired capacity the existing factories and those works which will fall in future under this Agreement according to the conditions under 1).

9)
Further licences

VLW reserve for themselves the right to grant licences under their patents to other Firms in the Territory as well. VLW undertake to inform Furukawa in advance of the stipulations of Japanese licence agreements, if any, before the conclusion and to allow Furukawa to participate with a share of 25% of the net proceeds received therefrom.

VLW bind themselves not to sell their fabrication experiences to any other interested third quarters in Japan for the next ten years. But in case of a licence granted following the first clause of this paragraph VLW shall have the right to give any practical advices as far as they concern the proper use of such licence and are necessary for the licensee to exploit his licence to best advantage.

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10)
Remuneration
1st period

a) Furukawa will pay for the rights to be acquired under the first period of this Agreement

RM 1.000.000.-- (one million Reichsmark)

 payable in £ Sterling. The conversion to be based upon the official mean exchange rate quoted in Berlin on the day before payment. The converted amount must not be less than £ Sterling 85.000.-- (eightyfive thousand). Furukawa undertake to establish an irrevocable confirmed credit at the Reichsbank in Berlin for the total amount of RM. 1.000.000. -- at least £ Sterling 85.000.-- through the Yokohama Specie Bank.

This total amount is to be remitted as follows:

a 1st instalment of 34% = RM. 340.000.--
 on ratification of
 this Agreement.

In case the first transfer cannot be effected immediately with the ratification Furukawa undertake to deposit at the due date the first instalment at the Yokohama Specie Bank in the exclusive favour of VLW. However this transfer, with 5% interest included, has to be effected in April 1940 at the latest.

a 2nd instalment of 33% = RM 330.000.--
 one year after the
 date of ratification,

a 3rd instalment of 33% = RM 330.000.--
 two years after the
 date of ratification.

Furukawa shall be entitled to pay one third of the respective instalments in raw aluminum with minimum 99.5% purity, delivered free German place of consumption. Settlement is to be based upon the market price prevailing in Germany on

- 8 -

the day before payment. VLW reserve the right to decline the acceptance of payment in aluminum in later years, as far as such payment exceeds the first instalment paid in aluminum; in other words, if Furukawa paid in the first year only five per cent in aluminum VLW is not expected to accept more than 5% in aluminum in the following years.

2nd period

b) Furukawa have to remit to the Reichsbank in Berlin for each prolonged contractual year the counter-value in £ Sterling of Reichsmark RM 200.000.-- equal minimum £ Sterling 17.000.-- on the first day of each additional year, at the latest on the first of April. Conversion and payment in raw material to be subject to the conditions as in the preceding paragraph. By these payments all stipulations of the first period remain in force. Separate royalties will not be charged for the VLW patents.

11)
Conditions
for a 3rd
period

a) Should both parties not consent to a 2nd period of this Agreement as set forth under 3, or should this 2nd period be finished Furukawa shall nevertheless be entitled to exploit the VLW patents used by them at termination of the first or second period as long as such patents are valid. For such continued use of VLW patents a separate agreement is to be drawn up by both parties, wherein VLW undertake not to ask for any higher royalties from Furukawa than VLW is then asking from third quarters.

b) Should a licence agreement on this basis seem to be impossible and unsuitable, Furukawa however are entitled in any case to acquire finally by payment of maximum RM 1.000.000.-- (one million Reichsmark) in moderate rates conversion and payment in £ Sterling

- 9 -

or in raw aluminum respectively according to 10a) - the right of exploitation for the then existing patents under this Agreement up to their expiry.

If Furukawa make use of the possibilities of a new licence agreement or a final payment VLW are no longer obliged to put further experiences at the disposal of Furukawa.

12

Future patents

If the co-operation is terminated as set forth in 11), Furukawa still have the right of first preference of negotiating with VLW during ten years after ratification as regards VLW's new patents which are expected to be acquired after the expiration of the first and/or second periods of this Agreement during the remaining time up to ten years after ratification.

Furukawa patentsArticle 2

In case VLW desire to utilise those experiences, improvements, inventions and German patents which Furukawa have already acquired or will acquire in the course of a duration of ten years after the ratification (within the sphere of production set forth in clause 5 of the Article 1) Furukawa shall offer to VLW the first preference of negotiation of the same. Terms and conditions shall be stipulated by each separate case.

VLW undertake to recognise and not to oppose either directly or indirectly the Furukawa patents which have been already applied for or will be applied for in future in Germany. Furukawa will bear the costs for their patents in Germany. In case of any difficulties in obtaining the granting and in the maintenance of the patents, especially such of formal nature, VLW undertake to assist Furukawa free of

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charge.

RatificationArticle 3

On signature of this Agreement both parties bind themselves to its stipulations up to the 31st March, 1940. By this date the Agreement is to be ratified by both parties by a separate document. With this document the sanctioning of the respective authorities and the granting of the irrevocable transfer permit for the total amount according to 10 of Article 1 shall be confirmed. At the same time the necessary bank credit shall be established.

This Agreement finally comes into force after ratification documents have been exchanged and the first instalment has been paid.

DurationArticle 4

The first period of this Agreement shall run for three years after ratification, at the latest until the 31st March, 1942.

The foreseen second respectively third period of this Agreement shall run until ten years after the date of ratification.

ArbitrationArticle 5

Failing other methods of agreement all differences of opinion arising out of this Agreement shall be finally settled in accordance with the rules of adjustment and arbitration of the International Chamber of Commerce by one or more arbitrators appointed according to the rules of the International Chamber of Commerce.

Official feesArticle 6

Each party shall pay the taxes and all other dues for this Agreement as required in the respective countries

The Furukawa Electric
Co., Ltd.

Vereinigte Leichtmetall-Werke
Gesellschaft mit beschränkter Haftung

Enclosure 1

to 2).

VLW Patent applications filed in Japan

1. No. 6355 Casting process for the production of ingots of aluminum.
2. No. 6247 Aluminum alloy for the production of bearings.
3. No. - Process for the production of non-corroding aluminum- and manganese wrought alloys.
4. No. 8466 Process for the production of non-corroding high strength compound materials by plating with alloys.
5. No. 8459 Process for the production of non-corroding high strength compound materials.
6. No. 6421 Process for the plating of metals and alloys.
7. No. 5694 Process for the casting of hollow billets and tubes.
8. No. 5693 Process for the casting of metal billets.
9. No. 6529 Process for the increasing of endurance limit of sheets and coils by plating with special materials.
10. No. 11779 Process for the production of non-corroding material.
11. No. 5058 Aluminum alloy for the production of bushes for bearings.

CODICIL made on the 6. 1. 1941
to the Agreement of the 21. 8. 1939
hereinafter called "the Agreement"
concluded between

Vereinigte Leichtmetall-Werke G.m.b.H.,
Hannover-Linden, Germany,

hereinafter called "VLW"

of the one part and

The Furukawa Electric Co., Ltd.,
Tokyo, Japan,

hereinafter called "Furukawa"

of the other part.

For the final ratification of the Agreement the
following has been agreed upon.

Article 1.

2
Territory

Countries or part of them which during the duration
of the Agreement are or may be put under Japanese
supremacy shall be included in the Territory.

3
Periods of the
Agreement

The following is added at the end of the first
paragraph:
Furukawa undertake to pay royalties for the last
one contractual year of the first period for the
patent-rights which may be applied for in Japan
by VLW after the ratification as far as Furukawa
exploit them. The amount of the royalties will
be fixed in accordance with the stipulations of
clause 1a.

4
Patent-rights

A list of the present Japanese patents and patent
applications of VLW is attached hereto.

- 2 -

Should VLW apply for one or more patents in Germany only and not in Japan, Furukawa have the right to apply themselves for such patents in Japan at their own expenses but in the name of VLW. For such patents Furukawa are entitled to be the exclusive licensee of VLW. In order to give Furukawa the possibility to effect such applications VLW undertake to forward copies of the wording of them to Furukawa within 9 months after the day of the German application.

5

Working In-a)
structions

The general instructions for sand casting and other castings as provided for under item 12 are deleted. VLW specially undertake to acquaint the Furukawa engineers with the German inspection and examination methods. VLW undertake to show the Furukawa engineers the machinery equipment of the VLW laboratories and will acquaint them with the main problems then under research. If the laboratories of Furukawa intend to study the one or the other problem, Furukawa are entitled to ask VLW whether the same problem has been already dealt with by VLW and with which result. In return VLW can approach Furukawa in the same way. If required VLW will deliver designs of those machineries and apparatuses constructed by themselves.

b)

The stipulations are altered in so far as in the first year of the Agreement the three engineers will be instructed during 4 consecutive months only, and in return for it in the second year two engineers during 3 consecutive months. For the subsequent years the stipulations remain the same as provided for in the agreement, i.e. that Furukawa are entitled to send each year one engineer for 3 consecutive months. Should during his stay with VLW one of the engineers fall seriously ill for more than two weeks the time thus missed from the practical training can be added by him at the end of the contractual training period.

d)

Should in consequence of the present European war the engineers of VLW or Furukawa not be in a position in one of the contractual years to carry out the reciprocal visits in safety, the visits can be made up for in the subsequent contractual years.

10

Remuneration
1st Period

a) This paragraph is altered as follows:
Furukawa will pay for the rights to be acquired under the first period of this Agreement

RM 1,000,000.-- (Reichsmark one million)

- 3 -

at the conditions as stated hereafter:

a 1st instalment of 34 % = RM 340,000.--

on the ratification of the Agreement. The transfer will be effected through the intermediary of the Siemens-Schuckertwerke A.-G., Berlin, who will forward the amount to VLW.

a 2nd instalment of 33 % = RM 330,000.-- in Free Reichsmark
one year after the date of the ratification:

a 3rd instalment of 33 % = RM 330,000.-- in Free Reichsmark
two years after the date of the ratification.

The conditions for this transfer regulation are, firstly, that the competent Japanese Government authorities confirm to the German Embassy, Tokyo, in writing that they have given their consent to transfer at the due dates the 2nd and 3rd instalments in Free Reichsmark and, secondly, that at the same time the irrevocable confirmed letters of credit covering the 2nd and 3rd instalments are opened at the Deutsche Bank, Berlin, free of charge in favour of VLW.

2nd Period

b)
Furukawa have to remit to the Deutsche Bank, Berlin, in favour of VLW for each prolonged contractual year RM 200,000.-- (Reichsmark twohundredthousand) in Free Reichsmark on the first day of each additional year i.e. the 1st of January at the latest. By these payments all stipulations of the first period remain in force. Separate royalties will not be charged for the VLW patents.

11
Conditions for

a 3rd Period

a)
The words "used by them at termination of the first or second period" are deleted. The separate agreement as provided for shall be signed at the latest 3 months before the expiration of the first or second period.

- 4 -

- 4 -

b)
The amount of RM 1,000,000.-- (Reichsmark one million) is to be considered as Free Reichsmark.

Article 4.

Duration

This clause is altered as follows:
The first period of the Agreement expires five years after the ratification, at the latest on the 31st of December 1945.

The foreseen second period of this Agreement shall run not longer than to the 31st of December 1950.

Raw Aluminium

In view of the fact that the first instalment will be fully paid in cash the stipulations as provided for in Article 1, 10a, 10b and 11b for the payment in raw aluminium will not come into force.

£ - Sterling

As far as the stipulations made in the Agreement on basis of English £ - Sterling are not yet altered by this Codicil, Free Reichsmark shall be valid instead of English £ - Sterling.

Patents

It is understood that wherever in the Agreement and in this Codicil the word patent is used it includes patent-applications and registered designs.

The Furukawa Electric
Co., Ltd.

Vereinigte Leichtmetall-Werke
Gesellschaft mit beschränkter Haftung

9 to 20

GADELIUS & CO., LTD.

TOKYO OSAKA DAIREN



LIST OF FIRMS WITH WHOM WE HAVE
CONTRACTS FOR MANUFACTURING LICENSE.