Continental Transit Co. Ltd.

I N D I C E

ALBERRO.- Correspondencia

ALDASORO.- id.

ALEXANDER.- Venta barcos.

AQUECHE.- id. id.

BANK NATIONAL.- Permiso exportación capital.

BARNETT.- Consejero de la Continental Transit

CONTINENTAL TRANSIT.- Correspondencia oficial.
Counl Cat fho 226

E. B. B.- Su intervención.

FODEN E. S.- Venta barcos. Presidente Asociación Contadores Mercantiles Cardiff y apoderado firma Macdonald & Rees.

IRUJO, M.- Varias notas para los Abogados y otras.

MORGAN CH.- Consejero de la Continental

OLAZABAL.- Telegrama Torre que Irujo no actúe. Carta de Irujo.

OLIVIER, M.- Bago £.para francos a Torre.

ORTUZAR.- Correspondencia.

PETCH & Co.- Primeros abogados nuestros.

PHOENIX LEVINSON Y Co.- Nuestros Abogados actuales.

RANGER & BURTON.- Otros Abogados que informaron.

TORRE. Eliododo.- Correspondencia.

WILLS. C.H.A.- Su actuación.

ZIAURRIZ.- Copia Poder y Certo. Residencia Meudon.

1º - Tengo derecho a ir en la J. en virtud de haber hecho parte en las deliberaciones y en concurrir en el nombramiento del L.

En carta y la comunica civil oficial lo dice

2º Tener conocimiento de nos pormenores del acuerdo en el nombramiento de L.

Confirme y con qué fundamentos

3/ Que se entregue el resguardo firmado al doctor antes de celebrarse la Junta

4- De no tomarse de acuerdo antes de la J. tal vez ocasionaríale pena con se celebró

Vd. recuerda que en la anterior Junta Vd. mismo no quiso hablar absolutamente nada y ya ni pliegue interesa mucho el asunto de la unión

Q. E. S. M.

Un fraternal abrazo de su amigo

15 de Mayo

1

Amigo Alberro:

Sigo sin acuse de recibo de las mias fechadas el 7, 8, 9, 11 y 13 cts y del telegrama del 11.

Ortuzar me anuncia su llegada esta noche y que mañana se entrevistará conmigo y me traerá el segundo cheque, por el saldo que al Sr Ziaurritz corresponde.

Me anuncia la dimision del Sr. Morgan, ya dibujada en su conversacion, recogida por mi en carta del 7 cts, segunda plana, hacia su mitad. Dice que, "enterado Morgan de las cosas de estos dias, le ha comunicado su deseo de dejar de figurar como Director".

Luis trata de seguir a esa inmediatamente, si le visan el pasaporte. Quiere tratar directamente con Vds sobre todos sus asuntos.

Mañana, con la certificacion que espero me de, quedará presentado el expediente a Montagu.

<u>Ruego acuse de recibo de mis cartas</u>

Un saludo

Paris 10 Mayo 1.940

11, AVENUE MARCEAU
PARIS 16e

Sr. Dn. Manuel de Iruxo
Londres

2

Mi querido amigo:

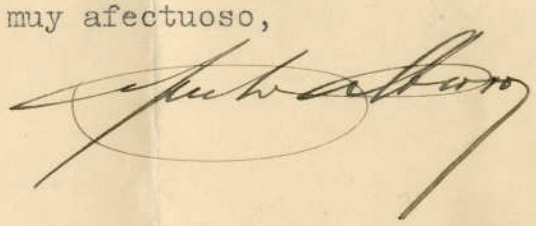
En ausencia de Eliodoro, que sale para Bayona, donde estará dos o tres dias, confirmo a Vd. el telegrama que habrá Vd. recibido ya, y que traducido, dice:

" Recibido telegrama Stop Absolutamente necesario entregar a Mon-
" tagu por operación ya concertada con él diez mil viernes o sábado
" semana actual Stop Recoger dos mil para Delegación Stop Total
" doce mil Stop En cuanto se haga la entrega ruegue Montagu avise
" urgente telégrafo Roussin Paris." "Eliodoro Ziaurriz"

Mr. Roussin es el Agente de Mrs. Montagu & Cº, en Paris. Ya comprenderá Vd. el alcance de nuestro telegrama. Contando con las cifras de Balance y aun con las de existencia, se planteó la operación por 10.000 y las cartas correspondientes fueron cruzadas,

Necesitará Vd. presentar a Mrs. Samuel Montagu & Cº, la certificación de residencia en Francia, de Doroteo, debidamente legalizada. Se la adjunto.

Un saludo muy afectuoso,



Londres, 23 de Enero de 1.941

Querido Ramón:

Recibo en este momento tu carta del 23 de Diciembre, tan llena de emoción como de equilibrio y de ponderación. Me ha faltado poco para llorar.

La he contestado por cable en el acto. He pasado copia de la misma a E.B.B. en atención al creciente interés con el que sigue tu gestión y a la satisfacción sin reservas que producen tus actividades en sus componentes.

Repito lo que te digo en el cable. Querido Ramón: tienes razón para expresarte como lo haces. En ese terreno, yo no podría hacer otra cosa que apreciar el justo valor de tu sentido emocional y la corrección de tus apreciaciones. Pero, yo espero de ti más. Todos en esta casa esperamos más. Presumo que, las indicaciones que Andrés hace en su carta habrán tenido plena confirmación en los hechos. Es preciso que seas tu el que continúes al frente de esa gestión. Eres el Consejero del Gobierno, el Vice-Presidente del Consejo, el Delegado de Euzkadi, el hombre que ha personalizado la gestión seguida ahí. El que no se hayan tenido para ti las consideraciones a que eres acreedor, no es motivo para que tu te desvíes del camino emprendido. Comprendo las dificultades, los sinsabores, las contrariedades padecidas. Es preciso superarlas, Ramón. Hay que vencer el momento. Te suplico, te ruego, te encarezco, te mando, que sigas ahí. Por la democracia y por Euzkadi debes hacerlo. Sería muy difícil tu sustitución. Y en la forma que habías propuesto, en modo alguno.

Te digo en el cable que preparamos ayuda para ti. Es verdad. Intentamos un medio propio, sin relación con antecedentes conocidos y sin cargo a fondos procedentes del Gobierno. Ya que éstos se nos cierran vamos a otros mercados. Estamos ya en ellos. Tenemos motivo para esperar. Excuso decirte la satisfacción que todos tendremos el día en que veamos atendidas vuestras necesidades y rellenos los agujeros abiertos para subvenir a ellas.

De Venezuela puedo darte pocos datos nuevos. Aquel negocio va mal. Han comenzado a anunciarse en la prensa local reclamaciones y embargos. Se montó con demasiado explendor, sin atención al medio ambiente, ni consumo ni fundamento mercantil. Según nos informan ha quebrado totalmente. Ahora se debate en los esterotres de una agonía que, ojalá pueda ser superada. Me temo que no. Esta es una consecuencia fatal del montamiento de negocios de comercio con cargo a una economía pública y sin las garantías que son precisas para todo negocio y obligadas en uno de esta naturaleza. Las gestiones con carta blanca y confianza ilimitada, en las que la intimidad política sustituye a la ley de contabilidad, derivan fácilmente por derroteros peligrosos y terminan con frecuencia en el estampido. Hay que salvar el buen deseo y el honor de todos, pero la catástrofe que se avecina es pavorosa. Nos quedará como herencia la de librar del cataclismo valores y prestigios que, deben quedar fuera de las consecuencias de orden mercantil de un negocio desgraciado. Yo en cuanto me hice cargo de ésto os puse a todos los Consejeros al corriente de lo que llegué a aprender. Para ese momento, la suerte estaba echada. Probablemente quedó echada el mismo día que se cambiaron por bolívares los cheques de dollars enviados por Torre. Una instalación ostentosamente aparatosa. Unos barcos impropios. Un negocio sin consumo. Una verdadera catástrofe. ¡Lástima de capital, digno de haber sido mejor empleado! Y lástima de Olazabal, un chico magnífico, que vale lo que pesa y al que, la falta de freno le pone en el trance de fracasar ruidosamente, quemando en su fracaso las bases económicas de nuestra subsistencia.

Lo de Ortuzar sigue igual. El Apoderado de las acciones --ya sabes quien es-- ha sido expresa y reiteradamente desautorizado por Torre, con publicidad tan innecesaria como inconveniente, habiendo éste otorgado su confianza exclusiva a Ortuzar.

Puede el mandatario ciertamente, seguir la gestión, porque ni el poder lo otorga aquél, ni está revocado, ni se trata de capital suyo, ni puede hoy por su cuenta y riesgo adoptar esas medidas. Pero el apoderado no ha nadido para cabeza de banderío, ni yo tampoco.

El asunto ha quedado en las manos de Torre y Ortuzar. Cada palo aguante su vela. Pudo liquidarse en Julio, situándose en forma y a vuestra disposición las 40.000 libras. No otra fué la propuesta que ha merecido la rotunda desautorización. A partir de aquella fecha, son varios miles de libras las consumidas en mantener una organización mercantil sin otro objeto social desde Julio pasado que pagar contribución, funcionarios y gastos generales. Sin duda los dos y Jesús que de modo expreso y categórico les secunda, creen cumplir con su deber con las medidas adoptadas. Pero el daño efectivo que sus disposiciones nos han originado, es inmenso. Sólo una parte del mismo se comprende al leer tu carta.

Cuestra trabajo presumir cómo ha podido formarse en ellos, modelo de caballeros y de patriotas, a los que tan ejemplar gestión debemos, una conciencia ajustada al imperativo del deber, cuando tales son las consecuencias que de modo fatal habían de derivarse de la aplicación de sus disposiciones.

Sin duda les ha conducido a ese desequilibrío la falta de información y la psicología singular de quien se ve encerrado, pero necesita y por ello pretende estar libre. Un extraño complejo en el que juegan la dignidad y la propia estimación, el prestigio de los cargos y el saleva, el deber y el instinto de conservación, se ha traducido en insospechada y lamentable actitud, que al propio tiempo que padecemos, venimos obligados a aminorar hasta donde nos sea posible, en atención a ellos, a nosotros y sobre todo a Euzkadi.

Con respecto a la organización de tipo económico en el caso de Ortuzar se repite el de Olazabal. Y no son los únicos. Es un sistema, tal vez conveniente, quizá necesario bajo algunos aspectos, pero que aplicado sin moderación conduce a estas y aquéllas consecuencias, entre los vascos como fuera de nuestros cuadros. Yo soy antípoda de ese régimen, he procurado corregirlo y tengo la firme convicción de que lo lograremos, siquiera sea a costa de sacrificios y pérdidas ya inevitables. No es de ahora. Ya antes, cuando me asomé al caso de las 240.000 libras de la gestión de tostarteko, evaporadas de entre las manos de una persona tan honorable y patriota como poco adecuada para tratar con contrabandistas, manifesté mi criterio, el mismo que hoy constituye la norma del Consejo. ¿Qué duda cabe que, sin ese sistema, no se diera el caso de Marino? Y éste como Torre tostarteko y Olazabal, es persona decente y buen vasco. El régimen aplicado lo condujo a la situación actual, como saldo de un carácter poco explicable y de violencias de expresión en las que Torre y Marino se enzarzaron, con grave escándalo de los vascos, que no sospechaban la existencia de irregularidades de este estilo en su equipo gobernante.

En el caso de Ortuzar se une el sistema a su especial idiosincrasia. De Julio aqui ha afirmado alternativamente, de palabra y por escrito, a los Consejeros, a los burukides y a otras personas de manera directa y por medio de su abogado: Que las acciones son del Gobierno, del Partido, de "Secours des Refugiés", suyas; que las entregará a Torre, a Doroteo, a la Delegación, a E.B.B., a Euzkadi cuando nos repatriemos, a nadie; que son producto de fondos del Gobierno, del Partido, de los refugiados, suyos; que Torre le ha ordenado liquidar la compañía, no liquidarla, comprar nuevos barcos, evacuar de Marsella a nuestra gente; que es Delegado de Hacienda del Gobierno, que lo es del Partido, que nada tiene que ver su cargo con ninguno de ambos, que le importa poco que se cierren las Delegaciones; que hará la evacuación de Marsella con sus medios propios, con ayuda inglesa, de acuerdo con Negrin y con fondos del SERE, en combinación con los griegos; que ha enviado a Torre un millón de francos, dos millones, que nada le remitió; que los fondos los situó en Paris, en Marsella, en Caracas, que no pudo remitirlos; etc. etc. Advierto que ni presumo, ni invento nada. Dispongo de cartas y testimonios personales autorizados de cuanto va inserto.

Lo que de cierto me consta es: Que Torre ordenó, antes de Junio,

la liquidación de la empresa, el apoderado la pidió en Julio, Ortuzar se negó, Torre y Jesús le apoyaron, le han otorgado su confianza y se la han negado a aquél. Que Jesús, a los pocos días de caer el Lendakari en poder de los alemanes, tuvo en Paris una reunión con Ortuzar, en presencia de Torre, y le otorgó poderes de tipo político, con misión de confianza, para ser realizada de espaldas a la Delegación y sin contar para nada con ella, rectificando de tal manera la ordenación dispuesta y las normas seguidas hasta aquella fecha por José Antonio. Que Ortuzar tiene relaciones con Negrin, habla de montar un negocio con vistas a Marsella y a los fondos de aquél, y ha concurrido a la casa del mismo. Que, al propio tiempo, Ortuzar ha ofrecido por su cuenta a los ingleses servicios vascos, algunos delicados, para lo cual procura fomentar hasta donde le es posible la rebeldía de la colonia vasca contra la Delegación, el Consejo y E.B.B., distribuye fondos, promete empleos, refiere a todos sus poderes y la confianza con que se le distingue, muestra cables y otros documentos, mantiene misteriosas conversaciones telefónicas con empleo de claves y otros artilugios que la prudencia aconseja no repetir aqui. Y que no remitió a Torre ni dos, ni un millón de francos, pues, cuando el servicio de exportación le lla mó la atención sobre tales supuestos envíos, él los negó, según él mismo ha referido.

Como sabes, mantenemos una colonia para los vascos que no tienen trabajo; pero, ahora lo hay para todos; y los de la colonia se resisten a trabajar por consejo de Ortuzar, que para llevarlos a sus cuadros les asegura que, si la Delegación pretende cerrar la colonia --lo que había de hacerse muy en breve--, él logrará que las autoridades inglesas intervengan para meter en cintura a la Delegación, pues para ello "pisa firme": ésto lo repite muchas veces en sus pintorescas cartas que reparte a diestro y siniestro. Como ves ¡una delicia!

Entretanto y para salir al paso de la suspicacia que significa su vida ostentosa, publica intimidades innecesarias y poco discretas de su vida y milagros, que contribuyen a desmoralizar aún más a nuestra gente, la cual sabe que en 1.937 llegó a este pais traído por el Gobierno Vasco como modesto empleado de la Mid Atlantic y ahora vive aparatosamente pagando de 60/70 libras semanales en un hotel caro del rincón más privilegiado de la Isla; tiene 20.000 libras en la misma empresa que Dorota; perdió un fuerte capital que para librarlo de los impuestos ingleses había exportado a Noruega, donde cayó en manos de los alemanes, etc. Y los chicos vascos, emvenenados con esa visión, recuerdan a los miles que quedaron bajo tierra y a los que padecen en los presidios y campos de concentración de Franco y piensan la desigual fortuna repartida en la lucha --"Si no van a trabajar voluntariamente, el Gobierno les aobligará a trabajar"-- El dice que 5.000 libras de capital se las facilitó Torre como premio por proporcionarle el negocio, lo cual parece cierto por otros respetables testimonios, pero, aparte la singularidad del hecho, que prefiero no comentar, eso no explica bastante su actual opulencia. Mientras tanto, nosotros pretendemos obligar a la gente a que vaya a desescombrar por cinco libras semanales para diez horas de trabajo. Y la reacción es explicable, como comprendes, aunque nosotros no podamos aceptarla. ¿Cómo vamos a consentir mantener vagos con fondos precisos para otras atenciones, mientras Inglaterra necesite brazos de trabajo? La causa de Inglaterra es la nuestra, aunque conocidas circunstancias parezcan ocultarlo en ciertas declaraciones (no nuestras ciertamente).

Ahora, para colofón de su carrera de potentado, dice Luis que sale para EE.UU. a fines del mes que viene, donde va en combinación con unos armadores griegos que han evadido de las leyes de su pais y se proponen organizar en N.Y. una Cía. de barcos abanderados en Panamá, de la que Ortuzar afirma entre dientes ser partícipe. Lo añado no por vía de cuento sino en cumplimiento de la penosa obligación de informarte de estas cosas desagradables, que debes conocer.

Prefiero no insistir en otro género de extrañas e incomprensibles manifestaciones de Jesús, que Sota calificó de absurdas y disparatadas y a las que me he referido en varias cartas anteriores. Sin duda no reflejan un estado de conciencia, ni son afortunadas en su dicción. Así quiero y debo suponerlo. Jesús es una gran cabeza, hombre consecuente y leal. Pero no me gustan nada, bajo ningún punto de vista, aquellas expansiones. Hubiera preferido muy mucho, que nunca las exteriorizara.

zara.

Querido Ramón: es preciso sobreponerse. Nosotros intentamos abrir un crédito. Llevamos bien el asunto. Esperamos terminarlo. Con su importe cubriremos vuestra deuda y normalizaremos vuestra vida. ¡Que Dios lo quiera! Hoy no puedo decirte más.

Entretanto, cualesquiera que sean las dificultades acumuladas, es necesario reaccionar contra ellas. Te decía en el cable y te repito ahora que, tu, como yo y todos los demócratas vascos, nos debemos a la democracia y a Euzkadi. Tu deber es continuar ahí, al pie del cañón, al servicio de la causa cuya representación ostentamos.

La primera noticia del convenio de evacuación con el Gobierno Francés me la da tu carta. No ha sido publicada la noticia en la prensa inglesa. ¡Ojalá esta vez sea de veras! Yo chico, ¡nunca fiando! Porque, el Alsina no debió salir el 15 de Nbre. con nuestra carga; y el "próximo embarco" de Nbre. debiera ser ya histórico al expirar Enero. Ojalá la próxima salida del Alsina cubra aquel anuncio. Pero ¿dejarán salir a los confinados?

La concesión para los refugiados vascos de los huecos que tengan los buques argentinos, aunque nunca llegara a aplicarse en la práctica constituye ya de por sí un nuevo y expléndido triunfo vuestro. Tampoco la prensa de aquí lo ha recogido. De estos vanos de la prensa y de lo que con ella se relaciona nos estamos ocupando estos días, con gran confianza en que podremos remediarlo.

Desgraciadamente tu interpretación de los cables de Monzón es la exacta y la de Sota equivocada. Quizá el nuevo Cónsul Argentino de Marsella, que fué de ésta después de hablar con nosotros haya podido hacer algo para levantar la prohibición. Nosotros hemos hecho una gestión con el enviado especial del Pte. Roosevelt, cuyo texto, con otro de mucho interés, recibirás.

El Euzko-Deya de 24 páginas no ha llegado aún a ésta. Agradezco mucho mucho cuanto habeis hecho por mi madre. Tiene 74 años. ¡Y qué años.

De Archanco hace varias semanas que no he recibido carta. Ya llegará la que me anuncias.

Ruego leas esta exclusivamente a tus tres compañeros, Miguel José y Andrés.

La Declaración firmada por Cataluña y Euzkadi es de un gran interés, como vereis.

A Andrés y Garmendia que tenga ésta por suya. Presumo habreis recibido mis notas a sus dos interesantes informes. A Miguel José enhorabuena por lo de su padre, el gran Leopoldo. ¡Ahora si que estará rojo!

Hemos indicado los nombres de Miguel José y Andrés, por ese órden, a una agencia de publicidad. Quizá recibais noticias.

Miren y Concha tienen ya arreglado su visado en el Consulado. Ya os lo dije antes. No es precisa nueva autorización. Lo que no hay es barco, ni en Miren deseos de embarcar. Ni el dejarme sólo ni los submarinos y aviones en el mar le hace gracia. Yo, encantado de estar con ella, preferiría mucho que estuviera ahí.

Don Constan no tuvo ninguna razón para obrar como lo hizo. Me prometió una suma y, sin decirme una palabra, dió contraorden a su cuñado y apoderado en ésta. Cuando pretendí hacer efectiva aquella cantidad me encontré burlado. Eso es una informalidad siempre, pero, más aún si se tiene en cuenta que Don Constan debe a mi gestión --que fué correcta, pero que no era obligada, sino discrecional-- todo lo que tiene y con lo que desde 1.937 están viviendo él y su familia. Yo cada vez celebro más lo que hice y como es natural no le he pedido jamás ni un saludo por aquella feliz gestión. Cuando me vi impotente para corresponder a vuestra petición con el fin de salvar la vida de nuestros confinados en Marsella, le rogué me prestase 2.500 libras. Después de prometérselas en firme y plantear yo sobre esa seguridad un expediente, me vi desairado, faltando a su palabra. No es más su fea acción, pero tampoco menos.

Me preocupa mucho la frase de la carta de Andrés "pero con ciertas condiciones políticas a su parecer inaceptables". Siento mucho miedo de los excelentes deseos de Jesús, después de leer varias frases de sus cartas. Tento absoluta seguridad de que José Antonio no hará nada que no sea digno de él y de su alta significación; pero ¡por Dios! que no intenten ponerle sombras a su ejecutoria, pues ésta es de todos, pertenece al pais. Salvarlo sí, pero con pleno honor.

Muy bien las indicaciones a Aquilino.

Delfín tiene ya adquiridos los libros de Campion, Sagaseta, Iturralde, Oloriz, Aranzadi, el Fuero, los Cuadernos, etc. --las obras clásicas de los precursores del renacimiento vasco-- que entregará a Aquilino para que las haga llegar a vosotros.

Yo estoy encantado de que Andrés esté dispuesto a trabajar de peón. Eso me enorgullece. Pero, creo que puede rendir más en cualquier otra actividad de orden intelectual. Yo estimo que sus aptitudes, preparación, conocimientos y experiencia, no vulgares ciertamente, merecen aprovechamiento de más elevada alcurnia y de mayor utilidad para nuestra causa.

Dadnos noticias de Marsella ¡que salgan de allí por lo que sea!

Un abrazo,

ES COPIA

WHA40/H BUENOS AIRES 46 3 1803

NLT IRUJO 14 ECCLESTON SQ. Ln.

PIDEN TORRE LEIZAOLA DESDE MARSELLA SITUEMOS POR MEDIO GOBIERNO ARGENTINO TRESCIENTOS MIL FRANCOS CONSUL ARGENTINO MARSELLA DOS MIL DOLARES CONSUL ARGENTINO LISBOA NECESARIOS PARA VIAJE ARGENTINA AQUE CARECEMOS INDISPENSABLE PROPIA SUBSISTENCIA ENCARECEMOS NECESIDAD SOLUCIONAR SITUACION stop RECIBIDAS CONTESTADAS VUESTRAS CARTAS

Aldasoro 9-8-40

5

25th September, 1940.

A. J. Alexander, Esq.
T.D. John (Ship ing) Ltd.
Dowlais Buildings,
West Bute Street,
CARDIFF.

Dear Mr. Alexander,

Many thanks for your letter of the 23rd September, which reached me this morning.

The total loss value of the ship is £26,000, out of which £16,000 is payable in cash, leaving a credit in the Tonnage Replacement Fund of £8,000.

I shall be very interested to hear further from you, when you have had an opportunity to go further into the matter with your friends.

Nothing further of special moment has taken place regarding the general situation in connection with the Continental Transit Ltd., but Mr. Levinson has the matter very firmly in hand, and we are hopeful of satisfactory developments.

With kind regards and best wishes to Mr. John and yourself,

Yours sincerely,

T. D. JOHN (SHIPPING) LIMITED
DIRECTORS: T. D. JOHN - A. J. ALEXANDER

COAL EXPORTERS, PITWOOD IMPORTERS,
AND
CHARTERED SHIPBROKERS

TELEGRAMS: "BESCARBO"
TELEPHONE: CARDIFF 1243

CODES: BOE, BENTLEY'S 2ND PHRASE,
LOMBARD.

DOWLAIS BUILDINGS,
WEST BUTE STREET,
CARDIFF.

6

September 23rd, 1940.
(Monday).

C. H. A. Wills, Esq.,
Basque Delegation,
7/8 Hobart Place,
Eaton Square,
London, S.W.1.

Dear Mr. Wills,

Thank you for your lines of the 19th, and I am pleased to note the progress you made at the Ministry of Shipping.

The value of the trust credit at the Ministry depends upon the following factors:-

a. Ratio of trust credit to the sale price of the steamer,
b. Whether the purchaser of a trust credit desires to build a new ship or buy a second hand ship.

In regard to (a) if the trust credit is £8,000 out of a war risk valuation of £22,000, then it is more valuable than a trust credit of £8,000 out of a war risk valuation of £40,000. In the former case the buyer of a trust credit must expend £22,000 on a second hand ship or on a new ship, and in the latter case the buyer of a trust credit must expend £40,000 to secure cash refund of the £8,000. It all depends upon the pre-war valuation of the ship. Some owners made it their policy to keep their valuations fairly high, and others, in order to show more working profit kept their valuations low. We know the trust credit in your case is £8,000. I must now know what the ship was sold for, or actually, as she was sunk, what she was insured at for war risk.

In the case of (b), I should explain that the trust is formed from the capital value insured on steamers sunk by enemy action and/or from war risks. The fund is not formed by the sale transfer of ships. To explain further, let us assume that I am prepared to sell you a ship. I would ask you whether you would be paying me all cash, or whether you would be paying me part cash and balance by trust credit. In the former case I would be allowed to handle myself the whole of the sale price. If I sold on the latter basis, I

must refund to the Ministry the difference between my pre-war valuation and my war risk sale price.

Thus, you will realise, that If I buy a trust credit and in due course negotiate for the purchase of a steamer, the seller of the ship would want a higher price than if I paid him cash.

The cash credit must therefore be further discounted. In the case of (a) it might already have been discounted by virtue of the high capital sum involved and the small ratio of the trust credit.

Quite frankly, if the Shipping Company concerned could dispose of the trust credit at £6,000 it would be an excellent deal, but I have doubts as to the present existence of a buyer on those terms.

I have a Company of well established shipowners, who are definitely interested provided we can give them the information asked for under (a), i.e., the total loss value of the ship credited to your company. This is made up of the cash sum received for the ship plus the trust credit.

I am sorry that Mr. John was not in the office when you telephoned: he was at the other end of the building, and could not return in time to take the call.

We are all most upset at the bombing of London. It is bad business, but as you rightly say the spirit is still good.

Please let me know how your case proceeds, and if you will forward me the information asked for I hope then to make you a firm offer in the course of two or three days.

I hope you enjoyed the few days you had with your son.

With kind regards,

Yours sincerely,

O. Alexander

7

19th September, 1940.

A. J. Alexander, Esq.
T. D. John Shipping Ltd.
Dowlais Building,
CARDIFF.

Dear Mr. Alexander,

I have had a letter from Mr. Foden to-day, giving an account of his recent conversation with you.

When I last rang you up, the telephone girl was so definite that Mr. John refused to speak to me, after I had told her that it was I at this end of the line, that I thought something might have gone wrong at your end, and that it would be better to get in touch with you through Mr. Foden. I quite understand the position as explained by him, and am relieved that my fears were unfounded.

I enclose for your information a copy of the notes I made regarding the visit I paid to the Ministry of Shipping last week. Mr. Child made it plain that the Ministry did not want to establish anything in the way of a market in tonnage replacement account credits, but he gave me to understand that provided our particular matter were discreetly handled, the Ministry would place no obstacles in our way.

Mr. Child is away on holiday at present, and I hope to get in touch with him at the end of next week or the beginning of the week after to find out if there are any developments from Ortuzar's end.

Meanwhile, Mr. Levinson telephoned this morning to say that he had received a long communication from Hooper. He was unable to give me all the details, but it appears that the other side are attempting to change their ground by basing their resistance on argument as to the validity of the Power of Attorney. It hardly seems that this change of tactics should be very helpful to them. However, after I have seen Mr. Levinson I will

inform you more clearly on the position.

This new change of front confirms my suspicion, if confirmation were needed, that the cash balance at bank of the Company may have been raided, or money raised by Ortuzar by some other illegitimate means.

I hope that you and Mr. John are well and would very much like to see you both - but there is no point in journeying to Cardiff unless there is something definite to be done there, and at the moment our side of the matter would seem best handled from London.

I hope that you have not been too much inconvenienced by Goering's boys during the past fortnight. They have been exceedingly active here, and the district that I live in has probably caught it more severely than any other locality, except the East End. However, the fortitude and good humour of the people - particularly the women - is unbelievable; and I am convinced that Hitler has no hopes of winning the war by this senseless murdering of civilians. It has completely failed to terrorise anybody (except one Jew whom I saw the other day, on his hands and knees, mewing like a cat), and failure to frighten people means hundred per cent defeat for this type of warfare.

I am afraid I shall not be able to sign this letter as I have an appointment in the City, and it takes so long to get about that I must leave this office immediately.

With kind regards to Mr. John and yourself, in which Mr. Irujo joins me,

Yours sincerely,

P.S. There is some uncertainty as to whether the street in which I live is to be avacuated. Would you therefore kindly address further correspondence for the time being, care of the Basque Delegation.

P.P.S. On reading the attached notes of my conversation with Mr. Child, I see that they do not make clear the terms of Clause 4 of the Ministry of Shipping Agreement. I regret I have not a further copy of this by me to send to you.

Clause 4, in effect, states that the Ministry will be prepared

to consent to the assignment of tonnage replacement credits, provided that such assignments conform to the true object and intent of the Agreement.

Apparently it is left to the Ministry to decide what constitutes such conformity.

Mr. Child explained to me that the object of these credits is to ensure replacement of tonnage after the war, and that only in the most exceptional circumstances would the Ministry agree to such credits being applied to any other purpose.

16 de Mayo

8

Amigo Aqueche:

Recibí la suya a la que acompañaban los impresos relativos a barcoos, que personalmente he entregado a Ortuzar, que se propone llevarlos a Paris, para darlos a conocer a aquellos señores.

Le incluyo minuta para la certificacion necesaria para presentar al Banco de Inglaterra el expediente. Es indispensable hacer constar la cantidad, con el detalle de que, correspon de a haberes anteriores al tres de Septiembre, detalle que, segun me dice Luis, no habia tenido él en cuenta al redactar la anterior.

¿Como van esos negocios?

Un saludo

TELEPHONE:
CARDIFF 8611.

TELEGRAPHIC ADDRESS:
"CONTMAN," CARDIFF.

PERSONAL.

COLUM BUILDINGS,
MOUNT STUART SQUARE,
CARDIFF.

14 Mayo 1940 9

Sr. Don M. de Irujo,
14 Eccleston Square
LONDON, S.W.1

Amigo Irujo;

Siento decirle que hasta el momento no nos ha sido posible obtener los ejemplares que le prometi de las disposiciones oficiales referentes a la marina mercante. Traté de conseguirlos en Londres, pero sin éxito; los solicité aqui tan pronto como regresé, en H.M. Stationery Office, y me prometieron pedirlos, pero esta es la hora (acabo de telefonear) en que no han llegado. En vista de tanto retraso encargue a Mr. Roberts, de la Continental Transit Co., que llevase los ejemplares del archivo de la oficina cuando fue a Londres y se los enseñase a Vd.; me dijo que habia cumplido el encargo y que Mr. Morgan se habia encargado de explicar a Vd. los puntos esenciales. Confiaba que esto seria suficiente pero me dice Luis que aun espera Vd. los documentos y en su vista le enviamos hoy un ejemplar del "Insurance Scheme", el del archivo, que le ruego nos devuelva a su comodidad, y espero que en el encontrara toda la información que necesita.

Lamentando el retraso, le saluda afectuosamente, J. Aguecha

EUZKADI ORDEZKARITZA

BASQUE DELEGATION,
14, ECCLESTON SQUARE,
LONDON, S.W.1.
TEL: VICTORIA 0926.

10

PRIVATE

28th. May, 1940

The National Bank, Ltd.,
Belgravia Branch,
Grosvenor Gardens,
S.W.1

Dear Sirs,

I should appreciate it if you would let me have your advice on the following question.

I should like to make a transfer to Dr. Doroteo de Ziaurriz, in Meudon (France) whose power of attorney I hold.

I possess his French certificate of residence, which has been visaed by the British Consul in Paris. I also have a certificate issued by the Continental Transit Co. stating that Dr. Ziaurriz has been a partner in that Company since its formation on the 17th. March 1938; also a letter from the Company enclosing cheque for £7.000, as part payment of the amount transferred to Dr. Ziaurriz's credit through the reduction of capital.

It would seem therefore, that I should be in a position to send Dr. Ziaurriz part of this sum, which belonged to him prior to the 3rd September 1939. But as the transfer has to be authorized by the Bank of England, I should be much obliged if you would study the enclosed documents and let me know if you consider they are sufficient to support my request and if that is the case I will then complete the form required.

Yours faithfully,

Manuel de Irujo

PRIVATE

11

28th. May, 1940

The National Bank, Ltd.,
Belgravia Branch,
Grosvenor Gardens,
S.W.1

Dear Sirs,

I should appreciate it if you would let me have your advice on the following question.

I should like to make a transfer to Dr. Doroteo de Ziaurriz, in Meudon (France) whose power of attorney I hold.

I possess his French certificate of residence, which has been visaed by the British Consul in Paris. I also have a certificate issued by the Continental Transit Co. stating that Dr. Ziaurriz has been a partner in that Company since its formation on the 17th. March 1938; also a letter from the Company enclosing cheque for £7.000, as part payment of the amount transferred to Dr. Ziaurriz's credit through the reduction of capital.

It would seem therefore, that I should be in a position to send Dr. Ziaurriz part of this sum, which belonged to him prior to the 3rd September 1939. But as the transfer has to be authorized by the Bank of England, I should be much obliged if you would study the enclosed documents and let me know if you consider they are sufficient to support my request and if that is the case I will then complete the form required.

Yours faithfully,

Manuel de Irujo

Me permito molestar a Vds con una consulta. 12

Quisiera enviar fondos a mi poderdante, Don Doroteo Ziaurriiz, 63 Rue des Salons residente en Meudon, France. Dispongo de su certificado de residencia expedido en forma y legalizado por las autoridades britanicas, de la certificacion que acredita su calidad de participe de la Continental Transit CO. Limited desde 17 Marzo 1938 y de la carta en la que me fué remitido un cheque de £7.000, parte de su capital acordado reducir.

Creo por ello que estoy en condiciones para poder hacer el envio, de cantidades pertenecientes al Sr Ziaurritz con anterioridad al dia tres de Septiembre ultimo. Mas, como ello ha de ser autorizado por el Banco de Inglaterra, agradeceré a Vds. tengan la bondad de consultar si los documentos que incluyo son suficientes, para, en tal caso, poder llenar los impresos ordenados. .

Gracias anticipadas, etc.

Adjuntos: etc.

E 75243

ORIGINAL.

DEFENCE (FINANCE) REGULATIONS, 1939.

13

FORM E. 1.

Application for Permission to Transfer Sterling to a Non-Resident.

Importers into the United Kingdom are advised to read the instructions on the back of the duplicate before completing this form.

To .....
(Name of Bank or Banking Firm to whom application is addressed)

I/We, the undersigned, apply for permission to transfer the undermentioned sum.

To .....
(Name and full address of transferee)

Amount of Sterling £ ..... say, ...
(In figures and words)

.....

Purpose .....

.....

Name and full address of transferor .....

.....

If in respect of shipment of goods state the following :—

Description of goods .....

Country whence consigned .....

Country to which consigned .....

Is import licence required and if so has it been obtained ....

Date or approximate date of importation .....

I/We declare that the above statements are true and I/we undertake that where necessary the duplicate of this form will be surrendered together with the prescribed supporting evidence immediately such evidence is available.

Signature(s) .....

Date ....

Stamp of the Bank certifying the signature(s) as valid on the banking account of applicant(s) and vouching for the accuracy of the statements.	Stamp of Bank approving transfer (including date).	This space to be left blank.

This space is reserved for the use of the Bank of England.

E 75243

DUPLICATE.

DEFENCE (FINANCE) REGULATIONS, 1939.

FORM E. 1.

Application for Permission to Transfer Sterling to a Non-Resident.

Importers into the United Kingdom are advised to read the instructions on the back of the duplicate before completing this form.

To .....
(Name of Bank or Banking Firm to whom application is addressed)

I/We, the undersigned, apply for permission to transfer the undermentioned sum.

To .....
(Name and full address of transferee)

Amount of Sterling £ ..... say, ...
(In figures and words)

.....

Purpose .....

.....

Name and full address of transferor .....

.....

If in respect of shipment of goods state the following :—

Description of goods .....

Country whence consigned .....

Country to which consigned .....

Is import licence required and if so has it been obtained .....

Date or approximate date of importation .....

I/We declare that the above statements are true and I/we undertake that where necessary the duplicate of this form will be surrendered together with the prescribed supporting evidence immediately such evidence is available.

Signature(s) .....

Date ....

Stamp of the Bank certifying the signature(s) as valid on the banking account of applicant(s) and vouching for the accuracy of the statements.	Stamp of Bank approving transfer (including date).	This space to be left blank.

This space is reserved for the use of the Bank of England.

DUPLICATE

INSTRUCTIONS TO IMPORTERS INTO THE UNITED KINGDOM.

PRODUCTION OF EVIDENCE.

1. IF THE GOODS HAVE ALREADY BEEN ENTERED TO CUSTOMS you should attach to your application

   (*a*) the Exchange Control copy of the Customs Entry (see Note 4)

   (*b*) a copy of the settlement invoice (see Note 5).

   These documents will be forwarded by your banker to the Bank of England and *are not returnable*.

2. IF THE GOODS HAVE NOT YET BEEN ENTERED TO CUSTOMS the Import Licence, if an Import Licence is required, must be exhibited to your banker, who, provided the transfer is approved, will retain the original of this form and hand you back the duplicate. IMMEDIATELY AFTER ENTRY you must surrender this duplicate to your banker supported by the documents named in (*a*) and (*b*) of the previous paragraph.

3. IF YOU HAVE A SPECIAL ARRANGEMENT under paragraph 12 of the Notice to Importers, the letter from the Customs will indicate any necessary variations in the above procedure. The applicant should note at the head of the Form "Special Arrangement approved Control No....."

NOTES ON THE EVIDENCE.

4. EXCHANGE CONTROL COPIES OF CUSTOMS ENTRIES.

   (*a*) At the time the Goods are entered to Customs an additional copy of the Entry conspicuously marked in red ink "FOR EXCHANGE CONTROL PURPOSES ONLY" must be presented. This copy will be certified and stamped by the Customs and returned to the Importer or his Agent on the passing of the Entry. Before production to your banker (see above) this copy must be endorsed at the top with the number of the application (obtained from the duplicate Form E. 1) against which the importation is to be written off.

   (*b*) Where application for sterling transfer is made in respect of transit or transhipment goods, a copy of the Bond Note (Form 48 Sale) will form the Exchange Control copy of the Customs Entry.

   (*c*) In the case of importations through the post for which the Customs do not require Entry, the wrapper of the parcel with the sender's Customs declaration and duty charge docket (if any) affixed, should be produced with the duplicate application in lieu of an Exchange Control copy of the Customs Entry.

   (*d*) Applicants are warned that copies of Entries for Exchange Control purposes will normally only be issued at the time the imported goods are entered with the Customs.

   (*e*) Not more than one copy of an Entry for imported goods will be certified by the Customs for Exchange Control purposes and no copy will be issued to any person other than the importer or his agent who entered the goods.

   (*f*) Where the applicant is not the importer in whose name the Customs Entry is made, he should obtain the Exchange Control copy of the Entry from the importer. If, however, such copy is not available by reason of the fact that the Entry covers goods for more than one applicant, the applicant must ascertain and endorse on the invoices particulars of the relative Customs Entries, viz., port of importation, name of importing ship and date of report, number and date of Entry.

   (*g*) Where goods imported in more than one consignment are included in an invoice it should be accompanied by the Exchange Control copies of such Entries as wholly relate thereto, but in so far as the invoices may relate to part only of goods included in a particular Entry or Entries, the invoice must be endorsed with particulars (see previous paragraph) of the relative Customs Entry.

   (*h*) Where the goods were entered to Customs prior to the 8th January, 1940, and an Exchange Control copy of the Customs Entry has not been obtained, the applicant should endorse the Form E. 1 "pre 1940 Customs Entry" and endorse on the invoices particulars (see Paragraph (f) above) of the relative Entry, if known.

5. INVOICES: NOTES OF ADDITIONAL CHARGES.

   The Exchange Control copy of the Customs Entry is to be accompanied by a copy of the invoice or statement on which settlement for the goods has been, or will be, made and particulars of any charges payable in addition to the total amount shown on the invoice or statement must be endorsed thereon in the following form:—

Nature of Charge	To whom payable	Amount and currency in which payable

The particulars of charges as above may, if it is so desired, be endorsed by the importer or his agent on the back of the Exchange Control copy of the Entry, the endorsement being signed and dated.

14

19th August, 1940.

D. P. Barnett, Esq.
Mount Stuart House,
CARDIFF.

Dear Mr. Barnett,

I am writing to introduce Mr. C.H.A. Wills, who is completely in my confidence, and whom I have asked to acquaint himself on my behalf with the working of the Continental Transit Company, in accordance with the instructions I have given him.

I should be obliged if you would be kind enough to accord him the same consideration as you would to me, and to give him every facility for carrying out the mission entrusted to him.

Yours sincerely,

Manuel de Irujo.

13

19th August, 1940.

D. P. Barnett, Esq.
Mount Stuart House,
CARDIFF.

Dear Mr. Barnett,

I have to-day handed to Mr. C.H.A. Wills a letter of introduction to you. He is completely in my confidence, and I have asked him to acquaint himself on my behalf with the working of the Continental Transit Company, in accordance with the instructions I have given him.

I should be obliged if you would be kind enough to accord him the same consideration as you would to me, and to give him every facility for carrying out the mission entrusted to him.

Yours sincerely,

Manuel de Irujo.

337987/19

C.R. Fee 5/-
24.6.40
Registered
22 JUN 1940

16

Extract from the Annual Return of CONTINENTAL TRANSIT COMPANY, LIMITED, made up to the twenty-first day of May 1940, shewing the Names, Addresses and occupations of the Shareholders also the number of shares held by each.

Surname	Christian Name	Address	Occupation	No. of Shares.
Barnett	David Percival	Park West, Edgeware Rd., London, W.2.	Director Management & Shipping Co. Ltd.	1
Management & Shipping Co. Ltd.		Colum Buildings, Mount Stuart Square, Cardiff.	Limited Company	19998
Mitchell	George Ernest	Wavertree Canterbury Rd., Whitestable, Kent.	Company Secretary	1
Ortuzar	Luis de	Priory Close, 31 Westcliff Rd., Bournemouth.	Director Management & Shipping Co. Ltd.	10000
Ziaurriz	Doroted de	63 Rue Des Galons, Meudon, Seine et Oise, France.	Doctor	50000

True extract.

C. G. Chinn

For Registrar of Companies.

337987

COPY

C.R. Fee 5/-
24.6.40
Registered
22 Jun 1940

17

COMPANIES REGISTRATION OFFICE

4d. stamp.

Extract from the Annual Return of CONTINENTAL TRANSIT COMPANY LIMITED, made up to the twenty-first day of May 1940, shewing the Names, Addresses and occupations of the Shareholders also the number of shares held by each.

Surname	Christian Name	Address	Occupation	No. of shares
Barnett	David Percival	Park West, Edgware Road, London, W.2	Director Management & Shipping Co. Ltd.	1
Management & Shipping Co. Ltd.		Colum Buildings Mount Stuart Square, Cardiff	Limited Company	19998
Mitchell	George Ernest	Wavertree Canterbury Road, Whitestable, Kent	Company Secretary	1
Ortuzar	Luis de	Priory Close, 31, Westcliff Rd., Bournemouth	Director Management & Shipping Co. Ltd.	10000
Ziaurriz	Doroteo de	63, Rue des Galons, Meudon, Seine et Oise, France	Doctor	50000

True extract

C.I. Chinn

1 s. stamp.

For Registrar of Companies

24 Enero 1941 18

Se ha acordado la celebración de una Junta de la Compañía para el 18 del mes próximo, con el fin de aprobar un acuerdo de liquidación voluntaria, y ~~como~~ por cortesía y sin reconocer a Vd. derecho alguno a recibir aviso de la Junta, incluimos copia de la convocatoria para que Vd. se informe.

Como el Dr. Ziaurriz no tiene dirección registrada en el Reino Unido, se va a poner una convocatoria de la Junta, en la Oficina Registrada de la Compañía, y por los ~~Artículos de~~ Estatutos de la Compañía, el aviso será considerado como que ha cumplido su misión para con el Dr. Ziaurriz ~~a la~~ después de 24 horas de haber sido colocado.

Luy

Telephone:
CARDIFF 8611.

Telegraphic Address:
CONTMAN, CARDIFF.

19

CONTINENTAL TRANSIT CO., LIMITED.

STEAMSHIP OWNERS.

Directors:
D. P. BARNETT.
L. De. ORTUZAR, BASQUE (SPAIN)
C. H. MORGAN.

COLUM BUILDINGS,
MOUNT STUART SQUARE,
CARDIFF.

DLR/JL.

January 24th. 1941.

Manuel de Irujo, Esq.,
7/8, Hobart Place,
Eaton Square,
London. S. W. 1.

Dear Sir,

A Meeting of this Company has been convened for the 18th proximo, for the purpose of passing a Resolution for voluntary winding up, and as a matter of courtesy and without recognizing any right on your part to receive notice of the Meeting, we enclose copy of the Notice for your information.

As Dr. Ziaurriz has no registered address in the United Kingdom, a Notice of the Meeting is being posted up in the Registered Office of the Company, and under its Articles of Association, the Notice will be deemed to be duly served on Dr. Ziaurriz at the expiration of 24 hours after it is so posted.

Yours faithfully,

For & on behalf of
Continental Transit Co. Ltd.

David Roberts

D. L. Roberts, Secretary.

c o p y.

20

CONTINENTAL TRANSIT CO. LTD.

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the members of the above-named Company will be held at the Registered Office of the Company, Colum Buildings, Mount Stuart Square, Cardiff on Tuesday, the 18th day of February 1941 at 11-30 o'clock in the forenoon for the purpose of considering and if deemed expedient, passing as a SPECIAL RESOLUTION the Resolution following, that is to say :-

"That the Company be wound up voluntarily and that "Frank Harold Bennett, of 28, Lewes Road, Friern "Barnet, London N. 12. Chartered Accountant, be and "he is hereby appointed Liquidator for the purposes "of such winding up".

Dated this 24th day of January 1941.

BY ORDER OF THE BOARD.

(signed) David Roberts.

Secretary.

CONTINENTAL TRANSIT CO. LIMITED

21

14th August, 1940.

D. L. Roberts, Esq.
Continental Transit Co. Ltd.
Collum Buildings,
Mount Stuart Square,
CARDIFF.

Dear Sir,

I am in receipt of your letter of the 13th instant enclosing copy of the Articles of Association of the Continental Transit Co; Ltd. receipt of which I hereby acknowledge.

Yours faithfully,

Manuel de Irujo.

Telephone:
CARDIFF 8611.

Telegraphic Address:
CONTMAN, CARDIFF.

CONTINENTAL TRANSIT CO., LIMITED.

STEAMSHIP OWNERS.

22

Directors:
D. P. BARNETT.
L. De. ORTUZAR, BASQUE (SPAIN)
C. H. MORGAN.

COLUM BUILDINGS,
MOUNT STUART SQUARE,
CARDIFF.

DLR/JL.

August 13th. 1940.

M. de Irujo, Esq.,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square, S. W. 1.

Dear Sir,

We have been instructed by Mr. C. H. Morgan to send you a copy of the Articles of Association of the Continental Transit Co. Limited, and we are enclosing this herewith.

Please acknowledge receipt.

Yours faithfully,

For & on behalf of
The Contiental Transit Co. Ltd.

David Roberts

D.L. Roberts. Secretary.

23

13th July, 1940.

D. L. Roberts, Esq.
Continental Transit Co. Ltd.
Collum Buildings,
Mount Stuart Square,
CARDIFF.

Dear Sir,

Mr. Manuel de Irujo has asked me to acknowledge your letter of the 12th, and to say that as we have not yet moved to our new address, it will be quite in order if you will send the Power of Attorney to him here at 14 Eccleston Square, S.W.1.

Yours faithfully,

A. de Gondra
Secretary.

Telephone:
CARDIFF 8611.

Telegraphic Address:
CONTMAN, CARDIFF.

CONTINENTAL TRANSIT CO., LIMITED.

STEAMSHIP OWNERS.

24

Directors:
D. P. BARNETT.
L. De. ORTUZAR. BASQUE (SPAIN)
C. H. MORGAN.

COLUM BUILDINGS,
MOUNT STUART SQUARE,
CARDIFF.

DLR/JL.

July 12th. 1940.

M. de Irujo, Esq.,
14, Eccleston Square,
London. S. W. 1.

Dear Sir,

We forwarded a letter to you on the 9th. instant, addressed to the Basque Delegation, 7/8, Hobart Place, Eaton Square, S. W. 1, returning your Power of Attorney for Dr. Ziaurriz.

This has been returned to us this morning, marked 'not known'.

Will you please advise us the best address to forward this on to.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.

D. L. Roberts.
Secretary.

Telephone:
CARDIFF 8611.

Telegraphic Address:
CONTMAN, CARDIFF.

CONTINENTAL TRANSIT CO., LIMITED.

STEAMSHIP OWNERS.

25

Directors:
D. P. BARNETT.
L. De. ORTUZAR, BASQUE (SPAIN)
C. H. MORGAN.

COLUM BUILDINGS,
MOUNT STUART SQUARE,
CARDIFF.

DLR/JL.

July 9th. 1940.

M. de Irujo, Esq.,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square,
London. S. W. 1.

Dear Sir,

We thank you for your favour of yesterday, with regard to the Power of Attorney which you sent us in connection with Sr. Ziaurriz.

We have now secured the return of this document from our Solicitors, who state that it appears to be in order, and whilst they have no immediate use for the Power of Attorney, it may be necessary for you to produce it at a later date.

Meantime, we are returning the Power of Attorney herewith, and we shall be glad if you will acknowledge receipt.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Limited.

David Roberts

D. L. Roberts.

COPY

26

CONTINENTAL TRANSIT CO. LTD.

Colum Buildings,
Mount Stuart Square,
CARDIFF

July 9th. 1940

DLR/JL.

M. de Irujo, Esq.,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square,
London, S.W.1

Dear Sir,

We thank you for your favour of yesterday, with regard to the Power of Attorney which you sent us in connection with Sr. Ziaurriz.

We have now secured the return of this document from our Solicitors, who state that it appears to be in order, and whilst they have no immediate use for the Power of Attorney, it may be necessary for you to produce it at a later date.

Meantime, we are returning the Power of Attorney herewith, and we shall be glad if you will acknowledge receipt.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Limited.

David Roberts

D.L. Roberts

COPY

27

CONTINENTAL TRANSIT CO. LTD.

Colum Buildings,
Mount Stuart Square,
CARDIFF

July 9th. 1940

DLR/JL.

M. de Irujo, Esq.,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square,
London, S.W.1

Dear Sir,

We thank you for your favour of yesterday, with regard to the Power of Attorney which you sent us in connection with Sr. Ziaurriz.

We have now secured the return of this document from our Solicitors, who state that it appears to be in order, and whilst they have no immediate use for the Power of Attorney, it may be necessary for you to produce it at a later date.

Meantime, we are returning the Power of Attorney herewith, and we shall be glad if you will acknowledge receipt.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Limited.

David Roberts

D.L. Roberts

28

8th July, 1940.

D. L. Roberts, Esq.
Continental Transit Co. Ltd.
Colum Buildings,
Mount Stuart Square,
CARDIFF.

Dear Sir,

On the 12th June last I forwarded you the Power of Attorney I hold from your shareholder, Sr. Ziaurrita in order that it might be examined by your solicitors.

If, as I presume, they have now finished with it, I should much appreciate it if you would be good enough to return it to me. Perhaps you will very kindly let me know what the position is as regards this document.

Yours faithfully,

Manuel de Irujo

Roberts de Continental Transit

29

El 12 del pasado Junio envié a Vd el poder del accionista de esa Compañia Sr. Ziaurritz, con el fin de que pudieran examinarlo los solicitors.

Como presumo que ya habran tenido tiempo de verlo, le agradeceré que me lo devuelva.

Gracias anticipadas etc.

Telephone:
CARDIFF 8611.

Telegraphic Address:
CONTMAN, CARDIFF.

30

CONTINENTAL TRANSIT CO., LIMITED.

STEAMSHIP OWNERS.

Directors:
D. P. BARNETT.
L. De. ORTUZAR, BASQUE (SPAIN)
C. H. MORGAN.

COLUM BUILDINGS,
MOUNT STUART SQUARE,
CARDIFF.

DLR/JL.

June 13th. 1940.

M. de Irujo, Esq.,
c/o. The Basque Delegation,
14, Eccleston Square,
London. S. W. 1.

Dear Sir,

We thank you for your favour of yesterday, enclosing your Power of Attorney.

We have meantime, passed this on to our Solicitors, and will have pleasure in returning this to you, immediately we receive it from them.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.

David Roberts

D. L. Roberts - Secretary.

31

12th June, 1940.

D. L. Roberts, Esq.
Continental Transit Co. Ltd.
Colum Buildings,
Mount Stuart Square,
CARDIFF.

Dear Sir,

I beg to acknowledge receipt of your letter of the 11th, and now have the pleasure to enclose the Power of Attorney as you request. I shall be much obliged if you will be kind enough to return it to me as soon as you have finished with it.

Yours faithfully,

Manuel de Irujo.

Telephone:
CARDIFF 8611.

Telegraphic Address:
CONTMAN, CARDIFF.

CONTINENTAL TRANSIT CO., LIMITED.

STEAMSHIP OWNERS.

32

Directors:
D. P. BARNETT.
L. De. ORTUZAR, BASQUE (SPAIN)
C. H. MORGAN.

COLUM BUILDINGS,
MOUNT STUART SQUARE,
CARDIFF.

DLR/JL.

June 11th. 1940.

M. de Irujo, Esq.,
c/o The Basque Delegation,
14, Eccleston Square,
London. S. W. 1.

Dear Sir,

As it will be necessary to sight the Power of Attorney which you are holding for Doroteo de Ziaurriz, in connection with the reduction of the capital of this Company, we should be glad if you would forward this on to us, so that we may produce it to our Solicitors.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.

David Roberts

D. L. Roberts.
Secretary.

Telephone:
CARDIFF 8611.

Telegraphic Address:
CONTMAN, CARDIFF.

33

CONTINENTAL TRANSIT CO., LIMITED.

STEAMSHIP OWNERS.

Directors:
D. P. BARNETT.
L. De. ORTUZAR, BASQUE (SPAIN)
C. H. MORGAN.

COLUM BUILDINGS,
MOUNT STUART SQUARE,
CARDIFF.

DLR/JL.

May 17th. 1940.

M. de Irujo, Esq.,
The Basque Delegation,
14, Eccleston Square,
London. S. W. 1.

Dear Sir,

Enclosed herewith we beg to hand you Certificate showing the holdings of Dr. Ziaurritz, in the Continental Transit Co. Limited.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.

David Roberts

D. L. Roberts.

Telephone:
CARDIFF 8611.

Telegraphic Address:
CONTMAN, CARDIFF.

CONTINENTAL TRANSIT CO., LIMITED.

STEAMSHIP OWNERS.

34

Directors:
D. P. BARNETT.
L. De. ORTUZAR, BASQUE (SPAIN)
C. H. MORGAN.

COLUM BUILDINGS,
MOUNT STUART SQUARE,
CARDIFF.

May 14th. 1940.

We hereby certify that Dr. Ziaurriz, is a Shareholder of this Company, since the formation of the Company, on March 17th. 1938.

He holds 50,000 shares of £1 each.

For & on behalf of
The Continental Transit Co. Ltd.

David Barnett
Secretary.

COPY

35

CONTINENTAL TRANSIT CO. LTD.

Colum Buildings,
Mount Stuart Square,
CARDIFF

May 14th. 1940

We hereby certify that Dr. Ziaurriz, is a Shareholder of this Company, since the formation of the Company, on March 17th. 1938.

He holds 50.000 shares of £1 each.

For & on behalf of
The Continental Transit Co. Ltd.

David Roberts

Secretary

COPY

36

CONTINENTAL TRANSIT CO. LTD.

Colum Buildings,
Mount Stuart Square,
CARDIFF

May 14th. 1940

We hereby certify that Dr. Ziaurriz, is a Shareholder of this Company, since the formation of the Company, on March 17th. 1938.

He holds 50.000 shares of £1 each.

For & on behalf of
The Continental Transit Co. Ltd.

David Roberts

Secretary

37

Manudl de Irujo

14th May, 1940.

D. L. Roberts, Esq.
Continental Transit Co. Ltd.
Colum Buildings,
Mount Stuart Square,
CARDIFF.

Dear Sir,

I beg to acknowledge receipt of your letter of the 10th May enclosing cheque for £7,000 on behalf of Sr. Ziaurritz.

Mr. Lizaso has handed me your other letter of the 11th, addressed to him, enclosing a certificate of the cash balance on the day of the meeting, in accordance with my request to Mr. Ortuzar.

I have also asked him to forward me an extract from the Cash Account, from the beginning of this year to the date of the meeting, in order to know the items by which the cash balance, in the balance sheet, plus the amount of the credits received since then, has been reduced to the figure stated in your certificate. I should be much obliged if you would send me this, as it had not come to hand before I received your letter.

I should also be glad to know the text of the dispositions relating to the sale of ships and the difficulties encountered, about which Sres. Ortuzar and Aqueche have spoken to me.

Yours faithfully,

Manuel de Irujo.

Me es grato acusar recibo a la suya 10 cts dirigida a mi, de la que separo cheque por £ 7.000, con cargo a la cuenta del Sr. Ziaurritz.

El Sr. Lizaso me entrega otra carta del 11 cts, dirigida a él, a la que se acompaña certificacion del saldo de caja el dia de la Junta, respondiendo a indicaciones hechas por mi al Sr. Ortuzar.

Yo habia interesado de este un extracto de la cuenta de caja, a partir del priero de año, hasta la fecha de la Junta, con el fin de conocer las partidas por las cuales, el saldo de caja figurado en el balance, mas el importe de los creditos cobrados desde entonces, se ha reducido a la cifra que consta en su certificacion. Ruegole pues tenga la bondad de enviarmela, si ya antes de recibir esta carta, no lo han hecho Vds.

Así tambien me interesa conocer el texto de las disposiciones reguladoras de la venta de barcos y de las trabas puestas, de las que me hablaron los Sres Ortuzar y Aqueche

Suyo ate.

Telephone:
CARDIFF 8611.

Telegraphic Address:
CONTMAN, CARDIFF.

CONTINENTAL TRANSIT CO., LIMITED.

STEAMSHIP OWNERS.

38

Directors:
D. P. BARNETT.
L. De. ORTUZAR, BASQUE (SPAIN)
C. H. MORGAN.

COLUM BUILDINGS,
MOUNT STUART SQUARE,
CARDIFF.

May 11th 1940.

J. de Lizaso, Esq.,
The Basque Delegation,
14, Eccleston Square,
London. S. W. 1.

Dear Sir,

In accordance with instructions which we have received from Mr. L. de Ortuzar this morning, we enclose herewith a Certificate showing the cash which was at Messrs. Barclays Bank Limited, Cardiff, to the credit of the Continental Transit Co. Ltd.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.

David Roberts

D. L. Roberts.
Secretary.

Telephone:
CARDIFF 8611.

Telegraphic Address:
CONTMAN, CARDIFF.

CONTINENTAL TRANSIT CO., LIMITED.

STEAMSHIP OWNERS.

39

Directors:
D. P. BARNETT.
L. De. ORTUZAR, BASQUE (SPAIN)
C. H. MORGAN.

COLUM BUILDINGS,
MOUNT STUART SQUARE,
CARDIFF.

DLR/JL.

May 10th. 1940.

Manuel de Irujo, Esq.,
The Basque Delegation,
14, Eccleston Square,
London. S. W. 1.

Dear Sir,

We thank you for your letter of the 9th inst., enclosing a copy of the Power of Attorney authorising you to act for Mr. Doroteo de Ziaurriz, with regard to his shareholding in this Company.

We have been in communication with our Directors regarding your request for a loan of £7,000, pending the reduction of the capital of this Company, and they are agreeable to make this loan under the circumstances.

We therefore have pleasure in enclosing herewith, cheque for £7,000 receipt of which we shall be glad if you will acknowledge.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.

David Roberts

D. L. Roberts,
Secretary.

Enclosure

COPY

40

CONTINENTAL TRANSIT CO. LTD.
Colum Buildings,
Mount Stuart Square,
CARDIFF

May 10th. 1940

DLR/JL.

Manuel de Irujo, Esq.,
The Basque D legation,
14, Eccleston Square,
London, S.W.1

Dear Sir,

We thank you for your letter of the 9th. inst., enclosing a copy of the Power of Attorney authorising you to act for Mr. Doroteo de Ziaurriz, with regard to his shareholding in this Company.

We have been in communication with our Directors regarding your request for a loan of £7.000, pending the reduction of the capital of this Company, and they are agreeable to make this loan under the circumstances.

We therefore have pleasure in enclosing herewith, cheque for £7.000 receipt of which we shall be glad if you will acknowledge.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.

David Roberts.

D.L. Roberts.
Secretary

COPY

41

CONTINENTAL TRANSIT CO. LTD.
Colum Buildings,
Mount Stuart Square,
CARDIFF

May 10th. 1940

DLR/JL.

Manuel de Irujo, Esq.,
The Basque D legation,
14, Eccleston Square,
London, S.W.1

Dear Sir,

We thank you for your letter of the 9th. inst., enclosing a copy of the Power of Attorney authorising you to act for Mr. Doroteo de Ziaurriz, with regard to his shareholding in this Company.

We have been in communication with our Directors regarding your request for a loan of £7.000, pending the reduction of the capital of this Company, and they are agreeable to make this loan under the circumstances.

We therefore have pleasure in enclosing herewith, cheque for £7.000 receipt of which we shall be glad if you will acknowledge.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.

David Roberts.

D.L. Roberts.
Secretary

Telephone:
CARDIFF 8611.

Telegraphic Address:
CONTMAN, CARDIFF.

CONTINENTAL TRANSIT CO., LIMITED.

42

STEAMSHIP OWNERS.

Directors:
D. P. BARNETT.
L. De. ORTUZAR, BASQUE (SPAIN)
C. H. MORGAN.

COLUM BUILDINGS,
MOUNT STUART SQUARE,
CARDIFF.

This is to certify that the balance of cash laying to the credit of the Continental Transit Company Limited, at Messrs. Barclays Bank Limited, Bute Docks, Cardiff, on the 30th day of April 1940, was £25,675. 18. 0.

David Robertson
Secretary.

MANUEL DE IRUJO - Private.

9th May, 1940.

The Continental Transit Co. Ltd.
Column Buildings,
Mount Stewart House,
CARDIFF.

Dear Sirs,

In accordance with the conversation we had during the meeting of the Company at the Dorchester Hotel on the 7th instant, and following instructions that I have from Mr. Doroteo Ziaurriz, whom I represent duly authorised by Power of Attorney, a copy of which you have, I beg to ask you to lend the amount of £7,000, awaiting the moment that the capital of the Company will be reduced and the balance will be distributed among the shareholders. I will send you the official receipt for this amount as soon as I receive your cheque, and awaiting same

I remain,

Yours faithfully,

Manuel de Irujo.

Telephone:
CARDIFF 8611.

Telegraphic Address:
CONTMAN, CARDIFF.

CONTINENTAL TRANSIT CO., LIMITED.

STEAMSHIP OWNERS.

44

Directors:
D. P. BARNETT.
L. De. ORTUZAR, BASQUE (SPAIN)
C. H. MORGAN.

COLUM BUILDINGS,
MOUNT STUART SQUARE,
CARDIFF.

May 1st. 1940.

Manuel de Irujo, Esq.,
The Basuqe Delegation,
14, Eccleston Square,
London.

Dear Sir,

Following the conversation you had with our Mr. Ortuzar, we are pleased to inform you that the General Meeting of The Continental Transit Co. Ltd., will be held at 3. 30 p.m. on Tuesday May 7th. 1940, at The Dorchester Hotel.

For your private information, we beg to inform you that the amount of cash in the Bank today is £26,000. The difference between this amount, and the amount on the 31st. December 1939, is - advances to Dr. Ziaurriz, and other expenses for the ships, such as Insurances which have been paid lately, and which cover three months to come, Taxes, etc.

For your information, the purchase price of the s,s. "Transeas" was £15,500, and the s.s. "Emerald-Wings" - £13,000.

Should you require any further explanations, we shall be only too pleased to give them.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.

David Robertson
Secretary

Torre Continental

US

ELIODORO TORRE
HOTEL MEDITERRANEE
MANSELLA

LIQUIDADOR LUIS ANUNCIO PLEITO CONTRA DOROTEO stop OFRECIMOS NUESTRA MEDIACION PARA EVITAR PLEITO stop MANUEL ACEPTO stop LUIS NEGOSE CONTESTAR stop PROMOVIDO PLEITO SON PARTES LIQUIDADOR LUIS MANUEL stop TENDREMOS SENTENCIA DENTRO DE ESTE MES stop PROBABLE SOLUCIÒN PROPIEDAD DOROTEO CREDITO CONGELADO stop INUTIL PREOCUPARNOS YA ESTE ASUNTO stop VUESTRA ACTITUD RESPALDANDO CONDUCTA LUIS ES ENACEPTABLE stop LEKUBE ESCRIBE OTORGANDO PODERES MANUEL MIENTRAS CONTINUARE AQUEL AUSENTE stop ENTENDEMOS NECESARIO HAGAIS SABER LUIS UNICA AUTORIDAD CONSEJO EN EL EXTERIOR MANTENIENDO LA NUESTRA DENTRO ORGANIZACIÒN stop DOROTEO RECLAMADO EMBAJADA CHILE VICHY PRECISO INTENTAR SALGA stop DECIRNOS SI PUEDE CONVENIR IGUAL RECLAMACION PARA VOSOTROS.

ELIAS ARREDONDE GAMARRA

18 de Julio de 1.941

Sota, 30 Fifth Avenue, New York

EBB 46

KOLDO CONVENES MEETING FOR DISSOLUTION ~~NNE~~ ON TERMS LEADING TO JUDICIAL LIQUIDATION ~~ADVISED~~ INDICATED YOUR LETTER TO IRUJO stop WE CONSIDER THIS FOOLISH stop WE ARE LEFT WITHOUT PESETA stop PLEASE COMMUNICATE THIS DEUSTO ASKINGØ URGENT REPLY

EUZKADI BURUBATZARRA ECHEBERRIA

Jan. 27. 1941

Moldo convoca junta para ~~liquidación~~ disolución, con reservas conducen ~~tiene~~ liquidación judicial anunciada ~~por Moldo~~ en carta ~~New York~~ suya a Lufo. ~~(Moldo)~~ ~~Nos~~ estimamos solución disparatada ~~rogandole hagamos saber~~ ~~comunique~~ Dentro ~~Nos~~ ~~fondos~~ ~~quedarían Juzgado~~ nos quedaremos sin una peseta ~~Nos~~ ruegole comunique Dentro pidiendole respuesta urgente

E. B. D.
Echeverría

AYUNTAMIENTO
BORJA DE VALENCIA
EL DIPUTADO A CORTES

"Ascensión House",
6, White Post Hill
REDHILL, Surrey.

Trading with the Enemy Branch,
(Treasury and Board of Trade)
Alexandra Hacuse,
Kingsway, W.C.2.

48

Muy señores nuestros,

Nos referimos a la suya del 19 del corriente.

El texto del cable, puesto en castellano, es como sigue: DELATORRE HOTEL MEDITERRANEE 15 QUAI DES BELGES MARSEILLES - RECTIFICAMOS INFORMES KOLDO STOP DESPUES ENTREGAS ORDENADAS POR USTED TRES MIL MAURICE MIL IGNACIO DISPONIA ESTELLA MAYO TRES MIL AGOTADAS SOSTENIMIENTO SUCURSAL CASA Y EXTRAORDINARIOS HASTA NOVIEMBRE STOP PEDIMOS ORDENE KOLDO ABONARNOS CIEN MENSUALES SUSTENIMIENTO BURUQUIDES - ELI ARREDONDO.

Paso a explicar su contenido por frases sueltas.

1. "RECTIFICAMOS INFORMES KOLDO".

Quiere decir: Rectificamos los informes que, Don Luis de Ortuzar le ha proporcionado, acerca de las posibilidades económicas de las que dispone el Consejo Nacional de Euzkadi y los organismos vascos refugiados en Inglaterra, para atender a su subsistencia y actividades.

2. DESPUES DE ENTREGAS ORDENADAS POR USTED TRES MIL MAURICE MIL IGNACIO DISPONIA ESTELLA MAYO TRES MIL AGOTADAS SOSTENIMIENTO SOCURSAL CASA Y EXTRAORDINARIOS HASTA NOVIEMBRE"

Quiere decir: Despues de las entregas de fondos ordenadas por Vd. en ejercicio del cargo de Consejero de Hacienda del Gobierno Vasco, con anterioridad a los momentos actuales, Don Manuel de Irujo, Presidente del Consejo Nacional de Euzkadi, disponía en Mayo próximo pasado de tres mil libras procedentes de la Caja del Gobierno, las cuales, se han agotado en el sostenimiento de la Delegación de Euzkadi en Londres, en el de la Colonia Vasca de Ascensión House en Redhill y en otras atenciones no prevenidas en los presupuestos normales, como la emigración vasca a Irlanda.

3. "PEDIMOS ORDENE KOLDO ABONARNOS CIEN MENSUALES SOSTENIMIENTO BURUQUIDES"

Quiere decir: Pedimos al Consejero de Hacienda del Gobierno Vasco, en funciones hasta la catalepsia de Francia, que

ordene a Don Luis Ortuzar, empleado, suyo en Inglaterra, que nos abone cien libras mensuales con cargo a los fondos entregados pos aque, que administra, para el sostenimiento de los miembros del Consejo Directivo del Partido Nacionalista Vasco que nos encontramos en este país; y ello porque, el Sr. Torre recibió del Partido una cantidad que bajo sus órdenes se depositó y de la que él responde, ya que, su aislamiento en Marsella impide otras explicaciones.

4. ELI, significa Elias de Echevarria; y ARREDONDO Luis de Arredondo.

Entiendo haber satisfecho sus deseos. Si alguna ulterior explicación fuera precisa, quedo a su disposición. Si no enviamos el cable a esa oficina es, porque, anteriormente se nos aseguró que, la Francia gobernada por Vichy no era reputada como territorio enemigo.

Le saludan muy atentamente.

49

13 de Noviembre de 1940

Euzkadi-Buru-Batzaña,
"Ascension House,
6, White Post Hill
REDHILL
Surrey

Aguí,

Por medio del Sr. Irujo habrán oido Uds. de la inconveniencia de enviar el cable redactado segun lo habían enviado Uds.

Además se recibe un cable para Arredondo que quizá fuerce aun más a cambiar el texto de aquel despacho telegráfico.

Por todo ello hemos creido oportuno redactar el texto adjunto, que lo cursaremos con la conformidad de Uds. cuando comprueben que por el recibido hoy no haya de hacerse nuevas alteraciones.

Un saludo.

A. de Gondra

Texto propuesto a E.B.B.

Rectificamos informes Koldo Slok
Despues entrega ordenadas por
usted de tres mil a Maurice
y mil Ordeñarriza Lotella
disponia junio tres mil
agotadas sostenimiento casa
y extraordinarios hasta Noviembre
Slok Pedimos ordene Koldo 2100 mensuales sostenimiento

E.B.B.

E.B.B.
Exeberria

50

Merstham 13 de Noviembre 1940

Amigo Eli:

Gondra me dice que ha recibido un texto para cable dirigido a Torre del siguiente tenor: "Rectificamos informes Koldo. Despues liquidar Olivier tres mil disponianse primeros Junio escasamente cuatro mil agotadas sostenimiento casa y extraordinarios hasta Noviembre. Salva situacion economica inesperada entrega de Marino cuatro mil quinientas. Pedimos ordene Koldo abonarnos cien mensuales sostenimiento Burubatzar."

Al propio tiempo me comunica Gondra que se ha recibido un cable para él.

Le he aconsejado que, retenga el cable redactado por Vds, hasta conocer el contenido del que se ha recibido. Entiendo que deben Vds llamar por telefono, si quieren aprovechar la fecha de hoy, para enterarse y dar las ordenes oportunas.

En cuanto al cable que Vds van a enviar, me permito hacerles algunas observaciones.

Vds insistieron en la necesidad de guardar reserva acerca de las 4.500 libras recibidas; y son Vds mismos los que trasladan esa noticia. ¿Con qué finalidad? No lo entiendo.

Estimo inconveniente la cita del Sr. Olivier. Por otra parte, Torre conoce perfectamente, sin necesidad de informes de Koldo, que la cantidad percibida era de 7.000 libras, las entregadas al Sr Olivier 3.000 y a la Delegacion 1.000, quedando en Junio un saldo de 3.000 en mi poder.

Yo entiendo mas discreto que el texto quedara redactado así: "Rectificamos informes Koldo. Despues entregas ordenadas Estella disponia Junio tres mil agotadas sostenimiento casa y extraordinarios hasta Noviembre. Pedimos ordene Koldo abonarnos cien mensuales sostenimiento Burubatzar."

El cable, con noticia de la entrega por Marino de 4.500 libras, es totalmente inutil. Porque, Torre, que dió a Marino la orden de entrega a Ortuzar, no ha de mandar a este que utilice sus fondos, mientras haya medio de echar mano a los de aquel.

Por otra parte, la mencion de Marino, en un cable que vaya a Francia, no me parece ni necesaria, ni acertada, sobre todo despues de lo sucedido, de que Marino se queja tan amargamente. No debemos echar mas leña al fuego, ni podemos poner confianza alguna en la censura francesa.

Suyo

De la Torre
Hotel Mediterranee
15 Quai des Belges
MARSEILLES

51

AGUSTIN COMUNICA MEDIACION JUANITO COMERCIO RIVAL DISPONE VUESTROS MATERIALES VIENDOSE OBLIGADO SERVIRLES COMO INFORMADOR atop AGUSTIN ACONSEJA KOLDO LIQUIDE INMEDIATAMENTE YENDOSE DONDE JUANITO stop ESPERAMOS TELEGRAFIES KOLDO REITERANDO IGUAL CONSEJO

Arredondo

12 Oct. 1940.

12 Oct. 1940

~~Enviado telegrama a Delatorre firmado por Arredondo con texto n/carta a Iberia 11 Oct~~

Delatorre
Hotel Mediterranee
15. Quai des Belges
Marseille

Arredondo - 12 Oct. 1940

52

11 de Octubre de 1940

E.B.B.
"Ascension House",
6, White Post Hill,
REDHILL
Surrey

Aguí,

Cumplenos poner en su conocimiento que acabamos de recibir de Marsella, los deppachos telegraficos siguientes:

RECIBIDO TELEGRAMA NUEVE stop PARA CONSEGUIR VISADO TRANSITO MARRUECOS NECESARIO MOSTRAR PASAJE CONTINUACION VIAJE AMERICA O DISPONER DE BUQUE QUE REALICE DICHO VIAJE DIRECTAMENTE.
10 - 10 - 1940. DELATORRE

CONTESTAMOS TELEGRAMA SIETE stop TELEGRAMAS ANTERIORES NO CONTESTADOS OBLIGARON REPETIRLOS OTRO CONDUCTO ASEGURARNOS RECEPCION stop CONOCEMOS PREOCUPACION KOLDO IGNORANDO SUS PROYECTIS EVACUACION stop NUESTROS PROYECTOS BASADOS AMIGOS KOLDO RESIDENTES AQUI CONSISTEN FACILITAR SUBSISTENCIA INCLUSO EMIGRACION PERSONAS CALIFICADAS COMPENSANDO ESTOS GASTOS TRAVES KOLDO stop AMIGOS CALIFICADOS REPATRIADOS POR CARECER RECURSOS stop ANTES AUTORIZAR DESEO ESTELLA QUEREMOS CONOCER MOTIVOS stop JOSU INSISTE IGUAL CRITERIO stop ASUNTO LLAMADO DOROTA CORRESPONDE JAURLARITZA.
10. 10. 1940. DELATORRE

El primero contesta a nuestro telegrama del nueve que decía así:

DISPONEMOS TRAULER PARA TRASLADAROS ORAN stop DECIDNOS SI CONVIENE.

El segundo corresponde a nuestro telegrama cuyo

texto pusimos en conocimiento de Uds. en carta de Irujo de fecha 7 del corriente.

Por otra parte, parece que nuestro telegrama al Sr. Torre del tres del corriente, transcrito en nuestra carta de dicha fecha al Sr. Arredondo, no ha llegado a manos de nuestros amigos. Y como una repetición del telegrama con igual texto no correría mejor suerte, creemos conveniente, cuando menos, hacerles saber aquello que mayormente interesa. Nos referimos a la información que Alberro facilitó por mediación de Olazabal. Para mayor seguridad, firmaríamos el despacho con el nombre de alguno de Uds. Digannos pues, si les parece telegrafiemos así:

AGUSTIN COMUNICA MEDIACION JUANITO COMERCIO RIVAL DISPONE VUESTROS MATERIALES VIENDOSE OBLIGADO SERVIRLES COMO INFORMADOR stop AGUSTIN ACONSEJA KOLDO LIQUIDE INMEDIATAMENTE YENDOSE DONDE JUANITO stop ESPERAMOS TELEGRAFIES KOLDO REITERANDO IGUAL CONSEJO.

Esperamos una ampliación de datos de oferta respecto del trauler, para poder proceder en la gestión.

Saludos,

A. de Gondra

E. B. B.

53

De Latorre.
HOTEL MEDITERRANEE.
MARSEILLE.-

DURANTE AUSENCIA URTANTEA COMPANEROS HIZOSE NE CESARIA CONSTITUCION CONSEJO FAMILIA UTILIZANDO FORMULA MAS DISCRETA Y CON NUESTRA APROBACION Y APOYO Stop PEDIMOS RETIREN TERMINOS SU CABLE SIETE ACTUAL TRANSMITIDO ESTELLA Stop ABRAZOS.

Eli Arredondo.

10 Octubre 1940

EUZKADI-BURU-BATZARRA.

Redhill, 10 de Octubre de 1.940

Sr. Don Manuel de Irujo.
Presidente del Consejo Nacional Vasco.
LONDRES.-

54

Muy querido don Manuel:

Hemos recibido su carta fechada el tres de los corrientes y dirigida a don Luis de Arredondo. Hemos leido con gran interes los terminos de esta comunicacion, y por nuestra parte formaremos una relacion detallada de nuestras conversaciones celebradas con el Sr. Ortuzar, para que conste de un modo exacto cuanto el Sr. Ortuzar nos dijo. Le enviaremos tambien, lo mas pronto posible copias de las ultimas cartas cruzadas con el referido senor.

Le saludan muy atentamente en JEL.

Euzkadi-Buru-Batzarra.

Elias de Etxeberria

S S

Londres, 10 de Octubre de 1.940

Amigo Eli:

De acuerdo con nuestra conversacion de ayer, incluyo al pie copia literal del telegrama recibido de D. Eliodoro de la Torre y de la carta a cuyo texto alude.

Con arreglo a la indicacion de Vds., reputo por no recibido el cable que se transcribe, sin otra excepcion que el conocimiento que del mismo doy a Vds.

Un abrazo,

YGA/ Mes 43 24 2225

ELT - ARREDONDE 14 ECCLESTON SQ. LN. 56

CONFIAMOS VUESTRA AMISTAD HAGAIS DESISTIR ESTELLA ACCION CONTRA KOLDO STOP CASO CONTRARIO VISITAREMOS AJURIA STOP REPETIDAS VECES HEMOS SOLICITADO ESTELLA INDIQUENOS VUESTRAS NECESIDADES PARA ORDENAR SEAN SATISFECHAS STOP NO OBTENIDA RESPUESTA RUEGOTE LA CONSIGNAS SALUDOS DE LATORRE

Londres, 10 de Octubre de 1.940

Amigo Eli:

Les incluyo copia de dos cartas que recibo, una de New York otra de Buenos Aires, ambas anunciando el cierre de sus respectivas Delegaciones, la primera dentro de un par de meses, la segunda inmediatamente.

Estas son las consecuencias de la politica recogida en el cable de Torre que comentamos ayer. Recuerden Vds. que el 2 de Agosto me rogaban que no llevara al Juzgado a Ortuzar. Yo acepte sus indicaciones. Realmente, como Vds. saben, a mi me repugnaba terriblemente acudir al Juzgado, contra un vasco, pidiendo los bienes de los vascos. Pero, si entonces hubiera formulado la demanda judicial, hoy no recibiria las cartas cuya copia les envoi, ni correrian peligro inminente de ser cerradas las Delegaciones de Euzkadi en Buenos Aires y N.Y.

El telegrama Vd. a donde nos conducen ciertas tolerancias.
IRUJO. LONDON. ENTERADOS CASUALMEBTE FORMACION CONSEJO FAMILIA SIN NUESTRO CONOCIMIENTO NI AUTORIZACION RECHAZAMOS INTROMISION stop IGUALMENTE PROTESTAMOS GESTIONES COBRO EFECTUADAS CERCA MARINO RESERVANDONOS DERECHO DESIGNACION PERSONA RECIBA SALDO SALUDOS. TORRE.

Copia de la carta: "Dile a Elio que Luis se ha alzado con el santo y la limosna. Se niega a liquidar. Ninguna intervencion es bastante para traerlo a buen camino. Los titulos son suyos. Se los pago. Tiene tus recibos. La impresion es la de que los ha negociado. Prepara una empresa de comercio, en combinacion con gentes de Abando. Estoy agotando cuantos medios me sugiere mi imaginacion para no llevarlo a donde estuvo su suegro.
Dile tambien que estoy en relaciones con Marino para liquidar. Se presta. Hemos comenzado. Ha indicado a Manu que solamente le quedan 9.000 fardos, de los 30.000 que yo crei tendria. Le he pedido detalles a Juanito.
Como la menor de Jose Antonio necesitaba tutela y en vista del ignorado paredero de su padre, hemos seguido el expediente y le hemos hecho Consejo de familia. Soy yo el Presidente y son sus vocales Manu, Belauste, Juanito, Ramon, Archanco, Santiago, Isaac, Jose Ignacio y Gondra, en atencion a los puestos que ocuparon en el negocio de su

padre. El encargado de las cu ntas es Juanito. Con los deudores me encargo yo. Y tambien me encargo yo de arreglarme con el corresponsal que tenian aqui. La gente lo ha tomado muy en serio y la clientela ha recibido bien a los nuevos administradores. Estos han advertido ya que, si apareciera el padre sobraban ellos, pero que, mientras desempeñen sus cargos lo haran con plena autoridad, pues, un negocio en marcha no puede quedarse sin cabeza y menos aun en epocas de gerras y dificultades. Esperamos buena gestion. Tenemos derecho a decirlo asi, a juzgar por las caras que vamos encontrando. Creo que vamos a poder llegar a mercados nuevos y a incrementar extraordinariamente los anteriores.

Lacube, segun Inxausti y compañia estan bien?

7 de Octubre

58

Amigo Elias: Confirmo mi anterior dirigida a Arredondo.

Hoy me envia Sasieta copia del cable de Torre fechado el 22. Sasieta, que es una buena persona, pero un jagijagista empedernido, se ha encargado de publicar las desavenencias reflejadas en el despacho, a todos los vientos. Probablemente lo sabran en Bilbao, pues que, Sasieta mantiene relaciones con la peninsula y Amercia cuando puede con Euzkadi o España, teniendo entrada en los consulados españoles. La obra de Torre es francamente desagradable.

Con los datos que Vds me dieron y que ayer me reiteró Gamarra, he cursado a Marsella el siguiente cable: "Sasieta desde Irlanda me traslada tu cable contestado tres corriente stop Lamento inconveniente publicidad habeis dado al tema stop Burubazar me traslada siguientes manifestaciones Koldo Primera Proyecto suyo vuestra evacuacion es independiente empresa Dorota Segunda Liquidacion empresa Dorota es indispensable stop Resulta Primero Nuestra actitud con Koldo carece relacion con vuestra evacuacion Segundo Koldo niegase liquidar despues reconocer esa necesidad"

Presumo la mejor voluntad en Torre, pero, el servicio que nos ha hecho es bien desdichado.

Espero las copias de la correspondencia cruzada con Ortuzar que me prometieron. Y les ruego así mismo me devuelvan la carta original de Perico.

Muy disgustado, les saluda

J. M. C.

Copia de tarjeta postal de Irujo a

Sr. Don Elias de Etxebería.
Ascension House,
6, White Post Hill,
REDHILL
Surrey

59

Amigo Elias,

Escribo desde el refugio.

Conforme en que mi agente suspenda sus actividades, a condición de que sea convocada la Justa General para disolución y liquidación de la empresa. Pero, necesito un plazo límite, necesariamente corto, pues para eso es preciso poco tiempo y no estoy dispuesto a dejarme entretener. De los demas extremos hablaremos. No es ciertamente excesivo el prestigio con el que de la suya sale librado el Consejo Nacional ni su presidente, reducido el problema a una discusión entre un gerente y un apoderado.

Muy suyo,

Irujo

10 de Septiembre de 1940

EUZKADI BURU
BATZARRA
--

Redhill, 9 de Septiembre de 1940.

60

Sr. don MANUEL DE IRUJO.

LONDRES.

Querido don Manuel:

Molestamos su atención con el relato de diversas circunstancias que afectan al problema de la disolución y liquidación de la Compañia CONTINENTAL TRANSIT, pues a nuestro entender existen razones de tipo práctico, de índole moral e incluso de procedimiento que nos obligan a reconsiderar la cuestion, para tratar de buscar una fórmula, la más positiva y la más digna, a fin de lograr que los fondos que resulten de la liquidación de la Sociedad se destinen a los fines a que deben dedicarse.

En cuanto a las razones de tipo procesal, nosotros tenemos que consignar que el señor Ortuzar ofreció verbalmente a los componentes de este Consejo, el constituir un depósito a nuestro favor por el total importe de los fondos en su poder. No negamos la posibilidad de que en la ejecución de dicho ofrecimiento surjan dificultades, pero no es prudente echarlo en olvido, y desde luego no parede aconsejable entablar procedimientos reclamatorios de última instancia sin haber agotado todas las posibilidades de un acuerdo amistoso. A nuestro entender, pues, no se hallan agotadas todas las posibilidades de una conciliación favorable con el senor Ortuzar.

En nuestra carta del dia 2 de Agosto se hacia ver nuestra repugnancia por toda suerte de intervenciones judiciales pues en definitiva una reclamación de este tipo, sea cual fuere el resultado del pleito, no traería otra consecuencia que nuestro propio desprestigio. Ademas de esta razón moral, existen otras muy dignas de

tenerse en cuenta al tratar de iniciar un expediente judicial, en las piezas de cuyo proceso resultarían comprometidas las principales personalidades del Gobierno Vasco y del Partido Nacionalista Vasco, pues no podemos echar en olvido que en la Sociedad de referencia se hallan interesados señores como Mr.Morgan con quien, segun referencias que debemos a don Eliodoro de la Torre, hemos contraído deuda de gratitud por distintos y señalados servicios que nos ha prestado, al facilitarnos su asesoramiento y firma en la creación de Sociedades comerciales en Inglaterra y Francia, y, entre otras, la de FINANCES ET ENTREPRISES.

Como consideraciones de tipo practico y positivo, además de las expuestas, hemos de consignar también las que se derivan del peligro que pueden correr los capitales invertidos en la CONTINENTAL, sobre cuyo extremo el señor Ortuzar llama nuestra atención con mayor insistencia.

Acabamos de recibir un telegrama de los Sres. Torre y Leizaola en el que concretamente se pide se desista de toda acción entablada contra el senor Ortuzar y se confíe la solución del problema a un acuerdo amistoso entre ambas partes, que, en definitiva, representan el mismo nombre y, por tanto, el mismo interes.

Teniendo en cuenta las consideraciones precedentes estimamos necesario adoptar el acuerdo que a continuación se detalla:

1.- De conformidad con el telegrama de los señores Leizaola y Torre reiterar nuestra comunicación dirigida a don Manuel de Irujo el dia 2 de Agosto pasado para que, de momento, no se entable ante los Tribunales demandas contra la CONTINENTAL ni contra sus Directores.

2.- Igualmente, de acuerdo con las referidas instrucciones escritas de los Sres. Leizaola y Torre pedir a don Manuel de Irujo ordene la cesación de las gestiones que por su orden viene

realizando el Sr. Wills.

3.- Al mismo tiempo, EUZKADI BURU BATZARRA ordena a don Luis de Ortuzar que proceda a la disolución y liquidación de la Compañia CONTINENTAL TRANSIT depositando el liquido resultante a nombre del "burukide" don Elias de Echeverria, quedando dicha suma en calidad de depósito hasta que se reciban instrucciones concretas del señor Torre respecto al destino que han de tener sus fondos.

Esperamos que V. se hará cargo de nuestro razonamiento y que teniendo en cuenta las instrucciones escritas del que en definitiva es su poderdante, aceptará nuestro acuerdo, bien entendido que una vez recibida la respuesta,que esperamos,de don Luis de Ortuzar le daremos cuenta de su contenido y nos pondremos de acuerdo para proceder en consecuencia.

Nos es muy grato enviarle un afectuoso saludo.

EUZKADI BURU BATZARRA,

Elias de Echeverria.

Redhill, 31 de Agosto de 1940.

61

Sr. D.Manuel de Irujo.

LONDRES.

Agur,

De acuerdo con la peticion hecha en su carta de 15 del cte.le devolvemos a V. la copia de la carta dirigida por V. al senor Morgan.

Le saluda atentamente,

EUZKADI BURU BATZARRA,

"Euzkadi-Buru-Batzarra"

REDHILL, 15 de agosto de 1.940

Sr. Don Manuel de Irujo
LONDRES.-

62

Estimado don Manuel:

Desde el pasado domingo, deseabamos celebrar una entrevista con usted, entre otras cosas, para darle cuenta de las gestiones que habiamos realizado con el Sr. Ortuzar. Como Gamarra, a la vuelta de Misa mayor, nos manifesto que usted habia quedado conforme en pasar por nuestro domicilio en cuanto se lo permitieran sus ocupaciones, no hemos cursado a usted ninguna citacion escrita.

Ha pasado ya mucho tiempo sin que hayamos recibido ninguna noticia de usted sobre su posible visita, y como realmente tiene gran interes y urgencia el que lleguemos a un cambio de impresiones, mucho le agradeceremos a usted nos manifieste si no puede pasar por "Ascension House", y en este caso, citenos en Londres, para que podamos solicitar el salvo-conducto necesario y preparemos el viaje.

Como no se le oculta a usted la importancia de la cuestion, y la necesidad de actuar de acuerdo para evitar los graves daños que pueden sobrevenir si no se actua con la mayor prudencia, esperamos impacientes sus noticias.

Le saludan.

Euzkadi-Buru-Batzarra.

15 de Agosto de 1940

Sr. Don Elías de Etxebarría,
Ascension House,
6, White Post Hill,
REDHILL
Surrey

63

Amigo Eli,

El lunes, despues de dar tiempo al plazo de dos o tres días que Luis se había reservado, segun me comunicó Gamarra, para entregar un pliego con sus descargos, dirigí al Sr. Morgan, Director de la Compañía, amigo de la intimidad de Luis, la carta cuya copia incluyo, a la que he tenido satisfactoria contestación. Lo hice el lunes, para que pudieran aprovecharse los días que yo había de pasar en la Clínica - a la que, dicho sea de paso, no he ingresado aun. Don Alberto me ha trasladado algunas apreciaciones de Luis, de las que deduzco que, éste ha desnaturalizado el tono y contenido de aquella carta. Se la incluyo para que puedan verla. Le agradeceré me la devuelva, pues no tengo otra copia.

Mi impresión es la de que, algunos graves extremos de la información que el Sr. Gamarra me trasladó, no son - por fortuna - exactos. Sin duda, la confusión en que Luis ha envuelto sus informaciones, permitió la deducción. He tomado las medidas adecuadas para que, en cualquier caso, aquel intento no sea eficaz. De insistir en él, daría un mal paso, que pudiera costarle caro.

Conste pues que, el supuesto previsto en las dos ultimas lineas de su carta del 2 cte. no se ha dado, ni se hubiera dado de no sobrevenir una grave y urgente situación - sin avisarlo a Uds., segun es el deseo por mí compartido, que en su carta se expresa.

Un saludo,

Euzkadi-Buru-Batzarra.-
REDHILL

2 de agosto de 1.940

Mr. Manuel de Irujo.
LONDRES.-

64

Muy estimado amigo y compatriota:

Su atenta carta-postal fechada en 29 de Julio, se ha recibido el dia 31 del mismo mes, y teniendo en cuenta la importancia del asunto que trata, deseamos ratificar por escrito las manifestaciones verbales que el mismo dia 31 le hicieron, respecto a este particular, los burukides Arredondo y Gamarra.

Hemos iniciado cerca del Sr. Ortuzar las gestiones que usted intereso de nuestra parte, gestiones que tendran el caracter amistoso que pueden alcanzar en este caso las intervenciones del Consejo Supremo del P.N.V., cuando se dirige a sus afiliados. Pondremos en la reclamacion que se intenta todo nuestro empeno y autoridad y en cuanto tengamos la menor noticia o contestacion de parte del Sr. Ortuzar la pondremos en su conocimiento.

No nos fije usted el plazo de esta semana, como ultimo limite, pasado el cual usted considerara finalizada nuestra intervencion, porque no disponiendo, como no disponemos de autorizaciones para realizar desplazamientos, la lentitud del correo y la naturaleza de la cuestion no permiten esa celeridad. No dejaremos de la mano este asunto, porque nosotros tambien lo estimamos como de interes vital; pero no seria posible, asi lo estimamos nosotros, obtener un resultado positivo, si no actuamos con prudencia.

Si usted tuviera razones que le obligan a utilizar otros medios de reclamacion , utilice usted esos recursos; pero en este caso nosotros no podriamos intervenir tan directamente. Por el momento creemos que nuestra llamada a-

mistosa al Sr. Ortuzar puede tener un resultado, y sin esperar una respuesta del interesado no parece recomendable iniciar otro procedimiento.

Le comunicaremos la respuesta de O. en cuanto se reciba. Si transcurriera un plazo prudencial y no recibiéramos la respuesta esperada, le rogamos un nuevo cambio de impresiones antes de entregar al Abogado la demanda pertinente.

Con todo afecto, le saludan.

E.B.B.

19th September, 1940.

E. S. Foden, Esq., C.A.
Messrs. Macdonald & Rees,
11? Dumfries Place,
CARDIFF.

65

Dear Mr. Foden,

Continental Transit Ltd.

Many thanks for your letter of the 16th September.

I was most relieved to hear that the difficulty in telephoning Mr. Alexander and Mr. John last week was misunderstood by the telephone operator, who informed me , when I had told her to say that it was I who wished to speak to Mr. John, that he still refused to speak to me. I of course quite understand how this misunderstanding arose, and am writing to Mr. Alexander to-day.

I have had a telephone call from Mr. Levinson this morning and am to see him this afternoon. He has received a reply from Mr. Hooper, but I shall not know the contents until I see him. I am afraid there will be no time to write you about this to-day as it takes so long to get to and from the City. I will, however, write tomorrow.

I am glad that Mr. Alexander is getting busy on the subject of our last conversation, and hope to hear something interesting from him in due course.

With kind regards,

Yours sincerely,

29 Qué veo al abogado
anoto al margen y al final tu parecer

A la vista de la carta, ocurre pensar en las siguientes posibilidades.

66

O van a la liquidación con lealtad y sin reservas, y la que en la carta se lee es formularia para mantener de alguna manera posiciones anteriores; o pretenden liquidar con un concierto. previo a u celebración, por el cual, obtengan el cargo de liquidador u otros beneficios o condiciones; o afirman ir a la liquidación voluntaria, con el designio de promover alguna cuestión en la Junta, obstaculizarla y llevar el asunto al Juzgado.

Ortuzar ha anunciado ya verbalmenfe ~~y~~ repetido por carta, que va a la liquidación judicial, para garantía de los Directores, en vista de las inculpaciones que les han sido hechas.

La reserva lanzada para comienzo de la carta, unida al mismo tema tratado ya en época anterior aconseja estudiar la posible impugnación de la personalidad del apoderado y de su poder y tomar todo género de precauciones.

- I -

El Sr. Trujo es mandatario del Sr. Ziaufitz con poder notarial otorgado en París el 22 de Abril de 1940 (doctº n. 1)

Como tal fué convocado a las juntas del 7 Mayo 1940 anteriores por carta oficial de la Compañía fechada en 1 Mayo 1940 (doc. n.2)

En ese concepto asistió a las últimas Juntas, ordinaria y extraordinaria para reducción de capital social, celebradas el 7/5/40

Como apoderado cobró 7.000 libras el c/del 10 Mayo 1940 14 Mayo 1940 (doc.n.3)

En esa significación, la sociedad le pidió el Poder en

4

11 Junio 1940 para instruír el expediente de reducción de capital (doc. n.~~4~~ 5)

El 9 Julio 1940 fué admitido como bueno el poder por la compañía ~~(doc. n. 5)~~.

~~Se~~ y devuelto ~~fué devuelto dicho poder~~ al Sr. Irujo ~~por la Cía.~~ (doc. n.~~5~~ 6)

En 24 Jun se cita al Sr. Irujo a Junta General extraordinaria convocada para disolver y liquidar la compañía (doc. n.~~6~~ 7)

Según testimonio de M Abogado de la Cía., el texto de la única acta levantada para recoger los acuerdos de las dos Juntas anteriores celebradas el reza así:

(Decr. m. 7).

Al objetar los defectos sustanciales de dicho texto, el propio letrado afirma/en carta del que, debiera ser el siguiente:

(Decm. n. 8)

~~Requerimiento inútil~~

En correspondencia con estos antecedentes, podría requerirse a un notario para que levantara acta de los extremos siguientes:

a) Copia literal de la citación al Sr. Ziaufitz por cédula mencionada en la carta de (doc. n. 6)

b) original de la carta fechada en (doc. n. 2).

c) Asiento en los libros Diario y Mayor, de la entrega de 7.000 libras mencionada en el documento n. 3 y original de esta carta.

d) Original del documento n. 4 y del expediente de reducción a que esa carta se refiere.

e) Original del docu. n. 5.

f) Original del documento n. 6

g) Original del documento n. 7

h) Textos figurados en los libros de actas para aquella o aquellas que aparezcan fechadas en 7th May 194. con las firmas que las suscriban.

i) cantidad líquida existente en caja el día de la fecha, Banco o Bancos en los que esté depositada, titular de las cuentas respectivas y abonos de cantidades que aparezcan hechas en los libros a partir de la última Junta.

j) Contrato existente entre la Continental Transit, fecha y balance de su liquidación.

- II -

El Sr. Irujo no sabe inglés. ¿Puede llevar un intérprete? ¿Qué requisitos debe llenar para evitar que sea discutido en la Junta?

- III -

¿Puede llevarse un Notario, un contador un Abogado o los tres a la Junta General para que levante acta de los extremos que interesen al Sr. Irujo?

¿Qué requisitos deben cubrirse previamente para evitar discusiones sobre este motivo?

-IV-

¿Puede el Sr, Irujo, por no saber inglés, alegando hallarse enfermo o por otra causa cualquiera, ser sustituído por otra persona, para los efectos de acudir a la Junta?

no

¿Esa sustitución es posible por acta notarial u otra forma fehaciente, que no dé lugar a discusión?

- V -

¿Permiten los Estatutos un examen previo por contador oficial de la ontabilidad?

no

¿Cómo ha de hacerse la designación?

- VI -

Examen del Poder. Ver si, por haber sido otorgado en Francia --antes de que Francia fuera territorio enemigo--, existe alguna disposición que permita poner en duda su validez; o si debe cumplirse alguna formalidad de registro, traducción u otro requisito, con el fin de evitar la impugnación.

válido pero impugnable y si lo impugnan la Ha se celebra sin fin Junta.

- VII -

Ver si es corriente que, en la convocatoria de Juntas se dé el nombre que se propone para liquidador.

No

El propuesto es hombre sin prestigio, muy enfermo, con frecuencia beodo, que sirve para cubrir al Sr. Ortuzar.

- VIII -

¿Puede celebrarse la Junta sin intervención del Sr. Irujo?

Sí

- IX -

¿Puede cobrarse la cantidad que corresponda a las acciones del Sr. Ziaurítz, sin poseer l resguardo de las acciones, simplemente con testimonio del registro oficial?

Si con un recibo de parte

- X -

¿Convendría adelantarse y dar cuenta al Conservador de bienes de personas situadas en territorio enemigo?

Si, pero seguramente darían conocimiento a la Embajada Española, que bloquearía los fondos

Estamos en manos de Ortiz. Le basta decir que ha podido morir o ser revocado el poder, para que el apoderado haga de probar que Ziaurítz vive y mantiene el poder. La redacción de este, muy defectuosa, permite mantener la tesis de que solo vale para asistir a la Junta anterior y para cobrar.

Aconsejo escribir, manteniendo el vigor de su poder para que mantengan o rectifiquen su reserva. Si hay un amigo común al que hacer intervenir, mejor

Gue-

damos: En hacer intervenir rapidamente al amigo (3, 4 días). Si fracasa, el éxito será, pues, hay que mantener en todo caso la posibilidad de actual en la liquidación.

-X-

en inglés

67

El 17 de Marzo de 1938 fue otorgada la escritura de fundacion de la Continental Transit Co Limited Steampship owners, con domicilio en Colum Building, Mount Stuart Square, Cardiff, y capital de 80.000 libras, del cual 50.000 pertenecen a Don Doroteo Ziaurritz, vecino de Meudon (France): Doctº nº 1.

El Sr. Ziaurritz, al declararse la guerra, depositó los titulos representativos de su capital en poder del Director de la Compañia Don Luis de Ortuzar, amigo de su absoluta intimidad. Como la Compañia estaba proxima a la liquidacion y la confianza que el Sr. Ortuzar imspiraba al Sr Ziaurritz era absoluta, este firmó en blanco al dorso de los títulos, para facilitar su liquidación.

El 23 de Abril pmo pdo, el Sr. Ziaurritz lo pensó mejor y otorgó un amplio poder notarial en favor de Don Manuel de Irujo, facultandole para representarle, concurrir a las Juntas, percibir cantidades, liquidar la compañía, hacerse cargo del importe de su participación y otorgar los recibos y documentos necesarios: Doctº nº 2.

Ocurrido el derrumbamiento de Francia, al quedar aislado el Sr. Ziaurritz, el Sr Ortuzar afirma que es él poseedor legal de las acciones que ~~re~~tiene ~~en su poder~~ en depósito.

Manifestaciones de que las acciones no son suyas sino del Sr. Ziaurritz, las ha hecho el Sr. Ortuzar por escrito en sus cartas de 11 Mayo, (Doctº nº 3) 7 Junio (Doctº nº 4) y 10 cts. (Doctº nº 5)

El propio Sr. Ortuzar asistió el 7 de Mayo a la Junta General en la que, el Sr. Ziaurritz estuvo representado por el Sr. Irujo; y el 11 del mismo mes entregó a este un cheque firmado por el 7.000 libras para el Sr. Ziaurritz,

como consecuencia de los acuerdos adoptados en la Junta General. (Doctº nº 3)

El Sr Irujo está reconocido como apoderado del Sr. Ziaurritz y este como accionista de la compañía, en cartas oficiales de esta fechadas en 1, 10, 11, 14 y 17 de Mayo, 11 y 13 de Junio, 9 y 12 de Julio. (Doctos nºs 5 al 14, ambos inclusive)

Existen ademas despachos telegraficos y correspondencia cruzados entre el Sr. Ziaurritz y su apoderado general en Paris Sr. Torre, y el Sr. Ortuzar, de los cuales ~~disponemos~~ disponemos de fechas y copias.

Dados estos antecedentes, pregunto:

¿Puede el Sr. Irujo, en nombre y representacion del Sr. Ziaurritz, reclamar del Sr. Ortuzar la entrega de las acciones?

El 12 Agosto, el Sr. Irujo se dirije al Sr. Morgan, otro Director de la Compañia, en demanda de información (Doctº nº 15)

El 13 Agto, el Sr. Roberts, secretario de la Compañia, por orden del Director Sr. Morgan, ~~le~~ envia al Sr. Irujo los Estatutos de la Sociedad (Doctº nº 16)

El 14 Agto contesta el Sr. Morgan

El 15 " repite el Sr. Irujo

On March 17th. 1938, the Continental Transit Co. Ltd. was officially constituted, domiciled in Colum Buildings, Mount Stuart Square, Cardiff, with a capital of £80.000-, of which £50.000 belong to Dr. Doroteo de Ziaurriz, resident of Meudon (France).

Upon the outbreak of war Dr. Ziaurriz, deposited his shares in the Company in the hands of the Director Sr. Don Luis de Ortuzar, who is a close friend of Dr. Ziaurriz. As the Company was about to be liquidated and as Dr. Ziaurriz has complete confidence in Sr. Ortuzar, he signed in blank on the back of the shares in order to facilitate their liquidation.

On April 23rd. Dr. Ziaurriz reconsidered the matter and granted a full power of attorney to Don Manuel de Irujo, whom he authorised to represent him and to attend the meetings of the Company, to draw funds, to liquidate the Company, to draw Dr. Ziaurriz's share of the capital and to sign all necessary receipts and documents.

With the fall of France, upon which Dr. Ziaurriz was isolated from England, Sr. Ortuzar declared himself to be the legal possessor of the shares which he holds on deposit.

Statements have been made by Sr. Ortuzar in his letters of the 11th. May, 7th. of June and 10th. instant, showing that these shares are not his property but that of Dr. Ziaurriz.

Sr Ortuzar himself attended the General Meeting of the Company which took place on May the 7th., at which Dr. Ziaurriz was represented by Sr. Irujo; and on the 11th. of May Sr. Ortuzar gave Sr. Irujo £7.000- for Dr. Ziaurriz, in fulfilment of the agreements reached at the General Meeting.

Sr. Irujo is recognised as holding a power of attorney granted by Dr. Ziaurriz; Dr. Ziaurriz is recognised as a shareholder of the Company, in official letters from the Company dated the 1st. 10th., 11th., 14th., and 17th. May, and 11th. and 13th. June, 9th. and 12th. July.

There are also telegrams and letters which passed between Dr. Ziaurriz and his general trustee in Paris Sr. Torre, and Sr. Ortuzar, of which we know the dates and have copies.

In view of this information, can Sr. Irujo, in the name of Dr. Ziaurriz, and as his representative demand that Sr. Ortuzar should hand over the shares?

Poder 22 Abril

1 Mayo Roberts me convoca a Sta Gra (7 Mayo)

6ª

10 " " contestando a la suya del 9 acusa recibo de copia del poder envía cheque $ 1.000, anticipo a Lizamitz mientras se tramita la reduccion acordada del capital social de la Compª.

" Olmar reitera la anterior

14 " Roberts certifica Lizamitz $ 5000 bhos

17 " " confirma " " "

7 Junio Olmar (apoderado de Lizamitz)

11 " Roberts me pide el poder para que lo vean los abogados encargados de ordenar la reduccion del capital social

" Acusa recibo del Poder y lo pasa a los abogados

9 Julio Devuelven el poder, que los abogados declaran que está en orden

12 Sept Mi carta a Morgan = acuerdo de la Sta (reduccion social) de capital en el pto de armon (2 Sta ord y ext) (ace Lizamitz)

13 " Sta Gra - Reduccion - (no rectifica 2 Junta)

29 " Carta abogados - Lizamitz accionista $ 5000

30 " Carta Abogados = ~~reduc~~ poder bueno para acordar la reduccion de capital

Ver los documentos citados y los restantes y obtener copia de ellos.
Copia de los afidavit del liquidador y muertio.
¿Cual es el camino que queda hoy a las partes?

Una vez que el Gob. subió por el Tribunal.
Franco dijo que no era tucetor del Gob. Repo.

Tetuá Vd por el Gob. Vasco? No.
Liaunitz - Comité Darque.

Gf. V.? = F. O.
Z.? = Curtidio
Regiti no puede ir mas allá del Repirto

G Manager? Mientras no haya reclamaciones, no puedo sete-
ner = Aun así se sostienen unas 10.000 libras =
Está en liquidación = Recordamos a Vd. =

F. O. ?

¿Padece la teoría del Comité Bargue por la afirmación de Ortigoza del Gob.º Vano?

¿Que significa la denegación de mi demanda?

¿En qué se funda para no pagar a Ortigoza?

In view of the letter received from the Continental Transit Company, it would be advisable to consider the following possibilities.

Either they are proceeding to liquidate in good faith and without reservation, and the style of the letter is formulary, in order by some means to maintain their previous position; or they are attempting the liquidation, with an agreement reached prior to the meeting, by which they will obtain the right to appoint the liquidator and other benefits or conditions; or they intend to proceed to voluntary liquidation, planning to raise some question at the meeting to prevent it and to take the matter to Court.

Ortuzar has already stated verbally, and repeated by letter, that he is going to liquidate judicial, as a guarantee for the Directors, in view of the charges which have been made against them.

The reserve made at the beginning of the letter, taken in conjunction with the attitude already adopted earlier, makes it advisable to study possible opposition to the holder of the Power and to his powers, and to take every precaution.

- 1 -

Mr. Irujo holds a Power of Attorney granted by Sr. Ziauritz in Paris, on the 22nd April 1940 (Document No. 1.)

As such he was called to the earlier meetings on

7th May 1940, by an official letter from the Company, dated 1st May, 1940 (Document No. 2).

In this capacity he attended the last meetings, Ordinary and Extraordinary, for the reduction of the capital of the Company, held on the 7th May 1940.

As proxy for Sr. Ziaurritz, he received £7,000, enclosed in a letter from the Company dated 10th May, 1940 (Document No. 3), which he acknowledged by letter on 14th May, 1940 (Document No. 4).

In this connection, the Company asked to see the Power of Attorney on 11th June 1940, in order to take proceedings for the reduction of capital (Document No. 5).

On the 9th July 1940, the Company agreed that the Power was valid, and returned it to Mr. Irujo (Document No. 6).

On the 24th January, 1941, Mr. Irujo received a letter from the Company announcing the Extraordinary General Meeting convened to dissolve and liquidate the Company (Document No. 7), and enclosing a formal notice of the meeting (Document No. 8).

Messrs. Gilbert Robinson & Co. Solicitors to the Company, state that the text of the only minute by which the resolutions of the two earlier meetings, held on 7th May 1940, were recorded, reads as follows: (Document No. 9)

(Mr. Irujo had not a copy of this document)

When the substantial deficiencies of this text were pointed out, the lawyers themselves stated in their letter of the 18th September 1940 that it should have been as follows:

"The question of the future of the Continental
"Transit Company Limited was discussed and sugges-
"tions were made to reduce the capital of the
"Company and/or to put the Company into liquidation.
"It was unanimously decided to adopt the latter
"course immediately financial settlement had been
"made with the Ministry of Shipping re the sale to
"them of s.s. "TRANSEAS" and immediately the
"s.s. "EMERALD WINGS" had been disposed of."

Taking into account these particulars it would be possible to instruct a Notary to make an official record of the following items:

(a) Copy of the formal notice to Sr. Ziauritz, mentioned in the letter of 24th January, 1941, ~~and copy of this letter~~ (Documents No. ~~7 and~~ 8). Kindly note

(b) Original of the letter dated 1st May, 1940 (Document No. 2).

(c) Entry in the Day Book and the Ledger referring to the payment of £7,000 mentioned in document No. 3, and original of the letter concerned.

(d) Original of document No. 5 and of the application for reduction of capital to which that letter refers.

(e) Original of document No. 6.

(f) Originals of documents No. 7 and 8.

(g) The text of the Minutes of the meetings dated 7th May 1940, with the signatures approving them.

(h) The cash balance to date, the Bank or Banks in which it is deposited, the holder of the respective accounts, and payments which appear in the books since the last Meeting.

(i) The contract between the Continental Transit Company and the Management and Shipping Company, the date, and the balance resulting from its liquidation.

- II -

Mr. Irujo does not understand English. Would it be possible for him to take an interpreter? What formalities must be complied with so that his powers may not be questioned at the Meeting?

- III -

Can he take with him to the General Meeting a Notary, an accountant, a lawyer, or all three, in order that they may take a record of the points in which Mr. Irujo is interested?

What formalities must be complied with to avoid discussion regarding the motive for the above?

- IV -

Can Mr. Irujo, either because he does not know English, through illness, or for any other reason, be represented by another person, for the purpose of attending the Meeting?

Is such representation possible by an act made before a notary, or in other legal form, which would not give rise to discussion?

- V -

Do the Articles of Association allow a prior examination of the books by a chartered accountant?

How can such an arrangement be made?

- VI -

Examination of the Power. It should be ascertained whether, since it was granted in France - before France became enemy territory - there is any disposition under which its validity can be questioned; or whether there is any formality of registration, translation, etc. which would prevent opposition being raised.

- VII -

Is it usual, in the notification of meetings, to give the name of the proposed liquidator?

~~The man proposed is without reputation, very ill and frequently drunk, who is serving as a screen for Mr. Ortuzar.~~

- VIII -

Can the meeting be held without the attendance of Mr. Irujo?

- IX -

Is it possible to be paid the amount of the shares of Sr. Ziauritz, without having the security of the shares, but only a certificate from the official Registrar?

- X -

It should be considered whether it would not be better to take the step of placing the matter directly, ourselves, before the Trading with the Enemy Branch, thus solving this point before it can be referred to by the Continental Transit Company.

COPY

ER 92932

No. 1

72

22 Avril 1940.

PROCURATION
par Monsieur ZIAURRIZ
à M. de IRUJO

PARDEVANT Me François BURTHE, Notaire à Paris soussigné.

Commis suivant ordonnance de Monsieur le Président du Tribunal Civil de la Seine en date du onze septembre mil neuf cent trente neuf, à l'effet de suppléer dans l'exercice de ses fonctions Me Robert Letulle son confrère aussi Notaire à Paris mobilisé aux Armées et agréé par délibération dudit Tribunal en date du même Jour

A COMPARU

Monsieur Doroteo ZIAURRIZ Médecin, demeurant à Meudon (Seine-et-Oise) à 63 Rue des Galons, de nationalité Espagnole (Basque)

Propriétaire de cinquante mille actions de une livre sterling chacune de la société anglaise "Continental Transit Co. Ltd." dont le siège est 7/8 Bury Court à Londres E.C.2. (Angleterre) ainsi qu'il le déclare sans en justifier.

Lequel, après avoir déclaré que ni les statuts de ladite société ni les lois anglaises ne s'opposent pas à ce qu(un actionnaire soit représenté aux assemblées générales par une personne qui n'est pas elle-même

actionnaire de la société a, par ces présentes, constitué pour son mandataire spécial:

Monsieur Manuel de Irujo avocat, demeurant à Londres, S.W.1. - 14 Eccleston Square

A l'effet de le représenter à l'assemblée générale des actionnaires de ladite société devant se réunir au mois d'Avril mil neuf cent quarante et qui aura pour objet notamment l'approbation du bilan et des comptes de l'exercice mil neuf cent trente neuf, l'examen de toutes propositions accessoires, la fixation de dividendes, la réduction éventuelle du capital social, et le vote sur la dissolution anticipée de ladite société.

Le représenter aussi à toutes assemblées générales qui pourraient être convoquées ultérieurement à l'effet de délibérer sur le même ordre du jour que celui de l'assemblée sus visée pour le cas où celle-ci n'aurait pu délibérer valablement

Toucher toutes les sommes pouvant revenir au constituant à quelque titre que ce soit (dividende, distribution de réserves, boni de liquidation etc....) par suite des décisions qui seraient prises par les assemblées sus visées, produire tous titres et justifications ainsi que tous coupons échus, en donner bonne et valable quittance;

En conséquence, signer les feuilles de présence et tous actes et procès-verbaux, prendre part à toutes délibérations et à tous votes sur les questions à l'ordre du jour et sur celles qui pourraient être mises en délibération et soumises au vote de l'assemblée, bien que non portées à ordre du jour au cas où tous les actionnaires seraient présents ou représentés, substituer et généralement fair le nécessaire.

DONT ACTE

Fait et passé à Paris 12 rue d'Anjou en l'étude de Me Letulle notaire suppléé.

L'an mil neuf cent quarante

Le vingt deux avril

Et lecture faite, le comparant a signé avec le Notaire;

Suivent les signatures

Ensuite est écrit;

Enregistré à Paris cinquième Notaires

Le vingt-trois Avril mil neuf cent quarante, volume 698A folio 66 case 5

Reçu; Trente-cinq francs

Signé: R. FALLIN

L'an mil neuf cent quarante

Le vingt-trois avril

Les présentes ont été collationnées scellées, signées et délivrées par Me Franç ois Burthe Notaire à Paris, commis, suivant ordonnance de Monsieur de Président du Tribunal Civil de la Seine en date du onze septembre mil neuf cent trente neuf, à l'effet de suppléer dans l'exercice de ses fonctions Me Robert Letulle son confrère, aussi Notaire à Paris, mobilisé aux Armées, et agrée par délibération dudit Tribunal en date du même Jour,

(Sg.) BURTHE

(Bearing all the stamps and authorisations from both French and British authorities, needed to legalise the Power of Attorney)

TRANSLATION 22nd April 1940. ER 92932

No. 1

Power of Attorney
by
Monsieur Ziaurriz
to
M. de Irujo.

73

IN THE PRESENCE of Francois BURTHE, Notary of Paris, undersigned

Clerk in accordance with the order of the President of the Civil Tribunal of the Seine dated the eleventh September, one thousand nine hundred and thirty nine, to take the place, in the exercise of his office, of Mr. Robert Letulle his colleague also Notary of Paris called to the Army and approved by resolution of the said Tribunal on the same date

Mr. Doroteo ZIAURRIZ doctor, living at Meudon (Seine-et-Oise) at 63 rue des Galons, of Spanish nationality (Basque)

Owner of fifty thousand shares of one pound sterling each in the English "Continental Transit Co. Ltd." of 7/8 Bury Court, London E.C.2. (England) although declaring this without holding proofs

After having declared that neither the Articles of Association of the said company nor the English laws forbade that a shareholder might be represented at the General Meetings by a person not himself a shareholder

has, by this document, given his Power of Attorney to

Mr. Manuel de Irujo lawyer, living in London, at 14 Eccleston Square, S.W.1.

For the purpose of representing him at the General Meeting of shareholders of the said company to be held in the month of April one thousand nine hundred and forty the particular object of which is to approve the balance sheet and accounts for one thousand nine hundred and thirty nine, to examine all additional proposals, to fix the dividends, to effect the eventual reduction of the capital of the company, and to vote upon the anticipated dissolution of the said company.

Also to represent him at all general meetings which might later be convened for the purpose of considering the same agenda as that of the meeting intended for this case or which it could not validly consider.

To receive all sums which may accrue to the constituant under any title which he may have (dividend, distribution of reserves, liquidation bonus etc...) as a result of resolutions which may be made by the meetings for this purpose, to produce all titles and proofs, as well as all warrants due, in exchange

for valid receipts;

Consequently, to sign the attendance books and all records and minutes, to take part in all deliberations and in all votes upon questions on the agenda and which may be brought forward and put to the vote of the meeting, even if not included in the agenda in a case where all the shareholders are present or represented, to ~~act as deputy~~ substitute himself. and generally do what is necessary.

WHICH INSTRUMENT

Made and approved in Paris, 12 rue d'Anjou in the office of Mr. Letulle the replaced notary

The year one thousand nine hundred and forty, the twenty-second of April

And read and certified by the Notary,

The signatures follow

Written and registered in Paris, fifth Notary, the twenty-third April, one thousand nine hundred and forty, volume 698A folio 66 case 5

Received; Thirty-five francs

Signed: R. FALLIN

The year one thousand nine hundred and forty the twenty-third April

This document has been collated, sealed,

signed and delivered by Mr. Francois Burthe Notary of Paris, clerk, in accordance with the order of the President of the Civil Tribunal of the Seine, dated the eleventh September, one thousand nine hundred and thirty nine, to take the place in the exercise of his office, of Mr. Robert Letulle, his colleague, also Notary of Paris, called to the Army, and approved by resolution of the said Tribunal on the same date

(Sg.) BURTHE

(Bearing all the stamps and authorisations from both French and British authorities, needed to legalise the Power of Attorney)

ES COPIA

No. 2

74

CONTINENTAL TRANSIT CO., LIMITED.
Steamship Owners

Colum Buildings,
Mount Stuart Square
CARDIFF

May 1st. 1940

Manuel de Irujo, Esq.,
The Basque Delegation,
14, Eccleston Square,
London.

Dear Sir,

Following the conversation you had with our Mr. Ortuzar, we are pleased to inform you that the General Meeting of the Continental Transit Co. Ltd., will be held at 3.30 p.m. on Tuesday May 7th. 1940, at The Dorchester Hotel.

For your private information, we beg to inform you that the amount of cash in the Bank today is £26,000. The difference between this amount, and the amount on the 31st. December 1939, is - advances to Dr. Ziaurriz, and other expenses for the ships, sach as Insurances which have been paid lately, and which cover three months to come, Taxes, etc.

For your information, the purchase price of the s,s. "Transeas" was £15.500, and the s.s. "Emerald-Wings - £13.000.

Should you require any further explanations, We shall be only too pleased to give them.

Yours taithfully,

For & on behalf of
The Conrinental Transit Co. Ltd.M.M.
D. L. Firmado,
D. L. Roberts

COPY

N. 3

75

CONTINENTAL TRANSIT COMPANY LIMITED

Colum Buildings,
Mount Stuart Square,
CARDIFF

DLR/JL

May 10th. 1940

Manuel de Irujo, Esq.,
The Basque Delegation,
14, Eccleston Square,
LONDON. S.W.1

Dear Sir,

We thank you for your letter of the 9th. instant enclosing a copy of the Poer of Attorney authorising you to act for Mr. Doroteo de Ziaurriz, with regard to his shareholding in this Company.

We have been in communication with our Directors regarding your request for a loan of £7.000, pending the reduction of the capital of this Company, and they are agreeable to make this loan under the circumstances.

We therefore have pleasure in enclosing herewith, cheque for £7.000 receipt of which we shall be glad if you will acknowledge.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.,

D. L. Roberts
Secretary.

COPY

No. 4

Manuel de Irujo,
14, Eccleston Square,
London, S.W.1

76

14th. May, 1940

D.L. Roberts, Esq.,
Continental Transit Co. Ltd.,
Colum Buildings,
Mount Stuart Square,
CARDIFF

Dear Sir,

I beg to acknowledge receipt of your letter of the 10th. May enclosing cheque for £7.000 on behalf of Sr. Ziaurritz.

Mr. Lizaso has handed me your other letter of the 11th., addressed to him, enclosing a certificate of the cash balance on the day of the meeting, in accordance with my request to Mr. Ortuzar.

I have also asked him to forward me an extract from the Cash Account, from the beginning of this year to the date of the meeting, in order to know the items by which the cash balance, in the balance sheet, plus the amount of the credits received since then, has been reduced to the figure stated in your certificate. I should be much obliged if you would send me this, as it had not come to hand before I received your letter.

I should also be glad to know the text of the dispositions relating to the sale of ships and the difficulties encountered, about which Sres. Ortuzar and Aqueche have spoken to me.

Yours faithfully,

Manuel de Irujo

ES COPIA

No.5

77

CONTINENTAL TRANSIT CO., LIMITED.
Steamship owners.

Column Buildings,
Mount Stuart Square
CARDIFF

June 11th 1940

DLR/JL.

M. de Irujo, Esq.,
c/o The Basque Delegation
14, Eccleston Square,
London S.W.1.

Dear Sir,

As it will be necessary to sight the Power of Attorney which you are holding for Doroteo de Ziaurriz, in connection with the reduction of the capital of this Company, we should be glad if you would forward this on to us, so that we may produce it to our Solicitors.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.
Firmado
D. L. Roberts - Secretary

COPY

No. 6

78

CONTINENTAL TRANSIT COMPANY LIMITED

Colum Buildings,
Mount Stuart Square,
CARDIFF

DLR/JL.

July 9th. 1940

Mr. de Irujo, Esq.,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square,
London, S.W.1

Dear Sir,

We thank you for your favour of yesterday, with regard to the Power of Attorney which you sent us in connection with Sr. Ziaurriz.

We have now secured the return of this document from our Solicitors, who state that it appears to be in order, and whilst they have no immediate use for the Power of Attorney, it may be necessary for you to produce it at a later date.

Meantime, we are returning the Power of Attorney herewith, and we shall be glad if you will acknowledge receipt.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.,

David Roberts.

D.L.Roberts.

COPY

N.7

CONTINENTAL TRANSIT COMPANY LIMITED

79

Colum Buildings,
Mount Stuart Square,
CARDIFF

January 24th. 1941

DLR/JL

Manuel de Irujo, Esq.,
7/8, Hobart Place,
Eaton Square,
London, S.W.1

Dear Sir,

A Meeting of this Company has been convened for the 18th. proximo, for the purpose of passing a Resolution for voluntary winding up, and as a metter of courtesy and without recognizing any right on your part to receive notice of the Meeting, we enclose copy of the Notice for your information.

As Dr. Ziaurriz has no registered address in the United Kingdom, a Notice of the Meeting is being posted up in the Registered Office of the Company, and under its Articles of Association, the Notice will be deemed to be duly served on Dr. Ziaurriz at the expiration of 24 hours after it is so posted.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.,

D.L. Roberts. Secretary

N.8

COPY

CONTINENTAL TRANSIT COMPANY LIMITED

80

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the members of the above-named Company will be held at the Registered Office of the Company, Colum Buildings, Mount Stuart Square, Cardiff on Tuesday, the 18th. day of February 1941 at 11-30 o'clock in the forenoon for the purpose of considering and if deemed expedient, passing as a SPECIAL RESOLUTION the Resolution following, that is to say:

"That the Company be wound up voluntarily and that "Frank Harold Bennett, of 28, Lewes Road, Friern "Barnet, London N. 12. Chartered Accountant, be and "he is hereby appointed Liquidator for the purposes "of such winding up".

Dated this 24th. day of January 1941

BY ORDER OF THE BOARD

(Signed) David Roberts

Secretary

COPY

No. 9

MINUTES OF THE SECOND ANNUAL GENERAL MEETING OF THE SHAREHOLDERS OF THE CONTINENTAL TRANSIT COMPANY LIMITED, HELD AT THE DORCHESTER HOTEL, LONDON at 3.30 p.m. TUESDAY MAY 7TH, 1940

81

Present: Mr. Leuis de Ortuzar Director (in the chair)
Mr. Manuel de Irujo, proxy of Mr. Doroteo de Ziaurriz
Mr. C.H. Morgan. Director.

In attendance: Mr. F.H. Bennett, Auditor
Mr. David Roberts, Secretary.

The Notice convening the meeting was approved.

The Minutes or the First Annual General Meeting, held on Tuesday, April 25th, 1939, at 12 noon, were read and confirmed

The Auditor's report on the Accounts for the period 1st January 1939 to 31st December 1939 were read.

The Directors' report covering the period of trading January 1st 1939 to December 31st 1939 was given by the Chairman.

The Accounts for the period ended the 31st December 1939, as presented, were approved and adopted, subject to Mr. Morgan's request that the amount of the loans to each Shareholder and Director, should be shown separately in the Balance Sheet.

It was proposed by Mr. C.H. Morgan and seconded by Mr. Manuel de Irujo that the Directors fees for the ensuing period, should be left in abeyance, owing to the absence of Mr. D.P. Barnett, through illness.

It was proposed by Mr. L. de Ortuzar, and seconded by Mr. C.H. Morgan that the Secretary's salary for the year 1940 should remain as at present.

It was proposed by Mr. Manuel de Irujo and seconded by Mr. Luis de Ortuzar, that the Auditor's fee should be £75. for the period January 1st 1939 to December 31st 1939.

It was proposed by Mr. Manuel de Irujo and seconded by Mr. Luis de Ortuzar, that the present Directors: Mr. D.P. Barnett, Mr. C.H. Morgan, Mr. Luis de Ortuzar, be re-elected, and that the latter should be Managing Director.

It was proposed by Mr. L. de Ortuzar, and seconded by Mr. C.H. Morgan that Messrs. F.H. Bennett & Co. Chartered Accountants

be and are hereby re-elected Auditors of the Company for the ensuing period 1940, at a fee of £75 per annum.

The question of the future of the Continental Transit Company Limited was discussed, and suggestions were made to reduce the capital of the Company, or to put the Company into liquidation. It was unanimously decided to adopt the latter course, immediately financial settlement had been made with the Ministry of Shipping re:- the sale to them of the s.s. "Transeas", and the s.s. "Emerald Wings".

The Secretary was instructed to carry out these instructions diligently.

In view of the letter received from the Continental Transit Company, it would be advisable to consider the following possibilities.

Either they are proceeding to liquidate in good faith and without reservation, and the style of the letter is formulary, in order by some means to maintain their previous position; or they are attempting the liquidation, with an agreement reached prior to the meeting, by which they will obtain the right to appoint the liquidator and other benefits or conditions; or they intend to proceed to voluntary liquidation, planning to raise some question at the meeting to prevent it and to take the matter to Court.

Ortuzar has already stated verbally, and repeated by letter, that he is going to liquidate, as a guarantee for the Directors, in view of the charges which have been made against them.

The reserve made at the beginning of the letter, taken in conjunction with the attitude already adopted earlier, makes it advisable to study possible opposition to the holder of the Power and to his powers, and to take every precaution.

- 1 -

Mr. Irujo holds a Power of Attorney granted by Sr. Ziauritz in Paris, on the 22nd April 1940 (Document No. 1.)

As such he was called to the earlier meetings on

7th May 1940, by an official letter from the Company, dated 1st May, 1940 (Document No. 2).

In this capacity he attended the last meetings, Ordinary and Extraordinary, for the reduction of the capital of the Company, held on the 7th May 1940.

As proxy for Sr. Ziauritz, he received £7,000, enclosed in a letter from the Company dated 10th May, 1940 (Document No. 3), which he acknowledged by letter on 14th May, 1940 (Document No. 4).

In this connection, the Company asked to see the Power of Attorney on 11th June 1940, in order to take proceedings for the reduction of capital (Document No. 5).

On the 9th July 1940, the Company agreed that the Power was valid, and returned it to Mr. Irujo (Document No. 6).

On the 24th January, 1941, Mr. Irujo received a letter from the Company announcing the Extraordinary General Meeting convened to dissolve and liquidate the Company (Document No. 7), and enclosing a formal notice of the meeting (Document No. 8).

Messrs. Gilbert Robinson & Co. Solicitors to the Company, state that the text of the only minute by which the resolutions of the two earlier meetings, held on 7th May 1940, were recorded, reads as follows: (Document No. 9)

(Mr. Irujo had not a copy of this document)

When the substantial deficiencies of this text were pointed out, the lawyers themselves stated in their letter of the 18th September 1940 that it should have been as follows:

"The question of the future of the Continental
"Transit Company Limited was discussed and sugges-
"tions were made to reduce the capital of the
"Company and/or to put the Company into liquidation.
"It was unanimously decided to adopt the latter
"course immediately financial settlement had been
"made with the Ministry of Ship ing re the sale to
"them of s.s. "TRANSEAS" and immediately the
"s.s. "EMERALD WINGS" had been disposed of."

Taking into account these particulars it would be possible to instruct a Notary to make an official record of the following items:

(a) Copy of the formal notice to Sr. Ziauritz, mentioned in the letter of 24th January, 1941, and copy of this letter (Documents No. 7 and 8).

(b) Original of the letter dated 1st May, 1940 (Document No. 2).

(c) Entry in the Day Book and the Ledger referring to the payment of £7,000 mentioned in document No. 3, and original of the letter concerned.

(d) Original of document No. 5 and of the application for reduction of capital to which that letter refers.

(e) Original of document No. 6.

(f) Originals of documents No. 7 and 8.

(g) The text of the Minutes of the meetings dated 7th May 1940, with the signatures approving them.

(h) The cash balance to date, the Bank or Banks in which it is deposited, the holder of the respective accounts, and payments which appear in the books since the last Meeting.

(i) The contract between the Continental Transit Company and the Management and Shipping Company, the date, and the balance resulting from its liquidation.

- II -

Mr. Irujo does not understand English. Would it be possible for him to take an interpreter? What formalities must be complied with so that his powers may not be questioned at the Meeting?

- III -

Can he take with him to the General Meeting a Notary, an accountant, a lawyer, or all three, in order that they may take a record of the points in which Mr. Irujo is interested?

What formalities must be complied with to avoid discussion regarding the motive for the above?

- IV -

Can Mr. Irujo, either because he does not know English, through illness, or for any other reason, be represented by another person, for the purpose of attending the Meeting?

Is such representation possible by an act made before a notary, or in other legal form, which would not give rise to discussion?

- V -

Do the Articles of Association allow a prior examination of the books by a chartered accountant?

How can such an arrangement be made?

- VI -

Examination of the Power. It should be ascertained whether, since it was granted in France - before France became enemy territory - there is any disposition under which its validity can be questioned; or whether there is any formality of registration, translation, etc. which would prevent opposition being raised.

- VII -

Is it usual, in the notification of meetings, to give the name of the proposed liquidator?

The man proposed is without reputation, very ill and frequently drunk, who is serving as a screen for Mr. Ortuzar.

- VIII -

Can the meeting be held without the attendance of Mr. Irujo?

- IX -

Is it possible to be paid the amount of the shares of Sr. Ziauritz, without having the security of the shares, but only a certificate from the official Registrar?

- X -

It should be considered whether it would not be better to take the step of placing the matter directly, ourselves, before the Trading with the Enemy Branch, thus solving this point before it can be referred to by the Continental Transit Company.

COPY

83

CONTINENTAL TRANSIT COMPANY LIMITED

Colum Buildings,
Mount Stuart Square,
CARDIFF

May 1st. 1940

Manuel de Irujo, Esq.,
The Basque Delegation,
14, Eccleston Square,
London, S.W.1

Dear Sir,

Following the conversation you had with our Mr. Ortuzar, we are pleased to inform you that the General Meeting of the Continental Transit Co. Ltd., will be held at 3.30 p.m. on Tuesday May 7th. 1940, at The Dorchester Hotel.

For your private information, we beg to inform you that the amount of cash in the Bank to-day is £26.000. The difference between this amount, and the amount on the 31st. December 1939, is - advances to Dr. Ziaurriz, and other expenses for the ships, such as Insurances which have been paid lately, and which cover three months to come, Taxes, etc.

For your information, the purchase price of the s.s. "Transeas" was £15.500, and the s.s. "Esmerald Wings" - £13.000.

Should you require any further explanations, we shall be only too pleased to give them.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.

D.L. Roberts

COPY

CONTINENTAL TRENSIT COMPANY LIMITED

84

Colum Buildings,
Mount Stuarte Square,
CERDIFF

May 10th 1940

Manuel de Irujo Esq.
The Basque Delegation
14, Eccleston Sq.
London S.W.1.

Dear Sir,

We thank you for your letter of the 9th, instant enclosing a copy of the Power of Attorney authorising you to act for Mr. Doroteo de Ziaurriz, with regard to his shareholding in this Company

We have been in communication with our Directors regarding your request for a loan of £7.000, pending the recutacion of the capital of this Company, and they are agreeable to make this loan under circumstances.

We therrefore have pleasure in enclosing herewith, cheque for £7.000 receint of which we shall be glad if you will acknowledge.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.,

D.L. Roberts.
Secretary

COPY

85

Manuel de Irujo
14, Eccleston Sq.
London S. W. 1.

14th May, 1940

D. L. Roberts, Qsq.,
Contiental Transit Co. Ltd.,
Colum Buildings,
Moun Stuart Sq.
CARDIFF

Dear Sir,

I beg to acknowledge receipt of your letter of the 10th. May enclosing cheque for £7.000 on behalf of Sr. Ziaurriz.

Mr. Lizaso han handed me your other letter of the 11th. addressed to him, enclosing a certificate of the cash balance on the day of the meeting, in accordance with my request to Mr. Ortuzar.

I have also asked him to forward me an extract from the Cash Account, from the beginning of this year to the date of the meeting, in order to know the items by which the cash balance, in the balance sheet, plus the amount of the credits received since then, has been reduced to the figure stated in your certificate. I should be much obliged if you would send me this, as it had not come to hand before I received your letter.

I should also be glad to know the text of the dispositions relating to the sale of ships and the difficulties encountered, about which Sres. Ortuzar and Aqueche have spoken to me.

Yours faithfully,

Manuel de Irujo

COPY

CONTINENTAL TRANSIT COMPANY LIMITED

Colum Buildings,
Mount Stuart Square,
CARDIFF

June 11th. 1940

Manuel de Irujo, Esq.,
The Basque Delegation,
14, Eccleston Square,
LONDON, S.W.1

Dear Sir,

As it will be necessary to sight the Power of Attorney which you are holding for Doroteo de Ziaurriz, in connection with the reduction of the capital of this Company, we should be glad if you would forward this on to us, so that we may produce it to our Solicitors.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.

D.L. Roberts, Secretary

COPY

87

CONTINENTAL TRANSIT COMPANY LIMITED

Colum Buildings,
Mount Stuart Square,
CARDIFF

July 9th. 1940

M. de Irujo, Esq.,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square,
London, S.W.1

Dear Sir,

We thank you for your favour of yesterday, with regard to the Power of Attorney which you sent us in connection with Sr. Ziaurriz.

We have now secured the return of this document from our Solicitors, who state that it appears to be in order, and whilst they have no immediate use for the Power of Attorney, it may be necessary for you to produce it at a later date.

Meantime, we are returning the Power of Attorney herewith, and we shall be glad if you will acknowledge receipt.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.,

David Roberts.

COPY

CONTINENTAL TRANSIT COMPANY LIMITED

Colum Buildings
Mount Stuart Square,
CARDIFF

January 24th. 1941.

Manuel de Irujo, Esq.,
7/8, Hobart Place,
Eaton Square,
London, S.W.1

Dear Sir,

A Meeting of this Comapny has been convened for the 18th. proximo, for the purpose of passing a Resolution for voluntary winding up, and as a matter of courtesy and with recognising any right on your part to receive notice of the Meeting, we enclose copy of the Notice for your information.

As Dr. Ziaurriz has no registered address in the United Kingdom, a Notice of the Meeting is being posted up in the Registered Office of the Company, and under its Articles of Association, the Notice will be deemed to be duly served on Dr. Ziaurriz at the expiration of 24 hours after it is so posted.

Yours faithfully,

For and on behalf of
The Continental Transit Co. Ltd.,

D.L. Roberts. Secretary.

COPY

CONTINENTAL TRANSIT COMPANY LIMITED.

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the members of the above-named Company will be held at the Registered Office of the Company, Colum Buildings, Mount Stuart Square, Cardiff on Tuesday, the 18th. day of February 1941 at 11-30 o'clock in the forenoon for the purpose of considering and if deemed expedient, passing as a SPECIAL RESOLUTION the Resolution following, that is to say:

"That the Company be wound up voluntarily and that "Frank Harold Bennett, of 26, Lewes Road, Friern "Barnet, London N. 12. Chartered Accountant, be and "he is hereby appointed Liquidator for the purposes "of such winding up".

Dated this 24th. day of January 1941

BY ORDER OF THE BOARD

(Signed) David Roberts

Secretary

COPY

90

MINUTES OF THE SECOND ANNUAL GENERAL MEETING OF THE SHAREHOLDERS OF THE CONTINENTAL TRANSIT COMPANY LIMITED, HELD AT THE DORCHESTER HOTEL, LONDON at 3.30 p.m. TUESDAY MAY 7TH, 1940

Present: Mr. Louis de Ortuzar Director (in the chair)
Mr. Manuel de Irujo, proxy of Mr. Doroteo de Ziaurriz
Mr. C.H. Morgan. Director.

In attendance: Mr. F.H. Bennett, Auditor
Mr. David Roberts, Secretary.

The Notice convening the meeting was approved.

The Minutes or the First Annual General Meeting, held on Tuesday, April 25th, 1939, at 12 noon, were read and confirmed

The Auditor's report on the Accounts for the period 1st January 1939 to 31st December 1939 were read.

The Directors' report covering the period of trading January 1st 1939 to December 31st 1939 was given by the Chairman.

The Accounts for the period ended the 31st December 1939, as presented, were approved and adopted, subject to Mr. Morgan's request that the amount of the loans to each Shareholder and Director, should be shown separately in the Balance Sheet.

It was proposed by Mr. C.H. Morgan and seconded by Mr. Manuel de Irujo that the Directors fees for the ensuing period, should be left in abeyance, owing to the absence of Mr. D.P. Barnett, through illness.

It was proposed by Mr. L. de Ortuzar, and seconded by Mr. C.H. Morgan that the Secretary's salary for the year 1940 should remain as at present.

It was proposed by Mr. Manuel de Irujo and seconded by Mr. Luis de Ortuzar, that the Auditor's fee should be £75. for the period January 1st 1939 to December 31st 1939.

It was proposed by Mr. Manuel de Irujo and seconded by Mr. Luis de Ortuzar, that the present Directors: Mr. D.P. Barnett, Mr. C.H. Morgan, Mr. Luis de Ortuzar, be re-elected, and that the latter should be Managing Director.

It was proposed by Mr. L. de Ortuzar, and seconded by Mr. C.H. Morgan that Messrs. F.H. Bennett & Co. Chartered Accountants

be and are hereby re-elected Auditors of the Company for the ensuingperiod 1940, at a fee of £75 per annum.

The question of the future of the Continental Transit Company Limited was discussed, and suggestions were made to reduce the capital of the Company, or to put the Company into liquidation. It was unanimously decided to adopt the latter course, immediately financial settlement had been made with the Ministry of Shipping re:- the sale to them of the s.s. "Transeas", and the s.s. "Emerald Wings".

The Secretary was instructed to carry out these instructions diligently.

a1

In view of the letter received from the Continental Transit Company, it would be advisable to consider the following possibilities.

Either they are proceeding to liquidate in good faith and without reservation, and the style of the letter is formulary, in order by some means to maintain their previous position; or they are attempting the liquidation, with an agreement reached prior to the meeting, by which they will obtain the right to appoint the liquidator and other benefits or conditions; or they intend to proceed to voluntary liquidation, planning to raise some question at the meeting to prevent it and to take the matter to Court.

Ortuzar has already stated verbally, and repeated by letter, that he is going to liquidate, as a guarantee for the Directors, in view of the charges which have been made against them.

The reserve made at the beginning of the letter, taken in conjunction with the attitude already adopted earlier, makes it advisable to study possible opposition to the holder of the Power and to his powers, and to take every precaution.

- 1 -

Mr. Irujo holds a Power of Attorney granted by Sr. Ziauritz in Paris, on the 22nd April 1940 (Document No. 1.)

As such he was called to the earlier meetings on

7th May 1940, by an official letter from the Company, dated 1st May, 1940 (Document No. 2).

In this capacity he attended the last meetings, Ordinary and Extraordinary, for the reduction of the capital of the Company, held on the 7th May 1940.

As proxy for Sr. Ziauritz, he received £7,000, enclosed in a letter from the Company dated 10th May, 1940 (Document No. 3), which he acknowledged by letter on 14th May, 1940 (Document No. 4).

In this connection, the Company asked to see the Power of Attorney on 11th June 1940, in order to take proceedings for the reduction of capital (Document No. 5).

On the 9th July 1940, the Company agreed that the Power was valid, and returned it to Mr. Irujo (Document No. 6).

On the 24th January, 1941, Mr. Irujo received a letter from the Company announcing the Extraordinary General Meeting convened to dissolve and liquidate the Company (Document No. 7), and enclosing a formal notice of the meeting (Document No. 8).

Messrs. Gilbert Robinson & Co. Solicitors to the Company, state that the text of the only minute by which the resolutions of the two earlier meetings, held on 7th May 1940, were recorded, reads as follows: (Document No. 9)

(Mr. Irujo had not a copy of this document)

When the substantial deficiencies of this text were pointed out, the lawyers themselves stated in their letter of the 18th September 1940 that it should have been as follows:

"The question of the future of the Continental
"Transit Company Limited was discussed and sugges-
"tions were made to reduce the capital of the
"Company and/or to put the Company into liquidation.
"It was unanimously decided to adopt the latter
"course immediately financial settlement had been
"made with the Ministry of Ship ing re the sale to
"them of s.s. "TRANSEAS" and immediately the
"s.s. "EMERALD WINGS" had been disposed of."

Taking into account these particulars it would be possible to instruct a Notary to make an official record of the following items:

(a) Copy of the formal notice to Sr. Ziauritz, mentioned in the letter of 24th January, 1941, and copy of this letter (Documents No. 7 and 8).

(b) Original of the letter dated 1st May, 1940 (Document No. 2).

(c) Entry in the Day Book and the Ledger referring to the payment of £7,000 mentioned in document No. 3, and original of the letter concerned.

(d) Original of document No. 5 and of the application for reduction of capital to which that letter refers.

(e) Original of document No. 6.

(f) Originals of documents No. 7 and 8.

(g) The text of the Minutes of the meetings dated 7th May 1940, with the signatures approving them.

(h) The cash balance to date, the Bank or Banks in which it is deposited, the holder of the respective accounts, and payments which appear in the books since the last Meeting.

(i) The contract between the Continental Transit Company and the Management and Shipping Company, the date, and the balance resulting from its liquidation.

- II -

Mr. Irujo does not understand English. Would it be possible for him to take an interpreter? What formalities must be complied with so that his powers may not be questioned at the Meeting?

- III -

Can he take with him to the General Meeting a Notary, an accountant, a lawyer, or all three, in order that they may take a record of the points in which Mr. Irujo is interested?

What formalities must be complied with to avoid discussion regarding the motive for the above?

- IV -

Can Mr. Irujo, either because he does not know English, through illness, or for any other reason, be represented by another person, for the purpose of attending the Meeting?

Is such representation possible by an act made before a notary, or in other legal form, which would not give rise to discussion?

- V -

Do the Articles of Association allow a prior examination of the books by a chartered accountant?

How can such an arrangement be made?

- VI -

Examination of the Power. It should be ascertained whether, since it was granted in France - before France became enemy territory - there is any disposition under which its validity can be questioned; or whether there is any formality of registration, translation, etc. which would prevent opposition being raised.

- VII -

Is it usual, in the notification of meetings, to give the name of the proposed liquidator?

The man proposed is without reputation, very ill and frequently drunk, who is serving as a screen for Mr. Ortuzar.

- VIII -

Can the meeting be held without the attendance of Mr. Irujo?

- IX -

Is it possible to be paid the amount of the shares of Sr. Ziauritz, without having the security of the shares, but only a certificate from the official Registrar?

- X -

It should be considered whether it would not be better to take the step of placing the matter directly, ourselves, before the Trading with the Enemy Branch, thus solving this point before it can be referred to by the Continental Transit Company.

COPY

92

CONTINENTAL TRANSIT COMPANY LIMITED

Colum Buildings,
Mount Stuart Square,
CARDIFF

May 1st. 1940

Manuel de Irujo, Esq.,
The Basque Delegation,
14, Eccleston Square,
London, S.W.1

Dear Sir,

Following the conversation you had with our Mr. Ortuzar, we are pleased to inform you that the General Meeting of the Continental Transit Co. Ltd., will be held at 3.30 p.m. on Tuesday May 7th. 1940, at The Dorchester Hotel.

For your private information, we beg to inform you that the amount of cash in the Bank to-day is £26.000. The difference between this amount, and the amount on the 31st. December 1939, is - advances to Dr. Ziaurriz, and other expenses for the ships, such as Insurances which have been paid lately, and which cover three months to come, Taxes, etc.

For your information, the purchase price of the s.s. "Transeas" was £15.500, and the s.s. "Esmerald Wings" - £13.000.

Should you require any further explanations, we shall be only too pleased to give them.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.

D.L. Roberts

COPY

93

CONTINENTAL TRANSIT COMPANY LIMITED

Colum Buildings,
Mount Stuart Square,
CARDIFF

May 10th. 1940

Manuel de Irujo, Esq.,
The Basque Delegation,
14, Eccleston Square,
London, S.W.1

Dear Sir,

We thank you for your letter of the 9th. instant enclosing a copy of the Power of Attorney authorising you to act for Mr. Doroteo de Ziaurriz, with regard to his shareholding in this Company.

We have been in communication with our Directors regarding your request for a loan of £7.000, pending the recution of the capital of this Company, and they are agreeable to make this loan under the circumstances.

We therefore have pleasure in enclosing herewith, cheque for £7.000 receipt of which we shall be glad if you will acknowledge.

Yours faithfully,

For & on behalf of
The Continenta Transit Col Ltd.,

D.L. Roberts.
Secretary

COPY

Manuel de Irujo,
14, Eccleston Square,
London, S.W.1

94

14th. May, 1940

D.L. Roberts, Esq.,
Continental Transit Co. Ltd.,
Colum Buildings,
Mount Stuart Square,
CARDIFF

Dear Sir,

I beg to acknowledge receipt of your letter of the 10th. May enclosing cheque for £7.000 on behalf of Sr. Ziaurritz.

Mr. Lizaso has handed me your other letter of the 11th. addressed to him, enclosing a certificate of the cash balance on the day of the meeting, in accordance with my request to Mr. Ortuzar.

I have also asked him to forward me an extract from the Cash Account, from the beginning of this year to the date of the meeting, in order to know the items by which the cash balance, in the balance sheet, plus the amount of the credits received since then, has been reduced to the figure stated in your certificate. I should be much obliged if you would send me this, as it had not come to hand before I received your letter.

I should also be glad to know the text ofthe dispositions relating to the sale of ships and the difficulties encountered, about which Sres. Ortuzar and Aqueche have spoken to me.

Yours faithfully,

Manuel de Irujo

COPY

95

CONTINENTAL TRANSIT COMPANY LIMITED

Colum Buildings,
Mount Stuart Square,
CARDIFF

June 11th. 1940

Manuel de Irujo, Esq.,
The Basque Delegation,
14, Eccleston Square,
LONDON, S.W.1

Dear Sir,

As it will be necessary to sight the Power of Attorney which you are holding for Doroteo de Ziaurriz, in connection with the reduction of the capital of this Company, we should be glad if you would forward this on to us, so that we may produce it to our Solicitors.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.

D.L. Roberts, Secretary

COPY

96

CONTINENTAL TRANSIT COMPANY LIMITED

Colum Buildings,
Mount Stuart Square,
CARDIFF

July 9th. 1940

M. de Irujo, Esq.,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square,
London, S.W.1

Dear Sir,

We thank you for your favour of yesterday, with regard to the Power of Attorney which you sent us in connection with Sr. Ziaurriz.

We have now secured the return of this document from our Solicitors, who state that it appears to be in order, and whilst they have no immediate use for the Power of Attorney, it may be necessary for you to produce it at a later date.

Meantime, we are returning the Power of Attorney herewith, and we shall be glad if you will acknowledge receipt.

Yours faithfully,

For & on behalf of
The Continental Transit Co. Ltd.,

David Roberts.

COPY

97

CONTINENTAL TRANSIT COMPANY LIMITED

Colum Buildings
Mount Stuart Square,
CARDIFF

January 24th. 1941.

Manuel de Irujo, Esq.,
7/8, Hobart Place,
Eaton Square,
London, S.W.1

Dear Sir,

A Meeting of this Comapny has been convened for the 18th. proximo, for the purpose of passing a Resolution for voluntary winding up, and as a matter of courtesy and with recognising any right on your part to receive notice of the Meeting, we enclose copy of the Notice for your information.

As Dr. Ziaurriz has no registered address in the United Kingdom, a Notice of the Meeting is being posted up in the Registered Office of the Company, and under its Articles of Association, the Notice will be deemed to be duly served on Dr. Ziaurriz at the expiration of 24 hours after it is so posted.

Yours faithfully,

For and on behalf of
The Continental Transit Co. Ltd.,

D.L. Roberts. Secretary.

COPY

98

CONTINENTAL TRANSIT COMPANY LIMITED.

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the members of the above-named Company will be held at the Registered Office of the Company, Colum Buildings, Mount Stuart Square, Cardiff on Tuesday, the 18th. day of February 1941 at 11-30 o'clock in the forenoon for the purpose of considering and if deemed expedient, passing as a SPECIAL RESOLUTION the Resolution following, that is to say:

"That the Company be wound up voluntarily and that "Frank Harold Bennett, of 28, Lewes Road, Friern "Barnet, London N. 12. Chartered Accountant, be and "he is hereby appointed Liquidator for the purposes "of such winding up".

Dated this 24th. day of January 1941

BY ORDER OF THE BOARD

(Signed) David Roberts

Secretary

COPY

No. 9 aa

MINUTES OF THE SECOND ANNUAL GENERAL MEETING OF THE SHAREHOLDERS OF THE CONTINENTAL TRANSIT COMPANY LIMITED, HELD AT THE DORCHESTER HOTEL, LONDON at 3.30 p.m. TUESDAY MAY 7TH, 1940

Present: Mr. Leuis de Ortuzar Director (in the chair)
Mr. Manuel de Irujo, proxy of Mr. Doroteo de Ziaurriz
Mr. C.H. Morgan. Director.

In attendance: Mr. F.H. Bennett, Auditor
Mr. David Roberts, Secretary.

The Notice convening the meeting was approved.

The Minutes or the First Annual General Meeting, held on Tuesday, April 25th, 1939, at 12 noon, were read and confirmed

The Auditor's report on the Accounts for the period 1st January 1939 to 31st December 1939 were read.

The Directors' report covering the period of trading January 1st 1939 to December 31st 1939 was given by the Chairman.

The Accounts for the period ended the 31st December 1939, as presented, were approved and adopted, subject to Mr. Morgan's request that the amount of the loans to each Shareholder and Director, should be shown separately in the Balance Sheet.

It was proposed by Mr. C.H. Morgan and seconded by Mr. Manuel de Irujo that the Directors fees for the ensuing period, should be left in abeyance, owing to the absence of Mr. D.P. Barnett, through illness.

It was proposed by Mr. L. de Ortuzar, and seconded by Mr. C.H. Morgan that the Secretary's salary for the year 1940 should remain as at present.

It was proposed by Mr. Manuel de Irujo and seconded by Mr. Luis de Ortuzar, that the Auditor's fee should be £75. for the period January 1st 1939 to December 31st 1939.

It was proposed by Mr. Manuel de Irujo and seconded by Mr. Luis de Ortuzar, that the present Directors: Mr. D.P. Barnett, Mr. C.H. Morgan, Mr. Luis de Ortuzar, be re-elected, and that the latter should be Managing Director.

It was proposed by Mr. L. de Ortuzar, and seconded by Mr. C.H. Morgan that Messrs. F.H. Bennett & Co. Chartered Accountants

be and are hereby re-elected Auditors of the Company for the ensuingperiod 1940, at a fee of £75 per annum.

The question of the future of the Continental Transit Company Limited was discussed, and suggestions were made to reduce the capital of the Company, or to put the Company into liquidation. It was unanimously decided to adopt the latter course, immediately financial settlement had been made with the Ministry of Shipping re:- the sale to them of the s.s. "Transeas", and the s.s. "Emerald Wings".

The Secretary was instructed to carry out these instructions diligently.

COPY

No 9
100

MINUTES OF THE SECOND ANNUAL GENERAL MEETING OF THE SHAREHOLDERS OF THE CONTINENTAL TRANSIT COMPANY LIMITED, HELD AT THE DORCHESTER HOTEL, LONDON at 3.30 p.m. TUESDAY MAY 7TH, 1940

Present: Mr. Leuis de Ortuzar Director (in the chair)
Mr. Manuel de Irujo, proxy of Mr. Doroteo de Zisurriz
Mr. C.H. Morgan. Director.

In attendance: Mr. F.H. Bennett, Auditor
Mr. David Roberts, Secretary.

The Notice convening the meeting was approved.

The Minutes or the First Annual General Meeting, held on Tuesday, April 25th, 1939, at 12 noon, were read and confirmed

The Auditor's report on the Accounts for the period 1st January 1939 to 31st December 1939 were read.

The Directors' report covering the period of trading January 1st 1939 to December 31st 1939 was given by the Chairman.

The Accounts for the period ended the 31st December 1939, as presented, were approved and adopted, subject to Mr. Morgan's request that the amount of the loans to each Shareholder and Director, should be shown separately in the Balance Sheet.

It was proposed by Mr. C.H. Morgan and seconded by Mr. Manuel de Irujo that the Directors fees for the ensuing period, should be left in abeyance, owing to the absence of Mr. D.P. Barnett, through illness.

It was proposed by Mr. L. de Ortuzar, and seconded by Mr. C.H. Morgan that the Secretary's salary for the year 1940 should remain as at present.

It was proposed by Mr. Manuel de Irujo and seconded by Mr. Luis de Ortuzar, that the Auditor's fee should be £75. for the period January 1st 1939 to December 31st 1939.

It was proposed by Mr. Manuel de Irujo and seconded by Mr. Luis de Ortuzar, that the present Directors: Mr. D.P. Barnett, Mr. C.H. Morgan, Mr. Luis de Ortuzar, be re-elected, and that the latter should be Managing Director.

It was proposed by Mr. L. de Ortuzar, and seconded by Mr. C.H. Morgan that Messrs. F.H. Bennett & Co. Chartered Accountants

be and are hereby re-elected Auditors of the Company for the ensuing period 1940, at a fee of £75 per annum.

The question of the future of the Continental Transit Company Limited was discussed, and suggestions were made to reduce the capital of the Company, or to put the Company into liquidation. It was unanimously decided to adopt the latter course, immediately financial settlement had been made with the Ministry of Shipping re:- the sale to them of the s.s. "Transeas", and the s.s. "Emerald Wings".

The Secretary was instructed to carry out these instructions diligently.

Barrado
no se acepto

101

We hereby certify ----------

THAT Doctor Doroteo de Ziaurriz, of 63, Rue des Galons, Meudon (S. et O.) France, has been a partner in this Company, since its formation on March 17th. 1938 and holds £50.000 worth of Capital. --------

THAT at the meeting held in the year 1939, to approve the report and accounts for the year ending 31st. December 1938, it was resolved that the cash balance of the immobilized capital of the partners, not then necessary for the operation of the Company, should be paid out to the partners.----------

THAT at the meeting held on the 7th. May 1940 this resolution was approved and it was agreed that the cash balance should be reduced to £5.000, and that a reduction in the Capital of the Company should be made, in the form laid down by the legal dispositions now in force. ----------

THAT in accordance with these resolutions, and from the funds belonging to the Capital which Dr. Ziaurriz brought to the Company on the 17th. May 1938, the sum of £7.000 was paid out to him on the 10th. May 1940 on account of the amount due to him when the resolution regarding the reduction of Capital is carried out. -----

Borrador
no se aceptó

El que suscribe, Director de la Compañia Continental....

CERTIFICO: 102

Que Don Doroteo Ziaurritz con domicilio en Meudon, (France) ~~3, rue des Galons,~~ es participe en la compañía en concepto de titular, por la cantidad de 50.000 £ de capital, desde el año ..... la fundacion de la empresa, /En la Junta General celebrada para aprobacion del ejercicio economico de 1938 se acordó reducir el capital social, devolviendo a los socios una parte de sus aportaciones, acuerdo ratificado en la Junta General celebrada el 7 ctl para aprobar el balance del ejercicio de 1939. En virtud de estos acuerdos y como parte del capital aportado, ha sido entregado al Sr. Ziaurritz con posterioridad a la ultima fecha la cantidad de ..... acreditada en su favor con anterioridad al dia 3 de Septiembre de 1939.

cuos acf
no ch
cert

Louis suspende entrega
segundo chque ~~tale~~ llegará
~~para esa~~ París ~~el~~ avión
esta tarde

57,16
2
134,32

es vasco, (ciudadano español) y
Don Doroteo Ziaurritz, titular de 50.000 libras en acciones
cuyos titulos están
de la Continental Transit, depositados en poder del Director de la
tambien vasco (ciudadano español),
misma Sr. Ortuzar, en Londres.
lo recibió el como Presidente
Este capital Sr. Ziaurritz,
del Partido Nacionalista Vasco, para que, puesto
a su nombre, sirviera a los intereses de los refugiados vascos.
por el Sr. Ziaurritz
A tal fin, fué otorgado un Poder notarial en favor del actual
que es el encargado de aplicar esos fondos.
Presidente del Consejo Nacional Vasco, Sr. Irujo, En la última

liquidacion del impuesto, se tuvo en cuenta la finalidad de carac-
alegada por el Director Sr. Ortuzar y
ter publico, dejó de
exigido aquel
ser en atencion al destino de los fondos.

El Sr. Ziaurritz se encontraba en Francia. El grupo de vascos
convivía
que con él ocupa localidades cercanas al puerto de Mar-
halla
sella. Se supone que, con ellos, se el Sr. Ziaurritz.

Al ocurrir el hundimiento de Francia, la Delegacion de Euz-

kadi en Londres solicitó del Foreign Office autorizacion para que

el Sr. Ziaurritz viniera a Inglaterra y la gestion necesaria para
la orden de evacuacion
traerlo. El Foreign Office acordó ambas cosas y fué telegrafiada

a los Consules de la G.B. en Francia para que, el Sr. Ziaurritz
evacuado
fuera a este país, por los medios oficiales britanicos.

El Sr. Ziaurritz ha estado en Inglaterra con anterioridad. Es
la policia inglesa.
conocido pues de Se trata de

un demócrata, personal y politicamente estimado por todos como

amigo de las democracias y en particular de la G.B. Su situacion
como los restantes vascos sus compañeros,
actual en Francia, escondido, es delicada. Si fuere en-
a la Gestapo o
contrado y entregado al General Franco, sería fusilado, como lo
de Consejo
fué s u compañero Sr Marquiegui.

Ley prohibitiva de comercio con el enemigo

104

-I-

.....

2) Se considerará que una persona comercia con el enemigo

a) si mantiene relaciones comerciales, financieras o de otro genero cualesquiera, con o en beneficio de un enemigo, y en particular - pero sin perjuicio de la generalidad de lo previsto anteriormente - si

1) ha suministrado cualquier mercancia a ~~para~~ en beneficio de un enemigo, o ha obtenido mercancias de un enemigo, o ha negociado con, o transportado cualquier mercancia consignada a o procedente de un enemigo o destinada o procedente de territorio enemigo, o

2) ha pagado o enviado cualquier dinero, instrumento negociable o valor de dinero a o en beneficio de un enemigo o a un lugar situado en territorio enemigo, o

3) ha realizado cualquier obligación a, o a descargado una obligación de un enemigo, ya fuese la obligación adquirida antes o despues de la puesta en vigor de esta Ley, o

b) si ha hecho algo que, bajo las provisiones de esta Ley que se citan a continuación, se considere como comercio con el enemigo:

99 96

Siempre que una persona no sea considerada como habiendo comerciado con el enemigo solamente por razon de que esa persona

1) ha hecho algo por autoridad dada especial o generalmente por un Secretario de Estado, por el Tesoro, o por el Ministerio de Comercio, o

2) haya recibido ~~pag~~ de un enemigo el pago de una suma de dinero que se le adeudaba con respecto a una transacción bajo la cual todas las obligaciones por parte de la persona que recibe el dinero han sido realizadas antes de comienzo de la guerra por razon de lo cual la persona de quien se recibio el pago se convirtió en enemigo.

3) Todo lo que esta ley prescribe con respecto a un enemigo incluye tambien a toda persona que actua en nombre por orden o cuenta de un enemigo.

4) ....

-II-

(1) Sujeto a las provisiones de esta seccion, la expresión "enemigo" al objeto de esta Ley, significa:

a) cualquier Estado, o Soberano de un Estado, que este en guerra con Su Majestad,

b) cualquier individuo residente en territorio enemigo

c) cualquier grupo de personas (ya sean asociadas o no) que tengan negocios en cualquier lugar, cuando el grupo esta controlado por una persona que, por esta Ley sea considerada como enemiga, o

d) cualquier grupo de personas constituidas o incorpora-

das en, o bajo las leyes de, un Estado en guerra con Su Majestad;

pero no incluye a cualquier persona por la sola razon de que es un subdito enemigo.

(2) El Ministerio de Comercio puede disponer, por medio de orden, que cualquier persona especificada en dicha orden, sea considerada como enemigo para los efectos de esta Ley.

-III-

Que el Ministerio de Comercio puede ordenar y nombrar inspectores para revisar los libros de personas o entidades, en caso de negociar con ele enemigo o negocio que sea de enemigos.

....

-IV-

1) Ninguna asignacion (???) hecha por o en nombre de un enemigo tendra efectividad, excepto con la sancion del Tesoro, para conferir a otra persona cualquier derecho o remedios con respecto a la cosa en cuestión, ni para trasnferir un instrumento negociable por o en nombre de un enemigo, ni otra tranferencia cualesquiera, excepto con ls sancion del tesoro tendra efectividad para cofferir derecho alguno contra cualquier parte ~~del instrumento~~ con respecto al instrumento.

2) La subseccion precedente sera aplicada con relacion a cualquier transferencia de cualquier cupon o otro valor negociable por entrega, que no sea un instrumento negociable .....

3)

(1) En esta ley las expresiones que se señalan tienen la siguiente significacion:

"subdito enemigo" significa:

a) un individuo que, no siendo subdito Britanico o ~~persona protegida por Inglaterra~~ protegido Britanico, posee la nacionalidad de un Estado en guerra con su Majestad, o

b) un cuerpo de personas constituidos en, o bajo las leyes de tal Estado, y

"territorio enemigo" significa:

cualquier zona que esta bajo la soberania,de, o ocupada por una Potencia con la cual Su Majestad esta en guerra, que no sea una zona ocupada por Su Majestad o por una potencia aliada con su Majestad.

STATUTORY RULES AND ORDERS

1940 No. 1289

105

EMERGENCY POWERS (DEFENCE)

Trading with the Enemy

ORDER IN COUNCIL AMENDING REGULATION 3 OF, AND ADDING REGULATION 3A TO, THE DEFENCE (TRADING WITH THE ENEMY) REGULATIONS, 1940.

At the Court at Buckingham Palace, the 17th day of July, 1940.

PRESENT,

The King's Most Excellent Majesty in Council.

His Majesty, in pursuance of the Emergency Powers (Defence) Acts, 1939 and 1940, and of all other powers enabling Him in that behalf, is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered that in Regulation three of the Defence (Trading with the Enemy) Regulations, 1940, for the word "incorporate" there shall be substituted the word "unincorporate" and that after the said Regulation three there shall be inserted the following Regulation:— 2 & 3 Geo. 6. c. 62. 3 & 4 Geo. 6. c. 20.

"Control of businesses.

3A. After section three of the principal Act there shall be inserted the following section:—

'Power to control and wind up certain businesses.

3A.—(1) Where any business is being carried on in the United Kingdom by, or on behalf of, or under the direction of, persons all or any of whom are enemies or enemy subjects or appear to the Board of Trade to be associated with enemies, the Board may, if they think it expedient so to do, make—

(*a*) an order (hereafter in this section referred to as a "restriction order") prohibiting the carrying on the business either absolutely or except for such purposes and subject to such conditions as may be specified in the order; or

(*b*) an order (hereafter in this section referred to as a "winding up order") requiring the business to be wound up,

and the making of a restriction order as respects any business shall not prejudice the power of the Board, if they think it expedient so to do, at any subsequent date to make a winding up order as respects that business.

(2) Where an order under subsection (1) of this section is made as respects any business, the Board of Trade may, by that or a subsequent order, appoint a controller to control and supervise the carrying out of the order, and, in the case of a winding up order, to conduct the winding up of the business, and may confer on the controller any such powers in relation to the business as are exercisable by a liquidator in the voluntary winding up of a company in relation to the company (including power in the name of the person carrying on the business or in his own name, and by deed or otherwise, to convey or transfer any property, and power to apply to the court to determine any question arising in the carrying out of the order), and may by the order confer on the controller such other powers as the Board think necessary or convenient for the purpose of giving full effect to the order.

(3) Where a restriction order or a winding up order is made as respects any business, the distribution of any assets of the business which are distributed while the order is in force shall be subject to the same rules as to preferential payments as are applicable to the distribution of the assets of a company which is being wound up, and the said assets of the business shall, so far as they are available for discharging unsecured debts, be applied in discharging unsecured debts due to creditors of the business who are not enemies in priority to unsecured debts due to any other creditors, and any balance, after providing for the discharge of all liabilities of the business, shall be distributed among the persons interested in the business in such manner as the Board of Trade may direct:

Provided that the provisions of this subsection shall, in their application to the distribution of any money or other property which would, in accordance with those provisions, fall to be paid or transferred to an enemy, whether as a creditor or otherwise, have effect subject to the provisions of section seven of this Act (which relates to the collection of enemy debts and the custody of enemy property) and of any order made under that section.

(4) Where any business for which a controller has been appointed under this section has assets in

enemy territory, the controller shall, if in his opinion it is practicable so to do, cause an estimate to be prepared—

(*a*) of the value of those assets;

(*b*) of the amount of any liabilities of the business to creditors, whether secured or unsecured, who are enemies;

(*c*) of the amount of the claims of persons who are enemies to participate, otherwise than as creditors of the business, in any distribution of assets of the business made while an order under subsection (1) of this section is in force as respects the business;

and, where such an estimate is made, the said liabilities and claims shall, for the purposes of this section, be deemed to have been satisfied out of the said assets of the business in enemy territory, or to have been satisfied thereout so far as those assets will go, and only the balance (if any) shall rank for satisfaction out of the other assets of the business.

(5) Where an estimate has been prepared under the last preceding subsection, a certificate of the controller as to the value or amount of any assets, claims or liabilities to which the estimate relates shall be conclusive for the purpose of determining the amount of the assets of the business available for discharging the other liabilities of the business and for distribution amongst other persons claiming to be interested in the business:

Provided that nothing in this subsection shall affect the rights of creditors of, and other persons interested in, the business against the assets of the business in enemy territory.

(6) The Board of Trade may, on an application made by a controller appointed under this section, after considering the application and any objections which may be made by any person who appears to them to be interested, by order grant the controller a release, and an order of the Board under this subsection shall discharge the controller from all liability in respect of any act done or default made by him in the exercise and performance of his powers and duties as controller; but any such order may be revoked

by the Board on proof that it was obtained by fraud or by suppression or concealment of any material fact.

(7) If any person contravenes, or fails to comply with, the provisions of any order made under subsection (1) of this section, he shall be guilty of an offence of trading with the enemy.

(8) Where an order under subsection (1) of this section has been made as respects a business carried on by any individuals or by a company, no bankruptcy petition, or petition for sequestration or summary sequestration against the individuals, or petition for the winding up of the company, shall be presented, or resolution for the winding up of the company passed, or steps for the enforcement of the rights of any creditors of the individuals or company taken, without the consent of the Board of Trade, but where the business is carried on by a company the Board of Trade may present a petition for the winding up of the company by the court, and the making of an order under this section shall be a ground on which the company may be wound up by the court.

(9) Where an order is made under this section appointing a controller for any business, any remuneration of, and any costs, charges and expenses incurred by, the controller, and any other costs, charges and expenses incurred in connection with the control and supervision of the carrying out of the order, shall, to such amount as may be certified by the Board of Trade, be defrayed out of the assets of the business, and as from the date of the certificate, be charged on those assets in priority to any other charges thereon.' "

E. C. E. Leadbitter.

LONDON
PRINTED AND PUBLISHED BY HIS MAJESTY'S STATIONERY OFFICE
To be purchased directly from H.M. STATIONERY OFFICE at the following addresses:
York House, Kingsway, London, W.C.2; 120 George Street, Edinburgh 2;
26 York Street, Manchester 1; 1 St. Andrew's Crescent, Cardiff;
80 Chichester Street, Belfast;
or through any bookseller

1940

Price 1*d.* net

(6362) Wt. 7—1 5000 7/40 P. St. G. 416

Trading with the Enemy Act, 1939.

2 & 3 Geo. 6. Ch. 89.

ARRANGEMENT OF SECTIONS.

Trading with the Enemy and matters relating thereto.

Section.
1. Penalties for trading with the enemy.
2. Definition of enemy.
3. Inspection and supervision of businesses.
4. Transfer of negotiable instruments and choses in action by enemies.
5. Transfer and allotment of securities.
6. Purchase of enemy currency.

Property of Enemies and Enemy Subjects.

7. Collection of enemy debts and custody of enemy property.

General and Supplementary Provisions.

8. Provisions with respect to money payable to, or received by, a Clearing Office under 24 & 25 Geo. 5. c. 31.
9. False statements and obstruction.
10. Offences by corporations.
11. Expenses of, and exercise of powers by, Board of Trade.
12. Evidence of authority or sanction of Secretary of State, Treasury or Board of Trade.
13. Application to Scotland.
14. Extension of Act to colonies, &c.
15. Interpretation.
16. Saving of rights of Crown.
17. Short title, commencement and repeal.

Schedule.—Enactments repealed.

CHAPTER 89.

An Act to impose penalties for trading with the enemy, to make provision as respects the property of enemies and enemy subjects, and for purposes connected with the matters aforesaid.

[5th September 1939.]

BE it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :—

Trading with the Enemy and matters relating thereto.

1.—(1) Any person who trades with the enemy within the meaning of this Act shall be guilty of an offence of trading with the enemy, and shall be liable— Penalties for trading with the enemy.

(*a*) on conviction on indictment, to penal servitude for a term not exceeding seven years or to a fine or to both such penal servitude and a fine, or

(*b*) on summary conviction, to imprisonment for a term not exceeding twelve months or to a fine not exceeding five hundred pounds, or to both such imprisonment and such fine;

and the court may in any case order that any goods or money in respect of which the offence has been committed shall be forfeited.

(2) For the purposes of this Act a person shall be deemed to have traded with the enemy—

(*a*) if he has had any commercial, financial or other intercourse or dealings with, or for the benefit of, an enemy, and, in particular, but without prejudice to the generality of the foregoing provision, if he has—

(i) supplied any goods to or for the benefit of an enemy, or obtained any goods from an enemy, or traded in, or carried, any goods consigned to or from an enemy or destined for or coming from enemy territory, or

(ii) paid or transmitted any money, negotiable instrument or security for money to or for the benefit of an enemy or to a place in enemy territory, or

(iii) performed any obligation to, or discharged any obligation of, an enemy, whether the obligation was undertaken before or after the commencement of this Act; or

(*b*) if he has done anything which, under the following provisions of this Act, is to be treated as trading with the enemy:

Provided that a person shall not be deemed to have traded with the enemy by reason only that he has—

(i) done anything under an authority given generally or specially by, or by any person authorised in that behalf by, a Secretary of State, the Treasury or the Board of Trade, or

(ii) received payment from an enemy of a sum of money due in respect of a transaction under which all obligations on the part of the person receiving payment had been performed before the commencement of the war by reason of which the person from whom the payment was received became an enemy.

(3) Any reference in this section to an enemy shall be construed as including a reference to a person acting on behalf of an enemy.

(4) A prosecution for an offence of trading with the enemy shall not be instituted in England or Northern

Ireland except by, or with the consent of, the Director of Public Prosecutions or the Attorney General for Northern Ireland, as the case may be:

Provided that this subsection shall not prevent the arrest, or the issue or execution of a warrant for the arrest, of any person in respect of such an offence, or the remanding, in custody or on bail, of any person charged with such an offence, notwithstanding that the necessary consent to the institution of a prosecution for the offence has not been obtained.

Definition of enemy.

2.—(1) Subject to the provisions of this section, the expression "enemy" for the purposes of this Act means—

(*a*) any State, or Sovereign of a State, at war with His Majesty,

(*b*) any individual resident in enemy territory,

(*c*) any body of persons (whether corporate or unincorporate) carrying on business in any place, if and so long as the body is controlled by a person who, under this section, is an enemy, or

(*d*) any body of persons constituted or incorporated in, or under the laws of, a State at war with His Majesty;

but does not include any person by reason only that he is an enemy subject.

(2) The Board of Trade may by order direct that any person specified in the order shall, for the purposes of this Act, be deemed to be, while so specified, an enemy.

Inspection and supervision of businesses.

3.—(1) The Board of Trade, if they think it expedient for securing compliance with section one of this Act so to do, may by written order authorise a specified person (hereafter in this section referred to as "an inspector") to inspect any books or documents belonging to, or under the control of, a person named in the order, and to require that person and any other person to give such information in his possession with respect to any business carried on by the named person as the inspector may demand, and for the purposes aforesaid to enter on any premises used for the purposes of that business.

(2) If, on a report made by an inspector as respects any business, it appears to the Board of Trade that it is expedient, for securing compliance with section one of this Act, that the business should be subject to supervision, the Board may appoint a person (hereafter in this section referred to as "a supervisor") to supervise the business, with such powers as the Board may determine.

(3) If any person, without reasonable cause, fails to produce for inspection, or furnish, to an inspector or a supervisor any document or information which he is duly requested by the inspector or supervisor so to produce or furnish, that person shall be liable, on summary conviction, to a fine not exceeding fifty pounds or to imprisonment for a term not exceeding six months or to both such fine and such imprisonment.

(4) If any person, with intent to evade the provisions of this section, destroys, mutilates or defaces any book or other document which an inspector or a supervisor is or may be authorised under this section to inspect, that person shall be liable—

(*a*) on conviction on indictment, to penal servitude for a term not exceeding five years or to a fine or to both such penal servitude and a fine, or

(*b*) on summary conviction, to imprisonment for a term not exceeding twelve months or to a fine not exceeding one hundred pounds or to both such imprisonment and such fine.

Transfer of negotiable instruments and choses in action by enemies.

4.—(1) No assignment of a chose in action made by or on behalf of an enemy shall, except with the sanction of the Treasury, be effective so as to confer on any person any rights or remedies in respect of the chose in action; and neither a transfer of a negotiable instrument by or on behalf of an enemy, nor any subsequent transfer thereof, shall, except with the sanction of the Treasury, be effective so as to confer any rights or remedies against any party to the instrument.

(2) The preceding subsection shall apply in relation to any transfer of any coupon or other security transferable by delivery, not being a negotiable instrument, as it applies in relation to any assignment of a chose in action.

(3) If any person by payment or otherwise purports to discharge any liability from which he is relieved by this section, knowing the facts by virtue of which he is so relieved, he shall be deemed to have thereby traded with the enemy:

Provided that in any proceedings for an offence of trading with the enemy which are taken by virtue of this subsection it shall be a defence for the defendant to prove that at the time when he purported to discharge the liability in question he had reasonable grounds for believing that the liability was enforceable against him by order of a competent court, not being either a court having jurisdiction in the United Kingdom or a court of a State at war with His Majesty, and would be enforced against him by such an order.

(4) Where a claim in respect of a negotiable instrument or chose in action is made against any person who has reasonable cause to believe that, if he satisfied the claim, he would be thereby committing an offence of trading with the enemy, that person may pay into the High Court or Court of Session any sum which, but for the provisions of subsection (1) of this section, would be due in respect of the claim, and thereupon that sum shall, subject to rules of court, be dealt with according to any order of the court, and the payment shall for all purposes be a good discharge to that person.

(5) Nothing in this section shall apply to securities to which the next following section applies.

Transfer and allotment of securities.

5.—(1) If—

(*a*) any securities to which this section applies are transferred by or on behalf of an enemy, or

(*b*) any such securities, being securities issued by a company within the meaning of the Companies Act, 1929, or any corresponding enactment in force in Northern Ireland, are allotted or transferred to, or for the benefit of, an enemy subject without the consent of the Board of Trade;

19 & 20 Geo. 5. c. 23.

then, except with the sanction of the Board of Trade, the transferee or allottee shall not, by virtue of the

transfer or allotment, have any rights or remedies in respect of the securities; and no body corporate by whom the securities were issued or are managed shall take any cognisance of, or otherwise act upon, any such transfer except under the authority of the Board.

(2) No share warrants, stock certificates or bonds, being warrants, certificates or bonds payable to bearer, shall be issued in respect of any securities to which this section applies, being securities registered or inscribed in the name of an enemy or of a person acting on behalf of, or for the benefit of, an enemy.

(3) Any person who contravenes the provisions of this section shall be liable, on summary conviction, to imprisonment for a term not exceeding six months or to a fine not exceeding one hundred pounds or to both such imprisonment and such fine.

(4) This section applies to the following securities, that is to say, annuities, stock, shares, bonds, debentures or debenture stock registered or inscribed in any register, branch register or other book kept in the United Kingdom.

Purchase of enemy currency.

6.—(1) Purchasing enemy currency shall be treated as trading with the enemy.

(2) In this section the expression "enemy currency" means any such notes or coins as circulate as currency in any area under the sovereignty of a Power with whom His Majesty is at war, not being an area in the occupation of His Majesty or of a Power allied with His Majesty, or any such other notes or coins as are for the time being declared by an order of the Treasury to be enemy currency.

Property of Enemies and Enemy Subjects.

Collection of enemy debts and custody of enemy property.

7.—(1) With a view to preventing the payment of money to enemies and of preserving enemy property in contemplation of arrangements to be made at the conclusion of peace, the Board of Trade may appoint custodians of enemy property for England, Scotland and Northern Ireland respectively, and may by order—

(*a*) require the payment to the prescribed custodian of money which would, but for the existence of a state of war, be payable to or for the

benefit of a person who is an enemy, or which would, but for the provisions of section four or section five of this Act, be payable to any other person;

(*b*) vest in the prescribed custodian such enemy property as may be prescribed, or provide for, and regulate, the vesting in that custodian of such enemy property as may be prescribed;

(*c*) vest in the prescribed custodian the right to transfer such other enemy property as may be prescribed, being enemy property which has not been, and is not required by the order to be, vested in the custodian ;

(*d*) confer and impose on the custodians and on any other person such rights, powers, duties and liabilities as may be prescribed as respects—

(i) property which has been, or is required to be, vested in a custodian by or under the order,

(ii) property of which the right of transfer has been, or is required to be, so vested,

(iii) any other enemy property which has not been, and is not required to be, so vested, or

(iv) money which has been, or is by the order required to be, paid to a custodian;

(*e*) require the payment of the prescribed fees to the custodians in respect of such matters as may be prescribed and regulate the collection of and accounting for such fees;

(*f*) require any person to furnish to the custodian such returns, accounts and other information and to produce such documents, as the custodian considers necessary for the discharge of his functions under the order;

and any such order may contain such incidental and supplementary provisions as appear to the Board of Trade to be necessary or expedient for the purposes of the order.

(2) Where any requirement or direction with respect to any money or property is addressed to any person by a custodian and accompanied by a certificate

of the custodian that the money or property is money or property to which an order under this section applies, the certificate shall be evidence of the facts stated therein, and if that person complies with the requirement or direction, he shall not be liable to any action or other legal proceeding by reason only of such compliance.

(3) Where, in pursuance of an order made under this section,—

(*a*) any money is paid to a custodian,

(*b*) any property, or the right to transfer any property, is vested in a custodian, or

(*c*) a direction is given to any person by a custodian in relation to any property which appears to the custodian to be property to which the order applies,

neither the payment, vesting or direction nor any proceedings in consequence thereof shall be invalidated or affected by reason only that at a material time—

(i) some person who was or might have been interested in the money or property, and who was an enemy or an enemy subject, had died or had ceased to be an enemy or an enemy subject, or

(ii) some person who was so interested, and who was believed by the custodian to be an enemy or an enemy subject, was not an enemy or an enemy subject.

(4) Any order under this section shall have effect notwithstanding anything in any Act passed before this Act.

(5) If any person pays any debt, or deals with any property, to which any order under this section applies, otherwise than in accordance with the provisions of the order, he shall be liable on summary conviction to imprisonment for a term not exceeding six months or to a fine not exceeding one hundred pounds or to both such imprisonment and such fine; and the payment or dealing shall be void.

(6) If any person, without reasonable cause, fails to produce or furnish, in accordance with the requirements of an order under this section, any document or information which he is required under the order to produce or

furnish, he shall be liable on summary conviction to a fine not exceeding ten pounds for every day on which the default continues.

(7) All fees received by any custodian by virtue of an order under this section shall be paid into the Exchequer of the United Kingdom.

(8) In this section—

(*a*) the expression "enemy property" means any property for the time being belonging to or held or managed on behalf of an enemy or an enemy subject;

(*b*) the expression "property" means real or personal property, and includes any estate or interest in real or personal property, any negotiable instrument, debt or other chose in action, and any other right or interest, whether in possession or not; and

(*c*) the expression "prescribed" means prescribed by an order made under this section.

General and Supplementary Provisions.

Provisions with respect to money payable to, or received by, a Clearing Office under 24 & 25 Geo. 5. c. 31.

8.—(1) Nothing in this Act shall affect the operation of section one of the Debts Clearing Offices and Import Restrictions Act, 1934, or of any order under that section, in so far as the said section or order relates to the payment to, and collection by, a Clearing Office of debts to which such an order applies ; but—

(*a*) notwithstanding anything in subsection (6) of the said section or in any such order as aforesaid, any sum received by a Clearing Office by virtue of such an order, being—

(i) a sum which is so received at a time when the Sovereign Power of the country with respect to which the order has been made is at war with His Majesty, or

(ii) a sum which has been so received before the commencement of the war between that Power and His Majesty and has not, before the commencement of that war, ceased to be in the possession or under the control of the Clearing Office,

shall be retained by the Clearing Office, subject to any order which may be made under this Act

requiring the Clearing Office to pay that sum to a custodian of enemy property, and subject to the provisions of subsections (4) and (6) of the said section with respect to overpayments made to the Clearing Office; and

(*b*) any sum which a Clearing Office is required by paragraph (*a*) of this subsection to retain subject as aforesaid, shall, except in so far as it represents an overpayment made to the Clearing Office, be deemed for the purposes of this Act to be money which would, but for the existence of a state of war, be payable to or for the benefit of a person who is an enemy.

(2) There may be retained by a Clearing Office out of any sum which, by virtue of any order under this Act, is payable by that office to a custodian of enemy property such reasonable commission, not exceeding two per cent. of that sum, as the Treasury think fit; and the amount of any commission so retained by a Clearing Office shall be paid into the Exchequer of the United Kingdom.

False statements and obstruction.

9.—(1) If any person, for the purpose of obtaining any authority or sanction under this Act, or in giving any information for the purposes of this Act or of any order made thereunder, knowingly or recklessly makes a statement which is false in a material particular, he shall be liable on summary conviction to imprisonment for a term not exceeding six months or to a fine not exceeding one hundred pounds or to both such imprisonment and such fine.

(2) Every person who wilfully obstructs any person in the exercise of any powers conferred on him by or under this Act shall be liable on summary conviction to a fine not exceeding fifty pounds.

Offences by corporations.

10. Where any offence under this Act committed by a body corporate is proved to have been committed with the consent or connivance of, or to have been attributable to any neglect on the part of, any director, manager, secretary or other officer of the body corporate, he, as well as the body corporate, shall be deemed to be guilty of that offence, and shall be liable to be proceeded against and punished accordingly.

11.—(1) The expenses incurred for the purposes of this Act by the Board of Trade shall be defrayed out of moneys provided by Parliament.

Expenses of, and exercise of powers by, Board of Trade.

(2) Anything required or authorised under this Act to be done by, to or before the Board of Trade may be done by, to or before the President of the Board, any secretary, under-secretary or assistant secretary of the Board, or any person authorised in that behalf by the President of the Board.

12. Any document stating that any authority or sanction is given under any of the provisions of this Act by a Secretary of State, the Treasury or the Board of Trade, and purporting to be signed on behalf of the Secretary of State, the Treasury or the Board of Trade, or by a person who is empowered by this Act to do anything which may be done thereunder by the Board, shall be evidence of the facts stated in the document.

Evidence of authority or sanction of Secretary of State, Treasury or Board of Trade.

13. In the application of this Act to Scotland, "chose in action" means "right of action or incorporeal moveable," "defendant" means "person accused," and "real or personal property" means "heritable or moveable property."

Application to Scotland.

14. His Majesty may by Order in Council direct that the provisions of this Act other than this section shall extend, with such exceptions, adaptations and modifications, if any, as may be prescribed by or under the Order—

Extension of Act to colonies, &c.

(*a*) to the Isle of Man or any of the Channel Islands,

(*b*) to Newfoundland or any colony,

(*c*) to any British protectorate,

(*d*) to any territory in respect of which a mandate on behalf of the League of Nations has been accepted by His Majesty, and is being exercised by His Majesty's Government in the United Kingdom, and

(*e*) (to the extent of His Majesty's jurisdiction therein) to any other country or territory being a foreign country or territory in which for the time being His Majesty has jurisdiction.

Section 17.

SCHEDULE.

ENACTMENTS REPEALED.

Session and Chapter.	Short Title.	Extent of Repeal.
4 & 5 Geo. 5. c. 87.	The Trading with the Enemy Act, 1914.	The whole Act.
5 & 6 Geo. 5. c. 12.	The Trading with the Enemy Amendment Act, 1914.	The whole Act.
5 & 6 Geo. 5. c. 79.	The Trading with the Enemy Amendment Act, 1915.	The whole Act.
5 & 6 Geo. 5. c. 98.	The Trading with the Enemy (Extension of Powers) Act, 1915.	The whole Act.
5 & 6 Geo. 5. c. 105.	The Trading with the Enemy Amendment Act, 1916.	The whole Act.
6 & 7 Geo. 5. c. 32.	The Trading with the Enemy (Copyright) Act, 1916.	The whole Act.
6 & 7 Geo. 5. c. 52.	The Trading with the Enemy and Export of Prohibited Goods Act, 1916.	In section one the words from "any licence" to "obtaining" when it secondly occurs; section two.
8 & 9 Geo. 5. c. 31.	The Trading with the Enemy (Amendment) Act, 1918.	The whole Act.

Printed by EYRE AND SPOTTISWOODE LIMITED
FOR
SIR WILLIAM RICHARD CODLING, C.B., C.V.O., C.B.E., the King's Printer of Acts of Parliament

To be purchased directly from H.M. STATIONERY OFFICE at the following addresses:
York House, Kingsway, London, W.C.2; 120 George Street, Edinburgh 2;
26 York Street, Manchester 1; 1 St. Andrew's Crescent, Cardiff;
80 Chichester Street, Belfast;
or through any bookseller

Price 3*d*. net

20951

Ortuzar hizo diversas entregas a Torre, que suman en total unas 40.000 libras. Aparecen en las cartas de Torre y Ortuzar. Son 33.000 (proximamente) entregadas antes de otorgarse el poder a mi favor y 7.000 entregadas a mi. Es imprescindible que esas entregas no sean obgeto de impugnacion, ni de comentario siquiera. Lo digo porque, es posible que, alguna de ellas, haya sido hecha por Ortuzar (o por la sociedad) a Torre, s in cumplir formalidades de envío de fondos al extranjero. En esas entregas no hay nada absolútamente de deshonesto. Y yo no quiero que, en modo alguno, la irregularidad puramente administrativa que pudiera existir (que será en cantidades pequeñas), sea motivo de discusion, de comentario y menos de disgusto. Seríi a capaz de renunciar a determinada acción, si envolviera alguna persecucion contra Ortuzar o sus compañeros de Direccion por ese concepto, en el cual, obra ron bien en lo fundamental.

Escritura de sustitucion de mandato

Don Manuel de Irujo es apoderado de Don Doroteo Ziaurritz con facultad de sustitucion.

Sustituye su poder en la siguiente forma:

Otorga esta sustitucion indistintamente en favor de:
Don Jose I. de Lizaso
Don Angel de Gondra
Don Charles Wills
con reserva de la facultad de percibir fondos procedentes de la participacion de su poderdamte en la Compañía.

Otorga la facultad de percibir esos fondos mancomunadamente y en conjunto a los Sres Lizaso y Gondra. En el caso de que, alguno de ellos falleciera, la facultad conferida al otro sería solidaria y personal.

Power of Attorney (substitution)

Don M anuel de Irujo holds a Power of Attorney from Don Doroteo Ziaurritz with the power of delegating it to another person.

He delegates his power in this manner:

~~He grants this power without distinction to~~
He grants this substitution without distinction in favour of

Don Jose I. de Lizaso
Don Angel de Gondra
Con Charles Wills

with the reserve of the power to receive funds accruing from the participation of Mr Ziaurritz in the Company

Mr. Irujo grants the power of receiving these funds conjointly ~~and~~ to Sres. Lizaso and Gondra. If either of them should die the power conferred on the other will suffice.

Sr ...Wills

108

Como apoderado general de Don Doroteo Ziaurritz, instituido en el Poder otorgado ante el Notario de Paris Me Francois Burthe el 22 de Abril del año en curso, autorizo a Vd. para intervenir en mi nombre cerca de los Directores y en las oficinas y negocios de la Continental Transit Co Ltd para cuanto signifique, peticion de documentos y certificaciones, examen de libros y cuentas, propuesta para la celebracion de Junta General Extraordinaria, que tenga por finalidad, el nonbramiento o separacion de Directores, la disolucion anticipada y liquidacion de la compañía, ostentando la representacion a mi atribuida en aquella escritura notarial, en cuantos actos se deriven de estas facultades, asistencia a la Junta General, discusion de los asuntos fijados en la convocatoria o propuestas de todo orden que, con arreglo a la ley y a los estatutos, puedan ser hechas a nonbre y en interes del accionista mi representado, dentro o fuera de la Junta General.

Para todo ello, sin otra limitacion que el percibo de cantidades, que me reservo, le autorizo expresamente, sustituyendo de tal manera el mandato que ostento de Don Doroteo Ziaurritz, hasta donde el mismo alcance.

Continental

109

LEIZAOLA

Hotel Mediterranee
15, Quai des Belges
MARSEILLES.

FACULTAD OTORGASTE KOLDO ORGANIZACION JOSEMARI ESPALDAS ESTA SUCURSAL CONTRA CRITERIO LENDAKARI DESPUES SIETE MESES SIGUE IMPOSIBILITANDO LLEGAR ACUERDO BENEFICIO ABERRI stop RUEGOTE RECTIFIQUES AQUELLA FACULTAD EVITAR CONTINUE PERTURBACION CREADA ACTUACION KOLDO stop DAÑO SOLO COMPARABLE CONFIANZA URTANTEA ASUNTO LIQUIDACION stop SALUDATE.

LIZASO 14-2-41

Continental

MENDIBIL
CENTRO VASCO
PUENTE 508
SANTIAGO

110

CABLEGRAFIADO ERRAZURITZ stop

DIGANOS SI PROCEDIMIENTO ZIAURRITZ PODRIA

EXTENDERSE OTRAS PERSONAS.

IRUJO

28-7-41

111

WHA 586 Y SANTIAGO CHILE 38 25 1300

NLT IRUJO 7 HOBART PLACE EATON SQUARE LONDON

CANCILLERIA CABLEGRAFIA EMBAJADA BERLIN LO SIGUIENTE OBTENGA AUTORIDADES ALEMANAS FACILIDADES ZIAURRITZ AUTORIZADO VENIR CHILE EMBARQUE PUERTO NO OCUPADO stop MAÑANA SABADO DAMOS BANQUETE HOMENAJE AGRADECIMIENTO ERRAZIRUTZ CONVENIENTE CABLE SUYO.

MENDIBIL

26-7-41

EMBAJADA DE CHILE.
100, BERKELEY COURT,
GLENTWORTH STREET,
N.W.1.

PHONE: WELBECK 1291.
" 1292.

9 de Junio de 1941.

N°520/AS/PWM.

112

Señor José I. de Lizaso,
Basque Delegation,
7/8, Hobart Place,
EATON SQUARE. S.W.1.

Estimado Señor de Lizaso,

Tengo el agrado de comunicarle que hoy he recibido instrucciones cablegráficas de nuestro Ministerio de Relaciones Exteriores, autorizándonos para conceder la visación necesaria al Señor Doroteo Ziauriz, para trasladarse a la República de Chile.

Lo saluda muy atentamente:

LEON SUBERCASEAUX.
Chargé d'Affaires a. i.

Continental

Mendibil
Centro Vasco
Puente 508
Santiago Chili

113

Echeberria Arredondo
Gamarra interesan
Doroteo salga inmediatamente
Stop Facilitarle evacuacion
todo trance

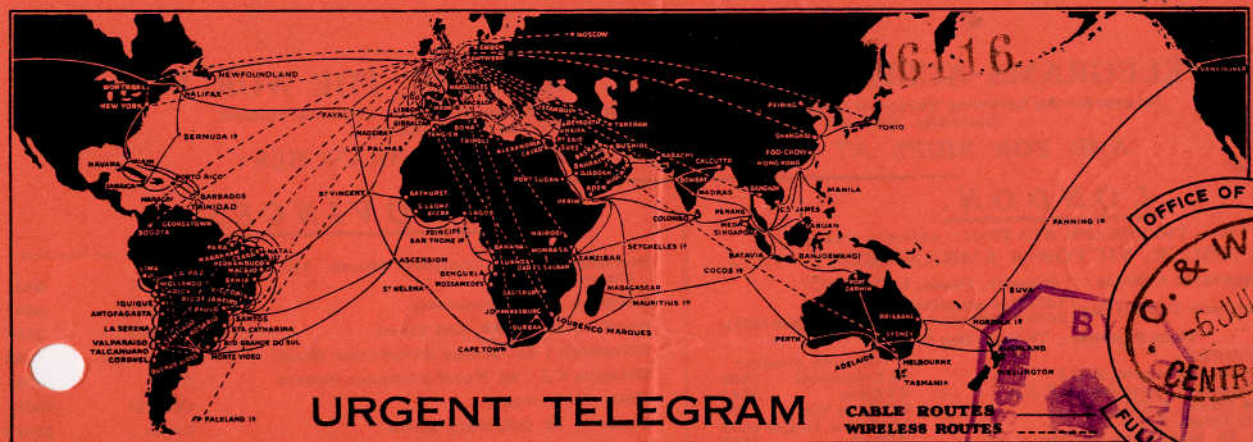
Grujo
Julio 17. 1941

Printed in England. April, 1941.
(750)

CABLE AND WIRELESS
LIMITED

5/-153

114



URGENT TELEGRAM

CABLE ROUTES
WIRELESS ROUTES

16.1.6.

OFFICE OF ISSUE
C. & W. L.
-6 JUL 41
CENTRAL STATION
FULL ADDRESS ON BACK.

B
No. 2346

Circuit.	Clerk's Name.	Time Received.	
BO GWM			

Continental

WHA805/E SANTIAGOCHILE 44/43 5 1850

NLT IRUJO 7 HOBART PLACE EATON SQUARE LONDON =

SANMIGUEL RENUNCIO POR AUSENTARSE SANTIAGO STOP REUNIDAS REPRESENTACIONES VASCAS ACORDARON PROPONER PARA DELEGADO PREVIA CONFORMIDAD INTERESADO A PEDRO ARETXABALA ALUSTONDO STOP ROGAMOS CONFIRMACION CABLEGRAFICA STOP CANCILLERIA CABLEGRAFIO EMBAJADA VICHY PIDIENDO INFORMACION SITUACION CIAURRIZ = ATXABAL MENDIBIL...

L & P (c).

NO ENQUIRY RESPECTING THIS TELEGRAM CAN BE ATTENDED TO WITHOUT PRODUCTION OF THIS COPY.
REPLIES SHOULD BE HANDED IN AT ONE OF THE COMPANY'S OFFICES.

TELEGRAMS ACCEPTED FOR ALL PARTS OF THE WORLD.

(except for the following European Countries: Belgium, Luxemburg, Danzig, Denmark, Esthonia, Finland, Germany, Holland, Latvia, Lithuania, Norway, Poland and Sweden)

AND FOR SHIPS AT SEA, AT THE COMPANY'S BRANCHES:

LONDON.

CENTRAL TELEGRAPH STATION: (Always Open).

ELECTRA HOUSE, VICTORIA EMBANKMENT, W.C.2.

Telegraphic Address: "Signally, Phone, LONDON."

Telephone Numbers: TEMple Bar { 1222 (for enquiries). 8490 (for the despatch of telegrams only).

Telex Number: TEMple Bar 9644.

BRANCH OFFICES:	Telephone Numbers	
Tower Chambers, Moorgate, E.C.2	CLErkenwell	7680
The Baltic Exchange, Bury Street, E.C.3	AVEnue	5514
18, Old Broad Street, E.C.2	LONdon Wall	4270
22, Leadenhall Street, E.C.3	MANsion House	6605
Cereal House, 58, Mark Lane, E.C.3	ROYal	7837
24, Royal Exchange, E.C.3	MANsion House	7974
The Fruit Exchange, Spitalfields Market, E.1	BIShopsgate	4993
Candlewick House, 116/126, Cannon Street, E.C.4	MANsion House	9431
Shorters Court, Throgmorton Street, E.C.2	LONdon Wall	4811
3-5, Charterhouse Street, E.C.1	HOLborn	4755
3, Borough High Street, S.E.1	HOP	0818
41 & 42, Parliament Street, S.W.1	WHItehall	2441
Thos. Cook & Son, Ltd., Main Office, 43, Berkeley Street, W.1	MAYfair	4587
Cumberland Hotel, Marble Arch, W.1	AMBassador	1234
73, Regent Street, W.1	REGent	6244
Golden Cross House, Charing Cross, Strand, W.C.2	WHItehall	3696
Thames House, Millbank, S.W.1	VICtoria	7871
The Adelphi, John Street, Strand, W.C.2	TEMple Bar	1353
Grosvenor House, Enquiry Bureau, Park Lane, W.1	GROsvenor	6363
And the District Messenger Company's Offices.		

PROVINCES.

		Telephone Numbers
Birmingham 3: Lombard House, 142, Great Charles Street	Central	8321
Bradford: 6 10, Broadway	Bradford	6007
Dundee: 46 and 50, Bell Street	Dundee	2108
Edinburgh: 42, George Street (rear block)	Edinburgh	[illegible]68
Glasgow C.1: 40, Royal Exchange Square	City	[illegible]761
Hull: 76, Lowgate	Central	35811
Leeds 1: 15, Infirmary Street	Leeds	21518
Liverpool 2: India Buildings, Brunswick Street; " The Cotton Exchange; " The Fruit Exchange	Bank	5020
Manchester 2: 55, Spring Gardens	Central	3223
Newcastle: 31, Mosley Street; " Princes Buildings, 1, Queen Street	Newcastle	22321
Porthcurno (Cornwall)	St. Buryan	206
Sheffield 3: 50, The Wicker	Sheffield	20283
Southampton: South Western Chambers, 1, Canute Road	Woolston	88245

And at the Company's Wireless Stations at Brentwood, Dorchester, Ongar and Somerton.

NORTHERN IRELAND—

Imperial House, 9, Donegall Square East, Belfast ... Belfast 27438

TELEX NUMBERS IN PROVINCES:

BIRMINGHAM:	LIVERPOOL:	MANCHESTER:	NEWCASTLE:	SHEFFIELD:
Central Telex 7370.	Bank Telex 4012.	Central Telex 5800.	Telex 23033.	Telex 23040.

It is recommended that telegrams be handed direct to the Company's Branches as above. Receipts are given gratis for the amount charged.

Telegrams for this Company's system are also received at all Postal Telegraph Offices, but should be marked

"VIA IMPERIAL CABLE" if intended for transmission by cable, or

"VIA IMPERIAL WIRELESS" if intended for transmission by wireless. *This indication is not Charged for.*

Books of Telegram Forms, Tariffs, Rules, etc., can be obtained at the Head Offices of the Company, or at any of the above-named Branches.

EIRE. (IRELAND).

DUBLIN: 67, Middle Abbey Street (Enquiry Office only) ... ... Telephone No.: Dublin 44995.

HEAD OFFICE OF THE COMPANY:—ELECTRA HOUSE, VICTORIA EMBANKMENT, LONDON, W.C.2.

Telegraphic Address: EMPIREGRAM ESTRAND. Telephone: TEMple Bar 1222.

Printed in England. April, 1940.
(6,500 pads).

CABLE AND WIRELESS
LIMITED

5/-152

The first line of this Telegram contains the following particulars in the order named:—
Prefix, Letters and Number of Message, Office of Origin, Number of Words, Date, Time handed in and Official instructions—if any.

CABLE AND WIRELESS LTD.
OFFICE OF ISSUE
41/42, PARLIAMENT ST.
S.W.1.
6 JUN. 1941
WHITEHALL
2441
FULL ADDRESS ON BACK.

Circuit.	Clerk's Name.	Time Received.	
			115

PT 8 WHA 459/ E SANTIAGO CHILE 25 5 1600 =

NLT IRUJO 7 HOBART PLACE EATON SQUARE LN =

MINISTERIO CABLEGRAFIO EMBAJADA LONDRES AUTORIZACION

ENTRADA CIARRIZ STOP SIN ENCARGO DARLE TRASLADO PERSONESE

EMBAJADA PARA CONFIRMACION = MENDIBIL ++

L & P (c).

NO ENQUIRY RESPECTING THIS TELEGRAM CAN BE ATTENDED TO WITHOUT PRODUCTION OF THIS COPY.
REPLIES SHOULD BE HANDED IN AT ONE OF THE COMPANY'S OFFICES.

TELEGRAMS ACCEPTED FOR ALL PARTS OF THE WORLD.

(except for the following European Countries: Belgium, Luxemburg, Danzig, Denmark, Esthonia, Finland, Germany, Holland, Latvia, Lithuania, Norway, Poland and Sweden)

AND FOR SHIPS AT SEA, AT THE COMPANY'S BRANCHES:—

LONDON.

CENTRAL TELEGRAPH STATION: (Always Open).

TOWER CHAMBERS, MOORGATE, E.C.2.

Telegraphic Address: "Signally, Phone, LONDON."

Telephone Numbers: METropolitan { 6666 (for enquiries). 6644 (for the despatch of telegrams only)

Telex Number: METropolitan 0133 (4 lines).

BRANCH OFFICES:—	Telephone Numbers
The Baltic Exchange, Bury Street, E.C.3	METropolitan 6666
18, Old Broad Street, E.C.2	
22, Leadenhall Street, E.C.3	
Cereal House, 58, Mark Lane, E.C.3	
24, Royal Exchange, E.C.3	
The Fruit Exchange, Spitalfields Market, E.1	
Candlewick House, 116/126, Cannon Street, E.C.4	
Shorters Court, Throgmorton Street, E.C.2	LONdon Wall 4811
3-5, Charterhouse Street, E.C.1	HOLborn 4755
3, Borough High Street, S.E.1	HOP 0818
Electra House, Victoria Embankment, W.C.2	TEMple Bar 1353
41 & 42, Parliament Street, S.W.1	WHItehall 2441
Thos. Cook & Son, Ltd., Main Office, 43, Berkeley Street, W.1	MAYfair 4587
Cumberland Hotel, Marble Arch, W.1	AMBassador 1234
73, Regent Street, W.1	REGent 6244
35, Southampton Street, Strand, W.C.2	TEMple Bar 1353
Golden Cross House, Charing Cross, Strand, W.C.2	WHItehall 3696
Thames House, Millbank, S.W.1	VICtoria 7871
The Adelphi, John Street, Strand, W.C.2	TEMple Bar 1353
Grosvenor House, Enquiry Bureau, Park Lane, W.1	GROsvenor 6363

And the District Messenger Company's Offices.

PROVINCES.

	Telephone Numbers.	
Birmingham 3: Lombard House, 142, Great Charles Street	Central	8321
Bradford: 6/10, Broadway	Bradford	6007
Dundee: 46 and 50, Bell Street	Dundee	2108
Edinburgh: 42, George Street (rear block)	Edinburgh	25[illegible]
Glasgow C.1: 40, Royal Exchange Square	City	[illegible]
Hull: 76, Lowgate	Central	35811
Leeds 1: King Street Chambers, 52, Wellington Street	Leeds	21518
Leith: 64, Constitution Street	Leith	35787
Liverpool 2: India Buildings, Brunswick Street; " The Cotton Exchange; " The Fruit Exchange	Bank	5020
Manchester 2: 55, Spring Gardens	Central	3223
Newcastle: 31, Mosley Street; " Princes Buildings, 1, Queen Street	Newcastle	22321
Porthcurno (Cornwall)	St. Buryan	206
Sheffield 3: 50, The Wicker	Sheffield	20283
Southampton: South Western Chambers, 1, Canute Road	Southampton	66144

And at the Company's Wireless Stations at Bodmin, Brentwood, Bridgwater, Dorchester, Ongar, Skegness, Somerton and Tetney.

NORTHERN IRELAND—
Imperial House, 9, Donegall Square East, Belfast ... Belfast 27438

TELEX NUMBERS IN PROVINCES:

BIRMINGHAM:	LEITH:	LIVERPOOL:	MANCHESTER:	NEWCASTLE:	SHEFFIELD:
Central Telex 7370.	Telex 36054.	Bank Telex 4012.	Central Telex 5800.	Telex 23033.	Telex 23040.

It is recommended that telegrams be handed direct to the Company's Branches as above.

Receipts are given gratis for the amount charged.

Telegrams for this Company's system are also received at all Postal Telegraph Offices, but should be marked

"VIA IMPERIAL CABLE" if intended for transmission by cable, or

"VIA IMPERIAL WIRELESS" if intended for transmission by wireless. *This indication is not Charged for*

Books of Telegram Forms, Tariffs, Rules, etc., can be obtained at the Head Offices of the Company, or at any of the above-named Branches.

EIRE. (IRELAND).

DUBLIN: 67, Middle Abbey Street (Enquiry Office only) ... ... Telephone No.: Dublin 44995.

HEAD OFFICE OF THE COMPANY:—ELECTRA HOUSE, VICTORIA EMBANKMENT, LONDON, W.C.2.

Telegraphic Address: EMPIREGRAM ESTRAND. Telephone: TEMple Bar 1222

Printed in England. April, 1941.
(750)

CABLE AND WIRELESS
LIMITED

5/-153

URGENT TELEGRAM

CABLE ROUTES ——
WIRELESS ROUTES - - - -

C. & W. CENTRAL 1 JUN 41
OFFICE OF ISSUE
PASSED BY CENSOR
FULL ADDRESS ON BACK
2408

Circuit.	Clerk's Name.	Time Received.	
CARI	SANTIAGO, CHILE		NLI 6282

116

WHA926CA SGOCH 25 31 1448

NLT IRUJO 7 HOBART PLACE EATON SQUARE LN =

MINISTERIO CABLEGRAFIO EMBAJADA VICHY

AUTORIZACION ENTRADA CHILE CIAURRIZ STOP NO

COMUNICADO EMBAJADA LONDRES SI NECESARIO

CABLEGRAFIE = MENDIBIL * 7 *

L & P (c).

NO ENQUIRY RESPECTING THIS TELEGRAM CAN BE ATTENDED TO WITHOUT PRODUCTION OF THIS COPY.
REPLIES SHOULD BE HANDED IN AT ONE OF THE COMPANY'S OFFICES.

TELEGRAMS ACCEPTED FOR ALL PARTS OF THE WORLD.

(except for the following European Countries: Belgium, Luxemburg, Danzig, Denmark, Esthonia, Finland, Germany, Holland, Latvia, Lithuania, Norway, Poland and Sweden)

AND FOR SHIPS AT SEA, AT THE COMPANY'S BRANCHES:

LONDON.

CENTRAL TELEGRAPH STATION: (Always Open).

ELECTRA HOUSE, VICTORIA EMBANKMENT, W.C.2.

Telegraphic Address: "Signally, Phone, LONDON."

Telephone Numbers: TEMple Bar { 1222 (for enquiries). 8490 (for the despatch of telegrams only).

Telex Number: TEMple Bar 9644.

BRANCH OFFICES:	Telephone Numbers	
Tower Chambers, Moorgate, E.C.2	CLErkenwell	7680
The Baltic Exchange, Bury Street, E.C.3	AVEnue	5514
18, Old Broad Street, E.C.2	LONdon Wall	4270
22, Leadenhall Street, E.C.3	MANsion House	6605
Cereal House, 58, Mark Lane, E.C.3	ROYal	7837
24, Royal Exchange, E.C.3	MANsion House	7974
The Fruit Exchange, Spitalfields Market, E.1	BIShopsgate	4993
Candlewick House, 116/126, Cannon Street, E.C.4	MANsion House	9431
Shorters Court, Throgmorton Street, E.C.2	LONdon Wall	4811
3-5, Charterhouse Street, E.C.1	HOLborn	4755
3, Borough High Street, S.E.1	HOP	0818
41 & 42, Parliament Street, S.W.1	WHItehall	2441
Thos. Cook & Son, Ltd., Main Office, 43, Berkeley Street, W.1	MAYfair	4587
Cumberland Hotel, Marble Arch, W.1	AMBassador	1234
73, Regent Street, W.1	REGent	6244
Golden Cross House, Charing Cross, Strand, W.C.2	WHItehall	3696
Thames House, Millbank, S.W.1	VICtoria	7871
The Adelphi, John Street, Strand, W.C.2	TEMple Bar	1353
Grosvenor House, Enquiry Bureau, Park Lane, W.1	GROsvenor	6363

And the District Messenger Company's Offices.

PROVINCES.

		Telephone Numbers
Birmingham 3: Lombard House, 142, Great Charles Street	Central	8321
Bradford: 6 10, Broadway	Bradford	6007
Dundee: 46 and 50, Bell Street	Dundee	2108
Edinburgh: 42, George Street (rear block)	Edinburgh	25068
Glasgow C.1: 40, Royal Exchange Square	City	7761
Hull: 76, Lowgate	Central	35811
Leeds 1: 15, Infirmary Street	Leeds	21518
Liverpool 2: India Buildings, Brunswick Street; ,, The Cotton Exchange; ,, The Fruit Exchange	Bank	[illegible]
Manchester 2: 55, Spring Gardens	Central	[illegible]
Newcastle: 31, Mosley Street; ,, Princes Buildings, 1, Queen Street	Newcastle	22321
Porthcurno (Cornwall)	St. Buryan	206
Sheffield 3: 50, The Wicker	Sheffield	20283
Southampton: South Western Chambers, 1, Canute Road	Woolston	88245

And at the Company's Wireless Stations at Brentwood, Dorchester, Ongar and Somerton.

NORTHERN IRELAND—

Imperial House, 9, Donegall Square East, Belfast .. Belfast 27438

TELEX NUMBERS IN PROVINCES:

BIRMINGHAM:	LIVERPOOL:	MANCHESTER:	NEWCASTLE:	SHEFFIELD:
Central Telex 7370.	Bank Telex 4012.	Central Telex 5800.	Telex 23033.	Telex 23040.

It is recommended that telegrams be handed direct to the Company's Branches as above. Receipts are given gratis for the amount charged.

Telegrams for this Company's system are also received at all Postal Telegraph Offices, but should be marked

"VIA IMPERIAL CABLE" if intended for transmission by cable, or

"VIA IMPERIAL WIRELESS" if intended for transmission by wireless. *This indication is not Charged for.*

Books of Telegram Forms, Tariffs, Rules, etc., can be obtained at the Head Offices of the Company, or at any of the above-named Branches.

EIRE. (IRELAND).

DUBLIN: 67, Middle Abbey Street (Enquiry Office only) ... ... Telephone No.: Dublin 44995.

HEAD OFFICE OF THE COMPANY:—ELECTRA HOUSE, VICTORIA EMBANKMENT, LONDON, W.C.2.

Telegraphic Address: EMPIREGRAM ESTRAND. Telephone: TEMple Bar 1222.

112

19th August, 1940.

Charles Morgan, Esq.
Mount Stuart House,
CARDIFF.

Dear Mr. Morgan,

I have to-day handed to Mr. C.H.A. Wills a letter of introduction to you. He is completely in my confidence, and I have asked him to acquaint himself on my behalf with the working of the Company, in accordance with the instructions I have given him.

I should be obliged if you would be kind enough to accord him the same consideration as you would to me, and to give him every facility for carrying out the mission entrusted to him.

Yours sincerely,

Manuel de Irujo.

118

19th August 1940

Charles Morgan, Esq.
Mount Stuart House,
CARDIFF.

Dear Mr. Morgan,

I have to-day handed to Mr. John Wills a letter of introduction to you. He is completely in my confidence, and I have asked him to acquaint himself on my behalf with the working of the Company, in accordance with the instructions I have given him.

I should be obliged if you would be kind enough to accord him the same consideration as you would to me, and to give him every facility for carrying out the mission entrusted to him.

Yours sincerely,

Manuel de Irujo.

119

19th August, 1940.

Charles Morgan, Esq.
Mount Stuart House,
CARDIFF.

Dear Mr. Morgan,

Following my letters to you regarding the Continental Transit Company, I am writing to introduce Mr. C.H.A. Wills, who is completely in my confidence, and whom I have asked to acquaint himself on my behalf with the working of the Company, in accordance with the instructions I have given him.

I should be obliged if you would be kind enough to accord him the same consideration as you would to me, and to give him every facility for carrying out the mission entrusted to him.

Yours sincerely,

Manuel de Irujo.

120

19th August 1940

Charles Morgan, Esq.
Mount Stuart House,
CARDIFF.

Dear Mr. Morgan,

Following my letters to you regarding the Continental Transit Company, I am writing to introduce Mr. John Wills, who is completely in my confidence, and whom I have asked to acquaint himself on my behalf with the working of the Company, in accordance with the instructions I have given him.

I should be obliged if you would be kind enough to accord him the same consideration as you would to me, and to give him every facility for carrying out the mission entrusted to him.

Yours sincerely,

Manuel de Irujo.

TELEPHONES,
3980 & 3981.
TELEGRAMS,
c/o RILL, CARDIFF.

Mount Stuart House,
Cardiff.

17th August, 1940.

M. de Irujo Esq.,
c/o Basque Delegation,
7/8, Hobart Place,
Eaton Square,
LONDON. S.W. 1.

121

Dear Señor Irujo,

I am in receipt of your letter of the 15th instant with further reference to some details concerning the business of the Continental Transit Co. Ltd., but I would respectfully suggest that it would be more in order if you applied to the Company's Secretary for the information required.

Yours faithfully,

Cecil H. Morgan

122

15th August, 1940.

Charles Morgan, Esq.
Mount Stuart House,
CARDIFF.

Dear Mr. Morgan,

I am in receipt of your kind letter of the 13th, and thank you for the information it contains.

I am quite agreeable that the meeting you mention should be held, but I would prefer to attend it after having had at my disposal the details regarding the accounts which I asked from you in my last letter, and which I hope you will be good enough to sent me.

I should also be glad if you would let me know the value at which the ships have been handed over, the amount received, the figure offered for the outstanding credit and from whom the offer comes.

Would you also kindly let me know the name and address of the lawyer who is acting on behalf of and in the name of the Company in these proceedings.

Yours sincerely,

Manuel de Irujo.

Morgan

Mi querido amigo: Tengo a la vista su atenta carta de ayer, cuyos terminos e informaciones agradezco.

Me parece bien que se celebre la reunion a que alude en la suya, pero, yo preferiría concurrir a ella despues de conocer los detalles de contabilidad que pedia a Vd en mi anterior y que le agradeceré y espero me envíe.

Así bien le ruego me diga los precios por los que han sido cedidos los buques, la cantidad percibida, la cifra ofrecida por el credito pendiente, y la firma que hace la propuesta.

De igual modo me conviene conocer el nombre y direccion del abogado que, y por cuenta nombre de la sociedad, interviene en estos expedientes.

TELEPHONES,
3980 & 3981.
TELEGRAMS,
c/o RILL, CARDIFF.

123

Mount Stuart House,
Cardiff.

13th August, 1940.

M. de Irujo Esq.,
c/o Basque Delegation,
7/8, Hobart Place,
Eaton Square,
London. S.W.

Dear Mr. Irujo,

It is with pleasure I have to acknowledge receipt of your letter of yesterday, but frankly I am surprised and disappointed to learn that you have failed to obtain any vital information concerning the state or conduct of the Continental Transit Co.Ltd.

At our annual meeting it was agreed that as soon as we could liquidate the claims against the Ministry of Shipping we should proceed with the winding up of the Company. I am glad to say we have settled with the Ministry upon the value of the two steamers, and payment has been received. Under this settlement a certain sum (in accordance with Statutory Rules) representing the agreed post-war increased value of the s.s. "Emerald Wings" is retained by the Ministry in the Tonnage Replacements Account for the Company's credit, to be released to us as and when another steamer is purchased. As, however, it is the intention to liquidate the Company we have sought a buyer for this credit, but the sale or transfer of it must be approved by the Ministry of Shipping. Application was made only yesterday to them for information as to procedure and what documents are required to dispose of the matter. When this stage is completed there should be no further obstacle to the winding up of the Company and distribution of assets.

In the meantime, you will appreciate that although the Company are no longer owners of any steamers the office personnel is still required to handle the mass of detail connected with the transfer, of the Company's property to the Ministry, and also for our final liquidation. At the same time, however, I understand that considerable economy has been realised in the Company's standing charges.

For the further details to which you refer I think

M. de Irujo Esq.,
London.

13.8.40.

a meeting may be convened at which you could obtain satisfaction upon these points, and I will submit this suggestion to Mr. Ortuzar.

Agreeably with your request, I have asked the Secretary to forward you a copy of the articles of association.

With kind regards,

Yours sincerely,

Charles Morgan

124

12 de Agosto de 1940

Ch. Morgan, Esq.,
Cory's Trading Co., Mount Stuart House
CARDIFF.

Mi querido amigo,

Voy a ocupar su atención con asunto poco grato y por el cual no debiera molestar a Ud., pero su buena mistad y relaciones con nosotros, me animan a rogarle consejo y ayuda.

Me refiero a la Continental Transit, en cuya Compañia es Ud. uno de los Directores y represento yo la mayoría del capital social. Recordará Ud. las impresiones cruzadas y acuerdos aoptados en la Junta General. Desde entonces no he logrado tener mas que imprecisas noticias de la marcha de la Compañía, de la ejecución de los acuerdos adoptados, de su liquidación y demas extremos. El caracter singular del amigo Ortuzar, ha cortado mi camino. Yo he llegado hasta aquí, pero, no puedo aquietarme con este modo de tratar los asuntos. Por eso molesto su atención, con el fin de que, uniendo su condición de Director a la de amigo, me ayude. Perdoneme pues, amigo Morgan, la molestia que con ello pueda ocasionarle.

Con objeto de conocer el detalle de los varios miles de libras que salieron de caja desde primeros de año hasta la celebración de la Junta General, pedí el extracto de esa cuenta. Ortuzar se ha negado a facilitarmelo.

Al asomarme al asunto, observé que la Compañia funcionaba con un excesivo gasto de administración. No me explico para que son necesarios una oficina, empleados, viajes, gastos generales que ocupan partidas por varios miles de libras en el presupuesto de una Compañía de barcos que no tiene barcos y que liquida con deficit para mantener aquella carga.

Entiendo que, con unas libras mensuales que se dieran a otra empresa para que se cuidara de las atenciones indispensables, sería suficiente. Recordará Ud. esa misma impresión recogida de sus labios el dia de la celebración de la Junta General, cuando los dos salimos al cuarto de aseo haciendo un aparte en la junta. Son miles de libras anuales las invertidas con cargo al capital, en mantener una organización, cuyo objeto no acierto a comprender. Se adoptó a instancia mía y por sugestión del propio Ortuzar, el acuerdo de hacer una fuerte poda en ese presupuesto. Hubiera deseado saber el motivo por el que no se ha ejecutado el acuerdo, mas la actitud de Ortuzar no me deja esperanza de averiguarlo por él.

Esta es la hora en que no conozco siquiera los terminos en que aparece redactado el acuerdo de la Junta General, ni si se hicieron constar las disposiciones adoptadas en dos Juntas, Ordinaria una y Extraordinaria otra, segun se tenía dispuesto.

Fué adquirido por el Estado el ultimo barco. Se han iniciado procedimientos para cobrar el importe de los dos buques expropiados. El Sr. Ortuzar me afirmó que había percibido el importe de uno de ellos, Despues me ha dicho que tiene pendiente el cobro de los dos. Esta referencia contradictoria es la unica que ha llegado a mí.

Pero, es más: A un amigo mío le dijo que había dispuesto ya de un millón de francos, dejando entrever, aunque sin afirmarlo, que tal disposición la había adoptado con cargo a los intereses que yo represento. Posteriormente por afirmación del propio Ortuzar, aquella disposición de fondos se ha elevado a doce mil libras, que no son un millón de francos, sino mas de dos, asegurando ademas en ambos casos que los ha enviado a mi poderdante o a su apoderado general en Francia Señor Torre. Claro que, yo no creo que haya dispuesto ni de un millón de francos, ni de dos , con cargo a fondos que solo yo puedo cobrar, pues para eso recibí el poder, ni menos aun que los haya enviado a mi representado, que no los ha recibido; esto, me consta.

Pero, no deja de ser anomalo el procedimiento de ocultar al titular esas supuestas operaciones, para referirselas a sus amigos, cambiandolas de cifra y aun de lugar de giro, cada vez que las relaciona. Yo, de lo que con sus fondos haga el amigo Ortuzar, nada ten

con sus fondos haga el amigo Ortuzar, nada tengo que ver, pero con los del Sr. Ziaurriz sí. Y no estoy dispuesto a otorgar mi conformidad a disposición alguna que se realice sin mi previo y expreso conocimiento.

Existe además otro extremo que quisiera aclarar. Ortuzar, antes de ser otorgado mi Poder, habia recibido ordenes, varias veces reiteradas, de liquidar la Compañía. Para facilitarla, recibió además, como Director de la misma, tambien antes de ser autorizado el poder a mi favor, las propias acciones del Sr. Ziaurriz, firmadas en blanco al dorso. Al observar yo que tal deposito no se menciona en los antecedentes de que dispongo, deseo conocer la forma y terminos en que aparece tomada nota en la contabilidad de la Compañía. Pero, hasta ese detalle sigue vedado a mi conocimiento y continuo sin saber donde y como se custodian las propias acciones que yo represento, como sigo sin poderme explicar por que no se reune la Junta General para acordar la disolución y liquidación de la Sociedad..

He sido Consejero y letrado asesor de varias Compañías, aunque no en Inglaterra. No recuerdo un solo caso en el que, al participe que tiene la mayoría del capital social oaa su apoderado, se le hayan negado estos datos de información.

Expuesto mi problema, yo vuelvo a rogarle tenga la bondad de disponer que por la oficina se me informe de estos extremos: Extracto de caja desde primero de año, hasta ahora; reducciones que en los gastos generales se hayan hecho con posterioridad a la Junta General; precio de expropiación de los dos buques y situación del expediente de liquidación; texto de los acuerdos figurados en los libros de actas con respecto a la ultima o ultimas Juntas Generales celebradas este año; cuenta detallada del Sr. Ziaurriz; y asientos de contabilidad y situación relativos a las acciones del mismo entregadas para su deposito en caja a efectos de la liquidación de la Sociedad.

Me hago cargo de lo poco grato del tema, pero comprenderá Ud. amigo Morgan, que es preferible confiarlo al Director amigo, a que surjan otras enfadosas derivaciones.

Entre otros motivos, necesito conocer los datos de las acciones, porque habrán de ser comunicados a

la organización oficial creada para situar los valores de los extranjeros residentes en pais enemigo, - la Francia de Petain, donde segun mis informes se encuentranel Sr. Ziaurriz, no ostena aun ese caracter, pero, corre el peligro de adoptarlo cualquier día. El propio Ortuzar me ha enviado por medio de un amigo común el aviso de que me ocupe del asunto. Pero, Cómo voy a hacerlo, si no dispongo de datos? Por Por otra parte, aunque tengo motivos para creer que el Sr. Ziaurriz se encuentra junto a los puertos del Mediterraneo francés, donde se han concentrado los vascos, no puedo afirmarlo con seguridad absoluta. Pudiera suceder que viva oculto en la Francia ocupada por los Alemanes, que tiene la consideración legal de territorio enemigo, lo cual, tal vez, imponga la obligación de declararlo, haciendo constar el destino de los fondos para el pueblo vasco exilado, con el fin de que no queden congelados.

Esto ultimo voy a consultarlo con abogado ingles para proceder con acierto, pero, en todo caso, necesito conocer los datos anteriores cuyo servicio le ruego.

Con un cordial saludo,

M. de Irujo

P.S. Quiere Ud. encargar a la Oficina me envíen una copia de los Estatutos de la Compañía?

125

12 de Agosto de 1940

Ch. Morgan, Esq.,
Cory's Trading Co., Mount Stuart House
CARDIFF.

Mi querido amigo,

Voy a ocupar su atención con asunto poco grato y por el cual no debiera molestar a Ud., pero su buena mistad y relaciones con nosotros, me animan a rogarle consejo y ayuda.

Me refiero a la Continental Transit, en cuya Compañia es Ud. uno de los Directores y represento yo la mayoría del capital social. Recordará Ud. las impresiones cruzadas y acuerdos aoptados en la Junta General. Desde entonces no he logrado tener mas que imprecisas noticias de la marcha de la Compañía, de la ejecución de los acuerdos adoptados, de su liquidación y demas extremos. El caracter singular del amigo Ortuzar, ha cortado mi camino. Yo he llegado hasta aquí, pero, no puedo aquietarme con este modo de tratar los asuntos. Por eso molesto su atención, con el fin de que, uniendo su condición de Director a la de amigo, me ayude. Perdoneme pues, amigo Morgan, la molestia que con ello pueda ocasionarle.

Con objeto de conocer el detalle de los varios miles de libras que salieron de caja desde primeros de año hasta la celebración de la Junta General, pedí el extracto de esa cuenta. Ortuzar se ha negado a facilitarmelo.

Al asomarme al asunto, observé que la Compañia funcionaba con un excesivo gasto de administración. No me explico para que son necesarios una oficina, empleados, viajes, gastos generales que ocupan partidas por varios miles de libras en el presupuesto de una Compañía de barcos que no tiene barcos y que liquida con deficit para mantener aquella carga.

Entiendo que, con unas libras mensuales que se dieran a otra empresa para que se cuidara de las atenciones indispensables, sería suficiente. Recordará Ud. esa misma impresión recogida de sus labios el dia de la celebración de la Junta General, cuando los dos salimos al cuarto de aseo haciendo un aparte en la junta. Son miles de libras anuales las invertidas con cargo al capital, en mantener una organización, cuyo objeto no acierto a comprender. Se adoptó a instancia mía y por sugestión del propio Ortuzar, el acuerdo de hacer una fuerte poda en ese presupuesto. Hubiera deseado saber el motivo por el que no se ha ejecutado el acuerdo, mas la actitud de Ortuzar no me deja esperanza de averiguarlo por él.

Esta es la hora en que no conozco siquiera los terminos en que aparece redactado el acuerdo de la Junta General, ni si se hicieron constar las disposiciones adoptadas en dos Juntas, Ordinaria una y Extraordinaria otra, segun se tenía dispuesto.

Fué adquirido por el Estado el ultimo barco. Se han iniciado procedimientos para cobrar el importe de los dos buques expropiados. El Sr. Ortuzar me afirmó que había percibido el importe de uno de ellos, Despues me ha dicho que tiene pendiente el cobro de los dos. Esta referencia contradictoria es la unica que ha llegado a mí.

Pero, es más: A un amigo mío le dijo que había dispuesto ya de un millón de francos, dejando entrever, aunque sin afirmarlo, que tal disposición la había adoptado con cargo a los intereses que yo represento. Posteriormente por afirmación del propio Ortuzar, aquella disposición de fondos se ha elevado a doce mil libras, que no son un millón de francos, sino mas de dos, asegurando ademas en ambos casos que los ha enviado a mi poderdante o a su apoderado general en Francia Señor Torre. Claro que, yo no creo que haya dispuesto ni de un millón de francos, ni de dos , con cargo a fondos que solo yo puedo cobrar, pues para eso recibí el poder, ni menos aun que los haya enviado a mi representado, que no los ha recibido; esto, me consta.

Pero, no deja de ser anomalo el procedimiento de ocultar al titular esas supuestas operaciones, para referirselas a sus amigos, cambiandolas de cifra y aun de lugar de giro, cada vez que las relaciona. Yo, de lo que con sus fondos haga el amigo Ortuzar, nada ten

con sus fondos haga el amigo Ortuzar, nada tengo que ver, pero con los del Sr. Ziaurriz sí. Y no estoy dispuesto a otorgar mi conformidad a disposición alguna que se realice sin mi previo y expreso conocimiento.

Existe además otro extremo que quisiera aclarar. Ortuzar, antes de ser otorgado mi Poder, habia recibido ordenes, varias veces reiteradas, de liquidar la Compañía. Para facilitarla, recibió además, como Director de la misma, tambien antes de ser autorizado el poder a mi favor, las propias acciones del Sr. Ziaurriz, firmadas en blanco al dorso. Al observar yo que tal deposito no se menciona en los antecedentes de que dispongo, deseo conocer la forma y terminos en que aparece tomada nota en la contabilidad de la Compañía. Pero, hasta ese detalle sigue vedado a mi conocimiento y continuo sin saber donde y como se custodian las propias acciones que yo represento, como sigo sin poderme explicar por que no se reune la Junta General para acordar la disolución y liquidación de la Sociedad..

He sido Consejero y letrado asesor de varias Compañías, aunque no en Inglaterra. No recuerdo un solo caso en el que, al participe que tiene la mayoría del capital social oaa su apoderado, se le hayan negado estos datos de información.

Expuesto mi problema, yo vuelvo a rogarle tenga la bondad de disponer que por la oficina se me informe de estos extremos: Extracto de caja desde primero de año, hasta ahora; reducciones que en los gastos generales se hayan hecho con posterioridad a la Junta General; precio de expropiación de los dos buques y situación del expediente de liquidación; texto de los acuerdos figurados en los libros de actas con respecto a la ultima o ultimas Juntas Generales celebradas este año; cuenta detallada del Sr. Ziaurriz; y asientos de contabilidad y situación relativos a las acciones del mismo entregadas para su deposito en caja a efectos de la liquidación de la Sociedad.

Me hago cargo de lo poco grato del tema, pero comprenderá Ud. amigo Morgan, que es preferible confiarlo al Director amigo, a que surjan otras enfadosas derivaciones.

Entre otros motivos, necesito conocer los datos de las acciones, porque habrán de ser comunicados a

la organización oficial creada para situar los valores de los extranjeros residentes en pais enemigo, - la Francia de Petain, donde segun mis informes se encuentranel Sr. Ziaurriz, no ostena aun ese caracter, pero, corre el peligro de adoptarlo cualquier día. El propio Ortuzar me ha enviado por medio de un amigo común el aviso de que me ocupe del asunto. Pero, Cómo voy a hacerlo, si no dispongo de datos? Por Por otra parte, aunque tengo motivos para creer que el Sr. Ziaurriz se encuentra junto a los puertos del Mediterraneo francés, donde se han concentrado los vascos, no puedo afirmarlo con seguridad absoluta. Pudiera suceder que viva oculto en la Francia ocupada por los Alemanes, que tiene la consideración legal de territorio enemigo, lo cual, tal vez, imponga la obligación de declararlo, haciendo constar el destino de los fondos para el pueblo vasco exilado, con el fin de que no queden congelados.

Esto ultimo voy a consultarlo con abogado ingles para proceder con acierto, pero, en todo caso, necesito conocer los datos anteriores cuyo servicio le ruego.

Con un cordial saludo,

M. de Irujo

P.S. Quiere Ud. encargar a la Oficina me envíen una copia de los Estatutos de la Compañía?

Continental

126

25th June, 1941.

Messrs. McDonald & Rees,
11 Dumfries Place,
CARDIFF.

Dear Sirs,

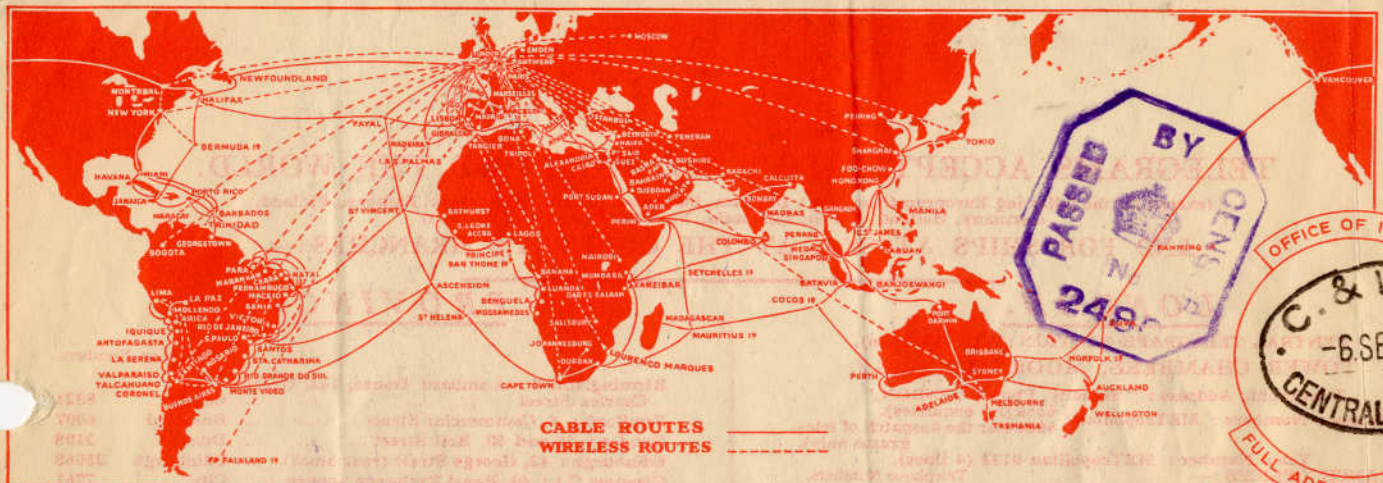
I now have the pleasure to enclose my cheque for £16.9.7. in payment of the attached account, and should be glad to have your receipt in due course.

Yours faithfully,

Printed in England. Sept. 1938.

CABLE AND WIRELESS
LIMITED.

(5/-154)
-154A



CABLE ROUTES ———
WIRELESS ROUTES - - - - -

PASSED BY CENSOR 2485

OFFICE OF ISSUE
C. & W. LTD.
-6 SEP 40
CENTRAL STATION
FULL ADDRESS ON BACK.

Circuit.	Clerk's Name.	Time Received.	A.
YVRWHBT44			NLT 5832

LMK38 CARACAS 26 5TH 857PM

=NLT= IRUJO 7 HOBART PLACE EATON SQUARE LONDON

OPINION URTANTEA JESUS DESIST ACTION KOLDO COUNSEL YOU DEMAND

MARINO BALANCE 19500 ASPOROSA LENDAKARIS SISTER DIEDS PANNE

OLAZABAL

127

Ultimar ha debido informar a donde que lo ha elevado al Hyparlo

The first line of this Telegram contains the following particulars in the order named:—
Prefix Letters and Number of Message, Office of Origin, Number of Words, Date, Time handed in and Official instructions—if any.

(c).

NO ENQUIRY RESPECTING THIS TELEGRAM CAN BE ATTENDED TO WITHOUT PRODUCTION OF THIS COPY.
REPLIES SHOULD BE HANDED IN AT ONE OF THE COMPANY'S OFFICES.

TELEGRAMS ACCEPTED FOR ALL PARTS OF THE WORLD.

(except for the following European Countries: Belgium, Luxemburg, Danzig, Denmark, Esthonia, Finland, Germany, Holland, Latvia, Lithuania, Norway, Poland and Sweden)

AND FOR SHIPS AT SEA, AT THE COMPANY'S BRANCHES:—

LONDON.

CENTRAL TELEGRAPH STATION: (Always Open).

TOWER CHAMBERS, MOORGATE, E.C.2.

Telegraphic Address: "Signally, Phone, LONDON."

Telephone Numbers: METropolitan { 6666 (for enquiries). 6644 (for the despatch of telegrams only).

Telex Number: METropolitan 0133 (4 lines).

BRANCH OFFICES:—	Telephone Numbers.
The Baltic Exchange, Bury Street, E.C.3 ...	METropolitan 6666
18, Old Broad Street, E.C.2	METropolitan 6666
22, Leadenhall Street, E.C.3	METropolitan 6666
Cereal House, 58, Mark Lane, E.C.3	METropolitan 6666
24, Royal Exchange, E.C.3	METropolitan 6666
The Fruit Exchange, Spitalfields Market, E.1	METropolitan 6666
Candlewick House, 116/126, Cannon Street, E.C.4	METropolitan 6666
Shorters Court, Throgmorton Street, E.C.2 ...	LONdon Wall 4811
3-5, Charterhouse Street, E.C.1	HOLborn 4755
3, Borough High Street, S.E.1	HOP 0818
Electra House, Victoria Embankment, W.C.2	TEMple Bar 1353
41 & 42, Parliament Street, S.W.1	WHItehall 2441
Thos. Cook & Son, Ltd., Main Office, 43, Berkeley Street, W.1	MAYfair 4587
Cumberland Hotel, Marble Arch, W.1	AMBassador 1234
20, Swallow Street, W.1	REGent 6244
35, Southampton Street, Strand, W.C.2	TEMple Bar 1353
Golden Cross House, Charing Cross, Strand, W.C.2	WHItehall 3696
Thames House, Millbank, S.W.1	VICtoria 7871

And the District Messenger Company's Offices.

PROVINCES.

	Telephone Numbers.	
Birmingham 3: Lombard House, 142, Great Charles Street	Central	8321
Bradford: 4, Commercial Street	Bradford	6007
Dundee: 46 and 50, Bell Street	Dundee	2108
Edinburgh: 42, George Street (rear block) ...	Edinburgh	25068
Glasgow C.1: 40, Royal Exchange Square ...	City	7761
Hull: 76, Lowgate	Central	35811
Leeds 1: King Street Chambers, 52, Wellington Street	Leeds	21518
Leith: 64, Constitution Street	Leith	35787
Liverpool 2: India Buildings, Brunswick Street	Bank	5020
" The Cotton Exchange	Bank	5020
" The Fruit Exchange	Bank	5020
Manchester 2: 55, Spring Gardens	Central	3223
Newcastle: 31, Mosley Street	Newcastle	22321
" Princes Buildings, 1, Queen Street	Newcastle	22321
Porthcurno (Cornwall)	St. Buryan	6
Sheffield 3: 50, The Wicker	Sheffield	20283
Southampton: South Western Chambers, 1, Canute Road	Southampton	3026

And at the Company's Wireless Stations at Bodmin, Brentwood, Bridgwater, Carnarvon, Dorchester, Grimsby, Ongar, Skegness and Somerton.

TELEX NUMBERS IN PROVINCES:

BIRMINGHAM:	LEITH:	LIVERPOOL:	MANCHESTER:	NEWCASTLE:	SHEFFIELD:
Central Telex 7370.	Telex 36054.	Bank Telex 4012.	Central Telex 5800.	Telex 23033.	Telex 23040.

It is recommended that telegrams be handed direct to the Company's Branches as above. Receipts are given gratis for the amount charged.

Telegrams for this Company's system are also received at all Postal Telegraph Offices, but should be marked

"VIA IMPERIAL CABLE" if intended for transmission by cable, or

"VIA IMPERIAL WIRELESS" if intended for transmission by wireless. *This indication is not Charged for.*

TELEGRAPHIC ADDRESSES REGISTERED FREE OF COST.

Books of Telegram Forms, Tariffs, Rules, etc., can be obtained at the Head Offices of the Company, or at any of the above-named Branches.

EIRE. (IRELAND).

DUBLIN: 67, Middle Abbey Street (Enquiry Office only) ... ... Telephone No.: Dublin 44995.

HEAD OFFICE OF THE COMPANY:—ELECTRA HOUSE, VICTORIA EMBANKMENT, LONDON, W.C.2.

Telegraphic Address: EMPIREGRAM ESTRAND. Telephone: TEMple Bar 1222.

á Juan Olazabal 23 Agosto 1940 — Carpeta Cont. Transit 128

CREDITO DE ORTUZAR - Ortuzar es director de la Continental Transit. Yo fuí nombrado apoderado, segun confidencial indicación de Torre, para lograr llegar la compañía a la liquidación, operación a la que Ortuzar no se negaba nunca, pero para llegar a la cual, encontraba siempre suficientes obstaculos. Los cobros se hacían dificilísimos. Era preciso un esfuerzo ingente para lograr percibir algo de los fondos que correspondían al accionista. Alberro, que llevaba este asunto - muy insatisfecho de Luis y su conducta - quedó captado por el avance alemán. Despues aconteció lo propio con Torre y el Gobierno. Al llegar a Londres los burukides, Ortuzar les dijo de primeras que las acciones eran personales suyas: Que Torre había estipulado con él la norma - que Gamarra conocía - de que, pudiera comprarlas Ortuzar si le convenía, en cuya virtud las ha adquirido, de lo cual, "tiene en su poder - asi afirmo - los correspondientes recibos de pago". Despues de mucho disputar, se avino Luis a que las acciones no eran suyas, sino "del Partido." Cuando los burukides, encantados con esta posición que ponía en sus manos el caudal, hacían supuestos sobre ella, afirmó que, tampoco eran del Partido, sino "de Secours aux Refugies, cuyo Presidente es Ziaurriz, al que rendirá cuentas cuando llegue a Londres." Había enviado - afirmo - un millón de francos a Torre. Discutido el asunto, resultó que no era un millón, sino doce mil libras. Algo moscas los burukides, con la variación de la cifra, le preguntaron donde las había enviado y contestó primero a Marsella, despues a Caracas, mas tarde a Paris. Por carta posterior cruzada con no se quien, que les mostró, parecia resultar tratarse de un envío bastante anterior, no se ni de quien, ni a nombre de quien, pero, desde luego, no a nombre de Torre. En cuanto a la liquidación de la Compañía, la primera posición de Luis fué de intransigente oposición. Yo pregunté a Morgan, en vista de que Luis se negaba a darme datos - yo soy un simple "testaferro", puesto a sus ordenes - por los antecedentes. Hemos averiguado que ha cobrado el importe de los barcos en metalico, excepto un credito, importe de la plus valía, que es preciso negociar en lamina. Despues de conocer yo estos datos proporcionados por Morgan, parece que Luis se presta a la disolución y liquidación, a condición de que él siga manejando los fondos, los cuales, piensa invertir en una formidable empresa financiera, que tiene ya en gestión, con gentes de mucha altura económica, por lo cual, adquiere barcos panameños, que luego vende ganando el cien por cien en seis meses. Pidió informes de la solveicia moral de Garate, para "poner a su nombre un barco". Porque "gastar el capital significaría quedarse sin nada al poco tiempo." "Hay que obtener buen interés y vivir de él." Los burukides tomaron en consideración estas buenas razones. Como el apoderado, hombre humilde y algo escamado, trata de liquidar, sin colocar el metalico en negocios que pueden parecerse bastante al timo de las misas, la posición de Luis es la de estar dispuesto a todo, menos a que aquel agarre los cuartos. La primera impresión de los burukides, despues que desapareció el cuadro deslumbrante, fué la de que Luis habia negociado los títulos. Así me lo dijo Gamarra, el peor pensado de los tres, como buen alaves. Negociación "oficial" creo que no existe. Tengo tomadas medidas suficientes para poder suponerlo así. Negociación "confidencial," eso es dificil evitarlo. El tiene los títulos firmados en blanco por Dorota y ni por casualidad manifiesta donde, con qué garantías, cómo, etc. Cuando yo escribí a Morgan, Luis llamó apresuradamente a los burukides: "Ese Irujo es un atropellado. Ha llevado el asunto al abogado. Va a los Tribunales. Ya está dado el escandalo, Y...". No había tal, sino una de tantas confusiones que servían para distraer a los burukides. Morgan me contestó a una segunda carta, que era preferible pasara por las oficinas y tomara nota de cuantos extremos me interesaban. Yo envié a un inglés, conocedor de negocios navieros, hombre de mi absoluta confianza. Luis volvio a llamar a los burukides. Habia yo nombrado un contador oficial. La catastrofe era inminente. Tras el contador iría el juez. Todo se lo llevaría la trampa. Por segunda vez, los burukides aceptaron el supuesto. Tambien se convencieron del ardid. Así vivimos. Cada día un ardid nuevo. Entre tanto, los cuartos ... en poder de Luis, Y este, designado por los ausentes, a los que rendirá cuentas ... cuando vengan a Londres.

Aparte otras incidencias sin mayor importancia, me encuentro con que, Morgan, hablando en confianza con el inglés, le dice que, no parece coas clara de quien sean las acciones ... Este es el colofón de unas relaciones, en las cuales jugaban como elementos de estimación un estampado de esmalte ofrecido a ..., unas comidas opíparas a ..., cien libras para los presos, que Endara recibía con verdadera fruición y agradecimiento hacia el benefactor, otras que Jemein administraba en un concurso para premiar la alocución mas separatista y antiespañola, tantas entragadas a los burukides que leegaron a Londres .... y fuertes detonaciones contra la subsistencia del Gobieron: ¿qué es de Gobierno? ¡No hay más Gobierno que el E.B.B.! Entre tanto, siguen en función una compañia de Barcos, que no tiene barcos; liquida sus ejercicios con deficit, satisfecho a costa del capital, porque no gana; en sueldos, viajes, oficinas y gastos generales, son invertidas varias miles de libras; y ahora, con el fin de que no se agote el capital, va a ser colocado en un pingue negocio, mejor aun que el que se liquida, en el que, de los fondos que Uds. administraban salieron £55.000 y hasta el presente han vuelto a fuerza de juramentos, £40,000. Era curioso: los Directores me negaban su firma para poder autorizar ante el Banco de Inglaterra el expediente para remitir fondos; y Luis, omnipotente, lo arreglaba. Luego se hacía la reflexión: "Buena diferencia. Marino quedándose con los cuartos." Tal Luis salvando la situación. Este es el patriota y, el hombre". ~~Este~~ es el cuadro, no obstante el cual, este cura, espera hacer efectivos los ochavos que queden, llegando hasta donde sea preciso, contando diez antes de enfadarse y despreciando olimpicamente el tentador negocio de hacer de un duro, dos, que Luis ofrece; porque, como repite Luis con donaire: ¿Que sé yo de negocios?"

OFICINA DE JOSHE MARI- Hemos propuesto reanudarla aquí. Pedimos como precio la realización del programa de Sabino. Cuando la propuesta está siendo considerada, se ha interpuesto Luis, ofreciendo iguales trabajos sin compensación alguna. Los burukides siguen relaciones con él. Les hemos expuesto con meridiana claridad, las funestas consecuencias que podrían sobrevenir de aceptar los términos en que aquel plantea su negocio. Sospechamos que trate de pagar con este servicio ciertas asistencias que necesita en orden mercantil para sus asuntos. Solamente la doble proposición tiene ya una traducción que no ha de pasar desapercibida a Ud. ¡Cuanto me gustaría tenerlo a Ud. cerca para poderle decir lo que hay tras de lo nuestro y lo que sospecho se esconde en lo suyo! No es facil adivinarlo a distancia. Y las repercusiones .... ¡pueden ser tan hondas!

JARE - Hemos llegado a un pacto con los catalanes. A ninguno de ambos nos interesa participar en el JARE, si no hay concierto económico. He pedido este al Sr. Prieto. Espero su respuesta. He prevenido al Sr. Belausteguigoitia. Este se encuentra en cordiales relaciones con el representante catalan Sr. Andreu

OLAZABAL
APARTADO 1129
CARACAS
VENEZUELA

129

SEGUN INFORMACIONES BURUKIDES LUIS HA PIGNORADO EN PROVECHO PROPIO ACCIONES DOROTA DEL QUE TENGO PODER NOTARIAL stop CONVIENE SUSPENDA CORRESPONDENCIA O EN OTRO CASO TENGA PRESENTE FEACONDUCTA stop ESPERO PODER ATENDER PETICIONES URTANTEA

IRUJO
Agosto 12-1940

130

OLAZABAL
APARTADO 1129
CARACAS

DIGAME SI LUIS SITUO DOS MILLONES FRANCOS SU

DISPOSICION PARA TORRE

IRUJO

Agosto 9-1940

SOLD BY CROWTHER & GOODMAN, 124, FENCHURCH ST., LONDON, E.C. 3.

No

11th June 1940

131

Received

of M. Manuel de Irujo

the sum of Two thousand, eight hundred, and ninety pounds, for account of Don Eleodoro de la Torre.

£ 2890 — — /

TELEPHONE:
AVENUE 3781/3782.

ANGUS HOUSE,
7/8, BURY STREET,
LONDON, E.C.3.

11th June, 1940.

132

M. Manuel de Irujo,
Basque Delegation,
14, Eccleston Square,
S.W.1.

Dear M. Irujo,

I thank you for your letter of yesterday's date enclosing cheque value £2890.0.0. for account of Don Eliodoro de la Torre, and as desired hand you herewith formal receipt.

Yours faithfully,

M. Olivier.

Encl.

REDHILL, 13 de Febrero de 1.941

Sr. Don Luís de Ortuzar.
The Dorchester Hotel.
LONDON.-

133

Compatriota, agur:

El Sr. Onaindia nos ha hecho una relación detallada de su viaje a Ilfracombe, señalándonos los pormenores de su entrevista con usted. Aun cuando usted haya manifestado taxativamente que no está dispuesto a oir proposición alguna relacionada con la liquidación de la Continental Transit, nuestro sentido de responsabilidad nos obliga a extrema y agotar todos los medios a nuestro alcance, si de evitar perjuicios al interés nacional se trata. Le rogamos pues, preste a estas líneas la atención que el caso requiere.

Sin discutir en este momento el fondo del problema, si queremos consignar que a nosotros nos interesa y preocupa de modo principal la subsistencia de las entidades oficiales vascas, y como usted sabe, los únicos medios que podemos contar para el mantenimiento de la vida vasca son los que resulten de la liquidación de la Cia. Estos caudales no pueden tener otro fin esencial, que el del bien público de Euzkadi.

Siempre, en el transcurso de este pleito hemos recomendado a usted y al Sr. Irujo la evitación de todo acto que pueda redundar en perjuicio del interés general de Euzkadi, y en esta ocasión antes de iniciar una gestión a fondo, cerca del Sr. Irujo, precisamos que como cuestión previa nos haga usted la manifestación concreta, de si en sus proyectos está presente el propósito de sostener el presupuesto del Consejo Nacional Vasco.

En la respuesta que usted nos ha dado, por medio de don Alberto, no se hace una referencia clara sobre este punto tan importante, y no sabemos si después de liquidada la C.T., en la forma que usted propone, habrían de seguir desatendidas las obligaciones que pesan sobre los organismos oficiales vascos.

Quisiéramos tener una contestación de usted sobre este particular, para ponernos inmediatamente al habla con

Sr. Don Luís de Ortuzar.- Dia 13 de Febrero de 1.941.

---

don Manuel de Irujo, y apoyaremos, como siempre, todo acuerdo que no suponga menoscabo del prestigio de instituciones ó personas, y que nos asegure la continuacion de la vida política de Euzkadi en el exterior.

Hacemos un llamamiento muy especial a su patriotismo, y le pedimos con toda suerte de encarecimientos reconsidere los términos de esta nueva invitación, que le hacemos para llegar a términos de mejor armonía, que en definitiva solo redundará en beneficio de nuestra Euzkadi. Este Consejo Supremo le pide, que teniendo en cuenta los perjuicios que pueden originarse en las incidencias de este problema, sólo se deje guiar de los dictados de su patriotismo.

Le saludan con todo afecto.

EUZKADI-Buru-Batzarra.

(Elias de Etxebarria).

Archivar en E. B. B.

EUZKADI BURU BATZARRA

Redhill, 8nde Octubre de 1940

Sr. Don Luis de Ortuzar,
Mount Hotel
ILFRACOMBE.

134

Estimado compatriota,

A su debido tiempo recibimos su carta del 27 de septiembre, cuya contestación hemos demorado por estimar que era mucho mas urgente el comunicarle la información recibida de Agustin de Alberro, cuyos extremos encierran tanta gravedad y pueden traer tan desagradables consecuencias. Aprovechamos esta carta, para insistirle de nuevo en ese punto, pues hemos de advertir que las actividades de nuestros competidores son dirigidoas por una Comisión especial, que se designa con el nombre de Comité Español de recuperación.

Y volviendo con toda brevedad a los particulares de nuestra interrumpida correspondencia, tenemos que rechazar plenamente el primer párrafo de su carta citada de 27 de Septiembre, donde usted pretende calificar como "amenaza" la nuestra del dia 21 del mismo mes. No existe amenaza por parte de este Consejo, porque en toda nuestra correspondencia, hemos evitado escrupulosamente toda palabra que pudiera resultar molesta. Cuando nos dirigimos a nuestros afiliados lo hemos hecho siempre en terminos de la maz exquisita corrección, y sobre todo, si una autoridad dentro de su función, trata de corregir una indisciplina o de ejecutar un acuerdo utilizadndo los recursos morales o xeercitivos que se desprenden de los reglamentos correspondientes, esa autoridad no comete la acción de amenazar. Lo que el E.B.B. le ha anunciado a usted formación de un raport sobre lo ocurrido, y, adopción en su día de las medidas correspondientes no tiene otro nombre, que el de "ejercicio de la autoridad del E.B.B.".

Porque lo ocurrido simplemente no es otra cosa, sino que usted en contradición con sus propias manifestaciones se niega a ir a la liquidación de la Continental; se niega usted a disolver la compañia, a pesar de que su actitud perjudica los intereses del Sr. Torre, segun su carta del dia 22 de Agosto "pues (con la liquidación), nos ahorramos unas 2.000 libras de impuestos"; porque esta actitud de usted no es muy consecuente con sus manifestaciones de sumisión al Partido, ni con su deseo literario de hacer valer nuestra autoridad, ha de ser juzgada algun día.

Nosotros no hemos logrado desgraciadamente que usted acepte nuestras indicaciones que no perjudicaban ni los intereses del Sr. Torre, ni los de nadie. No quiere usted cumplir

nuestras disposiones y con ello sufre grave quebranto la posibilidad del buen acuerdo entre los pocos patriotas que viven en Inglaterra. Su actitud puede ocasionar perjuicios considerables si a resultas de todo, quedaran mermadas o imposibilitadas las actividades del G. Vasco en el exterior. Las consecuencias que puedan derivarse de la actitud de usted serán exclusivamente imputados a su responsabilidad.

Con esta fecha hemos comunicado a Don Manuel de Irujo el resultado negativo de nuestra gestión. Lamentamos muchisimo el pobre resultado de nuestra intervención, que usted califica de "desagradable y tendenciosa", concepto el último que quisieramos ver rectificado.

Sin otro particular, le saludan sus s. s. en JEL

Euzkadi-Buru-Batzarra

Elias de Etxebería.

E.B.B.

LUIS DE ORTUZAR
LONDON

Ilfracombe 27 de Septiembre de 1.940

Srs. Arredondo, Gamarra y Echeverria
del E.B.B.
Ascensión House.
Redhill.

135

Agur,

He recibido su carta del 21 de crte. y siento muy mucho la amenaza que en la misma me hacen, lo siento de veras y no por mi.

Nunca he aceptado amenazas de nadie y en su dia se darán Vds. cuenta de su torpeza.

Por mi parte doy por terminada esta correspondencia desagradebel y tendenciosa por parte de Vds.

Ahora bien, tomo buena nota de lo disciplinadito que les ha salido a ultima hora el Sr. Irujo, y Vds. me dirán a quien quieren Vds. que se lo cuente. Se han olvidado Vds. que yo he estado presente en una entrevista entre Vds. y el Sr. Irujo y pude presenciar el trato que este Sr. les daba? - Se han olvidado Vds. de que cuando yo les indiqué, que para bien de los intereses que a mi se me habian confiado, era imprescindible le ordenaran Vds. al Sr. Irujo que se retirara, pues lo único que conseguiría con su intervención, sería perder tiempo, dinero y entorpecer mis gestiones, se pasaron Vds. toda una tarde para convencerle de no poner el asunto en manos de sus abogados y hicieron Vds. el ridiculo? Esto me lo dijeron Vds. mismos.

Ahora resulta que el Sr. Irujo va a obedecer sus ordenes, si: Despues de que yo no le he hecho caso alguno y di orden de que se le prohibiera la entrada en mi oficina a un tal Mr. Wills que se presentó como apoderado del Sr. Irujo. Despues de que los abogados de mi compañía han contestado debidamente a los abogados del Sr. Irujo. Despues de mi contestación a los abogados del Sr. Irujo, Despues de los telegramas que el Sr. E. de la Torre le ha cursado y él ha recibido. Ahora, que se ha dado cuenta que ha hecho el ridiculo, ahora "todo por la disciplina".

Que queja pueden Vds. tener contra mi? Yo les recibí a Vds. en Londres aun mejor que lo que me pude permitir con el Sr. E. de la Torre, Sr. Leizaola o con el mismo Presidente Doctor Ziaurriz. Yo les he querido rodear a Vds. de lo que se merecen los miembros de un E.B.B. y me han oido Vds. rodearles de tdda la auto-

ridad deseada. Si yo les he pedido a Vds. que traten de convencer al Sr. Irujo, no ha sido más y Vds. lo saben que para evitar graves perjuicios a los intereses que se me han enmendado. Yo les dije a Vds. que pisaba terreno muy firme y que pese a quien pese, yo cumpliria con mi deber.

Y Vds. que han hecho? examinen su correspondencia y será más facil ver lo que Vds. no han hecho.

Y ahora osan Vds. amenazarme a mi !!!

Firmado
Luis de Ortuzar

5

136

Redhill, 21 de septiembre de 1.940

Sr. Don Luis de Ortuzar.
Hotel Ilfracombe.
Ilfracombe.-

Estimado compatriota, agur:

Contestando los terminos de su carta de 10 de septiembre actual, que se ha recibido con gran retraso, tenemos que manifestarle lo que sigue.

La intervencion de este consejo Supremo en los asuntos de la Continental se fundamenta en razones de la mas alta responsabilidad y queno son desconocidas de usted: El P.N.V. en este momento, tiene pleno derecho a conocer los fondos del Gobierno de Euzkadi; nos corresponde velar de un modo extraordinario por tales intereses, no sbo por las razones que se derivan de la situacion preeminente del Partido dentro del Gobierno, sino porque ademas en las actuales circunstancias puede cabernos como partido una responsabilidad politica, muy directa, por ser, en definitiva don Eliodoro de la Torre en funciones de Consejero de Hacienda, nuestro representante; nos obliga especialmente a tomar cartas en este asunto el hecho de que por las razones que fueren don Doroteo de Ziaurritz, presidente del Partido, es el accionista principal de la Compania; intervenimos porque no podemos permanecer impasibles ante las diferencias ocurridas entre usted y el senor Irujo, ambos patriotas y en el desempeno de funciones politicas de responsabilidad para el Partido; finalmente, era inexcusable nuestra intervencion en el momento en que las dos partes, usted y el senor Irujo, la solicitaron.

Los acuerdos adoptados por este Consejo y que se le comunicaron a usted el 5 de los corrientes tienen su base en la misma naturaleza de los fondos invertidos en la Continental; en ordenes recibidas del propio senor de la Torre; en el informe que usted nos envio el 22 de agosto pasado, exponiendonos las razones economicas que obligaban a la disolucion y liquidacion de la compania. En la manifestacion verbal y espontanea que usted nos hizo de estar dispuesto a proceder a la liquidacion y entrega de cuentas a este E.B.B.; en el interes que tenemos de evitar los quebrantos y perjuicio de toda indole, incluso los personales, quepueden derivarse de una intervencion judicial; en las normas seguidas siempre por el Partido cuando los asuntos entre afiliados se mezclaban diferencias de caracter personal.

Por todo ello, hoy de nuevo, tenemos que ratificar plenamente nuestros acuerdos y en su consecuencia mantenemos integra la comunicacion de este E.B.B. del dia 5 de lós corrientes. Estos acuerdos que usted titula de evasivos, recogen en realidad los terminos fundamentales de la cuestion, que usted en resumidas cuentas venia a fijar en dos puntos fundamentales: liquidacion de la compania y no intervencion (judicial) del Sr. Irujo.

Tenemos que comunicarle ta;bien que don Manuel de Irujo con fecha 1o de septiembre corriente nos ha dado su conformidad y se somete plenamente a laejecucion de nuestras disposiciones. Por esta circunstancia, los terminos de su carta de usted, de 10 de septiembre: "Veo claramente que no tienen ustedes la autoridad necesaria para dar la solucion a este asunto..." solo tienen la interpretacion logica, de que es exclusivamente de su parte, de la parte de don Luis de Ortuzar, de donde proceden los inconvenientes que pueden impedir el que se lleve a cumplimiento la resolucion adoptada por este Consejo Supremo

Tambien tenemos que rechazar su afirmacion : "Yo sigo al pie de la letra las instrucciones recibidas del Sr. de la Torre y confirmadas recientemente..." porque nos consta, y de ello tenemos prueba documental que en repetidas ocasiones lo que don Eliodoro de la Torre ha ordenado a usted, es que proceda de comun acuerdo con D. Manuel de Irujo, para la mejor defensa de los intereses que tienen entre manos, y en este punto, a fuerza de ser sinceros con un afiliado nuestro, tenemos que decirle que toda la correspondencia que E.B.B. ha recibido de don Luis de Ortuzar es una total contradicion con tales mandatos.

Finalmente, en su repetida del 10 de setiembre, quiere usted senalar al E.B.B. las normas a que habria de ajustar su actuacion en este asunto de la continental y de las diferencias entre el Sr. Irujo y usted, Segun su carta, nuestra obligacion pura y simple debia consistir en apiyar a una de la partes para desautorizar a la contraria; y esto no es posible, porque E.B.B. tiene que tomar sus decisiones con mayor alteza de miras.

El E.B.B. no puede entrar en ningun genero de polemicas, y despues de ratificar los acuerdos que le fueron comunicados el dia 5 del actual, no nos queda otra cosa mas que manifestarle que por nuestra parte redactaremos un informe de lo ocurrido, paraponerlo en conocimiento del Sr. Torre, y en su dia adoptaremos las determinaciones que creamos convenientes al caso, si usted continua manteniendo su posicion de hoy.

Le saludan atentamente.

E.B.B. Elias de Echeverria.

4

137

Copia.-

Londres 10 de septiembre de 1.940

Sres. Euzkadi-Buru-Batzarra
Ascension House.
Redhill.-

Sres. Arredondo, Echeverria y Gamarra.-

Agur:

Acuso recibo a su atenta carta del 5 del corriente y siento la forma evasiva de la misma a los distintos puntos expuestos a usedes en mi correspondencia anterior y que hoy una vez mas confirmo.

Asunto Irujo.- Veo claramente que no tienen ustedes la autoridad necesaria para dar la solucion a este asunto, y solo me queda poner en su conocimiento que la desdichosa intervencion del Sr. Irujo en los asuntos de la Continental Transit Co. Ltd, aparte de las molestias que nos esta causando a los directores, va a lesionar gravemente los intereses que claramente dije a Vds. en mi anterior me fueron encomendados y debieran ser para ustedes tan sagrados como lo son para mi.

Es inutil que las instrucciones queyo tengo y he recibido recientemente del Sr. de la Torre sean por cualquier motivo modificas manana, yo sigo al pie de la letra las instrucciones recibidas del Sr. de la Torre y confirmadas recientemente. Vds. no me han creido o no me han querido creer asi, pues la responsabilidad cae sobre los que han entropecido mi actuacion en esta y sobre los que no la han apoyado cual era su obligacion.

Asunto servicio.- Vds. de este asunto, claro esta, no me han comunicado nada en absoluto, yo lo siento pero no creo que es correcto.

Ayuda a los vascos en Francia.- En este asunto me reservo una contestacion definitiva en su dia, bien sea de exito o de fracaso pero voy a contestar a parte de loque bajo el titulo "medios de salida para los vascos residentes en Francia", dicen ustedes en su atenta carta.-

En mi carta del 22 de agosto ultimo digo a ustedes: yo he ideado el asunto, yo voy a hacerlo.... voy a tener toda la ayuda que me va a hacer falta, si sale sera un exito para mi y sino sere yo el unico que se mira al hoy. Por lo tanto que

quede bien claro que yo no les he pedido a ustedes nada, nada en absoluto, y que por lo tanto nada, nada en absoluto, van a perder ustedes.

Yo de este asunto les dije que no debiera ni de haberles hablado a ustedes para nada, y ahora me vienen ustdes con una extensa carta llena de literatura y sin concretar nada, hablando dela posibilidad de perder el Capital. El de quien?. no sera el Vds? Centralizar las iniciativas! Las de quien y para que.? Para llevarlas a la Delegacion del Gobierno Vasco para que el Sr. Irujo diga y explique que en la Delegacion hay otra mejor, y luego no haya nada?. Para que duerman el sueno de los Justos como la cuestion sel servicio?. Que hay otros proyectos; Si es cierto, conozco todo lo que ha hecho el Sr. Negrin y lo que el quiere hacer y algo mas, y se bastante de lo que Prieto esta haciendo, pero de lo queno he podido averiguar nada, nada en absoluto es de lo que la Delegacion esta haciendo, y en honor a la verdad, tampoco de lo que ese E.B.B. hace, -celebro la reserva en la actuacion y les deseo exito.-

Tomo nota de que el burukide don Elias de Echeverria y Otaola es la persona a nombre de la cual debe depositarse el importe total que resulte de la liqui acion de la Compania, y yo sin comentario de ninguna clase me permito aconsejar a ustedes, de no escribir este tipo de cartas .

Agur.

Luis de Ortuzar- Rubricado.-

COPIA.

3

138

Euzkadi-Buru-Batzarra.

Aseension House.
6m White Post Hill.
REDHILL.- (Surrey)

5 de septiembre de 1.940

Sr. Don Luis de Ortuzar.
Hotel Ilfracombe.
ILFRACOMBE.-

Muy estimado compatriota, agur:

Hemos recibido su atta. de 2 de los corrientes que deseamos contestar en los unicos terminos que corresponden a nuestra autoridad y al deseo que tenemos de no perjudicar ningun genero de intereses, pues estimamos en mucho su credito personal y lo que representa laparticipacion del Sr. Torre en la CONTINENTAL, cosas ambas, por las que Vd. solicita nuestra intervencion.

Su escrito anterior del 22 de agosto ha sido examinado por nuestra parte con gran interes y si bien no hemos correspondido a sus terminos con gran puntualidad, ello es debido a que la naturaleza de los asuntos que trata exigen una severa seditacion y no parece oportuno li,itarse a una respuesta de pubo tramite. Dicho escrito lo aceptamos como un descargo que hace usted de las gestiones llevadas a cabo para restablecer el servicio de relacion con nuestros amigos, como un informe sobre la situacion en que se encuentran los intereses del Sr. Torre en la "Continental" y finalmente como una propuesta para tratar de proporcionar medios de salida a los vascos que quedaron en Francia,

Nos pide usted un acuerdo resolutorio e invoca las circunstancias que rodean el ejercicio de nuestra autoridad para destacar mejor la importancia que puede tener nuestra decision. Resumiendo, puesm la posicion del Euzkadi-Buru-Batzarra, en cada uno de tan transcendentales asuntos, tenemos que comunicarle los siguientes acuerdos.-

Asunto servicio.- Una vez mas tenemos que agradecerle las eficaces gestiones que ha llevado a cabo para lograr el restablecimiento de una funcion tan esencial. Ello ha dado como resultado el cotacto directo del P.N.V. con los elementos encargados que han de facilitarnos los medios materiales al efecto. Dicha gestion se continua actualmente con toda normalidad y esperamos que en breve plazo seran realiadeses magnificas, lo que hasta hoy era un deseo de todos.-

Asunto "Continental" Agradecemos muchisimo su informacion escrita sobre este punto, y sin entrar a discutir los detalles de su relato hemos de manifestarle que dados los antecedentes de constitucion de la Compania, sum funcionamiento y las circunstancias ocurridas al proyectarse su liquidacion, carecemos de los suficientes elementos de juicio para adop-

tar, en el momento, una resolucion que cancele definitivamente el problema.

En asunto tan grave queremos proceder con acierto, sin lastimar el amor propio de nadie; tratamos de obtener para conveniencia general el maximo beneficio en la liquidacion pendiente; bien a nuestro pesar no hemos logrado el que por ambas partes en litigio -en realidad representantes del mismo interes- se actue de comun acuerdo, como rezan de modo "tajante" las instrucciones escritas del Sr. Torre, que ordena asi se proceda, "para mejor difensa de nuestros intereses". La dificultad de nuestra intervencion esta precisamente en ese punto, y ya sabemos cuan exquisita sensibilidad se requiere para zanjar diferencias de semejante indole; Nuestra gestion al tratar de buscar una solucion justa, solo puede tener exito en el supuesto de que ambas partes nos otorguen plenamente su confianza sin reservas de ningun genero,

No podemos aceptar, amigo Ortuzar, de ninguna forma el parrafo de su carta del dia 2 de septiembre que dice: "Si ya tendran que ser los triubnales los que me obliguen a mi a ceder lo que fue depositado en mis manos con una confianza que me hace honor y que en justa compensacion defendere hasta el ultimo centimo". La razon de nuestra disconformidad con tal punto de vista es obvia, pues no podemos tolerar, sin menoscabo de nuestra dignidad de nacionalistas, que se pretenda llevar al seno de tribunales extranos la decision de una cosa que debe ser resuelta en el seno familiar. Hablando en terminos absolutos tenemos que manifestar que estamos dispuestos a desautorizar, incluso publicamente, a quien o a quienes entablen gestiones, quepuedan ser consideradas por nosotros, como lesivas al honor patriotico.

Hoy es imposible, a nuestro juicio dictar un fallo definitivo en esta cuestion, porque nos faltan antecedentes claramente indispensables para dirimir el pleito. Pero, y hasta tanto se reciban instrucciones concretas del Sr. Torre, establecemos como formula transitoria a acatar por ambas partes, el que se proceda a la inmediata disolucion y liquidacion de la Cia. depositandose el total importe que resulte de la tal liquidacion a nombre del burukide don Elias de Echeverria y Otaola,

Con esta fecha , por otra parte, hemos dirigido un escrito a don Manuel de Irujo, para que cese en las acciones entabladas y estamos seguros de que aceptara plenamente nuestra decision.

Esperamos sus noticias de conformidad con los terminos de la presente e inmediatamente daremos cuenta al Sr. Torre de lo actuado pidiendole instrucciones directas sobre el destino que han de recibir los fondos que se confien a nuestra custodi .

Medios de salida para los vascos residentes
en-Francia.

Por nuestra parte no podemos menos de apoyar toda clase de proyectos encaminados a proporcionar medios de salida a quienes infortunamente no consiguieron llegar a Inglaterra. Como vamos a poner inconvenientes a ninguna gestion que tienda a asegurar la vida de los elementos mas caracterizados de nuestra organizacion?. Nuestro apoyo mas decididio segundara ese genero de iniciativas. Pero usted solicita nuestra aprobacion para un proyecto cuyas lineas generales desconocemos en absoluto, y nos dice usted, que el asunto es importante, e incluso, nos aseguro usted en forma verbal, que en el "negocio" podria jugarse todo el capital de que se dispone.

Aun estando dispuesto, como lo estamos a acudir con toda generosidad en auxilio de nuestros hermanos en Francia, claro es, que si se auiere contar con nuestra aprobacion, y si en la ejecucion de un determinado proyecto puede cabernos la responsabil dad, es preciso y forzoso reconocer de antemano nuestro derecho a exigir un conocimiento indispensable de lo que se trata de llevar a cabo. Este conocimiento no ha de referirse a los detalles tecnicos, pero si a las lineas generales del proyecto, cuya aprobacion se nos solicita, y no se nos puede negar el derecho de examen de las probabilidades de exito que pueden caber a la empresa.

Esto ocurre en todo genero de instituciones dnde los asuntos que requieren la mayor reserva se estudian con un conocimiento general de los que otorgan su voto, confiriendose las facultades necesarias al encargado de ejecutar los acuerdos. Por otra parte, usted dice conocer un medio eficaz para resolver el problema a que se refiere este capitulo; pero tambien existen otros proyectos semejantes, cuyos autores quieren ponerlos tambien en practica, y el sentido mas elemental de gobierno aconseja la centralizacion de las iniciativas en un grado que impida la desorganacion que resultaria de actuaciones aisladas sin control alguno.

Nosotros estimamos que hoy hay mayores posibilidades de auxilio a los vascos en Francia, pues acaba de ser aprobado un estatuto convenido entre el Gobierno de este Pais y el de Mejico regulando la proteccion a los ciudadanos refugiados, y, en virtud de cuyas estipulaciones el Gobierno mejicano, les concede autorizacion de entrada y residencia en su Pais. Esto se lo decimos a titulo informativo, para su gobierno.

Vamos pues a estudiar el problema de comun acuerdo, para lo cual, y a los efectos de la mayor reserva, E.B.B. designaria un miembro de su seno, exclusivamente encargado de esta cuestion.

Agradeceremos muchisimo la buena acogida que dispense a los terminos de la presente, por lo que le quedaremos reconocidos.

Con el mayor afecto le saludan.

Euzkadi-Buru-Batzarra.

Elias de Echeverria.

COPIA.-

2

139

Luis de Ortuzar. Ilfracombe 2 de septiembre de 1.940

Euzkadi-Buru-Batzarra
Ascension House
White Post Hill.
Redhill.-

Sres. Arredondo, Echeverria y Gamarra.

Agur.-

Con fecha 22 de agosto pasado escribi a ustedes una extensa carta sobre la actitud y actuacion del Sr. Manuel Irujo precisamente desde la llegada de ese E.B,B. a Londres y desde que me es imposible el comunicarme ni con el Sr. E. de la Torre, ni con el Dr. D. de Ziaurritz.-

Mi carta no ha merecido contestacion por parte de Vds.

Mi carta tiene contestacion senores del E.B.B. y para ser contestada fue escrita por este humilde afiliado al P.N.V. de Euzkadi.

Vds. me dijeron que el Sr. Irujo no daria ningun paso que pudiera afectar los intereses que me fueron encomendados, y yo les digo que el Sr. Irujo los ha dado y Vds. deben de saberlo,

Con una carta del Sr. Irujo para la Cia. y con otra para cada uno de los directores de la misma se ha presentado un tal Mr. Wills (que segun esa Delegacion del G.V. pertenece al servicio secreto del Gobierno Britanico) con la pretension de que se le ponga en antecedentes de todos los secretos de la compania. H Huelgan comentarios.

Ahora llueven cartas a la compania y a mi personalmente de abogados a quienes el Sr. Irujo les ha encargado se ocupen en su nombre y se nos ameneza de llevarlos a los tribunales,

Que dirian los Sres. Torre, Ziaurritz, Olazabal, Alberro, hermanos Arechabaletas y otros que conocen ,¿ actuacion?.

Si, ya tendran que ser los triubunales los que me obliguen a mi a ceder lo que fue depositado en mis manos con una confianza que me hace honor y que enjusta compensacion defendere hasta el ultimo centimo.

Por culpa de la loca codicia de un hombre y la falta de autoridad de Vds. pagaran las consecuencias unos intereses que debieran ser tan sagrados para ustedes como lo son para mi.

Yo he cumplido mi deber de afiliado habiendo puesto en coconocimiento de esa parte de E.B.B. los acontecimientos y mi actitud.- Agur.- Luis de Ortuzar.

Confidencial

Londres 22de Agosto de 1940.

Sres. Euzkadi-Buru-Bazarra.
Ascension House.
6 White Post Hill.
Redhill.

1 ANO

Sres. Arredondo, Gamarra, Echeverria.

Muy Sres. nuestros:

Para mi tranquilidad de conciencia el dia de manana, me veo en la necesidad de poner sobre papel mis actuaciones en esta, desde su llegada a Londres.

Tan pronto me entere de su llegada, me presente en esta desde Ilfracombe y me ofreci a Vs. para lo que Vs. mandasen, como afiliado y como amigo.

Tan pronto me entere de que entre Vs. estaban personas del servicio secreto del Partido, comunique a Vs. lo siguiente:

"Servicio Secreto".- Por mis excelentes amistades en esta, fui trasladado de Londres a Paris en un avion de la R.A.F. En Paris tuve una conferencia con el Sr. Leizaola (Presidente en funciones) y que dijo asumir la responsabilidad del Gobierno Vasco, con el Sr. Gamarra (Miembro de E.B.B.) que dijo asumir la responsabilidad del E.B.B.y como testigos al Sr. De la Torre Consejero de Hacienda del Gobierno Vasco y el Sr. Domingo de Epalza.

Explique a estos senores mi plan, que fue aprobado y se me felicito por el mismo, acordando que el Sr. Leizaola en Paris y yo en Londres seriamos los unicos a mover el tinglado y que los demas senores presentes debieran de olvidar lo alli hablado.

Al dia siguiente el Sr. Leizaola y yo tuvimos una entrevista con una autoridad militar que fue a Paris al objeto.

El Sr. Leizaola prometio que comunicaria con la Delegacion de Londres para que esta ignorase mis actividades.

Coincide con que el Sr. Gamarra se encuentra en esta y por lo tanto, esto que he dicho, puede ser afirmado por un testigo.

Explique a Vs. que era necesario el que desde Londres funcionara nuestro servicio con la ayuda y completo acuerdo con las autoridades Britanicas, que era imprescindible el que hicieramos contacto con nuestra gente en Francia y en Euzkadi y que mis relaciones oficiales en esta deseaban empezar cuanto antes.

A Vs. les parecio muy bien y con objeto de evitar envidias de determinadas personas tuvimos una reunion en la Delegacion a donde yo fui unicamente con la intencion, de que el servicio estuviera en sus manos ya que yo no podia prestarle toda la atencion y entendia que una persona comoel Sr. Gondra, era la indicada para alcance entre los que no conocian la lengua inglesa.

El Sr. Irujo, basto que fuera yo el que proponia el asunto para que de la manera mas descortes lo tirara por tierra, diciendo: "En esta Delegacion tenemos todo debidamente preparado para efectuar el servicio y yo me opongo a que el Sr. Gondra (empleado de la Delegacion) se encargue de este asunto y asi se lo hare ver al Sr. Delegado (que no estuvo presente)".

Digo que el Sr. Irujo estuvo descortes en lo que a mi se refiere pero en lo que se refiere a Vs. insubordinado e insultante, ya que a Vs. dijo: "Que el les habia sacado del Empress Hall y que por lo tanto Vs. debian de estar a sus ordenes".

Al dia siguiente el Sr. Lizaso tuvo la amabilidad de venir a decirme que el senor Irujo habia exagerado, que en realidad no tenian nada en la Delegacion y que entendia que habia que hacer lo que yo habia propuesto.

Yo indique al Sr. Lizaso que los senores que le habian visitado "haciendo ver que eran algo", no eran mas que unos "turistas" y que en su dia les comunicaria determinado departamento que no volvieran a pasar por esa Delegacion.

El Sr. Lizaso (que se me lamentaba de haber sido recibido por un empleado del Foreign Office en el "pasillo") me dijo, que para que el servicio empezara a funcionar era necesario y asi lo habia exijido que por escrito y firmado por el Sr. Halifax (ministro) se le garantizase el dia de la victoria de la Gran Bretana.... (y aqui es donde no estoy seguro de lo que el Sr. Lizaso exijia) pero Vs. pueden preguntarselo.

Yo explique al Sr. Lizaso que comprendia sus buenos deseos,pero que tenia que darse cuenta de que nosotros estabamos en esta de limosna que el Gobierno de Franco estaba reconocido en esta, y que era imposible el que el Lord Halifax le diera una carta como la que el pedia a unos senores enemigos de Franco. Que esa carta podia tener hoy un valor terrible y que en cambio manana, ni con carta, ni sin carta, tendriamos fuerza para obligarles, y que en lo que a mi se refiere, yo me limitaria con que me lo dijeran de palabra. Todos sabemos que si Franco da un mal paso esta gente nos ayudara cuando nos pongamos de aguerdo en lo que queremos.

Yo me pregunto, -Pero cuando este servicio secreto funcionaba

en Francia exijieron Vs. condiciones al Gobierno Frances? No es interes nuestro el que el servicio funcione para tener contacto con los nuestros?

Los muchachos del servicio me han demostrado que estan dispuestos a empezar y se ofrecen a actuaciones en donde ponen en juego la vida, las autoridades Britanicas estan dispuestas a poner a nuestra disposicion todo lo que nos sea necesario para el buen exito.

Hace mes y pico que este servicio podia estar funcionando y todos estamos esperando a que Vs. den la orden para que estos muchachos empiecen a actuar y aun ayer cuando delante de ellos les pedi a Vs. que nos dieran la orden, Vs. no la dieron.

Vs. tendran sus motivos y yo como siempre a sus ordenes, pero lamentaria el que pudiera llegar tarde.

SR. Irujo.- El Sr. De la Torre esta interesado en una compania en la que soy accionista y director. El Sr. De la Torre por temor a que sus enemigos pudieran incautarse de sus dineros por cuestiones politicas, por indicacion mia puso todo a nombre de un amigo particular mio Sr. P.Barnett y asi trabajamos durante algun tiempo hasta que un dia al encontrarse el mencionado Sr. Barnett gravemente enfermo, fui yo, el que pedi al Sr. De la Torre el que se hiciera el traspaso a otra persona y se escójio la persona del Dr. Ziaurriz. Las acciones del Sr. De la Torre se pusieron a nombre del Dr. Doroteo de Ziaurriz.

Yo he hecho envios al Sr. De la Torre de variascantidades, en varias ocasiones, pero cuando este pais entro en guerra y se puso en rigor ciertas leyes sobre exportacion de capitales, la situacion cambio y como yo recibiera de el Sr. De la Torre y del Sr. Alberro telegramas y cartas que pudieran haberme comprometido sali para Paris y de mutuo acuerdo decidimos que yo no debia de figurar en ciertos casos y que por lo tanto habia que buscar una persona que sirviera de enlace.

A este efecto y para esto solo se le apodero al Sr. Irujo. Para lo que la sociedad ha de hacer etc. soy yo, solo, el que ha de decidir y para lo que estoy en un todo de acuerdo con el Sr. De la Torre. y con los otrosdos Directores Sres. Morgan y Barnett y ambos de toda la confianza del Sr. De la Torre.

Si este pais no hubiera entrado en guerra el Sr.Irujo no hubiera tenido nunca poder, por que no lo hubiera necesitado yo para la gestion que se le encargo. Para inspeccionar los libros (por indicacion mia y para mi satisfaccion) el Sr. De la Torre enviaba a gente nuestra y todas las cuentas y balances han sido examinadas y encontradas conformes por personas de toda confianza del Sr. De la

Torre como son el Sr. Olazabal el Sr. Alberro y el Sr.Arechabaleta.

El Sr.Irujo ha escrito cartas a los Directores Srs. Morgan y Parnett creando la desconfianza entre nosotros. Yo se las he ensenado a Vs. y Vs. las han lamentado delante mio, diciendome, "ayer estuvimos toda la tarde para convencerle de que no debiera de enviar esa carta"

El Sr.Morgan es Director y no ha cobrado ni un centimo y este Sr. se ha sentido herido al ver que el Sr. Irujo nombra a una persona de su confianza para examinar los libros.

Debo de mencionar, que desde luego aparte de los Sres. que han examinado los libros para mi satisfaccion, tenemos a los contadores jurados que llevan y certifican que nuestros libros estan en orden.

El dano que el Sr.Irujo puede hacer a los intereses que me han sido encomendados y que temo sea tarde para evitarlo y que puse en conocimiento de Vs. el Viernes pasado es el siguiente: El envio al Sr. de la Torre de alguna cantidad que no debiera de haberse enviado y el que se descubra que el Sr. de Ziaurriz se encuentra en Francia y por lo tanto afecto al bloqueo de todo su capital por parte de las autoridades Britanicas.

Esperamos liquidar la sociedad por que nos interesa, pues nos ahorramos unas £.2000-0-0 de impuestos y por que mi obligacion es hacer que el Sr. De la Torre reciba sus dineros, que se, por que me los ha pedido, que los necesita y que si no se los mando van a sufrir mucho el y otros muchos.

Combiene tambien aclarar que si bien el Sr.Morgan no ha cobrado un solo centimo por ser Director yo he cobrado hasta hace tres meses £.100-0-0 mensuales por mi trabajo y este sueldo integro ha sido entregado a los refugiados y a nuestros hermanos presos en las carceles de Franco.

En una palabra la intervencion del Sr. Irujo en su deseo de hacerse con la compania y lo que es mas interesante para el,con los dineros va ha traer unas consecuencias desastrosas para los intereses del Sr. De la Torre, de la compania y hasta de alguno de sus Directores.

Yo he recurrido a Vs. y les he pedido que hagan uso de su autoridad y traten de convencer al Sr. Irujo de que esta obrando mal, pero por lo visto no han tenido Vs. exito.

"Forma de sacar a nuestros hermanos de Francia".- Yo he explicado a Vs.de que he presentado a determinadas personas un proyecto comercial, por el que puedo sacar de Francia a los que quieran salir (que yo creo seran todos) o por lo menos a personas que yo ten-

go un interes muy especial en que esten libres de las garras de Franco.

Yo he ideado el asunto y yo voy a hacerlo y les he pedido a Vs. que me crean que voy a tener la ayuda que me hace falta y que si sale sera un exito y si no yo sere el unico que se ira al hoyo. Se le he pedido a Vs. con las lagrimas en los ojos y les he ofrecido hasta un hijo, para que me crean, de que yo les dire a Vs. todo pero cuando el asunto no pueda malograrse por una indiscrecion. Yo demostrare a Vs. de que el asunto es serio y mas aun las personas interesadas. Yo no les he pedido a Vs. nada tengo y me ayudaran para que tenga exito. La semana que viene se tiene que decidir el asunto. Eviten Vs. de que personas envidiosas traten de tirarme abajo hasta que la operacion se haga, no porque tenga miedo a que lo consigan sino por que es cobarde y no lo conseguiran pues hoy ya soy muy conocido en esta, piensen Vs. que este esfuerzo que voy a hacer no es por mi, es por que tengo el deber de aprovechar una ocasion para salvar a nuestros hermanos.

Cuando estaba terminando esta carta se han presentado en mi cuarto el Sr. A.de Gamarra y C. de Echeverria y le he leido lo anterior pidiendo al Sr. Gamarra que me indicase si en algo de lo arriba mencionado pudiera haber un error o falta de interpretacion y la carta va a Vs. tal como fue escrita ya que el Sr. Gamarra no ha tenido nada que decir en contra.

Agur en Jel,

- Luis de Ortuzar.- Rubricado.

2

14-2-41

141

El Sr. Ortuzar dice al Sr. Onaindia que ha leído la carta que éste último dirigió hace pocos días a Don Pantaleón Garai. Sospechaba el Sr. Ortuzar que la carta estaba escrita por el Sr. Gondra y firmada por el Sr. Onaindia. Le aseguró el Sr. Onaindia que la escribió él mismo aunque con datos que le proporcionó Gondra. El Sr. Ortuzar le dice "en esa carta hablaba Vd. de que la Delegación de Euzkadi en Londres tiene unos representantes en los puertos de Inglaterra. Pero eso es falso. Hay un señor en Newcastle y aqui otro, Galdeano, que se ocupan de algunas de esas cosas, pero no tiene en los grandes puertos de Inglaterra. Quien se ha ocupado de estos asuntos ha sido por ejemplo el Sr. Arenaza, a quien he sostenido yo, pues conservo recibos firmados por Arenaza de cantidades entregadas a éste por mi". Y añade: "Estaba en Cardiff, reunidos varios vascos, los Srs. Sasieta, Aketxe (no recuerdo bien, pero creo que también dijo que estaba Ibarondo) y la noticia se comentó con risas, pues ignoraban que la Delegación Vasca tuviera representantes en los puertos. Así se escribe la historia" dice el Sr. Ortuzar.

ES COPIA

Luis de Ortuzar
The Mount Hotel

Ilfracombe 7 de Febrero de 1941.

142

Rev. P. A. de Onaindia
Redhill.

Agur me querido Dn. Alberto,

Vd. se presento en Ilfracombe a hablar conmigo mandado por los señores de E.B.B.

Vd. regresó a Londres el dia 3 del crte., y con fecha cuatro del mismo los abogados del Sr. Irujo envian a la Compañia "Continental Transit Co. Ltd." la carta cuya copia adjunto.

Esto quiere decir, clara y terminantemente:

1. Que el Sr. Irujo se niega a escribir a la compañia de acuerdo con las instrucciones que del Sr. E. de la Torre (Consejero de Hacienda del Gobierno Vasco) le ha enviado, es decir, retirandose y dejando el asunto en mis manos.

2. Que el Sr. Lizaso se niega a telegrafiar al Sr. E. de la Torre (Consejero de Hacienda del Gobierno Vasco) que efectivamente el Sr. Irujo puso el asunto en manos de los abogados.

3. Que el Sr. Irujo se niega a escribir al Sr. M. de la Sota rectificando y dejando el nombre del abajo firmante en el lugar que le corresponde.

Hoy dia 7 no he tenido el gusto de recibir de Vd. noticia alguna.

Agradeceré a Vd. haga saber a los señores de E.B.B. en Londres el contenido de esta carta.

Muy agradecido, Agur.

LUIS DE ORTUZAR.

COPY

DBI/BH

4th February 1941
Tuesday.

143

Dear Sir,

We have been consulted by Senor Manuel de Irujo of 7/8 Hobart Place, Eaton Square, S.W.1. with reference to your letter of the 24th January and the Notice of a General Meeting enclosed therewith.

You are aware that our Client holds the Power of Attorney of Dr. Ziaurriz who is a Shareholder of the Continental Transit Co. Ltd. and holds 50,000 Shares therein.

Our Client's Power of Attorney has already been admitted by you. Our Client attended the last General Meeting and you have paid him £7,000 in respect to the shares of Dr. Ziaurriz.

It now appears from your letter that you send our Client Notice of the Meeting to be held on the 18th inst., "as a matter of courtesy only". We do not understand the position taken up by you as clearly our Client is entitled to the Notice of the Meeting in his capacity as Attorney for Dr. Ziaurriz, and he proposes to attend the Meeting and to vote on the Resolution which will be before the Meeting.

We desire to say too, that our Client proposes to attend with Senor J. I. de Lizaso who will act as his interpreter as our Client speaks English imperfectly.

Our Client represents 50,000 Shares in the Company which is a large proportion of the total shareholding and he is entitled therefore to have a voice in so important a matter as the appointment of a Liquidator.

Our Client does not object to the proposed liquidator but he feels that as his interest is so large he is entitled to nominate a liquidator to act jointly with your nominee. Our Client in this connection nominates Mr. E. S. Foden of the firm of Messrs. Macdonald & Rees, of Cardiff, and we shall be glad to hear that you agree.

You have already been requested to send to our Client the Share Certificate relating to the Shares of Dr. Ziaurriz, and which for some reason have been in the hands of Mr. Ortuzar one of the Directors since 1939 and we shall now be glad if you will kindly let us have these Certificates as they are our Client's property. We understand that Dr. Ziaurriz placed his signature on the back of the Certificates in 1939 prior to the Grant of his Power of

Attorney to our Client.

We shall be glad to have your assurance that our Client will be permitted to attend the Meeting with his interpreter and that no attempt will be made to obstruct him in the exercise of his vote, as otherwise our Client reserves his right to take such steps as may be necessary to protect himself and prevent the Meeting from acting in a manner which may be detrimental to him.

We trust that the Company will not wilfully ignore the right of our Client who represents five eights of the shareholding of the Company.

Yours faithfully,

(Signed) PHOENIX, LEVINSON & CO.

REGISTERED.

The Secretary,
The Continental Transit Co. Ltd.
Colum Buildings,
Mount Stuart Square,
Cardiff.

ES COPIA

LUIS DE ORTUZAR

The Mount Hotel

144

Ilfracombe 24 de Enero de 1.941

Sr. Don Pedro de Ormaetxea
REDHILL

Aguí,

Acuso recibo a tu atta. del 11 cte. y me limito a confirmar mi anterior del 11 cte. en todo lo que a tu intervención se refiere.

En lo que de las soluciones debo participarte que en los asuntos en los que yo soy el dirigente y responsable el que da las soluciones, soy yo.

En lo de que el Sr. Irujo se ha retirado te digo, que no es cierto y que tu lo sabes, pues precisamente tu fracaso es ese, el que el Sr. Irujo no ha escrito ni a la Cía, ni a sus Directores, ni a sus Abogados, ni a nadie, diciendo que se ha retirado y tu sabes que es precisamente eso lo que ha de causar graves perjuicios a determinados intereses.

Tomo buena nota de que de ningún modo me diste la razón en este asunto y puedes estar seguro que siempre que me pregunte, diré que no me la diste, a pesar de haber puesto a tu disposición todos los documentos.

No sé lo que quieres decirme al hablar de tu cargo.

Es inútil el perder más tiempo escribiendo cartas sobre este tema, pisamos distintos terrenos y mis palabras por lo visto no convencen, veamos pues si los hechos son más convicentes.

Aguí,

KOLDO (Luis de Ortuzar

ES COPIA

LUIS DE ORTUZAR

The Mount Hotel

Ilfracombe 24 de Enero de 1.941

Sr. Don Pedro de Ormaetxea
REDHILL

Aguŕ,

Acuso recibo a tu atta. del 11 cte. y me limito a confirmar mi anterior del 11 cte. en todo lo que a tu intervención se refiere.

En lo que de las soluciones debo participarte que en los asuntos en los que yo soy el dirigente y responsable el que da las soluciones, soy yo.

En lo de que el Sr. Irujo se ha retirado te digo, que no es cierto y que tu lo sabes, pues precisamente tu fracaso es ese, el que el Sr. Irujo no ha escrito ni a la Cía, ni a sus Directores, ni a sus Abogados, ni a nadie, diciendo que se ha retirado y tu sabes que es precisamente eso lo que ha de causar graves perjuicios a determinados intereses.

Tomo buena nota de que de ningún modo me diste la razón en este asunto y puedes estar seguro que siempre que me pregunte, diré que no me la diste, a pesar de haber puesto a tu disposición todos los documentos.

No sé lo que quieres decirme al hablar de tu cargo.

Es inútil el perder más tiempo escribiendo cartas sobre este tema, pisamos distintos terrenos y mis palabras por lo visto no convencen, veamos pues si los hechos son más convicentes.

Aguŕ,

KOLDO (Luis de Ortuzar

ES COPIA

LUIS DE ORTUZAR

The Mount Hotel

146

Ilfracombe 24 de Enero de 1.941

Sr. Don Pedro de Ormaetxea
REDHILL

Aguŕ,

Acuso recibo a tu atta. del 11 cte. y me limito a confirmar mi anterior del 11 cte. en todo lo que a tu intervención se refiere.

En lo que de las soluci nes debo participarte que en los asuntos en los que yo soy el dirigente y responsable el que da las soluciones, soy yo.

En lo de que el Sr. Irujo se ha retirado te digo, que no es cierto y que tu lo sabes, pues precisamente tu fracaso es ese, el que el Sr. Irujo no ha escrito ni a la Cía, ni a sus Directores, ni a sus Abogados, ni a nadie, diciendo que se ha retirado y tu sabes que es precisamente eso lo que ha de causar graves perjuicios a determinados intereses.

Tomo buena nota de que de ningún modo me diste la razón en este asunto y puedes estar seguro que siempre que me pregunte, diré que no me la diste, a pesar de haber puesto a tu disposición todos los documentos.

No sé lo que quieres decirme al hablar de tu cargo.

Es inútil el perder más tiempo escribiendo cartas sobre este tema, pisamos distintos terrenos y mis palabras por lo visto no convencen, veamos pues si los hechos son más convicentes.

Aguŕ,

KOLDO (Luis de Ortuzar

ES COPIA

LUIS DE ORTUZAR

The Mount Hotel

Ilfracombe 24 de Enero de 1.941

Sr. Don Pedro de Ormaetxea
REDHILL

Aguí,

Acuso recibo a tu atta. del 11 cte. y me limito a confirmar mi anterior del 11 cte. en todo lo que a tu intervención se refiere.

En lo que de las soluci nes debo participarte que en los asuntos en los que yo soy el dirigente y responsable el que da las soluciones, soy yo.

En lo de que el Sr. Irujo se ha retirado te digo, que no es cierto y que tu lo sabes, pues precisamente tu fracaso es ese, el que el Sr. Irujo no ha escrito ni a la Cía, ni a sus Directores, ni a sus Abogados, ni a nadie, diciendo que se ha retirado y tu sabes que es precisamente eso lo que ha de causar graves perjuicios a determinados intereses.

Tomo buena nota de que de ningún modo me diste la razón en este asunto y puedes estar seguro que siempre que me pregunte, diré que no me la diste, a pesar de haber puesto a tu disposición todos los documentos.

No sé lo que quieres decirme al hablar de tu cargo.

Es inútil el perder más tiempo escribiendo cartas sobre este tema, pisamos distintos terrenos y mis palabras por lo visto no convencen, veamos pues si los hechos son más convicentes.

Aguí,

KOLDO (Luis de Ortuzar

ES COPIA

LUIS DE ORTUZAR

The Mount Hotel

Ilfracombe 24 de Enero de 1.941

Sr. Don Pedro de Ormaetxea
REDHILL

Aug

Aguí,

Acuso recibo a tu atta. del 11 cte. y me limito a confirmar mi anterior del 11 cte. en todo lo que a tu intervención se refiere.

En lo que de las soluci nes debo participarte que en los asuntos en los que yo soy el dirigente y responsable el que da las soluciones, soy yo.

En lo de que el Sr. Irujo se ha retirado te digo, que no es cierto y que tu lo sabes, pues precisamente tu fracaso es ese, el que el Sr. Irujo no ha escrito ni a la Cía, ni a sus Directores, ni a sus Abogados, ni a nadie, diciendo que se ha retirado y tu sabes que es precisamente eso lo que ha de causar graves perjuicios a determinados intereses.

Tomo buena nota de que de ningún modo me diste la razón en este asunto y puedes estar seguro que siempre que me pregunte, diré que no me la diste, a pesar de haber puesto a tu disposición todos los documentos.

No sé lo que quieres decirme al hablar de tu cargo.

Es inútil el perder más tiempo escribiendo cartas sobre este tema, pisamos distintos terrenos y mis palabras por lo visto no convencen, veamos pues si los hechos son más convicentes.

Aguí,

KOLDO (Luis de Ortuzar

ES COPIA

LUIS DE ORTUZAR
The Mount Hotel

Ilfracombe, 24 de Enero de 1.941

Sr. Don Pedro de Ormaetxea
REDHILL

A49

Aguí,

Acuso recibo de tu carta del 21 cte.

Asunto buque evacuación.- Te decía en mi anterior que me marchaba, pero creo que hay más tiempo que el suficiente para que el Sr. Izaurieta cablegrafíe, después de haberse entrevistado con el Sr. Prieto, ya que yo calculo que me marcharé hacia el 20 de Febrero pues la última junta de la Cía. se celebra de acuerdo con la ley a mediados del que viene y una vez terminada esa junta yo quedo libre para cualquier contratiempo los abogados se encargarán de defender mis intereses. Además si me voy de viaje no creas que me voy para siempre, todo lo más que espero estar fuera serán tres meses.

Aguí,

KOLDO (Luis de Ortuzar)

ES COPIA

Londres 21 de Enero de 1.941

Sr, Don Luis de Ortuzar.
The Mount Hotel,
ILFRACOMBRE.-

154

Aguí, mi querido Koldo:

Contesto a tu carta de 11 de los corrientes:

Yo no pienso discutir ni un minuto más cual es el alcance de nuestra conversación de Salisbury. En conciencia estimo fuí llamado a consulta; en segundo lugar creo honradamente que mi intervención tratando de arreglar las diferencias que dificultan la resolucióm de las cuestiones de la C.T. era bien vista por ti, y es más yo estimo que tus palabras encareciendo mi autoridad eran sinceras, y me creí alentado a hacerte la propuesta que significa mi carta de 29 de Diciembre.

Yo no sé si tu has meditado bien sobre los términos de mi citada de 29 de Diciembre. Yo esperaba que al menos me contestaras haciendome ver las dificultades que se oponen al cumplimiento de mi sugerencia. No es así. Lo que no puede olvidarse ya para lo sucesivo, prescindiendo de si en Salisbury me consultaste solo dos o tres cuestiones, o no me consultaste ninguna, es que yo ye he hecho ver los terminos de un acuerdo para resolver en buena armonía la cuestión de los cuartos.

Y para resolver la cuestión de los cuartos de he sugerido una formula que no puede ser más justa. Trato sencillamente que los dineros de la H. Vasca sean dedicados a su fin propio. Y quiero que sean destinados a su propia finalidad, porque me consta de un modo cierto, que la situación en que hoy se desenvuelve la Organización Vasca, por falta de medios económicos, es muy lamentable. Existiendo medios económicos vascos, es injusto, que hayan de cerrarse las Delegaciones de New-York y de Buenos Aires; es injusto que la de Londres lleve una vida lánguida; es totalmente injusto que obligaciones muy graves, que yo no puedo encomendar al correo, queden sin cumplir.

Presciendo en este momento de saber quien tiene la culpa de que se halle sin liquidar la C.T., presciendo de todo lo ocurrido hasta la fecha, y me limito a considerar tan solo el hecho de que existiendo medios económicos vascos, que debieran disponerse en favor de las cosas vascas, nos hallamos expuestos a todas las consecuencias desagradables de una liquidación por derribo.

En esta situación yo te propongo una solución, y simplemente aspiro a que la aceptes o a que la rechaces. Pero quiero que tu decisión se adopte teniendo en cuenta las consecuencias. Si existen inconvenientes que se opongan a la aceptación de mi pensamiento, dimelas, para que lleguemos a una formula mejor; pero no me contestes con"términos generales", o con cuestiones de tercer orden.

Hoy los fondos de la Hacienda Vasca no cubren las necesidades y obligaciones que sobre ellos pesan. Hay que tratar de remdar esa injusticia . Nadie, ni un solo vascos, el más humilde, podrá ver con pasividad esta situación. Es preciso buscar un remedio y un remedio pacífico.

No puedo aceptar por ningún pretesto que tú te consideres feliz, diciendome que los tribunales verificaran la liquidación de la Cía. mucho menos puedo aceptar esa solución después de cuanto de escribí el día 29 de Diciembre. Porque mi formula, sencillamente es mucho más beneficiosa para los intereses vascos. La intervención judicial costará mucho dinero, no nos beneficiará nada moralmente, ser la causa del bloqueo del dinero. ¿Cómo puede yo aceptar impasible una solución que no es solución, que incluso ademas de perjudicar nuestros intereses generales y nuestro buen nombre, comprometería seri mente el porvenir de la propia Organización Nacional Vasca?

Tú dices tener la confianza absoluta de Torre, y así te lo demuestra en muchos telegramas. Pues ese depósito de confianza te obliga a ti, a algo más que a cruzarte de brazos, y a encomendarte a la acción de los tribunales. La decisión judicial de permitiría a tí, seguir siendo depositarios? Torre ganará mucho con el bloqueo del numerario, ni con el pago de honorarios que haya de hacerse al juez?

Me dices que se cumpla el deseo de Torre. Que Irujo se retire de todo. Pero si Irujo hace ya meses que no interviene en nada Puedo decirte que Irujo ha recogido de su abogado todos los papeles que le entregó, que su actitud es un tanto pasiva; pero con ésto, que se arregla? Tú no te das cuenta de que la presencia del apoderado de don Doroteo Ziaurriz es necesaria, para liquidar la Cía?.

Y puestas las cosas en este terreno, teniendo que aceptar la intervención de un apoderado de Ziaurriz, porque no aceptas la sustitución de poder en favor de Manu Wguileor?. Tú mismo me propusiste este nombre en la con versación de Salisbury, bien a pesar de que Hoy dices que ni siquiera me llamaste para consultar.

Con mi cuarto párrafo de mi carta de 6 de Enero, yo no pretendo otra cosa más que dejar bien en claro, que en modo alguno pude decirte yo en Salisbury, que tú tenías razón en este asunto, y que por la lectura de documentos que me hiciste, yo no podía en conciencia fijarte una posición.

Respecto al conocimiento de tus cartas, yo entiendo que me escribes a mi, y que por tanto son mías. No tengo porque mostrárselas a nadie. Cuando llegue la ocasión las presentaré donde sea preciso. Hoy por hoy, tengo noción de mi cargo, y tu comprenderás que yo no puedo en ninguna de las formas, proceder a mostrar mis cartas ni a Beitia, ni a Etxebaría.

Te pido que no publiques la correspondencia de E.B.B., porque estimo que nada te va a beneficiar su publicación. Ni el Partido va a ganar nada con ello, ni tu personalmente tampoco. Tu crees que la censura no tomará nota de todos los extremos relacionados con la C.T.? Y tu no crees, que eso no equivale a decir al G. Inglés, que ahí tiene unos fondos a bloquear?

Resumiendo, yo no tengo más que reiterar los términos de mis cartas anteriores. No sé a que llamas tu línea recta. Para mi línea recta, es la distancia más corta entre dos puntos, y yo entiendo que el procedimiento judicial, con el bloqueo consiguiente es la forma más larga y más costosa de liquidar la C.T.

Tuyo en JEL te saluda

Es copia

LUIS DE ORTUZAR
The Mount Hotel
Ilfracombe, 11 de Enero de 1.941

Sr. Don Pedro de Ormaetxea
REDHILL

161

Agur mi querido Kepa:

Acuso recibo a tu carta del 6 del cte. y por lo visto la mía del 3 cte. no está lo suficientemente clara, pues por mi no ha de quedar voy a ver si contestando párrafo por párrafo tu atta. del 6 me acabas por comprender. (1er. P.) 2º párrafo). Dices que yo te llamé a Salisburi para consultarte y que lo demuestra mi carta del 30 de Noviembre y hasta que te permites copiar parte del segundo párrafo de la misma. Porque no copiar el párrafo entero? Y el siguiente párrafo? Permíteme que yo lo haga. Los párrafos dicen:

"Yo ya no puedo más, temo que de un momento a otro estalle dentro de mi todo el mal café que he venido condensando desde la caída de Francia, y que el resultado sea funesto para muchos. Yo necesito desahogarme e incluso deseo consultar algunos como tu que creo que aún no han perdido la cabeza.

"Algunas cosas entre las muchas que tengo entre manos no se llevan todo lo rápidas que yo desearía y ésto me trae loco. La próxima semana tiene que estar decidido si si yo me voy a Norte América o no (vía Lisboa en el clipper) y en este caso yo necesito tener contigo y con otro que yo decidiré, una entrevista pues deseo poner en vuestro conocimiento muchas cosas que deben de no desaparecer si por mala pata me pasara algo y no pudiera terminar la obra que he empezado y que es de mucha importancia, espera a que la semana que viene te diga dónde nos reuniremos".

Efectivamente de estos dos párrafos se deduce que yo te quería consultar y que para eso te llamé a Salisbury. Pero qué duda cabe que m me estoy refiriendo todo el tiempo a nuestros compatriotas que desde la caída de Francia temo por sus vidas?

Asuntos que tengo entre manos y que no se resuelven todo lo rápidos que yo desearía. No se refiere ésto al buque de que te hablé en nuestra entrevista (y sobre lo que te escribo aparte) para sacar a los nuestros de Francia? y de ahí mi viaje a América --y mis deseos de daros a conocer mis planes para sacarlos caso de que a mi me pasara algo?

Para nada menciono o hago referencia a la Sdad. Continental Transit Co. Ltd. ni en los dos párrafos mencionados ni en ninguna parte de mi carta 30 de Nbre., en la que tu pretendes apoyarte para demostrarme que te llamé para consultarte en asuntos de la mencionada Sdad. Esto está pero que demasiado claro.

De cuatro asuntos hablamos en nuestra entrevista y por el siguiente órden. Primero de mis gestiones para sacar a los nuestros de Francia. Me leí la correspondencia cruzada con el Sr. Negrin y

y recuerda te dije: Piensa detenidamente sobre lo que te he leído y explicado, vamos a estar en esta unos días vamos a ver lo que se puede hacer y luego me darás tu opinión.

Luego te leí unas cuantas cartas y telegramas y las puse a tu disposición diciéndote: Esto es para que te enteres y luego tu te haces el juicio que te parezca.

Ya te diste cuenta de el por qué fracasó el asunto del servicio de mi actuación como Director en la Continental Transit Co. Ltd. y de la opinión que en Marsella tienen de lo que llamais el Consejo Nacional Vasco de Londres.

En el asunto de la Continental Transit Co. Ltd. yo no necesito consultarte, por dos razones muy sencillas: Primero porque en lo que se refiere a mi como accionista y Director no hay problema, como tampoco lo hay en lo que se refiere a la compañía. Si alguien con su intromisión ha creado un problema a los intereses de un tercero, allá él con su responsabilidad, yo cumplí con mi deber el ponerlo en conocimiento del E.B.B. Y segundo, porque tu mismo lo dices en tu atta. del 9 cte. "Yo no soy hombre de negocios" y lo demuestras con lo que escribes bajo el epígrafe "El problema de la C.T." en tu carta del 29 de Diciembre último.

Por eso amigo Kepa yo no quise contestar a tu atta. más que en líneas generales. Espero me entiendas y siento pero que mucho el que me hayas obligado a escribirte ésto.

Está claro que yo no te he consultado y no necesito consultarte para nada en lo que a la Sdad. Continental Transito Co. Ltd. se refiere?

En cambio me interesaba a mi, que tu particularmente, ante los falsos rumores salidos de Londres y que han llegado hasta América supieras mi actuación.

3er. párrafo. Por lo que antecede creo se desprende que yo no te llamé a consulta (para asuntos de la C.T.) y mucho menos como Presidente de S.T.V. y tu lo sabes. El que dijo serlo fuiste tu. Repasa mi correspondencia y como Presidente de esa Entidad solo has recibido de mi una Felicitación por Pascuas.

4º párrafo. Qué quieres decir con --"Me leiste unos cuantos párrafos expresamente escogidos, de varias cartas tuyas con el E.B.B."? Que yo te llamé a Salísbury para engañarte? En cuál de los cuatro temas tratados? Antes de seguir adelante con esta carta es preciso que me aclares esta frase.

En la segunda parte del párrafo tienes razón. Fuiste tu el que te ofreciste, particularmente y como Presidente de S.T.V. (si hiciese falta) (frase tuya) y fuiste tu el que nos dijiste a los Srs. Beitia, Etxebaría y a mi, que como tal (como Presidente) sabías dar un puñetazo encima de la mesa cuando hacía falta. Y tomaste cuantas notas creiste convenientes. Y lo que es más, yo te dije: que pidieras a los señores de E.B.B. en Londres toda la correspondencia que han cruzado conmigo, y que con ella en tus manos, si tenías cualquier duda que me lo dijeras, que yo tendría mucho gusto en aclarar lo que fuera.

Soy yo, el que te ha pedido a ti que des a leer mis cartas a esos compatriotas que están en "Ascensión House". Soy yo, el que ha pedido a los Srs. de E.B.B. en Londres que den a leer toda la correspon-

Yencia cruzada conmigo a esos mismos señores.

En tu carta del 29 de Diciembre último me pides en el cuarto párrafo de la misma --que tu correspondencia permanezca ignorada de todos-- ¿No es así?

Por el contrario, en mi carta a ti del 5 del cte. hay una posdata escrita a mano pidiéndote que leas mi carta a los Srs. Beitia y Etxebaría que estuvieron presentes en nuestra entrevista de Salisbury. Lo has hecho?

En tu carta 6 de Enero dices: Te dije en mi carta anterior, que esta correspondencia era entre tu y yo; que por esta razón quedaría silenciada hasta que las circunstancias aconsejaran se pusieran en conocimiento de quien procediera. Te equivocas y además no has leído mi carta anterior, si ahora has llegado a pensar que yo pueda dar a conocer mis cartas a los Srs. Beitia y Etxebaría, etc. etc.

Por el contrario, yo te digo que si tu no quieres que tus cartas las lean y conozcan el problema los nuestros yo personalmente tengo especial interés en que las mías sean conocidas de todos los nuestros.

En carta mía 13 de Diciembre último al Sr. A. de Gamara le digo en el último párrafo de la misma: --Y todo ello lo sabeis vosotros y no haceis caso de los telegramas que habeis recibido del Sr. Torre y ésto quiere decir que obrais de mala fe y si me quereis demostrar lo contrario, ten el rasgo de patriota y da a leer esta mi carta y mi anterior del 7 del cte. a todos los señores del servicio, al Sr.Ormaechea, al Padre Onaindia, al Sr. Zabalo, etc."

Pero por el contrario, el Sr. Gamara contesta a esta mi carta en nombre de E.B.B. de Londres (17 de Diciembre de 1.940) y hay una postdata que dice: "De estas cuestiones no es conveniente informar a ninguno de los que citas, etc. etc."

Por qué me pides entonces, que no publique el cruce de cartas con los Srs. de E.B.B. en Londres? qué crees, que voy a publicar solamente "párrafos expresamente escogidos"? No, puedes estar seguro de que no, con la copia fotográfica de toda la correspondencia, toda enterita, me podrán juzgar mejor mis compatriotas.

Si Kepa, tu te ofreciste y yo aprecié tu buena voluntad y me pediste una solución al problema de la Continental Transit Co. Ltd. y yo te di la solución únicamente para que no se lesionaran más los intereses de otro, sin egoismos de ninguna clase en lo que a mi se refiere.

Oiste mi solución y ni siquiera la discutiste, ya que comprendiste que con los documentos que puse a tu disposición yo habría obrado bien, y así me lo dijiste, pero si hoy te pesa el habérmelo dicho, olvidémoslo.

Te di la solución para no lesionar los intereses de otro, los míos no están afectados, te di la única solución y te la di y es de acuerdo con los deseos de D. E. de la Torre.

Fuiste a Londres convencido de que se haría justicia, todos apreciamos tu buena voluntad y tus buenos deseos, pero recuerda, como el Sr. Beitia, el Sr. Etxebaría y yo te advertimos que fracasarías,

Cómo es que ahora te vuelves contra mi? No parece sino que yo tengo la culpa, de que no te quieran ni oir mi solución? Pues al tiempo Kepa, muy pronto verás cómo yo tenía razón, antes de lo que yo hubiera deseado.

Perdona, pero creo que es inútil el escribir más, todo está bien claro en mi correspondencia con todos y nada me hará salir de la línea recta. Agur, querido Kepa KOLDO (Luis Ortuzar)

ES COPIA

REDHILL, 6 de enero de 1.941

Sr. Don Luis de Ortuzar,
The Mount Hotel,
ILFRACOMBE.-

165

Aguí, amigo Koldo:

He recibido tu carta del día 3 de los corrientes que voy a contestar. Tu escrito me ha sumido en un mar de confusiones, y por mi condición de Presidente de S.T.V. y hasta por mi humilde condición personal, tengo vivísimo interés en que las cosas queden perfectamente aclaradas. Cuando se trata de cosas graves, no se puede aceptar "terminos generales" ni manifestaciones ligeras de que mi carta "es toda ella una equivocación y aun no ha llegado el momento. No tengo porque apelar a ning;un testimonio, quiero sencillamente que los asuntos se traten con seriedad y sencillez, pretender de mi otra cosa es no conocerme o juzgarme totalmente incapaz.

Tú me habias llamado para consultarme. Me lo dices pro escrito en tu carta de 30 de Noviembre pasado: "Yo necesito desahogarme e incluso deseo consultar algunos como tú que creo no habeis perdido la cabeza". De modo, que a mi no me llamaste para hblar y explicar a un amigo los extremos de tu particular actuación. Tus frases copiadas lo prueban bien claro.

De palabra añadiste en nuestra conversación de Salisbury, que me llamabas como Presidente de Solidaridad de Trabajadores Vascos. Con estos antecedentes, yo no puedo pensar ni por un momento, que el hecho de mi llamada se redujera a cosa de comidilla y de disputa. El ambiente que me rodea amigo Koldo, es bien distinto del que tu te imaginas, porque hasta ahora, para suerte nuestra, a nadie he visto yo aquí, que haga cuestión de comentario y de habladuría de las cuestiones que se refieren a la C.T., ni a tu persona. supongo que no tienes ningún interés personal en ofenderme. y por eso atribuyo a precipitada redacción lo que dices en los primeros parrafos de tu carta.

Me leiste unos cuantos párrafos, expresamente escogidos, de varias cartas tuyas con el E.B.B. Lo único que se me ocurrió despues de oirte, fué el ofrecerme como Presidente de S.T.V. a proponer una solución que terminara con el conflicto. Respecto al fondo de las cosas, yo suspendí el jucio, porque no podía dar mi opinión en asunto tan grave, sin conocer a ciencia cierta el origen de la discusión. Mal pude decirte, por tanto "que tu tenias razón y que habias obrado bien". No podía decirtelo.

Pero una vez bien en claro este punto, de que yo ni te he dado razón, ni te la quito. Quiero recordarte palabras

tuyas, que son una invitación para que yo interviniera como Presidente de S.T.V. en este asunto. Me sugerias, que yo tratase de convencer al E.B.B., de que dejando a un lado cuanto de esta cuestión se había escrito hasta la fecha, se volviese a reconsiderar el problema y se estimaran las cosas en el mismo estado en que se encontraban a nuestra llegada a Inglaterra.

Yo no soy ni Jesus Aqueche, ni los Sres, del servicio, ni el Padre Onaindia. Yo soy el Presidente de S.T.V., que ha intervenido a tu petición, con el prestigio de su cargo y con facultades "para dar un puñetazo encima de la mesa, si hace falta, para que le oigan" porque "tú eres una autoridad y hay que oirte". "Representas por lo menos el 60 por ciento del País y tienes derecho". Y porque tengo esas prerrogativas, mil veces reconocidas por tí en el curso de la conversación, yo no puedo limitarme a oir, ver y callar, como ahora pretendes.

No he pretendido más que proponer y procurar una solución, precisamente para bien de todos, para el bien de la Patria principalmente. Dices ahora, que ya me advertiste que iba a fracasar en mi empeño. Hoy, despues de leer tu última carta, veo que las primeras dificultades que se oponen a mi noble esfuerzo son las que tu suscitas. Y, por cierto, te limitas a decirme que estoy equivocado, y ni siquiera me detallas los extremos de mi equivocación.

Para que quede bien claro; los terminos de mi carta del 30 de Diciembre, merecen otra respuesta; y mientras esta no llegue yo entiendo que tú rechazas en absoluto toda buena solución del asunto. Mi propuesta no lastimaba tus intereses, era totalmente desinteresada. Rechazarla, como tu la rechazas es colocarse en una posición de muy dificil defensa. Esto te lo dice tu amigo, tu consultor, una persona que ha intervenido en el problema a petición tuya, y que ademas es Presidente de Solidaridad de Trabajadores Vascos.

Te dije en mi carta anterior, que esta correspondencia era entre tú y yo; que por esta razón quedaría silenciada hasta que las ciscunstancias aconsejaran se pusiera en conocimiento de quien procediera. Te equivocas, y ademas no has leido mi carta anterior, si ahora has llegado a pensar que yo pueda dar a conocer mis cartas a los Sres, Beitia y Etxebaría. ¿Pero es que estas cuestiones tan graves, pueden ser comentadas y conocidas de cualquiera?. Yocreia que se trataba de corregir las cosas y no de fomentar especies.

Hoy no tienes derecho a escribir el párrafo primero de tu segunda página, porque sabes muy bien que ni el E.B.B. es la Delegación, ni el E.B.B. es Irujo. Despues de mi referida carta del 30 de Diciembre y de la anterior que te escribió E.B.B. sobre la cuestión manoseada de M. de la Sota, tu no puedes emplear ese lenguaje, ni tienes derecho a pecar tan de ligero. Que opinión me van a merecer a mi, espectador imparcial, unas frases tan graves y tan carentes de fundamento?

Para mi la cuestión de la Continental, no es solo una cuestión comercial; yo en esto discrepo profundamente de tu opinión. Podrá ser cuestión comercial, el hecho de la dirección y desarrollo de la Cia.; pero no es pura cuestión comercial el criterio que debe guiarnos al emplear esos fondos, debe ser puramente patriótico; la buena fé que debemos poner al tratar de resolver las cosas, debe fundarse en el

tuyas, que son una invitación para que yo interviniera como Presidente de S.T.V. en este asunto. Me sugerias, que yo tratase de convencer al E.B.B., de que dejando a un lado cuanto de esta cuestión se había escrito hasta la fecha, se volviese a reconsiderar el problema y se estimaran las cosas en el mismo estado en que se encontraban a nuestra llegada a Inglaterra.

Yo no soy ni Jesus Aqueche, ni los Sres, del servicio, ni el Padre Onaindia. Yo soy el Presidente de S.T.V., que ha intervenido a tu petición, con el prestigio de su cargo y con facultades "para dar un puñetazo encima de la mesa, si hace falta, para que le oigan" porque "tú eres una autoridad y hay que oirte". "Representas por lo menos el 60 por ciento del País y tienes derecho". Y porque tengo esas prerrogativas, mil veces reconocidas por tí en el curso de la conversación, yo no puedo limitarme a oir, ver y callar, como ahora pretendes.

No he pretendido más que proponer y procurar una solución, precisamente para bien de todos, para el bien de la Patria principalmente. Dices ahora, que ya me advertiste que iba a fracasar en mi empeño. Hoy, despues de leer tu última carta, veo que las primeras dificultades que se oponen a mi noble esfuerzo son las que tu suscitas. Y, por cierto, te limitas a decirme que estoy equivocado, y ni siquiera me detallas los extremos de mi equivocación.

Para que quede bien claro; los terminos de mi carta del 30 de Diciembre, merecen otra respuesta; y mientras esta no llegue yo entiendo que tú rechazas en absoluto toda buena solución del asunto. Mi propuesta no lastimaba tus intereses, era totalmente desinteresada. Rechazarla, como tu la rechazas es colocarse en una posición de muy dificil defensa. Esto te lo dice tu amigo, tu consultor, una persona que ha intervenido en el problema a petición tuya, y que ademas es Presidente de Solidaridad de Trabajadores Vascos.

Te dije en mi carta anterior, que esta correspondencia era entre tú y yo; que por esta razón quedaría silenciada hasta que las ciscunstancias aconsejaran se pusiera en conocimiento de quien procediera. Te equivocas, y ademas no has leido mi carta anterior, si ahora has llegado a pensar que yo pueda dar a conocer mis cartas a los Sres, Beitia y Etxebaría. ¿Pero es que estas cuestiones tan graves, pueden ser comentadas y conocidas de cualquiera?. Yocreia que se trataba de corregir las cosas y no de fomentar especies.

Hoy no tienes derecho a escribir el párrafo primero de tu segunda página, porque sabes muy bien que ni el E.B.B. es la Delegación, ni el E.B.B. es Irujo. Despues de mi referida carta del 30 de Diciembre y de la anterior que te escribió E.B.B. sobre la cuestión manoseada de M. de la Sota, tu no puedes emplear ese lenguaje, ni tienes derecho a pecar tan de ligero. Que opinión me van a merecer a mi, espectador imparcial, unas frases tan graves y tan carentes de fundamento?

Para mi la cuestión de la Continental, no es solo una cuestión comercial; yo en esto discrepo profundamente de tu opinión. Podrá ser cuestión comercial, el hecho de la dirección y desarrollo de la Cia.; pero no es pura cuestión comercial el criterio que debe guiarnos al emplear esos fondos, debe ser puramente patriótico; la buena fé que debemos poner al tratar de resolver las cosas, debe fundarse en el

Es copia

. DE ORTUZAR

The Mount Hotel
Ilfracombe 5 de Enero de 1.941

Sr. Don Pedro de Ormaetxea
REDHILL

121

Agur mi querido Kepa:

He recibido noticias de Marsella y me dicen que mi asunto lo ponen en conocimiento del representante de México y por lo tanto es muy posible, que bien la Embajada de México en Londres, o alguna persona que ellos indicarán, sabrá algo de ésto.

La situación hoy, tal como te expliqué en nuestra entrevista es la siguiente: Un grupo bancario en América, pone a mi disposición en América, en dollars, hasta un millón para que yo compre un buque adecuado para el transporte de unos mil a mil quinientos refugiados de la guerra civil en Francia a México. Ahora yo necesito encontrar la persona o entidad que va a correr con los gastos de poner (si fuera necesario) el buque que se compre en condiciones y pagar solamente los gastos del transporte de los mencionados refugiados.

De los dos planes que tengo, éste lo empecé por que el Dr. Negrín me indicó sus deseos y cuando ha llegado la hora de poner las libras como garantía de los gastos, tu mejor que nadie conoces su negativa.

Quiéres hacer el favor de enterarte en la Embajada de México si su colega en Francia le ha comunicado algo?

Si los de Negrin se niegan, crees tu que los de Prieto o los que sean estarían dispuestos a garantizar esos gastos?

En este asunto yo ya no puedo hacer más y si no hay quien pague los gastos lo tendré que dar, con gran sentimiento, por terminado.

Desde luego no deseo intervención alguna de personas que me obligarían a retirarme y tu sabes a quiénes me refiero.

Dispensa la molestia, que se la vas a hacer con sumo gusto y recibe un abrazo

Agur

KOLDO (Luis de Ortuzar)

19th August, 1940. 122 a

Luis de Ortuzar, Esq.
Mount Stuart House,
CARDIFF.

Dear Mr. Ortuzar,

I have to-day handed to Mr. C.H.A. Wills a letter of introduction to you. He is completely in my confidence, and I have asked him to acquaint himself on my behalf with the working of the Continental Transit Company, in accordance with the instructions I have given him.

I should be obliged if you would be kind enough to accord him the same consideration as you would to me, and to give him every facility for carrying out the mission entrusted to him.

Yours sincerely,

Manuel de Irujo.

123

19th August, 1940.

Luis de Ortuzar, Esq.
Mount Stuart House,
CARDIFF.

Dear Mr. Ortuzar,

I am writing to introduce Mr. C.H.A. Wills, who is completely in my confidence, and whom I have asked to acquaint himself on my behalf with the working of the Continental Transit Company, in accordance with the instructions I have given him.

I should be obliged if you would be kind enough to accord him the same consideration as you would to me, and to give him every facility for carrying out the mission entrusted to him.

Yours sincerely,

Manuel de Irujo.

copia

10 de Julio

194

Amigo Ortuzar:

No obstante su poca aficion a mi expresión epistolar, yo prefiero esta vez consignar por escrito mi parecer. Tiene demasiada importancia para confiarlo a la memoria, cuyos fallos he padecido no pocas veces.

Me pide Vd. un cheque de tres mil libras para pagar los gastos de una embarcacion que trata Vd de enviar a Francia. Yo no dudo del excelente deseo que a Vd. anima, pero, he de confesarle que, no estoy convencido de que tal expedicion pueda ser llevada a termino con racional esperanza de éxito. Para consignar lo que expongo me refiero a testimonios de que la Delegacion dispone, adquiridos en este mismo empeño que a Vd. guía. Como contrapartida, puedo decirle que, existen otros empeños en practica mas o menos restringida, que tal vez hagan innecesario el esfuerzo que Vd intenta.

Al propio tiempo he de decir a Vd que, el dinero de que dispongo, es el unico de que la Delegacion puede echar mano hoy para hacer frente a los acontecimientos. Aquí está la Delegacion, que es preciso mantener, ahora mas que nunca, ante el derrumbamiento de las restantes instituciones, en catalepsia forzada. En estos momentos existen una porcion de refugiados, de calidad, entre ellos algunos miembros de E.B.B. y la plantilla de la Oficina de Informacion. Se está preparando una Colonia en que vivan los quince que se encuentran en Londres. A Irlanada fué remitida una cantidad para atender a los que allí han llegado. Lo que Vd. me propone equivale a lo siguiente: (1) Cerrar la Delegacion. (2) Volver todos los refugiados a los lugares de concentracion de donde salieron. (3) Cesar en la orientacion iniciada desde Londres ya, por la previa indicacion recibida desde Paris, de ir organizando la vida vasca, reintegrando los organismos representativos de la unidad vasca a su existencia y actividad. (4) Dejar en manos de los españoles cualquier posibilidad enderezada a aprovechar momentos quizá proximos para situar en su lugar el problema vasco.

Esto que yo le digo es tangible, real, evidente. Lo que Vd me propone es un proyecto cuya realidad y eficacia no me es daddo aceptar porque lo desconozco en absoluto, constandome no obstante la dificultad a la que al comienzo de esta carta hago referencia.

Mas, al propio tiempo que me hablaba Vd de este asunto, ha puesto un inciso de interes en su conversacion: "Uno de los barcos lo he cobrado ya. El otro espero cobrarlo inmediatamente". Existe por lo tanto dinero real del que poder disponer. ¿Por qué no echar mano de él, que no está afecto a obligaciones tan fun-

damentales como las que pesan hoy sobre las libras que quedan en mi poder?

Conste pues que, yo no me niego a que sea intentado un medio extraordinario para extraer a nuestra gente. No conozco el que Vd intenta y por ello no entro en deliberacion sobre él. Pero, afirmo mi gran deseo y disposicion a colaborar en cualquiera que, racionalmente, conduzca a positivo resultado. Pero, lo que no puedo aceptar es la entrega de los fondos sobre los cuales descansa hoy toda la posibilidad de accion y ayuda para las organizaciones vascas y para nuestros compatriotas retenidos en el Continente, entrega que arrastre la catalepsia total de la organizacion, con consecuencias cuyo desastre Vd será el primero en impedir, si de su voluntad depende.

Esta es la causa por la cual, no me decido a enviar a Vd el cheque de tres mil libras que me ha pedido. He preferido -Vd habrá de comprenderlo bien- que conste por escrito, para que, de modo paladino aparezca el motivo por el cual mantuve la posicion en que me coloco por un imperativo de mi conciencia contra á cual no me es dado obrar.

Muy suyo

JMJ

Contraentes

THE DORCHESTER HOTEL
LONDON
TELEPHONE: MAYFAIR 8888

10 de Julio de 1940

Sr. Don Manuel de Irujo,
14, Eccleston Sq.,
S.W.1

126

Muy señor mio,

Confirmo a Ud. mi conversacion telefonica de esta mañana, en la que le he indicado se sirva Ud. enviarme en cheque a mi nombre, la cantidad de £3.000.0.0, que Ud. tiene en su poder y que me son imprescindibles para ponerlas en manos del Sr. de la Torre, segun es mi obligacion.

He recibido esta tarde una carta a la cual no deseo contestar ni hacer referencia, ya que nada de lo que en la misma se menciona, es de mi incumbencia, ni tiene relacion conmigo. Pero como veo en ella una negativa, quiero, tal como Ud. dice, poner las cosas por escrito, y no solamente ponerlas por escrito, sino para mayor seguridad, enviar una copia a los miembros del E.B.B. que se encuentran en esta, y otra copia al Sr. Delegado de Euzkadi en Londres.

Hoy, para mi, el asunto mas importante y que es un verdadero problema, y que no he de reparar en medios para resolverlo favorablemente, es el que cuantas personas comprometidas por el asunto patrio se encuentran en Francia. puedan ser libertadas y puestas a seguro, Por lo tanto, todas las consideraciones que Ud, me hace de que han llegado a esta miembros del E.B.B., que hay que atender, sostenimiento de los empleados de la Delegacion del Gobierno de Euzkadi en esta,

THE DORCHESTER HOTEL
LONDON
TELEPHONE: MAYFAIR 8888

SEGUNDA

etc. etc., son cosas de segundo lugar, y que a mi no me corresponden.

Me voy a permitir recordar a Ud. lo si-siguiente: Entregué a Ud. £7.000.0.0. Me comunicó el Sr. de la Torre que de estas cantidad quedaran £1.000.0.0 para atenciones de la Delegacion, y las otras £6.000.0.0, tengo orden de que lleguen a manos del Sr. de la Torre, y Ud. tiene orden del mismo Sr. de la Torre, de obrar de acuerdo con estas instrucciones. Ha entregado Ud. ya de acuerdo con mis instrucciones, y confirmadas despues por el Sr. de la Torre, ya que las mias no le eran bastante garantia, £2.890.0.0.

Y ahora yo le repito a Ud. Esas libras que Ud. tiene, no puede Ud. hacer uso de ellas para ninguna cosa que no sean las instrucciones recibidas por el Sr. de la Torre. Por lo tanto, insisto en que por escrito y para lavarme de toda responsabilidad, que es imprescindible, que inmediatamente, sin perdida de tiempo, sin mas cruce de correspondencia, me remita Ud. el cheque de £3.000.0.0 para que yo haga que con otra cantidad parecida pase a manos del Sr. de la Torre, y al mismo tiempo, le digo que de lo que toda esta operacion pueda costar, tanto en libras como en exito, me hago responsable yo, que para el Sr. de la Torre y para el Sr. Ziaurriz, tengo suficiente credito, no para esa cantidad solamente sino para una cantidad mayor.

De la negativa que Ud. me pueda dar a mi, solo podré decirle que será Ud. el unico responsable de lo que pueda suceder, ya que del tiempo que pueda perderse en que Ud. reciba las instrucciones directamente del Sr. de la Torre, puede Ud. darse cuenta, depende la suerte de un numero de vidas que nos son

THE DORCHESTER HOTEL
LONDON
TELEPHONE: MAYFAIR 8888

TERCERA

muy queridas.

Desde luego, niego a Ud. conocimiento alguno para poder juzgar de antemano, la empresa u operacion que proyecto llevar a cabo. Con esta carta quiero cerrar toda discusion sobre el asunto porque ya no queda tiempo mas que para actuar. Ante mis jefes, gozo del credito suficiente para disponer de esas £3.000.0.0, y no me cabra la menor responsabilidad si por cualquier causa, la no disposicion de fondos, me impidiera desarrollar el plan que tengo bien meditado.

He consultado con la representacion del E.B.B. en esta, quienes me dicen: "Haz todo por aquellos. Nosotros no queremos nada".

De lo que Ud. me habla de liquidaciones no depende de mi, sino de las autoridades inglesas,, y esto lo mismo puede ser dentro de quince dias, como de quince meses. Y hasta tanto esa liquidacion no se efectue, no puedo disponer de cantidad alguna procedente de dicha liquidacion.

Siempre en JEL

10 de Junio de 1940

Sr. Don Luis de Ortuzar,
Priory Close,
31, West Cliff Road,
BOURNEMOUTH.

177

Querido amigo,

Don Manuel de Irujo me encarga le comunique lo que el Sr. Torre le dice en cartas del 4 y 6 del corriente:

4 de Junio.-. Bajos Pirineos. Llegué a Bayona el 25 de Mayo y he vuelto el 1 del corriente.

El primer día salieron para Gurs todos los de Endara, a excepción de Solano que con Gortazar, Maidagan, Arrien, Urriza, Taramona, Pacho Arregui, Iturrate, Lasarte y Monzon, han marchado a Bourgneuf-la-Foret, (Mayenne).

En días sucesivos han salido para Gurs los restantes varones vascos sin distinción de edades ni categorías.

Han sido desmontados nuestros Hospitales y Oficinas no quedando alli por ahora nada más que nuestras mujeres.

Te ruego comuniques a Ortuzar estas noticias.

6 de Junio.- Te agradeceré digas tambien a Ortuzar se ocupe intensamente de nuestro encargo. Su encargo que hace en relación con Manu Sota, me es de todo punto imposible efectuarlo.

Recuerdos y un abrazo,

PRIORY CLOSE · 31 WEST CLIFF ROAD
BOURNEMOUTH
BOURNEMOUTH 633

7 de Junio de 1940.

Sr. Manuel de Irujo.
14 Ecleston Square.
London. S.W.

178

Agur Sr. de Irujo,

Recibo en este momento su tarjeta de visita en la que me dice; dia y hora en la que ha recibido Vd. orden telegrafica (no dice Vd. de quien) de abonar el cheque que adjunta,- El cheque viene extendido a mi nombre y para mayor nulidad viene sin firmar.

Como la cantidad coincide con la que debe Vd. de entregar al Sr. Maurice Olivier en esa,tal vez sea conveniente repase Vd. esa orden telegrafica que dice haber recibido,ya que esa orden no debe ser ni mas ni menos que la confirmacion de lo que yo en esa Delegacion le expuse de palabra y que Vd. tan descortesmente acogió.

Es para esto para lo que el Sr. Ziaurriz le ha nombrado a Vd. apoderado,para esta clase de operaciones que yo no debo de hacer,para todas las demas hasta el dia de la fecha estoy yo.

Adjunto le devuelvo a Vd. el arriba mencionado cheque y tal vez seria conveniente el evitar demorar mas este asunto ya que el Sr. Olivier puede empezar a juzgar de informal al Sr. de la Torre.

Para cualquier aclaracion debe Vd. dirigirse directamente a Paris.

Agur en JEL,

Luis de Ortuzar.

No. OX/25 003753

21, GROSVENOR GARDENS, S.W.

1703

London June 5th. 1940

The National Bank Limited.

BELGRAVIA BRANCH.

"A/c Payee"

TWO PENCE

Pay Luis de Ortuzar or Order

the sum of two thousand eight hundred and ninety pounds

£ 2.890. 0. 0.

M

Charles Skipper & East, Ltd. London.

THIS CHEQUE MUST BE SIGNED ON THE BACK BY THE PERSON TO WHOM IT IS PAYABLE.

Copia

ELIODORO DE LA TORRE

PARIS, 24 de Mayo de 1940

Sr. D. Luis de ORTUZAR
Colum Buildings
Mount Stuart Square
CARDIFF

180

Querido amigo:

Ruego a Vd. se sirva entregar a Mr. Maurice Olivier, en calidad de prestamo y por mi cuenta, la cantidad de £2.890 (dos mil ochocientas noventa libras esterlinas), cuya cantidad confia reintegrar durante el mes proximo.-

Suyo affmo. amigo y s.s.

(fdo.) Eliodoro de la Torre

LUIS DE ORTUZAR.

En este momento me comunican de Cardiff-que se ha recibido una carta de Ziaurriz dando orden que se entreguen a la Banca Montegu £.10000-0-0 ??????? Se va Vd. dando cuenta? Ya le mandaré a Vd. copia - Asi juraremos juntos.

PRIORY CLOSE · 31 WEST CLIFF ROAD
BOURNEMOUTH
BOURNEMOUTH 633

11 de Mayo de 1940.

181

Sr. Manuel de Irujo.
14 Ecleston Square.
London.

Agur, mi querido amigo,

Por separado envio a Vd. el cheque de £.7000 de acuerdo con su atta. carta a la Cia.

Que conste que si no he retenido el mencionado cheque hasta que Paris hubiera dado conformidad a nuestros numeros es unicamente en atencion a Vd. y no retiro nada de lo que le he dicho a Vd. por telefono, lo que es mas, cuando Vd. este enterado de todo me dará la razon.

Los prestamos y pagos por cuenta del Dr. Ziaurriz son como sigue:

-En Londres el	14-7-1939.	£.3000-0-0
,, Paris	9-2-1940.	2000-0-0
,, Cardiff	20-2-1940.	3000-0-0
Sr. Lizaso	,, ,, ...	300-0-0
Sr. Bennett	,, ,, ...	300-0-0
Dunhill	21-9-1939.	75-5-0
	Total	£.8675-5-0

El saldo en caja el dia de la Junta Gral.,dia 7de Mayo fue de £.25675-18-0 segun certificado del Sr. Secretario de la Cia. que se presento para su lectura y cuya copia del mismo doy orden a Cardiff para que se lo envien.

Comprendera Vd. que es imprescindible que Paris de su conformidad a esos numeros antes de dar un paso mas y en este caso un paso quiere decir una Libra.

Un abrazo en Jel,

Luis de Ortuzar.

M

11 Mayo 1.940

Amigo Ortuzar:

182

Me refiero a nuestra conversación telefónica de hoy, para reiterar mis manifestaciones.

Voy a procurar expresarme con plena diafanidad. Le ruego que me lea sin excitarse, amigo Ortuzar. Yo no tengo más que buena voluntad, puesta al servicio de mi pais, como Vd.

Me dice Vd. que, Doroteo ha recibido 8.675 libras, que no han recibido los restantes socios. Es pues preciso, como labor previa, la de entregar a estos restantes socios, las sumas correspondientes. La cuenta sería en este caso como sigue:

Cantidades en caja el día de la Junta	£ 25.600
Acordado dejar en Caja	" 5.000
Saldo libre para repartir entre los socios	" 20.600
37,50 adeudado a los socios restantes, correspondiente a las 8.675 ya percibidas por Doroteo	" 5.205
Saldo que resta para reparto proporcional	" 15.395
De esta suma corresponde a Doroteo	" 9.621

Tome Vd. en sus manos mi carta del 9 cte. y encontrará Vd. igual resultado obtenido por otro procedimiento, que yo suponía no habría de proporcionar a Vd. el disgusto que me ha expresado en su conferencia.

En el supuesto de que la cantidad de que Doroteo ha dispuesto, sin correspondencia por parte de los restantes socios, fuera de 5.675, en lugar de serlo de 8.675, supuesto que se previene de igual modo en la cuenta puesta en el segundo pliego de mi carta, los resultados cifrados serían los siguientes:

Cantidad en Caja el día de la Junta	£ 25.600
Acordado resrrvar en Caja	" 5.000
Saldo para repartir entre los socios	"20.600
37,50 abonado a los restantes socios para nivelar	" 3.405
Saldo que resta para su reparto entre los socios	" 17.195
62,50% correspondiente a Doroteo	" 10.746

Yo celebraré mucho que Vd. someta estas cuentas a la oficina de la Cía. Estoy deseándolo. Y acepto desde luego su resolución de que, me abonen seguidamente en nuevo cheque, la diferencia entre la cifra que arroje el saldo disponible y la cantidad percibida.

He dicho a Vd, y repito, que Paris me da como abonadas, ademas de las 25.000 de reparto proporcional, otras 5.000, entregadas, 2.000 el 9 y 3.000 el 28 de Febrero. Nada me han dicho de las 3.000 figuradas en el balance, ni de las 675 de pico, de las cuales, 300 fueron entregadas en esta Delegacion. He pedido aclaracion y la espero. Pero, yo no podia decir a Vd cosa distinta de la que era en realidad.

La cuenta que Vd me hacía por telefono, al comunicarme que se veia obligado a suspender el envio del cheque, por no corresponder a Doroteo cantidad superior a unas cuatro mil libras escasas, parte del supuesto de descontar a Doroteo la cantidad de 8.675, mas la mitad de esa suma -el 62,50- que dejaba de serle abonado. Pero, ya se acerque a un sistema de contabilidad normal o a la cuenta de la vieja, Pitagoras no hacía milagros ni era un guasón sin duda. La parte de Doroteo, partiendo de las cifras dadas por Vd. es como queda indicado. Vd verá como su oficina lo confirma, con las rectificaciones obligadas de la cantidad exacta de caja sobre la que sea hecha la deduccion. Yo no tengo de ello duda alguna, ni creo que Vd. la tenga tampoco en estos momentos. Fué sin duda poco clara la fórmula por mi empleada en la carta anterior.

Espero pues me envíe Vd cuanto antes el cheque por el saldo, pues recibo en este mismo momento, despues de mi conversacion con Vd. un telegrama de Paris muy apremiante y preferiría dejarlo arreglado antes de mi viaje, si es que al fin puedo hacerlo.

Al propio tiempo, me interesa conocer la cuenta de caja desde primero de año, para poder trasladarla a Eliodoro, que me la ha pedido, para conocer los conceptos que han reducido la cifra figurada en el balance a la actual.

Tambien sigo esperando las copias de las disposiciones reguladoras de la venta de buques, que Aqueche me anunció en presencia de Vd. el dia 23 de Abril. Yo creo que, ya ha habido tiempo de obtener las copias, querido.

Suyo affmo

183

Londres, 9 de Mayo de 1.940

Sr. Don Luis de Ortuzar
BOURNEMOUTH

Querido Ortuzar:

Siento tener que escribirle después de saber que conmigo prefiere Vd. hablar a escribir.

Cuando esta tarde le he dejado, no teniendo la seguridad de las operaciones que ha hecho sobre una cuartilla de papel para deducir la cifra de £ 7.000, he vuelto yo a revisarlas. Con arreglo a los datos que Vd. me ha dado, la cuenta es a mi parecer como sigue:

Existencia en Caja.	£ 25.600
Cobrado en 1.939 y figurado en el Balance . . .	" 3.000
Cobrado este año	" 5.675
Suma de las tres partidas . . .	£ 34.275
Reservado para Caja.	£ 5.000
Cantidad a repartir entre los socios	£ 29.275
62,50% correspondiente a Ziaufitz	£ 18.296
A deducir las cantidades entregadas	£ 8.675
Saldo a percibir por Doroteo.	£ 9.621

Usted ha deducido la cantidad de saldo de £ 7.000 sin computar para nada las £ 3.000 que dice Vd. fueron entregadas a Ziaufitz el año pasado sin correspondencia igual para los restantes socios. La verdad es que yo no sé cómo ha podido verificarse tal deducción. No hay en ello nada perdido, pero lo que sí me interesa es aclarar los conceptos para que no aparezca que la

entrega ordenada por Vd. es equivalente al saldo de la cantidad a que Ziaufitz tiene derecho. Además me interesa también hacerle ver que no necesita Vd. acudir al procedimiento de responder personalmente de la suma de £ 3.000 percibidas el año pasado, desde el momento en que aún computada esta cantidad, quedan pendientes de cobrar en favor de Ziaufitz £ 2.621.

Como todas estas cuentas al igual que las que Vd. ha hecho esta mañana son cifras sobre números redondos, tomados de memoria, agradeceré a Vd. tenga la bondad de enviarme una liquidación en la que aparezca la cantidad exacta que Ziaufitz debe percibir y los conceptos de las liquidaciones.

Comprenderá Vd. ahora lo interesante que era haber tenido aqui las cifras que yo le pedí a Vd. en mi anterior y que en ésta le reitero.

También le recuerdo que no he recibido copias de los decretos relativos al barco y sus enajenaciones, de las que tantas veces hemos hablado.

La cuenta que esta mañana ha hecho Vd., es a mi parecer como sigue:

Existencia en Caja.	£ 25.600
Anticipos a Ziaufitz.	" 5.675
Saldo de Caja.	" 31.275
Debe quedar con arreglo al acuerdo de la Junta.	" 5.000
Han de repartirse pues.	" 26.275
62,50% para Ziaufitz.	" 16.411
A deducir entregado antes	" 5.675
Saldo liquido a s/f	" 10.736

No sé cómo estas 10.736, se han convertido en unas £ 7.000.

En todo caso, vuelvo a repetir, me interesa contar con una liquidación exacta confeccionada sobre números ciertos, que correspondan a extractos de cuenta conocidos que, puesto que obran en los libros, con transcribirlos basta.

Un abrazo,

8 de Mayo

184

Amigo Ortuzar: Le incluyo copia del poder, con el fin de que me devuelva el original.

No es precisamente un modelo de claridad, pero, contiene facultades para representar en las Juntas Generales, adoptar toda clase de acuerdos, incluso el de disolucion y liquidacion y llevarlos a efecto, percibiendo las sumas que provengan de las acciones representadas, cualquiera que sea su titulo, dividendo, reservas, capital, etc, y otorgando todos los documentos que interesen a tales efectos.

Si tengo facultad para percibir la parte de capital entregada, en anticipo o devolucion, es claro que puedo hacerlo en una sola vez o en varias, en la cantidad exacta que correspondia al accionista representado o en cantidades a cuenta de aquella, concertando las condiciones en que tal entrega se verifique. Quien puede lo mas, puede lo menos, segun es claro.

Suyo

7 de Mayo

185

Amigo Ortuzar: Le pongo estas letras, siguiendo sus indicaciones, para rogarle algunos datos que me interesa conocer con exactitud.

1 - Movimiento de caja en lo que va de año.

2 - Cuenta de Ziaurritz, especificando fechas y cantidades.

3 - Cuenta de los demas socios.

4 - Cantidad de la que pueda disponer Torre. Sobre la base de 26.000 libras, que me trasladó M. Barnett por encargo de Vd, deducidas las 5.000 que deberán quedar en caja, restan 21.000, de las que, el 62,5 p% asciende a 13.125; pero, me figuro que 26.000 no será la cantidad exacta en caja el dia primero del corriente, y tampoco presumo que sea la del dia de hoy.

5 - He dado cuenta a Paris de las impresiones y acuerdos que Vd. conoce, rogando instrucciones concretas, que le transmitiré en cuanto reciba. Pero, ya Vd. sabe cuales serán esas instrucciones. Por ello y sin perjuicio de seguir las negociaciones de venta, habrá de disponerse de alguna cantidad inmediátamente. Ruégole tome sus medidas, a fin de que, antes de salir Vd. de Londres pueda quedar arreglado el asunto.

Abrazos

29 de Abril

196

Amigo Ortuzar:

He recibido el Poder del Sr. Ziaurritz. Es amplio. Está otorgado ante el Notario de Paris M. Francois Burbe el 23 cts, legalizado por el Tribunal del Sema con igual fecha, visado por Affaires Etrangeres al siguiente, por el Ministerio de Justicia de Francia el mismo 24 y por el Consulado Ingles en Paris con la propia fecha.

Con el poder recibo las instrucciones cuya copia incluyo. Ruegole me de su parecer antes de presentarlas a la Junta.

Espera sus noticias

Aranzadi

6 Mayo

Llama Ortuzar desde Cardiff. Me cita para mañana a las 10,30 en su hotel. Añade que, el único en perspectiva que ahora tiene es el de Olivier, que no espera realizar. Añade que, los restantes partícipes están dispuestos a aceptar la venta a Olivier de toda la empresa. Aplaza el resto de su información a nuestra conferencia de mañana.

-o-

23 Abril

187

Ortuzar me llama al Hotel. Le encuentro con Aqueche. En aquel momento tiene que ir al Almirantazgo. Le acompaño hasta allí. Me dice en el camino que el Gobierno no paga el barco, habiéndose reservado abonarlo, al precio que tenía el día anterior a la guerra. El único buque que le queda a la compañía es un cacharro indecente, con el cual se pierde navegando. Es un barco francés, que fué malo siempre y que ahora está empeorado. Cada viaje exije reparaciones en todos los puertos.

No hay quien compre este barco, ni las acciones de la compañía. El --Ortuzar-- no podía situarse en plan de Gerente y comprador a la vez, por lo cual, ha pedido con reiteración que se nombrara un apoderado.

Actualmente, pordrá disponer Ziaufitz de unas £ 25.000. El está dispuesto --si no tuviera otra solución-- a dar otras 25.000 por las acciones, obligándose además a entregar la mitad de los beneficios que, sobre ese precio, se obtengan, si fueren habidos en lo sucesivo, con respecto a las acciones que adquiere.

Es fácil enviar esas 50.000 libras a Paris, aprovechando las necesidades de cierta Casa Armadora, cuyo nombre no cita.

Le pregunto si las 25.000 libras que pueden entregarse ahora, son cantidad exacta: Me contesta que no, y que, bien puede suceder que, no alcance la suma entregada a esa cifra, por depender del estado de caja.

Insisto si no se encontraría comprador para las acciones: Supone que no.

Reitero yo los términos de su propuesta, con respecto a su disposición para pagar £ 25.000 por las acciones, obligándose a la entrega de la mitad problemática de los beneficios y corriendo de su exclusiva cuenta las pérdidas, si las hubiere. Con este motivo me aclara que, posiblemente no fuera él quien adquiera las acciones, sino algún otro amigo; y que, el procedimiento para pagar las 25.000 sería la hipoteca de los buques.

Pregunto acerca de fechas aproximadas para ambas entregas. Me da con relación a las dos, plazos de horas.

Vuelve a repetir con este motivo que, él no estaba en condiciones de hacer esta propuesta, mientras no hubiera persona distinta de él para poder aceptarla y discutir condiciones, ya que, no puede constituírse en comprador y vendedor al mismo tiempo. Ese es el motivo fundamental, por el cual, no acepta usar del poder

permanente y de la plena confianza que de Ziaufitz tiene, prefiriendo que sea apoderado persona distinta.

Le pido me explique cómo no puede vender hoy el barco y antes lo vendió. Me contesta que, el comprador, se ha "rajado"; que le ha ofrecido 20.000 libras, en lugar del precio anterior --me suenan 35.000--. El comprador --añade-- podría haber logrado autorización para adquirir el barco, porque, porque ha perdido varias unidades, hundidas en la guerra. Pero, es él quien no quiere comprarlo. En cuanto vió el barco, se echó hacia atrás.

Le pregunto cuál es su situación de saldo con Paris: Me dice que, recibió 50.000 libras y que ha devuelto ya las 50.000. Cuanto entregue pues, a partir de este momento, será ganancia. El plan que presenta es pues el de, duplicar el capital, entregando 100.000 contra las 50.000 recibidas.

Quedamos citados para las seis y media de la tarde de hoy mismo. Aqueche estará presente en la reunión.

-o-

23 Abril 1940

Segunda conferencia. 188

La tengo en el D.H. con Ortuzar y Aqueche. Ortuzar repite los términos de la anterior charla, sin añadir sustancialmente nada nuevo. Aqueche concurre con su silencio a las manifestaciones de Ortuzar. De un modo concreto, vuelve a repetir Ortuzar sus ofrecimientos de quedarse con las acciones de Ziaúfitz por 25.000 libras, obligándose a entregar la mitad de los beneficios que, sobre aquella cantidad pudieran corresponderle, si los hubiere, siendo de su exclusiva cuenta las pérdidas que puedan ser computadas en la explotación o venta de las unidades. A tal efecto, cita varias cifras de las cuales se deduce que, con la explotación del barco que queda, se pierde dinero.

Afirma que, los dos barcos que Ziaúfitz y Olazabal obligaron a vender precipitadamente en su último viaje, para enviar fondos a Venezuela, o para lo que fuere, hoy, en lugar de las cantidades obtenidas, supondrían, uno de ellos 200.000 libras y el otro 150.000, habiéndose dejado de ganar unas 300.000 libras.

Relaciona la existencia de dos Decretos, uno de Setiembre y otro de Marzo, que se ocupan de estos asuntos. El primero faculta al Gobierno para incautarse de toda la flota mercante, por el precio que tenía el día antes de la guerra. El segundo regula la venta, impidiendo que pueda disponer el armador de más dinero que, el que valía el barco el día antes de la guerra: El resto queda en depósito y con su importe le es dado al armador tan solo adquirir otro barco que substituya al vendido o siniestrado, pero no puede disponer de su importe libremente. A lo que parece, estos depósitos van a ser negociables. Promete Aqueche enviarme el texto de ambos Decretos.

Me entregan el balance cerrado el 31 de Diciembre 1.939.

Insiste en que, si las acciones de Ziaúfitz se venden, con ellas deberán ser vendidas las suyas propias, ya que, él no quiere quedarse en la compañía, si sale Ziaúfitz de ella.

Cabe pedir contra el barco vendido una cantidad quizá hasta 10.000 libras, pero, no conviene, porque --afirma-- se queda en peor situación para reclamar el resto.

Las 25.000 de dividendo pueden entregarse en 24 horas.

-o-

Ortuzar

20 de Abril de 1940.

Sr. Doroteo de Ziaurriz.
11 Avenue Marceau.
Paris. XVl.

189

Agur mi querido amigo,

He recibido su telegrama que traducido del frances dice:

-Imposible viaje propuesto stop enviaremos poder instrucciones Manuel Irujo despues haber recibido balance stop rogamos indicarnos projectos resolucion o proposiciones a estudiar adoptar Junta general - Eliodoro Ziaurriz.-

Primeramente lamento el que no hayan Vds. conseguido el permiso necesario para trasladarse a esta y le agradecere me indique los motivos y si la autorizacion ha sido denegada por parte de las autoridades Francesas o Britanicas.

Me parece muy bien y por lo tanto es de mi conforformidad el que el Sr. M. de Irujo represente a Vd. en la Junta General y para esto espero le autoricen debidamente.

Por el Balance y Cuenta de Perdidas y Ganancias que debe de obrar en su poder puede Vd. darse perfecta cuenta de la situacion de la Cia. y a esta situacion no hay que anadir nada mas que dos cosas: Primera,que el s.s."Transeas" fue comprado por el Gobierno Britanico en el mes de Septiembre, que dice que su precio es el anterior a la declaracion de guerra,que a mi no me parece bien,pero que con que a mi no me parezca bien no adelantamos nada.

Segunda,que el s.s."Emerald Wings" es el unico buque que nos queda,que es una cafetera Rusa,que no nos autorizan a su venta y que por lo tanto lo mismo puede dar beneficios como perdidas.

Con la situacion clara y terminante delante de Vd. de las ordenes e instrucciones que Vd. crea mas convenientes a sus intereses que en esta estamos siempre dispuestos seguirlas al pie de la letra. Yo no puedo indicarles projecto alguno pues desconozco su situacion y lo que Vd. desea.

(2)

Si Vd. indica al Sr. Irujo lo que Vd. desea este senor le sometera a Vd. su proposicion y yo dispuesto siempre a ayudar.

El Lunes salgo para Londres para poner al Sr. Irujo al corriente de la situacion de la Compania y tendremos una reunion previa con Mr. Barnett y Mr. Bennett, luego el comunicara con Vd.

Siempre a sus ordenes,

Agur,

Luis de Ortuzar.

CONTINENTAL TRANSIT

20 Abril

190

Ortuzar me llama al teléfono desde Cardiff. Me comunica que he sido nombredo apoderado de Ziaufitz, para representarle como titular que es de un paquete de acciones en la compañía. Añade que, es preciso que los poderes que reciba sean plenos, sin limitación alguna, con el fin de que pueda acometerse el problema de la liquidación de la compañía o los que sean pertinentes, sin dejar para ulteriores consultas la resolución de extremos que es preciso acordar en cada momento.

Yo me limito a contestarle que, la primera y única noticia que a mi llega sobre el tema es la que él me transmite.

Añade que, el lunes próximo vendrá, con los balances, para tratar el asunto. Después de hablar con él, podré --añade-- consultar con los funcionarios contables.

-o-

27th August, 1940.

Messrs. Petch & Co.
42 Bedford Row,
W.C.

191

Dear Sirs,

With reference to our telephone conversation of this morning, I now have the pleasure to enclose a copy of the French text of the Power of Attorney then mentioned, together with an English translation.

In Mr. Irujo's opinion, the word "substituer" on page three, line seven of the French text, allows him to delegate all or part of his Power of Attorney to some other person, and he would be glad to know how long the necessary formalities will take, and when you can make an appointment for him with the Notary for this purpose.

Yours faithfully,

Jose I. de Lizaso.

TELEGRAMS, "HORATIO, HOLB, LONDON."
TELEPHONE, CHANCERY 7756.
" " 7757.
PETCH & CO.
J. M. STEVENS.
MANAGED BY
G & G KEITH.
GERALD KEITH.
CECIL G. KEITH.
JOHN S. KEITH.
DOUGLAS CAREY.

TEMPORARY ADDRESS:-
16, SOUTHAMPTON PLACE, HOLBORN.

42, Bedford Row,
London, W.C.1

8th. August 1940.

HP/PG.

Sr. Don Manuel de Irujo,
Basque Delegation,
7/8 Hobart Place,
Eaton Square,
London.S.W.1.

192

Dear Sir,

re Dr. Ziaurriz.

With reference to your call here we have made enquiries of the Board of Trade (Trading with the Enemy Branch) as to the disposal of these funds for the benefit of the Basque Refugees in this Country.

We were informed that for the purposes of the Act persons of any nationality residing in any part of France at the present time are considered enemy aliens of this Country, and that if funds in this Country belonging to such persons are restricted by a Bank or otherwise a Licence of the Board of Trade is required before such funds can be dealt with. We gathered that there would be no difficulty in obtaining such Licence provided an application was made in person, or in writing accompanied by full particulars and the Power of Attorney which we understand you hold.

On the other hand we were informed that if there was no such restriction as above indicated on the fund no Licence would be necessary and you would be at liberty to use the money for any purposes whatever in this Country.

In the circumstances you may prefer to adopt the more prudent course of obtaining the Licence, and if you so decide and will let us have instructions and the Power of Attorney we will make the necessary application.

Yours faithfully,

Petch & Co.

Encs.

TELEGRAMS, "HORATIO, HOLB, LONDON."
TELEPHONE, CHANCERY 7756.
" " 7757.
PETCH & CO.
J. M. STEVENS.
MANAGED BY
G & G KEITH.
GERALD KEITH.
CECIL G. KEITH.
JOHN S. KEITH.
DOUGLAS CAREY.

TEMPORARY ADDRESS:-
18, SOUTHAMPTON PLACE, HOLBORN.

~~12, Bedford Row,~~

~~London,~~ W.C.1 1st. August 1940.

HP/PG.

193

Sr. Manuel de Irujo,
Basque Delegation,
7/8 Hobart Place,
Eaton Square,
London.S.W.1.

Dear Sir,

Re: Dr. Ziaurriz.

We thank you for your letter of the 29th.ult. enclosing a copy of the French Power of Attorney.

There is nothing to prevent you demanding the shares from Sr. Ortuzar, but if he refuses to hand them over the Power of Attorney is insufficient to enable you in the name of Dr. Ziaurriz to take proceedings against Sr. Ortuzar.

At the same time, it would appear that Dr.Ziaurriz is, or may be, in the position of an enemy alien and it is advisable, as you appear to have received £7,000 on Dr.Ziaurriz's account, that you should lay the position with regard to the shares held by Dr.Ziaurriz and the receipt of the £7,000 before the Custodian of Enemy Property for his instructions.

The address of the Custodian of Enemy Property is:-

Public Trustee Office,
Kingsway,
W.C.2.

With reference to the law regarding the blocking of capital held in this country by people living in France to which you refer, we enclose herewith a copy of the Trading with the Enemy Act 1939 together with the Statutory Rules and Order 1940 No.1289, which we trust will be sufficient for your purpose.

Yours faithfully,

Petch & Co

TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL. ENCLOSURE No 487 "JUSTSO"

YOUR REF.
OUR REF. DBL/BH.

Thornton House,
Finsbury Square,
London, E.C.2.

8th September 1941.
Monday.

Dear Sir,

p44

Continental Transit Co.Ltd.

We enclose a copy of a letter we have received from the London Solicitors to the Liquidator.

If you will refer to the Affidavit of the Liquidator you will note that the amounts alleged to have been paid to or on account of Dr.Ziaurriz are as follows:

14th July 1931.	£3000.	
16th Aug. 1939.	25000.	
9th Feb. 1940.	5000.	paid to Evans & Reid Ltd.
21st Feb. 1940.	300.	paid to J.I.de Lizaso.
20th Feb. 1940.	300.	paid to Mr.Bennett.
10th May 1940.	7000.	paid to Senor Irujo.
31st May 1940.	285.14.3.	to Senor Ortuzar.
	£40885. 14. 3.	

It is not clear to us why amounts paid to Evans & Reid Ltd and to Senor Ortuzar should be charged against Dr.Ziaurriz and perhaps you will be able to explain this to us.

The balance now due assuming the above figures to be correct will be as follows:

Amount approximately due on the Shares.	75000.
Less paid as above.	40885.
Balance -	£34115.

Yours faithfully,

Senor Manuel de Irujo,
7/8, Hobart Place,
Eaton Square,
S.W.1.

COPY

Phoenix Levinson Walters and Shane,
Thornton House,
Finsbury Square,
London, E.C.2

8th. September 1941
Monday

Dear Sir,

Continental Transit Co. Ltd., 196

We enclose a copy of a letter we have received from the London Solicitors to the Liquidator.

If you will refer to the Affidavit of the Liquidator you will note that the amounts alleged to have been paid to or on account of Dr. Ziaurriz are as follows:

14th. July 1931	£3.000	
16th. Aug. 1939	25.000	
9th. Feb. 1940	5.000	paid to Evans & Reid Ltd.
21st. Feb. 1940	300	paid to J.I. de Lizaso
20th. Feb. 1940	300	paid to Mr. Bennett
10th. May 1940	7.000	paid to Señor Irujo
31st. May 1940	285.14.3	to Señor Ortuzar.
	£40.885.14.3	

It is not clear to us why amounts paid to Evans & Reid Ltd. and to Señor Ortuzar should be charged against Dr. Ziaurriz and perhaps you will be able to explain this to us.

The balance now due assuming the above figures to be correct will be as follows:

Amount approximately due on the Shares	75.000
Less paid as above	40.885
Balance	£34.115.

Señor Manuel de Irujo,
7/8, Hobart Place,
Eaton Square,
S.W.1

Yours faithfully,

Signed

Continental

198

26th August, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

We beg to acknowledge receipt of your letter of the 25th August, enclosing the documents of the Comite Basque duly certified by the Notary Public, for which we thank you.

We note that you have paid the Notary's fees, amounting to £3.11.6.

Yours faithfully,

TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL.

YOUR REF.

OUR REF. DBL/BH.

Thornton House, 199
Finsbury Square,
London, E.C. 2.

25th August 1941.
Monday.

Dear Sir,

Comite Basque des Refugies.

We now enclose the documents of the Comite Basque duly certified by the Notary Public in duplicate.

We have paid the Notary's fees which amounted to £3.11. 8.

Kindly acknowledge receipt.

Yours faithfully,

REGISTERED.

Senor Manuel de Irujo,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square, S.W.

TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

YOUR REF.
OUR REF. DBL/FM

ENCL.

Thornton House, 200
Finsbury Square,
London, E.C. 2.
Continental

11th August 1941.
Monday.

Dear Sir,

Continental Transit Co.Ltd.

We have today heard from Mr. ~~Ontzar~~ Ortuzar's Solicitors declining to serve us with a copy of their Client's Affidavit on the ground that they have not filed same in view of the Adjournment of the hearing to October next.

Yours faithfully,

Senor Manuel de Irujo,
Basque Delegation,
7/8, Hobart Place,
Eaton Square,
S.W.1.

Continental

ENCLOSURE No. 49 "JUSTSO"

TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

Thornton House, 201
Finsbury Square,
London, E.C.2.

YOUR REF.
OUR REF. DBL/PVS

13th August, 1941.
Wednesday.

Dear Sir,

Continental Transit Co.Ltd.,

Referring to your interview with us of this morning we enclose a copy of the correspondence that recently passed between us and Mr. Ortuzar's Solicitors and the Liquidator.

Yours faithfully.

Senor Manuel de Irugo,
The Basque Delegation,
7/8 Hobart Place,
Eaton Square.S.W.

We return the letter of the 8th Aug which you left on our desk.

TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL.

YOUR REF.

OUR REF. DBL/BH.

Thornton House,
Finsbury Square,
London, E.C. 2.

202

8th August 1941.
Friday.

Dear Sir,

Continental Transit Co.Ltd.

We duly received your letter of the 5th inst which we have carefully considered and we propose replying to the various points raised therein as follows:-

1. We agree with your suggestion that the amount that will be payable on the Shares belonging to Dr.Ziarriz be ascertained, and we have written to the Liquidator asking him for this information.

2. Senor Ortuzar did not file his Affidavit. In view of the fact that the Registrar declined to deal with the issues involved and granted us an adjournment until October the Solicitors to Senor Ortuzar were not compelled to file their Affidavit. We have however applied to them for a copy of their proposed Affidavit, but we do not think that they will for the present comply with our request because in our view Senor Ortuzar is merely being as obstructive as possible.

3. Counsel for Senor Ortuzar at the hearing of the Summons intimated that his Client claimed the Shares on the ground that he had made advances to Senor Ziaurriz and that the latter had signed his name on the back of the Shares and handed them over to Senor Ortuzar. We repudiated his suggestion that this was the method of transfer of Shares that obtained in Spain, and in any case we pointed out that as these Shares were in an English Company and the transfer would have to operate in England the law of England would have to be complied with, and that therefore a legal transfer as required by the laws of this country was essential to pass the property in the Shares. The

P.T.O.

Registrar accepted our view upon this matter and confirmed that the Shares could not pass except by a formal transfer.

4. The Liquidator was appointed at the Extraordinary General Meeting of the Company by the Shareholders present. It is true that you were excluded from the Meeting but this was because they declined to admit the Power of Attorney under which you were acting. Unfortunately we are of the opinion that the Power of Attorney did not entitle you to claim admission to the Meeting. Firstly because the document itself is not in order, and secondly that as Dr.Ziaurriz the owner of the Shares was in Enemy territory the Power of Attorney would cease to have effect, and the only person who could represent him was the Custodian for Enemy property. In these circumstances it is not possible to attack the Liquidator on the ground that he was wrongly appointed, and we do not think that it would be advisable at the present stage to take up a hostile attitude towards him. We think it best to allow the proceedings to continue for the present. We feel sure that if the Liquidator were attacked he would at once hand over the cash value of the Shares to the Custodian Trustee as he is fully entitled to do. You will appreciate that he does not really require anybody's consent to do this and he would be able to contend that he had taken the only course open to him in view of the fact that according to his information Dr.Ziaurriz the rightful owner of the Shares is in Enemy territory.

In any case we have no fear as to the Liquidator acting improperly. He knows perfectly well that his actions will be scrutinized, and any action on his part which would be in any way irregular would render him personally liable.

5. We think that the point raised by you in this paragraph is fully dealt with by the foregoing remarks.

6. We do not think it likely that the Liquidator will resign.

P.T.O.

7. In view of the fact that the Liquidator appreciates his position and is aware that he would be in order in handing over the cash to the Custodian, we are afraid that any action taken by us against him personally would only result in his handing the cash over to the Custodian. If a compromise could be reached with Senor Ortuzar the whole matter could be settled before the 15th October, but we do not think that the Liquidator would hand any money over to you so long as the domicile of Senor Ziaurriz is in any doubt.

8. We appreciate the point you raise in the event of Spain entering the War, but we are hoping that the domicile of the Comite Basque will be moved to Brazzaville in time to enable the money to be claimed by them. We do not think that a compromise would be sanctioned by the Court so as to enable any payment to be made to you as representing Dr.Ziaurriz so long as the latter is domiciled in Enemy territory.

We realize that you are following this matter with close attention, and we too are extremely anxious that the cash resulting from the Shares should not find its way into the wrong hands. We shall be glad to discuss this matter further with you when you see us.

Yours faithfully,

Senor Manuel de Irujo,
The Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.1.

ENCLOSURE
No. 49
"JUSTSON"

1 9 4 1.

CONTINENTAL TRANSIT CO. LTD.

Copy Correspondence.

PHOENIX, LEVINSON, WALTERS & SHANE,
Thornton House,
27/28 Finsbury Square,
London, E.C.2.

WILLIAM A. CRUMP & SON.

10/11, Lime Street,
London,
E.C.3.

703

Ref: 6.

7th August, 1941.

Messrs, Phoenix Levinson & Co.,
Thornton House,
Finsbury Square, E.C.2.

Dear Sirs,

re CONTINENTAL TRANSIT CO. LTD.

We have your letter of yesterday's date and are surprised at the terms in which your letter is couched.

If you will refer to our letter of the 31st ultimo to the Liquidator you will see that we stated we understood that you had prepared a consent and this was clearly the understanding of our representative who was present at the Application. He is quite definite in his understanding that you informed the Master that you would consent to the money being paid to the Custodian and the Master then turned to our representative and asked him why he on behalf of our client was also not prepared to consent. The whole object as we understood it of this arrangement was to avoid the matter going over until October next.

It is perfectly true that you indicated to the Master the possibility of Mr. Ziaurriz leaving France but we would suggest that if this proved to be the fact it would not prevent you from making your application to the Custodian instead of to the Court. Had we been in any doubt as to the course of action you intended taking on behalf of your client our letter would never have been written and we therefore fail to see how there has been any lack of courtesy as we sent you a copy of our letter to the Liquidator and if there has been any misunderstanding you can of course advise the Liquidator of the true position.

Yours truly,

(Signed) William A. Crump & Son.

Thornton House,
27/28 Finsbury Square,
London,
E.C.2.

DBL/BH.

6th August 1941.
Wednesday.

Dear Sir,

Continental Transit Co.Ltd.

We have seen a copy of a letter Messrs. Wm. A Crump & Sons sent you dated the 31st July.

Kindly note we are not prepared to consent to your paying the monies in respect to the Shares of Dr. Ziaurriz to the Custodian of Enemy Property, and we cannot understand why Messrs. Crump & Sons have made that statement.

Yours faithfully,

Phoenix Levinson & Co.

F.H. Bennett Esq.,
28, Lewis Road,
Friern Barnet,
N.12.

Thornton House,
27/28 Finsbury Square,
London,
E.C.2.

6.
DBL/BH.

6th August 1941.
Wednesday.

Dear Sirs,

Continental Transit Co.Ltd.

We are in receipt of yours of the 31st July enclosing a copy of your letter of the same date to Mr. F.H.Bennett.

We do not know by what right you stated to the Liquidator that we were prepared to consent to his paying the monies in respect of the Shares of Dr. Ziaurriz to the Custodian of Enemy Property.

We certainly made no statement to this effect on the hearing before the Registrar. In fact we thought we made it clear that it was more than likely that Dr. Ziaurriz would Probably be out of France before the resumed hearing of this Summons.

We think as a matter of courtesy you should have written us to ascertain our instructions upon this matter before you wrote to the Liquidator.

Yours faithfully,

PHOENIX LEVINSON & CO.

Messrs. Wm.A. Crump & Sons,
10-11, Lime Street,
London,
E.C.3.

WILLIAM A. CRUMP & SON.

10/11, Lime Street,
London,
E. C. 3.

Ref: 6.

31st July, 1941.

Messrs. Phoenix Levinson & Co.,
Thornton House,
Finsbury Square, E. C. 2.

Dear Sirs,

re CONTINENTAL TRANSIT CO. LTD.

We enclose for your information carbon copy of a letter we have today addressed to the Liquidator of the above named Company.

Yours truly,

(Signed) William A. Crump & Sn

WILLIAM A. CRUMP & SON.

10/11, Lime Street,
London,
E.C.3.

31st July, 1941.

Ref: 6.

F.H.Bennet Esq.,
Messrs. F.H.Bennet & Co.,
28, Lewes Road,
Frien Barnet,
N. 12.

Dear Sir,

re CONTINENTAL TRANSIT CO. LTD.

We refer to the recent application before the Master and his decision to adjourn this until October next.

We understand that the Solicitors acting on behalf of Mr. Irujo are prepared to consent to your paying the monies in respect of Mr. Ziaurriz's shares to the Custodian of Enemy Property and in order to avoid any further delay in your winding up the Company and making payment to the persons entitled we are instructed by our client to consent to your paying any sums due to Mr. Ziaurriz to the Custodian of Enemy Property so long as it is clearly understood that in so consenting our client, Mr. Ortuzar, in no way withdraws his claim to be entitled to the shares and any monies which may be payable in respect thereof.

Please be good enough to arrange that we are advised as soon as the money has been paid to the Custodian in order that our client may register his claim thereto as against the Custodian.

A copy of this letter is being sent to Messrs. Phoenix Levinson & Co. and to the Custodian of Enemy Property.

Yours truly,

al abogado

204

Quiero ocuparme de algunos extremos relativos a nuestro asunto de la Continental, que prefiero numerar para mejor referencia.

(1) En la comparecencia celebrada ante el tribunal, el Juez facultó a Vd, para que, si pudiera de acuerdo con el liquidador, sobre la procedencia ~~o no~~ de consignar en poder del Custodio el importe líquido del capital que al Sr. Liaurizt corresponde por sus acciones. Parece ~~procedente~~ oportuno de adoptar medida alguna, con cargo al importe líquido de ese capital. Si a Vd ~~lo~~ ~~parece~~ así, le agradeceré que lo pregunte.

(2) El Sr. Ortuzar ha presentado ~~un~~ afidavit. Nos conviene conocer ~~los~~ términos literales. Le ruego que nos facilite una copia del mismo.

(3) En la citada comparecencia, el Sr. Ortu-

por modificó tus conclusiones. Primero mantuvo su derecho de propiedad sobre las acciones registradas a nombre del Sr. Liaurritz. Después manifestó que ~~el Sr. Lirauri~~ él había ~~entregado~~ hecho al Sr. Liaurritz anticipos en metálico á cuenta de las acciones, recibiendo el mismo Sr. Liaurritz el resguardo de las propias acciones, firmado en blanco, para garantía de las entregas verificadas. Llegó que era ~~esa~~ es una modalidad española — esto es un cuento chino —, por la cual, te da una forma y garantía prendaria, á una especie de irregular pignoración. ~~Me~~ Nos interesa saber si ~~alguna de esas~~ tales manifestaciones han sido ~~consignadas~~ recogidas por escrito en el acta de la comparecencia. Si así fuese, querríamos conocer su texto literal.

(4) El nombramiento de liquidador de la Continental Trust fue hecho por el Sr. Ortuzar y su sociedad de Manager --- que representan entre ambos 3 0.000 libras de capital, sin permitir tomar parte en la Junta a la representación del Sr. Lizamitz, que acredita 5 0.000 libras.

Ante la comparecencia celebrada ante el Juzgado, aparece claramente que las acciones registradas a nombre del Sr. Lizamitz son de este Sr. y no del Sr. Ortuzar. ~~como este ha pretendido.~~ El hecho de quedar confiado al arbitrio ~~de Ud.~~ entre Ud. y el ~~y del~~ liquidador, el que pueda o no disponer ~~de~~ hasta el 15 de Octubre, ~~la~~ el importe de las acciones en el Custodio es un síntoma muy significativo. ~~Tiene~~ Tiene además en reconocimiento de propiedad otras comprobaciones. Una de ellas es la propia posición del Sr. Ortuzar, al afirmar, ~~el cual,~~ primero, ~~afirma~~ que las acciones ~~eran~~ son suyas, y después, que el Sr. Lizamitz se las habría endosado en ~~le debía metálico~~ a cuenta de anticipos en metálico. ~~con~~ garantía prendaria ~~de las acciones, tomete~~

En estas condiciones, la posición del liquidador es muy desairada e irregular ¿Qué autoridad ~~puede~~ conserva un liquidador nombrado de esta ~~que podría dar lugar a una indicación~~ dad al dueño ~~del co~~ de la mayoría del caudal liquidado? ~~en el tem~~ Parece que debería dimitir su cargo. No ~~representa a~~ ostenta la confianza de la mayoría del capital, ~~Está nombrado por unos interes~~ representada por el Sr. Liaurritz. ~~Es la~~ Rogamos a Vds. estudiar la conveniencia de hacerle esta indicación. ~~Primero~~ Tal vez sea una táctica ventajosa para nosotros el ~~pas~~ salir de la defensiva en que hasta ahora nos hemos situado, pasando a la ofensiva. En todo caso, ~~es~~ tendría el sentido de ~~una advertencia~~ advertencia al liquidador y la invitación podría servirnos en futuras comparecencias, para adoptar posiciones más firmes con respecto a la liquidación en sí.// No conviene perder de vista que, uno de los objetivos perseguidos por el Sr. Ortiz al acudir al Juzgado primero y al Tribunal después, es el de conseguir una

cifra determinada, como producto líquido de las acciones del Sr. Ziaurriz, llevan-do la dirección a otros fines, pero siempre alrededor de esa cifra, cuya maniobra pretende lograr con ~~lo cual una~~ que no sea impugnada la liquidación. En esta es posible que se encuentren tapos vivos. Uno de esos tapos o cedebras es la Manager --- ~~Tengo~~ Abrigamos la ~~sospecha~~ ~~sospechas~~ de que todo el capital de esta Compañía y bastante mas haya podido salir ~~ha salido~~ de la Continental. ~~Creo~~ Creemos que, si un liquidador inteligente estu-dia los libros de las dos ~~empresas~~ sociedades, podrá comprobarlo. El ~~#~~ principal objetivo del Sr. Ortuzar es evitar que esta comprobación sea hecha. El pleito es una cortina de humo protectora. ~~Sería no interesan~~ Por eso estima-mos ~~muy~~ interesante estudiar si convendrá hacer, antes del 15 Oct., la indicación de la procedencia de dimitir al liquidador.

Tal vez la reacción que se ~~produjera, fuera~~ produzca, sea aleccionadora y útil para nosotros. Y en el peor caso, no iríamos perdiendo mucho, ya que, el liquidador no es ~~otra~~ otra cosa ~~que~~ distinta de un empleado del Ortuzar, puesto a tu disposición incondicional.

(5) Si el 15 de Octubre ~~nos~~ llega a nosotros después de una discusión epistolar acerca del irregular nombramiento de liquidador, ~~de el tema,~~ nos cabría, entre otros recursos, el de llevar la cuestión al Tribunal, ya que, este puede proceder "ex equo et bono", de manera arbitral, según tenemos entendido, extendiendo tu resolución a todos los extremos relacionados con ~~el tema~~ ~~la cuestión~~ el problema planteado. Esto lo ~~hace~~ tendrá en cuenta sin duda el letrado del Sr. Ortuzar y procurará servir a tu cliente y evitarlo. Por eso, quizá la sugestión fuera útil, como táctica, ~~aún~~ aunque no la llevemos hasta sus últimas consecuencias.

(6) Suponemos que, en el caso de ~~una~~ dimisión del liquidador, habría de repetirse la junta, pero, queríamos saberlo con evidencia.

(7) En el supuesto de que la reacción en el Sr. Ortuzar le aconseje llegar a un compromiso o transacción, queríamos saber, si la petición conjunta de las tres partes en el juicio — liquidador, Sr. Ortuzar y nosotros —, pudiera ser propuesta al tribunal antes del 15 Oct.

(8) Conviene prevenir el riesgo posible de la entrada de España en la guerra. Este hecho sería seguido de un inmediato y automático congelamiento de todos los créditos españoles. Mas adelante habría quizá excepciones, difíciles de lograr

y largas en sus trámites. Para (5 ter
este caso, convendría que las
acciones ~~fueran~~ estuvieran inscritas a nombre del
Comité Bancario, el cual, en plazo mas o menos largo,
tendrá una personalidad ~~bancaria~~ fiduciaria, de esas uci
dencias. ~~En tal~~ Interesa pues conocer, si
una transacción o compromiso, acordado
de conformidad por las tres partes, será
aceptado por el tribunal, produciendo como
consecuencia ~~el archivo~~ término y archivo
~~de los autos, o~~ una sentencia en la
que la transacción quedara fijada.

~~Le suplico que~~

Le suplicamos tome estas impresiones ~~nues-~~ ~~tras~~ como producto de nuestra preocupación, que sometemos al ~~su~~ mejor criterio de Ud., ya que, nosotros desconocemos ~~las pr~~ las leyes de este país y las prácticas de sus tribunales.

Entre tanto, ~~nosotros~~ seguimos con atención los ~~dos~~ expedientes de evacuación del Sr. Lauritz y de traslado del domicilio del Comité de Secours de Inglet a Brazaville, ~~tan que~~ Haremos cuanto esté en nuestra mano para alcanzar éxito en ~~ambos~~ sus propósitos, pero no podemos confiar demasiado, ni en la fortuna del primer intento ni en la celeridad del segundo. ~~Por eso no preocupa el compa-~~ ~~do a su dirección~~

Le saluda con todo afecto

205

5th August, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I should like to deal with several points relating to the case of the Continental Transit Company, which I will number for ease of reference.

1. At the Court hearing, the judge authorised you to come to an agreement with the Liquidator on the procedure for depositing with the Custodian of Enemy Property the cash value of the capital belonging to Sr. Ziaurritz through his shares. It seems advisable that, before taking any measures, we should know the cash value of this capital. If you agree with this, I should be glad if you would inquire about it.

2. Sr. Ortuzar has presented his affidavit. It would be advisable for us to know its terms, and perhaps you would send a copy.

3. At the hearing, Sr. Ortuzar somewhat modified his conclusions. At first he maintained his right of ownership over the shares registered in the name of Sr. Ziaurritz. Later, he stated that he had made Sr. Ziaurritz cash advances on account of the shares, receiving from Sr. Ziaurritz himself the certificate of the actual shares, with open endorsement, as a guarantee of the transfers made. This is, he alleged, a Spanish custom - that is a fairy tale - by which a kind of irregular mortgage is carried out and has a pledged guarantee. We should like to know if those statements are recorded in writing in the minutes of the hearing. If so, we should be glad to know the text.

4. The appointment of the liquidator of the Continental Transit Co. was made by Sr. Ortuzar and his Management and Shipping Co., which between them represent £30,000 of capital, without permitting the representative of Sr. Ziaurritz, standing for £50,000, to take part in the meeting.

At the Court hearing, it appeared clear that the shares registered in the name of Sr. Ziaurritz are his and not Sr. Ortuzar's. The fact that it was left to you and the liquidator, until 15th October, to agree upon the deposit of the value of the shares with the Custodian, is a very significant symptom. Moreover, this recognition of ownership is also confirmed in other ways. One is the position of Sr. Ortuzar, first affirming that the shares are his, and then, that Sr. Ziaurritz had endorsed them as security for cash advances.

In these circumstances, the position of the liquidator is very awkward and irregular. What authority can a liquidator have who is appointed behind the back of the owner of the majority of the capital? It seems that he must resign his office. He does not enjoy the confidence of the majority of the shareholders, a majority represented by Sr. Ziaurritz. We would ask you to think over the advisability of pointing this out to him. Perhaps it would be a tactical advantage for us to leave the defensive, which we have followed up to now, and pass to the offensive. In any case, the invitation would be a warning to the liquidator, and would, at future hearings, serve us in adopting firmer positions regarding the liquidation itself.

It should not be forgotten that one of the objects pursued by Sr. Ortuzar in going to the Custodian first and later the Court, is to establish a particular figure as the cash proceeds of the shares of Sr. Ziaurritz, taking the discussion to other matters but always around this figure, attempting by this manoeuvre to prevent the liquidation proceedings being closely investigated. It is possible that he has found tools for this plan, and one of them is the Management and Shipping Co. We have a suspicion that all the capital of this Company, and much more, has come out of the Continental Transit. We think that if an intelligent liquidator were to study the books of the two companies, he would be able to prove it. The principal aim of Sr. Ortuzar is to avoid this investigation being made. The Court case is a smoke screen. We therefore think it would be worth while considering whether it would be advisable, before the 15th October, to suggest proceedings for the dismissal of the liquidator. Perhaps the reaction produced would be satisfactory

and useful to us. And at worst, we should not lose much, since the liquidator is no more than an employee of Ortuzar, unconditionally at his service.

5. If by the 15th October, we have had an interchange of correspondence regarding the irregular appointment of the liquidator, we should have, amongst other recourses, that of taking the matter to the Court, since it can proceed ex equo et bono in arbitral manner, according to our understanding, taking decisions on all points relating to the problem raised. Sr. Ortuzar's lawyer will no doubt bear this in mind and will endeavour to serve his client and avoid it. For this reason, the suggestion might perhaps be useful, as tactics, even though we may not carry it to its conclusions.

6. We suppose that, in the event of the resignation of the liquidator, the General Meeting would have to be held again, but we should like to know definitely.

7. In the event of Sr. Ortuzar's reaction being to attempt a compromise or negotiation, we should like to know if the joint appeal of the three parties in the case - the liquidator, Sr. Ortuzar and ourselves - could be put before the Court before the 15th October.

8. It is also necessary to take into account the possible risk of the entry of Spain into the war, which would be followed by an immediate and automatic freezing of all Spanish credits. Later, exceptions might perhaps be made, but it would be difficult to obtain and the proceedings would be long. In this case, it would be advisable that the shares should be registered in the name of the Comite Basque, which sooner or later will have a Free French personality, which will be free from such possibilities. We should like to know if a deal or compromise, agreed upon by the three parties, would be accepted by the Court, resulting in a decision in which the compromise would be settled upon.

We would ask you to look upon the above remarks as resulting from our concern with the matter, and which we submit to your own better understanding, since we do not know the laws of this country nor the practises of its Courts.

Meanwhile, we are following attentively the proceedings for the evacuation of Sr. Ziaurritz and the transfer of the domicile of the Comité de Secours from Anglet to Brazzaville. We are doing what we can for the success of both projects, but we cannot trust too much neither in the result of the first, nor the speec of the second.

Yours faithfully,

TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL.

Thornton House, 706
Finsbury Square,
London, E.C.2.

YOUR REF.

OUR REF. DBL/CP

29th July 1941.
Tuesday.

Dear Sir,

Re : Continental Transit Co.Ltd.

We beg to acknowledge receipt of your letters of the 25th and 28th inst.

We have considered the copy of the letter of the 24th inst. received by you from the Director of Administrative & Financial Affairs of the Free French Forces, and we note what he says as to the possible delay in completing the registration of transfer of domicile of the Comite Basque.

We have also read with interest the terms of the cable sent by the Chilean Foreign Office to the Berlin Embassy.

Yours faithfully,

Senor Manuel de Irujo
Basque Delegation
7/8, Hobart Place
Eaton Square S.W.1.

Confidential

207

28th July, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

We have just received a cable from our Delegation in Chile, of which the translation is as follows: CHILEAN FOREIGN OFFICE HAVE CABLED BERLIN EMBASSY AS FOLLOWS,OBTAIN GERMAN AUTHORITIES FACILITIES ZIAURRITZ, AUTHORISED COME CHILE EMBARK PORT NON-OCCUPIED ZONE.

We are therefore advising you herewith, and it may be that there is now just a little more hope that Dr. Ziaurritz may be able to reach Chile.

Yours faithfully,

25th July, 1941.

Messrs. Pheonix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

Further to our conversation of this afternoon, I now have the pleasure to enclose herewith a copy of the original French version, and a translation, of a document which the Director of Administrative and Financial Affairs of the Free French Forces in London addressed to the Secretary General of the Comité Basque de Secours aux Réugiés, Mr. Elias de Etxeberria.

As you will see, the matter is now proceeding, and needless to say we shall do our best to get everything in order as soon as possible.

Regarding the possibility of the Liquidator suggesting, following advice by the magistrate, that the funds should be handed over to the Trustee of Enemy Property, I have been discussing this matter with Mr. Irujo, who considers this is a most dangerous move. I hope at a future date to discuss this question and others with you when you have heard from the Liquidator.

Yours faithfully,

J. I. de Lizaso.

TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL.

Thornton House, 209
Finsbury Square,
London, E.C.2.

YOUR REF.

OUR REF. DBL/BH.

25th July 1941.
Friday.

Dear Sir,

Continental Transit Co.Ltd.

We are in receipt of yours of yesterday's date enclosing copies of the Constitution and particulars of the Comite Basque duly signed by Srs Aredondo and Etxebarria Otaola and we observe that the Free French Authorities suggest that a certified copy be included with the papers to be registered at Brazzoville.

It occurs to us that it might be best to have the signatures of the Vice President and Secretary witnessed and certified by a responsible Free French Official who could affix his seal or stamp to the Certificate. Failing this it will be necessary to have their signatures certified by a Notary Public who will have to attach his own Certificate and Seal. We would prefer in the circumstances the seal of a Free French Official and we shall be glad to hear whether this can be obtained.

Yours faithfully,

Senor Manuel de Irujo,
The Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.1.

210

24th July, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

We have been informed by the Free French authorities that it would be advisable to include a certificate relating to the rules of the Comité Basque, by affidavit or officially certified signatures, in the proceedings for its registration in Brazzaville.

We presume that this will mean a notarial proceeding similar to that undertaken yesterday afternoon. If you are in agreement, we will advise Sres. Arredondo and Echeverria, the Vice-President and Secretary, and ask them to attend at the time you notify us in order to sign the documents, copies of which are enclosed.

Yours faithfully,

Manuel de Irujo.

211

24th July, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

We are in receipt of your letter of the 23rd July, from which we note that the Court has adjourned the matter of the Continental Transit Co. until the 14th October next. We are pleased to hear of this delay, of which we shall endeavour to take full advantage.

Yours faithfully,

Manuel de Irujo.

TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE,
TEL. 5534 (4 LINES).

ENCL.

Thornton House, 212
Finsbury Square,
London, E.C. 2.

YOUR REF.

OUR REF. DBL/R.

23rd July 1941.

Dear Sir,

CONTINENTAL TRANSIT COY LIMITED.

We confirm our telephone conversation of this afternoon with Mr. Lizaso when we informed him that the hearing of the Summons came before the Court today, and after a long argument the matter was adjourned until the 14th October next.

In the meantime the Liquidator will get in touch with us in order to consider whether the monies shall be paid to the custodian Trustee for Enemy property. We pointed out however that Dr Ziaurriz may be on his way to Chili and that in this event the monies would not be payable to the Custodian.

Counsel for Mr. Ortuzar stated that he claimed the shares on the ground that he had advanced money to Dr Ziaurriz who had endorsed the monies over to him.

We characterized this as wholly false and the Court declined to deal with the matter at this stage.

You will appreciate that the adjournment gives you time to make your arrangements.

Yours faithfully,

Senor Manuel de Irujo,
Basque Delegation,
7/8 Hobart Place,
Eaton Square. S. W.

1.- Cierto
2,- "
3.- "
4.- "
5.- No me consta, por lo tanto, no admito el hecho. No he visto a Ziaúritz desde que otorgó el poder en mi favor el 23 de Abril 1.940. No conozco con anterioridad el asunto, en el cual, para nada interviene hasta recibir el Poder.

Sé que los fondos que Ziaúritz obtenía de este capital los invertía en socorrer a los vascos y a sus organizaciones, interviniendo en su distribución en Francia el Comité Basque de Secours. Yo recibí el Poder para mantener la propiedad de Ziaúritz y no estoy autorizado para renunciar a su derecho, aunque me conste la intervención del referido Comité en la forma indicada.

Dicho Comité es una Asociación francesa domiciliada, no en Paris, sino en Villa Endara, Anglet, Bajos Pirineos y registrada en el J.O. del 7 de Sbre. 1.937 pag. 10360. Su Presidente es Don Doroteo de Ziaúritz, Vice-Presidente Don Luis de Aredondo, Secretario General con facultades de dirección y firma social Don Elías de Etxebaría, vocales Don Antonio de Gamarra, Don Pedro de Ormaechea, Don José María de Garate y Don José María de Izaurieta. El Sr. Ziaúritz se encuentra en Francia pendiente de evacuación. El Ministerio de Relaciones Exteriores de Chile telegrafió a sus Embajadas de Vichy y Londres para que se facilite su embarque para aquel pais.

Los Srs. Arredondo, Echevarria, Gamarra y Ormaechea, viven en REDHILL, villa "Sand Dene", calle Somerset Rd. Teléfono 3456. El Sr. Garate en Caracas (Venezuela) Florida 461. El Sr. Izaurieta en México (Ciudad) Tampico, 21 edificio María Eugenia, apartamiento 4.

El documento aludido, según referencia que he oído de labios del Sr. Ortuzar, fué sugerido y preparado por éste que lo propuso al Sr. Ziaúritz, con el fin de evitar el pago del Income tax, por destinarse los fondos que el Sr. Ziaúritz cobraba a la sazón a fines benéficos, aplicados por el Comité Basque. De existir, debió ser presentado en el expediente de exención de derechos fiscales seguido ante las autoridades inglesas.

Es posible que el liquidador lo viera en Paris y que fuera el vehículo que llevó la propuesta. El Sr. Bennett antes de ser liquidador fue auditor de la Compañía, nombrado por el Sr. Ortuzar y ligado a éste con amistad íntima.

6.- a) cierto
b) "
c) "
d) "
e) suponemos será cierto.
f) Cierto, pero no exacto. Las 7.000 libras fueron entregadas a cuenta del capital del Sr. Ziaúritz, después de haberse acor-

dado la reducción de capital social en la Junta General celebrada el 7 de Mayo 1.940 en el Dorchester. Se alegó que eran precisas determinadas formalidades para que la reducción tuviera lugar y se acordó entregar a cuenta la indicada cantidad, dándosele forma de préstamo por consejo del Charter, actual liquidador para los efectos de contabilidad. Luego, fué omitido en el acta el texto del acuerdo, de lo que obra alguna documentación en poder del abogado.

g) cierto

7.- Inexacto. El Sr. Ziaurítz, el año 1.939, exigió del Sr. Ortuzar la liquidación de la Compañía. El Sr. Ortuzar, que gozaba de la plena confianza de aquél, le pidió entonces el resguardo firmado, para evitarle un viaje de Paris a Londres. El Sr. Ziaurítz puso su firma en el Resguardo, sin endosarlo. Si aparece endoso, éste ha sido puesto sin conocimiento ni autorización del Sr. Ziaurítz, de espaldas a éste y contra su interés y derecho. Al observarse que no bastaba la firma en el Resguardo para liquidar la sociedad y cobrar sus acciones el Sr. Ziaurítz, fué otorgado en mi favor el Poder de 23 de Abril 1.940.

8.- No me consta, aunque parece cierto.

9.- En esa reunión me fué impedido tomar parte. El nombramiento de liquidador lo hizo el Sr. Ortuzar, titular de 10.001 acciones y partícipe del 75% en la Magement and Shipping Co. Ltd. que tiene 19.998. El liquidador aceptó el cargo constándole este hecho que le señala como hombre de la dependencia y al servicio del Sr. Ortuzar.

10.- Cierto

11.- No me consta: Será así.

12.- Tampoco me consta, aunque será así, pues, esta Compañía funcionó mantenida por un contrato de gerencia con la Continental que desconozco y en las propias oficinas de ésta. Liquidada la Continental ningún objeto tenía la continuación de la otra. Sospecho que un motivo de la conducta seguida por el Sr. Ortuzar sea el deseo de impedir que yo conozca aquel contrato y su liquidación. No conviene olvidar que aquella compañía estaba formada por dos directores de la Continental; y que el tercer Director de esta última, Sr. Morgan, no tenía una sola acción en la Continental, de la cual era Dtor. por amistad personal íntima con el Sr. Ortuzar.

13.- No me consta, pero será así.

14.- Cierto
15.- Será así.
16.- Cierto.

17.- Inexacto. El Liquidador, puesto por Ortuzar y a sus órdenes, dispone de los elementos de información que antes se mencionan sobre el Comité de Secours.

18.- No sé si tiene derecho y si no lo tiene, no debe dársele. Sabía bien de lo que se hacía cargo y debió preveerlo.

19.- No es cierto.

TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL.

Thornton House, 214
Finsbury Square,
London, E.C.2.

YOUR REF.

OUR REF. DBL/BH.

21st July 1941.
Monday.

Dear Sir,

Continental Transit Co.Ltd.

We are in receipt of yours of the 19th inst, with its enclosures, one copy of which we have handed to Counsel.

Yours faithfully,

Señor Manuel de Irujo,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square, S.W.1.

P.S. Please call see us tomorrow (Tuesday) in order to swear the affidavit in reply.

19th. July, 1941

Messrs. Phoenix Levinson Walters and Shane,
Thornton House,
Finsbury Square,
E.C.2

Dear Sirs,

Continental Transit Co. Ltd.

With reference to your letter of yesterday, I now enclose two copies of the Constitution of the Comite Basque de Secours aux Refugies.

Yours faithfully,

Manuel de Irujo

for c/

Enviada abogados Continental Comité. Se envió también otra en francés

COMITÉ BASQUE DE SECOURS AUX REFUGIES
Villa "ENDARA"
(B.P) France

CONSTITUTION OF THE "COMITE BASQUE DE SECOURS AUX REFUGIES"

(Literal translation)

215

Article 1. The Association called C.B.S.R. is constituted in accordance with French law. It is domiciled at Villa Endara, Anglet, Basses Pyrénées.

Article 2. The object of this Association is to give assistance to Basque democrats exiled in France, England or America.

Article 3. The Association will be able to open colonies and refuges, hospitals, sanatoria, and any kind of entity of a philantropic, health or social assistance character.

Article 4. The Association will also be able to send funds in an individual manner, for the purpose of assistance, to necessitious persons or families.

Article 5. At the same time, the Association will be able to deal with cultural, religious, artistic, intellectual, professional and similar entities.

Article 6. The capital of the Association will be composed of the voluntary subscriptions of its members, or of persons or entities, who although not being members, contribute to its development by means of voluntary donations.

Article 7. The Association will be administered by an Executive Committee, composed of a President, a Vice-President, a Secretary, with in no case less than three members, having the right to vote, the number of which may be unlimited as agreed upon by the Committee.

Article 8. The President, besides presiding at meetings and Assemblies, will represent the Association. The Vice-President will replace him in case of absence. The Members of the Executive Committee, besides their proper function of attending the meetings of the Committee with a voice in the discussions and the right to vote, can at any time be invested with special functions by the Executive Committee.

Article 9. The Secretary will have the title of "Secretary General". Besides the inherent functions of secretaryship, he will be invested with the powers and atributes inherent in the office of Director, which are presumed to be included in that of Secretary General. He will be empowered to manage and administer the Association; to open, cancel and transfer current accounts; to draw upon the cash balances; to receive funds of whatever title or kind; to issue receipts and letters of payment; to manage the

COMITÉ BASQUE DE SECOURS AUX REFUGIÉS
Villa "ENDARA" Anglet
(B.P.) France

funds of the Association wherever they may be, or whatever may be their origin, character and importance. In the absence of the President of the Association, the Secretary General, wherever he may be, will assume full representation of him in all aspects, and he may delegate this representation with a view to defending the rights and interests of the Association before authorities and Courts of all kinds.

Article 10. All the posts of the Executive Committee can be delegated, with the exception of that of the Secretary General. The remainder can be represented by another member, provided that they hold some kind of written authority, to the satisfaction of the Committee, who can admit the delegate or not at their discretion.

Article 11. The members of the Committee will remain in office for a period of five years. The first renewal will take place in the last quarter of the year 1941. If there shoudl be partial renewals, the new members will remain in office up to the end of the same period, and will be replaced at the aforementioned date.

Article 12. In every case, the Executive Committee can take such decisions as they consider suitable in regard to the conduct of the Secretary General, if necessary suspending the exercise of his office and calling an Extraordinary General Meeting.

Article 13. The General Meetings will be ordinary andextraord inary. The former will be held obligatorily in the third quarter of the year in which the term of office of the Executive Committee expires. The Estraordinary Meetings will be held when the Executive Committee convenes them, or on the demand of at least a quarter of the total number of members. The Ordinary General Meetings will appoint the Executive Committee, and censure or approve its activities. The Extraordinary Meetings will discuss exclusively the subjects named on the agenda. Both classes of meetings may beheld in the place fixed in the notice of meeting. If, owing to the absence of some members, there is not a quorum, discussions will commence half an hour after the time fixed in the notice, and resolutions passed by a majority of the members present will be completely valid. Members will be advised of meetings at least eight days beforehand. The holding of an Extraordinary General Meeting will be necessary in every case required by the law, and particularly to agree upon the dissolution and liquidation of the Association.

Article 14. In the event of the dissolution of the Association, its property will go to charitable organisations having as their object the assistance of Basques living in France, England

and America, or will be divided between necessitious people and families.

Article 15. The Accounts will be kept by the Secretary General, under his full responsibility. The Executive Committee can take such measures as it considers suitable for the purpose of regulating his actions.

Article 16. The efficacy and the application of the decisions taken by the Secretary General in the exercise of his functions cannot be questioned without prejudice to the responsibility devolving upon him, and of which account will be given on the demand of the Executive Committee or the General Meeting.

Article 17. In the settlement of all matters arising out of the interpreation of these Articles, reference will be made to the French laws.

London, 17th. July, 1941

Luis de Arredondo
Vice-President

Elias de Echeberria
Scretary General

COMITÉ BASQUE DE SECOURS AUX REFUGIÉS
Villa "ENDARA" Anglet
(B-P) France

COMITÉ BASQUE DE SECOURS AUX REFUGIES
Villa "ENDARA" Anglet
(B-P) France

COMITE BASQUE DE SECOURS AUX REFUGIES

216

(C.B.S.R.)

1. The Comite Basque de Secours aux Refugies was constituted and registered on the 7th September 1937, in folio 10360 of the Journal Officiel, domiciled at Villa Endara, Anglet, B.P.

2. The Executive Committee of the C.B.S.R. is composed of the following members:

President:	Don Doroteo de Ziaufitz
Vice-President:	Don Luis de Afedondo
Secretary-General:	Don Elias de Etxebefia
Members:	Don Antonio de Gamarra
	Don Pedro de Ormaetxea
	Don José María de Garate
	Don Jose María de Izaurieta

3.- At various times the General Committee has conferred the office of Honorary President of the different sections of the Association (Charities, Hospitals, Refuges, Culture, Emigration, Religious and Social Assistance) on the following:

Cardinal Verdier, Archbishop of Paris
Edouard Herriot, President of the French Chamber of Deputies
Ivon Delbos, French Minister
Clemente Mathieu, Bishop of Eire and Dax
Francois Mauriac, of the French Academy

4. The same General Committee also appointed the following as Honorary Counsellors of the several sections of the Association mentioned above:

Don Eliodoro de la Torre, Minister of Finance in the Basque Government.
Don Manuel de Irujo, President of the Basque Parliamentary Party and Basque Minister in the Spanish Republic.
Mme. Germana Malaterre, Diplomatic Service
Mr. Paul Vignaux, Professor of the Sorbonne
Ernest Pezet, Deputy
Pierre Dumas, Journalist
Fr. Jose Miguel de Barandiaran, Anthropologist
Señora Teresa de Azkue, President of Emakume Abertzale Batza (Association of Basque Patriotic Women)
Don Ramon de la Sota, Shipowner

Don Domingo de Epalza, Banker
Don Ignacio de Rotaetxe, Engineer,
Don Ildefonso de Irala, Shipowner
Don Gorgonio de Renteria, Merchant Captain
Don Manuel Atejada, Merchant Captain
Don Isaac Lopez de Mendizabal, Editor
Don Manuel Roblez Arangiz, Member of Parliament
Don Julio de Jauregui, Member of Parliament
Don Carlos Solano, Counsellor of Euzkadi-Buru-Batzarra
Executive Committee - Basque Nationalist Party)
Don Andres de Bereciartua, do. do.
Don Felix de Zubizarreta, do. do.
Don Luis de Arregui, do. do.
Dr. Eugene de Goyeneche, (French soldier, German prisoner of war)

5.- The following are the Agencies established in America:

BUENOS AIRES. Don Isaac L. Mendizabal, Florida, 461.
SANTIAGO DE CHILE. Don Victoriano Garcia Achabal, Casilla de Correos, 3029.
MONTEVIDEO. Don Ricardo de Guisasola, Avenue Joaquin Soares, 3091
CARACAS. Don Jose Maria de Garate, Dr. Paul a Salvador de Leon, 71
MEXICO. Don Jose Maria de Izaurieta, Tampico, 21
Edificio Maria Eugenia
COLOMBIA. Don Jose Luis de Lombana, Hacienda "La Morena", Chicoral, Departamento Taliena.
CUBA. Don Jose Luis de Garay, Apartado, 135.
PUERTO RICO. Don Juan Antonio de Irazusta, Box 1604
UNITED STATES. Don Ramon de la Sota MacMahon, 30, Fifth Avenue, New York.
SANTO DOMINGO. Don Jesus Galindez, Avenida de la Independencia, 69, CIUDAD TRUJILLO, West Indies.

London, 17th. July, 1941

Luis de Aredondo

Luis de Aŕedondo
Vice-President

Elias de Etxebaŕia
Secretary-General

COMITÉ BASQUE DE SECOURS AUX REFUGIÉS
Villa "ENDARA" Anglet
(B.P) France

COMITÉ BASQUE
DE
SECOURS AUX RÉFUGIÉS

"SAND DENE."
84, SOMERSET ROAD,
MEADVALE,
REDHILL, SURREY

TEL.: REIGATE 3456.

217

COMITE BASQUE DE SECOURS AUX REFUGIES

(C.B.S.R.)

1. Le Comité Basque de Secours aux Refugiés est une Association francaise, inscrite au Journal Officiel en date du 7 Septembre 1937, page 10360, et qui avait fixé son domicile légal a la Villa Endara, Anglet, Basses Pyrénées.

2. Le Comité Directeur du C.B.S.R. est composé comme suit:

Président:	Don Doroteo de Ziaurritz
Vice-Président:	Don Luis de Afedondo
Secretaire Général:	Don Elias de Etxebefia
Membres:	Don Antonio de Gamarra
	Don Pedro de Ormaetxea
	Don José Maria de Garate
	Don José Maria de Izaurieta

3. Aux effets de notre administration interne, par decisions successives des Assemblées Générales reunis à diverses epoques, furent constitués à l'interieur de l'Association les sections suivantes: Assistances, Hopitaux, Résidences pour Refugiés, Education, Emigration, Service Social et Religieux. Chacune de ses sections assumait les taches rentrant dans le cadre de ses activités. La Présidence d'Honneur des diverses sections fut conferée a un Comité d'Honneur ainsi composé:

S.E. le Cardinal Verdier, Archeveque de Paris
M. Edouard Herriot, Président de la Chambre des Deputés
M. Ivon Delbos, Ancien Ministre aux Affaires Etrangères
Mgr. Clement Mathieu, Eveque d'Eire et Dax
M. Francois Mauriac, de l'Academie Francaise

4. Le Comité Directeur a nommé Conseilleurs d'honneur pour les diverses sections les personalités suivantes:

Don Eliodoro de la Torre, Conseilleur de Finance de Euzkadi.
Don Manuel de Irujo, Président de la Deputation Basque au Parliament Republicain Espagnol, et Ministre de la Republique Espagnole.

Mme. Germaine Malaterre-Sellier, Deleguée de la France a la S.D.N.
M. Paul Vignaux, Professeur a la Sorbonne
M. Ernest Pezet, Deputé
M. Pierre Dumas, Journaliste
M. José Miguel de Barandiarán, Anthropologue
Doña Teresa Azkue, Presidente de Emakume Abertzale Batza
Don Ramon de la Sota, Armateur
Don Domingo de Epalza, Banquier
Don Ignacio de Rotaetxe, Ingenieur
Don Ildefonso de Irala, Armateur
Don Gorgonio de Renteria, Capitain au Long Cours
Don Manuel Atejada id.
Don Isaac Lopez Mendizabal, Editeur
Don Manuel Robles Aranguiz, Deputé
Don Julio de Jauregui, Deputé
Don Carlos Solano, Conseilleur de Euzkadi-Buru-Batzarra
Don Andres de Bereciartua id. id.
Don Felix de Zubizarreta id. id.
Don Luis de Arregui id. id.
Dr. Eugene Goyeneche (officier Francais actuellement prisonnier de guerre en Allemagne).

5. En vue de garer des interets de l'Association le Comité Directeur a nommé des representants dans divers pays d'Amerique. Voici la liste de ses representants:

BUENOS AIRES. Don Isaac L. Mendizabal, Florida, 461.
SANTIAGO DE CHILE. Don Victoriano Garcia Achabal, Casilla de Correos, 3029.
MONTEVIDEO. Don Ricardo de Guisasola, Av. Joaquin Soarez, 3091
CARACAS. Don Jose Maria de Garate, Dr. Paul a Salvador de Leon,71
MEXICO. Don Jose Maria de Izaurieta, Tampico, 21. Edificio Maria Eugenia.
COLOMBIA. Don Jose Luis de Lombana, Hacienda "La Morena", Chicoral, Departamento de Taliena.
CUBA. Don Jose Luis de Garay, Apartado 135.
PUERTO RICO. Don Antonio Juan de Irazusta, Box 1604.
ETATS UNIS. Don Ramon de la Sota MacMahon, 30, Fifth Avenue. New York.
SANTO DOMINGO. Don Jesus Galindez, Avenida de la Independencia, 69, CIUDAD TRUJILLO, West Indies.

London, le 17eme. Juillet 1941

Luis de Afedondo

Luis de Afedondo
Vice-Président

COMITÉ BASQUE DE SECOURS AUX REFUGIÉS
Colo "ENDARA" Anglet
(B-P) France

Elias de Etxebefia
Secrétaire Général

Continental
Abogados

218

We believe that the best answer would be to say

1.- That the Trust Deed refered to is authentic.

2.- That Dr. Ziaurritz owner of the 50.000 shares of the Continental Transit, received the £50.000 from the funds of the Comite Basque de Secours aux Refugies, and that all the proceedings of the shares that Dr. Ziaurriz has received, were for the Comite Basque de Secours aux Refugies.

3.- That the Comite Basque de Secours aux Refugies was constituted as stated in the note enclosed.

COMITE BASQUE DE SECOURS AUX REFUGIES

719

(C.B.S.R.)

1. The Comite Basque de Secours aux Refugies was constituted and registered on the 7th September 1937, in folio 10360 of the Jounral Officiel, domiciled at Villa Endara, Anglet, B.P. It is now domiciled at "Sand Dene", Somerset Road, Meadvale, REDHILL, Surrey, telephone: REIGATE 3456.

2. The following is a translation of the Constitution of the C.B.S.R.:

Article 1. The Association called C.B.S.R. is constituted in accordance with French law. It is domiciled at Villa Endara, Anglet, Basses Pyrenees.

Article 2. The object of this Association is to give assistance to Basque democrats exiled in France, England or America.

Article 3. The Association will be able to open colonies and refuges, hospitals, sanatoriums, and any kind of entity of a philanthropic, health or social assitance character.

Article 4. The Association will be able to send funds in an individual manner, for the purpose of assitance, to necessitous persons or families.

Article 5. At the same time, the Association will be able to deal with cultural, religious, artistic, intellectual, professional and similar entities.

Article 6. The capital of the Association will be composed of the voluntary subscriptions of its members, or of persons or entities, who although not being members, contribute to its development by means of voluntary donations.

Article 7. The Association will be administered by an Executive Committee, composed of a President, a Vice-President, a Secretary, with in no case less than three members, having the right to vote, the number of which may be unlimited as agreed upon by the Committee.

Article 8. The President, besides presiding at meetings and Assemblies, will represent the Association. The Vice-President will replace him in case of absence. The Members of the Executive Committee, besides their proper function of attending the meetings of the Committee with a voice in the discussions and the right to vote, can at anytime be invested with special functions by the Executive Committee.

Article 9. The Secretary will have the title of "Secretary General". Besides the inherent functions of secretaryship, he will be invested with the powers and atributes inherent in the pffice of Director, which are presumed to be included in that of Secretary General. He will be empowered to manage and administer the Association; to open, cancel and transfer current accounts; to draw upon the cash balances; to receive funds of whatever title or kind; to issue receipts and letters of payment; to manage the funds of the Association wherever they may be, or whatever may be their origin, character and importance. In the absence of the President of the Association, the Secretary General, wherever he may be, will assume full representation of him in all aspects, and he may delegate this representation with a view to defending the rights and interests of the Association before authorities and Courts of all kinds.

Article 10. All the posts of the Executive Committee can be delegated, with the exception of that of the Secretary General. The remainder can be represented by another member, provided that they hold some kind of written authority, to the satisfaction of the Committee, who can admit the delegate or not at their discretion.

Article 11. The members of the Committee will remain in office for a period of five years. The first renewal will take place in the last quarter of the year 1941. If there should be partial renewals, the new members will remain in office up to the end of the same period, and will be replaced at the aforementiones date.

Article 12. In every case, the Executive Committee can take such decisions as they consider suitable in regard to the conduct of the Secretary General, if necessary suspending the exercise of his office and calling an Extraordinary General Meeting.

Article 13. The General Meetings will be ordinary or extraordinary. The former will be held obligaotily in the third quarter of the year in which the term of office of the Executive Committee expires. The Extraordinary Meetings will be held when the Executive Committee convenes them, or on the demand of at least a quarter of the total number of members. The Ordinary General Meetings will apoint the Executive Committee, and censure or approve its activities. The Extraordinary Meetings will discuss exclusively the subjects named on the agenda. Both classes of meetings may be held in the place fixed in the notice of meeting. If, owing to the absence of some members, there is not a quorum, discussions will commence half an hour after the time fixed in the notice, and resolutions passed by a majority of the members present will be completely valid. Members will be advised of meetings at least eight days beforehand. The holding of an Extraordinary General Meeting will be necessary in every

case required by the law, and particularly to agree upon the dissolution and liquidation of the Association.

Article 14. In the event of the dissolution of the Association, its property will go to charitable organisations having as their object the assistance of Basques living in France, England and America, or will be divided between necesitious people and families.

Article 15. The Accounts will be kept by the Secretary General, under his full responsibility. The Executive Committee can take such measures as it considers suitable for the purpose of regulating his actions.

Article 16. The efficacy and the application of the decisions taken by the Secretary General in the exercise of his functions cannot be questioned without prejudice to the responsibility devolving upon him, and of which account will be given on the demand of the Executive Committee or the General Meeting.

Article 17. In the settlement of all matters arising out of the interpretation of these Articles, reference will be made to the French laws.

3.- The Executive Committee of the C.B.S.R. is composed of the following members:

President: Don Doroteo de Ziaurritz
Vice-President - Don Luis de Afedondo
Secretary General - Don Elias de Etxebafia
Members: Don Antonio de Gamarra
" Pedro de Ormaetxea
" Jose María de Garate
" Jose María de Izaurieta

Of these seven, four are now in England, domiciled at "Sand Dene", Somerset Road, Meadvale, REDHILL , Surrey, telephone: REIGATE 3456.

Sr. Ziaurritz must still be in the unoccupied zone of France, awaiting evacuation, requested by the Government of Chile, according to dispatches from the Foreign Ministry of that country and received by their accredited Ambassadors in Vichy and London, without it being clear whether he has yet embarked. The following are the communications received in London:

IRUJO 7 HOBART PLACE EATON SQUARE LONDON

MINISTRY HAVE WIRED EMBASSY VICHY PERMIT ENTRY CHILI ZIAURRIZ. MENDIBIL. SANTIAGO CHILI. 1st. June 1941.

IRUJO 7 HOBART PLACE EATON SQUARE LONDON

MINISTRY HAVE WIRED EMBASSY LONDON PERMIT ENTRY CHILI ZIAURRIZ stop NOT HAVING ORDERED INFORM YOU PLEASE VISIT EMBASSY FOR COMFIRMATION. MENDIBIL. SANTIAGO CHILI. 6th. June, 1941

IRUJO 7 HOBART PLACE EATON SQUARE LONDON

MINISTRY HAVE WIRED EMBASSY VICHY ASKING NEWS ZIAURRIZ.
MENDIBIL. SANTIAGO CHILI. 6th July 1941

JOSE I DE LIZASO
7 HOBART PLACE
EATON SQUARE
S.W.1

I have the honour of informing you that I have received telegraphic orders from our Ministry for Foreign Affairs instructing us to grant the necessary visa to Dr. Ziaurriz in order that he may go to Chili. Signed: Leon Subercaseaux, Chargé d'Affaires a. i. 9th. June, 1941

Sr. Garate who is living in CARACAS (Venezuela), Dr. Paul a Salvador de León, 71, has appointed Canon A. de Onaindia, Sand Dene, Meadvale, REDHILL, Surrey, as his representative for the C.B.S.R.

Sr. Izaurieta who lives in MEXICO, Tampico, 21, has appointed Dr. Felipe de Zabalo, 5, White Post Hill, REDHILL, Surrey as his representative for the C.B.S.R.

These two appointments have been made in accordance with article 10 of the Articles of Association, and have been approved by the Executive Committee.

In Dr. Ziaurritz's absence he will be represented by Señor Manuel de Irujo, of "Kimberley", 33, Redstone Manor, REDHILL Surrey. The Executive Committee have expressed their readiness to make the formal appointment, but Señor Irujo believes otherwise until the outcome of the case is made known, for the reason th at as the case has in fact been put against him, he believes he must maintain himself in the same position as he was at the beginning of the proceedings.

It must now be considered there fore that the Executive Committee is entirely in England, having here s ix of its members: four as own representatives, and two as representatives by delegation, and a potential seventh member, Señor Irujo, pending his appointment from the result of the case.

4.- At various times the General Committee has conferred the officeof Honorary President of the different sections of the Association (Charities, Hospitals, Refuges, Culture, Culture, Emigration, Religious and Social Assistance) on the following:

Cardinal Verdier, Archbishop of Paris
Edouard Herriot, President of the French Chamber of Deputies
Ivon Delbos, French Minister
Clemente Mathieu, Bichop of Eire and Dax
Francois Mauriac, of the French Acádemy

5.- The same General Committee also appointed the following as Honorary Counsellors of the several sections of the Association mentioned above:

Don Eliodoro de la Torre, Minister of Finance in the Basque Government
" Manuel de Irujo, President of the Basque Parliamentary Party and Basque Minister in the Spanish Republic.
Mme. Germana Malaterre, Diplomatic Service
Mons. Paul Vignaux, Professor of the Sorbonne
" Ernest Pexet, Deputy
" Pierre Dumas, Journalist
Fr. Jose Miguel de Barandiaran, Anthropologist
Señora Teresa Azkue, President of Emakume Abertzale Batza (Association of Basque Patriotic Women)
Don Ramon de la Sota, Shipowner
Don Domingo de Epalza, Banker.
Don Ignacio de Rotaetxe, Engineer.
Don Ildefondo de Irala, Shipowner
Don Gorgonio de Renteria, Merchan Captain
Don Manuel Atejada, Merchant Captain
Don Isaac Lopez de Mendizabal, Editor
Don Manuel Robles Arangiz, Member of Parliament
Don Julio de Jauregui, Member of Parliament
Don Carlos Solano, Counsellor of Euzkadi-Buru-Batzarra (Executive Committee Basque Nationalist Party)
Don Andres de Bereciartua, do. do.
Don Felix de Zubizarreta, do. do.
Don Luis de Afegi, do. do.
Dr. Eugene de Goyeneche, (French soldier, German prisoner of war)

6.- The following are the Agencies established in America:

BUENOS AIRES. Don Isaac L Mendizabal, Florida, 461.
SANTIAGO DE CHILE. Don Victoriano Garcia Achaval, Casilla de Correos, 3029.

MONTEVIDEO. Don Ricardo de Gisasola, Avenue Joaquin Soares, 3091
CARACAS. Don Jose Maria de Garate, Dr. Paul a Salvador de Leon, 71.
MEXICO. Don Jose Maria de Izaurieta, Tampico, 21. Edificio Maria Eugenia
COLOMBIA. Don Jose Luis de Lombana, Hacienda "La Morena", Chicoral, Dpto. Taliena
CUBA. Don Jose Luis de Garay, Apartado 135.
PUERTO RICO. Don Juan Antonio de Irazusta, Box 1604
UNITED STATES. Don Ramon de la Sota y MacMahon, 30, Fifth Avenue, New York.
SANTO DOMINGO. Don Jesus Galindez, Avenida de la Independencia, 69. CIUDAD TRUJILLO, West Indies.

TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL.

220

Thornton House,
Finsbury Square,
London, E.C. 2.

YOUR REF.

OUR REF. DBL/BH.

18th July 1941.
Friday.

Dear Sir,

Continental Transit Co.Ltd.

Referring to our conference with Counsel on Wednesday last, we trust you will let us have the Constitution of the Comite Basque de Secours not later than Monday next.

Yours faithfully,

Senor Manuel de Irujo,
7/8, Hobart Place,
Eaton Square,
S.W.

ESTA CERTIFICACION DE DEPOSITO SE HACE EL diecisiete de Febrero de mil novenientos treinta y nueve ENTRE DOROTEO DE ZIAURRIZ de 63 Rue Des Galons Meudon Seine et Oise France (en adelante llamado "el Depositario") de una parte, y el COMITE BASQUE DE SECOURS AUX REFUGIES de 33 Avenue Pierre? de Seine Paris France (en adelante llamado "el Beneficiario") de la otra; DE LOS CUALES, el Depositario es el tenedor registrado de Cincuenta mil acciones de una libra cada una (todas ellas liberadas en su totalidad) números 1 a 30.000 y 40.001 a 60.000 todas ellas de Continental Transit Company Limited, Compañía incorporada en Inglaterra de acuerdo con la Ley de Compañías de 1929; Y DE LO CUAL se acordó, antes de la fecha de tal registro, que el Depositario ejecutaría tal declaración de depósito según se especifica a continuación.

AHORA ESTA CERTIFICACION ATESTIGUA como sigue:

(1) El Depositario declara que posee las dichas acciones y todos los dividendos e intereses que por cuenta de las mismas pueden pagarse, COMO DEPOSITARIO del Beneficiario y sus sucesores titulares, y acepta transferir, pagar y tratar dichas acciones y los dichos dividendos e intereses pagables con respecto a dichas acciones, segun el Beneficiario o sus sucesores le instruyan periódicamente.

(2) El Depositario votará en todas las juntas de accionistas u otras a las que puede asistir, como propietario registrado de las dichas acciones, según se lo hayan instruido con anterioridad el Beneficiario o sus sucesores titulados, a falta de esas instrucciones a la discreción del Depositario; y ademas, si así le requieren el Beneficiario o sus sucesores, otorgará todos los poderes u otros documentos que sean necesarios o convenientes para capacitar al Beneficiario a sus representantes personales o sustitutos, o a los mandatarios que aquel o estos designen para votar en cualquiera de dichas juntas en nombre del Depositario.

(3) El Beneficiario, en todo tiempo de aquí en adelante, indemnizará y tendrá indemnizados al Depositario, sus representantes personales, y sustitutos, contra toda obligación (incluidos los Impuestos ordinarios o extraordinarios con respecto a dividendos o interes de dichas acciones) en las que el Depositario o sus representantes pueden incurrir por razón de dichas acciones, y contra todo costo o gastos devengados por el Depositario en la ejecución de los depositarios de esta certificación.

(4) El poder nombrar un nuevo Depositario de aqui en adelante lo tiene el Beneficiario mientras viva.

ATESTIGUANDO LO CUAL las partes presentes han puesto sus manos y sus sellos el dia y año antes escrito

Firmado Sellado y Expedido
por el dicho Doroteo de Ziaurriz en
presencia de
Jesus Aqueche
Firmado
Shipping Manager

Firmado - Doroteo Ziaurriz
Por el
COMITE BASQUE DE SECOURS
AUX REFUGIES
Firmado - DOROTEO ZIAURRIZ
Presidente
Chas Chevarra, Secretario

ESTA CERTIFICACION DE DEPOSITO SE HACE EL diecisiete de Febrero de mil novenientos treinta y nueve ENTRE DOROTEO DE ZIAURRIZ de 63 Rue Des Galons Meudon Seine et Oise France (en adelante llamado "el Depositario") de una parte, y el COMITE BASQUE DE SECOURS AUX REFUGIES de 33 Avenue Pierre? de Seine Paris France (en adelante llamado "el Beneficiario") de la otra; DE LOS CUALES, el Depositario es el tenedor registrado de Cincuenta mil acciones de una libra cada una (todas ellas liberadas en su totalidad) números 1 a 30.000 y 40.001 a 60.000 todas ellas de Continental Transit Company Limited, Compañía incorporada en Inglaterra de acuerdo con la Ley de Compañías de 1929; Y DE LO CUAL se acordó, antes de la fecha de tal registro, que el Depositario ejecutaría tal declaración de depósito según se especifica a continuación.

AHORA ESTA CERTIFICACION ATESTIGUA como sigue:

(1) El Depositario declara que posee las dichas acciones y todos los dividendos e intereses que por cuenta de las mismas puedan pagarse, COMO DEPOSITARIO del Beneficiario y sus sucesores titulares, y acepta transferir, pagar y tratar dichas acciones y los dichos dividendos e intereses pagables con respecto a dichas acciones, segun el Beneficiario o sus sucesores le instruyan periódicamente.

(2) El Depositario votará en todas las juntas de accionistas u otras a las que puede asistir, como propietario registrado de las dichas acciones, según se lo hayan instruido con anterioridad el Beneficiario o sus sucesores titulados, a falta de esas instrucciones a la discreción del Depositario; y ademas, si así le requieren el Beneficiario o sus sucesores, otorgará todos los poderes u otros documentos que sean necesarios o convenientes para capacitar al Beneficiario a sus representantes personales o sustitutos, o a los mandatarios que aquel o estos designen para votar en cualquiera de dichas juntas en nombre del Depositario.

(3) El Beneficiario, en todo tiempo de aquí en adelante, indemnizará y tendrá indemnizados al Depositario, sus representantes personales, y sustitutos, contra toda obligación (incluidos los Impuestos ordinarios o extraordinarios con respecto a dividendos o interes de dichas acciones) en las que el Depositario o sus representantes pueden incurrir por razón de dichas acciones, y contra todo costo o gastos devengados por el Depositario en la ejecución de los depositarios de esta certificación.

(4) El poder nombrar un nuevo Depositario de aqui en adelante lo tiene el Beneficiario mientras viva.

ATESTIGUANDO LO CUAL las partes presentes han puesto sus manos y sus sellos el dia y año antes escrito

Firmado Sellado y Expedido
por el dicho Doroteo de Ziaurriz en
presencia de
Jesus Aqueche
Firmado
Shipping Manager

Firmado - Doroteo Ziaurriz
Por el
COMITE BASQUE DE SECOURS
AUX REFUGIES
Firmado - DOROTEO ZIAURRIZ
Presidente
Chas Chevarra, Secretario

TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL. ENCLOSURE No 765 "JUSTSO"

222

Thornton House,
Finsbury Square,
London, E.C. 2.

YOUR REF.
OUR REF. DBL/BH.

7th July 1941.
Monday.

Dear Sir,

Continental Transit
Co.Ltd.

We are in receipt of yours of the 4th inst and now enclose copy of the Trust Deed which we have obtained from the Liquidator's Solicitors.

Yours faithfully,

Senor Manuel de Irujo,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square,
S.W.1.

ESTA CERTIFICACION DE DEPOSITO SE HACE EL diecisiete de Febrero de mil novenientos treinta y nueve ENTRE DOROTEO DE ZIAURRIZ de 63 Rue Des Galons Meudon Seine et Oise France (en adelante llamado "el Depositario") de una parte, y el COMITE BASQUE DE SECOURS AUX REFUGIES de 33 Avenue Pierre? de Seine Paris France (en adelante llamado "el Beneficiario") de la otra; DE LOS CUALES, el Depositario es el tenedor registrado de Cincuenta mil acciones de una libra cada una (todas ellas liberadas en su totalidad) números 1 a 30.000 y 40.001 a 60.000 todas ellas de Continental Transit Company Limited, Compañía incorporada en Inglaterra de acuerdo con la Ley de Compañías de 1929; Y DE LO CUAL se acordó, antes de la fecha de tal registro, que el Depositario ejecutaría tal declaración de depósito según se especifica a continuación.

AHORA ESTA CERTIFICACION ATESTIGUA como sigue:

(1) El Depositario declara que posee las dichas acciones y todos los dividendos e intereses que por cuenta de las mismas pueden pagarse, COMO DEPOSITARIO del Beneficiario y sus sucesores titulares, y acepta transferir, pagar y tratar dichas acciones y los dichos dividendos e intereses pagables con respecto a dichas acciones, segun el Beneficiario o sus sucesores le instruyan periódicamente.

(2) El Depositario votará en todas las juntas de accionistas u otras a las que puede asistir, como propietario registrado de las dichas acciones, según se lo hayan instruido con anterioridad el Beneficiario o sus sucesores titulados, a falta de esas instrucciones a la discreción del Depositario; y ademas, si así le requieren el Beneficiario o sus sucesores, otorgará todos los poderes u otros documentos que sean necesarios o convenientes para capacitar el Beneficiario a sus representantes personales o sustitutos, o a los mandatarios que aquel o estos designen para votar en cualquiera de dichas juntas en nombre del Depositario.

(3) El Beneficiario, en todo tiempo de aquí en adelante, indemnizará y tendrá indemnizados al Depositario, sus representantes personales, y sustitutos, contra toda obligación (incluidos los Impuestos ordinarios o extraordinarios con respecto a dividendos o interes de dichas acciones) en las que el Depositario o sus representantes pueden incurrir por razón de dichas acciones, y contra todo costo o gastos devengados por el Depositario en la ejecución de los depositarios de esta certificación.

(4) El poder nombrar un nuevo Depositario de aqui en adelante lo tiene el Beneficiario mientras viva.

ATESTIGUANDO LO CUAL las partes presentes han puesto sus manos y sus sellos el dia y año antes escrito

Firmado Sellado y Expedido)
por el dicho Doroteo de Ziaurriz en)
presencia de)
Jesus Aqueche)
Firmado)
Shipping Manager)

Firmado - Doroteo Ziaurriz
Por el
COMITE BASQUE DE SECOURS
AUX REFUGIES
Firmado - DOROTEO ZIAURRIZ
Presidente
Chas Chevarra, Secretario

224

4th July, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I am in receipt of your letter.

We should be glad to have an opportunity of seeing the Trust Deed relating to the Comite Basque de Secours aux Refugies, as soon as you have this.

We are hoping to obtain the regularisation of the legal position of the Comite.

Yours faithfully,

Manuel de Irujo.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL.

Thornton House, 225
Finsbury Square,
London, E.C.2.

YOUR REF.
OUR REF. DBL/BH.

2nd July 1941.
Wednesday.

Dear Sir,

Continental Transit
Co.Ltd.

We are obliged by yours of yesterday's date enclosing translations of the two cables and letter.

Yours faithfully,

Senor Manuel de Irujo,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square, S.W.1.

226

1st July, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.

Dear Sirs,

I now have the pleasure to enclose the English translations of the two cables and letter, which I promised.

Yours faithfully,

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE,
TEL. 5534 (4 LINES).

ENCL. ENCLOSURE No. 708 "JUSTSO"

227

Thornton House,
Finsbury Square,
London, E.C. 2.

YOUR REF.

OUR REF. DBL/BH.

24th June 1941.
Tuesday.

Dear Sir,

Continental Transit Co.Ltd.

Referring to our letter of yesterday's date we now enclose,

1. Copy of the Originating Summons issued by the Liquidator.

2. Copy of his Affidavit in support of the Summons.

It will now be necessary for each of the parties to the proceedings to enter Appearance which will of course be done by their respective Solicitors. Following this Affidavits will have to be prepared and filed in the Court by those parties who propose to claim the proceeds of the Shares and in such Affidavits their particular contentions will be set out.

We shall now require to see you in order to decide whether you will now claim the assets for and on behalf of Dr.Ziaurriz personally or whether you will set up the claim of the Comite Basque de Secours.

Please consider the questions raised by the Liquidator and which are set out in the Summons and we require you also to peruse carefully the enclosed copy Affidavit.

Yours faithfully,

Senor Manuel de Irujo,
The Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

C.

ENCL.

228

YOUR REF.

OUR REF. DBL/PVS

Thornton House,
Finsbury Square,
London, E.C.2.

23rd June, 1941.
Monday.

Dear Sirs,

Continental Transit Co.Ltd.,

We are in receipt of yours of the 20th instant and note. We shall be interested to know what takes place.

The Liquidator has issued a Summons and we will send you tomorrow a copy of the Affidavit which he has filed.

Yours faithfully.

Senor Mannel de Irujo,
Basque Delegation,
7/8 Hobart Place,
Eaton Square,
London.S.W.

Recibida su carta con copia.

Don Elias de Etxebería Secretario del Comite Basque de Secours aux Refugies se ha dirigido al Sr. Ortuzar y a mí diciendonos que puesto que se cita al Comite Basque de Secours Aux Refugies del que él es representante parece natural que ~~xxxxxx~~ esa cita se haga extrajudicialmente antes de ir a los tribunales pues tal vez se pudiera evitar el paso desagradable de tener que ir al Juzgado.

Ignoramos cual es la contestación del Sr. Ortuzar.

En el caso de que aceptara la reunion de las tres personas, Sres. Ortuzar, Etxebería y yo ó sus representantes, le tendremos a Ud. al corriente del resultado que se obtuviera.

Aparte esta cuestión hemos inciado los trabajos para legalizar la entidad como francesas que es y afecta a las Fuerzas Francesas Libres. El Presidante será el Sr. Ziaurritz, pero los Estatutos autorizan por su apoderado el que esté cubierto su puesto mientras continue ~~[illegible] por su apoderado~~ ausente.

Ya veremos el resultado que podamos obtener de nuestra gestión.

230

20th June, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

We are in receipt of your letter of the 13th June, with copy of letter enclosed, for which we thank you.

Don Elias de Etxebería, the Secretary of the Comite Basque de Secours aux Refugies, has written to Sr. Ortuzar and to me, saying that if the Comite Basque de Secours Aux Refugies, of which he is the representative, is to be summoned in this matter, it would be natural for it to take place extrajudicially, before going to the Courts, since it might make it possible to avoid the disagreeable course of taking proceedings.

We do not know how Sr. Ortuzar has answered.

If this meeting between the three persons, Sres. Ortuzar, Etxeberia and myself, or their representatives, should be accepted, we will keep you informed of the result.

Apart from this, we have commenced proceedings to legalise the organisation as being French, which it is and is also in support of the Free French Forces. The President will be Sr. Ziaurritz, but the Articles allow that his office may be held by his Attorney whilst he continues absent.

In due course we shall know the result which can be obtained by this move.

Yours faithfully,

Manuel de Irujo.

1º ¿Ha escrito de nuevo al Custodio, siguiendo la sugestión que me daba en su carta?

231

2º ¿Convendría impultar al custodio, para que sea él y no la Embajada, quien congele y retenga?

3º ¿Que gastos producirá la asistencia al Juzgado? ¿Puede haber condena en costas?

4º Creemos que debe hacer constar que, reputa innecesario acudir al Juzgado, sino pagar al accionista registrado. Pero, desde luego, el abogado tiene la confianza etc.

5º No parece que debe decirse que el abogado desconoce la existencia de la asociación aludida y las relaciones que tenga con este asunto. Desde luego no afecta para nada a los derechos del accionista. Solo puede conducir la cita a producir embrollo y confusión.

¿Quien ha hecho esta alegación? ¿Porqué hasta ahora no fué presentada?

5º ¿Puede recurrirse del fallo de este Juez?

6º Para librarse del income tax, una vez, un año antes de ser otorgado el Poder en mi favor, antes de comenzar la guerra, Ortiguez pidió que se le enviará ~~una Certa de la Sociedad~~ algún documento en que se dijera que ~~en~~ ese capital se dedicaba a fines benéficos - refugiados, colonias, asistencia social, etc —. Se le remitió una Certa de C. B. F. R. en la que se decía eso, firmada por Zimmitz Presidente y Echeverría Secretario. Este se encuentra en Inglaterra, con notorios.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE,
TEL. 5534 (4 LINES).

ENCL. ENCLOSURE No 272 "JUST SO"

232

Thornton House,
Finsbury Square,
London, E.C. 2.

YOUR REF.

OUR REF. DBL/BH.

13th June 1941.
Friday.

Dear Sir,

Continental Transit
Co.Ltd.

We enclose a copy of a letter we have today received from Messrs.Gilbert Robertson & Co.

We would draw your attention to the 3rd paragraph of their letter in which they say Dr.Ziaurriz executed a Declaration of Trust for the Comite Basque de Secours aux Refugies. This confirms the view that we expressed to you that if it can be established that the Comite Basque are now in London the Court will probably hold that the Shares belong to them.

We think it vitally important that this aspect of the matter be kept well in mind.

Yours faithfully,

Senor Manuel de Irujo,
The Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.

233

Gilbert Robertson & Co.
Solicitors.

38, West Bute Street,
Cardiff Docks.

12th June, 1941.

Dear Sirs,

CONTINENTAL TRANSIT CO. LTD. IN VOLUNTARY LIQUIDATION.
Your Ref: DBL/BH. Our Ref: ACH/48.

In reply to yours of the 11th inst, we will send you Summons for acceptance of Service, in due course.

The Liquidator is acting in the matter in accordance with the advice of Counsels, and we cannot agree with what you state in the third paragraph of your letter, particularly your statement that we agreed the claim of Mr. Ortuzar could not stand - we have agreed nothing one way or another with regard to this.

In addition to the claims by your client and Mr. Ortuzar, the Custodian of Enemy Property and the Comite Basquede Secours aux Refugies, in whose favour Dr. Ziaurriz executed a Declaration of Trust, are or may be also interested in the shares in question, hence the reason for our request for the information referred to in our last letter to you.

Any difficulties arising in the matter have not been created by us or by our clients, and we cannot agree that Dr. Ziaurriz is the only person entitled to the shares.

Yours faithfully,

GILBERT ROBERTSON & CO.

Signed.

Messrs. Phoenix, Levinson, Walters & Shane,
Thornton House, Finsbury Square,
London E. C. 2.

ENCLOSURE
Nº 272
"JUSTSO"

234

PHOENIX LEVINSON WALTERS AND SHANE

Thornton House,
Finsbury Square,
E.C.2

13 de Junio de 1941
Viernes

Muy señor nuestro,

Continental Transit Co. Ltd.,

Adjuntamos copia de carta que hemos recibido hoy de los Sres. Gilbert Robertson & Co.

Hemos de llamar su atención al tercer parrafo de su carta en la cual dicen que el Doctor Ziaurriz ejecutó una Declaración de Delegación (?) (Transferencia de poder sobre propiedad o sus resultados) en favor del Comite Basque de Secours aux Refugies. Esto confirma lo que dijimos a Ud. de que si es posible establecer que el Comite Basque esta ahora en Londres, los Tribunales seguramente determinarán que las Acciones pertenecen a dicho Comité.

Creemos de vital importancia tener muy en cuenta este aspecto del asunto.

Suyos afmos.

Señor Manuel de Irujo,
Basque Delegation,
7/8, Hobart Place,
Eaton Square,
S.W.1

235

GIBBERT ROBERTSON & CO.

33, West Bute Street,
Cardfff Docks.

12 de Junio de 1941

Muy Sres. nuestros,

CONTINENTAL TRANSIT CO. LTD. IN VOLUNTARY LIQUIDATION. Your Ref.: DBL/BH Our ref.:ACH/43

En contestación a su carta del 11 del corriente, enviaremos a Ud. a su debido tiempo la Citación por su aceptación de Servicios.

El Liquidador esta actuando en este asunto de acuerdo con el consejo de los Abogados, y no podemos aceptar lo que Ud. dice en el tercer parrafo de su carta, especialmente su referencia de que nosotros aceptabamos que la reclamación del Sr. Ortuzar no podia mantenerse - nosotros nada hemos dicho ni en un sentido ni en otro.

Ademas de la reclamación de su cliente y del Sr. Ortuzar el Custodio de Propiedad Enemiga y el Comite Basque de Secours aux Refugies, en cuyo favor el Dr. Ziaurriz ha ejecutado una Declaración de Delegación (de Confianza), estan o pueden estar interesados en las Acciones en cuestión. De ahí la razón de nuestra petición de información en nuestra ultima carta a Ud.

Las dificultades que se presenten en este asunto no son creadas por nosotros o por nuestras clientes, y no podemos aceptar que el Dr. Ziaurriz es a unica parte con derecho a las acciones.

Suyos afmos.

Messrs. Phoenix Levinson Walters and Shane.
Thornton House,
Finsbury Square,
E.C.2

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

FEL 1802

ENCL. ENCLOSURE No 188 JUSTSO"

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE,
TEL. 5534 (4 LINES).

Thornton House,
Finsbury Square,
London, E.C. 2.

236

YOUR REF.

OUR REF. DBL/BH.

9th June 1941.
Monday.

Dear Sir,

Continental Transit Co.Ltd.

We are in receipt of yours of the 6th inst and note what you say.

We enclose a copy of a letter which we received today from Messrs.Gilbert Robertson & Co.

You will observe that the Liquidator proposes to apply to the Court under Section 252 of Companies Act 1929 to determine the dispute as to the ownership of the Shares.

Section 252 of the Companies Act 1929 reads as follows:

252(1) The Liquidator or any contributory or creditor may apply to the Court to determine any question arising in the winding up of a Company or to exercise as respects the enforcing of calls or any other matter all or any of the powers which the Court might exercise if the Company were being wound up by the Court.

(2) The Court if satisfied that the determination of the question or the required exercise of power will be just and beneficial may accede wholly or partially to the application in such terms and conditions as it thinks fit or may make such order on the application as it thinks just"

You will observe that they propose to cite you as Attorney of Dr.Ziurriz and also the Comite Basque de Secours aux Refugies and we shall be glad to know whether the latter body has a representative in this country.

P.T.O.

It seems to us that it is the intention of the Liquidator prompted of course by Mr.Ortuzar to place before the Court all the facts relating to these shares.

We shall be glad to see you in order to discuss this matter.

Yours faithfully,

Senor Manuel de Irujo,
The Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.

237

GILBERT ROBERTSON & CO.

SOLICITORS.

33, West Bute Street,

Cardiff Docks.

6th June, 1941.

Dear Sirs,

re: CONTINENTAL TRANSIT CO. LTD. IN VOLUNTARY LIQUIDATION.

Referring to your correspondence with the Liquidator of the above Company, we are instructed to inform you that in view of the adverse claims to the proceeds of the 50,000 shares standing registered in the names of Doroteo de Ziaurriz, he proposes to make an Application to the Court under Section 252 of the Companies Act, 1929, and we should be glad to hear whether you will accept service of the Summons on behalf of Senor Manuel de Irujo.

We should also be glad if you would inform us whether the Comite Basque de Secours aux Refugies has any Office or Representative in England, and if so, we should be glad to know the address of the Office or the name and address of the Representative.

Perhaps your client will be able to supply us with this information.

Yours faithfully,

GILBERT ROBERTSON & CO.

Signed.

Messrs. Phoenix, Levinson, Walters & Shane,

Thornton House,
Finsbury Square,
London E. C. 2.

PHOENIX LEVINSON WALTERS & SHANE

238

Thornton House,
Finsbury Square
London, E.C.2

9 de Junio de 1941
Lunes

Muy Sr. nuestro,

Continental Transit Co. Ltd..

En nuestro poder su atenta del 6 corriente de cuyo contenido tomamos buena nota.

Incluimos copia de carta que hemos recibido hoy de los Sres. Gilbert Robertson & Co.

Observará Ud. que el Liquidador se propone solicitar de los Tribunales que, de acuerdo con la Sección 252 de la Ley de Compañias de 1929, determinen la cuestión de propiedad de las Acciones.

La Sección 252 de la Ley de Compañias de 1929, dice así:-

252 (1) El Liquidador o cualquier participe o acreedor puede solicitar de los Tribunales que determinen cualquier disputa que se presente al llevar a efecto la liquidación de una Compañia o que ejercite con respecto al cumplimiento de los acuerdos de pagos del capital o a cualquier otro asunto, todos o cualquiera de los poderes que los Tribunales puedan ejercitar si la Compañia fuera a ser liquidada por los Tribunales.

(2) Si los Tribunales creyeran de conformidad que la determinación de la cuestión o el necesario ejercicio de poder será justo y beneficiario, puede acceder en todo o en parte a la solicitud, con las condiciones y terminos que crea conveniente, o puede ordenar, con respecto a la solicitud, lo que crea justo".

Observará Ud. que se proponen citar a Ud. como Apoderado del Dr. Ziaurriz, citando tambien al Comite Basque de Secours aux Refugies, y nos agradaría saber si esta ultima organización tiene representante en este Pais.

Nos parece que la intención del Liquidador, incitado desde luego por el Sr. Ortuzar, es la de presentar a los Tribunales todos los datos informativos respecto a estas acciones.

Nos agradaría vernos con Ud. para discutir esta cuestión.

Suyo afmo.

Sr. Manuel de Irujo,
The Basque Delegation, 7/8, Hobart Place, Eaton Square, S.W.1

239

GILBERT ROBERTSON & CO. 33, West Bute Street,
Cardiff Docks.

6 de Junio de 1941

Muy Sres. nuestros,

re: CONTINENTAL TRANSIT CO. LTD. EN LIQUIDACION VOLUNTARIA

Con relación a su correspondencia con el Liquidador de la Compañia arriba citada, hemos sido ordenados de informar a Uds. que en vista de las reclamaciones opuestas que se plantean con respectó al producto de las 50.000 acciones que aparecen registradas a nombre de Doroteo de Ziaurriz, el Liquidador se propone presentar la correspondiente solicitud a los Tribunales, de acuerdo con la Seccion 252 de la Ley de Compañias de 1929, y nos agradaría saber si Ud. acepta el servir la Citación en nombre del Señor Manuel de Irujo.

Agradeceríamos mucho nos informaran Uds. si el Comite Basque de Secours aux Refugies tiene Oficina o Representante en Inglaterra, y en caso afirmativo, quisieramos saber la dirección de la Oficina o el nombre y dirección del Representante.

Quizá pueda su cliente informarnos sbre este particular.

Suyos afmos.

GILBERT ROBERTSON & CO.

Firmada

Messrs. Phoenix Levinson Walters and Shane,
Thornton House,
Finsbury Square,
London. E.C.2.

6th. June, 1941

Messrs. Phoenix Levinson Walters and Shane
Thornton House,
Finsbury Square,
E.C.2

Dear Sirs,

CONTINENTAL TRANSIT CO. LTD.

With reference to your letter of yesterday with copy of the reply from the Custodian, I wish to let you know that I agree to your suggested reply to the Trustee.

At the same time, I am glad to be able to give you some further information on this matter. The Chilean Foreign Office has wired the Chilean Embassy at Vichy to inform Dr. Ziaurritz that a visa for his entry in Chili has been granted. The Chilean authorities have also wired their London Embassy in order that the news be passed on to me.

Yours faithfully,

Manuel de Irujo

Recibida la fuga
Conforme tu propuesta.

~~Tenemos~~
Como ampliación de nuestra infor-
mación podemos decirle que el Ministerio
de Relaciones Exte de Chile ha telegra
fiado al Consulado de Ch en Marsella
con el fin de que comunique al Sr. Diamitz
~~para~~ la conformidad ~~en~~ para que el
Sr. Di ~~puede~~ entre en Chile. Tu mismo
agregó Ministerio de Chile lo ha calegra
fiado a su Embajada de esta
para que nos lo comunique

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL. ENCLOSURE No 179 "JUSTSO"

Thornton House, 242
Finsbury Square,
London, E.C. 2.

YOUR REF.
OUR REF. DBL/BH.

5th June 1941.
Thursday.

Dear Sir,

Continental Transit Co.Ltd.

We enclose a copy of a letter received from the Custodian Trustee from which you will see the position.

The answer to the first paragraph of his letter is that you are entitled to the Shares and the proceeds thereof, merely as Attorney for Dr.Ziaurriz. We do not wish to set up a claim to the Shares on any other ground as this might result only in introducing other complications.

In answer to the second paragraph of his letter he is of course right in stating that the settlement of conflicting claims to Shares is one for the Liquidator who would in the ordinary way seek the directions of the Courts. We do not claim that you are the owner of the Shares but only that you hold Power of Attorney from the owner. It therefore follows that we have no evidence to submit and in our view we should reply to the Trustee pointing out that you claim the Shares under a valid Power of Attorney which you hold and that your claim is only in the capacity of Attorney for the owner.

Yours faithfully,

Senor Manuel de Irujo,
The Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.

COPY LETTER.

243

PUBLIC TRUSTEE OFFICE,

Kingsway,
London.
W.C.2.

FWH/deLR/JMW.

4th June, 1941.

Dear Sirs,

Continental Transit Co. Ltd.
T.W.E. (F) 35423.

The Custodian has your letter of the 20th May. He notes your statement that your client Senor Manuel de Iruzo holds a power of Attorney from the registered holder of the 80,000 shares in the above company, but cannot understand why the power of Attorney should entitle your client to the shares and the proceeds thereof.

While the settlement of conflicting claims to shares in the Company is primarily a matter for the Liquidator, the Custodian is prepared to consider any evidence you may be able to put forward on behalf of your client that he is the owner of the shares.

I am, dear Sirs,

Yours faithfully,

(signed) Radia.

for Custodian.

ENCLOSURE
Nº 179
"JUSTSO"

COPY LETTER.

PUBLIC TRUSTEE OFFICE,

Kingsway,
London.
W.C.2.

FWH/deIR/JMW. 4th June, 1941.

Dear Sirs,

Continental Transit Co. Ltd.
T.W.E. (F) 35429.

The Custodian has your letter of the 29th May. He notes your statement that your client Senor Manuel de Iruzo holds a power of Attorney from the registered holder of the 80,000 shares in the above company, but cannot understand why the power of Attorney should entitle your client to the shares and the proceeds thereof.

While the settlement of conflicting claims to shares in the Company is primarily a matter for the Liquidator, the Custodian is prepared to consider any evidence you may be able to put forward on behalf of your client that he is the owner of the shares.

I am, dear Sirs,

Yours faithfully,

(signed) Radis.

for Custodian.

PHOENIX LEVINSON WALTERS AND SHANE

Thornton House,
Finsbury Square
E.C.2

244

5 de Junio de 1941

Muy Sr. nuestro,

CONTINENTAL TRANSIT Co. Ltd.

Adjunta copia de carta recibida del Custodio de Propiedad Enemigda, cuyo contenido refleja la situación del asunto que nos ocupa.

La respuesta al primer parrafo de su carta es la de que tiene Ud. derecho a las Acciones y a las resultantes de estas, meramente como Apoderado del Dr. Ziaurritz. No queremos presentar reclamación a las Acciones, basandonos para ello en otras razones, pues esto pudiera crear nuevas complicaciones.

La respuesta al segundo parrafo de su carta, tiene desde luego razón en apuntar que el arreglar reclamaciones opuestas a Acciones es asunto a resolverse por el Liquidador, quien en procedimiento ordinario buscaría la decisión de los Tribunales. Nosotros no presentamos a Ud. como propietario de las Acciones, sino solamente que Ud. tiene Poder Notarial otorgado por el propietario. Resulta por consiguiente que carecemos de evidencia probatoria y a nuestro juicio, debieramos contestar al Custodio haciendole saber que Ud. reclama las Acciones haciendo uso del Poder Notarial valido que Ud. posee y que su reclamación es solo hecha en su capacidad de Apoderado del propietario de las Acciones.

Suyos attos. afmos. ss. ss.

Firmada

Senor Manuel de Irujo,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square, S.W.1

ES COPIA

245

PUBLIC TRUSTEE OFFICE,

Kingsway,
London
W.C.2

4 de Junio de 1941

Muy Sres. mios,

CONTINENTAL TRANSIT CO. LTD.
T.W.E. (F) 35423

El Custodio ha recibido su carta del 20 de Mayo y toma nota de su declaración de que su cliente el Sr. Manuel de Irujo posee Poder Notarial del propietario registrado de las 80.000 acciones de la compañia arriba citada, pero no entiende la razon por la cual el Poder Notarial pueda dar derecho a su cliente a las acciones y a las resultantes de las mismas.

Aun cuando el arreglo de reclamaciones opuestas a acciones de la compañia es primordialmente asunto para el Liquidador, el Custodio esta dispuesto a considerar cualquier evidencia probatoria que pueda Ud. presentar en nombre de su cliente, de que es él el propietario de las acciones.

Suyo de Ud. afmo.

Firmado. Radia.

Por el Custodio

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL.

YOUR REF.

OUR REF. DBL/BH.

Thornton House, 246
Finsbury Square,
London, E.C.2.

26th May 1941.
Monday.

Dear Sir,

Continental Transit Co.Ltd.

We are in receipt of yours of the 23rd inst enclosing copies of letters as therein mentioned, which we have carefully considered.

We do not propose to write the Custodian Trustee further upon this matter until we get his reply to our last letter. You will appreciate that as the letter of the Company to you of the 10th May 1940 enclosing the cheque for £7000 refers to it as a "loan" a question may be raised by the Trustee if he refuses to admit the Power of Attorney, that he is entitled to reclaim this sum from you.

In these circumstances it will be best to await his views upon our letter to him as this will guide us as to the course to be taken.

Yours faithfully,

Senor Manuel de Irujo,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square,S.W.1.

e. 247

23rd May, 1941.

Messrs. Phoenix Levinson Walters & Shene,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I am in receipt of your letter of the 20th May, and am in agreement with the letter you have sent.

You may remember that on the 7th May 1940, I attended the General Meeting, armed with the Power of Attorney of Sr. Ziauriz, and was admitted without any reserve. On the 10th May 1940, the Company sent me a cheque for £7,000 as the Attorney of Sr. Ziauriz. I enclose you a copy of the letter for reference.

On the 11th June 1940, I was asked to send the Power for examination by the Company's lawyers, in order that they might proceed with the reduction of the capital of the Company, and on the 9th July 1940, it was returned to me with the approval of the lawyers. I enclose copies of both letter.

You have the originals of the remaining correspondence between the Cardiff lawyers and yourselves, in which the approval of the Power was confirmed.

Yours faithfully,

Carta al Abogado:

C. 248

Recibí la suya de fecha 20 Mayo 1941 del corriente, que es confiorme.

le incluyo copia de la carta que en fecha me dirigió la Cía., dando por vez primera su aceptación formal

Recuerdo a Vd. que el día 7 de Mayo de 1940 acudí con el poder del Sr. Z iauŕiz a la Junta General, siendo admitido sin reserva alguna. El día 10 Mayo 1940 la Sdad. me enviaba un cheque de 7.000 libras como Apoderado del Sr. Ziauŕiz. Incluyo a Vd. copia de la carta de referencia.

El día 11 Junio 1940 me fué pedido el Poder para su examen por los letrados de la Cía, a los efectos de proceder a la reducción de capital de la misma y el día 9 Julio 1940 me lo devolvió con la conformidad ~~expresada~~ referida al informe de conformidad de los letrados. Remito copias de ambas cartas.

Las restantes cursadas entre los letrados de Cardiff y Vds. en las que ~~a~~ refiere la conformidad con el poder las poseen Vds. originales.

Muy suyo,

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHŒNIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL.

YOUR REF.
OUR REF. DBL/WW

Thornton House,
Finsbury Square,
London, E.C.2.

249

20th May, 1941.
Tuesday.

Dear Sir,

Continental Transit Co. Ltd.

We enclose copy of a letter which we have to-day written to the Custodian of Enemy Property.

Yours faithfully,

Senor Manuel de Irujo,
Basque Delegation,
7/8, Hobart Place,
Eaton Square, S.W.1.

250

DBL/BH. 20th May 1941.
Tuesday.

Dear Sir,

Continental Transit Co.Ltd.

We act for Senor Manuel de Iruzo of Hobart Place, Eaton Square, London, S.W. with reference to his claim to Shares in the above Company.

The Company is in liquidation and the Liquidator is Mr.J.H.Bennett of 28, Lewes Road, Friern Barnett, N.12. with whom we understand you have had some correspondence.

Our Client holds the power of Attorney of Dr.Ziaurriz who is the registered holder of 80,000 Shares in the Company, and our Client therefore claims to be entitled to the Shares and the proceeds thereof.

We understand that you have intimated to the Liquidator that the Shares must be regarded for the present as enemy owned and you have declined to accept the evidence furnished by a Mr.L.de Ortuzar of a claim to the Shares which he has set up.

We would now inform you that Mr.Ortuzar is in no way entitled to claim the Shares and that our Client is the only person entitled as Attorney for the registered holder Dr.Ziaurriz.

We shall be glad to hear from you that our Client's claim will be admitted.

Yours faithfully,

The Custodian of Enemy Property,
Office of Public Trustee,
Kingsway,
London,W.C.

Kel . 1802

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

Thornton House,
Finsbury Square,
London, E.C.2.

ENCL.

251

YOUR REF.

OUR REF. DBL/BH.

14th May 1941.
Wednesday.

Dear Sir,

Continental Transit Co.Ltd.

We are in receipt of yours of the 12th inst with copy letter from the Custodian Trustee enclosed.

It would be interesting to know what evidence the liquidator produced to the Custodian and if a copy of your Power of Attorney were in fact submitted.

We shall be glad to know whether the Liquidator acquainted you of this. It seems to us that in any case correspondence should now be undertaken with the Custodian with a view to asserting your claim.

We shall be glad to hear from you.

Yours faithfully,
Phoenix Leon & Co

Senor Manuel de Irujo,
The Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.1.

Confidential

252

29th April, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I thank you for your letter of the 28th April, and note what you say therein.

We quite agree with your remarks regarding confining the matter to ourselves and the Liquidator without approaching the Custodian Trustee.

Yours faithfully,

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL.

Thornton House, 253
Finsbury Square,
London, E.C. 2.

YOUR REF.

OUR REF. DBL/BH.

28th April 1941.
Monday.

Dear Sir,

Continental Transit Co.Ltd.

We are in receipt of yours of the 25th inst and note what you say.

The information given you as to the claim of Senor S.R.Ortuzar agrees with the opinion we have expressed all along.

It is quite clear that Senor Ortuzar cannot lay claim to the Shares unless he can produce a valid Transfer from Dr.Ziurriz or his duly appointed Attorney.

It would appear however that the Liquidator has placed the facts before the Custodian Trustee and as we anticipated,once the Custodian Trustee was acquainted with the facts, the Shares would be frozen.

We do not think that any step should be taken by you at this stage. It will be time enough to fight the issue as to your claim when the Liquidator is in a position to distribute the monies belonging to the Company. At the moment we have lodged your claim with the Liquidator and we have warned him against a refusal to consider your claim and we think it best therefore to keep the dispute between us and the Liquidator, without any approach being made to the Custodian Trustee.

We shall be glad to have your comments.

Yours faithfully,

Senor Manuel de Irujo,
The Basque Delegation,
7/8,Hobart Place,
Eaton Square,W.1.

Continental

254

25th April, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thronton House,
Finsbury Square,
E.C.2.

Dear Sirs,

We are in receipt of your letter of the 24th enclosing a copy of your letter to the Liquidator of the Continental Transit, with which we are in complete agreement.

We have now been informed by a very close friend of ours that Sr. Ortuzar has shown him a copy of a letter written by the Custodian of Enemy Property to the Liquidator, in which it is stated that Sr. Ortuzar's claim as owner of the shares belonging to Dr. Ziaurriz, cannot be accepted if no further substantiation of the transfer of the said shares from Dr. Ziaurriz to Sr. Ortuzar is forwarded, and it is therefore thought that the shares still belong to Dr. Ziaurriz and for that reason they are liable to be frozen.

This letter, we presume, is a reply to another letter which the Liquidator of the Company must have written to the Custodian of Enemy Property. It seems clear that the money is now in great danger of being frozen, and in these circumstances we should be glad to know what action you suggest should now be taken.

Yours faithfully,

EMERGENCY TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

YOUR REF.
OUR REF. DBL/BH.

ENCLOSURE
Nº 767
"JUSTSO"

Thornton House,
Finsbury Square,
London, E.C. 2.

265

24th April 1941.
Thursday.

Dear Sir,

Continental Transit Co.Ltd.

We are in receipt of yours of the 22nd inst and now enclose a copy of our letter to the Liquidator.

Yours faithfully,

Señor Manuel de Iruzo,
Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.

256

DEL/BE.

24th April 1941.
Thursday.

Dear Sir,

Continental Transit Co.Ltd.

We are in receipt of your letter of the 18th inst and are surprised at its contents.

You have been notified of our Clients claim and you are aware that the Shares in question stand in the name of Dr.Ziurriz. No person other than our Client as Attorney of Dr.Ziurriz has any right to the Shares.

Yours faithfully,

J.H.Bennett Esq.,
28, Lewes Road,
Friern Barnett,
London,N.12.

ENCLOSURE
No 767
"JUSTSO"

256

DHL/EE. 24th April 1941.
Thursday.

Dear Sir,

Continental Transit Co.Ltd.

We are in receipt of your letter of the 18th inst and are surprised at its contents.

You have been notified of our Clients claim and you are aware that the Shares in question stand in the name of Dr.Zinnris. No person other than our Client as Attorney of Dr.Zinnris has any right to the Shares.

Yours faithfully,

J.H.Bennett Esq.,
28, Lewes Road,
Friern Barnett,
London,N.12.

Continental

257

22nd April, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I thank you for your letter of the 21st April, enclosing a copy of the letter you have received from the Liquidator, and am quite agreeable to your suggested reply.

Yours faithfully,

Manuel de Irujo.

EMERGENCY TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

ENCL ENCLOSURE No 745 "JUSTSO"

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

YOUR REF.
OUR REF. DBL/BH.

Thornton House, 258
Finsbury Square,
London, E.C. 2.

21st April 1941.
Monday.

Dear Sir,

Continental Transit Co.Ltd.

We enclose a copy of a letter we have today received from the Liquidator from which you will see the position.

It is obvious that the Liquidator is being inspired by Mr.Ortuzar. You will observe that he ignores our request for information as to the alleged claims to the shares.

We propose replying to him that he is aware of your claim and that he will be bound to deal with it in the usual way.

We shall be glad to have your comments.

Yours faithfully,

Senor Manuel de Iruzo,
The Basque Delegation,
7/8,Hobart Place,
Eaton Square,
London,S.W.

Copy.

CONTINENTAL TRANSIT CO., LIMITED.

STEAMSHIP OWNERS.

COLUM BUILDINGS,

(In Voluntary Liquidation)

28, Lewes Rd.,
Friern Barnet,
N. 12.

18th April 1941.

Messrs. Phoenix Levinson Walters & Shane
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I am in receipt of your letter of the 9th inst. reference DBL/PH. I do not agree with all that you state in your letter and it is necessary for me to have the information asked for in my letter to you of the 5th inst.

Until such time as this information is forthcoming from your client, I shall be unable to consider his claim any further.

Yours faithfully,

signed,

Liquidator.

ENCLOSURE
Nº 745
"JUSTSO"

Copy.

CONTINENTAL TRANSIT CO., LIMITED.

STEAMSHIP OWNERS.

COLUM BUILDINGS,

(In Voluntary Liquidation)

28, Lewes Rd.,
Friern Barnet,
N. 12.

18th April 1941.

Messrs. Phoenix Levinson Walters & Shane
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I am in receipt of your letter of the 9th inst. reference DBL/PH. I do not agree with all that you state in your letter and it is necessary for me to have the information asked for in my letter to you of the 5th inst.

Until such time as this information is forthcoming from your client, I shall be unable to consider his claim any further.

Yours faithfully,

signed,

Liquidator.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL.

760

Thornton House,
Finsbury Square,
London, E.C.2.

YOUR REF.
OUR REF. DBL/R.

18th April 1941.

Dear Sir,

re Cheque.

We are in receipt of yours of the 16th inst which was received by us this morning.

A cheque is valid in this Country for a period of 6 months from the date upon which it is drawn. The cheque you have is dated the 6th April 1939 and is therefore out of date and not negotiable.

There is no method known to English law to enable you to make this cheque valid, it is necessary that you obtain a fresh cheque from the drawer.

We observe that the cheque was drawn by a British firm, but you do not tell us whether this firm is still in existence, and we are therefore unable to say whether you are in a position to approach the firm or not.

If there is anything you wish us to do in the matter, we shall be happy to assist you.

Yours faithfully,

Senor A. de Gondra,
Eaton Square, S.W.1.

261

16th. April, 1941

Messrs. Phoenix, Levinson, Wlaters and Shane,
Thornton House,
Finsbury Square,
E.C.2

Dear Sirs,

I refer to a matter which has no connection with the Continental Transit Co. Ltd.,

We have in our possession a cheque ceded to us by one of our associates. It is made by a British firm to our associate, who has endorsed it, signing at the back of the cheque, and bears the date of the 6th. April 1939.

Before giving it to our Bankers for credit of our account, we should like to know if it is still valid; which is the period of validity of a cheque before a renovation being necessary; and what procedure of renovation should be taken according to the English Law.

Yours faithfully,

A. de Gondra,
Secretary

EMERGENCY TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

ENCLOSURE
No. 865
"JUSTSO"

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

Thornton House,
Finsbury Square,
London, E.C. 2.

262

YOUR REF.
OUR REF. DBL/PVS

9th April, 1941.
Wednesday.

Dear Sirs,

Continental Transit Co.Ltd.,

We are in receipt of yours of yesterday's date and enclose copy of a letter we have written to the Liquidator.

Yours faithfully.

Snr. Manuel de Irujo,
Basque Delegation
7/8 Hobart Place,
Eaton Square.S.W.1.

263

DBL/BH. 9th April 1941.
Wednesday.

Dear Sir,

Continental Transit
Co.Ltd.

We are in receipt of your letter of the 5th inst, and are surprised at its contents.

We were expressly informed by the Solicitors to the Company that the Shares are standing in the name of Dr.Ziurriz and that no transfer of these Shares has ever been produced.

We know of no claim by Mr.Outazar which has any substance in fact.

The Shares in question are owned by Dr.Ziurriz whose legally constituted attorney is our Client Senor Manuel de Irujo.

We shall be glad if you will kindly inform us on what grounds Mr.Outazar claims to be entitled to the Shares.

The information you ask for in respect to Dr.Ziurriz is quite irrelevant as our Client is the only person to whom you have to look in respect to the Shares in question.

Yours faithfully,

F.H.Bennett Esq.,
28,Lewes Road,
Friern Barnet,
London,N.12.

EMERGENCY TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

ENCLOSURE
No 992

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

YOUR REF.
OUR REF. DBL/BH.

Thornton House,
Finsbury Square,
London, E.C. 2.

764

2nd April 1941.
Wednesday.

Dear Sir,

Continental Transit Co.Ltd.

We are in receipt of yours of yesterday's date and agrée that it would be well to write the Liquidator.

We cannot require the Liquidator to give us a report on the liquidation but we can inquire whether he is in a position to distribute any portion of the assets.

We have accordingly written him today and enclose a copy of our letter. We shall be interested to see the Liquidator's reply and will report to you as soon as same comes to hand.

Yours faithfully,

Senor Manuel de Irujo,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square,
London, S.W.1.

DBL/BH. 2nd April 1941.
Wednesday.

Dear Sir,

Continental Transit Co.Ltd.

Referring to our letter of the 21st February last we shall be glad to know whether you are now in a position to distribute any portion of the assets of the Company.

Yours faithfully,

F.H.Bennett Esq.,
28,Lewes Road,
Friern Barnett,
London,N.12.

Confidential

266

1st April, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sir,

With reference to your letter of the 27th February which enclosed a letter of acknowledgment from the Liquidator, as some time has now passed since this communication, we are wondering if it would not be advisable to write and inquire how the liquidation is proceeding, in order that it may not be thought that we are no longer interested in the matter.

Yours faithfully,

Manuel de Irujo.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE,
TEL. 5534 (4 LINES)

ENCLOSURE No 737 "JUSTSO"

Thornton House,
Finsbury Square,
London, E.C.2.

267

YOUR REF.
OUR REF. DBL/BH.

4th April 1941.
Friday.

Dear Sir,

Continental Transit Co.Ltd.

We enclose copy of a letter we have received from the Liquidator from which you will see the position.

You will observe that he states that there are other claims to the shares concerned.

We enclose copy of a letter we have written him in reply.

Yours faithfully,

Manuel D.Irujo Esq.,
Basque Delegation,
7/8,Hobart Place,
Eaton Square,
S.W.1.

268

CONTINENTAL TRANSIT CO., LIMITED.

(In Voluntary Liquidation)

28, Lewes Road,
Friern Barnet
N.12.

3rd. April 1941.

Messrs. Phoenix Levinson Walters & Shane
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I am in receipt of your letter of the 2nd inst. reference DBL/BH and am not in a position to distribute any portions of the assets of the Company. As you are probably aware, there are other claims to the shares concerned an d I shall be dealing with this aspect of the matter when the amount to be distributed has become more definite. At this stage I cannot say when this is likely to be.

Yours faithfully,

(signed)

Liquidator.

269

DBL/CP

4th April 1941.
Friday.

Dear Sir,

Re : Continental Transit Co. Ltd.

We are in receipt of yours of yesterday's date and note what you say.

We shall be glad if you will kindly inform us what other Claims there are to the shares in question, as our Client knows of no one who has any reject to the shares other than himself as Athorney for Dr. Zuirriz.

Yours faithfully,

F. H. Bennett Esq.,
28, Lewes Road,
Frian barnet
N.12.

ENCLOSURE
Nº 737
"JUSTSO"

DBI/CP

4th April 1941.
Friday.

Dear Sir,

Re : Continental Transit Co. Ltd.

We are in receipt of yours of yesterday's date and note what you say.

We shall be glad if you will kindly inform us what other Claims there are to the shares in question, as our Client knows of no one who has any reject to the shares other than himself as Athorney for Dr. Zuirris.

Yours faithfully,

F. H. Bennett Esq.,
28, Lewes Road,
Friar barnet
N.12.

EMERGENCY TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

ENCLOSURE
No 847
"JUSTSO"

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

YOUR REF.

OUR REF. DBL/BH.

Thornton House,
Finsbury Square,
London, E.C. 2.

270

7th April 1941.
Monday.

Dear Sir,

Continental Transit Co.Ltd.

We enclose copy of a letter we have received from the Liquidator in reply to our letter of the 4th inst, from which you will see the position.

Kindly consider its contents and perhaps you will let us know how you would wish us to reply.

In our opinion the Liquidator is not entitled to the information he has asked for. It is for him merely to satisfy himself as to the validity of your claim and for this he cannot go beyond your Power of Attorney. If he refuses to accept the Power of Attorney it will be his duty to challenge it, and then will come the time for you to adduce all necessary evidence to support it.

We shall be glad to hear from you.

Yours faithfully,

Senor Manuel de Irujo,
The Basque Delegation,
7/8, Hobart Place,
Eaton Square, S.W.

Continental Transit Co. Limited.

(In Voluntary Liquidation)

28, Lewes Rd.
Friern Barnet
N. 12.

5th April 1941.

Messrs. Phoenix Levinson Walter's & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I am in receipt of your letter of the 4th inst. reference DBL/CP. I was under the impression that your client was fully aware of the other claim to the Shares which has been made by Mr. Luis de Ortuzar. Can your client give me the present address of Dr. Ziaurriz and also let me know when he last had a communication from him and from what address this came? This information will propably assist me in the Liquidation.

Yours faithfully

(Sgd). Liquidator.

271

272

8th. April, 1941

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2

Dear Sirs,

Continental Transit Co. Ltd.,

I thank you for your letter of yesterday enclosing copy of the letter from the Liquidator.

Your suggestion is very reasonable and you may base on it you reply.

It occurs to me that it would be convenient to reject the assumption of Mr. Ortuzar's claim and to ask the Liquidator for an explanation of the ground on which such claim is founded.

Yours faithfully,

Manuel de Irujo Ollo

Carta 7 Abril
Alvarado
Trujillo
Sra Rochill

Recibo la suya 7 ctg con copia de la del liquidador.

La sugestión que Vds hacen es buena respuesta. Sobre ella podrían Vds contestar.

~~Me~~ Ocurre que ~~lo~~ convendría rechazar el supuesto de la reclamación del Sr. Ortuzar y pedir al liquidador el fundamento de aquella. ~~con el fin de~~

27th February, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I thank you for your letter of the 26th February, enclosing copy of the letter of acknowledgment from Mr. F. H. Bennett, the Liquidator.

I also acknowledge receipt of your letter of the 21st February, with enclosure, and must apologise for not having done so before.

Yours faithfully,

Manuel de Irujo

EMERGENCY TELEPHONE NUMBERS:
KELVIN 1802, 1803, 1804, 1805
(4 LINES)

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENC ENCLOSURE No 30 "JUSTSO"

YOUR REF.
OUR REF. DBL/BH.

Thornton House,
Finsbury Square,
London, E.C.2.

275

26th February 1941.
Wednesday.

Dear Sir,

Continental Transit Co.Ltd.

We do not appear to have received from you an acknowledgement of our letter of the 21st inst and shall be glad to know whether it was safely received.

We now enclose copy of a letter we have received from Mr.F.H.Bennett the Liquidator from which you will see he acknowledges receipt of our registered letter.

Yours faithfully,

Senor Manuel de Irujo,
The Basque Delegation,
7/8,Hobart Place,
Eaton Square,W.1.

COPY LETTER.

276

F. H. Bennett & Co.,
Accountants.

28, Lewes Road,
Friern Barnet,
N.12.

FHB/DF.

24th February, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

Continental Transit Co. Ltd. Your Ref. DBL/BH.

I am in receipt of your registered letter of the 21st inst., the contents of which are noted.

Yours faithfully,

F.H. BENNETT. (signed)

ENCLOSURE
No. 30
"JUSTSO"

275

COPY LETTER.

F. H. Bennett & Co.,
Accountants.

28, Lewes Road,
Friern Barnet,
N.12.

FHB\DF. 24th February, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

Continental Transit Co. Ltd. Your Ref. DRL\BH.

I am in receipt of your registered letter of the 21st inst., the contents of which are noted.

Yours faithfully,

F.H. BENNETT. (signed)

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL. ENCLOSURE No. 41 "JUSTSO"

Thornton House,
Finsbury Square,
London, E.C. 2.

277

YOUR REF.
OUR REF. DBL/BH.

21st February 1941.
Friday.

Dear Sir,

Continental Transit Co.Ltd.

We are in receipt of yours of even date and have today formally notified the Liquidator of your claim to the Shares and to the proceeds thereof, and we enclose a copy of our letter.

We think that you misunderstood to some slight extent the opinion that we expressed to you at our last interview.

We stated that no Liquidator on receipt of a claim from you to the proceeds of the Shares would part with the money until your claim was disposed of, unless he took steps to protect himself by obtaining adequate guarantees and indemnities.

You will appreciate that if a Liquidator after receiving Notice of a Third Party's claim to monies in his hands parted with those monies to another person he would render himself liable to the claimant.

It therefore follows before he would part with such monies the claim of the Third Party would have to be disposed of or a full and adequate indemnity would have to be given to the Liquidator.

We therefore feel that it is possible having regard to the fact that this Liquidator and Senor Ortuzar were concerned together in another matter that Senor Ortuzar might prevail upon him to hand the monies over to him, first giving the Liquidator a Bond, or some other adequate guarantee that he would be indemnified against any claim that you might bring against him in respect to these Shares.

AL

P.T.O.

We confirm in the strongest possible way that the endorsement or receipt on the back of the Share Certificates is not valid to effect a transfer of the shares, and we are satisfied that Senor Ortuzar cannot claim to be the owner of the Shares in question.

We appreciate that you do not desire that the funds should be frozen and it is for this reason that we do not advise that any action be taken through the Courts or otherwise.

We trust that this makes the position clear.

Yours faithfully,

Senor Manuel de Irujo,
Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.1.

278

DBL/BH. 21st February 1941.
Friday.

Dear Sir,

Continental Transit Co.Ltd.

We act for Senor Manuel de Irujo of 7/8 Hobart Place, Eaton Square, London,S.W.1.

Our Client is the Attorney of Doctor Ziauritz who is the holder of 50,000 in the capital of the above Company.

We are instructed that you have been appointed the Liquidator of the Company in a Members winding up and we hereby give you notice that our Client claims to be entitled as the Attorney of Dr.Ziauritz to the 50,000 in the Company standing in the latters name.

We are instructed to inform you that our Client will hold you personally liable in respect to the said shares and the proceeds thereof, which are due and payable only to our Client.

Yours faithfully,

REGISTERED.

F.H.Bennett Esq.,
28,Lewes Road,
Friern Barnett,N.12.

21st February, 1941.

Messrs. Pheonix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I am in receipt of your letter of yesterday. I clearly understood from you at our last interview, that one way to prevent Sr. Ortuzar receiving the funds of Dr. Ziauritz, would be to send through you a registered letter to the appointed liquidator, so that the transfer may not be put into effect. I remember that, talking of this plan, you told me that there was no liquidator in England who would make this payment after receiving the registered letter referred to; and that the endorsement or receipt are not valid in the document which Sr. Ortuzar possesses as they lack legal formalities necessary.

I understand, therefore, that it is now necessary to proceed along the lines you suggested earlier, the letter mentioned being sent by you to the liquidator.

With this end in view, I sent you a telegram from Cardiff, repeating its contents through Mr. Gondra.

In regard to other judicial courses, if to take these means that the funds would be frozen, these would not interest me, as I need to have the funds available, it being less important for me to be able to receive them after the war.

Awaiting your reply,

Yours faithfully,

21 de Febrero de 1941.

Continental Transit Co. Ltd. 280

Acusamos recibo de su estimada carta de esta fecha y hoy hemos avisado formalmente al Liquidador de su reclamación ~~(derecho)~~ a las acciónes y sus réditos. Le Adjuntamos copia de nuestra carta.

Creemos que Vd. se equivocó hasta cierto punto respecto a la opinión que le dimos en nuestra ultima entrevista.

Declaramos que no hay Liquidador que, al recibir de Vd. una reclamación a los réditos de las acciónes, entregara los fondos hasta que su reclamación fuera solucionada, sin tomar medidas de protección obteniendo guarantías y indemnizaciónes adecuadas.

Entenderá que, recibido el aviso de la reclamación de un Tercero a fondos ya en sus manos, si el Liquidador los entrega a otra persona, se halla deudor al reclamante.

Por eso, se entiende que antes de entregar estos fondos, es preciso que o se solucione la reclamación del Tercero o que el Liquidador reciba indemnización completa y adecuada.

Creemos, por tanto, que en vista de que este Liquidador y el Sr. Ortuzar tenian relaciones en otro asunto, pudiera inducirle de entregar a él los fondos, dándole antes una fianza, o otra guarantía adecuada de que se quedara indemnizado contra cualquiera reclamación que Vd. pudirea pretender contra él con relación a estos acciónes

Confirmamos en la forma más concreta, que el endoso o recibo en los certificados de los acciónes no vale para efectuar una entrega de las acciónes, y quedamos satisfechos que el Sr. Ortuzar no puede pretender ser dueno de las acciónes ante-dichas.

Entendemos que Vd. no quiere que queden bloqueados los fondos, y por eso, no le aconsejamos que tome Vd. cualquiera medio por los tribunales o de otra manera.

Esperamos que esto pone en claro la situación.

He recibido la suya de ayer. Entendí claramente de Vd. en consulta anterior, que el medio adecuado para impedir que el Sr. Ortuzar cobre los capitales del Dr. Ziaufitz es dirigir por Vd. una carta registrada al liquidador nombrado, con el fin de que éste no efectue aquella entrega material. Recuerdo que Vd. me decía, comentando este plan, que no habría liquidador en Inglaterra que hiciera esa entrega después de recibir la carta registrada de referencia; y que la cesión o recibo no son validos en el documento que el Sr. Ortuzar posee, por ~~no~~ carecer de los requisitos legales.

Entiendo pues que ahora debe proceder a aplicar el propio criterio de la ~~propia~~ indicación que Vd. me hizo antes dirigiéndose por Vd. al liquidador la carta aludida.

A ese fin puse a Vd. un telegrama desde Cardiff reiterando igual comunicación por medio del Sr. Gondra.

En cuanto a otras medidas de órden judicial, si ~~ellos~~ llevan aparejada el bloqueo de los fondos, no pueden interesarme, pues que lo interesante para mi es ~~poder~~ disponer de los fondos, ~~ellos~~, importándome menos poder cobrarlos después de la guerra.

Espero sus noticias.

21 Feb. 1941

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCLOSURE No. 35 "JUSTSO"

ENCL

Thornton House,
Finsbury Square,
London, E.C.2.

281

YOUR REF.
OUR REF. DBL/BH.

20th February 1941.
Thursday.

Dear Sir,

Continental Transit Co.Ltd.

We enclose a copy of a letter we have today received from Messrs:Gilbert Robertson & Co. from which you will see the position.

It seems to us that formal Notice should now be given to the Liquidator of your claim.

We think you ought now to consider the best steps to be taken to safeguard your interests, because we fear the possibility of Mr.Ortuzar bringing influence to bear upon the Liquidator to recognise him as the Owner of the Shares.

The position is a delicate one and we shall be glad to have your instructions.

Yours faithfully,

Sr.Manuel de Irujo,
Basque Delegation,
8/9,Hobart Place,
Eaton Square,S.W.

COPY LETTER

782

GILBERT ROBERTSON & CO.
Solicitors,

33, West Bute Street,
Cardiff Docks.

19th February, 1941.

Dear Sirs,

CONTINENTAL TRANSIT CO. LTD. DBL/BH. ACH/43.

In reply to yours of the 18th instant, a Resolution was passed yesterday for voluntary winding up, and for the appointment of Mr. F.H. Bennett, Chartered Accountant, as Liquidator.

We cannot agree with the statement made by you in the last paragraph of your letter.

Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs. Phoenix, Levinson, & Co.
Thornton House,
Finsbury Square,
LONDON.
E.C.2.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE,
TEL. 5534 (4 LINES).

ENCL.

Thornton House,
Finsbury Square,
London, E.C.2.

783

YOUR REF.

OUR REF. DBL/BH.

18th February 1941.
Tuesday.

Dear Sir,

Continental Transit Co.Ltd.

We duly received your telegram and the letter brought us by your Secretary, and we note that the Company prevented you from attending the Meeting and the reason which they gave for this.

We have written Messrs.Gilbert Robertson & Co. today and enclose copy of our letter.

Yours faithfully,

Snr.Manuel de Irujo,
Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.1.

284

DBL/BH. 18th February 1941.
Tuesday.

Dear Sirs,

Continental Transit Co.Ltd.

We are instructed that at the Meeting of Shareholders held today your Clients refused to permit Mr.Irujo to be present.

We do not know what business the Company transacted and we shall be glad if you will inform us whether the Resolution which was intended to be put to the Meeting was passed.

We desire to say our Client will hold the Company responsible for their action and we therefore formally protest most strongly against the action of your Clients.

It must be clear to them that by their conduct they prevented representation at the Meeting of Five Eighths of the Share Capital.

Yours faithfully,

Messrs.Gilbert Robertson & Co.
Post Office Chambers,
Docks,
Cardiff.

DIA 18/2/41 285
HORA 12,10 P.M.

PHOENIX LEVINSON WALTERS & SHANE
THORNTON HOUSE
FINSBURY SQUARE
LONDON E.C. 2

NOT ALLOWED MY PRESENCE MEETING STATING AS SPECIFIC REASON PRESENT ADRESS AND SITUATION DOCTOR FORBIDE THEM TO DEAL WITH ME STOP THIS STATEMENT WAS MADE TO US BY SECRETARY QUOTING COUNSEL'S OPINION

IRUJO

Telephone Nos. 7[illegible]6, 2567, 2568, [illegible], 2570.

OFFICIAL HOTEL TO
R. A. C.
AUTOMOBILE ASSOC'N
AND MOTOR UNION
CARDIFF MOTOR CLUB
AUTO CYCLE UNION

Telegrams: PARK HOT[illegible] ARDIFF.

PARK HOTEL

GARAGE
PETROL

AND WHITEHALL ROOMS

LOUNGE
GRILL

CARDIFF

ALL 'FRONT' ROOMS ENJOY FULL SUNNY ASPECT.

FITTED HOT & COLD WATER IN BEDROOMS, & GAS FIRES.

Confidential

286

18th February, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I have received a telephone call from Mr. Irujo informing me that he has just despatched a telegram to you, but as he is uncertain whether this will reach you without delay, he has asked me to call and explain the following:-

"We called at the offices of the Continental Transit Company to attend the meeting as agreed, and were received in an anteroom by the Secretary, who made the following statement - I am sorry, Mr. Irujo, but I have instructions to inform you that you cannot be admitted to the meeting, because the person you represent is in the territory you know, for which reason it is not possible for the meeting and the Company to maintain relations with you - The Secretary added that that was the opinion of Counsel.

"Lizaso repeated this over to the Secretary in English to be certain that we had not misunderstood, and the Secretary reiterated his statement, adding that as the meeting was taking place the Counsel had come to the office, and that therefore we could speak to him. We replied that after hearing the opinion of the Company we were not interested in discussing the matter with the Counsel.

We did not commit ourselves to any admission whether the person I represent is or is not in Occupied Territory. We just listened to the statement. We were not, of course, able to make a protest to the meeting, as we were not admitted to it.

Yours faithfully,

A. de Gondra
Secretary.

Park Hotel
Cardiff 2566

ENCL.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

Thornton House,
Finsbury Square,
London, E.C.2.

287

YOUR REF.
OUR REF. DBL/CP

17th February 1941.
Monday.

Dear Sir,

Re : Continental Transit Co. Ltd.

We are obliged by yours of the 15th inst. and observe the attitude taken up by Sr. Ontuzar.

We now enclose Copy of a letter we received to-day from Gilbert Robertson & Co. from which you will see they have been advised by Counsel that the Directors cannot permit you to vote at the Meeting.

We have no doubt that Counsel has advised that the Power of Attorney granted to you is deficient.

We observe that you and Sr. Lizaso will attend the Meeting at Cardiff and you will therefore know what the Directors propose to do.

We suggest that if they persist in refusing to allow you to vote that you register your protest.

Yours faithfully,

Sr. Manuel de Irujo
Basque Dellegation,
7/8, Hobard Place
Eaton Square,
S.W.1.

COPY LETTER

288

GILBERT ROBERTSON & CO.
Solicitors.

33, West Bute Street,
Cardiff Docks.

15th February, 1941.

Dear Sirs,

re. CONTINENTAL TRANSIT CO LTD. ACH/43.

With further reference to your letter of the 4th instant, to the Secretary of the above Company, we have now received Counsel's Opinion in which he advises that the Directors of the Company cannot properly permit Mr. Irujo to vote at the forthcoming Meeting. If, therefore, your client attends, he will not be permitted to vote.

We cannot agree with the statements made by you in your letter and are also instructed by Mr. Ortuzas to deny your allegations with regard to the Share Certificate and to intimate that the same will not be handed over to your client.

Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs. Phoenix, Levinson, & Co.
Thornton House, Finsbury Square,
LONDON. E.C.2.

P/S Since writing we have received yours of the 14th instant.

15th. February 1941

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

We are in receipt of your letter of yesterday together with copy of the one addressed to Messrs. Gilbert Robertson & Co.

Sr. Irujo has instructed us to reply as follows:

"Sr. Irujo, together with Sr. Lizaso, will attend the meeting of the Company.

"Sr. Ortuzar at his meeting with our mediator has firmly impressed the latter of his intention to deny validity to Sr. Irujo's Power and to impede his presence at the meeting absolutely.

"'This money' Sr. Ortuzar said 'shall be mine or nobody's'! 'Otherwise I am prepared to freeze them'".

"When Sr. Irujo and Sr. Lizaso leave after the meeting has taken place or if they are not permitted to be present, they will send you a telegram in order that without a momment's delay, you may send to the liquidator the messages which you suggested".

"When our mediator asked Sr. Ortuzar how he can manage to get the money which belongs to Dr. Ziaurritz, Sr. Ortuzar replied that he had already given form to the endorsement of the shares, which - he said - belong to him. Sr. Ortuzar added that he shall get the money by making use of his own rights. This is Sr. Ortuzar's statement. We do not know whether he pretends to give form to an endorsement or to make it appear as a receipt".

"Sr. Ortuzar further said that in order to avoid any obstruction the Company has already informed the Branch you know, regarding the position of the shares and Dr. Ziaurriz's residence, but that he has on his part approached

the said Branch, as a reference to the information given by the Company, and has let them know that the shares which belonged to Dr. Ziaurritz have passed to be his (Sr. Ortuzar's) own property.

"We do not know whether these communications to the Branch have in actual fact been made, but we can assure the authenticity of Sr. Ortuzar's statement".

Yours faithfully,

A. de Gondra
Secretary

290

15th. February 1941

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

We are in receipt of your letter of yesterday together with copy of the one addressed to Messrs. Gilbert Robertson & Co.

Sr. Irujo has instructed us to reply as follows:

"Sr. Irujo, together with Sr. Lizaso, will attend the meeting of the Company.

"Sr. Ortuzar at his meeting with our mediator has firmly impressed the latter of his intention to deny validity to Sr. Irujo's Power and to impede his presence at the meeting absolutely.

"'This money' Sr. Ortuzar said 'shall be mine or nobody's'. 'Otherwise I am prepared to freeze them'".

"When Sr. Irujo and Sr. Lizaso leave after the meeting has taken place or if they are not permitted to be present, they will send you a telegram in order that without a moment's delay, you may send to the liquidator the messages which you suggested".

"When our mediator asked Sr. Ortuzar how he can manage to get the money which belongs to Dr. Ziaurritz, Sr. Ortuzar replied that he had already given form to the endorsement of the shares, which - he said - belong to him. Sr. Ortuzar added that he shall get the money by making use of his own rights. This is Sr. Ortuzar's statement. We do not know whether he pretends to give form to an endorsement or to make it appear as a receipt".

"Sr. Ortuzar further said that in order to avoid any obstruction the Company has already informed the Branch you know, regarding the position of the shares and Dr. Ziaurriz's residence, but that he has on his part approached

the said Branch, as a reference to the information given by the Company, and has let them know that the shares which belonged to Dr. Ziaurritz have passed to be his (Sr. Ortuzar's) own property.

"We do not know whether these communications to the Branch have in actual fact been made, but we can assure the authenticity of Sr. Ortuzar's statement".

Yours faithfully,

A. de Gondra
Secretary

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCLOSURE
Nº 950

Thornton House, 291
Finsbury Square,
London, E.C. 2.

YOUR REF.
OUR REF. DBL/BH.

14th February 1941.
Friday.

Dear Sir,

Continental Transit Co.Ltd.

We are in receipt of yours of even date which we have carefully considered.

We have written Messrs.Gilbert Robertson & Co. and enclose a copy of our letter.

You will observe that we have embodied the first and third points of your letter. With regard to the second point we cannot of course suggest that we hold a joint conference with their Counsel. If they choose to take the opinion of Counsel that is a matter for them. We could only ask for a joint conference if it were a question of arbitrating upon the dispute between the parties.

We are extremely interested to hear that Sr.Ortuzar has made a move and we shall be interested to learn the result of the discussions he is holding with your mediator.

Yours faithfully,

Sr.Manuel de Irujo,
Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.1.

292

DBL/BH. 14th February 1941.
Friday.

Dear Sirs,

Continental Transit Co.Ltd.

We are in receipt of yours of the 12th inst and note what you say.

As you know the suggestion we made to your Clients was that a joint liquidator should be appointed to act with your Clients nominee in the Liquidation of this Company. This suggestion appears to us to be so reasonable having regard to the very large interest our Client has in the Company that we cannot see why the Opinion of Counsel should be necessary. The acceptance of our suggestion would obviate all difficulties and dispose of all matters in difference between our respective Clients.

In any event we desire to make it clear that our Client will attend the meeting and will insist upon his full rights and if any unpleasantness ensues the responsibility for the consequences will rest entirely upon your Clients.

Yours faithfully,

Messrs.Gilbert Robertson & Co.
Post Office Chambers,
Docks,
Cardiff.

Continental

293

14th February, 1941.

Messrs. Phoenix Levinson Walters & Shene,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I have to acknowledge receipt of your letter of the 13th instant, addressed to Mr. Lizaso.

It occurs to us that it might be advisable to reply to Messrs. Gilbert Robertson & Co., making the following three specific points.

1. In order to accept the formula for liquidation with two liquidators instead of one, it does not seem necessary to have the Opinion of Counsel. The mere discussion would advise, in any case, the intervention of another accountant, in conjunction with the one who had previously been acting for the Company.

2. It might perhaps be more effective, assuming good faith, if both sides took part in the consultation referred to by Messrs. Gilbert Robertson & Co., instead of only one. In this way the atmosphere of delay raised by their letter would be dissipated.

3. In any case, we wish to make it clear that the letter of Messrs. Gilbert Robertson relieves us, on our part, of all responsibility for whatever results from the attitude adopted by the Directors of the Continental Transit Company, on whom will rest the consequences.

I must also inform you that as soon as your letter was received in Cardiff, Sr. Ortuzar wrote, obviously agitated, to the mediator we had sent. The latter replied maintaining his points of view. Yesterday he received a telegram from Sr. Orguzar, making an appointment in London. Ant at this moment - 10.30 a.m. - they are already meeting.

Yours faithfully,

Recibo ~~[illegible]~~ la suya 12 ct.

244

Le sugiero la idea de ~~responder~~ replicar a los Sres G. N. recogiendo ~~de~~ tres extensos conceptos

(1). Para aceptar la fórmula de liquidación con intervención de dos contadores en lugar de uno solo, no parece precisa dictamen letrado. La mera discusión seguida acompañaría, en cualquier caso, la intervención de otro contador, al lado del que viene actuando con anterioridad en la compañía

(2) Tal vez ~~fuera~~ ~~sido~~ más eficaz, en el supuesto de buena fé, que la consulta ~~aludida~~ a que los Sres G. N. se refieren, fuera hecha por ambas partes,

en lugar de hecho por una sola. Con ello se evitará la tentación de dilación que pueda dar á la carta de aquellos Sres.

(3) En todo caso, queremos hacer constar que, ~~al quedar recibida la suya,~~ la carta de los Sres G. N. releva a nuestra parte de toda responsabilidad en la derivación que pueda originarse de la actitud adoptada por los Directores de C. S. a los cuales serán imputables sus consecuencias.

Como ampliación de ~~sus~~ nuestros informes he de comunicarle que,

en cuanto ~~la~~ carta de Vd fue
recibida en Cardiff, el Sr. Ortizar
escribió, ~~muy~~ visiblemente excitado, al medio
día que habíamos enviado. Este
se conforta manteniendo sus puntos
de vista. Ayer recibió un telegrama
del Sr. Ortizar, estando en Lon-
dres. Y en este momento — 10, 30
de la mañana —, están reunidos
ambos.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCLOSURE
Nº 895

EN

Thornton House,
Finsbury Square,
London, E.C.2.

295

YOUR REF.
OUR REF. DBL/BH.

13th February 1941.
Thursday.

Dear Sir,

Continental Transit Co.Ltd.

We enclose copy of a letter we have today received from Messrs.Gilbert Robertson & Co. the Solicitors to the Company.

You will observe they are taking the Opinion of Counsel and no doubt they are submitting questions relating to the Power of Attorney and to the powers of Senor Irujo. In the meantime they do not offer any comment on the points raised by us in our letter and they state that you must take such steps as you may be advised.

In our view the only course that Senor Irujo can take is to attend the Meeting and to take you with him as interpreter.

If the Directors refuse to allow Senor Irujo either to attend the meeting or to vote you will then decide whether you will take any action.

In view of the fact that you are reluctant to take proceedings through the Courts it is obvious that you have no option but to attend the meeting and endeavour to assert your rights there.

Yours faithfully,

Senor Josie De Lizaso,
Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.1.

COPY.

GILBERT ROBERTSON & CO.

33 West Bute Street,
Cardiff Docks.

12th. February 1941.

Dear Sirs,

Re. Continental Transit Co.Ltd. A.C.H.43.

Referring to your recent letter to us in which you forwarded us a copy of a letter addressed by you to the above Company, we are obtaining Counsel's Opinion, and as it is probable that the Opinion will not be received until shortly before the date of the Meeting, we are unable to state what course the Company will adopt and your client must take such steps in the matter as he may be advised.

Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs.Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square, E.C.2.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE

PHOENIX LEVINSON WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES).

ENCL. ENCLOSURE Nº 869

Thornton House,
Finsbury Square,
London, E.C. 2.

297

YOUR REF.
OUR REF. DBL/BH.

10th February 1941.
Monday.

Dear Sir,

Continental Transit
Co.Ltd.

We are in receipt of yours of the 7th inst, and enclose a copy of the letter we wrote to the Company.

Yours faithfully,
Phoenix Levinson & Co

Senor Jose I de Lizaso,
Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.1.

DBL/BH.

4th .February 1941.
Tuesday.

Dear Sir,

We have been consulted by Senor Manuel de Irujo of 7/8 Hobart Place, Eaton Square, S.W.1. with reference to your letter of the 24th.January and the Notice of a General Meeting enclosed therewith.

You are aware that our Client holds the Power of Attorney of Dr. Ziurriz who is a Shareholder of the Continental Transit Co.Ltd. and holds 50,000 Shares therein.

Our Clients Power of Attorney has already been admitted by you. Our client attended the last General Meeting and you have paid him £7000 in respect to the shares of Dr. Ziurriz.

It now appears from your letter that you send our Client Notice of the Meeting to be held on the 18th inst, "As a matter of courtesy only". We do not understand the position taken up by you as clearly our Client is entitled to the Notice of the Meeting in his capacity as Attorney for Dr. Ziurriz, and he proposes to attend the Meeting and to vote on the Resolution which will be before the Meeting.

We desire to say too, that our Client proposes to attend with Senor J.I.De Lizaso who will act as his interpreter as our Client speaks English imperfectly.

Our Client represents 50,000 Shares in the Company which is a large proportion of the total shareholding and he is entitled therefore to have a voice in so important a matter as the appointment of a Liquidator.

Our Client does not object to the proposed liquidator but he feels that as his interest is so large he is entitled to nominate a liquidator to act jointly with your nominee. Our Client in this connection nominates Mr. E.S.Foden of the firm of Messrs. Macdonald & Rees, of Cardiff, and we shall be glad to hear that you agree.

You have already been requested to send to our Client the Share Certificates relating to the Shares of Dr. Ziurriz and which for some reason have been in the hands of Mr.Ortuzar one of the Directors since 1939 and we shall now be glad if you will kindly let us have these Certificates as they are our clients property. We understand that Dr. Ziurriz placed his signature on the back of the Certificates in 1939 prior to the Grant of his Power of Attorney to our Client.

We shall be glad to have your assurance that our Client will be permitted to attend the Meeting with his interpreter and that no attempt will be made to obstruct him in the exercise of his vote, as otherwise our Client reserves his right to take such steps as may be necessary to protect himself and prevent the Meeting from acting in a manner which may be detrimental to him.

We trust that the Company will not wilfully ignore the rightofour Client who represents five eighths of the shareholding of the Company.

Yours faithfully,

REGISTERED.

The Secretary,
The Continental Transit Co.Ltd.,
Colum Building,
Mount Stuart Square,
Cardiff.

ENCLOSURE
Nº869

You have already been requested to send to our the Share Certificates relating to the Shares of Dr. Zimris and which for some reason have been in the hands of Mr.Ortuzar one of the Directors since 1939 and we shall now be glad if you will kindly let us have these Certificates as they are our clients property. We understand that Dr. Zimris placed his signature on the back of the Certificates in 1939 prior to the Grant of his Power of Attorney to our Client.

We shall be glad to have your assurance that our Client will be permitted to attend the Meeting with his interpreter and that no attempt will be made to obstruct him in the exercise of his vote, as otherwise our Client reserves his right to take such steps as may be necessary to protect himself and prevent the Meeting from acting in a manner which may be detrimental to him.

We trust that the Company will not wilfully ignore the rightfow Client who represents five eighths of the shareholding of the Company.

Yours faithfully,

REGISTERED.

The Secretary,
The Continental Transit Co.Ltd.,
Colum Building,
Mount Stuart Square,
Cardiff.

Continental

299

7th February, 1941.

Messrs. Phoenix Levinson Walters & Shane
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

With reference to our interview on Tuesday last, we do not appear to have received a copy of the letter which it was decided to send to the Continental Transit Company, and we should be obliged if you would let us have a copy at your early convenience.

We have tried to get in touch with you over the telephone, but were informed that your line is still out of order.

Yours faithfully,

Jose I. de Lizaso.

Confidential

300

3rd February, 1941.

Messrs. Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

As agreed at our last meeting, our friend has been to see Mr. Ortuzar, but failed to reach any agreement.

In order that we may proceed with the matter, I am writing to advise you that we propose calling at your office sometime before noon tomorrow, Tuesday.

I am sending this letter by hand, as it is impossible to communicate with your office by telephone.

Yours faithfully,

Manuel de Irujo

Carpeta Continental

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE,
TEL. 5534 (4 LINES)

ENCL.

301

Thornton House,
Finsbury Square,
London, E.C.2.

YOUR REF.

OUR REF. DBL/BH.

27th November 1940.
Wednesday.

Dear Sir,

Re: Mid-Atlantic Shipping
Co.Ltd.,

We have now heard from the Registrar of Companies that a copy of the Memorandum and Articles of Association of the above Company is estimated to cost £1.12. 0.

They further state that they cannot trace any Company under the name of Marino de Gamboa Limited.

Yours faithfully,

C.H.A.Wills Esq.,
c/o.Basque Delegation,
7/8,Hobart Place,
Eaton Square,W.1.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES)

ENCL.

Thornton House,
Finsbury Square,
London, E.C.2.

302

YOUR REF.
OUR REF. DBL/BH.

27th November 1940.
Wednesday.

Dear Sirs,

Continental Transit
Co.Ltd.,

We are obliged by yours of the 25th inst enclosing your cheque in payment of our Costs.

We now enclose our Bill together with formal receipt.

Yours faithfully,

The Basque Delegation,
7/8,Hobart Place,
Eaton Square,
S.W.1.

TELEGRAMS: DEEDS, CARDIFF.

TELEPHONE Nº 5534 (4 LINES)
PRIVATE BRANCH EXCHANGE

ENCL.

PHOENIX, LEVINSON & WALTERS
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.

LONDON 27-28, FINSBURY SQUARE, E.C.2.
TEL: NAT. 8461 (4 LINES)

Dumfries Chambers.
8 & 9, Dumfries Place.
Cardiff.

303

RJ/MSP.

26th November, 1940.
Tuesday.

Dear Sir,

Re: Continental Transit Co. re
Ortuzar and Dr. Ziaurriz.

We are obliged by your letter of yesterday, enclosing our Bill of Costs in the above matter, and your cheque value £23. 2. 5d., and we now return the Bill together with our receipt.

Yours faithfully,

PHOENIX, LEVINSON & WALTERS.

Josie de Lisaso, Esq.,
Basque Delegation,
7/8, Hobart Place,
Eaton Square,
London, S.W.1.

Confidential

304

25th November, 1940.

Messrs. Phoenix Levinson & Walters,
Dumfries Chambers,
8 & 9 Dumfries Place,
CARDIFF.

Dear Sirs,

I now have the pleasure to enclose my cheque for £23.2.5. in payment of the attached account, and I should be glad to have your reeeipt in due course.

Yours faithfully,

TELEGRAMS: DEEDS, CARDIFF.

TELEPHONE Nº 5534 (4 LINES)
PRIVATE BRANCH EXCHANGE

ENCL. ENCLOSURE Nº 922

PHOENIX, LEVINSON & WALTERS
SOLICITORS.
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.

LONDON: 27-28, FINSBURY SQUARE, E.C.2.
TEL: NAT. 8461 (4 LINES)

Dumfries Chambers.
8 & 9, Dumfries Place,
Cardiff.

JLW/RW.

305

22nd November 1940.
Friday.

Dear Sirs,

re Continental Transit Co.and Ors.

As requested we enclose herewith a note of our charges and disbursements.

Yours faithfully,

PHOENIX LEVINSON & WALTERS.

The Basque Legation,
Dr. Ziaurriz & Messrs.Irujo & Wills,
7-8 Hobart Place,
Eaton Square,
London. S.W.1.

Confidential

306

25th November, 1940.

Messrs. Phoenix, Levinson, Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I now have the pleasure to enclose my cheque for £14.1.6. in settlement of the attached account, and should be glad to have your receipt in due course.

Yours faithfully,

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES)

ENCL. ENCLOSURE Nº 1000

Thornton House,
Finsbury Square, 307
London, E.C.2.

YOUR REF.
OUR REF. MR/BH.

22nd November 1940.
Friday.

Dear Sirs,

Re: Continental Transit Co.Ltd.,

We enclose note of our Charges herein, and trust you will find same satisfactory.

Yours faithfully,

Phoenix Levinson & Co

The Basque Delegation,
7/8, Hobart Place,
Eaton Square,
S.W.1.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE,
TEL. 5534 (4 LINES)

ENCLOSURE
Nº 946

ENCL

308

Thornton House,
Finsbury Square,
London, E.C.2.

YOUR REF.
OUR REF. DBL/BH.

15th November 1940.
Friday.

Dear Sir,

Continental Transit
Co.Ltd.,

At the request of Mr.Wills we enclose the original Power of Attorney granted by Doctor Doroteo Ziaurriz.

Kindly acknowledge receipt.

Yours faithfully,
Phoenix Levinson & Co

REGISTERED.

Senor Irujo,
Basque Delegation,
7/8,Hobart Place,
Eaton Square,
London,S.W.1.

Confidential.

309

18th November, 1940.

Messrs. Phoenix, Levinson, Walters & Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

I now have the pleasure to acknowledge receipt of your letter of the 15th November, returning the Power of Attorney granted to me by Doctor Doroteo Ziaurriz, for which I thank you.

Yours faithfully,

Manuel de Irujo

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES)

ENCLOSURE
Nº 203

ENCL

310

Thornton House,
Finsbury Square,
London, E.C.2.

YOUR REF.
OUR REF. DBL/BH.

31st October 1940.
Thursday.

Dear Sir,

Re: Continental Transit
Co.Ltd.,

We enclose copy of a letter we have received today from Messrs.Gilbert Robertson & Co.,

We do not consider that this letter requires any comment from us. The whole tone of our letters to Gilbert Robertson & Co. make it perfectly clear that Mr.Irujo claims to be the Attorney of Ziaurriz and that the Shares have not been transferred to Mr.Ortuzar.

Notwithstanding the clear terms of our letters Gilbert Robertson & Co. still see fit to quibble. You will observe what they say in the last paragraph of their letter.

We shall be glad to discuss this matter further with you.

Yours faithfully,

C.H.A.Wills Esq.,
Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.1.

P.S. We have written Messrs Robertson giving a flat denial.

311

33, West Bute Street,
Cardiff Docks.
29th October,1940.

REF.VR/H.

Dear Sirs,

re:- Continental Transit Co.Ltd. DBL/BH.

In reply to yours of the 25th instant the Company will certainly not alter the Register of Member unless and until a duly executed transfer of the Shares standing in the name of Dr.Ziaurriz is presented for registration or the Company is otherwise directed by an Order of the Court.

We implied nothing in our letter to you of the 15th instant on behalf of the Company we made an enquiry which up to the present you have not answered.

We do not agree that there was anything irregular in the Company making temporary advances to members on loan account pending a reduction of capital or liquidation.

It is intended to proceed with the proposed liquidation as soon as it is advisable in the interests of the members to do so.

Yours faithfullt,
Gilbert Robertson & Co.

Messrs.Phoebix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
London.E.C.2.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE,
TEL. 5534 (4 LINES)

ENCL. ENCLOSURE No 639

Thornton House,
Finsbury Square,
London, E.C.2.

312

Bus 3095

Ave 1433

YOUR REF.
OUR REF. DBL/BH.

25th October 1940.
Friday.

Dear Sir,

Continental Transit Co.Ltd.,

Referring to our telephone conversation with you of this morning we now enclose copy of our letter to Messrs.Gilbert Robertson despatched today.

Yours faithfully,

C.H.A.Wills Esq.,
Ashdown Park Hotel,
Coulsden,
Surrey.

P.S. We carefully considered your suggested letter & found that we could not incorporate it. Our letter is sufficiently strong and contains the gist of your suggestions

313

DBL/BH. 25th October 1940.
Friday.

Dear Sirs,

Continental Transit Co.Ltd.,

We are in receipt of yours of the 23rd inst, and are surprised at its contents.

In your letter of the 15th inst you clearly implied that Mr.Ortuzar had become possessed of the Shares standing in the name of Dr.Ziaurriz whereas it now appear that the Shares have never in fact, been transferred to him.

Our Client repudiates the suggestion that Dr.Ziaurriz is no longer interested in the Company or that his Shares have passed to Mr.Ortuzar and we shall be glad to know on what authority your suggestion is based.

We desire to make it clear that the Shares belong to Dr.Ziaurriz and that our Client is his lawful Attorney and if necessary proceedings will be taken to establish this fact. We shall be glad to hear from you therefore, that no attempt is being made to substitute the name of Mr.Ortuzar in the Register of Members in the place of Dr. Ziaurriz as the owner of the Shares.

With regard to the first paragraph of your letter we agree that the facts and correspondence speak for themselves and these establish beyond all doubt that your Clients have returned a large part of the subscribed capital to the Shareholders,whilst knowing that this could not be done except upon an Order of the Court to reduce capital or upon a liquidation. To label such return of capital as loans is merely an attempt to get round the provisions of the Companies Act which obviously cannot be allowed to stand.

P.T.O.

314

We now desire to know definitely whether your Clients intend to proceed upon the lines agreed to by the Shareholders viz. to reduce the capital or liquidate the Company.

Yours faithfully,

Messrs.Gilbert Robertson & Co.,
33, West Bute Street,
Docks,
Cardiff.

ENCLOSURE
Nº 639

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES)

ENCL. ENCLOSURE No 645

Thornton House,
Finsbury Square,
London, E.C.2.

315

YOUR REF.
OUR REF. DBL/BH.

24th October 1940.
Thursday.

Dear Sir,

Continental Transit Co.Ltd.,

We enclose a copy of a letter received today from Messrs.Gilbert Robertson & Co. from which you will see the position.

We woulddraw your particular attention to the second paragraph of their letter which can only be characterised as extraordinary and specious. In their former letter they clearly gave one to understand that Mr.Ortuzar had acquired the Shares of Dr.Ziaurriz. Apparently they now repudiate this suggestion and are merely asking for information. If Mr.Ortuzar has not acquired the Shares why do they seek to suggest that Dr.Ziaurriz is no longer interested in the Company, and that Mr.Ortuzar is now the Owner of the Shares; and how can Mr.Ortuzar possibly be the owner of the Shares if they have not been formally transferred to him.

We feel that there is something behind all these suggestions and we shall be glad to discuss the matter further with you.

Yours faithfully,

C.H.A.Wills Esq.,
c/o.Basque Delegation,
7/8,Hobart Place,
Eaton Square,S.W.1.

33, West Bute Street,
Cardiff Docks.
23rd October, 1940.

Dear Sirs

re:-Continental Transit Co.Ltd.,

In reply to yours of the 18th instant, the facts correspondence and documents speak for themselves, and we deny that there is any substance in the allegations you make. The affairs of the Company are being and always have been, dealt with in a regular manner, and in the best interests of its members.

With regard to the latter part of your letter, we have not stated that a formal transfer of the shares registered in the name of Dr.Ziarriz has been executed or lodged with the Company. All we asked was whether your client had received instructions from his principal to the effect that the latter is no longer interested in the Company, and that Mr.Ortuzar is now the owner of the shares and to this you have not replied.

Yours faithfully,
GILBERT ROBERTSON & CO.

Messrs.Phoenix Levinso-n Walters & Shane,
Thornton House,
Finsbury Square,
LONDON.E.C.2.

ENCLOSURE
Nº 645

33, West Bute Street,
Cardiff Docks.
23rd October,1940.

Dear Sirs

re:-Continental Transit Co.Ltd.,

In reply to yours of the 18th instant, the facts correspondence and documents speak for themselves, and we deny that there is any substance in the allegations you make. The affairs of the Company are being and always have been dealt with in a regular manner, and in the best interests of its members.

With regard to the latter part of your letter, we have not stated that a formal transfer of the shares registered in the name of Dr.Harris has been executed or lodged with the Company. All we asked was whether your client had received instructions from his principal to the effect that the latter is no longer interested in the Company, and that Dr.Ortner is now the owner of the shares and to this you have not replied.

Yours faithfully,
GILBERT ROBERTSON & CO.

Messrs.Phoenix Levinson-n Walters & Shaw,
Thornton House,
Finsbury Square,
LONDON.E.C.2.

Sr. Irujo has not received instructions from his principal in sense mentioned by the lawyers of the Continental Transit.

Sr. Ortuzar, as Director of this Company, has in his care the security for the shares of Sr. Ziaurrita, which the latter signed in blank last year, so that the Company could be liquidated without the necessity of his personal presence. If Sr. Ortuzar uses this blank signature to ~~xxxxxx~~ alledge ownership of the shares or to stamp an endorsement on them, Sr. Irujo will prosecute under the criminal law. (Swindle and fraud)

Irujo
18 Oct

Phillipines

U.S.A.

Cuba.

Argentina
Chile
Venezuela
Mexico
Uruguay.
Santo Domingo.

Buenos Aires

Dr. Irulo has not received instructions from his principal in sense mentioned by the lawyers of the Continental Transit.

Dr. Orusar, as Director of this Company, has in his care the security for the shares of Dr. Ziaurriz, which Dr. Irulo signed in blank last year, so that the Company could be liquidated without the necessity of his personal presence.

(Swingle)

Dr. Irulo wishes to thank the criminal law.

Dr. Orusar has sent to attorneys to take an angoraement on them.

Dr. Irulo wishes to express his sincere thanks to Mr. Swingle (Swingle)

1-10-40

Dear Lance -

This is to introduce [illegible] Carlos [illegible] [illegible] of [illegible] [illegible] E.I.A. If you could arrange to have a [illegible] with him, I am [illegible] [illegible] of value

Yours

S.K.

E.I.A. Bob.

& [illegible]

[illegible]

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES)

ENCL. ENCLOSURE Nº397

Thornton House,
Finsbury Square,
London, E.C.2.

318

YOUR REF.
OUR REF. DBL/BH.

18th October 1940.
Friday.

Dear Sir,

Continental Transit Co.Ltd.,

As arranged we enclose a copy of the letter we today wrote to Messrs.Gilbert Robertson & Co.,

Yours faithfully,

C.A.Wills Esq.,
7/8,Hobart Place,
Eaton Square,
S.W.1.

31a

DBL/BH. 18th October 1940.
Friday.

Dear Sirs,

Continental Transit Co.Ltd.,

We have now seen our Client upon your letters of the 2nd and 15th inst.

We observe that you do not deal with the points made by us in our letter of the 25th September except to dismiss them by repudiation. This of course does not do away with the gravity of the charges which are brought against your Clients and in due course these may have to be dealt with elsewhere.

Amongst the outstanding matters which you say have still to be dealt with by the Company we can see nothing which a Liquidator could not dispose of just as easily as the Company.

With regard to your letter of the 15th inst we are instructed to repudiate the suggestion that Mr.Ortuzar is now the owner of the Shares registered in the name of Mr. Ziaurriz. These Shares have not been transferred to Mr. Ortuzar and our Client will if forced take the necessary proceedings to establish his title.

In the meantime we would suggest that you send to us or to a Bank in London the alleged transfer of the Shares for inspection by us and our Client.

We shall be glad to hear from you.

Yours faithfully,

Messrs.Gilbert Robertson & Co.,
33, West Bute Street,
Cardiff.

ENCLOSURE
N° 397

EEL/MD. 18th October 1940.
Friday.

Dear Sirs,

Continental Transit Co.Ltd.,

We have now seen our client upon your letters of the 2nd and 15th inst.

We observe that you do not deal with the points made by us in our letter of the 25th September except to dismiss them by repudiation. This of course does not do away with the gravity of the charges which are brought against your Clients and in due course these may have to be dealt with elsewhere.

Amongst the outstanding matters which you say have still to be dealt with by the Company we can see nothing which a Liquidator could not dispose of just as easily as the Company.

With regard to your letter of the 15th inst we are instructed to repudiate the suggestion that Mr.Ortmann is now the owner of the Shares registered in the name of Mr. Zinovyie. These Shares have not been transferred to Mr. Ortmann and our Client will if forced take the necessary proceedings to establish his title.

In the meantime we would suggest that you send to us or to a Bank in London the alleged transfer of the Shares for inspection by us and our Client.

We shall be glad to hear from you.

Yours faithfully,

Messrs.Gilbert Robertson & Co.,
32, West Bute Street,
Cardiff.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE,
TEL. 5534 (4 LINES)

ENCLOSURE
Nº 598

Thornton House,
Finsbury Square, 320
London, E.C.2.

YOUR REF.
OUR REF. DBL/BH.

16th October 1940.
Wednesday.

Dear Sir,

Continental Transit Co.Ltd.,

We enclose copy of a letter we have today received from Messrs.Gilbert Robertson & Co., the contents of which are somewhat extraordinary.

We shall be glad if you will kindly consider same and let us hear from you thereon.

Yours faithfully,

C.H.A.Wills Esq.,
7/8,Hobart Place,
Eaton Square,
S.W.1.

321

GILBERT ROBERTSON & CO.

33, West Bute Street,
Cardiff Docks.

15th October 1940.

Dear Sirs,

CONTINENTAL TRANSIT CO.LTD.,

We are instructed by our Clients, the above named Company, to enquire whether Mr.Manuel de Irujo has received instructions from his Principal to the effect that the latter is no longer interested in the Company and that Mr.Ortuzar is now the owner of the shares registered in the name of Dr. Zianrriz, if so our clients would be glad if Mr.Irujo would write them to that effect.

Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs.Phoenix Levinson & Walters,
Thornton House,
Finsbury Square,
London,E.C.2.

ENCLOSURE
Nº 598

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE,
TEL. 5534 (4 LINES)

ENCLOSURE
Nº 37

Thornton House,
Finsbury Square,
London, E.C.2.

322

YOUR REF.
OUR REF. MR/EJA.

4th. October, 1940.
Friday.

Dear Sir,

re:- Continental Transit Co.Ltd.,

We enclose copy of a letter we have today received from:-

Messrs.Gilbert Robertson, & Co.
of Cardiff.

from which you will see the position.

Mr.Levinson is out of Town for a few days, but we shall be pleased to make an appointment upon your telephoning.

Yours faithfully,
Phoenix Levinson & Co

C.H.A.Wills Esq.,
7/8, Hobart Place,
Eaton Square,
London.S.W.1.

ENCLOSURE
Nº 37

GILBERT ROBERTSON & CO.

33 West Bute Street,
Cardiff Docks.

2nd. October 1940.

Dear Sirs,

re. CONTINENTAL TRANSIT CO.LTD.

With reference to your letter of the 25th.ultimo we adhere to the statements made in our letter to you of the 16th.September, and in so far as you misconstrue same and make allegations contrary thereto or inconsistent therewith, the statements made by you are repudiated.

The outstanding matterd inaddition to the question with regard to the £8,000 standing to the credit of the Company in the Government Tonnage Replacement Account, include questions of taxation, the settlement of calls for which the Company is liable to the Protection and Indemnity Association in which it was entered, outstanding average questions and the settlement of a question regarding surplus stores with the Ministry of Shipping.

With regard to the last paragraph of your letter, if you have clients likely to be acceptable to the Ministry who can make an offer for the credit of £8,000 such offer will be considered by the Board of the Company with any other offers received by them.

Yours faithfully,

Gilbert Robertson & Co.

Messrs.Phoenix Levinson Walters & Shane,
Thornton House,
Finsbury Square,
LONDON, E.C.2.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE,
TEL. 5534 (4 LINES)

ENCL.

324

Thornton House,
Finsbury Square,
London, E.C.2.

YOUR REF.

OUR REF. DBL/BH.

25th September 1940.
Wednesday.

Dear Sir,

Re: Continental Transit
Co.Ltd.,

As arranged we enclose copy of our letter to Gilbert Robertson & Co. and which we despatched today.

Yours faithfully,

C.H.A.Wills Esq.,
7/8,Hobard Place,
Eaton Square,
S.W.1.

Copy

325

DBL/BH. 25th September 1940.
Wednesday.

Dear Sirs,

Re: Continental Transit
Co.Limited.

We received your letter of the 16th inst, on the 21st inst, and we have seen our Client upon it.

He instructs us that our letter of the 9th inst correctly sets out what took place at the 2 Meetings to which we referred. In spite of what you say the fact is that your Clients did purport to hold an Extraordinary General Meeting, immediately following the Annual General Meeting at which they purported to pass a Resolution to reduce the Capital of the Company; and it was decided to defer the Liquidation of the Company until the remaining Ship in the Companys hands be disposed of.

Our Client is therefore amazed at your present attempt to repudiate the Resolutions that were passed, and to seek to convert them into mere informal discussions.

We,of course, are not satisfied with the Minutes as drawn, because your Clients have obviously lumped the Resolutions of both Meetings into one set of Minutes.

We are however, concerned to establish that the one definite thing that was decided upon was to proceed to a reduction of the Capital.

Our Client strongly resents the suggestion that the Secretary may not have correctly epitomised the effect of the discussions because same were in Spanish.

We are instructed that each subject was discussed in Spanish and a Resolution reached, which was then translated either by Mr.Ortuzar or by Mr.Morgan for the benefit of the Company's Accountant and Secretary.

There was therefore, no room for any doubt in the minds of the parties present that they had all resolved that the Capital of the Company should be reduced and on the disposal of the S/S Emerald Wings, the Company should be wound up. It was in fact, subsequently arranged between Mr.Ortuzar and Mr.Orujo that the Capital now to be returned to Shareholders should be £20,000.

Our Client is not prepared to accept from you the probable version of what took place, and which you seek to set out in a Minute of your own composition, and which you say is "probably" a better record of what took place.

We consider it a novel proposition that you as Solicitors who were not present at the Meeting and who apparently have not received instructions as to what took place, should suggest what "probably" took place several months after the event; and in the face of the actual written record as appearing in the Minutes.

We note however, that you admit that the payments made to the Members represented in fact a return of Capital, and we are surprised to note too, that you admit that your Clients have wrongly and with full knowledge of the facts treated such payments as loans in the Accounts.

Our Client regarded the payment to him as a repayment of Capital, which of course it was. He did not know that an Application to the Court was necessary to reduce the Capital of a Company, as he is not conversant with English Law.

In view of the fact therefore that your Clients firstly seek to repudiate their own Minutes, and secondly knowingly repaid Capital, but gave such repayments an incorrect name

in the books, our Client is not prepared to accept any of the other Statements made by them.

With regard to the £8000 lying in the Tonnage Replacement Account, notwithstanding what you say we have ascertained that same can be handled easily by a Liquidator and no objection would be rasied to its Assignment by the Ministry to an approved person.

We do not agree that there would be the slightest danger of losing this Credit if the Company went into Liquidation because such a suggestion implies that the Ministry might confiscate the Credit and in our opinion such an implication is unwarrantable.

You say that there are other outstanding matters which it is advisable to close before liquidation. We are instructed to inquire what these matters are as our Client was given to understand by the Directors that the Credit was the only outstanding matter.

We note what you say as to the negotiations which the Directors have undertaken with the Ministry for the disposal of the Credit. We cannot see why your Clients should experience any difficulty in ascertaining the views of the Ministry. If your Clients are serious in this matter an interview with the Officials at the Ministry would give them all the information they require.

We note that you do not agree that the substratum of the Company has gone. You are aware that this Company was formed for a specific purpose, although the Memorandum of Association does not in fact specify that purpose. Your Clients are aware that the ships having been sold, it was never intended that this Company should acquire further tonnage, and both you and your Clients are perfectly aware that it could never be found advisable in the interests of the Members in present circumstances to use the Company's Capital to purchase further ships.

In point of fact you are aware the Company has already returned upwards of £50,000 of its Capital to the Members. It is ridiculous therefore to suggest that the Company might buy further ships.

It is obvious that this Company should be liquidated. Your Clients cannot advance a single reason for keeping it alive and we suggest therefore that this be done, which would be in accordance with the Members Resolution. If however, your Clients have a good and sufficient reason for retaining the Company, then they must revert to the alternative in their Resolution viz., to reduce the Capital.

We do not know why you have seen fit to raise any question regarding the Power of Attorney. You are aware that it has been produced to your Clients and they have accepted it and that your Clients have paid a considerable sum of money to our Client upon the faith of it.

You will observe therefore that the difference between our respective Clients is that our Client requires the Company to be liquidated and as you have admitted your Clients too, are anxious to liquidate the Company, but for some reason they do not take the necessary steps.

We therefore again repeat that this difference can be amicably settled, because by liquidating the Company the wishes of both parties would be met.

We suggest therefore, that your Clients take immediate steps to this end and we shall be glad to hear from you accordingly.

We shall be glad to have a reply to the penultimate paragraph of our letter of the 9th inst, wherein we asked you to let us know at what price your Clients would be prepared to Assign the Credit of £8000 to a person acceptable to the Ministry.

Yours faithfully,

Messrs.Gilbert Robertson & Co.,
33, West Bute Street Docks,
Cardiff.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE,
TEL. 5534 (4 LINES)

ENCL. ENCLOSURE Nº 475

329

Thornton House,
Finsbury Square,
London, E.C.2.

YOUR REF.

OUR REF. DBL/BH.

20th September 1940.
Friday.

Dear Sir,

Continental Transit Co.Ltd.,

As arranged at our interview yesterday we enclose draft of a letter we propose to send to Messrs.Gilbert Robertson & Co. in reply to their letter.

In order that you may follow our draft letter we enclose a copy of Messrs.Gilbert Robertson's letter.

We think it advisable to place on record our views on the present position.

As you are aware Mr.Irujo draws his authority from the Power of Attorney granted him by Dr.Ziuriz. It therefore depends upon the validity of this document as to how far Mr.Irujo can go.

In our view the Power of Attorney is deficient in several respects.

Firstly as we have already advised, its terms are specific,and the authority of the Attorney is limited by the powers which are contained in the document. We are of the opinion that Mr.Irujo could not for example, file a Petition calling for the Compulsory Liquidation of the Company. We are of the opinion too, that Mr.Irujo could not take any proceedings as there is nothing in the Power which gives the slightest authority for the commencement of any action at law.

AL

Secondly the Power does not contain a non-revocation clause. By the Law of Property Act 1925 where a Power contains a clause stating it to be irrevocable for a period not exceeding one year, any person dealing with the Attorney is safe even though he has notice that the Power has in fact been revoked. It may be that a person dealing with Mr.Irujo would feel unsafe unless he had proof that the Power was still in force but we are of the opinion that there is no duty cast upon such a person to call for such proof if in fact he has no notice of any circumstance which would amount to a revocation of the Power, such as the death, bankruptcy or insanity of or express revocation by the donor of the Power.

It follows from this that Messrs.Gilbert Robertson & Co. need not call for proof that the Power is still valid, unless they know of something which amounts to a revocation.

With regard to action against the Company, we are of the opinion that the fact that the substratum of the Company is gone and of the admission which we now have from Messrs.Gilbert Robertson & Co. that the Company has in fact distributed upwards of £50,000 of the Capital to the Members, would justify the presentation of a Petition for the Compulsory Liquidation of the Company.

Before we would advise proceedings however, we would like to have either a fresh Power of Attorney or a Confirmation of the present Power with an added authority to take proceedings for the liquidation of the Company or otherwise.

We trust we have made the position clear and we shall be glad to hear from you accordingly.

Yours faithfully,

C.H.A.Wills Esq.,
7/8,Hobart Place,
Eaton Square,
London,S.W.1.

P.S. We also enclose a copy of our letter of the 9th inst to Messrs Robertson & Co

DRAFT.

331

Dear Sirs,

Continental Transit Co.Ltd.,

We are in receipt of yours of the 16th inst. upon which we have seen our Client and he is amazed at the suggestion that the Minutes, copy of which you supplied us, do not represent the formal resolutions which were passed at the 2 Meetings held on the 7th May last.

We would refer you to your letter of the 30th August in which you enclosed a copy of the Minutes and in which you say as follows:-

> "As however your Client was present at a Meeting of the Company held on the 7th May last, we see no objection to the Company supplying you with a copy of the Minutes of that Meeting and we enclose same accordingly."

It would appear from your letter of the 16th inst. that your Clients now seek to repudiate the Resolutions as Resolutions of the Company and to regard them merely as informal discussions. Furthermore in the first paragraph of your letter you state that the Annual Meeting was duly convened so that the Meeting was, according to your statement, a regular and properly convened Meeting.

If this is so then your suggestion that the Minutes do not represent business properly transacted at that Meeting is entirely inconsistent and our Client repudiates it. Furthermore our Client strongly resents the suggestion that the Secretary "may" not have correctly epitomised the effect of the discussions because same were in Spanish, and our Client regards this as a further attempt to destroy the decisions come to at the Meeting, and which are properly set out in the Minutes.

Not known

Our Client is not prepared to accept from you the version of what took place, and which you seek to set out in a Minute of your own composition and which you say is "probably" a better record of what took place.

We consider it a novel proposition that you as Solicitors should seek to suggest what "probably" took place several months after the event, and in the face of the actual written record as appearing in the Minutes.

We observe that you admit that the payments made to the Members represented in fact, return of capital, and we are surprised to note that you also admit that your Clients have wrongly and with knowledge of the facts, treated them as loans in the Accounts.

Our Client was not aware that your Clients intended to adopt a description of the payments which is contrary to the facts. He regarded the payment to him as a repayment of Capital, which of course it was. He did not know that an Application to the Court was necessary to reduce the Capital of a Company as he is not conversant with English Law.

In view of the fact therefore that your Clients firstly seek to repudiate their own Minutes and to convert them into something other than what they are, and also knowingly repaid Capital but gave such repayments an incorrect name in the books, we are not prepared to accept any of the other statements made by them.

In view of the fact that at the Meeting of the 7th May last, it was definitely decided to liquidate the Company we cannot see how it was possible for the Directors to give you instructions to take steps to reduce the Capital of the Company.

You appear to have done all the preliminary work and we presume that your costs for this will have to be paid, notwithstanding that the Company according to your own showing in your letter of the 30th August, and which is supported by the Minutes, it was decided not to proceed to reduce the Capital but to wind up the Company.

Our Client is of the opinion that in the face of this you could not have been instructed to proceed to reduce the Capital; and he cannot in these circumstances understand how you came to draft the documents you refer to, and actually send them to Counsel to be settled.

With regard to the £8000 lying in the Tonnage Replacement Account, notwithstanding what you say we have ascertained that same can be handled easily by a Liquidator and no objection would be raised to its Assignment by the Ministry to an approved person.

We do not agree that there would be the slightest danger of losing this Credit if the Company went into liquidation because such a suggestion implies that the Ministry might confiscate the Credit and in our opinion such an implication is unwarrantable.

You say that there are other outstanding matters which it is advisable to close before liquidation. We are instructed to inquire what these matters are as our Client was given to understand by the Directors that the Credit was the only outstanding matter.

We note what you say as to the negotiations which the Directors have undertaken with the Ministry for the disposal of the Credit. We cannot see why your Clients should experience any difficulty in ascertaining the views of the Ministry. If your Clients are serious in this matter an interview with the Officials at the Ministry would give them all the information they require.

We note that you do not agree that the substratum of the Company has gone. You are aware that this Company was formed for a specific purpose, although the Memorandum of Association does not in fact specify that purpose. Your Clients are aware that the ships having been sold, it was never intended that this Company should acquire further tonnage, and both you and your Clients are perfectly aware that it could never be found advisable in the interests of the Members in present circumstances to use the Company's Capital to purchase further ships.

In point of fact you are aware the Company has already returned upwards of £50,000 of its Capital to the Members. It is ridiculous therefore to suggest that the Company might buy further ships.

It is obvious that this Company should be liquidated. Your Clients cannot advance a single reason for keeping it alive and we suggest therefore that this be done,which would be in accordance with the Members resolution.

We do not know why you have seen fit to raise any question regarding the Power of Attorney. You are aware that it has been produced to your Clients and they have accepted it and that your Clients have paid a considerable sum of money to our Client upon the faith of it.

You will observe therefore that the difference between our respective Clients is that our Client requires the Company to be liquidated and as you have admitted your Clients too are anxious to liquidate the Company, but for some reason they do not take the necessary steps.

We therefore again repeat that this difference can be amicably settled, because by liquidating the Company the wishes of both parties would be met.

We suggest therefore, that your Clients take immediate steps to this end and we shall be glad to hear from you accordingly.

Yours faithfully,

Messrs.Gilbert Robertson & Co.,
33, West Bute Street,
Cardiff.

Wd Nationalisk
O. said that if the Co. were not liquidated ~~this year~~ soon, or extra £2000 must be paid in taxes.

GILBERT ROBERTSON & CO.
Solicitors and
Notaries Public
Commissioners for Oaths.

33, West Bute Street,
Cardiff Docks.

16th.September 1940.

332

Dear Sirs,

CONTINENTAL TRANSIT COMPANY LTD.

With further reference to yours of the 9th instant, we are instructed that Notice of the Annual General Meeting held on the 7th May last was duly given and your Client attended pursuant to such Notice.

The Minutes of the discussion which took place at the Annual General Meeting with regard to reduction of capital and liquidation did not purport to be formal resolutions as these were matters which clearly could not be dealt with without 21 clear days notice unless all the members agreed to accept shorter notice.

The discussions at the Annual General Meeting were merely preparatory to the convening of such further Meeting or Meetings as were necessary to achieve the objects in view. These discussions we understand took place in Spanish and the Secretary may not have correctly epitomised the effect thereof in the Minutes which however will be read at the next Meeting when any necessary corrections can be made.

We agree that at the date of the Annual Meeting (7th May 1940) the "EMERALD WINGS" had not been taken over by the Ministry of Shipping and subject to confirmation when we obtain further information we think that the following would probably be a better record of what took place.

> "The question of the future of the Continental Transit Company "Limited was discussed and suggestions were made to reduce the "capital of the Company and/or to put the Company into liquid-"ation. It was unanimously decided to adopt the latter course "immediately financial settlement had been made with the "Ministry of Shipping re the sale to them of s.s."TRANSEAS" "and immediately the s.s."EMERALD WINGS" had been disposed of"

Subject to the above, Minutes are a correct record of the Proceedings at the Meeting.

With regard to the payments made to the members on account of sums which may ultimately become due to them on a reduction of capital or winding up Dr.Ziauriz and the other members were fully aware that same would have to be treated as loans until the Company was in a position to return capital and we are surprised to hear that Mr. Irujo was not aware that the consent of the Court was necessary to a reduction of capital.

We may say that after the Meeting of the 7th May last we were instructed to take steps to reduce the capital of the Company. We drafted the necessary resolution also agreement to accept short notice of Meeting, Petition and Affidavit in support. These were sent to Counsel to settle and after the Resolution and Agreement had been settled they were sent by us to the Company, the settlement of the petition and Affidavit being deferred until after the Resolution had been passed.

The "EMERALD WINGS" having been taken over by the Ministry of Shipping onthe 21st May we were instructed to hold up the proceedings for reduction of capital as both vessels having been disposed of it was intended to liquidate the Company. It was obviously useless to incur the expense of an application to the Court for approval of a reduction of capital when a liquidation in the near future was in contemplation.

Payment for the "EMERALD WINGS" was made on the 15th July 1940 less the £8,000 placed to the credit of the Company in the Government Tonnage Replacement Account and the position with regard to this £8,000 makes it inadvisable to call a Meeting to wind up the Company for the time being.

Wenote you are of the opinion that this credit could be sold and could be handled by the Liquidator as easily as by the Company and we can only say that our opinion and that of the Directors of the Company does not co-incide with yours. The debt can only be assigned to a person approved by the Minister on such conditions as the Minister may determine and until an approved purchaser can be obtained and the conditions of granting consent to assign are

ascertained, it will be most inadvisable for the Company by going into liquidation to place itself in a position which will prevent performance by the Company of the terms with regard to the replacement of tonnage which are a condition precedent to recovery of the £8,000.

There are other outstanding matters which although they could probably be dealt with by a Liquidator it would be inadvisable to close before the Company passes a Resolution for voluntary winding up.

The Directors are in negotiation for the disposal of the £8,000 and are in communication with the Ministry with a view to ascertaining the conditions which will be imposed before consent to assign is granted and Mr.D.P.Barnett is endeavouring to arrange an appointment to discuss the matter personally with the Ministry at an early date no reply having been received to letters written to the Ministry on the subject. It may be that the Ministry will not permit the credit to be disposed of at a discount and we should be glad to know whether the client you have in view would take over the debt at £8,000 and indemnify the Company against the obligations of the Government Tonnage Replacement Account Agreement 1940 which governs the position.

Why Barnett. why has been ill. O. does not bother.

We do not agree that the substratum of the Company has gone. The Company can use its capital monies in the acquisition of further tonnage and it may be found advisable in the interests of the Members to do so in order amongst other things to save the £8,000above referred to.

We note that your clients do not wish to take any steps to have the actions of the Directors investigated and are of the opinions that the differences between our respective clients can be amicably arranged.

Your client can take such steps as he may be advised, the Directors have acted throughout in the interests of the Company and its members and have not taken any course which would give ground for any proceedings against them. There is also, so far as we can see, no difference between the Company and its Directors and Dr.Ziauriz or your client which requires to be amicably arranged. The affairs of the Company

have been and are being dealt with in a regular and normal way and your Client has no cause for complaint.

With regard to the Power of Attorney held by your Client, this is not made irrevocable for any particular time and evidence satisfactory to the Company that same is duly stamped and is still subsisting and has not been revoked by Dr. Ziauriz should be submitted.

Yours faithfully,

Gilbert Robertson & Co.

Messrs.Phoenix Levinson,Walters & Shane,
Thornton House,
Finsbury Square,
London, E.C.2.

P/S. Since writing we have received yours of the 13th.inst., but the statement made therein does not alter our opinion in the matter, and we do not think that same will alter the views of the Directors as to the course to be adopted.

wills

333

12th September, 1940.

PRIVATE AND CONFIDENTIAL

For the attention of Mr. Levinson,
Messrs. Phoenix, Levinson, Walters and Shane,
Thornton House,
Finsbury Square,
E.C.2.

Dear Sirs,

Further to my telephone conversation of yesterday with Mr. Levinson, I attach notes of my interview with Mr. L. G. Child at the Ministry of Shipping, and also a copy which he handed me of the Agreement between the Ministry of Shipping and Certain War Risks Associations and Others, dated 6th May, 1940.

It has occurred to me that there may be some connection between the date of this Agreement, and that of the Annual General Meeting of the Company held on 7th May last. I am unable to offer any suggestions in this connection, but draw your attention to the matter in case any particular significance should occur to you.

Mr. Child spoke to me unofficially yesterday, and emphasised that he had to conduct all official business with the Company direct. You will note however, that he did tell me that the Ministry would have no objection to the appointment of a liquidator (see final paragraph on page 3 of the attached notes), and I would suggest that you may think it desirable for you to address a further letter to the Company stating that we have been in direct communcation with the Ministry, who have so informed us on this point. In this connection it would be better not to mention Mr. Child's name.

The fact that, while the Ministry control this credit, they have no objection to it being dealt with by a liquidator, completely disposes of one of the main points raised by Mr. Hooper.

Yours faithfully,

ENCLOSURE
Nº 475

PHOENIX LEVINSON WALTERS & SHANE

334

Thornton House,
27/8 Finsbury Square,
E.C.2.

9th. September 1940.
Monday

Dear Sirs,

Continental Transit Co.Ltd.

The correspondence that has passed between you and our Cardiff office has been referred to us and we have seen Mr.Irujo who holds the Power of Attorney of Dr.Ziauriz and who attended the General Meeting of the above Company held on the 7th May last.

We have seen the sopy of the Minutes of that meeting and we have perused the correspondence that passed between our client and your clients both before and after the meeting. Mr.Irujo had not seen these Minutes before you sent us a copy and he instructs us that the copy Minutes you furnished does not correctly set out the business that was in fact transacted.

In the first place there appears to have been no valid notice convening the Meeting. Secondly it was clearly decided that the capital of the Company be reduced. At that time one of the Ships had not been sold and it was decided to defer the question of liquidating the Company until the Ship had been sold and in the meantime to take steps to reduce the capital. Upon this decision to reduce the capital a sum of £7,000 was in fact advanced to our client without interest and prior to this other sums had been advanced to the shareholders in anticipation of the proposed reduction of capital. This was one of the subjects discussed at the Meeting and it was in fact agreed quite wrongly that an Extraordinary General Meeting should be held immediately after the General Meeting. The persons present actually purported to hold such a Meeting and at this second meeting the discussions took place as to the proposed reduction of capital and eventual liquidation. Apparently your clients have chosen to lump the Minutes of both meetings into one and in short the whole matter would appear to be completely irregular.

Furthermore the decision eventually to liquidate the Company was not made dependant upon any arrangements with the Ministry ofShipping. At the date of the meeting it was not known that the Ministry would buy the ship, and in fact there was an independent offer in the hands of the Company. The decision come to was that the Company would be wound up as soon as the last ship was sold. The Minutes are clearly incorrect in this particular. Furthermore you will agree that the Minutes refer to business which was not competent to be transacted at the Annual General Meeting.

We do not wish however at the moment to deal further with these irregularities. We are most concerned with the fact that your clients having decided to reduce the capital of the Company proceeded to divide the money at their disposal among the shareholders under the guise of "loans" to shareholders. In this way the Company has distributed some £50,000.

Our clients received the money in good faith and considered that they were getting back a portion of their capital. They were not aware that the consent of the Court was necessary to a reduction of capital and they assumed that your clients directors were proceeding in the ordinary way to distribute the surplus capital of the Company.

Our clients do not wish to take any steps to have the actions of the Directors investigated. They consider that the Company has fulfilled its purpose and no longer has any business. It should therefore be would up as its substratum has gone and the capital should be returned to the Members.

We observe that your clients too are anxious that the Company be would up, but that the obstacle to this is the credit of £8,000 held in the Tonnage Replacement account by the Ministry of Shipping.

We are of the opinion that this credit could be sold and could be handled by a Liquidator as easily as by the Company but in any case if you will be good enough to let us know at what price your clients would be prepared to assign this credit we think we have a client who would be prepared to take over the credit and who would be acceptable to the Ministry.

We are of the opinion that the differences between our respective clients can be amicably arranged as they both apparently agree that liquidation is the proper course and we trust in these circumstances that your clients will at once agree that the Company be wound up. In this event the Directors should proceed forthwith to make and file a Declaration of Solvency.

Yours faithfully,

Messrs.Gilbert Robertson & Coy,
Solicitors,
33 West Bute Street Docks,
Cardiff.

TELEPHONE: NATIONAL 8461 (4 LINES)
PRIVATE BRANCH EXCHANGE.

PHOENIX, LEVINSON, WALTERS & SHANE
(INCORPORATING LEWIS SHANE & CO.)
SOLICITORS,
COMMISSIONERS FOR OATHS.

J. T. PHOENIX.
D. B. LEVINSON, B.A.
J. L. WALTERS.
A. L. SHANE.

CARDIFF: 8/9, DUMFRIES PLACE.
TEL. 5534 (4 LINES)

ENCL.

Thornton House,
Finsbury Square,
London, E.C.2.

335

YOUR REF.
OUR REF. DBL/IS

9th September, 1940.
Monday.

Dear Sir,

Re: Continental Transit
Co.Ltd.

Referring to our interview with you of this afternoon we now propose to place on record our views on the various points discussed.

In the first place we are of the opinion that the Power of Attorney granted to Mr. Irujo must be construed to mean that he is granted power to do only those things specifically set out in the document. A Power of Attorney is a document to be construed strictly and any functions to be performed by the Attorney must be specifically set out. General words can only be construed as referring to the specific powers and they do not confer upon the Attorney general powers outside the particular acts which he is authorised to perform.

In the present case the document is exceedingly specific in its terms. The Grantor appears to have gone out of his way to set out in considerable detail the functions to be performed by his Attorney. He names the meeting at which the Attorney is to represent him and he specifies the business upon which the Attorney is to vote. He certainly says at the end of the document that he is to do generally "what is necessary", but under the rules of construction of a Power of Attorney "what is necessary" can only mean such acts as are necessary to carry out the various voting powers given him in the body of the Deed.

It follows, therefore, that there is no power in the document to enable Mr. Irujo to appoint you to be his Proxy. Before an Attorney can appoint a Proxy to whom he

Continued. 9th September, 1940.
Monday.

may delegate his powers, he must hold a specific Power of Attorney to do so in accordance withthe provisions of Article 59 of Table "A" which is embodied in the Articles of Association of the Company and this Mr. Irujo has not got.

Mr. Irujo as Attorney represents a Shareholding of 50,000 Shares in a total issued capital of 80,000 in this Company. This gives him a simple majority; it does not confer upon him power to force a liquidation. The reason for this is that a Company is liquidated either in a Creditors Liquidation by an Extraordinary Resolution of the Shareholders or in a Members Liquidation by a Special Resolution of the Members. In both cases the majority required to pass the Resolution is 75%. Mr. Irujo would therefore have to control 60,000 Shares in this Company to enable him to carry the necessary Resolution to liquidate the Company whether in a Members or a Creditors liquidation.

In the present case the form of Liquidation to be adopted would obviously be a Members Liquidation as there are ample funds to pay all Creditors. A condition precedent to a Members Liquidation is the making and filing of a Declaration of Solvency. This as you no doubt know must be made by a Majority of Directors.

We gather however that the Directors are not favourable to an immediate Liquidation, whereas your people desire to wind up the Company. Messrs. Gilbert Robertson & Co. have asserted that the main reason why they do not favour a Liquidation is that it might be difficult to deal with the credit of £8000 now standing in the Government Tonnage Replacement Account and they say that this credit could not easily be sold. In order to meet this obligation it seems to us that you ought to consider the advisability of making an offer to the Company to take over this credit, thereby removing the ostensible bar to a Liquidation. Failing this we are afraid that you have no power to force a Liquidation merely through the holding of a simple majority of shares, and in these circumstances the only point to be considered is whether the minority Shareholders by virtue of their Directorships are perpetrating a fraud on the majority Shareholders by keeping alive a Company whose business has disappeared.

It is clear law that where it can be proved that Directors make use of their power to oppress or defraud Shareholders the Court will interfere. It must in such an action be clearly shown that there is fraud or oppression because the Court will not otherwise interfere in the internal management of a Company.

We would add that a Shareholder has the right to apply to the Court for the liquidation of a Company whose substratum has disappeared. In the present case the Company has parted with its Ships and it possesses only cash and a credit of £8000 with the Ministry of Shipping. It appears to us in these circumstances that the substratum of this Company has gone, and that you would be entitled to call for a compulsory Liquidation.

We will discuss these matters further with you when we see you with Mr. Irujo and we will then perhaps consider the position further.

Yours faithfully,

C. H. A. Wills, Esq.,
156, Gloucester Place,
N.W.1.

33, West Bute Street,
Cardiff Docks.

VR/H.

31st August, 1940.

Dear Sirs,

Continental Transit Co., Ltd.,

Referring to the Writer's conversation with Mr Walters on the telephone this morning, we should be glad if you would ring us up when he returns to the Office on Monday.

Yours faithfully,
GILBERT ROBERTSON & CO.,

Messrs Phoenix Levinson & Walters,
Dumfries Place,
CARDIFF.

JLW/RW.

338

30th August 1940.
Friday.

Dear Sir,

We have been consulted by Mr. Manuel de Irujo with reference to the shares held by Dr. Ziaurriz in Continental Transit Co. Ltd.

The holding comprises 50,000 fully paid £1. shares and our Client has been duly appointed the Attorney of Dr. Ziaurriz under a legal power of attorney which has been exhibited to the Company and which the Company have accepted as being in order, and under the document, the Company has already made a substantial payment to our Client.

We understand that for some reason or another, Dr. Ziaurriz's Share Certificate is in your possession and if that be so, we must ask you to be good enough to let us have it by 10 a.m. on Monday morning, failing which our instructions are to take proceedings for its recovery.

Yours faithfully,

PHOENIX LEVINSON & WALTERS.

Luis de Ortuzar Esq.,
The Ilfracombe Hotel,
Ilfracombe.
Som.

To Messrs. Phoenix Levinson & Walters,
Solicitors,
Cardiff.

re Continental Transit Company Limited.

I HEREBY APPOINT you to be my Solicitors in connection with the shareholding in the above Company of Dr. Ziaurriz and to take all such steps and proceedings on his and my behalf as you may think fit, subject to course of my approval.

DATED this 29th day of August, 1940.

.....

To Eric Foden Esq.,
Accountant,
Cardiff.

re Continental Transit Company Limited.

I HEREBY APPOINT you to be the Accountant of Myself and Dr. Ziaurriz in connection with the affairs of the above Company and to investigate the accounts of the Company and it is my wish that you be appointed Liquidator in the event of the Company being wound up.

DATED this 29th day of August, 1940.

.....

341

33, West Bute Street,
Cardiff Docks.

VR/H.

30th August, 1940.

Dear Sirs,

Your letter of the 29th inst. addressed to the Continental Transit Co. Ltd. has been handed to us by the Secretary of the Company, but we are unable to deal with all the matters referred to by you, until we receive further instructions from the Board.

In the meantime, we may, however, state that while we advised the Company that the Power of Attorney in favour of Mr Manuel de Irujo was sufficient to enable the Attorney to act on behalf of Dr.Ziaurriz in connection with certain matters relating to a proposed reduction of the Company's capital, we understand that events may have transpired subsequently, which may amount to a revocation of the Power of Attorney. As, however, your client was present at a Meeting of the Company held on the 7th May last, we see no objection to the Company supplying you with a copy of the Minutes of that Meeting, and we enclose same accordingly.

Define

At the above mentioned Meeting it was decided to place the Company into liquidation instead of proceeding for a Reduction of Capital, and while the Directors and members of the Company are anxious for this course to be adopted, there is at least one outstanding matter which makes it inadvisable, in the interests of the Company, for a Meeting of the members to be convened to pass a Resolution for voluntary winding up at the present time.

You are incorrect in stating that the money standing to the credit of the Company in the Government tonnage replacement Account, which incidentally amounts to £8,000 can be sold without difficulty. The money in question can only be assigned with the consent of the Ministry of Shipping, and even if such consent can be obtained, it is no easy matter to find any-one who would purchase the debt having regard to the onerous conditions with regard to replacement of tonnage, which would have to be taken over by the buyer. Our clients are in communication with the Ministry of Shipping in the matter, and it will take some time before an arrangement can be made for the assignment of the money even if such an arrangement can eventually be come to.

Why?

If the Company were to take steps to go into liquidation at the present time, it would run considerable risk of losing the £8,000, and it may even be found necessary not to proceed with the liquidation, but to revert to the original idea of applying to the Court for a reduction of capital, in order that capital money may be returned to the members, or to adopt

some other course, in the interest of the members.

What?

With regard to the Share Certificate to which you refer, we understand that this was handed to Dr.Ziarriz when same was issued, but that it was not the practise of the Company to take counter-foil receipts for the Certificates.

Date, place and how? Does he mean that no acknowledgement was ever received?

You are incorrect in stating that Mr Ortuzer is now in Cardiff, we understand, as a matter of fact, that he is at present in Devonshire, and being an Alien, his movements are restricted. In addition to this, Mr Barnett, another Director of the Company is at present unwell, and unable to attend to business.

Police state he had permission to come last week.

We have been acting for the Company for some time past, and we know that all matters connected with the Company are being dealt with in the best interests of the members, and that there is no justification for the attitude adopted by Mr Irujo and by Mr C.H.A.Wills who has been in correspondence with our clients, as his representative.

Why not Monday?

The Secretary of the Company also informs us that a letter has been received, apparently from you, addressed to Mr Ortuzar which he is re-addressing, but that it is not likely that same will be delivered until the early part of next week.

Yours faithfully,

GILBERT ROBERTSON & CO.,

Messrs Phoenix Levinson & Walters,
Dumfries Place,
CARDIFF.

ENCL.

P.S. The writer endeavoured to speak to Mr Walters on the telephone today but he was not available.

G.R.&CO.,

MINUTES OF THE SECOND ANNUAL GENERAL MEETING OF THE SHAREHOLDERS OF THE CONTINENTAL TRANSIT COMPANY LIMITED, HELD AT THE DORCHESTER HOTEL, LONDON at 3.30 p.m. TUESDAY MAY 7TH, 1940.

Present :- Mr Leuis de Ortuzar Director (in the chair).

Mr Manuel do Irujo, proxy of Mr Doroteo de Ziaurriz.

Mr C.H.Morgan. Director.

In attendance :-

Mr F.H.Bennett, Auditor.

Mr David Roberts. Secretary.

The Notice convening the meeting was approved.

The Minutes of the First Annual General Meeting, held on Tuesday, April 25th, 1939. at 12 noon, were read and confirmed.

The Auditor's report on the Accounts for the period 1st January 1939 to 31st December 1939 were read.

The Directors' report covering the period of trading January, 1st 1939 to December 31st 1939 was given by the Chairman.

The Accounts for the period ended the 31st December 1939, as presented, were approved and adopted, subject to Mr Morgan's request that the amount of the loans to each Shareholder and Director, should be shown separately in the Balance Sheet.

It was proposed by Mr C.H.Morgan and seconded by Mr Manuel de Irujo that the Directors fees for the ensuing period, should be left in abeyance, owing to the absence of Mr D.P.Barnett, through illness.

It was proposed by Mr L. de Ortuzar, and seconded by Mr C.H.Morgan that the Secretary's salary for the year 1940 should remain as at present.

It was proposed by Mr Manuel de Irujo and seconded by Mr Luis de Ortuzar, that the Auditor's fee should be £75. for the period January 1st 1939 to Devember 31st 1939.

It was proposed by Mr Manuel de Irujo and seconded by Mr Luis de Ortuzar, that the present Directors :-

Mr D. P. Barnett.

Mr C.H.Morgan.

Mr Luis de Ortuzar.

be re-elected and that the latter should be Managing Director.

It was proposed by Mr L. de Ortuzar, and seconded by Mr C.H.Morgan that Messrs F.H.Bennett & Co., Chartered Accountants, be and are hereby re-elected Auditors of the Company for the ensuing period 1940, at a fee of £75 per annum.

The question of the future of the Continental Transit Company Limited was discussed, and suggestions were made to reduce the capital of the Company, or to put the Company into liquidation. It was unaimously decided to adopt the latter course, immediately financial settlement had been made with the Ministry of Shipping re:- the sale to them of the s.s. "Transeas", and the s.s. "Emerald Wings".

The Secretary was instructed to carry out these instructions diligently.

No mention of cancellation of the S. S. Co. Contract.

PHOENIX LEVINSON & WALTERS.
Solicitors.

8/9, Dumfries Place,
CARDIFF.

29th. August 1940.
Thursday.

Dear Sirs,

We have been consulted by Mr. Manuel de Irujo with reference to the affairs of your Company.

As you are aware our Client has been appointed the Attorney of Dr. Ziaurriz who is the holder of 50,000 fully paid shares in your Company and his holding represents 5/8ths. of your Company's Capital.

Our Client has handed us your Certificate of the 14th. May last in which you confirm his principal's holding and also your letter of the 9th. July in which you state that your Solicitors were satisfied the Power of Attorney was in order.: in addition we note that on the 14th. May you paid our Client £7,000.

The Company's steamers were sold some little time ago and payment of all the monies has been received, except the post-war increased value of "S.S. Emerald Wings" which is retained by the Ministry of Shipping, but this credit can we understand be sold without difficulty.

Under these circumstances we fail to see why the liquidation of the Company should not be proceeded with immediately and the necessary meeting of the members convened for that purpose: the Liquidator will be able to deal with the outstanding credit.

In the meantime our Client quite properly has asked for certain information viz. the value of the ships handed over, the amount received and the figure offered for the outstanding credit and a copy of the Minutes of the last General Meeting and quite frankly we fail to see why this simple information should not be forthcoming immediately.

In the meantime we understand also that some question has arisen in connection with our Client's Share Certificate - we have already referred to your letter certifying that our Client is the registered holder of 50,000 shares, and we shall be glad to have particulars as to the person to whom you handed our Client's certificate, upon what date and as to whether you hold a receipt and if you have a receipt - perhaps you will kindly give us inspection We shall also be glad to know upon whose authority the Share Certificate was handed over.

Our Client wants that Certificate immediately and we shall be glad if you will make arrangements to hand it over to us by 3 p.m. tomorrow (Friday).

We understand that in response to a request for a meeting to be held today that you replied it was impossible to convene a meeting for about a week or 10 days, but as Mr. Ortuzar is now in Cardiff and so is Mr. Charles Morgan and the Secretary, we fail to understand why that meeting cannot be held.

As this matter is extremely urgent and our instructions are peremptory, we shall be glad to hear from you by first post tomorrow (Friday)

Yours faithfully,

PHOENIX LEVINSON & WALTERS.

Continental Transit Co.Ltd.,
Colum Bldgs,
Mount Stuart Square,
Docks,
CARDIFF.

Continental

343

27th January, 1941.

The Registrar of Companies,
Somerset House,
Strand, W.C.

Dear Sir,

I should be glad if you would be kind enough to forward a certificate showing the number of shares held in the Continental Transit Company Ltd. by Doroteo Ziaurriz. The registered offices of the Company are now at Colum Buildings, Mount Stuart Square, Bute Docks, Cardiff.

I enclose P.O. for 2/2½d. to cover the cost of certificate, search fee and postage.

Yours faithfully,

2d more charged

A. de Gondra
Secretary.

333987/19

344

Extract from the Annual Return of Continental Transit Company Limited, made up to the twentyfirst day of May 1940, showing the Name, Address and occupation of a certain Shareholder, together with the number of shares held by him.

Surname.	Christian Name.	Address.	Occupation.	Shares.
Ziaurriz	Dorotes de	63, Rue de Galons, Meudon, Seine st Oise, France.	Doctor.	50,000.

COMPANIES REGISTRATION OFFICE
5 FEB 1941

True extract

C. G. Chin

For Registrar of Companies.

ONE SHILLING

Continental

33 Redstone Manor
REDHILL.
Surrey.
24th February, 1941.

The Registrar of Companies,
Somerset House,
Strand, W.C.

Dear Sir,

I should be glad if you would be kind enough to forward a certificate showing the number of shares held in the Continental Transit Company Ltd. by Doroteo Ziaurriz. The registered offices of the Company are now at Colum Buildings, Mount Stuart Square, Bute Docks, Cardiff.

I enclose P.O. for 2/4½d. to cover the cost of certificate, search fee and postate.

Yours faithfully,

Manuel de Irujo.

TELEGRAPHIC ADDRESS,
"RANGERS, CENT, LONDON."
Telephone Central 4843.
(3 LINES)
RANGER, BURTON & FROST,
SOLICITORS.

WILLIAM FROST.
VINCENT W.G.RANGER.
ERNEST G.FROST.

Please reply to:
5 CHURCH STREET,
AYLESBURY, BUCKS.
Tel. No.: AYLESBURY 471.

179, Queen Victoria Street,
(Embankment,)
London, E.C.4.

15th November 1940

EGF/JC
Encl.

Dear Sir,

We are very much obliged to you for your letter of the 12th inst. with our account and cheque for £5.16.6. in settlement thereof enclosed as mentioned. We return herewith our account formally receipted with best thanks.

We are, dear Sir,
Yours faithfully,

The Secretary,
Basque Delegation,
7-8 Hobart Place,
Easton Square,
LONDON. S.W.1

Cont

12th November, 1940.

Messrs. Ranger, Burton & Frost,
179, Queen Victoria Street,
E.C.4.

Dear Sirs,

I now have the pleasure to enclose our cheque for £5.16.6. in payment of the attached account, and should be glad to have your receipt in due course.

Yours faithfully,

A. de Gondra
Secretary.

TELEGRAPHIC ADDRESS,
"RANGERS, CENT, LONDON."
Telephone Central 4843.
(3 LINES)
RANGER, BURTON & FROST,
SOLICITORS.

WILLIAM FROST.
VINCENT W.G.RANGER.
ERNEST G.FROST.

Please reply to:
5 CHURCH STREET,
AYLESBURY, BUCKS.
Tel. No.: AYLESBURY 471.

179, Queen Victoria Street,
(Embankment,)
London, E.C.4.

26th August 1940

EGF/JC

Dear Mr Wills,

They have been under an air raid warning most of this afternoon in London, but there is just time to write to you and report about the Company you mentioned to me this morning. The names of Barnett and Morgan appear pretty frequently and also a Spanish name which they have tried to spell out to me over the telephone. In all the circumstances - it is a quarter to six now - I have asked them to post the rather compendious information of the Company since it was incorporated two years ago and this our London people are doing direct.

I will rely on your intention to telephone Adam tonight to report this much and I hope that you will get the budget of information first thing in the morning. If it should be delayed, please let me know.

Yours sincerely,

E.G.Frost

C.H.A.Wills Esq.,
Park Hotel,
CARDIFF.

TELEGRAPHIC ADDRESS,
"RANGERS, CENT, LONDON."
Telephone Central 4843.
(3 LINES)
RANGER, BURTON & FROST,
SOLICITORS.

WILLIAM FROST.
VINCENT W.G.RANGER.
ERNEST G.FROST.

Please reply to:
5 CHURCH STREET,
AYLESBURY, BUCKS.
Tel. No.: AYLESBURY 471.

179, Queen Victoria Street,
(Embankment,)
London, E.C.4.

19th August 1940

EGF/JC

Dear Mr Wills,

Herewith I send you a more formal letter in relation to the Continental Transit Co. Ltd.,

Thanks to your telephone call on Saturday, I have been able to shorten my first draft letter considerably and and when writing it now in its final form I have had it in mind that you may perhaps care to let it be seen by the other people. I have therefore not in my letter gone further than to speak of 'a possible attitude of reluctance to comply with the wishes of the majority shareholder'.

For this reason, I have kept out of the other letter just one point which I should like to mention in this. When you see all the cards on the table at Cardiff, you may find that the other people have, in their personal capacities, contracts of employment under the Company which, in their capacity of directors of the Company, they have, so to speak, given themselves. If this has happened however much you may now resent it and want to characterise it as every sort of trickery and fraud, you may perhaps nevertheless, have to accept the position in this respect which will have been legally brought into existence perhaps as a direct result of the initial arrangements made for the conduct of the Company's business when it was incorporated. I am afraid one often finds, when things go wrong inside a company, as may be the case here, that rogues have to be bought off. The risk that this may be so is one of the risks that the majority shareholder had to be willing to run from the day when the Company was incorporated.

Thank you for your letter this morning. We shall be so glad to see Adam and hope it will be tomorrow and if we may, we insist that he stays at least over the weekend for the reasons I gave you.

Yours sincerely,

E.H. Burt

C.H.A.Wills Esq.,
156 Gloucester Place,
LONDON. N.W.1

TELEGRAPHIC ADDRESS,
"RANGERS, CENT, LONDON."
Telephone Central 4843.
(3 LINES)
RANGER, BURTON & FROST,
SOLICITORS.

WILLIAM FROST.
VINCENT W.G.RANGER.
ERNEST G.FROST.

Please reply to:
5 CHURCH STREET,
AYLESBURY, BUCKS.
Tel. No.: AYLESBURY 471.

179, Queen Victoria Street,
(Embankment,)
London, E.C.4.

19th August 1940

EGF/JC

Dear Mr Wills,

Continental Transit Co. Ltd.,

I have now completed a preliminary survey of the memorandum and articles of association of this Company, taken in conjunction with the provisions of the Companies Act 1929 and so much of Table 'A' scheduled thereto as is embodied in the regulations of the Company. I will try to give you an outline of the leading points which have emerged and perhaps you will be able to give additional information to enable this to be more carefully considered.

I understand that in this Company 50,000 out of 80,000 authorised and issued shares stand in the name of one shareholder and that he has given, to someone now in this country, a Power of Attorney which can safely be assumed to be fully effective.

The holder or holders in any company of five-eighths of the voting power must, in the long run, be able to see effect given to their wishes in relation to the company's business. The only qualification involved here is that a two-thirds majority is required by law for certain specified purposes such as to alter the articles of association of the company. So far as I can see, however, no such step as this will be required and we can safely take it that your five to three majority will be effective for all necessary purposes.

C.H.A.Wills Esq.,

19th August 1940

If no element of any special urgency were present, then the simplest thing to do would be to ensure that the majority shareholder attends the next Annual General meeting of the Company, either in person or by proxy, and then procures the election to the Board of his own nominees as directors. This might or might not be accompanied by the refusal to re-elect the existing directors. But to meet cases of pressing importance, the Companies Act gives power to shareholders to requisition an Extraordinary General Meeting at any time. This power may be exercised by the holders of one-tenth in value of the company's shares and the directors must comply with the requisition within twenty one days. The requisition, by the way,, must of course, state the objects of the meeting which in this case, I assume, would be to appoint A, B and C to the Board of Directors and to constitute a Committee of Investigation into the whole of the Company's affairs. The Directors, no doubt, would comply with any such requisition, for if they did not do so, then the requisitionist himself could convene the meeting and the directors would be liable personally for the expenses incurred.

A meeting of shareholders demands a quorum of two members personally present. That is to say, a proxy or attorney of absent shareholders could not be counted in to help form a quorum. Fortunately, as you were able to tell me on Saturday, there are two shareholders who can be relied on to attend an Extraordinary General meeting of shareholders when summoned on requisition. The meeting can and will be held if convened and once it is duly constituted by the personal presence of two members, then of course, the five-eighths majority can be wielded without difficulty by the member who is present by proxy.

As a possible alternative to relying on an Extraordinary General Meeting, it had occurred to me that, although with some delay, something effective could be done at the 1940 Annual General Meeting, but you tell me that this has already been held.

19th August 1940

(In connection with the summoning of shareholders meetings, I take particular note of the provisions of clause 29 of the Articles which is in the following terms:-

'As regards members (if any) who have no registered address in the United Kingdom, a notice posted up in the registered office of the Company shall be deemed to be duly served on them at the expiration of twenty-four hours after it is so posted.'

As regards the 50,000 shares for which we are concerned, is there a registered address in England to which notices must be sent by the Company? If not, I suggest that one should be notified to the Company at once, for otherwise, it might happen that a shareholders meeting might be legally convened and held of which you would have no knowledge.)

I hope I have made it clear in the foregoing exposition of this Company's constitutional problems that the power vested in the majority shareholder is a very real power, as indeed it should be, and that in the last resort, the threat which the majority shareholder can utter is not an idle threat - to intervene in the Company's business, to investigate everything that has happened and to assume, either himself or through any nominees he may choose, absolute control over the Company's affairs. If in the face of a considered request for information from the majority shareholder and of clear instructions as to his wishes the men who happen to be the directors, whether they have some money of their own invested in the company or not, exhibit reluctance to do what is asked of them, then in reality you will probably find that is all the better reason for wasting no time in further talk. If you meet such an attitude as this, then the sooner the requisition is lodged, the sooner you will really find out what is happening to the Company's business.

If I can be of further help please let me know.

C.H.A.Wills Esq.,
156 Gloucester Place,
LONDON. N.W.1

Yours sincerely,

P.T.O.

P.S. I am returning the print of the memorandum of the Articles of the Association. On any detailed point of procedure, you will also require to refer to table 'A' which is scheduled to the Companies Act 1929 as part of the act, but so far as I have referred to matters of meetings and quorums and proxies and so on, I have given you the true effect of the articles and table 'A' in conjoint operation.

1. Minute Book.
2. P/A from Lucio.

39,000
18
57,000

Torre - Combinentes

ES COPIA

Marsella. 15 de Febrero de 1.941

Distinguido amigo,

Confirmamos nuestro telegrama de hoy que dice "Aldasoro, Florida 461 - Buenos Aires. Hasta el presente el Consulado ha aceptado nuestras demandas amistosamente. Con fecha trece Echague comunica al Consulado la prohibición de extender visaciones a quiees no posean pasaporte valido del pais de origen. Suponemos sigue indicaciones José Felix molestado por uso igarobidas - telegrafie si decreto ejecutivo favor compatriotas subsiste - caso afirmativo hagan confirmar orden visar como anteriormente sobre documentos incompletos - Rogamos obtengan Escobar gestione autorizaciones salida - De Latorre".- Cuando Vds. tuvieron la atención de telegrafiarnos que tanto el señor Ortiz, como Roca y Carcano, se interesaban por nosotros, en la imposibilidad de trasladarnos a Vichy por falta de permiso, enviamos a Paco Velar a visitar al Sr. Echague. Nos trajo este las mejores impresiones y creimos que la solución era cosa de días, Dos semanas más tarde, enterados de que el señor Echague se encontraba en Marsella, le visitamos x Lasarte y yo, nos recibió amablemente, prometió hacer lo indecible y comunicaros en los primeros días de Febrero el resultado de sus gestiones.- No slo por cortesía, sino por obligada correspondencia a las muchas atenciones que para nosotros ha tenido desde el mes de Julio pasado hasta hoy, visitamos al Consul adjunto señor Matthews para darle cuenta de la entrevista celebrada con el Sr. Echague. Tuvimos entonces ocasión de conocer al Sr. Cónsul efectivo que había llegado dos días antes, y prometieron hacer por su parte cuanto fuere posible, no solo en cumplimiento del mandato que habían recibido de sus superiores, sino también por el conocimiento y simpatía que ambos tenían hacia nuestro pueblo.- Debo advertir que el Sr.Matthew actualmente procedente de Glasgow, donde ha hablado con el de Estella varias veces, estuvo del 33 al 35 de Consul en Donstia.- Ambos señores han intervenido eficazmente en la liberación de D. Luis Fernandez Clerigo y de D. Rafael Picavea, detemidos ambos a la hora de embarcar a requerimiento de la policía española.- En el día de hoy, también Lasarte y yo, extrañados de no haber recibido contestación alguna del señor Echague, nos hemos presentado en el consulado y allí hemos sido enterados de la comunicación que dicho Sr. Echaguehа enviado al Sr. Matthews, cuyo contenido contradice totalmente lo que hasta ahora se venía haciendo en orden a visados a virtud de concesión especial del Poder Ejecutivo en favor de los vascos.- La citada comunicación dice lo siguiente: Embajada de la República Argentina n. 65-IV-Vichy, 13 de Febrero de 1.941.-
Sr. Consul:- Por disposición del Departamento de Relaciones Exteriores, transmitida en el día de la fecha, el señor Consul se servira, en lo sucesivo, abstenerse de extender visaciones a los portadores de los documentos llamados "titres de coyage" o portadores de simples certificados de identicidad, así como tampoco a todo recurrente que no axhiba un pasaporte valido otrogado por las autoridades de su país de origen o que presenten un pasaporte Nansen.- La presente interdición deberá aplicarse aun cuando los interesados posean un permiso de desembarco otrogado por la

Dirección de Inmigración o el mismo sea transmitido por el propio Ministerio de Relaciones Exteriores.- Al recomendar al Sr. Cónsul el mas estricto cumplimiento de estas instrucciones, así como también las que esta Embajada impartiera en su nota N.537/IV de fecha 19 de Noviembre de 1.940, saludo al Señor Consul muy atentamente. (firmado) Carlos Echague. Encargado de Negocios. Señor Consul de la República Argentina D. Carlos S. Matthews- Marsella".- Hace algún tiempo supimos por el Consul de Venezuela, que el de España se quejaba de la facilidad con que los de las Republicas Americanas estampaban los permisos de desembarco en los IGAROBIDES vascos, diciendo que ello implicaba un reconocimiento de Euzko Jaurlaritza.- Se le contestó a nuestra indicación que dicho Igarobide, no era nada más que un simple Carnet de Identidad, como se dice en el texto mismo.- Creimos entonces conjurado el peligro, pero algún tiempo más tarde, cuando compatriotas nuestros deseaban trasladarse a Venezuela por el Alsina que pasaba por Rio Janeiro, solicitaron del Consulado de Brasil el correspondiente visado de transito por aquella República, se negaron a ponerlo en el Igarobide. Pudieron abreviar dicha dificultad obteniendo de la Prefectura el Salvoconducto especial para extranjeros sin pasaporte o sea el llamado "Titres de coyage" y en él les pusieron el permiso de tránsito que necesitaban.- En un principio y cuando todos nosotros solicitamos el permiso de salida de Francia, la documentación presentada por la mayoría de los nuestros no pasaba del famoso IGAROBIDE.- Los primeros días fué admitido y días más tarde rechazado, haciendo constar entonces en la encuete la palabra "sans passaporte" La Prefectura, conociendo la dificultad que para nosotros era la obtención de un pasaporte valido por las autoridades actuales de nuestro país, en cuanto de Vichy recibía la conformidad de salida de Francia, extendía a los que se encontraban en este caso, un salvoconducto especial de extranjero sin pasaporte y en él hacían constar el permiso de salida de Francia. No ha ocurrido esto en absoluto, porque si bien mi hermano Segi que poseía certificado de nacionalidad expedido en Bayona obtuvo el salvoconducto tantas veces dicho, en cambio su esposa, que no pudodemostrar ante el Consulado de España por falta de documentos el lugar de nacimiento, le pusieron en el IGAROBIDE permiso de salida de Francia y los visados de Venezuela y Argentina y con tales documentos embarcó en el vapor Alsina. Debemos asvertir que la casi totalidad de los compatriotas embarcados en el mencionadovapor, son portadores de IBAROBIDES.- En el momento de embarque, alguien llamó a Pocavea y oido este apellido por la policia, fué invitado a esperar, siendo trasladado seguidamente a la Comisaria. Allí entre otras cosas algún policía español parece se molestó porque dicho Sr. era portador del famosoIgarobide, diciendo que esto no podía consentirse y tenía que terminar.- Relacionado cuanto antecede con la comunicación del señor Echague al Consulado,no creemos aventurado suponer que todo ello responde a sugerencias de nuestro buen amigo José Felix, molestado por la beligerancia concedida a nuestro carnet de identidad por las autoridades en todo tiempo.- Desde luego, ni por un momento se nos ha ocurrido pensar que haya sido anulado el Decreto del Poder Ejecutivo en nuestro favor, aunque de hecho, quedara anulado si la comunicación antes dicha del señor Echague queda en vigor. Ya saben Vds.

que nos es de todo punto imposible obtener un pasaporte de la España actual, porque aquellas autoridades se niegan a darlo, no solo a nosotros, sino a todo aquel que lo solicita y lo único que dan y eso no a todos, es un volante o permiso para trasladarse a España.- Por lo tanto, la pretensión antes señalada, de que no se nos den visados a los que no poseemos aquel pasaporte legal en vigor, implica la imposibilidad de salir de Francia hacia América, quedándonos como única salida la de los Pirineos. No creemos necesario insistir más sobre este tema y confiamos en que Vds. dentro de las posibilidades actuales de la política de esa país, harán cuanto sea posible al objeto de anular la comunicación del Sr. Echague y que por los Consules puedan seguirse estampando visados de entrada en ese país en aquellos documentos en los que incluso la autoridad francesa no tiene ningún incomveniente en estampar el permiso de salida de Francia.- Además se da el caso anómalo de que las autoridades francesas, con mejor visión de la realidad facilitan un salvoconducto especial para aquellos que como nosotros no pueden obtener un documento regular de las autoridades franquistas, y el Sr. Echague ordena no se ponga el visado en dicho documento. Vds. comprenderán que es poner en una situación violenta a di hos Consules al decirles que se nieguen a poner el visado en dicho documento dado por las autoridades francesas en Francia y por lo tanto las autoridades consulares argentinas, desconocen la autoridad de Francia, y en cambio se someten a una sugerencia de la representación española en Francia que procede con unamala intención manifiesta, y con ánimo unicamente de impedir de alguna manera la salida de aquellos ciudadanos sometidos a la legislación española al objeto de que el tiempo se encargue de que bien por cansancio o por agotamiento económico tengan necesariamente que someterse a su jurisdicción y poder satisfacer en ellos el odio que les rezuma por todas partes por haberse opuesto a su sublevación y afán de mando contra toda ley divina y humana No podemos comprender como un representante de un Gobierno libre y soberano atiende sugerencias del representante de otro poder en contra de xxx unos ciudadanos que han merecido especial atención de las autoridades superiores del país que representan. Nustra primera pregunta al conocer la actitud del Sr. Echague, fué la de "A quien beneficia esto que ahora se hace" y no encontramóo otra respuesta adecuada que a España, nuestro asonbro es natural porque no acertamos a explicarnos como el señor Echague, representante del Gobierno Argentino, se somete a caprichos del representante de otro país.- Sin duda hay otra explicación, más positiva, pero no damos con ella por el momento.- Algún día sabremos el porqué deesa actitud, que sin duda nada tiene de romántica.-

Nos dice la prensa que el Dr. Escobar, embajador de esa República en Españaestá en buenas relaciones con aquellas autoridades. Se nos ocurre proponer a Vds. gestionen de dicho señor escobar obtenga de de las autoridades españolas concedan o accedan a que las autoridades francesas nos permitan salir de Francia con rumbo a Buenos Aires,- Si dicho Sr. Escobar muestra empeño en apoyar nuestra pretensión, no dudamos obtendrá éxito en sus gestiónes. Lo que hace falta es que ahí le presionen para que él haga la gestión con interés.- En el vapor Alsina se fueron con el amigo Teles, otros varios de su oficina, como Luisa,

Arregui, etc. y de Sanidad Julio Cable, Luis Bilbao, de Hacienda Arechavaleta, Anucita, y otros muchos.- No creo tarden en llegar si no han llegado ya.- A todos ellos mis mejores recuerdos.- Aquí quedamos nosotros a expensas de lo que ahí podais hacer.- Nuestra suerte parece bastante incierta y Dios proveerá.- Somos providencialistas y en èl confiamos. Estamos donde estábamos, pensamos como pensabamos y cada día más firmes en nuestra posición anterior. Azkatuta hoy más que ayer y mañana más que hoy. El enorme sacrificio de nuestro pueblo por su liberación no ha de quedar sin premio. De ello estamos seguros.- Nada os preocupe la suerte que podamos correr los que aquí quedamos para proseguir la labor que corresponde a los que libres de toda interferencia, podeis laborar para la liberación de nuestro pueblo.- Nosotros aquí en la medida de lo posible, seguimos preocupandonos de los nuestros que deambulan de una parte a otra. A la mayoría recomendamos la repatriación y a otros procuramos subsistencia y embarque cuando llega el caso.-

Telesforo lleva orientaciones unánimes del Consejo y el marcará la norma a seguir con arreglo a sus facultades.- Un fuerte abrazo de

firmado - URTANTEA.

DELATORRE

HOTEL MEDITERRANEE
15, QUAI DES BELGES

ESTELLA NUNCA OTORGO PODER PARA PROCURADOR NI

INICIO ACTUACION JUDICIAL

LIZASO

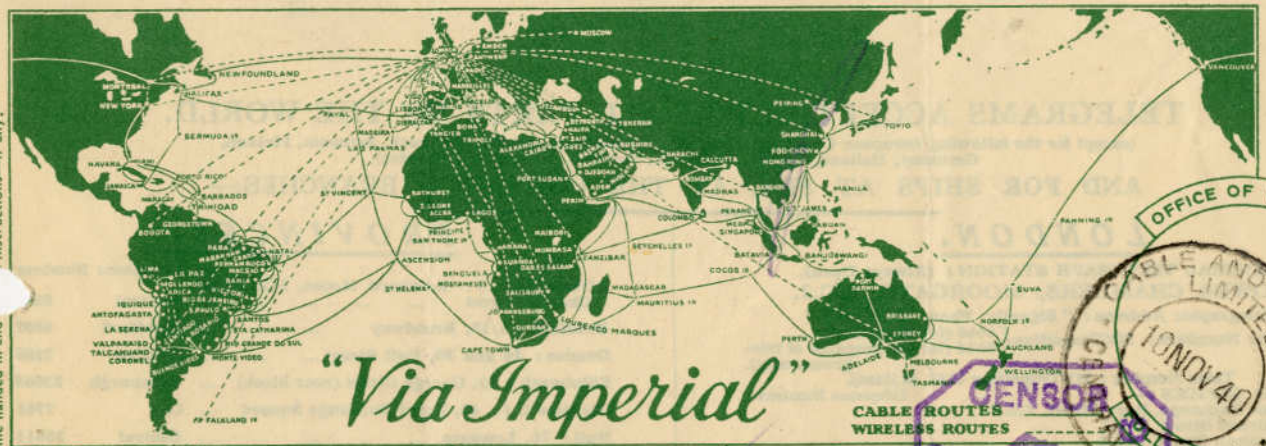
Londres, 11 de Noviembre de 1.940 1 p.m.

Printed in England. Aug. 1940.
(2,500 Pads) (1,000 Bndls.)

CABLE AND WIRELESS
LIMITED

5/-158
5/-159A

353



The first line of this Telegram contains the following particulars in the order named:—
Prefix, Letters and Number of Message, Office of Origin, Number of Words, Date, Time handed in and Instructions—if any.

OFFICE OF ISSUE.
CABLE AND WIRELESS LIMITED.
10 NOV 40
ADDRESS ON BACK.

CENSOR
BY PASSED
No. 2333

Circuit.	Clerk's Name.	Time Received.	A.
	FYECGW4 KE		

ELT1310

MARSEILLE 855 55/54 9 1830

ELT IRUXO 14 ECCLESTON SQUARE LONDRES

PODER CONCEDIDO POR DOROTA UNICA FINALIDAD AYUDAR KOLDO DESENVOLVIMIENTO NEGOCIO STOP PASADA OPORTUNIDAD CITADO PODER MORALMENTE NULO STOP RUEGO SUSPENDA TODA ACTUACION BASADA AQUEL PODER TELEGRAFIANDO A COMPANIA TE HAS EQUIVOCADO Y QYE PODER DE TU PROCURADOR ES NULO STOP UNICA SOLUCION ACTUAL QUE RUEGO ATIENDAS = DE LATORRE +

Obedece a informes de Oltuyar, de que yo he llevado el asunto al Juzgado

L. & P. (c).

NO ENQUIRY RESPECTING THIS TELEGRAM CAN BE ATTENDED TO WITHOUT PRODUCTION OF THIS COPY.
REPLIES SHOULD BE HANDED IN AT ONE OF THE COMPANY'S OFFICES.

TELEGRAMS ACCEPTED FOR ALL PARTS OF THE WORLD.

(except for the following European Countries: Belgium, Luxemburg, Danzig, Denmark, Esthonia, Finland, Germany, Holland, Latvia, Lithuania, Norway, Poland and Sweden)

AND FOR SHIPS AT SEA, AT THE COMPANY'S BRANCHES:—

LONDON.

CENTRAL TELEGRAPH STATION: (Always Open).

TOWER CHAMBERS, MOORGATE, E.C.2.

Telegraphic Address: "Signally, Phone, LONDON."

Telephone Numbers: METropolitan { 6666 (for enquiries). 6644 (for the despatch of telegrams only).

Telex Number: METropolitan 0133 (4 lines).

BRANCH OFFICES:—

	Telephone Numbers.
The Baltic Exchange, Bury Street, E.C.3	METropolitan 6666
18, Old Broad Street, E.C.2	METropolitan 6666
22, Leadenhall Street, E.C.3	METropolitan 6666
Cereal House, 58, Mark Lane, E.C.3	METropolitan 6666
24, Royal Exchange, E.C.3	METropolitan 6666
The Fruit Exchange, Spitalfields Market, E.1	METropolitan 6666
Candlewick House, 116/126, Cannon Street, E.C.4	METropolitan 6666
Shorters Court, Throgmorton Street, E.C.2	LONdon Wall 4811
3-5, Charterhouse Street, E.C.1	HOLborn 4755
3, Borough High Street, S.E.1	HOP 0818
Electra House, Victoria Embankment, W.C.2	TEMple Bar 1353
41 & 42, Parliament Street, S.W.1	WHItehall 2441
Thos. Cook & Son, Ltd., Main Office, 43, Berkeley Street, W.1	MAYfair 4567
Cumberland Hotel, Marble Arch, W.1	AMBassador 1234
73, Regent Street, W.1	REGent 6244
Golden Cross House, Charing Cross, Strand, W.C.2	WHItehall 3696
Thames House, Millbank, S.W.1	VICtoria 7871
The Adelphi, John Street, Strand, W.C.2	TEMple Bar 1353
Grosvenor House, Enquiry Bureau, Park Lane, W.1	GROsvenor 6363

And the District Messenger Company's Offices.

PROVINCES.

	Telephone Numbers.
Birmingham 3: Lombard House, 142, Great Charles Street	Central 831
Bradford: 6/10, Broadway	Bradford 6007
Dundee: 46 and 50, Bell Street	Dundee 2108
Edinburgh: 42, George Street (rear block)	Edinburgh 25068
Glasgow C.1: 40, Royal Exchange Square	City 7761
Hull: 76, Lowgate	Central 35811
Leeds 1: 15, Infirmary Street	Leeds 21518
Liverpool 2: India Buildings, Brunswick Street; " The Cotton Exchange; " The Fruit Exchange	Bank 5020
Manchester 2: 55, Spring Gardens	Central 3223
Newcastle: 31, Mosley Street; " Princes Buildings, 1, Queen Street	Newcastle 22321
Perthcurno (Cornwall)	St. Buryan 206
Sheffield 3: 50, The Wicker	Sheffield 20283
Southampton: South Western Chambers, 1, Canute Road	Southampton 66144

And at the Company's Wireless Stations at Brentwood, Bridgwater, Dorchester, Ongar and Somerton.

NORTHERN IRELAND—

Imperial House, 9, Donegall Square East, Belfast	Belfast 27438

TELEX NUMBERS IN PROVINCES:

BIRMINGHAM:	LIVERPOOL:	MANCHESTER:	NEWCASTLE:	SHEFFIELD:
Central Telex 7370.	Bank Telex 4012.	Central Telex 5800.	Telex 23033.	Telex 23040.

It is recommended that telegrams be handed direct to the Company's Branches as above. Receipts are given gratis for the amount charged.

Telegrams for this Company's system are also received at all Postal Telegraph Offices, but should be marked

"VIA IMPERIAL CABLE" if intended for transmission by cable, or

"VIA IMPERIAL WIRELESS" if intended for transmission by wireless. *This indication is not Charged for.*

Books of Telegram Forms, Tariffs, Rules, etc., can be obtained at the Head Offices of the Company, or at any of the above-named Branches.

EIRE. (IRELAND).

DUBLIN: 67, Middle Abbey Street (Enquiry Office only) ... Telephone No.: Dublin 44995.

HEAD OFFICE OF THE COMPANY:—ELECTRA HOUSE, VICTORIA EMBANKMENT, LONDON, W.C.2.

Telegraphic Address: EMPIREGRAM ESTRAND. Telephone: TEMple Bar 1222.

Opinion unitantea fesus desist action Koldo
counsel you demand Marino valana ~~oo~~ 89500
Asporosa lendakari's ~~efra~~ sister died Láraume ~~Laume~~

day 6. Olazabal

La opinión de Torre y de Lezaola es que desista
de una acción contra Ortuzar stos. Aconseja
a vd pida Marino saldo 89,500 stos. Asporosa
y hermana del Lendakari murieron Lafaume.
Olasabal

ES COPIA

MARSEILLE 954 76 10 1850

ELT IRUJO 14 ECCLESTON SQUARE LONDON

CONTESTAMOS TELEGRAMA SIETE stop TELEGRAMAS ANTERIORES NO CONTESTADOS OBLIGARON REPETIRLOS OTRO CONDUCTO ASEGURARNOS RECEPCION stop CONOCEMOS PREOCUPACION KOLDO IGNORANDO SUS PROYECTOS EVACUACION stop NUESTROS PROYECTOS BASADOS AMIGO KOLDO RESIDENTES AQUI CONSISTEN FACILITAR SUBSISTENCIA INCLUSO EMIGRACION PERSONAS CALIFICADAS COMPENSANDO ESTOS GASTOS TRAVES KOLDO stop AMIGOS CALIFICADOS REPATRIADOS POR CARECER RECURSOS stop ANTES AUTORIZAR DESEO ESTELLA QUEREMOS CONOCER MOTIVOS stop JOSU INSISTE IGUAL CRETERIO stop ASUNTO LLAMADO DOROTA CORRESPONDE JAURLARITZA.

DE LATORRE 11-10-40

ES COPIA

TORRE
HOTEL MEDITERRANE
15, QUAI DES BELGES

MARSEILLES

SASIETA DESDE IRLANDA ME TRANSMITE SU CABLE CONTES TADO TRES CORRIENTE stop LAMENTO INCONVENIENTE PUBLICIDAD HABEIS DADO AL TEMA stop BURUBAZAR ME TRASLADA SIGUIENTES MANIFESTACIONES KOLDO PRIMERA PROYECTO SUYO VUESTRA EVACUA-CION ES INDEPENDIENTE EMPRESA DOROTA SEGUNDA LIQUIDACION EM-PRESA DOROTA ES INDISPENSABLE stop RESULTA PRIMERO NUESTRA ACTITUD CON KOLDO CARECE RELACION CON VUESTRA EVACUACION SEGUNDO KOLDO NIEGASE LIQUIDAR DESPUES RECONOCER ESA NECESIDAD

ESTELLA

7.10.40

ES COPIA
))-------

TORRE
HOTEL MEDITERRANEE
15, QUAI DES BELGES
MARSEILLES

DESDE JULIO PRESIDO CONSEJO CON SOTA BELAUSTE JUANITO RAMON ISAAC CONCHILLOS ARCHANCO LIZASO GONDRA CON APROBACION CONCURSO BURUBAZAR stop SITUACION LECUBE Y COMPAÑEROS CONSEJO HIZOLO PRECISO stop RECIBIDA ADHESION TODAS SUCURSALES stop NADIE INTERPUSO PLEITO CONTRA KOLDO LIMITANDONOS COMO TU PEDIRLE LIQUIDACION stop AGUSTIN COMUNICA MEDIACION JUANITO COMERCIO RIVAL DISPONE VUESTROS MATERIALES VIENDOSE OBLIGADO SERVIRLES COMO INFORMADOR stop AGUSTIN ACONSEJA KOLDO LIQUIDE INMEDIATAMENTE YENDOSE DONDE JUANITO stop ESPERO TELEGRAFIES KOLDO REITERANDO IGUAL CONSEJO stop ESTAMOS CONFORME CUALQUIER FORMUDA ASEGURE VUESTRA SALIDA stop SI HEMOS DE INTERVENIR NECESITAMOS CONOCER PROPUESTA PARA EVITAR SEA NUEVA MANIOBRA DE KOLDO DESTINADA DEJAR FONDOS SUS MANOS IMPOSIBILITANDO OTROS INTENTOS EVACUACION OBLIGANDONOS CERRAR NEGOCIO stop CONDUCTA KOLDO ACONSEJA ESTA RESERVA stop IMPOSIBLE SUMINISTRAROS AHI DELICADA INFORMACION NECESARIA PARA FORMAR OPINION ACERTADA

ESTELLA 2 de Octubre de 1.940

Printed in England. Sept. 1938.

CABLE AND WIRELESS
LIMITED.

358 (5/-154) -154A

CW2835

№ 3397
CENSOR

OFFICE OF ISSUE.

FULL ADDRESS ON BACK.

Circuit.	Clerk's Name.	Time Received.	A.
FYE GJP 76			

LONDON 2 30 SEP 40 O.T.O.

CABLE AND WIRELESS LIMITED. 30 SEP 40

EG2236

MARSEILLE 616 59 22 2125

ELT IRUJO 14 ECCLESTON SQUARE LONDON

RECIBIDO TELEGRAMA VEINTE.DOROTA IMPOSIBILITADO

COMUNICAR STOP DIA TRES COMUNICAMOS LIZASO

OPINION JOSU URTANTEA CONTRARIA PRETENSION ROGANDO SUSPENDER

ACCION STOP DIA CINCO COMUNICAMOSTE TRAVES CARACAS

IDENTICA INSTRUCCION ROGANDO EN AMGAS COMUNICACIONES

SENALASEIS NECESIDACES STOP NUEVAMENTE INSISTIMOS OPINION

CONTRARIA HASTA CONOCER INFORMACION OS TENEMOS PEDIDA

REITERADAMENTE Y VOLVEMOS INSISTIR TELEGRAFIEIS VUESTRAS

NECESIDADES SALUDOS

TORRE +

The first line of this Telegram contains the following particulars in the order named:—
Prefix Letters and Number of Message, Office of Origin, Number of Words, Date, Time handed in and Official instructions—if any.

L & P (c).

NO ENQUIRY RESPECTING THIS TELEGRAM CAN BE ATTENDED TO WITHOUT PRODUCTION OF THIS COPY.
REPLIES SHOULD BE HANDED IN AT ONE OF THE COMPANY'S OFFICES.

TELEGRAMS ACCEPTED FOR ALL PARTS OF THE WORLD.

(except for the following European Countries: Belgium, Luxemburg, Danzig, Denmark, Esthonia, Finland, Germany, Holland, Latvia, Lithuania, Norway, Poland and Sweden)

AND FOR SHIPS AT SEA, AT THE COMPANY'S BRANCHES:—

LONDON.

CENTRAL TELEGRAPH STATION: (Always Open).

TOWER CHAMBERS, MOORGATE, E.C.2.

Telegraphic Address: "Signally, Phone, LONDON."

Telephone Numbers: METropolitan { 6666 (for enquiries). 6644 (for the despatch of telegrams only).

Telex Number: METropolitan 0133 (4 lines).

BRANCH OFFICES:—

	Telephone Numbers.
The Baltic Exchange, Bury Street, E.C.3	METropolitan 6666
18, Old Broad Street, E.C.2	METropolitan 6666
22, Leadenhall Street, E.C.3	METropolitan 6666
Cereal House, 58, Mark Lane, E.C.3	METropolitan 6666
24, Royal Exchange, E.C.3	METropolitan 6666
The Fruit Exchange, Spitalfields Market, E.1	METropolitan 6666
Candlewick House, 116/126, Cannon Street, E.C.4	METropolitan 6666
Shorters Court, Throgmorton Street, E.C.2	LONdon Wall 4811
3-5, Charterhouse Street, E.C.1	HOLborn 4755
3, Borough High Street, S.E.1	HOP 0818
Electra House, Victoria Embankment, W.C.2	TEMple Bar 1353
41 & 42, Parliament Street, S.W.1	WHItehall 2441
Thos. Cook & Son, Ltd., Main Office, 43, Berkeley Street, W.1	MAYfair 4587
Cumberland Hotel, Marble Arch, W.1	AMBassador 1234
20, Swallow Street, W.1	REGent 6244
35, Southampton Street, Strand, W.C.2	TEMple Bar 1353
Golden Cross House, Charing Cross, Strand, W.C.2	WHItehall 3696
Thames House, Millbank, S.W.1	VICtoria 7871

And the District Messenger Company's Offices.

PROVINCES.

	Telephone Numbers.
Birmingham 3: Lombard House, 142, Great Charles Street	Central 8321
Bradford: 4, Commercial Street	Bradford 6007
Dundee: 46 and 50, Bell Street	Dundee 2108
Edinburgh: 42, George Street (rear block)	Edinburgh 25068
Glasgow C.1: 40, Royal Exchange Square	City 7761
Hull: 76, Lowgate	Central 35811
Leeds 1: King Street Chambers, 52, Wellington Street	Leeds 21518
Leith: 64, Constitution Street	Leith 35787
Liverpool 2: India Buildings, Brunswick Street	Bank 5020
" The Cotton Exchange	Bank 5020
" The Fruit Exchange	Bank 5020
Manchester 2: 55, Spring Gardens	Central 3223
Newcastle: 31, Mosley Street	Newcastle 22321
" Princes Buildings, 1, Queen Street	Newcastle 22321
Porthcurno (Cornwall)	St. Buryan 6
Sheffield 3: 50, The Wicker	Sheffield 20283
Southampton: South Western Chambers, 1, Canute Road	Southampton 3026

And at the Company's Wireless Stations at Bodmin, Brentwood, Bridgwater, Carnarvon, Dorchester, Grimsby, Ongar, Skegness and Somerton.

TELEX NUMBERS IN PROVINCES:

BIRMINGHAM:	LEITH:	LIVERPOOL:	MANCHESTER:	NEWCASTLE:	SHEFFIELD:
Central Telex 7370.	Telex 36054.	Bank Telex 4012.	Central Telex 5800.	Telex 23033.	Telex 23040.

It is recommended that telegrams be handed direct to the Company's Branches as above. Receipts are given gratis for the amount charged.

Telegrams for this Company's system are also received at all Postal Telegraph Offices, but should be marked

"VIA IMPERIAL CABLE" if intended for transmission by cable, or

"VIA IMPERIAL WIRELESS" if intended for transmission by wireless. *This indication is not Charged for.*

TELEGRAPHIC ADDRESSES REGISTERED FREE OF COST.

Books of Telegram Forms, Tariffs, Rules, etc., can be obtained at the Head Offices of the Company, or at any of the above-named Branches.

EIRE. (IRELAND).

DUBLIN: 67, Middle Abbey Street (Enquiry Office only) ... ... Telephone No.: Dublin 44995.

HEAD OFFICE OF THE COMPANY:—ELECTRA HOUSE, VICTORIA EMBANKMENT, LONDON, W.C.2.

Telegraphic Address: EMPIREGRAM ESTRAND. Telephone: TEMple Bar 1222.

ES COPIA

YGA 74/Z MES 43 24 2225

ELT - ARREDONDO 14 ECCLESTON SQ. LN

CONFIAMOS VUESTRA AMISTAD HAGAIS DESISTIR ESTELLA ACCION CONTRA KOLDO stop CASO CONTRARIO VISITAREMOS AJURI stop REPETIDAS VECES HEMOS SOLICITADO ESTELLA INDIQUENOS VUESTRAS NECESIDADES PARA ORDENAR SEAN SATISFECHAS stop NO OBTNEDINA RESPUESTA RUEGOTE LA CONSIGNES SALUDOS.

DE LATORREA

ES COPIA

YGA68/z MES 46 24 2225

ELT IRUJO 14 ECCLESTON SQ. LONDO

RECIBIDO TELEGRAMA VEINTITRES stop CONFIRMAMOS INSTRUCCIONES ANTERIORES stop NUESTRA SALIDA UNICAMENTE FACTIBLE TRAVES AMIGOS KOLDO RESIDENTES AQUI HABIENDO CONVENIDO NOSOTROS CON ELLOS SEA KOLDO RESPONSABLE DE SOLUCION ACORDADA stop TELEGRAIA CONFORMIDAD stop TU NEGATIVA NOS OBLIGARIA VISITAR AJURIA

DE LATORRE

29-9-40

ELIODORO TORRE
HOTEL MEDITERRANEE
15, QUAI DES BELGES
MARSEILLES

ANTERIOR SIN RECIBIR stop DEMASIADO TARDE stop ACONSEJALE LIQUIDE INMEDIATAMENTE stop CONTINUAMOS GESTIONANDO VUESTRA SALIDA SALUDOS

ESTELLA

23 Septiembre 1.940

TORRE
HOTEL MEDITERRANEE
15, QUAI DES BELGES
MARSELLA

NECESITAMOS INFORMACION DOROTA VIVE SIN

HABER REVOCADO PODER

IMANOL

20 de Septiembre de 1.941

ES COPIA
)----------

YVR GVCT44
LM54 CARACAS 34 10 1130 PM.
NLT IRUJO 7 HOBART PLACE EATON SQUARE LONDON

NO stop FUI MEDIADOR TELEGRAMAS INFORMANDO SITUADOS UNMILLON CREDITONNAIS SUMA CONSIDERO INCOBRADA PRECISAMENTE URTANTEA RECLAMA ANGUSTIOSAMENTE TRESCIENTOSMIL NECESARIOS SALIR RUEGO DIRECCION ACTUAL LUIS TELEGRAFIARLE PARTICULAR

OLAZABAL

11-8-40

ES COPIA

XGA1836/M MES 17 13 2125 DIV

LIZASO 14, ECCLESTON SQUARE LONDRES

RUEGO CONTESTACION TELEGRAMA TRES ORDENANDO COMUNIQUE ESTELLA SUSPENDA ACTUACION CONTRA KOLDO.

TORRE 20.9.40

COPIA

30 de Julio 1940

Amigo Manolo

Acabo de recibir un cable de Aldasoro en el que me dice le comunicas que Nicolau tiene instrucciones para entregaros fondos, Calviño tiene barcos.

La verdad es que Nicolau se ha quedado en Vichy y esperamos contestación a una petición que le hicimos, Calviño no quiere ni que le hable nadie de su barco y el esta metido en el Consulado de Mexico. Aunque fuera cierta esa posiblidad que no lo es la considero disparatada.

De fondos tenemos unos cheques de £ que no los quiere nadie y Ortuzar me anunció un envio y no acaba de llegar.

Te agradeceré no enotrpezcas nuestras gestiones con informaciones basadas unicamente en suposiciones y buenos deseos por que Aldasoro pudiera creer que nuestro problema estaba resuelto y cesar en sus actividades y quedar nosotros aquí colgados.

Por favor dejanos a nosotros dirigir nuestro asunto porque mejor que nosotros nadie sabe como estamos y las posibilidades con que contamos.

Estoy operado en una clinica y por eso escribo a lapiz

Firmado
Eli.

Manuel de Irujo
14 Eccleston sq
London S.W.1.

11 de Junio

Querido Eliodoro:

Recibo hoy dos cartas tuyas del 4 cts.

Hago que comuniquen a Ortuzar los extremos sobre los cuales haces la expresa indicacion.

El cheque que indicas para Ziaurritz tiene el mismo inconveniente que el abono propuesto a Montagu. Es precisa una certificacion que expida la Continental, haciendo constar que, esos fondos son anteriores al 1 de Septiembre. Ortuzar, al que hablé de este asunto y al que presenté diversas formulas, se ha negado siempre a expedir esa certificacion, por motivos que ya te expuse.

Tuyo

Manuel

Una de estas cartas me la dió
Zamarra por encargo de Dibujar

BASQUE DELEGATION,
14, ECCLESTON SQUARE,
LONDON, S.W.1.
TEL: VICTORIA 0926.

Villa "MAMITAENIA"
Av. de la Plage
CAPBRETON (Landes)

Capbreton, 15 de Junio de 1.940

Amigos Irujo y Ortuzar:

Acabo de llegar, y como en este momento no tengo en mi poder la última correspondencia, no menciono fechas, aunque sí puedo asegurar que vuestras cartas, recibidas en París antes del 12, han sido contestadas.

Actualmente me encuentro con que la totalidad de nuestros compatriotas en Gurs, sus familiares en Bajos Pirineos, sin atención ni subsidio desde hace dos meses; La Roseraie pasa a Sanidad Militar, y el personal despedido sin indemnización ni sueldo de Mayo.

El personal de París ha salido para Burdeos, y desconozco actualmente sus direcciones, aunque no puedo explicarme cómo se las arreglarán, porque no he podido pagarles mas que el sueldo de Mayo.

Cuando pueda relacionarme con éllos, ya os comunicaré su situación, pudiendo adelantaros que mi impresión es la de que todos han salido de París.

Espero impaciente vuestras noticias y contestación a mis cartas últimas, en las que os recordaba nuestro deseo de que sin nuevas instrucciones, actuárais conjuntamente, defendiendo nuestros intereses con todo celo y rapidez.

Un abrazo,

Elorduy

Villa "MAMITAENIA"
Av. de la Plage
CAPBRETON (Landes)

Capbreton, 15 de Junio de 1.940

Amigos Irujo y Ortuzar:

Acabo de llegar, y como en este momento no tengo en mi poder la última correspondencia, no menciono fechas, aunque sí puedo asegurar que vuestras cartas, recibidas en París antes del 12, han sido contestadas.

Actualmente me encuentro con que la totalidad de nuestros compatriotas en Gurs, sus familiares en Bajos Pirineos, sin atención ni subsidio desde hace dos meses; La Roseraie pasa a Sanidad Militar, y el personal despedido sin indemnización ni sueldo de Mayo.

El personal de París ha salido para Burdeos, y desconozco actualmente sus direcciones, aunque no puedo explicarme cómo se las arreglarán, porque no he podido pagarles mas que el sueldo de Mayo.

Cuando pueda relacionarme con éllos, ya os comunicaré su situación, pudiendo adelantaros que mi impresión es la de que todos han salido de París.

Espero impaciente vuestras noticias y contestación a mis cartas últimas, en las que os recordaba nuestro deseo de que sin nuevas instrucciones, actuárais conjuntamente, defendiendo nuestros intereses con todo celo y rapidez.

Un abrazo,

Eleodoro Leal

Recibido 24 Julio

10 de Junio

Amigo Eliodoro:

En mi poder la tuya 6 ctr sobre Continental. Es la primera carta tuya que recibo sobre este tema desde el 8 de Mayo. El 10 me dirigió otra Alberro. Las contestaciones aludidas en tu telegrama del 6 ctr no han llegado a mi poder.

Por Orden de Ortuzar envio cheque directo al Sr. Olivier por la cantidad de £-2.890.0.0-. En el texto de la carta, se dice Luis: "...esa orden no debe ser ni mas ni menos que la confirmación de lo que yo en esa Delegacion le expuse de palabra y que Vd. tan descortésmente acogió. Es para esto para lo que el Sr. Zaurritz le ha nombrado a Vd. apoderado: para esta clase de operaciones, que yo no debo de hacer; para todas las demás, hasta el dia de la fecha, estoy yo..... Para cualquier aclaracion, debe dirigirse directamente a París".

Vuelvo a repetirte, sin quitar una coma, lo que te decia en mi carta del 7. No esperes de mi accion conjunta con Ortuzar.

Rechazo molesto tu frase de "para cuando a vosotros os de la gana", que yo no he merecido.

Tuyo

7 de Junio

Amigo Eliodoro:

Recibo tu telegrama de ayer.

No ha llegado a mi poder contestacion a carta mia dirigida a ti, desde hace varias semanas. Llegaron si a la oficina varias cartas tuyas sobre otros extremos. Mas, para mi, ninguna. Espero la que ayer de enviaste.

Conjuntamente con Ortuzar, yo no decidiré nada. Estaré a sus órdenes, en tanto tu lo dispongas, rogandote que me releves de esta misión en cuanto te sea posible.

Tuyo

Torre

Londres, 4 de Junio de 1.940

Sr. Don Eliodoro de la Torre
MEUDON

Amigo Eliodoro:

Son 13 las cartas y 3 los telegramas que te he puesto sin contestación. Este desorden tenía que dar sus resultados.

El 30 de Mayo pasado te comunicaba por carta que el Sr. Ortuzar me anunció una órden para entregar al Sr. Olivier por cuenta vuestra £ 3.000-0-0. Te rogaba órdenes.

El día siguiente volví a dirigirte otro, confirmando la órden recibida ya para hacer entrega a aquél de £ 2.890-0-0. Volvía a suplicarte contestación.

El mismo día te puse un telegrama con el mismo objeto que la carta.

Hoy se me ha presentado el Sr. Ortuzar y me ha pedido que haga la entrega. Le he contestado que había puesto por carta y telegrama el asunto en tu conocimiento y que esperaba tus órdenes, sin las cuales no podía hacer la entrega.

Muy contrariado ha vomitado sobre mi una cantidad respetable de improperios, de los cuales quiero trasladarte aquellos que conviene conozcas por referirse a su gestión y a la tuya.

"Usted no es apoderado del Sr. Ziaufitz, más que aparente. Las acciones del Sr. Ziaufitz están endosadas a mi favor. Yo pedí que se nombrara un apoderado, para no aparecer siendo Director y representante del Sr. Ziaufitz al mismo tiempo. Pero Vd. no tiene por qué intervenir poco, ni mucho, ni nada en la compañía, ni hacer otra cosa que obedecer mis órdenes, cuando yo se las dé. La Compañía se constituyó para que yo la manejara absolutamente. Ha pedido Vd. la cuenta de Caja. No se la he remitido, porque no quie-

ro. La pidió Vd. alegando encargo del Sr. Torre. --carta del 8 de Mayo--. Eso no es cierto. El Sr. Torre lo ha negado, cuando he estado en Paris. Vd. debe entregarme esas libras, bastándole mi palabra. Estoy dispuesto a darle a Vd. garantías personales mías para la entrega. Si no es así, haré que reciba Vd. órdenes inmediatas de hacerme entrega total de la cantidad que guarda en su poder. Las indicaciones que puede tener Vd. del Sr. Torre, son todas anteriores a mi viaje a Paris. Vd. no ha podido ejecutar las instrucciones anteriores del Sr. Torre. Soy yo quien puede hacerlo Si Vd. no me facilita la labor, será Vd. el responsable de las dificultades que tengan los nuestros".

Yo no recuerdo haber estado sometido en mis relaciones de órden mercantil jamás a una humillación mayor. A mi testaferro no me ha llamado nadie hasta esta mañana, aunque no empleando ese nombre. No he echado a Ortuzar de casa porque era la Delegación porque de su gestión pueden depender muchas cosas útiles para lo que tu administras y porque, sólo ofende el que puede. El ha salido disgustadísimo, en una posición de violencia muy calificada.

Te he puesto el telegrama siguiente:

ORTUZAR REQUESTS IMMEDIATE TRANSFER OLIVIER £ 2890 AWAIT INSTRUCTIONS URGENT.

Cuanto yo he hecho en este asunto ha sido siguiendo tus instrucciones expresas. Yo no merezco ser tratado así, amigo Eliodoro, Y no es poco lo que vuestro desorden ha contribuído a ello.

Como en este asunto el fracaso es mío y el éxito del Sr. Ortuzar, que por otra parte merece tu confianza, lo mejor es que haga lo que él dice, entregándole las £ 6.000-0-0. Espero pues, tus instrucciones para hacerlo.

Tuyo,

F

POST OFFICE

OVERSEAS TELEGRAM

Official particulars, including Office of Origin.

No. 371

Office Stamp

Received at Central Telegraph Office, 2/3/2 m.

From

To

NO 185 CENSOR

00347 PARIS 2634 22 6 1700 =

IRUXO 14 ECCLESTON SQUARE LONDON =

AUJOURD HUI REPOND LETTRES 31 MAI 4 COURANT
ANTERIEURES DEJA REPONDUES STOP CONJOINTEMENT
ORTUZAR DECIDER SITUATION = TORRE = ~~COL 14 31 4~~ =

Telegrams for all countries in the world and radio telegrams for ships on all seas are accepted at all Postal Telegraph Offices or may be telephoned to the Post Office.

For free repetition of doubtful words telephone NATIONAL 3383. If the telegram was received by telephone DIAL 559. This form and, if possible, the envelope should accompany any written enquiry.

(212651M)—Wt. 16996/P.4499. 13,700 pads—6/39. W. & S. Ltd. 51—4196.

Eliodoro de la Torre

Paris, 6 de Junio de 1.940.

Amigo Manolo: Acabo de recibir tus cartas del 31 de Mayo y 4 de Junio. Te ruego escribas menos y sobre todo en el tono en que lo haces al no he podido ni quiero acostumbrarme.

Yo no he autorizado a emplear ese tono a nadie y por lo tanto tampoco a Ortuzar, por que aunque de Anteiglesia, mi formación es correcta y de consideración hacia el prójimo al que no enjuicio nunca por impresión.

Los momentos actuales són excesivamente trágicos para que nos andemos en puñeterias de si yo fracaso o yo triunfo. Aqui no hay mas fracaso que el de lo que representamos y somos y a él contribuiremos muy eficazmente si no prescindimos todos de nuestro amor propio.

Desde aquí yo no puedo dar órdenes absolutas y por lo tanto tengo derecho a pediros hagais lo que creais mejor y mas rápido, Todo menos perder el tiempo en discusiones de si són galgos o podencos y entretanto, mientras resolveis ahí vuestras diferencias, yo, aquí, declarando cesante a todo el personal y prometiémdole para cuando a vosotros os dé la gana, el pago de una imdemnización por cese. Gran parte de nuestras gentes internadas, las mas calificadas, y sus familias abandonadas; los restantes en Gurs e igual-

mente sus familiares sin ayuda.

Escribo a Luis por este mismo correo y le telegrafio para que resuelva juntamente contigo la cuestión pendiente.

Un abrazo

Ej

6 de Junio

Amigo Eliodoro:

Recibido tu telegrama, con esta fecha envio a Ortuzar al Dorchester donde se hospeda, un cheque por 2.890 Libras.

Tuyo

Eliodoro de la Torre

Paris 4 Junio 1940

Sr.D. Manuel de Irujo
LONDON

Querido amigo:

Con referencia a los envios de la Continental, hemos convenido que seria mas sencillo y rapido, que ésta Sociedad enviase a D.Doroteo Ciaurritz, un cheque en francos o en £; a favor del mismo, previa autorizacion de la Oficina de Cambios. Estimamos que de esta forma no es necesaria la intervencion de MM.Montagu.

Os ruego presteis al asunto el máximo interes y entretanto, queda en espera de vuestras noticias a este respecto, tu affmo. amigo.

Eliodoro de la Torre

F

POST OFFICE

OVERSEAS TELEGRAM

No. 376

Office Stamp 0570

LONDON S.W.DC
5 JUN 40

Received at
Central Telegraph Office,
.....m

From .....

Official particulars, including Office of Origin.

.....m

To .....

1755 PARIS 45934 9 5 1025 =

= IRUXO 14 ECCLESTON SQUARE LONDON

= CONFORME TRANSFERT OLIVIER + TORRE =

CT 14 =

Nº 24
CENSOR

Telegrams for all countries in the world and radio-telegrams for ships on all seas are accepted at all Postal Telegraph Offices or may be telephoned to the Post Office.

For free repetition of doubtful words telephone NATIONAL 3383. If the telegram was received by telephone DIAL 559. This form and, if possible, the envelope should accompany any written enquiry.

(21265LM)—Wt. 16996/P.4492. 13,700 pads—6/39. W. & S. Ltd. 51—4196.

Eliodoro de la Torre

Paris 4 Junio 1940

Sr.D. Manuel de Irujo
LONDRES

Querido amigo:

En mi poder las tuyas del 8,9,10,11,15,16,17,18,20,23 24 y 30 del pasado.

Agustin Alberro.- Salio de Paris a BerckPlage el 18 de Mayo para traer a su familia y desde aquel dia nada sabemos de él.

Luis de Ortuzar.-Me visito y convine con él la liquidation de la Sociedqd o ventq de nuestra participacion,demostrandole las razones que a ello me obligaban.

Prometio proceder rapidamente conforme a mi deseo .

Maurice Olivier.-Escribi a Ortuzar el dia 24 rogando prestara en mi nombre a dicho Sr. £.2.890.

Bajos Pireneos.-Llegué a Bayona el 25 de Mayo y he vuelto el 1° del corriente.

El primer dia salieron para Gurs todos los de Endara a excepcion de Solano que con Gortazar,Maidagan,Arrien,Urriza,Taramona,Pacho Arregui,Iturrate,Lasarte y Monzon, han marchado a Bourneuf la Foret (Mayenne).

En dias sucesivos han salido para Gurs los rdstantes varones vascos sin distincion de edades ni categorias.

Han sido desmontados nuestros Hospitales y Oficinas, no quedando alli por ahora nada mas que nuestras mujeres.

Te ruego comuniques a Ortuzar estas noticias.

Un abrazo.

Eliodoro de la Torre

TORRE
63 RUE JALONS
MEUDON.

ORTUZAR REQUESTS IMMEDIATE TRANSFER OLIVIER £2890

AWAIT INSTRUCTIONS URGENT

Irujo.

4th June, 1940 - 4 p.m.

31 de Mayo

Amigo Eliodoro:

Te he puesto el despacho siguiente: "Must Give Olivier £2890 By order Luis. Please Wire Aproval".

Lo hago para cumplir con mi deber, pues, no espero contestacion tuya. Ignoro el motivo por el cual, tu, que eres ordenado para todos, has dejado de serlo -y a modo- para mi. Allá tu, con las normas que te traces. Pero, si en lo demas no llevas mas orden, ¡aviado estáss!

Tuyo

TORRE

11, Avenue Marceau,

PARIS

MUST GIVE OLIVIER £2890 BY ORDER LUIS stop XXXX PLEASE WIRE APROVAL

Irujo

May 31. 1940

Me dicta el Sr. Ortuzar por teléfono el día 31-5-40:

Querido amigo:

Ruego a Vd. se sirva entregar a Maurice Olivier en calidad de préstamo y por mi cuenta la cantidad de LIBRAS 2.890 cuya cantidad confía reintegrar durante el mes próximo.

s.s.

ELIODORO DE LA TORRE (Firmado)

Dice que la formula de reintegro debe ser un cambio porque sabe que Olivier entregó a Eliodoro 50,000 francos.

Que te envía una copia de esta carta

Que vendrá por aquí hacia el lunes o martes

---

31 Mayo

Londres, 30 de Mayo de 1.940

Sr. Don Eliodoro de la Torre
MEUDON

Querido amigo:

En este momento me llama Ortuzar para decirme que posiblemente reciba órden suya de hacer entrega a Olivier por cuenta vuestra de LIBRAS 3.000-0-0 (TRES MIL LIBRAS). Agradeceré me digas si debo atender o no a esa órden.

Tuyo,

Londres, 28 de Mayo de 1.940

Amigo Eliodoro:

Luis avisa por teléfono a la oficina para que me digan al llegar que, si tu pudieras situar en New York el importe de 6.000 libras, el podría hacer que dispusieras ahí de su importe en frs. Encarga que yo te lo comunique. Me limito a hacerlo, aunque, yo sé muy bien la significación que tiene esa propuesta. La traslado para no restarte este medio de información.

Montagu, al que he rogado estudie la documentación de que dispongo, por si ella es suficiente para el envío a Doroteo, me contesta que, es preferible que haga la consulta a mi banquero. Así lo he hecho. Espero su respuesta.

Reitero mis diez cartas anteriores, sin contestación las diez y dos telegramas. Esperaba haber merecido la atención de ser contestado, siquiera en atención a algunas de las incidencias surgidas.

Un abrazo,

El Banquero "National Bank" me dice que no basta con la documentación de que dispongo. Hay pues que esperar a que Ortuzar, que tiene la firma, solucione el problema.

Aviso de Arturo recibido por Londra

28-5 384

Que Yrujo telegrafie a Torre preguntando si podría situar en New York las £6.000 en cuestión a favor de quien le pagaría los intereses en esa. Contestar

Londres, 24 de Mayo de 1.940

Sr. Don Eliodoro de la Torre
MEUDON

Querido Eliodoro:

Sin carta ni noticias tuyas. Confirmo la mía del 20.

Sé que has recibido alguna de mis cartas, porque Luis se ha quejado de su redacción. Pero, dudo yo que se dé caso de poderdante más desgobernado.

He propuesto a Luis una nueva fórmula para otorgar la certificación. Me ha dicho que no es aceptable tampoco. Sencillamente, me dice que, no se puede certificar el hecho, porque, no pudo ser entregado el cheque. Me ha añadido que, el encargado de estas funciones es él. Que yo esté tranquilo. Que el lunes irá a Cardiff, verá a los abogados y tratará de que, con rapidez sea ejecutado el acuerdo para la cual, lo primero que precisa es su aprobación.

Te envío la fórmula propuesta para que tengas idea. Desde luego yo, en vista de su negativa e instrucciones y de tu silencio, no doy un paso más: conste así.

Nos movemos con todo interés, pero no con toda fortuna, para José Antonio.

Recibo carta de Aldasoro. Se lleva sus chicas a Argentina. Está muy apurado. Apunta el temor de cerrar la oficina el mes que viene por carencia de fondos.

Tuyo,

Emerald W. requisado ~~por el Gobo~~ por el Gobierno imposible disponer de él para José Antonio

TORRE
11 Avenue Marcean,
Paris, 16.

EMERALD WIND REQUISITIONED BY BRITISH GOVERNMENT

IMPOSSIBLE USE IT FOR JOSE ANTONIO

Irujo.

22nd May, 1940. 5 p.m.

387

20 de Mayo

Querido Torre:

Recibo tu telegrama del 17.

Entrego a Lizaso mil libras segun tus instrucciones.

En cuanto a la entrega del resto a M. Montagu, tu telegrama se ha cruzado con el mio, en el que te hacia saber que no dispongo del certificado preciso para instruir el expediente, sin cuyo requisito, aquel no puede recibirme la cantidad.

Me gustaría tener acuse de recibo de mis cartas del 7, 8, -la del 9 la presumo-, 11, 13, 14, 16 y 17, así como del telegrama del 11. Te diré que, Gamarra me escribió el 18 desde Meudon y su carta estaba en mi poder a las 9,30 de esta mañana.

Sigo pues esperando instrucciones o certificado, el cual, solamente puede ser expedido por Luis.

Tuyo

Alfonso

F

POST OFFICE

OVERSEAS TELEGRAM

No. 388

Office Stamp

0556

Received at Central Telegraph Office.

16 m.

Official particulars, including Office of Origin.

LONDON S.W.10

18 MAY 40

m

To

. 256 PARIS 38934-16-17-12.45 =

IRUJO 14 ECCLESTON SQUARE LDN =

RETIRE MILLE DELEGATION STOP DEPOSE SIX MILLE RESTANTES MONTAGU = ELIODORO ZIAURRIZ +

Nº 136 CENSOR

(14) +.

Telegrams for all countries in the world and radiograms for ships on all seas are accepted at all Postal Telegraph Offices or may be telephoned to the Post Office.

For free repetition of doubtful words telephone NATIONAL 3383. If the telegram was received by telephone DIAL 559. This form and, if possible, the envelope should accompany any written enquiry.

(212661M)—Wt. 16996/P.4499. 15,700 pads—6/39. W. & S. Ltd. 51—4156.

18 de Mayo

Amigo Eliodoro:

Confirmo la mia de ayer. Sigo sin noticias vuestras. Y no he de ocultarte que me sorprende. Porque, hoy tengo dos cartas de esa, una del 14 de Leizaola, otra del 13 de Andres. Por muchas razones quisiera saber si obran en tu poder mis cartas, cuya relacion prefiero omitir ya, así como el telegrama del 11.

He recibido la certificacion expedida, no por Luis, según él me aseguró, sino por Roberts, el Secretario de la Compañía, empleado de Olivier. La certificacion se limita a consignar el hecho de que, Doroteo es socio de la empresa desde la fecha de su constitucion. He hecho la consulta a Montagu, el cual me dice, como yo habia previsto ya, que eso no sirve para ordenar el expediente. Me encuentro pues absolútamente imposibilitado para seguir el camino trazado por tus instrucciones precisas y concretas.

Presumo que Luis ahí habrá hablado contigo para esta fecha largo y tendido. Yo sigo esperando tus noticias y las suyas.

Otra cosa. Permiteme que te recuerde que, el 14 de Marzo, Don Rodrigo Gil me entregó un informe, que yo puse en tus manos por carta del dia siguiente, al que han seguido otros. Como ves el tiempo transcurre. Yo se muy bien que estudiar un tema de esta clase no es tomarse un cocktail. Pero, aprecio tambien lo que, para quien espera, significan dos meses fracnos. Me limito a traerlo a tu memoria.

Abrazos

Torre

Decirle Luis
Directores se niegan firmar certificado

Torre
11. Avenue Marceau
Paris

Please inform Ortuzar Directors
refuse to sign certificate.
Yrujo
May 17. 1940
H.

Samuel Montagu & Co.
Banqueros
114. Old Broad St.
E.C.2
TEL: LONDON WALL 6464

AKETXE LONDRES
ROYAL - 4723

---

17 de Mayo

Amigo Eliodoro:

Sigo sin acuse de recibo de las mias del 7, 8, 9, 11, 13, 14 y 16 y del telegrama del 11 cts.

Acabo de ponerte un telegrama para comuicarte que, los Directores compañeros de Luis no quieren firmar el certificado. Aqueche les ha hecho muchos razonamientos, sin lograr convencerles. Habiamos convenido Luis y yo que, aquel viniera trayendose papel y el sello, para hacer la certificacion aquí, segun las indicaciones que diera el Banco. Luis creyó que era suficiente una certificacion de que, Doroteo era socio de la compañía, dando la fecha desde la cual aportó su capital. Cuando llegó aquí le hice la reflexion de que, a mi parecer, eso no era suficiente, pues que, no acreditaba el extremo que interesaba el Banco. Así lo entendió tambien él. De acuerdo con sus instrucciones, envié una minuta para que sirviera de modelo. Esta mañana me ha llamado por telefono, para hacerme Aqueche algunas observaciones. Le he contestado que, no me interesaba el texto de la minuta, sino la afirmacion de la verdad de las cosas: que Doroteo era participe desde la fecha de la constitucion y de que la cantidad a que se refiere es entrega, devolucion, anticipo o lo que ellos quieran, pero, parte de aquella aportacion, anterior a la guerra, no ganancias, ni beneficios, ni dividendo de ningun genero. Esta tarde ha vuelto a llamarme para decirme que no obtiene la certificacion. Me ha ofrecido la que tiene firmada por Luis. Le digo que me la envíe, aunque, creo que no sirve para el caso.

Haz favor de decir a Luis que se hizo la gestion por él interesada. Hablamos con la Compañía. Nos dió la llegada del avión a esa. Y después de tener ese dato, lo hicimos saber a su familia. Recibió la conferencia su hermana.

Tuyo

Jerónimo

Luis suspende entrega segundo cheque stop llegará París avión esta tarde stop ruego instrucciones ~~me diga~~ si puedo hacer alguna entrega Delegación

Torre,
11, Avenue Marceau,
PARIS

LUIS DELAYS FORWARDING SECOND CHEQUE stop HE ARRIVES PARIS AIRPLANE THIS AFTERNOON stop PLEASE WIRE INSTRUCTIONS MY PAYING CERTAIN SUM DELEGATION

Irujo

12 30 May 16, 1940

16 de Mayo

Amigo Eliodoro:

Recibo tu telegrama de ayer. Espero la carta anunciada. Confirmo las mias del 7, 8, 9, 11, 13 y 14 cts y el telegrama del 11. Por el tuyo se deduce que, al menos, recibiste mi carta del 9 cts. Pero, me gustaría tener acuse de recibo de los restantes despachos.

Acabo de tener una conferencia con Luis, que sale para esae en el avion de la una de esta tarde, para llegar esta misma tarde a Paris y estar contigo seguídamente. Te lo he anunciado en telegrama redactado en ingles, cuyo texto español reza: "Luis suspende entrega segundo cheque. Llegará Paris avion esta tarde. Dime si puedo hacer alguna entrega Delegacion"

Aunque él lo hará, yo quiero recojer aquí los terminos de su conversacion.

Morgan le ha hecho una reflexion, derivada de las cifras siguientes:

Entrega de capital el año pasado -------	£ 43.000
Id este año, antes de la Junta ---------	5.675
Dispuesta la entrega en conjunto de -----	20.675
Total ----------	69.350

Reducido el capital a 50.000 £, pueden ser entregadas como devolucion 50.000, pero no 69.350. Si el capital se redujera a 20.000, las entregas podrian ser de 60.000, pero no de las resultantes segun la cuenta anterior.

Insiste Morgan en que desaparezca la cuenta de anticipos a los socios, por iguales motivos figurados en vuestra carta e instrucciones.

En su vista, él sale para veros y ha suspendido la entrega del segundo cheque, que yo esperaba para hoy, segun lo convenido.

Tambien esperaba la certificacion, precisa para formalizar el expediente ante el Banco de Inglaterra por la Casa Montagu. Me dice que ho dejó firmado, para ser puesto en el correo. No se ha recibido hasta la fecha. Por lo que él recuerda de su redaccion, presumo que es inservible, pues que, se limita a afirmar que Ziaurritz es socio de la empresa, sin hacer alusion alguna a la cantidad entregada, fecha de su credito, etc. Hemos quedado en que yo envie a Cardiff una minuta de certificacion, para que la pongan en limpio recogiendo la firma de Morgan. Cuando me la devuelvan iré con ella al Banco, sin perder un minuto.

Lizaso ha recibido orden de entregar a los catalanes 134,32 £. En atencion a ese hecho y a lo expuesto en la mia del 11, he añadido al telegrama la ultima frase.

Luis me dice que, Morgan no está dispuesto a pagar por los barcos mas que su valor basico, unico que reconoce el Gobierno, o sea, el figurado en la poliza de seguro en vigor el dia 3 de Septiembre prmo pdo. Al propio tiempo me ha hecho saber -no me doy cuenta exacta del motivo: ha sido un inciso en la conversacion- que las acciones de Boroteo las tiene él endosadas a su favor.

Espero tus instrucciones

Tuyo

~~8.00~~	43.000 x
80.000	5.675 x
30.000	20.675 x
50.000	69.350
40	50
	19.350
	9.350

F

POST OFFICE

OVERSEAS TELEGRAM

No. 395

Office Stamp

Received at Central Telegraph Office.

1941 m.

From 09

Official particulars, including Office of Origin.

To

3054 PARIS 32334 16 15 1650 =

IRUJO 14 ECCLESTON SQUARE LDN =

ACCEPTE PROPOSITION REDOCTION CAPITAL VINGT

MILLE STOP LETTRE SUIT = ELIODORO ZIAURRIZ =

Telegrams for all countries in the world and radio-telegrams for ships on all seas are accepted at all Postal Telegraph Offices or may be telephoned to the Post Office.

For free repetition of doubtful words [illegible] If the telegram was received by telephone DIAL 559. This form and, if possible, the [illegible] written enquiry.

CT 14 =

(212651M)—Wt. 16996/P.4499. 13,700 pads—6/39. W. & S. Ltd. 51-4196.

13 de Mayo

Amigo Eliodoro:

Reitero las mias de 7, 8, 9 y 11 cts y mi telegrama del 11. Con las cartas iban documentos en las del 8 y el 11. Espero me acuses recibo.

He visitado a Montagu. Me han dicho que pediran la autorizacion al Banco de Inglaterra, en cuanto tengan la certificacion de la compañía. Ortuzar me ha prometido traerla personalmente, viniendo con papel impreso y sellos, para redactarla como mejor convenga. Mañana irá a Cardiff y pasado mañana miercoles llegará a esta. No será pues antes del jueves, cuando la certificacion se presente. Mantagú supone que en dos o tres dias se despachará la autorizacion. Una vez despachada, dará las ordenes por telefono. Desde luego, la autorizacion que Montagún prepara es totalmente normal y corriente. Al hacerle yo esta observacion, ha añadido él que, exactamente lo mismo podría hacerla mi banquero.

He convenido tambien con Ortuzar en que, me traerá un cheque por el saldo que Doroteo tenga, una vez rectificadas las operaciones, sobre los libros. Ya te he dicho reiteradamente que, sobre la base de que, existen 8.675 libras percibidas por Doroteo, sin correspondencia por los demas socios, reducida la caja a 25.600 libras y algun pico, la cantidad que a Doroteo corresponda no alcanzará a la suma de 10.000 libras en total. Es pues imposible entregar esta suma, como lo es entregar las 2.000 libras restantes a esta Delegacion.

Las cuentas de caja las enviaré cuando las reciba.

El detalle de los anticipos realizados en favor de Doroteo y sin cuenta para los demas, es el siguiente:

14-7-39 ----------	3.000-0-0
9 -2-40 ----------	2.000-0-0
20-2-40 ----------	3.000-0-0
Lizaso ----------	300-0-0
Dunhill ----------	75-5-0
Bennet ----------	300-0-0
Suma total -	8.675-5-0

El saldo exacto de caja el dia de la celebracion de la Junta es de £ 25.675-18-0: Tengo de él certificado oficial.

Recibo carta de Alberro, que incluye certificacion de residencia de Ziaurritz. Montagu me dice que, probablemente no será necesaria. De todos modos, le he hecho saber que dispongo de ese documento.

Ortuzar me comunica que, en Cardiff se ha recibido una carta de Doroteo, dando orden de que se entreguen a Montagu 10.000 libras. Me lo ha dicho molestado, por la duplicidad de ordenes a personas distintas, que dan la sensacion de poca seriedad. A mi no me molesta casi nada ya. Pero, realmente, no se aqué viene aquella carta, si es en realidad una orden de entrega directa, a no ser que prefirais que sea el propio Luis quien se entienda con Montagu, en cuyo caso, me lo debierais haber indicado así. Desde luego, a mi me parecerá una excelente idea. Aun estamos a tiempo para su realizacion, pues, las cosas no van tan rapidamente como yo hubiera deseado y como vosotros necesitais.

Tuyo

Juan

TORRE
11, Avenue Marceau,
PARIS

RECIBO TELEGRAMA stop MONTAGU ME CITA PARA LUNES stop ESPERO DISPONER SIETE MIL stop ANTES OTRA DISPONIBILIDAD PRECISO ACLARAR CUENTAS stop LUIS AFIRMA ANTICIPOS SUMAN CUARENTAYOCHO MIL SEISCIENTAS SETENTACINCO CORRESPONDIENDO CUARENTA MIL PROPORCIONALMENTE OCHOMIL SEISCIENTAS SETENTACINCO DOROTEO SOLO PRECISANDO COMPUTARLAS AHORA stop IMPOSIBLE DISPONER CANTIDADES FIGURADAS VUESTRO TELEGRAMA.

Irujo

Mayo 11 1940

54 palabras

11 de Mayo

Amigo Eliodoro:

Recibo vuestro telegrama de ayer. He contestado con el texto siguiente: "Recibo telegrama. Montagu me cita para lunes. Espero disponer 7.000. Antes otra disponibilidad, es preciso aclarar cuentas. Luis afirma que anticipos suman 48.675 correspondiendo 40.000 proporcionalmente, 8.675 Doroteo solo, precisando computarlas ahora. Imposible disponer cantidades figuradas vuestro telegrama."

Confirmo mis anteriores de 7, 9 y 10 cts. Te agradeceré me acuses recibo, para mi tranquilidad y efectos. Presumo que, despues de haber leido esas tres cartas, no necesito repetir los conceptos en ella expuestos, ni tu mantendras la orden de tu telegrama, que no puede cumplirse.

Si las cantidades dispuestas por Doroteo, sin correspondencia por los restantes socios, suman 8.675 £, el saldo será de 9.621. Si aquellas son 5.675, el saldo será de 10.746, en ambos casos, a resultas de fijar la cantidad exacta de caja, sobre la que se opere. Pero, ni 12.000, ni 10.000 salen por ninguna parte.

Montagu ayer no sabia si Doroteo existía. Hoy dice tener informacion y me ha citado para el lunes.

He llamado a Luis para tener la certeza de que me enviaba el cheque. Prefiero no repetir mi conversacion. Una parte de ella va reproducida en la carta que le he dirigido a continuacion y cuya copia te incluyo, haciendolo tambien la de ayer, para tu mejor conocimiento. Excuso añadir comentarios a su texto.

Con respecto a entregar 2.000 £ a esta Delegacion, por el momento, se parece bastante el encargo, a la efectividad de la multa de 20 millones que me ha impuesto Franco. Esta Delegacion comenzó el mes actual con una deuda de 6[illegible] £. Suma a esa cantidad los devengos pendientes del mes en curso y deduce la pavorosa situacion que aquí se avecina.

Espero que Luis no volverá a reconsiderar su situacion y a darme otro disgusto. Y espero ademas que me enviará el cheque por el saldo. El lunes diré a Montagú que cuento con 7.000 porque no cuento con mas; aunque espero reunir cantidad mayor proximamente. No le daré fecha, porque no dispongo de ella.

Entre tanto, tu, ya podias enviarme una cuenta mas clara de vuestra situacion. Necesito que me digas si el año pasado

recibisteis 25 o 28.000; y si este año habeis recibido 5.000 o 5.675. Es poco serio, querido Eliodoro, que tenga yo que pedirte estas aclaraciones que tu has debido enviarme antes, para evitar la dificil posicion que tengo ante Luis, de la cual, presumo que la lectura de las cartas te irá dando alguna idea.

Tuyo

Jaime

F

POST OFFICE

OVERSEAS TELEGRAM

Official particulars, including Office of Origin.

No. 399

Office Stamp

17 London SW10 11th May 1940

Received at
Central Telegraph Office,
.....m

From .....

To .....

No 126 CENSOR

00187= DE PARIS 19734 47 10 1216=

IRUJO 14 ECCLESTON SQUARE LONDRES =

RECU TELEGRAMME STOP ABSOLUMENT NECESSAIRE VERSER

MONTAHU OPERATION DEJA ACCORDEE AVEC LUI DIX MILLE

VENDREDI OU SAMEDI SEMAINE COURANTE PRENDRE DEUX

MILLE POUR DELEGATION STOP TOTAL DOUZE MILLE STOP

DES QUE VERSEMENT FAIT PRIEZ MONTAGU AVISER

TELEGRAPHE URGENT ROUSSIN PARIS= ELIODORO ZIAURRIZ=

Telegrams for all countries in the world and radio-telegrams for ships on all seas are accepted at all Postal Telegraph Offices or may be telephoned to the Post Office.

For free repetition of doubtful words telephone NATIONAL 3383. If the telegram was received by telephone DIAL 559. This form and, if possible, the envelope should accompany any written enquiry.

(21265) M — Wt. 16996/P.5499. 18,700 pads—6/39. W. & S. Ltd. 51—4196.

400

No. .....

Office Stamp

LONDON 3 9 MY 40 C.T.O.

9

F

POST OFFICE

OVERSEAS TELEGRAM

Received at Central Telegraph Office, 16 p.m.

From POU

Official particulars, including Office of Origin.

.....m

To .....

774 PARIS 5834 18 9 1331=

IRUXO 14 ECCLESTON SQUARE LONDON =

RECU AUJOURD HUI LETTRE VINGTNEUF CONFIRME LETTRES SEPT HUIT INSTRUCTIONS AGIR URGENT = TORRE =

Telegrams for all countries in the world and radio-telegrams for ships on all seas are accepted at all Postal Telegraph Offices or may be telephoned to the Post Office.

Nº 26 CENSOR

CT =14-

F... useful words telephone NATIONAL 3333. If the telegram was received by telephone DIAL 559. This form and, if possible, the envelope should accompany any written enquiry.

(212651M)—Wt. 16996/P.4499. 13,700 pads—6/39. W. & S. Ltd. 51—4196.

10 de Mayo

Amigo Eliodoro: Recibo tu carta del 8 y tu telegrama de ayer. Confirmo la mía, del dia 7, a la que acompaño copias de extractos de conversaciones relacionadas con la Continental; y la de ayer. Recibí la tuya del 7. Ambas cartas tuyas, del 7 y 9 cts, las he recibido con dos fechas de diferencia. En su vista, hago cursar esta por avion, para evitar demoras como la de la mia del 29 recibida por ti ayer.

Supongo obrará en tu poder mi telegrama de ayer, cuyo texto repito: "MARTES DISPONDRE DE SIETE MIL LIBRAS". No he de reiterar cuanto manifiesto en la mia de ayer.

Mi proyecto es, en cuanto toque las primeras siete mil, pedir dos mil quinientas mas, en la misma forma. Prefiero no modificar el curso de la primera peticion, para no enredarla. Yo se bien el trabajo que me ha costado sacar la primera partida

Y en cuanto cobre las segundas 2.500, iremos a que se cobren las 10.000 libras -o las que sean- a cuenta del barco vendido, para poder disponer de las 6.250 que corresponden a Doroteo. Pero, prefiero ir por veces, para evitar un atasco y no dar lugar a regañar demasiado. Entre tanto, iré aprendiendo como se mueve eso y adquiriendo detalles de contabilidad, de nagocio y de posibilidades.

Te daré cuenta detallada de las diferencias de caja en cuanto las conozca. Las he pedido a Luis de palabra y reiterado la demanda en dos cartas. Estate tranquilo: Sin reñir -si es ello posible- iré disponiendo de esos datos y completando la informacion. Pero, he de procurar que, esta peticion de informes, no entorpezca la entrega de fondos, primera preocupacion que tengo en el asunto.

Montagú no ha recibido aun instrucciones, ni conoce a Doroteo, cuyo nonbre no figura en su fichero. Así al menos ha dicho esta mañana. Veremos lo que resulta despues de la conferencia verbal pendiente. Desde luego, las 10.000 habrán de reducirse a 7.000. Mas adelante, podría complementarse la cifra.

De la Junta te doy una referencia completa y detallada en mi carta de ayer.

Piensa en la propuesta de reducir el capital a 20.000 libras. Si no se acepta, Luis dificultará el cobro de las 10.000 y sobre todo, su reparto entre los accionistas.

Pondremos todo empeño en apoyar vuestra peticion de pasaportes.

A este efecto, me permito recordarte que, Alberro dirigió carta a Lizaso, asegurandole que, cobraría con cargo a los fondos provenientes de la Continental. Y, de mantenerse la orden de entrega de 10.000 libras, veo dificil que aquello pueda ser realizado en bastante tiempo.

Tuyo

Londres, 9 de Mayo de 1.940

Sr. Don Eliodoro de la Torre
PARIS

Querido Eliodoro:

Te he cursado el telegrama siguiente:

MARTES DISPONDRE DE SIETE MIL LIBRAS

El asunto que me habeis endosado no es demasiado fácil. Será más fácil, desde luego, quedar mal, que salir airoso.

Olivier, se ha vuelto atrás y no quiere adquirir la Cía. Está dispuesto a vender su participación con una estimación de los dos barcos en £ 45.000-0-0. Afirma que el vendido al Gobierno será pagado en £ 18.000-0-0 cantidad figurada en el seguro y representativa del valor del barco antes de la guerra; y que el que queda, no puede pagarse en mayor suma que £ 20.000-0-0. Por otra parte, sabe que la Cía computa el año con una pérdida de más de £ 4.000.

Luis que me ofreció quedarse con las acciones en las condiciones que ya te he expuesto y que reiteró con posterioridad sus ofrecimientos en presencia de Lizaso, me dice hoy que no le conviene mantenerlos.

En Caja el día primero del cte. había £ 26.000-0-0 según carta escrita en esa fecha, con carácter oficial, dirigida a mi y firmada por Mr. Barnett, uno de los Directores. El día de la Junta esas existencias habían descendido a £ 25.600 en números redondos, según las cuentas presentadas.

Para saber la cantidad que corresponde percibir a Doroteo con cargo a sus acciones, Ortuzar ha sacado la siguiente cuenta: Existencias en caja: £ 25.600. Entregadas a Ziaurítz: este año: £ 5.675. Entregadas a Ziaurítz el año pasado: £ 28.000- De éstas 25.000 lo fueron en aplicación del sistema de anticipos igual para los restantes socios. Pero con relación a 3.000, figuradas ya en el balance del año pasado, no se hizo igual anticipo a

los restantes socios, por lo cual, dicha cantidad debe descontarse de la que ahora vaya a percibir Ziaurítz, regla que es preciso también aplicar a las 5.675 de que este año se ha dispuesto. La cuenta habrá que hacerla pues, añadiendo a las 25.600 de Caja, las £ 3.000 anticipadas el año pasado, sin correspondencia a los demás socios y las 5.675, anticipadas este año en iguales condiciones. De la cantidad total que suman estas 3 partidas, deberá deducirse la de £ 5.000 acordada dejar en Caja. El 62,50% restante corresponde a Doroteo. De este saldo es preciso deducir las dos cifras que suman entre ambas £ 8.675.

Aplicando estas reglas, la cuenta es la que sigue:

Existencia en Caja.	£ 25.600
Cobrado en 1.939 y figurado en el Balance . .	" 3.000
Cobrado este año.	" 5.675
Suma de las 3 partidas. .	£ 34.275
Reservado para Caja	" 5.000
Cantidad a repartir entre los socios.	" 29.275
62,50% correspondiente a Ziaurítz	" 18.296
A deducir las cantidades entregadas	" 8.675
Saldo a percibir por Doroteo. . . .	£ 9.621

En tu carta del 7 que recibo hoy, sólo aparecen cantidades a detraer por valor de £ 5.000. Ortuzar añade £ 675 de este año y 3.000 del año pasado. Una de las partidas integrante de las £ 675, es £ 300 entregadas a esta Delegación. Otras £ 300 entregadas, a no sé quién y unas 3ª de £ 75 también entregadas a alguien. Mientras no me deis la conformidad a estas cuentas, yo tampoco se la he dado a Ortuzar. Haz el obsequio de decirme que hay de todo ello.

Entretanto y con el fin de que se pueda disponer de numerario, he suscrito una carta dirigida a la Cía. pidiéndole a cuenta £ 7.000, en mi presencia ha hablado Luis por teléfono a Cardiff para que sea extendido un cheque por dicha cantidad cuando mañana se reciba en la oficina mi carta. El cheque será enviado a Bournemouth, a donde él se dirige esta tarde. El lo suscribirá allí el sábado y lo pondrá en el correo para que yo lo reciba aqui el lunes. Si no existe algún entorpecimiento, dispondrás pues, el martes próximo del cheque de £ 7.000 a que se refiere el telegrama que te e cursado. Luis me dice que el poder es insuficiente. Que carezco de facultad para pedir anticipos a la Cía. No sé si ésta es idea suya, o se lo ha dicho el Abogado al cual ha visitado, según lo ha confesado él mismo. Yo me he defendido como mejor he podido

y se ha salvado esta dificultad. Pero bueno sería que lo tengas en cuenta, porque no me extrañaría demasiado que vuelva a ser planteada.

Me ha dicho Luis que él no tiene confianza alguna en la firma que mencionas al final de tu carta. Ha añadido, que no está dispuesto a expedir certificaciónes que no resulten de los libros y antecedentes de la Cía. Como yo no sé aún lo que aquellos Srs. van a pedir, me he limitado a oirle. Ya veremos cuando surjan las dificultades, si surgen, cómo las podemos vencer.

Voy a intentar relacionarme con Montagu. He leído varias veces los dos últimos párrafos de tu carta y no me saldré un ápice de tus instrucciones.

En tu carta anterior preguntabas si el Gobierno accedió la propuesta de venta del barco que se quedó. La operación de adquirir el Gobierno aquel barco, no tiene relación alguna con el ofrecimiento precedente. Depende pues, exclusivamente de la aplicación de las disposiciones generales.

Luis me propone antes de redactar el Acta de la Junta General, la reducción del capital a £ 20.000, en lugar de hacerlo a £ 30.000. Dice que siendo el capital de £ 80.000, es número más adecuado el de £ 20.000, que el de 30.000 y permite hacer mejor todas las operaciones, sirviendo por otra parte, más perfectamente vuestras indicaciones. Le he contestado que ya consultaré. Te traslado la propuesta tal y como viene hecha. No necesitas más explicaciones para entenderla.

Espero tus nuevas instrucciones.

Tuyo,

(a mano)

P.S. Supongo que te darás cuenta de que he pedido 7.000 libras, porque es la cifra que él ha indicado, después de estar haciendo números dos horas. Yo le he enviado una minuta escrita, rogándole contestación escrita también.

Eliodoro de la Torre

Paris 8 Mayo 1.940

Sr. Dn. Manuel de Iruxo
L o n d r e s

Amigo Manuel:

Acabo de recibir tu telegrama de ayer, al que contesto con el siguiente, que confirmo y traduzco:

" Recibido telegrama Stop Confirmo carta siete Stop Acepta suma nos
" corresponde espera mi carta seguir instrucciones transmitidas"

No debo ocultarte que me ha sorprendido la diferencia de existencia actual en relación con la cifrada en el Balance. Quisiera que me dieras una referencia de la Junta y alguna explicación de la baja de disponibilidad en cuatro meses.

Escribe hoy Doroteo a Montagu, anunciándole que entregareis allí, para abono en su cuenta, £ diez mil. Hazlo así y comunícamelo por telégrafo.

La Oficina que el Consulado Inglés en Paris tiene abierta en 16 Avenue Hoche, para extensión de pasaportes, tiene ya en tramitación mi petición y la de Alberro, para ir a Londres, a liquidar asuntos en relación con asistencia a refugiados vascos en Inglaterra. Conviene que por los medios a vuestro alcance, intereseis del Home Office, en Londres, la resolución favorable del expediente que llegará allí para sanción.

Un abrazo,

Torre (Cheque) 405

Martes dispondré de ~~un cheque por~~ siete mil libras

11 Av. Marceau

Torre,
11, Avenue Marceau,
PARIS

MARTES DISPONDRE DE SIETE MIL LIBRAS.

Irujo

9th May, 1940.

6 de Mayo

Amigo Eliodoro:

Reitero la mia de ayer.

Luis me dice que, ha hablado con el comprador, sin pasar de conversacion, volviendo a aplazar resoluciones hasta que él trate con el contador oficisl, para conocer el estado de cuentas de la compañia.

Yo le he dicho que, no salga de Londres sin que se arregle la posibilidad de disponer de fondos, aunque no sea de la liquidacion total de lo que, con arreglo a los acuerdos de la Junta, nos correspondan. Le pido tambien detalles escritos de cuenta de caja, anticipos a Doroteo y restantes socios y proyecto suyo de liquidacion de entregas.

Eso no quiere decir que tú no me envies nota de las cantidades de las que Doroteo ha dispuesto, a cuenta de su capital.

Por cierto que, en este momento recibo una nota del Consulado de Francia autorizando mi viaje a esa. Un visado que es mas dificil que sacarle libras a Luis.

Recuerdo -sirva de anecdota, sin comentarios ni trascendencia- que, ayer, en un momento en que estuvimos solos Morgan y yo, refiriendose aquel a mi propuesta de reducir considerablemente los gastos de administracion de la compañia, excesivos sobre manera, comentaba él: "Con treinta libras al mes gobierno yo el barco". Compara con los balances en la mano, la diferencia que va de treinta libras mensuales a lo que cuesta en sueldos, salarios, viajes, etc. Y aunque no fuera 30, sino algunas mas, la diferencia es bien estimable. ¿No crees?

Si no recibo noticias tuyas, yo por de pronto, haré una saca como anticipo o de manera similar, para que puedan disponerse de unos miles de libras, a cuenta del saldo. A fin de dar lugar a recibir tus impresiones, te telegrafié ayer: "Celebrada Junta. Existencias en caja 26.000. Acordado reducir capital a 30.000, dejar caja 5.000, repartiendo resto. Propuesta venta sigue su curso. Ruego instrucciones telegraficas"

Para tu archivo, te incluyo copia de las primeras conversaciones. Las restantes van en los textos de las cartas. Me hubiera gustado mas reservar algo este detalle, pero, peor es su desconocimiento.

Abrazos

Adjunta copia

~~Wa Telegramme~~ 407
" lettre

No. .....

Office Stamp

8

F

POST OFFICE

OVERSEAS TELEGRAM

14 =

Official particulars, including Office of Origin.

LONDON 8 MY 40 C.I.

Received at Central Telegraph Office

9-54 m.

From 10 11

bd

..... m

To .....

7 8 4 = PARIS 12734 22 3 1613

= IRUJO 14 ECCLESTON SQUARE LONDRES

= RECU TELEGRAMME STOP CONFIRME LETTERE

SEPT STOP ACCEPTE SOMME CORRESPONDANTE ATTENDS

MA LETTRE SUIVRE INSTRUCTIONS TRANSMISES

= TORRE =

Nº 77 CENSOR

Telegrams for all countries in the world and radio-telegrams for ships on all seas are accepted at all Postal Telegraph Offices or may be telephoned to the Post Office.

For free repetition of doubtful words telephone NATIONAL 3383. If the telegram was received by telephone DIAL 559. This form and, if possible, the envelope should accompany any written enquiry.

(212651M)—Wt. 16996/P.4499. 18,700 pads—6/39. W. & S. Ltd. 51—4196.

Es copia

408

7-5-40

Querido Manuel, te pido que tu característica diligencia, se ponga al servicio del mandato que has recibido. Son muchas las obligaciones que pesan sobre nosotros y contamos con un rápido ingreso para cumplirlas.

Si las dificultades fueran tales que no se pudiera solucionar el todo, con arreglo a mis deseos e instrucciones, obten de la Compañía, rápidamente, una entrega a cuenta y ponte en relación inmediata con Mrs. Samuel Montagu & Co., 114 Old Broad St. E.C.2, a quienes pasaremos instrucciones por medio de su Agente en Paris, Mr. Roussin, en cuanto me telegrafies cuantía del anticipo o disponibilidad.

LONDON WALL 6464

La relación con Mr. Montagu & Co, habrás de establecerla como Apoderado de Doroteo de Ziaurítz, residente en Francia, 63, Rue des Galons, Meudon (S. et O.), según certificado que te enviaré por un próximo correo. Y la entrega, o entregas que hagas allí, serán para abono en cuenta de Doroteo de Ziaurítz, con fondos de procedencia de su saldo en "Continental Transit Co.", antes del 3 de Setiembre 1.939. Este punto habría de ser certificado por Continental, siguiendo las instrucciones de Montagu & Co.

Puedes figurarte con qué interés espero tus noticias.

Un abrazo,

-ELIODORO DE LA TORRE- (firmado)

Ziaurritz me avisa que va a darme orden de entrega a tu cuenta de 2000 libras el martes próximo. ~~Hay~~ Dígame si tiene alguna instrucción.

TORRE

11, Avenue Marceau,

PARIS

CELEBRADA JUNTA stop EXISTENCIA CAJA VEINTISEIS MIL stop ACORDADO REDUCIR CAPITAL A TREINTA MIL DEJAR CAJA CINCO MIL REPARTIENDO RESTO stop PROPUESTA VENTA SIGUE SU CURSO stop RUEGO INSTRUCCIONES TELEGRAFICAS.

Irujo

Mayo 7, 1940

Eliodoro de la Torre

Paris 7 Mayo 1.940

Sr. Dn. Manuel de Iruxo

L o n d r e s

Amigo Iruxo:

Contesto a tu carta 1ª de Mayo corriente.

Me sorprenden bastante las variaciones de Ortuzar, pues estoy convencido de que oiste bien su proposición de 25000 en el acto y 25000 en 48 horas; y es sensible que después de aceptada, vengan las rectificaciones que nos obliguen a cambiar planes.

Ortuzar no ha entendido, por lo visto, el proyecto A de balance, único del que le mandé directamente una copia.

Se mantiene en el Balance formado, las partidas del Balance oficial, de derechos y de obligaciones, es decir, de Activo yde Pasivo. Pero como se modifica la valoración de los barcos, haciéndola pasar de 26.732 a 50.000, y se rebaja el capital nominal de la Sociedad a 30.000, claro es que la contrapartida de Pasivo, necesaria para nivelar el Balance, de un importe de 14.158, se ha de llamar "Fondo de reserva" o "Plus valía de activo" o cualquier otra apelación que la técnica administrativa aconseja. Así nace, asombrosamente para Ortuzar, el fondo de reserva.

No es exacto, como afirma Ortuzar, que el capital nominal de la Sociedad haya sido rebajado a 40.000. Otra cosa es que los accionistas hayan obtenido diversos préstamos a cuenta de sus participaciones. Esto no debe ser una novedad para Ortuzar, pues que en el Balance que me envió -del que te remito traducción literal- firma él y afirma Bennett, que el capital es de 80.000, aunque los préstamos a accionistas sean de 43.000. Son pequeñas incorrecciones de lectura e interpretación de balances..

Si pues el capital se puede reducir a 30.000 -a menos que disposiciones o dificultades de orden legal se opongan a ello- y los accionistas pueden y deben cancelar los préstamos recibidos, será cierto que la distribución posible alcanza a 77.244-7-7- y nuestra participación en el reparto, efecto del 62´5%, será de 48.277-14-9.

De este nuestro derecho, habría que detraer 30.000, por anticipos obtenidos de la Compañía (25.000 en 20/8; 2.000 en 9/2 y 3.000 en 28/2) y podriamos disponer, como se dice en el proyecto, de 18.277-14-9. Aunque el Balance es a 31 de Diciembre y los dos últimos préstamos son posteriores a esta fecha, los retrotraemos al ejercicio 1939,para cálculo y cancelación.

Eliodoro de la Torre

Me parece muy bien tu decisión de pedir una respuesta escrita a la proposición que has formulado a Ortuzar, no sea que juguemos de nuevo con 25 y 25 verbales. Y en cuanto al proyecto de vender, como él dice, la Sociedad, cuenta con que mi aprobación, a través de tí, llega a sus deseos, si sus promesas de 50.000 se cumplen. O si la aproximación a esta cifra es ya tan grande, que no valga la pena de perder tiempo o de hacer esfuerzos poco eficaces.

Sobre todo, "querido Manuel, te pido que tu característica diligencia se ponga al servicio del mandato que has recibido. Son muchas las obligaciones que pesan sobre nosotros y contamos con un rápido ingreso para cumplirlas.

Si las dificultades fueran tales que no se pudiera solucionar el todo, con arreglo a mis deseos e instrucciones, obtén de la Compañía, rápidamente, una entrega a cuenta y ponte en relación inmediata con Mrs. Samuel Montagu & Cº, 114 Old Broad Street, E.C.2, a quienes pasaremos instrucciones por medio de su Agente en Paris, Mr. Roussin, en cuanto me telegrafíes cuantía del anticipo o disponibilidad.

La relación con Mr. Montagu & Cº, habrás de establecerla como apoderado de Doroteo de Ziaurriz, residente en Francia, 63, Rue des Galons, Meudon (S.& O), segun certificado que te enviaré por un proximo correo. Y la entrega o entregas que allí hagas, serán para abono en cuenta de Doroteo de Ziaurriz, con fondos de procedencia de su saldo en "Continental Transit Cº", antes del 3 de Septiembre 1.939. Este punto habria de ser certificado por Continental, siguiendo las instrucciones de Montagu & Cº.

Puedes figurarte con qué interés espero tus noticias."

Un abrazo,

Eliodoro de la Torre

7 de Mayo

Amigo Eliodoro: Acabo de terminar la Junta General de la Continental. Paso a darte cuenta.

De 10 a 12 he tenido una larga entrevista personal con Ortuzar, al que he planteado los temas, siguiendo tus instrucciones.

"Reduccion del capital social a 30.000". Me contesta: "No puede ser. Lo prohibe la Ley. Es precisa una aprobacion dificil y engorrosa. No tiene obgeto. No se gana nada. Es una complicacion inutil."

"Revalorizacion a 50.000". Me dice: "Tampoco puede ser, por las mismas razones que se dan antes. Además: Yo no esroy dispuesto a moverme al dictado de nadie. La sociedad se fundó para que yo la manejara. Así continuaré. Si creyera que, lo que se me propone es algo util o conveniente, lo aceptaría sin dudar. Pero, una habilidad bancaria no me hace ninguna falta y aun me estorba."

"Distribucion del saldo, reduciendo la caja a 5.000". Añade: "Existe un refran ingles que dice que, para echar a pique una compañía, no hay mas que funcionar con poco capital. Yo comprendo sus razones. Comparto sus deseos. Pero, debo defender la sociedad. Eso que Vd. pretende no puede ser. Si la compañia tiene una quiebra, andaría mal para mantenerse". Pensandolo mejor, acepta el razonamiento de que, puede disponerse del impotte del buque vendido y se pone en plan de aceptar la propuesta. Pero, surje la dificultad de los anticipos hechos, que es preciso descontar. Llega en este aspecto a disponerse a que, los ultimos prestamos, unas 5.600 libras, se dejen sin descuento, pero, nada se concreta en definitiva.

"Prestamos" - Citas la cifra de 30.000. El dice que no es así. Que son mas. No me ha dado seguridad. Ni con posterioridad ha habido ocasion de concretar la cifra. YA ME HUBIERA GUSTADO QUE TU ME LO HUBIERAS DICHO CON EXAVTITUD: CONSTE. Yo pido por escrito un extracto de la cuenta, pero, te agradeceré que me la envíes.

"Caja" - En la actualidad es de 26.000 libras. Todos los calculos que se hagan, han de moverse sobre esa cifra tope. Han sido pagados gastos, contribuciones, arreglos, sueldos y anticipos hechos a vuestra cuenta, despues de Diciembre, los cuales, hanv reducido el saldo a la cantidad indicada.

"Venta" - Hay un ofrecimiento: Mr. Olivier. Las conversaciones estan pendientes, sobre la base de libra y media por libra de capital, con descuento de los anticipos hechos y capitalizacion de los

barcos en 60.000 libras. Sobre esa base ofreció Olivier vender su parte. Sobre la mista Ortuzar hizo el ofrecimiento de la compañía. Aun está dispuesto a hacer una rebaja considerable, llegando a capitalizar los barcos en 50 en lugar de que lo sean en 60.000. En mi presencia le ha llamado al telefono. Olivier no ha decidido aun. Llamará a las cinco de la tarde.

"Junta" - Convenimos en que yo vuelva a plantear en la Junta el tema del balance, en el que no cejo. Comprendo que le molesta, pero, procuro envolver el problema en palabras amables. Despues de oirle, he podido contarle lo que Landaburu suele referir del oficio a que se dedicaba una criada a la que su tio -un castizo riojano- encontró en Logroño. Estaba allí "hiciendo de p....", oficio bastante similar al que yo servía.

"Poder" - Resulta que está inhábilmente redactado. Debió hacer la mencion de representar intereses de los refugiados, motivo supremo que fué empleado para huir de ciertas tasas conocidas, que, en atencion a eso precisamente, no fueron aplicadas.

Despues de darle muchas vueltas al tema y de recordarle yo sus ofrecimientos anteriores, hemos ido a la Junta, advirtiendome él que, Morgan figura como Director por puro afecto personal y que, si insisto en soluciones de contabilidad que le violenten, dimitirá el cargo y se negará a continuar. Confieso que, la posibilidad del hecho me ha dejado bastante disminuido. Dada la situacion de la compañía y la nuestra, no estamos en plan de empezar con dimisiones. Por otra parte, yo se lo que significa en Inglaterra un nombre de cierto prestigio al frente de una compañía. He vuelto a acordarme una vez mas del cuento de Landaburu.

A las 3,30 se reune la Junta.

Acuerdos:

Reduccion del capital social a 30.000 - Morgan ha defendido mi propuesta, como de sentido comun y así se ha acordado; si bien, no se hace constar en el acta de hoy, en atencion a la propuesta pendiente de Olivier, que conviene tramitar sin tocar las cifras de capital, para evitar dificultades.

Revalorizacion - Morgan se ha opuesto, por iguales motivos que Ortuzar y de modo singular por un sentido general de seriedad: He cedido.

Distribucion del saldo, dejando 5.000 - Morgan ha vuelto a apoyar con decision la propuesta, unica razonable segun él. Así se ha acordado.

Venta - Morgan la ha apoyado con toda decision. Olivier habló con el Sr Roberts, Secretario de la Sociedad, presente. Pareció interesado en el asunto. Le habló de una formula de aplazar la fijacion de cantidad líquida hasta que el Gobierno liquide. Morgan se ha opuesto totalmente a dejar nada pendiente con Olivier.

Pago Almacenado rabioso. En el precio, estirarse lo necesario para concertar la venta. Es momento de hacer libras, no de retener buques, sobre todo como el que tiene la compañía. Así se ha acordado. Yo he tenido en cuenta tus autorizaciones y la impresion que me da Ortuzar con su primitivo ofrecimiento. Ortuzar es acerrimo partidario de la venta tambien.

Buque vendido - El Gobierno entrega cantidades a cuenta de los buques que adquirió y no ha pagado. Los armadores toman esas cantidades. Ortuzar no ha querido tomar la cantidad que le correspondia, por entender que, con ello se obliga, creyendo preferible estar pendiente de cobro la totalidad. Ni Morgan ni yo entendemos la razon de Ortuzar. Ayer hablé con Aqueche, que ha vendido otro barco al Gobierno, como nosotros y ha cobrado a cuenta 13.000 libras. Me dió noticias de varios armadores, que han cobrado tambien el anticipo. Aqueche opinaba que, la cantidad ahora entregada significa algo así como el cincuenta por ciento del valor del buque. Morgan cree por el contrario que, el valor del buque adquirido en compra por el Gobierno será el que figuraba en la poliza de seguros -en nuestro caso 18.000 libras-. Esto lo cree Morgan con seguridad. Ortuzar se revuelve contra ese supuesto, sin motivo concreto. Nada se acuerda sobre el particular, hasta ver lo que se hace con Olivier.

Economías - Por indicacion de Ortuzar he propuesto que se pode la fronda que cuesta la administracion de un buque. Así se acuerda, dejando a Ortuzar la aplicacion del acuerdo.

Olivier - En mi presencia, se han citado para esta noche Olivier y Ortuzar. Morgan se ha ofrecido para asistir a la conferencia, pero, entendiendo que es preferible que no actue él, para dar mas libertad al comprador. Mañana me transmitirá Ortuzar el acuerdo a que lleguen o los terminos de la conversacion. Luis no cree aun en la efectividad de la operacion, aunque la desea fervientemente.

Ofrecimiento Ortuzar - Ha vuelto a decirme que, en ultimo caso y si no hay otro mejor, hablará del suyo. Parece dispuesto a ir personalmente ahí para tratar el asunto. No he insistido mucho en el tema, porque, el ofrecimiento de Olivier es preferible a mi parecer, despues de los varios informes que estos dias recojo sobre el particular

Situacion de Zabala - Sin ir a buscar la informacion, pero, hablando de barcos, me encuentro con la noticia de que Don Constan se encuentra apurado, pide dinero y su cuñado está en la situacion que puedes figurarte, pues no puede enviarselo, aunque lo tiene en cuenta. Te lo digo por si tu crees que Olazabal pudiera facilitarle la solucion. No explayo el medio, que tu conoces bien. Si crees que no debes intervenir en el asunto, da por no puestas estas lineas.

Disponibilidades - Si el acuerdo sirve para algo, podrá disponerse de 21.000 para el reparto. Si no se descuentan cantidades recibidas por Doroteo, que los restantes socios no recibieron, podran ser unas 13.000 las que queden a tu disposicion. En todo caso, espero instrucciones. No necesitas darme muchas explicaciones. ¿Entiendes? Pero, dime que he de hacer, a no ser que Ortuzar tenga instrucciones directas.

412

Eliodoro de la Torre
Entreprises.

Paris, 3 de Mayo de 1.940.

Sr. D. Manuel de Irujo.

Londres.

Querido amigo: Ayer dia 2 te envié un telegrama que decia: Rectifico mi último telegrama. Acepto integra proposición transmitida carta veinticinco. Procura mejorar. Torre.

Mi deseo, al enviarte mi anterior telegrama, era el de personalmente hablar contigo antes de decidir sobre la liquidación definitiva y obtener lo mas posible. Di cuenta al Lendakari y Leizaola de la correspondencia y telegramas, estimando aquellos que mas vale pájaro en mano que las libras en poder del prójimo, por lo que , no atreviéndome solo a correr el albur, sumé mi decisión a la de ellos, enviándote el telegrama que arriba confirmo.

Para tu gobierno debo decirte que tengo pendientes los susbidios a personas calificadas correspondientes al periodo 15 de Febrero al 15 de Marzo y para quedar medianamente bien con ellos, por que bien del todo ya no es posible, espero tus noticias.

Espero me entiendas,mas por lo que callo que por lo que digo, como tu sueles decir.

Un abrazo

Eliodoro de la Torre

1 de Mayo

Amigo Eliodoro: Vamos con la Continental y sus asuntos.

El 25 pdo te puse unas letras, trasladandote algunos de los extremos de las manifestaciones del amigo Ortuzar, que yo me limité a oir, ya que, en el entierro no tenía vela, hasta aquel momento.

De aquellas manifestaciones tomé nota en el mismo momento en que me fueron hechas. Tengo pues la absoluta seguridad de su exactitud, por lo cual, las reitero.

Al recibir el poder e instrucciones, apreció una diferencia esencial en la cantidad liquida, de la que podía disponerse, a decir de Ortuzar, motivo por el cual, te cursé seguídamente un telegrama, reiterandolo en carta, ambos de fecha 29 pdo, que tambien confirmo. Al propio tiempo que a ti, me dirijí a Ortuzar, enviandole la carta oficial, fechada el 24 pdo y la formula A, ambas en copia. Le rogaba que, no diera cuenta de esta proposicion, hasta conocer yo su criterio personal -el de Ortuzar-. Lo hice con el fin de tener ocasion de recibir contestacion a mi telegrama dirigido a ti.

En mi poder tu telegrama y como Luis no me llamaba, le he telefoneado yo. Ha salido al aparato Aqueche, que me ha reiterado su promesa de enviarme el texto de los dos decretos sobre requisa y venta de barcos, a los que en mi carta del 25 aludo. Como nada me dijera de mi carta y de vuestra propuesta, se lo he preguntado yo, contestandome que, no tenía noticia de ello.

Luis me ha dicho en terminos concretos lo siguiente: "El capital es de 40.000 libras. ¿Quiere Vd decirme porqué ha de rebajarse a 30.000 y que finalidad se persigue con tal pretension? El año pasado, a instancia mia, se rebajó de 80 a 40.000. Habia como excusa la devolucion del capital a los socios. Hoy, con las nuevas disposiciones reguladoras, presumo que no podrá acometerse tal rebaja. Desde luego, no podrá irse a ella, sin aprobacion por los organismos oficiales del balance, lo cual es una complicacion, mucho mas cuanto que, posiblemente, tal rebaja se deniegue. Se da como fondos de reserva 14.158 libras. ¿De donde se deduce esa cifra? . Se pretende percibir en efectivo 18.277 libras. Existen en caja, en 31 de Diciembre, 39.244 libras. Habria que dejar siquiera unas 5.000 para cubrir eventualidades. Quedarian pues unas 35.000. El 62,5 p% son 21.875, de las cuales, han percibido ya 8.000. Queda pues un saldo maximo de 13.875. ¿De donde pueden sacarse esas 18.277?"

Yo con tu carta confidencial a la vista y poniendo en juego mi mejor semtido, he ido contestando, hasta donde podia, a sus

razones. En cuanto a la cantidad liquida para poder disponer, le he repetido sus propias palabras, a las que antes me refiero, fijando en unas 25.000 libras las que pudieran ser entregadas en 24 horas y otras 25.000 en 48 si era aceptada su propuesta. Como él rectificara su anterior informacion -que es exacta, tal y como yo la di y la reitero-, yo le he preguntado lisa y llanamente cual es la situacion de caja el dia de hoy. Ha dejado el aparato, al cual ha vuelto a los varios minutos, para decirme que, no era posible darmela, sin hacer algunas operaciones, por lo cual, me la daría cuando se terminaran. En su vista le he rogado que me conteste por escrito a todos los terminos de tu carta y propuesta, añadiendome ademas si, con relacion a la caja de hoy, puede adicionarse alguna cantidad mas a las entregas derivadas del balance de fin de año. Así ha prometido hacerlo.

Con la conversacion anterior ha mezclado su proposito, con silueta de decisión, de vender la compañía. Yo le he dicho que, muy conformes, admitiremos propuestas y las estudiaremos, pero que, todo ello sería después de celebrar la Junta, adoptar los acuerdos y ejecutarlos. El insiste en la posibilidad de anticipar la venta, añadiendo que, hoy mismo ha hecho una gestion en tal sentido, porque está cansado, etc. Entonces le he planteado la necesidad de un termino inmediato para celebrar la Junta.

Respecto de esta formalidad, en sus anteriores informes, la dió como cosa facil, pudiendose despachar en horas. Como hoy me hablara de la semana que viene como fecha posible, le he apremiado con el fin de que, no se demore durante mas tiempo. El me ha dicho entonces que, requiere algun tiempo convocar a los socios restantes; pero que, lo hará y estará en Londres el lunes para tratar de todo.

Mi impresion es la de que no podrá ser aprobado el balance A ni el B; y que, las 25.000 de que antes me habló y las 18.000 de tu proyecto, quedarán reducidas a 13.000, si es que llegan. Algo entre dientes, he creido entenderle que, él tambien ha recibido de vosotros la carta y la formula (A) que yo le remití. Pero, repito, ha sido cosa dicha con ese sistema caracteristico que Ortuzar tiene de deslizar sin importancia algunas frases. Yo no he querido pedirle sobre ese extremo aclaracion, pero, me agradaría saber si, en efecto, le habeis escrito directamente, enviandole una o las dos formulas. Yo de la segunda no le he dicho una palabra, hasta no defender las trincheras que permita la primera, siguiendo tus instrucciones.

Tuyo

Juan

F

POST OFFICE

OVERSEAS TELEGRAM

No. 414 0627

Office Stamp

LONDON S.W.10
25 APR 40

Received at Central Telegraph Office, ... m.

From .....

Official particulars, including Office of Origin.

..... m

To .....

149 PARIS 32634 31 29 1535=

IRUJO 14 ECCLESTON SQUARE LONDRES=

= CONFIRMONS LETTRE VINGT CINQ PROCURATION NOTARIELLE STOP RECU.LETTRE VINGT CINQ STOP TACHE OBTENIR SUR EXERCICE MAXIMUM POSSIBLE STOP SUIVONS DEMARCHES VOYAGE POUR FAIRE LIQUIDATION= TORRE=

Telegrams for all countries in the world and radio-telegrams for ships on all seas are accepted at all Postal Telegraph Offices or may be telephoned to the Post Office.

No 73
CENSOR

14= 0

For free repetition of doubtful words telephone NATIONAL 3383. If the telegram was received by telephone DIAL 559. This form and, if possible, the envelope should accompany any written enquiry.

(21:651M)—Wt. 16996/P.4499. 18,700 pads—6/39. W. & S. Ltd. 51—4196.

F

2 May

Received at
Central Telegraph Office,
3.25 p
m.

From Porro

No. 1015 415

Office Stamp

LONDON S.W.1(
2 MAY 40

POST OFFICE

OVERSEAS TELEGRAM

Official particulars, including Office of Origin.

m

To

206 PARIS 45634 21 1156 LE 1er =

= IRUJO 14 ECCLESTON SQUARE LONDRES =

RECTIFIE MON DERNIER TELEGRAMME STOP

ACCEPTE INTEGRE PROPOSITION TRANSMISE LETTRE

VINGT CINQ STOP TACHES AMELIORER = TORRE =

=(14)=

Nº 26
CENSOR

Telegrams for all countries in the world and radio-telegrams for ships on all seas are accepted at all Postal Telegraph Offices or may be telephoned to the Post Office.

For free repetition of doubtful words telephone NATIONAL 3383. If the telegram was received by telephone DIAL 559. This form and, if possible, the envelope should accompany any written enquiry.

(212651M.—Wt. 16936/P.4499. 13,700 pads—6/39. W. & S. Ltd. 51—4195.

TORRE

11, Avenue Marceau,

PARIS

RECEIVED DOCUMENT stop PROPOSE FORMULA A stop PLEASE WIRE IF ACCORDING TO LINES MY LETTER 25TH. ANY CHANGE SHOULD BE MADE.

Irujo April 29, 1940

29 de Abril

Querido Eliodoro:

Recibo la tuya 25, la oficial del 24, copias de las dos formulas y el poder.

Me dirijo a Ortuzar, para que estudie la propuesta, facilite la aceptacion y convoque la Junta. Le envio exclusívamente la formula A, siguiendo tus instrucciones concretas.

Con relacion a la tuya 25 me ocurren algunas observaciones, sugeridas a su simple lectura.

Das como recibidas 30.000 Ortuzar me ha reiteradamente dado la cifra de unas 50.000 por todos conceptos. Me gustaría conocer tus informes sobre este punto.

Te propones recibir liquidas, a titulo de dividendo, unas 19.000. El me ha ofrecido unas 25.000. Me convendria saber tu deseo, a la vista de aquel ofrecimiento.

El Gobierno Ingles ha dictado dos Decretos, sobre el particular. En uno de ellos, de primeros de Septiembre, ordenando la requisa, afirma como precio el que tenian las unidades antes de la guerra. En el otro, regula las ventas, facultando el percibo de la cantidad que valia el buque antes de la guerra, y reteniendo el resto, con cuyo numerario faculta para su inversion en otro barco, pero no para su reparto como dividendo. Ortuzar y Aqueche me han prometido los textos de ambos Decretos, que yo conozco tan solo por referencia de aquellos.

Así bien, el Gobierno entrega cantidades a cuenta de los buques incautados. Ortuzar me ha citado la cifra de hasta unas 10.000 £, pero, cree inconveniente la operacion, porque, cree que, con ello, deja el armador de tener motivo de pedir la liquidacion y finiquito del barco.

Segun los mismos, existe proyecto de gestionar que, los importes adeudados puedan servir de base para su negociacion, pero, sobre ello no existe nada resuelto: así al menos me han informado. Espero confrontar esos informes con textos hasta donde sea posible

Ortuzar ha ofrecido su participacion y la tuya a Olivier. Este le ofreció primero la suya. Y él aprovechó el momento para el ofrecimiento, fundandose en que, no tenia fondos, etc.

Así mismo, aprovechó otro momento para hacer el ofrecimiento integro de la compañiá a persona distinta, cuyo nombre no me ha citado. Cree que, minguno de ambos aceptará.

El preferiría vender todo a quedarse él con la empresa: así al menos me lo ha dicho. Pero, si no hay otro comprador, está dispuesto a llevar a cabo la formula que ya te trasladé en mi carta del 25.

Estas explicaciones no pretenden rectificar tu criterio, sino aclarar situacion. Por lo demás, no tan solo no me molesta, sino que, por el contrario, me congratula mucho, recibir instrucciones claras y terminantes. Al pan pan, y al vino vino. Así es como nos arreglaremos bien.

Como tu carta se habia cruzado con dos mias -del 25 y 27-, he creido oportuno ponerte el telegrama que presumo habras recibido y cuyo texto castellano reza: "Recibido poder. Propongo formula A. Telegrafiame si de acuerdo con los terminos de mi carta del 25 ha de hacerse algun cambio".

Si no recibo nuevas tuyas, mañana llamaré a Ortuzar por teléfono, dandole tiempo a que haya recibido mi carta, con el fin de que sean convocada seguidamente la Junta General, en la cual, seguiré tus instrucciones, procurando no salirme de ellas, hasta donde sea posible y prudente.

Abrazos

Juan

Paris 25 de Abril de 1940

Eliodoro de la Torre

Sr. Dn. Manuel de Irujo

14, Eccleston Square

LONDON S.W.I.

Querido amigo:

Hace ya mucho tiempo la Continental Transit viene retrasando la celebracion de su Junta General en espera de que alguno de nosotros pueda trasladarse a Londres, pero en la imposibilidad de hacerlo, me he tomado la libertad de utilizar tu nombre para que nos representes en aquella Junta.

Varias veces hemos hablado con el Sr. Ortuzar de la conveniencia de liquidar dicha Compania, o de conservarla viva, si asi estimaban oportuno, con una £ de capital, para el futuro, devolviendo a los accionistas sus aportaciones y las utilidades que se hubieran obtenido.

Esto deciamos cuando suponiamos habia sido vendido el ultimo barco perteneciente a dicha compania, a principio de año.

Despues nos informan que el Gobierno Ingles no ha pagado todavia uno de los barcos que aceptó y que ni siquiera ha senalado el precio que satisfará, y que tambien dicho Gobierno Ingles ha anulado la venta de nuestro ultimo barco y cuya venta aparecia anotada en aquel recorte de periodico que me enviaste.

Siendo esta la situacion de la Compania, no podemos pensar en disolverla, y si unicamente en repartir un dividendo, al objeto de que con la participacion que a nosotros corresponda, poder seguir atendiendo por ahora a nuestros servicios.

En la carta que te adjunto, fecha de ayer, y que pudieramos considerar oficial, se hacen constar las proposiciones que deseamos presentar a los participes de dicha Compania en la Junta General.

Ante ellos proponemos reducir el capital social a £. 30.000 por estimar es suficiente en los momentos actuales.

Hacemos constar la revalorizacion de los 2 barcos, propiedad de la compañia, en £. 50.000, que en el balance actual lo estan en £. 26.732 -9 -3.

Estimamos justa y adecuada esta revalorizacion, porque si el ultimo barco cuya venta fué anulada, habia sido aceptado en £. 25.000, y el que está al servicio del Gobierno Ingles, sin que todavia lo hayamos cobrado, es mejor que aquel, no tiene nada de particular que estimemos ambos barcos en £. 50.000.

Con ambas modificaciones llegamos a un total de disponibilidades de £ 77.244 -7- 7, que proponemos sea repartido.

Eliodoro de la Torre

Sr. Dn. Manuel de Irujo, nº 2

Como a cuenta de dicha cantidad se han hecho anticipos a los accionistas por £ 43.000, (a nosotros 30.000) quedan por repartir £. 34.244 -7 -7, de las que nos corresponden £.18.267-14 -9.

Nos parece lógico sea cancelada totalmente la partida"anticipos a accionistas", cuando sea repartido un dividendo, porque creo habria de parecer mal que los participes retiraramos la cantidad que nos correspondiera, dejando una deuda en los libros de la Compania.

El Balance resultante, despues de dichas modificaciones va detallado en la misma carta, y confio ha de parecer bien a los demas participes, porque dejamos en Caja, para movimiento £. 5?000, y el fondo de reserva continua valorado en 14.158 -9 -8, o sea que contra un activo de £ 60.839 -8 -3, no queda mas pasivo que £. 16.680 -18 -7.

Confio en que la tesis nuestra será aceptada, pero si asi no fuera, e insistieran esos participes en mantener la valoracion actual de los barcos, porque estimaran mas beneficioso en el orden tributario, conservar contabilizados los barcos en dicho precio, acompañamos la propuesta B) de reduccion de capital a £, 30.000, manteniendo el valor actual de los barcos.

En este caso dejamos igual que en el anterior, £, 5.000 para movimiento, y de los "anticipos a los accionistas" hacemos unicamente un reintegro parcial, dejando un saldo deudor de £, 10.000, y el fondo de reserva queda reducido a £, 890 -18 -11.

De esta forma resulta, como a continuacion del mismo balance se explica, que hechas las distribuciones correspondientes nos corresponde percibir £, 19.004 -9 -3.

De ser posible, y no haber en ello inconveniente mayor, preferimos la formula A), porque entendemos poco correcto mantener en el Balance unos "anticipos a accionistas", aunque estos se hayan reducido en un 75%, cuando esos mismos accionistas retiran una parte importante del capital y beneficio social.

Te agradecere no enseñes la formula B) sino despues de haber reñido una batalla en defensa de la A).

La Compania ha vendido al Gobierno Ingles un barco y de ello no tiene comprobante alguno ni promesa de pago.

No es que yo dude ni por un momento que el Gobierno Ingles deje de atender sus compromisos, pero muy bien pudiera ocurrir que a dicho Gobierno le convenga un plazo largo y pudiera sernos interesante un titulo, algo, que nos permita obtener de un Banco, cantidades a cuenta del credito que tenemos contra el Gobierno por adquisicion de aquel barco.

Algunos dicen que el Gobierno pagara el precio que ese barco tenia, antes de iniciarse las hostilidades.

Eliodoro de la Torre

Sr. Dn. Manuel de Irujo, nº 3

Debo advertirte a este respecto, que, cuando dicho Gobierno recomendó a los Armadores que deseaban vender sus barcos, hicieran las ofertas al Departamento correspondiente, la Continental ofreció sus barcos señalando aquel precio a que estaban dispuestos a venderlos, al Gobierno o a particulares, y desde luego dando la preferencia en ese orden al Gobierno.

Este eligió uno de los ofrecidos, se quedo con él, y logicamente hemos de suponer que lo aceptaba en el precio ofrecido, puesto que no hizo ninguna advertencia en contra y por lo tanto ahora, sino pagarlo, cuando menos nos dará un documento que acredite nuestro credito contra dicho Gobierno, para poder pignorarlo en cualquier banco y obtener de esta forma por anticipado, sino todo, una parte importante de nuestro credito contra el mismo.

Libre de toda intervención nos queda otro barco que lo vendiamos en libras 25.000, pero el Gobierno acordo la anulacion de aquella venta.

Nosotros no tenemos interes en continuar formando parte de dicha Sociedad, y seguimos siendo partidarios de la venta de este barco, pero si por cualquier circunstancia especial, interesa a los demas participes la adquisicion de nuestras acciones, gustosos recibiriamos cualquier propuesta, que estudiariamos, decidiendo seguidamente.

Te ruego, estudies bien todas nuestras propuestas y las lleves por el orden indicado, y para ello te envio cada una en nota separada, y no trates, ni des cuenta de ninguna de ellas, sin haber sido rechazado totalmente en la anterior.

Esto en cuanto se refiere a las formulas A), y B). En cuanto al "titulo base de posible credito", debera ser tratada despues de aprobada alguna de las 2 anteriores, y en cuanto a la "cesion total de nuestra participacion", debera ser tratada a continuacion de celebrada la Junta General y como cambio de impresion con aquellos señores, mas bien como idea particular tuya, como conocedor que eres de nuestro proposito, a este respecto, para el futuro.

Perdona amigo Manolo si detallo con exceso estas instrucciones, y no creas con ello que pretendo ni por un momento darte lecciones de tipo mercantil. Ya sé que has sido Consejero de varias empresas, y Consejero de los de verdad, de los que actuaban en las mismas, representando dinero propio y por lo tanto las proposiciones que en cualquiera de aquellos casos hacias, lo eran con plena responsabilidad y con cargo a tu autentica participacion.

Eliodoro de la Torre

Sr. Dn. Manuel de Irujo, nº 4

En el caso actual, si fueran intereses mios particulares, me limitaria a darte una impresion de mis deseos y dejaria a tu buen criterio la resolucion del asunto, en la seguridad de que lo habias de defender mucho mejor que lo pudiera hacer yo, pero como se trata de dinero perteneciente a menores, porque como tales debemos de calificar a nuestros compatriotas, y mucho mas en los momentos actuales, toda aclaracion y cuidado en defensa de los mismos me parece poca.

Si sales con bien de esta empresa y puedes comunicarme buenas noticias, que te ruego sean telegraficas, te daré un abrazo muy fuerte cuando vengas a Paris.

Tu afectisimo amigo.

Eliodoro de la Torre

E. de la Torre.

Eliodoro de la Torre

Paris 24 Abril 1.940

Entreprises

Sr. Dn. Manuel de Irujo

Londres

Mi querido amigo:

Hace algun tiempo vengo gestionando el permiso necesario para trasladarme a Londres y asistir a la Junta General de la Continental Transit, sin que hasta el presente haya obtenido éxito en mis gestiones.

Nuestra situación económica no nos permite esperar más tiempo y por ello, me he tomado la libertad de pedir a Doroteo de Ziaúritz, a nombre de quien está la participación del 62´5% en la Continental Transit, confiera poder a tu nombre para que asistas a la Junta General de dicha Compañía y en ella, manifiestes lo siguiente:

1º- Aprobación del Balance presentado.

2º- Reducción del capital social a £ 30.000

3º- Revalorización de los dos barcos propiedad de la Compañía, en £ 50.000.

4º- Distribución por los conceptos correspondientes de beneficios y devolución de capital, y conforme a la participación de cada uno, de la suma de £ 77.244-7-7, que proceden: de Caja, £ 34.244-7-7 y de "Antiticpos a accionistas",£ 43.000.

5º- Tomados estos acuerdos, el Balance resultante será el siguiente:

ACTIVO		PASIVO	
Caja y Bancos.....	£ 5.000	Capital.....	£ 30.000
Barcos.....	50.000	Acreedores.....	5.612-10-8
Deudores.....	4.297-15-3	Reserva pericial	2.482-4-11
Cta.averias.....	1.541-13-0	" impuestos..	8.586-3- 0
		Fondo reserva...	14.158-9- 8
	£60.839- 8-3		£ 60.839-8- 3

6º- Realizadas estas operaciones, nos corresponde, por nuestra participación del 62´5% en la Compañía, sobre las ----- £ 77.244-7-7, acordadas devolver, £ 48.277-14-9, y deducidas de éstas las £ 30.000 recibidas anteriormente en concepto de anticipo, resultan £ 18.277-14-9, líquido a nuestro favor, que recibirás e invertirás de acuerdo con instrucciones que enviaremos.

Un abrazo,

Eliodoro de la Torre

A

Propuesta de reducción del capital de la "Continental Transit" a £ 30.000, revalorando los barcos existentes.

o o o o o o o o

Proyecto de Balance

ACTIVO		PASIVO	
Caja y Bancos.....	5.000- 0- 0	Capital.....	30.000- 0- 0
Barcos.....	50.000- 0- 0	Acreedores.....	5.612-10- 8
Deudores.....	4.297-15- 3	Reserva pericial.....	2.482- 4-11
Cuenta de averias....	1.541-13- 0	" impuestos.....	8.586- 3- 0
		Fondo de reserva.....	14.158- 9- 8
	60.839- 8- 3		60.839- 8- 3

Eliminaciones del Balance oficial, a distribuir:

Anticipos....	43.000	= 77.244-7-7	62'5%=	48.277-14- 9
Caja.....	34.244-7-7		37'5%=	28.966-12-10

o o o o o o o

N/participación en la distribución.....	48.277-14-9
A descontar anticipos.....	30.000- 0-0
Líquido disponible.....	18.277-14-9

Paris Abril 1.940

B

Proyecto de Balance

ACTIVO			PASIVO	
Caja y Bancos		5.000-0-0	Capital	30.000-0-0
Cuenta de averías		1.541-13-0	Acreedores	5.612-10-8
Deudores		4.297-15-3	Reserva pericial	2.482-4-11
Barcos		26.732-9-3	id. impuestos	8.586-3-0
Anticipos accionistas:			Fondo de reserva	890-18-11
Ziaufitz	6.976-14-6			
Otros	3.023-5-6	10.000-0-0		
		47.571-17-6		47-571-17-6

Eliminación del
Balance oficial,
a distribuír:

Anticipos	33.000	= 67.244-7-7	62,5% =	42.027-14-9
Caja	34.244-7-7		37,5% =	25.216-12-10

-o-

N/participación en la distribución	£ 42.027-14-9
Amortización de n/anticipos	£ 23.023-5-6
Líquido disponible	£ 19.004-9-3

Paris, Abril 1.940

27 de Abril

Amigo Eliodoro:

Te incluyo copia de carta que recibo del Sr. Gil. La traduzco por un avisito. Teme que nos quedemos sin él si tardamos en decidirnos. Lo advierto leálmente.

Ortuzar ha vuelto a Cardiff. Ha hecho dos ofrecimientos de la Compañía, en buenas condiciones. Espera contestacion. Yo sigo sin noticias vuestras. Así, con todas sus letras, he vuelto a repetírselo hoy, cuando ha estado a despedirse.

Presumo que habrás recibido mi anterior sebre este ultimo tema y mis dos anteriores en relacion con el Sr Gil. Me gustaría saber si en efecto obran en tu poder.

Tuyo

Fdo.

Adjunto copia

25-4-40

Amigo Eliodoro:

El sabado, 20, Ortuzar me llamó desde Cardiff, para decirme que, habia sido nombrado apoderado de Ziaurritz en la Continental Transit. Me leyó un telegrama recibido, que rezaba así. Me anunció su proximo viaje a este para entrevistarse conmigo y ponerme en antecedentes.

El lunes 22 me envió copia de carta dirigida por él a Ziaurritz, fechada el 20, sobre el anterior motivo.

El martes me llamó al hotel. Estaba con Aquesche. Me hizo una larga relacion. La oí. He tomado nota de todo su contenido. Creo preferible y mas discreto no reproducirlo. Pero, está a tu disposicion. Voy a trasladarte lo que estimo mas esencial y cuya noticia quizá te convenga conocer.

El barco que resta es un cacharro indecente. La empresa pierde dinero. No hay quien compre las acciones que te interesa vender. Si estuviera aquí el poder, en 24 horas podrias disponer de 25.000 Libras. El está dispuesto a quedarse con vuestras acciones por otras 25.000, entregadas en 48 horas, quedando obligado a una entrega posterior de la mitad de los beneficios que tales acciones obtuvieran en lo sucesivo, en el caso de obtenerse beneficios, y siendo de su cuenta la perdida que pudiera sobrevenir, si tal sucediere. Son pues un total de 50.000. Afirma que ha entregado ya otras tantas. Por el barco vendido y no cobrado, podria tal vez pedirse "a cuenta" hasta 10.000 libras, operacion que reputa inconveniente. Me entrega el balance de fin de año y me promete los textos de los decretos alusivos al caso.

Yo, vuelvo a referirte, lo he oido y nada mas. Yo no se nada de nada. Nadie, fuera de él me habló de poder jamás. No me es suficiente con que él me diga que tiene un telegrama.

El tema tiene la importancia suficiente como para no pasarlo por alto. Quiero que sepas lo sucedido. Y nada mas.

Tuyo

Manuel

Charges to pay

____s.____d.

RECEIVED
Central Telegraph
Office, E.C.1.

2/6

____m

No. 423

OFFICE STAMP

0433

POST OFFICE TELEGRAM

Prefix. Time handed in. Office of Origin and Service Instructions. Words.

17

____m

From OPN

To

417 1.26 OXFORD T 22

IRUJO BASQUE DELGATION 7 HOBART PLACE LONDON

= DOCUMENTS WITH LEVINSON STOP LOOK FORWARD SEEING YOU IN WEEK STOP BOOK GOING WELL WILL ** ~~7 IRUJO~~ **

For free repetition of doubtful words telephone "TELEGRAMS ENQUIRY" or call, with this form at office of delivery. Other enquiries should be accompanied by this form and, if possible, the envelope.

B or C / C

Continental Transit Liquidation 3rd February, 1941

I suggest that if this Company is put into liquidation, and the liquidator is appointed by Mr. Ortuzar, the only monies which can be released to Mr. Ortuzar would be the amount of the value of the shares registered in his name, and in that of the Management and Shipping Company.

With regard to the shares registered in the name of Dr. Ziurritz, I believe that Mr. Levinson will advise you that Ortuzar cannot legally receive payment in respect of these.

In the first place, the liquidator must pay the value of the shares either to Dr. Ziurritz or to his properly accredited agent. If it is argued that your Power of Attorney is invalid in this matter, that fact does not establish Mr. Ortuzar as Dr. Ziurritz's agent.

It may be true, as Mr. Ortuzar claims, that the shares are endorsed in Mr. Ortuzar's name. But this does not constitute a transfer to Mr. Ortuzar under English law; and, in fact, so far as we are aware Dr. Ziurritz is still registered at Somerset House as the owner of these shares.

In the letter that you received from the Secretary of the Company, it is clearly stated that the Company is unaware of Dr. Ziurritz's address. This being so, it seems to me that the only course open to the liquidator will be to retain in a special account, the proceeds of Dr. Ziurritz's 50,000 shares until such time as the latter or his attorney makes a claim for the money. Certainly, so far as I can see, that money cannot be legally paid to Mr. Ortuzar, even if he suggested that he should receive it as trustee for Dr. Ziurritz.

1st October, 1940

Telephoned Mr. Child, Ministry of Shipping, who informed me that the Credit Agreement had been received from the Ministry's solicitor, and was now in the hands of the Controller of their Accounts Department - who would be sending it to Continental Transit Ltd. within two or three days, provided that further members of his staff were not evacuated to the country.

He told me that there were no prohibitive conditions in the terms imposed by the Ministry, the chief condition being that of which he gave me details at our last conversation.

- - - -

Telephoned Miss Coates, who told me that Mr. Boothby was very busy, but has promised to send me the letter of introduction he promised, and also arrange a meeting as soon as possible.

STRICTLY CONFIDENTIAL

25th September, 1940.

Saw Mr. Child of the Ministry of Shipping. He said that the Directors of Continental Transit had recently applied to the Ministry for permission to dispose of the Tonnage Replacement Fund credit to a company (he did not name it) which the Ministry approved as a purchaser.

This is the first case of its kind to come up for consideration by the Ministry, and therefore they are disposed to deal very circumspectly with it in order to avoid creating any precedent which might later be regretted. The case has now been examined and passed by the Chief Accountant of the Ministry and by Mr. Child's department. It only remains for it to be considered by the Ministry's solicitor, and Mr. Child expects to have the latter's report within a few days. On receipt of this report, he will write to the Directors of the Company stating the terms upon which the Ministry are prepared to sanction the transaction.

He emphasised that one of those terms would oblige the purchaser of the credit to spend at least £16,000 in repurchasing tonnage in order to take advantage of the credit. Mr. Child said that the Ministry is not interested in the fate of such credits, in cases where they concern Companies which are not bona fide Ship ing Companies, and which are going into liquidation. Unless tonnage is replaced within seven years after the war, the credit simply lapses. He pointed out that the amounts of these credits covered appreciation of capital due to the war, and it is the Ministry's object to avoid war profiterring in the shipping industry.

There are, therefore, three alternatives open to Continental Transit Ltd. - to dispose of the credit; to keep the Company alive with a view to purchasing tonnage later; or, to abandon the credit.

The Ministry are careful in according their approval to purchasers, and Mr. Child said that they would not consent, for instance, to the Directors of Continental Transit Ltd. purchasing such a credit.

He told me that I might ring him up early next week, to obtain news as to whether he had received the solicitor's report, and communicated with the Company's Directors. He promised to give me privately any further information that we might require from time to time.

He particularly requested me to treat this matter as

strictly confidential. He had even been told by the solicitors not to discuss the subject with anyone but the Company's Directors. He has simply given the information out of kindness, because he considers that we are in an awkward position through being in the hands of three unscrupulous Directors.

PRIVATE AND CONFIDENTIAL

11th September, 1940

Saw Mr. L. G. Child at the Ministry of Shipping. Mr. Child, and his colleague, Mr. W. T. Turner, who was not available to-day, are the responsible officials dealing with claims relating to the Government Tonnage Replacement Account.

When I told Mr. Child that I represented majority shareholders in Continental Transit Ltd. and that the latter were seeking precise information as to the Ministry regulations governing the assignment of credits held in the above account, he told me that he could not officially have any dealings with the shareholders or their representatives, since the Ministry was bound to deal with the Company.

I gathered, from his manner, that if I took him into my confidence to some extent, he might be likely, unofficially, to let me have information which might otherwise not be available.

I therefore acquainted him with certain details of the present situation, as a result of which the following was disclosed.

He told me, in confidence, that the Ministry had recently received a letter from Continental Transit Ltd. I gathered that this was the first communication that they had had from the Company regarding the £8,000 credit; and it appears that the letter was sent after my arrival in Cardiff.

This letter contains a request to the Minister that he should liquidate the full amount of the credit in cash to the Company since the latter proposes to go into liquidation. Apparently no mention is made in the letter of the possibility of assigning the credit to any third party, under Clause 4 of the Agreement between the Ministry of Shipping and Certain War Risks Associations and Others, dated 6th May, 1940.

It will be noted here that both Mr. Morgan and Mr. Roberts informed me on more than one occasion that they had received an offer of £6,000 for the credit, and had been for many weeks in communication with the Ministry with a view to obtaining the necessary sanction to assign same.

Mr. Child also told me that he had been employed in the shipping section of the Board of Trade for over twenty years, and knew most of the shipping people in England. The Directors of

Continental Transit Ltd. are all well known to him, and, such is his opinion of them, based on previous experience, that, on seeing the Company's above letter he marked it "To be treated with the utmost suspicion", before sending it in to the Minister. This he did, in spite of the fact that, on the face of it, the letter appeared to contain nothing that was not straight forward.

I told him that Morgan and Roberts had told me that they had been in negotiation with the Ministry for some considerable time in order to get permission to assign the cretit to a buyer from whom they had an offer, and that the Ministry were placing several difficulties in the way (N.B. Vide also comments in this connection contained in Messrs. Gilbert Robertson's first letter to Messrs. Phoenix Levinson and Walters). I asked him if he could suggest a reason why the Company had not in fact acted as I had been informed, but had instead sought the Minister's sanction for a simple liquidation of the credit in full. He told me that the only way in which he could account for this was that the Directors did not wish to clear up the matter of the credit. He pointed out that the object of the present scheme was to secure replacement of tonnage, and that the Company's present proposal to the Ministry did not conform to the "true object and intent of the Agreement", as laid down in paragraph 4 thereof.

He said that it was of course possible that in certain special circumstances, such as enforced liquidation through the death of a principal shareholder in a private shipping company, the Minister might consent to pay out a credit held in this fund in cash - but this was by no means certain. In any case, he doubted whether, even if the present suggestion were approved, which appears highly improbable, any payment would be made until after the war. In his view, therefore, the present negotiations with the Ministry were probably deliberately designed so as to postpone any definite form of settlement for a long period. He pointed out, incidentally, that even the interest payable by the Ministry on these credits does not become due until after hostilities have ceased.

While he was unable to give any definite undertaking in the matter, since there has hitherto been no precedent connected with the assignment of these credits under clause 4 of the Agreement, he told me that he felt sure that the Minister would not object to the assignment of this particular credit to a suitable purchaser, considering the somewhat exceptional circumstances of the Company. He also informed me that in such matters the Minister would act on the recommendation of his colleague, Mr. Turner, and himself - and the hint here is significant.

He promised to acquaint me privately with the nature of future communications passing between the Ministry and the Company. He repeated that, officially, he could only deal with the Company, and suggested that our best course was to take such steps as were open to us to compel the Directors to deal with the credit on an assignment basis.

He told me that he had been prompted to give me this information because of his private opinion of the Directors of the Company, but asked me in return to do everything possible to see that the question of disposing of this credit to another shipping company were discreetly handled, since it would be contrary to the policy of the Ministry for a market to be created in credits of this description - though he agreed in principle that in this special case the assignment appeared justifiable.

He also informed me that the Ministry would have no objection to a liquidator being appointed, and that such a liquidator could negotiate the matter of the credit just as easily as anyone else, and probably at less expense than would be involved by maintaining the present organisation of the Company.

Cth

Memo for Mr. Walters. 3rd September 1940.

At 1.10 p.m. yesterday (Tuesday) I was handed a message by the Porter of the Park Hotel, stating that Mr. Charles Morgan had telephoned and would like me to ring him at Cardiff 3981.

At 3 o'clock Mr. D.P.Barnett called and asked to see me. I told the Porter to say that I was not at home to him. He then said he would write a note for me. He did so and tore this up and placed the pieces of paper in his pocket; and then wrote another note in which he said that he was passing through Cardiff and would have liked to have seen me.

I did not like to interview either of these gentlemen without first consulting you. However, as it has been impossible to get in touch with you, I telephoned Mr. Morgan in Mr. Foden's presence this morning. It appears that Mr. Barnett has now left Cardiff, and I formed the impression that, while Mr. Morgan would have been glad to see me in company with Mr. Barnett, in the latters absence he was not anxious to do so.

Mr. Morgan professed an innocent surprise that there should be any misunderstanding regarding Continental Transit Co. Ltd., and said that he, Ortuzar and Barnett proposed to see Mr, Irujo with a view to settling everything next week.

I told him that I was quite sure that Mr. Irujo would not see them ~~and~~ since ~~that I have placed~~ the matter is now in the hands of Solicitors.

Mr. Morgan did not appear very pleased at this reply.

-oOo-

Phoenix, Levinson, Walters & Shaw,
Thanet House,
27/28 Finsbury Square,
E.C.2. Nat. 8461.

Wills 429

18th October, 1940.

Saw Cree at his office. Appointment arranged by telephone, he requesting me to call on him before seeing Levinson regarding Hooper's latest letter suggesting Ortuzar was the owner of Ziaurritz's shares, as he - Cree - had an important communication to make to me.

He began by saying that Olivier had asked that I should explain to him the salient features of the case, since he had not had time to tell him the full details as explained by me in my first interview with Olivier. I did so.

He then told me that Olivier had told him he would do everything in his power to compel Ortuzar to act according to our requirements, and was taking the necessary steps immediately. Olivier could answer for Barnett, and Barnett, in turn, was in a position to control Ortuzar. Cree, like Olivier, expressed himself very strongly regarding Ortuzar and Morgan - whom he described as a pair of rogues.

He proposed that I should attend a meeting at Olivier's office, with the latter and Barnett, to decide on the necessary steps to be taken - and suggested, provisionally, next Monday at noon, saying he would confirm to me by telegram over the weekend. I agreed to come at any time suiting them.

21st October, 1940.

No telegram received, but called at Cree's office as arranged, thinking this might be due to postal delay. Cree said Olivier was unexpectedly occupied with another matter at the time of my arrival, but would be free after lunch. Cree and I lunched together late, returning at 3-45, and were told that Olivier had left. An appointment was arranged for tomorrow at noon.

22nd October, 1940.

Called at 12-15, having been delayed by traffic diversions due to bombing. Was informed that Olivier could not see me - would I call tomorrow. I said I could not do this. Finally, Olivier came down to see me for a few minutes. He stated that his accountant had been informed that the matter of the credit with the Ministry of Shipping had now

been arranged, and that the Company was to be put into liquidation without delay. He then astonished me by adding that this disposed of the matter so far as he was concerned, and that his sole interest lay in getting his money out.

On the 4th October, he had told me in the plainest possible terms that he and Barnett would bring pressure to bear on Ortuzar to settle the matter of Ziaurritz's shares in a proper manner, and that they were capable of controlling Ortuzar in this respect. He had also, according to Cree, given a confirmation of this undertaking to him. Now, he said, he was not prepared to consider any interest in this matter but his own - and that Ziaurritz's shares were a question simply between Ortuzar and ourselves.

It is clear that these people are all working together, except for Cree, who is not directly concerned. He was clearly as amazed as I was at Olivier's change of ground. I suspect that Ortuzar, Barnett and Olivier may be very hard pressed financially, and that Ziaurritz's shares may have been pledged by the former, though I do not believe that Olivier, on account of his connections, would take any active part in such a transaction.

CHL

4th October, 1940.

Saw Olivier, at his office. He stated right away that he had no time for Ortuzar, although he had had profitable dealings with him from time to time.

Olivier says he personally recommended de la Torre to liquidate C.T.Ltd., when he saw him in Paris, last Spring. Torre told him that the Delegation in Paris was in urgent need of funds, and asked him to lend him 500,000 frs. Olivier replied that this would be inconvenient for him to do, since it would be necessary for him to dispose of certain shares on a falling market, to finance the loan. He suggested that Torre obtain the money from Ortuzar, who was then in Paris, since he (Olivier) knew that Ortuzar had at that time 1,000,000 frs. liquid lying idle. Torre told him that he had already approached Ortuzar for the loan, but the latter had replied that it was impossible for him to arrange it, "he had no money". Olivier therefore agreed to advance the money, in spite of the personal inconvenience involved. He said he told this story to shew that Ortuzar was not to be trusted even by his own people.

Olivier stated that he and de Gamboa had decided some time ago to sever all business relationship with Ortuzar, on account of his unreliability. Originally, they had held a 50% interest in Management & Shipping Ltd. Wishing to be no longer associated with Ortuzar in any of his companies, and holding, through M. & S. Ltd. a substantial portion of the shares in C. T. Ltd., they offered to buy the latter company, but were prevented from doing so by the ridiculous terms proposed by Ortuzar, who claimed, amongst other things, that the ss. "Transeas" and "Emerald Wings" were worth £30,000 apiece

Note. It is possible that he might still be willing to consider buying C. T. Ltd., which might offer a solution to the Ortuzar problem from our point of view.

Finally, Olivier's group sold their 50% holding in M. & S. Ltd. for a 33.1/3% interest held by Ortuzar in one of their companies - Atlantic & Mediterranean Ltd., thus killing two birds with one stone, so far as severing active association with Ortuzar was concerned. They were, however, left with a further small interest in C. T. Ltd., which had not figured in the above transaction, and they wanted that company to be liquidated without delay, so as to break the final tie with Ortuzar.

I told him of our dealings with Ortuzar, in respect of C. T. Ltd., since last May, and of my visit to Cardiff. He does not appear to trust Morgan very far.

He assured me that, so far as he was aware, the affairs of C. T. Ltd. had been properly conducted; and added that, knowing the sort of people who were connected with it, he had taken the precaution of insisting from the beginning that his own chartered accountant should act as accountant to the company.

He telephoned the accountant in my presence, and instructed him to do everything in his power to accelerate a liquidation. During this conversation, the accountant informed him that Roberts had written to him, on behalf of the Company, to say that we ~~an~~ had been pressing for liquidation, and had placed the matter in the hands of solicitors.

The accountant confirmed that, at the meetings on the 7th May, resolutions reached in Spanish between Ortuzar, Morgan and Don Manuel were duly translated into English for the benefit of the Company's secretary and himself, and were perfectly plain to them. He confirmed, in every detail, Don Manuel's version of what took place at these meetings. He said he had seen no figures since the 31st December, 1939 - and Olivier told him to make arrangements at once to get the books written up at least to the 30th June last. He agreed that, in his view, there was nothing in the affairs of the company which could not be handled by a liquidator, and that therefore there was no ~~further~~ justification for further postponement on that ground.

Olivier seemed annoyed when he confirmed that Roberts' salary and his office expenses were still being paid by the Company, although it was no longer operating.

He told me that Ortuzar had told him that he had bought all Ziaurritz's shares from him. Also that Ortuzar had stated he had lately been in touch with Torre.

He said to me that Barnett was very closely associated with him in business, and would do what he told him. Barnett, he said, was in a position to control Ortuzar. He promised to arrange at once for Barnett to compel Ortuzar to settle the matter of Ziaurritz's shares in a proper manner, and without further nonsense. He also told me that he would himself get in touch with Ortuzar, and do his best to get things cleared up.

Olivier did not strike me as at all a reliable individual - he looked to me no more honest than the rest of this bunch. But, for several reasons, it seems clear that it would be in his interests to get this matter cleared up without attracting outside attention, and I think he will do all he can to this end.

On leaving, I met Cree in his outer office. It appears that they are partners in one of Olivier's subsidiaries.

C.H.

31st August 1940.

I had a long conversation with Sabastian Goitia Anduiza a Spanish Basque Captain in Cardiff, and his fiancee the Proprietress of Pepita's Restaurant in Cardiff Docks.

They Know Ortuzar well. They told me that he was in Cardiff at the time when he received the news of the German invasion of Norway; that the situation alarmed him greatly and that he said that his loss on Foreign Exchange transactions would amount to between £40,000. and £50.000.

He also stated that he is endeavouring to become a naturalised English man.

Further he has approached Signor Anduiza and other Basque Captains in Cardiff and given them full particulars of Dr. Ziaurriz's holding in Continental Transit Co.Ltd. He says that he has no intention of releasing these funds to Mr. Irujo since he proposes to lead an armed revolt in Northern Spain, with the support of the British Government, and he will need all the money he can lay his hands on for this purpose. He has asked the Basque Captains if they will support his efforts and generally appears to have appealed to them as a kind of a Basque General de Gaulle. He stated that he intended to become President of a new Basque Republic.

Signor Anduiza told me that neither he nor any of the Basque Captains would in any circumstances co-operate with Ortuzar in any direction, since they consider him and also his former friend and Associate De Gamboa to be commercial pirates, who have profited by recent war conditions in Spain, to obtain the use of Government monies which they have applied first and foremost to their own purposes and to those of certain English Associates. Anduiza further stated that although Ortuzar does not a ppear to be in open relationship with Franco Political elements, he believes him to be in close relation with the latter. He is confident that Ortuzar would work for the Falangists against his own people, provided the price paid to him were high enough.

In support of this suggestion he states that D.P.Barnett, an intimate Associate of Ortuzar in the Continental Transit Co. and Management Shipping Co., is in constant touch with Franco representatives in this country, and has even offered toSignor Anduiza and his fiancee to use his influence with the Franco people to get certain arrangements carried out for them in Spain.

Twelve months ago Ortuzar took into his Cardiff office, Signor Aquecha a Basque Refugee well known to Mr. Irujo who arrived in England penniless. He mentioned that Signor Aquecha has since his arrival in Cardiff, been drinking very heavily, possibly owing to personal worries.

Aquecha informed Anduiza that he is shortly going to Bilbao to represent Ortuzar and his Colleagues and that he is only waiting for certain current transactions to be completed before leaving; this could hardly be possibly unless Ortuzar's relations with Franco-Spanish elements were good. No loyal Basque would of course dare to attempt to return to Spain at the present moment, by doing so he would risk almost certain death and would in any case be sure of an indefinite prison sentence.

In view of this information which I believe since it was well substantiated, it would not surprise me if Ortuzar were not in fact actually already working for Franco. If not, he is quite certainly playing with the idea. This together with possible financial embarrassment as a result of his Norwegian speculations would explain determined efforts now being made by him to prevent the Basque Government monies invested in Continental Transit Co. being released to the proper authorities. It would also explain his recent efforts to interfere with the negotiations that have been taking place between the Basque Delegation and the British Government.

The direct connection between, at any rate, certain of Ortuzar's Associates and the Franco Authorities, coupled with certain points contained in Gilbert Robertson's letter of the 30th of August, raise a very disturbing possibility.

In that letter Gilbert Robertson's state "We understand that events may have transpired subsequently which may amount to a revocation of the Power of Attorney." I can only see one factor which could annul the Power of Attorney and that is the death of Dr. Ziaurriz. Dr. Ziaurriz is at present in a most precarious position as a refugee in France, and his whereabouts are known to Ortuzar. If the French Fascist Police were informed of his whereabouts and seised him and sent him back to Spain, it is most likely that he would be shot.

The deliberate obstruction that we have experienced on the part of all the Directors of the Continental Transit Co., which is now apparently being equally deliberately carried on by their Solicitors, seems to me to provide an urgent reason for dealing with these matters in the most expeditious manner possible, and I would be glad to have a conversation with Mr. Walters about this tomorrow (Tuesday) morning at the latest.

-OoO-

15th August, 1940. Continental Transit Co. Ltd.

Particulars extracted from the file of the above Company at Somerset House:-

1. Company was registered on 17th March, 1938.

2. The following passages are marked in pencil in the Somerset House copy of the Articles of Association:-

(a) Page 1 - The words "build, hire .... ships"

(b) Page 14 - The whole of paragraph 15.

3. The first Directors of the Company were:-

George Ernest Mitchell - Company Secretary
David Perceval Barnett - Director of the African and Continental Steamship Co. Ltd., and of the Management and Shipping Co. Ltd.

4. The registered office was at 10/11 Lime Street, E.C.

5. The capital of the Company consisted of 40,000 £1 Ordinary shares, all fully paid, and allotted as follows:

Barnett - 30,001
Management and Shipping Co. Ltd. - 9,998
Mitchell - 1

6. On the 16th May 1938, the Company's Registered Office was given as 7/8 Bury Street, E.C.

7. On the 28th September, 1938, Luis de Ortuzar, of Mount Royal, was registered as having been appointed to the Board on the 21st September 1938.

8. On the 2nd December, 1938, notice was registered that the Company had increased its capital by issuing a further 40,000 fully paid £1 Ordinary shares. At that time, the allotment of these was registered as follows:-

Barnett - 30,000
Management and Shipping Co. Ltd. - 10,000.

9. On the 1st February 1939, the Registrar was notified that an error had been made in the second allotment, referred to in paragraph 8. above, and that the correct allotment was as follows:-

Barnett - 20,000
Management and Shipping Co. Ltd. - 10,000
Ortuzar - 10,000

10. Mitchell resigned from the Board as from 25th April, 1939, and was replaced by Charles Henry Morgan, or 68 Plasterton Avenue, Cardiff - a Director of Cory's Trading Co. Ltd.

11. On the 9th May, 1939, a return of shareholders was made, as follows:-

Barnett - 1
Management and Shipping Co. Ltd. - 19,998
Mitchell - 1
Ortuzar - 10,000
Doroteo Ziaurriz, of 63 Rue des Galons, Meudon, S. and O. 50,000.

The above transfer was made to Ziaurriz on the 17th February, 1939.

12. On the 22nd September, 1939, notice was registered of the transfer of the registered offices of the Company to Colum Buildings, Mount Stuart Square, Duke Docks, Cardiff.

13. There is no record of any lien of any describtipn on any of the shares.

430

PARK HOTEL, CARDIFF.

Telephone Message for

Mr Willo 210

Please ring Mr. Charles Morgan at Cardiff 3981.

3 p.m. Barnett called at Park Hotel. Porter, on my instructions said I was out. He wrote note – which he tore up & put in his pocket. Then wrote another which he left. Said supposed to be on holiday – I was late.

Received by	Time
Operator	Date 7. 9. 40

14291/5071

Gilbert Robertson 'phoned Phoenix Lounge & waiters at 2.40 p.m. & asked for the waiters.

431

Telephone Nos. 2566, 2567, 2568, 2569, 2570.

OFFICIAL HOTEL TO
R.A.C.
AUTOMOBILE ASSOC'N
AND MOTOR UNION
CARDIFF MOTOR CLUB
AUTO CYCLE UNION

Telegrams: PARK HOTEL, CARDIFF.

PARK HOTEL

GARAGE
PETROL

AND WHITEHALL ROOMS

LOUNGE
GRILL

CARDIFF

ALL FRONT ROOMS ENJOY FULL SUNNY ASPECT.

London next week if possible.

Yours Sincerely

L. P. Barnett

3.20 pm

Sorry I missed you.

Mr Wells

FITTED HOT & COLD WATER IN BEDROOMS, & GAS FIRES.

Telephone Nos. 2566, 2567, 2568, 2569, 2570.

OFFICIAL HOTEL TO
R. A. C.
AUTOMOBILE ASSOC'N
AND MOTOR UNION
CARDIFF MOTOR CLUB
AUTO CYCLE UNION

Telegrams: PARK HOTEL, CARDIFF.

PARK HOTEL

GARAGE
PETROL

AND WHITEHALL ROOMS

LOUNGE
GRILL

CARDIFF

ALL FRONT ROOMS ENJOY FULL SUNNY ASPECT.

2nd Sept. 40

Dear Sir

Passing through Cardiff I called to see you in response to Mr Ivyo's request — I am recuperating from Rheumatism but will be back at business next week meantime I will be in touch with Mr Morgan and we may arrange to meet in

Telephone Nos. 2566, 2567, 2568, 2569, 2570.

OFFICIAL HOTEL TO
R. A. C.
AUTOMOBILE ASSOC'N
AND MOTOR UNION
CARDIFF MOTOR CLUB
AUTO CYCLE UNION

Telegrams: PARK HOTEL, CARDIFF.

PARK HOTEL

GARAGE
PETROL

AND WHITEHALL ROOMS

LOUNGE
GRILL

CARDIFF

ALL FRONT ROOMS ENJOY FULL SUNNY ASPECT.

30 - 8 - 40.

Querido Amigo -

Desgraciadamente debo que quedo en Cardiff por el fin de la semana, pero, segun una promesa, devolvo a sus amigos Don Manuel, ~~y~~ con la esperanza de la seguir el lunes proximo, sin falta.

Cardiff es un de las peores ciudades del mundo, especialmente en tiempo de guerra - por consiguiente me alegro enormemente de verse a Vd. tan pronto como posible.

Hasta luego - y con las

FITTED HOT & COLD WATER IN BEDROOMS, & GAS FIRES.

mejores expresiones de amistad.

Tuyo

Juanito.

This has taken about half an hour - & I don't suppose it will make sense to you even then !! Things are coming well here - & the Channel will explain.

J.

434

P87H

(Revd. 58974/36)

Advice of Delivery of an

INLAND REGISTERED Letter —

(Insert Letter or Parcel).

Note for Sender. Please affix 3d. postage stamp in space A below and insert clearly:—

In space (1) Name and address as shown on packet.
,, (3) Your own name and address if you desire this to appear.
,, (5) overleaf: Name and address to which the completed Advice form should be sent.

Any necessary further particulars will be inserted by the Post Office.

Registration Particulars Cardiff 6 6225

Address (1) shown on Packet The Secretary, The Continental Transit Co. Ltd., Colum House, Mount Stuart Square, Cardiff.

POSTAGE & REVENUE 3D

CARDIFF

Office of Posting..... *Date of Posting*.....19.....

(2) *Despatched to*.....*at*.....

on the.....*entered*.....*on list.*

Date Stamp of Despatching Office.

I acknowledge that the registered postal packet described above (and sent by (3) G. H. A. Wiles Esq Park Hotel Cardiff) was duly delivered at the address stated on the 27th August 19 40.

Date Stamp of Delivering Office.

(Signature of Recipient) × R. Mehrle ×

Date Stamp of Delivering Office.

(4) I certify that the registered postal packet described above was duly delivered at the address stated to the signature A. E. Thomas T.O.

on the 27th Aug 19 40

(Signature of Postmaster of Delivering Office.)

Gp.628/28 JC&SLtd.

[P.T.O.

On His Majesty's Service.

(5)

To C.H.A. Wills Esq.,

Park Hotel,

Cardiff.

AR

INSTRUCTIONS TO POST OFFICE STAFF.

Office of Posting. See that the sender has filled in the necessary particulars and paid the fee. Insert the class of packet and the registration particulars in the appropriate spaces. If the form is filled up after the packet was posted, insert also [Space (2)] particulars of the Office and date of posting and of despatch, and send this form, folded in three and gummed, direct to the Office of delivery, space (6) being completed.

Office of Delivery. (a) When the form is received with the packet, complete certificate (4) only if the recipient objects to complete the acknowledgment (3) or if his signature is unobtainable. When the form is received after the packet, part (4) should be signed by an authorised officer after reference to the delivery records.

(b) If the packet, although addressed otherwise, is called for at a Post Office, amend the acknowledgment in (3) to read "..... at the ..... Post Office ....." before obtaining the recipient's signature. Amend the certificate (4) similarly if it is proper to be completed.

(c) If the packet is officially redirected or is redirected at the address and at once returned to the Postman, strike out the address in space (1) and insert the new address. If the packet is undeliverable, strike out the address in space (1) and add the reason for non-delivery.

(d) On completion, fold the form in three, gum and return it to the address shown at (5).

Other Offices. If this form relates to a packet posted at another Office, check it [illegible] as possible and forward it to the Office of posting for attention as directed above.

On His Majesty's Service.

(6)

THE HEAD POSTMASTER

OF

.....

AR

Charges to pay

_____s._____d.

RECEIVED

(10871) M01555 4-40 52-4221

6 A

_____m

TSA

From_____

6 CH

No. 435

OFFICE STAMP

0898

POST OFFICE TELEGRAM

Prefix. Time handed in. Office of Origin and Service Instructions. Words. _____m

74

374 5.48 LONDON T 9

To CARDIFF

28AU040

CHARLES WILLS PARK HOTEL CARDIFF =

IRUJO LEFT 5.55 = LIZASO

5.55 IRUJO LIZASO

For free repetition of doubtful words telephone "TELEGRAMS ENQUIRY" or call, with this form at office of delivery. Other enquiries should be accompanied by this form and, if possible, the envelope. B or C

28th August, 1940.

C.H.A. Wills, Esq.
156 Gloucester Place,
N.W.1.

Dear Mr. Wills,

As holder of the general Power of Attorney of Don Doroteo Ziaurritz, granted before the Notary of Paris, Me Francois Burthe, on the 22nd of April of this year, I authorise you to act in my name regarding the Directors, offices and business of the Continental Transit Co. Ltd. in so far as the request for documents and certificates, the examination of books and accounts, the proposal for the holding of an Extraordinary General Meeting for the appointment or dismissal of Directors, the antiSipated dissolution and liquidation of the Company, are concerned, holding the representation granted to me by that Power of Attorney in whatever actions may be consequent upon this Power, such as to attend the General Meeting, discuss the matters set forth on the agenda or proposals of any kind which, in accordance with the law and the Articles of Association, may be made in the name and interest of the shareholder I represent, at the General Meeting or outside it.

Yours sincerely,

Manuel de Irujo.

August 27th 1940

MEMORANDUM

Mr. Roberts telephoned me at the Park Hotel at about 10 o'clock. He told me that Mr. Ortuzar refused to recognise me in this matter and would deal with nobody but Mr. Irujo. Also that Mr. Ortuzar could not come to Cardiff, and that it was quite impossible to arrange a meeting for at least a week. I told him I should require immediate delivery of the Share Certificates and would, if necessary, produce a Power of Attorney to him tomorrow. He stated that he did not know where the Share Certificates were. I told him that this was a very grave matter indeed, and he then said that Mr. Ortuzar had informed him on the telephone yesterday that he (Mr. Ortuzar) held these Certificates. I told him that I would communicate further with him later in the day.

N.B. Danger on Panama Play.

G. Lockhart.
Mr. Turley.

Park Hotel,
Cardiff.

August 27th, 1940.

The Secretary,
The Continental Transaity Co. Ld.,
Colum Buildings,
Mount Stuart Square, Cardiff.

Dear Sir,

Referring to discussions with Mr. Charles Morgan and yourself yesterday and again to telephonic conversation of this morning, I confirm asking you to provide me immediately with the following documents;-

a. Share Certificate for 50,000 shares in favour of Doctor Zisurris,

b. Certified copy of minutes of the last General &/or Extraordinary General Meeting of the Company,

c. Copy of the agreement with your Management Co.

On receipt of the foregoing documents which I must ask you to forward to me by Thursday noon next at this address, I desire that an immediate meeting be held in Cardiff of the Directors of the Company, which Meeting I desire to attend, so that the full position of the Company may be examined and a discussion taken as to it's future activities.

I must again point out that for some time the enquiries of my Principal have been unsatisfactorily dealt with, whilst I myself have been here nearly a week without satisfactory results. In view of this I must give you timely warning of my intimation to take instant legal action against byou and the Company Directors unless I obtain satisfaction forthwith.

Kindly acknowledge receipt of this letter by bearer.

Yours faithfully,

p.s. I handed to Mr. Charles Morgan last week letter of introduction, and I now enclose letters of introduction and authority from Senor Irujo to Senor Ortuzar and Mr.D.F.Barnett

26th August, 1940.

My dear José,

I did not write yesterday, as I slept until 6.30 p.m., after the previous raids - and, on waking up, simply had to go out and get some fresh air!

I have made a memorandum of my today's meetings with Morgan and Roberts - and will enclose this if it is typed in time before the post goes.

Meanwhile I want to recapitulate below an account of my previous activities here - so that they will be on record - and perhaps you would please ask Miss Clark to type out the following passage in inverted commas - and retain a copy for me.

21st August, 1940

"Telephoned Morgan, who expressed a keen desire to see me, saying he wanted to get matters cleared up, and be free from an embarrassing quarrel between foreigners, as soon as poissble. But he delayed the meeting until to-morrow, promising to lunch with me at the Park Hotel. The excuse he made for the postponment of our interview I later found to be untrue.

22nd August, 1940

Morgan did not turn up for the luncheon appointment. I telephoned at 2 p. m., and insisted on seeing him that afternoon. He agreed to see me at 3 p.m. At this meeting his attitude was confident, and was somewhat high-handed. He said that if we brought any pressure to obtain the information we required, Ortuzar would certainly fight us. He queried the right of Don Manuel to the control of the 50,000 shares (I dealt firmly with him on this point.) He did everything in his power to postpone further action for at least three weeks - using every kind of excuse, including Barnett. I refused to be put off, and he finally promised to have Ortuzar here next Monday (?) His behaviour throughout nearly three hours' conversation made me highly suspicious.

24th August, 1940

Telephoned Morgan who said Ortuzar could not come to Cardiff, and proposed meeting in London next week. Ortuzar's excuse was that he could not obtain the necessary police permit. I said that whether O. came or not, I was not leaving Cardiff until I had had all the information I had come here to get. He then made a luncheon appointment for next Monday (26th) - but very reluctantly.

Later, I saw A. J. Alexander of the T.D. John Shipping Co. Ltd. one of the few straightforward ship ing managers in Cardiff. (He and his partner have traded with Spain for years, and have a great regard for the Basques.) I spent from 2 p.m. until 2.30 a.m. with him - and got much valuable information about Ortuzar, Barnett and Morgan, all of whom he knows intimately. This information will help me greatly in dealing with these three people, who I am now quite sure are dishonest - and have a great deal to hide.

I also consulted E.S. Foden, C.A. (Chartered Accountant) of Macdonald and Rees, Cardiff - and planned with him the line to take with Morgan and Roberts on Monday. His help also was very valuable These consultations were necessary, in view of the unusually tricky qualities of the Continental Transit Co.'s directors. They were very profitable

26th August, 1940.

Had a further meeting in the morning with Alexander and Foden, at which certain very satisfactory arrangements were discussed, subject to Don Manuel's later approval. The latter proviso I, of course, made clear. There is not space here to give details of these matters, on which I will make a separate memorandum on returning to London. But I am certain that Don M. and J. will be very satisfied - and perhaps a little surprised. We can get a good deal more out of this business than appeared at first signt and Ortuzar has taken good care to hide this, up till now - as he wanted it all for himself and his two friends.

An account of my meetings to-day with Morgan and Roberts is attached.

I propose to confirm these meetings and my demands in writing to Roberts tonight, so as to put the matter on a formal basis.

I shall personally demand:-

(1) Delivery of the share certificates within 48 hours.

(2) Copy of the minutes of the last annual general meeting, and a signt of the minute-book throughout.

(3) Sight of the Co's Bank pass-book (I am not, strictly speaking, legally entitled to this - but believe they will be afraid, at this stage, to refuse me.) This will show disbursements since 31-12-39, and payments received from the ships, etc.

(4) Signt of Contract with Management Shipping Co. (Roberts' obvious reluctance to produce this is sufficient reason for insisting on seeing it.

All the above papers should be produced for me on Wednesday morning. Having seen them, I shall demand their consent to Don Manuel appointing his own director to the Board, of the Company forthwith. I am certain this request will not be refused - and, if it is, that I can force them to accept. A little Hitlerism will not be out of place in dealing with these birds. I shall insist on having their acceptance in writing. Once Don M. has his own director on the board, further nonsense on their part will be impossible.

Morgan is rich and his business position is a big one. I have checked up fully on this, and know his exact situation. He dare not force any scandle in this matter. If, as I suspect, Ortuzar has pledged the shares, Morgan will most certainly find the money to release the certificates from the bank. You may rely on me to see to this.

For various reasons, which it would take too long to give here, I am pretty certain that I can get a good deal more money for you out of this than you thought. We will discuss all this on my return to London.

I have just telephoned you (15/- call) and asked for a Power of Attorney, since Morgan and Roberts were both inclined to query my authority to act in this matter, in spite of Don M's letters of introduction. I am sure the reason is because they are afraid, and would prefer to deal with someone less au courant with English Company law. I do not think they will insist on my producing this Power of Attorney - but they might, and I would like to have it to avoid possible unnecessary delay - and to show them, and Ortuzar that we mean business, this time.

Tell Don M. not to worry about my having this. I only need it for use on Wednesday, after which he can cancel it. During this time I could not dispose of one penny of the value of the shares into my own pocket - as the consent of the directors is necessary to effect a transfer - and without that consent I could not raise a penny on the shares. So don't be afraid. I would not have asked for this so abruptly, and without giving further explanations, if Don M. had not himself offered to give me such a power in the beginning. Your hesitation surprised me a little. Anyhow, you have nothing to worry about on this matter.

The Power must authorise me to act in Don M's place with regard to this Company with the full power to which he is himself entitled

Please ask him on no account to have any dealings or conversations with Ortuzar, even by telephone, until he has first seen me. If Ortuzar forces his way into your office, do not discuss the matter with him - but tell him to refer to me. I cannot give all my reasons for making this request now, as time is short - but you must just trust me in the matter. I would not necessary/ask you unless it were/ I think it quite possible that Ortuzar, being afraid of me, may try to compromise with you - and you must not listen to him before seeing me. If Don M. and you were to interview Ortuzar before seeing me, and without knowing all the facts that I know, it might have the effect of losing us an opportunity to get very much more out of this business than was originally thought possible. I am confident that we shall be able to do this - but you will have to hear all I have to tell you before you will see how it can be done.

I am afraid I must ask you to post me another £15 tomorrow. It may seem to you that my expenses are excessive - but I will furnish you with full details of these on my return - and I think you will agree that they have been unavoidable. If not, I will refund such proportion as you think fit - but, in the meanwhile, I shall require the above sum on Wednesday morning.

I am so glad that you have handled the Redhill people so well. It is splendid. Now you need have no fear about succeeding on the main issue. Before the end of this week, I am confident that I shall be able to prove to the Redhill people that Ortuzar is a very naughty boy indeed.

I must rush this to the post now. My best "agurs", amito Josito, to you and Don Manuel, I am very confident of everything.

Yours -
"JUANITO"

These wretched air-raids here are the devil. I shall be glad to get back. Also, it seems a long time since I saw you! When all is explained, I think you'll agree that I've been lucky enough to get something extremely useful done here, apart from the single matter of the shares. b

Please telegraph, as soon as this letter reaches you, acknowledging receipt so that I shall know if it is delayed by the censor.

Lunch with Mr. Morgan, who appeared exceedingly nervous for the whole of the time I was with him. He suggested that the most satisfactory way to arrange the matter would be to see Ortuzar and Barnett with him in London, after Mr. Barnett got back. I told him that the business must be dealt with straight away owing to Ortuzar's recent activities with the three members of the Basque National Party residing at Redhill, which I detailed to him.

It was arranged at lunch that I should see Mr. Roberts and make formal application to him for the Share Certificates and certain information.

After, lunch, on returning to Mr. Morgan's office, he did everything possible to dissuade me from seeing Mr. Roberts. I insisted, however, and he accompanied me to Mr. Roberts' office.

Mr. Roberts said straight away that he could not understand the reason for my visit to Cardiff, since all information asked for by Mr. Irujo had always been supplied to him on demand. I pointed out that the information demanded by Mr. Irujo in his last letter but one to Mr. Morgan had not been supplied; and that when he sent a further letter repeating his request for it, he received a curt note from Mr. Morgan requesting him to approach the Company's Secretary.

I told Mr. Roberts that the first item on my list was the Share Certificates, which I required to be delivered to me without delay. He suggested that the question of Mr. ~~Ortuzar's~~ Irujo's title to the holding of these Certificates was in doubt. I asked him "Why?" and he replied that a Power of Attorney could not be considered to give proper title unless the Certificates were claimed immediately that the Power was granted. I told him that he was making a most improper suggestion and he became very confused.

Apart from the Share Certificates, I asked for the Minutes of the last Meeting, a sight of the Bank Pass Books of the Company and of the Contract with the Management and Shipping Company.

Mr. Roberts said that as regards the Bank Pass Book he would have to ask the Directors' permission. I told him that Mr. Morgan had already agreed at lunch that I should receive this and that, therefore, he need only reply to Mr. Ortuzar.

Regarding the Contract with the Management Company, he told me that this had been cancelled at the last Annual General Meeting. Later, just as I was leaving, he asked me if I really needed to see this Contract, in view of its having been cancelled. I replied "No .....not for the moment". I shall of course require it later.

Both Mr. Morgan and Mr. Roberts were at great pains to assure me that the expenses incurred by the Company since the 31st December 1939 have been cut to a negligible figure.

At the end of the meeting Mr. Morgan suggested, to my surprise, in view of the obstacles that had been put in the way hitherto that Mr. Roberts should telephone Mr. Ortuzar and ask him to come to Cardiff tomorrow, so that we could have a meeting in the evening. Mr. Roberts agreed to do so and, ~~he~~ informed me ~~would~~ by telephone at the Park Hotel of Mr. Ortuzar's reply either this evening or tomorrow morning. Strange that O. now appears to be able to get a police permit at short notice, when ~~before~~ on Saturday last he couldn't!

Mr. Morgan suggested that Mr. Roberts should call and see me at the Hotel but I told him I saw no necessity for this.

I made it quite plain to both these gentlemen that I have no intention of leaving Cardiff until these matters are cleared up

..... The question of this receipt is a very unsatisfactory matter, and quite sufficient in itself to justify the closest possible investigation into the Company's affairs - and I stated as much to them.

Their conversation made it clear that they have been in constant telephonic communication with Ortuzar since I arrived. (They each had long talks with him this morning.)

It is clear that there has been something very unsatisfactory going on - and I think I can guess about what this is, but it would take too long to give details here.

Their reason for holding up the agreed liquidation is that the final details of the sale of the ships have not been completed. I told Morgan that this was no valid reason, and why. He did not dispute the point. He said that they proposed to get their solicitor Gilbert Robertson to do the liquidation. Why not an accountant?

and that I am anxious to get back to London as soon as possible.

I formed the impression that they were both exceedingly apprehensive.

N.B. In discussing the Share Certificates, both Mr. Morgan and Mr. Roberts informed me that neither of them had seen these. They told ~~them~~ that they were informed by Mr. Ortuzar that they had been endorsed in his favour by Dr. Ziaurriz. I asked whether perhaps it was not a question of a blank Transfer having been given, but was told "No"..... that the Share Certificates had actually been endorsed. I asked ~~XXX~~ if Mr. Roberts, as Secretary of the Company, held the receipt for these Certificates and he said "No". I asked him "Why not?" and he said that the Shares had been issued before he took over the secretaryship of the Company. Mr.Morgan suggested that Mr. Roberts would find the receipt pasted in the Company's Certificate Book, but Mr.Roberts said that there was no such receipt pasted therein. I told him that within a very few days he would be provided with a receipt sent to Mr. Ortuzar! The question of this receipt is a very unsatisfactory matter, and quite sufficient in itself to justify the closest possible investigation into the Company's affairs — & I stated as much to them.

Their conversation make it clear that they have been in constant telephonic communication with Ortuzar since I arrived. (They each had long talks with him this morning.)

It is clear that there has been something very unsatisfactory going on — & I think I can guess about what this is, but it would take too long to give details here.

Their reason for holding up the agreed liquidation is that the ~~ships~~ final details of the sale of the ships have not been completed. I told Morgan that this was no valid reason, & why. He did not dispute the point.

He said that they proposed to get their solicitor Gilbert Robertson to do the liquidation. Why not an accountant?

CHHp.

Copy for Mr Wells

21st August, 1940

"Telephoned Morgan, who expressed a keen desire to see me, saying he wanted to get matters cleared up, and be free from an embarrassing quarrel between foreigners, as soon as poissble. But he delayed the meeting until to-morrow, promising to lunch with me at the Park Hotel. The excuse he made for the postponment of our interview I later found to be untrue.

22nd August, 1940

Morgan did not turn up for the luncheon appointment. I telephoned at 2 p. m., and insisted on seeing him that afternoon. He agreed to see me at 3 p.m. At this meeting his attitude was confident, and was somewhat high-handed. He said that if we brought any pressure to obtain the information we required, Ortuzar would certainly fight us. He queried the right of Don Manuel to the control of the 50,000 shares (I dealt firmly with him on this point.) He did everything in his power to postpone further action for at least three weeks - using every kind of excuse, including Barnett. I refused to be put off, and he finally promised to have Ortuzar here next Monday (?) His behaviour throughout nearly three hours' conversation made me highly suspicious.

24th August, 1940

Telephoned Morgan who said Ortuzar could not come to Cardiff, and proposed meeting in London next week. Ortuzar's excuse was that he could not obtain the necessary police permit. I said that whether O. came or not, I was not leaving Cardiff until I had had all the information I had come here to get. He then made a luncheon appointment for next Monday (26th) - but very reluctantly.

Later, I saw A. J. Alexander of the T.D. John Shipping Co. Ltd. one of the few straightforward ship ing managers in Cardiff. (He and his partner have traded with Spain for years, and have a great regard for the Basques.) I spent from 2 p.m. until 2.30 a.m. with him - and got much valuable information about Ortuzar, Barnett and Morgan, all of whom he knows intimately. This information will help me greatly in dealing with these three people, who I am now quite sure are dishonest - and have a great deal to hide.

I also consulted E.S. Foden,C.A. (Chartered Accountant) of Macdonald and Rees, Cardiff - and planned with him the line to take with Morgan and Roberts on Monday. His help also was very valuable These consultations were necessary, in view of the unusually tricky qualities of the Continental Transit Co.'s directors. They were very profitable

<u>26th August, 1940</u>.

Had a further meeting in the morning with Alexander and Foden, at which certain very satisfactory arrangements were discussed, subject to Don Manuel's later approval. The latter proviso I, of course, made clear. There is not space here to give details of these matters, on which I will make a separate memorandum on returning to London. But I am certain that Don M. and J. will be very satisfied - and perhaps a little surprised. We can get a good deal more out of this business than appeared at first signt and Ortuzar has taken good care to hide this, up till now - as he wanted it all for himself and his two friends.

An account of my meetings to-day with Morgan and Roberts is attached.

I propose to confirm these meetings and my demands in writing to Roberts tonight, so as to put the matter on a formal basis.

I shall personally demand:-

(1) Delivery of the share certificates within 48 hours.

(2) Copy of the minutes of the last annual general meeting, and a signt of the minute-book throughout.

(3) Sight of the Co's Bank pass-book (I am not, strictly speaking, legally entitled to this - but believe they will be afraid, at this stage, to refuse me.) This will show disbursements since 31-12-39, and payments received from the

ships, etc.

(4) Signt of Contract with Management Shipping Co. (Roberts' obvious reluctance to produce this is sufficient reason for insisting on seeing it.

All the above papers should be produced for me on Wednesday morning. Having seen them, I shall demand their consent to Don Manuel appointing his own directors to the Board, of the Company forthwith. I am certain this request will not be refused - and, if it is, that I can force them to accept. A little Hitlerism will not be out of place in dealing with these birds. I shall insist on having their acceptance in writing. Once Don M. has his own director on the board, further nonsense on their part will be impossible.

Morgan is rich and his business position is a big one. I have checked up fully on this, and know his exact situation. He dare not force any scandle in this matter. If, as I suspect, Ortuzar has pledged the shares, Morgan will most certainly find the money to release the certificates from the bank. You may rely on me to see to this.

For various reasons, which it would take too long to give here, I am pretty certain that I can get a good deal more money for you out of this than you thought. We will discuss all this on my return to London.

I have just telephoned you (15/- call) and asked for a Power of Attorney, since Morgan and Roberts were both inclined to query my authority to act in this matter, in spite of Don M's letters of introduction. I am sure the reason is because they are afraid, and would prefer to deal with someone less au courant with English Company law. I do not think they will insist on my producing this Power of Attorney - but they might, and I would like to have it to avoid possible unnecessary delay - and to show them, and Ortuzar that we mean business, this time.

Tell Don M. not to worry about my having this. I only need it for use on Wednesday, after which he can cancel it. During this time I could not dispose of one penny of the value of the shares into my own pocket - as the consent of the directors is necessary to effect a transfer - and without that consent I could not raise a penny on the shares. So don't be afraid. I would not have asked for this so abruptly, and without giving further explanations, if Don M. had not himself offered to give me such a power in the beginning. Your hesitation surprised me a little. Anyhow, you have nothing to worry about on this matter.

The Power must authorise me to act in Don M's place with regard to this Company with the full power to which he is himself entitled

Please ask him on no account to have any dealings or conversations with Ortuzar, even by telephone, until he has first seen me. If Ortuzar forces his way into your office, do not discuss the matter with him - but tell him to refer to me. I cannot give all my reasons for making this request now, as time is short - but you must just trust me in the matter. I would not necessary/ask you unless it were/ I think it quite possible that Ortuzar, being afraid of me, may try to compromise with you - and you must not listen to him before seeing me. If Don M. and you were to interview Ortuzar before seeing me, and without knowing all the facts that I know, it might have the effect of losing us an opportunity to get very much more out of this business than was originally thought possible. I am confident that we shall be able to do this - but you will have to hear all I have to tell you before you will see how it can be done.

I am afraid I must ask you to post me another £15 tomorrow. It may seem to you that my expenses are excessive - but I will furnish you with full details of these on my return - and I think you will agree that they have been unavoidable. If not, I will refund such proportion as you think fit - but, in the meanwnile, I shall require the above sum on Wednesday morning.

I am so glad that you have handled the Redhill people so well. It is splendid. Now you need have no fear about succeeding on the main issue. Before the end of this week, I am confident that I shall be able to prove to the Redhill people that Ortuzar is a very naughty boy indeed.

I must rush this to the post now. My best "agurs", amito Josito, to you and Don Manuel, I am very confident of everything.

Yours -
"JUANITO"

These wretched air-raids here are the devil. I shall be glad to get back. Also, it seems a long time since I saw you! When all is explained, I think you'll agree that I've been lucky enough to get something extremely useful done here, apart from the single matter of the shares. b

Please telegraph, as soon as this letter reaches you, acknowledging receipt so that I shall know if it is delayed by the censor.

Our lawyer consulted a notary on the possibility of substuting the Power of Attorney of Mr. Irjuo by another one made by Mr. Irujo in favour of Mr. Charles Wills.

The Notary's view on the question is as follows:

In this country, a general Power of Attorney cannot be delegated to another person. For special cases, a simple letter from the nominator in favour of another person is sufficient. In this letter, it must be specifically mentioned in which capacity he is allowed by the nominator to act, the form of the letter being:

Mr. Charles Wills, 156 Gloucester Place London

In pursuance of the Power of Attorney granted to me by Doroteo Zaurritz, of Meudon, France, I herewith authorise you to represent me at the general meeting of shareholders, etc. etc. (anything which is mentioned in the Power of Attorney)

Telephone Nos. 2566, 2567, 2568, 2569, 2570.

OFFICIAL HOTEL TO R.A.C. AUTOMOBILE ASSOC'N AND MOTOR UNION CARDIFF MOTOR CLUB AUTO CYCLE UNION

Telegrams: PARK HOTEL, CARDIFF.

PARK HOTEL

GARAGE PETROL

AND WHITEHALL ROOMS

LOUNGE GRILL

CARDIFF

ALL FRONT ROOMS ENJOY FULL SUNNY ASPECT.

26th August 1940.

My dear José -

I did not write yesterday, as I slept until 6.30 p.m., after the previous raids - and, on waking up, simply had to go out and get some fresh air!

I have made a memorandum of my today's meetings with Morgan & Roberts - & will enclose this if it is typed in time before the post goes.

Meanwhile I want to recapitulate below an account of my previous activities here - so that they will be on record - & perhaps you would please ask Miss Clarke to type out the following

passage in inverted commas, & retain a copy for me.

21st August 1940. Telephoned Morgan, who expressed a keen desire to see me, saying he wanted to get matters cleared up, and be free from an embarrassing quarrel between foreigners, as soon as possible. But he delayed the meeting until to-morrow, promising to lunch with me at the Park Hotel. The excuse he made for the postponement of our interview I later found to be untrue.

22nd August 1940. Morgan did not turn up for the luncheon appointment. I telephoned at 2 p.m., & insisted on seeing him that afternoon. He agreed to see me at 3 p.m. At this meeting his attitude was confident, & even somewhat high-handed. He said that if we brought any pressure to obtain the information we required, Onkyo would certainly fight us. He enquired the

Telephone Nos. 2566, 2567, 2568, 2569, 2570.

OFFICIAL HOTEL TO
R.A.C.
AUTOMOBILE ASSOC'N
AND MOTOR UNION
CARDIFF MOTOR CLUB
AUTO CYCLE UNION

Telegrams: PARK HOTEL, CARDIFF.

PARK HOTEL

GARAGE
PETROL

AND WHITEHALL ROOMS

LOUNGE
GRILL

CARDIFF

ALL FRONT ROOMS ENJOY FULL SUNNY ASPECT.

night of Dan Brennan to the control of the 50,000 shares. (I dealt firmly with him on this point.) He did everything in his power to postpone further action for at least 3 weeks, using every kind of excuse, including Barnett. I refused to be put off, & he finally promised to have Onslow here next Monday. His behaviour throughout nearly 3 hours' conversation made me highly suspicious.

24th August 1940.

Telephoned Brennan who said Onslow could not come to Cardiff, & proposed meeting in London next week. Onslow's excuse was that he could not obtain the necessary police permit. I said that whether O. came or not, I was not

FITTED HOT & COLD WATER IN BEDROOMS, & GAS FIRES.

leaving Cardiff until I had had all the information I had come here to get. We ~~therefore~~ then made a luncheon appointment for next Monday (26th) - but very reluctantly.

Later, I saw A.J. Alexander of the T. D. Jones Shipping Co. Ltd., one of the few straightforward shipping managers in Cardiff. (He & his partner have traded with Spain for years, & have a great regard for the Basques.) I spent from 2 p.m. until 2.30 a.m. with him - & got most valuable information about Duncan, Barnett & Ortuzar, all of whom he knows intimately. This information will help me greatly in dealing with these 3 people, who I am now quite sure are dishonest - & have a great deal to hide.

I also consulted E. S. Foden, C.A. (chartered accountant) of Macdonald & Ross, Cardiff - & planned with him the line to take with Duncan & Robert on Monday. His help also was very valuable. These consultations were necessary, in view of the unusually tricky qualities of the C.T. Co's directors. They were very profitable.

Telephone Nos. 2566, 2567, 2568, 2569, 2570.

OFFICIAL HOTEL TO
R. A. C.
AUTOMOBILE ASSOC'N
AND MOTOR UNION
CARDIFF MOTOR CLUB
AUTO CYCLE UNION

Telegrams: PARK HOTEL, CARDIFF.

PARK HOTEL

GARAGE
PETROL

AND WHITEHALL ROOMS

LOUNGE
GRILL

CARDIFF

ALL FRONT ROOMS ENJOY FULL SUNNY ASPECT.

26th August 1920. Had a further meeting in the morning with Alexander & Foden, at which certain very satisfactory arrangements were discussed, subject to Dan Harvard's later approval. The latter proviso I of course made clear. There is not space here to give details of these matters, on which I will make a separate memorandum on returning to London. But I am certain that Dan H. & J. will be very satisfied - & perhaps a little surprised. We can get a good deal more out of this business than appeared at first sight. & Outhwaite has taken and can come to side this, up till now - as he wanted to do for himself and his [illegible].

An account of my meeting today with Hargreaves & Roberts is attached.

I propose to confirm these meetings & my demands in writing to Roberts tonight, so as to put the matter on a

FITTED HOT & COLD WATER IN BEDROOMS, & GAS FIRES.

formal basis.

I shall formally demand:-

(1.) Delivery of the share certificates within 48 hours.

(2.) Copy of the minutes of the last annual general meeting, and a sight of the minute-book throughout.

(3.) Sight of the Co's. Bank pass-book. (I am not, strictly speaking, legally entitled to this - but believe they will be afraid, at this stage, to refuse me.) This will show disbursements since 31-12-39, and payments received from the ships, etc.

(4.) Sight of Contract with Management Shipping Co. (Roberts' obvious reluctance to ~~show~~ produce this is sufficient reason for insisting on seeing it!)

All the above papers should be produced for me on Wednesday morning. Having

Telephone Nos. 2566, 2567, 2568, 2569, 2570.

OFFICIAL HOTEL TO R. A. C. AUTOMOBILE ASSOC'N AND MOTOR UNION CARDIFF MOTOR CLUB AUTO CYCLE UNION

Telegrams: PARK HOTEL, CARDIFF.

PARK HOTEL
AND WHITEHALL ROOMS
CARDIFF

GARAGE
PETROL

LOUNGE
GRILL

ALL FRONT ROOMS ENJOY FULL SUNNY ASPECT.

me on Wednesday, after which he can cancel it. During this time I could not dispose of one penny of the value of the shares into my own pocket - as the consent of the directors is necessary to effect a transfer - & without that consent I could not raise a penny on the shares. So don't be afraid. I would not have asked for this so abruptly, and without giving fuller explanations, if Don R. had not himself offered to give me such a power in the beginning. Your hesitation surprised me a little. Anyhow, we have nothing to worry about on this matter. The Power must authorise me to act in Don R's. place with regard to this Company with the full powers to which he is himself entitled.

Please ask him <u>on no account</u>

to have any dealings or conversations with Ontengar, even by telephone, until he has first seen me. If Ontengar forces his way into your office, do not discuss this matter with him - but tell him to refer to me. I cannot give all my reasons for making this request now, as time is short - but you must just trust me in the matter.

I would not ask you unless it were necessary.

I think it quite possible that Ontengar, being afraid of me, may try to compromise with you - and you must not listen to him, before seeing me.

If you do, or you were to interview Ontengar before seeing me, and without knowing all the facts that I know, it might have the effect of losing us an opportunity to get very much more out of this business than we originally thought possible. I am confident that we shall be able to do this - but you will have to hear all I have to tell

Telephone Nos. 2566, 2567, 2568, 2569, 2570.

OFFICIAL HOTEL TO
R. A. C.
AUTOMOBILE ASSOC'N
AND MOTOR UNION
CARDIFF MOTOR CLUB
AUTO CYCLE UNION

Telegrams: PARK HOTEL, CARDIFF.

PARK HOTEL

GARAGE
PETROL

AND WHITEHALL ROOMS

LOUNGE
GRILL

CARDIFF

4.

ALL FRONT ROOMS ENJOY FULL SUNNY ASPECT.

see them, I shall demand their consent to be banned appointing his own director to the Board of the Co. forthwith. I am certain this request will not be refused - & if it is that I can force them to accept. A little Hitlerism will not be out of place in dealing with these birds. I shall insist on having their acceptance in writing. Once Morgan has his own director on the board, further manoeuvres on their part will be impossible.

Morgan is rich & his business position is a big one. [I have checked up fully on this, & know his exact status.] He does not face any scandal in this matter. If, as I suspect, Ordnzan has pledged the shares, Morgan will most certainly find the money to release the certificates from the bank. You may rely on me to see to this.

FITTED HOT & COLD WATER IN BEDROOMS, & GAS FIRES.

For various reasons which it would take too long to give here, I am pretty certain that I can get a good deal more money for you out of this than you thought. We will discuss all this on my return to London.

I have just telephoned you (15/- call!) & asked for a Power of Attorney, since Hansen & Roberts ~~both~~ were both inclined to question my authority to act in this matter, in spite of Don Pi's letters of introduction. I am sure the reason is because they are afraid, & would prefer to deal with someone less au courant with English Company law. I do not think they will insist on my producing this Power of Attorney - but they might. & I would like to have it to avoid possible more or less any delay, & to show them, and Outrigger, that we mean business, this time.

Talk to Pi. not to worry about my having this. ~~[illegible]~~. I only need it for

Telephone Nos. 2566, 2567, 2568, 2569, 2570.

OFFICIAL HOTEL TO
R. A. C.
AUTOMOBILE ASSOC'N
AND MOTOR UNION
CARDIFF MOTOR CLUB
AUTO CYCLE UNION

Telegrams: PARK HOTEL, CARDIFF.

PARK HOTEL

GARAGE
PETROL

AND WHITEHALL ROOMS

LOUNGE
GRILL

CARDIFF

ALL FRONT ROOMS ENJOY FULL SUNNY ASPECT.

6.

you before you will see how it can be done.

I am afraid I must ask you to post me another £15 tomorrow. It may seem to you that my expenses are excessive – but I will furnish you with full details of these on my return – & I think you will agree that they have been unavoidable. If not, I will refund such proportion as you think fit – but, in the meantime, I shall require the above sum on Wednesday morning.

I am so glad that you have handled the Redhill people so well. It is splendid. Now you need have no

fear about succeeding on the main issue. Before the end of this week, I am confident that I shall be able to prove to the Rothill people that Ontagan is a very naughty boy indeed.

I must rush this to the post now. My best "aguri", amigo Torito, to you and Don Manuel. I am very confident of everything.

Yours —

Torito.

Please telegraph, as soon as this letter reaches you, acknowledging receipt — so that I shall know if it is delayed by the censor.

These wretched air-raids here are the devil. I shall be glad to get back. Also, it seems a long time since I saw you! When all is explained, I think you'll agree that I've been lucky enough to get something extremely useful done here, apart from the single matter of the shares. I.

PARK HOTEL
CARDIFF.

441

Cher Ami Manual -

Je vous prie de m'excuser de vous avoir ainsi quitté - mais vous aviez l'air de dormir tranquillement - et j'ai grand besoin de m'allonger à cause des jambes qui me font mal. Bonne nuit - et à bas le Boche!

Sincèrement
J. W.

Writ asking for the handing over of the Share Certificate

Don Manuel de Irujo, holding a Power of Attorney from Dr. Doroteo Ziaurritz, hereby demands from Don Luis Ortuzar, Director of the Continental Transit Co. that he should hand over the Certificate of Ownership of the shares held by Dr. Ziaurritz, which Certificate, comprising 50,000 shares of £1 each, was in the hands of Sr. Ortuzar.

Sr. Irujo is a widower, of age, and resident at Merstham, Surrey.

Dr. Ziaurritz is married, of age, and resident at Maresilles.

Sr. Ortuzar is married, of age, and resident at Ilfracombe.

The Continental Transit Co. is domiciled at Colum Buildings, Mount Stuart Square, Cardiff.

The Power of Attorney granted by Dr. Ziaurritz to Sr. Irujo was given before the Notary of Paris, Me Francois Burthe, on 11th September, 1939.

Writ asking for the dissolution and liquidation of the Continental Transit Co.

At the General Meeting held on 7th May, it was agreed to proceed with the immediate dissolution and liquidation of the Company as soon as the State had requisitioned the last ship remaining in the ownership of the Company. Such being the case, an Extraordinary General Meeting was to be convoked immediately for the dissolution and liquidation of the Company.

The Directors of the Company are: C. H. Morgan, L. de Ortuzar and D. B. Barnett, of Cardiff.

The Company is domiciled at Colum Buildings, Mount Stuart Square, Cardiff, and was established on the 17th May, 1938.

The writ is formulated by Mr. Irujo, as holder of the Power of Attorney of Dr. Ziaurritz, the holder of 50,000 of the 80,000 £1 shares in the capital of the Company.

The minutes are not accurate.

There was not one General Meeting, but two, one Ordinary and the other Extraordinary.

At the latter, and not at the former, it was agreed: To reduce the capital of the Company to a quarter; but, if the expropriation of the ships by the State should take place, it was decided to dissolve and liquidate the Company as soon as this was effected, without, in this case, previously modifying the capital.

It is not accurate to state that the dissolution and liquidation were subject to an arrangement with the Ministry. This detail was not dealt with, nor was it forseen that such an arrangement would be necessary. The resolution was to dissolve and liquidate "as soon as the State expropriated the ships."

The best proof that the reduction of the capital of the Company was finally agreed upon, is the fact that, on the 9th May, in accordance with the resolution taken at the Meeting, I wrote to the Company asking for an advance of £7,000 on account of the capital due to the shareholder I represent, from the agreed reduction, or otherwise from the dissolution; and on the 9th of the same month, Sr. Ortuzar sent me, in reply to my letter, the cheque for £7,000 for the purpose indicated in my letter.

20-4-40. O. states that P/A must be complete in all details to enable 1. to act unfailingly.

23-4-40. Why should O. take £ 2i shares in these terms? Were he to pay for them? ? Connection of Olympic? £300,000. Balance 1839, 31/12/39? £25,000 available for distribution in dividends within 20 years. ~~Possible function of business by Olivier.~~

6-5-40 Possible function of business by Olivier.

23-4-40. ~~Page 1. ?~~ — Govt. will not pay more than pre-war price. O. states ~~company~~ Co. can give £25,000 to Z., & he will pay remaining shares by £25,000, on terms. The £50,000 can be transferred to Paris. O. not sure that cash balance is quite sufficient to furnish full £25,000 at this moment.

20-4-40 O to Z.

X 24-4-40. T. to 1. Return capital to £30,000. Reinvestment of shares at £19,000 ?? 4°

XX

25. 4. 40. 1 to T. Informal. Confirming full instructions.

27. 4. 40 Gil?

27. 4. 40 1 to O. Has he seen copy of 1. to T. 25-4-40?

1. 5. 40. Reply to 1.

7. 5. 40 Report of meeting 1 to T. Informal. Get details on -ness with O.

Lo

Park Hotel

M. & S. Co.

10,000 Ord. £1 all fully paid.

Incd 28-2-38 Reg Off 100 Leadenhall St.
G.E. Mitchell Sole Director (Art. of Assn)

Original Allotment of Shares
Barnett 5001
Afr. Cor. 4997
Mitchell 1
Edward John Stokes 1

1-3-38. Barnett Director
16.4.38 Reg. 7/8 Bury Court E.C.3.

1st Annual Return 4-3-39

Barnett 2500
Ontugan 2501
4997
1

10-5-39 Mitchell [illegible] from board.

Ochsner } appointed
Moser }

Column Bldgs

1940 Annual Report

Pregunta - ~~[illegible]~~

El accionista está en Francia (en cualquiera de las dos zonas), y tiene en Inglaterra los títulos y un apoderado general. Saber si en este caso aquellos títulos pueden ser intervenidos por el Custodio de Bienes de Extranjeros enemigos

---

El poder tiene la facultad de sustituir para todas las atribuciones conferidas al apoderado. Este por lo tanto puede sustituirlo para ejercer todas aquellas atribuciones. Saber si puede hacerse esta sustitución notarialmente -

---

Morgan afirma el acuerdo de celebrar junta general para disolución y liquidación de la sociedad en cuanto se vende el último barco y se hagan los correspondientes arreglos con el ministerio -

EUZKADI ORDEZKARITZA

BASQUE DELEGATION,
7/8, HOBART PLACE,
EATON SQUARE,
LONDON, S.W.1.
TEL: SLOANE 4359.

El abogado de Cardiff, con la carta de Morgan a la vista manifestó q. existe un precepto legal en cuya virtud, existente aquel acuerdo, no es preciso q. sea el 75 % el que pida la convocatoria de Junta General Extraordinaria, ni q. lo sea dos veces. Aplicando este criterio se dirigió a la Sociedad pidiendo la celebración de Junta General.

El texto de la Junta General fue ~~to~~ asimismo lo mismo que la carta de Morgan. Ahora resulta q. no se puede pedir la celebración de Junta sin contar con el 75 % del capital o con dos socios.

---

1. P/A useless, except for <u>specific</u> purposes stated therein. General clauses do not apply under English law except in so far as they re-inforce the specific instructions given by the Powers.

2. This power is only valid for attending a meeting or meetings + voting, as specified.

3. Cannot demand scrip; appoint agents; call meetings; ~~or~~ or do anything not mentioned in P/A.

4. ~~Under~~ E (letter from Ochoyan's solicitors re scrip.)

5. Resolution of May 7th valueless, since meeting was an Annual not an Extraordinary General Meeting. Latter essential to validate a resolution for liquidation. Passing of this resolution at an ordinary Annual General meeting was clearly a "plant" to deceive the Annual.

6. 75% of share capital needed to call Extraordinary Gen. Meeting – which is essential for forcing a liquidation. (We only have 62½%)

7. Similar holding required to force a liquidation.

8. (N.B. the Annual <u>could</u> have changed Board on May 7th).

9. Ordinarily, the only way to force a liquidation without 75% holding would be to prove that

the company in action, or that the directors are operating to the detriment of shareholders' interests. Rather difficult to prove without access to Co's. books.

10. <u>Suggested method of operation</u>.

(a.) Their lawyer states that they are anxious to liquidate as soon as ~~could without~~ possible.

(b.) That only thing now delaying them is complication on credit.

(c.) Suggest that our lawyer writes stating he has client willing to purchase credit — and asking their price.

(d.) Meanwhile, I will find shipping company to co-operate, + obtain precise information from Ministry of Shipping as requirements to be fulfilled in negotiating the credit. In this way we can be <u>sure</u> of purchasing the credit, + so blocking their plans.

(e.) They are bound to state a price for the credit. If we offer that price, through another shipping company, they are bound to accept.

(f.) This, when the credit was sold, would have thrown with no work, & nothing but cost in the hands - & so, following their own written statements, they would be bound to call an Extraordinary General meeting & go into liquidation at once.

(g.) If they did not, we would apply to the court by issuing a writ which they could not defend, if we had taken these previous steps.

(h.) 62½% majority would enable us to appoint our own liquidator, who should be able to save any loss incurred on the credit transaction, and <u>more</u>.

CONSTANTINO ZABALA
APARTADO 1129
CARACAS

CONCERTADA EVACUACION VASCOS REFUGIADOS MARSELLA stop NECESARIO SITUAR DISPOSICION GOBIERNO ARGENTINO DOS MIL QUINIENTAS LIBRAS stop AQUECHE DISPUESTO ANTICIPARLAS SI USTED LO AUTORIZA stop RUEGOLE CONFORMIDAD

IRUJO

Agosto 10-194o

1. Yes.
2. "
3. "
4. "

5. I do not know, and therefore I do not admit the fact. I have not seen Ziauritz since he granted the Power in my favour on the 23rd April 1940. I did not know of this matter before that, and took no part in it until I received the Power.

I know that the funds which Ziauritz obtained from this capital were used in helping the Basques and their organisations, their distribution in France being made by the Comite Basque de Secours. I received the Power of Attorney in order to maintain the ownership of Ziauritz, and I am not authorised to renounce his right although I am aware of the intervention of the said Comite in the form indicated.

This Comite is a French Association, domiciled not in Paris, but in Villa Endara, Anglet, Basses Pyrenees and registered in the Official Bulletin of the 7th September 1937, page 10360. Its President is Don Doroteo de Ziauritz; Vice President, Don Luis de Aredondo; Secretary General with powers of direction and signature for the organisation Don Elias de Etxebaria; members Don Antonio de Gamarra, Don Pedro de Ormaechea, Don Jose Maria de Garate and Don Juse Maria de Izaurieta. Sr. Ziauritz is in France awaiting evacuation. The Foreign Minister of Chile telegraphed to his Ambassadors in Vichy and London, in order that his embarkation for that country should be facilities.

Srs. Arredondo, Echevarria, Gamarra and Ormaechea life in Redhill, at Sand Dene, Somerset Road, - telephone 3456; Sr. Garate in Caracas (Venezuela) Florida 461; Sr. Izaurieta in Mexico (Ciudad) Tampico, 21 Maria Eugenia, Apartamiento 4.

The document referred to, according to what I have heard from Sr. Ortuzar, was suggested and prepared by him, and he proposed it to Sr. Ziaurits with a view to avoiding the payment of Income Tax by devoting the funds drawn by Sr. Ziaurits at that time to charitable ends, applied by the Comite Basque. If it existed, it should have been presented with the proceedings for exemption from taxes entered upon with the English authorities.

It is possible that the liquidator may have seen it in Paris and that he was the means of putting forward the proposal. Mr. Bennet, before becoming liquidator, was auditor of the Company, appointed by Sr. Ortuzar and an intimate friend of his.

6. (a) Yes.
(b) "

(c) Yes
(d) "
(e) We suppose this will be correct.

(f) This is true, but not entirely exact. The £7,000 were handed over on account of the capital of Sr. Ziauritz, after the resolution to reduce the capital of the Company at the General Meeting held on the 7th May 1940 at the Dorchester. It was alleged that certain formalities were necessary in order that the reduction should take place, and it was agreed to transfer the said amount on account, in the form of a loan on the advice of the Chartered Accountant, the present liquidator, for bookkeeping purposes. Then, the text of the resolution was omitted from the minutes, the correspondence concerning which the lawyers have.

(g) Yes.

7. Incorrect. Sr. Ziauritz, in 1939, demanded from Sr. Ortuzar the liquidation of the Company. Sr. Ortuzar, who enjoyed his full confidence, then asked him for the share certificate in order to avoid his having to journey from Paris to London. Sr. Ziauritz signed the share certificate, without endorsing it. If it bears an endorsement, this has been donw without the knowledge or authorisation of Sr. Ziaurits, behind his back and against his interest and right. On discovering that the signature on the share certificate was not sufficient to liquidate the company and cash the shares of Sr. Ziaurits, the Power of attorney was granted in my favour on 23rd April 1940.

8. I do not know, although it appears correct.

9. I was prevented from attending this meeting. The appointment of the liquidator was made by Sr. Ortuzar, the titular holder of 10,001 shares with a 75% interest in the Management and Shipping Co. Ltd. which held 19,998. The liquidator accepted the office, thereby proving himself to be in the pay and service of Sr. Ortuzar. Knowing that fact

10. Yes.

11. I do not know: it is probably so.

12. I do not know, although it will no doubt be so, since this Company functioned, maintained by a managing contract with the Contenintal, the details of which I do not know, and in its offices. On the liquidation of the Continental there was no object in the continuation of the other. I suspect that one reason for Sr. Ortuzar's conduct might be the desire to prevent me from knowing of that contract and its liquidation. It should not be forgotten that that

company was formed by two directors of the Continental; and that the third Director of the latter, Sr. Morgan, did not hold a single share in the Continental, of which he was Director through intimate personal friendship with Sr. Ortuzar.

13. I do not know, ~~it~~ but it ~~will~~ may be so.

14. Yes.
15. It ~~will~~ may be so
16. Yes.

17. Incorrect. The Liquidator, appointed by Ortuzar and at his orders, has at his disposal the information aforementioned regarding the Comite de Secours.

18. I do not know if he has a right, and if not, he should not be given any more. He knew well what he had in hand and he should have foreseen it.

19. Incorrect.