

# 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, Spitafields 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 2228
Liverpool 2: India Buildings, Brunswick Street	
" The Cotton Exchange	Bank 2020
" The Fruit Exchange	
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 85245
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:  
Central Telex 7370.

LIVERPOOL:  
Bank Telex 4012.

MANCHESTER:  
Central Telex 5800.

NEWCASTLE:  
Telex 23033.

SHEFFIELD:  
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

Circuit.

Clerk's  
Name.Time  
Received.

BOWSE. Y/TR.

No. 15479 2385

WHA586Y SANTIAGOCHILE 38 25 1300

*Continental*

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

MANANA SABADO DAMOS BANQUETE HOMENAJE AGRADECIMIENTO

ERRAZURITZ CONVENIENTE CABLE SUYO

MENDIBIL +

Now, you must bring the action to an end following this order of mine. And then together, all can fight for the liberty of Euzkadi and for the triumph of the allied cause.

I hope to receive your agreement, making use of this means, provided by the kindness of some good friends.

I thank you for the greetings you sent me through Manu Sota.

Wishing you a happy New Year,

Yours very sincerely

Jose Antonio de Aguirre

COPY

Continental

Sr. Don Luis de Ortuzar,  
10 Bicelescombe Park Road,  
Ilfracombe, Devon,  
England

2

27th November, 1941.

My dear friend and compatriot,

They tell me from Marseilles that suitable instructions have been passed to you in order that you should place yourself absolutely under my orders. I should have preferred to have a cable or notice from you to this effect. I am writing to you with reference to the dispute between Mr. Irujo and yourself. You have admitted that the funds belong to the Basque Government. Very well then, you know that I am the President of the Basque Government and the only person who can legitimately order the disposal of its properties as well as the general policy of the Basques. And you know that my orders will be obeyed by everyone. I invoke your patriotic spirit in order to bring the dispute to an end. I am also writing to Mr. Irujo, and a copy of the letter is enclosed.

I propose, and I order you both to abandon the case, withdrawing your respective representatives, and making joint efforts to carry out the liquidation immediately, transferring the funds to the persons I shall indicate. In my desire for cordiality and not to hurt the feelings of anyone, I ask you to tell me the names of suitable persons, for this purpose, now living in England.

I have learned the details of the case, not from the comments of the interested parties, but from many days' study of the text of the documents presented to the Judge. I have also read all your correspondence. Both sides know and acknowledge that these funds belong to the Basque Government, whether in its own name or in the name of the "Societe de Secours aux Basques" as a skilful way of avoiding opposing claims. Irujo, as well as the London Delegation, is entirely at my orders according to the communication I have received. I hope for a similar attitude from you.

I have received indications from high circles expressing the desire to see an end to these differences between the Basques, which are the only ones and disagreeable ones at that, which have occurred during my Government both in Euzkadi as well as in exile. A political conduct which has produced so many benefits for our national cause, cannot be besmirched with the scandal which always arises from a dispute, particularly of this nature.

Later, both of you can justify fully your attitude and the reasons for it, but in our own circles and not outside.

Ten 8490

15/10/41

3

ORTUZAR  
10, BICCLESCOMBE PARK ROAD  
ILFRACOMBE

RECIBIDO SIGUIENTE TELEGRAMA stop MONTEVIDEO 43 14 1610  
IRUJO HOBART PLACE LONDON stop RECIBO EMOCIONADO  
TESTIMONIOS VUESTROS AFECTOS LEALTAD ESPERO INVOCANDO  
PATRIOTISMO PONGAS TERMINO DIFERENCIAS PUDIERAN  
EXISTIR CON ORTUZAR HASTA RECIBIR INSTRUCCIONES  
TODOS ASUNTOS DESCONOCIENDO DIRECCION ORTUZAR  
COMUNICALE TEXTO CABLE SALGO MIERCOLES BAIRES  
EMBARCANDO SABADO NEWYORK JOSE A DE AGUIRRE

BASQUE DELEGATION

Hora 12, 30 p. m.

D. B. LEVINSON & SHANE,

SOLICITORS.  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

*Thornton House,  
Finsbury Square,  
London, E. C. 2.*

DBL/MC. 20th January, 1944.  
Thursday.

4

Dear Sir,

Continental Transit Co. Ltd.  
Basque Delegation.

We shall be glad to have payment of costs viz. £67.7.4d. and we shall be obliged if you will communicate with the Secretary of the Comité Basque on the matter.

Yours faithfully,

*D. B. Levinson & Shane*

F. M. De Irujo,  
Basque Delegation,  
7/8, Hobart Place,  
Eaton Square,  
S.W.

D. B. LEVINSON & SHANE,

SOLICITORS.  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

DBL/MC.

5  
*Thornton House,  
Finsbury Square,  
London, E. C. 2.*  
26th October, 1943.  
Tuesday.

Dear Sir,

Continental Transit Co. Ltd.,  
-----

We are in receipt of yours of the 20th instant and enclose the Notice and copy accounts received from the Liquidator.

We have not retained a copy and perhaps you will make a copy and let us have it for inclusion in our papers.

Yours faithfully,

*D. B. Levinson & Shane*

Senr. D. Irujo,  
Basque Delegation,  
7/8, Hobart Place,  
Eaton Square,  
S.W.1.

6

1st November, 1943.

Messrs. D. B. Levinson & Shane,  
Thornton House,  
Finsbury Square,  
E.C.2.

Dear Sirs,

Continental Transit Co. Ltd.

We thank you for your letter of the 26th  
October enclosing the Notice and copy accounts received from the Liquidator. We have not made copies of these, and are returning them to you.

Yours faithfully,

D.B. Levinson & Shane.

DBL/MC

7  
Thornton House,  
Finsbury Square,  
LONDON. E.C.2

26th October, 1943  
Tuesday.

Dear Sir,

Continental Transit Co. Ltd.,

We are in receipt of yours of the 20th instant and enclose the Notice and copy accounts received from the Liquidator.

We have not retained a copy and perhaps you will make a copy and let us have it for inclusion in our papers.

Yours faithfully,

Señor D. Irujo,  
Basque Delegation,  
7/8, Hobart Place,  
Eaton Square, S.W.1

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re CONTINENTAL TRANSIT COMPANY LIMITED

(In Voluntary Liquidation)

NOTICE IS HEREBY GIVEN (pursuant to sections 236 and 283 (1) (b) of the Companies Act 1929) that a General Meeting of the Members of the above-named Company will be held at Ground Floor, Algeria House, 33/4 Bury Street, E.C.3 on Tuesday the 23rd day of November 1943 at 12 noon, for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidator, to confirm the Liquidator's remuneration, and also of determining by extraordinary resolution the manner in which the books, accounts, and documents of the Company and of the Liquidator thereof shall be disposed of.

Dated this sixth day of October 1943.

I.H.Bennett.

Liquidator.

CONTINENTAL TRANSIT COMPANY LIMITED

(In Voluntary Liquidation - Members' Winding-up)

LIQUIDATOR'S FINAL STATEMENT OF ACCOUNT

Dr.

Cr.

To Realisation of Assets 122.993 8 5. By Cost of Liquidation:-

" Bank Deposit Interest  
and Discount on  
Treasury Bills 678 6 -

Less Income Tax  
paid thereon 339 2 -

339 4 -

Less Bank commission  
on the purchase of  
Treasury Bills 13 15 - 325 9 -

Board of Trade fees on  
withdrawal from 700 3 9  
Companies li-  
quidation account  
at the Bank of  
England

Legal fees 400 - -

Liquidator's fees  
and further  
costs 1.143 18 5

Sundry expenses 48 19 4 2293 1 6

" Creditors paid in full 1025 15 1

" Return to Contributories  
of 30/- per share on  
80.000 shares of £1  
each fully paid 120000 0 0

£ 123.318 17 5  
-----

£ 123318 17 5  
-----

CONTINENTAL TRANSIT COMPANY LIMITED

(In Voluntary Liquidation - Members' Winding-up)

LIQUIDATOR'S FINAL STATEMENT OF ACCOUNT

Schedules

1. Realisation of Assets

Cash

	Value as per £ Balance Sheet at 18.2.41	Amount Realised
Cash at Barclay's Bank, Cardiff Docks	65.115 2 4	65.115 2 4
Petty Cash in Hand	85 7 11	85 7 11
Unused Insurance Stamps	1 11 2	1 14 6
Unused Cheque Stamps	Nil	16 8
	65.202 1 5	65.203 1 5

Debtors

Prepaid Rates	1 6 -	1 6 -
Bilbrough & Co.Ltd.	61 6 -	61 6 -
Commander Guizar	50 - -	50 - -
L. de Ortuzar	48 1 -	48 1 -
Stonehouse Cory	36 13 8	36 13 8
Income Tax refund	1.357 14 6	1.565 1 6
Shipping Federation	Nil	1 - 2
Average claim - E.Wings and Beal	Nil	65 14 5
	1.555 1 2	1.829 2 9

Advances to Shareholders

55.960 19 3    55.960 19 3

Investment

2 £10 shares (£8 paid) Coal and Shipping Exchange (Cardiff) Ltd.	16 - -	5 -
---	--------	-----

£122.734 1 10    £122.993 8 5

2. Cost of Liquidation

Sundry Expenses

Cost of retaining Cardiff Oddice for 2 weeks from 18.2.41 (including salaries)	£ 18 8 5
Advertising for Creditors, etc.	6 17 6
Translations	5 19 8
Cost of sending books etc. from Cardiff to London	2 7 10
Travelling expenses during Liquidation	3 - 1
Post, Telephone, Telegrams etc.	7 12 3
Board of Trade forms, Commissioners' fees, etc.	1 18 11
Sundries	£48 19 4
	2 14 8

3. Creditors paid in full.

Management & Shipping Co.Ltd.	324 10 1	324 10. 1.
D.L.Roberts - balance of salary	26 14. 3.	26 14. 3.
do. compensation for loss of office as secretary of the Company (paid by agreement with Mr. Ortuzar)	Nil	125 0. 0.
D.P.Barnett - travelling and expenses in connection with the sale of ships (paid by agreement with Mr. Ortuzar)	Nil	300 - -
Capt.Potts	Nil	8 5 0.
Messrs. F.H.Bennett and Co.	112 12 10	112 12 10
Messrs. Gilbert Robertson and Co.	79 14 1	79 14 1
Ministry of Food	Nil	35 18 4
Messrs. Harvard Davies and Wynn Jones	6 - -	6 - -
Telephone	2 14 3	2 14 3
Electricity	4 7 1	4 7 1
	<hr/>	<hr/>
	£ 556 12 7	£1.025 15 11
	<hr/>	<hr/>

4. Return to Contributories of 30/- per share.

Management & Shipping Co.Ltd. (In Voluntary Liquidation)	20.000 shares	£ 30.000 0 0
The Custodian of Enemy Property (For Doroteo de Ziaurriz)	50.000 "	75.000.0 0
Luis de Ortuzar	10.000 "	15.000 0 0
	<hr/>	<hr/>
	80.000 shares	£ 120.000 0 0
	<hr/>	<hr/>

20th October, 1943.

Messrs. D. B. Levinson & Shane,  
Thornton House,  
Finsbury Square,  
E.C.2.

Dear Sirs,

I thank you for your letter of the 19th October, regarding the meeting of the Continental Transit Co. on 23rd November, and would advise you that I shall not attend.

I have not received a copy of the notice and accounts, and should be glad if you would be kind enough to send these.

Yours faithfully,

M. de Irujo.

D. B. LEVINSON & SHANE.

SOLICITORS.  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

Thornton House,  
Finsbury Square,  
London, E. C. 2.  
19th October, 1943.  
Tuesday.

DBL/MC.

Dear Sir,

Continental Transit Co. Ltd.  
-----

We have received from the Liquidator of Continental Transit Co. notice of the final Meeting of the Company and a copy of his final Statement of Account and he states although you are not a member of the Company you are invited to be present at the Meeting.

The Meeting is to be held at the Ground floor, Algeria House, 33/4, Bury Street, E.C.3. on Tuesday the 23rd November, 1943 at 12 noon.

Kindly inform us whether you have received a notice and copy of the accounts as if not we will send you ours.

Yours faithfully,

*D. B. Levinson & Shane*

Senr. Manuel de Irujo,  
Basque Delegation,  
7/8, Hobart Place,  
Eaton Square,  
S.W.

Comite Basque des refugees, Basque Delegation, 7/8 Hobart Place,  
Eaton Square, London, S.W.

- to -

Phoenix Levinson Walters & Shane, Thornton House, Finsbury Square,  
London, E.C.2

-----  
Re: Continental Transit Co. Ltd.  
-----

1942

April 23rd Attending Mr. Gondra on the telephone and arranging to see you.

Attending Mr. Irujo and Mr. Lizaso when they informed us of the Meeting they had had with the Foreign Official Officials. It appeared you had received a telephone call asking you to meet them and you had gathered on account of the Contracts made by your President in Washington the Foreign Office in London had been communicated with and they were prepared to assist you to recover the money in the hands of the Liquidator and you had placed before the Foreign Office Officials a complete resume of what had taken place and you had made certain suggestions for getting the matter disposed of.

Discussing matter and dealing with legal position of Mr. Irujo under Power of Attorney and of the Liquidator in respect to Dr. Ziarruz and the Custodian Trustee and ultimately it was arranged the Foreign Office be referred to us with a view to our seeing them and making arrangements for a settlement of the matter as we were firmly of the opinion that the Liquidator would only pay over the money to the Custodian Trustee and the Comite could then claim it for him and we thought this was the best course to take.

Engaged some time.

10  
2. 2. 0.

27th Letter from you enclosing copy correspondence passing between you and Mr. Ottley and draft of a proposed Cable.

Perusing and considering.

6. 8.

Writing you acknowledging and we approved the terms of your letter to Mr. Ottley.

3. 6.

28th Letter from you enclosing copies of further correspondence between you and Mr. Ottley and the cable.

Perusing same.

May

7th Attending Mr. Lizaso on the telephone and he enquired if we had heard from any parties and informing him we had not.

3. 4.

8th Attending Herbert Smith & Co. and they stated they were acting for the Foreign Office and arranging to see Mr. Aubrey Smith on Monday.

2. 15. 6.

11th Attending Mr. Smith and going thoroughly into whole case and he stated the Foreign Office were anxious to assist in getting the release of monies concerned and agreed the Comite Basque were the people entitled to it.

Discussing the Trust Deed and the power of the Secretary General to receive monies and it was finally agreed that he and the Officials at the Foreign Office would see the Custodian and evidence would be furnished establishing the Trust Deed so as to enable the monies to be paid out.

Attending you informing you of interview and dictating your secretary a short report.

1. 1. 0.

6. 8.

12th Attending you on the telephone and asking us to send a copy of our report and we promised to write you again supplementing it.

6. 8.

13th Having received a copy of the Memo which we had dictated to you.

Perusing same.

Writing you fully setting out the terms of the interview.

3. 4.

19th Attending you on the telephone when you read to us a letter received from Mr. Ottley and it appeared he and Mr. Smith had seen the Public Trustee and Custodian and you read to us your reply in which you referred him to Senor Ortuzar's Affidavit and copy of Deed of Trust and informing him we approved the letter.

6. 8.

June.

3rd Attending you on the telephone when you informed us that a representative of the Foreign Office had called to see you and you gathered that an approach had been made to the Custodian who had asked for the Opinion of a French Lawyer and Herbert Smith & Co. had approached one with us but pointing out this was not so and we would speak to them on matter.

6. 8.

Attending Herbert Smith & Co. and speaking to Mr. Smith's Secretary and ascertaining Mr. Smith had seen the Custodian Trustee and following their interview had submitted the facts to a Mr. Johnson who had practiced in France for his Opinion

6. 8.

Later attending Mr. Aubrey Smith who confirmed steps taken by him and he promised to communicate the Opinion when received by us and would collaborate with us in taking the next steps.

10. 6.

Attending you on the telephone and reporting this interview and you asked us to write you fully reporting which we promised to do.

5. 0.

4th Writing you fully reporting conversation we had had with Herbert Smith & Co. as promised

3. 6.

5th Letter from Gilbert Robertson & Co. the Liquidator had instructed him to apply for repayment of £7000 amount paid by you on 10th May 1940 with interest at 5%

Fair copy.

2. 0.

- brought forward -

6. 14. 2.

5th Writing you therewith and this letter came as a Complete surprise in view of the steps being taken for release of money and suggesting you to see us in order to decide on course to pursue. 5. 0.

8th Long letter from you fulling reporting your interview with Mr. Ottley and setting out in detail the report he had given you of discussions with Custodian Trustee. Perusing same. 5. 0.

18th Attending Mr. Smith on the telephone when he informed us the Appointment with the Custodian Trustee was cancelled. Attending you and informing you and you stated you had not known anything of this appointment and explaining it had been arranged by Mr. Smith and we understood he had notified you. 5. 0. 6. 8.

20th Writing you confirming our telephone conversation and explaining the position re the appointment and we would let you hear from us. 3. 6.

July 4th Attending you on the telephone and informing you we had heard nothing further and you asked us to write Messrs. Herbert Smith & Co. Writing them accordingly. 5. 0. 3. 6.

6th Attending Mr. Aubrey Smith when he informed us the Custodian Trustee was in communication with the Foreign Office and the question of an interview with the Custodian depended upon the outcome of their discussions. Writing you reporting this. 6. 8. 3. 6.

8th Letter from Smith & Co. confirming their conversation with us.

10th Attending Mr. Smith when he stated it was advisable to hold a meeting between all parties and suggested next Wednesday at 11. and informing you of this and that we proposed to attend the meeting. 6. 8.

14th Letter from you, you were glad we were attending the meeting and that you gave us all power to settle the matter.

15th. Attending at Herbert Smith's Office meeting the Liquidator and Messrs. Crump and discussing the whole matter fully and Mr. Smith showed us a letter received from the Custodian that he was agreeable to distribute the money when received and taking particulars of the Liquidators requirements and asking Messrs. Crump to send us copies of certain receipts. 3. 3. 0. Perusing and considering the various documents and arranging for the Liquidators solicitors to send us draft of the document which they required to be signed. 10. 6. Writing you fully reporting. 5. 0.

Carried Forward

13. 3. 2.

- brought forward -

13. 3. 2.

- 16th Letter from Crump and Son enclosing copy of a receipt as promised. 3. 4.  
Perusing and considering.
- 17th. Writing William Crump & Son acknowledging.
- 20th. Fair copy the documents received from Messrs. Crump 10. 6.  
Writing you therewith for you to consider. 3. 6.
- 21st Letter from you acknowledging and dealing with the various items referred to in our letter.
- 22nd Letter from you dealing with copy documents we had sent you and pointing out they fully substantiated your claim. 5. 0.  
Perusing same.  
Writing acknowledging and we were writing to the Liquidators Solicitors pressing for the draft document. 3. 6.  
Writing Gilbert Robertson & Co. with reference to the interview we had had with various parties and asking for draft document. 5. 0.
- 27th Letter from Messrs. Smith & Co. enclosing copy of Statement prepared by Mr. Bennett. 10. 0.  
Perusing and considering same.
- 28th Fair copy thereof. 2. 6.  
Writing you therewith and dealing with the various figures in the account and asking you to consider same and to let us have your instructions thereon. 5. 0.
- 30th Letter from you that you agreed the figures of the Liquidator and that you would like to see a settlement on the basis of his calculation. 6. 8.  
Attending Mr. Smith and informing him of your agreement and he promised to take steps to conclude the matter.  
Writing you acknowledging and reporting that we had spoken to Mr. Smith and hoped to have the matter settled shortly. 3. 6.
- August  
5th Letter from Gilbert Robertson & Co. enclosing draft deed of terms of settlement dealing with the settlement discussed with the Liquidator. 13. 4.  
Perusing and considering same. 5. 0.  
Fair copy for you. 3. 6.  
Writing you therewith.
- 6th Attending Mr. Lizaso when he raised the point the Terms of Settlement did not make specific reference to the Agreement by the Custodian to pay over the money to the Comite Basque and informing him Mr. Smith held a letter from the Custodian and stating we would get a copy of this letter. 10. 6.  
Attending Herbert Smith & Co. and arranging for them to let us have copy of this letter. 6. 8.

Carried Forward 18. 0. 8.

	- brought forward -	18. 0. 8.
7th	Letter from Smith & Co. enclosing copy of the letter they had received from the Custodian Trustee.	
	Attending you and dictating it to your Secretary.	6. 8.
	Perusing same.	3. 4.
	Later attending you and discussing and you expressed yourself as satisfied and instructed us to agree the terms of settlement.	10. 0.
	Attending marking the terms of settlement approved accordingly.	6. 8.
	Writing Gilbert Robertson & Co. therewith and asking them for the Engrossment.	5. 0.
10th	Letter from you confirming your Agreement with the terms of settlement and setting out your consideration.	
	Letter from Crump & Son enquiring if you were prepared to give the Indemnity asked for.	
	Letter from Gilbert Robertson & Co. acknowledging.	
	Writing Crump & Son you had agreed the terms and were giving the Indemnity.	3. 6.
11th	Attending Mr. Aubrey Smith when he discussed with us the Indemnity asked for by the Liquidator and informing him you had agreed to give same.	10. 0.
	Attending you on the telephone when you asked us questions re Power of Directors and Shareholders of the Company and advising and explaining Resolutions capable of being passed and their purport.	6. 8.
12th	Letter from William Crump & Son acknowledging.	
	Attending Mr. Lizaso and Mr. Gondra when they consulted us re the handing over of the monies received from Liquidator by the Comite to you and it was proposed to execute a Power of Attorney entitling the Secretary General to do this	6. 8.
	Perusing the Constitution of the Comite.	10. 6.
	Discussing and advising we did not think a Power of Attorney was necessary and we did not think he had power to do so and all that was necessary was for the Council to pass the necessary resolution to pay money over.	10. 6.
13th	Letter from you re: our interview and enclosing copy of Resolution of Comite.	
	Perusing and considering same.	3. 4.
	Writing you confirming the advice we had tendered to Mr. Lizaso and Mr. Gondra and suggesting you give to the Secretary General the necessary evidence that you were authorised to receive the money on behalf of your President, and this evidence should be preserved and fully recorded.	6. 8.
18th	Letter from you that you would arrange for the funds to be paid over to the Comite if same came to your hands and asking the position as to the Terms of Settlement.	

	- brought forward -	22. 10. 2.
20th	Attending Mr. Lizaso on the telephone reporting we had not yet heard anything.	3. 4.
	Writing Gilbert Robertson & Co. acknowledge them to hurry this matter forward.	
	Writing you further reporting.	3. 6.
24th	Letter from Gilbert Robertson & Co. acknowledging and they had heard from Messrs. Crump and they understood Mr. Smith was again seeing Custodian Trustee.	
	Writing Messrs. Herbert Smith on this and we did not understand the purport of this letter and we were disappointed at the delay.	5. 0.
	Writing Gilbert Robertson & Co. acknowledging and we understood Crump & Son accepted the terms and we were anxious to bring matter to a close.	5. 0.
	Fair copy of their letter.	1. 0.
	Fair copy of our letter, to Crump & Son.	1. 0.
	Fair copy of our letter to H. Smith & Co.	1. 0.
	Writing you therewith.	3. 6.
26th	Letter from Herbert Smith & Co. the Liquidator was mistaken and they were taking up the matter with him and they were writing Liquidators Solicitors.	
	Fair copy.	1. 0.
	Writing you therewith and drawing your attention to Mr. Ortuzar's objections.	3. 6.
Sept. 9th	Letter from Messrs. Gilbert Robertson & Co. re: the 2 items referred to in the proposed terms of settlement and setting out the comment of the Liquidator thereon and asking us if we agreed to the alteration required by the Liquidator.	
	Fair copy letter for you.	1. 0.
	Writing you therewith and for instructions.	3. 6.
	Attending Mr. Gondra on the telephone when he instructed us to agree the acts suggested by Liquidators Solicitors.	6. 8.
	Writing Gilbert Robertson & Co. accordingly.	3. 6.
	Writing you with same.	3. 6.
11th	Letter from you acknowledging and confirming your agreed the alterations.	
	Letter from Liquidators Solicitors acknowledging.	
22nd	Letter from Gilbert Robertson & Co. enclosing the draft terms of settlement slightly amended and with added clauses and asking us to approve same, and they had asked Messrs. Crump to discuss matter with us if their amendments were not accepted.	
	Perusing and considering the amendments.	10. 0.
	Fair copy letter.	2. 0.
	Writing you therewith and for instructions.	3. 6.
24th.	Attending Mr. Gondra on the telephone when he stated you approved the proposed amendments and asking us to return documents accordingly.	6. 8.
	Writing Gilbert Robertson & Co. returning the document accordingly approved.	5. 0.
	carried forward	26. 3. 4.

- brought forward - 26. 3. 4.

25th Letter from you confirming your telephone instructions and you had no objections to the amendments made. 6. 8.  
 Attending marking amendments accordingly 3. 6.  
 Writing Gilbert Robertson & Co. therewith 3. 4.  
 Attending you on the telephone and arranging to see you  
 Attending Mr. Gondra and Mr. Etxebarria when they handed us a letter from you and that you were withdrawing your name and to communicate with Mr. Etxebarria and fully explained the position due to Mr. Ortuzars attitude 10. 6.  
 Writing Crump & Son with reference to a settlement of the matter. 3. 6.  
 Writing the Liquidator. 3. 6.

Oct. 16th Letter from Gilbert Robertson & Co. they had not yet heard from Messrs. Crump approving terms.  
 Letter from Crump & Sons setting out arrangement for Mr. Irujo to withdraw from the Agreement.  
 Attending you on the telephone and informing you of this 3. 4.  
 19th Attending Mr. Lizaso on the telephone and discussing question of Mr. Irujo withdrawing and he suggested we meet and he promised to give us an appointment later. 5. 0.  
 20th Attending Mr. Gondra on the telephone and arranging to see him. 3. 4.  
 Attending him and Mr. Etxebarria and considering letter from Mr. Crump and the possible result of Mr. Irujo's withdrawing from the Agreement and advising we write, consenting to the proposition providing payment were made to the Comite and you approved. 10. 0.  
 Writing Crump & Son accordingly setting out your views. 5. 0.  
 Fair copy for you. 1. 0.  
 Writing you therewith. 3. 6.  
 Fair copy Messrs. Crumps letter to accompany. 1. 0.

27th Writing you therewith for your consideration. 3. 6.  
 Attending Mr. Lizaso who informed us you intended sending cable to your President for instructions and asking our views and stating that we agreed that it was highly dangerous for Mr. Irujo to give up all claims unconditionally but we were satisfied that in due course the money would be paid to the Custodian and the Comite would then have to claim payment of same. 10. 0.

Nov. 2nd Letter from Gilbert Robertson & Co. enclosing copy of a letter they had sent Messrs. Crump & Son with copies of letters from Liquidator and National Guarantee Association. 6. 8.  
 Perusing and considering the correspondence and enclosures.  
 3rd Letter from you confirming your President had agreed Mr. Irujo withdraw unconditionally from this matter.  
 4th Attending Senor Gondra on the telephone when he stated Mr. Irujo would like to sign his document this afternoon and ~~fitting whblwemtdereuntdlstdhandcbrwaponmpeasibhccfor~~ documents to be signed until all difficulties had been cleared up and that we were sending you copies of correspondence. 10. 0.

- carried forward - 30.16. 8.

		- brought forward -	30. 16. 8.
	Fair copy of G. Robertson & Co. letters and the letters enclosed.		5. 0.
	Writing you therewith.		3. 6.
9th.	Attending you on the telephone and arranging to see you later.		3. 4.
	Attending Mr. Gondra and Mr. Etxebarria and going through the letters we had received from Gilbert Robertson & Co. and considering the requirements of the Liquidator and arranging for necessary replies and they stated they were seeing Mr. Ortuzar and would give us final instructions on Wednesday.		
	Engaged some time.	1.	1. 0.
11th	Attending you on the telephone and you informed us Mr. Ortuzar had been seen and you had agreed outstanding points and asking us to complete letter we had drafted.		6. 8.
17	Letter from Mr. Etxebarria upon the matter.		
	Writing Mr. Etxebarria acknowledging.		3. 6.
17th	Letter from Gilbert Robertson & Co. acknowledging.		
	Attending you on the telephone enquiring if we had written and enquiring we had done so.		3. 4.
19th.	Attending Señor Gondra on the telephone and arranging to see you.		3. 4.
	Attending you later and you informed us you had seen Mr. Ortuzar and he objected to the suggestion we had made that he was responsible for the delay and you informed us that he had made a suggestion for settling matter and you were prepared to fall in and instructing us to write the Liquidators Solicitors accordingly.		
	Discussing matter fully going through the correspondence and deciding on formula to adopt in our reply.	1.	1. 0.
	Writing Gilbert Robertson & Co. accordingly and enclosing certified copy of the Comite's constitution in English and in France and of your appointment as Secretary General.		5. 0.
	Fair copy of our letter of the 11th November.		1. 0.
	Fair copy of our letter of to-day.		1. 0.
	Writing you therewith.		3. 6.
23rd	Letter from Gilbert Robertson & Co. acknowledging and they had received a letter from Crump & Sons who made a further suggestion for a settlement and promising to write us again as soon as possible.		
24th	Fair copy Robertson letter for you.		2. 0.
	Writing you therewith and referring to its contents.		3. 6.
27th	Letter from you that Mr. Ortuzars Solicitors were seeing the Custodian Trustee and you had authorised them to represent you at the Meeting in order to safe time.		

carried forward.

35. 3. 4.

	- brought forward -	35. 3. 4.
30th	Writing you acknowledging and we awaited the result of the interview with the Custodian Trustee.	5. 0.
Jan. 12th	Writing you enquiring whether Liquidator had now distributed funds.	3. 6.
Apr. 28th	Letter from Gilbert Robertson & Co. enclosing draft terms now amended for approval by Mr. Irujo. Fair copy thereof.	1. 0.
	Writing you therewith and that Mr. Ortuzar had apparently agreed them.	3. 6.
	Attending Mr. Etxebarria and discussing and he advised us of the course he wished to take and stated that Mr. Irujo confirmed this.	10. 0.
May 5th	Letter from Mr. Irujo confirming instructions given us by Mr. Etxebarria.	
	Writing Gilbert Robertson & Co. accordingly approving Minutes of the Order.	5. 0.
7th	Letter from Gilbert Robertson & Co. acknowledging	
19th	Letter from Gilbert Robertson & Co. acknowledging	
June 2nd	Letter from Stibbard Gilson & Co. enclosing Summons, Minutes of Order and Affidavit. Perusing and considering same.	13. 4.
	Writing acknowledging	3. 6.
8th	Attending before Registrar on Summons to deal with assets on agreed terms when order made in accordance therewith.	3. 3. 0.
9th	Writing you that following the order the Liquidator would now distribute the funds and the Custodian would receive amount due to you and you would probably have to take action to establish title of Comite.	5. 0.
10th	Attending Mr. Gendra on the telephone and informing him the Liquidators Solicitors had not yet passed their order and promising to write them.	6. 8.
	Writing Gilbert Robertson & Son accordingly, and inquiring whether the Liquidator had distributed the funds in his hands.	3. 6.
18th	Letter from Liquidators Solicitors that Registrar had raised a point with regard to Management and Shipping Co. and he considered this Company should be made a party and that the Liquidator who was also the Liquidator of this Company should obtain the consent of this Company to receive the money. Perusing same.	3. 4.
	Writing you fully explaining this and matter was coming before Master on Wednesday and we would report.	5. 0.
21st	Writing you informing you that the Management and Shipping Ltd. were being joined in as parties.	3. 6.
	carried forward	<u>41.18. 2.</u>

- brought forward - 41. 18. 2.

Letter from Messrs. Stibbard Gibson & Co. setting out the requirements of the Registrar before he would pass the Order, and enclosing copy Affidavit by Mr. Bennet to be filed in pursuance thereto.

Perusing and considering their letter. 5. 0.

Perusing and considering Affidavit. 10. 6.

Writing them acknowledging and that we would attend on the adjourned hearing of Summons and deal with same. 3. 6.

23rd

Attending before Registrar on adjourned hearing of Summons for leave to settle action to agreed terms when the Learned Registrar again adjourned the Summons for evidence to be given as to Mr. Barnets Share in the Company 3. 3. 0.

30th

Attending before Registrar on adjourned Summons when evidence was completed and after further argument the Registrar made an order on the terms asked. 3. 3. 0.

Jul

15

Attending you on the telephone and informing you order had now been finally made for payment to the Custodian. 6. 8.

Letter from Stibbard Gibson & Co. enclosing copy of draft order. 6. 8.

Perusing same. 3. 6.

Writing you therewith 5. 0.

Fair copy to accompany.

6th

Letter from Stibbard & Co. enclosing a letter from the Liquidator setting out terms of the Settlement and a copy for Signature by you. 6. 8.

Perusing same. 3. 6.

Writing you therewith and copy for Completion. 1. 1. 0.

Attending Court settling draft Order before Mr. Runell

8th

Letter from you enclosing Liquidators letter duly signed as requested. 3. 6.

Writing Liquidator with the agreed letter accordingly.

12th

Letter from Mr. Bennett returning letter so date could be inserted. 3. 6.

Writing him returning letter after inserting date.

15th

Letter from Mr. Bennett acknowledging.

Aug.

1st

Writing Gilbert Robertson & Co. to let us know how this matter stood. 3. 6.

9th

Letter from Robertson & Co. a cheque had been sent forward for payment over to Custodian Trustee.

10th

Fair copy letter from Gilbert Robertson & Co. 1. 0.

Writing you therewith and for your instructions. 3. 6.

16th

Letter from Mr. Lizaso acknowledging and asking us to let you know as soon as the payment to the Custodian had been made.

carried forward 52.11. 2.

		- brought forward -	52. 11. 2.
17th	Writing Stobbard Gibson & Co. enquiring if payment had been made to the Custodian		3. 6.
19th	Letter from Solicitors amount had been paid over to the Custodian Writing you informing you.		3. 6.
25th	Letter from you acknowledging		
Sept. 1st	Letter from you the amount handed to the Custodian had been paid over to the Secretary of Comite Basque.		
2nd	Writing you acknowledging and we were pleased at the satisfactory result of the matter. Letters, attendances.		3. 3. 0.
	Postages, telephones and stationery	2. 2. 0.	
	Copying charges	10. 6	
		<hr/>	
		2.12. 6.	56. 1. 2
	Add 33 1/3%		18. 13. 8
	Add disbursements		2. 12. 6
			<hr/>
			£67. 7. 4
			<hr/> <hr/>

Dated this 14th day of September, 1943.

With the compliments of

D. B. LEVINSON & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

D. B. LEVINSON & SHANE,

SOLICITORS.  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

Thornton House, 11  
Finsbury Square,  
London, E. C. 2.

DBL/MC. 2nd September, 1943.  
Thursday.

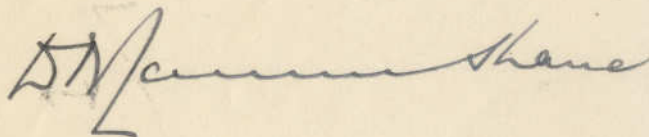
Dear Sir,

Continental Transit Co. Ltd.,  
-----

We are in receipt of yours of the 31st August, and are very pleased to note this matter has been brought to a very successful conclusion and we shall be glad if you will convey our satisfaction to Mr. Extebarria.

We are now preparing our Bill of Costs and will let you have this in due course.

Yours faithfully,



Senr. Manuel de Irujo,  
Basque Delegation,  
7/8, Hobart Place,  
Eaton Square,  
S.W.1.

COPY

12

D. B. LEVINSON & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

19th August, 1943.

Dear Sir,

Continental Transit Co. Ltd.  
-----

We are today informed that the sum of £46,000  
has been paid to the Custodian.

We shall now be glad to have instructions.

Yours faithfully,

D. B. LEVINSON & SHANE.

Sr. Manuel de Irujo,  
7 Hobart Place,  
Eaton Square,  
S.W.1.

D. B. LEVINSON & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

10th August, 1943.<sup>13</sup>

Dear Sirs,

Continental Transit Co. Ltd.

We enclose copy of a letter we have received from Gilbert Robertson & Co. from which you will see the position.

Yours faithfully,

D. B. LEVINSON & SHANE.

The Basque Delegation,  
7 Hobart Place, S.W.1.

GILBERT ROBERTSON & CO.

33 West Bute Street,  
Cardiff Docks.

6th August, 1943.

Dear Sirs,

Re: CONTINENTAL TRANSIT CO. LTD. ACH/43

In reply to yours of the 5th instant, we have received letter from the Liquidator to-day, stating that he has received the sum of £2,360-19-3d. payable by Mr. Ortuzar in accordance with the terms arranged, and we are also today forwarding to our Agents, Messrs. Stibbard Gibson & Co., the Liquidator's cheque for £46,400 payable to the Custodian of Enemy Property in respect of the shares registered in the name of Doroteo de Ziauriz, in order that they may pay this sum over to the Custodian.

Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs. D.B. Levinson & Shane,  
Thornton House,  
Finsbury Square,  
London, E.C.2.

111

31st August, 1943.

Messrs. D. B. Levinson & Shane,  
Thornton House,  
Finsbury Square,  
E.C.3.

Dear Sirs,

We beg to inform you that we have now heard that the Custodian of Enemy Property yesterday paid over the due amount to Mr. Etxebarria, as Secretary of the Comité Basque.

Now that this matter has been finally settled, we should like to take this opportunity of expressing to you our satisfaction with the way you have handled the affair and our appreciation of your unfailing attention at all times.

Yours faithfully,

M. de Irujo.

31st August, 1943.

Messrs. D. B. Levinson & Shane,  
Thornton House,  
Finsbury Square,  
E.C.3.

Dear Sirs,

We beg to inform you that we have now heard that the Custodian of Enemy Property yesterday paid over the due amount to Mr. Etxebarria, as Secretary of the Comite Basque.

Now that this matter has been finally settled, we should like to take this opportunity of expressing to you our satisfaction with the way you have handled the affair and our appreciation of your unfailing attention at all times.

Yours faithfully,

M. de Irujo.

16  
31st August, 1943.

Messrs. D. B. Levinson & Shane,  
Thornton House,  
Finsbury Square,  
E.C.3.

Dear Sirs,

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Now that this matter has been finally settled, we should like to take this opportunity of expressing to you our satisfaction with the way you have handled the affair and our appreciation of your unfailing attention at all times.

Yours faithfully,

M. de Irujo.

D. B. LEVINSON & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

10th August, 1943. 12

Dear Sirs,

Continental Transit Co. Ltd.

We enclose copy of a letter we have received from Gilbert Robertson & Co. from which you will see the position.

Yours faithfully,

D. B. LEVINSON & SHANE.

The Basque Delegation,  
7 Hobart Place, S.W.1.

GILBERT ROBERTSON & CO.

33 West Bute Street,  
Cardiff Docks.

6th August, 1943.

Dear Sirs,

Re: CONTINENTAL TRANSIT CO. LTD. ACH/43

In reply to yours of the 5th instant, we have received letter from the Liquidator to-day, stating that he has received the sum of £2,360-19-3d. payable by Mr. Ortuzar in accordance with the terms arranged, and we are also today forwarding to our Agents, Messrs. Stibbard Gibson & Co., the Liquidator's cheque for £46,400 payable to the Custodian of Enemy Property in respect of the shares registered in the name of Doroteo de Ziaurriz, in order that they may pay this sum over to the Custodian.

Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs. D.B. Levinson & Shane,  
Thornton House,  
Finsbury Square,  
London, E.C.2.

23rd August, 1943.

Messrs. D. B. Levinson & Shene,  
Thornton House,  
Finsbury Square,  
E.C.2.

Dear Sirs,

We are in receipt of your letter of the 19th August, and have passed a copy on to Mr. Echebarria.

We will keep you advised of any further developments, and hope you will do the same.

Yours faithfully,

D. B. LEVINSON & SHANE,

SOLICITORS,  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE,

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

*Thornton House,  
Finsbury Square,  
London, E. C. 2.*

DBL/MC. 19th August, 1943.  
Thursday.

Dear Sir,

Continental Transit Co. Ltd.  
-----

We are today informed that the sum  
of £46000 has been paid to the Custodian.

We shall now be glad to have  
instructions.

Yours faithfully,



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

COPY

D. B. LEVINSON & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

19th August, 1943.

Dear Sir,

Continental Transit Co. Ltd.  
-----

We are today informed that the sum of £46,000  
has been paid to the Custodian.

We shall now be glad to have instructions.

Yours faithfully,

D. B. LEVINSON & SHANE.

Sr. Manuel de Irujo,  
7 Hobart Place,  
Eaton Square,  
S.W.1.

15  
COPY

D. B. LEVINSON & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

19th August, 1943.

Dear Sir,

Continental Transit Co. Ltd.  
-----

We are today informed that the sum of £46,000  
has been paid to the Custodian.

We shall now be glad to have instructions.

Yours faithfully,

D. B. LEVINSON & SHANE.

Sr. Manuel de Irujo,  
7 Hobart Place,  
Eaton Square,  
S.W.1.

12th August, 1943.

Messrs. D. B. Levinson & Shane,  
Thornton House,  
Finsbury Square,  
E.C.2.

Dear Sirs,

We beg to acknowledge with thanks receipt of your letter of the 10th August enclosing letter from Gilbert Robertson & Co.

Perhaps you will be kind enough to telephone when you receive confirmation of the payment to the Custodian of Enemy Property.

Yours faithfully,

D. B. LEVINSON & SHANE,

SOLICITORS,  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

23

*Thornton House,  
Finsbury Square,  
London, E. C. 2.*

DBL/MC.

10th August, 1943.  
Tuesday.

Dear Sirs,

Continental Transit Co. Ltd.,  
-----

We enclose copy of a letter we have received from Gilbert Robertson & Co. from which you will see the position.

Yours faithfully,

*D. B. Levinson*

The Basque Delegation,  
7/8, Hobart Place,  
Eaton Square,  
S.W.1.

GILBERT ROBERTSON & CO.

24  
33, West Brute Street,  
Cardiff Docks.

6th August, 1943.

Dear Sirs,

Re: CONTINENTAL TRASIT CO. LTD. ACH/43.  
-----

In reply to yours of the 5th instant, we have received letter from the Liquidator to-day, stating that he has received the sum of £2,360-19-3d. payable by Mr. Ortuzar in accordance with the terms arranged, and we are also today forwarding to our Agents, Messrs. Stibbard Gibson & Co., the Liquidator's cheque for £46,400 payable to the Custodian of Enemy Property in respect of the shares registered in the name of Doroteo de Ziaurriz, in order that they may pay this sum over to the Custodian.

Yours faithfully;

(sgd) GILBERT ROBERTSON & CO.

Messrs D.B Levinson & Shane,  
Thornton House,  
Finsbury Square,  
London, E.C.2.

D. B. LEVINSON & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

10th August, 1943.

Dear Sirs,

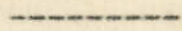
Continental Transit Co. Ltd.

We enclose copy of a letter we have received from Gilbert Robertson & Co. from which you will see the position.

Yours faithfully,

D. B. LEVINSON & SHANE.

The Basque Delegation,  
7 Hobart Place, S.W.1.



GILBERT ROBERTSON & CO.

33 West Bute Street,  
Cardiff Docks.

6th August, 1943.

Dear Sirs,

Re: CONTINENTAL TRANSIT CO. LTD. ACH/43

In reply to yours of the 5th instant, we have received letter from the Liquidator to-day, stating that he has received the sum of £2,360-19-3d. payable by Mr. Ortuzar in accordance with the terms arranged, and we are also today forwarding to our Agents, Messrs. Stibbard Gibson & Co., the Liquidator's cheque for £46,400 payable to the Custodian of Enemy Property in respect of the shares registered in the name of Doroteo de Ziaurriz, in order that they may pay this sum over to the Custodian.

Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs. D.B. Levinson & Shane,  
Thornton House,  
Finsbury Square,  
London, E.C.2.

Continental

D. B. LEVINSON & SHANE

Thornton House,  
Finsbury Square, 28  
London, E.C.2.

6th July, 1943.

Dear Sir,

Continental Transit Co. Ltd.

We enclose a copy of a letter from the Liquidator addressed to you and which we require you to sign in the presence of a witness.

Please do this and return the copy letter to us.

The letter simply sets out the terms of the Agreement which have been accepted by all parties.

Yours faithfully,

D. B. LEVINSON & SHANE.

Sr. M. de Irujo  
7/8 Hobart Place,  
Eaton Square,  
London, S.W.

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

FHB/DF

3rd July, 1943.

29

Dear Sir,

Continental Transit Company Limited in Voluntary Liquidation

Subject to my receiving your agreement and that of the other parties to the proceedings in the High Court of Justice, Chancery Division, Companies Court No. 00209 of 1941 entitled "In the Matter of Continental Transit Company Ltd. and in the matter of the Companies Act 1929" to the terms set out in the schedule written below and the Court having made an order authorising me to pay to the Custodian of Enemy Property £46,400 and to Management & Shipping Co. Ltd. £10,001 the assets of the Company as shown in the Schedule below will be dealt with as detailed therein.

The Schedule

1. Luis de Ortuzar will pay to the Liquidator of the Continental Transit Co. Ltd. the sum of £2,360.19.3. calculated in the manner shown in the Statement hereunder written and the said Liquidator will apply for the release of the Company's moneys in the Companies Liquidation Account at the Bank of England. Immediately he received the above amounts he will deal with and distribute and pay the moneys in his hands or under his control as Liquidator of the said Company in the manner shown in the said Statement.

Statement

Cash in hand at Barclay's Bank and in the Companies Liquidation Account at the Bank of England

£56,034. 2.11.

Assets not yet realised:-

Debt of £203.11.10. due from Capt. W.A. Smith valued at

Nil

Two shares of £10 each (£8 paid) in the Coal & Shipping Exchange (Cardiff) Ltd. valued at

Nil

Out of the above assets there will be paid the following expenses:-

Board of Trade fees

£700. 3. 9

Legal expenses

£400. 0. 0.

Less paid on account

175. 0. 0.

225. 0. 0.

Liquidator's fees

1143.18. 5

Less paid on account

75. 0. 0.

1068.18. 5

1,884. 2. 2.

The balance of Assets will then be £54,040. 0. 9.

Add amount to be paid to the Liquidator

by Mr. L. de Ortuzar:-

Advanced to him by the Company £5,000. 0.0.

Items for which, in order to facilitate the Liquidation and

by agreement between all parties

he now agrees to take the debit

12,360.19.3.

£17,360.19.3

Less return of 30/- per share on

15,000. 0.0. 2,360.19. 3.

10,000 shares registered in his name

£56,401. 0. 0.

Amount available for distribution to the other two contributories:- £56,401. 0. 0.

Return of 30/- per share on 50,000 shares registered in the name of Doroteo de Ziaurriz	£75,000	
Less deductions	<u>28,600</u>	
Amount to be paid to the Custodian of Enemy Property	£46,400	

Return of 30/- per share on 20,000 shares registered in the name of Management & Shipping Co. Ltd.	£30,000.0.0.	
Less deductions	<u>19,999.0.0.</u>	
	<u>10,001</u>	
	TOTAL	<u>£56,401. 0. 0.</u>

2. Each of the parties to the said proceedings, except the Custodian of Enemy Property shall bear or pay his own costs of and in connection with the proceedings up to the date hereof.

3. Any moneys hereafter received by the Liquidator of Continental Transit Co. Ltd: as such shall be distributed according to law.

Will you please indicate your agreement to this course of action by signing and returning to me the enclosed copy of this letter.

Yours faithfully,

F.H.B.

Liquidator of the Continental Transit Co. Ltd.

I agree to the course of action outlined in this letter

Signed .....

Address .....

Date .....

Witness to the above signature:-

Signed .....

Address .....

Date .....

Continental

30

7th July, 1943.

Messrs. D. B. Levinson & Shane,  
Thornton House,  
Finsbury Square,  
E.C.2.

Dear Sirs,

I am in receipt of your letter of the 6th July,  
and now have the pleasure to return the copy letter to  
you duly signed.

Yours faithfully,

Manuel de Lrujo.

D. B. LEVINSON & SHANE,

SOLICITORS,  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

*Thornton House,  
Finsbury Square,  
London, E. C. 2.*

31

DBL/MC.      6th July, 1943.  
Tuesday.

Dear Sir,

Continental Transit Co. Ltd.  
-----

We enclose a copy of a letter from the Liquidator addressed to you and which we require you to sign in the presence of a witness.

Please do this and return the copy letter to us.

The letter simply sets out the terms of the Agreement which have been accepted by all parties.

Yours faithfully,

Sr. M. De Irujo,  
7/8, Hobart Place,  
Eaton Square,  
London,  
S.W.

D. B. LEVINSON & SHANE

42  
Thornton House,  
Finsbury Square,  
London, E.C.2.

6th July, 1943.

Dear Sir,

Continental Transit Co. Ltd.

We enclose a copy of a letter from the Liquidator addressed to you and which we require you to sign in the presence of a witness.

Please do this and return the copy letter to us.

The letter simply sets out the terms of the Agreement which have been accepted by all parties.

Yours faithfully,

D. B. LEVINSON & SHANE.

Sr. M. de Irujo  
7/8 Hobart Place,  
Eaton Square,  
London, S.W.

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

FHB/DF

3rd July, 1943.

43

Dear Sir,

Continental Transit Company Limited in Voluntary Liquidation

Subject to my receiving your agreement and that of the other parties to the proceedings in the High Court of Justice, Chancery Division, Companies Court No. 00209 of 1941 entitled "In the Matter of Continental Transit Company Ltd. and in the matter of the Companies Act 1929" to the terms set out in the schedule written below and the Court having made an order authorising me to pay to the Custodian of Enemy Property £46,400 and to Management & Shipping Co. Ltd. £10,001 the assets of the Company as shown in the Schedule below will be dealt with as detailed therein .

The Schedule

1. Luis de Ortuzar will pay to the Liquidator of the Continental Transit Co. Ltd. the sum of £2,360.19.3. calculated in the manner shown in the Statement hereunder written and the said Liquidator will apply for the release of the Company's moneys in the Companies Liquidation Account at the Bank of England. Immediately he received the above amounts he will deal with and distribute and pay the moneys in his hands or under his control as Liquidator of the said Company in the manner shown in the said Statement.

Statement

Cash in hand at Barclay's Bank and in the Companies Liquidation Account at the Bank of England

£56,034. 2.11.

Assets not yet realised:-

Debt of £203.11.10. due from Capt. W.A.

Smith valued at

Nil

Two shares of £10 each (£8 paid) in the Coal & Shipping Exchange (Cardiff) Ltd. valued at

Nil

Out of the above assets there will be paid the following expenses:-

Board of Trade fees

£700. 3. 9

Legal expenses

£400. 0. 0.

Less paid on account

175. 0. 0.

225. 0. 0.

Liquidator's fees

1143.18. 5

Less paid on account

75. 0. 0.

1068.18. 5

1,884. 2. 2.

The balance of Assets will then be £54,040. 0. 9.

Add amount to be paid to the Liquidator

by Mr. L. de Ortuzar:-

Advanced to him by the Company £5,000. 0.0.

Items for which, in order to facilitate the Liquidation and

by agreement between all parties

he now agrees to take the

12,360.19.3.

£17,360.19.3

debit

Less return of 30/- per share on

15,000. 0.0. 2,360.19. 3.

10,000 shares registered in his name

£56,401. 0. 0.

Amount available for distribution to the other two contributories:-

£56,401. 0. 0.

43

Return of 30/- per share on 50,000 shares registered in the name of Doroteo de Ziaurriz	£75,000	
Less deductions	<u>28,600</u>	
Amount to be paid to the Custodian of Enemy Property	£46,400.	

Return of 30/- per share on 20,000 shares registered in the name of Management & Shipping Co. Ltd.	£30,000.0.0.	
Less deductions	<u>19,999.0.0.</u>	
	<u>10,001</u>	
	TOTAL	<u>£56,401. 0. 0.</u>

2. Each of the parties to the said proceedings, except the Custodian of Enemy Property shall bear or pay his own costs of and in connection with the proceedings up to the date hereof.

3. Any moneys hereafter received by the Liquidator of Continental Transit Co. Ltd. as such shall be distributed according to law.

Will you please indicate your agreement to this course of action by signing and returning to me the enclosed copy of this letter.

Yours faithfully,

F.H.B.

Liquidator of the Continental Transit Co. Ltd.

I agree to the course of action outlined in this letter

Signed .....

Address .....

Date .....

Witness to the above signature:-

Signed .....

Address .....

Date .....

D. B. LEVINSON & SHANE.

SOLICITORS.  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

*Continental*  
*Thornton House,*  
*Finbury Square,*  
*London, E. C. 2.*

44

DBL/MC.

1st July, 1943.  
Thursday.

Dear Sir,

Continental Transit Co. Ltd.  
-----

We are now pleased to report that the Registrar yesterday finally decided that the moneys in the hands of the Liquidator be paid out by him.

We enclose a copy of the draft Order and you will note that the sum of £46000 is ordered to be paid to the Custodian. The Order will be passed on Tuesday next.

We shall now be glad to know whether the comite Basque require us to write to the Custodian laying formal claim to the money.

Yours faithfully,

*D. B. Levinson & Shane*  
Sen. Manuel de Irujo,  
Basque Delegation,  
7/8, Hobart Place,  
Eaton Square,  
S.W.

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT

No. 00209 of 1941.

Mr. Registrar Stiebel

30th June 1943.

Wednesday the 30th day of June, 1943.

IN THE MATTER OF CONTINENTAL TRANSIT COMPANY LIMITED  
and  
IN THE MATTER OF THE COMPANIES ACT 1929.

- and -

UPON THE APPLICATION by Summons dated the 31st day of May 1943 of Frank Harold Bennett of 28 Lewes Road Friern Barnet in the County of London the Liquidator of the above named Company in the Voluntary Winding up thereof.

AND UPON HEARING Counsel for the Applicant and the Solicitors for the Respondents The Custodian of Enemy Property, Luis de Ortuzar, Manuel de Irujo and the Management and Shipping Company Limited (in Voluntary Liquidation)

AND UPON READING the Order dated the 14th day of October 1941 made on the Originating Summons dated the 19th day of June 1941 the three Affidavits of Frank Harold Bennett filed the 1st 22nd and 29th days of June 1943 respectively and the several Exhibits in the said Affidavits respectively referred to.

AND IT APPEARING that the Custodian of Enemy Property has certified under Section 7 (2) of the Trading with the Enemy Act 1939 that Doroteo de Ziaurriz now or formerly of 63 Rue des Galons Seine et Oise Meudon France ( a Shareholder in the above named Company) is an enemy for the purpose of the said Act and that any money which would otherwise be payable to him in respect of his shares in the said Company must be paid over to the Custodian of Enemy Property.

IT IS ORDERED that the Applicant as such Liquidator do pay out of the assets come and to come to his hands (a) to the Management and Shipping Company Limited or its Liquidator a contributory of the above named Company the sum of £10,001 (b) to The Custodian of Enemy Property in respect of 50,000 Shares registered in the name of Doroteo de Ziaurriz in the above named Company the sum of £46,400.

BUT this Order is to be without prejudice to the rights of the contributories of the above named Company.

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT

Mr. Registrar Stiebel.

30th June, 1943.

Wednesday the 30th day of June, 1943.

IN THE MATTER OF CONTINENTAL TRANSIT COMPANY LIMITED  
and  
IN THE MATTER OF THE COMPANIES ACT 1929.

UPON THE MATTER OF THE COMPANIES ACT 1929.

by Summons dated the 31st day of May 1943.

Frank Harold Bennett of 28 Lewis Road Friern Barnet in the County of London the Liquidator of the above named Company in the Voluntary Winding up thereof.

AND UPON HEARING Counsel for the Applicant and the Solicitors for the Respondents The Custodian of Enemy Property, Luis de Ortuzar, Manuel de Irujo and the Management and Shipping Company Limited

(in Voluntary Liquidation)

ORDER

30th May 1943 dated the 31st day of May 1943.

on the Originating Summons dated the 19th day of June 1941 the three Affidavits of Frank Harold Bennett filed the 1st 22nd and 29th days

of June 1943 respectively and the several Exhibits in the said

Affidavits respectively referred to.

AND IT APPEARING that the Custodian of Enemy Property has certified

under Section 7 (2) of the Trading with the Enemy Act 1939 that

Doroteo de Nauris now or formerly of 63 Rue des Galons Seine et Oise

London France (a Shareholder in the above named Company) is an enemy

for the purpose of the said Act and that any money which would other-

wise be payable to him in respect of his shares in the said Company

must be paid over to the Custodian of Enemy Property.

IT IS ORDERED that the Applicant as such Liquidator do pay out of

the assets come and to come to his hands (a) to the Management and

Stibbard Gibson & Co.,

71 St. Mary Axe,

London, E.C.3.

the sum of £10,000 (b) to the Custodian of Enemy

Agents for

Gilbert Robertson & Co.,

Cardiff Docks.

BUT this Order is to be without prejudice to the rights of the

contributor of the above named Company.

Continental

46

D. B. LEVINSON & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

1st July, 1943.  
Thursday.

Dear Sir,

Continental Transit Co. Ltd.  
-----

We are now pleased to report that the Registrar yesterday finally decided that the moneys in the hands of the Liquidator be paid out by him.

We enclose a copy of the draft Order and you will note that the sum of £46,000 is ordered to be paid to the Custodian. The Order will be passed on Tuesday next.

We shall now be glad to know whether the comite Basque require us to write to the Custodian laying formal claim to the money.

Yours faithfully,

D. B. LEVINSON & SHANE

Sen. Manuel de Irujo,  
Basque Delegation,  
7/8 Hobart Place,  
Eaton Square, S.W.

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT  
Mr. Registrar Stiebel

47  
No. 00209 of 1941

Wednesday the 30th day of June, 1943.

IN THE MATTER OF CONTINENTAL TRANSIT COMPANY LIMITED  
and  
IN THE MATTER OF THE COMPANIES ACT 1929.  
-----

UPON THE APPLICATION by Summons dated the 31st day of May 1943 of Frank Harold Bennett of 28 Lewes Road Friern Barnet in the County of London the Liquidator of the above named Company in the Voluntary Winding up thereof.

AND UPON HEARING COUNSEL for the Applicant and the Solicitors for the Respondents The Custodian of Enemy Property, Luis de Ortuzar, Manuel de Irujo and the Management and Shipping Company Limited (in Voluntary Liquidation)

AND UPON READING the Order dated the 14th day of October 1941 made on the Originating Summons dated the 19th day of June 1941 the three Affidavits of Frank Harold Bennett filed the 1st 22nd and 29th days of June 1943 respectively and the several Exhibits in the said Affidavits respectively referred to.

AND IT APPEARING that the Custodian of Enemy Property has certified under Section 7 (2) of the Trading with the Enemy Act 1939 that Doroteo de Ziaurriz now or formerly of 63 Rue des Galons Seine et Oise Meudon France (a Shareholder in the above named Company) is an enemy for the purpose of the said Act and that any money which would otherwise be payable to him in respect of his shares in the said Company must be paid over to the Custodian of Enemy Property.

IT IS ORDERED that the Applicant as such Liquidator do pay out of the assets come and to come to his hands (a) to the Management and Shipping Company Limited or its Liquidator a contributory of the above named Company the sum of £10,001 (b) to The Custodian of Enemy Property in respect of 50,000 Shares registered in the name of Doroteo de Ziaurriz in the above named Company the sum of £46,400.

BUT this Order is to be without prejudice to the rights of the contributories of the above named Company.

D. B. LEVINSON & SHANE.  
SOLICITORS.  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

*Thornton House,  
Finsbury Square,  
London, E. C. 2.*

DBL/MC.

23rd June, 1943.  
Wednesday.

Dear Sir,

Continental Transit Co. Ltd.  
-----

We attended before the Registrar again today on the resumed hearing of the application of the Liquidator.

The Registrar required the Liquidator to file an Affidavit to deal with certain technical matters which do not affect you and to enable the Liquidator to do this he again adjourned the application for one week.

The Registrar stated that he was prepared to agree that the £46000 should be paid to the Custodian so that the matter is being delayed merely until the Liquidator complies with the other technical matters.

Yours faithfully,

*D. B. Levinson*

Sen. M. De. Irujo,  
7/8, Hobart Place,  
Eaton Square,  
S.W.

D. B. LEVINSON & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

23rd June, 1943  
Wednesday.

Dear Sir,

Continental Transit Co. Ltd.

We attended before the Registrar again today on the resumed hearing of the application of the Liquidator.

The Registrar required the Liquidator to file an Affidavit to deal with certain technical matters which do not affect you and to enable the Liquidator to do this he again adjourned the application for one week.

The Registrar stated that he was prepared to agree that the £46,000 should be paid to the Custodian so that the matter is being delayed merely until the Liquidator complies with the other technical matters.

Yours faithfully,

D. B. LEVINSON & SHANE

Sen. M. De Irujo  
7/8 Hobart Place,  
Eaton Square,  
S.W.

D. B. LEVINSON & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

23rd June, 1943  
Wednesday.

Dear Sir,

Continental Transit Co. Ltd.

We attended before the Registrar again today on the resumed hearing of the application of the Liquidator.

The Registrar required the Liquidator to file an Affidavit to deal with certain technical matters which do not affect you and to enable the Liquidator to do this he again adjourned the application for one week.

The Registrar stated that he was prepared to agree that the £45,000 should be paid to the Custodian so that the matter is being delayed merely until the Liquidator complies with the other technical matters.

Yours faithfully,

D. B. LEVINSON & SHANE

Sen. M. De Irujo  
7/8 Hobart Place,  
Eaton Square,  
S.W.

D. B. LEVINSON & SHANE

51  
Thornton House,  
Finsbury Square,  
London, E.C.2.

23rd June, 1943  
Wednesday.

Dear Sir,

Continental Transit Co. Ltd.

We attended before the Registrar again today on the resumed hearing of the application of the Liquidator.

The Registrar required the Liquidator to file an Affidavit to deal with certain technical matters which do not affect you and to enable the Liquidator to do this he again adjourned the application for one week.

The Registrar stated that he was prepared to agree that the £46,000 should be paid to the Custodian so that the matter is being delayed merely until the Liquidator complies with the other technical matters.

Yours faithfully,

D. B. LEVINSON & SHANE

Sen. M. De Irujo  
7/8 Hobart Place,  
Eaton Square,  
S.W.

D. B. LEVINSON & SHANE.  
SOLICITORS.  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

52

*Thornton House,  
Finsbury Square,  
London, E. C. 2.*

21st June, 1943.  
Monday.

DBL/MC.

Dear Sir,

Continental Transit Co. Ltd.  
-----

We have today heard from the Liquidators Solicitors that they have decided to add Management and Shipping Ltd as a party to the proceedings. They are also expecting the Agreement of the Shareholders of that Company to be completed today.

We are hopeful therefore that the order to pay over the £46000 to the Custodian will be completed on Wednesday.

Yours faithfully,

*D. B. Levinson Shane*

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

D.B. Levinson and Shane,  
Thornton House,  
Finsbury Square,  
London, E.C.2.  
D.B.L./M.C.

21st June, 1943  
Monday

Dear Sir,

Continental Transit Co. Ltd.,

We have to-day heard from the Liquidators Solicitors that they have decided to add Management and Shipping Ltd as a party to the proceedings. They are also expecting the Agreement of the Shareholders of that Company to be completed today.

We are hopeful therefore that the order to pay over the £46000 to the Custodian will be completed on Wednesday.

Yours faithfully,

Signed

Sen. M. de Irujo,  
Basque Delegation,  
778, Hobart Place,  
Eaton Square,  
S.W.1

D. B. LEVINSON & SHANE,

SOLICITORS,  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

54  
Thornton House,  
Finsbury Square,  
London, E. C. 2.

DBL/MC.

18th June, 1943.  
Friday.

Dear Sir,

Continental Transit Co. Ltd.  
-----

We have heard from the Liquidators Solicitors that a hitch has occurred in the granting of the Order herein. It appears that the Court has decided that as the liquidator of this Company is also the liquidator of Shipping and Management Co. Ltd. he requires the consent of the Shareholders of that Company before the £10000 payable to him can be paid over. We understand that a document has been prepared to satisfy the Registrar and same is now in course of being sealed and signed.

The Registrar is satisfied to allow the payment of £46000 to be made to the Custodian but naturally the Liquidator will not distribute unless he can distribute the whole of the monies in his hands. The result therefore is that no final order will be made until all matters before the Court can be disposed of finally.

The matter is being further considered by the Court on Wednesday next when we hope the Registrar will finally sanction the payments.

We regret this further delay which is due entirely to

- continued -

technicalities and we hope to get the matter successfully disposed of on Wednesday next. We will report further to you in due course.

Yours faithfully,

*D. M. Shaw*

Senor M. De. Irujo,  
Basque Delegation,  
7/8, Hobart Place,  
Eaton Square,  
London,  
S.W.

PRINTED AND PUBLISHED BY  
H. K. GELINGSON & SONS

1932

*Handwritten notes and signatures*

D. B. LEVINSON & SHANE

Thornton House,  
Finsbury Square,  
E.C.2.

18th June, 1943.

Dear Sir,

SS

Continental Transit Co. Ltd.

We have heard from the Liquidators Solicitors that a hitch has occurred in the granting of the Order herein. It appears that the Court has decided that as the liquidator of this Company is also the liquidator of Shipping and Management Co. Ltd. he requires the consent of the Shareholders of that Company before the £10,000 payable to him can be paid over. We understand that a document has been prepared to satisfy the Registrar and same is now in course of being sealed and signed.

The Registrar is satisfied to allow the payment of £46,000 to be made to the Custodian but naturally the Liquidator will not distribute unless he can distribute the whole of the monies in his hands. The result therefore is that no final order will be made until all matters before the Court can be disposed of finally.

The matter is being further considered by the Court on Wednesday next when we hope the Registrar will finally sanction the payments.

We regret this further delay which is due entirely to technicalities and we hope to get the matter successfully disposed of on Wednesday next. We will report further to you in due course.

Yours faithfully,

D. B. LEVINSON & SHANE.

D. B. LEVINSON & SHANE.  
SOLICITORS,  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

DBL/R.

56  
*Thornton House,  
Finsbury Square,  
London, E. C. 2.*

9th June 1943.

Dear Sir.,

Continental Transit Co Ltd.

Further to our letter of yesterday's date, in pursuance of the Order of the Court the Liquidator will now distribute the monies in his hands and he will pay over to the Custodian of Enemy property the sum of £46,400, representing the balance due on the shares registered in the name of Dr. Ziaurriz.

The next step after this payment has been made will be to approach the Custodian on behalf of the Comite Basque.

We hope that the Custodian will recognise the Comite Basque as being properly entitled to the money, but if he takes up the attitude that he can only recognise the title of Dr. Ziaurriz proceedings will have to be taken by the Comite Basque to establish they are the real beneficiaries of the money.

You may find it convenient in due course to open up this matter again with the Foreign office, so that influence may be brought to bear upon the Custodian but this is a matter we must discuss with you again.

Yours faithfully.,

Senr. Manuel de Irujo.,  
Basque Delegation.,  
7/8 Hobart Place,  
Eaton Square, S.E.1.

*D. B. Levinson & Shane*

D.B. LEVINSON & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

Dear Sir,

Continental Transit Co. Ltd.

Further to our letter of yesterday's date, in pursuance of the Order of the Court the Liquidator will now distribute the monies in his hands and he will pay over to the Custodian of Enemy property the sum of £46,400, representing the balance due on the shares registered in the name of Dr. Ziaurriz.

The next step after this payment has been made will be to approach the Custodian on behalf of the Comite Basque.

We hope that the Custodian will recognise the Comite Basque as being properly entitled to the money, but if he takes up the attitude that he can only recognise the title of Dr. Ziaurriz proceedings will have to be taken by the Comite Basque to establish they are the real beneficiaries of the money.

You may find it convenient in due course to open up this matter again with the Foreign Office, so that influence may be brought to bear upon the Custodian but this is a matter we must discuss with you again.

Yours faithfully,

D. B. LEVINSON & SHANE.

98  
D. B. LEVINSON & SHANE.

SOLICITORS,  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

*Thornton House,  
Finsbury Square,  
London, E. C. 2.*

8th. June. 1943.  
Tuesday.

ALS/IR.

Dear Sir,

Re:- Continental Transit Co. Ltd.  
-----

We would report that we today attended before the Court on the Summons to dispose of the assets when an Order was made in accordance with the agreed terms.

Yours faithfully,

*D. B. Levinson & Shane.*

Basque Delegation,  
7/8, Hobart Place,  
Eaton Square,  
S. W.

59

COPY

D.B. LEVINSON & SHANE.

Thornton House,  
Finsbury Square,  
London, E.C.2.

8th June, 1943.

Dear Sir,

Re: Continental Transit Co. Ltd.

We would report that we today attended before the Court on the Summons to dispose of the assets, when an Order was made in accordance with the agreed terms.

Yours faithfully,

D. B. LEVINSON & SHANE

D.B.  
~~BERTRAM~~ LEVINSON & SHANE,

SOLICITORS,  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).  
PRIVATE BRANCH EXCHANGE.

*Continental*

ENCL. .... enc.

60

*Thornton House,*

*Finsbury Square,*

*London, E. C. 2.*

3rd June, 1943.

Thursday.

YOUR REF. ....

DBL/MC.

OUR REF. ....

Dear Sir,

Continental Transit Co. Ltd.

-----

The Liquidator has now issued a Summons which is to be heard on the 8th June asking that an Order be made in the terms of the arrangement come to between the parties.

Immediately this is done the Liquidator will proceed to pay out the monies.

We will attend before the Judge in order to consent to the Order.

We enclose a copy of the Summons.

Senr. Manuel de Irujo,  
Basque Delegation,  
6/7, Hobart Place, S.W.

Yours faithfully,

*A. B. Levinson* *Shane*

IN THE HIGH COURT OF JUSTICE

No. 00209 of 1941.

CHANCERY DIVISION.

COMPANIES COURT

MR. JUSTICE SIMONDS

I N T H E M A T T E R of CONTINENTAL TRANSIT COMPANY LIMITED

-and-

I N T H E M A T T E R of THE COMPANIES ACT, 1929.

L E T all parties attend at the Chambers of the Registrar, Bankruptcy Buildings, Carey Street, London, on Tuesday the 8th day of June 1943, at 12 o'clock noon on the hearing of an application of Frank Harold Bennett the Liquidator of the above-named Company in the Voluntary Winding-up thereof for an order that the Applicant may be at liberty to dispose of and distribute the undistributed assets of the above named Company in accordance with the terms set out in the Schedule hereto and (without prejudice to the liberty to apply conferred by the Order dated 14th October 1941) the Applicant or either of the Respondents, The Custodian of Enemy Property and Luis de Ortuzar is to be at liberty to apply to the Court with reference to any matter arising in the said distribution.

D A T E D the 31st day of May 1943.

THIS SUMMONS was taken out by STIBBARD GIBSON & CO., of 71, St. Mary Axe, E.C.3. Agents for GILBERT ROBERTSON & CO. of 33, West Bute Street, Cardiff Docks, Solicitors for the Applicant.

TO the Respondents, The Custodian of Enemy Property and the Solicitor, Board of Trade, Millbank, S.W.1. Luis de Ortuzar and his Solicitors, Messrs. William A. Crump & Son, 10-11 Lime Street, E.C.3. Manuel de Irujo and his Solicitors, Messrs. Levinson & Shane, 27-28 Finsbury Square, E.C.2.

NOTE.- If you do not attend either in person or by your Solicitor at the time and place above-mentioned, such order will be made and proceedings taken as the Judge (or Registrar) may think just and expedient.

T H E S C H E D U L E

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION.  
COMPANIES COURT

No. 00209 of 1941.

MR. REGISTRAR STIEBEL

I N T H E M A T T E R of CONTINENTAL TRANSIT COMPANY LIMITED

-and-

I N T H E M A T T E R of THE COMPANIES ACT 1929.

UPON THE APPLICATION by Summons dated the 31st day of May 1943 of FRANK HAROLD BENNETT of 28 Lewes Road Friern Barnet London N.12 Chartered Accountant the Liquidator of the above-named Company in the Voluntary Winding-up thereof And upon hearing Counsel for the Applicant Counsel for the Respondent Luis de Ortuzar and the Solicitors for the Respondents The Custodian of Enemy Property and Manuel de Irujo And upon reading the originating Summons dated the 19th June 1941 in this matter and the order made on the 14th October 1941 and an Affidavit of the said Frank Harold Bennett filed herein on the 1st day of June 1943 And it appearing that the Custodian of Enemy Property has certified under Section 7(2) of the Trading with the Enemy Act 1939 that Doroteo de Zaurriz now or formerly of 63 Rue des Galons Seine et Oise Meudon France (a shareholder in the above-mentioned Company) is an enemy for the purpose of the said Act and that any money which would otherwise be payable to him in respect of his share in the said Company must be paid over to the Custodian of Enemy Property And it appearing also that the Applicant and the Respondents the Custodian of Enemy Property Luis de Ortuzar and Manuel de Irujo have agreed upon the terms set out in the Schedule hereto and consenting to this Order. It is Ordered (by consent)

that the said Frank Harold Bennett be at liberty to dispose of and distribute the undistributed assets of the above-named Company in accordance with the said terms And without prejudice to the liberty to apply conferred by the said Order dated the 14th October 1941) the Liquidator or either of the said Respondents the Custodian of Enemy Property and Luis de Ortuzar is to be at liberty to apply to the Court with reference to any matter arising in the said distribution.

THE SCHEDULE

1. The Respondent Luis de Ortuzar shall forthwith pay to the Applicant as liquidator of the above-named Company the sum of £2360. 19. 3. calculated in the manner shown in the Statement hereunder written, and the Applicant shall as soon as possible thereafter deal with distribute and pay the moneys in his hands or under his control as liquidator of the said Company in the manner shown in the said Statement and in particular shall pay to the Custodian of Enemy Property and the Liquidator of Management and Shipping Company Limited the amounts shown in the said Statement as payable to them respectively.

STATEMENT.

Cash in hand at Barclays Bank and in the Companies Liquidation Account at the Bank of England £56,034. 2. 11.

Assets not yet realised :-

Debt of £203.11.10 due from Capt. W.A.Smith valued at Nil.

Two shares of £10 each (£8 paid) in the Coal & Shipping Exchange (Cardiff) Ltd. Valued at Nil.

Forward. £56,034. 2. 11.

Management & Shipping Co. Ltd.

TOTAL

Forward £56,034. 2. 11.

Deduct for payments to be made:-

Board of Trade Fees £700. 3. 9.

Legal Expenses  
£400. 0. 0.

Less paid  
on account 175. 0. 0. 225. 0. 0.

Liquidators  
fees £1143.18. 5.

Less paid  
on account 75. 0. 0. £1068.18. 5. £1,994. 2. 2.

54,040. 0. 9.

Add amount to be paid to  
the Liquidator by Mr.  
L. de Ortuzar:-  
Advanced to him by  
the Company 5000. 0. 0.

Items for which,  
in order to  
facilitate  
the Liquidation and by  
agreement  
between all  
parties, he  
now agrees  
to take the  
debit 12360.19. 3. £17360.19. 3.

Less 30/- per share on  
10,000 shares registered  
in his name £15000. 0. 0. 2,360.19. 3.

Amount available for distribution £56,401. 0. 0.

30/- per share on 50,000  
shares registered in the  
named of Doroteo de  
Ziaurriz £75000. 0. 0.

Less deductions £28600. 0. 0.

Amount payable to  
Custodian of Enemy  
Property £46400. 0. 0.

30/- per share on 20,000  
shares registered in the  
name of Management and  
Shipping Co. Ltd.  
£30,000. 0. 0.

Less de-  
ductions £19,999. 0. 0.

Amount payable to  
the Liquidator of  
Management & Shipping Co. Ltd.  
£10001. 0. 0.

TOTAL

£56,401. 0. 0.

2. Each of the Respondents shall bear and pay his own costs of and in connection with the proceedings in this matter up to the date hereof.

3. Any moneys hereafter received by the Applicant as liquidator of the said Company shall be distributed according to law.

-5na-

IN THE MATTER OF THE COMPANIES

ACT 1928.

S U M M O N S

-4-

Disposal of assets in accordance

with agreed terms.

STIBBARD GIBSON & CO.  
71, St. Mary Axe.  
London E.C.3.

Agents for :-  
COLBERT ROBERTSON & CO.  
Cardiff Docks.

No. 00209 of 1941

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

COMPANIES COURT.

IN THE MATTER of CONTINENTAL

TRANSIT COMPANY LIMITED

-and-

IN THE MATTER of THE COMPANIES

ACT 1929.

---

S U M M O N S

-to-

dispose of assets in accordance  
with agreed terms.

---

STIBBARD GIBSON & CO.  
71, St. Mary Axe.  
London E.C.3.

Agents for :-  
GOLBERT ROBERTSON & CO.  
Cardiff Docks.

D.B. LEVINSON & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

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3rd June, 1943.

Dear Sir,

Continental Transit Co. Ltd.

The Liquidator has now issued a Summons which is to be heard on the 8th June asking that an Order be made in the terms of the arrangement come to between the parties.

Immediately this is done the Liquidator will proceed to pay out the monies.

We will attend before the Judge in order to consent to the Order.

We enclose a copy of the Summons.

Yours faithfully,

D. B. LEVINSON & SHANE.

Sr. Manuel de Irujo.

IN THE HIGH COURT OF JUSTICE No. 00209 of 1941  
CHANCERY DIVISION - COMPANIES COURT - MR. JUSTICE SIMONDS

IN THE MATTER of CONTINENTAL TRANSIT COMPANY LIMITED  
 - and -  
IN THE MATTER of THE COMPANIES ACT, 1929

L E T all parties attend at the Chambers of the Registrar, Bankruptcy Buildings, Carey Street, London, on Tuesday the 8th day of June 1943, at 12 o'clock noon on the hearing of an application of Frank Harold Bennett the Liquidator of the above-named Company in the Voluntary Winding-up thereof for an order that the Applicant may be at liberty to dispose of and distribute the undistributed assets of the above named Company in accordance with the terms set out in the Schedule hereto and (without prejudice to the liberty to apply conferred by the Order dated 14th October 1941) the Applicant or either of the Respondents, The Custodian of Enemy Property and Luis de Ortuzar is to be at liberty to apply to the Court with reference to any matter arising in the said distribution.

D A T E D the 31st day of May 1943.

THIS SUMMONS was taken out by STIBBARD GIBSON & CO., of 71 St. Mary Axe, E.C.3., Agents for GILBERT ROBERTSON & CO. of 33 West Bute Street, Cardiff Docks, Solicitors for the Applicant.

TO the Respondents, The Custodian of Enemy Property and the Solicitor, Board of Trade, Millbank, S.W.1., Luis de Ortuzar and his Solicitors, Messrs. William A. Crump & Son, 10-11 Lime Street, E.C.3., Manuel de Irujo and his Solicitors, Messrs. Levinson & Shane, 27-28 Finsbury Square, E.C.2.

NOTE: If you do not attend either in person or by your Solicitor at the time and place above-mentioned, such order will be made and proceedings taken as the Judge (or Registrar) may think just and expedient

T H E S C H E D U L E

IN THE HIGH COURT OF JUSTICE No. 00209 of 1941  
CHANCERY DIVISION - COMPANIES COURT - MR. REGISTRAR STIEBEL

IN THE MATTER of CONTINENTAL TRANSIT COMPANY LIMITED  
 - and -  
IN THE MATTER of THE COMPANIES ACT 1929

UPON THE APPLICATION by Summons dated the 31st day of May 1943 of FRANK HAROLD BENNETT of 28 Lewes Road Friern Barnet London N.12. Chartered Accountant the Liquidator of the above-named Company in the Voluntary Winding-up thereof And upon hearing Counsel for the Applicant Counsel for the Respondent Luis de Ortuzar and the Solicitors for the Respondents The Custodian of Enemy Property and Manuel de Irujo And upon reading the originating Summons dated the 19th June 1941 in this matter and the order made on the 14th October 1941 and an Affidavit of the said Frank Harold

Bennet filed herein on the 1st day of June 1943 And it appearing that the Custodian of Enemy Property has certified under Section 7(2) of the Trading with the Enemy Act 1939 that Doroteo de Ziaurriz now or formerly of 63 Rue des Galons Seine et Oise Meudon France (a shareholder in the above-mentioned Company) is an enemy for the purpose of the said Act and that any money which would otherwise be payable to him in respect of his share in the said Company must be paid over to the Custodian of Enemy Property And it appearing also that the Applicant and the Respondents the Custodian of Enemy Property Luis de Ortuzar and Manuel de Irujo have agreed upon the terms set out in the Schedule hereto and consenting to this Order. It is Ordered (by consent) that the said Frank Harold Bennett be at liberty to dispose of and distribute the undistributed assets of the above-named Company in accordance with the said terms And without prejudice to the liberty to apply conferred by the said Order dated the 14th October 1941) the Liquidator or either of the said Respondents the Custodian of Enemy Property and Luis de Ortuzar is to be at liberty to apply to the Court with reference to any matter arising in the said distribution.

THE SCHEDULE

1. The Respondent Luis de Ortuzar shall forthwith pay to the Applicant as liquidator of the above-named Company the sum of £2360.19.3. calculated in the manner shown in the Statement hereunder written, and the Applicant shall as soon as possible thereafter deal with distribute and pay the moneys in his hands or under his control as liquidator of the said Company in the manner shown in the said Statement and in particular shall pay to the Custodian of Enemy Property and the Liquidator of Management and Shipping Company Limited the amounts shown in the said Statement as payable to them respectively.

STATEMENT

Cash in hand at Barclays Bank and in the Companies Liquidation Account at the Bank of England		£56,034. 2. 11.
Assets not yet realised:-		
Debt of £203.11.10 due from Capt. W.A. Smith valued at		Nil
Two shares of £10 each (£8 paid) in the Coal and Shipping Exchange (Cardiff) Ltd. valued at		Nil
Deduct for payments to be made:-		
Board of Trade Fees	£700. 3. 9.	
Legal Expenses	£400. 0. 0.	
Less paid on account	175. 0. 0.	225. 0. 0.
Liquidators fees	£1143.18.5.	
Less paid on account b	75. 0. 0.	1068.18. 6
		<u>1,994. 2. 2</u>
		54,040. 0. 9.
Add amount to be paid to the Liquidator by Mr. L. de Ortuzar: Advanced to him by the Company	5000. 0. 0.	
Items for which, in order to facilitate the Liquidation and by agreement between all parties, he now agrees to take the debit	<u>12360.19. 3</u>	£17360.19. 3.

	£17360.19. 3	£54,040. 0. 9.
Less 30/- per share on 1,000 shares registered in his name	<u>15000. 0. 0.</u>	<u>2,360.19. 3</u>
Amount available for distribution		£56,401. 0. 0.

30/- per share on 50,000 shares registered in the name of Doroteo de Ziaurriz	£75,000. 0. 0.	
Less deductions	<u>28,600. 0. 0.</u>	
Amount payable to Custodian of Enemy Property		£46,400. 0. 0.

30/- per share on 20,000 shares registered in the name of Management and Shipping Co. Ltd.	30000. 0. 0.	
Less deductions	<u>19999. 0. 0.</u>	
Amount payable to the Liquidator of Management & Shipping Co. Ltd.		<u>£10001. 0. 0.</u>
	TOTAL	£56,401. 0. 0.

2. Each of the Respondents shall bear and pay his own costs of and in connection with the proceedings in this matter up to the date hereof.

3. Any moneys hereafter received by the Applicant as liquidator of the said Company shall be distributed according to law.



Senor Manuel de Irùjo,

The Basque Delegation,

7/8, Hobart Place,

Eaton Square, S.W.

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CHANCERY DIVISION

COMPANIES COURT.

MR. REGISTRAR STIEBEL

IN THE MATTER of Continental Transit Company Limited

- and -

IN THE MATTER of The Companies Act 1929.

UPON THE APPLICATION of Frank Harold Bennett of 28 Lewes Road

Friern Barnet London N. 12 Chartered Accountant the Liquidator of the above-named Company in the Voluntary Winding-up thereof and upon hearing Counsel for the Applicant Counsel for the Respondent Luis de Ortuzar and the Solicitors for the Respondents The Custodian of Enemy Property and Manuel de Irujo And upon reading the Originating Summons dated the 19th June 1941 in this matter and the Order made on the 14th October 1941 and an Affidavit of the said Frank Harold Bennett filed herein on the 19th June 1943 and it appearing that the Custodian of Enemy Property has certified under Section 7(2) of the Trading with the Enemy Act 1939 that Doroteo de Ziaurriz now or formerly of 63 Rue des Galons Seine et Oise Meudon France (a shareholder in the above-mentioned Company) is an enemy for the purpose of the said Act and that any money which would otherwise be payable to him in respect of his share in the said Company must be paid over to the Custodian of Enemy Property And it appearing also that the Applicant and the respondents the Custodian of Enemy Property Luis de Ortuzar and Manuel de Irujo have agreed upon the terms set out in the Schedule hereto It is Ordered (by consent) that the said Frank Harold Bennett be at liberty to dispose of and distribute the undistributed assets of the above-named Company in accordance with the said terms And (without prejudice to the liberty to apply conferred by the said Order dated the 14th October 1941) the Liquidator or either of the said Respondents the Custodian of Enemy Property and Luis de Ortuzar is to be at liberty to apply to the Court with reference to any matter arising in the said distribution.

THE SCHEDULE.

1. The Respondent Luis de Ortuzar shall forthwith pay to the Applicant as liquidator of the above-named Company the sum of £2360. 19. 3. calculated in the manner shown in the Statement hereunder written, and the Applicant shall as soon as possible thereafter deal with distribute and pay the moneys in his hands or under his control as liquidator of the said Company in the manner shown in the said Statement and in particular shall pay to the Custodian of Enemy Property and the Liquidator of Management and Shipping Company Limited the amounts shown in the said Statement as payable to them respectively.

STATEMENT.

Cash in hand at Barclays Bank and in the Companies Liquidation Account at the Bank of England £56,034. 2. 11.

Assets not yet realised :-

Debt of £203. 11. 10. due from Capt. W.A. Smith valued at Nil.  
Two shares of £10. each (£8 paid) in the Coal & Shipping Exchange (Cardiff) Ltd. Valued at Nil.

£56,034. 2. 11.

Deduct for payments to be made:-

Board of Trade Fees	£700. 3. 9.	
Legal Expenses	£400. 0. 0.	
Less paid on account	<u>£175. 0. 0.</u>	
	£225. 0. 0.	
Liquidators fees	£1143.18. 5.	
Less paid on account	<u>75. 0. 0.</u>	
	<u>£1068.18. 5.</u>	<u>£1,994. 2. 2.</u>

£54,040. 0. 9.

Add amount to be paid to the Liquidator by

Mr. L.de Ortuzar :-  
Advanced to him by the Company £5000. 0. 0.

Items for which, in order to facilitate the Liquidation and by agreement between all parties, he now agrees to take the debit £12360.19.3.  
£17360.19.3.

Less 30/- per share on 10,000 shares registered in his name £15000. 0.0. £2,360. 19. 3.

Amount available for distribution £56,401. 0. 0.

30/- per share on 50,000 shares registered in the name of Doroteo de Ziaturriz £75000. 0. 0.  
Less deductions. £28600. 0. 0.  
Amount payable to Custodian of Enemy Property. £46400. 0. 0.

30/- per share on 20,000 shares registered in the name of Management and Shipping Co.Ltd. £30,000. 0. 0.  
Less deductions £19,999. 0. 0.

Amount payable to the Liquidator of Management & Shipping Co.Ltd. £10001. 0. 0.

TOTAL £56,401. 0. 0.

2. Each of the Respondents shall bear and pay his own costs of and in connection with the proceedings in this matter up to the date hereof.

3. Any moneys hereafter received by the Applicant as liquidator of the said Company shall be distributed according to law.

R. Gwyn Rees,  
Cardiff.

5th January, 1943.

Revised in red ink in accordance with

further instructions, See opinion

herewith.

R. Gwyn Rees,  
Cardiff.

12th April, 1943.

No. 00209 of 1941.

IN THE HIGH COURT OF JUSTICE.

CHANCERY DIVISION

COMPANIES COURT

Mr. Registrar Stöbel

In the Matter of Continental Transit  
Company Limited

- and -

In the Matter of The Companies Act  
1929.

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Draft/

MINUTES OF ORDER.  
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9148.

No. 00209 of 1941.

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT.  
MR. JUSTICE UTHWATT.

IN THE MATTER OF CONTINENTAL TRANSIT  
COMPANY LIMITED.

- and -

IN THE MATTER OF THE COMPANIES ACT, 1929.

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Draft :-

TERMS OF SETTLEMENT.  
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GILBERT ROBERTSON & CO.  
Cardiff.

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION.

COMPANIES COURT.

MR. JUSTICE UTHWATT.

IN THE MATTER OF CONTINENTAL TRANSIT COMPANY LIMITED.

- and -

IN THE MATTER OF THE COMPANIES ACT 1929.

TERMS OF SETTLEMENT.

WHEREAS

(i) By Deed dated the 17th day of February 1939 and made between Doroteo de Ziaurriz of the one part and Comite Basque de Secours aux Refugies (hereinafter called "the Comite") of the other part and the said Doroteo de Ziaurriz declared that he held 50,000 fully paid shares of £1 each numbered 1 to 30,000 and 40,001 to 60,000 all inclusive in Continental Transit Company Limited (hereinafter called "the Company") upon trust for the Comite.

(ii) The Undersigned *Elias Etxebarria* of *6 White Post Hill* <sup>Redhill Surrey</sup> is the Secretary General of the Comite.

(iii) It has been agreed between the Signatories hereto that all questions outstanding in relation to the liquidation of the Company shall be settled on the following terms.

1. IN adjusting the rights of the contributories of the Company-

(a) The sums specified in paragraph 1 to ~~8~~ <sup>8</sup> inclusive of the Schedule to the originating Summons in these proceedings *and a sum of £75.5.0 paid by the Company to Alfred Dunkhill\** amounting in the aggregate to ~~£40,600~~ <sup>£40,960.14.3</sup> shall with the approval of the Comite hereby testified be deducted from the monies payable in the liquidation in respect of the said 50,000 shares standing registered in the name of Doroteo de Ziaurriz.

\* Limited on or about the 22nd September 1939.

(b) The sum of £285. 14. 3. specified in paragraph 8 of the said Schedule together with a sum of £75. 5. 0 paid by the Company to Alfred Dunhill Ltd. and a sum of £5,000 paid by the Company to Luis de Ortuzar before the commencement of the liquidation shall with the approval of the said Luis de Ortuzar hereby testified be deducted from the monies payable in the liquidation to the said Luis de Ortuzar in respect of the 10,001 shares in the Company standing registered in his name.

(c) The sum of £1 per share paid by the Liquidator to Management & Shipping Co. Ltd., (after deduction of £10,000 paid by the Company to that contributory prior to the commencement of the liquidation) and the sum of £1 paid to David Percival Barnett under the Order made in these proceedings on the 14th October 1941 shall be deducted from the monies payable in the liquidation in respect of the 19998 and 1 shares standing registered in the names of these Contributories respectively.

(d) No interest shall be charged against or allowed to any person or persons in respect of the sums deducted or to be deducted as aforesaid.

2. Luis de Ortuzar and Manuel de Irujo hereby withdraw their respective claims to the said 50,000 shares standing registered in the name of Dorote de Ziaurriz.

3. The costs, expenses and additional remuneration of the Liquidator referred to in paragraph 10 of the said Schedule shall be paid out of the general assets of the Company.

4. Subject as hereafter provided the Liquidator shall as soon as possible after the execution of these terms of Settlement make a distribution of £1.10. 0 per share (less the sums to be deducted as aforesaid) to the Contributories of the Company.

5. The money remaining in the hands of the Liquidator after making the distribution aforesaid shall be applied by him in payment or satisfaction of the outstanding liabilities of the Company, the costs

We understand that the money remaining after making the distribution will be about £2400



WITNESS to the signature of  
Frank Harold Bennett (Liquidator  
of the Company and of Management  
& Shipping Company Limited).

For and on behalf of Management &  
Shipping Company Limited

Liquidator

For and on behalf of Continental  
Transit Company Limited.

WITNESS to the signature of :-

For and on behalf of the Custodian of  
Enemy Property.

*Blair Stobson*  
The said *Blair Stobson* hereby warrants that

*Blair Stobson*  
The said *Blair Stobson* and *Manuel de*

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 1942.

For and on behalf of the Comite  
de Secours aux Refugies

General Secretary.

WITNESS to the signature of  
Luis de Otrazar :-

WITNESS to the signature of  
Manuel de Irujo :-

10. Luis de Ortuzar agrees for his part that should it be hereafter established that the sum payable to him under paragraph 4 hereof is in excess of the amount to which he was legally entitled in the liquidation of the Company, he will repay to the liquidator the whole or such part thereof as shall be found to be in excess of the amount to which he was legally entitled as aforesaid, and will also indemnify the liquidator and the Company against any costs reasonably incurred by the Liquidator or the Company in defending any proceedings in which it is alleged that such payment was in excess of that to which Luis de Ortuzar was entitled as aforesaid.

11. The sums paid by the Company by way of remuneration to its Directors prior to the commencement of the liquidation shall (except in the case of the said David Percival Barnett) be deemed to have been paid in full satisfaction of all remuneration payable to them and Luis de Ortuzar for himself and Charles Morgan waives any claim they may have against the Company for additional remuneration.

3rd May, 1943.

Messrs. Phoenix Levinson Walters & Shane,  
Thornton House,  
Finsbury Square,  
E.C.

Dear Sirs,

Further to the conversation you had with  
Mr. Echebarria this afternoon, I confirm that you  
should write to the lawyers of the Liquidator in  
the terms suggested by Mr. Echebarria.

Yours faithfully,

BERTRAM LEVINSON & SHANE,

SOLICITORS,  
COMMISSIONERS FOR OATHS.

D. B. LEVINSON, B.A.  
A. L. SHANE.

TEL. KELVIN 1802 (4 LINES).

PRIVATE BRANCH EXCHANGE.

YOUR REF. ....  
DBL/MC.  
OUR REF. ....

66  
ENCL. ....

*Thornton House,  
Finsbury Square,  
London, E. C. 2.*

28th April, 1943.  
Wednesday.



Dear Sir,

Continental Transit Co. Ltd.

We enclose a copy of the draft Minutes of the Order as further amended to be approved by you.

We are informed by the Liquidators Solicitors that the enclosed document has been approved by Mr. Ortuzar's Solicitors and by Mr. Aubrey Smith and copies have been sent to the Custodian of Enemy property.

We shall be glad to hear from you.

Senr. Manuel de Irujo,  
Basque Delegation,  
6/7, Hobart Place,  
Eaton Square,  
S.W.

Yours faithfully,

A handwritten signature in cursive script, appearing to read "Bertram Levinson".

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BERTRAM LEVINSON & SHANE  
Thornton House,  
Finsbury Square  
London, E.C.2

28th April, 1943  
Wednesday

Dear Sir,

Continental Transit Co. Ltd.,

We enclose a copy of the draft Minutes of the Order as further amended to be approved by you.

We are informed by the Liquidators Solicitors that the enclosed document has been approved by Mr. Ortuzar's Solicitors and by Mr. Aubrey Smith and copies have been sent to the Custodian of Enemy property.

We shall be glad to hear from you.

Yours faithfully,

Señor Manuel de Irujo,  
Basque Delegation  
7/8, Hobart Place,  
Eaton Square,  
S.W.1

No. 00209 of 1941.

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT

Mr. Registrar Stiebel

In the Matter of CONTINENTAL TRANSIT CO. LTD.

and

In the Matter of the COMPANIES ACT 1929.

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Draft.

MINUTES OF ORDER

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Mr. Registrar Stiebel.

In the Matter of CONTINENTAL TRANSIX COMPANY LIMITED

and

In the Matter of THE COMPANIES ACT 1929.

UPON THE APPLICATION of Frank Harold Bennett of 28 Lewes Road Friern Barnet London N.12 Chartered Accountant the Liquidator of the above-named Company in the Voluntary Winding-up thereof and upon hearing Counsel for the Applicant Counsel for the Respondent Luis de Ortuzar and the Solicitors for the Respondents The Custodian of Enemy Property and Manuel de Irujo And upon the reading the Originating Summons dated the 19th June 1941 in this matter and the Order made on the 14th October 1941 and an Affidavit of the said Frank Harold Bennet filed herein on the 1943 and it appearing that the Custodian of Enemy Property has certified under Section 7 (2) of the Trading with the Enemy Act 1939 that Doroteo de Ziaurriz now or formerly of 63 Rue des Galons Seine et Oise Meudon France (a shareholder in the above-mentioned Company) is an enemy for the purpose of the said Act and that any money which would otherwise be payable to him in respect of his share in the said Company must be paid over to the Custodian of Enemy Property And it appearing also that the Applicant and the respondents the Custodian of Enemy Property Luis de Ortuzar and Manuel de Irujo have agreed upon the terms set out in the Schedule hereto It is Ordered (by consent) that the said Frank Harold Bennett be at liberty to dispose of and distribute the undistributed assets of the above-named Company in accordance with the said terms And (without prejudice to the liberty to apply conferred by the said Order dated the 14th October 1941) the Liquidator or either of the said Respondents the Custodian of Enemy Property and Luis de Ortuzar is to be at liberty to apply to the Court with reference to any matter arising in the said distribution.

THE SCHEDULE

1. The Respondent Luis de Ortuzar shall forthwith pay to the Applicant as liquidator of the above-named Company the sum of £2360.19.3. calculated in the manner shown in the Statement hereunder written, and the Applicant shall as soon as possible thereafter deal with distribute and pay the moneys in his hands or under his control as liquidator of the said Company in the manner shown in the said Statement and in particular shall pay to the Custodian of Enemy Property and the Liquidator of Management and Shipping Company Limited the amounts shown in the said Statement as payable to them respectively.

STATEMENT

Cash in hand at Barclays Bank and in the Companies  
Liquidation Account at the Bank of England . . . . . £56.034. 2. 11

£56.034. 2. 11.

Assets not yet realised:

Debt of £203. 11. 10. due from Capt. W.A.Smith  
valued at

Nil

Two shares of £10. each (£8 paid) in the Coal &  
Shipping Exchange (Cardiff) Ltd. Valued at

Nil

£56.034. 2. 11.

Deduct for payments to be made:

Board of Trade Fees £700. 3. 9.

Legal Expenses £400. 0. 0.

Less paid on account 175. 0. 0.

225. 0. 0.

Liquidators fees £1143.18. 5

Less paid on account 75. 0. 0.

£1068.18. 5.

1.994. 2. 2.

£54.040. 0. 9.

Add amount to be paid to the Liquidator by  
Mr. L. de Ortuzar:-

Advanced to him by the Company  
£5000. 0. 0.

Items for which, in order  
to facilitate the Liqui-  
dation and by agreement be-  
tween all parties, he now  
agrees to take the debit £12360.19.3.

£17360.19. 3.

Less 30/- per share on 10.000 shares  
registered in his name

£15000. 0. 0.

2.360. 19. 3.

Amount available for distribution

£56.401. 0. 0.

30/- per share on 50.000 shares regis-  
tered in the name of Doboteo de Ziaurriz £75000.0.0.

Less deductions £28600. 0.

Amount payable to Custodian of  
Enemy Property £46400.0.0.

30/- per share on 20.000 shares regis-  
tered in the name of Management and  
Shipping Co.Ltd. £30.000.0.0.

Less deductions £19.999.0.0.

Amount payable to the Liqui-  
dator of Management & Ship-  
ping Co. Ltd. £10001.0.0.

TOTAL..... £56.401. 0. 0.

2. Each of the Respondents shall bear and pay his own costs of and in connection with the proceedings in this matter, up to the date hereof.

3. Any moneys hereafter received by the Applicant as liquidator of the said Company shall be distributed according to law.

R. Gwyn Rees,  
Cardiff.

5th January, 1943.

Revised in red ink in accordance with further instructions, See opinion herewith.

R. Gwyn Rees.  
Cardiff.

12th April, 1943.

TEL. KELVIN 1802 (4 LINES).

ENCL. ....

69

PHENIX, LEVINSON, WALTERS & SHANE

SOLICITORS,  
COMMISSIONERS FOR OATHS.

J. T. PHOENIX,  
D. B. LEVINSON, B.A.  
J. L. WALTERS,  
A. L. SHANE.

CARDIFF: 8/9, DUNFRIES PLACE,  
TEL. 5534 (4 LINES)

YOUR REF. ....

OUR REF. DBL/BE .....

*Thornton House,  
Finsbury Square,  
London, E.C.2.*  
12th January, 1943.  
Tuesday.

Dear Sir,

Re: Transcontinental Transport Co.Ltd.  
-----

We shall be glad to know whether you have now succeeded in settling this matter and whether the liquidator has consented to distribute the funds in his hands.

Yours faithfully,

Senor Manuel de Irujo,  
Basque Delegation,  
7/8, Hobart Place,  
Eaton Square,  
S.W.1.

Ascension House,  
6 White Post Hill,  
Redhill, Surrey.

XXXXXXXXXX 20  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

26th November, 1942.

Messrs. Phoenix Levinson Walters & Shane,  
Thornton House,  
Finsbury Square,  
E.C.2.

Dear Sirs,

I beg to acknowledge receipt of your letter of  
the 24th November.

As I informed you at our previous meeting, Mr.  
Ortuzar's lawyers are in touch with the Custodian of  
Enemy Property and are going to see him again to settle  
this matter up. In order to hasten matters, I have  
thought it would be advisable to give them authority  
also to speak for the Committee at that meeting.

Yours faithfully,

E. deEtxebarria.

TEL. KELVIN 1802 (4 Lines).

71  
ENCL.

ENCLOSURE  
N<sup>o</sup> 102  
"JUST 50"

PHENIX, LEVINSON, WALTERS & SHANE

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/BE

*Thornton House,  
Finsbury Square,  
London, E. C. 2.*

24th November, 1942.  
Tuesday.

Dear Sir,

re: Continental Transit Co.Ltd.  
-----

We enclose copy of a letter received from the Liquidators Solicitors from which you will see they have received a suggestion for a settlement from Messrs.W.A. Crump & Son and they promise to write us again in due course.

Yours faithfully,

Senor Elias de Etxebarria,  
Basque Delegation  
7/8, Hobart Place,  
Eaton Square,  
S.W.

GILBERT ROBERTSON & CO.

33 West Bute Street,  
Cardiff Docks.

21st. November, 1942.

Dear Sirs,

CONTINENTAL TRANSIT CO. LTD., DBL/BH. ACH/43  
-----

Thank you for yours of the 20th instant, and  
its enclosure.

We have received a letter from Messrs. Crump &  
Son making a further suggestion for the settlement  
of this matter, upon which we are in communication  
with the Liquidator, and we will write you again,  
as soon as possible.

Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs. Phoenix Levinson Walters & Shane,  
Thornton House,  
Finsbury Square,  
London,  
E.C.2.

PHOENIX LEVINSON WALTERS & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

24th November, 1942.

Dear Sir,

re: Continental Transit Co. Ltd.

We enclose copy of a letter received from the Liquidators Solicitors from which you will see they have received a suggestion for a settlement from Messrs. W.A. Crump & Son and they promise to write us again in due course.

Yours faithfully,

PHOENIX LEVINSON WALTERS & SHANE.

Senor Elias de Etxebarris.

-----

GILBERT ROBERTSON & CO.

33 West Bute Street,  
Cardiff Docks.

21st November, 1942.

Dear Sirs,

Continental Transit Co. Ltd. DBL/BH. ACE/43.

Thank you for yours of the 20th instant, and its enclosure.

We have received a letter from Messrs. Crump & Son making a further suggestion for the settlement of this matter, upon which we are in communication with the Liquidator, and we will write you again, as soon as possible.

Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs. Phoenix Levinson Walters & Shane,  
Thornton House,  
Finsbury Square,  
London, E.C.2.

TEL. KELVIN 1802 (4 Lines).

24  
ENCL. ....

PHENIX, LEVINSON, WALTERS & SHANE

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/BE .....

*Thornton House,  
Tinsbury Square,  
London, E. C. 2.*  
20th November, 1942.  
Friday.

Dear Sir,

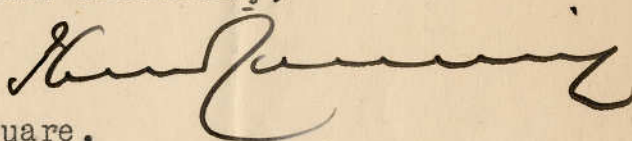
Continental Transit Co. Ltd.  
-----

We enclose as promised,

1. Copy of our letter to Gilbert Robertson & Co of the 11th inst
2. Copy of our letter of today.

Yours faithfully,

Senor Etxebarria,  
The Basque Delegation,  
7/8 Hobart Place, Eaton Square,  
S.W.



PHOENIX LEVINSON WALTERS & SHANE,

Thornton House,  
Finsbury Square,  
London,  
E.C.2. 75

DBL/BH.

11th November, 1942.  
Wednesday.

Dear Sirs,

Re: Continental Transit Co. Ltd.  
-----

We are in receipt of yours of the 30th October with its enclosures and we propose dealing with the points in the Liquidators letter of the 19th October so far as they affect our Clients.

1. We shall require to know the nature of the proofs the Liquidator wants. A certified copy of the Minutes of the Comite appointing him will no doubt be sufficient.
2. This will be done but you have already been advised by Counsel as to the powers of the Secretary General. A Specific authority however can be given and the terms of settlement can be attached to same.
3. Mr. Etabbaria will make the required Affidavit.
4. We understand that a copy of the Constitution of the Comite has already been furnished to you and same was submitted by you to Counsel. A further copy can however be supplied.
5. This will be done. A quorum is not less than three members.

With regard to the points raised by the Liquidator on your letter of the 23rd October we would reply as follows.

1. Apparently Mr. Ortuzar insisted upon the withdrawal of Mr. Irujo from this matter. His attitude appears to have been based on personal grounds. We knew nothing of the negotiation that went on upon this matter and were merely informed of it when Agreement was reached. You will no doubt take this up with Messrs. Crump & Son who may be able to give you more definite information as to their Clients reasons for his demand. So far as Mr. Irujo is concerned, he is satisfied that the Comite Basque are entitled to the payment and there is no real point in his continuing to be a party the Agreement.
2. Mr. Etabbarria agrees to the payment herein referred to being made assuming same is properly due.

3. We note that the costs are being increased and we much regret it. In our view the whole matter ought to have been cleared long since but apparently the further delay and complication are due to Mr.Ortuzar's demand that Mr. Irujo should withdraw.
4. We note.
5. We have not seen the green ink amendments and perhaps you will let us know who made them and what is there purport.
6. We have not seen the amendments made by Messrs. Crump & Son and perhaps you will let us have a copy of the terms with these amendments inserted.
7. We know nothing of this alteration but we agree that the matter of directors fees paid prior to the liquidation should be provide for in the terms of settlement.
8. This will be done and we suggest you add the word required.

We are instructed to agree to the proposed payment of £200 to the Executors of the late Mr.Barnett.

Yours faithfully,

Messrs. Gilbert Robertson & Co.,  
Solicitors.  
Docks,  
Cardiff

DBL/BH.

26  
20th November 1942.  
Friday.

Dear Sirs,

Continental Transit Co.Ltd.  
-----

We are in receipt of yours of the 18th inst  
and enclose:

1. Certified copy of the Resolution of the  
Comite Basque confirming the appointment  
of Senor Elias de Etxebarria as Secretary  
General.
2. Certified copy of the Constitution of the  
Comite in French.
3. A certified translation of the French Constitution  
of the Comite.

Mr.Etxebarria instructs us that he is satisfied that  
the delay in this matter is not due to Mr.Ortuzar.

With regard to the third paragraph of your letter  
our Clients instruct us that they are in complete agreement  
with Senor Ortuzar and that they will accept whatever proposal  
Senor Ortuzar may make.

Yours faithfully,

Messrs.Gilbert Robertson & Co.  
Solicitors,  
Docks,  
Cardiff.

27  
PHEONIX LEVINSON WALTERS & SHANE

Thornton House,  
Finsbury Square,  
London, E.C.2.

20th November, 1942.

Dear Sir,

Continental Transit Co. Ltd.

We enclose as promised,

1. Copy of our letter to Gilbert Robertson & Co.  
of the 11th inst.
2. Copy of our letter of today.

Yours faithfully,

PHOENIX LEVINSON WALTERS & SHANE.

Senor Etxebarria,  
The Basque Delegation,  
7/8 Hobart Place,  
Eaton Square,  
S.W.1.

PHOENIX LEVINSON WALTERS & SHANE

28  
Thornton House,  
Finsbury Square,  
London, E.C.2.

Messrs. Gilbert Robertson & Co.  
Docks, Cardiff.

11th November, 1942.

Dear Sirs,

Re: Continental Transit Co. Ltd.

We are in receipt of yours of the 30th October with its enclosures and we propose dealing with the points in the Liquidators letter of the 19th October so far as they affect our Clients.

1. We shall require to know the nature of the proofs the Liquidator wants. A certified copy of the Minutes of the Committee appointing him will no doubt be sufficient.

2. This will be done but you have already been advised by Counsel as to the powers of the Secretary General. A Specific authority however can be given and the terms of settlement can be attached to same.

3. Mr. Etxebarria will make the required Affidavit.

4. We understand that a copy of the Constitution of the Comite has already been furnished to you and same was submitted by you to Counsel. A further copy can however be supplied.

5. This will be done. A quorum is not less than three members.

With regard to the points raised by the Liquidator on your letter of the 23rd October we would reply as follows:

1. Apparently Mr. Ortuzar insisted upon the withdrawal of Mr. Irujo from this matter. His attitude appears to have been based on personal grounds. We knew nothing of the negotiation that went on upon this matter and were merely informed of it when Agreement was reached. You will no doubt take this up with Messrs. Crump & Son who may be able to give you more definite information as to their Clients reasons for his demand. So far as Mr. Irujo is concerned, he is satisfied that the Comite Basque are entitled to the payment and there is no real point in his continuing to be a party to the Agreement.

2. Mr. Etxebarria agrees to the payment herein referred to being made assuming same is properly due.

3. We note that the costs are being increased and we much regret it. In our view the whole matter ought to have been cleared long since but apparently the further delay and complication are due to Mr. Ortuzar's demand that Mr. Irujo should withdraw.

4. We note.

5. We have not seen the green ink amendments and perhaps you will let us know who made them and what is their purport.

6. We have not seen the amendments made by Messrs. Crump & Son and perhaps you will let us have a copy of the terms with these amendments inserted.

7. We know nothing of this alteration but we agree that the matter of the directors fees paid prior to the liquidation should be provided for in the terms of settlement.

8. This will be done and we suggest you add the word required.

We are instructed to agree to the proposed payment of £200 to the executors of the late Mr. Barnett.

Yours faithfully,

PHOENIX LEVINSON WALTERS & SHANE

29  
Thornton House,  
Finsbury Square,  
London, E.C.2.

20th November, 1942.

Dear Sirs,

Continental Transit Co. Ltd.

We are in receipt of yours of the 18th inst. and enclose:

1. Certified copy of the Resolution of the Comité Basque confirming the appointment of Senor Elias de Etxebarria as Secretary General.
2. Certified copy of the Constitution of the Comité in French.
3. A certified translation of the French Constitution of the Comité.

Mr. Etxebarria instructs us that he is satisfied that the delay in this matter is not due to Mr. Ortuzar.

With regard to the third paragraph of your letter our Clients instruct us that they are in complete agreement with Senor Ortuzar and that they will accept whatever proposal Senor Ortuzar may make.

Yours faithfully,

PHOENIX LEVINSON WALTERS & SHANE.

Messrs. Gilbert Robertson & Co.,  
Solicitors,  
Docks, Cardiff.

PHOENIX LEVINSON AND WALTERS

ThortonHouse,  
Finsbury Square,  
E.C.2

20 de Noviembre de 1942.  
Viernes

Muy Sr. nuestro,

Continental Transit Co. Ltd.,

Incluimos documentos

1. Copia de nuestra carta a Gilbert Robertson del 11 corriente.
2. Copia de nuestra carta de hoy.

Suyos afmos.

Señor Etxebarria,  
The Basque Delegation,  
7, Hobart Place, Eaton Square,  
S.W.

Thornton House,  
Finsbury Square,  
London

E.C.2

DBL/BH.

11th. Noviembre de 1942.

Muy señores nuestros,

Re. Continental Transit Co. Ltd.

Hemos recibido su carta del 30 de Octubre con sus adjuntos y de acuerdo con la misma correspondemos a los puntos presentados por el Liquidador en su carta del 19 de Octubre, en cuanto afectan a nuestros Clientes.

1. Necesitamos saber que clase de pruebas desea el Liquidador. Sin duda será suficiente una copia certificada de las Actas del Comité en las que se hace el nombramiento del Secretario
2. Lo haremos. Pero ya el dictamen de su letrado le ha indicado a Ud. respecto a los poderes del Secretario General. Sin embargo se puede acordar por el Comité una autorización específica que puede quedar adherida al Documento de Transacción.
3. El Sr. Etxebarria firmará el affidavit necesario.
4. Tenemos la impresión de que en ocasión anterior le entregamos a Ud. una copia de la Constitución del Comité y que precisamente lo presentó Ud. a sus letrados. Sin embargo podemos enviarle otra copia.
5. Lo haremos. El quorum necesario es "no menos de tres miembros".

Con respecto a los puntos presentados por el Liquidador en la carta de Ud. del 23 de Octubre, contestamos como sigue:

1. Parece que el Sr. Ortuzar insistió en la retirada del Sr. Irujo. basado en razones de tipo personal. Nada sabíamos nosotros de esto hasta que se nos comunicó que se había llegado a un acuerdo. Sin duda lo referirá Ud. a los Sres. Crump and Son quienes posiblemente darán a Uds. una información definitiva respecto a las razones de sus Clientes sobre esta petición. En cuanto al Sr. Irujo se refiere, está satisfecho de que el Comité Basque tiene derecho al cobro y no hay por lo tanto fuerza mayor para que continúe siendo parte en el Documento de Transacción.
2. El Sr. Etxebarria acepta la realización de este pago, siempre que se trate de una cantidad que efectivamente se adeuda.
3. Toammos nota de lo que nos dice respecto al aumento en las costas y lo sentimos muy de veras. A nuestro juicio, debiera haberse liquidado este asunto hace mucho tiempo, pero al parecer el nuevo retraso y complicación se deben a la demanda formulada por el Sr. Ortuzar de que el Sr. Irujo se retire.

4. Tomamos buena nota.
5. No hemos visto las enmiendas hechas en tinta verde. Le agradeceríamos nos dijera quien las ha hecho y cual es su significado.
6. No hemos visto las enmiendas hechas por los Sres. Crump and Sons. Le agradeceríamos nos enviase una copia con dichas correcciones.
7. Nada sabemos de esta alteración pero estamos de acuerdo en que los emolumentos de consejeros pagados antes de la liquidación deben tener provisión en el Documento de Transacción.
8. Lo haremos y le rogamos añada la palabra necesaria.

Tenemos instrucciones de participarle que aceptamos el pago propuesto de £200 a los herederos del finado Sr. Barnett.

Suyos afmos.

Messrs. Gilbert Robertson and Co.,  
Solicitors,  
Docks,  
CARDIFF

PHOENIX LEVINSON WALTERS AND SHANE,

Thornton House,  
Finsbury Square,  
LONDON E.C.2

DBL/BH

20 Noviembre 1942.  
Viernes

Muy señores nuestros,

Continental Transit Co. Ltd.

Hemos recibido su carta del 18 corriente y  
adjuntamos:

1. Copia certificada de la Resolución del Comité Basque confirmando el nombramiento del Señor Elias de Etxebarria como Secretario General.
2. Copia certificada de la Constitución del Comité en Francés
3. Una traducción certificada de la Constitución del Comité

El Sr. Etxebarria nos instruye que está satisfecho de que el retraso en este asunto no es debido al Sr. Ortuzar.

Con respecto al tercer parrafo de su carta, nos instruyen nuestros Clientesde que estan en completo acuerdo con el Señor Ortuzar y que aceptarán cualquier propuesta que pueda presentar el Sr. Ortuzar.

Suyos afmos.

Messrs. Gilbert Robertson and Co.,  
Solicitors,  
Docks,  
CARDIFF

Ascension House,  
6 White Post Hill,  
Redhill.

XXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX

11th November, 1942.

Messrs. Phoenix Levinson Walters & Shane,  
Thornton House,  
Finsbury Square,  
E.C.3.

Dear Sirs,

I wish to confirm Mr. Gondra's telephone conversation with you this afternoon.

I have met Sr. Ortuzar to-day, and he replied to my enquiries that the question of the guarantee is a matter that he will deal with personally. I think therefore there is no need for us to make any reference to this in our letter to the Liquidator's solicitors.

As regards the Directors' Fees, Sr. Ortuzar said that he is considering this matter now, I think therefore that our reply on this question should be that the Comite has no objection to the payment of this amount to the executors of Mr. Barnett, provided that it is due to them legally.

I am enclosing herewith two copies of the Certificate of the Minute by which the Comite empowers me to deal with this matter.

Yours faithfully,

Elias de Etxebarria.  
Secretary General.

TEL. KELVIN 1802 (4 Lines).

82  
ENCL. ....

PHOENIX, LEVINSON, WALTERS & SHANE

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/JL

*Thornton House,  
Finsbury Square,  
London, E.C.2.*

4th November, 1942.  
Wednesday.

Dear Sir,

Continental Transit Co. Ltd.  
-----

We are in receipt of yours of the 2nd instant,  
and note that President Aguirre has authorised your  
unconditional withdrawal.

Yours faithfully,

*Phoenix Levinson & Co*

Senor Manuel de Irujo,  
Basque Delegation,  
7/8 Hobart Place, Eaton Square,  
S.W.1.

PHOENIX LEVINSON WALTERS AND SHANE

83  
Thornton House,  
Finsbury square,  
London. E.C.2

4th November, 1942  
Wednesday

Dear Sir,

Continental Transit Co. Ltd.,

We are in receipt of yours of the 2nd instant, and note that President Aguirre has authorized your unconditional withdrawal.

Yours faithfully,

Phoenix Levinson and Co.

Señor Manuel de Irujo,  
Basque Delegation,  
7/8, Hobart Place, Eaton Square,  
S.W.1

84

JE SOUSSIGNÉ, ELIAS DE ETXEBARRIA Y OTAOLA, SECRÉTAIRE GÉNÉRAL  
DU COMITÉ BASQUE DE SECOURS AUX RÉFUGIÉS.

CERTIFIÉ:

Que en date de 30 Juin 1941, le Comité Directeur du "Comité Basque de Secours aux Réfugiés" a envoyé la lettre, dont voici le texte:

"" Comité Basque de Secours aux Réfugiés.-  
Sand Dene.- 54 Somerset Road.- Meadvale.- Redhill.-  
Surrey.- Redhill le 30 Juin 1941.-

Monsieur le Préfet des Basses Pyrénées.- PAU  
Monsieur le Préfet:

Nous avons l'honneur de vous informer que le domicile légal de l'Association Basque de Secours aux Réfugiés vient d'être transféré par décision de son Comité Directeur en territoire français Libre, sous le contrôle du Conseil de Défense de l'Empire Français, présidé par le Général de Gaulle.

L'ancien domicile de cette Association avait été fixé à la Villa Eadara, Anglet, Basses Pyrénées. L'Association avait été inscrite dans les formes légales au registre de la Préfecture des Basses-Pyrénées, et publication de l'inscription avait été faite au Journal Officiel de la République Française en date du 7 septembre 1937, page 10360.

Le Comité Directeur de l'Association réuni en date du 10 juin dernier a pris la décision de transférer le domicile légal de l'Association à Brazzaville, Afrique Equatoriale Française. En conséquence, il renonce à l'ancien domicile de l'Association.

En exécution de cette décision et au nom de l'Association Basque de Secours aux Réfugiés, nous avons l'honneur de souscrire cette communication scellée du cachet de l'Association.

Veillez agréer, Monsieur le Préfet, l'assurance de notre haute considération.- Le Secrétaire Général ELIAS DE ETXEBERRIA.""

C

Que cette lettre a été envoyée, comme recommandée, selon le recepissé de recommandation: Reg n. 1818. Certificate of Posting of a Registered Postal Packet: A postal Packet addressed as under, upon which a Fee of Three Pence has been paid, in addition to the Postage has been registered and posted here this day.- Monsieur le Préfet de Basses Pyrénées.- PAU.- France.- Post Office. REDHILL (Surrey) 14th. July 1.941.

Aux effects opportuns, je délivre le présent certificat. REDHILL, le 19ème Juillet 1.941.

ELIAS DE ETXEBERRIA.  
Secrétaire Général.

## PHOENIX LEVINSON WALTERS &amp; SHANE

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.

DBL/BH.

OUR REF.

*Thornton House,*  
*Finsbury Square,*  
*London, E. C. 2.*  
4th November 1942.  
Wednesday.

Dear Sir,

Re: Continental Transit Co.Ltd.  
-----

We enclose:-

1. Copy of a letter from the Liquidator's Solicitors which is dated the 30th October but which we received today.
2. Copy of letters therein referred to and enclosed with their letter.

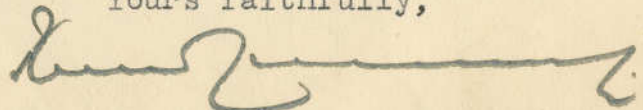
You will observe that the Liquidator is annoyed at the new arrangement that Mr. Irujo should withdraw from the agreement and he demands that Mr. Ortuzar pay the extra costs occasioned by the alteration. He assumes that we negotiated this alteration with Messrs. W. Crump & Son which of course is not the case.

You will also note that the Liquidator requires various safeguards as to the powers of the Secretary General of the Comite Basque and as to his identity. We can of course satisfy him as to his identity and we think that he will accept the terms of the Constitution of the Comite as sufficient authority for the action of the Secretary General. We cannot however understand why the Liquidator should be so concerned with the question of the powers of the Comite and its right to receive the money in view of the fact that he has to pay same over to the Custodian of Enemy Property. You will appreciate that it is the Custodian who will actually pay the money over to the Comite and it will be for him to satisfy himself as to the right of the Secretary General to act on behalf of the Comite in receiving the money.

We shall be glad therefore if you will carefully consider the enclosed papers and perhaps you will arrange to see us so that a suitable reply may be prepared to the letter of Messrs. Gilbert Robertson & Co. We cannot help feeling that it is a great pity that the matter of Mr. Irujo's withdrawal was ever raised as this is making for continued delay in the final settlement.

Senor Echevarria,  
The Basque Delegation,  
7/8, Hobart Place,  
Eaton Square, S.W.

Yours faithfully,



GILBERT ROBERTSON & CO.

33, West Bute Street,  
Cardiff Docks.

30th October 1942.

Dear Sirs,

Re: Continental Transit Co.Ltd.  
DBL/BH. ACH/43.  
-----

Enclosed we send your copy letter and enclosures we are today forwarding to Messrs.Crump & Son, which speak for themselves, and upon which we should be glad to hear from you.

Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs.Phoenix Levinson & Co.

Thornton House,  
Finsbury Square,  
London, E.C.2.

30th October, 1942.

Dear Sirs,

CONTINENTAL TRANSIT CO. LTD. N/4. ACH/43.  
-----

Our client is not prepared to agree the further amendments you made in the proposed Terms of Settlement, without additional information, and further amendment of the draft. Further than this, after we had submitted the draft Terms of Settlement as last amended by us in red ink to the Liquidator for his confirmation as mentioned in our letter to you of the 21st September last, he stated that while the Terms as last amended by us were, generally speaking, approved by him, he had come to the conclusion, after careful consideration, that Mr. Ortuzar's indemnity should be backed by an approved Bankers Guarantee for £12,350-19-3d plus the costs of possible proceedings, say a total of £12,760. In reply, we suggested the possibility of obtaining a counter-indemnity from the National Guarantee, or some other similar Association, and with the Liquidator's concurrence we explained the position to the National Guarantee Association, and they wrote us on the 19th inst a letter, copy of which we enclose herewith, from which you will see that they require further evidence before they will entertain a counter-indemnity.

Would your client, as an alternative to supplying a Bankers Guarantee concur in the suggested counter-indemnity, and if so, is he prepared to supply the information desired by the Association in the form of a Statutory Declaration which was what the Association asked for in a previous communication ?

We have today received a long letter from the Liquidator setting out his further requirements, and we do not think that we can do better than send you a copy of this letter, for your consideration.

We are writing the National Guarantee Association today as suggested by the Liquidator, and are also sending a copy of this letter, and its enclosures, to Messrs. Phoenix Levinson & Co., in view of the further information required by our client and also required by the National Guarantee Association, if a counter-indemnity is to be preceded with.

Awaiting to hear further from you,

We are,

Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs. William A. Crump & Son,  
10/11, Lime St.,  
London, E.C.3.

Encls.

F.G. BENNETT & CO.,  
28, Lewes Road,  
Friern Barnet,  
London, N.12.

28th October, 1942.

Messrs. Bilbert Robertson & Co.,  
33, West Bute Street,  
Cardiff Docks.

Dear Sirs,

Continental Transit Co.Ltd. ACH/43.

Referring to the letter of the 19th inst. from the National Guarantee & Suretyship Assn., a copy of which was sent with your letter of the 21st inst:-

A. The Manager appears to give insufficient attention to the fact that Dr. Ziaurriz is only a nominee of the Comite Basque, and that that Comite through its Secretary General is, under the present draft Terms of Settlement, authorising the questioned amounts to be debited to their nominee. The beneficial owners of the shares, having given that authority, I do not see that anyone could later come forward and challenge the debiting of those items to Dr. Ziaurriz, but at the same time my mind is uneasy on the point. My position would be considerably strengthened and the National Guarantee Assn. would probably be more willing to give the Indemnity, if the following steps are now taken:-

1. We must have proof that the person signing the terms when they are ultimately agreed is in fact the Secretary General of the Comite.
2. It must be proved beyond any shadow of doubt that the Secretary General has power to bind the Comite Basque, and for this purpose he should be specifically authorised by the Comite to sign the Terms and those Terms should be recapitulated in the document giving him such authority.
3. The Comite (or the Secretary General again specifically authorised by them) should make a sworn statement that the shares now standing registered in the name of Dr. Ziaurriz in the books of the Company are still in the beneficial ownership of the Comite.
4. A copy of the Statutes of the Comite should be given us and we should satisfy ourselves that it is a properly constituted body legally capable of giving the above authorities to its Secretary General, and through him of agreeing to, and signing the Terms of Settlement.
5. We should satisfy ourselves that the Members of the Comite who are now in this country are sufficient to form a quorum in accordance with its Statutes, and that such a quorum is present at the Meeting at which it is resolved that such authorities be given.

As regards (1) a copy of the Minutes appointing Mr. Elias Extabarría to the position of Secretaire Generale of the Comite should be obtained and perhaps a partners of Messrs. Phoenix Levinson can give a letter at the same time as the signing of the Terms takes place and at which that partner is present, to the effect that the person signing is

in fact Mr. Elias Extabarris. As regards (2) according to the opinion of Mr. Johnson, the Secretary General can give effective discharges for moneys paid to the Comite - but it will be the Custodian and not myself who will pay the proceeds of the Shares to the Comite. The Opinion also states that the Secretary General can generally deal with and administer all assets of the Comite - the questioned amounts are not assets of the Comite but obligations on the part of some person or persons to the Company. The Opinion then goes on to say that the Secretary General shall have the fullest powers to represent and act on behalf of the Comite in the absence of the President. Now Dr. Ziaurriz was apparently the President, but we do not know if anyone has been appointed in his place, either because of his enforced absence or by reason of the fact that his term of office was for a fixed period which has now expired. It is because of the foregoing that the authorities mentioned in 2 and 3 above should be obtained. References to these should be inserted in, and copies thereof attached to the Terms of Settlement.

B. I agree that the Terms of Settlement should be satisfactory to all parties before dealing further with the Indemnity proposal, but will you first put the point I mention in (a) above, to the Manager of the National Guarantee Assn. and ask him what effect it will have in their assessment of the risk, if the proposed steps are taken.

I also agree that the parties to the Terms of Settlement should concur in my obtaining the Indemnity; that they should give the Association all information it requires; and that these two points should be included in the Terms themselves.

Referring to your letter of the 23rd. October, and its enclosures

1. I must know the reason for the arrangement that Mr. Irujo should not be a party to the final Terms of Settlement. Who made the arrangement, what purpose does it serve, and how is it that Messrs. Phoenix Levinson Walters & Shane approved the amended Terms as far back as September 26th but have not since notified you that this new arrangement was being made? Please ask Messrs. Crump & Son for this information and inform them that the person who desires the change, if it is made, must pay for the cost of dealing with the matter including your fees for the preparation and agreement of the necessary document to be signed by Mr. Irujo. I can see no point in giving effect to this new arrangement as it creates additional work and has delayed the completion of the Liquidation, with no apparent compensating advantages.

2. Mr. Barnett's Executors have no legal claim until Directors' fees are voted to him by the shareholders at an Ordinary General Meeting and apparently it is not the intention of Mr. Ortuzar to vote in favour of such a payment. He is a minority shareholder, and the largest shareholder cannot be personally present or execute a proxy. As the Company cannot recognise a trust, apparently the Secretary General of the Comite could not be recognised at an Ordinary General Meeting as representing Dr. Ziaurriz. However, as Messrs. Phoenix Levinson agreed to the draft Terms of Settlement as amended by you in red, it appears that Mr. Extabarris has agreed to such a payment being made. Before going any further into this question, will you please have this confirmed.

3. In view of the protracted negotiations with the consequent increase in costs, and of the premium which will be required for the Indemnity, the amount in (4) of the draft Terms of Settlement will now need revision. The exact figure per share cannot be inserted until the Terms are

finally approved by all parties and are ready for signature.

4. Clause 5 of the draft Terms will depend on No.2. above.

5. The green ink amendments to clause 8 of the Terms are apparently intended to delete the original clause under which Elia Extabarris warrants that he is authorised to execute the Terms of Settlement on behalf of the Comite and substitute another clause which is itself sub-divided into two parts. I do not agree to this but here refer you to my remarks above where I deal with the letter from the National Guarantee & Surety-ship Assn.

6. In clause 10 of the draft Terms Messrs. Crump & Son have inserted the words "with the consent of Luis de Ortuzar". I do not agree to the inclusion of these words for the reasons already given.

7. Clause 11 of the Draft Terms has been deleted by Messrs. Crump & Son but it must remain, the exact wording being subject to the final decision as to whether or not any fees are to be paid to Mr. Barnett's representatives.

The clause should be added to, or a new clause inserted, to the effect that all the remuneration paid to the Directors of the Company has the approval of the Comite (through its Secretary General), Mr. Ortuzar and Mr. Irujo despite the fact that it has not all been formally authorised by the Shareholders in Ordinary General Meeting. It will be better to incorporate this in the Terms of Settlement rather than leave the matter to be dealt with at the last Meeting of Shareholders.

8. The words above the space for the signature of the Secretary General should be amended to include a reference to the specific authority referred to in A (2) above.

The draft Terms of Settlement as amended by you in red and later altered by Messrs. Crump & Son in green, are returned herewith. Please let me know as soon as possible the results of the enquiries you will make of the Manager of the National Guarantee Assn., of Messrs. Crump & Son re the new arrangement with Mr. Irujo and of Messrs. Phoenix Levinson as to the proposed payment of £200 to Mr. Barnett's executors. I will then consider the position in the light of these replies.

Yours faithfully,

(Sgd) F.H. BENNETT.

THE NATIONAL GUARANTEE & SURETYSHIP ASSOCIATION LTD.,

Please Quote: AI/CJ.

ACH/43.

Head Office,  
17, Charlotte Square,  
Edinburgh, 2.

19th October, 1942.

Messrs. Gilbert Robertson & Co.,  
Solicitors,  
33, West Bute Street,  
Cardiff, Docks.

Dear Sirs,

Indemnity to the Liquidator of  
Continental Transit Co. Ltd. (in  
Voluntary Liquidation).

---

We thank you for your letter of 17th inst. enclosing completed Proposal Form in the above matter for which we are obliged and which of course does not commit the Liquidator to anything meantime. We have also to thank you for the copy Statement referred to in the second paragraph of your letter showing the proposed scheme of distribution of the Funds in the Liquidator's hands.

While we quite appreciate what you say in the concluding paragraph of your letter, we ourselves feel that there would be little purpose in our submitting the proposal to our Directors for formal consideration unless we knew exactly (1) what information Mr. Ortuzar himself has regarding the two sums of £2,000 and £3,000 paid to Evans & Reid Coal Co. Ltd., what confirmatory evidence he can offer that these two sums were paid on Dr. Ziaurriz' instructions and were to be debited against Dr. Ziaurriz' account with the Company, because we must know what supporting testimony as regards these two items Mr. Ortuzar and anyone else conversant with the facts could give if ultimately the matter were contested in Court and the same applies to the other two sums of £75.5.0. and £285.14.3. paid to Mr. Ortuzar himself by the Company and debited to Dr. Ziaurriz and (2) what precise explanation is given by Mr. Manuel de Irujo with regard to the £7,000 paid to him and what supporting evidence he can offer that the money was so paid to him by the Company at Dr. Ziaurriz' request and with his authority and also as to how this £7,000 was disbursed or otherwise disposed of by Mr. Irujo either at the direction of Dr. Ziaurriz or the members of the Basque Government here. We quite realise that the Liquidator himself in an official capacity may not be able to obtain confirmation satisfactory to him with regard to these items, but the Association as Guarantor must judge and assess the risk of subsequent challenge on the facts testified and sworn to by the persons concerned in these transactions and we must really know therefore what Mr. Ortuzar and Mr. Irujo can depose to before we can consider accepting the risk and rate a premium, because in any event the Association would require a back up the defences of the Liquidator and the other parties concerned should the debiting of these items against Dr. Ziaurriz be challenged later on.

If the proposed Terms of Settlement have not yet been approved on behalf of the Custodian of Enemy Property, Mr. Ortuzar

and the Basque "Comite" and the other persons interested in the liquidation, would it not be better for this to be done first and the concurrence of all parties interested obtained towards furnishing the Liquidator with the Indemnity guarantee he asks for?

It certainly seems to us more desirable that all parties interested should be in entire agreement as to what is to be done before dealing with the Indemnity proposal, further, because unless this is so and both Mr. Ortuzar and Mr. Irujo furnish complete information with regard to the items above mentioned it would hardly be practicable for the Association to consider or entertain the proposal at all. A fairly large sum of money is concerned and as the persons on whose behalf the Guarantee is required may or may not be available or not be in a position to meet their obligations after the War is over when the possibility of dispute or challenge at Dr. Ziaurriz' instance etc. may arise, we feel that all outstanding points and questions should be dealt with and disposed of before the Association consider the Indemnity proposal in further detail. As matters stand there would be little point in our referring the matter to our Directors for consideration when we do not yet know whether the Terms of Settlement are to be accepted by all parties interested nor of the testimony or other evidence Mr. Ortuzar and Mr. Irujo can offer with regard to proper debiting of the items mentioned against Dr. Ziaurriz' account with the Company.

We shall be pleased to hear from you again at your convenience after the matter has had your further consideration and attention.

Yours faithfully,

(Sgd) H. J. W. Smith,

Manager.

PHOENIX LEVINSON WALTERS & SHANE

86  
Thornton House,  
Finsbury Square,  
London E.C.2.

4th November, 1942.

Dear Sir,

Re: Continental Transit Co. Ltd.

We enclose,

1. Copy of a letter from the Liquidator's Solicitors which is dated the 30th October but which we received today.
2. Copy of letters therein referred to and enclosed with their letter.

You will observe that the Liquidator is annoyed at the new arrangement that Mr. Irujo should withdraw from the agreement and he demands that Mr. Ortuzar pay the extra costs occasioned by the alteration. He assumes that we negotiated this alteration with Messrs. W. Crump & Son which of course is not the case.

You will also note that the Liquidator requires various safeguards as to the powers of the Secretary General of the Comite Basque and as to his identity. We can of course satisfy him as to his identity and we think he will accept the terms of the Constitution of the Comite as sufficient authority for the action of the Secretary General. We cannot however understand why the Liquidator should be so concerned with the question of the powers of the Comite and its right to receive the money in view of the fact that he has to pay same over to the Custodian of Enemy Property. You will appreciate that it is the Custodian who will actually pay the money over to the Comite and it will be for him to satisfy himself as to the right of the Secretary General to act on behalf of the Comite in receiving the money.

We shall be glad therefore if you will carefully consider the enclosed papers and perhaps you will arrange to see us so that a suitable reply may be prepared to the letter of Messrs. Gilbert Robertson & Co. We cannot help feeling that it is a great pity that the matter of Mr. Irujo's withdrawal was ever raised as this is making for continued delay in the final settlement.

Yours faithfully,

PHOENIX LEVINSON WALTERS & SHANE

Senor Echevarria,  
The Basque Delegation,  
7/8 Hobart Place,  
Eaton Square, S.W.

GILBERT ROBERTSON & CO.

87  
33, West Bute Street,  
Cardiff Docks.

30th October 1942.

Dear Sirs,

Re: Continental Transit Co. Ltd.  
DBL/BH      ACH/43

Enclosed we send your copy letter and enclosures we are today forwarding to Messrs. Crump & Son, which speak for themselves, and upon which we should be glad to hear from you.

Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs. Phoenix Levinson & Co.  
Thornton House,  
Finsbury Square,  
London, E.C.2.

GILBERT ROBERTSON & CO.

30th October, 1942.

Dear Sirs,

Continental Transit Co. Ltd. N/4 ACH/43

Our client is not prepared to agree the further amendments you made in the proposed Terms of Settlement, without additional information, and further amendment of the draft. Further than this, after we had submitted the draft Terms of Settlement as last amended by us in red ink to the Liquidator for his confirmation as mentioned in our letter to you of the 21st September last, he stated that while the Terms as last amended by us were, generally speaking, approved by him, he had come to the conclusion, after careful consideration, that Mr. Ortuzar's indemnity should be backed by an approved Bankers Guarantee for £12,350-19-3d. plus the costs of possible proceedings, say a total of £12,760. In reply, we suggested the possibility of obtaining a counter-indemnity from the National Guarantee, or some other similar Association, and with the Liquidator's concurrence we explained the position to the National Guarantee Association, and they wrote us on the 19th inst a letter, copy of which we enclose herewith, from which you will see that they require further evidence before they will entertain a counter-indemnity.

Would your client, as an alternative to supplying a Bankers Guarantee concur in the suggested counter-indemnity, and if so, is he prepared to supply the information desired by the Association in the form of a Statutory Declaration which was what the Association asked for in a previous communication?

We have today received a long letter from the Liquidator setting out his further requirements, and we do not think that we can do better than send you a copy of this letter, for your consideration.

We are writing the National Guarantee Association today as suggested by the Liquidator, and are also sending a copy of this letter, and its enclosures, to Messrs. Phoenix Levinson & Co., in view of the further information required by our client and also required by the National Guarantee Association, if a counter-indemnity is to be preceded with.

Awaiting to hear further from you,

We are,  
Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs. William A. Crump & Son,  
10/11 Lime St.  
London, E.C.3.

30th October, 1942. 89

Dear Sirs,

Continental Transit Co. Ltd. N/4 ACH/43

Our client is not prepared to agree the further amendments you made in the proposed Terms of Settlement, without additional information, and further amendment of the draft. Further than this, after we had submitted the draft Terms of Settlement as last amended by us in red ink to the Liquidator for his confirmation as mentioned in our letter to you of the 21st September last, he stated that while the Terms as last amended by us were, generally speaking, approved by him, he had come to the conclusion, after careful consideration, that Mr. Ortuzar's indemnity should be backed by an approved Bankers Guarantee for £12,350-19-3d. plus the costs of possible proceedings, say a total of £12,760. In reply, we suggested the possibility of obtaining a counter-indemnity from the National Guarantee, or some other similar Association, and with the Liquidator's concurrence we explained the position to the National Guarantee Association, and they wrote us on the 19th inst a letter, copy of which we enclose herewith, from which you will see that they require further evidence before they will entertain a counter-indemnity.

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We are writing the National Guarantee Association today as suggested by the Liquidator, and are also sending a copy of this letter, and its enclosures, to Messrs. Phoenix Levinson & Co., in view of the further information required by our client and also required by the National Guarantee Association, if a counter-indemnity is to be proceeded with.

Awaiting to hear further from you,

We are,  
Yours faithfully,

GILBERT ROBERTSON &amp; CO.

Messrs. William A. Crump & Son,  
10/11 Line St.  
London, E.C.3.

F.G. BENNETT & CO.  
28 Lewes Road,  
Friern Barnet, N.12.

Messrs. Gilbert Robertson & Co.  
33, West Bute Street,  
Cardiff Docks.

28th October 1942.

Dear Sirs,

Continental Transit Co. Ltd. ACH/43

Referring to the letter of the 19th inst. from the National Guarantee & Suretyship Assn., a copy of which was sent with your letter of the 21st inst:-

A. The Manager appears to give insufficient attention to the fact that Dr. Ziaurriz is only a nominee of the Comite Basque, and that that Comite through its Secretary General is, under the present draft Terms of Settlement, authorising the questioned amounts to be debited to their nominee. The beneficial owners of the shares, having given that authority, I do not see that anyone could later come forward and challenge the debiting of those items to Dr. Ziaurriz, but at the same time my mind is uneasy on the point. My position would be considerably strengthened and the National Guarantee Assn. would probably be more willing to give the Indemnity, if the following steps are now taken:-

1. We must have proof that the person signing the terms when they are ultimately agreed is in fact the Secretary General of the Comite.
2. It must be proved beyond any shadow of doubt that the Secretary General has power to bind the Comite Basque, and for this purpose he should be specifically authorised by the Comite to sign the Terms and those Terms should be recapitulated in the document giving him such authority.
3. The Comite (or the Secretary General again specifically authorised by them) should make a sworn statement that the shares now standing registered in the name of Dr. Ziaurriz in the books of the Company are still in the beneficial ownership of the Comite.
4. A copy of the Statutes of the Comite should be given us and we should satisfy ourselves that it is a properly constituted body legally capable of giving the above authorities to its Secretary General, and through him of agreeing to, and signing the Terms of Settlement.
5. We should satisfy ourselves that the Members of the Comite who are now in this country are sufficient to form a quorum in accordance with its Statutes, and that such a quorum is present at the Meeting at which it is resolved that such authorities be given.

As regards (1) a copy of the Minutes appointing Mr. Elias Extebarria to the position of Secretaire Generale of the Comite should be obtained and perhaps a partner of Messrs. Phoenix Levinson can give a letter at the same time as the signing of the Terms takes place and at which that partner is present, to the effect that the person signing is in fact Mr. Elias Extebarria. As regards (2) according to the opinion of Mr. Johnson, the Secretary General can give effective discharges for moneys paid to the Comite - but it will be the Custodian and not myself who will pay the proceeds of the Shares of the Comite. The Opinion also states that the Secretary General can generally deal with and administer all assets of the Comite - the questioned amounts

are not assets of the Comite but obligations on the part of some person or persons to the Company. The Opinion then goes on to say that the Secretary General shall have the fullest powers to represent and act on behalf of the Comite in the absence of the President. Now Dr. Ziaurriz was apparently the President, but we do not know if anyone has been appointed in his place, either because of his enforced absence or by reason of the fact that his term of office was for a fixed period which has now expired. It is because of the foregoing that the authorities mentioned in 2 and 3 above should be obtained. References to these should be inserted in, and copies thereof attached to the Terms of Settlement.

B. I agree that the Terms of Settlement should be satisfactory to all parties before dealing further with the Indemnity proposal, but will you first put the point I mention in (a) above, to the Manager of the National Guarantee Assn. and ask him what effect it will have in their assessment of the risk, if the proposed steps are taken.

I also agree that the parties to the Terms of Settlement should concur in my obtaining the Indemnity; that they should give the Association all information it requires; and that these two points should be included in the Terms themselves.

Referring to your letter of the 23rd October, and its enclosures:

1. I must know the reason for the arrangement that Mr. Irujo should not be a party to the final Terms of Settlement. Who made the arrangement, what purpose does it serve, and how is it that Messrs. Phoenix Levinson Walters & Shane approved the amended Terms as far back as September 26th but have not since notified you that this new arrangement was being made? Please ask Messrs. Crump & Son for this information and inform them that the person who desires the change, if it is made, must pay for the cost of dealing with the matter including your fees for the preparation and agreement of the necessary document to be signed by Mr. Irujo. I can see no point in giving effect to this new arrangement as it creates additional work and has delayed the completion of the Liquidation, with no apparent compensating advantages.

2. Mr. Barnett's Executors have no legal claim until Directors' fees are voted to him by the shareholders at an Ordinary General Meeting and apparently it is not the intention of Mr. Ortuzar to vote in favour of such a payment. He is a minority shareholder, and the largest shareholder cannot be personally present or execute a proxy. As the Company cannot recognise a trust, apparently the Secretary General of the Comite could not be recognised at an Ordinary General Meeting as representing Dr. Ziaurriz. However, as Messrs. Phoenix Levinson agreed to the draft Terms of Settlement as amended by you in red, it appears that Mr. Extebarria has agreed to such a payment being made. Before going any further into this question, will you please have this confirmed.

3. In view of the protracted negotiations with the consequent increase in costs, and of the premium which will be required for the Indemnity, the amount in (4) of the draft Terms of Settlement will now need revision. The exact figure per share cannot be inserted until the Terms are finally approved by all parties and are read for signature.

4. Clause 5 of the draft Terms will depend on No. 2. above.

5. The green ink amendments to clause 8 of the Terms are apparently intended to delete the original clause under which Elias Etxebarria warrants that he is authorised to execute the Terms of Settlement on behalf of the Comite and substitute another clause which is itself subdivided into two parts. I do not agree to this but here refer you to my remarks about where I deal with the letter from the National Guarantee & Suretyship Assn.

6. In clause 10 of the draft Terms Messrs. Crump & Son have inserted the words "with the consent of Luis de Ortuzar". I do not agree to the inclusion of these words for the reasons already given.

7. Clause 11 of the Draft Terms has been deleted by Messrs. Crump & Son but it must remain, the exact wording being subject to the final decision as to whether or not any fees are to be paid to Mr. Barnett's representatives.

The clause should be added to, or a new clause inserted, to the effect that all the remuneration paid to the Directors of the Company has the approval of the Comite (through its Secretary General), Mr. Ortuzar and Mr. Irujo despite the fact that it has not all been formally authorised by the Shareholders in Ordinary General Meeting. It will be better to incorporate this in the Terms of Settlement rather than leave the matter to be dealt with at the last Meeting of Shareholders.

8. The words above the space for the signature of the Secretary General should be amended to include a reference to the specific authority referred to in A (2) above.

The draft Terms of Settlement as amended by you in red and later altered by Messrs. Crump & Son in green, are returned herewith. Please let me know as soon as possible the results of the enquiries you will make of the Manager of the National Guarantee Assn., of Messrs. Crump & Son re the new arrangement with Mr. Irujo and of Messrs. Phoenix Levinson as to the proposed payment of £200 to Mr. Barnett's executors. I will then consider the position in the light of these replies.

Yours faithfully,

(Sgd.) F. H. BENNETT.

91  
THE NATIONAL GUARANTEE & SURETYSHIP ASSOCIATION LTD.

Please Quote: AI/CJ

ACH/43

Head Office,  
17 Charlotte Square,  
Edinburgh, 2.

19th October, 1942.

Messrs. Gilbert Robertson & Co.  
Solicitors,  
33, West Bute Street,  
Cardiff, Docks.

Dear Sirs,

Indemnity to the Liquidator of Continental Transit  
Co. Ltd. (in Voluntary Liquidation).

We thank you for your letter of 17th inst. enclosing completed Proposal Form in the above matter for which we are obliged and which of course does not commit the Liquidator to anything meantime. We have also to thank you for the copy Statement referred to in the second paragraph of your letter showing the proposed scheme of distribution of the Funds in the Liquidator's hands.

While we quite appreciate what you say in the concluding paragraph of your letter, we ourselves feel that there would be little purpose in our submitting the proposal to our Directors for formal consideration unless we knew exactly (1) what information Mr. Ortuzar himself has regarding the two sums of £2,000 and £3,000 paid to Evens & Reid Coal Co. Ltd., what confirmatory evidence he can offer that these two sums were paid on Dr. Ziaurriz' instructions and were to be debited against Dr. Ziaurriz' account with the Company, because we must know what supporting testimony as regards these two items Mr. Ortuzar and anyone else conversant with the facts could give if ultimately the matter were contested in Court and the same applies to the other two sums of £75.5.0. and £285.14.3. paid to Mr. Ortuzar himself by the Company and debited to Dr. Ziaurriz and (2) what precise explanation is given by Mr. Manuel de Irujo with regard to the £7,000 paid to him and what supporting evidence he can offer that the money was so paid to him by the Company at Dr. Ziaurriz' request and with his authority and also as to how this £7,000 was disbursed or otherwise disposed of by Mr. Irujo either at the direction of Dr. Ziaurriz or the members of the Basque Government here. We quite realise that the Liquidator himself in an official capacity may not be able to obtain confirmation satisfactory to him with regard to these items, but the Association as Guarantor must judge and assess the risk of subsequent challenge on the facts testified and sworn to by the persons concerned in these transactions and we must really know therefore what Mr. Ortuzar and Mr. Irujo can depose to before we can consider accepting the risk and rate a premium, because in any event the Association would require to back up the defences of the Liquidator and the other parties concerned should the debiting of these items against Dr. Ziaurriz be challenged later on.

If the proposed Terms of Settlement have not yet been approved on behalf of the Custodian of Enemy Property, Mr. Ortuzar and the Basque "Comité" and the other persons interested in the liquidation, would it not be better for this to be done first and the concurrence of all parties interested obtained towards furnishing the Liquidator with the Indemnity guarantee he asks for?

It certainly seems to us more desirable that all parties interested should be in entire agreement as to what is to be done before dealing with the Indemnity proposal further, because unless this is so and both Mr. Ortuzar and Mr. Irujo furnish complete information with regard to the items above mentioned it would hardly be practicable for the Association to consider or entertain the proposal at all. A fairly large sum of money is concerned and as the persons on whose behalf the Guarantee is required may or may not be available or not be in a position to meet their obligations after the War is over when the possibility of dispute or challenge at Dr. Ziaurriz' instance etc. may arise, we feel that all outstanding points and questions should be dealt with and disposed of before the Association consider the Indemnity proposal in further detail. As matters stand there would be little point in our referring the matter to our Directors for consideration when we do not yet know whether the Terms of Settlement are to be accepted by all parties interested nor of the testimony or other evidence Mr. Ortuzar and Mr. Irujo can offer with regard to proper debiting of the items mentioned against Dr. Ziaurriz' account with the Company.

We shall be pleased to hear from you again at your convenience after the matter has had your further consideration and attention.

Yours faithfully,

(Sgd) H.J.W. SMITH

Manager.

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02

Abogados

El Sr. Presidente, al que comuniqué la nueva exigencia del Sr. Ortuzar, me cablegrafía hoy, ~~rogandome~~ autorizando mi retirada incondicional.

Lo he comunicado así al Sr. Echeverría. De acuerdo con él, ~~hagann~~ he hecho por mediación del Sr. Lizaso, llegar a Vd. la noticia, con el ruego de que, a la mayor brevedad posible, se traslade/a quien deba conocerlo, ~~comunicándole~~ el hecho a fin de que, sean redactados los documentos precisos para dejar allanado el camino cuanto antes.

Confirmo pues mi comunicacion telefonica y me reitero suyo...

✓ *eg* > *P V*

a3

2nd November, 1942.

Messrs. Phoenix Levinson Walters & Shane,  
Thornton House,  
Finsbury Square,  
E.C.3.

Dear Sirs,

President Aguirre, to whom I communicated Sr. Ortuzar's new demand, has cabled me to-day authorising my unconditional withdrawal.

I have informed Mr. Echeverría, and in agreement with him I have also advised you, through Mr. Lizaso, with the request that you should communicate the information as soon as possible to the interested parties, so that the necessary documents may be prepared to smooth the way without delay.

I therefore confirm my telephone communication, and remain,

Yours faithfully,

Manuel de Irujo.

27th October, 1942.

We have to-day telephoned to Phoenix Levinson Walters and Shane, to tell them that Mr. Irujo has considered it his duty to establish plainly to the President by cable the danger involved if a complete and unconditional withdrawal in his name and in that of Er. Ziaurriz, is made in the affair of the Continental Transit Co., and to ask whether the lawyers consider this telegram advisable.

Mr. Levinson replied that it is quite correct. He believes the money will be paid to the Comite Basque, but there is always a distinct danger in an unconditional withdrawal without guarantee, because once Mr. Irujo has withdrawn as a claimant in his own name and that of Dr. Ziaurriz, no other claimant of the money is left, except Mr. Ortuzar. He concluded "I repeat that I believe the money will be paid, but I would not like to feel that you are left unprotected."

a 5

CONTINENTAL TRANSIT CO. LTD.

27 de Octubre de 1942

Hemos telefonado hoy a los Sres. Phoenix Levinson Walters and Shane, para decirles que el Sr. Irujo, ha creído un deber suyo

1. Cablegrafiar al Presidente poniendole de manifiesto el peligro que envuelve una retirada completa e incondicional del Sr. Irujo, tanto en su nombre como en el del Dr. Ziaurriz, en el asunto de la Continental Transit Co. Ltd.
2. Preguntar a los abogados si consideran aconsejable el cursar dicho telegrama.

El Sr. Levinson contesta diciendo que está de acuerdo. Que cree que será pagado el Comité, pero que siempre queda un peligro evidente en la retirada incondicional sin garantía, ya que una vez retirado el Sr. Irujo, como reclamante, tanto por sí como en nombre del Dr. Ziaurriz, no queda otro reclamante que el Sr. Ortuzar. El Sr. Levinson termina diciendo: "Repito que creo que el dinero será pagado, pero no quisiera tener la sensación de que quedan Uds. sin protección legal".

TEL. KELVIN 1802 (4 Lines).

46

ENCL.



PHENIX, LEVINSON, WALTERS & SHANE

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.*  
26th October 1942.  
Monday.

Dear Sir,

Re: Continental Transit Ltd.

-----

Referring to our telephone conversation with you on Friday last, we now enclose a copy of the letter from Messrs. Crump & Son and we await your instructions.

Senor Echevarria,  
The Basque Delegation,  
7/8, Hobart Place,  
Eaton Square, S.W.

Yours faithfully,

C O P Y.

WILLIAM A. CRUMP & SON.

10/11 Lime Street,  
London, E.C.3.

N/4.

21st October, 1942.

Messrs. Phoenix Levinson Walters & Shane,  
Thornton House,  
Finsbury Square,  
E.C.2.

Dear Sirs,

Continental Transit Co. Ltd.

We are in receipt of your letter of yesterday's date.

The Terms of Settlement submitted by the Liquidator and which, as you informed us in your letter of the 13th October had been approved by Mr. Irujo, provide that the money due on the shares registered in the name of Dr. Ziaurriz shall be paid by the Liquidator to the Custodian of Enemy Property.

There is no suggestion that this arrangement should be varied in any way and indeed, it seems to be the only possible way of dealing with the matter.

As your client knows, Mr. Ortuzar has been able to arrange for certain assurances to be forthcoming that the money paid to the Custodian shall be paid to the Secretary-General of the Comité Basque de Secours aux Réfugiés. These were, we understand, accepted by all parties interested.

In any case, we are instructed that the arrangement with Mr. Irujo is not subject to any condition. The arrangement is that Mr. Irujo should withdraw, unconditionally, all claims, as mentioned in our letter of the 15th instant.

We have returned to the Liquidator's Solicitors the draft Terms of Settlement as amended by us.

Yours truly,

WILLIAM A. CRUMP & SON.

Messrs. Phoenix Levinson & Co.

21st October, 1942.

Dear Sirs,

Continental Transit Co. Ltd.

We are in receipt of your letter of yesterday's date. The Terms of Settlement submitted by the Liquidator, and which as you informed us in your letter of the 13th October have been approved by Mr. Irujo, provided that the money due on the shares registered in the name of Dr. Ziaurriz shall be paid by the Liquidator to the Custodian of Enemy Property.

There was no suggestion that this arrangement should be varied in any way, and indeed it seems the only possible way of dealing with the matter.

As your client knows, Sr. Ortuzar has been able to arrange for certain assurances to be forthcoming, that the money paid to the Custodian shall be paid to the Secretary General of the Comite Basque de Secours aux Refugies. These were, we understand, accepted by all parties interested.

In any case, we are instructed that the arrangement with Sr. Irujo is not subject to any conditions. The arrangement is that he should withdraw unconditionally all claims, as mentioned in our letter of the 15th instant.

We have returned to the Liquidator's solicitors the draft Terms of Settlement as amended by us.

Yours faithfully,

WILLIAM A CRUMP & SONS

TEL. KELVIN 1802 (4 Lines).

ENCL.....

ENCLOSURE

N<sup>o</sup> 791

"JUST SO"

PHOENIX, LEVINSON, WALTERS & SHANE

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/VF.

*Thornton House,  
Tinsbury Square,  
London, E.C.2.*  
20th October, 1942.  
Tuesday.

Dear Sir,

re: Continental Transit Co.Ltd.

-----  
Referring to our interview with Mr.Goudra and Mr.  
Schevarria we now enclose:-

1. Copy of Messrs.Wm.A.Crump & Sons letter.
2. Copy of our reply.

Yours faithfully,

Senor Echevarria,  
Basque Delegation,  
7/8, Hobart Place,  
Eaton Square,  
S.W.



99  
Phoenix Levinson Walters and Shane,  
Thornton House,  
Finsbury Square,  
E.C.2

20th October, 1942  
Tuesday

Señor Echevarria,  
Basque Delegation,  
7/8, Hobart Place,  
Eaton Square,  
S.W.

Dear Sir,

re: Continental Transit Co. Ltd.

Referring to our interview with Mr. Gondra and Mr.  
Echevarria we now enclose:

1. Copy of Messrs. Wm. A. Crump & Sons letter.
2. Copy of our reply.

Yours faithfully,

DBL/BH.

20th October 1942.  
Tuesday.

Dear Sirs,

Re: Continental Transit  
Co.Ltd.

---

We are in receipt of yours of the 15th inst. We thought that it had been decided that the money due on the Shares held by Dr.Ziaurriz should be paid over to the Comite Basque de Secours des Refugees.

Provided it is agreed that the Liquidator will do this, we are instructed that Mr.Irujo is prepared to withdraw all claims both on his own behalf and also under the Power of Attorney he holds on behalf of Dr.Ziaurriz.

If therefore it is understood by all parties that the withdrawal of claims is entirely subject to the payment being made to the Comite Basque, the matter can proceed on the lines set out in your letter.

We shall be glad if you will inform the Liquidator accordingly.

Yours faithfully,

Messrs.William A.Crump & Son,  
10/11, Lime Street,  
London, E.C.3.

A las 2.30 del 19/10/42 se hace por telefono al abogado, la siguiente consulta:

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Continental

Consulta

A las cuatro de esta tarde ha anunciado su venida el Sr. Echeverria.

Quisieramos antes de esta hora poder aclarar algunos extremos de la carta que nos dictó Vd. el viernes.

Si el Sr. Irujo firma el documento al que la carta hace referencia, y lo hace antes de que sea suscrito el arreglo definitivo, pudiera suceder que, este no llegara a otorgarse; en cuyo caso, nos quedaríamos con el Sr. Ziaurritz renunciado y el Comité sin cobrar.

Entendemos por ello que, las dos actas, la que firme el Sr. Irujo, y la que firmen los Sres Ortuzar, Echeverria y Liquidador, debieran ser coetaneas, de tal manera que, solamente se otorgue el acta de retirada del Sr. Irujo, en el caso de que, al propio tiempo, sea otorgada la que firmen los Sres Ortuzar y Echeverria.

Quizá la solución mas adecuada fuera la de que, el Sr. Irujo otorgara el documento, con una condición resolutoria, en la cual, se hiciera constar que, si ~~transcurriera~~ un plazo prudencial, por ejemplo un mes, sin que el arreglo definitivo se hubiera verificado, la firma del Sr. Irujo quedara desvirtuada y retirada.

*Lugar de condición resolutoria, pudiera estipularse una condición suspensiva, de tal manera que, el documento se...*

No parece que a esto haya dificultad, porque, los abogados <sup>están conformes</sup> del Sr. Ortuzar, ~~pasan~~ en cuanto al documento que el Sr. Irujo

*(1) renuncia del Sr. Irujo adquiriera valor jurídico de obligar, desde el momento en que fuera otorgado el arreglo definitivo y no antes.*

otorgue con el liquidador, <sup>con la redacción</sup> ~~a los terminos~~ que libremente convengan entre ambos, a satisfaccion del Liquidador.

Por ello, entendemos que, quiza fuera conveniente, una conferencia personal de Vd. <sup>y el Sr. Echeverria</sup> con el liquidador y sus abogados, en la cual, quedaran de acuerdo, en la formula que el Sr. Irujo va a emplear para hacer su retirada de la liquidacion, adoptando cualquiera de las dos soluciones apuntadas. Una, la de que los documentos fueran coetaneos. Otra, que nos parece mejor, la de que, el documento otorgado por el Sr. Irujo fuera acompañado de condicion resolutoria, <sup>por plazo de un mes por ejemplo,</sup> /o ~~tambien~~ de condicion suspensiva, en cuya virtud, solamente valiera, en el caso de que fuera otorgado el segundo documento aludido del arreglo definitivo.

Estimamos que, la renuncia, o retirada del Sr. Irujo, solamente puede ser valida si es otorgada en esta forma, pues que, el Sr. Irujo tiene poder "para cobrar", pero no tiene poder "para renunciar". Por eso, si lo que el Sr. Irujo hace es cobrar, por medio del Sr. Echeverria, su retirada o renuncia es válida y eficaz; pero, si fuera una simple renuncia o retirada, no podria hacerla, porque carece de poder para ello, segun estimamos nosotros.

El Sr. Irujo está dispuesto a dar todas las facilidades que dependan de él, y a firmar todo lo que le pongan ~~por~~ delante, sin otra condicion que la de que el Sr. Echeverria cobre. Pero, nosotros no queremos que, esta retirada o renuncia, hecha antes, sin someter <sup>alguna</sup> las garantías que la prudencia exige, diera motivo a dificultades ulteriores lo cual, dado lo anomalo de este expediente, puede temerse siempre.

19 October 1942

Sr. Echeverria states he is coming at four o'clock this afternoon.

We should like to clear up some points in the letter which you dictated on Friday, before that time.

If Sr. Irujo signs the document to which the letter refers, and does so before the definite agreement is signed, it may be that this will never be completed, in which case it would happen that Sr. Ziaurritz would have withdrawn and the Commite remain unpaid.

We understand from this that the two documents, that which Mr. Irujo signs and that signed by Mr. Ortuzar, Mr. Eehverria and the Liquidator should be signed at the same time, so that Sr. Irujo's withdrawal would only take effect if at the same time that to be signed by Mr. Ortuzar and Mr. Echeverria comes into force.

Perhaps the best solution would be for Mr. Irujo to sign the document, with a saving clause in which it stated that, after a suitable period of time, for example a month, if the final agreement had not been confirmed, the signature of Mr. Irujo would be invalid and withdrawn. Instead of a saving clause, a suspending condition could be inserted, by which the document of Mr. Irujo's withdrawal would only become valid legally from the time on which the final agreement was signed, and not before.

There would appear to be no difficulty, because the lawyers of Mr. Ortuzar are agreeable, in regard to the document which Mr. Irujo is to sign, with the terms which are freely agreed between both to the satisfaction of the Liquidator.

Therefore, we think it would be advisable to have a personal interview between you and the liquidator and his lawyers, in which agreement could be reached upon the formula which Mr. Irujo was to use to make his withdrawal from the liquidation, adopting either of the solutions mentioned: one, that the documents should be simultaneous; the other, which seems to us best, that the document signed by Mr. Irujo should contain a saving clause, for a period of a month for example, or a suspending condition, by virtue of which it would only become valid when the second document was signed.

We consider that the withdrawal of Mr. Irujo can only be valid if made in this form, since Mr. Irujo has power "to receive", but has not power "to withdraw". Therefore, if what Mr. Irujo is going to do is to receive, through Mr. Echeverria, his withdrawal is valid and effective; but, if it were a simple withdrawal, he could not do it, because he has no power to do so, in our opinion.

Mr. Irujo is willing to give all facilities he can, and to sign anything, on the sole condition that Mr. Echeverria receives the money. But we do not want this withdrawal, made beforehand, without guarantees should cause later difficulties, which given the anomalies of this case must always be expected.

19/10/1942

El abogado contesta, que está escamada-  
ditimo; que necesita tener una conversación  
con el Sr. Lechevarría antes de dar un nuevo  
paso; que supone que el liquidador no va  
a estar dispuesto a pasar por la inspección  
de Pitugas, que los abogados trataban;  
y que mañana 20 ~~debería~~ quisiera hablar  
con el Sr. Lechevarría



COMITÉ BASQUE  
DE  
SECOURS AUX RÉFUGIÉS

Ascension House,  
6, White Post Hill,  
Redhill, Surrey.

*Confidential* 107  
~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~  
84, SOMERSET ROAD,  
~~XXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~

TEL.: REIGATE 3456.

19th October, 1942.

Messrs. Phoenix Levinson Walters & Shane,  
Thornton House,  
Finsbury Square,  
E.C.

*No se curso*

Dear Sirs,

Confirming Mr. Irujo's letter of the 12th instant, and in accordance with the wishes of Mr. Ortuzar's lawyers, we should be glad if you would inform the Liquidator that Mr. Irujo withdraws all claims, whether on his own account or on behalf of Dr. Ziaurriz under the Power of Attorney he holds, made by him in the liquidation.

We should also be glad if you would inquire of the Liquidator what document he requires to enable him to reach a settlement with the other parties concerned without reference to Mr. Irujo.

Perhaps you will be kind enough to advise Mr. Ortuzar's lawyers that this has been done.

Yours faithfully,

E. de Echevarria,  
Secretary General.

instrucciones al abogado .

no se cursó

F: de acuerdo con lo auto del Sr. Jefe de fecha  
18 del corriente, atendiendo a los deseos manifestados por  
el abogado del Sr. Oñate:

a) retirar todo reclamo presentado por el  
Sr. Jefe ante el liquidador, tanto los hechos e nombre  
propio como el del Sr. Oñate.

b) intereses del liquidador conforme presen-  
tados se exigen por ley e no enajenar con los otros  
partes interesados ni intervención del Sr. Jefe.

c) poner e conocimiento de los abogados del  
Sr. Oñate lo actuado conforme los apartados a) y b).

*Continental*  
10

The Continental Transit Co. Ltd. is being wound up in a members' liquidation.

There are two kinds of voluntary liquidation; one is a creditors' liquidation, which takes place when a Company is unable to pay its debts in full, and the other is a members' liquidation, where the Company has sufficient funds to pay its creditors in full.

In the case of this Company, there were ample funds to pay both creditors and shareholders. It was in fact a solvent Company. The Directors therefore decided to wind up the Company in a members' voluntary liquidation. For this purpose, it was necessary to convene a meeting of shareholders for the purpose of passing a Special Resolution. This required a 21 day's notice, because a Special Resolution can only be passed at an Extraordinary General Meeting of shareholders who have received 21 days notice of the meeting.

At the meeting, in order to pass a Special Resolution, it requires a majority of 75 per cent of the members present in person or by proxy.

In the absence of any contrary power contained in the Articles of Association, shareholders who hold 10 per cent of the share capital of the Company can requisition an Extraordinary General Meeting of shareholders. They have to serve notice on the directors, calling upon them to requisition a meeting, and if the Directors fail to do so within a stipulated time, then the shareholders themselves can convene the meeting.

To dismiss a Director of a Company, the Articles of Association usually provide that an Extraordinary Resolution must be passed. In order to pass an Extraordinary Resolution, it is necessary to convene an Extraordinary General Meeting on 7 days' notice, and at that meeting the resolution must be carried with a 75 % majority of the members who are present in person or by proxy. That is the difference between an Extraordinary Resolution and a Special Resolution. The former is passed at a meeting convened on a 7 days' notice, whereas the meeting to pass a Special Resolution requires 21 days' notice.

A meeting of shareholders is duly constituted if there are present a quorum required by the Articles of Association. Usually, in the absence of anything to the contrary in the Articles of Association, two shareholders will form a quorum.

*Continental*

*105*

10/11 Lime Street

London. E.C. 3.

15th October 1942.

Messrs Phoenix Levinson & Co,  
Thornton House  
Finsbury Square, E.C. 2.

Dear Sirs.,

Continental Transit Co Ltd.

We are in receipt of your letter of the 13th inst.

The reason for the delay is that the parties have now arranged that Mr. Irujo should not be a party to the Terms of Settlement submitted by the Liquidator but should, before settlement with the other parties interested is made, withdraw all claims, whether on his own account or on behalf of Dr Ziaurriz under the Power of Attorney he holds, made by him in the liquidation and sign whatever document is required by the Liquidator to enable him to reach a settlement with the other parties concerned without reference to Mr. Irujo.

Apparently you have not yet been informed of this arrangement and we shall be glad if you will obtain confirmation and communicate with the Liquidator so that whatever document the Liquidator requires Mr. Irujo to sign is prepared. On hearing from you that you have informed the Liquidator of Mr. Irujo's position, we will submit to the Liquidator the draft terms of settlement so altered as to give effect to this arrangement, for his approval.

Yours truly,

Wm A Crump & Son.

(Traducción de carta que los abogados nos transmiten por teléfono hoy 16 de Octubre de 1942, a las 5.15 p.m.)

15 de Octubre de 1942

Messrs. Phoenix Levinson Walters and Shane,  
Thornton House,  
Finsbury Square,  
E.C.3

Muy Sres. nuestros,

Continental Transit Co. Ltd.

Acusamos recibo de su carta del 13 corriente.

La razón del retraso proviene de que las partes interesadas han acordado ahora que el Sr. Irujo no sea parte en el documento de las "Condiciones de Arreglo" sometido por el Liquidador, y antes de que se realice el arreglo con las otras partes interesadas, debe el Sr. Irujo retirar toda reclamación presentada por él ante el Liquidador, tanto las hechas por sí como las que hizo en nombre del Dr. Ziaurriz, como apoderado de éste, y firmar cualquier documento que el Liquidador crea necesario para poder llegar a un arreglo con las otras partes interesadas sin referencia al Sr. Irujo.

Al parecer no se ha informado a Ud. de este acuerdo y le agradeceremos obtenga Ud. confirmación y la comunique al Liquidador para que éste pueda preparar cualquier documento que crea necesario deba firmar el Sr. Irujo. Cuando nos informe Ud. que ha comunicado ya al Liquidador la posición del Sr. Irujo someteremos nosotros al Liquidador, para su aprobación, el borrador de las "Condiciones de Arreglo" corregido en forma que pueda hacer efectivo este arreglo.

Suyos attos. etc.

William A. Crump & Sons.

12th October, 1942.

Messrs. Phoenix Levinson Walters & Shane,  
Thornton House,  
Finsbury Square,  
E.C.3.

Dear Sirs,

I confirm the letter sent in my name by Mr. Gondra on the 23rd September.

You are already acquainted with Sr. Don Elias de Echeverria, Secretary General of the Comité de Secours aux Refugies Basques, who is calling upon you as the bearer of this letter. In future, I should be glad if you would continue with him, at this same address, the correspondence which you have maintained with me, resting assured that I shall raise no objection to signing the document of withdrawal which the Liquidator believes necessary.

I am happy to express my satisfaction with the work you have carried out during the time I have acted as negotiator in this matter.

Yours faithfully,

Manuel de Irujo

23rd September, 1942.

Messrs. Phoenix Levinson Walters & Shane,  
Thornton House,  
Finsbury Square,  
E. C. 2.

Dear Sirs,

I thank you for your letter of the 22nd September, with enclosures, and beg to confirm Mr. Gondra's telephone conversation of this morning, in which he advised you that I had no objection to the amendments and additional Clauses.

Yours faithfully,

EMERGENCY TELEPHONE NUMBERS:  
KELVIN 1802, 1803, 1804, 1805  
(4 LINES)

107  
ENCL.

ENCLOSURE  
No 651  
"JUST SO"

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.*  
22nd September 1942.  
Tuesday.

Dear Sir,

Re: Continental Transit Co. Ltd.  
-----

We enclose:

1. Copy of a letter we have today received from the Liquidator's Solicitors.
2. Copy of the terms of settlement as amended by them. You will also please note the additional Clauses Nos. 10 and 11.

We see no objection to the amendments and the additional Clauses and we shall be glad to have your formal instructions thereon.

Yours faithfully,



Senor Manuel de Irujo,  
The Basque Delegation,  
7/8, Hobart Place,  
Eaton Square, S.W.

GILBERT ROBERTSON & CO

33, West Bute Street,  
Cardiff, Dock.

21st. September. 1942.

Dear Sir,

CONTINENTAL TRANSIT CO. LTD. ACH/43.  
-----

Enclosed we send you the draft Terms of Settlement previously approved by you, amended by us in red ink. We are also sending a copy, as amended, to Messrs. Crump & Son today.

The amendments made are to incorporate the agreement arrived at with regard to the items of £75. 5. 0. and £285. 14. 3. also to deal with what we understand to be the Liquidator's instructions upon objections raised by Messrs. Crump & Son with regard to the indemnity required by the Liquidator and with regard to an item of £200 reserved by the Liquidator to meet a liability for Directors fees to the Personal Representatives of Mr. D.A. Barnett, a late Director of the Company.

We have asked Messrs. Crump if they do not accept our alteration to discuss the matter with you, to save time, and when we hear that you and they approve, or with any further amendments you suggest, we will obtain the Liquidator's confirmation and the draft Terms can then be sent on to Mr. A. Herbert Smith.

Yours faithfully,

GILBERT ROBERTSON & CO.

Messrs. Phoenix Levinson Walters & Shane,  
Thornton House,  
Finsbury Square,  
London. E. C. 2.