

HAYWARD CO.LTD., F.G.

Toronto, Ont.

Klaeger: Voigt & Graichen,
Falkenstein i.V.

R.Schuldf.

den 13. Juli 1939.

Ha. Schuld.

Auf das Schreiben vom 18. Februar 39- V 181d H.

Betr.: Firma Voigt & Graichen, Falkenstein i./V.
----- ./.. Fa. F.G. Hayward & Co.Ltd., Toronto.

ab 17.7.39.

Das beiliegende Schreiben der Firma F.G. Hayward & Co. Ltd., Toronto, nebst Kontoauszug und ein Schreiben des Vertreters Edmund Kent, Toronto, das ebenfalls beigelegt wird, sind in den letzten Tagen hier eingegangen. Wie aus den Schreiben ersichtlich ist, beabsichtigt die Schuldnerfirma in Toronto einen Vergleich abzuschliessen. Der beigelegte Kontoauszug lautet auf \$ 454.20, waehrend nach den hiesigen Unterlagen eine Forderung von \$ 526.80 besteht.

Es duerfte wohl am besten sein, wenn sich die Firma Voigt & Graichen direkt mit der Firma in Toronto in Verbindung setzt, da von hier aus nicht beurteilt werden kann, ob Ihre Bezirksfirma mit dem Vorschlag des Vergleichs einverstanden ist.

I. A.

Wg

An die

Aussenhandelsstelle fuer
Sachsen und Ostthueringen,

Leipzig C 1.
Troendlinring 2a

den 10.Mai 1939

R.Schuldf.

ak 10/5

Messrs. F.G.Hayward Co.Ltd.,
94 Wellington St.West,
Toronto, Ont.

Dear Sirs,

I have written to you on April 11th
with regard to the unpaid account of Messrs. Voigt
& Graichen. The firm in Germany is anxious to know
in what way you intend to settle this account.

I should appreciate it if you would
inform me of your intentions.

Yours very truly,

The German Consul

by:

K/D

(E.Koechlin)

zurueck an Herrn Koechlin

April 11, 1939

R.Schuldf.

ak 12/4

Messrs. F.G.Hayward Co.Ltd.,
94 Wellington St.West,
Toronto,Ont.

Dear Sirs,

My mediation has been requested by Messrs.
Voigt & Graichen, of Falkenstein i/V..

According to your letter of July 23, 1938,
you expected a settlement of your insurance claim of fire
loss within the time of two months, after your solicitors
had submitted their report to Lloyd's, London.

I wish to draw your attention to the fact that
the firm in Germany have heard nothing from you in the mean-
time in regard to the unpaid balance of \$526.80. I shall ap-
preciate it if you will let me have your answer by return mail.

Yours very truly,

The German Consul

by:

K/D

(E.Koechlin).

zurueck an Herrn Koechlin

**Außenhandelsstelle
für Sachsen und Ostthüringen**

Telegramm-Adresse: Außenhandel
Fernsprecher: Nr. 721 41
Postcheckkonto: Leipzig 533 81

Leipzig C 1, den 18. Februar 193 9
Eröndlinring 2a

An das
Deutsche Konsulat
T o r o n t o .

Bei Antwort bitte angeben:

Betrifft: V 181d H.

Einschreiben !

Der Firma Voigt & Graichen, Falkenstein i./V.,
schuldet die Firma F.G. Hayward Co. Ltd., 77 York Street,
jetzt 94 Wellington Street W., Toronto, laut beiliegenden
Unterlagen einen Betrag in Höhe von

can. \$ 526.80.

Nach Meinung der Firma Voigt & Graichen soll die Nichtbezah-
lung des Betrages überwiegend darauf zurückzuführen sein,
dass bei der schuldnerischen Firma ein grösserer Brand aus-
brach und wurde Regulierung nach Erhalt der Versicherungs-
summe zugesichert, lt. beiliegendem Originalschreiben der
Schuldnerin vom 23. Juli v.J.

Die Gläubigerin hat auf die Forderung am 4. Januar
v.J. eine Tratte mit dem Verfalltage 1. Februar v.J. in Um-
lauf gesetzt, die jedoch bis heute noch nicht eingelöst wor-
den ist. Wir bitten daher das Konsulat, sich der Angelegen-
heit anzunehmen.

Aussenhandelsstelle für Sachsen
und Ostthüringen

I.A.

[Handwritten signature]

Schuldt.

"Dorothy Brand"

LINGERIE

THE F. G. HAYWARD CO., LIMITED

~~77~~ YORK STREET 94 Wellington St.W.
TORONTO

July 23rd.1938.

Voigt and Graichen,
New York City,
U.S.A.

Dear Sirs:

We are writing you on advice of our solicitors that it will be at least six weeks to two months before any settlement of our Insurance Claim of fire loss of \$40.000 against Lloyd's Of London, can be made.

We have completed enquiries and examination of books. Solicitors for the insurance company say they have to submit report to London England first, and obtain permission from them to make settlement.

Our solicitors do not wish to issue writs. They feel this would only be added expense and would not hasten settlement at this time.

The loss is a large one and while handicapping our business we feel we will make a better settlement by following their advice.

You may rest assured that we are doing all possible to get our business re-established and all accounts outstanding will be paid immediately the claim is settled.

Thanking you for your kind indulgence in this matter, we remain,

Yours truly,

WHP/E

The F.H.Hayward Co.Ltd

W.H. Pilon secy Treas.

Form. M-A. Form of Invoice approved by Canadian Customs
for goods sold by Exporter prior to shipment

0/1374/1 of 15. Oct. 1937 Falkenstein (V), Germany, November 16th, 1937
(Place and Date)

INVOICE of (1) machine made net yokes with silk and silk cord embroidered
purchased by (2)The F. G. Hayward Co. Ltd., of (3) Toronto/Canada, 77 York Street
from (4) Voigt & Graichen of (5)Falkenstein i.V./Germany to be shipped
from (6) Bremen p. "S.S. "EUROPA" per (7) 1 parcel No. 8451/825

Country of Origin (8)	Marks and Numbers on Packages (9)	QUANTITIES AND DESCRIPTION OF GOODS (10)		Fair Market Value at Time and Place of Shipment (See clause 4 of Certificate of value hereon) (11)	Selling Price to the Purchaser in Canada (12)	
					at	Amount
Germany	8451/825	Terms: 30 days less 2% 1st follg.		RM	c. \$	can. \$
	<u>Silk</u>	<u>Cotton</u>				
	80%	20%	13033 5 doz. peach I	65.40	5.27	26.35
	80%	20%	13034 5 1/2 " "	32.76	2.40	13.20
	80%	20%	" 5 " pure white	29.78	2.40	12.--
				127.94		51.55
			insurance,	-.65		-.26
			postage and packing	6.06		2.44
				RM 134.65	can. \$	54.25
		No hay or straw used.				
		<u>Netweight:</u>	<u>Grossweight:</u>			
		ko. 1.850	ko. 2.400			
In the event of goods being damaged or pilfered notice must be given immediately to the insurance agent: Messrs. W. G. A. Lambe & Co., 34, Scott Street, Toronto/Canada, to certify the loss for insurance purpose within ten days after arrival of goods.						

Very Important. The following details as to freight must be given on the invoice.

(1) Freight amounting to _____ has been prepaid and charged.

(2) Freight amounting to _____ has been prepaid and not charged.

(3) Freight amounting to _____ is being allowed to be deducted by the importer at settlement.

(4) The exporters have nothing to do with freight, this is being paid by importers on arrival of goods.

(Nichtzutreffendes bitte streichen.)

(Signature or seller or agent)

The following is the full form combining the Certificate of Value and of Origin, prescribed to be written, printed or stamped on Invoices of Articles for entry in Canada, under Treaty or Convention Rates, when the goods have been sold by the Exporter prior to shipment.

FORM M-A

(13)

(a Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

I, the undersigned, do hereby certify as follows: —

- (1) That I am the (a) exporter of the goods in the within invoice mentioned or described;
- (2) That the said invoice is in all respects correct and true;
- (3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;
- (4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada, and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada and that the said fair market value, —
 - a) In the case of new or unused goods is not lower than the actual cost of production of similar goods at the same time and place, plus a reasonable advance for selling cost and profit;
 - b) Is without any discount or deduction not shown and allowed on invoices covering sales for home consumption in the country of export in the usual and ordinary course of trade; and
 - c) Is without any deduction on account of any drawback or bounty or on account of any royalty actually payable thereon, or payable thereon when sold for home consumption, but not payable when exported, or on account of the exportation thereof, or for any special consideration whatever;
- (5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and
- (6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any other manner whatsoever, other than as shown in the said invoice.

CERTIFICATE OF ORIGIN

(To be signed by the exporter in the country whence the goods are exported directly to Canada.)

(A) That each article on this invoice is *bona fide* the produce or manufacture of the Country specified on the invoice as its Country of Origin;

That each manufactured article on the invoice in its present form ready for export to Canada has been finished in such specified Country of Origin and not less than one-half the cost of production of each such article has been produced through the industry

*Insert here names of countries.

of*

entitled to the benefits of treaty or convention rates or the British Preferential Tariff.

I HEREBY CERTIFY the turnover tax of _____% which is payable on this class of goods when sold in _____ is included in the »Fair Market Value at Time and Place of Shipment«.

Dated at _____

(Signature) _____

this _____

day of _____

193 _____

Note:— When invoicing goods which have been finished in a country specified on the invoice as its country of origin from materials originating in a country or countries entitled to the benefits of treaty or convention rates or the British Preferential Tariff, the names of the countries contributing to one-half the cost of production should be shown in the space provided in the certificate.

In the calculation of the cost of production for the purpose of determining the qualification for entry under the Intermediate Tariff, none of the following items are to be included or considered, viz:—

1. Outside packages and expenses of packing thereinto.
2. Manufacturer's or exporter's profit or the profit or remuneration of any trader, broker, or other person dealing in the article in its finished manufactured condition.
3. Royalties.
4. Customs or excise duty or tax paid or payable on imported materials.
5. Carriage, insurance, etc., from place of production or manufacture to port of shipment.
6. Any other charges incurred or to be incurred subsequent to the completion of the manufacture of the goods.

Can be filled out in Canada.

(14) CURRENCY CERTIFICATE

(Date) _____

I certify that at the date of exportation of the goods described in the within or annexed invoice the true value of the currency in which the invoice is made out, as compared with the standard dollar of

Canada, is at the rate of _____

(Dollars—cents)

per _____

(Unit of currency of invoice)

Signature of Canadian Trade Commissioner or Bank

ANWEISUNGEN FÜR VERLADER

Vorderseite der Faktura.

No. 1 Art der Ware. No. 2 Name des Käufers No. 3 Wohnort des Käufers. No. 4 Name des Verkäufers. No. 5 Wohnort des Verkäufers. No. 6 Versammlungshafen. No. 7 Route. No. 8 Name des Ursprungs- oder Herkunftslandes. No. 9 Marke und Nummer der Kolli. No. 10 Möglichst vollständige Beschreibung der Ware. Inhalt jedes Kollos ist separat anzugeben. No. 11 Wert der Ware auf dem Inlandsmarkt zur Zeit der Verladung. No. 12 Genauer Preis, zu welchem die Ware dem kanadischen Käufer verkauft worden ist.

Rückseite der Faktura.

No. 13 Das Zertifikat ist vom Firmen-Inhaber, Prokuristen oder Abteilungschef, welcher von den Einzelheiten unterrichtet ist, zu unterschreiben. No. 14 Das Währungszertifikat muß von einem Handelsvertreter der kanad. Regierung oder einer Bank gezeichnet werden und kann in Kanada ausgefüllt werden.

Zu haben bei FRIEDRICH FLEISCHMANN
Hamburg 1, Rosenstr. 11, Fernspr. 32 57 20

Form. 52 A

Form. M-A.

Form of Invoice approved by Canadian Customs
for goods sold by Exporter prior to shipment

0/1376/1 as cabled

Falkenstein i.V., November 24th 1937

Nov. 2nd 1937.

(Place and Date)

INVOICE of (1) machine made net yokes with silk and silk cord embroidered
purchased by (2) Messrs. The F.G. Hayward Co. Ltd of (3) T o r o n t o /Canada, 77, York
from (4) Voigt & Graichen of (5) Falkenstein (V), Germany Street
from (6) Bremen per S. S. " H a n s a " per (7) 1 parcel No. 8553/928 to be shipped

Country of Origin (8)	Marks and Numbers on Packages (9)	QUANTITIES AND DESCRIPTION OF GOODS (10)		Fair Market Value at Time and Place of Shipment (See clause 4 of Certificate of value hereon) (11)	Selling Price to the Purchaser in Canada (12)	
					at	Amount
Germany	8553/928	Terms: 30 days less 2% 1st follg.	RM		c. \$	can. \$
Silk	Cotton					
85%	15%	12097 13 2/3 doz. peach 44"	91.51	2.70	36.90	
85%	15%	12096 9 1/3 " white 44"	68.27	2.95	27.53	
			159.78		64.43	
		insurance	-.84		-.34	
		postage and packing	5.78		2.33	
			166.40		can. \$	67.10
No hoy or straw used.						
Netweight: ko. 2.150						
Grossweight: ko. 2.800						
In the event of goods being damaged or pilfered notice muste be given immediately to the insurance agent: Messrs W. G. L. Lambe & Co., 34, Scott Street, Toronto/Canada, to certify the loss for insurance purpose within ten days after arrival of goods.						
MS/HS						

Very Important. The following details as to freight must be given on the invoice.

- (1) Freight amounting to _____ has been prepaid and charged.
- (2) Freight amounting to _____ has been prepaid and not charged.
- (3) Freight amounting to _____ is being allowed to be deducted by the importer at settlement.
- (4) The exporters have nothing to do with freight, this is being paid by importers on arrival of goods.

(Nichtzutreffendes bitte streichen.)

(Signature or seller or agent)

Form. M-A.

Form of Invoice approved by Canadian Customs
for goods sold by Exporter prior to shipment

0/1373/1 of 13 October 1937 Falkenstein (V), Germany, November 8th 37

(Place and Date)

INVOICE of (1) machine made net yokes with silk and silk cord embroidered
purchased by (2) The F. G. Hayward Co. Ltd., of (3) Toronto / Canada
from (4) Voigt & Graichen of (5) Falkenstein (V), Germany to be shipped
from (6) Bremen per S. S. "Deutschland" per (7) 1 parcel No. 8326/700

Country of Origin (8)	Marks and Numbers on Packages (9)	QUANTITIES AND DESCRIPTION OF GOODS (10)		Fair Market Value at Time and Place of Shipment (See clause 4 of Certificate of value hereon) (11)	Selling Price to the Purchaser in Canada (12)	
					at	Amount
Germany	8326/700	Terms: 30 days less 2% 1st follg.	RM	c. \$	can. \$	
	<u>Silk</u> <u>Cotton</u>					
	95% 5%	13145 18 2/3 doz. peach	161.02	3.47		64.77
		0/1374/1 of 15, October				
	80% 20%	13033 5 doz. peach I	65.51	5.27		26.35
		insurance	226.53			91.12
		postage and packing	2.14			-.46
			7.25			2.92
			RM 234.92	can. \$		94.50
		No hay or straw used.				
		Netweight: Grossweight:				
		ko. 2.850 ko. 3.600				
		In the event of goods being damaged or pilfered notice must be given immediately to the insurance agent: Messrs. W. G. A. Lambe & Co., 34, Scott Street, Toronto/Canada, to certify the loss for insurance purpose within ten days after arrival of goods.				
	MS/L					

Very Important. The following details as to freight must be given on the invoice.

(1) Freight amounting to has been prepaid and charged.

(2) Freight amounting to has been prepaid and not charged.

(3) Freight amounting to is being allowed to be deducted by the importer at settlement.

(4) The exporters have nothing to do with freight, this is being paid by importers on arrival of goods.

(Nichtzutreffendes bitte streichen.)

(Signature or seller or agent)

Form. M-A. Form of Invoice approved by Canadian Customs
for goods sold by Exporter prior to shipment

O/1370/1
of 16. Sept. 1937

Falkenstein (V), Germany, November 4th,
(Place and Date) 1937.

INVOICE of (1) machine made net laces and -yokes with silk and silk cord
purchased by (2) The F. G. Hayward Co. Ltd., of (3) Toronto/Canada
from (4) Voigt & Graichen of (5) Falkenstein (V), Germany to be shipped
from (6) Hamburg per (7) 1 parcel No. 8267 through Messrs.
Canadian Pacific Express Co., Hamburg.

Country of Origin (8)	Marks and Numbers on Packages (9)	QUANTITIES AND DESCRIPTION OF GOODS (10)		Fair Market Value at Time and Place of Shipment (See clause 4 of Certificate of value hereon) (11)	Selling Price to the Purchaser in Canada (12)	
					at	Amount
Germany	8267	Terms: 30 days less 2% 1st follg.	RM	c.\$	can. \$	
	<u>silk</u> <u>cotton</u>					
95%	5%	31649 7x20+2x19 1/4 yds. = 198 3/4 yds. white	123.73	-.25		49.69
95%	5%	31649 3x20+2x19 7/8 yds. = 99 3/4 yds. peach	62.10	-.25		24.94
		O/1372/1 of 4. Oct. 1937				
65%	35%	32732 5x20= 100 yds. peach I	126.99	-.51		51.--
65%	35%	32732 3x20= 60 " white	76.19	-.51		30.60
65%	35%	33488a 2x20= 40 " peach I	54.78	-.55		22.--
		O/1374/1 of 15. Oct. 1937				
80%	20%	13034 4 1/2 doz. peach I	26.89	2.40		10.80
80%	20%	13034 5 " pure white	29.88	2.40		12.--
			500.56			201.03
		insurance	2.51			1.01
		postage and packing to Hamburg	4.88			1.96
			RM 507.95	can.\$		204.--
		No hay or straw used.				
		Netweight: Grossweight: ko. 9.300 ko. 12.500				
		In the event of goods being damaged or pilfered notice must be given immediately to the insurance agent: Messrs. W. G. A. Lambe & Co., 34, Scott Street, Toronto/Canada, to certify the loss for insurance purpose within ten days after arrival of goods.				
		W/L				

Very Important. The following details as to freight must be given on the invoice.

- (1) Freight amounting to _____ has been prepaid and charged.
- (2) Freight amounting to _____ has been prepaid and not charged.
- (3) Freight amounting to _____ is being allowed to be deducted by the importer at settlement.
- (4) The exporters have nothing to do with freight, this is being paid by importers on arrival of goods.

(Nichtzutreffendes bitte streichen.)

(Signature or seller or agent)

Form. M-A. Form of Invoice approved by Canadian Customs
for goods sold by Exporter prior to shipment

0/1376/1 Cable of November 2nd 1937 Falkenstein i.V., November 20th 1937
(Place and Date)

INVOICE of (1) machine made net yokes with silk and silk cord embroidered, and silk laces.
purchased by (2) Messrs. The F.G.Hayward & Co.Ltd of (3) Toronto/Canada, 77, York Str.
from (4) Voigt & Graichen of (5) Falkenstein (V.), Germany to be shipped
from (6) Bremen per S.S. "Hamburg" per (7) 1 parcel No. 8513/887

Country of Origin (8)	Marks and Numbers on Packages (9)	QUANTITIES AND DESCRIPTION OF GOODS (10)	Fair Market Value at Time and Place of Shipment (See clause 4 of Certificate of value hereon) (11)	Selling Price to the Purchaser in Canada (12)	
				at	Amount
Germany	8513/887	Terms: 30 days less 2% 1st follg.	RM	c.\$	can.\$
Cotton	Silk				
15%	85%	12097 5 dz peach 44"	33.47	2.70	13.50
45 %	55%	12410 9 1/3 dz peach	68.25	2.95	27.53
		Order 1377/1 Cable of Nov.5th 37			
5%	95%	31710 7x40+20 = 300 yds. white	66.93	-.09	27.--
5%	95%	" 6x40+38 7/8 = 298 7/8 yds. peach	66.69	-.09	26.90
			235.34		94.93
		insurance,	1.17		-.47
		postage and packing	15.--		6.05
			RM 251.51	can.\$	101.45
		No hay or straw used.			
		Netweight: Grossweight:			
		ko. 5.400 ko. 7.200			
		In the event of goods being damaged or pilfered notice must be given immediately to the insurance agent: Messrs. W. G. L. Lambe & Co., 34, Scott Street, Toronto/Canada, to certify th loss for insurance, purpose within ten days after arrival of goods.			
	MS/HS				

Very Important. The following details as to freight must be given on the invoice.

(1) Freight amounting to has been prepaid and charged.

(2) Freight amounting to has been prepaid and not charged.

(3) Freight amounting to is being allowed to be deducted by the importer at settlement.

(4) The exporters have nothing to do with freight, this is being paid by importers on arrival of goods.

(Nichtzutreffendes bitte streichen.)

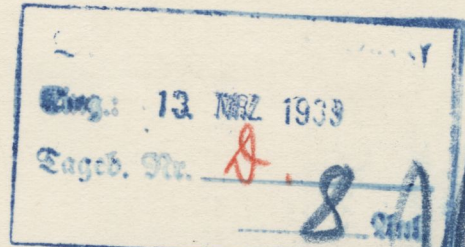
(Signature or seller or agent)

DEUTSCHES KONSULAT
GERMAN CONSULATE

45 RICHMOND ST. WEST
TORONTO, ONT

den 8. Maerz 1939.

Aussenhandelsstelle
fuer Sachsen und Ostshueringen,
Troendlinring 2a,
Leipzig C 1.



Betr. Fa.F.G. Hayward Co.Ltd., 94 Wellington Str.W.Toronto.

Ihr Schreiben vom 18. Februar nebst Anlagen wurden zu-
staendigkeitshalber an

Herrn Dr. A. Wagner,
Handelsattache,
Deutsches Konsulat,
1440 St. Catharine Str. West,
Montreal, Que.

mit der Bitte um direkte Erledigung weitergeleitet.

Konsul.

Durchschlag und Anlagen an Montreal.

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