

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

_____)	
Alan PHILIPP,)	
5 Raeburn Close)	
London NW11 6UG, United Kingdom,)	
)	
and)	
)	
Gerald G. STIEBEL,)	
3716 Old Santa Fe Trail)	
Santa Fe, NM 87505,)	
)	
Plaintiffs,)	
)	
v.)	Case No.
)	
FEDERAL REPUBLIC OF GERMANY, a foreign)	
state,)	
)	
and)	
)	
STIFTUNG PREUSSISCHER KULTURBESITZ,)	
)	
Von-der-Heydt-Str. 16-18)	
10785 Berlin, Germany,)	
)	
Defendants.)	
_____)	

COMPLAINT

This is a civil action by plaintiffs Alan Philipp (“Philipp”), and Gerald G. Stiebel (“Stiebel,” together with Philipp, the “plaintiffs”), for the restitution of a collection of medieval relics known as the “Welfenschatz” or the “Guelph Treasure” now wrongfully in the possession of the defendant Stiftung Preussischer Kulturbesitz, a/k/a the Prussian Cultural Heritage Foundation (the “SPK”). The SPK is an instrumentality of the defendant Federal Republic of Germany (“Germany,” together with the SPK, the “defendants”).

INTRODUCTORY STATEMENT

1. This is an action to recover the Welfenschatz, a unique collection of medieval relics and devotional art that was sold by victims of persecution of the Nazi regime under duress, and far below actual market value. Those owners were a consortium of three art dealer firms in Frankfurt: J.&S. Goldschmidt, I. Rosenbaum, and Z.M. Hackenbroch (together, the “Consortium”). Zacharias Max Hackenbroch (“Hackenbroch”), Isaak Rosenbaum (“Rosenbaum”), Saemy Rosenberg (“Rosenberg”), and Julius Falk Goldschmidt (“Goldschmidt”) were the owners of those firms, together with plaintiffs’ ancestors and/or predecessors-in-interest in this action.

2. This sale to the Nazi-controlled State of Prussia on June 14, 1935, via a manipulated sham transaction, was spearheaded by the Dresdner Bank, which was acting on behalf and by order of the two most notorious Nazi-leaders and war criminals, Hermann Goering (“Goering”) and the German dictator, the “Führer” Adolf Hitler (“Hitler”), themselves. The transaction relied on the atmosphere of early Nazi terror, in which German Jews could never be arms’-length commercial actors.

3. This is also an action to address a second victimization suffered by the Plaintiffs. Germany advances the pretense that it has enacted procedures to address Nazi-looted art, but the reality is quite different. The sham process to which the Plaintiffs were subjected in 2014 provides additional justification for this action.

4. The coerced sale of the Welfenschatz resulted in payment of barely 35% of its market value to the Consortium—or even as little as 15%, according to contemporary German

state museum professionals. That money was never fully at the Consortium's disposal even after payment (and consisted partly of other artworks that were worth nothing like their promised value). The proceeds, such as they were, were then also subjected to confiscatory "flight taxes"—the extortionate payments that Jews had to pay for the privilege of escaping with their lives.

5. Most critically with respect to the illegitimacy of the 1935 sale, they were Jewish and regarded by the National Socialists as traitors and enemies of the Germanic state, in line with the corrupt ideology of Hitler's racist and inhuman manifesto *Mein Kampf*. These Jewish art dealers were viewed as parasites selling off cultural items at the heart of the Nazi identity for self-gain and for damaging and harming the German identity.

6. Iconic Germanic art was at the core of the Nazi worldview, and the Welfenschatz was the kind of art in general, and the specific artworks in particular, that the Nazis desperately wanted, and for which they would stop at nothing. The Consortium's Jewish heritage placed it within the Nazis' grasp after the party's ascension to power in Germany.

7. The foregoing, without more, is sufficient under longstanding principles of international law to establish that the 1935 transaction was illegitimate. Any sale of property in Nazi Germany by Jewish owners—let alone to the Nazi-run state itself—was presumptively under duress, illegitimate, and void. Were Germany to claim otherwise, it would be explicitly endorsing—in 2015—the plunder of Goering (part of whose collection, it should be said, decorated the rooms of the German chancellor's office, the "Bundeskanzleramt," as recently as 2014 until a journalist called attention to it).

8. There is, however, considerably more. Specifically, after the Nazi seizure of power in 1933 and the spasmodic violence and intimidation towards Jews, the boycotting of Jewish business, and the eventual elimination of Jews from all aspects of civic life, high ranking Nazis targeted the Welfenschatz, specifically, by virtue of the vulnerability of its Jewish owners, who were publicly accused of selling national treasures and who became public enemies as a result. The choice they faced was clear: their property or their lives.

9. Infamous criminals Hitler , Goering, Bernhard Rust (“Rust”), and Hjalmar Schacht (“Schacht”) among them, were all involved in explicit correspondence whose intent was to “save the Welfenschatz” for the German *Reich* from these declared enemies of the state.

10. After the Nazi-takeover of power in Germany, and as a direct and proximate result of the historic persecution that was the official policy of the State of Prussia and the German Reich, the members of the Consortium faced catastrophic economic hardship. Starting from day one, the Nazi-regime was engaged in spreading fear, panic, and violence in these early days of terror as part of the ongoing so-called “National Socialist revolution” in Germany. Both the early unlawful laws of the new Germany, the anti-Semitic riots, the nationwide boycotts of Jewish businesses, and the growing permanent, pseudo-legal monitoring of Jews by the “Nazified” administrative bodies, first and foremost by the German tax authorities, directly affected these art dealers’ lives and businesses. Means of systematic disenfranchisement, discrimination, and terror, fomented by the Third Reich’s officials, caused also the three art dealers’ sale revenues to fall virtually to zero within the shortest period of time and made it impossible thereafter for any of them to earn a living in Germany. On information and belief,

the Consortium were targeted by the *Geheime Staatspolizei* (Gestapo) and subjected to direct personal threats of violence for being Jews and for trying to sell the Welfenschatz fairly.

11. The Nazis' crowning touch was to intercede just when a willing fair market buyer for the Welfenschatz appeared, to dictate that any further arms'-length negotiations cease, through which the Consortium could have realized the value of its property.

12. With the market duly fixed, and their own situation having descended into ahistorical levels of persecution, humiliation, and risk, the Consortium relented in 1935. From the Consortium's perspective, the "deal"—for 4.25 million RM (barely 35% of its actual value) split and partly paid only into a blocked account—was a predicament and without any alternative.

13. Soon after Goering, by then hailed as the "savior of the Welfenschatz," had forcefully and punitively "rescued" the collection from the Jews, as highlighted in his biography of 1940, he presented the Welfenschatz as a personal "surprise gift" to Hitler himself at a ceremony in November 1935.

14. In 2014, the Plaintiffs, as heirs to the Consortium, suffered a parallel victimization. Despite Germany's international commitments to "fair and just" solutions with respect to Nazi-looted art, it has enacted no meaningful procedures or laws to address victims of art looted and sales under duress. Worse, it has only appointed an "Advisory Commission" that issues only non-binding recommendations, which are not adjudications of any property rights.

15. That Advisory Commission, since being established in 2003 as a governmental entity, has shown a disturbing tendency to ignore longstanding principles of international law—chief among them the unassailable principle that a sale by owners like the Consortium in Nazi Germany was by definition coercive and void.

16. These failures leave the Plaintiffs no choice but to seek the present relief.

PARTIES

17. Philipp is an individual, citizen of the United Kingdom, and a resident of London, England, UK. He is the grandson and legal successor to the estate of the late Zacharias Max Hackenbroch, the sole owner of the former Hackenbroch art dealers.

18. Stiebel is an individual and a United States citizen who resides in Santa Fe, New Mexico. He is the great-nephew of the late Isaac Rosenbaum, co-owner of I. Rosenbaum art dealers with Saemy Rosenberg, and legal successor to Rosenbaum's estate.

19. Germany, a/k/a the *Bundesrepublik Deutschland*, is a sovereign nation comprised of the 16 federal states ("Länder"). Germany is the political—and under international law, the legal—successor to the German *Reich* a/k/a the *Third Reich* a/k/a Nazi Germany. Germany was established as West Germany in 1949 from the 11 Länder, in the Western-occupied areas of the Third Reich (including West Berlin), and absorbed the remaining 5 Länder as part of reunification in 1990.

20. The SPK is the successor-in-interest to the Free State of Prussia (the "Freistaat Preussen"), a political subdivision of the German Weimar Republic and later the Third Reich—

with respect to all interests in cultural property and fine art. The SPK is a foundation under German law, erected by the German parliament in 1957, and an instrumentality of Germany. The SPK operates by and through its President Professor Dr. Hermann Parzinger. The SPK's board consists of representatives from the German Federal government, and from its political subdivisions, the 16 *Länder*.

JURISDICTION AND VENUE

21. This Court has subject matter jurisdiction over all defendants pursuant to 28 U.S.C. § 1330 and 28 U.S.C. §§ 1605-07 (the Foreign Sovereign Immunities Act). Process will be served on all defendants pursuant to 28 U.S.C. § 1608.

22. The defendants are not immune from suit, under either the so-called “expropriation exception” of 28 U.S.C. § 1605(a)(3), or the so-called “commercial activity exception” of 28 U.S.C. § 1605(a)(2), all as alleged in further detail herein.

23. This action concerns rights in property taken by the State of Prussia and/or the German Reich, and/or Goering, in his capacity as Prime Minister of the State of Prussia in 1935, in violation of international law, within the meaning of 28 U.S.C. § 1605(a)(3). That taking included, *inter alia* and without limitation the following:

- i. The Welfenschatz was acquired by the Nazi State of Prussia to present it as a personal gift to Hitler. It served no public purpose, but was made for personal gain of the Nazi leaders and their reputation.

- ii. In addition, their takings were discriminatory since the art dealers were Jewish and therefore belonged to a persecuted group, and the collection was wrongfully appropriated not least because they were regarded as state's enemies for holding the iconic Welfenschatz.
- iii. Further, the German Government has not yet returned the collection to the plaintiffs or justly compensated them for the value of the collection. Without compensation, this taking cannot be valid.
- iv. Dresdner Bank and the Nazi-State of Prussia gained possession of the Welfenschatz in a joint effort by setting up a scheme of manipulation, coercion, and terror. In violation of international law, they took the collection from plaintiffs' predecessors-in-interest in order to "Aryanize," to "rescue," and to get hold of the collection for *völkisch* reasons in accordance with the National Socialists' policy, which in its entirety was condemned as inhuman and void by the Allies and the United States Government after 1945.
- v. Dr. Robert Schmidt, former director of the Berlin Schlossmuseum and a key actor in the matter at hand, intentionally misled the Allied Forces and the United States Military government for Germany and Bavaria in the postwar-era about the true nature of the acquisition of the collection in order to protect himself and in order to prevent restitution of the collection to the art dealers, based on and granted by Allied Military law. The current German Government, when it learned of the art dealers' heirs' rights to the collection of the Welfenschatz, adopted Schmidt's

cover-up and deceived the heirs as to the circumstances of its acquisition of the collection.

- vi. The defendants, Germany and the SPK, wrongfully assert ownership over the collection in furtherance of the taking in violation of international law.
- vii. Germany, in its capacity as the political-legal successor of the Nazi Third Reich, is not immune from suit for its complicity in and perpetuation of the discriminatory appropriation of the Welfenschatz collection. Among other things, violations of Germany's obligations under the 1907 Hague Convention on the Laws and Customs of War on Land, and Germany's official repudiation after 1949 of all Nazi transactions bar any defense that this transaction was legitimate and not coercive.
- viii. The policy of the United States of America since at least 1945 has been to undo the forced transfers and restitute identifiable property to the victims of Nazi persecution wrongfully deprived of such property and, with respect to claims asserted in the United States for restitution of such property, to relieve American courts from any restraint upon the exercise of their jurisdiction to pass upon the validity of the acts of the Nazi officials. *See* Press Release No. 296, "Jurisdiction of United States Courts Re Suits for Identifiable Property Involved in Nazi Forced Transfers," reprinted in *Bernstein v. N.V. Nederlandsche-Amerikaansche*, 210 F2d 375, 375-76 (2d Cir. 1954).

24. Germany and the SPK are engaged in commercial activity within the United States, within the meaning of 28 U.S.C. § 1605(a)(3), including but not limited to the following:

- i. The SPK engages in regular exhibitions within the United States by loaning objects to museums in the United States from the collections of the museums administered by the SPK. By way of example but without limitation, the SPK loaned objects to an exhibition entitled “Byzantium and Islam Age of Transition” at the Metropolitan Museum of Art in New York in 2012. The SPK also licensed photographs of its collection for inclusion in the catalogues of those exhibitions, which are sold and marketed throughout the United States (including in the District of Columbia) by retail and Internet sales.
- ii. The SPK licenses images of its collection to the general public throughout the United States (including the District of Columbia) on an ongoing basis, including but not limited to licensing relationships with Art Resource in New York, and the United States National Holocaust Memorial Museum in the District of Columbia.
- iii. The SPK solicits subscriptions to its newsletters, solicitations that reach the District of Columbia, among other parts of the United States. SPK-administered museums seek to and sell entrance tickets to the Berlin museums to patrons in the United States, including but not limited to patrons in the District of Columbia.
- iv. The Museum of Decorative Arts (“Kunstgewerbemuseum”) in Berlin, administered by the SPK and the current location of the Welfenschatz, publishes and sells a book entitled *Kunstgewerbemuseum Berlin* within the United States of the highlights of its collection, including but not limited to within the District of Columbia. The Welfenschatz features prominently in this catalogue, in particular the famous *Kuppelreliquiar* (the “Chapel Reliquary”)—which is depicted on the very cover of the book.

- v. The Kunstgewerbemuseum in Berlin, administered by the SPK and the location of the bulk of the Welfenschatz, publishes and sells a book entitled *Katalog des Kunstgewerbemuseums (Catalogue of the Kunstgewerbemuseum)* within the United States, including but not limited to within the District of Columbia. The Welfenschatz features prominently in this catalogue, and is referred to as such for any object that is part of the Welfenschatz.
- vi. The Kunstgewerbemuseum in Berlin, administered by the SPK and the location of the bulk of the Welfenschatz, publishes and sells a book entitled *Schätze des Glaubens: Meisterwerke aus dem Dom-Museum Hildesheim und dem Kunstgewerbemuseum Berlin (Treasures of Belief: Masterworks from the Hildesheim Cathedral Museum and the Kunstgewerbemuseum Berlin)*, within the United States, including but not limited to within the District of Columbia. The Welfenschatz features prominently in this catalogue as well.
- vii. The SPK has announced plans to publish in 2015 and has arranged for presales of a book entitled *The Neues Museum: Architecture, Collections, History* within the United States, including but not limited the District of Columbia.
- viii. On information and belief, the Bodemuseum in Berlin, administered by the SPK, has a staff exchange program with the Metropolitan Museum of Art in New York.
- ix. The SPK offers research grants to academics within the United States, including within the District of Columbia.
- x. On information and belief, academic conferences organized and administered by the SPK include solicitations to academics in the United States (including the District of Columbia) to contribute and participate.
- xi. The SPK publishes and sells a book entitled *Original und Experiment: Ausstellung der Stiftung Preußischer Kulturbesitz aus der Antikensammlung der Staatlichen Museen zu Berlin (Original and Experiment: Exhibition by the Stiftung Preußischer Kulturbesitz from the Antiques Collection of the State*

Museums in Berlin) within the United States, including but not limited to the District of Columbia.

- xii. The SPK publishes and sells a book entitled *Digital Resources from Cultural Institutions for Use in Teaching and Learning: A Report of the American/German Workshop* within the United States, including but not limited to within the District of Columbia.
- xiii. The SPK publishes and sells a book entitled *Schätze Der Weltkulturen in den Sammlungen Der Stiftung Preussischer Kulturbesitz (Treasures of World Cultures in the Collections of the Stiftung Preussischer Kulturbesitz)* within the United States, including but not limited to within the District of Columbia.
- xiv. The SPK participated in an exhibition National Gallery of Art in the District of Columbia entitled *Dürer And His Time: An Exhibition From The Collection Of The Print Room, State Museum, Berlin Stiftung Preussischer Kulturbesitz*, including the loan of works of art from the SPK. The SPK contributed further to the catalogue from that exhibition, which is sold in the United States, including but not limited to within the District of Columbia.
- xv. The SPK publishes and sells an annual report entitled *Prussian Cultural Property: 25 Years in Berlin, Collecting, Researching, Educating: from the Work of the SPK 1961-1986 (Annual Report of the SPK)* or *Preussischer Kulturbesitz: 25 Jahre in Berlin, Sammeln, Forschen, Bilden: aus der Arbeit der Stiftung Preussischer Kulturbesitz 1961-1986 (Jahrbuch Preussischer Kulturbesitz)* (as well as other similar editions in other years) within the United States, including but not limited to within the District of Columbia.
- xvi. The SPK publishes and sells a book entitled *Kinderbildnisse aus vier Jahrtausenden: Aus den Sammlungen der Stiftung Preussischer Kulturbesitz Berlin (Children's Pictures from Four Millennia: from the Collections of the*

Prussian Cultural Heritage Foundation) within the United States, including but not limited to within the District of Columbia.

- xvii. The SPK publishes and sells copies of the law that gave rise to its creation, the *Gesetz Zur Errichtung Einer Stiftung "Preussischer Kulturbesitz" Und Zur Übertragung Von Vermögenswerten Des Ehemaligen Landes Preussen Auf Die Stiftung* (Law for the Creation of a Foundation "Prussian Cultural Heritage" and the Transfer of Property from the Former State of Prussia) within the United States, including but not limited to within the District of Columbia.

25. On information and belief, Germany engages in a broad range of commercial activity in the United States, including but not limited to the commercial promotion of German companies and industries and the solicitation of American visitors to German museums, including but not limited to those administered by the SPK.

26. Jurisdiction is also proper in this action pursuant to 28 U.S.C. § 1605(a)(2) because the defendants engage in commercial activity outside the territory of the United States with respect to the Welfenschatz in connection with a commercial activity of the foreign state elsewhere and that act causes a direct effect in the United States. Specifically, the defendants engage in commercial activity in the United States and derive from the Welfenschatz itself through licensing and other activities, revenue that rightfully could be earned by the plaintiffs absent the defendants' wrongful possession.

27. Venue is proper in the District of Columbia against Germany pursuant to 28 U.S.C. § 1391(f)(4) as a case brought against a foreign state (Germany), and venue is proper in the District of Columbia against the SPK pursuant to 28 U.S.C. § 1391(f)(3) because the SPK is

an agency or instrumentality of Germany (a foreign state) and the SPK is doing business within the District of Columbia, *inter alia*, as alleged above.

FACTUAL ALLEGATIONS

The Welfenschatz and the Consortium

28. The Welfenschatz consists of several dozen medieval reliquary and devotional objects that were originally housed in the *Braunschweiger Dom* (Brunswick Cathedral) in Germany. Although dating primarily from the 11th to the 15th century, the collection acquired its commonly-known name hundreds of years later when it passed into the hands of the Royal House of Brunswick-Lüneburg, and later acquired the name Welfenschatz because of its association with one of the branches of the “Welfenhaus”, or “House of Guelph.”

29. The portion of Welfenschatz that is wrongfully in the possession of the SPK consists of the following objects:

- i. Guelph Cross (*Welfenkreuz*);
- ii. Portable Altar With Embossed Silver Figures (*Tragaltar mit Silberfiguren*), 3rd quarter, 13th century;
- iii. Demetrius Tablet (*Demetrius-Tafel*), 12th century;
- iv. Tablet Shaped Portable Alter with Agate Slab (*Tafelförmiger Tragaltar mit Achatplatte*), ca. 1200;
- v. Tablet Shaped Portable Alter with Slab of Rock Crystal (*Tafelförmiger Tragaltar mit Bergkristallplatte*);
- vi. Rectangular Casket with Painted Ivory Tablets (*Rechteckiger Kasten mit Bemalten Elfenbeinplättchen*);
- vii. Eight-Cornered Casket with Lid (*Achteckiger Deckelkasten mit Bleibeschlag*);
- viii. Portable Altar of Adelvoldus (*Tragaltar des Adelvoldus*);
- ix. Portable Altar With Crystal Columns (*Tragaltar mit Kristallsäulchen*);
- x. Standard Cross Borne by Three Lions (*Standkreuz, von drei Löwen getragen*);

- xi. Portable Altar of Eilbertus (*Tragaltar des Eilbertus*);
- xii. Portable Altar with the Cardinal Virtues (*Tragaltar mit den Kardinaltugenden*);
- xiii. Walpurgis Casket (*Walpurgis-Kasten*);
- xiv. Portable Altar with Abraham and Melchizedek (*Tragaltar mit Abraham und Melchisedek*);
- xv. Chapel Reliquary (*Kuppelreliquiar*);
- xvi. Highly Colored Reliquary Casket (*Der stark-farbige Reliquienkasten*);
- xvii. Small Reliquary Casket with Champlevé Enamel (*Kleiner Reliquienkasten mit Grubenschmelz*);
- xviii. Arm Reliquary of St. Sigismund (*Armreliquiar des Hlg. Sigismund*);
- xix. Arm Reliquary of St. Innocentius (*Armreliquiar des. Hlg. Innocentius*);
- xx. Arm Reliquary of St. Theodorus (*Armreliquiar des. Hlg. Theodorus*);
- xxi. Arm Reliquary of St. Caesarius (*Armreliquiar des. Hlg. Caesarius*);
- xxii. Arm Reliquary of St. Bartholomew (*Armreliquiar des. Hlg. Bartholomaeus*);
- xxiii. Arm Reliquary of St. Lawrence (*Armreliquiar des. Hlg. Laurentius*);
- xxiv. Reliquary in the Form of a Portable Altar in Wood (*Tragaltarförmiges Reliquiar aus Holz mit Steinen besetzt*);
- xxv. Reliquary in the Shape of a Chest, 12th/13th Century (*Reliquiar in Truhenform, 12/13. Jhdt.*);
- xxvi. Reliquary in Chest Form (*Reliquiar in Truhenform*);
- xxvii. Portable Altar in Tablet Form (*Tafelförmiger Tragaltar*);
- xxviii. Tablet-Shaped Portable Altar, 12th Century (*Tafelförmiger Tragaltar, 12. Jhdt.*);
- xxix. Head Reliquary of St. Cosmas (*Kopfreliquiar des Hlg. Cosmas*);
- xxx. Head Reliquary of St. Blasius (*Kopfreliquiar des Hlg. Blasius*);
- xxxi. Plenar for Sundays (*Plenar für Sonntage*);
- xxxii. Plenar of Duke Otto the Mild (*Plenar Herzog Otto des Milden*);
- xxxiii. Arm Reliquary of St. George (*Armreliquiar des Hlg. Georg*);
- xxxiv. Wooden Casket with Painted Heraldic Symbols (*Holzkasten mit Wappenmalerei*);
- xxxv. Relic Monstrance with Ivory Reliefs (*Reliquienmonstranz mit Elfenbeinreliefs*);

- xxxvi. Relic Cross on a Gilded Copper Base (*Reliquienkreuz auf Fuss/Kl. Vergoldetes Kupferstandkreuz*);
- xxxvii. Small Folding Altar with Foot (*Klappaltärchen auf Fuss mit Elfenbeinerer Madonnenstatuette*);
- xxxviii. Relic Capsula (*Reliquienkapsel/Agnus Dei*) mit Anna Selbdritt;
- xxxix. Turned Box With Lid (*Gedrehte Deckelbüchse*);
- xl. Arm Reliquary of St. Mary Magdalene (*Armreliquiar der Hlg. Maria Magdalena*);
- xli. Arm Reliquary of One of the Ten Thousand Warriors (*Hölzernes Armreliquiar eines der zehntausend Krieger*);
- xlii. The Large Relic Cross (*Das Grosse Reliquienkreuz*).

30. The Welfenschatz occupies a unique position in German history and culture, harkening back to the early days of the Holy Roman Empire and conceptions of German national identity and power.

31. Conservative estimates of the present-day fair market value of the Welfenschatz (including those advanced by the SPK itself) exceed \$250,000,000.

32. In or around 1929, the Consortium was formed. It consisted of the plaintiffs' ancestors and/or predecessors-in-interest, and on information and belief it received additional funding from third parties in what amounted to a loan. Only these three art dealer firms—Z.M. Hackenbroch, I. Rosenbaum and J. & S. Goldschmidt—were the signatories to the contracts of 1929 and of 1935. On information and belief, the Consortium was solely entitled to ownership rights of the collection in the time period of October 5, 1929 to June 14, 1935 when the Welfenschatz had been in their possession. This ownership was unaffected by certain lenders, banks, and individuals (*e.g.*, a business man called Hermann Netter (“Netter”) from Frankfurt, Germany), who acquired no property interest in the collection.

33. By written agreement between the Consortium and the Duke of Brunswick-Lüneburg, the Consortium acquired the Welfenschatz on October 5, 1929. A true and accurate copy of that agreement is attached hereto as Exhibit 1, followed by a certified translation.

34. When the possibility that the Consortium might successfully acquire the Welfenschatz first arose, it was to the particular annoyance of disappointed German museums and states. As the Hannover High Provincial President Gustav Noske (“Noske”), the former Reich Minister of defense, wrote on November 26, 1929 to the Prussian Minister of Finance and the Prussian Minister for Science, Art and Education, the price for the Welfenschatz would be “a minimum amount of 20 million RM.” Indeed, the famed *Kuppelreliquiar* now wrongfully in the possession of the SPK (and which is shown prominently on the museum guide sold in the United States referred to above) was discussed as having a value of 4 million RM *all by itself* at that time (*i.e.*, a sum consisting of the better part of the amount for which the Consortium was eventually forced to sell the *entire* Welfenschatz).

35. Concerted efforts by Germany’s Reichsregierung (Reich Government), the Prussian State Government and several other entities and museum officials in June of 1930 to “save [the Welfenschatz] for Germany” failed, mainly caused by Otto Braun, the then-Prussian Prime Minister’s veto. While perhaps the House of Welf could not regain the treasure, there was an interest as described by President of the Prussian Staatsrat, Oskar Mulert (“Mulert”), with anti-Semitic foreshadowing to “sell the pieces to Germany, to avoid an accusation of hucksterism abroad.”

36. At the request of the National Socialist faction, the town council of Frankfurt resolved as follows on August 26, 1930 concerning the “maintenance” of the Welfenschatz:

A provisional enactment is adopted. . . [] that the most valuable and oldest cultural assets of the German people, in particular the Welfenschatz, should not be permitted to be sold abroad, so that it can remain in the country.

37. Even a nationwide lottery was planned to collect money for the “salvation of the Welfenschatz.”

38. By 1930, the official intention was to buy the Welfenschatz for the Berlin museums. This failed due to the resistance and vetoes of the then-Prussian Prime Minister Braun. Braun was particularly passionate about his plans for a democratic land reform, which earned him the enmity of the large Prussian landowners. In the final years of the Weimar Republic, Braun opted for cooperation with the conservative forces to keep the Nazis from power. He forbade the Rhenish steel helmet (“Stahlhelm”), a World War I community of ultra-conservative and National Socialist veterans, and enforced the nationwide ban of the Nazis’ *Sturmabteilung* (“S.A.”), the Nazi Party’s paramilitary goon-squad and branch. In early March 1933, Braun fled Germany in fear for his life and went into exile in Switzerland.

39. Nevertheless, in the dying days of the Weimar Republic, the Consortium was able to bring the Welfenschatz to the United States to offer it for sale to museums. To some extent, the Consortium succeeded. By 1930-31 about half of the collection had been sold to museums and individuals in Europe and in the United States. Those 40 pieces (out of 82 overall) which were sold to the Cleveland Museum of Art and others, however, comprised only about 20

percent of the value of the Welfenschatz acquired in 1929—and did not include the most valuable pieces such as the iconic *Kuppelreliquiar*.

40. After the dramatic events and reactions of 1930, matters settled down briefly with respect to the Welfenschatz. The Consortium, while not unaffected by the growing world economic depression, was able to safeguard the core income of its members and stay in business. None of the three companies filed for bankruptcy.

41. This period of relative calm, however, was not to last.

The Nazi Rise to Power

42. Founded in 1923, the National Socialist German Workers Party (*National Sozialistische Deutsche Arbeiterpartei*, or “NSDAP”), grew out of various nationalist movements in the wake of World War I. Originally called the DAP, (*Deutsche Arbeiterpartei*), Hitler was member No. 55. He soon took control of the movement, and his message from the start was the unmistakable intent to marginalize and eliminate European Jews.

43. Throughout the 1920s, the NSDAP struggled for relevance in the economic chaos of the fledgling Weimar Republic. A failed coup d’état in 1923 that came to be known as the “Beer Hall Putsch” was derided as amateurish, and Hitler and other Nazi leaders were imprisoned. While incarcerated at Landsberg Prison, Hitler penned the foundational document of what would become the Nazi movement: *Mein Kampf*. The book left no doubt as to Hitler’s worldview, and his views on where Jews fit into it, *i.e.*, they did not. For anyone seeking to rise

within the NSDAP, or later the government that it took over, it left no secret about how to please Hitler.

44. With the onset of the Great Depression, the electoral fortunes of the NSDAP improved. Still unable to break through into a position of parliamentary control, they nonetheless achieved substantial enough minorities to be reckoned with, and made a name for themselves with threatening behavior in the legislatures they joined.

45. That threatening behavior took its worst form outside the halls of town halls, “Landtage,” the German states’ parliaments, and the Reichstag, however. The Nazis and their “brownshirts,” the S.A., became known for politically-motivated violence and attacks on political opponents, communists, socialists, and Jews.

46. The Nazis also now found resonance in the electorate with their scapegoating of Jews. Jews had long been stereotyped in association with commerce, as part of the alleged “Global Jewish Conspiracy.” The NSDAP played off this, and blamed Jews for any and all economic setbacks: the hyperinflation of the Weimar Republic, the collapse of the stock market, bank closings, and the Great Depression. In a frightening time, the Jews of Germany felt the scorn of their neighbors as never before.

47. In the parliamentary elections of 1932, the NSDAP won a plurality of the popular vote for the first time. This gave the NSDAP the largest faction within the Reichstag, though not yet a majority. It was to be the last even arguably democratic election in Germany until after 1945.

48. On January 30, 1933, Adolf Hitler was appointed Chancellor by aging Reich President Paul von Hindenburg. What was initially perceived as a stabilizing nod to conservatism, quickly descended into an onslaught of repression. All the designs of the Nazi Party program of 1920, the failed “putsch” of 1923, and *Mein Kampf* had now assumed the authority of the state.

49. On February 27, 1933, a fire broke out in the Reichstag, the imperial parliament building that housed the legislature of the Weimar Republic.

50. This provided the Nazis with the entire pretext they needed. Cited as proof that German communists were plotting against the government, despite flimsy evidence and the likelihood that it was orchestrated by the Nazis themselves as an excuse to act, it was to become the precipitating event for Nazi Germany.

51. With the “Decree of the Reich President for the Protection of People and State” of 28 February 1933, better known as the Reichstag Decree, Hitler was given far-reaching, violent means of power. Articles 114, 115, 117, 118, 123, 124, and 153 of the German Constitution, which affected the fundamental rights of citizens, were overridden. Henceforth, the restriction of personal freedom, freedom of expression and of personal property were expressly sanctioned by the state. Infringements of the Regulation were punished with confiscation, prison, penitentiary, and death.

52. With free exercise curtailed and violent enforcers unleashed on the streets, victory in the election of March 5, 1933 was ensured. The Nazis emerged with a majority of the seats in the Reichstag, and carte blanche was delivered to Hitler and his anti-Semitic program.

53. Hitler and his regime wasted no time whatsoever. The Enabling Act of 1933 (*Gesetz zur Behebung der Not von Volk und Reich*, or Law for the Remedy of the Emergency of the People and the Reich) amended the Weimar Constitution further, giving the Chancellor—*i.e.*, Hitler—the power to enact laws without the legislature.

54. Other laws followed in this vein: the Restoration of the Civil Service Law of July 4, 1933, the destruction of public unions and democratic trade associations in April and May, 1933, the institutionalization of the one-party state and expulsion of non-National Socialists (July 14, 1933), and the repeal of the fundamental constitutional rights of the Weimar Republic all followed.

55. These laws and regulations, while draconian, barely approach the repression that was unleashed on Germany's Jews. Through the collective humiliation, deprivation of rights, robbery, and murder of the Jews as a population, they were officially no longer considered German.

56. Boycotts of Jewish businesses spread in March and April 1933, just weeks after Hitler's ascension, with the encouragement of the state itself.

57. By the spring 1933, the concentration camp at Dachau had opened, and the murder of Jews detained there went unprosecuted. This may seem unsurprising with the benefit of hindsight, but Germany had descended in a matter of weeks to a place where Jews could be plucked off the streets, imprisoned, and murdered just yards away from their neighbors, all without consequence. Closer to the Consortium, the Osthofen concentration camp outside of Frankfurt opened in May, 1933.

58. It was not merely that such violence could happen with impunity, but also that it was now officially encouraged.

59. The boycott of Jewish-owned businesses is hard to imagine now. Judges, lawyers, doctors, retailers, art dealers—the bedrock of the German middle class—were targeted and driven out of their ability to make a living.

60. Propaganda was soon in full swing. The *Völkischer Beobachter* was the notorious official Nazi Party paper. In an edition dated March 31, 1933, Julius Streicher (who published his own militant and racist newspaper *Der Stürmer*) called on the populace to boycott Jews as “profiteers, war slide, convicts, deserters and Marxist traitors.” He concluded:

All Jews will have to fight so long, until victory is ours! Nazis! Defeat the enemy of the world! And if the world would be full of the devil, we must succeed yet!

61. S.A. men, the by-now-ubiquitous brownshirt thugs, fanned out to express “public opinion,” as the police and ordinary citizens looked on. Jewish shops were smashed, stores and apartments were looted, and Jewish lawyers were beaten on their way to court.

62. The latent danger for Jews to lose their lives and their property was not dependent on the new laws noted above, though they hastened the threat. More laws restricted the ability of Jews to transfer assets—punishable by death—as Jews were tortured in Gestapo, S.A. and S.S. cellars or simply beaten to death in broad daylight.

63. For example, on April 1, 1933, furrier Hirsch Ber Gottfried was beaten through the streets of Leipzig, and had a sign hung around his neck that read “I am a dirty Jew.”

Prussia and the Nazis Train Their Sights on the Welfenschatz

64. No Jews could remain unaffected by the foregoing, and the members of the Consortium were no different. The members of the Consortium were soon completely cut out of economic life in Germany, and on information and belief, were themselves threatened with violence.

65. On information and belief, the *Geheime Staatspolizei*—the Gestapo—opened files on the members of the Consortium because of their ownership of the Welfenschatz and their prominence and success.

66. Not surprisingly, Prussian interest in the Welfenschatz was soon revived now that the Consortium was so vulnerable.

67. Former District and Local Leader of the *Kampfbund für deutsche Kultur*—the League of Struggle for German Culture—and new Mayor of Frankfurt Friedrich Krebs (“Krebs”) quickly wrote to Hitler himself (emphasis added):

Upon coming to power, National Socialism in Frankfurt a.M. also found extraordinarily unclear relationships in the area of art. Since then, the coarsest grievances have been resolved and in the course of reconstructing the artistic life of the old imperial city, I have come to the question of how one of the greatest artistic and cultural properties of the German people, the [Welfenschatz], which was last exhibited in Frankfurt a.M. in 1930 and then transported to America, can be won back for the German people. . . .

[]

The Gospels of Henry the Lion must be regarded as a key piece of the Guelph Treasure that is located in Gmunden. This work of German book illumination is the greatest of all time and is not included (in the inventory) in the Guelph Treasure and has also therefore not been moved to America; however, it belongs integrally and, indeed, as a key piece.

The securing of the Gospel of Henry the Lion would be the most important act in a systematic cultivation of historical artifacts for Germany and would attract even more attention because the work is hardly known in wide sections of the population and has never been shown to the public.

Under your leadership, the new Germany has broken with the materialism of the past. It considers the honor of the German people as its most valuable asset. In order to reclaim this honor on an artistic level, I believe the recovery and the ultimate acquisition of any irreplaceable treasures from German's middle ages, such as they are organically combined in the [Welfenschatz], would be a decisive step. According to expert judgment, the purchase is possible **at around 1/3 of its earlier value**. It therefore relates to an amount that will be proportionally easy to raise. I therefore request that you, as Führer of the German people, create the legal and financial preconditions for the return of the [Welfenschatz].

68. A true and accurate copy of this letter is attached hereto as Exhibit 2, followed by a certified translation.

69. Ostensibly Krebs sought the acquisition of the Gospels of Henry the Lion, but his real intention was to save the honor of the German people, to snatch the Welfenschatz from the Jewish merchants, and bring it "home to the Reich," and asks *Hitler himself* to lay the groundwork for obtaining the Welfenschatz at only 1/3 of its value.

70. To place Krebs in context among Nazi zealots, he distinguished himself as mayor by firing all Jewish civil service employees ten days *before* the Law for the Restoration of the Civil Service was enacted.

71. Standing behind all of this was Goering himself, Hitler's highly decorated deputy—Prime Minister of Prussia at that time—aided by the desire and expediency by his underlings to demonstrate their anti-Semitic credentials to him and to Hitler.

72. Goering was a notorious racist and anti-Semite who, in view of the massive destruction of infrastructure and buildings, mostly synagogues, caused by the Nazi-mob on occasion of the Reich's Pogrom Night, or "Night of Broken Glass" ("Kristallnacht") in November 1938, is quoted saying that he would have "preferred if you would have slain two hundred Jews rather than destroying such values. . . ."

73. Goering's appetites were as prodigious as they were legendary, particularly with respect to art. He cultivated for himself an image of culture and refinement that was belied by his rapacious greed for plundered art. Throughout his period of influence in the Third Reich, Goering targeted art that he wanted, but seldom if ever did he simply seize property. Instead, he routinely went through the bizarre pretense of "negotiations" with and "purchase" from counterparties with little or no ability to push back without risking their property or their lives.

74. Adolf Feulner ("Feulner") had a career beginning in 1930 as director of the Museum of Decorative Arts and History Museum in Frankfurt, and from 1938 to his death as head of the *Kunstgewerbe* (arts and crafts collection) of Cologne.

75. In a letter dated November 1, 1933, Feulner wrote to the President of the German Association for the Preservation and Promotion of Research (*Deutsche Gemeinschaft zur Erhaltung und Förderung der Forschung*, or the “DFG”), Friedrich Schmidt-Ott (“Schmidt-Ott”) about the Welfenschatz. This letter makes clear that it was Feulner who approached the Consortium, and not the other way around, and at the instigation of Krebs or at the very least in consultation with him. Feulner wrote: “After consultation with Mr. Hackenbroch / . . . / the owners are very willing . . . to enter into negotiations with the Reich.”

76. Although the Welfenschatz was physically stored in Amsterdam, the Netherlands by this time, there is no question that the peril faced by the Consortium as Jews, still living in Germany and vulnerable to Nazi attacks at any time, placed it well within the Nazis’ grasp. Any resistance posed grave risks to the Consortium and their families.

77. On January 1, 1934 the museum directors Dr. Otto Kümmel (“Kümmel,” of the State Museums), Dr. Robert Schmidt (“Schmidt” of the Schloss Museum, the predecessor of the Kunstgewerbemuseum where the Welfenschatz is today), Dr. Karl Koetschau (“Koetschau” at the Kaiser-Friedrich-Museum), and Dr. Demmler (at the German Museum), together with Dr. Hans-Werner von Oppen (“von Oppen,” Speaker in the Ministry of Education and Board member of the Dresdner Bank) visited the collections stored at the bank whose possession had been taken by Prussian intervention. The Welfenschatz was discussed at this meeting, and clearly not for the first time. As the minutes of the meeting composed by a Mr. Stern of the Dresdner Bank noted:

On previous visits the museum directors, and in particular Prof. Koetschau, had noted that it was of considerable interest to establish the ways in which to incorporate the Welfenschatz. When Prof. Koetschau returned to this issue again

and Dr. von Oppen was informed about the possibilities on the matter, I told him that the Welfenschatz was with an art dealer consortium, that would be happy to liquidate their failing business, and that I would be able to commence negotiations with the appropriate person, if this were desired.

78. Von Oppen directed Stern to lead the effort “in all respects.”

79. Later, in December, 1946, Schlossmuseum director Schmidt misled the Allied forces in securing himself a role at the Central Collecting Point at Wiesbaden, from which he found himself a prosperous post-war career. Despite direct firsthand knowledge of the transaction, he described the purchase price of Prussia’s 1935 acquisition of the Welfenschatz as 7 million RM, plus a number of valuable works of art. While still below market, this was a complete fabrication that allowed Schmidt to shift blame to others, a regrettably recurring theme among those like Schmidt who acquiesced in this kind of illicit behavior.

80. Stern notes in the minutes menacingly that although the Welfenschatz had been purchased in 1929 for 7.5 million RM, that the Consortium might be willing to accept a lower price “to liquidate the business so as not to suffer even more loss of interest. . . .”

81. Just days before Stern had told Alfons Heilbronner, owner of the art dealer Max Heilbronner in Berlin, a Jewish debtor to Dresdner Bank and since that time the messenger between the bank and the consortium, to “determine whether a price substantially below the price that it cost, would have appeared promising.”

82. Stern then told Heilbronner that he did not want to approach the Consortium, but that if Heilbronner did he could be assured a commission.

83. Heilbronner became suspicious. He had heard that “negotiations with the Reich were in progress,” but he dismissed Stern because he was concerned that if an interested buyer appeared, he could not be sure if they were acting for themselves or for a third party. In any event, it was agreed that Heilbronner would “initiate his efforts immediately.”

84. It was clear from the words of the representatives of the Dresdner Bank that it intended to pursue the Welfenschatz with the German Reich to obscure Prussia’s role in transacting business with Jews.

85. On January 23, 1934, Stern reported to the Reichsbank directorate that Heilbronner had not succeeded with the spokesman of the Consortium. He was told that the Consortium “will not go down under 6.5 million RM, perhaps 6 million RM in extreme circumstances.”

86. Heilbronner quickly traveled to Paris under pressure from the bank syndicate to tell Saemy Rosenberg that the price could not exceed 3.5 million RM.

87. Stern memorialized another meeting on May 11, 1934: Mulert had called, and wanted to know if it was going to be possible to “secure the Welfenschatz for German museums.” Stern had informed Mulert that the Consortium had advised that they had an offer in hand for 7 million RM, probably from a Berlin private banker.

88. It was hardly unexpected that such an offer would have come in, nor that the Consortium would have wanted to wait out for bidders to compete against each other. Anyone

listening to Hitler's speeches and official propaganda about art knew how Nazi art tastes ran: they detested modern art that they deemed "degenerate," and they exalted traditional, historical German art and motifs. The Welfenschatz was, literally, the highest example of what the Nazis sought. It combined both impeccable "German" credentials, but was also of unquestioned quality apart from the state sponsored works being churned out by the likes of Josef Thorak and Arno Breker.

89. But the Consortium did not have time to wait for the fair market value of the Welfenschatz. Legion examples of Jewish collectors and professionals exist who waited too long and lost everything.

90. Koetschau then asked Stern when the negotiations over the Welfenschatz would begin. Stern reported that he expected a firm offer from the Consortium, and that the price of 3.5 million RM being pursued would be a "very low" price constituting 15% of the Welfenschatz's value.

91. To put it in context, if 3.5 million RM were 15% of the value of the Welfenschatz, then the Welfenschatz's full value would have been 23.33 million RM, or nearly six times what the Consortium was paid.

92. A month later, Stern advised the director of the Schloss Museum that negotiations had stalled because the Consortium continued to insist on a price over 7 million RM.

93. Starting in the summer of 1934, two people in particular took up the mantle of “saving” the Welfenschatz for Germany: Paul Körner (“Körner”) and Wilhelm Stuckart (“Stuckart”). It was this effort that led to the eventual sale under duress of for dramatically below market value.

94. The Consortium could scarcely have expected fair treatment from them.

95. Körner already had a successful Nazi career behind him by 1934. Since 1926 he had been adjutant for Goering. Körner was an NSDAP Party member starting in 1931 (long before even a cynic could argue it was advantageous or necessary for status in Nazi-run Germany), as well as the *Schutzstaffel* (the “S.S.”)—an organization later declared by the International Military Tribunal at Nuremberg to be a criminal enterprise, and about which its elite members cannot ever have had any illusions. He rose to an S.S. Group Leader (*Gruppenführer*)—an “achievement” that speaks for itself—and was appointed as personal assistant to Goering in the Prussian Ministry of the Interior.

96. After Goering became Prussian Prime Minister in April 1933, Körner was appointed Secretary of the Prussian State Ministry. On the occasion of the opening of the Prussian State Council (Staatsrat) described above, Körner wrote a foreword in the *Völkischer Beobachter*, in which he took aim at “all liberal and democratic sentiments,” and described the task of the new Staatsrat as, “to be National Socialist in its operation.”

97. Goering transferred authority to Körner on April 10, 1933 over the “Research Office,” the notorious institution that took over all telephone, telegram, radio, and mail monitoring in the Third Reich.

98. Goering also approved Körner for the post of Secretary of State in the Four-Year Plan. In this role, Körner was to be instrumental in helping to make the German economy “ready for war.” Finally, and most tellingly, Körner later attended the Wannsee Conference in suburban Berlin in 1941, at which Reinhard Heydrich, Adolf Eichmann, and other high ranking war criminals decided upon the implementation of the “final solution of the Jewish question”—the plan to exterminate the entire Jewish population of Europe.

99. Stuckart first came into contact with the Nazi Party in 1922 while a law student, and enrolled in the Party at a time when it was barely on the fringe of mainstream German politics. By 1926, he was the legal adviser of the NSDAP in Wiesbaden. Starting in 1930, he was also a member of the *Kampfbund für Deutsche Kultur*. He applied to the civil service in 1930, but was dismissed in 1932 because of his political (*i.e.*, Nazi) convictions. Stuckart also joined the S.A. in 1932 and ascended to be the legal secretary to the S.S. and S.A. in Pomerania.

100. On May 15, 1933 Stuckart was appointed as Acting Assistant Secretary of State in the Prussian Ministry of Science, Culture and Public Education. Just a few weeks later, he was appointed Secretary of the Ministry of Science and entrusted with the representation of Minister Rust.

101. Rust had been a member of the NSDAP since 1922. He was a “Gauleiter” (an honorific given to regional leaders within the party) after 1928 of the nationalist/anti-Semitic National Socialist Society for German Culture. After the seizure of power, he founded in 1935 the racial ideology Reich Institute for the History of the New Germany. Rust committed suicide on the day of German surrender on May 8, 1945.

102. Stuckart’s area of professional responsibility by then included primarily “Jewish Affairs,” and he was to become the architect of the development of the anti-Jewish law. Notably, he was instrumental in the drafting of the “Nuremberg Laws” that codified the exclusion of Jews from all aspects of society. In 1936 he became Chairman of the Reich Committee for the Protection of German Blood.

103. This, then, was the first of the characters with which the Consortium was confronted in seeking to recoup the fair market value of their property.

104. Still in his capacity as Deputy Minister of the Ministry of Science, Stuckart answered on July 14, 1934 a June 26, 1934 letter from Körner. Körner had submitted to Stuckart a draft of a letter to be sent to Hitler, to which Stuckart offered his opinion as follows:

I note that in the opinion of the Prussian Minister of Finance, an acquisition by the Prussian State would be within the range of possibilities, providing that the President of the Reichsbank (in parallel the negotiations that were recently held between him and myself in relation to the question of purchasing the art collections that are situated at Dresdner Bank, about which I have notified the Prime Minister through official channels) declares himself to be in agreement that the payment would not take place in cash, but by issuing Prussian treasury bonds. Reichsbank President Schacht held out the prospect of the same kind of financing for the acquisition of the Guelph Treasure by the Prussian State. This means that Prussia does not need to raise any funds now, but solely takes on a less onerous indebtedness. In this way, Prussia would be put in a position where it was able to

subsequently bring the historically, artistically and national-politically valuable Guelph Treasure to the Reich in addition to many other valuable cultural treasures.

105. A true and accurate copy of this letter is attached as Exhibit 3 hereto, followed by a certified translation.

106. The cast of notorious National Socialists identified in the paragraphs above and arrayed against the Consortium is sobering. First, of course, the draft letter is intended for Hitler himself. Currying favor with the Führer through acquiring the Welfenschatz was the overriding goal. Second, Stuckart had already vetted the plan with the Prime Minister of Prussia—*i.e.*, Goering. Lastly, the financing that had been considered, approved, and planned, came from Schacht, the President of the Reichsbank.

107. For his part, Schacht was no lightweight in the Nazi Party; in addition to his duties as President of the Reichsbank from 1933 to 1939, he was the Reich's Economic Minister from 1934 to 1937, as Germany flouted the Versailles treaty, targeted resources in the Saarland that were supposed to remain neutral, and made every preparation to plunge Europe—and with it the whole world—into war.

108. The letter went on to describe how Stern, and a “Mr. Pilster” would soon appear as “interested parties,” offering intentionally lowball offers of 3 million and 4 million RM—a scheme orchestrated by the “M.P.”, *i.e.* by Prime Minister Goering, quite literally for Hitler. It went on to recommend that the city of Hannover be discouraged from entering into the negotiating picture.

109. The letter closes, “With German greetings and Heil Hitler!”

110. Stuckart thus describes the motive for the acquisition of Welfenschatz: to impress Hitler and his circle, and to do so for a less than market price. The pressure that would allow this to happen is so axiomatic as to be a basic aspect of Nazi Germany: the life and liberty of the Consortium were at stake.

111. For Stuckart himself, he is even more frank. The Welfenschatz is “obviously politically” valuable for Prussia “in its later rise in the Reich.” The stage was thus set, to take advantage of the weakened position of the Consortium by virtue of their persecuted status, to acquire the Welfenschatz for far-below-market price.

112. That process only accelerated as 1934 went on. The National Socialist regime was not content to enact legislation targeting specific policy aims. The Nazis were clear that the real goal was *Gleichschaltung*—the transformation of society itself. Art was at the center of this plan.

113. In 1933, Minister for Propaganda and Education Joseph Goebbels founded the Reich Chamber of Culture (*Reichskulturkammer*)—after first organizing the April 1, 1933 Jewish boycotts. The *Reichskulturkammer* assumed total control over cultural trade, and membership was required to conduct business. Needless to say, Jews were excluded, effectively ending the means of work for any Jewish art dealer in one stroke. Major dealers’ collections were liquidated because they could not legally be sold.

114. Ideologue and “Reichsleiter” Alfred Rosenberg soon got involved as well. Alfred Rosenberg played many roles. He was the editor of the *Völkischer Beobachter*, and he was also the author of the polemical screed *The Myth of the 20th Century* (*Der Mythos des 20. Jahrhunderts*)—second only to Hitler’s *Mein Kampf* in its influence on Nazi racist ideology. Later, he gave his name and direction to the notorious *Einsatzstab Reichsleiter Rosenberg* (ERR) that coordinated the systematic looting of occupied countries, particularly the collections of French Jews (those Jews, of course, were frequently then murdered).

115. Not surprisingly, Alfred Rosenberg was tried as a war criminal at Nuremberg after the war, convicted, and hanged.

116. Alfred Rosenberg’s *Kampfbund für Deutsche Kultur* disrupted auctions at Jewish establishments and drove some to ruin.

117. In an added and ironic tragedy, Jewish art dealers also lost their Jewish customers, whose economic means were being destroyed systematically and comprehensively; there was no money left to buy art.

118. The impact of the Jewish exodus from German economic and cultural life by this time was made clear in a Municipal Memorandum Concerning the Departure from Culture Associations by Jewish Members,” dated February 16, 1934. Rental revenue from Jewish tenants plummeted; the Municipal Theatre in Frankfurt, for example, saw its revenue fall by 100,000 RM; the Museum Society lost 40% of its revenue, the Frankfurt Art Association lost 270 Jewish and 50 non-Jewish members, nearly half of all members together; and the

Staedelsches Kunstinstitut likewise saw its membership drop from 120 to 70. Investment in art fell too.

119. To sum it all up, on December 1933, the Frankfurt city treasurer wrote to Krebs with regard to the current climate:

In the period from 1 March to 31 October 1932, 372 Jewish firms were closed. In the same period of the year 1933, 536 Jewish firms were closed. It is not only the increasing the number closures from 1932 to 1933 that shows the severe economic damage that the city has seen. Rather, it has to be noted that while the earlier closures were also followed by corresponding new applications, there can of course be no question of any significant new registrations in 1933.

120. The local museums, who were mainstay customers of the dealers in the Consortium, fell away too but not for reasons of economic difficulty. Rather, they were subject to new stringent nationalist regulations, characterized by the infamous signs *Kauft nicht beim Juden!*—"Don't buy from Jews!"

121. Because of the anti-Semitic climate, Isaak Rosenbaum and his nephew Saemy Rosenberg, the two co-owners of I. Rosenbaum, gave up, when Saemy Rosenberg had received a warning from a trusted friend and World War I comrade, that he should better "go on a long vacation abroad." They left Germany, and emigrated to Holland. Both were liable for the payment of flight tax in the amount of 25 percent of their total (movable and immovable) assets. A true and accurate copy of the Gestapo memo that memorialized this extortion is attached hereto as Exhibit 4, followed by a certified translation.

122. The owners of the art dealer J. & S. Goldschmidt (also part of the Consortium) were forced by the Reich Chamber of Culture to vacate its premises at Berlin in 1934, where it

had been since 1923 in the Palais Rathenau. J. & S. Goldschmidt had no choice but to move to the back room of the antiques firm of Paul Graupe auction house, as subtenants. Naturally, sales continued to decline precipitously, and the business was de facto closed by 1936, when Julius Falk Goldschmidt and his cousin Arthur fled Germany in July and in November the same year, leaving behind all of their assets.

123. The nephew and designated successor of Z.M. Hackenbroch, Herbert Bier, later described the cataclysm that befell his uncle: “The depression of 1930 and what followed was naturally notable, but the real decline began with the boycott in 1933.” And the lawyer for Hackenbroch’s widow Clementine later added poignantly:

Although, according to a letter from the President of Fine Arts, the deceased husband was allowed to exercise his profession / ... / until 7/31/37, such an exercise of his business amounted to little or nothing in view of the economic damage caused by the general Boycott. Like a still-licensed attorney, a doctor was allowed to operate, but it was known that the Jew was boycotted and was shunned despite official permission from Christians. I was also a “Front Combatant” with an Iron Cross 1st Class, and thus allowed my activity by law. But I had nothing more to do.

124. While “Aryan” companies had suffered just as Jewish businesses had under the global economic crisis, starting in 1933 the former soon got back on its legs thanks to the Nazi regime and, relevantly, prospered from the repression of their Jewish competitors.

Dresdner Bank

125. Dresdner Bank, which became notorious as the “S.S.-bank”, was frequently complicit in one-sided and manipulative taking advantage of other Jewish business owners.

126. On February 9, 1935 Dresdner Bank Director Samuel Ritscher wrote in a file note that Prussian Finance Minister Johannes Popitz (“Popitz”) had asked him to care for the matter of the Welfenschatz. It would fall to him to carry out this transaction together with the art collection of Dresdner Bank, “so the whole thing appears to be together.”

127. The magnitude of this opportunity was apparent to Popitz, who saw the possibility of taking advantage of the Consortium’s condition to acquire the Welfenschatz.

128. Stern described a meeting of the Director of the Schloss Museum with Director Nollstadt (“Nollstadt”) of Dresdner Bank of February 12, 1935: Heilbronner remained in “continuous negotiations” with the Consortium. Nollstadt discussed the importance of conveying the impression to the Consortium that the buyer whom Dresdner Bank represented intended to gift it to the state museums, such that the Consortium would conclude there were no other potential buyers (those very museums being the most obvious candidates otherwise).

129. At the beginning of April, 1935, Otto von Falke, one of the leading and well-known German art experts and co-author to a rare catalog compiled on the Welfenschatz by 1930, viewed the remaining parts of the Welfenschatz. He reported, “that the most beautiful and historically the most outstanding works of art, on which the fame of the Welfenschatz is based, still exist.”

130. On April 6, 1935 Heilbronner reported directly to Director Ritscher that he had been “intensely preoccupied with the matter” for a year and a half. The problem according to Heilbronner, was that Rosenberg and the other members of the Consortium were confident in the

rectitude of the asking price. Heilbronner resolved to convince the Consortium of the fleeting nature of the opportunity—fleeting of course because of the grave peril that the Consortium now faced in the Nazi regime.

131. By the spring of 1935, the exclusion of Jews from the German life had assumed more threatening forms, and had become nearly total. The means by which German art could be sold by Jewish dealers had effectively been eliminated.

132. It is hardly a surprise then, that after two and a half years of pronounced repression and the very real risk that they would lose the entire Welfenschatz, if not more, the Consortium sent word that it might be “willing” to relent from the fair market value of the collection and sell it for 5 million RM—already far below what all involved had acknowledged was its real value. These “deliberations” were, of necessity, coerced and under duress by virtue of the circumstances.

133. On April 10, 1935, Heilbronner spoke again with Ritscher, who told him that Dresdner Bank “in the name of its client,” was authorized to submit a bid of 3.7 million RM for the Welfenschatz.

134. Then, a new issue arose that threatened the intended acquisition of the Welfenschatz, the “solution” to which only underscores the coercive context of the pending transaction.

135. In Herrenhausen bei Hannover (near the City of Hannover, capital of the German federal state Lower-Saxony), a new museum had been planned, and it intended to seek to acquire the Welfenschatz. The basic economics of the effect that this could have had on the negotiations is clear: it presented the possibility that a new, motivated bidder would enter the discussion willing to pay the fair market value, against which Prussia's lowballing would stand no chance in a real negotiation.

136. Dresdner Bank, which was acting on behalf of Prussia and which had also indemnified Heilbronner for his commissions, assured that it would take appropriate action: The "authoritative entities" were to be invited to review the plans at Herrenhausen to ensure that there was no "conflict." In other words, the Nazis made it clear to the museum in Herrenhausen to cease its interest in buying the Welfenschatz fairly.

137. Thus, in one final stroke the Nazi state and its agents stripped away the last chance that the Consortium had to recover the value of its property.

138. After two years of direct persecution, of physical peril to themselves and their family members, and, on information and belief, secure in the knowledge that any effort to escape would result in the certain seizure outright of the Welfenschatz, the Consortium had literally only one option left.

139. Rosenberg submitted an offer valid until May 4, 1935 under the most extreme duress: a sale price of 4.35 million RM.

140. Dresdner Bank, still in its role as the “purchaser,” would not drop the ruse. It claimed that its “client” (*i.e.*, the Nazi state itself) was “traveling” and could not yet respond to the offer, asking for another 16 days to respond. “However,” said the bank, “we believe it should be noted that the margin between the price 3.7 million RM that you rejected, and your current demand, is so great that we fear that our client will not increase his offer.”

141. Additional discussions ensued about the proportion of the sales price that would be paid in cash, and whether in local or foreign currency, and whether in Germany, or elsewhere.

142. On May 17, 1935, Rosenberg made a final offer on behalf of the Consortium. By early June, the negotiations had progressed to the point that the acquisition of the Welfenschatz was considered all but certain, such that Rust, as Reich Minister for Science, Education and Culture, wrote to the Minister of Finance:

It is with great satisfaction that I welcome the repurchase of the Welfenschatz, in connection with the proposed acquisition of the art holdings of the Dresdner Bank. Its recovery for Germany gives the entire action its historic value.

143. During the negotiations, Saemy Rosenberg was staying at the Hotel “Fürstenhof” at Potsdamer Platz in Berlin. At this same time, S.A., Hitler Youth, and non-party members were demonstrating against Jewish shops daily, chanting, “do not buy from Jews!”

144. The same day—Friday, June 14, 1935—when Saemy Rosenberg signed the sales contract in Berlin, apparently in great haste and pushed by his counterparts from Dresdner Bank—he sent a letter to Dresdner Bank when he returned to the hotel, stating that the contract should be regarded as legally valid, even without the other owners having signed it at this point.

Furthermore, he promised to get all of the owners of the Welfenschatz to sign it properly by return.

145. On July 1, 1935, Saemy Rosenberg went to the Kaiser Friedrich Museum in Berlin to view the works of art in the collection, as the incorporation of some existing works had come into the discussion for the Welfenschatz negotiation.

146. A true and accurate copy of both the contract of June 14, 1935, and the letter of Saemy Rosenberg of June 14, 1935, are attached hereto as Exhibit 5 and Exhibit 6, respectively, followed by certified translations.

147. The surviving copy of the contract bears four signatures only: of Saemy Rosenberg, Isaak Rosenbaum, Zacharias Max Hackenbroch and Julius Falk Goldschmidt—the sole owners of the collection.

148. The tactics of the Nazi-Prussian state and of Goering to get possession of the Welfenschatz under “favorable conditions” thus proved successful, accomplished by means of terror and threat, relying on the great imbalance of power of the contracting parties and by pursuing a scheme of grave manipulative negotiation and a cover-up.

149. In mid-July, as the “deal” was being concluded, there were riots on Berlin’s Kurfürstendamm.

150. On July 18, 1935, the Welfenschatz, supervised by director Dr. Schmidt, was carefully packed in Amsterdam for delivery to the Schlossmuseum in Berlin.

151. On July 19, 1935, Dresdner Bank made the requisite payments pursuant to this document.

152. The agreed upon terms and conditions of the contract of June 14, 1935 were to the unique benefit of the buyer, the Nazi state. Moreover, the Consortium was obligated to pay a commission of 100,000 RM to Alfons Heilbronner out of their pockets (which enabled Heilbronner to pay back his debts he had with Dresdner Bank to some extent). After the deduction of that commission, the remaining purchase price of 4.15 million RM was split: 778,125 RM were paid to a “Sperrmark account,” a blocked account with Dresdner Bank. To be offset against the credited money, the art dealers had to accept art objects from the Berlin Museums instead of having access to freely dispose of that money. The received works of art eventually were sold in order to repay the Consortium’s foreign loans. According to Hackenbroch, the selection of the pieces from the museums to be delivered to them, and contrary to prior mutual agreement, was not made by the art dealers, but ultimately by museums’ officials. They were thus forced to accept other items in lieu of payment—not by choice—but at their risk of selling them at appropriate prices (which was of course impossible because of their persecution as Jews).

153. The balance, the amount of 3,371,875 RM, was credited to three different bank accounts of Hackenbroch in Germany.

154. The Consortium used that money to repay the investors, the money lenders from 1929 in full, the receipt of which is confirmed by German tax records. This only diminished further the diluted value for their property that the Consortium realized in this coercive transaction. Thus, the Consortium disposed of the Welfenschatz at a significant loss relative to its market value, when they had no longer had any alternative in Germany to earn a living.

155. By this time, Jews were denied not only to transfer cash abroad legally, but any other receivables of more than 50,000 RM. One of the massive obstacles to emigration was the so-called flight tax on all emigrating nationals who had assets of more than 200,000 RM. While originally intended to discourage emigration in the Great Depression, it was used by the Nazi regime as a means simply to steal what Jews had left as they fled for their lives.

156. Hackenbroch died on August 9, 1937, officially because of cardiac insufficiency.

157. Cleveland Museum of Art director William M. Milliken (“Milliken”) traveled to Germany before the war on a regular basis and had been well acquainted with the art dealers. In his autobiography, he discussed the Consortium and the Welfenschatz.

158. Milliken left no doubt that the very possession of the Welfenschatz by the Consortium, and in particular the decision to sell portions of the collection in America, subjected the Consortium to specific anti-Semitic vitriol.

159. Milliken also relates rumors he had heard about Hackenbroch being “dragged to his death through the streets of Frankfurt by a Nazi mob.”

160. In either event, Hackenbroch's widow was evicted from their house—on what had then been renamed, in the bitterest of ironies, "Hermann Goering Ufer"—two months later so that the Hitler Youth could use it. The last remnants of his gallery inventory came to auction in December, and on December 30, 1937 the firm was deleted from the commercial register and simply ceased to be.

161. Clementine Hackenbroch, the widow of Zacharias, emigrated in the summer of 1938 with her daughter Irene to England. After 52,808 RM for flight tax was extorted from her, and their accounts blocked at Deutsche Securities, and Exchange Bank, she had no other property.

162. Lucie Ruth Hackenbroch (Philipp's mother) came under surveillance of the Gestapo and was herself stripped of her citizenship in humiliating fashion: published under the swastika of the German Reichs Gazette and Prussian Gazette. Almost as an afterthought, it is noted that all those on the list who have been expelled have also had their property seized.

163. Julius Falk Goldschmidt and the other members of that firm tried to continue the company in Berlin, Frankfurt and Amsterdam. He emigrated to London in summer of 1936. His cousin Arthur Goldschmidt was later arrested in Paris, imprisoned in several camps, and emigrated in 1941 to Cuba, and then in 1946 to the United States.

164. Saemy Rosenberg and Isaak Rosenbaum had emigrated by 1935 from Germany. In Amsterdam, the two founded the company Rosenbaum NV, which was "Aryanized" by a German "manager" after the occupation of the Netherlands by Hitler's army in 1940. Saemy

Rosenberg's brother, Siegfried Rosenberg, ran operations in Frankfurt as best he could until 1937, when the company was liquidated and closed. After a further reduction in the Rossmarkt where it had traditionally stood, it moved to a warehouse. On July 11, 1938, this firm too—based in Frankfurt since the mid-19th century—was deleted from the commercial register.

165. Saemy Rosenberg had to pay 47,815 RM in Reich Flight Tax. Isaak Rosenbaum was expelled from Germany and paid 60,000 RM, plus 591.67 RM in interest, to the tax office Frankfurt-Ost.

166. In an indication of what would have befallen Saemy Rosenberg had he and the Consortium failed to capitulate, the coda to his Gestapo file was written on May 2, 1941. In this confidential file memo, Rosenberg, his wife, and his daughter are officially stripped of their citizenship and their property officially seized outright. *See* Exhibit 4. To add insult to injury, Rosenberg is identified on the latter part of the form with “Israel” included in his name, an appellation that the Nazi government compelled all Jewish men to add to their names. *Id.*

167. Isaak Rosenbaum died on October 28, 1936 in Amsterdam.

168. Overall, the firm of I. Rosenberg and/or its owners taxed in the amount of at least 219,497.57 RM, for the sole and exclusive reason that they were Jews.

169. In August 1939 Saemy Rosenberg fled with his wife and child from Amsterdam, the Netherlands, via Mexico to the United States.

The Aftermath

170. In the introduction to the new guide for the Welfenschatz by Otto Kümmel, housed at the Berlin Schlossmuseum in 1936, the matter is put bluntly: “The Welfenschatz was recovered for Germany in the summer of 1935 by the Prussian state government.” The guide thanks Popitz, Rust, and Goering for their particular efforts in “rescuing” the Welfenschatz. The Consortium goes unmentioned.

171. Propaganda films were commissioned to celebrate the acquisition.

172. On October 31, 1935, the *Baltimore Sun* reported that the Welfenschatz was to be given as a “surprise gift” for Hitler (emphasis added):

The bulk of the so-called Guelph Treasure, ***which was purchased by the Prussian Government for \$2,500,000***, will be presented to Adolf Hitler as a “surprise gift,” it was disclosed here tonight.

The treasure includes an important collection of church vessels and sacred relics, richly studded with precious stones. Long owned by the Dukes of Brunswick, the treasure was purchased by a consortium of art dealers and sold to the Prussian government. Gen. Hermann Wilhelm Goering, Premier of Prussia, will preside at the ceremony at which the gift to Hitler will be made.

173. A true and accurate copy of this article is attached hereto as Exhibit 7. At the exchange rate of the day, the reported purchase price of \$2,500,000, apparently being revealed to journalists at that time by Nazi propaganda, would have been worth approximately 6-7 million RM—far more than what the Consortium actually was paid (before being further extorted for those proceeds).

174. During the Second World War, the Welfenschatz was housed in the Berlin museums, and later shipped out of the city to be saved from destruction and robbery as the war turned against Germany. After the war, it was seized by U.S. troops, then handed over in trust to the State of Hesse.

175. The end of the war brought important changes for Prussian institutions like the Berlin museums. Prussia had been long blamed for Germany's militarism in connection with two world wars.

176. After the war, the Allies had seen enough. By joint act in 1945, the *Freistaat Preussen* was officially dissolved.

177. The SPK was created for the purpose, *inter alia*, of succeeding to all of Prussia's rights in cultural property—including Prussia's wrongfully acquired possession of the Welfenschatz.

178. It is noteworthy that even the previous owner of the Welfenschatz up to 1929, the Duke of Brunswick-Lüneburg, later on, in the 1960s, claimed that the SPK, because of the tainted sale of 1935, was not to be legally entitled to the collection, but the art dealers were.

The Sale of the Welfenschatz Under Duress in 1935 was a Taking of Property in Violation of International Law

179. Since World War II, a presumption of international law has been that any sale of property by a Jew in Nazi Germany or any country occupied by Nazi Germany carries a presumption of duress and thus entitled to restitution.

180. This is for the basic reason, as demonstrated by the foregoing, that no Jewish citizen or resident of Germany could possibly have entered into an arms'-length transaction with the Nazi state itself.

181. In addition, the Consortium faced specific threats of violence and, on information and belief, surveillance and intimidation by the Gestapo.

182. Altogether, the economic and physical threats faced by the members of the Consortium made the 1935 sale a transaction under duress, and thus void. Viewed conversely, the 1935 transaction would be valid only if Jews in 1935, in Germany, under economic and physical peril, were free to make an arms'-length bargain with the Nazi state itself. Only to state the premise is to reveal its absurdity, and the invalidity of the 1935 transaction.

183. According to international principles of law, German law—German Civil Code (“BGB”) included—the tainted and voidable acquisition of the Welfenschatz by the Nazi Prussian State in 1935 did not convey good title to Germany and SPK.

184. A bona fide acquisition of unlawfully expropriated or otherwise lost cultural goods according to § 935 BGB is prohibited within the Common law legal system—according to the *nemo dat quod non habet* principle as well as with the codified German Civil Law, according to § 935 BGB.

185. If the res in question has been stolen or lost, then bona fide acquisition according to § 932 BGB et seq. is not available (§ 935 BGB). The idea behind this limitation is that the

owner has not parted with his direct possession deliberately, so that a third person shall not have the benefit of the appearance of entitlement through possession under such circumstances.

186. Any sale by the victims of the Nazi regime after January 30, 1933 that were under duress are void, with effect *ex tunc* within the meaning of § 138 BGB. This is because, *inter alia*, the transaction would not have been conducted absent the coercive rule of National Socialism. Any acquisition of such cultural objects cannot be considered a bona fide purchase in accordance with § 935 BGB.

187. Such objects whose sale is to be regarded as void under § 138 BGB, fall under the category of § 935 para. 1 BGB and apply as “lost” under German law.

188. As a result, any claimant, whose claim meets the aforementioned requirements, generally speaking, has a claim for restitution, according to § 985 BGB.

The Sham Process by the Limbach Commission, and Germany’s Refusal to Honor its International Commitments to Victims of Nazi Looting Constitutes a Second Taking in Violation of International Law

189. In 1998, the United States Department of State organized and hosted the Washington Conference on Holocaust Era-Assets (the “Washington Conference”).

190. The Washington Conference resulted in what have become known as the Washington Conference Principles on Nazi-Confiscated Art. Germany was a key participant, along with Austria, France, the United States, and dozens of other nations. The Washington Principles state:

In developing a consensus on non-binding principles to assist in resolving issues relating to Nazi-confiscated art, the Conference recognizes that among participating nations there are differing legal systems and that countries act within the context of their own laws.

- 1) Art that had been confiscated by the Nazis and not subsequently restituted should be identified.
- 2) Relevant records and archives should be open and accessible to researchers, in accordance with the guidelines of the International Council on Archives.
- 3) Resources and personnel should be made available to facilitate the identification of all art that had been confiscated by the Nazis and not subsequently restituted.
- 4) In establishing that a work of art had been confiscated by the Nazis and not subsequently restituted, consideration should be given to unavoidable gaps or ambiguities in the provenance in light of the passage of time and the circumstances of the Holocaust era.
- 5) Every effort should be made to publicize art that is found to have been confiscated by the Nazis and not subsequently restituted in order to locate its pre-War owners or their heirs.
- 6) Efforts should be made to establish a central registry of such information.
- 7) Pre-War owners and their heirs should be encouraged to come forward and make known their claims to art that was confiscated by the Nazis and not subsequently restituted.
- 8) If the pre-War owners of art that is found to have been confiscated by the Nazis and not subsequently restituted, or their heirs, can be identified, steps should be taken expeditiously to achieve a just and fair solution, recognizing this may vary according to the facts and circumstances surrounding a specific case.
- 9) If the pre-War owners of art that is found to have been confiscated by the Nazis, or their heirs, can not be identified, steps should be taken expeditiously to achieve a just and fair solution.
- 10) Commissions or other bodies established to identify art that was confiscated by the Nazis and to assist in addressing ownership issues should have a balanced membership.
- 11) Nations are encouraged to develop national processes to implement these principles, particularly as they relate to alternative dispute resolution mechanisms for resolving ownership issues.

191. The restitution encouraged by the Washington Principles is, and has been for more than 15 years, the foreign policy of the United States. The United States Supreme Court, as well as the Courts of Appeal of the United States, have recognized that proceedings in furtherance of that goal such as this one are entirely consistent with that policy.

192. In addition, Germany is a signatory to the Washington Principles. On December 9, 1999, the Federal Republic itself, the 16 *Länder*, and the association of local authorities issued a declaration of adherence to the Washington Principles, entitled the “*Erklärung der Bundesregierung, der Länder und der kommunalen Spitzenverbände zur Auffindung und zur Rückgabe NS-verfolgungsbedingt entzogenen Kulturgutes, insbesondere aus jüdischem Besitz*” vom 9. Dezember 1999 (the “Collective Declaration”).

193. The Collective Declaration commits to the restitution of Nazi-looted artworks, notwithstanding any other wartime claims compensation or restitution by Germany or the Allies and, consistent with postwar Allied Military Government law, without distinguishing according to whether or not Nazi-looted assets had been robbed, stolen, confiscated, or had been sold under duress or by pseudo-legal transaction.

194. In 2009, the Czech Republic hosted a follow-up to the Washington Conference (the “Prague Conference”). Representatives of some 49 countries, most of which were affected by Nazi crimes during World War II, and nearly two dozen NGOs were invited to attend. The Conference focused on immovable (real) property, Nazi-looted art, Holocaust education and remembrance, archival access, and the recovery of Judaica. In addition, there was a session on

the social welfare needs of survivors of Nazi persecution, an issue of great importance to the United States.

195. The Prague Conference resulted in the Terezin Declaration, which states, with respect to Nazi-stolen art:

Recognizing that art and cultural property of victims of the Holocaust (Shoah) and other victims of Nazi persecution was confiscated, sequestered and spoliated, by the Nazis, the Fascists and their collaborators through various means including theft, coercion and confiscation, and on grounds of relinquishment as well as forced sales and sales under duress, during the Holocaust era between 1933-45 and as an immediate consequence, and

Recalling the Washington Conference Principles on Nazi-Confiscated Art as endorsed at the Washington Conference of 1998, which enumerated a set of voluntary commitments for governments that were based upon the moral principle that art and cultural property confiscated by the Nazis from Holocaust (Shoah) victims should be returned to them or their heirs, in a manner consistent with national laws and regulations as well as international obligations, in order to achieve just and fair solutions,

- 1) We reaffirm our support of the Washington Conference Principles on Nazi-Confiscated Art and we encourage all parties including public and private institutions and individuals to apply them as well,
- 2) In particular, recognizing that restitution cannot be accomplished without knowledge of potentially looted art and cultural property, we stress the importance for all stakeholders to continue and support intensified systematic provenance research, with due regard to legislation, in both public and private archives, and where relevant to make the results of this research, including ongoing updates, available via the internet, with due regard to privacy rules and regulations. Where it has not already been done, we also recommend the establishment of mechanisms to assist claimants and others in their efforts,
- 3) Keeping in mind the Washington Conference Principles on Nazi-Confiscated Art, and considering the experience acquired since the Washington Conference, we urge all stakeholders to ensure that their legal systems or alternative processes, while taking into account the different legal traditions, facilitate just and fair solutions with regard to Nazi-confiscated and looted art, and to make certain that claims to recover such art are resolved expeditiously and based on the facts and merits of the claims and all the relevant documents submitted by all parties. Governments should consider all relevant issues when applying various legal provisions that may impede the restitution of art and

cultural property, in order to achieve just and fair solutions, as well as alternative dispute resolution, where appropriate under law.

196. Pursuant to the Washington Principles, the Terezin Declaration, United States law, German law, and international law, the 1935 sale of the Welfenschatz was not an arms'-length transaction and must be considered a transfer of property under duress, a transfer that could not have passed, and that did not pass legitimate title to the SPK.

197. Pursuant to the Washington Principles, the Terezin Declaration, United States law, German law, and international law, Germany has committed to address victims of art looting in a fair and equitable manner.

198. Germany itself has acknowledged these principles—but only when it suits. In 2003, Germany created the “German Advisory Commission for the Return of Cultural Property Seized as a Result of Nazi Persecution, Especially Jewish Property,” (*Die Beratende Kommission für die Rückgabe NS-verfolgungsbedingt entzogener Kulturgüter, insbesondere aus jüdischem Besitz*) better known as the “Limbach Commission” for its presiding member, former German Supreme Constitutional Court judge Jutta Limbach (“Limbach” or the “Advisory Commission”). The Advisory Commission is a non-binding mediation that issues recommendations to German state museums, but its decisions have no preclusive effect.

199. In one of its first decisions, Limbach considered a claim for restitution from the collection of Julius and Clara Freund, German Jews who were persecuted as such. After Julius died in his British exile in 1941, Clara sold their collection in desperation in Switzerland. Both the owner and the artwork were outside of Nazi Germany (United Kingdom and Switzerland), a

far more secure place than Amsterdam in 1935, and they were paid a near-market price. Yet the larger picture was clear, and the Limbach Commission recommended restitution for a collection that was clearly sold under duress.

200. Austria also has a commission for the restitution of Nazi-looted art, and is bound by the same principles. By way of example, Austria restituted 177 botanical drawings and prints to the heirs of Dr. Ernst Moritz Kronfeld in 2014. Even though the commission could not determine with certainty how the prints had passed from Kronfeld to Baldur von Schirach, another high-level Nazi and Gauleiter of Vienna, the point was that in such a case it does not really matter:

These questions can be left open, because the sale by either Dr. Kronfeld or his widow would have been sales by persons in a persecuted group, and would also be void as an appropriation. . . .

201. Germany has a unique historical responsibility to victims of the Holocaust, which it has gone to great lengths to accept in other contexts.

202. The attitude towards looted artworks in German museums remains, regrettably, an exception to Germany's otherwise laudable approach to confronting history.

203. Despite the creation of the Advisory Commission, despite the Collective Declaration and other measures ostensibly pursuant to the Washington Principles, Germany today still has no coherent policy towards victims of Nazi-looted art.

204. The World Jewish Congress and other victims' representatives, groups and non-governmental organizations ("NGOs"), share this view and have repeatedly expressed their concern about it.

205. At best, the Advisory Commission serves as a non-binding mediation process. German museums are not obliged to accept its recommendations, and the Advisory Commission itself is not actually independent. It is not an arbitration, and it does not adjudicate rights in property.

206. At worst, Germany portrays the Advisory Commission as a *solution* to this inadequacy, to give cover to the idea that Germany is in compliance with the Washington Principles.

207. The international scandal of the Cornelius Gurlitt ("Gurlitt") affair beginning in 2013 has given the lie to this notion. Gurlitt's father Hildebrand was an art dealer authorized in the Nazi state to buy and sell so called "degenerate art," which was considered contraband in the hands of anyone else.

208. In 2013 it was revealed that Germany had seized approximately 1,280 works of art from Cornelius Gurlitt as part of a tax investigation on suspicion that it was looted.

209. Since that time (the revelation itself by a newspaper was nearly two years after the artwork was found and held in secret), Germany has failed to adopt any new policies or laws.

The State of Bavaria reached a private agreement with Cornelius Gurlitt shortly before he died in May, 2014, an agreement whose terms have still never been revealed.

210. That agreement appointed a Task Force to examine the Gurlitt collection, but Germany has not even followed the public recommendations of that Task Force. Instead, it has continued to resist restitution even of artworks that the Task Force recommended be restituted.

211. A November, 2014 agreement with the named heir of Gurlitt, the Kunstmuseum Bern in Switzerland, has provided the public with some information, but the process remains opaque notwithstanding the self-congratulatory publicity that surrounded it. To this day, only a handful of objects have been identified to be restituted, and on information and belief, none have been.

212. Worse, the chairwoman of the Advisory Commission herself took the occasion to argue that *German museums* are the victims in the whole affair. This episode is telling on the perspective of German authorities to looted art: Jewish victims can wait, but German museums should be made whole.

213. In the absence of meaningful recourse, but in an interest to reach agreement on the Welfenschatz, the plaintiffs submitted their claim to the Advisory Commission and presented conclusive evidence of the foregoing aspects of early Nazi terror and duress.

214. Despite these internationally accepted principles and precedents (among many others), the Advisory Commission failed to recommend the restitution of the Welfenschatz.

215. In what was, on information and belief, a politically-motivated decision—ironically a desire to “save the Welfenschatz” that mirrors the one that animated its plunder 70 years ago—the Advisory Commission turned a blind eye to the desperate circumstances of the Consortium, and to the active manipulation and interference by the highest levels of the Prussian-Nazi state.

216. Most importantly, the Advisory Commission accepted the persecution of the Consortium as fact, but ignored the governing presumption of law—that as Jews, any sale was under duress. The SPK presented *no evidence to the contrary* to rebut the internationally—recognized presumption of duress.

217. The Advisory Commission acknowledged that the art dealers were persecutees, and as such, were subject to a hostile market environment that pervaded the Reich at that time. More particularly, the Advisory Commission heard from five experts who established the context surrounding the sale at issue by showing (i) the actual market value of the collection in 1935; 11.6 Million RM; (ii) the law applicable to the sale; (iii) the historical background which supports the claim that the sale in issue was coercive and made under duress—and certainly cannot be characterized as one governed by free will and free choice in an open market; and (iv) the art dealers were the sole owners of the collection.

218. Neither the qualifications nor credibility of these experts were challenged. As such, the SPK did not carry its burden of showing why these experts should not be accepted nor rebuts their conclusions.

219. The experts in the Welfenschatz case have devoted their academic careers to studying and understanding this period and have gained an insight that is unchallenged.

220. Nonetheless, the Advisory Commission did not incorporate the uncontested findings of these experts into the recommendation, issued on March 20, 2014. This challenges the important role and assistance they contributed to the process, a role that should be encouraged. Ignoring the experts entirely in an otherwise detailed opinion undermines the credibility of the report by the Advisory Commission. It also leaves future claimants to wonder how claims are to be supported so that the Advisory Commission can reach reasoned and non-arbitrary results.

221. It also is telling that, having had ample time to gather its own evidence to rebut this expert testimony, the SPK before the Advisory Commission neither challenged these experts nor offered their own expert testimony. Put another way, *the SPK could not produce anyone who could testify to the fairness of this transaction*. Indeed, to the contrary, the SPK accepted the qualifications and testimony of the plaintiffs' experts.

222. Moreover, the defendants are likely the custodians of additional relevant documents, but failed to produce them in the course of the Advisory Commission's work. These documents likely include further correspondence among Nazi functionaries, Gestapo files, and photographic evidence. These have been concealed from the plaintiffs.

223. Under these circumstances, this testimony must be given some weight which must form part of its decision if that decision is to be seen as reasoned and consistent with established principles of law, *e.g.*, § 286 Abs. 1 ZPO (German Civil Code of Procedure).

224. The recommendation against restitution of the Welfenschatz was also inconsistent with other prior decisions of the Advisory Commission.

225. As referenced above, in the Freund case the Advisory Commission held that victims of Nazi persecution, financially strained, who had long since fled Nazi Germany with their art collection and sold it in Switzerland, should nevertheless recover their paintings, even though both the paintings and the people were abroad and a fair price was paid.

226. By contrast, in the Welfenschatz case, the victims of Nazi persecution were still in Germany at the time of the coerced sale. They were Jews living under dire conditions under the swastika. They were forced to experience the destruction of their livelihoods through sanctions by the Nazi state, which was engineering a retaking of the Welfenschatz. The expert opinions overwhelmingly support this conclusion.

227. The recommendation by the Advisory Commission lacks any explanation as to why the Panel—consistent with their previous assumptions and approved standards of review—excludes and denies a fair and just resolution in the Welfenschatz case, in accordance with their own established standards.

228. The SPK and Germany refuse to provide justice to the plaintiffs, based on what must be seen as questionable findings by the Advisory Commission, obtained in a questionable, non-binding proceeding, using questionable standards.

229. On information and belief, the answer is in fact very simple: the German government simply does not wish to relinquish the Welfenschatz, no matter how ill-gotten it is.

230. In so doing, Germany has turned its back on its historic responsibility. This is particularly disappointing given Germany's decades-long and admirable confrontation with its wartime past. Sadly, Nazi-looted art in German state institutions remains a blind spot and justice is not served.

CAUSES OF ACTION

Count I—Declaratory Relief

231. The Plaintiffs restate and incorporate by reference the allegations in Paragraphs 1-230 as though fully set forth herein.

232. An actual case or controversy has arisen between and among the Plaintiffs, the SPK, and Germany, as to the ownership of the Welfenschatz.

233. The Defendants have wrongfully detained the Welfenschatz and have refused to provide restitution to the Plaintiffs.

234. Plaintiffs are entitled to a declaratory judgment decreeing that they are the owners of the Welfenschatz and directing the Defendants to return the Welfenschatz to the Plaintiffs.

235. Plaintiffs are further entitled to a declaratory judgment decreeing that their right, title, and ownership in the Welfenschatz is superior to any held by either the SPK, Germany, or both.

Count II—Replevin

236. The Plaintiffs restate and incorporate by reference the allegations in Paragraphs 1-235 as though fully set forth herein.

237. The defendants have deprived the plaintiffs of their rightful property, the Welfenschatz.

238. The plaintiffs are entitled to the replevin of the Welfenschatz in the possession of the SPK.

Count III—Conversion

239. The Plaintiffs restate and incorporate by reference the allegations in Paragraphs 1-238 as though fully set forth herein.

240. The Welfenschatz is the rightful property of the plaintiffs, as heirs and/or successors in interest of the Consortium.

241. The SPK and Germany exercise unlawful control and dominion over the plaintiffs' property: the Welfenschatz.

242. Despite lawful demand for the return of the Welfenschatz, defendants SPK and Germany have refused to return the plaintiffs' property.

243. Plaintiffs have been damaged by the defendants' conversion in an amount to be determined at trial, but in any event not less than the value of the Welfenschatz, which by conservative estimates exceeds \$250,000,000.

Count IV—Unjust Enrichment

244. The Plaintiffs restate and incorporate by reference the allegations in Paragraphs 1-243 as though fully set forth herein.

245. The SPK has wrongfully possessed the Welfenschatz for decades.

246. The SPK has used the Welfenschatz in commerce as a significant attraction and source of revenue.

247. The SPK's use of the Welfenschatz in this manner has unjustly enriched the SPK and Germany.

248. The SPK should disgorge to the plaintiffs the amounts by which it has been unjustly enriched, in an amount to be determined at trial.

Count V—Fraud in the Inducement

249. The Plaintiffs restate and incorporate by reference the allegations in Paragraphs 1-248 as though fully set forth herein.

250. The negotiations leading to the “sale” of the Welfenschatz were a sham orchestrated by the Prussian government and high-ranking Nazis through the Dresdner Bank.

251. The representations that led to the execution of the 1935 contract, including but not limited to the existence of other interested buyers and the true identity of the party in interest—the Nazi state—were knowingly false when made.

252. The Consortium reasonably relied on those false statements to their detriment.

253. As a result of the fraud perpetrated by the Prussian government and the Dresdner Bank, the Consortium was damaged.

254. As a remedy for the fraud in the inducement, the plaintiffs, as successors in interest to the Consortium, are entitled to rescission of the 1935 contract and to the return of the Welfenschatz in its entirety from the defendants, the successors in interest to Prussia and the German Reich.

Count VI—Breach of Fiduciary Duty

255. The Plaintiffs restate and incorporate by reference the allegations in Paragraphs 1-254 as though fully set forth herein.

256. As a result of the inequitable and genocidal conduct of the defendants' predecessors-in-interest, the Consortium was deprived of its property.

257. When Nazi Germany was defeated, the defendants succeeded to the interests of Prussia and Nazi Germany.

258. By virtue of the political reorganization of Germany, Germany's international commitments, the Washington Principles, the Terezin Declaration, and/or the Collective Declaration, a trust—express, implied, or constructive—arose for the benefit of the Consortium and its heirs and/or successors in interest: the plaintiffs.

259. As trustees of that trust, the defendants owe the plaintiffs a duty of absolute good faith and against self-dealing,

260. The defendants have breached that fiduciary duty by refusing to restitute the Welfenschatz to the plaintiffs and by otherwise enriching themselves at the plaintiffs' expense through the use of trust property.

261. The plaintiffs have been damaged by the defendants' breach of fiduciary duty in an amount to be determined at trial, but in any event not less than the value of the Welfenschatz, which by conservative estimates exceeds \$250,000,000.

Count VII—Breach of the Covenant of Good Faith and Fair Dealing

262. The Plaintiffs restate and incorporate by reference the allegations in Paragraphs 1-261 as though fully set forth herein.

263. The 1935 agreement constituted an enforceable contract.

264. Every contract has an implied term of good faith and fair dealing.

265. Throughout the negotiations leading to the “sale,” the state of Prussia—of which the SPK is the direct successor—and the German Reich—of which Germany is the successor—were engaged in coercive efforts to eliminate competition and any possibility of an arms’-length transaction.

266. These actions, combined with the pretense of a straw man through the Dresdner Bank, violate the covenant of good faith and fair dealing.

267. As a result of this violation of the good faith and fair dealing by the defendants’ predecessors-in-interest, the Consortium was damaged. By extension, the plaintiffs, as the Consortium’s successors in interest, have been damaged in an amount to be determined at trial, but in any event not less than the value of the Welfenschatz, which by conservative estimates exceeds \$250,000,000.

Count VIII—Civil Conspiracy

268. The Plaintiffs restate and incorporate by reference the allegations in Paragraphs 1-267 as though fully set forth herein.

269. Prussia and Germany conspired to deprive the Consortium of the benefits and protections of the Welfenschatz in and before 1935.

270. Since 1935, the SPK and Germany have, at various times, conspired to deprive the plaintiffs of the benefits and protections of the Welfenschatz.

271. This conspiracy was conducted for an illegal purpose—including but not limited to the concealment of the real facts surrounding the acquisition of the Welfenschatz and through illegal means—the indisputable horrors of Nazi Germany.

272. The defendants, as the legal successors to the original conspirators, have continued that conspiracy to this day.

273. By virtue of this conspiracy, the plaintiffs have been damaged in an amount to be determined at trial, but in any event not less than the value of the Welfenschatz, which by conservative estimates exceeds \$250,000,000.

Count IX—Bailment

274. The Plaintiffs restate and incorporate by reference the allegations in Paragraphs 1-273 as though fully set forth herein.

275. For decades after the war, the true facts of the conspiracy behind the plot to acquire the Welfenschatz for Hitler were unknowable.

276. Since the revelation of long secret documents, the plaintiffs have been engaged in negotiations with the SPK concerning the restitution of the Welfenschatz.

277. As a result of those negotiations, an implied bailment arose pending resolution of the dispute over title to the Welfenschatz.

278. After negotiations failed, the plaintiffs demanded the return of the Welfenschatz in 2014 and the SPK refused.

279. As a result of the defendants' breach of this implied bailment, the plaintiffs have been damaged in an amount to be determined at trial, but in any event not less than the value of the Welfenschatz, which by conservative estimates exceeds \$250,000,000.

Count X—Tortious Interference

280. The Plaintiffs restate and incorporate by reference the allegations in Paragraphs 1-279 as though fully set forth herein.

281. The Consortium had prospective contracts for the sale of the Welfenschatz with private buyers in Berlin and Hannover, among others.

282. The State of Prussia and Germany know of those prospective contracts.

283. The State of Prussia and Germany interfered with those prospective relationships for wrongful motives—anti-Semitism—and through wrongful means—the violent and dangerous treatment of Jews in Nazi Germany.

284. The current defendants are the successors in interest to the State of Prussia and Nazi Germany with regard to the foregoing.

285. As a result of the foregoing tortious interference, the plaintiffs have been damaged in an amount to be determined at trial, but in any event not less than the value of the Welfenschatz, which by conservative estimates exceeds \$250,000,000.

PRAYERS FOR RELIEF

WHEREFORE, the plaintiffs respectfully request that the Court:

- A) Enter judgment on all counts in favor of the plaintiffs; and
- B) Order the defendants to return the objects known as the Welfenschatz to the plaintiffs forthwith; and/or
- C) Order the defendants to pay the plaintiffs a sum of \$250,000,000 or such higher amount as the Court deems just; and
- D) Order the defendants to pay the plaintiffs their reasonable attorneys' fees; and
- E) Enter such other and further relief as is just and proper under the circumstances.

February 23, 2015

SULLIVAN & WORCESTER LLP

/s/ Nicholas M. O'Donnell

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Markus H. Stötzel, Rechtsanwalt

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Of counsel for plaintiffs

EXHIBIT 1

Abschrift.

und Z. 2. 20/2

Z w i s c h e n

der Obersten Verwaltung des Gesamthauses Braunschweig-Lüneburg
(im folgenden „Verkäufer“ genannt),

einerseits,

u n d

den Antiquitätenhändlern:

- | | | |
|--------------------------|---|-----------------------|
| (1) J. & S. Goldschmidt, |) | |
| (2) Z. M. Hackenbroch, |) | zu Frankfurt am Main, |
| (3) J. Rosenbaum |) | |

(im folgenden „Käufer“ genannt),

andererseits,

wird folgender

V e r t r a g

geschlossen:

§ 1.

Käufer erwerben von dem Verkäufer den sogenannten Welfenschatz bestehend aus 62 Stücken, wie er in dem Werke von W.A. Neumann, Reliquienschatz des Hauses Braunschweig-Lüneburg, Wien Verlag Hölder 1891, beschrieben ist und sich zur Zeit in der Bank in Aarau (Schweiz) befindet, unter der Bedingung, daß bis zum 31. Dezember 1929 eine verbindliche Erklärung der zuständigen Stellen vorliegt, Gegenstände aus dem Welfenschatz, die nach Deutschland gebracht werden, solange einem Ausfuhrverbot nicht zu unterwerfen, als sie sich im Besitze des Verkäufers oder der Käufer befinden. - Käufer sind jedoch berech-

tigt,

- 2 -

ligt, bis zum 31. Dezember 1929 auf diese Bedingung zu verzichten.

Dem Käufer ist bekannt, daß dem Bundesstaate Österreich ein Vorkaufsrecht an dem Schatze zusteht, welches binnen 14 Tagen nach Einlangen der offiziellen Verständigung von dem Verkauf beim Bundesministerium für Unterricht ausgeübt werden muß.

Jede Mängelhaftung des Verkäufers ist ausgeschlossen.

§ 2.

Der Kaufpreis setzt sich zusammen:

(a) aus einer festen Summe von 7.5 Millionen RM. (i. W. sieben Millionen fünfhunderttausend Reichsmark), die in folgender Weise zu zahlen ist:

3.000.000 RM bei Übergabe der Sammlung;
2.250.000 RM sechs Monate nach der Übergabe;
1.125.000 RM neun Monate nach der Übergabe;
1.125.000 RM zwölf Monate nach der Übergabe.

Der Kaufpreis ist, soweit er nicht bei Übergabe bar entrichtet wird, mit 8% zu verzinsen. Die aufgelaufenen Zinsen sind zusammen mit der jeweiligen Ratenzahlung zu leisten.

(b) Aus einer Gewinnbeteiligung in folgender Weise:

Bei

- 3 -

Bei einem Nutzen, den die Käufer über den Einstandspreis von 7,5 Millionen RM bei einem Weiterverkauf bis zum Betrage von 1,5 Millionen RM erzielen, beträgt die Gewinnbeteiligung des Verkäufers $33 \frac{1}{3} \%$. An jedem darüber hinausgehenden Nutzen beträgt die Gewinnbeteiligung des Verkäufers 25 %. Keinesfalls darf jedoch die hiernach zu errechnende Gewinnbeteiligung des Verkäufers zuzüglich der ihm auf den festen Kaufpreis zu zahlenden 8 % Zinsen, mehr als 40 % des Gesamtnutzens betragen, den die Käufer beim Weiterverkauf erzielen.

Als Nutzen gilt jeder Nutzen, den Käufer beim Weiterverkauf erzielen, insbesondere z.B. auch derjenige Nutzen, der ihnen aus einem Weiterverkauf mit einer Gewinnbeteiligung zufließt. In diesem Falle ist Nutzen außer dem Kaufpreis auch das, was Käufer aus dieser Gewinnbeteiligung erhalten.

Bei der Feststellung des Gewinnes bleiben Zinsen auf das von den Käufern investierte Kapital außer Ansatz.

Wenn die Käufer andere Personen an dem Geschäft als Ganzem beteiligen, so ist der Gewinn für den Verkäufer so zu berechnen, als wären diese Personen von Anfang an mit als Käufer beteiligt.

Die Käufer werden dem ~~KÄUFER~~ Verkäufer über die von ihnen zur Abwicklung des Geschäfts abgeschlossenen Weiterverkäufe zwecks Feststellung seiner Gewinnanteile vierteljährlich Mitteilung machen. Die Auszahlung der Gewinnantei-

- 4 -

le beginnt, sobald die Käufer in den Besitz des Einstandspreises von 7,5 Millionen RM. gelangt sind, und erfolgt je nach Eingang.

Mit Rücksicht auf die dem Verkäufer eingeräumte Gewinnbeteiligung wird ausdrücklich vereinbart, daß Käufer nicht berechtigt sind, die gekauften Gegenstände ganz oder teilweise selber zu behalten, daß sie vielmehr verpflichtet sind, sich in jeder Weise um einen Verkauf zu bemühen.

§ 3.

Verkäufer ist bereits bemüht um einen Verkauf an amtliche deutsche Reichs- oder Staatsstellen und Stadtverwaltungen. Sollte dieser Verkauf zu einem Gesamtverkauf bis zum Ende der 1929 führen, so ist Verkäufer berechtigt, von dem Erlöse zurückzutreten. Er hat in diesem Falle an Käufer ein Reugeld von mindestens einer Million RM zu bezahlen. Dieses Reugeld erhöht sich, soweit der Erlös 12,5 Millionen RM übersteigt, um 20% des über 12,5 Millionen RM erzielten Mehrerlöses bis zum Höchstbetrage von 1,5 Millionen RM. Dieses Reugeld ist zu zahlen, nachdem Verkäufer von dem neuen Käufer die Hälfte des Kaufpreises erhalten hat, spätestens jedoch bis zum 31. Dezember 1930.

Dieses Rücktrittsrecht gegen Zahlung des vorbezeichneten Reugeldes steht dem Verkäufer auch für den Fall zu, daß eine andere bereits eingeleitete Aktion, die einen Gesamtverkauf des Schatzes bezweckt, zum Ziele führt.

§ 4.

- 5 -

§ 4.

Sollte bis zum 31. Dezember 1929 in Deutschland, England, Frankreich oder Italien oder in den Vereinigten Staaten eine Revolution ausbrechen oder eines dieser Länder in einen Krieg verwickelt werden, so sind Käufer berechtigt, von dem Vertrage zurückzutreten.

§ 5.

Macht keine der Parteien von ihrem in diesem Vertrage vorgesehenen Rücktrittsrecht Gebrauch, so hat die Übergabe der Sammlung bis 15. Januar 1930 zu erfolgen. Die Gefahr geht mit der Übergabe auf die Käufer über. Gleichzeitig mit der Übergabe werden Käufer zusammen mit dem anzuzahlenden Teil des Kaufpreises dem Verkäufer eine Bankgarantie in Höhe von 4.500.000 RM übergeben. Käufer sind hierbei berechtigt, verschiedene Teilgarantien beizubringen. Käufer werden dem Verkäufer bis zum 15. Dezember 1929 mitteilen, wer diese Bankgarantien gibt. Der Verkäufer hat das Recht, Bankgarantien zurückzuweisen, die ihm nicht genügend Sicherheit bieten.

§ 6.

Um einen Verkauf vorbereiten zu können, wird Verkäufer baldmöglichst nach Unterzeichnung dieses Vertrages das nachstehend verzeichnete Katalogmaterial des Welfenschatzes den Käufern überlassen:

1.

- 6 -

1. Inventarium des Reliquienschatzes von 1482. Beglaubigte Abschrift des im Landes-Hauptarchiv zu Wolfenbüttel liegenden Manuskriptes.
2. Deckers P.: 86 lithographierte Farbentafeln des Reliquienschatzes, um 1863. 3 Exemplare.
3. Neumann W.A.: Der Reliquienschatz des Hauses Braunschweig-Lüneburg. Wien: A. Hölder 1891. 50 Exemplare.

Außerdem überläßt der Verkäufer den Käufern zu demselben Zwecke leihweise gegen Empfangsbescheinigung nachstehende Werke aus der Königlichen Ernst August-Fideikommiß-Bibliothek in Gmunden:

1. Molanus, Gerhard, Lipsanographie sive Thesaurus reliquiarum electoralis Brunsvico-Luneburgicus. 1762.
2. Origines Guelphicae herausgegeben von Ch. L. Saxe. Band 2. 3. Hannover 1751. 1752.
3. Reissel, St.: Der Reliquienschatz des Hauses Braunschweig-Lüneburg (Stimmen aus Maria-Lausch 1891 Heft 5).
4. Adamy, R.: Der Reliquienschatz des Hauses Braunschweig-Lüneburg und seine Beziehungen zum Darmstädter Museum 1892.
5. Klopff, O.: Der Reliquienschatz des Hauses Braunschweig-Lüneburg. Manuscript 21 S.

Bei Rücktritt einer der beiden Parteien wird das gesamte Material dem Verkäufer zurückgegeben.

- 7 -

§ 7.

Sollten aus diesem Vertrage Streitigkeiten zwischen den Parteien entstehen, so sollen sie durch ein Schiedsgericht entschieden werden. Für dieses Schiedsgericht ernannt jede Partei einen Schiedsrichter. Die Schiedsrichter ernennen ihrerseits einen Obmann. Sollten sich die Schiedsrichter über die Person des Obmannes nicht einigen können, so soll der Präsident des Reichsgerichts in Leipzig um die Ernennung eines Obmannes gebeten werden. - Im übrigen finden auf dieses Schiedsgericht die Vorschriften der deutschen Zivilprozeßordnung Anwendung.

den, am 1. October 1923.

Oberste Verwaltung
des Gesamtkauses
Münster, i. d. Ebnung.

Dr. Knoch, gez. H. Baer.

gez. J. S. Goldschmidt.

gez. Z. W. Jackenbroch.

gez. J. Rosenbaum.

[illegible]

C o p y

The Upper Administration of the House of Brunswick-Lüneburg
(hereinafter referred to as “seller”),

on one side,

and

the antiquities dealers:

- | | | |
|--------------------------|---|-----------------------|
| (1) J. & S. Goldschmidt, |) | |
| |) | |
| (2) Z. M. Hackenbroch, |) | of Frankfurt am Main, |
| |) | |
| (3) J. Rosenbaum |) | |

(hereinafter referred to as the “buyers”),

on the other side,

have concluded the following

A g r e e m e n t:

§ 1.

The buyers will acquire from the seller the so-called Guelph Treasure, consisting of 62 items, as is described in the work by W. A. Neumann, Reliquienschatz des Hauses Braunschweig-Lüneburg [Reliquary Treasures of the House of Brunswick-Lüneburg], Wien Verlag Holder 1891, and as is currently located in the bank in Aarun (Switzerland) with the condition that by December 31, 1929, a binding declaration from the responsible departments has been submitted for the items from the Guelph Treasure that are brought to Germany, providing that they are not subject to an export ban, as they are located in the possession of the seller or the buyers. – However, the buyers are entitled to waive this

- 2 -

condition by December 31, 1929.

The buyers are aware that the Federal State of Austria is entitled to a right of first refusal to the treasure, which must be exercised within 14 days of the official communication about the sale being submitted to the Federal Ministry for Education.

The seller is not liable for any defects.

§ 2.

The purchase price is comprised of the following:

- a) a fixed sum of RM 7.5 million (in words: seven million, five hundred thousand Reichsmark), that is to be paid in the following manner:

RM 3,000,000 upon the collection being handed over;

RM 2,250,000 six months after handover;

RM 1,125,000 nine months after handover;

RM 1,125,000 twelve months after handover.

Unless it is paid in cash upon handover, the purchase price is subject to 8% interest. The interest that is incurred must be paid together with the respective installment payment.

- b) a profit-sharing arrangement in the following manner:

- 3 -

In the case of a profit of RM 1.5 million that the buyers generate in excess of the acquisition price of RM 7.5 million when reselling the items, the profit share of the seller will amount to 33 1/3 %. For any profit that exceeds this, the profit share of the seller will amount to 25 %. In no case may the seller's profit share plus the 8% interest that is payable on the purchase price exceed 40 % of the total profit that the buyers generate when reselling the collection.

This profit includes any profit that the buyers generate by reselling the collection, in particular, e.g., also those profits that come in from reselling the items with a profit-sharing arrangement. In this case, the profits are considered to be the purchase price plus anything that is received by the buyers from this profit-sharing arrangement.

When determining the profit, interest on the capital that has been invested by the buyers will not be included.

If the purchasers involve other persons in the transaction as a whole, the profit for the seller must be calculated as if these persons were involved as buyers right from the start.

So that the seller is able to determine its share of the profits, the buyers will inform the XXXXXX seller on a quarterly basis about the resale transactions that they have concluded in order to process the business. The payment of profit shares will begin

- 4 -

as soon as the buyers are in possession of the purchase price of 7.5 million RM and will made according to receipt.

With consideration of the profit-sharing arrangement that was granted to the seller, it is expressly agreed that the buyers are not entitled to fully or partially retain the purchased items themselves, and that they are obligated to attempt to resell the items in any way.

§ 3.

The seller is already attempting to make a sale to official German Reich or state departments and state administrations. If this sale leads to a total sale by December 31, 1929, the seller is entitled to withdraw from this Agreement. In this case, the seller must pay the buyers a penalty of at least one million RM. If the sales revenues exceed RM 12.5 million, this penalty will be increased by 20% of the additional revenue that is generated in excess of RM 12.5 million up to a maximum amount of RM 1.5 million. This penalty must be paid after the seller has received half of the purchase price from the new buyer, but by December 31, 1930 at the latest.

The seller is also entitled to this right of withdrawal against payment of the above-stated penalty if other already activities that have already been initiated and that aim to sell the treasure completely are successful.

- 5 -

§ 4.

If a revolution breaks out in Germany, England, France or Italy or in the United States before December 31, 1929, or if one of these countries becomes involved in a war, the buyers are entitled to withdraw from the Agreement.

§ 5.

If neither of the contractual parties exercises the right to withdraw that is provided for in this Agreement, the handover of the collection must take place by January 15, 1930. The risk passes to the buyers upon handover. At the same time as the handover, the buyers together with the accounting part of the [illegible] will hand over a bank guarantee to the seller in the amount of RM 4.5 million. The buyers are entitled to contribute different partial guarantees for this. The buyers will inform the seller who will provide this bank guarantee by December 15, 1929. The seller has the right to reject bank guarantees that do not offer him enough security.

§ 6.

In order to be able to prepare a sale, the seller will, as soon as possible after signing this Agreement, provide the buyers with the Guelph Treasure catalogue material that is listed below:

- 6 -

1. Inventory of the reliquary treasure of 1482. Certified copy of the manuscript that is held in the state archive at Wolfenbüttel
2. Deckers P. : 26 lithograph color images of the reliquary treasure, in 1863. 3 copies.
3. Neumann W.A.: Reliquienschatz des Hauses Braunschweig-Lüneburg [Reliquary Treasure of the House of Brunswick-Lüneburg], Vienna: A. Holder 1891. 50 copies.

In addition and for the same purposes, the seller will loan the buyers the following works from the Royal Ernst August Memorial Library in Gmunden providing that a certificate of receipt is issued:

1. Molarus, Gerhard, Lipsanographie sive Thesaurus reliquorum electoralis Brunsvico-Luneburgicus. [illegible] 1783.
2. Origines Guelphicae, published by Ch. L. Scheid, volume 2. 3. Hannover 1751. 1753.
3. Beissel, St. : Der Reliquienschatz des Hauses Braunschweig-Lüneburg [The Reliquary Treasure of the House of Brunswick-Lüneburg] (voices from Karia-Lusch 1891, sheet 5).
4. Adamy, R. : Der Reliquienschatz des Hauses Braunschweig-Lüneburg und seine Beziehungen zum Darmstädter Museum [The Reliquary Treasure of the House of Brunswick-Lüneburg and its relationships to the Museum of Darmstadt] 1892.
5. Klopp, O.: Der Reliquienschatz des Hauses Braunschweig-Lüneburg [The Reliquary Treasure of the House of Brunswick-Lüneburg]. Manuscript 21 S.

If one of the two contractual parties withdraws from the Agreement, all of the material will be returned to the seller.

- 7 -

§ 7.

If disputes arise between the contractual parties in relation to this Agreement, they should be resolved by an arbitration court. Each contractual party will appoint an arbitration judge to this arbitration court. The arbitration judges will appoint a chairman. If the arbitration judges are not able to reach an agreement about the identity of the chairman, the President of the Reich Court in Leipzig should be asked to appoint a chairman. In general, the regulations of the German Code of Civil Procedure are applicable to this arbitration court.

[illegible]

The Upper Administration
of the House
of Brunswick-Luneburg

signed: J. & S. Goldschmidt,

signed: Z. M. Hackenbroch,

Dr. [illegible] signed [illegible]

signed: J. Rosenbaum



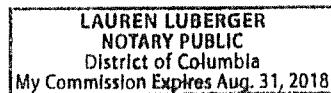
TRANSPERFECT

AFFIDAVIT OF ACCURACY

I, Courtney O'Connell, hereby certify that the following is, to the best of my knowledge and belief, a true and accurate translation of "the enclosed document Agreement between the Upper Administration of the House of Brunswick-Luneburg and the antiquities dealers: (1) J. & S. Goldschmidt, (2) Z. M. Hackenbroch, (3) J. Rosenbaum" from German into English.

Courtney O'Connell
TransPerfect Translations, Inc.
700 6th Street NW
Washington, DC 20001

Sworn to before me this
5th day of December 2014

Signature, Notary Public

Stamp, Notary Public

Washington, D.C.

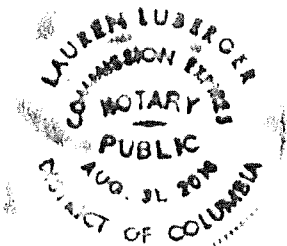


EXHIBIT 2

ANLAGE 33

RK. 13107/14 NOV. 1933 *Wien*DER
OBERBÜRGERMEISTER

FRANKFURT A. M., 9. November 1933

32

Betr.: Welfenschatz

= = =

*Welfenschatz - light. Wang Pkt. 7833 - 11
and others**W. L. 11**1/12*

Hochverehrter Herr Reichskanzler!

Bei Uebernahme der Macht hat der National-
sozialismus in Frankfurt a.M. auch auf dem Gebiete der
Kunst ausserordentlich trübe Verhältnisse vorgefunden.
Nachdem inzwischen die grössten Missstände beseitigt sind,
stosse ich bei dem Neuaufbau des Kunstlebens der alten
Kaiserstadt auf die Frage, wie eines der höchsten Kunst-
und Kulturgüter des deutschen Volkes, der im Jahre 1930
zuletzt in Frankfurt a.M. ausgestellt und dann nach
Amerika gewanderte Welfenschatz dem deutschen Volke zurück
gewonnen werden kann. Im Jahre 1930 wurde bekanntlich der
im Besitz des Herzogs von Braunschweig befindliche alte
Braunschweiger Domschatz (Welfenschatz) nach Amerika ge-
bracht, um dort zum Verkauf gestellt zu werden. Da der
ehemalige Herzog von Braunschweig in Gmünden am Traunsee
ansässig war, bestand keine Möglichkeit, die Ausfuhr von
Reichs wegen zu verhindern. Man musste sich vielmehr mit
einer letzten Ausstellung der Schätze in Deutschland gegen

Zu-

Herrn

Reichskanzler Adolf Hitler

Berlin*Reichskanzler*

Zusicherung der Ausfuhrbewilligung begnügen. Die Ausstellung, die auf weite Kreise den tiefsten Eindruck gemacht hat, fand in Frankfurt a.M. im Städel'schen Kunstinstitut statt.

Leider hatte damals weder die Stadt Frankfurt a.M. noch eine sonstige Kunststadt Deutschlands die Mittel, um den Welfenschatz durch Erwerb für Deutschland zu retten. Reich und Staat haben ebenfalls versagt, obwohl ihnen die Aufbringung der erforderlichen rund 6 Millionen Reichsmark nicht unmöglich gewesen wäre. Inzwischen sind einige Hauptstücke des Welfenschatzes in Amerika an das Museum in Cleveland veräussert worden. Der grösste Teil des Welfenschatzes ist jedoch nach zuverlässigen Meldungen noch nicht veräussert und soll sich im Gewahrsam von Bankfirmen befinden.

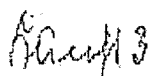
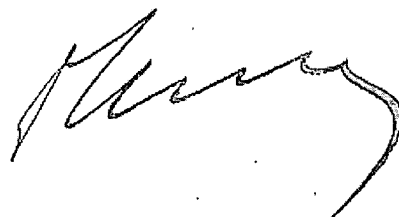
Als ein Hauptstück des Welfenschatzes, das sich in Gmunden befindet, ist das Evangeliar Heinrich des Löwen zu betrachten. Dieses grossartigste Werk der deutschen Buchmalerei jener Zeit zählt äusserlich (inventarmässig) nicht zum Welfenschatz, es ist deshalb auch nicht mit diesem nach Amerika gewandert; es gehört aber innerlich und zwar als ein Hauptstück dazu.

Die Sicherung des Evangeliiars Heinrich des Löwen wäre für Deutschland wohl die wichtigste Tat einer planmässigen Denkmalspflege und würde umsomehr Aufmerksamkeit erregen als das Werk weiten Kreisen kaum bekannt und öffentlich nie gezeigt worden ist.

Das

33

Das neue Deutschland hat unter Ihrer Führung mit dem Materialismus der Vergangenheit gebrochen. Es betrachtet als sein höchstes Gut die Ehre des deutschen Volkes. Zur Wiederherstellung dieser Ehre ist auf künstlerischem Gebiet m.E. die Rückschaffung und der endgültige Erwerb jener unersetzlichen Schätze des deutschen Mittelalters, wie sie im Welfenschatz organisch vereint sind, als ein entscheidender Schritt zu bewerten. Nach sachverständigem Urteil ist heute der Ankauf zu etwa 1/3 des seinerzeitigen Wertes möglich. Es handelt sich also um einen Betrag, der verhältnismässig leicht aufzubringen sein wird. Ich darf deshalb die Bitte aussprechen, dass Sie als Führer des deutschen Volkes die gesetzlichen und geldlichen Voraussetzungen für die Rückführung des Welfenschatzes schaffen mögen.



13107
13170
14565/3.3

[stamp:]
NOV. 14, 1933

ANNEX 93

**THE
LORD MAYOR**

32

FRANKFURT A. M., November 9, 1933

Subject: Guelph Treasure

[illegible]

= = =

[initial] L. 11.

[illegible] 1/12.

Esteemed Reich Chancellor!

Upon coming to power, National Socialism in Frankfurt a. M. also found extraordinarily unclear relationships in the area of art. Since then, the coarsest grievances have been resolved and in the course of reconstructing the artistic life of the old imperial city, I have come to the question of how one of the greatest artistic and cultural properties of the German people, the Guelph Treasure, which was last exhibited in Frankfurt a.M. in 1930 and then transported to America, can be won back for the German people. As is generally known, in 1930, the old Brunswick Cathedral treasure (Guelph Treasure), which was in the possession of the Duke of Brunswick, was brought to America in order to be put up for sale there. Since the former Duke of Brunswick was resident in Gmunden am Traunsee [Austria], there was no opportunity for the Reich to prevent the export. Rather, we will have to make do with one of the last exhibitions of the treasure in Germany

Mr.

Reich Chancellor Adolf Hitler

Berlin

[illegible]

against assurances of the export permit. The exhibition, which made the deepest impressions on a broad group of people, took place in Frankfurt a.M. in the Städel'schen Kunstinstitut.

Unfortunately, at the time, neither the city of Frankfurt a.M. nor any other German artistic city had the funds to save the Guelph Treasure for Germany by purchasing it. The Reich and state likewise failed, although they would have been able to raise the approx. 6 million Reichsmarks that were required. Since then, some key pieces from the Guelph Treasure have been sold in America to the museum in Cleveland. However, according to reliable information, the largest section of the Guelph Treasure has not yet been sold and is in the safekeeping of banking companies.

The Gospels of Henry the Lion must be regarded as a key piece of the Guelph Treasure that is located in Gmunden. This work of German book illumination is the greatest of all time and is not included (in the inventory) in the Guelph Treasure and has also therefore not been moved to America; however, it belongs integrally and, indeed, as a key piece.

The securing of the Gospel of Henry the Lion would be the most important act in a systematic cultivation of historical artifacts for Germany and would attract even more attention because the work is hardly known in wide sections of the population and has never been shown to the public.

Under your leadership, the new Germany has broken with the materialism of the past. It considers the honor of the German people as its most valuable asset. In order to reclaim this honor on an artistic level, I believe the recovery and the ultimate acquisition of any irreplaceable treasures from German's middle ages, such as they are organically combined in the Guelph Treasure, would be a decisive step. According to expert judgment, the purchase is possible at around 1/3 of its earlier value. It therefore relates to an amount that will be proportionally easy to raise. I therefore request that you, as Führer of the German people, create the legal and financial preconditions for the return of the Guelph Treasure.

[signature]

[illegible]



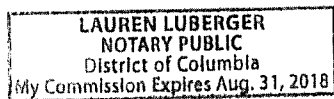
TRANSPERFECT

AFFIDAVIT OF ACCURACY

I, Courtney O'Connell, hereby certify that the following is, to the best of my knowledge and belief, a true and accurate translation "the enclosed letter to Mr. Reich Chancellor Adolf Hitler dated November 9, 1933" from German into English.

Courtney O'Connell
TransPerfect Translations, Inc.
700 6th Street NW
Washington, DC 20001

Sworn to before me this
5th day of December 2014

Signature, Notary Public

Stamp, Notary Public

Washington, D.C.

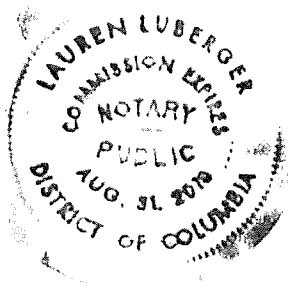


EXHIBIT 3

I. H. A. Rep. 151, 48 Nr. 1234

56

Schrift

Berlin, den 14. Juli 1934

K 21189/34

Als Schreiben des Herrn Staatssekretärs:

An

Herrn Staatssekretär Dr. K ö r n e r
Berlin, Staatsministerium

Lieber Herr K ö r n e r !

In Erwiderung Ihres Schreibens vom 26. Juni d. Js.
betr. den Erwerb des Welfenschatzes möchte ich Ihnen kurz die
Stellungnahme meines Ressorts zu Ihrem Entwurf eines entsprechen-
den Schreibens an den Herrn Reichskanzler mitteilen.

Zu der primären Frage, ob das Reich oder Preußen
den Welfenschatz erwirbt, bemerke ich, daß nach Ansicht des
Herrn Preussischen Finanzministers ein Erwerb von Seiten des
Preussischen Staates wohl im Bereich der Möglichkeit liegt,
vorausgesetzt, daß sich der Herr Reichsbankpräsident - in
Parallele zu den vor kurzem zwischen ihm und mir geführten
Verhandlungen in der Frage des Ankaufs der bei der Dresdner
Bank lagernden Kunstsammlungen, über die ich dem Herrn Ministe-
präsidenten auf dienstlichem Wege Mitteilung gemacht habe -
damit einverstanden erklärt, daß die Zahlung nicht in bar, son-
dern durch die Hergabe von preussischen Schatzanweisungen er-
folgt. Herr Reichsbankpräsident Schacht hat für den Fall des Er-
werbes des Welfenschatzes durch den Preussischen Staat eine
gleiche Finanzierung in Aussicht gestellt. Sie bedeutet, daß
Preußen jetzt keine Mittel aufzubringen braucht, sondern ledi-

lich

I HA Rep. 151, H.B. Nr. 1234

56 v

lich ein wenig drückende Verschuldung auf sich nimmt. Auf diese Weise würde Preußen in die Lage versetzt, bei dem späten Aufgehen im Reich neben vielen anderen wertvollen Kunstschatzen auch den historisch, künstlerisch und nationalpolitisch wertvollen Welfenschatz in das Reich anzubringen. Eine Entscheidung über die Finanzierung wird jedoch erst dann herbeizuführen sein, wenn zwischen Herrn Popitz und Herrn Schacht im Zuge der abschließenden Verhandlung über den Erwerb der Privatsammlungen eine Eingigung in der Frage des Welfenschatzes erzielt ist.

Bei dieser Gelegenheit darf ich darauf hinweisen, daß die von Ihnen als heutige Forderung des Händlerkonsortiums genannte Summe von 7 Millionen RM. - soweit ich unterrichtet bin - nicht mehr den wirklichen Verhältnissen entspricht. Da bisher von verschiedenen Stellen geführten Verhandlungen haben ergeben, daß die Eigentümer des Welfenschatzes diesen für eine weit geringere Summe, d. d. etwa für 4 bis 5 Millionen RM abzugeben bereit wären.

Was die angeführten Verhandlungen selbst betrifft, so stimme ich Ihnen zwar darin zu, daß es nunmehr zweckmäßig wäre, dieselben, soweit sie nicht unbedingt im Interesse des Staates liegen, zu untersagen.

Eine Mitteilung an das Konsortium darüber, daß von behördlicher Seite weder Verhandlungen geführt würden noch geführt werden könnten, halte ich aber für unzweckmäßig, da es

naturgemäß

I HA Rep. 21, HA Dr. 1234 5X

naturgemäß dem Spürsinn des Kunsthandels nicht entgangen ist, daß höheren Ortes ein Interesse für den Welfenschatz besteht.

Zur Zeit verhandeln ohne Auftrag ein Herr Stern von der Dresdner Bank, mit Auftrag ein Herr Pilster, der uns als langjähriger Freund unserer Museen bekannt und vom Generaldirektor empfohlen worden ist, und der überdies als wohlhabender Privatsammler seinen Verhandlungskontrahenten als ernster Reflektant erscheinen wird. Herr Stern verhandelt auf der Basis von vier, Herr Pilster auf der Basis von drei Millionen. Eine zur rechten Zeit erfolgende Ausschaltung Sterns würde m.E. ihren Eindruck auf das Händlerkonsortium nicht verfehlen und Pilster in die Lage versetzen, den Schatz für einen relativ günstigen Preis zu erwerben.

Die Verhandlungen durch Pilster habe ich nach Vortrag bei dem Herrn M. P. hinleiten lassen.

Die Stadt Hannover als Verhandlungspartner auftreten zu lassen, halte ich, wie auch Herr Popitz, für unzweckmäßig.

Es erscheint mir daher zweckmäßig, von einem Herantreten an den Herrn Reichskanzler solange abzusehen, bis über die Frage des Erwerbs durch Preußen eine Besprechung zwischen dem Herrn Preussischen Finanzminister und dem Herrn Reichsbankpräsidenten stattgefunden hat.

Mit deutschem Gruß und Heil Hitler!

Jhr

Der Minister für Wiss. usw.

J.V.

gez. Dr. Stuckart

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I HA Rp 151.HN No. 1234 56

Copy

Berlin, July 14, 1934

K 21189/34

As letter from the Minister of State:

To

Dr. K ö r n e r (Minister of State)
Berlin, State Ministry

Dear Mr. K ö r n e r !

In response to your letter of June 26 of this year in relation to the acquisition of the Guelph Treasure, I would like to briefly give you the opinion of my department in relation to your draft of a corresponding letter to the Reich Chancellor.

To the primary question of whether the Reich or Prussian State will acquire the Guelph Treasure, I note that in the opinion of the Prussian Minister of Finance, an acquisition by the Prussian State would be within the range of possibilities, providing that the President of the Reichsbank (in parallel the negotiations that were recently held between him and myself in relation to the question of purchasing the art collections that are situated at Dresdner Bank, about which I have notified the Prime Minister through official channels) declares himself to be in agreement that the payment would not take place in cash, but by issuing Prussian treasury bonds. Reichsbank President Schacht held out the prospect of the same kind of financing for the acquisition of the Guelph Treasure by the Prussian State. This means that Prussia does not need to raise any funds now, but solely takes on a less onerous

I HA Rp 151.HN No. 1234

56

indebtedness. In this way, Prussia would be put in a position where it was able to subsequently bring the historically, artistically and national-politically valuable Guelph Treasure to the Reich in addition to many other valuable cultural treasures. However, a decision about the financing will first be made when an agreement is reached in relation to the question of the Guelph Treasure between Mr. Popitz and Mr. Schacht in the course of the concluding negotiations over the acquisition of the private collections.

I would like to take this opportunity to refer you to the fact that (as far as I am informed) the sum of RM 7 million that you specified as the current claim from the dealer consortium no longer corresponds to the actual situation. The negotiations that have previously been held by different entities have revealed that the owners of the Guelph Treasure would be prepared to sell this for a much lower sum of money, i.e., around 4 to 5 million RM.

In relation to the specified negotiations themselves, I agree with you in the fact that it would now be appropriate to prohibit these, insofar as they are not necessarily in the interests of the state.

However, I do not consider it to be appropriate to send a notification to the consortium, which would state that, from the perspective of the authorities, negotiations will neither be held nor permitted to be held, since it naturally has not escaped the notice of

naturally

I HA Rp 151.HN No. 1234

56

the trade in art that higher offices have an interest in the Guelph Treasure.

Currently, a Mr. Stern from Dresdner Bank is negotiating without mandate, as well as a Mr. Pilster with mandate who is known to us as a long-term friend of our museums and has been recommended by the General Director, and who, besides this, as a wealthy private collector, appears to be regarded as a serious candidate by his counterparts in the negotiations. Mr. Stern is negotiating on the basis of four [million], Mr. Pilster on the basis of three million. If Stern is removed from the situation at the right time, this would not, in my opinion, fail to make an impression on the trading consortium and would put Pilster in a position to acquire the treasure for a relatively lower price.

I have obviously had Pilster's negotiations directed to the Prime Minister as submitted.

*! Hermann
Göring*

I believe it to be inappropriate to let either the city of Hannover or Mr. Popitz appear as a negotiation partner.

It therefore appears appropriate to me to refrain from approaching the Reich Chancellor until a meeting between the Prussian Finance Minister and the Reichsbank President has taken place in relation to the question of the acquisition by Prussia.

With a German greeting and Heil Hitler!

Yours,

The Minister of Science etc.

J. V.

signed Dr. Stuckart



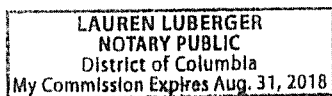
TRANSPERFECT

AFFIDAVIT OF ACCURACY

I, Courtney O'Connell, hereby certify that the following is, to the best of my knowledge and belief, a true and accurate translation of "the enclosed letter to Dr. Körner (Minister of State), Berlin, State Ministry dated July 14, 1934" from German into English.

Courtney O'Connell
TransPerfect Translations, Inc.
700 6th Street NW
Washington, DC 20001

Sworn to before me this
5th day of December 2014

Signature, Notary Public

Stamp, Notary Public

Washington, D.C.

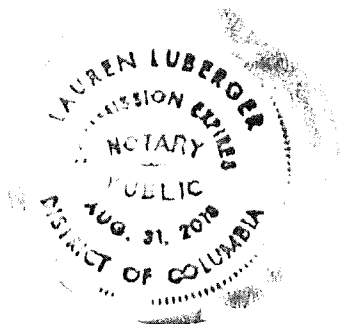


EXHIBIT 4

Geheime Staatspolizei
Staatspolizeistelle
Frankfurt a.M.

Frankfurt a.M., den 2. Mai 1941

1941

II B 4 b - 2722/41/23.-

An
den Herrn L e i t e r
der Devisenstelle - S -
in Frankfurt am Main.
Goethestrasse 9

1. Mai 1941

Betrifft: Ausbürgerung des - ~~xxx~~ Saemy Rosenberg .
geb. am 27.7.92
in Berlin
~~xxxxxxx~~
und seiner Ehefrau
~~xxxx~~ geb. am
~~xxx~~
letzter inländischer Wohnsitz: Frankfurt/a.
Friedrich - Strasse/
~~xxxxx~~ Nr. 61.

Bezug: Ohne.

Es ist beabsichtigt, den - ~~xxx~~ Oben genannten und
die Familienangehörigen zur Ausbürgerung vorzuschla-
gen und das Vermögen zu Gunsten des Reiches zu
beschlagen. Ich bitte um Mitteilung der im Inland
befindlichen Vermögenswerte. Gleichzeitig ist mir
der Bevollmächtigte oder Vertreter im Inland
mitzuteilen.



Im Auftrage:
gez: Tauber.

Beurlaubt:
Bischoff
Kanzleiangestellte.

Der Oberfinanzpräsident Ruffel
 (Beckenstelle 5 Frankfurt a. M.)

Jahr 17.5.1941 3

17.2.1941 - 32

2. Hinsichtlich der ^{sch} _{te} Einweisung der Blätter
Wiederholend an die [] zurück

11.5.41

Wiederholend hinsichtlich Genannten
 sind Vorgänge bei meiner Dienststelle
 nicht vorhanden

Pr: 2 in 7 hiesige Blätter & Bescheid 17.5.41

b. 3 Bescheide

17
 2

La

Geheime Staatspolizei
Staatspolizeistelle
Frankfurt a.M.

Frankfurt a.M., den

9. Dezember 1941.

XXXXXXX - I C 7 - 2722/41 -
II B 3

Streng vertraulich

13. Dez. 1941

An

den Herrn L e i t e r
der Devisenstelle -S-

in Frankfurt am Main.

Betrifft: Ausbürgerung des Juden Saemy Samson Israel
S e m y, geboren am 27.7.92 in
Berlin, letzter inländischer Wohnsitz:
Frankfurt/Main, Friedrichstr. 61 und Er-
streckung der Ausbürgerung auf die Ehefrau
Lieselotte Sara geb. Marx, geboren am
12.12.02 in Frankfurt/Main, und das Kind:
Gabriele Beate Sara, geb. am 29.3.27 in
Frankfurt/Main.

Bezug: Wegzug vom

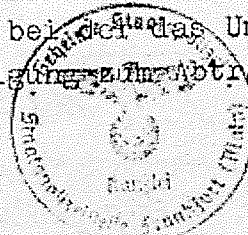
2.5.41 - II B 4 b -

Auf Grund des § 1 der Verordnung vom 28.2.33
zum Schutze von Volk und Staat beschlagnahme ich
hiermit die gesamten Vermögenswerte der im Betreff
genannten Personen. Ich bitte, Anträge auf
Transferierung oder Erteilung, von Unbedenklichkeits-
bescheinigungen zur Leistung von Zahlungen ohne
meine Genehmigung nicht zu gestatten. (Ausgenommen
sind Zahlungen für Steuern und alle öffentlichen
Abgaben. Falls noch Vermögenswerte bekannt geworden sind,
bitte die Vermögenswerte der Obengenannten nach dem
Stand von heute sowie den Vertreter oder Bevoll-
mächtigten bitte ich, mir mitzuteilen.

Falls dort das Umzugsgut des Genannten bekannt
ist, bitte ich um Übersendung einer Liste der
Gegenstände unter gleichzeitiger Angabe der Spedi-
tionsfirma bei der das Umzugsgut eingelagert ist.
Die Genehmigung zum Abtransport ist nicht zu
erteilen.

In Vertretung:
gez. Dr. Höner.

Laesar.



Der Oberfinanzpräsident Kassel

[Beaufestelle 5 Frankfurt a. M.]

19. Dez. 1941

A 2119/41 - 30

49

- 1) Auf erste Ausfertigung von St. 4 d. Akt. setzen:
 2X < Urchristlich
 andie [] 1.1.42
 zurückgewandt.

Unter Hinweis auf mein Schreiben
 A 2119/41-30 vom 21.5. 1941 teile ich mit,
 daß auch seit diesem Zeitpunkt Vermögenswerte
 der jüdischen Eheleute Henry Samson u. Liselotte
 Rosenberg, ^(früher Hrn. Friedrichst. 61) sowie ihres Kindes Gabriele Beate Rosen-
 berg hier nicht bekannt geworden sind. >>

- 2) Stück Durchschrift schreiben: 1.1.42

< Durchschriftlich

dem Fi A Hrn. Opt

— Steuerabhandlungsstelle.

Zur Kenntnisnahme >>

- 3) Neue K'karte anlegen für:

Liselotte S. Rosenberg, geb. Marx,

fr. Hrn. Friedrichst. 61

- 4) K'vermerk: Ausbürgerung auf K'karte bei 3).

- 5) Weglegen.

F. A.

Kz.

Secret State Police
State Police Office
Frankfurt a. M.
II B 4 b - 2722/41/23. -

Frankfurt a.M., *May 2* [handwritten:] *1* 1941

[stamp:] Strictly confidential!

To
the Manager
of the Foreign Exchange Board – S –

[stamp:] May 7, 1941
[initials]

in Frankfurt am Main.
Goethestrasse 9

Subject: Expatriation of [typed:] *Saemy Rosenberg*
..... born on *07/27/92*
in *Berlin*
~~and his wife~~
~~née~~ ~~born on~~
~~in~~
last domestic place of residence: *Frankfurt/M*
Friedrich – Street/
~~Square~~ No. *61* ..

Reference: Without.

The intention is to recommend the expatriation of the above-named person and his/~~her~~ family members and to seize the assets in favor of the Reich. I request information about the asset values that are located domestically. At the same time, please inform me of the authorized official or representative in Germany.

[stamp:]
Secret State
Police
State Police Office
Frankfurt (Main)

On behalf of:
signed: *Tauber*.

Witnessed:
[signature]
Office clerk.

[stamp:] The Chief Finance President: Kassel
(Foreign Exchange Board S Frankfurt a.M.)

[handwritten:] [illegible] 05/17/1941 3

[handwritten:]
17 2119/41-30

Summary

05/21/41 [initial]

1) write to : copy of page 1
original back to the [] Zurich.
There is nothing available
in my offices and processes
about the below-named person.

[initials] 2) Note in A List, column 4 : 05/17/41

[initials] 3) put aside.

[initials]

[initials]

Duplicate.

December 9, 1941 [handwritten:] 4

Secret State Police
State Police Office
Frankfurt a. M.
XXXXXX- I C 7 – 2722/41 -
II B 3

Frankfurt a.M.,

[stamp:] Dec. 13, 1941
[stamp:] Strictly confidential!

To
the Manager
of the Foreign Exchange Board – S –

in Frankfurt am Main.

Subject: Expatriation of the Jew Saemy Samson Israel
R o s e n b e r g , born 07/27/92 in Berlin, last
domestic place of residence: Frankfurt/Main,
Friedrichstr. 61 and extension of the expatriation to
his wife Lieselotte Sara, née Marx, born on 12/12/02
in Frankfurt/Main, and the child: Gabriele Beate
Sara, born on 03/29/27 in Frankfurt/Main.

05/02/41 – II B 4 b -

Reference: No instructions from

On the basis of § 1 of the Ordinance of 02/28/33 for
the Protection of the Public and the State, I herewith seize the
entire asset values of the persons who are named in the
subject. Please do not allow applications for transfers or the
issuing of clearance certificates to make payments without my
approval. (Excluded from this are payments for taxes and all
public duties.) *If you are aware of other assets, please*
[illegible]

Please inform me of the asset values of the above-
named persons according to today's status as well as the
authorized representative or official.

If you are aware of the goods to be removed by the
named persons, please send a list of items along with the name
of the shipping firm with whom the goods to be removed are
stored. No approval for removal transport may be issued.

[stamp:]
Secret State
Police
State Police Office
Frankfurt (Main)

On behalf of:
signed: Dr. Höner

[signature]

[stamp:] The Chief Finance President: Kassel
(Foreign Exchange Board S Frankfurt a.M.)
[handwritten:] 7 2119/41-30.

[stamp:] Dec. 19, 1941

Summary

1) on the first copy from [illegible] write:

“ original sent back 01/02/42

2 x to the []

with reference to my letter 7 2119/41-30 of 05/21/1941, I provide the information also from this date that we here are not aware of the asset values of the Jewish married couple Saemy Samson and Lieselotte Rosenberg (née [illegible]), their child Gabriele Beate Rosenberg.”

2) write on carbon copy: 01/02/42

“ original

to the [illegible]

- Tax Investigation Office.

for information purposes. ”

[initials] 3) Open new K file for
Lieselotte S. Rosenberg, née Hase,
[illegible], Friedrichstr. 61,

[initials] 4) K comment: Expatriation on K file to 3).

[initials] 5) put aside.

[initials]

[initials]



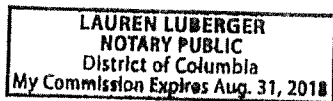
TRANSPERFECT

AFFIDAVIT OF ACCURACY

I, Courtney O'Connell, hereby certify that the following is, to the best of my knowledge and belief, a true and accurate translation of a May 7, 1941 memorandum from the Secret State Police to the Manager of the Foreign Exchange Board from German into English.

Courtney O'Connell
TransPerfect Translations, Inc.
700 6th Street NW
Washington, DC 20001

Sworn to before me this
16th day of February 2015

Signature, Notary Public

Stamp, Notary Public

Washington, D.C.

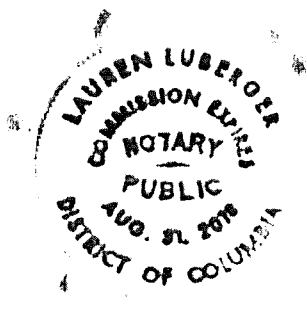
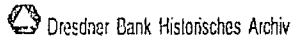




EXHIBIT 5

- 2 0 5 4 1 - 2 0 0 1



We 157

Gültig über  RM Stempel
buchstäblich 

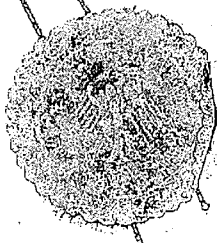
Konfirmationsurkunde vom 27. Dez.


den

(Datum – Tag, Monat, Jahr – in Buchstaben)

Das Finanzamt Wuppertal


(Vollständige Dienstbezeichnung)



 Zürich
5. Sept. 1875

(Unterschied)

Einkaufstakt zu Bern vom 14. 6. 35 zu Berlin
Grossmann S., der F. 2. 7. 1. Goldschmidt Frankfurt, sm.
2.) der F. 3. m. Harlanbrock, Frankfurt, sm.
3.) der G. von T. Rosenbaum in E. Rosenburg,
Eisenachsmann in der Eisenacher Bank, Post-
gepf. Wetzlar.

Berlin, den 9. Aug. 1875
Firmung nach Leipzig




28333 1/2 RM. zur Campionatsfestigung und
zu 12. RM. zu den nicht vorgelegten Lebensmitteln
zu 28333 1/2 RM. in Landesstempelung entrichtet.
Berlin, den 9 - AUG. 1935

Finanzamt Börse (Frankfurt)

zwischen

1.) der Firma I. und S. Goldschmidt, Frankfurt/M.,
2.) der Firma Z.M. Hackenbroch, Frankfurt/M.,
3.) den Herren I. Rosenbaum und S. Rosenberg, Amsterdam,
als früheren Inhabern der Firma I. Rosenbaum, Frankfurt/M.,
nachstehend "Konsortium" genannt, einerseits
und
der Dresdner Bank, Berlin, nachstehend "Bank" genannt,
andererseits
wird folgender Kaufvertrag geschlossen:

Die Firmen I. und S. Goldschmidt,
Z.M. Hackenbroch und I. Rosenbaum haben im Jahre 1929
von dem kaiserlichen Hofschatzkammer-Kunstschätzer und
auch den kaiserlichen Hofschatzkammer-Kunstschätzer, kaiserlich erworben, an
diesem Geschäft haben sie in- und ausländische Geschäftsfreunde
beteiligt. Die Firma I. Rosenbaum o.H.G. ist inzwischen
liquidiert worden; ihr Vermögen gehört jetzt den beiden Ge-
sellschaftern I. Rosenbaum und S. Rosenberg.

Dies vorausgeschickt, verkauft das
Konsortium an die Bank die in der Anlage zu diesem Vertrage
aufgeführten, entsprechend dem von Herrn Geheimrat Dr. v. Falke
und Herrn Professor Dr. Robert Schmidt verfassten Katalog
bezifferten Kunstgegenstände aus dem Welfenschatz zu einem Ge-
samtpreise von RM 4.250.000.-- (Vier Millionen zweihundertund
fünfzigtausend Reichsmark).

Die verkauften Gegenstände sind in dem von

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Herrn Geheimrat Dr. v. Falke und Herrn Professor Dr. Robert Schmidt verfassten Katalog über den Welfenschatz beschrieben und in dem in dem Katalog beschriebenen Zustande an die Bank zu liefern.

Die Übernahme der Gegenstände erfolgt in Amsterdam durch einen von der Bank zu beauftragenden Sachverständigen. Als solcher ist Herr Professor Dr. Schmidt, Berlin, in Aussicht genommen.

Sämtliche durch die Lieferung der Gegenstände entstehenden Unkosten einschliesslich der Transport- und Versicherungskosten für die Überführung der Gegenstände von Amsterdam nach Berlin trägt das Konsortium. Das Konsortium verpflichtet sich, die verkauften Gegenstände bis zu ihrer Ablieferung an das Berliner Historischen Museum gegen die üblichen Risiken zu versichern.

Die Übergabe der Kunstgegenstände hat binnen sechs Wochen nach Inkrafttreten dieses Vertrages zu erfolgen.

Der Kaufpreis ist von der Bank unverzüglich nach Übernahme der verkauften Gegenstände, jedoch nicht vor Ablauf von vier Wochen nach Inkrafttreten dieses Vertrages, anzuschaffen.

Die Anschaffung des Kaufpreises hat wie folgt zu geschehen:

RM 100 000.- sind als Vermittlungsprovision an einen Devisen-Inländer zu entrichten.

Der restliche Kaufpreis von RM 4 150 000.- ist in Höhe von RM 3 371 875.- an die Firma Z. M. Hackenbroch, Frankfurt/M.,

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in Frankfurt/M. zu vergüten; in Höhe von RM 778 125.- hat die Anschaffung durch Gutschrift auf einem für Herrn S. Rosenberg, Amsterdam, bei der Bank zu errichtenden Sperrmarkkonto zu erfolgen. Durch diese Anschaffungen ist die Kaufpreisschuld der Bank gegenüber dem Konsortium getilgt.

Da der auf dem Sperrmarkkonto bei der Bank aufgeschriebene Betrag zur Abgeltung der Forderungen ausländischer Beteiligter an dem Welfenschatz-Konsortium bestimmt, jedoch eine Transferierung des Betrages mit Rücksicht auf die deutsche Devisenlage z.Zt. nicht möglich ist, wird Folgendes vereinbart:

Die Bank verpflichtet sich, für Herrn S. Rosenberg eine schriftliche Genehmigung der Devisenstelle des Reichs zu herbeiführen, dass Herr S. Rosenberg bis zur Höhe seines bei der Bank entstehenden vorerwähnten Sperrmarkguthabens von RM 778 125.- Ankäufe von Kunstgegenständen freihändig oder auf Auktionen innerhalb Deutschlands vornehmen und die angekauften Gegenstände ausführen darf.

Herr S. Rosenberg verpflichtet sich, sich zu bemühen, binnen zwei Wochen nach Inkrafttreten dieses Vertrages in Deutschland auf dem freien Kunstmarkt, soweit es mit den Interessen der ausländischen Beteiligten vereinbar ist, Käufe zu Lasten des vorerwähnten Sperrmarkguthabens zu tätigen. Dabei darf es sich nicht um Gegenstände handeln, welche in der Liste der national wertvollen Kunstgegenstände verzeichnet sind.

Insoweit durch diese Käufe das Sperrmark-

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guthaben nicht verbraucht wird, verpflichtet sich die Bank, um den ausländischen Beteiligten die Abgeltung ihrer Forderungen in Kunstwerten zu ermöglichen, unverzüglich eine Einverständniserklärung des Preussischen Staates herbeizuführen, wonach dieser bereit ist, aus den ihm gehörigen, in Berliner Museen befindlichen Kunstwerken Gegenstände an Herrn S. Rosenberg als Treuhänder der ausländischen Beteiligten nach Massgabe folgender Bedingungen zu veräußern:

a) Die Vertreter des Preussischen Staates werden gemeinsam mit Herrn S. Rosenberg eine Liste über Kunstgegenstände, die von den Berliner staatlichen Museen zu diesem Zwecke zum Verkauf gestellt werden und welche Gegenstand der Überlassung sein sollen, aufstellen.

b) Die Preisbemessung für die einzelnen zu überlassenden Gegenstände soll durch Verhandlung zwischen den Vertretern des Preussischen Staates und Herrn S. Rosenberg erfolgen. Insofern über die Preisbemessung eine Einigung nicht zustande kommt, soll durch einen beiden Parteien genehmen Sachverständigen der Preis bindend festgesetzt werden. Als dieser Sachverständige wird Herr Geheimrat Dr. v. Falke bestimmt. Der Sachverständige soll seiner Preisfestsetzung den Preis, der für gleichartige Kunstgegenstände auf dem internationalen Kunstmarkt n.Zt. zu erzielen sein würde, zugrundelegen.

c) Der sich auf diese Art ergebende, für die Überlassung staatlicher Kunstgegenstände zu zahlende Gesamtaufpreis darf den Betrag nicht übersteigen, der nach Abzug der für Ankäufe auf dem freien Markt aufgewendeten Mittel aus dem ursprünglichen Sperrmarkguthaben von RM 778 125.- verbleibt.

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Dresdner Bank Historisches Archiv

d) Die Aufstellung der Liste hat nach Ablauf von vierzehn Tagen nach Inkrafttreten dieses Vertrages zu erfolgen.

Die Dresdner Bank hat die Verfügungsgewalt über bekannte Kunstgegenstände. Sie ist damit einverstanden, dass aus diesen Beständen Kunstgegenstände Herrn S. Rosenberg zu den gleichen Bedingungen überlassen werden, die für die Überlassung von Kunstgegenständen aus Berliner staatlichen Museen in diesem Abkommen vorgesehen sind, und zwar mit der Massgabe, dass die Liste der zu überlassenden Kunstgegenstände von dem Generaldirektor der staatlichen Museen, Herrn Professor Dr. Kümmerl, und Herrn Professor Dr. Schmidt in Gemeinschaft mit Herrn S. Rosenberg aufgestellt wird.

Unter Mitwirkung der Vertreter des Preussischen Kulturbesitzes, Herrn Professor Dr. Kümmerl und Herrn Professor Dr. Schmidt und Herrn S. Rosenberg eine Verständigung über die von der Preussischen Staat bzw. der Dresdner Bank zu überlassenden Kunstgegenstände binnen einer Frist von vier Wochen seit Inkrafttreten des Vertrages erzielt werden, so hat das Konsortium der Bank, binnen einer weiteren Frist von vier Tagen den Rücktritt von diesem Vertrage durch eingeschriebenen Brief der Bank zu erklären.

Als Tag des Beginns der Laufzeit der Fristen gilt der 17. Juni 1935.

Die Wirksamkeit dieses Abkommens ist davon abhängig, dass dieser Vertrag von der Devisenstelle schriftlich genehmigt wird.

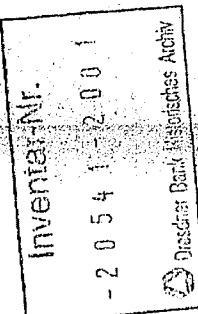
Berlin, den 14. Juni 1935.

DRESDNER BANK

[Signature]
S. Rosenberg

[Signature]

- No. 1. Ein vollständiges Tragaltar.
 No. 2. Tragaltar mit getriebenen Silberfiguren.
 No. 3. Die Innere Tafel des Altars.
 No. 4. Tafelförmiger Tragaltar mit Achterplatte.
 No. 5. Ein Altar aus Bergkristallplatte.
 No. 6. Rechteckiger Kasten mit bemalten Elfenbeinplättchen.
 No. 7. Rechteckiger Deckelkasten.
 No. 8. Tragaltar des Adelyndas.
 No. 9. Altar mit Kristall-Kugeln.
 No. 10. Standkreuz von drei Löwen getragen.
 No. 11. Der Tragaltar des Silbertus.
 No. 12. Tragaltar mit den Kardinaltugenden.
 No. 13. Der Walpurgis-Kasten.
 No. 14. Tragaltar mit Abraham und Melchisedech.
 No. 15. Das Kuppel-Reliquiar.
 No. 16. Der stark farbige Reliquienkasten.
 No. 17. Kleiner Reliquienkasten mit Grubenschmelz.
 No. 18. Reliquiar des hl. Sigismund.
 No. 19. Reliquiar des hl. Innocentius.
 No. 20. Reliquiar des hl. Theodorus.
 No. 21. Reliquiar des hl. Caesarius.
 No. 22. Reliquiar des hl. Bartholomäus.
 No. 23. Reliquiar des hl. Laurentius.



- 9
- No. 33. Trogaltarförmiges Reliquiar aus Holz.
 - No. 34. Reliquiar in Truheform.
 - No. 35. Reliquiar in Truheform.
 - No. 37. Tafelförmiger Tragaltar.
 - No. 38. " " "
 - No. 39. Kopf-Reliquiar des hl. Cosmas.
 - No. 40. " " " " Blasius.
 - No. 41. Plener für die Sonntage.
 - No. 42. " Kruzifix eines des Hilden.
 - No. 44. Armreliquiar des hl. Georg.
 - No. 47. Holzkasten mit Wappenaufsatz.
 - No. 51. Reliquienmonstranz mit Elfenbeinreliefs.
 - No. 53. Reliquienkreuz auf Eisen.
 - No. 55. Kruzifix auf einem Eisen.
 - No. 71. Reliquienkapel (ignus dei).
 - No. 77. gedrehte Beckelbüchse.
 - No. 78. Armreliquiar der hl. Maria Magdalena.
 - No. 79. " eines der neunhundert Krieger.
 - No. 81. Das grosse Reliquienkreuz.

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- 20541 - 2001
Dresdner Bank Museum-Archiv

Berlin, den 14. Juni 1935

M. Schmidt

DRESDNER BANK

August W. Müller

M. Schmidt

Bornbaum *Laury Rosewicz*

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Prussian Stamp Tax

No. 152

Valid for 28,345.50 RM stamp

in words: *twenty-eight thousand,
three hundred and forty-five RM, 50 pence*

Berlin

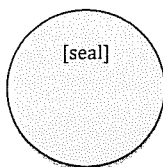
(place)

the *[illegible] nineteen hundred and thirty-five*

(date — day, month, year — in words)

The Tax Office : *[illegible]*

(complete official title)



[signature] *[signature]*

(signature)



51a1 (261)

Expected *[illegible]* on 06/14/35 *[illegible]*

[Illegible] 1) Mr. I & S. Goldschmidt, Frankfurt/M

2) Mr. Z. M. Hackenbroch, Frankfurt/M

3) Mr. I. Rosenbaum and Mr. S. Rosenberg, Amsterdam in
Dresdner Bank, *[illegible]*

Berlin, *[illegible]* 9, 1935

Tax office *[illegible]*

[signature]



[illegible]

Berlin, August 9, 1935

*Tax Office Exchange [illegible]
[signature]*

The following purchase agreement is made between

- 1.) the company I. and S. Goldschmidt, Frankfurt/M.,
 - 2.) the company Z. M. Hackenbroch, Frankfurt/M.,
 - 3.) Mr. I. Rosenbaum and Mr. S. Rosenberg, Amsterdam,
- as former owner of the company I. Rosenbaum, Frankfurt/M.,

hereinafter referred to as the "Consortium", on one hand,

and

Dresdner Bank, Berlin, hereinafter referred to as the "Bank",

on the other

hand

In 1929, Z. M. Hackenbroch and I. Rosenbaum purchased cultural treasures from the House of Brunswick-Lüneburg, including the so-called Guelph Treasure; they involved German and foreign business colleagues to participate in the transaction. The company I. Rosenbaum o.H.G. has since been liquidated; it's assets now belong to the two business associates I. Rosenbaum and S. Rosenbaum.

Having stated this in advance, the Consortium is selling to the Bank the cultural items from the Guelph Treasure that are listed in the catalogue that has been compiled by Dr. v. Falke and Dr. Robert Schmidt for the total price of RM 4,250,000.00 (Four million, two hundred and fifty thousand Reichsmark).

The items that are being sold must be delivered

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to the Bank as the Guelph Treasure is described in the catalogue that was compiled by Dr. v. Falke and Dr. Robert Schmidt and in the condition that it is described in the catalogue.

The acceptance of the items will take place in Amsterdam by an expert who is commissioned by the Bank. Dr. Schmidt, Berlin is being considered for this role.

The Consortium is responsible for all costs that arise from the deliver of the items, including the transport and insurance costs, for transporting the items from Amsterdam to Berlin. The Consortium is obligated to [illegible] the sold items until their delivery in a Berlin state museum for the usual [illegible].

The handover of the cultural items must take place within six weeks of this agreement coming into effect.

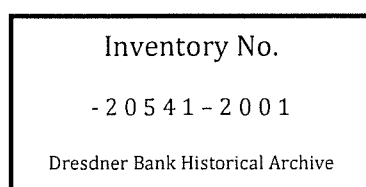
The purchase price must be provided by the Bank immediately after acceptance of the purchased items, however, no earlier than four weeks after this agreement becomes effective.

The provision of the purchase price must take place as follows:

RM 100,000.00 must be paid as broker fee to a resident in Germany.

The remaining purchase price of RM 4,150,000.00 must be issued in the amount of RM 3,371,875.00 to the company Z. M. Hackenbroch, Frankfurt/M.,

./.



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in Frankfurt/M.; and the amount of RM 778,125.00 must be provided in the form of a credit to a Sperrmark¹ account that has been opened at the Bank. These arrangements will enable the Bank's purchase price debt to be paid off to the Consortium.

Since the amount that is credited to the Sperrmark account at the bank is for the settlement of the claims of foreign participants in the Guelph Treasure Consortium, but a transfer of the amount is currently not possible in consideration of the situation with German exchange rates, the following is agreed:

The Bank is obligated to issue a written approval of the exchange rate position of the [illegible] for Mr. S. Rosenberg, which will permit Mr. S. Rosenberg to make purchases of cultural items privately or in auctions within Germany up to the above-stated Sperrmark credit of RM 778,125.00 that is held by the Bank and to also export the purchased items.

Mr. S. Rosenberg is obligated to attempt to make purchases against the above-stated Sperrmark credit within two weeks of this agreement coming into effect in Germany on the private art market, insofar as this is compatible with the interests of the foreign participants. In doing so, these purchases may not relate to items that are specified in the list of the nation's valuable cultural items.

If the Sperrmark credit is not used up through making

./.

¹ [Special category of currency during National Socialist period for conversion of emigrants' asset values under special conditions (often punitive exchange rates). Sperrmark, lit. "blocked mark".]

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these purchases, and to enable the foreign participants to settle their claims in cultural assets, the Bank is obligated to immediately issue a declaration of consent to the Prussian State whereby the state will be prepared to sell its own items from the cultural collections in the Berlin museums to Mr. S. Rosenberg as trustee of the foreign participants in accordance with the following conditions:

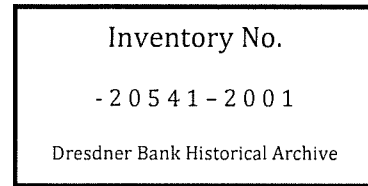
a) Together with Mr. S. Rosenberg, the representatives of the Prussian State will create a list of cultural items that will be provided for sale by the Berlin state museums and which items should be [illegible].

b) The pricing of the individual [illegible] items should be determined through negotiation between the representatives of the Prussian State and Mr. S. Rosenberg. If no agreement can be reached in relation to determining the pricing, an expert who has is acceptable for both parties should set a binding price. This expert will be Dr. v. Falke. The expert should base the price that he sets on the price that would currently be paid for comparable cultural items on the international art market.

c) The total purchase price that is determined in this way and to be paid for the transfer of state cultural items may not exceed the amount that remains from the original Sperrmark credit of RM 778,125.00 after deducting any funds that were used for purchases on the private market.

./.

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d) The list must be created within fourteen days of this agreement coming into effect.

Dresdner Bank has the power of disposition over the identified cultural items. It agrees that cultural items from these portfolios will be transferred to Mr. S. Rosenberg under the same conditions that are provided for the transfer of cultural items from Berlin state museums in this agreement, and, indeed, with the stipulation that the [illegible] of the cultural items that are to be transferred will be [illegible] by the General Director of the state museums Dr. Kümmel, and Dr. Schmidt jointly with Mr. S. Rosenberg.

If [illegible] the representatives of the Prussian State [illegible] and Dr. Schmidt are unable to reach an agreement about the cultural items that are to be transferred by the Prussian State / Dresdner Bank within a period of four weeks from the agreement coming into effect, the Consortium has the right to declare its withdrawal from this agreement. This must be declared in the form of a registered letter to the Bank and issued within a subsequent notice period of four days.

The start date of the notice periods will be June 17, 1935.

The effectiveness of this agreement is dependent upon this agreement being approved in writing by the foreign exchange department.

Berlin, June 14, 1935

[signature]

D R E S D N E R B A N K

[signature]

[signature]

[signature]

[illegible text]

Inventory No.
- 2 0 5 4 1 - 2 0 0 1
Dresdner Bank Historical Archive

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[illegible text]

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Dresdner Bank Historical Archive

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Berlin, June 14, 1935

[signature]

D R E S D N E R B A N K

[signature]

[signature]

[signature]



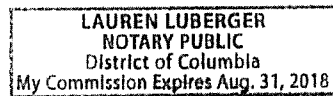
TRANSPERFECT

AFFIDAVIT OF ACCURACY

I, Courtney O'Connell, hereby certify that the following is, to the best of my knowledge and belief, a true and accurate translation of "the enclosed document entitled 'purchase agreement' dated June 14, 1935" from German into English.

Courtney O'Connell
TransPerfect Translations, Inc.
700 6th Street NW
Washington, DC 20001

Sworn to before me this
5th day of December 2014

Signature, Notary Public

Stamp, Notary Public

Washington, D.C.

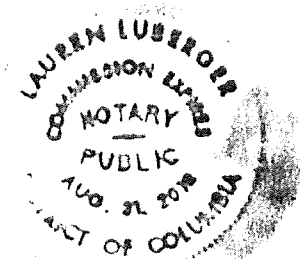


EXHIBIT 6

N. C. ~~arrived~~ on the 11th
 He left leaving us in constant
 and improvised quarters and in
 the middle of our struggle have
retained the best will and with
out.

Henry Thoreau



from the other side of
the river (probably from the
west)

Hotel, Dersifenshof

Marlin 70's

William Gladstone

14-7-1953

6

the Blue

Herbert Davis,

Decker

Hauptsächlich dazu, als Mittel
 der Verbesserung zu dienen, mit dem
 Hauptzweck u. die besten aufzubewahren
 Vorhanden zu sein.
 Die Länge der einzelnen verfahrenen
 atmosphärischen Luft zu messen
 schaden. Ist nicht dazu vorgesehen,
 daß der Vortrag fürwahr nicht
 verstanden wird,
 der Vortrag ist schon schon auf
 Grund dieser Frage. Nichts ist
 nicht mit der Untersuchung nicht

[illegible] for [illegible] reasons, the legal effectiveness is not excluded.

[signature:] Saemy Rosenberg

Hotel Fürstenhof
Berlin W.
at Potsdamer Platz

[illegible]

15
6

June 14, 1935

To

Dresdner Bank,
Berlin

herewith, as representative of the Guelph Treasure Consortium, I declare my agreement with the purchase [illegible] in accordance with the Agreement that has been made today.

I received verbal assent to the [illegible] right of disposition of the Consortium. I will ensure that the agreement is signed in accordance with form.

However, the agreement is already legally effective on the basis of this assent, as soon as you have also signed this.

Inventory No.
- 2 0 5 4 1 - 2 0 0 1
Dresdner Bank Historical Archive



TRANSPERFECT

AFFIDAVIT OF ACCURACY

I, Courtney O'Connell, hereby certify that the following is, to the best of my knowledge and belief, a true and accurate translation of "the enclosed letter from Saemy Rosenberg dated June 14, 1935" from German into English.

Courtney O'Connell
TransPerfect Translations, Inc.
700 6th Street NW
Washington, DC 20001

Sworn to before me this
5th day of December 2014

Signature, Notary Public

LAUREN LUBERGER
NOTARY PUBLIC
District of Columbia
My Commission Expires Aug. 31, 2018

Stamp, Notary Public

Washington, D.C.

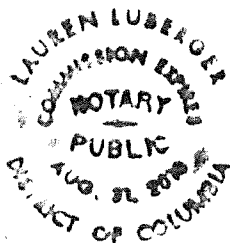


EXHIBIT 7

Hitler Will Receive \$2,500,000 Treasure: Guelph Collection, Long ...
The Sun (1837-1987), Oct 31, 1935. ProQuest Historical Newspapers. Baltimore Sun, The (1837-1988)
 Pg. 2

Hitler Will Receive \$2,500,000 Treasure

**Guelph Collection, Long Owned By
 Dukes, To Be Presented To**

Leader As Surprise

Berlin, Oct. 30 (Special).—The bulk of the so-called Guelph treasure, which was purchased early this summer by the Prussian Government for \$2,500,000, will be presented to Adolf Hitler as a "surprise gift," it was disclosed here tonight.

The treasure includes an important collection of church vessels and sacred relics, richly studded with precious stones. Long owned by the Dukes of Brunswick, the treasure was purchased by a consortium of art dealers and sold to the Prussian Government.

Gen. Hermann Wilhelm Goering, Premier of Prussia, will preside at the ceremony at which the gift to Hitler will be made.

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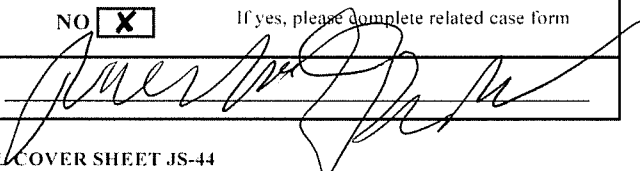
<input type="radio"/> E. General Civil (Other)	OR	<input type="radio"/> F. Pro Se General Civil
<u>Real Property</u> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent, Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property <u>Personal Property</u> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<u>Bankruptcy</u> <input type="checkbox"/> 422 Appeal 27 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <u>Prisoner Petitions</u> <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions <input type="checkbox"/> 560 Civil Detainee – Conditions of Confinement <u>Property Rights</u> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <u>Federal Tax Suits</u> <input type="checkbox"/> 870 Taxes (US plaintiff or defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	<u>Forfeiture/Penalty</u> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <u>Other Statutes</u> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 430 Banks & Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organization <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes <input checked="" type="checkbox"/> 890 Other Statutory Actions (if not administrative agency review or Privacy Act)

<input type="radio"/> G. Habeas Corpus/ 2255 <input type="checkbox"/> 530 Habeas Corpus – General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	<input type="radio"/> H. Employment Discrimination <input type="checkbox"/> 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation) <i>*(If pro se, select this deck)*</i>	<input type="radio"/> I. FOIA/Privacy Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act) <i>*(If pro se, select this deck)*</i>	<input type="radio"/> J. Student Loan <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (excluding veterans)
<input type="radio"/> K. Labor/ERISA (non-employment) <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="radio"/> L. Other Civil Rights (non-employment) <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Americans w/Disabilities – Employment <input type="checkbox"/> 446 Americans w/Disabilities – Other <input type="checkbox"/> 448 Education	<input type="radio"/> M. Contract <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholder's Suits <input type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> N. Three-Judge Court <input type="checkbox"/> 441 Civil Rights – Voting (if Voting Rights Act)

V. ORIGIN
☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify)
 ☐ 6 Multi-district Litigation
 ☐ 7 Appeal to District Judge from Mag. Judge

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)
 28 U.S.C. § 1330 and 28 U.S.C. §§ 1605-07 (the Foreign Sovereign Immunities Act). Restitution of collection of artworks.

VII. REQUESTED IN COMPLAINT	CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 <input type="checkbox"/>	DEMAND \$ 9999	JURY DEMAND: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
VIII. RELATED CASE(S) IF ANY	(See instruction)	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If yes, please complete related case form

DATE: February 23, 2015	SIGNATURE OF ATTORNEY OF RECORD 
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INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the cover sheet.

- I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC. 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III. CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV. CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII. RELATED CASE(S). IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk's Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

_____)	
<i>Plaintiff</i>)	
)	
v.)	Civil Action No.
)	
_____)	
<i>Defendant</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 60 days after service of this summons on you (not counting the day you received it) you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default may be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

ANGELA D. CAESAR, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

_____)	
<i>Plaintiff</i>)	
)	
v.)	Civil Action No.
)	
_____)	
<i>Defendant</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

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Within 60 days after service of this summons on you (not counting the day you received it) you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default may be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

ANGELA D. CAESAR, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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 was received by me on *(date)* _____.

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 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: