

DECLASSIFIED
Authority NND 968103
By TB NARA Date 9/28/99

RG 131
Entry NN 3-13194001
File FFC GEN 1
Box 501

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, FELIX WILDENSTEIN, being duly sworn, depose and state :

THAT I am the president of Wildenstein & Co., Inc., and I am fully acquainted with all the details relating to the corporate structure.

THAT there have been no changes in the corporate structure of Wildenstein & Co., Inc. since September 30, 1941.

THAT the information contained in our affidavit dated September 30, 1941 represents the complete outline of our corporate structure.

Felix Wildenstein

Sworn to before me
this 28 day of April, 1945

Theodore G. Snedeker

Notary Public
THEODORE G. SNEDEKER
Notary Public, Nassau County No. 1655
Cort. Filed in N. Y. Co., No. 645, Reg. No. 1-119-S-7
Commission Expires March 30, 1947

DECLASSIFIED
Authority **NND 968103**
By **TB** NARA Date **9/28/99**

RG 131
Entry NN 3-131 940011
File FFC Genl
Box 501

FREDERICK WM. GREENFIELD & CO.
CERTIFIED PUBLIC ACCOUNTANTS
500 FIFTH AVENUE
NEW YORK

*
* WILDENSTEIN & CO., INC. *
* FINANCIAL STATEMENTS *
* DECEMBER 31, 1944 *
*

DECLASSIFIED
 Authority NND 968103
 By TB NARA Date 9/28/99
 RG 131
 Entry NN 3-131 94001
 File

WILDENSTEIN & CO., INC.
 19-21 EAST 64th STREET
 NEW YORK CITY

BALANCE SHEET
 DECEMBER 31, 1944

ASSETS

Cash in Banks and on Hand		\$1,151,819.27
Accounts Receivable		1,374,207.07
United States Government Treasury Bonds - at cost \$	60,000.00	
Accrued Interest Receivable	128.47	
		<u>60,128.47</u>
Merchandise Inventory	\$3,710,189.18	
Less - Participation Accounts	218,902.28	
		<u>3,491,286.90</u>
40 shares of 19 East 64th Street Corp.		30,000.00
Automobile	\$ 1,459.85	
Less - Reserve for Depreciation	1,368.60	
		<u>91.25</u>
TOTAL ASSETS		\$6,107,532.96

LIABILITIES

Accounts Payable		\$6,089,249.44
Reserve for Federal Income and State Franchise Taxes		59,141.63
Accrued Expenses		39,966.10
		<u>6,188,357.17</u>
TOTAL LIABILITIES		\$ 6,188,357.17
CAPITAL - 1,000 shares of No Par Value		\$ 80,824.21

Made up as follows:

Capital and Surplus - January 1, 1944		\$ 157,328.50
Net Profit for the year 1944	\$ 127,507.16	
Less - Reserve for Federal Income Taxes	51,002.87	
		<u>76,504.29</u>
		\$ 80,824.21

DECLASSIFIED
 Authority NND 967103
 By TB NARA Date 9/28/96

RG 131
 Entry NN 3-131 9400
 File FEC Genl
 Box 501

WILDENSTEIN & CO., INC.

STATEMENT OF INCOME, PROFIT AND LOSS
 FOR THE YEAR ENDED DECEMBER 31, 1944

Sales		\$1,263,581.41
COST OF SALES:-		
Merchandise Inventory - January 1, 1944	\$3,375,701.16	
Purchases	1,047,436.13	
	<u>\$4,423,137.29</u>	
Deduct - Merchandise Inventory - December 31, 1944	3,710,189.18	
		<u>712,948.11</u>
GROSS PROFIT ON SALES		\$ 550,633.30
OTHER INCOME:-		
Interest Earned	\$ 2,569.78	
Commissions Earned	1,758.20	
		<u>4,327.98</u>
GROSS INCOME		\$ 554,961.28
CHARGES AGAINST GROSS INCOME:-		
Commissions Paid	\$ 126,035.98	
Salaries	69,554.62	
Rent	26,083.50	
Legal	11,504.13	
Traveling	10,314.75	
Duty, Freight, Cartage, and Expressage	4,894.78	
Insurance	7,784.41	
Selling Expenses	53,538.01	
Advertising, Printing, and Stationery	56,871.30	
Light, Heat, and Power	5,654.21	
Repairs	3,403.60	
Telephone, Telegraph, Cables, and Postage	4,579.97	
Porters' Expenses and House Supplies	10,896.09	
Taxes	25,054.04	
Depreciation on Automobile	364.96	
Miscellaneous Expense	10,919.77	
		<u>427,454.12</u>
NET PROFIT FOR THE YEAR 1944		\$ 127,507.16

DECLASSIFIED
Authority: **NND 968103**
TDS NARA Date **9/28/99**

RG 131
Entry NN 3-131 44001
File FFC Gen'l
Box 501

**FEDERAL RESERVE BANK
OF NEW YORK**

329 (Revised)

FISCAL AGENT OF THE UNITED STATES

MEMORANDUM

April 25, 1944

TO: Foreign Funds Control,
Treasury Department,
Washington, D. C.

FROM: Analysis Unit, Reports Section,
Foreign Funds Control Department,
Federal Reserve Bank of New York,
New York, New York.

ATTENTION: Unit 244

Enclosed herewith are copies of additional in-
formation which we received from Wildenstein and Company Inc.
in answer to our request of March 27, 1944.

*noted
msd*

Enclosure



DECLASSIFIED

Authority **NND 968103**By **TB** NARA Date **9/29/99**

RG	<u>131</u>
Entry	<u>NN 3-131 94001</u>
File	<u>FFC Gen'l</u>
Box	<u>501</u>

348

In reply please refer
to ANAL: AR

Extended to
5/1/44
March 27, 1944

Wildenstein & Co., Inc.
19 East 64th Street
New York, New York

Gentlemen:

The Treasury Department has requested us to obtain from you within twenty days, in duplicate and under oath, audit reports for your fiscal year ended **12/31/43**. In the event that you do not have audit reports prepared by an outside accountant, kindly furnish us with balance sheet, profit and loss statement and reconciliation of surplus. If you cannot furnish the above information within twenty days, kindly advise us as to when we may expect to receive it.

You are further required to submit an affidavit setting forth any changes that may have taken place in your corporate structure since the filing of your affidavit dated **9/30/41** in answer to questionnaire form TFBE-1 (Revised).

Very truly yours,

per pro _____
Foreign Funds Control Dept.

DECLASSIFIED
Authority NND 968103
By TB NARA Date 9/20/99

RG 171
Entry NN 3-131-44001
File REC 968103
Box 501

FREDERICK WM. GREENFIELD & CO.
CERTIFIED PUBLIC ACCOUNTANTS
500 FIFTH AVENUE
NEW YORK 10017

STATE OF NEW YORK
In SENATE
January 10, 1944
REPORT
OF THE
COMMISSIONERS OF THE DEPARTMENT OF TAXATION AND FINANCE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 11, 1943
RELATIVE TO THE
FINANCIAL STATEMENTS OF
WILDENSTEIN & CO., INC.
FOR THE YEAR ENDED
DECEMBER 31, 1943

*
* WILDENSTEIN & CO., INC. *
*
* FINANCIAL STATEMENTS *
*
* DECEMBER 31, 1943 *
*

REF ID: A66001

DECLASSIFIED
 Authority NND 968103
 By TB NARA Date 9/28/99

RG 121
 Entry UN 3-13 44001
 File REC 44001
 Box 501

WILDENSTEIN & CO., INC.
 19-21 EAST 64th STREET
 NEW YORK CITY

BALANCE SHEET
 DECEMBER 31, 1943

ASSETS

Cash in Banks and on Hand		\$ 515,882.43
Accounts Receivable		1,463,101.47
United States Government Treasury Bonds, 2½%, due June 15, 1969-64 \$ 50,000.00 (Market Value - \$50,000.00)		
Accrued Interest Receivable		55.55
		<hr/>
		50,055.55
Merchandise Inventory	\$3,375,701.16	
Less - Participation Accounts	216,495.78	
		<hr/>
		3,159,205.38
40 shares of 19 East 64th Street Corp.		30,000.00
Automobile	\$ 1,459.85	
Less - Reserve for Depreciation	1,003.64	
		<hr/>
		456.21
		<hr/>
TOTAL ASSETS		\$5,218,701.04

LIABILITIES

Accounts Payable	\$5,358,058.03	
Accrued Expenses	17,971.51	
		<hr/>
TOTAL LIABILITIES		5,376,029.54

CAPITAL - 1,000 shares of No Par Value \$ 157,328.50

Made up as follows:

Capital and Surplus - January 1, 1943	\$ 411,087.01	
Deduct - Net Profit for the year 1943	253,758.51	
		<hr/>
		\$ 157,328.50

DECLASSIFIED
 Authority NND 968103
 By TB NARA Date 9/28/99

RG 131
 Entry NU 3-131 94001
 File FEC Genl
 Box 501

CO., INC.

STATEMENT OF INCOME, PROFIT AND LOSS
 FOR THE YEAR ENDED DECEMBER 31, 1943

Sales		\$978,905.12
COST OF SALES:-		
Merchandise Inventory, January 1, 1943	\$3,166,372.20	
Purchases	641,528.59	
	<hr/>	
	\$3,807,900.79	
Deduct - Merchandise Inventory, December 31, 1943	3,375,701.16	
	<hr/>	
		432,199.63
GROSS PROFIT ON SALES		\$546,705.49
OTHER INCOME:-		
Interest Earned	\$ 1,799.18	
Commissions Earned	3,239.00	
	<hr/>	
		5,038.18
GROSS INCOME		\$551,743.67
CHARGES AGAINST GROSS INCOME:-		
Commissions Paid	\$ 85,094.06	
Salaries	51,435.45	
Rent	26,287.50	
Legal	3,305.80	
Traveling	14,604.86	
Duty, Freight, Cartage, and Expressage	3,462.39	
Insurance	8,752.32	
Selling Expenses	37,964.92	
Advertising, Printing, and Stationery	37,846.13	
Light, Heat, and Power	4,924.17	
Repairs	6,352.14	
Telephone, Telegraph, Cables, and Postage	3,014.79	
Porters' Expenses and House Supplies	5,756.86	
Taxes	2,450.10	
Depreciation on Automobile	364.96	
Miscellaneous Expense	6,368.71	
	<hr/>	
		297,985.16
NET PROFIT FOR THE YEAR 1943		\$253,758.51

DECLASSIFIED
Authority **NND 967103**
by **TB** NARA Date **9/28/99**

RG 131
Entry NN 3-13 94001
File FFC Gen 1
Box 501

329

**FEDERAL RESERVE BANK
OF NEW YORK**

**FISCAL AGENT OF THE UNITED STATES
MEMORANDUM**

May 5, 1943

TO: Foreign Funds Control, Treasury Department
Fifth Floor, Washington Building
Washington, D. C.

FROM: Analysis Unit, Reports Section
Foreign Funds Control Department
Federal Reserve Bank of New York
New York, New York

ATTENTION: Mr. Walter M. Day

Enclosed herewith are copies of additional information which we received from Wildenstein & Company as requested in our letter of April 15, 1943.

1943 MAY 1 AM 8 03



DECLASSIFIED
Authority NND 968103
By TB NARA Date 9/28/99

RG	131	
Entry	NN 3-13	9-1001
File	TFBE-1	
Box	501	

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In reply please refer
to ANAL: AR

April 15, 1943

Wildenstein & Company
19 East 64th Street
New York, New York

Gentlemen:

The Treasury Department has requested us to obtain from you within twenty days, in duplicate and under oath, audit reports for your fiscal year ended 12/31/42. In the event that you do not have audit reports prepared by an outside accountant, kindly furnish us with balance sheet, profit and loss statement and reconciliation of surplus. If you cannot furnish the above information within twenty days, kindly advise us as to when we may expect to receive it.

You are further required to submit an affidavit setting forth any changes that may have taken place in your corporate structure since the filing of your affidavit dated 9/30/41 in answer to questionnaire form TFBE-1 (Revised).

Very truly yours,

per pro.
Foreign Funds Control Dept.

DECLASSIFIED

Authority NND 968103

By TB NARA Date 9/28/98

RG	<u>131</u>
Entry	<u>NN 3-13194001</u>
File	<u>FFC Gen'l</u>
Box	<u>501</u>

WILDENSTEIN & CO.

INC.

NINETEEN EAST SIXTY-FOURTH STREET

NEW YORK

Federal Reserve Bank of New York
70 Pine Street
New York City

Attention: Foreign Funds Control Department

Re - ANAL:AR

Gentlemen:

In reply to your letter of April 15, 1943, we wish to state that there has been no change in our corporate structure since we filed our affidavit dated September 30, 1941, in answer to your questionnaire TFBE-1.

As requested, we are enclosing, in duplicate, a balance sheet, profit and loss statement, and reconciliation of surplus for our fiscal year ended December 31, 1942.

WILDENSTEIN & CO., INC.

by Jacob Wildenstein
President

Sworn to before me

this 27th day of April 1943

Michael L. McLaughlin
Notary Public

NOTARY PUBLIC, N. Y. County

N.Y. County Clerk's No. 126

My commission expires N. Y. County Register's No. 4MC 186

Commission Expires March 30, 1944

DECLASSIFIED
Authority NND 968103
By TB NARA Date 9/28/99

RG 171
Entry NN 3-13 941001
File FFC 4211
Box 501

WILDENSTEIN & CO.
INC.
NINETEEN EAST SIXTY-FOURTH STREET
NEW YORK

I, Felix Wildenstein, President of Wildenstein & Co., Inc. of
19 East 64th Street, New York, N. Y., do hereby make the
following statement under oath:

The attached balance sheet, profit and loss
statement, and reconciliation of surplus
reflect the true operations of Wildenstein &
Co., Inc. for the fiscal year ended December
31, 1942.

Felix Wildenstein

Sworn to before me
this 27th day of April 1943

Michael S. Macauliffe
Notary Public
NOTARY PUBLIC, N. Y. County
N.Y. County Clerk's No. 126
My commission expires N. Y. County Register's No. 4MC 186
Commission Expires March 30, 1944

DECLASSIFIED
Authority **NND 968103**
By **TB** NARA Date **9/28/99**

RG 131
Entry NN 3-13 9-1001
File FFC 401
Box 501

WILDENSTEIN & CO., INC.

FINANCIAL STATEMENTS

DECEMBER 31, 1942

NO 6 MA 1 VAN 201

DECLASSIFIED
 Authority NND 968103
 By TB NARA Date 9/28/98

RG 131
 Entry NN 3-13 941001
 File FFC 941001
 Box 501

WILDENSTEIN & CO., INC.
 19 EAST 64th STREET
 NEW YORK CITY

BALANCE SHEET
 DECEMBER 31, 1942

ASSETS

Cash in Banks and on Hand		\$ 34,453.43
Accounts Receivable		2,022,975.95
Merchandise Inventory	\$3,166,372.20	
Less - Participation Accounts	224,715.77	
		<u>2,941,656.43</u>
40 shares of 19 East 64th Street Corp.		30,000.00
Automobile	\$1,459.85	
Less - Reserve for Depreciation	638.68	
		<u>821.17</u>
TOTAL ASSETS		\$5,029,906.98

LIABILITIES

Accounts Payable	\$5,426,988.52	
Accrued Expenses	14,005.47	
		<u>5,440,993.99</u>
TOTAL LIABILITIES		5,440,993.99

CAPITAL - 1,000 shares of No Par Value \$ 411,087.01

Made up as follows:

Capital and Surplus - January 1, 1942	\$ 226,255.38	
Deduct - Net Loss for the year 1942	637,342.39	
		<u>\$ 411,087.01</u>

TO E M A V W 3 03

DECLASSIFIED
 Authority: NND 968103
 By: TB NARA Date: 9/28/99

RG 171
 Entry NN 3-13 2-1001
 File FPC 1111
 Box 501

WILDENSTEIN & CO., INC.

STATEMENT OF INCOME, PROFIT AND LOSS
 FOR THE YEAR ENDED DECEMBER 31, 1942

Sales		\$1,720,385.7
COST OF SALES:-		
Merchandise Inventory - January 1, 1942	\$3,551,799.54	
Deduct - Merchandise Lost in France	313,464.25	
	<hr/>	
Add - Purchases	\$3,238,335.29	
	524,500.24	
	<hr/>	
Deduct - Merchandise Inventory, December 31, 1942	\$3,762,835.53	
	3,166,372.20	
	<hr/>	
		596,463.3
GROSS PROFIT ON SALES		\$1,123,921.9
OTHER INCOME:-		
Interest Earned	\$ 1,764.91	
Commission Earned	666.50	
	<hr/>	
		2,431.4
GROSS INCOME		\$1,126,353.3
CHARGES AGAINST GROSS INCOME:-		
Salaries	\$ 85,437.09	
Commissions Paid	276,510.03	
Rent	26,137.50	
Legal	7,282.90	
Traveling	14,026.99	
Duty, Freight, Cartage, and Expressage	2,593.90	
Insurance	11,927.86	
Selling Expenses	26,318.43	
Advertising, Printing, and Stationery	16,773.20	
Light, Heat, and Power	4,028.55	
Repairs	1,092.90	
Telephone, Telegraph, Cables, and Postage	3,096.35	
Porters' Expenses and House Supplies	4,511.81	
Taxes	1,859.97	
Depreciation on Automobile	364.96	
Miscellaneous Expense	3,696.61	
Property lost in France	1,278,036.68	
	<hr/>	
		1,763,695.7
NET LOSS FOR THE YEAR 1942		\$ 637,342.3

DECLASSIFIED
Authority **NND 968103**
By **TB** NARA Date **9/28/99**

RG 131
Entry UN 3-131 94001
File FFC Genl
Box 501

**FEDERAL RESERVE BANK
OF NEW YORK**

FISCAL AGENT OF THE UNITED STATES

M E M O R A N D U M

January 23, 1943

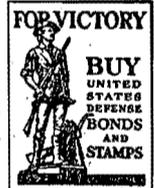
TO: Foreign Funds Control, Treasury Department
Fifth Floor, Washington Building
Washington, D. C.
Foreign Funds Control Department

FROM: Analysis Unit, Reports Section
~~Foreign Funds Control Department~~
Federal Reserve Bank of New York
New York, New York

ATTENTION: Mr. Walter M. Day

Enclosed herewith are copies of additional information which we received from Wildenstein and Company, Incorporated in response to our request of December 30, 1942.

*noted BE-1
SML*



DECLASSIFIED

Authority **NND 968103**

By **TB** NARA Date **9/29/99**

RG	<u>131</u>
Entry	<u>NN 3-131 94001</u>
File	<u>FFC Gen'l</u>
Box	<u>501</u>

WILDENSTEIN & CO.
INC.
NINETEEN EAST SIXTY-FOURTH STREET
NEW YORK

Federal Reserve Bank of New York
70 Pine Street
New York City

Attention: Foreign Property Control Department

Re: ANAL: MJH

Gentlemen:

In reply to your letter of December 30, 1942, we wish to state that there has been no change in our corporate structure since we filed our affidavit dated September 30, 1941, in answer to questionnaire TFBE-1.

As requested, we are enclosing, in duplicate, a complete descriptive list of all paintings and objects of art which we are holding for blocked nationals.

WILDENSTEIN & CO., INC.

by *Jules Wildenstein*
President

Sworn to before me

this 15th day of January, 1943

Nicholas J. Lauria
Notary Public

NOTARY PUBLIC, BRONX CO. No. 20, REG. No. 87-S-43
CERT. FILED IN N. Y. CO. No. 657, REG. No. 3-S-432
COMMISSION EXPIRES MARCH 30, 1943

My commission expires _____

DECLASSIFIED

Authority NND 968103

By TB NARA Date 9/28/99

RG	131
Entry	NN 3-13 94001
File	FFC Gen'l
Box	501

210 Rev. 1 - 9/41

FEDERAL RESERVE BANK
OF NEW YORK

MEMORANDUM

October 16, 1941

To: Treasury Department
Washington, D. C.

Attention: Mr. Day

We are enclosing the original and triplicate
copies of an affidavit filed by Wildenstein & Company, Inc.
in response to questionnaire Form TFBE-1.

Encls.
ELG:ES

103247

DECLASSIFIED
Authority NND 968103
By TB NARA Date 9/28/99

RG 131
Entry NN 3-131-241001
File
Box 501

WILDENSTEIN & CO., INC.

Information Submitted in Response

To Form TFBE-1 of The Treasury

Department

DECLASSIFIED
 Authority **NND 968103**
 By **TB** NARA Date **9/28/98**

RG 131
 Entry NN 3-13 94001
 File FEL GEN
 Box 501

- (1) Wildenstein & Co., Inc.
 Organized under the laws of New York State
 Operated as an unincorporated business from 1903 to 1924
 Operated as a corporation since May 17, 1924
 Only office maintained is located at 19 East 64th Street, New York, N. Y.
 Affiliated with the following:
 Wildenstein & Cie.
 57 Rue la Boetie, Paris, France
 Wildenstein & Co. Ltd.
 147 New Bond Street, London, England
 G. Wildenstein - Enrique L. Heniot, Representative
 Florida 914, Buenos Aires, Argentina
 19 East 64th Street Corp.
 19 East 64th Street, New York, N. Y.

- (2) Form TFR 100 has been filed by Mr. Felix Wildenstein as President of Wildenstein & Co., Inc. However, this report was incomplete due to the fact that Mr. Georges Wildenstein, who is more familiar with the affairs of the corporation, was in Paris and was therefore unable to assist in its preparation.

- (3) The corporation is engaged in the business of buying and selling antique paintings, drawings, sculpture, furniture, and other works of art. It also maintains a decorating department which is, of course, secondary to its main business.

In the past, most of the purchasing was done by Mr. Georges Wildenstein while he was in France. As he is now in the United States and plans to remain here permanently, his buying activities will be centralized here.

Practically all sales are made in the United States to private collectors, public museums and galleries. In addition to selling regular stock in trade, the corporation sells property it holds in participation with other galleries and individuals, as well as works of art received on consignment.

In order to promote interest in art, various exhibitions are held at the gallery, and works of art are sent by the corporation for exhibition throughout North and South America.

- (4) The following persons are the directors and executive officers of the corporation:

Felix Wildenstein, President
 Pine Ridge, West Mountain Road, Ridgefield, Conn.
 American Citizen
 Frederick Wm. Greenfield, Treasurer and Secretary
 500 Fifth Avenue, New York, N. Y.
 American Citizen

- (5) 80% of the shares of the corporation are registered in the name of Rex Trust Ltd. as nominee for Mr. Georges Wildenstein, a French National, residing at the Hotel Pierre, New York, N. Y.

The remaining 20% of the shares are registered in the name of Felix Wildenstein, an American Citizen, residing at Pine Ridge, West Mountain Road, Ridgefield, Conn. This interest, representing 200 shares, is subject to an option to purchase, in favor of Mr. Georges Wildenstein, and 20 shares have already been purchased.

The corporation has an indebtedness carried in the name of Rex Trust Ltd., as nominee for Mr. Georges Wildenstein, in the sum of \$4,295,898. -

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DECLASSIFIED
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 By TB NARA Date 9/28/99

- (6) Corporation owns 40 shares of the 19 East 64th Street Corp. This latter corporation has an authorized and issued capital stock of 100 shares with no par value. Its sole business activity is limited to the ownership and operation of the land and building occupied by Wildenstein & Co., Inc.
- (7) Capital structure is made up of 1000 shares of no par capital stock and all of these shares have been issued at \$5.00 per share. No changes have taken place since January 1, 1939.
- (8) Schedules attached
- (9) Nothing
- (10) Nothing
- (11) Schedules attached
- (12) Statement of transactions and operations to be covered by license:
 - 1 - To make payments and transfers of credit covering purchases of paintings and art objects, as well as ordinary operating expenses.
 - 2 - To transfer, deliver, substitute, and receive evidences of ownership of property and evidences of indebtedness, and to execute other transactions ordinarily incidental to the operation of our business.
 - 3 - To make sales and delivery of paintings and art objects for our own account, as well as to effect transactions ordinarily incidental thereto.
 - 4 - To make sales and delivery of paintings and art objects for the account of others, and effect transactions ordinarily incidental thereto. In the case of property owned by blocked nationals, we will deposit in their respective blocked accounts the proceeds of any sales, after deduction of our expenses and commissions.
 - 5 - To advance to our branch in Buenos Aires, Argentina, a sum not in excess of \$3,000.- per month to cover expenses for operation. To transfer and deliver to this Argentina branch from time to time paintings and other art objects.
- (13) Nothing

"The above information is given by me as President of Wildenstein & Co., Inc. in response to questionnaire Form TFBE-1 of the Treasury Department, a copy of which is attached hereto and made a part hereof. Such affidavit has been prepared by me, or under my direction, and I have personal knowledge of the facts stated therein. No material facts or pertinent information called for by such questionnaire have been omitted except as specifically indicated above."

Felix Wildenstein
 President

Sworn to before me this 30th day of Sept. 1941.

Matthew J. Lundberg
 Notary Public

MATTHEW J. LUNDBERG
 NOTARY PUBLIC, Kings County
 Kings Co. Clk. No. 7, Reg. No. 2007
 N. Y. Co. Clk. No. 22, Reg. No. 2-L-22
 Commission expires March 30, 1942

RG 131
 Entry NN 3-131 94001
 File FFC Genl
 Box 501

DECLASSIFIED
 Authority NND 968103
 By TB NARA Date 9/28/99

8 -

Cash in Domestic Banks and On Hand

June 14, 1941

The Fifth Avenue Bank of New York	New York City	104,014.76	
Manufacturers Trust Company	" " "	100,000. -	
Bank of the Manhattan Company	" " "	6,314.46	
Trade Bank and Trust Company	" " "	20,000. -	
National City Bank	" " "	10,000. -	
Cash on Hand		<u>130.11</u>	<u>240,459.3</u>

Cash in Domestic Banks and On Hand

September 24, 1941

The Fifth Avenue Bank of New York	New York City	124,952.63	
Manufacturers Trust Company	" " "	100,000. -	
Bank of the Manhattan Company	" " "	2,864.55	
Trade Bank and Trust Company	" " "	20,000. -	
National City Bank	" " "	10,000. -	
Cash on Hand		<u>193.14</u>	<u>258,010.3</u>

Cash in Foreign Banks

June 14, 1941

Morgan, Grenfell & Co., London, England	£ 4-8-2	17.76	
Morgan & Cie., Paris, France	2083.90 Francs	<u>47.93</u>	<u>65.6</u>

RG 131
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Accounts Receivable and Loans

June 14, 1941

Due from Residents of the United States

E. Arthur Ball	281,413.54
R. Sterling Clark	7,000. -
Durand Ruel	2,237.50
Jules Furthman	500. -
Mrs. Walter Gay	440. -
Mrs. O'Donnell Hoover	464. -
Mrs. E. Kilvert	3,978. -
E. D. Levinson	6,000. -
M. J. Meehan	30,600. -
Phillips Memorial Gallery	2,800. -
E. G. Robinson	25,000. -
Mrs. Moritz Rosenthal	10,500. -
Dr. Paul J. Sachs	1,000. -
Jacques Seligmann & Co.	2,340. -
Wadsworth Atheneum	16,200. -
G. L. Winthrop	37,056. -
Felix Wildenstein	21,121.36
Georges Wildenstein	233,562.78

682,213.18

All of above are American Citizens, except
 Mr. Georges Wildenstein, who is a French National.

Due from Nationals

	<u>National of</u>	
Academy Arts Ltd.	Gibraltar	22,950. -
Enrique L. Heniot - South American branch	Argentina	18,085.10
Elizabeth Wildenstein	France	139,107.40
Wildenstein & Co. Ltd.	England	32,600.35
Estate of Nathan Wildenstein	France	487,730.08
Estate of Madame Nathan Wildenstein	France	6,475.59
Sundry Accounts		17,289.60

724,238.12

1,406,451.30

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Investments

June 14, 1941

40 shares of 19 East 64th Street Corp. Capital Stock 30,000. -

Merchandise Inventory

June 14, 1941

Consisting of hundreds of paintings, sculpture, furniture, and other objects of art.

<u>Location</u>	<u>Amount</u>	
United States	2,445,658.70	
Argentina	24,451.97	
France	456,006.06	
England	<u>357,386.47</u>	
		<u>3,283,503.20</u>

Automobile

June 14, 1941

Cadillac - 1941 Model 1,459.85

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Creditors

June 14, 1941

	<u>National of</u>	
19 East 64th Street Corp.	United States	11,595.59
L. Alavoine & Co.	United States	1,530. -
Anglo Continental Art Ltd.	England	17,072. -
Alex Ball	France	2,500. -
Richard Ball	France	16,527.50
B. Berenson	Italy	1,800. -
Societe Carlhian	France	11,242.98
Carlhian Exportation	France	1,065.55
Hartley Cooper & Co. Ltd.	England	2,021.49
Helft & Co.	France	7,850. -
Rawlinson and Hunter	England	3,750. -
Rex Trust Ltd. for the account of Georges Wildenstein	France	4,295,898.70
Maurice de Rothschild	France	20,000. -
Mrs. Marie D. Stransky	United States	1,795. -
J. Thannhauser	Switzerland	11,020. -
☒ Sundry		252,443.55

4,658,112.30

☒ Included in this sum, is an amount of \$245,039.66 which is carried on the books under the account of A. Seligmann, Rey & Co., Inc. This is a suspense account and will be eliminated after all the necessary foreign and domestic transactions have been recorded.

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11 - It is impossible to estimate future monthly receipts as they are dependent on the following:

- 1 - Amount of sales.
In our type of business, future sales volume cannot be measured or estimated on the basis of past experience.
- 2 - Credit Terms.
Our terms are very liberal and in many instances we extend credit for a period of years.
- 3 - Exchanges and Returns.
In many cases, we accept paintings from our clients as part payment on sales. We also permit the return of paintings that we have sold, and in certain instances, after the client has held the property for a long period of time.

Statement of Monthly Cash Receipts and Expenditures

For The Three Months Ended December 31, 1940

	<u>October</u>	<u>November</u>	<u>December</u>
<u>Receipts</u>			
Accounts Receivable Collections	15,500.-	13,551.90	47,203.77
<u>Expenditures</u>			
Salaries and Wages	5,593.90	2,775.12	1,594.64
Real Estate Taxes	5,662.-	-	-
■ Interest on Mortgage	3,206.25	-	-
■ Installment on Mortgage	1,500.-	-	-
Advertising, Printing and Stationery	284.42	677.86	467.43
Framing, Restoring, Photographs and Dues	105.77	166.83	432.85
Telephone, House Supplies, Repairs and Miscellaneous	716.52	555.60	876.11
Freight and Cartage	83.17	13.30	750.63
Insurance	178.40	1,142.17	74.18
Taxes	80.90	-	-
Light and Heat	189.71	161.57	642.01
Legal Expenses	-	3,000.-	-
South American Branch	-	190.82	1,500.-
Decorating Department	2,237.19	1,164.86	1,554.16
Commission	500.-	2,234.40	1,150.-
Purchases	-	5,000.-	30,300.-
	<u>20,338.23</u>	<u>17,082.53</u>	<u>39,342.01</u>

- - These payments are made for the account of 19 East 64th Street Corp., and are applied against the annual rent of \$15,000. - due to this corporation by Wildenstein & Co., Inc.

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Statement of Estimated Monthly Expenditures

Exclusive of Purchases

Salaries and Wages	6,000. -
■ Real Estate Taxes	5,600. -
■ Interest on Mortgage	3,200. -
■ Installment on Mortgage	1,500. -
Advertising, Printing and Stationery	2,000. -
Framing, Restoring, Photographs and Dues	1,500. -
Telephone, House Supplies, Repairs and Miscellaneous	1,200. -
Freight and Cartage	1,000. -
■ Insurance	3,000. -
■ Taxes	1,500. -
■ Commission	5,000. -
Light, Heat and Power	1,000. -
■ Legal Expenses	3,000. -
South American Branch	3,000. -
■ Decorating Department	5,000. -
	<hr/>
	43,500. -
	<hr/> <hr/>

■ - Expenditures are not made every month, represent maximum requirements in any one month.

■ - Impossible to estimate accurately, as these expenditures are based on the volume of sales.

Expenditures for Purchases

It is impossible to estimate the monthly disbursements for purchases. In certain months they are negligible, whereas in other months payments may be far in excess of \$100,000. -.

(1)

600250 Wildenstein Parson & Co. 7/24/53
not on Getty
Ptg. J.B. Pater, "The Swing"
From Switzerland

601046 Wildenstein P. 10/5/53
not on Getty
From Amsterdam
Ptg. Breughel "Un Moine avec un paysan"
Bought in London Aug 1952.

601414 Wildenstein 11/6/53
From London
P.T.S. A.J. Munnings. Por. of Ami Poth -

602837 Wildenstein 1/28/53
NOT on Getty index
Ptg. Joga - "Head of a bull" 22 1/2 x 27 3/4
(For Exhibition)

603460 Wildenstein 3/3/53
Ptg. Renoir, olive Pickers
From Switzerland

601439 Wildenstein 10/30/52
From Switzerland
3 P.T.S. Titorello, Titian Unknown artist
for repairs to be returned
Dr. Friedrich Schöni Zuerich

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(2)

601440 Wildenstein 10/30/52
 from Switzerland
 Ptg 16th c. Unknown artist Scene orientale

• 601518 Wildenstein 11/6/52
 from Japan
 • Susley, Reverse scene

• 601831 Wildenstein 12/1/52
 from London acquired in 1952
 • Mauret, Por. of Mrs. Mauret.

602679 Wildenstein 1/20/53
 Terracotta Bust - Fr. 19th c.

• 602004 Wildenstein 12/9/52
 • Renoir, self-portrait ~~from Switzerland~~
 From Switzerland (Schöni)

• 602680 Wildenstein 1/20/53
 • Ptg, Chardin, Child ("au totou").
 From Paris for sale

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(B)

601830 Wildenstein 12/12/57
 • PTs. Veronese: Virgin & Child with St. Elizabeth
 the infant St. John & St. Justina -
 40" x 61
 From London

602745 Wildenstein 2/4/52
 From Japan
 • Lintoretto Por. of a man

603224 " 3/5/52
 From London
 Ptq. Portugal c 1560 - Pentecost -
 Paul H x 7 3/4

603315 " 3/5/52
 From Switz.
 PTs Ganguin - la source mystericuse

~~603641~~

603859 " 4/14/52
 From Switz.
 Pt. 16th c. Virgin & Child & St. Dorothy

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103250

0600080 Wildenstein 7/8/52
From Paris

- 03 Ptg - °Veillard 72. 19th c. - 20th c.
- 02 Ptg. °Saurat White cat 19th c.
- 01 Pastel Boudin Cows. 72 " "

0600182 " 7/16/52

°Hieronymus Bosch, Ger. 16th c.
Scenes allegorical.
From Switzerland (Schön)

600183 " 7/16/52

- Ptg from Zurich
- 2 Ptg - Unknown artist, It. Sc. ^(Petrus Christus) ^{15th c.} { Geometry
 - 02 " °Gericault: Paysages
 - 01 Ptg °Dragonard: Famille Heureuse
 - L " Unknown artist, Fr. Sc., La Suisse
 - 01 " °Manet " Evasion de Rochefort
 - 01 " Daubigny " L'ecrivain

0600346 " 7/31/52

- 1 Ptg °Gericault

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- 600383 Wildenstein 8/1/52
From Japan
• Renoir, Landscape
- 600902 " 9/19/52
From Japan
Pty. by Vuillard "Reading"
- 603617 " 3/24/54
From Rome - "Temp. Import. "to dt."
• Pty. Lovisetti: Christ enthroned on
gold ground donor kneeling below.
- 603636 " 3/25/54
• Poussin, Renaldo & Arnida
From London
- 966221 " 1/23/52
• 3 Pty. Vuillard
• 1 " Seurat white cat
• 1 Pastel Boudin Cow
- 971644 " 3/25/52
• Pty. Crot

0970421 Wildenstein 1/20/53

0 Corot, View of St. Lo.

0970422 " 1/20/53

03 Ptes Marquet - " Hamburg
Boulogne
Mme Matisse

970633 " 1/21/53

01 Ptes Laganard La lecture

02 " Vuillard

01 Ptes Van Gogh Landscape with fig.
→ Ciborium Fr. XVth c.

0977095 " 3/19/53

Ptes. Laueret, 18th c.,

0 Por. of M. Grandval.

975635 " 3/6/53

0 Renoir Landscape →

726878 Weldenstein 9/27/49
From Switz

- Ptg. Matteis La belle prunesse de Rob.
 - " Tragonard Education fait tout
 - " Rubens Po. of an infant.
- From Switz.

734459 " 10/18/49

- Toulouse - Lautrec 'Absinthe drinkers'
- Manet - dog -
- Gauguin 'Le Meurtre'
- Lautrec 'Casque d'or'

734848 ~~Fr~~ " 10/18/49

2 Tapestries after
Boucher - pastorales.

734863 " 10/18/49

- Ptg. Ingres From Paris
Por. Duc d'Orleans -
- " Monet Bord de mer
- " Pissarro Winter scene
- " Jouglard vue d'un Port
- " Sisley Paysage
- " Renoir head of Arab child

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103263

- Ptg Claude Lorraine
- " " " "
- " Laurents Confetti
- " Van Gogh Fleurs
- " Pota Paysage
- " Coubet White horse
- " Degas 2 men
- " Morizot Boat
- " Degas man
- Drawing Ingre Por. of a man
- Ptg Perrais "Le Petit-neuf."
- " Degas Por. of a man
- Eng. Gauzin
- Ptg. Chardin still life
- " " " "
- " Perroux
- " Tragonard from Rotterdam & London
- " Guerin Marriage of the Virgin
- " Gros Bonapart.
- " Ital - head
- " Ital. Virgin bet. 2 saints
- " — Pieta
- Sc Marble statue
- " 2 marble groups

970168

15 Ptop

Wildenstein

1/25/54

• Gauguin	3
• Cezanne	2
• Monet	1
• Sisley	1
• Picasso	1
• Monticelli	3
• Courbet	1
• Steffan Van Gogh	1
• Renoir	2

 15

From Swetz (Schöni)

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103265

743603

1 Ptg.

743987

Large shipment
of drawings & Ptg

11/10/49

747818

Ship Ptg & Drawings

11/21/49

753516

From London

12/2/49

754866

Ptg

12/6/49

760172

• Rodin "The Thinker"

12/20/49

760375

• Roberti Adorator
From London

12/20/49

~~762~~

762673

4

12/27/49

Frames

786398

Carpets

764936

1/3/50

Pts Rembrandt

813771

4/27/50

Clodin 18th c. ~~tema~~

Clod.

4

71746

Frames

733082

4

Pts & Drawings Fr. Sc mainly.

737128

4

6 Pts Azame

(2) Vuillard

Bouvard

Boudin

Seurat

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103265

50 807170 Wildenstein Ptg Fr.

50 813226 " " Ptg dt. 15th

50 818926 " " Ptg. Tristoratto

50 826769 " " Ptg (2)

50 835527 " " Ptg (2) Veretain Sc

~~50 846509 " " _____~~

50 878495 * From Montreal.

Veronese Oil Ptg. Boy's Head \$500
dated 1600

Consequin R. W. Reford,
Montreal.

50 899773 Ptg from London

51 716680 Ptg Fr. Sc.

51 750282 " " "

51 757338 " " "

51 760417 " " "

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103268

- 51 810775 Weldenstein 5 P Tps. Lt. 15²
- 53 338881 " P Tg by Holbein
Por. of Ediz. Rich from
Ottawa Canada
- 53 336153 72 P Tps by Fr. Antico
- ~~53 335311 Fr. P Tps sent to Canada for
exh~~
- 51 325685 Sc. Bronze Neptune. 16c.
- 51 343574 Bronze figure of Christ 14c
Enamel cross with 4 14c.
- 51 354865 Ital Tryptich 14th c.
- 51 310555 8 P Tps Fr. Sc.
- 52 322081 Antiques from Frankfurt
(not listed)

8

604324 5/15/52 Brummer - Jehri's
 Imported from Switzerland -
 Dealer: Henri Heilbrunn, 5 Haldenstr., Lucerne.

● Coll. 27 Rhenish XII c. Rhenish Acquired from
 champvee plaquettes Guillaume
 gilded bronze dec. Daquerre, Paris
 with colored enamels April 1952

● Two Rhenish plaques " " " 4
 gilded bronze busts
 of 6 saints

one plaque in gilded
 bronze decorated the
 figures of 2 saints
 under an arcade Lunoiges XIII c. " 4

1 Chessman carved ivory French XII c. " 4
 depicting struggling warriors

1 Triptych, carved ivory; " XIII c. " 4
 Crucifixion

1 Lunoiges Crozier Head Lunoiges XII
 Head in gilded bronze
 depicting a saint kneeling
 between 2 soldiers

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103270

9

2 plaques in repoussé
on wooden ground
depicting Crucifixion
& Annunciation

German XII c. " 4

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103271

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COPY

Encl. 3

Special Report
 on the firm of
 WILDENSTEIN & Cie.
 Paris art dealers.

Note. The information on which the following report is based has been obtained partly from original documents and partly by interrogation of some of the persons most closely concerned. The interrogations were carried out at a Special X Art Interrogation Centre in August 1945.

1. The mystery which has hitherto surrounded the activities of the Jewish firm of art dealers WILDENSTEIN et Cie. in Paris during the years of the German occupation is now beginning to clear as a result of newly discovered documents and the interrogation of Herr Karl HABERSTOCK.
2. The following would now seem to be the story.
3. Herr HABERSTOCK's first visit to Paris after the defeat of France was in October 1940 in the company of Dr. POSSE. At that time he called on all his old friends among the Parisian dealers to discuss with them the possibilities of acquiring important pictures from France for the new gallery at LINZ.
4. One of his visits was to the gallery of WILDENSTEIN with whom he had done extensive business during the pre-war years. There he found Roger DEQUOY, whom he knew quite well, in charge. DEQUOY, who had arrived from USA a short while previously, apparently explained to HABERSTOCK that M. Georges WILDENSTEIN, the head of the firm, had taken refuge (owing to his being a Jew) at AIX en PROVENCE, while awaiting a passage to the USA, that the pictures of the firm were stored in the country, that they were permanently in danger of confiscation under the German decrees and that he was most anxious to pay a visit to the Unoccupied Zone of France in order to have a talk to his chief before he left.
5. HABERSTOCK, who was very keen to do business, took it upon himself to arrange this and in November 1940 he and DEQUOY paid a joint visit to AIX, where they spent 4 or 5 days.
6. HABERSTOCK has stated that it was at this time (whether in Paris or at AIX he claims to have forgotten) that he was told that the most important part of the WILDENSTEIN collection had been loaded on a boat sailing for USA, that the boat had been intercepted by a German submarine and forced back into BORDEAUX harbour, where its cargo had been unloaded and the collection seized by the German authorities.
7. HABERSTOCK, however, claims to be unaware that the collection (302 items) was at that time in the hands of the ERR in the Musee du Jeu de Paume and that on Nov. 5th GOERING had already made a first choice of four items for his collection.
8. These facts should, however, not be lost sight of when considering the subsequent developments. For HABERSTOCK states that the following is a summary of his conversations with M. Georges WILDENSTEIN :-
 - a) WILDENSTEIN was very eager to do business. He proposed to HABERSTOCK that in exchange for Impressionist pictures from Germany he would give a large TIEPOLO and various other pictures from his stock. The TIEPOLO was said to be un-saleable in the USA where as the Impressionists would bring a high price. (Nothing happened about this.)

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- b) WILDENSTEIN discussed the possibility of getting his pictures out of the Chateau de SOURCHES so that DEQUOY could keep the gallery open. It was agreed that HABERSTOCK was to have the first option on the collection.
- c) WILDENSTEIN discussed the future of the paper "Gazette des BEAUX Arts", which he was anxious to keep going. He stated that it cost him annually F.frs.50.000. HABERSTOCK told him of a German friend of his in Paris, Herr BREUER, editor of "Die Weltkunst", who was willing to take over. WILDENSTEIN accordingly authorized DEQUOY and HABERSTOCK to make the necessary arrangements. (This was later arranged.)
- d) In HABERSTOCK's presence WILDENSTEIN gave DEQUOY full authority to deal with his collection, to sell anything to the Germans (and in particular to HABERSTOCK) and make it his business to discover important collections or single works of art in France which the Germans would be interested in acquiring.
9. Both parties were apparently greatly satisfied by the results of this meeting, and directly after his return to Paris HABERSTOCK began to think of ways and means of arranging the removal of the WILDENSTEIN collection from the clutches of the ERR. Details of what happened during the next few months are not quite clear but it appears to have been the joint idea of DEQUOY and HABERSTOCK that the collection should be "aryanised". The role of HABERSTOCK in the affair seems to have been that of using his semi-official position and his papers from the Reichskanzlei to support DEQUOY in his negotiations with the German authorities in Paris e.g. Dr. STENGER, the Commissioner for Jewish Affairs etc. In these negotiations HABERSTOCK made use of two friends of his: Capt. Baron POELLNITZ and a German art dealer Hugo ENGEL (living in the Bld. MALESHERBES) who was also a friend of DEQUOY.
10. From time to time Dr POSSE too was induced to use his influence on behalf of DEQUOY.
11. The next positive step was the "aryanisation" of the collection. This occurred in April 1941. On April 24th, a letter was written by M.E. GRAS, the chartered accountant who had been appointed by the Commissioner for Jewish affairs as provisional administrator of the firm, to Hugo ENGEL instructing him to take over "the objects (from the WILDENSTEIN collection) which are at the Chateau de SOURCHES, of which I have given you a list, and to arrange for their transport back to the main offices of the above mentioned firm." HABERSTOCK was kept informed of progress and it was due to his intervention that POELLNITZ provided the necessary lorries to bring the pictures back to Paris.
12. HABERSTOCK gives as his reason for assisting DEQUOY his desire to acquire some fine French pictures for LINZ, and his determination to protect the possessions of his old friend from confiscation by the ERR. He was, apparently only just in time. For the ERR planned to seize the 87 items at the Chateau de SOURCHES on May 15th. According to documents they were first informed by Dr. PFITZNER of the Kunstschutz in Paris that the collection was to be taken over by HABERSTOCK on May 13th. BRAUMUELLER of the ERR then telephoned immediately to Berlin to inform GOERING, thinking that the Reichsmarschall who had in the meantime acquired a further four items for his collection would intervene to prevent this apparent violation of the ERR's authority and exclusive rights over Jewish property.

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13. GOERING's reaction was to say that of the collection was Jewish then it belonged to the ERR, but that if it was "aryanised" then it belonged of course to the new owner. Further enquiries were made by the ERR at the Louvre, where they were informed by M. BILLIET that "aryanisation" had, in fact, taken place. BRAUMUELLER and SCHIEDLAUSKY of the ERR called on HABERSTOCK to find out more details concerning the name of the new owner etc. but met with no success. On May 14th POELLNITZ and ENGEL fetched the pictures from SOURCHES, and delivered them to DEQUOY in the WILDENSTEIN GALLERY at 57 rue la Boetie.
14. On May 16th. GOERING and the ERR were both informed by HABERSTOCK (who was in Paris for the occasion) that "by arrangement with Dr. POSSE the collection was reserved for themselves, that it was not be offered or sold to anyone else, but that of course everything which was not wanted by the Fuehrer would be offered to GOERING."
15. It is now HABERSTOCK's story that, when he actually saw the pictures which had come from SOURCHES, he was so appalled by their poor quality that he only bought seven:
- | | | | | | |
|----|---|--|----------------|----------|----------------------------|
| a) | 2 | pictures by | Claude Lorrain | | |
| b) | 1 | " | " | Courbet | <u>Amount Paid</u> ; Ffrs. |
| c) | 1 | " | " | Jan Fyt | 930,000 |
| d) | 2 | " | " | Heinsius | |
| e) | 1 | decorative work of the French 18th century school. | | | |
- Of these (a),(d) and (e) went to LINZ
 (b) figured in an exchange with Galerie FISCHER of Lzern
 (c) is still in the possession of HABERSTOCK, having been turned down by GOERING.
16. Once DEQUOY was thus re-established in business and with a small but freely disposable stock he set to work to carry out the rest of his chief's, wishes. Some time in 1942 he dropped the name WILDENSTEIN & substituted his own.
17. On July 1st 1941 he was writing to POELLNITZ: "Do not forget that my house is yours and that I hope to have the pleasure of seeing you there as often as possible."
18. In 1942 further difficulties seem to have arisen with the German authorities, who were anxious to requisition the house at 57 rue la Boetie for their own purposes. (There is mention of its being taken over by a certain Dr. ROTHEN, who wished to open an art dealing business.) Again POSSE and HABERSTOCK were called to the rescue and the danger was averted. It is perhaps worth quoting from one of DEQUOY's letters to HABERSTOCK dated 10th March 1942 :-
- " You already know that I am taking a lot of trouble to give you satisfaction and to procure good pictures for you and for the museums of the Reich. So it is essential that I should keep the house just as it is, for thereby I have the benefit of a long past, a solid reputation, a proper organization and more possibility of having offers made than anyone else in Paris. To this must be added my own ability, and I would make the maximum effort if I am allowed to stay where I am. You will realise what a pity (to say the least!) it would be if all your efforts on behalf of myself and the firm were to be wasted owing to a misunderstanding which would be of no profit to anyone."

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19. DEQUOY's wish to procure good pictures was soon gratified, for in April he was successful in selling to HABERSTOCK, for the LINZ Museum, the two very important Rembrandts in the collection of M. Etienne NICOLAS. For this deal he received a commission of F.frs. 1,800,000.
20. In August of the same year he went to GRENOBLE to see whether he could arrange to purchase the SCHLOSS collection for HABERSTOCK.
21. The extent of DEQUOY's business during the years 1940-44 is not yet fully known, but it is clear that he sold in fairly large quantities to all the big German dealers and museums. WUESTER, ENGEL, DESTREM and LOEBL are all said to have been working as commission agents for him. And it is further reported that M. Charles MONTAG was regularly to be seen in the gallery.
22. HABERSTOCK states that he always understood that the money was being paid to a secret account which would ultimately have been at the disposal of M. Georges WILDENSTEIN.
23. Two further points need emphasizing:
 - (1) the connection between DEQUOY and WENDLAND seems also to have been close.
 - (11) DEQUOY was also in regular association with FABIANI.

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 By JM NARA Date 8/25/79

DEQUOY - WILDENSTEIN LettersLetter 1

Paris le 24 avril 1941

Edouard Gras
 Extpert comptable
 7bis, rue Fabre d'Eglantine
 Paris 12me.

Herrn Hugo ENGEL
 22 Boulevard Malesherbes
 Paris

Ich habe die Ehre Ihnen mitteilen zu können, daß der Handelsgericht des Departments Mans, infolge meiner Intervention als provisorischer Verwalter lt. Ordonnanz vom 19. Febr. 1941 No. W I II/ 21.703a/91 des Militärbefehlshaber im besetzten Gebiet die Betreibung gegen die Firma "Wildenstein & Cie." eingestellt hat.

Infolgedessen beauftragte ich Sie in meinem Namen und für meine Rechnung die Objekte, die sich im Schloss Sourches (Sarthe) befinden und wovon ich Ihnen eine Liste übergeben habe, zu übernehmen und den Transport auszuführen an den Hauptsitz der obigen Firma.

Hochachtungsvoll

gez. E. GRAS

Die Unterschrift ist vom Polizeikommissaer legalisiert.

Letter 2

Roger Dequoy et Cie
 57 Rue la Boetie
 Paris

le 1er juillet 1941

M. le Baron G. de POELLNITZ

Cher Monsieur:

N'ayant pas eu l'occasion de pouvoir vous remercier de vive voix de l'immense services que vous m'avez rendu en liberant mes tableaux du chateau de SOURCHES, je tiens a vous exprimer, dans ce court message, toute ma plus vive reconnaissance et a vous presenter encor mes plus sinceres remerciements.

N'eubliez pas que ma maison eat votre et que j'espere avoir le plaisir de vous y voir le plus souvent possible.

Veillez agreer, je vous prie, cher Monsieur, L'expression de mes sentiments les plus reconnaissants.

sgd. Roger Dequoy

RG 59
 Entry Lot 62-D: 4
 Box 17

DECLASSIFIED
 Authority NND 960071
 By JM NARA Date 8/25/94

DEQUOY Letters -2-

Letter 3

den 24 Febr. 1942

Herrn Dr. Hans POSSE
 Direktor d. Staatl. Gemäldegalerie
 DRESDEN-HELLERAU

Sehr verehrter Herr Dr. Poss,

Ich beeile mich Ihnen die Adresse und den Namen des für die Dequoy-Angelegenheit zuständigen Herrn anzugeben. Sie lautet.

"An den Militärbefehlshaber in Frankreich, Abtlg. Verwaltungsstab. z. Hdn. von Herrn Oberkriegsverwaltungsrats Dr. STENGER, Paris, Hotel Majestic, Avenue Kleber."

Mit besten Empfehlungen und Heil Hitler!

Ihr sehr ergetener

gez. Karl Haberstock

Translation

Dear Mr. Posse,

I hasten to send you the name and address of the competent person for the Dequoy affair. It is : -

Letter 4

Roger Dequoy et Cie
 57 Rue la Boetie
 Paris

13 10 mars 1942

Mr. K. Haberstock
 Kurfürstenstrasse 59
 Berlin

Cher M. Haberstock,

Engel me communique votre lettre de ce jour et je vous remercie beaucoup de l'aide que vous voulez bien m'apporter dans mes ennuis actuels.

Ci-joint je vous envoie une lettre pour le Dr. Posse, que vous voudrez bien lui faire parvenir; son aide s'il le veut sera efficace et fera certainement activer les choses.

Etant en voyage pour voir des tableaux j'ai été rappelé par télégramme, l'homologation par les autorités allemandes semblant très compromise. Vous savez combien il m'est difficile de voyager et de diriger la maison si je n'ai pas l'esprit tranquille et si les choses ne sont pas arrangées une fois pour toutes.

Vous savez que je me donne beaucoup de peine pour vous faire plaisir et vous procurer de bons tableaux pour vous pour les musées du Reich. Aussi est-il indispensable que je conserve la maison telle qu'elle est, car j'y bénéficie d'un long passé, d'une solide réputation, d'éléments

103277

RG 59
 Entry Lot 62-D-4
 Box 17

DECLASSIFIED

Authority NND960071
 by JM NARA Date 8/25/99

DEQUOY Letters - 3 -

Letter 4 (continued)

de travail sérieux et des possibilités d'offres que personne d'autre ne possède a Paris. J'y ai joint mes capacités personnelles et je ne demande qu'à faire plus si je reste en place. Vous voyez combien il serait dommage-- pour ne pas dire plus--que tous vos efforts vis-à-vis de la maison et de moi soient anéantis par un malentendu, sans profit pour personne. Car c'est grâce a vous que j'ai pu continuer a travailler efficacement jusqu'à présent.

Je vous remercie de ce que vous avez fait et de ce que vous voudrez bien faire cette fois encore et je vous prie de croire, cher Monsieur à mes sentiments bien dévoués.

sgd. Roger Dequoy

Letter 5

Roger Dequoy et Cie
 57 Rue la Boetie
 Paris

le 24 aout 1942

Herrn Karl Haberstock
 Kunsthandlung
 Kurfürstenstrasse 59
 Berlin

Cher Monsieur HABERSTOCK

Mes affaires personnelles sont en bonne voie, car j'ai obtenu toutes les autorisations du service de Contrôle français et je viens d'accepter le prix d'expertisé par eux imposé, pour l'immeuble du 57 Rue la Boetie, il ne reste plus maintenant qu'a presenter le rapport favorable au Docteur STENGER.

Cependant je viens d'avoir la visite du Docteur ROTHE qui cherche une maison comme la mienne, pour etablir un commerce de tableaux. J'ai peur qu'en sa qualite d'allemand il me gêne pour mon homologation auprès du service allemand.

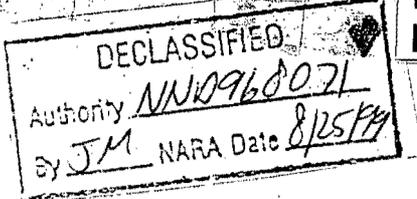
Pourriez-vous etre assez aimable pour ecrire une nouvelle lettre au Docteur Stenger, 1 Place des Petits Pères a Paris, lui disant combien dernièrement je vous est (sic) été utile, ainsi qu'au Reich dans notre dernière grosse affaires, et combien certainement je vous serai utile dans L'avenir.

Je m'occupe actuellement de l'affaire SCHLOSS, et je dois voir l'un des heritiers à Grenoble. J'ai également plusieurs autres affaires, dont je vous parlerai en temps utile.

Veuillez présenter mes respectueux hommages a Mme. Haberstock et je vous prie de croire à mes sentiments les plus dévoués.

sgd. Roger Dequoy

RG 59
 Entry Lot 62-D-4
 Box 17



Attachment 'A'

Copy of receipt

WILDENSTEIN & Cie.
 57 rue la Boetie
 Paris

June 1941

To: M. Karl HABERSTOCK Kurfürstenstrasse 59 Berlin W 62

Un tableau par Claude LORRAIN	:	Bataille sur un pont
" " " " "		Nymphe et satyre dansant
" " " CORBET		Le Reveil
" " " J. FYT		Retour de Chasse
" " " Ec. Fse. XVIII		Decoration
" " " Hensius		Mme Adelaide
" " " "		Mme Victoire

Frs. 930,000

RM 46,500

Pour acquit
 pp Wildenstein & Co.
 sgd. R. Dequoy

Vu et approuve
 Le Commissaire Gerant
 sgd. E. Gras

Attachment 'B'

Roger Dequoy & Cie
 57 rue la Boetie
 Paris

Recu la somme de 1,800,000 (un million huit cents mille francs) pour avoir indique, et pour l'intervention dans l'achat de deux tableaux de Rembrandt, l'un le portrait de Titus, l'autre un paysage avec chateau, provenant de M. Etienne Nicolas a Paris.

Paris, le 24 avril 1942

sgd. Roger Dequoy

RG	59
Entry	Lot 62-D-4
Box	17

DECLASSIFIED

Authority NN0960071
 By JM NARA Date 8/25/79

Attachment 'C'

Pictures from the WILDENSTEIN collection acquired from
 the Einsatzstab Rosenberg by Marshal GOERING

		<u>Acquired*</u>
Hubert ROBERT	Romantic Park Landscape	5.II.40
BOUCHER	Venus	"
do.	do.	do.
FRAGONARD	Fete in St. Cloud	"
Joos van CLEVE	Madonna and Child with Donor	8.2.41
Lucas CRANACH	Portrait of Frederik the Wise	"
Van GOYEN	Summer Landscape	"
Italian 14th cent.	Cothic Tabernacle Picture	"
French 18th cent.	Parc scene	13.8.41
" " "	Comedians	"
M. VENUSTI	Miniature	"
French c. 1500	St. Germain	"
BOLDINI	Woman's Head	25.II.42
"	Portrait of a Woman	"

RG 59
 Entry Dec. File ¹⁹⁴⁶ ₄₄
 Box 2537

DECLASSIFIED

Authority NND 862116By SR NARA Date 8-12-99

July 7, 1941

In reply refer to
 Eu

My dear Mr. Pillea:

The receipt is acknowledged of your letters of July 1 and July 2, 1941 concerning a shipment of paintings and objects of art consigned to Wildenstein & Co. of New York, which is now in Martinique.

In accordance with an agreement entered into between the American and French Governments it was agreed that no goods of French origin would be shipped on vessels maintaining the service between French North Africa and the Antilles unless their final destination were Martinique or Guadeloupe. This limitation is intended to apply to all shipments from North Africa subsequent to March 26, 1941.

At the present time discussions are under way to permit an exception from this ruling for goods which
 departed

Mr. Herbert G. Pillea,
 Munsey Building,
 Washington, D. C.

740.00112 EUROPEAN WAR 1939 / 3009

PS/DE

103281

RG 59
 Entry Dec. File 1946
 Box 2537

DECLASSIFIED

Authority: NND 802116By: SR NARA Date: 8-12-99

-2-

departed from French ports prior to April 15, 1941.
 Pending the result of these discussions it cannot yet
 be ascertained whether authorization to send the goods
 forward to the United States for transshipment will be
 secured.

Sincerely yours,

For the Secretary of State:

Paul T. Culbertson
 Assistant Chief, Division of
 European Affairs

QR

JUL 7 1941

A true copy of
 the signed orig.
 Inad.

Eu: ~~SR~~ IED 7/7/41

103282

RG 59
Entry Dec. File 1946
Box 2537

DECLASSIFIED
Authority NNP 802116
By SR NARA Date 8-12-99

LAW OFFICES
ROBERT J. BULKLEY
HERBERT G. PILLEN

CLEVELAND OFFICE
BULKLEY & BUTLER
BULKLEY BUILDING

MUNSEY BUILDING
WASHINGTON, D. C.
REPUBLIC 1560



July 2, 1941.

*File
Ack'd 7/7/41
Ew: SR:ED*

112 EW

Hon. Samuel Reber,
Division of European Affairs,
Department of State,
Washington, D. C.

Dear Mr. Reber:

Mr. Raymond H. Geist tells me he has turned over to you my letter of yesterday with reference to certain goods of Wildenstein & Company, an American Company located in New York, which goods are detained at Martinique.

In the thought that it may be of help I am enclosing copy of a letter received by this Company from the French Line.

I earnestly hope some arrangements may be made whereby this American Company may secure the return of its own property, following their exhibition in Paris.

Sincerely yours,

Herbert Pillen

HP

JUL 11 1941
FILED

740.00112 EUROPEAN WAR 1939

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DECLASSIFIED
Authority NNP 802116
By SR NARA Date 8-12-99

RG 59
Entry Dep. File 746 74
Box 2537

COPY

FRENCH LINE

Compagnie Générale Transatlantique, 17 State Street, New York

June 30, 1941

Freight Department

Messrs. Wildenstein & Co.
19 East 64th St. N.Y.

R P #1 1 case Pictures
ex "Carimare"

We have received advices to the effect that the above described merchandise has arrived at Fort de France, Martinique, for transshipment to New York, and that because of restrictions imposed by action of the United States and French Governments, the shipment will not be permitted to proceed to the United States.

The restrictions have to do with cargoes originating in Continental France which were transported to Martinique in certain vessels. While we are not familiar with the exact terms of the restrictive law or treaty, its effect appears to be that no such property will be permitted to proceed to the United States. Consequently, until further arrangements are made by parties interested in such shipments, the goods will be stored in Martinique at the risk and expense of the owners.

Our company hereby gives notice that it disclaims any and all responsibility for any loss or damage, which has occurred or which may arise from detention, delay or failure of delivery of the said property, or any loss or damage which may be sustained while the said property is in storage in a warehouse or shed or on pier awaiting disposition, or elsewhere, the transportation of these goods having been restrained or prohibited by the public authority.

Very truly yours,

FRENCH LINE

JL-HM

RG 59
Entry Dec. File 1941
Box 2557

DECLASSIFIED

Authority NNP 80416

By SR NARA Date 8-12-99

LE MINISTRE DE FRANCE
LE SECRETAIRE D'ETAT
DES COLONIES

Conseiller Commercial

Rappeler Dans La Reponse

Ref. 031 - 1490

No 1719

Objets d'Art Retenus
a la Martinique

July 1, 1941

*File 7/7/41
John SR-ED*

Mr. Herbert Pillen,
Munsey Building,
Washington, D. C.

Dear Sir:

I wish to acknowledge receipt of your letter of June 28th regarding paintings and objects of art belonging to Wildenstein & Co., Inc., which were being returned to the U.S.A on the ss Ile D'Ouessant and, according to your opinion, are now detained in Martinique.

I presume the paintings are being held in Martinique according to a ruling of the Federal Government according to which any goods which were shipped on vessels leaving French Northern Africa on or after March 26, 1941, must be retained in Martinique and may not be reexported to the United States for the time being.

Trusting this information will be of assistance to you, I remain

Yours very truly,

Jean Marcadet
Acting Commercial Attache.

EC/Mel.

Herbert Pillen

RG 59
Entry Dec. File 1946
Box 2537

DECLASSIFIED
Authority NNP 86216
By SR NARA Date 8-12-99

LAW OFFICES
ROBERT J. BULKLEY
HERBERT G. PILLEN

CLEVELAND OFFICE
BULKLEY & BUTLER
BULKLEY BUILDING

MUNSEY BUILDING
WASHINGTON, D. C.
REPUBLIC 1560

RECEIVED

July 1, 1941.

JUL 4 1941

DIVISION OF

*File
Ack'd 7/7/41
Ecc: SR:IED*

Hon. Raymond H. Geist,
Division of Commercial Affairs,
Department of State,
Washington, D. C.

July 7, 1941

Dear Mr. Geist:

I shall deeply appreciate it if you will have the American Consul at Martinique investigate the matter to which reference is made in the attached letter from Wildenstein & Co. of New York, and for such advice as you may be able to furnish as to the proper procedure to secure prompt delivery of the paintings involved.

With personal regards,

Sincerely yours,

Herbert Pillen

JUL 11 1941

FILED

HP

740.00112 EUROPEAN WAR 1939 / 3008

PS/DE

DECLASSIFIED

Authority NND 804116By SR NARA Date 8-12-99RG 59Entry Doc FileBox 2537

WILDENSTEIN & CO.
INC.
NINETEEN EAST SIXTY-FOURTH STREET
NEW YORK

June 30, 1941.

Dear Mr. Pillen:

In reply to your letter of June 28th, we wish to inform you that we have not received a bill of lading for the case of paintings. Present conditions have made it impossible for such an invoice to be sent through the mails. In these times, it is customary to have the bill of lading included in the shipment.

On May 15, 1941, we received a shipping notice from the French Line in which we were informed that a shipment from Fort of France, Martinique, had arrived on the ILE D'OUessant. The case appeared on the ship's manifest, but apparently had been taken off the boat before it left Martinique. Since that time, we were in touch with the French Line who told us that merchandise reaching Martinique from France, since March 26th, would not be permitted to enter this country. We were given to understand that this is an arrangement between the French government and the government of the United States.

The paintings contained in this case are the property of Wildenstein & Co., Inc., of New York. However, in order to have these pictures taken out of France, the shipper advised the French authorities that the paintings were the property of Roland Pernet, of Marseille. You can, of course, explain this to the authorities, and give them your assurances that the pictures belong to the New York Corporation.

Upon receipt of this letter, please make the necessary inquiries, and inform us of the results you have obtained.

With our thanks for your cooperation,

Sincerely yours,

Mr. Herbert G. Pillen
Munsey Building
Washington, D. C.

Wildenstein and Co.

103287

Hold for proof of
ownership & info
on claims -

ARH

Sept. 20, 1955.

Check reports on storage
in Reichsbank & Haltern
Too when records are
unpacked.

Found.

RG 59
Lot 62D-4
Box 19

DECLASSIFIED
Authority NND 968071
By JLN NARA Date 7-6-79

882801

Wildenstein claim

Reply sent to
Spaulding, Reiter & Rose
drafted in EE: VH James
9/15/54
an instruction sent to
Amer Emb. Moscow
drafted 9/15/54
August 9, 1954.

The Honorable
The Secretary of State
Washington, D. C.

Dear Sir:

We would like to request the assistance of the Department in behalf of Wildenstein & Co., Inc., 19 East 64th Street, New York City, whom this firm represents, in connection with the return of a number of art works, as set forth in the attached listing. Enclosed also are reproductions of most of these works, labeled for reference purposes.

21 Appr 1954

According to the best information obtainable, the following circumstances occurred in connection with the loss of these works: They were to be shipped to the company in New York, having been purchased by them from Mrs. Margaret Scharf-Gerstenberg of Berlin, Germany, when World War II intervened, and for safekeeping purposes they were placed in the custody of the National Gallery at Berlin. From there they were taken to a bunker at the anti-aircraft tower (Flakturm) at the Berlin Zoo, to avoid bombing damage, and remained safe until hostilities ceased. However, on May 1, 1945, the works in the bunker were delivered to the Soviet occupying forces. On that occasion, at the insistence of Dr. Otto Kuemmel, then General Director of the State Museums, a Major Lipskeroff of the occupying Soviet forces was appointed protector of the art works in the Gallery's custody, and Dr. Kuemmel and Major Lipskeroff inspected the bunker together on May 3d.

The following day Soviet occupation troops began the exportation of the art works. This procedure was completed between that date and June 8, 1945, under the supervision of a special Soviet commission, one of whose members was Professor Blavatsky. The only information as to the subsequent whereabouts of the works is the conjecture of Dr. Rave, Director of the National Gallery at Berlin, contained in a letter to Dr. Alfred Gold, a representative of Wildenstein & Co., dated August 18, 1954, a translation of which is enclosed, that they are in the custody of the Ermitage Gallery in Leningrad.

Our attention has been called to the Hague Convention for the Protection of Cultural Property, and the Protocol thereto, both signed by representatives of the Soviet Union on May 14, 1954, and in particular the provisions thereof set forth in the enclosed excerpts.

We are attempting to obtain additional information as to the whereabouts of these art works, and shall inform the Department accordingly. In this connection, it is requested that in the event members of the Embassy staff at Moscow should have an opportunity while traveling through Leningrad, to visit the Ermitage Gallery, an effort be made to ascertain the correctness of Dr. Rave's conjecture.

The efforts of the Department in working toward the return of these works will be greatly appreciated.

Yours very truly,

SPAULDING, REITER & ROSE

RG 59
Lot 62D-4
Box 19

By NARA Date 7-6-94
Authority NND 968071
DECLASSIFIED

68289

REPRODUCED AT THE NATIONAL ARCHIVES

C O P Y

CONVENTION FOR THE PROTECTION OF
CULTURAL PROPERTY IN THE
EVENT OF ARMED CONFLICT

ARTICLE 1

DEFINITION OF CULTURAL PROPERTY

For the purposes of the present Convention, the term "cultural property" shall cover, irrespective of origin or ownership:

(a) movable or immovable property of great importance to the cultural heritage of every people, such as monuments of architecture, art or history, whether religious or secular; archaeological sites; groups of buildings which, as a whole, are of historical or artistic interest; works of art; manuscripts, books and other objects of artistic, historical or archaeological interest; as well as scientific collections and important collections of books or archives or of reproductions of the property defined above. *****

ARTICLE 5

OCCUPATION

1. Any High Contracting Party in occupation of the whole or part of the territory of another High Contracting Party shall as far as possible support the competent national authorities of the occupied country in safeguarding and preserving its cultural property. *****

PROTOCOL

The High Contracting Parties are agreed as follows:

I

1. Each High Contracting Party undertakes to prevent the exportation, from a territory occupied by it during an armed conflict, of cultural property as defined in Article 1 of the Convention for the Protection of Cultural Property in the Event of Armed Conflict, signed at The Hague on 14 May, 1954.

2. Each High Contracting Party undertakes to take into its custody cultural property imported into its territory either directly or indirectly from any occupied territory. This shall either be effected automatically upon the importation of the property or, failing this, at the request of the authorities of that territory.

3. Each High Contracting Party undertakes to return, at the close of hostilities to the competent authorities of the territory previously occupied, cultural property which is in its territory, if such property has been exported in contravention of the principle laid down in the first paragraph. Such property shall never be retained as war reparations.

RG 59
Lot 62D-4
Box 19

7-6-79
Authority NND 968071
DECLASSIFIED

103290

The Honorable
The Secretary of State
Washington, D. C.

August 9, 1954.

Dear Sir:

21 Repro
ductions
→

We would like to request the assistance of the Department in behalf of Wildenstein & Co., Inc., 19 East 64th Street, New York City, whom this firm represents, in connection with the return of a number of art works, as set forth in the attached listing. Enclosed also are reproductions of most of these works, labeled for reference purposes.

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The efforts of the Department in working toward the return of these works will be greatly appreciated.

Yours very truly,

SPAULDING, REITER & ROSE

RG 59
Lot 620-4
Box 19

By J. M. NARA Date 7-6-74
Authority NND 968071
DECLASSIFIED

16291

REPRODUCED AT THE NATIONAL ARCHIVES

C O P Y

TRANSLATION

Charlottenburg Castle
Luisenplatz 18/8/1953

The Director

Dear Dr. Gold:

Replying to your kind letter of August 8, I am sorry to tell you that nothing is changed and nothing new has happened, in the affair you were speaking about. The works of art which during the war we have taken into our safe-guard and protection have been kept together with some property of our museums in the bunker of the "Flakturm" at the zoo. The bunker was after the end of the hostilities in May 1945 still intact, but all the works of art preserved there were carried away by the Military Administration of the Soviets in May or at the latest in June. The occupation of the Western sections of Berlin by American and English troops took place in July.

We have no certain information where the objects carried away have been brought; we can only conjecture that they are in the custody of the Ermitage Gallery in Leningrad.

I regret that I cannot give you more positive information and I remain with kind regards,

Yours,

RAVE

*Dr. Alfred Gold,
Representative of
Wildenstein and Company,*

RG 59
Lot 62D-4
Box 19

By *MD* NARA Date *4-9-79*
Authority *NND 968071*
DECLASSIFIED

262601

C O P Y

CONVENTION FOR THE PROTECTION OF
CULTURAL PROPERTY IN THE
EVENT OF ARMED CONFLICT

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RG 59
Lot 62D-4
Box 19

BY *MD* NARA Date *7-6-79*
Authority *NND 968071*
DECLASSIFIED

103293

C O P Y

PAINTINGS

Artist

Daumier	Burden	Fuchs-Daumier, plate 72
Daumier	Riot	Fuchs-Daumier, plate 87
Daumier	Washerwoman on the Quai d'Anjou	Fuchs-Daumier, plate 74
Renoir	The Lovers	Meier-Graefe, p.238 (German ed.)
Renoir	Flowers	No reproduction found
Renoir	Brother-in-law of the artist	Meier-Graefe, p.83 (German ed.)
Renoir	Sister-in-law of the artist	
Degas	Place de la Concorde	Degas-Lemoians, Vol. II, p.28
Goya	Iola Ximenes	Mayer-Goya, plate 158, catalogued under #322A
Greco	Monk	No reproduction found.

DRAWINGS

Artist

Description

Where Reproduced

Daumier	The Defence	Fuchs-Daumier, plate 184A
"	The Defence	" " 190 B
"	Auditor	" " 209 B
"	Dominos	" " 215 A
"	Forest	" " 217 B
"	St. Lazare	" " 219
"	Family	" " 224 A
"	Mother	" " 233 B
"	Proprietor	" " 234 B
"	Butcher	" " 238
"	Amateur stamper	" " 244 B
"	Theatre	" " 250
"	Imaginary Invalid	" " 263 B

Reproduction of other
drawings not found.

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BY J. NARA D. 10
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Authority NND 968071
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DEPARTMENT OF STATE INSTRUCTION
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Walden
1/16/59

ORIGIN NO: A - 303, January 16, 1959

SUBJECT: Claim of Wildenstein & Co., Inc., 140 East Sixty-Fourth Street, New York 21, New York.

TO: The American Embassy, *Bonn*

REF
EUR
FR
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CIA

Wildenstein & Co., Inc. has, through its counsel, requested intervention by the Department of State with the Soviet Government in respect of a collection of paintings and drawings which were sold by a Mrs. Margarete Scharf, nee Gerstenberg, of Berlin to the company in 1937. The provisions of the agreement covering the sale provided that title to the paintings and drawings passed to Wildenstein & Co., although a physical delivery thereof was postponed until it would be possible for Mrs. Scharf to make such delivery.

The paintings and drawings disappeared after the Soviet occupation of Berlin and there are some indications that they may have been taken to Russia.

In considering whether the Department should take any action in support of the claim of Wildenstein & Co., it has been concerned with the question whether that company is the owner of these paintings in view of the somewhat unusual circumstances surrounding the sale; these circumstances include the fact that delivery of the property was not made and payment of all except a relatively nominal part of the purchase price was deferred. Counsel for Wildenstein & Co., Inc. have submitted opinions in respect of this point and affidavits containing evidence in support of the position that title did pass.

Enclosed for the information of the Embassy is the Department's current file of correspondence on the matter. The Department would appreciate receiving the views of the Embassy on the legal points involved. The enclosures should be returned to the Department.

Enclosures:

DULLES

File of letters and affidavits and memoranda.

DEPARTMENT OF STATE

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DRAFTED BY: L&L/EUR:RDKearney:lmj
1-17-59

APPROVED BY: L/EUR R. D. Kearney

CLEARANCES:

EE

AM: - A.R. Hall

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DEPARTMENT OF STATE
Telephone
Memorandum of Conversation

April 23, 1959
DATE:

SUBJECT: Request for information on Czartoryski claims by the dealer, Wildenstein

PARTICIPANTS: Mr. Hawes
ARHall

COPIES TO:

He said he has another Wildenstein case, relating to Czartoryski collection. He is looking for information about the Raphael, etc. and the German art agents who looted Poland.

He proposed that Wildenstein obtain a request or authorization from the Czartoryski family for him to search the Department records.
from

I told him I had received the same request from Count Zamoycki and that it would not be possible to provide the same information to Wildenstein nor would it be possible for anyone outside the Department to search the MFAA files. I told him the Department provided documentation to claimants or claimant governments and that I was not concerned with how a claimant used the material but that the Department would not give the information to a dealer or assist in the sale of works of art.

Mr. Hawes asked when would I send the material to Zamoycki. I said I was only waiting for the material to be photostated. Mr. Hawes asked for the spelling of Count Zamoycki's name. The Wildenstein firm obviously had not mentioned Zamoycki to him. It may be that Wildenstein & Co. were trying to go on a fishing expedition of their own.

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BY JLN NARA Date 7-6-79
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Receipt

WILLIAMS BROTHERS & SYMINGTON

WILLIAMS BROTHERS & SYMINGTON
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MADE IN U.S.A.

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BY NSA/DIA 7-6-88

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FOWLER, LEVA, HAWES & SYMINGTON

1701 K Street, Northwest

Washington 6, D. C.

September 29, 1958

His Excellency Mikhail Menshikov
Embassy of the U. S. S. R.
1125 16th Street, N. W.
Washington, D. C.

Re: Wildenstein & Co., Inc. - Gerstenberg Collection

Dear Ambassador Menshikov:

In accordance with my discussion with the First Secretary of the Embassy, Mr. Veschunov, our client, Wildenstein & Co., Inc. of New York, has written to the Ministry of Culture in Moscow. So that you may be informed of the steps taken in this matter, I am enclosing a copy of the letter which was sent on September 22, 1958.

Sincerely yours,

Enc.
H.rb

Alexander B. Hawes

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BY J. M. NARA Oct 7-68
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WILDENSTEIN & CO.
Inc.

Nineteen East Sixty-Fourth Street
New York 21

Buenos Aires
London

New York
Paris

September 22, 1958

The Ministry of Culture
Art Division
Moscow, U.S.S.R.

Attention: Mr. Lebedev

Re: Gerstenberg Collection

Gentlemen:

At the suggestion of your Ambassador in Washington, D.C., as transmitted to us by the First Secretary, we are writing this letter directly to you.

We are anxious to locate a group of paintings and prints which formerly constituted the Gerstenberg Collection. This collection was bought by us from its German owner, Mrs. Margarete Schart-Gerstenberg, in 1937. Although we obtained title to the pictures then, physical delivery had not been accomplished by 1939, because of export and currency restrictions then in force in Germany. During the war the Collection was entrusted to the National Gallery in Berlin by its former German owner, and in May, 1945, it was in storage, along with many other art objects belonging to other owners, in a flak tower in the Berlin Tiergarten. At that time, all the objects in storage were removed for safekeeping by the Soviet military authorities. We would appreciate any information you can give us as to the present location and state of preservation of these paintings and prints. For assistance in identifying them, we are enclosing a list of the paintings and a number of photographic reproductions of the paintings and of some of the prints.

Very truly yours,

WILDENSTEIN & CO., INC.

s/- By Louis Goldenberg
Louis Goldenberg

LG/mp
Encs.

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Authority NND 968071
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BY NARA Date 7-6-99

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FOREIGN SERVICE DESPATCH

Despatch No. 1235

February 13, 1959

FROM: American Embassy, Bonn

TO: Department of State, Washington

REF: Department's Instruction A-303, January 16, 1959

SUBJECT: Claim of Wildenstein & Company, Inc.

The Embassy's comments on the legal points involved in the Wildenstein transaction are as follows:

1. Applicable Law: The subject matter of the transaction was the Gerstenberg art collection which at the time of the transaction was located in Berlin, Germany. The transaction itself, namely, the sale of the collection from Mrs. Scharf to Wildenstein on June 13, 1937, took place in Paris, France. According to a generally accepted principle of the conflict of laws, a transaction with respect to movables is governed by the law of the country where the movables are situated (lex rei sitae). (See Westlake, A Treatise on Private International Law [London 1925] paragraph 150; Kuhn, Comparative Commentaries on Private International Law [New York 1937, p. 236]; Martin Wolff, Private International Law [2nd Edition, Oxford 1958] p. 11.)

The question whether title to the art collection passed to Wildenstein as a result of the contract made in Paris must therefore be determined in accordance with German law. French law is not applicable. This statement is necessary in view of Mr. Hawes' contention in his letter to the State Department of September 15, 1958, that the art collection became the property of Wildenstein on June 13, 1937, (the date of the transaction) irrespective of whether German or French law applied. It is possible that Mr. Hawes changed his views on the applicable law. His subsequent submissions deal exclusively with the applicable German law.

2. Transfer of title in respect of movables under German law requires (a) an agreement between the owner and the transferee that title should pass and (b) delivery of possession by the owner to the transferee (Section 929 of the Civil Code). Actual delivery of the

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By CIA/NASA Date 7-6-99
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Page 2
Despatch No. 1235
Bonn, February 13, 1959

property to the transferee may, however, be replaced by an agreement between the owner and the transferee that the owner will continue to hold possession as "direct possessor" by virtue of a legal relationship between him and the transferee which makes the latter an "indirect possessor" (Section 930 of the Civil Code; so-called constitutum possessorium). Since this method of substitution for actual delivery of movable property sold is in conflict with the principle of making the transfer of property evident, German courts have interpreted the provision allowing for a constitutum possessorium narrowly rather than broadly. As a general proposition, they have held that a "separate and concrete," not a mere "abstract" relationship must be established between owner and transferee whereby the transferee becomes the "indirect possessor" in relation to the former owner. An understanding that the owner may continue to hold possession "for the transferee" or "on behalf of the transferee" is not considered sufficiently "concrete." The device of the constitutum possessorium has particularly wide application in cases of conveyances of movable property as collateral for a claim of the transferee against the owner (Sicherungsübereignung). While courts, because of the economic importance of this device, have tended in these cases to be somewhat liberal in permitting a legal relationship to qualify as a valid constitutum possessorium they nevertheless have insisted that a concrete and separate legal relationship must exist even in this type of transaction.

Such was the gist of the ruling of the German Supreme Court (Reichsgericht) in its decision of February 27, 1931, referred to on page 2 (first full paragraph) of Mr. Heidenberger's opinion of December 22, 1958. Mr. Heidenberger's summary of that decision, however, is defective in one important detail. It is true, the Court did say that the legal relationship agreed upon between the parties to replace delivery of movable property sold need not meet the requirements of the types of contracts defined in Section 868 of the Civil Code. In stating what would suffice to meet the requirements of a valid constitutum possessorium, the Court said that "it is sufficient that a definite relationship (bestimmtes Verhältnis) is intended whereby the transferee acquires indirect possession provided the right of the transferee to demand delivery is not excluded for all times." It should be noted that the decision deals with a case of "Sicherungsübereignung." Although not apparent from Mr. Heidenberger's summary, the decision clearly maintains the requirement of a "concrete relationship." If the Court considers such relationship as substitute for actual delivery of movables to be required in the case of "Sicherungsübereignung," the requirement exists with equal if not greater force in the case of an ordinary sales contract where the parties have agreed to replace delivery by a constitutum possessorium.

The transaction with respect to the Gerstenberg collection is embodied in a written agreement. As Mr. Heidenberger justly remarks, a constitutum possessorium is nowhere mentioned in this agreement. Although it is specific in all other respects, the agreement is silent on this vital point and consequently, lacks an essential prerequisite for the transfer of title.

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By NARA Date 7-9-6
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Despatch No. 1235
 Bonn, February 13, 1959

In an affidavit (the thermofax copy in the file does not show either signature or date), Mr. Wildenstein has given supplementary information on the transaction which did not find expression in the written agreement. This information relates, in particular, to understandings with respect to a constitutum possessorium after the question had been raised as a result of the examination of Mr. Heidenberger's first legal opinion of September 29, 1958. Even if the understandings mentioned in the affidavit should be considered to have formed part of the original contract, they add nothing which could alter the conclusion reached above that title did not pass as a result of the 1937 transaction. The agreement which the affidavit alleges was reached between the parties to allow Mrs. Scharf to continue possession of the collection is couched in the very terms which courts have said constitutes an "abstract" as distinguished from a "concrete" constitutum possessorium ("shall continue to keep the collection ... on behalf of Wildenstein ... and to exercise the same care ... as she had exercised when she had owned it") and which, as pointed out above, does not suffice to replace delivery as a prerequisite for the passing of title.

3. To consider the legal situation to be quite clear under applicable German law. The following points seem to us significant for a further appraisal of the transaction:

(a) In his letter of September 11, 1958, to Mr. Haase, Mr. Goldenberg states that "Mrs. Scharf did not wish to apply for the necessary permission to export the art objects" in view of the restrictions on the export of such articles from Germany. This seems to imply that German law then in force concerning the export of art objects was applicable to the Gerstenberg collection or parts of it (Ordinance of December 11, 1919, and implementing Ordinance of the same date; RGBl 1919, p. 1961). Mr. Heidenberger, in his first opinion (p. 5), likewise assumes that this was the case. It should be noted that this legislation did not impose limitations on the sale of such objects. However, both the seller and the purchaser were required to notify the Minister of the Interior immediately of the sale of the art objects (Section 4 of the Implementing Ordinance). This notice was mandatory, not discretionary with the parties. According to Mr. Wildenstein's affidavit, the parties agreed that German laws should be complied with before delivery, and also that delay in the delivery might be necessary "to allow for possible changes in the laws and their administration." Under the circumstances it is quite unlikely that the notification of sale, as required by law, was ever made. Failure to make the notification immediately upon completion of the transaction would indicate that a sale of the collection with all its legal consequences was not seriously contemplated.

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Bonn, February 13, 1959

(b) The sales value of the collection was fixed in the written agreement at \$250,000. All that Mrs. Scharf ever seems to have received in cash was the sum of about 20,000 francs--or roughly \$800.00 at the rate of exchange at the time--out of a sum of 100,000 francs, which was put at her disposal while she was actually in Paris. This represented an extraordinarily small fraction of the purchase price to be paid on delivery of the collection and can hardly be considered a proper equivalent for acquiring even a beneficial interest, let alone title to the collection.

(c) An agreement which contemplated delivery of an art collection to a firm in the United States after a change in German legislation on foreign exchange control and the export of art objects was, at least in 1937, an agreement to deliver at an entirely uncertain date. There was no evidence in 1937 whatever that these laws would ever be changed. One is tempted to conclude that actual delivery was in fact never contemplated.

The enclosures to the reference despatch are returned.

For the Ambassador,

Harry H. Schwartz
First Secretary

Enclosures to
reference despatch

Distribution:

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Authority NND 96807L
By Jm NARA Date 7-6-99

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TRANSLATION

ALFRED GOLD
Paris

132 Boulevard Montparnasse
Danton 11-90

Between Mrs. Margarete Scharf, née Gerstenberg, at the Hotel
L'Anglon, Bd. Raspail, Paris, the first party,

And Mr. Alfred Gold, 132 Bd. Montparnasse, Paris, the second party,
acting in this affair for himself and for the Wildenstein & Co. Gallery,
in Paris and New York

An agreement has been signed today stipulating the following:

1) Mrs. Scharf-Gerstenberg sells to Mr. Alfred Gold, associated
in this affair with the Wildenstein Gallery, for the price of \$250,000.-
part of her collection of paintings, the Gerstenberg collection in Berlin,
i.e., the following paintings and drawings:

DAUMIER	Le Fardeau
DAUMIER	L'Emoute
DAUMIER	Blanchisseuses du Quai d'Anjou
RENOIR	Les Amoureux
RENOIR	Fleurs
RENOIR	Beau-frère de l'artiste
RENOIR	Belle-sœur de l'artiste
DEGAS	Place de la Concorde
GOYA	Lola Ximenes
GR-00	Moine

A group of 19 drawings by: Daumier, Menzel, Leibl, Millet,
Delacroix, Schwind.

A group of 40 drawings by: Goya, Menzel, Greuse, a book of trial
proofs of Goya.

2) Mrs. Scharf-Gerstenberg agrees to send these paintings and
drawings to the Wildenstein Gallery in New York as soon as this will be
possible for her. In the event she meets with difficulties in the completion
of the shipment because of restrictions of Customs or of German export laws,
the sale confirmed here remains in effect until such time as this transfer
can be effected, and the paintings and drawings listed here are to be considered
henceforth the property of the Wildenstein Gallery, New York, in association
with Mr. Alfred Gold.

3) The Wildenstein Gallery in New York agrees to pay the price of
\$250,000 after the delivery of the paintings to its premises 19 East 4th Street,
New York, in three equal installments: the first at the delivery of the paintings,
the two others one year and two years later.

4) Mr. Alfred Gold will put at the disposal of Mrs. Scharf-Gerstenberg
during her present stay in Paris the sum of 100,000 Francs as an advance on the
price to be paid by the Wildenstein Gallery. Out of that sum, Mrs. Scharf-
Gerstenberg has received to date payments amounting to 19,870 Francs.

ALFRED GOLD (signed)

PARIS, 13 June 1937

MARGARETE SCHARF-GERSTENBERG
(signed)

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By SPC NARA Date 5/20/99

TO: ENRIQUE L. SWINOT

FLORIDA 314

THE DEPARTMENT OF

PRICE OF WOOD CARVING CALLED NATIVITY SHOULD BE SEVEN HUNDRED DOLLAR
INBUENOSAIRES, US AND COUNTRY, THE LEGAL ENRIQUE STOP OUR RECORDS ARE
BEING CORRECTED STOP CARVING SHOULD REMAIN IN BUENOSAIRES, WHERE
AND SHOULD BE SOLD

ACTION	<input checked="" type="checkbox"/>
Enforce Maxline	<input type="checkbox"/>
Compliance	
Law Enforcement	
Licensing	
Readers	<i>Police</i>

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