

# CLAIMS RESOLUTION TRIBUNAL

---

In re Holocaust Victim Assets Litigation  
Case No. CV96-4849

## **Certified Award**

to Claimant [REDACTED 1]

and to Claimant [REDACTED 2]

**in re Account of *Jules Roos N.V.***

Claim Numbers: 400542/HB; 785457/HB<sup>1</sup>

Award Amount: 49,375.00 Swiss Francs

This Certified Award is based upon the claims of [REDACTED 1] (“Claimant [REDACTED 1]”) and [REDACTED 2], née [REDACTED], (“Claimant [REDACTED 2]”) (together the “Claimants”) to the published account of *Jules Roos N.V.* (the “Account Owner”) at the Zurich branch of the [REDACTED] (the “Bank”).<sup>2</sup>

All awards are published, but where a claimant has requested confidentiality, as in this case, the names of the claimant, any relatives of the claimant other than the account owner, and the bank have been redacted.

## **Information Provided by the Claimants**

Claimant [REDACTED 2] and her nephew, Claimant [REDACTED 1], submitted Claims identifying the Account Owner as the bank wholly owned by Claimant [REDACTED 2]’s father and Claimant [REDACTED 1]’s maternal grandfather, Jules Roos, who was Jewish and was born in January of 1882 or 1883. Claimant [REDACTED 2] indicated that her father was born in Chemnitz, Saxony, Germany, and was married to [REDACTED], née [REDACTED], on 6 May 1920 in Frankfurt, Germany. Claimant [REDACTED 1] stated that his grandfather owned a bank in Amsterdam, the Netherlands, with investments in banks all over the world, including in Zurich, Switzerland. According to Claimant [REDACTED 2], the name of the bank was *Jules*

---

<sup>1</sup> Claimant [REDACTED 1] did not submit a Claim Form to the CRT. However, in 1999 he submitted an Initial Questionnaire (“IQ”), numbered ENG-0605 015, to the Court in the United States. Although this IQ was not a Claim Form, the Court, in an Order signed on 30 July 2001, ordered that those Initial Questionnaires which can be processed as claim forms be treated as timely claims. Order Concerning Use of Initial Questionnaire Responses as Claim Forms in the Claims Resolution Process for Deposited Assets (July 30, 2001). The IQ was forwarded to the CRT and has been assigned claim number 785457.

<sup>2</sup> The CRT notes that, on the List of Account Owners Published in 2005 (the “2005 List”), the name Jules Roos is listed. Upon careful review, the CRT has determined that the Account Owner was in fact the bank *Jules Roos N.V.*, of which the individual Jules Roos was the sole owner.

*Roos N.V.*, which was located at Heerengracht 401 in Amsterdam. Claimant [REDACTED 2] indicated that her parents had four children: [REDACTED], née [REDACTED], [REDACTED], Claimant [REDACTED 2], and [REDACTED], née [REDACTED] (Claimant [REDACTED 1]'s mother), and that the family resided at 57 Frans van Mierisstraat in Amsterdam until 1921, when they moved to Apollolaan 189 in Amsterdam. The Claimants further indicated that Jules Roos, anticipating Nazi persecution, abandoned his business and all of his personal possessions in August 1939 and emigrated with his family to Montreal, Canada. The Claimants indicated that Jules Roos died in November 1968 in Lima, Peru.

In support of her claim, Claimant [REDACTED 2] submitted documents, including: (1) a letter from her father, printed on the letterhead of Jules Roos, indicating that her father's addresses were Frans Van Mierisstraat 57 in Amsterdam and Heerengracht 401 in Amsterdam; (2) her mother's will, dated 7 August 1986, indicating that [REDACTED 2] and [REDACTED] are each entitled to one-third of [REDACTED]'s estate, and that [REDACTED] and [REDACTED] are each entitled to one-sixth of the estate; and (3) her birth certificate, dated 13 December 1960, indicating that [REDACTED 2] was born on 12 December 1928 in Amsterdam to Julius Roos and [REDACTED]. Claimant [REDACTED 2] also submitted a release and discharge agreement, dated 22 December 1987, between Jules Roos' daughter, [REDACTED], and her children, [REDACTED] and [REDACTED], and *Jules Roos Limited*, Jules Roos' wife, [REDACTED], her two other daughters, [REDACTED 2] and [REDACTED], and the sons of her late son [REDACTED], [REDACTED] and [REDACTED]. According to this agreement, [REDACTED] agreed to renounce all of her rights to her father's estate in favor of her two sisters and the sons of her deceased brother. Moreover, the agreement stipulates that [REDACTED] agreed to sell all the shares she owned in *Jules Roos Limited* back to the company, and to release and discharge her mother from any proceedings and claims with regard to the estate, and received a here undisclosed amount of money in consideration thereof. The agreement further indicates that [REDACTED]'s sons, [REDACTED 1] and [REDACTED], also received a payment in consideration of releasing and discharging the company from any claims, and renouncing all of their rights in the estate and in their grandfather's will.<sup>3</sup>

Claimant [REDACTED 2] indicated that she was born on 12 December 1928 in Amsterdam. Claimant [REDACTED 1] indicated that he was born on 23 February 1964.

### **Information Available in the Bank's Records**

The Bank's records consist of a customer card; a file card; a business registration document for the Account Owner; correspondence between the Bank and the Account Owner dated in May and June 1942; and internal Bank memoranda dated between May and July 1942. According to these records, the Account Owner held two accounts: a custody account numbered 9058 that was closed on 30 April 1940; and an account, the type of which is not indicated.

---

<sup>3</sup> The CRT notes that the release and discharge agreement, dated 22 December 1987, between Jules Roos' daughter, [REDACTED], and her children, [REDACTED] and [REDACTED 1], and *Jules Roos Limited*, Jules Roos' wife, [REDACTED], her two other daughters, [REDACTED] and [REDACTED], and the sons of her deceased son [REDACTED], [REDACTED] and [REDACTED] is governed by and construed pursuant to the laws of the Province of Quebec, Canada.

According to these records, the Account Owner was *Jules Roos N.V.*, a bank which was located at Heerengracht 554 A in Amsterdam C. According to a letter from the Account Owner to the Bank, dated 4 May 1942, *Jules Roos N.V.* was placed under a Nazi administrator, *Herr* (Mr.) Heinrich G. Fousek, by order of the *Reichskommissar* (the Reich's Plenipotentiary) for the occupied Dutch territories. The firm's letter advised the Bank of this fact and notified it that the administrator's signature was being added to the set of joint signatures required for account dispositions on file at the Bank. In an internal Bank memorandum, dated 5 May 1942, the Bank noted that Jules Roos had left for America before the War and that the firm no longer was listed as a member of the Dutch Stock Exchange. The internal memorandum noted that previously, as of 5 October 1936, *Frl.* (Miss) E. R. Bierlee was authorized to sign on behalf of the firm, and that the firm had changed its legal structure to an "*Naamloose Vennotschap*"<sup>4</sup> (or "NV," a public limited liability corporation) on 31 March 1937. According to this memorandum, on 31 July 1939, the company sent the Bank a letter indicating that *Herr* (Mr.) W. C. van der Wal was now authorized to sign on behalf of the company, and that because Miss Bierlee was not mentioned in that letter, the Bank assumed that she was no longer authorized to sign on the company's behalf. It noted that therefore *Herr* (Mr.) Dr. S. S. Dessau and W. C. van der Wal were the two persons authorized to sign on behalf of the company, and that any action required the signatures of both men. The memorandum noted that, according to the company's 4 May 1942 letter, administrator Heinrich G. Fousek now supposedly was authorized to sign on the company's behalf, but only together with Miss Bierlee. The memorandum concludes that the Bank could not recognize Mr. Fousek's authority, not only because of the general principle that Dutch war-time regulations were not applicable in Switzerland, but also because the 4 May 1942 letter contained only the signature of Mr. van der Wal, and not that of Dr. Dessau as well, and that therefore Mr. Fousek's signature was irrelevant in Switzerland.<sup>5</sup>

In a note from the Bank to its main office (*Generaldirektion*) in Basel, dated 11 May 1942, the Bank informed the main office that it had received notice from *Jules Roos N.V.* that it had been placed under the authority of an administrator. Before responding in the "usual manner" ("*[b]evor wir diese Mitteilung in dem für uns üblichen Sinne beantworten*"), the Bank requested the main office to inform it whether liabilities existed in other branches of the Bank against the SF 15.00 credit balance in the account. The main office responded on 12 May 1942 that no liabilities existed against *Jules Roos N.V.*

On 15 May 1942, the Bank wrote to *Jules Roos N.V.* and requested a copy of the commercial register reflecting the changes in signatory power previously communicated to it. In a circular communication to various departments of the Bank, dated 3 June 1942, the Bank declared that existing deposits should be frozen; that no further deposits be accepted from the firm; and that everything should be submitted to the Bank's legal department.

The Bank's records contain a letter from *Jules Roos N.V.* to the Bank, dated 24 June 1942, enclosing an excerpt of the Dutch commercial register, dated 19 June 1942, in response to the Bank's 15 May 1942 request, reflecting the addition of the names of three Germans, including

---

<sup>4</sup> The CRT notes that the correct Dutch spelling is "*Naamlooze Vennootschap*."

<sup>5</sup> "*Die Mitunterschrift des Verwalters Herrn Fousek auf jenem Briefe ist für uns rechtlich auf Schweizerterritorium unerheblich.*"

that of Heinrich Georg Fousek, as administrators of the company pursuant paragraph 13 of the orders of the *Reichskommissar* for the occupied Dutch territory of 24 June 1940 (“*op grond van paragraaf 13 van de verordening van den Rijkscommissaris voor het bezette Nederlandsche gebied van 24 Juni 1940*”). According to an internal Bank memorandum, dated 28 July 1942, the Bank noted that the signatures in the commercial register were not in order and that the only persons entitled to sign for the firm were those on the signature list of July 1939. The memorandum noted, however, that it was not worthwhile to pursue the matter further as the value of the account was only SF 15.00. Accordingly, if a withdrawal notice was received, no matter under what signature, the Bank would honor it with the proviso that acceptance of the signature did not prejudice the Bank’s position regarding the authority to act of *Kommissars* (Reich appointed administrators).<sup>6</sup> The Bank’s records further indicate that because of the account’s low value, the Bank would recognize a disposition concerning the balance of the account, without any prejudice to the representation of the Account Owner, and that the Bank would not accept any further deposits from the Account Owner.

As noted above, according to these records, the Account Owner held one custody account, numbered 9058, and one account of unknown type. The Bank’s records indicate that the custody account was closed on 30 April 1940. The records do not show the value of the account at the time of closure. With regard to the account of unknown type, the records indicate that the balance of the account was 15.00 Swiss Francs (“SF”) as of 28 July 1942.

The Bank’s records do not show when the account at issue was closed. The auditors who carried out the investigation of this bank to identify accounts of Victims of Nazi Persecution pursuant to instructions of the Independent Committee of Eminent Persons (“ICEP” or the “ICEP Investigation”) did not find this account in the Bank’s system of open accounts, and they therefore presumed that it was closed. These auditors indicated that there was no evidence of activity on this account after 1945. There is no evidence in the Bank’s records that the Account Owner’s owner or his heirs closed the account and received the proceeds themselves.

## **The CRT’s Analysis**

### Joinder of Claims

According to Article 37(1) of the Rules Governing the Claims Resolution Process, as amended (the “Rules”), claims to the same or related accounts may be joined in one proceeding at the CRT’s discretion. In this case, the CRT determines it appropriate to join the two claims of the Claimants in one proceeding.

### Identification of the Account Owner

The Claimants have plausibly identified the Account Owner. Claimant [REDACTED 2]’s father’s name and Claimant [REDACTED 1]’s grandfather’s name matches the published name of the Account Owner. Additionally, Claimant [REDACTED 1] indicated that his grandfather

---

<sup>6</sup> “...die Anerkennung der Unterschrift ohne Präjudiz für unseren Standpunkt in Sachen Vertretungsrecht von Kommissaren erfolge.”

owned a bank in Amsterdam, which Claimant [REDACTED 2] identified as *Jules Roos N.V.*, which matches the name of the Account Owner as listed in the Bank's records. The Claimants further identified the street where the Account

Owner was located,<sup>7</sup> and stated that the Account Owner's owner fled the Netherlands for Montreal in August 1939, which matches unpublished information about the Account Owner contained in the Bank's records.

In support of her claim, Claimant [REDACTED 2] submitted documents, including a letter on the letterhead of Jules Roos, a release and discharge agreement, and her birth certificate, providing independent verification that the person who is claimed to be the owner of the Account Owner had the same name and resided in the same town recorded in the Bank's records as the name and city of the Account Owner.

The CRT notes that Claimant [REDACTED 1] filed an Initial Questionnaire ("IQ") with the Court in 1999, asserting his entitlement to a Swiss bank account owned by Jules Roos, prior to the publication in February 2001 of the list of accounts determined by ICEP to be probably or possibly those of Victims of Nazi Persecution (the "ICEP List"). This indicates that Claimant [REDACTED 1] has based his present claim not simply on the fact that an individual identified on the ICEP List as owning a Swiss bank account bears the same name as his relative, but rather on a direct family relationship that was known to him before the publication of the ICEP List. It also indicates that Claimant [REDACTED 1] had reason to believe that his relative owned a Swiss bank account prior to the publication of the ICEP List. This supports the credibility of the information provided by Claimant [REDACTED 1]. The CRT notes that there are no other claims to this account.

#### Status of the Account Owner as a Victim of Nazi Persecution

Although the Claimants indicated that the owner of the Account Owner left the Netherlands prior to the Nazi occupation of the Netherlands, the Claimants indicated that the owner of the Account Owner was unable to close his accounts before leaving, and the Bank's records indicate that the Account Owner was placed under a Nazi-appointed administrator by order of the *Reichskommissar* for the occupied Dutch territories.

#### The Claimants' Relationship to the Account Owner

The Claimants have plausibly demonstrated that they are related to the owner of the Account Owner by identifying specific information and documents, demonstrating that the Account Owner's owner was Claimant [REDACTED 1]'s grandfather and Claimant [REDACTED 2]'s father. These documents include [REDACTED]' will and Claimant [REDACTED 2]'s birth certificate, which indicate that [REDACTED 2] is the daughter of Jules and [REDACTED], as well as a release and discharge agreement, which indicates that [REDACTED 2] is the daughter

---

<sup>7</sup> The CRT notes that Claimant Stein indicated that her father's business address was at Heerengracht 401 in Amsterdam, while the Bank's records indicate that *Jules Roos N.V.* was located at Heerengracht 554A in Amsterdam. However, the CRT concludes that this discrepancy does not adversely effect the identification of the Account Owner.

of Jules Roos, and that [REDACTED 1] is the grandson of Jules Roos. The CRT notes that Claimant [REDACTED 2] indicated that Jules Roos had other children and grandchildren; however, the CRT has not received claims from these individuals.

#### The Issue of Who Received the Proceeds

In this case, the Bank's records indicate that the Account Owner held one custody account and one account of unknown type.

With regard to the custody account numbered 9058, the Bank's records show that the account was closed on 30 April 1940, which was prior to the Nazi invasion of the Netherlands in May 1940. Accordingly, the CRT concludes that the owner of the Account Owner accessed this account and received the proceeds himself.

With regard to the account of unknown type, the Bank's records indicate that the account remained open after the closure of the custody account and was still open as of 3 June 1942. The CRT notes that at this time, *Jules Roos N.V.* was under the authority of a Nazi-appointed administrator and that, although the Bank did not fully recognize the right of this administrator to dispose over the account, it had agreed internally to honor the requests of the administrator to dispose of the account since the account had a low balance of SF 15.00. Given these facts, and given that there is no record of the payment of the Account Owner's account to its owner nor any record of a date of closure of the account; that the owner of the Account Owner left his country of residence to avoid Nazi persecution; that the owner of the Account Owner and his heirs would not have been able to obtain information about his account after the Second World War from the Bank, even for the stated purpose of obtaining indemnification from the German authorities, due to the Swiss banks' practice of withholding or misstating account information in their responses to inquiries by account owners because of the banks' concern regarding double liability; and given the application of Presumptions (h) and (j), as provided in Article 28 of the Rules (see Appendix A), the CRT concludes that it is plausible that the account proceeds were not paid to the Account Owner's owner, or his heirs. Based on its precedent and the Rules, the CRT applies presumptions to assist in the determination of whether or not Account Owners or their heirs received the proceeds of their accounts.

#### Basis for the Award

The CRT has determined that an Award may be made in favor of the Claimants. First, the claims are admissible in accordance with the criteria contained in Article 18 of the Rules. Second, the Claimants have plausibly demonstrated that the owner of the Account Owner was Claimant [REDACTED 2]'s father and Claimant [REDACTED 1]'s grandfather, and those relationships justify an Award. Third, the CRT has determined that it is plausible that neither the Account Owner's owner, nor his heirs received the proceeds of the claimed account.

#### Amount of the Award

In this case, the Account Owner held one account of unknown type. According to the Bank's records, the value of the account as of 3 June 1942 was SF 15.00. According to Article 29 of the

Rules, if the amount in an account of unknown type was less than SF 3,950.00, and in the absence of plausible evidence to the contrary, the amount in the account shall be determined to be SF 3,950.00. The CRT notes that the Bank's internal memorandum of 28 July 1942 stated that the Bank did not fully recognize right of the Nazi-appointed administrator to dispose over the account, it would not contest it because the account had such a low balance. This may be construed as evidence to the contrary with regard to the application of Article 29 of the Rules. However, the CRT notes that the account's balance was SF15.00 as of 3 June 1942, over two years after the German occupation of the Netherlands, at which time the rightful owner of the Account Owner (the Claimant's relative) is deemed to have lost control over the firm and its assets, including the account at issue here. The Bank's records do not indicate the value of the account as of the date of German occupation, nor do they indicate whether or not the account was depleted in the two years between the Nazi occupation of the Netherlands and the date of the known account balance. Given these facts, the CRT concludes that the information regarding the 3 June 1942 balance of the account does not constitute evidence to the contrary sufficient to override the Article 29 presumption. Accordingly, the CRT determines the value of this account to be SF 3,950.00. The current value of this amount is determined by multiplying the balance as determined by Article 29 by a factor of 12.5, in accordance with Article 31(1) of the Rules. Consequently, the total award amount in this case is SF 49,375.00.

#### Division of the Award

According to Article 23(1)(c) of the Rules, if the Account Owner's spouse has not submitted a claim, the award shall be in favor of any descendants of the Account Owner who have submitted a claim, in equal shares by representation. Therefore, Claimant [REDACTED 2], as the daughter of the owner of the Account Owner, is entitled to one-half of the total award amount, and Claimant [REDACTED 1], as the son of the owner of the Account Owner's daughter, [REDACTED], is also entitled to one-half of the total award amount.

As noted above, Claimant [REDACTED 2] submitted a release and discharge agreement, under which Claimant [REDACTED 1] would not be entitled to an award in these proceedings.<sup>8</sup> However, the CRT notes that it has no authority under which it can determine whether this agreement covers the relevant account, since the agreement is governed by and construed pursuant to the laws of the Province of Quebec, and therefore requires its interpretation as to whether the relevant account is included within the definition of "Jules Roos' estate."

Given that the release and discharge agreement submitted with Claimant [REDACTED 2]'s claim form is governed by and construed pursuant to the laws of the Province of Quebec; and that neither Jules Roos' company nor his Estate claimed the relevant account; the CRT recommends that the Claimants resolve and settle the issue of the division of this award among themselves, in light of the release and discharge agreement, and within its meaning as intended when signed in 1987.

---

<sup>8</sup> The CRT notes that the release and discharge agreement identifies [REDACTED 1] as the son of [REDACTED]'s sister, [REDACTED]. The CRT further notes that in Claimant [REDACTED 1]'s IQ he indicates that he is the grandson of Jules Roos, and provides [REDACTED]'s name as a person who can support his claim. Therefore, the CRT concludes that [REDACTED] is Claimant [REDACTED 1]'s mother and that the name [REDACTED 1] in the agreement refers to Claimant [REDACTED 1].

### **Scope of the Award**

The Claimants should be aware that, pursuant to Article 20 of the Rules, the CRT will carry out further research on their claims to determine whether there are additional Swiss bank accounts to which they might be entitled, including research of the Total Accounts Database (consisting of records of 4.1 million Swiss bank accounts which existed between 1933 and 1945).

### **Certification of the Award**

The CRT certifies this Award for approval by the Court and payment by the Special Masters.

Claims Resolution Tribunal  
25 November 2008