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Competition for Scant Funds

Jewish, Polish, and Communist Prisoners of Auschwitz in the Negotiations for the Wollheim Agreement

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Norbert Wollheim Memorial

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Initial Negotiations between the Claims Conference and I.G. Farben i.L.

The judgment of the Landgericht [regional court] Frankfurt in *Wollheim v. I.G. Farben* on June 10, 1953, which brought a surprising victory for the former Jewish Auschwitz prisoner Norbert Wollheim,¹ triggered considerable turmoil among the larger industrial firms of the Federal Republic. For the first time, a former concentration camp inmate had been adjudged the right to damages from a private enterprise. It was foreseeable that this would encourage other prisoners to take legal action. To protect itself from the impending lawsuits, I.G. Farben in Liquidation (i.L.) soon contemplated paying a lump sum to concentration camp prisoners who had performed forced labor in its plants. With this in mind, the “liquidators” of I.G. Farben established contact with the Conference on Jewish Material Claims Against Germany (Claims Conference, CC). This umbrella organization—founded by 23 Jewish associations to implement restitution and compensation claims against Germany—was seen by I.G. Farben as the only organization with sufficient authority and financial solvency to be a possible partner in a binding agreement on payments to Jewish forced laborers.

As Benjamin B. Ferencz, a leader of the CC, characterized it in retrospect,² the larger Jewish organizations were quite hesitant to champion the cause of the Auschwitz forced laborers publicly against a corporation as powerful as I.G. Farben i.L. still was. They sized up as very poor the odds of winning in the West German court system, and feared that the large West German industrial firms, once provoked in this fashion, might balk at any form of “indemnification” in the future. Everyone involved assumed that this case would establish a precedent. The Claims Conference initially delegated the direct negotiations with I.G. Farben to the United Restitution Organization (URO), which was regarded as an “apolitical” legal aid organization for Jewish victims of persecution. “It was clear,” Ferencz wrote, “that no one on the Jewish organizational side was very eager to

1 Cf. Wolfgang Benz: “Der Wollheim-Prozess. Zwangsarbeit für die I.G. Farben in Auschwitz.” In: Ludolf Herbst / Constantin Goschler, eds.: *Wiedergutmachung in der Bundesrepublik Deutschland* (Munich: Oldenbourg, 1989), pp. 303–326.

2 Cf. Benjamin B. Ferencz: *Less Than Slaves: Jewish Forced Labor and the Quest for Compensation* (Cambridge, MA/London: Harvard University Press, 1979), p. 38. Ferencz, a lawyer, acted for many years in an executive or advisory capacity on behalf of the Claims Conference and other Jewish organizations.

jump into the fray, but I.G. Farben could not be allowed to strike down the Jewish claims without a fight.”³

I.G. Farben, to be sure, purported to be convinced that the surprising decision of the Landgericht Frankfurt am Main in favor of Norbert Wollheim would be reversed or at least modified at higher levels of the court system, but on the corporation’s side, too, there were good reasons for seeking an agreement with the “Jewish party.” The intended liquidation and especially the release of the substantial residual assets could not be implemented as long as claims for incalculable sums and with an unclear outcome were hanging over the firm. Moreover, the I.G., like other German corporations at that time, was attempting to win back its property in the United States, which had been sequestered upon Germany’s declaration of war in World War II. In this endeavor, it could not afford negative press in the United States, which would be unavoidable if former Auschwitz prisoners testified in the course of the U.S. court cases.⁴ Concern about its reputation abroad, one of the chief motives for West Germany’s compensation efforts, was also the impetus for I.G. Farben’s initial attempts at rapprochement even before the start of the appeal hearing before the regional appellate court, the Oberlandesgericht. The distances were short, as the headquarters of I.G. Farben i.L., the URO, and an office of the Claims Conference were located in Frankfurt am Main. In addition, there were personal ties between the liquidators of the I.G.—who had been selected by the Allies partly on the basis of their distant relationship with National Socialism—and staffers at the CC and the URO, most of whom had practiced law in Germany until 1933.⁵

The first round of negotiation in the spring and summer of 1954 was inconclusive, but the general outline of the subsequent agreement was discernible even at this stage. The I.G. insisted that any payment must be considered a goodwill gesture and under no circumstances viewed as the discharge of legal obligations. It attached great importance to the statement that it was not legally responsible for the events in Auschwitz: that much it owed to the reputation of German in-

3 Ferencz: *Less Than Slaves*, p. 41.

4 Cf. Ferencz: *Less Than Slaves*, p. 45; Constantin Goschler: *Schuld und Schulden. Die Politik der Wiedergutmachung für NS-Verfolgte seit 1945* (Göttingen: Wallstein, 2005), p. 251f.

5 Cf. the correspondence between I.G. Farben personnel and CC personnel. Archiv der Claims Conference in Frankfurt am Main (henceforth: CC-Archiv), Akten I.G. Farben, Vol. 1.

dustry, it let its negotiating partners know.⁶ In these further negotiations about the number of Auschwitz survivors eligible for benefits, the speculations were rather superficial; neither of the two parties was in possession of halfway reliable figures in this regard. I.G. Farben took as a starting point the figure of around 2,000 surviving Buna/Monowitz prisoners, to whom it was willing to pay DM 5,000 apiece; that is, it was offering a fixed total amount of DM 10 million. The URO and the CC, on the other hand, stated that the number of survivors was as high as 10,000 persons, of whom each one (according to the decision of the Landgericht in the Wollheim lawsuit) should receive DM 10,000, resulting in a sum of DM 100 million. In light of these demands, I.G. Farben broke off the negotiations, saying that it was impossible to determine the number eligible for benefits in advance and that a sum of DM 100 million was outside the realm of Farben's consideration.⁷

The appeal trial before the Oberlandesgericht Frankfurt, under way since September 1954, was suspended on October 21, 1955; the court asked the parties to seek a settlement out of court.⁸ In early 1956, the settlement negotiations were resumed. The I.G. then presented an offer of 20 million, but this sum now was intended to satisfy the claims of both the Jewish and the non-Jewish forced laborers in the I.G. plants at Auschwitz. The share of the non-Jewish forced laborers for the I.G. in Auschwitz, who now came under discussion for the first time, amounted to 5 percent at the maximum, according to I.G. Farben's estimates. Based on a figure of 5,000 survivors at the moment, each person was to be paid DM 5,000. The Jewish organizations, too, presented a new offer in the negotiations: They demanded compensation of DM 7,000 for each of an estimated 6,000 Jewish survivors, a total of DM 42 million.

The International Auschwitz Committee

In summer 1956, the International Auschwitz Committee (IAC) learned of the ongoing negotiations between the Claims Conference and I.G. Farben. The administration of the IAC wrote a brusque letter to the "liquidators" of I.G. Farben,

6 Cf. Ferencz: *Less Than Slaves*, p. 46.

7 Cf. Ferencz: *Less Than Slaves*, p. 43.

8 Cf. Benz: "Wollheim-Prozess," p. 321.

including these words: "We are very well aware of the living and working conditions of the prisoners in this 'external camp' [Buna/Monowitz, K.S.]. It is known to us that the majority of them were given over to be killed in the gas chambers because these conditions had rendered them unfit for work according to the management of these plants. Therefore we think it only too justifiable for the former prisoners of Monowitz to receive at least a financial compensation now."⁹

The IAC had been founded by Auschwitz survivors in 1954 as an international umbrella organization, with a membership of numerous national camp committees and prisoner associations. The survivors' objectives in founding it were ambitious: On the agenda were worthy commemoration of the victims, appropriate design of the camp grounds in Oświęcim, research and education dealing with the crimes committed at Auschwitz, compensation for the survivors, and prosecution of the SS perpetrators.¹⁰ The IAC was intended to be an independent, international advocate for the interests of Auschwitz survivors and their descendants, (almost) regardless of the reason for their persecution and the country in which they now lived. It was primarily former political prisoners, however, mostly from socialist or communist organizations, who spoke for the survivors and victims of Auschwitz in the IAC's work—and here it must be noted that there was considerable overlapping between Jewish and political prisoners, in the IAC as well.¹¹ In addition, for obvious reasons, Poles were especially heavily represented in the IAC's membership. While the IAC, like all the other camp committees and prisoner associations, kept its distance from the former inmates who had belonged to the large groups of "criminals" and "asocials" and sought a representation of other prisoners, as well as Jewish prisoners, within the committee,¹² there

9 Written by Suzanne Falk, Hermann Langbein, and Tomasz Sobanski on behalf of the administration of the IAC to the Gläubiger-Meldestelle der I.G. Farben [I.G. Farben Creditors' Registration Office], July 16, 1956. Österreichisches Staatsarchiv Wien, Nachlass Hermann Langbein (henceforth: NL HL).

10 See also the bylaws of the International Auschwitz Committee, reproduced in: "Vorschlag des Büros des Internationalen Auschwitz-Komitees zur Abänderung der Statuten des IAK," May 1960. NL HL.

11 The proper terminological separation of the concentration camp prisoners or victims of Nazi persecution into "Jewish" and "political" categories is intrinsically impossible; first, it is unclear what the label of "Jewish" refers to: to the tagging of the National Socialists or to the self-identification of the survivors? In addition, there were numerous communists and socialists among the Jews.

12 Langbein repeatedly made intensification of the contacts with Jewish organizations a topic at IAC meetings, see, for example, the Proceedings of the Conference of the International

was scarcely any institutionalization of these contacts; one reason for that probably was that the dominance of the Communist Party members seemed too great.¹³ The big conferences and general assemblies of the IAC, however, consisted of many groups; in the late 1950s, in some instances, delegates from 17 countries convened.¹⁴ In the early 1960, two organizations from France and two from Belgium were members of the IAC; in each case, one was an association of Jewish prisoners and the other was a group of political prisoners. The other committees from Western Europe were “mixed,” while in Eastern Europe there generally was no separation between the Jewish and the political Auschwitz groups¹⁵—which as a rule resulted in dominance by former political prisoners or by survivors who were organized in socialist parties representing the interests of the states.

While the IAC endeavored to do justice to the heterogeneity of the survivors on the one hand, and on the other to the demands of the big victims’ associations in Eastern Europe that were close to the states (which led increasingly to real tests), the Committee was regarded by the large Jewish organizations such as the Claims Conference (if they took notice of it at all) as a Polish communist group representing primarily political interests. The CC did not even consider the IAC as a potential ally, for example, in the fight for compensation payments for former Auschwitz prisoners,¹⁶ though it, in contrast to the Claims Conference and other Jewish associations, had both access to the voluminous records of the camp administration and the resistance movement at Auschwitz—which definitely could have strengthened the argument vis-à-vis I.G. Farben i.L. in the negotiations—and contact with the former Jewish Auschwitz prisoners in Eastern Europe. For many of the former Auschwitz prisoners represented in the IAC, the negotiations with I.G. Farben had great significance. For most concentration camp pris-

Auschwitz Committee at Auschwitz, January 28–30, 1957, Session of Those in Authority in the Country Organizations, January 29, 1957. NL HL.

- 13 Cf. Letter of Hermann Langbein to Régine Orfinger-Karlin (the legal adviser of the IAC), March 26, 1960; letter of Langbein to H. G. Adler, November 2, 1960, p. 2. NL HL.
- 14 Cf. List of Delegates to the Conference of the IAC at Auschwitz, May 22–29, 1956; letter of Henryk Matysiak to Hermann Langbein, March 29, 1956; List of Delegates to the Conference of the IAC at Auschwitz, January 24–February 2, 1957, no place and date given. NL HL.
- 15 Cf. General Assembly of the IAC in Warsaw, June 25–27, 1960, Abstract, undated. NL HL.
- 16 Thus Kurt May of the URO explained in 1957 that the IAC was not brought into the negotiations with I.G. Farben i.L. because it had the reputation of “having a one-sided political orien-

oners from Eastern Europe, as well as many of the non-Jewish prisoners in the West, compensation payments from corporations were the only way of obtaining any "reparations" at all for their persecution, as they were excluded from the legal compensation arrangements of the FRG. The explosive nature of the matter was increased by the fact that of all corporations, it was I.G. Farben that was involved here. This gigantic industrial firm was viewed particularly by the socialists and communists as downright paradigmatic for the fusion of capital and politics under National Socialism; scarcely any of the works on Auschwitz dating from this period failed to go into details of the disastrous role of I.G. Farben and of its chummy arrangement with the SS leadership and the camp administration.¹⁷ The big I.G. Farben plant at Auschwitz epitomized a widespread interpretation of fascism, according to which the National Socialists employed terror to escalate a capitalist exploitation in which the boundaries between "factory" and "death factory" became fluid.

In 1956, when the Auschwitz Committee attempted to join in the negotiations between the Claims Conference and I.G. Farben i.L., it was a very young organization, which until then had scarcely been in evidence as a player in international conflicts involving the "politics of the past"; the spokesmen usually had little experience in negotiations with representatives of government agencies or corporations, but they displayed great conviction with regard to the moral justification of their demands. They burst into the negotiations, which already were quite far advanced, in a way that did not mesh with the suave, diplomatic tone sought by the representatives of the Claims Conference and I.G. Farben. The IAC was "quite ponderous" in its manner, complained I.G. liquidator Walter Schmidt to the representative of the Claims Conference, Ernst Katzenstein.¹⁸

tation." Kurzes Gedächtnisprotokoll [Short Minutes from Memory], Vienna, December 4, 1957, Hermann Langbein, p. 6. NL HL.

17 See, for example, Bruno Baum: *Widerstand in Auschwitz* (East Berlin: Kongress, 1957); Ota Kraus / Erich Kulka: *Die Todesfabrik* (East Berlin: Kongress, 1957).

18 Thus Ernst Katzenstein wrote in a letter to Saul Kagan on July 11, 1957. CC-Archiv, Akten I.G. Farben, Vol. 2. At the time, Katzenstein was the director of the Claims Conference in Germany.

Jewish and Non-Jewish Auschwitz Prisoners

When the negotiations between I.G. Farben i.L. and the Claims Conference became publicly known, protests against a possible agreement increased on the one hand (from the Arab states, but above all from German industry), but on the other, new groups of claimants also approached I.G. Farben, which had to react to them in some way: Jewish and non-Jewish Auschwitz prisoners from Eastern Europe, former political persecutees from Western Europe, and concentration camp prisoners who had worked for the I.G. in camps other than Auschwitz. The International Auschwitz Committee, which initially was completely unknown to the two parties in the negotiations and was described by Ferencz in retrospect as a "delegation from Poland" into the bargain,¹⁹ presented the I.G. in July 1956 with demands whose impacts and enforceability could not be assessed right away. In the negotiations of the Claims Conference with the I.G., as Ferencz recalls, the "claims of non-Jews suddenly loomed much greater than before."²⁰

The Jewish organizations observed this with great apprehension and associated it with the anti-Semitic resentments of the old I.G. Farben bunch, particularly with August von Knieriem, who had been I.G. Farben's company lawyer during the Nazi era and now, as the new chairman of the supervisory board, was entrusted with the conduct of the negotiations.²¹ "Because of his bias as a former defendant in Nuremberg,"²² Kurt May told the URO, he would still refuse even now to make a distinction between Jewish and non-Jewish concentration camp prisoners, because he would see it as discrimination. It was evident to the representatives of the Jewish organizations, however, that such a distinction was justified and necessary. Here they relied primarily on two arguments: First, they contended, only the Jewish prisoners were "transferred" to Auschwitz Birkenau as soon as they were considered "unfit for work," and then they were gassed there. Second, the situation of the Jewish prisoners in Monowitz was even worse than that of the other prisoners, who had better working conditions, higher positions in the *Häftlingsverwaltung* (prisoner self-administration system), and the

19 Ferencz: *Less Than Slaves*, p. 51.

20 Ferencz: *Less Than Slaves*, p. 46.

21 On August von Knieriem, see the biographical entry at http://www.wollheim-memorial.de/en/august_von_knieriem_18871978.

(life-saving) opportunity to receive parcels from relatives. Or, put more pointedly: The non-Jewish prisoners in Monowitz were usually Kapos anyway and participants in the maltreatment of the Jews. Norbert Wollheim himself expressed this position with special clarity, but one can assume that he was representing an attitude that was widespread among the Jewish Buna/Monowitz survivors with whom he had contact.²³ In a letter to Katzenstein, he stated, to begin with, that "the majority of the non-Jewish prisoners in Auschwitz, apart from the Poles, consisted most commonly of criminal elements." He feared that these "elements, which we called *Banditen* ("bandits, outlaws") in the camp," might benefit from the agreement. Because of the "crimes which, *cum grano salis*, the non-Jewish Poles were guilty of with respect to the Jewish group,"²⁴ however, he believed that the Jewish survivors also would view any notion of their compensation with the greatest skepticism. Elsewhere, too, Wollheim placed particular emphasis on the brutality of the "non-political non-Jewish prisoners, especially those of Polish nationality[, who] as a group took such an active part in wrongful acts against their Jewish fellow-prisoners."²⁵ They were extremely anti-Semitic, he said, and frequently hid behind their red triangles. The truly political victims of persecution from Poland, he added, behaved differently.²⁶

The mistrust of many Jewish prisoners could not be allayed by the fact that the IAC representatives, too, took it for granted that the "criminal" prisoners (that is, inmates labeled as such by the SS) and anyone who had participated in crimes in Auschwitz should be excluded from the compensation payments.²⁷

Just as surely as Wollheim and others assumed that most non-Jewish prisoners had less or no right to compensation, either because their conditions of impri-

22 Letter from Kurt May to Saul Kagan, secretary of the CC in New York, November 14, 1956, p. 1. CC-Archiv, Akten I.G. Farben, Vol. 2.

23 Even in 2004, some of the Jewish Monowitz survivors still expressed with great emotion their conviction that all the Poles in Auschwitz were anti-Semites; Meeting of Survivors of Buna/Monowitz, March 22–28, 2004, in Frankfurt am Main.

24 Letter from Norbert Wollheim to Ernst Katzenstein, February 3, 1958, p. 1. CC-Archiv, Akten I.G. Farben, Vol. 3.

25 Letter from Norbert Wollheim to the Compensation Treuhand GmbH, June 6, 1960. CC-Archiv, Akten Compensation Treuhand (CT), Vol. 4.

26 Cf. Wollheim's letter to Compensation Treuhand, June 6, 1960.

27 Cf. *Informationen*, IAC, September 1956, p. 2. (*Informationen* was an IAC newsletter that appeared 10 to 12 times per year and was sent to all the members, interested parties, and the press. Until 1960, it was the responsibility of General Secretary Hermann Langbein.)

sonment were better or because they themselves had participated in crimes, the non-Jewish prisoners assumed that they naturally had the same claims as the Jewish prisoners, by virtue of their own forced labor for I.G. Farben, which also was performed under the harshest conditions. The working conditions of the prisoners, say, who in April 1941 were forced to begin construction work on the I.G. plant as the "Buna detachment" while still based at the main camp, claimed the lives of a great many prisoners; most of them presumably were non-Jewish Poles.²⁸ A central argument of the Jewish party in the negotiations with I.G. Farben—that it was only Jewish forced laborers deemed no longer "fit for work" who were gassed in Birkenau—corresponded to the experience that only the Jews in Auschwitz, as a group, were collectively condemned to death. However, that did not *de facto* exclude the fact that the SS also "transferred" non-Jews deemed "unfit for work" to Birkenau to be gassed, and thus these prisoners, too, worked under a permanent threat of death. But the larger the number of Jewish prisoners in Monowitz became, the smaller was the probability that non-Jews would be destined by the SS for gassing; that corresponded to the position of the non-Jewish prisoner groups, which was more favorable across the board. The Poles, many of whom—as the first "target group" in the camp—had fallen victim to exhaustion, mistreatment, and shootings by 1942, moved up a rung in the prisoner hierarchy with the arrival of the huge transports of Jews from 1942 on and formed, in Monowitz as well, a kind of "middle class," while the top prisoner-functionary positions were held almost exclusively by German prisoners.²⁹ This more favorable position did not protect non-Jewish prisoners from death, but it hugely increased their chances of surviving. The share of Jews in the Monowitz prisoner population grew steadily; while it totaled about 70 percent at the beginning, in fall 1942, shortly before the evacuation of the camp, Jews represented around 96 percent of the headcount.³⁰

28 Cf. Piotr Setkiewicz: "Ausgewählte Probleme aus der Geschichte des IG Werkes Auschwitz." In: *Hefte von Auschwitz* 22 (2002), pp. 7–147, here pp. 40–44. It is no longer possible to reconstruct the makeup of the "Buna detachment," but presumably it corresponded to that of the prisoner population in Auschwitz at that time, when Polish prisoners were the largest group.

29 Cf. Setkiewicz: "Ausgewählte Probleme," p. 55f.; Bernd C. Wagner: *IG Auschwitz. Zwangsarbeit und Vernichtung von Häftlingen des Lagers Monowitz 1941–1945* (Munich: Saur, 2000), pp. 180ff.

30 Cf. Setkiewicz: "Ausgewählte Probleme," pp. 47ff.

Details on the composition of the prisoner population, however, were unknown to the negotiating parties in the mid-1950s. They correctly assumed that the vast majority of the prisoners had been persecuted as Jews; however, little was known about the number of non-Jewish prisoners or about the conditions under which the various groups survived. The Jewish negotiators' perception of the history of Buna/Monowitz did not include chronological distinctions that would, for example, have made clear the difference in the situation of the non-Jewish Poles, and the I.G. Farben representatives had reasons of their own for being reluctant to look too closely into historical details. The documents from the Buna/Monowitz camp, such as the "transfer lists" from the period between January 13, 1943, and October 1944, which the IAC had located at the Chief Commission for Investigation of the National Socialist Crimes in Poland and at the Auschwitz-Birkenau State Museum,³¹ did not play a large role in the negotiations. After the war, the reservations of the various prisoner groups, which were based on the experiences of their joint confinement in the camp, were joined by reservations of a new kind: The former prisoners found themselves on different sides of the conflicts of the Cold War. While many of the former political prisoners, as well as many of those persecuted as Jews, sympathized in different ways and to varying degrees with the people's republics, others identified completely with the goals of the Western nations. The wave of repression in late-Stalinist Eastern Europe that targeted Jews and went by the name of "anti-Zionism" probably confirmed the reservations of many Jews in the Western countries with regard to "real socialism." On the other hand, in the 1950s there was ample evidence for the socialists' and communists' perception of the continued power of the former National Socialist elites and of the influence of top executives of companies on political and even judicial decisions in the Federal Republic, especially with respect to compensation policy and the prosecution of Nazi criminals.

The experiences of many Jewish Monowitz prisoners, who saw themselves exposed not only to the terror of the SS and the plant management but also to a situation in which prisoners of other groups sought to secure their own positions

31 Cf. *Informationen*, IAC, October 1956, and also: Letter from Hermann Langbein to the Chief Commission for Investigation of the National Socialist Crimes in Poland, August 21, 1956; Chief Commission to Langbein, September 5, 1956; Langbein to Chief Commission, September 17, 1956. NL HL.

and their own lives at the Jews' expense, were difficult to align with a perspective like that favored by former political prisoners. As the latter saw it, the prisoners, apart from a few collaborators and the "criminals," largely shared a common lot as victims of Nazi persecution. The special situation of Jewish persecutees and the special quality of the Nazis' "Jewish policy," which aimed at the extermination of all European Jews, were by no means commonly shared perceptions in the mid-1950s. The murder of the Jews was not seen as the focal point of the Nazis' crimes. To the extent that there was discussion of the concentration camps as a Nazi instrument of persecution, the persecution of political opponents and their perspective defined the portrayal. The victims of political persecution themselves did point, in part, to the especially dramatic situation of Jewish prisoners, but frequently they made no category-based distinctions, and if they did so, then more likely in the sense that they attributed greater significance to the martyrdom of the political resistance than to the "incidental" ordeal of the Jews. The compensation negotiations were one of the few places during this period where Jewish victims of persecution could get recognition of their special situation, though that was the result not of the I.G. Farben representatives' sensitivity (in this case) regarding this topic, but of the enforceability of the "Jewish demands" due to external factors.

The Evolution of the Wollheim Agreement

It is at least debatable that the chairman of the supervisory board of I.G. Farben i.L., von Knieriem—as Kurt May of the URO suspected—had a greater tendency, owing to his anti-Semitism, to pay compensation to communists in Eastern Europe than to Jews in the United States or in Israel. At any rate, another consideration also prompted him now to support the causes of the non-Jewish prisoners: I.G. Farben needed a watertight agreement that was not foreordained to be challenged in lawsuits filed by prisoner groups that were not taken into consideration.

In summer 1956, the two negotiating parties had already agreed on a sum, to which the I.G. resolutely held fast from then on: DM 30 million would be paid to the I.G.'s former forced laborers at the Auschwitz concentration camp complex

for the "alleviation of their sufferings."³² The Claims Conference had accepted that a larger sum was not obtainable. Now up for discussion was the question of which prisoner groups should be taken into consideration in what way. At the start of the negotiations, these issues had been only very briefly touched on, but the Claims Conference had made it clear from the outset that its bylaws permitted it to speak only for Jewish victims of persecution.

In a (presumably) initial draft agreement written by the I.G.'s lawyers, it was declared, first of all, that I.G. Farben had had no influence on the living conditions of the prisoners and had itself been compelled by the National Socialist state to employ forced laborers, but that it was prepared—without acknowledging any statutory duty, of course—to pay DM 30 million to settle all the claims of the concentration camp prisoners.³³ It proposed to take into account the I.G.'s forced laborers at Buna/Monowitz and in the Heydebreck und Fürstengrube subcamps established at I.G. plants; every concentration camp prisoner who was "assigned" to these camps of the I.G. was to receive a "settlement." The set of claimants was not defined more precisely; according to this first draft, even the heirs of the murdered or by then deceased forced laborers were to profit from the agreement. The aim was to pay DM 5,000 per person, and at least DM 2 million was to be reserved at first for the benefit of non-Jewish prisoners, with an additional DM 3 million held back for potential claims against the I.G. until the statutory period of limitation ended.

From the I.G.'s standpoint, a decisive passage in the agreement with the Claims Conference was the acceptance of a guarantee that this would be a "conclusive" arrangement: It wanted the CC to vow that the I.G. would not be prosecuted as a result of further claims asserted by Jewish prisoners. For the non-Jewish prisoners, no one could offer comparable assurance.

Once the Claims Conference had accepted this condition in principle (with vehement conflicts later on about who was to be regarded as a Jewish claimant; see below), as well as the proffered amount of DM 30 million, keeping the number of the other eligible persons small was all it could do in its attempt to obtain, within the scope of the agreement, payments as large as possible for Jewish concentra-

32 These and similar formulations are found in various drafts, see CC-Archiv, Akten I.G. Farben, Vol. 1.

tion camp prisoners. For a joint meeting in Frankfurt on October 16 and 17, 1956, the Claims Conference formulated an alternative draft with that as its primary aim. According to this draft, those eligible were defined, along the lines of the definition contained in the *Bundesentschädigungsgesetz* (BEG, West German Federal Compensation Law), as persons who “for reasons of race, religion, or ideology or because of opposing political views were [...] persecuted and forced to work in the plants mentioned.”³⁴ Furthermore, excluded from receiving payments were those former prisoners who “have their residence or permanent abode in territories with whose governments the Federal Republic maintains no diplomatic relations, unless they live in Finland or Israel.”³⁵ Both provisions came from FRG laws on compensation and ensured—as in the latter—the exclusion of numerous victims of Nazi persecution from receipt of indemnification payments.³⁶ The first restriction in accordance with § 1 BEG, which focuses on the reasons for persecution, led to an exclusion of prisoners who were confined in the concentration camps as “asocials,” “homosexuals,” “criminals,” etc., as well as *Nationalverfolgte* (“national persecutees”)—the most significant group in terms of their number—people persecuted for reasons of nationality. While the first prisoner categories originated with the National Socialists themselves, the term *Nationalverfolgte* is a coinage of the young Federal Republic, which ensured that the persecution of most non-Jewish foreigners was viewed in legal terms not as a Nazi injustice but as an act of war, for which there is no right to individual compensation under international law. Non-Jewish persecutees from France, Holland, Poland, Yugoslavia, etc. were in most cases classified as people persecuted on the basis of nationality rather than for political reasons and therefore ineligible to claim payments in accordance with the compensation laws of the FRG. While the issue of the “persecuted nationalities” was always controversial and engaged the

33 Draft agreement of I.G. Farben i.L., August 2, 1956. CC-Archiv, Akten I.G. Farben, Vol. 1.

34 Draft agreement of the Claims Conference, October 8, 1958. CC-Archiv, Akten I.G. Farben, Vol. 1. An article from the *Deutsche Zeitung* shows the use to which the “official” recognition of the exclusion of national persecutees by the Claims Conference was put in the public debate in West Germany. The article says that the CC “confirms by its denial [of the claim of national persecutees] that the chosen delimitation does not constitute discrimination” (“Der Wollheim-Vergleich scheint gesichert. Das Auschwitz-Komitee steckt überraschend zurück.” In: *Deutsche Zeitung*, Stuttgart, March 1, 1958).

35 Draft agreement of the Claims Conference, October 8, 1958. CC-Archiv, Akten I.G. Farben, Vol. 1.

compensation courts on numerous occasions—generally without success for the plaintiffs, however³⁷—the “diplomatic clause” of the BEG, which prohibited payments going to countries with which no diplomatic relations existed, functioned directly as an obstacle to all indemnification of persecutees in Eastern Europe, whether they were Jews or not. This provision complied with the logic of bloc-to-bloc confrontation, according to which any payment of foreign currency into the Eastern bloc must be avoided.

Thus the Claims Conference, in its attempts to keep as small as possible the number of individuals eligible for compensation, was prepared to exclude not only most non-Jewish (particularly foreign, that is, non-German) Auschwitz prisoners (for which it adduced arguments, though these arguments did not stand up to more thorough examination in every case), but also all the Jewish prisoners who lived in Eastern Europe. Besides the responses of the Cold War, which are to be suspected even among the representatives of the Claims Conference and the URO, an astonishing ignorance of the situation, attitude, and number of the Jewish persecutees living in Eastern Europe played a role in this (see below).

In a subsequent draft agreement by the Claims Conference in fall 1956, mention was made only of payments “for the benefit of the Jewish inmates of the Auschwitz concentration camp [...] particularly because they were subjected to the constant danger of annihilation in the nearby Birkenau camp.”³⁸ The liquidators of I.G. Farben rejected these drafts and countered with a threat to make the group of eligible claimants even larger than planned. The new version of the agreement, said the I.G.’s legal counsel, Professor Samson, in a conversation with the CC, had produced “shock” among the members of the supervisory board. The I.G. did not see, he continued, how it could exclude the non-Jewish prisoners, and not only in Auschwitz, but also in all the other camps where the I.G. made use of forced laborers.³⁹

36 Cf. Ulrich Herbert: “Nicht entschädigungsfähig? Die Wiedergutmachungsansprüche der Ausländer.” In: Herbst / Goschler, eds.: *Wiedergutmachung*, pp. 273–302.

37 Cf. Herbert: “Nicht entschädigungsfähig?,” pp. 297ff.

38 Preamble, draft agreement of the Claims Conference, undated [October 1956]. CC-Archiv, Akten I.G. Farben, Vol. 1.

39 Memo regarding a conversation with the legal counsel of I.G. Farben, Prof. Samson, undated [late October 1956]. CC-Archiv, Akten I.G. Farben, Vol. 1.

Once again, the negotiations began to flounder. During a discussion on November 13, 1956, the I.G. made it clear that it definitely was not prepared to conclude an agreement favoring solely the Jewish prisoners, as that would mean "that the I.G. would be making a voluntary charitable donation,"⁴⁰ which of course was not the object of the agreement. The I.G. was offering to place DM 25 million at the disposal of the Claims Conference, while reserving an additional DM 5 million for non-Jewish claimants, whose number was larger than previously assumed. Should this DM 5 million not be required, the remainder would go to the Claims Conference. As Kurt May reported to Saul Kagan, the secretary of the Claims Conference, the representatives of the Jewish organizations had hesitated for a long while to continue the negotiations on this basis, but now it was no longer possible to suggest to the public and their own people that an offer of DM 25 million should simply be passed up.⁴¹

Also on November 13, 1956, the general secretary of the International Auschwitz Committee wrote to I.G. Farben that the IAC had decided to "request the Auschwitz camp groups in every country to make sure that the former prisoners of the Auschwitz concentration camp who were engaged in the subcamps at Monowitz (Buna), Fürstengrube, Heydebreck, Janina, and Günthersgrube to put forward their claims as quickly as possible."⁴² This was intended not only to lend emphasis once more to the claims of those prisoners who were not represented by the Claims Conference, but also to pose the question of which subsidiary camps should be incorporated in the agreement as I.G. camps. On a tenuous empirical basis, the negotiating partners agreed that in addition to the Buna/Monowitz prisoners, the forced laborers from the Heydebreck, Fürstengrube, and finally also Janinagrube subcamps should be compensated. In the meantime, the Claims Conference had refrained from explicit exclusion of the Eastern European Jews with the aid of the "diplomatic clause," but the question of their inclusion in the agreement remained open; the I.G., as a quid pro quo, had refrained from including additional concentration camps.

40 This was the position of the I.G. as presented by Kurt May in a letter to Saul Kagan on November 14, 1958. CC-Archiv, Akten I.G. Farben, Vol. 2.

41 Cf. letter from May to Kagan, November 14, 1958.

42 Hermann Langbein to I.G. Farben, November 13, 1956. NL HL.

Basically, three other points were in dispute in the following weeks:⁴³ the introduction of the BEG clause on the reasons for persecution, the adoption of a guarantee by the Claims Conference that was meant to shield the I.G. from further lawsuits, and the distribution of the 30 million DM between Jewish and non-Jewish forced laborers. In late November, an agreement was on the horizon: I.G. Farben accepted the restrictions of § 1 BEG, as well as the refusal of the Claims Conference to provide a written guarantee for non-Jews. For the Jewish prisoners, the CC finally assented to provision of this written guarantee, which for I.G. Farben was the core of the agreement and was absolutely essential, so that it could be presented to the shareholders. "Because, correctly viewed," as one of the liquidators put it in a nutshell, "every payment to an eligible claimant has two sides: it is made for the benefit of a Nazi victim and thereby it relieves [...] the I.G. of any obligation."⁴⁴ The I.G. held out the prospect of paying DM 27 million to a trustee corporation of the Claims Conference,⁴⁵ which would verify entitlement to benefits and organize the distribution of the funds. An additional DM 3 million would continue to be managed by the I.G. and was intended to benefit non-Jewish prisoners. If this sum turned out not to be needed, the remainder would be assigned to the CC, but the reverse was to apply as well. On the quiet, by mutual agreement, an additional 3 million DM would be kept in reserve for the costs of possible lawsuits against the I.G.

The period of limitation was the object of intense efforts at negotiation by I.G. Farben, which repeatedly made contact with the Federal German Government regarding this issue and finally—with the support of the Claims Conference—succeeded in establishing that the statutory period of limitation for the creditors of I.G. Farben would end on December 31, 1957.⁴⁶ Those affected by this legal limitation on creditors' rights were almost exclusively former forced laborers for I.G. Farben and other victims of Nazi persecution, such as the subjects of medi-

43 Cf. letter of I.G. Farben i.L., "Analyse der Wünsche der CC," no date or place given; new draft agreement of November 27, 1956 (author not identifiable); letter from Kurt May to Saul Kagan, November 28, 1958. CC-Archiv, Akten I.G. Farben, Vol. 2.

44 Letter of I.G. Farben i.L., "Analyse der Wünsche der CC."

45 For this purpose, the CC later founded the "Compensation Treuhand GmbH" (CT), with headquarters in Frankfurt am Main. The head of the CT was Dr. Ernst Lowenthal, who until then had worked for the Jewish Restitution Successor Organization (JRSO).

46 Cf. letter from Kurt May to Saul Kagan, November 14, 1956, (Report on a meeting with I.G. Farben). CC-Archiv, Akten I.G. Farben, Vol. 2.

cal experiments carried out at the behest of the I.G.⁴⁷ The *Aufrufgesetz*, or Notice to Creditors' Act, for I.G. Farben, which was passed on April 19, 1957, by the Bundestag, was dependent on the assent of the Allies, because it at least indirectly impinged on the decartelization law of the Allied High Commission as regarded the I.G.⁴⁸ The U.S. State Department made its approval contingent on the equal treatment of Jewish and non-Jewish prisoners, and the French and British expressed criticism of the narrowness of the circle of eligible claimants, especially of the exclusion of national persecutees (which also affected French citizens), but agreed in the end.⁴⁹ The call to creditors was the only legal concession of the German government in this matter, though it was a substantial one and, for I.G. Farben, a very significant one. Despite the vigorous urging of German industry, the government was not willing to bear the costs for the use of forced labor by drawing on funds from the federal budget, that is, by considering the matter within the scope of the federal laws on compensation.⁵⁰

The agreement between I.G. Farben and the Claims Conference was signed on February 6, 1957. The applicants had to accede to the agreement personally by December 31, 1957, and thereby to waive all further demands. The "call to creditors" arranged that all claims against I.G. Farben would be barred after that date, but I.G. Farben agreed to recognize claims submitted up until February 28, 1958, and only after that time to plead the statute of limitations. For the claimants, this meant that if they wanted to associate themselves with the agreement, they had to allow the period in which they still could proceed against I.G. Farben to elapse. At the time, however, there was no way for them to know how much money they actually would receive from the I.G., because that depended on how many eligible claimants filed applications; therefore they were forced to get involved in something that was highly uncertain.

After the deadline expired, both parties still had three months in which they had the right to revoke the agreement. Thereafter, the proceedings in *Wollheim v. I.G. Farben* before the Oberlandesgericht Frankfurt am Main would be over and

47 Cf. Joachim R. Rumpf: "Der Fall Wollheim gegen die I.G. Farbenindustrie AG in Liquidation." Unpublished dissertation, Leibniz University, Hannover, 2007, pp. 401ff.

48 Rumpf: "Der Fall Wollheim," p. 395.

49 Rumpf: "Der Fall Wollheim," pp. 396ff.

50 Cf. Goschler: *Schuld*, p. 250f.

the agreement would become effective. By then it should have become clear how many prisoners were laying (valid) claim to compensation and how many people were filing lawsuits against the I.G.—whether because they were not taken into consideration by the agreement or because they were unwilling to settle for the amount in prospect. Should the number of applicants covered by the agreement turn out to be markedly larger than expected, the CC would have to call off the agreement, because the amount paid to individuals would then become gradually less; on the other hand, should there be a great many lawsuits, I.G. Farben would have to call it off, because the agreement then would have failed to meet its objective from the firm's point of view. Thus, within the scope of interpretation that the agreement continued to offer, the Claims Conference had a stake in construing the criteria in a way as restrictive as possible, while the I.G. wanted to enable as many former forced laborers as possible to join in the agreement.

The signing of the agreement met with a strong response in the German press; according to Ferencz, the shares of I.G. Farben i.L. rose by 10 percent on the stock exchange.⁵¹ Individual member organizations of the CC, however, were not satisfied with the agreement. Jerome J. Jacobson of the American Jewish Joint Distribution Committee wrote to Frankfurt am Main that the CC had placed itself in an unfortunate position between the claimants and I.G. Farben, and that the I.G. now would serve as a protective shield against the assaults of the former forced laborers.⁵²

A few days after the signing of the agreement, I.G. legal counsel Samson reported to the Claims Conference that I.G. Farben had "received a 122-word telegram from Warsaw in which an Association for Freedom and Justice was announcing the receipt of 2,800 applications."⁵³ It could hardly involve concentration camp prisoners, Samson said, but nonetheless there was concern over the notification from Warsaw.⁵⁴ Saul Kagan reacted promptly to this news. The threat that Polish claims represented for the agreement had always been noted, he

51 Ferencz: *Less Than Slaves*, p. 48.

52 Jerome J. Jacobson, General Counsel of the American Jewish Joint Distribution Committee, to Ernst Katzenstein, February 15, 1957. CC-Archiv, Akten I.G. Farben, Vol. 2.

53 Report by Kurt May to Saul Kagan, February 12, 1957. CC-Archiv, Akten I.G. Farben, Vol. 2.

54 Cf. May to Kagan, February 12, 1957. Later the I.G. had to acknowledge that there were substantially more Polish concentration camp prisoners who had worked for the I.G. than was originally assumed.

said, hence also the efforts during the negotiations to find formulations "which would in fact exclude the Poles altogether."⁵⁵

Negotiations with the International Auschwitz Committee

The International Auschwitz Committee, which had notified I.G. Farben i.L. as early as July 1956 of claims by Auschwitz prisoners from various countries, was able to follow the negotiations leading to the February 6, 1957, agreement only in the capacity of an outsider. In the meantime, IAC General Secretary Hermann Langbein⁵⁶ had tried to obtain documents in Poland that attested to the number of prisoners at Buna/Monowitz and their "national composition." The "transfer lists" from the period between January 13, 1943, and October 14, 1944, which had been supplied by the Chief Commission for the Investigation of the National Socialist Crimes in Poland, served as further evidence that non-Jews deemed no longer fit for work also were "transferred" to Auschwitz-Birkenau to be gassed.⁵⁷ That was meant to counter one of the main arguments adduced for the exclusive consideration of Jewish I.G. forced laborers. In addition, Langbein looked for evidence that forced labor for I.G. Farben had also been performed in other Auschwitz subcamps, such as Günthergrube and Heydebreck-Blechhammer. After the conclusion of the agreement, a small commission of the Auschwitz Committee made contact with I.G. Farben and the Claims Conference in order to make its own claims plain. In late May 1957, during a general assembly of the IAC in Frankfurt am Main, an "I.G. Farben Commission" held a meeting at which lawyers and prisoner representatives from numerous countries discussed the agreement reached by I.G. Farben and the Claims Conference. At the beginning of the commission's session, Langbein asked those in attendance to visualize the party with which there was to be negotiation: "When I say that there are two parties to the contract, that does not at all mean that we should see these two contracting parties as being in any way equal or similar. The Claims Conference

55 Letter from Saul Kagan to Kurt May, February 15, 1957. CC-Archiv, Akten I.G. Farben, Vol. 2.

56 On Hermann Langbein, see also the biographical entry at http://www.wollheim-memorial.de/en/hermann_langbein_19121995.

57 Cf. Hermann Langbein to the Chief Commission for Investigation of the National Socialist Crimes in Poland, August 21, 1956; Chief Commission to Langbein, September 5, 1956; Langbein to Chief Commission, September 17, 1956. NL HL.

is an entity that represents a number of former Auschwitz prisoners, that is, our comrades. We are anxious to carry this spirit of comradeship into these negotiations.”⁵⁸ Langbein summarized the items of the agreement that were controversial from the IAC’s standpoint: Not all the pertinent Auschwitz subcamps had been taken into account yet; no compensation was provided for direct relatives; the biggest problem, however, was the unequal treatment of the prisoners. While the IAC had been assured at an initial meeting with the Claims Conference and the I.G. (in early March 1957) that the distinction between Jewish and non-Jewish prisoners was a purely formal one, he continued, it had become apparent in the meantime that portions of the non-Jewish prisoners had not been taken into consideration. The exclusion of national persecutees in accordance with the criteria of the BEG would lead to the exclusion of many foreign non-Jewish prisoners, he argued, because it was especially hard for them to prove that they had been political opponents of National Socialism. For those “who can supply acceptable proof of their political persecution are primarily the German or Austrian prisoners,” while the Jewish and “gypsy prisoners” were acknowledged without further ado as members of racially persecuted groups.⁵⁹ “We all are aware,” Langbein went on to say, “that the Jewish comrades were subject to the worst methods at Auschwitz in particular, and we are aware that the German political prisoners were relatively less subject to these methods. So now we have the strange picture where those in the top tier and those in the bottom tier are acknowledged, but those in the middle tier are not acknowledged. In our opinion, that is not acceptable.”⁶⁰ Langbein furnished no particulars regarding the ratios of the prisoner groups. The IAC, Langbein declared, had no interest in a failure of the agreement, but a solution that was not sustainable for the prisoners would be declined. “In the event of difficulties with I.G. Farben, and there are some, we have a very strong weapon. I.G. Farben in Liquidation is very interested in having the Auschwitz-I.G. Farben matter cleared up for good.”⁶¹

58 Minutes of the “Kommission I.G. Farben” at the IAC meeting from May 31 to June 1, 1957, p. 1. NL HL.

59 See Minutes of the “Kommission I.G. Farben,” p. 2.

60 See Minutes of the “Kommission I.G. Farben,” p. 2.

61 Minutes of the “Kommission I.G. Farben,” p. 3.

In his statements, Langbein systematically neglected the conflict of interest between the Claims Conference and the IAC, as well as the situation resulting from the form of the agreement, namely, that advocates for an inclusion of Eastern European or non-Jewish prisoners were more apt to be found in the ranks of the I.G. than at the Claims Conference.

In the discussion, Jewish as well as non-Jewish delegates of the IAC repudiated the separation of the former prisoners into Jews and non-Jews, as provided by the agreement. “[...] they want to keep on putting the Star of David on us,” complained an Austrian delegate named Kleinmann.⁶² “That’s a fact that really depresses us, because splitting is already going on in our associations: the Jews get this, and the others get that. For the Auschwitz Committee, there can be no such discussion.”⁶³ Tadeusz Hołuj from Poland demanded “that we not make use of the principle of race here at all”⁶⁴ and viewed the issue of the different prisoner groups from the standpoint of nationality alone. “I refer to the prisoner strength report of August 21, 1944, from which it is obvious that Polish citizens, whether Jew or non-Jew, made up 50 percent of the prisoners working in Camp 3 [Auschwitz III, Monowitz; K.S.] at that time.”⁶⁵

Also present at this discussion in Frankfurt am Main was Henry Ormond, Norbert Wollheim’s attorney, whose commitment had contributed decisively to the success of the lawsuit against the I.G. Ormond had already been engaged by the IAC in 1956 to represent the Auschwitz survivors associated with the Committee in their claims against I.G. Farben.⁶⁶ At the meeting of the commission, he was in the presumably uncomfortable position of having to explain the agreement to the IAC members and justify its main features. He left no doubt that in his view, a better agreement would not have been attainable and that inclusion of national

62 It is impossible to tell whether the person concerned here is Gustav or Fritz Kleinmann. The father and son, as Jews, were confined together in the Buchenwald, Auschwitz I, and Auschwitz-Monowitz concentration camps; Gustav was liberated from the Bergen-Belsen concentration camp in 1945, Fritz, from Mauthausen. Both later returned to live in Vienna. See also the biographical articles on Gustav Kleinmann at http://www.wollheim-memorial.de/en/gustav_kleinmann_18911976 and Fritz Kleinmann at http://www.wollheim-memorial.de/en/fritz_kleinmann_1923.

63 Minutes of the “Kommission I.G. Farben,” p. 8.

64 Minutes of the “Kommission I.G. Farben,” p. 10.

65 Minutes of the “Kommission I.G. Farben,” p. 10.

66 Cf. Hermann Langbein to I.G. Farben i.L., July 16, 1956. NL HL.

persecutees would require a new lawsuit against I.G. Farben.⁶⁷ Despite all the difficulties the IAC members saw facing them, the commission's meeting ended with the hope of yet being able to enforce their own demands, at least in part, in subsequent negotiations. Langbein and other IAC members gambled on the likelihood that the organization, together with the CC, would succeed in forcing the I.G. to add a few million to the sum of DM 30 million, to provide appropriate compensation for the non-Jewish I.G. forced laborers as well.⁶⁸

However, he overestimated the price the I.G. was willing to pay for a settlement with the non-Jewish forced laborers. The pressure that the IAC was able to mount to find an acceptable solution for all the groups was far from strong enough. I.G. Farben could justifiably assume that the FRG's judicial system ultimately would protect them against claims from Eastern Europe and also against lawsuits filed by non-Jewish prisoners from Western Europe. And for the safeguarding of its interests in the United States, a solution that was mutually agreed upon with the Claims Conference was the primary necessity. In a meeting with IAC delegates on June 3, 1957, the I.G. made it clear that there was no question of increasing the amount of DM 30 million and also made the inclusion of the Jewish forced laborers living in Eastern Europe dependent on the assent of the Claims Conference.⁶⁹ As I.G. Farben had received around 2,300 applications from Poland and 2,000 from Hungary, it was pressing the Claims Conference for a joint meeting with the IAC.⁷⁰ The I.G. liquidators surely expected, after their ungratifying meetings with the demanding IAC delegates, that the representatives of the Claims Conference would function as a kind of buffer in a joint discussion. The Claims Conference, for its part, was briefly uncertain how to approach the IAC and its demands. Uneasiness with the situation was evident in certain staff members in West Germany, most notably in Katzenstein, because their own interests prevented them from supporting the IAC against I.G. Farben, but on the other hand they also did not want to keep it from asserting its claims.⁷¹ From New York, however, Kagan and Ferencz took a clear line in this regard. Ferencz

67 Cf. Minutes of the "Kommission I.G. Farben," p. 9.

68 Cf. Minutes of the "Kommission I.G. Farben," pp. 3ff.

69 Cf. Alfred Schüler to Saul Kagan, June 6, 1957. CC-Archiv, Akten I.G. Farben, Vol. 2.

70 Cf. Ernst Katzenstein to Saul Kagan, July 11, 1957. CC-Archiv, Akten I.G. Farben, Vol. 2.

71 Cf. Katzenstein to Kagan, July 11, 1957.

counseled against any meeting at all with IAC representatives and against any interest in their demands, because there was nothing to negotiate with them. There also was no reason, he said, to provide Langbein with any written confirmations as Katzenstein had asked, with regard to the indemnification of Jewish I.G. forced laborers in Eastern Europe.⁷² As a basis for all further discussions about national persecutees, Kagan stated the principle that under no circumstances could the sum for the Jewish victims of persecution be reduced. But now, for the first time, he confirmed definitively that the CC would represent the forced laborers without any geographic restrictions.⁷³ This belated agreement of the CC to champion the Jews on the other side of the Iron Curtain as well in this matter can easily be attributed to the urging of the IAC,⁷⁴ which subsequently, too, made sure that the former Jewish Auschwitz prisoners in Eastern Europe were made aware in the first place of the agreement and of their claims against I.G. Farben.

The IAC could not achieve substantially more than that in the ensuing negotiations with the CC and I.G. Farben, either. The IAC, whose significance the other two parties in the negotiations continued to find difficult to assess, was considered important enough, however, for joint discussions to be scheduled repeatedly in Frankfurt am Main, though on the other hand not important enough for additional substantial concessions to be made.

At a meeting in Frankfurt on September 6, 1957, at which the IAC was represented by delegates from France, Poland, Hungary, and Austria and the Claims Conference was represented by Benjamin Ferencz, along with May and Lowenthal, the IAC and I.G. Farben exchanged the already familiar arguments, while the CC representatives, according to the minutes of the meeting, said nothing at all (thus remaining at least halfway faithful to Ferencz's order that they not negotiate with the IAC).⁷⁵ Under discussion were the compensation being demanded by the IAC for surviving relatives and, above all, the unequal treatment of various groups of non-Jews. The liquidators of the I.G. made refer-

72 Cf. Benjamin Ferencz to Ernst Katzenstein, July 25, 1957. CC-Archiv, Akten CT, Vol. 1.

73 Cf. Saul Kagan to Ernst Katzenstein, July 2, 1957. CC-Archiv, Akten I.G. Farben, Vol. 2.

74 In contradiction: Ferencz: *Less Than Slaves*, p. 54.

75 Cf. "Gedächtnisprotokoll der Besprechung des Internationalen Auschwitz-Komitees mit der Claims Conference und der I.G.-Farben in Liquidation am 6.9.57 in Frankfurt/M." (author presumably Hermann Langbein). NL HL.

ence chiefly to the I.G. stockholders, who under no circumstances would assent to an increase in the compensation amount, and advised the IAC to approach the German government on behalf of the claims of the national persecutees. The representatives of the various prisoner groups did attempt to lend emphasis to the arguments in favor of compensating national persecutees—the spokesman of the Polish association ZBoWiD⁷⁶ used the threat of public opinion in Poland, particularly of an increase in anti-Semitism if the Jewish prisoners were to be shown preference, and Langbein pointed to the lawsuits that otherwise were sure to follow, in which “the whole Auschwitz matter [would] be reviewed”⁷⁷—but all that enabled them to obtain no more than a vague assurance on the part of the I.G. that a lump sum would be made available for the surviving dependents, from whom only a very few applications had been received thus far.⁷⁸

By November 1957, according to the I.G.’s information, around 5,500 survivors had applied, who already had been acknowledged as Jewish by the Compensation Treuhand GmbH, a corporation founded by the Claims Conference to handle the compensation payments. In addition, there were 2,300 applications from Poland, a roughly equal number from Hungary, and 520 from Czechoslovakia. In each case, it was not clear which prisoner group they were to be assigned to, and for the time being they were classified by the I.G. as ineligible national persecutees. From Yugoslavia, only the notification of future applications had arrived thus far.⁷⁹

Jews in Eastern Europe

The Jewish organizations in Eastern Europe were never represented in the Claims Conference. The Claims Conference did not speak for the victims of Nazi persecution on the other side of the Iron Curtain, and even into the 1980s it made hardly any attempt to champion their receipt of “reparations.” There probably were several reasons for that. The FRG’s reparations laws excluded the Nazis’

76 Związek Bojowników o Wolność i Demokrację (Association of Fighters for Freedom and Democracy).

77 “Gedächtnisprotokoll der Besprechung des Internationalen Auschwitz-Komitees,” p. 2.

78 Cf. “Gedächtnisprotokoll der Besprechung des Internationalen Auschwitz-Komitees,” p. 3.

79 Cf. “Aktentotiz über das Telefongespräch mit Herrn Prof. Dr. Samson am 27. November 1957” (author Hermann Langbein). NL HL.

victims in Eastern Europe by means of various legal provisions and by making reference to various international agreements on compensation payments and restitution payments,⁸⁰ so the Claims Conference could take the position that it—in light of the uncompromising attitude of the FRG on this point—could do nothing for the Eastern European Jews in any event. Of course, it also had never attempted to do anything; instead, it always had accepted their exclusion as given. One can assume that the representatives of the large Jewish organizations also shared the logic of the Cold War, which allowed most of the participants to take it for granted that foreign currency payments to people in Eastern Europe, even if they were pension payments to victims of persecution, should be prevented. For Norbert Wollheim, the plaintiff in the suit against I.G. Farben, who was following the court and settlement proceedings with intense interest, it was first of all beyond debate that only the Jewish Auschwitz prisoners living on this side of the Iron Curtain could be covered by a possible agreement.⁸¹ That seemed so self-evident to him that it never occurred to him to substantiate it.

The Claims Conference and the other large Jewish organizations in the West had hardly any contacts with Jewish associations in Eastern Europe. They distrusted the few existing organizations, regarded them as tools of state control and surveillance, and feared that they would encounter secret service employees as soon as they made contact with these organizations.⁸² As a result of the lack of a connection, of course, the West also formed only a very unclear picture of the number and living conditions of Jews in Eastern Europe and of their attitudes on political and religious issues. The correspondence of the CC staff with respect to the compensation by I.G. Farben gives the impression that the Jews in Hungary or Poland were seen by them alternately as communists loyal to the state and as helpless people suppressed by the socialist state regime.⁸³ Information about them was derived primarily from Jewish immigrants and refugees from Eastern Europe, which led to a number of grave misinterpretations. Thus Kagan ex-

80 Cf. Herbert: "Nicht entschädigungsfähig?"

81 Cf., for example, letters from Norbert Wollheim to his attorney Henry Ormond, October 20, 1952, May 20, 1954. Archiv des Instituts für Zeitgeschichte München, Nachlass Henry Ormond, ED 422/9.

82 Georg Heuberger, the representative of the Claims Conference in Germany, pointed this out in a conversation on June 16, 2008, at the Fritz Bauer Institute in Frankfurt am Main.

83 Cf. CC-Archiv, I.G. Farben Papers, Vols. 1–4, esp. Vol. 2; Akten CT, Vols. 1–4.

plained his efforts to exclude the Poles from compensation by the I.G. by saying that there were scarcely any Jewish concentration camp survivors there anyway. As evidence, he cited the following: "As you may know, many Jews are currently leaving Poland for Israel and best indications are that most of them either spent the war years in hiding or in Soviet Russia when they were overtaken by the Soviet troops that occupied eastern Poland in 1939."⁸⁴ Several years later, however, it turned out that the Polish immigrants in Israel, who had been seen as representative of the Polish Jews, were almost exclusively re-emigrants from the Soviet Union, while there were indeed concentration camp survivors among the "long-established" Jews still living in Poland.⁸⁵

After the Claims Conference, not least because of the urging of the Auschwitz Committee, had agreed in summer 1957 to represent the Jewish I.G. forced laborers from Eastern Europe, too, another issue took center stage: the question of how this prisoner group should be compensated and just who was to be regarded as a Jewish prisoner. This issue already had been the subject of negotiations between the I.G. and the Claims Conference on numerous occasions, but it had not been contractually resolved and therefore it continued to cause conflict for years to come. Within the participating Jewish organizations, too, there were different opinions at first about who the CC could speak for, that is, about who should be seen as a Jew within the scope of the agreement. While Kurt May of the URO, even after the conclusion of the contract, continued to maintain that in this connection, a Jew was defined as anyone who was persecuted as a Jew by the Nazis,⁸⁶ most CC spokesmen insisted that only *Glaubensjuden* ("Jews by faith"), that is, members of the Jewish religious community, could be regarded as Jews. The Claims Conference, they argued, could not speak for persons who wanted nothing to do with Judaism. To take the Nazis' categorization as a starting point would furthermore signify a validation of racial criteria.⁸⁷ Here it was not a question of whether the "so-called Jewish claimants"⁸⁸ would receive

84 Saul Kagan to Kurt May, February 15, 1957. CC-Archiv, Akten I.G. Farben, Vol. 2.

85 Cf. the lengthy correspondence of the employees of the CC and Compensation Treuhand on this subject, April/May 1960. CC-Archiv, Akten CT, Vol. 4.

86 Cf. Ernst Katzenstein to Benjamin Ferencz, July 30, 1957. CC-Archiv, Akten I.G. Farben, Vol. 2.

87 Katzenstein to Ferencz, July 30, 1957; Ferencz: *Less Than Slaves*, p. 58.

88 Benjamin Ferencz to Ernst Katzenstein, September 8, 1958. CC-Archiv, Akten I.G. Farben, Vol. 3.

compensation, as they were already recognized as "racially persecuted" anyway, but a question of who was responsible for their compensation. This issue inevitably led to conflict because, according to the terms of the agreement, the I.G. was supposed to compensate all non-Jews out of "its" pot of DM 3 million, and both parties were trying to keep as small as possible the group to be compensated from its means. The I.G. finally insisted on stating that it must receive repayment from the Claims Conference in the event that the amount of DM 3 million proved insufficient for the group of non-Jews, thus comprehended.⁸⁹

Moreover, it was completely unclear how the applications from Eastern Europe were to be classified with respect to religious affiliation or origin. While the IAC cautiously criticized the questionnaires of Compensation Treuhand and suggested changing the "Religion" heading to "Type of Imprisonment,"⁹⁰ from Poland and Hungary came clear rejections of the request that the persecutees be asked about their religious affiliation. A "distinction based on Hitler's racial principles" was "categorically repudiated"⁹¹ by the representatives of the Polish prisoners. Their arguments ran along lines like those of the representatives of the CC, but differed in meaning: Any distinction between Jews and non-Jews, no matter what criteria it was based on, was rejected by them and described as "racist." That was in keeping with the universalist attitude of many communists and socialists, but even more so with the nationalistic policy of the real socialist states, which generally wanted to limit the importance of the religious communities and in past years, in an "anti-Zionist" campaign, had turned with considerable force against those citizens who were identified as Jews. For varying reasons, many Poles of Jewish origin attached no value to being perceived as Jews: In part, they themselves sought emancipation from religious and ethnic ties; in part, they shed their Jewish-sounding names out of fear of persecution or discrimination and left the communities; some had converted to Christianity earlier, during the persecution by the National Socialists.⁹² After the religious affiliation often could no

89 Cf. letter from Samson, I.G. Farben, to Ernst Lowenthal, Compensation Treuhand, September 4, 1958. CC-Archiv, Akten I.G. Farben, Vol. 3.

90 Cf. "Ergänzung zur Allgemeinen Information über die Verhandlungen mit der I.G.-Farben und Claims Conference," September 14, 1957 (author Hermann Langbein). NL HL.

91 *Informationen*, IAC, February 6, 1958, p. 2.

92 Cf. Franziska Bruder: "Handlungsstrategien jüdischer Überlebender in Polen zwischen 1944 und 1950." In: Katharina Stengel / Werner Konitzer, eds.: *Opfer als Akteure. Interventionen ehemaliger NS-Verfolgter in der Nachkriegszeit*. Jahrbuch des Fritz Bauer Instituts, Vol. 12

longer be ascertained, the name frequently ceased to be a distinguishing characteristic. With regard to Hungary, too, Compensation Treuhand employees told of the difficulty presented by the fact that many Jews had "Magyarized" their names.⁹³

After their announcement that they would also include the Jews in Eastern Europe in the agreement, the staff of Compensation Treuhand and the Claims Conference hesitated to actually inform the Jewish communities there of the agreement and the rights of the persecutees. For one thing, they feared they would harm the Jewish communities by making official contact,⁹⁴ but above all, they had reservations due to the presumably large numbers of applications that would then be coming in, which would be difficult to screen.⁹⁵ Ultimately, the observation that the IAC had already informed the persecutees in the applicable countries anyway was the crucial factor in the decision to go ahead with providing official information to the Jewish communities in Eastern Europe.⁹⁶ A representative of the World Jewish Congress reported on the initial contacts with representatives of the Jewish community in Hungary, for whom the compensation of the I.G.'s forced laborers was also a concern, of course. A new association had been founded in Hungary especially for this purpose, and it had registered 2,000 I.G. forced laborers, the representative said, but the association and the Hungarian government were nonetheless refusing to classify the applications on the basis of religious affiliation. Besides "ideological" considerations, fiscal reasons were primarily responsible for this: When the applications went through the Jewish community, the government was forced, the representative reported, to take as a basis a special exchange rate arranged with the Swiss "Société de Secours" (at the insistence of the CC and the I.G.), and it was about three times the completely unrealistic official exchange rate.⁹⁷

As for the claimants from Hungary, it quickly was clear that almost all of them must be Jews, at least by origin, as there were almost no non-Jewish Hungarians

(Frankfurt am Main/New York: Campus, 2008), pp. 219–241; Ferencz: *Less Than Slaves*, p. 58.

93 Cf. Lowenthal to Saul Kagan, January 14, 1958. CC-Archiv, Akten CT, Vol. 1.

94 Thus Lowenthal in a letter to Saul Kagan, August 15, 1957. CC-Archiv, Akten CT, Vol. 1.

95 Cf. Saul Kagan to Lowenthal, September 3, 1957. CC-Archiv, Akten CT, Vol. 1.

96 Cf. Kagan to Lowenthal, September 3, 1957.

97 Cf. letter of Dr. S. Roth, World Jewish Congress, London, November 20, 1957. CC-Archiv, Akten I.G. Farben, Vol. 2.

in Auschwitz. The concern of the Claims Conference now was to prevent the Hungarian Jews or their representatives, who also were associated with the IAC, from joining in a potential lawsuit of the Poles before April 1958, whereby the agreement, from which both parties could still withdraw by the end of March, would have been seriously in danger. While the Auschwitz Committee attempted to arrive at a uniform approach for all the associations affiliated with it, the Claims Conference negotiated successfully with Hungary. To settle the foreign-exchange problems, it received legal representatives of the Hungarian prisoners and a delegation from the Hungarian Finance Ministry in February 1958.⁹⁸ In early March, the Hungarian and Czechoslovak Buna prisoners collectively entered into the agreement, which caused considerable conflict at the IAC, which a few days earlier had decided unanimously that neither the IAC nor one of its member organizations would join in the agreement; instead, it wanted the eligible persecutees to enter into it individually.⁹⁹ The IAC's position was further weakened by the decision of the Hungarians and Czechoslovaks.

While state organs obviously were applying pressure to the persecutees in Poland and also in Hungary to file claims with I.G. Farben i.L. or—in the case of Poland—to join a class action suit (see below), though without assenting to a classification based on religious affiliation, the former I.G. forced laborers in the GDR appear to have been prevented from applying to the I.G. for payments.¹⁰⁰ The camp group of former Auschwitz prisoners in East Berlin put together a statement in late January 1958, indignantly repudiating I.G. Farben's wish to pay off the Auschwitz prisoners with a "mere gratuity."¹⁰¹

98 Cf. letter from Ernst Katzenstein to Saul Kagan, February 12, 1958. CC-Archiv, Akten I.G. Farben, Vol. 3.

99 Cf. "Einige Feststellungen über Schwierigkeiten innerhalb unseres Komitees im Verlauf der Verhandlungen mit der I.G.-Farben in Frankfurt," April 27, 1958 (author Hermann Langbein). NL HL.

100 That at least emerges from a letter from Franz Unikower, a former Auschwitz prisoner who had left the GDR in the early 1950s and was helping Compensation Treuhand in Frankfurt am Main to screen the applications; cf. letter from Franz Unikower to Hermann Langbein, October 27, 1958, p. 2. NL HL.

101 Cf. statement of January 30, 1958, signed by Bruno Baum. NL HL, Correspondence of Hermann Langbein with Bruno Baum.

The “Persecuted Nationals” from Poland

After the avenue of negotiation proved bore no fruit for the national persecutees, the IAC and the Polish prisoners’ representatives had announced in December 1957 that a suit would be filed against the I.G.; a class action by all 2,300 Polish prisoners who were applicants was threatened, and non-Jewish Auschwitz prisoners from the Netherlands and France also wanted to file suit. This threat to sue had put the two negotiating parties on the alert. The I.G. Farben liquidators would not have received approval for the signing of the agreement from its stockholders at the upcoming general meeting if so many lawsuits against the I.G. at the same time continued to be proposed.

After a further discussion with representatives of the Claims Conference and of I.G. Farben in Frankfurt in late February 1958, the IAC, in a surprise turnaround, made an official announcement that no lawsuits would be filed for the time being. The concessions and pledges made to the IAC at this meeting by the partners in the settlement—creation of a hardship fund for compensating the surviving dependants, verification of eligibility for benefits only by panels of former prisoners, consideration of victims of political persecution regardless of their residence—were not so substantial and extensive that they could declare an about-face on the part of the IAC.¹⁰² Nothing had changed with regard to the chief focus of the Committee’s criticism: the failure to take the national persecutees into consideration. Obviously the IAC had no interest in allowing the agreement to fall through. The dropping of the lawsuits at this time—the last means of exerting pressure possessed by those who were excluded—can be seen as an act of solidarity with those Auschwitz prisoners who would benefit from the compensation. It was also an admission that nothing more could be achieved under the present circumstances. In addition, there obviously was the hope (not completely unjustified, in the final analysis) that in many individual cases it still was possible to obtain recognition as political persecutees by the I.G. for prisoners who were excluded by the restrictive stipulations of the BEG as national persecutees. The I.G. made seemingly vague pledges not to adhere too rigorously to

102 Cf. “Gedächtnisprotokoll über die Besprechung in der Auschwitz-Angelegenheit am 24. Februar 1958” (author, Hermann Langbein). NL HL; “Neuerliche Verhandlungen mit der I.G. Farben.” In: *Informationen*, IAC, March 4, 1958, p. 1.

the BEG on this issue, though publicly it denied such promises, of course.¹⁰³ Further, the IAC probably hoped it could take legal advantage of a formal error on the part of I.G. Farben. In an early letter to some of the foreign prisoners, the firm's representatives had given July 31, 1958, as the limitation date for claims by foreign creditors, but after signing the agreement they no longer acknowledged that date. When they wanted to correct the error, they failed to send the corresponding letters to all those affected.¹⁰⁴

The agreed-upon deadline for withdrawal elapsed without either of the two parties exercising its right. The Claims Conference and Compensation Treuhand, after intensive inquiries and long consultations, proceeded on the assumption that the number of eligible claimants would remain manageable enough for the I.G.'s Jewish former forced laborers to receive the sum of around DM 5,000, which they by now were firmly expecting. I.G. Farben was convinced that it was adequately protected against further lawsuits. Thus, on April 1, 1958, the "Wollheim Agreement" came into force: the first agreement between a German industrial concern and a large Jewish organization with regard to compensation for forced labor performed by concentration camp prisoners. The Wollheim action against I.G. Farben i.L. before the Oberlandesgericht Frankfurt am Main, therefore, did not go forward; by reaching the agreement, the I.G. had prevented a legally binding decree. One immediately visible result of the agreement was an increase in the market price of I.G. Farben shares. The firm was now in a position to realize its valuable stocks from the former I.G. subsidiary Hüls, which had played a significant role in Buna production, as Farben no longer had to reserve large sums for potential lawsuits.¹⁰⁵

On July 29, 1958, two days before the expiration of the "second" limitation period, which the I.G. now no longer wanted to recognize, many former prisoners instituted proceedings against the I.G. These plaintiffs either were national per-

103 Cf. "Der Wollheim-Vergleich scheint gesichert. Das Auschwitz-Komitee steckt überraschend zurück." In: *Deutsche Zeitung*, Stuttgart, March 1, 1958.

104 Cf. "I.G. Farben verursacht neue Schwierigkeiten." In: *Informationen*, IAC, February 6, 1958, p. 1; Verdict of the 7th Civil Division of the OLG Frankfurt am Main in *Tadeusz Andrzej Petrykowski v. I.G. Farbenindustrie AG in Liquidation*, rendered on January 4, 1961. CC-Archiv, Akten CT, Vol. 4; the complicated issue of the limitation periods for claimants is treated here at length.

105 Cf. Ferencz: *Less Than Slaves*, p. 51; memo from Ernst Katzenstein on January 17, 1957, about a meeting with Prof. Samson the previous day. CC-Archiv, Akten CT, Vol. 1.

secutees or were regarded as such because, for some reason, they did not at first help to promote their identification as Jewish prisoners. Forty-six lawsuits, including a class action by 2,295 Poles, were filed with the Landgericht Frankfurt am Main.¹⁰⁶ The number of plaintiffs soon decreased, when it turned out that quite a number of the Poles had not consented to this lawsuit. The names of 643 plaintiffs had to be withdrawn, and most of them had already asserted their claims individually under the terms of the agreement.¹⁰⁷ The plaintiffs demanded, first of all, DM 10,000 apiece from the I.G., the amount that the Landgericht Frankfurt am Main had awarded Norbert Wollheim in 1953. For the liquidators of I.G. Farben, there was no doubt at any time that it would defend itself against these actions at every level of the appeal process. They had promised their stockholders that with the conclusion of the Wollheim Agreement, no additional obligations from the Auschwitz complex would lie ahead for the firm. The I.G. Farben defense lawyers constructed a multilevel defense: To start with, they said, the claims were time-barred, as the period of limitation had finally expired on February 6, 1958. Besides, under the Potsdam Reparations Agreement, Poland's claims against the Reich had already been satisfied. The lawsuits were also premature, however, because, in accordance with the London Agreement on German External Debts, demands from abroad for reparations could be raised only after conclusion of a peace treaty.¹⁰⁸ The London Agreement was not applicable here, they argued, because I.G. Farben had acted at Auschwitz not on its own behalf but as an organ of the German Reich, so that the firm could be made responsible neither for the fact of the forced labor nor for the concrete living and working conditions of the prisoners. On the contrary, the lawyers said, the management had always tried to make life easier for the prisoners.¹⁰⁹ On this point, the arguments differed little from the attempts at exculpation made by the defendants in the I.G. Farben Trial at Nuremberg, but in contrast to the Nurem-

106 Cf. "Auschwitz-Komitee klagt erneut gegen die IG-Farben. Liquidatoren lehnen jedoch die Forderungen ab." In: *Frankfurter Neue Presse*, August 14, 1958.

107 See letter from Samson and Wirmer, I.G. Farben, to Ernst Katzenstein, CC, March 31, 1960. CC-Archiv, Akten CT, Vol. 4.

108 Cf., regarding the arguments for defense against claims from abroad: Herbert: Nicht entschädigungsfähig?, esp. pp. 276–284; Hans Günter Hockerts / Claudia Moisel / Tobias Winstel, eds.: *Grenzen der Wiedergutmachung. Die Entschädigung für NS-Verfolgte in West- und Osteuropa 1945–2000* (Göttingen: Wallstein, 2006).

109 Cf. verdict of the OLG Frankfurt am Main in *Petrykowski v. I.G. Farben i.L.*, January 4, 1961.

berg proceedings, the German judges now validated this defense strategy, generally speaking. While the Landgericht disallowed the lawsuit in 1959 in the trial court because the demands were time-barred, the Oberlandesgericht (appellate court) appropriated the arguments of I.G. Farben i.L. regarding the London Agreement and the firm's lack of responsibility for the sufferings of the forced laborers.¹¹⁰ At this level of jurisdiction, therefore, the lawsuits were disallowed because they could be submitted only after conclusion of a peace treaty. The Bundesgerichtshof (the highest appellate court in Germany) confirmed this decision in 1963. Ferencz succinctly got to the heart of the matter: In the view of the German courts, the Poles' demands had been "submitted too late, had been submitted too soon, and had already been paid!"¹¹¹ In West German courts, Polish victims of the Nazis, as well as forced laborers from other countries, had no chance of getting their demands accepted. Added to the poor legal position was an enormous economic divide. Only a very few of the persecutees, most of whom were poor, could afford to engage in lengthy legal battles against a large industrial concern; for the few who dared to do so, the endeavor often ended in economic ruin, as in the case of Edmund Bartl, who had initiated proceedings against the Heinkel-Werke.¹¹² Suits filed under *Armenrecht* (the "law for the impoverished") were regularly disallowed by the courts, because the prospects of success in these proceedings were too slight. The representatives of I.G. Farben brought that up in the negotiations with the IAC as a knock-down argument against the possibility of additional lawsuits.¹¹³ In the case of the Poles' class action, however, obviously the Polish victims' association ZBoWiD or the Polish state had acted as a guarantor for the corresponding trial costs; for the I.G., this

110 Cf. verdict of the OLG Frankfurt am Main in *Petrykowski v. I.G. Farben i.L.*, January 4, 1961.

111 Ferencz: *Less Than Slaves*, p. 57.

112 Cf. Constantin Goschler: "Streit um Almosen. Die Entschädigung der KZ-Zwangsarbeiter durch die deutsche Nachkriegsindustrie." In: *Sklavenarbeit im KZ. Dachauer Hefte 2* (1986), pp. 175–194, here p. 181.

113 Cf. "Gedächtnisprotokoll über Besprechung des IAK mit der Claims Conference und der I.G. Farben i.L.," September 6, 1957, p. 1. NL HL. Cf. also circular letter from Ernst Katzenstein to Saul Kagan, Benjamin Ferencz, Kurt May, et al., April 6, 1960. CC-Archiv, Akten I.G. Farben, Vol. 4.

was an indication that in the background “stood political forces that wanted to put pressure on the I.G.”¹¹⁴

The Poles knew even before the Oberlandesgericht passed judgment that their lawsuit had almost no prospect of succeeding. In Frankfurt in November 1960, the Polish investigative judge Jan Sehn, head of the Chief Commission for Investigation of the National Socialists’ Crimes in Poland, tried to get I.G. Farben to assent to a retroactive inclusion of the Polish plaintiffs in the Wollheim Agreement. In so doing, he reduced the demands of the Polish national persecutees by a substantial amount, from the original DM 16 million to 4 million, which he asked the I.G. to make available in addition. Samson, the I.G.’s representative, referred Sehn to the Claims Conference; if it was willing, he said, to make DM 2 million more from its pot available for the Poles, then they could negotiate about the demands, but an increase in the compensation sum on the part of I.G. Farben was definitely not a possibility. The Claims Conference declined, of course.¹¹⁵

Screening of the Applications and Payment of the Indemnifications

In accordance with the stipulations of the agreement, Compensation Treuhand, which was established by the CC to handle the compensation payments, was responsible for verifying the claims of Jewish applicants, while at I.G. Farben the analogous “Department for Clearing and Settlement of Wage and Salary Claims” (ALGA, *Abteilung Abwicklung Lohn- und Gehaltsansprüche*) undertook the screening of the non-Jewish forced laborers. The I.G. had agreed, with reservations, also to compensate those who had indeed been persecuted as Jews but were not recognized by the Claims Conference as “Jews by faith.” In each case, only former I.G. forced laborers were members of the screening panel. They checked to determine whether and for how long the applicants had performed forced labor for the I.G., whether they had been imprisoned in the camps named in the agreement, whether serious accusations involving them had been made by other prisoners, and, of course, whether they belonged to the groups of eligible

114 This was announced by the I.G. Farben representatives at a press conference on August 12, 1958; “Auschwitz-Komitee klagt erneut gegen die IG-Farben.” In: *Frankfurter Neue Presse*, August 14, 1958.

115 Cf. Ernst Katzenstein to Saul Kagan, December 1, 1960. CC-Archiv, Akten I.G. Farben, Vol. 4; Ferencz: *Less Than Slaves*, p. 57.

claimants. The screenings were elaborate and protracted in many cases, as documents had to be located and witnesses examined. The former prisoners who had worked for the I.G. for less than six months received DM 2,500, paid in two installments, usually several years apart; the others received DM 5,000.¹¹⁶

The guidelines used by the two settlement organizations to verify the applications and pay out the indemnification were not identical. The I.G., which in the negotiations had gained acceptance of its demand that the Claims Conference guarantee repayment if the sum of DM 3 million proved insufficient for the non-Jewish applicants, in many cases obviously was more generous in its treatment of the applications than Compensation Treuhand, which was anxious to pay the Jewish forced laborers the sum they were anticipating.

A number of the non-Jewish Auschwitz prisoners ultimately did receive compensation payments through the I.G. as politically persecuted concentration camp prisoners, although they probably would not have been considered national persecutees under the strict provisions of the BEG.¹¹⁷ This alarmed the spokesmen of the Jewish prisoners, particularly because of their reservations, described above, about the inclusion of Poles who were neither political prisoners nor Jewish prisoners.¹¹⁸ The Claims Conference suspected the I.G. of being inappropriately generous in its recognition of the Poles. It focused its attention especially on preventing payments to former Kapos who had participated in the ill-treatment of Jewish prisoners.¹¹⁹

Primarily because of the commitment of the IAC, the I.G. was successfully persuaded to include the prisoners of the *Buna-Aussenkommando* ("Buna external detachment"), who, while still based at Auschwitz I (the main camp), had done the initial construction work for the I.G. plant in Monowitz, though according to the letter of the agreement their entitlement was not absolutely certain. Compensation Treuhand, on the other hand, had not recognized the corresponding Jewish "construction workers" at first. Langbein, the IAC's general secretary, en-

116 Cf. Ferencz: *Less Than Slaves*, p. 54.

117 Cf. list of all non-Jewish claimants; correspondence with Polish attorney Dr. Zacharski. Archiv I.G. Farben in Abwicklung (parts of which are now at the Fritz Bauer Institute, Frankfurt am Main), folder no. 0666. A more detailed evaluation of these papers remains to be done.

118 Cf. letter from Norbert Wollheim to Compensation Treuhand, June 6, 1960. CC-Archiv, Akten CT, Vol. 4.

119 Cf. Ferencz: *Less Than Slaves*, p. 58.

countered insuperable opposition in his stubborn insistence on including the Heydebreck and Blechhammer subcamps. Heydebreck, of course, was explicitly named as an I.G. subcamp in the agreement, but subsequently—on the basis of new information, as it was reported—it was removed again. Though Langbein repeatedly presented documents intended to prove that production had been done for I.G. Farben, both Compensation Treuhand and the I.G. refused to compensate the prisoners of these camps. In their arguments, both made use of documents from the company archives of I.G. Farben and statements by I.G. employees of that time.¹²⁰ However, even before the signing of the agreement, Janinagrube—an I.G. coal pit—had been recognized as a forced labor site, also on the basis of documents, which were provided by the IAC.¹²¹

By June 1960, Compensation Treuhand (CT)—in contrast to the I.G., which had been making payments to Poland for some time—had paid nothing to the Jewish applicants from Poland, of whom there were not a great many, and that led increasingly to complaints. The CT was withholding the payments in an agreement with the Claims Conference, because it assumed that most Polish Jews were currently in the process of leaving the country. More precise information about the situation of the Jews in Poland obviously was difficult to obtain. After inquiries in Israel, the CT finally took the view that the wave of emigration from Poland hardly affected the applicants, as the people arriving in Israel were primarily Jewish re-emigrants from the Soviet Union, while the applicants were “long-established” Poles, of whom there obviously were fewer emigrating at this time.¹²²

I.G. Farben received 2,956 applications, which had to be verified,¹²³ and in spring 1962, only 1,118 of them were concluded, 404 applications were approved, and DM 1,410,500 was paid out.¹²⁴ At this point in time, it was foreseeable that the DM 3 million for the non-Jewish applicants would be inadequate. Referring to the

120 Cf. correspondence between Hermann Langbein and I.G. Farben, March/April 1958; Information of Compensation Treuhand regarding Heydebreck/Blechhammer, May 1962. NL HL.

121 Cf. *Informationen*, IAC, December 4, 1957.

122 Cf. correspondence between the Claims Conference and Compensation Treuhand, April/May 1960. CC-Archiv, Akten CT, Vol. 4.

123 The numerous “obviously unfounded claims,” for example, from women or “foreign workers,” are not included in this count.

124 Cf. circular letter from Ernst Katzenstein to Benjamin Ferencz, Kurt May, Norbert Wollheim, et al., April 4, 1962. CC-Archiv, Akten I.G. Farben, Vol. 4.

agreement, the I.G. now demanded repayment from the Claims Conference in the amount of DM 2 million,¹²⁵ as the number of non-Jewish applicants was larger than originally assumed, and in addition there were the people classified as *Nicht-Glaubensjuden*, “not Jews by faith,” who were not considered at first. Though Ferencz, as he writes, first attempted to refute the validity of this demand by referring to the high percentage of Jewish prisoners in Monowitz—for which he sought documentary evidence even in Poland¹²⁶—the Claims Conference agreed in July 1963 to a refund of DM 750,000, as it “[was] not eager to provoke other German firms by appearing to be uncompromising.”¹²⁷ Compensation Treuhand, from its pot, provided payments to 5,855 applicants, including 1,800 “hardship cases,” mostly dependants of former prisoners. In total, thanks to interest income, it was able to pay out DM 27,841,500 to Jewish prisoners of Buna/Monowitz or their surviving dependents.¹²⁸

The Wollheim Agreement was the first agreement with a German corporation involving compensation for forced labor under the Nazi regime and, at the same time, the last one in which non-Jewish forced laborers were also taken into consideration. The few subsequent agreements that the Claims Conference managed to conclude with Krupp, A.E.G., Siemens, and Rheinmetall referred exclusively to Jewish concentration camp prisoners, and the payments to the individuals were generally smaller than under the Wollheim Agreement.¹²⁹ Most German firms refused to indemnify their former forced laborers in any way, at least until their payments into the forced laborer fund of the German Government in 2000, long after most concentration camp prisoners were already dead. The pleas of the Claims Conference for compensation of the forced laborers in the concentration camps found an audience only when external reasons, usually the reputation of the firm abroad, offered an inducement to agree to the demands. Non-Jewish persecutees, like the former concentration camp prisoners in Eastern Europe or the victims of political persecution who lived in the West, did not have the ability to generate appropriate pressure. The course of the negotiations by I.G. Farben

125 Cf. circular letter from Ernst Katzenstein, April 4, 1962.

126 Cf. Ferencz: *Less Than Slaves*, p. 60.

127 Ferencz: *Less Than Slaves*, p. 61.

128 Cf. Ferencz: *Less Than Slaves*, pp. 61ff., pp. 209ff.

129 Cf. Ferencz: *Less Than Slaves*, pp. 209ff.; Goschler: “Streit um Almosen,” pp. 186ff.

with the non-Jewish Auschwitz prisoners, above all the unambiguous attitude of the German courts and authorities on this issue, probably was a clear signal for the other firms that it was not necessary to give in to their demands. The Claims Conference, for its part, hardly had a reason to initiate of its own accord a call for compensation of non-Jews. Moreover, the liaison role between Western and Eastern Europe that the International Auschwitz Committee played for several years, at least to some extent, and which markedly increased the chances of gaining public notice in the West, was lost in the early 1960s, when the IAC increasingly focused on the Eastern European associations of persecutees, and leaders such as Hermann Langbein and H.G. Adler left the Committee. In the subsequent agreements, the inclusion of the Jewish concentration camp prisoners in Eastern Europe—whose role in terms of numbers, however, was not significant—was retained by the Claims Conference.¹³⁰

(Translated from German by Kathleen Luft)

130 Cf. the table in Ferencz: *Less Than Slaves*, pp. 209ff.; of the 14,878 forced laborers who received compensation by the end of 1973 on the basis of the Claims Conference agreements, 1,910 lived in Eastern Europe.