**DISCUSSION POINTS FOR TOPIC I OF *ABANDONED IN BERLIN***

1. What caused Hilda’s grandmother to mortgage the property for 90,000 RM (interest only) in November 1933 when the apartments provided regular income and most units were occupied. The amount was substantial; the apartments were valued at 150,000 RM at the time. A small mortgage may have existed earlier but all the signs are that the building was owned outright by the family.
2. The loan coincided with her eldest daughter marrying; was this the reason, the need for a dowry? Indications are the future-son-in-law planned to establish a book-selling business. A year later, 5 of the 6 shops on the ground floor of the property were still operating, but the bookstore had closed due the student book-burning campaign that began during May 1933.
3. It can be assumed reasonably that the loan caused the authorities to place Ellen, recently turned 15, under the protection of a Guardianship Court on December 4, 1933. She owned three eighths of the property following the death of her father and her mother legally was not allowed to act as her guardian. Thereafter, all financial matters affecting the property needed Guardianship Court approval.
4. Guardianship documents suggest that by late 1934 the property requires maintenance and many of the apartments need to be remodeled to allow renting to single people in place of families. Funding does not appear to be available and talks begin to sell the property. The son-in-law takes charge although his mother-in-law prefers to keep the property. By year-end 1935 this situation has changed and the property needs to be sold as the life insurance company calls in the loan and the Guardianship Court is unwilling to approve a new mortgage. How the Court’s action serves the interests of its charge at this time is difficult to understand.
5. It seems the son-in-law sources a potential buyer and takes charge of sale negotiations. A price of 214,000 RM is approved by the court and agreement is reached on 208,000 RM because of the condition of the apartments. (This appears a reasonable price given the 150,000 RM valuation 30 months earlier.) Indications are that the sale is voluntary and that the proceeds from the 90,000 RM mortgage are no longer available.
6. Strange things now happen. The buyer takes over the 90,000 RM loan and disburses 78,000 RM to the family. However he deducts past property taxes he will have to pay and goes to court to successfully demand repayment of 27,000 RM because of the condition of the property. Simultaneously a similar amount is assessed as owing because of inheritance taxes. The exact amount the family receives and their financial condition is unclear at the time, but notably they are allowed to remain living in the property until they depart late 1937 for Austria. At this stage, it appears Hilda’s mother loses her inheritance.
7. The one source of funds that remains available is the 40,000 RM payment from the purchaser, deferred for 5 years (until April 1941). Early in 1937 the son-in-law sells the promissory note to a private bank. What happens to the money is unknown. The 1950s Restitution Court concludes that the property was mismanaged, the sale was legitimate at a reasonable price and the purchaser released the necessary funds. It was not a conspiracy to cheat the family out of their business and hence the interests of the defendant were supported.
8. Hilda’s mother, in her deposition to the Holocaust Museum makes only brief mention of the property (that she was “cheated out of ownership”). No further details are provided and she makes no mention of the restitution claim that she and her sister made in West Germany during the early 1950s.
9. Neither family had access to financial resources after the war, and neither family was prepared to travel to Berlin to press their claims. Even so, you may conclude that the loss of property was due to National Socialism and that the family should have been allowed the option of “buying back” their property.