

UNITED STATES OF AMERICA
IMMIGRANT VISA AND ALIEN REGISTRATION

NYC

I- 2312776

OF: (Family name) (First name) (Middle name)
 SCHWEIDLER Alexander ---

PORT OF NYC 030

I certify that the immigrant named herein arrived in the United States at this port on

SYLVANIA
 (Name of vessel or flight No. of aircraft)

and was inspected by me and

JUL 6 1965

CLASS TO

X
 detained for further inquiry by special officer under Symbol _____ Section _____ of the Immigration and Nationality Act

Immigrant Inspector.

AMERICAN Consulate
 AT Liverpool

James F. Hughes III
 American Vice Consul
 of the United States of America.



Service No. _____
 Tariff Item No. _____
 Fee Paid \$20
 Local Cy equiv. _____

STATISTICS

7/17/65

S 346

ACTION OF SPECIAL INQUIRY OFFICER

The immigrant herein was (admitted) (excluded) and {no appeal taken} / {appeal taken} under

Symbol _____

Section _____ of the Immigration and Nationality Act.

Special Inquiry Officer.

ACTION ON APPEAL

ADMITTED

EXCLUDED

DATE

This visa is issued under Section 221 of the Immigration and Nationality Act, and upon the basis of the facts stated in the application.

IMMIGRANT CLASSIFICATION

NONQUOTA (Symbol) QUOTA (Symbol)

X

VISA PETITION NO., IF ANY

IMMIGRANT VISA NO. QUOTA

904 CZECHOSLOVAKIAN

ISSUED ON (Day) (Month) (Year)

MAR 18 1965

THE VALIDITY OF THIS VISA EXPIRES MIDNIGHT AT THE END OF (Day) (Month) (Year)

July 17, 1965

NATIONALITY (If stateless, so state, and give previous nationality)

British

PASSPORT

NO. I.O 688552

8

OR OTHER TRAVEL DOCUMENTS (Describe)

ISSUED TO Mr. Alexander Schweidler

BY Branch Passport Office Liverpool

ON 10 February 1964

EXPIRES 10 February 1969

DEPARTMENT OF STATE
FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

APPLICATION FOR IMMIGRANT VISA AND ALIEN REGISTRATION

INSTRUCTIONS: This form must be filled out in **DUPLICATE** by typewriter, or if by hand in legible block letters. **ALL** questions must be answered, if applicable. Questions which are not applicable should be so marked. If there is insufficient room on the form, answer on separate sheets, in duplicate using the same numbers as appear on the form. Attach the sheets to the forms. **DO NOT SIGN** this form until instructed to do so by the consular officer. The fee for filing this application for an immigrant visa is \$5.00. The fee should be paid in United States dollars or local currency equivalent or by bank draft, when you appear before the consular officer.

WARNING: Any false statement or concealment of a material fact may result in your permanent exclusion from the United States. Even though you should be admitted to the United States, a fraudulent entry could be ground for your prosecution and/or deportation.

I hereby apply for an immigrant visa and alien registration at the United States Consulate
at Liverpool, England and state the following facts:

1. My family name is Schweidler My first name is Alexander My middle name is none

2. My full name in native alphabet (If other than Roman letters are used) is
not applicable

3. Other names I have used or by which I have been known are (If married woman, give maiden name)
none

4. The date of my birth is (Day) (Month) (Year)
18th January 1922

5. My place of birth is (City or town) (Province) (Country)
Bratislava Slovakia Czechoslovakia

6. My age is 43 years

7. My present calling or occupation is Rubber machine operator

8. My present address is
2, Tensing Avenue, Ashton-under-Lyne, Lancashire, England.

9. My sex is Male Female

10. My marital status is
 Single (never married) Married Widowed Divorced Separated
Including my present marriage, I have been married 2 times.

11. My nationality is British

12. My personal description is

(a) Color of hair <u>brown, balding</u>	(c) Height <u>5</u> feet <u>10</u> inches
(b) Color of eyes <u>grey-blue</u>	(d) Complexion <u>fair</u>

13. I have the following visible marks of identification
compound fracture right forearm

14. My purpose in going to the United States is
immigrating WORK AND RESIDE

15. I intend to remain in the United States permanently or (Give length of time)
permanently

16. I intend to enter the United States at the port of
New York

17. I (Do) (Do Not) have a ticket to my final destination I Do

18. (a) I am going to the United States to join the following person (Give name and address and relationship, if any)

18. (b) I am sponsored by the following person and/or organisation (Give address if different from (a))
(b)(6)

19. My final address in the United States is
86-46, 108 Street, Richmond Hill 18, New York.

20. My personal financial resources are

(a) Cash <u>\$100</u>	(c) Real estate (value) <u>\$2,500 mortgage \$1900</u>
(b) Bank deposits <u>\$150</u>	(d) Other <u>\$500</u>

21. I am submitting the following personal documents in support of and as part of my application

- Birth certificate
 Military record
 Promise of employment
 Police certificate(s)
 Evidence of support or own resources
 Medical record(s)
 Other (describe) Passport, Divorce Decree, Marriage Certificate.

22. Name and present residence of my wife/husband is (Give maiden name of wife)

[Redacted]

(b)(6)

23. The names and addresses of my children under 21 years of age are

[Redacted]

24. The names of members of my family who are immigrating with me are

[Redacted]

wife. (b)(6)
daughter.

25. The name and address of my father is (If deceased, so state, giving date)

Mr. Ferenz Schweidler, deceased 9.7.1949 at Bratislava, Czechoslovakia.

26. The maiden name and address of my mother is (If deceased, so state, giving date)

Mrs. Maria Weiland, deceased 24.8.1942 at Bratislava, Czechoslovakia.

(b)(6)

27. The name and address of my next of kin in my home country is no one in the United Kingdom,

[Redacted] sister, [Redacted]

28. Since my sixteenth birthday my places of residence for 6 months or more have been

City or town	Province	Country	Dates (From-To)	Calling or occupation
no fixed address		Germany	Nov.1938 - May 1945	soldier
P.O.W.Camp Dachau, Linz	Bavaria, Upper Austria	Germany, Austria	May 1945 - July 1947, July 1947-Sept.1948	Prisoner of war, construction worker
Leighton Buzzard	Buckinghamshire	England	Nov.1948-Oct.1949	brick worker
Bletchley	Bedfordshire	England	Oct.1949-Nov.1951	brick worker
Tintwistle	Cheshire	England	Nov.1951-Sept.1956	mechanics labourer
Ashton-u-Lyne	Lancashire	England	Sept.1956-present time	rubber worker

29. Since my sixteenth birthday I am or have been a member or affiliate of the following political, professional, vocational or social organizations

Name and address	Dates (From-To)	Type of membership and office held, if any
GENERAL AND MUNICIPALE WORKERS UNION	1959-TO DATE	ORDINARY
GERMAN WAFFEN-SS	1938-1945	Sgt.

30. I speak, read, write the following languages (Include your native language)

Language	Speak	Read	Write
english	yes	yes	yes
german	yes	yes	yes
hungarian	yes	yes	yes

31. I have previously been in the United States during the following periods (Give year and type of visa or status) (If never, so state)

From August the 6th to August the 22nd on a Nonimmigrant Visa (B2)

1964

United States immigration laws require that all prospective immigrants answer the following questions. This requirement does not imply that you are suspected of being within any of the classes described in these questions. Your answers will assist the consular officer to establish your eligibility to receive a visa. If you are unable to answer any of these questions please explain your inability fully on a separate sheet of paper which you should attach to this form. Please bear in mind that whatever the nature of your answers to these questions, you are not necessarily ineligible to receive a visa. For example, if you were arrested and/or convicted for a minor offense, and the consular officer is able to establish that such offense was in fact a misdemeanor, your arrest and/or conviction would not necessarily make you ineligible for a visa.

Give the correct answer to the following questions by circling "Yes" or "No"

(1) (a) Have you ever been arrested for, charged with, indicted for, or convicted of, a crime or other offense?	Yes	<input type="radio"/> No
(b) Have you ever been confined in a civilian prison or jail?	Yes	<input type="radio"/> No
(c) Have you ever been confined in a military prison or jail?	<input checked="" type="radio"/> Yes	No
(d) Have you ever been engaged in illicit buying, selling or handling of narcotic drugs?	Yes	<input type="radio"/> No
(e) Have you ever been the beneficiary of a pardon, amnesty, rehabilitation decree, other act of clemency or similar action? (If so, explain)	Yes	<input type="radio"/> No
(2) (a) Have you ever been placed in an almshouse (poorhouse or charitable institution)?	Yes	<input type="radio"/> No
(b) Are you a pauper, professional beggar or vagrant?	Yes	<input type="radio"/> No
(c) Are you now afflicted with a physical defect, disease or disability which may affect your ability to earn a living?	Yes	<input type="radio"/> No
(d) Will you be able to support yourself financially in the United States?	<input checked="" type="radio"/> Yes	No
(3) (a) Have you ever had one or more attacks of insanity?	Yes	<input type="radio"/> No
(b) Are you now or have you ever been afflicted with psychopathic personality, epilepsy, mental defect, fits, fainting spells, convulsions or a nervous breakdown?	Yes	<input type="radio"/> No
(c) Are you now or have you ever been a narcotic or drug addict or chronic alcoholic?	Yes	<input type="radio"/> No
(d) Have you ever been treated in a hospital, institution or elsewhere for insanity or other mental disorder or for drug or narcotic addiction or alcoholism?	Yes	<input type="radio"/> No
(e) Have you ever had any of the following:		
(A) Tuberculosis in any form?	Yes	<input type="radio"/> No
(B) Leprosy?	Yes	<input type="radio"/> No
(C) Any other dangerous contagious disease?	Yes	<input type="radio"/> No
(4) (a) Are you a polygamist, do you practice polygamy, or do you advocate the practice of polygamy?	Yes	<input type="radio"/> No
(b) Are you or have you ever been a prostitute, procurer, or supported wholly or in part from the proceeds of prostitution?	Yes	<input type="radio"/> No
(c) Are you going to the United States to engage in an immoral sexual act, in prostitution, or other unlawful commercialized vice?	Yes	<input type="radio"/> No
(5) (a) Have you previously applied for a visa to enter the United States either as an immigrant or as a nonimmigrant? (If answer is Yes, state where and when, whether you applied for a nonimmigrant or an immigrant visa and whether the visa was issued)	<input checked="" type="radio"/> Yes	No
Applied for a nonimmigrant Visa at the U.S. Consulate at Liverpool in March 1964. Visa issued on March the 13th 1964.		
(b) Have you been refused admission to the United States during the last twelve months? (If the answer is Yes submit evidence that the Attorney General has consented to your reapplying for admission into the United States)	Yes	<input type="radio"/> No
(c) Have you ever been		
(A) arrested and deported from the United States?	Yes	<input type="radio"/> No
(B) voluntarily removed from the United States at United States Government expense as a person who fell into distress?	Yes	<input type="radio"/> No
(C) removed from the United States as an alien enemy?	Yes	<input type="radio"/> No
(D) removed from the United States at Government expense in lieu of deportation?	Yes	<input type="radio"/> No
(If the answer to any of the above questions is Yes, submit evidence that the Attorney General has consented to your reapplying for admission into the United States.)		
(6) (a) Have you ever attempted to obtain by fraud or willful misrepresentation a visa or other documentation to enter the United States?	Yes	<input type="radio"/> No
(b) Have you ever obtained by fraud or willful misrepresentation a visa or other documentation to enter the United States?	Yes	<input type="radio"/> No
(7) (a) Have you ever registered with a draft board under the selective service laws of the United States? (If answer is Yes, give date, place and classification)	Yes	<input type="radio"/> No
(b) Have you ever applied for relief from training and service in the Armed Forces of the United States? (If answer is Yes, furnish details)	Yes	<input type="radio"/> No
(c) Have you ever departed from or remained outside of the United States to avoid or evade military service in time of war or national emergency?	Yes	<input type="radio"/> No
(8) Can you, if you are over sixteen, read and understand some language or dialect?	<input checked="" type="radio"/> Yes	No
(9) Have you for gain ever assisted another alien to enter the United States or try to enter the United States in violation of the laws of the United States?	Yes	<input type="radio"/> No
(10) Are you a former exchange visitor who has not resided abroad for two years following your departure from the United States?	Yes	<input type="radio"/> No
(11) Are you now or have you ever been		
(a) an anarchist?	Yes	<input type="radio"/> No
(b) an advocate of opposition to all organized government?	Yes	<input type="radio"/> No
(c) an advocate of Communism?	Yes	<input type="radio"/> No
(d) a member of, or affiliated with, the Communist Party or affiliated organization, an organization advocating Communism or a Communist-dominated or controlled organization or an organization advocating the overthrow by force of all organized government or any other similar organization?	Yes	<input type="radio"/> No
(If the answer to any of the above questions is Yes, explain, giving dates and nature of activities or membership.)		

32. (Continued)

(12) Do you intend to enter the United States from Canada, Mexico or an island adjacent to the United States within two years after arrival in such country or island? (If answer is Yes, give the name of transportation company by which you entered or intend to enter such country or island)

Yes

No

33. Were you assisted in completing this application? (If so, give name and address of person or persons assisting you indicating whether relative, friend, attorney, travel agent, or other)

Name

Address

not assisted

DO NOT WRITE BELOW THE FOLLOWING LINE
The consular officer will assist you in answering the following parts 34 and 35

34. I claim to be exempt from ineligibility to receive a visa and exclusion under item in part 32 for the following reason:

35. I claim to be a

NON

..... preference quota immigrant under the **CZECHOSLOVAKIAN** quota.

Nonquota immigrant.

My claim is based on the following facts:

I understand that I am required to surrender my visa to the United States Immigration Officer at the place where I apply to enter the United States, and that the possession of a visa does not entitle me to enter the United States if at that time I am found to be inadmissible under the immigration laws.

I understand that any willfully false or misleading statement or willful concealment of a material fact made by me herein may subject me to permanent exclusion from the United States and, if I am admitted to the United States, may subject me to criminal prosecution and/or deportation.

I, the undersigned applicant for a United States immigrant visa, do solemnly swear (or affirm) that all statements which appear in this application have been made by me, including the encircling of items in part 32, and are true and complete to the best of my knowledge and belief. I do further swear (or affirm) that, if admitted into the United States, I will not engage in activities which would be prejudicial to the public interest, or endanger the welfare, safety, or security of the United States; in activities which would be prohibited by the laws of the United States relating to espionage, sabotage, public disorder, or in other activities subversive to the national security; in any activity a purpose of which is the opposition to, or the control, or overthrow of, the Government of the United States, by force, violence, or other unconstitutional means; or join, affiliate with, or participate in the activities of any organization which is registered or required to be registered under Section 7 of the Subversive Activities Control Act of 1950. I understand all the foregoing statements, having asked for and obtained an explanation on every point which was not clear to me.

Alfred C. Schneider
.....
(Signature of Applicant)

Subscribed and sworn to before me this day of **MAR 18 1959**

SERVICE NO.
TARIFF ITEM NO.
FEE PAID U.S. \$5.00
CAL CY EQU

[Handwritten signature]
.....
(Consular Officer)

ČESKOSLOVENSKÁ SOCIALISTICKÁ REPUBLIKA
MINISTERSTVO VNITRA

C. J. NV-61/1069/4-64.

RODNÝ LIST

v knize narození v rodné matrice matričního obvodu

Bratislava

jest zapsáno:

Den, měsíc a rok narození	18.1.1922 - osmnáctého ledna tisíc devět set dvacet dva
Místo narození	Bratislava
Jméno a příjmení dítěte	Alexander Schweidler
Pohlaví	mužské

Otec	Jméno a příjmení,	František Schweidler
	den, měsíc, rok a místo narození	35 let - místo neuvedeno
Matka	Jméno a příjmení,	Mária roz. Weilandová
	den, měsíc, rok a místo narození	36 let - místo neuvedeno
Poznámky		-----

V Praze dne 27.1.



[Handwritten signature]

vedoucí oddělení

ORIGINAL SEEN AND COMPARED



CZECHOSLOVAK SOCIALIST REPUBLIC
Ministry of Interior

c.j. NV-61/1069/4-64.

BIRTH CERTIFICATE

In the book of births, at the Registration Office of births,
registration district

B R A T I S L A V A

.....is recorded.

Day, month and year of birth	18.1.1922 - eighteenth January one thousand nine hundred and twenty two	
Place of birth	Bratislava	
Name and first names of child	Alexander S c h w e i d l e r	
sex	male	
Father	Name and first names	Frantisek Schweidler
	Day, month and place of birth	35 years - place not known
Mother	Name and first names	Maria born Weiland
	Day, month and place of birth	36 years - place not known
Remarks		- - - - -

Prague the.....27.1.....1964

Signature not readable
.....
Departmental manager.

I the undersigned certify that I have translated this document to the best of my believe and knowledge and that it represents the true facts given in the original language.

Alexander Schweidler
Alexander Schweidler.

SIGNED by the above-named Alexander)
Schweidler, at Ashton-under-Lyne ,)
Lancashire, England, this 14th day)
of November 1964)

Before me

[Signature]
Notary Public

My Commission is of indefinite duration.



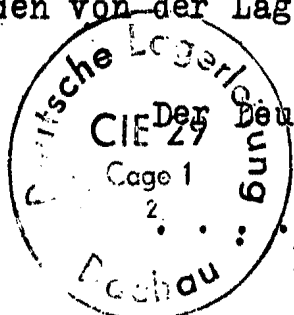
A r b e i t s b e s c h e i n i g u n g

Hierdurch wird bescheinigt, daß der Zivilinternee

Schweidler Alexander,

geboren am 18. 7. 22 ISN 31G 6072 015

vom 8. 3. 47 bis 4. 6. 47 im Lager Dachau
freiwillig im Arbeitseinsatz gestanden hat. Seine Haltung war ein-
wandfrei. Seine Leistungen werden von der Lagerführung anerkannt.



Deutsche Lagerleiter:
Karl Vogt
Dr. Karl Vogt

TRANSLATION

C e r t i f i c a t e o f W o r k

This is to certify that the Civilian Internee

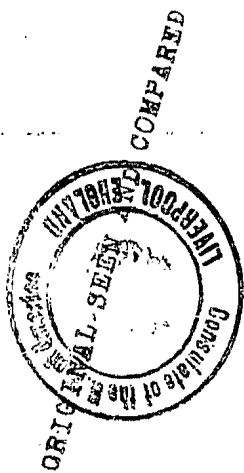
Schweidler Alexander,

born 18. 7. 22 ISN: 31G-6072 015

from 8. 3. 47 to 4. 6. 47 did voluntary

work in Camp Dachau. During this time he has worked and conducted
himself to the satisfaction of the Camp Authorities.

The German Cage Commander:
(signed) Dr. Karl Vogt



HEADQUARTERS 505 M. P. Bn.
APO 541 US Army

CERTIFICATE of DISCHARGE

Entlassungs-Bescheinigung

SCHWEIDLER Alexander

18.1.22

NAME.....

Last name (Zuname)

First name (Vorname)

BIRTHDATE.....

Geburtsdatum

BRESBURG

Schueler

BIRTHPLACE.....

Geburtsort

OCCUPATION.....

Beruf

Dachau

10.7.48

PLACE OF ARREST.....

Ort der Festnahme

DATE OF ARREST.....

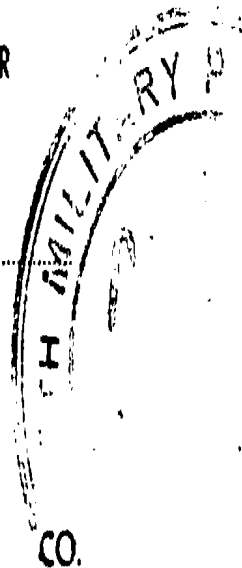
Datum der Festnahme

DATE OF RELEASE FROM CAMP MARCUS W. ORR

Datum der Entlassung aus dem Lager Marcus W. ORR

23.7.47

FOR THE COMMANDING OFFICER:





CERTIFICATE OF DISCHARGE
Entlassungsschein

CERTIFICAT DE CONGE LIBENABLE
PERSONAL PARTICULARS
Personalbeschreibung

Dieses Blatt muß in folgender Weise ausgefüllt werden:
1. In lateinischer Druckschrift und in großen Buchstaben.
2. Mit Tinte oder mit Schreibmaschine

ALL ENTRIES WILL BE MADE IN BLOCK LATIN CAPITALS AND WILL BE MADE IN INK OR TYPESCRIPT.

SURNAME OF HOLDER SCHWEIDLER
Familiennamen des Inhabers
SURNOM DU PORTEUR
CHRISTIAN NAMES ALEXANDER
Vorname des Inhabers
PRENOMS
CIVIL OCCUPATION STUDENT
Beruf oder Beschäftigung
EMPLOI CIVIL
HOME ADDRESS Straße
Heimatanschrift Ort
RESIDENCE Kreis DACHAU
Regierungsbezirk / Land / MUENCHEN/BAYERN

DATE OF BIRTH 18.1.1922
Geburtsdatum (DAY / MONTH / YEAR)
DATE DE NAISSANCE PRESSBURG Tag / Monat / Jahr
PLACE OF BIRTH SLOVAKIA
Geburtsort
LIEU DE NAISSANCE MARRIED
FAMILY STATUS SINGLE † Ledig
Familienstand MARRIED Verheiratet
ETAT DE FAMILLE WIDOWER Verwitwet
DIVORCED Geschieden
NUMBER OF CHILDREN WHO ARE MINORS
Zahl der minderjährigen Kinder NONE
NOMBRE D'ENFANTS MINEURS

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE PARTICULARS GIVEN ABOVE ARE TRUE.

Ich erkläre hiermit, nach bestem Wissen und Gewissen, daß die obigen Angaben wahr sind.

I ALSO CERTIFY THAT I HAVE READ AND UNDERSTOOD THE "INSTRUCTIONS TO PERSONNEL ON DISCHARGE" (CONTROL FORM D.1)

Ich bestätige außerdem, daß ich die „Anweisung für Soldaten und Angehörige Militär-ähnlicher Organisationen“ usw. (Kontrollblatt D.1) gelesen und verstanden habe

SIGNATURE OF HOLDER
Unterschrift des Inhabers

ALEXANDER SCHWEIDLER

II
MEDICAL CERTIFICATE
Ärztlicher Befund

DISTINGUISHING MARKS
Besondere Kennzeichen

SCAR RIGHT FORE ARM

DISABILITY, WITH DESCRIPTION
Dienstunfähigkeit, mit Beschreibung

COMPOUND FRACTURE RIGHT FORE ARM

MEDICAL CATEGORY
Tauglichkeitsgrad

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE PARTICULARS RELATING TO THE HOLDER ARE TRUE AND THAT HE IS NOT VERMINOUS OR SUFFERING FROM ANY INFECTIOUS OR CONTAGIOUS DISEASE.

Ich erkläre hiermit, nach bestem Wissen und Gewissen, daß die obigen Angaben wahr sind, daß der Inhaber ungezieferfrei ist und daß er keinerlei ansteckende oder übertragbare Krankheit hat.

SIGNATURE OF MEDICAL OFFICER
Unterschrift des Sanitätsoffiziers

NAME AND RANK OF MEDICAL OFFICER
IN BLOCK LATIN CAPITALS
Zuname / Vorname / Dienstgrad des Sanitätsoffiziers
(In lateinischer Druckschrift und in großen Buchstaben)

JOHN E MILLER CAPT MC

† DELETE THAT WHICH IS INAPPLICABLE
Nichtzutreffendes durchstreichen

III
PARTICULARS OF DISCHARGE
Entlassungsvermerk

DETAILS DE CONGE DEFINITIF

THE PERSON TO WHOM THE ABOVE PARTICULARS REFER
Die Person, auf die sich obige Angaben beziehen

WAS DISCHARGED ON (Date)
wurde am (Datum der Entlassung)

10.7.44

FROM THE*
vom/von der*

WAFEN

entlassen

LA PERSONNE A QUI LES DETAILS S'APPLIQUENT
A ETE' CONGEDIÉE LE DE*

SCEAU OFFICIEL
OFFICIAL

RIGHT THUMBPRINT
Abdruck des rechten Daumen

CERTIFIED BY
Beglaubigt durch

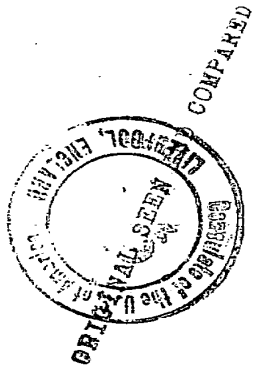
EMBOSSED
SEAL

EMPREINTE DU POUCE DROIT



NAME, RANK AND APPOINTMENT OF DONALD C MULLER MAJ
ALLIED DISCHARGING OFFICER IN HQ 774th TANK BN
BLOCK CAPITALS
NOM, RANG ET EMPLOI
(EN LETTRES MAJUSCULES)
DE L'OFFICIER ALLIE
CONGEDIANT
Amtlicher Einprägestempel

* INSERT "ARMY," "NAVY," "AIR FORCE," "VOLKSSTURM," OR PARAMILITARY ORGANIZATION, e. g., "R. A. D.," "N. S. F. K.," ETC.
Wehrmachtteil oder -Gliederung der die Einheit angehört, z. B. "Heer," "Kriegsmarine," "Luftwaffe," "Volkssturm," "Waffen-SS," oder "R. A. D.," "N. S. F. K." usw.



Landespolizeidirektion Linz

Yü/M-11.40/64

Zur Vorlage: ---

Aufenthaltsnachweis

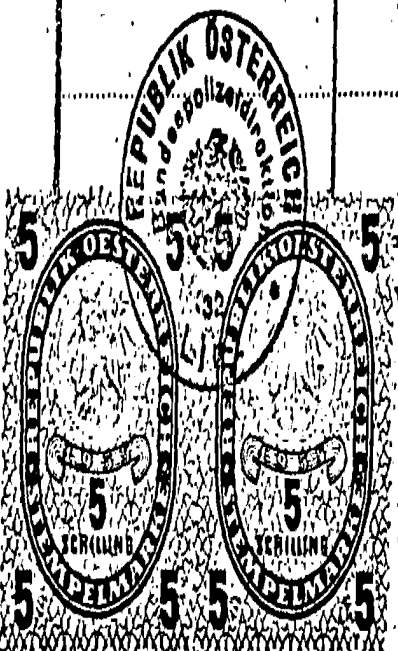
Zu- und Vorname: Alexander S c h w e i d l e r

geboren am 18.1.1922 in Preßburg, CSSR.

Beruf: Hilfsarbeiter Staatsbürgerschaft: Volksdeutscher aus der CSSR.

ist hier wie folgt gemeldet:

Eingezogen am Zugezogen von	Tag der Anmeldung	Straße, Gasse, Gang, Weg, Platz	Haus Nr.	St. Bl.	Bei wem	Tag der Abmeldung	Ausgezogen aus Wohir.
24.7.1947 Glasenbach	25.7. 1947	Kleinmünchen	282		-	25.11. 1948	18.9.1948 England.



wurde 1945 zerstört, die-obigen-Melddaten-wurden der im Jahre 1936 erstellten Wähler-

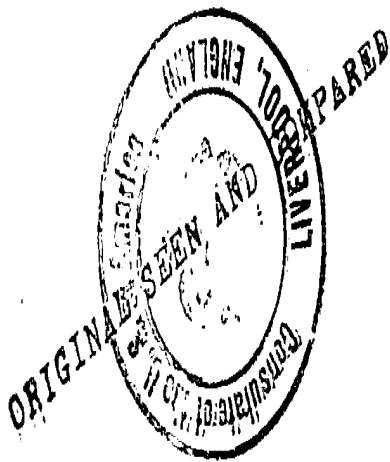
Linz, am 5. Oktober 1964

I.A.

[Handwritten signature]

Verwaltungsabgabe
54-*[Handwritten]*

bß.



Federal Police Headquarters Linz

ID/M - 11.40/ 64

For Submission:.....

CERTIFICATE OF RESIDENCE

Name and Surname:..... Alexander S c h w e i d l e r
Day of birth... 18.1.1922 at Bratislava, Czechoslovakia
Occupation:.... labourer, Nationality: Peoples German from Czechoslovakia

It is recorded as follows:

Table with 8 columns: Arrived on/Removed from, Day of Registration, Road, Street Path, Way, Square, House No., St. Bl., With whom, Registration cancelled, Removed on where to. Row 1: 24.7.1947 Glasenbach, 25.7.1947, Kleinmünchen, 282, -, --, 25.11.1948, 18.9.1948 England.

Linz, the 5. October 1964

I.A. Signature not read

Administration fee S 4.- paid.

I the undersigned certify that I have translated this document to the best of my believe and knowledge and that it represents the true facts given in the original language.

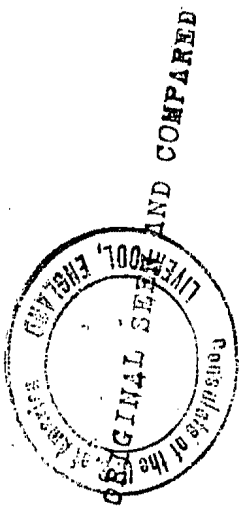
Alexander Schweidler. Alexander Schweidler.

SIGNED by the above-named Alexander) Schweidler at Ashton-under-Lyne,) Lancashire, England, this 14th day) of November, 1964

before me

J.H. Woodenden Notary Public

My commission is of indefinite duration.



Bundespolizeidirektion Linz

SZ. FZ - 4118/64

Linz, den 8.10.1964

Führungszeugnis

Dem(r) Herrn Alexander Schweidler Beruf Hilfsarbeiter

am 18.1.1922 in Preßburg/CSSR. Bezirk -- geboren,

Staatsbürgerschaft: Volksdeutscher a.d.CSSR.

~~wohnhaft in Linz~~ wohnhaft gewesen in LINZ/Donau, Kleinmünchen 282, O.Ö.
dzt. wohnhaft in LANCASHIRE, 2 Tensing Avenue,
Ashton-under-Lyne, England

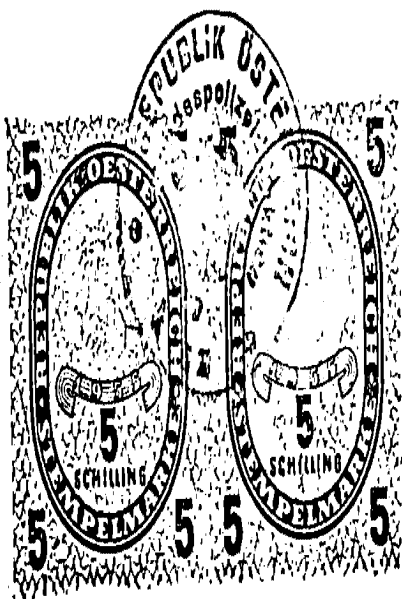
wird zum Zwecke der Vorlage beim Amerikanischen Konsulat (Visum)

bestätigt, daß nach Anfrage beim Strafregisteramt Wien keine mitzuteilende Strafe
vorgemerkt ist.

Verw.-Abgabe

S 4.-

erlegt



I. A.



TRANSLATION

Federal Police Headquarters Linz

SZ. FZ - 4118/64

Linz, the.... 8.10.1964

R E C O R D O F C O N D U C T

For..... Mr. Alexander S c h w e i d l e r Occupation..... labourer

on... 18.1.1922 at. Bratislava, Czechoslovakia District..... born,

Nationality:.... German from Czechoslovakia,
used to live at Linz/Donau, Kleinmünchen 282, O.Ö. (Upper
Austria) at present living in Lancashire, 2, Tensing Avenue,
Ashton-under-Lyne, England.
.....

For the purpose of... submitting to the American Consulate (Visa Section).....
it is confirmed, that after inquiring at the Conviction Record Office at
Vienna, there is no conviction recorded.

Administration fee

s..... 4:-
paid.

I.A. Signature illegible.

I the undersigned certify that I have translated this document to the
best of my believe and knowledge and that it represents the true facts
given in the original language.

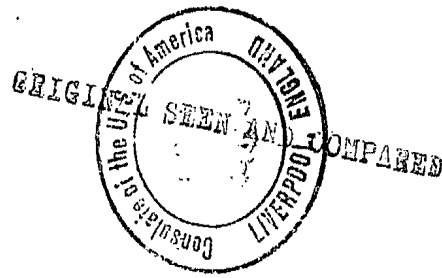
Alexander Schweidler
Alexander Schweidler.

SIGNED by the above-named Alexander)
Schweidler at Ashton-under-Lyne,)
Lancashire, England, this 14th day)
of November, 1964,

before me

J. H. Josefender
Notary Public

My Commission is of indefinite duration.



(b)(6)



October 30, 1964


Immigration & Naturalization Service
20 West Broadway
New York, New York

CONFIDENTIAL

The information hereon is communicated in strict confidence merely as a matter of opinion, and without responsibility or prejudice to this bank or the signer hereof. Any opinion expressed is subject to change without notice.

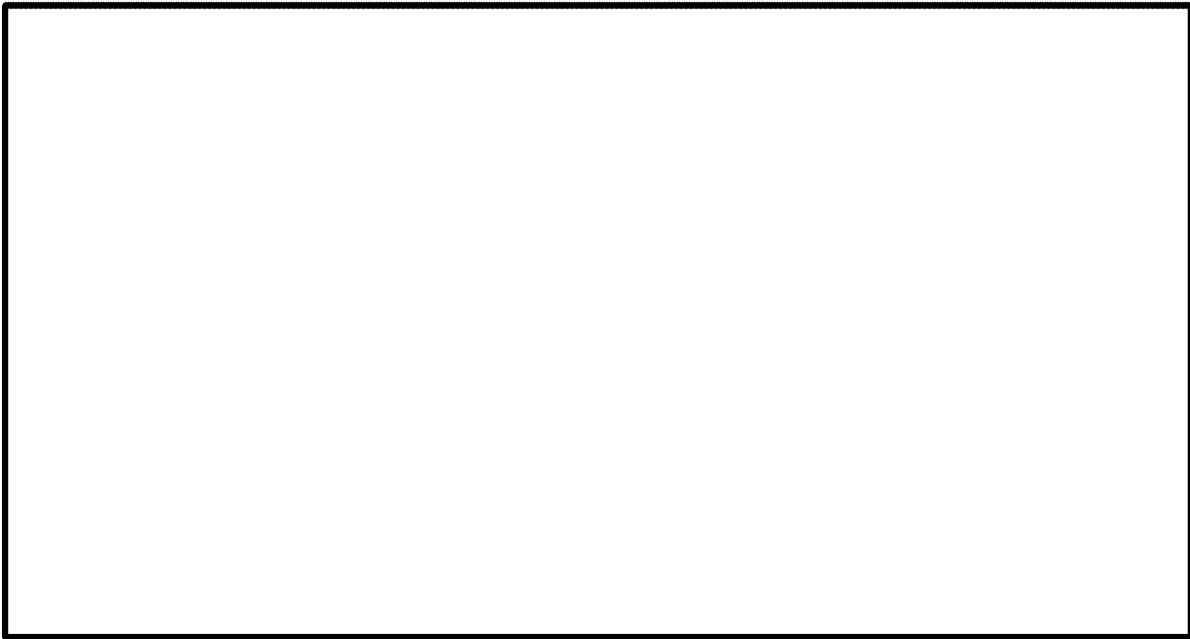
Gentlemen:

Mr. 

New York, has requested that we forward a resume of his banking relationship with us to you. We understand this is needed in connection with his sponsoring the entry of  Mr. Alexander Schweidler, Liverpool, England, into the United States.

(b)(6)

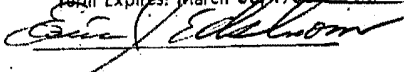
(b)(6)



County of New York
State of New York

Subscribed and Sworn to before me
this 2ND day of NOV. 1964

ERIC J. EDSTROM
Notary Public, State of New York
No. 24-6150900
Qualified in Kings County
Certificate Filed in New York County
Term Expires: March 30, 1966



(b)(6)

The bank made a mistake by calling you a [redacted] but I had such a hard time getting this letter that I did not want to go back to them for the correction. The mistake will be quite obvious to the Consulate in Liverpool.

UNITED STATES DEPARTMENT OF JUSTICE
IMMIGRATION AND NATURALIZATION SERVICE

Form approved
OMB No. 43-R0479

SCHWEIDLER, ALEXANDER

File No. A14342976

Date: 27 JANUARY 1999

DMP

The records of this office show that permission was granted _____
_____ to remain in the United States for a temporary period. This office has no record of departure from the United States.

To assist in completing our records, please fill in the back of this form and:

- Return it in the attached self addressed envelope. No postage is required if mailed anywhere in the United States.
- Mail or take it to the office of the nearest American Consul and ask him to return it to this office.

Sincerely,

CHECK APPLICABLE ITEM AND INSERT REQUIRED INFORMATION

The person inquired about:

Did Did not depart from the United States at ORLANDO, FLORIDA
(Port of Departure)

on 20 JAN 1994 via VIRGIN ATLANTIC 016
(Date) (Name of vessel or other means of transportation)

(Note: If Form I-94 Arrival - Departure Record is available, please attach it to this form before returning.)

Applied for or has been granted extension of temporary stay at the _____ office of the Immigration and Naturalization Service.
(Location)

Applied for adjustment of status at the _____ office of the Immigration and Naturalization Service.
(Location)

Can be contacted at the following address:

BRANDON PAUL HOTEL, 14-16 CASSEMENT ROAD
(Street) (City)
LUTON, ENGLAND
(State or Province) (Country)

Has the following friends or relatives in the United States who may have information concerning his whereabouts:

Name	Address	City	State

I have no information. None of the above items are applicable. (If this block is checked please furnish any information under REMARKS below, which may help to ascertain the subject's whereabouts).

REMARKS:

Immigration & Naturalization Service
United States Embassy
5 Upper Grosvenor Street
London W1A 2JB

Richard G. [Signature] Officer-in-Charge
(Signature)

(Address)

CHECK APPLICABLE ITEM AND INSERT REQUIRED

14 342 97084

~~ETS~~

AM 6920^{BY}₁₀

The person inquired about:

Did Did not depart from the United States at OR
on 20 JAN 1994 via VIRGIN ATLANTIC 016
(Date) (Name of vessel or other means of transportation)

(Note: If Form I-94 Arrival - Departure Record is available, please attach it to this form before returning.)

Applied for or has been granted extension of temporary stay at the _____ office of the Immigration and Naturalization Service.
(Location)

Applied for adjustment of status at the _____ office of the Immigration and Naturalization Service.
(Location)

Can be contacted at the following address:

BRANDON PARK HOTEL 14-16 CRESCENT ROAD
(Street) (City)
LUTON, ENGLAND
(State or Province) (Country)

Has the following friends or relatives in the United States who may have information concerning his whereabouts:

Name	Address	City	State

I have no information. None of the above items are applicable. (If this block is checked please furnish any information under REMARKS below, which may help to ascertain the subject's whereabouts).

REMARKS:

Immigration & Naturalization Service
United States Embassy
5 Upper Grosvenor Street
London W1A 2JB

Richard Otwell, Officer-in-Charge
(Signature)

(Address)

UNITED STATES DEPARTMENT OF JUSTICE
IMMIGRATION AND NATURALIZATION SERVICE

Form approved
OMB No. 43-R0479

SCHWEIDLER, ALEXANDER

File No. A14342976

Date: 27 JANUARY 1994

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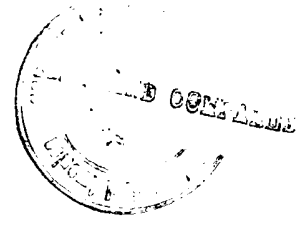
- Return it in the attached self addressed envelope. No postage is required if mailed anywhere in the United States.
- Mail or take it to the office of the nearest American Consul and ask him to return it to this office.

Sincerely,

31.1.48
Diese Ausfertigung ist
rechtskräftig und vollstreckbar
Landesgericht Linz (Dojan)
Abt. 1, am 1.1.1948

10g 25/48

100



In Gemeinschaft mit dem
mit erweitertem Wahlzirkel
für die Richtigkeit der Ausfertigung

[Handwritten signature]

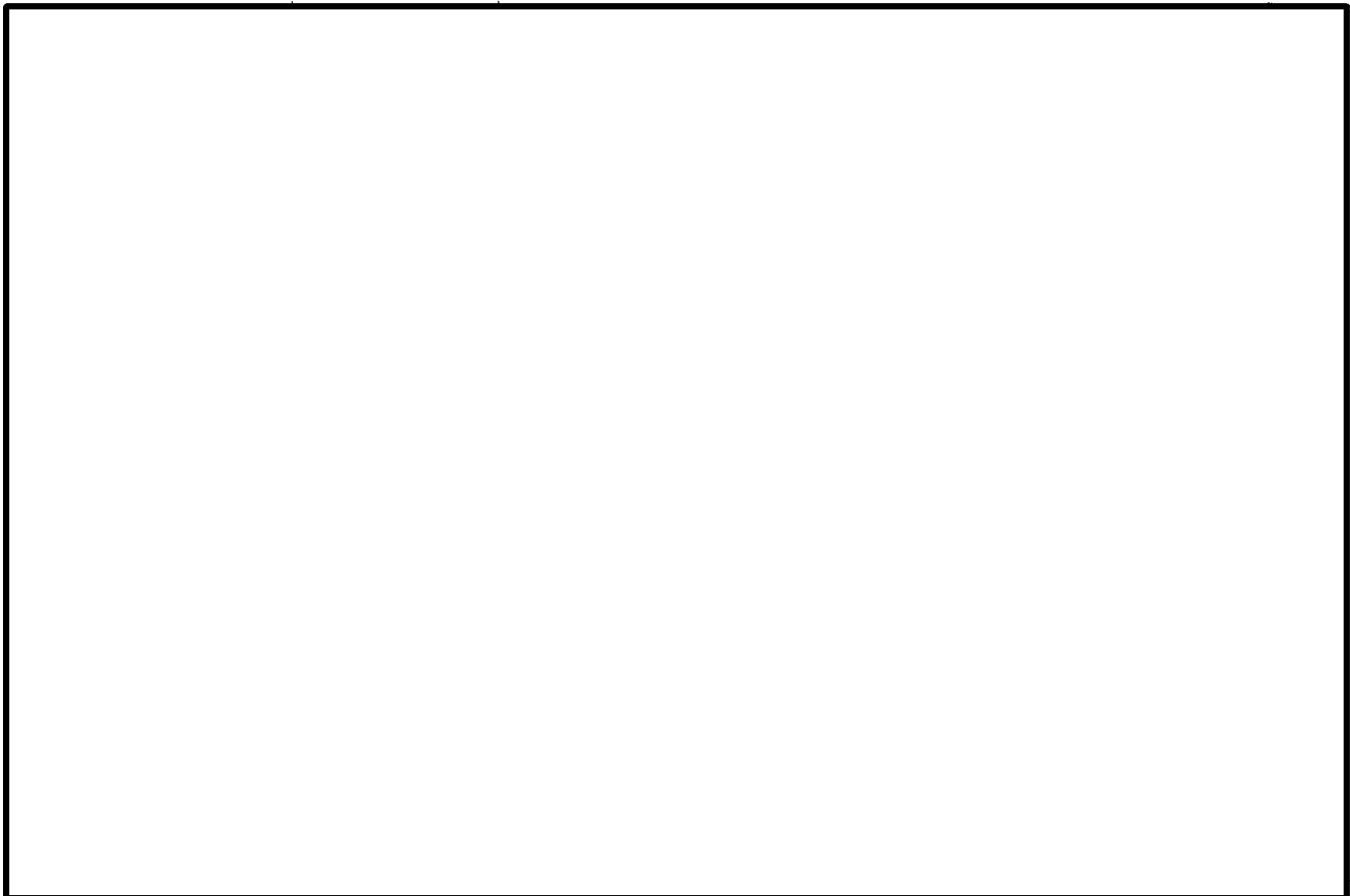
Das Landesgericht Linz, Abt. 1, hat durch den OLG-Rat. Dr. Dr.
Lorenz als Einzelrichter in der Rechtssache der klage Part. (b)(6)
Alexander Schweidler, Lehrling b.d. Dufkma Linz,
Linz, Kleinmünchen Nr. 282, wider die beklagte Partei
Erzieherin, Linz, Kleinmünchen 282, wegen Unschuld zu
Recht erkannt:

Die am 5.3.1944 vor dem Standesamt Grein zwischen den
Streitparteien geschlossene Ehe wird aus dem alleinigen Verschulden
der Beklagten geschieden.

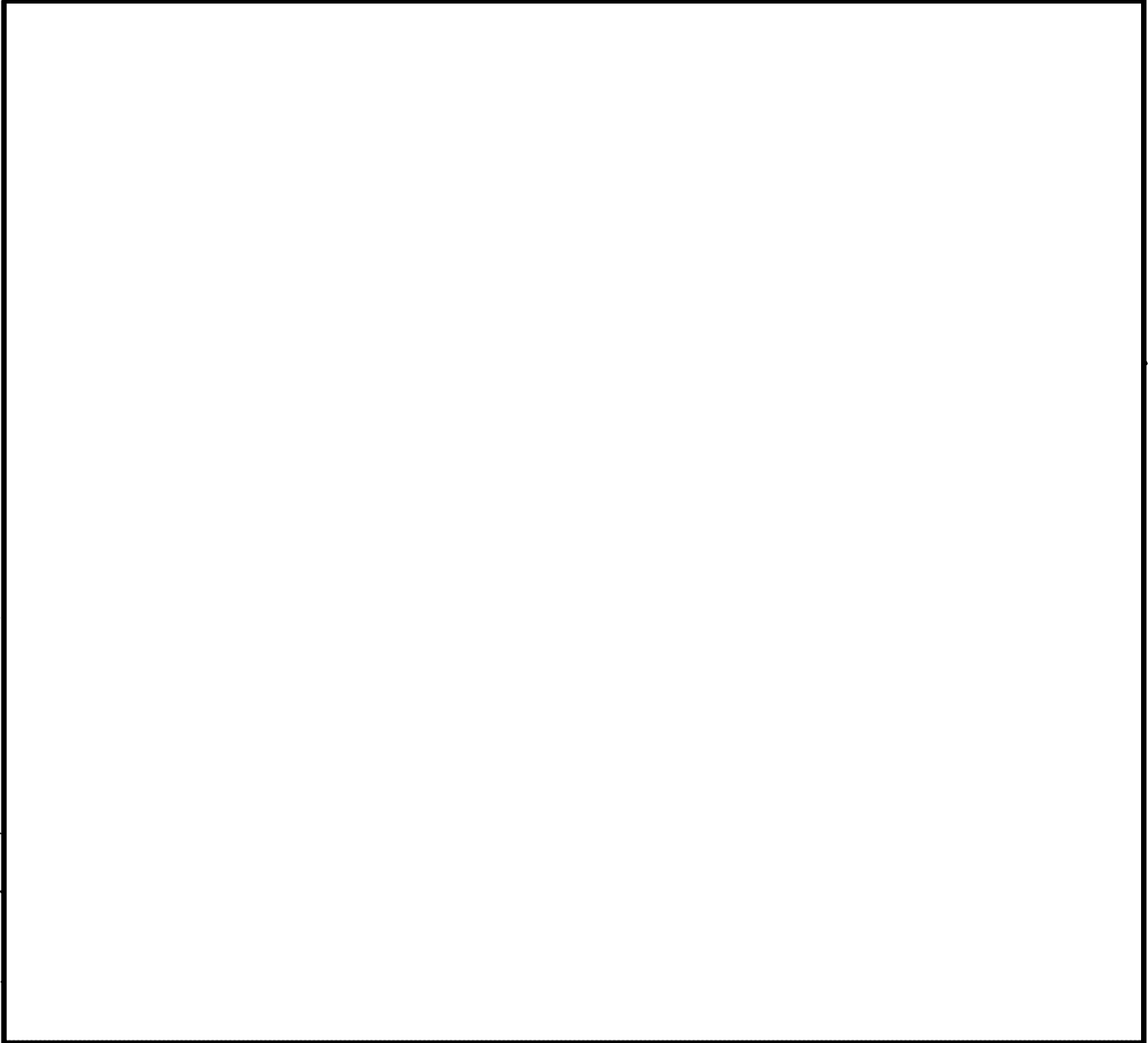
Kostenausspruch entfällt.

(b)(6)

Entscheidungsgründe:



(b)(6)

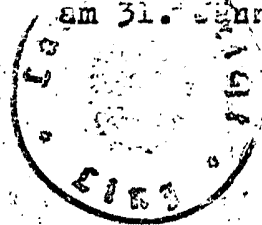


cht

Ein Kostenausappuch entfällt, da Kosten nicht berechnet wurden.

Landesgericht Linz, Abtg.1

am 31. Jänner 1948



Die Richtigkeit der Ausfertigung ist bescheinigt.

[Handwritten signature]

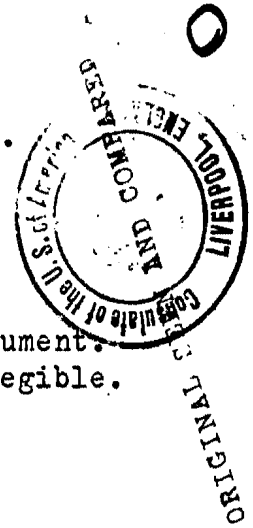


ORIGINAL FILED IN AND ORDERED

TRANSLATION

This document is since ^{31.1.48}
valid and executable.
Country Court Linz, (Donau)
Dept.1, the ^{6.2.48}

1Cg 20/48.



Georg Salzwimmer, official
with extended activity.
For the rightness of this document.
signature illegible.

In the name of the Republic of Austria.

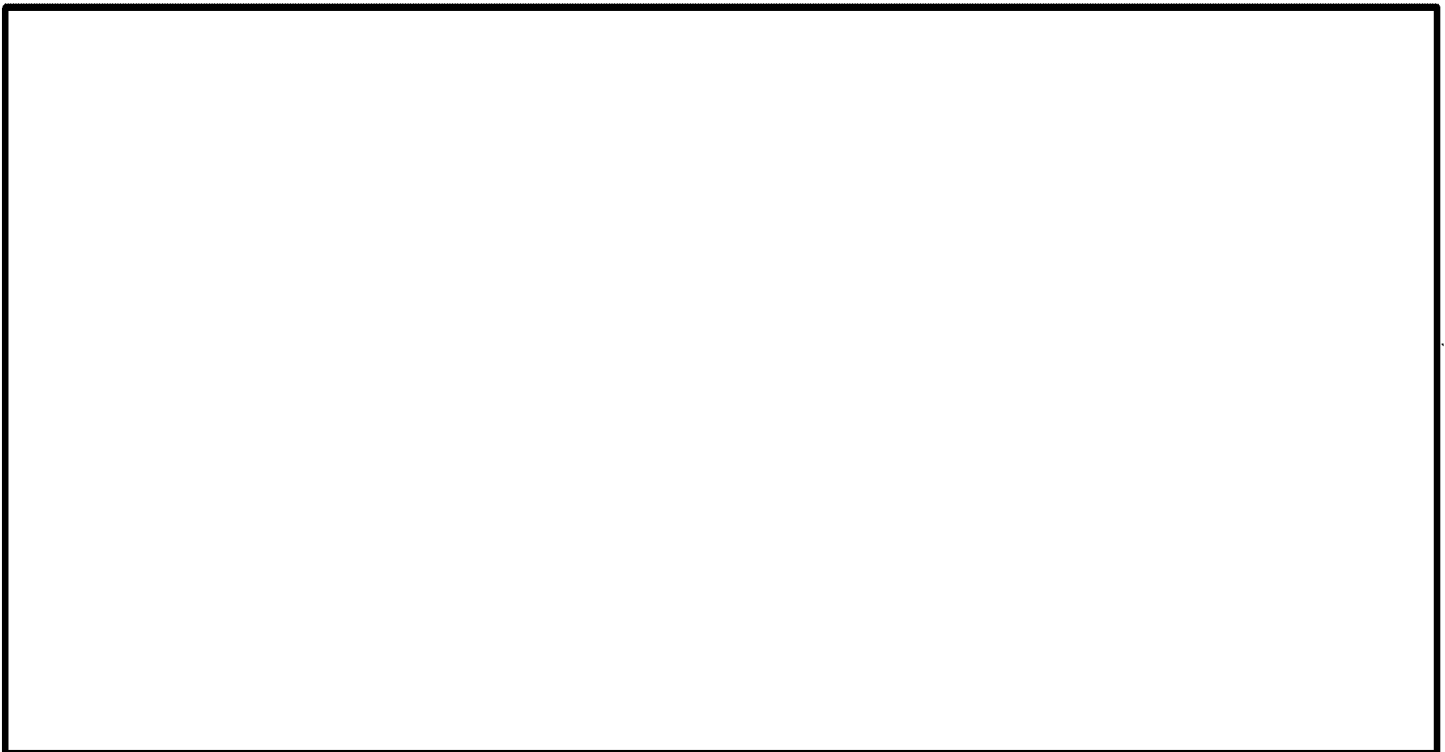
The Country Court Linz, Dept.1 has by the Chief Justice of Law, (b)(6)
Dr. Karl Eglseer as single judge in the lawsuit of the suing party
Alexander S c h w e i d l e r, apprentice at the building firm Trummer,
Linz, Kleinmünchen Nr.282, against the accused party
 governess, Linz, Kleinmünchen Nr.282, for divorce as legal recognized:

The, on the 5.3.1944 at the Registrar's office Grein, between the
contending parties performed marriage is on account of the sole fault of
the accused, divorced.

There are no charges.

(b)(6)

Reasons for the decision:



There are no costs as there were no costs recorded.

(b)(6)

Country Court Linz Dept.1.
on the 31st January 1948.

Dr. Eglseer.

For the rightness of this document
the manager of the department.

signature illegible.

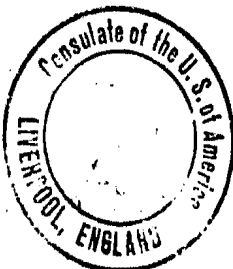
I the undersigned certify that I have translated this document
to the best of my believe and knowledge and that it represents the true
facts given in the original language.

Alexander Schweidler
Alexander Schweidler.

SIGNED by the above-named Alexander)
Schweidler at Ashton-under-Lyne,)
Lancashire, England, this 14th day)
of November, 1964,
before me,

J. Hoefenden
Notary Public

My Commission is of indefinite duration.



AFFIDAVIT OF SUPPORT

I, [redacted]

New York, NY. 11418, being duly sworn, depose and say

That I am [redacted] years of age and was [redacted]

[redacted]

(b)(6)

That it is my intention to have [redacted] Alexander Schweidler, his wife [redacted] and his only child [redacted] now residing at 2, Tensing Ave., Ashton-U-Lyne, Lancashire, England, who are British subjects, come and remain with me and my family in the United States until they become self supporting.

That I am permanently employed by [redacted]

(b)(6)

[redacted]

That my wife and I possess [redacted]

[redacted]

That the top floor of this house will be made available for my brother and his family upon their arrival.

That the mortgage [redacted]

That my dependents consist [redacted]

(b)(6)

[redacted]

That my bank account has been properly conducted and is showing a moderate balance.

That I am willing and able to contribute to the applicant's support so that he and his family are not to become a public charge.

Continued on page 2.....

That this Affidavit is made for the information of the United States Consul in Liverpool, England in connection with the application for visas filed by the aforementioned aliens and for the information of the Immigration Authorities at the port of arrival in the United States and I do solemnly swear that the facts stated herein are true.

To substantiate the informations offered in this affidavit, enclosed please find the following documents: (b)(6)

Certified copies of my latest income tax return.

Statement in duplicate, from my employer [redacted]

Statement in duplicate regarding my bank account.

Photostat copy in duplicate of current tax receipts on property holdings. Photostat copy in duplicate that mortgage on property was fully paid.

New York, November 7, 1964

*State of New York
County of Queens
Sworn to before
me this 7th day
of Nov. 1964*

Frank Joseph Selwyn
Frank Joseph Selwyn

Valerie Selwyn
Valerie Selwyn

John J. Droesch
JOHN J. DROESCH
NOTARY PUBLIC, State of New York
No. 41-1025800 Queens County
Term Expires March 30, 1967

JOHN J. DROESCH
NOTARY PUBLIC, State of New York
No. 41-1025800 Queens County
Term Expires March 30, 1967



(b)(6)

October 23, 1964

The United States Immigration
and Naturalization Service
New York, NY.

Gentlemen,

This is to state that Mr. , born

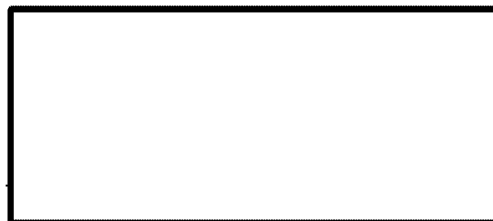
 is permanently

(b)(6)

employed by us since 

 His salary is  per annum.

(b)(6)



(b)(6)



FORM

1040

U.S. Treasury Department
Internal Revenue Service

U.S. INDIVIDUAL INCOME TAX RETURN—1963

or taxable year beginning

1/1

1963, ending

12/31

1963

[Empty area for listing exemptions]

64

Signature of preparer other than taxpayer

GPO: 1963-O-690-681

Address

Date

THIS INDENTURE, made the 20th day of March,
nineteen hundred and forty-three, between [redacted] now

(b)(6)

residing at [redacted]

\$15.40
Doc.
Stamps
Affxd.
N.S.K.

MAR 8



as executor of [redacted] the last will and testament
of Bertha Becker, late of the Borough and
County of Queens, City and State of New York deceased, part y of the first part,
and [redacted] and [redacted] his
as to an undivided $\frac{1}{2}$ interest [redacted] as to an undivided $\frac{1}{2}$ interest
wife, /and [redacted]
residing at [redacted] (b)(6)

, parties of the second part:

WITNESSETH, that the part y of the first part, by virtue of the power and authority to him
given in and by said last will and testament, and in consideration of Thirteen Thousand Seven
Hundred Fifty (\$13,750.00) - - - - - dollars,
lawful money of the United States, paid by the part ies of the second part, do es hereby grant and
release unto the parties of the second part their heirs and assigns forever,

[Large redacted area]

(b)(6)

TOGETHER with all right, title and interest of the party of the first part in and to the land lying in the streets and roads in front of and adjoining said premises.

together with the appurtenances, and also all the estate which the said testatrix had at the time of her death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise.

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, their heirs and assigns forever, subject to the following covenants, restrictions and encumbrances: Any state of facts an accurate survey would show; covenants and restrictions, if any, of record; building restrictions and regulations in resolution or ordinance adopted by the Board of Estimate and Apportionment of the City of New York, July 25th, 1916, and amendments and additions thereto now in force; encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway; and sewer agreements, public utility agreements, railroad consents and easements for the maintenance of gas and electric and telephone wires, if any.

[Redacted]

(b)(6)

RECORDED IN 12 88

AND the part y of the first part covenant as follows:

FIRST.—That the part y of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

SECOND.—That, in compliance with Section 13 of the Lien Law, the part y of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the part y of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the part y of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF:

(b)(6)

[Redacted]

(L.S.)

As Executor of the Last Will and Testament of Bertha Becker, Deceased.

(b)(6)

STATE OF NEW YORK }
COUNTY OF QUEENS } ss.:

On the 20th day of March, one thousand nine hundred and fifty-three, before me came [Redacted]

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Nelson Smith Kirk, 2nd

NELSON SMITH KIRK, 2nd
NOTARY PUBLIC, STATE OF NEW YORK
No. 41-2130400
Qualified in Queens County
Certificate filed with Queens County Register
Term Expires March 30, 1953



On the _____ day of _____, one thousand nine hundred and _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____ in _____; that he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of _____ of said corporation, and that he signed _____ name thereto by like order.

(b)(6)

UT
No. _____
as Execu-
and Testa-
ment of Bertha Becker, Deceased,
A-1st
A 317

TO _____

EXECUTOR'S DEED

TITLE GUARANTEE AND TRUST COMPANY

OFFICES:

- 176 BROADWAY, MANHATTAN
- 175 REMSEN STREET, BROOKLYN
- 160-08 JAMAICA AVENUE, JAMAICA
- 6 EAST 45TH STREET, MANHATTAN
- 370 EAST 149TH STREET, BRONX
- BRIDGE PLAZA NORTH, L. I. CITY
- MINIBOLA, LONG ISLAND
- WHITE PLAINS, N. Y.
- RIVERHEAD, LONG ISLAND
- 56 BAY STREET, ST. GEORGE, S. I.

(b)(6)

RESERVE THIS SPACE
FOR USE OF RECORDING OFFICE

1953 MAR 26 AM 10 56

OFFICE OF CITY REGISTER
Queens County
RECORDED IN DEEDS
Witness my hand
and official seal

Lewis Orgel
CITY REGISTER

LIBER _____
PAGE _____

(b)(6)

EXE

MARCH 9TH 1958

Nathan C. [Signature]

CITY SURVEYOR AND CIVIL ENGINEER

50
51
52
53
54
55

CHARTERED
1883



TITLE GUARANTEE AND TRUST COMPANY

POLICY OF TITLE INSURANCE



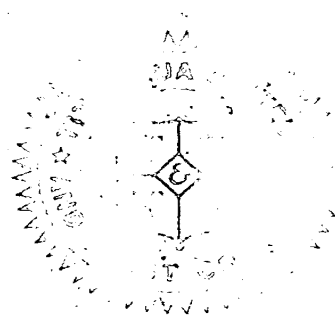
Title Guarantee and Trust Company, in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

In Witness Whereof, Title Guarantee and Trust Company has caused this policy to be signed and sealed on its date of issue set forth herein.


Officer
or Authorized Agent



Executive Vice President



Name of Insured

(b)(6)

Policy No.

Amount of Insurance

Date of Issue

3-26-53

[Redacted]

[Redacted]

The estate or interest insured by this policy is fee simple,

vested in the insured by means of deed made by [Redacted] as Executor of the Last Will and Testament of Bertha Becker, deceased to the insured dated March 20, 1953 and recorded March 26, 1953.

SCHEDULE A

(b)(6)

The premises in which the insured has the estate or interest covered by this policy

[Redacted]

CONDITIONS OF THIS POLICY

Section One. Definitions

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means Title Guarantee and Trust Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

Section Two. Defense and prosecution of suits

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrance not excepted in this policy.

(b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

Section Three. Cases where liability arises

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(continued on next page)

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

Section Four. Notice of claim

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

Section Five. Payment of loss

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments under this policy shall reduce the amount hereof *pro tanto*, except that payments made by this company for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and payments made by this company for statutory costs and allowances imposed on the insured in such actions and proceedings shall not reduce the amount of the insurance.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

Section Six. Co-insurance and apportionment

(a) In the event that a partial loss occurs after an alteration or improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the alteration or improvement exceeds 20 per centum of the amount insured hereunder, such proportion only of any partial loss established shall be borne by this company as 120 per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the alteration or improvement.

This clause shall not apply to counsel fees and disbursements incurred by this company in defending or prosecuting actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings. This clause shall not apply to losses which do not exceed in the aggregate an amount equal to one per centum of the face amount of this policy or ten thousand dollars (\$10,000), whichever of the two amounts is smaller. This company will pay such fees, disbursements, costs and losses without contribution by the insured.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a *pro rata* basis as if this policy were divided *pro rata* as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

Section Seven. Assignment of policy

All liability of this company shall cease if this policy shall be assigned unless the assignment is permitted by the provisions of the filed Rate Manual of this company in effect at the date of such assignment. Where the assignment is permitted by such Rate Manual and is made in compliance with the requirements thereof, neither written consent by this company nor formal endorsement on this policy shall be necessary. In no case provided for in this section shall this company be deemed to have guaranteed the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

Section Eight. Subrogation

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, acceptance by the insured of an additional mortgage to secure an additional loan, or an agreement for modification by the insured of the terms of payment of the insured mortgage or for the consolidation or spreading thereof shall not constitute a breach of the covenant of subrogation in clause "(a)" of this section, provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall not exceed, in any event, the amount due to the insured on the insured mortgage at the time of the acceptance of the additional mortgage or the execution of such agreement.

Section Nine. Misrepresentation

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

Section Ten. No waiver of conditions

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

Section Eleven. Policy entire contract

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

Section Twelve. No oral modification

The provisions of this policy cannot be changed orally, but can be changed only by a writing endorsed hereon by a proper officer of this company.

POLICY OF TITLE INSURANCE

TITLE GUARANTEE AND TRUST COMPANY

Main Office: 176 BROADWAY, NEW YORK 38, N. Y.

WOrth 4-1000

MIDTOWN

6 East 45th Street
WOrth 4-1000

KINGS

186 Renssen Street
WOrth 4-1000



BRONX

349 East 149th Street
MOH Haven 5-2637

WESTCHESTER

70 Grand St., White Plains
WHite Plains 6-7600
FAirbanks 4-5454

RICHMOND

56 Bay St., St. George
Gibraltar 7-4500

QUEENS

90-04 161st St., Jamaica
JAMaica 6-3300

NASSAU

Old Country Rd. & Franklin Ave.
Mineola
Garden City 7-3660—Fieldstone 7-0889

SUFFOLK

Griffing Avenue
Riverhead
Riverhead 2300

UNITED STATES DEPARTMENT OF JUSTICE
IMMIGRATION AND NATURALIZATION SERVICE

File No. approved.
Bureau No. 43-R104.5.

APPLICATION FOR INFORMATION
FROM OR COPIES OF IMMIGRATION
AND NATURALIZATION RECORDS

File No. _____

(b)(6)

(See instructions on reverse)

Take or mail to— 20 West Broadway
New York 7, N.Y.
IMMIGRATION AND NATURALIZATION SERVICE,

FEE STAMP

[Empty box for fee stamp]

[Large empty box for application details]

INFORMATION AND INSTRUCTIONS

1. **AVAILABILITY OF INFORMATION.** The records of the Immigration and Naturalization Service are by law and regulation confidential, and information from or copies of such records may be furnished only in the discretion of the Attorney General or officers designated by him.

2. **APPLICATION--FORM N-585.** (a) Persons desiring information from the records of this Service shall submit this application executed as fully as possible. The specific purpose for which information is desired must be set forth.

OTHER APPLICATIONS. (b) Information will not be furnished to persons for use in executing other immigration or naturalization applications. Such applications should be executed as fully as possible upon the basis of information in the subject's possession. Following the submission of the executed application to this Service, appropriate searches are conducted based upon statements in the application.

3. **CONSENT REQUIRED.** All applications not made by the subject of the record shall bear the signature of the subject of the record consenting to the furnishing of the information. If the subject of the record is deceased, the application shall bear the signature of the executor or administrator of the subject's estate consenting to the furnishing of the information, or be executed by a relative who has a legitimate interest in and a valid need for information contained in Service records relating to the deceased.

4. **FEES.** (a) A minimum fee of 50 cents plus an additional fee of 25 cents for each additional folio of 100 words or fraction thereof, shall be submitted with an application for information from the records or for a copy of a document in the records. A fee of \$3 (which includes the basic fee of 50 cents) is required for making a search of records of arrival. An additional fee of \$1 is required for official certification. Fees shall be submitted in the form of a United States postal money order. If the applicant is outside the United States, an international money order, made payable to the "Immigration and Naturalization Service, Department of Justice," except that if the applicant is residing in the Virgin Islands of the United States his remittance shall be made payable to the "Commissioner of Finance of the Virgin Islands" and if he is residing in Guam the remittance shall be made payable to the "Treasurer, Guam." If you mail this application, attach money order or check. **DO NOT SEND**

(b) The minimum fee of 50 cents is for each service rendered. When the information requested is to be furnished to two or more persons, the furnishing thereof to each person is a separate service and an additional fee or additional fees shall be submitted. When the information requested relates to one or more persons, groups, or things, the furnishing of each is a separate service and an additional fee or additional fees shall be submitted.

(c) The fee for furnishing a Certificate of Birth Data from Immigration and Naturalization Records to a child under twenty-one years of age is the same as that for searching arrival records (\$3).

5. **CERTIFICATIONS OF NATURALIZATION RECORDS.** Section 343(e) of the Immigration and Nationality Act authorizes the Attorney General to make and issue certifications of any part of the naturalization records of any court, or any certificate of naturalization or citizenship for use in complying with any statute, State or Federal, or in any judicial proceeding. If such certification is desired for use in complying with a statute, the relevant statute should be cited or described clearly. If a certification is desired for use in a judicial proceeding, the title and character of the proceeding, the court in which it is pending and the specific use to which the certification will be put should be stated. The name and address of the office to which the certification is to be sent must be furnished since it will not be sent to an individual.

6. **NATURALIZATION RECORDS.** If naturalization occurred prior to September 27, 1906 the subject's place of residence immediately preceding naturalization must be furnished. Records of naturalizations effected before September 27, 1906 rarely contain information regarding members of the naturalized person's family.

7. **ARRIVAL RECORDS.** Immigration records of arrival prior to July 1, 1924 do not show the date of birth of the person concerned but merely the subject's age as stated at the time of arrival.

8. **CERTIFICATE OF BIRTH DATA FROM IMMIGRATION AND NATURALIZATION RECORDS.** A parent or guardian of a foreign-born child under twenty-one years of age may apply for the issuance of a Certificate of Birth Data to the child from information contained in Service files.

FOREIGN SERVICE
UNITED STATES OF AMERICA

MEDICAL EXAMINATION OF VISA APPLICANTS

PLACE

43, Rodney Street

DATE OF EXAMINATION

18th March 1965

At the request of the American Consul at

CITY

Liverpool

COUNTRY

England

I certify that on the above date I examined

NAME

Mr. Alexander Schweidler

AGE

43

SEX

M

I examined specifically for evidence of any of the following conditions:

CLASS A:

TUBERCULOSIS (in any form)

LEPROSY (Hansen's Disease)

DANGEROUS CONTAGIOUS DISEASES:

Actinomycosis

Amebiasis

Blastomycosis

Chancroid

Favus

Filariasis

Gonorrhoea

Granuloma Inguinale

Keratoconjunctivitis infections

Leishmaniasis

Lymphogranuloma Venereum

Mycetoma

Paragonimiasis

Ringworm of scalp

Schistosomiasis

Syphilis, infectious stage

Trachoma

Trypanosomiasis

Yaws

MENTAL CONDITIONS:

Feeble-mindedness
(mental deficiency)
Insanity

Previous occurrence of one or more
attacks of insanity
Psychopathic personality
Epilepsy (Idiopathic)

Mental defect
Narcotic drug addiction
Chronic alcoholism
(See proviso, sec. 34.7, USPHS Regs.)

CLASS B:

Physical Defect, Disease, or Disability Serious in Degree or Permanent in Nature Amounting to a Substantial Departure from Normal Physical Well-Being.

CLASS C:

Minor Conditions.

(Check number (1) below or complete number (2))

My examination, including the X-ray and other reports below, revealed:

- (1) No defect, disease, or disability
- (2) Defect, disease, or disability, or previous occurrence of one or more attacks of insanity, as follows (give class—A, B, or C—diagnosis, and pertinent details*):

C. Pulmonary calcification.

Chest X-ray report A healed calcified focus is present in the right middle zone with calcified hilar glands. There is no other evidence of intra-thoracic disease.


E. J. KEATING

from Dr.

Blood serological report

KAHN TEST NEGATIVE

from Dr.


D. BLACK

Urinalysis report

from Dr.

SIGNATURE OF MEDICAL TECHNICAL ADVISOR



TITLE

D. R. SEATON M.B. M.R.C.P.

DATE OF FINAL NOTIFICATION

UNITED STATES DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
OFFICE OF THE IMMIGRATION JUDGE
MIAMI, FLORIDA

RECEIVED
DEPARTMENT OF JUSTICE

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EXECUTIVE OFFICE FOR
IMMIGRATION REVIEW
OFFICE OF IMMIGRATION JUDGE
MIAMI, FLORIDA

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cc: JBN
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IN THE MATTER OF:)
)
ALEXANDER SCHWEIDLER)
A# 14-342-976)
)
RESPONDENT:)
)
IN DEPORTATION PROCEEDINGS)

mfa 11/30/93

Charges:

Section 241(a)(1)(A) of the Immigration and Nationality Act
"Any alien... who at the time of entry or adjustment of status
was within one or more classes of aliens excludable by law
existing at such time is deportable."

a) It is alleged you procured your visa by fraud or by
willfully misrepresenting a material fact, i.e. your
concentration camp guard service in violation of Section
212(a)(6)(C) of the Immigration and Nationality Act.

b) It is alleged you were ineligible to receive a visa
since your concentration camp guard service made you
ineligible to citizenship pursuant to Section 212(a)(8)(A)
of the Immigration and Nationality Act.

c) It is alleged that you were not in possession of a
valid unexpired immigrant visa at the time you were
admitted to the United States in violation of Section
212(a)(7)(A)(i)(I) of the Immigration and Nationality Act.

Section 241(a)(1)(B) of the Immigration and Nationality Act.
"Any alien who.... is in the United States in violation of this
Act or any other law of the United States is deportable."

Section 241(a)(4)(D) of the Immigration and Nationality Act.
"Any alien described in clause (i) or (ii) of section
212(a)(3)(E) is deportable."

Section 212(a)(3)(E)(i) of the Immigration and Nationality
Act states "any alien who, during the period beginning on
March 23, 1933, and ending on May 8, 1945, under the
direction of, or in association with the Nazi government of
Germany, any government in any area occupied by German
military forces of the Nazi government of Germany, any

INS copy -

government established with the assistance or cooperation of the Nazi government of Germany, or any government which was an ally of the Nazi government of Germany, ordered, incited, assisted, or otherwise participated in the persecution of any person because of race, religion, national origin, or political opinion is excludable."

Section 212(a)(3)(E)(ii) of the Immigration and Nationality Act states "any alien who has engaged in conduct that is defined as genocide for purposes of the International Convention on the Prevention of Punishment of Genocide is excludable."

ON BEHALF OF THE RESPONDENT

Marshall E. Randall, Esq.
515 S. Washington Blvd.
Sarasota, Florida 34236

ON BEHALF OF THE SERVICE

Susan Masling
Senior Trial Attorney
Office of Special Investigations
U.S. Department of Justice
1001 G Street, N.W., Suite 1000
Washington, D.C. 20530

WRITTEN DECISION OF THE IMMIGRATION JUDGE

The Respondent, Alexander Schweidler, is a seventy-one-year-old married male native of Slovakia, Czechoslovakia, currently the Republic of Slovakia. In 1948 he emigrated to Great Britain and became a citizen of the United Kingdom. On or about March 18, 1965, at the American Consulate in Liverpool, England, he obtained an immigrant visa to enter the United States. During the visa application process, the Respondent allegedly misrepresented and concealed his prior involvement as a Waffen-SS guard for the Nazi government at the Mauthausen concentration camp near Linz, Austria.

The United States Department of Justice, Office of Special Investigations [hereinafter the OSI], alleges that the Respondent illegally procured his residence because he failed to disclose at the time of his application for an immigrant visa that he had been a SS

guard for the Nazi government at the Mauthausen concentration camp. As a former Nazi armed concentration camp guard, he was ineligible to receive a visa since he had acquiesced in Nazi persecution. As a result, the OSI issued an Order to Show Cause on July 23, 1993, charging the Respondent with deportability under Sections 241(a)(1)(A), 241(a)(1)(B), and 241(a)(4)(D) of the Immigration and Nationality Act [hereinafter the Act] due to his participation or acquiescence in activities on behalf of the former Nazi government.

On October 26, 1993, the parties entered into a settlement agreement /1/ whereby the Respondent, through counsel, admitted allegations one through nine and fourteen in the OSC. In addition, he does not dispute allegations eleven through thirteen. /2/ The Respondent further conceded all of the charges of deportability. The settlement agreement provides that the Respondent agrees to accept a final order of deportation. Today, before the Court the Respondent has reaffirmed his agreement to the stipulation. He waives the right to any administrative or judicial appeal. The Respondent acknowledges that he has no relief available to him and designated the United Kingdom as his country of deportation.

/1/ The settlement agreement, although not technically an order, has been titled by both the parties as a "settlement order."

/2/ The Respondent neither admits nor denies allegation number ten in the OSC which alleges that while serving as a concentration camp guard at Mauthausen he shot and killed two prisoners. Since the Respondent has failed to plead to this specific allegation the Court will take his silence as a denial. The Court notes that evidence of this allegation is not necessary to render the Respondent deportable since he has already admitted the remaining allegations which sustain the charges in the OSC.

The OSI and Walter D. Cadman, the District Director of the Miami, Florida, district office have agreed to allow the Respondent to self deport pursuant to 8 C.F.R. Section 243.5 (1993) -/3/

Based on the Respondent's admissions and concession of deportability, this Court finds that deportability has been established by clear, unequivocal, and convincing evidence. Woodby v. INS, 385 U.S. 276 (1966); 8 C.F.R. Section 242.14(a) (1993). In addition, this Court finds that based on the Respondent's admissions of the allegations in reference to his former service as a SS guard for the Nazi government, the Respondent is ineligible for any forms of relief from deportation. Palciauskas v. INS, 939 F.2d 963, 967 (11th Cir. 1991); Schellong v. INS, 805 F.2d 655, 662 (7th Cir. 1986), cert denied, 481 U.S. 1004 (1987); Matter of Linnae, 19 I&N Dec. 302 (BIA 1985), aff'd, 790 F.2d 1024 (2d Cir. 1986), cert denied, 479 U.S. 995 (1986), reh'g denied, 479 U.S. 1070 (1987); Matter of Kulle, 19 I&N Dec. 318, 336 (BIA 1985); Matter of Fedorenko, 19 I&N Dec. 57 (BIA 1984).

Although one may consider this result harsh for someone who has spent a substantial number of years in this country, the immigration laws extend similar consequences to those who have engaged in terrorist activities. Regardless of whether one is a former Nazi camp guard, a guerrilla of the Sendero Luminoso in the mountains of Peru pillaging and looting the rural farmers, an attache or macoute in Haiti backed

/3/ The OSI and the INS concession providing for the Respondent's self deportation is not part of the stipulated order. However, it is incorporated by reference in the accompanying cover letter signed by the parties, and a separate "self deportation" document is attached and signed by Mr. Walter D. Cadman, District Director.

SCHEDULE B

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as aforesaid.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Zoning restrictions or ordinances imposed by any governmental body.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to by or with the privity of the insured.
5. Title to any property beyond the lines of the premises or to the land in any streets, roads, avenues, lanes or ways on which the premises abut,

- or the right to maintain therein vaults, tunnels, ramps or any other structure, or improvement or any rights or easements therein unless this policy specifically provides that such lands, rights or easements are insured; except that if the premises abut upon a physically open street or highway, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Compliance by the buildings or other erections upon the premises or their use with Federal, State and Municipal laws, regulations and ordinances.
7. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

8.

9.

10.

(b)(6)

CONDITIONS OF THIS POLICY

nV

Section One. Definitions

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means Title Guarantee and Trust Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

Section Two. Defense and prosecution of suits

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrance not excepted in this policy.

(b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

Section Three. Cases where liability arises

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(continued on next page)

by the Kleptocracy using automatic weapons to extort power and control, as rearmed Sandinista soldier in the jungle along the Nicaraguan Atlantic coast systematically terminating the Miskito Indians, or a member of the Provisional Irish Republican Army planting car bombs in civilian cars and crowded shopping centers in London, all are terrorists and persecutors of their fellow man. No persecutor, regardless of the passage of time of his vile acts, should be allowed to remain in the United States once he is discovered. The immigration laws should be applied even handedly. Even if one enters the United States, establishes property, business and family ties and abides by our laws, only later to be exposed for his involvement in past atrocities, there should be no protective umbrella of law to erase the harm and suffering he has caused.

Regardless of whether the Respondent personally, in this case, committed any acts of brutality condemned by civilized society "the fact of his armed, uniformed service is sufficient to establish that he assisted in persecution," thus rendering him deportable as charged. United States v. Baumann, 764 F. Supp. 1335, 1337 (E.D. Wis. 1991), aff'd, 958 F.2d 374 (7th Cir. 1992), cert denied, 61 U.S.L.W. 3257 (1992) (citing United States v. Schmidt, 923 F.2d 1253 (7th Cir. 1991)).

In light of the foregoing and after considering all of the evidence of record the following orders will be entered:

ORDER

WHEREFORE IT IS ORDERED that the Respondent be allowed to self deport pursuant to 8 C.F.R. Section 243.5 (1993) on or before February 1, 1994.

WHEREFORE IT IS FURTHER ORDERED that if the Respondent fails to self deport on or before February 1, 1994, the privilege of self deportation shall be withdrawn without further notice and the following order shall have full force and effect: The Respondent shall be deported from the United States to the United Kingdom on the charges contained in the Order to Show Cause.

ALL PARTIES TO THIS PROCEEDING ACCEPT THIS ORDER AS A FINAL DECISION AND WAIVE ANY RIGHT TO ANY APPEAL. /4/

Dated this 13th day of December 1993.



Daniel Dowell
United States Immigration Judge

Hand served on the parties:

Mr. Marshall Randall, Attorney for Respondent

Ms. Susan Masling, Senior Trial Attorney, Office of Special Investigations

Service by certified mail: Mr. Walter D. Cadman, District Director, Immigration and Naturalization Service, Miami, Florida

/4/ See Matter of Shih, Int. Dec. 3206 (BIA 1993).

JDD/TMS

UNITED STATES DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
OFFICE OF THE IMMIGRATION JUDGE
MIAMI, FLORIDA

IN THE MATTER OF:)
)
ALEXANDER SCHWEIDLER)
A# 14-342-976)
)
RESPONDENT)
)
IN DEPORTATION PROCEEDINGS)

Charges:

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"Any alien... who at the time of entry or adjustment of status
was within one or more classes of aliens excludable by law
existing at such time is deportable."

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willfully misrepresenting a material fact, i.e. your
concentration camp guard service in violation of Section
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of the Immigration and Nationality Act.

c) It is alleged that you were not in possession of a
valid unexpired immigrant visa at the time you were
admitted to the United States in violation of Section
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"Any alien who... is in the United States in violation of this
Act or any other law of the United States is deportable."

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"Any alien described in clause (i) or (ii) of section
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Act states "any alien who, during the period beginning on
March 23, 1933, and ending on May 8, 1945, under the
direction of, or in association with the Nazi government of
Germany, any government in any area occupied by German
military forces of the Nazi government of Germany, any

government established with the assistance or cooperation of the Nazi government of Germany, or any government which was an ally of the Nazi government of Germany, ordered, incited, assisted, or otherwise participated in the persecution of any person because of race, religion, national origin, or political opinion is excludable."

Section 212(a)(3)(E)(ii) of the Immigration and Nationality Act states "any alien who has engaged in conduct that is defined as genocide for purposes of the International Convention on the Prevention of Punishment of Genocide is excludable."

ON BEHALF OF THE RESPONDENT

Marshall B. Randall, Esq.
515 S. Washington Blvd.
Sarasota, Florida 34236

ON BEHALF OF THE SERVICE

Susan Masling
Senior Trial Attorney
Office of Special Investigations
U.S. Department of Justice
1001 G. Street, N.W., Suite 1000
Washington, D.C. 20530

WRITTEN DECISION OF THE IMMIGRATION JUDGE

The Respondent, Alexander Schweidler, is a seventy-one-year-old married male native of Slovakia, Czechoslovakia, currently the Republic of Slovakia. In 1948 he emigrated to Great Britain and became a citizen of the United Kingdom. On or about March 18, 1965, at the American Consulate in Liverpool, England, he obtained an immigrant visa to enter the United States. During the visa application process, the Respondent allegedly misrepresented and concealed his prior involvement as a Waffen-SS guard for the Nazi government at the Mauthausen concentration camp near Linz, Austria.

The United States Department of Justice, Office of Special Investigations [hereinafter the OSI], alleges that the Respondent illegally procured his residence because he failed to disclose at the time of his application for an immigrant visa that he had been a SS

guard for the Nazi government at the Mauthausen concentration camp.

As a former Nazi armed concentration camp guard, he was ineligible to receive a visa since he had acquiesced in Nazi persecution. As a result, the OSI issued an Order to Show Cause on July 23, 1993, charging the Respondent with deportability under Sections 241(a)(1)(A), 241(a)(1)(B), and 241(a)(4)(D) of the Immigration and Nationality Act [hereinafter the Act] due to his participation or acquiescence in activities on behalf of the former Nazi government.

On October 26, 1993, the parties entered into a settlement agreement /1/ whereby the Respondent, through counsel, admitted allegations one through nine and fourteen in the OSC. In addition, he does not dispute allegations eleven through thirteen. /2/ The Respondent further conceded all of the charges of deportability. The settlement agreement provides that the Respondent agrees to accept a final order of deportation. Today, before the Court the Respondent has reaffirmed his agreement to the stipulation. He waives the right to any administrative or judicial appeal. The Respondent acknowledges that he has no relief available to him and designated the United Kingdom as his country of deportation.

/1/ The settlement agreement, although not technically an order, has been titled by both the parties as a "settlement order."

/2/ The Respondent neither admits nor denies allegation number ten in the OSC which alleges that while serving as a concentration camp guard at Mauthausen he shot and killed two prisoners. Since the Respondent has failed to plead to this specific allegation the Court will take his silence as a denial. The Court notes that evidence of this allegation is not necessary to render the Respondent deportable since he has already admitted the remaining allegations which sustain the charges in the OSC.

The OSI and Walter D. Cadman, the District Director of the Miami, Florida, district office have agreed to allow the Respondent to self deport pursuant to 8 C.F.R. Section 243.5 (1993)./3/

Based on the Respondent's admissions and concession of deportability, this Court finds that deportability has been established by clear, unequivocal, and convincing evidence. Woodby v. INS, 385 U.S. 276 (1966); 8 C.F.R. Section 242.14(a) (1993). In addition, this Court finds that based on the Respondent's admissions of the allegations in reference to his former service as a SS guard for the Nazi government, the Respondent is ineligible for any forms of relief from deportation. Palciauskas v. INS, 939 F.2d 963, 967 (11th Cir. 1991); Schellong v. INS, 805 F.2d 655, 662 (7th Cir. 1986), cert denied, 481 U.S. 1004 (1987); Matter of Linnas, 19 I&N Dec. 302 (BIA 1985), aff'd, 790 F.2d 1024 (2d Cir. 1986), cert denied, 479 U.S. 995 (1986), reh'g denied, 479 U.S. 1070 (1987); Matter of Kulle, 19 I&N Dec. 318, 336 (BIA 1985); Matter of Fedorenko, 19 I&N Dec. 57 (BIA 1984).

Although one may consider this result harsh for someone who has spent a substantial number of years in this country, the immigration laws extend similar consequences to those who have engaged in terrorist activities. Regardless of whether one is a former Nazi camp guard, a guerrilla of the Sendero Luminoso in the mountains of Peru pillaging and looting the rural farmers, an attache or macoute in Haiti backed

/3/ The OSI and the INS concession providing for the Respondent's self deportation is not part of the stipulated order. However, it is incorporated by reference in the accompanying cover letter signed by the parties, and a separate "self deportation" document is attached and signed by Mr. Walter D. Cadman, District Director.

by the Kleptocracy using automatic weapons to extort power and control, a rearmed Sandinista soldier in the jungle along the Nicaraguan Atlantic coast systematically terminating the Miskito Indians, or a member of the Provisional Irish Republican Army planting car bombs in civilian cars and crowded shopping centers in London, all are terrorists and persecutors of their fellow man. No persecutor, regardless of the passage of time of his vile acts, should be allowed to remain in the United States once he is discovered. The immigration laws should be applied even handedly. Even if one enters the United States, establishes property, business and family ties and abides by our laws, only later to be exposed for his involvement in past atrocities, there should be no protective umbrella of law to erase the harm and suffering he has caused.

Regardless of whether the Respondent personally, in this case, committed any acts of brutality condemned by civilized society "the fact of his armed, uniformed service is sufficient to establish that he assisted in persecution," thus rendering him deportable as charged. United States v. Baumann, 764 F. Supp. 1335, 1337 (E.D. Wis. 1991), aff'd, 958 F.2d 374 (7th Cir. 1992), cert denied, 61 U.S.L.W. 3257 (1992) (citing United States v. Schmidt, 923 F.2d 1253 (7th Cir. 1991)).

In light of the foregoing and after considering all of the evidence of record the following orders will be entered:


ORDERS

WHEREFORE IT IS ORDERED that the Respondent be allowed to self deport pursuant to 8 C.F.R. Section 243.5 (1993) on or before February 1, 1994.

WHEREFORE IT IS FURTHER ORDERED that if the Respondent fails to self deport on or before February 1, 1994, the privilege of self deportation shall be withdrawn without further notice and the following order shall have full force and effect: The Respondent shall be deported from the United States to the United Kingdom on the charges contained in the Order to Show Cause.

ALL PARTIES TO THIS PROCEEDING ACCEPT THIS ORDER AS A FINAL DECISION AND WAIVE ANY RIGHT TO ANY APPEAL. /4/

Dated this 13th day of December 1993.



J. Daniel Dowell
United States Immigration Judge

Hand served on the parties:

Mr. Marshall Randall, Attorney for Respondent

Ms. Susan Masling, Senior Trial Attorney, Office of Special Investigations

Service by certified mail: Mr. Walter D. Cadman, District Director, Immigration and Naturalization Service, Miami, Florida

/4/ See Matter of Shih, Int. Dec. 3206 (BIA 1993).

JDD/TMS

OST

Please insert material into
A File

CIMFTM IMMIGRATION AND NATURALIZATION SERVICE 02/22/94
COMMAND: CIS - FILE TRANSFER MAINTENANCE (FTM) 11:04:38
A#: 014342976 NAME: SCHEIDLER, ALEXANDER DOB: 011822
PREVIOUS FCO: NYC FCO CREATING SUB-FILE:
CURRENT FCO: COW SUB-FILE CREATION IND:
REQUEST FCO: COW
FILE LOCATED IND: C (FILE TRANSFER COMPLETE)
DATE FTR: 111892 (MMDDYY) ACCESSION NUMBER: 0000
DATE FTI: 120792 INS BOX NUMBER:
DATE FTC: 121692
PERSON/ACTION: OSI/S.R

EACH FILE-TRANSFER FIELD ABOVE MAY BE CORRECTED ON THIS SCREEN AS NECESSARY.
YOU MAY REQUEST MAINTENANCE OF ANOTHER A-FILE BY KEYING A DIFFERENT A-NUMBER.
CLEAR EXIT PF3 REFRESH PF4 FTS MENU PF5 HELP PF6 CIS MAIN MENU

PASSPORT

THE UNITED KINGDOM OF GREAT BRITAIN
AND IRELAND AND THE KINGDOM OF
SCOTLAND AND THE KINGDOM OF
NORTHERN IRELAND
LE ROYAUME UNI DE GRANDE-BRETAGNE
ET D'IRLANDE
LE ROYAUME D'ECOSSE
ET LE ROYAUME D'IRLANDE DU NORD
ROYAUME UNI
REINIG KÖNIGRIK VON GROSSEBRITANNEN
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KINGDOM OF GREAT BRITAIN
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SCOTLAND AND THE KINGDOM OF
NORTHERN IRELAND
ROYAUME UNI
REINIG KÖNIGRIK VON GROSSEBRITANNEN
UND IRLAND UND DAS KÖNIGREICH
SCHOTLAND UND DAS KÖNIGREICH
NÖRDLICHE IRLAND

NAME / **NOM** / **NAME**
SCOUSEIDER

NATIONALITY / **NATIONALITE**
BRITISH CITIZEN

No. of passport / **N° du passeport**
C 580474 E

Attention is drawn to the notes at the back of this passport



*Her Britannic Majesty's Secretary of State
for Foreign Affairs
and to afford the bearer
such assistance and protection
as may be necessary*

DESCRIPTION SIGNALLEMENT

Passer Titulaire

Place of birth **BRATISLAVA**

Lieu de naissance

Date of birth **18 JAN 1922**

Date de naissance

CHILDREN - ENFANTS

Name

Date of birth

Date de naissance

Sex

Sexe

Married

Mariage

Single

Célibataire

Divorced

Divorcé

Widowed

Veuve

Married

Mariage

Single

Célibataire

Divorced

Divorcé

Widowed

Veuve

Usual signature of bearer *Bohumir Elzevsky*
Signature du titulaire



OBSERVATIONS

[The main body of the page is filled with extremely faint, illegible text, likely bleed-through from the reverse side of the document.]



Date

VISAS

VISAS

U. S. IMMIGRATION
NEW YORK, N.Y. 10101

[Signature]
UNIT

Amt 342 976

SUBSIDIA

Dec 1973

716 08541 - 008

PAROLED PURSUANT TO SEC. 212 (c)
OF THE IMMIGRATION AND NATURALIZATION ACT

APRIL 20 1973

NO COMPLETE

delegated inspection

JAN 23 1973 123

PAROLED UNIT 25 MARCH 1973

UNIT 10 CONCRETE

1151

JAC 092592 ORH

(Port) (Date) (C) (Off)

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BRITISH

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SATISFACTION CERTIFICATE

STATE OF NEW YORK

R.S. 2259



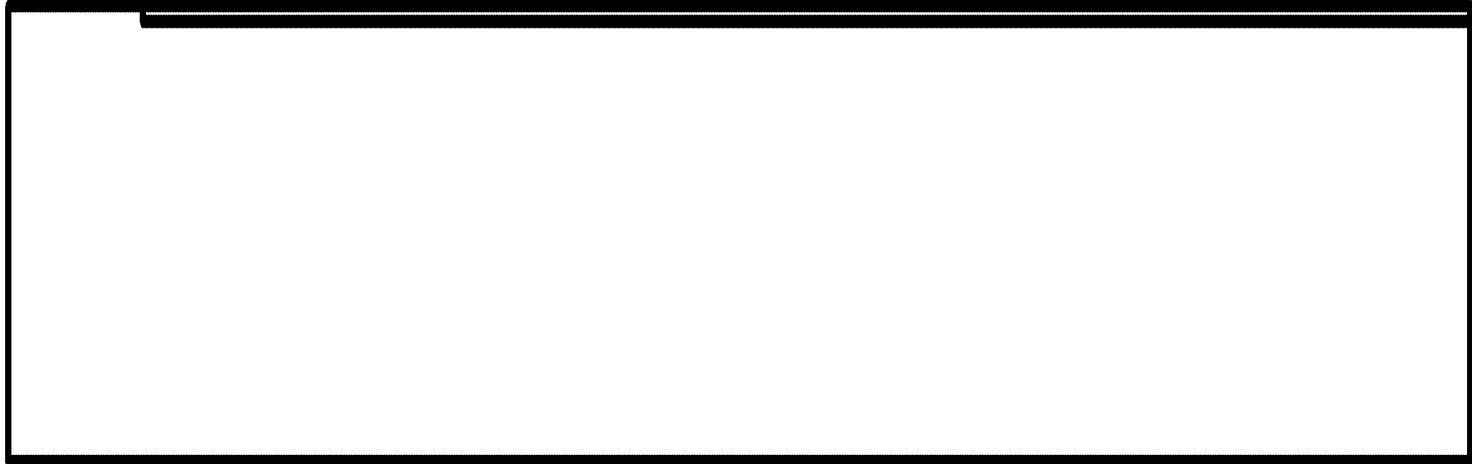
COUNTY OF *Queens*

(b)(6)

LEWIS ORGEL, REGISTER OF THE CITY OF NEW YORK,

DOES HEREBY CERTIFY that a certain mortgage recorded *March 26 1963*

made by



(b)(6)

Given under my hand and official seal

this *18* day of *March 1963*

Lewis Orgel

City Register

Mail.....

TO *Muriel E. Ulm Esq*

CERTIFICATION

FORM

1040

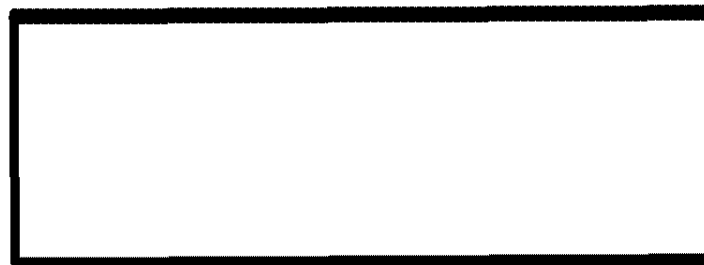
YEAR

1963

I certify that the attached is a true copy of the Federal Tax Return described, the original of which is in my custody.

District Director
Internal Revenue Service
35 Tillary St.
Brooklyn, N. Y.

TAXPAYER'S NAME & ADDRESS



(b)(6)

FOR THE DISTRICT DIRECTOR -

CODE

C:SR:C(P)

DATE

Nov. 25, 1964 bk

PLEASE CONTACT THIS OFFICE ON ANY QUESTION REGARDING ARREARS
 SUBMIT THIS BILL WITH PAYMENT. IT WILL BE RECEIPTED AND RETURNED TO YOU.

R-17 T. 1095M-11201 (63)

DEPARTMENT OF FINANCE

**BUREAU OF CITY COLLECTIONS, 120-55 QUEENS BLVD.
 KEW GARDENS, N. Y. 11424, Phone BOulevard 8-5000**

PAYMENTS - BE SURE YOU ARE PAYING THE RIGHT BILL: CHECK BLOCK AND LOT NUMBERS. PAY BY MAIL IF POSSIBLE. CASH PAYMENTS MUST BE MADE TO CASHIER ONLY. SUCH PAYMENTS MUST BE PRESENTED BEFORE 3 P.M., SATURDAYS 12 NOON. CASHIER MUST PERFORATE RECEIPT IN SPACE PROVIDED.

DISCOUNT - IF SECOND HALF IS PAID BETWEEN OCTOBER 1 AND APRIL 1. DISCOUNT SHALL BE ALLOWED AT THE RATE OF 1% PER 6 MONTHS FROM DATE OF PAYMENT TO APRIL 1, PROVIDED FIRST HALF HAS BEEN PAID.

INTEREST - IF FIRST HALF IS NOT PAID BY OCTOBER 31. INTEREST WILL BE ADDED AT THE RATE OF 7% PER YEAR FROM OCTOBER 1 TO DATE OF PAYMENT; IF SECOND HALF IS NOT PAID BY APRIL 30, 7% PER YEAR WILL BE ADDED FROM APRIL 1.

***ARREARS** - 1) NOTICE OF - IF THE WORD "ARREARS" APPEARS IN SPACE INDICATED BY ARROW. INQUIRE AT CITY COLLECTOR'S OFFICE ABOUT PREVIOUS TAXES, ASSESSMENTS, SEWER RENTS, SEWER SURCHARGES OR WATER RENTS WHICH HAVE NOT BEEN RECORDED PAID AS OF MAY 31, 1964.

2) **RECEIVER OF RENTS** - WHENEVER ANY TAX, ASSESSMENT, SEWER RENT, SEWER SURCHARGE, WATER RENT OR OTHER LEGAL CHARGE SHALL REMAIN UNPAID FOR TWO YEARS. THE DIRECTOR OF FINANCE OF THE CITY OF NEW YORK MAY BE APPOINTED RECEIVER OF RENTS OF THE PROPERTY.

3) **FORECLOSURE** - WHENEVER ANY TAX, ASSESSMENT, SEWER RENT, SEWER SURCHARGE, WATER RENT OR OTHER LEGAL CHARGE SHALL REMAIN UNPAID FOR FOUR YEARS. THE PROPERTY MAY BE FORECLOSED BY AN ACTION 'IN REM'.

BILL FOR REAL ESTATE TAXES

USE THIS BILL FOR PAYMENT OF BOTH HALVES OF TAX

(b)(6) **64**  **65 T**
 DUE OCT. 1 RECEIPT FIRST HALF DUE APRIL 1 RECEIPT SECOND HALF

**THE CITY OF NEW YORK
 QUEENS**

TAX FOR FISCAL YEAR
 JULY 1 TO JUNE 30

1964-65

IF THE NAME OR MAILING ADDRESS IS INCORRECT CHECK BLOCK AND LOT NUMBERS TAXABLE ASSESSED
 NOTIFY THE CITY COLLECTOR'S OFFICE. SEC. BLOCK LOT CODE VALUATION

MAKE CHECKS OR MONEY ORDERS **PAYABLE TO CITY COLLECTOR**
DO NOT MAIL CASH OR POSTAGE STAMPS

RECORDED FIRST HALF	BOOK	FOLIO	RECORDED SECOND HALF	BOOK	FOLIO
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FULL TAX RATE \$ 4.56
 PER \$100 OF TAXABLE
 ASSESSED VALUATION
 SEE REVERSE SIDE.

Name (Last, in CAPS) **SCHWIDLER,** (First) **Alexander** (Middle) (Middle) No. **A14 342 976**

Alias Sndx Code **9 346**

Entered: (Mo.) (Day) (Year) (Port) (Class) Born: (Country) (Mo.) (Day) (Year)

07 06 65 NYC X Czechoslovakia 01 18 22

Type of Action: **Czech/quota** Name of sponsor:

Action on VP: (Decision) (Mo.) (Day) (Year) (Section) (Forwarded to Consul at:)

Naturalized: (Mo.) (Day) (Year) (Court No.) (Court Location) (Certificate No.)

FCO	Date	FCO	Date	FCO	Date
NYC	7/22/65 sh				

FCO	Date	FCO	Date	FCO	Date

Officer-in-Charge

American Embassy
PSC 801, Box 6 INS
FPO AE 09498-4007

Official Business

Penalty For Private Use \$300

Walter D. Cadman
District Director
INS
7880 Biscayne Blvd.
Miami, FL 33138

Official Mail



**USA
29**



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