

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Northern Division, Baltimore, Maryland**

HAROLD JEAN-ROBERT EUSTACHE SR.)
on behalf of himself, Pro Se; and as one of the legal heirs,)
descendants of and successors-in-interest to Haitian parents)
and grandparents: Joseph Armeus Eustache (deceased),)
Philomene Francia Bélizaire (deceased), Dormeus Cadet)
(deceased), Estimène Eustache (deceased), Lefranc)
Bélizaire (deceased), and Lucilia Janvier (deceased);)
400 East Pratt Street - Suite 800, Baltimore, MD 21202)

Plaintiff,

v.

CITI/CITIGROUP/CITIBANK, successors-in-interest to)
THE NATIONAL CITY BANK OF NEW YORK)
338 Greenwich Street, New York, New York 10013;)

JANE FRASER, in her capacity as Chief Executive Officer)
of CITI and successor-in-interest to Frank A. Vanderlip,)
James A. Stillman, and Charles E. Mitchell, past presidents)
of the NATIONAL CITY BANK OF NEW YORK)
338 Greenwich Street, New York, New York 10013;)

CRÉDIT INDUSTRIEL ET COMMERCIAL (CIC) - New)
York Branch, a French commercial banking company)
maintaining and operating a branch licensed by the New)
York State Department of Financial Services (NYSDFS);)
CAISSE FEDERALE DE CREDIT MUTUEL (CFCM))
the French holding parent and successor-in-interest to CIC)
520 Madison Avenue, New York, New York 10022;)

Defendants.

CIVIL COMPLAINT FOR

UNJUST ENRICHMENT

BREACH OF FIDUCIARY DUTY

CONSTRUCTIVE TRUST

MALICIOUS INTERFERENCE
WITH INHERITANCE AND
ECONOMIC BENEFITS

UNCONSCIONABILITY

CONVERSION

ILLEGAL CONTRACT

JURY TRIAL DEMANDED

NOW COMES Plaintiff HAROLD JEAN-ROBERT EUSTACHE SR., Pro Se, on behalf
of himself, and as a biological descendant, legal heir, and successor-in-interest to Haitian-born

parents, maternal and paternal grandparents who lived and worked in and around Cap-Haitien and Milot, Haiti during the period between about 1880 and about 1947, alleging and saying as follows:

INTRODUCTION

1. This is an action for restitution and disgorgement of unfair and unjust enrichment illegally obtained and kept by Defendants as a direct and proximate result of an unprecedented, unlawful, and massive transfer of wealth illegally orchestrated by said Defendants to themselves at the expense and to the detriment of Plaintiff, Haitian citizens, and the government of Haiti at large. This colossal transfer of wealth was illegitimate, odious, cruel, conceived and born in violence and coercion, executed through threats and violence, strictly planned, coordinated, and managed by said Defendants jointly and severally as a group of large, wealthy, ruthless and powerful international financial predators and co-conspirators who saw an easy prey, banded together and closed in for the kill, at the expense and to the detriment of a small, recently liberated and newly independent nation when that same little Caribbean nation was in its earliest, most vulnerable and most important formative years in the 19th and 20th centuries.

2. Following a 12-year armed struggle in the 19th century known as “*the Haitian Revolution*” against Napoleon Bonaparte’s best and renowned French military sent specifically to crush the rebellion, Haitian revolutionary troops made up of former slaves led by the great military genius of Jean-Jacques Dessalines, former lieutenant to the great Toussaint Louverture, decisively and convincingly defeated the French at last on the battlefield, forced them to surrender, declared Haiti a free and independent nation. Haiti became the second new republic in the Americas and the New World after the United States. Thus, Haiti also became the first Black independent country in the world to seek admission into the historically hostile, Western-dominated, international political, diplomatic, and financial world of the 19th century and 20th century.

3. A New York Times in-depth research article and report published on May 20, 2022, updated on May 31, 2022, and titled “*The Ransom*” described the following:

After the country's independence, several generations of Haitians were forced to compensate the heirs of their former slave masters. Among them: the Empress of Brazil, the son-in-law of the Russian Tsar Nicholas I, the last Imperial Chancellor of Germany, and General Gaston de Galliffet, nicknamed the "massacrer of the Commune" after his bloody repression of the Paris insurrection of 1871.

This burden weighed on Haiti well into the 20th century. The wealth that current Haitians' ancestors derived from the land generated immense profits for *Crédit Industriel et Commercial*, or CIC, a bank that co-financed the Eiffel Tower, and for its investors. From Paris, they had a stranglehold on Haiti's finances for decades. The CIC is now part of one of the largest financial conglomerates in Europe.

Wall Street, too, coveted Haiti's wealth, and it provided very comfortable revenues for the bank that would become Citigroup. Supplanting French influence, it encouraged the U.S. invasion of Haiti, which would be one of the longest military occupations in U.S. history.

4. This action in law and equity is before the Court because, upon information and belief, Defendant CITI/CITIBANK/CITIGROUP, by and through its corporate predecessor the NATIONAL CITY BANK OF NEW YORK and by and through its executives, employees, agents, representatives, business associates and partners such as *Hallgarten and Co.* and other proxies, and Defendant CRÉDIT INDUSTRIEL ET COMMERCIAL (CIC), a French commercial banking company and its parent holding company CAISSE FÉDÉRALE DE CRÉDIT MUTUEL (CFCM), and other partners such as *Banque de l'Union Parisienne* (BUP), by and through their executives, employees, agents, representatives, business associates, partners and proxies, on their own accord and in mutual collusion, collaboration, coordination, agreement, association, and partnership with one another and with other European entities in Britain, Germany, and elsewhere, willfully, knowingly, directly and indirectly, unfairly and unlawfully, jointly and severally, engaged in multiple schemes and other wrongful acts, in whole or in parts, to steal, take by deception and by force, pillage, plunder, extort, and misappropriate monies and other properties from Haiti's local and national governments including from general revenues, import/export, customs revenues,

agricultural revenues, administrative revenues, fees and taxes paid by Plaintiff's parental lineage derived from their earnings, savings, and agricultural harvests, in order to further Defendants' own self-interests and to Plaintiffs' detriment, in the period from around 1825 until around 1947.

5. Defendants, jointly and severally, also wrongfully and unlawfully appropriated, used, overused, misused, converted, misappropriated and misdirected by force and by deception, financial, environmental and other resources of the Republic of Haiti for their own exclusive financial gain using pre-planned, improvised and systematic cruel, ruthless, coercive, violent means and methods, from around 1825 until around 1947.

6. For example, upon information and belief, Defendant CITIBANK and its employees, agents and associates consistently manipulated Haiti's gold reserves and Haiti's currency exchange rates in their favor, forcing Haitian farmers and small merchants to borrow money from them at exceptionally high interest rates and charging exorbitant additional fees for their services. Further, Defendant CITI routinely pilfered gold bars from Haiti's gold reserves to send to the U.S. and to France as collateral for Haiti's so-called debt payments while charging exorbitant, separate and distinct user fees to the Haitian government for the sending process and the returning process of the gold bars back to Haiti. Also, Defendant CITI/CITIBANK as Haiti's financial administrators paid government workers' salaries when the exchange rate was low and only released the funds when the rate was high, thereby profiting off the difference.

7. During the relevant period, by and through constant and imminent threats of, or actual military actions, invasions, interventions, massacres, violence, killings, and other devious, deceptive, overt, covert, illegal, illegitimate and unlawful means and methods, upon information and belief, Defendants, jointly and severally, planned, executed, implemented, demanded, enforced and collected more than a century's worth of illegal installment ransom payments from

monies, revenues, fees, and taxes that belonged to, and were intended to be appropriated by the Haitian government for education, healthcare, energy, electricity, transportation, clean water, public safety, and other national or local infrastructural projects to be built, managed and operated for the benefit of Plaintiff's grandparents, parents and ultimately Plaintiff himself as their successor-in interest, and as Haitian citizens living and working in Milot and Cap-Haitien, Haiti.

8. During the relevant period, upon information and belief, Defendants on their own, and/or through various local and foreign proxies, agents, employees, associates, groomed, bribed and installed multiple corrupted officials at all levels of government to engage in and enforce actions and programs that were clearly illegal under Haitian and international law. Defendants, by force or deception or both, further engaged locally and nationally, directly and indirectly, in amending and repealing established Haitian laws, ordinances and the Haitian Constitution by force, by fiat, and/or other actions, in order to create and enforce a climate of corruption that was more suitable and favorable to furthering their wrongful objectives and financial interests.

9. During the relevant period, upon information and belief, Defendants committed those illegal, wrongful, and violent acts, sometimes under the guise of providing banking and financial services to the government and the people of Haiti, or at other times directly and openly because Defendants believed and openly asserted verbally or through their actions that they are necessary because Haitians were incapable of self-governance due to their inferior Black racial status, including Plaintiff's grandparents, parents, and other members of the Haitian citizenry at large.

10. Furthermore, during the relevant period, on or about December 17, 1914, in broad daylight, using the coercive military services of heavily armed American Marines summoned from U.S. warships *USS Machias*, *USS Marietta*, *USS Brutus*, and *USS Hancock*, all anchored in the

Port-au-Prince (Haiti's capital city) harbor, Defendant CITIBANK's employees, agents, proxies, and representatives, without notice to, or authorization from the government of Haiti, brazenly and surreptitiously forced their way into Haiti's central bank and treasury building, summarily removed at gun point, gangster style, from the National Bank of the Republic of Haiti, five hundred thousand (1914) dollars in gold bars from Haiti's gold reserves belonging to the government and the people of Haiti.

11. Upon information and belief, the value of the stolen gold, prior to the robbery, was used for backing the full faith and credit of Haiti's national and international transactions, was planned and intended to support multiple services and projects intended to be executed and implemented later, in part for the benefit of Plaintiff's grandparents, parents, and ultimately for the benefit of their descendants and successors-in-interest, including Plaintiff.

12. Immediately thereafter on the same day, the stolen gold bars were swiftly loaded onto one of the warships, *USS Machias*, and clandestinely transported to Defendant CITIBANK's Wall Street offices' vault at 55 Wall Street in New York City. Upon information and belief, the armed and unlawful extraction operation was executed in less than one hour.

13. Despite multiple subsequent protests, requests and demands, publicly, through diplomatic and other appropriate channels from the government and the people of Haiti, immediately after the event, over decades, and through the century afterward, this stolen treasure was never returned or restituted to Haiti, nor compensated for in any form.

14. This brazen armed robbery and other wrongful acts by Defendant CITIBANK caused considerable financial hardship and long-term harm to the people of Haiti and has resulted in multiple political unrests and uprisings throughout the country for decades and still today, which

have severely and negatively affected Plaintiff's life, health, education, and safety while growing up as a minor, descendent, and successor-in-interest to grandparents and parents living and working in, and around Milot and Cap-Haitien, Haiti within the relevant period.

15. In committing those wrongful acts, jointly and severally, Defendants and their agents, partners and proxies, including the French government, French banks and others, willfully, knowingly and unlawfully deprived Plaintiff's grandparents and parents who were Plaintiff's guardian and caretakers as a minor in Cap-Haitien and Milot, Haiti, of many basic resources and necessities of life, which substantially put Plaintiff and many other similarly-situated beneficiaries in harm's way or negatively affected them due to substandard prenatal and maternal care as well as negative infant mortality in early life, in later adolescence, and still now, including lingering political dysfunction, economic poverty, and shorter individual life expectancy.

16. As a direct and proximate result of the generational domino effects of Defendants' wrongful actions, Plaintiff's grandparents, parents, and consequently, Plaintiff, were subsequently left to survive on subsistence-level resources and substandard infrastructure in their public and private lives, such as in housing, potable water, sanitation, nutrition, healthcare, public safety and emergency services, deprived of many basic necessities of life, and forced into very bad living conditions that ultimately compelled Plaintiff and his parents to leave family, friends, and their normal lives in Haiti to seek a better life and better opportunities for their future in the United States.

17. Although Plaintiff is lucky and grateful to have escaped further negative and harmful consequences in later life by emigrating to the United States, those early nefarious, developmental, financial, environmental, life deprivations and their sequelae have not erased the trauma and effects, and have caused concrete, particularized, severe, acute,

damaging, harmful and lasting injuries physically, psychologically, socio-economically, financially, and otherwise to Plaintiff's immediate parental lineage, to Plaintiff himself and other similarly-situated beneficiaries, from the moment of their birth, for decades afterwards, and still ongoing to this day.

18. Defendants' sophisticated and elaborate schemes of unlawful international theft, extortion, appropriation and conversion of Haitian gold, treasure, financial and environmental resources, along with Defendants' predatory financing schemes, misappropriations, systematic pillaging and plundering of Haiti's assets in partnership with others, continued unabated for decades via their ransom payment demands and other financial abuses, which Defendants and their collaborators coercively, violently, and often at gun point, brutally imposed and enforced upon the people of Haiti, including Plaintiff's grandparents and parents. These abuses were often disguised or justified as benign and benevolent national and international financing assistance, advisory and banking services supposedly for an inferior and ignorant people running a newly free country.

19. Nevertheless, the wrongful and unlawful pay-to-play ransom payments related to the international Independence Debt as demanded and enforced by Defendants, and cloaked as banking and other benign and benevolent services, were fully made and dutifully satisfied by the people and the government of Haiti, albeit under extreme and constant duress, hardship, and credible threats of imminent or actual military actions, invasions and violence for non-compliance or for refusing to acquiesce, so that the nascent nation of Haiti and its newly free people of color would be allowed to participate in normal international commerce and other global diplomatic activities that were openly and systematically blocked, denied, impeded, and thwarted worldwide by Defendants including CITIBANK with the assistance of the U.S. government, together with other American and European collaborators, for racist, extortionist and financial gain purposes.

20. Additionally, from the beginning and throughout the relevant period related to this entire Independence Debt payment scheme, from 1825 to 1947, Defendant CITIBANK along with its European partners and associates deeply injected and embedded themselves into Haitian politics, national and local, and consistently, overtly, covertly, directly and indirectly, fomented grassroots unrests and insurrections while overtly and covertly promoting and imposing their self-serving corporate interests through their chosen and groomed corrupt Haitian government officials and collaborators, activities which Defendants disguised as banking and development services for the government and the people of Haiti, in complete violation of any and all fiduciary duties owed to their putative depositors and clients, and in violation of their pretextual promises to the people and the government of Haiti at large.

21. Defendants' actions ultimately resulted in more than a century of severe political and governmental dysfunction in Haiti, in constant political protests and rebellions by the people, in several massacres, including the terrible *Les Cayes Massacre* on or about December 6, 1929 by the occupying American military forces, and in widespread mistrust of government by the people throughout Haiti for decades afterwards into today.

22. These entire episodes of wrongdoings and malicious acts in world history have long since been willfully buried, intentionally and insidiously concealed and whitewashed by Defendants and their other international associates without any restitution or even the slightest acknowledgment of their occurrence or of Defendants' involvement and responsibility.

23. Fortunately, recently, these acts have been unearthed and resurrected through several well researched and documented publications by reputable national press publishers in the United States. In 2022, a National Public Radio (NPR) reported these international episodes as "*The Greatest Heist in History: How Haiti Was Forced to Pay Reparations*

for Freedom.” On May 20th, 2022, the New York Times published a voluminous, detailed exposé on the “Haitian Independence Double Debt” which they titled “*The Ransom.*”

24. The people of Haiti, the Haitian governmental institutions and individual citizens who were directly and indirectly harmed and injured by Defendants’ actions have never in fact fully recovered and have never been made whole financially, environmentally, or otherwise, from the long-term detrimental effects of those illegal, malicious, and wrongful acts.

25. Defendants’ unfair, unjust, well-planned, calculated, premeditated and unlawful actions during their long involvement in Haiti ultimately resulted in a massive, unfair and unlawful transfer of wealth from Plaintiff’s family, from the government and from the people of Haiti to France, to the aforementioned European banks and to CITIBANK in the United States.

26. Since then, these perpetrators have gone on to bigger and greener pasture, enjoying massive financial prosperity and success, and leaving behind a wreck and the wretched carcass caused by their impact on the Haitian nation for future generations of Haitians such as Plaintiff and others similarly situated to fix, or not.

27. Consequently, Plaintiff is hereby seeking all appropriate legal and equitable relief and remedy from the Court to compel Defendants CITIBANK and CIC to disgorge the current value of the stolen properties and to make compensation to Plaintiff, the people, and the government of Haiti for the resulting concrete and particularized harm, hardship and injuries that Defendants have caused, which are still lingering today through widespread political and governmental dysfunction, high poverty rate, low economic development, high infant mortality, high illiteracy, shorter lifespan, deadlier natural disasters, and substandard transportation means.

28. Due to the long, extensive and multi-generational efforts made by Defendants to hide and conceal the alleged offenses and wrongful acts, and due to the special, violent, unusual, unprecedented, extraordinary, oppressive, far-reaching, illegal, racist, and historic nature of the conduct as well as the still continuing harm alleged herein, any possible defenses or assertions regarding Plaintiff's standing or statute of limitations issues are equitably outweighed in favor of the application of the common law doctrines of equitable estoppel and equitable tolling, as well as the continuing harm exceptions against such defenses, as was done in previous Japanese internment and holocaust cases from the 1940's, so as to prevent such an epic, historic and unprecedented injustice, aptly described as "*the greatest heist in history*," from remaining unrectified in the annals of legal and world history.

JURISDICTION AND VENUE

29. Personal and subject matter jurisdiction are proper in this Court under 28 U.S. Code §1332 as Plaintiff, HAROLD J. EUSTACHE SR., is a citizen of North Carolina living in Harrisburg (NC) just outside of Charlotte, and also an active practicing attorney with his principal office in Baltimore, Maryland, admitted to the Bar of the State of Maryland and to the Bar of the United States District Court for the District of Maryland.

30. Defendants CITI/CITIGROUP/CITIBANK is a corporation organized under the laws of the State of Delaware with its principal place of business in New York, New York, and Defendant JANE FRASER, as president and CEO of CITI, upon information and belief, has her principal office in New York, New York.

31. Defendant CREDIT INDUSTRIEL ET COMMERCIAL (CIC) is a French banking corporation organized under the laws of France that operates and maintains a licensed branch in New York and is wholly owned by CAISSE FEDERALE DE CREDIT MUTUEL (CFCM), a

holding company organized under the laws of France. Thus, there is diversity of citizenship among the parties, and the amount in controversy exceeds the sum of \$75,000.

32. Venue is proper in this District pursuant to 28 U.S. Code § 1391(b)(3) as Plaintiff is licensed by the State Bar of Maryland and practices law professionally in this District with his principal law office in Baltimore City and Baltimore County.

33. Defendant CITI/CITIGROUP/CITIBANK conducts and transacts substantial corporate business, banking and commerce within the District and Baltimore County, including ownership and operation of multiple Automated Teller Machines (ATM) throughout the County.

34. Defendant CREDIT INDUSTRIEL ET COMMERCIAL upon information and belief, has \$13-15 billion in U.S. assets and conducts substantial financial business by and through associates, agents and other representatives within Baltimore County and the State of Maryland.

THE PARTIES

35. Plaintiff HAROLD J. EUSTACHE SR. is an American citizen, native of Cap-Haitien, Haiti where he grew up and attended primary school at “*Frères de l’Instruction Chrétienne*” and secondary at the “*Collège Notre Dame du Perpétuel Secours*” in Cap-Haitien as a minor. He immigrated to the United States in 1972 at the age of 18 years old. Plaintiff is an attorney admitted to the Bar of the State of Maryland where he maintains his principal office in Baltimore, Maryland. Plaintiff is also admitted to the Bar of the District of Columbia, the Bar of the United States District Court for the District of Maryland, the Bar of the United States Court of Appeals for the Fourth Circuit, and the Bar of the Supreme Court of the United States.

36. Upon information and belief, Defendant CITI is a corporation organized under the laws of Delaware with its principal corporate offices in New York City. Defendant CITI conducts

significant business throughout the state of Maryland. The company is listed as CITIGROUP and publicly traded on the New York Stock Exchange.

37. Upon information and belief, Defendant JANE NIND FRASER is the President and Chief Executive Officer of CITI, the parent company of CITIBANK, and successor to Frank A. Vanderlip, James Stillman, and other past leaders of the NATIONAL CITY BANK OF NEW YORK who initiated, planned, executed, and conducted the unlawful, massive transfer of wealth.

38. Defendant CREDIT INDUSTRIEL ET COMMERCIAL is a banking company organized under the laws of France and wholly owned by its French holding parent CAISSE FEDERALE DE CREDIT MUTUEL and was the initial banking company involved in the alleged activities and abuses in Haiti, and also was the first owner and founder of the Banque National d'Haiti that was later acquired by CITIBANK to advise, run and manage Haiti's finances.

FACTUAL BACKGROUND

39. In 1920, James Weldon Johnson, the Secretary of the NAACP (National Association for the Advancement of Colored People) traveled to Haiti to survey the scene and report on the extensive financial setup and extensive activities of American Wall Street bankers on the island. Upon return, Mr. Johnson testified at a U.S. Senate Foreign Relations Committee hearing and wrote a related article in the publication, *The Nation*:

“To know the reasons for the present political situation in Haiti, to understand why the United States landed and has for five years maintained military forces in that country, why some three thousand Haitian men, women, and children have been shot down by American rifles and machine guns, it is necessary, among other things, to know that the National City Bank of New York is very much interested in Haiti. It is necessary to know that the National City Bank controls the National Bank of Haiti and is the depository for all Haitian national funds which are being collected by American officials, and that Mr. Robert L. Farnham, vice-president of the National City Bank, is virtually the representative of the U.S. State Department in matters relating to the island

republic. The NATIONAL CITY BANK OF NEW YORK (today's CITI/CITIGROUP) pressured the U.S. into sending military forces to Haiti in 1915, took control of the country's finances, and diverted Haiti's revenue away from education, healthcare, or infrastructure and towards enriching itself and U.S. investors."

40. At the end of the first five years of American occupation in or around 1920, Defendant CITI/CITIBANK, then known as the NATIONAL CITY BANK OF NEW YORK, controlled the National Railroad of Haiti, Haitian national and international monetary and trade policies, the Banque Nationale de la Republique d'Haiti (BNRH), all Haitian wharfs, seaports, import/export customs administration, and 80% of revenues flowing into the treasury of Haiti. As Haiti's treasurer, at its sole discretion, Defendant CITIBANK only gave a small allowance to the Haitian government for general governmental expenditures, infrastructure, and development programs related to the actual needs of the people of Haiti, from what pittance remained at the end after taking their lion's share and after paying off their other international collaborators and business associates.

41. The NATIONAL CITY BANK OF NEW YORK, backed by the American military and State Department, suspended and dissolved Haitian parliament at will, unilaterally rewrote the Haitian Constitution in favor of its own and other American interests at large, disapproved and removed presidential and legislative candidates who opposed its interests, and even installed or removed Haitian presidents when necessary. Thus, James Weldon Johnson wrote, *"From all accounts it seems that the National City Bank of New York is the government of Haiti."*

42. Haiti, Plaintiff's country of birth, where he spent the first 18 years of his life has long been known throughout the world as *"The Poorest Country in the Western Hemisphere."* This unwanted label has become an object of shame and derision for Haitians and people of Haitian descent, despite Haiti's glorious victory over the world-renowned French Army in a bloody

twelve-year revolt known as “*The Haitian Revolution*,” which begs the question as to how Haiti became so poor and so politically dysfunctional and who is primarily responsible.

43. Beginning with its former colonizers, the French, in 1804 after its independence, through the 19th century, and well into the 20th century under American financial and military occupation, Haiti was the victim of a series of sophisticated worldwide political, diplomatic, commercial and financial isolation and pay-to play schemes that included complex international predatory loans, exorbitant fees and payments as admission price for Haiti’s recognition as a country and for its acceptance into the Western-dominated international order, including a brazen gangster-style heist, which have all become a continuing but almost forgotten saga in history.

44. For the unforgivable crime of having fought and shed large amount of its people’s blood to win its independence as the first Black republic in world history, Haiti and its people were effectively taken hostage at gun point by these established Western powers, exploited, passed around, squeezed politically, diplomatically, financially, and held up for ransom for over a century by France, the French banks with other European financial institutions, and later by Defendant CITI/CITIBANK and its employees, agents, associates, partners, and executives on the ground in Haiti and at their New York City headquarters, all under the close cooperation, supervision and protection of the U.S. military, State Department, and even U.S. Presidents.

45. Upon information and belief, following the French phase of Haiti’s historic ordeal, the American phase began in or about 1910 when Defendant CITIBANK, which had diligently and steadfastly for many years lobbied the U.S. State Department for assistance in taking control of Haiti’s emerging economy and finances, finally got the greenlight to move in. Defendant CITIBANK’s involvement blossomed with the violent American occupation in 1915, as Defendant CITIBANK and the U.S. State Department worked together hand in hand to turn Haiti into a low-

level inferior colonial possession and protectorate where the NATIONAL CITY BANK OF NEW YORK (CITIBANK) became the de-facto financial and political sovereign authority and government for decades.

46. In the NPR Report, the authors further stated that:

“Haiti is one of the poorest nations in the world, and rich countries have their fingerprints all over the nation's stunted development. The United States worked to isolate a newly independent Haiti during the early 19th century and violently occupied the island nation for 19 years in the early 20th century. While the U.S. officially left Haiti in 1934, it continued to control Haiti's public finances until 1947, siphoning away around 40% of Haiti's national income to service debt repayments to the U.S. (via the National City bank of New York) and France.”

47. After the NATIONAL CITY BANK and its employees, had thoroughly pillaged and plundered the treasury, the assets and the resources of the people and government of Haiti under the guise of providing benevolent banking and financial services to an “inferior race of people unable to govern themselves,” it quietly and unceremoniously left the carcass behind, and then set about concealing its extensive involvement in, and exploitation of Haiti.

48. Upon information and belief, Defendants’ own records and those of their European co-conspirators have now been so thoroughly cleansed and scrubbed through their scrupulous concealment, that any historical accounts of their past involvement can hardly be found anywhere in their references or mentions of their past activities in the Caribbean. Not even the words “Haiti”, or “Robert L. Farnham,” Defendant CITIBANK’s then on-site Vice President in Haiti during those terrible periods and events, or Defendant CITIBANK’s “Minstrel” annual corporate party featuring a humiliating, degrading Blackface and racist show held throughout the relevant period at 55 Wall Street, headquarters of the NATIONAL CITY BANK OF NEW YORK, can currently be found anywhere in their records online.

49. Recently, in May 2022 when the New York Times (“NYT”) published its detailed and sprawling newspaper exposé on Haiti’s Independence Debt titled “*The Ransom*,” the reporters wrote that: “*Haitians, who had already paid for their freedom in blood, were forced to pay for it yet again — this time in cash.*”

50. In their earlier report, NPR had also stated:

Haiti won its independence from France in 1804, and it was almost immediately made a pariah state by world powers. It was an independent, black-led nation — created by slaves who had cast aside their chains and fought their oppressors for their freedom — during a time when white-led nations were enforcing brutal, racist systems of exploitation around the world.

51. Almost two decades after winning its final independence battle on the battlefield at Vertières in Cap-Haitien, Haiti, where the French general Rochambeau and Napoleon’s expeditionary forces were forced to surrender to their former slaves led by the great Haitian general and founder of the Haitian Nation Jean-Jacques Dessalines in 1804, a large armada of French military warships re-appeared anew on the horizons of Haiti in or about 1825.

52. French representatives of King Charles X with military generals and admirals from this massive naval deployment of force produced an ultimatum from the King demanding 150 million Francs from the newly independent nation of Haiti in reparations to the French state and its citizens who had lost their slaves and plantations, to be paid in part immediately and the rest later in further annual installment payments over time.

53. The French blockaded and threatened to blow up the island and re-enslave now free Haitian citizens if their demands for reparation were not met immediately.

54. Upon information and belief, the French extortionists' annual ransom demands amounted to over ten times Haiti's annual GDP at the time, and more than ten times what the United States paid for the Louisiana Purchase.

55. Upon information and belief, President Jean-Pierre Boyer of Haiti initially refused but after contemplating the prospects of another long and bloody revolutionary war, succumbed to the odious and oppressive payment demands debt scheme outlined in the French ultimatum by agreeing to take large predatory loans at high interest rates, with exorbitant up-front fees, exclusively from French banks to make the payments. That was the beginning of the infamous "*Haitian Independence Double Debt*."

56. Upon information and belief, the American government and all the European powers in the surrounding colonies had already conspired and decided to band together to isolate this new Black-led nation and had conspired against recognizing Haiti as a free nation and against admitting entry by Haitian ships into their ports, just to punish Haiti and deter similar ideas of rebellion or freedom from their own Black slaves at the time. Haiti was not recognized as a country by the United States until 60 years under President Abraham Lincoln.

57. France had therefore forced the Haitian government at gunpoint to sign their kings' ultimatum and agree to the ransom payments, and thus "*The Greatest Heist in History*" was born.

58. As the New York Times article put it: "*with that Haitians, who had already paid for their freedom in blood were forced to pay for it yet again - this time in cash.*"

59. Recently, some French leaders have admitted to France's historically extreme acts of terrorism, barbarism, violence, and exploitation in extracting these payments from the people of

Haiti, by claiming to owe a “moral debt” to the nation and the people of Haiti after Haitians had fairly and squarely won their independence in blood.

60. These admissions beg the question of what exactly were those immoral acts of which they believe they are guilty, who else aided and abetted them in committing those evil and wrongful acts toward Haiti, and why have they not taken formal and concrete steps to correct them and to make amends legally and financially for their past deeds, nor even issued at least a formal written apology to the government and people of Haiti.

61. Defendant CITIBANK’s subsequent involvement in colluding, collaborating, and partnering with France and French banks in this abuse and pillage of Haiti began in or around 1910 as the United States of America, which itself had won its independence under similar circumstances as Haiti, was going through a great imperialistic period of international expansion and commercial involvement in the Caribbeans under President Woodrow Wilson.

62. After pressuring France, under the Monroe Doctrine, into abandoning their colonial financial and commercial activities in the Caribbean, an area which the U.S. State Department and Defendant CITI then considered their backyard and exclusive sphere of influence, and after initially agreeing to become France’s local enforcer and debt collector for Haiti’s admission into the international order, Defendant CITIBANK outright acquired those awful and unlawful predatory loans, assumed ownership along with responsibilities for the brutality, the benefits, the obligations, and, naturally, their inherent legal and moral liabilities.

63. This gruesome “*Ransom*” debt arrangement first imposed at gunpoint by France and then ultimately acquired and continued by Defendant CITIBANK with American military support was a one-sided, crushing and oppressive burden on the people and government of Haiti

that was kept alive, passed around in a my-turn-then-your-turn manner, and ruthlessly enforced militarily and through other deceptive means by all the co-conspirators in France, Britain, Germany, and the United States acting and profiting together. Just as the Haitian government was required to borrow only from French banks, it was also later forced to deal financially only with the NATIONAL CITY BANK OF NEW YORK at unfair and exorbitant interest rates and fees that left the Haitian people and their government with annual pay-to-play predatory debt installment payments nearly ten times greater than Haiti's annual GDP for decades.

64. Nevertheless, the Haitian people and the government of Haiti managed against all odds to scrape the bottom of the bottom as best they could by mortgaging the long-term future of multiple yet unborn generations of Haitian beneficiaries, including Plaintiff, to pay the French government and the French banks the equivalent in today's dollars of tens of billions of dollars for more than 80 years, and thereafter, to further pay Defendant CITIBANK and France together tens of billions more for another 35 to 40 years. These payments were not just unfair but also unprecedented in world history, and constituted a massive reverse-Robinhood transfer of wealth that has been justifiably labeled "*the Greatest Heist in History.*"

65. The grinding political, diplomatic, and economic pressures imposed by military force on Haitian leaders and on individual Haitians for over a century, the constant political meddling and draining of Haiti's resources and treasure by Defendants and other creditors from Germany and elsewhere put such an unbearable and crushing financial stress on the newly free nation of Haiti that they caused widespread dysfunction, and mass poverty resulting in untold human suffering for generations, including multiple and frequent popular uprisings and violent demonstrations against Haiti's political leaders, and deep cynicism toward America and France to this day.

CLAIMS FOR RELIEF

66. Plaintiff realleges and incorporates by reference each of the preceding paragraphs and allegations as if fully set forth in these Counts.

COUNT I – UNJUST ENRICHMENT
Defendants Violated the Common Law Prohibition on Unjust
Enrichment by Taking, Misappropriating, and Keeping Haiti’s and
Plaintiff’s Ancestors’ Property as Their Own Personal Property

67. Plaintiff realleges and incorporates by reference each of the preceding paragraphs and allegations as if fully set forth in this Count.

68. Defendants unjustly, unjustifiably, and unlawfully obtained, acquired and retained ancestral and Haitian governmental properties and assets intended for the benefit of Plaintiff’s ancestors and Plaintiff, and Defendants further obtained Haitian government’s monies, taxes, and fee revenues, and other properties by threats, violence, or deception, to the detriment of Plaintiff and the government of Haiti, and retention of these benefits and properties deeply violates fundamental principles of justice, equity, and good conscience.

69. Throughout several decades, upon information and belief, beginning in or around 1825 until around 1947, Defendants CIC/CFCM and Defendants CITI/CITIBANK, together and/or separately, and through a combination of force, violence, coercion, lies, and deception, stole, took, pilfered, misappropriated and otherwise unlawfully acquired large amounts of Haiti’s national revenues and citizens’ properties and monies including from direct deposits, taxes, import and export fees and duties, and other financial assets belonging to the Haitian government and the people of Haiti intended to be used for healthcare, nutrition, education, infrastructure, the environment, clean water, electricity, business and agricultural development, and infrastructural

projects and intended to benefit Plaintiff's growth and development as a child and a minor growing up in Cap-Haitien, Haiti.

70. Defendants further forcibly, at gun point or by threat of violence, overt and covert, coercive and aggressive means, physically and without authorization, removed gold bars in or about December 17, 1914 in the amount of \$500,000 belonging to the Haitian government and its people, at the expense and to the detriment of Plaintiff as a minor and an intended beneficiary child growing up in Cap-Haitien, Haiti.

71. Defendants' retention of those stolen funds and properties belonging to the government and the people of Haiti has resulted in extensive and significant deprivation, harm and injury to Plaintiff, the government, the environment, and the people of Haiti, in the form of substandard schools and educational facilities, which prevented normal education for Plaintiff's ancestral lineage and Plaintiff, lack of roads and other transportation infrastructure which hampered and prevented commerce and the movement of goods and people, lack of clean water which caused widespread diseases, lack of emergency services which caused millions of death in the general population during routine natural disasters, lack of power and electricity which hindered scientific and other societal progress and thus resulted in frequent famines and other serious problems for Plaintiffs' direct ancestral lineage and ultimately Plaintiff himself.

72. By contrast, during the relevant period, while the new nation of Haiti descended into chaos and poverty, including political and governmental dysfunction largely caused by Defendants, Defendant CITIBANK became the first bank in the United States of America to reach one billion dollars in assets in 1919 at the apex of its financial exploitation of Haiti, and while Defendant CITIBANK was actively engaged in unlawfully collecting, taking, misappropriating and misdirecting nearly 90% of Haiti's GDP toward its own use and profit.

73. Defendant CITIBANK has since continued to prosper and flourish financially even to this day as one of the top three largest and most prosperous banks in the U.S., a significant part of which was achieved and obtained through the massive transfer of wealth from the Haitian government and individual Haitian citizens, including Plaintiff's grandparents, parents, and Plaintiff as legal descendent and successor-in-interest to said ancestors.

74. Defendant CIC, which during the relevant period was a French government-owned entity, and its parent CFCM, are also now among the largest financial conglomerates in the world, and upon information and belief, have acknowledged their involvement in the acts herein alleged.

75. A significant part of their success can also be traced, as reported by the New York Times, to the massive transfer of wealth from the Haitian government, individual Haitian citizens, including Plaintiff's grandparents, parents, and therefore Plaintiff himself as one of their legal descendants and successors-in-interest.

76. Due to the long, extensive and multi-generational efforts made by Defendants to hide and conceal the alleged offenses and wrongful acts, and due to the violent, unusual, unprecedented, extraordinary, oppressive, far-reaching, illegal and historic consequences of the conduct as well as their still current and on-going harmful effects, any possible defenses or assertions regarding Plaintiff's standing or statute of limitations defenses are equitably outweighed in favor of the application of the common law doctrines of equitable estoppel, equitable tolling, and/or the continuing harm exception against such defenses, as in previous Japanese internment and holocaust cases so as to prevent such an epic, historic and unprecedented injustice, described as "*the greatest heist in history*," from remaining unrectified in the annals of legal and world history.

COUNT II – BREACH OF FIDUCIARY DUTY
Defendants Violated their Duties of Loyalty and Care by Failing to Manage
Assets and Benefits Entrusted to Their Care in Plaintiff’s Best Interest

77. Plaintiff realleges and incorporates by reference each of the preceding paragraphs and allegations as if fully set forth in this Count.

78. Upon information and belief, Defendants presented and held themselves out as international banking and financial advisors, assisted by the military might of the United States government and that of France. By threats of violence and actual violence, by force and military actions, invasions, diplomatic coercion, ultimatums, and other unlawful means and methods, Defendants imposed and appointed themselves throughout Haiti, locally and nationally, directly and indirectly, without meaningful mutual consent, as sovereign authorities, financial advisors, asset and money managers to the Haitian government and the Haitian people.

79. Defendant CITIBANK by and through its executives, employees, agents, associates, collaborators, proxies and partners had a fiduciary duty, i.e. a duty of care and a duty of loyalty to their putative beneficiaries: the government of Haiti, the people of Haiti, and ultimately to related third-party beneficiaries including Plaintiff’s parental lineage then living and paying fees and taxes during the relevant time, and thus to Plaintiff as their successor-in-interest.

80. Defendants were required to act in the best interest of their beneficiaries, in a faithful, loyal and trustworthy manner, and to manage the properties and monies, and deal fairly and in good faith for the benefit of Plaintiff’s grandparents, parents, and ultimately, Plaintiff when communicating and acting within the scope of their duties, and when managing the said property entrusted in their care.

81. Defendants breached Plaintiff’s and other beneficiaries’ trust and fiduciary duties owed, and specifically Defendants breached their duty of loyalty, and duty of care to their putative

beneficiaries, and ultimately Plaintiff as their successor-in-interest beneficiary by lying, deceiving, extorting, taking, misdirecting and appropriating funds for themselves.

82. Defendants, together and separately, comingled, stole, pilfered, pocketed, misused, abused, embezzled, extorted, took, appropriated, misappropriated, mishandled, overcharged and converted money, gold, and other assets overtly or covertly, in their care and used them as their own while acting as sovereign authorities and financial managers for Haiti.

83. Defendants further failed to adhere to their obligations of good faith and fair dealing in their routine obligations and communications with the Haitian government and third-party beneficiaries, and routinely added non-existent services, misappropriated and stole general revenues, import/export revenues, fees, and taxes collected and entrusted to their care, while simultaneously acting solely for their own benefit and in their own self-interest, to the extreme detriment of Plaintiffs grandparents, parents, and ultimately Plaintiff as putative third-party and intended beneficiaries under Defendants obligations.

84. Therefore, due to the long, extensive and multi-generational efforts made by Defendants to hide and conceal the alleged offenses and wrongful acts, and due to the violent, unusual, unprecedented, extraordinary, oppressive, far-reaching, illegal and historic consequences of the conduct as well as their still current and on-going harmful effects, any possible defenses or assertions regarding Plaintiff's standing or statute of limitations defenses are equitably outweighed in favor of the application of the common law doctrines of equitable estoppel, equitable tolling, and/or the continuing harm exception against such defenses, as in previous Japanese internment and holocaust cases, so as to prevent such an epic, historic and unprecedented injustice, described as "*the greatest heist in history*," from remaining unrectified in the annals of legal and world history.

COUNT III – CONSTRUCTIVE TRUST
Defendants Violated the Haitian People’s Trust and Confidence by Taking
and Appropriating Plaintiff’s Property Entrusted in Their Care and Used
Said Benefits in Their Self-Interest and as Their Own.

85. Plaintiff realleges and incorporates by reference each of the preceding paragraphs and allegations as if fully set forth in this Count.

86. A Constructive Trust is an equitable remedy that a court imposes against one who has obtained property by wrongdoing to prevent unjust enrichment. It is the formula through which the conscience of equity finds expression. Black’s Law Dictionary (Eighth Ed. 2004).

87. Defendant CITIBANK was a bank which, by and through its corporate executives, employees, agents, representatives, associates and partners, and by dubious, deceitful, coercive and violent means and methods, self-imposed and took over the management and administration of the financial affairs of the government and people of Haiti between 1910 and 1947, and wrongfully and unlawfully stole, acquired, converted and misappropriated funds in its care and trust, amounting to tens of billions of dollars between around 1910 until around 1947.

88. Defendants CIC and CITIBANK knew that they were managing property and monies belonging to the government and people of Haiti and were therefore required to manage those assets and act in the best interest of Haiti and Haitians. Defendant knew that the putative beneficiaries of the monies they were managing and stealing were intended by the government of Haiti to ultimately provide infrastructural, emergency and other public services intended to directly benefit the Haitian citizenry including Plaintiff’s grandparents, parents, and Plaintiff. Defendant CIC and CITIBANK still willfully and knowingly stole, pilfered, embezzled, comingled, converted, and otherwise misappropriated and kept the majority of the said Haitian funds entrusted in their care.

89. Therefore, due to the long, extensive and multi-generational efforts made by Defendants to hide and conceal the alleged offenses and wrongful acts, and due to the violent, unusual, unprecedented, extraordinary, oppressive, far-reaching, illegal and historic consequences of the conduct and their still current and on-going harmful effects, any possible defenses or assertions regarding Plaintiff's standing or statute of limitations defenses are equitably outweighed in favor of the application of the common law doctrines of equitable estoppel, equitable tolling, and/or the continuing harm exception against such defenses, as in previous Japanese internment and holocaust cases so as to prevent such an epic, historic and unprecedented injustice, described as "*the greatest heist in history*," from remaining unrectified in the annals of legal and world history.

COUNT IV – MALICIOUS INTERFERENCE WITH INHERITANCE AND ECONOMIC BENEFITS

Defendants Intentionally and Maliciously, without Justification, Violated Plaintiff's Rights to Inherit and Obtain Economic Benefits Intended for Plaintiff by His Ancestors and by the Government of Haiti

90. Plaintiff realleges and incorporates by reference each of the preceding paragraphs and allegations as if fully set forth in this Count.

91. Throughout the relevant period, Defendants' actions by and through their executives, employees, representatives, agents, associates, partners, and proxies, intentionally, maliciously, and without right or justifiable cause, unlawfully interfered with Plaintiff's rights to inherit from his grandparents and parents, or to obtain intended benefits from his local and national government, and thus causing substantial damage, injury, and loss to Plaintiff.

92. Defendants CIC and CITIBANK, having forcibly and violently imposed themselves as the government and representatives for the people of Haiti, by and through coercive

means and methods, as international managers, administrators, providers and purveyors of banking and financial management and advisory services, then breached their putative fiduciary duty by constant and continuous theft, deception, self-dealing, appropriation, misappropriation, misuse, embezzlement, and conversion of Haitian funds in their care.

93. Defendant CITIBANK further breached their fiduciary duty by aligning themselves as partners and business associates with the interests of adversarial foreign entities like CIC and BUP and other institutions against the interests of their putative Haitian clients and depositors, the Haitian government and the Haitian people while still managing their financial affairs.

94. Defendant CITIBANK further knew that the terms of the so-called Independence Debt held by the French institutions (CIC et al.) were unconscionable, odious, and oppressive, and were not obtained freely but through violence, coercion, and duress, including a vast and unfair power imbalance between Haiti and France at the inception of the loans.

95. Still, Defendant CITIBANK willfully, knowingly, and unlawfully proceeded to engage in those self-dealing actions, associations, and partnerships with France and CIC, much to the detriment of their putative Haitian depositors and clients and in violation of their fiduciary duties.

96. Therefore, due to the long, extensive and multi-generational efforts made by Defendants to hide and conceal the alleged offenses and wrongful acts, and due to the violent, unusual, unprecedented, extraordinary, oppressive, far-reaching, illegal and historic consequences of the conduct as well as their still current and on-going harmful effects, any possible defenses or assertions regarding Plaintiff's standing or statute of limitations defenses are equitably outweighed in favor of the application of the common law doctrines of equitable estoppel, equitable tolling,

and/or the continuing harm exception against such defenses, as in previous Japanese internment and holocaust cases so as to prevent such an epic, historic and unprecedented injustice, described as “*the greatest heist in history*,” from remaining unrectified in the annals of legal and world history.

COUNT V – UNCONSCIONABILITY

The Common Law Equitable Doctrine of Unconscionability Renders the 1925 Haitian Independence Debt Void and Unenforceable Due to the Threats, Violence, Power Imbalance, Coercion and Duress Surrounding Its Signing

97. Plaintiff realleges and incorporates by reference each of the preceding paragraphs and allegations as if fully set forth in this Count.

98. The United States Supreme Court has defined common law unconscionability as “a bargain such that no man in his sense and not under any delusion would make ... and no honest and fair man would accept from another.” *Hume v. United States*, 132 U.S. 406 (1888).

99. Defendants, through their entire tenure and involvement in obtaining and supposedly managing Haiti’s finances, not only engaged in unconscionable ultimatums and coercion by imposing their one-sided decisions and unreasonable demands on the Haitian people and the Haitian government by duress, threats of violence, actual violence and military actions, but also by charging oppressive and predatory terms and fees that were so excessive and ridiculously unfair that no one in their senses and not under delusion or threat would accept.

100. Haiti signed the 1825 French Ordinance and the subsequent 1838 *Traité d’Amitié* (Friendship Treaty) under the explicit threat of French guns pointed at its shores. And further, Haiti signed virtually all the agreements, accords, memorandums of understanding with Defendant CITIBANK either for loans, payments, or financial services related to the French ultimatum or other CITIBANK advisory services under similar express and implied threats of military action

and invasion, or under actual military occupation by the United States' government, which makes them unconscionably and irreparably flawed and void.

101. Thus, any statute-of-limitations defenses or rights that could possibly have been invoked under normal circumstances should be equitably tolled, at best, and declared non-existent under the equitable estoppel doctrine due to the extraordinary and uniquely violent and coercive nature of these perfunctory deals, transactions, and/or agreements made by Haiti with any of the Defendants.

102. Therefore, due to the long, extensive and multi-generational efforts made by Defendants to hide and conceal the alleged offenses and wrongful acts, and due to the violent, unusual, unprecedented, extraordinary, oppressive, far-reaching, illegal and historic consequences of the conduct as well as their still current and on-going harmful effects, any possible defenses or assertions regarding Plaintiff's standing or statute of limitations defenses are equitably outweighed in favor of the application of the common law doctrines of equitable estoppel, equitable tolling, and/or the continuing harm exception against such defenses, as in previous Japanese internment and holocaust cases so as to prevent such an epic, historic and unprecedented injustice, described as "*the greatest heist in history*," from remaining unrectified in the annals of legal and world history.

COUNT VI – CONVERSION
Defendant Violated Plaintiff's Rights by Appropriating, Stealing, Taking by
Force or Deception, or Exercising Complete Control and Dominion Over
Specific, Segregated, and Identifiable Property Belonging to Plaintiff

103. Plaintiff realleges and incorporates by reference each of the preceding paragraphs and allegations as if fully set forth in this Count.

104. Defendant CITIBANK was a banking institution that took over by coercive means the management and administration of the financial affairs of the Haitian government and the Haitian people. Defendant therefore was in possession of large amount of funds and financial assets belonging to the Haitian people and the Haitian government. Defendant CITIBANK knew that these assets did not belong to them and belonged to the government and the people of Haiti. Defendant throughout the relevant period consistently stole specific, segregated, and identifiable funds and monies from specific taxes, customs fees and duties, and administrative fees.

105. Defendants together further stole specific, segregated, and identifiable national revenue funds from the Railroads of Haiti entrusted to their care as well as customs-derived duties, fees, and other revenue streams. Defendants, thereby, deprived Plaintiff, the Haitian government, and the Haitian people of the possession, use, and intended benefits of those funds and assets for more than a century, resulting in significant harm to Plaintiff.

106. Defendant CITIBANK willfully, knowingly, unlawfully and without authorization took, stole and converted said property belonging or intended for Plaintiff and/or the government of Haiti by stealing and keeping in 1914 \$500,000 in gold bars without authorization from the Haitian government's vault and by secreting through installment payments and other means a large portion of the funds under its management for its own corporate interests and purposes.

107. Defendant CITIBANK thereby deprived the Haitian people, Plaintiff's parental lineage and Plaintiff as their successor-in-interest while he was a minor growing up in Haiti, and the Haitian people, of the intended benefits of those funds for healthcare, nutrition, education, transportation, clean water, electricity, public safety, and other necessary developmental infrastructure for a safe and healthy future.

108. Therefore, due to the long, extensive and multi-generational efforts made by Defendants to hide and conceal the alleged offenses and wrongful acts, and due to the violent, unusual, unprecedented, extraordinary, oppressive, far-reaching, illegal and historic consequences of the conduct and their still current and on-going harmful effects, any possible defenses or assertions regarding Plaintiff's standing or statute of limitations defenses are equitably outweighed in favor of the application of the common law doctrines of equitable estoppel, equitable tolling, and/or the continuing harm exception against such defenses, as in previous Japanese internment and holocaust cases so as to prevent such an epic, historic and unprecedented injustice, described as "*the greatest heist in history*," from remaining unrectified in the annals of legal and world history.

COUNT VII – ILLEGAL CONTRACT

The Slavery-Related Connection Rendered Haiti's Independence Debt Void and the Payments Illegal as Against International Law and Public Policy Due to the Illegality of the Subject Matter at the Time it Was Acquired by CITI

109. Plaintiff realleges and incorporates by reference each of the preceding paragraphs and allegations as if fully set forth in this Count.

110. In 1825 the French Ultimatum was against contemporary French and international law and public policy. Therefore, an international agreement based on the exchange of money for the value of slaves as was listed in King Charles X's Ultimatum and the related financing and debt agreements, constituted slave trading and thus was void.

111. According to Black's Law Dictionary, international human rights law considers certain acts as *jus cogens*, including genocide, piracy, slavery and slave trading, human trafficking, murder, torture, and thus unlawful internationally regardless of specific treaties or laws within countries permitting them.

112. The history of the abolition of slavery in the 19th Century began in England in 1807. The First Treaty of Paris began the process internationally and was continued in the Second Treaty of Paris in 1815 before the Congress of Vienna which condemned slave trade as inconsistent with the practices of civilized nations. French law universally outlawed slavery and slave trading in 1823. Thus, the 1825 Ordinance of King Charles X that imposed the slavery-related Independence Debt on the people and the government of Haiti was created illegally under French law and under international law, which makes it void and unenforceable in France, and internationally across the globe, including its later acquisition by the NATIONAL CITY BANK.

113. In addition to the fact that the subject of the underlying agreement, i.e. payments to avoid re-enslavement, was illegal, and against public morals, Defendant CITIBANK and its American partners themselves subsequently acquired the Haitian Independence Debt from their French partners and international associates by means and methods that were inherently violent in nature, pushed and enforced through the military might of the United States, thus obtained non-consensually, coercively and illegally, rendering it void per se under all contract principles.

114. Defendant CITIBANK willfully and knowingly assisted, collaborated, enforced, aided and abetted the French government, the French banks and other European associates who made the initial loans to finance the initial underlying Ultimatum, in the administration, enforcement and implementation of the said Haitian Independence Debt agreements and in the collection of installment payments made under those illicit deals until 1947.

115. Thus, all the payments collected by France, French banks, and by Defendant CITIBANK through the subsequent acquisition of those related Independence Debt loans throughout the entire period of 1825 to 1947, were illegal and void from the start, and must therefore be disgorged.

116. Furthermore, due to the long, extensive and multi-generational efforts made by Defendants to hide and conceal the alleged offenses and wrongful acts, and due to the violent, unusual, unprecedented, extraordinary, oppressive, far-reaching, illegal and historic consequences of the conduct as well as their still current and on-going harmful effects, any possible defenses or assertions regarding Plaintiff's standing or statute of limitations defenses are equitably outweighed in favor of the application of the common law doctrines of equitable estoppel, equitable tolling, and/or the continuing harm exception against such defenses, as in previous Japanese internment and holocaust cases so as to prevent such an epic, historic and unprecedented injustice, described as "*the greatest heist in history*," from remaining unrectified in the annals of legal and world history.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays the court for the following relief against all defendants, jointly and severally:

- A. Award appropriate declaratory relief including a declaration and judgment that Defendants' conduct violated the laws and offended the equitable doctrines alleged in the Complaint.
- B. Award Plaintiff equitable relief requiring restitution and disgorgement of all monetary and other benefits taken and wrongfully retained by Defendants during the relevant period.
- C. Award equitable relief for compensatory damages and harm suffered by Plaintiff's forebears, the Haitian government and Haitian citizens throughout the relevant period and still continuing to this day.

- D. Award Plaintiff, the citizens and the government of Haiti equitable relief in the form of a constructive trust funded by Defendants, held and managed within the United States, toward building, rebuilding and maintaining the national infrastructure of Haiti.
- E. Award Plaintiff equitable relief requiring Defendants to make donations to Haitian causes through IRS-approved charity and civic organizations throughout the United States.
- F. Award Plaintiff such court costs and litigation expenses as are available under applicable laws.
- G. Award such other and further relief and remedy as it deems necessary, proper, and just.

Respectfully submitted,

/s/Harold J. Eustache Sr.

Harold J. Eustache Sr.

Maryland Bar No. 0712110234

U.S. District Court Bar No. 20974

EUSTACHE LAW OFFICE - MARYLAND

400 East Pratt Street – Suite 800

Baltimore County

Baltimore, Maryland, 21202

Office: (410) 627-8700

Cellular: (410) 303-7088

Email: Harold@EustacheLaw.com

PERSONAL RESIDENCE:

3844 Carl Parmer Drive

Harrisburg, North Carolina 28075

Attorney and Plaintiff Pro Se



Nº 9870 D

Some Privacy Information Redacted

(Décl. PERE)

ACTE DE NAISSANCE

LIBERTE

EGALITE

FRATERNITE

REPUBLIQUE D'HAITI

No. 458

Age de L'an mil neuf cent [redacted] An 1450e de l'Independance et le [redacted]

Naissance treize Aout à trois heures et demie du soir

de Par devant Nous Dorcély François

Jean-Robert
Harold
Eustache
né [redacted]
Officier de l'Etat Civil de la Commune du Cap-Haitien, section Nord
soussigné;

A comparu le sieur Alexis Joseph Eustache, sergent Arméed'Haiti
demeurant et domicilié à Cap-Haitien

Lequel nous a présenté un enfant du sexe masculin qu'il nous a déclaré être s. un
fils légitime né à Cap-Haitien le [redacted]

mil neuf cent [redacted] à six heures du matin
de la dame Francis Bélizaire, son épouse, couturière, majeure

demeurant et domiciliée à Cap-Haitien

Auquel enfant il a donné les prénoms de " Jean-Robert-Harold Eustache "

Dont acte fait en notre Bureau, Rue B. -16 en présence de 5 sieurs

Laguerre Desrosiers et de Louise Christolin

tous deux majeurs, demeurant et domiciliés à Cap-Haitien

témoins choisis et amenés par le comparant.

Après lecture faite par Nous du présent acte, l'avons signé avec le comparant

Reçus de l'Administration Générale des Contributions, au No. [redacted] Série [redacted]



Signé: [Signature]

Obs.—Ce livret n'est valable et ne sera visé par le Département de l'Intérieur que s'il porte le Sceau et la signature d'un Receveur de Fonds de l'Administration Générale des Contributions pour l'acquit de la Taxe.

Direction Générale des Contributions

Passport délivré à :

M. J. Robert Harold Eustache

Appert Récépissé No. 5977 émis le 17-1-72

Montant perçu Gdes 1132

Durée de validité _____ An

En lettres
Agent ou Receveur de Fonds



CE PASSEPORT CONTIENT
32 PAGES

MR République d'Haïti

Passport

No. 1713A-72

Nous Lucien J. Combrenne

Secrétaire d'Etat de l'Intérieur et de la Défense Nationale délivrons passport à

M. Jean Robert Harold Eustache

de Nationalité Haïtienne, accompagné de son épouse née _____ et de

_____ enfant mineur

Prions les autorités constituées des Puissances Amies de la République d'Haïti de lui prêter aide et protection.

Fait à la Secrétairerie d'Etat de l'Intérieur, à Port-au-Prince, ce jour d'hui 17-1-72 an 169^e de l'Indépendance.

Secrétaire d'Etat de l'Intérieur et de la Défense Nationale





EXHIBIT



True Copy of Original Document

Some Privacy Information Redacted

SIGNALEMENT DU TITULAIRE

NOM ET PRENOM <i>EUSTACHE Joseph Arméus</i>		ETAT CIVIL <i>Marie</i>
DATE DE NAISSANCE <i>1925</i>	ADRESSE <i>Rue de Placide # 17 bis</i>	
LIEU DE NAISSANCE <i>Milot</i>	RESIDENCE <i>P-su-Pce</i>	
SIGNES PARTICULIERS <i>Néant</i>	TAILLE <i>1m70</i>	
OBSERVATIONS <i>Le passeport remplace l'ancien au n° [redacted]</i>	POIDS <i>142 lbs</i>	
	CHEVEUX <i>Grisonnants</i>	
DELIVRE LE <i>06 - 03 - 1986</i>	YEUX <i>Noirs</i>	
A <i>P-su-Pce</i>		
DATE D'EXPIRATION <i>05 - 03 - 1991</i>		

SIGNALEMENT DE SA FEMME

NOM ET PRENOM		NOM DE JEUNE FILLE
DATE DE NAISSANCE	ADRESSE	
LIEU DE NAISSANCE	RESIDENCE	
SIGNES PARTICULIERS	TAILLE	
OBSERVATIONS	POIDS	
	CHEVEUX	
DELIVRE LE	YEUX	
A		
DATE D'EXPIRATION		

INQUIRY INTO OCCUPATION AND ADMINISTRATION OF HAITI AND SANTO DOMINGO

HEARINGS

BEFORE A

SELECT COMMITTEE ON HAITI AND SANTO DOMINGO UNITED STATES SENATE

SIXTY-SEVENTH CONGRESS

FIRST SESSION

PURSUANT TO

S. RES. 112

AUTHORIZING A SPECIAL COMMITTEE TO INQUIRE
INTO THE OCCUPATION AND ADMINISTRATION OF
THE TERRITORIES OF THE REPUBLIC OF HAITI
AND THE DOMINICAN REPUBLIC

—
PART 2
—

October 4 to November 16, 1921.

Printed for the use of the Select Committee
on Haiti and Santo Domingo

WASHINGTON
GOVERNMENT PRINTING OFFICE
1921

9. C. 2. 3 / 10 / 2 2

INQUIRY INTO OCCUPATION AND ADMINISTRATION OF HAITI AND SANTO DOMINGO.

TUESDAY, OCTOBER 4, 1921.

UNITED STATES SENATE,
SELECT COMMITTEE ON HAITI AND SANTO DOMINGO,
Washington, D. C.

The committee met pursuant to adjournment at 10.30 o'clock a. m., in the committee room, Capitol, Senator Medill McCormick presiding.

Present: Senators McCormick (chairman), Oddie, and Pomerene.

Also present: Mr. Ernest Angell, representing the Hati-Santo Domingo Independence Society, the National Association for the Advancement of Colored People, and the Union Patriotique D'Haiti; Mr. Horace G. Knowles, representing the Patriotic League of the Dominican Republic and the deposed Dominican Government; and Mr. Roger L. Farnham, representing the National City Bank of New York City.

STATEMENT OF MR. ROGER L. FARNHAM, VICE PRESIDENT NATIONAL CITY BANK, NEW YORK, N. Y.

The CHAIRMAN. Mr. Farnham, will you please give your full name?

Mr. FARNHAM. Roger L. Farnham.

The CHAIRMAN. Give your connection with the National City Bank and your business.

Mr. FARNHAM. Vice president National City Bank, New York.

The CHAIRMAN. And your business interests are those of the Bank in Haiti?

Mr. FARNHAM. Yes.

The CHAIRMAN. You may go to any length you choose on that subject.

Mr. FARNHAM. As to the position of the bank, you mean?

The CHAIRMAN. How does it come that the bank is interested in Haiti, or the National Bank of Haiti, and to what extent is it interested?

Mr. FARNHAM. In 1910 the old National Bank of Haiti was reorganized in connection with a new Government loan taken by some French bankers.

Senator POMERENE. Was that a private bank?

Mr. FARNHAM. Yes; that was a private bank, which had had a contract to act as treasury of the Haitian Government. But due to some internal difficulties and bad management, the bank had practically failed, and it was reorganized with a strong group of French bankers behind it, and in connection with that reorganization a new contract was made between the Haitian Government and the bank, under which contract the bank was to make certain annual loans to the Government, for purposes of the budget, and it also was to act as the treasury of the Government, receiving all revenues—not collecting any, but receiving them—and paying out all disbursements for account of the Government.

Senator POMERENE. That was prior to 1910?

Mr. FARNHAM. No; I am reciting the subject of the 1910 contract.

Also under that contract the bank was to be the bank of issue of the currency of the country.

For some reason, Senator Knox, who was then Secretary of State here, intervened in the matter, and objected to the contract as it originally was drawn, saying that it was very onerous to the Haitian people, and also he felt that some American banking interests ought to be represented. He did not favor the preponderance of French interests, and at his request several bankers from New York visited Washington and discussed the matter with him. The result

106 INQUIRY INTO OCCUPATION OF HAITI AND SANTO DOMINGO.

was that the National City Bank of New York, Messrs. Speyer & Co., Hallgarten & Co., and Ladenburg Thalmann & Co. each became subscribers to 2,000 shares of the capital stock of the company, which is a French organization operating under a French charter.

The capital stock was 40,000 shares. Out of that the National City Bank acquired 2,000 shares, and the other interests, respectively, 2,000 shares each. Those shares represented 125 francs paid in, the par value being 500 francs. At the same time the German bank, Berliner Handel Gelselschaf, acquired 2,000 shares.

The changes which Senator Knox, then Secretary of State, brought about in the original contract, were quite to the benefit of the Haitians. From that time on the bank has been conducted as a French institution, with, I think, three Americans on the board of directors, but the practical management of the bank was from Paris. The American directors had practically little to do. The bank has its principal office in Port au Prince, and nine branches or agencies throughout the country.

That situation continued until the time of the American intervention in Haiti in 1915 or perhaps a short time before that, when, because of the World War, the French people were so taken up with matters at home that they asked the American directors to assume the management of the affairs of the bank, and from that time on the active management has been from New York rather than from Paris, although the board was continued in Paris and was consulted from time to time.

Shortly after the European war broke out Secretary of State Bryan, in several interviews, suggested the advisability of the American interests acquiring the French shares in the bank, and making it an American bank. That suggestion was repeated from time to time, and after some extended conferences, I think in 1917, just before the United States entered the war, the National City Bank purchased the stock held by the other three American parties, Hallgarten, Speyer, and Ladenburg Thalmann, so that that gave the National City Bank about 8,000 shares of stock in the bank, out of 40,000 shares.

Senator POMERENE. At 500 francs per share?

Mr. FARNHAM. Yes; par value, of which 125 francs had been paid in. The stock of the bank never was issued, never has been issued. An inscription was made on the books of the bank in Paris, stating the fact of the subscription, and each participant was issued a certificate.

Senator POMERENE. Well, your subscribers were without the evidence—

Mr. FARNHAM. Except in the form of a certificate.

About a year and a half ago, after several suggestions from the State Department, negotiations were entered into, with the result that the National City Bank purchased all the assets of the French institution.

Senator POMERENE. Including the German interests?

Mr. FARNHAM. All, yes, all of the assets. Under the circumstances, Senator, it was rather difficult to buy the stock. At a shareholders' meeting held in Paris, where all the shareholders were represented—and there were about 6,000 shareholders of the bank altogether—it was voted to accept the offer of the National City Bank, which was \$1,400,000.

Senator POMERENE. Let me understand that. Do I understand you to say all the shareholders? Does that include the German shareholders who were there?

Mr. FARNHAM. Yes; all shares of the German bank had been seized by the French Government, and the French Government acted in that matter.

The CHAIRMAN. Who was Secretary of State at that time?

Mr. FARNHAM. At the time we made the offer for the assets?

The CHAIRMAN. Yes.

Mr. FARNHAM. I think Mr. Lansing. The bank paid \$1,400,000, the understanding being that the assets would be transferred to a new company which the National City Bank would create; the French company would be discontinued, the charter surrendered, and the money would be distributed to the shareholders. That has not been carried out because it has been impossible to obtain from the Haitian council of state its approval for the transfer of the contract between the Haitian Government and the French bank to the new organization. The Haitians agreed to do it. Their minister and representatives went over the matter here in Washington at the State Department and signed their assent to the transfer, requesting that the new corporation, if we could see our way to do it, should be a Haitian corporation rather than an

the same title as now exists, the Banque Nationale Republique d'Haiti, but up to now it has been impossible to get the approval of that Government to the transfer of the contract, and so we are continuing the bank under the actual ownership of the National City Bank, but under the French charter, and with the French officials and directors remaining as they have been. Mr. Poirson, the vice president of the Banque Un'on Parisien, is president and I am vice president. The board is equally divided between French and Americans. That is the only interest the National City Bank has in Haiti, and all that it ever has had.

Senator POMERENE. You are continuing your operations down there just as heretofore.

Mr. FARNHAM. We are continuing operations as a bank; yes, sir. We have carried out the obligations of the contract; from time to time we have made advances to the Haitian Government, so that the obligations of the Government to the bank to-day amount to \$1,733,154. I forget the exact cents.

Senator POMERENE. What are your assets?

Mr. FARNHAM. That we hold a note of the Haitian Government for, which is at the approval of the State Department here, and bears the signature of the American financial adviser. That note is due and payable on the 31st of December of this year. It was made two years ago.

Senator POMERENE. What are the total assets of the bank?

Mr. FARNHAM. Of the Haiti Bank?

Senator POMERENE. Yes.

Mr. FARNHAM. We have just had an examination made. They are approximately a million and a half, with the note of the Haitian Government.

Senator POMERENE. In addition to that?

Mr. FARNHAM. No; including that.

The CHAIRMAN. Perhaps I might ask here, in order that the information might be in the record, what other banking institution is there in Haiti, and how many branches has it?

Mr. FARNHAM. The Royal Bank of Canada, a British bank, is there. It has an office in Port au Prince, one at Aux Cayas, and one at Cape Haitien.

The CHAIRMAN. What relation, if any, is there between the National City Bank, its stockholders, and the railways built under the so-called McDonald concessions?

Mr. FARNHAM. The National City Bank did not have and never has had any interest in that railroad except a loan of \$500,000 made to the contracting company building the railroad, the bank receiving as collateral for that loan, \$870,000 and some odd, of the bonds of the railroad company. That is the only interest the National City Bank has ever had in the railroad. The railroad was financed by a syndicate gotten up by W. R. Grace & Co., and the control of the capital stock of the railroad is with that syndicate. In that syndicate—the Grace Syndicate, so-called—one of its subscribers is the Ethelburga Syndicate, an English institution which owns 50 per cent of the capital stock of the railroad, so that the ownership of the railroad is divided equally between the English interests and a group of Americans. I think there are 12 in the American group. The stock never was issued to the public. It has always been held by the group.

The CHAIRMAN. That was one of those English interests which makes a business of investing in the enterprises and utilities of undeveloped countries, I take it?

Mr. FARNHAM. Yes.

The CHAIRMAN. Will you indicate where this railroad is on the map?

Mr. FARNHAM. The railroad runs from Port au Prince, following practically that red line out to the shore there, and from here out to that point, St. Marc. It runs from Gonaives to a place called Ennery; and from Cape Haitien to a place called Bahon. It is in three sections. The original plan was to bring it way down here into this country [indicating on map], and so on below the Artibonite River, until it got to St. Marc, but that is practically an impossible proposition on account of the mountains. It can be brought over the mountains here at Bahon, and come in through here, and the engineers have been trying to find some way to get across this range of mountains here.

Senator POMERENE. This is all Greek to me. You say there are three sections. Are they not connected?

Mr. FARNHAM. No; not at all. They were built at the same time. One section was started here and another section here. [Indicating on map.]

18 INQUIRY INTO OCCUPATION OF HAITI AND SANTO DOMINGO.

In November, 1920, it was the President of the Haitian Republic himself who, in a striking declaration made to the correspondents of American newspapers who had followed in Haiti the naval court of inquiry presided over by Admiral Mayo, formulated the grievances of the Haitian Government with regard to the nonexecution of the convention of September 16, 1915.

After recalling the aims of American intervention in Haiti, such as they were indicated in the preamble of the treaty of September 16, 1915; that is to say, (a) maintenance of public peace, and (b) establishment of the finances on a sound basis and the economic development of Haiti, M. Dartiguenave made points indicated subsequently. (1) As to the matter of general peace, he had hoped that the commission of inquiry presided over by Admiral Mayo would try to find out how the Americans charged with maintaining this peace understood and accomplished their mission. M. Dartiguenave had granted his interview to the American journalist while the naval court of inquiry was being held at Port au Prince, and he had doubtless been unwilling, in communicating his opinions as chief of the Haitian Government, to appear to exercise any influence on the work of this court. He received no report either from the gendarmerie, of which he was legally commander in chief, or from the occupation. This is what he said on this subject:

" * * * Article 103 of the Constitution, in the third paragraph, provides that a law shall establish in the communes and provinces [Haitian] civil officials who are to represent directly the executive power. It is impossible for the Haitian Government to have these civil officials, because the American minister and the financial adviser have refused the appropriations, however small, for salaries for these positions, in consequence of which the executive power has no special agent to report to him—the gendarmerie making no reports on general conditions in the country, except to the chief of the occupation.

" If a paid official reports to the executive power, his salary is cut off if indeed he is not arrested and tried by court-martial, whether he be judge, a Government commissioner, or a mayor [magistrat communal], and this happens in contravention of the law and articles 101 and 102 of the constitution."

Regarding the aid which the Government of the United States had solemnly promised to the Haitian people for the improvement of their finances, their economic development, and the prosperity of the Republic, the declaration of the President of Haiti are as follows:

" * * * No effective aid has been brought to Haiti for the development of its agricultural and industrial resources, and no constructive measure has been proposed, for the purpose of placing its finances on a really solid basis.

" By the terms of article 2, paragraph 2, of the convention, the President of Haiti appoints, upon the nomination of the President of the United States, a financial adviser who will be an official attached to the ministry of finance. The adviser is, then, a Haitian official paid \$10,000 (American gold) annually by the Haitian public treasury. But in reality the financial adviser is not responsible to the Haitian Government. On the contrary his actions indicate his purpose to subject it to his will.

" Numerous facts show the omnipotence which the financial adviser arrogates to himself. Nothing more strikingly illustrates this than the confirmation by the financial adviser, with the support of the American minister, of the salaries of the President of the Republic, the State secretaries, and the members of the legislative council, because the Government had refused to insert in the contract of the National Bank of Haiti (which is controlled by the National City Bank of New York), a clause prohibiting the importation into Haiti of foreign gold coins, which the financial adviser wanted to force upon them. He also prevented the voting of the budget, contrary to the provision of the Haitian constitution.

" Article 2 of the convention says: 'The financial adviser shall draw up an adequate system of public accounting.' We are still waiting for this new system which was to simplify the accounts of the State. Instead of introducing such a system, the financial adviser demanded the abolition of an old Haitian institution, the audit office (chambre des comptes). In spite of all the promises of the Government to reestablish this indispensable organization, the financial adviser persistently refused to have it done. Consequently there is no way for the Haitian people to control its finances, which are entirely in the hands of American officials of the treaty.

" Article 2 of the convention says also: 'The financial adviser shall endeavor to increase the revenues.' The financial adviser has so far proposed nothing

Yet by 1874, Haiti had paid down all but 12 million francs of its double debt to France, in large part through coffee taxes. To finish off the rest — and finally invest in the country's development by building bridges, railroads, lighthouses — the government took out two more hefty loans from French bankers.

The borrowing ended up being a “shameless waste,” the president of Haiti's national assembly said after a parliamentary investigation.

In an 1875 loan, the French bankers and investors took a 40 percent cut off the top. Most of the rest went to paying other debts, while the remainder lined the pockets of corrupt Haitian officials who, historians say, enriched themselves at the expense of their country's future.

Instead of escaping *mizè*, Haitians slid deeper into it.

While the world's great powers, and even some smaller countries like Costa Rica, were investing in huge public health projects to fight disease and improve their citizens' quality of life, Haiti had scraps for things like hospitals and water pipes. In 1877, when the public works department was officially created, it had two architects and six engineers for the entire country.

One British diplomat, Spencer St. John, described Port-au-Prince at this time as perhaps “the most foul smelling, dirty and consequently fever-stricken city in the world,” with human waste collecting in fetid pools on the streets that “in other countries is carried off by the sewers.”

The bank that benefited most from the 1875 loan was *Crédit Industriel et Commercial*, the French institution that helped finance the Eiffel Tower. And soon after its first lucrative foray into Haiti, *Crédit Industriel* shaped the country yet again, helping to establish the National Bank of Haiti.

Nearly the only thing Haitian about it was the name.



The headquarters in Paris of *Crédit Industriel et Commercial*, which profited wildly off Haiti. Mauricio Lima for The New York Times

Headquartered in Paris, controlled by French businessmen and aristocrats, the bank took over Haiti's treasury operations, charged a commission any time the Haitian government so much as deposited money or paid a bill, and delivered the profits to its shareholders in France. In 1894, a banner year, its French investors earned more than the Haitian government's proposed agriculture budget for the entire country.

But decades of diplomatic correspondence, financial reports and archival records reviewed by The New York Times show that, behind the public explanations, another hand was hard at work as well, pushing the United States to step in and seize control of Haiti for the wealth it promised: Wall Street, and especially the bank that later became Citigroup.

Under heavy pressure from National City Bank, Citigroup's predecessor, the Americans elbowed the French aside and became the dominant power in Haiti for decades to come. The United States dissolved Haiti's parliament at gunpoint, killed thousands of people, controlled its finances for more than 30 years, shipped a big portion of its earnings to bankers in New York and left behind a country so poor that the farmers who helped generate the profits often lived on a diet "close to starvation level," United Nations officials determined in 1949, soon after the Americans let go of the reins.

"I helped make Haiti and Cuba a decent place for the National City Bank boys to collect revenues," Maj. Gen. Smedley Butler, a leader of the American force in Haiti, wrote in 1935, describing himself as a "racketeer for capitalism."



The bank that later became Citigroup pushed hard for the United States to take over Haiti. Hiroko Masuike/The New York Times

For more than a century, Haiti has been labeled a disaster, a basket case, a place so destitute, indebted, lacking and lawless that it needs constant saving. The assassination of the president in his bedroom, the kidnappings in the capital, the swells of Haitian migrants heading to the United States — they all point to a country in a seemingly endless vortex of despair that the world's great powers, whether with troops or mountains of aid, have not managed to fix.

But the documents and financial records reviewed by The Times in Haiti, the United States and France show how much of Haiti's misery has been brought by the outside world — and how often intervention has been portrayed as a helping hand.

By the time U.S. forces arrived in the summer of 1915, Haiti had already spent more than half a century handing over big slices of its meager earnings to France. Though the Haitians had overthrown their French enslavers, beaten Napoleon's forces and declared their independence in 1804, French warships sailed back to Haiti decades later, demanding staggering amounts of cash under threat of war.

Haiti became the first and only country where the descendants of enslaved people paid the families of their former masters for generations, hampering its ability to build a nation almost since birth.

After that came French bankers, dangling loans before a country that had been depleted by decades of paying France. They took so much in commissions, interest and fees that, in some years, their French shareholders' profits were bigger than the Haitian government's public works budget for the entire country.

Next were the Americans, at times portraying their intervention as a way of defending Haitian "sovereignty." And just as it had for generations of Parisian bankers, Haiti proved profitable for Wall Street. In its filing to the Senate Finance Committee in 1932, National City Bank said it secured one of its largest margins during the 1920s from a debt it controlled in Haiti.

Little of that history remains part of Citigroup's public profile today. Haiti is barely mentioned in its official timeline. The company declined to provide access to its archives and said it was unable to find any information on some of its biggest loans to Haiti.

But according to nearly two dozen annual reports published by American officials and reviewed by The Times, a quarter of Haiti's total revenue went to paying debts controlled by National City Bank and its affiliate over the course of a decade — nearly five times the amount spent on government-run schools in Haiti during that time.

And in some years, the American officers who controlled Haiti's finances spent more of its money on their own salaries and expenses than on public health for the entire nation of about two million people.

"We have had absolute domination" by the United States, Georges Léger, a Haitian lawyer, told American senators in 1932, explaining how deeply Haitians resented the financial and political control of their country "just to satisfy a group of New York bankers."

At first, many American lawmakers wanted nothing to do with Haiti and adamantly ignored its independence. Though Haitians had fought alongside Americans during the Revolutionary War, the United States refused to recognize Haiti for nearly six decades, fearful it might inspire enslaved people to rise up and overthrow their masters in the American South.

But around the turn of the 20th century, as the American footprint in the hemisphere expanded, Americans saw an imperative — and an opportunity. They wanted to blunt European influence in the region, particularly Germany's, but also recognized what the French had known all along: There was ample money to be made.

Historians still debate the legacy of the American invasion and how it shaped, or continues to shape, the Haiti of today. Some credit the occupation with imposing order in Haiti at a time of searing violence and coups, while others note that the Americans crushed dissent, shot civilian protesters, committed extrajudicial killings and enforced martial law for long stretches of time.