A Portuguese Overview of Stolen Masters: The Sale of Stolen and Plundered Art

By António Sampaio Caramelo

I. Introduction: The Fact Pattern

Set forth below is the hypothetical fact pattern on which this article's legal analysis is based:

> *The Museum of Modern Stuff in New York ("MoStuff") engaged a nefarious New York dealer to bid for it on two paintings, one by Ernst Ludwig Kirchner and one attributed to Max Ernst, being auctioned by Kristibies in Lisbon in 1965 from the estate of a Lisbon collector, Paolo Oliveira. At the auction MoStuff was the successful bidder and purchaser of both works.*
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> *In the late 1930s the Vienna art collector Heinrich Schauinsland had purchased both paintings from an art dealer in Berlin, Germany. In 2012 it appeared that the Kirchner painting had been plundered by the National Socialist Government in Berlin, where the painting was on exhibition. Schauinsland was subsequently forced to leave Vienna and ended up fleeing to Lisbon. In 1944 Schauinsland decided to leave Lisbon and go to New York. To pay for the voyage to New York, Schauinsland sold the painting attributed to Max Ernst to Paolo Oliveira in Lisbon. Oliveira bought the Kirchner painting from a dealer working with the German government. After Oliveira's death, Oliveira's heirs engaged Kristibies to carry out the 1965 auction sale of both paintings.*
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> *The Max Ernst painting now appears to be a forgery. Schauinsland's heirs intend to sue MoStuff for the return of the Kirchner. MoStuff wants to sue Kristibies for repayment of the purchase price of the Max Ernst forgery.*
>
> *What are the rights and remedies of the parties if either case is brought in Portugal?*

II. Assessing the Merits of the Claims

A. Conflict of Laws

Portuguese law might come into play as applied by the court adjudicating the claims, if the rules of the conflict of laws which that court must apply would select Portuguese law as the law governing the dispute.

Such a court might be a Portuguese court, which might well conclude, in accordance with Portuguese conflicts rules, that the dispute should be governed by substantive Portuguese law. On the other hand, a court in another country might also find, pursuant to its own rules of the conflict of laws,[1] that this dispute should be decided in accordance with the substantive provisions of Portuguese law.

One should note that the Portuguese conflicts rules in force at the date when the auction sale was carried out, in Lisbon, namely, 1965, were not the same as those in force today. In fact, before a new Portuguese Civil Code, containing a comprehensive conflict of laws system, was enacted in 1966 (and entered into effect on 1 June 1967), the Portuguese system of conflict of laws consisted of a fragmented and incomplete set of rules partly based on statutory provisions and partly developed by the teachings of scholars and the jurisprudence of courts.

For instance, the issue of the possible material invalidity of the sale/purchase, notably because the seller did not have the right to sell the object (and, consequently, because of his inability to confer title to the item to the purchaser), was governed by the law of the place where the sale/purchase agreement was entered to, if the parties had not selected a specific law to govern that agreement.[2]

It is worth mentioning that the corresponding rule contained in the 1966 Civil Code led to the same conclusion.[3] However, after the entry of Portugal into the European Community, this rule was replaced by the provisions of the 1980 Rome Convention on Law Applicable to Contract Obligations, which sets forth that, absent a choice of the parties to this effect, the validity of an agreement is governed by the law of the country with which the agreement is most closely connected.

Be that as it may, the application of any of the aforesaid conflicts rules points to Portuguese law as the one which governs the material validity of the 1965 auction sale, including its possible nullity for lack of title of the seller (or lack of authorization for him to sell the object in question).

Whenever there is a succession of conflicts rules potentially applicable to an act or situation connected with several systems of law, one must determine their respective scope of application. The prevailing view among private international law scholars and in the jurisprudence of courts[4] is that conflicts rules are not, in principle, to be applied retroactively. Therefore, if there is not a statutory provision stating otherwise, the validity of an agreement is to be assessed in accordance with the rule (of conflict of laws) in force at the date when the agreement was made.

It flows from the above that, should the issue be submitted to Portuguese courts, the possible nullity of the 1965 auction sale, because of the hypothetical lack of title of the seller (Paolo Oliveira's heirs) is governed by the Portuguese conflicts rule in force at relevant date, that is, Article 4.°(1) of the 1888 Commercial Code, which set forth that such an issue is governed by the law of the country where that sale agreement was made—in this instance, Portugal—so that the provisions of 1867 Portuguese Civil Code apply to this case.

B. Substantive Legal Principles

After having determined that the validity of 1965 auction sale, whereby the Museum of Modern Stuff in New York (MoStuff) acquired the two paintings sold by Paolo Oliveira, is governed by Portuguese law, one should now answer the question raised: Were these sales/purchases valid or invalid and, in the latter case, which remedies has the buyer against the seller?

1. The Kirchner Painting

Let us consider, first, the sale of the Kirchner painting. According to the narrative in the fact pattern, Paolo Oliveira bought this painting (most probably, before 1945) from some German entity which had acquired it by means of plunder occurring some years before (affecting Shauinsland).

The sale/purchase of this painting by the German entity to Paolo Oliveira was undoubtedly null and void, pursuant to article 1555° of the 1867 Portuguese Civil Code, because the seller had no title and no legitimate right to sell this object of art. The nullity of this transaction could have been declared by the Portuguese courts, at the request of any interested party, in principle, without a time limit.

We assume that the painting in question was located in the territory of Portugal when Paolo Oliveira purchased it from the German entity. If, on the contrary, it was located in Germany at that time, the material validity of that acquisition would be assessed by Portuguese courts in accordance with German law (as the *lex rei sitae*).[5] However, in such a case, the provisions of German law applied by Portuguese courts would be those of the German Civil Code (*Bürgerliches Gesetzbuch*, or *BGB*) according to which such a sale/purchase would certainly be null and void—and not the so-called "Aryanization laws" in force at that time in Germany, which would be disregarded by the Portuguese courts because they violate the "public policy" (*ordre public*) of the Portuguese legal system.[6]

Regarding the sale of goods carried out by anyone who is not their owner or is not empowered to sell them on behalf of the owner, Portuguese law is one of the few continental European legal systems which do not provide specific protection to a good faith acquirer.[7] Under Portuguese law, a sale made by someone who is not the owner (and is not authorized by the owner to make the sale on its behalf) is null and void.[8] In such a case, the buyer must return the "bought" thing to its owner, but is entitled to claim the reimbursement of the paid price from the unlawful and unauthorized seller. Indeed, under Portuguese law, such a "buyer" does not have, in principle, a lawful claim against the *real* owner, who is entitled to the return of the goods without having to make any disbursement.[9]

However, an important concession to the goal of protecting the good faith acquirer could be found in Article 534.° of the Portuguese Civil Code of 1867, which provided that anyone who demanded the return of a movable thing of his property[10] from a *bona fide* third party who had purchased it in a market or public sale or had purchased it from a trader who traded in goods of the same or similar kind,[11] would be required to pay to the good faith purchaser the price that the latter paid for it, without prejudice to the demanding party's right of recourse against the author of the theft or against the person who had found the lost property and sold it to the *bona fide* third party purchaser.

The Civil Code of 1966 has a similar provision, Article 1301.°, with a slightly narrower scope: it covers "*...immovable things bought by a bona fide purchaser, from a trader who trades in the same or similar kind of goods...*"

Although no court decision was found on this matter, I believe that Article 534.° of the Civil Code of 1987 (and possibly also Article 1301.° of the Civil Code of 1966) may apply to the purchase by a good faith acquirer, made at an auction sale conducted by a reliable auctioneer. In this connection, see the last paragraph below of this Part II.B.1.

Despite the fact that the sale/purchase was absolutely null and void, the legal position of the acquirer, Paolo Oliveira, came to be "healed" due to *usucapio*. *Usucapio* (in Portuguese, "*usucapião*"), as general grounds for the acquisition of rights to property, is under Portuguese law (like under many other legal systems) the ultimate basis of the law of property (whether movable or immovable).

It unquestionable that the concept of *usucapio* in regard to the ownership of these paintings by Paolo Oliveira was governed by Portuguese law, because Portugal was the *lex situs* of the objects in question, since they were located in Portugal during the time required for the *usucapio* to become effective.[12]

Under Portuguese law, *usucapio* is a form of acquisition of title to material things as a consequence of long-lasting possession of them. This possession must be effective, public and uninterrupted to give rise to *usucapio*. The duration of time of possession required for *usucapio* to be established varies according to the nature of the possession. Naturally, possession in good faith and with good

acquisition title requires a shorter time to consolidate than possession in bad faith and without good acquisition title.

According to Article 532.° of the 1867 Civil Code, *usucapio* of movable things took place after ten years of possession by Paolo Oliveira, irrespective of good faith (of the acquirer) and of good title.[13]

Consequently, although he acquired the Kirchner painting by means of a null and void purchase, Paolo Oliveira (and, by succession, his heirs) ended up becoming the lawful owner of that painting, because he held it peacefully as the owner for more than twenty years. Since he had, in 1965, lawful title on that painting, his heirs could later lawfully sell and confer valid title on it to MoStuff.

If, before Paolo Oliveira could acquire that painting by means of *usucapio*, Schauinsland's heirs had applied to Portuguese courts seeking a declaration of nullity of the sale/purchase of the Kirchner painting made between Paolo Oliveira and the German entity, because of lack of title of the seller, they would most probably have prevailed in such a suit. However, after the *usucapio* of the painting became effective, Schauinsland's heirs have no remedy available under Portuguese law, either against MoStuff or against anyone else.[14]

If Paolo Oliveira had been in possession of the paintings for a period shorter than the time period legally required for *usucapio* to be effective, Schauinsland's heirs might have had a viable claim, before the Portuguese courts, against MoStuff, provided it was presented before the end of time period necessary for the latter to have acquired the painting by means of *usucapio* or some equivalent legal institution under New York law.[15] But, in that case, the eventual nullification of the 1965 auction sale by decision of the Portuguese courts would go together with the application of Article 534.° of the Portuguese Civil Code of 1867. As a consequence, MoStuff would have been ordered to return the painting to Schauinsland's heirs, but, at the same time, MoStuff would have been entitled to be reimbursed for the price paid in the auction sale.

2. The Max Ernst Painting

Regarding the Max Ernst painting, which was recently found to be a forgery, the purchase made by MoStuff from Paolo Oliveira's heirs in the 1965 auction sale may be challenged, under Portuguese law, on grounds of an *essential* error.

Pursuant to Article 661.° of the 1867 Civil Code, anyone could apply to the courts to void a contract entered into, if that person's consent was vitiated by an error in regard to a quality of the object of the contract which was *essential* to the decision to buy, provided that the other party knew or should have known that the buyer had entered into the agreement because it thought the relevant object of the contract had that quality.

Obviously, the authenticity of a painting is a quality which is determinant of the buyer's decision to enter into a purchase contract, except when the parties have stated otherwise.

The time period for the filing of a legal suit aimed at voiding the contract on grounds of error on an essential quality of the object of the contract would be one year, counted from the day when the party whose consent was vitiated by error knew about the error.

Assuming that this suit is timely filed with Portuguese courts and these courts consider themselves competent to adjudicate it,[16] MoStuff would most probably succeed in having the 1965 auction sale/purchase avoided.

This suit should be filed against Paolo Oliveira's heirs,[17] who were the sellers in the challenged sale.

Kristibies, since it acted merely as an auction agent and organizer (i.e., as an intermediary), would not be a defendant in respect of the claim to have the sale/purchase contract avoided. However, Kristibies could be a defendant, in that same suit, with respect to its possible liability for having breached its professional duty of diligence to assess and certify the authenticity of the painting sold in an auction conducted by this company. If found then to have been negligent, Kristibies would be liable to compensate MoStuff for any damages, material and moral, which the latter may have incurred because of the unfortunate purchase made in 1965. The material damage would be the portion of the purchase price paid in excess of the portion of the purchase price which MoStuff was able to collect from Paolo Oliveira's heirs.

III. The International Competence of the Portuguese Courts

What was said above applies irrespective of the fact that Portuguese courts may or may not consider themselves as competent to adjudicate the claims mentioned in the case submitted. These seem to be the solutions given by the provisions of Portuguese law applicable to the merits of the claims contemplated in the case submitted. However, these provisions could be applied not only by the Portuguese courts but also by the courts of another jurisdiction whose conflicts rule might also lead to a determination that Portuguese law is the proper law governing the dispute *sub judice*.

One must now address the requirements to be met for Portuguese courts to accept jurisdiction to decide the claims mentioned in the case submitted. These requirements are set by the rules of the international competence of Portuguese courts in force at the date when the legal suits are filed, i.e., with the rules now in force.

Having regard for the nature of claims considered in the case submitted, the applicable rules governing the jurisdiction of Portuguese courts are (i) those set out by the Council Regulation (EC) n° 44/2001 of 22 December 2000 (which became the applicable rules applicable to this matter in all member states of the European Union), if the defendant has his domicile within the European Union, or (ii) the applicable provisions of the Portuguese Civil Procedure Code (Articles 65.°, (1), b), 74.° (1) and 85.°(1)), if that is not the case.

Under both sets of rules, the primary connection for the establishment of a court's jurisdiction is the domicile of the defendant.

In the event the defendant does not have his domicile in the territory of Portugal, the Portuguese courts would only consider themselves competent if the sold/purchased goods were delivered or should have been delivered into Portuguese territory.[18]

Consequently, with respect to a suit filed by Schauinsland's heirs against MoStuff seeking the return of the Kirchner painting, taking into account that the defendant (MoStuff) does not have its domicile in Portugal, Portuguese courts could only accept jurisdiction if under the terms of the 1965 auction sale the place of delivery of the painting to the buyer should have been within Portuguese territory (for instance, Lisbon). Although there is no mention to this particular point in the case submitted, it is plausible that, in the terms of sale of the 1965 auction, a covenant existed stating that the sold paintings were to be delivered by the seller to the buyer in Lisbon.

As for the suit which MoStuff may bring before the Portuguese courts against Paolo Oliveira's heirs, seeking repayment of the purchase price paid for the Max Ernst painting, Portuguese courts may accept jurisdiction based on the fact that the defendants have their domicile in Portugal. Regarding the possible accumulation, in the same suit, of MoStuff's claim against Paolo Oliveira's heirs (for the repayment of the purchase price) with its possible claim against Kristibies (on grounds of its alleged negligent participation in the auction sale, as explained above) the EC Regulation No. 44/2001 has no provision applicable to this question, but the Portuguese courts might apply, by analogy, the provisions of Article 87. (1) of the Civil Procedure Code, which states that, in the event there is more than one defendant, they can all be sued at the place of domicile of the majority of them.

If, as assumed above, within the terms of the 1965 auction sale there was a covenant stating that the painting sold was to be delivered to the buyer in Lisbon, this would be an additional fact supporting a decision of the Portuguese courts to accept jurisdiction to entertain such legal suit.

IV. The UNIDROIT Convention on Stolen or Illegally Exported Goods[19]

Taking into consideration that, when it comes to international claims in respect of cultural objects, neither the common law nor the civil law system offers satisfactory solutions, and the existing International Conventions texts related to this subject matter either do not cover, or do so only in part, the private law aspects of cultural property protection, UNESCO asked UNIDROIT to draft a new instrument that would that would take its cue from the 1970 UNESCO Convention, but would also incorporate twenty-five years of reflection on the subject of illicit trafficking in cultural objects.

This UNIDROIT Convention underpins the provisions of the 1970 UNESCO Convention, supplementing them by formulating minimal legal rules on the restitution and return of cultural objects. It guarantees the rules of private international law and international procedure that make it possible to apply the principles set down in the UNESCO Convention. The two conventions are compatible and complementary.

It took six years of hard negotiations to harmonize the contrary views that confronted one another in the context of negotiations, since from the beginning one group of States supported the free movement of cultural objects worldwide,[20] while the other campaigned for national protection of the cultural heritage.[21] In the end, a Convention was produced that was adopted at the diplomatic conference held in Rome on 24 June 1995 and attended by over seventy states.

The UNIDROIT Convention on Stolen or Illegally Exported Cultural Objects entered into force on 1 July 1998 and has currently thirty-three Contracting States, including Portugal.

The real purpose of this Convention is not to enable or trigger a certain number of restitutions or returns through the courts or by private agreement, but to reduce illicit trafficking by gradually, but profoundly, changing the conduct of all buyers and all other actors in the art market.

If a cultural object has been stolen, it must be returned: restitution is an absolute duty unless the limitation period has expired. The only question that arises is when the compensation must be paid.

Probably the most important provision in the entire Convention is its Article 3(1), which enshrines the principle that the possessor of a cultural object that has been stolen must return it, whatever the circumstances. This principle, coupled with the possibility of compensation for the buyer who can prove that he acted "with due diligence,"[22] constitutes one of the most important legal rules in the fight against illicit trafficking in cultural objects. The effect of this provision on the art market, where

dealers have tended to be reluctant to reveal the origin of cultural objects and buyers have tended not to be overly curious, should be immediate.

This Convention, when it has gained wide acceptance, will make it possible to shift the responsibility onto the only person likely to be caught: the final purchaser.

The need for legal security is met by the provision of a relatively short limitation period. Pursuant to Article 3(3) of the Convention, the time limitation is three years from the time when the claimant knew the location of the cultural object and the identity of its possessor.

On the other hand, the Convention text takes into account the material and moral interests of "exporting" states and, more generally, those of public collections (as defined in Article 3(7) of the Convention), religious and cultural institutions, and the protection of the archaeological heritage and historic monuments. It does so by creating a group of cultural objects subject to a very long limitation (seventy-five years) and, in some cases, no time limitation at all. That same special regime extends to sacred objects or objects of significant cultural importance for indigenous communities. These provisions reflect a concern for a more balanced dialogue of cultures.

A very important provision of this Convention is the non-retroactivity clause in Article 10. The drafters of Convention opted for a solution resting on a general principle set forth in Articles 10(1) and (2), which state that the Convention will apply solely to cultural objects stolen after the Convention entered into force in respect of the state where the request was brought, as well as the objects illegally exported after the entry into force of the Convention in respect of the requesting state and of the state where the request was brought. However, paragraph 3 specifies that the Convention "does not in any way legitimize any illegal transaction of whatever nature which has taken place before the entry into force of this Convention" and does not "limit any right of a State or other person to make a claim under remedies available outside the framework" of the Convention.

V. The Portuguese Legislation Against the Illicit Trafficking of Cultural Objects

Although not directly applicable to the hypothetical case outlined above, it is worth mentioning Portuguese legislation pertaining to the fight against the illicit trafficking of cultural objects, because that legislation pioneered the adoption of legal solutions that only much later were enshrined in international law instruments.

A Portuguese statute enacted in the first half of the preceding century, Decree-Law nº. 27.633, of 3 April 1937, adopted a remarkably forward-looking stance in the fight against the illicit trafficking of cultural objects and, therefore, in the efforts to protect the cultural heritage of all nations and peoples of the world.

Its article 1.º provided as follows:

> Transactions made in the Portuguese territory over objects having an artistic, archeological, historic and bibliographic value, proceeding from a foreign country, are null and void when they are made in breach of the provision of the respective internal legislation which regulates its alienation or exportation.

Article 2. established:

> A good faith acquirer is entitled to be compensated on the following terms:
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> 1. By the transferor, except if it is also a good faith acquirer;
>
> 2. By the State interested [in the return of the object] if the original alienor is not found in the Portuguese territory or, if he is found, has become insolvent.
>
> §1. Good faith cannot be alleged by the acquirer, if the disappearance of the objects and their description enabling its identification, have become public, by means of announcement in two Portuguese newspapers, among those with larger readership.
>
> §2. The amount of compensation will be set by the Minister of Education and can never exceed the acquisition price plus conservation expenses made in respect of the object.

And Article 3. added:

> The objects in article 1 which may be found in the Portuguese territory will be apprehended by the police or customs authorities, who will be their faithful custodians until the appropriate destination is determined for them.

Enacted much later, Law No. 13/85, of 6 July 1985, which set out the guidelines for the protection of the Portuguese cultural heritage, contains a provision which is in line with the principle set forth in Article 1. of the above-mentioned Decree-Law 27.633. Article 31. (2) provides: "Transactions involving cultural objects in the Portuguese territory proceeding from foreign countries are null and void, when they are made in breach of such foreign country's internal legislation regulating their alienation or exportation. That 1985 law was replaced by Law No. 107/2001, of 8 September 2001 (setting the principles for the protection and enhancement of Portuguese cultural heritage).

This law has provisions in line with the quoted provisions of the abovementioned statutes. As matter of fact, its Article 69.° (1) states: "On condition of reciprocity, transactions made in the Portuguese territory, with respect to objects belonging to the cultural heritage of another State and which were brought to the Portuguese territory in breach of their respective protecting legislation, are null and void." Paragraph 2 of this article provides: "The objects mentioned in the foregoing paragraph may be returned in accordance with the European law or international law binding the Portuguese State."

This provision (as well as several other provisions of the same law) should be construed and applied in conjunction with the provisions of the UNIDROIT Convention referred to above as well as in conjunction with numerous UNESCO Conventions related to this subject matter, to which Portugal is a party.

Endnotes

1. Directly or through the private international law mechanism of *renvoi*.
2. *See* art. 4 (1) of the 1888 Commercial Code, applied by analogy. *See also* Isabel Magalhães Collaço, Lições de Direito Internacional Privado at 243-244 (1963).
3. In case the parties had failed to select a law to govern the contract and these parties had their residences in different countries, the contract would be governed by the law of the place where it was made.
4. This is the solution adopted by the jurisprudence of Portuguese courts, as quoted in Luís de Lima Pinheiro, I Direito Internacional Privado at 412-418 (2009).
5. It is worth noting that the majority of scholars (in Germany, Italy and Portugal) hold the opinion that the *lex rei sitae* does not have, in this particular instance, absolute precedence over the *lex contractus*. In accordance with this view, if the *lex rei sitae* requires the making of a valid contract for the ownership of the goods to be transferred, the validity of that contract must be assessed in accordance with the *lex contractus*. (On this subject matter, *see* Luís de Lima Pinheiro, Direito Internacional Privado at 442 (2009)). However, as in both hypothetical fact patterns considered above, the result under *lex rei sitae* and *lex contractus* would be the same (pursuant to the Portuguese rules of conflict of laws): Portuguese law or German law, as the case may be, the conclusion would not be different from that stated in the text.
6. *See* art. 22.° of the current Portuguese Civil Code.
7. In this respect, Portuguese law is similar to English law and both laws are in line with the principle of Roman law "*nemo dat quod non habet*." *Cf.* António Menezes Cordeiro, A Posse—Perspectivas Dogmáticas Actuais at 116-122 (1997).
8. *See* art. 1555.° of Civil Code of 1867 and art. 892.° of the Civil Code of 1966.
9. The case of immovable property purchased from a non-owner is somewhat different, due to the effects of registering real estate transactions.
10. That is, the *real owner* of that thing.
11. Provided that such demand (by the real owner) was made before the time has passed for such goods to be acquired by someone else, on grounds of *usucapio*. Regarding the effects of *usucapio*, *see* note 12 *infra* and accompanying text.
12. Under Portuguese conflicts rules, the regime of possession, ownership and other rights *in rem* (freehold, leasehold, liens and encumbrances, etc.) on movables and immovables is governed by the *lex rei sitae*. This was the solution prevailing under the 1867 Civil Code (*see* Isabel Magalhães Collaço, note 2 *supra*, at 270-271) and it is also the solution adopted by art. 46.° (1) of the 1966 Civil Code. Pursuant to a basic imperative of legal security, once the acquisition of a thing becomes lawfully effective under the law of the country where it was then located at that time, this acquisition must be acknowledged and respected by law of any other country into which such thing would be later transported. On this issue, *see* António Ferrer Correia, A Venda Internacional de Objectos de Arte, at 15, 44 (1994), as well as the foreign legal doctrine quoted in this study.
13. Under art. 1299 of the 1966 Civil Code, the corresponding required possession time would be six years.
14. Not even against Paolo Oliveira's heirs, on ground of unlawful purchase from the German entity. Paolo Oliveira did not incur any legal liability by making a purchase from a non-owner: he may have made a "risky" transaction, which could be declared null and void by the courts, but the transaction was not one that gave rise to civil or criminal liability.
15. Since this was the subsequent *lex situs* of the painting.
16. This issue is addressed in Part III of this article.
17. In accordance with Portuguese Law, Paolo Oliveira's obligation *vis-a-vis* MoStuff for the refund of the price of the voided sale/purchase would be transmitted by inheritance to his heirs.
18. Arts. 65.°, (1), b) and 74.°(1) of the CPC.
19. The contents of this paragraph are composed of extracts taken from the document issued by UNIDROIT, *The 1995 UNIDROIT Convention on Stolen or Illegally Exported Cultural Objects—an Overview*, available at UNIDROIT 's website.
20. Therefore, they were intent on limiting the future Convention's scope of application to the utmost and on safeguarding the protection afforded to the good faith buyers within their jurisdictions
21. Therefore, they wished to extend the principle of restitution of stolen or illegally exported cultural objects as far as possible, thereby ensuring optimal protection of national cultural heritage on the international stage.
22. 1995 UNIDROIT Convention on Stolen or Illegally Exported Cultural Objects Art. 4(1).

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