



## APPENDIX 5.10

### WILLIAM SAUNDERS AND JANE RYAN

The following are contracts signed by Ferdinand Marcos and Imelda Marcos with Swiss Credit Bank. They prove the Marcoses' use of pseudonyms—William Saunders for Ferdinand, Jane Ryan for Imelda—for their Swiss bank accounts. Also of interest are two details. First, both contracts were executed in early 1968—within Marcos's first term (also during the minority of their children). Second is the specification in both that communications be forwarded “in double envelope” to “Antonio Martinez, P.O. Box 4539, Manila.” When one looks up “Antonio Martinez” and “Ferdinand/Imelda Marcos” online, among the results that come up is an investigative piece (“The Marcoses Never Really Left Home,” by Raissa Robles, 1 October 2014) that discusses the acquittal of Imelda Marcos from the charge of violating the Anti-Graft and Corrupt Practices Act (see *Marcos v. Sandiganbayan*, G.R. No. 126995). Among the justices who voted for acquittal was Antonio M. Martinez. However, this may be a coincidence; nobody who has seen these documents and written about them appears to have tried to determine who Antonio Martinez is—if that is his real name.

#### *Source*

Presidential Commission on Good Government Files (through Meynarado Mendoza and the National Historical Commission of the Philippines), Roll No. 66, File Nos. 0722–24 and 0784–86.

**SWISS CREDIT BANK**  
 CRÉDIT SUISSE · SCHWEIZERISCHE KREDITANSTALT · CREDITO SVIZZERO  
 HEAD OFFICE IN ZÜRICH  
 ESTABLISHED 1856

**CONTRACT**

for the opening of a current account and / or safe custody account

Between

*Jane Ryan* (pseudonym)  
*Janella Rosmally Nasir* (true name) Depositor(s)

hereinafter called "Depositors"

on the one side

and

**SWISS CREDIT BANK**

hereinafter called "Bank"

on the other side

the following agreement has been concluded:

**1. Current Account(s)**

The Depositors remit to the Bank funds for credit to current account(s) to be opened in the name of

said account(s) to be subject to the terms and conditions communicated by letter.

**2. Safe Custody Account**

If the Depositors, at the same time or later, deliver to the Bank securities or other valuables for safe custody, these items are to be placed into a safe custody account carried in the same name as the current account(s).

**3. Accounting**

In the absence of instructions to the contrary, transactions executed on behalf of the Depositors will be passed over the current account(s) referred to under cipher 1; the same account(s) to be credited also with the income derived from securities lodged in safe custody, as well as with all remittances received in favour of the Depositors in other currencies, provided the conversion is possible.

**4. More than one Depositor**

In the case of two or more Depositors they enjoy the rights of joint creditors within the meaning of Art. 150 of the Swiss Federal Code of Obligations.

Consequently, each Depositor is entitled, individually and independently from the other(s).

a) to dispose of the cash funds in the current account(s) in whole or in part.

b) to operate the safe custody account on his sole signature, namely to place securities and other valuables into, to withdraw all or part of the securities or other valuables from the safe custody account, to pledge these items, etc.

The right to act individually and independently will continue in the event of death, or loss of capacity to act of one of the Depositors. The Bank, when fulfilling its obligations towards one of the Depositors, is legally released towards all of them.

Each Depositor may confer power of attorney on any third person or persons who will then be entitled to act as agent or agents for all Depositors.

Provided no other instructions are given, all remittances, securities or valuables received by the Bank in favour of one of the joint Depositors will be credited to the current account(s) or placed into the safe custody account referred to under ciphers 1 and 2.

In case the Depositors are husband and wife they authorize each other to dispose individually and without any restrictions of the cash funds in the current account(s), and/or of the securities or other valuables lodged in safe custody.

The wife, in particular, approves also all actions of her husband that exceed the ordinary administration of the matrimonial property.

5. Correspondence

The correspondence and statements pertaining to the current account(s) and/or safe custody account are  to be mailed regularly to the following address:

*in double envelope to: ANTONIO MARTINEZ, P.O. Box 4539, Montreuil*

to be retained by the Bank on behalf of the Depositors and, upon special request  quarterly  half-yearly  yearly to be mailed to:

The correspondence mailed, and / or retained, by the Bank in accordance with the above instructions shall be deemed to have been duly delivered to the Depositors who assume full responsibility for any consequences and possible damages that might occur due to the mailing, and / or retaining, of the correspondence in the prescribed manner.

The Bank has no obligations whatsoever to take any action with regard to the administration of the holdings of the Depositors unless specific instructions are given to this effect by the latter.

Correspondence not collected by the customer will be destroyed by the bank 10 years after its date of issue.

6. "General Conditions" and "Regulations"

Moreover, all mutual rights and duties resulting from this Contract, as well as all questions regarding jurisdiction and the law applicable to this Contract, are subject to the Bank's

- "General Conditions"
- "Regulations for the safekeeping of securities and other valuables", together with the "Schedule of Safekeeping Fees",

as per printed copies attached, which form part of the present Contract.

7. Special Arrangements

*Form # 5*

*21st March 1968*

*[Signature]*, this *[Signature]* day of *[Signature]*  
SWISS CREDIT BANK The Depositor(s)

Mark your instructions by

**SWISS CREDIT BANK**  
CREDIT SUISSE · SCHWEIZERISCHE KREDITANSTALT · CREDITO SVIZZERO

Kindly take note of the new **General Conditions**

**Declaration / Specimen signature (s)**

The undersigned, holder(s) of the current-account and/or safekeeping-account opened in the name(s) of

confirm(s) the receipt from the Swiss Credit Bank of a copy each of the «General Conditions» and «Regulations relating to the safekeeping of securities and other valuables», with the contents of which he/she/they is/are in agreement, especially with the clause on Applicable Law and Legal Domicile (Article 14). In his/her/their dealings with the Swiss Credit Bank he/she/they will sign as follows:

Country of residence:

Signature(s):

Nationality:

*Suzella Trimmel* (husband)  
*Jane Ryan* (pobled 1971)

*March 2011 1968*  
(Place and date)

Nr. 81/8 9. 87

**SWISS CREDIT BANK**  
 CRÉDIT SUISSE · SCHWEIZERISCHE KREDITANSTALT · CREDITO SVIZZERO  
 HEAD OFFICE IN ZÜRICH  
 ESTABLISHED 1800

## CONTRACT

for the opening of a current account and / or safe custody account

Between

WILLIAM SAUNDERS (Pseudonym)  
 FERDINAND B. MARCOS (True Name) Depositor(s)

hereinafter called "Depositors"

on the one side

and

**SWISS CREDIT BANK**

hereinafter called "Bank"

on the other side

the following agreement has been concluded:

### 1. Current Account(s)

The Depositors remit to the Bank funds for credit to current account(s) to be opened in the name of

said account(s) to be subject to the terms and conditions communicated by letter.

### 2. Safe Custody Account

If the Depositors, at the same time or later, deliver to the Bank securities or other valuables for safe custody, these items are to be placed into a safe custody account carried in the same name as the current account(s).

### 3. Accounting

In the absence of instructions to the contrary, transactions executed on behalf of the Depositors will be passed over the current account(s) referred to under cipher 1; the same account(s) to be credited also with the income derived from securities lodged in safe custody, as well as with all remittances received in favour of the Depositors in other currencies, provided the conversion is possible.

### 4. More than one Depositor

In the case of two or more Depositors they enjoy the rights of joint creditors within the meaning of Art. 150 of the Swiss Federal Code of Obligations.

Consequently, each Depositor is entitled, individually and independently from the other(s),

- a) to dispose of the cash funds in the current account(s) in whole or in part.
- b) to operate the safe custody account on his sole signature, namely to place securities and other valuables into, to withdraw all or part of the securities or other valuables from the safe custody account, to pledge these items, etc.

The right to act individually and independently will continue in the event of death, or loss of capacity to act of one of the Depositors. The Bank, when fulfilling its obligations towards one of the Depositors, is legally released towards all of them.

Each Depositor may confer power of attorney on any third person or persons who will then be entitled to act as agent or agents for all Depositors.

Provided no other instructions are given, all remittances, securities or valuables received by the Bank in favour of one of the joint Depositors will be credited to the current account(s) or placed into the safe custody account referred to under ciphers 1 and 2.

In case the Depositors are husband and wife they authorize each other to dispose individually and without any restrictions of the cash funds in the current account(s), and/or of the securities or other valuables lodged in safe custody.

The wife, in particular, approves also all actions of her husband that exceed the ordinary administration of the matrimonial property.

5. Correspondence

The correspondence and statements pertaining to the current account(s) and/or safe custody account are

- to be mailed regularly to the following address:  
*In a double envelope to: Antonio Martinez, PO Box 20 4539*
  - to be retained by the Bank on behalf of the Depositors and, upon special request
 

<input type="checkbox"/> quarterly	<input type="checkbox"/> half-yearly	<input type="checkbox"/> yearly
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- to be mailed to:

The correspondence mailed, and / or retained, by the Bank in accordance with the above instructions shall be deemed to have been duly delivered to the Depositors who assume full responsibility for any consequences and possible damages that might occur due to the mailing, and / or retaining, of the correspondence in the prescribed manner.

The Bank has no obligations whatsoever to take any action with regard to the administration of the holdings of the Depositors unless specific instructions are given to this effect by the latter.

Correspondence not collected by the customer will be destroyed by the bank 10 years after its date of issue.

6. "General Conditions" and "Regulations"

Moreover, all mutual rights and duties resulting from this Contract, as well as all questions regarding jurisdiction and the law applicable to this Contract, are subject to the Bank's

- "General Conditions"
- "Regulations for the safekeeping of securities and other valuables", together with the "Schedule of Safekeeping Fees",

as per printed copies attached, which form part of the present Contract.

7. Special Arrangements

*# 5*

....., this *20<sup>th</sup>* day of *March 1968*

SWISS CREDIT BANK

The Depositor(s)

Mark your instructions by

Bank, when administrating the account in accordance with the provisions contained in this cipher, will employ the same care which it usually employs in its own affairs. Apart from this care the Bank does not assume any responsibility whatever.

It is explicitly understood that none of the powers and orders included in this cipher will cease by reason of loss of the capacity to act or by the death of the Depositor; they will continue to remain in force (Art. 35 and 405 of the Swiss Federal Code of Obligations).

3. Custody and administration fee.

The Bank will charge a custody and administration fee amounting until further notice to 1/100 p. a., min. 5 Frs.

In case of securities deposited abroad, this fee will be increased by the safekeeping charges of the Bank's foreign correspondents.

*March 20, 1968*

(Place and date)

The Bank:

SWISS CREDIT BANK

*[Handwritten signature of bank representative]*

Depositor:

Agreed signature

*[Handwritten signature of William Saunders]*

*Ordinary signature*

*[Handwritten signature]*

