

PLAUT & DAVIS
Attorneys

76 Beaver Street
New York

March 25, 1936

Mrs. M. Lichtmann
P.O. Box 78
Station H, New York

Dear Mrs. Lichtmann:

We beg to advise that we received from
Messrs. Greenbaum, Wolff & Ernst today the following:

1. Cut of insignia designed by Professor Roerich.
2. One package of purple silk signs with insignia.
3. Symbol designed on cardboard by Professor Roerich.
4. Two blank sheets of paper containing crest and signature of Helena D. Roerich.
5. Original of will dated March 24, 1930 of Nicholas Roerich, which seems to have been prepared by Weiss, Pels & Grant.
6. Sealed envelope containing document described on the outside as the will of Frances R. Grant, which seems to have been prepared by Mullen & Bloch.
7. Original and copy of will dated November 25, 1924 of Maurice Lichtmann, which seems to have been prepared by Morris, Plante & Saxe.
8. Original and copy of will dated December 5, 1924, of Sina Lichtmann, which seems to have been prepared by Morris, Plante & Saxe.

We also received a letter from these
attorneys in which they stated as follows:

"The foregoing comprise all of the writings, documents and papers of Professor and Madame Roerich and Miss Grant which were in the possession of Mr. and Mrs. Horch and Miss Lichtmann, with the exception of the copybooks mentioned in your letter of March 3rd. We are informed that these copybooks were delivered to Mrs. Horch and Miss Lichtmann over a period of years commencing in 1920 or 1921 and these copybooks are the property of the recipients."

Very truly yours,

Plaut & Davis

COPY

PLAUT AND DAVIS
Attorneys

Herbert Plaut
Harold Davis

76 Beaver Street
New York
July 14, 1936.

Mr. and Mrs. Maurice W. Lichtmann
and Miss Grant
310 Riverside Drive
New York, N.Y.

Dear Mr. and Mrs. Lichtmann and Miss Grant:

We are enclosing herewith statements for disbursements incurred to date in connection with the various matters which we are handling for you and the Roerichs. The total out-of-pocket disbursements incurred by us now total \$1054.58. On the other hand, we have received for your account:

Dec. 20, 1935	\$250.00
Jan. 17, 1936	1000.00
Feb. 21, 1936	500.00
Apr. 4, 1936	300.00
June 2, 1936	600.00
Total	\$2650.00

Subtracting the out-of-pockets disbursements from this latter total leaves a balance of \$1595.42, out of which should be subtracted a number of items of overhead expense directly chargeable to the expenses of conducting these various matters but which are incapable of being reduced to exact figures, such as salaries of our office staff including stenographers, stationery, postage and the like.

After deducting these inexact items, which nevertheless are real, we have arrived at the inescapable conclusion that there is practically nothing left to compensate us for our services for the past seven months. And, what is more serious than that, there are little prospects of compensation for services to be rendered in the future.

How much time and effort have been devoted by us in these matters to date is a subject with which you are familiar and needs no elaboration here. For the immediate future we contemplate these: trial of the special proceeding before a referee, preparation for that trial, trial of the mandamus proceeding, interlocutory matters connected with the equity action for the return of the stock including motions for preference, etc., and possibly a trial of that action in the early fall.

It is gratifying to note that Mr. Stokes has informed us that he will, before leaving on his vacation, leave a sizeable check to take care of the disbursements to be incurred on the reference, such as stenographers' charges, subpoena fees, and similar charges, but not including the referee's fee, which we have roughly estimated at \$500.

However, in all fairness and frankness to you, we regret to state that it

is physically and financially impossible for us to continue as your counsel under the present arrangements. In substance, we cannot afford to continue longer. This is no indication that we would not continue if we could, for we believe in the right of your cause and have confidence in eventual success, but in order to work gratuitously one must be able financially to do so. Philanthropy is a blessing enjoyed only by the wealthy. And in justice to our families and fixed obligations which we must meet we cannot afford the pleasure of acting as your counsel and devoting to your causes the time and energy required of them.

This problem has been with us a long time. We have avoided it through reasons of embarrassment and of raising monetary issues in the midst of the fight; but, now with the lull that has come before the reference is to begin, we feel that this is as appropriate a time for bringing up the subject as any that shall occur for quite a while. If we cannot bridge the financial gap there now is time to engage counsel who can afford to carry on where we cannot.

We do ~~now~~ want to carry on, though, if a way can be found to take care of our needs. To offer a concrete program is difficult, but we nevertheless suggest that by the middle of September you ought to have a "war chest" of approximately \$2,500-3,500 to take care of contingencies including counsel fees. Over the summer we would be content with \$500 to be paid within a week or so, and \$500 to be paid in August.

None knows better than we the expensiveness of litigation--but the fact that this is a life and death struggle.

We ask that you address yourselves to this problem immediately so that if it is not possible for us to continue your case you can engage others, but this must be done soon so as to be able to go on from this point without the pinch of time.

Sincerely yours,
(Signed) PLAUT AND DAVIS

HP:s
Enc.

COPY
76 BEAVER STREET
New York

July 14, 1936

Mr. and Mrs. Maurice M. Lichtmann
and Miss Grant,
310 Riverside Drive
New York, N.Y.

to PLAUT & DAVIS DR.

Re: Lichtmann v. Horch (injunction action)
" v. " (Municipal Court proceeding)
Roerich v. " (mandamus proceeding)
Roerich v. " (injunction action)
Roerich v. Tax Commissioner (tax matter)
Roerich v. Horch (replevin)
Roerich v. Horch (second injunction action)
In re Grant (special proceeding under G.C.L.)
Roerich v. Sun (Libel)

For disbursements incurred up to and
including May 4, 1936, as per statement
rendered on May 4, 1936.....\$ 444.75

For disbursements incurred from May 4,
1936, to July 14, 1936, as per attached
statements..... 609.83

Total disbursements to date.....\$1,054.58

(COPY)
Disbursements

1936

May 12	Grosby Press, for printing brief	\$6.38
" 15	J. H. Chriss Mitchell Co., premium on injunction bond	10.00
	Geery & Co. Inc., premiums on replevin and costs bonds	20.00
"	Louis Frey Co., Photostats	3.06
" 20	Special stenographer	6.00
" 28	Special stenographer	5.00
June 2	Greenbaum, Wolff & Ernst, for costs on discontinuance	500.00
June 6	Special stenographer	7.00
July 13	Special dictaphone stenographer	34.50
	Premium of injunction bond	10.00
		<u>\$601.94</u>

Petty Cash Disbursements

May 8	Fares	\$.10
	Fee remittitur App. Div.	.15
" 13	Fares	.10
" 15	Taxing Costs	1.00
" 18	Fares	.10
" 20	"	.20
" 21	"	.10
" 23	Fares and parcel post	.19
" 28	Fares and phone calls	.10
" 29	Phone calls and fares	.25
June 1	Phone call	.05
" 8	Fare	.05
" 19	Certifying orders	2.00
" 15	Filing summons	1.00
" 15	Fares and phone calls	.30
" 17	Fares	.05
" 20	Fare	.10
" 24	Fares and phone calls	.25
" 25	Fares	.30
" 26	Fares	.10
" 27	Filing Bond	1.00
" 27	Fares and phone calls	.10
July 1	Phone call	.05
" 2	Fare	.05
" 7	Fare	.10
" 9	Fare	.10
		<u>7.89</u>

Total disbursements. \$609.33

COPY

July 20. 1936.

Mrs. Sina Lichtmann
Third Floor.

Dear Mrs. Lichtmann:-

Enclosed herewith please find letter from the Czechoslovakian Consulate, also envelope which was addressed as follows:

ROERICH MUSEUM
310 Riverside Drive
New York, New York.

Sincerely yours,
H. MARVIN

Encl.

Ceskoslovensky Generalni Konsulat
Czechoslovak Consulate General

1440 Broadway
New York, N.Y.
July 16, 1936.

In reply refer to
13814/36/Obch

Roerich Museum
310 Riverside Drive,
New York N.Y.

Att: Miss Sina Lichtmann

Dear Miss Lichtmann:

In the absence of Dr. J. Starch, I wish to acknowledge the receipt of your letter of July 14th, and the enclosed article "Zlata Praha" written by Professor Nicholas de Roerich.

I do appreciate your kind words and can only assure you that Dr. Starch, who is returning to New York in about a weeks time, will be happy to meet you and so renew the pleasant relations between your Institution and this Consulate General.

(Signed) Very truly yours
L. J. HAJNY
L. J. HAJNY
Acting Consul General.

EJH/ko

COPY

76 Beaver Street
New York City
July 27, 1936.

Mrs. M. H. Lichtmann,
P.O. Box 78,
Station H, New York.

Dear Mrs. Lichtmann:

I acknowledge receipt of a copy of a cablegram sent to us by Professor Roerich and Mme. Roerich certifying that they never transferred their two shares of Master Institute stock to anybody, and also a copy of a letter from Mr. Horch to Professor Roerich, dated December 9, 1924, certifying that all loans between the two of them were liquidated.

These are very interesting but unimportant in view of the fact (1) the cablegram neither adds nor detracts from the strength of our case, and (2) the copy of the Horch letter to be of any value would have to be either the original or a photostatic copy.

I would appreciate it very much if in your next communications to Professor Roerich you would request him to send to us immediately the original letter of December 8, 1924.

With kind regards, I am,

Very truly yours,

HERBERT PLAUT (Signed)

HP/s

PLAUT & DAVIS, Attorneys,
76 Beaver Street, N.Y.C.

August 4, 1936

Mrs. M.M.Lichtmann
P.O.Box 78, Station H.
New York City

Dear Mrs. Lichtmann:

I beg to acknowledge receipt from you of your letter of August 3rd, enclosing a letter addressed to Messrs. Bloomberg & Bloomberg. I hope that I shall be able to see the files, although I am not very sanguine about it.

I also have read the letter which you propose to send to the newspaper regarding the desecration of the chapel. I must say that I do not like this letter at all. Its entire tone is one calculated to incite further disturbances. I feel also that it is libelous, and if printed by a newspaper, would bring a law suit tumbling about our heads.

I doubt very much whether any newspaper would print a letter of this type, but irrespective of that practical suggestion, I would not want an attempt made to have such a letter printed, in view of the fact that I am blind enough not to be able to see what practical effect such a letter would have in aiding your cause.

Our case belongs in the law courts. The relief we shall get shall come from the courts. Let us keep that policy in mind, and by so doing, we shall avoid unnecessary complications and additional worries.

The friends of your cause need no such publication in a newspaper to keep alive their enthusiasm. For the present time, the public at large is interested not in letters, in a newspaper, but in judicial determinations as to whether or not our cause is one that is to be won in the law courts.

I am sorry to appear standing in your way of having such a letter published, but my duty to you and the cause is such as to make my stand against this letter a firm one.

Sincerely yours,

HP:B

(signed)

Herbert Plaut

251 9
Plaut and Davis
76 Beaver Street
New York City.
Oct. 30, 1936.

Mr. and Mrs. Maurice M. Lichtmann
and Miss Frances R. Grant,
310 Riverside Drive,
New York City.

Re: Various Matters

Dear Mr. and Mrs. Lichtmann and Miss Grant:

We are enclosing herewith statements for disbursements incurred to date in connection with the various matters which we are handling for you and the Roerichs. Our last statements was rendered to you under date of July 14, 1936. At that time the out-of-pocket disbursements totalled \$1054.58, and the receipts from your account totalled \$2,650.00.

Since that date, we received from Mr. Stokes, on July 20, the sum of \$500 to be applied to the expenses of the reference. As appears from the attached statement, \$173.27 of that sum has been expended to date.

Also since that date, we received for your account, on July 18, \$500, and on August 19, \$500, or a total of \$1,000. Consequently, the gross sum received on your account, exclusive of Mr. Stokes' contribution for the special purpose, is \$3,650.

Since July 14, we have disbursed from our general funds the sum of \$28.72, which added to the sum of \$1,054.58, previously reported, brings the total to \$1083.30.

We respectfully request that you remit to us the sum of \$750 additional on account of professional services.

Very truly yours,
PLAUT & DAVIS

HP:s
Enc.

Special Account Disbursements

1936

July 20	Received		\$ 500.00
July 20	Dictaphone Operator	\$ 34.50	
	Premium on bond	10.00	
July 28	Premium on bond	10.00	
Sept. 3	Dictaphone Operator	1.50	
Sept. 11	Subpoena fee, Albany	12.50	
	Miscellaneous subpoena fees	5.00	
Sept. 16	Clerk's and trial fee	25.00	
Sept. 19	Premium on bond	10.00	
Oct. 2	Subpoena fees	10.50	
Oct. 10	Fees for serving order to show cause	15.00	
Oct. 20	Printing brief	<u>39.27</u>	<u>173.27</u>
	Balance		<u><u>\$326.73</u></u>

200 11
COPY

Plaut and Davis
76 Beaver Street
New York City.
Oct. 31, 1936.

Mr. Maurice M. Lichtmann,
P.O. Box 78,
Station H, New York.

Re: Roerich v. Horch

Dear Mrs. Lichtmann:

I beg to advise that the American Surety Company indemnified by Mr. Stokes and Mrs. Campbell wrote a new bond in this injunction case for \$5000, and that I am taking the necessary steps to have the previous bond in the amount of \$1000 cancelled. When the order of cancellation and discharge is made Mr. Porter will be completely exonerated from any liability.

With kindest regards, I am,

Very truly yours,

Herbert Plaut (Signed)

HP:S

В виду того что Н. сказала что не может ручаться больше чем за 1500.00, Додлей предложил ручаться за 1000.00, на что она согласилась. Сегодня Плаут прислал для него нотариальную бумагу, которую он подписал ручаясь за то, что в случае потери нами этого бонда, он обязуется заплатить одну тыс. дол.

249 12

PLAUT & DAVIS

ATTORNEYS

HERBERT PLAUT
HAROLD DAVIS

CABLE OLDBERTLAW
TELEPHONE DIGBY 4-4644

76 BEAVER STREET
NEW YORK

November 4th, 1936

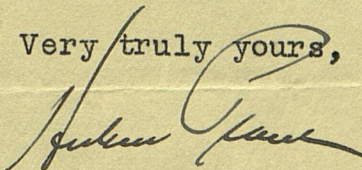
Mrs. Maurice M. Lichtmann,
P. O. Box 78,
Station H, New York.

Re: Roerich v. Horch and Lichtmann
(Replevin)

Dear Mrs. Lichtmann:

The bonding company has requested that I procure an application for the bond to be signed by Mme. Roerich. Consequently, I am enclosing the same for her signature, on page 3. It is not necessary to fill in any of the blanks. Mme. Roerich should be informed that a witness to her signature should write his name to the left of her signature and if the local magistrate is present let him attach his signature to the individual acknowledgement on the fourth page.

Very truly yours,



HP:hs
enc.

COPY

Plaut and Davis,
76 Beaver Street,
New York, N.Y.
November 5, 1936.

Mr. and Mrs. Maurice M. Lichtmann,
and Miss Frances R. Grant,
310 Riverside Drive,
New York, N.Y.

Re; Various Matters

Dear Mr. and Mrs. Lichtmann and Miss Grant:

So that you may be informed of what has transpired in the last ten days or so, I give you below a resume of the various interlocutory moves made by our adversaries and ourselves:

1. Judge Cotillo decided the mandamus case in our favor. However, before the mandamus order can issue, a motion had to be made in Special Term since in the final analysis an issuance or denial of the mandamus is discretionary with the court. We made a motion for the issuance of the final order of mandamus, which we argued before Mr. Justice Carew at Special Term of the Supreme Court yesterday. That motion was opposed by Greenbaum, Wolff & Ernst. If it is granted, it is likely they will appeal.
2. As you know, the court permitted Horch to put in the equity case the twenty counterclaims upon the promissory notes made by Prof. Roerich, totalling over \$113,000. In our reply to those counterclaims, we set up the defenses of payment and discharge, the statute of limitations, want of consideration and an agreement between the parties that Prof. Roerich should not be liable upon the notes. After our motion to strike out the counterclaims from the answer was denied, we placed the case upon the calendar and made a motion for a preference. Our motion for a preference was granted and the case appeared on the calendar of the court on November 2. We answered at that time and the case was marked "ready". According to today's list in the "Law Journal" our case is some 140 numbers from the top of the calendar, which means that it will probably be a month before it is reached actually for trial.
3. In connection with Prof. Roerich's defenses contained in his reply to Horch's counterclaims upon the notes, they demanded that we serve them with a bill of particulars of the facts in back of the defenses. Being unable to furnish them with these facts without an examination before trial of Horch under oath, we in turn made an application for that examination of Horch. They then made a motion before the Supreme Court to preclude us from offering any evidence in support of the defenses against the notes, and we opposed that motion upon the ground that we could not give a bill of particulars until after the completion of the Horch examination. The motion for preclusion is now pending undecided in the Supreme Court; likewise, our motion for an examination before trial of Horch is pending undetermined in the same court.
4. They then made a motion for an examination before trial of Prof. Roerich. This in our opinion was the beginning of laying the foundation for a subsequent motion to be made by them to stay and halt the trial of our equity case until Prof. Roerich appears for the examination before trial in view of the fact, known to them and us, that Prof. Roerich

could not possibly attend the examination before trial. We are opposing that motion on the ground that the examination is not necessary nor material to them; and we made a cross-motion to have a separate trial of our equity action and Horch's counterclaims against Prof. Roerich. That motion will come before the Supreme Court on November 10. If they are successful in procuring an order for the examination before trial of Prof. Roerich and we are unsuccessful in having separate trials ordered, we shall probably make a motion for summary judgement dismissing the counterclaims. This motion will be based on documentary evidence we have in our possession now, showing payment and discharge of the notes. While we could have made this motion before this time, we preferred not to reveal this evidence if it were at all possible to accomplish our purposes in other ways.

Meanwhile the special proceeding before Referee Frankenthaler is scheduled to continue on November 12. I should like to see you all on November 10 or 11 so that we can prepare for this hearing.

Very truly yours,

HERBERT PLAUT (Signed)

HP:s

244
15

Statement of Disbursements

1936

July 27	Certified copy franchise tax return	\$	3.00
Aug. 14	Photostats		1.84
Aug. 22	Sheriff's fee in replevin		12.00
Aug. 28	Photostats		1.07
Oct. 17	Photostats		<u>2.91</u>
		\$	20.82

Petty Cash Disbursements

Fares and phones	\$2.95	
Certifications	3.10	
Filing fees	<u>1.85</u>	<u>7.90</u>
Total	\$	28.72

COPY

The University of the
State of New York
The State Education Dept.,
Albany

HARLAN H. HORNER
Assistant Commissioner
for Higher Education

Nov. 27, 1936.

Mrs. Sina Lichtmann
310 Riverside Drive
New York City.

Dear Mrs. Lichtmann:

Dr. Ernest E. Cole, Deputy Commissioner of Education and Counsel for the Department, has referred to me for inquiry and investigation and report the proposed certificate of incorporation of Roerich Society, Inc. seeking the consent of the Department to incorporation pursuant to the Membership Corporations Law of the State of New York. I find your name among the incorporators and know of your interest in and relation to the Roerich Museum and the Master Institute of United Arts.

I feel that this Department should have fuller information than it now possesses concerning the relationship of these two institutions incorporated by the Regents and of this third one which seems calculated to occupy the same field. Possibly you can give me the necessary information. I write to you because you are the only person among the incorporators whom I know personally. I have advised the local attorney who sent the application to the Department that I cannot act hastily upon it.

Very truly yours,

H. H. HORNER (Signed)
Assistant Commissioner.

HHH:H

COPY

Dec. 21, 1936.

Mr. Herbert Plaut,
c/o Plaut and Davis,
76 Beaver Street,
New York City.

My dear Mr. Plaut:

I am sending you herewith the copies of 2 letters received by me from Mr. Horch on December 10th and 15th, and also a letter which I wrote to Dr. Horner on Dec. 16th with the enclosure of the financial statement of Master Institute of United Arts School Department for October and November, and his answer to me of Dec. 18th.

As per the suggestion you made to me over the telephone last Saturday, I am to send a financial statement of Master Institute for October and November to Mr. Horch. I am enclosing here a copy of it and will greatly appreciate it, if instead of my sending it, you, as our attorney, will send it to him. It is not only greatly repugnant to me to write to Mr. Horch, but I am apprehensive of the fact that any figures I might give him regarding the School, might later be used against me.

Therefore, I feel that if you will send him this information he will be afraid to misuse it.

It also occurred to me that if no information regarding the School will be given to Mr. Horch by me and he would inform Dr. Horner of this fact, the latter would answer him in the same vein as he answered me. As Dr. Horner pointed out in his confidential conversation to us, he wants an answer from Mr. Horch pertaining to the financial status of Master Institute of United Arts and Roerich Museum, and not from anyone else. His letter also confirms this point.

However I leave the final decision in your hands, and am sending you all data for this purpose.

Cordially yours,

Jan. 4, 1937.

Mr. Herbert Plaut,
c/o Plaut and Davis,
76 Beaver Street,
New York City.

My dear Mr. Plaut:

Pardon this somewhat lengthy letter, but ever since I received your letter of Dec. 23, I felt that I had to see you personally and talk over with you the points, as suggested by you for my answer to Mr. Horch. However I have been ill with grippe during this time, and have recovered but a few days ago. This accounts for this letter, since on Jan. 4th I am supposed to be in court as a witness for Mrs. Sutro, so I will not be able to see you.

Before I answer your letter of December 23, I have to preface it by a little report of our last visit with Dr. Horner, of which as yet I do not believe we have had a chance to tell you. At that time, in the early part of December, he told us that he was writing a letter to Master Institute of United Arts, Inc., desiring to receive the latest financial report. He particularly stressed that he wanted to know about the real estate side of the activities and how that point will be answered to him, since, according to our Charter, there cannot be any profit derived from its activities, as this is an Educational Institution and not a business. He told us in confidence that he wanted to get an answer from Mr. Horch. This, by the way, was borne out by Dr. Horner's answer to my letter, in which he stated that he was expecting the latest financial report from Mr. Horch and not from me.

When I received the two short notes from Mr. Horch on Dec. 10 and 15, copies of which I sent to you, I realized at once that he was simply seizing an opportunity to get from me some data about the School, which he could use against me later. Therefore I felt it was best either not to answer or to send the briefest possible financial statement, i.e., for October and November, due to the fact that the School starts its fall season in October.

I felt I could not expand this report, nor can I do it now. In the

summer the School was forcibly closed by Horches, and did not function at all, so did not have any income. As you recall they even seized the books of the School, so when I sent to Dr. Horner the annual report for 1936, from July 1, 1935 to July 1, 1936, I could not even complete it, which fact, as per your suggestion, I wrote to him about at that time. Prior to the closing of the School, Mr. Horch and "other Trustees" held a meeting, at which they resolved to strip us of all our positions and to oust us from our apartments.

With supreme efforts I began in the fall to build up the School again - practically without any means and being handicapped at every step by these inhuman three people.

We had no excess of receipts over disbursements, nor do we have it now. We have debts, among them \$1100.00 owed to me alone, which I doubt will ever be paid. The pitifully small income which the School derives now cannot be explained in detail to Mr. Horch for serious reasons, of which I would rather talk to you personally. This income covers the expenses and leaves a small margin merely because I take hardly any salary for myself, which puts Mr. Lichtmann and me in a most serious financial situation. I am doing it because I am trying to save some money and to keep the School alive during the summer months. The amount of students is so small at present and the outline of the work has shrunk to such an extent that were I to write it to Mr. Horch, he would use these facts against me as a Director of the School! You know as well as I do of what Mr. Horch and his confederates are capable!

So I resolved to send to Mr. Horch on Dec. 28 a brief note with the enclosure of the financial report, the copy of which I sent you. To this Mr. Horch answered, seizing an opportunity for a lengthy correspondence with me, which he desired. I wrote to him a second note, which as it seems to me, was a courteous one. The copies of my notes to him and his answers are enclosed here.

Mr. Horch states in his letter of January 2 that the annual financial report of the Master Institute which was sent by me to Albany in July, 1936, was "never submitted to the President and other Trustees, nor approved by them".

It would be fitting to remind Mr. Horch that he and other Trustees held Board meetings during the year, never informing us about them. Therefore it would be very strange for us to submit to them anything or expect their approval! Not mentioning the fact that in December, 1935, they ousted us altogether as Trustees, which led to the present litigations, in which we demand that our rights be returned to us.

Is it not ridiculous for him to write that that annual report which was sent in July to Albany by me, was not submitted first to him and other Trustees, when it was at that very same time, when these three people caused the locks to be broken in the School, closing by force an Educational Institution! One could ask Mr. Horch why this action was not discussed previously by all Trustees, before it went into effect, wrecking the prestige and good name of the School and depriving it of all income. In view of all this I would rather not answer any more of Mr. Horch's letters, if you approve of it. There is really nothing more I could add to the latest financial report which I have already sent to Mr. Horch, nor does the Board of Regents expect just this information.

20

At 10:30 oclock, Wednesday morning, July 29, Donn Kimmell, secretary of the Master Institute of United Arts, accompanied by Dudley Fosdick, requested from Mr. Cavanaugh the keys to the School, which had been closed since June 24. Mr. Cavanaugh personally gave over the keys to the offices, studios, and closets on the third floor, and at the request of Mr. Kimmell, he attended the opening of all school rooms, offices, closets, and the Chapel of the Institution which is also located on the third floor.

Upon the opening of the Chapel it was discovered that it had been partially looted, many fine ikons, paintings, other religious objects, and a small rug having been taken during the time when the third floor was locked and the keys were in the possession of Mr. Cavanaugh. This unheard-of desecration of a Chapel which was widely known and visited by teachers, students, and strangers, was called to the attention of Mr. Cavanaugh, who disclaimed any knowledge of what was in the room prior to its having been closed. The keys were in the possession of Mr. and Mrs. Horch, and Mr. Cavanaugh.

The two cashbooks and students ledger of the Master Institute, which were turned over to Mrs. Horch at her demand during the month of June, were not returned, thus preventing any resumption of bookkeeping in the Master Institute of United Arts.

So far as can be ascertained at this writing, the contents of the other studios seem to be undisturbed, with the exception of Studio 13, which is cluttered with chairs, a meeting of some sort apparently having been held there during the time the School was supposed to have been closed. Also it has been ascertained that Mr. Cavanaugh rented Studio 7 for piano lessons given by a piano teacher during this period.

In view of the fact that several thousand summer session announcements were sent out immediately prior to the School having been closed, and of having been deprived of the use of the telephone in the school office, any inquiries regarding these summer courses were not received by us. Thus not only did we waste considerable money and effort in circularizing, but the School suffered irreparable damage through the enforced closing. The numerous telephone calls which were made to our office, and which were unanswered, caused the telephone company to send a man to see if there was trouble with our telephone.

There is absolutely no possibility of any activity or marked income for the School until October 1st, and the work of the School is completely crippled, due to the criminal actions of Mr. and Mrs. Horch and Miss Lichmann, who closed the educational institution.

Memo - Dan Hoe know Thayer

COPY

264 21

PLAUT & DAVIS
Attorneys

76 Beaver St.
New York, N.Y.

January 15, 1937

Mr. Maurice M. Lichtmann
310 Riverside Drive
New York, N.Y.

Dear Mr. Lichtmann:

During the summer, you will recall, Messrs. Greenbaum, Wolff & Ernst sent me a paper to be executed by you, it being a satisfaction of the judgment for costs recovered by you together with the other defendants in the foreclosure action against the Manufacturers Trust Company. At that time, Mrs. Lichtmann stated that there was no reason why we should sign this paper at the request of Messrs. Greenbaum, Wolff & Ernst and accordingly I returned it to them. Today I received a letter from Mr. Atlee of Carter, Ledyard & Milburn stating that the Manufacturers Trust Company has been embarrassed by the continued presence of the judgment on record against it and they ask us to send them a satisfaction of that judgment.

I see no reason why the judgment should not be paid in return for the satisfaction. It will help towards defraying expenses in our present action. Accordingly, I have prepared a satisfaction piece for you to sign which is enclosed herewith and ask you to return it to me at once so that I can turn it over to Messrs. Carter, Ledyard & Milburn upon their paying the amount due.

Money is needed too much to carry on the present fight for us to afford to make a present of this sum to the Manufacturers Trust Company.

With kindest regards, I am,

Very truly yours,

(signed) Herbert Plaut

HP:hs
enc.

PLAUT & DAVIS
Attorneys

Herbert Plaut
Harold Davis

76 Beaver Street
New York

January 25, 1937

Mr. and Mrs. M. M. Lichtmann
and Miss Frances R. Grant
310 Riverside Drive
New York, N. Y.

Dear Mr. and Mrs. Lichtmann and Miss Grant:

We have been billed by Mr. Bonyng, the stenographer at the hearings, for \$323. for reporting the hearings to date, and we have also been billed for \$85.68 by the printer who printed the papers.

The money which we received for deposit to cover disbursements has been exhausted by other payments. Therefore, I am writing this letter to you inquiring whether or not the \$500., which I understood Mrs. Sutro was sending to Prof. Roerich, had been returned to this country, so that these necessary bills can be paid off.

Will you kindly let us know?

Very truly yours,

Herbert Plaut

HP:w

265-23
January 27th
1937

Mr. Herbert Plaut,
Plaut & Davis,
76 Beaver Street,
New York City.

My dear Mr. Plaut:-

We have received your letter of January 25th. As it is necessary for us to consult our friends at this time in regard to our general financial situation, we would greatly appreciate it if you would send us at your earliest convenience an accounting of the expenditures and moneys received by you, since your last statement.

We feel certain that this will enable us to arrive at an early solution of the matter.

With best greetings,

Yours,

SL:w

COPY

January 28th, 1937.

Mr. & Mrs. Maurice M. Lichtmann,
and Miss Frances R. Grant,
310 Riverside Drive,
New York, N. Y.

Re: Various matters

Dear Mr. and Mrs. Lichtmann and Miss Grant:

On October 20th, 1936, we reported to you that we had received for your account \$3650.00 and that we had disbursed from our general funds \$1083.30.

We also reported to you that we had received from Mr. Stokes on July 20th, \$500.00 to be applied to expenses, of which \$173.27 have been reported as having been disbursed leaving a balance of \$326.73.

On December 18th, 1936, we received from Mr. Stokes to be credited on your account, \$1000.00, for professional services, which brought the total amount received for your account, exclusive of Mr. Stokes' \$500.00 for the special purposes, to \$4650.00.

Subtracting the disbursements of \$1083.30 from \$4650.00 leaves a balance of \$3566.70 to be credited against our final bill for services.

As appears on the attached sheets, we have since October 20th, 1936, (the date of our last accounting) disbursed the sum of \$322.71 from the special account, originally in the sum of \$500.00 and reduced to \$326.73 by October 20th, leaving a balance in that account now of \$4.02.

We now have bills as follows: Grosby Press, Inc., 30 Ferry Street, New York City, for printing amounting to \$85.68 and Clarence Bonyne for stenographer's services at the hearings in the sum of \$323.00.

We trust this is the information you desire.

Very truly yours,

HP:hs
enc.

Copy.

Balance as of October 30th, 1936

\$326.73

Special Account

Disbursements:

November 18th, Expenses of trip to Elizabethtown on special investigation, re: Moriah	75.00
November 19th, Taxi fares	.95
November 21st, Clerk of Essex County for certified copy deeds and mortgages on Moriah	8.00
December 24th, For special stenographer and pre- paration of exhibits	90.00
December 31st, Dictaphone operator	53.25
January 12th, Photostats	5.61
January 23rd, Premium on bond	50.00

Petty Cash:

Phones and fare	3.95
Taxis	2.75
Telegrams	.60
Filing remittitur	.15
Filing bond	1.00
Clerk's fees on transcript	.25
Filing and certifying order	.85
Subpoena fees	14.40
Filing order	1.20
Certified copy mortgage, Lichtmann to Mitchell	4.85
County Clerk's fees	2.50
Registration	.80
Clerk's fee taxing costs and certification	6.60
Total	\$322.71

Recapitulation:

July 20, 1936 received	\$500.00
July, 1936, to October 20, 1936, disbursed as per statement sent on Oct- ober 30th, 1936	173.27
October 20th, 1936, balance	\$326.73
October 20th, 1936, to Jan- uary 21st, 1937, disbursed	322.71

Balance as of January 28th, 1937

\$4.02

February 2nd, 1937.

Mr. and Mrs. M. M. Lichtmann and
Miss Frances R. Grant,
310 Riverside Drive,
New York, N. Y.

Re: Various Matters.

Dear Mr. and Mrs. Lichtmann and Miss Grant:

In our letter to you of January 28, 1937, we neglected to call to your attention the receipt by us of \$840 from Mrs. Campbell in December; \$600 of this was to be applied as a retainer against our fees in two matters: (1) the continuance of the prosecution of the replevin action in favor of Mme. Roerich, and (2) the discovery of the books, papers, records and documents of Nicholas Roerich Painting & Art Collection, Inc. The balance of \$240. was to be applied towards the payment of disbursements in connection with these two matters.

Very truly yours,

(Signed) Plaut & Davis.

HP:S

(COPY)

February 2nd, 1937.

Mr. and Mrs. M. M. Lichtmann and
Miss Frances R. Grant,
310 Riverside Drive,
New York, N. Y.

Re: Various Matters

Dear Mr. & Mrs. Lichtmann and Miss Grant:

In our letter to you of January 28, 1937, we neglected to call to your attention the receipt by us of \$840 from Mrs. Campbell in December; \$600 of this was to be applied as a retainer against our fees in two matters: (1) the continuance of the prosecution of the replevin action in favor of Mme. Roerich, and (2) the discovery of the books, papers, records and documents of Nicholas Roerich Painting and Art Collection, Inc. The balance of \$240 was to be applied towards the payment of disbursements in connection with these two matters.

Very truly yours,

PLAUT & DAVIS

COPY

Plaut & Davis
Attorneys

February 10, 1937

Mrs. Katherine S. Campbell,
34 Gramercy Park,
New York, N. Y.

In re Grant vs. Newberger

Dear Mrs. Campbell:

We acknowledge receipt of your letter of February 9th enclosing your check in the sum of \$500.00 to be applied to the payment of disbursements incurred in the above entitled matter.

We have today issued our checks against this deposit as follows:

Grosby Press, Inc. for
printing \$25.68

Federal Shorthand Co. for
Stenographer's services
in reporting the examina-
tion before trial of Mr.
Horch - 16.00

Clarence Bonyng, for
stenographers services for
taking minutes of the hear-
ings - 398.32

Total: - \$500.00

Very truly yours,

Plaut & Davis

HP:hs

PLAUT & DAVIS

ATTORNEYS

HERBERT PLAUT
HAROLD DAVIS

243
23
CABLE OLDBERTLAW
TELEPHONE DIGBY 4-4644

76 BEAVER STREET
NEW YORK

February 18, 1937.

Mrs. Maurice M. Lichtmann
310 Riverside Drive
New York, N. Y.

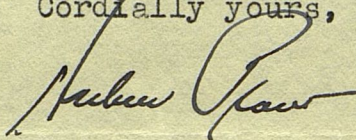
Re: Nicholas Roerich Taxes

Dear Mrs. Lichtmann:

Replying to your letter of February 13 with reference to the check for \$4.82 made to the order of Prof. Roerich by the Treasury Department, my best guess is that this is some refund in connection with the Department of Agriculture's expedition.

I have no definite knowledge on the subject and would suggest that you send the check to Prof. Roerich, and I enclose it for that purpose.

Cordially yours,



HP:s
Enc.

COPY

147
76 Beaver Street,
New York City
February 25, 1937

Mr. and Mrs. Maurice M. Lichtmann
and Miss Frances R. Grant,
310 Riverside Drive
New York, N.Y.

Re: Grant v. Newberger
Roerich v. Horch

Dear Mr. and Mrs. Lichtmann and Miss Grant:

I expect that within a very few days the hearing stenographer is going to ask us for some more money to cover the stenographer's fee to date, and judging from the amount and pages of testimony taken since we paid his last bill, it is my feeling that the new bill will be around \$500.

I also feel constrained to ask you on behalf of my firm for another \$500 to be applied against your account for professional services rendered. The cases have now reached a point where I am forced to spend all of my time in your behalf.

I do appreciate the drain on your finances that has already taken place, but litigations, like international wars, must be financed somehow.

Sincerely yours,

HERBERT PLAUT (Signed)

HP:s

COPY

March 16, 1937.

Mr. and Mrs. M. M. Lichtmann
and Miss Frances R. Grant,
310 Riverside Drive,
New York, mN.J.

Dear Mr. and Mrs. Lichtmann and Miss Grant:

We beg to report that we received a check for \$600.00 from
Mr. Stokes today of which we are applying \$350.00 for the
purposes of disbursements and \$250.00 for professional services.

Very truly yours

(Signed) PLAUT AND DAVIS

HP:hs

COPY

76 Beaver Street,
New York City.
March 16th, 1937.

Mr. and Mrs. M. M. Lichtmann and
Miss Frances Grant
310 Riverside Drive
New York, N.Y.

Re: Grant v. Newberger

Dear Mr. and Mrs. Lichtmann and Miss Grant:

I hasten to inform you that Mr. Shapiro's motion to modify the injunction order (made by Judge Leary last summer and affirmed by the Appellate Division) insofar as it applied to the Master Institute of United Arts, Inc. was denied by Judge Roserman in a decision which appeared in the Law Journal and which reads as follows:

"It has been judicially determined that the moving party was and is a party to this proceeding and is subject to the injunction order. Motion is therefore denied. A new bond should be filed, however, which specifically covers such moving party. Settle order."

The importance of a judicial recognition of Master Institute of United Arts, Inc. as a party to this decision cannot be measured. It is very important.

We shall endeavor to get the bonding company to change its bond so as to meet the suggestions in Judge Roserman's opinion.

Very truly yours,

HERBERT PLAUT (Signed)

HP:hs

82
April 12, 1937

Dear Mr. Plant:

I am enclosing herewith typed memoranda and descriptions which give my picture of certain events during the closing of the school last summer.

You already have my affidavit of June 24th, the first day, describing the visit of the policeman. The taking of the books which occurred the following day, June 25th, and the trouble over the students' works etc., which was on the third day, June 26th, are described in the two papers enclosed.

This material was written on the actual days of the occurrences but were not sworn to before a notary, as I already saw that I would record a great deal that could not be used in that way but would serve later as a record. I have much more material and am compiling it into such a record but since I am aware that you probably would consider much of it inappropriate for use in your plan of procedure I am only sending you the two papers which, with the one you have, make a continuous description of the three days.

I made a couple of affidavits on the stamping of the painting backs, which I can give you any time, and I can also make one out about the changing of the lock on the door of the library today if you want it, as I was there shortly after and could not get in,-- and Mr. Kimmell told me what had just happened.

I respect your discretion in choosing material and presenting it and wish to help in any way possible.

Good luck,

COPY

Plaut and Davis
76 Beaver Street,
New York City.
April 16, 1937.

Mrs. M. M. Lichtmann
310 Riverside Drive
New York, N.Y.

Re: Grant v. Newberger

Dear Mrs. Lichtmann:

I am dictating this letter after my return to the office and in a little calmer frame of mind. I know I won't have the opportunity of conferring with you until my return, which will be sometime on April 28. I shall want to confer with you on that day because the following day, April 29, is the date of the next hearing.

I think it would be a good thing if in the meantime you would reduce to writing your thoughts as to what exactly compelled you today to identify certain notes as having been those you saw in 1924, as distinguished from those which you could not identify. What I want is, not your mental operation in 1924, but your mental operation of today; what exactly went on in your mind when you picked out some of these notes.

My best feelings at the moment are that we should be free to admit next time that you were guessing today, that you had a recollection independent of the notes that you say today of having seen certain notes for amounts which you can remember, or certain notes for dates that you remember, and having seen these notes today you jumped at the conclusion that those must have been the notes. However, that is a question which I leave entirely to you. My own opinion is that as a matter of common knowledge it would be absolutely impossible for you to tell today which of the notes you saw in 1924.

I think the effect of what transpired today can be ameliorated to a great extent, at least for the record, by a frank statement that your process of thinking today was a process of guessing.

Sincerely yours,
Herbert Plaut (Singed)

HP:s

April 19, 1937

Mr. Herbert Plant,
c/o Plant and Davis,
76 Beaver Street,
New York City.

My dear Mr. Plant:

I received your letter of April 16 and I deeply appreciate your writing it at the time when you were so very exhausted and occupied with so many things prior to your leaving for a well deserved rest.

It is quite a coincidence that I was going to write to you and express my thoughts as fully as possible in regard to my testimony of April 16th, so that I really anticipated your suggestion of doing it. Let me state the following facts: The reason why I tried to identify certain notes as those which I saw in 1924, doing my very best to distinguish them from those which I could not identify was as follows: my mental operation the other day was reduced to my visual memory of the entire batch of notes which I have seen in 1924, and which to me seemed identical to those which I saw Friday. They were all similar in appearance, that is, in the handwriting, - no special distinctions from one to another. Also certain months such as some September, December, April, of the years 1922-1923, when I looked at them Friday, recalled to me the same thing which I saw then, and above all the repetition of certain figures, such as a few \$8,000.00 notes (when I say \$8,000.00 it may have been \$8,000.00 and some odd hundreds, but I remember the figure 8), some \$5,000.00 notes, a \$25,000.00 note, and a few odd ones. When I said above "all similar in appearance" I meant only those which I have seen being signed, looking over the shoulder of Prof. Roerich.

I repeat again, I came in when the signing of these notes was in process, I saw a batch of notes on the table, which one by one were taken out and put aside on the table as if to dry. I do not know in what order they were and would only try in the best way to recall those few which I have seen. I left the room before they were all signed. You recall that when I was given the batch of notes to identify those which I have seen signed, I hesitated a great deal in trying to pick out those which I could identify by a process of memory. I repeated several times this which I have written above, and was on the verge of saying many times that I could not be very definite on any of them, but I was pressed so hard that it seemed to me

that I had to single out some notes, according to law. Hard as I tried, going over, I decided not to look through the entire batch, but try to put aside just a few in which the identity of the handwriting, repetition of figures, and certain dates impressed themselves upon my memory. But even at that it was not a process of definite identification of separate notes and that is why I kept saying that I pick out these notes to the best of my recollection. You recall that I tried repeatedly to make a statement as to why I am picking out a few notes altogether, but I was not allowed to do so. As the cross-examination went on I then realized that any further attempt on my part to pick out any other notes or to compare the already picked ones with those which I did not choose, would be even more definite guess-work, and not at all based upon trying to recall certain notes because of the distinctions which were impressed upon my memory since 1924. When the referee asked me to compare the two notes with the one and asked why I did not pick out that one, all I could say was that the ink was heavier on the note, and that was honestly said because those notes which I have seen impressed me as being very much alike to each other, written in pale ink and the same handwriting. As much as I wanted to express myself along these lines I could not do, because I was pressed for definite answers to definite questions, but I still feel that my mental process was an honest effort, based upon visual memory of a person who sees papers over a shoulder of someone else, but not holds them in her hands and examines them minutely. When I picked out certain notes I thought I was identifying the batch by picking out certain recognizable features; not that I was identifying the separate features themselves independently. I may identify a face by a long nose when in actual measurement there are many noses equally long.

I believe I told you some time ago that I often remember things with association of certain objects and details which impress themselves upon me, and which help me to recall them at a considerably later period. If I might add, the reason for such a memory is because I was trained as a musician and that means that my memory was trained according to musical forms, thematic development, modulations, characteristics in counterpoint, melodic line, etc. This is a process of deduction, and I do usually the same thing outside of the field of music.

I will be very happy to admit openly that which prompted me to pick out a few notes as distinguished from other notes and that it was not absolute identification of each and one separately. But then I also must repeat that which I said Friday in trying to explain my process of thinking - it was absolutely a straightforward action of trying to answer the question which I thought I had to answer. My first impulse was to say I could not identify any of them separately, but I remember very well the batch of all notes together, because of certain features of some of the notes.

I trust that this explanation is clear and I am happy to repeat it or to do the best I can at the next testimony. I trust that you will come back, having sufficiently rested, and will look forward to seeing you on the 23th.

With my very best greetings,

Most sincerely yours,

Sina Lichtmann.

COPY

Plaut and Davis
76 Beaver Street,
New York, N.Y.
June 2nd, 1937.

Mr. and Mrs. Maurice M. Lichtmann
and Miss Frances R. Grant,
310 Riverside Drive,
New York, New York.

Re: Various Matters

Dear Mr. and Mrs. Lichtmann and Miss Grant:

We beg to acknowledge receipt today of Mr. Stokes' check for \$500.00 for which please accept our thanks.

On April 14th, 1937, we wrote to you that of the \$600.00, which we had received on account of disbursements, we had spent \$80.63, leaving a balance of \$519.37. Of that sum of \$519.37, we paid the following:

April 15 - Clarence Bonyng, for stenographic
service - \$444.37
April 23 - Mahoney Bowen & Company, for
accountant's service - \$25.00

Making a total of \$469.37

Subtracting this of \$469.37 from the balance previously held by us of \$519.37 left a net of \$50.00. On April 17th we received from Mr. Stokes for your account \$500.00, half of which we applied for professional services and the other half of \$250.00 we applied on account of disbursements, thus making a total in our hands available for disbursements of \$300.00.

Mr. Bonyng's final bill in the Grant v. Newberger case was \$218.31 and his final bill for the Roerich v. Horch case of \$167.00 or a total of \$385.31. Since we had \$300.00 on hand, we are using that money to pay Mr. Bonyng and also \$85.31 of the present \$500.00 which came in today. As a result, of the \$500.00 which we received today, \$85.31 will be credited for disbursements and the balance of \$414.69 will be applied by us on account of our services.

We ought also to mention that Mr. Stein's bill of \$200.00 was paid on May 10th, 1937 by Mr. Stokes' check.

Very truly yours,
PLAUT AND DAVIS

HP;hs

Latest report

COPY

307
32
76 Beaver Street,
New York, N.Y.
July 23, 1937.

Mr. and Mrs. M.M. Lichtmann
and Miss Frances R. Grant,
310 Riverside Drive,
New York City.

Dear Mr. and Mrs. Lichtmann and Miss Grant:

We would be very much obliged to you if, at your early convenience,
you could arrange to send us \$500 on account.

There are numerous bills which have to be paid, including premiums
on the injunction bonds, printing reply brief, and the expenses of the
Washington trip.

Very truly yours,
PLAUT AND DAVIS

HP:s

COY

Plant and Davis,
76 Beaver Street
New York City.

September 14, 1937.

Mrs. M. W. Richardson,
510 Riverside Drive,
New York, N.Y.

Re: Roerich v. Hough (replevin action)

Dear Mrs. Richardson:

In this replevin case I have recently received a bill for a general premium on the bond which we put up on behalf of Mrs. Roerich as security for costs. The premium amounts to \$10.00.

I would appreciate it if you would have this sum forwarded to me so that the bill can be paid.

Very truly yours,

EDMUND PLANT (SIGNED)

HP:s

Plaut and Davis
76 Beaver Street,
New York City.
Nov. 6, 1937.

Mr. J. G. Phelps Stokes,
33 Madison Avenue,
New York, N.Y.

Re: Roerich v. Horch

Dear Mr. Stokes:

We beg to acknowledge receipt of your letter of November 5 enclosing checks aggregating the sum of \$500 to apply to expenses in connection with the appeal in the above case.

In view of the fact that we have not had the pleasure of speaking to you within the last few weeks concerning these matters, it might be advisable at this moment to tell you what their status is.

In the case above, a judgment was entered on the Referee's Report, and very soon thereafter we served a notice of appeal. We have sent the record to the printer who is now in the midst of setting it up. Without any unforeseen developments, the case will probably be argued in the Appellate Division in January or February.

The special proceeding, that is, the case entitled "Matter of Grant v. Newberger", has taken a somewhat different course owing to the fact that Mr. Frankenthaler was there merely a referee to hear and report. The practice in such matters is that before a final order can be made, the Report must be confirmed by a Justice of the Supreme Court. The motion to confirm and our motion to set aside the Report was argued before Mr. Justice Valente who took all the briefs and an additional memorandum which we prepared. This occurred about three weeks ago. No decision has yet been made. If an adverse decision is made, of course there will have to be an appeal in that case as well. If a favorable decision is made, of course we should have an additional pronouncement that Mr. Frankenthaler was wrong. A middle course may be adopted by Mr. Justice Valente which we in fact suggested to him, that he hold up his decision until the appellate courts have decided the equity case of Roerich v. Horch.

We trust that we soon may have the opportunity of talking with you and to hear your words of advice which have proved in the past to be so very valuable.

Very truly yours,

HP:s

CC Mr. and Mrs. M.M. Lichtmann
310 Riverside Drive, N.Y.

Miss Frances R. Grant
310 Riverside Drive, N.Y.

COPY

PLAUT & DAVIS
76 Beaver Street
New York, N.Y.
November 24, 1937.

Mr. and Mrs. M.M. Lichtmann
and Miss Frances R. Grant
510 Riverside Drive
New York, N.Y.

Re: Grant v. Newberger

Dear Mr. and Mrs. Lichtmann and Miss Grant:

I wish to summarize for you what has happened within the last few days with reference to this matter.

Mr. Frankenthaler's report as referee was filed on October 7, 1937. Greenbaum, Wolff & Ernst made a motion to confirm the report and we made a counter motion to set aside and disaffirm the report. Both of these motions went, as they had to, to Judge Valente. On November 10 he handed down a memorandum in which he announced that he granted their motion to confirm and denied our motion to set aside.

Judge Valente asked that both sides submit to him proposed forms of the final order. Greenbaum, Wolff & Ernst prepared their forms. We did not like several features of their form and we prepared a counter form and submitted a brief expressing our position.

On November 15 we prepared and had served a motion to Judge Valente to continue the temporary injunction until the appeal should be determined. Greenbaum, Wolff & Ernst opposed that motion. We submitted a brief in support of that motion.

Yesterday Judge Valente telephoned to us that he was unable, because of technical difficulties, himself to extent the injunction pending the appeal but he would see that a stay was obtained at least until the Appellate Division should decide whether or not the injunction should be continued. We telephoned Mr. Shapiro and he said that he would be willing to leave things in status quo until the Appellate Division itself should decide whether to continue the injunction pending the appeal. We thereupon prepared long affidavits and notice of motion to the Appellate Division asking that Court to continue the injunction until the appeal is determined, and that motion will be presented to the Appellate Division this Friday morning.

In the meantime, Judge Valente signed the form of final order prepared by Greenbaum, Wolff & Ernst. In that order he declared that the \$5,000 injunction bond which we had posted was forfeited and he appointed a referee, Julius Hallheimer, of 41 East 42nd Street, as referee to decide how much was the damages which would be assessed against the bond. We endeavored to have Judge Valente hold up declaring the forfeit of the bond and to hold up appointing a referee to assess the damages until after the appeal is heard. He did not do this. We shall have to make a plea to the referee to delay until after the appeal is determined.

Today we served a notice of appeal from the final order and shall have to prepare the record and endeavor to have this case heard at the same time that the equity action is heard before the Appellate Division.

Very truly yours,
HUBERT PLAUT (Signed)

COPY

76 Beaver Street
New York, N.Y.
January 3rd, 1938

Mr. and Mrs. M. M. Lichtmann
and Miss Frances R. Grant,
310 Riverside Drive
New York, New York

Re: Grant v. Newberger

Dear Mr. and Mrs. Lichtmann and Miss Grant:

I beg to inform you that Messrs. Greenbaum, Wolff & Ernst have served us with motion papers for leave to reargue the motion to continue the injunction.

They have found fault with the rulings by the Appellate Division in failing to require us to post additional security. They ask for an additional bond of \$25,000.00.

I am in the midst of preparing affidavits in opposition to that motion which will be submitted to the Court on Friday.

Very truly yours,

HERBERT PLAUT

HP:hs

COPY

Jan. 4, 1938

Mr. Herbert Plant,
c/o Plant and Davis,
76 Beaver Street,
New York City.

My dear Mr. Plant: I am sincerely sorry that I could not come in touch with you personally all this time, but probably Mr. Lichtmann told you that I was quite ill with neuritis all this time, and got up from bed only yesterday.

Since September, being quite uncertain as to whether we shall retain our injunction, I had to contend with seeing the most harmful attacks deliberately directed against the Master Institute of United Arts, the School Department, by the trio. I believe I have sent you their catalogue which they have openly issued this season, sending it out extensively, and also advertising a definite rival school, bearing the very identical name of Master Institute of United Arts, School Department, in order to deliberately crush our School, of which I am the Director.

You are also aware now that while they tried at practically the last moment to take away our telephone out of the telephone book, which we got back with considerable battling, they tricked us by inserting their telephone, ACademy 4-1700, under the very same title, Master Institute of United Arts, School Department. All this had to be endured at your advice, due to the fact that we were afraid that we may lose the injunction.

At this time it is but right for me to tell you that the School, because of these malicious actions of our adversaries, has suffered greatly. We have lost practically more than half of our students. We do not get new inquiries, because it is obvious that they are received by the other party. We have no space to give our student and faculty events, which, would they be given in the halls of the Museum, would definitely bring new contacts and new people. In short, the financial situation of the School is so serious that unless we shall demand some of our rights which are included in the injunction, the School may find itself in an absolutely helpless situation. And the School, after all, must go on and show development, because then in the public eye, it will be looked upon quite favorably if I can produce good results in spite of all these difficulties.

A couple of days ago came to my attention a letter which is being circularized by the trio, and an advertisement which they placed in regard to "their School". I regard this as an outrage of the first order. The letter solicits memberships, while Master Institute of United Arts never had a membership outside of students who pay regular fees. This looks like a deliberate extortion of money, which may mislead greatly those who know our School from before.

As to the advertisement - piano, photography, and psychology, as a sum total of a school's courses, casts a very peculiar and undesirable stain upon the reputation of our Institution, especially so since our adversaries put it down as the courses of the Master Institute of United Arts.

However, to our great fortune, the injunction has been granted to us to continue until our case comes up for trial. Therefore I beg of you, Mr. Plant, to render me your full assistance in this most serious situation,

COPY

76 Beaver Street
New York City.
January 18, 1938.

Mr. and Mrs. M. M. Lichtmann and
Miss Frances R. Grant,
310 Riverside Drive
New York City.

Re: Grant v. Newberger

Dear Mr. and Mrs. Lichtmann and Miss Grant:

I regret to inform you that the Appellate Division, by an order dated yesterday, which appeared in the Law Journal of today, changed its previous decision on continuing the injunction so that the order now reads as follows:

"It is ordered that the said motion be and the same hereby is granted, the order of December 17th, 1937, vacated, and the motion of the appellants to continue the injunction granted, upon condition that the appellants file, within ten days from service of this order with notice of entry thereof, an additional surety company undertaking in the sum of \$20,000 to the effect that the petitioners will pay to the respondents such damages, not exceeding said sum, as respondents may sustain by reason of the injunction in the event of affirmance by this Court of the order appealed from or dismissal of the appeal, and upon the further condition that the appellants procure the record on appeal and appellants' points to be filed on or before the 21st day of February, 1938, with notice of argument for March 8th, 1938, and that the appeal be argued or submitted on that day"

Unless the bond is filed within ten days, we can expect that the school will be closed to us and that proceedings will be taken to dispossess you and Mrs. Schafran. In the meantime, we are exerting all our efforts to speed the appeal.

Very truly yours,

HERBERT PLAUT

HP:lk

COPY

CHEMICAL BANK & BRUST COMPANY
165 Broadway
New York, N. Y.

COPY

February 23, 1938

Plaut & Davis
76 Beaver Street
New York, N. Y.

Re: Nicholas Roerich

Attention: Herbert Plaut, Esq.

Gentlemen:

This will acknowledge receipt of your letter of February 19, 1938 in regard to the payment of \$207.47 to the Collector of Internal Revenue for the Third District of New York.

Under date of December 7, 1935 this bank was served with a Notice of Tax Lien under Internal Revenue Laws and Notice of Levy issued by Joseph T. Higgins, Collector of Internal Revenue for the Third Collection District for the State of New York, in which we were required to hold the sum of \$48,758.50 for an Internal Revenue tax against the account of Nicholas Roerich. At the time of the service of the above described Notice and Levy there was a credit balance standing to the credit of Nicholas Roerich in the amount of \$207.47. Under date of February 10, 1938 Joseph T. Higgins, Collector of Internal Revenue, Third District of New York by his Deputy Joseph Murtha demanded that we turn over to the Collector the balance standing to the credit of Nicholas Roerich covered by the Notice of Levy and copy of Lien referred to above. This explains the charge represented by the debit advice addressed to Prof. Nicholas Roerich and referred to in your letter of February 19. At the present time there is no balance in the account of Prof. Nicholas Roerich.

Very truly yours,

BYRON B. RALSTON (SIGNED)

Byron B. Ralston

45
August 16th, 1938

Mr. Charles C. Burlingham
Black Point, Connecticut

Re: Roerich vs. Horch

Dear Mr. Burlingham:

One thought more. Mrs. Sutro sent me a copy of your letter to her in which you stated Judge Seabury would do anything you asked him. As you probably act as counsel in the Court of Appeals in this case. After a very pleasant conversation, I sent Judge Seabury the records and briefs in the Appellate Division. Towards the end of July he telephoned me and stated that he could not act as counsel in this matter without first thoroughly digesting the case, that the three volumes of the record and the large briefs had presented too much material for him to go through up to that point and that he did not think he would have much more time during the summer. You see, the records had been filed in the Court of Appeals last June and in the normal course of events the appeals will be argued in October. I still do not know whether there is enough time for anybody to adequately study the case and prepare the briefs. I have been able to do so only because from the beginning I have lived through the case but I seriously doubt whether any stranger to the case could do so.

Nevertheless, and in order that we may have the feeling that we have left no stone unturned, I ask that you kindly write to Judge Seabury and perhaps he might be in a position to reconsider.

I realize that time is running short and that according to the rules we should have already served our brief. To be fair with Judge Seabury, I might also suggest to him, if I were writing, that this is the present status of the case.

Very sincerely yours,

Herbert Plaut

46
August 17th, 1938

Miss Frances R. Grant
310 Riverside Drive

Mrs. Sina Lichtmann
163 West 72nd Street
New York, N. Y.

Dear Miss Grant and Mrs. Lichtmann:

What I write to you below is to be interpreted as being in your interests and certainly not in mine because I have nothing to gain from it except some hard work.

The situation is this with respect to the appeal. We were required to file the record in the Court of Appeals last June. We did so. When the record is filed the clerk places the appeal on the calendar. The case has been placed on the calendar. In the normal course of events, it will be reached for argument in Albany the early part of October.

The argument cannot be had without briefs. These briefs according to the rule have to be filed within twenty days after the record is filed. They have not yet been filed nor have they been printed because of the desire to interest a prominent counsel to act on the appeal in your behalf. There can be very little more delay. Messrs. Greenbaum, Wolff & Ernst have called us on the telephone and have asked us to serve them with briefs.

If the brief is not filed very soon you can expect a motion to dismiss the appeal. That will be the end of the case. Without more, not only will the original bonds be collectible at that time but also the two \$500.00 bonds recently posted through the goodness of Mrs. Sutro and Mr. Stokes.

The Judge Seabury angle is something that has to be faced with a practical eye. I know definitely he did not examine the records despite the fact that he held them for over a month. Nor will he consent to interest himself in the case until he has fully studied the records. That would mean at least another month's delay even if he does condescend to act as counsel. I do not think your case can wait that long.

This is a plain matter which requires plain talk. You either have to fish or cut bait. I have no desire to be mixed up in a motion to dismiss the appeal for lack of prosecution.

I suggest that we meet at my office on Monday and tentatively let that meeting take place at 11 in the morning.

Very truly yours,

Herbert Plaut

PLAUT & DAVIS

*Working on a new plan on
the - in more and better
document - on new job.* 42

September 23, 1938

Mrs. Sina Lichtmann
250 West 57th Street
New York City, New York

Miss Frances R. Grant
45 West 45th Street
New York City, New York

Re: Roerich vs. Commissioner of Internal Revenue

Dear Mrs. Lichtmann and Miss Grant:

I received in the mail this morning a printed copy of the opinion of the Board of Tax Appeals in this matter. The opinion is eighteen printed pages and it may take a few days before copies of it can be completed.

The purport of the opinion is as follows: The Board held that the sums received by Professor Roerich in 1926 and 1927 were taxable as payments for paintings sold by Professor Roerich and were not merely contributions to a scientific expedition. That the sums received by Professor Roerich in 1934 on the sale of paintings were, of course, taxable but that the amounts received by Professor Roerich for compensation and subsistence and paid him by the United States Government for his services in seeking drought-resisting grasses in Asia were not taxable. That there was not fraud to support a 50% penalty with respect to the failure to file returns for 1926 and 1927 but the Board held that the failure to file a return for 1934 and the resulting deficiency were due to fraud with intent to evade tax and that the 50% penalty was properly added to the deficiency.

I suggest that you wait until you receive from me within the next few days a copy of the decision before further discussion on this matter is to be had. By that time we will have been able to study the decision carefully and can make recommendations to Professor Roerich for any future proceedings.

Very truly yours,

Herbert Plaut

PLAUT & DAVIS
Attorneys

Herbert Plaut
Harold Davis

Cable OLDBERTLAW
Telephone Digby 4-4644

76 BEAVER STREET
NEW YORK

November 1st, 1938

Mrs. S. Lichtmann
309 West 57th Street
New York, New York

Re: Roerich v. Horch
Grant v. Newberger

Dear Mrs. Lichtmann:

I wrote to Mr. Stokes regarding the matter about which I spoke to you. I am enclosing his answer which I am sure will be self-explanatory.

I wish you would take this matter up with Mrs. Sutro. As I understand it, she had money available to pay outside counsel and I do hope that she can spare some money in order that these expenses can be paid. You must realize that I went into this thing in entirely good faith, devoted a great deal of time and had I been forewarned that the expenses themselves would not be paid until next January I do not think I would have sacrificed my time and energy for the appeal. Now that the doctor has performed the operation I really think that his expenses ought to be paid.

Very truly yours,

Herbert Plaut (sgd.)

HP:hs
Enc.

49
November 16, 1938

Mr. Herbert Plaut
c/o Plaut & Davis
76 Beaver Street
New York City

Dear Mr. Plaut:

Miss Grant and I have received your letter of November 12th, advising us that you wish to withdraw from handling all cases specified in paragraphs 1 to 6 inclusive.

We are surprised at this unexpected decision, since we understood that you wanted only to withdraw from the Tax Proceedings case in behalf of Professor Roerich.

We shall greatly appreciate if you will explain in detail the status of each individual case mentioned by you, i.e. what are the very latest dates for taking action or appeal on each case, are there any statutes of limitation, and if so, when they fall due on above cases.

In view of the suddenness of your action, and having no other lawyer for any of the above cases except the Tax Proceedings case, we shall have to discuss as to what further procedure we can undertake, and will inform you of it as soon as we are able to make our plans.

We understand from your last statement that there is still an indebtedness of \$612.76 to the printer, toward which Major Stokes advanced \$150.00 of the \$500.00 promised by him, the remaining sum to be send to you in January. We feel absolutely confident that Major Stokes will fulfill this promise, as he has been a most generous and constant supporter of our cause.

Very sincerely yours,

Sina Lichtmann

Plaut & Davis
76 Beaver Street
New York

October 28th, 1938

Mr. J. G. Phelps Stokes
33 Madison Avenue
New York, New York

Re: Roerich vs. Horch
Grant vs. Newberger

Dear Mr. Stokes:

I approach this letter with a great deal of trepidation and with full realization of the marvelous aid and assistance that you have rendered to the cause of our friends already.

As you probably have been informed, I argued both appeals in the Court of Appeals in Albany on Wednesday of this week. I was called to Albany on Tuesday and I attended court on that day but our cases were not reached. The argument met with an attention that might be termed vigorous. I am pleased with that attitude of the Court because it indicates that the Court's interest was roused.

Now that the argument of the last stage of the matter has been completed I find myself in quite a peculiar position. The enormous expense that has been incurred in the appeals has been mostly but not entirely paid. I was able to get a very advantageous rate of charge from the printer based on my firm's credit with the printer. The balance owing to the printer including the chargers for the latest voluminous printed matter is \$612.76. In addition to that sum, my two day stay in Albany cost me \$25.00. I have been hounded considerably by the printer to pay his bill; and after all, his attitude is not unreasonable in view of the fact that the account has been so long outstanding and the charges were made unusually small almost entirely as a result of my personal pleading with him. The situation is most embarrassing and troublesome to me. You must understand that my services in arguing the appeals was rendered gratuitously. This is the same service for which Judge Seabury was going to charge \$1500.00 and for which other counsel, such as Judge Proskauer, demanded pay. After having rendered my services gratuitously I find myself not merely unenriched (for which I have no complaint) but actually encumbered with personal liability for the expenses. That is a burden which I can ill afford to carry. Miss Grant has informed me that you stated to her that some payment could be made by you in January next, and I realize

51
Mr. J. G. Phelps Stokes

October 28th, 1938

Page 2....

fully that payment by you even then would be an act of great generosity. However, I am hopeful that you will understand the situation which I have tried to describe above with undoubtedly poor phraseology and I am further hopeful that some good luck might befall us all so that you might be able to defray the above expenses, if not all, at least in good part.

As you have seen from my attitude in the past, it is very distasteful to me to speak about money matters. Whenever such matters were broached in my office I have always called the meeting to an end. I have tried to keep my attention fastened to the propositions of law and proof and not have my mind diverted by money matters.

Unfortunately, the weight of these expenditures is pressing heavily upon my partner and myself at the present time, and I have no course to pursue other than to bring these matters to your kind attention.

Sincerely,

HP: hs

82
J. G. Phelps Stokes
33 Madison Avenue
New York

October 31, 1938

Mr. Herbert Plaut,
Messrs. Plaut & Davis,
76 Beaver Street,
New York City.

Dear Mr. Plaut:

I have your very kind letter of 28th inst., and am indeed sorry to note the embarrassment you have been occasioned in the matter of sums still due the printer in the matters of Roerich vs. Horch, Grant vs. Newberger. I well understand how unpleasant the situation must be for you, and yet I trust you will also understand how unpleasant it is for me.

I am sure we are all very sorry for the unpleasantness occasioned you at the joint interview of June 6, 1938, when the anticipated costs of the appeal were laid by you before the conferees, and when possible means of meeting those expenses were alluded to in your presence; and yet I do not see how, under the circumstances, that unpleasantness could have been altogether avoided.

I am sorry that you do not recall my very explicit statement at that time, made in the presence of all the parties, that if Mrs. S. would take care of the printer's costs, I would assume responsibility for the legal fees involved in the appeal, you having advised a few moments before that those legal fees would not exceed \$1,500. I stated in the presence of yourself, as well as of our various friends who were there, that I could not meet those legal costs in cash at that time, but that if it would be agreeable to you, I would send you (or your firm) \$1,000. "the latter part of July" and the balance (viz., \$500.) early in January. I expressed to you the hope that you might find it not too inconvenient to permit that much delay in meeting our friends' obligations to you and your firm in the matter of the appeal. You very kindly and most explicitly assured us all that it would be all right if the matter of fees were thus somewhat delayed, provided the printer's charges could be meanwhile met, and Mrs. S. then most explicitly assured us all, if I understood her correctly, and I am confident that I did, that she would take care of them on the understanding aforesaid, that I would take care of the legal fees in the amount agreed to as above, viz., \$1,500. I left the conference, and I am sure that all participants in it left, similarly, in entire confidence that the printer's charges would be thus taken care of, in a manner entirely acceptable to you and to him; just as I am sure no one had the least doubt that I would keep my engagement to pay your firm's legal charges for services rendered in the appeal, in the amount stated, at the times stated.

Pursuant to my undertaking as above, I sent your firm my check for \$1,000. on July 21, 1938, and received in due course your

Mr. Herbert Plaut

-2-

Oct. 31, 1938.

acknowledgment of receipt of same. I will most assuredly send you the balance due, as agreed, viz., the early part of January, but I cannot send it now. I do, however, enclose my check in your favor for \$150., on account of what I shall owe your firm in January.

I cannot at all understand how so little appears to have been done to date, by the friend whom I so deeply respect, to meet what appears to me to be her undoubted obligation to the printer.

I am very much pleased to note the favorable impression that appears to have been made upon the Court of Appeals by your argument before the Court in the above mentioned issues, and am very hopeful of favorable results ensuing.

Please do not for one moment doubt the sincerity of the representations above made. I am entirely at a loss to understand how the misunderstanding alluded to in your favor of the 28th inst. could have arisen.

Very sincerely yours,

J. G. Phelps Stokes (sgd)

Encl.

November 1st, 1938

Mrs. S. Lichtmann
309 West 57th Street
New York, New York

Re: Roerich V. Horch
Grant V. Newberger

Dear Mrs. Lichtmann:

I wrote to Mr. Stokes regarding the matter about which I spoke to you. I am enclosing his answer which I am sure will be self-explanatory.

I wish you would take this matter up with Mrs. Sutro. As I understand it, she had money available to pay outside counsel and I do hope that she can spare some money in order that these expenses can be paid. You must realize that I went into this thing in entirely good faith, devoted a great deal of time and had I been forewarned that the expenses themselves would not be paid until next January I do not think I would have sacrificed my time and energy for the appeal. Now that the doctor has performed the operation I really think that his expenses ought to be paid.

Very truly yours,

HP:hs
Enc.

Herbert Plaut

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## DECISION

Subsequent to the Board's report, 38 B. T. A. 567, the respondent filed a computation which came on for hearing on November 9, 1938. No objections having been made to the said computation, it is

ORDERED and DECIDED that for 1926 there is a deficiency of \$10,838.53 in income tax and a penalty of \$2,709.63; that for 1927 there is a deficiency of \$10,982.94 in income tax and a penalty of \$2,745.74; and that for 1934 there is a deficiency of \$314.21 in income tax and penalties of \$78.55 and \$157.11.

Enter:

(Signed) John M. Sternhagen

Entered Nov. 10, 1938

Member.



PLAUT & DAVIS

Attorneys

Herbert Plaut  
Harold Davis

56  
Cable OLDBETLAW  
Tel. Digby 4-4644

76 Beaver Street  
New York City

November 12th, 1938

Mr. and Mrs. Maurice M. Lichtmann  
309 West 57th Street  
New York, New York

Dear Mr. and Mrs. Lichtmann:

We have now reached the stage where we are of the opinion that we should like to resign and retire as your attorneys in the various matters which we have been handling on your behalf up to this time. These include the following:

1. The equity action of Roerich, et al v. Horch, et al, in which we have made our argument to the Court of Appeals but in which there has been no decision as yet.
2. The special proceeding to contest the election of trustees entitled In the Matter of Grant, et al v. Newberger, et al, in which we have made our argument to the Court of Appeals and in which there has been no decision as yet.
3. The tax proceeding in behalf of Professor Roerich in which the United States Board of Tax Appeals has made its decision.
4. The replevin action in behalf of Madame Roerich to recover the manuscripts.
5. The libel action on behalf of Professor Roerich against The Sun Printing Association and The Associated Press.
6. And all other incidental matters which may not have been specifically mentioned above.

We shall be happy to sign formal substitutions and to deliver all papers in our possession to you or to your designated attorneys upon receipt by us of payment of our various charges and disbursements.

Very truly yours,

Plaut & Davies (Signed)

HP:HS



57  
PLAUT & DAVIS  
Attorneys

November 16th, 1938

Mrs. Sina Lichtmann  
Roerich Academy of Arts  
250 West 57th Street  
New York, New York

Dear Mrs. Lichtmann:

I received your letter of today's date and I make haste to answer it in view of your statement that you and Miss Grant are surprised at our unexpected decision to withdraw from the pending matters. I am sure that this statement must be inaccurate because I told you on numerous occasions going back to last fall that I did not feel that we ought to continue to act as attorneys in these matters. Certainly the matter was discussed between us on our trip back from Albany. There has been no suddenness in our act but it has been the result of long continued declarations by us that we desired to step out and these declarations were not confined to the tax case.

The two cases of Roerich v. Horch and Matter of Grant have been argued before the Court of Appeals. Nothing further is to be done on those matters until the Court has announced its decision. The tax case has been decided and judgment has been entered. There is only the question of the advisability of an appeal and we understand that this matter is now in the hands of Mr. Kellogg. The libel action is at issue and has been at issue for a considerable length of time. We wrote to Professor Roerich quite a long time ago that we would be unable to notice the case for trial or to proceed further in the matter unless we received a specific retainer of \$750.00 and an assurance that Professor Roerich could attend the trial. In that case, as I explained to you specifically on our return trip from Albany, the defendant may at any time make a motion to dismiss the complaint for want of prosecution. There has been more than sufficient time to act as a basis for their motion. No such motion has yet been made. In the replevin case of Madame Roerich the case is at issue but has not been noticed for trial. There too is the possibility that the defendants may make a motion to dismiss for want of prosecution but that motion we believe could be successfully opposed because there has been a prosecution of it although it has not been noticed for trial. The case was not noticed for trial until the deposition of Madame Roerich was returned. Difficulties were encountered after the commission was sent to the Magistrate in Kulu because the papers were returned



Mrs. Sina Lichtmann -2-

November 16th, 1938

in view of the fact that the Magistrate named in the commission had left his post. This summer we were required to have a new commission issue to the Magistrate without naming him. This new commission together with all the papers were delivered to you last week for forwarding to India. In that case there is pending an examination before trial of Nettie Horch, which examination has been variously adjourned both at the request of the defendants and at our request from time to time and the latest stipulation adjourned the examination to December 15th next.

In the Roerich against Horch case there is not only the charge of the printer for \$612.76 but also my expenses in Albany amounting to \$25.00.

Very truly yours,

HERBERT PLAUT (SIGNED)

HP:hs



November 29th, 1938

Miss Frances R. Grant  
45 West 45th Street  
New York, New York

Mr. and Mrs. M. M. Lichtmann  
Roerich Academy of Arts  
250 West 57th Street  
New York, New York

Dear Miss Grant and Mr. and Mrs. Lichtmann:

We beg to advise that we have received this telegram this afternoon:

"Roerich against Horch judgment affirmed with costs no opinion all concur". John Ludden, Clerk Court of Appeals.

Very truly yours,

Plaut & Davis

HP:hs

P.s. We also received the following telegram this afternoon:

"Matter of Grant Newburger order affirmed with costs no opinion all concur. John Ludden Clerk Court of Appeals."



PLAUT & DAVIS  
Attorneys

Herbert Plaut  
Harold Davis

76 Beaver Street  
New York

December 7th, 1938

Mrs. Sina Lichtmann  
Roerich Academy of Arts  
250 West 57th Street  
New York City

Dear Mrs. Lichtmann:

In response to my inquiry to the American Surety Company, I was advised yesterday that the indemnitors of the \$1,000 bond are the following persons: Mr. Lichtmann, Miss Grant, yourself and Mrs. Campbell.

I have received your letter of December 6th, in which you state that you feel it is but natural to expect us to take care of all proceedings in connection with the taxation of costs and the ascertainment of damages upon the various bonds. Our reluctance to engage further in the litigation stems from a number of reasons, of which the following are the most conspicuous.

The litigations in which we have acted as your attorneys have resulted in adverse decisions; and while we are not the kind to retreat from lost causes, still we believe that inasmuch as we have entered into the fight with so much vigor as to preclude the possibility of effecting some compromise with our adversaries. Some new attorney might be able to compromise the damages on the bonds with much more success than we.

The conduct of the litigations by us has been a great strain on us financially and emotionally. Further efforts would increase these burdens. Even now there are unpaid disbursements for printing.

Very truly yours,

(Signed) Herbert Plaut



985 St. John's Place  
Brooklyn, New York  
December 13, 1938

*Dr. Willis - does  
publishing for  
Art City  
Chicago  
project*

Dear Mrs. Lichtmann:

I have taken time earlier than I expected to be able to, to read Professor Roerich's "Realm of Light". It is an inspiring and noble work, right in line with all that Professor Roerich has done. He is truly a source of eternal Light. His words:

"We understand how indescribably difficult are the ways of Culture. Hence the more carefully must we guard the paths which lead to it. It is our duty to create for the young generation traditions of Culture. There, where is Culture, is Peace. There where is the right solution for the difficult social problems, is achievement. Culture is the cumulation of highest Bliss, of highest Beauty, of highest Knowledge. In nowise can humanity pride itself on having done enough for the flowering of Culture." - are quite in accord with

my own view, and it is such ideas as these that we wish to incorporate in the work we are expecting to do at Chicago one of these days in The City of Arts. I realize the Professor Roerich has had in you a most admirable assistant, and that the work you have both done in your respective ways must have borne fruit of a lasting and admirable character.

I thank you for sending me the book, and beg to remain

Sincerely and cordially,

(Signed) F. Milton Willis



December 13th, 1938

Mrs. Sina Lichtmann,  
c/o Roerich Academy of Arts,  
250 West 57th Street,  
New York, New York.

Re: Grant v. Newberger  
Roerich v. Horch

Dear Mrs. Lichtmann:

I wish to confirm our telephone conversation of this morning in which I told you that we received last night a proposed bill of costs in each of these cases with notice of taxation for tomorrow. The amounts are \$213.92 and \$106.84, respectively. These bills of costs appear to be in the correct amounts. These two bills of costs affect the two \$500 bonds, which were indemnified by Mrs. Sutro and Mr. Stokes, respectively. I do not know which one Mrs. Sutro indemnified or which one Mr. Stokes indemnified but I think that the fair thing to do would be to divide the lump total in half and have each pay a one half share.

Mr. Stern of Messrs. Greenbaum, Wolff & Ernst called me last night to inquire what we intend to do about the injunction bonds in the gross total of \$6,000. I told him that I would communicate with you and would have some word for him this week.

I understand from our conversation of this morning that there is going to be a conference at Mr. Stoke's office on Friday of this week. I suggest that at this conference Mr. Fosdick and Mrs. Campbell be present, together with Mr. Stokes inasmuch as the three of them were the indemnitors on the various bonds.

Very truly yours,

Herbert Plaut (Signed)

HP:BS

P.S. I am enclosing copies of the letters which it was suggested that I write to Mrs. Sutro and Mr. Stokes.



Plaut & Davis  
70 Beaver St.  
New York

December 13th, 1938

Mrs. Lionel Sutro,  
115 Central Park West,  
New York, New York.

Re: Grant v. Newberger  
Roeirich v. Horch

Dear Mrs. Sutro:

I write this letter concerning the two \$500 bonds to secure the payment of costs in the Court of Appeals, on which bonds you and Mr. Stokes agreed to indemnify the surety company. I have just received the proposed bill of costs with notice of taxation for tomorrow in these matters. The costs in the Grant matter amount to \$106.84, and the costs in the Roeirich matter amount to \$213.82. The difference is accounted for by the fact that the brief in the Roeirich matter was much larger and hence more expensive than the brief in the Grant matter.

It is my suggestion that you and Mr. Stokes make arrangements for the payment of the same.

Very truly yours,

HP:BS

CC:  
Mrs. Sina Lichtmann,  
c/o Roeirich Academy of Arts,  
250 West 57th Street,  
New York, New York.



Handwritten notes on the left margin:  
Harris no paper cover faith! No reply - T.A. Harris must be no stop (yours come home)  
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T.A. Harris must be no stop (yours come home)

Plaut & Davies  
76 Beaver Street  
New York

64

January 5th, 1939

Mr. and Mrs. Maurice M. Lichtmann,  
250 West 57th Street  
New York, N. Y.

Miss Frances R. Grant,  
45 West 45th Street  
New York, N. Y.

Re: Roerich v. Horch  
Grant v. Newberger

Dear Mr. and Mrs. Lichtmann and Miss Grant:

On March 18th, 1938, we wrote to you that since the time we were instructed to proceed with the appeal we received to the credit of your account the following payments:

|                    |         |
|--------------------|---------|
| November 6th, 1937 | \$500   |
| November 16th,     | 250     |
| December 1st,      | 500     |
| January 8th, 1938  | 500     |
| February 10th,     | 250     |
| Total              | \$2,000 |

We also wrote in that letter that we had paid out-of-pocket disbursements from November 16th, 1937 to the date of that letter in the amount of \$29.79; and that we had paid to the printer to that date the sum of \$1,150 with the result that we had credited to ourselves on account of fees the balance of \$810.21.

Since the date of that letter, March 18th, 1938, we have received the following further amounts for your credit:

|                 |         |
|-----------------|---------|
| July 22nd, 1938 | \$1,000 |
| November 1st,   | 150     |
| Total           | \$1,150 |

Also since March 18th, 1938, we have paid the following out-of-pocket disbursements:

|                 |                                    |         |
|-----------------|------------------------------------|---------|
| June 27th, 1938 | Filing fee in the Court of Appeals | \$1.00  |
| July 25th       | Premium on bond                    | 10.00   |
| October 25th,   | Expenses to Albany                 | 25.00   |
| Total           |                                    | \$36.00 |

Also since March 18th, 1938, we have paid to the printer, on July 25th, 1938, the sum of \$350.

As a result, out of the \$1,150 that we receive since March 18th, 1938, we expended \$386, leaving a balance which we have applied to our fees amounting to the sum of \$764. When this sum of \$764 is added to the sum of \$810.21 which we had applied to our fees as per our letter of March 18th, 1938, the sum total of fees received since the time when we were instructed to proceed with the appeal amounts to the sum of \$1,574.21.

According to the memorandum which we handed to you last April, shortly after the Appellate Division decided against you and when we were discussing the matter of proceeding to the Court of Appeals, we stated that our fees for the work in carrying the appeals through the Appellate Division would be charged at \$1,500 and for the preparation of the records and briefs to the Court of Appeals and argument



before that Court, we would be prepared to charge a nominal fee of \$500 so that our total fees for carrying on the appeals both through the Appellate Division and the Court of Appeals would be the sum of \$2,000. As previously stated, we have already applied the sum of \$1,574.21 to that sum of \$2,000, which leaves a balance to us on account of fees for handling the appeals in the sum of \$425.79.

There is also outstanding to the printer at this time a balance due of \$588.28. The total printing bill amounted to \$2,388.28 of which the printer has received payments on account amounting to \$1,800.

We are accordingly enclosing our final bill for services and disbursements in this matter which we trust you will find satisfactory.

Very trul yours,  
Plaut & Davies (signed)

Re: Roerich v. Horch  
Grant v. Newberger

For preparation of records and briefs  
and arguments of appeals in the  
Appellate Division and Court of Appeals

\$2,000.00

Received on Account to date

1,574.21

Balance

\$ 425.79

Disbursements

Balance due Press of Fremont Payne Inc.  
for printing

588.28

Total

\$1,014.07

Received Payment,



Plaut & Davis

76 Beaver Street  
New York

January 10th, 1939

Mrs. Sina Lichtmann  
250 West 57th Street  
New York, New York.

Miss Frances R. Grant,  
45 West 45th Street  
New York, New York.

Re: Roerich v. Horch  
Grant v. Newberger

Dear Mrs. Lichtmann and Miss Grant:

I reported to Mr. Shapiro this afternoon that before a definite answer could be obtained to the proposition about settling the judgment for costs, which they have against you, that you would have to get an answer to a letter which you intend writing to Professor and Mme. Roerich and that this might entail a few weeks' delay. Mr. Shapiro stated that he would let me know about whether he would wait for an answer that long; but, he added, that his proposition embraced a relinquishment of all rights to the pictures.

I think that the price is too high. I realize that my opinion has not been solicited but I cannot feel that I am doing my duty if I do not express it. I think that when all is considered bankruptcy is a cheaper price. I say this even though it is possible that some arrangement might be worked out to get back the manuscript of Mme. Roerich as part of this deal.

Very truly yours,

Herbert Plaut(signed)

HP:BS



встряхивая голову!  
по и т.м. хороше!

Miss Frances R. Grant  
45 West 45th Street  
New York, N. Y.

Re: Roerich v. Horch  
Grant v. Newberger

Dear Mrs. Lichtmann and Miss Grant:

Further in connection with the proposition of settling the personal judgments against you, Mr. Shapiro called today to state that he was willing to wait two or three weeks for Professor Roerich's answer to come. He further clarified his position as best as he could with reference to the pictures by saying that he wanted a release of claims to these three general groups of pictures:

(1) Those which Horch claims he bought from Professor Roerich as further developed in the income tax trial.

(2) Those which Professor Rorrich hypothecated to the Fifth Avenue bank on the loan which Horch subsequently paid off; and

(3) Those which were given or sold to the Museum.

It is my thought if you are going to think seriously about this matter and I think you want to give it serious thought, and communicate with Professor Roerich, you ought to state to him that in order to accomplish such a settlement, he ought to give you or either of you a power of attorney to accomplish the release of the pictures and the assignment of the rights in the Painting and Arts corporation.

I told Mr. Shapiro that in all fairness if the proposition was not acceptable to you, I would let him know and consequently I shall wait to hear from you your thoughts.

Very truly yours,

Herbert Plaut (Signed)

HP:hs



Plaut & Davis

February 17th, 1939

Mr. and Mrs. Lichtmann  
250 West 57th Street  
New York, N. Y.

Miss Frances R. Grant  
45 West 45th Street  
New York, N. Y.

Re. Roerich v. Horch  
Grant v. Newberger

Dear Mr. and Mrs. Lichtmann and Miss Grant:

Mr. Davis and I have carefully weighed your statements to me of the other evening to the effect that our work in preparing the record and briefs and arguing the appeal in the Court of Appeals in these two cases was done gratuitously. Unfortunately we cannot see eye to eye with you on this.

We took on the burden of this work in the Court of Appeals after it was agreed at the conference which was had in this office that the proposals and estimates contained in our memorandum to you presented at that conference were accepted. In that memorandum it was stated that fees for professional services for the work in the Appellate Division and all the other work since the institution of the appeal (to that time) could be set at a minimum of \$1,500.00 of which approximately \$800.00 had been paid leaving a balance of approximately \$700.00 and for the preparation of the records and briefs to the Court of Appeals and argument before that Court we would be prepared to charge a nominal fee of \$500.

It would serve no useful purpose, because you are quite familiar with the subject, to tell you how many hours and days we labored between the time the Appellate Division made its decision and the present time. Certainly, \$500.00 is a mere pittance for this work.

It seems a pity that this dispute over pecuniary matters should take place now especially when you and your friends were prepared to pay much larger fees to other counsel who declined to take on this very same work, or even a very much smaller portion of it, because of the amount of work. You will recall my letter to you of August 1st, 1938, in which I told you that Judge Seabury had called to state that he regretted that he could not accept a retainer as counsel in this matter owing to the fact that it is of such tremendous volume that it would entail too much of his time. On the other hand, we have never refused to take on the burdens of hard work.

The balance of our bill of February 5th, 1939 amounts to \$664.07. This did not include \$8.33 of petty cash disbursements. Nor did it include the fees chargeable to Professor Roerich for the work which we did on the libel case.



Since there seems to be an impasse on this matter, we beg to advise that until the charges are paid, we regretfully have to assert the lien which the law affords us on your books and papers.

Very truly yours

Herbert Plaut (Signed)

HP:hs



64

Riverside Drive & 103rd Street Corporation

P R O X Y

Number of Shares of Capital  
Stock Voted on this Proxy.

---

Know all men by these presents that the undersigned hereby constitutes and appoints Harry Hall, Adam S. Borst and Frederick B. Newell and each of them attorneys and agents, with power of substitution in each of them, in the name, place and stead of the undersigned, to vote as proxy at the annual meeting of the stockholders of Riverside Drive & 103rd Street Corporation, to be held on the 14th day of March 1939, at 8:00 O'clock in the evening, and at any adjournment or adjournments thereof, according to the number of votes that the undersigned would be entitled to vote if personally present upon any or all matters set forth in the notice of said meeting dated February 10, 1939, a copy of which has been received by the undersigned, and upon all other matters that may come before said meeting or any adjournment or adjournments thereof. A majority of such of said attorneys and agents as may be present and act, at said meeting, or any adjournment or adjournments thereof, in person or by substitute or, if only one shall be so present and act, then that one shall have and may exercise all the powers of said attorneys and agents hereunder.

In Witness Whereof the undersigned has hereunto set his hand and seal this.....day of.....1939.

---

Florentine S. Sutro  
115 Central Park West  
New York, N. Y.



68

Riverside Drive & 103rd St. Corporation  
120 Broadway, New York, N. Y.  
Room No. 5250.

To the Stockholders of  
Riverside Drive & 103rd St. Corporation

A balance sheet as at December 31, 1938, and statement of net income and earned surplus for the year ended December 31, 1938, as well as a report of your corporation, are submitted herewith.

The principal asset of your corporation is the bond in the principal amount of \$1,674,800 made by Master Institute of United Arts, Inc., to your corporation and secured by a mortgage in like amount on the property located at the northeast corner of Riverside Drive and 103rd Street, New York City, which is owned and operated by Master Institute of United Arts, Inc. Until December 31, 1939 interest on the bond is payable at the rate of 4% per annum but only if and to the extent that the surplus income from the property shall suffice for such payment. However, for the five-year period commencing January 1, 1940 interest is payable at the rate of 4% per annum regardless of the amount of surplus income from the property.

The property has been assessed at \$1,500,000 for real estate tax purposes for the fiscal year July 1, 1939, to June 30, 1940, being the same as the assessment for 1938, and the first half of 1939. The owner has instituted proceedings to obtain a reduction.

The Board of Directors of your corporation is now composed of Mr. Harry Hall, President of the Corporation, Professor Ralph V. C. Magoffin, Vice-President, Dr. Frederick B. Newell, Secretary and Treasurer, Mr. Russell M. Van Kirk, Assistant secretary, the representative of one of the largest stockholders, and Dr. Adams. Borst, Assistant Treasurer and perhaps the largest stockholder.

During the year 1938 the operating expenses of your Corporation were substantially less with the result that its net income, after provision for Federal income tax, was substantially more than in 1937, although the amount of interest received from Master Institute of United Arts, Inc. was slightly less. A dividend of \$.35 per share has been declared, payable February 15, 1939 to stockholders of record February 10, 1939.

February 10, 1939

By order of the Board of Directors,  
Harry Hall,

President



RIVERSIDE DRIVE & 103rd ST. CORPORATION  
(Incorporated in New York)

Balance Sheet - December 31, 1938.

ASSETS

|                                                                                                                                                                                                                           |                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Cash.....                                                                                                                                                                                                                 | \$31, 696.76      |
| Investments in United States Savings Bonds, Maturity Value<br>\$20,000.00--at Redemption Value.....                                                                                                                       | 15,100.00         |
| Accrued Interest on Purchase Money Mortgage.....                                                                                                                                                                          | 1,778.40          |
| Purchase Money Mortgage Receivable from Master Institute<br>of United Arts, Inc. Covering Premises Located at<br>Riverside Drive and 103rd Street, New York City<br>(Face Value - \$1,674,800.00)--At appraised Value.... | 935,000.00        |
| Deferred Charges:                                                                                                                                                                                                         |                   |
| Prepaid transfer Agent's fees.....                                                                                                                                                                                        | \$166.67          |
| New York State Franchise Tax.....                                                                                                                                                                                         | 816.35            |
| Total deferred Charges.....                                                                                                                                                                                               | 983.02            |
| Total.....                                                                                                                                                                                                                | <u>984,558.18</u> |

LIABILITIES

|                                                                                                                                               |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Accounts Payable.....                                                                                                                         | 432.32              |
| Federal Income Tax-Estimated.....                                                                                                             | 292.19              |
| Capital Stock and Surplus:                                                                                                                    |                     |
| Capital stock-authorized, 13,750 shares of no par value<br>issued and outstanding 16,748 shares at a stated value of<br>\$1.00 per share..... | \$16,748.00         |
| Surplus.....                                                                                                                                  |                     |
| Capital surplus.....                                                                                                                          | 961,055.66          |
| Earned surplus.....                                                                                                                           | 6,030.01            |
| Total capital stock and surplus.....                                                                                                          | 983,833.67          |
| Total.....                                                                                                                                    | <u>\$984,558.18</u> |

Note; The Corporation is contingently liable on a first mortgage of \$290,000.00, due March 1, 1940, which was assumed by the Master Institute of United Arts, Inc. the purchaser of the mortgaged premises.



Copy-

Riverside Drive & 103rd St. Corporation  
(Incorporated In New York)

Statement of Net Income and Earned Surplus  
For the year ended December 31, 1938.

Income:

|                                                                                               |                    |
|-----------------------------------------------------------------------------------------------|--------------------|
| Interest on purchase money mortgage receivable from Master Institute of United Arts, Inc..... | \$9,408.05         |
| Interest on Investments.....                                                                  | 541.33             |
| Profit on sale of investments.....                                                            | 210.93             |
| Total income.....                                                                             | <u>\$10,160.31</u> |

Expenses:

|                                   |                 |
|-----------------------------------|-----------------|
| Salaries.....                     | 1,300.00        |
| Legal fees.....                   | 565.36          |
| Auditing.....                     | 150.00          |
| Bookkeeping expense, etc.....     | 200.00          |
| Transfer Agent's fees.....        | 605.79          |
| Capital stock tax.....            | 200.00          |
| New York State Franchise tax..... | 979.60          |
| Miscellaneous.....                | 201.07          |
| Total expenses.....               | <u>4,201.82</u> |

Net Income Before Provision for Federal Income Tax.....5,958.49

Provision for Federal Income Tax, Estimated..... 292.19

Net Income.....\$5,666.30

Earned Surplus at beginning of the year..... 363.71

Earned surplus at end of the year.....\$6,030.01

Certificate

We have made an examination of the balance sheet of Riverside Drive & 103rd Street Corporation as of December 31, 1938, and of the statement of net income and earned surplus for the year ended that date. In connection therewith, we examined the accounting records of the Company and other supporting evidence and obtained information and explanation from officials and employees of the Company; we also made a general review of the accounting methods and of the operating and income accounts for the period and we made a detailed audit of the transactions. We have made similar examination for the three preceding years.

In our opinion, based upon such examination, the accompanying Balance Sheet and Statement of Net Income and Earned Surplus set forth, respectively, in accordance with accepted principles of accounting, its financial condition at December 31, 1938, and the results of its operations for the year ended that date.

February 8, 1939  
New York, N. Y.

George Rossetter & Co.  
Certified Public Accountants



Riverside Drive & 103rd Street Corporation  
Notice of Annual Meeting of Stockholders

-----

New York, N. Y. February 10, 1939

To the Stockholders of  
Riverside Drive & 103rd Street Corporation

Notice is hereby given that the annual meeting of stockholders of Riverside Drive & 103rd Street Corporation will be held at the Auditorium of the Master Institute of United Arts, Inc. Riverside Drive at 103rd Street, New York, N. Y. on Tuesday, March 14, 1939 at 8:00 o'clock in the evening, for the following purposes:

- (1) To elect a Board of Directors for the ensuing year or until their successors are elected and qualify.
- (2) To consider and take action with respect to the approval and ratification of the acts and proceedings of the Board of Directors and the officers of the Corporation since the date of the annual meeting of stockholders, held November 16, 1936, as shown by the minute book of the Corporation or as may otherwise be reported at such meeting.
- (3) To transact such other business as may properly come before the meeting or any adjournment or adjournments thereof.

The enclosed form of proxy and the proxies named therein (Harry Hall, Frederick B. Newell and Adam S. Borst) have been approved by the Board of Directors, of the Corporation and the proxy is sent to you at their direction. The proxies have stated that it is their intention to vote in favor of the election of a Board of Directors, and in favor of the approval and ratification of the acts and proceedings of the Board of Directors and the officers of the Corporation since the date of the annual meeting of stockholders held November 16, 1936, as shown by the minute book of the Corporation or as may otherwise be reported at such meeting. For your information, Mr. Harry Hall is the President and a director of the Corporation, the Reverend Frederick B. Newell is a director and officer and Dr. Adam S. Borst is a director of the Corporation and probably the largest stockholder.

If you do not expect to be present at the meeting, will you please execute the enclosed proxy and return it promptly in the accompanying addressed envelope.

By order of the Board of Directors  
Frederick B. Newell,  
Secretary



C O P Y

70

PLAUT & DAVIS  
Attorneys

Herbert Plaut  
Harold Davis

Cable Oldbertlaw  
Telephone Digby 4-4644

76 Beaver Street  
New York

27 March 1939

Hall, Cunningham, Jackson & Haywood, Esquires  
22 East 40th Street,  
New York, New York

Attention: Haig H. Davidian, Esquire

Gentlemen:

Confirming the telephone conversation of the writer with Mr. Davidian last week, we beg to state that our litigation file in the case of Nicholas Roerich against the Sun Printing and Publishing Association and another was loaned by us to Nathan Smyth, Esquire, last summer merely for the purpose of allowing him to examine the same.

It now appears that our file has found its way into your hands or into those of Messrs. Olcott, Havens, Wandless & Stitt, who have commenced an action against Esquire-Coronet, Inc. and Burton Rascoe. We noticed that in the complaint in that latter action copies of photostats which were attached to our pleadings in the case against The Sun were used. We inquired of Mr. Neilsen Olcott whether he had our file and he said that he thought it was in your possession. Mr. Smyth was also contacted with reference to the present whereabouts of our file and he has told us that although he did have it, he has parted with it.

If you do have our file, will you kindly return it to us at your early convenience.

Very truly yours,

PLAUT & DAVIS

HP:hs



71  
March 28, 1939.

Mrs. Sina Lichtman, Director,  
Roerich Academy of Arts,  
250 West 57th Street,  
New York City.

Dear Mrs. Lichtman:

We enclose copy of a letter, which we have received from Messrs. Plaut & Davis, together with a copy of our reply. The request for the return of the files is quite evidently related to Mr. Plaut's claim for \$750., for fees in the case. If you will call me up and make an appointment, I will be glad to discuss with you the question of your right to retain possession of these files.

Sincerely yours,

Signed--John H. Jackson

Enclosure



72  
March 28, 1939

Messrs. Plaut & Davis,  
76 Beaver Street,  
New York City.

Dear Sirs:

We have your letter of March 27th, asking us to return to you the papers in our possession relating to the action of Nicholas Roerich against The Sun Printing and Publishing Corporation. These papers were delivered to us by Mrs. Sina Lichtman, whom we believe to be the authorized agent of Dr. Roerich, and to whom we are of course responsible. We have sent a copy of your letter to her and have asked her for her instructions, upon receipt of which we will communicate with you promptly.

Yours very truly,

HALL, CUNNINGHAM, JACKSON & HAYWOOD



PLAUT & DAVIS  
Attorneys

Herbert Plaut  
Harold Davis

73  
76 Beaver Street  
New York

April 3, 1939

Mr. and Mrs. Maurice M. Lichtmann  
c/o Roerich Academy of Arts  
250 West 57th Street  
New York, N. Y.

Miss Frances R. Grant  
45 West 45th Street  
New York, N. Y.

Re: Roerich v. Horch  
Grant v. Newberger

Dear Mr. and Mrs. Lichtmann and Miss Grant:

This being the first business day in April, I received the usual monthly statement from the printer for \$262.76. I sent you previous ones of like character. I value my credit standing with the printer and as a consequence, I should like to see this matter cleaned up as speedily as possible to say nothing of the unpaid charges in these cases and in the libel case.

It is my suggestion that you call a conference at my office for yourselves, Mr. Stokes, Mrs. Sutro and Mrs. Campbell for any day this week provided only you let me have a day's notice in advance. I should think that my firm's steady work for three years merits that at least these charges should be paid.

Very truly yours,

(Signed) Herbert Plaut



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PRESS OF FREMONT PAYNE, INC.  
Law and Corporation Printing Specialists  
80 Washington Street  
New York, N. Y.

Telephone BOWling Green 9-8153-4-5

April 3, 1939

Plaut & Davis, Esq.  
76 Beaver Street  
New York City

Gentlemen:

Reference is made to the balance of  
\$262.76 which is due us for printing in the  
Matter of Roerich v. Horch and Grant vs. Newberger.

We have written you on more than one  
occasion regarding this amount. It is considerably  
overdue. We have waited patiently and cannot under-  
stand why you have not paid us by this time.

We now request your immediate attention  
to the matter, and we frankly ask that you send us  
a check without further delay.

Very truly yours,

PRESS OF FREMONT PAYNE, Inc.,

By (signed) Charles Esposito

CE:r



PLAUT & DAVIS  
Attorneys

Herbert Plaut  
Harold Davis

76 Beaver Street  
New York

April 4, 1939

Mr. and Mrs. Maurice M. Lichtmann  
c/o Roerich Academy of Arts  
250 West 57th Street  
New York, New York

Miss Frances R. Grant  
45 West 45th Street  
New York, New York

Dear Mr. and Mrs. Lichtmann and Miss Grant:

I beg to enclose herewith a copy of a letter which we received today from the Press of Fremont Payne, Inc. which appears to be the subject that I wrote to you about yesterday. Will you kindly bring this matter to the attention of your friends?

Very truly yours,

(Signed)

Herbert Plaut

HP:BS  
Enc.



COPY

*Herbert Davis has been in the  
in a number of instances. He is now  
Horn and is on the way to the  
in the State.*

Plaut and Davis  
76 Beaver Street  
New York City.

Mr. and Mrs. M. Lichtmann  
and Miss Frances R. Grant,  
310 Riverside Drive,  
New York, N.Y.

Re: Roerich vs. The Sun (Libel Case)

Dear Mr. and Mrs. Lichtmann and Miss Grant:

I am enclosing herewith a copy of the opinion of Judge Cotillo which appeared in the Law Journal this morning. In that opinion, he has denied our motion to strike out the parts of the answer which we asked to have stricken out. You will understand, of course, that this motion and the decision which was made by Judge Cotillo was made solely on the basis of the pleadings. It merely tests the sufficiency in law of what the newspapers stated in their answers to be the facts. On the trial of the action, they nevertheless will have to prove the facts.

To appeal this case would involve an expenditure of about \$200.00 printing alone. It might be important to get a reversal of Judge Cotillo for the purpose of keeping out much of the extraneous material on the trial.

If there is no appeal to be taken, the next logical step would be to notice the case for trial. I hesitate to do this in view of the fact that it appears unlikely that Professor Roerich will come to New York to testify. As I told you before, a testimony by deposition would be of no value in a case of this type.

I await your instructions.

Cordially yours,

HERBERT PLAUT (Signed)

HP:hs  
enc.



BY MR. JUSTICE COTILLO

ROERICH v. SUN PRINTING &amp; PUB. ASS'N at al.

This action was instituted by the plaintiff against the owners of the daily newspaper known as the Evening Sun and also against the United Press Association, an organization engaged in the business of dissemination of news to newspapers and periodicals.

In his complaint he has alleged two causes of action against the Evening Sun, asking damages in each cause in the amount of \$500,000, and in his cause of action against the United Press he is asking the sum of \$1,000,000. He alleges in his complaint that he is an artist, architect, archaeologist, explorer, author, poet, lawyer, botanist and an advocate of and devotee to the cause of international peace and that he was also the leader of a botanical research group organized by the United States Department of Agriculture to search for drought resisting grasses in Central Asia.

In his first cause of action against the defendant Sun he alleges that it wrongfully, maliciously and wickedly caused to be composed, published and circulated of and concerning him in the "Wall Street Spec Special" edition of said paper a false, libelous and defamatory matter and attaches to the complaint and makes part thereof the said article as published. Plaintiff claims that the defendant Sun charged and the readers of the papers understood it as a charge that the plaintiff was suspected as a spy, meaning a person guilty of espionage, a universal crime in all the nations of the world, and that the plaintiff was charged with the crime of spying or espionage in Manchukuo by the government of that country and was suspected as a spy in China and Manchukuo and that governmental officials in high office and position and great responsibility in the areas in which the expedition headed by the plaintiff had been engaged in its work had charged the plaintiff with spying and had protested against the plaintiff to the Department of Agriculture of the United States; and further charged that the conduct of the plaintiff in the countries in which he was the leader traveled was unprecedented and that the plaintiff had wrongfully intermeddled with, interfered with and took part in and became entangled in the politics of China and Manchukuo and had come to be regarded as a spy by the officials of that country and had an evil reputation in Manchukuo and that the government of Manchukuo would arrest him and either place him in jail or deport him because he had been guilty of the crime of espionage. The plaintiff further claims that the defendant charged in its article that the Government of the United States had discharged the plaintiff from his work and contract with the Department of Agriculture for cause and because of protests received by the officials of the Department of Agriculture from officials in China and Manchukuo and that the plaintiff was engaged in espionage and wrongfully engaged in the politics of those countries and because the plaintiff was regarded as a spy by the officials of Manchukuo and that the officials of Manchukuo and that the officials of the Department of State of the United States had some knowledge, though not official, that the plaintiff was charged with espionage.



The charge in the second cause of action is practically identical with the charge in the first cause of action and is based upon the fact that the defendant Sun republished the article with some additions in another edition of the Sun known as the five star final on the same date, that is, the 30th day of January, 1936. He claimed that by reason of these publications he has been greatly injured in his credit and reputation and that the said publications have exposed him to public hatred, shame, obloquy, odium, contempt, ridicule, aversion, ostracism, degradation and disgrace and has induced in the minds of right-thinking persons and evil opinion concerning him and that his name was removed therefor from a large building at One Hundred and Third street and Riverside Drive which up to that time had been known as the Roerich Museum and which name had been given to the building as a monument and token of honor and respect to the plaintiff and the plaintiff's achievements.

In his cause of action against the defendant United Press Association he makes the same claim in the first cause of action alleged against the Sun and claims that the articles were published and transmitted to various newspapers with the intention they should be published by these newspapers and journals throughout the world and that those newspapers and journals did publish the matter as sent by the defendant United Press.

The defendants in their answer admit the publication and admit the claim of the plaintiff to his various activities as an artist, &c., but deny any libel and deny any malicious publication of same. In addition they set up several defenses, the first defense being an allegation of truth. This defense has not been attacked by the plaintiff in the present motion, but in addition to this defense the defendants have interposed a separate distinct defense, consisting of forty eight pages in which is set forth the entire history and career of the plaintiff from the time of his birth to the time of the printing of the alleged libel. They have also set up the same facts as a partial defense and in the separate and partial defense in the mitigation of damages they have set forth the same allegations with the additional allegation that prior to the publication of the articles and the matter contained in the amended complaint the accounts of matters of facts therein stated were published in newspapers and other publications in the City of New York and elsewhere and that these facts were known in substance and matters complained of and were communicated to the defendants by trustworthy persons and from trustworthy sources and were relied upon and believed (to) be true by the defendants in making the publications complained of and were calculated to and did induce in the defendants the belief that the publications were true.

The second separate and complete defense is what is now commonly known as the "rolled up defense." Its purpose is to set forth facts which if proven at the trial would establish the truth of all the statements of facts and the fairness of the comments contained in the ~~defendant's~~ publication. ~~The defendant's own motion to set aside the verdict in this case is denied.~~ The pleading of such a defense has been approved in this jurisdiction (Foley v. Press Pub. Co. 226 App. Div. 535). A reading of the opinion in the Foley case we are taught that the nature of this defense is "The purport of the pleas is, that all the facts stated in the alleged libel are true, that there remains in the libel over and above the opinion, which standing alone would be libelous, but that these expressions of opinion when related to the facts proved were fair comment and that therefore, the expression of opinion was as fully justified as the statement of fact." The court is aware of judicial opinion that



the plea of fair comment can only be a defense to so much of the publication as can be said to be comment. (Sherman v. International Publications, Inc. 214 App. Div. 437). It is evidently because of rulings on such a defense that the present form of the rolled up defense has come into existence. In view of the alleged libel being based upon the publication which has been attached to the complaint and marked as an exhibit, the court is of the opinion that the defendant was justified in pleading what seems to be the plaintiff's biography. The motion to strike out the second and third defenses is therefore denied. The fourth partial defense will be held to be sufficient in law. In mitigation of damages in suits seeking to recover damages for libel it is permissible to prove the sources of his information and the grounds for his belief (sec. 338 C.P.A.; Vervaro v. Am. Agriculturist, Inc. 222 App. Div. 213). Therefore as to the fourth defense the motion to strike out is denied. Order signed.



COPY

PLAUT AND DAVIS  
76 Beaver Street  
New York City.

Mr. and Mrs. M. M. Lichtmann and  
Miss Frances R. Grant  
310 Riverside Drive,  
New York, New York

Re: Grant vs. Newberger  
Roerich vs. Horch

Dear Mr. and Mrs. Lichtmann and Miss Grant:

We submitted all briefs and exhibits to the Referee last Friday. Nothing more remains to be done except to wait for the final decision.

The Referee has sixty days within which to make that decision, but if he asks for more time the usual procedure is for both sides to agree to extend his time. The writers' personal feelings are that the Referee will not use up the full amount of sixty days and that we might expect a decision some time in July.

I have before me the bill of the printer for printing the reply brief which amounts of \$48.71. There are bond premiums becoming due which amount to about \$60.00. I should like to get these bills cleaned up. I would appreciate a remittance to cover these matters. If you could possibly raise any funds for services, we would be deeply appreciative.

Sincerely yours,

HERBERT PLAUT (Signed)

HP:hs



COPY

Plaut & Davis  
76 Beaver Street  
New York City.

Mr. and Mrs. Maurice M. Lichtmann  
and Miss Frances R. Grant  
310 Riverside Drive,  
New York, N.Y.

Re: Roerich v. Horch  
Grant v. Newberger

Dear Mr. and Mrs. Lichtmann and Miss Grant:

I write this letter so that we may have a definite record of exactly what is in my mind with reference to the further conduct of these litigations.

If you decide not to appeal, you ought to make plans immediately for vacating the premises at 310 Riverside Drive because the injunctions which have been obtained will dissolve; (1) so far as restraining the transfer of stock, probably this week when Mr. Frankenthaler signs the decisions, and (2) so far as protecting the continuation of possession, when Judge Valente confirms Mr. Frankenthaler's report in the special proceeding, which will probably be within the next two weeks. Liability upon the bonds, which are now in the total amount of \$6,000, will accrue at those times.

If you do decide to appeal, the following is a summary of the steps:

Requests to find our version of the facts and to make conclusions of law in accordance with the relief which we want are to be submitted to the referee in one case; in the other case, opposition will be made to the motion to confirm the report. Both of these steps will not be acted upon in our favor, but they are necessary for the purpose of protecting the record. Notices of appeal are to be served and filed immediately after the adverse decisions in each of the cases. Applications are then to be made to the Appellate Division for injunctions pending the appeal, and if the court decides to grant these applications, it may do so upon terms, that is, the usual way is terms in the form of additional bonds. If these bonds can be procured, they are to be posted. The records are to be printed; briefs are to be prepared, and, finally argument is to be had.

If all these steps are completed, the appeals probably can be heard by next spring.

You should consider carefully the question whether you ought to appeal in view of the expenses which will be involved in the absence of any assurance by us that the appeals will be successful. We state frankly that no such assurance can be given. This does not detract from our opinion that the results reached by Mr. Frankenthaler were wrong.

The expenses of the appeal, without considering at all the expenses attendant to securing additional bonds for the purpose of protection during the appeals, can be estimated as follows:



82  
43

|                                                                                                                                                                                                        |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Cost of printing records, approximately                                                                                                                                                                | \$1,300. |
| Cost of printing briefs, approximately                                                                                                                                                                 | \$ 200.  |
| Our fee as attorneys for writing the<br>briefs and for incidental work in con-<br>nection with the appeal to the Appel-<br>late Division and the Court of Appeals,<br>if that should become necessary, | \$2,500. |

It is essential that additional conspicuous counsel should be retained for purposes of the appeal. When we say conspicuous, we do not merely mean well-known, nor do we mean persons who are prominent or influential in political matters, but the type of persons we have in mind for such a job are Judge Proskauer, Judge Seabury, Harold Medina, and Allan R. Campbell.

Of the above, we would prefer Mr. Campbell far above any of the others, for his sagacity, thoroughness of preparation and abilities for just such a problem as this are unsurpassed. In addition to these qualities, we have had the good luck of working with him in previous matters and know his methods and style of working and he knows us well enough so that complete cooperation is possible. We probably would be in a position to have Mr. Campbell retained in this matter for a fee of \$2,500, which in our judgment would be less than the fee which would be asked for by the other gentlemen.

To enable us to prosecute these appeals on the above basis, we would (1) require that the printing bills be guaranteed by a reliable source, for in a job as large as this we would not care to pledge our own credit and the printer in all probabilities would want to be paid, if not in parts during the work, at least immediately upon completion of the work; (2) we would want to be paid within a week the sum of \$2,500, to be applied on account of our fees and the fees of special counsel; and (3) we would want an assurance from a reliable financial source that the balance of the fee will be paid by the time the cases are argued in the Appellate Division.

In the meantime, pending your decision on these matters, I am taking the necessary steps to prepare requests to find and conclusions of law and will oppose the motion to confirm the Referee's Report.

This firm would be unwilling to continue in these cases without additional counsel of the caliber above described.

I am reserving Friday afternoon, at 3 or 4 o'clock, for a conference with Messrs. Alexander and Lake and, also, I hope, Mr. David Grant.

Very truly yours,  
Herbert Plaut.

HP:s



Regarding the \$30,000.00 please remember :  
\$5,000.00 from Palmer, \$2,000.00 from Crane,  
\$2,500.00 from Art objects in Paris; - savings  
by E.I. from paintings sold to Miss Mary Garden,  
Mr. Braikevitch and also from the sale of some  
jewelery. You also remember that you brought us  
a packet with cash from Svetik. Also from K.

You know that paintings were sold in many  
countries.