

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
NICHOLAS ROERICH, HELENA ROERICH, MAURICE :  
M. LICHTMANN, SINA LICHTMANN and FRANCES :  
R. GRANT, :  
Plaintiffs :  
-against- :  
LOUIS L. HORCH, NETTIE S. HORCH and :  
MASTER INSTITUTE OF UNITED ARTS, INC., :  
Defendants :  
-----X

The defendants herein, by their attorneys  
GREENBAUM, WOLFF & ERNST, for their amended answer to the  
complaint herein

FIRST: Deny each and every allegation contained  
in the paragraph of the complaint marked "5", except that  
they admit that prior to the incorporation of the defendant  
Master Institute of United Arts, Inc., the plaintiffs form-  
ed a school in 1921 under the name of Master School of  
United Arts and that the plaintiffs Maurice M. Lichtmann  
and Sina Lichtmann became teachers at the said school and  
that plaintiff Frances R. Grant became executive director  
of said school, and that a charter was applied for to the  
Regents of the University of the State of New York and as  
a result thereof a provisional charter was granted under  
the name of Master Institute of United Arts, Inc., and that  
in 1922 plaintiffs Maurice M. Lichtmann and Sina Lichtmann  
became teachers and directors of the school of the defendant  
Master Institute of United Arts, Inc., and that plaintiff  
Frances R. Grant became the executive director at said  
school.

SECOND: Deny each and every allegation con-  
tained in the paragraph of the complaint marked "6", except

2

that they admit that Louis L. Horch subscribed for and immediately after the incorporation of the defendant Master Institute of United Arts, Inc. became the owner of all of its capital stock with full power, among other things, to vote the stock at each and every meeting of the stockholders.

THIRD: Deny each and every allegation contained in the paragraph of the complaint marked "9", except that they admit that the defendant Louis L. Horch, prior to his participation in the affairs of the defendant Master Institute of United Arts, Inc., was active in business, commerce and finance.

FOURTH: Deny each and every allegation contained in the paragraphs of the complaint marked "10" and "11".

FIFTH: Deny each and every allegation contained in the paragraph of the complaint marked "12", except that they admit that plaintiffs each endorsed in blank his or her certificate for one share each of the capital stock of the defendant Master Institute of United Arts, Inc., and that Nettie S. Horch endorsed and delivered her certificate for one share of the capital stock of the defendant Master Institute of United Arts, Inc. to the defendant Louis L. Horch.

SIXTH: Deny each and every allegation contained in the paragraph of the complaint marked "13".

SEVENTH: Deny each and every allegation contained in the paragraph of the complaint marked "14", except that they admit that on or about February 25, 1935, the defendant Louis L. Horch turned in and delivered for cancellation five certificates for one share each of the capital stock of the defendant Master Institute of United Arts, Inc. to the defendant Master Institute of United Arts, Inc. and for re-issue to him and in his name of one certificate for five shares of its capital stock and without offering any of such shares of stock to the plaintiffs, or any of them.

3

EIGHTH: Deny each and every allegation contained in the paragraph of the complaint marked "15", except that they admit that on or about February 25, 1935 the defendant Master Institute of United Arts, Inc. thereupon cancelled the five certificates for one share each of the capital stock of the defendant Master Institute of United Arts, Inc., and that the defendant Master Institute of United Arts, Inc. issued in its place and stead one certificate for five shares of its capital stock to the defendant Louis L. Horch and in his name, and delivered it to him.

NINTH: Deny each and every allegation contained in the paragraph of the complaint marked "16", except that they admit that thereafter and on or about February 26, 1935 the defendant Louis L. Horch endorsed, assigned, transferred and delivered (a) the certificate for five shares of the capital stock of the defendant Master Institute of United Arts, Inc. which had been issued to him on or about February 25, 1935, and (b) the certificate for one share of the capital stock of the defendant Master Institute of United Arts, Inc. which had been issued to him, and in his name originally, to the defendant Nettie S. Horch, and he also deliver to her (c) the certificate for one share of the capital stock of the defendant Master Institute of United Arts, Inc. which had been issued in her name originally, and she and he thereupon delivered and turned in for cancellation the said three certificates for a total of seven shares of the capital stock to the defendant Master Institute of United Arts, Inc. and for the re-issue to her, the defendant Nettie S. Horch, of a single certificate for seven shares of the capital stock, that is to say, for all of the authorized capital stock of the defendant Master Institute of United Arts, Inc.

TENTH: Deny each and every allegation contained in the paragraph of the complaint marked "17", except

4

that they admit that on or about February 26, 1935 the defendant Master Institute of United Arts, Inc., thereupon cancelled the said three certificates for a total of seven shares of stock of the defendant Master Institute of United Arts, Inc. and the defendant Master Institute of United Arts, Inc. issued in its place and stead one certificate for seven shares of its capital stock, that is to say, for all of its authorized capital stock to the defendant Nettie S. Horch and in her name.

ELEVENTH: Deny each and every allegation contained in the paragraph of the complaint marked "18", except that they admit that on or about February 25-26, 1936, the defendant Master Institute of United Arts, Inc. inserted in the books and records of the Master Institute of United Arts, Inc. particularly the stock book and the stock certificate book, the name of the defendant Nettie S. Horch as the owner and sole stockholder, and the owner and holder of record of all the outstanding and issued capital stock of the defendant Master Institute of United Arts, Inc.

TWELFTH: Deny each and every allegation contained in the paragraph of the complaint marked "19" except from and after February 26, 1935, and at all times thereafter, and at the present time, the books and records of the defendant Master Institute of United Arts, Inc., particularly the stock book and the stock certificate book, show that the defendant Nettie S. Horch is the record owner and holder of all of its outstanding issued and authorized capital stock, and the sole person to vote any and all of said shares of stock, and that none of the plaintiffs is the record owner or holder of any of its stock and none of the plaintiffs is entitled to vote any of its stock.

THIRTEENTH: Deny each and every allegation contained in the paragraph of the complaint marked "20",

5

except that they admit that the defendant Nettie S. Horch claims to be the sole stockholder of the defendant Master Institute of United Arts, Inc., and that on or about the 16th day of December, 1935 the defendant Nettie S. Horch claiming to be the sole stockholder of the defendant Master Institute of United Arts, Inc. and the only person entitled to vote the stock of the defendant Master Institute of United Arts, Inc. at any meeting of stockholders of said corporation, held a meeting of stockholders, consisting of herself, of the defendant Master Institute of United Arts, Inc., but no notice of the time, place of the holding of the said meeting was given to the plaintiffs.

FOURTEENTH: Deny each and every allegation contained in the paragraph of the complaint marked "21", except that they admit that at said meeting the defendant Nettie S. Horch, the sole stockholder, voted upon certain resolutions and measures and took action as the sole stockholder of the defendant Master Institute of United Arts, Inc.

FIFTEENTH: Deny each and every allegation contained in the paragraph of the complaint marked "22", except that they admit that the single certificate for seven shares of capital stock of the defendant Master Institute of United Arts, Inc., which is in the name of the defendant Nettie S. Horch and which is now in her possession, nowhere bears any notice or notation on it that it or the stock represented thereby is subject to any agreement.

SIXTEENTH: Deny each and every allegation contained in the paragraph of the complaint marked "23", except that they admit that the defendant Nettie S. Horch now claims to be the owner of all the stock and the sole person entitled to vote all or any of the outstanding and issued capital stock of the defendant Master Institute of United Arts, Inc. and she claims to hold said stock as her property free of and unhindered by the restrictions or

allegations imposed by any agreement.

SEVENTEENTH: Deny each and every allegation contained in the paragraph of the complaint marked "24".

EIGHTEENTH: Deny each and every allegation contained in the paragraph of the complaint marked "25", except that they admit that the defendant Master Institute of United Arts, Inc. recognizes the defendant Nettie S. Horch, and her alone, as the sole stockholder of it.

NINETEENTH: Deny each and every allegation contained in the paragraphs of the complaint marked "26", "28", and "29".

AS AND FOR A FIRST, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE TO ANY CAUSE OF ACTION PURPORTED TO BE ALLEGED IN THE COMPLAINT AGAINST LOUIS L. HORCH AND NETTIE S. HORCH, THE DEFENDANTS ALLEGE:

TWENTIETH: The plaintiffs have a complete and adequate remedy at law against the defendants Louis L. Horch and Nettie S. Horch in that the relief herein sought against them can be obtained in an action for the recovery of the stock, or in an action for damages.

AS AND FOR A SECOND, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE TO ANY CAUSE OF ACTION PURPORTED TO BE ALLEGED IN THE COMPLAINT AGAINST LOUIS L. HORCH AND NETTIE S. HORCH, THE DEFENDANTS ALLEGE:

TWENTY-FIRST: That any cause of action the petitioners Helena Roerich and Nicholas Roerich might have for the recovery each of one share of stock originally registered in the name of each, did not accrue within the six years next preceding the commencement of this proceeding.

TWENTY-SECOND: That by reason of the foregoing the said Nicholas Roerich and Helena Roerich have no right, title or interest in or to the two shares of stock of which they claim to be the owners.

AS AND FOR A FIRST COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

TWENTY-THIRD: That on or about the 15th day of

February, 1923, in the City of New York, the plaintiff Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following is a copy:

"8,000. February 15, 1923

Three Months after date I promise to pay  
to the order of Louis L. Horch

Eight thousand - - - - -00/100- - - - - Dollars  
at

Value received with interest at the rate of 6 per cent  
per annum

No. 1. Ex. 2 Due May 15, 1923

N. Roerich"

TWENTY-FOURTH: Upon information and belief that the plaintiff Nicholas Roerich departed from this State on or about May 8, 1923, and remained continuously thereafter absent from this State until on or about November 1, 1924; that thereafter he departed from the State on or about December 10, 1924, and remained continuously thereafter absent from this State until on or about June 18, 1929; that thereafter he departed from this State on or about April 4, 1930, and remained continuously thereafter absent from this State until on or about March 14, 1934; that thereafter he departed from this State on or about April 22, 1934, and has since remained continuously absent from this State and is still absent therefrom.

TWENTY-FIFTH: Upon information and belief that no designation was ever made by the plaintiff Nicholas Roerich of any resident of the State upon whom a summons might be served.

TWENTY-SIXTH: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich

8

the sum of \$8,000 with interest from February 15, 1923, which the plaintiff claims.

AS AND FOR A SECOND COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

TWENTY-SEVENTH: That on or about the 7th day of March, 1923, in the City of New York, the plaintiff Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following is a copy:

"\$8,353  $\frac{19}{100}$

March 7th, 1923.

Three months after date I promise to pay to the order of Louis L. Horch Eight thousand, three hundred fifth three  $\frac{19}{100}$  - - -Dollars at

Value received with interest at the rate of 6% per cent per annum.

No. 3, Ex. 2, Due June 7, 1923.

N. Roerich"

TWENTY-EIGHTH: Repeats, reiterates and re-alleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTH-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.

TWENTH-NINTH: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of \$8,353.19 with interest from March 7th, 1923, which the plaintiff claims.

AS AND FOR A THIRD COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

THIRTIETH: That on or about the 28th day of December, 1922, in the City of New York, the plaintiff Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following





No. 6, Ex. 1 Due June 30, 1923

N. Roerich"

THIRTY-FOURTH: Repeats, reiterates and realleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTY-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.

THIRTY-FIFTH: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of \$1,587.69 with interest from the 30th day of June, 1923, which the plaintiff claims.

AS AND FOR A FIFTH COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

THIRTY-SIXTH: That on or about the 31st day of March, 1923, in the City of New York, the plaintiff Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following is a copy:

"\$1613  $\frac{91}{100}$  March 31, 1923.

Three months after date I promise to pay to the order of Louis L. Horch Sixteen hundred Thirteen  $\frac{91}{100}$  - - - - - Dollars

Value received with interest at the rate of per cent per annum

No. 7, Ex. 1, Due June 30, 1923.

N. Roerich".

THIRTY-SEVENTH: Repeats, reiterates and realleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTY-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.

THIRTY-EIGHTH: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of \$1,613.91 with interest from the 30th day of June, 1923, which the plaintiff claims.

AS AND FOR A SIXTH COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

THIRTY-NINTH: That on or about the 6th day of February, 1923, in the City of New York, the plaintiff Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following is a copy:

"\$8375#

May 6th - 1923

Three months after date I promise to pay  
to the order of Louis L. Horch  
Eighty three Hundred seventy five  $\frac{\#}{100}$  - - - - - Dollars  
at

Value received with interest at the rate of      per cent  
per annum

No. 9, Ex. 1      Due August 6th, 1923

N. Roerich".

FORTIETH: Repeats, reiterates and realleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTY-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.

FORTY-FIRST: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of \$8,375. with interest from the 6th day of August, 1923, which the plaintiff claims.

AS AND FOR A SEVENTH COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

FORTH-SECOND: That on or about the 21st day of February, 1923, in the City of New York, the plaintiff

Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following is a copy:

"\$6083  $\frac{50}{100}$

February 21, 1923

Three months after date I promise to pay  
to the order of Louis L. Horch  
Six Thousand Eighty Three  $\frac{50}{100}$  - - - - - Dollars

at

Value received with interest at the rate of      per cent per  
annum

No. 10      Due May 21, 1923

N. Roerich".

FORTY-THIRD: Repeats, reiterates and realleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTY-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.

FORTY-FOURTH: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of \$6,083.50 with interest from the 21st day of May, 1923, which the plaintiff claims.

AS AND FOR AN EIGHTH COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

FORTY-FIFTH: That on or about the 13th day of March, 1923, in the City of New York, the plaintiff Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following is a copy:

"\$1000#

March 13th

1923

Three months after date I promise to pay  
to the order of Louis L. Horch

One Thousand  $\frac{\#}{100}$  - - - - - Dollars

at

Value received with interest at the rate of per cent per annum

No. 11 Due June 13, 1923

N. Roerich"

FORTY-SIXTH: Repeats, reiterates and re-alleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTY-FOURTH", with the same force and effect as though the same were fully set forth herein.

FORTY-SEVENTH: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of \$1,000 with interest from the 13th day of June, 1923, which the plaintiff claims.

AS AND FOR A NINTH COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

FORTY-EIGHTH: That on or about the 19th day of March, 1923, in the City of New York, the plaintiff Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following is a copy:

"\$3200# March 19 - 1923

Three months after date I promise to pay to the order of Louis L. Horch

Thirty two hundred- - - - - Dollars

at

Value received with interest at the rate of per cent per annum

No. 12 Due June 19, 1923

N. Roerich".

FORTY-NINTH: Repeats, reiterates and realleges each and every allegation contained in the paragraphs of the

Amended Answer marked "TWENTY-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.

FIFTIETH: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of \$3,200 with interest from the 19th day of June, 1923, which the plaintiff claims.

AS AND FOR A TENTH COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

FIFTY-FIRST: That on or about the 2nd day of April, 1923, in the City of New York, the plaintiff Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following is a copy:

"\$2,500# April 2d -1923.

Three months after date I promise to pay to the order of Louis L. Horch

Twenty five hundred # - - - - - Dollars  
100

at

Value received with interest at the rate of per cent per annum.

No. 13 Due July 2, 1923

N. Roerich"

FIFTY-SECOND: Repeats, reiterates and re-alleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTY-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.

FIFTY-THIRD: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of \$2,500. with interest from the 2nd day of July,

1923, which the plaintiff claims.

AS AND FOR AN ELEVENTH COUNTERCLAIM AGAINST THE  
PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS  
L. HORCH ALLEGES:

FIFTY-FOURTH: That on or about the 6th day  
of April, 1923, in the City of New York, the plaintiff  
Nicholas Roerich made and delivered to the defendant Louis  
L. Horch his promissory note in writing, of which the fol-  
lowing is a copy:

"\$1440#

APRIL 6th 1923

Three months after date I promise to pay  
to the order of Louis L. Horch  
Fourteen Hundred forty  $\frac{\#}{100}$  - - - - - - - - - - Dollars  
at

Value received with interest at the rate of 6% per cent  
per annum

No. 14 Due July 6, 1923

N. Roerich"

FIFTY-FIFTH: Repeats, reiterates and re-  
alleges each and every allegation contained in the paragraphs  
of the Amended Answer marked "TWENTY-FOURTH" and "TWENTY-  
FIFTH", with the same force and effect as though the same  
were fully set forth herein.

FIFTY-SIXTH: That no part of the said note  
has been paid and that there is now due thereon to the de-  
fendant Louis L. Horch from the plaintiff Nicholas Roerich  
the sum of \$1,440. with interest from the 6th day of April,  
1923, which the plaintiff claims.

AS AND FOR A TWELFTH COUNTERCLAIM AGAINST THE  
PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS  
L. HORCH ALLEGES:

FIFTY-SEVENTH: That on or about the 11th  
day of April, 1923, in the City of New York, the plaintiff  
Nicholas Roerich made and delivered to the defendant Louis L.

Horch his promissory note in writing, of which the following is a copy:

"\$25000# April 11th 1923

Three months after date I promise to pay to the order of Louis L. Horch Twenty five Thousand  $\frac{\#}{100}$  - - - - - Dollars at

Value received with interest at the rate of 6% per cent per annum

No. 15 Due July 11, 1923

N. Roerich".

FIFTY-EIGHTH: Repeats, reiterates and re-alleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTY-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.

FIFTY-NINTH: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of \$25,000. with interest from the 11th day of April, 1923, which the plaintiff claims.

AS AND FOR A THIRTEENTH COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

SIXTIETH: That on or about the 12th day of April 1923, in the City of New York, the plaintiff Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following is a copy:

"1625  $\frac{00}{100}$  April 12th 1923

Three months after date I promise to pay to the order of Louis L. Horch One Thousand six hundred twenty-five  $\frac{\#}{100}$  Dollars at

Value received with interest at the rate of 6% per cent per annum



No. 16 Due July 12, 1923

N. Roerich".

SIXTY-FIRST: Repeats, reiterates and realleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTY-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.

SIXTY-SECOND: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of \$1,625. with interest from the 12th day of April, 1923, which the plaintiff claims.

AS AND FOR A FOURTEENTH COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

SIXTY-THIRD: That on or about the 12th day of April, 1923, in the City of New York, the plaintiff Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following is a copy:

"\$6550#

April 12th 1923

Three months after date I promise to pay to the order of Louis L. Horch

Six Thousand five hundred fifty  $\frac{\#}{100}$  - - - -Dollars

at

Value received with interest at the rate of 6% per cent per annum

No. 17 Due July 12th, 1923

N. Roerich".

SIXTY-FOURTH: Repeats, reiterates and realleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTY-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.

SIXTY-FIFTH: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of \$6,550 with interest from the 12th day of April, 1923, which the plaintiff claims.

AS AND FOR A FIFTEENTH COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

SIXTY-SIXTH: That on or about the 23rd day of April, 1923, in the City of New York, the plaintiff Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following is a copy:

"\$6000# April 23rd 1923

Three months after date I promise to pay to the order of Louis L. Horch Six Thousand  $\frac{\#}{100}$  -----Dollars at 27 Pine Street-----

Value received with interest at the rate of 6% per cent per annum

No. 18 Due July 23rd, 1923

N. Roerich"

SIXTY-SEVENTH: Repeats, reiterates and re-alleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTY-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.

SIXTY-EIGHTH: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of \$6,000. with interest from the 23rd day of April, 1923, which the plaintiff claims.

AS AND FOR A SIXTEENTH COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

SIXTY-NINTH: That on or about the 29th day of April, 1923, in the City of New York, the plaintiff Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following is a copy:

"\$7,000# April 29th 1923

Three months after date I promise to pay to the order of Louis L. Horch

Seven thousand  $\frac{00}{100}$  - - - - - Dollars at 27 Pine Street, N.Y. City

Value received with interest at the rate of 6% per cent per annum

No. 19 Due July 29th, 1923

N. Roerich"

SEVENTIETH: Repeats, reiterates and re-alleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTY-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.

SEVENTY-FIRST: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of \$7,000 with interest from the 29th day of April, 1923, which the plaintiff claims.

AS AND FOR A SEVENTEENTH COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

SEVENTY-SECOND: That on or about the 5th day of September, 1923, in the City of Paris, France, the plaintiff Nicholas Roerich made and delivered by mail to the defendant Louis L. Horch, who was then in the City of New York, his promissory note in writing, of which the following is a copy:



SEVENTY-SIXTH: Repeats, reiterates and re-alleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTY-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.

SEVENTY-SEVENTH: That no part of the said note has been paid and that there is now due thereon to the defendant Louis L. Horch from the plaintiff Nicholas Roerich the sum of Two thousand, five hundred (\$2,500) dollars with interest from the 4th day of June, 1923, which the plaintiff claims.

AS AND FOR A NINETEENTH COUNTERCLAIM AGAINST THE PLAINTIFF NICHOLAS ROERICH, THE DEFENDANT LOUIS L. HORCH ALLEGES:

SEVENTY-EIGHTH: That on or about the 2nd day of March, 1923, in the City of New York, the plaintiff Nicholas Roerich made and delivered to the defendant Louis L. Horch his promissory note in writing, of which the following is a copy:

"\$2500# March 2nd, 1923

Three months after date I promise to pay

to the order of Louis L. Horch

Two thousand, five hundred  $\frac{\#}{100}$  - - - - - Dollars

at

Value received with interest at the rate of 6% per cent per annum

No. 5 Ex. 1 Due June 2, 1923

N. Roerich".

SEVENTY-NINTH: Repeats, reiterates and re-alleges each and every allegation contained in the paragraphs of the Amended Answer marked "TWENTY-FOURTH" and "TWENTY-FIFTH", with the same force and effect as though the same were fully set forth herein.



23  
defendant Louis L. Horch demands judgment against the plaintiff Nicholas Roerich, in the amount of \$113,328.29, with interest as aforesaid.

GREENBAUM, WOLFF & ERNST  
Attorneys for Defendants  
Office & P. O. Address  
285 Madison Avenue  
Borough of Manhattan  
City of New York

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS:  
CITY OF NEW YORK )

LOUIS L. HORCH, being duly sworn, deposes and says that he is one of the defendants in the above entitled action; that he has read the foregoing Amended Answer and the same is true of his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

Sworn to before me this

7th day of August, 1936.

LOUIS L. HORCH

PAULA GROS  
Notary Public