

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

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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. :  
-----:

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

LOUIS L. HORCH, being duly sworn, deposes and says:

I am one of the defendants herein and make this affidavit in support of the motion for an examination before trial of Nicholas Roerich, and in opposition to the cross-motion for a severance.

The affidavit of Mr. Herbert Plaut, verified the 4th day of November, 1936, is replete with irrelevant matter, which calls for no reply. Mr. Plaut argues that the interposition of the counterclaims was improper. My lawyers advise me that this is completely erroneous, inasmuch as the plaintiff herein moved to dismiss the counterclaims, which motion was denied by Mr. Justice Church upon the authority of Section 266 as amended. Since no appeal has been taken from the decision of Mr. Justice Church, it is now settled that the counterclaims have been validly interposed.

In opposition to my motion for an examination before trial, Mr. Plaut says that:

- (a) Nicholas Roerich's wife is ill;
- (b) It will be inconvenient for Nicholas Roerich to come to New York; and
- (c) The examination is not necessary and is intended merely to hinder and delay the plaintiffs

As for the so-called illness of Mrs. Roerich, the accompanying affidavit is Miss Esther J. Lichtmann indicates that this "illness" is probably feigned. Even if Mrs. Roerich is ill, it cannot seriously be argued that her mature sons and retainers cannot sufficiently care for her. Her so-called illness did not prevent Mr. Roerich from absenting himself on various expeditions during 1934, and 1935, into the interior of Manchiquo and Mongolia.

As for the great inconvenience which would be caused Nicholas Roerich if forced to appear for examination, he has voluntarily come into the courts of New York to seek their aid, and he should not now attempt to secure immunity from these claims which amount with interest to about \$200,000.

As for the materiality and necessity of this examination, it should be noted that Mr. Plaut makes no reference to the proposed subjects of the examination numbered 1 and 3. As to the other subjects of the

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examination, Mr. Plaut argues that as to them the burden of proof is on Nicholas Roerich. My attorneys inform me that Mr. Plaut is completely erroneous in this argument. They tell me that I will be compelled to prove the execution and delivery of the promissory notes (question 2); that there was consideration for the notes (question 6) and a promise to pay each one of them (question 7); and nonpayment (questions 4 and 5). I therefore believe that this examination is absolutely necessary to the proof of my affirmative defense and my counterclaims.

Mr Plaut alleges "there obviously is no valid claim upon these promissory notes" and that therefore this motion is merely a sham for the purpose of delaying the trial. It is obvious from the fact that I have in my possession 20 notes signed by Nicholas Roerich, that this action is not sham. Nevertheless, to support this allegation Mr. Plaut quotes from a number of irrelevant letters. Only one letter is quoted which would tend to indicate that these promissory notes are not valid outstanding obligations of Nicholas Roerich. This letter, dated September 30, 1923, I have no recollection of ever having written, nor have I any copy of it. Furthermore, in view of the fact that Mr. Plaut has chosen to quote only the very end of this letter, it is impossible to tell from this quotation what note is referred to therein or if it refers to any note in this suit. In any case, it cannot possibly apply to any of the notes in question as all the notes upon which I am suing were dated and delivered many months before this letter is supposed to have been written.

The plaintiffs herein have stated as part of their cause of action that they had great faith in me, that they trusted me implicitly, and that they entrusted their property with me. The opposite is true. For a long period of time Nicholas Roerich has been imposing upon a number of credulous people. He has during this time obtained hundreds of thousands of dollars and has caused me to expend over a million dollars on his various enterprises. He did this by means of a spiritualistic cult based upon seances, spirit messages and clairvoyance. The notes involved herein represent only a part of the vast sums mulcted from me by means of his pretensions of divine inspiration and spiritualistic power.

Mr. Plaut has made this motion for a severance because he knows that it will clearly appear in the trial on the notes that Nicholas Roerich did not implicitly believe or put great faith in me, but that on the contrary, I put great faith in him and was deceived by his spiritualistic pretenses. Mr. Plaut desires to exclude from the case all this damaging evidence, so that he may be able to substantiate his claim that I was the confidential agent of Nicholas Roerich and his friends.

Furthermore, Mr. Plaut's cross-motion for a severance of the counterclaims should not be granted for the reason that the only sanction which may be imposed upon Nicholas Roerich, should he fail to respond to this court's order, is to stay his cause of action. It is absolutely necessary that Nicholas Roerich's cause of action should not be severed from the counterclaims. Otherwise, Nicholas Roerich, a non-resident, will obtain the relief he is seeking in our courts, and yet this court will be unable to impose any sanction to force him to abide by its order. Furthermore, as there will be no jury in this case, the trial of this action without a severance will cause no confusion. It can serve no end of convenience to sever the counterclaims from the main action, as much of the background

in each instance is identical and the proof thereof would have to be repeated in the separate trials, It can serve no useful purpose, therefore, to order this severance.

WHEREFORE, the deponent respectfully requests the granting of an examination before trial and the denial of the cross-motion for a severance.

Sworn to before me this  
9th day of November, 1936.

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Louis L. Horch

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Notary Public

Joseph M. Goldberg, Notary Public  
Kings Co. Clk's No. 126 Reg. No. 8127  
N.Y. Co. Clk's No. 210 Reg. No 8G111  
Bronx Co. Clk's No. 4 Reg. No. 66G38  
Queens Co. Clk's No. 208, Reg. No. 1416  
Certificate Filed in Westchester County  
Commission expires March 30, 1938