

submitted to
Brent, Grant and Wolf
also to reference

PROPOSAL

1. Since the present situation was brought about by actions taken simultaneously with the adoption of the reorganization plan and disturbed a status existing for 13 years, it is our desire to have a restoration of the status quo ante as it existed substantially for the 13 years, with appropriate guarantees on our part that we will not use our majority adversely to our adversaries. This includes a re-delivery to us of five shares out of a total of seven shares of the capital stock of Master Institute together with a cancellation of the agreement of April 23, 1923.

2. Roerich Museum, Master Institute of United Arts and International Art Center are to be preserved under our supervision and are to continue their cultural work unimpeded. To this end the paintings are to remain a permanent unit and collection. We would suggest a public trust be formed into whose care the collection of paintings would be placed for permanent preservation. For the purpose of continuing the cultural work and since it is understood by us that there are no means available for establishing suitable quarters elsewhere worthy of housing the Institution and collections, we are to retain the complete unit made up of the second and third floors of the building as well as the Riverside Drive entrance and lobby, including the two offices, exhibition galleries, exhibition corridor on the north side of the lobby, and the Hall of the East and cloak room on the south side of the lobby, and all equipment and collections habitually therein, together with all artistic donations to the Institutions wherever such donations may now be. There must be appropriate indemnification against any liabilities

of the Roerich Museum since these were incurred in connection with the ownership of the building and not as cultural center.

3. We are to have the use of the Theatre for our own cultural purposes without charge of any kind, whether for rent, maintenance, light, heat, or otherwise, for not less than three days a week, with the privilege to us of admitting tenants, students and friends on such occasions without charge. The rest of the time, comprising eight rentable periods per week, is to be given to our adversaries for rental purposes. It is our understanding that the potential earning power of the Theatre if properly managed is not less than \$10,000 per year, since it could be rented for \$50 per day, comprising two sessions.

4. Of the \$16,000 now granted to the Institution under the reorganization provisions, we are to receive \$10,000 for museum and other institution expenses, such as guards, lighting, maintenance, etc.

5. We will give up the entire fourth floor with the exception of the four offices now used by us. This fourth floor comprises twenty rooms and has a potential earning power of at least \$7,500 per year.

6. We are to retain our apartments as is provided in the reorganization plan.

7. Mme. Roerich's manuscripts are to be returned without charge or question.

8. All personal property of any of us is to be returned.

9. General releases are to be given to Prof. Roerich for all notes made and given by him to Mr Horch.

10. The Roerich Museum and Master Institute school and lecture equipment is to be turned over to us. The manuscripts and collections of Urusvati Himalayan Research Institute, including the contents of the Hall of the East, not less than one hundred folding chairs as habitually used therein, are to be turned over to us. The stock and equipment of the Roerich Museum Press are to be turned over to us; the furniture and other belongings of Svetoslav Roerich are to be returned to him. The library furniture given by Major Stokes, the bookstacks and shelving, and all books, catalogues and other library items not given by Mr. and Mrs. Horch personally are to be returned.

11. Adequate heat, water and elevator service are to be furnished us without charge during such hours as the same are or may be furnished elsewhere in the building.

12. Mr. Horch is to continue his position in so far as the apartment hotel operation of the building is concerned, retaining a salary of \$7,500 as manager of the hotel. He is also to be entitled to the income from the rental of the theatre as above provided and the rental of the fourth floor as above provided. He is to continue to have his present apartment, comprising seven rooms, free, and his brother-in-law is to continue to have two rooms free. Mr. Horch is to continue to have his free meals for himself and family and Miss Lichtmann, and is to receive \$6,000 of the educational allotment. Miss Lichtmann is to retain the two free rooms she has.

13. The expenses of the reference are to be paid by Mr. Horch.

14. A reasonable counsel fee for Messrs. Plaut & Davis is to be paid by Mr Horch.

15. The house next door, for which Mrs. Campbell paid the cash, is to be returned to her.