

COPY

GOERGE G. LAKE

7 E. 42nd St.

New York

November 8, 1937

Mr. Dudley Fosdick
Hotel Roosevelt
New York City

Re: Fosdick v. Horch and Roerich Museum

Dear Mr. Fosdick:

With reference to your interview of this date, I beg to advise you as follows: As you know, I have received the sum of \$38.01 on account of this matter. I have had the following disbursements:

| | |
|---|-------------|
| Service of three summonses and complaints | \$4.50 |
| Filing of summons and complaint | 2.00 |
| Service of original subpoena in supplementary proceedings | 1.50 |
| Service of subpoena on Alex Craven and subpoena fee | 2.50 |
| Service of subpoena on Hamilton C. Rickaby and subpoena fee | 2.50 |
| Service of application for Receiver | 1.50 |
| Service of order to show cause to punish for contempt on Louis L. Horch | 1.50 |
| Witness fee and service of new subpoena upon Louis L. Horch | 3.00 |
| Carfares, telephones and incidentals | <u>3.00</u> |
| Total | \$22.00 |

There is consequently a difference of \$16.01 still in my possession. In addition to the above, you are familiar with the fact that an appeal has been taken by the defendant from the order of Mr. Justice Madigan.

As I understand your attitude, it is not your desire to compromise your judgment or claim, and you even went so far as to tell me that if the full amount were offered to you, you would still refuse it. So far as I am concerned, I have been in this matter for over three

months without receiving any compensation whatsoever. Under the circumstances, I am enclosing a bill for services to date.

If you desire to pay the same, I shall be glad to turn over to you all papers and documents in my possession, and you are free to substitute any other attorney to carry on the work. If you desire to have me see this case through the appeal from the order of Mr. Justice Madigan, I shall make an extra charge of \$50.00, and there will be disbursements for printing the brief amounting to approximately \$15.00. You may take either one of these alternatives, but whichever you take, please take it immediately.

In the meantime, I shall, if possible, secure the necessary adjournments, so as to give you an opportunity to act.

Very truly yours,

(Sgd) George G. Lake

GGL:EF
ENC.

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GEORGE G. LAKE

7 E. 42nd St.

New York

November 8, 1937

Mr. Dudley Fosdick
Hotel Roosevelt
New York City

To

GEORGE G. LAKE, Dr.

In the matter of the action of Louis L. Horch
and Roerich Museum:

To consultations; to preparation and
 service of summons and complaint; to
 receipt and examination of answers;
 to preparing and procuring order of
 severance; to entry of judgment; to
 service of subpoena on Louis L. Horch;
 to examination of Louis L. Horch;
 to preparation and service of motion
 papers to appoint receiver; to attendance
 in court on five occasions; to securing
 direction from Mr. Justice Schimmel;
 to drawing and preparing lengthy motion
 papers to punish for contempt; to
 preparing reply affidavits; to arguing
 said motion; to preparation and service of
 copy of new subpoena; to receipt of notice
 of appeal \$100.00

Less balance 16.01

\$ 85.99

PAYMENT RECEIVED

COPY

GEORGE G. LAKE

7 E. 42nd St.

New York City

November 11, 1937

Mr. Dudley Fosdick
Hotel Roosevelt
New York City

Re: Fosdick v. Horch and Roerich Museum

Dear Mr. Fosdick:

Supplementing my letter to you of November 8, 1937, I wish to advise you that I spoke to Mrs. Campbell today and explained the situation to her.

I think that the present status of your litigation requires constant and immediate attention, and that you ought to be protected by counsel of your own choice. While I am quite willing to give you the attention you require, I shall have to charge you on a per hour basis for the actual time consumed, and I am afraid that it will run you into too much money.

I think therefore that it would be very much better for you if you employ some young attorney who will be able to spend the necessary time on your case, and who will follow any direction which you may give him in writing. If you have none of your own choice, I shall be glad to recommend one to you. However, this matter must be attended to immediately.

Will you therefore please call at my office upon receipt of this letter, making an appointment in advance by telephone. Thereupon, upon the payment to me of the balance of \$85.99 due me, I shall be glad to turn over all papers to you and to sign any necessary stipulations of substitution. This will leave me free to spend all necessary time upon the case of Alexander v. Roerich Museum, and others.

Anything contained in this letter is without prejudice to the rights of any party, but I wish to warn you that unless you follow my advice, I shall not be responsible for the consequences, and that I leave myself free to act in any manner compatible with my good judgment.

Very truly yours,

GGL:SA

(Sgd) George G. Lake

COPY

GEORGE G. LAKE

7 E. 42nd St.

New York

November 12th, 1937

Mr. Dudley Fosdick
Hotel Roosevelt
New York City

Re: Fosdick v. Horch and Roerich Museum

Dear Mr. Fosdick:

With further reference to my letter to you of November 11, 1937, I wish to advise you that at 2:30 P.M. on this date I was served with motion papers on a motion returnable on November 15th 1937. The motion, which is made by Roerich Museum, asks that certain assets which are claimed to belong to Roerich Museum be delivered by Frances R. Grant, Sina Lichtmann and Maurice M. Lichtmann to the Sheriff of New York County.

In spite of your lamentable lack of manners and breeding, as illustrated in your telephone conversation with me, I am giving you this notice, so that you may do something immediately if you care to. If I get no instructions from you, I shall proceed, as indicated in my letter. Of course, you appreciate that you will have to pay me for all this additional work in view of your lack of willingness to take the case out of my hands.

If you have any instructions to deliver to me, please send them in writing.

Very truly yours,

(Sgd) George G. Lake

GGL:EF

Hotel Roosevelt,
New York City,
November 13, 1937.

Mr. George G. Lake,
Counselor at Law,
7 East 42nd Street,
New York City.

Dear Mr. Lake:

Your communications leave one course open to me which would be suitable to all parties concerned. Acting in defense of Roerich Museum, I agreed to cooperate with Mrs. Campbell in starting various suits against Mr. Horch. At the present I agree with you that the case of Fossick v. Horch and Roerich Museum be held in abeyance and that you be allowed to proceed freely on the case of Alexander v. Horch and Roerich Museum and others.

I am procuring another lawyer who will take up the immediate matter upon which you were served yesterday and who will come in touch with you on Monday. I am hoping to confer with Mrs. Campbell and Mr. Alexander on Monday and intend to proceed only in full accord with them as well as certain trustees of Roerich Museum.

I am sending you herewith a check in full as per your bill of November 8th. This amount of \$138.01 includes the sum of \$38.01 which you mentioned as having been derived from the Roerich Museum bank account and for which I will appreciate your sending me your check. I wish to consult with others before deciding how to proceed toward a common goal in this particular matter. Perhaps Mr. Alexander can help us in this.

In our conversation in your office on November 8th you mentioned the sum of \$100 to include services to date, and you again state the same total in your letter along with some itemization. I consider this amount which you have asked in termination of your handling of the case to be fair, and I wish you success in your pending case or cases against Horch.

Very truly yours,

Dudley Fossick.

COPY

GEORGE G. LAKE

7 E. 42nd St.

New York City

November 15, 1937

Mr. Dudley Fosdick
Hotel Roosevelt
New York City

Re: Fosdick v. Horch and Roerich Museum

Dear Mr. Fosdick:

I am in receipt of your letter of November 13th, 1937 and wish to thank you for the check which you enclosed. In accordance with your request, I am herewith enclosing a check for \$38.01 to your order. I shall consider the slight difference to be payment for my services in appearing in court this morning. My appearance resulted in the matter being adjourned to November 17, 1937. I thereafter conferred with Mr. Plaut concerning this matter, and shall be glad to confer hereafter with any attorney whom you designate.

I think you have treated me most generously with reference to the payment you made, and I am sorry indeed that there has been any difference between us. I think you are right in assuming that our difference is due to the fact that I look upon this litigation as a lawyer, while your attitude is a much more personal one. However, the matter turned over to me is from a legal point of view exceedingly difficult, and I have entered into it at a time when success has not heretofore crowned your efforts. I therefore feel that when a recommendation is made by me, it should be followed. You are no doubt aware from past performances that my opponents in this matter are clever lawyers, who seek to capitalize any possible slip on the part of the opposition. I therefore would find it impossible to oppose them with idealism alone, if I wish to be successful eventually in the legal skirmishes.

Before closing, please let me assure you that I shall hereafter cooperate in every possible way with any counsel you may select, and that the payment made by you is payment in full for all services rendered to date.

Cordially yours,

(Sgd) George G. Lake

GGL:EF
ENC.

Aug. 3, 1937

I signed original action entitled "D.F. vs. L.L.H. and R.M.," protesting that I wanted to sue L.L.H. but that if it was impossible without adding R.M. to the title then I'd go ahead with the understanding I was after L.L.H. and not R.M. I was assured that L.L.H. would be the target and either have to produce books and records or go to jail for contempt of court or admit his obligation and pay up, thus setting precedent for future suits.

Aug. 5

Lake sent Morris D. Kitzis to 310 Riverside with a regular summons - printed form for service on individuals and corporations. The space allotted on the summons for individuals was left perfectly blank but the part for corporations was filled out completely in one handwriting including date notarized, name of R.M. and person served: "Lloyd Blayer, its Night Agent". Signature of notary was same as on original action I signed 2 days before : "Harry J. Casito".

Aug. 10

Lake a paper stating that "Greenbaum W & E, as attorneys for R.M. appearing specially herein" claim that "Lloyd Blayer, upon whom it is alleged in the affidavit of service that the summons on file in the office of the clerk of this court was served was not an officer of the corporation" - - etc. - - upon whom it could be served, etc. This was signed by Jerome Handler, attorney for the defendant R.M. "This affidavit is submitted in support of prefixed notice of special appearance on behalf of said defendant R.M. The reason this is submitted by me and not by an officer of R.M. is because none of them are available. I have been informed by R.L. Marvin, employee of R.M. that on Aug. 6 a summons was left with Lloyd Blair (on the affidavit of service herein his name is spelled Blayer) that said L.B. is maintenance man and guard employed by R.M. and not an officer. Wherefore it is respectfully submitted that the service of summons herein be vacated." (Jos. Goldberg notary)

Aug. 17 Supplementary affidavit of service was signed by Morris D. Kitzis and served on L.L.H. and R.M. through personal service on L.L.H. an officer of R.M.

Aug. 19 Stipulation signed by Lake and Shapiro (of G W & E) and "so ordered" by J.M.C. reads: "Whereas the defendant R.M. appeared specially by G W & E under date of Aug. 10 and whereas both defendants were served personally herein on Aug. 17, it is hereby stipulated: 1. Notice of special appearance of G W & E on behalf of the defendant R.M. is hereby withdrawn. Defendant R.M. hereby appears generally by G W & E its attorneys. Defendant L.L.H. likewise hereby appears generally by G.W. & E, his attorneys. 2. Time extended to Aug 23. 3. Order to carry out - - - may be entered without notice," etc.

Aug. 21 Typewritten signature of G W E to paper saying "Defendant L.L.H. by his attorneys denies each and every allegation, etc., etc. except that plaintiff loaned R.M. and except that R.M. owes plaintiff and that plaintiff asked R.M. for return of money". Attached

deposition by Shapiro says he knows above to be true except what is by belief, etc. ---based upon "written communications of plaintiff and defendant and other documents relating to the transactions had between them, "all of which are in the possession of the deponent", and "conversations had with defendant LLH". "The reason this is by deponent instead of LLH is because LLH is not within the county of N.Y. where deponent has his office." (Ethel Hirdman, notary)

Aug. 27 Lake signs paper reading: "Summons served on LLH and RM on Aug. 17. The defendant R.M. has appeared by GW & E its attorneys and the time to answer was extended by stipulation to Aug. 23. Defendant RM has failed to answer and is now in default and I ask for a judgment against R.M. and right to continue action against LLH". "I respectfully pray for an order severing the above entitled action - - and an execution issued thereon - - - and wish to continue action against the remaining defendant LLH.

Severance granted by Michael R. Matteo