

August 11th, 1936

My dearest Sister;

An enclosing a copy of the agreement sent by Adrian. We ask you very much to show this agreement to the brother and as our Guru suggested to see whether he would not assist in getting a loan.

Because of the sharp need of immediate funds for Ur, we have signed this agreement as it is. We hope this agreement together with the brother's personal acquaintance with Adrian, also the brother's desire to help will assist in securing the so needed loan for Ur.

Am hastening to send this off and will appreciate Your acknowledgement of this letter. With best spiritual greetings from all, as ever your brother in spirit and service

Maurice.

August 17th 1936

My dearest Sister;

(?) I hope the Brother is pleased with our efforts in saving his valuable time in relation to the agreement. As you know in every letter from India came the urgent plea to hasten this agreement. The necessity of undelayingness was so stressed and the Indication clearly expressed the need to consummate the legal side before autumn. Also we very much fear ext reme legalities would drive Adrian away. All of these considerations made it imperative that we accept this agreement as a valuable basis for a loan, which is so desperately needed for Ur.

We appreciate so much all the Brother has done and is doing in the work and it is only right we should do all we can to save him unnecessary worry, especially at this time. If there is any particular aspect of the agreement with which the Brother disagrees I am sure we can make changes with Adrian's consent. After all Adrian is only signing an agreement because this was urged by us and he expressed himself willing to do all he possibly could to help at this time.

In case the Brother asks the Paintings of the Tara's collection in India are the only ones in question now. The ones on the 4th floor are entirely out.

With brotherly love and all, as ever in spirit and service to the Three Shields Your brother

Maurice

Clyde and Doris send you their best thoughts and love.

Our sending all this material to you - I hope you will find it more satisfactory than I do - because I cannot bring myself to feel any thing tangible in it - Only I might have a moral bind on Adrian - Both Anita & I worry greatly for the arrival of the paintings & into whose hands they will find their way - Maybe I'm too legally minded -

Brother's Comments -
For Mother in case she wishes to add
an amendment or suggestion to Clyde's contract
only Anita has read the following

August 28, 1936

It must be understood that while the proposed contract as drawn expresses an understanding between the parties, it is for all practical purposes an unenforceable contract. We say "for all practical purposes" because to enforce payment it would be incumbent upon the seller to prove that profits had been received by the purchaser out of the gasoline plant venture and this, of course, might require examination of the books of the corporation operating the plant, etc., etc.

It may be that this venture has passed the experimental stage and that profits will accrue to Mr. Raigorodsky shortly. It is possible, even probable if the intentions of the parties to the contract do not change and if conditions remain favorable or become more favorable no question will arise and the spirit of the contract will be carried out. The criticism is only as to the enforceability of the contract at law.

It must be borne in mind that, from the viewpoint of a stranger to the transaction who, not knowing Mr. Raigorodsky, might not have the same confidence in him that Mme. Roerich has, the contract would be wholly unattractive from a credit point of view, and it is inconceivable that any banker would be disposed to grant any credit on the basis of a contract which is probably unenforceable legally and in which payment by the buyer is dependent upon profits from a wholly different venture.

Furthermore it would be desirable to follow a not unusual custom in contracts involving property in international trade, to provide for payment upon delivery of negotiable documents of title and that, of course, would be particularly desirable in this instance.

The contract, therefore, it would seem, should provide for payment upon delivery of the paintings to any port in India, the seller to bear the cost of transportation.

Funds should also be payable in American dollars in India so that no question can arise under the U. S. Income Tax Laws to the effect that it was an American transaction and the profit taxable in this country.

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My dear Katherine

You, too, have been very much
on my mind lately. It was so
good to hear from you & I can
imagine how beautiful your farm
is. It is indeed a blessing to be
able to have an oasis here
yours, away from the chaos &
confusion in N. Y. It is terrible
to go through such persecution
after we all have given
16 years of labor, money &
sweat, which could not be
acquired by billions of dollars
even in a material sense.
My stay here has been a blessing
to & I shall be forever grateful
for this opportunity.

My health has improved considerably.
The pupils I have here give me
enough to barely exist & the
few concerts I had in the winter
helped me to cover some extra
expenses. Clyde has received
some wonderful help lately by
having secured for the school
the Mary Austin house on a
basis less than ^{the} rental before.
This will help the school consi-
derably. I do hope that you all
could come out here some-
time. The climate is won-
derful here & it is so unusual
to find in the U.S. a place
where one can enjoy the beauty
of Spain of 400 years ago.

3) Am very sorry to hear that you
are suffering from the gall bladder.
Am sending to you best wishes
for speed of recovery.

Please transmit my very
best greetings to H. G., Inge,
Spencer & Panamint.

Loving thoughts to you.

As ever your brother

Maurice