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6-DEC-1938

My dear Mrs Gartner,

In your letter of November, received by last mail, you communicate the sad news about the non-fulfilment of the agreement by Mr.R. You write that Mr.R. "has failed in his word to you and in his word to me" and that you are "reporting definitely and finally that we can expect nothing further from him" and that "there is no way I can force him to pay - either legally or morally". You also correctly say that "everything should be clear". I fully concur with you on this point.

You know that according to the agreement, beginning from 1936, for four consecutive years the sum of \$10,000 was to be paid annually and for these forty thousand dollars (\$40,000.-) original paintings by Prof.Roerich, constituting my property, to the value of \$120,000.- were to be placed at Arsuna's disposal. All these paintings on our part were ready and 56 paintings for the amount of \$30,000 were shipped to you. As you know the concession price was solely based on the prospect of receiving this needed sum (\$40,000.-) Since you write now that this agreement was not fulfilled by Mr.R., there is nothing left but to revert to the usual commission basis sale of this my property through Arsuna. As a fair and customary commission on sales of this my property I offer 25% from the sales. You already received paintings for \$30,000.- and made payments to me for a total of \$5000.- In the same way you can continue sales of the remaining paintings according to the lists sent to you. Thus everything will be clear and I request you to confirm this.

We have only to express regret that the original agreement was not fulfilled on Mr.R's part; because, according to your cable of January 1938 I was under the impression that in February 1939 the next payment shall be made. I hope that you will be successful with sales and am looking forward to hearing your good news.

Yours very sincerely