

SUPREME COURT: NEW YORK CITY

ROERICH MUSEUM, a domestic corporation,

Plaintiff

-against-

WALTER KOELZ

Defendant

The plaintiff, by its attorneys, ROE & KRAMER, complaining of the above-named defendant, alleges:

FIRST: - That the plaintiff is a domestic corporation duly organized, pursuant to, and existing by virtue of and under the Education Law of the State of New York.

SECOND:- That at all times hereinafter mentioned it was, and still is, a scientific and educational institution dedicated to the development of education, the encouragement and appreciation of arts, the advancement and extension of scientific knowledge, and the creation of international understanding through cultural interchange.

THIRD:-That the scope of the plaintiff's activities depend upon voluntary contributions made by friends who contribute, in a large measure, because of the good name and reputation of the plaintiff.

FOURTH:- That the defendant was formerly the head of the Botanical Department of the plaintiff's scientific research unit in India, the Urusvati Himalayan Research Institute of Roerich Museum in New York.

FIFTH:- That on information and belief, on, or about the 26th day of December, 1931, the defendant, while in the employ of the plaintiff herein, at a meeting of the Director's of the Urusvati Himalayan Institute of the Roerich Museum in New York, the aforementioned plaintiff's scientific research unit in India, falsely and maliciously said that the plaintiff's "institutions in New York are run by unscientific old ladies."

SIXTH:- That on information and belief on, or about the 26th day of December, 1931, the defendant, while in the employ of the plaintiff, at a meeting of the Director's of the Urusvati Himalayan Institute of the Roerich Museum in New York, falsely and maliciously stated that "we, scientists," meaning himself, "are always making special allowance to artists, as irresponsible people," the words "artists" and "irresponsible people" referring to plaintiff and its scientific staff of workers in America and India.

SEVENTH:- That the defendant, while still in the employ of the plaintiff herein, on or about the 30th day of January, 1932, in a letter to the plaintiff's honorary advisor, one Doctor Merrill, falsely and maliciously spoke of the plaintiff's officers in India as people who "Are not honest," and of the type "capable of doing what suits their best interests," meaning that these officers lack the requisites of honesty and good faith toward the plaintiff herein.

EIGHTH:- That on information and belief the defendant, while still in the employ of the plaintiff herein, on or about the 14th day of February, 1932, in a conversation with one Captain Banon, falsely and maliciously stated to him that he, the defendant, was dismissed from the employ of the plaintiff herein, because the plaintiff "had no funds," and because in America its "institutions are closing down," and that the scientific work of the plaintiff in India was "humbug," meaning sham and fraudulent and in the nature of a hoax, stating further that the plaintiff's work was "something to conceal", meaning that the scientific research work of the plaintiff in India is of a dark and suspicious nature.

NINTH:- That on information and belief on, or about the 1st day of March, 1932, the defendant, while still in the employ of the plaintiff herein, in a conversation with the same Captain Benon, falsely and maliciously stated that the plaintiff's scientific research unit, the Urusvati Himalayan Research Institute of Roerich Museum in New York, "is closed," and that all of its help, including himself, is leaving its employ.

TENTH:- That as a result of the aforementioned false, defamatory, libelous and slanderous statements the plaintiff herein, has been discredited in the eyes of its friends, the general public in India, and especially before the British and Hindu authorities in India, by whose grace and permission the plaintiff was permitted to carry on its scientific research work there, which work, as a result of the aforementioned false, defamatory, libelous and slanderous statements of the defendant, the plaintiff, at present is carrying on with great difficulties.

ELEVENTH:- That the said false and defamatory words, so spoken, are wholly false and untrue, and that the defendant knew them to be so false and untrue when spoken, and said false and defamatory words were spoken and published of the plaintiff with the purpose of injuring the plaintiff in its Indian work and reputation and to arouse the suspicions on the part of the British, and Hindu authorities in India.

TWELFTH:- That the foregoing false, libelous, malicious and defamatory matter was intended and calculated to and did expose the plaintiff herein, to public ridicule, contempt, and shame and disgrace and intended to degrade and did degrade the plaintiff in its good name and reputation which it had heretofore enjoyed.

THIRTEENTH:- That by reason of the aforementioned speaking and writing, as aforesaid, the plaintiff has been injured in its good name and reputation, to its damage in the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS.

WHEREFORE, the plaintiff, herein, demands judgment against the defendant herein, in the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, together with the costs and disbursements of this action.

ROE & KRAMER

Attorneys for Plaintiff
68 William Street
Borough of Manhattan
City and State of New York

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.
CITY OF NEW YORK)

LOUIS L. HORCH, being duly sworn, deposes and says:
That he is the President of the Roerich Museum, plaintiff in the above mentioned entitled action; that he has read the foregoing complaint and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true.

That the reason why this verification is made by deponent and not by the corporation is because the Roerich Museum is such corporation and deponent is the President thereof.

Sworn to before me this
6th day of June, 1932.

(Signed) Louis L. Horch

(Signed) Paula Gross
Notary Public, New York County, No. 219

SUPREME COURT : NEW YORK COUNTY

-----X
ROERICH MUSEUM, a domestic corporation, X
Plaintiff, X
-against- X
WALTER KOELZ, X
Defendant, X
-----X

The plaintiff, by its attorneys, ROE & KRAMER, complaining of the above named defendant, alleges:

FIRST: That the plaintiff is a domestic corporation duly organized pursuant to and existing under by virtue of, and under, the Education Law of the State of New York.

SECOND: That at all times hereinafter mentioned it was, and still is a scientific and educational institution dedicated to the development of education, the encouragement and appreciation of arts, the advancement and extension of scientific knowledge, and the creation of international understanding through cultural interchange.

THIRD: That the defendant formerly was the head of the Botanical Department of the Plaintiff's research unit in India, the Urusvati Himalayan Research Institute of Roerich Museum.

FOURTH: That on or about the 28th day of February, 1930, in the County and State of New York, the plaintiff and the defendant entered into a written contract, a copy of which is hereto annexed, marked "Exhibit A" and made a part hereof, as though fully set forth herein, by which it was agreed, among other things, that the plaintiff would employ the defendant as head of the Botanical Department of the Himalayan Research Institute of the Roerich Museum in New York, the plaintiff's scientific research unit in India, for a period of one year, commencing April 20, 1930.

FIFTH: That, thereafter, the defendant entered upon the performance of his duties, and that on or about the 20th day of March, 1931, the aforementioned contract of employment was renewed, on the same terms, for another period of two years, commencing April 20, 1931. A copy of letter confirming oral negotiations leading up to this renewal of the aforementioned written contract is hereunto annexed, marked "Exhibit B" and made a part hereof as though fully herein set forth.

SIXTH: That the plaintiff duly performed all the terms and conditions on its part to be performed under the aforesaid original and renewed agreement.

SEVENTH: That the purpose of the defendant's employment by the plaintiff herein, was to make the plaintiff's scientific research in India fruitful, and that being in the plaintiff's employ, the defendant was impressed with a duty of good faith, obedience and diligent and exclusive service to the plaintiff herein.

EIGHTH: That the defendant, while in the employ of the plaintiff in India, refused to collect, catalogue and to send to America, duplicates of plants collected by him for the plaintiff, which plants were to be forwarded to leading American and foreign scientific institutions.

NINTH: That, on the information and belief, as Head Botanist of the plaintiff's scientific research work in India, and by virtue of the usual custom of scientists engaged in similar research, the defendant was bound to do so collect, catalogue and send the collected duplicate plants to the plaintiff in America.

TENTH: That, on information and belief, the defendant, while in the employ of

the plaintiff, failed to take inventories of the plants collected by him for the benefit of the plaintiff, and refused to give reports of his scientific work, and otherwise failed to apply himself with due diligence to the work for which he was employed, but on the contrary absented himself from the plaintiff's business on private matters of his own, constantly using the facilities and personnel of the plaintiff for his private gain and interest.

ELEVENTH: That on information and belief, the defendant, while in the employ of the plaintiff, contrary to the spirit and intent of the contract of employment, and contrary to the code of ethics of the scientific profession, by which, as a scientist, he was bound, openly held himself out as an independent research scientist, posing as a collaborator of Harvard and Michigan Universities and openly declaring himself to be in no wise connected with the plaintiff herein, although employed by it.

TWELFTH: That on information and belief, the defendant, while in the employ of the plaintiff herein, acting under the aforementioned false pretenses, on his own behalf, made independent collections of birdskins for the benefit of the University of Michigan, stressing his own, personal, zoological interests and subordinating the botanical research interests of the plaintiff herein, when the latter, by reason of the aforementioned contract of employment and by virtue of the scientific code of ethics, was entitled to the exclusive services of the defendant herein.

THIRTEENTH: That on information and belief, the defendant, while in the employ of the plaintiff, holding himself out as an independent research scientist, attempted to establish a competitive research station in India, by this attempt causing great embarrassment to the plaintiff in its friendly relations with the British and Hindu authorities in India.

FOURTEENTH: That on information and belief, the defendant, while in the employ of the plaintiff, in contravention of all local laws, and in plain defiance of specific instructions of the plaintiff's agents in India, engaged in a private hunting expeditions across the Tibetan border, laying great waste to the fauna therein, specially protected by the local government authorities, and by these wanton acts caused further difficulties for the plaintiff in maintaining its friendly relations with the British, Hindu, and Tibetan authorities there.

FIFTEENTH: That the defendant, while in the employ of the plaintiff, herein, in violation of his trust as an employee and in breach of his implied duty as an agent, purchased two valuable Tibetan Medical books, ostensibly for the benefit of the plaintiff herein, as instructed to do, but in reality for himself, concealing this fact of purchase from the plaintiff herein, until it was discovered by the plaintiff's agents in India.

SIXTEENTH: That on information and belief, at no time did the defendant have the interests of his employer, the plaintiff herein, at heart, but on the contrary on many occasions usurped the plaintiff's authority and in diverse ways sought to embarrass the plaintiff's research work in India, by holding himself out as owner of the Urusvati Himalayan Research Institute of the Roerich Museum in New York; its real and personal property; by laying waste to its trees, and by inciting the plaintiff's servants to insubordination and disobedience and otherwise threatening to cause further harm to the plaintiff and its agents in India, causing the hitherto friendly relations of the plaintiff and its agents in India to become strained with the British and Hindu authorities there.

SEVENTEENTH: That contrary to the specific instructions of the plaintiff, and contrary to the terms of the original and renewed contract, the defendant refused to and did not, immediately return to New York, as instructed by the plaintiff to do, by which act he voluntarily terminated his contract of employment.

EIGHTEENTH: That all of the aforementioned acts of the defendant resulted in great and irreparable harm and injury to the plaintiff and its work in India, to the plaintiff's damages of Twenty-five Thousand (\$25,000) Dollars.

WHEREFORE, the plaintiff demands judgment against the defendant for the sum of Twenty-five Thousand (\$25,000) Dollars, together with the costs and disbursements of this action.

ROE & KRAMER
Attorneys for Plaintiff.
68 William Street
Borough of Manhattan,
City and State of New York

COPY

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss :
CITY OF NEW YORK)

Louis L. Horch being duly sworn, deposes and says: That he is the President of the ROERICH MUSEUM, plaintiff in the above entitled action; that he has read the foregoing complaint and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true.

That the reason why this verification is made by deponent and not by the corporation is because the plaintiff is such corporation and deponent is the President thereof. Sworn before me this
6th day of June, 1932.

(Signed)
Paula Gross.

(Signed)
Louis L. Horch

Notary Public. N.Y. Co. No. 219.