

Dear Dick,

re:Dell

5/20/73

By now Manny should have delivered the complete Dell files to you, insofar as he had them, and what you gave him and what I gave him on Meredith. Before I left NYC the secretary said these would be delivered to you as soon as Manny returned to the office.

Bair had agreed to settle the matters of the legal fees and the copies of my book they bought separately and amicably. Manny agreed that John and I could handle them, so I presume his files hold nothing on these matters.

I enclose several letters Bair wrote about the legal fees copies of which were not in the file on this that I gave you. In essence, he claims he never had in mind what his own record shows he did on the split and that he never made the promises his own records show he did. John Friedman's letter reflects an understanding of the verbal agreement that coincides with mine. As you realize, had I not been deceived into believing that Dell would bear all the costs I'd never have agreed to the more expensive and less satisfactory defense which denied publicity that would have sold the book and ran the costs up needlessly when total immunity was an airtight defense. 100% of what I said about Bringuier is exactly-quoted sworn testimony. Bair initially agreed with me on fighting the suit, not getting it thrown out, but he was over-ruled. I understand he was not free in this. He initially told me that they would "take care of everything". I took this to mean all the expense. I was then seeking counsel on my own, for Dell was not initially party to the suit. Without this assurance I'd never have gone for their crazy way of doing it, not with total immunity. And after that I'd have filed a countersuit. I did an enormous amount of totally unnecessary work (for me unnecessary) merely because Dell's lawyers asked me to. I did a real investigation of Bringuier that was pointless if we'd gone to court on the total-immunity defense. It required as I remember four trips to New Orleans, with attendant costs and several other side trips. Without compensation for my time the actual costs exceed a third share and they are part of Dell's <sup>increase</sup> ~~expense~~ costs, for their lawyer asked me to do these things. If I add what a professional investigator would have charged, without the likelihood of coming up with what I did, enough to jail him for perjury as a beginning and get him into official trouble to boot, this would exceed the legal costs. I spent at least two months on this and \$100 a day plus costs is not an exceptional charge. I can probably, with some trouble, come up with Bair's precise representations to me when he first called, after they were added to the suit. As you later felt yourself, I was untroubled about Bringuier collecting anything from me if the impossible happened, so there was no point in my doing all this work. I did it only for Dell and at the request of their agent, Lucas, their lawyer. I am sure Bair knew about it, probably contemporaneously, for I got anxious to get that thing into court.

The smallest of the unpaid sums due me is for expenditures authorized by their public-relations people. The Manny files should have this. The director of that department, I think his name was Mitchell, authorized me to go to address the Ohio Associated Press Editor's convention in 1967 and then stuck me for all the costs. A woman named Linda and one of two others under Mitchell <sup>(250 stations)</sup> told me to do a few other small things. One I remember was to make a tape for Authors' Roundtable. The expenses were nominal and they didn't repay them. The Ohio trip was in connection with the appearance of their edition of my second book. It was a prestigious deal.

I don't know what if anything we can or should do about their sales in unauthorized countries. This precluded my sale of my original printings. I have a copy from Holland and know of sales in Teheran and Israel and I think India.

On their purchase of my edition of Whitewash, only what I say is within reason. They had a rather good public-relations stunt in mind. Whitewash was the first underground book. They were going to make a big thing out of being brave and reprinting the unpublishable book. Across the top they have the line "The book they tried to suppress" (their reprint). So, they ordered 8,000 copies late on a Friday afternoon. I still have the note they gave me on where to ship how many copies. I had just reprinted for my own needs. The last thing I would have done was make still another reprint when they were about to put my

edition out of business with a cheaper book that would have wide distribution. I could not have been more explicit on not being able to accept returns. The original deal is that they would assume the costs of the returns their edition would cause. With no advance, any other course would have been ruinous for me. I didn't have the money to pay for the returns. (And I have been stuck with something like \$10,000 on this alone.) The book and the subject were going crazy then. There was no need to go into reprint except under the conditions I represent. I can show you my rejection of Fawcett's offer which gave me no protection. The printer's records will support what I say, I had no need for more copies except to fill Dell's order. And Bair's phone bill will show that to live up to what Dell asked of me, I had to phone the printer from his office and did. I also had to pay time-and-a-half for Saturday work and double-time for Sunday. I would never have done this on a 70% discount deal when I had an ample stock except for the reasons I say, Dell bought them without return provision. This provision is not only missing from the contract but unless my recollection is in error, was deleted from the first draft. You should have both. Initially, you said it was this way, before you sent me to Manny. What the hell was I going to do with 8,000 copies of \$4.95 book once a 95¢ edition came out if Dell didn't sell them and had the right to return them? As it turned out, they made no effort to sell them. They didn't even notify Baker & Taylor, for one example, that they had them for sale. When I raised hell with John about this, they then called Baker & Taylor. They didn't pay me a cent on this deal for two and a half years, and then when I made an issue of it. With Bair's letter of April 9, 1969, there is a ledger page that quite obviously was prepared for other purposes. It is the only thing of the sort I've ever gotten and was then, in any event, out of date. You will note that most of the entries on this sheet are not only irrelevant but have no notations after them. However, I'm fascinated at the allocation of \$1.44 for "legal". Does Bair come that cheap? And for what? No, that is \$144.00. I still have no idea of what this represents. In any event, if this form is for their "joint ventures", Whitewash doesn't fit. They never protested the bills, the first of which had a computation error corrected in the second. They never then denied the bill reflected the true state of affairs. You have copies in what I gave you. The amount here is about \$15,000, on which I have been paying 7 1/2% interest since late 1966, or about \$5,000 in interest. If you agree with your original opinion that Dell bought those books even under their own crooked contract, having no right to return them, then this one thing means more than \$20,000.

Royalties and sales. In the course of going over a very large file to find and copy the enclosed, I find I have no recent royalty statements. What I find seem inconsistent, but I can't be sure. I wonder if as a beginning it would not be a good idea to ask Bair for an up-to-date statement. They never recorded changes of address. For a year John Friendman was overseas. He moved after returning twice that I know of, but I know of no statements mailed to any address other than one his parents left within a year of the original deals. While I can believe the second book did not do nearly as well, I have only one or two statements on it for John Starr didn't send them. If he got them, John has been abroad again for at least a year. I repeatedly asked them to change their records on my address but they didn't from mail forwarded to the address we left more than 5 years ago. With an up-to-date accounting on both books, I can then go over the records I have and make comparisons.

Whether or not their accounting of the three printings they do account for are correct, they did print more, for I have copies of a fourth and unaccounted printing made and in stock from which they shipped me a box for distribution among food editors in early June, 1967. If Manny's reaction to this, that it is quite significant, is correct, then perhaps it would be better not to indicate this to Bair. I'd like to think it is mail fraud. I think it should be, not just simple, commercial fraud.

If their accountings of sales and returns that I have seen are anything like accurate, there was no reason for a second printing, leave alone a fourth. Their initial representation of sales was something like 150,000 copies. The first print was 250,000. They made two reprints said to be of about 25,000 each, for a total of just over 300,000. They told

Friedman the book was doing so much better than they had expected in making an initial 250,000 run that they had to reprint. I don't know what their reason was and you may be able to see other reasons that I can't, but I've seen nothing to indicate the need for these reprints if their figures are not crooked. It is possible that they made a mistake that will turn up in the preparation of a statement, but again, I'd not tell Bair of their April 1967 reprint when they appear to have had 150,000 copies on hand from their own statements. April is the fourth and it is not the British edition, which I ~~was~~ also have. That one, printed in the U.S., has a Mayflower cover.

How good was this book doing? You may remember the fight I had with Friedman over your home phone. He was leaning on me to agree to an unacceptable deal for the second book, which they had only the month before or perhaps that month, December, 1966, rejected when the contract for the first gave them first refusal. I have the letter. John was going to Israel for a year and wanted all the cash he could get that represented no work. They went to him with an offer of \$5000.00 advance and 10%. I said no. They upped to \$10,000 without a whimper and promptly. I said no again, so they went to 12%. Meanwhile, John left for Israel and arranged, because of my complaints, to have John Starr be agent. In February they agreed to \$15,000 advance on the second book and 12%. I think the contract read 10, but I note that some of the accountings are at a per-book royalty of over 11%. Do you think that in February, if they had 100,000 copies of the first print and whatever they had reprinted, say 50,000 as they do, on hand and unsold of the first book they'd have gone to \$15,000 in advance on the second when the seconds never do as well?

You have copies of the affidavits by Meyer and Tobey in the Bringuler suit. In the Manny file are my computations based on those sworn percentages. Please check them carefully, for I was quite upset when I did the figuring. If I am correct in remembering that working the percentages gave a national sale of something like 300,000 copies, then there may even be an explanation of the crookedness. I did not go to them to reprint. They came to me through John. They offered no advance and 6% royalties, which I rejected around the corner from their office. John went to the phone and told them I said no. He returned immediately with 8% and I again said no. When it got to 10% and assurances that I'd not be struck with the returns this deal guaranteed on my own edition, I agreed and went to New York with John (and got sick driving up) to work out the details. So, if they gyped me as the percentages worked out seem to indicate, from their point of view all they did was return to their standard royalty, or pay approximately what 6% rather than 15% would have earned me.

I have very clear recollections of all of this because each was a major decision for me. Remember, the wholesalers owed me what for me were vast sums and I had to borrow the down payment on the first book to the printer. As soon as I got a buck, he got it. Although he didn't ask it, I didn't even buy a new typewriter for my wife without asking his assent. My refusal of the first offer on the first book was when John and I were in a little deal around the corner on the south side of 46th St. just west of 3rd Ave. I waited for him there when he phoned and from there we walked to the office of a friend at 46 & 5th, the corner building in which WNEW radio had its studios and name on a marquee. I rejected the \$10,000 and 10% offer on the second book about Xmas time 1966 when John came to sit with Marty Singer and me at the Overseas Press Club. Marty was editor of Saga. You know what had to be doing with a 250,000 first print for them to offer \$10,000 on the second book the month the first came out and within a month of their rejection of the second. John left about New Years. The first time John Starr went to Dell's office of which I know was about the time of the blizzard that began during the night when I stayed with you on Central Park West, about the first week of February 1967. I waited for him in the lobby of the building in which Dell was. The next time was when we agreed, a couple of weeks later, shortly after the news about Garrison broke, and that was mid-February. The second was not the Garrison book. You understand these things as I do not, but I can't imagine a \$15,000 advance on the second book, which didn't come out until June, if the first was doing as poorly as they now claim. Or a 250,000 print on the second. Maybe it was only 200,000.

You said Don Fine would not have known the sales figures on the first. Perhaps not

ordinarily, but from what Starr told me this was not an ordinary case. The regular people, whoever they are, had gotten nowhere dealing with me through Friedman. Starr said he had a rather unusual relationship with Fine. This came up when we made the deal for Oswald in New Orleans, \$30,000 advance. We left without a written contract. I asked Starr about this without knowledge of later developments, no accounting having been rendered or due, simply because I felt it should be in writing. He said he and Fine had such a relationship that they always had handshake deals and he'd never had any trouble. He told me it was Fine who was leaning on him to get me to agree to their reprinting the second and he quoted Fine as saying they had to have it because they had already sold 435,000 copies of the first. Assuming Starr was truthful -- and would he make up other than a round number? -- why should they tell him this and ask for trouble from me? I repeat, Manny heard Starr say this and I got him to repeat it just so Manny would know. Starr then agreed to swear to it in court if necessary. Starr had told me the same thing when he phoned to lean on me after he repped me. He repeated it in person in NYC in persuading me to agree to let them have the second when I had so many copies of the original printing on hand. He also told me that Fine agreed that they'd take care of returns, but from wholesalers only. With a 10,000 print on the second book, can you see why? Or what it cost me when Dell didn't perform?

As I remember, they claim to have sold only about 30% of their print.

I don't know about Starr's word. I took it, but then I take just about everyone's.

I went \$25,000 in debt taking his word on the 435,000 sales of the first book, with settlement due in September. My present debt equals the indebtedness I incurred on his word of what Dell would be paying in September.

When I knew him, he repped Associated Press.

All I know about the manuscript of Oswald in New Orleans <sup>not</sup> being delivered is his word that he didn't get it. So, I sent the carbon that was to have gone to Feltrinelli to him registered. If he was playing games, which I didn't suspect, this meant he did get it. I have his word only that Dell backed out on the deal and on other things.

Before I phoned you in New York, while I was with a friend who had LMP, I asked him to check John's listing. He said John is not now listed.

So, I was surprised to read the other day in Maxine Cheeshire's column that John Starr the agent reps Henry Rothblatt, who represented the four arrested Watergate Cubans (who theoretically had no way of knowing about him and were in jail and had no way of going to see him in New York City), and Milton Machlin and a "thinly disguised novel" whose title, "Hightower" is "a pseudonym for 'Watergate'". Starr has "high hopes for a sale to the movies."

So, John is still an agent but isn't in LMP.

And Rothblatt is a well-known attorney.

But in this case he did two odd things, fought with his clients when they decided to plead guilty and file a brief he said was from the American Trial Lawyers' Assn. when it was not. I'll skip the leaks about him after the spat with his clients, the Cubans, who, naturally, followed the lead of El Lider, Hunt.

Rothblatt's more spectacular recent cases are anti-Army and in a way that serves CIA interest in tending to exculpate it over crimes in Vietnam and blaming the Army only.

And several years ago a wealthy local woman of the right who was a friend of a former local CIA man told me that with his death and by his request his files were to go to Henry Rothblatt.

So, maybe when we add this up it isn't simple arithmetic. Remember the subtitle of Oswald in New Orleans: Case for Conspiracy with the CIA. And the second book has much on its former mercenaries.

And John didn't get as good a deal from Dell as I got by insisting. Starr, that is, on the second book.

Once I know what the various entries mean I can go over the Dell books. Today I found what I take to be a printout error, an advance of \$9550 on the first book. Untrue. The contract specifies no advance. And on the second, a per copy royalty of 9.5¢ but at not 10 % but at a rate of .1140. May mean nothing because computations are at 9.5¢

It has been a long Sunday and I'm tired. Hope I didn't forget anything. I'll write separately about Meredith, for they are expecting a call. I was there. Best,