

9/22/71

Dear Ned,

Your letter of 9/20/71 correctly sets forth our understanding. I have read it in haste because of the pressures of a new development, preparing a piece for the Wash Post, which, I am satisfied, innocently and accidentally, twice defamed or hurt me and has offered this for rectification. Do you want to reread the paragraph numbered 5? For example, I think that by "total" what you really mean is our gross receipts as it relates to the unabridged and that it relates to the advance, if any, unrealistically. By this I mean that your costs, such as typing, should come off the top, before I get any of it. If you consider these costs to be from your percentage, I consider that generous, but they should be returned to you first, despite my needs. That represents cash you will be putting out. I see nothing wrong with your taking the return of this cost outside the 10%.

Please don't feel foolish about putting such things on paper. "All sorts of things we can't now anticipate are possible. It is a correct procedure and hurts neither of us.

Glad Gary can find the time to read what you will do. Frankly, I'd just as leave not. I have no question about either of you, and he knows enough about the case to give you a good evaluation. Any independent reading is always helpful.

Before you go to NYU again, if this thing with Harder/Cowles falls through, let us talk about Lyle Stuart (and if you see him despite his "liberal" rep, keep your pockets stitched). Because he is so wretched about money, having cheated me out of a lousy \$85 in 1966 and had me make a trip to NYU for nothing, relations between us is not good. But he can see a buck- and he knows how to make one. With him esp. having published, in the legal sense, before talking to him, could have some advantages.

If there is to be any foundation, remember there is a local lawyer who is a friend I can consult if a Maryland corporation is preferable.

Because of many interruptions. I have not gotten far in PM I since the last enclosed note.

In your discussions with Harder, Cowles et al, don't forget to ask the size of chapters that might be desired for serialization, and I think you should expect this to be included in gross, in the remote event you arrange it. Generally, someone arranged for the further contraction of serialization.

I suppose Lil and I never really do relax, but we did enjoy your visit.

Sincerely,

EDWIN L. CROSBY  
Ridge Road  
Box 138, Route 4  
Excelsior, Minnesota 55331

20 September 1971

Dear Harold:

Thanks so much for a very exciting two days. It was fun to be with you and Lil. I only hope you can both relax enough in putting out the rest of the book that the pressures do not become intolerable.

I want to list here a few of the basic elements of our mutual understanding so as to be sure that we have the same expectations of each other.

1. I shall provide money for you to publish privately the full version of Post Mortem. My expectation here is that the cost will be \$10,000. Should the cost run over \$11,000 additional help will be needed.
2. You, in return, will allow me to be the editor of an abridged version of Post Mortem. It will be my job to find a commercial publisher for this book.
  - a. My name will appear on the book as editor, and I will put in a preface of my own of one or two pages, explaining my role and thanking people like Gary, my wife, my secretary, etc.
  - b. The organization and wording of the book will be my decision, but the contents, especially in the last two chapters covering new evidence, must be acceptable to you.
  - c. Although most of the documents will appear only in the full version, you will allow a few of the most important to appear in the abridged version.
3. Should no commercial publisher be available for the abridged version when the full version of Post Mortem is ready for press, you agree to wait on its publication until January 15, 1972. At that point if no publisher is available for the abridged version, you will understand if I withdraw the offer of publishing the full version. Hopefully we can then find some other mode of cooperation, or you can convince me of the value of publishing the full version without an abridged edition.
4. You accept the limitation of my commitment in No. 3 in light of a commitment by me to do all I can as soon as I can to publish the abridged version. This means completion of an initial draft by November 1, 1971.

5. I will receive ten per cent of the total receipts from the publication of either of the two versions, including any advancement received for the publication of the abridged version. By this I do not mean ten per cent of the gross income of the abridged version, but ten per cent of the money either you or I receive from the sale or publication of any book.

I feel a little foolish in putting down conditions in such a formal way, but I feel it is the best way to prevent any misunderstanding from arising between us.

I have already started to move on the book, having made an initial favorable contact this morning with Phil Harder, the former bank executive. He will listen to me for three hours and is willing to contact John Cowles, Jr., if he feels I can make the case I say I can. This looks good, but it may require a copy of some of the important material in order to carry it through.

I have also checked with our family tax expert about setting up a foundation. It will be complicated and I will try to contact a good tax lawyer whom he recommends.

It is now 12:15 P.M. and I must go see Gary. He is excited, as I am, and seems willing to read and correct what I write. I have much hope we will accomplish our ends.

Best regards and thanks to  
you and Lil,



Ned

NC:ns