

8/23/73

Dear Mr. Whitson,

Shortly after I received your letter of the 17th Mr. Montella phoned me. His letter of the 21st was written the next day. Its last paragraph does not reflect the message I asked him to give you. Taken with your letter of the 17th, a misapprehension on your part is possible. This may be accidental, but there are too many of these in the past for me to leave those of the present uncorrected, regardless of the time they waste.

I am not now nor have I introduced any new conditions. I have several times referred you to the handwritten notes Mr. Macrae made and read back to me. I also told Mr. Montella of them.

There is no basis for the opening sentence of your second paragraph. The only reason Mr. Macrae did not then issue me a check for the sum he computed for the sale of those books that were my property and then and there direct that shipment be made is because he elected to separate these things and await a settlement with Mr. Hamilton on those things other than the remainders. On the other hand, I felt that both our interests were served by settling what we could and reducing the problems. I feel that I made a very considerable sacrifice to this end in the agreement on the remainders we did reach. I will not compromise it further. If you mean to by this second paragraph, I do not and will not accept it. My previous correspondence on this is, I believe, unequivocal. It is because such an interpretation is possible that I raised this with Mr. Montella. His comment was that he also felt the compromise I accepted was reasonable and he could see why I would not accept less than so small a part of what I expect to get for those books that were sold when they were my property.

Perhaps omission of payment to me of the money actually received for my property was accidental. If it was not, then this is too much like what I went through with David and I had better do what I went to New York for in May, turn all of this sordid business over to a lawyer. If that is the last thing I want, I see no real alternative if you intended trickery. When Mr. Montella's letter concludes as it does, the unwelcome possibility is not easily ignored. I would appreciate more explicitness from you. If you inherit this mess, I have to learn by the lessons of it. I intend no personal affront, but I also don't intend to be treated this way if you did intend what seems not impossible. Thus, in fairness to both of us, I seek explicitness.

The "within a week" forecast in your letter of the 17th has passed with no word from Mr. Hamilton. It is now three and a half months since he promised me what I knew he could not give me and then told him he could not. Nonetheless he sent me something else. As you know, because I sent you a carbon, I told him this was not what is required and gave him a full and truthful representation of the fact. He has yet to respond. It should be obvious if production of this evidence were as simple as you seem to believe or to have been led to believe, all this time would not have elapsed. It should also be obvious that at this stage it should not be necessary for David to meet with you "and personally retrieve all the pertinent information from his files" if he was, as I know he cannot have been, fully informative with Mr. Hamilton or with Dutton. Before writing me at all Mr. Hamilton required this. Believe me or not, I tell you that if this is now produced you have new cause for concern. I am trying to be helpful to you and to Dutton and trying to be honest with you to the end that this be resolved without the nasty potential it has. I have no desire to hurt Dutton. But I also have no intention of being gypped any further. If what I have been promised is now produced, as I have told you, it has to be fraudulent from repetitive, unassailable proofs I do have. And if it is not produced, there can be no questioning of the legitimacy of what I have asked, which is considerable less than I can believe reasonably and justly.

*is considerably less than I can believe reasonably & legit manner with
and respect*

Meanwhile, the costs to me escalate and I shall, unless this is settled promptly, have to seek restitution. Inevitably there will be a resolution of all of this and at the present rate, "utton's ultimate costs are also climbing.

This does neither of us any good.

For my part, I have tried to be considerate. I offered to forget the flats of unbound pages and to sign a release for them. I will if you will agree to hold them for a little while and provide me with what I have never gotten, an estimate of their size and weight. If I can't do anything with them, there is nothing for me in wasting this cost to you.

On the other side, these repeated unkept promises waste much time for me that I do not have to waste. So do the ambiguous letters or those seeming to commit me to that to which I have not agreed. I would appreciate it if we could get on a better basis. And I do believe we will both be better off for it in the end.

Sincerely,

Harold Weisberg



E. P. DUTTON & CO., INC. 201 Park Avenue South, New York, N.Y. 10003

August 21, 1973

Mr. Harold Weisberg
Route 8
Frederick, Maryland 21701

Dear Mr. Weisberg:

Immediately after speaking to you yesterday morning confirming that the routing instructions outlined in my letter of June 19, 1973 are still followed, I called Mr. Bob Keilholz at Bealls Express.

I advised him that he would be receiving a shipment of books consigned to you and requested that he contact you at 473-8186 before he attempts delivery. Mr. Keilholz was very obliging and assured me that he would contact you as soon as the shipment arrives.

As you pointed out, you do not have the facilities to store the unbound sheets and shipment of these sheets would be a waste of both paper and money. Accordingly, I am instructing our Inventory Control Department to suspend shipment of the unbound stock.

As you had requested, I have extended your thanks and appreciation to Mr. Whitson for his help in resolving the problems.

Sincerely,

Fred A. Montella
Manager
Customer Service

FAM/gsw

cc: J. Macrae, III
I. Whitson
E. Graham



E. P. DUTTON & CO., INC. 201 Park Avenue South, New York, N.Y. 10003

IVOR WHITSON, Executive Vice-President

August 17, 1973

Mr. Harold Weisberg
Route 8
Frederick
Maryland 21701

Dear Mr. Weisberg:

Thank you for your recent letter. I had hoped that Mr. Hamilton would have sent you all the required documentation by this time. I recently received a letter from Mr. Hamilton's secretary stating that he was away on vacation and would be returning August 20th and, at that time, would respond to my request regarding the documentation that you have asked for. Since I had indicated to you in my letter that we would have this situation resolved within a week, I must apologize for the delay and am hopeful that next week this problem will be resolved. To back up my promise, I asked David Outerbridge to meet with me in New York and personally retrieve all the pertinent information from his files so that I could be sure that Mr. Hamilton would have adequate information on hand when he wrote you.

My understanding of your agreement with Mr. Macrae was that Dutton would ship all the remaining books and sheets of the title "Frame-Up" to you at no cost as a final settlement of the advance royalty problem and the remaindering situation. Apparently, you have separated these two problems and feel that your agreement with Mr. Macrae was not concerned with the advance royalty problem. Mr. Macrae does not recall that to be the case but, in an effort to finalize both problems, we will agree to finalize the first problem by shipping the books to you (with reversion of rights) and then proceed on to the next problem through Mr. Hamilton and his authentication of the advance.

Mr. Harold Weisberg

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August 17, 1973

Mr. Montella, our Customer Service Manager, will again contact you to confirm shipping instructions and all stock will be released to you within a week.

Sincerely,



Ivor A. Whitson
Executive Vice President

IAW/gsw

cc: F. Montella