

Rt. 8, Frederick, Md. 21701
8/6/73

Dear Mr. Whitson,

Your letter of the 2d came today. It is true that Dutton "inherited" what you call "an annoying situation" through no fault of mine. There was abundant reflection of it in the Outerbridge files. It is, however, something much more serious than an annoyance for me. So, could you please forgo such remarks as "we cannot continue to drag this situation out." It is obscene to call the raped woman an attractive nuisance. I am not dragging this out nor have I ever.

If Mr. Macrae will consult the handwritten notes he made when I was with him you will find confirmation of the agreement to pay me what was received for my property. Need there be an agreement when one's property is sold? I did not ask for the sheet stock. Mr. Macrae offered it and I said it made no difference and it depended on the size whether I could even accommodate it.

I asked for a letter confirming that the literary rights had reverted to me only to try to tidy up David's mess. These rights actually reverted to me last year under the contract.

Your man called me up, no strings attached, and asked for shipping instructions. I presumed this was because you wanted to cut your waste costs by that much. He confirmed this with an also no-strings-attached letter your files must show. Then you wrote a blackjack afterward. There is no basis for the letter you wrote trying to "finalize" David's flimflam when Dutton knew that I was in New York to obtain counsel and the only reason I hadn't is because by accident I found out about your acquisition of Outerbridge. David had been careful not to let me know, as he had been careful not to respond to my letter telling him when I would be in New York until after he knew I was no longer at home. He also wanted to some trouble not to tell me who his lawyer was so I could discuss this with him when I was in New York. I learned of Mr. Hamilton from Mr. Macrae, who asked me to call him. And Mr. Macrae was quite specific that those matters on which he and I did not agree were not being handled by you but were being handled by Mr. Hamilton. I did phone him and I have supplied you with carbons of my side of the correspondence. Had Mr. Macrae not told me this I'd have waited to see you. You would then have had a better understanding of the realities than your letters reflect. I do not presume dishonest intent on Dutton's part. I merely presume you are taking David's word, which I know to be worse than worthless. For both our sakes I hope I am not forced to establish that this is not a defamation.

If you want to reach an agreement on the books separately, I am prepared to abide by the agreement with Mr. Macrae, but not as a condition of forgetting everything else. On that alone. When you consider what I can legitimately claim \$10,000 for those books, it is not against Dutton's interest and does represent a compromise on my part because not having them has been costly to me. Were this not true Mr. Macrae would never have agreed to it. He also checked to see what would be involved. In my presence an employee brought the sheet of figures in.

I am not surprised at Mr. Hamilton's silence because I understand his problem. He does not want to commit fraud. If he supplies what he is supposed to be able to, unless all the previous evidence is fraudulent that will have to be. That data never did exist. It was a manufactured figure, based on someone's estimate for David, not authenticated written offers from legitimate people in the trade and to prescribed specifications. If this were not the case Mr. Hamilton would not have made the "mistake" of sending figures not to specs and of a later date. Nor would David have had to get them.

You are, I realize, in the position of taking David's word or that of a total stranger you have no reason to feel you can trust. The most cursory examination of a very thick file will show that I am the one whose time was wasted, which was adding insult to injury. I don't think that you will take the time to read that file and I am confident you haven't, else you'd not have written me as you have.

Quite aside from what is in that file and my wife as witness to the original verbal agreement, there came a time when I started taping our phone conversations. There was then little choice and it was not secret. David's first partner knew it, David knew it, the correspondence shows it, and I several times offered dubs to David, verbally and in writing. There just is no doubt about the facts, about various agreements that were made and promptly not kept and I think fraudulent misrepresentations. There is, I am confident, much more for which I can legitimately claim and have not in an effort to get this mess settled. If it is not, I have not waived those options.

The agreed upon advance was \$10,000, and I am aware that you don't know the whole story behind it. There were other sums withheld, some so fraudulently that I think it will sicken you to see the stupidity with which it was done. There were relatively minor sums, like interest that I actually had to pay on the money due me and not paid. If I am paid these various small sums and the balance due on the advance, with interest, I will, in writing, waive the other claims.

We have never met and I have no way of knowing how you think. I suggest what I believe may give you a notion of the kind of mess this is and the truthfulness of what I am telling you. Under the contract (which David was also careful not to return to me, as the files will also show), the balance of the advance was due not later than six months after signing. The most cursory examination of the books will show that this was not done and the only way I could get it was to get it in pieces, each time I faced a real emergency. During that time I actually had to borrow more money because I was not paid what was owed me.

I have no desire to waste more time in fruitless correspondence. Nobody pays me for that time, as they do you. I start work at 5 a.m., work until about 11 p.m., and I'm 60 years old. However, I do want to clean this up and am willing to compromise as I have indicated. If that is not acceptable, there is no point in either of us throwing more time away. If we agree, I will still be both the loser and the sufferer. If we do not, I would encourage you to believe that an awful stink is probable. I have no desire for this and I would like to think that Dutton doesn't, either.

Nor have I any desire to entrap anybody, one reason I write immediately. If Mr. Hamilton does send figures dated at the time they have to have been dated, then there will be a new and serious problem for you because they did not then exist and the proof I have is redundant and overwhelming. I don't want trouble, I do want this settled, so I told Mr. Hamilton, as your own files should show.

Should a letter from Mr. Hamilton cross this one, I presume he will have sent you a carbon.

Sincerely,

Harold Weisberg



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

IVOR WHITSON, Executive Vice-President

August 2, 1973

Mr. Harold Weisberg
Route 8
Frederick, Maryland 21701

Dear Mr. Weisberg:

The agreement you reached with Mr. Macrae regarding the Outerbridge & Lazard title "Frame-Up" provided for the following. Dutton would ship all the remaining stock of the title "Frame-Up" to you at no cost. This includes bound stock in our warehouse and sheet stock at the bindery. In addition, we would take appropriate steps to revert the publishing rights to you. I have rechecked the details of your discussion with Mr. Macrae, and he assures me that this is all that Dutton agreed to and that he certainly did not indicate to you that Dutton would reimburse you for the amounts supposedly received by David Outerbridge "for copies sold" after you bought them.

Mr. Weisberg, we cannot continue to drag out this situation. Mr. Macrae agreed to the above settlement in an effort to finalize an annoying situation that Dutton inherited. I think the settlement is more than fair and amply compensates you for the partial remaindering of the title.

I have held up shipment of these books pending receipt of a letter from you indicating that this finalizes the problem between Outerbridge & Lazard (Dutton) and yourself regarding the title "Frame-Up." Since the books are currently in a freight company's warehouse pending our release, I would appreciate hearing from you as soon as possible.

I am surprised to hear that Mr. Hamilton of Hall, McNicol, Marett & Hamilton has not been in contact with you regarding the authenticity of the royalty advance paid to you for the title "Frame-Up." David Outerbridge has certainly supplied all the required information to

Mr. Harold Weisberg

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August 2, 1973

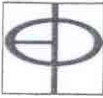
Mr. Hamilton, and in addition, Dutton has forwarded further information, which I believe would assist Mr. Hamilton in clearing up this additional annoying problem. I can assure you that Mr. Hamilton will contact you within the next few days. I am confident that this entire matter will be settled in the very near future.

Sincerely,

I. A. Whitson
Ivor A. Whitson
Executive Vice President

IAW/gsw

cc: Douglas Hamilton, Esq.



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201 Park Avenue South, New York, N.Y. 10003

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