

Rt. 8, Frederick, Md. 21701
6/26/73

Dear Mr. Whitson,

Your letter of the 22nd omits one element of the agreement Mr. Macrae and I reached with regard to copies of Frame-Up, which I had bought from Outerbridge pursuant to our contract. I am to receive the amount received by Outerbridge for the copies sold after I bought them. The notes Mr. Macrae made in my presence should disclose the exact sum.

We also agreed that the right had reverted to me under the contract. Several days ago I wrote Mr. Macrae about this, explaining new reasons that did not exist when we discussed this.

It has been more than a month since I last wrote Mr. Hamilton. I have not heard from him. I sent you a carbon.

Aside from authenticating the advance, there remain several small matters recorded in communications with Mr. Outerbridge and agreed to by him. One that I recall without consulting the large file is interest I actually paid on moneys overdue and not paid me by Outerbridge.

I assume that Mr. Hamilton has provided you with copies of his letters, as I have, and that from this correspondence you know the situation with regard to the amount of the advance.

I share your hope that this entire matter can be settled amicably in the near future.

Sincerely,

Harold Weisberg



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

IVOR WHITSON, Executive Vice-President

June 22, 1973

Mr. Harold Weisberg
Route 8
Frederick, Maryland 21701

Dear Mr. Weisberg:

Further to the agreement you made with our President, John Macrae, III, we have initiated prepaid shipment of all remaining stock of the title "Frame Up" to the address you supplied us.

It is my understanding that the shipment, at no cost to you, of these 2,046 books, plus approximately 1,500 unbound printed and folded sheets completely resolves the problem you outlined to Mr. Macrae, and that Outerbridge/E.P. Dutton & Co. has no further obligation to you with regard to this title. If we do not hear from you to the contrary by return mail, I will assume that your understanding of that agreement concurs with that communicated to me by Mr. Macrae.

With regard to your claim in connection with the amount of the advance royalty contracted for re the title "Frame Up", Mr. Douglas Hamilton of Hall, McNicol, Marett and Hamilton is in the process of obtaining appropriate evidence to substantiate the advance paid to you. He will be in touch with you very shortly and I am sure that this matter will also be resolved in the near future.

Sincerely,

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

IAW/gsw