

Harold Weisberg
Rt. 8, Frederick, Md. 21701
12/31/74

Mr. Walter H. King
Albaum and King
225 Santa Monica Blvd., Suite 902
Santa Monica, Ca. 90401

Dear Mr. King,

I'm sorry Don Freed did not get a response from Dave Pollard and that out here in the country our outgoing and incoming mail are at the same time, so unless I have a guest going into ^{town} ~~the~~ this will not be mailed until the second. I'll be in Washington that day and will endeavor to reach Mr. Pollard, who I know is busy with a major movie promotion.

Until then I see basically the same problems I have discussed with Don. I'll not now go into detail in order to be able to get this mailed if there is an opportunity, but we can discuss them later.

With regard to your Paragraph 1, I should have some idea of what will and will not be included in the proposed contract. I do not believe your letter is intended to include all provisions.

I remember discussing a taped interview with Don and believe it is a good idea. It may, in fact, have been my suggestion, for two purposes: so that whoever writes the script would be able to be better informed, perhaps more completely also, and so that I could have a record to leave with my files, which will be an archive at some college.

However, I also told Don that for background and understanding I would feel impelled to say what I would not want used in any way because it could be hurtful to people. However, I do believe that it would be important for me to be absolutely candid for the success and fidelity of the project. So, this makes the "oral historian" important. I would want to know who it would be and be able to reject one who did not meet with my approval, chiefly because I will be imparting trust and dealing with what I will want to be certain would remain confidential. In addition, I don't really know what an "oral historian" is. For the tape to be what is called an oral history it requires, as I see it, a perceptive and sensitive questioner who may well be a better questioner if he is, for example, a really good reporter. Perhaps the proposed script-writer. While I have not been in touch with them for some time, the Wisconsin State Historical Society, which services all that State's universities, was quite interested in oral histories covering my experiences back to the 1930s. If by oral historian you mean to begin with a professional historian, the only one I know in Wisconsin is Professor David Wrone, who is on the Stevens Point faculty. He is unique among professional historians in having an active interest in the general subject and in having published bibliographical data in professional journals.

A hasty reading of this paragraph does not indicate a remedy to the question I raised with Don: for a nominal sum, \$1250, I can be tied up indefinitely. I really do expect this whole matter to break wide open very soon. Because of his wife's illness I have stayed away from Mr. Pollard, who has to conduct his regular business in addition to spending more time with his wife. But when last I spoke to him he was aware of other interests in the subject we did not go into. When the time comes I'll get together with him and we can discuss this then in more detail. However, I would before then like to have more and more specific assurance than I now see. I'll explain further.

With regard to your Paragraph 2, several weeks ago, just before he entered the hospital, Don phoned me and told me the financing had been arranged. This provision contains no assurances to me.

Paragraph 3 has two major defects as I see it, aside from keeping me tied up for what is a very nominal sum. It does not guarantee me any minimum, and I think such a guarantee should be stipulated. In addition, a percentage of what an unknown producer would consider his "net" could easily amount to nothing. While I have had no personal experience with movies, I have had friends who were part of the industry. I remember very well the caution of one, never to agree to any percentage except of gross. He told me there is no other meaningful record, hence no meaningful base.

Particularly without a guaranteed minimum have I no way of knowing what return is in prospect. I think I need to know this, particularly with what Don has outlined to me as his general approach.

I have had enough experience with book publishing to feel I should be cautious in these regards. I have sold books from which I never got a cent and I have had contracts whose provisions were not enforceable. And with movies, two have been stolen from my earlier work, rewarding to everybody except me.

As I have indicated above, there would be limitations not included in your Paragraph 4. This non-exclusive right would be limited to what would be used in the movie and that, I presume, we would understand in advance. Without this assurance, I could not be as forthright as I believe I should be.

I am agreeable to the general outline Don gave me. However, I feel I need specifics and assurances I have not yet seen.

Your letter makes no reference to a tie-in with the Sirhan movie. Don has given me to understand there is a package deal, with the Sirhan movie first. I can visualize problems this could create. These problems could result in my being tied up indefinitely for a very small sum and with the work recently on in the near future on the nation's front pages. This is but another reason for my need for these assurances. And specifics.

Sincerely,

Harold Weisberg

cc: Don Freed

Don Freed

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AIR MAIL

December 26, 1974

Mr. Harold Weissberg
Route 8
Frederick, Maryland 21701

Re: COLLABORATION ON MARTIN LUTHER KING
MOTION PICTURE WITH DONALD FREED

Dear Mr. Weissberg:

I had a conversation this afternoon with my client, Donald Freed, who informs me that he has discussed the possibility of collaboration between the two of you in connection with the above captioned project.

Mr. Freed informs me that he is interested in coming to the Washington area together with an oral historian for the purpose of exploring interesting cases that you may wish to discuss, and particularly the matter of the James Earl Ray investigation, including any Martin Luther King files and records that you may have in your possession.

In addition, in the event the motion picture goes into production, your services may be needed as a Technical Advisor for a period not to exceed six (6) weeks.

Mr. Freed suggests the following arrangement for remuneration:

1. A fee of \$2,500 to be paid \$1250.00 on execution of a written contract by both parties, and a further \$1250.00 on completion of the interview referred to hereinabove;
2. Should funds be successfully raised for the production of a motion picture, Mr. Freed would have an option to retain you as a Technical Advisor for a period of from two to six consecutive weeks at a salary of

LAW OFFICES
ALBAUM AND KING

Harold Weissberg

Page 2

December 27, 1974

\$1500 per week, plus transportation;

3. In the event the motion picture is produced, you would receive one per cent of the producer's share of the net profit of said picture;
4. Naturally, you would execute whatever documents are necessary to release the rights of the content of the interview to Donald Freed and his successors in interest, but this could be on a non-exclusive basis.

Please let us know if you are agreeable to an arrangement of this kind, or let us have your alternative suggestions.

Mr. Freed informs me that he attempted to contact a Mr. Polland three times during the last ten days, but he has received no response of any kind and has, therefore, requested this office to contact you direct.

Very truly yours,

ALBAUM and KING


By: WALTER H. KING

WHK/cc

cc: Mr. Donald Freed