

7/22/70

Dear John,

Your letter and check are not in accord with any of our discussions and agreements, including the one in which you had just promised to send me a check for \$239.00.

All of this came from Gambi; non from Dell, and none of it represents anything withheld from you.

You forget the violated agreement was that my costs and work on the case, which come to more than a third of the Lucas cost, were to be my part in the agreement Bair broke. So, none of this is overpayment to me and does not begin to repay my costs, aside from the value of the time Bair and Lucas both asked me to put in investigating the case for their defense, since nothing could be collected from me. On my own books, however, I am allocating this to a partial payment, as I explained to you, for the copies of my printing Dell bought and never paid for.

I am sorry you did this, very sorry, for our debt interest and taxes have come due and I borrowed money last week to pay the bank, promising to return day after tomorrow what should have come from you, following our phone conversation, before then. The balance was a check also overdue, from the National Enquirer. Both of these put me in a very bad position, aside from the worry about the unmet tax bills.

Please send me the \$100 immediately. My need is urgent. Also, when I am forced to borrow to survive, it is essential that I keep my promises on when I'll repay, or I'll not be able to borrow next time I am required to.

Aside from the fact that it is wrong, you should never unilaterally change anything you've promised to do. Others would hold it against you, very much.

Hastily,

July 18, 197

Dear Harold:

Excuse me for not writing sooner but I ~~am~~ just finished a te  
and a foreign language exam.

I may be wrong on the following, if so, let me know. I am very  
confused. I did some additional compilations after our phone c

1. Bill Lucas was paid \$4,782 in counsel fees.
2. Dell paid all of this amount.
3. Dell deducted \$1,000 from your royalties plus an additi  
\$1,000 for "future" litigation. The latter \$1,000 was re
4. Gambi paid Dell half of the \$4,782 or \$2,391. Dell then  
this full amount. ~~But~~ Furthermore, \$1,000 of this amount  
the money deducted from your royalties.
5. The \$1,391 really belongs to Dell since the \$2,391 repre  
Saga's half and Dell paid all the rest. In another words  
were not charged anything for Lucas.
6. I realize that Baer doesn't understand this but I should  
the 10% from the \$1,000 as that amount was with<sup>h</sup>eld from  
regular royalty payment.
7. Of course Dell owes you for other expenses beyond the \$1  
you are entitled to keep the check.
8. Enclosed is my check for \$139 or 10% of \$1,391.

This seems to summarize the whole matter.

I am planning to go to Israel if I can save enough money for ti  
I will contact Grove. Workman will sand the information. I wou  
like to see you and Lil before I go, wish you didn't live so f  
interested in moving to a cozy apartment on Fourth Avenue? The  
clean and the view is ~~unusual~~ unusual.

You have to be careful of any title suggesting race. "Black on  
suggests black writers nn black problems.

Sincerely,  
*John*