

5/11/74

Dear Ed,

Your timing on the xeroxing was so perfect and so close I delivered it without looking at more than the first page. If there was even a letter inside the rubber band it is now in "oulou!

While I am hardly a good judge, with a predisposition to trust everyone until there seems to be good reason not to, this man seems like a rather decent and genuinely interested one. He was here from before dark day before yesterday until suppertime yesterday. We covered much, intensively, on the chance he will be able to generate interest.

So, many thanks.

And I have a copy of Give Us This Day, a gift that also came yesterday.

I don't know if in mentioning to you so much of the crookedness of which I have been the victim I mentioned Meredith. The former president, referred to in the enclosed letter I received today, was quite embarrassed and was offering a settlement, with what appeared to be sincere apologies, but you know what happened to my New York representation!

If they were merely to pay me for what was used at the contracted price plus almost anything reasonable for what was not contracted-I believe literally plagiarized - I'd accept it. Even though I've been paying interest on it, which I'd like to get.

If I didn't mention this, aside from the Flamme drek, which was entirely cribbed, with relatively few credits for what was used without even a request, there is the question of The Weight of the Evidence. Meredith did publish it. Bill Adler, using the name Jay David, was the "anthologist." We do have a contract for brief excerpts from my first two books. I have never received a penny for them, and Woodward did tell me by phone that it is the custom to pay on publication. However, in addition to what was agreed to, this skunk took the entire epilogue of Whitewash II and used it not only without permission but also to defame me.

Despite Harlass' enclosed letter, it has been my impression that the publisher is responsible for what he prints. Am I right?

In earlier correspondence he first referred me to Harthorn, which bought their trade book division, then claimed to have no files, and now he appears to have complete files. Or to be of other intent.

If I am, a polite but firm letter along this line might get some results. If I am not, then I either have to forget about it, which I can't really afford to do, or go after Adler/David. Unless his star has sunk, he could ill afford a suit because of reputation considerations.

When we contracted, Adler was at ¹⁰ \$39. Of the second book, he had the rights to pp. 372-8 only. When he paid, that is. For this he was to have paid \$30. The earlier contract, for pp. 258-332 of the first book, \$100.

He did stipulate it was for Meredith Press: "I am now preparing for Meredith Press..."

Prior to your getting here, any suggestions?

Best and thanks,