

Jim Lesar
918 F St., #509
Washington, DC 20004

5/27/98

Dear Jim,

Yesterday I had two consultations at Johns Hopkins. In recent ² years just being driven there tires me too much. Your letter of the 22 and the package came and I spent the rest of the afternoon sitting and thinking about what has happened to you, how ^w you have changed, how unlikely it is that you are capable of realizing any of this.

I suppose that I should have realized that the passing of years has not made you other than the Junkie Jim if your undergraduate days, that you just could not have all the exhibits of a case like Ray v Rose together, as they belong. If I had thought of that I'd not have asked you for all those exhibits to be able to get the three pages I wanted, of which at least two do not seem to be included. I had written you earlier and separately asking for that farout agreement with all the strange language in it. Howes Got Ray to sign along with those two pages we got from the sheriff's office, from that book on how they were to take control of Ray, prepared by the DJ. As you appear not to realize, I can't use a desk as others do and I can't spread those legal-size pages out but I did go over the list. If the Manes document is one of the first two, I have it, but there is nothing that seems to be from that book in the sheriff's office other than what is missing.

Which is to say that after all these weeks you have wasted all this for me and at that charge me a usurious rate for what I should have been given at no cost when I was the case investigator. I made no issue of it then because as Bud could be pleasant and gracious he could also be very disagreeable about money and I wanted no repetition of what had happened.

He wanted me to speak to someone and I had an appointment to borrow the money I need ^{ed} for a month or less to meet my mortgage payments.. He asked how much it was, and I told him less than \$5000, when I'd be able to pay it back, and I said I had two checks due within a month that could cover it, so he asked me to stay and talk to that person for him and he'd lend me the money. When I got the first check, in less than two weeks, I sent it to him, and by return mail I got the ugliest, nastiest, most indecent letter. It embarrassed Warmen, who may remember it. The second check came on time, I sent that to him, and I could only wonder what made a man who could be so pleasant and agreeable so disagreeable.

He asked me if on my return from a trip to California I'd stop off in New Orleans and get a reading on what Garrison was up to. He said he'd pay my expenses, so I agreed. He ^{then} gave me a travellers' check for \$100. Do you think that paid my costs in staying in New Orleans and learning what he wanted me to learn from him?.

I never asked him for a penny but this was his attitude.

There are other things that came to mind for which I do not take time. But I did not make a point of not being given a set of the exhibits to avoid anything like this. Not that I had not gotten the case for him, and not that he had not kept the agreement we then made. *if you want me to go into this, let me know. It hurt*

us
In any event, although I regard it as usurious and a total waste because what I told you I wanted to use in the writing is not included, I enclose the check you asked for, with the xeroxing at 20¢ a page. Have you not shame, no self-respect, that you can make such a charge for what I should have been given years ago and does not include what I told you weeks ago that I wanted! You have rewritten much of your past, perhaps believing what you would rather believe that the reality.

I was never offered any compromise payment for the consultancy you got me into when you should not have even dreamed of it and then did not take the lawyerly step of getting it all down so there would be no argument later. Instead of paying me for what I remember was about a hundred hours that little bitch said do sorry, she did not have the authority. She had brought her assistant division chief in to testify that they would do as she said but the judge let them get away with that and if you made any effort to prevent it, that does not come to mind.

Years ago you were embarrassed by this and volunteered that when you got paid after the case was over you'd pay me what they had been supposed to. I did not remind you because I knew you were not making enough to afford to do that and because I was making out without it. But your account is not truthful and I guess that, given your record on that, you are more comfortable with your revision of reality. *What told you is in the transcripts of the hearings.*

Now on that Smith citation, of me, which I do recall a little of and do not think it was for the amount you say, you forget why I was my own lawyer before Smith and could get into such a position - in which I told the lawyers for the other side that I dared them to take that kind of a phony deal to a Maryland court to collect it, and about which I never heard a word, never had a request to pay or anything like that. *not one!*

I was without counsel and had to be my own because you did what I told you I would not agree to and did not want and you created the conflict of interest without which none of that could have happened. Whatever caused him to do what he did.

I see no connection with any payment due you and you never mentioned this to me earlier. You were not my lawyer then so how could there be a connection? Unless that had to do with your *deputy* what I opposed and opposed strongly and expressed

myself on pointedly. You then were not my lawyer so how could you agree to ~~do~~ them then deduct it from your check? Even though to you created the situation by creating that conflict of interest.

It is my understanding that lawyers are not supposed to do what their clients tell them they do not want to do.

I should have realized that you have changed, perhaps with your close association with all the nutty theorizers causing it, when you did not keep your word on the press conference you ~~promise~~ promised to hold for NEVER AGAIN! You said you were afraid you could not handle it but you had nothing to handle. I gave you documents to give out and had the few words for you written out together with you saying you could say no more to ask me if they wanted more.

Everyone who has been here since then and plans to write has made copies of those documents and all believe them important.

I'd have been better off if you had not given me your word and then not kept it but I should have realized that represented some kind of change.

Perhaps the day may yet come when it dawns on you that all the nutty theorizing had been hurtful and had confused the people even more.

While being a booby those behind the assassinations.

Sincerely,

Jack

If you know how to get in touch with

Feeble as I am I wrote about 150,000 words while ^awriting for you to not send me what I asked for!

Thanks!

Frederic Whitehurst, the former SA who is trying to clean the Lab up, or his lawyer, named John, I think I can help him/them.

If you can identify any of the pages I want in what you sent, I'd like to know. And does, if you know, Roger Feinman have the same address, 142-10 Hoover Ave., 404, Jamaica 11435?

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May 22, 1998

Mr. Harold Weisberg
7627 Old Receiver Road
Frederick, MD 20701

Dear Harold:

When I returned from California on April 26th to confront a mountain of work which needed prompt attention, I took time to search my garage and basement for the Ray evidentiary hearing exhibits. I found most of them, but not all. Because they were in disarray, with multiple copies of some exhibits, partial copies of some exhibits, exhibits not always in order, and as I have just learned from my own review of the exhibits yesterday, exhibits which were non-evidentiary hearing exhibits mixed in with evidentiary hearing exhibits. I asked Kitty McKee to go through them and compiled a complete set as possible to send to you. Kitty works for me on a part-time basis, usually coming in either late at night or early in the morning when I am not there. Because this is a second job for her and she has a very active social and family life, her work schedule is often quite irregular, and although she is supposed to work 12 hours a week for me, it usually turns out to half that at best.

The only other person I might have been able to turn to, Carmen, who is supposed to work for me 12 hours a week, has been to the office only once in the past two months because her husband, Fernando, was in the intensive care unit of the hospital for a month and still requires constant attention.

A few days ago, Kitty finally completed the very time-consuming task of combing through the exhibits, putting them in order, etc., and copying a set for you. After completing work on a couple of briefs with urgent deadlines, I then reviewed the documents myself to see exactly what was going to be sent to you (in the process I discovered some materials that were not evidentiary hearing exhibits, and eliminated them.)

I'm sorry for all the delay, but such are the circumstances under which I live and work that delay in complying with the requests made of me is inevitable. I think I see an imminent light at the end of the tunnel: I am finally getting paid for a couple of court victories, and a summer intern is arriving from Vanderbilt, and hopefully, she will help to reduce my workload and permit me to get better organized.

Now as to the consultancy, which you allude to, I do not recall any promise that I made to pay you "\$10,000." I don't recall \$10,000 as being the amount at issue in the consultancy.

The only figure I have been able to come across in a quick check of what is immediately at hand is \$6,000 for 80 hours of work. Your comment that I "did nothing to assure that [you] would be paid when the promise was made" is grotesquely untrue. You apparently have forgotten that I litigated the issue of your right to be paid for that work at great length in district court, including taking the depositions of at least Dan Metcalfe and Lynne Zusman, and maybe others, that I appealed the issue to the Court of Appeals and litigated it at great length there as well. Moreover, the Court of Appeals directed a new round of briefing on this issue because of the question as to whether or not the issue should be decided by the Federal Circuit Court of Appeals rather than the D.C. Circuit (an issue on which Judge Bork dissented in our favor). My guess is I probably spent \$20,000-30,000 in time arguing the consultancy issue, all because you would not accept the Department's compromise offer of \$35/hour.

As to the \$10,000 figure you mention, the only place that figure pops up in my memory is in connection with sum Judge John Lewis Smith awarded against you for refusing to comply with the FBI's discovery demands on you. I have a hazy recollection that he awarded that sum against you, or against both of us, and that it was later reduced to \$6,000, perhaps because the Court of Appeals threw out the award against me. The \$6,000 figure sticks in my mind because when I finally did get an award of fees in Civil Action No. 75-1996, the FBI would not pay me until I agreed to have the amount that you owed for the contempt fine in the other case deducted, since you had refused to pay it. I am pretty certain that \$6,000 is the amount they deducted from my check. Also, because of the intransigent position you adopted, I lost any chance of getting any attorney fees at all for that case, in which, in my view, we had "substantially prevailed" before the Department of Justice came up with its brilliant plan to get your goat and abort the case.

I am not 100 percent certain that my memory of these events of yore, is completely accurate; as they have receded with time, so has my memory of them dimmed. I simply wanted to correct what I think are some errors in your recollection.

By separate mail, I have sent you 435 pages of the evidentiary hearing exhibits. A couple of lists of them are included, and I have marked with a circle on the typewritten list those that are missing. I will continue to look for them as time permits.

Please send a check for \$93.35 to pay for the xeroxing (\$87.00) and mailing costs (\$6.35).

Enclosed, in case you haven't seen it yet, is a glowing review of Posner's book by Tony Lewis. When time permits, I do intend to respond to Posner, but that will be a while yet, as I have a very heavy June/July schedule, including trips to Los Angeles,

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Knoxville, and possibly St. Louis.

Best regards to you and Lil.

Sincerely yours,

A handwritten signature in cursive script that reads "Jim". The signature is written in dark ink and is positioned above the printed name "Jim".

Jim