

1/29/73

David,

You are a mean and conceited man who writes letters protesting his nobility and purity of thought and does while perpetrating fraudulent acts he perpetuates while pretending to do what is necessary to end them.

When you told me that it was all an accident by Dutton that Marboro got books that are mine and I bought from you, I asked you to get in touch with Marboro and stop it and collect what books they had not sold. A similar situation with Giant, which sold their supply from Marboro about two months after I asked this of you. Not that anyone should have had to ask it of an honest man!

There are three recent reports of Marboro still selling my property, the most recent tonight, a few minutes ago.

Two weeks ago a friend went into a New York Marboro store and asked for FRANK-JOB. He was told their supply was gone and they expected a new one. Not that it was sold out.

Last week a Washington friend was in New York and bought a copy at a Marboro store. He got a receipt and I have it.

This evening a friend was in the new Marboro Broadway store. They had 20 copies. If they had been set up to accept his charge card, he would have bought all of them for me because he is one from whom I had to get his copy for my own needs, at some cost and trouble. I asked him to go back tomorrow, but one copy, and get a receipt.

Aside from the contract and the correspondence on this, I urge you to remember that we did have several conversations and agreements by phone and that to your contemporaneous knowledge I taped them. There is absolutely no doubt that these books you have sold are my property, that you accepted as a down payment the sum you admitted you owed me, that you promised shipment by a certain date, and that you asked me to agree to hold off on an actual count and a precise bill for the balance until the books were loaded, to save you the cost and trouble of an extra handling.

However, there is more than enough in writing. Your later, ex parte gobbledegook is irrelevant, even if a lawyer concocted it for you. You cannot unilaterally end a binding agreement and I am told you are fully responsible for the damage.

So, faced with your continuing silence, I am again writing to ask for a full accounting, including all of the remainders that belong to me and you sold.

If there can be an explanation of this blatant, persistent crookedness I would like to have it.

Dear Mac, I wrote you about this under date of 1/5/73 and have heard nothing. I told you that a postal inspector had told me that in his opinion other crookedness constituted mail fraud and that I had written him repeatedly without acknowledgement. What is called the "remainders" in publishing were to be offered to me under the contract. They were, under date of 10/5/72. I accepted the offer and was assured 100% of these books would be mine, plus any returned later. At least a thousand went to Marboro at the price I agreed to. Money due me was accepted as a down payment. I was written that it was all a mistake and would be corrected. To date it has not been, my property is still being sold, at loss and damage to me, and it is beyond my capacity to go to New York to get a lawyer. Can it possibly be that this is not criminal and that if it is, nothing can or will be done? I asked that you please make inquiry of the Post Office on this. After three weeks I am surprised that nobody in your office has said either that you had or would not. I can't imagine this kind of conduct without some unofficial assurances of protection. My complaint to the postal inspector was last 9/11. If he had done what he said he would, I have difficulty believing additional fraud will be pulled several months later. Sincerely,