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November 11, 1966

Mr. Mehrl Delancey
Merkle Press
820 Rhode Island Ave., NE
Washington, D.C.

Dear Mehrl,

A nasty situation has developed with Dell. After our verbal agreement, pursuant to which I ordered the last printing of WHITEWASH, in drafting the contract Dell wrote in provisions not agreed upon and wrote in provisions contrary to what was agreed upon. Most important of these, so you will understand, was their assumption of liability for all returns. As you know from our discussion of that time, without this provision I would have made no deal with them and not ordered the additional printing.

It also appears that they have done nothing to promote or push the book. They are insisting I sign a contract other than we agreed upon and I cannot and will not. My last word is that they are returning the books. My last word to them is that I will not accept them. We may have to test in court whether, in the absence of a contract giving them the right of return they can return merchandize that is exactly what is represented and in no way defective!

Meanwhile, although I will phone you on Monday, all of this having developed after you left for the day, I want you to have this letter first to establish that you have no authority to accept any returns for me without my authorization and as a means of making certain that none of your employees, though a willingness to be helpful, accept any such returns in error, I cannot and will not assume any responsibility for any returns.

I am anxious for the dummies. The total text, including preliminary pages, is 246 pages. To this we will add an appendix whose size can be ~~not~~ determined only after the index is completed, I estimate the completed book will total 280 pages, or eight 32-page signatures and one 16, but it is quite possible nine 32s may be required.

Some time toward the end of the coming week, if possible, I should like to discuss this with you in some detail.

Sincerely yours,

Harold Weisberg