

ROUTE 0, FREDERICK, MD. 21/01
1/29/73

Dear Bob,

Enclosed are what I hope are enough papers in the case of the ^{Monrovia} book wholesaler for you to make an assessment. The entire file is large.

We moved from Hyattstown on 10/1/67. We arranged for the property in which we now ~~live~~ live that June. So, when moving time approached, we let everyone with whom we did business know. We also had card mimeographed to mail separately, and a surplus to use as reminders for those who did not change their records. The book business is such that to this day some who deal with us regularly have not! We sent Raymar notification of the move. A copy of this card, marked "1", is enclosed.

Do not be confused by the route-number change. We have moved only once. The Post Office renumbered the routes after we moved in and had stationery printed.

The conditions under which we did business were simple: the books were always returnable for full credit if prepaid, received in ~~saleable~~ ^{saleable} condition or insured, ~~in~~ with permission for return asked. It was necessary for us to ask that our permission be asked to be sure that I could be home to receive the books. As a matter of fact, however, this is an industry practise, and when permission is asked, when it is given in writing it is generally accompanied by mailing or shipping labels. Usually those wanting to return books ask for labels of us as they do of all publishers. It protects everybody.

Raymar did not ask our permission, hence they sent the books to where we no longer lived and there was, naturally, only an empty house. However, we had given them the correct new address and phone.

Some of the truckers are incredibly crooked, notoriously the one here involved. They have beat us out of thousands of dollars. The local bookstore specifies in its orders not to use them. They have never made an undamaged delivery to us. I always tell people to specify not to trans-ship by them. Under Maryland law it is impossible to sue them in Maryland. This makes the obvious and costly problem when there is damage. I'd have to have a local and a Pennsylvania lawyer, as I learned in another case. They deliver all over the State, but within the meaning of the law they do not "do business" and we can't "serve" them, my local lawyer said.

One of our losses with them, never paid, is reflected in their #681261, enclosed as "2". Because we had not been notified, I was not home when it was delivered. However, the driver noted that four of the five cartons were damaged.

We had other and worse experiences. One involved a shipment from another wholesalers, again when I was not home, before we moved here. I raised enough hell for them to then send their claims agent. They then had a local terminal and I could have sued them in Frederick, which is only 15 minutes from where you used to visit us. That shipment was also recorded as damaged. While I was away, as soon as she could, "il went over the books and separated them, damaged and undamaged. They inspected and agreed. We never got paid and the shipper also never got paid. Because he had never paid us to begin with, we are stuck. Also typical of the very crooked book business. So, we got our lawyer to get after them. Meanwhile, they had given up their local office. I think he will remember because they strung the negotiations out and finally told him frankly that it would cost me as much to collect in Pennsylvania as I could get from total recovery. He told me they were right and recommended against suing. His name is Glenn Michel, known as "Mike", 301/663-3333. He is a friend and the brother-in-law of our Senator, also a friend, Mathias.

It happened that when we moved here, the lane was impassible to any but the smallest car and there was a big ditch for a while while the current and phone-lines were being laid underground. The place had been abandoned for more than a year and the floodbunda roses blocked the lane. I had to cut them down and did.

Their then claims agent was one Doug Hottel. My first conversation of which I have a record, enclosed as "3", was with a Mr. Chrisman, 10/18/67. He told me the Raymar shipment was of 19 cartons, weighing 1008 pounds, and when I asked about the condition, from this sad and costly earlier experience, he told me they were "all beat up." So, I told him I

would accept the shipment only with some form of assurance against the past. He had Hottel call me back later. The lane was not impassable long for we also had to get in and out and the ditch was filled as soon as the work was completed. I did it myself, without waiting for the workmen to return with a machine.

Hottel, embarrassed by the history of the past, agreed to make a personal inspection and give me his own statement of damages. He preferred to do it here, which is understandable. Otherwise they'd have to re-carton everything and the cost would have been a waste. I told him to arrange shipment when he could accompany it but it would have to be when I would be home, to call first. That such a conversation took place is established by their 11/6/67 notice, sent me later, marked "4". Actually, Hottel gave me a no-cost number to call, Enterprize something-or-other. Hottel did not make these arrangements. It is I who later took the initiative and called him several times because I wanted to get what Raymar owed me.

My undated letter to Raymar, marked "5", must have been written as soon as I was notified of the shipment. It reflects that the trucker had conned me. But more important, I notified Raymar that all 19 cartons were damaged and to notify their shipper, that is, the trucker who originated the shipment. I have marked these places in red.

The way it works in Maryland, whether or not there, is that whoever has title to the books has to make the claim. Raymar held title. They bought them, whether or not they paid for them.

When I got in touch with the local trucker, Harris, when Hottel had not made the arrangements, he first made several dates he did not keep. This made me apprehensive, so I went to see Mike Michel. He told me what to do and I did it, ask for delivery and simultaneous inspection for and receipt of damage, to be made in my presence and as a condition of my accepting the delivery. I did that, Harris made two dates to deliver and inspect without keeping them, but never delivered. Instead, on the day of the last of the dates they made, they sent Raymar the enclosed speed-letter, marked 6. It is, of course, spurious. They sent me a certified copy so they'd have a receipt.

Someplace about this time, Hottel left them (can't blame him!). I dealt, I now see, with a Mr. Irving. I had forgotten that I had recorded all of the details above in a letter to him as soon as I got his 10/4. It is enclosed as "7". You will note that I gave him my schedule and said I would be here to accept for almost an entire week.

I also immediately sent Raymar a copy and a separate letter, enclosed as "8". It adds details.

Whether or not Raymar had my letter at the time they responded to Harris, marked "9", I feel they had the obligation to see if in fact I had refused to accept shipment. They made no effort. However, airmail to California should not have taken four days, so they should have had my letter by the time of their 10/9 response to Harris. Certainly they had to have had it shortly thereafter. If they ever did anything to offset their statement, "we abandon the shipment", they never sent me a copy, and I have written them often enough about this. Likewise, despite my letter to Harris, they also never made another sound. They could have delivered the books the following week, as I told them, when I'd be home five of the six working days.

When I got the copy of their abandonment, I spoke to Michel and wrote them 10/18/68, marked 10. They again never answered. In due course, my wife sent them a bill, marked "11". Instead of writing me, they sent me a copy of their ledger page, marked "12". The envelope, part of the copy I have made for you, is dated 11/4/70. I note this because it shows a balance due me and thus, I hope, is an acknowledgement under the law. They have nothing to support their credits, not one, for their checks are not in the amounts given wither. The interesting thing to me is that their last entry for charges against them is actually a little greater than what the bill shows.

What probably happened is that when they paid, and terms were cash within 30 days, they took an unauthorized discount. How they keep books, I don't know, for they have a set of books here that shows sums more than they paid by check. (I find myself wondering if they pocketed the difference.)

As in all other cases, they have not answered my last effort to collect, dated 1/4/73 and enclosed. My wife and I wrote them at intervals.

There is more than meets the eye, but I can prove it. I spoke to both partners at the annual booksellers' convention in Washington prior to the printing of my third book. They insisted on an initial 1,000 copies. I tried to get them to take fewer for my own reasons but they wanted the full 1,000. They also asked me to prepare a special flyer for them to send to their customers, telling me the earlier books had been profitable. They asked that I send it to them by air, by a certain date, so they could use their equipment and be the first to have the mailing out. I did all of this at what to me is some cost, about \$300. There is every reason to believe that they never send a single one out. When I started mentioning the books, the stores got orders. Within a relatively short time I started getting orders from their customers. I think about 16. I also think one of the enclosed letters refers to a case. I recall that Paul Elder was one. He was a big customer for them. (He also still owes me, despite promises to pay before and after the business was sold.) Now it just isn't possible that he sent those flyers out and got no single order because I was getting them from his customers. The returns are four books less than the thousand, as I recall. Perhaps the explanation is in the content of that book, what distinguishes it from the earlier ones. It represents my first extensive dredging of the Warren Commission's files. I reproduce close to 150 pages of suppressed evidence, mostly FBI reports, something that had never been done before, and in facsimile. It hurt the FBI and the Commission's staff. Some of this stuff is in their handwriting. It is their own documentation of their own avoidance of the evidence and how some of it got destroyed. It also shows how they avoided witnesses whose testimony they didn't want, like those who knew and would have testified and told the FBI that JFK was shot from the front, too.

I hope this is clear. We are having January weather with an exceptionally high wind. My office is leaking cold air in such volume I am freezing. I'll mail this in a few minutes, when I go for Lil, who is working for the tax season. I delayed as long as I could, hoping the sun would warm the place up, but it hasn't. Referring to Paul Elder reminds me of their debt. It is not enough to sue for, but perhaps they will pay if you phone them. I'll make copies of the relevant things and sent them when I won't freeze and catch pneumonia doing it.

Thanks very much for anything you can do, and for your willingness. Our need is so urgent I think others would find it hard to understand.

Sincerely,

Harold Weisberg