

3/14/73

Dear Allan,

Hasty comment on your letter of 3/12, just before going to bring Idl home from her temporary job.

I handled one such case myself, in Delaware. I realize Delaware and Massachusetts law need not be the same. In Delaware, the statute-running started at last acknowledgement of the debt, regardless of the form of the acknowledgement. Counsel argued the running of the statute - but settled 10 minutes before hearing for 2/3 of the amount. He later told me what I say above, the last acknowledgement is binding there, as I had argued in motions.

It there also is not the last acknowledgement of the debt but of the transaction. In publishing and books, that, I think, is also the request for permission to return, which is also 1967, not 1966 with A & A.

Rabinowitz, if primarily a businessman, is not the typical book wholesaler. Most are only mercenary and without scruple or principle. He is a mildly liberal type who just might find himself embarrassed by claiming not that he doesn't owe but that he beat a poor man by not paying until the statute had run. You might get a reading on him from the letter I included in which he admitted that because he disagreed with me he had failed to do what he could have done with the first book. The wretched ones did not indulge such "principle" and made money on me.

While I took Lester Levin's letter as a negative, having no other immediate prospects in New York, I went to the trouble of a fairly long letter, in the hope it might make a difference.

I appreciate your taking the time to write, but don't feel that you have to be polite.

With A & A, use your own judgement in settling without consulting us. If you want authorization other than this, tell me the form.

Our thanks and our best regards,

RICHARD M. RUSSELL
RICHARD BANCROFT
WILLIAM B. SLEIGH, JR.
A. JOHN SERINO
HOWARD S. WHITESIDE
ALLAN R. ROSENBERG
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March 12, 1973

Mr. Harold Weisberg
Route 8
Frederick, MD 21701

Re: Weisberg v. A & A Distributors, Inc.

Dear Harold:

Many thanks for the four volumes of "Whitewash"
and "Oswald in New Orleans".

I have written to A & A Distributors to see
whether I can settle it without litigation. I am
afraid the statute has run out on the sale. There
is a chance that it has not run out on the return
of the books in May, 1967. I will keep you advised.

Very thoughtful of you to have sent the books.
Best regards.

Sincerely,



Allan R. Rosenberg

ARR:anb