

June 12, 1967

Mr. Stephen L. Bair,
General Counsel
Dell Publishing Co.,
750 Third Ave.,
New York, N.Y.

Dear Mr. Bair,

Your letter of June 8, enclosing a copy of the June 6 letter to you by Mr. Lionel Popkin, comes as a shock and a surprise. We have been in friendly correspondence with John Friedman since he went abroad. There has been no hint he planned any such spurious claim.

If you will consult your own files, you will see that Dell did have an option of WHITEWASH II and surrendered it. There is earlier correspondence relating to this, but on November 10 John Friedman wrote you confirming that "the last refusal rights of the agreement are relinquished". I did have another publishing offer. However, I decided to publish the book myself. It is ridiculous to presume that John Friedman was an agent representing my own interest with me!

Thereafter, Dell developed an interest in WHITEWASH II. The offers were not acceptable to me. When John left the country I had declined your offers. Now in this case, he did not take the initiative before he left the country. Dell spoke to him. He did nothing and he arranged for nothing. Because he had not performed with WHITEWASH we have a very specific conversation before he left. What he now alleges is quite contrary to this.

In any event, if you will read John's letter to you of November 10, you will see that it is the "rights in the Agreement dated October 7" that were terminated.

I cannot and do not agree to the withholding of "an additional 10% of monies due" me under an agreement that does not exist. As you well know, John performed no volunteer services without an agreement. There is no basis for the withholding of this money.

Even if none of these things were true, there is still no basis for this action, for I told John I would not pay him anything further from WHITEWASH unless he made a normal arrangement to have me represented by an agent who would, in turn, pay him whatever was normal under these circumstances from the single 10% on WHITEWASH. It is thus that John Starr became my agent. All royalty payments on WHITEWASH are to go through him. He and John Friedman have an agreement on that.

John, here is my letter to BEKAIN
Bair for your approval. If you do, mail

mail it. Now this is a completely
dishonest thing John is attempting. He
behaved quite badly before he left. Dick
@allen was an inadvertent witness

to some of it. I told John quite specifically he was a disaster to me not
an agent, and that unless he did what he did, got me an agent, he'd not get
another cent. He then agreed that thereafter what he would get of the royalties
due on WHITEWASH would be the share he got from you. The offer I referred to
in the letter John wrote, it happens, was from Dick, who I then just met.

Sincerely yours,

Harold Weisberg