

JAN 15 1974

Notes for Everything - The Settlement 1/16/74

Yesterday was the day set in advance for recording the settlement in court and getting the judge's approval. It was also the occasion for the government seeking still another pound of flesh.

They extorted at least an immediate \$100 and perhaps tax on \$1,500, depending on whether we collect any more of the money owed us this year.

This is how.

First they took a little out on our lawyer. He cut his fee in half because he knew that unless he did I would not accept the government's counterproposal. The difference was so small that there was ~~was~~ no need to insist on cutting the amount for which I said I'd settle. It was much less than the cost of their going to trial.

I accepted the final settlement on the single stipulation that it be tax free, otherwise it is not a net figure. This was agreed to. It was also agreed to that it would be arranged that Lil's presence not be required because it would mean piling work on her that she would have to do nights, on her own time and instead of sleep.

Not until we got into court did we learn that with all the time between the agreement and its recording did we learn that the U.S. Attorney's office had not checked with IRS. Because he had not gotten work on this our lawyer had prepared a separate letter recording the fact, to be signed by the assistant U.S. Attorney, Herbert Better, as he had agreed.

When it came to this point in recording the settlement, the judge said that the side conditions did not require his approval and the question was did we want it on the record. Better then said, blandly, as though he had been caught by surprise, that he had no authority "to commit IRS."

The judge called a conference at the bench. I did not go up. He invited me and I went. Better merely repeated what he had said. The judge then said that because an appreciable part of the claim was for damage to our business and the flock and because there was no doubt that there had been this damage, he could not on the record agree to allocating ~~any~~ none of it to that. This I could understand. The judge also understood the reason for having it all allocated so there would be no tax. He suggested that it would be to our interest to have the terms recorded and he would accept any reasonable sum for the damage to the chickens instead of to us. I explained that all of what we got we would apply to our debt and if we had to pay tax, we would not have the money with which to pay the tax and would have to go <sup>further</sup> into debt to pay it. (All I said.)

We went back on the record and Harvey elected to allocate ~~himself~~ a nominal \$1,500 which equals his deductible fee to this. The judge and Better accepted it and it was all over, except for a few comments from the judge that this had been a long and difficult case and that Harvey had been quite kind to take about half the normal fee, making the settlement actually for more than \$15,000.

As we left the courtroom Harvey asked how long it would take to get the check. Better said six weeks or more. Harvey asked if there were anything he could do to speed it up because each day cost me money in interest and there was reassurance on the speed of the norm and nothing else.

It then turned out that Lil's personal signature would be required, that Better had known this all along and had done nothing. Not because I had not anticipated it and asked that in advance a paper be sent for her signature. The paper has been prepared. He merely had not send it. He said I could get it and mail it to Harvey who could mail it to him. I ask that he give me an addressed envelope so I could mail it to him directly and save a couple of day. I mailed it at 4 p.m.

It then turned out that a separate release would be required. Harvey asked that it be done immediately. Better had other things to do. I'll do it then, Harvey offered. I'll

have plenty of time before the checks get here, Better replied.

What this will mean is that not until after he has the checks will Better want releases signed, which means that there will be more delay ~~xxxxxx~~ they also will require our signatures.

This could all be done in advance and be on hand or could be filed subject to the receipt of checks.

I asked Better to have the check made out to Harvey, to save time. That he could deposit it, take his fee and mail us a check for the rest. He said that instead two checks would be issued. Our record thus will show only \$12,000 and we will have no record of paying lawyer's fees. Which are deductible.

However, while I didn't expect this kind of petty dirtiness, I did anticipate the need not to trust and the actual conditions of the settlement are amply recorded in my correspondence, together with my refusal to accept anything less or any other terms. The court transcript, which the IRS can in the future check if it has any questions, will show that this was the agreement and that it had the government's agreement, that there be no tax on what we finally receive.

How long they stall that only the end will tell. I suppose that if there is no intrusion, it will be the normal time, which Better said is upwards of six weeks. In interest as of the last payment this is close to \$150.

As we walked over the court from his office Harvey said the Anderson trial was going on and that he would like to sit in on it. This is the outgrowth of the Agnew case, actually where it began, where the Nixons went after the Democrats in the county of Agnew's political origin. As he talked Harvey said he sure would like to get Nixon. I said that if anyone really wanted to and if anything could do it, I had it. He asked what and in general terms I told him. He seemed impressed but did not react when I told him that "I had arranged that my days of giving things away were over. He said he could understand that and agreed with it. He is a Republican. Or has talked like he is. AS WE WALKED THROUGH THE CORRIDORS of the courthouse he pointed out the Anderson prosecutors, young men, and said they are getting to be the most famous prosecutors in the state. He said it ~~xxxx~~ almost like a fan.

What has happened to the law business since I first met him? They staff of lawyers has grown to 65, from 50.

As we left the courtroom I told Better there was a small shoaf of papers Davis had taken from my files, had promised to return and hadn't, and how about giving it to me. I told him it was typed with a green ribbon. He had a batch of papers in his arms, opened it and immediately, without any fumbling, handed it to me. Davis had insisted to Harvey that he could not find it. When he took it he said he'd xerox and return. I had then glanced at it and told Davis it appeared to be notes for a book but I had no objection.

From Harvey's office I walked over to the News-American to have lunch with Al Cunniff. I started reading it as I walked, finishing it on the return. My car was parked at Harvey's. It became clear why Davis had lied and had held this record back. It included contemporaneous notes of developments: the terms of the Pentagon settlement I had arranged in May 1962, what had happened when the JAG 2d Army had come to our farm in 1963 - and here enough to be devastating on the private record he made and which I've read, and it is utterly false - and means of proving the deliberateness of the falsehood. More, that I had at that time given this to the government and that it knew it was pulling a fraud on us through its JAG. It would have been a sensation with that JAG on the witness stand. So Davis, knowing that there had been this deliberate effort to defraud behind our backs, sought to and did keep from us our leads to our proof. I had in the nine years forgotten some of the details. This provided references to the log, and I had given the government (gen, counsel, DOD) copies as I typed it. VanV's report of his visit to use is false, but those above him had no way of knowing it. Meanwhile, he would never have dared such a thing on his own, so

it is certain that some superior had him do it. Most likely candidate. Colonel Leahy, chief of Army claims, Ft. Hoabird, which also house intelligence.

This also confirmed what I had claimed and Davis disputed, that there had been agreement to use the military claims act rather than federal torts. The ~~it~~ difference is 100% in what we could claim on each of the 20 claims.

We had not learned what the government's records showed until I finally got Harvey to file for discovery. Taft and the Willaim firm had finally filed, under continuous pressure from me, but in six years had been content with no answer!

There seems to be no limit to how dirty these people can be. And were.

I made these notes for a book on which I had a handshake deal with Crown in 1963 but I laid it aside to do Whitewash, in part because I found my involvement made it impossible to write decently. Perhaps some day I can arrange a collaboration. Max Wilkinson is among those who said it would surely make a movie. I saw it as a combination of ~~Mr. Bui~~ Blandings Builds His Dream House and The Egg and I. The notes Better took were for it and for Taft, clearly a summary to that point, early 1964.

My point in making a carbon for you is partial answer on what the Government is up to with us. They have not given up. They settled because it was best for them, because of the in-court danger. But they are determined to extract every bit of revenge they can, and "they" appears to be anyone with any capability.