

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

HAROLD WEISBERG,	:	
Plaintiff,	:	
	:	
V.	:	
U.S. GENERAL SERVICES ADMINISTRATION	:	Civil Action
and	:	
U.S. NATIONAL ARCHIVES AND RECORDS	:	No. 2569-70
SERVICES,	:	
Defendants	:	

STATEMENT OF MATERIAL FACTS AS TO WHICH THERE IS NO
GENUINE ISSUE WITH REGARD TO THE GSA-FAMILY CONTRACT

Pursuant to this Court's local rule 9(h), Plaintiff submits that, with respect to the GSA-family contract, these are material facts as to which there is no genuine issue:

1. Under date of October 26, 1966, a certain letter agreement was signed by the representative of the executors of the estate of the late President and the Administrator of General Services (Complaint Exhibits A and F).

2. This said letter agreement provided for the transfer of title to the United States to certain official exhibits of the President's Commission and to certain other evidence considered by the said Commission, in the form of film and prints thereof, through GSA. These items, then, were in the possession of the United States.

3. Two days thereafter, the Attorney General, on October 31, issued a certain executive order (Complaint Exhibit E), stating,

I have determined that the national interest requires the entire body of evidence considered by the President's Commission on the Assassination of President Kennedy and now in the possession of the United States to be preserved intact. (Emphasis added)

4. "Preserved intact" means preserved "complete or whole , that is, in a single unit and at a single place.

5. That place had already been designated as the National Archives (Commission Report, xv).

6. This said letter agreement included what amounted to stolen property, property of the United States, for the disposition of which there existed no legal authority and which passed out of the possession of the United States in violation of law. Such a contract, for the return to the United States of that which had been stolen from it, and with the attaching of provisions that could not have been attached without this theft, is null and void and amounts to a fraud upon the people of the United States (Complaint, Paragraphs 23, 25, 42).

7. Under law and regulations, exposed film belongs to the purchaser

of the raw film. This said raw film was purchased by the United States. Where the various kinds of medical film are concerned, especially X-rays, even though the patient pays for the X-raying, the exposed film remains the property of the hospital, as set forth in such standard sources as the "Pittsburgh Code" and as is well-known. In addition, regulations of the United States Navy, in one of whose installations the said film was exposed, requires all such records to be preserved and permanently filed, as is stated on the authorizing form.