

F. The Attorney General, as a Converter of Personal Property, Cannot, by Transporting That Property to Dallas Without the Consent of the Owner, Create in Rem Jurisdiction There.

The Attorney General has not in this Court come forward with any proof or even claim of ownership. Moreover, in his letter to the Speaker of the House which he has presented on this hearing, the Attorney General has stated, ". . . I am persuaded that the national interest requires legislation which will provide a valid legal basis for the permanent retention of these critical exhibits." Defendant is therefore clearly on record as having no valid basis for permanent retention and no word of explanation has been given as to how, lacking title to support retention, he could possibly have any basis for temporary retention. Accordingly, Plaintiff submits that, for the purpose of this Motion, the Attorney General's possession and transportation of the weapons involved must be considered tortious.

Elementary considerations of fairness dictate that a party wrongfully depriving another of his property should not be able to create jurisdiction over the wronged party's interest by shipping the converted property where he will. In rem jurisdiction cannot be obtained by such wrongful acts. As the court stated its holding in Rosencranz v. Swofford Bros. Dry Good Co., 175 Mo. 518, 75 S.W. 445 (1903):

" . . . defendant being in possession of the goods in Missouri purely and simply as a trespasser, and having taken them into Kansas in order that the writ of attachment in that state could be levied on them, the levy conferred no jurisdiction, because it was a fraud in law, whatever the intention of defendant was, and this

defendant cannot avail itself of its wrongful act to confer jurisdiction on the courts of Kansas, and then plead their process as a defense to plaintiff's action for their original and continuing trespass and wrongful conversion. However honest and valid its claim against Goldberg, and this we do not for a moment question, no valid legal sequestration could follow its illegal act in thus taking the property out of this state and having it attached for its benefit in Kansas. The courts cannot and will not countenance such a method of acquiring jurisdiction, and the plaintiff is not estopped to question the jurisdiction of a court of a foreign state, obtained in such a manner and by such means." (pp. 448, 449)

#### Conclusion

Plaintiff continues to be denied possession of his property without a hearing on the merits and without compensation. The delay of justice being a denial thereof, the Defendant's dilatory motions should be promptly denied for all of the foregoing reasons.

Respectfully submitted,

*William C. Garrett*

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William C. Garrett

*James S. Holmberg*

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James S. Holmberg

Attorneys for Plaintiff

GENERAL SERVICES ADMINISTRATION



National Archives and Records Service  
Washington, D.C. 20408

February 4, 1965

IN REPLY REFER TO:

Mr. William C. Garrett  
Attorney at Law  
Kilgore and Kilgore  
24th Floor Adolphus Tower  
Dallas 2, Texas

Dear Mr. Garrett:

This will acknowledge your letter of February 2, 1965.

As the items about which you write are in the possession of  
the Department of Justice, I have referred your letter to that  
agency for reply.

Sincerely yours,

A handwritten signature in cursive script that reads "Wayne C. Grover".

Wayne C. Grover  
Archivist of the United States

RECEIVED  
KILGORE & KILGORE  
FEB 8 1965

J.A.K.  
R.S.  
G.L.S.

W.C.G.  
L.E.F.  
W.W.B.

W.C.M.  
C.F.H.  
J.F.G.

Keep Freedom in Your Future With U.S. Savings Bonds

Exhibit 1

Department of Justice  
Washington 20530

March 15, 1965

Mr. William C. Garrett  
Kilgore and Kilgore  
24th Floor Adolphus Tower  
Dallas, Texas

Dear Mr. Garrett:

The Archivist has forwarded to this Department a copy of your letter of February 2, 1965 requesting delivery of the rifle used in the slaying of President Kennedy and the revolver involved in the fatal shooting of Officer Tippit to your client, Mr. John J. King.

Matters pertaining to the disposition of the exhibits to the Final Report of the President's Commission are receiving consideration in the Department and I am not in a position to furnish you further information at this time.

Sincerely,



HERBERT J. MILLER, Jr.  
Assistant Attorney General

RECEIVED  
KILGORE & KILGORE

MAR 13 1965

J.A.K.	W.C.G.	W.D.M.
K.B.	L.E.F.	C.F.H.
C.L.S.	W.W.B.	J.F.G.

Exhibit 2

PLEASE ADDRESS ALL MAIL TO  
UNITED STATES ATTORNEY  
P. O. BOX 153  
BHT:ija

United States Department of Justice

UNITED STATES ATTORNEY

NORTHERN DISTRICT OF TEXAS  
DALLAS 1, TEXAS

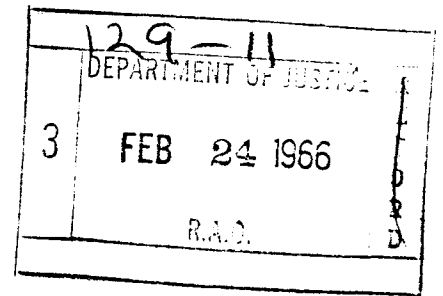
January 12, 1966

AIRMAIL

Mr. Carl W. Belcher, Chief  
General Crimes Section  
Criminal Division  
Department of Justice  
Washington, D.C. 20530

Attn: Joseph J. Cella

Re: One 6.5 mm, Mannlicher Carcano Military Rifle,  
Model 91-38, Serial No. C2766, With Appurtenances,  
and One .38 Special S & W Victory Model Revolver,  
Serial No. V510210, With Appurtenances  
Dept. Ref.: FMV:CWB:pem 129-11



Dear Mr. Belcher:

On December 13, 1965, I mailed to you an expanded proposed stipulation of facts in the captioned case which we felt incorporated the material which John King's attorney had set out in his proposed draft stipulation. We also set out in that draft the basis of each stipulation. In most instances the reference was to the President's Commission Report. Shortly after Christmas I held two long conferences with Mr. King's attorney, Bill Garrett, during which we discussed in detail our draft of the stipulation as well as his proposals. As a result of those meetings we substantially revised the language of many of the stipulations which I had mailed to you on December 13th. Most of the language changes are, in our judgment, inconsequential. The changes were made as a compromise between the language which we had used and that which Mr. Garrett desired. The following stipulations have some changes:

No. 3 previously read "as evidence in a criminal case" and now reads "as evidence in connection with the assassination of President John F. Kennedy and the shooting of Dallas Police Officer J. D. Tippit".

No. 8 was changed to simply include as exhibits the Senate and House Reports on the legislation. Mr. Garrett contended that as No. 8 previously read it appeared that the Commission was specifically recommending a forfeiture proceeding rather than the legislation which resulted.

*J. C. file*  
*129-11*

Mr. Carl W. Belcher

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January 12, 1966

No. 23 and No. 27 were omitted entirely. We agreed that as drafted they paraphrased the statutes. The Court will have the regulations and statutes before him and these references to the statutory provisions were not proper matters for this stipulation.

No. 30 now becomes No. 27 in the new draft and has been changed to include the words "the individual generally known as" Lee Harvey Oswald. This wording is somewhat of a concession to King because of Oswald's use of the name "Hidell" on occasion.

No. 29 in the new draft is an added stipulation referring to the Bill of Sale executed on December 31, 1964, in which Marina Oswald received \$5,000.00 from King. This Bill of Sale was referred to in the Bill of Sale dated March 25, 1965, but not originally attached. We agreed that since two Bill of Sales had been executed and the payment made in two portions, both should be set out in the stipulation and included as exhibits.

No. 33 is now No. 31 in the new draft. Garrett agreed to the first phrase in which we referred to King's knowledge that the weapons were in possession of the United States; however, he refused to stipulate that King recognized the possibility of adverse claims or to the provision for alternative proceedings in the Sale's contract. King contends that the Sales contract speaks for itself and he insisted upon adding the last sentence in the new No. 31, which states that at the time of the purchases referred to in Nos. 29 and 30, King had no actual notice or actual knowledge of a claim thereto by the United States. Mr. Garrett stated that if we did not stipulate the lack of notice or knowledge of a claim by the United States he will call John King to testify that he had received no such notice and had no knowledge of such a claim, either directly or inferentially. He wanted to include the words "constructive notice" in addition to actual notice but I refused to insert the word constructive. If the stipulation is agreed upon as now set out in the new No. 31, our position will presumably be that this is an in rem proceeding and that it would not matter as to forfeitability whether or not King was a bona fide purchaser from Marina Oswald or whether he was placed on notice of possible adverse claims of ownership.

No. 32 in the draft enclosed has been added. So far as I can tell from the correspondence which you forwarded to me, it is a correct statement of fact that prior to the notices or publications of the seizure, no claim or right of forfeiture had been asserted against John J. King.

Mr. Carl W. Belcher

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January 12, 1966

While this will no doubt be urged by King in connection with his claim that he was a bona fide purchaser and possibly as to laches and abandonment by the government, we can again urge that the government had no duty or obligation to assert such a right of forfeiture against King or to apprise him of any contemplated action in that regard except at the time and in the manner in which it was done. We will also contend that no statute or regulation requires that such claim of right of forfeiture be asserted in any manner other than is prescribed by statute and followed in this case. I cannot, therefore, see how the addition of this stipulation will be detrimental to our case.

No. 35 in the draft enclosed is also a new stipulation and was included in Garrett's proposed draft which he originally submitted to us. I am sure that he will hope to use the quoted excerpt from the memorandum filed in the Denver case to contend that we took the position there that forfeiture had been delayed pending passage of legislation where King could seek compensation and that this contention is inconsistent with our position in the present libel. While King may use this to attempt to show to the Court inconsistencies in the government's position in the Denver and Dallas cases, I can hardly see how we can refuse to include it since it is apparently factually accurate. I will appreciate your views on our best response in refutation of this argument.

No. 38 in the December 13th draft now becomes No. 36 in the new draft. I think the inclusion of the language "or reason to suspect that the person to whom such weapons were shipped had any name other than 'Hidell', as shown in the order form", makes no difference whatever. It is agreed by all parties that the firearms dealers had no such knowledge and were innocent insofar as the entries which Oswald caused them to make by virtue of the orders. Again, this language is a compromise and makes no real difference since it is not contended by us that the firearms dealers acted other than in good faith.

No. 39 now becomes No. 37 in the new draft and is changed only to refer back to stipulation No. 6, which sets out the movements of the weapons.

No. 37 of the original draft has been deleted by mutual agreement and as you suggested on the telephone.

No. 40 in the December 13 draft has been omitted. King takes the position that while this is factually accurate the inclusion will require him to examine Marina Oswald's testimony and depositions before the Commission and all correspondence between her various attorneys and

Mr. Carl W. Belcher

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January 12, 1966

the Commission demanding return of all personal property, including the rifle and pistol. He would also insist on seeing and including any reply by Mr. J. Lee Rankin to Marina Oswald. I found no reply to the letter in the correspondence sent me. It seems to me that if Marina Oswald ever made demand for the return of weapons either directly or through counsel, which was inconsistent with her letter of August 13, 1964, set out in No. 40, this would largely negate the abandonment argument which we might have made as a result of No. 40. It also may be that delving into her testimony and the letters from her attorneys would open a Pandora's box that would not be worth while. While I think the abandonment argument based on this letter would be an interesting one, I am most doubtful that the case would go off on this point.

Nos. 41, 42 and 43 in the December 13 draft have remained substantially the same and now become Nos. 38, 39 and 40. You will note, however, the addition of the word "falsely" as to the various representations which Oswald make with regard to the use of the Hidell name in these three instances. Mr. Garrett initially was unwilling to stipulate these matters because they were entirely inconsistent with matters set out in stipulation No. 6. Since it is clear that there were these inconsistencies in Oswald's use of the name Hidell and these statements by him with regard to that use, I could see no reason why we should not add the word "falsely", since he was obviously lying in the statements referred to in Nos. 38, 39 and 40, concerning the use of the name and knowledge of the name. It seems to me better to have the stipulations included in this manner so that we can show that Oswald said or did one thing with regard to the use of the name on one occasion and denied it at a later time. In this way we can show to the Court that there was no consistent use or adoption of the name "Hidell", but rather express denial as set out in Nos. 38, 39 and 40 that he had used or ever heard the name "Hidell". It, therefore, seems to me that through Nos. 38, 39 and 40, even with the word "falsely" added, we will refute much of King's argument on assumption or adoption of the name "Hidell" by Oswald.

No. 17 of the December 13 draft was also omitted because we both felt that the admission made by Oswald to the Postal Inspectors that he had rented the post office box was included in No. 16 and, therefore, repetitious.

We have incorporated in the enclosed draft, for your consideration only, but have not consented to Stipulation No. 41. This states that the funds used by Oswald in the purchase of the rifle and pistol were his and his wife's community funds. In the draft proposed by Mr. Garrett and submitted



Mr. Carl W. Belcher

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January 12, 1966

to us he had requested this stipulation as well as one which reads "except for whatever rights, if any, the United States may now have or hereafter acquire, the Intervenor, John J. King, is the owner of the rifle and pistol". We were adamant in our refusal to include that stipulation because I felt that we could not know whether or not Marina Oswald had sold an interest in the weapons to any other parties, or whether the sales contract between Marina Oswald and King constituted a valid passing of title. I did not want to be in the posture of construing the sales contract as between King and Marina or as to other possible claimants. We did include stipulation No. 30 in the new draft that Marina Oswald, individually and as community administratrix of the Estate of Lee Harvey Oswald, sold to King "all right, title, and interest over which she had power of sale as such administratrix in and to the rifle and pistol ...". This language of No. 30 was again a compromise and I felt that we could safely agree to this without getting into a construction of the validity of the sales contract. Mr. Garrett insists, however, that in the absence of a stipulation that the weapons were purchased with community funds, he will not agree to any stipulation at all in the case. His position is that in the absence of a stipulation that the guns were purchased with community property and if the Court concludes that forfeitability is not justified, we may, prior to the entrance of an order, interplead Marina Oswald, the Oswald children, and possibly Mrs. Marguerite Oswald, contending that the guns were actually purchased with separate property and that an adjudication must be made as to these parties rights as legatees of Lee Harvey Oswald, thereby asserting the invalidity of the sales contract by Marina Oswald as community administratrix. I told Garrett that this was ridiculous and had not ever been considered; however, he was not reassured. Additionally, and I think of more importance, is my impression that Garrett will use a stipulation that the guns were purchased with community property to argue that since Marina Oswald had a one-half interest in the weapons they would not be forfeitable as to that interest because of any action of her husband's in ordering them in a fictitious name. It seems to me that the simple answer to this contention is that this is an in rem proceedings against the weapons themselves and that King is merely in the action as a claimant-intervenor as a successor in interest to the prior owner, whether that owner was Lee Harvey Oswald and Marina Oswald, Lee Harvey Oswald alone or Marina Oswald as an individual and administratrix of her husband's estate. It would make no difference whatever whether title had originally been in the husband alone or in husband and wife jointly as community property, because the law in the case contemplates a proceeding against the objects and not against the parties claiming an interest therein. The basis for this requested stipulation on community property is the resume at page 741 to 745 of the Warren Commission Report, setting out Lee Harvey Oswald's financial

Mr. Carl W. Belcher

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January 12, 1966

status. It seems rather clear from this resume that Oswald had no money or other property by gift, devise or descent, which could be his separate property under Texas law. Likewise, it seems equally clear that he must have used money to purchase weapons from his earnings during his marriage to Marina Oswald which would normally cause that money and those weapons to be considered community property under Texas law. We are hardly in a position to contend that the weapons are separate property but I am most reluctant to draw such an ultimate conclusion from the financial resume of Oswald set out in the Commission's Report. Another object of King's insisting on this community property stipulation may be a plan to use it in a later suit for compensation under the legislation. Of course, this stipulation is limited to this action and for no other purpose, although the parties may be identical. If we lose this action and a suit for compensation under the Act later results King will probably try to impute a community property stipulation here to that action, thus asserting that we have tacitly acknowledged that Marina Oswald's sale of her one-half community interest and of Oswald's community interest as his administratrix was a valid sale. This could only harm us should we want to contend in a compensation action that the sale was not valid.

I am still concerned about agreeing to Nos. 31, 33 and 35. I gather from Garrett that in the absence of these stipulations and the one relating to community property it is doubtful that any agreement can be reached as to any facts.

Many of the new or changed proposed stipulations may appear to favor King's position. Certainly, we would prefer the stipulations drafted by us and submitted to you on December 13, 1965. However, we recognize that compromise is necessary if any facts are to be agreed upon. It seems to me that the basic determination to be made in assessing these re-drafted stipulations is whether we can safely agree to this language without jeopardizing our legal position. The alternative is a lengthy trial with problems of proof including a demand for original records, various witnesses including the gun dealers, Marina Oswald and witnesses on use of the name. In short, a highly publicized and perhaps very sticky trial. I believe that with the possible exception of the community property matter (No. 41) we can safely agree to this draft without damaging our legal position.

I will appreciate your giving careful study to this new draft of the stipulations keeping in mind the comments I have made and giving me

Mr. Carl W. Balcher

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January 12, 1966

your judgment on these as soon as possible. I will be in Washington on Tuesday, January 18th and will look forward to meeting you to discuss them at that time. I also enclose two copies of our brief in support of forfeiture in this case. If you have any suggested changes we can discuss them when I visit with you next week.

Very truly yours,

Melvin M. Diggs  
United States Attorney

B. H. Timmins, Jr., Assistant  
United States Attorney

Enclosure

U.J.H.

FMV:JJC:skw  
129-11

Typed: 12/17/65

December 17, 1965

Mr. Melvin M. Diggs  
United States Attorney  
Dallas, Texas

Attention: Mr. B. H. Timmins, Jr.  
Assistant U. S. Attorney

Re: U. S. v. One 6.5 mm.  
Mannlicher-Carcano Military  
Rifle, Model 91-38, Serial  
No. C2766, With Appurtenances,  
And One .38 Special S & W  
Victory Model Revolver, Serial  
No. V510210, With Appurtenances

Dear Mr. Diggs:

Thank you for your letter of December 13, 1965 with attached copies of the proposed stipulation of facts.

Unless you feel strongly to the contrary, we suggest you incorporate in the proposed stipulation reference to the fact that Oswald denied that he knew anyone by the name of A. J. Hidell. In this connection, the Commission report at p. 636 states as follows:

"Captain Frits asked him if he knew anyone by the name of A. J. Hidell and he denied that he did. When asked if he had ever used this name as an alias, he also made a denial. In fact, he stated that he had never used the name, didn't know anyone by this name, and never heard of the name before."

INSPECTOR GENERAL  
COMMUNICATIONS SECTION  
DEC 21 1965

We would also suggest that the stipulation include a reference to the fact that when interviewed by William Kirk Stuckey in 1963 at New Orleans Oswald insisted that he was not the president of the Fair Play for Cuba Committee but was the secretary--that "this other gentleman, Hidell, was the president." (hearings before the Commission, V. XI, p. 162)

Records ✓  
Chron  
Cella

12/17  
JJC  
12/17  
EJS 12/17/65

We also note at the top of page 6 of the proposed stipulation it is stated that Mrs. Oswald first learned of Lee Harvey Oswald's use of the name Hidell in connection with the pro-Castro activity in New Orleans, which was after May 25, 1963. You may wish to consider deleting this language since it apparently would be of no particular advantage to the Libelant and might be construed as supporting the Claimant's position. We further note that in paragraph 34 of the Stipulation reference is made to copies of the pleadings and orders entered on November 10, 1965 in the District of Columbia. If it would serve a useful purpose, you may wish to also attach the transcript of such proceedings.

The above suggestions are offered for your consideration only. However, it would appear that Oswald's admissions, as related above, would have material bearing on the issues.

If we can be of any assistance at any time, please let us know and we will be happy to comply with your wishes. We know you will keep us informed of significant developments.

Sincerely,

FRED M. VINSON, Jr.  
Assistant Attorney General  
Criminal Division

By:

CARL W. BELCHER  
Chief, General Crimes Section

PLEASE ADDRESS ALL MAIL TO  
UNITED STATES ATTORNEY  
P. O. BOX 153

United States Department of Justice

BHT:lja

UNITED STATES ATTORNEY  
NORTHERN DISTRICT OF TEXAS  
DALLAS 1, TEXAS

December 13, 1965

AIRMAIL

Mr. Carl W. Belcher, Chief  
General Crimes Section  
Criminal Division  
Department of Justice  
Washington, D.C. 20530

Attn: Joseph J. Cella

Re: One 6.5 mm. Mannlicher-Carcano Military Rifle,  
Model 91-38, Serial No. C2766, With Appurtenances,  
and One .38 Special S & W Victory Model Revolver,  
Serial No. V510210, With Appurtenances  
Dept. Ref.: FMV:CWB:pem 129-11

Dear Mr. Belcher:

I enclose two copies of an expanded proposed stipulation of facts incorporating most of the material which John J. King's attorney, Bill Garrett, wants included. You will note that the stipulation is prefaced by a statement to the effect that neither party concedes the relevancy or materiality of any particular stipulated fact. We have also included references in parentheses to the source of the information on which each stipulation is based. Most of this information is derived from the Warren Commission Report. I believe it advisable to attach to the stipulation as exhibits photographic copies of all records depicting the order and shipment and record entries relating both to the rifle and pistol. In this way we can put before the Court all these documents which will be useful in a determination of the issues raised in the libel.

I have not yet furnished Mr. Garrett a copy of the proposed stipulation. I hope to have a conference with him prior to Christmas at which time we will probably finally agree on the stipulations to be filed in this case. Prior to this conference I will appreciate your studying the stipulations and giving me your views on them. If there is any material which we have included in the stipulation that you feel it best to omit please let me know within the next week or ten days. I am sure that Bill Garrett will request some changes and possibly additions but we can consider that at the time of our conference.

Mr. Carl W. Belcher

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December 13, 1965

We are working this week putting the brief in final form for submission to the Court at the pre-trial on January 3rd, 1966. We are incorporating in the brief argument on the falsity of the use of the name A. J. Hidell by Oswald and abandonment by Marina as reflected by Stipulation No. 40.

Very truly yours,

Malvin M. Diggs  
United States Attorney

B. H. Timmins, Jr., Assistant  
United States Attorney

Enclosures

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE NORTHERN DISTRICT OF TEXAS

DALLAS DIVISION

UNITED STATES OF AMERICA,

Libelant,

v.

ONE 6.5 mm. MANNLICHER-CARCANO  
MILITARY RIFLE, MODEL 91-38,  
SERIAL NO. C2766, WITH APPURTENANCES,  
AND ONE .38 SPECIAL S&W VICTORY MODEL  
REVOLVER, SERIAL NO. V510210, WITH  
APPURTENANCES,

Respondents.

CIVIL NO. 3-1171

STIPULATION OF FACTS

It is stipulated and agreed for the purpose of the above-shown action and for no other purpose, even though the parties thereto may be identical, that the hereinafter outlined facts may be taken as true. Neither party agrees that any particular fact hereinafter stipulated is relevant or material to the issue.

1. The rifle and revolver described in the Libel of Information are herein respectively called the "Rifle" and the "Pistol."

2. That on November 22, 1963, Eugene Boone, Deputy Sheriff, Dallas County, Texas, and Seymour Weitzman, Deputy Constable, Dallas County, Texas, discovered the rifle with telescopic sight on the sixth floor of the Texas Book Depository Building, Dallas, Texas. (President's Commission Report, page 79)

3. That on November 22, 1963, Lt. J. C. Day, Dallas Police Department, removed the rifle and telescopic sight from the sixth floor of the Texas Book Depository Building, Dallas, Texas, and took each rifle to the Dallas Police Department office as property seized as evidence in a criminal case. (PCR, p. 79)

4. That the right palm print of Lee Harvey Oswald was found on the under-side of the barrel of the rifle by Lt. J. C. Day, Dallas Police Department. (PCR, pp. 122-123).

5. That on November 22, 1963, in Dallas, Texas, Dallas police officers seized the respondent pistol from Lee Harvey Oswald. (PCR, pp. 178-179)

6. That the respondent rifle and respondent pistol were transferred between various places and persons as follows:



(a) November 22, 1963, the rifle was received by an F.B.I. agent from Dallas Police Department.

(b) November 23, 1963, the rifle was taken to F.B.I. laboratory, Washington, D. C., by an F.B.I. Special Agent.

(c) November 24, 1963, the rifle was returned to F.B.I. vault in Dallas, Texas, and later on that date was turned over to Dallas Police Chief Jesse E. Curry.

(d) November 26, 1963, Dallas Police Department returned rifle to F.B.I. Special Agent for return to F.B.I. vault.

(e) November 27, 1963, rifle taken to F.B.I. laboratory, Washington, D. C., by Special Agent, F.B.I.

(f) February 5, 1964, rifle delivered to President's Commission on the Assassination of President John F. Kennedy.

(g) February 6, 1964, rifle returned to F.B.I. laboratory.

(h) February 17, 1964, rifle delivered to President's Commission.

(i) February 17, 1964, rifle returned to F.B.I. laboratory.

(j) March 11, 1964, rifle delivered to President's Commission.

(k) March 11, 1964, rifle returned to F.B.I. laboratory.

(l) March 17, 1964, rifle delivered to President's Commission.

(m) March 30, 1964, rifle returned to F.B.I. laboratory.

(n) March 31, 1964, rifle delivered to President's Commission.

(o) May 8, 1964, rifle returned to F.B.I. laboratory.

(p) July 2, 1964, rifle delivered to President's Commission.

(q) July 2, 1964, rifle returned to F.B.I. laboratory.

(r) August 13, 1965, rifle shipped from F.B.I. laboratory, Washington, D. C., to F.B.I. office, Dallas, Texas, arriving in Dallas, Texas, on August 16, 1965.

(s) At sometime during the period March 17, 1964 to March 30, 1964, rifle was tested by the Weapons Evaluation Branch, Department of the Army, Aberdeen Proving Ground, Maryland. Also, at sometime during the period rifle was in Washington, D. C., it was tested at Edgewood Arsenal, Maryland.

(aa) November 22, 1963, in Dallas, Texas, officers of Dallas Police Department seized the pistol, and on this same date turned the pistol over to a Special Agent of the F.B.I.

(bb) November 23, 1963, the pistol was taken to F.B.I. laboratory, Washington, D. C., by a F.B.I. agent.

(cc) November 24, 1963, pistol returned to F.B.I. vault in Dallas, Texas, and later on this date was turned over to Dallas Police Chief Jesse E. Curry.

(dd) November 26, 1963, pistol returned to F.B.I. special agent by Dallas Police Department.

(ee) November 27, 1963, pistol taken to F.B.I. laboratory, Washington, D. C., by F.B.I. special agent.

(ff) February 5, 1964, pistol delivered to President's Commission on the Assassination of President John F. Kennedy.

(gg) February 6, 1964, pistol returned to F.B.I. laboratory.

(hh) March 25, 1964, pistol delivered to President's Commission.

(ii) March 30, 1964, pistol returned to F.B.I. laboratory.

(jj) April 1, 1964, pistol delivered to President's Commission.

(kk) May 1, 1964, pistol returned to F.B.I. laboratory.

(ll) August 13, 1965, pistol shipped from F.B.I. laboratory, Washington, D. C., to F.B.I. office in Dallas, Texas, arriving in Dallas on August 16, 1965.

7. On November 29, 1963, by Executive Order No. 11130, President Lyndon B. Johnson created the Commission to investigate the assassination on November 22, 1963, of John Fitzgerald Kennedy, the 35th President of the United States. (PCR Foreword)

8. At the conclusion of its investigation and upon submission of its report, the President's Commission no longer needed the rifle or pistol; however, the Commission recommended that various items of evidence, including the rifle and the pistol, be retained by the Government. (Page 2, Senate Report #851, H.R. 9545).

9. That the rifle was shipped to one A. Hidell, P. O. Box 2915, Dallas, Texas, on March 20, 1963, by Klein's Sporting Goods Company, Inc., 4540 West Madison Street, Chicago 24, Illinois. (PCR, pp. 118-119).

10. That the order for the rifle was on a coupon clipped from the American Rifleman Magazine; that this order coupon was signed, in handprinting, A. Hidell, P. O. Box 2915, Dallas, Texas; and that this printing on the face of the mail order coupon was in the handprinting of Lee Harvey Oswald. (PCR, p. 119).

11. Attached hereto as Exhibits \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ are true and correct photographic reproductions accurately depicting information contained

on the originals of documents reflecting the order, invoice for shipment, and payment for the rifle.

12. That at sometime during the period January 27, 1963 and March 13, 1963, Seaport Traders, Inc., a division of George Rose and Company, Inc., Los Angeles, California, received an order for the pistol, which order was signed A. J. Hidell, and the address was shown as Post Office Box 2915, Dallas, Texas. (PCR, p. 174).

13. That on March 13, 1963, an invoice was prepared by Seaport Traders, Inc., Los Angeles, California, covering the sale of the pistol to A. J. Hidell, Post Office Box 2915, Dallas, Texas, and this revolver was shipped to the name and address shown on the invoice on March 20, 1963. (PCR, pp. 174 and 173).

14. Attached hereto as Exhibits \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, are true and correct photographic reproductions accurately depicting information contained on the originals of documents reflecting the order, invoice for shipment, and shipment for the pistol.

15. That Post Office Box 2915, Dallas, Texas, was rented in the name of Lee H. Oswald from October 9, 1962 to May 14, 1963. (PCR, p. 119).

16. That Post Office Box 2915, Dallas, Texas, was rented by Lee Harvey Oswald from October 9, 1962 to May 14, 1963. (PCR, pp. 119-120).

17. That on November 24, 1963, Lee Harvey Oswald admitted to Postal Inspector Harry Holmes of Dallas, Texas, that he had rented Post Office Box 2915, Dallas, Texas. (PCR, p. 181).

18. Attached hereto as Exhibit \_\_\_\_\_ is a true and correct photographic reproduction accurately depicting information contained on the original document reflecting renting of Post Office Box 2915, Dallas, Texas, by Lee H. Oswald.

19. That the mail order for the rifle was made by Lee Harvey Oswald using the name A. Hidell. (PCR, p. 569).

20. That the mail order for the pistol was made by Lee Harvey Oswald using the name of A. J. Hidell. (PCR, p. 570).

21. The individual who mailed the purchase orders, referred to in stipulations 10 and 11 above, was given the name Lee Harvey Oswald at birth. (PCR, p. 377). In the purchase of the rifle in March 1963, Lee Harvey Oswald used the name "A. Hidell," and in the purchase of the pistol Lee Harvey Oswald used the name "A. J. Hidell." (PCR, pp. 119-121). The post office box to which the rifle and pistol were sent was rented in the name of Lee H. Oswald. (PCR, p. 119).

At the time of his arrest on November 22, 1963, Lee Harvey Oswald carried on his person a forged Selective Service Notice of Classification in the name of "Alek James Hidell" and a forged United States Marine Corps Certificate of Service in the name of "Alek James Hidell." (PCR, pp. 571-574). He also had on his person a Selective Service Notice of Classification, a Selective Service Registration Certificate, and a United States Marine Corps Certificate of Service, all in the name of Lee Harvey Oswald. (PCR, pp. 571-574). Lee Harvey Oswald rented a room at 1026 N. Beckley Avenue, Dallas, Texas, in the name of "O. H. Lee" where he lived on November 22, 1963, and his landlady at this address did not know him as Lee Harvey Oswald. (PCR, pp. 182, 419). Among Lee Harvey Oswald's effects at 1026 N. Beckley Avenue, Dallas, Texas, there was found a vaccination certificate dated June 8, 1963, showing vaccination of Lee Harvey Oswald by "Dr. A. J. Hidell," P. O. Box 30016, New Orleans, Louisiana. The signature of Dr. A. J. Hidell was in the handwriting of Lee Harvey Oswald. There was no P. O. Box 30016 in New Orleans; however, Lee Harvey Oswald rented box 30061 in New Orleans on June 3, 1963, and "A. J. Hidell" was shown as an additional person entitled to receive mail there. (PCR, pp. 121-122).

In May 1963, Lee Harvey Oswald, while in New Orleans, joined a New York organization called Fair Play for Cuba Committee. (PCR, p. 290). He caused to be printed handbills headed "Hands Off Cuba" and had membership cards for a local New Orleans FPCC Chapter. (PCR, p. 291). Lee Harvey Oswald's membership card for the New Orleans Chapter of FPCC showed member name as Lee Harvey Oswald and also showed "A. J. Hidell" as chapter president. (PCR p. 292). Mrs. Marina Oswald helped Lee Harvey Oswald by writing the name "Hidell" on the membership cards at the insistence of Lee Harvey Oswald. (PCR, p. 292). Some of the "Hands Off Cuba" handbills showed the name and address of "L. H. Oswald, 4907 Magazine Street, New Orleans, Louisiana"; whereas others showed "A. J. Hidell, P. O. Box 30016, New Orleans, Louisiana." (PCR, p. 409). Lee Harvey Oswald was the only member of the FPCC Chapter which he attempted to organize in New Orleans. (PCR, p. 407). He was arrested by New Orleans Police on August 9, 1963, for disturbing the peace because of a street fight in connection with the distribution of the "Hands Off Cuba" handbills. He was arrested as Lee Harvey Oswald. (PCR, p. 436).

*Handwritten notes:*  
Alek  
Wife  
not married  
wh to in  
Oswald

Mrs. Marina Oswald first heard of Lee Harvey Oswald's use of the name Hidell in connection with the pro-Castro activity in New Orleans, which was after May 29, 1963. (PCR, pp. 122, 290). The name "Alek," however, was a nickname used by Lee Harvey Oswald in Russia, and he signed "Alek" to some letters written to Marina Oswald. (PCR, p. 122).

Lee Harvey Oswald was known by the Oswald name while living at 214 Neely Street, Dallas, Texas, in March 1963. (PCR, p. 435). Lee Harvey Oswald and Marina Oswald were known by the name Oswald by the Paine family in Irving, Texas, where the family lived in October and November 1963. (PCR, p. 438).

22. That during the calendar year 1963 Klein's Sporting Goods, Inc., 4540 West Madison Street, Chicago 24, Illinois, was a licensed dealer in firearms and held license No. 36-2601 issued pursuant to Section 903, Title 15, United States Code, a part of the Federal Firearms Act.

23. That pursuant to Section 903(d), Title 15, United States Code, and Sections 177.51-53, Title 26, Code of Federal Regulations, Klein's Sporting Goods, Inc., Chicago, Illinois, was required to maintain complete, accurate, and adequate records showing, among other things, the disposition of all firearms disposed of in the course of its business. The record of disposition of each firearm was required to show the name and address of the person to whom sold.

24. That Klein's Sporting Goods, Inc., Chicago, Illinois, kept records required by Section 903(d) of Title 15, United States Code, but as to the respondent rifle these records showed such firearm as shipped to A. Hidell, P. O. Box 2915, Dallas, Texas.

25. Attached hereto as Exhibits \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ are true and correct copies of records of the sale of the rifle made by Klein's Sporting Goods, Inc.

26. That during the calendar year 1963, Seaport Traders, Inc., 1221 South Grand Avenue, Los Angeles, California, was a licensed dealer in firearms and held license No. 95-1437 issued pursuant to Section 903, Title 15, United States Code, a part of the Federal Firearms Act.

27. That pursuant to Section 903(d), Title 15, United States Code, and Sections 177.51-53, Title 26, Code of Federal Regulations, Seaport Traders, Inc., Los Angeles, California, was required to maintain complete, accurate, and adequate records, showing, among other things, the disposition of all firearms disposed of in the course of its business. The record of disposition of each

firearm was required to show the name and address of the person to whom sold.

28. That Seaport Traders, Inc., Los Angeles, California, kept records required by Section 903(d) of Title 15, United States Code, but as to the respondent pistol these records showed such firearm as shipped to A. J. Hidell, P. O. Box 2915, Dallas, Texas.

29. Attached hereto as Exhibits \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ are true and correct copies of records of the sale of the pistol made by Seaport Traders, Inc., a mail order division of George Rose and Company.

30. The rifle and the pistol shown above as shipped to Hidell were actually received by Lee Harvey Oswald. (PCR, pp. 128, 171).

31. The rifle was used by Lee Harvey Oswald in the assassination of President Kennedy and the pistol was used by Lee Harvey Oswald in killing a Dallas Police Officer. (PCR, pp. 19, 20, 129, 176).

32. That on March 25, 1965, Marina N. Oswald, individually and as community administratrix of the Estate of Lee Harvey Oswald, sold to John J. King all right, title, and interest which she had in and to the rifle and pistol. A true and correct copy of the Bill of Sale and Contract covering this transaction are attached hereto and marked Exhibit \_\_\_\_\_.

33. At the time of the purchase by John J. King, referred to in stipulation No. 32 above, John J. King knew that the rifle and pistol were in the possession of agents of the United States, and John J. King recognized the possibility of claims adverse to the title and interest of Marina Oswald and the Estate of Lee Harvey Oswald. The sales contract provided alternative procedures in event John J. King is not able to obtain possession of the firearms free of conflicting claims.

34. On May 24, 1965, John J. King filed an action for the recovery of the rifle and pistol in the United States District Court for the District of Colorado. True copies of the pleadings and orders entered to November 10, 1965, in that action are annexed as Exhibit \_\_\_\_\_.

35. On or about June 17, 1965, the Attorney General of the United States submitted to the Vice President and the Speaker of the House of Representatives a proposed bill to authorize him to condemn the rifle and the pistol and other items of evidence introduced before the President's Commission.

36. Attached hereto as Exhibits \_\_\_\_\_ and \_\_\_\_\_ are true and correct reproductions accurately depicting the original letters from the Attorney General of the United States transmitting to the Vice President and to the Speaker of the House of Representatives, the proposed bill referred to in stipulation No. 35.

37. The President's Commission, on delivering the firearms to the Department of Justice at the conclusion of its inquiry, recommended that such firearms, and the other exhibits, be preserved for historical purposes. Chief Justice Earl Warren, in a letter dated April 20, 1965, sent to J. Lee Rankin, General Counsel for the President's Commission on the Assassination of President John F. Kennedy, expressed hope that the rifle and the pistol would not be relinquished by the Government. He also expressed the opinion that, if released, these firearms would become a part of some collection used commercially to exploit the assassination of the President. A true and correct copy of the letter of April 20, 1965, is attached hereto and marked Exhibit \_\_\_\_\_.

38. That at the time of the sale and delivery of the rifle and of the pistol by the licensed firearms dealers, such dealers had no knowledge that the actual purchaser was Lee Harvey Oswald and the only name which such dealers had for the purchaser was that given in the order forms.

39. That since seizure of the rifle and of the pistol on November 22, 1963, such firearms have continuously remained in custody of the President's Commission or of units of the Federal Government or of the City of Dallas, Texas. These firearms at no time have been released to anyone for non-governmental use.

40. That on August 14, 1964, Mrs. Marina Oswald sent a letter to Mr. J. Lee Rankin in which she requested return to her of all her personal belongings and those of her husband, Lee Harvey Oswald. She indicated that by personal belongings she meant photographs, documents, diary, clothes, etc., and she expressed the wish that the rifle become the property of the United States Government. A true and accurate English translation of this Russian language letter is attached hereto and marked Exhibit \_\_\_\_\_.

Dated at Dallas, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_\_.

MELVIN M. DIGGS  
United States Attorney

By: \_\_\_\_\_  
B. H. Timmins, Jr.  
Assistant United States Attorney

\_\_\_\_\_  
William C. Garrett  
Attorney for Claimant

Form No. CM-1a  
(Rev. 11-20-63)

DEPARTMENT OF JUSTICE  
ROUTING SLIP

TO:	NAME	DIVISION	BUILDING
1	<i>W. J. Becker</i>		
2	<i>files</i>		
3			
4			

- SIGNATURE
- APPROVAL
- SEE ME
- RECOMMENDATION
- ANSWER OR ACKNOWLEDGE ON OR BEFORE \_\_\_\_\_
- PREPARE REPLY FOR THE SIGNATURE OF \_\_\_\_\_
- COMMENT
- NECESSARY ACTION
- NOTE AND RETURN
- CALL ME
- PER CONVERSATION AS REQUESTED
- NOTE AND FILE
- YOUR INFORMATION

REMARKS

*11/30/65 was a routing slip from Harold K... to Dist. FBI stating: such action, if any, as you deem appropriate.*

*12/7/65*

FROM:	NAME	DIVISION	BUILDING	ROOM	EXT.	GATE
	<i>Deane</i>					
	ASSISTANT ATTORNEY GENERAL					
	Criminal Division					



Typed, 12/22/65

G.A.R.

FBI/Atlanta

129-11

Federal Bureau of Investigation

REC'D  
G  
BPRD

December 27, 1965

Mr. Fred W. Vinson, Jr.  
Assistant Attorney General  
Criminal Division

Anonymous threat to the Attorney General and members of the  
Victory Commission from Detroit, Michigan

There is transmitted herewith an undated, unaddressed  
letter intended for the Attorney General concerning alleged  
murders and the assassination of the late President Kennedy.  
The letter contains a threat to the Attorney General and the  
members of the Victory Commission.

*mlf*  
*12/27*

*105*  
*105*  
*105*

Enclosure  
Records  
Carroll  
Johnson  
Mr. Vinson

*Handwritten note to 5714*

Special Agent Nicholas Katzenbach  
U.S. Department Of Justice  
Dear Sir;

A Banker-Republican conspiracy under the leadership of J. Edgar Hoover and Richard M. Nixon at the request of Dictator [redacted] is behind the death of President J.F. Kennedy. Lee Oswald is innocent. It was [redacted] who shot J.F. Kennedy and John B. Connally. His brother [redacted] shot J.D. Tippit.

The [redacted] are members of a gang of ten murderers belonging to the same family by marriage and birth. They work for Richard M. Nixon. [redacted] is the leader of the gang. His [redacted]

[redacted] other members of the gang. [redacted] paid 500 dollars for the murder of [redacted] [redacted] have buried her near Oroville, California.

[redacted] for another 500 dollars in Sacramento, California. There have been many murders by this gang too numerous to mention for which [redacted] paid in money.

We are giving you thirty days to do something about this. If you do nothing we will bury you with the members of the Warren Commission.

A.F.L.-C.I.O.

RECEIVED  
DEC 21 1965  
CRIMINAL DIVISION

129-11

129-11	
DEPARTMENT OF JUSTICE	
31	DEC 21 1965
SERV. GEN. CRIME S.	