



UNITED STATES DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION

New York, New York

July 16, 1964

In Reply, Please Refer to
File No.

Lee Harvey Oswald

On July 14, 1964, Special Agents of the New York Office of the Federal Bureau of Investigation (FBI) contacted the New York City Office of "Life" magazine in an effort to interview Mr. Tennyson Schad, a representative of "Life" magazine, concerning Schad's contact with Mr. William A. McKenzie, attorney for Marina Oswald, in Dallas, Texas. McKenzie had previously advised Special Agents of the Dallas Office of the FBI that on July 1, 1964, he had sold the publication right of the Oswald diary to "Life" magazine through negotiation with Schad. Upon inquiry at "Life" magazine it was determined that Schad is associated with the Legal Department at "Life" magazine.

On July 14, 1964, E. Gabriel Perle, Assistant to General Counsel for "Life" magazine, advised that Tennyson Schad is presently on vacation and not expected to return until August 10, 1964. Perle was informed of the nature of the FBI visit and Perle stated that he would consult with "Life" magazine Editorial Staff regarding the information desired concerning the Oswald Diary and added that he would contact the FBI when the information is available.

On July 16, 1964, John F. Dowd, General Counsel for "Life" magazine, was interviewed at "Life" magazine office and, in the presence of Mr. Perle, advised that on June 27, 1964, "Life" magazine correspondent in Dallas, Texas, Holland McCombs, negotiated a contract on behalf of "Life" magazine with one Paula Eby Aynesworth at Dallas, Texas, whereby "Life" magazine obtained a photostat copy of the Oswald Diary from Paula Eby Aynesworth for the purchase price of \$2,500. Dowd stated that the contract required payment of the \$2,500 to be made in cash or via Western Union by June 30, 1964, and was to be forwarded to 729 North Buckner Boulevard, Dallas 18, Texas.

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Dowd stated that he does not know if the above address is Paula Eby Aynesworth's and in fact does not know the identity of any individual or individuals at that address, but advised that payment was made by "Life" magazine as stipulated in the contract although he does not recall whether payment was made in cash personally by "Life" correspondent McCombs or via Western Union. Dowd was unable to furnish any previous dates of contact, if any, between McCombs and Paula Eby Aynesworth. Dowd commented that the contract included a statement to the effect that Paula Eby Aynesworth did not claim copyright ownership to the Oswald Diary.

Dowd stated that although "Life" magazine was in possession of a photostat of the diary he, as General Counsel for "Life" magazine, realized that any publication of the diary without prior consent of Marina Oswald, would place "Life" magazine in a vulnerable position for a law suit based on infringement of copyright ownership. He, therefore, directed an assistant, attorney Tennyson Schad, to proceed to Dallas, Texas, on June 30, 1964 and on July 1, 1964, Schad conferred with William McKenzie, attorney for Marina Oswald, for the sole purpose of purchasing the copyright to publish the Oswald Diary. Dowd stated that as a result of the negotiation between McKenzie and Schad, "Life" magazine paid \$20,000 for the copyright to publish the Oswald Diary.