

Texts of Documents Filed by Lawyers

SATURDAY, DECEMBER 17, 1966.

for Mrs. Kennedy in Move to Block Book

Following are the texts of five documents filed in the Supreme Court yesterday by attorneys for Mrs. John F. Kennedy in her litigation to block the publication of a manuscript by William Manchester dealing with President Kennedy's death. They consist of an affidavit by Mrs. Kennedy; an affidavit by Senator Robert F. Kennedy; Mrs. Kennedy's verified complaint in the case; a letter from Mr. Manchester to Mr. Kennedy, and a memorandum of understanding between Mr. Manchester and Mr. Kennedy.

Affidavit by Mrs. Kennedy

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

JACQUELINE B. KENNEDY, Plaintiff,

vs.

HARPER & ROW, PUBLISHERS, INC., COWLES COMMUNICATIONS and WILLIAM MANCHESTER, Defendants.

AFFIDAVIT IN SUPPORT OF MOTION

STATE OF NEW YORK COUNTY OF NEW YORK

JACQUELINE B. KENNEDY, being duly sworn, deposes and says:

1. I am the plaintiff in this action and submit this affidavit in support of a motion for an injunction *pendente lite*. (Copies of the summons and complaint are annexed to these papers. Defendants Harper and Cowles have been served with the summons.)

2. This relief is required to prevent the imminent and willful destruction of my rights under agreements entered into between my brother-in-law, Robert F. Kennedy, and the defendant William Manchester (hereinafter "Manchester") under which, in return for invaluable help furnished by me to defendant Manchester in his preparation of a manuscript concerning the death of President John F. Kennedy, defendant Manchester agreed not to publish that manuscript until he had obtained my express consent and approval as to the mode, time and text of any publication.

3. In spite of that express agreement, which was known to defendant Cowles Commu-

nications, Inc. (hereinafter "COWLES"), the publisher of LOOK Magazine, and defendant Harper & Row, Publishers, Inc. (hereinafter "Harper"), a large publisher and distributor of books, each of these defendants has entered into agreements with defendant Manchester and intend to take actions thereunder in violation of my express rights.

4. The Manchester-Harper arrangement contemplates publication of the manuscript in book form in March or April of next year. The Manchester-Cowles agreement calls for publication of portions of defendant Manchester's manuscript in serial form in LOOK Magazine starting in January, 1967. Both Harper and Cowles refuse to recognize my rights under the agreement between Manchester and Robert F. Kennedy (even though they were at all times well aware of them) and intend to publish without my consent or approval.

5. I have not given my consent or approval to any publication of Manchester's manuscript.

6. In addition, my common-law copyrights in certain materials are in imminent danger of infringement and my name has been conspicuously used in advertisements promoting the sale of LOOK Magazine without my permission.

The Background Facts and the Agreement With Manchester

7. The principal facts under-

lying this dispute are not complex and are set forth at length in the verified complaint, which together with the summons, is annexed to these papers. They are as follows:

8. After the death of President Kennedy, our family became concerned about the space of sensational and highly commercialized writings which we

never would appear concerning that event.

9. In an attempt to make available to the public at least one work of accuracy and good taste which would be presented in a dignified manner, the family decided to assist defendant Manchester, a recognized author, in the preparation of an account of the circumstances and events surrounding the death of President Kennedy. On behalf of the Kennedy family, and after discussions with defendant Manchester, Robert F. Kennedy entered into certain understandings with him which are described at length in the verified complaint.

10. The central theme and purpose of the understandings was to assure the accuracy, good taste and dignity of the text Manchester was to prepare and its presentation to the public without sensationalism and excessive commercialism.

11. To make certain that the objectives would be achieved, the written portion of the understanding (Complaint, Exhibit "A"), which was signed by Robert F. Kennedy and by defendant Manchester (hereinafter "the Agreement"), specifically reserved to me (and to Robert F. Kennedy, as well) the right to approve not only the text of Manchester's proposed manuscript prior to its publication but the mode and time of publication as well. In short, no publication was to occur until after I had expressed my approval on all aspects. Indeed, the disposal by Manchester of any rights of publication was itself subject to my approval.

12. Manchester's full assent to these principles is well illustrated by a letter dated March 9, 1964 (a copy of which is annexed hereto as Exhibit "1") which he sent to Robert F. Kennedy prior to his signing the written Agreement and by his concurrence in a public statement released when the Agreement was signed (Complaint, Exhibit "B"). Both of these documents clearly set forth the

terms and the purposes of the project.

13. Thereafter, and in accordance with our arrangements with Manchester, he was afforded personal interviews with many of the principal figures, including lengthy sessions with me and with Robert F. Kennedy. I would not have spoken to him had I not had the protection of the Agreement.

14. Manchester was also introduced by me and Robert F. Kennedy to various government officials, and granted access to many documents. Without my intervention and that of other members and friends of the late President's family, Manchester would not have been able to gather so much pertinent and personal information. The very fact that the family of President Kennedy was cooperating with Manchester was, of course, of immeasurable help to him in his amassing the facts. We gave him this help because we were protected by the Agreement from improper use of the material he received.

15. Manchester has apparently completed his manuscript which, I am told, is approximately 300,000 words in length.

The Destruction of My Contract Rights

16. In spite of the fact that each of the defendants always was fully aware of my rights under the Agreement entered into between Robert F. Kennedy and Manchester, they have acted in willful disregard of

those rights. I can point to at least three separate acts of the defendants which clearly transgress my rights under that contract.

The Proposed Harper Publication

17. In or about April 1964, Manchester entered into an agreement with defendant Harper in which the defendant Harper agreed to act as Manchester's publisher in the United States. Defendant Harper was at the time fully aware of the terms of the Agreement entered into between Robert F. Kennedy and Manchester. Since then, and especially in the last few months, Harper has been repeatedly advised of my rights by Robert F. Kennedy, by me, and by my attorneys. Harper knows that I have not given my approval to any publication of Manchester's manuscript.

18. Until very recently, Harper took the position that it would not publish the manuscript until I had given my approval, both as to the mode and time of publication and the text of the manuscript. Very recently, however, Harper has changed its position and has indicated

that it intends to go ahead with publication in March or April of 1967. After that change of position, my attorney, Simon H. Rifkind, advised Harper that I had not consented to the publication, had not approved any version of the manuscript, and had not approved or designated any publication date for any version of the work. Annexed hereto as Exhibit "2" is a copy of a letter dated December 9, 1966 from Judge Rifkind to Harper so advising Harper.

19. Yet, I am informed and believe that Harper intends to flout the Agreement and to commence publication in March or April of next year, in complete and utter disregard of my rights.

20. This action by Harper is particularly distressing to me because defendant Harper was designated as the publisher at my request and had been the publisher of several books authored by President Kennedy, including "Profiles In Courage."

The Proposed Cowles Publication

21. Defendant Manchester has entered into a contract with defendant Cowles (Complaint, Exh. "C") in which he sold serial rights in the manuscript to Cowles. Their advertisements (Complaint, Exhs. "D" to "H") indicate that Cowles intends to serialize portions of the manuscript in issues of LOOK Magazine commencing in January 1967.



Associated Press

The New York Times

OPPOSE 'SENSATIONALISM': Senator Robert F. Kennedy and Mrs. John F. Kennedy will be balked in efforts to fight sensationalism and commercialism in accounts of the death of President Kennedy if book by William Manchester is published, according to Mrs. Kennedy's plea.

22. The proposed Cowles publication will consist of a truncated version of the full manuscript — 80,000 words of the 300,000 words in the manuscript. Cowles may also add to the manuscript with Manchester's permission. Moreover, the contract permits Cowles to sell extracts of the manuscript, not in excess of 80,000 words, to others. I am advised that Cowles has already done so.

23. Pursuant to the agreement with Cowles, Manchester is to receive \$665,000.

24. Cowles admittedly knew of Manchester's contractual commitments to me when it entered into its agreement with him. Cowles has repeatedly been told of my rights under the contract by me personally, by my brother-in-law, Robert F. Kennedy, and by my attorneys.

25. Cowles has also been notified that I have not approved or consented to the proposed serialization. Thus, on August 29, 1966, my attorney, Simon H. Rifkind, wrote to the Executive Vice President of Cowles a letter stating in part that any proposed publication in any form required my approval and that such approval had not been given. Annexed hereto as Exhibit "3" is a copy of the letter. The same position is asserted in Judge Rifkind's letter of December 9, 1966, a copy of which is annexed as Exhibit

26. Notwithstanding the foregoing, Cowles has announced its intention to publish excerpts from the manuscript commencing in January 1967.

The Proposed British Publication

27. In addition, I am advised that Manchester has recently granted to Michael Joseph, Ltd. of London, England, the right to publish the manuscript in book form in England. I have never given my consent or approval to this publication.

28. Clearly, none of the defendants has the right to publish without my consent, and any grant of such a right from defendant Manchester is ineffective. Defendant Manchester cannot convey to others what he does not have — my approval of the text, time and mode of publication.

29. The acts of the defendants and the proposed publications not only are a willful breach of the Agreement and understanding with defendant Manchester, but will destroy its very core.

Absence of Any Approval by Me

30. I have never seen Manchester's manuscript. I have not approved it, nor have I authorized anyone else to approve it for me. I have no knowledge of how much, if at all, the proposed LOOK serialization varies from the manuscript as originally written by defendant Manchester or what portions of the manuscript are to be printed.

31. I cannot be said to have approved what I have never seen, and yet, because it is widely known that I personally (and the Kennedy family) extended so much help to defendant Manchester, it will be only natural for the public to believe that the manuscript is published with my approval. Indeed, the advertising material (Complaint, Exhs. "D" to "H") lends support to that notion. For this very reason, I have insisted and continue to insist upon my right to approve the manuscript.

32. Moreover, the advertising material (Complaint, Exhs. "D" to "G") circulated by defendant Cowles has generally included or consisted of extensive quotations from the introduction to the book. This, in and of itself, is an act forbidden by the Agreement, for I certainly gave no approval for the publication at this time and in this form of an important portion of the manuscript.

The Use of My Name for Advertising Purposes and the Infringement of My Copyrights

33. As is more fully described in the complaint, the defendants, in addition to destroying my contractual rights, are also engaged in violations of my rights under Sections 50 and 51 of the New York State Civil Rights Act and in violations of my common-law copyright rights.

34. The defendant Cowles has repeatedly used my name, without permission, in advertisements in an attempt to sell subscriptions to its magazine. (See Complaint, Exhs. "D" to "H").

35. In addition, Manchester has obtained copies of certain letters that my daughter, Caroline, and I had written to President Kennedy. I also permitted him to record lengthy interviews with me. I believe he now has all the letters and

the tapes in his possession. I am informed and believe that the manuscript contains long quotations from the letters and from the spoken material which I dictated onto the tapes.

36. I am advised by counsel that I am the owner of the copyright in all of this material and that Manchester's purported use of it in the manuscript is in violation of that copyright.

37. Finally, the position taken by defendants Cowles and Harper is that they have the right to publish because of the agreements they made with defendant Manchester. But, at the time they made those agreements, they knew of my rights under the basic Agreement between Manchester and Robert F. Kennedy and the basic understanding among all three of us as to the nature of the project.

38. Defendants Cowles and Harper, by making the contracts which they did with Manchester have, I am advised by counsel, induced Manchester to breach his Agreement with Robert F. Kennedy. By taking the position which they now take, defendants Cowles and Harper seek to compel Manchester to breach his Agreement with Robert F. Kennedy by insisting that under those contracts the defendants Harper and Cowles have the right to go ahead and publish without my consent and approval of the mode and time of publication and the text thereof and without such approval from Robert F. Kennedy.

Conclusion

39. Under the Agreement between Robert F. Kennedy and defendant Manchester, defendants are not permitted to publish without my approval of the text, time and mode of publication. The defendants' publication rights to defendant Cowles

[and Cowles, Rediposal or inen to others], to defendant Harper, to Michael Joseph and to others necessarily is subject to my approval. All of the defendants certainly were aware of the terms of the Agreement which so provide. Publication of the unapproved manuscript in any form, at an unapproved time, not only is a breach of the Agreement which Manchester entered into with Robert F. Kennedy and a violation of my rights, but will cause me great and irreparable injury. It will result in precisely the sensationalism and commercialism which we — Robert F. Kennedy and I — sought so strenuously to avoid. The threatened publication is in total disregard of my rights and, if it goes forward, will utterly destroy them.

40. I respectfully request that this Court issue a preliminary injunction as prayed for in the order to show cause pending the hearing and determination of this action to prevent the utter subversion of my contractual rights and the further improper activities of the defendants. The relative harm which might occur to defendants if I am proven to be wrong is minor, for there will be only a short delay, if any, in publication. The injury to me, if the injunction is denied, will be irreparable because my contractual rights will have been completely and irretrievably destroyed. I ask only that this Court preserve the status quo, and I have no objections to an immediate trial.

41. No prior application has been made for the relief requested herein.

JACQUELINE B. KENNEDY.

Affidavit by

Robert F. Kennedy

Central New York County Clerk of the State of New York

JACQUELINE B. KENNEDY, Plaintiff,

vs.

HARPER & ROW, PUBLISHERS, INC., COWLES COMMUNICATIONS, INC., and WILLIAM MANCHESTER, Defendants.

STATE OF NEW YORK
COUNTY OF NEW YORK

Robert F. Kennedy, being duly sworn, deposes and says:

1. On or about March 26, 1964 I executed the agreement dated March 26, 1964 with the defendant William Manchester (hereinafter "Manchester") which underlies the present action. I am fully familiar with all of the facts and circumstances relating to the making of that agreement and with the events which have precipitated

the present action.

2. I make this affidavit in support of a motion by plaintiff, Jacqueline B. Kennedy, for an injunction *pendente lite* enjoining defendant Harper & Row, Publishers, Inc. (hereinafter "Harper"), defendant Cowles Communications, Inc. (hereinafter "Cowles") and a defendant Manchester from violating plaintiff's rights derived from the agreement in question.

3. I have read the affidavit of Mrs. Kennedy, sworn to December 16, 1966, and I am in accord with, and adopt as my own, the statements made therein.

4. My primary purpose in making this affidavit is to answer certain contentions which the defendants have stated (in the press and elsewhere) they will assert in opposition to plaintiff's motion.

5. Thus, defendants have as-

serted that I have consented, on my own behalf, and on plaintiff's behalf, to the publication of the Manchester manuscript (hereinafter the "Manuscript") by Harper and to its serialization by Cowles. I categorically state that at no time did I ever give my approval or consent to the text of the Manuscript, to its publication thereof, or to any time of publication; nor did I ever say or do anything from which the defendants could reasonably have believed that I did. To my knowledge, neither did plaintiff.

6. Defendants apparently rely upon a telegram dated July 28, 1966, to support their contention. The telegram makes no statement approving either text or time, or mode of publication. It was sent at the urging of defendants Manchester and Harper. I was told by Harper's representative that Manchester was becoming ill from an obsession with the thought that the book might never be published. After repeated requests to send a message which would allay this fear, I sent the following telegram to him and to Harper: "Should any inquiries arise re the manuscript of your book I would like to state the following:

"While I have not read William Manchester's account of the death of President Kennedy, I know of the President's respect for Mr. Manchester as an historian and a reporter. I understand others have plans to publish books regarding the events of November 22, 1963. As this is going to be the subject matter of a book and since Mr. Manchester in his research had access to more information and sources than any other writer, members of the Kennedy family will place no obstacle in the way of publication of his work.

However, if Mr. Manchester's account is published in

segments or excerpts, I would expect that incidents would not be taken out of context or summarized in any way which might distort the facts of or the events relating to President's Kennedy's death.

Robert F. Kennedy."

7. A careful reading of the language shows that the telegram contains neither a waiver of any of the approval rights of plaintiff or myself nor an approval of the mode or timing of publication or of the text of the Manuscript. Both before and after the sending of that telegram, Evan Thomas of Harper and defendant Manchester repeatedly assured me and others associated with me that nothing would be published without the approval of Mrs. Kennedy and myself. These assurances from Manchester specifically included advertising for any publication of the Manuscript as well as the text of the Manuscript itself.

8. It has always been my intention, as well as plaintiff's, that the facts concerning the death of the late President Kennedy should be published and available for all to read. We retained the contractual right to approve the Manuscript only in order to assure the accuracy and good taste of the text and the dignity of its presentation. Certainly, we did not render so much help and assistance to Manchester merely to have the Manuscript written and withheld without ever seeing the light of day.

9. On July 29, 1966, I had a telephone conversation with defendant Manchester in which he specifically and emphatically assured me once again that there would be no problem whatsoever concerning his performance of his contractual obligations; that nothing would be published which did not have the approval of Mrs. Kennedy and myself.

10. If further confirmation of the fact that we never consented to any publication of the Manuscript or of the fact that at least as of August 4, 1966, defendant Manchester was pur-

porting to abide by the terms of his contract with us is required, it can be found in a telegram which I received and which was signed jointly by Evan Thomas, the Executive Vice-President of defendant Harper and defendant Manchester and my reply of August 5, 1966 to that telegram.

11. The telegram from Mr. Thomas and defendant Manchester stated:

"Homer Bigart of Times is on to book and serial story and has gathered many facts including price of sale. We have been evasive in our replies regarding money. Under existing terms we expect book to be large [sic] single contributor to library and are delighted

with that prospect. In the absence of any further discussion we must assume that original signed agreement prevails."

I made the following reply: "Re telegram where you say quote in absence of any instructions signed agreement prevails unquote. Agree, and that provides that Mrs. Kennedy and I must give permission for publication of book and that has not yet been given."

The term "publication of book" which appeared in my reply was used by me as including any and every publication of the text of the Manuscript, in whole or in part.

12. In spite of the written agreement and all the previous promises and assurances, it now appears that neither defendant Manchester nor defendant Harper nor defendant Cowles intends to abide by the agreement made by me, on my behalf and on behalf of plaintiff, with defendant Manchester; that they intend to publish the Manuscript in book form and excerpts therefrom as a serialization in LOOK Magazine without any approval from plaintiff or me; and that defendants, similarly without any consent or approval, have undertaken to assign further publication rights in the Manuscript to others.

13. Defendants may assert that, because certain of Mrs. Kennedy's friends and my friends read portions of the Manuscript and made suggestions as to its text, Mrs. Kennedy and I have somehow approved the Manuscript. But the fact is that no one who read the Manuscript had authority to approve it on behalf of Mrs. Kennedy or me. Nor did I have authority from Mrs. Kennedy to approve it on her behalf. I never asserted such authority. I am informed and believe that no one asserted that he had such authority to speak for me or Mrs. Kennedy, and there is no basis for any of the defendants to believe that anyone other than plaintiff and I were in a position to approve for each of us respectively.

14. Neither I nor Mrs. Kennedy has ever seen the text as written by defendant Manchester. Moreover, neither of us has any knowledge of how much, if at all, the proposed text of the book or of the magazine serialization varies from the material originally written by defendant Manchester. We cannot be said to have approved what we have never seen.

15. And yet, because it is widely known that the Kennedy family has given so much help to defendant Manchester, it will be only natural for the public to believe that the Manuscript has Mrs. Kennedy's and my approval. Indeed, the announcement of the serialization of the Manuscript by defendant Cowles in The New York Times of Sep-

tember 1, 1966 and the advertising material thereafter circulated by defendant Cowles (annexed to the Complaint as Exhibits "D" to "H," inclusive) all lend support to that notion. For this very reason, Mrs. Kennedy and I have both insisted and continue to insist upon our contractual rights to approve the content of the publication as well as the mode and time thereof.

ROBERT F. KENNEDY

Complaint by Mrs. Kennedy

SUPREME COURT
OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

JACQUELINE B. KENNEDY,
Plaintiff,
against
HARPER & ROW,
PUBLISHERS, INC.,
COWLES COMMUNICATIONS,
INC.,
and WILLIAM MANCHESTER,
Defendants.

VERIFIED COMPLAINT

Plaintiff, by her attorneys Paul, Weiss, Rifkind, Wharton & Garrison, Esqs. for her complaint, respectfully alleges:

As and For a First Cause of Action Against All of the Defendants

1. Upon information and belief, defendant Harper & Row, Publishers, Inc. (hereinafter "Harper") is a corporation organized and existing under the laws of the State of Illinois and maintains an office and place of business at 49 East 33rd Street, New York, N.Y. Said defendant is in the business of publishing and distributing books.

2. Upon information and belief, defendant Cowles Communications, Inc. (hereinafter "Cowles") is a corporation organized and existing under the laws of the State of Iowa and maintains an office and place of business at 488 Madison Avenue, New York, N.Y. Said defendant is the publisher of LOOK Magazine.

The Agreement

3. In or about February 1964, plaintiff, the widow of the late President John F. Kennedy, Robert F. Kennedy, his brother, and other members of the late President's immediate family determined to assist defendant William Manchester (hereinafter "Manchester"), an author of repute, in preparing a detailed account of the events and circumstances of the death of President Kennedy. Their purpose was to assure the preparation of at least one text concerning that event which would treat that subject accurately,

depth, and with appropriate dignity and good taste, and honestly, by so doing, to forestall inaccurate or sensational treatment by others.

4. Robert F. Kennedy and defendant Manchester executed an agreement dated March 26, 1964. (A copy of the agreement, denominated "Memorandum of Understanding," is annexed hereto as Exhibit "A" and is hereinafter called the "Agreement.")

5. The following provisions were included in the Agreement:

A. Defendant Manchester shall prepare for publication an historical account of the events of and surrounding the death of President John F. Kennedy, on November 22, 1963. (Paragraph 1)

B. The completed manuscript shall be reviewed by plaintiff, Jacqueline B. Kennedy, and Robert F. Kennedy, and the text shall not be published unless and until approved by them. (Paragraph 3)

C. No motion picture or television adaptation shall ever be made based on the book. Other rights may be disposed of by defendant Manchester, with the approval of plaintiff, Jacqueline B. Kennedy, and Robert F. Kennedy, though it is not the intention to prevent the sale of scribal option rights to a responsible publisher. (Paragraph 4)

D. The book may not be published before November 22, 1968, unless plaintiff, Jacqueline B. Kennedy, designates a prior date, and shall be published at such date thereafter as shall be mutually agreed to by the contracting parties. (Paragraph 6)

E. At the request of the Kennedy family, the publisher shall be defendant Harper. (Paragraph 5)

F. Members of the Kennedy family shall not co-operate with any other author who wishes to deal with the subject of the death of President Kennedy. (Paragraph 7)

in the form of introductions to public officials and access to certain pertinent documents. (Paragraph 8)

H. Upon the signing of the Agreement, a brief public announcement of the project shall be made by Robert F. Kennedy and by plaintiff, Jacqueline B. Kennedy, and Robert F. Kennedy jointly. (Paragraph 9)

I. Pursuant to the provisions of the Agreement, and with the approval of defendant Manchester, a Public Statement was issued on March 26, 1964, announcing the project and setting forth certain basic understandings of the parties which extended beyond the terms of the written Agreement. (A copy of such Public Statement is annexed hereto as Exhibit "B".)

7. The Public Statement reflected the basic understanding of plaintiff, Jacqueline B. Kennedy, Robert F. Kennedy and defendant Manchester that the objective of the project was to arrange for the preparation and publication of an authoritative and accurate historical work setting forth the events and circumstances surrounding the death of President Kennedy, in good taste and with the dignity befitting that event. The publication was intended to be a work of historical significance, free of distortion and published in a manner which would avoid sensationalism and commercialism.

8. In keeping with this objective, the parties agreed, as reflected in the Public Statement, that all profits from the publication of defendant Manchester's work, beyond expenses and a moderate return on investment on the first printing, would be donated by both the author and the publisher to the John F. Kennedy Library in Boston, Massachusetts.

9. Pursuant to the Agreement, plaintiff and Robert F. Kennedy gave exclusive interviews to defendant Manchester. Plaintiff granted said exclusive interviews to defendant Manchester in reliance upon the provisions of the Agreement which vested in her the right to approve the mode and time of publication and the text thereof. In said interviews, plaintiff made disclosures to defendant Manchester which she would not have made but for her reliance upon

said right of approval.

10. In addition, plaintiff and Robert F. Kennedy assisted defendant Manchester by arranging for him to interview public officials and the family and friends of the late President and by facilitating his access to various documents. Plaintiff arranged for said interviews and facilitated such access to documents in reliance upon the provisions of the Agreement which vested in her the right to approve the mode and time of publication and the text thereof. But for her reliance upon said right of approval, plaintiff would not have arranged such interviews or facilitated such access to documents.

11. Defendant Manchester has written a manuscript concerning the death of President Kennedy which, upon information and belief, consists of approximately



BOOKS FOR PLAINTIFF:
Sister H. Rhine, lawyer
for Mrs. John F. Kennedy

approximately 300,000 words (hereinafter the "Manuscript").

The Proposed Harper Publication

12. Upon information and belief, in or about April 1964, defendant Manchester entered into a contract with defendant Harper pursuant to which Harper was to act as the publisher of the Manuscript.

13. Plaintiff was not a party to nor was she advised of the terms and conditions of the contract entered into between defendant Manchester and defendant Harper. Upon information and belief, said contract fails to respect the rights of plaintiff as set forth in paragraphs 5, 6, 7 and 8 hereof and contains no provision protecting the absolute right of plaintiff to approve of the mode and time of publication and the text thereof.

14. Upon information and be-

16. defendant Harper has announced that in or about March or April 1967 it will publish the text of the Manuscript in book form.

17. Upon information and belief, defendant Harper has purported to sell to others certain rights to publish said Manuscript in book form.

18. Upon information and belief, defendant Harper had full knowledge of the respective rights and obligations and defendant Manchester with respect to the Manuscript at and prior to the time it entered into its contact with defendant Manchester.

The Proposed British Publication

17. Upon information and belief, in or about October or November 1966, defendant Manchester purported to sell to Michael Joseph, Ltd., of London, England, the right to publish the Manuscript in England.

The Proposed Cowles Publication

18. On or about August 11, 1966, defendant Manchester and defendant Cowles entered into a written contract (a copy of which is annexed hereto as Exhibit "C") in which, for a consideration of \$665,000, defendant Manchester purported to grant to defendant Cowles certain rights of publication therein defined, including the right to publish selected material from the Manuscript in serial form in LOOK Magazine. Plaintiff was not a party to nor was she advised of the terms and conditions of said contract prior to its execution. The contract fails to respect plaintiff's rights as set forth in paragraphs 5, 6, 7 and 8 hereof and contains no provision protecting the absolute right of plaintiff to approve of the mode and time of publication and the text thereof.

19. Upon information and belief, defendant Cowles had full knowledge of the respective rights and obligations of plaintiff, Jacqueline B. Kennedy, Robert F. Kennedy and defendant Manchester with respect to the Manuscript at and prior to the time it entered into its contract with defendant Manchester.

20. Defendant Cowles has publicly announced and advertised that it will publish selected material from the Manuscript in a series of installments commencing in or about January 1967. Upon information and belief, the serialized version to be published in LOOK Magazine will be an abridged or truncated version of the Manuscript.

21. The contract entered into between defendants Cowles and Manchester further grants to defendant Cowles the right to

grant to others rights to publish excerpts, not in excess of 80,000 words, of the 400,000 word Manuscript, without the consent or approval of plaintiff. Upon information and belief, defendant Cowles has purported to sell such publication rights to others.

The Absence of Approval or Consent by Plaintiff

22. Plaintiff, Jacqueline B. Kennedy, has not approved or consented to (a) the text of the Manuscript, or (b) the proposed publication of the Manuscript in book form by defendant Harper, by Michael Joseph, Ltd., or by others, or (c) the proposed publication of selected excerpts from the Manuscript in serial form by defendant Cowles, in LOOK Magazine or elsewhere,

or (d) the purported grant of publication rights in and to the Manuscript of defendant Manchester to defendant Harper, to Michael Joseph, Ltd., or to others, or (e) the purported grant of publication rights in and to the Manuscript by defendant Harper to others, or (f) the purported grant of publication rights in and to the Manuscript by defendant Cowles to others, or (g) any date or dates for any publication of the Manuscript in book, magazine or any other form.

23. By reason of the lack of approval or consent by plaintiff, defendant Manchester was, and is, prohibited from disposing of any publication rights in the Manuscript unless such disposition is approved by plaintiff and unless in such disposition the further rights of plaintiff to approve the mode and time of publication and the text thereof are appropriately provided for; and defendant Manchester's purported attempt to do so without fulfilling such obligations is without legal effect and confers no rights upon either defendant Harper or defendant Cowles or any transferee purporting to assert publication rights from or through any of defendants.

24. Defendant Manchester's purported contracts with defendants Harper and Cowles are each a breach of the terms and conditions of his Agreement with Robert F. Kennedy, of which plaintiff is a third party beneficiary.

25. Upon information and belief, defendants Harper and Cowles have willfully induced defendant Manchester to breach

his Agreement with Robert F. Kennedy, of which plaintiff is a third party beneficiary, by inducing him to enter into contracts with defendants Harper and Cowles purporting to grant to said defendants the right to publish the Manuscript without making such rights to plaintiff subject to plaintiff's contractual rights to approve the mode and time of publication and the text thereof.

26. Defendants Harper and Cowles have been specifically and directly advised of Robert F. Kennedy's Agreement with defendant Manchester and of the rights granted to plaintiff therein, but nonetheless have refused to permit plaintiff to exercise her rights pursuant to said Agreement and have purported to assign publication rights to others in violation of said Agreement.

27. Upon information and belief, the acts and conduct of defendants Manchester, Harper and Cowles are designed to, and will, subvert and destroy the entire object and purpose of the Agreement between Robert F. Kennedy and defendant Manchester, and the rights granted to plaintiff therein, and of the basic understanding between plaintiff, Jacqueline B. Kennedy, Robert F. Kennedy and defendant Manchester, to plaintiff's irreparable injury, in that the unapproved text of the Manuscript as a book and in serial form at unapproved times will lead to precisely the distortion, sensationalism and extended commercialization which the parties intended to avoid by their Agreement and basic understanding.

28. Upon information and belief, defendants Manchester, Harper and Cowles intend to, and will, unless enjoined and restrained by this Court, proceed with their proposed illegal publications and will, unless enjoined and restrained by this Court, continue to make purported assignments of publication rights.

29. Plaintiff has no adequate remedy at law.

As and For a Second Cause of Action Against All of the Defendants

30. Plaintiff realleges paragraphs 1 through 21 inclusive of this Complaint.

31. Defendant Manchester in the course of preparing the Manuscript obtained possession of copies of letters written by plaintiff and her daughter, Caroline, to the late President Kennedy.

32. Upon information and belief, those copies are presently in the possession or control of defendant Manchester.

33. Upon information and belief, defendant Manchester has copied and used such letters, or substantial portions thereof, in the Manuscript and, unless enjoined and restrained by this Court, defendants will proceed with their proposed publications of the Manuscript, and said letters will be copied, published and used as part of said publications.

34. Plaintiff has not given her consent to the copying, publication or use of such letters in the Manuscript or elsewhere.

35. The proposed copying, publication and use of such letters will violate plaintiff's common law rights of copyright in, and to the said letters.

36. Plaintiff has no adequate remedy at law.

As and For a Third Cause of Action Against All of the Defendants

37. Plaintiff realleges paragraphs 1 through 21 inclusive of this Complaint.

38. Part of the assistance which plaintiff rendered to defendant Manchester in his preparation of the Manuscript was giving personal interviews to him.

39. Defendant Manchester recorded such interviews on a tape recorder and, upon information and belief, said tapes, containing the words and statements of plaintiff, are presently in the possession or control of defendant Manchester.

40. Upon information and belief, defendant Manchester has copied and used the recorded words and statements of plaintiff, or substantial portions thereof, in the Manuscript and, unless enjoined and restrained by this Court, defendants will proceed with their proposed publications of the Manuscript, and said recorded words and statements will be copied, published and used as part of said publications.

41. Plaintiff has not given her consent to the copying, publication or use of her recorded words and statements in the Manuscript or elsewhere.

42. The proposed copying, publication and use of such recorded words and statements will violate plaintiff's common law rights of copyright in and to the said words and statements.

43. Plaintiff has no adequate remedy at law.

As and For a Fourth Cause of Action Against Defendant Cowles Publications, Inc.

44. Plaintiff realleges paragraph 2 of this Complaint.

45. LOOK Magazine is widely distributed and circulated in the State of New York and throughout the United States.

46. Commencing on or about September 1, 1966, and up to the present time, defendant

Cowles, as publisher of LOOK Magazine, has knowingly used plaintiff's name for advertising purposes and purposes of trade within the State of New York and throughout the United States in advertisements and circulars designed and intended to sell subscriptions to LOOK Magazine and to promote the sale of individual issues of said magazine.

47. These advertisements and

circulars were widely published and circulated within the State of New York and throughout the United States. A copy of an advertisement published in The New York Times on Thursday, September 1, 1966, is annexed hereto as Exhibit "D". A copy of advertising material mailed in or about October or November of 1966 into the State of New York and throughout the United States is annexed hereto as Exhibit "E". A copy of a circular mailed in or about December of 1966 into the State of New York and throughout the United States is annexed hereto as Exhibit "F". A copy of advertising material contained in the November 29, 1966 issue of LOOK Magazine is annexed hereto as Exhibit "G". A copy of further advertising material contained in the December 27, 1966 issue of LOOK Magazine is annexed hereto as Exhibit "H".

48. Plaintiff did not give any written consent to the use of her name in the advertisements and circulars hereinabove referred to, or to the use of her name in any advertisements or circulars of defendant Cowles, and such use was entirely un-

authorized and without her consent.

49. The acts of defendant Cowles violate plaintiff's rights under Sections 50 and 51 of the Civil Rights Law of the State of New York.

50. The unauthorized and unlawful use of plaintiff's name by defendant Cowles to advertise and sell its magazine, LOOK, has caused plaintiff great emotional distress.

51. Upon information and belief, unless enjoined and restrained by this Court, defendant Cowles will continue to use plaintiff's name in violation of her rights and to plaintiff's irreparable injury and detriment.

52. Plaintiff has no adequate remedy at law.

WHEREFORE, plaintiff respectfully prays for judgment

On the First Cause of Action

(a) Enjoining and restraining defendants Harper, Cowles and Manchester, and each of them, permanently and *pendente lite* [while litigation continues], from publishing, or granting to others the right to publish, all or any part of the Manuscript, and from disposing of any rights in and to the Manuscript, or announcing or

advertising the publication of the text of the Manuscript unless and until plaintiff's approval of the mode and time of publication and the text thereof shall have been obtained.

(b) Enjoining and restraining defendants Harper, Cowles and Manchester, and each of them, permanently and *pendente lite*, from delivering or transferring to any other person any copy of the Manuscript without plaintiff's consent.

On the Second Cause of Action

(c) Enjoining and restraining defendants Harper, Cowles and Manchester, and each of them, permanently and *pendente lite*, from copying, publishing or using any of said letters, and from delivering or transferring said letters or copies thereof to any person, without plaintiff's consent.

(d) Directing defendants Harper, Cowles and Manchester to return to plaintiff said letters and all copies thereof in their possession or control.

On the Third Cause of Action

(e) Enjoining and restraining defendants Harper, Cowles and Manchester, and each of them, permanently and *pendente lite*,

from copying, publishing, or using any of said tapes or the contents thereof, and from delivering or transferring said tapes or copies or transcripts thereof to any other person.

(f) Directing defendants Harper, Cowles and Manchester to return to plaintiff said tapes and all copies or transcripts thereof in their possession or control.

On the Fourth Cause of Action

(g) Enjoining and restraining defendant Cowles, permanently and *pendente lite*, from using plaintiff's name for advertising purposes and purposes of trade.

On All Causes of Action

(h) For such other and further relief, including compensatory and punitive damages and declarations of the rights of the parties, as to the Court may seem just and proper in the premises, together with the costs and disbursements of this action.

Dated: New York, New York
December 16, 1966.

Paul, Weiss, Rifkind, Wharton & Garrison

Attorneys for Plaintiff
Office & P. O. Address
375 Madison Avenue
New York, N. Y. 10022
MU 8-5800.

Letter by Manchester

115 High Street
Middletown, Conn.
March 9, 1964

The Attorney General
Mr. Robert F. Kennedy
Room 5115
Department of Justice
Washington, D. C.
Dear Mr. Kennedy,

Since our talk of February 26 I have been poring over accounts published during the last three months and I have drawn up a list of some 200 sources—people, scenes, documents.

The list, which is enclosed, is, of course, highly tentative. Sources may be added or withdrawn, depending on the scope of the inquiry. I have been thinking in terms of (A) a prologue—the Nov. 20 White House dinner for the Supreme Court; (B) the events of Nov. 21-25; (C) an epilogue. But you may have some thoughts about that.

The morning after our meeting Pierre indicated that a memorandum of understanding would be drawn up the following Sunday, that a draft of it would be mailed to me on Monday, and that I might then return to Washington for the signing and an announcement of the project.

Lacking word, I gather that the pressure of events has delayed those plans. As I wrote Pierre, I appreciate—indeed, I am awed by—the extraordinary demands on your time. And the postponement is of no consequence. It would be presumptuous of me to suggest that it is.

I would be most grateful, however, for some idea of what is expected of me: that is, when I should begin. It was my understanding that while this is to be a long-term project, Mrs. Kennedy is anxious that her interviews be soon. If that is her wish, I am ready to leave Wesleyan on a few hours notice and move into the University Club. My family can come down later.

at the end of the academic year. As to the memorandum—I believe we are in absolute accord there. I agree that it is important that Mrs. Kennedy and you should review the manuscript. If you had not suggested this, I would have. I also agree that no film should ever be made from the book. That would be unthinkable.

That leaves (of the matters which have been raised with me) only the question of publication time. I suggest the memorandum stipulate that the book may now appear before three years have lapsed—say, before November 22, 1966. But that is only a suggestion. If you prefer five years, then five years it shall be. I have complete faith in your good judgment. My sole concern is that the book be right when it does appear; that it be a genuine contribution to history. Anything less simply would not do—for me, as for you.

An early announcement does seem desirable, if that is possible. I believe I have been circumspect; nevertheless, the prospect of premature disclosure worries me. I think you will agree that any statement to be made should be made in Washington. From me it would be impertinent.

I am enclosing a eulogy which I delivered on December 13 at an observance with Msgr. Terence P. Finnegan. The occasion was one of thousands being held all over the country that dark month—small, local services in churches, public halls, town squares. Everywhere men in small communities were struggling to find words for the nation's silent hymn of grief. This one, like all the others, was wholly inadequate. My only excuse for sending it is that I would like you to have it.

Faithfully,
William Manchester
Mr. Pierre Salinger

Memorandum of Understanding

1. William Manchester shall prepare for publication an historical account of the events and surrounding the death of President John F. Kennedy on November 22, 1963.

2. Tentatively, the book will cover the period November 20-25, with an epilogue describing later, relevant events.

3. The completed manuscript shall be reviewed by Mrs. John F. Kennedy and Robert F. Kennedy, and the final text shall not be published unless and until approved by them.

4. No motion picture or TV adaptation shall ever be made based on the book. Other rights may be disposed of by William Manchester, with the approval of Mrs. John F. Kennedy and Robert F. Kennedy, though it is not the intention to prevent the sale of serial option rights to a responsible publisher.

5. At the request of the Kennedy family, the publisher will understand, William Manchester has secured a written release from an option held by his present publisher, Little, Brown and Company.

6. The book may not be published before November 22, 1968, unless Mrs. Kennedy designates a prior date, and shall be published at such date thereafter as shall be mutually agreeable to the contracting parties. It is understood that publication will take place promptly after November 22, 1968, unless there is some serious

reason for either party to withhold his agreement thereto. Since this account is to be an authorized version, the principle of exclusivity shall prevail until November 22, 1968. That is, members of the Kennedy family shall not cooperate with any other author who wishes to deal with the subject.

7. It is understood that William Manchester may need introductions to certain officials and access to certain pertinent documents. In this matter, Robert F. Kennedy will provide any assistance which he deems wise, and William Manchester undertakes to treat such material with discretion.

8. Upon the signing of this memorandum, a brief public announcement of the project shall be made by Robert F. Kennedy, or by Mrs. John F. Kennedy and Robert F. Kennedy jointly.

9. In the event Mr. Manchester is unable to complete the manuscript or if he should die before completion, Mrs. Kennedy and Robert F. Kennedy will have the right to approve the individual who will complete the work.

10. If both Mrs. John F. Kennedy and Robert F. Kennedy become unable to review the completed manuscript and give final approval thereto, such approval shall be given by Senator Edward F. Kennedy or someone he designates.

Signed: March 26, 1964
ROBERT F. KENNEDY
WILLIAM MANCHESTER