

# Affidavit by Robert Kennedy

SUPREME COURT  
OF THE STATE OF NEW YORK

JACQUELINE B. KENNEDY,

Plaintiff,

-against-

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

Defendants.

AFFIDAVIT  
IN SUPPORT  
OF MOTION

STATE OF NEW YORK } ss.:  
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 any 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 Har-

per. 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 September 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 text of the publication as well as the mode and time thereof.

ROBERT F. KENNEDY