

Affidavits in Kennedy Suit,

Partial text of the affidavit submitted by Mrs. John F. Kennedy in her suit against publication of the book "Death of a President."

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.

In spite of that express agreement, which was known to defendant Cowles Communications, 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 intends to take actions thereunder in violation of my express rights.

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 con-

sent or approval.

Copyrights Noted

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

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. . .

After the death of President Kennedy, our family became concerned about the spate of sensational and highly commercialized writings which we knew would appear concerning that event.

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.

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.

Reservations Cited

To make certain that these objectives would be achieved, the written portion of the understanding . . . which was signed by Robert F. Kennedy and by defendant Manchester (hereinafter "the agree-

in Part

ment"), 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.

Manchester's full assent to these principles is well illustrated by a letter dated March 9, 1964 . . . 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. . . . Both of these documents clearly set forth the terms and the purposes of the project.

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.

Manchester was also introduced by me and Robert F. Kennedy to various Government officials, and granted

access of 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 . . .

Harper Agreement

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.

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.

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.

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" . . .

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 . . . The same position is asserted in Judge Rifkind's letter of December 9, 1966 . . .

Intention Announced

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

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 . . .

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.

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.

Moreover, the advertising material . . . 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.

State Act Cited

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 copy-rights.

The defendant Cowles has repeatedly used my name, without permission, in advertisements in an attempt to sell subscriptions to its magazine. . . .

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 both 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. . . .

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.

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 contract 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.

Partial text of the affidavit submitted by Sen. Robert F. Kennedy in a suit by Mrs. John F. Kennedy against publication of the book "Death of a President."

On or about March 26, 1964, I executed the agreement dated March 26, 1964, with the defendant William 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.

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 defendant Manchester from violating plaintiff's rights derived from the agreement in question.

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.

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.

Consent Denied

Thus, defendants have asserted that I have consented, on my own behalf, and on plaintiff's behalf, to the publication of the Manchester manuscript (hereinafter the "manuscript") by Har-

per 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.

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 re-

lating to President Kennedy's death.

"Robert F. Kennedy"

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.

Intention Examined

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.

On July 29, 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.

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 purporting 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.

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 larges (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 prevalls."