Howard Kurtz, newsroom
The Washington Post
1150 15 St., NW
Washington, DC 20071

7/19/93

Dear Mr. Kurtz,

Probably without either the intention or the realization your article on William Manchester's claim that Joe McGinniss plagiarized is not accurate, fair or unbiased, I suspect because your trust was imposed upon, and it skirts around a major question that it does not directly address but on which it does in effect take a position: can anyone assert a property right on information relating to ~~xxx~~ so important an historical event as the assassination of a President.

I believe none of us can claim a property right on such information and after some 15 years of the most difficult and costly FOIA litigation in which I finally obtained about a third of a million pages from the government I make all that information freely available to all writing in the field - my competitors - who for the most part are those I know I will not agree with.

Manchester's book is not at all what you say it is, "the definitive account of John F. Kennedy's assassination." Rather is it his imperial rehash of the Warren Commission's investigation that he twisted into an unseemly Camelot and which he sweetened with treacle and made titillating with trivia.

In fact at several points in his book Manchester refutes that Commission's conclusions without so informing the reader. He reports what makes a perjurer of a major Commission witness and does not so inform the reader.

What leads me to believe that your trust may have been imposed upon is your writing that "Manchester said he accepted only a $40,000 advance for his three years of work on the book. He said he and his publisher, Harper & Row, stipulated that all royalties be donated to the Kennedy ~~Lib~~ Library. 'I didn't want to become rich because of the death of a friend', he said."

If my recollection is correct, this is a particularly dishonest formulation.

The question Manchester himself raises is not addressed by what he "accepted" but by what he contracted.

Did he contract for that advance only?

Does that contract specify that all royalties would not be paid to him but would instead be given to the Kennedy Library?

If neither of these is tyfe, what then about his not wanting to "become rich because of the death of a friend"?

I am one of those who in 1966 protested that contract and its provisions. While I now do not recall all that I did I do recall phoning a member of the White House staff and making a critical broadcast on ~~CBS~~ CBS network radio news.

I do recall that of the special arrangements Manchester enjoyed at least some of what

remained ~~were revised~~ after revision and I am pretty confident that the "stipulation" to which Manchester refers is the one that settled the dispute between him and the Kennedys, not what was a provision of the initial contract.

Originally Manchester was given exceptional access to both people and the Warren Commission, its ongoing work and then to its records after its Report was published. In order for his exclusive and I think at least improper if not illegal access to what was denied all the rest of us, he even had a private office in the National Archives.

Can he, really, after accepting and using these special and exclusive arrangements - I do not regard them as rights in the property sense - claim any property right to that part of our history that was given to him without, I believe, any legal authority for it?

I practise my belief that none ought own any property right. For example, Viking is now promoting a book in which it claims to bring to light Jackie's unpublished Warren Commission testimony. In all aspects that is false and that it is false is known to the author who knows very well that I published it in 1974 in my book Post Mortem. A friend working independently and I compelled the Archives to disclose what the Commission withheld. The Archives knew very well that I would likely file suit under FOIA to force its disclosure. (I had sued it and other agencies in about 13 such suits, several of which were officially stonewalled for more than a decade.) That is how I obtained those records in which, by the way, Manchester has had no interest at all while still describing his rehash where it relates to fact about the assassination as a "very special book."

I have not complained to Viking, as in the past I did not complain to ~~[illegible]~~ other publishers who made similar false claims and I do not intend to. Yet that, I believe, is a more intended misuse of what I published, to seal books rather than to tell the people what had not been published earlier.

You should be able to check the contract controversy in the Post's morgue if those with a copy of that contract, like the author and his publisher, will not level with you.

I do not dispute that Manchester got only his advance but there were published reports that after the dispute over his book was settled he would get about $500,000 and the Library would get about $5,000,000.

I have no address for Michael Korda and S & S. I hope you will be kind enough to forward the enclosed copy of this letter to him. I enclose a stamp. Thanks.

I am sorry my typing cannot be any better. My apologies to both of you.

If you suspect that perhaps I do not practise what I preach, I suggest you ask George Lardner.

Sincerely,

Harold Weisberg