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Memorandum

U. S. Secret Service
CG-2-34,030

TO : Chief
Attention Inspector Kelley

FROM : SAIC Sorrels, Dallas

DATE: January 22, 1964

SUBJECT: Zapruder Film of the Assassination of President Kennedy

Reference is made to your memorandum of January 14, 1964 instructing that you be informed the details as to the circumstances under which a secured copy of original color film taken by Abraham Zapruder, which original film was purchased by Life Magazine.

Just as soon as the President, Vice President Johnson and Texas Governor Connally were in the Parkland Hospital, Dallas, Texas, at approximately 12:45 P. M., November 22, 1963, I proceeded to Texas School Book Depository Building for the purpose of trying to locate witnesses. Some witnesses were located and were taken to the Sheriff's office which is across the street from the above named building in order that written statements might be obtained from them. While I was in the Sheriff's office, Harry McCormack, a reporter for the Dallas Morning News, contacted me and informed me that he had located a man who had made some movies that he thought we would be interested in. He then took me to the office of Mr. Abraham Zapruder, dress manufacturer, Jennifer Juniors, Inc., 501 Elm St., Dallas, Tex., who was introduced to me by Mr. McCormack. Mr. Zapruder was emotionally upset at the time as he had personally seen President Kennedy shot while taking movies of the President in the motorcade from Houston and Elm Streets to the underpass west of the Texas School Book Depository Building. Mr. Zapruder agreed to furnish me with a copy of this film with the understanding that it was strictly for official use of the Secret Service and that it would not be shown or given to any newspapers or magazines as he expected to sell the film for as high a price as he could get for it. Mr. McCormack was also interested in the film and had offered Mr. Zapruder \$1,000.00 for it, but there were others that were also interested. Accompanied by Mr. McCormack we took Mr. Zapruder to the Dallas Morning News and to their radio station offices in an effort to get the film developed, however, they were not equipped to do so, but did ascertain that Eastman Kodak Company in Dallas could develop the film immediately. We then took Mr. Zapruder to the Eastman Kodak Company where he made arrangements to have the film developed and also copies made of same. Later I went to Mr. Zapruder's office and he gave to me two copies of this film, one copy of which was immediately airtailed to Chief and one copy was retained by me. At the time Mr. Zapruder gave me the copies of the film he had not sold the original film. When he gave me the two copies of the film he again specified that the film was for government use and that I was not to let either copy get in the hands of any newspaper or magazine company.

The following day Inspector Kelley obtained the retained copy of the film from me which he loaned to the FBI and which was subsequently returned to Inspector Kelley who gave the film to me and it is now in the Dallas office.

FVS:LR

To Insp. Kelley
6-2-64 J.P. Conn.

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D. Jackson file

Dallas, Texas
November 25th, 1963

Mr. C. D. Jackson, Publisher
Life Magazine
c/o Time, Inc.
Rockefeller Center
New York, New York

Dear Sir:

This will confirm agreement reached with your authorized representative, Richard B. Stolley, during the past few days wherein I have agreed to sell, transfer and assign to Time, Inc. all my right, title and interest (whether domestic, foreign, news-reel, television, motion picture or otherwise) in and to my original and all three (3) copies of 8 mm. color films which show the shooting of President John F. Kennedy in Dallas, Texas, on November 22nd, 1963.

You acknowledge receipt through your agent of the original and one (1) copy thereof, and it is understood that there are two (2) other copies, one (1) of which is with the Secret Service in Dallas, Texas, and one (1) copy of which is with the Secret Service in Washington, D. C. I have the assurance and agreement of the Secret Service that the copies in their possession are to be released only to me, and I agree that I shall, immediately upon receipt of same, deliver same to your office or to such of your authorized representatives as you designate, or I will agree to sign any authorization allowing same to be delivered directly to you.

It is understood and agreed that you have all rights attached to said film of any kind and character whatsoever and may use them as you see fit upon terms and conditions set forth hereinafter:

or my heirs *MSA*
~~(1)~~ You agree to pay me, the sum of \$150,000.00, payable \$25,000.00 cash immediately, and the balance of \$125,000.00 to be paid in installments as follows:

\$25,000.00 on January 3rd, 1964,
\$25,000.00 on January 3rd, 1965,
\$25,000.00 on January 3rd, 1966,
\$25,000.00 on January 3rd, 1967, and
\$25,000.00 on January 3rd, 1968.

Mr. C. D. Jackson, Publisher
Life Magazine

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MS
A.J.
all
In addition to the above consideration, it is further agreed and understood that you will pay to me, a sum equal to one-half (1/2) of all gross receipts derived by Time, Inc., its ~~presently owned~~ *MS* *A.J.* *all* ~~and~~ divisions and its wholly owned subsidiary ~~Time-Life Broadcast~~ *A.J.* *all* Inc. from any source out of the use, sale, showing, rental, leasing, licensing, or other publication of any kind or character whatsoever after you have received \$150,000.00 in cash from gross receipts derived from the same sources. Gross receipts received from foreign publication or sale will mean the gross receipts less agent's commissions customarily paid by Time, Inc. under the same or similar circumstances. The proceeds of this one-half (1/2) of gross proceeds over \$150,000.00 shall be paid to me as follows:

\$25,000.00 or such lesser amount as may then be due shall be paid on January 3rd, 1969, and a similar payment of \$25,000.00 or such lesser amount as may then be due annually thereafter, upon the 3rd day of January of each calendar year thereafter, until this agreement shall cease and terminate by the terms hereof.

It is, however, understood that Time, Inc. and its presently constituted divisions, as well as its wholly owned subsidiary Time-Life Broadcast, Inc., shall have unlimited free use on its own behalf of the subject matter.

(2) This contract and agreement shall last for the life of any copyrights taken out by you and/or the undersigned in connection with said film, plus any times called for by renewals. You agree to indemnify and hold me harmless of and from any claims and expenses in connection with claims arising out of your use, dissemination and distribution of the film, and further agree not to use my name in connection with any such issue or publication without my prior, written consent. You further agree that you shall furnish me with a certified audited report of the auditing firm of your company showing the total gross receipts derived from said film each calendar year or at such other times as may be agreed upon hereafter.

(3) It is further understood and agreed that in the event you shall sell or transfer all rights to this film, such sale shall be subject to the terms of this agreement and same shall be binding upon the purchaser thereof. Furthermore, should Time, Inc. transfer or assign either the print media rights, in ~~their entirety, or the film for motion picture, television, news-~~ reel, etc. dissemination, publication or viewing, in their entirety,

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any such sale shall likewise bind the purchaser thereof to the aforementioned provisions concerning payment of one-half (1/2) of the gross receipts from exhibition, publication, licensing, renting, or other publication of said film.

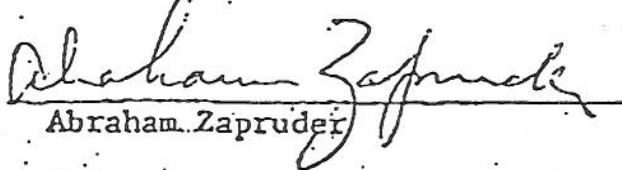
(4) Time, Inc. further agrees that it will present said film to the public in a manner consonant with good taste and dignity and agrees to exercise its best business judgment in the presentation, sale, leasing, licensing and rental of said film consonant with your business custom and practice for the production of gross receipts therefrom.

(5) I warrant that I am the sole owner of this film and that I have not and will not grant any rights to any other person, corporation or entity, and will agree to accord to you all rights in connection with same and cooperate with you to the fullest extent to secure same.

(6) Time, Inc. agrees to obtain, at its expense, such copyright protection, domestic and foreign, as it may deem necessary or proper for its own safety and to prevent any infringement thereof, should the same be necessary.

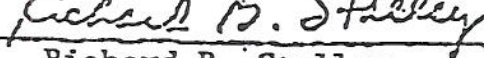
(7) Anything to the contrary herein notwithstanding, neither I nor my heirs shall have any right to sell, transfer, assign, pledge, hypothecate, mortgage, encumber, or in any way dispose of this contract or any of the payments specified herein or the proceeds hereof nor to receive payment at any time other than as specified herein, nor shall you have any right to make any payments in advance.

Very truly yours,


Abraham Zapruder

ACCEPTED AND AGREED
this 25th day of November,
A. D. 1963:

TIME, INC.

By 
Richard B. Stolley

January 27, 1964

Mr. Henry Suydam
LIFE Bureau Chief
1120 Connecticut Avenue, N. W.
Washington 6, D. C.

Dear Henry:

Reference is made to your letter of January 7, 1964, concerning the two copies of the Zapruder assassination film now in the hands of the Secret Service.

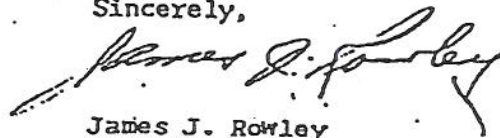
I find that Mr. Sorrels of our Dallas office, after learning of the existence of the film, called upon Mr. Zapruder in his office, at which time Mr. Zapruder agreed to furnish him with a copy of the film with the understanding that it was strictly for official use of the Secret Service and that it would not be shown or given to any newspapers or magazines, as Mr. Zapruder expected to sell the film.

Mr. Sorrels ascertained that Eastman-Kodak Company in Dallas would develop the film immediately. Mr. Sorrels then took Mr. Zapruder to Eastman Kodak where arrangements were made to have the film developed and copies made. Afterward, Mr. Zapruder, in his office, furnished Mr. Sorrels two copies of the film and we received them before Mr. Zapruder had sold the original film.

We, of course, have no knowledge concerning Life's later arrangement with Mr. Zapruder; however, when we received the film from Mr. Zapruder he again specified that it was for Government use. The film has not been shown to anyone outside the Secret Service, except to members of the staff of the President's Commission on the Assassination.

Please be assured that it will not be shown by us to anyone outside the Government unless for official investigative purposes. However, we consider it part of the official Secret Service file of the investigation of the assassination of President Kennedy.

Sincerely,



James J. Rowley