

Manchester Assured Magazine Kennedys Approved Publication

Copy of Accord With Cowles,
Publisher of Look, Is Filed
in Suit Over the Book

By SIDNEY E. ZION

William Manchester assured the publishers of Look magazine, in a written statement last August, that the Kennedy family had approved the publication of his book "Death of a President."

A copy of the agreement, which calls for the payment of \$665,000 to the author for world serialization rights by Cowles Communications, Inc., publisher of Look, was filed as an exhibit yesterday by the lawyers for Mrs. John F. Kennedy.

Mrs. Kennedy is seeking to halt publication and distribution of the serialization and the book. She asserts that she did not authorize publication of the manuscript and that Mr. Manchester breached his contract with her. She contends that the contract requires that the manuscript be approved by her before it can be published.

Look Magazine is scheduled to begin Jan. 10 an 80,000-word serialization of portions of the 300,000-word manuscript.

Paperback Rights Sought

Meanwhile, Dell Books offered \$1-million yesterday for the book's paperback rights to Harper & Row, Publishers, Inc., publisher of the hard-cover edition. Donald Fine, editor in chief of Dell Books, said he believed this was the largest offer ever made for paperback rights.

A spokesman for Harper & Row said that it was company policy not to accept a paperback offer until the hard-cover edition had been published. He said he knew of no other offers. Publication of the hard-cover edition is scheduled for April.

In the memorandum of agreement with Cowles Communications, dated Aug. 11, 1966, Mr. Manchester gave the following covenant and warranty:

"That said manuscript was prepared by him with the authorization, consent and cooperation of Mrs. Jacqueline Kennedy and Senator Robert F. Kennedy and that Senator Kennedy has, speaking for the Kennedy family, approved the publication of same."

The author also warranted that he owned or controlled "exclusive first newspaper, magazine and periodical publication rights" in the manuscript.

Look Selected Material

According to the second edition of Webster's New International Dictionary, a warranty is "a collateral engagement or undertaking . . . that a certain fact regarding the subject of a contract is, or should be, as it is expressly or impliedly declared or promised to be."



Gardner Cowles

A covenant is described as "an undertaking or promise of legal validity."

According to the dictionary, the breach of such a warranty does not avoid the contract but "renders the warrantor liable for damages."

Under the agreement, Look Magazine is entitled to select and omit whatever material it may desire. But the publisher agreed to submit first proofs and final photostats of the articles to Mr. Manchester for final approval "so that there can be no question [of having] substantially changed the meaning of any of the material."

Gardner Cowles, editorial chairman of Cowles Communications, also agreed to submit the articles through the author to Mrs. Kennedy or Senator Kennedy "if the author timely notifies" the company that either of them desires to review the material for purposes of determining whether the Look articles changed the meaning of the material in the manuscript.

Wording of Agreement

The agreement continued: "It is understood that failure by the author, (or by Mrs. Kennedy or Senator Kennedy in the event they exercise their right to review the material) to communicate any objection or disapproval to one of Cowles' editors . . . at Cowles' New York City office within five days after receipt of such material shall be deemed the equivalent of affirmative approval thereof by such person."

In her affidavit filed yesterday, Mrs. Kennedy said she had not approved or consented to the

serialization. Senator Kennedy said the same thing in his affidavit.

The agreement also provides that, in the event of a lawsuit against the publisher, Mr. Manchester is obligated to pay the amount of any "adverse monetary award, judgment or verdict," if the case goes to trial.

Payment of Lawyers

Up to the point of actual trial, the publisher must pay the costs and expenses of the defense, including attorney's fees. If a trial ensues, however, Mr. Manchester is obligated to pay the costs and expenses of the trial and any subsequent appeals, including attorney's fees.

If Cowles agrees to a settlement that is unsatisfactory to the author, it has the right to pay the settlement price and Mr. Manchester need not contribute. On the other hand, if Mr. Manchester approves the settlement, he is obligated to pay the settlement price.

\$365,000 Paid Manchester

The amount the author need pay as indemnification to the publisher is limited to the "total sum paid, or payable" to Mr. Manchester under the agreement.

Under the payment clause of the agreement, Mr. Manchester received \$365,000 upon execution of the agreement, meaning Aug. 11, 1966.

The balance of \$300,000 is to be paid in five approximately equal installments, beginning Jan. 10, 1967, and then each Jan. 10 through 1971.

The agreement called for the beginning of serialization in Look magazine on Oct. 18, with the last installment scheduled for Jan. 10. This was later changed so that the first installment is due Jan. 10.