

MANCK

17 DEC 1966

EA37

PMS BUDGET

KENNEDY BOOK (670)

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NEW YORK, DEC. 17 (AP)-A MANHATTAN JUDGE INDICATED TODAY A SPEEDY DECISION ON MRS. JOHN F. KENNEDY'S SUIT TO BLOCK PUBLICATION OF AUTHOR WILLIAM MANCHESTER'S BOOK ABOUT THE ASSASSINATION OF THE PRESIDENT.

MANHATTAN SUPREME COURT JUSTICE SAUL S. STREIT, RANKING JUSTICE OF THE COURT, ORDERED MANCHESTER AND TWO PUBLISHERS TO APPEAR BEFORE HIM DEC. 27 TO SHOW CAUSE WHY AN INJUNCTION AGAINST THE BOOK, "DEATH OF A PRESIDENT," SHOULD NOT BE GRANTED.

STREIT SAID HE WOULD "DECIDE THE MATTER SHORTLY" AFTER THE HEARING.

MRS. KENNEDY SUBMITTED A 10-PAGE AFFIDAVIT TO THE COURT YESTERDAY IN HER PETITION TO FORBID PUBLICATION OF THE BOOK. SHE SAID IN HER COMPLAINT THAT PUBLICATION WOULD CAUSE HER "GREAT AND IRREPARABLE INJURY" AND "RESULT IN PRECISELY THE SENSATIONALISM AND COMMERCIALISM WHICH WE -- ROBERT F. KENNEDY AND I--HAVE SOUGHT SO STRENOUSLY TO AVOID."

SEN. ROBERT F. KENNEDY, D-N. Y., THE LATE PRESIDENT'S BROTHER, SUBMITTED A SUPPORTING FIVE-PAGE AFFIDAVIT AS PART OF THE COURT PAPERS.

NEITHER THE SENATOR NOR MRS. KENNEDY APPEARED IN COURT. SEN. KENNEDY DECLINED TWICE YESTERDAY TO DISCUSS THE BOOK OR THE COURT ACTION WITH NEWSMEN. HE SAID HE DID NOT PLAN TO ISSUE ANY STATEMENT ON THE SUBJECT.

THE PUBLISHERS ARE:

--COWLES COMMUNICATIONS, INC., PUBLISHER OF LOOK MAGAZINE, WHICH IS REPORTED TO HAVE PAID \$665,000 FOR THE RIGHT TO SERIALIZE PORTIONS OF THE BOOK STARTING IN THE JAN. 10 ISSUE. LOOK HAS PLANNED A FOUR-PART SERIES OF 80,000 WORDS.

--HARPER & ROW, PUBLISHERS, INC., WHICH PLANS TO BRING OUT THE FULL, 300,000-WORD HARD-COVER BOOK IN APRIL.

A SPOKESMAN FOR LOOK SAID THAT IF MRS. KENNEDY IS UPHELD, A SUBSTITUTE JAN. 10 ISSUE WOULD NOT BE PUBLISHED. HE SAID THERE WAS NOT ENOUGH TIME TO PREPARE ANOTHER ISSUE.

ANOTHER SPOKESMAN FOR THE PUBLISHER SAID THERE WAS EVERY INDICATION THE ISSUE DUE OUT JAN. 10 WOULD BE SKIPPED ENTIRELY IF MRS. KENNEDY IS UPHELD AND APPEALS FAIL. PARTS OF THE MAGAZINE HAVE ALREADY BEEN PRINTED. THE REVENUE LOSS WOULD AMOUNT TO MORE THAN \$3 MILLION, HE SAID.

ALSO INVOLVED ARE PLANS FOR PUBLICATION OF THE WORK ABROAD IN BOOK AND SERIAL FORM. MRS. KENNEDY SAID SHE UNDERSTOOD THAT MANCHESTER HAD GRANTED MICHAEL JOSEPH, LTD., OF LONDON THE RIGHT TO PUBLISH THE BOOK IN ENGLAND.

IN A RELATED DEVELOPMENT, DELL BOOKS OFFERED \$1 MILLION YESTERDAY TO HARPER & ROW FOR THE BOOK'S PAPERBACK RIGHTS. DONALD FINE, EDITOR-IN-CHIEF OF DELL BOOKS, SAID HE BELIEVED THIS WAS THE LARGEST OFFER EVER MADE FOR PAPERBACK RIGHTS.

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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.

IN HER COURT PETITION, MRS. KENNEDY SAID, "THE THREATENED PUBLICATION IS IN TOTAL DISREGARD OF MY RIGHTS AND, IF IT GOES FORWARD, WILL UTTERLY DESTROY THEM."

ONE OF THE MOST IMPORTANT ISSUES CENTERED AROUND WHETHER MANCHESTER AND THE PUBLISHERS HAD PERMISSION FROM THE KENNEDYS TO PUBLISH.

IN THE AFFIDAVIT SUPPORTING HER PETITION, MRS. KENNEDY SAID THAT IN RETURN FOR HER HELP IN PREPARING HIS MANUSCRIPT, MANCHESTER AGREED NOT TO PUBLISH UNTIL HE OBTAINED "MY EXPRESS CONSENT AND APPROVAL AS TO THE MODE, TIME AND TEXT OF ANY PUBLICATION."

SHE SAID SHE HAD NOT GIVEN HER CONSENT.

IN HIS SUPPORTING AFFIDAVIT, SEN. KENNEDY SAID THAT HE HAD NOT CLEARED THE MANUSCRIPT.

THE SENATOR SAID: "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."

MRS. KENNEDY GAVE MANCHESTER TWO LENGTHY INTERVIEWS--ABOUT 10 HOURS OF TAPE RECORDINGS. FRIENDS OF THE LATE PRESIDENT'S WIFE SAY SHE MADE NO ATTEMPT AT SELF-CENSORSHIP IN THE INTERVIEWS AND THAT SHE HAD REVEALED HER DEEPEST THOUGHTS.

A HIGHLY PLACED OFFICIAL IN PRESIDENT KENNEDY'S ADMINISTRATION HAS SAID THAT IN THE TWO INTERVIEWS "IT'S CLEAR THAT MANCHESTER TOOK STUFF FROM THE TAPE RECORDER WHEN MRS. KENNEDY WAS NOT IN CONTROL OF HER EMOTIONS."

"ALSO," THE OFFICIAL ADDED IN AN INTERVIEW YESTERDAY, "THE BOOK PRESENTS A RATHER UNFORTUNATE PICTURE OF PRESIDENT JOHNSON."

IN THE COURT ACTION, MRS. KENNEDY EXPRESSED HER FOREMOST OBJECTION TO THE BOOK THIS WAY: "I AM SHOCKED THAT MR. MANCHESTER WOULD EXPLOIT THE EMOTIONAL STATE IN WHICH I RECOUNTED MY RECOLLECTIONS TO HIM EARLY IN 1964."

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NEW YORK--FIRST ADD KENNEDY BOOK BUDGET (A37-38) X X X IN 1964."

THREE CLAUSES IN AN 11-POINT MEMORANDUM SIGNED BY MANCHESTER AND SEN. KENNEDY ON MARCH 26, 1964, ARE INVOLVED IN THE ISSUE AS TO WHETHER THE DEFENDANTS HAD PERMISSION FROM THE KENNEDYS TO PUBLISH. THE MEMORANDUM WAS ONE OF FIVE DOCUMENTS FILED IN COURT BY ATTORNEYS FOR MRS. KENNEDY.

THE THREE CLAUSES READ:

--"THE COMPLETED MANUSCRIPT SHALL BE REVIEWED BY MRS. JOHN F. KENNEDY AND ROBERT F. KENNEDY, AND THE FINAL TEXT SHALL NOT BE PUBLISHED UNLESS AND UNTIL APPROVED BY THEM."

--"NO MOTION PICTURE OR TV ADAPTATION SHALL EVER BE MADE BASED ON THE BOOK. OTHER RIGHTS MAY BE DISPOSED OF BY WILLIAM MANCHESTER WITH THE APPROVAL OF MRS. JOHN F. KENNEDY AND ROBERT F. KENNEDY, THOUGH IT IS NOT THE INTENTION TO PREVENT THE SALE OF SERIAL OPTION RIGHTS TO A RESPONSIBLE PUBLISHER."

--"THE BOOK MAY NOT BE PUBLISHED BEFORE NOV. 22, 1968 (FIVE YEARS AFTER THE ASSASSINATION), UNLESS MRS. KENNEDY DESIGNATES A PRIOR DATE, AND SHALL BE PUBLISHED AT SUCH DATE THEREAFTER AS SHALL BE MUTUALLY AGREEABLE TO THE CONTRACTING PARTIES. IT IS UNDERSTOOD THAT PUBLICATION WILL TAKE PLACE PROMPTLY AFTER NOV. 22, 1968, UNLESS THERE IS SOME SERIOUS REASON FOR EITHER PARTY TO WITHHOLD HIS AGREEMENT THERETO."

HARPER & ROW HAS SAID THAT SEN. KENNEDY TOLD MANCHESTER IN A TELEGRAM LAST JULY THAT "MEMBERS OF THE KENNEDY FAMILY WILL PLACE NO OBSTACLE IN THE WAY OF PUBLICATION OF HIS BOOK."

AND MANCHESTER ASSURED THE PUBLISHERS OF LOOK IN A WRITTEN AGREEMENT LAST AUGUST THAT THE KENNEDY FAMILY HAD APPROVED PUBLICATION.

A COPY OF THE AGREEMENT, WHICH CALLS FOR THE PAYMENT OF \$665,000 TO THE AUTHOR FOR WORLD SERIALIZATION RIGHTS BY COWLES COMMUNICATIONS, WAS FILED AS AN EXHIBIT YESTERDAY BY THE LAWYERS FOR MRS. KENNEDY.

IN HIS AFFIDAVIT, SEN. KENNEDY SAID THE TELEGRAM CITED BY HARPER & ROW "MAKES NO STATEMENT APPROVING EITHER TEXT OR TIME, OR MODE OF PUBLICATION."

THE TELEGRAM SAID:

"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 (LATE) PRESIDENT'S RESPECT FOR MR. MANCHESTER AS AN HISTORIAN AND A REPORTER.

"I UNDERSTAND OTHERS HAVE PLANS TO PUBLISH BOOKS REGARDING THE EVENTS OF NOV. 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 FACTS OF OR THE EVENTS RELATING TO PRESIDENT KENNEDY'S DEATH."

SEN. KENNEDY SAID IN HIS AFFIDAVIT THAT THE TELEGRAM HAD BEEN SENT AT THE "URGING OF DEFENDANTS MANCHESTER AND HARPER."

HE SAID:

"I WAS TOLD BY HARPER'S REPRESENTATIVES THAT MANCHESTER WAS BECOMING ILL FROM AN OBSESSION WITH THE THOUGHT THAT THE BOOK MIGHT NEVER BE PUBLISHED.

"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 (EDITORIAL VICE PRESIDENT OF HARPER & ROW) 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."

SEN. KENNEDY SAID THAT ON JULY 29, THE DAY AFTER HE SENT THE TELEGRAM, HE SPOKE WITH MANCHESTER AND THAT HE HAD BEEN "SPECIFICIALLY AND EMPHATICALLY ASSURED" THAT THE ORIGINAL CONTRACT WOULD BE FOLLOWED SCRUPULOUSLY.

IN A SECOND TELEGRAM TO HARPER & ROW ON AUG. 5, THE SENATOR SAID, HE NOTED THAT THE PUBLISHERS MUST OBTAIN HIS AND MRS. KENNEDY'S PERMISSION BEFORE PRODUCING THE BOOK AND "THAT HAS NOT YET BEEN GIVEN."

MRS. KENNEDY'S COURT PETITION GAVE NO CLUES TO WHAT PORTIONS OF HER 1964 INTERVIEWS WITH MANCHESTER THAT SHE OBJECTED TO SEEING INCORPORATED IN THE BOOK.

A PUBLISHING OFFICIAL--NOT ONE OF THE DEFENDANTS--WHO HAS READ MANCHESTER'S BOOK COMMENTED:

"I THINK MRS. KENNEDY IS JUST HAVING SECOND THOUGHTS THAT SHE WAS TOO EMOTIONAL AND OUTSPOKEN IN HER INTERVIEW WITH MANCHESTER. SHE NEVER ASKED TO SEE THE MANUSCRIPT. I THINK IT IS TOO BAD. SHE HAS BEEN ILL ADVISED."

IN THE MEMORANDUM OF AGREEMENT WITH COWLES COMMUNICATIONS, DATED AUG. 11, 1966, AND FILED WITH THE COURT BY MRS. KENNEDY'S LAWYERS, 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 SEN. ROBERT F. KENNEDY AND THAT SEN. KENNEDY HAS, SPEAKING FOR THE KENNEDY FAMILY, APPROVED THE PUBLICATION OF SAME."

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 PHOTO COPIES OF THE ARTICLES TO MANCHESTER FOR 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 SEN. 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."

UNDER THE PAYMENT CLAUSE OF THE AGREEMENT, MANCHESTER RECEIVED \$365,000 UPON EXECUTION OF THE AGREEMENT, AUG. 11, 1966. THE BALANCE OF \$300,000 IS TO BE PAID IN FIVE APPROXIMATELY EQUAL ANNUAL INSTALLMENTS, BEGINNING JAN. 10, 1967.