

Richard Nixon Presidential Library
White House Special Files Collection
Folder List

<u>Box Number</u>	<u>Folder Number</u>	<u>Document Date</u>	<u>Document Type</u>	<u>Document Description</u>
23	8	10/14/1970	Letter	To: Kent Smith. From: Frank DeMarco. Re: The Richard Nixon Foundation.
23	8	09/01/1970	Letter	5 pages. To: The Richard Nixon Foundation. From: Funk & Wagnall, a Division of Reader's Digest Books, Inc. Re: Payment of Royalties.
23	8	09/25/1970	Letter	To: John Dean. From: Bruce Lee. Re: Copyright form for the copyright office.
23	8	09/30/1970	Form	Application for Registration of a Claim to Copyright. 2 pages.
23	8	09/24/1970	Letter	To: Frank DeMarco. From: John Dean. Re: Deed of gift of the Publishing Royalties.
23	8	09/22/1970	Letter	To: John Dean. From: Bruce Lee. Re: Agreement between Funk & Wagnalls and the Nixon Foundation.

<u>Box Number</u>	<u>Folder Number</u>	<u>Document Date</u>	<u>Document Type</u>	<u>Document Description</u>
23	8	09/21/1970	Letter	To: Bruce lee. From: frank DeMarco. Re: The Richard Nixon Foundation.
23	8	n.d.	Report	Deed of Gift of Publishing Royalties. 6 pages.
23	8	09/11/1970	Letter	To: Bruce Lee. From: John Dean. Re: Regarding the publication of "Setting the Course".
23	8	09/08/1970	Letter	To: Frank DeMarco. From: John Dean. Re: Agreement prepared by Funk & Wagnalls.
23	8	09/02/1970	Letter	To: John Dean. From: Bruce Lee. Re: Draft letter of agreement.
23	8	n.d.	Letter	To: The Richard Nixon Foundation. From: Funk & Wagnalls. Re: Payment by Funk & Wagnalls as publisher of "Setting the Course". 5 pages.
23	8	08/23/1970	Letter	To: John Dean. From: Bruce Lee. Re: Draft a letter of agreement.

<u>Box Number</u>	<u>Folder Number</u>	<u>Document Date</u>	<u>Document Type</u>	<u>Document Description</u>
23	8	08/19/1970	Letter	To: John Dean. From: Bruce Lee. Re: Discuss the contract with Miss Thomas.
23	8	08/17/1970	Letter	To: Bruce Lee. From: John Dean. Re: Legal implications of publishing "Setting the Course".
23	8	08/12/1970	Letter	To: Mr. Krogh. From: Bruce Lee. Re: Contractual problems of the book "Setting the Course".
23	8	07/10/1970	Letter	To: Richard Nixon. From: Hobart Lewis of Funk & Wagnalls. RE: Letter to set forth the terms of agreement. 3 pages.
23	8	07/15/1970	Letter	To: Hobart Lewis. From: Jim Keogh. Re: Contract for "Setting the Course" should be sent to Egil Krogh.
23	8	07/14/1970	Letter	To: James Keogh. Re: Enclosed draft letter from Funk & Wagnalls to the President.
23	8	n.d.	Memo	Handwritten notes. 2 pages.

<u>Box Number</u>	<u>Folder Number</u>	<u>Document Date</u>	<u>Document Type</u>	<u>Document Description</u>
23	8	07/02/1971	Letter	To: Kathy Timberlake. Re: Concern with your well being. Duplicate not scanned.
23	8	06/30/1971	Memo	To: Rose Mary Woods. From: John Dean. Re: Suggested Response to Letter from Katherine Timberlake.
23	8	n.d.	Memo	From: John Dean. Re: Rose Woods.
23	8	06/29/1971	Memo	To: John Dean. From: Bruce Kehrli. Re: Changes in Letter.
23	8	06/23/1971	Memo	To: HR Haldeman & Rose Mary Woods. From: John Dean. Re: Suggested Response to Letter from Katherine Timberlake. 2 pages.
23	8	06/01/1971	Letter	To: Nixon. From: Kathy Timberlake. Re: Life existence has become unbearable.
23	8	06/23/1971	Letter	To: Gertrude Hansen. From: John Dean. Re: Thanks for letter regarding Kathy Timberlake.

<u>Box Number</u>	<u>Folder Number</u>	<u>Document Date</u>	<u>Document Type</u>	<u>Document Description</u>
23	8	06/23/1971	Letter	To: Francis Brown. From: John Dean. Re: Thanks for letter regarding Kathy Timberlake.
23	8	06/23/1971	Letter	To: Lillian Guthrie. From: John Dean. Re: Thanks for letter regarding Kathy Timberlake.
23	8	06/23/1971	Letter	To: Maria Ruiz. From: John Dean. Re: Thanks for letter regarding Kathy Timberlake.
23	8	06/23/1971	Letter	To: Phillip Star. From: John Dean. Re: Thanks for letter regarding Kathy Timberlake.
23	8	07/20/1971	Letter	To: Mrs. Burns. From: John Dean. Re: Thanks for letter regarding Kathy Timberlake.
23	8	06/03/1971	Memo	To: John Dean. From: Jerry Warren. Re: Katherine Timberlake.
23	8	06/02/1971	Letter	To: Ron Ziegler. From: Jerry Warren. Re: Kathy Timberlake's letter to the Santa Rosa newspaper.

<u>Box Number</u>	<u>Folder Number</u>	<u>Document Date</u>	<u>Document Type</u>	<u>Document Description</u>
23	8	03/04/1970	Letter	Invitation to Mr. and Mrs. Phillip Milhous 30th Wedding Anniversary.
23	8	n.d.	Letter	Thinking of You Card
23	8	05/18/1971	Letter	To: Frances & Philip Timberlake. Re: Affectionate Regards.
23	8	n.d.	Memo	Question and answer session with Mr. Ziegler.
23	8	n.d.	Newspaper	Nixon's Cousin. Written by unknown author for unknown newspaper. Not scanned.
23	8	06/04/1971	Letter	To: Frank DeMarco. From: John Dean. Re: Survey the President's property at San Clemente.
23	8	08/16/1971	Letter	To: John Dean. From: Frank DeMarco. Re: Presidential Papers. 2 pages.

<u>Box Number</u>	<u>Folder Number</u>	<u>Document Date</u>	<u>Document Type</u>	<u>Document Description</u>
23	8	09/31/1971	Memo	To: Frank DeMarco. From: Weston Johnson. Re: Ownership of memo generated by the executive department of the federal government.
23	8	n.d.	Other Document	The Paper Trust. By Bernard A. Weisberger. Not scanned.
23	8	n.d.	Financial Records	Gross Estate, Martial Deduction, Taxable Estate, Estate Tax, & Tax Saving.

LAW OFFICES
KALMBACH, DEMARCO, KNAPP & CHILLINGWORTH

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TELEPHONE (213) 625-2191

NEWPORT CENTER OFFICE
SUITE 900 · NEWPORT FINANCIAL PLAZA
550 NEWPORT CENTER DRIVE
NEWPORT BEACH, CALIFORNIA 92660
TELEPHONE (714) 644-4111

October 14, 1970

OF COUNSEL
JAMES R. KNAPP
JAMES H. O'CONNOR

HERBERT W. KALMBACH
FRANK DEMARCO, JR.
SHERWOOD C. CHILLINGWORTH
HAROLD BERAL
ALEXANDER BOWIE
ROBERT M. OLSON, JR.
ROBERT H. MORRISON
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THOMAS D. PECKENPAUGH
TERRY L. RHODES
OAKLEY C. FROST
ALAN R. WOLEN
WILLIAM A. KERR
LARRY B. THRALL
ERIC W. MARTENS
RALPH J. MORGAN
DAVID PATTERSON SMITH

Mr. Kent Smith
Assistant General Counsel
The Reader's Digest
200 Park Avenue
New York, New York 10017

RE: The Richard Nixon Foundation

Dear Mr. Smith:

After our telephone conversations last week,
I redrafted the proposed royalty agreement between my
client, The Richard Nixon Foundation, and Funk & Wagnalls.

I am enclosing a xerox copy of the redraft
which is dated September 1, 1970. If the form of this
document meets with your approval, please have it retyped
on your company's letterhead and provide me with three
executed copies. I shall have the copies countersigned
by the President of the Foundation and shall return a
fully executed copy to you.

Should you have any further questions please
telephone me.

Thank you for your assistance and cooperation
in this matter.

Very truly yours,

FRANK DE MARCO, JR.
For the Firm

FDM:rk
Enclosure
cc: Mr. John W. Dean, III, w/enc.

September 1, 1970

The Richard Nixon Foundation
Suite 1950
611 West Sixth Street
Los Angeles, California 90017

Gentlemen:

The undersigned, Funk & Wagnalls, a Division of Reader's Digest Books, Inc., is the exclusive owner of the common law and statutory copyright in and to, and is the sole and exclusive owner and publisher of, a certain written work entitled "SETTING THE COURSE: The First Year, Major Policy Statements by President Richard Nixon", (hereinafter referred to as "the Work").

This letter is to set forth the terms of payment to you by Funk & Wagnalls of certain royalties to accrue to you and to be paid to you as a result of the publication of the Work by Funk & Wagnalls.

It is agreed that from and after the date hereof Funk & Wagnalls shall publish the Work and shall pay to you the following sums, to wit:

1. On all copies of the regular trade edition sold in the United States (except as provided below), less returns, a royalty of fifteen percent (15%) of the cover price of the Work.
2. On all copies of a paperbound edition sold in the United States, a royalty of six percent (6%) of the cover price of the Work.
3. On all copies issued in a better style of binding than the regular edition, the same sum per copy as that paid on the regular edition.

4. On all copies sold for export, including copies sold to any foreign branch offices of Funk & Wagnalls, the applicable royalty percentages calculated only on the monies actually received by us for each copy so sold.
5. On all copies sold by the Mail Order or Subscription Book Departments of The Reader's Digest Association, Inc., or any of its affiliated companies, as distinct from sales made to bookstores or jobbers, a royalty of one-half (1/2) of the net sum received by Funk & Wagnalls.
6. On all copies sold from any printing of twenty-five hundred (2,500) copies or less made eighteen (18) months from the date of first publication, a royalty of seven and one-half percent (7-1/2%) of the cover price of the Work.
7. If Funk & Wagnalls should license the Work for publication under an imprint other than its own, fifty percent (50%) of the revenue, compensation or payment therefor.
8. Fifty percent (50%) of the net amount received by Funk & Wagnalls from a recognized book club for the right to publish the Work in whole or in part for distribution to its members.
9. From the sale or disposition of the so-called "subsidiary rights" in the Work, which "subsidiary rights" shall be defined as: serial rights before and after book publication, translations, digests, abridgments, selections and anthologies, fifty percent (50%) of the net amounts received by Funk & Wagnalls, provided, however, in the case of the licensing of subsidiary rights for publication in Great

Britain and for translation rights, seventy-five percent (75%) of the net amounts received by us.

10. From a sale of the Work at a reduced price after the remunerative sale of the Work, or any edition thereof, has, in the opinion of Funk & Wagnalls, ceased, ten percent (10%) of the amount received by Funk & Wagnalls for the copies sold, provided, however, that in no case shall said amount exceed the difference between the net amount received by us and the cost of manufacture.
11. No sums whatever shall be paid on copies of the Work given away to promote the sale of the Work, whether to regular promotional channels or to book stores, or purchased by way of discount to authors.

All rights in and to the Work not specifically covered under this agreement are reserved to you, The Richard Nixon Foundation.

We agree to remit the aforesaid sums to you in cash, semi-annually, as follows:

Statements of sales, receipts and earnings received by Funk & Wagnalls from publication of the Work shall be prepared semi-annually to June 30 and December 31 of each calendar year, and a statement and settlement thereof in cash shall be made to The Richard Nixon Foundation no later than the following August 31 and February 28 of each respective calendar year.

The Richard Nixon Foundation
September 1, 1970
Page Four

In addition to the foregoing grant, Funk & Wagnalls does hereby give and grant to The Richard Nixon Foundation the following rights in and to the Work in the event the Work shall be discontinued or go out of print in all editions, including reprints, whether under our imprint, or any other imprint licensed by us, to wit: Upon such discontinuation of publication, you, or any person, firm or corporation designated by you, shall have the right, within thirty (30) days after notice to you by us of the discontinuation of publication, to purchase the letter-press plates, electrotypes, or offset films of the Work, including any original engraving or illustration plates, at a cost equal to one-half (1/2) of the manufacturing cost to us of such items, together with all sheets and bound copies of the Work on hand at our manufacturing and storage costs. Upon such election to so purchase and the payment to us of the aforesaid purchase price, we shall, in addition, assign, convey and transfer to you, or your designee, all existing copyrights in the Work held by us.

If you shall not accept such sheets, bound copies, plates, films, or engravings within thirty (30) days of any offer from Funk & Wagnalls, or if payment therefor shall not have been made within thirty (30) days after such offer, then we may destroy the plates and sell all copies of the Work or sheets thereof, and this agreement shall then terminate and all rights in the Work shall revert to you or your assigns.

In case of bankruptcy, receivership, or assignment for the benefit of creditors of Funk & Wagnalls, the right of publication shall revert to you and thereupon this agreement shall terminate, however, you shall have the right to buy back any remaining copies or sheets at their fair market value.

This agreement, regardless of the place of its physical execution, shall be construed and interpreted in

The Richard Nixon Foundation
September 1, 1970
Page Five

accordance with the laws of the State of New York and shall be binding upon and inure to the benefit of your successors in interest and assigns, and the successors in interest and assigns of Funk & Wagnalls.

Funk & Wagnalls may assign any right hereby granted to it, but may not, without your prior written consent, assign this agreement in its entirety except to a wholly-owned subsidiary or in connection with the sale or transfer of substantially all of its business or any division or department thereof.

If the foregoing terms are satisfactory please execute both copies of this letter as provided below. Please return the executed copy to the undersigned and retain the original for your files.

Funk & Wagnalls is tremendously pleased to have this important book on its Fall 1970 list. We have ambitious plans for its sale and promotion. Thank you for your help and cooperation.

Sincerely yours,

FUNK & WAGNALLS, a Division
of Reader's Digest Books, Inc.

By _____
Hobart Lewis

THE RICHARD NIXON FOUNDATION

Agreed _____

Date _____



THE READER'S DIGEST

PLEASANTVILLE • N.Y. 10570

BRUCE LEE, ASSOCIATE EDITOR
200 PARK AVENUE, NEW YORK, N. Y. 10017
972-8420

September 25, 1970

Dear John:

Attached is a copy of the copyright form that will be submitted to the copyright office this coming Wednesday via first class mail.

I hope it meets your approval.

With best wishes,

John W. Dean, III
Counsel to the President
The White House
Washington, D.C. 20500

Application for Registration of a Claim to Copyright in a published book manufactured in the United States of America

CLASS A	REGISTRATION NO.
DO NOT WRITE HERE	

Instructions: Make sure that all applicable spaces have been completed before you submit the form. The application must be **SIGNED** at line 10 and the **AFFIDAVIT** (line 11) **must be COMPLETED AND NOTARIZED**. The application should not be submitted until after the date of publication given in line 4, and should state the facts which existed on that date. For further information, see page 4.

Pages 1 and 2 should be typewritten or printed with pen and ink. Pages 3 and 4 should contain exactly the same information as pages 1 and 2, but may be carbon copies. Mail all pages of the application to the Register of Copyrights, Library of Congress, Washington, D.C. 20540, together with 2 copies of the best edition of the work and the registration fee of \$6. Make your remittance payable to the Register of Copyrights.

1. Copyright Claimant(s) and Address(es): Give the name(s) and address(es) of the copyright owner(s). Ordinarily the name(s) should be the same as in the notice of copyright on the copies deposited.

Name Funk & Wagnalls, A Division of Reader's Digest Books, Inc.
380 Madison Avenue
Address New York, N. Y. 10017

Name _____
Address _____

2. Title: SETTING THE COURSE The First Year
(Give the title of the book as it appears on the title page)

Major Policy Statements of President Richard Nixon

3. Authors: Citizenship and domicile information must be given. Where a work was made for hire, the employer is the author. The citizenship of organizations formed under U.S. Federal or State law should be stated as U.S.A. Authors may be editors, compilers, translators, illustrators, etc., as well as authors of original text. If the copyright claim is based on new matter (see line 5) give requested information about the author of the new matter.

Name Funk & Wagnalls Div. of RD Books, Inc. Citizenship U. S. A.
(Give legal name followed by pseudonym if latter appears on the copies) (Name of country)

Domiciled in U.S.A. Yes No _____ Address New York, N.Y.

Name _____ Citizenship _____
(Give legal name followed by pseudonym if latter appears on the copies) (Name of country)

Domiciled in U.S.A. Yes _____ No _____ Address _____

Name _____ Citizenship _____
(Give legal name followed by pseudonym if latter appears on the copies) (Name of country)

Domiciled in U.S.A. Yes _____ No _____ Address _____

4. Date of Publication of This Edition: Give the complete date when copies of this particular edition were first placed on sale, sold, or publicly distributed. The date when copies were made or printed should not be confused with the date of publication. **NOTE:** The full date (month, day, and year) must be given. For further information, see page 4.

September 30, 1970
(Month) (Day) (Year)

➡ (NOTE: Leave line 5 blank unless the following instructions apply to this work.) ⚡

5. New Matter in This Version: If any substantial part of this work has been previously published anywhere, give a brief, general statement of the nature of the new matter published for the first time in this version. New matter may consist of compilation, translation, abridgment, editorial revision, and the like, as well as additional text or pictorial matter.

The compilation and editing of material, preface, table of contents, commentaries and index.

➡ NOTE: **Leave line 6 blank unless there has been a PREVIOUS FOREIGN EDITION in the English language.** ⚡

6. Book in English Previously Manufactured and Published Abroad: If all or a substantial part of the text of this edition was previously manufactured and published abroad in the English language, complete the following spaces:

Date of first publication of foreign edition _____ Was registration for the foreign edition made in the U.S. Copyright Office? Yes _____ No _____
(Year)

If your answer is "Yes," give registration number _____

Complete all applicable spaces on next page

EXAMINER	

7. If registration fee is to be charged to a deposit account established in the Copyright Office, give name of account:

8. Name and address of person or organization to whom correspondence or refund, if any, should be sent:

Name _____ Address _____

9. Send certificate to:

(Type or print Name name and address) Address

The Reader's Digest Association, Inc.
 Attention: Mrs. Dorothy S. Lynch
 (Number and street)
 Pleasantville, New York 10570
 (City) (State) (ZIP code)

10. Certification: (NOTE: Application not acceptable unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.

Dorothy S. Lynch
 (Signature of copyright claimant or duly authorized agent)

11. Affidavit (required by law.) Instructions: (1) Fill in the blank spaces with special attention to those marked "(X)." (2) Sign the affidavit before an officer authorized to administer oaths within the United States, such as a notary public. (3) Have the officer sign and seal the affidavit and fill in the date of execution.

NOTE: The affidavit must be signed and notarized only on or after the date of publication or completion of printing which it states. The affidavit must be signed by an individual.

STATE OF New York
 COUNTY OF Westchester

- I, the undersigned, depose and say that I am the
- Person claiming copyright in the book described in this application;
 - Duly authorized agent of the person or organization claiming copyright in the book described in this application;
 - Printer of the book described in this application.

That the book was published or the printing was completed on: (X) September 30, 1970
 (Give month, day, and year)

That, of the various processes employed in the production of the copies deposited, the setting of the type was performed within the limits of the United States or the making of the plates was performed within the limits of the United States from type set therein; or the lithographic or photoengraving processes used in producing the text were wholly performed within the limits of the United States, and that the printing of the text and the binding (if any) were also performed within the limits of the United States. That such typesetting, platemaking, lithographic or photoengraving process, printing, and binding were performed by the following establishments or individuals at the following addresses:

(GIVE THE NAMES AND ADDRESSES OF THE PERSONS OR ORGANIZATIONS WHO PERFORMED SUCH TYPESETTING OR PLATE MAKING OR LITHOGRAPHIC PROCESS OR PHOTOENGRAVING PROCESS OR PRINTING AND BINDING, ETC.)

Names (X) <u>Mahony & Roesse</u>	Addresses (X) <u>H. Wolff Bk. Mfg. Co., Inc.</u>
<u>352 West Street</u>	<u>508 West 26th Street</u>
<u>New York, N.Y. 10014</u>	<u>New York, N.Y. 10001</u>

Dorothy S. Lynch
 (Signature of affiant)

(Sign and notarize only on or after date given above)

PLACE
 NOTARIAL SEAL
 HERE

Subscribed and sworn to before me this _____
 affirmed day of _____, 19____

(Signature of notary)

FOR COPYRIGHT OFFICE USE ONLY	
Application and affidavit received	
Two copies received	
Fee received	
Renewal	

September 24, 1970

Dear Frank:

I have received a copy of your letter of September 21, 1970 to Bruce Lee regarding the Deed of Gift of the Publishing Royalties in the recently prepared work entitled "Setting the Course". I have reviewed the draft of the Deed and find no problems with it from my vantage point.

With best regards, I am

Sincerely,

John W. Dean, III
Counsel to the President

Mr. Frank DeMarco, Jr.
Kalmbach, DeMarco, Knapp
and Chillingworth
611 West Sixth Street
Los Angeles, California 90017

Letter rec'd
crossed in mail



THE READER'S DIGEST

PLEASANTVILLE • N.Y. 10570

BRUCE LEE, ASSOCIATE EDITOR
200 PARK AVENUE, NEW YORK, N. Y. 10017
972-8420

September 22, 1970

Dear John:

My apologies for bothering you, but I have not yet heard from Mr. DeMarco about the arrangements to be worked out between Funk & Wagnalls and the Nixon Foundation regarding the publication of "Setting the Course."

In view of the forthcoming publication date (Sept. 30th) and the advertising campaign (this Sunday's Times), it might be wise if we could wrap the matter up quickly.

Again, thanks for your help.

With best wishes,

Bruce

John W. Dean, III
Counsel to the President
The White House
Washington, D.C. 20500

LAW OFFICES
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HERBERT W. KALMBACH
FRANK DeMARCO, JR.
SHERWOOD C. CHILLINGWORTH
HAROLD BERAL
ALEXANDER BOWIE
ROBERT M. OLSON, JR.
ROBERT H. MORRISON
RICHARD C. GREENBERG
THOMAS D. PECKENPAUGH
TERRY L. RHODES
OAKLEY C. FROST
ALAN R. WOLEN
WILLIAM A. KERR
LARRY B. THRALL
ERIC W. MARTENS
RALPH J. MORGAN
DAVID PATTERSON SMITH

September 21, 1970

OF COUNSEL
JAMES R. KNAPP
JAMES H. O'CONNOR

Mr. Bruce Lee
Associate Editor
The Reader's Digest
200 Park Avenue
New York, New York 10017

Re: The Richard Nixon Foundation

Dear Mr. Lee:

On behalf of the Richard Nixon Foundation, we are enclosing a redraft of the form of the proposed gift of publishing royalties to be made by Funk & Wagnalls to The Richard Nixon Foundation. This is a redraft of the material you delivered to Mr. John W. Dean, III. We have tried to preserve the flavor of your version as respects the computation of royalties to be donated. However, as you shall see from a review of the enclosure, we feel it more appropriate that the document be structured in the form of a unilateral deed of gift from the publisher to The Foundation. I would appreciate it if you would examine this enclosure and let me have your comments before we agree on a final version.

The Foundation, of course, is pleased that your organization has elected to make this gift, and will be most appreciative irrespective of the form of the document upon which we may finally agree.

I shall look forward to hearing from you. Should you have any questions respecting the enclosures, please feel free to telephone me at our Los Angeles office.

Very truly yours,

FRANK DE MARCO, JR.
For the Firm

FDM:gem
Enc.

cc: Mr. John W. Dean, III (w/enc.)

DEED OF GIFT OF PUBLISHING ROYALTIES

The undersigned, FUNK & WAGNALLS, a Division of Reader's Digest Books, Inc. (hereinafter referred to as "donor"), is the exclusive owner of the common law and statutory copyright in and to, and is the sole and exclusive owner and publisher of, a certain written work entitled "SETTING THE COURSE: The First Year, Major Policy Statements by President Richard Nixon", (hereinafter referred to as "the Work"), and as such owner desires by this instrument to give and convey to the hereinafter named donee by way of royalty, as that term is understood generally in the publishing business, a present vested interest in and to certain of the monies and other things of value to be received by donor from the publication, sale and dissemination of the Work, from and after the date hereof.

The undersigned, therefore, does hereby give, assign, grant, transfer, set over and convey to THE RICHARD NIXON FOUNDATION, a corporation organized under the general nonprofit corporation law of the State of California, and duly qualified as an exempt organization under Section 501(c)(3) of the Internal Revenue Code (hereinafter referred to as "donee"), without consideration and by way of gift, a present vested interest in and to those certain portions of

the proceeds to be received by donor from the sale, disposition or other dissemination or exploitation of the Work, as are hereinafter specifically enumerated, to wit:

1. On all copies of the regular trade edition sold in the United States (except as provided below), less returns, a royalty of fifteen percent (15%) of the cover price of the Work.

2. On all copies of a paperbound edition sold in the United States, a royalty of six percent (6%) of the cover price of the Work.

3. On all copies issued in a better style of binding than the regular edition, the same sum per copy as that paid on the regular edition.

4. On all copies sold for export, including copies sold to any foreign branch offices of donor, the applicable royalty percentages calculated only on the monies actually received by donor for each copy so sold.

5. On all copies sold by the Mail Order or Subscription Book Departments of The Reader's Digest Association, Inc., or any of its affiliated companies, as distinct from sales made to bookstores or jobbers, a royalty of one-half (1/2) of the net sum received by donor.

6. On all copies sold from any printing of twenty-five hundred (2,500) copies or less made eighteen (18) months from the date of first publication, a royalty of seven and one-half percent (7-1/2%) of the cover price of the Work.

7. If donor should license the Work for publication under an imprint other than its own, fifty percent (50%) of the revenue, compensation or payment therefor.

8. Fifty percent (50%) of the net amount received by donor from a recognized book club for the right to publish the Work in whole or in part for distribution to its members.

9. From the sale or disposition of the so-called "subsidiary rights" in the Work, which "subsidiary rights" shall be defined as: serial rights before and after book publication, translations, digests, abridgments, selections and anthologies, fifty percent (50%) of the net amounts received by donor, provided, however, in the case of the licensing of subsidiary rights for publication in Great Britain and for translation rights, seventy-five percent (75%) of the net amounts received by donor.

10. From a sale of the Work at a reduced price after the remunerative sale of the Work, or any edition thereof, has, in the opinion of donor, ceased, ten percent (10%) of the amount received by donor for the copies sold, provided, however, that in no case shall said amount exceed the difference between the net amount received by donor and the cost of manufacture.

11. No sums whatever shall be paid on copies of the Work given away to promote the sale of the Work, whether to regular promotional channels or to book stores, or purchased by way of discount to authors.

All rights not specifically granted and conveyed to donee under this instrument are reserved to donor, its successors and assigns.

The rights and interests in the Work specifically given, assigned, transferred, set over, granted and conveyed to donee as enumerated in items 1 through 10, inclusive, above are made without any reservation to the undersigned in or to those portions of the monies or other things of value to be received from the publication of the Work so specifically enumerated.

This instrument constitutes donee the present vested owner of the rights to receive the sums and other things of value specifically enumerated above, provided, however, donor shall act as donee's agent and trustee for the collection and segregation of those portions of the sums to be received by donor from the publication of the Work as specifically granted to donee hereunder, and donor shall remit said sums to donee in cash semiannually as follows:

Statements of sales, receipts and earnings received by donor from publication of the Work shall be prepared semiannually to June 30 and December 31 of each calendar year, and a statement and settlement thereof in cash shall be made to donee no later than the following August 31 and February 28 of each respective calendar year.

In addition to the foregoing grant, donor does hereby give and grant to donee the following rights in and to the Work in the event the Work shall be discontinued or go out of print in all editions, including reprints, whether under donor's imprint, or any other imprint licensed by donor, to wit: Upon such discontinuation of publication, donee, or any person, firm or corporation designated by donee, shall have the right, within thirty (30) days after notice to donee by donor of the discontinuation of publication, to purchase the letter-press plates, electrotypes, or offset films of the Work, including any original engraving or illustration plates, at a cost equal to one-half (1/2) of the manufacturing cost to donor of such items, together with all sheets and bound copies of the Work on hand at donor's manufacturing and storage costs. Upon such election to so purchase and the payment to donor of the aforesaid purchase price, donor shall, in addition, assign, convey and transfer to donee, or donee's designee, all existing copyrights in the Work held by donor.

This instrument and the gifts, benefits and rights granted and conveyed to donee hereunder, shall be binding upon donor's assigns and successors in interest, and the said rights granted donee shall be deemed to run with the copyright ownership and publication rights in and to the Work.

IN WITNESS WHEREOF, this Deed of Gift of Publishing Royalties is made and executed at New York, New York, this _____ day of September, 1970.

FUNK & WAGNALLS, a Division of
Reader's Digest Books, Inc.

By _____
HOBART LEWIS

September 11, 1970

Dear Bruce;

I met this morning with Mr. Frank DeMarco to discuss the arrangement to be worked out between Funk and Wagnalls and the Nixon Foundation regarding the publication of "Setting the Course." Mr. DeMarco is a member of the law firm that represents the Nixon Foundation. You should anticipate receiving a revised draft of the arrangement directly from Mr. DeMarco and I would like to request that you deal directly with him in working out the arrangement. Mr. DeMarco will keep me informed as he sees necessary.

Thank you for your assistance.

With regards, I am

Sincerely,

John W. Dean, III
Counsel to the President

Mr. Bruce Lee
Associate Editor
The Reader's Digest
290 Park Avenue
New York, New York 10017

cc: Mr. Frank DeMarco, Jr.

September 8, 1970

Dear Frank:

I am sorry we were unable to visit while I was in California, but I am looking forward to your forthcoming visit to the East.

I am enclosing a draft of a letter of agreement prepared by Funk and Wagnalls for turning over royalties for "Setting the Course" to the Nixon Foundation. The document raises a number of questions in my mind that I would like to discuss with you when we visit.

Sincerely,

John W. Dean, III
Counsel to the President

Mr. Frank DeMarco, Jr.
Kalmbach, DeMarco, Knapp and
Chillingworth
611 West Sixth Street
Los Angeles, California 90017

Enclosure



THE READER'S DIGEST

PLEASANTVILLE • N.Y. 10570

BRUCE LEE, ASSOCIATE EDITOR
200 PARK AVENUE, NEW YORK, N. Y. 10017
972-8420

September 2, 1970

Dear John:

Attached is a draft letter of agreement between Funk & Wagnalls and The Richard Nixon Foundation regarding the book: **SETTING THE COURSE**. The draft has been double spaced so that you can make any corrections you feel are necessary.

One thing we will need is the Foundation's address.

If you'll return the corrected draft, my office will type up final copies for the signatures of both parties.

Many thanks, and

With best wishes,

Mr. John W. Dean
Counsel to the President
The White House
Washington, D.C. 20500

FUNK & WAGNALLS

380 Madison Avenue, New York,
New York 10017

The Richard Nixon Foundation

Gentlemen:

This letter is to set forth the terms of payment to you by Funk & Wagnalls, a Division of Reader's Digest Books, Inc., ("F&W") 380 Madison Avenue, New York, N.Y. 10017 as publisher of a work entitled "SETTING THE COURSE: The First Year, Major Policy Statements by President Richard Nixon" ("the Work"). It is mutually agreed that, F&W shall publish the Work in September, 1970, and shall pay:

1. On all copies of the regular trade edition sold in the United States (except as provided below), less returns, a royalty of 15% of the cover price of the Work;
2. On all copies of a paperbound edition sold in the United States, a royalty of six per cent (6%) of the cover price of the Work;
3. On all copies issued in a better style of binding than the regular edition, the same sum per copy as that paid on the regular edition.
4. On all copies sold for export, including copies sold to any foreign branch offices of F&W, the applicable royalty percentages calculated only on the monies actually received by F&W for each copy so sold.

5. On all copies sold by the Mail Order or Subscription Book Departments of The Reader's Digest Association, Inc., or any of its affiliated companies, as distinct from sales made to bookstores or jobbers, a royalty of one-half of the net sum received by F&W.
6. On all copies sold from any printing of twenty-five hundred (2500) copies or less, made eighteen (18) months from the date of first publication, a royalty of $7\frac{1}{2}\%$ of the cover price of the Work.
7. If F&W should license the Work for publication under an imprint other than its own, the revenue, compensation, or payment therefor shall be divided equally between F&W and you.
8. Fifty per cent (50%) of the net amount received by F&W from a recognized book club for the right to publish the Work in whole or in part for distribution to its members.
9. The following shall be considered as subsidiary rights: serial rights before and after book publication, translations, digests, abridgments, selections, anthologies. Except as stated hereinafter, the division of receipts from the sales of subsidiary rights shall be fifty per cent (50%) to you and fifty per cent (50%) to F&W.

In the case of the licensing of subsidiary rights for publication in Great Britain and for translation rights the division of receipts shall be: seventy-five per cent (75%) to you and twenty-five per cent (25%) to F&W of the net amounts received by F&W.

10. F&W may publish or may permit others to publish such selections from the Work as it may deem likely to promote its sales, without compensation to you. F&W is also authorized to grant permission, at no charge and without paying royalty, for the use of the Work in whole or in part by recognized organizations for the disabled.

All rights not specifically covered under this agreement are reserved.

If F&W shall sell the Work at a reduced price after the remunerative sale of the Work, or any edition thereof, has in its opinion ceased, it shall pay you ten per cent (10%) of the amount received for the copies sold, provided, however, that in no case shall the amount paid exceed the difference between the net amount received by F&W and the cost of manufacture.

No royalty whatever shall be paid on copies of the Work given away to promote the sale of the Work, whether to regular promotional channels or to book stores, or purchased by you at F&W's discount to authors.

Statements of sales and earnings shall be made up semi-annually, to June 30 and December 31, and statement and settlement thereof in cash shall be made the following August 31 and February 28, respectively. Whenever the semi-annual earnings fall below twenty-five (25%), no accounting or payment shall be made until the next settlement date after the earnings have aggregated twenty-five dollars (\$25).

At such time as you and F&W shall mutually agree, F&W may discontinue publication. If the Work shall be discontinued or go out of print in

all editions, including reprints, whether under F&W's imprint or any other imprint licensed by F&W, then F&W may offer the letterpress plates, electrotypes, or offset films of the Work, including any original engraving or illustration plates, to you or ^{your} assigns, for purchase at one-half ($\frac{1}{2}$) their cost of manufacture, as well as all sheets and bound copies of the Work on hand, at manufacturing and storage costs. You or your assigns, shall have the right within thirty (30) days after any such offer to take and pay for such plates, films, engravings, sheets, or bound copies, and in addition F&W shall thereupon transfer to you all existing copyrights in the Work held by it.

If you shall not accept such sheets, bound copies, plates, films, or engravings within thirty (30) days of any offer from F&W, or if payment therefor shall not have been made within thirty (30) days after such offer, then F&W may destroy the plates and sell all the copies of the Work or sheets thereof, and this Agreement shall then terminate, all rights in the Work reverting to you or assigns.

In case of bankruptcy, receivership, or assignment for benefit of creditors of F&W, the right of publication shall revert to you and thereupon this agreement shall terminate, but you shall have the right to buy back any remaining copies or sheets at their fair market value.

This Agreement, regardless of the place of its physical execution, shall be construed and interpreted according to the laws of the State of New York and shall be binding upon and shall inure to the

benefit of your heirs and personal representatives and the successors and assigns of F&W.

F&W may assign any right hereby granted to it, but may not, without the prior written consent of you, assign this Agreement in its entirety except to a wholly-owned subsidiary or in connection with the sale or transfer of substantially all its business or any division or department thereof.

If these terms are satisfactory to you, please sign both copies of this letter in the space below. Keep the original for your files and please return the copy to me.

Funk & Wagnalls is tremendously pleased to have this important book on its Fall 1970 list. It has ambitious plans for its sale and promotion. Thank you for your help and cooperation.

Sincerely yours,

Hobart Lewis
for Funk & Wagnalls

The Richard Nixon Foundation

Agreed _____

Date _____



THE READER'S DIGEST

PLEASANTVILLE • N.Y. 10570

BRUCE LEE, ASSOCIATE EDITOR
200 PARK AVENUE, NEW YORK, N. Y. 10017
972-8420

August 28, 1970

Dear John:

Thank you very much for meeting with me yesterday.

Your advice was most helpful and we will proceed accordingly. It should not take long to draft a letter of agreement and I hope to have it in your hands within 10 days. The copyright application, and the public notice in future editions, will be done as we discussed.

Again, my thanks and

With best wishes,

Bruce

Mr. John Dean
Counsel to the President
The White House
Washington, D.C. 20500



THE READER'S DIGEST

PLEASANTVILLE • N.Y. 10570

BRUCE LEE, ASSOCIATE EDITOR
200 PARK AVENUE, NEW YORK, N. Y. 10017
972-8420

August 19, 1970

Dear Mr. Dean:

Thank you very much for your letter of August 17th.

Miss Thomas has been most helpful and I would be delighted to discuss the contract with you at 11 a.m. on Thursday, August 27th.

Miss Thomas mentioned that you do not have a background file of correspondence on the contract. Therefore I am enclosing Xerox copies of all the material I have on hand. I regret that there has been some confusion, but I received the assignment to head the Reader's Digest Press only 10 days ago and I've been somewhat swamped trying to clear the decks for action.

Thank you for your help.

Sincerely yours,

Bruce Lee

John W. Dean, III
Counsel to the President
The White House
Washington, D.C. 20500

August 17, 1970

8:00 AM
11 AM
1:00 PM
4:00 PM

Dear Mr. Lee:

Your letter to Mr. Krogh of August 12, 1970, regarding the forthcoming publication of "Setting the Course" -- Major Messages and Statements by Richard Nixon, has been referred to me. I think it would be most helpful if you could come to Washington to discuss the legal implications of the publication.

If you will phone my Secretary, Miss Jane Thomas, we can arrange such a meeting at a mutually convenient time.

Sincerely,

John W. Dean, III
Counsel to the President

Mr. Bruce Lee
Associate Editor
The Reader's Digest
200 Park Avenue
New York, New York 10017



THE READER'S DIGEST

PLEASANTVILLE • N. Y. 10570

BRUCE LEE, ASSOCIATE EDITOR
200 PARK AVENUE, NEW YORK, N. Y. 10017
972-8420

August 12, 1970

Dear Mr. Krogh:

I am writing in reply to Jim Keogh's letter of 15 July 1970 to Hobart Lewis regarding the contractual problems of the book to be published by Funk & Wagnalls this September: "Setting the Course" -- Major Messages and Statements by Richard Nixon.

The question raised by Mr. Keogh is "whether the President can or should accept royalties for himself or for some other recipient."

In view of the impending publication date we would appreciate your help in ironing out this and any other contractual problems as soon as possible. To do this, I can come to Washington any time that suits your convenience.

Thank you very much.

Sincerely yours,

Mr. Egil Krogh, Jr.
Deputy Assistant to the President
for Domestic Affairs
The White House
Washington, D.C.

FUNK & WAGNALLS

380 Madison Avenue, New York, N.Y. 10017
Telephone (212) 972-3400

July 10, 1970

The President
The White House
Washington, D.C.

Dear Mr. President:

This letter is to set forth the terms of the agreement between you and Funk & Wagnalls, a Division of Reader's Digest Books, Inc., ("F&W") 380 Madison Avenue, New York, N.Y. 10021 for the publication of a work entitled "SETTING THE COURSE: The First Year, Major Policy Statements by President Richard Nixon." ("the Work") It is mutually agreed that,

You grant to F&W and its successors and assigns, during the full term of copyright and all renewals thereof, full, sole, and exclusive right; to print, publish, and sell the Work in the English language, in book form, in both clothbound and paperbound editions, throughout the world; to license publication of the Work in book form, in any language, throughout the world; to license publication of the Work by book clubs; to license publication of the Work in paperbound editions; to sell or otherwise exploit the subsidiary rights set forth in paragraph 9.

F&W shall publish the Work in September, 1970, and shall pay to you:

1. On all copies of the regular trade edition sold in the United States (except as provided below), less returns, a royalty of 15% of the cover price of the Work;
2. On all copies of a paperbound edition sold in the United States, a royalty of six per cent (6%) of the cover price of the Work;
3. On all copies issued in a better style of binding than the regular edition, the same sum per copy as that paid on the regular edition.
4. On all copies sold for export, including copies sold to any foreign branch offices of F&W, the applicable royalty percentages calculated only on the monies actually received by F&W for each copy so sold.
5. On all copies sold by the Mail Order or Subscription Book Departments of The Reader's Digest Association, Inc., or any of its affiliated companies, as distinct from sales made to bookstores or jobbers, a royalty of one-half of the net sum received by F&W.

A division of Reader's Digest Books, Inc.

6. On all copies sold from any printing of twenty-five hundred (2500) copies or less, made eighteen (18) months from the date of first publication, a royalty of 7½% of the cover price of the Work.
7. If F&W should license the Work for publication under an imprint other than its own, the revenue, compensation, or payment therefor shall be divided equally between F&W and you.
8. Fifty per cent (50%) of the net amount received by F&W from a recognized book club for the right to publish the Work in whole or in part for distribution to its members.
9. The following shall be considered as subsidiary rights: serial rights before and after book publication, translations, digests, abridgments, selections, anthologies. Except as stated herein-after, the division of receipts from the sales of subsidiary rights shall be fifty per cent (50%) to you and fifty per cent (50%) to F&W.

In the case of the licensing of subsidiary rights for publication in Great Britain and for translation rights the division of receipts shall be: seventy-five per cent (75%) to you and twenty-five per cent (25%) to F&W of the net amounts received by F&W.

10. F&W may publish or may permit others to publish such selections from the Work as it may deem likely to promote its sales, without compensation to you. F&W is also authorized to grant permission, at no charge and without paying royalty, for the use of the Work in whole or in part by recognized organizations for the disabled.

All rights not specifically granted to F&W under this agreement are reserved by you.

If F&W shall sell the Work at a reduced price after the remunerative sale of the Work, or any edition thereof, has in its opinion ceased, it shall pay you ten per cent (10%) of the amount received for the copies sold, provided, however, that in no case shall the amount paid exceed the difference between the net amount received by F&W and the cost of manufacture.

No royalty whatever shall be paid on copies of the Work given away to promote the sale of the Work, whether to regular promotional channels or to book stores, or purchased by you at F&W's discount to authors.

Statements of sales and earnings shall be made up semi-annually, to June 30 and December 31, and statement and settlement thereof in cash shall be made the following August 31 and February 28, respectively. Whenever the semi-annual earnings fall below twenty-five (\$25), no accounting or payment shall be made until the next settlement date after the earnings have aggregated twenty-five dollars (\$25).

At such time as you and F&W shall mutually agree, F&W may discontinue publication. If the Work shall be discontinued or go out of print in all editions, including reprints, whether under F&W's imprint or any other imprint licensed by F&W, then F&W may offer the letter-press plates, electrotypes, or offset films of the Work, including any original engraving or illustration plates, to you or your heirs or assigns, for purchase at one-half ($\frac{1}{2}$) their cost of manufacture, as well as all sheets and bound copies of the Work on hand, at manufacturing and storage costs. You or your heirs or assigns, shall have the right within thirty (30) days after any such offer to take and pay for such plates, films, engravings, sheets, or bound copies, and in addition F&W shall thereupon transfer to you all existing copyrights in the Work held by it.

If you shall not accept such sheets, bound copies, plates, films, or engravings within thirty (30) days of any offer from F&W, or if payment therefor shall not have been made within thirty (30) days after such offer, then F&W may destroy the plates and sell all the copies of the Work or sheets thereof, and this Agreement shall then terminate, all rights in the Work reverting to you, your heirs or assigns.

In case of bankruptcy, receivership, or assignment for benefit of creditors of F&W, the right of publication shall revert to you and thereupon this agreement shall terminate, but you shall have the right to buy back any remaining copies or sheets at their fair market value.

This Agreement, regardless of the place of its physical execution, shall be construed and interpreted according to the laws of the State of New York and shall be binding upon and shall inure to the benefit of your heirs and personal representatives and the successors and assigns of F&W.

F&W may assign any right hereby granted to it, but may not, without the prior written consent of you, assign this Agreement in its entirety except to a wholly-owned subsidiary or in connection with the sale or transfer of substantially all its business or any division or department thereof.

If these terms are satisfactory to you, please sign both copies of this letter in the space below. Keep the original for your files and please return the copy to me.

Funk & Wagnalls is tremendously pleased to have this important book on its Fall 1970 list. It has ambitious plans for its sale and promotion. Thank you for your permission to let us publish this book and for your help and cooperation.

Sincerely yours,

Hobart Lewis
for Funk & Wagnalls

Agreed _____

Date _____

THE WHITE HOUSE
WASHINGTON

JUL 20 1970

July 15, 1970

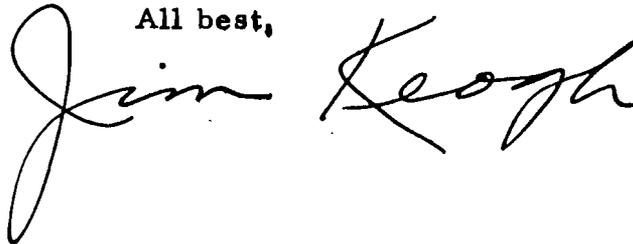
Dear Hobe:

The letter about the contract for Setting the Course should be sent to Egil Krogh, Jr., Deputy Assistant to the President for Domestic Affairs. He has been handling such legal matters and is now in the process of turning over those duties to John Dean, newly appointed Counsel to the President. Your people may ultimately deal with either Krogh or Dean or both.

In the covering note to Krogh, I suggest that you make a special point about the royalties. Just what to do about these may be the most difficult question to be resolved. I assume that what you have done here is simply include the more or less standard terms. The question that will need to be answered here is whether the President can or should accept royalties for himself or for some other recipient.

Let me say that I was most impressed by the professionalism and dispatch with which the book was put together.

All best,

A handwritten signature in cursive script that reads "Jim Keogh". The signature is written in dark ink and is positioned to the right of the typed name "Jim Keogh".

Mr. Hobart Lewis
Editor-in-Chief
Readers Digest
Pleasantville, New York 10570

July 14, 1970

Dear Jim:

I am enclosing a draft of a letter from Funk & Wagnalls to the President, regarding the contract for the book which will be published in September; "Setting the Course" -- Major Messages and Statements by Richard Nixon.

This draft of the letter contract is intended for your inspection only, and I hope you will let me know if the letter should be addressed to you or someone else in the White House, who is acting for the President.

The book is progressing nicely. We plan to sell it for \$10, and to have an initial printing of 10,000 copies. Our people are very enthusiastic about it. I have seen the jacket and it is a handsome one. As soon as we have bound copies we will send you the first one.

Won't you let me know how to proceed with the contract?

The best to you.

Sincerely,

Mr. James Keogh
The White House
Washington, D. C.

Presidential return to ref

~~at~~
Very narrow claim in MS -

Presidential disclaimer in ref at -

F&W recognizing the Presidential
input & their make a voluntary
contribution.

No. of F&W being given exclusive
rights to material.

Kennedy - had exclusion provision

~~##~~

Copyright - issue

Notion for his papers - not for
copyright papers

[Said Bantam copy of application]

Application issue #2 [TITLE] include PD

#3 } Wilson [if applying for issue] ?
F & W in

~~##~~

#5 claim: copy claimed in -

"excepting but for
public documents" -

[Committee, Cabinet, Register
Index, Committees]

Public notice - unlimited -

How extensive have the changes been
in the speeches

the general notice would let the whole
people from publishing.

This prob. could cover by statement on 2nd
Ed. that no © claimed in pub domain
material, pub speeches, etc.

June 30, 1971

MEMORANDUM FOR: ROSE MARY WOODS
FROM: JOHN DEAN
SUBJECT: Suggested Response to Letter
from Katherine Timberlake

Attached for the President's signature is a reply to Katherine Timberlake's letter of June 1, 1971. I would appreciate being advised when it is signed and sent.

Thank you.

Attachment

July 2, 1971

Dear Kathy:

Mrs. Nixon and I were disturbed and saddened to learn of the difficult period that you are undergoing.

We understand from your parents that they are anxious that you receive every possible form of help and that they hope you will accept their offers of assistance. Mrs. Nixon and I share with your parents a continuing interest and deep concern in your well being.

Our prayers are with you, and our hopes that these trying times will soon pass.

Sincerely,

**Miss Kathy Timberlake
20 Charles Street, Number 2
Cotati, California 94928**

To Rev. Harry W. ... 7/2/71

THE WHITE HOUSE

WASHINGTON

(Date)

TO:

 Duke

FROM:

JOHN DEAN

ACTION:

DUE DATE: _____

- _____ Prepare reply
for John Dean's signature
- _____ Direct Reply
- _____ Comments/Recommendations
- _____ Please Handle
- _____ Information
- _____ File

REMARKS:

*Prepare to go forward to
Rose Wood - John speak
R500 -
we should be advised when signed
to sent*

THE WHITE HOUSE
WASHINGTON

Date June 29, 1971

TO: JOHN DEAN
FROM: BRUCE KEHRLI

Please note changes
in letter.

B.

DEAN

THE WHITE HOUSE
WASHINGTON

June 23, 1971

MEMORANDUM FOR: H. R. HALDEMAN
ROSE MARY WOODS

FROM: JOHN DEAN 

SUBJECT: Suggested Response to Letter
from Katherine Timberlake

On June 1, 1971, Katherine Timberlake, the granddaughter of Edith Milhous Timberlake, wrote the letter attached at Tab A. Prior to mailing the letter, copies were distributed to the press in California. To date limited press coverage has been given to the letter. Upon receipt of the letter here Frank DeMarco was contacted and asked to work with Ed Nixon in the handling of this situation. Ed Nixon indicated that he had no rapport with this side of the family and he knew nothing regarding the circumstances which may have led to the letter.

On Wednesday, June 16, DeMarco called Katherine's father, Dr. Philip Timberlake in Newport, California. He stated that "the less done the better." He felt Katherine sent the letter for publicity, and that she had set it up with the press beforehand. He stated, "no one in the family expects that the President either could or should do anything." He feels Katherine got the attention she was seeking. Dr. Timberlake stated he is willing to help Katherine, but she does not want his help. The State Department of Welfare has been in touch with Dr. Timberlake as a result of her welfare application. He is also receiving mail as a result of the publicity. DeMarco talked with Mrs. Timberlake on June 17, 1971. At that time she voiced her concern for her daughter and expressed a willingness to help if she could, but apparently also feels there is little she can do. She feels that a letter from the President would put the matter to rest.

DeMarco has also tried to telephone Katherine, but found that she does not have a telephone and can only be reached by leaving a message at a bar she sometimes visits. Also, DeMarco does not feel that he really has anything to say, if he should reach her. I told DeMarco to discontinue his telephone efforts until we resolved the question of responding to her letter.

I do not feel that we should leave the letter unanswered. The press is watching for and asking about a reply, and there is always the possibility of an attempted suicide. To date, the response to questions from the press regarding the letter has been that this is a "personal matter." If something were to happen to Katherine that relates to the general plight she describes in the letter, it would subject the President to criticism for his failure to at least answer her letter. It is anticipated that Katherine will release any reply to the press. Attached at Tab B for approval is a suggested response.

Ziegler and Price approve.

Approve OK by me - if Rose agrees.

Disapprove _____

Comment _____

6
6/1/71 gm
Dear President Nixon,

JD-1
I don't know if you remember me, I'm your second cousin, Kathy Timberlake. My grandmother is Edith Milhous Timberlake. I'm writing you to tell you my lifes existance has become too unbearable. I live in California Sonoma County, in a town called Cotati. You may remember my brother Philip, who shot himself a few years back. He along with me have had difficult times handling our existance. I can't work or do any thing because of my emotional state. I'M going to the Mental Health Service in Santa Rosa almost every day, but it doesn't help me much. I don't eat right cause I don't ever feel like it, so I'm always sick and weak, and the welfare people give a very small amount to eat and get my necessities. Because of my state of state of being every one takes advantage of me, including men. I was married for awhile but my husband ran off with some rock and roll band. The only money I get is \$27.00 a month from County Aid, I can't exist on this much, but no one cares if I should fade away. I've applied for A.F.D. welfare, but I still waiting for them to make their decision. My life is becoming harder and harder to bear. I'm not sure I can go on much longer. If there's any thing you can do, please help me! Possibly a letter to the welfare people would help my existance. May be you can help me, it's not too much to ask.

Sincerely,

Kathy Timberlake

P.S. I'M sending letters to the following places in hopes of a for sure reponse.

"San Francisco Chronicle Newspaper"
Sonoma County Social Service
KQED San Francisco Telavision station
"The Press Democrat" Santa Rosa newspaper

June 23, 1971

Dear Mrs. Hansen:

The President has asked me to thank you for your letter regarding Miss Kathy Timberlake. The concern and interest you have shown in this matter are greatly appreciated.

Sincerely,

**John W. Dean III
Counsel to the President**

**Mrs. Gertrude Hansen
1019 Vine Street
El Centro, California 92243**

JWD:MDM:mdm

June 23, 1971

Dear Mrs. Brown:

The President has asked me to thank you for your letter regarding Miss Kathy Timberlake. The concern and interest you have shown in this matter are greatly appreciated.

Sincerely,

**John W. Dean III
Counsel to the President**

**Mrs. Francis Brown
Route #1
Pocono, Pennsylvania 17565**

JWD:MDM:mdm

June 23, 1971

Dear Mrs. Guthrie:

The President has asked me to thank you for your letter regarding Miss Kathy Timberlake. The concern and interest you have shown in this matter are greatly appreciated.

Sincerely,

**John W. Dean III
Counsel to the President**

**Mrs. Lillian C. Guthrie
P. O. Box 1048
Wickenburg, Arizona 85358**

JWD:MDM:mdm

June 23, 1971

Dear Mrs. Ruiz:

The President has asked me to thank you for your letter regarding Miss Kathy Timberlake. The concern and interest you have shown in this matter are greatly appreciated.

Sincerely,

John W. Dean III
Counsel to the President

Mrs. Maria Ruiz
8070 Rancho Fanita
Santee, California 92071

JWD:MDM:mdm

June 23, 1971

Dear Mrs. Starr:

The President has asked me to thank you for your letter regarding Miss Kathy Timberlake. The concern and interest you have shown in this matter are greatly appreciated.

Sincerely,

**John W. Dean III
Counsel to the President**

**Mrs. Philip A. Starr
P. O. Box 133
Oceanside, California 92054**

JWD:MDM:mdm

July 20, 1971

Dear Mrs. Burns:

The President has asked me to thank you for your letter regarding Miss Kathy Timberlake. The concern and interest you have shown in this matter are greatly appreciated.

Sincerely,

**John W. Dean, III
Counsel to the President**

**Mrs. DeLois Burns
728 South Charleston Avenue
Bremerton, Washington 98310**

file

THE WHITE HOUSE

WASHINGTON

DETERMINED TO BE AN
ADMINISTRATIVE MARKING
E.O. 12065, Section 6-102
By ~~MM~~ ~~CONFIDENTIAL~~ 11/1/80

~~CONFIDENTIAL~~

June 3, 1971

MEMORANDUM TO JOHN DEAN

FROM: Jerry Warren *J*

SUBJECT: Katherine Timberlake

Here is a copy of the information on Katherine Timberlake, plus a copy of a card sent to the President last month by Aunt Edith and Philip Franklin Timberlake and his wife. The letter in response to the card gives you the address of Philip Franklin Timberlake.

When the letter from Katherine arrives, we will have it sent directly to you with a copy to us.

Rose Woods agrees that we should call Philip Timberlake and suggested that you would be the right person to do that.

cc: Ron Ziegler

THE WHITE HOUSE

WASHINGTON

June 2, 1971

MEMORANDUM TO RON ZIEGLER

FROM: Jerry Warren 

George Murphy of the San Francisco Chronicle called about a story in the Santa Rosa newspaper this afternoon. The Santa Rosa newspaper has a letter written yesterday by Kathy Timberlake, who said she is a cousin of the President. The letter says that she has gone about as far as she can, is at the end of her rope and is going on welfare and asks the President's help. She asks him to do anything he can to help her. Murphy's only question is -- have we received the letter? We have not, and I will tell Murphy that this afternoon.

Aunt Edith Timberlake has a son Dr. Philip Franklin Timberlake, who has a daughter named Kathy Louise, who was born on May 14, 1947. She would be a second cousin of the President's.

We are getting some information on her father, who is Dr. Philip Franklin Timberlake. We are also getting background on cousin, Philip Lawrence Milhous, who was Edith's nephew. Philip Milhous was the subject of the February 12th welfare matter in California. Your response at that time is attached. Agnes is working up a fact sheet on the previous welfare case.

Mail room will let us know as soon as Kathy's letter arrives.

An earlier inquiry from a Santa Rosa radio station gave us the information that Kathy's roommate said she was applying for welfare on mental grounds. The San Francisco Chronicle reporter said that Kathy lives in a motel behind the Eight Ball Tavern in Cotati, California (Sonoma County). Her address is 20 Charles Street, Apartment 2.

One suggestion might be to have someone call Dr. Philip Franklin Timberlake to see if this is indeed his daughter. I am not sure what kind of a doctor Philip Timberlake is.

Copy

PM 2/26/70
1940

Anniv
Checked
1970
See files
3-3-70
Ten

In honor of the
Thirtieth Wedding Anniversary of
Mr. and Mrs. Phillip L. Milhous
their children request
the pleasure of your company
at a surprise reception
on Saturday, the fourteenth of March
from two o'clock to four o'clock
Memorial Park Clubhouse, Grass Valley, California
R.s.v.p. by March 9
P. O. Box 401
Cedar Ridge, California Money Tree Available

CARD SENT MAR 4 1970

Meadow Drive 75745

Mrs. & Mrs. Phillip L. Milhous
Meadow Drive
Grass Valley, Calif

No special occasion -

N/A

No particular day -

Just

"Thinking of you"

In the

warmest way!"

Doris
Eith

Philip
Lambert
Francis
T. Lambert

14.

May 18, 1971

Dear Frances and Philip:

x Timberlake

The card you and Aunt Edith sent to me together with the May 1 church program followed us from San Clemente back to Washington and has just reached my desk. Her firm hand with the pen suggests that Aunt Edith is still going stronger than some of the rest of us, and I just wanted to tell you how much we appreciated your thoughtfulness.

Pat and the girls join me in sending affectionate regards.

Sincerely,

nm

x
Mr. and Mrs. Philip F. Timberlake
1921 Irvine Avenue
Newport Beach, California

RN:NM:blm

5

RECEIVED
MAY 21
CENTRAL

Key to saying

Q Ron, they are referring to the Ho Chi Minh Trail in the southern part of Laos.

MR. ZIEGLER: I am not going to discuss intelligence operations or say that they are occurring. But I am going to tell you this: That the matter which you refer to, there has been no change in that situation. I am not suggesting that they are occurring now.

But I will tell you that they do not relate in any way whatsoever to the operation going on in Southern Laos. Therefore, if you want to draw a conclusion that we are saying that there are no U.S. ground combat forces or advisers involved in the ARVN operation in southern Laos -- on the other hand you refer to the matter which you did -- and therefore we are skirting around the statement by conducting these operations and they relate to the ARVN operation in the southern panhandle, that would be a totally incorrect assumption to draw...

Q What I am talking about is in the President's statement on Laos of about a year ago he very carefully used the phrase "stationed in Laos". What you seem to be saying and seem to be saying now and repeating and have been saying for the last week seems to indicate a change in this.

He very carefully said "stationed in Laos".

MR. ZIEGLER: The statement as put forth to the public on March 6 regarding northern Laos stands. There has been no change in that. The statement which we are giving you regarding the ARVN operation in the southern panhandle stands. There is no change in that and there will be no change.

Q Ron, do you or the President have any comment on the plight of cousin Milhous from Grass Valley, California?

MR. ZIEGLER: For your BACKGROUND, this is a personal matter with the Milhous family. I think it would be presumptuous for me to talk about that matter further.

I think Mrs. Milhous in her statement which was carried in the story regarding the fact that they have not asked for help is, I think, one which we will respect and should respect.

I think the Milhous family is a very self-reliant family. And they are proceeding with their situation on that basis.

Q Ron, the Building Trades union is meeting over here in Miami Beach and have rejected President Nixon's request that they come up with a voluntary plan for curbing construction wages.

They say that they would like for him to come up with a plan first. Is he going to now do that?

THE WHITE HOUSE

WASHINGTON

June 4, 1971

Dear Frank:

Permission has been granted for Mr. Erickson and the three associates listed in his letter to you of April 23 to survey the President's property at San Clemente for possible archaeological sites. The survey may be conducted either during the period of June 17-18 or June 21-22.

Aside from the conditions imposed on their examination which we have previously discussed, I am certain that you will wish to remind Mr. Erickson that should a site be discovered absolutely no burden will be placed on the President to take any further action unless he so desires. The President, of course, is most interested in reading the report on their findings.

With my best regards,

Sincerely,

A handwritten signature in dark ink, appearing to be 'John W. Dean III', written in a cursive style.

John W. Dean III
Counsel to the President

Frank DeMarco, Jr., Esquire
Kalmbach, DeMarco, Knapp & Chillingworth
611 West Sixth Street, Suite 1900
Los Angeles, California 90017

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August 16, 1971

OF COUNSEL
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JAMES H. O'CONNOR

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OAKLEY C. FROST
ALAN R. WOLEN
LARRY B. THRALL
ERIC W. MARTENS
RALPH J. MORGAN
DAVID PATTERSON SMITH
WESTON L. JOHNSON
BRUCE E. HARRINGTON

Mr. John W. Dean, III
Counsel to the President
The White House
Washington, D.C. 20500

Re: Presidential Papers

Dear John:

Enclosed find a collection of memoranda, notes and raw materials we have been gathering with the view to preparing a comprehensive paper and recommendation on ownership and disposition of the Presidential Papers. Per your request, we are transmitting the material in this form, and it is my understanding that you may find some of this useful in connection with your preparation of such formal memorandum.

Just briefly, however, our basic conclusions are as follows;

One: The papers created by the President during his term of office are his to dispose of. We feel there is much authority to support the conclusion of the author of "The Paper Trust" included herein that ". . . the President of the United States is himself an independent government agency. In a sense he is accountable only to God, the Constitution, and the electorate. What comes into his office during his tenure is his alone."

Two: By virtue of the gift of some of his pre-presidential papers made in March of 1969, the President has heretofore obtained the maximum charitable deduction for such gift as permitted by law. It would do him no further good under present tax law to make gifts of his private papers during his lifetime.

Mr. John W. Dean, III
August 16, 1971
Page Two

Three: Substantial estate tax benefits can be obtained by utilization of the testamentary bequest of personal papers as commented upon in the accompanying memorandum.

Four: Lifetime income tax savings can be obtained by charitable donation of certain of the non-paper type memorabilia presently owned by the President. This procedure could be utilized after the current charitable contribution tax credit is exhausted.

Five: The President should appoint during his lifetime a committee of Literary Executors authorized to act for him in connection with classification and disposition of his papers in the event he is unable, by disability or death, to act for himself.

Included herewith for your review are the following attachments.

1. Our in-house legal memorandum regarding ownership of papers (Attachment No. 1);
2. Article, "The Paper Trust" by Bernard A. Weisberger (Attachment No. 2);
3. Article, "Music: Why Tax Reform Should be Reformed" by Irving Lowens (Attachment No. 3);
4. Memorandum regarding possible estate tax savings (Attachment No. 4); and
5. Memorandum prepared by Daniel J. Reed regarding recommendation for appointment of Literary Executors for the President (Attachment No. 5).

Kindest personal regards.

Sincerely yours,



FRANK DE MARCO, JR.
For the Firm

FDM:gem
Enclosures

August 13, 1971
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or not the particular item is "preserved or appropriate for preservation". It would seem that items which are determined not to be worth saving do not fall within the purview of Title 44. That is, they do not reach the status of "records". Generally, papers or memorandum in the possession of public officers which are not required by law (or in the absence of a specific statute, by custom usage and the nature and purpose of the memorandum) are not public records. As a general rule, (a) reports of private individuals to government officials, even if pursuant to a statute, (b) correspondence of officials relating to private affairs, although in connection with public business, and (c) a memorandum of public officers made for their own convenience, even if made at public expense, are not public records unless made so by statute..

It must be pointed out, however, that most of the cases have dealt with items such as recordation of title to land, applications for veterans preferences, certificates of veterans disability, resolutions and the like. Apparently, historical memorandum has never been questioned as regards the ownership of such memorandum. See the attached xerox wherein ex-Presidents take such items en masse.

It is clear that any item which does in fact become a record is the property of the governmental agency for which he works and is not the private property of the official who makes or receives the document. It would appear, therefore, that the converse must also be true and that if an item does not constitute a public record, then one must revert to common law principles of ownership. The question becomes one of defining who is the creator and the present possessor and whether or not such possession if other than in the hands of the creator, carries title through such actions as gift, abandonment, sale, or whether the possession is in the nature of an agency, trust, or other holding such that title resides in one other than the possessor.

Thus, it would appear that Section 3301 contemplates that the head of the agency or his superior is the residuum of authority to determine what in fact will or will not constitute a record absent direct statutory authority. The terms "preserved or appropriate for preservation by that agency" quite obviously are intended to provide flexibility in this regard. In analyzing the situation, it would appear that any

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commonly maintained and formalized document would constitute a record even in the absence of any specific listing or denomination as such. In like vein, it would appear that any items which are drafts, private communications, and the like which do not constitute a formalized and established memorandum are not within the concept of a "record". I would mitigate this last sentence, however, to the degree that the particular memorandum may fall under the provisions covering security classification of the documents due to an overriding national interest. Hence, if the document is sensitive and may continue as such for any particular period of time, it would appear that it then becomes a public record even though only a draft.

The legislative history of Section 3301 as found in 1968 U.S. Code Congressional and Administrative News at page 4439, states that the purpose of Title 44 as re-enacted in 1968 was to continue the law as it previously existed. The report states:

"It is sometimes feared that mere changes in terminology and style will result in changes in substance or impair the precedent value of earlier judicial decisions and other interpretations. This fear might have some weight if this were the usual kind of amendatory legislation where it can be inferred that a change of language is intended to change substance. In a codification statute, however, the courts uphold the contrary presumption: the statute is intended to remain substantively unchanged."

Thus, we are back to the flexible definition above and the assumption that the head of the agency controls.

Applying the general rules to the specific situation, we may assume that we have a particular memorandum or item and have made the administrative decision that it is a record, Title 44 then delineates the procedures necessary for keeping or disposing of such records. Section 3302 of Title 44 states that the administrator of general services shall promulgate regulations to establish procedures for

August 13, 1971
Page 4

disposing of records. In general, the head of the agency will submit to the Administrator lists of records in his custody that have been photographed or microfilmed and which the head of the agency deems to have insufficient administrative, research or other value to warrant their further preservation at that time and also submits schedules with regard to records which after a lapse of time will be of no further value. The Administrator then reviews the schedules and authorizes disposal of those which he feels are so entitled and if he has any question, he may request the advice of counsel of the Committee on Rules and Administration of the Senate and the Committee on House Administration of the House of Representatives.

If the head of the agency has determined that the particular item does not constitute a record, then disposal of the item is not covered by Title 44. A search of the statutes indicates that there is no other provision for their disposal, and, hence, apparently we revert to common law property rules. The owner, or possessor with the owner's authority, can apparently remove the item, sell it and do what is customarily performed in the way of ownership. One might make the argument that the papers and materials that constitute the memorandum were purchased by the government and hence, of necessity, fall within government possession. However, that would be an extreme argument, and I feel that custom would normally permit the possessor or owner to remove the items when he leaves office and do with them as he willed. I am sure this has been the custom in the past and will continue to be such. Past Presidents have taken such items wholesale and were given to a Presidential library under GSA control, even original records.

We discussed some ancillary aspects of this general problem. With regard to the example of the "Pentagon Papers" and memorandum that does not constitute a public record, resort must again be to the common law. Assuming that ownership was in the creator or possessor, we are faced with either a copying or a theft of the item. The issues are whether the item had been published and hence in the public domain or whether it was private and some common law right of authorship is involved. The legal remedies of injunction, replevin, and damage suits would all be involved. Furthermore, there might be criminal sanctions against one who without authorization took the private property of another.

Estate	MARITAL DEDUCTION		TAXABLE ESTATE		ESTATE TAX		TAX SAVING	
	TOTAL	A	B	A	B	A		B
000.	\$ 1,500,000.	\$ 500,000.	\$ 750,000.	\$ 500,000.	\$ 250,000.	\$ 145,000.	\$ 65,000.	\$ 80,000.
000.	2,500,000.	1,000,000.	1,250,000.	1,000,000.	750,000.	325,000.	235,000.	90,000.
000.	3,000,000.	1,000,000.	1,500,000.	1,000,000.	500,000.	325,000.	145,000.	180,000.
000.	3,500,000.	1,500,000.	1,750,000.	1,500,000.	1,250,000.	525,000.	425,000.	100,000.
000.	4,000,000.	1,500,000.	2,000,000.	1,500,000.	1,000,000.	525,000.	325,000.	200,000.
000.	4,500,000.	1,500,000.	2,250,000.	1,500,000.	750,000.	525,000.	235,000.	290,000.
000.	4,500,000.	2,000,000.	2,250,000.	2,000,000.	1,750,000.	730,000.	640,000.	90,000.
000.	5,000,000.	2,000,000.	2,500,000.	2,000,000.	1,500,000.	730,000.	525,000.	205,000.
000.	5,500,000.	2,000,000.	2,750,000.	2,000,000.	1,250,000.	730,000.	425,000.	305,000.
000.	6,000,000.	2,000,000.	3,000,000.	2,000,000.	1,000,000.	730,000.	325,000.	405,000.
000.	5,500,000.	2,500,000.	2,750,000.	2,500,000.	2,250,000.	1,000,000.	875,000.	125,000.
000.	6,000,000.	2,500,000.	3,000,000.	2,500,000.	2,000,000.	1,000,000.	750,000.	250,000.
000.	6,500,000.	2,500,000.	3,250,000.	2,500,000.	1,750,000.	1,000,000.	640,000.	360,000.
000.	7,000,000.	2,500,000.	3,500,000.	2,500,000.	1,500,000.	1,000,000.	525,000.	475,000.
000.	7,500,000.	2,500,000.	3,750,000.	2,500,000.	1,250,000.	1,000,000.	425,000.	575,000.
000.	6,500,000.	3,000,000.	3,250,000.	3,000,000.	2,750,000.	1,265,000.	885,000.	380,000.
000.	7,000,000.	3,000,000.	3,500,000.	3,000,000.	2,500,000.	1,265,000.	1,000,000.	265,000.
000.	7,500,000.	3,000,000.	3,750,000.	3,000,000.	2,250,000.	1,265,000.	875,000.	390,000.
000.	8,000,000.	3,000,000.	4,000,000.	3,000,000.	2,000,000.	1,265,000.	750,000.	515,000.
000.	8,500,000.	3,000,000.	4,250,000.	3,000,000.	1,750,000.	1,265,000.	640,000.	625,000.
000.	9,000,000.	3,000,000.	4,500,000.	3,000,000.	1,500,000.	1,265,000.	525,000.	740,000.
000.	9,000,000.	4,000,000.	4,500,000.	4,000,000.	3,500,000.	1,840,000.	1,540,000.	300,000.
000.	10,000,000.	4,000,000.	5,000,000.	4,000,000.	3,000,000.	1,840,000.	1,265,000.	575,000.
000.	11,000,000.	4,000,000.	5,500,000.	4,000,000.	2,500,000.	1,840,000.	1,000,000.	840,000.
000.	12,000,000.	4,000,000.	6,000,000.	4,000,000.	2,000,000.	1,840,000.	750,000.	1,090,000.
000.	11,000,000.	5,000,000.	5,500,000.	5,000,000.	4,500,000.	2,470,000.	2,150,000.	320,000.
000.	12,000,000.	5,000,000.	6,000,000.	5,000,000.	4,000,000.	2,470,000.	1,840,000.	630,000.
000.	13,000,000.	5,000,000.	6,500,000.	5,000,000.	3,500,000.	2,470,000.	1,540,000.	930,000.
000.	14,000,000.	5,000,000.	7,000,000.	5,000,000.	3,000,000.	2,470,000.	1,265,000.	1,205,000.
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