

The Chief Justice

Supreme Court

PERSONAL AND CONFIDENTIAL

FOR EYES ONLY OF THE CHIEF JUSTICE

May 10, 1969  
Eglin Air Force Base, Florida

I, Louis E. Wolfson, following the service on me of a Grand Jury subpoena duces tecum from the U. S. District Court for the District of Columbia requiring my appearance, and the execution by me of a waiver to said appearance and being duly sworn, make the following free and voluntary statement to Carter G. Billings and Charles Bolz, who have identified themselves to me as Special Agents of the Federal Bureau of Investigation. Prior to the preparation of this statement, I was advised of my rights by my attorneys, William O. Bittman and Austin S. Mittler who were present with me during my interview, and I have consulted with them during the interview relative to the preparation of this statement.

I first met Abe Fortas during early June of 1965 at which point I contacted Fortas and told him of problems that New York Shipbuilding Corporation, a subsidiary of Merritt, Chapman and Scott, had been having in pursuing its claims against the Department of the Navy as a result of work performed by that company for the Navy Kittyhawk carrier.

Previous to my contacting Fortas, I had made inquiries and understood that the law firm of Arnold, Fortas and Porter was an aggressive firm and that Fortas was known to be close in administration circles.

A day or two later, Fortas met in the Merritt, Chapman and Scott offices in New York City with myself and Joseph M. Glickstein, Sr., general counsel of Merritt, Chapman and Scott and perhaps others. After Fortas had determined that no conflict of interest would exist, he stated that his firm would be pleased to represent New York Shipbuilding Corporation with regard to its claims principally against the Navy. During our general conversation, we discussed mutual acquaintances, the general purpose of the Wolfson Family Foundation, and found that we

had similar ideas on civil rights, discrimination and other matters. After this general discussion, I left Fortas and Glickstein to work out the details of his firm's retention.

Shortly thereafter, I read in the press speculation that Abe Fortas was going to be appointed to the United States Supreme Court to replace Justice Goldberg. I called Fortas in an attempt to verify this report and, when I finally reached him, Fortas denied that he was even considering this appointment. He stated that he, himself, could not personally afford the financial sacrifice and that, in addition, his senior partners in the law firm, along with him, had agreed to remain in the partnership for at least three years in order to build the firm up together. At this point, I advised Fortas that if he felt that he could render a service to his country he should not hesitate to accept the appointment because of his financial considerations. I indicated to him that I personally and members of my family would be agreeable to furnishing him any financial assistance that he felt necessary. Fortas was much impressed with the sincerity of the offer but declined. A letter to this same effect was sent by me to Fortas under date of July 22, 1965.

On the following day, my son advised me that he had heard on the radio that Fortas had been nominated for the United States Supreme Court, and when I initially heard it, in view of Fortas' previously stated position, I could not believe it. However, shortly thereafter, Fortas called and advised that he had agreed to accept the Supreme Court appointment because of the President's insistence. At this time, I repeated my previous assurances of financial help and mentioned to Fortas the possibility that his services might be utilized as an advisor to the Wolfson Family Foundation. Fortas inquired about how much time would be necessary in order to fulfill any intended duties and I told him there were not that many meetings of the Foundation and that if he could make at least one meeting a year, this would be sufficient. He advised that

he could prepare pamphlets and brochures on matters in which he and the Foundation had mutual interests, such as civil rights, the religious ministerial program, and his interest in juvenile court justice. No definite decision was reached by Fortas at this time.

In October 1965, I received an invitation from Justice and Mrs. Douglas to attend a reception which they were holding in honor of Justice Fortas. I called Fortas and told him that I did not usually attend such functions and preferred not to do so in this instance but when he indicated to me that he would feel badly if I did not come, I agreed and went to the reception in Washington on October 22, 1965. After the reception, my wife and I had dinner with Justice and Mrs. Fortas and others. The following day, I went to the Fortas' residence and had a lengthy conversation with Justice Fortas relative to the Foundation's activity and his possible contribution to it. As a consequence of this discussion, Fortas agreed to act as a consultant to the Foundation. I then asked Fortas to draft the resolution and the agreement covering his service to the Foundation as an advisor and, at this time, annual compensation of \$20,000 plus expenses for the rest of his life was agreed upon.

At this time, I advised Fortas that I had recently attended a meeting of company officials and attorneys representing us in the Security and Exchange Commission investigation, and I was clearly alarmed as to the extent of this inquiry and that it seemed to be a lot more serious than I had previously been led to believe by my attorneys and associates.

Following this discussion, I mentioned to Fortas that the Security and Exchange Commission investigation had been underway since November of 1964. I pointed out to him that this investigation could be a possible source of embarrassment to him as a result of his association with the Foundation during the time that companies with which I was associated were being investigated by that agency. Fortas advised me that he was aware of the

investigation, having learned of it from Milton Freeman and that I should not be worried about embarrassment to him through his association with the Foundation since the Security and Exchange Commission investigation appeared to involve technical violations and that nothing of a serious nature would develop as a result of the investigation.

Shortly thereafter, Fortas forwarded to me a proposed draft of a resolution to be presented to the Wolfson Family Foundation concerning his employment as an advisor to the Foundation and a proposed agreement. These drafts were forwarded to counsel for the Foundation to put in final form. The agreement proposed that Fortas would be employed as an advisor to the Foundation at an annual salary of \$20,000 for life, commencing January 1, 1966, and these payments would continue to his wife for her life should she survive Fortas. The resolution, as proposed by Fortas, was accepted by the Foundation at its December 28, 1965, meeting. On January 3, 1966, a check was forwarded by letter to Fortas for \$20,000, drawn on the Wolfson Family Foundation. This was to be in payment for services to be rendered the Foundation by Fortas during 1966. Fortas, by letter dated January 10, 1966, directed to Wolfson Family Foundation acknowledged acceptance of his appointment as an advisor to the Foundation. On February 1, 1966, I directed to Fortas a letter of agreement incorporating the same provisions previously set forth in his draft relative to his association with the Foundation. This letter was subsequently returned as approved, bearing the signature of "Abe Fortas." I have examined a copy of this agreement which now bears a stamped "CANCELLED" thereon. I am not aware of the circumstances whereby this stamp was placed on this letter or by whom or when.

On June 15, 1966, Fortas attended a meeting of the Wolfson Family Foundation held in Jacksonville, Florida. The minutes of this meeting indicate I was present but I have no recollection as to being present or as to what transpired at this meeting. Following this meeting,

Fortas visited me at my farm in Ocala, Florida, and, at this time, we discussed in general terms the work of the Foundation. We also discussed the Security and Exchange Commission investigation in which I was involved. Fortas again assured me that I need not worry since he still felt that these were technical violations. At this time, Fortas indicated that he had or would contact Manual Cohen of the Security and Exchange Commission regarding this matter. Fortas indicated that he was somewhat responsible for Cohen's appointment to the Commission as Chairman.

Shortly after Fortas' visit to Ocala, it came to my attention through my business associates that the Security and Exchange Commission, in blocking settlement of a stockholders suit against Merritt, Chapman and Scott, had disclosed that the Security and Exchange Commission had referred the matter to the United States Attorney for the Southern District of New York for further action.

Thereupon, on July 18, 1966, I wrote a letter to Manual Cohen, Chairman of the Security and Exchange Commission, expressing deep concern for the actions of the Commission in not permitting me a hearing as promised by members of the Security and Exchange Commission in my attorneys' meeting with them on December 7, 1964, in Washington, D. C.

In November of 1966, Fortas wrote me a letter indicating he would be in Miami, Florida, in January of 1967 and he hoped we would be able to get together at this time. Thereafter, on January 8, 1967, I met with Fortas at the Hotel Deauville in Miami and there discussed the Security and Exchange Commission indictments pending against me. My conversation generally pertained to my complete dissatisfaction with the Security and Exchange Commission's handling of the entire matter. I pointed out to Fortas that I had not been treated fairly in that I had not been given a hearing as promised me by the Security and Exchange Commission representatives

in December of 1964. Fortas agreed that I had not been treated fairly and expressed indignation at Security and Exchange Commission actions in not giving me a hearing as previously promised. He made no offer of assistance nor did he indicate he would do anything one way or the other in connection with this matter. Thereafter, I had only limited contacts with Fortas and have no personal recollection as to what transpired during these contacts.

During my trial in September of 1967 involving the Continental case, Milton Freeman, who was the attorney for my associate, Elkin Gerbert, advised me that Fortas was aware of all developments in this case; however, I was not clear as to how Fortas was keeping abreast of this matter.

I believe I learned from my attorney, Glickstein, that Fortas, some time in December of 1966, had returned the \$20,000 payment made to him by the Foundation. I considered this return of the payment as terminating his association with the Wolfson Family Foundation. When the arrangement was terminated, I do not believe I was given any reasons for the termination.

To my knowledge I do not now have, nor have I ever had, any interest in any business venture in which Abe or Carolyn Fortas were participants. The only payment made by me or the Wolfson Family Foundation to Fortas personally was \$20,000 (plus Nemnide expenses) in January of 1966 upon his becoming an advisor to the Foundation. The only payments made by me or any firm with which I am associated to the law firm of Arnold, Fortas and Porter or Arnold and Porter were made in connection with their handling of claims for New York Shipbuilding Corporation. Arnold and Porter has represented New York Shipbuilding Corporation continuously since mid-1965 and at the present time there is a matter pending in the Court of Claims relating to the Savannah, which this firm is handling.

Since I first met Fortas in 1965, we have corresponded from time to time, and some of this correspondence relates to matters contained in this statement. I have produced these materials pursuant to the subpoena duces tecum served upon me.

*I have read the foregoing statement consisting of this and eight other pages and it is true and correct to the best of my knowledge.*

Louis E. Wolfson

Sworn to and subscribed before me this tenth day of May 1969, at Eglin Air Force Base, Florida.

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Carter G. Billings, Special Agent  
Federal Bureau of Investigation

Witness:

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Charles Bolz, Special Agent  
Federal Bureau of Investigation