Successful D.C. Lawyer Drawn Into Watergate Quagmire

By Lawrence Meyer
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When Watergate conspirator E. Howard Hunt needed a lawyer in the summer of 1972, he was referred by a friend to one of Washington's most tenacious and most successful criminal defense lawyers, William O. Bittman.

Bittman, a bulldog in the courtroom and a skillful negotiator for his clients behind the scenes, was a prominent partner in one of Washington's more aggressive, top-flight law firms—Hogan and Hartson.

Now, at least in part because of his representation of Hunt, Bittman's association with Hogan and Hartson has been severed and Bittman himself has become the subject of investigation by the special Watergate prosecutor.

Bittman is only the latest in a long line of lawyers to be drawn into the quagmire of the Watergate affair. Of the original seven defendants in the Watergate cover-up case, six were lawyers. And Watergate has been an agonizing experience for other lawyers who worry about the ethics of their profession.

Now a new element has been added. On Nov. 4, associate special prosecutor James Neal revealed that Bittman, despite his denials to the special prosecutor's office, had reason to believe that Hunt was being paid to remain silent about the Watergate break-in.

Neal made public a document, written by Hunt in November 1972 and turned over to the special prosecutor on Nov. 2, 1974, in which Hunt made implied threats to reveal his knowledge if his demands were not met.

One of the central questions posed by the memo's revelation is not only how Bittman, but how Bittman's law firm—Hogan and Hartson—could have harbored knowledge of the memo for so slong without indicating to any investigative body that it might have evidence bearing on the Watergate cover-up investigation.

Neither Bittman nor Hogan and Hartson would discuss the matter when questioned by a reporter. Nevertheless, Bittman's sworn testimony before the House Judiciary Committee during impeachment proceedings last summer—testimony that has gone largely unnoticed previously—and Neal's description of how the memo was unearthed shed considerable light on the matter.

Bittman's testimony shows that his representation of Hunt was a sensitive matter within the law firm from the beginning.

His testimony and Neal's account show that the law firm's executive committee was briefed by Bittman about the unusual payment of $45,000 in cash—most of it in $100 bills and some of it retrieved from a telephone booth—which arrived at Hogan and Hartson's offices for Hunt's defense.

There was also speculation in the firm about the sources of the money, and apparently enough concern about either the size or source of the fees for Hunt's defense that the firm put the money in escrow.

The payments began in the summer of 1972, and Neal's account indicates that the Hunt memo was received by Bittman in November of that same year. His account also indicates that at least two other Hogan and Hartson lawyers saw the memo, but neither they nor Bittman said anything about its existence to any investigative agency for more than a year.

The Neal account also indicates that the memo came to light only after Hunt mentioned it in the Watergate cover-up trial and some Hogan and Hartson lawyers called Neal on Nov. 1, 1974, about the memo.

Beyond the question of the knowledge both Bittman and some members of his law firm had about the memo is the deeper question of what their responsibility was not only to the client, Hunt, but to the truth and the entire judicial system.

Bittman, a broad-shouldered man with a taste for expensive cigars, brought an impressive reputation with him when he entered the Watergate case as Hunt's lawyer. He was a participant in the successful prosecution of Teamster President James Hoffa and the conviction of Robert G. (Bobby) Baker in 1967 on charges of income invasion.

Shortly after Baker was convicted, Bittman—the father of seven children—left government service and joined Hogan and Hartson, an old, established and prosperous firm of about 40 lawyers. In the seven years that Bittman spent with Hogan and Hartson, the firm more than doubled in size, developing a reputation as an aggressive, ambitious firm that handled its share of high-priced clients.

At the time Bittman began representing Hunt in the summer of 1972, the firm was run by an executive committee of senior partners that played a significant supervisory role in making decisions and assigning personnel to cases handled by Hogan and Hartson lawyers.

Bittman testified under oath last July 9 before the House Judiciary Commit-

tee's impeachment proceedings. During his testimony, Bittman explained how Hogan and Hartson had been paid $156,000 in fees and disbursements for representing Hunt in his criminal trial and civil suits.

According to Bittman's testimony, which is corroborated to an extent by sworn testimony given by other witnesses to other committees, a total of $45,000 was paid to Hogan and Hartson in cash on Hunt's behalf by persons using names that Bittman realized were aliases.

On July 6, 1972, almost three weeks after the Watergate break-in and three days after Hunt had retained him, Bittman said he was called by a man named "Rivers"—later identified as a former New York City policeman named Anthony Ulasewicz, who conducted undercover work for the Nixon White House. Bittman testified that he was at first wary of "Rivers", fearing that he was a blackmailer.

Later that day, Bittman testified, he was assured by Nixon re-election committee lawyer Kenneth Wells Parkinson—how one of the defendants in the cover-up trial—telling him that "Mr. Rivers, in substance, was okay to talk to."

On July 6, Bittman testified, he told Rivers that the retainer would be $25,000. The following afternoon, after receiving telephoned instructions from Rivers, Bittman went to the pay phones in the lobby of the building where Hogan and Hartson has its law offices and found an envelope, which contained $25,000 in mostly $100 bills, but with some $50 bills.

Bittman said he and his secretary counted the money. "I then called a member of my firm's executive committee and explained the circumstances of the unusual receipt of this money to him."

Bittman said the money was deposited in a special bank account. "I then had a meeting with my firm's executive committee concerning the circumstances of the receipt of the money and the way in which it was delivered."

Bittman testified that he had received cash retainers previously, but he conceded under questioning by special committee counsel John Doar that he has never received a retainer before "in this fashion."

Subsequently, on Oct. 13, 1972, Bittman testified, he received another call and another envelope, this one addressed to Hunt and left with the Hogan and Hartson receptionist. Hunt was called and given the envelope. "He opened it in my presence," Bittman testified. "It contained $20,000 in cash. He and I counted the money."

Hunt then gave the money, which was in old bills, to him, Bittman said. The money was turned over to the firm's office manager to be deposited in the firm's account. Bittman said he was neither told by nor asked the callers where the funds were coming from.

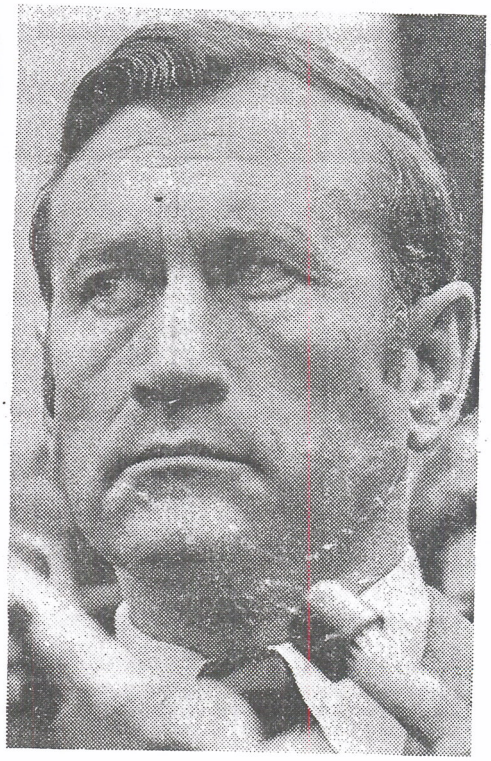
In his first meeting with the firm's executive committee on July 8, Bittman said, "I indicated . . . that it was my opinion that the money was coming from a defense fund that was set up by prominent Republicans, and that was my feeling at that time, and that continued to be my feeling until various witnesses testified before the Senate Watergate committee."

Bittman said he discussed with his partners the possibility that the money might be coming from the Nixon re-election committee. "And I might say that after discussing it in detail, the thought of this money coming from either the White House or the CRP (re-election committee) appeared to us to be preposterous in view of the reporting requirements that the CRP had, and that the amounts paid would have to be reported, and in view of the numerous public statements that the White House and the CRP had issued about the fact that they had no knowledge and no involvement in the Watergate case."

Subsequently, Bittman testified, Hogan and Hartson adopted a policy that there was no objections to the receipt of cash as legal fees as long as it came from Mr. Hunt. Notwithstanding that, the remaining $110,000 in legal fees was paid by check from Hunt," Bittman testified.

It was not clear from Bittman's testimony when Hogan and Hartson decided that it would no longer take cash unless it came from

WILLIAM O. BITTMAN
. . . represented Hunt



JAMES NEAL
. . . reveals document

Hunt. Nor was it clear from his testimony what the basis of the decision was, or whether the change was related to the receipt of the memo by Bittman from Hunt in November, 1972.

An informed source familiar with the firm said that the problem of Hunt's representation was a matter of discussion and controversy within the firm throughout the period that Bittman was Hunt's lawyer. Prior to July 6, Bittman testified, he had checked with a member of the firm's executive committee before taking Hunt's case.

The entire $156,000 paid to the firm by or on behalf of Hunt was placed in an escrow account in August or September, 1973, according to Bittman's testimony.

Bittman, under questioning before the House Committee, denied that the $156,000 had been put in escrow because the firm thought the money was of questionable legitimacy. "I think it was an ultraconservative decision made by the firm because of publicity concerning $46,000 which was paid to the firm in cash," Bittman said.

Under questioning, Bittman testified that he was not aware of any arrangement by Hunt to remain silent in exchange for funds. Bittman did not reveal, and therefore was not asked in his testimony before the House committee, about the existence of the Novmber, 1972, memo.

At least two Hogan and Hartson lawyers, according to Neal, saw the November, 1972, memo. That memo begins by criticizing the "sponsors" of the Watergate break-in for failing to aid the original Watergate defendants and for failing to stop the investigation that led to their indictment.

Hunt went on to list six "items for consideration," citing potential trouble spots ahead in the form of congressional investigations and media inquiries.

"The defendants have followed all (emphasis in the original) instructions meticulously keeping their part of the bargain by maintaining silence," Hunt wrote in the memo. "The administration, however, remains deficient in living up to its committments (sic). These committments were and are: 1. Financial support. 2. Legal defense fees. 3. Pardons. 4. Rehabilitation."

Hunt set a deadline for "all past and current financial requirements . . . to be paid, and credible assurances given of continued resolve to honor all committments. Half-measures will be unacceptable."

Hunt concluded the memo by asserting, "The foregoing should not be misinterpreted as a threat. It is among other things a reminder that loyalty has always been a two-way street."

In his testimony last Oct. 28 and 29 in the Watergate coverup trial, Hunt said a copy of the memo was given to Bittman in November of 1972.

Subsequent to Hunt's testimony, on Nov. 4, the memo was produced in open court during the Watergate coverup trial by associate special Watergate prosecutor James F. Neal.

Neal read a prepared statement to explain how the memo, which he characterized as a "significant piece of evidence," had come to the special prosecutor's office. Hunt, Neal recalled, testified that the memo was to be delivered to Nixon re-election committee lawyer Parkinson and that Bittman later told Hunt that the memo had been read to Parkinson.

Neal said Bittman had been questioned about the memo before the federal grand jury in August, 1973, and February, 1974. "Mr. Bittman testified under oath that Mr. Hunt did not deliver to him any memorandum for Mr. Parkinson," Neal said. "He (Bittman) did not mention, however, that Mr. Hunt had delivered him a memorandum for any other person in November of 1972."

"In conferences with me and other members of my staff . . . Mr. Bittman, both orally and in writing, repeatedly told me that he had no information that Mr. Hunt considered the payments made to him were in exchange for silence. I took Mr. Bittman's word," Neal said.

Neal said that with Bittman's help he had arranged for a member of the special prosecutor's staff to go through the files on Hunt's case, which had been transferred to William Snyder, a Baltimore lawyer who now represents Hunt.

Neal said that neither he nor Snyder was aware that Bittman had removed the memo from the files before they were sent to Snyder.

On Nov. 1, Neal said, he was called by "certain members" of Hogan and Hartson, who asked for a meeting. The meeting was held that same day in the afternoon and again in the evening with Parkinson and his lawyer, Jacob Stein, present.

Neal said the members of Hogan and Hartson, whom he did not name then or subsequently, said Hunt's testimony had "jogged their recollection of certain events. They told me that on May 31, 1973 they had a meeting with Mr. Bittman, that at this time Mr. Bittman had told them of the November 1972 memorandum . . ."

According to Neal, the Hogan and Hartson lawyers said during the May, 1973, meeting that Bittman "had asserted that this memorandum was either to be held by Mr. Bittman or delivered to Mr. Colson."

When a subpoena was issued to Bittman by the Senate select Watergate committee in July, 1973, for documents, Neal said, the Hogan and Hartson lawyers inventoried Bittman's files on Hunt and found the memo, dated Nov. 14, 1972.

"A couple of them read it," Neal said. "One described it as having startling aspects, and the other as disturbing."

Although Neal did not address the issue, other lawyers interviewed by The Washington Post said if the memo had been read or was even intended to be seen by a third party, then the privilege of confidentiality that applies to a communication between a lawyer and his client would not apply to such a memo.

It is not clear whether the lawyers who saw the memo informed the executive committee of it after they read it in July, 1973. Nor is it clear why the executive committee of the firm, if it was told of the memo, did not take some steps to make the memo's existence, if not its contents, known to the special prosecutor, the Senate Select Watergate Committee, the House Judiciary Committee or Judge Sirica in order to seek a ruling on whether the memo was a privileged document.

And if the executive committee did not learn of the memo in July, 1973, it is not clear whether it was told of memo in August or September, 1973, when Bittman said the decision was made to transfer into an escrow account all of the $156,000 paid to th firm on Hunt's behalf.

In June and July, 1974, the Hunt files were microfilmed before being shipped by Hogan and Hartson to Snyder, Neal said, and the November, 1972, memo was not on the microfilm.

Neal said that Bittman also had asked for an appointment and the two men met on Nov. 2. A that time, Neal said, Bittman presented him with the Nov. 14, 1972, memo, which Bittman told Neal he had not read when it had originally been given to him and that it had neither been read nor delivered to Parkinson.

According to Neal, Bittman tol dhim that "he had only read this memorandum in April of 1973 and thereafter did not divulge its existence to the grand jury or to the special prosecutor. Mr. Bittman claimed he did not intend to mislead us in interviews and grand jury interrogations over the next year and a half and that he considered the document to be within the attorney-client privilege.

"Mr. Bittman consistently from the time he had any contact with our office," Neal said, "denied the existence of this memorandum, of a memorandum given by Mr. Hunt to him for transmittal to Mr. Parkinson, and further made other statements under oath—I won't review them now—indicating that he had no personal information himself of the material contained in this memorandum."

Bittman declined to discuss any aspect of Neal's statement with a reporter on the grounds that he was barred, as a potential witness in the Watergate cover-up trial, by U.S. District Judge John J. Sirica's order prohibiting statements out of court by witnesses or lawyers in the case.

Individual lawyers for Hogan and Hartson, which reportedly had a meeting of its partners just before or after its lawyers met with Neal, stated that the firm was referring all calls to Merle Thorpe Jr., a senior partner in the firm and a member of its executive committee.

Thorpe declined to answer virtually all questions, at one point saying that he preferred not to even hear the questions before not commenting, on the ground that the matter is "before the court" and that it would be "absolutely inappropriate" to discuss it.