

# Lifetime Pay Deal Admitted



—AP WIREPHOTO.  
JUSTICE ABE FORTAS

WASHINGTON (AP)—Abe Fortas acknowledged publicly today his agreement with the Wolfson family foundation "contemplated" that he would receive \$20,000 a year for life for his services. The agreement also provided the payments would continue to his wife, tax attorney Carolyn Agger, "in the event of my death," he said in a letter yesterday to Chief Justice Earl Warren that was released today by the Supreme Court.

Fortas said he decided in June 1966, five months after receiving his first check, that he couldn't continue to work for the foundation and that the agreement should be terminated.

**FORTAS SAID** he had "not

## RETRIAL ASKED

NEW YORK (AP)—Louis E. Wolfson, the jailed financier linked to the resignation of Supreme Court Justice Abe Fortas, asked in U. S. Circuit Court of Appeals today for a retrial. Wolfson, 56, of Miami Beach was convicted Sept. 29, 1967, of violating federal securities laws and given a one-year prison sentence in Florida.

interceded or taken part in any legal, administrative or judicial matter affecting Mr. Wolfson or anyone associated with him."

That reference was to Louis E. Wolfson, now-jailed financier and former Fortas law client. Fortas announced earlier today his resignation from the court amid the uproar over the foundation's \$20,000 fee to Fortas while Wolfson was under a Securi-

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ties and Exchange Commission investigation.

Fortas' letter also declared: "There has been no wrong doing on my part."

The four-page letter written on Supreme Court stationery marked, "Chambers of Justice Abe Fortas," began with the assertion: "I should resign in order that the court may not continue to be subjected to extraneous stress which may adversely affect

the performance of its important functions."

THE LOS ANGELES Times reported in today's editions the Justice Department has evidence Fortas had agreed to receive the \$20,000 a year.

Fortas' initial explanation of his involvement with the Wolfson foundation made no mention of the amount of fee involved or when he had returned it.

He said on May 4, in the face of Life Magazine's dis-

closure, that while the fee had been "tendered" he had returned it "with my thanks."

Fortas also said then: "I have not accepted any fee or emolument from Mr. Wolfson or the Wolfson family foundation or any related person or group."

Life magazine's account spoke only of one \$20,000 fee which it said was made in January 1966 and returned in December 1966.

Fortas said he had become acquainted with Wolfson in

1965, before going on the bench, and learned about the financier's plan to improve community relations and promote racial and religious cooperation.

THESE, FORTAS ADDED, were "matters to which I had devoted much time and attention."

The justice said as his discussions with Wolfson proceeded the businessman asked him to participate and "I told him I was interested . . ."

After joining the court, Fortas went on, he again conferred with Wolfson, in Washington, about the foundation and "possible association with it."

Fortas said he again expressed his interest in the program, in expanding its scope and that he and Wolfson had "discussed the possibility of my participating in the project on a long-term basis."

"BECAUSE OF THE nature

of the work, there was no conflict between it and my judicial duties," Fortas wrote. "It was then my opinion that the work of the court would leave me adequate time for the foundation assignments."

The letter continued:

"The board of the foundation met in December 1965, and approved, by resolution, an agreement under which I was to perform services for the foundation.