



Letter to Milton Chernin, November 19, 1955: CU-9.21

[Letter, November 19, 1955]

November 19, 1955
Professor Milton Chernin
School of Social Welfare
University of California
Building T-1
Berkeley 4, California
Dear Professor Chernin:

I have your letter of November 15.

I am sorry to say that in the brief conversation with Professor Tolman during the summer I failed to receive the needed clarification with regard to the matter to which your letter refers.

I am still in the dark about many things. Specifically, I do not know how and by whom the decision was reached to pay a 30% contingency fee to Mr. Weigel. Nor do I know the extent to which your Committee is involved in this decision.

As I wrote before I do not feel bound by any agreements for which I was never a party, and for this reason I am reluctant to sign anything which might by implication commit me to such an agreement.

Part two of your formula contained in your letter of April 15, which makes specific mention of "attorney fees" disturbs me considerably. It might or it might not commit me to pay Mr. Weigel a 30% contingency fee. This is really the crux of the matter, for I am not sure whether in signing your formula I shall not be bound to follow a line of action stipulated without my consent.

I have entered into no personal agreement with Mr. Weigel concerning his fee. Conceivably, I might be willing to pay a sum exceeding 30%. This is not the point. I do not question the fairness of the fee presumably agreed upon but only the procedure adopted in fixing the amount.

I understood from Professor Tolman, rightly or wrongly, that the matter of a 30% contingency fee for Mr. Weigel was definitely assumed by your Committee in devising the formula.

On the formula itself I have no comments. I am not disposed to depreciate the generosity that prompted its adoption. Nor am I unaware of the various problems your Committee must fact in settling the affairs of the Faculty Fund.

I trust, however, you will be able to see the situation from my point of view. I cannot promise to do anything without full understanding of what it is I am promising. And such understanding I certainly lack. I would rather risk financial loss than court possible misunderstanding and controversy. The whole thing is distasteful to me.

Needless to say that I am perfectly willing to acknowledge receipt of financial assistance from the Faculty Committee, and to repay the sum you mention if I win the law suit.

Accordingly, I am enclosing the form with my signature but with the clause (- "in accordance with the Committee's plan for settlement as set forth in its letter to me of April 15, 1955") crossed out. These two facts, namely, that I owe a certain sum and that I will repay it under the condition stated, are indeed "non-controversial." But beyond that I cannot go. I am afraid you will not be satisfied with the amended form of the statement but I am sorry I am unable, at this time and distance, to do anything else.

With kind regards

Yours sincerely

J. Loewenberg