

Kenneth T. Wasserman

ATTORNEY AT LAW

EMPIRE STATE BUILDING

350 FIFTH AVENUE

SUITE 4810

NEW YORK, NEW YORK 10118

P-3-0
8/11/04

(212) 244-
FAX (212) 244-

July 27, 1998

BY TELEFAX (212-349-6515) AND BY REGULAR MAIL

Edward P. O'Hanlon, Esq.

Kiefer and Hahn

111 Broadway

New York, NY 10006

Re: Estate of Julia Taschereau

Dear Ed:

[REDACTED]

Edward P. O'Hanlon, Esq.
July 27, 1998
Page Three of Four

[REDACTED]

[REDACTED]

[REDACTED]

Edward P. O'Hanlon, Esq.
July 27, 1998
Page Four of Four

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

C. Disposal of The Decedent's Ashes

The decedent's ashes are presently stored at the Madison Avenue Presbyterian Church. I believe that Betsy is in accord with Jill's wishes that the ashes should be buried in the Kensico Cemetary, in Valhalla, New York, where other members of Jill and Betsy's family are buried. Jill would like the funeral service to take place while she is in New York, from August 18th to August 25th of this year. Would you please determine if these dates are acceptable to Betsy.

I look forward to your response to this letter, which deals with each of the issues raised in Paragraphs A), B) and C), supra. As usual, I am available to discuss with you any item in an attempt to resolve or minimize possible difficulties.

Very truly yours,

Kenneth T. Wasserman

cc: Jill Danger

Kenneth J. Wasserman

ATTORNEY AT LAW

EMPIRE STATE BUILDING
350 FIFTH AVENUE

SUITE 4810

NEW YORK, NEW YORK 10118

(212) 244-3399
FAX (212) 244-0980

July 27, 1998

BY TELEFAX (212-349-6515) AND BY REGULAR MAIL

Edward P. O'Hanlon, Esq.
Kiefer and Hahn
111 Broadway
New York, NY 10006

Re: Estate of Julia Taschereau

Dear Ed:

This letter is sent to you in accordance with our agreement that you signed on July 1, 1998, and that I signed on July 16, 1998, and our oral and written amendments and supplements thereto. We have orally agreed that this letter could be written on or before July 29, 1998, because my client has been traveling over the last several days and because we did not complete our review of the apartment until July 23, 1998. You have indicated to me that your client has not yet transferred anything from the apartment.

As you know, Jill Danger ("Jill") and I have reviewed the contents of the apartment. On July 27, 1998, in the presence of your client, Betsy Combier ("Betsy"), another person and I removed those items that Betsy had earlier consented could be removed by Ms. Danger, with the assistance of both you and me.

A) Items Not to be Disposed

There follows a list of those items in the apartment that, pursuant to our agreement, Ms. Danger requests should not be disposed of by Ms. Combier. Before the items leave the apartment, we should come to an agreement as to where they are to be stored. Jill and I would like the ability to look at the items, after they are appropriately stored.

Edward P. O'Hanlon, Esq.
July 27, 1998
Page Two of Four

- 1) All items that Ms. Danger has requested to be removed from the apartment, which Ms. Combier has refused;
- 2) The angel collection and other objects on the etager near the window;
- 3) All photographs and photo albums, except those that are exclusively of Ms. Combier, her husband and children, and are not of the decedent;
- 4) All letters to the Villager;
- 5) Oil Painting of Jill and Betsy, approximately 30" by 24";
- 6) Envelope with Letters from Charles Amstein;
- 7) Stool, with Blue Leather Top. (Contrary to your oral assertion that the stool was purchased by Betsy, it was, in fact, purchased by Jill in Mexico, in or about 1970);
- 8) Two framed pencil drawings of Jill by Betsey;
- 9) All legal documents of the decedent, including but not limited to copies of decedent's and decedent's parents' wills, and related correspondence; copies of decedent's separation and divorce papers, and related correspondence; copies of decedent's insurance papers, and related correspondence; copies of Samuel Strauss's trust and related correspondence and documents;
- 10) All income tax returns of the decedent, and related correspondence;
- 11) Numerous 78" records;
- 12) Numerous letters from Jill to Betsy;
- 13) Decedent's diaries, from approximately 1951 to 1991;
- 14) Numerous letters and correspondence to and from decedent;
- 15) All items on or near the glass table in the living room;
- 16) Numerous scrap books, photo albums and correspondence of decedents and decedent's parents;
- 17) Suitcase filled with Christmas cards;
- 18) Suitcase filled with four-leaf clovers.

99 977
NO
130

store
+
correspondence

misc

MY
SUITCASE

?

Missing
Jill?

property of
B

property of B

?

?

?

?

Kindly advise me of your client's consent to the foregoing, before anything is removed. You told me that Betsy plans to clear the apartment on or about July 31, 1998, in order to prepare the apartment for sale.

Edward P. O'Hanlon, Esq.
July 27, 1998
Page Three of Four

B) Items Not Found in the Apartment and Presumed Taken by Ms. Combier

! ?

Several items in the apartment were not located, although a diligent search was made for them. According to our agreement, Betsy agreed to take nothing from the apartment unless Jill consented, in writing. Similarly, Jill has agreed not to challenge Betsy's application for preliminary letters, to which application Jill was wrongly not given notice, only to the extent that Betsy does not take items from the apartment, unless Jill has agreed. It appears that Betsy has taken several items from the apartment, which Jill has not had the opportunity to look at or to challenge. These items are as follows:

← Wasserman's accusation

1st apt.

1) Framed letter, perhaps from Arturo Toscanini to the decedent, that on the living room wall to the right of the piano;

→ stored with estate docs.

2) Jill's Diaries, 1969, 1970, 1971;

3) Jill's Papers from Brandeis, including her theses and other school work;

Sold

4) Fur (perhaps mink) winter coat (The coat may be in storage; please confirm);

→ sold for less than \$30

5) Jill's yearbooks from Nightingale Bramford, other than 1964 and 1967;

6) Decedent's medical bills and other documents related to her health and hospitalizations in the year prior to her death;

copied

7) Jill's and her daughter Julie's letters to the decedent. (One such absent letter was the topic of conversation that Betsy had with a representative of the Madison Avenue Presbyterian Church, after decedent's death. Betsy told this individual that she had seen the letter while she was reviewing her mother's effects after her mother's death);

Ed has it

8) Decedent's financial documents, including checkbooks, cancelled checks, bank account monthly statements, credit card bills, credit card monthly statements, correspondence and other documents concerning the Samuel Strauss Trust. I would like to review these documents;

all viewed

9) Decedent's Life Insurance documents. I would appreciate a prompt understanding of whether Betsy is aware of any life insurance policy. I would like to review these documents;

none

none

10) Jill's first tooth. (Betsy indicated to Jill that she had found the tooth, after the decedent's death. Jill did find one box with three teeth and a locket of hair inside, but they do not appear to be Jill's);

In box have

?!

11) The decedent's address books;

12) The decedent's diaries after 1991;

?

Edward P. O'Hanlon, Esq.
July 27, 1998
Page Four of Four

While Betsy has the right to remove a few of these items in her role as preliminary executrix, pursuant to our agreement she does not have the right to take from the apartment most of the items listed in Paragraph B). Would you kindly advise me as to your client's understanding of the location of each of the items listed in Paragraph B), and allow for my inspection of those items over which she has control. Certainly none of these items should be disposed of.

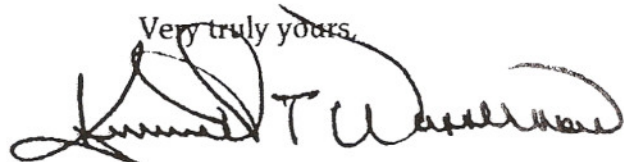
All other items in the apartment, apart from those listed in Paragraph A) and Paragraph B) can be disposed of or sold, with the proceeds going totally in the estate account, to which Ms. Danger, by agreement, will have accountings, as payments are made to and by it. If Betsy intends to keep any item of value in the estate, rather than to sell it, Jill should be advised of this fact within a reasonable time after Betsy forms the intent so that Jill can have the opportunity to challenge the intent in court, if she is so disposed.

C. Disposal of The Decedent's Ashes

The decedent's ashes are presently stored at the Madison Avenue Presbyterian Church. I believe that Betsy is in accord with Jill's wishes that the ashes should be buried in the Kensico Cemetary, in Valhalla, New York, where other members of Jill and Betsy's family are buried. Jill would like the funeral service to take place while she is in New York, from August 18th to August 25th of this year. Would you please determine if these dates are acceptable to Betsy.

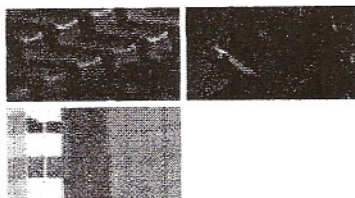
I look forward to your response to this letter, which deals with each of the issues raised in Paragraphs A), B) and C), supra. As usual, I am available to discuss with you any item in an attempt to resolve or minimize possible difficulties.

Very truly yours,



Kenneth T. Wasserman

cc: Jill Danger



General Corporate & Business, Commercial Law,
Civil Litigation, Trusts & Estates, Wills & Probate
KENNETH T. WASSERMAN

Kenneth T. Wasserman
Member

Email: ktw@kenwasserman.com

Practice Areas: General Corporate;
Business; Commercial Law; Civil
Litigation; Trusts and Estates; Wills;
Probate.

Admitted: 1971, New York

Law School: New York University
(J.D., 1970; LL.M., 1972)

College: University of Illinois, A.B.,
with high honors, 1967

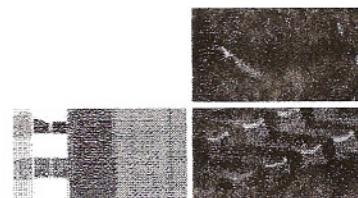
Member: Association of the Bar of the
City of New York (Chairman,
Entertainment Committee, 1997-2000;
Member, Committee on Professional
and Judicial Ethics, 2000-2003;
Committee on Asian Affairs, 2003-);
New York State and American Bar
Associations; American Foreign Law
Association; Winston Lord Roundtable
on Asia, the Rule of Law and U.S.
Foreign Policy at the Council on
Foreign Relations (Member, 2003-).

Biography: Author: "Case Study of an
Intriguing 'Primitive' Murder Trial:
Financial Settlement Between the
Murderer and the Victim's Family,"
Bulletin of the American Academy of
Psychiatry and Law, 1981. Member,
Citizen's Union, Local Candidates
Committee, 1999-.

Languages: French.

Born: Chicago, Illinois, December 21,
1945

ISLN: 902938739



- HOME
- FIRM OVERVIEW
- ATTORNEY PROFILE
- CONTACT
- DIRECTIONS



This web site is designed for general information only. The information presented at this site should not be construed to be formal legal advice nor the formation of a lawyer/client relationship.