



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20461

THIS IS THE END OF MUR # 1443

Date Filmed 8-5-82 Camera No. --- 2

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 13, 1982

MEMORANDUM

TO: File

FROM: Vincent J. Convery, Jr. *VJC*

SUBJECT: Preparation of "Public Record" File in MUR 1443

MUR 1443 involved allegations of illegal contributions to the campaign of William B. Richardson, a candidate for the Democratic nomination for Congress from the Third District of New Mexico. The complaint, dated May 13 1982, was received by the Commission's Office of General Counsel on May 18, 1982. The respondent and the complainants desired that the matter be resolved before the New Mexico primary, which was scheduled for June 1, 1982.

Respondent retained counsel both in New Mexico and in Washington, D.C. As part of their effort to process the case in a expedited fashion, local counsel delivered to the Commission several affidavits which had been typed in Washington based on information telephoned from New Mexico. These affidavits were unsigned and had no exhibits attached to them. Subsequently, copies of the affidavits, with signature pages, were telecopied from New Mexico. Finally, the original affidavits, with exhibits, were forwarded to the Commission via express messenger service. The Office of General Counsel forwarded all these affidavits, in whatever form, to the Commission as they became available. See Index Items 13 (at f.n. 2); 15; and 17.

So that the public file in MUR 1443 is not unnecessarily burdened with repetitious materials, we have included therein only the original, signed copies of the affidavits. With duplicate materials having been removed, the following is an Index of the documents which comprise the Commission's permanent file in MUR 1443.

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1. Complaint, w/attachments, dated 13 May 82.
2. Note, undated, received 18 May 82, complainants to C.N. Steele, w/additional information re complaint.
3. Letter, 12 May 82, William B. Richardson (respondent) to FEC re: designation of New Mexico counsel.
4. Letter, 12 May 82, W.B. Richardson to FEC re: designation of DC counsel.
5. Letter, 19 May 82, FEC docket to J. Pope and J. Evans acknowledging receipt of complaint.
6. Letter, undated, K. A. Gross to M.P. Gross, N.M. attorney for respondent.
7. Affidavit of Clarence Rumpel, Vice President, First Interstate Bank of Santa Fe, N.M, dated 26 May 82, w/attachments:
 - a. Certificate of Deposit # 12907, 20 Oct 81
 - b. Certificate of Deposit # 12980, 20 Jan 82
 - c. Financial Stmt for Individual re: William B. Richardson, through 30 June 81
 - d. Loan Write-up, 19 Jan 82, William B. and Barbara F. Richardson
 - e. Hypothecation agreement re: CD 12980, 19 Jan 82.
 - f. Assignment of Time Deposit Account re: CD 12980, undated
 - g. Loan agreement, between First Interstate Bank of Santa Fe, N. M. and W. B. and Barbara F. Richardson, 19 Jan 82.
 - h. Disclosure Statement, 19 Jan 82, re: Loan from First Interstate Bank to W. B. and B.F. Richardson
 - i. Commerical loan worksheet, 18 Feb. 82
 - j. Loan agreement between First Interstate Bank and W. B. Richardson, dated 18 Feb 82
 - k. Disclosure statement for loan dated 18 Feb 82 (see 7j, above).

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1. Certificate, 26 May 82, executed by W.B. and B.F. Richardson and by _____, re: designation of counsel and authorization for release of bank records.
8. Affidavit of _____, dated 26 May 82, w/attachments.
 - a. Same as 7e, above
 - b. Same as 7f, above.
9. Affidavit of William B. Richardson, dated 26 May 82, w/attachments:
 - a. Same as 7f, above
 - b. Same as 7e, above
 - c. Warranty deed, dated 13 January 82
 - d. Same as 7j, above
 - e. Same as 7g, above
10. Letter dated 28 May 82, Neal A. Jackson, local counsel to respondent, to G. Johansen, OGC, transmitting Nos. 7, 8 and 9, above.
11. Document entitled "Advice - Riggs National Bank, Washington, D.C." dated 14 July 78
12. Power of attorney, dated 19 Dec 80.
13. First General Counsel's Report, dated 28 May 82 w/attachments:
 - a. Complaint
 - b. "Respondent's responses"
 - c. Proposed closing letters
14. Memo, 28 May 82, P. Kayson to M. Emmons, forwarding # 13 to Commission.
15. Memo, 28 May 82, C. Steele by K. Gross to Commission, forwarding telecopied affidavit of W.B. Richardson, and telecopy of campaign loan agreement.
16. Memo, 28 May 82, P. Kayson to M. Emmons, forwarding # 15 to Commission.

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17. Memo, 1 June 82, C. Steele by K. Gross to Commission, forwarding originals of documents provided by respondent. (Telecopied versions and other non-original copies already had been forwarded to Commission.)
18. Memo, 1 June 82, S. Barndollar to M. Emmons, forwarding # 17 to Commission.
19. Affidavit of Patricia Gibney Webster, dated 1 June 82 (no attachments).
20. Affidavit of Christopher Webster, dated June 82, w/attachments:
 - a. Memorandum Agreement (Santa Fe Board of Realtors Approved Standard Form) between W.B. and B.F. Richardson and C. Webster, dated 15 June 1981.
 - b. Deposit receipt and Agreement Addendum, dated 20 April 1981.
 - c. Counter Proposal # 1, dated 12 June 1981
 - d. Extension agreement, dated 24 Sept. 1981
 - e. Extension agreement, dated 30 June 1981
 - f. Order and Judgement of District Court, County of Santa Fe, SF 80-2382(c), filed 22 Dec 81.
21. Ltr, 3 June 82, N. Jackson to G. Johansen, forwarding # 19 and 20 to FEC.
22. Memo, 3 June 82, C. Steele by K. Gross to Commission, forwarding # 19, 20 and 21.
23. Memo, 3 June 82, P. Kayson to M. Emmons, forwarding # 22 to Commission.
24. Certification of Commission action finding no RTB, dated 8 June 82.
25. Closing letters, dated 9 June 82, C. Steele by K. Gross to Counsel for respondent:
 - a. M.P. Gross
 - b. N. Jackson

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26. Closing ltrs, dated 9 June 82, C. Steele by K. Gross to complainants:
- a. J.W. Pope
 - b. J. Evans

DELETIONS FROM PUBLIC FILE

The following deletions have been made from the documents listed above; the remaining materials will comprise the public record file in MUR 1443.

1. From Document 7, Affidavit of C. Rumpel, and Attachments 7a, 7b, 7d, 7e, 7f and 7l thereto; and

From Document 8, Affidavit of _____, and Attachments 8a and 8b thereto; and

From Document 9, Affidavit of William B. Richardson, and Attachments 9a and 9b thereto; and

From Document 10, letter from Neal A. Jackson; and

From Document 13, First General Counsel's Report, we have deleted information which would tend to identify the individual who purchased the certificate of deposit which was used as collateral for the January 19, 1982, loan respondent and his wife utilized to purchase real estate in Tesuque, New Mexico. See 5 U.S.C. § 552 (b) (7) (C).

2. Document 7C, Financial Statement of William B. Richardson, June 30, 1981, deleted in its entirety. See 5 U.S.C. §§ 552(b) (4) and 552(G) (7) (C).

3. Document 11, Riggs National Bank Advice deleted in its entirety. See 5 U.S.C. § 552 (b) (7) (C).

4. Document 12, Power of Attorney, deleted in its entirety. See 5 U.S.C. § 552 (b) (7) (C).

5. Additional information of a personal nature has been deleted from Document 8, Affidavit of _____.

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SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space.

1. The following service is requested (check one):

- Show to whom and date delivered.....
- Show to whom, date and address of delivery.....
- RESTRICTED DELIVERY
Show to whom and date delivered.....
- RESTRICTED DELIVERY.
Show to whom, date, and address of delivery.....

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Michael Gross L2
Santa Fe, N.M.

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	973679	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE Addressee Authorized agent

4. *Maha Khoury*
DATE OF DELIVERY

5. ADDRESS: JUN 14 1962

6. UNABLE TO DELIVER BECAUSE

SANTA FE, NM
JUN 16 1962
USPO

Carry



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 9, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Jane Evans
P.O. Box 705
Tijeras, New Mexico 87059

Re: MUR 1443

Dear Ms. Evans:

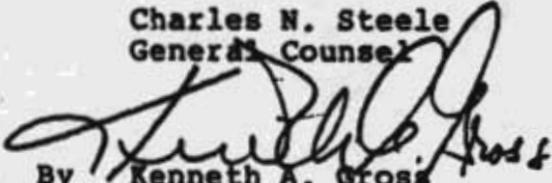
The Federal Election Commission has reviewed the allegations of your complaint dated May 13, 1982 and determined that on the basis of the information provided in your complaint and information provided by the Respondent there is no reason to believe that a violation of the Federal Election Campaign Act of 1971, as amended ("the Act") has been committed.

Accordingly, the Commission has decided to close the file in this matter. The Federal Election Campaign Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. §437g(a)(8).

Should additional information come to your attention which you believe establishes a violation of the Act, you may file a complaint pursuant to the requirements set forth in 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.4.

Sincerely,

Charles N. Steele
General Counsel


By Kenneth A. Gross
Associate General Counsel

02040341138



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 9, 1982

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

John W. Pope
P.O. Box 405
Belen, New Mexico 87002

Re: MUR 1443

Dear Mr. Pope:

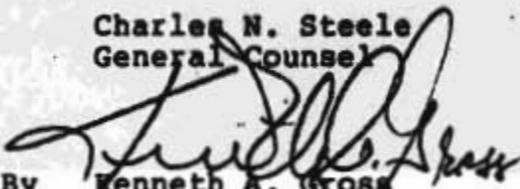
The Federal Election Commission has reviewed the allegations of your complaint dated May 13, 1982 and determined that on the basis of the information provided in your complaint and information provided by the Respondent there is no reason to believe that a violation of the Federal Election Campaign Act of 1971, as amended ("the Act") has been committed.

Accordingly, the Commission has decided to close the file in this matter. The Federal Election Campaign Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. §437g(a)(8).

Should additional information come to your attention which you believe establishes a violation of the Act, you may file a complaint pursuant to the requirements set forth in 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.4.

Sincerely,

Charles N. Steele
General Counsel

By 
Kenneth A. Gross
Associate General Counsel

62040341140



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 9, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Neal A. Jackson
Sanford, Adams, McCullough & Beard
Washington, D.C. 20005

Re: MUR 1443

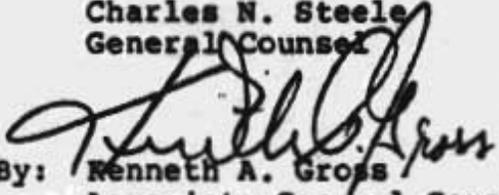
Dear Mr. Jackson:

On May 19, 1982, the Commission notified you of a complaint alleging that your client had violated certain sections of the Federal Election Campaign Act of 1971, as amended.

The Commission, on June 8, 1982, determined that on the basis of the information in the complaint and information provided by the respondents there is no reason to believe that a violation of any statute within its jurisdiction has been committed. Accordingly, the Commission closed its file in this matter. This matter will become a part of the public record within 30 days.

Sincerely,

Charles N. Steele
General Counsel


By: Kenneth A. Gross
Associate General Counsel

82040341141



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20543

June 9, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Michael P. Gross
Roth, Van Anberg & Gross
P.O. Box 1447
Santa Fe, New Mexico

Re: MUR 1443

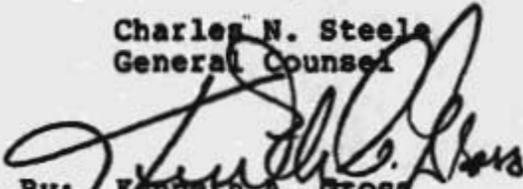
Dear Mr. Gross:

On May 19, 1982, the Commission notified you of a complaint alleging that your client had violated certain sections of the Federal Election Campaign Act of 1971, as amended.

The Commission, on June 8, 1982, determined that on the basis of the information in the complaint and information provided by the respondents there is no reason to believe that a violation of any statute within its jurisdiction has been committed. Accordingly, the Commission closed its file in this matter. This matter will become a part of the public record within 30 days.

Sincerely,

Charles N. Steele
General Counsel


By: Kenneth A. Gross
Associate General Counsel

82040341142

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
William B. Richardson)

MUR 1443

CERTIFICATION

I, Marjorie W. Emmons, Recording Secretary for the Federal Election Commission Executive Session on June 8, 1982, do hereby certify that the Commission decided by a vote of 4-2 to take the following actions in the above-captioned matter:

1. find no reason to believe that William B. Richardson or New Mexicans for Bill Richardson violated 2 U.S.C. §441e;
2. approve the letters to respondent and complainant which had been attached to the FEC General Counsel's May 28, 1982 report.
3. close the file.

Commissioners Aikens, Elliott, McDonald, and McGarry voted affirmatively for the decision. Commissioners Harris and Reiche dissented.

Attest:

6-8-82

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary of the Commission

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RECEIVED
OFFICE OF THE
COMMISSION SECRETARY

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

02 JUN 82 P 4: 42

June 3, 1982

MEMORANDUM TO: The Commission
FROM: Charles W. Steele
General Counsel
BY: Kenneth A. Gross
Associate General Counsel *KAG*
SUBJECT: MUR 1443

Attached for your information is supplemental material submitted by the respondent in MUR 1443. These materials do not add any new facts but rather they further corroborate facts already presented. These materials were submitted on June 3, 1982.

62040341145

CC# 7076

**SANFORD, ADAMS, McCULLOUGH & BEARD
ATTORNEYS AT LAW**

NEAL A. JACKSON
MARTIN E. FIRESTONE
BEVERLY D. HORN
FORD ROWAN, OF COUNSEL

1150 FIFTEENTH STREET, N.W.
WASHINGTON, D.C. 20005

RALEIGH OFFICE
404 FAYETTEVILLE STREET MALL
P.O. BOX 368
RALEIGH, NORTH CAROLINA 27602
(919) 833-0864

202 523-8880
CABLE: SANLAW

June 3, 1982

JUN 3 12:51
GENERAL COUNSEL

Gary Johansen, Esquire
Assistant General Counsel
Federal Election Commission
1325 K Street, N.W.
7th Floor
Washington, D.C. 20463

Re: NUR 1443
William B. Richardson

Dear Mr. Johansen:

In our letter of May 28, 1982, we reserved the right to submit additional materials in support of our position that the above complaint lacks merit. Accordingly, we submit herewith the following items:

(1) Affidavit of Christopher Webster, a real estate broker in Santa Fe, New Mexico, describing the events which surrounded the agreement by the Richardsons to purchase the real estate in Tesuque, New Mexico.

(2) Affidavit of Patricia Gibney Webster, another real estate broker in Santa Fe, who was involved in arranging the final transfer of the property, describing the circumstances which created the need for the Richardsons to obtain loan collateral in the form of the assignment of the certificate of deposit by Mr. Richardson's mother.

Although the enclosed affidavits do not add any new facts to those which have already been submitted, they do further corroborate the facts previously adduced in the other affidavits submitted.

Specifically, the testimony, we believe, shows conclusively that the power of attorney/assignment transaction

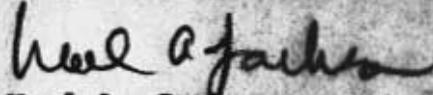
62040341146

Gary Johnson, Esquire
June 3, 1982
Page 2

was not a "contribution" within the meaning of 2 USC §431(8)
(A)(i) since it was made as an aid to the subject real
estate transaction, and not "for the purpose of influencing
any election for federal office."

If you have any questions regarding the enclosed,
please contact the undersigned or Mike Gross.

Very truly yours,



Neal A. Jackson

NAJ/ps
cc: Michael P. Gross, Esquire

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amount of \$2,500.00 which was paid and kept in my firm's escrow account.

6. The land owned by the Coxs and mortgaged through Migel to the Dauers was at this approximate time and subsequently at all material times the subject of a lawsuit filed by the Dauers against Migel and Cox and other persons who had already purchased parts of the original tract from Migel. It was part of the understanding between the Coxs and the Richardsons that this lawsuit would have to be settled one way or another before their purchase of the land could go through.

7. A Judgment, a copy of which is attached and made part hereof, was entered in favor of Mr. Migel on December 22, 1981 although it was internally dated December 15, 1981. The Judgment required Mr. Migel to make certain payments to the Plaintiffs within 30 days of December 15, 1981. In the meanwhile, the Coxs and the Richardsons had arrived at a series of written understandings which extended the deadline for the closing of their own deal concerning the tract in question. The purpose of these extensions was to keep their deal alive until the litigation between the Dauers and Migel, et. al. could be concluded.

8. Bill and Barbara Richardson spent the Christmas holidays that year away from Santa Fe and returned early in January, 1982. I left town on January 8, 1982 and did not return until Sunday, the 17th. As a result, I asked my wife, Patricia, who is also a licensed realtor to substitute for me during this week by arranging the closing and making sure that the Coxs and the Richardsons exchanged the necessary documents and payment as required by their contract.

9. Attached to this Affidavit are two copies of extension agreements previously referenced signed by myself, the Richardsons and the Coxs and made a part hereof.

More Affiant Sayeth Not.


CHRISTOPHER WEBSTER

DULY SWORN TO AND SUBSCRIBED before me this
of June, 1982.



1ST day
OFFICIAL Signature *Michael J. Cross*
NOTARY PUBLIC - NEW JERSEY
Notary Bond Paid with Secretary of State
My Commission Expires 12-22-1982
NOTARY PUBLIC

My Commission Expires:

FRANCIS CARIBOND
214-11057400, S.A.C.
COMMUNICATIONS CENTER



MEMORANDUM AGREEMENT

Date 15 June 1981

Received of William E. and Barbara Richardson, husband and wife

The sum of Two thousand five hundred and 00/100-----dollars--(\$2,500.00)

as Earnest Money Deposit, the receipt of which is hereby acknowledged, to be held in escrow by the Realtor on behalf of the parties, on the purchase of the following property:

Belonging to Preston and Sandra Cox, husband and wife

Located at off Frencho Canyon Road, Tesuque, Santa Fe County, New Mexico

Legal Description Lot 2 on plat of survey for Preston and Sandra Cox prepared by Smith and Williamson, such lot containing 10.002 acres more or less, legal description and plat to be supplied prior to closing, such plat being filed in the office of the County Clerk February 17, 1981, Reception number 473711, survey dated January 9, 1981.

The FULL PURCHASE PRICE is \$ 55,000.00 to be paid as follows

Earnest Money Deposit \$ 2,500.00
Remainder of Down Payment (to be paid at closing) \$ 53,500.00
Balance of Purchase Price \$ -0-

TOTAL \$ 56,000.00

This offer is contingent upon the following: 1. the Purchaser's ability to secure within 10 days from the date hereof a firm mortgage commitment from a recognized lending institution in the minimum principal amount of \$54,500.00, with interest at the prevailing rate, it being understood that such mortgage includes a loan for the purchase of within premises

Purchaser agrees to make prompt and diligent application for (Cont)

The price includes the following personal property NONE

The SELLERS agree to furnish a merchantable title by Warranty Deed, and XXXXXXXXXXXXXXX or X Int. Insurance Policy acceptable to the BUYERS or their attorney

Tax assessments, insurance, rents, trust funds, interest, etc., to be prorated as of closing. The BUYERS have inspected the property

Date of Closing on or before 30 June 1981 Date of Possession upon closing

SELLERS agree to pay the Realtor a 6.25% commission of the selling price, plus New Mexico gross receipts tax, or half of any forfeited deposit up to the full commission

BUYERS understand and agree that the earnest money deposit paid by BUYERS shall be forfeited if BUYERS fail to comply with the terms of this agreement.

The SELLERS agree to SELL, and BUYERS agree to BUY said property on the above price and terms. This offer shall become null and void if not accepted by the seller prior to 5:00 P.M. 20 June 1981

SELLER Signature: [Handwritten Signature] REALTOR

BUYER Signature: [Handwritten Signature] BUYER SALESMAN

SANTA FE BOARD OF REALTORS, INC.



DEPOSIT RECEIPT AND AGREEMENT ADDENDUM

The following agreement is an addendum to, and a part of the Deposit Receipt and Agreement between the

SELLER(S): Preston and Sandra Cox, husband and wife

and PURCHASER(S): William B. and Barbara Richardson, husband and wife

for the property located at: off Pachecho Canyon Road, Tesuque, Santa Fe County, New Mexico

Legal Description: Lot 2 on plat of survey for Preston and Sandra Cox, such lot containing 10.002 acres more or less

Deposit Receipt and Agreement dated 15 June 1981

It is mutually understood and agreed that the following terms and conditions shall be made a part of the above described

Deposit Receipt and Agreement such loan. In the event that the Purchaser is unable to obtain such commitment within such time, Buyer and Seller may elect to a. extend such time for an additional period; b. proceed on an all cash basis; c. cancel this contract at the option of Purchaser. In the event of cancellation, Seller shall refund to Purchaser the down payment theretofore held in escrow. 2. Purchaser's ability to obtain private telephone and electric service to the within premises within 90 days of the date hereof; statements from Public Service Company and Mountain Bell to be provided in writing prior to closing guaranteeing such installation; 3. Purchaser's ability legally to divide the subject premises into two (2) five acre parcels prior to closing. Seller represents that the subject premises may be so divided provided that the approval of the Land Use and Code Administrator of the County of Santa Fe is obtained. 4. Seller's imposing covenants and restrictions on all the remaining lots shown on the aforesaid plat with the exception of the parcel previously conveyed to Jacobs, such covenants and restrictions to be in substantially the same form and content as those filed in the office of the County Clerk of the County of Santa Fe at Book 395, Page 751. Seller agrees that such covenants and restrictions will be similarly filed on or before closing, all at Seller's own cost and expense. Similar covenants and restrictions will be filed on all remaining property within Tracts A-4 and A-5 as shown on plat of survey for Ruthling with the exception of the parcel previously conveyed to Govich at owner's expense. 5. With respect to Telephone and Electric service, Seller agrees to provide same to the property line of the within premises at Seller's own cost and expense. 6. Buyer and Seller to split survey, title insurance, and closing costs 50/50. Earnest money shall be returned in full if the contingencies of this contract are not fulfilled.

PURCHASER(S): _____ PURCHASER(S) _____ DATE 4/20/81 TIME _____

SELLER(S) _____ SELLER(S) _____ DATE _____ TIME _____



COUNTER PROPOSAL # 1

This attachment is made a part of that certain Deposit Receipt and Agreement by and between William B. and Barbara Richardson, husband and wife as PURCHASER(S) and Preston and Sandra Cox, husband and wife at SELLER(S), originally dated 15 June, 1981 19 81 5:00 PM

Re Proposed Contract for the purchase of property located at Tesuque Valley

Address City of Santa Fe County of Santa Fe New Mexico

Legal Description Lot 2 on plat of survey for Preston and Sandra Cox prepared by Smith and Williamson

The undersigned PURCHASER(S) accept(s) said proposed Deposit Receipt and Agreement subject to the following changes: 1. Section 5 of original memorandum agreement is unacceptable to Sellers. 2. Offer contingent upon Seller's ability to secure a release from existing mortgage holder. 3. In the event that land survey is not completed prior to closing, Seller's shall put \$200 into escrow to cover their one-half of the survey expense, and monies remaining after completion of survey to be returned to Seller.

All other terms and conditions to remain the same if this COUNTER PROPOSAL is accepted by PURCHASER(S)/SELLER(S) as evidenced by PURCHASER(S)/SELLER(S) signature(s) and delivery to the PURCHASER(S)/SELLER(S) Sign on before 5:00 AM/PM 30 June 19 81

then said Deposit Receipt and Agreement as amended hereby shall become a contract between the parties. It is agreed between PURCHASER(S)/SELLER(S) that this counterproposal may be withdrawn at any time prior to acceptance and delivery of the counter proposal to the PURCHASER(S)/SELLER(S).

Date: [Signature] 19 81 [Signature] PURCHASER(S)/SELLER(S) Sandra H. Cox PURCHASER(S)/SELLER(S)

This foregoing counter proposal is accepted this [Signature] day of [Signature] 19 81 AM/PM

[Signature] PURCHASER(S)/SELLER(S) [Signature] PURCHASER(S)/SELLER(S)

SANTA FE BOARD OF REALTORS, INC.

EXTENSION AGREEMENT

Re: Deposit Receipt and Agreement dated 15 June 1981
between Barbara and Bill Richardson as PURCHASER(S)
and Preston and Sandra Cox as SELLER(S)

relating to sale and purchase of property located at:
Address off Pachecho Canyon Rd., Tesuque
City of County of Santa Fe New Mexico.

Legal Description: Lot 2 of plat of survey for Preston and Sandra Cox
prepared by Smith and Williamson, such lot containing 10.002
acres more or less.

It is hereby mutually understood and agreed that the date for closing and signing of closing documents shall be extended
from 1 August 1981 to 31 October 1981

Other dates set forth in said contract shall be extended as follows:
Possession date: upon closing
Proration date: upon closing
Reasons for extension: lack of final documents and contingency fulfillment

All other terms and conditions remain the same.

Dated this 24th day of September 1981

Barbara J. Richardson PURCHASER(S)
William Richardson PURCHASER(S)
Christopher Webster BROKER
[Signatures of Seller(s) and Broker]

BY BY

SANTA FE BOARD OF REALTORS, INC.

EXTENSION AGREEMENT

Re: Deposit Receipt and Agreement dated 15 June 1981
between Barbara and Bill Richardson as PURCHASER(S)
and Preston and Sandra Cox as SELLER(S)

relating to sale and purchase of property located at:

Address off Pachecho Canyon Rd., Tesuque

City of County of Santa Fe New Mexico.

Legal Description: Lot 2 on plat of survey for Preston and Sandra Cox
prepared by Smith and Williamson, such lot containing 10,002 acres
more or less

It is hereby mutually understood and agreed that the date for closing and signing of closing documents shall be extended
from 30 June 1981 to 31 July 1981

Other dates set forth in said contract shall be extended as follows:

Possession date: upon closing

Proration date: upon closing

Reasons for extension: lack of final documents and contingency fulfillment

All other terms and conditions remain the same.

Dated this 30th day of June 30 1981

William B. Richardson
PURCHASER(S)

Preston and Sandra Cox
SELLER(S)

Barbara F. Richardson
PURCHASER(S)

Sandra Cox
SELLER(S)

Christopher Webster
BROKER

Christopher Webster
BROKER

BY

BY

FILED Dec 22, 1981

STATE OF NEW MEXICO COUNTY OF SANTA FE
IN THE DISTRICT COURT

MONTE P. DAUER and
MARCELA RUTHLING DAUER,
husband and wife,

Plaintiffs,

vs.

No. SF 80-2382(C)

HAMILTON MIGEL and
CANDICE MIGEL, husband
and wife, and PRESTON COX
and SANDRA COX, husband
and wife,

Defendants.

ORDER & JUDGMENT

THIS MATTER has come before the Court for trial on the merits. The Court has entered its decision and has made certain orders. The Court is fully apprised in the premises.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. That Defendants pay the full amount of the November 26, 1980 payment (\$24,748.20).
2. That Defendants pay the two (2) payments which have become due during the pendency of this suit.
3. That Plaintiffs' Complaint be held in abeyance pending the Defendants' payment of the aforementioned sums to the Plaintiffs.
4. That Defendants resume paying their obligations under the note at the times and places so specified.
5. That Defendants shall have thirty (30) days from December 15, 1981, the date of entry of the Court's decision, to pay the aforementioned sums. If such payments

are made within such period of time, Plaintiffs' Complaint will be dismissed.

6. In the event Defendants fail to pay the amounts due to the Plaintiffs within the above-referenced period of time, the Court will take further evidence on Plaintiffs' entitlement to foreclosure.

7. The parties shall bear their own attorney's fees.

8. Costs of the proceeding shall be assessed against the Plaintiffs.

(S)

LORENZO P. GARCIA
DISTRICT JUDGE

Submitted by:

(S)

RANDOLPH B. FELKER
ATTORNEY FOR PLAINTIFFS

(S)

SAUL COHEN
ATTORNEY FOR DEFENDANTS

BEFORE THE FEDERAL ELECTION COMMISSION

AFFIDAVIT

MUR 1443

I, Patricia Gibney Webster, being first duly sworn hereby depose and state:

1. I am a licensed real estate sales associate of the Christopher Webster Real Estate Firm in Santa Fe, New Mexico, and have been such since 1979.

2. During the week of January 11, 1982, my husband, Christopher Webster, and the owner of the firm with which I am associated, asked me because of his absence to take over the arrangements for closing a real estate purchase and sale between Preston and Sandra Cox (Sellers) and William B. and Barbara F. Richardson (Buyers) which for reasons having to do with a contract between the Coxes and the Richardsons and because of the existence of an outstanding Court Judgment in the case of Dauer vs. Migel, et. al., SF 80-2382, had to be concluded within 30 days of December 15, 1981, the date a judgment was entered in the above referenced case.

3. I informed the Richardsons on Monday, January the 11th, of the need to close this deal by Wednesday. That was the date that I had arranged for the closing to be certain that we would be within the 30 day deadline specified in the Judgment. The Richardsons, however, reacted with some surprise at the imminence of the closing. Apparently they had either forgotten or had somehow misunderstood the necessity of coming up with the purchase price within the 30 day period. They apparently assumed that they would have an extra unspecified period of time in which to make the arrangements to obtain a loan for the purchase price which they otherwise would not have had.

4. Later that week, I believe the next day, Tuesday, January 12th, I discussed the situation with Hal Migel who confirmed the deal would have to be concluded by Friday, January 15th by our calculation. Hal subsequently told me that he had run into

Barbara Richardson either that Tuesday or Wednesday and had explained to her the need to come up with the purchase price within three days. Subsequent to that, Hal also informed me that it was his belief the Richardsons would not be able to come up with the purchase price in view of the fact that a bank loan would be contingent upon an appraisal of the property which could not be completed within the time specified in the Judgment.

5. As a result, hasty arrangements were made by the Richardsons for securing a bridge loan of some type to allow them to close the deal and arrange for a bank loan using other collateral.

6. The closing did take place on January 15, 1982 at the offices of Territorial Abstract and Title Company in Santa Fe, New Mexico. However, the attorney for the Dauers refused to release the deed on that date and as a result, the Title Company kept the closing instruments and the remaining purchase payment in their escrow account until the following week when the attorney for the Plaintiffs in the lawsuit finally did agree to release the deed and the deal was concluded.

More Affiant Sayeth Not.

Patricia Gibney Webster
PATRICIA GIBNEY WEBSTER

DULY SWORN TO AND SUBSCRIBED before me this 1st day of June, 1982.



OFFICIAL SEAL
Signature *Michael P. Gross*
MICHAEL P. GROSS
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
NOTARY PUBLIC *My Comm. Expires 6-22-1982*

My Commission Expires:



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 1, 1982

MEMORANDUM TO: Marjorie Emons
FROM: Steven Barndollar
SUBJECT: MUR 1443

Please have the attached Memo to the Commission distributed on an informational basis. Thank you.

Attachment

02040341160



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20461

RECEIVED
OFFICE OF THE
COMMISSION SECRETARY

82 JUN 1 AM: 08

SENSITIVE

June 1, 1982

MEMORANDUM TO: The Commission

FROM: Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel *KAG*

SUBJECT: MUR 1443

Attached for your information are all of the original documents in MUR 1443 that were in transit from Federal Express. These materials are the same (but signed) reproductions of the documents discussed in footnote two of the First General Counsel's Report.

Attachment

Materials from Respondent

62040341161





FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

RECEIVED
OFFICE OF THE
COMMISSION SECRETARY

02 MAY 28 AIB: 56

SENSITIVE

May 28, 1982

MEMORANDUM TO: The Commission
FROM: Charles N. Steele
General Counsel
BY: Kenneth A. Gross
Associate General Counsel
SUBJECT: MUR 1443

On May 28, 1982, the Office of General Counsel received an additional affidavit from the attorney representing respondent in MUR 1443 (See Attachment). This affidavit of William B. Richardson was telecopied. All the original signed copies of affidavits are in transit via Federal Express. Also received by the Office of General Counsel was a telecopy of the campaign loan agreement. The Office of General Counsel is circulating these materials for your information.

Attachments

1. Affidavit of William B. Richardson
2. Campaign Loan Agreement

02040341163

1120000000

FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

RECEIVED
OFFICE OF THE
COMMISSION SECRET

82 MAY 28 A10: 0

FIRST GENERAL COUNSEL'S REPORT

DATE AND TIME OF TRANSMITTAL
BY OGC TO THE COMMISSION 5-28-82

MUR 1443
DATE COMPLAINT RECEIVED
BY OGC: 05/18/82
DATE OF NOTIFICATION TO
RESPONDENT: 05/19/82
STAFF MEMBER:
Deborah Curry

COMPLAINANTS' NAME: John W. Pope & Jane Evans

RESPONDENT'S NAME: William B. Richardson

RELEVANT STATUTE: 2 U.S.C. §§ 431 (8) (A) (i) 441a(a),
441a(f), and 441e
11 C.F.R. §§ 100.7 and 110.10

INTERNAL REPORTS CHECKED: None

FEDERAL AGENCIES CHECKED: None

SUMMARY OF ALLEGATIONS

In a letter dated May 4, 1982, John W. Pope and Jane Evans ("complainants") attempted to file a complaint against William B. Richardson ("respondent"), a candidate for the United States Congressional District Three in New Mexico. The Office of General Counsel determined that this letter did not comply with the Federal Election Campaign Act of 1971, as amended, (hereinafter the "Act") and Commission Regulations with regard to the filing of a proper complaint (See 2 U.S.C. § 437g(a)(1), 11 C.F.R. § 114.4).

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The Office of General Counsel notified complainants that the complaint was improper on May 7, 1982. Thereafter, on May 18, 1982, complainants filed the present complaint which complies with the Act and Commission regulations (See Attachment I).

Complainants allege that William B. Richardson ("respondent") may have committed a violation of the Act with regard to a loan made to the respondent by the First Interstate Bank of Santa Fe, New Mexico. This loan was incurred on February 18, 1982 in the amount of \$100,000 for the respondent's 1982 congressional campaign.

Specifically complainants allege a 2 U.S.C. § 441a(a) violation because it is believed that the loan was guaranteed or secured by person or persons other than the candidate in excess of the \$1,000 individual contribution limitation required by the Act (See Attachment I page 2 of attachments).

Complainants' allegation is premised on what they believe to be questionable security for the loan. Complainants assert that the disclosure statements filed by Mr. Richardson do not report assets of sufficient value to secure a \$100,000 loan. Additionally complainants state that their search of public records where respondent's real property is located does not reveal any new liens against such real property (See Attachment I page 2 of attachments).

Due to New Mexico's primary election on June 1, 1982, both complainant and respondent have requested expeditious handling of this matter.

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FACTUAL ANALYSIS

William B. Richardson is a candidate for the United States Congressional District Three in New Mexico. New Mexico's primary election is Tuesday June 1, 1982. Complainants (John W. Pope and Jane Evans) allege violations of the Act with regard to a loan of \$100,000 for his congressional campaign, made to him by the First Interstate Bank of Santa Fe. This loan was made to the candidate on February 18, 1982.^{1/} Respondent's Report of Receipts and Expenditures for the period ending March 31, 1982 does reveal a personal loan by the candidate for \$100,000 (See Attachment I page 9 of attachments).

In general, complainants allege a 2 U.S.C. § 441a(a) violation. Complainants believe that the loan may have been secured by person(s) other than the candidate in excess of the \$1,000 individual contribution level. Complainants state that "[t]he questionable security for the bank loan raises the strong possibility that it was secured by assets not belonging to respondent."

As a factual basis for this allegation, complainants assert that respondent's personal assets do not appear to be of sufficient value to secure a \$100,000 loan. However, a review of the very disclosure statements submitted by complainant, in

^{1/} A review of the loan agreement reveals that only Mr. Richardson signed this agreement, his wife did not sign it.

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support of this allegation, indicates the contrary. Respondent's net worth is approximately \$250,000. Respondent owns a number of real properties worth a substantial amount of money (See Attachment I pages 3-6). These properties would be of sufficient value to secure a \$100,000 loan.

Due to time constraints, attorney for respondent made a personal appearance and presentation to this office with regard to this matter on May 27, 1982. At that time he presented documents 2/ and elaborated on the nature and facts of the loan in question.

In 1974

, opened several bank accounts

. According

to the attorney, respondent had and has always had access

. In November 1981, transferred a

portion of the money intended for respondent to the First

Interstate Bank in Santa Fe, New Mexico

At the Santa Fe Bank was told

that could achieve purposes better if opened the

2/ The attorney presented the following documents: 1) Designation of Counsel, 2) Affidavit of , 3) First Loan agreement - First Interstate Bank for \$56,000 includes assignment of \$100,000 certificate of deposit, 4) Affidavit of Clarence Rumpel, Senior vice President of First Interstate Bank, 5) Second Loan agreement - \$100,000 campaign loan, 6) Joint account at , 7) Power of attorney with regard to account. Copies of the affidavits are not signed. However, counsel has provided through telecopying copies of the signature page of the affidavits as signed by the affiants. The signed affidavits are in transit from Santa Fe, New Mexico.

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account "payable on death" to respondent instead of "in trust for" respondent.

Since March 1981, respondent and his wife had been considering purchasing a tract of land in Tesuque, New Mexico. In January 1982, the owner indicated that the property would have to be sold in a short period of time (a few days) or it would be foreclosed.

According to _____ and the Bank Vice President, Clarence Rumpel, (See Attachment II pages 15 -17 and 22 - 27 of attachments): respondent and his wife did not have the necessary \$56,000 in cash to cover the purchase price.

The bank normally requires that an appraisal of real property precede such a loan and that the loan be accompanied by a mortgage by the borrower to the bank to secure the loan (See Attachment II page 22 of attachments). In this case this could not be done because the seller required the purchase price within three days.

It was the Bank's suggestion that since _____ had a certificate of deposit at the bank for \$100,000, that the certificate of deposit be used as the collateral for the loan.

_____ was willing to execute the necessary documents so that the certificate of deposit (face value \$100,000) could be used as collateral for the loan to purchase the property. (See Attachment II pages 19 and 20 of attachments).

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With the \$100,000 certificate of deposit assigned to respondent and his wife they were able to buy the property for \$56,000 in January, 1982.

In February, 1982, respondent approached the same bank, First Interstate, about securing a loan of \$100,000 for personal and business expenses including campaign expenses. Attorney for respondent states that respondent thought that he could secure this loan on his signature but that the bank suggested that the remains of the certificate of deposit also be used as collateral. According to the bank officer, the \$100,000 campaign loan was secured by the above mentioned certificate of deposit (remaining collateral \$44,000) and respondent's financial statement already on file (See Attachment I page 6 of attachments).

Moreover, at no time during the making of the second loan did the Bank or the respondent discuss the use of the certificate of deposit for \$100,000 as collateral with This was because it had already been assigned to the respondent and for his use. (See affidavits Attachment II pages 15-17, 22-27).

LEGAL ANALYSIS

2 U.S.C. § 431(8)(A)(i) states that the term "contribution" includes "any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of

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influencing any election for Federal office. 3/ The regulations at 11 C.F.R. § 100.7(a)(1)(i) also state that the term "loan" includes a guarantee, endorsement, and any other form of security. The regulation further states that "[a] loan is a contribution by each endorser or guarantor."

The question raised by the complaint is whether the certificate of deposit used as partial security for the loan is a contribution as defined by the Act. If it is a contribution, then there is a possible violation of 2 U.S.C. § 441e which provides that it shall be unlawful for _____ to make or for a candidate or committee to receive such a contribution. 4/

It is the recommendation of the Office of General Counsel that based on the peculiar factual circumstances of this case the Commission find no reason to believe that a violation of the Act has been committed.

There is no evidence before the Commission that _____ intended that the certificate of deposit held by the First Interstate Bank of Santa Fe and assigned _____ to the respondent would be used as security for a loan for money to

3/ A loan of money for use in a federal election made by a bank is not considered a contribution as long as the loan is made in accordance with applicable banking laws and regulations and is made in the ordinary course of business: 11 C.F.R. § 100.7(b)(11). There is no evidence which indicates that the loan made by First Interstate Bank of Santa Fe to Mr. Richardson for use in his campaign or election does not comply with the requirements of 11 C.F.R. § 100.7(b)(11).

4/

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be used in a federal election. The facts of the case are clear that the certificate of deposit was put up as collateral to secure a loan to the respondent and his wife to purchase real estate. The evidence reveals that this was a valid business transaction and had nothing to do with the upcoming election. According to Mr. Rumpel of the bank:

"at no time preceding or during the transaction ... did anyone from the bank ... discuss with _____ or anyone else the possibility that the ... assignment could or would be used to enable [respondent] to finance his campaign for election to Congress [T]he assignment was executed solely upon the bank's suggestion and upon the bank's forms.

When respondent went to the bank to secure a loan for his campaign, the matter of security for this loan arose. Counsel for respondent indicates that the bank suggested that the same certificate of deposit as was used to secure the real estate transaction be used in part as security for the new loan. ^{5/} Counsel states that although the respondent had other assets which would be available to secure the loan, the certificate of deposit was used as a matter of convenience. Further, at the time this loan was made, the evidence reveals that the respondent had legal right to use the certificate of deposit as collateral for whatever purpose he wished. This is evidenced by _____ was never contacted nor was _____ aware

^{5/} The affidavit provided by Clarence A. Rumpel, Senior Vice President of the First Interstate Bank of Santa Fe states that the loan of \$100,000 was based on the unencumbered value of the certificate of deposit (\$44,000) and on Mr. Richardson's financial statement.

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that the certificate of deposit was being used as security for a second loan. Mr. Rumpel, of the bank, states in his affidavit, "that at no time did anyone from the bank consult _____ about this second loan or obtain explicit approval of it as no such approval was necessary in view of the documents in the file."

Based on the factual circumstances of this matter which show _____ never intended _____ assignment of the certificate of deposit to be used to secure a loan "for the purpose of influencing any election for federal office" we conclude that there was no contribution from _____ to the respondent. Accordingly, we recommend that the Commission find no reason to believe that William B. Richardson or New Mexicans for Bill Richardson violated 2 U.S.C. § 441e.

Additionally, counsel for respondent asserts that respondent had use of the monies evidenced by the certificate of deposits for his election to office pursuant to 11 C.F.R. § 110.10. That section states that respondent may make unlimited expenditures from personal funds. 11 C.F.R. § 110.10(b)(1) defines personal funds as "[a]ny assets to which at the time he or she became a candidate the candidate had legal and rightful title, or with respect to which the candidate had the right of beneficial enjoyment, under applicable State law, and which the candidate had legal right of access to or control over, including funds from immediate family members" Counsel indicates that the money which became the certificate of deposit originally was held

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in a joint bank account in the names of _____ and the respondent (See Attachment II page 29 of attachments). This money was subsequently transferred to a _____ account in Houston, Texas. While the account was with _____ and on December 10, 1980 _____ executed a power of attorney to the respondent giving him an unrestricted right to dispose of these funds (See Attachment II page 30 of attachments). A portion of the _____ account was then transferred to the First Interstate Bank of Sante Fe and the certificate of deposit purchased.

RECOMMENDATIONS

The Office of General Counsel recommends that the Commission:

1. find no reason to believe that William B. Richardson or New Mexicans for Bill Richardson violated 2 U.S.C. § 441e;
2. approve the attached letters to respondent and complainant; and
3. close the file.

May 28, 1982
Date

Charles N. Steele
General Counsel

BY: *Kenneth A. Gross*
Kenneth A. Gross
Associate General Counsel

Attachments

1. Complaint
2. Respondent's response
3. Letters to complainant & respondent

02040341174

62040341178

SANFORD. ADAMS. McCULLOUGH & BEARD
ATTORNEYS AT LAW
1156 FIFTEENTH STREET. N.W.
WASHINGTON. D. C. 20005

To

Gary Johansen, Esquire

7th Floor

1325 K Street, N.W.

FIRST CLASS MAIL

SANFORD, ADAMS, McCULLOUGH & BEARD
ATTORNEYS AT LAW

NEAL A. JACKSON
MARTIN E. FIRESTONE
SEVERLY D. HORN
FORD ROWAN, OF COUNSEL

1188 FIFTEENTH STREET, N.W.
WASHINGTON, D.C. 20005

RALEIGH OFFICE
414 FAYETTEVILLE STREET MALL
P. O. BOX 388
RALEIGH, NORTH CAROLINA 27602
(919) 222-0224

GCN 223-6680
CABLE: SANLAW

May 28, 1982

BY HAND

Gary Johansen, Esquire
Office of General Counsel
Federal Election Commission
Seventh Floor
1325 K Street, N.W.
Washington, D.C.

Re: MUR 1443
William B. Richardson

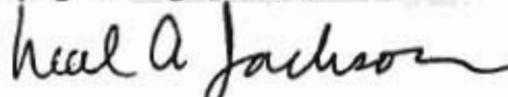
Dear Mr. Johansen:

Transmitted herewith are the signed ribbon copies
of affidavits of the following persons:

- (1) William B. Richardson, the respondent,
- (2)
- (3) Clarence Rumpel, Senior Vice President of
First Interstate Bank of Santa Fe, the bank
making the subject loan.

If the Commission does not elect to dismiss the
complaint, as you agreed we shall reserve the right to
make further submittals within the time permitted by
law.

Very truly yours,



Neal A. Jackson

NAJ/ps
Enclosure
cc: Michael P. Gross, Esquire (w/o encl.)

02040341176

BEFORE THE FEDERAL ELECTION COMMISSION

MUR 1443

AFFIDAVIT

STATE OF NEW MEXICO)
 COUNTY OF SANTA FE) ss.

I, William B. Richardson, being first duly sworn, hereby depose and state:

1. I am a candidate for Congressman from the Third Congressional District of New Mexico.

2. In May, 1981, my wife, Barbara, and I decided to purchase a tract of land in Tesuque, New Mexico just north of Santa Fe. We signed a purchase agreement some time in the Spring of 1981 by my recollection and paid \$2,500 in earnest money.

3. Legal problems involving Hal Migel, the owner from whom we wanted to purchase the land, prevented him from closing the deal with us at that time.

4. Some time in mid-January, 1982, my wife, Barbara, met Mr. Migel on the street in Santa Fe. Mr. Migel told my wife that he needed the full purchase price of \$56,000 within three (3) days or the deal would fall through because of his on-going legal problems. He made the same representation to my realtor, Chris Webster, who also informed me of the ultimatum.

5. In response, Barbara and I approached the First Interstate Bank of Santa Fe. We were told that normally a loan for purchase of real estate can be made only on the basis of a mortgage back to the Bank on the property and that such a mortgage must be preceded by an appraisal which would take a minimum of one week to complete. Because we could not wait that long, we asked whether there might be some other way to obtain the loan.

6. In reply we were asked whether we had any other funds on deposit with the Bank which might serve as collateral. We did not have any funds on deposit which could serve as security

but we did tell the Bank of the existence of a certificate of deposit in the amount of \$100,000 which had been opened "payable on death" to me.

7. The Bank official with whom we were dealing, and later Mr. Clarence Rumpel, Senior Vice President who closed the loan with us, then suggested execute certain instruments which would make it possible for Barbara and me to secure the real estate loan with the certificate of deposit.

agreed to this procedure and would travel to Santa Fe to execute the documents requested by the Bank.

8. The instruments included an hypothecation agreement (a power of attorney) (copy attached) and an assignment to the bank of the certificate of deposit (copy attached). Both instruments were standard Bank forms prepared by the Bank and requested by the Bank. I was asked to counter-sign the assignment.

9. At no time prior to or during the transactions just described did my wife, the Bank, or I, to my knowledge, discuss financing of my election campaign. At no time did we seek legal advice about these transactions nor did I or any of the principals anticipate that the instruments could be used to help finance my campaign for Congress.

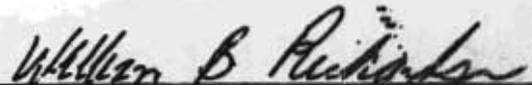
10. Upon the execution of the hypothecation agreement and the assignment on January 19, 1982, the Bank made a loan of \$56,000 to Barbara and myself secured by the certificate of deposit. A copy of the promissory note for the loan is attached.

12. In the meantime, the warranty deed for the real estate in Tesuque was delivered to us after the lawyer representing the original owners of the property (from whom Mr. Migel had purchased the land) agreed to release it. A copy of the deed for the land is also attached.

13. About one month later, I approached the Bank on my own to see if I could borrow money to help finance my campaign. I dealt with Mr. Tom Carney, a loan officer. Mr. Carney reviewed my financial statement which showed in excess of \$500,000 in net worth for Barbara and me. After reviewing the statement, Mr. Carney said that the Bank would be willing to make a loan in the amount of \$100,000 as I had requested based on my statement and on the certificate of deposit which had already been assigned to the Bank the previous month. At Mr. Carney's suggestion, I therefore signed a promissory note for \$100,000 plus interest at 17.5% due one year later secured by the certification of deposit. A copy of this promissory note is attached. Neither nor my wife were aware of this transaction until after it was made. I had not consulted _____ concerning this second loan.

14. Had the Bank asked me to put up the Tesuque land as collateral for the second loan instead of the certificate of deposit, I would have assented. It should be noted that the value of the Tesuque land was in excess of the unencumbered value of the certificate of deposit at the time of this second loan. However, the Bank did not suggest a mortgage on this property or any other real estate holdings of my wife of myself which have been listed in prior filings with the Clerk of the House of Representatives.

MORE AFFIANT SAYETH NOT.



William B. Richardson

204034110

26th

DULY SUBSCRIBED AND SWORN TO before me this

day of May, 1982.



OFFICIAL SEAL

Signature

Michael P. Gross

MICHAEL P. GROSS

NOTARY PUBLIC - NEW MEXICO

My Bond filed with Secretary of State

NOTARY PUBLIC

August 22, 1982

My Commission Expires:

ASSIGNMENT
OF
TIME DEPOSIT ACCOUNT

First Interstate Bank of Santa Fe, N.A.
Santa Fe, New Mexico

FOR VALUE RECEIVED, I/we hereby assign to you my/our Savings
Golden Passbook
Time Certificate

No. 12980, as security for any indebtedness of the undersigned now in existence or hereafter contracted in favor of the bank.

This assignment shall be a continuing one and you are hereby authorized to charge against the above account, any note or notes representing unpaid balances at maturity or thereafter, with interest and costs, if not otherwise paid.

I/we understand that the balance in the above account up to the amount of indebtedness of the undersigned is not subject to withdrawal until this assignment is released.

William J. Puchinder

HYPOTHECATION AGREEMENT

Date JANUARY 10, 1982

FIRST INTERSTATE BANK OF SANTA FE, N.A.
P O Box 969
Santa Fe, New Mexico 87501

Gentlemen:

Permission and full authority is hereby given to RICHARD B. AND BARBARA RICHARDSON

_____ to deliver and pledge to you (under pledge agreement, of such form and terms as he may determine), as collateral security for the payment of his present and future indebtedness to you, the securities and property, owned by me or standing in my name, described as follows: _____

CERTIFICATE OF DEPOSIT #12980

Yours very truly,

Witness of signature:

Name: William S. Richardson

Address: _____

Name: Barbara Richardson

Address: _____

WARRANTY DEED

PRESTON COX and SANDRA COX, husband and wife, as joint
 tenants
 to WILLIAM B. RICHARDSON and BARBARA RICHARDSON for consideration paid, grant...
 whose address is
 the following described real estate in Santa Fe County, New Mexico:

See Schedule A-4 attached hereto and made a part hereof.

SUBJECT TO: Reservations, restrictions and easements of record and taxes for 1981 and subsequent years.

with warranty covenants:

WITNESS OUR hand and seal, this 13th day of January, 1982

Preston Cox
PRESTON COX

(Seal)

Sandra Cox
SANDRA COX

(Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF Santa Fe } ss.

The foregoing instrument was acknowledged before me this 13th day of January, 1982 by PRESTON COX and SANDRA COX

My commission expires:

(Seal)

1/12/83

MARGARET HERTZM

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF } ss.

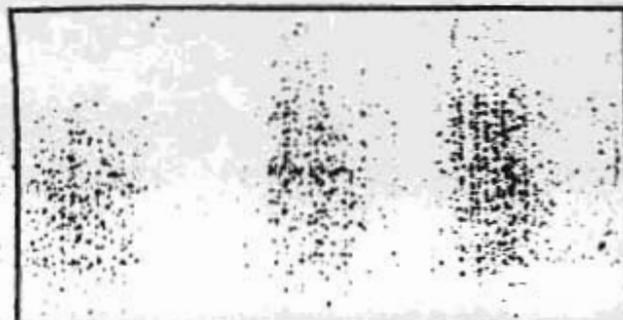
The foregoing instrument was acknowledged before me this day of 19 by (name of officer) (title of officer)

of (name of corporation) (title of corporation)
corporations, on behalf of the corporation.

My commission expires:

(Seal)

Notary Public



SCHEDULE A-4

A certain tract of land lying and being situate in Section 19, T 18 N, R 10 E, N.M.P.M., Santa Fe County and being more particularly described as follows:

Beginning at the SW corner of the tract herein described from whence a USGLO Brass Cap marking the point common to corner No. 7 of P.C. #5 and corner No. 8 of A.P., Tract 44 located on the East boundary of the Tesuque Pueblo Grant, bears:

S 48° 59' 27" W, 152.40 feet;
S 49° 14' 11" W, 191.44 feet;
N 80° 04' 06" W, 449.47 feet;
N 01° 00' 30" W, 202.50 feet;
N 87° 56' 38" W, 2,418.01 feet,

thence from said point and place of beginning along the following bearings and distances:

N 10° 00' 29" W, 86.31 feet;
N 29° 03' 17" W, 51.48 feet;
N 18° 26' 06" E, 221.36 feet;
N 67° 59' 12" E, 338.36 feet;
S 64° 53' 45" E, 47.61 feet;
S 68° 56' 15" E, 156.77 feet;
S 50° 04' 45" E, 159.36 feet;
S 81° 59' 45" E, 160.96 feet;
S 78° 44' 45" E, 110.00 feet;
S 16° 39' 12" W, 166.10 feet;
S 43° 55' 57" W, 569.32 feet;
N 50° 17' 13" W, 384.31 feet;
N 32° 34' 27" W, 82.41 feet;
N 85° 54' 52" W, 140.36 feet,

to the point and place of beginning. Being and intended to be lot 2, all as shown on plat of survey by Smith & Williamson Surveying Service, dated December 1980, which plat was filed in the Office of the County Clerk, Santa Fe County on February 17, 1981 as Document No. 473,711.

10-051-361 570

17.50% WILLIAM E. FIC :DSON

100000.00

SANTA FE, NEW MEXICO FEBRUARY 18

ON DEMAND, IF NO DEMAND IS MADE
THREE HUNDRED FORTY-EIGHT DAYS

after date 02/01/83 promise to pay to the order of

FIRST INTERSTATE BANK of Santa Fe, N. A.

at its office ONE HUNDRED THOUSAND AND NO/100 DOLLARS

for value received, with interest at the rate of 17.50% per cent, per annum from FEBRUARY 18, 1982. In case this note is placed in the hands of an attorney for collection, I (we) promise to pay a reasonable attorney fee for such collection. Having deposited with said Bank as Collateral Security for payment of this or any other liability or liabilities of ours to said Bank, due or to become due, or that may be hereafter contracted, the following property, viz:

TCD #12980

COLLATERAL ALSO SECURES LOAN # 22244-19

RATE TO FLOAT 1/2% OVER FIRST PRIME

with the right to call for additional security should the same decline and on failure to respond, this obligation shall be deemed to be due and payable on demand with full power and authority to sell and assign and deliver the whole of said property or any part thereof, or any substitutes therefor, or any additions thereto at public or private sale, at the option of said Bank, or its assigns and with the right to be purchasers themselves at public sale in the non-performance of this promise or the non-payment of any of the liabilities above mentioned, or at any time or times thereafter without advertisement or notice. And after deducting all legal or other costs and expenses for collection, sale and delivery, to apply the residue of the proceeds of such sale or sales so to be made to pay any, or either or all of said liabilities, as said Bank or its President or Cashier shall determine, returning the overplus to the undersigned. All endorsers and parties hereto jointly and severally waive protest, and suit and agree that the time of payment of this Note may be from time to time extended by any one or more of us without the knowledge or consent of any of the other parties. The liability of all parties to remain unchanged in the event of garnishment, attachment, or execution against any liable person, the holder may without notice declare this note immediately due and payable.

PARTIAL PAYMENTS TO INTEREST THEN PRINCIPAL

Address 517 HILLSIDE
SANTA FE, NM 87501

William B. Richardson
WILLIAM B. RICHARDSON

No 22244 Due FEBRUARY 1, 1983

JWF/MLW

11-35-30 6F11 22244 15.75 WILLIAM D. RICHARDSON
\$ 5000.00 SANTA FE, NEW MEXICO, JANUARY 19, 1982
SEVEN HUNDRED THIRTY DAYS
PAYABLE AS STATED BELOW after date 01/19/84 promise to pay to the order of

FIRST INTERSTATE BANK of Santa Fe, N. A.

FIFTY-SIX THOUSAND AND NO/100 at its office DOLLARS

for value received, with interest at the rate of 15.75 per cent, per annum from JANUARY 19, 1982. In case this note is placed in the hands of an attorney for collection, I (we) promise to pay a reasonable attorney fee for such collection. Having deposited with said Bank as Collateral Security for payment of this or any other liability or liabilities of ours to said Bank, due, or to become due, or that may be hereafter contracted, the following property, viz:

CERTIFICATE OF DEPOSIT #12950 - \$100,000
PAYABLE IN 24 MONTHLY PAYMENTS OF INTEREST JULY BEGINNING 02/19/82 WITH BALANCE DUE AT MATURITY

with the right to call for additional security should the same decline and on failure to respond, this obligation shall be deemed to be due and payable on demand, with full power and authority to sell and assign and deliver the whole of said property or any part thereof, or any substitutes thereof, or any additions thereto, at public or private sale, at the option of said Bank, or its assigns and with the right to be purchasers themselves at public sale, on the non-performance of this promise or the non-payment of any of the liabilities above mentioned, or at any time or times thereafter without advertisement or notice And after deducting all legal or other costs and expenses for collection, sale and delivery, to apply the residue of the proceeds of such sale or sales so to be made, to pay any, or either or all of said liabilities, as said Bank or its President or Cashier shall deem proper, returning the surplus to the undersigned. All endorsers and parties hereto jointly and severally waive protest, and suit and agree that the time of payment of the Note may be from time to time extended by any one or more of us without the knowledge or consent of any of the others of us, the liability of all parties to remain unchanged in the event of garnishment, attachment, or execution against any party hereto, the holder may, without notice, declare this note immediately due and payable.

PARTIAL PAYMENTS TO INTEREST THEN PRINCIPAL
Address 517 HILLSIDE AVE
SANTA FE, NM 87501

William D. Richardson
WILLIAM D. RICHARDSON
Daklara F. Richardson
DAKLARA F. RICHARDSON

No 22344 Due JANUARY 19, 1984
CAG/KLU

AFFIDAVIT

being of sound mind

and having been duly sworn, hereby depose and state:

1.

2.

3.

opened several bank accounts

I
in my name "in

trust for"

Bill

It was my intention to make it easier for Bill

to

obtain the proceeds from these accounts upon my death, and my belief that setting up these accounts "in trust for" them would achieve this objective.

4. In October, 1981, I transferred a portion of the money I intended for Bill to the First Interstate Bank in Santa Fe so that he could have easy access to it upon my death

5. At the Santa Fe bank I asked to open a "in trust for" account

but I was told that I could achieve my purpose better (to leave Bill the money in case of my death) by opening the account in my name "payable on death" to Bill. I did not realize that the legal effect of a POD account is different from an "in trust for" account.

6. In March, 1981, Bill and his wife Barbara informed me that they were interested in purchasing a tract of land in Tesuque near Santa Fe. In January, 1982, Bill called me and said that he and Barbara would have to pay \$56,000 within three days or lose the opportunity to obtain the land because the owner had to meet his own mortgage payments or face foreclosure. Because Bill and Barbara did not have the necessary cash and there was not enough time to secure an appraisal of the property for

8 2 0 4 0 3 4 1 1 8

purposes of putting up their own mortgage as collateral for a loan, they asked me whether I would help. I said I would. According to Clarence Rumpel, Senior Vice President of the Bank, the only way for Bill and Barbara to get a loan to buy the land on such short notice was for me to assign the bank account I had recently opened for use as collateral. I agreed to this procedure

7. On January 19, 1982, to help Bill and Barbara obtain the loan for the land, I signed a hypothecation agreement (a power of attorney) for Bill and Barbara on the bank account to the First Interstate Bank of Santa Fe (copy attached) as well as an assignment to the Bank (copy attached) of the account as collateral. Both forms had been prepared by the Bank. The next day, January 20, 1982, I renewed the certificate of deposit in which the bank account was held for another two years. Bill and Barbara obtained the loan and purchased the land.

8. In signing the forms provided by the Bank, I was not aware that these instruments could be used for other purposes besides the land purchase, although I had no objection to their further use by Bill and Barbara in general. Neither at the time that I signed the instruments nor later did Bill or Barbara ever ask me or discuss with me whether they could use the power of attorney and assignment to secure loans to help Bill's congressional campaign.

9. I later learned that Bill subsequently obtained another loan in the amount of \$100,000 on his signature from the First Interstate Bank of Santa Fe. I was informed that this note was secured by Bill's signature based on his financial statement showing net worth in excess of \$250,000 for himself and Barbara, as well as on the assignment I had made of my account to the Bank (which, in any case, was no longer sufficient to secure the entire \$100,000 loan in view of the earlier loan of \$56,000 for the land purchase).

10. When I signed the hypothecation agreement and assignment on January 19, 1982, I did so at the Bank's request, on the Bank's forms, for the immediate and only purpose of helping Bill and Barbara buy the land in Tesuque. I was not even aware of the possibility that these instruments might help Bill finance his campaign; the subject never came up. In fact, I found out about the subsequent loan only about three weeks ago.

11. It was not my intention to give Bill any financial assistance to aid his campaign. Indeed the hypothecation agreement is made out to Bill and Barbara jointly. However,

I have no objection to Bill's use of the instruments as he did.

MORE AFFLIANT SAYETH NOT:

STATE OF NEW MEXICO)
COUNTY OF SANTA FE) ss.

DULY SWORN TO AND SUBSCRIBED before me this 26th day of May, 1982.

My Commission Expires:

Notary Public
OFFICIAL SEAL
Signature *Michael P. Gross*
MICHAEL P. GROSS
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires Aug 22, 1982

6 2 0 4 0 3 4 1 0

HYPOTHECATION AGREEMENT

Date JANUARY 19, 1982

FIRST INTERSTATE BANK OF SANTA FE, N.A.
P O Box 969
Santa Fe, New Mexico 87501

Gentlemen:

Permission and full authority is hereby given to RICHARD B. AND BARBARA RICHARDSON

_____ to deliver and pledge to you (under pledge agreement, of such form and terms as he may determine), as collateral security for the payment of his present and future indebtedness to you, the securities and property, owned by me or standing in my name, described as follows: _____

CERTIFICATE OF DEPOSIT #12980

Yours very truly,

Witness of signature:

Name: William B. Richardson

Name: Barbara Richardson

Address: _____

Address: _____

8 2 0 4 0 3 4 1
ASSIGNMENT
OF
TIME DEPOSIT ACCOUNT

First Interstate Bank of Santa Fe, N.A.
Santa Fe, New Mexico

FOR VALUE RECEIVED, I/we hereby assign to you my/our Savings
Golden Passbook
Time Certificate

No. 12980, as security for any indebtedness of the undersigned
now in existence or hereafter contracted in favor of the bank.

This assignment shall be a continuing one and you are hereby
authorized to charge against the above account, any note or notes
representing unpaid balances at maturity or thereafter, with
interest and costs, if not otherwise paid.

I/we understand that the balance in the above account up to the
amount of indebtedness of the undersigned is not subject to
drawal until this assignment is released.

H. J. [unclear] D. [unclear]

BEFORE THE FEDERAL ELECTION COMMISSION

MUR 1443

AFFIDAVIT

I, Clarence Rumpel, being first duly sworn, hereby depose and state:

1. I am Senior Vice President of the First Interstate Bank of Santa Fe located in Santa Fe, New Mexico.

2. In January 1982, Mr. and Mrs. William B. Richardson approached me with a request for a loan of \$56,000 to help them purchase a tract of undeveloped real estate in Tesuque north of Santa Fe. Normally we require that an appraisal of real property precede such a loan and that the loan be accompanied by a mortgage by the borrower to the Bank to secure the loan.

3. In this case, however, the Richardsons told me that they had been given an ultimatum by the seller of the land to come up with the purchase price within 3 days or risk losing the deal because of legal complications involving the seller and his mortgagor. Three days would not have been enough time to complete the appraisal, so the Richardsons asked whether there might not be some other way to obtain the loan and save the deal.

4. I asked whether the Richardsons had other funds on deposit at the Bank and they responded by informing us of the existence of a \$100,000 certificate of deposit in the name of

"payable on death to William B. Richardson". A copy of the original certificate of deposit and its renewal in January 1982 are attached hereto.

5. In New Mexico it is not customary banking practice to include a "payable on death" account on the payee's financial statement to a bank for purposes of obtaining a loan, as such an account is not considered the payee's asset until after the holder's (owner's) death.

6. However, I informed Mr. and Mrs. W. Richardson that if they were willing, the certificate of deposit might be used to help secure the loan they had requested. Subsequently, Mr. Richardson informed us

would in fact be willing to execute whatever documents were needed. to use the certificate of deposit as collateral in the manner suggested by this Bank. Mr. Richardson indicated would be willing to travel to Santa Fe to execute the necessary documents.

7.

8. As basis for making the loan of \$56,000 on January 19, 1982, the Bank had obtained a financial statement from Mr. Richardson showing a net worth of \$560,527.16. A copy of this statement is attached and shows principal assets in the form of real property holdings which Mr. Richardson ^{represented he} had valued at fair market value.

9. The loan of January 19, 1982, was also secured by certificate of deposit. On that date, executed Bank-prepared, standard-form instruments by which she hypothecated and assigned the certificate to Mr. and Mrs. William B. Richardson and to the Bank respectively. The Bank considered these instruments preconditions for the subsequent loan of \$56,000.

Except for explaining in general terms the nature of these instruments,
10. At no time preceding or during the transactions just described did anyone from the Bank to my knowledge nor did I discuss with ^{or anyone else} the possibility that the hypothecation agreement or assignment could or would be used to enable Mr. Richardson to finance his campaign for election to Congress. The hypothecation agreement and assignment were executed solely upon the Bank's suggestion and on the Bank's forms.

11. Copies of Note No. 22244 dated January 19, 1982, for \$56,000 signed by Mr. and Mrs. Richardson together with the loan disclosure statement also signed by them, and the Bank's internal loan write-up are attached and made part hereto.

12. On or about February 18, 1982, William B. Richardson

8 2 0 4 0 3 4 1 9 4

by himself returned to the Bank and requested a loan of \$100,000 for personal and business expenses including campaign expenses. Mr. Tom Carney, one of our loan officers, handled this request and subsequently discussed it with me. According to Mr. Carney,

Mr. John Lovell, President

~~he subsequently approved a loan in this amount to Mr. Richardson~~ on standard terms and conditions also secured by the certificate of deposit already described. Based on my conversations with Mr/ Carney I can state that at no time did anyone from the Bank consult

explicit approval of it, ^{as no such approval was necessary in view of the documents already in our file.} The instruments constituting this second loan to Mr. William B. Richardson are attached and include the internal loan-write-up, the note signed by Mr. Richardson, and the disclosure statement also signed by Mr. Richardson. This loan was based on Mr. Richardson's financial statement already on file and on the collateral in the form of the remaining unencumbered value of the certificate of deposit.

13. In my opinion as a professional banker, confirmed by this Bank's legal counsel, the transactions described above were consummated in the ordinary course of business; in a commercially reasonable fashion, based on a reasonable expectation of repayment, evidenced in writing, subject to a due date or amortization schedule, and subject to usual and customary interest rates obtaining at this Bank during the relevant time periods.

14. A copy of a request to this Bank from William B. Richardson, Barbara F. Richardson, and Michael P. Gross, their attorney, for disclosure of this information to Mr. Gross in the form of an affidavit is attached and made part hereof. The executed original of this affidavit with attachments is being delivered to Michael P, Gross and no one else.
MORE AFFIANT SAYETH NOT.

Clarence T. Rumpel
CLARENCE RUMPSEL

DULY SWORN TO AND SUBSCRIBED BEFORE ME THIS 26th day of MAY 1982.

Michael P. Gross
MICHAEL P. GROSS
NEW MEXICO
Notary Public Filed with Secretary of State
My Commission Expires Aug. 22, 1982

MY COMMISSION EXPIRES:

8 2 0 4 0 3 4 1 1 9 5

Certificate of Deposit *36.40*
FIRST INTERSTATE BANK of Santa Fe, N. A.

Nº 12907

Santa Fe, New Mexico October 20, 1981

This Certifies that _____ POD William B. Richardson* has deposited in this Bank
payable to POD William B. Richardson c/o Trust Dept.

the sum of FIRST INTERSTATE 1000000000 DOLLARS

on return of this Certificate properly endorsed 36.40 90 Days after date, with interest at 14.50 percent per annum.

Banking regulations require that a substantial interest penalty be imposed if this certificate is paid prior to maturity. All terms of this Certificate are subject to all applicable present and future laws and regulations of New Mexico and of the United States and any agency or instrumentality thereof. Interest is payable at maturity and does not continue to accrue after maturity.

It is payable monthly acct.

Social Security Number _____

Clayton Martinez
Authorized Signature

0000000000

620403



NON PANG
FIRST INTERSTATE BANK OF

100000

Handwritten signature

FINANCIAL STATEMENT FOR INDIVIDUALS

William B. Richardson

FROM

OCCUPATION

International Business Consultant - Bill Richardson Trade Group

TO

FIRST INTERSTATE BANK of Santa Fe, N.A., Santa Fe, New Mexico

For the purpose of obtaining loans and discounting paper with you, and otherwise procuring credit from time to time, I furnish you with the following statement and information, which is, and is shown by my books to be a true and correct statement of my financial condition on June 30, 1981. I agree to and will notify you immediately in writing of any materially unfavorable change in my financial condition, and in the absence of such notice, or of a new and full written statement, this may be considered as a continuing statement and substantially correct; and it is hereby expressly agreed that upon application for further credit, this statement shall have the same force and effect as if delivered as an original statement of my financial condition at the time such further credit is requested.

62040341197

62040341198

DATE _____ 19 _____

SIGNATURE William B. Richardson

WITNESS _____

ADDRESS 517 Hillside Ave., Santa Fe, NM 87501

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 19 _____

NOTARY PUBLIC IN AND FOR

SEAL

MY COMMISSION EXPIRES _____ 19 _____

.....

Loan Amount \$50,000.00 Number 167

Renewed Amount \$ _____

Payments: Monthly Quarterly Semi-Annually Annually (Circle One)

1st Payment Date or Number of Days to 1st Payment _____

Payment Amount \$ _____

Number of Days to Maturity 2 years Maturity 1-19-84 730 days

Rate 15.75 Leud* Float Over Prime _____ %

Insurance _____ Borrowers Age _____

Disbursement _____

Borrower: Name William B. and Barbara F. Richardson

d/b/a _____

9 Signer and Title _____

9 Type of Company _____

1 Address 517 Hillside Avenue, S.F. County S.F. 94118

1 Phone Number 983-4113

Guarantor or Co-Borrower:

3 Address _____

0 Phone Number _____

GL Code 10 Type Code 35 Coll. Code 30 FDIC Code 660

Collateral Description: Assignment TCD (100,000) Same term

2 If Other Than Borrowers Collateral Hypothecation Agreement Per 9/15/81 (107)

0 Name _____

Address _____

If Vehicle:

Make _____ Model _____ Body _____ ID# _____

.. New or Used

Purpose Purchase undeveloped land

Source of Repayment personal income OR TCD

Comments _____

82040341200

HYPOTHECATION AGREEMENT

Date JANUARY 19, 1982

FIRST INTERSTATE BANK OF SANTA FE, N.A.
P O Box 969
Santa Fe, New Mexico 87501

Gentlemen:

Permission and full authority is hereby given to RICHARD B. AND BARBARA RICHARDSON

_____ to deliver and pledge to you (under pledge agree-
ment, of such form and terms as he may determine), as collateral security for the
payment of his present and future indebtedness to you, the securities and property,
owned by me or standing in my name, described as follows: _____

CERTIFICATE OF DEPOSIT #12980

82040341201

Yours very truly,

Witness of signature:

Name: William B. Pitzer

Address: _____

Name: Barbara Richardson

Address: _____

ASSIGNMENT
OF
TIME DEPOSIT ACCOUNT

First Interstate Bank of Santa Fe, N.A.
Santa Fe, New Mexico

FOR VALUE RECEIVED, I/we hereby assign to you my/our Savings
Golden Passbook
Time Certificate

No. 12980, as security for any indebtedness of the undersigned now in existence or hereafter contracted in favor of the bank.

This assignment shall be a continuing one and you are hereby authorized to charge against the above account, any note or notes representing unpaid balances at maturity or thereafter, with interest and costs, if not otherwise paid.

I/we understand that the balance in the above account up to the amount of indebtedness of the undersigned is not subject to withdrawal until this assignment is released.

William D. Puckhaber

02040341202

10-35-30 6FO 22244
\$6000.00

15.75 WILLIAM B. RICHARDSON

DUE: 01/19/84

SANTA FE, NEW MEXICO, JANUARY 19, 1982

SEVEN HUNDRED THIRTY DAYS

PAYABLE AS STATED BELOW ** after date 01/19/84 promise to pay to the order of

FIRST INTERSTATE BANK of Santa Fe, N. A.

at its office FIFTY-SIX THOUSAND AND NO/100 DOLLARS

for value received, with interest at the rate of 15.75 per cent, per annum from JANUARY 19, 1982. In case this note is placed in the hands of an attorney for collection, I (we), promise to pay a reasonable attorney fee for such collection. Having deposited with said Bank as Collateral Security for payment of this or any other liability or liabilities of ours to said Bank, due, or to become due, or that may be hereafter contracted, the following property, viz:

CERTIFICATE OF DEPOSIT #12980 - 100,000

** PAYABLE IN 24 MONTHLY PAYMENTS OF INTEREST ONLY BEGINNING 02/19/82 WITH BALANCE DUE AT MATURITY

with the right to call for additional security should the same decline and on failure to respond, this obligation shall be deemed to be due and payable on demand, with full power and authority to sell and assign and deliver the whole of said property or any part thereof, or any substitutes therefor, or any additions thereto, at public or private sale, at the option of said Bank, or its assigns and with the right to be purchasers themselves at public sale, in the non-performance of this promise or the non-payment of any of the liabilities above mentioned, or at any time or times thereafter without advertisement or notice. And after deducting all legal or other costs and expenses for collection, sale and delivery, to apply the residue of the proceeds of such sale or sales as to be made, to pay any, or either or all of said liabilities, as said Bank or its President or Cashier shall deem proper, returning the surplus to the undersigned. All endorsers and parties hereto jointly and severally waive protest, and sell and agree that the time of payment of this Note may be from time to time extended by any one or more of us without the knowledge or consent of any of the others of us, the liability of all parties to remain unchanged. In the event of garnishment, attachment, or execution against any liable hereon, the holder may, without notice, declare this note immediately due and payable.

PARTIAL PAYMENTS TO INTEREST THEN PRINCIPAL
Address 517 HILLSIDE AVE
SANTA FE, NM 87501

William B. Richardson
WILLIAM B. RICHARDSON

Barbara F. Richardson
BARBARA F. RICHARDSON

No. 22244 Due JANUARY 19, 1984

CAN/KLG

2040341203

BORROWERS OR PURCHASERS:

WILLIAM B. RICHARDSON

LOAN NO 22744

Date 01/19/82

AND BARBARA F. RICHARDSON

FIRST INTERSTATE BANK OF SANTA FE, N.M.

517 HILLSIDE AVE

(CREDITOR)
P.O. BOX 960 P.O.

(STREET ADDRESS)

(STREET ADDRESS)

SANTA FE, NM 87501

SANTA FE, N.M. 78501

(CITY)

(STATE)

(ZIP)

(CITY)

(STATE)

(ZIP)

TOTAL OF PAYMENTS \$ 73639.90	FINANCE CHARGE \$ 17639.90	AMOUNT FINANCED \$ 56000.00	ANNUAL PERCENTAGE RATE 15.72 %	CREDIT LIFE INSURANCE CHARGE \$ N/A	DISABILITY INSURANCE CHARGE \$ N/A	PROPERTY INSURANCE CHARGE \$ N/A
LICENSE, CERTIFICATE OF TITLE OR REGISTRATION FEES: \$ N/A		TAXES: \$ N/A	NON-FILING INSURANCE (NOT TO EXCEED FEES IF PERFECTED): \$ N/A	SEARCH, FILING, RECORDING OR RELEASING FEES: \$ N/A		
PAYABLE IN CONSECUTIVE MO. PYMTS. 24 (NUMBER)	DUE DATE OF PAYMENTS			AMOUNT OF PAYMENTS		
	FIRST: 02/19/82 MO. DAY YR.	OTHERS: SAME DAY OF EACH MONTH	FINAL: 01/19/84 MO. DAY YR.	FIRST: \$ 749.09 INT.	OTHERS: \$ ACCRUED INT.	FINAL: \$ 56000.00 PLUS \$ 749.09 INT.

INSURANCE

ESTIMATED DATE OF DISBURSEMENT 01/19/82

PROPERTY INSURANCE, if written in connection with this loan, may be obtained by borrower/purchaser through any person of his choice. If borrower/purchaser desires property insurance to be obtained through the creditor, the cost will be \$ N/A for the term of the credit.

CREDIT LIFE AND DISABILITY INSURANCE is not required to obtain this loan. No charge is made for credit insurance and no credit insurance is provided unless the borrower/purchaser signs the appropriate statement below:

- (a) The cost for Credit Life Insurance alone will be \$ N/A for the term of the credit.
- (b) The cost for Credit Life and Disability Insurance will be \$ N/A for the term of the credit.

I desire Credit Life and Disability Insurance.

I desire Credit Life Insurance only.

(Date)

(Signature)

(Date)

(Signature)

I DO NOT want Credit Life or Disability Insurance!

01/19/82
(Date)

X: William B. Richardson
(Signature)

REBATE FOR PRE-PAYMENT IN FULL. If the loan contract is pre-paid in full by cash, a new loan, refinancing or otherwise before the final installment date, the borrower shall receive a rebate of pre-computed interest computed as follows:

1/A Rule of 78's, N/A Actuarial, N/A Sum of the Digits, N/A Other specify

DEFAULT CHARGE: In the event of default on any payment, a charge of \$ N/A may be assessed. (EXPLAIN)

SECURITY

DESCRIPTION

A. This Loan is Secured By a Security Agreement of Even Date covering _____ The Security Agreement will secure future or other indebtedness and will cover after-acquired property.

- Motor Vehicle(s). Make _____ Serial No: _____
- Household Goods & Appliances of the following description _____
- Other: (Describe) CERTIFICATE OF DEPOSIT

B. This Loan is Unsecured.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Harold A. Kump
(WITNESS)

WILLIAM B. RICHARDSON

BARBARA F. RICHARDSON

William B. Richardson
(BORROWER/PURCHASER)
Barbara F. Richardson

0204034120

100000.00

SANTA FE, NEW MEXICO

FEBRUARY 18

ON DEMAND, IF NO DEMAND IS MADE
THREE HUNDRED FORTY-EIGHT DAYS

after date 02/01/83 promise to pay to the order of

FIRST INTERSTATE BANK of Santa Fe, N. A.

at its office ONE HUNDRED THOUSAND AND NO/100 DOLLARS

for value received, with interest at the rate of 17.50 per cent, per annum from FEBRUARY 18, 1982. In case this note is placed in the hands of an attorney for collection, I (we) promise to pay a reasonable attorney fee for such collection. Having deposited with said Bank as Collateral Security for payment of this or any other liability or liabilities of ours to said Bank, due, or to become due, or that may be hereafter contracted, the following property, viz:

TCD #12980

COLLATERAL ALSO SECURES LOAN # 22244-19

* RATE TO FLOAT 1/2% OVER FIF PRIME

with the right to call for additional security should the same decline and on failure to respond, this obligation shall be deemed to be due and payable on demand, with full power and authority to sell and assign and deliver the whole of said property or any part thereof, or any substituted therefor, or any additions thereto, at public or private sale, at the option of said Bank, or its assigns and with the right to be purchasers themselves at public sale, in the non-performance of this promise or the non-payment of any of the liabilities above mentioned, or at any time or times thereafter without advertisement or notice. And after deducting all legal or other costs and expenses for collection, sale and delivery, to apply the residue of the proceeds of such sale or sales so to be made, to pay any, or other or all of said liabilities, as said Bank or its President or Cashier shall deem proper, returning the over-plus to the undersigned. All endorsers and parties hereto jointly and severally waive protest, and suit and agree that the time of payment of the Note may be from time to time extended by any one or more of us without the knowledge or consent of any of the others. The liability of all parties is remain unchanged. In the event of garnishment, attachment, or execution against any party herein, the holder may without notice, declare this note immediately due and payable.

PARTIAL PAYMENTS TO INTEREST THEN PRINCIPAL

Address 517 HILLSIDE
SANTA FE, NM. 87501

William B. Richardson
WILLIAM B. RICHARDSON

02040

22244 Due FEBRUARY 1, 1983

JWC/MLW

CLOSURE STATEMENT OF LOAN

BORROWERS OR PURCHASERS:

WILLIAM B. RICHARDSON

LOAN NO. **22244**

Date **02/18/82**

517 HILLSIDE

(STREET ADDRESS)

SANTA FE, NM 87501

(CITY)

(STATE)

(ZIP)

FIRST INTERSTATE BANK OF SANTA FE, N.A.

(CREDITOR)

P.O. BOX 969 MO

(STREET ADDRESS)

SANTA FE, N.M. 78501

(CITY)

(STATE)

(ZIP)

TOTAL OF PAYMENTS	FINANCE CHARGE	AMOUNT FINANCED	ANNUAL PERCENTAGE RATE	CREDIT LIFE INSURANCE CHARGE	DISABILITY INSURANCE CHARGE	PROPERTY INSURANCE CHARGE
\$ 116684.93*	\$ 16684.93*	\$ 100000.00*	17.50%*	N/A	N/A	N/A
LICENSE, CERTIFICATE OF TITLE OR REGISTRATION FEES:		TAXES:	NON-FILING INSURANCE (NOT TO EXCEED FEES IF PERFECTED):		SEARCH, FILING, RECORDING OR RELEASING FEES:	
N/A		N/A	N/A		N/A	
PAYABLE IN CONSECUTIVE MO. PYMTS	DATE OF PAYMENTS			AMOUNT OF PAYMENTS		
	FIRST:	OTHERS: SAME DAY OF EACH MONTH	FINAL:	FIRST:	OTHERS:	FINAL:
ONE	02/01/83	02/01/83	\$ 116684.93	\$ N/A	\$ N/A	\$ N/A

* RATE TO FLOAT 1/2% OVER FIF PRIME INSURANCE

ESTIMATED DATE OF DISBURSEMENT 02/18/82

PROPERTY INSURANCE, if written, in connection with this loan, may be obtained by borrower/purchaser through any person of his choice. If borrower/purchaser desires property insurance to be obtained through the creditor, the cost will be \$ N/A for the term of the credit.

CREDIT LIFE AND DISABILITY INSURANCE is not required to obtain this loan. No charge is made for credit insurance and no credit insurance is provided unless the borrower/purchaser signs the appropriate statement below:

- (a) The cost for Credit Life Insurance alone will be \$ N/A for the term of the credit.
- (b) The cost for Credit Life and Disability Insurance will be \$ N/A for the term of the credit.

I desire Credit Life and Disability Insurance

I desire Credit Life Insurance only.

(Date)

(Signature)

(Date)

(Signature)

I DO NOT want Credit Life or Disability Insurance

02/18/82

(Date)

(Signature)

REBATE FOR PRE-PAYMENT IN FULL: If the loan contract is pre-paid in full by cash, a new loan, refinancing or otherwise before the final installment date, the borrower shall receive a rebate of pre-computed interest computed as follows:

N/A Rule of 78's, N/A Actuarial, N/A Sum of the Digits, N/A Other _____ specify _____

DEFAULT CHARGE: In the event of default on any payment, a charge of \$ N/A may be assessed.

(EXPLAIN)

SECURITY

DESCRIPTION

- Motor Vehicle(s) Make _____ Serial No. _____
- Household Goods & Appliances of the following description: _____
- Other (Describe) TCD #12980

This Loan is Secured By a Security Agreement of Even Date covering _____

The Security Agreement will secure future or other indebtedness and will cover after-acquired property.

This Loan is Unsecured.

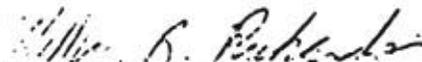
I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT
WILLIAM B. RICHARDSON

[Signature]
 (WITNESS)

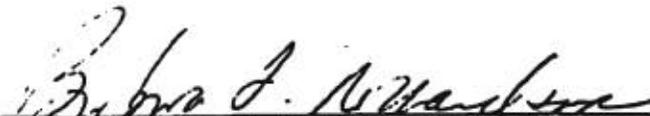
[Signature]
 (BORROWER/PURCHASER)

This is to certify that we, the undersigned, have retained Michael P. Gross, P. O. Box 1447, 65 Sena Plaza, Santa Fe, New Mexico 87501, 505-988-8979, as our attorney to represent us in all matters dealing with financing of William B. Richardson's Congressional campaign. This instrument is intended to serve as notification and request to the First Interstate Bank of Santa Fe to release any and all documents and statements requested by Mr. Gross on our behalf concerning our dealings with the First Interstate Bank of Santa Fe. In particular we request that the First Interstate Bank of Santa Fe deliver to Mr. Gross as quickly as possible an affidavit and possible/copies of various instruments regarding financial transactions between us and the Bank previously discussed with Mr. Clarence Rumpel and Mr. Jack Cowen, attorney for the First Interstate Bank of Santa Fe. Dated this 26th day of May 1982.

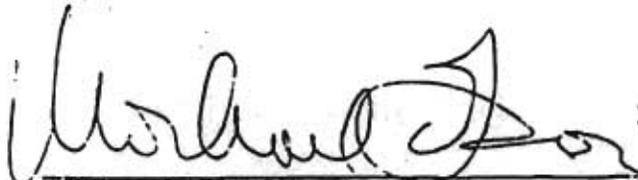
02040341208



William B. Richardson



Barbara F. Richardson



Michael P. Gross

RECEIVED
Director of the
GENERAL COUNSEL

82 MAY 28 PM 2:30

02040341209

SANFORD, ADAMS, MCCULLOUGH & BEARD
ATTORNEYS AT LAW
1156 FIFTEENTH STREET, N.W.
WASHINGTON, D. C. 20005

To

Gary Johansen, Esquire
Seventh Floor
Federal Election Commission

FIRST CLASS MAIL



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Michael P. Gross
Roth, Van Amberg & Gross
P.O. Box 1447
Santa Fe, New Mexico 87501

Re: MUR 1443

Dear Mr. Gross:

This letter is to notify you that on May 18, 1982 the Federal Election Commission received a complaint which alleges that your Committee may have violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act") or Chapters 95 and 96 of Title 26, U.S. Code. A copy of this complaint is enclosed. We have numbered this matter MUR 1443. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate, in writing, that no action should be taken against your Committee in connection with this matter. Your response must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public.

If you intend to be represented by counsel in this matter, please advise the Commission by sending a letter of representation stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

02040341210

If you have any questions, please contact Deborah Curry, the attorney assigned to this matter at (202)-523-4529. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele
General Counsel



By Kenneth A. Gross
Associate General Counsel

82040341211

Enclosures

1. Complaint
2. Procedures
3. Designation of Counsel Statement

cc: William B. Richardson



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 19, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. John Pope and Ms. Jane Evans
P.O. Box 705
Tijeras, New Mexico 87059

Dear Mr. Pope and Ms. Evans:

This letter is to acknowledge receipt of your complaint of May 13, 1982, against Mr. William B. Richardson which alleges violations of the Federal Election Campaign laws. A staff member has been assigned to analyze your allegations. The respondent will be notified of this complaint within 5 days and a recommendation to the Federal Election Commission as to how this matter should be initially handled will be made 15 days after the respondent's notification.

You will be notified as soon as the Commission takes final action on your complaint. Should you have or receive any additional information in this matter, please forward it to this office. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,

Phyllis A. Kayson

Phyllis A. Kayson
Docket Chief

Enclosure

02040341212

NEW MEXICANS FOR BILL RICHARDSON
517 Hillside
Santa Fe, New Mexico 87501

May 12, 1982

Federal Election Commission
Washington, D.C. 20463

Dear Sirs:

Please be advised that Michael P. Gross, my Attorney of Record in regard to Federal Election Commission complaints, has retained the following local counsel in Washington, D.C. in regard to these matters: Neil A. Jackson, Sanford, Adams, McCullough & Beard, Washington, D.C. 20005.

Mr. Jackson has my authorization to secure copies of any documents in Commission files which may be released to my legal counsel, and he will from time to time work in association with Mr. Gross in regard to any such complaints as appropriate. However, Mr. Jackson is not authorized to receive any notifications or communications from the Commission on my behalf within the meaning of 11 CFR §111.23.

Respectfully submitted,


William B. Richardson
Candidate for Congress
Third District of New Mexico

WBR/jrd

02040341213

NEW MEXICANS FOR BILL RICHARDSON
317 Hillside
Santa Fe, New Mexico 87501

May 12, 1982

Federal Election Commission
Washington, D.C. 20463

Dear Sirs:

This letter is to advise you that Michael P. Gross, Attorney at Law, of the firm of Roth, Van Amberg & Gross, P. O. Box 1447, Santa Fe, New Mexico 87501, (505) 988-8979, is my Legal Representative in regard to any complaint which has been or may be filed with the Federal Election Commission.

Mr. Gross is authorized, as my counsel, to receive any and all notifications and other communications from the Commission on my behalf. This letter is submitted pursuant to 11 CFR §111.23.

Respectfully submitted,

William B. Richardson
William B. Richardson
Candidate for Congress
Third District of New Mexico

WBR/jrd

62 MAY 18 11:57

RECEIVED
Office of the
GENERAL COUNSEL

82040341214

62040341215
New Mexicans for Bill Richardson
517 Hillside
Santa Fe, New Mexico 87501

Federal Election Commission
Washington, D.C. 20463

82040341216

Mr. Steele:

GC# 7077

It seems to me that Richardson could open his financial transactions to the public without violating any confidentiality of the FEC investigation, and that his failure to do so and explain the assets on which the loans are based are certainly a "smokescreen".

Please add this clipping to your file on the case.



I'm chagrined that the investigation won't even be initiated until after our primary.

Rev. Moon
testifies he
met with Jesus

Page C-5

U.S. tourists
face long delay
for passports

Page C-5

Senate approves
housing subsidy

Page C-4

Tropical storm
slams S. America;
55,000 homeless

Page C-6

friday

25¢

first edition

Santa Fe, N.M., May 28, 1982



THE NEW MEXICAN

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weather



Temperatures are expected to reach the mid 70s today, compared to last years 81 degree day. Widely scattered showers are forecast for this afternoon with a slight chance for evening showers.

Saturday there is a slight chance for showers but temperatures should be warmer. Espanola

might get a few isolated showers and be fair on Saturday.

Three tornadoes touched down in Hobbs and one breezed through Alamogordo with a funnel cloud spotted in Carlsbad late Thursday.

See weather details on Page A-3.

New facts muddle Richardson finances

By DENISE KESSLER
The New Mexican Staff

The most recent financial disclosure filed this week by Bill Richardson raises more questions than it answers about the Democratic candidate's handling of personal funds.

Faced with a Federal Election Commission inquiry on a contested \$100,000 loan and only four days until the June 1 primary, the contender for New Mexico's new 3rd Congressional District seat keeping his lips sealed about details of his finances.

The statement Richardson said he filed Monday in Washington lists a certificate of deposit "payable on death" to the candidate as a holding valued at between \$50,001-100,000. The donor of the CD is not

named, and Richardson refused to comment on the disclosure.

The candidate also declined to say whether the CD was used as collateral on loans that are the subject of the FEC complaint and have raised eyebrows among financial experts and Richardson's opponents.

Richardson has said he used his personal financial statement as the basis for taking out a \$100,000 loan from the First Interstate Bank of Santa Fe and that he used his \$204,000 Washington, D.C., home as collateral on a \$49,000 loan from the National Bank of Commerce in San Antonio, Texas.

Investigations showed a lien has not been filed against the home, which means the loan is not secured. The CD could contribute to the candidate's

personal finances, but if it was a donation to enable him to borrow funds for campaigning, the amount would surpass the \$1,000 federal limit on campaign contributions.

In the disclosure filed this week, the CD is listed "for use as collateral intended by donor to assist in making purchase of unimproved land."

The financial statement, which Richardson disclosed Thursday to The New Mexican, also lists a loan from the First Interstate Bank of Santa Fe valued at between \$100,001-250,000. That loan appears on prior statements in apparently conflicting amounts: his financial disclosure statement, dated March 26, shows a \$100,000 loan from the same insti-

See RICHARDSON on Page A-7

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7

RICHARDSON

Continued from Page A-1
tion and a report of receipts and disbursements dated May 19 shows he took out a loan of \$100,000 from First Interstate of Santa Fe.

Finally, the most recent statement shows the candidate or members of his family receive income from a trust whose holdings were not reported because it is a "qualified blind trust." Prior disclosures stated the candidate did not possess such a trust.

Richardson, and all other candidates, were required by the Ethics in Government Act to file financial documents with the Office of Public Records of the U.S. House of Representatives.

His attorney, Mike Gross, said Richardson could not comment on his statement because he would jeopardize the case pending before the election commission. Federal codes prohibit public comment on FEC violation charges against candidates unless the accused gives written consent.

Comparing the FEC hearing with a criminal court case, Gross said, "We think we'd compromise our position with the FEC. It would be premature to

have bits and pieces of the story trickle out in this manner."

He also said disclosure of the details could involve other people. "One of the reasons for not making full disclosure is other people are involved in these matters — other people who are not candidates for office."

He said the FEC complaint was politically motivated to cast a shadow on Richardson immediately before the election. "They have put the candidate in an absolutely untenable position of having to choose between vindication of his legal rights as opposed to his political interests."

Richardson puts the blame on his opponents — Democrats Tom Udall and George Perez. "This is a blatant political attempt by Mr. Udall and Mr. Perez to embarrass me before the primary," Richardson said. "I refuse to lower myself to their level."

Udall denied any personal involvement in the FEC complaint, and he called on Richardson to vindicate himself with a full disclosure.

"All these questions were raised by former Common Cause officials six weeks ago," Udall said. "I

think they raise very serious allegations with possible violations of federal law. They could be cleared up by a full disclosure of all loan agreements and who the donors are before the election."

Although Gross refused to discuss details of the CD on the grounds he would jeopardize the FEC case, John Pope, who is past state chairman of Common Cause and one of two New Mexicans who filed the FEC inquiry, said the CD was not mentioned in his complaint.

"Absolutely not," said Pope, who is a Belen attorney. "That's not part of the complaint." He said the asset was not listed on Richardson's prior financial disclosures, and Pope, therefore, had no prior knowledge of it.

Pope declined to disclose details of the FEC complaint, noting federal regulations prohibit claimants from discussing the case without written permission from the accused. He did say, however, the complaint was based on allegations in an inquiry filed earlier this month. At that time, Pope and Jane Evans of Albuquerque asked the FEC to investigate the \$100,000 loan granted to Richardson by

First Interstate Bank of Santa Fe.

Having researched the legalities of his client's handling of funds, Gross said, "I've checked into this transaction from every angle. The transactions were legal."

Gross said he is "moving to try to get the FEC to handle this rather expeditiously," adding he hopes it can be resolved before Tuesday's primary. He worked with Richardson all day Thursday to draft a response to the claim. But with a three-day weekend before the election, that possibility appears unlikely.

The House Standards of Official Conduct Committee is charged with reviewing financial disclosure statements like the one filed by Richardson. A staff member of that committee said she does not know whether the panel has investigated Richardson's document. She also said irregularities are discussed only with the candidate.

"If there's anything to be taken up with an individual's form, it's taken up with the individual. There's nobody here who's going to discuss any particular form."

NE EVANS
P. O. Box 705
Tijeras, N. M. 87059



0204070
Special Delivery

Charles N. Steele, General Counsel
FEDERAL ELECTION COMMISSION
Washington, D. C. 20463



RECEIVED
20579

82 MAY 17 P 1: 25

13 May 1982

Charles N. Steele, General Counsel
FEDERAL ELECTION COMMISSION
Washington, D. C. 20463

RE: POPE-EVANS LETTER TO FEC, dated 4 May 1982

Dear Mr. Steele:

In response to your letter of 7 May 1982, we are re-submitting our request for a Federal Election Commission (FEC) investigation. We have reason to believe that William B. Richardson, a Democratic candidate for United States Congressional District Three in New Mexico, may have committed a violation of the Federal Election Code.

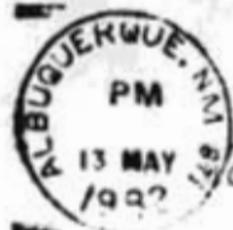
The apparent violation is in regard to the loan made to Richardson by the First Interstate Bank of Santa Fe, New Mexico, on 18 February 1982 in the amount of \$100,000 for his congressional campaign:

1. Richardson's "Report of Receipts and Expenditures" for the period ending 31 March 1982 claims that the aforementioned loan is secured.
2. Richardson's sworn financial disclosure statement of 31 December 1982, filed with the Clerk of the House, reports assets that do not appear to be of sufficient value to secure a \$100,000 loan.
3. Richardson's financial disclosure statement of 26 March 1982, reports two additional properties, but the total assets still seem to be insufficient collateral for the magnitude of the campaign loan.
4. A diligent search of public records in Santa Fe, N. M., and Washington, D. C., do not reveal the recording of any new liens against the real estate listed in Richardson's statements.

82 MAY 18 P 4: 15
GENERAL COUNSEL

02040341220

JANE EVANS
P. O. Box 705
Tijeras, N. M. 87059



12 MAY 1992



CERTIFIED

P20 8041215

MAIL

Charles N. Steele, General Counsel
FEDERAL ELECTION COMMISSION
Washington, D. C. 20463

BILL RICHARDSON

Bill and Barbara Richardson Balance Sheet as of 3/25/82

	<u>Assets</u>	<u>Liabilities</u>
A. <u>CASH</u> - Ready Assets, Money Market (handled by Merrill Lynch)	\$ 55,481	
B. <u>STOCKS</u> - Stan West Mining	14,000	
Commodities	8,250	
C. <u>PERSONAL PROPERTY</u> Two automobiles (one Chevette, GMC van)	3,000	
Home furnishings	3,500	
Art	2,000	
Dog (lots of campaign wear)	priceless	
D. <u>CAPITOL LIFE INSURANCE POLICY</u>	13,513.53	
E. <u>REAL PROPERTY</u>	<u>Value</u>	<u>Mortgage</u>
1. House in Santa Fe, New Mexico purchased in 1979 at 9.5% interest for \$148,000	175,000	\$ 76,087.84
2. Land in Tesuque, New Mexico purchased in 1982 at 17.5% interest for \$56,000	60,000	56,000
3. Condominium in Albuquerque, New Mexico, purchased in 1979 at 9.75% interest for \$55,000	65,000	31,947.19
4. House in Washington, D.C. purchased in 1974 at 10% interest for \$50,000	204,612	24,647.98
F. <u>BILL RICHARDSON TRADE GROUP</u> -		
*1981 Gross income from clients	38,085	
*1981 Teaching political science at Northern New Mexico Community College	1,050	

*not included in total

1807 Cerrillos Road Santa Fe, New Mexico 87501 (505) 982-5075

	<u>Assets</u>	<u>Liabilities</u>
*Salary of Barbara F. Richardson	\$ 11,800	\$
Office Equipment	3,500	
Outstanding Bills for Trade Group		1,341.97
<u>Clients:</u> <i>INC.</i>		
Pinos Altos, Santa Fe - transporting equipment to Mexico		
The Scanlon Group, Santa Fe - energy and public relations consulting in Mexico and Latin America		
J. Cook & Associates, Columbia, S.C. - consulting at Knoxville Trade Fair		
* <u>Previous Clients</u> include the U.S. Department of State, Washington, D.C.		
World Sports Network, Los Angeles, Calif.		

G. OTHER DEBTS

1980 Congressional Campaign	<u>50,000</u>
Loan - First Interstate Bank of Santa Fe	<u>100,000</u>

TOTAL	\$607,856.53	\$350,024.98
NET WORTH	\$257,831.55	

*not included in total

IN PARTS II AND III, THE INFORMATION REQUIRED SHOULD BE CURRENT AS OF A DATE WHICH IS LESS THAN THIRTY-ONE DAYS BEFORE THE FILING DATE. THE INFORMATION BELOW IS CURRENT AS OF 12/11/81
(Date)

NOTE: For Parts II and III below, indicate Category of Value, as follows: Category A—not more than \$5,000; B—\$5,001–\$15,000; C—\$15,001–\$50,000; D—\$50,001–\$100,000; E—\$100,001–\$250,000; F—over \$250,000.

II. HOLDINGS

The identity and category of value of any interest in property held in a trade or business, or for investment or the production of income, which has a fair market value in excess of \$1,000 as of the date specified above.

IDENTITY	CATEGORY
House - 1918 Belmont Rd., NW, Washington, DC	F
Condominium - 2700 Vista Grande, Albuquerque, NM	D
Office Equipment - Bill Richardson Trade Group	A
Merrill Lynch Ready Assets	C
National Liquid Reserves	A
US Treasury Bills	C
Stan West Mining Stock	B
Capitol Life Insurance/Security First Group	B

III. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeds \$10,000 as of the date specified above.

IDENTITY	CATEGORY
Mortgage - National Bank of Washington, Washington, DC	C
Mortgage - First Interstate Bank of Albuquerque	C

IV. POSITIONS

The identity of all positions held on or before the date of filing during the current calendar year as an officer, director, trustee, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution other than the United States Government.

POSITION	NAME OF ORGANIZATION
President	Bill Richardson Trade Group, Santa Fe, NM

V. AGREEMENTS

(For New Employees Only)

A description of the date, parties to, and terms of any agreement or arrangement with respect to: future employment; leave of absence during period of government service; continuation of payments by a former employer other than the U.S. Government; and continuing participation in an employee welfare or benefit plan maintained by a former employer.

DATE	PARTIES TO	TERMS OF AGREEMENT
	NONE	

VI. ADDITIONAL INFORMATION

A. Are you aware of any interests in property or liabilities of a spouse or dependent child which you have not reported because they meet the three standards for exemption? (See Instructions)

YES ___ NO XX

B. Do you, your spouse or dependent child receive income from or have a beneficial interest in a trust or other financial arrangement whose holdings were not reported because the trust is a "qualified blind trust" or other excepted trust? (See Instructions)

YES ___ NO XX

NOTE: Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions (2 U.S.C. 706 and 18 U.S.C. 1001).

Signature <i>William B. Richardson</i>	Date <i>March 26, '82</i>
---	------------------------------

Name of Committee (in Full)

New Mexicans for Bill Richardson

Reporting the Period:

From: 1/1/82

To: 3/31/82

	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
I. RECEIPTS		
11. CONTRIBUTIONS (other than loans) FROM:		
(a) Individuals/Persons Other Than Political Committees	\$ 17,838.24	\$ 17,838.24
(Memo Entry Unitemized \$ 9,234.50)		
(b) Political Party Committees	-0-	-0-
(c) Other Political Committees	1,350.00	1,350.00
(d) The Candidate:		
(e) TOTAL CONTRIBUTIONS (other than loans) (add 11a, 11b, 11c and 11d)	19,188.24	19,188.24
12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES		
13. LOANS:		
(a) Made or Guaranteed by the Candidate	102,550.00	102,550.00
(b) All Other Loans		
(c) TOTAL LOANS (add 13a and 13b)	102,550.00	102,550.00
14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)		
15. OTHER RECEIPTS (Dividends, Interest, etc.)		
16. TOTAL RECEIPTS (Add 11e, 12, 13c, 14 and 15)	121,738.24	121,738.24
II. DISBURSEMENTS		
17. OPERATING EXPENDITURES	124,053.00	124,053.00
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES		
19. LOAN REPAYMENTS:		
(a) Of Loans Made or Guaranteed by the Candidate		
(b) Of All Other Loans		
(c) TOTAL LOAN REPAYMENTS (add 19a and 19b)		
20. REFUNDS OF CONTRIBUTIONS TO:		
(a) Individuals/Persons Other Than Political Committees		
(b) Political Party Committees		
(c) Other Political Committees		
(d) TOTAL CONTRIBUTION REFUNDS (add 20a, 20b and 20c)		
21. OTHER DISBURSEMENTS		
22. TOTAL DISBURSEMENTS (Add 17, 18, 19c, 20d and 21)	124,053.00	124,053.00
III. CASH SUMMARY		
23. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD		2,149.21
24. TOTAL RECEIPTS THIS PERIOD (From Line 16)		121,738.24
25. SUBTOTAL (Add Line 23 and Line 24)		123,887.45
26. TOTAL DISBURSEMENTS THIS PERIOD (From Line 22)		124,053.00
27. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 26 from 25)		(165.55)

A. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
Bill Richardson 517 Hillside Avenue Santa Fe, NM 87501	3,950.00	-0-	3,950.00
Election: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Terms: Date Incurred <u>1/12-2/24/82</u> Date Due <u>None specified</u> Interest Rate <u>NA</u> % (apr) <input type="checkbox"/> Secured			
List All Endorsers or Guarantors (if any) to Item A			
1. Full Name, Mailing Address and ZIP Code (Source as detailed on prior page)	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
2. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
3. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
B. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
First Interstate Bank of Santa Fe P.O. Box 969 Santa Fe, NM 87501	98,600.00	-0-	98,600.00
Election: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Terms: Date Incurred <u>2/18/82</u> Date Due <u>2/1/83</u> Interest Rate <u>17.5</u> % (apr) <input checked="" type="checkbox"/> Secured			
List All Endorsers or Guarantors (if any) to Item B			
1. Full Name, Mailing Address and ZIP Code Bill Richardson 517 Hillside Avenue Santa Fe, NM 87501	Name of Employer Candidate		
	Occupation		
	Amount Guaranteed Outstanding: \$100,000		
2. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
3. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding: \$		
SUBTOTALS This Period (This Page optional)			102,550.00
TOTALS This Period (This Page in this line only)			171,550.00
Carry outstanding balance only to LINE 3, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary.			

Richardson, Lujan 10-24-80. trade shots

By ROBERT STOREY
The New Mexican Staff

ALBUQUERQUE — The complexion of New Mexico's 1st Congressional District race between Republican incumbent U.S. Rep. Manuel Lujan Jr., and Democratic challenger Bill Richardson changed dramatically Thursday.

Richardson used a scheduled debate between himself and Lujan before the Albuquerque Press Club to attack the six-term Republican.

Richardson challenged Lujan's effectiveness in Washington, his voting record, alleged inaction in preventing the loss of more than 200 computer related jobs in Albuquerque and for trying to "bail out" investors in the former Colonias de Santa Fe subdivision near Santa Fe.

Lujan responded to the confrontation by criticizing his opponent's deficit campaign financing and the fact that he has lived in New Mexico only two years.

"We expect to be attacked pretty harshly in the final two weeks," said Jack Crandall, Lujan's long-time administrative aide who is in New Mexico from Washington for the cam-

paign's winddown. "Time is running out and it is the only tactic Bill Richardson has left. Usually it is the attacker who gets the headlines in the campaign."

He spoke just a few minutes before Richardson and Lujan made their joint appearance.

"My opponent is a fine, good man, but he has one of the worst attendance records in the House, and I challenge you to find one thing that he has done for New Mexico while serving on the Interior Committee and the Science and Technology Committee," Richardson said.

"KOB-TV calculated that if Manuel had to reimburse the taxpayers for every time he missed a vote he would have to pay back \$4,576 of his \$60,000 a year salary," Richardson said.

"Bill Richardson continually brings up my attendance record, but I wonder where he is getting his facts. Congressional Quarterly annually rates House members' voting records," Lujan countered. "The average Republican is present for 90 percent of recorded votes and the average Democrat is present for 89 percent. They rated me

See CAMPAIGN on Page A-6

Continued from Page A-1
at 96.8 percent for 1979. I think that is a pretty good record and I'll match it against anyone's."

Lujan jabbed at Richardson for recent reports that he had borrowed \$63,000 of the \$120,000 he has spent on the campaign so far.

"I have to ask the question how committed Mr. Richardson is to a balanced federal budget if he is willing to use deficit financing for his campaign," Lujan said.

"I'm committed to a personal philosophy of a balanced budget. I try to have a balanced budget in my personal life, I believe that is the way government should be run and that is how I run my campaigns. We don't spend any money we don't have," Lujan said.

Richardson parried. "I have nothing to hide or be ashamed of," he said. "I'm committed to this race, committed to trying to represent the people of New Mexico. I've taken out personal loans and refinanced my house to make a personal loan to my campaign."

"I would much rather be obligated to myself than to the big corporations like Exxon, Shell and the others," Richardson said.

Richardson challenged Lujan's claim of seniority in the House and pointed to the announcement by an Albuquerque computer firm that it was closing, costing 200 jobs, as evidence of Lujan's ineffectiveness and "lack of clout."

"I'll give you an example of the kind of lack of clout I have," Lujan said.

"A few months ago the National Parks Service wanted to close its regional headquarters in Santa Fe and the U.S. Fish and Wildlife Service wanted to close its office in Albuquerque."

"If those two offices had closed it would have meant at least 500 more jobs lost," Lujan said.

"Instead, because of my seniority and place as ranking Republican on the Interior Committee, I went to the Interior Department and told them that if they wanted problems with future funding authorizations, all they had to do was close those offices. Those offices are still open," Lujan said.

Richardson criticized Lujan for legislation he has enacted regarding the former Colonias de Santa Fe leasehold on Indian land.

"Congressman Lujan talks about balancing the federal budget and eliminating waste but he proposed legislation which would authorize \$70,000 to pay investors and bail out a private commercial enterprise," Richardson said.

"I wish before Mr. Richardson goes out and makes these claims he would at least take time to read the bill. My amendment does not authorize anybody's bail out. It merely allows those people with claims against Colonias de Santa Fe and the government to go to court," Lujan said.

"If it were a private land deal all of the creditors could go to court to settle

who was going to get what. But because the federal government is involved, it takes special authorization to permit investors to take the government to court," Lujan said.

After the debate Lujan said the original bill contained a \$70,000 appropriation to repay the secondary investors in the Colonias project, not the initial developers.

"The Interior Department wanted to pay the people who had invested in the lots, but I'm not sure if that money is still in the bill or not," Lujan said.

Richardson claimed Lujan has not done anything at the federal level to spur industrial development and promote jobs in New Mexico.

"We need an active, aggressive congressman who's going to work with industry, who's going to work for federal tax incentives to encourage industry to locate plants in New Mexico and to create jobs," Richardson said.

"I've been trying to deal with this problem for many years. It has to be done at the state level. It is up to the states to provide these kinds of incentives. The reason is that it can never be done at the federal level," Lujan said.

"We have only so many votes in Congress. When you're talking about these kinds of incentives you talking about taking jobs away from the Eastern and Midwestern industrialized states. When it comes to votes you're not going to be able to get Congress to approve this kind of thing," Lujan said.

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Richardson Says He Stretched Senate Aide Claim

By PAUL R. WIECK
Of the Journal's
Washington Bureau

WASHINGTON — Democratic congressional aspirant Bill Richardson conceded Monday that he stretched the truth with the claim that he had served for three years as the top foreign affairs aide on the Senate Foreign Relations Committee for the late Sen. Hubert Humphrey, D-Minn.

The claim is made in Richardson's official biography, distributed Jan. 20 by his campaign committee.

"The claim that I was his top aide for three years was incorrect," Richardson said after being told that several members of Humphrey's personal staff and committee staff were disputing his claim.

Richardson continues to maintain that in the last months of Humphrey's life, he was "the principal aide" to Humphrey on the foreign assistance subcommittee.

Richardson also corrected a widespread impression that he mortgaged one or more of his homes to come up with \$1 million of the \$127,108.82

he loaned his 1980 campaign.

Although he was quoted in district newspapers to that effect during the campaign, Richardson now says he raised the money by the sale of stocks and bonds and by the sale of an interest in two partnerships.

His claim to have been Humphrey's top foreign affairs aide on the Foreign Relations Committee was labeled ridiculous by Dick McCall, who was the foreign policy man on Humphrey's personal staff in 1977.

"Richardson was not a top foreign policy aide," McCall said.

McCall was backed by Ursula Culver, who handled Humphrey's personal schedule for many years.

"I can assure you he was not the top foreign policy aide," she said, adding, "this is the second query I've had on this. Richardson was just a regular member of the subcommittee staff. He wasn't even staff director."

Richardson's official campaign biography states that "Bill Richardson learned a lot about the operations of Congress, starting out as a legislative aide to the House of Representatives. He then spent two years working in the office of Congressional Relations of the Department of State, and from there he spent the next three years

working as Hubert Humphrey's top foreign affairs aide on the Senate Foreign Relations Committee staff."

On the House side Richardson apparently worked with Rep. Charles Whelan, R-Ohio, for a group of moderate to liberal Republicans in an informal organization called the Wednesday Group.

He left that group to join the Congressional Relations staff of the State Department during the last year of the Nixon administration and stayed on until January 1976.

Richardson retired from the professional staff of the foreign assistance subcommittee, chaired by Humphrey at the urging of former Senator Sen. Dale McGee, D-Wyo., who was defeated in his bid for re-election later that year.

Richardson served two, not three, years on that subcommittee under Humphrey.

During the first year, Richardson Moose, a longtime aide of Humphrey, was staff director of the subcommittee and clearly Humphrey's top aide on the committee. Moose left the committee in 1977 to become undersecretary of state for management.

After Moose departed, Richard Mantel was staff director for a few

months, but he also went on to the State Department.

It was then Humphrey's last year — he was suffering from terminal cancer — and there is some confusion about who helped what at the subcommittee during the approximately nine months that Richardson now claims to have been Humphrey's top aide.

Norval Jones, who was staff director of the full committee, says McCall was Humphrey's top foreign policy man, "designed to work for Humphrey with the foreign policy committee," although a member of the personal staff.

As Jones recalls, "a man named Frank Ballance was heading up the foreign assistance subcommittee at the end, not Richardson."

There is no question that Richardson was assigned to what is called the "security assistance" function of the foreign aid budget and, in that capacity, did the leg work in preparing for hearings.

Richardson's area included military aid, arms control and human rights, and he says he claims the designation of top aide "because of the importance of these issues and the frequency I saw Humphrey."

Richardson said he raised the money

he loaned himself in the 1980 campaign by the sale of stocks (\$79,825) and of limited partnerships in Corporate Properties Associates and Deanza Ltd. Partnership (\$53,500).

This year, Richardson lists his current net worth as \$257,831.55, the bulk of it in equity of homes in Santa Fe and Albuquerque and a condominium in Albuquerque.

He has taken out a \$100,000 loan with First Interstate Bank of Santa Fe to finance his campaign.

Richardson points out that the first financial report filed for the 1980 campaign states that the funds loaned were raised by the sale of stocks and personal assets; however, that report was filed in January 1981, three months after the election.

The stocks sold to finance the 1980 campaign include 50 shares of Transco for \$2,062.50; 50 shares of Freeport for \$3,100; 50 shares of McMoran for \$2,500; 700 shares of Pauley Petroleum for \$14,625; 450 shares of Houston Oil and Minerals for \$12,600; 700 shares of Penn Financial for \$8,225; 300 shares of Trinity Industries for \$8,850; 200 shares of Callahan Mining for \$9,000; 400 shares of Dynaelectron for \$4,800; and 100 shares of New Mexico Bank share for \$1,425.

on

JANUARY 15, 1982

Richardson banks on N-S split while plotting new campaign



David Roybal
editorial page editor

Bill Richardson is like the confident runner leaning forward at the starting line waiting only for the gun to sound to make his dash for victory.

As key state legislators express an inclination to reapportion the state into northern, central and southern congressional districts, no one is in a better position to begin earnest campaigning for a northern New Mexico congressional seat than Richardson.

He lost to incumbent U.S. Rep. Manuel Lujan in 1980 in what was the nation's closest congressional race that year. Republican Lujan snared victory with the 8,000-vote margin he won in his home county of Bernalillo.

But now, no matter which reapportionment plan is adopted, Bernalillo County will be the heart of a new central district, separate from either the north-south or east-west districts that will be approved.

Richardson, a five-year New Mexican, part Hispanic and an upstart Democrat, beat Lujan in many counties long regarded to be part of the seven-term congressman's northern hold. Santa Fe, Rio Arriba, Mora and San Miguel were among the counties that went for Richardson.

Now 33, Richardson would be the early front-runner in a northern congressional race. He predicts that as many as eight persons could file for such a race, but he believes Lt. Gov. Roberto Mondragon would be his chief Democratic opponent.

Mondragon early last year disclosed intentions to run for the new congressional seat. Richardson isn't waiting for a formal an-



Bill Richardson set for northern congressional race

gious Plaza-area.

The office for the most part is stark. There were only two unmatched chairs in the large room where I talked with Richardson. One of his political aides sat on a nearby shelf, bare except for a note pad, a few scattered papers, a coffee cup, an ashtray and several unused studio lamps that apparently go with the office. There was no desk and nothing on the walls.

Richardson currently has five political aides. He employs only a secretary for his trade group, and she doubles on political work.

Richardson said he currently divides his time about evenly between campaigning and his trade group. But campaigning will get the better share of an 80-20 split as soon as the Legislature determines reapportionment.

Some time ago, Richardson promised publicly not to interfere with the Legislature while it works on reapportionment, despite his obvious interest in having a northern district created.

where he plans to solicit votes.

Richardson, who clearly benefited in his 1980 congressional race from television and radio spots in which he addressed voters in Spanish, acknowledged that some persons will still call him a carpetbagger.

"Is it a disadvantage that I'm not a native? Yes. But what can I do? I can't be born again," he said.

He said the "root" of Hispanic people is the same.

"And I feel I have an attachment to the Hispanic community," he said. Preserving that community would be a major responsibility of any northern congressional representative, he said.

"The main issue is economic. How do we preserve the north but give opportunity to our young people who are leaving in droves?"

It will require substantial increases in both state and federal funds to help poverty-ridden northern New Mexico, Richardson said. He proposed creation of rural enterprise zones, where tax breaks could be given to small businessmen in the private sector and into which money from the state's \$1 billion permanent fund could be injected along with matching federal funds.

Northern New Mexico's specific needs, among the reasons the area should not be divided by reapportionment, Richardson said, demands that a different kind of congressman be elected.

"I won't vote like Domenici, Lujan, Skeen and Schmitt. Our interests in the north are different than they are in the rest of the state," he said.





Roberto Mondragon also eyeing congressional campaign

nouncement nor the crucial reapportionment vote in the Legislature to get the jump on Mondragon, twice lieutenant governor and an unsuccessful candidate for Congress in 1974.

"Bob and I basically believe in the same things. I like what Bob stands for. But I think the issue is who can get the most done for New Mexico in Washington," Richardson said Wednesday.

"I think Bob is good. But he's had his chance. I haven't had my chance. I have my ideas and I'd like the people to give me a chance to test them."

Richardson said northern New Mexico is crying for a new approach in the way its problems are addressed.

And, in that regard, he said, "I'm not attached to the status quo. Roberto is the status quo."

Richardson was interviewed in his Palace Avenue office, an office identified by a small sign outside as that of the Bill Richardson Trade Group. For about a year, Richardson has worked as a sort of middleman for heavy equipment shipped to Mexico. He also has served to facilitate other business with Mexico.

But Richardson's three-room, second-story office looks more like that of a money-starved political candidate than that of a young businessman out to impress clients in Santa Fe's presti-

He said he has kept his promise not to set foot in the Roundhouse to lobby for his reapportionment preference. But, he pledged to jump into the fight if the Legislature, in the end, delays reapportionment, forcing candidates for our state's new congressional seat to run at large until 1984.

"I would file suit if they had an at-large seat." That would disenfranchise the north. That would be the only way I would get involved in redistricting," Richardson said.

Interests of individual candidates should be put aside by legislators while reapportioning the state, he said. He said ethnic and political-economic lines should be considered "sacred."

That sounds like a very generous thing for a candidate who already has spent a lot of time and money on plans that are based on creation of a new northern district.

But many persons will be quick to say that Richardson doesn't have as much to fight for in the reapportionment battle. As a relative newcomer to the state, he didn't grow up in a particular New Mexico community, delivering papers, sacking groceries, playing football, winning school debates. Essentially, he didn't get to be known and liked in any part of the state which he now feels he must have included in the district

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"I won't vote like Domenici, Lujan, Skeen and Schmitt. Our interests in the north are different than they are in the rest of the state," he said.

One prominent Democratic politician, who recognized the area's needs and had hoped to run for a new northern congressional seat, last fall scrapped plans for a campaign, narrowing the field even before it was officially formed.

Outgoing Santa Fe Mayor Art Trujillo cited lingering uncertainty about reapportionment among reasons for abandoning plans for a congressional bid this year. But many observers believe Trujillo didn't like his chances in the northern race that could develop; that he found Richardson too strong to challenge now.

"Art probably made an assessment of his strength. Art has been a good mayor. But it is possible that when you're up against two guys with high name identification, now is not the best time to try," Richardson said.

Persons who contributed about \$60,000 to Richardson's 1980 campaign only recently were paid back. Richardson said he incurred a personal debt of about 70,000 last year. But he isn't hesitant about incurring an even larger debt in a new race.

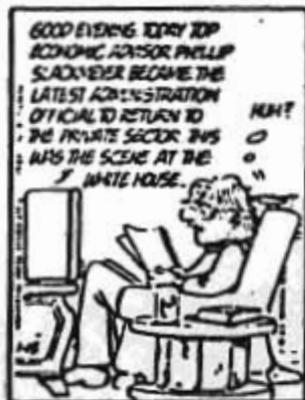
Why is a congressional seat so attractive?

"You get these things in your mind, and you're ready to spend your blood and your money," Richardson said. "It's a very strong feeling that I have. I know I can do a good job."

But the job that Richardson, Mondragon and others clearly long for, will have to wait until our Legislature sets the boundaries for a long-anticipated race.

DOONESBURY

by Garry Trudeau





FEDERAL ELECTION COMMISSION

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