

77040031739

Harry Waller
Box 409
Madison, Tennessee 37115

Re: MUR 216 (76)

Dear Mr. Waller:

This letter is in response to MUR 216 and our letter of February 18, 1977, concerning issues reported by you to your principal campaign committee.

On February 28, Mr. Oliphant of this office spoke with your campaign treasurer, Mr. S. G. Waller, and informed him that your response to our letter must be in writing. At that time, and in a letter dated March 4, 1977, Mr. Waller informed us that he would be kept in touch with you and would respond in writing as soon as possible.

If the Commission does not receive your response within five days, any determination to take further action will have to be based solely on the basis of information which we now have.

If you have any questions, please contact Ms. Lyn Oliphant (202-382-4041).

Sincerely,



Charles W. Steele
Associate General Counsel

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Lyn Oliphant:dks:3/17/77
file designation MUR 216(76)

77040061711

66

PS Form 3811, May, 1976

① **SENDER:** Complete items 1, 2, and 3. Add your address in the "RETURN TO" field on reverse.

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

Show to whom and date delivered..... 15¢

Show to whom, date, & address of delivery..... 25¢

RESTRICTED DELIVERY. Show to whom and date delivered..... 25¢

RESTRICTED DELIVERY. Show to whom, date, and address of delivery..... 35¢

2. ARTICLE ADDRESSED TO:

HARRY Sadler

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438070	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE Addressee Authorized agent

Sonya Rogus ods

4. DATE OF DELIVERY: MAR 22 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

MAR 22 1977
POST OFFICE
MADISON
CENTRE
INITIALS

ROBERTSON COPY SERVICE

A.C.C. #4

RECEIVED.
SECRETARY OF THE

1977 MAR 16 AM 9 35

HAND DELIVERED

MUR 216
cc# 1410

March 11, 1977

Mr. William C. Oldaker
General Council
Federal Election Committee
1325 K. Street, N. W.
Washington, D. C. 20463

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Dear Mr. Oldaker:

Reference: MUR216 (76)

Sorry for the delay in answering your letter dated February 18, 1977.

"What was the source of the \$168,000 loaned by you to your committee on June 15 and August 2, 1976?"

These funds were from personal funds and personal loans.

"Did these loans come from funds which were under your personal control prior to the time of your candidacy?"

No

"Have any of the above loans been repaid?"

Yes

"If so, indicate the date, amount and source of any such repayment."

They were paid out of personal funds. (See attached letters)

"In addition, our review of your reports indicates that your principal campaign committee filed a termination report as of January 31, 1977, with \$293,000 in outstanding debts and obligations, 2 U.S.C. 434 (b) (12) requires continuous reporting of debts and obligations until they are all extinguished."

All debts have been paid and extinguished.

We will file a final report on the proper due date to terminate this committee.

Sincerely,

S.G. Weller
S.G. Weller
Chairman

Enclosures

Rebecca Blocker
Notary Public
Davidson Co. Tenn. Expires 12-10-79

2 - Encls
1. United Am Bank
2. Commerce Union Bank
Letter

77040061741

UNITED AMERICAN BANK

200 FOURTH AVENUE, NORTH
NASHVILLE, TENNESSEE 37219



FINIS L. NELSON
HONORARY CHAIRMAN

March 22, 1977

Mr. Harry Sadler,
Two Mile Parkway at Gallatin Road,
Madison, Tenn.

Dear Harry:

On June 8, 1976, we made a loan to you in the amount of \$50,000 at 9% on an unsecured basis on your individual personal signature. You furnished us with your personal financial statement which justified this loan.

The loan has been paid in full, including interest and you are not indebted to us in any way at this time.

The note was handled on a satisfactory basis and we would not hesitate to make you a loan again on an unsecured basis, being furnished with a current financial statement.

If there is any additional information which you need, please let us know.

Sincerely,

Finis Nelson
Finis Nelson

REPRODUCTION
OF COPY
BY COUNSEL

Inclosed



**Commerce
Union Bank**

E. Harold Edwards
Vice President

March 7, 1977

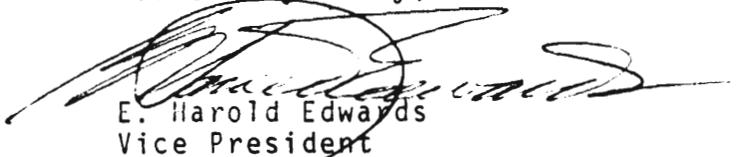
Mr. Harry Sadler
Harry Sadler Chevrolet Co.
Two Mile Pike & Gallatin Road
Nashville, TN

Dear Mr. Sadler:

Our records show that we made you a loan personally for \$50,000 on June 8, 1976. Additionally, on August 6, 1976, we advanced another \$50,000, making a total of \$100,000. These loans were for a period of ninety days each originally and were subsequently extended. Interest rate was 7.500 percent and borrowers line of credit is approximately \$1,000,000 without endorsement or collateral.

As of today we are in receipt of your funds for payment of both loans in full.

Yours very truly,


E. Harold Edwards
Vice President

EHE/ps

COMMUNICATION
COPY
GENERAL COUNSEL

Enclosure 2

770411741

CC#1321

RECEIVED
FEDERAL ELECTION
COMMISSION

March 4, 1977
'77 MAR 8 AM 7:37

Mrs. Lyn Oliphant
Staff Assistant
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

770755

Dear Mrs. Oliphant:

Reference is made to our telephone conversation of recent date.

Reference: M U.R 216(76)

I didn't realize we had only 10 days to answer your letter dated February 18, 1977.

We are sorry about the delay; however, Mr. Sadler's CPA has been out of town this week. He is due back this weekend (March 5-6, 1977).

We will get the written answers to your questions to you as soon as possible.

Sincerely,

S. G. Weller
S. G. Weller
Treasurer

SGW/pt

FEDERAL ELECTION COMMISSION
GENERAL COUNSEL
COPY

77040011741

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 216/239
James R. Sasser for)
Senate Committee)

INTERIM INVESTIGATIVE REPORT

77040061745

The Office of the General Counsel is still in the process of establishing the facts concerning the two remaining allegations in this MUR, one concerning travel and the other concerning bank loans obtained by the candidate. The respondent has recently retained new counsel who have agreed to supply the Commission with what seems to be the remainder of the requested information by about February 15.

When MUR 216 was filed on August 3, 1976, a preliminary check was made of the reports filed by the complainant, Harry Sadler, pursuant to 2 U.S.C. §437g(a)(3)(A). At that time the complainant had reported two bank loans; however, they were correctly reported with the original source of the loans indicated on the reports. There was no surface violation, so no further inquiry was made at that time.

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Further analysis of the complainant's reports, through the October 10 Quarterly Report, indicates that the complainant borrowed \$100,000 from the Commerce Union Bank, \$50,000 on June 8, 1976, and \$50,000 on August 6, 1976. On June 8, 1976, an additional \$50,000 was borrowed from the United American Bank, Nashville. From the candidate's personal funds, according to the reports, \$160,000 was loaned on June 15, 1976, and \$8,000 on August 2, 1976.

As of the October 10 Quarterly Report, the entire amount, \$318,000, was reported as outstanding debts and obligations of the principal campaign committee.

No other details concerning the transactions are available from in-house reports.

In view of the substantial amount of money borrowed by the complainant, and particularly in light of the fact that his complaint alleges violations by the respondent with respect to bank loans, inquiry into the details of the above transactions should be made, even though there appear to be no surface violations. It would seem that 2 U.S.C. §437g(a)(3)(A) which requires investigation of reports and statements filed with the Commission when the complainant is a candidate, would grant the Commission

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COMMISSION
CENTRAL FILE COPY
DIVISION OF CENTRAL COUNSEL

the authority to request the same additional supporting information from a complainant as has been requested from a respondent.

Therefore, it is recommended that supporting data be requested from the complainant concerning the loans reported to his principal campaign committee.

RECOMMENDATION

Send attached letter.



WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE:

2/8/77

77040061747

FEDERAL ELECTION COMMISSION
CENTRAL FILE COPY
GENERAL COUNSEL



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

Mr. Harry Sadler
Box 609
Madison, Tennessee 37115

FEDERAL ELECTION COMMISSION
ORIGINAL FILE COPY
OFFICE OF GENERAL COUNSEL

Dear Mr. Sadler:

Pursuant to 2 U.S.C. §437g(a)(3)(A), and in connection with MUR 216 filed by you, the Commission is making a preliminary investigation into the reports filed by you as a candidate for the Democratic Senatorial nomination in Tennessee.

Accordingly, the Commission would like the following information with respect to loans reported by your principal campaign committee.

What was the source of the \$168,000 loaned by you to your committee on June 15 and August 2, 1976?

Did these loans come from funds which were under your personal control prior to the time of your candidacy?

Regarding the bank loans reported, the two \$50,000 loans from the Commerce Union Bank, and the \$50,000 loan from the United American Bank, what were the terms, interest rates, collateral, if any, and basis upon which such loans were made including the names of any guarantors or co-signers? Provide any documentation of such loans available to you.

Have any of the above loans been repaid? If so, indicate the date, amount and source of any such repayment.

Please note that 2 U.S.C. §437g(a)(3) enjoins any person from making public the fact of "any notification or investigation" by the Commission until the respondent agrees in writing to make public the investigation.

If you have any questions, please contact Lyn Oliphant on 202/382-4041, concerning this matter.

Sincerely yours,

William Oldaker
General Counsel



77040011711

A. G. Weller

77 34 00 517 11



[Redacted address line]

[Redacted address line]

115 Woodmont Boulevard, Nashville, Tenn. 37205

77 MAR 9

RECEIVED
FEDERAL ELECTION COMMISSION
WASHINGTON, D. C.

WILLIAM C. OLDAKER
PM
WASHINGTON, D. C.

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Attn: Mrs Lyn Oliphant

77040031750

United States Senate

OFFICE OF THE SECRETARY

WASHINGTON, D.C. 20510

PUBLIC DOCUMENT—OFFICIAL BUSINESS

Lynn Orlant

F.E.C.

4th Floor - General Council's ofc.

FEDERAL ELECTION COMMISSION
CENTRAL FILE COPY
UNITED STATES SENATE

H. Weller

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Raymond Blud

Es, Tennessee 37205

CONTENTS:

**al Election Campaign Documents
Due in Washington, D.C.
Within 48 Hours
From Time of Cancellation**

RETURN RECEIPT REQUESTED

RETURN RECEIPT REQUESTED

FIRST CLASS

CERTIFIED
No. 475495
MAIL

USH

**HONORABLE FRANCIS R. VALEO
SECRETARY OF THE SENATE
ATTN.: OFFICE OF PUBLIC RECORDS
ROOM 623, 119-D-ST. N.E.
WASHINGTON, D.C. 20510**

**FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL**

Oliphant

**POSTMASTER:
Please Cancel Promptly
and Clearly To Establish**

United States Senate

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20510

NOTICE

The postmark on the preceding envelope is 3/11/77.

77040001731

REC'D
COMMISSION
FILE COPY
LEGAL COUNSEL

FEDERAL ELECTION COMMISSION

- 1) 2 copies of property statement of respondent
2) internal memo from Keith Vance to
William Oldaker

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act, 5 U.S.C. Section 552(b):

- 77040031753
- | | | | |
|-------------------------------------|-----------------------------------------------------------|-------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> | (1) Classified Information | <input checked="" type="checkbox"/> | (6) Personal privacy |
| <input type="checkbox"/> | (2) Internal rules and practices | <input type="checkbox"/> | (7) Investigatory files |
| <input type="checkbox"/> | (3) Exempted by other statute | <input type="checkbox"/> | (8) Banking Information |
| <input type="checkbox"/> | (4) Trade secrets and commercial or financial information | <input type="checkbox"/> | (9) Well Information (geographic or geophysical) |
| <input checked="" type="checkbox"/> | (5) Internal Documents | | |

Signed _____
date _____

FEC 9-21-77



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 216

70040044311



FEDERAL ELECTION COMMISSION

loan documentation of individuals not
respondent which indicate that Bank
loaned money to resp. in reg. course of business.

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act, 5 U.S.C. Section 552(b):

- | | |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> (1) Classified Information | <input type="checkbox"/> (6) Personal privacy |
| <input type="checkbox"/> (2) Internal rules and practices | <input type="checkbox"/> (7) Investigatory files |
| <input type="checkbox"/> (3) Exempted by other statute | <input checked="" type="checkbox"/> (8) Banking Information |
| <input type="checkbox"/> (4) Trade secrets and commercial or financial information | <input type="checkbox"/> (9) Well Information (geographic or geophysical) |
| <input type="checkbox"/> (5) Internal Documents | |

Signed

Robert Rogin

date

June 1, 1978

78010044312

FEDERAL ELECTION COMMISSION

MEMORANDUM - TO: FILE; FROM LYN OLIPHANT / 8/23/76 and
9/22/76; TO: JACK MURPHY; FROM: DAN SWILLINGER 10/15/76 and 10/26/76;
TO JACK MURPHY FROM DAVID SPIEGEL 10/19/76
~~TO JACK MURPHY, FROM DAVID SPIEGEL AND DAN SWILLINGER 10/15/76~~

TO DAN SWILLINGER FROM D. FISKE 10/15/76; TO FILE FROM
J. MURPHY 12/6/76. - NOTES - undated; unauthored.

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act, 5 U.S.C. Section 552(b):

- (1) Classified Information
- (2) Internal rules and practices
- (3) Exempted by other statute
- (4) Trade secrets and commercial or financial information
- (5) Internal Documents
- (6) Personal privacy
- (7) Investigatory files
- (8) Banking Information
- (9) Well Information (geographic or geophysical)

Signed Robert Bogin
date 6/1/78

0040044313



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 5, 1978

Mr. Carl C. Spray
Airplane Services, Inc.
c/o Franklin County Bank
Winchester, Tennessee

Re: MUR 216

Dear Mr. Spray:

On May 25 , 1978, the Commission agreed to accept the conciliation agreement that you have heretofore signed, and has closed the file on this matter. For your records, please find enclosed a copy of the agreement.

Sincerely yours,

A handwritten signature in black ink, appearing to read "William C. Oldaker".

William C. Oldaker
General Counsel

Enclosure



B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into a contract with Airplane Services, Inc. to obtain the use of its airplane during the campaign.

C. Airplane Services Inc. is a corporation which provided a twin-engine airplane and a single engine airplane to the Campaign Committee and charged a rate of \$35 per hour for the airplane with a pilot. In addition, the Campaign Committee purchased its fuel independently. The total amount paid for use of the Airplane Services, Inc. airplanes was \$1,900.78, the average hourly charge was \$86.79.

D. Expenses related to the use of this airplane were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled

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commercial service or (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service. This regulation was not in effect at the time that the flights at issue occurred.

VI. The Commission believes that the rule established by the regulation is required by the statute and for that reason has determined that Airplane Services, Inc. has accepted an insufficient amount for the use of airplanes provided to then candidate James R. Sasser.

VII. Should Airplane Services, Inc. again contract to provide aircraft to a candidate subject to FECA, the corporation shall not rent corporate aircraft for use in campaign-related travel without receiving in advance funds from the candidate at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

VIII. It is understood that this Agreement does not constitute an admission that Airplane Services, Inc. or any employee of this corporation violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

IX. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement

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or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

X. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

79972014313

4-10-1978
Date

Carl C. Spray
Carl C. Spray
Airplane Services, Inc.
c/o Franklin County Bank
Winchester, Tennessee

6/1/78
Date

William C. Oldaker
William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 5, 1978

Mr. Aubrey Gregory
Aviation Group Associates
P.O. Box 491
Madison, Tennessee 37115

Re: MUR 216

Dear Mr. Gregory:

On May 25, 1978, the Commission agreed to accept the conciliation agreement that you have heretofore signed, and has closed the file on this matter. For your records, please find enclosed a copy of the agreement.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "William C. Oldaker".

William C. Oldaker
General Counsel

Enclosure



BEFORE THE FEDERAL ELECTION COMMISSION
March 10, 1978

In the Matter of)
) MUR 216 (76)
Aviation Group Associates)

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint filed by Harry Sadler on August 3, 1976. An investigation has been conducted into all of the charges made by the complainant. In order to terminate this investigation, the Federal Election Commission and the respondent have entered into this conciliation pursuant to 2 U.S.C. §437(g)(a)(5), and do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the parties and the subject matter of this proceeding.
- II. Aviation Group Associates has had an opportunity to respond to the Commission's investigation and to provide the information requested. Aviation Group Associates has cooperated fully with the Commission and has made every effort to supply all relevant information to the Commission.
- III. The pertinent facts in this matter are as follows:

- A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into a contract with Aviation Group Associates to obtain the use of its airplane during the campaign.

C. Aviation Group Associates Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$65 per hour for the use of the airplane fully fueled. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day. The total amount paid by the Campaign Committee for the Aviation Group Associates Inc. airplane was \$4,155.00, the average hourly charge was \$104.65.

D. Expenses related to the use of this airplane were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled

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commercial service or (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service. This regulation was not in effect at the time that the flights at issue occurred.

VI. The Commission believes that the rule established by the regulation is required by the statute and for that reason has determined that Aviation Group Associates has accepted an insufficient amount for the use of airplanes provided to then candidate James R. Sasser.

VII. Should Aviation Group Associates again contract to provide aircraft to a candidate subject to FECA, the corporation shall not rent corporate aircraft for use in campaign-related travel without receiving in advance funds from the candidate at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

VIII. It is understood that this Agreement does not constitute an admission that Aviation Group Associates or any employee of this corporation violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

IX. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

20040914322

X. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

4-14-78
Date

Aubrey Gregory
Aubrey Gregory
Aviation Group Associates
P.O. Box 491
Madison, Tennessee 37115

6/1/78
Date

William C. Oldaker
William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

78040044323



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 5, 1978

Mr. Fred H. Whaley
Pierce Ditching Company
1901 East Center Street
Kingsport, Tennessee 37664

Re: MUR 216

Dear Mr. Whaley:

On May 25 , 1978, the Commission agreed to accept the conciliation agreement that you have heretofore signed, and has closed the file on this matter. For your records, please find enclosed a copy of the agreement.

Sincerely yours

A handwritten signature in black ink, appearing to read "William C. Oldaker", written over the typed name.

William C. Oldaker
General Counsel

Enclosure



BEFORE THE FEDERAL ELECTION COMMISSION
March 10, 1978

In the Matter of)
) MUR 216 (76)
Pierce Ditching Company)

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint filed by Harry Sadler on August 3, 1976. An investigation has been conducted into all of the charges made by the complainant. In order to terminate this investigation, the Federal Election Commission and the respondent have entered into this conciliation pursuant to 2 U.S.C. §437(g)(a)(5), and do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the parties and the subject matter of this proceeding.
- II. Pierce Ditching Company has had an opportunity to respond to the Commission's investigation and to provide the information requested. Pierce Ditching Company has cooperated fully with the Commission and has made every effort to supply all relevant information to the Commission.
- III. The pertinent facts in this matter are as follows:
- A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into a contract with Pierce Ditching Company to obtain the use of its airplane during the campaign.

C. Pierce Ditching Co. is a corporation which provided one twin-engine airplane to the Campaign Committee for one flight from Tri-Cities to Chattanooga. The Corporation was paid \$98 for the flight, which included the cost of fuel, and the pilot was paid \$50.

D. Expenses related to the use of this airplane were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled

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commercial service or (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service. This regulation was not in effect at the time that the flights at issue occurred.

VI. The Commission believes that the rule established by the regulation is required by the statute and for that reason has determined that Pierce Ditching Company has accepted an insufficient amount for the use of airplanes provided to then candidate James R. Sasser.

VII. Should Pierce Ditching Company again contract to provide aircraft to a candidate subject to FECA, the corporation shall not rent corporate aircraft for use in campaign-related travel without receiving in advance funds from the candidate at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

VIII. It is understood that this Agreement does not constitute an admission that Pierce Ditching Company or any employee of this corporation violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

IX. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

19940914307

X. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

May 11, 1978

Date



Fred H. Whaley
Pierce Ditching Company
1901 East Center Street
Kingsport, Tennessee 37664

6/1/78

Date



William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

200499734328



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 5, 1978

Mr. J.T. Dugger, Jr., President
J.T. Dugger & Sons, Inc.
3018 Ambrose Avenue
Nashville, Tennessee 37207

Re: MUR 216

Dear Mr. Dugger:

On May 25, 1978, the Commission agreed to accept the conciliation agreement that you have heretofore signed, and has closed the file on this matter. For your records, please find enclosed a copy of the agreement.

Sincerely yours

A handwritten signature in cursive script, appearing to read "William C. Oldaker".

William C. Oldaker
General Counsel

Enclosure



B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into a contract with J.T. Dugger & Sons, Inc. to obtain the use of its airplane during the campaign.

C. J.T. Dugger, Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$40 per hour for the use of the airplane without fuel or pilot. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day and to purchase all fuel independently. The total amount paid by the Campaign Committee for use of the J.T. Dugger, Inc. airplane was \$2,294.16, the average hourly charge was \$114.13.

D. Expenses related to the use of this airplane were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled

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commercial service or (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service. This regulation was not in effect at the time that the flights at issue occurred.

VI. The Commission believes that the rule established by the regulation is required by the statute and for that reason has determined that J.T. Dugger & Sons, Inc. has accepted an insufficient amount for the use of airplanes provided to then candidate James R. Sasser.

VII. Should J.T. Dugger & Sons, Inc. again contract to provide aircraft to a candidate subject to FECA, the corporation shall not rent corporate aircraft for use in campaign-related travel without receiving in advance funds from the candidate at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

VIII. It is understood that this Agreement does not constitute an admission that J.T. Dugger & Sons, Inc. or any employee of this corporation violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

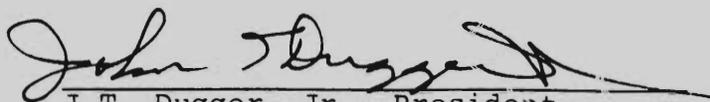
IX. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

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X. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

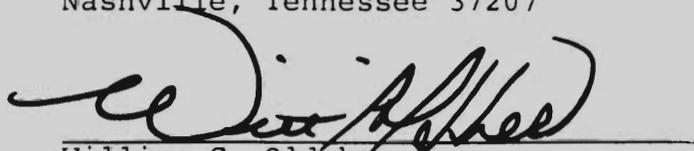
XI. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

April 10 - 1978
Date



J.T. Dugger, Jr., President
J.T. Dugger & Sons, Inc.
3018 Ambrose Avenue
Nashville, Tennessee 37207

6/1/78
Date



William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

78040044333

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 216 (76)
Pierce Ditching Company)
Aviation Group Associates)
Airplane Services, Inc.)
J. T. Dugger & Sons, Inc.)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on May 25, 1978, the Commission approved by a vote of 6-0 the conciliation agreements, signed by the airplane respondents listed above, attached to the General Counsel's memorandum dated May 19, 1978.

Date: 5/24/78

Marjorie W. Emmons
Marjorie W. Emmons
Secretary to the Commission

Received in Office of Commission Secretary: 5-19-78
Circulated on 48 hour vote basis: 5-23-78, 12:30

19010014334



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

May 19, 1978

MEMORANDUM

TO: The Commission

FROM: William C. Oldaker *WCO*

RE: MUR 216 - Approval of Conciliation Agreements

Attached are four conciliation agreements signed by all the airplane company respondents. The signed agreements are identical to those proposed by the Commission at its meeting of March 23, 1978. These conciliation agreements are being submitted to the Commission for final approval.

Enclosures



MCC 3563
NRN

SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006
TELEPHONE 202: 624-9000
TELEX 89-463

Founded in 1868 as
Williams & Thompson

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4364
EUROPEAN OFFICE
9 HOLLAND PARK
LONDON, W11 3TH, ENGLAND
TELEPHONE 01: 727-1416
TELEX 21781

May 15, 1978

Mr. Lester Scall
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Scall:

Enclosed with this letter are the Conciliation Agreements of each of the four companies from which the Commission requested such agreements. If the Commission accepts these Agreements, this investigation will be at an end. Before the Commission releases its files to the public, I would like the opportunity to review them to avoid the disclosure of records protected by the Freedom of Information Act. Please contact me to arrange a mutually convenient time for this review.

Sincerely,

Michael Nemeroff
Michael A. Nemeroff

MAN:pv
Enclosures

cc: Senator James R. Sasser

70040014336

BEFORE THE FEDERAL ELECTION COMMISSION
March 10, 1978

In the Matter of)
) MUR 216 (76)
Pierce Ditching Company)

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint filed by Harry Sadler on August 3, 1976. An investigation has been conducted into all of the charges made by the complainant. In order to terminate this investigation, the Federal Election Commission and the respondent have entered into this conciliation pursuant to 2 U.S.C. §437(g) (a) (5), and do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the parties and the subject matter of this proceeding.
- II. Pierce Ditching Company has had an opportunity to respond to the Commission's investigation and to provide the information requested. Pierce Ditching Company has cooperated fully with the Commission and has made every effort to supply all relevant information to the Commission.

III. The pertinent facts in this matter are as follows:

- A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

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B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into a contract with Pierce Ditching Company to obtain the use of its airplane during the campaign.

C. Pierce Ditching Co. is a corporation which provided one twin-engine airplane to the Campaign Committee for one flight from Tri-Cities to Chattanooga. The Corporation was paid \$98 for the flight, which included the cost of fuel, and the pilot was paid \$50.

D. Expenses related to the use of this airplane were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled

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commercial service or (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service. This regulation was not in effect at the time that the flights at issue occurred.

VI. The Commission believes that the rule established by the regulation is required by the statute and for that reason has determined that Pierce Ditching Company has accepted an insufficient amount for the use of airplanes provided to then candidate James R. Sasser.

VII. Should Pierce Ditching Company again contract to provide aircraft to a candidate subject to FECA, the corporation shall not rent corporate aircraft for use in campaign-related travel without receiving in advance funds from the candidate at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

VIII. It is understood that this Agreement does not constitute an admission that Pierce Ditching Company or any employee of this corporation violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

IX. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

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X. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

May 11, 1978

Date



Fred H. Whaley
Pierce Ditching Company
1901 East Center Street
Kingsport, Tennessee 37664

Date

William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

79040714340

BEFORE THE FEDERAL ELECTION COMMISSION
March 10, 1978

In the Matter of)
) MUR 216 (76)
Aviation Group Associates)

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint filed by Harry Sadler on August 3, 1976. An investigation has been conducted into all of the charges made by the complainant. In order to terminate this investigation, the Federal Election Commission and the respondent have entered into this conciliation pursuant to 2 U.S.C. §437(g)(a)(5), and do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the parties and the subject matter of this proceeding.
- II. Aviation Group Associates has had an opportunity to respond to the Commission's investigation and to provide the information requested. Aviation Group Associates has cooperated fully with the Commission and has made every effort to supply all relevant information to the Commission.
- III. The pertinent facts in this matter are as follows:
- A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

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B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into a contract with Aviation Group Associates to obtain the use of its airplane during the campaign.

C. Aviation Group Associates Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$65 per hour for the use of the airplane fully fueled. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day. The total amount paid by the Campaign Committee for the Aviation Group Associates Inc. airplane was \$4,155.00, the average hourly charge was \$104.65.

D. Expenses related to the use of this airplane were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled

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commercial service or (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service. This regulation was not in effect at the time that the flights at issue occurred.

VI. The Commission believes that the rule established by the regulation is required by the statute and for that reason has determined that Aviation Group Associates has accepted an insufficient amount for the use of airplanes provided to then candidate James R. Sasser.

VII. Should Aviation Group Associates again contract to provide aircraft to a candidate subject to FECA, the corporation shall not rent corporate aircraft for use in campaign-related travel without receiving in advance funds from the candidate at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

VIII. It is understood that this Agreement does not constitute an admission that Aviation Group Associates or any employee of this corporation violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

IX. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

29917714343

X. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

4-14-78

Date

Aubrey Gregory

Aubrey Gregory
Aviation Group Associates
P.O. Box 491
Madison, Tennessee 37115

Date

William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

0000004344

BEFORE THE FEDERAL ELECTION COMMISSION
March 10, 1978

In the Matter of)
) MUR 216 (76)
Airplane Services, Inc.)

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint filed by Harry Sadler on August 3, 1976. An investigation has been conducted into all of the charges made by the complainant. In order to terminate this investigation, the Federal Election Commission and the respondent have entered into this conciliation pursuant to 2 U.S.C. §437(g)(a)(5), and do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the parties and the subject matter of this proceeding.
- II. Airplane Services, Inc. has had an opportunity to respond to the Commission's investigation and to provide the information requested. Airplane Services, Inc. has cooperated fully with the Commission and has made every effort to supply all relevant information to the Commission.
- III. The pertinent facts in this matter are as follows:
- A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

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B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into a contract with Airplane Services, Inc. to obtain the use of its airplane during the campaign.

C. Airplane Services Inc. is a corporation which provided a twin-engine airplane and a single engine airplane to the Campaign Committee and charged a rate of \$35 per hour for the airplane with a pilot. In addition, the Campaign Committee purchased its fuel independently. The total amount paid for use of the Airplane Services, Inc. airplanes was \$1,900.78, the average hourly charge was \$86.79.

D. Expenses related to the use of this airplane were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled

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commercial service or (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service. This regulation was not in effect at the time that the flights at issue occurred.

VI. The Commission believes that the rule established by the regulation is required by the statute and for that reason has determined that Airplane Services, Inc. has accepted an insufficient amount for the use of airplanes provided to then candidate James R. Sasser.

VII. Should Airplane Services, Inc. again contract to provide aircraft to a candidate subject to FECA, the corporation shall not rent corporate aircraft for use in campaign-related travel without receiving in advance funds from the candidate at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

VIII. It is understood that this Agreement does not constitute an admission that Airplane Services, Inc. or any employee of this corporation violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

IX. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement

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or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

X. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

4-10-1978
Date

Carl C. Spray
Carl C. Spray
Airplane Services, Inc.
c/o Franklin County Bank
Winchester, Tennessee

Date

William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

78040044148

BEFORE THE FEDERAL ELECTION COMMISSION
March 10, 1978

In the Matter of)
) MUR 216 (76)
J.T. Dugger & Sons, Inc.)

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint filed by Harry Sadler on August 3, 1976. An investigation has been conducted into all of the charges made by the complainant. In order to terminate this investigation, the Federal Election Commission and the respondent have entered into this conciliation pursuant to 2 U.S.C. §437(g)(a)(5), and do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the parties and the subject matter of this proceeding.
- II. J.T. Dugger & Sons, Inc. has had an opportunity to respond to the Commission's investigation and to provide the information requested. J.T. Dugger & Sons, Inc. has cooperated fully with the Commission and has made every effort to supply all relevant information to the Commission.

III. The pertinent facts in this matter are as follows:

- A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

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B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into a contract with J.T. Dugger & Sons, Inc. to obtain the use of its airplane during the campaign.

C. J.T. Dugger, Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$40 per hour for the use of the airplane without fuel or pilot. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day and to purchase all fuel independently. The total amount paid by the Campaign Committee for use of the J.T. Dugger, Inc. airplane was \$2,294.16, the average hourly charge was \$114.13.

D. Expenses related to the use of this airplane were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled

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commercial service or (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service. This regulation was not in effect at the time that the flights at issue occurred.

VI. The Commission believes that the rule established by the regulation is required by the statute and for that reason has determined that J.T. Dugger & Sons, Inc. has accepted an insufficient amount for the use of airplanes provided to then candidate James R. Sasser.

VII. Should J.T. Dugger & Sons, Inc. again contract to provide aircraft to a candidate subject to FECA, the corporation shall not rent corporate aircraft for use in campaign-related travel without receiving in advance funds from the candidate at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

VIII. It is understood that this Agreement does not constitute an admission that J.T. Dugger & Sons, Inc. or any employee of this corporation violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

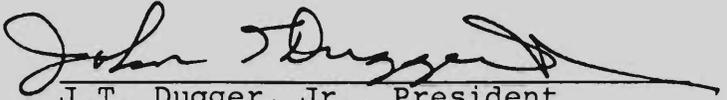
IX. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

14351

X. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

April 10 - 1978
Date



J.T. Dugger, Jr., President
J.T. Dugger & Sons, Inc.
3018 Ambrose Avenue
Nashville, Tennessee 37207

Date

William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

18040714352

DCC 3563
NRN

SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20006
TELEPHONE 202: 624-9000
TELEX 89-463

Founded in 1866 as
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CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4364

EUROPEAN OFFICE
9 HOLLAND PARK
LONDON, W11 3TH, ENGLAND
TELEPHONE 01: 727-1416
TELEX 21781

May 15, 1978

Mr. Lester Scall
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Scall:

Enclosed with this letter are the Conciliation Agreements of each of the four companies from which the Commission requested such agreements. If the Commission accepts these Agreements, this investigation will be at an end. Before the Commission releases its files to the public, I would like the opportunity to review them to avoid the disclosure of records protected by the Freedom of Information Act. Please contact me to arrange a mutually convenient time for this review.

Sincerely,

Michael Nemeroff
Michael A. Nemeroff

MAN:pv
Enclosures

cc: Senator James R. Sasser

299 W 31st St
New York, NY 10001

SIDLEY & AUSTIN 7 8 0 4 0 0 4 4 3 5 4

1730 PENNSYLVANIA AVENUE, N.W.

WASHINGTON, D.C. 20006

Mr. Lester Scall
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

May 2, 1978

MEMORANDUM TO: CHARLES STEELE
FROM: MARJORIE W. EMMONS *MWE*
SUBJECT: MUR 216 (76) - Interim Conciliation Report dated 4-26-78
Signed by General Counsel: 4-28-78
Received in Office of Commission
Secretary: 4-28-79, 3:45

The above-mentioned document was circulated to the Commissioner on a 24 hour no-objection basis at 2:00 p.m., May 1, 1978.

As of 2:00 p.m., this date, no objections have been received in the Office of Commission Secretary to the Interim Conciliation Report.

78040714355

April 28, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 216

Please have the attached Interim Conciliation Report on MUR 216 distributed to the Commission on a 24 hour no-objection basis.

Thank you.

78040044356

BEFORE THE FEDERAL ELECTION COMMISSION
April 26, 1978

In the Matter of)
)
James R. Sasser)
Airplane Services, Inc.) MUR 216 (76)
Pierce Ditching Company)
Aviation Group Associates)
J.T. Dugger & Sons)

INTERIM CONCILIATION REPORT

13047714357

On March 23, 1978, the Commission found reasonable cause to believe that the four respondent air charter companies violated 2 U.S.C. §441b, and authorized the sending of proposed conciliation agreements. These conciliation agreements were sent to Michael A. Nemeroff, attorney for respondent Senator James R. Sasser, with the understanding that he would forward this information to the respondents and assist in the reaching of agreements in this matter. As of this date, Mr. Nemeroff has advised us by phone that he has received signed conciliation agreements from three of the respondents. He expects to reach the fourth respondent and obtain a signed agreement in the near future. When all four conciliation agreements have been signed he will forward them to us. In the three agreements already signed, respondents made no changes.

4/26/78
Date

William C. Oldaker
William C. Oldaker
General Counsel

100 3127

SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006
TELEPHONE 202: 624-9000
TELEX 89-463

Founded in 1866 as
Williams & Thompson

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4364
EUROPEAN OFFICE
9 HOLLAND PARK
LONDON, W11 3TH, ENGLAND
TELEPHONE 01: 727-1416
TELEX 21781

April 3, 1978

Lester Scall, Esq.
Office of General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

Dear Mr. Scall:

Enclosed please find a check in the amount of \$865.00 which is paid in accordance with the conciliation agreement accepted by the Commission on March 9, 1978. This check constitutes full compliance by the Sasser for Senate Committee with the terms of the agreement.

Sincerely,



Michael A. Nemeroff

MAN:amv
Enclosure

7801034339

SASSER FOR SENATE COMMITTEE

23RD FLOOR LIFE AND CASUALTY TOWER

NASHVILLE, TENN. 37219

SENATE IDENTIFICATION NO. S-2152

1275

April 2 19 78 ⁸⁷⁻⁵/₆₄₀

PAY TO THE ORDER OF United States Treasury

\$ 865⁰⁰/₁₀₀

eight hundred & sixty-five dollars ⁰⁰/₁₀₀ DOLLARS

**Nashville City Bank
AND TRUST CO. NASHVILLE, TENN**

SASSER FOR SENATE COMMITTEE

Michael Klementoff

FOR Settlement in conciliation Agreement
3/9/78

⑆0640⑆0005⑆ 63 9646 3⑈

SIDLEY & AUSTIN
1730 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20006

Lester Scall, Esq.
Office of General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

March 29, 1978

Michael A. Nemeroff
Sidley & Austin
1730 Pennsylvania Ave., N.W.
Washington, D.C. 20006

Re: MUR 216 (76)

Dear Mr. Nemeroff:

I am enclosing a letter giving notice of reasonable cause to believe that a violation of the Federal Election Campaign Act has occurred and a conciliation agreement for each of the four corporations who supplied James R. Sasser with the use of their airplanes at cost.

It is our understanding that you will forward this information to the respondents and assist in the reaching of agreements in this matter.

Lester Scall, the attorney assigned to this matter, will be in touch shortly, to discuss our proposed agreement. His phone number is (202) 523-4052.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "William C. Oldaker".

William C. Oldaker
General Counsel

Enclosures





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

March 29, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

J.T. Dugger, Jr., President
J.T. Dugger & Sons, Inc.
3018 Ambrose Avenue
Nashville, Tennessee 37207

Re: MUR 216(76)

Dear Mr. Dugger:

On March 23, 1978, the Commission found reasonable cause to believe that your company made a corporate contribution in violation of 2 U.S.C. §441b, in an amount equal to the difference between actual market value of flights supplied to then candidate James R. Sasser, and actual cost of those flights.

The Commission has a duty to correct such violations for a period of 30 days by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. §437g(a)(5)(A). Towards this end, I am enclosing a proposed conciliation agreement which the Commission would accept in settlement of this matter. Please note that no penalty is being required. In order that this matter may be resolved through conciliation, please contact Robert Bogin, the staff attorney now assigned to this matter, (202) 523-1474, at your earliest convenience.

Sincerely yours,

William C. Oldaker
General Counsel

cc: Michael A. Nemeroff, Esq.
Sidley & Austin

Enclosures



BEFORE THE FEDERAL ELECTION COMMISSION
March 10, 1978

In the Matter of)
) MUR 216 (76)
J.T. Dugger & Sons, Inc.)

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint filed by Harry Sadler on August 3, 1976. An investigation has been conducted into all of the charges made by the complainant. In order to terminate this investigation, the Federal Election Commission and the respondent have entered into this conciliation pursuant to 2 U.S.C. §437(g)(a)(5), and do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the parties and the subject matter of this proceeding.
- II. J.T. Dugger & Sons, Inc. has had an opportunity to respond to the Commission's investigation and to provide the information requested. J.T. Dugger & Sons, Inc. has cooperated fully with the Commission and has made every effort to supply all relevant information to the Commission.
- III. The pertinent facts in this matter are as follows:

A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

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B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into a contract with J.T. Dugger & Sons, Inc. to obtain the use of its airplane during the campaign.

C. J.T. Dugger, Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$40 per hour for the use of the airplane without fuel or pilot. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day and to purchase all fuel independently. The total amount paid by the Campaign Committee for use of the J.T. Dugger, Inc. airplane was \$2,294.16, the average hourly charge was \$114.13.

D. Expenses related to the use of this airplane were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled

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commercial service or (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service. This regulation was not in effect at the time that the flights at issue occurred.

VI. The Commission believes that the rule established by the regulation is required by the statute and for that reason has determined that J.T. Dugger & Sons, Inc. has accepted an insufficient amount for the use of airplanes provided to then candidate James R. Sasser.

VII. Should J.T. Dugger & Sons, Inc. again contract to provide aircraft to a candidate subject to FECA, the corporation shall not rent corporate aircraft for use in campaign-related travel without receiving in advance funds from the candidate at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

VIII. It is understood that this Agreement does not constitute an admission that J.T. Dugger & Sons, Inc. or any employee of this corporation violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

IX. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

3901014355

X. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

J.T. Dugger, Jr., President
J.T. Dugger & Sons, Inc.
3018 Ambrose Avenue
Nashville, Tennessee 37207

Date

William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

99740714366



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

March 29, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Aubrey Gregory
Aviation Group Associates
P.O. Box 491
Madison, Tennessee 37115

Re: MUR 216(76)

Dear Mr. Gregory:

On March 23, 1978, the Commission found reasonable cause to believe that your company made a corporate contribution in violation of 2 U.S.C. §441b, in an amount equal to the difference between actual market value of flights supplied to then candidate James R. Sasser, and actual cost of those flights.

The Commission has a duty to correct such violations for a period of 30 days by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. §437g(a)(5)(A). Towards this end, I am enclosing a proposed conciliation agreement which the Commission would accept in settlement of this matter. Please note that no penalty is being required. In order that this matter may be resolved through conciliation, please contact Robert Bogin, the staff attorney now assigned to this matter, (202) 523-1474, at your earliest convenience.

Sincerely yours,

William C. Oldaker
General Counsel

cc: Michael A. Nemeroff, Esq.
Sidley & Austin

Enclosures



B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into a contract with Aviation Group Associates to obtain the use of its airplane during the campaign.

C. Aviation Group Associates Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$65 per hour for the use of the airplane fully fueled. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day. The total amount paid by the Campaign Committee for the Aviation Group Associates Inc. airplane was \$4,155.00, the average hourly charge was \$104.65.

D. Expenses related to the use of this airplane were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled

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commercial service or (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service. This regulation was not in effect at the time that the flights at issue occurred.

VI. The Commission believes that the rule established by the regulation is required by the statute and for that reason has determined that Aviation Group Associates has accepted an insufficient amount for the use of airplanes provided to then candidate James R. Sasser.

VII. Should Aviation Group Associates again contract to provide aircraft to a candidate subject to FECA, the corporation shall not rent corporate aircraft for use in campaign-related travel without receiving in advance funds from the candidate at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

VIII. It is understood that this Agreement does not constitute an admission that Aviation Group Associates or any employee of this corporation violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

IX. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

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X. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

Aubrey Gregory
Aviation Group Associates
P.O. Box 491
Madison, Tennessee 37115

Date

William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

18040014371



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

March 29, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carl C. Spray
Airplane Services, Inc.
c/o Franklin County Bank
Winchester, Tennessee

Re: MUR 216(76)

Dear Mr. Spray:

On March 23, 1978, the Commission found reasonable cause to believe that your company made a corporate contribution in violation of 2 U.S.C. §441b, in an amount equal to the difference between actual market value of flights supplied to then candidate James R. Sasser, and actual cost of those flights.

The Commission has a duty to correct such violations for a period of 30 days by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. §437g(a)(5)(A). Towards this end, I am enclosing a proposed conciliation agreement which the Commission would accept in settlement of this matter. Please note that no penalty is being required. In order that this matter may be resolved through conciliation, please contact Robert Bogin, the staff attorney now assigned to this matter, (202) 523-1474, at your earliest convenience.

Sincerely yours,

William C. Oldaker
General Counsel

cc: Michael A. Nemeroff, Esq.
Sidley & Austin

Enclosures



B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into a contract with Airplane Services, Inc. to obtain the use of its airplane during the campaign.

C. Airplane Services Inc. is a corporation which provided a twin-engine airplane and a single engine airplane to the Campaign Committee and charged a rate of \$35 per hour for the airplane with a pilot. In addition, the Campaign Committee purchased its fuel independently. The total amount paid for use of the Airplane Services, Inc. airplanes was \$1,900.78, the average hourly charge was \$86.79.

D. Expenses related to the use of this airplane were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled

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commercial service or (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service. This regulation was not in effect at the time that the flights at issue occurred.

VI. The Commission believes that the rule established by the regulation is required by the statute and for that reason has determined that Airplane Services, Inc. has accepted an insufficient amount for the use of airplanes provided to then candidate James R. Sasser.

VII. Should Airplane Services, Inc. again contract to provide aircraft to a candidate subject to FECA, the corporation shall not rent corporate aircraft for use in campaign-related travel without receiving in advance funds from the candidate at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

VIII. It is understood that this Agreement does not constitute an admission that Airplane Services, Inc. or any employee of this corporation violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

IX. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement

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or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

X. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

Carl C. Spray
Airplane Services, Inc.
c/o Franklin County Bank
Winchester, Tennessee

Date

William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

March 29, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Fred H. Whaley
Pierce Ditching Company
1901 East Center Street
Kingsport, Tennessee 37664

Re: MUR 216 (76)

Dear Mr. Whaley:

On March 23, 1978 the Commission found reasonable cause to believe that your company made a corporate contribution in violation of 2 U.S.C. §441b, in an amount equal to the difference between actual market value of flights supplied to then candidate James R. Sasser, and actual cost of those flights.

The Commission has a duty to correct such violations for a period of 30 days by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. §437g(a)(5)(A). Towards this end, I am enclosing a proposed conciliation agreement which the Commission would accept in settlement of this matter. Please note that no penalty is being required. In order that this matter may be resolved through conciliation, please contact Robert Bogin, the staff attorney now assigned to this matter, (202) 523-1474, at your earliest convenience.

Sincerely yours,

William C. Oldaker
General Counsel

cc: Michael A. Nemeroff, Esq.
Sidley & Austin

Enclosures



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BEFORE THE FEDERAL ELECTION COMMISSION
March 10, 1978

In the Matter of)
) MUR 216 (76)
Pierce Ditching Company)

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint filed by Harry Sadler on August 3, 1976. An investigation has been conducted into all of the charges made by the complainant. In order to terminate this investigation, the Federal Election Commission and the respondent have entered into this conciliation pursuant to 2 U.S.C. §437(g)(a)(5), and do hereby agree as follows:

- I. The Federal Election Commission has jurisdiction over the parties and the subject matter of this proceeding.
- II. Pierce Ditching Company has had an opportunity to respond to the Commission's investigation and to provide the information requested. Pierce Ditching Company has cooperated fully with the Commission and has made every effort to supply all relevant information to the Commission.
- III. The pertinent facts in this matter are as follows:
- A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

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B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into a contract with Pierce Ditching Company to obtain the use of its airplane during the campaign.

C. Pierce Ditching Co. is a corporation which provided one twin-engine airplane to the Campaign Committee for one flight from Tri-Cities to Chattanooga. The Corporation was paid \$98 for the flight, which included the cost of fuel, and the pilot was paid \$50.

D. Expenses related to the use of this airplane were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled

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commercial service or (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service. This regulation was not in effect at the time that the flights at issue occurred.

VI. The Commission believes that the rule established by the regulation is required by the statute and for that reason has determined that Pierce Ditching Company has accepted an insufficient amount for the use of airplanes provided to then candidate James R. Sasser.

VII. Should Pierce Ditching Company again contract to provide aircraft to a candidate subject to FECA, the corporation shall not rent corporate aircraft for use in campaign-related travel without receiving in advance funds from the candidate at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

VIII. It is understood that this Agreement does not constitute an admission that Pierce Ditching Company or any employee of this corporation violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

IX. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

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X. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Date

Fred H. Whaley
Pierce Ditching Company
1901 East Center Street
Kingsport, Tennessee 37664

Date

William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

18010014381

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
James R. Sasser)
Airplane Services, Inc.)
Pierce Ditching Co.)
Aviation Group Associates)
J. T. Dugger & Sons)

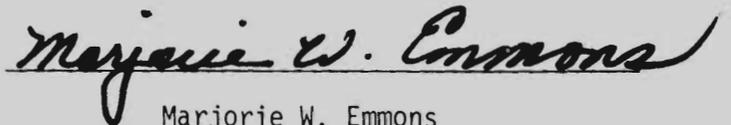
MUR 216 (76)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on March 23, 1978, at an Executive Session of the Federal Election Commission at which a quorum was present, the Commission determined by a vote of 5-0 to adopt the recommendation of the General Counsel to take the following actions in the above-captioned matter:

1. Find reasonable cause to believe that Airplane Services, Inc., Pierce Ditching Co., Aviation Group Associates and J. T. Dugger & Sons violated 2 U.S.C. Section 441b.
2. Authorize the sending of the letters and proposed conciliation agreements attached to the General Counsel's Report signed March 17, 1978.

Voting for this determination were Commissioners Aikens, Harris, Springer, Staebler, and Tiernan. Commissioner Thomson recused in this matter.



Marjorie W. Emmons
Secretary to the Commission

Date: March 24, 1978

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BEFORE THE FEDERAL ELECTION COMMISSION
March 10, 1978

In the Matter of)
)
James R. Sasser) MUR 216 (76)
Airplane Services, Inc.)
Pierce Ditching Co.)
Aviation Group Associates)
J.T. Dugger & Sons)

EXECUTIVE SESSION

MAR 23 1978

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On September 21, 1976, the Commission found reason to believe that James R. Sasser, while a candidate for the Senate from Tennessee, accepted corporate contributions in violation of 2 U.S.C. §441b. The allegations were that the Sasser campaign used corporate aircraft and paid for the usage of these planes in amounts not exceeding the cost to operate them.

On June 15, 1977, the Commission found reasonable cause to believe that Senator Sasser violated §441b, and on that same date, the Commission found reason to believe that four corporations had violated this section by providing their planes to the Sasser campaign at cost. These companies are Airplane Services, Inc., Pierce Ditching Co., Aviation Group Associates and J.T. Dugger.

On February 27, 1978, Senator Sasser's counsel returned a signed conciliation agreement incorporating changes made by the Commission. On March 9, 1978, the Commission voted to accept the agreement.

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THE AIRCRAFT COMPANIES

With the finalization of a conciliation agreement with Senator Sasser, the Commission should now proceed to a conclusion of the matter as to the four corporations. All of these respondents submitted answers to the Commission's reason to believe finding as to them. These responses were similar in content, 1/ and have not provided us with information significantly different from, or at variance with, that provided us by respondent Sasser. All four corporations claimed that they charged then candidate Sasser the actual cost of using their planes, that they were reimbursed for the cost by the Senator's campaign committee, 2/ that the lawyers for the campaign committee wrote contracts which were thought by these four corporations to comply with the law, and that the regulations issued by the Federal Aviation Administration (F.A.A.) were inconsistent with the regulations issued by the Federal Election Commission.

The legal issues were extensively discussed at the time we recommended reason to believe as to the airline companies (see pp. 34-41 of our report of 6/15/77), and nothing has changed to

1/ Three of the four respondents submitted written responses while Aviation Group Associates, Inc. outlined its position orally.

2/ J.T. Dugger requested a deposit of \$1,000.

alter the conclusions we reached then. The conclusions first point out that Commission Regulation §114.9(e)(1), provides for the method of payment for corporate aircraft use, but the regulation had not been in effect at the time of the flights in question. The Commission has previously interpreted similar provisions concerning use of corporate facilities by a candidate as clearly prohibiting the use of corporate property where reimbursement is merely at cost. Since the standard used is usual market value, and such was not paid here, the four respondents made contributions to the Sasser campaign in amounts equal to the difference between cost and usual market value. While our investigation of this matter did attempt to determine an amount that would be considered a usual market value for these flights, the calculations were inexact at best. We were able to conclude that, had regular charter service been utilized, at least \$865 extra should have been paid for the flights in question.

The airplane companies should be offered conciliation agreements consistent with the one being entered into with Senator Sasser, with the exception that no penalty at all should be required. The companies have contracted for payment on the basis of contracts written by the attorney for the campaign committee. While they violated the Act by accepting an insufficient amount, in light of their reliance on the representations made to them, and since the agreement with Senator Sasser's Committee requires reimbursement to the U.S. Treasury not to them, the companies, no penalty should be imposed. In view of the uncontroverted fact that contracts for the rentals of these aircraft were written by campaign committee

attorneys, the aircraft companies were led to believe that the amounts for reimbursement were proper, and therefore, conciliation without any penalty would be adequate.

RECOMMENDATION

The Commission should find there is reasonable cause to believe that Airplanes Services, Inc., Pierce Ditching Co., Aviation Group Associates and J.T. Dugger & Sons violated 2 U.S.C. §441b; and authorize the sending of the attached letters and proposed conciliation agreements.

29010714330
8/17/78
Date

William C. Oldaker
William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

Michael A. Nemeroff
Sidley & Austin
1730 Pennsylvania Ave., N.W.
Washington, D.C. 20006

Re: MUR 216 (76)

Dear Mr. Nemeroff:

I am enclosing a letter giving notice of reasonable cause to believe that a violation of the Federal Election Campaign Act has occurred and a conciliation agreement for each of the four corporations who supplied James R. Sasser with the use of their airplanes at cost.

It is our understanding that you will forward this information to the respondents and assist in the reaching of agreements in this matter.

Lester Scall, the attorney assigned to this matter, will be in touch shortly, to discuss our proposed agreement. His phone number is (202) 523-4052.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Fred H. Whaley
Pierce Ditching Company
1901 East Center Street
Kingsport, Tennessee 37664

Re: MUR 216 (76)

Dear Mr. Whaley:

On the Commission found reasonable cause to believe that your company made a corporate contribution in violation of 2 U.S.C. §441b, in an amount equal to the difference between actual market value of flights supplied to then candidate James R. Sasser, and actual cost of those flights.

The Commission has a duty to correct such violations for a period of 30 days by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. §437g(a)(5)(A). Towards this end, I am enclosing a proposed conciliation agreement which the Commission would accept in settlement of this matter. Please note that no penalty is being required. In order that this matter may be resolved through conciliation, please contact Robert Bogin, the staff attorney now assigned to this matter, (202) 523-1474, at your earliest convenience.

Sincerely yours,

William C. Oldaker
General Counsel

cc: Michael A. Nemeroff, Esq.
Sidley & Austin

Enclosures





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carl C. Spray
Airplane Services, Inc.
c/o Franklin County Bank
Winchester, Tennessee

Re: MUR 216 (76)

Dear Mr. Spray:

On 1978, the Commission found reasonable cause to believe that your company made a corporate contribution in violation of 2 U.S.C. §441b, in an amount equal to the difference between actual market value of flights supplied to then candidate James R. Sasser, and actual cost of those flights.

The Commission has a duty to correct such violations for a period of 30 days by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. §437g(a)(5)(A). Towards this end, I am enclosing a proposed conciliation agreement which the Commission would accept in settlement of this matter. Please note that no penalty is being required. In order that this matter may be resolved through conciliation, please contact Robert Bogin, the staff attorney now assigned to this matter, (202) 523-1474, at your earliest convenience.

Sincerely yours,

William C. Oldaker
General Counsel

cc: Michael A. Nemeroff, Esq.
Sidley & Austin

Enclosures





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

J.T. Dugger, Jr., President
J.T. Dugger & Sons, Inc.
3018 Ambrose Avenue
Nashville, Tennessee 37207

Re: MUR 216(76)

Dear Mr. Dugger:

On 1978, the Commission found reasonable cause to believe that your company made a corporate contribution in violation of 2 U.S.C. §441b, in an amount equal to the difference between actual market value of flights supplied to then candidate James R. Sasser, and actual cost of those flights.

The Commission has a duty to correct such violations for a period of 30 days by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. §437g(a)(5)(A). Towards this end, I am enclosing a proposed conciliation agreement which the Commission would accept in settlement of this matter. Please note that no penalty is being required. In order that this matter may be resolved through conciliation, please contact Robert Bogin, the staff attorney now assigned to this matter, (202) 523-1474, at your earliest convenience.

Sincerely yours,

William C. Oldaker
General Counsel

cc: Michael A. Nemeroff, Esq.
Sidley & Austin

Enclosures





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Aubrey Gregory
Aviation Group Associates
P.O. Box 491
Madison, Tennessee 37115

Re: MUR 216(76)

Dear Mr. Gregory:

On 1978, the Commission found reasonable cause to believe that your company made a corporate contribution in violation of 2 U.S.C. §441b, in an amount equal to the difference between actual market value of flights supplied to then candidate James R. Sasser, and actual cost of those flights.

The Commission has a duty to correct such violations for a period of 30 days by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. §437g(a)(5)(A). Towards this end, I am enclosing a proposed conciliation agreement which the Commission would accept in settlement of this matter. Please note that no penalty is being required. In order that this matter may be resolved through conciliation, please contact Robert Bogin, the staff attorney now assigned to this matter, (202) 523-1474, at your earliest convenience.

Sincerely yours,

William C. Oldaker
General Counsel

cc: Michael A. Nemeroff, Esq.
Sidley & Austin

Enclosures



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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

March 10, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Michael A. Nemeroff
Sidley & Austin
1730 Pennsylvania Ave., N.W.
Washington, D.C. 20006

Re: MUR 216 (76)

Dear Mr. Nemeroff:

The Commission, on March 9, 1978, agreed to accept the conciliation agreement that you have heretofore signed.

Lester Scall, the attorney assigned to this matter, is available to discuss any questions that you may have regarding this matter. His phone number is (202) 523-4052.

Sincerely yours

A handwritten signature in cursive script, appearing to read "William C. Oldaker".

William C. Oldaker
General Counsel

Enclosure



PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

216 BOGIN

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

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

Show to whom and date delivered. c

Show to whom, date, and address of delivery. c

RESTRICTED DELIVERY

 Show to whom and date delivered. c

RESTRICTED DELIVERY.

 Show to whom, date, and address of delivery. \$

 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Michael Nemeroff

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	943021	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE Addressee Authorized agent

L. Knowlton

DATE OF DELIVERY MAR 13 1978	POSTMARK
---------------------------------	----------

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:	CLERK'S INITIALS

III. The pertinent facts in this matter are as follows:

A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into contracts with certain companies owning airplanes to obtain the use of their airplanes during the campaign. In all cases, these contracts were entered into by the Campaign Committee. Senator Sasser did not participate in the negotiation of these contracts and had no personal knowledge of the terms of these contracts until this investigation.

C. Expenses related to the use of these airplanes were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

D. The companies which, for purposes of this Agreement, provided airplanes to the Campaign Committee were:

Aviation Group Associates Inc.
J. T. Dugger, Inc.
Pierce Ditching, Inc.
Airplane Services, Inc.

4395
14395
1714395
1991714395

E. Aviation Group Associates Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$65 per hour for the use of the airplane fully fueled. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day. The total amount paid by the Campaign Committee for the Aviation Group Associates Inc. airplane was \$4,155.00, the average hourly charge was \$104.65.

F. J. T. Dugger, Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$40 per hour for the use of the airplane without fuel or pilot. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day and to purchase all fuel independently. The total amount paid by the Campaign Committee for use of the J. T. Dugger Inc. airplane was \$2,294.16, the average hourly charge was \$114.13.

G. Airplane Services Inc. is a corporation which provided a twin-engine airplane and a single engine

airplane to the Campaign Committee and charged a rate of \$35 per hour for the airplane with a pilot. In addition, the Campaign Committee purchased its fuel independently. The total amount paid for use of the Airplane Services, Inc. airplanes was \$1,900.78, the average hourly charge was \$86.79.

H. Pierce Ditching Co. is a corporation which provided one twin-engine airplane to the Campaign Committee for one flight from Tri-Cities to Chattanooga. The Corporation was paid \$98 for the flight, which included the cost of fuel, and the pilot was paid \$50.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities

served by regularly scheduled commercial service or
(b) the usual charter rate for air travel between cities
not served by regularly scheduled commercial service.
This regulation was not in effect at the time that the
flights at issue occurred.

VI. The Commission believes that the rule established
by the regulation is required by the statute and for
that reason has determined that the Campaign Committee
has paid an insufficient amount for the use of airplanes
provided by,

Aircraft Group Associates Inc.
Airplane Services Inc.
J. T. Dugger Inc.
Pierce Ditching Company

VII. In order to comply with the Commission's conclu-
sion in this regard the Campaign Committee has agreed
to pay to the United States Treasury the amount of \$865.00
which is equivalent to the additional amount that the
Commission believes should have been paid to these com-
panies at the time the flights were taken.

VIII. Should Senator Sasser again become a candidate
subject to FECA, the Campaign Committee, or its successor,
shall not rent corporate aircraft for use in campaign-

280114393

related travel without advancing funds to the corporate-owner at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

IX. It is understood that this Agreement does not constitute an admission that Senator Sasser or any employee or advisor of the Campaign Committee violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

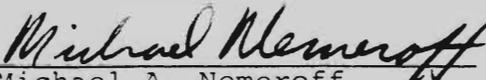
I. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

II. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto

have executed the same and the Commission has approved the entire Agreement.

III. It is agreed that the Campaign Committee shall have no more than sixty (60) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

IV. This Agreement is executed in full satisfaction of all issues raised in this compliance action.


Michael A. Nemeroff
SIDLEY & AUSTIN
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 624-9000

Attorney for Respondent
James R. Sasser


William C. Oldaker
General Counsel
FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
)
James R. Sasser)

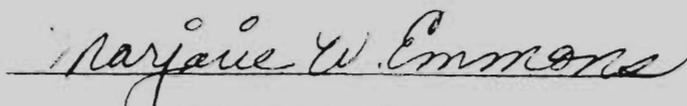
MUR 216 (76)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on March 9, 1978, the Commission approved by a vote of 5-0 the Conciliation Agreement signed by counsel for Senator James R. Sasser. The signed agreement incorporates the changes the Commission adopted at its meeting of February 22, 1978, involving paragraph VII.

Commissioner Thomson did not vote in this matter.

Date: 3-9-78



Marjorie W. Emmons
Secretary to the Commission

Memorandum dated: March 3, 1978
Received in Commission Secretary's Office: March 3, 1978, 5:11
Circulated on 72 Hour Vote Basis: March 6, 1978, 11:00

78040014401

March 3, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 216

Please have the attached Memo and Conciliation Agreement
in MUR 216 distributed to the Commission on a tally sheet
(72 hour vote).

Thank you.

78040044402



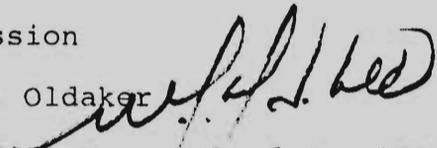
FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

March 3, 1978

MEMORANDUM

TO: The Commission

FROM: William C. Oldaker 

SUBJECT: MUR 216 (78): Approval of Conciliation Agreement

Attached is a conciliation agreement signed by counsel for Senator James R. Sasser. The signed agreement incorporates the changes the Commission adopted at its meeting of February 22, 1978, involving paragraph VII. This conciliation agreement is being submitted to the Commission for final approval.

78010014103





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Michael A. Nemeroff
Sidley & Austin
1730 Pennsylvania Ave., N.W.
Washington, D.C. 20006

Re: MUR 216 (76)

Dear Mr. Nemeroff:

The Commission, on March , 1978, agreed to accept the conciliation agreement that you have heretofore signed.

Lester Scall, the attorney assigned to this matter, is available to discuss any questions that you may have regarding this matter. His phone number is (202) 523-4052.

Sincerely yours

William C. Oldaker
General Counsel

Enclosure



900 2821
NRN

SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006
TELEPHONE 202: 624-9000
TELEX 89-463

Founded in 1866 as
Williams & Thompson

78 FEB 28 AM 11:15

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 529-5400
TELEX 25 4364
EUROPEAN OFFICE
9 HOLLAND PARK
LONDON, W11 3TH, ENGLAND
TELEPHONE 01: 727-1416
TELEX 21701

February 27, 1978

Mr. Lester Scall
Assistant General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Scall:

Enclosed is the redrafted version of page 3 of the Conciliation Agreement between Senator James R. Sasser and the Federal Election Commission. Please insert this page in the Agreement, already in your possession, and return a copy to me after it is executed by the Commission.

Sincerely,



Michael A. Nemeroff

MAN:pv
Enclosure

SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N.W.

WASHINGTON, D.C. 20006

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FEDERAL ELECTION
COMMISSION

'78 FEB 28 AM 11:15

Mr. Lester Scall
Assistant General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

III. The pertinent facts in this matter are as follows:

A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into contracts with certain companies owning airplanes to obtain the use of their airplanes during the campaign. In all cases, these contracts were entered into by the Campaign Committee. Senator Sasser did not participate in the negotiation of these contracts and had no personal knowledge of the terms of these contracts until this investigation.

C. Expenses related to the use of these airplanes were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

D. The companies which, for purposes of this Agreement, provided airplanes to the Campaign Committee were:

78740714108

Aviation Group Associates Inc.
J. T. Dugger, Inc.
Pierce Ditching, Inc.
Airplane Services, Inc.

8010014109

E. Aviation Group Associates Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$65 per hour for the use of the airplane fully fueled. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day. The total amount paid by the Campaign Committee for the Aviation Group Associates Inc. airplane was \$4,155.00, the average hourly charge was \$104.65.

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IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities

served by regularly scheduled commercial service or
(b) the usual charter rate for air travel between cities
not served by regularly scheduled commercial service.
This regulation was not in effect at the time that the
flights at issue occurred.

VI. The Commission believes that the rule established
by the regulation is required by the statute and for
that reason has determined that the Campaign Committee
has paid an insufficient amount for the use of airplanes
provided by,

Aircraft Group Associates Inc.
Airplane Services Inc.
J. T. Dugger Inc.
Pierce Ditching Company

VII. In order to comply with the Commission's conclu-
sion in this regard the Campaign Committee has agreed
to pay to the United States Treasury the amount of \$865.00
which is equivalent to the additional amount that the
Commission believes should have been paid to these com-
panies at the time the flights were taken.

VIII. Should Senator Sasser again become a candidate
subject to FECA, the Campaign Committee, or its successor,
shall not rent corporate aircraft for use in campaign-

related travel without advancing funds to the corporate-owner at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

IX. It is understood that this Agreement does not constitute an admission that Senator Sasser or any employee or advisor of the Campaign Committee violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

I. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

II. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto

00004412

have executed the same and the Commission has approved the entire Agreement.

III. It is agreed that the Campaign Committee shall have no more than sixty (60) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

IV. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Michael Nemeroff
Michael A. Nemeroff
SIDLEY & AUSTIN
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 624-9000

Attorney for Respondent
James R. Sasser

William C. Oldaker
General Counsel
FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
James R. Sasser)

MUR 216 (76)

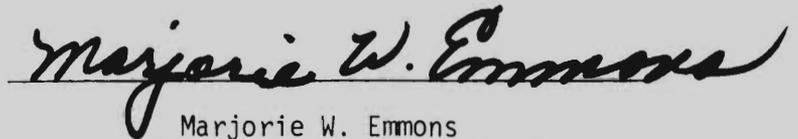
CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on February 23, 1978, at an Executive Session of the Federal Election Commission at which a quorum was present, the Commission determined by a vote of 5-0 to reject the following terminology in Part VII of the conciliation agreement attached to the General Counsel's memorandum dated February 15, 1978, and first circulated to the Commission on a no-objection basis, and to which an objection was filed, thus placing the matter on the agenda of February 23, 1978:

". . . is not intended as a penalty, but it . . ."

Voting for the deletion of this language: Commissioners Aikens, Harris, Springer, Staebler, and Tiernan.

Commissioner Thomson recused himself from discussion and vote in MUR 216 (76).



Marjorie W. Emmons
Secretary to the Commission

Date: February 27, 1978
Time: 2:00 p.m.

19780227 4414



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 16, 1978

MEMORANDUM TO: CHARLES STEELE
FROM: MARJORIE W. EMMONS *more by pc*
SUBJECT: MUR 216 (76) - Conciliation Agreement

The above-mentioned document was circulated to the Commissioners on February 16, 1978 at 9:00.

At 3:45, February 16, 1978, Commissioner Aikens submitted an objection thereby placing MUR 216 (76) on the Executive Session Agenda for February 23, 1978.

1978 FEB 16 11 44 AM



February 15, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 216

Please have the attached Memo and Conciliation Agreement on MUR 216 distributed to the Commission on a 24 hour no-objection basis.

Thank you.

78040044416

SIDLEY & AUSTIN

Doc 2660
NRN

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006

TELEPHONE 202: 624-9000

TELEX 89-463

Founded in 1866 as
Williams & Thompson

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4364

EUROPEAN OFFICE
9 HOLLAND PARK
LONDON, W11 3TH, ENGLAND
TELEPHONE 01: 727-1416
TELEX 21781

February 10, 1978

Mr. Lester N. Scall
Assistant General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Scall:

Enclosed with this letter is the Conciliation Agreement in the matter of James R. Sasser. I have executed the Agreement on behalf of Senator Sasser.

Sincerely,



Michael A. Nemeroff

MAN:pv
Enclosure

8001371418

III. The pertinent facts in this matter are as follows:

A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into contracts with certain companies owning airplanes to obtain the use of their airplanes during the campaign. In all cases, these contracts were entered into by the Campaign Committee. Senator Sasser did not participate in the negotiation of these contracts and had no personal knowledge of the terms of these contracts until this investigation.

C. Expenses related to the use of these airplanes were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

D. The companies which, for purposes of this Agreement, provided airplanes to the Campaign Committee were:

0 3 1 4 1 2 0
C O P Y
1 1 4 1 2 0
C O P Y

Aviation Group Associates Inc.
J. T. Dugger, Inc.
Pierce Ditching, Inc.
Airplane Services, Inc.

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This regulation was not in effect at the time that the
flights at issue occurred.

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to pay to the Commission the amount of \$865.00. This
amount is not intended as a penalty, but it is equivalent
to the additional amount that the Commission believes
should have been paid to these companies at the time the
flights were taken.

VIII. Should Senator Sasser again become a candidate
subject to FECA, the Campaign Committee, or its successor,
shall not rent corporate aircraft for use in campaign-

19940014423

related travel without advancing funds to the corporate-owner at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

IX. It is understood that this Agreement does not constitute an admission that Senator Sasser or any employee or advisor of the Campaign Committee violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

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II. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto

100-33014124

have executed the same and the Commission has approved the entire Agreement.

III. It is agreed that the Campaign Committee shall have no more than sixty (60) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

IV. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Michael Nemeroff
Michael A. Nemeroff
SIDLEY & AUSTIN
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 624-9000

Attorney for Respondent
James R. Sasser

William C. Oldaker
General Counsel
FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463
(202) 523-4143

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SIDLEY & AUSTIN

Doc 2660
NRN

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20006
TELEPHONE 202: 624-9000
TELEX 89-463

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Williams & Thompson

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TELEPHONE 312: 329-5400
TELEX 25-4364

EUROPEAN OFFICE
9 HOLLAND PARK
LONDON, W11 3TH, ENGLAND
TELEPHONE 01: 727-1416
TELEX 21781

February 10, 1978

Mr. Lester N. Scall
Assistant General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Scall:

Enclosed with this letter is the Conciliation Agreement in the matter of James R. Sasser. I have executed the Agreement on behalf of Senator Sasser.

Sincerely,



Michael A. Nemeroff

MAN:pv
Enclosure

100-100-14335

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SIDLEY & AUSTIN

7 8 0 4 0 0 4 4 4 2 8

1730 PENNSYLVANIA AVENUE, N.W.

WASHINGTON, D.C. 20006

Mr. Lester N. Scall
Assistant General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463



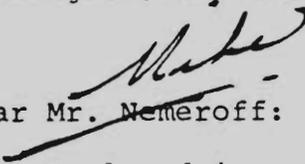
FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

January 25, 1978

Michael A. Nemeroff, Esquire
Sidley & Austin
1730 Pennsylvania Avenue, NW
Washington, DC 20006

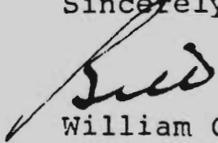
Re: MUR 216(76)


Dear Mr. Nemeroff:

Enclosed is an original of a conciliation agreement, incorporating your proposal with changes adopted by the Commission in its meeting of January 18, 1978.

If this agreement is acceptable to Senator Sasser, please sign the agreement and return it. After it is signed, the agreement will be submitted to the Commission for final approval and for signature by the General Counsel.

Sincerely yours,


William C. Oldaker
General Counsel

Attachment



MUR 216 Elephant

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 5.
Add your address in the "RETURN TO" space on reverse.

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¢
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Show to whom, date, and address of delivery. \$ ____
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Michael A. Kemmeroff

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. | INSURED NO.
| | |
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE Addressee Authorized agent
Carol Allertaski

4. DATE OF DELIVERY | POSTMARK
11/25/78 |

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
James R. Sasser) MUR 216 (76)

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint filed by Harry Sadler on August 3, 1976. An investigation has been conducted into all of the charges made by the complainant. In order to terminate this investigation, the Federal Election Commission and the respondent have entered into this conciliation pursuant to 2 U.S.C. § 437g(a)(5), and do hereby agree as follows:

I. The Federal Election Commission has jurisdiction over the parties and the subject matter of this proceeding.
II. Senator James R. Sasser has had an opportunity to respond to the Commission's investigation and to provide the information requested. Senator Sasser has cooperated fully with the Commission and has made every effort to supply all relevant information to the Commission.

III. The pertinent facts in this matter are as follows:

A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's

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was required to hire a pilot who charged \$75 per day and to purchase all fuel independently. The total amount paid by the Campaign Committee for use of the J. T. Dugger Inc. airplane was \$2,294.16, the average hourly charge was \$114.13.

G. Airplane Services Inc. is a corporation which provided a twin-engine airplane and a single engine airplane to the Campaign Committee and charged a rate of \$35 per hour for the airplane with a pilot. In addition, the Campaign Committee purchased its fuel independently. The total amount paid for use of the Airplane Services, Inc. airplanes was \$1,900.78, the average hourly charge was \$86.79.

H. Pierce Ditching Co. is a corporation which provided one twin-engine airplane to the Campaign Committee for one flight from Tri-Cities to Chattanooga. The Corporation was paid \$98 for the flight, which included the cost of fuel, and the pilot was paid \$50.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1976 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licensed to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled

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authorized campaign committee, entered into contracts with certain companies owning airplanes to obtain the use of their airplanes during the campaign. In all cases, these contracts were entered into by the Campaign Committee. Senator Sasser did not participate in the negotiation of these contracts and had no personal knowledge of the terms of these contracts until this investigation.

C. Expenses related to the use of these airplanes were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

D. The relevant companies which provided airplanes to the Campaign Committee were:

Aviation Group Associates Inc.
J. T. Dugger, Inc.
Pierce Ditching, Inc.
Airplane Services, Inc.

E. Aviation Group Associates Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$65 per hour for the use of the airplane fully fueled. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day. The total amount paid by the Campaign Committee for the Aviation Group Associates Inc. airplane was \$4,155.00, the average hourly charge was \$104.65.

F. J. T. Dugger, Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$40 per hour for the use of the airplane without fuel or pilot. In addition, the Campaign Committee

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commercial service or (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service. This regulation was not in effect at the time that the flights at issue occurred.

VI. The Commission believes that the rule established by the regulation is required by the statute and for that reason has determined that the Campaign Committee has paid an insufficient amount for the use of airplanes provided by,

Aircraft Group Associates Inc.
Airplane Services Inc.
J. T. Dugger Inc.
Pierce Ditching Company

VII. In order to comply with the Commission's conclusion in this regard the Campaign Committee has agreed to pay to the Commission the amount of \$865.00.

VIII. Should Senator Sasser again become a candidate subject to FECA, the Campaign Committee, or its successor, shall not rent corporate aircraft for use in campaign-related travel without advancing funds to the corporate-owner at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law.)

IX. It is understood that this Agreement does not constitute an admission that Senator Sasser or any employee or advisor of the Campaign Committee violated any provision of FECA. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

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GENERAL CONDITIONS

I. The Commission on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

II. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

III. It is agreed that the Campaign Committee shall have no more than sixty (60) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

IV. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Michael A. Nemeroff
SIDLEY & AUSTIN
1730 Pennsylvania Avenue, N. W.
Washington, D. C. 20006
(202) 624-900
Attorney for Respondent
James R. Sasser

William C. Oldaker
General Counsel
FEDERAL ELECTION COMMISSION
1325 K Street, N. W.
Washington, D. C. 20463
(202) 523-4143

BEFORE THE FEDERAL ELECTION COMMISSION

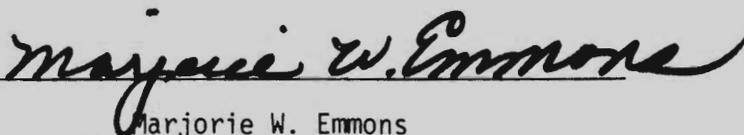
In the Matter of)
)
James R. Sasser)

MUR 216 (77)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on January 18, 1978, the Commission determined by a vote of 4-0 to adopt the amended recommendation of the General Counsel to proceed with conciliation efforts in the above-captioned matter without requiring an admission of a violation in the conciliation agreement, but incorporating the other recommendations for minor changes in the agreement as set forth in the General Counsel's Interim Conciliation Report dated December 30, 1977.

Voting for this determination were Commissioners Aikens, Springer, Staebler, and Tiernan. Commissioner Thomson abstained from voting. Commissioner Harris was not present at the time of the vote.



Marjorie W. Emmons
Secretary to the Commission

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SIDLEY & AUSTIN

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NRN
same as
YCC 2448

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WASHINGTON, D.C. 20006

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Williams & Thompson

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TELEPHONE 01: 727-1416
TELEX 21701

January 17, 1978

William Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Oldaker:

Enclosed is a copy of a letter that I sent to Charles Steele last Friday in which I identified the principal concerns that we have concerning the proposed Conciliation Agreement in the matter of Senator James R. Sasser. In view of the Conciliation Agreement accepted by the Commission in the matter of The President Ford Committee, and the apparent similarity between the two proceedings, we believe that the Commission should accept our proposed Conciliation Agreement. Please contact me if you have any questions concerning our position.

Sincerely,

Michael A. Nemeroff

MAN:pv
Enclosure

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299 105446
SIDLEY & AUSTIN
1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006

William Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
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January 13, 1978

Charles N. Steele, Esq.
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

Re: In the Matter of Senator James R. Sasser,
Mur 216 (76)

Dear Mr. Steele:

This will confirm our telephone conversation of today in which we discussed the proposed Conciliation Agreement dated November 8, 1977, which we forwarded to the Commission on November 16, 1977. I indicated that the Agreement contained two principles which we considered extremely important. First, the Agreement contains a statement making clear that neither Senator Sasser nor the Campaign Committee admits that it violated any provision of the Federal Election Campaign Act of 1971. Second, the Agreement also states that the Campaign Committee is willing to reimburse the corporations owning aircraft a reasonable additional amount for the use of the aircraft. Paragraphs VII and IX of the November 8 Agreement set forth our proposals on these issues.

I further stated that our proposals should be acceptable to the Commission because it had accepted identical proposals in the Conciliation Agreement for The President Ford Committee. We discussed that the facts in the two investigations seemed similar. On that basis, the Commission should accept Paragraphs VII and IX in our Conciliation Agreement because similarly situated persons

Charles N. Steele, Esq.
January 13, 1978
Page Two

should be treated the same.

I also want to make clear that proposed language that I sent to you by letter dated December 14 was not intended as a modification of our November 8 proposal, but was merely an attempt to make explicit certain suggestions you had made. As my letter indicated, I have never discussed that language with Senator Sasser. In view of the Agreement accepted by the Commission from The President Ford Committee, I doubt very much whether we would accept your suggestions as set forth in the December 14 letter.

If you have any questions concerning this letter, please contact me.

Sincerely,



Michael A. Nemeroff

MAN/mem

SIDLEY & AUSTIN
1730 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20006

Charles N. Steele, Esq.
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

December 30, 1977

MEMORANDUM TO: Marge Emmons
FROM: Jeff Bowman
SUBJECT: MUR 216(76) Team#2 Staff Member-Oliphant

Please have the attached Interim Conciliation Report on MUR 216(76) distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of January 4, 1978.

Thank you.

*Laud
Drew*

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December 30, 1977

Before the Federal Election Commission

In the Matter of)
) MUR 216 (76)
James R. Sasser)

Interim Conciliation Report

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The attached proposed conciliation agreement (Attachment A) was submitted to the Commission on Senator Sasser's behalf on November 18, 1977. After discussions with staff of the General Counsel's office the additional proposed changes to the original proposed agreement were submitted (Attachment B). Senator Sasser's counsel feels very strongly that in view of the facts surrounding the use of the airplanes in this case that the Senator should not be required to make any admission that he personally violated the Act. However, the revisions submitted by his counsel include a compromise whereby it would be admitted that the committee agrees that its failure to pay more constituted a violation of the Act. The General Counsel recommends that this compromise be accepted for the following reasons: an apparently good faith effort was made to comply with the Act in that the aircraft companies charged the Senator what they charge other occasional users; money was in fact paid in rental of these planes; it was properly reported; and, there is no showing that the Senator himself was personally involved in the arrangements.

In view of the Senator's compromises in the revisions to the proposed conciliation agreement, the General Counsel feels that

the Commission should find it substantially acceptable with the following minor revisions:

On Page 2; III.B.-- Allowing the inclusion of the language regarding "advice of counsel" seems to the General Counsel to be establishing an undesirable precedent, since candidates are held strictly liable for the activities of their campaign committees.

On Page 2; III.C.-- It is recommended that "all" be stricken from both places in the first line. The Commission has no knowledge that the Committee was billed for ALL flights. For the flights of which the Commission is aware, it would be accurate to state: "Expenses related to the use of these airplanes...."

On Page 2; III.D.-- The word "relevant" should be inserted before "companies" in the first line. Campbell Aero Service and Colemill Enterprises, Inc. should be eliminated from the top of page three, since the Commission found no reasonable cause to believe against them.

On Page 3; III.E. and F.-- These paragraphs should be eliminated for the foregoing reason.

On Page 5; V.-- The stated publication date of the regulation is erroneous and should read "August 25, 1976." It is also recommended that a sentence be added to the end of this paragraph: "This regulation was not in effect at the time that the flights at issue occurred."

On Page 5; VI.-- The first sentence should be omitted, and the "nevertheless" should also be omitted.

On Page 6; VII.-- The proposed revision to this paragraph seems acceptable except that the sentence "the sum of \$865.00 is

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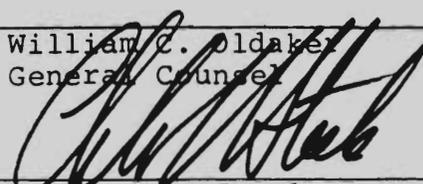
equal...." should be eliminated as surplusage. With respect to the correct amount of money for the penalty, the cost determinations made by the General Counsel's office indicate that the campaign would have paid more than \$865 extra if it had utilized regular charter service. However, such calculations are inexact at best and the General Counsel's office would recommend that \$865 is an acceptable compromise.

On Page 6; VIII.-- "Reimbursing" in the fourth line should read "advancing funds to."

It is recommended that the Commission offer to accept the revised proposed conciliation agreement with the additional recommended changes of the General Counsel; and, direct the General Counsel to proceed with conciliation along these lines.

Dated: 30 December 1977

William C. Oldaker
General Counsel



Charles N. Steele
Associate General Counsel

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SIDLEY & AUSTIN

ELECTION

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20006
TELEPHONE 202: 624-9000
TELEX 89-463

Founded in 1866 as
Williams & Thompson

November 16, 1977

77 NOV 18 AM 8:30

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TELEPHONE 312: 329-5400
TELEX 23-4364

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TELEX 21781

William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

Elephant

Re: MUR 215 (76)

Dear Mr. Oldaker:

I must apologize for not providing the enclosed draft Conciliation Agreement at an earlier date. My efforts have been hampered by a number of unfortunate circumstances which hopefully will not repeat themselves. Of course, because of the press of Senate business at the end of this session, it has been quite difficult to meet the Senator to review my proposals. In addition, the Senator's Administrative Assistant and my colleague, Quincy White, have been hospitalized and unavailable for consultation. This has considerably slowed my efforts in preparing a draft.

The enclosed draft contains certain principles that we believe are particularly important. First and foremost, is the principle of not admitting a violation of the statute. We attempted to draft an Agreement without an explicit non-admissions paragraph but were unsuccessful because we felt that without this paragraph the Agreement did not properly reflect the nature of the Commission's objection to the use of corporate aircraft by the Sasser campaign.

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William C. Oldaker, Esquire
November 16, 1977
Page two

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This proceeding is unlike other Commission proceedings involving corporate aircraft in which the issue is, for example, a failure to pay anything for corporate services or a failure to report the receipt of corporate services. In this proceeding all transactions were reported, there was no effort to obtain corporate services without charge, and the Commission asserts only that the amount paid for airplane services by the Sasser campaign was insufficient. Moreover, the difference between the amount paid by the campaign and the amount asserted by the Commission does not appear very substantial. Thus, this is a far more ambiguous basis for finding a violation than in other proceedings before the Commission because, until the Commission's regulation, 11 C.F.R. 114.9(e), there was no definitive standard establishing the amount to be paid for charter air service. Although we would have complied with the regulation if it applied, it did not become effective, and indeed was not even published in final form, until all flights at issue were taken.

Under these circumstances, it would be unfair for the Senator to be forced to sign an Agreement admitting that he violated the law. Congress established the conciliation procedure as a means of obtaining voluntary compliance. An admission of a violation may be appropriate in a proceeding in which the facts suggest a more reckless disregard for the law. But here, where the Sasser campaign attempted to comply and there is only an honest disagreement over whether the amount of money paid was enough, a non-admission paragraph seems to be necessary to avoid an unwarranted stigma of wrong doing on the respondent. Of course, if you can suggest a different approach which would achieve the same result, we would consider withdrawing our insistence on a non-admission paragraph.

There are several other principles which we also consider important. We have attempted to make clear the lack of personal involvement by the Senator in the negotiation and execution of the contracts for airplane services. It was the Campaign Committee's counsel

William C. Oldaker, Esquire
November 16, 1977
Page three

and staff that handled all arrangements; the Senator was not informed of the terms of the contracts until this proceeding.

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Finally, in calculating the amount to be paid we have attempted to "split the difference" between the analysis of the proper charge found in our memorandum of August 17, 1977, and the Commission staff's views. The only disagreement between the staff and ourselves over the calculations in the August 17 memorandum was over our choice of a reasonable charter rate. We have used the staff's charter rate estimates by averaging the ranges provided by Lyn Oliphant and choosing an amount half way between our figure and the staff's average as the proper charter rate. We have applied this number to all flights by Airplane Services Inc. for which no commercial airline service existed, and we calculated an additional charge of \$330. We followed the same procedure for the J. T. Dugger Inc. airplane, but because there is no record as to whether the flights taken on this airplane were taken over routes served by commercial airlines, we have applied the charter rate to one half of all the Dugger flights, resulting in an additional charge of \$535. In accordance with our view that this Agreement should reflect the Commission's belief that an insufficient amount was paid without admitting a violation, the Agreement calls for payment to the companies and not the Commission as a penalty. *

We cannot agree, however, to pay any additional charge to Aircraft Group Associates Inc. or to Pierce Ditching Company. Our charter rate for the former was proper because it was equal to the rate charged by Colemill Enterprises Inc., a commercial charter company, for the same type of airplane. In addition, no charter rate may be applied to Pierce Ditching because the only flight on that company's airplane was taken on a route served by commercial airlines, and the amount paid was more than the commercial airline charge.

William C. Oldaker, Esquire
November 16, 1977
Page four

We believe that the enclosed draft further explains our position and provides a step forward in settling this proceeding. Because the Commission has only presented a rough draft of a proposed agreement, we are sure that you will have questions concerning our proposal. The Senator asked that I convey to you his strong desire to reach a mutually satisfactory resolution to this matter. We would be happy, at your convenience, to meet and discuss our proposal further.

Sincerely,



Michael A. Nemeroff

MAN/ep

cc: Mr. Charles Steele
Ms. Lyn Oliphant

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III. The pertinent facts in this matter are as follows:

A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into contracts with certain companies owning airplanes to obtain the use of their airplanes during the campaign. In all cases, these contracts were entered into by the Campaign Committee, with the advice of counsel. Senator Sasser did not participate in the negotiation of these contracts and had no personal knowledge of the terms of these contracts until this investigation.

C. In all cases, all expenses related to the use of these airplanes were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

D. The companies which provided airplanes to the Campaign Committee were:

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Campbell Aero Service
Colemill Enterprises, Inc.
Aviation Group Associates Inc.
J. T. Dugger, Inc.
Pierce Ditching, Inc.
Airplane Services, Inc.

E. Campbell Aero Services is an unincorporated company which provided a single-engine airplane for two flights. The total amount paid to Campbell Aero Services during the primary was \$193.14, the average hourly charge was \$33.30 per hour.

F. Colemill Enterprises Inc. is a corporation which provided three different twin-engine airplanes to the Campaign Committee and charged a rate of \$100 per hour. For this charge, the Campaign Committee received the airplane, fully fueled and piloted. The total amount paid by the Campaign Committee for the Colemill Enterprises Inc. airplanes during the primary campaign was \$2,478.00, the average hourly charge was \$100 per hour.

G. Aviation Group Associates Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$65 per hour for the use of the airplane fully fueled. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day. The total amount paid by the Campaign

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Committee for the Aviation Group Associates Inc. airplane was \$4,155.00, the average hourly charge was \$104.65.

H. J. T. Dugger, Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$40 per hour for the use of the airplane without fuel or pilot. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day and to purchase all fuel independently. The total amount paid by the Campaign Committee for use of the J. T. Dugger Inc. airplane was \$2,294.16, the average hourly charge was \$114.13.

I. Airplane Services Inc. is a corporation which provided a twin-engine airplane and a single engine airplane to the Campaign Committee and charged a rate of \$35 per hour for the airplane with a pilot. In addition, the Campaign Committee purchased its fuel independently. The total amount paid for use of the Airplane Services Inc. airplanes was \$1,900.78, the average hourly charge was \$86.79.

J. Pierce Ditching Co. is a corporation which provided one twin-engine airplane to the Campaign Committee

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for one flight from Tri-Cities to Chattanooga. The Corporation was paid \$98 for the flight, which included the cost of fuel, and the pilot was paid \$50.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1977 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licenced to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled commercial service and (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service.

VI. The Campaign Committee did not comply with this regulation because it was not in effect at the time that the flights at issue occurred. The Commission, nevertheless, believes that the rule established by the regulation

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is required by the statute and for that reason has determined that the Campaign Committee has paid an insufficient amount for the use of airplanes provided by,

Aircraft Group Associates Inc.
Airplane Services Inc.
J. T. Dugger Inc.
Pierce Ditching Company

VII. In order to comply with the Commission's conclusion in this regard the Campaign Committee has agreed to pay the following sums of money to each of the corporations listed above:

Aircraft Group Associates Inc.	\$ 0.00
Airplane Services Inc.	330
J. T. Dugger Inc.	535
Pierce Ditching Company	<u>0.00</u>
TOTAL	\$ 865

The sum of \$865.00 is equal to 8 percent of the total amount spent by the Campaign Committee for chartered airplanes during the primary campaign.

VIII. Should Senator Sasser again become a candidate subject to FECA, the Campaign Committee, or its successor, shall not rent corporate aircraft for use in campaign-related travel without reimbursing the corporate-owner at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law).

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IX. It is understood that this Agreement does not constitute an admission that Senator Sasser or any employee or advisor of the Campaign Committee violated any provision of FECA. This conciliation agreement, unless violated shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

I. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

II. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

III. It is agreed that the Campaign Committee shall have no more than sixty (60) days from the date this Agreement

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becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

IV. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

Michael A. Nemeroff
SIDLEY & AUSTIN
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 624-9000

Attorney for Respondent
James R. Sasser

William C. Oldaker
General Counsel
FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463
Telephone:

79010014158

ATTACHMENT B

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SIDLEY & AUSTIN

RECEIVED
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COMMISSION

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LONDON, W11 3TH, ENGLAND
TELEPHONE 01: 727-1416
TELEX 21781

December 14, 1977

Charles N. Steele, Esquire
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

Enclosed with this letter please find a suggested redraft of certain paragraphs of our proposed Conciliation Agreement for Senator Sasser. Please let me know whether these redrafted paragraphs are acceptable to you, and I will then discuss them with Senator Sasser.

Sincerely,



Michael A. Nemeroff

MAN:pv
Enclosure

79010014439

REDRAFT OF PARAGRAPHS VII AND IX
OF THE PROPOSED SASSER CONCILIATION
AGREEMENT

On December 6, 1977, I spoke with Charles Steele of the Federal Election Commission concerning the staff's major problems with our proposed conciliation agreement dated November 8, 1977. Set out below are the revised paragraphs taking account of Mr. Steele's comments:

VII. In order to comply with the Commission's conclusion in this regard the Campaign Committee has agreed to pay the Commission \$865 which equals the additional amount that the Commission believes the Campaign Committee should have paid the companies listed in Paragraph VI in order to comply with the campaign laws. The sum of \$865.00 is equal to 8 percent of the total amount spent by the Campaign Committee for chartered airplanes during the primary campaign.

IX. It is understood that this Agreement does not constitute an admission that Senator Sasser violated any provision of FECA. It is further understood that the Campaign Committee admits, for purposes of this Conciliation Agreement only, that its failure to pay the additional \$865 was in violation of FECA, although such

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violation was neither knowing nor willful and occurred only because the Commission's proposed regulation, discussed in paragraph V, had not been published. This Conciliation Agreement, unless violated shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

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SIDLEY & AUSTIN

RECEIVED
FEDERAL ELECTION
COMMISSION

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December 14, 1977

Charles N. Steele, Esquire
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

Enclosed with this letter please find a suggested redraft of certain paragraphs of our proposed Conciliation Agreement for Senator Sasser. Please let me know whether these redrafted paragraphs are acceptable to you, and I will then discuss them with Senator Sasser.

Sincerely,



Michael A. Nemeroff

MAN:pv
Enclosure

REDRAFT OF PARAGRAPHS VII AND IX
OF THE PROPOSED SASSER CONCILIATION
AGREEMENT

On December 6, 1977, I spoke with Charles Steele of the Federal Election Commission concerning the staff's major problems with our proposed conciliation agreement dated November 8, 1977. Set out below are the revised paragraphs taking account of Mr. Steele's comments:

VII. In order to comply with the Commission's conclusion in this regard the Campaign Committee has agreed to pay the Commission \$865 which equals the additional amount that the Commission believes the Campaign Committee should have paid the companies listed in Paragraph VI in order to comply with the campaign laws. The sum of \$865.00 is equal to 8 percent of the total amount spent by the Campaign Committee for chartered airplanes during the primary campaign.

IX. It is understood that this Agreement does not constitute an admission that Senator Sasser violated any provision of FECA. It is further understood that the Campaign Committee admits, for purposes of this Conciliation Agreement only, that its failure to pay the additional \$865 was in violation of FECA, although such

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violation was neither knowing nor willful and occurred only because the Commission's proposed regulation, discussed in paragraph V, had not been published. This Conciliation Agreement, unless violated shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

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SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N.W.

WASHINGTON, D.C. 20006

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RECEIVED
FEDERAL ELECTION
COMMISSION

17 DEC 10 AM 12:42

Charles N. Steele, Esquire
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

III. The pertinent facts in this matter are as follows:

A. Senator James R. Sasser, now a United States Senator for the State of Tennessee, was a candidate for the nomination in the Tennessee Democratic Senatorial primary which was held on August 5, 1976.

B. Commencing in April 1976, the Sasser for Senate Committee (the "Campaign Committee"), Senator Sasser's authorized campaign committee, entered into contracts with certain companies owning airplanes to obtain the use of their airplanes during the campaign. In all cases, these contracts were entered into by the Campaign Committee, with the advice of counsel. Senator Sasser did not participate in the negotiation of these contracts and had no personal knowledge of the terms of these contracts until this investigation.

C. In all cases, all expenses related to the use of these airplanes were billed to the Campaign Committee, were paid by check from the Campaign Committee's regular bank account, and were reported to the Federal Election Commission as required by law.

D. The companies which provided airplanes to the Campaign Committee were:

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Campbell Aero Service
Colemill Enterprises, Inc.
Aviation Group Associates Inc.
J. T. Dugger, Inc.
Pierce Ditching, Inc.
Airplane Services, Inc.

E. Campbell Aero Services is an unincorporated company which provided a single-engine airplane for two flights. The total amount paid to Campbell Aero Services during the primary was \$193.14, the average hourly charge was \$33.30 per hour.

F. Colemill Enterprises Inc. is a corporation which provided three different twin-engine airplanes to the Campaign Committee and charged a rate of \$100 per hour. For this charge, the Campaign Committee received the airplane, fully fueled and piloted. The total amount paid by the Campaign Committee for the Colemill Enterprises Inc. airplanes during the primary campaign was \$2,478.00, the average hourly charge was \$100 per hour.

G. Aviation Group Associates Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$65 per hour for the use of the airplane fully fueled. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day. The total amount paid by the Campaign

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Committee for the Aviation Group Associates Inc. airplane was \$4,155.00, the average hourly charge was \$104.65.

H. J. T. Dugger, Inc. is a corporation which provided one twin-engine airplane to the Campaign Committee and charged a rate of \$40 per hour for the use of the airplane without fuel or pilot. In addition, the Campaign Committee was required to hire a pilot who charged \$75 per day and to purchase all fuel independently. The total amount paid by the Campaign Committee for use of the J. T. Dugger Inc. airplane was \$2,294.16, the average hourly charge was \$114.13.

I. Airplane Services Inc. is a corporation which provided a twin-engine airplane and a single engine airplane to the Campaign Committee and charged a rate of \$35 per hour for the airplane with a pilot. In addition, the Campaign Committee purchased its fuel independently. The total amount paid for use of the Airplane Services Inc. airplanes was \$1,900.78, the average hourly charge was \$86.79.

J. Pierce Ditching Co. is a corporation which provided one twin-engine airplane to the Campaign Committee

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for one flight from Tri-Cities to Chattanooga. The Corporation was paid \$98 for the flight, which included the cost of fuel, and the pilot was paid \$50.

IV. The Federal Election Campaign Act of 1971, as amended ("FECA") prohibits corporate contributions and requires that a corporation charge a reasonable amount for the use of its property by a campaign committee.

V. In connection with its efforts to administer FECA, the Commission has sought to define reasonable amount by promulgating a regulation published in the Federal Register on August 25, 1977 and becoming effective on April 13, 1977, which requires that a campaign committee, utilizing aircraft owned by a corporation not licenced to offer commercial service, pay in advance an amount equal to (a) the first class airfare for air travel between cities served by regularly scheduled commercial service and (b) the usual charter rate for air travel between cities not served by regularly scheduled commercial service.

VI. The Campaign Committee did not comply with this regulation because it was not in effect at the time that the flights at issue occurred. The Commission, nevertheless, believes that the rule established by the regulation

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is required by the statute and for that reason has determined that the Campaign Committee has paid an insufficient amount for the use of airplanes provided by,

Aircraft Group Associates Inc.
Airplane Services Inc.
J. T. Dugger Inc.
Pierce Ditching Company

VII. In order to comply with the Commission's conclusion in this regard the Campaign Committee has agreed to pay the following sums of money to each of the corporations listed above:

Aircraft Group Associates Inc.	\$ 0.00
Airplane Services Inc.	330
J. T. Dugger Inc.	535
Pierce Ditching Company	<u>0.00</u>
TOTAL	\$ 865

The sum of \$865.00 is equal to 8 percent of the total amount spent by the Campaign Committee for chartered airplanes during the primary campaign.

VIII. Should Senator Sasser again become a candidate subject to FECA, the Campaign Committee, or its successor, shall not rent corporate aircraft for use in campaign-related travel without reimbursing the corporate-owner at a rate not less than the usual charter rate or the regular first class airfare (providing this is not prohibited by other Federal law).

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IX. It is understood that this Agreement does not constitute an admission that Senator Sasser or any employee or advisor of the Campaign Committee violated any provision of FECA. This conciliation agreement, unless violated shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in this Agreement.

GENERAL CONDITIONS

I. The Commission on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

II. It is mutually agreed that this Agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

III. It is agreed that the Campaign Committee shall have no more than sixty (60) days from the date this Agreement

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becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

IV. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

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Michael A. Nemeroff
SIDLEY & AUSTIN
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 624-9000

Attorney for Respondent
James R. Sasser

William C. Oldaker
General Counsel
FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463
Telephone:

MCC 2061

SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006
TELEPHONE 202: 624-9000
TELEX 89-463

Founded in 1866 as
Williams & Thompson

November 16, 1977

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4364
EUROPEAN OFFICE
9 HOLLAND PARK
LONDON, W11 3TH, ENGLAND
TELEPHONE 01: 727-1416
TELEX 21781

William C. Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

3380

Re: MUR 215 (76)

Dear Mr. Oldaker:

I must apologize for not providing the enclosed draft Conciliation Agreement at an earlier date. My efforts have been hampered by a number of unfortunate circumstances which hopefully will not repeat themselves. Of course, because of the press of Senate business at the end of this session, it has been quite difficult to meet the Senator to review my proposals. In addition, the Senator's Administrative Assistant and my colleague, Quincy White, have been hospitalized and unavailable for consultation. This has considerably slowed my efforts in preparing a draft.

The enclosed draft contains certain principles that we believe are particularly important. First and foremost, is the principle of not admitting a violation of the statute. We attempted to draft an Agreement without an explicit non-admissions paragraph but were unsuccessful because we felt that without this paragraph the Agreement did not properly reflect the nature of the Commission's objection to the use of corporate aircraft by the Sasser campaign.

William C. Oldaker, Esquire
November 16, 1977
Page two

This proceeding is unlike other Commission proceedings involving corporate aircraft in which the issue is, for example, a failure to pay anything for corporate services or a failure to report the receipt of corporate services. In this proceeding all transactions were reported, there was no effort to obtain corporate services without charge, and the Commission asserts only that the amount paid for airplane services by the Sasser campaign was insufficient. Moreover, the difference between the amount paid by the campaign and the amount asserted by the Commission does not appear very substantial. Thus, this is a far more ambiguous basis for finding a violation than in other proceedings before the Commission because, until the Commission's regulation, 11 C.F.R. 114.9(e), there was no definitive standard establishing the amount to be paid for charter air service. Although we would have complied with the regulation if it applied, it did not become effective, and indeed was not even published in final form, until all flights at issue were taken.

Under these circumstances, it would be unfair for the Senator to be forced to sign an Agreement admitting that he violated the law. Congress established the conciliation procedure as a means of obtaining voluntary compliance. An admission of a violation may be appropriate in a proceeding in which the facts suggest a more reckless disregard for the law. But here, where the Sasser campaign attempted to comply and there is only an honest disagreement over whether the amount of money paid was enough, a non-admission paragraph seems to be necessary to avoid an unwarranted stigma of wrong doing on the respondent. Of course, if you can suggest a different approach which would achieve the same result, we would consider withdrawing our insistence on a non-admission paragraph.

There are several other principles which we also consider important. We have attempted to make clear the lack of personal involvement by the Senator in the negotiation and execution of the contracts for airplane services. It was the Campaign Committee's counsel

William C. Oldaker, Esquire
November 16, 1977
Page three

and staff that handled all arrangements; the Senator was not informed of the terms of the contracts until this proceeding.

Finally, in calculating the amount to be paid we have attempted to "split the difference" between the analysis of the proper charge found in our memorandum of August 17, 1977, and the Commission staff's views. The only disagreement between the staff and ourselves over the calculations in the August 17 memorandum was over our choice of a reasonable charter rate. We have used the staff's charter rate estimates by averaging the ranges provided by Lyn Oliphant and choosing an amount half way between our figure and the staff's average as the proper charter rate. We have applied this number to all flights by Airplane Services Inc. for which no commercial airline service existed, and we calculated an additional charge of \$330. We followed the same procedure for the J. T. Dugger Inc. airplane, but because there is no record as to whether the flights taken on this airplane were taken over routes served by commercial airlines, we have applied the charter rate to one half of all the Dugger flights, resulting in an additional charge of \$535. In accordance with our view that this Agreement should reflect the Commission's belief that an insufficient amount was paid without admitting a violation, the Agreement calls for payment to the companies and not the Commission as a penalty.

We cannot agree, however, to pay any additional charge to Aircraft Group Associates Inc. or to Pierce Ditching Company. Our charter rate for the former was proper because it was equal to the rate charged by Colemill Enterprises Inc., a commercial charter company, for the same type of airplane. In addition, no charter rate may be applied to Pierce Ditching because the only flight on that company's airplane was taken on a route served by commercial airlines, and the amount paid was more than the commercial airline charge.

William C. Oldaker, Esquire
November 16, 1977
Page four

We believe that the enclosed draft further explains our position and provides a step forward in settling this proceeding. Because the Commission has only presented a rough draft of a proposed agreement, we are sure that you will have questions concerning our proposal. The Senator asked that I convey to you his strong desire to reach a mutually satisfactory resolution to this matter. We would be happy, at your convenience, to meet and discuss our proposal further.

Sincerely,

Michael A. Nemeroff

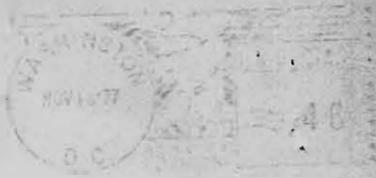
Michael A. Nemeroff

MAN/ep

cc: Mr. Charles Steele
Ms. Lyn Oliphant

1977 11 19 14 37 7

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SIDLEY & AUSTIN
1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20006

FEDERAL ELECTION
COMMISSION

'77 NOV 18 AM 8:16

Ms. Lyn Oliphant
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

20463

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SIDLEY & AUSTIN
1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20006

FEDERAL ELECTION
COMMISSION



'77 NOV 18 AM 8:19

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

20463

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SIDLEY & AUSTIN

730 PENNSYLVANIA AVENUE, N.W.

WASHINGTON, D.C. 20006

'77 NOV 18 AM 8:19

Charles Steele, Esquire
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

20463

October 28, 1977

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 216 Team #2

Please have the attached Interim Conciliation Report on MUR 216 distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of November 2, 1977.

Thank you.

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BEFORE THE FEDERAL ELECTION COMMISSION

October 27, 1977

In the Matter of)
)
James R. Sasser) MUR 216 (76)

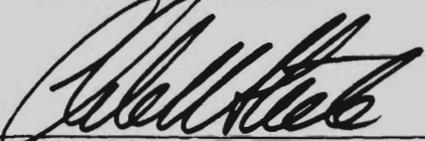
INTERIM CONCILIATION REPORT

The attorney for Senator Sasser indicated to the General Counsel that a proposed draft of a conciliation agreement acceptable to Sasser would be submitted to the Commission by October 21, 1977. At this time, no draft has been received.

The General Counsel's office anticipates working out an acceptable conciliation agreement to present to the Commission within the next few weeks.

27 October 1977
DATE

WILLIAM C. OLDAKER
GENERAL COUNSEL



CHARLES N. STEELE
ASSOCIATE GENERAL COUNSEL

78040044182

September 29, 1977

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 216 Team #1

Please have the attached Interim Conciliation Report on MUR 216 distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of October 6, 1977.

Thank you.

78040044483

BEFORE THE FEDERAL ELECTION COMMISSION

September 29, 1977

In the Matter of)
)
James Sasser) MUR 216 (76)

INTERIM CONCILIATION REPORT

Since the Commission's June 15, 1977, finding of reasonable cause to believe that 2 U.S.C. §441b was violated by James Sasser in connection with travel on corporate airplanes, the conciliation process has proceeded as follows:

The respondent's attorneys requested the opportunity to make another submission to the Commission. This submission was not received until August 17, 1977. The memorandum raises three primary points: (1) it contends that the Commission is attempting to apply its regulations retroactively to transactions which occurred prior to their publication in final form; (2) the memorandum disputes the factual basis underlying the Commission's determination that an insufficient amount of money was paid for rental of the planes; and (3) the memorandum argues that it would be inappropriate for the Commission to require an explicit admission that the actions constituted a violation of the law.

On September 20, 1977, Sasser's attorney met with staff of the General Counsel's office to discuss these matters raised in the memorandum and to discuss a potential conciliation agreement.

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

September 6, 1977

MEMORANDUM

TO: William Oldaker, General Counsel

THRU: Charles Steele, Associate General Counsel
Lester Scall, Assistant General Counsel

FROM: Keith A. Vance, Senior Investigator *KAV*

SUBJECT: MUR 216 - AIRPLANE FLIGHT COMPUTATIONS

Reference: August 29, 1977, Memorandum; Subject: MUR 216
August 1, 1977, Memorandum; Subject: MUR 216
June 29, 1977, Memorandum; Subject: MUR 216

(1) Aviation Group Associates, Inc. or
Aircraft Group Associates
P. O. Box 491
Madison, Tennessee

According to Mr. Michael A. Nemoroff's August 17, 1977, memorandum, the Sasser campaign utilized this company's 1964 Beech Baron B55 for a total of 39.7 hours at \$65 per hour for the airplane and \$75 per day for the pilot. Furthermore, he states that the Sasser campaign did not know the actual number of campaign staff utilizing the aircraft or the actual destination for each flight. For his computations, Mr. Nemoroff selected a rate of \$100 per hour including fuel and pilot services as the usual commercial rate.

Actual Payment	Mr. Nemoroff's Selected Rate
	\$100
39.7 hrs. X \$65 = \$2,580.50	39.7 hrs. X \$100 = \$3,970
\$75 per day/pilot X 5 days = \$375	
\$375 + \$2,580.50 = \$2,955.50	

\$3,970.00
-2,955.50
\$1,014.50

Amount due based on Sasser
substantial records

7804074486



Our cost determination is an average of the usual charter rates charged by the following companies for the Beech Baron B55 airplane:

<u>Company Contacted</u>	<u>Usual Hourly Charter Rate</u>
Aviation Services Corporation P. O. Box 17445 Nashville, Tennessee 37217	\$ 130.00
Colemill Enterprises, Inc. P. O. Box 60627 Nashville, Tennessee 37206	\$ 105.00
Stevens Beechcraft, Inc. Knoxville, Tennessee	\$ 145.00
Suburban Aviation Hanger #1, Teterboro Airport Teterboro, New Jersey	\$ 112.50
	<hr/>
	\$ 492.50 *4 = \$ 123.12
Average Charter Rate = \$ 123.12 X 39.7 hrs. Flight Time = \$ 4,887.86	

\$ 4,887.86 Total Rate Based On Average Hourly Charter Rate
-2,955.50 Total Rate Paid By Sasser
\$ 1,932.36 Amount Due

\$ 4,887.86
-3,970.00 Total Rate Based On Mr. Nemoroff's Selected \$100 Rate
\$ 917.86 Amount Due

(2) J. T. Dugger, Inc.
3018 Ambrose Avenue
Nashville, Tennessee

According to Mr. Nemoroff's August 17, 1977, memorandum, the Sasser campaign utilized this company's 1970 Cessna 401 for a total of 20.1 hours at a rate of \$40 per hour for the airplane, \$75 per day for the pilot, and the cost of fuel. Mr. Nemoroff states that the total airplane, fuel and pilot cost for this airplane was \$2,294.16. It is our view that this figure is an adequate cost.

Mr. Nemoroff's Selected Rate Of \$100 X 20.1 hrs. Flight Time = \$ 2,010.00

78040044137

Memo To: Mr. Oldaker
September 6, 1977
Page 3

Ref: MUR 216

However, our cost determination is an average of the usual charter rates charged by the following companies for the Cessna 401:

<u>Company Contacted</u>	<u>Usual Hourly Charter Rate</u>
Aviation Services Corporation	\$ 190.00
Colemill Enterprises, Inc.	\$ 105.00
American Jet Aviation 35 Edison, St. Louis, MI	\$ 200.00
Teterboro Aircraft Service 401 Industrial Avenue Teterboro, New Jersey	\$ 225.00
Summit Aviation, Inc. P. O. Box 258 Middletown, Delaware	\$ 189.00
	<hr/>
	\$ 909.00 + 5 = \$ 181.80

Average Charter Rate = \$ 181.80 X 20.1 hrs. Flight Time = \$ 3,654.18

\$ 3,654.18 Total Rate Based On Average Hourly Charter Rate
-2,294.16 Total Rate Paid By Sasser
\$ 1,360.02 Amount Due

\$ 3,654.18
-2,010.00 Total Rate Based On Mr. Memoroff's Selected \$100 Rate
\$ 1,644.18 Amount Due

(3) Airplane Services, Inc.
Route 1, Box 157A
Winchester, Tennessee

According to Mr. Memoroff's August 17, 1977, memorandum, the Sasser campaign utilized this company's Cessna 340 for a total of 21 hours at a rate of \$35 per hour plus the cost of fuel. For his commercial charter rate computations, Mr. Memoroff selected a rate of \$100 per hour including fuel and pilot services. Gas receipts submitted to the Commission were in the amount of \$69.50 for this aircraft. Furthermore, the Sasser campaign does not know the actual number of campaign staff utilizing the aircraft or the actual destinations for each flight.

Memo To: Mr. Oldaker
September 6, 1977
Page 4

Ref: MUR 216

Actual Payment

Mr. Nemoroff's Selected Rate
\$100

21 Hrs. Flight Time X \$35 Per Hr.
Charge = \$735.00 + \$955.69 Fuel
Cost = \$1,690.69

21 Hrs. Flight Time X \$100 =
\$2,100.00

\$ 2,100.00

-1,690.69

\$ 409.31

Amount Due Based On Mr.
Nemoroff's Selected Rate

However, our cost determination is an average of the usual charter rates charged by the following companies for the Cessna 340:

Company Contacted

Usual Hourly Charter Rate

American Jet Aviation

\$ 175

Teterboro Aircraft Service

\$ 225

William Pagnella

\$ 180

Class I Aviation, Inc.

Washington National Airport

Washington, D. C.

Summit Aviation, Inc.

\$ 200

\$ 780 ÷ 4 = \$ 195

Average Charter Rate = \$ 195 X 21 Hrs. Flight Time = \$ 4,095.00

\$ 4,095.00 Total Based On Average Hourly Charter Rate

-1,690.69 Total Rate Paid By Sasser

\$ 2,404.31 Amount Due

\$ 4,095.00

-2,100.00

\$ 1,995.00

Total Rate Based On Mr. Nemoroff's Selected \$100 Rate

Amount Due

NOTES

1. Both Messrs. John T. Dugger, President of J. T. Dugger, Inc., and Ernest W. Colbert, Secretary of Colemill Enterprises, Inc., appear to have used the same typewriter in the preparation of their April responses to the Associate General Counsel for Enforcement relative to this matter (See Appendix A of Mr. Nemoroff's May 10, 1977, submittal on behalf of Senator Sasser).

2. On April 20, 1977, Mr. John T. Dugger, Jr., President of J. T. Dugger, Inc., wrote the Associate General Counsel of Enforcement a letter which stated in part, "At the request of Michael A. Nemoroff, we have reviewed our records to determine whether all of the flights taken by Senator James R. Sasser, his family, and members of his campaign staff were billed to Senator Sasser's campaign committee in accordance with our agreement with the committee. To accomplish this, we compared our invoice to the committee with our flight logs for the period in question. On the basis of this review, we have determine that all flights... were billed to the campaign committee (See Nemoroff's May 10 memo).

However, Mr. Nemoroff states in his August 17, 1977, memorandum to the Commission that "An analysis similar to the one performed for AGA cannot be performed for the Dugger airplane because a flight log was not maintained by the pilot or the company.

3. A review of the materials submitted on behalf of Senator Sasser failed to disclose any expenditures made by the Sasser campaign to J. T. Dugger, Inc., or any flights listed in the campaign record for J. T. Dugger, Inc.

CONCLUSION:

It is our opinion that Senator James Sasser did not, in advance or subsequently, reimburse the aforementioned companies the usual charter rates for commercial services.

It is recommended that the Commission take appropriate action based on our computations relative to each respective company aforementioned.

cc: Ken Oliphant, Research Assistant

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Docket
filing



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 29, 1977

MEMORANDUM

TO: William Oldaker, General Counsel ✓

THRU: Charles Steele, Associate General Counsel
Lester Scall, Assistant General Counsel

FROM: Keith A. Vance, Senior Investigator *KAV*

SUBJECT: MUR 216

References: August 1, 1977, Memorandum; Subject: MUR 216
June 29, 1977, Memorandum; Subject: MUR 216

On August 17, 1977, Mr. Michael A. Nemoroff, Esquire, submitted to the Commission a "Second Memorandum Concerning Chartered Airplanes Utilized By Senator James R. Sasser During His 1976 Election Campaign," in response to conciliation negotiations with Commission staff. Mr. Nemoroff feels that the submittal "provides legal analysis and factual information which demonstrates that the Commission should terminate its investigation in this matter (MUR 216) by concluding that no violation has occurred."

The Commission's Regulation §114.9(e) stipulates that a candidate, candidate's agent, or person traveling on behalf of a candidate who uses an airplane which is owned or leased by a corporation other than a corporation licensed to offer commercial services for travel in connection with a Federal election must, in advance, reimburse the corporation -

- (i) In the case of travel to a city served by regularly scheduled commercial service, the first class air fare;
- (ii) In the case of travel to a city not served by a regularly scheduled commercial service, the usual charter rate.

This memorandum will address only that information which Mr. Nemoroff states demonstrates that the Commission should terminate its investigation in this matter.

Mr. Nemoroff's August 17, 1977, memorandum submitted to the Commission states that in some cases the Sasser campaign was required to purchase fuel separately and often had to obtain an independent pilot.

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Furthermore, "These expenses were not included in the rental fees reported to the Commission in the memorandum of May 10. Yet, only by including these costs, may a fair comparison be made between the costs of airplanes utilized by Senator Sasser and the first class airfare or the usual commercial charter rates."

In Mr. Nemoroff's May 10, 1977, submittal on behalf of Senator Sasser, he stated that "The Sasser campaign has already furnished to the Commission a list of all invoices for chartered flights, and supporting documents for the flights and fuel." Thus, our June 29 and August 1, 1977, computations and conclusions were based on the premise that all supporting documents relative to the flights under question had been furnished to the Commission. Since the Commission was just notified on August 17, 1977, that the Sasser Campaign's previous submittals did not contain all of the necessary expense information to arrive at a fair cost comparison regarding the flights in question, the following discussion should be utilized for the basis of any further Commission action.

- (1) Pierce Ditching Company Pierce Ditching Company
1901 East Center Street also Route 1, Brookside Road
Kingsport, Tennessee Kingsport, Tennessee

According to Mr. Nemoroff's August 17, 1977, memorandum "Senator Sasser utilized this company's airplane on only one occasion; on May 14, 1976, accompanied by one member of the campaign staff, the Senator flew from Tri-Cities to Chattanooga....Pierce Ditching Company was paid \$98 for this flight, and the pilot was reimbursed \$50." Thus, the total cost for use of the Pierce Ditching Company's airplane, the Aero Commander 500 B, as reflected by submitted records, was \$148.

Our inquiry revealed that Southern Airways maintained a regularly scheduled commercial service from Tri-Cities to Chattanooga, Tennessee on May 14, 1976. The cost of commercial air service at that time was \$43 per person on a one class flight, or \$86 for the Senator and one member of the campaign staff. Therefore, Senator Sasser paid \$62 more to the Pierce Ditching Company than the actual cost of commercial air service on the scheduled Southern Airways flight.

Based on our inquiry and a review of documentation submitted on behalf of Senator Sasser, the Pierce Ditching Company has not violated 2 U.S.C. §441b, and the Senator paid more than the usual and normal charge for this flight.

REC-114192

- (2) Aviation Group Associates, Inc. or Aircraft Group Associates, Inc.
P.O. Box 491
Madison, Tennessee

According to Mr. Nemoroff's August 17, 1977, memorandum "The Sasser campaign utilized this company's airplane for a total of 39.7 hours during the primary campaign. The AGA airplane was a 1964 Beach Baron B55, and AGA required the Sasser campaign to pay \$65 per hour for the airplane including fuel. The Sasser campaign hired an independent commercial pilot and paid him \$75 per day."

Mr. Nemoroff's memorandum also states that the cost analysis submitted to the Commission "calculates the charges paid by the Sasser campaign for each flight by multiplying \$65 per hour times the length of the flight and by adding \$75 per day for each day that a pilot's services were required. The cost of each flight was also calculated on the basis of either the first class airfare, where available, or the usual commercial charter rate. The first class airfare is shown on a one passenger basis and on a two passenger basis." Mr. Nemoroff further states that "...in the cases where there is no commercial airline service, the usual commercial charter rate is utilized. We have have selected a rate of \$100 per hour... as the usual commercial rate." This rate was based on a letter solicited by Mr. Nemoroff from Mr. Ernest W. Colbert, Secretary, Colemill Enterprises, Inc. The Colemill Enterprises, Inc., is a "commercial charter operator which chartered a 1974 Beach Baron 58, among other airplanes, to the Sasser campaign at a rate of \$100 per hour. Because the Baron 58 was a newer, more expensive airplane than AGA's Baron B55, it is reasonable to assume that \$100 per hour is the usual commercial charter rate for the AGA airplane."

Mr. Nemoroff concludes that "In the one passenger analysis, the Sasser campaign exceeded the Commission's standard by \$1,008.50; in the two passenger analysis, the Commission's standard was exceeded by \$301.50."

It is our opinion that the analysis presented to the Commission in Mr. Nemoroff's August 17, 1977, memorandum is inappropriate because the actual number of campaign staff utilizing the Colemill Enterprises, Inc., aircraft was not known, and the usual commercial charter rate was assumed based on a letter from Colemill Enterprises, Inc., only, who was once owner of the 1964 Beach Baron B55.

Mr. Nemoroff's August 17, 1977, memorandum states that "Sometimes during the primary campaign, Senator Sasser flew alone and was met

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upon arrival, sometimes the Senator and Mrs. Sasser was accompanied by one staff member....Although we have searched for documentary records of who was on each flight, we have been unsuccessful. Senator and Mrs. Sasser's schedules do not normally state whether staff members accompanied them, and the company flight logs, to the extent that they exist, do not contain such information. As a result, in making this claim, we rely upon the statements of the candidate and the campaign staff....Some of the entries in the AGA log do not list the cities called upon."

My June 29, 1977, memorandum, subject as above, detailed the several purchases and sales of the Beachcraft 5B55. On August 14, 1975, Mr. Roy Nolan, Vice President, Nolan Enterprises, Inc., sold the aircraft to the Colemill Enterprises, Inc. Mr. Ernest W. Colbert, Secretary, Colemill Enterprises, Inc., registered it with the Federal Aviation Administration on September 17, 1975. On February 4, 1976, the Colemill Enterprises, Inc., sold the aircraft to Aircraft Group Associates. Mr. Aubrey Gregory, President, Aircraft Group Associates registered the aircraft with the Federal Aviation Administration on May 10, 1976. The Senator utilized this aircraft between the period April 29, 1976 thru July 16, 1976.

In view of the Sasser campaign's failure to keep adequate information on the actual number of campaign staff utilizing the aircraft, the actual destination for each flight, and Colemill's prior ownership of the aircraft, it is our opinion that an appropriate comparison of this airplane cost can only be derived by using the average commercial charter rate set forth in my June 29th memorandum. In part, it states "Our inquiry revealed that the average cost for chartering a Beachcraft Model 5B55 is \$128.75 per hour which includes the fuel and pilot cost....Therefore, the cost for flying a Beachcraft 5B55 for 40 hours would be \$5,150; \$2,175 more than Senator Sasser paid to Aviation Group Associates, Inc."

Based on our inquiry and a review of documentation submitted on behalf of Senator Sasser, the Aircraft Group Associates or Aviation Group Associates, Inc., may have violated 2 U.S.C. §441b, and the Senator did not pay the usual charter rate for the airplane service.

(3) J. T. Dugger, Inc. or J. T. Dugger & Sons, Inc.
3018 Ambrose Avenue
Nashville, Tennessee

According to Mr. Nemoroff's August 17, 1977, memorandum, J. T. Dugger, Inc., "rented the Sasser campaign a 1970 Cessna 401 at the rate of \$40 per hour. The campaign was required to purchase fuel and to obtain an independent pilot....Based upon the Dugger bill, the airplane was in the campaign's control from July 14, 1976 through July 30, 1976, and it was flown a total of 20.1 hours for a total cost of \$804....Three enteries for airplane fuel appear on the campaign's summary of expenses in the Commission's possession, and these enteries total \$665.61....The Dugger airplane was always flown by a private pilot at the cost of \$75 per day....According to the schedule, the Dugger airplane was utilized on 11 days during the period that the Sasser campaign had control of it. Because pilot services were charged at \$75 per day, this indicates that \$825 was spent for pilot services during this period." Therefore, Mr. Nemoroff states that the total airplane, fuel and pilot cost allocable to the Dugger airplane was \$2,294.16.

Mr. Nemoroff further states that a "letter from Colemill...., indicates that it rented a 1968 Navajo to the Sasser campaign at a rate of \$100 per hour and that this airplane was considered comparable to the Dugger airplane which was a 401 Cessna. The Colemill letter further states that a rate of \$106 an hour would be commercially reasonable for the Cessna 401."

It is our view that the computations relative to payments made by the Sasser campaign to J. T. Dugger, Inc., are adequate. However, the commercially reasonable costs for the Cessna 401, quoted by the Colemill letter, are based solely on Mr. Ernest W. Colbert's determination of airplane comparability. In contrast, our average commercial charter rate outlined in my memorandum of August 1, 1977, is based on actual commercial charter rates charged by corporations licensed to offer commercial services for travel.

Therefore, it is our view that the Colemill cost for the Cessna 401 is understated, and that the average commercial charter rate detailed in my August 1, 1977, memorandum should be used for future Commission action. In part, it states, "Our inquiry revealed that the average cost for chartering a Cessna 401B is \$204.66 per hour which includes the fuel and pilot cost." Therefore, the cost for chartering a Cessna 401B for 20 hours would be \$4,093.20; \$1,799.04 more than Senator Sasser paid to J. T. Dugger, Inc.

Based on our inquiry and review of documentation submitted on behalf of Senator Sasser, the J. T. Dugger, Inc., may have violated 2 U.S.C. §441b, and the Senator did not pay the usual charter rate for the airplane service.

7800014195

- (4) Airplane Services, Inc.
Route 1, Box 157A
Winchester, Tennessee

7 8 0 1 0 9 1 4 4 9 6

According to Mr. Nemoroff's August 17, 1977, memorandum, "The Sasser campaign paid Airplane Services \$35 per hour plus the cost of fuel. Based upon the fuel costs listed on the bills provided by Airplane Services, the Sasser campaign paid an average of \$51 per hour for fuel. As a result, the Airplane Services airplane cost the Sasser campaign \$86 per hour whether the Cessna or the Mooney was utilized. The first class airfare was calculated using the same method utilized for Pierce Ditching and AGA. The usual commercial charter rate was calculated at the rate of \$100 per hour. This is the rate charged by Colemill for the Navajo and the Beach Baron rented to the Sasser campaign....These airplanes may fairly be considered comparable airplanes for purposes of calculating the usual commercial charter rate. Because we are not able to determine from Airplane Services' flight logs on which flights the Mooney was used, all calculations are based on the Cessna....On a one passenger basis, the Sasser campaign paid \$545.80 more than it would have paid had it utilized commercial airline service or commercial charter service. On a two passenger basis, the Sasser campaign paid \$21.70 less for the Airplane Services' airplane than for commercial airline or charter service."

It is our opinion that the analysis presented to the Commission in Mr. Nemoroff's August 17, 1977, memorandum is also inappropriate because the actual number of campaign staff utilizing the Airplane Services's aircraft was not known, and the airplane comparability determinations were not substantiated.

Therefore, in view of the Sasser campaign's failure to submit adequate information on the actual number of campaign staff utilizing Airplane Services' aircraft and to substantiate comparability determinations, it is our opinion that an appropriate comparison of this airplane cost can only be determined by using the average commercial charter rate set forth in my memorandum dated August 1, 1977.

Based on a review of documentation submitted on behalf of Senator Sasser and our inquiry, the average cost for chartering a Cessna 340 with fuel and pilot is \$195 per hour. Thus, the cost for utilizing the Cessna 340 for 21 hours would be \$4,095; \$2,404.31 more than Senator Sasser paid to Airplane Services, Inc. The Airplane Services, Inc., may have violated 2 U.S.C. §441b, and the Senator did not pay the usual charter rate for the airplane service.

Recommendations

It is recommended that the following action be taken regarding each respective company.

(1) Pierce Ditching Company - The Commission determine there is insufficient evidence to establish reasonable cause to believe that a violation of 2 U.S.C. §441b has occurred.

(2) Aviation Group Associates, Inc. - The Sasser campaign paid Aviation Group Associates \$2,175 less than the average cost for chartering a Beachcraft Model 5B55 airplane for 40 hours.

(3) J. T. Dugger, Inc. - The Sasser campaign paid J. T. Dugger \$1,799.04 less than the average cost for chartering a Cessna 401B for 20 hours.

(4) Airplane Services, Inc. - The Sasser campaign paid Airplane Services \$2,404.31 less than the average cost for chartering a Cessna 340 for 21 hours.

Recap

It is our opinion, based on the records submitted by Senator Sasser, the average cost for chartering specified aircraft, and our inquiry, that the Senator did not reimburse the aforementioned corporations the normal charter rate for such services.

<u>Corporation</u> <u>Renting Aircraft</u>	<u>Usual (Average)</u> <u>Charter Rate Per Hour</u>	<u>Rate Paid By</u> <u>Sen. Sasser</u>	<u>Amount Due</u>
Aviation Group Associates, Inc.	\$128.75 x 40 = \$5,150	\$65 per hr. x 40 hr. = 2600 + \$75 x 5 = \$2,975	\$5,150 - \$2,975 = \$2,175
J. T. Dugger, Inc.	\$204.66 x 20 hr. = \$4,093.20	\$40 per hr. x 20 hr. = \$800 + \$665.61 gas = \$825 pilot = \$2,294.16	\$4,093.20 - \$2,294.16 = \$1,799.04
Airplane Services, Inc.	\$195 x 21 hr. = \$4,095	\$35 per hr. x 21 hr. = \$735 + 955.69 gas = \$1,690.69	\$4,095 - \$1,690.69 = \$2,404.31
Total	\$13,338.20	\$6,959.85	\$6,378.35

cc: Lyn Oliphant, Research Assistant

789177-4497

#267



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 1, 1977

MEMORANDUM

TO: William Oldaker, General Counsel

THRU: Charles N. Steele, Associate General Counsel
Lester Scall, Assistant General Counsel

FROM: Keith A. Vance, Senior Investigator *KAV*

SUBJECT: MUR 216

REFERENCE: June 29, 1977, Memorandum; Subject: MUR 216

In conjunction with our inquiry relative to private flights, non-charter, taken by the Honorable James R. Sasser during his primary campaign for the U. S. Senate in Tennessee, find herewith information which may clarify questions pending regarding this inquiry.

The Commission's Regulation §114.9(e) requires that a candidate, candidates agent, or person travelling on behalf of a candidate who uses an airplane which is owned or leased by a corporation other than a corporation licensed to offer commercial services for travel in connection with a Federal election must, in advance, reimburse the corporation the usual charter rate. Since Senator Sasser utilized airplane services which were owned by corporations other than corporations licensed to offer commercial services for travel, he is required to reimburse those corporations the usual charter rates charged by corporations licensed to offer commercial services for travel. During the course of our inquiry, we attempted to contact only those companies in the State of Tennessee to allow our computations to reflect the usual charter rates charged in the State of Tennessee since the Senator utilized the services of aircraft owned by the private companies in Tennessee. However, due to the various types of aircraft used by the Senator, and the failure of many of the Tennessee companies contacted to offer commercial services for travel on such aircraft, our computations reflect the average charter rate for each specific aircraft used by the Senator

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during his primary campaign, based on the usual charter rates charged by the following corporations licensed to offer commercial services for travel.

Codes: (A) Cessna 340
(B) Aero Commander 500B
(C) Cessna 401B

<u>Company Contacted</u>	<u>Usual Charter Rate Per Hour</u>		
	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
American Jet Aviation 55 Edison, St. Louis, MI	\$ 175	\$ 400	\$ 200
Teterboro Aircraft Service 401 Industrial Avenue Teterboro, NJ	\$ 225	\$ 189	\$ 225
William Pagnella Class I Aviation, Inc. Washington National Airport	\$ 180	\$ 125	\$ -
Summit Aviation, Inc. P. O. Box 258 Middletown, Delaware	\$ 200	\$ -	\$ 189
Average Charter Rate =	\$ 195	\$ 238	\$ 204.66

Our inquiry disclosed the following information regarding the Aviation Group Associates, Inc., P.O. Box 491, Madison, Tennessee, which does not have any aircraft registered with the Federal Aviation Administration. Aviation Group Associates, Inc., was chartered as a corporation in the State of Tennessee on April 5, 1976. The corporation does not list any officers on its charter, however, Mr. Charles E. Weis, 324 Stahlman Building, Nashville, Tennessee, is listed as Agent for Aviation Group Associates, Inc. Records reflect that Aviation Group Associates, Inc., also is known by the name Aircraft Group Associates, Inc., P.O. Box 491, Madison, Tennessee.

Our inquiry revealed that Aircraft Group Associates, Inc., is not registered as a corporation in the State of Tennessee. It is registered with the Federal Aviation Administration as owner of an aircraft, Beechcraft Model 5B55, serial number TC-652, FAA Registration #7939K.

On August 12, 1975, Mr. Roy Nolan, Vice President, Nolan Enterprises, Inc., Downtown Airport, Shreveport, Louisiana, purchased the Beechcraft 5B55 for his company. On August 14, 1975, he sold the

Memo To: Oldaker, Steele, and Scall
August 1, 1977
Page 3

Ref: MUR 216

aircraft to the Colemill Enterprises, Inc., P. O. Box 60627, Nashville, Tennessee. Under Nolan Enterprises, Inc., ownership, the aircraft was never registered with the Federal Aviation Administration. Mr. Emerst W. Colbert, Secretary, Colemill Enterprises, Inc., registered the aircraft with the Federal Aviation Administration on September 17, 1975. On February 4, 1976, the Colemill Enterprises, Inc., sold the aircraft to Aircraft Group Associates, P. O. Box 491, Madison, Tennessee. Mr. Aubrey Gregory, President, Aircraft Group Associates, was listed as the officer authorizing the registration of the aircraft with the Federal Aviation Administration on March 10, 1976. On November 1, 1976, Mr. Aubrey Gregory, President, Can-One Corporation, 1898 Elm Tree Drive, Nashville, Tennessee, purchased the Beechcraft 5B55 for the Can-One Corporation for \$63,067.80 with the Aircraft Group Associates listed as mortgagor and the Commerce Union Bank, 400 Union Street, Nashville, Tennessee listed as the secured party. On January 19, 1977, the aircraft was registered with the Federal Aviation Administration under Registration #7939K for the Can-One Corporation by Mr. Gregory.

In addition, our inquiry revealed that P. O. Box 491, listed to both the Aviation Group Associates and the Aircraft Group Associates was secured by Aubrey Gregory of 821 Curtis Drive, Nashville, Tennessee in 1972, for Aubrey Gregory & Associates, 333 Building-Gallentin Road, Madison, Tennessee.

Post Office Box 60627, listed to Colemill Enterprises, Inc., was secured by E. W. Colbert of 804 North Summerset, Madison, Tennessee on February 11, 1960, for the Cornelia Fort Airport, Nashville, Tennessee. Colemill Enterprises, Inc., was incorporated in the State of Tennessee on November 30, 1964. Mr. E. W. Colbert of 2015 Forrest Green Drive, Nashville, Tennessee is listed as the registered Agent. The following individuals are listed as incorporators: E. W. Colbert, M. S. Colbert, and John Corbitt. The following individuals are listed as officers: M. V. Colbert, President and Ernest Colbert, Secretary/Treasurer.

Furthermore, our inquiry determined that the Can-One Corporation is not registered as a corporation in the State of Tennessee. However, the listed address of Can-One Corporation at 1898 Elm Tree Drive, Nashville, Tennessee is used by the Athens Paper Company, Inc., which was incorporated in the State of Tennessee on December 19, 1967. Mr. William D. Jenkins of the same address is registered as the Agent for the Athens Paper Company, and also the President and Treasurer. Mr. Larry Young is registered as the Vice President, and Mr. M. H. Chamberlain is registered as the Secretary of the Athens Paper Company.

Memo To: Oldaker, Steele, and Scall
August 1, 1977
Page 4

Ref: MUR 216

Our inquiry revealed that the average cost for chartering a Beechcraft Model 5B55 is \$128.75 per hour which includes the fuel and pilot cost. According to Senator Sasser's May 16, 1977, memorandum submitted to the Commission, he flew 40 hours at \$65 per hour plus \$75 per day for pilot services. Therefore, the cost for flying a Beechcraft 5B55 for 40 hours would be \$5,150; \$2,175 more than Senator Sasser paid to Aviation Group Associates, Inc. The average cost for chartering a Beechcraft 5B55 used in this report was calculated from the usual charter rate charged by the following companies:

<u>Company Contacted</u>	<u>Usual Hourly Charter Rate</u>
Suburban Aviation Hanger 1, Teterboro Airport Teterboro, NJ	\$ 112.50
Stevens Beechcraft, Inc. Knoxville, TN	\$ 145.00
<hr/>	
Average Charter Rate =	\$ 128.75

CONCLUSION

It is our opinion that the previous memorandum date June 29, 1977, Subject: MUR 216, adequately reflects the average cost for chartering specific aircraft delineated in MUR 216. Furthermore, with the additional information aforementioned, our opinion that Senator Sasser did not reimburse the the corporations involved in this report or our report dated June 29th the usual charter rate for their services as required by the Commission's Regulation §114.9 (e) is re-enforced. Thus, based on the records submitted by Senator Sasser and the average cost for chartering the aircraft mentioned in these reports, the Senator paid \$7,469.63 less than the usual charter rate charged by corporation licensed to offer commercial services for travel.

cc: Lyn Oliphant, Research Assistant

To: Sacket
for filing #179



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

July 12, 1977

MEMORANDUM TO: File

THROUGH: William C. Oldaker

FROM: Walter Moore *WKM*

RE: MUR 216/256

The General Counsel advises me that attorneys for Senator Sasser had indicated that a Mr. Moore had talked to Senator Sasser's secretary and they expressed concern about confidentiality of compliance matters. The following is my recollection of the conversation in question.

On Thursday, July 7, 1977 I attended a reception for a Small Business Administration employee. During the reception I approached a friend, Mr. William Hawks, Director of Congressional Relations for SBA, who was standing apart from the group at the reception alongside a woman. Mr. Hawks introduced the woman as Senator Sasser's secretary. A discussion followed on the Clinch River Project in Tennessee. Following this, Mr. Hawks turned to the woman and stated "you seemed to have had your problems with the FEC." She stated that the Senator had experienced problems with the FEC, but stated that the major problems were over. (I am unclear as to whether or not she stated that she had knowledge of compliance matters, it seemed to me she did. I am also uncertain if she mentioned loans or anything else.) Following her statement, I said that the major problems did seem to be over.

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SIDLEY & AUSTIN
1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006

Mr. Charles N. Steele
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

HAND DELIVERY

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SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20006
TELEPHONE 202: 624-9000
TELEX 89-463

Founded in 1866 as
Williams & Thompson

77 JUL 13 AM 8:04

77200

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4364

EUROPEAN OFFICE
9 HOLLAND PARK
LONDON, W11 3TH, ENGLAND
TELEPHONE 01: 727-1416
TELEX 21781

July 12, 1977

Mr. Charles N. Steele
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

As we discussed yesterday, we intend to submit substantial information to the Commission concerning the cost of the airplanes utilized by Senator Sasser and comparable commercial air service and charter service. Although this information will be submitted in the near future, we thought it appropriate to submit such information now for Pierce Ditching Company because Senator Sasser accepted only one flight on this company's airplane.

As the Commission is aware, Senator Sasser utilized the Pierce Ditching airplane to fly from Tri-Cities to Chattanooga on May 14, 1976. One other person from the campaign staff accompanied Senator Sasser. The cost of commercial air service at the first class rate at that time was \$44 per person. This rate is quoted in the Official Airline Guide, dated June 1, 1976, and a copy of the appropriate page is enclosed and marked. Therefore, the total cost of the flight on commercial air service (\$88) is less than the amount accepted by Pierce Ditching.

We believe that this demonstrates that even under the standard which the Commission seeks to apply to the Sasser campaign, Pierce Ditching Company did not make a contribution by providing airplane service. As a

Mr. Charles N. Steele
July 12, 1977
Page Two

result, we ask that the Commission terminate its investigation of Pierce Ditching Company as it has done with respect to other companies providing airplane service that have been found not to have violated the act.

We must emphasize, however, that we do not believe that the Commission is applying the proper legal standard to the issue relating to airplane services. We continue to believe that our view of the law stated in our memorandum dated May 10, 1976, is accurate. Under that standard, it is clear that the Sasser campaign did not accept a contribution from any of the companies providing airplane services.

Sincerely,



Michael A. Nemeroff

MAN:pv
cc: Mr. Fred Whaley

Enclosure

DC 2870
PHONE 262-4596

J. T. Dugger & Son, Inc.

3018 AMBROSE AVE.

RECEIVED
FEDERAL ELECTION
COMMISSION
NASHVILLE, TENN. 37207

GENERAL CONTRACTORS

'77 JUL 11 AM 10:59

July 6, 1977

772082

Ms. Lin Oliphant
Federal Election Commission
1325 K Street, N. W.
Washington, D. C.

Dear Ms. Oliphant:

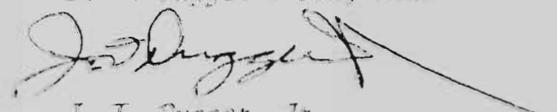
We permitted the Sasser campaign to use our airplane for several weeks during the primary campaign. They purchased their own fuel and hired their own pilot. We required a \$1000 deposit in advance to avoid any possibility that we would not be paid. We deducted our charges (at a rate of \$40 per hour) from the deposit; our total charges were \$804 and we returned \$196 to the campaign.

We had no intention of making a contribution to the Sasser campaign by permitting them to use our airplane. That was the reason for the \$1000 deposit; in addition, we charged them the same rate we charged ourselves and others to use the airplane. We discussed this arrangement with the lawyers to the campaign before we agreed to it, and we had no idea there would be any problem under the campaign laws. We were most concerned that this arrangement was not in violation with the F.A.A.'s rules.

We would never have permitted the Sasser campaign to use our airplane if we had known that it would be a violation of the Federal Election Campaign Act.

Sincerely,

J. T. Dugger & Son, Inc.



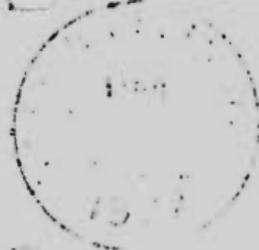
J. T. Dugger, Jr.
President

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W. F. Dugger & Son, Inc.

GENERAL CONTRACTORS
3018 AMBROSE AVE.
NASHVILLE TENNESSEE 37207

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Ms. Lm. Alliant
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

20463

ACC 865

PIERCE DITCHING COMPANY

WATER - SEWER - GRADING

FEDERAL ELECTION COMMISSION

1901 East Center St. Phone 277-1108
KINGSPORT, TENNESSEE 37664

JUL 10 AM 11:04

July 6, 1977

772062

Ms. Lyn Oliphant
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Dear Ms. Oliphant:

The undersigned flew Senator James Sasser from Tri-City, Tennessee to Chattanooga on May 14, 1976, at the request of a friend and we were thereafter sent a check for \$98.00 which was sufficient to defer the operating cost of the aircraft. I, as the pilot of the aircraft, flew the Senator on my off day since Chattanooga is quite near Cleveland, Tennessee where my family resides. The trip thus gave me an opportunity to stop at Cleveland, Tennessee and visit my mother and father. I doubt that I would have made the trip except for this inducement since I am not involved in politics in any way.

This was certainly not a commercial flight. We are not in the business of chartering our aircraft and it is used solely for our private and business purposes. Moreover, we are not certificated by the Federal Aviation Agency to conduct commercial flight operations and it is my understanding that we may accept only voluntary contributions toward the cost of operating our aircraft in circumstances such as this.

We trust that this flight was not violative of the Federal Election Campaign Act and had we any idea that it might be so interpreted, let me assure you that this flight would not have been made.

PIERCE DITCHING COMPANY

Fred H. Whaley
Fred H. Whaley

70047714309

Pierce Ditching Company

Route 1 — Brookside Road
KINGSPORT, TENNESSEE 37660

United States Tax



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FEDERAL ELECTION COMMISSION

MOA
10 AM 11:53



Ms. Lyn Oliphant
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

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NRN

RECEIVED
FEDERAL ELECTION
COMMISSION

1977 JUL 18 PM 1:35

Airplane Services,

Phone 202-277-2773

July 5, 1977

Ms. Lyn Oliphant
Federal Election Commission
1325 K Street, N. W.
Washington, D. C.

Dear Ms. Oliphant:

Airplane Services Inc. charged the Sasser campaign \$35 per hour for the use of its airplane; the campaign paid for fuel and the pilot expenses. This rate was the same rate that we charged to others who use our airplane during regular business trips. The service we provided to the Sasser campaign was not as good as he could have received from a regular charter service because the campaign could use the airplane only when it was not used in our other business activities. In a normal charter service the campaign could have scheduled an airplane in advance.

We had no idea that letting the Sasser campaign use our airplane might violate the campaign law. The lawyers for the campaign wrote a contract for our service, and they believed that the contract complied with the law. We did not intend to violate the law, and we hope that you find that no violation occurred.

Very truly yours,

Carl C. Spray

Carl C. Spray

78010044511

Airplane Services, Inc.
Route 1
Winchester, Tennessee 37398

COMMISSION

'77 JUL 8 PM 1:31

Ms. Lyn Oliphant
Federal Election Commission
1325 K Street, N. W.
Washington, D. C.

20463



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 29, 1977

MEMORANDUM

TO: William Oldaker, General Counsel

THROUGH: Charles N. Steele, Associate General Counsel
Lester Scall, Assistant General Counsel

FROM: Keith A. Vance, Senior Investigator *KAV*

SUBJECT: MJR 216

Pursuant to your request of June 27, 1977, please find below the results of our inquiry relative to private flights, non-charter, taken by the Honorable James R. Sasser during his primary campaign for the U. S. Senate in Tennessee.

The Commission's Regulation §114.9(e) requires that a candidate, candidates agent, or person traveling on behalf of a candidate who uses an airplane which is owned or leased by a corporation other than a corporation licensed to offer commercial services for travel in connection with a Federal election must, in advance, reimburse the corporation the usual charter rate.

We were requested to determine the make, model, and FAA registration number of the airplanes registered with the Federal Aviation Administration, and the usual charter rates for such aircraft owned by the corporations and individuals listed below:

- (1) Airplane Services, Inc.
Route 1, Box 157A
Winchester, Tennessee

The following aircraft are registered with the Federal Aviation Administration under Airplane Services, Inc.:

Piper PA 30, registered October 7, 1976, Registration #N8341Y
Cessna 340, registered September 24, 1975, Registration #N8442F
Mitsubishi MJ-2B-20, registered January 19, 1977, Registration #N44MA

The Aircraft Registration Office, FAA, has no lease agreements filed with it pertaining to Airplane Services, Inc.



According to Senator Sasser's May 16, 1977, memorandum submitted to the Commission, he flew 21 hours at \$35 per hour plus fuel on an aircraft operated by Airplane Services, Inc. Records reflect that the aircraft was the Cessna 340, Registration #N8442F (See Exhibit D, page 5). Gas receipts submitted to the Commission were in the amount of \$955.69 for this aircraft (See Exhibit D). Thus, the total cost for use of the Cessna 340, as reflected by submitted records, was \$1,690.69.

Our inquiry revealed that the average cost for chartering a Cessna 340 is \$195 per hour. This cost includes the fuel cost and pilot. Therefore, the cost for flying this type aircraft for 21 hours would be \$4,095; \$2,404.31 more than Senator Sasser paid to Airplane Services, Inc.

(2) Pierce Ditching Company Pierce Ditching Company
1901 East Center Street also Route 1, Brookside Road
Kingsport, Tennessee Kingsport, Tennessee

The following aircraft is registered with the Federal Aviation Administration under Pierce Ditching Company, Route 1, Brookside Road:

Aero Commander 500B, registered March 25, 1965, Registration #N6258X

According to Senator Sasser's May 16, 1977, memorandum submitted to the Commission, he had one flight for which he paid \$98 plus \$50 to the pilot. This flight was made on May 14, 1976, from TriCities to Chattanooga and took less than one hour. Thus, the total cost for use of the Aero Commander 500B, as reflected by submitted records, was \$148.

Our inquiry revealed that the average cost for chartering a Aero Commander 500 B is \$238 per hour which includes the fuel and pilot cost. An hour is normally the minimum amount of time required for charter. Therefore, Senator Sasser paid \$90 less to the Pierce Ditching Company than the average cost for chartering an Aero Commander 500B.

(3) J. T. Dugger & Sons, Inc.
3018 Ambrose Avenue
Nashville, Tennessee

7804004314

The following aircraft is registered with the Federal Aviation Administration under J. T. Dugger & Sons, Inc.:

Cessna 401B, registered November 18, 1975, Registration #N7921Q

According to Senator Sasser's May 16, 1977, memorandum submitted to the Commission, he flew 20 hours at \$40 an hour plus fuel on an aircraft operated by J. T. Dugger & Sons, Inc. Records of gas receipts reflect that \$492.88 was expended for gas (See Exhibit D). Thus, the total cost for use of the Cessna 401B, as reflected by submitted records, was \$1,292.88.

Our inquiry revealed that the average cost for chartering a Cessna 401B is \$204.66 per hour which includes the fuel and pilot cost. Therefore, the cost for chartering this type of aircraft for 20 hours would be \$4,093.20; \$2,800.32 more than Senator Sasser paid to J. T. Dugger & Sons, Inc.

- (4) Aviation Group Associates, Inc.
P. O. Box 491
Madison, Tennessee

Our inquiry disclosed that the Aviation Group Associates, Inc., does not have any aircraft registered with the Federal Aviation Administration. Furthermore, a review of records by the Aircraft Registration Office of the Federal Aviation Administration was unable to locate any registration requests or lease agreements supposedly filed with that Office for the 1976 or 1977 years.

- (5) Gregory, Aubrey

Our inquiry revealed that the Federal Aviation Administration does not have any records showing that Mr. Gregory has an aircraft registered with that agency.

- (6) C. H. Butcher

Our inquiry revealed that Mr. Butcher does not have any aircraft registered with the Federal Aviation Administration.

Recap

It is our opinion, based on the records submitted by Senator Sasser and the average cost for chartering the specific aircraft aforementioned, that the Senator did not reimburse the aforementioned corporations the usual charter rate for their services.

78040014315

Memo To: Oldaker, Steele, Scall
June 29, 1977
Page 4

Ref: MUR 216

<u>Corporation Renting Aircraft</u>	<u>Usual (Average) Charter Rate Per Hour</u>	<u>Rate Paid By Sen. Sasser</u>	<u>Amount Due</u>
Airplane Services, Inc.	\$195 x 21 hr.=\$4,095	\$35 per hr. x 21 hr.=\$735 + \$955.69 for gas= \$1,690.69	\$2,404.31
Pierce Ditching Company	\$238 x 1 hr.=\$238	\$98 + \$50 for pilot = \$148	\$ 90.00
J. T. Dugger & Sons, Inc.	\$204.66 x 20 hr.= \$4,093.20	\$40 per hr. x 20 hrs.=\$800 + \$492.88 for gas= \$1,292.88	\$2,800.32
Total	\$8,426.20	\$3,131.57	\$5,294.63

cc: Lyn Oliphant, Research Assistant

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FEDERAL ELECTION COMMISSION

1155 STREET N.W.
WASHINGTON, D.C. 20541

June 24, 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Michael A. Nemeroff
Sidley & Austin
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Re: MUR 216 (77)

Dear Mr. Nemeroff:

We have received your request for an extension of time to respond to the Commission's letters of June 16, 1977, on behalf of Messrs. Aubrey Gregory, Fred Whaley, John T. Dugger, Jr., and Carl Spray. This extension is acceptable to us and we expect to receive these responses no later than July 11, 1977.

Sincerely yours,

William C. Oldaker
General Counsel

7800014317

<p>● SENDER: Complete items 1, 2, and 3. "RETURN TO" space on reverse. Add your address in the "RETURN TO" space on reverse.</p>	
<p>1. The following service is requested (check one).</p> <p><input type="checkbox"/> Show to whom and date delivered..... 15¢</p> <p><input checked="" type="checkbox"/> Show to whom, date, & address of delivery.. 35¢</p> <p><input type="checkbox"/> RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢</p> <p><input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢</p>	
<p>2. ARTICLE ADDRESSED TO:</p> <p><i>Michael Nemeroff</i></p>	
<p>3. ARTICLE DESCRIPTION:</p> <p>REGISTERED NO. <i>943474</i> INSURED NO.</p>	<p>(Always obtain signature of addressee or agent)</p> <p>I have received the article described above.</p> <p>SIGNATURE <input type="checkbox"/> Addressee <input checked="" type="checkbox"/> Authorized agent</p> <p><i>W. C. Oldaker</i></p>
<p>4. DATE OF DELIVERY</p> <p>JUN 27 1977</p>	<p>POSTMARK</p>
<p>5. ADDRESS (Complete only if requested)</p>	
<p>6. UNABLE TO DELIVER BECAUSE:</p>	
<p>CLERK'S INITIALS</p>	

SIDLEY & AUSTIN

MUR
216

ACC 736

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20006
TELEPHONE 202: 624-9000
TELEX 89-463

Founded in 1866 as
Williams & Thompson

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4364
EUROPEAN OFFICE
9 HOLLAND PARK
LONDON, W11 3TH, ENGLAND
TELEPHONE 01: 727-1416
TELEX 21701

'77

771907

June 23, 1977

Ms. Lyn Oliphant
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

Dear Ms. Oliphant:

Pursuant to our telephone conversation, I hereby request a short extension of time to permit Messrs. Gregory Aubrey, Fred H. Whaley, John T. Dugger, Jr. and Carl T. Spray an opportunity to complete a response to the Commission's letter of June 16, 1977. It is my expectation that a response from each of these parties should be in the Commission's possession by July 11, 1977. Please contact me if this extension of time is not acceptable.

Sincerely,

Michael A. Nemeroff
Michael A. Nemeroff

MAN:pv

SIDLEY & AUSTIN
1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006

21 P3.5

Ms. Lyn Oliphant
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

4th Floor
HAND DELIVERY

ACC 725

SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20006

TELEPHONE 202: 624-9000

TELEX 89-463

Founded in 1866 as
Williams & Thompson

771895

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4364

EUROPEAN OFFICE
9 HOLLAND PARK
LONDON, W11 3TH, ENGLAND
TELEPHONE 01: 727-1416
TELEX 21781

June 22, 1977

Charles N. Steele, Esquire
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

We have reviewed the letter of William C. Oldaker, dated June 16, 1977, communicating the Commission's determinations with respect to bank loans obtained and private airplanes utilized by Senator Sasser during his 1976 primary campaign. We are pleased that the Commission concluded that the bank loans were not in violation of the Federal Election Campaign Act, 1971, as amended, ("FECA") and we will make the technical corrections to the reports of the Senator's campaign committee that the Commission requested.

The Commission, however, found that 2 U.S.C. §441b had been violated because "Senator Sasser accepted corporate contributions . . . in that an amount of money not exceeding cost was paid in rental of airplanes owned by corporations." The statute cited by the Commission has been in effect for approximately seventy years, yet we are unable to find any authority for the Commission's position. The corporations that rented aircraft to the Sasser campaign charged the same rate that they charged to non-political users. We have always viewed the absence of special treatment as the touchstone of whether the provision of goods or service was a corporate in-kind contribution. If a candidate purchases goods or services at a rate equal to the rate charged non-political users

Charles N. Steele, Esquire
June 22, 1977
Page Two

by the same corporation, there is no contribution. The fact that the rate does not exceed cost is irrelevant. It is unfortunate that the Commission decided to announce a new rule in the context of this investigation.

We believe that it is particularly unfortunate that we were denied the opportunity to appear before the Commission to respond orally and in writing to the Commission staff's recommendations. The right to hearing is fundamental and its denial in this case was unfair. The Commission should have provided a hearing in this proceeding.

In entering the conciliation phase of this proceeding, we hope that the Commission will take into consideration the fact that it has applied a rule never before stated. As we have maintained throughout, the campaign and the corporations providing aircraft were cognizant of FECA and attempted to comply. Their conviction that they succeeded is demonstrated by the openness of the transactions. There were written contracts, bills for all flights, payment by check, and the reporting of all transactions to the Commission. Indeed, throughout this investigation, Senator Sasser, the campaign committee, and the corporations have cooperated fully with the Commission, providing all requested materials. As a result, we believe that the conciliation agreement should reflect the honest disagreement between the campaign, the corporations, and the Commission over the requirements of the law.

In addition, the agreement should also reflect the lack of involvement of the Senator in the negotiation of the agreements for the aircraft. As the Commission is aware, all agreements related to aircraft were arranged by the campaign staff upon the advice by counsel to the campaign. Senator Sasser had no personal involvement in these arrangements.

In conclusion, we wish to emphasize our continued desire to cooperate with the Commission in order to achieve a mutually agreeable resolution to this proceeding.

Sincerely,



Michael A. Nemeroff

SIDLEY & AUSTIN
1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006

1977 P2. 51

Charles N. Steele, Esquire
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463



FEDERAL ELECTION COMMISSION

1125 K STREET, N.W.
WASHINGTON, D.C. 20463

June 16, 1977

Mr. Neil Eisner
Assistant Chief Counsel
Regulations & Enforcement, Rm. 915 A
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, D.C.

Dear Mr. Eisner:

Information has come to the attention of the Federal Election Commission which indicates possible violations of regulations within your jurisdiction by the companies listed below in connection with the lease of airplanes to a federal candidate.

The companies listed below, each of which operates a plane under Part 91 of 14 C.F.R., each leased a plane to Senator James Sasser, accepting reimbursement of costs for the use of the plane. Most of this activity occurred during the Tennessee primary campaign from May through August, 1976.

The Commission would like to advise you, however, that its regulations which were in proposed form at the time, prohibit federal candidates from using corporate aircraft unless they reimburse the corporation at either the regular first class airfare or the usual charter rate. These regulations appear to directly conflict with your regulations concerning the use of such planes for hire and compensation. As discussed in a meeting between you and Charles N. Steele of our office, the Commission will be considering revisions of these regulations in the near future.

The companies involved are:

Pierce Ditching Co.
1901 East Center Street
Kingsport, Tennessee 27664



Aviation Group Associates, Inc.
P.O. Box 491
Madison, Tennessee 37115

J.T. Dugger & Son
3018 Ambrose Avenue
Nashville, Tennessee 37207

Campbell's Aero Service
Island Airport
P.O. Box 909
Knoxville, Tennessee 37901

If you would like more details concerning this matter or if we can be of any further assistance, please contact Ms. Lyn Oliphant of my staff on 523-4039.

In view of the fact that the Commission has discovered this information in the context of an enforcement proceeding we refer you to 2 U.S.C. §437g(a)(3)(B) which prohibits the making public of any notification or investigation without the written consent of the respondent.

Sincerely yours,



William C. Oldaker
General Counsel

4514



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 16, 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Fred H. Whaley
Assistant Secretary &
Treasurer
Pierce Ditching Company
1901 East Center Street
Kingsport, Tennessee 37664

Re: MUR 216 (76)

Dear Mr. Whaley:

This letter is to notify you that the Federal Election Commission has found reason to believe that your company has violated 2 U.S.C. §441b of the Federal Election Campaign Act. Specifically, the Commission believes that your provision of the use of your airplane at cost to Senator James Sasser during his Tennessee primary campaign in 1976 constituted a prohibited corporate contribution.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit to the Commission within ten days any materials which you deem relevant to its investigation of this matter. Pursuant to 2 U.S.C. §437g(a)(3)(B) notification or investigation of this matter will remain confidential unless the Commission receives your written consent.

In addition, the Commission has decided to refer this matter to the Federal Aviation Administration for consideration of any possible violations within its jurisdiction.

If you have any questions concerning this matter please contact Ms. Lyn Oliphant of our staff on 202/523-4039.

Sincerely yours,

William C. Oldaker
General Counsel



GC 21,000 MUR 216

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

1. The following service is requested (check one).
 Show to whom and date delivered..... 15¢
 Show to whom, date, & address of delivery.. 35¢
 RESTRICTED DELIVERY.
 Show to whom and date delivered..... 65¢
 RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery 85¢

2. **ARTICLE ADDRESSED TO:**
 Fred H. Whaley
 Asst. Sec. & Treas
 Pierce Ditching Co.
 Kingsport, Tenn.

3. **ARTICLE DESCRIPTION:**
 REGISTERED NO. | CERTIFIED NO. | INSURED NO.
 | 943382 |

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE Addressee Authorized agent
Fred H. Whaley

4. **DATE OF DELIVERY** | **POSTMARK**
 6-22-77

5. **ADDRESS** (Complete only if requested)

6. **UNABLE TO DELIVER BECAUSE:** | **CLERK'S INITIALS**
 | Rcc



FEDERAL ELECTION COMMISSION

125 K STREET NW
WASHINGTON, DC 20463

June 16, 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Aubrey Gregory
President Aviation Group Associates, Inc.
P.O. Box 491
Madison, Tennessee 37115

MUR 216(76)

Dear Mr. Gregory:

This letter is to notify you that the Federal Election Commission has found reason to believe that your company has violated 2 U.S.C. §441b of the Federal Election Campaign Act. Specifically, the Commission believes that your provision of the use of your airplane at cost to Senator James Sasser during his Tennessee primary campaign in 1976 constituted a prohibited corporate contribution.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit to the Commission within ten days any materials which you deem relevant to its investigation of this matter. Pursuant to 2 U.S.C. §437g(a)(3)(B) notification or investigation of this matter will remain confidential unless the Commission receives your written consent.

In addition, the Commission has decided to refer this matter to the Federal Aviation Administration for consideration of any possible violations within their jurisdiction.

If you have any questions concerning this matter please contact Ms. Lyn Oliphant of our staff on 202/523-4039.

Sincerely yours,

William C. Oldaker
General Counsel



78910014327

GC Oligmont MUR 216

PS Form 3811, Mar. 1976

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

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

Show to whom and date delivered..... 15¢

Show to whom, date, & address of delivery.. 35¢

RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢

RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Aubrey Gregory
Pres. Aviation Group Assoc, Inc.
PO Box 491
Madison, Tenn 37115

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	993383	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE Addressee Authorized agent

Rita Smith

4. DATE OF DELIVERY	POSTMARK
JUN 20 1977	

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:	CLERK'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL



FEDERAL ELECTION COMMISSION

1325 K STREET, N.W.
WASHINGTON, D.C. 20463

June 16, 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Carl T. Spray
Airplane Services, Inc.
c/o Franklin County Bank
Winchester, Tennessee

Re: MUR 216 (76)

Dear Mr. Spray:

This letter is to notify you that the Federal Election Commission has found reason to believe that your company has violated 2 U.S.C. §441b of the Federal Election Campaign Act. Specifically the Commission believes that your provision of the use of your airplane at cost to Senator James Sasser during his Tennessee primary campaign in 1976 constituted a prohibited corporate contribution.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit to the Commission within ten days any materials which you deem relevant to its investigation of this matter. Pursuant to 2 U.S.C. §437g(a)(3)(B) notification or investigation of this matter will remain confidential unless the Commission receives your written consent.

In addition, the Commission has decided to refer this matter to the Federal Aviation Administration for consideration of any possible violations within its jurisdiction.

If you have any questions concerning this matter, please contact Ms. Lyn Oliphant of our staff (202)523-4039.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "William C. Oldaker".

William C. Oldaker
General Counsel



Elephant MUR 216

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

1. The following service is requested (check one).
 Show to whom and date delivered..... 15¢
 Show to whom, date, & address of delivery.. 35¢
 RESTRICTED DELIVERY. 111111
 Show to whom and date delivered..... 65¢
 RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
 Carl T. Spray
 Airplane Services, Inc
 c/o Franklin County Bank
 Winchester, Tenn

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 | 943380 | | |

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE Addressee Authorized agent
 Dottie Patton
 Farmers Nat'l Bank

4. DATE OF DELIVERY POSTMARK
 JUN 19 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 16, 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. John T. Dugger, Jr.
President
J.T. Dugger & Son, Inc.
2018 Ambrose Avenue
Nashville, Tennessee 37207

Re: MUR 216 (76)

Dear Mr. Dugger:

This letter is to notify you that the Federal Election Commission has found reason to believe that your company has violated 2 U.S.C. §441b of the Federal Election Campaign Act. Specifically, the Commission believes that your provision of the use of your airplane at cost to Senator James Sasser during his Tennessee primary campaign in 1976 constituted a prohibited corporate contribution.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit to the Commission within ten days any materials which you deem relevant to its investigation of this matter. Pursuant to 2 U.S.C. §437g(a)(3)(B) notification or investigation of this matter will remain confidential unless the Commission receives your written consent.

In addition, the Commission has decided to refer this matter to the Federal Aviation Administration for consideration of any possible violations within its jurisdiction.

If you have any questions concerning this matter please contact Ms. Lyn Oliphant of our staff on 202/523-4639.

Sincerely yours,

William C. Oldaker
General Counsel



GC Oliphant MUR 216

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

1. The following service is requested (check one).
- Show to whom and date delivered..... 15¢
 - Show to whom, date, & address of delivery.. 35¢
 - RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢
 - RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
John T. Dugger, Jr., Pres.
J. T. Dugger & Son, Inc.
2018 Ambrose Ave
Nashville Tenn

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
943381

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE Addressee Authorized agent

Martha Gamm

4. DATE OF DELIVERY POSTMARK
6-21-77 NASHVILLE TENN

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS



FEDERAL ELECTION COMMISSION

1325 K STREET, N.W.
WASHINGTON, D.C. 20463

June 16, 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Michael A. Nemeroff, Esquire
Sidley & Austin
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Re: MUR 216 (76)

Dear Mr. Nemeroff:

This letter is sent to you in your capacity as attorney for Senator James R. Sasser in the above-referenced matter.

On June 15, 1977, the Commission considered the report of the General Counsel on the questions of loans obtained by Senator Sasser and private aircraft used for travel during the Tennessee primary campaign.

The Commission determined there is insufficient evidence to establish reasonable cause to believe that the \$125,000 in loans obtained by the Senator were made outside the ordinary course of business. Concerning the reporting of such loans, the Commission found that, although the loans were incorrectly reported, Senator Sasser demonstrated that no action should be taken against him, in that best efforts were made to comply with the reporting requirements of the Act. However, the Commission requests that amended reports be filed reflecting the original sources of the loans.

With respect to the use of private airplanes during the primary campaign, the Commission found reasonable cause to believe that Senator Sasser accepted corporate contributions in violation of 2 U.S.C. §441b, in that an amount of money not exceeding cost was paid in rental of airplanes owned by corporations.

The Commission has a duty to correct such violations for a period of 30 days by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. §437g(a)(5)(A).



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For your information the Commission has found reason to believe that 2 U.S.C. §441b was violated by Airplane Services Inc., Pierce Ditching Co., Aviation Group Associates and J.T. Dugger & Sons. We remind you that 2 U.S.C. §437g(a)(3) (B) prohibits the making public of any notification or investigation by the Commission.

The Commission reconsidered your request of May 20, 1977, to respond in writing to the report of the General Counsel and to make an oral presentation before the Commission concerning these matters, and determined that it would not vary from its ordinary procedures in this case.

In order that this matter may be resolved through conciliation, please contact Charles N. Steele at your earliest convenience.

Sincerely yours,

William C. Oldaker

William C. Oldaker
General Counsel

7 8 0 1 0 1 1 4 5 3 3 4

PS Form 3811, Mar. 1976

Support *MUR-216/239*

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

1. The following service is requested (check one).
 Show to whom and date delivered..... 15¢
 Show to whom, date, & address of delivery.. 35¢
 RESTRICTED DELIVERY.
 Show to whom and date delivered..... 65¢
 RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Mr Michael Nemeroff

3. ARTICLE DESCRIPTION:
 REGISTERED NO. | CERTIFIED NO. | INSURED NO.

(Always obtain signature of addressee or agent)
 I have received the article described above.
 SIGNATURE Addressee Authorized agent

4. DATE OF DELIVERY *6/16/77* POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1976-O-203-456

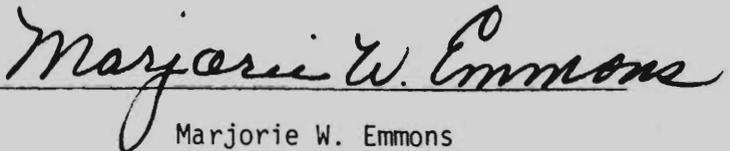
BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
James R. Sasser)

MUR 216 (76)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on June 15, 1977, the Commission determined by a vote of 4-0 to deny a request to hear an oral presentation to the Commission in the above-captioned matter. Voting for this determination were Commissioners Aikens, Harris, Springer, and Staebler; Commissioners Thomson and Tiernan were not present at the time of the vote.



Marjorie W. Emmons
Secretary to the Commission

78040044535

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
James R. Sasser)

MUR 216/239 (76)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on June 15, 1977, the Commission determined by a vote of 4-0 to find no reasonable cause to believe that the respondent, James Sasser, accepted \$125,000 in loans in violation of 2 U.S.C. Section 441b, this finding being contingent upon the respondents filing amended reports with the Commission. Voting for this finding were Commissioners Aikens, Harris, Springer, and Staebler; Commissioners Thomson and Tiernan were not present at the time of the vote.

The Commission determined by a vote of 5-0 on June 15, 1977, to take the following actions:

1) Find that the respondent, James R. Sasser, had demonstrated why no action should be taken against him with respect to failure to correctly report the loans in the above-captioned matter.

2) Find reasonable cause to believe that the respondent, James Sasser, had violated 2 U.S.C. Section 441b in connection with travel on corporate planes.

3) Find reason to believe that Airplane Services, Inc., Pierce Ditching Co., Aviation Group Associates, and J. T. Dugger & Sons violated 2 U.S.C. Section 441b.

78040044536

In the Matter of)
James R. Sasser)

MUR 216/239 (76)

Certification (continued)
Page two of two

4) Refer Pierce Ditching Co., Aviation Group Associates,
J. T. Dugger & Sons and Campbell Aero Services to the Federal
Aviation Administration for examination of possible violations of
FAA regulations concerning the use of private airplanes.
Voting for these actions were Commissioners Aikens, Harris, Staebler,
Springer, and Tiernan; Commissioner Thomson was not present at the time
of the vote.


Marjorie W. Emmons
Secretary to the Commission

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(1) that \$125,000 in bank loans were improperly reported as loans from Sasser to his committee without indicating the original source of the loans, in violation of 2 U.S.C. §434(b) (5);

(2) that these loans were not in the ordinary course of business as required by 2 U.S.C. §431(e) (5) (G), which makes them illegal corporate contributions under 2 U.S.C. §441b.

II. EVIDENCE

The summary of the transactions which follows is based primarily on the Memorandum Concerning the Bank Loans submitted by Sasser on February 28, 1977. Some additional details are supplied from previous submissions in response to letter inquiries and the subpoena issued in October, 1976. Information about banking practice was obtained from the Comptroller of the Currency.

The Loan Transactions

1. United American Bank Loan - \$25,000.

On May 27, 1976, the United American Bank of Nashville (formerly the Hamilton Bank) loaned James R. Sasser \$25,000. The loan was an unsecured, 32 day note, automatically renewable until paid, with a 9% interest rate. There were no consigners or guarantors. The purpose of the loan as indicated in the notes in the credit file of the meeting between the authorizing officer and Sasser was to finance Sasser's primary campaign for the U.S. Senate.

780 107 14389

The following documentation has been provided to the Commission: loan note, cashier's check payable to Sasser and endorsed to his campaign committee, a disclosure statement (required by the Truth in Lending Act), an unaudited statement of assets and liabilities of James and Mary Sasser, their 1975 income tax return and notes from credit file made by Frank Woods, President of the United American Bank.

Sasser endorsed the cashier's check on June 15, 1976 and deposited it in the account of the Sasser for Senate Committee.

Mr. Woods' notes on the meeting with Sasser indicate that the loan would be repaid in the short term if not needed for the campaign. Repayment, if the loan were used, would come from fundraising. The alternative source of repayment was to be from Sasser's personal cash flow and possible refinancing of his home. The notes also indicate that Sasser said he intended to direct business to the United American Bank and that Sasser was confident of winning the Senate race. There is also a notation that there was a "long discussion about campaign."

Sasser's Memorandum Concerning the Bank Loans, dated February 28, 1977, indicates that all documents in the United American Bank loan file have been supplied to us. In the letter from Frank Woods, dated October 26, 1976, he states,

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"I have known James R. Sasser for a number of years and have personal knowledge of his standing in the legal community, the stature of his law firm and its future earning capacity, and the earning capacities of Mary Sasser as well as Jim." The decision to extend credit appears to have been based, at least partially, on the personal knowledge and judgment of Mr. Woods.

2. First National Bank of Tracy City/Franklin County Bank - \$100,000

On June 11, 1976, Sasser applied for a \$100,000 loan at the First National Bank of Tracy City, Tennessee. He contacted Charles Turner, a director of the bank and member of the loan committee, who is a personal friend of Sasser's. (Mrs. Turner was also for a time employed at Sasser's law firm.) Turner presented the Sasser loan to the loan committee. The note itself was issued to Sasser on June 11, but was not signed by Sasser until July 13, when he reportedly decided that it would be necessary to incur that substantial an obligation.

The loan was an unsecured demand note at an interest rate of 9% with no cosigners or guarantors. The first year's interest was placed in escrow and credit life insurance was obtained. The following documents were provided to the Commission: loan note, unaudited financial statement of James and Mary Sasser and their 1975 income

tax return, liability ledger sheet reflecting the loan, assignment to the Franklin County Bank, and participation certificates issued by the Franklin County Bank.

Subsequent to the loan committee's approval of the loan, the First National Bank of Tracy City decided not to participate in the loan. The reason given for the decision not to participate was "to avoid conflict among board members," a reference to the fact that another director of the board was supporting John J. Hooker, a primary opponent of Senator Sasser's. Memorandum Concerning the Bank Loans, p. 6. Turner, who had presented the loan to the Tracy City Bank, then agreed to arrange for the Franklin County Bank (of which he was also a board member) to make the loan; Turner also arranged for the participations in the loan by other banks. Memorandum, pp. 5-6. (Turner is President of the Garmaliel Bank, a director of the Tracy Bank, and Chairman of the Executive Committee of the Franklin County Bank.)

The agreement between the Tracy City Bank and Franklin County Bank provided that the Tracy City Bank would credit the account of James Sasser at the Nashville City Bank on July 13, and that the Tracy City note would then be exchanged for a \$100,000 cashier's check from the Franklin County Bank. This was deposited at the Tracy City Bank on

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July 14, at which time the loan was cleared from the Tracy City Bank's books. The letter previously received by the Commission from the Tracy City Bank had failed to acknowledge the brief funding of the loan by that bank.

The Franklin County Bank, in order to not exceed its legal lending limit_/ sold the following portions of the loan to participating banks:

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United American Bank Nashville, Tn	\$ 25,000
First National Bank Livingston, Tn	10,000
C \$ C Bank Knoxville, Tn	15,000
C \$ C Bank Maynardsville, Tn	15,000
First National Bank Cookeville, Tn	5,000
Bank of Putnam County Cookeville, Tn	5,000
Gamaliel Bank Gamaliel, Ky	20,000
Franklin County Bank Winchester, Tn	5,000
	<u>5,000</u>
	\$ 100,000

Each bank purchased the portion of the loan indicated above at an interest rate of 8 1/2%, a common discount to the participating banks as a service charge for the originating bank.

_/ The "legal lending limit" (12 U.S.C. §84) is defined as follows:

"The total obligations to any national banking association of any person, copartnership, association, or corporation shall at no time exceed 10 per centum of the amount of the capital stock of such association actually paid in an unimpaired and 10 per centum of its unimpaired surplus fund."

The Franklin County Bank accepted the loan on the basis of information supplied and presented by Charles Turner who admittedly had access to the credit information at the United American Bank although why he had access is unclear.

Sasser states he had no knowledge of the sale to the Franklin County Bank of the \$100,000 loan or of the participations in that loan by other banks.

The documentation of the Franklin County Bank loan was not completed until July 28, 1976, at which time all the participation certificates had been received by the bank.

3. Repayment

Sasser states that he had intended to repay the United American Bank \$25,000 loan with proceeds from the \$100,000 loan. That, however, was not done. Instead, the original note was cancelled on July 15, 1977 and on July 16, 1977, Sasser signed a new note to United American for \$25,000. The United American Bank then sold this note to the Gamaliel Bank on the same day, leaving the Gamaliel Bank with \$45,000 in loans to Sasser in its portfolio and the United American Bank with the \$25,000 participation purchase.

On October 12, 1976, \$80,000 was repaid to the Franklin County Bank. (The first year's interest had been previously placed in escrow.) The source of funds was two fundraisers.

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The first fundraiser was held on September 17, 1976, at the home of Mr. C. H. Butcher, Jr. Approximately \$34,000 was received from this event. The expenses were paid by the committee on October 7, 1976. Mr. Butcher is a director of four of the banks participating in the Sasser \$100,000 loan.

The second fundraiser was held on September 30, 1976, by Mr. Millard Oakley and Mr. Frank Woods at the Nashville City Club. After expenses were paid to Mr. Woods, \$47,000 was received. As noted above, Mr. Woods is President and director of the United American Bank.

The remainder of the \$100,000 loan was repaid with a \$20,169 note from United American Bank which Sasser obtained for that purpose on November 1, 1976. The \$25,000 liability to the Gamaliel Bank was discharged on November 1, 1976, by a \$20,000 check from other funds of the campaign committee and from the escrow account in the Franklin County Bank.

The United American Bank note was renewed on January 1, 1977, in the amount of \$20,597.59.

As of February 28, 1977, the time of the submission of the Sasser Memorandum Concerning the Bank Loans, the \$20,597.59 note with United American Bank was outstanding.

4. Reporting of the loans

The Sasser for Senate campaign committee reports loans from Mr. Sasser on the following dates:

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June 15, 1976	\$ 25,000
July 14, 1976	12,850
July 19, 1976	18,500
July 21, 1976	9,250
July 22, 1976	25,900
July 28, 1976	22,500
	<u>\$114,000</u>

The original source of the loans--the bank--was not indicated on these reports.

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Sasser's campaign staff maintain that they spoke with someone at the Commission in the public information office in May, 1976, who informed them that there was no need to report the original source of the loans if Sasser borrowed the money personally. Checks with that office suggest that it is quite possible that such information was given.

Sasser, however, acknowledged the origin of the money in press interviews and releases.

(Sasser's attorney has expressed a willingness to amend the reports to correctly reflect the entries.)

III. LEGAL ANALYSIS

A. Statutory History

1. Introduction

The statutory history of the provisions in FECA relating to loans is relatively complex, as we have set forth in some detail below, in Section 2. That history does, however, support the following general statements which set the framework of any analysis of issues relating to it.

(a) The provision excluding loans from the definition of contribution was inserted to allow candidates to borrow money for campaigns;

(b) The provision was made part of the law when candidates had a limitation on how much of their own money they could use in a campaign, a restriction that, of course, was found unconstitutional;

(c) No change was made in the provision after the Supreme Court decision;

(d) No statutory history illuminates the phrase "in the ordinary course of business" or explains what it was intended to add to the other qualifying phrase in the exemption that a loan is not a contribution is "made in accordance with the applicable banking laws and regulations and in the ordinary course of business."

2. Legislative History

The Tillman Act in 1907 was the first Act to prohibit political contributions by national banks or other Federal corporations. This was followed by the Federal Corrupt Practices Act of 1925, amended in 1940 and 1948. The 1925 Act, in 18 U.S.C. §591, defined "contribution" as "a gift, subscription, loan, advance, or deposit of money, or anything of value . . .".

The Federal Election Campaign Act of 1971 included the same definition of contribution. After the prosecution

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attempted in the First National Bank of Cincinnati case (see Analysis of the Relevant Case Law), there was tremendous Congressional sentiment aroused against the interpretation of the law as prohibiting ordinary bank loans. In the House debates on the 1972 amendments, Wayne Hays stated "I do not think a candidate for office who has a net worth of \$100,000 or \$200,000, who might not want to sell some equity he has to pay, perhaps, for his hotel bills and gasoline for the campaign, should be prohibited from borrowing the money . . ." 117 CONG. REC. 43385 (remarks of Rep. Hays).

Congress, in 1972, accordingly changed the statutory scheme to exclude from the definition of contribution, "a loan of money by a national or State bank made in accordance with the applicable banking laws and regulations and in the ordinary course of business." The report of the Senate Committee on Rules and Administration on S. 382, Rep. No. 92-229, set forth the underlying reasons for this exception:

"Testimony received from witnesses was unanimously in favor of the granting of loans by national or state banks if such loans were made pursuant to applicable banking rules and regulations. This means that a bank should exercise sound business judgment in extending loan privileges to a political candidate or committee in the ordinary course of business and demand, where necessary, certain security or collateral in order to support a reasonable expectation of payment in due course." S. Rep. No. 92-229, 2 U.S.C. Code Cong. & Admin. News 1823 (1972).

The legislative history is clear that loans to candidates were intended to be reported including their original source. S. REP. NO. 92-229, 92d Cong., 1st Sess., 58 (1971). Because there was some confusion over the duty to report, the 1976 amendments added a provision clarifying the reporting requirement. 2 U.S.C. §431(e)(5)(G)(i).

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The analysis of the legislative history makes clear that Congress intended to place banks in a unique position with respect to Federal candidates. The exception allows bankers to do what no other group or individual may do--that is, loan money to Federal candidates with no restrictions other than the requirements of following banking laws and regulations and conducting the transaction in the ordinary course of business. There is no guideline in the history of the Act which sheds light on the meaning of ordinary course of business other than the reference to the business judgment rule.

3. Analysis of the Relevant Case Law

Although "ordinary course of business" would seem to be a phrase easily defined, there is little case law on point. Two reported cases brought by the Justice Department under §610 deal somewhat with the loan question.

U.S. v. First National Bank of Cincinnati, 329 F. Supp. 1251 (S.D. Ohio 1971), was the case which prompted the amendment of the Act in 1972 to exclude from the definition

of "contribution" loans made in accordance with applicable banking laws and regulations and in the ordinary course of business. That case involved a fully secured, rather small loan (\$10,000) to a candidate who appeared to have sufficient ability to repay the loan. The District Court found that the prohibition of such fully secured loans at normal rates of interest, made in the ordinary course of business places an "unreasonable restraint on the First Amendment rights of individuals." 329 F. Supp, supra at 1254. The Court here clearly contemplated loans obtained by people who had the ability to repay them, and went on to recognize that this interpretation might favor rich or influential people who would have a greater ability to borrow.

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U.S. v. Barket, 530 F. 2d 181 (8th Cir. 1975), was a suit against a bank officer. One count was that the bank officer had misapplied bank funds in that he attempted to make a corporate contribution prohibited under the Act. In its opinion, the Court of Appeals took exception to the theory of the violation espoused by the Justice Department, and stated in footnote dicta: "The essential question in determining the bona fides of the loan is not the purpose for which the borrower intends to use the proceeds, but whether the maker of the note had sufficient personal resources to justify extending him credit." 530 F. 2d supra at 194.

4. Approaches Taken by Other Agencies

The 1972 Amendments which excepted bank loans from the definition of contribution, also sought more generally to regulate credit extended to federal candidates. Thus, 2 U.S.C. §451 permitted the Federal Communication Commission, the Interstate Commerce Commission and the Civil Aeronautics Board to allow the extension of unsecured credit to federal candidates, only if promulgated by regulation.

The Interstate Commerce Commission prohibits ALL unsecured credit to Federal candidates. Secured credit is allowed only if evidenced by writing with evidence of sufficient deposits, bond or other security filed with the Commission prior to the extension of credit. 49 C.F.R. 1325.

The Federal Communications Commission in 47 C.F.R. 64.801-804 allows unsecured credit only if certain conditions are met, but requires the company extending such credit to file detailed reports.

The Civil Aeronautics Board, in 14 C.F.R. 37a allows unsecured credit only where bills are paid within 14 days of the end of the monthly billing period. If not paid at that time, there must be 150% of the committees credit limit placed in security. Each carrier must file monthly reports on the extension of all such credits to candidates.

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5. Regulations

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The Commission's regulations, proposed on May 26, 1976, do not define "ordinary course of business;" however, §100.4(b)(13) clarifies the reporting requirement for such loans. This section, tracking the language of the statute, excludes from the definition of contribution "[A] loan of money by a national or State bank made in accordance with applicable banking laws and regulations, and in the ordinary course of business, but these loans (i) shall be reported in accordance with Part 104 . . ." The first Sasser loan was made on May 27, 1976.

B. Other Relevant Legal Standards

1. Banking Regulatory Authorities

The Comptroller of the Currency, the Federal Deposit Insurance Corporation, and the Federal Reserve Board share regulatory authority for most banking institutions in the United States. State-chartered banks are subject to State banking regulation and to Federal Deposit Insurance Corp., regulation if they are federally-insured. All of the banks involved in the Sasser loan transactions are federally-insured, members of the Federal Reserve or nationally-chartered banks subject to the jurisdiction of the Comptroller of the Currency.

All banks are examined by the applicable state or Federal regulatory authority at least once each year.

At that time, a random selection of loans, usually those above a certain cut-off point are scrutinized. Any loans which do not meet the sound standards of the regulatory authority are classified as either "substandard," "doubtful," or a "loss." Although the fact that a loan is secured or unsecured is one factor in evaluating the soundness of the loan, it is merely one element to be considered, and substantial, unsecured loans are common in many banks. The United American Bank, Franklin County Bank and Gamaliel Bank were examined after the making of the Sasser loans, but after all but \$20,169 of the loans were repaid. Generally, loans which have been repaid are not examined.

Various provisions of Federal banking regulations are applicable to all the banks involved in the Sasser loans. 12 C.F.R. §226.815 requires a disclosure statement specifying the terms of a loan be provided to the borrower in each case. 31 C.F.R. §103.33 requires that a statement of purpose be included in the credit file for each loan.

The Comptroller of the Currency (and the other regulatory authorities) do not use the term "ordinary course of business" in evaluating a loan. Generally, if a loan has been repaid it will escape criticism even if it may have been questioned while outstanding. Moreover, the goals of the regulatory authorities are such that

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they encourage compliance with the regulations with a view towards general health of the bank, so that technical violations which have been remedied will not ordinarily be the subject of an enforcement proceeding.

The Comptroller of the Currency, Enforcement Section, expressed a willingness to give an opinion to the Commission on the soundness of any loans.

2. General Corporate Law

In addition to the specific provisions of the banking laws, general principles of corporate law evidence a comparable standard of protection for decisions reached by the officers. Thus, as a general rule a decision to extend credit or cancel debts cannot be challenged unless there is some evidence that the action was done by the responsible officer in bad faith or for personal, rather than corporate, purposes. Specifically, in Miller v. A T & T, 507 F. 2d 759 (C.A. 3, 1974), the Court of Appeals concluded that remission of debt owed by the Democratic National Committee could not be successfully attacked, absent such proof. In that case, a stockholder derivative suit challenged the directors' decision to forgive the debt, despite the sound business judgment rule which ordinarily insulates the decisions of corporate management from the scrutiny of courts. The

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court stated that directors would not be protected from liability by the business judgment rule if they were found to have violated the statute prohibiting contributions, but the court's formulation of the business judgment rule outlines the relevant analysis which protects a corporate decision from judicial scrutiny:

"The sound business judgment rule, the basis of the district court's dismissal of plaintiff's complaint expresses the unanimous decision of American courts to eschew intervention in corporate decision-making if the judgment of directors and officers is uninfluenced by personal considerations and is exercised in good faith." 507 F. 2d, supra at 762.

What is sufficient to remove such actions from the business judgment rule varies somewhat from state to state. Merely alleging the violation of a federal statute does not seem to be a sufficient justification. Essentially the courts have established a requirement that a party be able to demonstrate that the motive underlying the transaction was not in furtherance of a legitimate corporate purpose, and as the court in Miller said, was not "uninfluenced by personal considerations and . . . exercised in good faith." The presumption in corporate law is that director action is motivated by sound business judgment. Ordinarily, at least in such stockholder derivative suits, fraud, gross mismanagement, corporate waste or an improper

motive (such as self-dealing or attempts to maintain control) are the only grounds for inquiry into a business judgment sufficient to set aside a transaction. Klans v. Hi-Shear Corp., 528 F. 2d 225 (9th Cir. 1975); Hainline v. General Motor Corp., 444 F. 2d 1250 (6th Cir. 1971); Bellis v. Thal, 373 F. Supp. 120 (D.C. Pa., 1974); aff'd 510 F. 2d 969; Issner v. Aldrich, 254 F. Supp. 696 (D.C. Dela. 1966).

There is some support for the proposition that if the primary purpose of the transaction is improper it may be set aside. See, e.g. Cummings v. United Artist Theatre Circuit, Inc., 204 A. 2d 795 at 805 (Md. 1964). However, where a transaction serves a legitimate corporate purpose, i.e., is in the best interest of the corporation, even if another improper motive is present, the corporate action is not invalid. Cummings, supra at 805. Other courts have phrased this general principle as meaning that if there is any rational business purpose for a corporate action it is immune from scrutiny. Sinclair Oil Corp v. Levien, 280 A. 2d 717, aff'd 332 A. 2d 139 (Dela. 1971); Nursing Home Bldg. Corp. v. DeHart, 535 P. 2d 137, 143 (Wash.); Bellis v. Thal, 373 F. Supp. 120 (D.C. Pa. 1974), aff'd 510 F. 2d 696 (1975).

C. Criteria for Evaluating Whether a Particular Bank Loan was Actually a Contribution

As noted above, there appears to be no single standard which defines what constitutes "a loan of money by a National

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or state bank made in accordance with the applicable banking laws and regulations and in the ordinary course of business . . ." Both by comparison to the general tests of banking and corporate law and by measurement against the standard of FECA, which removes from the definition of contribution, the burden of proof seems to lie on the Commission to identify and demonstrate characteristics or facts about particular loans which identify why the transactions seem out of the ordinary. No set rule seems possible, at least at this time, but the following summarize generally what seem to the General Counsel's Office to be the relevant lines of inquiry.

1. Did the loan comply with Federal banking laws and regulations? Although this is a distinct requirement under the statute, in addition to the requirement that a loan be in the ordinary course of business, the fact that certain banking laws and regulations were not complied with would also be a factor in evaluating whether such loan was in the ordinary course of business. Therefore, all paperwork required by federal regulations should be included in the bank's credit file and the loan should not be in excess of the bank's legal lending limit.

2. What were the terms of the loan? The amount of the loan, length of the loan term, the interest rate, the

collateral, the consigners or guarantors, must all be considered. An abnormally low interest rate, may be an indication that the loan was not ordinary. Lack of collateral may be a factor depending upon the credit-worthiness of the borrower. None of these factors is alone dispositive.

3. How was the loan obtained? Were normal channels observed? It may be quite ordinary for a bank director to authorize a loan without the filing of a loan application or interview with a loan officer. On the other hand, in some banks, such a procedure is extraordinary. If a bank has a published loan policy, laying out the requirements for financial statements, loan applications, etc., the normal procedures should be followed.

4. Who authorized the loan? The relationship between the authorizing officer and the borrower is significant. Although personal knowledge of a prospective borrower may be an indication that expectation of repayment was justified, it may also be an indication that the loan was intended to be a contribution.

5. Was there sufficient evidence to support the credit judgment at the time the loan was made? If the credit-worthiness of the borrower is sufficient and the borrower

has sufficient assets or earning capacity to justify extension of credit, it would be an indication that the authorizing officer was exercising business judgment as opposed to political judgment in authorizing the loan. For example, the personal relationship between the authorizing officer and the borrower may be offset by a clear ability of the borrower to repay, particularly in a case where the borrower is seeking a loan merely to avoid liquidating certain assets such as stocks. The credit-worthiness of the borrower should be documented in the bank's credit file. The personal financial statement should be sufficiently detailed and accurate and any other documentation justifying the extension of credit should be contained in the file. Because this involves second-guessing the credit judgments of experienced loan officers, it may be an unproductive exercise.

6. Did the bank expect repayment? AND Was the expectation of repayment reasonable? Although this depends on a subjective evaluation by the loan officer, expectation of repayment must be justifiable. There are, basically, three general sources of repayment: personal assets, earning capacity and fundraising capacity. Fundraising is a source of repayment obviously available only to candidates. Whether or not it is determined to be legitimate to consider a

candidate's ability to raise funds as means of repayment, it must be kept in mind that a candidate will probably only be a successful fundraiser if a successful candidate. Therefore, the personal ability of the candidate to repay the loans as an alternative source of repayment must be sufficient.

7. Does the bank have loans of a similar nature of character, i.e., of comparable purpose, amount and terms? Because Federal regulation as well as State regulation of banking leaves the industry a great deal of flexibility, what is the ordinary course of business will vary from bank to bank and will depend substantially on practices within the bank itself. It must be determined whether the bank has other similar loans. Other personal loans should be compared to loans to candidates for comparable amounts, interest rates and terms, depending upon the character and ability of the borrower to repay. If a bank has given loans to other candidates, these should be compared. If a pattern of making loans only to candidates of one party appears, this should be noted. However, if only candidates from that party have applied for loans, or if a candidate from another party does not have comparable ability to repay a loan, the fact that only candidates from one party have received loans will be meaningless.

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8. If more than one bank is involved in the transaction or series of transactions, what is the relationship among the various banks? Are they correspondent banks? Do they have cross-directorships? The relationships between the authorizing banks may be such as to suggest the possibility that it was actually one transaction.

D. Application of the Legal Standards to the Facts of This Case

1. Introduction

The ultimate question facing the Commission is whether there is reasonable cause to believe that the Act has been violated. Factors which cut towards a finding that the loans in question were outside the ordinary course of business are set forth below first, followed by the factors that lead the General Counsel's office to believe that the Commission in balancing all the considerations should not find reasonable cause to believe. Acceptance of this conclusion, premised as it is on various factors relating to the statutory history, might lead the Commission to examine whether, by exercise of its regulatory authority or by recommendation to Congress, it can limit the apparently unintended effect of leaving individuals who can control bank loans with few limitations on the amount of funding they can direct to candidates they personally assess as responsible.

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With regard to the reporting of the loans, the General General Counsel's office believes that while there is reasonable cause to believe that the loans were misreported it would be proper to find that no action should be taken against the respondent, except to request that the reports be amended. (Mr. Sasser's lawyer has indicated a willingness to amend the reports.)

2. Aspects of the Sasser Loan Transaction Which Suggest that the Loans were Not in The Ordinary Course of Business.

The following facts seem to indicate that the motives behind the making of such loans were other than in the ordinary course of business.

a. The terms of the Sasser loans.

The amount of money loaned to Sasser on his personal signature is large compared to his net worth. The money was admittedly loaned for the purpose of the campaign. Although the interest rate was reasonable, the loans were unsecured and for an indefinite period of time, with no definite repayment schedule.

b. Authorization of the loans.

Although personal knowledge of a borrower's credit worthiness is a legitimate consideration in making the judgment to extend credit, such relationships may indicate that the decision to extend credit was not merely the

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exercise of good business judgment but was influenced by personal considerations. The loans were arranged by bank officers who know Sasser on a personal basis, particularly Charles Turner and Frank Woods. In addition, C. H. Butcher is chairman of three of the nine banks involved and is a director of a fourth.

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The \$100,000 loan originally agreed to by the First National Bank of Tracy City and later funded briefly by them and purchased by the Franklin County Bank was presented to the loan committees of both banks by Charles Turner, a personal acquaintance of Sasser's. Moreover, participations by other banks in the loan were arranged by him. Turner is President and on the board of the participating bank which assumed the largest portion of the loan (the Gamaliel Bank--the bank which also purchased the renewed \$25,000 loan issued by the United American Bank on July 16). Also, the Tracy City Bank's decision, after the note was issued, not to participate in the loan, appears to have been motivated by political, not business considerations.

c. Interlocking directorships.

The nine banks involved in the transactions share many directors in common. Two figures stand out, however. Charles Turner is on the board of directors of the First National Bank of Tracy City, the chairman of the executive committee

of the board of directors of the Franklin County Bank, and president and director of the Gamaliel Bank.

C.H. Butcher, Jr., is a director of the Gamaliel Bank, and chairman of the boards of United American Bank, C & C Bank, Maynardsville, and C & C Bank, Knoxville.

A total of \$100,000 of the \$125,000 was loaned to Sasser by Butcher-controlled banks. An additional \$5,000 came from a Turner-controlled bank apparently not connected with Butcher.

In Sasser's Memorandum on the Loan Question, it is also indicated that Turner had "access" to the credit file of the United American Bank. According to the most recent edition of the American Bank Directory, he is not a director or officer of that bank. In view of his obviously close working relationship with Butcher, it is possible that his "access" is due to this connection.

d. Fundraisers.

Although there is clearly no prohibition against bank directors holding fundraisers for the political candidates of their choice, the fact that a major portion of repayment (\$80,000) was made with funds from two fundraisers, one held at the home of Butcher, (whose banks were participating in the Sasser loans in the amount of \$100,000) and one at a

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private club by Woods, (President of a bank of which Butcher is chairman, and whose bank had up to \$50,000 outstanding to Sasser) supports the inference that considerations other than strictly business-related were involved in the making of the loans.

3. Reasons for concluding that the evidence does not warrant a finding that there is reasonable cause to believe that the loans were in fact a contribution.

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Initially, with regard to the statutory requirement that loans be made in accordance with the applicable banking laws and regulations, the terms and conditions of the Sasser loans do not appear to fall outside the ordinary range of bank loans, and nothing suggests that any regulations were violated. The interest rates charged--9% on the United American Bank Loan and 9% on the Tracy City/Franklin County Bank Loan--are in line with then prevailing rates for ordinary loans. The basic decisions to make the loans seem readily defensible as within the area of judgment reserved to banks in the making of loans on the basis of Mr. Sasser's present worth and earnings, his prospective earnings whether or not successful in his candidacy and his general reputation. Absence of specific security for the loan, though a factor in judging the risk taken by the bank, is not itself a reason for concluding that the loan was unwarranted. In

short, nothing suggest that the loans were unacceptable from the point of view of the banking authorities.

Accordingly, in order to conclude that there was reasonable cause to believe that the loans violated the Act, the Commission would have to conclude that the phrase "ordinary course of business" substantially narrowed the kinds of loans viewed as permissible by the Act. As noted above, no statutory history points to such an interpretation of the words; indeed, the insertion of the amendment after the unsuccessful prosecution in the case emphasizes the Congressional belief that the law was not to be construed narrowly to hinder candidates from obtaining loans.

As an initial matter, it would seem that presence or absence of security from the candidate might well be a factor under FECA in assessing the merits of a loan. The Act itself in 2 U.S.C. §451, mentions security and explicitly directs other agencies responsible for regulating enterprises likely to extend credit to candidates to set forth rules which regulate any unsecured credit. Parts of the legislative history, noted above, emphasize security as a factor of importance. Without more, however, the words of the Act do not seem to establish anything nearly so specific as a requirement for security, especially in light of the underlying purpose of the amendment to remove ordinary bank loans from the definition of contribution.

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Additionally, here, it could be argued that, with regard to the United American Bank loan the notes of Frank Woods clearly reveal his awareness that the loan was for use in connection with Mr. Sasser's candidacy, and, combined with his admitted friendship with Mr. Sasser, such a loan crosses the barrier and becomes one antithetical to the campaign law limitations. Similarly, with regard to the Tracy City/Franklin bank loan, the close involvement of one individual, Charles Turner, in the initial arrangement of the loan with Tracy City and his subsequent involvement in transferring the loan to Franklin County after the initial loan was reconsidered because of political connections by a bank director with a Sasser rival, reflects the influence of one individual in directing funding towards a particular candidate. Here again, however, these factors, at least with regard to bank loans, do not appear dispositive. Bank officers responsible for loans have traditionally been expected to make assessments of the credit-worthiness of those to whom credit is extended, and personal knowledge of the individual has always been considered a highly relevant factor. Absent evidence in addition to the existence of such personal relationships and the knowledge that the loans were to finance Mr. Sasser's campaign, it would be difficult to prove that the dominant motive was not an acceptable

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business one but rather was to aid Mr. Sasser's candidacy. And even if such a conclusion is reached, the cases cited above suggest the reluctance of the courts to set aside as improper a business judgment, even where personal motives intervene, where the business judgment is supportable on independent grounds.

Finally, the involvement in fundraisers to relieve Mr. Sasser's indebtedness by the individuals largely responsible for the initial extension of credit by the banks to Mr. Sasser again focuses attention on the influential role these individuals played in the financing of the campaign--and the role that other individuals similarly situated could play in future campaigns for other candidates. It does not seem sufficient, however, to warrant the conclusion that the loans were made outside the ordinary course of business. Drawing such an inference would suggest that the words of the statute bar bank officials responsible for loans to candidates from also exercising any right to aid the campaign outside the business connection. Whatever the merits or acceptability of such a rule might be, the present words of the statute do not seem sufficient as a basis for such a conclusion.

3. Reporting of the loans.

As noted above, reporting of the loans seems inconsistent with the dictates of the Act. The provisions of the Act

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which make that clear, however, were newly enacted at the time these loans were initiated. Moreover, the responsible officials of the campaign sought and received advice from the Commission staff that the loans need not be reported until the funds were actually put into the campaign.

4. Other factors influencing the question of whether the Commission should take action against Mr. Sasser

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If the Commission were to conclude that there was sufficient evidence to warrant a finding of reasonable cause to believe that the Act has been violated, other factors warrant consideration in the Commission's decision of whether or not action should be taken against Senator Sasser with regard to these matters. While a comprehensive reivev of all loan activity by all candidates will not be possible for some time to come, preliminary reviews indicate that the dictates of the statute, both with regard to the obtaining and the reporting of loans, have caused much confusion and many problems for candidates generally. Banks loaned funds to many candidates, and such loans often represented a substantial amount of the campaign's funds. Moreover, many candidates have reported loans from themselves of an order of magnitude comparable to that reported by Mr. Sasser as coming from himself. Such loans in and of themselves are not any indication that the original source

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for any particular candidate was other than the candidate's own funds. The likelihood seems great however; that many were, in fact, loans made against the candidate's personal net worth since even wealthy candidates find it financially more reasonable to borrow rather than liquidate assets. As a comparative matter, reports filed by complainant Sadler, one of Mr. Sasser's opponents, and preliminary analysis of his records, made pursuant to 2 U.S.C. §437g(a)(3)(A)), show Mr. Sadler as obtaining two bank loans--one for \$100,000 and one for \$50,000--and show that he put another \$168,000 from "personal funds and personal loans" into his campaign. While any analysis of the propriety of individual loans must proceed on the facts of the individual cases, the overall picture is such as to suggest the conclusion that Mr. Sasser's loan activity was not unique and, indeed, quite possibly common.

Additionally, in Senator Sasser's case, he made public the initial \$25,000 United American bank loan on June 23, 1976, before the loan was reportable on his public reports. And on July 30, 1976 after Mr. Sadler had publicly raised questions about the financing of Mr. Sasser's campaign, Mr. Sasser made public that he had obtained funds from the loan from the Tracy City bank. While such publicity at the instance of the candidate is no substitute for

reporting, it does suggest that Mr. Sasser was not seeking to prevent the truth about the loans from reaching the electorate by not revealing on his reports the original source of the funding.

IV CONCLUSION

For the foregoing reasons it is recommended that the Commission determine (1) that there is insufficient evidence to support a finding of reasonable cause to believe that the loans were not in the ordinary course of business; and, (2) that the respondent has demonstrated sufficient reason why no action should be taken against him with respect to the failure to correctly report the loans.

SASSER TRAVEL

I. ALLEGATIONS

The original complaint filed by Mr. Sadler alleged two basic violations concerning the use of airplanes by the Sasser campaign. The first allegation was that private corporate planes were utilized by Sasser, his family and staff without full reimbursement being paid to the corporations, constituting in-kind contributions in violation of 2 U.S.C. §441b. The second allegation was that all such travel on private planes had not been fully reported.

II. EVIDENCE

During his campaign Sasser flew on two types of airplanes other than regularly scheduled commercial flights:

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(1) charter airline service planes and (2) privately owned corporate planes operated for private purposes and not to provide charter service.

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The Federal Aviation Administration prescribes different requirements for the use of these aircraft. Two of the planes used by Sasser (those owned by Colemill Enterprises and Aviation Services, Inc.) have certificates to operate as commercial charter services and are thus required to comply with 14 C.F.R. §135. The other four airplanes (Pierce Ditching Co., Aviation Group Associates, J.T. Dugger & Sons, and Campbell Aero Service) have FAA certificates to operate as private planes only (not for hire or compensation) and are subject to the requirements of 14 C.F.R. §91. "Hire and compensation" is interpreted by the FAA to mean any payment whatsoever, as little as \$1, and includes reimbursement of costs.

According to the Memorandum submitted to the Commission on May 16, 1977, by Senator Sasser, planes from these six companies (all of which are corporations except Campbell Aero Service which was not incorporated at the time of Sasser's rental of their plane) were used for the following number of hours during the primary campaign at the following rates (which vary tremendously):

Colemill Enterprises (Part 135 aircraft)
Regular charter service.

Regular charter rate of approximately \$100 per hour

AIS (Part 135 aircraft)
Has a certificate to operate as a charter service but
is used "almost exclusively" by ASI stockholders'
businesses at a reimbursement rate.

Sasser flew 21 hrs. at \$35 per hr plus fuel.

Pierce Ditching Co. (Part 91 aircraft)
Not ordinarily rented to outsiders.

Sasser had one flight for which he paid \$98
plus \$50 to the pilot. This is stated to
be reimbursement for costs.

Aviation Group Associates (Part 91 aircraft)
Corporation established to hold title to plane for
liability purposes. Others often use plane at
reimbursement rate.

Sasser flew 40 hrs at \$65 per hr (which
includes fuel) plus \$75 per day to the
pilot (one of two individuals).

J. T. Dugger (Part 91 aircraft)
Others often use plane at reimbursement rate.

Sasser flew 20 hrs at \$40 plus fuel. A
\$1,000 deposit was required prior to use of
the plane and the pilots (who were the same
as used with the AGA plane) were paid \$75 per
day.

Campbell Aero Service (Part 91 aircraft)
Not incorporated at the time of Sasser's use.

Sasser used for two flights at \$30 per hr
including the pilot's fee or \$23 without the
pilot. (Sasser's Memorandum indicates that
the use was obviously far less than what
would be a permissible contribution since
this is not a corporation.)

The Commission had previously been supplied with bills
and receipts for much of the above travel. Comparison of

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bills to checks paid by the campaign and to reported expenditures seems to tally. Although the information concerning the amount of travel on these planes is based on what the respondent has submitted to the Commission, there is no indication that these amounts are not correct.

III. LEGAL ANALYSIS

Accepting as correct the amount of travel and the fees paid submitted by Senator Sasser, the question remains whether the amounts paid for the travel were sufficient under the statute so as to not constitute in-kind contributions by the corporations involved.

The Commission's regulations, both those published as proposed on May 26, 1976 and those finally adopted on August 25, 1976, provide that a candidate must pay in advance for the use of a corporate or labor organization-owned airplane at either the first class airfare where there is a first class airfare or at the usual charter rate between the two cities Regulations §114.9(e). This is consistent with the Commission's other regulations concerning the use of other corporate facilities. Persons other than employees or stockholders of a corporation and members and officials of labor organizations who utilize the facilities of a corporation or labor organization for political purposes must pay the "usual and normal charge"

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for rental, and may not merely reimburse the corporation or labor organization for the increased cost resulting from the use of such facilities.

There is a conflict between FAA regulations concerning the use of Part 91 private planes for hire or compensation and the Commission's regulations which require the payment of first class airfare or charter fare for the use of private planes. Under FAA regulations, the owners of private aircraft may not even be reimbursed for costs, and under no circumstances may accept payment at more than cost for the use of their planes, unless the plane has a certificate to operate as a charter service and is in compliance with Part 135 of FAA regulations (which provides for much more stringent regulatory standards). There are two limited exceptions to this prohibition. Part 91 allows corporations owning planes to make use of other business-owned planes on a "time-sharing" basis when the use of the plane is for a business purpose. (The FAA enforces the business-purpose requirement rather strictly.) When aircraft are used on this basis the owner of the plane may be reimbursed for costs. This regulatory exception was added solely to aid corporations owning aircraft and is limited to specific instances complying with the business-related requirements. The second exception

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is under a lease agreement. Such leases must fully relinquish operational control or the FAA will look behind the lease to see whether it is really a sham lease arrangement. The factors looked at by the FAA to determine if a lease is a sham include: who has control over the destination? who is paying the pilot? is the pilot the one ordinarily employed by the corporation owning the plane? who is doing maintenance on the plane? does the activity continue on a regular basis, e.g., are there a series of short leases which in reality are prohibited rentals? what is the length of the lease? These factors are all considered in order to determine who actually has control over the plane. If it is determined that the owner has maintained control, then the lease will be considered a sham and the owner is prohibited from accepting even reimbursement of costs for the use of the plane.

Prior to the use of the planes owned by ASI and AGA, Sasser's attorney drew up "lease" agreements with these two companies. However, various factors point strongly to the conclusion that these might be invalid leases under FAA regulations. First of all, concerning ASI, that corporation has a certificate to operate as a charter service. They are not, therefore, prohibited from accepting the usual charter rate as required by the Commission's regulations. Second, concerning AGA, the

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pilots used were used by other individuals flying on the AGA plane and were often hired by AGA for its flights. Moreover, during the period Sasser was using the plane, the President of AGA, Aubrey Gregory, and many other individuals and compaines continued to fly on the plane, which seems to belie the fact that AGA relinquished operational control over the aircraft. In addition, except for the deposit paid to J. T. Dugger, Sasser did not pay in advance as is also required by the Commission's regulations. Therefore, the candidate clearly did not comply with the Commission's proposed regulations in that the amounts paid for airplane rental were clearly less than required by §114.9(e).

The Commission's regulations were, of course, not in effect at the time of these transactions. However, the prohibition against corporate contribution under the Act and the Commission's previous interpretations of this provision in other areas concerning use of corporate facilities clearly prohibit the use of corporate property where reimbursement is merely at cost. Under these circumstances the contribution is the difference between cost and usual market value.

The explanation for the failure to comply with the Commission's regulations was the conflict between these regulations and those of the FAA. However, the only way

these companies could have complied with FAA regulations, since the use of the plane for political purposes is not a business purpose, was to have accepted no reimbursement whatsoever. Therefore the explanation is somewhat inconsistent since the solution did not protect the airplane companies from violation of FAA regulations and it also resulted in violation of 2 U.S.C. §441b.

IV. CONCLUSION

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Find reasonable cause to believe that Sasser accepted corporate contributions prohibited by 2 U.S.C. §441b, and find reason to believe that Airplane Services, Inc., Pierce Ditching Co., Aviation Group Associates and J.T. Dugger & Sons violated 2 U.S.C. §441b. In addition, the Commission should refer Pierce Ditching Co., Aviation Group Associates, J. T. Dugger & Sons and Campbell Aero Service to the Federal Aviation Administration for possible violations of FAA regulations concerning the use of private airplanes.

SUMMARY OF RECOMMENDATIONS

1. That the Commission find no reasonable cause to believe that the respondent, James Sasser, accepted \$125,000 in loans in violation of 2 U.S.C. §441b.

2. That the Commission find that the respondent demonstrated why no action should be taken against him with respect to failure to correctly report the loans.

3. That the Commission find reasonable cause to believe that the respondent, James Sasser, violated 2 U.S.C. §441b in connection with travel on corporate airplanes.

4. That the Commission find reason to believe that Airplane Services, Inc., Pierce Ditching Co., Aviation Group Associates, and J. T. Dugger & Sons violated 2 U.S.C. §441b.

5. That the Commission refer Pierce Ditching Co., Aviation Group Associates, J. T. Dugger & Sons and Campbell Aero Services, to the Federal Aviation Administration for examination of possible violations of FAA regulations concerning the use of private airplanes.

DATE:

6/6/77


William C. Oldaker
General Counsel

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Frank A. Woods
President
United American Bank
200 Fourth Avenue, North
Nashville, Tennessee 37219

Re: MUR 216(76)

Dear Mr. Woods:

This letter is to notify you that the Federal Election Commission has determined there is insufficient evidence to find reasonable cause to believe that the loans made by your bank to Senator James Sasser were not in the ordinary course of business. It has, therefore, determined to close the matter with respect to this allegation.

Sincerely yours,

William C. Oldaker
General Counsel





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ray G. Trussell
President
First National Bank of Tracy City
Tracy City, Tennessee 37387

Re: MUR 216(76)

Dear Mr. Trussell:

This letter is to notify you that the Federal Election Commission has determined there is insufficient evidence to find reasonable cause to believe that the loans made by your bank to Senator James Sasser were not in the ordinary course of business. It has, therefore, determined to close the matter with respect to this allegation.

Sincerely yours,

William C. Oldaker
General Counsel

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. John T. Dugger, Jr.
President
J.T. Dugger & Son, Inc.
2018 Ambrose Avenue
Nashville, Tennessee 37207

Re: MUR 216 (76)

Dear Mr. Dugger:

This letter is to notify you that the Federal Election Commission has found reason to believe that your company has violated 2 U.S.C. §441b of the Federal Election Campaign Act. Specifically, the Commission believes that your provision of the use of your airplane at cost to Senator James Sasser during his Tennessee primary campaign in 1976 constituted a prohibited corporate contribution.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit to the Commission within ten days any materials which you deem relevant to its investigation of this matter. Pursuant to 2 U.S.C. §437g(a)(3)(B) notification or investigation of this matter will remain confidential unless the Commission receives your written consent.

In addition, the Commission has decided to refer this matter to the Federal Aviation Administration for consideration of any possible violations within its jurisdiction.

If you have any questions concerning this matter please contact Ms. Lyn Oliphant of our staff on 202/523-4039.

Sincerely yours,



William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Fred H. Whaley
Assistant Secretary &
Treasurer
Pierce Ditching Company
1901 East Center Street
Kingsport, Tennessee 37664

Re: MUR 216 (76)

Dear Mr. Whaley:

This letter is to notify you that the Federal Election Commission has found reason to believe that your company has violated 2 U.S.C. §441b of the Federal Election Campaign Act. Specifically, the Commission believes that your provision of the use of your airplane at cost to Senator James Sasser during his Tennessee primary campaign in 1976 constituted a prohibited corporate contribution.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit to the Commission within ten days any materials which you deem relevant to its investigation of this matter. Pursuant to 2 U.S.C. §437g(a)(3)(B) notification or investigation of this matter will remain confidential unless the Commission receives your written consent.

In addition, the Commission has decided to refer this matter to the Federal Aviation Administration for consideration of any possible violations within its jurisdiction.

If you have any questions concerning this matter please contact Ms. Lyn Oliphant of our staff on 202/523-4039.

Sincerely yours,



William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Carl T. Spray
Airplane Services, Inc.
c/o Franklin County Bank
Winchester, Tennessee

Re: MUR 216 (76)

Dear Mr. Spray:

This letter is to notify you that the Federal Election Commission has found reason to believe that your company has violated 2 U.S.C. §441b of the Federal Election Campaign Act. Specifically the Commission believes that your provision of the use of your airplane at cost to Senator James Sasser during his Tennessee primary campaign in 1976 constituted a prohibited corporate contribution.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit to the Commission within ten days any materials which you deem relevant to its investigation of this matter. Pursuant to 2 U.S.C. §437g(a)(3)(B) notification or investigation of this matter will remain confidential unless the Commission receives your written consent.

In addition, the Commission has decided to refer this matter to the Federal Aviation Administration for consideration of any possible violations within its jurisdiction.

If you have any questions concerning this matter, please contact Ms. Lyn Oliphant of our staff (202)523-4039.

Sincerely yours,

William C. Oldaker
General Counsel





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Aubrey Gregory
President Aviation Group Associates, Inc.
P.O. Box 491
Madison, Tennessee 37115

MUR 216(76)

Dear Mr. Gregory:

This letter is to notify you that the Federal Election Commission has found reason to believe that your company has violated 2 U.S.C. §441b of the Federal Election Campaign Act. Specifically, the Commission believes that your provision of the use of your airplane at cost to Senator James Sasser during his Tennessee primary campaign in 1976 constituted a prohibited corporate contribution.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit to the Commission within ten days any materials which you deem relevant to its investigation of this matter. Pursuant to 2 U.S.C. §437g(a)(3)(B) notification or investigation of this matter will remain confidential unless the Commission receives your written consent.

In addition, the Commission has decided to refer this matter to the Federal Aviation Administration for consideration of any possible violations within their jurisdiction.

If you have any questions concerning this matter please contact Ms. Lyn Oliphant of our staff on 202/523-4039.

Sincerely yours,

William C. Oldaker
General Counsel





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

Mr. Neil Eisner
Assistant Chief Counsel
Regulations & Enforcement, Rm. 915 A
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, D.C.

Dear Mr. Eisner:

Information has come to the attention of the Federal Election Commission which indicates possible violations of regulations within your jurisdiction by the companies listed below in connection with the lease of airplanes to a federal candidate.

The companies listed below, each of which operates a plane under Part 91 of 14 C.F.R., each leased a plane to Senator James Sasser, accepting reimbursement of costs for the use of the plane. Most of this activity occurred during the Tennessee primary campaign from May through August, 1976.

The Commission would like to advise you, however, that its regulations which were in proposed form at the time, prohibit federal candidates from using corporate aircraft unless they reimburse the corporation at either the regular first class airfare or the usual charter rate. These regulations appear to directly conflict with your regulations concerning the use of such planes for hire and compensation. As discussed in a meeting between you and Charles N. Steele of our office, the Commission will be considering revisions of these regulations in the near future.

The companies involved are:

Pierce Ditching Co.
1901 East Center Street
Kingsport, Tennessee 27664



Aviation Group Associates, Inc.
P.O. Box 491
Madison, Tennessee 37115

J.T. Dugger & Son
3018 Ambrose Avenue
Nashville, Tennessee 37207

Campbell's Aero Service
Island Airport
P.O. Box 909
Knoxville, Tennessee 37901

If you would like more details concerning this matter or if we can be of any further assistance, please contact Ms. Lyn Oliphant of my staff on 523-4039.

In view of the fact that the Commission has discovered this information in the context of an enforcement proceeding we refer you to 2 U.S.C. §437g(a)(3)(B) which prohibits the making public of any notification or investigation without the written consent of the respondent.

Sincerely yours,

William C. Oldaker
General Counsel

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Michael A. Nemeroff, Esquire
Sidley & Austin
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Re: MUR 216 (76)

Dear Mr. Nemeroff:

This letter is sent to you in your capacity as attorney for Senator James R. Sasser in the above-referenced matter.

On June 8, 1977, the Commission considered the report of the General Counsel on the questions of loans obtained by Senator Sasser and private aircraft used for travel during the Tennessee primary campaign.

The Commission determined there is insufficient evidence to establish reasonable cause to believe that the \$125,000 in loans obtained by the Senator were made outside the ordinary course of business. Concerning the reporting of such loans, the Commission found that, although the loans were incorrectly reported, Senator Sasser demonstrated that no action should be taken against him, in that best efforts were made to comply with the reporting requirements of the Act. However, the Commission requests that amended reports be filed reflecting the original sources of the loans.

With respect to the use of private airplanes during the primary campaign, the Commission found reasonable cause to believe that Senator Sasser accepted corporate contributions in violation of 2 U.S.C. §441b, in that an amount of money not exceeding cost was paid in rental of airplanes owned by corporations.

The Commission has a duty to correct such violations for a period of 30 days by informal methods of conference, conciliation and persuasion and to enter into a conciliation agreement. 2 U.S.C. §437g(a)(5)(A).



For your information the Commission has found reason to believe that 2 U.S.C. §441b was violated by Airplane Services Inc., Pierce Ditching Co., Aviation Group Associates and J.T. Dugger & Sons. We remind you that 2 U.S.C. §437g(a)(3)(B) prohibits the making public of any notification or investigation by the Commission.

The Commission reconsidered your request of May 20, 1977, to respond in writing to the report of the General Counsel and to make an oral presentation before the Commission concerning these matters, and determined that it would not vary from its ordinary procedures in this case.

In order that this matter may be resolved through conciliation, please contact Charles N. Steele at your earliest convenience.

Sincerely yours,

William C. Oldaker
General Counsel

797-99-4539



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

MEMORANDUM TO:

THE COMMISSION

FROM:

WILLIAM C. OLDAKER
CHARLES N. STEELE

SUBJECT:

Reconsideration of the Attached
Request from Michael Nemeroff,
Attorney for Senator James Sasser
MUR 216 (76)

79-0-107-14390

On May 26, 1977, the Commission voted to withhold making a decision on the attached request of Mr. Nemeroff to make an additional written and oral presentation to the Commission in the above-referenced matter.

It is the opinion of the General Counsel that the presentations to the Commission already made by the respondent in this matter, particularly the two memoranda prepared by Mr. Nemeroff, are sufficient to support the recommendation of the General Counsel's report. It is, therefore, recommended that the Commission deny the attached request and not vary from its ordinary procedures, if the recommendations of the General Counsel's report are accepted.

ATTACHMENTS



SIDLEY & AUSTIN

RECEIVED DELIVERED

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006
TELEPHONE 202. 872-1730
TELEX 89-4601

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60601
TELEPHONE 312. 329-3100
TELEX 25-1161

FILE COPY

Founded in 1868 as
Williams & Thompson

May 20, 1977

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The Honorable Vernon W. Thomson
Chairman
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

Dear Chairman Thomson:

We are counsel to Senator James R. Sasser in the Commission's investigation proceeding, MUR 216(76). We have responded to the staff's request for information relating to certain bank loans made to Senator Sasser and concerning chartered airplane travel during the Senator's 1976 primary election campaign. We understand that the staff is of the view that it now has sufficient information to report to the Commission concerning the matters under investigation.

Pursuant to Parts 111.6 and 111.7 of the Commission's regulations, the Commission may decide either to dismiss the investigation or to seek conciliation. Although we concede that no legal rights are finally decided by a Commission decision to seek conciliation, we believe that this is an important juncture in this proceeding and that Senator Sasser and the other parties involved will be significantly affected if the Commission fails to dismiss this proceeding.

If the Commission decides that conciliation is required, the parties to this investigation will be forced to choose between opposing the Commission further or reaching a conciliation agreement. Whichever course we pursue, the results will be made public. Because of the

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The Honorable Vernon W. Thomson
May 20, 1977
Page Two

unwarranted publicity that this investigation received during the election campaign, our decision with respect to conciliation will undoubtedly receive wide press coverage in Tennessee. If a conciliation agreement is reached, we will, in effect, be forced to admit that violations of the law have occurred. If no agreement is reached, we will be placed in the position of publicly opposing a Commission determination that a violation has occurred. In either case, significant damage will be done to the reputation of the Senator and other individuals who are involved in this investigation. Of course, in the post-Watergate era such matters are of vital importance to the careers of public officials. As a result, we are extremely concerned that in reaching its decision the Commission have the full benefit of our views.

However, pursuant to the Commission's Compliance Procedure Regulations, Part 111, the submission of the staff's views, and the Commission's consideration of the investigation, are made without further participation by the party under investigation. Therefore, we are forced to rely on the Commission's staff to accurately relate our views of the facts and the law in presenting its recommendations. While this procedure may be adequate in other matters where the law is more settled, we believe that resolution of the issues raised by this proceeding will be best served by our further participation. We note that neither the Commission's regulations nor a review of its Advisory Opinions reveals that the issues relating to bank loans raised in this investigation have ever been considered in the past. Although the Commission has grappled with the matter of chartered aircraft, we believe that it is generally agreed that the Commission's policy in this area requires substantial reconsideration.

In view of the state of the law, we believe that the decision making process will be materially aided if the Commission has the opportunity of hearing our views directly. Accordingly, we request the right to respond in writing to the written recommendations of the Commission's staff, and we further request that we be permitted to be present and have an opportunity to respond to the staff's oral presentation of its recommendations to the Commission.

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The Honorable Vernon W. Thomson
May 20, 1977
Page Three

We recognize that these requests are not contemplated by the Commission's regulations. We believe, however, that the Commission has authority to vary its procedures for good cause. 2 U.S.C. §437d(a). Although we are hesitant to request changes in established procedures, we believe that the issues raised by this investigation are sufficiently important to merit such action. Moreover, because of the publicity that this investigation has already received, we believe that the Commission's decision at this juncture has special importance to the parties and, therefore, should receive special consideration.

If the Commission has any questions concerning this request, please do not hesitate to contact us.

Sincerely,


Michael A. Nemeroff

MAN:pv

78010714393



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Michael A. Nemeroff
Sidley & Austin
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Re: MUR 216

Dear Mr. Nemeroff:

This is to acknowledge receipt of your letter of May 20, 1977, requesting the right to respond in writing to the General Counsel's recommendation to the Commission in the above-referenced matter and the right to make an oral presentation to the Commission.

The Commission has taken your request under advisement until such time as it has had an opportunity to review the record in this case. At that time your request will be reconsidered and the Commission will determine if a further written response or oral presentation will aid it in its deliberations.

Sincerely yours,

Thomas E. Harris

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.	
1. The following service is requested (check one). <input checked="" type="checkbox"/> Show to whom and date delivered 15¢ <input type="checkbox"/> Show to whom, date, & address of delivery... 35¢ <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢ <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢	
2. ARTICLE ADDRESSED TO: Michael A. Nemeroff Sidley & Austin 1730 PA AVE, NW D.C.	
3. ARTICLE DESCRIPTION: REGISTERED NO. 943302	INSURED NO.
(Always obtain signature of addressee or agent) I have received the article described above. SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent	
4. DATE OF DELIVERY JUN 7 1977	POSTMARK
5. ADDRESS (Complete only if restricted)	
6. UNABLE TO DELIVER BECAUSE:	
CLERK'S INITIALS	

★ GPO: 1974-O-203-456

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Michael A. Nemeroff
Sidley & Austin
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Re: MUR 216

Dear Mr. Nemeroff:

This is to acknowledge receipt of your letter of May 20, 1977, requesting the right to respond in writing to the General Counsel's recommendation to the Commission in the above-referenced matter and the right to make an oral presentation to the Commission.

The Commission has taken your request under advisement until such time as it has had an opportunity to review the record in this case. At that time your request will be reconsidered and the Commission will determine if a further written response or oral presentation will aid it in its deliberations.

Sincerely yours,

Thomas E. Harris
Chairman

780 4397



SIDLEY & AUSTIN
1730 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20006

The Honorable Vernon W. Thomson
Chairman
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

HAND DELIVERED

ACC-11 509

HAND DELIVERED

SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006

TELEPHONE 202: 872-1730

TELEX 89-463

Founded in 1866 as
Williams & Thompson

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4984

FILE COPY

May 20, 1977

771583

The Honorable Vernon W. Thomson
Chairman
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

Dear Chairman Thomson:

We are counsel to Senator James R. Sasser in the Commission's investigation proceeding, MUR 216(76). We have responded to the staff's request for information relating to certain bank loans made to Senator Sasser and concerning chartered airplane travel during the Senator's 1976 primary election campaign. We understand that the staff is of the view that it now has sufficient information to report to the Commission concerning the matters under investigation.

Pursuant to Parts 111.6 and 111.7 of the Commission's regulations, the Commission may decide either to dismiss the investigation or to seek conciliation. Although we concede that no legal rights are finally decided by a Commission decision to seek conciliation, we believe that this is an important juncture in this proceeding and that Senator Sasser and the other parties involved will be significantly affected if the Commission fails to dismiss this proceeding.

If the Commission decides that conciliation is required, the parties to this investigation will be forced to choose between opposing the Commission further or reaching a conciliation agreement. Whichever course we pursue, the results will be made public. Because of the

665 P. 100

The Honorable Vernon W. Thomson
May 20, 1977
Page Two

unwarranted publicity that this investigation received during the election campaign, our decision with respect to conciliation will undoubtedly receive wide press coverage in Tennessee. If a conciliation agreement is reached, we will, in effect, be forced to admit that violations of the law have occurred. If no agreement is reached, we will be placed in the position of publicly opposing a Commission determination that a violation has occurred. In either case, significant damage will be done to the reputation of the Senator and other individuals who are involved in this investigation. Of course, in the post-Watergate era such matters are of vital importance to the careers of public officials. As a result, we are extremely concerned that in reaching its decision the Commission have the full benefit of our views.

However, pursuant to the Commission's Compliance Procedure Regulations, Part 111, the submission of the staff's views, and the Commission's consideration of the investigation, are made without further participation by the party under investigation. Therefore, we are forced to rely on the Commission's staff to accurately relate our views of the facts and the law in presenting its recommendations. While this procedure may be adequate in other matters where the law is more settled, we believe that resolution of the issues raised by this proceeding will be best served by our further participation. We note that neither the Commission's regulations nor a review of its Advisory Opinions reveals that the issues relating to bank loans raised in this investigation have ever been considered in the past. Although the Commission has grappled with the matter of chartered aircraft, we believe that it is generally agreed that the Commission's policy in this area requires substantial reconsideration.

In view of the state of the law, we believe that the decision making process will be materially aided if the Commission has the opportunity of hearing our views directly. Accordingly, we request the right to respond in writing to the written recommendations of the Commission's staff, and we further request that we be permitted to be present and have an opportunity to respond to the staff's oral presentation of its recommendations to the Commission.

The Honorable Vernon W. Thomson
May 20, 1977
Page Three

We recognize that these requests are not contemplated by the Commission's regulations. We believe, however, that the Commission has authority to vary its procedures for good cause. 2 U.S.C. §437d(a). Although we are hesitant to request changes in established procedures, we believe that the issues raised by this investigation are sufficiently important to merit such action. Moreover, because of the publicity that this investigation has already received, we believe that the Commission's decision at this juncture has special importance to the parties and, therefore, should receive special consideration.

If the Commission has any questions concerning this request, please do not hesitate to contact us.

Sincerely,


Michael A. Nemeroff

MAN:pv

JCC # 157

SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20006
TELEPHONE 202-872-1730

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312-329-5400
TELEX 25-4364

TELEX 89-463

Founded in 1866 as
Williams & Thompson

April 6, 1977

Charles Steele, Esquire
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

You have asked two questions with respect to the Commission's investigation of certain bank loans made to Senator James R. Sasser; this letter responds to those questions.

In your first question you ask whether the Franklin County Bank complied with the disclosure for demand loans regulation found at 12 C.F.R. 226.815. This regulation requires the bank to disclose,

". . . the due dates or periods of payments of all scheduled interest payments for the first one-half year. In such cases, the creditor need not disclose the number, amounts or total of payments or identify any ballon payments. Effective May 1, 1970, creditors shall disclose the fact that the obligation is payable on demand." 12 C.F.R. 226.815(c).

First, it is our position that the Franklin County Bank complied with this regulation. The regulation only requires the disclosure to the borrower of the due dates of scheduled interest payments during the first one-half year of the loan. Because both interest and principal were payable on demand, there was no "scheduled interest payments" to be disclosed under the regulation.

505 1113 505

Charles Steele, Esquire
April 6, 1977
Page Two

Although apparently not required by this regulation, Senator Sasser was informed of the interest rate of his loan, the annual finance charge, and the fact that the loan was a demand loan. The first and third items were, of course, disclosed on the note signed by Senator Sasser. The annual finance charge was disclosed because Senator Sasser was asked to escrow the first year's interest; this amount is equal to the annual finance charge.

In addition, it is also our position that the regulation you have cited does not apply to the Franklin County Bank loan because that loan was in excess of \$25,000. 12 C.F.R. 226.3(c) states that the regulations at issue do not apply to "[c]redit transactions . . . in which the amount financed exceeds \$25,000." Although we have discussed the possibility that "credit transactions" include only the financing of purchases and not demand loans, this does not appear to be correct and, therefore, loans are included in this exemption. While the regulations do not include a definition of the term "credit transaction," the definition of "credit" clearly includes loans as well as the financing of purchases. 12 C.F.R. 226.2(q). Moreover, this interpretation was confirmed by William G. Hrindac, Review Examiner, Division of Bank Supervision, FDIC. Therefore, because the Franklin County Bank loan was in excess of \$25,000, it is clear that the regulation you have cited does not apply.

In your second question, you ask whether the banks have complied with 31 C.F.R. 103.33 which requires that:

"Each financial institution shall retain either the original or a micro-film or other copy or reproduction of each of the following:

(a) A record of each extension of credit in an amount in excess of \$5,000, except an extension of credit secured by an interest in real property, which record shall contain the name and address of the person to whom the extension of credit is made, the amount thereof, the nature or purpose thereof, and the date thereof . . .

. . ."

Charles Steele, Esquire
April 6, 1977
Page Three

First, it is unclear how this regulation is intended to apply to the banks making the Sasser loans. The regulation does not state whether each bank participating in a loan must comply, or only the originating bank. My understanding is that banks that participate in loans normally maintain the required information and comply with the statement of purpose requirement by stating "participation." The Appendix to the regulation permits the statement "passbook loan" to comply with the statement of purpose requirement for such loans, and this seems analogous to participations of the type involved herein. It is also my understanding that each of the banks involved in the Sasser loans maintain a record containing Senator Sasser's name and address, the amount of the credit, and the date of its extension. Apparently, however, not all banks maintained some notation of the purpose of the loan. Because an explicit statement of the use to which loan funds will be put is not required in all cases, it is unclear whether the banks involved have complied with this regulation. However, the fact that the Federal agencies charged with examining the banks that made the Sasser loans did not report a violation, suggests that the banks complied with this regulation.

As explained in my memorandum to the Commission on March 1, 1977, there is no doubt that each of the banks extending credit was aware that the purpose of the loans was to finance the Senator's campaign. Additionally, the Senator publicly disclosed the existence of the loans and the identity of the banks extending such credit before any complaint was filed at the Commission. Therefore, it is clear that any omission that occurred in connection with this regulation was inadvertent and not part of an attempt to conceal the loans. For this reason, if an omission occurred, it is of little consequence and should be disregarded by the Commission.

Sincerely,

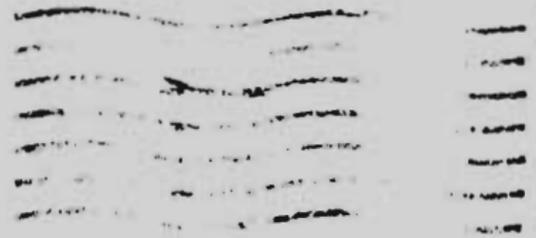


Michael A. Nemeroff

4605

Insert: Memorandum
Concerning
Chartered Airplanes utilized
by Senator J. R. Sasser
Dated: May 10, 1977

SIDLEY & AUSTIN
1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006



Charles Steele, Esquire
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

707

Insert: Memorandum

Concerning the Bank loans
Received by Senator J.R. Sasser

Dated: Feb. 26, 1977



FEDERAL RESERVE BOARD
REGULATIONS
WASHINGTON, D.C. 20540

FEB 07 1977

Mr. Michael Nemeroff
Sidley & Austin
1730 Pennsylvania Ave., N.W.
Washington, D.C. 20006

Dear Mr. Nemeroff:

This letter acknowledges receipt of your letter of January 31, 1977, concerning MUR 216, filed against James Sasser.

Your proposal to submit a factual statement concerning the loan transactions by February 11, and your general outline for proceeding to meet the Commission's requests on the loan question is acceptable to us. Although it is also agreeable to us that information concerning the unresolved travel allegations be submitted after the materials on the loans, we must caution you that any presentation of this matter before the Commission will have to address both the loan and travel issues. Accordingly, there should be no substantial delay in acting on the travel question.

If you have any questions, please do not hesitate to contact this office.

Sincerely yours,

Charles N. Steele
Associate General Counsel

780100-4503

100# 1250

SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20006
TELEPHONE 202: 872-1730

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4364

TELEX 89-463

Founded in 1866 as
Williams & Thompson

January 31, 1977

Mr. Charles N. Steele
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

We are counsel to Senator James R. Sasser in the Commission's investigation of the Complaint filed by Harry Sadler on August 3, 1976. We ask that all correspondence or other inquiries in this matter be directed to the undersigned. Because we have only recently been asked to represent Senator Sasser, we will need a short amount of time to fully apprise ourselves of the facts. We do not expect, however, that an undue delay of the Commission's investigation will result.

In accordance with our telephone conversation today, we will prepare a comprehensive factual statement describing the loans made to Senator Sasser, the transfer of funds from such loans to the campaign committee, and the repayment of such loans. Full documentation will be supplied with our statement. After you have reviewed our factual statement we would like an opportunity to resolve any questions that remain so that we can arrive at an agreed statement of facts. At that point, we will provide a second statement detailing our view of the legal issues concerning the bank loans raised by the Commission's "reason to believe" letter dated September 22, 1976. As we discussed, we would like to suspend further investigation of the other matters raised in the September 22 letter until all materials concerning the bank loans are submitted.

Mr. Charles N. Steele
January 31, 1977
Page Two

We hope to submit our factual statement for your review by Friday, February 11, although a short additional extension of time may be necessary. I hope that this procedure is acceptable. In the absence of any response, I will assume that you have agreed to my proposal.

Sincerely,



Michael A. Nemeroff

MAN:pd

cc: Senator James R. Sasser

79973034510

SIDLEY & AUSTIN
1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006

Mr. Charles N. Steele
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

HAND DELIVER

4th floor

January 31, 1977

Michael A. Nemeroff, Esquire
Sidley & Austin
1730 Pennsylvania Avenue, N. W.
Washington, D. C. 20006

Dear Mr. Nemeroff:

Enclosed please find Frank A. Woods' Affidavit of August 23, 1976, which you requested during our conversation this morning.

I will be expecting to hear from you shortly on time arrangements for this case.

Sincerely yours,

Charles N. Steele
Associate General Counsel

Enclosure

CNSteele/pb: 1/31/77
cc: Litigation Section
CS

78040044612

cc# 1235 1239

BARRETT, BRANDT & BARRETT, P.C.

GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR.
JAMES R. KNIFFEN
CHARLES R. RAY

January 25, 1977

04 LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2202

Mr. Charles Steele
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

770288

re: MUR 216

Dear Mr. Steele:

This letter will act as a confirmation of our conference on January 18, 1977 in your office. You recall that Mr. Paul Alagia, a lawyer, accompanied me and Ms. Oliphant of your staff was in the meeting. The purpose of the meeting was for me to deliver to you, as previously promised, information concerning the campaign travel schedules of Mr. Sasser. That schedule consisted of the expenditure, the day of the expenditure, the manner in which it was paid and the date it was reported to the Federal Election Commission as required by the law.

In addition thereto I presented to you a letter under the date of the 14th of January, 1977 signed by Mr. Gary Blackburn, Treasurer of the campaign, which states how the travel was reported.

We delivered this information to you subject to the understanding that if it was not adequate that your office would communicate with us, and tell us how the information was not sufficient. In addition thereto, you were to point out the specific instances in which you thought that there may be travel not reported or what was unexplained in the various reports required by the F.E.C.

After concluding the conversation on travel, we again entered into the discussion of the loan. It is our position and has been that such was a loan in an ordinary course of business and is therefore not a contribution within the meaning of Section 431. We relied specifically on Section 431(5)(G) which states that a loan is not a contribution if it is:

"A loan of money by a national or state bank made in accordance with the applicable banking laws and regulations and in the ordinary course of business . . ."

78911044613

Mr. Charles Steele
January 25, 1977
Page Two.

There is no question that the loan was reported in accordance with the requirements of §431. Our disagreement is whether or not this is "a loan made in accordance with applicable banking laws and regulations and in the ordinary course of business". It is our position that when Congress adopted that statutory section that the meaning of "ordinary course of business" would be different in each of the 435 districts represented by the Congress. At first you were talking about the need for some uniformity in the application of this statute, but after our conference with the general counsel at which you were present, it would appear that he is leaning towards our interpretation of §(G), that is, that applicable banking laws and regulations in the ordinary course of business may differ in various sections of the country. You should bear in mind that at the time Mr. Sasser made his loan that there were no regulations promulgated by the Federal Election Commission as to the meaning of this statutory section.

We requested that you be specific and in what manner you did not think the loan was made under applicable banking laws or regulations in the ordinary course of business. To this date you have not been specific as to how you think this loan violated that section. You have merely stated that, if the documentation we have provided you was all that was provided then such would not be adequate.

We again call upon you to be very explicit on how you think this loan was not made under the applicable banking laws and regulations in the ordinary course of business. In the absence of such specificity, we think, that to say that such loan is in violation of applicable banking laws and regulations not in an ordinary course of business would violate, at a minimum, the due process clause of the Fifth and Fourteenth Amendments to the Constitution of the United States. It is our position that the Federal Election Commission has an affirmative duty to state to a candidate, or his committee, what specific banking laws and regulations are violated in making the loan and how that loan is not in the ordinary course of business.

We again reiterate an offer to provide you with anything reasonable that you request that we have in our possession or that we may come into possession of. Perhaps the simple thing may be to inundate you with affidavits of bank presidents, after they have examined the loan portfolio of this loan, to attest to the fact that such loan is made in accordance with applicable banking rules and regulations in the ordinary course of business. I offer this, not to be facetious, but in an endeavor to prove to you that the loan was one made in an ordinary course of business. If you desire affidavits from various bank officials in the state of Tennessee, as to the ordinary course of business after examining this loan portfolio, please advise and we will attempt to provide you with such affidavits.

Mr. Charles Steele
January 25, 1977
Page Three.

In addition to the offer above to provide affidavits, if such are necessary, it would appear that it may be reasonable to seek to determine what Congress meant in adopting the statutory section dealing with the banking regulations in the ordinary course of business. Pursuant to that I have started research on that question and am attempting to determine the legislative history of that particular section. At the conclusion of this research I will be glad to provide you with a Memorandum of Authorities if such will be helpful in resolving this question.

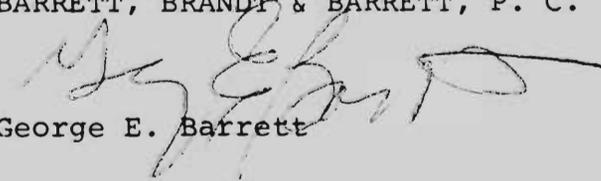
As I told you at our meeting, this case should be treated no differently than any other. The fact that the Chairman apparently leaked the information regarding this investigation to the embarrassment of Mr. Sasser should not mean that the Commission should either expedite or prolong this case. It has obviously been prolonged due to the necessity of an investigation of the source of the leak. Since that appears to have been resolved, it now is reasonable to request that this case be disposed of expeditiously. I must state my emphatic disagreement with the General Counsel's statement, in our meeting, that the question of the leak and the question of the investigation of the complaint are separate matters. I do not view them as such but view them as a whole. It appears to me that because of the leak it may lend some credence to the argument that the Commission must now find some merit in this investigation regardless of what the laws or facts are to save it further embarrassment.

Because of the uniqueness of the question and the seriousness of the allegations that the Commission may find cause to believe that the loan was not exempt and was therefore a contribution from the bank, I made two requests of you. The first request is that I be present when the facts of this case are presented to the Commission so that I may hear the presentation of these facts and discern for myself whether or not that factual presentation is accurate. Secondly, that following the factual presentation that I be allowed to appear before the Commission to address myself to this problem and answer any question that the Commission may have. It would appear to me that these are indeed small requests in view of the publicity and circumstances surrounding this complaint.

Looking forward to hearing from you in regards to these matters, I am

Very truly yours,

BARRETT, BRANDT & BARRETT, P. C.


George E. Barrett

GEB/lc

780-190-14615

cc # 1208

BARRETT, BRANDT & BARRETT, P.C.

77-162

GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR
JAMES R. KNIFFEN
CHARLES R. RAY

77 LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING : 02
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2202

January 14, 1977

General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

re: MUR 216 (76)

Dear Sir:

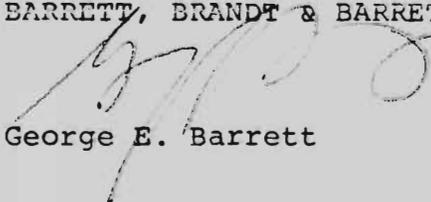
Please consider this as a request for an appointment with you to discuss the remaining matters in the above-styled case during the week of January 17, 1977. I will be in Washington, arriving on January 17, and will call your office on the morning of the 18th for an appointment either on January 18th or 19th.

I spoke to Mr. Charles Steele of your staff today and asked him to inquire informally as to when an appropriate time would be for me to seek an appointment with you on Tuesday or Wednesday of the week of January 17, 1977.

Thanking you for your courtesy in this matter, I am

Very truly yours,

BARRETT, BRANDT & BARRETT, P. C.


George E. Barrett

GEB/lc

cc: Mr. Charles Steele

78010044616

BARRETT, BRANDT & BARRETT, P.C.

GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR.
JAMES R. KNIFFEN
CHARLES R. RAY

January 14, 1977

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2202

Mr. Charles Steele
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

re: MUR 216 (76)

Dear Mr. Steele:

This will confirm our telephone conversation of this date regarding the above styled matter. It seems that we may have a very basic disagreement as to how bank loans are handled by country banks in Tennessee. We have, I thought, consistently submitted everything you have asked us for in regards to the loan matter. Each time we submit something to you you come back with a request for something else. It appears to me that we are unable to satisfy your requests for information. I thought that Ms. Oliphant's request yesterday for information as to where the loan went from the First National Bank of Tracy City to Mr. Sasser's personal account was rather ridiculous. Regardless of that, I will bring with me to Washington next week the necessary proof of the transmission of the money from the Banks to Mr. Sasser's personal account.

I have suggested that you get out all your records on the bank transaction and have them available. I would like to have an appointment with you either Tuesday or Wednesday to discuss such and see if we do have disagreements as to the factual situation or whether we have reduced this to legal questions that will have to be resolved. I must insist that this was a loan and a loan in the ordinary course of business. The criteria for determining that will not be what the Federal Election Commission determines in Washington but what the business transactions are in Nashville and in Tennessee as sanctioned by the Federal Reserve and State Regulations of Banks in Tennessee.

I apologize for the delay in providing you the material in regard to the travel. But due to the illness of the bookkeeper, the holidays, etc. we have been rather slow in securing that information. I am advised that it will be ready for me to take to Washington when I leave on Monday and I will be in a position to present it to you on Tuesday or Wednesday.

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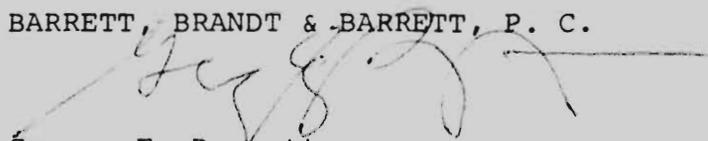
Mr. Charles Steele
January 14, 1977
Page Two.

I again repeat my desire to conclude this investigation. It has gone on far too long to reflect favorably on the Federal Election Commission. One of the problems has been the report by the General Counsel of the Commission in regards to your Chairman and Mr. Sasser's complaint. Needless to say this has eroded my confidence and the confidence of others in the conduct of the Commissioner in regards to this case. In view of that I have requested that you ask the general counsel for an appointment while I am in Washington so we may discuss this matter. I see nothing wrong with asking for an appointment to appear before the entire commission, excluding the Chairman for obvious reasons, to conclude this investigation.

I will call you on Tuesday morning and make a definite appointment with you either on Tuesday or Wednesday. Thanking you, I am

Very truly yours,

BARRETT, BRANDT & BARRETT, P. C.


George E. Barrett

GEB/lc

78010014618

BARRETT, BRANDT & BARRETT, P.C.

GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR.
JAMES R. KNIGHT
CHARLES R. KAY

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37209
TELEPHONE 615-244-2202

January 14, 1977

General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

re: MUR 216 (76)

Dear Sir:

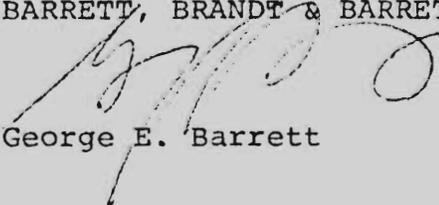
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I spoke to Mr. Charles Steele of your staff today and asked him to inquire informally as to when an appropriate time would be for me to seek an appointment with you on Tuesday or Wednesday of the week of January 17, 1977.

Thanking you for your courtesy in this matter, I am

Very truly yours,

BARRETT, BRANDT & BARRETT, P. C.


George E. Barrett

GEB/lc

cc: Mr. Charles Steele

77-14619

CC# 1218

14 January 1977

Counselor's Office
Federal Election Commission
Washington, D.C.

To Whom it May Concern:

Attached hereto are summaries of all expenses incurred as a result of the campaign-related travel of Jim and Mary Sasser. In the columns following the payee I have listed the date of payment and the dates upon which these payments were reported. In utilizing this information, you should be aware of the following:

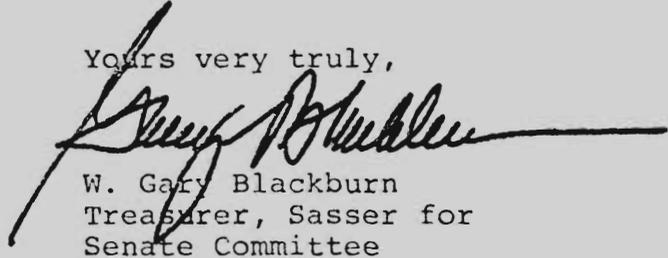
- a) Most if not all of the information contained in these summaries has already been furnished you in the form of copies of receipts;
- b) The travel itineraries previously furnished are raw and often were not adhered to;
- c) All travel expenses were either invoiced from the air services or charged. Thus, the payment dates reflect the dates upon which we received the bills and had funds available to pay them;
- d) The Committee did not obtain its own credit cards, but paid the expenses incurred on the candidate's and his wife's cards. Senator Sasser used American Express, Exxon and Gulf; Mrs. Sasser used Master Charge almost exclusively. Field Representatives traveled at their own expense and were reimbursed. Personal aides' expenses are usually included in the Senator's and Mrs. Sasser's charges.
- e) Master Charge does not send tickets with its statements. We have therefore circled the committee paid amounts.

I have also enclosed a copy of the form used by the Nashville City Bank, reflecting a wire deposit of \$100,000.00 from the Tracy City Bank on July 12, 1976. Lynn Olliphant told me that the Commission staff desired this information.

7 9 0 4 0 0 4 4 6 2 0

We believe that we have furnished everything now with respect to travel. If you need something explained or clarified, you can reach me in Nashville at 615/256-9999.

Yours very truly,

A handwritten signature in black ink, appearing to read "W. Gary Blackburn", with a long horizontal flourish extending to the right.

W. Gary Blackburn
Treasurer, Sasser for
Senate Committee

WGB:jt

78010044621

TRAVEL EXPENSES - Mrs. James R. Sasser

MARCH - NOVEMBER 1976

EXPENSE DATE OR STMT. DATE	DESCRIPTION	AMOUNT	HOW PAID	DATE PAID	DATE REPORTED
3/16	American Airlines Memphis & return	66.75	Master Charge	6/18	6/30
3/26	American Airlines Memphis & return	66.75	"	6/18	6/30
3/26	Holiday Inn Memphis	72.93	American Express	5/14	6/30
5/12	Holiday Inn Knoxville	49.82	"	6/18	6/30
6/10	Attached	106.25	Master Charge	7/17	7/21
7/13	"	413.86	"	9/3	9/30
8/11	Attached	563.50	"	9/3	9/30
9/13	Attached	273.00	"	10/15	10/18 G. 12/31 P.
10/13	Attached	475.54	"	11/1	11/22
11/11	Attached	409.75	"	11/24	12/31
12/10	Attached	117.74	"	12/21	12/31
9/18-30	Airplane lease	1,144.80	Airplane Services	10/21	11/22
10/10-14	Airplane lease	1,050.75	"	10/28	11/22
10/16-29	Airplane lease	1,888.50	"	11/12	11/22

Comparison Error
 00
 00
 00
 00
 00
 50
 44
 11
 44
 35
 85
 67
 40
 70
 53
 70
 413

9-3-76
 1156

ACCOUNT NUMBER	AVAILABLE CREDIT	IN BILLING CYCLE	CLOSING DATE	PAYMENT DUE DATE
5247 300 C8 3294 8	33	33	07/13/76	08/07/76

PERIODIC RATES	ANNUAL PERCENTAGE RATES	BALANCE ON WHICH FINANCE CHARGES ARE CALCULATED		
		PURCHASES	CASH ADVANCE	TOTAL
PURCHASES 0493% DAILY	18%	543.36	.00	543.36
CASH ADVANCES 0273% DAILY	10%	8.84	.00	8.84

PLEASE RETAIN YOUR PURCHASE COPY TO VERIFY CURRENT CHARGES

TRANSACTION DATE	REFERENCE NUMBER	DESCRIPTION OF TRANSACTION	AMOUNT
0521	7616363004	SOUTHERN AIRWAYS CASH ATLANTA ✓	GA 50.00 ✓
0522	7616362998	SOUTHERN AIRWAYS CASH ATLANTA ✓	GA 44.00 ✓
0522	7616881924	SOUTHERN AIRWAYS CASH ATLANTA	GA 11.00 CR
0522	7618004867	AVIS TK NO 78140533	44.73 ✓
0528	7616362977	SOUTHERN AIRWAYS CASH ATLANTA	GA 35.00 ✓
0601	7616939706	TXCO KNOX TN	8.20 ✓
0601	7617300339	HOLIDAY INN TK NO 756351	65.82 ✓
0604	7617658181	PEOPLES NASH TN	9.70
0606	7617683145	TASTY WORLD INC ATLANTA	GA 7.14 ✓
0609	7617582839	SOUTHERN AIRWAYS ATLANTA	GA 40.00 ✓
0609	7618281957	ALLEGHANY AIRLINES AL	70.00 ✓
0612	7618182320	ALLEGHENY AIRLINES AIRLINES AL	53.00 ✓
0622	7617422264	PAYMENT - THANK YOU	144.68 CR
0622	7617424681	ROCHELLES AMER SER STA CENTERVILLE TN	7.00 ✓
0626	7618470774	THE GAME STORE INC NASHVILLE TN	8.54
0702	7618514992	PHILLIPS TOY MART NASHVILLE TN	50.51
0713	7619515526	PIEDMONT AIRLINES NASH TN	35.00 CR

TYPE OF ACCOUNT	PREVIOUS BALANCE	PAYMENTS - CREDITS	FINANCE CHARGE	AMOUNT OF CHARGES	
PURCHASES	641.72	177.94	884	493.64	
CASH ADVANCES					
FINANCE CHARGE	12.74	12.74			
TOTALS	654.46	190.68	884	493.64	=

New Balance
966.26

FOR INFORMATION CONCERNING YOUR MASTAR CHARGE ACCOUNT CALL 1-615-748-2149
 MASTAR CHARGE P.O. BOX 2850 NASHVILLE, TENN. 37219
 PLEASE SEE REVERSE SIDE AND ANY ACCOMPANYING STATEMENT(S) FOR IMPORTANT INFORMATION.

ACCOUNT NUMBER	AVAILABLE CREDIT	NUMBER OF DAYS IN BILLING CYCLE	CLOSING DATE	PAYMENT DUE DATE
5247 300 08 3294 9	0	33	09/13/76	10/08/76
PERIODIC RATES	ANNUAL PERCENTAGE RATES		BALANCE ON WHICH FINANCE CHARGES ARE CALCULATED	
PURCHASES	0403% DAILY	18%	PURCHASES	CASH ADVANCE
			1,340.22	.00
CASH ADVANCES	0273% DAILY	10%	FINANCE CHARGE	FINANCE CHARGE
			21.80	.00
			TOTAL	
			1,340.22	21.80

A REMINDER, YOUR ACCOUNT IS OVERDUE AS SHOWN 68.00

TRANSACTION DATE	REFERENCE NUMBER	DESCRIPTION OF TRANSACTION	AMOUNT
072276	22662896	PEOPLES SS NASH TN	11.35
072376	24069220	AIRPORT INN TK NO 57284E7	9.55
072876	24765451	ATO NASH TN	40.00
080176	23181686	ALLEGHENY AIRLINES TICKETS AL	70.00
080176	23181687	ALLEGHENY AIRLINES TICKETS AL	70.00
080276	23030192	RED ACE GAS NASHVILLE TN	10.00
080776	2373453	ECKERD DRUGS 207 JACKSONVILLE FL	7.12
080876	2373453	ECKERD DRUGS 207 JACKSONVILLE FL	7.23
081476	23022694	GREEN HILLS SHELL NASHVILLE TN	10.60
081676	24094835	SFE LOUSVL KY	18.90
081776	25753155	CAMARA INNS TRI CITY APT TK NO 5754226	22.00
081876	24763456	WOMENS EXCHANGE LOU KY	12.60
081876	24763323	RED ACE LOU KY	11.45
082576	24638288	BELLE MEADE SHELL NASHVILLE TN	6.43
082976	25166713	RED ACE GAS NASHVILLE TN	12.50
090276	25759592	PED ACE GAS NASHVILLE TN	10.57

Primary

General

Primary - 210.90 - #1304, 10/15
General - 62.10 - #502, 10/15

TYPE OF ACCOUNT	PREVIOUS BALANCE	PAYMENTS - CREDITS	DATE	AMOUNT OF CHARGES	
PURCHASES	1340.22		2130	33027	
CASH ADVANCES					
PREVIOUS MONTH FINANCE CHARGE	1116				
TOTALS	135138		2180	33027	=

726.09
New Balance
1,703.45

SEND INQUIRIES TO: master charge P.O. BOX 2850 NASHVILLE, TENN. 37219
 For Information Concerning Your Master Charge Account Call 1-615-748-2149.
 Notice: See Reverse Side And Any Accompanying Statement(s) For Important Information.

ACCOUNT NUMBER: 5247 000 08 3294 7
 EXPIRES: 10/13/76
 PAYMENT DUE DATE: 11/07/76
 PERIODIC RATES: PURCHASES 0490% DAILY
 CASH ADVANCES 0270% DAILY
 BALANCE ON WHICH FINANCE CHARGES ARE CALCULATED:
 PURCHASES 752.00
 CASH ADVANCE 0.00
 FINANCE CHARGE 11.12
 FINANCE CHARGE 0.00
 TOTAL 752.00
 11.12

PLEASE RETAIN YOUR PURCHASE COPY TO VERIFY CURRENT CHARGES

TRANSACTION DATE	REFERENCE NUMBER	DESCRIPTION OF TRANSACTION	AMOUNT
0814762603220		MOBILE WASH TN	8.49
08157625618087		PEOPLES SS WASH TN	12.00
081976250377630		NIGHT THOMAS LNU KY	63.00
08207626011131		WIMMERS OPEN LNU KY	12.00 CR
08297625833341		SOUTHERN AIRWAYS ATLANTA GA	50.00
08297625833342		SOUTHERN AIRWAYS ATLANTA GA	50.00
0831762751911		FUTUR WASH TN	39.50
09027627100785		ISLANDS WASH TN	12.29
09037626480727		PIEDMONT AIRLINES WINSTON-SALEM NC	35.00
09037626050703		PIEDMONT AIRLINES WINSTON-SALEM NC	35.00
09077627559759		EXIT MEA	63.00 CR
09087626037817		HOLIDAY INN JACKSON TN	43.10
09137626082513		SOUTHERN AIRWAYS ATLANTA GA	35.00
09127627180837		PIEDMONT AIRLINES WINSTON-SALEM NC	35.00
09157627533068		SHEPARD HOTEL CHATTANOUGA TN	63.03
09167626057436		PAYMENT - THANK YOU	977.36 CR
0919762814933		PEOPLES SS WASH TN	12.00
09207626750055		LAHWL FORD NASHVILLE TN	50.46 OK
09207628263609		HOLIDAY INN JACKSON TN	32.69
09227628333745		P.I. CROSSVILLE TN	22.26

475.54 - Travel, M. Sasser

ck # 816
 11-1-76

TYPE OF ACCOUNT	PREVIOUS BALANCE	PAYMENTS - CREDITS	FINANCE CHARGE	AMOUNT OF CHARGES	TOTAL
PURCHASES	167049	102000	1112	159832	
CASH ADVANCES					
PREVIOUS MONTH FINANCE CHARGE	3256	3256			
TOTALS	170305	105256	1112	159832	987.43

987.43
 New Balance

SEND INQUIRIES TO: master charge P.O. BOX 2850 NASHVILLE, TENN. 37219
 For information concerning your Master Charge Account Call 1-615-748-2149

Notice: See Reverse Side And Any Accompanying Statement(s) For Important Information

ACCOUNT NUMBER	ACCOUNT CREDIT	STATE	DATE	PAYMENT DUE DATE
5247 300 03 3254 3	10	2%	11/11/76	12/06/76
PERIODIC RATE	APR	MONTHLY PAY	FINANCE CHARGES	TOTAL
0.0493%	18%	999.78	.00	999.78
0.0273%	10%	14.29	.00	14.29

NEW CAR LOANS-WE HAVE THE HOTTEST GAME IN TOWN

TRANSACTION DATE	REFERENCE NUMBER	DESCRIPTION OF TRANSACTION	AMOUNT
10067629661057	TK NO 5850014	Motel, see ticket	17.15
10077628936322	PLANTATION INN	MYERSBURG TN	22.26
10097629302671	SCOTT GIL CO	LEWISBN TN	11.00
10097630503026	WINGS HOUSE OF CANTON	NO STATE	7.52
10147629907570	TRAVEL LODGE OF KNOX	KNOXVILLE TN	26.61
10187630880099	ROMNEY INTL - Ramada Inn	PHOENIX AZ	21.20
10197629323839	PAYMENT - THANK YOU		273.00 CR
10197630809706	PEOPLES SS NASH TN		12.10
10227631430185	ROMNEY INTL - Ramada Inn	PHOENIX AZ	25.55
10257631683475	SOUTHERN AIRWAYS	ATLANTA GA	51.00
10257631683476	SOUTHERN AIRWAYS	ATLANTA GA	51.00
10257631683477	SOUTHERN AIRWAYS	ATLANTA GA	72.00
10267631639514	TK NO 5008004	Motel - see ticket	21.07
1027631052855	TRAVEL LODGE OF KNOX	KNOXVILLE TN	58.52
11107631541290	PAYMENT - THANK YOU		475.54 CR

Campaign - 409.75
 ck# 950
 11-24-76

TYPE OF PAYMENT	PREVIOUS BALANCE	FINANCE CHARGE	NEW BALANCE
PURCHASES	129.31	737.62	1429
CASH ADVANCES			40298
PAYMENTS	1112	1112	
TOTALS	129.31	748.54	1429 + 40298 =

New Balance
 529.16

309 177 14622

ACCOUNT NUMBER	ACCOUNT TYPE	EXPIRES DATE (MM/YY)	OPENING DATE	PAYMENT DUE DATE	
5297 300 03 3224 3	312	29	12/10/76	01/04/77	
<small>NUMBER OF DAYS FROM OPENING DATE TO PREVIOUS STATEMENT DATE IS 31 DAYS</small>					
APR. RATE	.0493%	18%	690.68	.00	TOTAL 690.68
MAY. RATE	.0273%	10%	9.16	.00	TOTAL 9.96

NEW CAR LOANS -- WE'VE GOT THE HOTTEST GAME IN TOWN

ACCOUNT NO.	REFERENCE NUMBER	DESCRIPTION OF TRANSACTION	AMOUNT
10037032115002	0X	WILDERSVILLE TN	0.25
1039703210511901		CHATT TN	42.49
110870331180103		AMERICAN AIRLINES INC LAKE SUCCESS NY	67.00
11177033448325		PEOPLES SERVICE NASHVILLE TN	6.00
11177033448325		PEOPLES SERVICE NASHVILLE TN	12.00
11227033448325		PEOPLES SERVICE NASHVILLE TN	11.00
112670331159165		PAYMENT - THANK YOU	409.75 CR
12017033445940		MC CLORES NASHVILLE TN	7.33
12017033445940		MC CLORES NASHVILLE TN	5.15

117.74 - Campaign
 Debit 997
 12-21-76

TYPE OF ACCOUNT	PREVIOUS BALANCE	REVISED PREVIOUS BALANCE	FINANCE CHARGE	NEW BALANCE
PERSONAL	514.01	3729.00	2.00	1276.01
CASH ON HAND				
RECEIPTS	14.29	14.29		
TOTALS	528.30	4057.50	2.00	1276.01

New Balance 657.24

SEND INQUIRIES TO: For information concerning your Master Charge Account Call 1-815-745-2149

master charge P.O. BOX 2850 NASHVILLE, TENN. 37219

Notice: See Reverse Side And Any Accompanying Statement(s) For Important Information

TRAVEL EXPENSES - JAMES R. SASLER

FEBRUARY - AUGUST 1976

EXPENSE DATE OR STMT. DATE	DESCRIPTION	AMOUNT	HOW PAID	DATE PAID	DATE REPORTED
2/21	Sheraton Hotel Chattanooga	39.48	American Express	4/7	6/30
2/27	Camara Inn Kingsport	17.38	"	4/7	6/30
3/7	Camara Inn Johnson City	20.74	"	4/7	6/30
3/?	Ramada Inn Jackson	13.65	"	4/7	6/30
3/26	Georgia Anna Motel Jackson	21.20	"	5/14	6/30
4/?	Holiday Inn Harriman	20.14	"	5/14	6/30
4/1	Hillcrest Motel McMinnville	11.23	Master Charge	6/18	6/30
4/11	Southland Motor Lodge Selmer	18.00	American Express	6/18	6/30
4/12	Holiday Inn Jackson	30.55	"	5/14	6/30
4/13	Camara Inn Tri Cities	59.45	"	6/18	6/30
4/21	Georgia Anna Motel Jackson	54.87	"	6/18	6/30
5/4	Copper Cellar Knoxville	18.72	"	6/18	6/30
5/8	Cultra Inn Union City	38.42	"	6/18	6/30
5/9	Hyatt Regency Knoxville	96.51	"	6/18	6/30
* 6/10	Airport Travel Lodge Memphis	19.43	"	8/18	8/25
5/23	Shearton Inn Memphis	81.80	"	8/18	8/25
5/26	Admiral Benbow Memphis	23.74	"	8/18	8/25
5/28	Hyatt Regency Knoxville	219.45	"	8/18	8/25
6/7	Hyatt Regency Memphis	116.52	"	8/18	8/25
6/9	Ramada Inn Knoxville	14.84	"	8/18	8/25
* 6/21	Holiday Inn Dickson	44.87	"	8/18	6/25
6/21	Econo Motor Hotel Jackson	18.40	"	8/18	8/25
6/24	Quality Inn Knoxville	31.37	"	8/18	8/25

EXPENSE DATE OR STMT. DATE	DESCRIPTION	AMOUNT	HOW PAID	DATE PAID	DATE REPORTED
6/28	Holiday Inn Greeneville	44.89	Gulf Oil	9/17	9/30
7/1	Holiday Inn Knoxville	44.00	" "	9/17	9/30
7/8	Pete & Sams Memphis	21.19	American Express	8/18	8/25
7/13	Avalon Motor Court Paris	16.96	"	9/30	9/30
7/14	Shearnton Inn Memphis	52.11	"	8/18	8/25
7/22	Quality Inn Knoxville	20.13	"	9/30	9/30
7/23	Holiday Inn Harriman	57.68	Gulf Oil	9/17	9/30
7/30	Quality Inn Knoxville	47.35	American Express	9/30	9/30
4/20	Gasoline for auto	80.60	Exxon	4/30	6/30
5/20	" " "	224.63	Exxon	6/18	6/30
6/21	" " "	148.99	Exxon	7/7	7/21
6/23	" " "	58.58	Gulf Oil	7/17	7/21
7/21	" " "	24.31	Exxon	8/17	8/25
7/26	" " "	5.00	Gulf Oil	9/17	9/30
8/24	" " "	21.80	Gulf Oil	9/17	9/30
4/25	American Airlines to Memphis	34.00	American Express	6/18	6/30
4/27	American Airlines to Washington & return	130.00	"	6/18	6/30
5/4	Southern Airlines to Knoxville & return	78.00	"	6/18	6/30
5/19	Allegheny Airlines to Memphis & return	70.00	"	8/18	8/25
6/9	Southern Airlines to Knoxville	40.00	"	8/18	8/25
6/10	American Airlines Knoxville to Memphis	48.00	"	8/18	8/25
6/12	American Airlines Memphis to Nashville	35.00	"	8/18	8/25
6/14	Allegheny Airlines Memphis to Nashville	35.00	"	8/18	8/25

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EXPENSE DATE OR STMT. DATE	DESCRIPTION	AMOUNT	HOW PAID	DATE PAID	DATE REPORTED
3/7	Airplane charter	88.20	Campbell Aero Ser.	4/7	6/30
4/29-6/21	Airplane lease	1,514.50	Aviation Group Associates	6/30	6/30
* 5/22	Airplane charter	98.00	Pierce Ditching Co.	10/25	12/31
5/28	Airplane charter	800.00	Colemill Enterprises	5/38	6/30
6/25	Airplane charter	390.00	Colemill Enterprises	6/25	6/30
6/24-7/10	Airplane Lease	962.00	Aviation Group Associates	7/12	7/21
7/2-7/20	Airplane Lease	1,114.06	Airplane Services	7/26	8/25
7/15-7/16	Airplane lease	104.00	Aviation Group Associates	9/24	9/30
7/14-7/30	Airplane lease	804.00	Dugger & Sons	7/14	7/21
7/18	Airplane lease	104.00	Aviation Group Associates	8/24	8/25
7/28-8/4	Airplane lease	786.72	Airplane Services	9/16	9/30
7/30	Airplane charter	800.00	Colemill Enterprises	7/30	8/25
7/31	Airplane charter	488.00	Colemill Enterprises	8/2	8/25
* 5/13	Airplane charter	104.94	Campbell Aero Ser.	8/31	9/30
7/21	Airplane fuel	46.78	Exxon credit card	8/17	8/25
8/20	Airplane fuel	187.02	Exxon credit card	9/30	9/30
9/20	Airplane fuel	431.36	Exxon credit card	9/30	9/30
6/8	Pilot services	75.00	Keith Bandy	6/8	6/30
7/2	" "	235.00	Keith Bandy	7/2	7/21
7/27	" "	85.00	Keith Bandy	7/27	8/25
6/1	Pilot Services	75.00	Russ Hancock	6/1	6/30
6/7	" "	150.00	Russ Hancock	6/7	6/30
6/21	" "	200.00	Russ Hancock	6/21	6/30
6/25	" "	150.00	Russ Hancock	6/25	6/30
7/2	" "	150.00	Russ Hancock	7/2	7/21
7/12	" "	300.00	Russ Hancock	7/12	7/21
7/19	" "	150.00	Russ Hancock	7/19	7/21
7/27	" "	400.00	Russ Hancock	7/27	8/25
7/30	" "	75.00	Russ Hancock	7/30	8/25
9/20	Pilot Services & expenses	420.00	Russ Hancock	9/20	9/30

7 0 2 1 0 2 4 4 6 3 3
AUGUST - NOVEMBER 1976

EXPENSE DATE OR STMT. DATE	DESCRIPTION	AMOUNT	HOW PAID	DATE PAID	DATE REPORTED
8/28	Admiral Benbow Inn Memphis	21.75	American Express	11/1	11/22
8/29	Hyatt Regency Washington, D. C.	244.63	"	11/1	11/22
9/3	Holiday Inn Memphis	40.85	Gulf Oil	10/6	10/18
9/6	Spaghetti Store Memphis	12.11	American Express	11/1	11/22
9/8	Holiday Inn Dyersburg	47.97	Gulf Oil	10/6	10/18
9/12	Hilton Inn Nashville	14.03	American Express	11/1	11/22
9/14	Sheraton Motor Inn Memphis	39.76	"	11/1	11/22
9/16	Ridge Inn Oak Ridge	25.20	"	11/1	11/22
9/22	Frassrand Terrace Motel Winchester	31.80	"	11/12	11/22
9/23	Howard Johnson Motor Lodge Knoxville	34.26	"	11/12	11/22
9/24	Sheraton Motor Inn Chattanooga	61.36	"	11/12	11/22
9/26	Holiday Inn Milan	57.78	"	11/12	11/22
10/1	Holiday Inn Morristown	46.96	"	11/12	11/22
10/4	Holiday Inn Memphis	23.11	"	11/12	11/22
10/6	Ramada Inn Jackson	28.95	"	11/12	11/22
10/7	Pete & Sams Memphis	13.47	"	11/12	11/22
10/10	Travelodge Knoxville	31.80	"	11/12	11/22
10/11	Sheraton Motor Inn Memphis	39.68	"	11/12	11/22
10/15-16	Camara Inn Johnson City	236.24	"	12/21	12/31
10/17-19	Holiday Inn Chattanooga	195.67	"	11/12	11/22
10/20-24	Sheraton Motor Inn Memphis	281.29	"	12/21	12/31
11/1	Holiday Inn Memphis	116.48	"	12/21	12/31
11/6	Holiday Inn Jackson	36.22	"	12/21	12/31
11/8	Hyatt Regency Knoxville	40.52	"	12/21	12/31

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11/15	Sheraton Motor Inn Chattanooga	46.91	American Express	12/21	12/31
	Hyatt Regency Knoxville	94.13	Hyatt Reg.	10/21	11/22
9/24	Gasoline for auto	109.25	Gulf Oil	10/6	10/18
10/20	" " "	42.15	Exxon USA	11/1	11/22
11/18	" " "	51.39	Exxon USA	11/24	12/31
8/29	Braniff Airways to Washington & return	132.00	American Express	11/1	11/22
9/7	American Airlines to Washington & return	132.00	American Airlines	9/7	9/30
11/5	Piedmont Airlines to Memphis & return	72.00	American Express	12/21	12/31
11/7	Piedmont Airlines Nash-Mem-DC-Knox-Nash	242.00	"	12/21	12/31
8/16	Airplane charter	891.00	Corporate Air Fleet	9/7	9/30
8/27	Airplane charter	486.00	Central Air Transport	8/27	9/30
8/7-14-15	Airplane lease	357.50	Aviation Group Assocs.	9/24	9/30
8/18	Airplane lease	185.85	Airplane Services	9/17	9/30
8/27	Airplane lease	143.00	Aviation Group Assocs.	9/24	9/30
See last entry 9/7	Airplane charter	405.00	Colemll Enterprises	9/20	9/30
9/9	Airplane charter	130.00	Colemll Enterprises	9/20	9/30
9/10-11-13	Airplane lease	684.00	Airplane Services	9/16	9/30
9/14-30	Airplane lease	3,599.58	Publix Oil	10/8	10/18
* 10/1-14	Airplane lease	2,076.28	Publix Oil	Accts. payable	12/31
10/15-16	Airplane lease	420.00	Aviation Group	10/26	11/22
10/16-22	Airplane lease	1,103.45	Publix Oil	Accts.payable	12/31
** 10/22	Airplane charter	1,320.00	Colemll Enterprises	10/26	11/22
10/23-11/2	Airplane lease	1,951.18	Publix Oil	Accts.payable	12/31
10/30	Airplane charter	1,230.00	Colemll Enterprises	10/26 10/30	11/22
11/17-19	Airplane charter	450.00	Ten-One Corporation	Accts.payable	12/31
9/3-6-13	Airplane charter	591.50	Graymere Aviation	10/31	11/22

10/16	Airplane fuel	68.43	John Pitts	10/16	10/18
10/20	Airplane fuel	90.46	Exxon USA	11/1	11/22
8/24	Pilot Services	150.00	Russ Hancock	8/24	9/30
9/1	" "	150.00	" "	9/1	9/30
9/20	" "	155.00	" "	9/20	9/30
10/30	" "	375.00	" "	10/30	11/22
11/22	" "	225.00	" "	11/22	12/31

* Less 1,500.00 deposit paid 10/19 reported 11/22

** Plane for press traveling with the candidate.

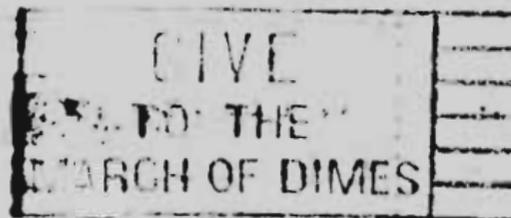
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BARRETT, BRANDT & BARRETT, P.C.

LAW OFFICES ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219

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RECEIVED
MAY 17 1977 10:42



General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

BARRETT, BRANDT & BARRETT, P.C.

LAW OFFICES ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219



ALWAYS USE
ZIP CODE

Mr. Charles Steele
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

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BARRETT, BRANDT & BARRETT, PC

LAW OFFICES ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219



ALWAYS USE
ZIP CODE

FEB 17 1977 10:42

Mr. Charles Steele
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

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MEMORANDUM CONCERNING THE BANK
LOANS RECEIVED BY SENATOR JAMES
R. SASSER IN CONNECTION WITH HIS
1976 CAMPAIGN FOR UNITED STATES
SENATE

SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20006
TELEPHONE 202: 872-1730

TELEX 89-463

Founded in 1866 as
Williams & Thompson

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4364

February 28, 1977

Charles N. Steele, Esquire
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

On behalf of Senator James R. Sasser, we transmit herewith a document entitled, Memorandum Concerning The Bank Loans Received By Senator James R. Sasser In Connection With His 1976 Campaign For United States Senate. This memorandum has been prepared in accordance with the Commission's Compliance Procedure Regulations, and in particular Part 111.4 which authorizes a person under investigation to submit factual and legal information demonstrating that no action should be taken against him.

This memorandum, and the Commission's file concerning Senator Sasser, contain confidential commercial information concerning the operation of the banking industry in Tennessee which is protected from mandatory disclosure under the Freedom of Information Act ("FOIA") by 5 U.S.C. §552(b)(4). If such information is not deleted prior to the release of the Sasser file to the public, substantial competitive injury is likely to result to the banks named therein. In addition other provisions of FOIA and the banking laws may restrict the release of this information. As a result, we request that prior to release, we be given an opportunity to specify precisely which information is protected by FOIA or a provision of the banking laws. If you find this proposed procedure

Charles N. Steele, Esquire
February 28, 1977
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to be acceptable, we would appreciate a written response stating your agreement with this procedure.

We believe that this memorandum, which describes the transactions under investigation, supports the conclusion that no further action against the Senator or the Sasser for Senate Committee is warranted. We, of course, will be happy to provide any additional information that the Commission believes is necessary in connection with this investigation.

Sincerely,



Michael A. Nemeroff

MAN:pd

MEMORANDUM CONCERNING THE BANK LOANS RECEIVED
BY SENATOR JAMES R. SASSER IN CONNECTION WITH
HIS 1976 CAMPAIGN FOR UNITED STATES SENATE

I. INTRODUCTION

This memorandum is submitted on behalf of Senator James R. Sasser pursuant to the Federal Election Commission's compliance procedure regulations. Part 111.4 of the Commission's regulations states that a person subject to an investigation may submit "factual or legal information which he or she believes demonstrates that no action should be taken against him" This memorandum will provide factual and legal information in response to questions raised by the Commission in connection with certain bank loans received by Senator Sasser and certain loans made by the Senator to the Sasser for Senate Committee. It is Senator Sasser's position that no further action by the Commission pursuant to the Federal Election Campaign Act, 1971, as amended ("FECA") is warranted with respect to the bank loans under investigation.

This proceeding was begun in response to a complaint filed by Harry Sadler on August 3, 1976, which made numerous allegations of violations of FECA by Senator Sasser and his campaign committee. In accordance with the letter to Charles N. Steele on January 31, 1977, this memorandum responds only to paragraph 9 of the complaint which alleged

that Senator Sasser borrowed \$250,000 from certain banks without pledging any collateral to finance his campaign in violation of FECA.^{*/} The Federal Election Commission reviewed this complaint as supplemented by a letter from Sadler dated August 23, 1976 and an answer filed on August 27, 1976 by George E. Barrett, counsel to Senator Sasser, and concluded that further investigation was warranted.

In a letter dated September 22, 1976, the Commission stated that the loans which Senator Sasser had received and the loans from such funds made by the Senator to his campaign committee were not properly reported in violation of 2 U.S.C. §434(b)(5). In addition, the Commission stated that because the loans were "exceedingly large" and "unsecured," they were not made in the ordinary course of business and were, therefore, in violation of 2 U.S.C. §441b(a). The September 22 letter requested all pertinent documentation regarding the loans under review and any repayments.

II. STATEMENT OF FACTS

A. The Bank Loans Made To Senator Sasser

Senator Sasser made two loans, evidenced by four notes, with two banking institutions totalling \$125,000 from

*/ A second complaint concerning the same bank loans was filed on September 23, 1976, by C.D. Hopkins, Sr., and it has been made a part of this proceeding.

May 27, 1976 to November 1, 1976. At no time during this period did the Senator have in excess of \$125,000 in debt outstanding; during a substantial portion of this period, however, his outstanding loans were approximately \$25,000. These funds were borrowed to aid in the financing of his Senate primary campaign and are the only unsecured loans Senator Sasser made during 1976. Each loan, although unsecured, was made at the prevailing rate of interest and has been entirely repaid with the exception of the last loan for approximately \$20,000 which remains outstanding. Contrary to Sadler's allegations, Senator Sasser never borrowed \$250,000.

The first loan negotiated by Sasser, in the amount of \$25,000, was made by the United American Bank of Nashville, Tennessee ("United American") on May 27, 1976.^{*/} This loan was evidenced by a note signed by Senator Sasser, made for a 32 day term but automatically renewed until paid, and bearing interest at the rate of 9 percent per annum. The note was not cosigned or guaranteed by any other person and no collateral was pledged to secure its repayment.

United American's credit file demonstrates that the bank carefully investigated Senator Sasser's ability to

*/ Funds were provided on the same date that the loan was made by means of a cashier's check payable to Senator Sasser.

repay this loan. The hand written notes in the Senator's credit file indicate that the purpose of the loan was to finance Sasser's primary campaign. In addition, the notes indicate that Sasser had no significant debt, other than a mortgage of less than \$25,000 secured by a personal residence valued at approximately \$80,000. The notes state that repayment may be made from "personal cash flow" or by re-financing Sasser's home mortgage. The notes further state that the Senator is a partner in one of the best law firms in Nashville and that by making this loan the bank might acquire considerable additional business. In addition to these notes, the credit file also contains the first page of the Senator's 1975 Federal income tax return showing taxable income in excess of \$52,000.

The credit application form, completed at the time the United American loan was requested, indicates that a statement of net worth was requested from the Senator. Shortly thereafter, Sasser supplied a personal financial statement dated June 14, 1976 showing a net worth of more than \$174,000. Significantly, the statement showed no unsecured debt other than the \$25,000 loan which was reflected in assets as part of the Senator's cash in hand totalling \$31,785 and was also itemized under liabilities. Although the financial statement was unaudited, United American typically accepts

such statements from individual borrowers of good reputation.^{*/} All documents contained in United American's loan file, including the note and the cashier's check, are attached hereto and marked Exhibit A.^{**/}

Senator Sasser's second loan was made by the Tracy City National Bank ("Tracy City") on July 13, 1976 in the amount of \$100,000. This loan was evidenced by a Tracy City note dated June 11, 1976, payable on demand, bearing interest at the rate of 9 percent per annum and executed by Senator Sasser. The note was dated more than a month before the loan was actually made. Senator Sasser's loan was approved by the Tracy City bank's loan committee on June 11, 1976, a note was prepared on that date and mailed to the Senator. Sasser, however, was reluctant to incur this substantial obligation until the funds were actually needed and; therefore, he did not sign the note until the second week in July. The note was received by the bank in the mail of July 13 and was funded the same day.

After the Tracy City loan committee approved the loan on June 11, 1976, it was discovered that a director of

^{*/} Senator Sasser's personal statement and his 1975 Federal Income tax return were prepared by his regular accounting firm, Boener and Kraft, of Nashville, Tennessee.

^{**/} The check and the note were drawn on Hamilton Bank commercial paper; United American was formerly the Hamilton Bank.

the bank, who was not a member of the loan committee, was an active supporter of Senator Sasser's primary opponent, John J. Hooker. To avoid a conflict among board members, Tracy City decided to withdraw from participation in the loan. Charles N. Turner, a Director of Tracy City, and the member of its loan committee that suggested making the Sasser loan was also Chairman of the Executive Committee of the Franklin County Bank of Winchester, Tennessee (the "Franklin Bank"). As a member of that bank's loan committee, he presented the Sasser loan and the bank agreed to accept it.

Instead of mailing Sasser a new note from the Franklin Bank and obtaining return of the Tracy City note, the two banks agreed that the Franklin Bank would purchase the Tracy City note without recourse. This approach was selected because it would have been cumbersome for Tracy City to withdraw its offer of a loan to Senator Sasser by asking for return of its note and substituting a Franklin Bank note. The agreement between the banks to transfer the Sasser loan was made without informing the Senator. Thus, until this investigation, Senator Sasser had no knowledge that his note had been transferred from Tracy City to the Franklin Bank at the time the loan was made. The transfer of obligations without informing the borrower is a frequent occurrence in the banking industry. As will be seen, such transfers occurred at other times in connection with the Sasser loans.

As part of the agreement between Tracy City and the Franklin Bank, Tracy City briefly funded the note. On July 13, 1976, the date Sasser's note was received, Tracy City, in accordance with normal banking practice, contacted Sasser's bank, the Nashville City Bank & Trust Co. ("Nashville City") and requested that it credit Sasser's account with \$100,000 and debit Tracy City's account in a like sum.^{*/} On the same date, the Sasser note was delivered to the Franklin Bank in return for which Tracy City received a cashier's check for \$100,000. This check was deposited at Tracy City on July 14 and the Sasser loan was cleared from Tracy City's books. Tracy City had no further transactions in connection with the Sasser loans.

The passage of time between the approval of the Sasser loan by the Tracy City loan committee and the return of the executed note and the funding of the loan is the basis of the apparent conflict in the affidavit of Charles N. Turner dated August 28, 1976 and the verified statement of Roy G. Trussell dated October 25, 1976. The Turner affidavit

^{*/} Similar transactions are a frequent occurrence in the banking industry. Many large banks maintain a substantial correspondent division that arranges the transfer of funds by debiting or crediting the accounts of other banks maintained with it. By transferring funds through bookkeeping entries, transactions are processed more quickly and the physical transfer of funds is avoided.

is accurate in stating that Sasser applied for a loan of \$100,000 on June 11, that the loan was approved on that date, and that the bank requested Sasser to escrow the first year of interest and to purchase a credit life insurance policy. Because arrangements for the transfer of the loan had been made prior to funding the loan, the interest was deposited in an escrow account at the Franklin Bank and credit life insurance was arranged by that bank. For this reason, Trussell's statement that because Tracy City "did not participate in the above loan, we have no knowledge nor records pertaining to the participating banks, escrow agreements nor life-insurance policies" was accurate,^{*} except that it failed to acknowledge that Tracy City had briefly funded the Sasser loan.

The Franklin Bank loan to Senator Sasser was also unsecured; however, it was made at the prevailing rate of interest for similar borrowers, 9 percent per annum. In addition, the interest for the first year was placed in an escrow account and a credit life insurance policy securing repayment of the loan in the event of the Senator's death was

*/ The letter of Alfred Eskew, President of the Franklin Bank, dated December 24, 1976 states that the Sasser loan was purchased from Tracy City on July 28, 1976. This is not accurate as indicated above, Eskew meant that documentation of the loan was completed by that date. As explained infra, the documentation of the participations of other banks was completed in the period from July 13 to July 28.

This was supplemented, before funding of the loan, by the financial statement and first page of the 1975 Federal income tax return that was also part of the United American loan file. These items have already been included in Exhibit A.

The absence of extensive written credit information supporting the Franklin Bank loan is not unusual in the Tennessee banking industry, and it is a particularly common practice among rural banks like the Franklin Bank. Personal knowledge of the character and credit of the borrower is considered of primary importance; therefore, largely oral presentations to the banks' loan committee are the rule and not the exception. This practice contrasts sharply with the practice in large commercial banking institutions located in major urban areas; however, because banks such as the Franklin Bank are small, they have the ability to develop strong personal relationships with their customers. As noted in Turner's letter to the Commission dated October 8, he had been well acquainted with Senator Sasser for several years. For this reason, banks such as the Franklin Bank, do not maintain extensive written credit information. The material in the Sasser file -- his personal statement and 1975 Federal income tax return -- is similar to many other loan files maintained by the bank. ^{*/} Attached hereto and marked

^{*/} Although Senator Sasser's personal statement is unaudited, the Franklin Bank typically accepts unaudited statements as a basis for unsecured loans.

Exhibit B is a copy of the Tracy City note, the Franklin Bank's cashier's check for \$100,000, Sasser's checks for \$1384 and \$9435, and Tracy City's cashier's check for \$1384.

The third note made by Senator Sasser was part of an effort to repay the May 27 United American loan. It was originally expected that part of the funds from the Franklin Bank loan would be used to repay the United American loan and that Sasser's outstanding debt would be \$100,000. The May 27 note was cancelled, therefore, on July 15, on the understanding that the United American note had been repaid by the Franklin Bank. It was discovered on July 16, however, that all of the funds from the Franklin Bank loan had been advanced to Senator Sasser and United American had not been repaid. Therefore, on July 16, Senator Sasser executed a United American note in the amount of \$25,000, bearing interest at 9 percent per annum, and payable on demand. This note merely replaced the earlier note with no change in the Senator's outstanding debt. Because United American still desired to be repaid, arrangements were made with the Franklin Bank to have the July 16 note purchased by the Gamaliel Bank of Gamaliel, Kentucky. This occurred on July 16 and is evidenced by the endorsements on the July 16 note which is attached hereto and marked Exhibit C. Because Senator Sasser had executed a United American note on July 16 and was not

informed of the transfer, he had no knowledge until this investigation that his debt with United American had been transferred to the Gamaliel Bank. ^{*/}

The fourth note signed by Senator Sasser was a United American note dated November 1, 1976, in the amount of \$20,169 for a term of 60 days, bearing interest at the rate of 8 1/2 percent and was arranged as part of the repayment of the Franklin Bank loan, described in more detail infra. This note was renewed on January 30, 1977, in the amount of \$20,597.59 and is the only Sasser loan presently outstanding. A copy of the November 1, 1976 note and the January 30, 1977 note are attached hereto and marked Exhibit D.

The transfer of the United American note on July 16 resulted in the withdrawal of that bank from the Sasser loans until the November 1 note was executed. The August 23, 1976 affidavit of Frank Woods, President of United

*/ That Sasser was unaware of this transfer is evidenced by the news account of the July 30 press conference, previously discussed, at which Senator Sasser stated that he had a loan outstanding at United American. As explained infra, the banking industry in Tennessee considers the transfer of loans to be highly confidential. It is not unusual for the borrower to be unaware that his loan has been transferred; and, therefore, the banks involved in the Sasser loans did not correct the inaccurate press accounts by making a public statement.

American, accurately described the May 27 loan to Sasser but failed to indicate that at the time the affidavit was made the bank had been repaid. This omission, however, was corrected in the letter from Frank Woods to William C. Oldaker dated October 26, 1976. Item (2) in the letter states that the bank's May 27 loan had been repaid in full.

B. The Participation Of Other Banks In The Loans
Of Senator Sasser

The practice of dividing loans among a number of participating banks is common in Tennessee, although not well known to the public. In general, banks are reluctant to disclose that a loan has been divided because it is considered detrimental to the relationship that each bank seeks to develop with its own customers. As a result, Senator Sasser had no knowledge until this investigation that a number of banks had participated in his Franklin Bank loan.

Participations are arranged by the bank originating the loan, sometimes to avoid a violation of the bank's loan limit but also for other reasons such as avoiding an unduly large commitment to one borrower. In general, participating banks rely upon the credit investigation of the originating bank, although a participating bank, acquiring what it considered to be a substantial position, might re-

quest credit information and make an independent evaluation.^{*/}
When a participation is arranged, each of the participating bank agrees to accept a specified portion of the loan and interest at a rate usually between 1/4 and 1/2 percent below the interest rate of the original loan.^{**/} In addition, each bank usually purchases a credit life insurance policy for its pro rata share of the loan. As the loan is repaid, the originating bank remits principal and interest to the participating banks on a pro rata basis. Participation loans in Tennessee are evidenced by a Loan Participation Certificate executed by the originating and participating banks.

The letter of Frank Woods, President of United American, dated October 26, 1976, states that United American did not sell any participations in its \$25,000 loan to any other banks. Because Tracy City received funds from the Franklin Bank on the same day that it advanced funds to

^{*/} In the case of the Sasser loan from the Franklin Bank none of the participating banks considered their position sufficiently substantial to warrant an independent investigation.

^{**/} This difference is, in effect, a service charge collected by the bank originating the loan.

Sasser, there was no need for it to arrange participations.^{*/} Moreover, no participations were arranged by the Gamaliel Bank in connection with the \$25,000 loan of July 16 transferred to it from United American.

Because the Franklin Bank had agreed to purchase the Senator's note from Tracy City, it arranged for the participation of other banks in the Sasser loan. After the note was purchased, Participation Loan Certificates were completed and were accepted by the participating banks. The banks that participated and the amount of their participation are as follows:

United American Bank - Nashville	\$ 25,000.00
First National Bank-Livingston	10,000.00
C & C Bank, Knox-County-Knoxville	15,000.00
C & C Bank, Union Co.-Haywardsville	15,000.00
First National Bank-Cookeville	5,000.00
Bank of Putman County-Cookeville	5,000.00
Gamaliel Bank, Gamaliel, Ky.	20,000.00
Franklin County Bank	5,000.00
	<u>\$ 100,000.00</u>

A copy of each participation certificate is attached hereto and marked Exhibit E.

*/ The October 8, 1976 letter of Charles N. Turner to the Commission which states that "participating banks were sold varying amounts of the loan, so as not to be in violation of banking laws" was inaccurate only in so far as it implied that the participations were arranged by Tracy City instead of the Franklin Bank.

C. Loans By Senator Sasser To His Campaign Committee

The cashier's check received by Senator Sasser from United American on May 27 was indorsed to the Sasser for Senate Committee on June 15, 1976 and deposited in the latter's account. This delay occurred because the campaign committee did not have an immediate need for funds at the time the loan was made. The proceeds from the Franklin Bank loan were credited to Senator Sasser's account at Nashville City, as previously described, on July 13, 1976. These funds were not turned over to the campaign committee directly in order to control their disbursement by making loans to the committee as funds were needed. Each time a loan was made to the campaign committee Senator Sasser drew a check upon his account, marking it as a "loan to campaign committee." The first loan to the campaign committee from Franklin Bank funds was made on July 14, 1976, in the amount of \$12,850; loans in varying amounts were made thereafter. Each loan to the committee was made on terms identical with the terms of the bank loans made to the Senator. Thus, in each case the committee agreed to pay the outstanding balance of the loans received from Sasser on demand together with 9 percent interest per annum. The loans made by Senator Sasser to his campaign committee were as follows:

June 15, 1976.....	\$ 25,000
July 14, 1976.....	12,850
July 19, 1976.....	18,500
July 21, 1976.....	9,250
July 22, 1976.....	25,900
July 28, 1976.....	22,500
	<u>\$114,000</u> */

Each of the loans made by Senator Sasser to his committee was documented in the committee's reports filed pursuant to FECA. In each case, Schedule C of the report notes the date of the loan from Sasser to the committee, the amount of the loan, and identifies the source as Senator Sasser. Personal reports were also filed by Senator Sasser pursuant to Part 104.1(b) of the Commission's regulations. These reports do not identify the loans made to the Senator by the banks nor do they report that Sasser loaned funds to the committee. The decision not to include these loans in Sasser's personal report was made after consulting with an employee of the Commission, believed to be Sally Bowen, on or about June 15, 1976, at the time that Senator Sasser loaned the United American funds to the campaign committee. Gary Blackburn, Treasurer to the campaign committee, fully discussed the United American loan with Sally Bowen and concluded based upon that conversation that it was reportable only as a loan from Senator Sasser to the committee.

*/ A copy of each check by which loans were made from Senator Sasser to his committee is attached hereto and marked Exhibit F.

The Sasser for Senate Committee treated all loans made to it by Senator Sasser as debt incurred in connection with the primary election held on August 5, 1976. The Committee's primary reports, list the loans from Senator Sasser on Schedule C as previously described and in item 16 which summarizes loans outstanding. After the primary report dated October 8, 1976, which covers primary contributions and expenditures for the period ending September 30, 1976, information concerning the loans was not provided until the year-end primary report. The pre-election and post-election reports filed by the committee, dated October 21, 1976 and December 1, 1976, respectively, only provided information concerning the general election. The year-end primary report, however, included full information concerning the Sasser loans and their repayment. Schedule B of the year-end report lists repayments of \$100,000 in loans to Senator Sasser, and Schedule C states that the committee's outstanding debt to Sasser totals \$17,494.29 of which \$3,494.29 represents interest owed to the Senator. ^{*/}

^{*/} The decision to file separate third quarter and year-end reports for the primary and general election was made by Gary Elackburn because the Commission's staff encouraged him to file separate reports in that fashion. Kent Cooper, the Commission's Assistant Staff Director for Disclosure, confirmed that the Commission encourages committees to file separate (Cont.)

As explained by Gary Blackburn, Treasurer to the campaign committee, in his response to the Commission's subpoena, served on October 19, 1976, the majority of the funds used to repay the Sasser loans was collected in connection with two fund-raisers, conducted by supporters of Senator Sasser on September 17, 1976 and September 29, 1976. These events resulted in the collection of \$90,500, of which \$7,175 were designated as general election contributions and the remainder was designated as primary contributions.

The supporters were reimbursed for the cost of each event and these expenses were reported on Schedule B of the committee's third quarter and year-end primary reports. In addition, as checks were collected, turned over to the committee, and verified as primary contributions, they were reported on Schedule A of the primary report for the appropriate period. The small portion of the funds designated

(Cont.)

reports for the primary and general elections. He further stated that if a committee adopted this procedure, then the pre-election and post-election reports in connection with the general election should contain only contributions and expenditures in connection with the general election. Thus, contrary to the suggestion in the letter from the Commission to George Barrett dated November 24, 1976, there was no need for the committee to report particulars related to the repayment of the Sasser loans in the pre- and post-election reports filed in connection with the general election.

for the general election was reported on Schedule A of the appropriate general election report.

The Sasser for Senate Committee filed reports in connection with the general election campaign as follows:

<u>Type of Report</u>	<u>Report Date</u>	<u>Period Covered</u>
Third Quarter	10/7	8/15 to 9/30
Pre-Election	10/21	10/1 to 10/18
Post-Election	12/1	10/19 to 11/22
Year-End	1/31	11/23 to 12/31

These reports, as stated above, do not contain any information concerning the Sasser loans because they relate only to contributions and expenditures in connection with the general election.

D. Repayment Of The Bank Loans By Senator Sasser

The loans, made to Senator Sasser, have been repaid in full, except for approximately \$20,000 which remains outstanding. Repayment was made in three steps. The Franklin Bank loan was substantially reduced by an \$80,000 payment, received on October 12, 1976. The funds for this payment were provided by the campaign committee in a check drawn to the order of James R. Sasser in the amount of \$80,000 dated October 8, 1976. Sasser endorsed this check and deposited it at United American which, through its correspondent division, credited

the Franklin Bank's account. United American then transferred these funds to each of the participating banks by crediting the account of such banks maintained by United American and other banks and by debiting the account of the Franklin Bank. This transaction is summarized in a letter to Eskew from United American dated October 12, 1976, attached hereto and marked Exhibit G. The remainder of the Franklin Bank loan was repaid by the November 1 United American note signed by Senator Sasser in the amount of \$20,169. As stated in Eskew's December 24 letter, the Franklin Bank loan was entirely discharged by November 5, 1976.

A second campaign committee check in the amount of \$20,000 was also received by Senator Sasser on November 1, 1976. These funds were used to reduce the United American note transferred to the Gamaliel Bank from \$25,000 plus interest to approximately \$5000. In addition, substantial interest from the Franklin Bank loan remained because Senator Sasser had advanced the interest for one year. These funds were used to discharge completely the loan transferred to the Gamaliel Bank. Consequently, the only loan that Senator Sasser presently has outstanding is the November 1 United American loan for approximately \$20,000.

E. United American And The Franklin Bank Have Been Examined by Federal Regulatory Authorities While The Sasser Loans Were Outstanding But NO Question Concerning The Sasser Loans Was Raised

United American and the Franklin Bank are state banking institutions and are regularly examined by state and Federal regulatory authorities. United American is a member of the Federal Reserve System and is examined by that agency. The Franklin Bank is insured by the Federal Deposit Insurance Corporation ("FDIC") and is examined by FDIC.^{*/} The procedures followed by each agency with respect to the review of outstanding loans made by each institution is in all material respects the same.^{**/} In each case the examiner prepares a written report which is provided to the bank but, pursuant to 12 C.F.R. 309, is a confidential document not publicly available.^{***/}

^{*/} United American is also insured by FDIC; however, as a Federal Reserve Member its examination is conducted by the Federal Reserve System and a copy of the examiner's report is forwarded to FDIC for review.

^{**/} Tracy City and some of the banks that participated in the Sasser loans are national banks which are examined only by the Comptroller of the Currency under procedures that are essentially the same as the procedures used by FDIC.

^{***/} The FDIC Report, provided to the bank, contains a legend which states, inter alia, that:

"This copy of the report is the property of the Federal Deposit Insurance Corpora-
(Cont.)

In the case of each bank, the examiner reviews its outstanding loans to determine whether they are in compliance with applicable banking statutes and regulations. The first schedule in the FDIC Report is entitled "Violations of Laws and Regulations." According to FDIC's Manual of Examination Policies, this schedule "is designed to cover all violations of laws and regulations." (Section B, page 1). Thus, any loan exceeding the bank's authorized loan limit or violating other provisions of Federal law are listed.

In addition, loans are reviewed to evaluate the likelihood of repayment; loans of questionable quality are classified as "substandard," "doubtful," or "loss" and are specifically discussed by the examiner in the examina-

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tion and is furnished to the bank examined for its confidential use. Under no circumstances shall the bank, or any of its directors, officers, or employees disclose or make public in any manner the report or any portion thereof. If a subpoena or other legal process is received calling for production of this report, the Regional Office of the Federal Deposit Insurance Corporation should be notified immediately. The attorney at whose instance the process was issued and, if necessary, the court which issued it, should be advised of these restrictions and referred to Part 309 of the Federal Deposit Insurance Corporation Rules and Regulations."

tion report. The definitions of these terms are described at length in the FDIC Manual (Section H, page 5); basically, a "substandard" loan possesses more than an ordinary amount of risk, a "doubtful" loan is likely to result in a substantial loss to the bank, and a "loss" loan is considered uncollectable. In addition, the Manual also states that the examiner is required to list in his report "special mention" loans which are defined as:

"[L]oans which do not presently expose the bank to a sufficient degree of risk to warrant adverse classification, but which possess credit deficiencies deserving management's close attention." (Section H, page 5)

Loans that are not criticized by the examiner are not classified and are not discussed in the report. Although many factors may lead to the classification of a loan, it is appropriate to note in the context of this investigation that a loan which is considered too large to be made on an unsecured basis would be classified or at least listed as a "special mention" loan.

United American's examination was conducted covering all loans outstanding as of November 1, 1976. The examiner's report dated December 17, 1976, which is on file at the bank, does not classify the Sasser loan of \$20,169, nor is the loan listed for "special mention." The Franklin Bank's examination

was conducted covering all loans outstanding on November 1, 1976. The examiner's report dated January 6, 1977 which is also on file at the bank does not classify the Sasser loan of \$100,000, nor does it list the loan for "special mention." ^{*/}

The other banks that participated in the Sasser loans are either state or national banks. None of these banks, with the exception of the Gamaliel Bank, have been examined by either a Federal or State regulatory authority while the Sasser loans were outstanding. The Gamaliel Bank is a state bank and was examined by FDIC as of November 1, 1976; it has received its report, and the Sasser loans were not criticized. State authorities, however, have not examined the Gamaliel Bank since the Sasser loans were made. Tracy City was examined by the Comptroller of the Currency which reviewed the Sasser loan after it was cleared from Tracy City's books. Tracy City has not received its report as yet; it does not, however, expect the Sasser loan to be criticized.

Of course, in large banking institutions not all loans are examined. The FDIC Manual states that the examiner

*/ United American was last examined by the Tennessee Department of Banking on May 17, 1976, and the Franklin Bank's examination by the State was prior to July 13. Because these examinations pre-dated the Sasser loans, state authorities have not had an opportunity to review them.

must establish a "cut-off point" and that "the minimum size of loan to be appraised depends upon the characteristics of the individual bank." (Section H, page 9). It is unlikely that unsecured loans of the size of the Sasser loans would have escaped examination at any of the banks at which the loans were outstanding at the time of examination.^{*/} Moreover, according to Alfred Eskew, the President of Franklin Bank, the FDIC examiner stated that he was reviewing the Sasser loan. Because of the contents of United American's Report, there is no doubt that the Sasser loan was larger than the cut-off point.

It is not unusual for banks to have some loans classified after each examination. The Manual states, however, that:

"It is incumbent on the Examiner to avoid classification of sound loans. The practice of lending to sound businesses or individuals for reasonable periods, is a legitimate banking function." (Section H, page 5).

The fact that the Sasser loans were not criticized in the examination reports indicates that the applicable regulatory agencies considered these loans to be in compliance with banking laws and rules and also entirely sound.

^{*/} In general, loans which have been fully repaid prior to an examination are not subject to review, although, as in the case of Tracy City, this is not always true.

III. ARGUMENT

A. The Loans Made To Senator Sasser Were Not Contributions Prohibited By 2 U.S.C. §441b

Under FECA, it is unlawful for a national bank, corporation, or labor organization to make a "contribution or expenditure" in connection with the election of a United States Senator; the statute also prohibits a candidate or political committee from accepting such a contribution. 2 U.S.C. §441b. The banks that extended loans to Senator Sasser are incorporated state banking institutions and are, as such, subject to this prohibition. Section 441b(b)(2) provides, however, that the term "contribution or expenditure" does not include:

" . . . a loan of money by a national or State bank made in accordance with the applicable banking laws and regulations and in the ordinary course of business"

Therefore, if the loans made to Senator Sasser were made (1) in accordance with applicable banking laws and regulations and (2) in the ordinary course of business, such loans are not a "contribution or expenditure" and are not prohibited by section 441b. The examination by the FDIC and the Federal Reserve confirms that the Sasser loans were made in accordance with applicable banking laws and regulations.

Thus, the first element of the ordinary bank loan exception is satisfied. It is also clear that the second element of the exception is satisfied and that, as set out below, these loans were made in the ordinary course of business.

The ordinary bank loan exception was added in 1972 by the Federal Election Campaign Act of 1971, P.L. 92-225. Since that time, it has received virtually no attention by the courts or the Federal Election Commission. No reported judicial decision or Commission Advisory Opinion construing this provision has been found. In addition, the Commission's regulations, including the section entitled "Explanation and Justification," merely recite the statutory terms without further explaining their meaning.

The legislative history of the ordinary bank loan exception, however, provides considerable guidance concerning how Congress intended it to be applied. The Report of the Senate Committee on Rules and Administration states that:

"Loans to candidates or to political committees have recently been interpreted as contributions or expenditures. This amendment is intended to eliminate that construction so as to permit national and State banks to make loans pursuant to applicable banking laws and regulations."
S. Rep. No. 92-229, 2 U.S. Code Cong. & Admin. News 1823 (1972).

The Senate Report also stated that:

"Testimony received from witnesses was unanimously in favor of the granting

of loans by national or State banks if such loans were made pursuant to applicable banking rules and regulations. This means that a bank should exercise sound business judgment in extending loan privileges to a political candidate or committee in the ordinary course of business and demand, where necessary, certain security or collateral in order to support a reasonable expectation of payment in due course." S. Rep. No. 92-229, 2 U.S. Code Cong. & Admin. News 1825-1826 (1972).

The Supplemental Views of Senators Prouty, Cooper, and Scott, contained in the Senate Report, make clear that the ordinary bank loan exception is intended to insure that candidates of moderate means, as well as wealthy candidates, have access to sufficient funds to organize an effective campaign:

"[T]he committee clarified the law so that ordinary bank loans could be obtained. The reason for this change is obvious. No one wants a Federal election law which, in effect, says that only the very wealthy can run for elective office. As a practical matter, it is often necessary for a candidate to borrow money in order to defray immediate and pressing campaign expenses." S. Rep. No. 92-229, 2 U.S. Code Cong. & Admin. News 1858 (1972)

This legislative history indicates that Congress adopted the ordinary bank loan exception to insure the availability of campaign funds to candidates through reasonable borrowings. This exception, however, does not establish detailed criteria which bank loans must meet;

instead, the exception is broadly drafted to provide the banks substantial flexibility in determining the proper terms of a loan to a candidate. In this regard, it is significant that the Senate Report states that the banks should exercise "sound business judgment" in extending credit to candidates for political office.

The "sound business judgment" rule is a fundamental principal of corporate law which insulates the good faith decisions of corporate officers and directors from challenge by shareholders and others. As the court stated in Miller v. American Telephone & Telegraph Co., 507 F.2d 759, 762 (3rd Cir. 1974):

"The sound business judgment rule . . . expresses the unanimous decision of American courts to eschew intervention in corporate decision-making if the judgment of directors and officers is uninfluenced by personal considerations and is exercised in good faith. [citations omitted] Underlying the rule is the assumption that reasonable diligence has been used in reaching the decision the rule is invoked to justify."

The reference to sound business judgement in the Senate Report is a clear indication that Congress intended the banks to be free to extend credit on whatever terms deemed appropriate, as long as such credit is extended in good

faith and not as an attempt to evade the prohibition on political contributions.^{*/}

The Senate Report is also particularly relevant to this investigation because it states that security for bank loans need not always be required. Instead, the Report states that security should be required "where necessary . . . in order to support a reasonable expectation of payment in due course." Clearly, a loan made without such expectation, whether secured or not, would not be an ordinary bank loan. At most, therefore, the existence of security is only one factor in the determination of whether a bank loan to a candidate is proper.

As noted earlier, the Commission's "reason to believe" letter criticized the Sasser loans principally because they were unsecured. The letter stated:

"In view of the exceedingly large amount of the loans and the fact that they were

^{*/} Miller considered whether the write-off of a debt for communications services owed to AT&T by the Democratic National Committee was a prohibited corporate contribution. The analysis of the court is relevant here because the same statute at issue in this proceeding was considered and because the problem of corporate write-offs is closely analogous to the problem of bank loans. Miller held that the write-off was not prohibited unless it could be shown that "the services were provided with no intention to collect for them." Id. at 764. Similarly, it is clear that section 441b was not intended to prohibit the Sasser loans unless it can be shown that the banks did not expect repayment.

unsecured, the Commission has reason to believe that they were not made in the ordinary course of business and are, therefore in violation of 2 U.S.C. §441b(a)"

The legislative history to this provision strongly suggests that criticism of the Sasser loans on these grounds alone is unwarranted without a further demonstration that the banks, when making these loans, lacked a "reasonable expectation of payment" and intended, in effect, to make a contribution to the Sasser campaign.

The facts presented in this proceeding clearly demonstrate that the Sasser loans were made with a reasonable expectation of repayment. Most importantly, the Sasser loans have been substantially repaid and in a relatively short period of time. Although a total of \$125,000 in loans was made to Senator Sasser, this debt was outstanding for only three months, from July 13 to October 12, 1976. This fact, standing alone, strongly suggests that the banks' expectation of repayment at the time the loans were made was reasonable.

There are, however, numerous other facts presented in this investigation which further suggest that the Sasser loans were ordinary loans not intended as contributions. First, the loans to Sasser were documented in the customary fashion and were made at the prevailing rate of interest. Moreover, interest related to the Franklin Bank loan was

collected for one year in advance. Second, other incidents of a normal bank loan, such as credit life insurance, were obtained by the banks making the Sasser loans. Third, the banks examined Sasser's ability to repay his loans and obtained his financial statement and other information concerning his income. The information obtained in regard to the Sasser loans was comparable with the information usually obtained from non-political borrowers.^{*/} Fourth, the fact that Sasser carefully controlled the disbursement of funds to the campaign committee strongly indicates that he expected to repay these loans and did not consider them to be contributions.

In addition to these facts, particular weight should be given to the views of the applicable bank regulatory agencies. The Franklin Bank loan and the United American loan were reviewed and were found to be in compliance with applicable banking laws and regulations and sufficiently credit worthy to require no criticism.

^{*/} The FDIC Manual states that "Lending errors frequently result because of management's failure to obtain and evaluate proper credit information. Adequate and comparative financial statements, income statements and other pertinent statistical support should be available." (Section H, page 2) The examiner's reports did not criticize the credit information developed by the banks in support of the Sasser loans and, therefore, the information available should be considered to be in accordance with normal banking practice.

Although Federal bank examinations are conducted for a purpose unrelated to FECA, these findings are nevertheless relevant to the Commission's inquiry. The legislative history of the bank loan exception indicates that Congress was concerned that loans be made only when there was a reasonable expectation of repayment. This is exactly the test applied during a bank examination because the classification process, in effect, represents the examiner's judgment of the expectation that the loans reviewed will be repaid. Thus, because the Sasser loans were not classified, it may be concluded that the expectation of repayment was high and there was nothing unusual about the loans to warrant criticism. For these reasons, the loans to Senator Sasser were well within the ambit of the ordinary bank loan exception and there is no basis upon which to find that the loans violated 2 U.S.C. §441b.

B. The Reporting of the Bank Loans, Although Mistaken, Was Not A Violation Of FECA And No Sanction Is Warranted Other Than Amendment Of The Incorrect Reports

There is no doubt that the bank loans made to Senator Sasser should have appeared in his personal campaign reports. The loans were intended for use in his political campaign. Although 2 U.S.C. §431(e)(5)(G)(i) states that

such loans are not a "contribution," this provision requires that they "shall be reported in accordance with the requirements of section 434(b)." For the reasons set out below, however, the failure to report these loans does not warrant any action by the Commission other than obtaining correction of Senator Sasser's personal reports.

As previously explained, the bank loans were not included in the Senator's personal reports because Gary Blackburn, the campaign committee's Treasurer, had discussed the matter with Sally Bowen of the Federal Election Commission and had concluded that the loans were not reportable. It is not surprising that this conclusion was reached. The reporting provision previously cited, which made the obligation to report bank loans explicit, was added by the Federal Election Campaign Act Amendments of 1976 and became effective on May 11, 1976, approximately two weeks before the United American loan. Prior to this amendment, the law was confused; however, it seems to have exempted such loans from the reporting requirement.

Prior to the 1976 Amendments, the definition of "contribution" in the reporting statute contained a number of exceptions intended to make the items listed non-reportable. 2 U.S.C. §431(e)(5)(A)-(F). Subsection (F) provided that a contribution did not include:

". . . any payment made or obligation incurred by a corporation . . . which, under the provisions of the last paragraph of section 610 of title 18 . . . would not constitute an expenditure by such corporation"

This provision incorporated the ordinary bank loan exception into the non-reportable items listed in section 431(e) because the bank loan exception was part of the last paragraph of section 610.^{*/}

The law, prior to the 1976 Amendments, was sufficiently confused that the Federal Election Commission's "Campaign Guide For Committees" published in June 1976 identified the provision requiring bank loans to be reported as a new provision added by the 1976 Amendments.^{**/} Thus, it is not surprising that Gary Blackburn inquired of the Commission as to how the Sasser loans should be reported, and it is not surprising that he received the wrong answer.

^{*/} The Commission's "reason to believe" letter dated September 22, 1976, suggests that by failing to report the bank loans Sasser had violated 2 U.S.C. §434(b)(5) which requires that "each loan" in excess of \$100 be reported. This provision existed in its present form prior to the 1976 Amendments. In light of subsection (F), however, section 434(b)(5), before the 1976 Amendments, could reasonable have been interpreted as applying to loans other than ordinary bank loans.

^{**/} See page 1.15 of the Guide which states that "loans made by banks in the regular course of business do not count as contributions, but must be fully reported. This statement is marked with a double asterisk indicating that the requirement was added in 1976.

The failure to report the Sasser loans properly was an inadvertent error jointly made by the Commission staff and the campaign committee's Treasurer. The fact that the Treasurer inquired as to how to report the loans demonstrates that the mistake was not the result of negligence. The newness of an explicit reporting requirement and the confused state of the law prior to the 1976 Amendments were the causes of this error.

In addition, the circumstances surrounding the disclosure of these loans during the campaign demonstrates that the failure to report was not part of a plan to hide the origin of loans to the campaign by Sasser. Shortly after the May 27 United American loan, Senator Sasser made a full public disclosure of his assets, liabilities and income for the previous year. On June 23, 1976, Sasser held a press conference and released his personal statement and the first page of his 1975 Federal income tax return. The statement was identical to the statement provided the banks and showed a net worth of \$174,000; and, as previously noted, it detailed in the liabilities section the loan received from United American. The press release is attached hereto and marked Exhibit H.

Although the bank loans were not listed in his personal reports, Sasser fully disclosed the existence of the

bank loans made to him and their purpose. At the June 23 press conference, Senator Sasser was asked the purpose of the \$25,000 and he stated that the funds were borrowed to help finance his campaign. This response was reported in the press on June 24. A copy of an account describing the press conference is attached hereto and marked Exhibit I. Moreover, when inquiries were raised by Sasser's opponent as to the source of the loans to the committee, the Senator explained in a news conference on July 30, 1976, that he had borrowed the funds from the United American and Tracy City banks. Press reports concerning the news conference are attached to the Sadler complaint. As the court said in United States v. Finance Com. To Re-elect the President, 507 F.2d 1194, 1197-1198 (D.C. Cir. 1974), "[s]ecrecy or openness in the involved transaction are clear indications of guilty intent or its absence." Because Senator Sasser openly described the source of the funds that he loaned to the campaign committee, there can be no doubt that the failure to report the bank loans was not the result of an intention to evade the reporting requirement.

The circumstances surrounding the reporting of these bank loans demonstrates that a reporting error was made as a result of an honest mistake by both the campaign committee's Treasurer and the Commission's staff. The error was neither intentional nor the result of negligence. FECA

provides that such mistakes shall not be considered violations of the statute:

"When committee treasurers and candidates show that best efforts have been used to obtain and submit the information required by this subsection, they shall be deemed to be in compliance with this subsection."
2 U.S.C. §434(b).

This provision was added to FECA by the 1976 Amendments because Congress recognized that the statute was extremely complex, that unavoidably reporting errors would be made, and that candidates and treasurers should not be penalized as long as such errors were non-negligent and unintentional.

Because Senator Sasser and the campaign committee's Treasurer have met the "best efforts" test, the Commission should not penalize Senator Sasser or the Treasurer for the failure to report the bank loans. In order to properly clarify what occurred, however, Senator Sasser should amend his personal reports to properly reflect the bank loans.

IV. CONCLUSION

For all of the foregoing reasons, it is requested that the Commission conclude that no further action be taken against Senator Sasser or the Sasser for Senate Committee

with respect to the bank loans, other than to require Senator Sasser to amend his personal campaign reports to properly reflect these loans.

Respectfully submitted,

Michael Nemeroff

Michael A. Nemeroff
Sidley & Austin
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 872-1730

Attorneys for Senator Sasser

DATED: February 28, 1977

EXHIBIT A

73017944684



Hamilton Bank
Nashville, Tennessee

\$ 25,000.00 Per
32

Nashville, Tennessee May 27, 1966

32 DAYS AFTER DATE, FOR VALUE RECEIVED, I OR WE, JOINTLY AND SEVERALLY,

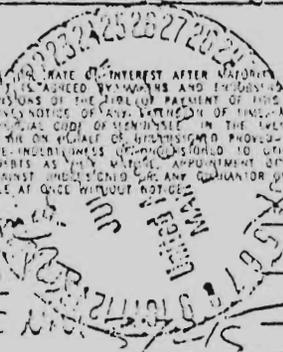
PROMISE TO PAY TO THE ORDER OF Hamilton Bank

THE SUM OF Twenty-five thousand ⁰⁰/₁₀₀ DOLLARS

AT 90 % INTEREST.

AT THE OFFICES OF SAID BANK IN DAVIDSON COUNTY, TENNESSEE, WITH THE RATE OF INTEREST AFTER MATURITY UNTIL PAID IF THIS NOTE IS COLLECTED BY AN ATTORNEY, BY SUIT OR OTHERWISE, WE AGREE TO PAY ALL ATTORNEY'S FEES AND COSTS OF COLLECTION. IT IS AGREED BY MAKERS AND ENDORSERS HEREOF THAT DEMAND, PROTEST AND NOTICE OF PROTEST OF THIS PAPER ARE EXPRESSLY WAIVED AND THAT HOLDER MAY CHASE AN EXTENSION OR EXTENSIONS OF THE DATE OF PAYMENT OF THIS NOTE OR ANY PART THEREOF TO THE MAKER WITHOUT RELEASING THE LIABILITY OF ANY OTHER PARTIES SECONDARILY LIABLE AND WITHOUT FURNISHING NOTICE OF ANY EXTENSION OF TIME TO RECURSE AGAINST ANY PARTY IN SUCH EVENT IS EXPRESSLY RESERVED. BANK SHALL HAVE ALL THE RIGHTS OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE OF TENNESSEE IN THE EVENT OF BANKRUPTCY, ATTACHMENT, INSOLVENCY, EXECUTION SUIT, OVERSIGHT, AND REPRESENTATION OR STATEMENT MADE OR FURNISHED TO THE BANK BY OR ON BEHALF OF ANY ENDORSER (WHICH) HAVE BEEN FALSE IN ANY MATERIAL RESPECT WHEN MADE OR FURNISHED ANY EVENT WHICH RESULTS IN THE ACCELERATION OF THE MATURITY OF THE INSTRUMENTS OF WHICH THIS NOTE IS ONE SHOULD TO OTHERS UNDER ANY INSTRUMENT, AGREEMENT OR CONTRACT, DEATH, RESOLUTION, TERMINATION OF EXISTENCE, BUSINESS FAILURE, LIABILITY TO PAY DEBTS AS THEY MATURE, APPOINTMENT OF RECEIVERS, ASSIGNMENT FOR THE BENEFIT OF CREDITORS, COMMENCEMENT OF ANY PROCEEDING UNDER ANY BANKRUPTCY OR RECEIVERSHIP LAWS BY OR AGAINST THE MAKER OR ANY ENDORSER OR SURETY, AND UNDISBURSED, OR IF SAID BANK AT ANY TIME DEEMS ITSELF INSOLVENT, THEN THE BALANCE MAY BE DECLARED AND TREATED AS DUE AND PAYABLE AT ONCE WITHOUT NOTICE.

JAMES R. SASSER
627 HILLSBORO
NASHVILLE, TENN



James R. Sasser

James R. Sasser

FORM 5201

For Deposit Only to
Asser for Senate
Committee

James R. Asser

PAY TO THE ORDER OF
NASHVILLE CITY BANK
And Trust Co.

4-2598 NASHVILLE, TENN. 1-2598
FOR DEPOSIT ONLY
ASSER FOR SENATE COMMITTEE
1961 863 96416-3
BANK AND BANK

7 8 0 1 0 0 4 4 6 8 6

REPORT OF: APPROVED LOAN

PENDING LOAN

DECLINED LOAN

Present Liability Shown In Section 'B'
Includes Original Debt Only

Present Liability Shown In Section 'B' Does
Not Include Amount Shown In Section 'A'

Borrower's Name: JAMES R. SASSE Borrower's Business or Occupation: Lawyer Fiscal Year End: _____

Address: 627 Hillsboro No. of Yrs Established: _____ Organizational Structure: PARTNERSHIP SOLE PROPRIETORSHIP CORPORATION

Amount of Loan: \$ 25,000.00 Maturity: 3/24/90 Rate: 9.0 Length of Time at this Address: _____ Phone No.: _____ LEASED OWNED RENTED

Purpose of this Loan: CAMPAIGN U.S. SENATE Average Collected Balances: No. Mos. Commercial: _____ Savings: _____ Average Affiliated Account Balances: No. Mos. Commercial: _____ Savings: _____

Terms of Payment, Renewal Options, Reductions, Final Maturity, Etc.: _____ Last Out of Commercial Debt: _____ Loans (Excl. R.E. & I.L.) Last 12 Mos.: _____

Source of Payment: _____ This Advance Made Under: LINE OF CREDIT COMMITMENT Expires: _____ AMT. \$ _____

List, Describe and Identify this Loan's Collateral. Also Separately Describe all OTHER Collateral. Show Source of Valuation (Use reverse if necessary)

UNSECURED

Market Value of Collateral Supporting this Loan as of: \$ _____
Market Value of Other Collateral as of: \$ _____
Market Value of Total Collateral: \$ _____

	NAME	NET WORTH	AS OF (DATE)	STATEMENT		Show Liability of Guarantor(s) to Bank
				Attached	Requested	
BORROWER	<u>SASSE</u>				<input checked="" type="checkbox"/>	
GUARANTOR						

SECTION A			SECTION B		
This Report Covers	Amount		Borrower's Total Liability	Amount	
NEW LOAN(S)	<u>25,000</u>	<u>00</u>	DIRECT: UNSECURED	<u>25,000</u>	<u>00</u>
RENEWAL(S)			DIRECT: SECURED		
INCLUDED IN SECTION 'B'			I.C.L.		
FURTHER ADVANCE(S) OR COMMITMENT			DEALER FLOORING		
NEW LINE OF CREDIT FOR			DEALER CONTINGENT		
EXPIRING 19			CONTINGENT		
RATE <u>9.0</u> % TOTAL	<u>25,000</u>	<u>00</u>	R.E. LOANS		
			TOTAL	<u>25,000</u>	<u>00</u>

COMMENT - Comments should include: (1) information relative to past borrowing experience. (2) Comment on any past due obligations outstanding. (3) Explanation of any significant changes in financial statement, if not previously reviewed, etc.

Loan made at Frank Woods' request.

Signature of Loan Officer: [Signature] Approval(s): [Signature] Date of Report: _____ Date of Disbursement: _____

COAN COMM. _____ APPROVAL EXEC. COMM. REV. _____

JAMES R. AND MARY B. SASSER

(INDIVIDUALS)

UNAUDITED STATEMENT OF ASSETS AND LIABILITIES

JUNE 14, 1976

ASSETS

Cash	\$ 31,785	
Cash value of life insurance	4,152	
Net assets of Mary Sasser's antique business	6,754	
Partnership interest in Goodpasture, Carpenter, Woods & Sasser	50,000 (est.)	
Vested interest in qualified retirement plan	17,031	
Residence, pledged on mortgage	80,000	
Automobiles	8,500	
Personal property	3,500	
Home furnishings	20,000	
Investment in real estate	3,000	
	<hr/>	
TOTAL ASSETS		\$224,722
		<hr/>

LIABILITIES

9% note payable, unsecured, due June 30, 1976	\$ 25,000	
6% mortgage, secured by residence (Annual amortization and interest are \$2,159)	22,227	
Account payable and accrued expenses	1,500	
Estimated tax due on 1976 income as of June 14, 1976	1,800	
	<hr/>	
TOTAL LIABILITIES		\$ 50,527
		<hr/>

EXCESS OF ASSETS OVER LIABILITIES \$174,195

For the year January 1-December 31, 1975, or other taxable year beginning 1975, ending 1975

Name (If joint return, give first names and surnames of both) **JAMES R. + MARY B. SASSER** Last name **SASSER**

Your social security number **414 54 4613** For Privacy Act Notification see page 2 of instructions

Spouse's social security no. **400 48 2829** For IRS use only

Present home address (Number and street, including apartment number, or rural route) **6027 Hillsboro Road**

City, town or post office, State and ZIP code **Nashville, TN 37215**

Occupation Yours **Attorney** Spouse's **Self Employed**

Requested by Census Bureau for Revenue Sharing

A In what city, town, village, etc., do you live? **Nashville**

B Do you live within the legal limits of the city, town, etc? Yes No Don't know

C In what county and State do you live? County **Davidson** State **TN**

D In what township do you live? (See page 4)

Filing Status

1 Single (check only ONE box)

2 Married filing joint return (even if only one had income)

3 Married filing separately. If spouse is also filing give spouse's social security number in designated space above and enter full name here

4 Unmarried Head of Household (See page 5 of instructions)

5 Qualifying widow(er) with dependant child (Year spouse died > 19). See page 5 of Instructions.

6a Regular Yourself Spouse Enter number of boxes checked **2**

b First names of your dependant children who lived with you **James, Elizabeth** Enter number **2**

c Number of other dependants (from line 27) **4**

d Total (add lines 6a, b, and c) **4**

e Age 65 or over Yourself Spouse Enter number of boxes checked

f Blind Yourself Spouse

7 Total (add lines 6d and e) **4**

8 Presidential Election Campaign Fund

Do you wish to designate \$1 of your taxes for this fund? Yes No

If joint return, does your spouse wish to designate \$1? Yes No

Note: If you check the "Yes" box(es) it will not increase your tax or reduce your refund.

Income

9	Wages, salaries, tips, and other employee compensation (Attach Forms W-2. If unavailable, see page 3 of instructions.)	9	-0-
10a	Dividends (See pages 7 and 14 of instructions) \$	10c	
10b	Less exclusion \$		
	Balance		
11	Interest income. [If \$400 or less, enter total without listing in Schedule B. If over \$400, enter total and list in Part II of Schedule B]	11	895
12	Income other than wages, dividends, and interest (from line 36)	12	57,323
13	Total (add lines 9, 10c, 11, and 12)	13	52,218
14	Adjustments to income (such as "sick pay," moving expenses, etc. from line 42)	14	4,269
15	Subtract line 14 from line 13 (Adjusted Gross Income) (If less than \$3,000, see page 9 of instructions on "Earned Income Credit")	15	47,949

9 If you do not itemize deductions and line 15 is under \$15,000, find tax in Tables and enter on line 16a.

9 If you itemize deductions or line 15 is \$15,000 or more, go to line 43 to figure tax.

9 CAUTION. If you have unearned income and can be claimed as a dependent on your parent's return, check here and see page 7 of instructions

16a Tax, check if from: Tax Tables Tax Rate Schedule X, Y, or Z Schedule D Schedule G OR Form 4726

16a **9898**

b Credit for personal exemptions (multiply line 6d by \$30) **120**

c Balance (subtract line 16b from line 16a) **9778**

17 Credits (from line 54) **47**

18 Balance (subtract line 17 from line 16c) **9731**

19 Other taxes (from line 53) **245**

20 Total (add lines 18 and 19) **9976**

21a Total Federal income tax withheld (attach Forms W-2 or W-2P to front) **1,150**

b 1975 estimated tax payments (include amount allowed as credit from 1974 return)

c Earned income credit

d Amount paid with Form 4853

e Other payments (from line 67)

22 Total (add lines 21a through e) **1,150**

Pay amount on line 23 in full with this return. Write social security number on check or money order and make payable to Internal Revenue Service.

23 If line 20 is larger than line 22, enter BALANCE DUE IRS. **8,826**

(Check here if Form 2210, Form 2210F, or statement is attached. See page 8 of instructions.)

24 If line 22 is larger than line 20, enter amount OVERPAID. **-**

25 Amount of line 24 to be REFUNDED TO YOU **-**

26 Amount of line 24 to be credited on 1976 estimated tax. **26**

If all of overpayment (line 24) is to be refunded (line 25), make no entry on line 25.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign here

Your signature **Boerner and Kraft** Date **APR 15 1975**

Preparer's signature (other than taxpayer) **BOERNER and KRAFT** 02004

CERTIFIED PUBLIC ACCOUNTANTS
SUITE 104, 4525 HARRISON RD
NASHVILLE, TN 37205

Please attach Copy B of Forms W-2 here

Please attach Check or Money Order here

4689

(INDIVIDUALS)

UNAUDITED STATEMENT OF ASSETS AND LIABILITIES

JUNE 14, 1976

ASSETS

Cash	\$ 31,785
Cash value of life insurance	4,152
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Partnership interest in Goodpasture, Carpenter, Woods & Sasser	50,000 (est.)
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TOTAL LIABILITIES

\$ 50,527

EXCESS OF ASSETS OVER LIABILITIES

\$174,195

Woods

He's your man.



in Mary Gray and Elizabeth

"As a child in rural West Tennessee I learned that hard work and dedication are the cornerstones of success. From my father, Ralph Sasser, who served for many years as Director of the Tennessee Soil Conservation Service, I learned that public service is a public trust . . . a trust that must never be betrayed.

These lessons, learned early in life, made a great impact on me. As the father of two young children, I am deeply concerned with their future. I want them to have a government that works hard for their interests . . . a government they can be proud of.

We have a government today that caters to the special interests, the bureaucracy and a wealthy economic elite. My opponent has been in Washington for 14 years. He has been ineffective in his representation of the people of Tennessee. He has neglected our interests while serving the wealthy and powerful.

I seek election to the U. S. Senate because I believe we can have a government that is hard-working and just . . . a government we can be proud of.

I want to go to Washington to help a new Democratic President straighten out the bureaucratic mess and help return control of the government to the people.

I cannot promise to return singlehandedly government to the people, but I do promise to try. I will work my hardest to serve your interests effectively and responsibly."



Jim Sasser cares about your problems.



Tax Reform. "Our tax laws place an unfair burden on middle and lower income families. We must remove this burden. It will not be easy as the special interests will fight comprehensive tax reform every step of the way . . . but it must be done."

Education. "Quality education is more than important . . . it's essential. I favor removing educational responsibilities from the Department of Health, Education and Welfare and creating a cabinet-level Department of Education. We must also find new sources of funds for local school systems to be used as they wish to use them."

Senior Citizens. "I believe every American, regardless of age, has the right to assume a vital role in our society. We must insure an adequate income upon retirement, ease mandatory retirement laws and protect the solvency of the Social Security System."



Economy. "We cannot continue with the policies of high inflation and high unemployment. We must cut wasteful governmental spending, reduce excessive interest rates and ensure that every American who wants to work can find a job."

Crime. "When people are afraid to leave the door unlocked, or afraid to be on the street at night, then something must be done . . . now. I must have increased assistance and training for local law enforcement agencies and a system of swift, sure justice."

Government Efficiency. "I believe we have had enough of bureaucratic inefficiency. Jimmy Carter has promised to make government more efficient. I will work with him to make sure we get a dollar worth of service for every tax dollar collected."

Agriculture. "Farmers deserve a sensible, stable agricultural policy that will not undercut the plans with a series of confused policy decisions from Washington. Now is the time to restore confidence in our national farm policy. We must also increase the inheritance tax exemption so we don't lose the family farm."

Housing. "Interest rates must be lowered and the tax credit for home purchases preserved. Under the present system only one out of three Americans can afford a home."

Thomas H.

JAMES H. SASSEN

MTG:
JH Sassen
FHW

To discuss personal loan.
JHS never borrowed money before + has no
strong banking relationships. Has banked in
past at 1st Nat but would like to move all
of his assets + liabilities to U.S.

Feels that he can direct substantial
business to U.S.

Wants to borrow \$25,000 to offset expenses
while pursuing for US Guide. Personal
loan - no debt other than mortgage on house of
less than \$25,000 + assets payable of
normal value.

House - Hillsdale Rd - \$80,000 +
Van Buren - 40,000 +

If loses the repayment in personal and possibly
retirees here.

Mr. H's politics of it all.

Agreed: lend \$25,000 on unsecured
basis to be repaid shortly if
not needed. After decision then
develop a realistic repayment
schedule.

78040014694

James H. Sassen

Value of home on Hillsboro Road. East of Hill

Star House. Large Lot. House for
Mauris (by Hillsboro) former residence.

At least \$80,000 possibly higher depending
upon inside + extras.

Metn Assessors Office:

Appraised Value -

Date -

LAW FIRM

Owe of best in Nashville.

Heard on negligence work, TDS position
probably fairly secure within firm even if
loses case.

D. Parker + others in firm seem
entirely in support. Firm has state
acct for the Law Office of Cole. Probably
other state business indirectly.

May Sassen already competent.

Previously discussed with TDS debt responsibility of
estate. Telling of money as quickly as possible
to cover all accounts.

78010044695

SASS en

ATC SASS en
Mention Kask
Pm

M. Kask - Collect

Log disassie dit compage.

One account to U.S.

Might want to come back & borrow some money
No debt other than home mortgage.

Confident he can win race. Always wanted to
be in Sante. Will Support U.S. as his kind.

m

78040014695

100-107-1677

EXHIBIT B

78910014608

Mr. Jim Grant

Name TRACY CITY, TENNESSEE June 11, 19 78

Revised After date, for value received, the undersigned Maker(s), (if more than one, jointly and severally) promise to pay to the order of:

THE FIRST NATIONAL BANK OF TRACY CITY
AT ITS BANKING HOUSE IN TRACY CITY, TENNESSEE

One hundred thousand and no/100 ----- DOLLARS

with interest thereon from date until fully paid, at the rate of 9 per cent per annum,
Interest payable on demand

PROCEEDS	FILING FEES	COMPUTER FEE	AMOUNT FINANCED	FINANCE CHARGE	TOTAL OF PAYMENTS	ANNUAL PERCENTAGE RATE
\$100,000.00	\$ ---	\$ ---	\$100,000.00	\$ ---	\$100,000.00	9 %

This loan is unsecured This loan is secured by a Security Agreement dated , 19 . The Security Agreement will secure future or other indebtedness, cover after acquired property, and cover the following collateral:

At the holder's option, this note may become immediately due and payable for the entire unpaid principal plus accrued interest without notice upon the occurrence of any of the following events: Any default in the payment of this note, the terms or conditions of any security agreement, other notes, other obligations, other instruments, other agreements heretofore, concurrently or hereafter given to or held by holder hereof; if the holder hereof deems itself insecure, or if there is such a change in the condition of affairs, financial or otherwise of any maker, co-maker, endorser, surety, or guarantor that in the holder's opinion increases the risk.
Each maker, co-maker, endorser, surety and guarantor hereof jointly and severally agrees to pay this note and guarantee payment hereof and waives demand, protest and notice of dishonor and consents to any extensions and renewals hereof without notice, and consents to the release by the holder hereof with or without consideration of any of them, and agrees that when or at any time after it is made payable, the holder hereof may without notice, setoff or charge this note against any bank account or other account then maintained by any of them with the holder hereof or then existing between any of them and the holder hereof and to pay any deficiency, and agrees in case of any default to pay all costs of collection, including reasonable attorney's fees and legal expenses.

ADDRESS 6027 Hillsboro Road Nashville, Tenn. 37215
MONEY ADVANCED FOR
SIGN HERE

BORROWER(S) COPY
NON-NEGOTIABLE

\$ _____
DUE DATE _____
NOTE NO. _____
PAYMENT LATE FEE _____
TO _____ 19 _____
TO _____ 19 _____
RENEWAL OF NOTE
NO. _____
Credit Life & Accident Insurance is a voluntary and not required for this
O/C/L Ins. cost is \$ _____
 Yes No DO NOT insure ins. cover age as indicated above
SIGNED _____
DATE _____ 19 _____

70030914700

PURCHASER'S
RECEIPT

franklin county bank

COWAN, TENNESSEE 37318

B7-355
641

PURCHASER

July 13, 1976

No. 3582

PAYABLE TO First National Bank Tracy City

EXCHANGE

\$100,000.00

ONE HUNDRED THOUSAND AND NO/100 CTS

DOLLARS

CASHIER'S CHECK

PURCHASER'S RECEIPT--NON-NEGOTIABLE

AUTHORIZED SIGNATURE

LINE RECEIPT

⑈000 222 4⑈

7 3 0 1 0 0 1 4 7 0 2

JAMES R. SASSER, ATTORNEY

600 AMERICAN TRUST BUILDING
NASHVILLE, TENNESSEE 37201

1371

July 23, 1976

87.5
640

PAY TO THE
ORDER OF

Franklin County Bank

PROCESSED

\$ 9435⁰⁰

Nine Thousand Four Hundred ~~Twenty~~ ^{Two} / 100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

JUL 29 1976 JAMES R. SASSER, ATTORNEY

FOR Loan Interest - 435.00. ~~Interest~~ ^{Interest} ~~Account~~ ^{Account} 4, 1976

NASHVILLE CITY BANK

James R. Sasser

⑆0640⑈0005⑆ ⑆BRUSP85⑆ Nashville, Tenn. ⑆0000943500⑆

7 8 0 1 0 0 4 4 7 0 3

James R. Sasser, Atty.
600 American Trust Bldg.
Nashville, Tenn. 37202

The **FIRST NATIONAL**
BANK OF TRACY CITY
TRACY CITY, TENNESSEE

No. 12246

DATE July 22, 19 76

87-480
641

PAY

1ST NAT'L BANK
of TRACY CITY, TN.

I 3894 1110 000

DOLLARS \$ 1,384.00

OF TRACY CITY

Cashier's Check

TO
THE
ORDER
OF

Franklin County Bank
Winchester, Tennessee 37398

JUL 29 1976

TRACY CITY, TENN.

Walter A. Baggett
AUTHORIZED SIGNATURE

EXHIBIT C

730 100 244 705

UNITED AMERICAN BANK
NASHVILLE, TENNESSEE 37219



\$ 25,000 00

Nashville, Tennessee July 16 19 76

On Demand ~~XXX~~ DAYS AFTER DATE, FOR VALUE RECEIVED, I OR WE, JOINTLY AND SEVERALLY.

PROMISE TO PAY TO THE ORDER OF UNITED AMERICAN BANK

THE SUM OF ****Twenty five thousand dollars**** DOLLARS

AT 9 % INTEREST.

AT THE OFFICES OF SAID BANK IN DAVIDSON COUNTY, TENNESSEE, WITH 10% RATE OF INTEREST AFTER MATURITY UNTIL PAID, IF THIS NOTE IS COLLECTED BY AN ATTORNEY, BY SUIT OR OTHERWISE, WE AGREE TO PAY ALL ATTORNEY'S FEES AND COSTS OF COLLECTION IT IS AGREED BY MAKERS AND ENDORSERS HEREOF THAT DEMAND, PROTEST AND NOTICE OF PROTEST OF THIS PAPER ARE EXPRESSLY WAIVED AND THAT HOLDER MAY GRANT AN EXTENSION OR EXTENSIONS OF THE TIME OF PAYMENT OF THIS NOTE OR ANY PART THEREOF TO THE MAKER WITHOUT RELEASING THE LIABILITY OF ANY OTHER PARTIES SECONDARILY LIABLE WHO HEREBY EXPRESSLY WAIVE NOTICE OF ANY EXTENSION OF TIME AND RECOURSE AGAINST WHOM IN SUCH EVENT IS EXPRESSLY RESERVED. BANK SHALL HAVE ALL THE RIGHTS OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE OF TENNESSEE IN THE EVENT OF BANKRUPTCY, ATTACHMENT, INSOLVENCY, EXECUTION SUIT, OVERDRAFT, ANY REPRESENTATION OR STATEMENT MADE OR FURNISHED TO THE BANK BY OR ON BEHALF OF UNDERSIGNED PROVED TO HAVE BEEN FALSE IN ANY MATERIAL RESPECT WHICH MADE OR FURNISHED, ANY EVENT WHICH RESULTS IN THE ACCELERATION OF THE MATURITY OF THE INDEBTEDNESS OF UNDERSIGNED TO OTHERS UNDER ANY INDENTURE, AGREEMENT OR UNDERTAKING, DEATH, DISSOLUTION, TERMINATION OF EXISTENCE, BUSINESS FAILURE, INABILITY TO PAY DEBTS AS THEY MATURE, APPOINTMENT OF RECEIVER, ASSIGNMENT FOR THE BENEFIT OF CREDITORS, COMMENCEMENT OF ANY PROCEEDING UNDER ANY BANKRUPTCY OR INSOLVENCY LAWS BY OR AGAINST UNDERSIGNED OR ANY GUARANTOR OR SURETY FOR UNDERSIGNED, OR IF SAID BANK AT ANY TIME DEEMS ITSELF INSECURE, THEN THE BALANCE MAY BE DECLARED AND TREATED AS DUE AND PAYABLE AT ONCE WITHOUT NOTICE.

James R. Sasser
James R. Sasser

Endorsed and
transferred without
recourse to

Franklin County Bank
in Winchester.

By:

J. H. Smith - Pres.
Franklin County Bank

Pay to the order of
Franklin County Bank,
Franklin County, Kentucky
without recourse

J. H. Smith
President

7 9 0 1 0 0 1 4 7 0 7

EXHIBIT D

After the November 1 note was replaced by the January 30, 1977 note, it was returned to the borrower. Although we have searched for the note, we have not been able to locate it. We will make it available, if we find it.

7 3 2 0 0 4 4 7 1 0

UNITED AMERICAN BANK
NASHVILLE, TENNESSEE 37219

\$ 20,597.59 R

Nashville, Tennessee

Jan. 30,

77

19

90

DAYS AFTER DATE, FOR VALUE RECEIVED, I OR WE, JOINTLY AND SEVERALLY,

PROMISE TO PAY TO THE ORDER OF UNITED AMERICAN BANK

THE SUM OF

20,597.59 DTS

DOLLARS

AT 8.5% INTEREST.

AT THE OFFICES OF SAID BANK IN DAVIDSON COUNTY, TENNESSEE, WITH 10% RATE OF INTEREST AFTER MATURITY UNTIL PAID. IF THIS NOTE IS COLLECTED BY AN ATTORNEY, BY SUIT OR OTHERWISE, WE AGREE TO PAY ALL ATTORNEY'S FEES AND COSTS OF COLLECTION. IT IS AGREED BY MAKERS AND ENDORSERS HEREIN THAT DEMAND, NOTICE AND NOTICE OF PROTEST OF THIS PAPER ARE EXPRESSLY WAIVED AND THAT HOLDER MAY OBTAIN AN EXTENSION OR EXTENSIONS OF THE TIME OF PAYMENT OF THIS NOTE OR ANY PART THEREOF TO THE MAKER WITHOUT PREJUDICE TO THE LIABILITY OF ANY OTHER PARTIES SECONDARILY LIABLE WHO HEREBY EXPRESSLY WAIVE NOTICE OF ANY EXTENSION OF TIME AND RESERVE AGAINST WHOM IN SUCH EVENT IS EXPRESSLY FORWARDED BANK SHALL HAVE ALL THE RIGHTS OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE OF TENNESSEE. IN THE EVENT OF BANKRUPTCY, ATTACHMENT, INSOLVENCY, LIQUIDATION, SUIT, SEQUESTRATION, ANY REPRESENTATION OR STATEMENT MADE OR FURNISHED TO THE BANK BY OR ON BEHALF OF UNDERSIGNED PROVED TO HAVE BEEN FALSE IN ANY MATERIAL RESPECT WHEN MADE OR FURNISHED, ANY EVENT WHICH RESULTS IN THE ACCELERATION OF THE MATURITY OF THE INDEBTEDNESS OF UNDERSIGNED TO OTHERS UNDER ANY IDENTICAL AGREEMENT OR UNDER ANY DEATH, INSOLVENCY, TERMINATION OF EXISTENCE, BUSINESS FAILURE, INABILITY TO PAY DEBTS AS THEY MATURE, APPOINTMENT OF RECEIVER, ASSIGNMENT FOR THE BENEFIT OF CREDITORS, COMMENCEMENT OF ANY PROCEEDING UNDER ANY BANKRUPTCY OR INSOLVENCY LAWS BY OR AGAINST UNDERSIGNED OR ANY GUARANTOR OR ENDORSEMENT FOR UNDERSIGNED, OR IF SAID BANK AT ANY TIME DEEMS ITSELF INSECURE, THEN THE BALANCE MAY BE DECLARED AND TREATED AS DUE AND PAYABLE AT ONCE WITHOUT NOTICE.

6027 Hillsboro Rd.
Nashville, Tenn 37215

James R. Basser
James R. Basser

FORM 5201

Run to 428.59
Added IN

EXHIBIT E

FRANKLIN COUNTY BANK

COWAN, TENNESSEE

LOAN PARTICIPATION CERTIFICATE

No. 50

\$ 25,000.00

The undersigned, FRANKLIN COUNTY BANK, COWAN, TENNESSEE,
 has received from United American Bank of Nashville
 the sum of Twenty Five Thousand and No/100 dollars
 in payment of a participation for a like amount in a certain loan of
One Hundred Thousand and No/100 dollars
 made by the undersigned to James R. Sasser
 (hereinafter called the Borrower) under date of June 11, 1976
 payable On Demand or June 11, 1977 with interest at the
 rate of 8 1/2 % per annum, payable At Maturity
 secured by: Signature

In allotting participations to its customers and others in loans made by it and in the handling of such loans and any collateral security, including substitutions or withdrawals of collateral with or without reduction in loans, the Franklin County Bank, Cowan, Tennessee, endeavors to exercise the same care that it exercises in the making and handling of loans for its own account, but it does not assume further responsibility. It is also understood that the Franklin County Bank, Cowan, Tennessee may, in its sole discretion, modify or waive any of the terms of any note or loan agreement evidencing such loan, and it shall be under no responsibility for the performance of the borrower's obligations, or for the validity or sufficiency of, or title to, any collateral or for failure or delay in exercising any rights or powers possessed by it. It is also understood that such allotments and the handling of the loans and collateral are for the account and risk of participants, and such participations may not be subdivided or transferred without the consent of the Franklin County Bank, Cowan, Tennessee. Money of borrower on deposit, which Bank may lawfully use as a payment on this loan will be divided pro rata among participants including Bank, as their interests may appear.

In witness whereof, FRANKLIN COUNTY BANK, COWAN, TENNESSEE, has caused its corporate name to be hereto subscribed by its duly authorized officer on the day and date first above written.

FRANKLIN COUNTY BANK, COWAN, TENN.

by [Signature]
 President



ACCEPTED:
[Signature]

July 16, 1976

Correspondent Banking Officer

1976 10 14 4712

FRANKLIN COUNTY BANK

COWAN, TENNESSEE

LOAN PARTICIPATION CERTIFICATE

No. 29

\$ 10,000.00

The undersigned, FRANKLIN COUNTY BANK, COWAN, TENNESSEE,
 has received from First National Bank of Livingston
 the sum of Ten Thousand & No/100 dollars
 in payment of a participation for a like amount in a certain loan of
One Hundred Thousand & No/100 dollars
 made by the undersigned to James R. Sasser
 (hereinafter called the Borrower) under date of June 11, 1976
 payable On Demand with interest at the
 rate of 8% per annum, payable At Maturity
 secured by: Signature

In allotting participations to its customers and others in loans made by it and in the handling of such loans and any collateral security, including substitutions or withdrawals of collateral with or without reduction in loans, the Franklin County Bank, Cowan, Tennessee, endeavors to exercise the same care that it exercises in the making and handling of loans for its own account, but it does not assume further responsibility. It is also understood that the Franklin County Bank, Cowan, Tennessee may, in its sole discretion, modify or waive any of the terms of any note or loan agreement evidencing such loan, and it shall be under no responsibility for the performance of the borrower's obligations, or for the validity or sufficiency of, or title to, any collateral or for failure or delay in exercising any rights or powers possessed by it. It is also understood that such allotments and the handling of the loans and collateral are for the account and risk of participants, and such participations may not be subdivided or transferred without the consent of the Franklin County Bank, Cowan, Tennessee. Money of borrower on deposit, which Bank may lawfully use as a payment on this loan will be divided pro rata among participants including Bank, as their interests may appear.

In witness whereof, FRANKLIN COUNTY BANK, COWAN, TENNESSEE, has caused its corporate name to be hereto subscribed by its duly authorized officer on the day and date first above written.

FRANKLIN COUNTY BANK, COWAN, TENN.

PAID
 FIRST NATIONAL BANK
 OF LIVINGSTON
 TELLED 7/17/76
 DATE 7/17/76

by [Signature]
 President

ACCEPTED:
[Signature]
 July 17, 1976

787194713

FRANKLIN COUNTY BANK

COWAN, TENNESSEE

14141.72

LOAN PARTICIPATION CERTIFICATE

No. 31

\$ 15,000.00

The undersigned, FRANKLIN COUNTY BANK, COWAN, TENNESSEE,
 has received from C. & C. Bank of Knox County
 the sum of Fifteen Thousand and No/100 dollars
 in payment of a participation for a like amount in a certain loan of
One Hundred Thousand and No/100 dollars
 made by the undersigned to James R. Sasser
 (hereinafter called the Borrower) under date of JUNE 11, 1976
 payable On Demand with interest at the
 rate of 8% per annum, payable At Maturity
 secured by: Signature

In allotting participations to its customers and others in loans made by it and in the handling of such loans and any collateral security, including substitutions or withdrawals of collateral with or without reduction in loans, the Franklin County Bank, Cowan, Tennessee, endeavors to exercise the same care that it exercises in the making and handling of loans for its own account, but it does not assume further responsibility. It is also understood that the Franklin County Bank, Cowan, Tennessee may, in its sole discretion, modify or waive any of the terms of any note or loan agreement evidencing such loan, and it shall be under no responsibility for the performance of the borrower's obligations, or for the validity or sufficiency of, or title to, any collateral or for failure or delay in exercising any rights or powers possessed by it. It is also understood that such allotments and the handling of the loans and collateral are for the account and risk of participants, and such participations may not be subdivided or transferred without the consent of the Franklin County Bank, Cowan, Tennessee. Money of borrower on deposit, which Bank may lawfully use as a payment on this loan will be divided pro rata among participants including Bank, as their interests may appear.

In witness whereof, FRANKLIN COUNTY BANK, COWAN, TENNESSEE, has caused its corporate name to be hereto subscribed by its duly authorized officer on the day and date first above written.

FRANKLIN COUNTY BANK, COWAN, TENN.

by [Signature]
 President

ACCEPTED:

Andrea Thomas

July 16, 1976

790114714

FRANKLIN COUNTY BANK

COWAN, TENNESSEE

LOAN PARTICIPATION CERTIFICATE

No. 32

\$ 15,000.00

The undersigned, FRANKLIN COUNTY BANK, COWAN, TENNESSEE,
 has received from C. & C. Bank of Union County
 the sum of Fifteen Thousand and No/100 dollars
 in payment of a participation for a like amount in a certain loan of
One Hundred Thousand and No/100 dollars
 made by the undersigned to James R. Sasser
 (hereinafter called the Borrower) under date of June 11, 1976
 payable On Demand with interest at the
 rate of 8% per annum, payable At Maturity
 secured by: Signature

In allotting participations to its customers and others in loans made by it and in the handling of such loans and any collateral security, including substitutions or withdrawals of collateral with or without reduction in loans, the Franklin County Bank, Cowan, Tennessee, endeavors to exercise the same care that it exercises in the making and handling of loans for its own account, but it does not assume further responsibility. It is also understood that the Franklin County Bank, Cowan, Tennessee may, in its sole discretion, modify or waive any of the terms of any note or loan agreement evidencing such loan, and it shall be under no responsibility for the performance of the borrower's obligations, or for the validity or sufficiency of, or title to, any collateral or for failure or delay in exercising any rights or powers possessed by it. It is also understood that such allotments and the handling of the loans and collateral are for the account and risk of participants, and such participations may not be subdivided or transferred without the consent of the Franklin County Bank, Cowan, Tennessee. Money of borrower on deposit, which Bank may lawfully use as a payment on this loan will be divided pro rata among participants including Bank, as their interests may appear.

In witness whereof, FRANKLIN COUNTY BANK, COWAN, TENNESSEE, has caused its corporate name to be hereto subscribed by its duly authorized officer on the day and date first above written.

FRANKLIN COUNTY BANK, COWAN, TENN.

by [Signature]
 President

C & C Bank of Union County

ACCEPTED:

[Signature]

July 16, 1976

78730704715

FRANKLIN COUNTY BANK
COWAN, TENNESSEE

LOAN PARTICIPATION CERTIFICATE

No. 33

\$ 5,000.00

The undersigned, FRANKLIN COUNTY BANK, COWAN, TENNESSEE,
has received from First National Bank, Cookeville
the sum of Five Thousand and No/100 dollars
in payment of a participation for a like amount in a certain loan of
One Hundred Thousand and No/100 dollars
made by the undersigned to James R. Sasser
(hereinafter called the Borrower) under date of June 11, 1976
payable On Demand with interest at the
rate of 8 1/2 % per annum, payable At Maturity
secured by:
Signature

In allotting participations to its customers and others in loans made by it and in the handling of such loans and any collateral security, including substitutions or withdrawals of collateral with or without reduction in loans, the Franklin County Bank, Cowan, Tennessee, endeavors to exercise the same care that it exercises in the making and handling of loans for its own account, but it does not assume further responsibility. It is also understood that the Franklin County Bank, Cowan, Tennessee may, in its sole discretion, modify or waive any of the terms of any note or loan agreement evidencing such loan, and it shall be under no responsibility for the performance of the borrower's obligations, or for the validity or sufficiency of, or title to, any collateral or for failure or delay in exercising any rights or powers possessed by it. It is also understood that such allotments and the handling of the loans and collateral are for the account and risk of participants, and such participations may not be subdivided or transferred without the consent of the Franklin County Bank, Cowan, Tennessee. Money of borrower on deposit, which Bank may lawfully use as a payment on this loan will be divided pro rata among participants including Bank, as their interests may appear.

In witness whereof, FRANKLIN COUNTY BANK, COWAN, TENNESSEE, has caused its corporate name to be hereto subscribed by its duly authorized officer on the day and date first above written.

FRANKLIN COUNTY BANK, COWAN, TENN.

by Agnes Ewart
President

ACCEPTED:

First National Bank, Cookeville
July 1, 1976



7891734716

FRANKLIN COUNTY BANK

COWAN, TENNESSEE

LOAN PARTICIPATION CERTIFICATE

No. 34

\$ 5,000.00

The undersigned, FRANKLIN COUNTY BANK, COWAN, TENNESSEE,
 has received from Bank of Monterey
 the sum of Five Thousand and No/100 dollars
 in payment of a participation for a like amount in a certain loan of
One Hundred Thousand and No/100 dollars
 made by the undersigned to James R. Basser
 (hereinafter called the Borrower) under date of June 11, 1976
 payable On Demand with interest at the
 rate of 8% per annum, payable At Maturity
 secured by: Signature

In allotting participations to its customers and others in loans made by it and in the handling of such loans and any collateral security, including substitutions or withdrawals of collateral with or without reduction in loans, the Franklin County Bank, Cowan, Tennessee, endeavors to exercise the same care that it exercises in the making and handling of loans for its own account, but it does not assume further responsibility. It is also understood that the Franklin County Bank, Cowan, Tennessee may, in its sole discretion, modify or waive any of the terms of any note or loan agreement evidencing such loan, and it shall be under no responsibility for the performance of the borrower's obligations, or for the validity or sufficiency of, or title to, any collateral or for failure or delay in exercising any rights or powers possessed by it. It is also understood that such allotments and the handling of the loans and collateral are for the account and risk of participants, and such participations may not be subdivided or transferred without the consent of the Franklin County Bank, Cowan, Tennessee. Money of borrower on deposit, which Bank may lawfully use as a payment on this loan will be divided pro rata among participants including Bank, as their interests may appear.

In witness whereof, FRANKLIN COUNTY BANK, COWAN, TENNESSEE, has caused its corporate name to be hereto subscribed by its duly authorized officer on the day and date first above written.

FRANKLIN COUNTY BANK, COWAN, TENN.

by *Richard Ewart*
 President

ACCEPTED:
 Bank of Putnam County
Law Hooper, PRESIDENT
 July 23, 1976

[Handwritten Signature]

7.89114717

18. 830 50

FRANKLIN COUNTY BANK

COWAN, TENNESSEE

LOAN PARTICIPATION CERTIFICATE

No. 28

\$20,000.00

The undersigned, FRANKLIN COUNTY BANK, COWAN, TENNESSEE, has received from Gamaliel Bank, Gamaliel, Kentucky the sum of Twenty Thousand & 00/100 dollars in payment of a participation for a like amount in a certain loan of One Hundred Thousand & 00/100 dollars

made by the undersigned to James R. Sasser (hereinafter called the Borrower) under date of June 11, 1976

payable On Demand with interest at the rate of 8 1/2% per annum, payable At Maturity

secured by: Signature

In allotting participations to its customers and others in loans made by it and in the handling of such loans and any collateral security, including substitutions or withdrawals of collateral with or without reduction in loans, the Franklin County Bank, Cowan, Tennessee, endeavors to exercise the same care that it exercises in the making and handling of loans for its own account, but it does not assume further responsibility. It is also understood that the Franklin County Bank, Cowan, Tennessee may, in its sole discretion, modify or waive any of the terms of any note or loan agreement evidencing such loan, and it shall be under no responsibility for the performance of the borrower's obligations, or for the validity or sufficiency of, or title to, any collateral or for failure or delay in exercising any rights or powers possessed by it. It is also understood that such allotments and the handling of the loans and collateral are for the account and risk of participants, and such participations may not be subdivided or transferred without the consent of the Franklin County Bank, Cowan, Tennessee. Money of borrower on deposit, which Bank may lawfully use as a payment on this loan will be divided pro rata among participants including Bank, as their interests may appear.

In witness whereof, FRANKLIN COUNTY BANK, COWAN, TENNESSEE, has caused its corporate name to be hereto subscribed by its duly authorized officer on the day and date first above written.

FRANKLIN COUNTY BANK, COWAN, TENN.

by [Signature]
President

ACCEPTED:

[Signature]

July 19, 1976

[Signature]

18 830 50

EXHIBIT F

JAMES R. SASSER, ATTORNEY

600 AMERICAN TRUST BUILDING
NASHVILLE, TENNESSEE 37201

1362

87 5
6-10

July 17, 19 16

PAY TO THE
ORDER OF

James R. Sasser

PROCESSED

\$19,500.00

Sum of Nineteen and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

JUL 14 1916

JAMES R. SASSER, ATTORNEY

FOR

James R. Sasser

NASHVILLE

James R. Sasser

⑆0640⑉0005⑆ 63 97952 74⑈
Nashville, Tenn. ⑈000 285000⑈

JAMES R. SASSER, ATTORNEY

600 AMERICAN TRUST BUILDING
NASHVILLE, TENNESSEE 37201

1365

July 19, 1976

875
640

PAY TO THE ORDER OF Sasser for U. S. Senate Committee \$8,500.00

PROCESSED

Eighteen Thousand Five Hundred and 00/100 DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

JUL 19 1976 JAMES R. SASSER, ATTORNEY

FOR Loan to Campaign Committee

James R. Sasser

⑆0640⑉0005⑆ 63 197552 ⑈0001850000⑈

22

447

JAMES R. SASSER, ATTORNEY

600 AMERICAN TRUST BUILDING
NASHVILLE, TENNESSEE 37201

1368

PAY TO THE
ORDER OF

James R. Sasser, Attorney

July 21, 19 10

87 5
640

\$1,350.00

Miss Margaret Sue Hunter **PROFESSEUR** *100*

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

JAMES R. SASSER, ATTORNEY

FOR

100.00

James R. Sasser

⑆0640⑆0005⑆63 97952 7⑆ ⑆000925000⑆

3
2
7
4
1
0
7

JAMES R. SASSER, ATTORNEY

600 AMERICAN TRUST BUILDING
NASHVILLE, TENNESSEE 37201

1369

87-5
640

July 22, 1976

PAY TO THE
ORDER OF

Sasser For Senate Committee

\$25,900.00

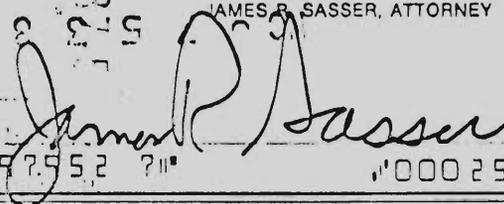
PAID

Twenty-five Thousand Nine Hundred and 00/100 DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

JAMES R. SASSER, ATTORNEY

FOR Loan to Campaign Committee



⑆0640⑆0005⑆ 63 97952 ⑆⑆⑆ ⑆0002590000⑆

JAMES R. SASSER, ATTORNEY

600 AMERICAN TRUST BUILDING
NASHVILLE, TENNESSEE 37201

1372

July 28,

1976

875
640

PAY TO THE
ORDER OF

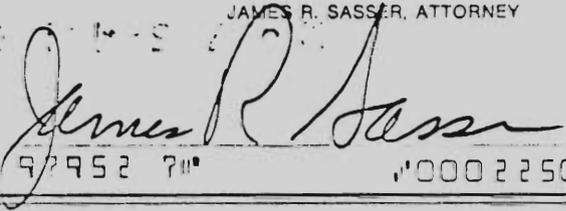
Sasser for Senate Committee

\$22,500.00

Twenty-two Thousand Five Hundred and 00/100----- DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

JAMES R. SASSER, ATTORNEY



FOR Loan to campaign committee

⑆0840⑉0005⑆ 63 97952 7⑈

⑆0002250000⑆

7 03 0 100 147 24

7 8 9 1 0 2 3 4 7 2 5

EXHIBIT G

7 3 0 4 0 0 4 4 7 2 5

EXHIBIT G

7 3 0 4 0 0 4 4 7 2 5



UNITED AMERICAN BANK

October 12, 1976

Mr. Alfred Eskew, President
Franklin County Bank
Winchester, Tennessee

Mr. Eskew,

Per our telephone conversation, we have today charged your account and made the following credit transactions:

Credit at our bank for:

Gamaliel Bank	\$18,849.14
First National Bank Livingston, Tenn.	\$ 9,438.75
C&C Bank, Knox Co. Knoxville, Tenn.	\$14,155.68

Credit at Third National for:

First National Bank Cookeville, Tenn.	\$ 4,712.78
Bank of Putman Co. Monterey, Tenn.	\$ 4,718.72

Credit at United American Knoxville for:

C&C Bank, Union Co. Maynardville, Tenn.	\$14,246.14
--------------------------------------------	-------------

\$66,121.21

Credit in our Loan Dept: 9,878.79

Total \$76,000.00

Please let me know if I can be of further help.

Cordially,

Ms. Marion Duncan

7 3 7 4 4 7 2 7

EXHIBIT H

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615/256-7736

STATEMENT FOR RELEASE AFTER 9:30 A.M., June 23, 1976

Press Secretary: Charles Holmes

It is time to restore trust and faith in our government. It disturbs me that many Americans no longer look upon their elected officials with confidence. Because there have been so many stories of actions taken in secret, people question the motives of their leaders. I believe those in office and those seeking office should be as open with the public as possible.

As I promised several weeks ago, I am making a full personal financial disclosure. I want the people of Tennessee to know that I am not running for the office of United States Senator for personal financial gain. I am not seeking this office to enrich my friends or associates.

I feel the best way for the people of Tennessee to understand my position is for me to make this financial disclosure. I am providing the public, through the press, a statement on my financial condition and a copy of my 1975 income tax form. As you will note, one dollar out of every five I earned last year went to the United States Treasury.

My family and I have been fortunate to achieve our present financial level. By some standards it is quite modest. But for someone who spent his early years growing up in rural Tennessee, I feel proud of what I have accomplished.

(more)

A copy of our report is on file with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

It's time Washington heard You

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615/256-7736

page two, financial disclosure statement, June 23, 1976

However, no matter how you view the figures of the accompanying report, there is nothing in them that I am ashamed of.

My income is from my work as an attorney and from the interest on a rather modest savings. My wife, Mary, has a small antique business.

Both her income and mine have decreased substantially this year as each of us have been campaigning across the state.

All the assets and liabilities listed in the accompanying statement are as of June 14, 1976. There is no special significance to that date. We just had to choose a day and begin compiling values of that date.

The step I am taking today is not uncommon in this political year. Many people seeking public office this year -- including most of those who at the first of the year were running for President -- have made similar disclosure statements. The President of the United States has made a personal financial disclosure. I applaud those who have done so. I hope all seeking the office of United States Senator from Tennessee, regardless of political party, will disclose their financial position so the people of Tennessee will have this information in making their choice for Senator.

I will be happy to answer questions on my financial statements or any other question you have on the U.S. Senate race.

###

A copy of our report is on file with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

It's time Washington heard You

JAMES R. AND MARY B. SASSER

(INDIVIDUALS)

UNAUDITED STATEMENT OF ASSETS AND LIABILITIES

JUNE 14, 1976

ASSETS

Cash	\$ 31,785	
Cash value of life insurance	4,152	
Net assets of Mary Sasser's antique business	6,754	
Partnership interest in Goodpasture, Carpenter, Woods & Sasser	50,000 (est.)	
Vested interest in qualified retirement plan	17,031	
Residence, pledged on mortgage	80,000	
Auto. title	8,500	
Personal property	3,500	
Home furnishings	20,000	
Investment in real estate	3,000	
		<hr/>
TOTAL ASSETS		\$224,722

LIABILITIES

9% note payable, unsecured, due June 30, 1976	\$ 25,000	
6% mortgage, secured by residence (Annual amortization and interest are \$2,159)	22,227	
Account payable and accrued expenses	1,500	
Estimated tax due on 1976 income as of June 14, 1976	1,800	
		<hr/>
TOTAL LIABILITIES		\$ 50,527

EXCESS OF ASSETS OVER LIABILITIES \$174,195

79010144732

For the year January 1-December 31, 1975, or other taxable year beginning

1975, ending

19

Please print or type	Name (If joint return, give first names and initials of both) JAMES R. + MARY B.	Last name SASNER	Your social security number 414 54 4613	For Privacy Act Notification, see page 2 of Instructions.
	Present home address (Number and street, including apartment number, or rural route) 6027 Hillsboro Road		Spouse's social security no. 400 48 2829	For IRS use only
	City, town or post office, State and ZIP code Nashville, TN 37215		Occupation Yours Attorney Spouse's Self	

Requested by Census Bureau for Revenue Sharing	A In what city, town, village, etc., do you live? Nashville	B Do you live within the legal limits of the city, town, etc.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know	C In what county and State do you live? County Davidson State TN	D In what township do you live? (See page 4)
---------------------------------------------------------	-----------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------	----------------------------------------------

Filing Status	1 <input type="checkbox"/> Single (check only ONE box)	6a Regular <input checked="" type="checkbox"/> Yourself <input checked="" type="checkbox"/> Spouse	Enter number of boxes checked 2
	2 <input checked="" type="checkbox"/> Married filing joint return (even if only one had income)	b First names of your dependent children who lived with you JAMES, ELIZABETH	Enter number 2
	3 <input checked="" type="checkbox"/> Married filing separately. If spouse is also filing give spouse's social security number in designated space above and enter full name here >	d Total (add lines 6a, b, and c) >	4
	4 <input type="checkbox"/> Unmarried Head of Household (See page 5 of Instructions)	e Age 65 or over <input type="checkbox"/> Yourself <input type="checkbox"/> Spouse	Enter number of boxes checked >
	5 <input type="checkbox"/> Qualifying widow(er) with dependent child (Year spouse died > 19) See page 5 of Instructions.	f Blind <input type="checkbox"/> Yourself <input type="checkbox"/> Spouse	>
		7 Total (add lines 6d and e) >	4
		8 Presidential Election Campaign Fund > Do you wish to designate \$1 of your taxes for this fund? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Income	9 Wages, salaries, tips, and other employee compensation (Attach Forms W-2, if available. If joint return, see page 3 of Instructions.) See Attached schedule	9	-0-
	10a Dividends (See pages 7 and 8) \$ 0 10b less exclusion \$ 0 Balance >	10c	
	11 Interest income. [If \$400 or less, enter total without listing in Schedule B. If over \$400, enter total and list in Part II of Schedule B]	11	895
	12 Income other than wages, dividends, and interest (from line 36)	12	1,323
	13 Total (add lines 9, 10c, 11, and 12)	13	2,218
	14 Adjustments to income (such as "kick pay," moving expenses, etc. from line 42)	14	4,269
15 Subtract line 14 from line 13 (Adjusted Gross Income)	15	47,949	

16a Tax, check if from: Tax Tables Tax Rate Schedule X, Y, or Z Schedule D Schedule G OR Form 4726

16a **9,878**

b Credit for personal exemptions (multiply line 6d by \$30) **120**

c Balance (subtract line 16b from line 16a) **9,778**

17 Credits (from line 54) **47**

18 Balance (subtract line 17 from line 16c) **9,731**

19 Other taxes (from line 63) **245**

20 Total (add lines 18 and 19) **9,976**

21a Total Federal income tax withheld (attach Forms W-2, if available) **1,150**

b 1975 estimated tax payments (credit from 1974 return)

c Earned income credit

d Amount paid with Form 4868

e Other payments (from line 67)

22 Total (add lines 21a through e) **1,150**

Tax, Payments and Credits	16a Tax, check if from: <input type="checkbox"/> Tax Tables <input checked="" type="checkbox"/> Tax Rate Schedule X, Y, or Z <input type="checkbox"/> Schedule D <input type="checkbox"/> Schedule G OR <input type="checkbox"/> Form 4726	16a	9,878
	b Credit for personal exemptions (multiply line 6d by \$30)	b	120
	c Balance (subtract line 16b from line 16a)	c	9,778
	17 Credits (from line 54)	17	47
	18 Balance (subtract line 17 from line 16c)	18	9,731
	19 Other taxes (from line 63)	19	245
20 Total (add lines 18 and 19)	20	9,976	
21a Total Federal income tax withheld (attach Forms W-2, if available)	21a	1,150	
b 1975 estimated tax payments (credit from 1974 return)	b		
c Earned income credit	c		
d Amount paid with Form 4868	d		
e Other payments (from line 67)	e		
22 Total (add lines 21a through e)	22	1,150	

Balance Due or Refund	23 If line 20 is larger than line 22, enter BALANCE DUE IRS. (Check box <input type="checkbox"/> if Form 7210, Form 2210, or statement is attached. See page 8 of Instructions.) >	23	8,826
	24 If line 22 is larger than line 20, enter amount OVERPAID. >	24	
	25 Amount of line 24 to be REFUNDED TO YOU >	25	
	26 Amount of line 24 to be credited on 1976 estimated tax. >	26	
	If all of overpayment (line 24) is to be refunded (line 25) make the entry on line 25		

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign here **>** Boerner and Kraft APR 15 1975
BOERNER and KRAFT
CERTIFIED PUBLIC ACCOUNTANTS

7 9 0 4 1 4 7 3 5

TAXPAYER'S COPY

EXHIBIT I

Green Lost \$2,500 in Hooker's Chicken Venture

By H. H. ...

... Jun ...
... to ...
... revealed ...
... an ...
... and ...
... by ...
... another ...

... in ...
... his ...
... a copy of ...
... 1970 ...
... It ...
... of ...
... of ...
... of ...

... received ...
... from ...
... here.

Asked about investments he might have, he replied: "I really don't own any stock except ten shares of ...
... which ...
... we were ..."

"I did own some ...
... stock ...
... all the way ...
... for a ...
... a ...
... he ...
... I ...
... if ...
... correct, I ...
... a share ...
... I ...
... a ...
... along the way ...
... in the 1970 gubernatorial campaign."

Hooker, who organized the ...
... business and several ...
... other unsuccessful ventures, ...
... was the Democratic nominee ...
... for governor in 1970 and lost ...
... to the Republican candidate, ...
... He reported ...
... he ...
... financial ...
... in this ...
... and ...
... his ...
... of ...

... Performance Systems Inc. which was sold to National General Corp. and has been virtually extinct.

During a press conference here, Sasser was asked about his post as secretary to the Tennessee Code Commission. He said the system ...
... to his ...
... which ...
... of ...
... by ...
... for ...
... as a part of the ...
... of ...

"It is a very interesting ...
... process," he said. "They employ us and out of the free we get we have to pay all the overhead. It is not very lucrative but it is a position of some prestige and

many lawyers would like to avail."

He said he would resign the post unless he's elected to the Senate seat held by Bill Brock of Chattanooga, a Republican who announced for renomination in the GOP January 20.

When asked if he ...
... he ...
... for ...
... in ...
... with ...
... his ...
... Sen. ...
... of ...
... for ...
... and ...
... he ...
... with ...
... in ...
... He is not ...
... from the U.S. Senate ...
... while seeking re-election."

In an unqualified financial statement, Sasser, former

chairman of the state Democratic executive committee, listed his assets at \$14,151.

Among the assets was an estimated \$20,000 for his partnership interest in the law firm, \$31,785 in cash, a residence valued at \$4,200, with furnishings valued at \$1,000.

Among his liabilities were a \$25,000 note to launch his effort to win election to the Senate and a \$2,000 balance on the mortgage on his residence.

Sasser was the first of the ...
... the ...
... to ...
... his ...
... to ...
... with ...
... the ...

He promised a report July 10 on the financing of his current campaign.

7971014737

6100
200

MEMORANDUM CONCERNING CHARTERED
AIRPLANES UTILIZED BY SENATOR
JAMES R. SASSER DURING HIS 1976
ELECTION CAMPAIGN

SIDLEY & AUSTIN

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006
TELEPHONE 202: 872-1730

TELEX 89-463

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4364

Founded in 1866 as
Williams & Thompson

May 10, 1977

Charles N. Steele, Esquire
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

On behalf of Senator James R. Sasser we transmit herewith a document entitled Memorandum Concerning Chartered Airplanes Utilized By Senator James R. Sasser During His 1976 Election Campaign. This memorandum has been prepared in accordance with the Commission's Compliance Procedure Regulation, and in particular Part 111.4 which authorizes a person under investigation to submit factual and legal information demonstrating that no action should be taken against him. As you are aware, this memorandum does not fully describe the utilization of chartered aircraft by the Sasser campaign. Based upon conversations with the Commission's staff and a review of the material already in the Commission's files, it is my understanding that only two questions remain outstanding with respect to the use of chartered aircraft:

- (1) whether all flights on chartered aircraft taken during the primary campaign were billed by the companies involved and whether all such bills have been paid, and
- (2) whether the rates charged for the use of chartered aircraft constituted a "contribution."

Charles N. Steele, Esquire
Page Two
May 10, 1977

It is Senator Sasser's position that all flights were billed to and paid by the Sasser for Senate Committee. This is demonstrated by letters from each company providing airplane service which are included in Appendix A to this memorandum. It is also Senator Sasser's position that the campaign committee was charged a rate equal to the rate that each of these companies charged to its non-political users. Therefore, these companies did not make an in-kind contribution to the Senator's election campaign.

We believe that this memorandum supports the conclusion that no further action against the Senator or the Sasser for Senate Committee is warranted. We, of course, will be happy to provide any additional information that the Commission believes is necessary in connection with this investigation.

Sincerely,



Michael A. Nemeroff

MAN:pv

MEMORANDUM CONCERNING CHARTERED AIRPLANES
UTILIZED BY SENATOR JAMES R. SASSER
DURING HIS 1976 ELECTION CAMPAIGN

I. INTRODUCTION

This memorandum is submitted on behalf of Senator James R. Sasser pursuant to the Federal Election Commission's compliance procedure regulations. Part 111.4 of the Commission's regulations states that a person subject to an investigation may submit "factual or legal information which he or she believes demonstrates that no action should be taken against him" This memorandum will provide factual and legal information in response to questions raised by the Commission in connection with the use of chartered airplanes by the Sasser campaign. It is Senator Sasser's position that the use of such airplanes did not constitute a "contribution" by the persons providing the service and that, therefore, no further action by the Commission pursuant to the Federal Election Campaign Act, 1971, as amended ("FECA") is warranted.

This proceeding was begun in response to a complaint filed by Harry Sadler on August 3, 1976, which made numerous allegations of violations of FECA by the Sasser campaign in connection with the use of airplanes. In response to the ensuing investigation, the Sasser campaign has provided a large volume of information covering many phases of its

arrangement of air transportation during the campaign. Based upon this information, the Commission's staff has apparently concluded that there is no longer reason to believe that a violation of FECA may have occurred with respect to most phases of such transportation. The staff, however, still seeks additional information with respect to the use of chartered aircraft. This memorandum will address the only two remaining questions which are outstanding with respect to the use of such aircraft:

- (1) Whether all flights on chartered aircraft taken during the primary campaign by the candidate, his family, and the campaign staff were billed by the companies involved and whether all such bills have been paid by the campaign committee.
- (2) Whether the rates charged for the use of chartered aircraft constituted a "contribution."

II. DISCUSSION

Six companies provided aircraft utilized by the Sasser campaign during the primary period. The companies were:

Aviation Group Associates, Inc.
J.T. Dugger, Inc.
Pierce Ditching Inc.
Campbell Aero Service
Airplane Services, Inc.
Colemill Enterprises, Inc.

The rates charged by each of the companies to the Sasser campaign varied somewhat. Aviation Group Associates,

Inc. ("AGA") charged \$65 per hour for the use of the aircraft and the cost of fuel. J.T. Dugger, Inc. ("Dugger") charged the Sasser campaign \$40 per hour for its airplane; the campaign purchased its fuel separately. Unlike any of the other companies, Dugger required a deposit of \$1000 for the use of its airplane and subtracted its charges from the deposit. During the primary period, the candidate, his family or campaign staff flew approximately 40 hours on the AGA airplane and approximately 20 hours on the Dugger airplane. Each time that the Sasser campaign utilized these companies' aircraft, it hired as its pilot either Keith Bandy or Russ Hancock. These pilots are not employees of either of these companies and received \$75 per day plus expenses; they were paid directly by the campaign for their services.

The airplane of Pierce Ditching, Inc. ("Pierce Ditching") was utilized on only one occasion by Senator Sasser. As stated in the affidavit of P. Knox Pitts III, which has already been provided to the Commission, Senator Sasser flew on this airplane from Tri-Cities to Chattanooga on May 14, 1976. The flight was less than one hour in length, and the Sasser campaign paid Pierce Ditching \$98 for the flight. In addition, it hired a pilot which it paid \$50 for the flight.

An airplane from Cambell Aero Service was utilized by the Sasser campaign on only two occasions. Campbell rented

a single engine aircraft to the Sasser campaign at \$30 per hour if the pilot's charge was included or at \$23 per hour if the pilot's charge was billed separately. The Sasser campaign utilized this airplane once at the \$30 rate and another time at the \$23 rate.

The airplane of Airplane Services Inc. ("ASI") was utilized for approximately 21 hours during the primary campaign. The Sasser campaign was charged \$35 per hour which included the use of the airplane and the pilot's fee. The campaign reimbursed the pilot, Carl Spray, for all out-of-pocket expenses and also paid the cost of fuel which was billed separately.

The only other company providing aircraft to the Sasser campaign during the primary was Colemill Enterprises, Inc. ("Colemill"), a commercial charter operator. The rates charged the Sasser campaign were based on both the flight time and distance over which transportation was provided, and the type of aircraft utilized. When the Sasser campaign utilized twin-engine aircraft, the charge was equal to a rate of \$100 per flight hour.

Chartered airplanes of the size utilized by the Sasser campaign must maintain an air worthiness certificate from the Federal Aviation Administration and must be operated

pursuant to one of two possibly applicable F.A.A. regulations. If the airplane is operated to provide commercial charter service, it must comply with Part 135 of the F.A.A.'s regulations. 14 C.F.R. 135. Part 135 prescribes the rules governing "[t]he carrying in air commerce by any person . . . of persons or property for compensation or hire . . . in small aircraft" 14 C.F.R. 135.1(a)(3). Thus, Part 135 aircraft may be operated on a profit making basis.

The only airplanes used by Senator Sasser during the primary campaign, which operated pursuant to Part 135, were the airplanes provided by Colemill and ASI. Colemill operates a commercial air taxi service, and charged the Sasser campaign the commercial charter rate for its service. While ASI had the proper certificate to operate a commercial service, its airplane was used almost exclusively by its stockholders in connection with their other business activities and was never offered to the public for commercial charter. ASI charged its stockholder's businesses for the use of the airplane at a rate intended to reimburse it for expenses. The Sasser campaign was charged the same rate. Authorization to operate pursuant to Part 135 was obtained by ASI to avoid limitations concerning control of the pilot applicable to aircraft authorized to operate only for private purposes.

1 4 7 3 6

If an airplane is operated for private purposes and not to provide commercial charter service, it must comply with Part 91 of the F.A.A.'s regulations. 14 C.F.R. 91. Normally, Part 91 aircraft may not be chartered on a profit making basis. Such aircraft, however, may carry passengers other than the owner, and the owner may charge the user for all expenses associated with such use. It is very common in Tennessee, and probably in other parts of the nation, for the owner of a Part 91 aircraft to permit others to use its aircraft on a reimbursement of expenses basis.

1 9 0

The aircraft provided to the Sasser campaign by AGA, Dugger, and Pierce Ditching were Part 91 aircraft. It is typical for the owners of such aircraft to establish a corporation to hold title to the airplane in order to limit liability and thereby reduce the costs of insurance. Each of these companies was incorporated at all times relevant to the Sadler complaint. ^{*} AGA was established solely for the purpose of owning

^{*}/ The Sadler complaint noted that AGA purchased its airplane and was incorporated on March 10, 1976. The complaint implied that the purchase of the aircraft occurred in order to provide the Sasser campaign with air transportation. It should be noted, however, that Aubrey Gregory, the sole stockholder in AGA, had owned a different aircraft in his personal name prior to the aircraft purchased on March 10. The previously owned aircraft was sold in May 1975, and the aircraft purchased on March 10 replaced that aircraft. Title to the new aircraft was placed in a corporation for limitation of liability purposes.

an airplane. Dugger and Pierce Ditching operate as construction contractors as well as owning an airplane.

AGA and Dugger often permit individuals or other companies to use their airplane, and they charge such individuals or companies at a rate intended to reimburse them for the costs of such use. The regulations of the Federal Aviation Administration prohibited AGA and Dugger from charging more than the reimbursement of expenses because the pilot that typically flew the aircraft was a private pilot. 14 C.F.R. 61.118(b). The Sasser campaign was permitted to use the airplanes of these companies at exactly the same rate that these airplanes are provided to non-candidate users. Actually, the effective rate was substantially more than paid by the non-political users of the Dugger and AGA aircraft because the Sasser campaign was also required to hire an independent pilot at a substantial additional cost. Although Pierce Ditching does not normally permit others outside the company to use its aircraft, the Sasser campaign repaid it for the use of the aircraft at the reimbursement rate.

The airplane provided by Campbell Aero Service ("Campbell") was maintained pursuant to Part 91. Because Campbell was not incorporated at the time that it rented aircraft to Senator Sasser, it is not prohibited from making a contribution to the Sasser campaign. For reasons set out

infra, there is no doubt that the rental of aircraft by Campbell to the Sasser campaign complied with FECA.

- A. All Flights On Chartered Aircraft Taken During The Primary Campaign By The Candidate, His Family, And The Campaign Staff Were Billed By The Companies Involved And All Such Bills Have Been Paid By The Campaign Committee.
-

In order to determine that all flights were billed and paid, we contacted each of the companies providing aircraft to the Sasser campaign and asked each to review its records. Each company was asked to compare its flight logs to its invoices. The letters from each company enclosed in Appendix A to this memorandum demonstrate that this review has been completed. Each company confirmed that all flight time was billed to the campaign and was paid for by the campaign. The Sasser campaign has already furnished to the Commission a list of all invoices for chartered flights, and supporting documents for the flights and fuel.

In connection with these documents, a question has arisen concerning whether all flights on AGA's aircraft were billed. The Commission staff compared the invoices for these flights with AGA's flight logs and appeared to find that some flights were not billed. This discrepancy results from the fact that AGA changed the billing form that it used during

the second week of July 1976; the rate charged the campaign, however, remained the same. For example, for all flight log entries from April 29, 1976 through July 10, 1976, the Sasser campaign was billed at the rate of \$65 per hour and no separate charge was made for fuel. Thereafter, the campaign was billed only for "fuel & oil [and] maintenance." A comparison of the amount charged on these bills and the number of hours for the flight as shown in the log demonstrates that the rate remained at \$65 per hour. For example, the bill for flights on July 15 and 16 was \$104, the duration of the flights was 1.6 hours, and this equals a rate of \$65 per hour. Similarly, the charge for the flight on August 7 was \$117, the duration of the flight was 1.8 hours, and this also equals \$65 per hour. Thus, all flights on AGA's airplane were billed and paid at the same rate throughout the campaign. The billing form was changed in order to avoid unnecessary state sales tax.

B. The Rates Charged The Sasser Campaign For The Use Of The Chartered Aircraft Did Not Constitute A Contribution To The Campaign.

Because corporations are prohibited from making contributions to candidates for Federal political office, the companies that are incorporated and which provided airplane services to the Sasser campaign are prohibited from making

any contribution to the campaign. The Sasser campaign understood this prohibition and attempted to arrange for airplane service in a way that would comply with the law. This is demonstrated by the open way in which the Sasser campaign arranged for chartered air service, was billed by the companies for such service on regular invoices, and reported the resulting expenditures to the Commission. The sensitivity of the campaign toward the need for compliance with FECA is further demonstrated by the letter contract with AGA drafted by George E. Barrett, counsel to the campaign, on May 28, 1976, long before any question arose with respect to this matter. The letter contract states in explanation of the need for a written understanding that:

"You will recall at the time I spoke to you of the need for a clear understanding on behalf of using this airplane during the campaign so as to avoid any possible liabilities either by Aviation Group Associates, Inc. or by Mr. Sasser pursuant to the Federal Election Laws."

Because there was no intent to violate the law and because all airplane service was billed and paid, the only possible ground upon which a violation could be found is that the campaign was charged an insufficient amount for the services received.

The statute prohibiting corporate contributions defines a "contribution" inter alia as ". . . any direct or indirect payment . . . any services, or anything of value

. . . in connection with any election" to Federal office.
2 U.S.C. §441b(b)(2). Under well-accepted Commission policy,
a corporation may provide goods and services to a political
campaign as long as it charges the campaign the fair market
value of the goods and services provided. The fair market
value is typically defined as the amount that the candidate
would be charged if he obtained a comparable good or service
from the open market; or, alternatively, what the corporation
normally charges non-political purchasers for the same good
or service. A.O. 1975-1, CCH Federal Election Campaign
Financing Guide ¶5103 (July 15, 1975). This policy has
most recently been reaffirmed in the Commission's regulations.
Part 100.4(a)(1)(iii)(A) defines the term "anything of value"
in the definition of contribution as ". . . services . . .
or other in-kind contributions provided without charge . . .
or at a charge which is below the usual and normal charge for
the items." Subsection (B)(2) of the same regulation defines
the "usual and normal charge" for services to mean "the hourly
or piecework rate charge for the services prevailing at the
time the services were rendered." (emphasis added) Because
aircraft provided to the Sasser campaign were a service, it
is clear that the companies involved did not make a contri-
bution as long as the rate charged was at or above the pre-
vailing rate at the time the services were rendered.

Although this analysis of the definition of "contribution" also applies to Campbell, which also charged the Sasser campaign the "prevailing" rental rate for the aircraft utilized, it is clear that under any view of the facts the rental by Campbell did not violate FECA. Because Campbell was not incorporated at the time that the Sasser campaign used its airplane, it was not prohibited from making a contribution. Because the airplane was used on only two occasions for two short flights totaling 5.5 hours, there is no doubt that the contribution limit of \$1000 was not exceeded, even if a portion of its services were held to be a contribution. 2 U.S.C. §441a. As a result, the remaining discussion does not apply to Campbell.

The Commission has adopted another regulation intended to control the use of corporate chartered aircraft during a campaign. Part 114.9(e) provides that:

"A candidate, candidate's agent, or person traveling on behalf of a candidate who uses an airplane which is owned or leased by a corporation or labor organization other than a corporation or labor organization licensed to offer commercial services for travel in connection with a Federal election must, in advance, reimburse the corporation or labor organization:

(i) In the case of travel to a city served by regularly scheduled commercial service, the first class air fare;

(ii) In the case of travel to a city not served by a regularly scheduled commercial service, the usual charter rate."

Because all companies providing aircraft to the Sasser primary campaign were arguably not "licensed to offer commercial services," with the exception of Colemill and ASI, it would appear that this regulation might apply to some of the service provided the campaign.

The Commission, however, should not apply this regulation to the use of Part 91 airplanes by the Sasser campaign. This regulation was not adopted by the Commission until July 27, 29 and 30, 1976, and it was not published in the Federal Register in the adopted form until August 25, 1976. 41 Fed. Reg. 35962 (August 25, 1976). Therefore, all of the charter flights at issue in this proceeding occurred prior to the adoption and publication of this regulation. ^{*/} Moreover, unlike the Commission's regulation defining in-kind contributions, the airplane regulation had not been formulated as Commission policy in an Advisory Opinion prior to the adop-

^{*/} Parenthetically, it should be noted that adoption by the Commission did not make the regulation at issue effective. Because of the required Congressional review and promulgation by the Commission after review, the regulation did not become effective until April 13, 1977. Moreover, not until October 5, 1976 did the Commission issue a public statement taking the position that its regulations represented the formally adopted views of the Commission and should be looked upon as authoritative guides to the application of FECA.

tion of the regulations. As a result, while the Sasser campaign could be expected to comply with Commission policy against accepting in-kind contributions, it could not be expected to comply with Part 114.9(e).

Because Part 114.9(e) is not the proper standard for determining whether the companies providing aircraft to the Sasser campaign made an in-kind contribution, the Commission should look to its traditional standard of fair market value or, as expressed in its regulations, the "usual and normal charge." As long as these companies provided service to the Sasser campaign at the "usual and normal charge" for Part 91 aircraft of similar size on similar flights, no contribution was made and no violation of FECA occurred.

This suggests that the Commission should look to the market to determine what the Sasser campaign would have paid for comparable service. Conceivably, the Commission could survey the owners of other Part 91 aircraft of similar size in the Nashville market to determine that the Sasser campaign was charged the prevailing rate for the flights in question. This approach is possible because it is common for the owners of Part 91 aircraft to permit others to use their airplanes and, therefore, there is a separate market for such services.

Such an approach is not necessary in this case, however, because each of these companies, with the exception of Pierce Ditching, regularly requires non-political users to pay the same rate charged the Sasser campaign. This charge can be assumed by the Commission to be the "prevailing" rate for purposes of determining whether a contribution has been made. Indeed, this approach is sensible because a "prevailing" rate based solely upon a survey of the available market rate would, in other circumstances, prohibit efficient companies capable of selling profitably at a less than market price from passing on such savings to Federal candidates. Such a policy is not required by the campaign laws and is contrary to the American free market economic system.

That the Sasser campaign was charged the same rate charged to non-political users is demonstrated by the letters from each of these companies which are attached to this memorandum in Appendix A.^{*/} Because all of the flights taken by the Sasser campaign on the Part 91 aircraft were paid for at

^{*/} While Pierce Ditching does not normally charter its aircraft to others, it permitted Senator Sasser to make one flight because no other aircraft was available on any basis. The Senator had flown to Tri-Cities on AGA's airplane, but was unable to obtain air transportation to Chattanooga from any other company. In order to avoid making a contribution, the Sasser campaign paid Pierce Ditching the full reimbursable expenses for the flight.

the "usual and normal charge" that such aircraft are available to non-political users, the use of such aircraft should not be considered an in-kind contribution.

Although Colemill was a regular commercial charter operator, the same test should be applied. The charge made to the Sasser campaign by Colemill was at least as much as the rate charged to non-political users for comparable air service. This is demonstrated by an invoice attached to the letter from Colemill included in Appendix A. Therefore, the charge paid by the Sasser campaign was at least the usual and normal charge, and aircraft services provided by Colemill were not an in-kind contribution to the campaign.

The ASI aircraft presents a different problem than the other aircraft discussed. Because this airplane was operated pursuant to Part 135, ASI could have charged the campaign at the normal commercial charter rate. The Sasser campaign, however, was charged the same rate that other non-political users were billed for the aircraft -- a rate calculated to reimburse expenses. Although this rate was below the normal commercial charter rate, it would have been unreasonable to charge the campaign that rate for two reasons. First, although ASI was licenced by the F.A.A. to provide commercial service, it was never operated to provide such service. ASI qualified for operations pursuant to Part 135 in order

to avoid the limitation concerning control of the pilot placed upon the operation of Part 91 aircraft; however, it did not hold itself out to the public to carry passengers for hire like a typical commercial charterer. Second, the Sasser campaign did not have access to ASI's aircraft on the same basis that it would have had access to a typical Part 135 aircraft. The Sasser campaign was not permitted to schedule the use of the ASI aircraft in advance, and only had access to it when the airplane was not otherwise occupied. In contrast, a typical commercial operator, such as Colemill, schedules flights in advance on a reservations basis. Because the Sasser campaign only had limited access to the ASI aircraft, it was not as valuable as a normal commercially chartered aircraft.

Like the other aircraft discussed, ASI did not make an in-kind contribution to the Sasser campaign because it did not charge less than its "usual and normal charge." Because ASI did not provide service to the Sasser campaign on the same basis as other commercial charterers, the Commission should not consider the commercial charter rate as the "prevailing" rate. Rather, because ASI charged the Sasser campaign a rate equal to the rate charged other non-political users, no in-kind contribution was made. The letter from ASI attached in Appendix A demonstrates that ASI followed this practice.

Not only have the airplane companies met the relevant standard for determining whether an in-kind contribution was made, it must also be recognized that the conduct of these companies demonstrates that there was no intent to violate the law. Charges for airplane service were billed by regular invoice to the Sasser campaign, paid by check drawn on the campaign's account, and reported to the Commission in the regular campaign reports. In the case of AGA and ASI, written contracts were prepared setting out the terms upon which service was provided. In the case of Dugger, a \$1000 deposit was required in advance to insure that the Sasser campaign paid for the use of the airplane. Had these companies been seeking to avoid FECA, they would never have provided their services in such an open manner.

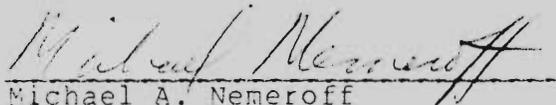
The Commission should not take action against the Sasser campaign based upon the failure of most of the companies providing service to charge the commercial charter rate. Such a rate is not required under the Commission's regulations based upon the definition of "contribution." As has already been stated, because these companies charged the Sasser campaign the same rate charged to non-political users, they complied with these regulations. While the commercial charter rate is apparently required by Part 114.9(e), the Commission should not apply this regulation to this proceeding because

it was not adopted and published by the Commission until all of the flights at issue were taken. The Commission should not penalize the Sasser campaign or the companies involved by retroactively applying a policy based on Part 114.9(e).

III. CONCLUSION

Because the Sasser campaign was billed and paid for all charter flights and because it was charged the usual and normal rate by all of the companies providing airplane services, no contribution was made to the campaign. For this reason, it is requested that the Commission conclude that no further action be taken against Senator Sasser or the Sasser for Senate Committee with respect to charter airplane services provided during the primary campaign.

Respectfully submitted,


Michael A. Nemeroff
Sidley & Austin
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 872-1730

DATED: May 10, 1977

Attorneys for James R. Sasser

14760

APPENDIX A

Airplane Services, Inc.

PHONE 615 967-2773

-:-

ROUTE 1

May 2, 1977

Mr. Charles Steele
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Dear Mr. Steele:

Michael A. Nemeroff has asked us whether all of the flights taken by Senator James R. Sasser, his family, and members of his campaign staff were billed to Senator Sasser's campaign committee in accordance with our agreement with the committee. In response to Mr. Nemeroff's question, we have determined that all such flights were billed to the campaign committee. We have further determined that each of our bills has been fully paid.

We understand that the Federal Election Commission is also seeking to determine whether the charge for our airplane services provided to the campaign was equal to our usual and normal charge for such services. It was our policy to provide airplane services to the campaign at a rate equal to the rate charged other users of our services.

We hope that this information is satisfactory. We have transmitted this letter to Mr. Nemeroff who will forward it to you. We request that any questions that you may have concerning this letter be provided to Mr. Nemeroff.

Sincerely,

Carl C. Spray
CCS/ec

Carl C. Spray

CCS/ec

7804144761

Telephone 865-1314

*Aviation Group
Associates, Inc.*

P. O. Box 491
MADISON, TENNESSEE 37115



April 18, 1977

Mr. Charles Steele
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Dear Mr. Steele:

At the request of Michael A. Nemeroff, we have reviewed our records to determine whether all of the flights taken by Senator James R. Sasser, his family, and members of his campaign staff were billed to Senator Sasser's campaign committee in accordance with our agreement with the committee. To accomplish this, we compared our invoices to the committee with our flight logs for the period in question. On the basis of this review, we have determined that all flights taken by the Senator, his family, and his campaign staff were billed to the campaign committee. We have further determined that each of our bills has been fully paid by the campaign committee.

We understand that the Federal Election Commission is also seeking to determine whether the charge for our airplane services provided to the campaign was equal to our usual and normal charge for such services. We have reviewed our records and have determined that airplane services were provided to the campaign at a rate equal to the rate charged other users of our services.

We hope that this information is satisfactory. We have transmitted this letter to Mr. Nemeroff who will forward it to you. We request that any questions that you may have concerning this letter be provided to Mr. Nemeroff.

Sincerely,

Aubrey Gregory
Aubrey Gregory
President

AG/lc

730494762

CAMPBELL'S AERO SERVICE

ISLAND AIRPORT

P. O. Box 909

KNOXVILLE, TENNESSEE 37901

April 25, 1977

Mr. Charles Steele
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

At the request of Michael A. Nemeroff, we have reviewed our records to determine whether all of the flights taken by Senator James R. Sasser and members of his campaign staff were billed to Senator Sasser's campaign committee in accordance with our agreement with the committee. To accomplish this, we compared our invoices to the committee with our flight logs for the period in question. On the basis of this review, we have determined that all flights taken by the Senator and his campaign staff were billed to the campaign committee. We have further determined that each of our bills has been fully paid by the campaign committee.

We understand that the Federal Election Commission is also seeking to determine whether the charge for our airplane services provided to the campaign was equal to our usual and normal charge for such services. We have reviewed our records and have determined that airplane services were provided to the campaign at a rate equal to the rate charged other users of our services.

We hope that this information is satisfactory. We have transmitted this letter to Mr. Nemeroff who will forward it to you. We request that any questions that you may have concerning this letter be provided to Mr. Nemeroff.

Sincerely,



Robert M. Campbell

COLEMILL ENTERPRISES, INC.

CORNELIA FORT AIR PARK

P.O. Box 60627

Nashville, Tennessee 37206

615-262-0456

April 22, 1977

Mr. Charles Steele
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Dear Mr. Steele:

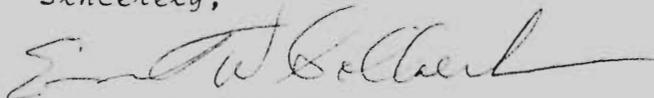
At the request of Michael A. Nemeroff, we have reviewed our records to determine whether all of the flights taken by Senator James R. Sasser, his family, and members of his campaign staff were billed to Senator Sasser's campaign committee in accordance with our agreement with the committee. To accomplish this, we compared our invoices to the committee with our flight logs for the period in question. On the basis of this review, we have determined that all flights taken by the Senator, his family, and his campaign staff were billed to the campaign committee. We have further determined that each of our bills has been fully paid by the campaign committee.

The Sasser for Senate committee were billed at the rate of \$100 per flight hour for twin engine aircraft which they used.

We understand that the Federal Election Commission is also seeking to determine whether the charge for our airplane services provided to the campaign was equal to our usual and normal charge for such services. We have reviewed our records and have determined that airplane service were provided to the campaign at a rate equal to the rate charged other users of our services. To demonstrate this, we have enclosed a representative invoice for airplane services charged to nonpolitical users. The aircraft used was a twin engine aircraft furnished without pilot and this is our customary charge.

We hope that this information is satisfactory. We have transmitted this letter to Mr. Nemeroff who will forward it to you. We request that any questions that you may have concerning this letter be provided to Mr. Nemeroff.

Sincerely,



Ernest W. Colbert

EWC/eej

COLEMILL ENTERPRISES INC.

Cornelia Fort Air Park
 FLIGHT INSTRUCTION - CHARTER FLIGHTS
 Phone 262-0456 — Nashville, Tenn.

Customer's Order No. 8131R Date 4-18 19 76

M FAH GADO
 Address _____

Sold By	Cash	C.O.D.	Charge	On Acct.	Mdse.Ret.	Pd. Out

QUAN.	DESCRIPTION	PRICE	AMOUNT
	Gals. Aviation		
	Qts. Oil		
<u>4.0</u>	Hrs. Solo	<u>90.00</u>	<u>320.00</u>
	Hrs. Dual		
	Hrs. Labor		

ALL claims and returned goods MUST be accompanied by this bill.

No. 08147 Rec'd by _____
 THOMPSON PRINTING CO. - NASHVILLE, TN.

7800144765



J. T. Dugger & Son, Inc.

3018 AMBROSE AVE.

NASHVILLE, TENN. 37207

GENERAL CONTRACTORS

April 20, 1977

Mr. Charles Steele
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

At the request of Michael A. Nemeroff, we have reviewed our records to determine whether all of the flights taken by Senator James R. Sasser, his family, and members of his campaign staff were billed to Senator Sasser's campaign committee in accordance with our agreement with the committee. To accomplish this, we compared our invoice to the committee with our flight logs for the period in question. On the basis of this review, we have determined that all flights taken by the Senator, his family, and his campaign staff were billed to the campaign committee. We have further determined that our bill has been fully paid by the campaign committee.

We understand that the Federal Election Commission is also seeking to determine whether the charge for the use of our airplane was equal to our usual charge to other people using our airplane. We have reviewed our records and have determined that the rate charged the campaign committee is equal to the rate charged to others using the airplane.

We hope that this information is satisfactory. We have transmitted this letter to Mr. Nemeroff who will forward it to you. We request that any questions that you may have concerning this letter be provided to Mr. Nemeroff.

Sincerely,

J. T. DUGGER & SON, INC.



John T. Dugger, Jr.
President

JTD:mg

PIERCE DITCHING COMPANY

WATER - SEWER - GRADING

1901 East Center St. Phone 247-1195

KINGSPORT, TENNESSEE 37664

May 2, 1977

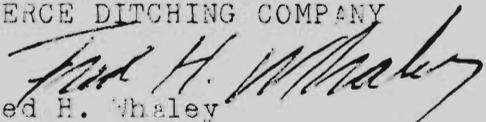
Mr. Charles Steele
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

At the request of Michael A. Nemeroff, we have reviewed our records to determine whether the flight taken by Senator James R. Sasser, and a member of his staff, was paid for by Sasser's campaign committee. The campaign committee has sent us a check which is a fair reimbursement for operating costs of the aircraft related to the flight in question.

We hope this information is satisfactory. We have transmitted this letter to Mr. Nemeroff who will forward it to you. We request that any questions that you may have concerning this letter be provided to Mr. Nemeroff.

Very truly yours,
PIERCE DITCHING COMPANY


Fred H. Whaley
Asst. Secretary & Treasurer

FHW:dv

7806014767

SECOND MEMORANDUM CONCERNING
CHARTERED AIRPLANES UTILIZED BY
SENATOR JAMES R. SASSER DURING
HIS 1976 ELECTION CAMPAIGN

SIDLEY & AUSTIN

HAND DELIVERED

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D. C. 20006

TELEPHONE 202: 624-9000

TELEX 89-463

Founded in 1866 as
Williams & Thompson

CHICAGO OFFICE
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 329-5400
TELEX 25-4364

EUROPEAN OFFICE
9 HOLLAND PARK
LONDON, W11 3TH, ENGLAND
TELEPHONE 01: 727-1416
TELEX 21701

August 17, 1977

Charles N. Steele, Esquire
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

On behalf of Senator James R. Sasser, we transmit herewith a document entitled Second Memorandum Concerning Chartered Airplanes Utilized By Senator James R. Sasser During His 1976 Election Campaign. This memorandum has been prepared in response to conciliation negotiations with the Commission's staff and provides legal analysis and factual information which demonstrates that the Commission should terminate its investigation in this matter by concluding that no violation has occurred.

The memorandum analyzes the legal standard at issue in this proceeding, which is based on Part 114.9(e) of the Commission's regulations, and concludes that it may not be applied because the airplane flights under investigation occurred before the standard was finally adopted and published in the Federal Register. Two separate arguments are made in this regard. First, the courts have refused to permit an administrative agency to enforce a regulation retroactively, absent explicit legislative intent. Of course, there is no Congressional authorization for the retroactive application of the Commission's standard based on Part 114.9(e) in this proceeding. Second, the enforcement of this standard violates

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14769

Charles N. Steele, Esquire
August 17, 1977
Page Two

section 4 of the Administrative Procedure Act, and courts have consistently voided similar actions by administrative agencies.

In addition to this legal analysis, this memorandum also applies the Commission's standard to the facts in this proceeding. By preparing a separate analysis for each company providing airplane services, the memorandum demonstrates that the Sasser campaign paid more for the use of each airplane than it would have paid had it utilized commercial airlines and charter services. Therefore, the memorandum concludes that even applying the Commission standard, no violation may be found.

For these reasons, we believe that the Commission must terminate its investigation of Senator Sasser and conclude that no violation has occurred. Of course, we will be happy to provide any additional information that the Commission requests in connection with this investigation.

Sincerely,

Michael Nemeroff

Michael A. Nemeroff

SECOND MEMORANDUM CONCERNING CHARTERED
AIRPLANES UTILIZED BY SENATOR JAMES R.
SASSER DURING HIS 1976 ELECTION CAMPAIGN

INTRODUCTION

On May 10, 1977, a memorandum was submitted on behalf of Senator James R. Sasser and the Sasser for Senate Committee to the Federal Election Commission pursuant to the Commission's compliance procedure regulations. This memorandum provided factual information and legal analysis demonstrating that the Commission should take no further action against Senator Sasser or the Sasser for Senate Committee with respect to airplanes owned by corporations and utilized during the primary campaign. In a letter dated June 16, 1977, the Commission terminated its investigation with respect to two of the companies providing airplanes. It concluded, however, with respect to the remaining four companies that there was,

". . . reasonable cause to believe that Senator Sasser accepted corporate contributions in violation of 2 U.S.C. §441b, in that an amount of money not exceeding cost was paid in rental of airplanes owned by corporations."

Pursuant to the Commission's procedures, conciliation negotiations were entered into with the Commission's staff. Accordingly, the Commission's staff prepared a draft conciliation agreement which, if executed, would require

the Sasser campaign to admit that a violation of 2 U.S.C. §441b(a) occurred because the airplane services provided by the four companies still included in the investigation were an in-kind corporate contribution. The draft conciliation agreement and conversations with the Commission's staff indicate that the alleged violation is not founded on a failure to pay rental fees "exceeding cost" as stated in the June 16 letter; rather, as stated in the draft conciliation agreement, the violation is alleged to have occurred because,

". . . respondent accepted corporate contributions to the extent of the difference between the amount paid and the regular first class airfare or usual commercial charter rate for each flight "

During negotiations, the Commission staff admitted that the standard referred to in the draft conciliation agreement was based upon a Commission regulation, Part 114.9(e) (1), which provides that:

"A candidate, candidate's agent, or person traveling on behalf of a candidate who uses an airplane which is owned or leased by a corporation or labor organization other than a corporation or labor organization licensed to offer commercial services for travel in connection with a Federal election must, in advance, reimburse the corporation or labor organization:

(i) In the case of travel to a city served by regularly scheduled commercial service, the first class air fare:

(ii) In the case of travel to a city not served by a regularly scheduled commercial service, the usual charter rate."

When the memorandum dated May 10 was prepared, we did not expect that the Commission would apply a standard based upon this regulation. We argued that the regulation should not be applied because it was not effective when the flights at issue occurred. In the absence of the regulation, we asserted that the proper standard was whether each corporation, renting an airplane to the Sasser campaign, charged a rate equal to the rate that it charged to non-political users. We stated that if the candidate were charged the same rate that the corporation normally charged, then there was no corporate contribution and no violation of section 441b. The memorandum went on to demonstrate that each of the corporations involved followed this rule and charged the Sasser campaign the same rates charged non-political users. Although the Commission apparently accepted this rationale with respect to Colemill Enterprises, Inc., a commercial charter operator, it refused to apply the same reasoning to the companies still under investigation.

The staff acknowledges that the standard of violation which has been applied to the Sasser campaign is the same as Part 114.9(e)(1), and that this regulation was not in effect when the flights at issue occurred. The staff states, however, that the regulation is based upon the Commission's interpretation of the statute and that the Com-

mission is applying its interpretation to the Sasser campaign, not the regulation.^{*/}

This memorandum responds to the Commission's application of a policy based upon Part 114.9(e)(1) to the airplanes rented by the Sasser campaign during the primary, and concludes as follows: First, the application of a policy based on Part 114.9(e) is manifestly unjust and, therefore, unenforceable. Second, this policy is also unenforceable because it violates section 4 of the Administrative Procedure Act. Third, even if the policy were enforceable, the Sasser campaign complied in that it paid more than the first class airfare or the usual commercial charter rate for the airplanes still subject to this proceeding. Fourth, because the Commission could not prevail if it sought enforcement, it should dismiss this proceeding.

DISCUSSION

The Application Of A Policy Based On Part 114.9(e) Is Manifestly Unjust And, Therefore, Unenforceable

Section 441b prohibits corporate contributions to Federal candidates and defines a contribution to include,

*/ Accordingly, this memorandum will not refer further to the standard stated in the June 16 letter. Nothing in the campaign laws requires that a violation be found solely because the rate charged did not exceed cost. In view of the staff's return to a standard based upon Part 114.9(e)(1) during conciliation, we can only view the reference to cost in the June 16 letter to be a statement of the facts, as found by the Commission, and not an articulation of the applicable legal standard.

". . . any direct or indirect payment, distribution, loan, advance, deposit, or gift of money, or any services, or anything of value" 2 U.S.C. §441b(b)(2).

Although the provision of corporate airplanes on a no-charge basis is concededly within the scope of the definition of contribution, nothing in the statute states how much must be charged to avoid making a contribution. In the seventy years that this statute has been in force no published judicial decision has ever addressed this issue. Indeed, even the Commission's advisory opinions never address with precision the question of when the provision of goods or services by a corporation becomes a prohibited contribution. Thus, prior to Part 114.9(e), the standard which the Commission seeks to apply in this proceeding had never been promulgated or enforced.

On May 26, 1976, the Commission published Part 114.9 (e) as a proposed regulation applicable to "a candidate who uses an airplane which is owned . . . by a corporation . . . other than a corporation . . . licenced to offer commercial services for travel" The proposed regulation required a payment to the corporation equal to the first class airfare or the usual commercial charter rate. This regulation was not adopted by the Commission until July 27, 29, and 30, 1976, it was not published in final form in the Federal Register until August 25, 1976, and under the procedures for Congressional review in 2 U.S.C. §438(c), it did not become effective until April 13, 1977.

Of course, all of the flights at issue here occurred before August 5, 1976, long before the regulation became effective, and before it was published in final form in the Federal Register. In fact, some of the flights at issue in this proceeding occurred before the regulation was even published in proposed form.

It is manifestly unfair to apply a standard not stated in the law before the Commission promulgated its regulations to the flights at issue in this proceeding. Had the Commission adopted a rule as mechanically applied as Part 114.9(e) before the 1976 primary elections, the Sasser campaign certainly would have complied. Even if the standard articulated in Part 114.9(e) were judicially established, the Sasser campaign would have complied. By applying this new standard to flights occurring before its promulgation, the Commission has failed to provide the Sasser campaign with sufficient opportunity to comply. It is this unfairness which taints the Commission's action.

The unfairness of retroactive application of a statute or a regulation has been recognized by the courts, and where the statute or regulation imposes new obligations or interferes with preexisting rights, it will not be enforced against facts occurring prior to its adoption. In Greene v. United States, 376 U.S. 149, 160 (1964), the court refused to give retroactive effect to a 1960 regulation which

created new obligations for the petitioner, who was seeking monetary restitution from the Government. The court stated that "retrospective operation will not be given to a statute which interferes with antecedent rights." In Weise v. Syracuse University, 522 F.2d 397, 411 (2d Cir. 1975), the court, relying on Greene, stated the rule more forcefully:

"[H]ere we are asked to give retroactive effect to a statute creating new rights where none had previously existed. The manifest injustice of such ex post facto imposition of civil liability is reflected in the general rule of construction that absent clear legislative intent statutes altering substantive rights are not to be applied retroactively."

In Saint Francis Memorial Hospital v. Weinberger, 413 F. Supp. 323, 335 (N.D. Cal. 1976), the court refused to hold the plaintiff to the requirements of a regulation promulgated after the actions at issue had occurred, stating that to do so "would result in manifest injustice to plaintiff because plaintiff had no notice of the new regulation until it was too late for it to take remedial action."

The same reasoning applies in this proceeding. The Commission seeks to apply a standard which the Sasser campaign was not previously required to follow. The new standard was not published in final form until it was too late for the campaign to take remedial action. Indeed, the Sadler complaint was filed, and this proceeding begun, before publication of

the final standard had occurred. Therefore, this action by the Commission is manifestly unfair, and, as the cases previously cited demonstrate, absolutely unenforceable.

Section 4 Of The Administrative Procedure Act Also Bars Enforcement Of A Policy Based On Part 114.9(e)

Not only is the Commission's action unfair, it violates the Administrative Procedure Act. For purposes of this argument, we will concede that the Commission acted within the scope of its authority in adopting Part 114.9(e). We will further concede arguendo that this regulation is a valid implementation of the section 441b prohibition against corporate contributions. Nevertheless, neither the regulation nor the policy upon which it is based, may be applied in this proceeding because to do so would violate section 4 of the Administrative Procedure Act ("APA"). 5 U.S.C. §553.

Section 4 of the APA establishes a procedure for promulgating most Federal regulations, including the regulations of the Commission.^{*/} It requires the publication of a general notice of proposed rule making in the Federal

^{*/} 2 U.S.C. §437d(a)(8) authorizes the Commission "to make, amend, and repeal such rules, pursuant to the provisions of chapter 5 of Title 5, United States Code, as are necessary to carry out the provisions of this Act" Section 4, which is part of Chapter 5, applies to all rule making unless the statute requires the opportunity for a hearing, in which case the more stringent requirements of sections 7 and 8 apply. FEC rule making proceedings are not subject to sections 7 and 8.

Register, an opportunity for interested persons to submit comments, and "publication or service of a substantive rule . . . [at least] 30 days before its effective date." 5 U.S.C. §553(d).

It is well established that the procedures required by section 4 must be strictly followed by an agency seeking to enforce an administrative regulation. As the court stated in Kelly v. United States Department of Interior, 339 F. Supp. 1095, 1101 (E.D. Cal. 1972), "[w]e begin our analysis by reaffirming the fundamental principal that administrative regulations are void unless published in strict conformity with the Administrative Procedure Act." Although the Commission has now complied with the requirements of section 4, they had not been completed when the flights at issue in this proceeding occurred. As a result, the Commission may not apply Part 114.9(e) to these flights.

In Hotch v. United States, 208 F.2d 244 (9th Cir. 1953), the defendant was convicted of fishing in Alaskan waters in violation of certain Department of Interior regulations. Although the regulations were found on appeal to be a proper implementation of the statute, on petition for rehearing Hotch's conviction was reversed. The court found that the regulations on which the charge was based,

". . . had not been published in the Federal Register as required by the Administrative Procedure Act when the

appellant performed the act in suit. Accordingly, the act complained of was not an offense at the time it was performed." Id. at 250.

The court concluded that the Government's suit must be dismissed.^{*/}

In Universal Specialities Inc. v. Blount, 331 F. Supp. 52 (C.D. Cal. 1971), a more recent decision applying the same rule, the court enjoined the Post Office Department from applying its new regulations to sexually oriented advertisements of the plaintiffs. The Post Office Department had followed the requirements of section 4 in adopting its regulations, except that it had attempted to make them effective before the expiration of the 30 day period after publication in the Federal Register. In enforcing the injunction, the court conceded that the statute was constitutional and the implementing regulations, with certain minor caveats, were reasonable,

^{*/} The Government petitioned for rehearing, Hotch v. United States, 212 F.2d 280 (9th Cir. 1954), claiming that the defendant had actual notice of the regulation and, therefore, the publication requirement of the APA need not be met. The court rejected this argument stating that "[u]nless the prescribed procedures are complied with, the agency . . . rule has not been legally issued, and consequently it is ineffective." Id. at 283. Hotch II has been criticized by Davis because of the rejection of the argument based on actual notice. Davis, Administrative Law §6.10 at 395 (1958). However, there is no evidence of actual notice in this proceeding, and Davis does not criticize Hotch I, the decision upon which we rely.

"However, we have concluded that the regulations in question were not implemented correctly. They were not published in the Federal Register at least thirty days prior to their effective date as required by the Administrative Procedure Act, 5 U.S.C. §553(d). The Post Office Department could not disregard the explicit Congressional directions which govern the issuance of significant regulations like those that are here challenged." Id. at 53.

These decisions establish that section 4 of the APA bars the Commission from applying Part 114.9(e)(1) to the flights taken during the Sasser primary campaign.^{*/} As in Hotch, if the Commission brought suit against the Sasser campaign based upon Part 114.9(e), it would be dismissed because a failure to comply with the regulation was "not an offense at the time [the airplane flights] were performed." The Commission, however, claims not to be applying the regulation but rather to be applying a policy embodying the same standard as the regulation but derived from an interpretation of the statute. In a notice published on October 5, 1976, the

^{*/} The application of this regulation would also be invalid on two other grounds: First, the Congressional review required by 2 U.S.C. §438(c), had not been completed at the time the flights occurred, and, second, the Federal Register Act was not satisfied. This Act provides that a document required to be published in the Federal Register "is not valid against a person who has not had actual knowledge of it until the duplicate originals . . . have been filed with the Office of the Federal Register. . . ." 44 U.S.C. §1507.

Commission claimed to view its regulations "as interpretive rules under traditional concepts of administrative law."^{*/}

The requirements of the APA, however, may not be avoided by this characterization unless the Commission's policy falls within an exception to section 4. The only relevant exceptions are those provided for interpretive rules and statements of policy. 5 U.S.C. §553(b)(A) and (d)(2). There are many cases in which an agency has sought to justify rules or policies, adopted without following the section 4 procedures, on the basis of these exceptions. According to one commentary, the courts have evolved a "substantial impact" standard to test such agency action. If the rule or policy has a substantial impact on the regulated person, the agency must comply with section 4:

"In determining whether the notice provisions of Section 4 are applicable in such cases, the courts have evolved a

^{*/} It should be noted that in its October 5 notice, the Commission cited Griggs v. Duke Power Co., 401 U.S. 424 (1971) for the proposition that an administrative interpretation by the enforcing agency is entitled to great weight. The interpretation at issue in Griggs was challenged, not because of failure to comply with section 4 of the APA, but rather on the issue of whether it was a proper implementation of the statute. As such Griggs and the other cases cited in the Commission's notice are not relevant here. Here, we do not challenge whether the policy adopted by the Commission is proper under the statute; instead, we challenge only the failure of the Commission to comply with the APA at the time the flights at issue occurred.

'substantial impact' test, which seeks to determine whether the rule . . . will have a significant effect on the challenging party. If it does, and that party can show that Section 4 was not complied with, the court will nullify the rule on the basis of improper procedure." 3 Mezones, Stein, Gruff, Administrative Law, §18.02[3] (1977).

In Saint Francis Memorial Hospital v. Weinberger, 413 F. Supp. 323 (N.D. Cal. 1976), the plaintiff brought suit for failure of HEW to reimburse it under the Medicare Act for construction interest costs, which it claimed as a current operating expense. HEW's regulations recognized construction interest as a proper cost and stated that costs should be determined by generally accepted accounting methods. Although the regulations were silent on whether construction interest was reimbursable as a current expense, HEW denied reimbursement citing section 206 of the Provider Reimbursement Manual which required the capitalization of construction interest. Of course, if construction interest were treated in accordance with section 206, the plaintiff's reimbursement would be substantially reduced. The plaintiff challenged HEW's determination, arguing that section 206 had not been adopted pursuant to section 4 of the APA.

The Government argued that there was no need for compliance with section 4 because section 206 was an interpretation falling within the exception to section 4. In assessing this claim, the court noted that "the core of the

dispute here is a determination of what the impact of section 206 of the Manual was on the previously existing statutory and regulatory scheme." Id. at 327. If the impact was substantial, then section 206 must be considered a substantive rule subject to section 4 and not an interpretive rule which would be exempt. The court proposed two tests to make this determination, stating that first:

". . . it should look to the impact on the parties subject to the regulation -- are they subject to any new substantive duties or deprived of any preexisting substantive rights. In this regard, it may consider the impact of retroactive application; if such application appears inequitable the rule apparently has substantive impact." Id. at 329.

Second, the court stated that:

". . . it should consider whether there is such genuine ground for difference of opinion on the wisdom of the policy embodied in the rule as to make the hearing process a meaningful and important requirement. If this is a matter upon which the agency should act only after informed reflection, the policies underlying section 553 seem to apply." Id. at 329.

Relying primarily on the first test, the court concluded that section 206 was a substantive rule. The court analyzed the law prior to the rule and noted that the plaintiff might well have been permitted to expense construction interest costs. Section 206 "clearly altered that state of affairs." Id. at 329. Therefore, it affected the plaintiffs "preexisting substantive rights."

Weinberger applies directly to the so-called policy which the Commission seeks to apply against Senator Sasser. Under Weinberger's first test, there is no doubt that the Commission's policy establishes "new substantive duties" where none previously existed and thereby affects "preexisting substantive rights." Prior to Part 114.9(e), the obligations of a candidate utilizing private aircraft were unclear. Without definitive guidance, it was commonly assumed that corporate aircraft, like other corporate goods and services, could be rented at a rate equal to the rate the corporation charged non-political users. As pointed out in the May 10 memorandum, the Sasser campaign adopted this standard in arranging for aircraft.

The Commission's rule settled the uncertainty surrounding airplane rentals and, for the first time, required that a candidate pay the first class airfare or usual commercial charter rate when utilizing private aircraft. The novelty of this rule is demonstrated by the fact that it established first class airfare as the standard. No candidate, interpreting the statute and the Commission's previous pronouncements on the issue of corporate contributions, could have concluded that a violation would occur if the corporation were not paid the first class airfare for flights on its aircraft. The novelty of this rule is further demonstrated by the fact that a rule of similar mechanical application has never been adopted

for the use of other corporate goods and services. Whether or not this is a salutary rule, there can be no doubt that it changed the law applicable to the rental of corporate aircraft. As a result, the Commission's policy has "substantial impact" upon the persons regulated by the Commission.

Under Weinberger's second test, it is equally clear that substantial impact is established because the "wisdom" of the Commission's policy is sufficiently questionable "to make the hearing process a meaningful and important requirement." The policy, being applied to the Sasser campaign, is not so clearly required by the statute as to permit enforcement before completion of the section 4 procedures. Having complied with section 4 when it adopted Part 114.9(e), the Commission may not now assert that such compliance was unnecessary to make an identical policy effective. The fact that the Commission characterizes its rule as an interpretative rule or as a policy statement does not alter the fact that it has substantial impact on the Sasser campaign. As the court stated in Weinberger, supra at 327, "the court need not accept the label the agency puts on the regulation."

Other courts have also applied the substantial impact test to distinguish an agency's interpretive rules or policy statements from those rules which must comply with the procedures of section 4 of the APA. In Pickus v. United States Board of Parole, 507 F. 2d 1107, 1112 (D.C. Cir. 1974),

the court rejected the Parole Board's claim that its rules setting out parole procedures were general statements of policy not subject to section 4. In holding for the plaintiff, the court stated that "agency action cannot be a general statement of policy if it substantially affects the rights of persons subject to agency regulations." In Pharmaceutical Manufacturers Association v. Finch, 307 F. Supp. 858, 863 (D. Del. 1970), the court enjoined HEW from applying rules defining substantial evidence in certain FDA proceedings. According to the court, "[s]ection 4 should be complied with whenever an administrative agency takes new regulatory action of general importance to the regulated industry and to the public." Id. at 863. See also, Lewis-Mota v. Secretary of Labor, 469 F.2d 478 (2d Cir. 1972) and National Motor Freight Traffic Ass'n v. United States, 268 F. Supp. 90 (D.D.C. 1967), aff'd 393 U.S. 18 (1968).

The Commission policy, at issue in this proceeding, meets the substantial impact test in that the Commission is applying an interpretation of the statute never required before and seeks the admission of a violation and the payment of a penalty. If the Commission sought to do this directly by applying Part 114.9(e), it would fail because the flights at issue occurred before the section 4 requirements had been fulfilled. The Commission, however, may not achieve the same result, while ignoring the requirements of the APA, by calling the standard applied an interpretive rule or a policy state-

ment. Consequently, the Commission's finding of reasonable cause to believe that the airplane rentals violated the Act is unenforceable and should be withdrawn.

The Sasser Campaign Paid More Than The First Class Airfare Or The Usual Commercial Charter Rate For The Airplanes Still Subject To This Proceeding

As a matter of law, the Commission is barred from applying a policy based upon Part 114.9(e) to the Sasser campaign. However, if the policy were applied, the Sasser campaign would meet the test in that it paid more than the first class airfare or the usual commercial charter rate for the flights that were taken.

In order to demonstrate this, it is necessary to calculate the full costs related to the use of airplanes by the Sasser campaign. Had the campaign utilized only commercial airline service or commercial charter service, one fee would have been paid (either for the purchase of tickets or for charter hire) in return for which the campaign would have received a fueled and piloted airplane. When the Sasser campaign rented private airplanes, however, it never received the equivalent from the companies that provided the airplane. Instead, it was required in some cases to purchase fuel separately and often to obtain an independent pilot. These expenses were not included in the rental fees reported to the Commission in the memorandum of May 10. Yet, only by including these costs, may a fair comparison be made between

the costs of airplanes utilized by Senator Sasser and the first class airfare or the usual commercial charter rate.

The first company still under investigation is Pierce Ditching Company. Senator Sasser utilized this company's airplane on only one occasion; on May 14, 1976, accompanied by one member of the campaign staff, the Senator flew from Tri-Cities to Chattanooga. The cost of commercial air service at the first class rate^{*/} at that time was \$44 per person. This rate is quoted in the Official Airline Guide, dated June 1, 1976, and a copy of the appropriate page is enclosed in Exhibit A. Pierce Ditching Company was paid \$98 for this flight, and the pilot was reimbursed \$50. Therefore, the total cost at the first class rate for this flight was \$88 which was less than the Sasser campaign paid. Consequently, even under the Commission's standard, no violation of section 441b occurred by reason of this flight. The Commission, therefore, should terminate its investigation with respect to Pierce Ditching Company.

The second company still under investigation is Aviation Group Associates Inc. ("AGA"). The Sasser campaign utilized this company's airplane for a total of 39.7 hours during the primary campaign. The AGA airplane was a 1964 Beach Baron B55, and AGA required the Sasser campaign to pay \$65 per hour for the airplane including fuel. The

^{*/} The first class rate is the highest available rate.

Sasser campaign hired an independent commercial pilot and paid him \$75 per day.

Attached to this memorandum as Exhibit B is an analysis of each of the flights taken on the AGA airplane. The analysis was compiled from the AGA flight log, a copy of which is in the Commission's file. The analysis calculates the charges paid by the Sasser campaign for each flight by multiplying \$65 per hour times the length of the flight and by adding \$75 per day for each day that a pilot's services were required. The cost of each flight was also calculated on the basis of either the first class airfare, where available, or the usual commercial charter rate. The first class airfare is shown on a one passenger basis and on a two passenger basis.^{*/} Sometimes during the primary campaign, Senator Sasser flew alone and was met upon arrival, sometimes the Senator or Mrs. Sasser was accompanied by one staff member. Rarely, if ever, were either one accompanied by more than one other person in airplane flights during the primary.

Although we have searched for documentary records of who was on each flight, we have been unsuccessful. Senator and Mrs. Sasser's schedules do not normally state whether staff members accompanied them, and the company flight logs, to the extent that they exist, do not contain such information. As

*/ The first class airfare is quoted from the Official Airline Guide, dated June 1, 1976. Copies of appropriate pages are enclosed in Exhibit A.

a result, in making this claim, we rely upon the statements of the candidate and the campaign staff. Even if there were a few flights on which more than one person accompanied the candidate or his wife, this analysis would probably not be significantly altered. First, if additional persons flew on flights analyzed on the basis of the usual commercial charter rate, no change in analysis results because the charter rate is not based on the number of people flying. Second, if additional persons flew on flights analyzed on the basis of commercial airline service, the incremental charges are so small that, while the numbers would change, the conclusions stated below would probably remain the same.

Some of the entries in the AGA log do not list the cities called upon. In such cases, and in the cases where there is no commercial airline service, the usual commercial charter rate is utilized. We have selected a rate of \$100 per hour and have enclosed in Exhibit C examples supporting this rate as the usual commercial rate.^{*/} One letter is from Colemill Enterprises Inc. ("Colemill"), a commercial charter operator which chartered a 1974 Beach Baron 58, among other airplanes, to the Sasser campaign at a rate of \$100 per hour. Because the Baron 58 was a newer, more expensive airplane

^{*/} The examples provided in Exhibit C cite a range of rates for aircraft comparable to the aircraft utilized by Senator Sasser. Not surprisingly, the rates quoted range above and below the rate of \$100 per hour which was selected as a reasonable commercial charter rate.

than AGA's Baron B55, it is reasonable to assume that \$100 per hour is the usual commercial charter rate for the AGA airplane.^{*/}

On the basis of this analysis, it is clear that the Sasser campaign paid substantially more to AGA than it would have paid had it utilized commercial airline service and commercial charter service. In the one passenger analysis, the Sasser campaign exceeded the Commission's standard by \$1008.50; in the two passenger analysis, the Commission's standard was exceeded by \$301.50. Therefore, it is clear that the Sasser campaign did not violate section 441b by reason of its use of the AGA aircraft, and the Commission should terminate its investigation with respect to this company.

The third company still under investigation is J.T. Dugger Inc. ("Dugger"), which rented the Sasser campaign a 1970 Cessna 401 at the rate of \$40 per hour. The

^{*/} The access of the Sasser campaign to the AGA airplane was comparable with its access to Colemill's airplanes. In both cases, the campaign could schedule use of the airplane on a firm basis in advance of actual needs. Actually, the campaign probably had better access to the Colemill airplanes because three airplanes were made available to the campaign in comparison with only one AGA airplane. Because the AGA airplane was used for purposes other than the campaign, as demonstrated by its flight log, the likely availability of the Colemill airplanes was greater. For example, the AGA log shows that the airplane was utilized for non-campaign purposes from July 28 through July 30. On those days, the Sasser campaign utilized either the Dugger or Colemill airplane.

campaign was required to purchase fuel and to obtain an independent pilot. An analysis similar to the one performed for AGA cannot be performed for the Dugger airplane because a flight log was not maintained by the pilot or the company. Although the amount paid for the airplane alone was stated on the Dugger bill, the amount paid for fuel and pilot services had to be calculated by allocating fuel and pilot bills received by the campaign to the Dugger airplane.

Dugger calculated the charge to the Sasser campaign by multiplying the rate of \$40 per hour times the number of hours flown during the period that the airplane was under the control of the campaign. Based upon the Dugger bill, the airplane was in the campaign's control from July 14, 1976 through July 30, 1976, and it was flown a total of 20.1 hours for a total cost of \$804.

To calculate the fuel costs associated with this use, we reviewed the airplane fuel bills for the period July 14 through July 30 that were paid by the campaign. Because the Sasser campaign did not directly purchase fuel for any other airplane utilized during the primary with the possible exception of the Cambell Aero Service airplane, which was not utilized after May 13, 1976, all fuel purchased during this period was allocated to the Dugger airplane. Three entries for airplane fuel appear on the campaign's summary

of expenses in the Commission's possession, and these enteries total \$665.16.^{*/}

The Dugger airplane was always flown by a private pilot at the cost of \$75 per day. To calculate the pilot charges associated with the Dugger airplane, it was necessary to reconstruct when the Senator and Mrs. Sasser utilized this airplane. To prepare a schedule of use we utilized their daily schedules during the period July 14 through July 30 and listed the airplane flights noted.^{**/}

In addition, we also utilized the fuel receipts applicable to the Dugger airplane. The airplane was typically

^{*/} Although the statement date for these fuel expenses extends beyond the period in which the Dugger airplane was utilized, it is reasonable to allocate all of these expenses to the Dugger airplane. The campaign submitted to the Commission copies of credit card fuel receipts in its possession. A review of these receipts demonstrates that thirteen receipts contain either the notation "Dugger" or the Dugger airplane's registration number (7921Q), and that these receipts total \$492.88. (Compare the airplane registration number on the fuel receipt with the airplane registration number on the Dugger bill to the campaign.) Because this amount is far more than the fuel statements that are listed in the campaign's summary of expenses during the July 14 through 30 period, and because it is likely that some fuel receipts have been lost, it is reasonable to allocate the \$665.16 bill for fuel to the Dugger airplane.

^{**/} The Commission has in its possession daily schedules prepared during the campaign for the candidate and his wife, and they indicate when flights occurred and to where. The schedules do not indicate which company's airplane was utilized; therefore, we referred to the flight logs or bills for other airplanes utilized during this period, and we deleted those flights which appeared on Senator and Mrs. Sasser's schedules but were obviously flown on other airplanes.

fueled on the day that it was used. Sometimes it was fueled more than once, and, for example, there are several fuel receipts dated July 14. We utilized these receipts to confirm the flights listed in Senator and Mrs. Sasser's schedule and to determine whether flights occurred on days for which schedules are missing. ^{*}/

The schedule of use for the Dugger airplane is attached as Exhibit D. According to the schedule, the Dugger airplane was utilized on 11 days during the period that the Sasser campaign had control of it. Because pilot services were charged at \$75 per day, this indicates that \$825 was spent for pilot services during this period.

The total airplane, fuel and pilot costs allocable to the Dugger airplane, therefore, are as follows:

Airplane	\$ 804.00
Fuel	665.16
Pilot	825.00
	<u>\$ 2294.16</u>

^{*}/ These receipts were signed by either Senator Sasser or Russ Hancock, the pilot employed to fly the airplane. It is unlikely that Senator Sasser would have been available to sign a receipt other than when he was flying. In addition, the pilot also would probably have been unavailable except when flights occurred. Thus, these receipts are strong evidence that flights occurred on the day that the receipts were signed. Not all the fuel receipts were utilized in this way, however, because the date was not legible on some receipts.

By dividing this amount by the number of hours that the Dugger airplane was flown as shown on the bill (20.1 hours), it may be determined that the Sasser campaign paid \$114.13 per hour for the use of this airplane.

The letter from Colemill enclosed in Exhibit C, indicates that it rented a 1968 Navajo to the Sasser campaign at a rate of \$100 per hour and that this airplane was considered comparable to the Dugger airplane which was a 401 Cessna.^{*/} The Colemill letter further states that a rate of \$106 an hour would be commercially reasonable for the Cessna 401. Because the Sasser campaign paid \$114 per hour for this airplane, a rate higher than either rate cited by Colemill, it is clear that the Sasser campaign paid more than the usual charter rate for this airplane. Consequently, the use of the Dugger airplane did not violate section 441b, and the Commission should terminate its investigation with respect to this company.

An analysis similar to the analysis performed for AGA may be performed with respect to Airplane Services Inc.

^{*/} The Sasser campaign's access to the Dugger airplane was not significantly different than its access to the Colemill airplane. Although the Dugger airplane was provided for approximately two weeks to the campaign, it was not always available during this period as demonstrated by the flights on other aircraft. Because the campaign had no significant difficulty in obtaining Colemill airplanes throughout the campaign, access may be considered comparable.

("Airplane Services"), the last company still under investigation. Airplane Services usually provided a 1973 Cessna 340, a twin engine airplane capable of carrying six people which is similar in size to a Beach Baron but smaller than a Cessna 401 or a Navajo. On occasion, Airplane Services utilized a Mooney Executive instead of the Cessna 340, which is a single engine airplane with four seats and is much smaller than any of the other airplanes utilized by the Sasser campaign. Because a flight log was maintained, it is possible to construct a schedule for flights and to compare the amount paid by Senator Sasser with the amount that would have been paid had commercial airline service or the usual commercial charter service been utilized.

The Sasser campaign paid Airplane Services \$35 per hour plus the cost of fuel. Based upon the fuel costs listed on the bills provided by Airplane Services, the Sasser campaign paid an average of \$51 per hour for fuel. As a result, the Airplane Services airplane cost the Sasser campaign \$86 per hour whether the Cessna or the Mooney was utilized.

The first class airfare was calculated using the same method utilized for Pierce Ditching and AGA.^{*/} The usual commercial charter rate was calculated at the rate of \$100

*/ Appropriate pages from the Official Airline Guide, dated June 1, 1976, are enclosed in Exhibit A.

per hour. This is the rate charged by Colemill for the Navajo and the Beach Baron rented to the Sasser campaign. The Navajo was older and larger than the Cessna 340, and the Beach Baron was somewhat newer and the same size as the Cessna 340.^{*/} Therefore, these airplanes may fairly be considered comparable airplanes for purposes of calculating the usual commercial charter rate. Because we are not able to determine from Airplane Services' flight logs on which flights the Mooney was used, all calculations are based on the Cessna. Of course, the usual commercial charter rate for the much smaller Mooney would be substantially less than the Cessna. Therefore, the following analysis may utilize a commercial charter rate somewhat higher than should actually be applied.

Another factor, which must be considered and which made the Colemill aircraft substantially superior to the Airplane Services aircraft, was the limited access which the Sasser campaign had to the Airplane Services aircraft in comparison to its access to the Colemill aircraft. Although the campaign could reserve the Colemill aircraft in advance and never had any difficulty in obtaining them, the campaign could

^{*/} Enclosed in Exhibit C are two quotations for airplanes similar to the Colemill Beach Baron, one at \$96 per hour and another at \$107 per hour. The similarity of these quotations to the Colemill quotation further supports the utilization of \$100 per hour as the usual commercial charter rate.

only utilize the Airplane Services airplane when it, and its pilot, Carl Spray, were not otherwise occupied. Thus, the campaign always risked having to change its plans because of the unavailability of the Airplane Services airplane.

This difference in access suggests that a charter rate of \$86 per hour for the Airplane Services airplane may be considered the usual charter rate. Although this rate is lower than the rate charged by Colemill, or the other companies chartering similar aircraft, Airplane Services was the only company that provided only limited access. The Sasser campaign, however, was willing to accept the risk of being cancelled in order to have this lower rate. As a result, the usual charter rate utilized in the following analysis (\$100 per hour) may actually be larger than the rate that should be utilized.

The analysis of the Airplane Services' flight log is set out in detail in Exhibit E, which contains a schedule of Airplane Services' flights. On a one passenger basis, the Sasser campaign paid \$545.80 more than it would have paid had it utilized commercial airline service or commercial charter service. On a two passenger basis, the Sasser campaign paid \$21.70 less for the Airplane Service's airplane than for commercial airline or charter service. This deficit under the two passenger analysis is so slight (approximately 1/10 of 1 percent of what was paid to Airplane Services) that the

Commission may not reasonably deem this amount to be a prohibited contribution. As a result, the use of the Airplane Services airplane did not violate section 441b, and the Commission should terminate its investigation with respect to this company.^{*/}

It Is Particularly Unfair For The Commission To Apply A Policy Based On Part 114.9(e) To The Airplane Services Airplane

Although the rate charged for the Airplane Services' airplane was sufficient to demonstrate that no violation of section 441b occurred, it is particularly unfair for the Commission to apply a standard based on Part 114.9(e) to this company. Part 114.9(e) applies only to "an airplane which is owned or leased by a corporation . . . other than a corporation . . . licenced to offer commercial services for travel . . ." (emphasis added). As pointed out in the

^{*/} During the course of our preparation of Exhibit E, we discovered that Airplane Services had inadvertently neglected to bill the Sasser campaign for one round trip flight of approximately 4 hours between Nashville and Union City occurring on July 17, 1976. Through conversations with Airplane Services, we have confirmed that this was the only flight that was not billed. Because only one flight was involved, the Sasser campaign was unaware of the discrepancy that resulted in the bill that it received. Upon discovering this error, we requested that Airplane Services bill the campaign for this flight at the rate of \$100 per hour because no commercial airline service is available between Nashville and Union City. Although we believe that it would be proper to charge this flight at the \$86 rate, we chose to utilize the \$100 rate in order to avoid minor revisions in Schedule E. As a result, this additional flight does not affect the analysis of whether the amount paid to Airplane Services on a flight-by-flight basis was commercially reasonable.

memorandum dated May 10, the Airplane Services airplane is licenced under Part 135 of the regulations of the Federal Aviation Administration, which govern the operation of commercial charter services. As a result, Airplane Services is a corporation "licenced to offer commercial services" and, therefore, Part 114.9(e) does not apply to it.

Because Part 114.9(e) does not apply, the Commission cannot reasonably require that Airplane Services charge a rate equal to the first class airfare or the usual commercial charter rate. Instead, the Commission should determine whether Airplane Services provided its services to the Sasser campaign on the same basis that it provided such services to non-political users. If it did not provide a lower rate to the Sasser campaign, then its service may not be deemed a prohibited corporate contribution. Based upon the memorandum of May 10, Airplane Services charged the Sasser campaign the same rate charged non-political users. As pointed out earlier, the Commission apparently applied the same analysis to terminate its investigation of Colemill, which, like Airplane Services, is a company "licenced to offer commercial service" and, therefore, not subject to Part 114.9(e).

The Commission Should Terminate Its Investigation In
This Matter

We believe that this memorandum, in conjunction with the memorandum dated May 10, provides an adequate basis for

the Commission to terminate its investigation without a finding of a probable violation. Although the airplane rental charges, standing alone, appear to be inordinately small, this impression disappears when the fuel and pilot charges are added in as additional costs. Thus, the Sasser campaign did not pay less for air service than it would have paid had it used commercial airline and charter service.

In addition, the standard the Commission seeks to apply here is based upon a regulation which was adopted after the flights at issue occurred. It is manifestly unfair to apply this standard to the Sasser campaign, and the failure to comply with the APA casts substantial doubt upon the tenability of the Commission's legal position. The decisions previously discussed demonstrate that the courts will not permit an agency to retroactively enforce a regulation if the result is manifestly unfair nor to circumvent the requirements of section 4 by calling a rule having a substantial impact, a "policy" or an "interpretation." Consequently, both on the facts and the law the Commission has failed to establish a violation. According to Baddia J. Rashid, former Antitrust Division Director of Operations, Department of Justice, these factors in an antitrust case would result in a dismissal by the Department rather than a continued effort to obtain a consent decree:

"Of course, if we think that the facts or the law subsequently indicate that we were clearly wrong in our assumption of a violation, we should be prepared to dismiss the case rather than negotiate a decree to hide an error" Trade Reg. Rep. (CCH), ¶50,137(1972).

We can only assume that the Justice Department's rationale must apply equally to the Commission and that on this basis the Commission will terminate this proceeding with a finding of no violation.

Even If The Commission Does Not Terminate This Investigation It Should Not Insist On The Admission Of A Violation In The Conciliation Agreement

If the Commission continues to pursue a conciliation agreement, we believe that the agreement should not include an admission of a violation. Such relief is inappropriate in this proceeding and is contrary to the policy of other Federal agencies that utilize a voluntary consent decree procedure.

An admission of a violation is not appropriate because the Commission's investigation has not established a convincing case. In such circumstances, according to Baddia Rashid, the Government must be prepared to compromise:

"There are, however, three situations in which the Government may substantively compromise on consent decree relief: first, where the legal theory under which the complaint was brought, while still tenable, is no longer as convincing as it was at the time of

filing; secondly, where, after extensive discovery it appears that the problems of proof of critical facts may be more difficult than we anticipated at the time of filing; and thirdly, where the expense of litigation would far outweigh the benefits to be obtained by minor increments in the relief already offered." Trade Reg. Rep. (CCH) ¶50137 (1972).

The memoranda supplied on behalf of Senator Sasser raise serious questions concerning the tenability of the Commission's legal theory and refute the factual basis of the complaint. As the staff is aware, the documentary evidence concerning airplane service is somewhat fragmentary; however, the extant materials support the conclusion that the parties did not intend to make or receive a corporate contribution and that none, in fact, has been received. Finally, little will be gained by an admission of violation in this case because the legal principle which the Commission asserts is already established for the future in its promulgated regulations.

On the other hand, if the Commission insists upon an admission of violation, it is highly unlikely that Senator Sasser would agree to sign a conciliation agreement. First, and most importantly, Senator Sasser is convinced that the rental of these aircraft did not violate the campaign laws in effect at the time of his campaign. He strongly believes that he should not be held to a standard which did not become

effective until April 13, 1977. Second, an admission of violation might seriously harm the Senator's political career. In view of the Commission's failure to discover any evidence of serious violations, the incurrence of the substantial costs of litigation would be preferable to an admission of violation. Because the Commission has so little to gain from an admission, it should compromise on this issue.

An admission of a violation is also inappropriate because other Federal agencies, using the consent decree procedure, do not insist on such admissions, except in very limited circumstances. We have surveyed the Food and Drug Administration, the Securities and Exchange Commission, the Internal Revenue Service, the Federal Power Commission, the Federal Communications Commission, the Interstate Commerce Commission, the Federal Trade Commission, the Equal Employment Opportunity Commission, and the Antitrust Division of the Department of Justice, and we find that none of these agencies have a policy of requiring admissions of violation with the exception of the Department of Justice which routinely requires such admissions in criminal proceedings but not in civil proceedings. Most agencies treat this matter on a case-by-case basis and rarely, if ever, insist on such admissions. For example, in a report accompanying the Antitrust Practices and Penalties Act, the Committee on the Judiciary of the House of Representatives concluded that,

"Ordinarily, defendants do not admit to having violated the antitrust or other laws alleged as violated in complaints that are settled." H.R. Rep. No. 93-1463, 93d Cong. 2d Sess., U.S. Code Cong. & Admin. News 6535, 6537 (1974).

We have been informed that the Commission has a policy of requiring admissions of violations in all conciliation agreements. We doubt that the Commission actually has a policy of requiring such admissions, or that, if such policy exists, it is so venerable as to demand inflexible adherence. Only 29 conciliation agreements have been executed, and of these, 25 relate to the Shapp for President campaign. Although the Shapp agreements do contain admissions, all relate to the same practice in which the campaign, through fraud, obtained individual contributions to qualify for matching funds. These violations are far more serious than the violation alleged to have occurred in the Sasser campaign.

Of the remaining four agreements, two contain admissions and two contain explicit clauses denying that the conciliation agreement admits a violation of law. The conciliation agreement in the matter of Congressman Jerry Litton contains a provision which Senator Sasser would find acceptable as a basis for discussion:

"This agreement is entered into after conference and conciliation with Congressman Litton's representatives who cooperated fully with the FEC staff. The agreement shall in no manner be construed as an admission by Congressman Litton that he has violated any provision of the Federal election laws."

In view of the few matters in which the Commission has successfully negotiated conciliation agreements and the varying provisions of these agreements, we believe that the Commission should not feel bound by prior proceedings. The memoranda supplied to the Commission provide substantial reasons for compromising on the issue of admissions in this proceeding. In assessing them, the Commission should not forget that its decision could irreparably damage the career of Senator Sasser. A penalty of this magnitude should not be demanded where the nature of the alleged violation is so insignificant and the evidence that it occurred so slight.

CONCLUSION

It is requested that the Commission terminate its investigation of Senator Sasser and the Sasser for Senate Committee and conclude that no violation occurred with respect to airplane services provided during the primary campaign. In the event, that some further action is considered, it is requested that the draft conciliation agreement be revised to state explicitly that it does not constitute an admission of violation by Senator Sasser or the Sasser for Senate Committee.

Respectfully submitted,


Michael A. Nemeroff
Sidley & Austin
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

DATED: August 17, 1977

7 8 0 4 0 0 8 4 9 0 9

To MEMPHIS, TENN.

Table with columns for flight details (From, To, Airline, Class, etc.) and flight status (On-time, Delayed, etc.). Includes sub-sections for 'MEMPHIS, TENN.' and 'MEMPHIS, TENN. CONT.'.

Table with columns for flight details and flight status. Includes sub-sections for 'MEMPHIS, TENN. CONT.' and 'MEMPHIS, TENN. CONT.'.

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To MEMPHIS, TENN.

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To MEMPHIS, TENN.

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Table with columns for flight numbers, times, and destinations. Includes entries for NEW ORLEANS, IA, and CHATTANOOGA, TENN.

Table with columns for flight numbers, times, and destinations. Includes entries for NEW YORK, N.Y. and PHILADELPHIA, PA.

Table with columns for flight numbers, times, and destinations. Includes entries for PHILADELPHIA, PA and WASHINGTON, D.C.

Table with columns for flight numbers, times, and destinations. Includes entries for WASHINGTON, D.C. and TAMPA, FLA.

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Table with columns for flight numbers, times, and destinations. Includes entries for WASHINGTON, D.C. and TAMPA, FLA.

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79713044815

AVIATION GROUP ASSOCIATES INC.

		<u>One Passenger</u>	<u>Two Passengers</u>
4/29/76	Nashville - Knoxville - Nashville Sasser was charged (1.7 hours):	\$ 185.50 ^{*/}	\$ 185.50
	Commercial airline service:	80.00 ^{**/}	160.00
		<u>\$ 105.50</u>	<u>\$ 25.50</u>
5/14/76	Nashville - Tri-Cities - Nashville Sasser was charged (2.5 hours):	\$ 237.50	\$ 237.50
	Commercial airline service:	100.00	200.00
		<u>\$ 137.50</u>	<u>\$ 37.50</u>
5/30/76	Nashville - Memphis - Nashville Sasser was charged (2.0 hours):	\$ 205.00	\$ 205.00
	Commercial airline service:	100.00	200.00
		<u>\$ 105.00</u>	<u>\$ 5.00</u>
5/31/76	Nashville - Knoxville - Nashville Sasser was charged (2.4 hours):	\$ 231.00	\$ 231.00
	Commercial airline service:	80.00	160.00
		<u>\$ 151.00</u>	<u>\$ 71.00</u>
6/5/76, 6/6/76, 6/8/76	Nashville - various - Nashville Sasser was charged (8.2 hours):	\$ 758.00	\$ 758.00
	Commercial charter rate:	820.00 ^{***/}	820.00
		<u>(\$ 52.00)</u>	<u>(\$ 52.00)</u>

*/ Amount always includes \$75 per day for the cost of the pilot.

**/ First class commercial airline rates were taken from the Official Airline Guide, dated June 1, 1976. For flights without class, the highest available rate was deemed the first class rate.

***/ The commercial charter rate was \$100 per hour. This rate does not vary regardless of the number of persons transported.

78040014816

7901014317

		<u>One Passenger</u>	<u>Two Passengers</u>
6/6/76	Nashville - Jackson - Nashville Sasser was charged (1.5 hours):	\$ 172.50	\$ 172.50
	Commercial airline service:	<u>70.00</u>	<u>140.00</u>
		\$ 102.50	\$ 32.50
6/13/76	Nashville - Memphis - Nashville Sasser was charged (2 hours):	\$ 205.00	\$ 205.00
	Commercial airline service:	<u>100.00</u>	<u>200.00</u>
		\$ 105.00	\$ 5.00
6/20/76- 6/21/76	Nashville - Jackson - Dickson - Jackson - Nashville Sasser was charged (3 hours):	\$ 345.00	\$ 345.00
	Commercial airline service:	<u>220.00</u> ^{*/}	<u>290.00</u> ^{*/}
		\$ 125.00	\$ 55.00
6/24/76- 6/25/76	Nashville - Knoxville - Chattanooga - Nashville Sasser was charged (1.6 hours):	\$ 254.00	\$ 254.00
	Commercial airline service:	<u>107.00</u>	<u>214.00</u>
		\$ 147.00	\$ 40.00
6/26/76- 6/28/76	Nashville - various - Nashville Sasser was charged (8 hours):	\$ 745.00	\$ 745.00
	Commercial charter rate:	<u>800.00</u>	<u>800.00</u>
		(\$ 55.00)	(\$ 55.00)

*/ This figure was calculated as follows: Because there is no commercial air service between Jackson and Dickson, we multiplied the usual commercial charter rate of \$100 per hour times 1.5 hours for a total of \$150 and added the \$70 commercial airline charge for a roundtrip between Nashville and Jackson (\$140 on the two passenger basis). The 1.5 hours Jackson - Dickson - Jackson flying time was calculated by subtracting 1.5 hours for flying time for Nashville-Jackson from 3 hours flying time for the total trip. See flight on 6/6/76.

		<u>One Passenger</u>	<u>Two Passengers</u>
7/8/76 -	Nashville - various - Nashville		
7/10/76	Sasser paid (5.2 hours):	\$ 563.00	\$ 563.00
	Commercial charter rate:	<u>520.00</u>	<u>520.00</u>
		\$ 43.00	\$ 43.00
7/15/76-	Nashville - various - Nashville		
7/16/76	Sasser was charged (1.6 hours):	\$ 254.00	\$ 254.00
	Commercial charter rate:	<u>160.00</u>	<u>160.00</u>
		<u>\$ 94.00</u>	<u>\$ 94.00</u>
	NET TOTAL	\$1008.50	\$ 301.50

CONCLUSION:

On a one passenger basis, the Sasser for Senate Committee paid \$1008.50 more for the use of the Aircraft Group Associates airplane than it would have been paid had the Committee utilized commercial airline and charter service. On a two passenger basis, the Sasser for Senate Committee paid \$301.50 more for the use of the Aircraft Group Associates airplane than for commercial airline and charter service.

33717744819

COLEMILL ENTERPRISES, INC.

CORNELIA FORT AIR PARK

P.O. Box 60627

Nashville, Tennessee 37206

615-262-0456

July 18, 1977

Michael A. Nemeroff
Sidley & Austin
1730 Pennsylvania Avenue, N. W.
Washington, D. C. 20006

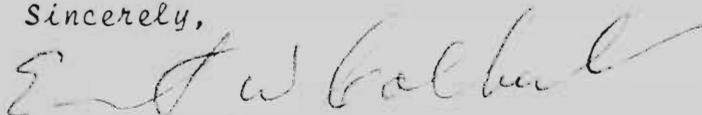
Dear Mr. Nemeroff:

We provided airplane service to the Sasser for Senate Committee at the rate of \$100 per hour, including fuel and pilot services. The aircraft that we utilized were either a 1974 Beech Baron 58, 1974 Cessna 310 or a 1968 Navajo.

You have asked me whether it would be commercially reasonable to rent a 1964 Beech Baron B55 at a cost of \$102 per hour or a 1970 Cessna 401 at \$106 per hour. Of course, the Beech Baron is similar to, but older and less expensive than, one of the airplanes that I rented to Seantor Sasser. As a result, it would have required a smaller investment to own and, therefore, a rate of \$102 per hour was commercially reasonable. I provided my Beech Baron, a more expensive airplane, at a lesser rate.

A new Cessna 401 is a somewhat larger and more expensive airplane than either my Beech Baron or the Cessna 310: it is very similar, however, to a Navajo. Because a 1970 model Cessna 401 is substantially older than either, much of the difference in investment cost would disappear and it is probably of comparable value. While the Cessna 401 is a little more expensive to operate than the 310 or Baron, it is similar to the Navajo. Therefore, I believe that the rate of \$106 per hour for a 1970 Cessna 401 is a commercially reasonable rate.

Sincerely,



Ernest W. Colbert

EWC/eej

CENTRAL AIR TRANSPORT INC.

Although we were unable to obtain a letter from the company, Aubrey Gregory has received an oral quotation from Dwayne Jeffrey, President of Central Air Transport Inc., Nashville, Tennessee for the rental of a Piper Aztec, an airplane comparable to AGA's Beach Baron, at the rate of 60 cents per mile, including fuel and pilot. According to Gregory, a reasonable cruising speed for this aircraft is 160 MPH. As a result, the rate of 60 cents per mile is equivalent to an hourly charge of \$96 per hour, which is less than the \$100 per hour which we have utilized as the usual commercial rate.



SOUTHLAND



P.O. Box 30083

Memphis International Airport, Memphis, TN 38130

Phone (901) 396-1240

August 4, 1977

Mr. Carl Spray
P.O. Box 157A Route 1
Winchester, Tennessee 37398

Dear Mr. Spray,

Concerning your inquiry about hourly rates on our Beechcraft Baron for the twenty hour block of time, the charge would be at the rate of \$ 95.00 per flight hour.

I hope this information is sufficient and I look forward to hearing from you.

Respectfully,

J.P. Mc Cormick
Director of Operations
Southland Flyers Inc.

JPM/bh

149322



SOUTHLAND FLYERS INC.

The quotation from Southland Flyers Inc. of \$95 per hour includes the cost of fuel but not pilot. Southland informed Carl Spray, however, that a pilot could be made available at the rate of \$12 per hour for a total cost of \$107 per flight hour. This rate is slightly higher but comparable to the rates offered by Colemill and Central Air Transport Inc. Therefore, we believe that utilization of \$100 per hour as the usual charter rate is justifiable.

100-14023



AVIATION SERVICES CORPORATION

July 8, 1977

Aubrey Gregory
P.O. Box 491
Madison, Tenn. 37115

Dear Mr. Gregory:

You have inquired about the commercial prices that we would have charged during the summer of 1976 about an airplane comparable to a 1964 Beech Baron.

In evaluating your initial purchase price, and after figuring engine reserve, maintenance, and a reasonable profit, we could have leased a comparable airplane for \$65 per hour including fuel at the time you were leasing the airplane to Senator Jim Sasser.

Sincerely,

John J. Brannon
President

JJB;jb



J. T. DUGGER INC.

<u>FLIGHT ON DUGGER AIRPLANE</u>	<u>DATE</u>	<u>EXPLANATION</u>
X	July 14	Fuel receipts dated July 14. Senator Sasser's schedule missing, Mrs. Sasser's schedule does not indicate flights.
	July 15	No fuel receipt. Senator Sasser's schedule missing. Mrs. Sasser's schedules does not indicate flights.
X	July 16	Fuel receipt dated July 16. Senator Sasser's schedule indicates flights*/ , Mrs. Sasser schedule does not indicate flights.
	July 17	No fuel receipts. Senator Sasser's schedules missing, Mrs. Sasser's schedules does not indicate flights.
	July 18	No fuel receipts. Senator Sasser's schedules missing, Mrs. Sasser's schedules does not indicate flights.
X	July 19	No fuel receipts. Senator Sasser's schedule indicates flights, Mrs. Sasser's schedule missing.
X	July 20	Fuel receipt dated July 20. Senator Sasser's schedule indicates flights. Mrs. Sasser's schedule does not indicate flights.

*/ These flights are listed in the Aviation Group Associates
flight logs.

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FLIGHT ON
DUGGER
AIRPLANE

DATE

EXPLANATION

X	July 21	No fuel receipt. Senator Sasser's schedules indicates flights. Mrs. Sasser's schedule does not indicate flights.
X	July 22	No fuel receipt. Senator Sasser's schedule indicates flights. Mrs. Sasser's schedule does not indicate flights.
X	July 23	No fuel receipt. Senator Sasser's schedule missing, Mrs. Sasser's schedule indicates flights.
X	July 24	Fuel receipt dated July 24. Senator Sasser's schedule does not indicate flights. Mrs. Sasser's schedule indicates flights.
	July 25	No fuel receipt. Senator Sasser's schedules does not indicate flights. Mrs. Sasser's schedule does not indicate flights.
X	July 26	Fuel receipt dated July 26. Senator Sasser's schedule indicates flights. Mrs. Sasser's schedule does not indicate flights.
X	July 27	No fuel receipt. Senator Sasser's schedule indicates flights. Mrs. Sasser's schedule indicates commercial airline flight.
	July 28	No fuel receipt. Senator Sasser's schedule indicates flights.* / Mrs. Sasser's schedule does not indicate flights.

* / Flight listed on Colemill Enterprises Inc. bill.

FLIGHT ON
DUGGER
AIRPLANE

DATE

EXPLANATION

X

July 29

Fuel receipt dated July 29.
Senator Sasser's schedule is
missing, Mrs. Sasser's schedule
indicates flight.

July 30

No fuel bill.
Senator Sasser's schedule indicates
flight.* / Mrs. Sasser's schedule
indicates commercial airline flight.

Conclusion:

This analysis results in the conclusion that the
Sasser campaign utilized the Dugger airplane on 11 days and
that, at \$75 per day, the cost of pilot services was \$825.

* / Flight listed on Colemill Enterprises, Inc. bill.



AIRPLANE SERVICES INC.

		<u>One Passenger</u>	<u>Two Passengers</u>
7/2/76	Chattanooga - Nashville Sasser was charged (1.5 hours):	\$ 129.00 ^{*/}	\$ 129.00
	Commercial airline service:	32.00 ^{**/}	64.00
		\$ 97.00	\$ 65.00
7/5/76	Nashville - Athens Sasser was charged (1.6 hours):	\$ 137.60	\$ 137.60
	Commercial charter rate:	160.00 ^{***/}	160.00
		(\$ 22.40)	(\$ 22.40)
7/7/76	Tullahoma - Nashville Sasser was charged (.9 hours):	\$ 77.40	\$ 77.40
	Commercial charter rate:	90.00	90.00
		(\$ 12.60)	(\$ 12.60)
7/13/76	Shelbyville - Savannah (Tenn) - Lexington - Paris Sasser was charged (2.3 hours):	\$ 197.80	\$ 197.80
	Commercial charter rate:	230.00	230.00
		(\$ 32.20)	(\$ 32.20)
7/18/76	Nashville - Memphis - Nashville Sasser was charged (2 hours):	\$ 172.00	\$ 172.00
	Commercial airline service: (highest available charge)	100.00	200.00
		\$ 72.00	(\$ 28.00)

*/ Airplane Services Inc. charged the Sasser campaign \$35 per hour plus the cost of fuel. The average cost of the fuel charges was \$51 per hour.

**/ First class commercial airline rates were taken from the Official Airline Guide, dated June 1, 1976. For flights without class, the highest available rate was deemed the first class rate.

***/ The commercial charter rate was \$100 per hour. This rate does not vary regardless of the number of persons transported.

		<u>One Passenger</u>	<u>Two Passengers</u>
7/20/76	Nashville - Gainsboro - Cookville - Livingston - Oak Ridge - Nashville Sasser was charged (1.8 hours):	\$ 154.80	\$ 154.80
	Commercial charter rate:	<u>180.00</u> (\$ 34.80)	<u>180.00</u> (\$ 34.80)
7/28/76	Nashville - Jackson - Memphis Sasser was charged (2.9 hours):	\$ 149.40	\$ 149.40
	Commercial airline service:	<u>65.00</u> \$ 84.40	<u>130.00</u> \$ 19.40
8/3/76	Nashville - Memphis - Nashville - Memphis - Nashville Sasser was charged (5.3 hours):	\$ 455.30	\$ 455.30
	Commercial airline service	<u>200.00</u> \$ 255.30	<u>400.00</u> \$ 55.30
8/4/76	Nashville - Chattanooga - Knoxville - Nashville Sasser was charged (3.6 hours):	\$ 309.60	\$ 309.60
	Commercial airline service:	<u>170.50</u> \$ 139.10	<u>341.00</u> (\$ 31.40)
	NET TOTAL	<u>\$ 545.80</u>	<u>(\$ 21.70)</u>

On a one passenger basis, the Sasser campaign paid Airplane Services Inc. \$545.80 more than it would have paid had it utilized commercial airline and charter services. On a two passenger basis, Sasser paid \$21.70 less for the Airplane Services airplane than if it had utilized commercial airline charter services.



ALFRED ESKEW
PRESIDENT

franklin county bank

COWAN, SEWANEE, WINCHESTER

761304 December 24, 1976

DEC 27 1976 1:59

cc 1175
MUR 216

Mr. John Murphy, General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Attn: Mr. Charles Steel

Dear Mr. Murphy:

Re: MUR 216

I have been asked to send information pertinent to a loan Franklin County Bank had with Mr. James R. Sasser. I understand the below information is what you desire. I am also enclosing a copy of a financial statement of James R. and Mary B. Sasser.

On July 28, 1976, Franklin County Bank purchased from First National Bank of Tracy City, without recourse, a demand note of James R. Sasser in the amount of \$100,000.00, bearing an interest rate of 9% and payable to First National Bank, Tracy City, Tennessee. Credit life insurance was placed on Mr. Sasser to cover the loan in case of death. This was all done in the ordinary course of business.

We, also in the ordinary course of business, arranged with the following banks to participate with us on this loan and the amounts are as follows:

United American Bank-Nashville	\$ 25,000.00
First National Bank-Livingston	10,000.00
C & C Bank, Knox County-Knoxville	15,000.00
C & C Bank, Union Co.-Maynardsville	15,000.00
First National Bank-Cookeville	5,000.00
Bank of Putnam County-Cookeville	5,000.00
Gamaliel Bank, Gamaliel, Ky.	20,000.00
Franklin County Bank retained	\$5,000.00 of this loan.

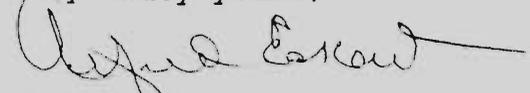
page 2 of 2

Mr. John Murphy

A payment on the loan in the amount of \$80,000.00 was made on October 12, 1976, and distributed among the participating banks, as is customary. On November 5, 1976, the balance of the loan was paid.

If you desire additional information, please do not hesitate to call on us.

Very truly yours,



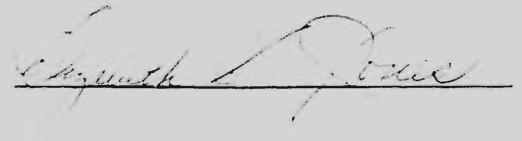
Alfred Eskew

AE:jj

Enclosure

State of Tennessee
County of Franklin

Subscribed to and sworn before me this 24 day of December, 1976.



My Commission Expires: July 10, 1977

79714333

BARRETT, BRANDT & BARRETT, P.C.

cc 1135

GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR.
JAMES R. KNIFFEN
CHARLES R. RAY

December 7, 1976

75 DEC 10 1976 LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2202

Mr. John Murphy, General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

761110

Attention: Mr. Charles Steel

Dear Mr. Murphy:

re: MUR 216

This will confirm our meeting of December 6, 1976 in your office in Washington with Mr. Steel and Ms. Offett. The purpose of the meeting was to discuss your letter of November 24, 1976 dealing with two aspects of the complaint which the Commission feels have not been sufficiently documented.

The first one being the question of the bank loans. It is our position that there is no statutory authority which requires the candidate to report such a loan when making a personal bank loan to which he signs the note with no other guarantors or endorsers. We base that on the plain language of the statutes, and on the statement of your agent when we inquired of that agent pursuant to your instructions for use of WATS calls. I did, despite our position and without waiving that position, tell you that I would meet with principles involved in that transaction either Thursday or Friday of this week and advise you by Friday of the information they are willing to provide the Commission on the bank loans. It is likewise our position that a bank loan is not an expenditure or contribution under the statutes since it was made in the ordinary course of business and is therefore exempt.

The only other remaining question is that involving travel. You stated that your office had been unable to reconcile the expenditure for travel with particular trips. It is our position that one does not have to report on particular trips as long as the amount of expenditure is less than \$100.00. I did advise you that I would talk with the bookkeeper of the Campaign Committee this morning, Tuesday. I have done that and she is going to begin to work on the various aspects of the travel involved in the campaign and attempt to reconcile as nearly as possible trips with expenditures. I would hope to have this information in your hands

79010014034

Mr. John Murphy
December 7, 1976
Page Two.

by the first of next week, that is the week of December 13th. At present I plan on being in Washington on December 16, 1976. At that time I would like to again meet with you, assuming you have received the material, to see if we cannot dispose of this complaint.

As noted in Mr. Blackburn's letter this complaint is dragging on much too long. We seem to have a genuine and honest disagreement about the interpretation of the law as to the reporting requirements of the candidate on loans. I suggest that we may be able to resolve that by filing an amendment to Mr. Sasser's personal report.

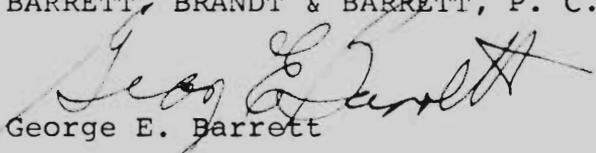
It seems to me that the travel has reduced itself to what I choose to call "knit picking". There are far too many serious allegations involved in other campaigns that warrant your attention rather than spending the government's time, money and effort in this matter.

Despite my strong feelings about this, I am willing to meet with you and attempt to work, in a spirit of cooperation, to resolve this complaint before the first of the year at which time Mr. Sasser will take over the offices of the United States Senator.

Thanking you for your courtesy yesterday and assuring you that you will be hearing from me before the end of this week, I am

Very truly yours,

BARRETT, BRANDT & BARRETT, P. C.


George E. Barrett

GEB/lc

cc: Mr. Gary Blackburn

LAW OFFICES
ORTALE, KELLEY, HERBERT & CRAWFORD

TWENTY-THIRD FLOOR
LIFE AND CASUALTY TOWER
NASHVILLE, TENNESSEE 37219
TELEPHONE 255-9999

WILLIAM P. ORTALE
JOHN W. KELLEY, JR.
DAVID H. HERBERT
WILLIAM H. CRAWFORD, JR.
THOMAS G. CORTS
DOUGLAS A. ERATE
W. GARY BLACKBURN

December 3, 1976

Mr. George Barrett
Ninth Floor, Third National Bank
Nashville, Tennessee 37219

Dear George:

Thank you for the copy of Mr. Charles N. Steele's letter to you of November 24, 1976, relative to the complaint of Harry Sadler. I wanted to give you my thoughts on the statements of Mr. Steele, inasmuch as they reflect to some degree a lack of grasp of the questions involved, in my opinion.

At the time of the original loan from United American Bank, I called the information number at the Federal Election Commission and spoke to a woman whose name I believe to be Sally Bowen. This call was prior to any transfer of funds from Jim Sasser to our Committee. I asked how this transaction should be reported, and explained the source of the money in detail. Ms. Bowen said that the loan "did not trigger the reporting requirement," but should be reported on our Committee's report as a contribution from the candidate at the time of transfer.

As you know, George, both this loan and the Tracy City loan received widespread publicity, and the transactions were never secret. My call related simply to the reporting requirement.

Subsequent to that time, I called back, and asked Ms. Bowen whether she recalled speaking with me. She said that due to the large volume of calls she received, she did not recall it specifically, but that the answer was what she would have said, had she taken the call.

It seems to me, that the simplest thing to do now is for Jim Sasser to amend the report to show the loans, if the FEC thinks it appropriate now. Certainly the publicity has served the primary purpose of reporting in any event. I am frankly astounded at Mr. Steele's statement that "Mr. Sasser has not yet reported the original source of either loan, or any loan repayments..." The

Commission has copies of the promissory notes themselves, and a copy of the check from our Committee to Sasser, endorsed to the Franklin County Bank, a participating bank, in the amount of \$80,000.00. The payment to Jim will appear on our December 31 report. If reporting is required on Jim's report, why does the FEC not simply say so, and Jim can amend the report. Again, this has all been public since before the primary election.

Mr. Steele complains that the pre-election, October 1 through October 15 report does not show these transactions. Of course, that report is a general election report, whereas both Mr. Sadler's complaint and the transactions in question are primary matters. It seems that even FEC lawyers are prone to confusion in interpreting the technicalities of the Act.

Mr. Steele feels that the information provided concerning travel is incomplete, since Knox Pitts' affidavit "provides few dates." I don't believe that the dates of travel of a candidate are required by law to be recorded, and I fail to see how Mr. Pitts can be expected to recall all these dates. As you remember well, Jim was travelling around, largely at his own expense, and had not made a firm decision to run.

Moreover, the original complaint dealt with air travel. It was in this context that I responded to the subpoena, I believe fully. Our bookkeeper and I believe that we have receipts for everything spent, as required. I will freely furnish anything in my custody, or information which I have not been required by law to maintain.

Again, it has been my understanding from the outset that the subpoena was directed toward the proof of air travel expenses. If anything has been omitted, it is a function of oversight or human error, and the timing of the subpoenas just prior to the election. I would suggest that the FEC send someone down to gather, with our assistance, whatever else is needed.

Let me add a couple of additional thoughts. I do not believe that Congress ever intended for the FEC to participate in political campaigns or directly to influence them. Through its own inadequate security, it nearly influenced this election, and has made no recompense for its negligence. In addition, information emanating from the Commission has been contradictory, unreliable, and confusing. The investigation of Mr. Sadler's complaint has been tardy and gone far beyond the substance of the complaint. The format of the investigation is such that voluminous irrelevant material concerning travel has been requested, as I interpret Mr. Steele's letter.

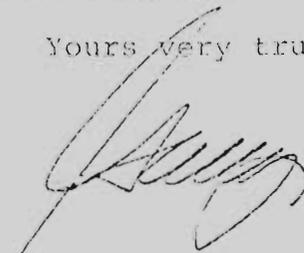
797013437

Page Three
December 3, 1976

The effect is to place upon Jim Sasser the burden of establishing a case of liability against himself, without any cause whatsoever, other than Sadler's complaint concerning air travel and bank loans. Nonetheless, I have tried and will continue to try to be patient and cooperative. But I believe the Commission owes Jim the duty to state with precision what they wish, so that we may comply or object, as the case may be. And I believe they owe Jim a speedy resolution of the Complaint, particularly in light of their apparent inability to preserve the statutorily required confidentiality of the investigation.

I remain willing to cooperate in any way.

Yours very truly,



Gary Blackburn

11-11-76 11:43 AM

November 24, 1976

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

George Barrett, Esq.
Barrett, Brandt & Barrett, P.C.
Ninth Floor
Third National Bank Bldg.
Nashville, Tennessee 37219

Re: MUR 216 (76)

Dear Mr. Barrett:

This letter is to confirm our telephone conversation of November 23, 1976, in reference to MUR 216. As we discussed, the Commission is still concerned with the unresolved issues in this complaint.

Insufficient information and documentation concerning the origins and bases of the loans to Mr. Sasser, and participation thereon by other banks, has been provided for the Commission to evaluate whether such loans were made in the ordinary course of business. Mr. Sasser has not yet reported the original source of either loan, or any loan repayments, and the Pre-Election Report of the Sasser for Senate Committee covering the period October 1 through October 15, 1976, shows no loans, no repayments and no debts or obligations. Moreover, the affidavit submitted by Mr. Trussel does not clarify previous affidavits submitted on behalf of the First National Bank of Tracy City as to the responsibility for the loan. Mr. Trussell's statement indicates that the First National Bank of Tracy City never funded the loan, did not participate in it, and that on, or prior to, July 13, 1976, Mr. Turner set up an arrangement "that Franklin County Bank would purchase the entire note, without recourse, and arrange the participants." In Mr. Turner's second affidavit on behalf of the First National Bank of Tracy City, dated October 8, 1976, he stated that he was "pleased to say that we expect repayment on the note shortly" The documentation concerning this loan as was requested by our subpoenas to the banks, dated October 19, 1976, must be provided in order to resolve this issue.

780400/44839

Regarding Mr. Sasser's campaign travel, insufficient information has been provided for the Commission to ascertain whether all travel was accurately reported and documented.

For the period prior to June 1976, the affidavit of Mr. Pitts does not adequately furnish information concerning travel since it provides few dates. All receipts to document such travel expenses were not provided and no indication was given of where such expenditures are reported in the Sasser for Senate Committee reports.

For the period after June 10, 1976, the travel itineraries supplied appear to include trips for which there are no reported expenditures, and all receipts for expenditures reported were not supplied, as requested in the subpoena addressed to Mr. Blackburn.

Copies of all receipts for travel expenditures over \$100, including receipts which cover the pre-June period to support the affidavit of Mr. Pitts regarding travel must be supplied in order to resolve this issue, in addition to the breakdown of travel expenditures as requested by paragraph #2 of the subpoena to Mr. Blackburn.

During our telephone conversation, it was also agreed that we would be willing to discuss these unresolved matters with you in Washington on December 6, 1976. The Commission's investigation into these open questions will continue during this period.

Sincerely,

Charles N. Steele
Deputy Assistant
General Counsel

78040044840

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PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

1. The following service is requested (check one).
 Show to whom and date delivered..... 15¢
 Show to whom, date, & address of delivery.. 35¢
 RESTRICTED DELIVERY.
 Show to whom and date delivered..... 65¢
 RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

George Barrett, Esq.

3. ARTICLE DESCRIPTION:
 REGISTERED NO. | CERTIFIED NO. | INSURED NO.
 | 438379 | |

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE Addressee Authorized agent
Pat Lloyd

4. DATE OF DELIVERY *NOV 26 1976* POSTMARK
 MISSISSAUGA ONTARIO
 26

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

November 16, 1976

MEMORANDUM

TO: Charlie Steele
Lyn Oliphant

THROUGH: Michael Hershman *MHM*

FROM: Ray Lisi *RL*

SUBJECT: MUR #216

All expenditures for travel for Sasser and Brock were totalled from reports filed with the Commission. Total travel expenditures reported for Brock were \$20,063.00; for Sasser, \$23,019.07.

Travel expenditures for Sasser were traced to reports filed by his Committee using the back-up material provided by the Committee. This material included copies of checks and invoices marked paid with check numbers. Attached hereto are schedules of items for which back-up material was provided but not reported and expenditures reported for which back-up material was not received. In some cases the Committee submitted invoices which did not indicate in any way, on their face, that they had been paid. In order to verify the accuracy of the expenditures reported, a copy of the Committee's cancelled check, at a minimum, is necessary.

A review of Mr. Sasser's travel itinerary discloses that most of his travel was made on chartered airplanes. The Committee has provided insufficient material concerning these flights to determine whether the trips were actually made.



MUR #216

SCHEDULE OF EXPENDITURES FOR WHICH
RECEIPTS WERE PROVIDED BUT NOT REPORTED

4/07/76	Campbell Aero Service	Check #129	\$ 88.20
7/27/76	Keith Bandy, Pilot Service	Check #713	85.00
6/08/76	Keith Bandy, Pilot Service	Check #247	<u>75.00</u>
		TOTAL	\$248.20

18047714043

MUR #216

SCHEDULE OF EXPENDITURES REPORTED
FOR WHICH BACK-UP MATERIAL NOT REPORTED

4/07/76	American Express (Travel Expense)	\$ 114.20✓
5/14/76	American Express (Travel Expense)	278.96✓
6/18/76	American Express (Travel Expense)	660.35✓
4/30/76	Exxon (Travel Expense)	80.60
6/18/76	Exxon (Travel Expense)	224.63✓
6/01/76	Russ Hancock (Pilot Fee)	75.00
6/18/76	MasterCharge (Travel Expense)	144.68✓
7/07/76	Exxon (Travel Expense)	148.99✓
7/02/76	Maureen Franklin (Travel Expenses & Services)	185.00✓
7/02/76	Maureen Franklin (Travel Expenses & Services)	50.00
7/07/76	Maureen Franklin (Travel Expenses & Services)	30.00
7/17/76	MasterCharge (Travel Expense)	106.25✓
7/07/76	Tyrce Smith (Travel Expense)	201.73✓
7/07/76	Stephen C. Hart (Travel Expense)	48.92
8/18/76	American Express (Travel Expense)	1,262.92✓
8/17/76	Corporate Air Fleet	891.00✓
7/26/76	Maureen Franklin (Expenses, Services, Plane Tickets)	50.00
8/03/76	Maureen Franklin (Expenses, Services, Plane Tickets)	450.00✓
8/06/76	Maureen Franklin (Expenses, Services, Plane Tickets)	184.00✓
9/30/76	American Express (Candidate Travel Expense)	131.16✓

9/17/76	Gulf Oil Corp. (Gas for Bus)	\$ 753.79✓
9/15/76	MasterCharge (Travel Expense)	977.36✓
10/06/76	Allegheny Airlines (Shipping and Travel, J. Grant)	24.00
10/09/76	Allegheny Airlines (Shipping and Travel, J. Grant)	16.75
10/14/76	Allegheny Airlines (Shipping and Travel, J. Grant)	72.00
10/06/76	Gulf Oil Corp. (Gas for Travel)	325.27✓
10/07/76	International Travel (Airline Travel for Sue Puddell)	104.00✓
10/08/76	Publix Distributing Co. (Airplane Lease)	<u>3,599.58</u> ✓
	TOTAL	\$11,191.14

100107148

BARRETT, BRANDT & BARRETT, P.C.

CC # 1012
MUR 216(76)
Oliphant

GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR.
JAMES R. KNIFFEN
CHARLES R. RAY

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2202

November 11, 1976

Mr. John Murphy
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C.

Dear Mr. Murphy:

re: MUR 216(76)

This will confirm the previous telephone conversations we have had in regard to the above matter. You stated to me that you would be in Nashville on Thursday, November 11, 1976, for the purpose of investigating the breach of Section 437(g) of the above complaint. You stated to me that your sole purpose on this trip would be the investigation of breach of that section.

You called me yesterday and asked was it possible to arrange to see Mrs. Dot Baker, Mr. Richard Baumgartner, and Mr. Knox Pitts. I told you that Mr. Baumgartner was in law school at U.T., Mr. Pitts was in New York but Mrs. Baker would be available.

You assured me that your only purpose at this time was to investigate the breach of confidentiality and not the complaint in general. I have offered to discuss the complaint in general with you but you indicated because of your investigation of the breach of confidentiality that you may recuse yourself from the general investigation of the complaint.

I want to reiterate what has been our continuous position during the entire time this complaint has been pending. That is that we are ready, willing and able to cooperate in any manner with the Federal Election Commission. I want to reiterate and renew my offer to come to Washington to discuss in detail what matters may be troubling the Commission or its staff regarding this complaint. We have attempted to provide you with all the information that you have requested from the time it has come into our hands as expeditiously as possible.

I would like to add that the day after this matter leaked, Mr. Tom Harris, a long time acquaintance of mine, called me and

Mr. John Murphy
November 11, 1976
Page Two.

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inquired as to whether or not I wanted to appear the following Thursday, October 28, before the Commission to see if something could be done to rectify the breach of confidentiality of this complaint. I had not previously communicated with Mr. Harris and told him that I had not communicated with him because I doubted the propriety of ex parte communications with administrators who perform quasi-judicial functions. I have not communicated with him since. He advised me that if I wished to appear that I should contact you as the General Counsel and arrange such. After discussing this question with the members of the Campaign staff it was our conclusion that it was not politically wise to appear before the Commission only some four or five days before the election. I, therefore, did not pursue Mr. Harris' suggestion.

This matter has lingered long enough in my opinion. It has proved to be severely embarrassing to Mr. Sasser. I do not believe it was our fault that the confidentiality of this investigation was breached. It seems that the only fair thing for the Commission now to do is bring this matter to a conclusion as expeditiously as possible.

Very truly yours,

BARRETT, BRANDT & BARRETT, P. C.



George E. Barrett

GEB/lc

cc: Mr. Gary Blackburn

BARRETT, BRANDT & BARRETT, P.C.

OC # 955
216

GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR.
JAMES R. KNIFFEN
CHARLES R. RAY

8 P 1. 53 63486

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2202

November 5, 1976

Federal Communications Commission

Washington, D. C.

re: WSM-TV

Dear Sir:

Please accept this as a further complaint of the partisan activities of WSM-TV. On November 1, 1976 in their news broadcast they sought to discuss the voting record of the three candidates. Two of the candidates, Congressman Beard and Senator Brock, are Republicans and only one is a Democrat without any opposition.

I have written you previously about the bias and partisan coverage of the Primary and General Elections by this television station. I received a form letter from you which is entirely unsatisfactory. I am respectfully requesting a complete, thorough investigation of the partisan political activities of WSM-TV.

Thanking you, I am

Very truly yours,

BARRETT, BRANDT & BARRETT, P. C.

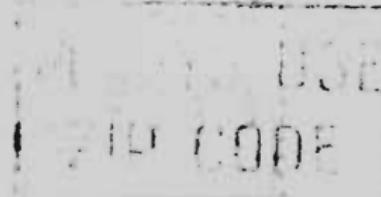

George E. Barrett

GEB/lc

cc: Chairman, Federal Election Commission
Mr. Irving Waugh, President, WSM-TV

BARRETT, BRANDT & BARRETT, PC

LAW OFFICES ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219



RECEIVED
DEC 11 1971

15:15

Chairman
Federal Election Commission
1325 K Street, N. W.
Washington, D. C.

9L

PS Form 3811, Mar. 1976
RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

1. The following service is requested (check one).
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 - RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢
 - RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
**FURBER
FARMERS NAT BANK**

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	923010	

(Always obtain signature of addressee or agent)

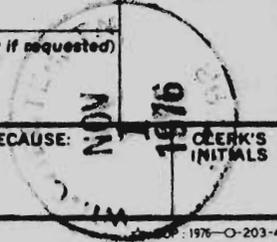
I have received the article described above.
SIGNATURE Addressee Authorized agent

Nettie Colton

4. DATE OF DELIVERY POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS



October 28, 1976

MEMORANDUM TO: File

FROM: David R. Spiegel *DRS*

RE: Phone conversation with George Barrett
(MUR 216 (76))

Following is a record of my two phone conversations with George Barrett, attorney for respondents in MUR 216. Conversations occurred on October 20, 1976, between 5 and 6 p.m.

Mr. Barrett expressed apprehension about having FEC staff members arrive in Tennessee on October 26 and 27 to enforce the subpoenas at issue in MUR 216. He was fearful of possible adverse publicity that could result from this.

After consultation with William Oldaker and Charles Steele, I advised him that in view of FEC staff members coming to Tennessee he could comply with the subpoenas by producing all of the requested documents in the offices of the Federal Election Commission on Tuesday October 26, 1976. Although Mr. Barrett had not yet received the subpoenas, he agreed to comply fully with our request and agreed that we would receive written confirmation of the arrangement prior to Tuesday, October 26.

On the subject of what would be produced, I indicated to Mr. Barrett that this would apply to not only the subpoenas served on the treasurer for the Sasser campaign but also on the subpoenas served on the two banks, which Mr. Barrett allegedly does not represent as counsel. Mr. Barrett stated that he understood this and that he foresaw no problem in producing the documents requested of the banks.

BARRETT, BRANDT & BARRETT, P.C.

CC 904
MUR 216

GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR.
JAMES R. KNIFFEN
CHARLES R. RAY

76 OCT 11 AM 11:26

October 28, 1976

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2202

Mr. John Murphy
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C.

768288

ATTENTION: Mr. William Oldaker

re: MUR 216(76)

Dear Mr. Murphy:

Transmitted herewith in regards to the above styled matter are the airplane logs of Aviation Group Associates, Inc. and daily ledger sheets. These are Xerox copies of the logs and were made available to us yesterday by the president of the company, Mr. Aubrey Gregory. I noted that in Xeroxing the logs he may have cut off some of the dates which may not be readable. If this is not satisfactory we will be glad to furnish you another Xerox copy.

In addition thereto, we wrote you yesterday stating that we were transmitting the material from the United American Bank and the First National Bank of Tracy City. We stated that a response from the Sasser Committee would arrive on a later plane. After dictating that letter we discerned that there was a flight a half an hour later than the one we originally planned on using and we were therefore able to include in the transmission yesterday the material from the Sasser Campaign although the receipt requested from Mr. Olkaker does not recite such. I am therefore enclosing a receipt in this letter for Mr. Olkaker to sign which acknowledges receipt of the material requested from the Sasser Committee.

We wish to reiterate that we do not waive any rights, privileges or actions that we might wish to take as a result of breach of the confidentiality of this investigation by the submission of this material. We readopt, reaffirm and reiterate our letter of October 27, 1976 in regards to this matter.

We also reiterate our willingness to come to Washington at the convenience of you or any member of your staff or the Commission to discuss this matter. We also reiterate our offer to

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Mr. John Murphy
October 28, 1976
Page Two.

permit you to fully examine the books and records and materials of this campaign without the need for a subpoena or any other orders of the Commission.

If there are any additional questions you may have in regard to this matter please advise.

Thanking you, I am

Very truly yours,

BARRETT, BRANDT & BARRETT, P. C.



George E. Barrett

GEB/lc

cc: Mr. Gary Blackburn

Encls.

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hours
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DATE	FLIGHT FROM TO	EQUIPMENT FLOWN		CLASSIFICATION	DURATION OF FLIGHT
		AIRCRAFT MAKE AND MODEL	CERTIFICATE NUMBER		
8-27	MRS - Cinc	(Deer)		3799.4	2.2
8-30	Bld - THUNDER CITY - Bld			3792.2	3.8
9-25	BIA - Bld - Bld			3785.9	3.7
10-7	Bld - Ckt Field			3797.1	1.2
10-15	Bld - Ckt Field			3802.0	4.9
10-16	Bld - Ckt Field			3803.7	1.0
10-20	BIA - JCL INSTRUCTION			3804.9	7
10-21	BIA - JCL				1.2

BREAKDOWN OF TRIP TIME INTO CLASSIFICATIONS					REMARKS
NIGHT	INSTRUMENT	X-C	DUAL	SOLO	
					James
					James Gregory Co.
					James
					James
					James
					Red Chamberlain
					Red Chamberlain

THE RECORD ON THIS PAGE IS CERTIFIED TRUE AND CORRECT:

PILOT _____ ATTESTED BY _____

CARRY TOTAL TO TOP OF NEXT PAGE

CARRY TOTALS FORWARD TO TOP OF NEXT PAGE

ENTER IN THIS COLUMN DETAILS OF ANY SERIOUS DAMAGE TO AIRCRAFT. IF MORE SPACE THAN THAT PROVIDED ABOVE IS NEEDED FOR ANY DETAILS OF FLIGHT INSTRUCTION OR AIRCRAFT DAMAGE, USE PAGES PROVIDED IN BACK OF BOOK.

PC# 920
MUR 216

BARRETT, BRANDT & BARRETT, P.C.

GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR.
JAMES R. KNIFFEN
CHARLES R. RAY

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2202

October 27, 1976

Mr. John Murphy
General Counsel
Federal Election Commission
1325-K Street, N.W.
Washington, D.C.

ATTN: Mr. Oldaker

RE: MUR 216 (76)

Dear Mr. Murphy:

This letter will act as a letter of transmittal and confirmation of various telephone conversations I have had with Mr. Oldaker and Mr. Steel of your office in the last two days. On Monday morning before I left home I was called and advised that a newspaper reporter for the Nashville Banner had called Mr. James R. Sasser's Campaign Director and inquired about the issuance of subpoenas by the Federal Election Commission. I was shocked to learn that this matter had become a matter of public knowledge. When I spoke to Mr. Blackburn, Treasurer of the Campaign, it became evident to me from what he related was his conversation with the newspaper reporter that the matter had been leaked by someone from the Federal Election Commission. I make that statement based on the fact that the newspaper reporter knew more facts about the action of the F.E.C. in regards to this case than either Mr. Blackburn or I. Since Mr. Blackburn and I were the only two persons in Nashville who were aware of the issuance of a subpoena to the Sasser Campaign Committee we had deliberately decided not to discuss the issuance of subpoenas with anyone. We gathered the information from the bookkeeper of the campaign by merely telling her that the F.E.C. was requiring additional information. We told neither the campaign director nor the candidate of the existence of the subpoenas on the basis that these were routine legal matters which could be handled by counsel without conferring with the client.

Mr. John Murphy
Page 2
October 27, 1976

This was further confirmed by the story which appeared in the Nashville Banner (copy enclosed) relying on sources close to the investigation in Washington. On Tuesday, at the request of Mr. Steel, my secretary read to his secretary the entire newspaper article which appeared in the Banner.

Pursuant to that newspaper article I conversed with both Mr. Steele and Mr. Oldaker on Monday and requested that we not be required to answer the subpoenas until after November 2. Mr. Oldaker stated that he would present what he considered a reasonable compromise of that matter to the Commission on Tuesday. That compromise was that the material be delivered to Mr. Oldaker personally and he would hold that material until after the election on Tuesday unless there was evidence of some felonious conduct. Since we have no problem with that because we are not aware of any felonious conduct we have agreed to deliver the material to Mr. Oldaker by courier for him to hold personally.

We have asked the First National Bank of Tracy City to submit their material to our office for transmittal to the Federal Election Commission. We have likewise asked the United American Bank to submit their material to our office for transmittal to the Federal Election Commission. The Bank's material is being transmitted on Piedmont flight arriving in Washington at 3:30 P.M. with the other material coming on a later flight. Therefore, all the material in response to the three subpoenas are transmitted pursuant to this cover letter.

We are transmitting this material without waiving any rights that we may have against either the Federal Election Commission or any individual employee or agent of that commission who may be responsible for violating the statute by making this investigation public in violation of §437(g) of the Act.

Obviously, it is more expeditious politically at this time to deliver the material rather than take any other posture before the commission because of the closeness of the election and the damage done to Mr. Sasser's campaign by this violation of the Act.

Mr. John Murphy
Page 3
October 27, 1976

I have asked Mr. Oldaker that upon review of this material that in the event he feels that there is additional information to please advise us either by telephone or in writing and we will provide that information immediately. Our records are open and we invite the F.E.C. to send agents to Nashville after the election to investigate or examine any of the records that they think are necessary to complete the processing of this complaint. We were apprehensive about having agents in Nashville before the election because of the possibility of adverse publicity. Our worse fears have been realized as evidenced by the enclosed article. I did call Mr. Steel and asked him to call Senator Brock's in WATS Code-A-Phone in order that he may hear for himself the message that Senator Brock was releasing to the press in regards to the breach of the confidentiality of this investigation. We think it is has been very injurious to Mr. Sasser's campaign and are sure that the Commission shares our embarrassment over this matter.

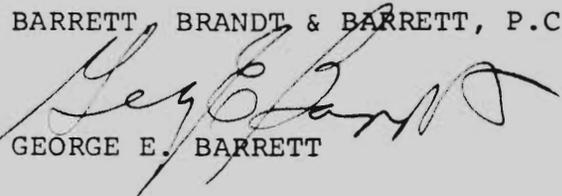
In addition thereto, I wish to advise you that the campaign headquarters were moved shortly after the August Primary and in the process of moving much of the Primary's materials are still being unearthed. Some of it we discovered in trying to answer your request and I am sure that as time goes on that we will unearth other materials. We will forward this to you as we receive it.

Again, assuring you that we are more than willing to cooperate with the Commission and asking that instead of issuing subpoenas that you call us or write us, and request information to which we will be happy to respond.

Looking forward to hearing from you, I am,

Very truly yours,

BARRETT, BRANDT & BARRETT, P.C.


GEORGE E. BARRETT

GEB:pal

CC # 867



western union

Telegram

MUR 216

7 8 0 0 0 1 4 3 1

TBA035(0635) (2-0046332300) PD 10/26/76 0634

ICS IPMBNGZ 00529 210

6152442202 TUBN NASHVILLE TN 60 10-25 0634A EST

FON 2023824055

MR JOHN MURPHY FEDERAL ELECTION COMMISSION, GENERAL COUNSEL, DELIVER
BEFORE 9AM EDT URGENT

1325 K ST NORTHWEST

763275

WASHINGTON DC 20463

RE MUR 216 (76)

IN VIEW OF FACT THAT CONFIDENTIALITY PURSUANT TO SECTION 437 (G) HAS
BEEN BREACHED RESPECTFULLY REQUEST THAT INFORMATION REQUESTED BY
COMMISSION IN THIS CASE BE SUBMITTED ON OR AFTER NOVEMBER 2 1976.

HAVE DISCUSSED THIS MATTER WITH MR. OLADECKER AND MR. STEEL BOTH OF
WHOM ARE FAMILIAR WITH THE FACTS. PLEASE REPLY BY TELEPHONE OR WIRE

GEORGE BARRETT

After 10 days return to



Western Union

308 Route 38, Moorestown, N. J. 08057

7
OCT 29 AID: 13

NO 11

GIVE MESSAGES
SPEED AND
IMPACT. USE
MAILGRAM



BARRETT, BRANDT & BARRETT, P.C.

GEORGE E. BARRETT
ROBERT S. BRANDT
DONALD R. BARRETT, JR.
JAMES R. KNIFLEN
CHARLES K. PAY

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2302

Washington, D. C.

October __, 1976

Received from George E. Barrett by United States Mail

20 additional responses to the request for information to the Sasser
6 for Senate Committee this date. Such material consists of a daily
3 ledger through October 14, 1976, of checks received and airplane
4 logs of Aviation Group Associates, Inc.

20 Also received on October 27, 1976 responses to the request
3 of the Sasser for Senate Committee which was contained in the same
9 package as responses to the request of the United American Bank
7 and the First National Bank of Tracy City.

WILLIAM OLDAKER
FEDERAL ELECTION COMMISSION



October 26, 1976

FRANK A. WOODS
PRESIDENT

Mr. William C. Oldaker
Assistant General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Dear Mr. Oldaker:

Last week United American Bank of Nashville received a subpoena addressed to me as President of this Bank requesting certain general information and the availability of documents. The original schedule was for representatives of the Federal Election Commission to be at United American Bank today at 2:00 P.M. I was advised earlier today by representatives of the Democratic nominee for the United States Senate, James R. Sasser, Jr., that your office would not be in Nashville and that I should respond to the information requested by the subpoena in writing.

The purpose of this letter is to provide as much information as possible without having to go into extensive assimilation of summary information and time-consumption by personnel of this Bank. It is my understanding that there has been a recent Court of Appeals decision which indicated that Federal agencies would be liable for the payment of expenses involved in the production and delivery of documents and information subject to a subpoena and United American Bank will expect such for all work done in connection with the subpoena and any future requests for additional information. We have attempted to minimize the work necessary to be responsive to the subpoena and I trust that you will find the enclosed material to be sufficient. Permit me to underscore, however, that this Bank stands ready to provide any and all information or documents that you might desire with the only restrictive consideration being that of maintaining the confidentiality of the business of our Bank customers.

Mr. William C. Oldaker
October 26, 1976
Page Two

You will find enclosed the following:

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- (1) The basic credit file from the United American Bank of Nashville which includes the basic information with respect to the Sasser loan application, credit information, and other general material. (Exhibit #1).
 - (2) United American Bank of Nashville did not sell any participations in the Sasser loan to any other bank. United American Bank of Nashville did purchase a participation in the amount of \$25,000 from the Franklin County Bank in Cowan, Tennessee. The original Sasser loan with United American Bank of Nashville has been repaid in full with interest. The participation loan with the Franklin County Bank has been reduced from its original principal amount of \$25,000 to \$15,121.21.
 - (3) Attached as Exhibit #2 is a summary of other unsecured loans made by the United American Bank of Nashville since February 17, 1976, which is the date on which new ownership purchased this Bank and I became the President of the Bank. The names of the borrowers are not set forth but there is a detailed summary schedule setting forth the approximate date on which the loan was made, the amount of the loan, the interest rate, and the term of the loan. To provide this same information for the period from January 1, 1975 through February 17, 1976, is going to entail a substantial number of work hours and personnel involved in putting together this information and it has not been possible to assimilate these details in the brief period since the subpoena was received. Likewise, more detailed information on the financial status, earning capacity, character, and credit experience of the borrowers, the purpose for which such loans were made, and other documentation will require a most extensive period of time and great expense to this Bank. We certainly want to request a

Mr. William C. Oldaker
October 26, 1976
Page Three

clarification of the fact that the Bank can expect reimbursement for the cost involved in assimilating this information if it is desired.

- (4) Attached as Exhibit #3 is a copy of the by-laws of United American Bank and a balance sheet as at September 30, 1976. Since United American Bank of Nashville is not a public company, it has never issued an annual report and there are none available.

As a matter of general information I would like to state that the loan to Jim Sasser and the subsequent loan participation were made on the basis of James R. Sasser's long standing record of good credit, strong character, and his ability to repay the loans. In the extension of any bank credit there are many factors involved in addition to the general areas of information which you request through your subpoena. One of the primary areas of importance after questions of credit and banking policy are those of the individual banking philosophy of United American Bank of Nashville and the market which the bank is seeking to develop. I have known James R. Sasser for a number of years and have personal knowledge of his standing in the legal community, the stature of his law firm and its future earning capacity, and the earning capacities of Mary Sasser as well as Jim. Jim and I had a lengthy discussion about his campaign for the United States Senate, his personal debt and the possible amount of that personal debt, and the repayment of any personal debt incurred during the campaign. He gave me the strongest assurances of the total repayment of any debt incurred in the campaign, not only to this Bank but to any other party, and I believe that an examination of his assets, net worth, future earning capacity, and the total commitment of the entire Sasser family to Jim's needs to borrow money during the past six months are relevant.

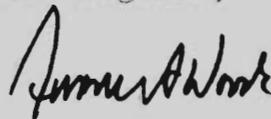
I might add as a matter of additional general information that United American Bank of Nashville has made personal loans to two other candidates for statewide office during the past six months on an unsecured basis similar to the loan made to James R. Sasser. One of these loans, made to a candidate for the Public Service Commission, has been repaid in full. Another loan made to a candidate for the United States Senate, and according to general information the person who has filed a complaint with the Federal Election Commission, has not been repaid

Mr. William C. Oldaker
October 26, 1976
Page Four

at this time, however, United American Bank of Nashville is confident that this loan will also be repaid in full. A loan has also been made to the Davidson County Democratic Campaign Committee and this Bank is confident that this loan will also be repaid in full. It is my understanding that for many years political candidates have utilized personal bank loans frequently in order to plan the funding of a political campaign on a productive basis and to meet payment schedules. As you are aware many business firms doing business with political candidates insist on payments in advance even though the candidate might not raise the requisite monies for several weeks or months thereafter.

I would again like to emphasize that the entire records and documents of this Bank are available for review and inspection by the Federal Election Commission on a confidential basis at any time. I trust that the attached documents will be relevant and responsive to the subpoena and if any additional information of any nature is needed please inform me and I will assimilate the information as quickly as possible.

Best regards,



Frank A. Woods

vlh
Enclosures

REPORT OF: APPROVED LOAN

PENDING LOAN

DECLINED LOAN

Present Liability Shown In Section 'B' Includes Amount Shown In Section 'A'

Present Liability Shown In Section 'B' Does Not Include Amount Shown In Section 'A'

Borrower's Name JAMES R. SASSE			Borrower's Business or Occupation LAWYER		Fiscal Year End
Address 627 HILLSBORO RD			No. of Yrs Established	Organizational Structure <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION	
Amount of Loan \$ 25,000.00	Maturity 32 days	Rate 9.0	Length of Time at this Address	Phone No.	<input type="checkbox"/> LEASED <input type="checkbox"/> OWNED <input type="checkbox"/> RENTED
Purpose of this Loan CAMPAIGN U.S. SENATE			Average Collected/Balances No. Mos. \$ Commercial Savings		Average Affiliated Account Balances No. Mos. \$ Commercial Sav.
Terms of Payment, Renewal Options, Reductions, Final Maturity, Etc.			Last Out of Commercial Debt		Loans (Excl. R.E. & I.L.) Last 12 Mos.
Source of Payment			FROM TO HIGH \$ LOW \$		This Advance Made Under <input type="checkbox"/> LINE OF CREDIT <input type="checkbox"/> COMMITMENT
					Expires AMT. \$

List, Describe and Identify this Loan's Collateral. Also Separately Describe all OTHER Collateral. Show Source of Valuation (Use reverse if necessary)

UNSECURED

Market Value of Collateral Supporting this Loan as of: \$

Market Value of Other Collateral as of: \$

Market Value of Total Collateral \$

	NAME	NET WORTH	AS OF (DATE)	STATEMENT		Show Liability of Guarantor(s) to Bank
				Attached	Requested	
BORROWER	SASSE				<input checked="" type="checkbox"/>	
GUARANTOR						

SECTION A			SECTION B		
This Report Covers	Amount		Borrower's Total Liability	Amount	
NEW LOAN(S)	25,000	00	DIRECT: UNSECURED	25,000	00
RENEWAL(S)			DIRECT: SECURED		
INCLUDED IN SECTION 'B'			I.C.L.		
FURTHER ADVANCE(S) OR			DEALER FLOORING		
COMMITMENT			DEALER CONTINGENT		
Commitment Balance			CONTINGENT		
NEW LINE OF CREDIT FOR			R.E. LOANS		
EXPIRING 19			TOTAL	25,000	00
RATE 9.0 % TOTAL	25,000	00			

COMMENT - Comments should include: (1) information relative to past borrowing experience. (2) Comment on any past due obligations outstanding. (3) Explanation of any significant changes in financial statement, if not previously reviewed, etc.

Loan made at Frank Woods' request.

Signature of Loan Officer <i>[Signature]</i>	Approval(s) FW	Date of Report	Date of Disbursement	LOAN COMM.	APPROVAL EXEC. COMM. REV.
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He's your man.



Jim, Mary, Gray and Elizabeth

"As a child in rural West Tennessee I learned that hard work and dedication are the cornerstones of success. From my father, Ralph Sasser, who served for many years as Director of the Tennessee Soil Conservation Service, I learned that public service is a public trust . . . a trust that must never be betrayed.

These lessons, learned early in life, made a great impact on me. As the father of two young children, I am deeply concerned with their future. I want them to have a government that works hard for their interests . . . a government they can be proud of.

We have a government today that caters to the special interests, the bureaucracy and a wealthy economic elite. My opponent has been in Washington for 14 years. He has been ineffective in his representation of the people of Tennessee. He has neglected our interests while serving the wealthy and powerful.

I seek election to the U. S. Senate because I believe we can have a government that is hard-working and just . . . a government we can be proud of.

I want to go to Washington to help a new Democratic President straighten out the bureaucratic mess and help return control of the government to the people.

I cannot promise to return singlehandedly government to the people, but I do promise to try. I will work my hardest to serve your interests effectively and responsively."



Jim Sasser cares about your problems.



Tax Reform. "Our tax laws place an unfair burden on middle and lower income families. We must remove this burden. It will not be easy as the special interests will fight comprehensive tax reform every step of the way . . . but it must be done."

Education. "Quality education is more than important . . . it's essential. I favor removing educational responsibilities from the Department of Health, Education and Welfare and creating a cabinet-level Department of Education. We must also find new sources of funds for local school systems to be used as they wish to use them."

Senior Citizens. "I believe every American, regardless of age, has the right to assume a vital role in our society. We must insure an adequate income upon retirement, ease mandatory retirement laws and protect the solvency of the Social Security System."



Economy. "We cannot continue with the present policies of high inflation and high unemployment. We must cut wasteful governmental spending, reduce excessive interest rates and ensure that every American who wants to work can find a job."

Crime. "When people are afraid to leave their door unlocked, or afraid to be on the street at night, then something must be done . . . now. We must have increased assistance and training for local law enforcement agencies and a system of swift, sure justice."

Government Efficiency. "I believe we have had enough of bureaucratic inefficiency. Jimmy Carter has promised to make government more efficient. I will work with him to make sure we get a dollar's worth of service for every tax dollar collected."

Agriculture. "Farmers deserve a sensible, stable agricultural policy that will not undercut their plans with a series of confused policy decisions from Washington. Now is the time to restore confidence in our national farm policy. We must also increase the inheritance tax exemption so you don't lose the family farm."

Housing. "Interest rates must be lowered and the tax credit for home purchases preserved. Under the present system only one out of three Americans can afford a home."

BOW, ADAMS AND TAYLOR (Continued)

Executive Director, Tennessee Youth Commission, Nashville, Tennessee, 1954-1960. Legal Counsel, 1955-1960. *Member:* Nashville and American Bar Associations; International Association of Insurance Counsel.

Edward D. Taylor, born Nashville, Tennessee, 1911; admitted to bar, 1955, Tennessee; preparatory education, University of Notre Dame; Vanderbilt University (B.A., 1933); legal education, Vanderbilt Law School (J.D., 1955). *Member:* Phi Delta Phi. *Councilman,* Metropolitan Nashville-Davidson County, 1963-1971. *Member:* Nashville, Tennessee and American Bar Associations; American Judicature Society; Federation of Insurance Counsel; Tennessee Defense Lawyers Association.

Michael J. Philbin, born Akron, Ohio, March 10, 1911; admitted to bar, 1971, Tennessee. Preparatory education, University of Notre Dame (B.A., 1933); legal education, Vanderbilt University (J.D., 1937). *Member:* Nashville, Tennessee and American Bar Associations.

ASSOCIATES

John D. Tatum, born Atlanta, Georgia, May 19, 1919; admitted to bar, 1974, Tennessee. Pre-

paratory education, University of Georgia (A.B., 1971); legal education, University of Tennessee (J.D., 1974). *Fraternities:* Pi Sigma Alpha; Phi Alpha Delta. *Member:* Nashville and Tennessee Bar Associations.

William R. Pigue, born Lebanon, Tennessee, April 26, 1949; admitted to bar, 1974, Tennessee. Preparatory education, Western Kentucky University (B.A., 1971); legal education, Memphis State University (J.D., 1974). *Member:* Nashville and Tennessee Bar Associations.

OF COUNSEL

Alfred T. Adams, born Nashville, Tennessee, January 8, 1898; admitted to bar, 1921, Tennessee. Preparatory education, Vanderbilt University (B.S., 1918); legal education, Vanderbilt University (LL.B., 1921). *Fraternity:* Phi Delta Phi. Law Professor, Cumberland Law School, 1946-1951. *Member,* General Assembly, Tennessee, 1923-1924. Vice Chairman, Code Administration, 1953-. Chancellor, Seventh Chancery Division, Tennessee, 1957-1970. Secretary, Judicial Conference, 1958-1959. *Member:* Nashville (President, 1947-1948) and Tennessee (President, 1952-1953) Bar Associations.

CREDIT FILE

UNITED AMERICAN BANK

James R. Sasser

REPRESENTATIVE CLIENTS: American Insurance Ass.; Travelers Insurance Co.; Phoenix of Hartford Insurance Co.; Metropolitan Life Insurance Co.; Brink Electric Co.; Central Broadcasting Co.; The Tennessee Co.; Kibben-Hamman & Associates; Builders Specialties Co.; Cumberland Oil Co.; Odum Sausage Co.; Udd's Charlie's Sausage Company of Tennessee; Pilot Life Insurance Co.; Pilot Title Insurance Co.; Prudential Trust Co.; Tuxco, Inc.; Gale-Smith & Co., Inc.; Mr. Transmission, Inc.; Ryder Truck Lines, Inc.; Ryder Truck Rental, Inc.; Tennessee Car and Truck Renting and Leasing Assn.; Consulting Engineers of Tennessee, Inc.; Export-Import Bank of the United States; R. Lovett Meata, Inc.; Dallas Frailer Enterprises, Inc.; Uni-Royal, Inc.; The Roman Catholic Diocese of Nashville; Columbia Insurance Society, Inc.; Thomas & Hill, Inc.; S. S. Kreska Co.

REFERENCES: First American National Bank; Nashville City Bank; Commerce Union Bank.

GOODPASTURE, CARPENTER, WOODS & SASSER

General Civil and Trial
Practice, Insurance, Probate,
Corporation and Entertain-
ment Law

6TH FLOOR AMERICAN TRUST BUILDING
NASHVILLE, TENNESSEE 37201

Telephones
244-2042
Area Code 615

MEMBERS OF FIRM

Henry Goodpasture, born Nashville, Tennessee, October 3, 1893; admitted to bar, 1921, Tennessee. Legal education, Cumberland University (LL.B., 1921). *Member:* Nashville, Tennessee and American Bar Associations.

William F. Carpenter, born Smith County, Tennessee, June 2, 1893; admitted to bar, 1923, Tennessee. Legal education, Vanderbilt University (LL.B., 1923). *Fraternity:* Delta Theta Phi. *Member:* Nashville, Tennessee and American Bar

Associations.
William H. Woods, born Murfreesboro, Tennessee, October 11, 1916; admitted to bar, 1947, Tennessee. Legal education, University of Tennessee and University of Virginia (LL.B., 1947). *Fraternity:* Phi Delta Phi. *Member:* Nashville (President, 1970), Tennessee and American Bar Associations; International Association of Insurance Counsel; Tennessee Defense Lawyers Association (President, 1971-1972).

(This card continued)

GOODPASTURE, CARPENTER, WOODS & SASSER, (Continued)

PARKS, EVANS & WANKEL (Continued)

William F. Carpenter, Jr., born Nashville, Tennessee, April 8, 1929; admitted to bar, 1956, Tennessee. Preparatory education, Vanderbilt University (A.B., 1951); legal education, Vanderbilt University (LL.B., 1956). Fraternity: Phi Delta Phi. Member, Tennessee General Assembly, 1963-1965. Member, Nashville, Tennessee and American Bar Associations. [Lt., U.S. Navy, 1951-1953]

James R. Sasser, born Memphis, Tennessee, September 30, 1936; admitted to bar, 1961, Tennessee. Preparatory education, Vanderbilt University (B.A., 1953); legal education, Vanderbilt University (LL.B., 1961). Fraternity: Phi Delta Phi. Executive Secretary, Tennessee Code Commission, 1975. Member, Nashville, Tennessee and American Bar Associations.

Richard D. Speight, born Charleston, South Carolina, March 8, 1940; admitted to bar, 1965, Tennessee. Preparatory education, Vanderbilt University (B.A., 1962); legal education, Vanderbilt University (LL.B., 1965). Fraternity: Order of the Coif. Staff Member, Vanderbilt Law Review, 1964-1965. Law Clerk to Chief Judge William E. Miller, U.S. District Court, Middle District of Tennessee, 1964-1965. Assistant District Attorney General, Davidson County, 1966-1969. Lecturer

in Law, Vanderbilt University, 1975. Member, Nashville, Tennessee and American Bar Associations.

ASSOCIATES

Robert E. Parker, born Shelbyville, Tennessee, July 16, 1943; admitted to bar, 1967, Tennessee. Preparatory education, Vanderbilt University (B.A., 1965); legal education, Vanderbilt University (J.D., 1967). Fraternity: Phi Delta Phi. Member, Moot Court Board. Recipient American Jurisprudence Family Law Award. Page for Congressman Joe L. Ewins, 1958. Military Judge, U.S. Armed Forces, 1969-1970. Law Clerk, Chief Judge Harry Phillips, U.S. Sixth Circuit Court of Appeals, 1970-1971. Commissioner, Tennessee Law Revision Commission, 1975. Member, Nashville (Secretary-Treasurer, 1975), Tennessee and American Bar Associations. [Capt., U.S. Marine Corps, 1967-1970]

O. Wade Nelson, born Owensboro, Kentucky, April 23, 1945; admitted to bar, 1972, Tennessee. Preparatory education, Indiana University (A.B., 1967); legal education, Vanderbilt University (J.D., 1972). Fraternity: Phi Delta Phi. Member, Tennessee and American Bar Associations. [With U.S. Navy, 1969-1971]

REPRESENTATIVE CLIENTS: Security Federal Savings and Loan Association of Nashville; General Motors Corp.; Harpeth Valley Utilities District; U.S. Courthouse Credit Union; Holiday Inn of America; General Motors Acceptance Corp.; Stern Bros. Stores, Inc.; Union Trust Co.; First Industrial Corp.; Justice Steel, Inc.; Edgy Arnold; DeAberbach Group; Brenda Lee; Sonny James; Time Publishing Co.; Wilderness Master, Inc.; William Morris Agency; Col. Tom Parker; Acta Insurance Co.; Phoenix's First American Insurance Co.; General Accident Insurance Co.; Great American Insurance Co.; Phoenix's First Insurance Co.; Hanover Insurance Co.; The Home Insurance Co.; National Union Insurance Co.; Republic-Vanguard Group; United States Fidelity & Guaranty Co.; New Hampshire Insurance Group; Cincinnati Insurance Co.; Security Insurance Co.; Mutual Benefit Life Insurance Co.; Citizens Mutual Hanover Insurance Co.; Gulf Insurance Co.; The International Vess Johnson, Food Brokers; Thomas Jefferson Insurance Co.; Independent Fire Insurance Co.

General Civil Practice & S. RALPH GORDON Telephone 244-1568
Corporate, Real Estate & Probate Law
NASHVILLE, TENNESSEE 37219
Area Code 615

S. Ralph Gordon, born Nashville, Tennessee, August 1, 1933; admitted to bar, 1963, Tennessee. Preparatory education, University of Tennessee (B.S., 1960); legal education, Vanderbilt University (J.D., 1963). Fraternity: Omicron Delta

Kappa. Member, Scarabean Senior Society. Member, Nashville, Tennessee and American Bar Associations; The Association of Trial Lawyers of America.

REPRESENTATIVE CLIENTS: American Management Co.; National Building Corp.; Gaines & Galois Construction Co.; Capitol Chevrolet Co.; E. B. Smith Chevrolet Co., Inc.; Earl-Duen-Pontiac, Inc.; Hippodrome Olds & Datsun, Inc.; Coocorn Brothers Leasing, Inc.; Tennessee Commercial Warehouse; Woodlawn Memorial Park; Tennessee Collectors Assn.; Tennessee Consumer Credit Assn.

REFERENCES: Third National Bank; Commerce Union Bank.

mt +
File
James R. Sassen

78,012714372

James R. Sassen

MTG:
JM Sassen
FMW

To discuss personal loan.
JRS never borrowed money before + has no strong banking relationships. Has banked in past at 1st Nat but would like to move all of his accts + hardware to UAB.

Feels that he can direct substantial business to UAB.

Wants to borrow \$25,000 to offset expenses while running for US Senate. Personal loan - no debt other mortgage on house of less than \$25,000 + accts payable of normal nature.

House - Hillsboro Rd - \$80,000 +
MVA Firm - 40,000 +

If loses then repayment from personal cash flow or possibly refinance home.

mt feels politics of it all.

Home: lend \$25,000 on unsecured basis to be repaid shortly if not needed. After election, then develop a realistic repayment schedule.

James R. Sassen

Value of home on Hillsboro Road. Crest of Hill.

Stony House. Large lot. Across from Morris (Ray) (H) (L) (T) (A) (R) (S) (S) residence.

At least \$80,000 possibly higher depending upon inside + extras.

Metro Assessor's office:

Appraisal Valuation -
Date -

Law Firm

Owe of best in Nashville.

Heavy on negligence work, T&S position probably fairly secure within firm even if loses race.

D Parker + others in firm seem enthusiastic to support. Firm has state acct for the Law Union of Cal. Probably other state business indirectly.

May Sasser extremely competent.

Previously discussed with T&S debt responsibility of assets of T&S May to repay as quickly as possible + more full accounts.

78011914371
SASSER

MTC SASSER
Nathan Kash
FWR

Nathan Kash - Galletto

Long discussion about company.

Bank accounts to UAB.

Might want to come back & borrow some money.
No debt other than home mortgage.

Confident he can win race. Always wanted to
be in future. Will support UAB as his goal.

~

ASSETS

Cash and Due from Banks		\$ 9,906,041
U. S. Government Securities	\$17,119,332	
State, County, Municiple Securities	1,721,480	
Other Securities	<u>1,150,000</u>	
Total Securities		\$19,990,812
Loans		\$40,561,468
Federal Funds Sold		7,100,000
Banking Houses and Equipment		4,592,547
Other Assests		6,409,233
Total Assets		<u>\$88,560,101</u>

LIABILITIES & STOCKHOLDERS EQUITY

Demand Deposits	24,481,625	
Time Deposits	<u>41,187,050</u>	
Total Deposits		\$65,668,673
Federal Funds Purchase & Securities Sold under Agreement to Repurchase		11,375,000
Other Liabilities		<u>1,727,676</u>
Total Liabilities		\$78,771,349
Reserve for Loan Losses		2,204,958
Stockholders Equity		<u>7,583,794</u>
Total Liabilities & Stockholders Equity		<u>\$88,560,101</u>

2973014075

CHARTER
OF
HAMILTON BANK OF NASHVILLE

For the purpose of organizing a corporation to carry on the business of banking under the laws of the State of Tennessee, the undersigned to apply to the Superintendent of Banks for a Charter in the following form:

FIRST. The title of this corporation shall be HAMILTON BANK OF NASHVILLE.

SECOND. The main office of the corporation shall be in Nashville, Davidson County, State of Tennessee. The general business of the corporation shall be conducted at its main office and its branches.

THIRD. The Board of Directors of this Corporation shall consist of not less than five nor more than twenty-five persons, the exact number of Directors within such minimum and maximum limits to be fixed by the by-laws. Unless otherwise provided by the laws of the State of Tennessee, any vacancy in the Board of Directors for any reason, including an increase in the number thereof, may be filled by action of the Board of Directors, until next regular stockholders meeting.

FOURTH. The annual meeting of the shareholders for the election of Directors and the transaction of whatever other business may be brought before said meeting shall be held at the main office or such other place as the Board of Directors may designate, on the day of each year specified therefor in the By-Laws, but if no election is held on that day, it may be held at a special meeting called for the stated purpose, and all elections shall be held according to such lawful regulations as may be prescribed by the Board of Directors.

Nominations for election to the Board of Directors may be made by the Board of Directors or by any stockholder of any outstanding class of capital stock of the bank entitled to vote for election of directors. Nominations, other than those made by or on behalf of the existing management of the bank, shall be made in writing and shall be delivered or mailed to the President of the bank not less than 14 days nor more than 50 days prior to any meeting of stockholders called for the election of directors, provided, however, that if less than 21 days' notice of the meeting is given to shareholders, such nomination shall be mailed or delivered to the President of the bank not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder: (a) the name and address of each proposed nominee; (b) the

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principal occupation of each proposed nominee; (c) the total number of shares of capital stock of the bank that will be voted for each proposed nominee; (d) the name and residence address of the notifying shareholder; and (e) the number of shares of capital stock of the Bank owned by the notifying shareholder; if any. Each share of stock shall count as one vote. There shall be no right of cumulative voting.

FIFTH. The authorized amount of capital stock of the corporation shall be 400,000 shares of common stock of the par value of Ten Dollars (\$10) each; but said capital stock may be increased or decreased from time to time, in accordance with the provisions of the laws of the State of Tennessee.

The corporation, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders.

SIXTH. The Board of Directors shall elect one of its members President of this corporation, who shall be Chairman of the Board, unless the Board elects another director to be the Chairman. The Board of Directors shall have the power to elect one or more Vice Presidents; and to elect a Cashier and such other officers and employees as may be required to transact the business of this corporation.

The Board of Directors shall have the power to define the duties of the officers and employees of the corporation; to fix the salaries to be paid to them; to dismiss them; to require bonds from them and to fix the penalty thereof; to regulate the manner in which any increase of the capital of the corporation shall be made; to manage and administer the business and affairs of the corporation; to make all By-Laws that it may be lawful for them to make; and generally to do and perform all acts that it may be legal for a Board of Directors to do and perform; and to possess and exercise all the powers and privileges authorized for banking corporations in Chapters 1 through 11, Title 45, Tennessee Code Annotated.

SEVENTH. The Board of Directors shall have the power to change the location of the main office to any other place within the limits of Davidson County, Tennessee, without the approval of the shareholders but subject to the approval of the Superintendent of Banks; and shall have the power to establish or change the location of any branch or branches of the corporation to any other location within the county without the approval of the shareholders but subject to the approval of the Superintendent of Banks.

EIGHTH. The corporate existence of this corporation shall continue until terminated in accordance with the laws of the State of Tennessee.

NINTH. The Board of Directors of this corporation or shareholder or shareholders owning, in the aggregate, not less than 20 percent of the stock of this corporation, may call a special meeting of shareholders at any time. Unless otherwise provided by the laws of the State of Tennessee, a notice of

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the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 20 days prior to the date of such meeting to each shareholder of record at his address as shown upon the books of this corporation.

TENTH. Any person, his heirs, executors, or administrators, may be indemnified or reimbursed by the corporation for reasonable expenses actually incurred in connection with any action, suit, or proceeding, civil or criminal, to which he or they shall be made a party by reason of his being or having been a director, officer, or employee of the corporation or of any firm, corporation or organization which he served in any such capacity at the request of the corporation; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit, or proceeding as to which he shall finally be adjudged to have been guilty of or liable for negligence or willful misconduct in the performance of his duties to the corporation; and, provided further, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit, or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the holders of record of a majority of the outstanding shares of the corporation, or the Board of Directors, acting by vote of directors not parties to the same or substantially the same action, suit, or proceeding, constituting a majority of the whole number of the directors. The foregoing rights of indemnification or reimbursement shall not be exclusive of other rights to which such person, his heirs, executors, or administrators, may be entitled as a matter of law.

ELEVENTH. These Articles of Incorporation may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of this corporation, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount.

IN WITNESS WHEREOF, we have hereunto set our hands, this 15th day of January, 1973.

Carmack Cochran

Finis L. Nelson

B. Lamar Rankin

J. E. Whitaker

William S. Wire, II

790114373

Approved for Registration, 1/24/73

Hugh Sinclair
Superintendent of Banks

Recorded by Secretary of State in Book 4678, Page 445.

7823224079

BY-LAWS

OF

HAMILTON BANK OF NASHVILLE

ARTICLE I

MEETING OF SHAREHOLDERS

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Section 1.1 Annual Meeting. The regular annual meeting of the shareholders for the election of directors and the transaction of whatever business may properly come before the meeting, shall be held at the banking offices of the bank, No. 200 Fourth Avenue N., City of Nashville, or such other place as the Board of Directors may designate, at eleven o'clock, and on the second Thursday of March each year. Notice of such meeting shall be mailed, postage prepaid, at least twenty days prior to the date thereof, addressed to each shareholder at his address appearing on the books of the corporation. If, from any cause, any election of directors is not made on the said day, the Board of Directors shall order the election to be held on some subsequent day, as soon thereafter as practical, according to the provisions of law; and notice thereof shall be given in the manner herein provided for the annual meeting. A Director shall hold office until the next annual meeting or until his successor is elected. By vote of a majority of the voting stock outstanding, any Director may be removed at any stockholders meeting and his successor or successors elected.

Section 1.2 Special Meetings. Except as otherwise specifically provided by statute, special meetings of the shareholders may be called for any purpose at any time by the Board of Directors, or by any shareholder or shareholders owning, in the aggregate, not less than twenty per cent of the stock of the corporation. Every such special meeting, unless otherwise provided by law, shall be called by mailing, postage prepaid, not less than twenty days prior to the date fixed for such meeting to each shareholder at his address appearing on the books of the corporation, a notice stating the purpose of the meeting.

Section 1.3 Nominations for Director. Nominations for election to the Board of Directors may be made by the Board of Directors or by any stockholder of any outstanding class of capital stock of the bank entitled to vote for the election of Directors. Nominations, other than those made by or in behalf of the existing management of the bank, shall be made in writing and shall be delivered or mailed to the President of the bank not less than 14 days nor more than 50 days prior to any meeting of stockholders called for the election of Directors, provided however, that if less than 21 days notice of the meeting is given to shareholders, such nomination shall be

mailed or delivered to the President of the bank not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder: (a) the name and address of each proposed nominee; (b) the principal occupation of each proposed nominee; (c) the total number of shares of capital stock of the bank that will be voted for each proposed nominee; (d) the name and residence address of the notifying shareholder; and (e) the number of shares of capital stock of the bank owned by the notifying shareholder, if any. Each share of stock shall count as one vote. There shall be no right of cumulative voting.

Section 1.4 Judges of Election. Every election of Directors shall be managed by three judges, who shall be appointed by the Board of Directors. The judges of election shall hold and conduct the election at which they are appointed to serve; and, after the election, they shall file with the Cashier a certificate under their hands, certifying the result thereof and the names of the Directors elected. The judges of election, at the request of the Chairman of the meeting, shall act as tellers of any other vote by ballot taken at such meeting, and shall certify the result thereof.

Section 1.5 Proxies. Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing, but no officer or employee of this corporation shall act as proxy. Proxies shall be valid only for one meeting, to be specified therein, and any adjournments of such meeting. Proxies shall be dated and shall be filed with the records of the meeting.

Section 1.6 Quorum. A majority of the outstanding capital stock, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, unless otherwise provided by law; but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting, unless otherwise provided by law or by the Charter.

ARTICLE II

DIRECTORS

Section 2.1 Board of Directors. The Board of Directors (hereinafter referred to as the "Board"), shall have power to manage and administer the business and affairs of the corporation. Except as expressly limited by law, all corporate powers of the corporation shall be vested in and may be exercised by said Board.

Section 2.2 Number. The Board shall consist of not less than five nor more than twenty-five Directors. The first Board of Directors shall be nine in number, which number, within the maximum limits herein fixed may be increased from time to time by resolution of a majority of the full Board or by resolution of the shareholders at any meeting thereof. This is provided,

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however, that a majority of the full Board of Directors may not increase the number of Directors to a number which exceeds by more than two the number of Directors last elected by shareholders.

Section 2.3 Organization Meeting. The Cashier, upon receiving the certificate of the judges, of the result of any election, shall notify the directors-elect of their election and of the time at which they are required to meet at the Main Office of the corporation for the purpose of organizing the new Board and electing and appointing officers of the corporation for the succeeding year. Such meeting shall be appointed to be held on the day of the election or as soon thereafter as practicable, and, in any event, within thirty days thereof. If, at the time fixed for such meeting, there shall not be a quorum present, the Directors present may adjourn the meeting from time to time, until a quorum is obtained.

Section 2.4 Regular Meeting. The Regular Meetings of the Board of Directors shall be held, without notice, on the second Thursday of each month at the Main Office, at eleven o'clock in the morning. When any regular meeting of the Board falls upon a holiday, the meeting shall be held on the next banking business day unless the Board shall designate some other day. The Chairman is authorized to change the date of the meeting by giving at least five days notice in writing to each Director. At least one meeting shall be held each month.

Section 2.5 Special Meetings. Special Meetings of the Board of Directors may be called by the Chairman and the President of the corporation, or at the request of one-third of the Directors. Each member of the Board shall be given notice stating the time and place, by telegram, letter, or in person, of each such special meeting.

Section 2.6 Quorum. A majority of the Directors shall constitute a quorum at any meeting, except when otherwise provided by law; but a less number may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice.

Section 2.7 Vacancies. When any vacancy occurs among the Directors, the remaining members of the Board, in accordance with the laws of the State of Tennessee, may appoint a Director to fill such vacancy at any regular meeting of the Board, or at a special meeting called for that purpose, until the next regular stockholders meeting.

ARTICLE III

COMMITTEES OF THE BOARD

Section 3.1 Executive Committee. There shall be an Executive Committee composed of the Chairman, the President and one Director, appointed by the Board, to serve annually, or until their successors are appointed. The

number of Directors serving on the Committee may be increased at any time by a vote of the majority of the Board. A majority of the members of the Executive Committee shall constitute a quorum. All purchases or sale of securities for the bank's portfolio, or other investments shall be approved by the Committee. The Committee shall also examine and approve loans and discounts, and shall exercise, when the Board is not in session, all other powers of the Board that may be lawfully delegated. The Committee shall meet on Wednesday of each week at an hour to be selected by the members. If Wednesday shall be a bank holiday, the meeting shall be held on the next business day.

Section 3.2 Examining Committee. There shall be an Examining Committee composed of not less than three (3) Directors appointed by the Board annually or more often, none of whom shall be an active officer of the Bank, whose duty it shall be to make an examination into the affairs of the bank, at least once in each calendar year or at intervals of not more than 15 months, and to report the result of such examination in writing to the Board at the next regular meeting thereafter, which report shall be placed in the minutes. Such report shall state whether the corporation is in a sound condition, whether adequate internal audit controls and procedures are being maintained and shall recommend to the Board such changes in the manner of doing business or conducting the affairs of the Bank as shall be deemed advisable. The Committee with approval of a majority of the Board of Directors may employ outside auditors or accountants in whom they have confidence to perform this examination or to aid them in its performance, and the reasonable expense of same shall be borne by the Bank.

Section 3.3 Trust Committee. There shall be a Trust Committee appointed by the Board, composed of the Chairman, the President and one other Director, which committee shall supervise the activities of the Trust Department. This Committee shall meet at least once a month on a day and time selected by the Committee; review the assets of each trust account at least once during each period of twelve months; approve all purchases, sales and changes of trust assets; approve the opening of all new trust accounts; approve the closing of trust accounts; keep full minutes of its action; and make periodic reports to the Board of its actions.

Section 3.4 Other Committees. The Board of Directors may appoint, from time to time, from its own members, other committees of one or more persons, for such purposes and with such powers as the Board may determine.

Section 3.5 Chairman of the Committees. The President and Chief Executive Officer shall be the Chairman of all committees except the Examining Committee.

ARTICLE IV

OFFICERS AND EMPLOYEES

Section 4.1 Chairman of the Board. The Board of Directors shall elect one of its members to be Chairman of the Board to serve at the pleasure of the Board. He shall preside at all meetings of the Board of Directors. He shall have general executive powers, as well as the specific powers conferred by these By-Laws. He shall also have and may exercise such further powers and duties as from time to time may be conferred upon, or assigned to him by the Board. The Chairman, in the absence of the President, shall perform the duties and exercise the powers of the President.

Section 4.2 President. The Board of Directors shall elect one of its members to be President of the corporation. In the absence of the Chairman, he shall preside at any meeting of the Board. The President shall have general executive powers, and shall have and may exercise any and all other powers and duties pertaining by law, regulation, or practice, to the office of President, or imposed by these By-Laws. He shall also have and may exercise such further powers and duties as from time to time may be conferred upon, or assigned to him by the Board. The President shall be the Chief Executive Officer and shall supervise the carrying out of the policies adopted or approved by the Board.

Section 4.3 Vice President. The Board of Directors may elect one or more Vice Presidents. Each Vice President shall have such powers and duties as may be assigned to him by the Board of Directors. One Vice President shall be designated by the Board of Directors in the absence of the Chairman and the President, to perform all duties of the President.

Section 4.4 Secretary. The Board of Directors may elect a Secretary of the Board and of the corporation, who shall keep accurate minutes of all meetings. He shall attend to the giving of all notices required by these By-Laws to be given.

Section 4.5 Cashier. The Board of Directors shall elect a cashier who shall be custodian of the corporate seal, records, and documents and papers of the corporation. He shall provide for the keeping of proper records of all transactions of the corporation. He shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice to the office of Cashier, or imposed by these By-Laws. He shall also perform such other duties as may be assigned to him, from time to time, by the Board of Directors.

Section 4.6 Other Officers. The Board of Directors may elect one or more Assistant Vice Presidents, one or more Assistant Secretaries, one or more Assistant Cashiers, one or more Managers and Assistant Managers of Branches, Administrative Assistants, and such other officers and Attorneys-in-fact as from time to time may appear to the Board of Directors to be required or desirable to transact the business of the corporation. Such officers shall respectively exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon, or assigned to them by the Board of Directors, or the President.

Section 4.7 Clerks and Agents. The President, or any other officer or the corporation authorized by him, may appoint, from time to time, such paying Tellers, Receiving Tellers, Note Tellers, Vault Custodians, bookkeepers and other clerks, agents and employees as he may deem advisable for the prompt and orderly transaction of the business of the corporation, define their duties, fix the salaries to be paid them and dismiss them. The President, or any other officer of the corporation authorized by him, may appoint and dismiss all or any clerks, agents, and employees and prescribe their duties and the conditions of their employments and from time to time fix their compensation.

Section 4.8 Tenure of Office. The President shall hold his office for the current year for which the Board of which he shall be a member was elected, unless he shall resign, become disqualified, or be removed; and any vacancy occurring in the office of the President shall be filled promptly by the Board.

Section 4.9 Indemnification of Damages. The corporation shall provide for the indemnification of damages and expenses incurred by directors, officers and employees of the corporation which may arise out of their duties with the corporation or any organization that they may have served at the direction of the corporation where such legal action has been compromised or settled and such compromise or settlement has been approved by a court of competent jurisdiction or by the holders of record of a majority of the outstanding shares of the corporation or by a majority of the outstanding shares of the corporation or by a majority of the whole number of the Board of Directors acting by vote of Directors who were not parties to the same or substantially the same legal proceedings. Indemnification or reimbursement shall not, however, be granted where such person has been found liable for negligence or willful misconduct in the performance of his duties for the corporation.

ARTICLE V

STOCK AND STOCK CERTIFICATES

Section 5.1 Transfers. Shares of stock shall be transferable on the books of the corporation, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a shareholder by such transfer shall, in proportion to his shares, succeed to all rights and liabilities of the prior holder of such shares.

/Chairman

Section 5.2 Stock Certificates. Certificates of stock shall bear the signature of the President (which may be engraved, printed or impressed), and shall be signed manually or by facsimile process by the Secretary, Cashier, Assistant Cashier, or any other officer appointed by the Board for that purpose, to be known as an Authorized Officer, and the seal of the corporation shall appear thereon. Each certificate shall recite on its face that the stock represented thereby is transferable only upon the books of the corporation properly endorsed.

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ARTICLE VI
CORPORATE SEAL

The President, the Cashier, the Secretary or any Assistant Cashier or Assistant Secretary, or other officer thereunto designated by the Board, shall have authority to affix the corporate seal to any document requiring such seal, and to attest the same. Such seal shall be substantially in the following form:

(Impression)
(of)
(Seal)

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.1 Fiscal Year. The fiscal year of the corporation shall be the calendar year.

Section 7.2 Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, leases, declarations, receipts, discharges releases, satisfactions, settlements, petitions, schedules, accounts affidavits, bonds and undertakings, proxies, and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted in behalf of the corporation by the Chairman of the Board or the President, or any Vice President, or the Secretary, or the Cashier. Any such instrments may also be executed, acknowledged, verified, delivered or accepted in behalf or the corporation in such other manner and by such officers as the Board may from time to time direct. The provisions of this Section 7.2 are supplementary to any other provisions of these By-Laws.

Section 7.3 Records. The Articles of Incorporation, the By-Laws and the proceedings of all meetings of the shareholders, the Board of Directors, standing committees of the Board, shall be recorded in appropriate minute books provided for the purpose. The minutes of each meeting shall be signed by the Secretary, Cashier or other officer appointed to act as Secretary of the meeting.

Section 7.4 Banking Hours. The Main Office of the corporation shall be open for business from 8 o'clock A.M. to 4:30 o'clock p.m., of each day Monday through Friday of each week, legal holidays excepted. Exceptions and changes to these days and hours may be made by the Board of Directors.

SECTION 7.5 Corporation Action by Unanimously Signed Writing.
When a notice is required to be given to stockholders or directors under the charter or these By-Laws, a waiver thereof in writing, signed by the stockholder or director entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Whenever the

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SUMMARY OF NEW LOANS - *unsecured*

<u>BORROWER</u>	<u>AMOUNT</u>	<u>RATE</u>	<u>TERMS</u>
Week of 2/17/76	15,500.00	8.50	180 days
Week of 3/01/76	37,500.00	9.00	90 days
Week of 3/01/76	8,000.00	9.50	60 days
Week of 3/08/76	25,000.00	9.00	60 days
Week of 3/08/76	50,000.00	9.00	60 days
Week of 3/08/76	15,000.00	9.25	89 days
Week of 3/08/76	5,000.00	9.00	90 days
Week of 3/15/76	5,000.00	10.00	60 days
Week of 3/15/76	25,000.00	9.00	180 days
Week of 3/22/76	20,000.00	9.62	90 days
Week of 3/22/76	8,000.00	9.50	60 days
Week of 3/29/76	7,000.00	8.75	90 days
Week of 3/29/76	14,322.25	9.00	90 days
Week of 3/29/76	8,000.00	8.75	90 days
Week of 4/05/76	10,000.00	9.25	90 days
Week of 4/12/76	10,000.00	9.62	45 days
Week of 4/12/76	15,000.00	9.50	90 days
Week of 4/12/76	5,000.00	10.00	15 days
Week of 4/19/76	20,000.00	9.00	90 days
Week of 4/19/76	7,000.00	9.00	90 days
Week of 4/19/76	5,000.00	8.50	90 days
Week of 4/19/76	10,000.00	9.00	90 days
Week of 4/19/76	50,000.00	8.00	30 days
Week of 4/19/76	10,000.00	8.75	90 days
Week of 4/19/76	10,000.00	9.00	180 days
Week of 4/26/76	18,500.00	9.62	30 days
Week of 4/26/76	5,100.00	9.62	30 days
Week of 4/26/76	5,000.00	9.50	30 days
Week of 4/26/76	9,902.59	9.62	90 days
Week of 5/03/76	7,000.00	8.25	90 days
Week of 5/03/76	5,700.00	9.62	30 days
Week of 5/10/76	5,000.00	9.50	90 days
Week of 5/10/76	5,778.06	9.62	180 days
Week of 5/17/76	5,500.00	9.62	90 days
Week of 5/17/76	10,000.00	9.00	60 days
Week of 5/17/76	11,000.00	8.00	60 days

SUMMARY OF NEW LOANS - unsecured

<u>BORROWER</u>	<u>AMOUNT</u>	<u>RATE</u>	<u>TERMS</u>
Week of 9/27/76	5,000.00	10.00	90 days
Week of 9/27/76	10,000.00	9.50	30 days
Week of 9/27/76	5,120.31	9.62	90 days
Week of 9/27/76	24,208.34	9.50	91 days
Week of 9/27/76	20,460.34	9.00	90 days
Week of 9/27/76	10,000.00	9.00	90 days
Week of 10/04/76	8,000.00	9.00	90 days
Week of 10/04/76	5,000.00	9.50	90 days
Week of 10/04/76	9,500.00	8.75	30 days
Week of 10/04/76	20,000.00	10.00	90 days
Week of 10/04/76	5,000.00	9.62	11 days
Week of 10/04/76	7,000.00	9.50	91 days
Week of 10/04/76	47,123.07	8.00	180 days
Week of 10/04/76	20,000.00	9.00	90 days
Week of 10/12/76	59,573.00	9.00	90 days
Week of 10/12/76	5,000.00	9.50	30 days
Week of 10/12/76	6,000.00	10.00	45 days
Week of 10/12/76	10,000.00	9.25	60 days
Week of 10/12/76	57,849.40	9.25	30 days
Week of 10/12/76	6,000.00	9.50	90 days
Week of 10/12/76	500,000.00	8.00	10 years
Week of 10/12/76	5,150.00	9.50	90 days
Week of 10/12/76	18,000.00	9.00	90 days
Week of 10/12/76	20,000.00	9.00	30 days
Week of 10/12/76	17,500.00	9.00	90 days
Week of 10/18/76	7,500.00	10.00	91 days
Week of 10/18/76	20,000.00	9.00	90 days
Week of 10/18/76	15,000.00	10.00	90 days
Week of 10/18/76	15,000.00	9.50	30 days
Week of 10/18/76	5,100.00	8.50	115 days
Week of 10/18/76	37,700.00	9.00	30 days
Week of 10/18/76	18,000.00	9.62	90 days

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UNITED STATES OF AMERICA
FEDERAL ELECTION COMMISSION
WASHINGTON, D. C.

IN RE: JAMES R. SASSER, RESPONDENT
CANDIDATE FOR U. S. SENATE

COMPLAINT NO. MUR 216(76)

Dear Mr. Oldaker:

At the request of the Commission, I am furnishing the following information and documents:

Request Number One:

a) An affidavit from Mr. Knox Pitts relating to the travel of Mr. Sasser in the early stages of the campaign.

b) Materials on travel furnished me by Mr. Richard Baumgartner.

c) Travel itineraries furnished by our staff for Jim and Mary Sasser.

Request Number Two:

a) Copies of invoices and office documents relating to travel.

It should be noted that many such records have already been furnished, and all payments have been made a part of our reports, to my knowledge.

In compiling the information requested I discovered that on one occasion an airplane owned, I am told, by Pierce Ditching Company and Tri-Cities Paving Company was obtained in Johnson City on or about May 22, 1976, for a one-time flight of the candidate and Phil Sanford, an aide, to Chattanooga. The pilot was paid \$50.00 personally by Richard Baumgartner, who was reimbursed by the campaign. Our bookkeeper can find no record of an invoice from Pierce Ditching or Tri-Cities Paving, and it appears no payment was made. I therefore determined that the first class air fare from Johnson City to Chattanooga is \$49.00 on Southern Airlines, and directed the bookkeeper to send Pierce Ditching Company, Kingsport, Tennessee, a check for \$98.00 and to request a receipt and invoice for any difference. This has been done, and the check number is Number 1208.

If any other travel was not paid for, I am unaware of it. I have been assured by the bookkeeper and staff that we have paid for air travel pursuant to our contracts with the firms in question.

I do not have in my possession any airplane log books, and it was never my understanding that I, as campaign treasurer, had the responsibility to keep such documents. The statements furnished to us indicate the hours flown and the rate per hour. I wish to emphasize that we are not refusing to furnish such information. It is not in my possession. I will request all documentation from the airline companies which they have, and will forward any further information immediately.

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A F F I D A V I T

R. KNOX PITTS, III, being first duly sworn makes oath and states:

That I came to work for Jim Sasser on March 10, 1976. He and I had discussed the possibility of his running for the U. S. Senate the previous Fall but it was only around the 18th of February, 1976, that he told me he thought he would run for the Democratic Nomination for the U. S. Senate and asked me to come back to Tennessee and help him. I moved from New York City to my home in Shelbyville, Tennessee, the first week of March, 1976 and came to Nashville the evening of March 9, 1976 to talk to Mr. Sasser. At that time I found that almost nothing had been done to advance his candidacy since or before his resignation from the Party Chairmanship which was effective March 1, 1976. A group of Jim's friends had been meeting with him occasionally for the purpose of talking about raising money for his campaign and he had filed with the Federal Election Commission. There was neither office nor staff. I was asked to put together an office and staff and assume the staff position of Director of the Jim Sasser Planning Committee.

Dot Baker and I set up an office from which to develop a campaign. Dot Baker served as bookkeeper and secretary. This office was completely under my direction, as to the entire campaign operation.

On March 15, 1976, Paul Bivens, a student at the University of Tennessee, took a leave of absence from school to assist in the Campaign. His duties were to travel with Mr. Sasser on almost every trip until May 14, 1976. Paul lived with the Sassers and served as driver and traveling companion.

During the month of March Mr. Sasser spent a great deal of time winding up his involvement in his law practice. He did very little traveling, all of which was done in his own automobile. He took one trip to Halls, Tennessee, another trip to Murfreesboro, and one each to McMinnville and Sparta, Tennessee. In addition to these trips he went to Morristown and Shelbyville. He was driven and accompanied by Paul Bivens on all trips. Mr. Sasser also went to

Los Angeles, California with a party promoting the movie industry in Tennessee on a commercial flight without Bivens, evidence of the expenses of that trip were previously provided the F.E.C. according to Mr. George Barrett. During this time Mr. Sasser's wife, Mary Sasser, and his mother and father, Ralph and Mary Nell Sasser, did little or no traveling. Mrs. Mary Sasser did accompany Mr. Sasser to Morristown in his automobile, but I do not recall her making any other trips.

During April, 1976, Mr. Sasser and Paul Bivens took a two to three day swing through East Tennessee - Lebanon, Roane County, Knoxville, Maryville. Another swing through West Tennessee to Jackson, Brownsville, Covington, and Memphis and through Middle Tennessee, Winchester, Gallatin, Columbia was also made. During this period of time he traveled approximately three days a week. All trips originated out of Nashville and seldom did he go on overnight trips. Occasionally he was accompanied by Mary Sasser. He had not announced his candidacy and spent much of his time in campaign planning. Much of his time was spent on the telephone assessing the political potential of his candidacy. He was not at all sure by the end of April that he was going to announce his candidacy and actually make the race. In late April Mr. & Mrs. James Sasser and Mr. and Mrs. Ralph Sasser (parents of the candidate), myself and Mr. Paul Bivens attended the Federation of Democratic Women's meeting in Memphis on a weekend. The entire group drove to Memphis and returned by private automobile except Mr. Jim Sasser who returned by commercial plane.

The first occasion that a private plane was used by any member of the Campaign was on April 29, 1976, when Mr. Sasser and staff members, Paul Bivens, Wally Dietz, and Clay Hall flew to Knoxville for a campaign appearance and returned that night. The plane was owned by Aviation Group Association of Nashville, which has been paid for.

During May very little traveling was done. Preparations were being made for either announcing or abandoning the campaign. There were day trips to Crossville, Jackson and Sparta by Mr. Sasser in his own automobile. Mr. Sasser and I flew to Washington, D. C. on April 27, 1976 by commercial plane for a meeting but returned the same day.

I was responsible for all scheduling up until Phil Sanford came on staff May 10, 1976 to do scheduling and Field Organization. After Mr. Sanford took on the scheduling, trips were made to Huntingdon, Humboldt, Union City, Clarksville and Memphis. Both Mr. Bivens and Mr. Sanford accompanied Mr. Sasser on this trip. Mr. Sanford and Mr. Sasser returned by commercial plane from Memphis, Mr. Bevins drove back to Nashville in Mr. Sasser's car. One trip was to Governor Gordon Browning's funeral. Mr. Bivens drove Mr. Sasser to Huntingdon in Mr. Sasser's car and Mr. Sasser returned to Nashville on a private plane with Senator Albert Gore.

After May 14, 1976 Mr. Sasser took few other trips up until his announcement on May 27, 1976. He took one trip on May 14 by private plane provided by Aviation Group Associates to Tri-Cities. Mr. Sasser flew from Tri-Cities to Chattanooga in a private plane owned by a paving company. He was accompanied by Phil Sanford. He was met in Chattanooga by Paul Bivens and his wife, Mary Sasser, and returned to Nashville in his own automobile. During this period prior to May 27, 1976 Jim took only three trips by private plane. Otherwise, all of his travel was in his private car or by commercial aircraft. Mary Sasser never flew by private plane and I do not recall her flying commercially, though it is likely she did once or twice. No other member of the Sasser family ever flew in any plane. No staff member flew except on those occasions mentioned above.

On May 28, 1976 Mr. and Mrs. James Sasser and staff made a flying tour of the state in a plane leased from Colemill Aviation. I do not recall any other flights during this time until Richard Baumgartner took over scheduling around June 6, 1976. After this time my brother, John Pitts, traveled with Mr. Sasser until the primary, August 5, 1976. Inez Thompson accompanied Mrs. Sasser until early July when Ms. Elizabeth Owen began to travel with Mrs. Sasser. Mr. Sasser's trips during June, 1976 were statewide and primarily by private auto, owned by him, and some by private plane. Mrs. Sasser's trips were usually by car and only occasionally did she fly. Both flew by private and commercial planes. The rest of the Sasser Family traveled exclusively by their own private cars or in a Winnebago Camper leased by the Campaign Committee. I do not believe that any members of the Sasser Family other than Mr.

or Mrs. James Sasser ever flew in an airplane up until August 5. On August 4, Gray and Elizabeth Sasser, children of Mr. Sasser, did travel with their parents on a statewide flying tour in a plane.

This is my best recollection and true belief as to the facts about their travel during a period from March 10 until August 5, 1976. I was aware of all scheduling up until the first of June. After that time I was aware of the places traveled but not the means taken in every case. The only time I had responsibility for any contact with anyone about arrangements for a private plane was the trip of April 29, 1976 to Knoxville. After May 10 all scheduling arrangements were delegated by me to Phil Sanford and then Richard Baumgartner.

Further affiant saith not.


R. KNOX PITTS, III

Sworn to and subscribed before me this 26th day of October, 1976.


Notary Public

My Commission Expires:

7/23/77

REQUEST NUMBER 3

Two fundraising events have been held to retire primary expenses.

On September 17, 1976, a reception was held at the home of C. H. Butcher. The following expenses were incurred and were paid on October 7, 1976:

Check Number	Payee	Amount
415	Fountain City Florist, Knoxville	\$ 85.81
416	Needham's Catering, Knoxville	1100.00
417	A & B Distributing Co., Knoxville	60.42
418	Triangle Package Store, Knoxville	329.66

These checks will be returned in our next bank statement, which has not yet arrived.

On September 30, 1976, \$31,000 in checks was delivered to us from this event. On October 1, 1976, an additional \$12,500 was delivered. Of these checks, \$7,175 was designed for the general election and the remainder for the primary. In most cases, it was necessary to call the donor to ask whether he desired to contribute to the primary or the general election and to make such notation on the check.

On September 29, 1976, Mr. Millard Oakley and Mr. Frank Woods hosted a reception at the Nashville City Club. The expenses had to be invoiced through a member, and was therefore billed to Mr. Woods. A cash bar was utilized in order to help defray costs. Mr. Woods has requested and received from the City Club a summary of costs, so that he could be paid and we could furnish this information to the Commission without delay. The following is a breakdown of expenses:

\$5157.31	Total cost
3739.00	Receipts from cash bar
<u>\$1418.31</u>	Paid to Mr. Woods

A copy of our check to Mr. Woods is attached.

Subsequent to this event, Mr. Woods delivered to us checks totaling \$47,000. Most of this money was collected as a result of the Reception, but the package of checks included some which Mr. Woods or Mr. Oakley had collected either shortly before or

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shortly after. We have no way of separating any such checks. We have attached hereto, however, Xerox copies of our daily receipts summaries, and to my knowledge all such checks are included.

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SASSER FOR SENATE COMMITTEE

1209

23RD FLOOR LIFE AND CASUALTY TOWER
NASHVILLE, TENN. 37219
SENATE IDENTIFICATION NO S-2152

October 26, 1976

875
030

PAY TO THE
ORDER OF

Frank Woods

\$1,418³¹

One Thousand Four Hundred Eighteen and 31/100

DOLLARS

**Nashville City Bank
AND TRUST CO. NASHVILLE TENN.**

SASSER FOR SENATE COMMITTEE

FOR *Receipts expenses (9-29-76)*

Carolyn Baker
Gary M. Miller

⑆0640⑉0005⑆ 63 96416/3⑈

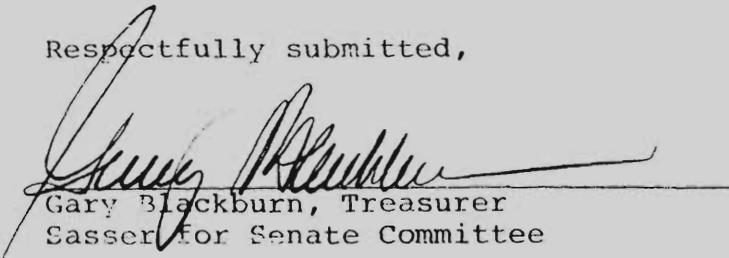
7 8 0 4 0 7 4 4 9 0 1

REQUEST NUMBER 4

Attached hereto is a copy of a canceled check payable from our Committee to James R. Sasser the amount of \$80,000.00, endorsed to the Bank of Franklin County, an institution which participated in the loan made by the Tracy City Bank.

The source of this money was the money raised at the two fundraisers previously mentioned and miscellaneous campaign contributions, designated for primary use.

Respectfully submitted,


Gary Blackburn, Treasurer
Sasser For Senate Committee

SASSER FOR SENATE COMMITTEE

33RD FLOOR - LIFE AND CASUALTY TOWER

NASHVILLE, TENN. 37219

SENATE IDENTIFICATION NO. S2112

195

PAY TO THE
ORDER OF

19

\$

DOLLARS

SASSER FOR SENATE COMMITTEE

Nashville City Bank
AND TRUST CO. OF NASHVILLE, TENN.

FOR

⑆0640⑉0009⑆ 83 98416 3⑆

⑈0008000000⑈

20317714006

James Sasser

FOR DEPOSIT TO
FRANKLIN CTY BANK
ACCT OF JR SASSER

The **FIRST NATIONAL**
BANK OF TRACY CITY

TRACY CITY, TENNESSEE 37387
(615) 592-2741

MONTEAGLE, TENNESSEE 37356
(615) 924-2261

October 25, 1976

RAY G. TRUSSELL, President

Mr. Vernon F. Thomson, Chairman
Federal Election Commission
1325 K. Street N.W.
Washington, D. C. 20463

Dear Mr. Thomson:

In answer to your subpoena relating to the loan in question, we hereby submit the following information:

Mr. Charles H. Turner, a director of our bank, is a personal friend of Mr. Sasser, and his wife was formerly employed by the law firm with which Mr. Sasser is associated.

The loan to Mr. Sasser was based on Mr. Turner's personal knowledge of his business ability, earning capacity, personal integrity and financial standing.

On June 11, 1976, Mr. Turner reviewed with members of the loan committee of The First National Bank the financial statements and personal status of Mr. Sasser, pertaining to a request that he had received for a loan of \$100,000 from Mr. Sasser. It was then agreed that the First National Bank would originate this loan, and participate in it for an amount of \$10,000.00, due to the fact that our legal lending limit would not permit us to make, and hold in our portfolio, a loan of this size. Prior to funding of the note, it was brought to our attention that one of our directors was supporting Mr. Sasser's opponent, Mr. John J. Hooker. We then contacted Mr. Turner with this information, it was then decided that The First National Bank would not participate in this loan. Mr. Turner then indicated that since he had arranged for participation with several other banks, that Franklin County Bank would purchase the entire note, without recourse, and arrange the participations.

In as much as we did not participate in the above loan, we have no knowledge nor records pertaining to the participating banks, escrow agreements, nor life insurance policies.

I am enclosing a photo copy of the ledger card pertaining to the transactions relating to this bank's participation in the above loan and a copy of James and Mary Sasser's financial statement from our credit file.

I am also enclosing photo copies of other participation loans we have bought and sold, supported by financial statements and other documentation relating to these loans.

con't:

I am further enclosing a photo copy of the By-laws of The First National Bank of Tracy City and our most recent statement of condition, and annual report for the year ending December 31, 1975.

If any further information is needed, please do not hesitate to call on us.

Sincerely,

Ray G. Trussell

Ray G. Trussell
President

RGT/dn

Encl:

7 8 9 1 0 7 1 4 9 0 0 5

State of Tennessee
County of Grundy

Subscribed to and sworn before me this 25 day of October, 1976.

Susie Morris

Notary Public

My Commission Expires:

11-1-76

The **FIRST NATIONAL
BANK** OF TRACY CITY

TRACY CITY & MONTEAGLE, TENNESSEE 37387

PHONE: (615) 592 2761 & 924 2181

DIRECTORS

Charles M. Boyd, Chairman

Charles W. Boswell, Sr.
Robert C. Graham
John W. Greeter

Ray G. Trussell
Chas. N. Turner
Lon Varnell

OFFICERS AND EMPLOYEES

Ray G. Trussell, President

Charles M. Boyd, Chairman
Susie Morris, Cashier
Madge A. Baggenstoss, Vice Pres.
Barry Griswold, Ass't Vice Pres.
Jerry Don Thomas, Loan Officer &
Ass't. Cashier
Sharon Childers

Jean Conry
Debbie Newsome
Harriett Richards
Billie Faye Terrill
Inez White
Sandra Worley

789.3314706

STATEMENT OF CHANGES IN CAPITAL ACCOUNTS
 CAPITAL, SURPLUS AND UNDIVIDED PROFITS
 Years ended December 31, 1975 and 1974

	1975	1974
Balance, January 1	\$ 338,925	253,474
Net income for the year	90,290	94,249
Provision for losses on loans, exclusive of portion charged against income, less related income tax effect of \$2,285 and none	(9,142)	(8,798)
Balance, December 31	\$ 420,073	338,925

RECONCILIATION OF RESERVE FOR LOAN LOSSES
 Years ended December 31, 1975 and 1974

	1975	1974
Balance, January 1	\$ 42,591	28,993
Additions:		
Transfer from operating earnings	6,897	7,225
Transfer from undivided profits	11,427	8,798
Recoveries of charged-off loans	4,266	717
	65,181	45,733
Deductions:		
Loan charge-offs	9,058	3,142
Balance, December 31	\$ 56,123	42,591

NOTES TO FINANCIAL STATEMENTS

The Bank's accounts are maintained on a cash basis of accounting, except for the recording of accruals for federal income taxes payable, dividends declared but unpaid and unearned interest collected.

Provision for losses on loans included in operating expenses for 1975 is based on the 1971 and forward ratio of average net loan losses to average loans. Any additional provision is charged direct to undivided profits.

STATEMENT OF CONDITION
December 31, 1975 and 1974

<u>ASSETS</u>	<u>1975</u>	<u>1974</u>
Cash and due from banks	\$ 816,175	747,759
Investment securities:		
U. S. Treasury securities	200,362	201,291
U. S. Government agencies	900,899	1,101,398
States and political subdivisions	2,048,202	1,117,087
Federal funds sold	450,000	50,000
Federal Reserve Bank stock	4,500	4,500
Loans	3,163,593	2,714,075
Bank premises and equipment	89,353	96,588
Other assets	10,264	7,435
Total assets	\$ 7,683,348	6,040,133
<u>LIABILITIES, RESERVES AND EQUITY CAPITAL</u>		
LIABILITIES:		
Demand deposits	\$ 3,042,322	2,476,192
Time and savings deposits	3,928,467	2,876,797
Total deposits	\$ 6,970,789	5,352,989
Unearned interest collected	236,363	305,628
Total liabilities	\$ 7,207,152	5,658,617
RESERVES:		
Reserve for possible loan losses	56,123	42,591
EQUITY CAPITAL:		
Capital stock, 7,500 shares authorized, issued and outstanding at par	75,000	75,000
Surplus	75,000	75,000
Undivided profits	270,073	188,925
Total equity capital	\$ 420,073	338,925
Total liabilities, reserves and equity capital	\$ 7,683,348	6,040,133

SEE NOTES TO FINANCIAL STATEMENTS

STATEMENT OF INCOME
 Years ended December 31, 1975 and 1974

	1975	1974
OPERATING INCOME:		
Interest and discounts on loans	\$ 238,906	197,109
Income on Federal funds sold	8,408	40,786
Interest and dividends on investments:		
U. S. Treasury securities	16,846	27,745
U. S. Government agency	76,254	91,442
States and political subdivision	84,310	38,727
Service charges on deposit accounts	13,268	9,793
Other services charges, exchanges, commissions and fees	49,777	35,699
Total operating income	\$ 487,769	441,301
OPERATING EXPENSES:		
Salaries	106,514	96,032
Pensions and other employee benefits	14,005	12,597
Interest on deposits	170,965	153,378
Expense of Federal funds purchased	3,520	319
Occupancy expense of bank premises	19,446	19,186
Furniture and fixtures depreciation and expenses	21,602	18,555
Provision for loan losses	6,897	7,225
Other	49,965	47,387
Total operating expenses	\$ 392,914	354,679
INCOME BEFORE INCOME TAXES AND SECURITIES GAINS AND LOSSES	94,855	86,622
APPLICABLE INCOME TAXES	4,665	-
INCOME BEFORE SECURITIES GAINS AND LOSSES	90,190	86,622
NET SECURITIES GAINS (LOSSES) LESS RELATED INCOME TAX OF \$25 AND NONE	100	7,627
NET INCOME	\$ 90,290	94,249
EARNINGS PER COMMON SHARE:		
Income before securities gains	\$ 12.03	11.55
Net income	\$ 12.04	12.57

SEE NOTES TO FINANCIAL STATEMENTS

LIABILITY LEDGER

NAME James R. Lasser
 ADDRESS 6027 Hillshire Road
Nashville, TN 37215
 EMPLOYER _____
 POSITION _____
 HOW LONG EMPLOYED _____

DATE OF 1ST LOAN 7/13/76
 INTERVIEWED BY 7 8 0 1 2 0 1 4 2 1 0
 MAXIMUM LOAN LIMIT _____
 CREDIT RATING _____

SHEET NO. _____

ENDORSER OF COLLATERAL	DATE OF NOTE	NEW NOTE NUMBER	MATURITY OR TERMS	AMOUNT OF NOTE	INTEREST OR DISCOUNT	OLD NOTE NUMBER	PAYMENTS	DATE	BALANCE
	7/13/76		7/13/76	100,000.00 ++			100,000.00 -	JUL 13 76	00.

Meeting of Directors
Aug. 9 - 1904.

The Board of Directors met at the Bank at 4 P.M. on Aug. 9, 1904, Messrs. Martin Sturugg, T.M. C. White, W. B. Hart, W. A. Haynes, and Victor Flury were present.

On motion it was decided to pay interest on small deposits not subject to check, if left for four months, and amounting to one dollar.

Cashier was ordered to pay Mr. Eric Martin for his services at the opening of the Bank, the amount being \$1.00, and charge it to the Expense Sect.

The following By Laws were adopted by the Board:

- By-Laws of the National Bank of Tracy
- California National Bank
- The Bank of California

Section 1. The regular annual meeting of the shareholders of this bank for the election of directors shall be held at its banking house on the second Thursday of January of each year, unless the board of 10 members of said bank shall by the vote of the board of directors, within a reasonable time before the time of said meeting, be satisfied that a share-holders' meeting of said election, shall be held and conducted at the same, and may share, after the meeting has been held, solely under their authority which of this bank of the said election shall be made to the director-elect.

Section 2. The cashier, upon receiving the returns of the judges of the election as aforesaid, shall cause the same to be entered upon the minute

The receipt of any money or property of the bank shall remain the property of the bank until it is paid out to the depositor.

Article 6. The President of the bank shall have and exercise all the powers and authority of the President of the bank, and shall be elected by the Board of Directors.

Article 7. The President of the bank shall be responsible for the money, funds, and securities of the bank, and shall give a bond, with security, to be approved by the Board of Directors, for a sum of \$10,000, conditioned for the faithful and lawful discharge of his duties as such, and that he will indemnify them and account for all such money, funds, and securities, and he shall be answerable to the Board of Directors of any loss, and the honor of the bank in any respect.

Article 8. The Assistant President shall be responsible for the safe deposit of money and property of any kind, and shall be answerable to the Board of Directors, or any committee, or other person named in his bond and contract.

Article 9. The Assistant President shall be responsible for the safe deposit of money, property, and funds of any kind, and shall, from time to time, be required to give a bond, with security, to be approved by the Board of Directors, and shall give bond with security, to be approved by the Board in the event of any loss, conditioned for the

since it is not found by the bank since
that last previous report.

Article Book.

4. The original papers of the bank, the books of
the bank, the receipts, the proceeds of all pay-
ments and special meetings of the directors and of
the shareholders, the by-laws and any amendments
thereof, the books of the committee, and all other
papers and documents of the bank, and the
minutes of each meeting, shall be signed by the
secretary and attested by the cashier.

Article of Incorporation.

5. The stock of the bank shall be registered and
transferred only on the books of this bank, sub-
ject to the provisions and conditions of the
articles of incorporation, and the by-laws, which took
effect on the 1st day of January, 1880, and amendments
thereof, and such laws as shall be enacted.

6. The capital of the bank shall be a certain fixed pre-
sumed to be the sum of \$100,000, and
the same shall be paid for in cash or by
certificates of stock, which shall be
issued to the subscribers in proportion
of their respective shares, and the articles
of incorporation shall be signed by the
subscribers to the same.

7. All the stock of the bank, signed by the subscribers
and attested by the cashier, shall be
deposited in the bank, and the
same shall be held by the bank until that
the same shall be paid for in cash or by
certificates of stock, which shall be
issued to the subscribers in proportion
of their respective shares, and the articles
of incorporation shall be signed by the
subscribers to the same.

Friday, June 11

*Tom Wiseman needs to call
Allen Kidwell -*

212-8696

Jim Sasser Planning Committee

*Harris Reynolds
fly to recommended - The Relay, inc.*

701 West ...
Nashville, Tennessee 37206

Friday, June 11

8:00 AM Vanderbilt Alumni Breakfast (Tom Wiseman will meet you)

then consecutively visit:

UT Alumni Breakfast
Cumberland Alumni Breakfast

Memphis State Alumni Breakfast

* Remainder of day to be spent with lawyers at
TBA convention

2:00 PM ~~News conference - Joint Venture Room
Wyatt Regency Hotel~~

7:30 PM Coalition of Black Youth Dinner for Harold Ford
Holiday Inn - Rivermont - Holiday Room

*Andy Young- Guest Speaker

9:00 PM Fly to Nashville - Southern Flight #420

10:10 PM Arrive Nashville

RON Nashville

7 8 9 4 0 0 1 4 9 2 0

Jim Sasser Planning Committee

701 West 1st Street
Nashville, Tennessee 37205
615-259-1111

Saturday June 12

11:00 AM Tennessee Voters Council Quarterly State Meeting
Fisk University - Park Johnson Hall

2:30 PM depart for Porter Womack Fish Fry -
Bethpage, Tn.

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RON Nashville

Jim Sasser Planning Committee

701 West Third Street
Nashville, Tennessee 37206
615-259-7150

Sunday, June 13

12:00 Noon State Campaign Committee Meeting

Headquarters - 719 Main St.

1:30 PM Depart - Fly to Memphis

3:30 PM Introduce Harold Ford - Greater Prospect Missionary
Baptist Church - 1184 College Street

Leonia Milam = Contact

* Possible dinner meeting with Harold Ford
Myra Stiles - Contact

9:00 PM Fly to Nashville

10:00 PM Arrive Nashville

RON Nashville

Thursday, June 10

*off Broadway just before
Fountain City - to it*

7:45 AM *Early* "The Perry's Show" WBIR-TV
Wendell Live Appearance
 "Wilson Horde Will Meet You Here"

9:00 AM Depart for United American Bank

9:30 AM Appointment with Jake Butcher

10:45 AM Depart for Mayor's Office

11:00 AM Appointment with Mayor Randy Tyree

12:00 Noon Luncheon (arrangements by Wilson Horde)

1:45 PM Radio Interview at WIVE *588-6511*
 Mrs Hammond - contact at station

John Lawrence
Call at
noon to tell them Radio Interview at WNOX

5:00 PM Depart for Airport - *Allen B. Schimp*
450th Corps

5:53 PM Fly to Memphis - Southern flight #415

4:25 PM Arrive Memphis

7:30 PM *Dinner meeting - J.P. Murrell & friends - Airport Travel Lodge*

RON Hyatt Regency, = Memphis

June 18

Friday, 18 June, 1976

6 A.M. Leave Nashville for Lebanon.

7 A.M. Breakfast at the Sunset Rest. Hwy 251 South, across from Holiday Inn. Contact: Gentry Crowell, Richard Brodhead.

8 A.M. Leave breakfast in time to be at WCOR for a live radio show that begins at 8:10. Target Scene is the name of the show; it runs from 8:10 to 8:30.

9 A.M. Either Gentry or Richard will take you to see Ed Jenkins, associate editor of the Lebanon Democrat. After the interview, work the courthouse and the square downtown.

10:30 A.M. Leave Lebanon for Carthage.

11 A.M. Meet Jim Clemons (contact in Carthage) at his office. (Mid-Tenn Office Equipment) on the square. Mr. Clemons will take you to The Carthage Courier offices and to WRKM radio station.

12 noon Luncheon at Barker's Steak House on the square. After lunch, work the courthouse and square.

2 P.M. Leave Carthage for Cookeville.

79310014924

June 20

Jim Sasser Planning Committee

701 Woodland Street
Nashville, Tennessee 37204
615-259-7700

SUNDAY, June 20

1 P.M. Meeting at H. Q. with county chairmen and State Campaign Committee

5 P.M. Depart from Cornelia Fort Airport for Jackson, T.

6 P.M. Arrive Jackson - Contact: Bob Knight.
Bob will provide transportation to TML cocktail party at Civic Center which begins at 6:30.
Contact at TML Party: Dr. Jimmy Powers

8:30 Leave Jackson Airport for Dickson
Contact: Judge Durwood Moore

Overnight - Holiday Inn - Dickson Reservations are confirmed for three people

45-50 to Jackson

35-40 to

Jackson Memphis Division

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Jim Sasser Planning Committee

701 Woodland Street
Nashville, Tennessee 37206
615 250-7700

MONDAY - June 21

7 A.M. Judge Moore will take you to the Breakfast at the East Hills Restaurant which begins at 7:30. After the breakfast Judge Moore will take you around Dickson and to Charlotte (the county seat)

Local Media: Radio WDRN - Bill Potts 446-4000 (call and go by)
The Dickson Free Press - Call and go by
446-2885

11:00 Leave Dickson Airport for Jackson

11:30 Arrive Jackson Airport - Contact: Lillian Kolwyck
Lillian will provide ground transportation throughout the day

12:00 TML Luncheon at Civic Center - Contact: Jimmy Powers

1:45 Speak to TML Convention - All candidates have been invited to speak

3 - 6 Visit local media - Meet with Wade Thompson and Isiah Savage
Call Mr. Thompson at o-668-7305 or r-668-0312 and tell him where and when to meet with you. REST

Jackson Media: The Jackson Sun - 427-3333
Radio: WDXI - 427-9611 - ask for news dir.
WTJS - 427-3316
TV: WJAK - 424-1460
WBBJ - 424-4515

WJAK and WBBJ-TV did not answer our calls, but call them (as well as others) to see if you can go by for an interview.

A.H.I. 6:30 *ABWA DINNER - Keynote Speaker - Sue Jones will introduce you*

8 P.M. Leave ABWA Dinner for Airport - use your discretion on when to leave, but you should be in the air by 8:30

8:30 Leave Jackson for Nashville

Jim Sasser for U.S. Senate Committee - Gen. Exec. Comm. Treasurer

A copy of our report is filed with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

THURSDAY, JUNE 24

- 6:30 a.m. Leave 6027 Hillsboro for Springfield
- 7:30 a.m. Breakfast at Wingo's Restaurant--on Route #41
on right just before 5th Ave.
Contact: Jim Walton (Sasser County Chairman) 384-8444
Meet Jim Walton at Wingo's
- 8:30 a.m. Work downtown, courthouse and local media
- 9:30 a.m. Leave Springfield for Clarksville for an appointment
with Jim Charlet at 10:15
- 10:15 a.m. Appointment with Jim Charlet, The Clarksville
Leaf Chronicle, 200 Commerce
- 11:00 a.m. Leave Clarksville for Ashland City. Meet B. J. Boyd
at his office, 103 South Main (next to Arco
Station).
- 12:30 p.m. Luncheon at Bear Cub Den (turnout may be light).
- 2:30 p.m. Leave Ashland for Nashville HQ, 719 Main, next to
carpet store.
- 5:00 p.m. Lawyer's Party--Civic Hall Center--Public Square Bldg.
- 7:00 p.m. Party ends. Leave for Nashville HQ (address
for this HQ is 7th & Woodland.). Pep talk to
group of black volunteers that Cynthia put
together.
- 10:25 p.m. Leave for Knoxville. Southern Flight #420,
Arrive Knoxville 11:58.
- Overnight at Quality Inn Downtown, 5th Ave. Knoxville.
Telephone 546-6330. Reservation confirmed.

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615-256-7736



page 1 of 2

Friday, 25 June, 1976

- A.M. 7:30 Breakfast, Quality Inn Downtown, 5th Avenue.
- 9:15 Leave for Press Conference in front of TVA buildings downtown. Alternative site is Quality Inn if weather is inclement.
- 9:30 Press Conference.
- 10:15 Leave for Kingston.
- 11:15 Meet Boots Cook at his office. Work downtown and courthouse.
- Noon 12:00 Lunch with Boots and friends.
- P.M. 1:00 Leave for Rockwood. (15 min. trip) Visit mayor.
- 1:30 Interview at WOFE 562 S. Kingston Ave., phone 354-0580. Ray Baird is out of town.
- 1:45 Leave for Harriman. Interviews at: Today's News
512 Devonia St.
882-1313

WHBT 882-1600
- 2:30 Meet Ray Browder (Ed is out of town) at his office.
- 2:45 Leave for Oak Ridge.
- 3:00 Meet Don Layton at his office.
Don will take us to Clinton to work the courthouse and downtown.

A copy of our report is on file with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

It's time Washington heard You

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615 256 7736



page 2 of 2

- 4:00 Back to Oak Ridge. Meet with Keith Bissell to work shopping centers around 5 P.M.
 - 6:30 Meet with Anderson County Press at Alexander Motor Inn prior to Party.
 - 7:00 Fund-raising Party. Approximately 300 people expected.
 - 8:30 Leave Party for Rockwood Airport. Depart for Chattanooga.
 - 9:45 Arrive at Democratic Cocktail Party.
 - 11:00 Leave Chattanooga for Nashville.
- Overnight in Nashville.

A copy of our report is on file with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

It's time Washington heard You.

June 25

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615 256-7736

SATURDAY, June 25, 1976

- A.M. 8:00 Meet Harriet Haynes and Suma Clark at Hobble House in Murfreesboro.
- 8:30 Media Breakfast at Nelson's. Radio and newspapers will be there.
- 9:20 Leave for TVC Meeting, 306 Park-Johnson Hall, Fisk University. Ralph Sasser will be there.
- 10:00 Arrive TVC Meeting -- Screening will be held between 9:00 and 11:30. Endorsement Committee meets at 11:00.
- 11:30 Leave Meeting for Murfreesboro
- P.M. 12:10 Meet Suma and Harriet at Cannonburg. (Next to Shoney's on Broad Street). Senatorial Candidates will speak between 12:00 and 12:30.
- 12:45 Mingle with crowds and campaign
- 2:00 Visits, phone calls, possible rest at Harriet's house.
- 3:45 Leave for Rutherford County - Headquarters for Jim Sasser Opening, Reception and Fund Raiser.
- 4:00 Reception and opening of Rutherford County headquarters.
- 5:00 Leave for Airport - Murfreesboro Municipal.
- 5:15 Fly to Parsons, Tennessee: Cathy Lindsey, Jim Sasser and Johnny Pitts.
- 6:00 Arrive at Parsons for Rally. Contact-Mickey Larkin.
- 8:15 Leave Rally for Airport.
- 8:30 Depart for Memphis.
- 9:15 Arrive in Memphis. Lee Roberts is our contact.
- 9:30 Attend Memphis V.F.W. Cocktail Party - meet Lucius Burch in lobby of Rivermont for picture. Go to hospitality room for Sasser.
- 11:15 Depart for Airport.
- 11:30 Leave for Nashville. Stay in Nashville that night.

149 June 25, 1976 1 187

Jim S

Senator

P.O. Box 1450 Nashville, Tennessee 37202 615/256-7736

June 28-29

MONDAY, JUNE 28

- 6:00 a.m. Leave house for Nashville Bridge Company to shake hands at gate. Shelby Ave.
Contact: Tommy Jackson, meet at plant gate.
- 7:00 a.m. Leave for Cornelia Fort airport
- 7:30 a.m. Leave for Sparta
- 8:00 a.m. Arrive Sparta Contact: Mrs. Francis Looney
Wilhi Jarvis will pick you up at airport and take you to the Tennessean Restaurant for a breakfast.
- 9:00 a.m. Work the courthouse and downtown area. The two radio stations should be at the breakfast (WSMT, 836-3714; WUCR, 738-2256).
Call the two papers and go by: The Sparta-Expositor, 836-3718
Sparta Tennessean, 836-3930
- 10:30 a.m. Leave Sparta airport for Crossville
- 11:00 a.m. Arrive Crossville Contact: Bob Mitchell 484-5117
Local media will be at the luncheon: *with the manager*
Crossville Chronicle, 484-5145
Cumberland County Times, 484-4441
WAEW AM-FM, 484-5115
WCSV, 484-5168
- 12:30 p.m. lunch at the B&W Restaurant
- 1:30 p.m. Leave Crossville for Morristown
- 3:15 p.m. (NOTE CHANGE IN TIME ZONE) Arrive Morristown,
Contact: Paul Bruce, office, 586-9251, residence, 586-0861
Mrs. Nelson may be with him
Call local media and go by: Citizen Tribune, 581-5630
WCRK, 586-9101
WAZI, 586-9696
WMTN AM-FM, 586-7993

(Note, WAZI, WMTN, same owner, same address).
- 6:00 p.m. Rest, freshen up
- 7:00 p.m. Reception at Jack's Restaurant, 75-100 expected
- 8:30 p.m. Leave Morristown for Greenville, *fly* ~~drive~~ to Greenville.
Overnight at Greenville Holiday Inn, reservation for one double room--on 11-E by-pass
Contact: Johnny Greene

A copy of our report is on file with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

It's time Washington heard You.

PAID FOR BY COMMITTEE TO ELECT JIM SASSER TO US SENATE GARY BLACKBURN TREAS

Jim Sasser

U.S. Senator
P.O. Box 1450 Nashville, Tennessee 37202 615/256-7736

TUESDAY, JUNE 29

7:00 a.m. Breakfast at Sasser's Restaurant--80-100 expected including all local media. John M. Jones will also be at breakfast

9:00 a.m. Work downtown area and courthouse

10:00 a.m. Opening of Sasser HQ in Greenville

10:15 a.m. Leave Greenville for Johnson City ^{FLY - Johnson City will pick you to P.P.} by auto

10:50 a.m. Arrive Richard Johnson's office at the Professional Building in Johnson City. Richard is setting up an appointment with Carl Jones of the Johnson City Press Chronicle and others

12 noon Lunch at Holiday Inn in Johnson City

1:30 p.m. Press Conference at Tri-Cities airport

2:00 p.m. Dot Mattison will have someone pick you up at the press conference and transport you to Dot's house in Bristol for a coffee.

3:00 p.m. Coffee at Dot Mattison's, Bristol. After the coffee, rest at Mattison home until the rally

6:00 p.m. Blountsville rally, Central High School

9:00 p.m. Leave Tri-Cities airport for Nashville, Appalachian Flying Service

OVERNIGHT IN NASHVILLE

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It's time Washington heard You

WEDNESDAY June 30

- 9 A.M. Filming at Centennial Park - Meet Dennis Kostyk and film crew in front of Parthenon. The exact time needed for filming is unknown. Whenever you're finished return to H. Q.
- 1:45 P.M. Leave Nashville for Clarksville
Contact: Ross Hicks - 647-8349
- 2:30 Meet Ross Hicks and union representatives at Mack's Market on St. Bethlehem Hwy. across the street from the Trane Plant. They will work the plant gate with you. Take lots of literature and buttons.
- 4:15 Interview at WDXH - 115½ So. 2nd Street - 645-2411
- 4:30 Interview at WJZM
- 5 P.M. Reception at Hachland Hills

Return to Nashville H.Q. when appropriate
- 8:30 Leave Nashville by air for Brownsville

Overnight at Brownsville Motel at 328 West Main
Contact: French Richards
Reservations for 3 people - French will pick you up at airport and provide transportation to the motel.

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615/256-7736

page 1 of 2

Thursday, July 1, 1976

- 6:20 A.M. French Richards will pick you up at the motel and take you to the County Shop to meet employees as they arrive for work; then to T.V.A.
- 7:30 Breakfast at Harvey's Cafe on West Main. 50 people will attend.
- 8:30 Do local media: The States Graphic
17 E. Jefferson
772-1172
- WHBT radio
111 So. Washington Ave.
772-1730
- Go by to see Mr. Rawls.
Work downtown area and courthouse.
- 10:00 Leave Brownsville for airport.
- 10:30 Leave McKellar Airport for Memphis.
- 10:50 Arrive Memphis Airport at Memphis Aero.
Contact: Lee Roberts 323-6701
Lee will provide transportation.
- 11:15 Lunch with Knox Walkup and others -- place to be announced. After lunch work the mid-town mall on the way to Knox's office.
- 1:30 P.M. Press Conference at Knox Walkup's law office.
Suite 100, 1st American Bank Building.
- 2:30 Fund raising telephone calls from Knox's office.
- 3:30 Visit the H.Q. at 919 E. McLeMore.
J.P. Murrell and Rozelle Fields.

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PAID FOR BY COMMITTEE TO ELECT JIM SASSER TO US SENATE GARY BLACKBURN TREAS

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615.256-7736

315 Opening of Liberty Leaf page 2 of 2

- ▷ 4:00 P.M. Go to Rivermont. NAACP Convention.
A room where you can freshen up and rest will be provided.
- ▷ 5:00 Visit the Jim Sasser Hospitality Room at the Convention.
- ▷ 7:30 Depart Rivermont for Memphis Aero.
- ▷ 8:00 Depart Memphis for Knoxville.
- ▷ 10:45 Arrive Knoxville airport -- Cherokee Aviation
573-8347
Contact: Jim Petrone 584-1666
Ted Ray Miller may be with him.

Overnight Ramada Inn West 693-8111 693-8111
Reservations for two confirmed.

Change Holiday Inn on Dale Av. - 525-5371
Continued

Clark Porteus
526-2141 -
Pura See

John Duggan -
401 Cessna -
\$65 @ including fuel

P. 6

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It's time Washington heard You.

PAID FOR BY COMMITTEE TO ELECT JIM SASSER TO US SENATE GARY B. JOHNSON, TREAS.

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615/256-7736

page 1 of 2

Friday, July 2, 1976

- 7:00 A.M. Call WBIR radio (637-1010) from motel room for a phone interview. Steve Hart may have you call other stations as well. Steve will spend the remainder of the day with you and will provide transportation.
- 7:30 Leave Knoxville for Lenoir City.
- 8:00 Breakfast in Lenoir City at King's Inn.
- 9:15 Reception for press and public at Lenoir City utilities building.
- 10:00 Leave for Madisonville.
- 10:30 Interview with Mary Sartin of the Monroe County Observer.
- 11:00 Work courthouse and downtown, time permitting.
- 11:15 Leave for Sweetwater.
- 11:30 Work the Plaza 68 Shopping Center in Sweetwater. WDEH radio will be there to cover event.
- 12 noon Lunch at Marvelle West Restaurant. The Sweetwater Valley News should be at the luncheon.
- 1:00 P.M. Leave for Chattanooga.
- 2:00 Interview with Ruth Holmberg and Norman Bradley of The Chattanooga Times. 117 E. Tenth St. 267-2161
- 2:45 Leave for WRCB-TV (Ch. 3) 900 Whitehall Rd.

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PAID FOR BY COMMITTEE TO ELECT JIM SASSER TO US SENATE GARY B. JOYCE, CHAIRMAN

Jim Sasse for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615-256-7736

page 2 of 2

- 3:00 P.M. Taping of Jaycee Question of the Week.
Taping actually begins at 3:15. Either
Bill Raines or Tom Carter will do the
interview. Taping lasts for 30 minutes.
- 3:45 Leave WRCB for airport. Tenn. Airmotive, Inc.
(Piper dealers)
892-9331
- 4:15 Leave Chattanooga for Cornelia Fort Airport,
Nashville.
- Overnight in Nashville.

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It's time Washington heard You.

PAID FOR BY COMMITTEE TO ELECT JIM SASSE TO US SENATE GARY BLACKBURN TREAS

July 4

SUNDAY - July

- 8:15 Leave Memphis for Paris Airport for Memphis
- 8:45 8:45 - 9:15 - Contact - Call Schlewing
Karl ... at you at Memphis Aero
- 10:00 Arrive ... of Liberty Park
- 10:30 Visit ... at 919 Holomore
- 11:00 Progressive N.V.P. church at 394 Vano Dr.
Rev. G.D. Collins - 3-5 Min Speaking
Rosalie ... will be with you
- 12:30 St. Peters Orphanage Picnic - Knox Walker will meet you here
- 1:30 Leave St. Peters
- 1:40 Opening of Mid-America Mall
- 2:10 Leave for Airport
- 2:30 Leave Memphis for Nashville

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MONDAY JULY 5

8 P.M. Leave Big Brother Flying Service for the McMinn Co. Airport
Arrive app. 10 P.M. EDT
John Ray McKeehan will pick you up at airport and provide
transportation to the Sheraton Inn in Athens.
Reservations for two are confirmed
Sheraton phone #745-1212

73040744940

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615-256-7736

TUESDAY - JULY 6

7:30 Breakfast at Sheraton - John Ray McKeegan and Steve Hart will be there.

8:30 Do local Media: Call and go by:
The Daily Post Athenian - 745-5664
(We tried to contact , but were not in)

WENR 837-7291 Athens-Englewood Rd.

WLAR 745-1314 206 Washington Ave., N.E.

WYXI 745-1390 14 Decatur Pike

Work downtown area and Courthouse

10:30 Depart Athens for Chatt.
Steve Hart will drive you to Chatt.

11:30 Arrive Chatt. at Sheraton Downtown.
Dan Mayfield will meet you here.

12 Noon-Lunch being arranged by Dan

1 P.M. Relax in room until Press Conference

1:30 Press Conference in Lobby of Sheraton
All media has been contacted

2:45 Tour City Hall

4 P.M. Work the shift change at the city yards

4:30 Rest in Room prior to fundraiser

5:30 Fundraiser in Sheraton

7:30 Meeting with youth volunteers in room

9 P.M. Leave Sheraton for Mont Eagle by Auto

9 CDT Arrive Holicay Inn in Mont Eagle
Overnight here



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It's time Washington heard You.

WEDNESDAY July 7

7 A.M. Have breakfast at Holiday Inn. There will only be coffee and pastry at the Courthouse in Altamont.

7:30 Leave for Altamont - Ty will drive you

8:00 Coffee in the courtroom

8:40 Leave Altamont for Tracy City

9:00 Visit Grundy Co. Herald in Tracy City - 592-2781
Do Downtown Area

10:00 Leave for Monteagle - Work downtown

10:30 Leave Monteagle for Manchester

11:00 Arrive Manchester - Meet Buck Ramsey at Holiday Inn
Do local Media:
- Manchester Times - 728-7577
WMSR radio - 728-3526

12:00 Lunch at Holiday Inn
Work the courthouse and downtown

2:30 P.M. Leave Manchester for Tullahoma

3:00 Arrive Tullahoma - If Don Ray is not already with you, meet him at his office at 601 N. Jackson
Do local media:
- Tullahoma News - 455-4545
WJIG radio - 455-2607
Work the downtown area with Don Ray

5:00 Rest and freshen up at Don ray's home

6:00 Dinner at the Lake Wood County Club

7:10 Leave Country Club for Northern Field

7:30 In the air for Nashville - Arrive Big Brother at 8 P.M.

8:30 Meeting at VAB Nashville

Wm. Hicks - Supt. of Correction

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615/256-7736

THURSDAY July 8 (con't)

- P.M.
- 4:45 Leave downtown for Huntingdon Airport
 - 5:00 Leave Huntingdon Airport for Memphis
 - 5:30 Arrive Memphis Aero - Karl will pick you up
 - 6:15 Meeting with AFSCME at 280 Hernando
Karl will brief you on the meeting when you arrive
 - 7:00 Leave AFSCME meeting for Sheraton at 889 Union
Rest in room and have something to eat
 - 7:30 Fund raiser starts - JRS should not appear until around
8 P.M. - Stay at the fundraiser for about an hour
 - 9:00 Leave Sheraton for Memphis Aero
 - 9:30 Leave Memphis Aero for Covington Airport
 - 10:00 Arrive Covington Airport
Mr. and Mrs. Harry Sasser will pick you up at the airport
and take you to Baxter Motel - reservation for 1 double
and 1 single room are confirmed.

FRIDAY JULY 9

- A.M.
- 7:00 Mrs. Sasser will pick you up at the motel to take you
to breakfast.
 - 8:00 Breakfast at the Four Seasons Restaurant
The Covington Leader should be at the breakfast.
After the breakfast go by WKBL - 476-7129 for a taped interview
Then work downtown area and courthouse if possible
 - 9:45 Leave downtown for Covington Airport
 - 10:00 Leave Covington for Milan
 - 10:30 Arrive Milan - Dolly Red Spain will pick you up and
take you to Trenton
 - 10:45 Arrive Trenton - work courthouse and square
Dolly Red is arranging for the local media

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It's time Washington heard You.

PAID FOR BY COMMITTEE TO ELECT JIM SASSER TO U.S. SENATE GARY BLACKBURN 1984

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615-256-7736

FRIDAY JULY 9 (Cont.)

- P.M. 12:15 Leave London for Milan
- 12:30 Lunch in Milan at Holiday Inn
Local media will be at lunch
- Work downtown after lunch
- 1:45 Leave Milan for Humboldt
- 2:00 Arrive Humboldt - Do local media (Dolly Red will arrange)
Work downtown
- 3:15 Leave Humboldt Airport for Dyersburg
- 3:45 Arrive Dyersburg airport - Contact: Skipper Riley
o-285-5074
r-285-8567
- Do local media:
State Gazette (daily)--285-4091
WDSG---285-1294
WTRO---285-1330
- Work courthouse and downtown
- Reception that evening - format and location to be determined
- 8:30 Leave Dyersburg by air for Reel Foot Lake State Park
- 9:00 Arrive Reel Foot Lake - Contact: Dave Fowler--885-2917
Overnight at Blue Bank Motel--253-6878
Dave will provide ground transportation

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PAGE FOUR BY COMMITTEE TO ELECT JIM SASSER

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615/256-7736

SATURDAY JULY 10

- 7 3 0 0 0 1 4 9 4 6
- A.M. 7:30 Breakfast at Motel - approximately 65 people
- 8:30 Leave breakfast en route to Union City
You will visit several small towns on the way to Union City:
Hornbee
Obion
Troy
- 11:00 Arrive Union City - Dave Fowler and Bill Acree have several events planned including a picnic at the fair grounds, visit to shopping center, etc.
The local media is being taken care of by Dave
For reference, the local media includes:
The Union City Daily Messinger--885-0744
WENK--885-1240
- P.M. 1:30 Leave Union City Airport for Nashville
- 2:30 Arrive Nashville - Cornelia Fort
- 3:00 Mini-Convention - Fairgrounds

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PAID FOR BY COMMITTEE TO ELECT JIM SASSER TO US SENATE GARY BLACKBURN TREAS.

MONDAY JULY 12

P.M. 1:30 Leave Nashville for Columbia with Bill Leach
Bill will brief you on the Farm Bureau

2:00 Meeting with Farm Bureau

Time permitting, work the courthouse and downtown areas
First priority is media
The Daily Herald--388-6464
WKRN--388-3636
WMCP--388-241
WKOM-FM--388-0101

6:00 Leave Columbia for Lewisburg. Meet Jack Adams in his
office - Rest.

7:00 Marshall County Fundraiser

9:15 Leave for Shelbyville
Overnight at Pitts' home

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TUESDAY JULY 13

A.M. 7:00 Be at motel to greet people who can't make breakfast
7:30 Breakfast at the Shelbyville Inn
8:30 If local media were not at breakfast, call and go by:
Shelbyville Times - Gazette--684-1200
WHAJ--684-1400
WLIJ--684-1514
9:30 Coffee at Chamber of Commerce
Work the square and courthouse
10:15 H. Q. opening
10:30 Depart Shelbyville by air en route to Savannah
Carl Spray will provide air transportation on Tuesday
11:15 Arrive Savannah
Contact: David Jerrolds o-925-2662 r-925-9523
Call and go by local media:
Savannah Courier--925-2951
WORM AM-FM--925-4981
NOON 12:00 Lunch with the Rotary Club
P.M. 1:00 Work Square and Courthouse as well as any other appropriate
places
2:15 Leave Savannah for Lexington by air
2:45 Arrive Lexington
Contact: Fred St. John o-968-9592 r-968-6184
3:00 Work shift change at Century Electric
3:45 Do interview with WLIV--823-1226
Livingston Enterprize--823-1274
Overton County News--823-5240
Work the downtown area and courthouse
6:00 Dutch supper at County Boy Restaurant
8:00 Depart Lexington by air for Paris
8:30 Arrive Paris
Contact: Bob Veazey o-642-3102 r-782-3923
Bob will pick you up at airport
Overnight at Avalon Motel--642-4121
Reservations for 1 double room confirmed

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11:00 A.M. ...

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11:25 A.M. ...

Should have earlier to stop at Peterborough & Belfast

1:00 P.M. ...

1:00 P.M. ...

FRIDAY - JULY 16

A.M.

- 5:45 Depart House
- 6:00 Arrive Rolling Mill Hills at 35 Peabody St.
Councilman Leon Rubin will meet you there. This is the garage.
- 7:00 Leave Rolling Mill for 2nd Ave. Fire Hall at 500 2nd Ave. North
- 7:15 Arrive Fire Hall
Chief Ackerman will meet you there and show you around
- 7:45 Leave Fire Hall for breakfast at the Trinity Lane Howard Johnson's
- 8:00 Breakfast with Jim McDowell, Robert Reid, W.C. Deberry
(Chairman of board, Clarence Powell (Pres.) and John Collier -
Dairymen Incorporated
- 8:45 Leave breakfast for Airport - Nashville Flying Service
- 9:00 Depart for Knoxville
TIME CHANGE
- 10:50 Arrive Knoxville - Downtown Island Airport
Contact: Jim Petrone - Jim will take you to Don Leak's office -
Vally Fidelity Bank Building - 11th floor
- 11:30 Go to Sid Gilreath's office on Gay St.
40 people have been invited - money people
- P.M. 12:30 Go to Farragut - ½ hour rest before Press Conference
- 1:00 Press Conference in Ball Room of Farragut
- 1:30 Meeting with Managing editor of Knoxville News Sentinel
- 2:15 Leave for airport
- 2:20 Depart for McMinnville

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THURSDAY July 19

- A.M. 6:45 Be at Nashville Flying Service
- 7:00 Depart Nashville Flying Service for Tri-Cities
- TIME CHANGE
- 9:15 Arrive Tri Cities - The plane can pull up to gate 7 at the main terminal to unload and load - Contact: Dot Mattison
- 9:30 Press Conference in conference room at Main Terminal--323-6271
- 10:00 Depart Tri-Cities for Knoxville - Cherokee Aviation
- 10:30 Press Conference at Cherokee Aviation--573-8347
Contact: Jim Petrone
- 11:00 Depart Knoxville for Chattanooga
- 11:30 Press Conference in the pilots lounge at the main terminal
Dan Mayfield will be there.
Russ can pull the plane right up to the main terminal under the tower.
- P.M. 12:00 Lunch in the restaurant at the airport.
- 1:00 Depart Chattanooga for Memphis - Memphis Aero
TIME CHANGE
- 1:15 Arrive Memphis Aero---901-332-1362
- 1:30 Press Conference in the conference room upstairs at Memphis Aero
- 2:00 Depart Memphis for Nashville - Nashville Flying Service
- 3:15 Arrive Nashville Flying Service--367-3300
- 3:30 Press Conference in Lobby of Nashville Flying Service
- 4:00 Depart Nashville Flying Service for McMinnville
- 4:30 Arrive McMinnville Airport - John Collier or Harold Palmer will pick you up.
- 4:45 Hospitality rooms at Hillcrest Motel - Rooms 37 & 38
JRS will be able to freshen up in one of these rooms. **473-2181**
- 5:45 Depart McMinnville for Lebanon
- 6:15 Arrive Lebanon - Richard Brodhead will pick you up at the airport and take you to the square in Lebanon where the Lebanon Democrat is sponsoring a political rally. The Rally starts at 6 P.M. - Food and Entertainment
The speaking starts at 7 P.M.
Sam Hatcher of The Democrat has promised JRS can speak at the very beginning of the program. As soon as JRS finishes speaking, LEAVE the rally for the Airport - Mary will meet you in Lebanon and go with you to McMinnville and then on to Knoxville.
- 7:20 (Or Sooner) Depart Lebanon for McMinnville
- 7:40 (Or Sooner) Arrive McMinnville Airport - John or Harold will pick you up and take you to the Rally at the Civic Center.
- 9:30 Depart McMinnville for Knoxville - Cherokee Aviation
TIME CHANGE
- 11:00 Arrive Knoxville - Jim Petrone will provide transportation
- Overnight at Quality Inn - 5th Ave.--546-6330
Reservations for 1 single room and 1 double room confirmed

Delate

Tuesday July 20

A.M. 5:45 Leave the house for Lebanon - Exit 231 off I-40; turn left at 2nd traffic light (past square) turn left - at 2nd light turn left (Firehall) - Plant is here - Precious Rubber
Contact: James Roberts (Pres. of local) & Elmer Stafford (Chief Steward)

7:30 Depart Lebanon for Nashville - Meet Charles, Wally & Howard at Hyatt Regency for breakfast

8:00 Breakfast at Hyatt

9:30 Press conference at Legislative Plaza

10:00 Leave for airport - Big Brothers

10:13 Leave Big Brothers for Gainsboro Airport

10:40 Arrive Gainesboro - Contact: Hugh Lee Pharris
Hugh will be at airport and will provide transportation

Local Media:

Jackson County Sentinel--268-7463

Jackson County Times--268-9083

Work downtown

11:50 Leave for Airport

12:00 Depart Gainesboro for Cookeville Airport

P.M. 12:15 Arrive Cookeville - Contact: Dr. Vaden

12:20 Luncheon at Red Carpet Inn

1:30 H.Q. Opening

2:00 Visit Local Media:

Herald-Citizen (Daily)--526-9715

The Dispatch--526-7161

WHUB-AM-FM--526-2131

WPTN-AM-FM--526-7144

3:00 Leave for Monterey

3:20 Arrive Monterey - Tour Town

4:00 Leave Monterey for Cookeville

4:30 Leave Cookeville Airport for Livingston

5:00 Arrive Livingston - Contact: Pat Officer
Pat will take you to fundraiser at Dr. Quarles'

5:30 Fundraiser at Dr. Quarles

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Tuesday July 20 (Con't)

6:45 Leave fundraiser for airport

7:00 Depart Livingston for Oak Ridge

8:30 Arrive Oak Ridge (Oliver Springs Airport)

Contact: Allen Beauchamp

Allen will provide transportation to and from Governor's rally

9:30 Depart Oak Ridge for Nashville

Overnight - Nashville

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WEDNESDAY July 21

- A.M. 7:15 Depart house for Dept. of Highways at 2200 Charlotte
- 7:30 Arrive Dept. of Highways
Contact: Mr. John Burks (Rm. 322 - #741-4725)
Mr. Burks will meet you at back door.
- Work back door from 7:30 till 8:00
- Tour of building from 8:00 to 8:30
- 8:30 Visit Fire Hall across the street
Chief Ackerman will meet you there
- 9:00 Visit Police Station at 3800 Charlotte
WSM News will pick us up here - Allen Griggs and camaraman
- 9:30 Visit Farmers Market at 8th and Jefferson
Crowd may be light, but this should be good filmable material
- 10:05 Leave for City Hall
- 10:15 Meet George Rooker (Circuit Court Clerk) in his office
George will take you around Courthouse.
After Courthouse - return to Headquarters.
- 11:30 Meeting with Joe Clinard at H.Q. *confirmed*
- 11:58 Depart H.Q. for Hilton Inn
- P.M. 12:00 Sigma Delta Chi Luncheon
- 1:45 Depart for Lakewood City Hall *847-3711*
- 2:00 Arrive Lakewood City Hall - Contact: Guy Smith
Guy will take you around City Hall
- If time permits, stop at any local stores, fire halls,
etc. and shake hands.
- 3:30 Arrive at Dupont - Park in Visitors Parking Lot
Contact: Charlie Boggott - 643-4225
Shift change coming in - Charlie will meet you at parking
lot - ~~at main office door~~
- 4:00 Return to H.Q.
- 5:30 Leave for Columbia
- 6:30 Columbia H.Q. Opening - On the Public Square--381-2655
- 8:00 Meeting in Bill Leach's office
Cathy will take you there
- 9:00 Depart Columbia by air for Waverly
- 9:30 Arrive Waverly - Contact: Jimmy Powers
Jimmy is taking care of accomodations for overnight

THURSDAY July 22

A.M. 7:30 Coffee and donuts at the courthouse - Jimmy Powers, host
Media should be there:
The News Democrat--296-2426
WPHO radio--296-2456
WVBT-FM--296-2456
Work downtown or whatever is appropriate

9:00 Depart Waverly by air for Nashville Flying Service

10:00 Arrive Nashville - Leave immediately for Ashland City
Donna McCool, Stephen Reed of the Banner and Charlie
will be with you

10:45 Arrive Ashland City for a H.Q. Opening - Main Street

11:30 Depart Ashland City for Nashville H.Q.

P.M. 12:00 Arrive H.Q.

12:40 Leave for WSM

1:00 Teddy Bart Radio Show

2:30 Return to H.Q.

2:50 Leave H.Q. for Nashville Flying Service

3:00 Depart for Knoxville - Downtown Island Airport
TIME CHANGE

5:00 Arrive Knoxville - Steve Hart or Jim Petrone will pick you up.

5:30 Arrive at Presidential Complex on U.T. Campus to campaign
at Dining Hall - Eat dinner - Visit with Besson reporter

6:45 Leave for Oak Ridge Civic Center

7:05 Arrive Oak Ridge Civic Center for LWV meeting
Meeting starts at 7:30 - JRS will be first on program
LEAVE AT 7:40

8:00 Arrive Ivanhoes for Fundraising Dinner

9:15 Leave for Airport

9:30 Leave for Tri Cities - Appalachian Flying Service--764-3518

10:00 Arrive Tri Cities - Dot Mattison will pick you up at
the airport and take you to the Holiday Inn in Bristol

10:30 Arrive Bristol Holiday Inn - reservations for 1 double
and 1 single room confirmed.

FRIDAY July 23

- A.M.
- 7:30 Eat breakfast at Holiday Inn - Trayers Restaurant
 - 8:30 Leave Bristol for Airport Press Conference
 - 9:30 Press Conference at Tri-Cities Airport
 - 10:00 Depart for Johnson City - Richard Johnson will provide transportation
 - 10:30 Meeting with Johnny Jones, Managing editor of Johnson City Press Chronicle (Carl Jones' son)
Tim Jones, another son may also be present. Carl is out of town
 - 11:00 Leave Johnson City for Flying Service - Tri Cities Airport.
 - 11:15 Depart for Knoxville - Downtown Island Airport
 - 11:40 Arrive Knoxville - Steve Hart will pick you up and provide transportation to U.T. Law School
- P.M.
- 12:00 Address to students and faculty of U.T. Law School
Press has been invited - Q & A following speech.
J.W. Luna is SBA Pres.
 - 1:30 Meeting with Ralph Millet - editor Knoxville News Sentinel
 - 2:30 Holston Manufacturing
 - 3:00 Meet with Thomas Lovely at H.Q.
He will take you to meet black ministers
 - 4:00 Go to Quality Inn on 5th
Rest until Fundraiser at 5:00
 - 5:30 Attend Fundraiser at Quality Inn
 - 7:15 Leave for WBIR studio
 - 8:00 One hour All Candidates Q & A
 - 9:00 Go by party at Fred LeClerq's
 - 9:30 Depart by auto for Harriman Holiday Inn
Reservations are reserved for two.

SATURDAY July 24

- A.M. 8:00 Breakfast at Harriman Holiday Inn
Contact: Richard Evans 0-376-5353 r-376-6161
- 9:00 Work downtown Harriman area shopping centers, etc.
Local Media:
Today's News--882-1313
WHBT--882-1600
- 9:45 Leave for Rockwood
- 10:00 Arrive Rockwood - Work downtown, etc.
Local Media:
The Rockwood Times--354-9162
WOFB--354-0580
- 10:30 Leave Rockwood for Crossville
TIME CHANGE
- 11:00 Arrive Crossville
Contact: Bob Mitchell (Sasser Co. Chm.) 0-484-5117 r-484-6378
Meet Bob at Mitchell's Drug Store
- Take the Jamestown exit off I-40. The drug store is at 301 main Street. Mr. Mitchell will take care of the media
- Visit the flea market, stockyards, downtown, etc.
- P.M. 1:30 Depart Crossville for Sparta
- 2:15 Arrive at the Sparta airport - Airport Dedication
Local media has been informed that you will be here.
Mrs. Francis Looney will meet you at the airport.
- Visit town - general handshaking
- 4:15 Depart Sparta for Smithville
- 5:00 Arrive Smithville - DeKalb Co. Rally at Greenbrook Park
Rally actually begins at 5:30. JRS can speak at about 6:30 or a little earlier
- 6:45 Depart Smithville for Watertown Rally
- 8:30 Depart Watertown for Nashville

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615 256 7736

Sunday, July 25

- 9:30 In office for an hour for phoning
- 10:15 Leave HQ for St. Luke's CME -- 2008 28th Ave. North.
The pastor is John Glenn.
Councilman John Driver will meet JRS at HQ at 10 a.m.
and attend these churches with JRS.
- 10:30 Shake hands at St. Luke's JME
- 11:00 Meet Rep. Charlie Pruitt at the Pilgrim Emanuel Baptist
Church at 10th and Douglas.
Rev. Graves is pastor. Graves is also President of the
ministerial association.
JRS will speak here.
- 12:15 Shake hands at Lee Chapel, 18th and Scovel, as the service
is getting out.
Rev. Carl Jones is pastor.
- Return to HQ.
- 1:00 Meeting with Hugh Brown and Don Hogen of the Steelworkers.
They are delivering money.
- 3:00 Attend meeting of County chairmen and steering committee
at the Med A. Room at the Sheraton on Broad.
- 3:30 Return to HQ.
- 4:30 Meeting with Walter Johnson.
- 5:00 Depart for YMCA at 3700 Ashland City Highway to meet with
postal workers.
Mr. Ben Wiley requested JRS's presence.
- 5:15 Meeting with Postal Workers begins.
- Return to HQ.
- 6:15 Leave for Gordon Memorial Methodist Church at 2334 Harmon St.
- 6:30 *Ralph* Political meeting at Gordon Memorial. Dr. Williams is
in charge.
- Return to HQ.

(cont.)

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It's time Washington heard You.

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville Tennessee 37202 615 259-7736

Sunday, July 25, page two

8:45 Leave for Madison Church of Christ.

9:00 Meeting with Stephen, Phillip and Ira North in Ira's office at Madison Church of Christ.

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MONDAY, JULY 26

- AM 8:00 Depart house for Cornelia Fort Airport
- 8:30 Depart Airport for Fayetteville
- 9:15 Arrive Fayetteville--Buddy Phillips will pick you up at a-port
- 9:30 Appear on radio WERK's "Pot Pourri" show from 9:35-10:00 AM
this free talk-show time has been confirmed as being available
on July 26
- 10:15 A coffee and doughnut reception in the community room of the
Union National Bank from 10:15-10:45
- 10:45 Visit Lincoln Co. Court House, Lincoln Co. Bank and Peoples
Bank of Elk Valley for approximately 20 minutes each.
- 11:30 Dutch treat lunch at Stone Bridge Restaurant from
11:30-12:15
- PM 12:15 Depart for Airport
- 12:30 Depart from Airport for Chattanooga
- 2:00 TIME CHANGE
Arrive Chattanooga--Tenn. Airmotive--
Danny Mayfield will meet you
- Call on or go by to see Mr. Bradley at the Times to
thank him.
Danny is setting up a walking Tour to shake hands in
downtown Chattanooga that will be covered by Media
- 5:00 Rest in hotel room before dinner
- 6:00 Dinner
- 7:30 Attend Central Labor Council meeting at IBEW meetin at
3922 Volunteer Drive
When meeting is over depart for airport and return to Nashville

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615/256-7736

WEDNESDAY-- 28 JULY

- 7:30 Leave Big Brothers for Memphis
- 8:45 Arrive Memphis Aero--
Rebecca Fields & Knox Walkup will pick you up--
- 9-11 General Carpaingning--U.T. medical units--
Memphis State--Black community
- 11:30 Lunch with Realators at Monty's restaurant, at
3788 Sumner Avenue--
JKS will speak--
- 1 P.M. 30 min. radio show on WWEE--the format is an
interview coordinated by Mike Cody and Oscar
Edmonds--
- 1:45 Walking tour of downtown area with Lucius Burch
& others--Lucius is involved in downtown redevelopment.
This will be covered by media--
- 2:30 Meeting with Mike Grehl--Commercial Appeal
- 3:30 Meeting with Milton Britton--Press Semitor
- 5:00 Reception in Lucius Burch's office--
- 7:30 Open house at Sheraton on Union--
- 9:30 Depart Memphis Aero for Nashville--Big Brothers--

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It's time Washington heard You

Schedule for Jim Sasser

Friday, July 30, 1976

- 7:15 A.M. Leave hotel for South Central Bell on Elm Street - 100-150 employees come to work at 7:30. Jack Hayes (CWA President) and Jake Steel of the telephone company will meet you here.
- 8:00 A.M. TBA
- 9:30 A.M. Tour construction site at the city and county building - Gene Cormah (Building trades) and County Judge Howard Bozeman will tour site with JRS.
- 10:15 A.M. Leave site for Ramada Inn West - Kingston Pike across from Mall.
- 10:30 A.M. Address the OCAW Convention at Ramada Inn - Doug Stevens is contact
- 11:15 A.M. Leave Ramada Inn for South Central Bell, Main Office on Magnolia
- 11:30 A.M. Lunch with the operators at South Central Bell.
- 11:50 A.M. Leave South Central Bell for Cherokee Flying Service.
- 12:15 P.M. Depart Knoxville for Nashville
- 12:30 P.M. Arrive Nashville Flying Service - To Headquarters.
- 2:00 P.M. Press Conference at Legislative Plaza - Return to H.Q.
- 5:30 P.M. Summer Salad Supper at corner of Hillsboro Road and Cedar Lane. *Fulton has a commission studying the project.*
- After supper stop by the Fish fry at the Clark Memorial United Methodist Church - 14th Ave. N and Clark.
- 9:00 P.M. North Nashville rally - 26th & Clarksville Hwy.
- Overnight Nashville.

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615-256-7736



Mon Aug 2 -

08080014966

- 7:30 National Life gate. 8th Avenue entrance.
- 8:00 Proceed to state office Building Cordell Hull. Work the office building.
- 8:55 Go to Andrew Jackson Building
- 9:00 Andrew Jackson Cafeteria. Work untill crowd disperses.
- 9:45 Proceed to Third National Bank
- 10:00 Third National Bank
- 11:00 Shake hands with Church St. area
- 1:00 Lunch
Rest, phone calls, etc.
- 6:00 Go to WSM for Make-up
- 7:00-7:30 T.V. Show
- 7:45 Political Rally at Fairgrounds
- 9:00 Possible South Minister Presbyterian Church--Danby and Harding Place.

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It's time Washington heard You.

PAID FOR BY COMMITTEE TO ELECT JIM SASSER TO US SENATE GARY BLACKBURN TREAS

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615-256-7736

THURSDAY AUGUST 3



- 57
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10014937
- A.M. 6:10 Depart house for Ford Glass Plant
Centennial Blvd.
- 6:30 Work Ford Glass Plant with Dave Dyer,
Charley Clairaday, Jerry Robertson,
and Jim Turner.
- Depart for Big Brothers --361-3000
- 8:00 Depart Big Brothers for Jackson Airport
- 8:45 Arrive Jackson Airport
- 9:30 Press Conference at Jackson Airport
- 10:00 Depart Jackson for Memphis Aero
- 10:30 Arrive Memphis Aero - Knox Walkup will provide transportation
- 11:00 Press Conference at Sheraton on Union
- 11:30 till 2:00 General campaigning at shopping centers or office
buildings - should have lunch during this time
- P.M. 2:30 Depart Memphis Aero for Nashville - Big Brothers
Issac Hayes and one other will return with JRS and Mary
on this flight.
- 3:30 Arrive Nashville - Big Brothers - Return to H.Q.
(Two cars are needed.)
- 4:00 Leave H.Q. on a caravan tour of north Nashville
End the tour at the North Nashville H.Q. at 27th and Jefferson
- 5:30 Leave rally for Big Brothers
- 6:00 Depart Big Brothers for Memphis Aero - Mary will not make
this trip.
- 7:00 Arrive Memphis Aero - Caravan to rally at the Club Rosewood
1905 Lauderdale St.--774-2764
- 8:30 Leave Rally for Memphis Aero
- 9:00 Depart for Nashville - Big Brothers
- 10:15 Arrive Big Brother
Overnight at home.

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It's time Washington heard You.

Jim Sasser for your U.S. Senator

P.O. Box 1480 Nashville, Tennessee 37202 615-256-7776

August 4, 1976



7 a.m. Depart Big Brothers for Chattanooga - Tennessee Airmotive.

TIME CHANGE

- 8:45 Arrive Tennessee Airmotive - Dan Mayfield will meet you - Drive to Sheraton.
- 9:30 Press Conference at Sheraton Downtown
- 10:00 Shake Hands w/ State-wide Masonic Convention
- 10:30 Leave for Airport
- 11:00 Depart Tennessee Airmotive
- 11:30 Arrive Knoxville - Downtown Island Airport - WTVK will be there to interview the family
- 12:00 Quick Lunch - Call Ralph Millet (Knoxville News Sentinel 523-3131) if time allows.
- 12:30 Interview at WJBE Radio 637-1430
- 1:00 Interview at WBIR-TV Studio 637-1010
- 1:45 Interview at WATE-TV Studio 637-9666
- 2:15 Interview at WETE radio (this is optional) 546-6121
- 2:45 Interview at WIVK radio 588-6511
- 3:15 Depart Knoxville Island Home Airport for Big Brothers, Nashville

SCHEDULE FOR JRS SATURDAY - 28 AUG

AM

- 7:15 Leave house for Connelia Fort Airport - #2620456
- 7:25 Depart Nashville for Columbia - Mt. Pleasant Airport
Contact: Marshall Ledbetter - 388-9385--Marshall will pick you up at the airport & provide ground transportation to and from the breakfast--
- 8:15 Arrive Columbia--
- 8:30 Breakfast at the Ledbetter's home-- Mr. & Mrs. Ralph Sasser, Sen Blank and wife, Sam Kennedy as well as other guests will be there--
- 9:45 Depart the Ledbetter's for the Columbia airport--
- 10:15 Depart Columbia for Memphis -- Memphis Aero 332-1362
- 11:15 Arrive Memphis Aero - Knoxville will pick you up at the airport and provide transportation--Knox will take you to the YD luncheon at Tom Lea Park--
JRS is the featured speaker at the luncheon

PM

Following the luncheon Knox wants Jim to work the rest of the crowd at the park and then make phone calls from Knox's office--Wade Thomson from Jackson will call Knox's office between 3 & 4--He wants to meet with JRS for a few minutes.

- 5 Go to the Hilton where JRS has a room -- freshen up and rest--
- 6 Attend the Bar B Q for Harold Ford -- 3631 Shady Hollow
- 6:45 Leave Bar B Q for the YD Dinner at the Hilton Airport -- the Cocktail hour at the dinner is from 6 to 7:30--
Dinner begins at 7:30.

As soon as the dinner is over -- or earlier if possible -- leave YD Dinner for airport and depart for Nashville

Overnight -- Nashville

Sunday 29 August--

First meeting on Sunday is at 12 noon with the Brotherhood of Railway & Steamship Clerks at the Sheraton Downtown in the Cabinet Room on the 2nd Floor. This is a meeting of the Legislative Representatives--the chairman and our contact is LG Freemon. JRS is to speak briefly to the group.

Sunday 29 August (cont.)

PM

6:30

Depart for Airport -- Leave Nashville at 7:10 on Braniff
Flight #712 arriving Washington, D.C. at 9:30 PM.

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SCHEDULE FOR JAMES R. SASSER - Contact at DNC 797-5900

Susan (works for Bob Ru

Monday, August 30

Morning

9:00 NEA - Rosalyn Baker - 1201 16th, N.W. - 202-833-4324

Afternoon

12:15 Congresswoman Marilyn Lloyd - 1017 Longworth Building
Lunch - Clifford Allen; Harold Ford; Marilyn Lloyd;
Ed Jones. (not Evins)

1:30 Teamsters - Bradley O'Hara - 25 La. Avenue, N.W. - 624-6829

3:00 Senate Campaign Committee - Charlie McBride - Room 130
Russell Building (Old) - 224-2447

4:15 Senator Gary Hart - Room 6327 Dirksen Building (New)

5:00 Allan Cranston - 452 Russell Building

5:30 Wendell Ford (Bumpers; Byrd ??) - 2102 Dirksen Building (N

Evening

7:30 Don Fowler Fund Raiser at Hyatt Regency

Tuesday, August 31

Morning

7:30 (Tentative) Breakfast - Bennett Johnston, La., Chairman
of Senate Campaign Committee

9:00 Keefe - O'Connell
(meeting until 1:00 p.m.)

Afternoon

2:15 Flight to Nashville

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SCHEDULE FOR JAMES R. SASSER

Tuesday, August 31

Afternoon

- 2:45 Arrive in Nashville, Russ Hancock will meet at Braniff terminal for flight to Shelbyville
- 3:15 Arrive in Shelbyville - will be picked up by Dr. John Burns (#684-8445)
- 3:30 Opening Democratic Headquarters - Other local candidates in attendance - Also Gore and Cochran - Press will be there
- 5:00 Reception at Mrs. Prentice Cooper's, 413 E. Lane Street (#684-3621)
- 7:30 Attend Horse Show with Dr. Burns and Knox Pitt's family - sit in Pitt's box
- 9:30
- 10:00 JRS will award a trophy
- 10:30 Leave Shelbyville for Nashville

OVERNIGHT IN NASHVILLE

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SCHEDULE FOR JRS

Wednesday, September 1

BALANCE OF THE AFTERNOON AT HEADQUARTERS

6:30 p.m. Reception, Mayor Fulton's home, for Ross Bass
1250 Genelle Drive, Goodlettsville

Mary to accompany JRS

OVERNIGHT IN NASHVILLE

700 000 4073

SCHEDULE FOR JAMES R. SASSER

Wednesday, September 1

(Bring comfortable shoes and short sleeve pull-on
or sport shirt for the dove shoot)

- 9:00 a.m. Leave for Headquarters - earlier if possible
(Karl has some phone calls you need to make and
Dru has some letters to be signed)
- 9:30 Headquarters - Finance Meeting - Art and
campaign staff
- 11:00 Headquarters - Interview with Carl Manning
of Associated Press
(John Pitts: Pick up lunch to eat at Headquarters)
- 12:00 p.m. Leave for Cornelia Fort Airport #262-0456
(Try to leave earlier if possible)
- 12:15 Leave for McMinnville #668-4251
- 12:45 Arrive McMinnville Airport #668-4251 - Meet
John Collier and Terrell McWhirter
(change to hunting clothes provided by
John Collier)
- 1:00 Meet J.D. Mullican's office #473-6561
for Dove Shoot
- 6:00 Bar-B-Q following shoot
- 7:30 Leave McMinnville Airport for Nashville

OVERNIGHT IN NASHVILLE

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Cancelled

SCHEDULE FOR JIM SASSER

Friday, September 3

8:00 a.m. Breakfast at motel with Knox Wallace, Jim Jolenak, Skippy Harover, Allen Bain and others. (They will bring you up-to-date on Overton Park ,, will discuss fund-raising)

Knox has some calls you should make concerning fund-raising

10:30 a.m. Meet Bill Garner, 2700 Union. (He is a possible contributor, businessman, advertising executive, Dobby is as is his secretary)

Knox will take you by the Press Capitalist Newsroom for a courtesy call.

12:00 p.m. Lunch with Knox, Lucius Dunch, Edgewood Jordan, concerning fund-raising

Knox will take you by the Commercial-Appeal newsroom for a courtesy call.

(NOTE: Mary has an appointment at 2:00 with Mary Alice Quinn)

3:00 p.m. Meeting with DeLoss Walker (Mary will join you)

5:00 p.m. Leave for Nashville

6:30 p.m. Arrive Cornelia Fort - Return to Headquarters to make calls

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Jim Sassor for your U.S. Senate

P.O. Box 1450 Nashville, Tennessee 37202 615/256-7736

SCHEDULE OF JIM SASSOR

Saturday, September 4.



- 8:30 Leave home (Bill Carpenter will pick up.)
- 9:00 Arrive Lebanon. Richard Broadhead's office, 547-7737 (Mrs. Broadhead will meet you.)
- 9:15 WDRB Radio Interview
- 9:45 Richard Broadhead will meet at his office.
- 10:00 Campaigning around square and in shopping centers. (Richard will conduct an interview for the Lebanon Democrat.)
- 11:30 Leave Lebanon
- 12:00 Arrive Donelson Jaycees Fish Fry. YMCA-Rickory Bend Scouting Park, off Stewart's Ferry Pike, right off Lebanon Road. Paul Fitzgerald, club president, will meet you and take you around. 599-2111 (c); 599-1104 (h)
- 12:30 Leave for Donelson Shopping Center. Handshaking. Elmer Despain in Charney's Barber Shop is where you are coming.
- 1:30 Leave for Dudley Field.
- 1:30 Handshaking at the gate, Dudley Field. 703-8880 game/ The kickoff is at 2:00.
- 2:00 Leave for Dayton
- 2:30 Arrive Dayton Air Base for the Air Show. (Out Highway 41, old entrance the base.) (Brook will have been there earlier. He is in Rutherford County all day, opening his local markets, etc.)
- 4:00 Leave for Nashville
- 4:30 Arrive Italian Street Festival, Green Hills Y. (Do not make this stop if you need to campaign further at the Air Show)
- 5:15 Leave for Headquarters
- 5:30 Meet with Jerry for dinner

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It's time Washington heard You

PAID FOR BY COMMITTEE TO ELECT JIM SASSOR TO U.S. SENATE GARY BLACKBURN TR

SCHEDULE FOR JIM SASSER

Sunday, September 5

10:30 a.m. Leave for Smyrna

11:00 a.m. Arrive Smyrna Air Base
(handshaking and preparation for flight
Howard will accompany, Channel 5 will be there)

12:00 p.m. JRS participation in fly-by

12:30 p.m. Leave for Nashville

1:00 p.m. Arrive Nashville, Issue Briefing - ECONOMIC POLICY -
Dr. Barbara Haskew, MTSU; Dr. Randigs Fols, Vanderbilt;
a member of the Carter Economic Task Force; & JRS
staff members (Mary should attend). Location: JRS
at home.

3:00 p.m. Begin calls to T-Pace Chairmen Re: TEA endorsement

6:00 p.m. Issue Briefing - Foreign Policy - Dr. Varmon
Hansen, Austin Peay University & JRS Staff
members.

7:30 p.m. Continue calls to T-Pace Chairmen

OVERNIGHT IN NASHVILLE

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SCHEDULE FOR JIM SASSER

Monday, September 6

- 8:15 a.m. John Pitts pick up at home
- 8:30 a.m. Headquarters
- 9:45 a.m. Leave for Telethon
- 10:00 a.m. Arrive, WTVF STUDIOS for MD Telethon.
(See Harold Crump) JRS will have live
segment encouraging people to give.
(Press will provide suggested remarks)
(Mary will accompany)
- 11:00 a.m. Leave for next event
- 11:15 a.m. VFW Post 1970 BAR B O, 7220 Charlotte Pike
(This is Mike Murphy's Post)
352-9933
(Paul or Walter to bring children to
headquarters)
- 12:05 p.m. Arrive Headquarters to pick up children
and drive to Opryland
pick up Dunch
- 12:30 p.m. Opryland - Opryhouse Ranger's Station.
Take McGavock West exit, follow the
service road to the Opryhouse. Meet
Irving Waugh, President WSM, and
E.W. "Bud" Wendell, V.P. of Opryland
(Security: Frank Woodard)
- 12:55 p.m. Mary arrives with Mrs. Carter
- 1:00 p.m. Walk through tour of the Park, Handshaking
(John & Elizabeth do not go with the
motorcade - drive to the front gate of
Opryland and wait for JRS and Mary)
- 1:20 p.m. Arrive, Showboat Theatre (Mrs. Carter,
Irving Waugh & JRS use steps to go to
the microphone at outer dock area. All
else go to reserve seating area located
stage right)
- Irving Waugh introduces Jim Sasser
- 1:23 p.m. JRS introduces Mrs. Carter
- 1:26 p.m. Mrs. Carter speaks

continues ---

Monday, September 6 (continued)

1:40 p.m. JRS & Mary depart Mrs. Carter's party and walk back through the park, handshaking

2:00 p.m. JRS leaves for airport. Mary leaves for Governor's Residence

2:20 p.m. ~~Green Card on plane~~ (Howard will accompany) Leave from Big Brothers (Joe Zimberly or Wayne Erickson will pilot) - *pl*

4:20 p.m. EST Arrive Dallas Bay Airport (Danny Mayfield will pick up)

**

4:35 p.m. ~~Teamsters Local BBQ~~ Teamsters Local BBQ at Hamilton County Park. (From airport to Nixon Pike, turn right, go approximately a mile, turn left; road runs into Hamilton County Park, past swimming pool, 2nd road left at the Pavillion (This event ends at 5:00) *WYATE BY THE WAY...*)

** TELL PILOT TO FLY TO ROCKWOOD TO PICK UP JRS AT 8:30

4:50 p.m. Leave BBQ

5:05 p.m. Arrive, Knights of Columbus annual picnic, (Dan Mayfield has directions) (They are expecting you. Be sure to make this stop; if time doesn't permit, don't go to Teamsters Picnic) BE PREPARED TO ANSWER QUESTIONS ON ABORTION *2 TV Stations*

5:30 p.m. Tom Griscom will interview *on the way*

~~5:30 p.m.~~ Leave for Rockwood (~~Tom & Dan are arranging~~) *Rockwood*

7:00 p.m. *-7:30* Arrive, Road County Democrats Party Annual Labor Day Rally (Roane County Park on Highway 70, between Kingston & Rockwood) Charles 'Pete' Johnson, party chairman # 435-7088; Larry Wheeler, chairman of the picnic # 882-2991; Dick Evans, Sasser Chairman # 376-6161 *(go to podium immediately - Rocko goes off at 7:30.)*

Pete is expecting Dick Evans - would be nice

8:00 p.m. Leave Rally *(Woman - be sure Jim gets to eat)*

8:30 p.m. Arrive Rockwood Airport, Fly to McMinnville

8:00 p.m. CST Arrive, McMinnville Airport, John Collier will pick up *Reception may be available*
continued --

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Monday, September 6 (continued)

8:15 p.m. J.P. Mullican's reception following dove
shoot (Remember this was called off last
Wednesday)

9:00 p.m. Leave for Memphis

9:30 *Arrive Nashville*

Jahn

11:00

~~10:30~~ p.m. Arrive Memphis Aero (~~Howard~~ will pick up)

OVERNIGHT IN MEMPHIS

Holiday Inn Central

7 8 7 1 7 7 1 4 7 8 2

SCHEDULE FOR JIM GASSER

Tuesday, Sept. 7, 1975

H. L. L. L.

- 7:30 A.M. Depart Houston for breakfast at Shoney's
- 8:00 A.M. Breakfast at Shoney's at 2200 Praeger Blvd. (287-1266). - This is a Dutch treat breakfast (app. \$3 each) Managers name is Steve Edens - arrangements were made with Russell Netherton Knox Wallup, Leo Roberts and Bob Gager are in charge of contacting people who will attend. Estimated attendance 30 to 50 people.
- 9:30 A.M. Depart Shoney's for Covington - Straight up Hwy. 51 - John should call Houston Gordon (Tipton Co. Manager) 6-476-3229, 6-476-7226 before leaving - The plan is to meet Houston at the Covington Leader, 2001 Hwy. 51 S., 476-7226 for an interview.
- 9:30 A.M. Arrive Covington Leader - Mr. Simonson, Editor
- Following interview at Covington Leader go to WHEL-AM-FM in Paper Building on Main Street 476-7226 for an interview.
- After WHEL interview Houston will take you to the square for handshaking etc.
- 11:25 A.M. Depart Covington for Ripley - Hwy. 51
- 11:45 A.M. Arrive Ripley - Meet Mayor Roselle Criner at his appliance store (635-2021) (across the street from bank on the square) Mayor Criner will take you to the Exchange Club meeting in the basement of the Assembly of God Church. Jim will address the club - prepared text. Criner will introduce JRS, Criner will be introduced by Sheriff O'Steen. Mayor Criner is contacting the Lauderdale County Interiors (635-1771) and WTRB (635-2221) and inviting them to the meeting. If the media does not attend Mayor Criner will take you by for an interview.
- 1:30 P.M. Depart Ripley for Brownsville - Hwy. 19 to Hwy. 54 - Hwy. 54 to Brownsville.
- 2:00 P.M. Meet French Richards at his office - Richards Ins. Co., across the street from the Brownsville bank (772-0713). French will take you by the Santas-Beach (772-1172) Owenburgess, Editor, and WBRB (772-1586) for interviews. Following interviews French will take you around square for handshaking.
- 3:00 P.M. Depart Brownsville for Alamo Hwy. 70A/79 to Hwy. 39 - Hwy. 39 to Alamo.
- 3:30 P.M. Arrive Alamo - Meet Jim Hinson at his office (696-5541) - Jim take you by The Crockett Times (696-2101) - Robert L. Green, A. Editor. After the Times interview Jim will take you thru the courthouse and around the square.
- 4:45 P.M. Depart Alamo for Trenton - Hwy. 54.
- 5:15 P.M. Arrive Trenton Motel - on the by-pass - There is a room reserved at the motel where Jim can rest and cleanup. Have supper at the motel - Tommy Gooden is the motel owner and manager.

....cont....

Monday, Sept. 7 ..Cont..

7:00 P.M. Reception in the Hotel Dining Room - Najwana Coleman 8-68
r-686-7681 and Dolly Red Spain r-686-3637 are setting up the
reception. Estimated attendance: 75 people

8:30 P.M. Depart Trenton for Dyersburg. Hwy. 104 to Dyersburg. Two
rooms have been reserved at the Dyersburg Holiday Inn on a
by-pass.

Overnight in Dyersburg.

SCHEDULE FOR JIM SAMPSON
Wednesday, Sept. 3, 1976

- 7:45 A.M. Breakfast with 10 to 15 Dyer County Leaders at the Holiday Inn - Skipper Riley o-234-3074) r-235-8567) is arranging the breakfast.
- 8:30 A.M. Review speech to be given at Dyer County High School.
- 9:00 A.M. Leave Holiday Inn for High School.
- 9:15 A.M. Speak at entire Student body at Dyersburg High School - Approx. 1500 students - prepared text.
- 9:30 A.M. Question and Answer period with the senior class at the High School - These students are likely volunteers - Lloyd Dutton is the teacher at the school and has arranged all this. He will also be at the breakfast - Lloyd is also active in The States Gazette - Martha Bruce, Editor 235-4031
5210-21-21 - Carol W. 235-1310
The Tennessean (Newbern) 527-2643
Categorical Approval Representative
(Have been notified and should be at High School).
- 10:00 A.M. Depart Dyersburg for Ridgely - Hwy. 78
- 10:20 A.M. Arrive Ridgely - Meet Bill Acres and Dave Fowler at the corner of the two main streets in Ridgely - General Handshaking.
Bob Barnes, Dyer - Union City - and
- 10:45 A.M. Depart Ridgely for Tiptonville - Hwy. 78 - Acres & Fowler will go with you.
- 10:55 A.M. Arrive Downtown Tiptonville - Handshaking and interview with Jack County Banner 333-5666.
- 11:20 A.M. Depart Tiptonville for Union City - Hwy. 21 to Hwy. 22 - Hwy. into Union City.
- 11:45 A.M. Arrive Union City at Hiltmore Motel on Deelfoot Avenue.
Luncheon at Hiltmore - est. attendance 100 to 150.
The Union City Daily Messenger 335-0764, and WETA 335-1240
should be at luncheon.
- 1:30 P.M. Depart Union City for Martin - Hwy. 22
- 1:45 P.M. Arrive Martin - Meet Max Crockett at WETA-TV-FM 527-2660 on the Dalton Hwy.
- 2:05 P.M. Leave WETA for the Hickory Co. Press at 331 Lindall 527-3164
- 2:25 P.M. Depart Martins for Dresden - Hwy. 22 Max will be with you.
- 2:45 P.M. Arrive Dresden - Interview at the Dresden Enterprise, 13 Mill Street, 354-2224.

...cont...

Jim Sasser for your U.S. Senator

P.O. Box 1459 Nashville, Tennessee 37202 615-256-7700

SCHEDULE FOR JIM SASSER

Wednesday, September 8

7:00 P.M. Leave Nashville, American Airlines 6733

8:25 EST Arrive Washington

Reservations are made for Harry and Jim at the Holiday Inn, 1375 Rhode Island Avenue, 202-225-2100.

Thursday, September 9

AM Meet with Bob Keefe.

12:00 Lunch, S-120 The Capitol. Senator Bennett Johnston, Chairman, State Democratic Campaign Committee. Senators Cranston, Ford, Hagleton, Humphreys, Hollings and other invited guests. Contacts: Sue Boyd at 202-224-2117.

3:00 H-143, The Capitol, Congressman Evans, Dean of the Tennessee Delegation, other members of the Democratic Delegation. Contacts: Ms. Corry Parker 202-225-4221.

3:45 Press Conference with Tennessee Press Corps in Washington.
Overnight in Washington.

Friday, September 10

7:00 Leave for Airport.

8:00 Leave DCA, Braniff Airlines 6117.

8:50 CST Arrive Nashville.

10:00 Canton

12:00 Paris

2:00 Nashville

(Detailed schedule for September 10 to follow)

A copy of our report is on file with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

It's time Washington heard You

PAID FOR BY JIM SASSER FOR U.S. SENATE. COPY BLUE PRINTS \$1.00

Schedule for Jim Sasser

Friday, September 10.

8:30 John Pitts pick up Jrs at home.

9:00 Leave for Camden, Big Brothers. Karl will pilot.

10:00 ~~10:00~~ Arrive Camden. Judge Everitt Smith and Phil Hollis will meet.

10:15 Camden Chronicle, Robert Johnson, Editor. (thank for endorsement, etc.)

10:30 Handshaking around the square.

11:00 Open Democratic Headquarters, 133 S. Forrest Avenue. Phone #584-7777 and 584-4900. James Bray is Democratic Party Chairman

11:30 Leave Camden. Phil Hollis will drive.

12:00 Arrive Paris. Avalon Restaurant, 1319 E. Wood Street. #642-0813. Meet Bob Veazey. 40-50 expected. News media contacted. (Directions: Right at Tyson Avenue on Highway 79 toward Dover.)

1:00 Downtown Paris, Handshaking.

1:30 Leave for airport.

1:45 Leave for Nashville, Big Brothers

2:30 Arrive Nashville. Charlie Holmes will meet at airport. John Pitts, drive to Headquarters.

2:45 Headquarters. Preparation for press conference.

3:15 Leave for Legislative Plaza.

3:30 Legislative Plaza, press room. Press Conference.

5:15 Leave for XXXM Dover. (John Pitts call just before you leave for Dover.) Directions to Dover: Alt. 41 to Clarksville, then U. S. 79xxx to Dover.

6:15 Arrive Dover. Meet Don Cherry at the Courthouse. Cherry's phone # 232-7023 (r); 232-6488 (0)

~~6:30 Handshaking~~

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SCHEDULE FOR

JIM GARNER

Saturday, September 11

- 9:00 John Pitts pick up Jrs at home
- 9:30 Arrive headquarters.
- 10:30 Leave for Fisk
- 11:00 Arrive Nashville, Fisk University, Park-Johnson Hall, Room 120. Speaking before the Tennessee Voters Council Quarterly meeting. (Take 100 to West End to I-40 West, Jefferson Street Exit, Jefferson Street West to Fisk)
- 12:00 Leave for Headquarters
- 12:30 Headquarters, Meet with Charlie Holmes (Lunch)
- 3:15 Leave for airport
- 3:30 Leave Big Brothers (Karl will pilot)
- 4:00 Arrive Dickson Airport. Jimmy Brown will meet 747-Bill-office; 797-3023-home. Jimmy Brown will carry you around to the local media.
- 4:15 Handshaking, Dickson County Fair
- 5:45 Dinner, East Hills Restaurant, 702 E. College 446-6122 (Study NFO speech)
- 6:30 Leave for Holiday Inn
Arrive Holiday Inn, I-40, 446-9081
- 6:45 National Farmers Organization State Convention
Ed Garner is a State Director. John Beasley is a member and will be there.
- 7:00 Speaking before the NFO. (Brock has been invited; he is not expected to attend.)
- 7:40 Leave for Dickson Airport.
- 8:00 Leave for Dyersburg.
- 9:00 Arrive Dyersburg Airport (Skipper Riley is arranging for Lloyd Rumer to pick up.)
- 9:15 Dyer County Fair. Speak to crowd 2-3 minutes before drawing for a car. This was arranged by Joe Hill of Ed Jones' office through Vernon Henson of the Fair Association. (Note: Henson is a Republican. Brock will have been to the Fair earlier in the day.)
- 10:30 Leave Dyer County Fair
- 10:45 Leave Dyersburg Airport
- 11:45 Arrive Nashville, Big Brothers

SCHEDULE FOR JIM SASSER

Monday, September 13

- 5:45 CDT Leave Home (John Pitts Pick up)
- 6:30 CDT Leave Big Brothers (Karl will pilot)
- 8:45 EDT Arrive Tri Cities Airport. (Use Gate #7)
- 9:00 EDT News Conference, Airport Terminal, conference room
- 9:25 EDT End News Conference
- 9:30 EDT Leave for Knoxville
- 10:10 EDT Arrive Knoxville
- 10:15 EDT News Conference, Cherokee Aviation, lobby. (Larry Daughtry of Tennessean will join and travel rest of day)
- 10:40 EDT End News Conference
- 10:45 EDT Leave for Chattanooga
- 11:25 EDT Arrive Chattanooga
- 11:30 EDT News Conference, Lovell Field, Old Terminal, Pilot's Loun
- 11:55 EDT End News Conference
- 12:00 EDT Lunch, Air Hosts REstaurant. (Dan Mayfield set up.)
- 12:25 EDT End Lunch
- 12:30 EDT Leave of Memphis
- 1:10 CDT Arrive Memphis
- 1:15 CDT News Conference, Memp-ic Aero, Conference Room (upstairs)
- 1:40 CDT End news conference
- 1:45 CDT Leave for Jackson
- 2:10 CDT Arrive Jackson
- 2:15 CDT News Conference, Terminal Lobby, McKellar Field
- 2:45 CDT End News Conference
- 2:50 CDT Leave for Nashville
- 3:20 CDT Arrive Nashville
- 3:45 CDT News Conference, Big Brothers, conference room
- ~~4:15 CDT End News Conference~~
- 4:30 CDT Leave for Tri-Cities (Fly in 310)
- 6:45 EDT Arrive Tri-Cities Airport *W. Keith ...*
- 7:00 EDT Gray, Tn., Demo Fund Raiser, Daniel Boone H. S. Cafeteri
Jeff and Annette Carter. JRS will speak before Carter. *Appalachian ...*
- 9:00 EDT Leave for Airport
- 9:15 EDT Leave for Nashville
- 9:45 EDT Arrive Nashville, Big Brothers

SCHEDULE FOR JIM SASSER

Tuesday, September 14

- 7:00 John Pitts pick up at home
- 7:30 Breakfast, West Side Businessmen. Shoney's on White Bridge Road
Andr Gibson set up
- 8:30 Leave for meeting with Charlie Holmes
- 11:30 Leave for luncheon
- 12:00 Lunch, Airport Hilton, Sigma Delta Chi (buffet)
- 12:30 Program. Chris Clark will narrate. Q and A
- 1:30 Leave for headquarters (see Mike for calls)
- 2:15 Leave for airport
- 2:30 Leave Big Brothers for Covington (see Rabey will pilot)
- 3:30 Arrive Covington, Houston Gordon will pick up
- 4:00 Funeral services for Jimmy Peeler, 1st Methodist Church
- 5:30 Leave Covington airport
- 6:30 Arrive Big Brothers
- 7:00 Arrive State Democratic Party Reception, Sheraton Downtown
- 9:00 Fly to Memphis, from Big Brothers
- 10:30 Arrive Memphis Aero, Knox Walkup will [redacted] pick up.

OVERNIGHT IN MEMPHIS

Sheraton, 889 Union
#526-8481

SCHEDULE FOR JIM SASSER
Wednesday, September 15, 1976

- ~~5:30 A.M. WSM-TV-5~~
- ~~6:00 A.M. Knox or Cathy Hindman will pick up~~
- ~~6:20 A.M. Firestone Plant Gate~~
- 8:15 A.M. Breakfast, Dan McQuire, President, Fire Fighters Union, Sheraton 889 Union #526-8481.
- 10:00 A.M. Meeting with Memphis Sasser Steering Committee, Lucius Burch's office #523-2311.

(During free time - see Betty Lucas, President of Democratic Women. She has a \$1200 contribution that the Federation voted.)
- 12:15 P.M. Lunch, the Petroleum Club. (Fundraiser) 50 people expected. #252-4702.
- 1:30 P.M. End Lunch, leave for airport.
- 2:00 P.M. Leave Memphis
- 3:30 P.M. Arrive Nashville, travel to headquarters.
- 4:00 P.M. ~~Interview with Time Magazine, Hedley Donovan.~~ *Interview with Hedley Donovan, Reception, Douglas, VIPs*
- 5:15 P.M. Leave for WSM.
- 5:45 P.M. Arrive WSM for live interview during news.
- 6:30 P.M. Leave WSM for Headquarters.
- 7:00 P.M. Arrive Headquarters - Interview with Dana Ford Thomas.
- 7:45 P.M. Leave for airport
- 8:00 P.M. Leave for Knoxville
- 10:00 P.M. Arrive Knoxville, Rob Holiday will meet and drive to Oak Ridge.
EDT
- 10:30 P.M. Arrive Oak Ridge, Royal Scottish Inn, 420 S. Illinois Ave. #483-4371.
EDT
- Overnight in Oak Ridge.

SCHEDULE FOR JIM SASSEN
Wednesday, September 1, 1976

10:30 P.M.
EDT

Arrive Cherokee Aviation - Knoxville - Contact: Rob Holida
(Knoxville Coordinator) Rob will arrange transportation
from the airport to Oak Ridge.

Overnight at the Ridge Inn - 1590 Oak Ridge Turnpike
at Illinois Avenue. #483-1385.

Three single rooms and one double room have been
reserved.

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EDT

- 7:30 A.M. Don Layton will pick JRS up at Motel and take him to the country club for fundraising breakfast.
- 7:50 A.M. Arrive for breakfast.
- 9:00 A.M. Leave breakfast for Clinton - Charles Seivers, City Administrator will ride with JRS.
- 9:20 A.M. Arrive downtown Clinton - Work courthouse.
- 9:45 A.M. Leave Courthouse for Clinton Courier News.
- 9:50 A.M. Interview with Horace Wells, editor/Publisher of the Courier News.
- 10:15 A.M. Leave Clinton for Oak Ridge.
- 10:35 A.M. Stop by WATO Radio for an interview - 113 Eastburn Lane #483-3535
- 11:00 A.M. Interview at the Oak Ridger - Tyrone Rd. #482-1021
- 12:00 Noon Depart Oak Ridge by auto for Knoxville Hyatt Regency - Joe Holbrook and Tom Cinamon will provide transportation to Knox
- 12:40 P.M. Arrive Hyatt - Suite 1141 is reserved for JRS - Lunch will be served in the room at 12:45 P.M.
- 1:30 P.M. Press Conference in the lobby of the Hyatt.
- 2:15 P.M. Meeting with Ralph Millet - Knoxville News Sentinel Handshaking downtown if time permits.
- 3:15 P.M. Leave downtown for Island Airport.
- 3:30 P.M. Depart Island Airport for Fayetteville.

CDT

- 3:15 P.M. Arrive Fayetteville Airport (Buddy Phillips will pick up. # 433-2559)
- 3:30 P.M. Lincoln County Fair, handshaking. JRS will be introduced at horse races.
- 4:30 P.M. Visit local media. Elk Valley Times, Joe Collins, Editor #433-6151; Lincoln County News, Bev. Young, Editor #433-3166; WEAR, Porter Clark # 433-3545; WINC, # 433-2537; WYTH-FM, # 433-1531.
- (Call Billy Bob Carter, # 433-2572)
- 6:15 P.M. Leave for Airport

CDT

- 6:30 P.M. Leave for McMinnville
- 6:45 P.M. Arrive McMinnville Airport. (Ernest Morton will pick up)
- 7:00 P.M. McMinnville Country Club. Fourth District Democratic County Chairman. Sen. Ernest Crouch, Chairman.
- (Emphasize the need for a get-out-the-vote program in the 4th and working together for the whole ticket.)
- 8:00 P.M. Leave meeting.
- 8:30 P.M. Leave McMinnville Airport.
- 9:00 P.M. Arrive Nashville.
- Over-night in Nashville. (NOTE: You have an early morning factory in Nashville on Friday.)

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SCHEDULE FOR JIM SASSER

Friday, September 17

1:15 CDT Leave Headquarters

1:30 CDT Leave Big Brothers

3:30 EDT Arrive Knoxville, Cherokee Flying Service. Meet Dr. J. W. Roberts (Richard will meet)

4:00 EDT Leave for Travelodge

4:30 EDT Arrive Travelodge. Meet UMW leaders. Billy Joe Floyd, dist. presic Charlie Head, chairman Political Action Committee.

5:00 EDT Dinner (Richard is arranging)

6:00 EDT Tennessee A and I Fair (handshaking)

7:00 EDT Leave for Fund Raiser.

7:30 EDT Arrive C. H. Butcher's

9:00 EDT Leave for Airport

9:30 EDT Fly to Nashville

9:30 CDT Arrive Nashville

OVERNIGHT IN NASHVILLE

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SCHEDULE FOR JIM CASSER

Monday, September 29

CNT

A.M.:

- 6:45 John Pitts to pick up at home.
- 6:15 Arrive, Nashville Bridge Company, Main Gate, South 1st Street, at N. foot of Shelby Street. Meet Leroy Demetri of Ironworkers Local #733. (350 employees)
- 7:00 Leave for Fairgrounds.
- 7:20 Arrive, Tennessee State Fairgrounds. Country Van Breakfast and show (see attached letter). John W. Wilson will be at the Agriculture Hall. (NOTE: Wilson donated the \$100 for your share of the van).
- 7:30 Breakfast at the Fair.
- 8:00 Leave for Airport
- 8:15 Leave via Brothers for LaFollette.

EDT

A.M.:

- 10:45 Arrive, LaFollette Airport, Tom Leach will meet (4562-7600)
- 11:00 LaFollette, Open Democratic Headquarters.
- 11:30 Handshaking, Downtown LaFollette

P.M.:

- 12:00 Lunch, Campbell County Veteran Leaders.
- 1:15 Leave for Airport.
- 1:30 Leave for Livingston

CNT

P.M.

- 1:00 Arrive Livingston, Pat Officer will pick up (4823-5537)
- 1:15 Arrive WBY Radio, Dick Gillespie will host talk show at 1:30.

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SCHEDULE FOR JIM SASSER

Monday, September 20

(continued)

CDT

P.M.

2:30 Handshaking, Livingston

3:30 Leave for Airport

3:45 Leave for Chattanooga

EDT

P.M.

5:45 Arrive, Chattanooga

6:00 Headquarters Opening, 509 Cherry Street, Brief Remarks
(8755-3275)

8:00 Leave for Airport

8:30 Leave for Nashville

CDT

P.M.

8:30 Arrive, Big Brothers

OVERNIGHT, NASHVILLE

NOTE: Wake-up on Tuesday is 4:45 a.m.)

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SCHEDULE FOR JIM SASSER 0 7 1 5 0 0 0

TUESDAY, SEPT. 21

- 7:00 John Pitts Pick up
- 7:55 Gallatin, WAMS Radio, live interview. #452-3456. Meet Dick Lodge and J. M. Morris
- 8:30 Professor Brinkley at his home. Retired black principal
- 9:00 Democratic Headquarters. 112 Public Square. Meet with Gallatin public officials, handshaking. Media will attend.
- 10:00 Leave Gallatin
- 10:15 Arrive downtown Hendersonville, handshaking. Visit local media. Hendersonville Star News and Free Press
- 11:15 Leave Hendersonville
- 11:40 Arrive Nashville, Hyatt Regency. Tennessee Retail Merchants Association, annual meeting. Handshaking
- 12:00 Lunch
- 12:15 Speaking. Brock/Sasser
- 1:30 Leave for Airport
- 1:45 Fly to Clarksville
- 2:15 Arrive Clarksville. Ross Hicks will meet
- 2:30 Clarksville Leaf Chronicle, interview
- 3:00 WDXN Radio, interview.
- 3:30 Criminal Justice Building. Handshaking
- 4:15 Two Rivers Mall and Plaza Shopping Center. Handshaking
- 5:00 Austin Peay University. Handshaking
- 5:45 Leave for airport
- 6:00 Fly to Cookeville
- 6:30 Arrive Cookeville. Jim Vaden will meet,
- 6:45 Arrive Putman County Democratic Rally, Cookeville Senior High School, highway 70 East.
- 7:00 Speaking. JRS is first speaker.
- ~~8:00 Leave for airport~~
- 8:20 Fly to Winchester.
- 8:45 Arrive Winchester. Tom McBee will meet

OVERNIGHT IN WINCHESTER

(Frassand Motel)

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SCHEDULE FOR JIM SASSER

TUESDAY, SEPT. 21

- 7:00 John Pitts Pick up
- 7:55 Gallatin, WAMG Radio, live interview. #452-3456. Meet Dick Lodge and J. M. Morris
- 8:30 Professor Brinkley at his home. Retired black principal
- 9:00 Democratic Headquarters. 112 Public Square. Meet with Gallatin public officials, handshaking. Media will attend.
- 10:00 Leave Gallatin
- 10:15 Arrive downtown Hendersonville, handshaking. Visit local media. Hendersonville Star News and Free Press
- 11:15 Leave Hendersonville
- 11:40 Arrive Nashville, Hyatt Regency. Tennessee Retail Merchant Association, annual meeting. Handshaking
- 12:00 Lunch
- 12:15 Speaking. Brock/Sasser
- 1:30 Leave for Airport
- 1:45 Fly to Clarksville
- 2:15 Arrive Clarksville. Ross Hicks will meet
- 2:30 Clarksville Leaf Chronicle, interview
- 3:00 WDXN Radio, interview.
- 3:30 Criminal Justice Building. Handshaking
- 4:15 Two Rivers Mall and Plaza Shopping Center. Handshaking
- 5:00 Austin Peay University. Handshaking
- 5:45 Leave for airport
- 6:00 Fly to Cookeville
- 6:30 Arrive Cookeville. Jim Vaden will meet.
- 6:45 Arrive Putman County Democratic Rally, Cookeville Senior High School, highway 70 East.
- 7:00 Speaking. JRS is first speaker.
- 8:00 Leave for airport
- 8:20 Fly to Winchester.
- 8:45 Arrive Winchester. Tom McBee will meet

OVERNIGHT IN WINCHESTER

(Frassand Hotel)

SCHEDULE FOR JIM SASSER

Wednesday, September 22

6:30 Tom McBee pick up; Wilton Plant Gate. Randle Crouch, President of Steelworkers Local, will be there.

7:30 Breakfast; First National Bank

9:00 Don Ray will pick up; Travel to Tullahoma

9:15 Tullahoma News, Morris Simon (W. R. Davidson will meet. He is former AA to Senator McKellar. Was Coffee County Chairman for Joe Evins. Former Personnel Director of ARO, Inc. Was full-time in Stanley Rogers campaign. His son works for Joe Evins.)

9:45 WBGY Radio, interview. Lance Holley or Jerry Douglas. (a cousin of Mike Walker's)

10:15 Handshaking, Northgate Shopping Center

10:30 Fly to Murfreesboro

10:45 Arrive Murfreesboro. (Harriet Haynes will meet.)

11:00 Daily News Journal. Harry Hix, Editor

12:00 Speech, Kiwanis Club. (Media will attend.)

1:30 Open Democratic Headquarters

2:00 Leave for D.C.

5:30 Arrive DCA
Overnight in Washington
Hyatt Regency

SCHEDULE FOR JIM SASSER

Thursday, September 2³

- 7:00 Leave Hyatt
- 7:45 Arrive Page Terminal, North terminal
- 7:55 Fly to Knoxville
- 10:15 Arrive Knoxville, Cherokee Flying Service
(Richard will drive to Harriman.)
- 11:30 Harriman Vocational-Technical School
- 1:00 Leave for Wartburg
- 1:30 Arrive Wartburg, Courthouse; Meet John Galloway
#346-6214; Morgan County News #346-2388
WECO #346-3900
- 2:45 Handshaking, Tennessee-Ford Label Company
- 3:00 Leave for Oak Ridge
- 4:00 Arrive Oak Ridge. Open Democratic Headquarters
(Press will be there.)
- 4:30 Leave for Knoxville
- 5:00 Arrive Knoxville, Howard Johnson's on Merchants
Drive (Prepare for SDX.)
- 6:00 SDX - Brock/Sasser (Speaking B'O & A.)
- 9:00 Leave Knoxville
- 9:30 Arrive Chattanooga
- Overnight in Sheraton Downtown

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~~NNNA - Val...~~

Kemper

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SCHEDULE FOR JIM SASSER

FRIDAY, SEPTEMBER 24

EDE

- 6:30 Dan Mayfield will pick up
- 6:40 Combustion plant, shift change. All shop stewards will meet. Main gate, West Main Street Entrance. (This was booked a long time ago. Labor in Chattanooga feel left out, that JRS is not going to the grass roots. This factory must be done.)
- 7:30 Return to Sheraton. Breakfast in Room. Prepare for press conference.
- 10:00 Press Conference. Sheraton. Dan Mayfield will take to conference room.
- 10:45 Leave for airport.
- 11:05 Fly to Nashville

CDT

- 11:00 Arrive Big Brothers. Drive to Holiday Inn, Murfreesboro Road. Reservation made for Jerry Grant. 156
- 2:30 Leave for Legislative Plaza.
- 3:00 Press Conference. Blanton, Sasser, Cochran, Farris.
- 3:45 Leave for Big Brothers
- 4:15 Fly to Memphis
- 5:30 Arrive Memphis Aero. (Kathy Hindman will meet.)
- 5:45 Interview with WMC-TV 274-8515. Live interview.
- 6:15 Overton Square, Handshaking.
- 7:00 Crump Stadium, handshaking at football game.
- 7:45 Mid South Fair, rodeo, handshaking.
- 9:00 Leave for airport
- 9:30 Fly to Nashville
- 10:45 Arrive Nashville.

OVERNIGHT IN NASHVILLE

LV 8:30

RR. 10:00 Dancin' Parlor Club, Georgia Ave
774-4371

Speaker, Selma Collins & J.O. P.H.

LV 11:00

AR 12:15

SCHEDULE CHANGE FOR JIM SASSER

Friday, September 24 and
Saturday, September 25

7:45 Mid-South Fair, rodeo, handshaking

9:00 Dance, Club Paradise
645 E. Georgia Avenue, #774-4871; brief remarks.
Selmer Collins, J. O. Patterson will accompany.
(Jim, make remarks very brief. Glad to be here;
glad everyone is having a good time, would appreciate
your help.)

9:30 Leave for airport

10:00 Fly to Nashville

11:00 Arrive Big Brother

Overnight in Nashville

Saturday, September 25

8:45 John Pitts pick up at home

9:15 Hyatt, ILGW

(Saturday, detailed schedule will be put in car in
driver's seat at Big Brother.)

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SCHEDULE FOR JIM SASSER

SATURDAY, September 25

CDT

- 8:45 John Pitts pick up at home
- 9:15 Arrive Hyatt. 4th Floor, Rooms A and B. Greet members of International Ladies Garment Workers Union. Mary Cameron is the state director. Evelyn Dubrow, Washington lobbyist will be attending. You should spend some time with her. Mary is attending a reception for the ILGW this afternoon.
- 9:30 Speech. Remarks after welcome to the delegates by Mayor Fulton.
- 10:00 Leave for Market Street Fair parade. JRS to sit in the reviewing stand in front of the Customs House, 7th and Broad. NOTE: Broad is closed. When you leave the Hyatt go interstate to Demonbreun. Go to 7th street, make a left to Broad.
- 11:00 A Car will be provided at the end of the parade, will take JRS to ribbon cutting. JRS will make brief remarks. (John go to intersection of 2nd and Church to meet Jim.)
- 12:00 Return to the HQ. (John call at 11:15. There may be lunch with Fate Thomas. If so it will be at 11:30 at Shoney's near the HQ.)
- 1:00 Leave for Big Brothers
- 1:15 Fly to Morristown.
- EDT
- 3:15 Arrive Morristown. Richard will pick up.
- 4:15 Rutledge. Democratic Rally. Rutledge High School. Brief remarks
- 5:00 Leave for Bulls Gap.
- 5:45 1st District Democratic Rally Fund Raiser.
- 6:00 JRS brief remarks.
- 7:00 Leave for Morristown airport.
- 7:30 Fly to Big Brothers.

CDT

- 7:45 Arrive Nashville
- 8:30 Tennessee Association of Rescue Squads. Sheraton downtown. Meet Jack French of Parsons, state president. NOTE: You were originally scheduled to be here at 1:30 to informally meet the members, but the time was changed to accomodate East Tennessee activities. *John*

OVERNIGHT IN NASHVILLE

Sunday: Leave 10:00 for Knoxville HQ opening and J. D. Lee Fundraiser in afternoon.

SCHEDULE FOR JIM SASSER

SUNDAY, SEPTEMBER 26

CDT

9:45 John Pitts pick up at home.

10:15 Arrive Big Brothers

10:30 Fly to Knoxville

EDT

12:30 Arrive Cherokee

1:00 Democratic Headquarters Opening, Travel Lodge on Papermill Road, 438-7567. Brief Remarks.

2:30 Leave for airport.

3:00 Fly to Madisonville.

3:30 Arrive Madisonville. Steve Hart will meet. # 442-3223. Travel to J. D. Lee's.

(NOTE: Call Ernest Plannons, # 442-3620. He does not approve of the fund raiser at Lee's. He heard about it before HQ called him, felt he was being "cashed out," says Lee will have drinking and dancing. I asked him to meet you at 3:00 so you could apologize for the breakdown in communications. He said that he will be working for the church in the afternoon today. He is also miffed because he could not get you booked into a fund raising rally so he could "have the money to buy the votes we need." Because of his distaste of Lee, he offered to resign as chairman but Phil Sanford talked him out of it.)

4:30 BBQ Fundraiser at J. D. Lee's.

6:30 Dinner, JRS brief remarks. Thank you, etc.

7:00 Leave for airport.

7:15 Fly to Milan.

CDT

8:15 Arrive Milan. Joe Hill will meet and take to Holiday Inn. Cathy Lindsey will take pilot and John to motel.

Overnight in Milan.

20051007

SCHEDULE FOR JIM SASSER

TUESDAY, SEPTEMBER 28

(NOTE: Ms. Karen House of the Wall Street Journal will be traveling today.)

- 6:45 John Pitts pick up.
- 7:15 Fly to Lawrenceburg from Big Brothers.
- 7:45 Arrive Lawrenceburg. (Sue Green and J. H. Chandler will meet.)
- 9:00 Breakfast with Local Leaders. James Lawrence Motel.
Media: The Commercial Union, # 762-2222.
- 9:30 Lawrenceburg High School.
- 10:00 Speech. High School seniors. 20 minutes and Q & A. This will be aired live on Sound-Off, WDXE Radio. Geneva Wiser at the school arranged this event.
- 11:00 Leave for airport. Fly to Pulaski.
- 11:30 Pulaski. Steve Soper will meet at airport. # 363-6531. Tour Ardmore and lower end of county.
- 12:30 Pulaski. Reception at Democratic Headquarters. Media: Giles Free Press, #363-4548; Pulaski Citizen, #363-3544; WKSR Radio, # 363-2505; WMGL-FM, # 363-6439.
- 1:30 Leave for airport. Fly to Lexington.
- 2:00 Lexington. Bill Brooks will meet, # 968-8118. Media: Lexington Progress, # 968-2731; WDXZ radio, # 968-3500.
- 3:30 Leave for airport. Fly to Humbolt.
- 3:45 Arrive Humbolt. Richard will meet.
- 4:15 Alamo. Meet Jim Emison at his office, # 696-5541. Media: The Crockett Times, # 696-2161.
- 4:30 Democratic BBQ at Court Square. Brief Remarks.
- 5:00 Leave for Humbolt.
- 5:30 Fly to Memphis Area.
- 6:00 Arrive Memphis (Kathy arranging transportation.)
- 6:30 Memphis Hq. Opening. Brief Remarks. 1896 Madison. # 726-4700
- 7:30 Fund raiser. Home of Milton and Betty Chertow. 5067 S. Angela.
- 9:30 Leave for airport.
- 10:00 Fly to Columbia (Mt. Pleasant airport.)
- 11:00 Arrive Columbia. Joe Webb will meet.
- Overnight in Columbia - Holiday Inn, # 388-2720.

SCHEDULE FOR JIM SASSER

FRIDAY, OCTOBER 1

CDT

6:00 Jackson, Don Thomson pick up at Holiday Inn.

~~6:30~~ Conalco (Consolidated Aluminum Company), Handshaking.

~~7:00~~ Breakfast

8:00 Leave for Airport

8:30 Fly to Memphis

9:00 Arrive Memphis Aero. (Kathy Hindman arranging transportation.)

10:30 Mid South Fair. JRS crowns Mr & Mrs. Senior Citizen. West End Youth Building. 4-600 people. (JRS available to press for statement on older Americans following.)

11:00 Leave fair. Study Phoenix Club speech.

12:00 Speech, Phoenix Club. Knox Walkup is a member. Young professionals and businesspeople. 100 N. Main Bldg. Tennessee Club, # 523-2255.

1:30 Fly to Nashville.

2:45 Arrive Nashville. Jerry Grant will meet at Big Brothers.

3:00 Carter visit, public rally. Air National, press conference with the Governor, fund raiser at Big Brothers

7:00 Nashville Urban League. Downtown Sheraton. Dinner. Jrs Brief Remarks. Contact Gwen McFarland.

8:30 Leave for Big Brothers

9:00 Fly to Morristown.

EDT

11:30 Arrive Morristown. Betty Nelson will meet. # 586-1786 or 535-7921.

Overnight in Morristown. Holiday Inn, # 581-8700.

SCHEDULE FOR JIM SASSER

SATURDAY, OCTOBER 2

EDT

- 8:00 Betty Nelson pick up at Holiday Inn. Handshaking, downtown Morristown, local shopping centers.
Media stops: Citizen Tribune, # 581-5630;
Daily Gazette-Mail, # 586-1321; WAZI, # 586-9696;
WCRK, # 586-9101; WMTN, # 586-7993.
- 11:00 Fly to Knoxville
- 11:30 Arrive Island Airport. (Rob Holiday will meet, # 586-7667.)
- 12:00 Hyatt Regency. Press Conference
- 12:30 Hyatt Regency. Reception for JRS. Knox County Steering Committee.
- 1:00 Nayland Stadium. Handshaking, U.T.-Clemson Football game.
- 3:00 Leave Stadium for Island Airport.
- 3:30 Fly to Winchester
- CDT
- 3:30 Arrive Winchester Airport. Tom McBee, # 967-1715 and 598-0165, and Jim Flowers of College young Democrats will meet.
- 4:00 Sewanee. College Young Democrats of TN. Reception for JRS. Brief Remarks. Melissa Harrison, President; Tim Halden, Secretary.
- 5:00 Dinner with CYD's, Sewanee.
- 6:00 Drive to Winchester
- 6:30 Franklin County Democratic Rally, Courthouse Square. Joe Bean, Chairman.
- 7:15 Leave for airport.
- 7:30 Fly to Dickson
- 8:00 Arrive Dickson. Jim Brown will meet, # 797-3028. Dickson County Democratic Rally, Montgomery Bell State Park.
- 9:00 Leave for Nashville
- Overnight in Nashville.

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SCHEDULE FOR JIM SASSER

SUNDAY, OCTOBER 3.

CDT

8:30 Bob Keefe pick up at home.

9:00 Nashville Hyatt. Breakfast with Bruce Thrasher and Don Bogan of the Steel Workers. Thrasher will have a \$5,000 check.

10:30 Machinists. Brief remarks. Contact: Mr. McLendon and Pearl Guest. Ramada Inn. I-65 and Trinity Lane. # 226-3239.

12:00 Hyatt. Lunch. Tennessee State Labor Council, endorsing convention.

2:00 Speech to the convention delegates.

(NOTE: The Time photographer would like 30 minutes for additional photos. Also, call Jerry Grant to discuss the Memphis situation.)

Overnight in Nashville.

10500100

SCHEDULE FOR JIM SASSER

Tuesday, October 5

CDT

1:30 P.M. Nashville Banner Editorial Board
3:00 P.M. Leave for Big Brothers
3:30 P.M. Fly to Collegedale (Dan Mayfield will meet)

EDT

5:30 P.M. Arrive Collegedale Airport. Drive to Collegedale.
WSPC Radio. Southern Missionary College, Building
11, 1st floor (See Map)
6:00 P.M. Tape League of Women Voters radio interview. Q & A
30 minutes
Contact: Monica White, #926-4462
6:45 P.M. Drive to Burton
7:15 P.M. Folk County Fund Raising Dinner
Ben Witt, #333-2024, High School cafeteria. Ben
will meet at Courthouse

Note: Pilot gave plane to Cleveland

9:00 P.M. Leave for Cleveland Airport
9:30 P.M. Fly to Jackson

CDT

10:00 P.M. Arrive Jackson (Kathy Lindsay will pick up)

Overnight in Jackson, Ramada Inn By-Pass

SCHEDULE FOR JIM SASSER

Wednesday, October 6

Note: Pilot pick up at Somerville at 4:00 P.M.

10:30 A.M. Jackson Sun Editorial Board
12:00 P.M. Leave for Henderson
(Bo and Richard will drive)
12:30 P.M. Henderson, open Democratic Headquarters,
Meet Mike Lipscomb and Conon Hall,
Party Chairman

Media: Chester County Independent #989-4624.
WHHM #989-5981

1:00 P.M. Leave for Bolivar
1:30 P.M. Bolivar; Democratic Headquarters
South on Highway 125 on left. Meet
Mrs. Marion Knuckley, Clerk & Master #658-3142
2:30 P.M. Leave for Somerville
3:00 P.M. Somerville, Court Square
Meet Billy Barnes #465-2684
Media: The Fayette Falcon #465-3567
4:00 P.M. Fly to Nashville
5:00 P.M. Arrive Big Brothers
5:30 P.M. Nashville, Meeting with black leaders
Contact: George Barrett, location to be
announced
8:30 P.M. Presidential debate

Overnight in Nashville

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SCHEDULE FOR JIM SASSER

Thursday, October 7

6:30 A.M. John Pitts pick up at home
7:00 A.M. Big Brothers, fly to Memphis
8:00 A.M. Arrive Memphis Aero
9:30 A.M. Dolores Walker, Cut radio tapes
10:00 A.M. Leave for next event
10:30 A.M. Universal Life Insurance. Handshaking
Walkthrough. Contact: Mr. A. Maceo Walker, President
11:30 A.M. Leave for next event
11:55 A.M. Metro Community Center, Handshaking
Dr. J. & Sunny Thomas Streets
11:55 A.M. Leave for next event
12:30 P.M. P. C. Yesso, Senior Citizen Center
Beale & Sunny Thomas Streets; Brief remarks
1:00 P.M. Lunch. Black elected officials, Travelodge
2:20 P.M. Leave for airport
2:30 P.M. Fly to Nashville
3:30 P.M. Arrive Big Brothers. Meet Dick Lodge and Ralph Sasser
Drive to White House
4:15 P.M. White House High School
Dr. Bill Epps, Principal; Fund raising reception
sponsored by the Sumner County Education Association
6:00 P.M. Gallatin High School; Fund raising reception
6:30 P.M. Leave for Nashville
7:00 P.M. Nashville. Sheraton, cocktail party, outside
Mediterranean Room, handshaking
Tennessee Nurses Association, Contact: Beth Smith,
Johnson City, Chairman, Nurses Political Action
Committee and Rosemary Egan of the Nurses
Association Staff. (JRS was originally scheduled for
8:30 P.M. at the banquet)
7:30 P.M. Leave for Big Brothers
7:45 P.M. Fly to Shelbyville
8:00 P.M. Arrive Shelbyville. John Burns will pick up
8:15 P.M. Bedford County Democratic Rally, Celebration grounds
9:30 P.M. Leave for airport
9:45 P.M. Fly to Nashville
10:00 P.M. Arrive Nashville

Overnight in Nashville

SCHEDULE FOR JIM SASSER

FRIDAY, OCTOBER 9

- 79917945913
- 1:00 Tennessee Federation for the Aging. War Memorial Auditorium. Contact: Harold Bradley. Brock/Sasser Q and A.
 - 2:15 Mayor Fulton and Fete Thomas will meet at Auditorium for rest of day.
 - 2:45 Washhill Nursing Home, handshaking.
 - 3:15 WSEN radio interview. Wilson Frazier. (10 minute tape for Sunday show, Q and A).
 - 3:45 AVCO plant gate. Handshaking. Tommy Maynard will meet. (Note: Joe Spence handed out material here at the lower gate yesterday).
 - 4:30 Meharry. Handshaking at Health Fair.
 - 4:55 Handshaking on Jefferson Street. Ludie Wallace and Jim Hawkins will meet.
 - 6:30 Bean Supper. Labor Temple. Tennessee State Labor Council. Brief remarks.

NOTE: A brief stop by a meeting of business agents of Tennessee Pipe Trades is being arranged. Meeting at Quality Court next to Labor Temple. 10-3:30 P.M. Contact Charlie Bray #254-7235 or 1104.

SCHEDULE FOR JIM SASSER 1950

SATURDAY, OCTOBER 9.

- 7:45 John pick up at home.
- 8:15 Fly to Lewisburg.
- 8:45 Arrive Lewisburg. (Jack Adams will meet). #359-1157.
- 9:00 Fund raising breakfast. Marshall County High School.
- 10:30 Fly to Jackson.
- 11:30 Arrive Jackson. (Bo will meet).
- 12:00 Lunch. CWA state meeting. Contact: Jim Stokes #424-5959, #134-6 Ramada Inn. (Congressman Ed Jones and party will meet).
- 1:00 Speech to CWA meeting.
- 1:45 Leave for Airport.
- 2:00 Fly to Paris. (Karl Spray will have second plane).
- 2:20 Arrive Paris. Bob Veazey will meet. #782-3923.
- 2:30 Democratic Fund Raiser, Elks Lodge. Brief remarks.
- 4:00 Leave for Airport.
- 4:15 Fly to Centerville.
- 4:45 Arrive Centerville. Harold Tally .
- 5:00 Dickson County Democratic Rally. Old High School Cafeteria. (All proceeds go to Sasser Campaign). (Harold will supply food to eat on plane).
- 6:00 Leave for Union City.
- 6:40 Arrive Union City. (Bo and Richard will meet).
- 7:00 Dresden. Elementary School. Democratic Fund raiser.
- 8:00 Drive to Trenton.
(Note: Max Speight will supply transportation for Commissioner from Georgia to Union City Airport. Karl will fly him to Memphis, then Karl is finished.)
Don Raby should move the 402 to the Milan-Trenton Airport.
- 8:30 Trenton. Gibson County Democratic Fund Raiser. National Guard Armory.
- 10:00 Leave for Airport.
- 10:15 Fly to Nashville.
- 11:15 Arrive Nashville.
- Overnight in Nashville.

SCHEDULE FOR JIM SASSER

SUNDAY, OCTOBER 10

CDT

- 7:15 John Pitts and Mike Grant will pick up at home.
(NOTE: A number of community leaders will be traveling with you today.)
 - 8:30 St. Vincent de Paul Catholic Church, 1700 Herman St.
 - 9:15 Showers of Blessings Church, 1200 Clay St.
 - 10:05 Coffee at Leslie's, 12th and Buchanan St.
 - 10:30 Shrader Life Church of Christ, Shrader Lane
 - 11:05 Gordon Memorial Methodist Church, Herman St.
 - 1:30 Lunch, Paper Enterprises Office, Clarksville Highway Shopping Center. Interview with Rev. Owen Campion, editor, The Tennessee Sentinel, newspaper of the Catholic Diocese of Nashville. (24,000 circulation.) (NOTE: This interview was scheduled for Friday morning, but was cancelled.)
 - 3:00 Rev. Rabb, King Solomon Church
 - 4:00 Tennessee State University Auditorium - Women's Bldg.
 - 6:00 First Baptist Church, Capitol Hill
 - 8:00 T.S.U. Gymnasium, Atlanta Hawks vs. Washington Bullets.
 - 8:30 Leave for Big Brothers
 - 9:15 Fly to Knoxville
- EDT
- 11:15 Arrive Knoxville. Rob Holliday will pick up at Island Airport.
- Overnight in Knoxville, at Hyatt.

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BARRETT, BRANDT & BARRETT, P.C.

October 22, 1976

GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR.
JAMES R. KNIFFEN
CHARLES R. RAY

OCT 26 AM: 00

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2202

CC 834
MUR 216

763187

William C. Oldaker
Assistant General Counsel
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

RE: MUR 216 (76)

Dear Mr. Oldaker:

This will confirm my telephone conversation with Mr. Spiegel of your office wherein I stated to him that I would be in Washington on Tuesday in response to the three subpoenas issued in the above matter. At that time I will deliver to your office all the material requested in the subpoenas.

Thanking you in advance, I am,

Very truly yours,

BARRETT, BRANDT & BARRETT, P.C.

George E. Barrett
GEORGE E. BARRETT

*Beginning (8/76)
Through*

*mid - October
1976*

BARRETT, BRANDT & BARRETT, PC

LAW OFFICES ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219



OCT 28 9:50

William C. Oldaker
Assistant General Counsel
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

79730149



PIEDMONT AIRLINES

IN TENDERING THE SHIPMENT HEREON FOR CARRIER SHIPPER AGREES TO THESE CONDITIONS OF CONTRACT WHICH NO AGENT OR EMPLOYEE OF THE PARTIES MAY ALTER AND THAT THIS AIRBILL IS NON-NEGOTIABLE AND HAS BEEN PREPARED TO BE USED ON HIS BEHALF BY THE CARRIER.

IT IS MUTUALLY AGREED THAT THE SHIPMENT DESCRIBED HEREON IS ACCEPTED ON THE DATE HEREON IN APPARENT GOOD ORDER, EXCEPT AS NOTED, FOR CARRIAGE AS SPECIFIED HEREON, SUBJECT TO GOVERNING CLASSIFICATIONS AND TARIFFS IN EFFECT AS OF THE DATE HEREON WHICH ARE FILED IN ACCORDANCE WITH LAW. SAID CLASSIFICATIONS AND TARIFFS ARE AVAILABLE FOR INSPECTION BY THE PARTIES HEREON AND ARE HEREBY INCORPORATED INTO AND MADE PART OF THIS CONTRACT.

SMALL PACKAGE AIRBILL

CARRIER **030-** ORIGIN **111A** SERIAL NUMBER **54668740**

DATE **10/15/51** AGENT **WCH**

SHIPPER NAME
W. H. Jones

PACKAGE CONTENTS
PI

STREET ADDRESS
111A

DECLARED VALUE \$ **111A** WEIGHT
NOT TO EXCEED \$500 NOT TO EXCEED 50 LBS

VALIDATION

CITY **ATLANTA** STATE **GA** ZIP CODE **30303**

ACCOUNTING INFORMATION
1ST RATE **PI 0.00** CASH CREDIT GBL/GTR

CONSIGNEE NAME
W. H. Jones

2ND RATE
SHIPPER'S ACCOUNT NUMBER GBL/GTR NUMBER

STREET ADDRESS
111A

EXCESS VALUE

CITY **W. H.** STATE **GA** ZIP CODE **30303**

TAX **1.25** FLIGHT/DATE **10/15/51** DESTINATION **WCH**

SHIPPER OR SHIPPER'S AGENT
X

TOTAL CHARGES **1.25** FLIGHT/DATE DESTINATION

RECEIVED IN GOOD ORDER AS NOTED ON THE BACK THEREOF

TIME

DELIVERY RECEIPT

X-4



PIEDMONT AIRLINES

IN TENDERING THE SHIPMENT HEREON FOR CARRIER SHIPPER AGREES TO THESE CONDITIONS OF CONTRACT WHICH NO AGENT OR EMPLOYEE OF THE PARTIES MAY ALTER AND THAT THIS AIRBILL IS NON-NEGOTIABLE AND HAS BEEN PREPARED TO BE USED ON HIS BEHALF BY THE CARRIER.

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SMALL PACKAGE AIRBILL

CARRIER **030-** ORIGIN **111A** SERIAL NUMBER **54668740**

DATE AGENT

SHIPPER NAME

PACKAGE CONTENTS

STREET ADDRESS

DECLARED VALUE \$ WEIGHT
NOT TO EXCEED \$500 NOT TO EXCEED 50 LBS

VALIDATION

CITY STATE ZIP CODE

ACCOUNTING INFORMATION
1ST RATE **PI** CASH CREDIT GBL/GTR

CONSIGNEE NAME

2ND RATE SHIPPER'S ACCOUNT NUMBER GBL/GTR NUMBER

STREET ADDRESS

EXCESS VALUE

CITY STATE ZIP CODE

TAX FLIGHT/DATE DESTINATION

SHIPPER OR SHIPPER'S AGENT
X

TOTAL CHARGES FLIGHT DATE DESTINATION

RECEIVED IN GOOD ORDER AS NOTED ON THE BACK THEREOF

TIME

CONSIGNEE'S COPY



PIEDMONT AIRLINES

IN TENDERING THE SHIPMENT HEREON FOR CARRIER SHIPPER AGREES TO THESE CONDITIONS OF CONTRACT WHICH NO AGENT OR EMPLOYEE OF THE PARTIES MAY ALTER AND THAT THIS AIRBILL IS NON-NEGOTIABLE AND HAS BEEN PREPARED TO BE USED ON HIS BEHALF BY THE CARRIER.

IT IS MUTUALLY AGREED THAT THE SHIPMENT DESCRIBED HEREON IS ACCEPTED ON THE DATE HEREON IN APPARENT GOOD ORDER, EXCEPT AS NOTED, FOR CARRIAGE AS SPECIFIED HEREON, SUBJECT TO GOVERNING CLASSIFICATIONS AND TARIFFS IN EFFECT AS OF THE DATE HEREON WHICH ARE FILED IN ACCORDANCE WITH LAW. SAID CLASSIFICATIONS AND TARIFFS ARE AVAILABLE FOR INSPECTION BY THE PARTIES HEREON AND ARE HEREBY INCORPORATED INTO AND MADE PART OF THIS CONTRACT.

SMALL PACKAGE AIRBILL

CARRIER **030-** ORIGIN **111A** SERIAL NUMBER **54668740**

DATE AGENT

SHIPPER NAME

PACKAGE CONTENTS

STREET ADDRESS

DECLARED VALUE \$ WEIGHT
NOT TO EXCEED \$500 NOT TO EXCEED 50 LBS

VALIDATION

CITY STATE ZIP CODE

ACCOUNTING INFORMATION
1ST RATE **PI** CASH CREDIT GBL/GTR

CONSIGNEE NAME

2ND RATE SHIPPER'S ACCOUNT NUMBER GBL/GTR NUMBER

STREET ADDRESS

EXCESS VALUE

CITY STATE ZIP CODE

TAX FLIGHT DATE DESTINATION

SHIPPER OR SHIPPER'S AGENT

TOTAL CHARGES FLIGHT DATE DESTINATION

RECEIVED IN GOOD ORDER AS NOTED ON THE BACK THEREOF

TIME

RECONCILIATION COPY

SCHEDULE FOR JIM SASSER

MONDAY, OCTOBER 11

EDT

- 7:00 Diane Nichols will pick up at hotel.
- 7:15 Breakfast. Jewish Community Leaders. Travelodge, Paper Mill Road. Hosts: Dr. Harold Winston and Jack Kronenberg.
- 8:30 Breakfast. Knoxville Ministers Association. S & W Restaurant on Gay Street. Host: Rev. Vaughn Nave.
- 9:30 Walking tour down University Avenue. Meet Jesse Debrou, precinct chairman.
- 9:45 Press conference. College Homes Market. 1609 University Avenue.
- 10:15 Private time. Hosts.
- 11:05 Brief Remarks. University of Tennessee. Political Science Class Dr. Otis Stephens. Room 114, Humanities and Social Science complex.
- 12:00 Handshaking and Discussion with students, University Center Plaza. Meet student body vice-president, Nancy Ann Min.
- 12:45 Leave for Maryville/Alcoa.
- 1:30 Steelworkers Local #309. Handshaking. Dave Ballard, new Blount County Chairman will meet. # 983-7611.
(Toward Maryville on Alcoa Highway through Alcoa. On edge of Maryville. Sky City Store on right. Block further is Union Hall on left, a brick building.)
- 2:00 Handshaking. Alcoa Aluminum Plant.
- 2:45 Blount County Democratic Headquarters, Media interview. WCAP Radio, # 983-4310; Maryville-Alcoa Daily Times, # 983-0260, Maryville Enterprise, # 982-4760.
- 3:45 Leave for Knoxville.
- 4:30 U. T. Daily Beacon Interview with Barbara Wood, Communications Building, U.T. Campus.
- 5:00 WLOT Radio, interview with Gilbert Francis, same locations.
- 5:45 Leave for Island Home Airport.
- 6:00 Fly to Morristown.
- 6:30 Arrive Morristown, Betty Nelson will meet, # 586-1786.
- 6:45 Hamblen County Democratic Rally. VFW Club.
- 8:15 Leave for airport.
- 8:30 Fly to Memphis.
- CDT
- 9:30 Arrive Memphis area.

SCHEDULE FOR JIM SASSER

TUESDAY, OCTOBER 12

CDT

- 5:30 Knox will pick up at Sheraton, Memphis
- 6:00 Firestone Plant Gate. Don Burrus, local president, will meet at Union Hall.
- 7:30 Leave for next event.
- 8:00 Breakfast. Travelodge. Father Jim Lyke, invocation. Rev. O. C. Collins will introduce. Harold Ford will be there. Over 300 invitations.
- 10:00 Private time. Sheraton
- 11:00 LeMayne-Owen University Student Center, Handshaking.
- 11:30 Private time. Sheraton
- 11:45 Private meeting.
- 1:30 Leave for Press Semitar.
- 11:45 Editorial Board, Memphis Press Semitar.
- 3:00 Leave for airport.
- 3:30 Fly to Union City.
- 4:00 Arrive Union City. Dave Fowler and Bill Acre will meet.
- 4:15 Handshaking. Union City. Media: Union City Daily Messenger
885-0744, WBNK, # 885-1240.
- 6:00 Democratic Party Fund Raiser for Jim Sasser, Fairgrounds.
- 8:00 Leave for airport.
- 8:15 Fly to Nashville.
- 9:15 Arrive Nashville.
- Overnight in Nashville.

Handwritten notes:
- "on radio line" (circled)
- "Dave to Bill" (written over the 4:00 entry)
- "Bill to Dave" (written over the 4:15 entry)

SCHEDULE FOR JIM SASSER

Thursday, October 14

9:00 A.M. Public breakfast. Remarks. Alexander Motor Inn.
9:30 A.M. Democratic Headquarters. Handshaking, 37 E.
Tennessee Avenue
10:30 A.M. Private Briefing, ERDA officials, Federal Building
Wayne Range, public information office.
11:00 A.M. Handshaking, downtown shopping area.
12:00 P.M. Drive to Cherokee (leave earlier, if possible).
12:15 P.M. Arrive Chattanooga.
1:15 P.M. Arrive Chattanooga, Hangar 1, Meet Dan Mayfield.
1:30 P.M. WPTV-TV. Tape Jaycee Question of the Week. Q & A,
(to be shown 17th). Contact Tom Christian.
2:30 P.M. Photo opportunity. JRS and Hamilton County Attorney
for Sasser Committee. Tom Williams, Chairman.
Pioneer Bank Building.
2:45 P.M. Photo opportunity. Hamilton County Teachers for
Sasser. Jack Vincent, Chairman. Location:
Democratic Headquarters, 509 Cherry Street,
#756-5274, (this is tentative).
3:00 P.M. Leave for Airport.
3:15 P.M. Fly to Athens.
4:00 P.M. Arrive Athens Airport. #745-1865, Meet John
Ray McKeenan and Roy Guthrie.
4:15 P.M. Handshaking, Athens.
6:00 P.M. Fly to Knoxville.
6:30 P.M. Arrive Island Airport. Meet Rob Holliday.
7:00 P.M. Laboring Peoples Rally and bean supper, Amalgamated
Clothing & Textile Workers Building, 1124 North
Broadway. No speeches. Legislative Bus will
be there.
7:45 P.M. Leave for next event.
8:00 P.M. Tennessee Retail Gas & Oil Dealers Association,
Merchants Road, Remarks.
8:15 P.M. Leave for next event.
8:30 P.M. Legislative Bus Reception. Andrew Johnson Hotel.
9:30 P.M. Leave for Island.
9:45 P.M. Fly to Tri-Cities.
10:30 P.M. Arrive Appalachian Flying Service. (Phil will meet
Overnight in Johnson City
Carava Inn, #929-1161

SCHEDULE FOR JIMMYE WALKER

Friday, October 15

7:45 A.M. Steve Cradic pick up at motel.
8:45 A.M. WCYD-TV Bristol, live interview, Today on 5. Mr.
Pat Mead and Pa. Coria Mead, 15 minutes, Q & A.
10:00 A.M. Return to Motel.
11:45 A.M. SBK, Tri-Cities Chapter. Speaker only. Q & A.
Cavara Inn, Johnson City.
2:45 P.M. WKYC, Bristol, Radio interview, 30 minutes, Q & A.
(Phil has a possible stop at EFSU or a plant).
6:30 P.M. John Denver Concert. Liberty Bell Complex.
Freedom Hall, Johnson City. Fund raising reception
following.

Overnight in Johnson City.

SCHEDULE FOR JIM SASSER

Saturday, October 16

6:30

7:30 Arrive Big Brothers. Mayor Fulton will meet.

10:00 Handwriting, Bill's Market in South Nashville

Vernon Winfree's Barber Shop

Haines Manor Business District

11:30 Opening of the North Nashville Democratic Headquarters,
Jefferson Street. Mayor Fulton, Sheriff Thomas, John
Hooker.

12:00 Tennessee Young Democrats. Remarks. Vanderbilt Holiday
Inn. Janice Fisher, President.

1:30 Private meeting.

2:30 St. Thomas Hospital. Visit Mr. Carpenter.

3:00 Big Brothers. Tape radio interview with Karl David
Smith, WNSC Radio, McMinnville. (HE is DeKalb County Mgr.)

3:30 Fly to Dickson (Dick Lodge will travel)

3:45 Dickson. Jim Brown will meet. #797-3111; 797-3028

4:00 Sasser Fund Reiser. Fairgrounds. Brief Remarks.

5:00 Fly to Sparta. (New airport)

5:30 Arrive Sparta. Francis Looney will meet. #738-2939.

5:45 White County Democratic Rally. Junior High School.
Brief Remarks.

7:30 Drive to Crossville. Bob Mitchell will provide transportati

8:15 Cumberland County Democratic Rally. Cumberland County
High School.

9:30 Fly to Chattanooga.

EDT

11:15 Arrive Chattanooga. Hanger 1. Dan Mayfield will meet.

OVERNIGHT AT DOWNTOWN SHERATON.

Concluded

5:00

How to Land Nashville

P.A.

SCHEDULE FOR MARY SASSER

Wednesday, June 30, 1976

- 6:00 A. M. Depart Nashville on I-24 South; take AEDC exit just past Manchester; follow signs toward Winchester; after crossing Morris Ferry Bridge, look for Jim Franklin Chevrolet which is at intersection of Deckerd Blvd. Turn left on Deckerd Blvd.; Senic-Restaurant is on right.
- 8:00 A. M. Arrive in Winchester at Senic Restaurant
Deckerd Blvd.
967-4747
coffee and donuts with friends, supporters, and media
Contact: Tommy McBoe, Franklin County Chairman for Sasser
967-1715 (office)
598-0165 (home)
Tommy will meet you here and be with you in Winchester, Cowan, and Sewanee
- 9:00 A. M. Depart to Franklin County Court House
- 9:15 A. M. Handshaking tour of Court House, square, and downtown
- 10:00 A.M. Depart to Cowan
- 10:15 A.M. Arrive for handshaking in downtown Cowan
- 10:45 A.M. Tour of offices of Genesco plant
932-7369
- 11:15 A.M. Shift change at Genesco
- 11:30 A.M. Depart to Sewanee
- 11:45 A.M. Arrive for reception at Sewanee Inn Restaurant
598-5683
Contact: Mrs. Ben (Betty) Chitty
598-0100
- 12:30 P.M. Depart to South Pittsburg - take alternate 41 east to I-24; I-24 south; get off at the South Pittsburg exit; go left under interstate, look for Tennessee-Alabama Restaurant on left
- 1:00 P. M. Arrive for lunch with supporters and media at the Tennessee-Alabama Restaurant
837-6742
Contact: Bill Killian, Marion County Chairman for Sasser
837-8647 (office)
837-8081 (home)
Bill will be with you in S. Pittsburg, Jasper, Whitwell, and Dunlap
- 1:45 P. M. Depart to Jasper
- 2:00 P. M. Arrive in Jasper for handshaking tour of Marion County Court House, square, and downtown
- 2:45 P. M. Depart to Whitwell

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- 3:00 P. M. Arrive for handshaking in Whitwell
- 3:30 P. M. Depart for Dunlap
- 3:30 P. M. Arrive in Dunlap for handshaking and visit to newspaper office
- 4:30 P. M. Depart to Pikeville on Route 28; Agee Motel and Restaurant on Main Street just past the Scotty's sign on the left
- 5:00 P. M. Arrive in Pikeville for reception at Agee Restaurant
447-7202
Contact: Linda Case, Blodsoe County Co-Chairman
447-2672 (office)
447-2276 (home)
Glen Terry, Co-Chairman for Sasser
447-2000 (office)
- 6:15 P. M. A small dinner is being arranged by Bill Pope
447-2305 (office)
447-2928 (home)
- 7:30 P. M. Depart to Falls Creek Falls Inn (RON)
881-3241

Thursday, July 1, 1976

- 7:30 A. M. Depart to Spencer on Route 30
- 8:00 A. M. Arrive in Spencer for handshaking at Court House, visit to newspaper office
Contact: Tommy Hayes, Van Buren County Chairman for Sasser
Tommy will meet you in front of Court House
- 9:00 A.M. Depart to McMinnville on Route 30 to U. S. 70s
- 9:30 A. M. Arrive in McMinnville at the Americana Motel Restaurant
.473-2159
on Route 70 on right; Ernest Davis will meet you here
Contact: Ernest Davis, Warren County Chairman
473-7508
- 9:35 A. M. Depart to Court House
- 9:45 A. M. Handshaking tour of Warren County Court House
- 10:15 A. M. Reception at Sasser Headquarters; media will be present
- 10:45 A. M. Handshaking at shopping center or visit to any media not present at HQ's.
- 11:00 A. M. Depart to Woodbury on U.S. 70
- 11:30 A. M. Arrive in Woodbury for handshaking at Cannon County Court House, square, and downtown; William Clements will meet you in front of the Court House
Contact: William Clements, Cannon County Chairman
563-5769 (home)
563-5650 (elections office)
- 12:30 P.M. Lunch in cafeteria across from Court House

Monday, July 1, 1974

Paul will pick you up in the morning to take you to the filming

7:00 AM Paul will pick you up at the grocery store
located on Columbia Road in Gallatin

8:15 AM Depart for Gallatin

10:00 AM Arrive in Gallatin at Nathan Marsh's house

The house is on Highway 10 5 miles out of Gallatin
Nathan Marsh's house is a 2 story brick
house with a porch and will accompany you to picnic

10:20 AM Depart for picnic at County picnic

11:45 AM Arrive in Gallatinville

12 NOON Arrive in Gallatinville for picnic
The picnic is on Route 25; just past last red
light in Gallatinville on right (Rick-
ards house)

Contact: Gary Thompson
874-2774 (office)
874-2773 (home)

1:00 PM Depart for Gallatinville

1:45 PM Arrive in Gallatinville for picnic; meet Sara
Cannon in front of high school; you can work
and I will have 2 or 3 people there to leaf-
letting people

Contact: Sara Cannon
874-1125 (office)
874-1122 (home)

4:00 PM Depart for Columbia

5:15 PM Arrive in Columbia for picnic
Gary Lindsey will know people here

6:30 PM Depart for Nashville

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SCHEDULE FOR MARY SASSER

Tuesday - July 6, 1976

3:35 p.m. Depart Nashville on Southern Flight # 418
to Tri-Cities

6:09 p.m. Arrive in Tri-Cities
Ray Storer (Democratic Chairman) will meet you

6:30 p.m. Dinner

7:30 p.m. Democratic Executive Committee meeting
Home of Dot Madison 764-3518

Dot will accompany you Wednesday in Tri-Cities
and in Rogersville and Speedville on Thursday

Wednesday - July 7, 1976

Bristol -- contact: Dot Madison

9:00 a.m. News conference
3 Bristol Radio stations

10:00 a.m. WCYB-TV -- talk show taping
30 minutes -- will play July 8.

Kingsport-- contact: Johnny McClellan III,
Sullivan County Sasser Chairman
Office -- 247-7136
Home -- 239-9503

11:15 a.m. Newspaper interviews and radio tapings

Kingsport Times News
Scott Trundle - Publisher

Post Newspaper
Pete Dykes - Publisher and Editor

WGOC-AM Radio
Phil Roberts - General Manager

WKIX-AM Radio
Ken Maness - General Manager

11:00 a.m. WKPT-AM and FM and TV (ABC) Video Tape
Robert Ratcliffe - General Manager

(more)

1:00 p.m.

Remainder in town

1:30 p.m.

Depart to Lafollette on Route 32 to Route 52

1:30 p.m.

Arrive in Lafollette *at each party office*

Contact: Judge Alexander -- 562-3587

142 N. Tennessee Ave

Law Firm - Campbell County Court House

Campbell County Times *100 N. 1st St*

John Vogel, Publisher and Editor

117 North Tennessee Avenue 562-7411

Lafollette Press

John T. Smith, Publisher and Editor

Therese Foster - News Editor

117 North Tennessee Avenue 562-8463

WLAT Elmer Longmire - Manager

117 North 1st St 562-2557

117 North 1st St - 1st floor - 1st building

4:15 p.m.

Depart to Huntsville (Scott County) and Oneida

Contact: Dave Dunaway *117 North 1st St*

office - 562-8543

home - 569-6207

Scott County News Audrey Lloyd - Editor

569-3351 -- Oneida

WBNT AM-FM Hillard Mattie - Manager

569-8598 -- Oneida

5:30 p.m.

Depart to Nashville

789009-3037

*Archives at
Huntsville*

Monday, July 12, 1976

- 5:00 A.M. Depart Nashville on 1-40 Taxi; take the Carthage Courthouse square. Ty Ford will be meeting you at the Courthouse square. Ty will be with you in Carthage, Nashville, Lafayette, Red Boiling Springs, Colina, Gainsboro, Livingston, Brydstown, and Clarksville.
- 6:00 A.M. Arrive Carthage
Contact: Judge Doug Hall, Smith County Chairman for Sauser. (735-2010)
Handshaking at Courthouse square, downtown restaurants.
Contact: Judge Gore (735-1676)
- 10:00 A.M. Depart Carthage
- 11:00 A.M. Arrive Hartsville
Contact: Terry Thompson, Trousdale County Chairman for Sauser (374-3714).
- 11:15 A.M. Arrive at courthouse to speak to court. (Cordell Hull Wilburn has made arrangements.)
Handshaking at courthouse square.
- 12:00 Noon Depart Hartsville
- 12:30 P.M. Arrive Lafayette
Contact: Roland Kirby - Gordon Ford, Chairmen Macon County (666-3993)
Lunch with supporters in Macon County, Ty Smith has made arrangements.
Call Mrs. B.W. McClard, she is a friend of John Collier's Home - 668-2790, Office - 666-3613.
- 2:00 P.M. Depart Lafayette
- 2:15 P.M. Arrive Red Boiling Springs
Work stores, etc. around town.
- 2:45 P.M. Depart Red Boiling Springs
- 3:15 P.M. Arrive Colina for handshaking tour of square, downtown, etc. - Coffee with Clyde King @ Bank. Meet Myrtle Osgath at courthouse.
- 4:15 P.M. Depart Colina
- 4:45 P.M. Arrive Gainsboro
Contact: Hugh Lee Pharris (268-9517) Jackson County Chairman for Sauser.
Handshaking at square.
- 5:45 P.M. Depart Gainsboro
- 6:15 P.M. Arrive Livingston -- Contact Jean Quarles when you arrive ⁸²³⁻¹⁴
Contact: Pat Officer, Chairman Overton County for Sauser.
- 7:00 P.M. Overton County Young Democrats Meeting. You will be going with Mrs. Jean Quarles, Mrs. Synder, & Roma Oakley.
- 9:00 P.M. Dinner with the Quarles family. Remain overnight with Mrs. Jean Quarles.

Tuesday, July 13, 1976

- 6:30 A.M. Livingston Shirt Factory
- 7:00 A.M. Overton Motel for Breakfast, Jean Quarles will accompany you.

- 2-
- 7:00 A.M. Depart Livingston
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- 8:30 A.M. Arrive Brylston
Contact: Judy Ted Yarker (Pickett County)
Handshaking tour of courthouse, stores, etc.
- 10:30 A.M. Depart Brylston
- 11:30 A.M. Arrive Farmstown
Contact: Paul Sidwell Fentress County Chairman for Sasser.
Contact Edith Pile (879-7943) for Lunch.
- 1:00 P.M. Depart Farmstown
- 2:30 P.M. Arrive Sunbright
Contact: John Galloway, Morgan County Chairman for Sasser. (346-6214).
John Galloway will meet you at the Sunbright Motel he will be with you in Sunbright and Wartburg.
- 3:00 P.M. Depart Sunbright
- 3:30 P.M. Arrive Wartburg (Morgan County Seat)
Handshaking at the courthouse.
- 4:30 P.M. Depart Wartburg
- 5:00 P.M. Arrive Rockwood
Contact: Dick Evans, Roane County Chairman for Sasser. (376-5353)
Contact Netha Fowler when you arrive in Rockwood. You will be staying overnight with Netha.
- 6:00 P.M. Press Conference
- 7:30 P.M. B&J Restaurant for Fund Raising Dinner.

Wednesday, July 14, 1976

- 7:30 A.M. Depart Rockwood
- 8:00 A.M. Arrive Oak Ridge - Taping with Sue Oblow (Tentative) Cable TV. Contact Peggy Meier (home) 432-7325 Office) 523-9211. Peggy will be accompanying you.
- 9:00 A.M. Depart Oak Ridge
- 10:30 A.M. Arrive Chattanooga
Contact: Dan Mayfield, Hamilton county chairman for Sasser. Dan will meet you at WRCB at 11:00am.
Noon Talk Show.
You will be staying at the Holiday Inn in Chattanooga

Thursday, July 15, 1976

- 7:30 A.M. Depart Chattanooga
- 9:00 A.M. Arrive Copperhill - Ben Witt (338-5841), will meet you at Gulf Sta. 3 miles after Benton sign. Handshaking tour town, square, etc.
- 10:00 A.M. Depart Copperhill
- 10:30 A.M. Arrive Benton
Contact: Ben Witt (338-5841) Polk County Chairman Ben will meet you at Gulf Station, 3 miles after Benton sign.

1:00 A.M.

799 9 9 9 15 0 4 1

1:00 P.M.

Arrive Cleveland
Contact Roy Decker, Bradley county chairman (472-31
at Dayton, Ohio.
Roy Decker will meet you at the Holiday Inn in Cleve
and will take you to Dayton.

Barbara Evrin will meet you at the Holiday Inn will
have you a room to freshen up in, before the luncheon

Luncheon at the Holiday Inn. (Barbara Evrin)

1:00 P.M.

Depart Cleveland - ^{Ray Corbin} will accompany you to
Dayton.

1:00 P.M.

Depart Dayton
Contact Roy Decker, Rhea county chairman for Sassa

will meet you at the
conference. (Jewel Corbin -775-1438).

7:00 P.M.

Depart to Nashville.

SCHEDULE FOR MARY CASPER

Friday, July 16, 1976

- 6:30
 6:45 A.M. Meet Pat Craddock, driver-companion, at Hdqtrs. 719 Main St. Avco Plant, Twelve Blvd., Front Gate (To be met by Coy Crain)
- 7:30
 8:00 A.M. Genesco, Murfreesboro Road, Main Postico at Flag Pole - stand at door - - Met by Harry Baird.
- 9:00 A.M. Fire Hall at Twelve Blvd.
- 9:30 A.M. 101 Twelve Blvd. Fire Hall
- 9:30 A.M. 134 Fourth Avenue, South - Fire Hall
- 10:15 A.M. Donelson Meet Elmer Disspavne at Garrett Drugs in Merry Oaks Shopping Center. Will go through Merry Oaks, Donelson Shopping and Donelson Plaza. Have someone to help hand out cards. Go by Jack Chandler's Barber Shop if at all possible before getting with Mr. Disspavne. (Jack to work for Jim, putting up signs).
- 12:30 P.M. Driver drops off at 2th Avenue Entrance of National Life Bldg. to be met there by Bob Layard who will take to lunch and through the building as long as energy lasts or until about three.
- 3:00 P.M. Go thru Supreme Court Bldg. or
 Go thru State Library or
 Go thru Cordell Hull Bldg. or
 Call headquarters to have someone pick you up for briefing at Main St. headquarters.
- 4:00
 6:00 P.M. Main St. Headquarters - Briefing on issues.
- 7:30 P.M. Springfield - Vernon's Restaurant (Elizabeth Owen will accompany you to Springfield). Main Hwy. as you enter town.
- Hostess: Betty Alley - Women's Chairperson
 Robert
 Jim & Jean Walton - Campaign Chairmen
- Steering Committee: John R. Long, Treas.
 Rep. Gene Davidson
 Roy Covington
 Will Farmer Toasley
 Mrs. Howard Bracey
 Georgia Mason
- Tony Brookshar, put up signs.

SCHEDULE FOR MARY GASSER

Saturday, July 17, 1976

4:30 P.M. Depart Yorkville for Carthage. Take I-40 to Carthage Exit, then Hwy. 53 into Carthage.

5:30 P.M. Arrive in Carthage for Hugh Dixon Watermelon Cutting. Judge Doug Hall will meet you in front of his office, he is the Chairman in Smith County for Gasser. (735-2910).

Sunday, July 18, 1976

8:30

9:00 A.M. St. Vincent's Catholic Church, 1700 Holman Street. Parish Priest - Father Carroll. Michael Grant and his crew, other Mrs. Smithson will meet you there.

Michael will travel with you to Edgehill Methodist, and 15th Avenue Baptist Church. Michael Grant - 255-9494 or 252-2533.

9:30

10:00 A.M. Edgehill Methodist Church, 1502 Edgehill - Rev. Bill Barnes, (he is on our steering committee - just shake hands.)

10:45 A.M. 15th Avenue Baptist Church, Attend services with Mr. Lytle.

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9:00 A.M. - 10:00 A.M.

Depart for...

Arrive in Dickson for meeting in 1900 Bill Benton was on Park St. second and the light is usually green. Harry Hondermann, Eugene Hondermann and Jim Brown, chairman for Dickson County shall be there.

Contact: Jim Brown, Dickson County Chairman for Sasser o-(700-4011) r-(700-3020).

Handshaking tour of town, square, and local nursing home.

10:00 A.M. Depart Dickson (Hwy. 70) for Waverly.

11:00 A.M. Arrive in Waverly for Sasser Headquarters Opening - Refreshments will be served. - In Waverly on Hwy. 70 pass station, on left side of road there is a little restaurant on corner, the next building to it is the College Realty Company, there shall be signs for Sasser outside. Allen Wallace shall be there.

Contact: Allen Wallace, Humphreys County Chairman for Sasser o-(296-4254) r-(296-4492).

Handshaking square, town, etc.

1:30 P.M. Depart Waverly (Hwy. 70) for Camden.

2:00 P.M. Arrive in Camden for meeting in Wesmer Restaurant, few blocks from square - supporters and County Chairman for Benton County, Judge Everett L. Smith shall be there.

**Judge Everett Smith, Chairman shall meet you on Hwy. 70 in New Johnsonville, he will be in a 74 Cadillac (tan). (has a Sasser bumper sticker on bumper). r-(901-524-7202).

3:00 P.M. Depart Camden (Hwy. 70) for Huntingdon.

3:30 P.M. Arrive in Huntingdon - Go to Courthouse on Hwy. 70 to Don Aiken's office, he shall be there waiting for you to arrive.

Contact: Don Aiken, Carroll County Chairman for Sasser. o-(901-284-3011) r-(901-936-3932).

Handshaking tour of town, square, etc.

4:30 P.M. Depart Huntingdon (Hwy. 70 until you reach Milan then take Hwy. 77 which will change to Hwy. 104 into Dyersburg.)

5:30 P.M. Arrive in Dyersburg for Governor's Rally at National Guard Armory. Noel (Skip) Riley chairman for Dyer County shall meet you at his office. (go to courthouse square, then west on Church St., office building on right across from Federal Post Office. Skip shall attend Gov. Rally also

Contact: Noel (Skip) Riley, chairman for Dyer County. o-(901-284-5074).

Governor's Rally at 7:00 P.M. (at Jones) ^{Room 56}

*You will be staying at the Revolution Inn 235-3151 (Hwy. 51) Room 56

She will call @ 6:00

- 7:00 A.M. Depart Union City (Hwy. 3) to South Fulton.
- 7:30 A.M. Arrive in South Fulton for handshaking at factories and stores. Contact: Mr. James Coleman, Chairman for Obion County.
- 8:00 A.M. Depart South Fulton (Hwy. 43B) for Butlerford.
- 8:30 A.M. Arrive in Butlerford for handshaking at factories and stores. Contact: Mr. James Coleman, Chairman for Obion County.
- 9:00 A.M. Depart Butlerford (U.S. Hwy. 75W) for Weston.
- 9:30 A.M. Arrive in Weston, Mr. Dave Fowler, Chairman Obion Co. (901-364-2922) will meet you at the Weston Radio Station. Handshaking around town.
- 10:00 A.M. Depart Weston (Hwy. 3) to Union City.
- 11:00 A.M. Arrive in Union City; Dave Fowler Obion County chairman will meet you at the press and radio stations.
- 12:00 noon Democratic Women's Club having a luncheon at the Biltmore Junior Hotel - Dutch.
- 1:00 P.M. Depart Union City (Hwy. 3) to South Fulton.
- 2:00 P.M. Arrive in South Fulton (Hwy. 3) to South Fulton.
- 2:45 P.M. Depart South Fulton (Hwy. 43) to Martin.
- 3:00 P.M. Arrive in Martin, Contact: Mack Spaight Weakley County Chairman for Sharon. o-(901-364-2922) r-(901-364-2922). Mack will meet you at the Martin Radio Station- WCMT on Hwy. 43E, he shall be in a silver gray/maroon vinyl top Chevrolet Caprice. Mack shall be with you thru Weakley County.
Handshaking around town, square, etc.
- 4:00 P.M. Depart Martin (Hwy. 45E) for Sharon.
- 4:15 P.M. Arrive in Sharon for handshaking of town, stores, and square.
- 4:45 P.M. Depart Sharon (Hwy. 89) for Dresden.
- 5:00 P.M. Arrive in Dresden,
Oak Wind Restaurant for dinner & meet with several people.
You shall be staying at the Dresden Motor Inn (364-3151).

6:00?
7:20?

- 10:00 A.M. Depart Paris (Hwy. 71) into Paris.
- 10:30 A.M. Arrive in Paris. Handshaking around town, square, etc.
- 11:00 A.M. Depart Paris (Hwy. 72 then Hwy. 71) into Paris.
- 11:45 A.M. Arrive in Paris. Handshaking around town, square, etc. Bob shall take you to the papers and radio stations.
- 12:00 Noon Lunch at the home of Don Cherry Chairman of Stewart Co. Spectators from around Stewart Co. shall be there.
- 1:30 P.M. Depart Dover (Hwy. 49) into Erin.
- 2:00 P.M. Arrive in Erin for handshaking at courthouse, downtown area, hospitals, and factories.
- 2:00 P.M. Depart Erin for Nashville.

Welcome home!

Handwritten notes:
 Mary...
 1315...
 3401

SCHEDULE FOR MARY SASSER

Friday, July 23, 1976

5:45 A.M. Miriam McFadden will pick you up at your home.

6:15 A.M. Horace Small Manufacturing.

7:00 A.M. Methodist Publishing House.

8:00 A.M. Flea Market and State Office Buildings.

11:00 A.M. Luncheon Tennessee University (Faculty). Joan Elliott will pick you up at the 2701 Jefferson Street Headquarters. Stop in the Headquarters to shake hands - then Joan will take you to the University luncheon.

2:00 P.M. (Central Time) Leave Nashville for Morristown.

4:15 P.M. (Eastern Time) Arrive in Morristown for the Hamblen County Rally. Betty Nelson will pick you up at the airport.

*When you arrive at the airport there will be an interview, photographer & reporter from local paper & radio station.

*When rally is over Betty Nelson will get you back to the airport. You depart for Maryville to spend the night, you have reservations at the Quality Inn, two rooms have been reserved one for the pilot and one for Elizabeth and yourself.

*You will be picked up at the Maryville airport by Gladys Mitchell and Apes Bird

**Betty Nelson shall call the Mitchell residence in Maryville once you are on the plane to let them know when to expect you in Maryville. (Mitchell #983-2347).

(Cherokee & Knoxville Airport)
where you land when in Maryville.

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Saturday, July 24, 1976

- 5:00 A.M. Plant Gate in Maryville, Agnes Bird shall pick you (-)982-6 at the facility for to take you. Agnes Nicholson is the court chairman.
- 7:00 A.M. Breakfast at the Plant Gate.
- 8:00 A.M. Depart Maryville for airport to fly to Athens Agnes Bird shall take you to the airport.
- 9:45 A.M. Arrive in Athens, John Ray McKeohan the McMinn County Chairman will meet you at the airport. O-(745-0261) r-(745-1
Coffee at the
- 11:00 A.M. Depart Athens for Decatur, John Ray McKeohan will drive you to Decatur.
- 11:30 A.M. Arrive in Decatur, Jim McKensie the Macon County Chairman will meet you at the courthouse. r-(334-5947).
Jim McKensie shall have a crowd at the courthouse to meet you. Work crowd (handshaking) etc.
- 12:00 P.M. Depart Decatur to drive back to Athens to fly to Chattanooga. John Ray McKeohan will drive you back to airport.
- 2:00 P.M. Arrive in Chattanooga, Dan Mayfield will meet you at the airport (Piper Service). Dan will drive you in to downtown Chattanooga for the CWA Statewide Meeting at the downtown Meridian, Building dedication; Open house. Contact: Jim Proter o-(234-1805) r-(794-2099).
- 4:00 P.M. Ocoee - Polk County Rally at the Ocoee Elementary School Contact: Don Will, chairman for Polk Co. o-(332-2841) r-(332-2034). - Dan Mayfield shall drive you to Polk County. Dan will stay with you to drive you back to Chattanooga.
- 6:00 P.M. Chattanooga for Hamilton County Rally at East Lake Park, Lillian Robinson. (r-622-8286). Commissioner Bass will speak.
*Dan shall get you back to Piper Service at the airport for you to depart for Crossville.
- 7:30 P.M. (Central Time) Arrive in Crossville for Cumberland County Rally. Covered dish supper at Cumberland Co. State Park, Gladys Curothers (334-8110) home. Headquarters.
Contact: Bob Mitchell the Cumberland Co. chairman shall meet you at the airport. (r-484-6478) (o-484-5117). After Cumberland County Rally, Bob Mitchell will take you back to the airport to depart for Nashville.

SCHEDULE FOR MARY GASSER

Tuesday, July 25, 1976

8:00 A.M. St. Plus Catholic Church

8:30 A.M. Farmer's Market on 3th Avenue & Jefferson.
11:12.

10:00 A.M. Schouler Lane Church of Christ.
11:11

*Stop for Lunch.

12:00 P.M. First Baptist, East Nashville - 601 Main Street.

2:00 P.M. County Chairman Meeting at the Downtown Sheraton
on 7/25/76

**Michael Grant will pick you up at your house to take you to the churches. Michael has checked all the colors out, and will be with you to each one. Then, Michael shall drop you by the headquarters or carry you on to the meeting at the downtown Sheraton let him know which would be best for you.

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SCHEDULE FOR MARY SASSER

Monday, July 26, 1976

7:00 A.M. Depart Nashville

7:45 A.M. *Arrive in Gallatin for interview with WMAG-radio @ 8:05.

Contact: Mr. J.M. Morris (r-452-1549) (o-452-4550).

Mr. Morris will meet you at the 134 Public Square Headquarters. He will remain with you through Sumner County.

*Dorland

*Gallatin for a luncheon. Mr. Morris shall take you.

1:15 P.M. Depart Gallatin

2:30 P.M. *Arrive in Clarksville for Headquarters Opening @ 4:00.

Contact: Ross Hicks (522-1480) - Handshaking around town.

Ross Hicks will meet you at 123 South 3rd Street. (H.Q.)

*Go by the Clarksville Leaf Chronicle - - Thank them for their endorsement for Jim Sasser in their paper.

6:00 P.M. Depart Clarksville

6:45 P.M. *Arrive in Nashville.

7:00 P.M. *Joel Mosley's home, 237 Golf Club Lane. -- Nashville Democratic Women Picnic.

8:00 P.M. *Bill Boner Fish Fry - -

SCHEDULE FOR MARY KATHEN

Tuesday, July 27, 1976

Southern Flight #411 Leaves Nashville 7:15 A.M.
Arrive Jackson - 7:45 A.M.

7:45 A.M.

Don Thomas or Lillian Colbeck will pick you
at the airport. Don Thomas (901-424-0403 P.O.)
(r-901-668-1345).

Factory, handshaking around town, etc.

Coffee at the Jackson Headquarters.

2:30 P.M.

Depart for Airport.

Southern Flight #418 Leaves for Nashville at 3:09 P.M.

Arrive in Nashville at 3:39 P.M.
Daily or Donna will be at the airport
to pick you up.

SCHEDULE FOR MARY CASSELL

Wednesday, July 29, 1954

- 8:00 A.M. Depart Nashville
- 9:00 A.M. Arrive in Nashville for coffee at the home of Mr. & Mrs. Frank Brown on Verdy Road.
Contact: Joe & Mary Clinard (799-2400)
Joe & Mary will meet you at the Log Gas Station, after you enter the city limits. (Gas station was known as "Lumber Oil").
- 10:00 A.M. Depart Nashville.
- 10:00 A.M. Arrive in Columbia, for handshaking tour of town (stores, stores, etc.)
Car for Clark will meet you at Oldham Restaurant, 200 Commerce Union Bank, on North Garden Street. Get car park in the Commerce Union Parking lot, then walk over to the Oldham Restaurant.
Cashier Lindley will know people in Columbia. (681-4450).
- 12:00 P.M. Depart Columbia - Hwy 99, right on 31, then 64 into Wheel.
3
10
0
12:00 P.M. Arrive in Shelbyville, go by the newspaper, handshaking around town.
Contact: Dr. John Burns (681-3445) office (681-3446) home
*Christine Burns: Dr. Burns wife
will meet in Wheels @ Pipers Store-Mobile Co.*
- 3:00 P.M. Depart Shelbyville
Mrs. Burns will meet you at the headquarters in Nashville. Hwy. 11 go to roundabout - look for old bank building, then corner of ...
Best Bank, Westlake.
- 3:30 P.M. Arrive in Tullahoma for ~~presentation~~ and handshaking tour of town, stores, etc.
Contact: Don Ray (455-8559) office, (455-0256) home.
Don Ray will meet you at his office on Hwy. 41A, into town, 1st light, half block down on right (Kouss) law office. The man Ray, Van Claine Law Firm.
- 5:00 P.M. Depart Tullahoma for Nashville.

SCHEDULE FOR MARY SASSER

Thursday, July 29, 1976

8:00 A.M. Depart Nashville

9:00 A.M. Arrive in Cookeville

Chairman: Dr. Jim Vaden
(n-526-3717) (r-526-2112)

Mildred Scott will meet you at the Headquarters on the square. Bids. had Sasser for Senate Banner on front. Headquarters is upstairs.

Breakfast at home, store, etc. Go by media.

11:30 A.M. Depart Cookeville

12:00 Noon Arrive in Sparta for luncheon at the Tennessee
Hotel.

Chairman: Ms. Frances Looney
(738-2939)

Frances will meet you at the Tennessee Hotel, it's
after you exit at Sparta Exit on the right (Smithville P

2:00 P.M. Depart Sparta

3:00 P.M. Arrive in Murfreesboro for reception.

Chairman: Ms. Harriot Haynes
(R.O. 893-2466) (r-893-0616)

Harriot will meet you at the Holiday Inn just after
you take exit 78B. (Murfreesboro Exit). in the parking
lot. She will be in a Buick LeSabre, tan top.

5:30 P.M. Depart Murfreesboro on Hwy. 231.

6:30 P.M. Arrive in Lebanon for Lebanon Rally - Richard Brodhead
and wife Lisa will meet you on the Lebanon Public Square.

Chairman: Richard Brodhead
(0-444-7707) (r-449-2330)

Hwy. 231 will take you directly into Lebanon to the
Square where the rally is to be held. (Potter Park)

"Jim Sasser will also be attending this rally, you
will travel with Jim onto McMinnville for a rally.

(Later that night you will leave on a private
plane to Knoxville with Jim. Once in Knoxville
Elizabeth and yourself will be staying at the
home of Mr. & Mrs. Bill Hicks (Ann). Jim Petrone
will pick you up at the airport, Bill & Ann will
also greet you at the airport to take you on to
their home for the night.)

3 2 2 3 1 5 9 3 5

FRIDAY, JULY 20, 1976

KNOWVILLE - - Jim Leake, Knox County Chairman (H.C.-714-02)

6:30 A.M.

Plant Gate - Conava Blvd. Will accompany you.
Am. Airlines will meet you at the plant gate, Conava Blvd.
Will be there at 6:30 A.M.

100%

→ You will meet up with Jim Leake at
A. Leake's for breakfast - *100%*

Historic State Hospital

Southwest School - School for handicapped

... can be interviewed

... have a full day planned

7:15 P.M.

Arrive at airport for Southern Flight #417 leaving
for Knoxville. Will arrive in Nashville at 6:43 P.M.

SATURDAY, JULY 21, 1976

Take I-40, to Lebanon, Murfreesboro Exit.

10:15 A.M.

Arrive in Lebanon for Coffee at the Lebanon Country Club
Linda Brodhead and Vondie Smith are the hostess.

Richard Brodhead is Wilson County Chairman
(6-71-1707) (6-72-0910)

Wade will meet you at the Waffle House on right side
of road after you get off Exit.

11:30 A.M.

Depart Lebanon

12:00 P.M.

Arrive in Nashville - Go to the fairgrounds for the
Metro Picnic (12,000 employees & family). You will
meet up with Jim Sasser here and travel the rest of
the day with Jim. You will be going to:

- **McKwon Irish Picnic
- **Clarkeville - Lone Oak Picnic
- **Tri-Cities Rally for Jim Sasser.

SUNDAY, AUGUST 1, 1976

10:45 A.M.

First Baptist Church, Near Capitol on James Robertson Hwy.
Next to the Tudor Inn. Ms. Kerry Gentry will meet you
at the church. Attend services and little reception after
ward to meet people. (383-5935-Ms. Gentry) Minister of
church - Kelly Miller Smith.

6:00 P.M.

Coctail Party - Davidson County Fundraiser on Lynwood Blv.
Contact: Sally Levine

9:55 P.M.

Arrive at airport for ^{Piedmont} ~~Eastern~~ Flight # 15 departing
for Memphis. You will be staying at the

Departs Nashville @ 12:15 P.M.
Arrives Memphis @ 10:45 P.M.

will pick you up at the airport.

SCHEDULE FOR MARY SASSER

MONDAY, AUGUST 2, 1976 - - MEMPHIS

Contact: Leo Roberts Shelby County Coordinator (901-525-2287) H.Q.
Knox Walkup Shelby County Chairman (901-523-1266) office

6:00 P.M. Plant Gate - International Harvester.

10:00 P.M.
10:30 WHER Radio Station - Interview Prepared Q&A. (30 minute)

11:00 A.M. WOON - (5 minute) Statement.

11:30 A.M. Lunch at Lyle's Center - Senior Citizens home (400 people)
Dress will possibly be there.

12:00 Noon
1:00 P.M. Tour Shopping Mall

5:00 P.M. WLYX - Live Radio Station (5 minute) Statement.

6:30 P.M. American Flight #528
Arrive in Nashville - 7:14 P.M.

CONTINUED FOR MARY CARTER
Wednesday, September 2, 1976

- 7:15 P.M. Depart Nashville I-40
- 10:30 P.M. Arrive Memphis (Theater Court)
2100 Air Mail Tower Building 9130-7600 r-990-7630
- Everyone at the Taylor's Inn, Mike's wife Nancy set up this.
- Meet Nancy at her home, I-40, take Keith Short's By-Pass South
Main, then north on Hwy. 45 into Memphis - Stop 11111, turn
left on Hwy. 45, turn right, turn left again on North
Highway 45 to the airport. In 20 and 2nd Street (100' to
left) turn - the second turn. Nancy shall take you to the
Holiday Inn location.
- 11:30 P.M. Arrive Memphis
- 3:15 P.M. Arrive Memphis I-40
Take Hwy 45-490-3011 r-370-3050
- When you arrive in Memphis on I-40, take I-2400 circle city
Always Hwy. 45 Hwy. 45 follows Hwy. 45 at city Memphis
International Airport.
- 3:30 P.M. Press Conference at Memphis airport with Rosalyn Carter.
- 4:50 P.M. Downtown Mall - Unloading - Media will be there.
- 6:00 P.M. Reception at Wilson - Mary you will arrive with Rosalyn
at this time - the reception started at 5:00.
- Mary shall be riding with Rosalyn Carter all day in a car
furnished by Carter people.
- 9:00 P.M. Mary leaves from Memphis airport - Elizabeth and Mary Nell
will drive to Jackson in the car.
- 7:15 P.M. Mary leaves airport for Jackson.
- 11:45 P.M. Arrive Jackson, John Riffe will pick you up at the airport.
- 8:00 P.M. Arrive Holiday Inn, Hwy. 45 By-Pass.
During Democratic Party's reception, Governor Blanton will be
there. (Governor Blanton's reception will be in Washington).
Riffe's reception begins at 7:30.
- You have reservations at the Holiday Inn on Hwy. 45 By-Pass
for 10 nights - 10 rooms, one single, one double, in the
name of Mrs. J. Carter.
- Elizabeth when you arrive in Jackson go to the Holiday Inn
on Hwy. 45 By-Pass, I have reservations. Once you arrive
you may want to go on to Hwy. 45. Mary will be there at the
reception and John Riffe will see that she gets to her room.
(John Riffe can stay in the public room with Mary).

MEMORANDUM FOR MARY GAYSON
Thursday, September 2, 1960

7:00 A.M. Depart Jackson - On I-10 back toward Memphis, then take
I-75 to Knoxville.

8:00 A.M. Arrive in Knoxville (Hogback County) Billy Barnes Chairman
a-314-2796 or 314-2775

Several women will have coffee for you. Billy shall see
that you are by the Wagner Wilson newspaper.

Billy will meet you at the Western Auto store near the
Coke plant.

10:00 A.M. Depart Knoxville

11:00 A.M. Arrive Polkville (Madison County) Dewey Whitenton Chairman
a-314-2777 or 314-2771

Go to the Polkville - Madison County Fair. *There will be a table set up for you at the fair. The table will be in the fair grounds. The table will be in the fair grounds. The table will be in the fair grounds.*

3:00 P.M. Depart Polkville

3:30 P.M. Arrive Selmer (McHenry County) Paul Simpson Chairman a-645-226
a-645-226

Go to the Selmer - McHenry County Fair. There will be a table set up for you at the fair. The table will be in the fair grounds. The table will be in the fair grounds.

8:00 P.M. Depart Selmer

3:30 P.M. Arrive Savannah (Wayne County) David Jerrolds Chairman a-945-2
a-945-2

David will meet you at courthouse square in Savannah.

Headquarters around town - David will take you by the Savannah
Journal newsstand.

5:00 P.M. Depart Savannah

5:45 P.M. Arrive Decaturville (DeKalb County) Mickey Larkin Chairman
a-314-2777

Go to the DeKalb County Fair. *Meet Mickey on*
the fair grounds.

P.M. Depart for MEMPHIS. - Take Hwy. 60, then I-40 into Nashville.

Mary Gayson

RECORDED FOR THE YEAR
1957, February 12, 1957

10:00 Noon

Continuation of Democratic Party work
in the State of Iowa on 1957 Day.

Continued from 10:00 Noon.

Continued on 1957 Day, 1957 Day, 1957 Day.

09651015760

SCHEDULE FOR MARY SASSER
Tuesday, September 14, 1976

- 7:00 A.M. Depart Nashville (I-40)
- 8:00 A.M. Arrive in Lebanon (Wilson County)
Joyce Washley 404-1332 (Richard & Linda Brodhead the Wilson County Chairman are out of town).
- Joyce will meet you at Shoney's on Hwy. 231 South, Shoney's is on the left after you get off interstate.
Take Lebanon-Warriorsboro Exit - turn left.
- You will have breakfast there - Media will be there
Handshaking around town.
- 10:00 A.M. Depart Lebanon for Cookeville (I-40)
- 11:30 A.M. Arrive Cookeville (Putnam County)
Dr. Jim Vaden County Chairman o-526-3717 r-528-2112.
- Take Sports Exit (42) Go to Cookeville square - turn right go 2 blocks - on left Building has signs: Sasser, Carter, Demo. Party. Dr. Vaden will meet you there.
- Open Democratic Headquarters - Media will cover.
- Lunch at Rice's Restaurant.
- 1:30 P.M. Depart Cookeville (I-40) to Wartburg (U.S. Hwy. 27).
- TIME CHANGE
- 3:30 P.M. Arrive Wartburg (Morgan County)
John Galloway County Chairman o-346-6214 r-628-2467.
Vona Barcliff - lady chairman 346-3479.
- Meet at *Wartburg Sandwich Shoppe on U.S. 27. Across Co-op.*
Home will meet you.
- Handshaking around town - Co by the media.
- 4:30 P.M. Depart Wartburg for Oakdale (Hwy. 27).
- 5:00 P.M. Arrive Oakdale (Morgan County)
Stop at service stations, stores, etc. to shake hands with people.
- 5:15 P.M. Depart Oakdale for Harriman (Hwy. 27).
- 5:45 P.M. Arrive Harriman (Roane County)
Judge Willard Kitzrell o-882-0434 r-882-2668. *P.A.*
Dick Evans is the Roane County Chairman - he is out of town.
- Chipper Dunn & Wendy Taylor will meet you at the Holiday Inn in Harriman. You have reservations to remain overnight here.
- 7:00 P.M. Chipper & Wendy will take you to reception in your honor
til in Kingston - - This is being sponsored by the Demo. Women Club.
9:00 P.M.

- 7:30 A.M. Depart Harriman for Rockwood (U.S. 27). Tom Burkett will meet you at the Holiday Inn in Harriman to take you.
- 8:00 A.M. Arrive Rockwood (Moore County)
Tom will take you to Rockwood Times for interview with Nancy Baird (daughter of Ray) - Editor of the Rockwood Times - Ray is in the hospital in Oak Ridge Room # 1.
Interview with WOFE radio, you will be interviewed by Peabody Howard.
Handshaking around town.
- 9:20 A.M. Depart Rockwood for Spring City (U.S. 27).
- 10:15 A.M. Arrive Spring City (Cherokee County)
Tom Wright, County Chairman o-775-0692
Buddy Jewel & Mrs. Tom Wright will meet you at the WQ Restaurant on Hwy. 27 at 10:30.
Handshaking around town. - Go by Rhea Co. News.
Buddy & Mrs. Wright will go with you to Dayton.
- 11:20 A.M. Depart Spring City for Dayton (U.S. 27).
- 12:00 Noon Arrive Dayton
Lunch at the Dayton Restaurant - Interviews with Dayton Herald and WTVN Radio Station.
Courthouse for handshaking.
- 2:00 P.M. Depart Dayton for Pikeville (Hwy. 30 to Hwy. 127)
Time Change CST
- 2:30 P.M. Arrive Pikeville (Blades County)
Linda Case County Chairman o-447-7672 r-447-2273.
Linda will meet you at Acee Restaurant on Hwy. 127
Interview with Bladesonian-Banner & WUAT Radio.
Handshaking around to stores.
- 2:45 P.M. Depart Pikeville for Dunlap (Hwy. 127)
- 3:15 P.M. Arrive Dunlap (Sequatchie County)
Paul Hudson r-653-6127 County Chairman.
* Paul will meet you at Jerry's Restaurant on Hwy. 127.
Handshaking around town & square. - Go by Dunlap Tribune.
- 4:15 P.M. Depart Dunlap for Chattanooga.
Time Change EST
- 5:00 P.M. Arrive Chattanooga (Hamilton County)
Dan Mayfield County Chairman o-756-8585 r-756-8027.
Go to the downtown Sheraton to check in-for night and to freshen up. Dan will call you once you have checked in.
- 7:00 P.M. Governor's Reception - Downtown Sheraton.
R.O.N. - Downtown Sheraton.

8:30 A.M. Dan Mayfield will pick you at the Holiday Inn

Dan has put together a breakfast for you
Tom Starn's will also be there. Dan, he is the 3rd District
Field Coordinator. For him to be able to pick you to Cleveland!

11:00 A.M. Depart for Cleveland

11:30 A.M. Arrive Cleveland (Trudley County)
Charlie Corn 0-756-3313 r-756-6731 County Chairman

Handshaking at courthouse, stores, etc.

*Charlie Corn will meet you at the Holiday Inn on Keith Street.

Interview with Cleveland Daily Banner, Cleveland Morning Sun, & WNCB Radio

Charlie will also take you by the Cleveland H.Q.

2:15 P.M. Depart Cleveland for Chattanooga

3:00 P.M. Arrive in Chattanooga

Once back in Chattanooga contact Dan Mayfield 0-756-3585 r-756-3327.

5:30 P.M.

Democratic Party Fundraiser - - Cannon Hills Apartment Clubhouse

7:00 P.M.

Depart for Nashville.

SCHEDULE FOR MARY SASSER

THURSDAY, SEPTEMBER 17, 1986

11:00 A.M.

Arrive in Goodlettsville (Davidson County)

Sara Crabtree will meet you at her office.
Past Goodlettsville High School on Dickerson Road
Turn at first traffic light left. Building is on the
right - Barber shop, Paint store, & Realty Company.
Entrance of the Realty Company - - (Memorial Drive).

Lunch at Eiders Pharmacy - - - they will have a
camera so there are no extra pictures or paper.

Interview with Goodlettsville Gazette.

Sasser will take you around to stores, around town to meet
people who are businesses in Goodlettsville.

6:30 P.M.

Tom Doughty's office - Fairgrounds for Dianer.

1 2 3 4 5 6 7 8 9 0

SCHEDULE FOR MARY SASSEER
Saturday, September 18, 1976

Central Time

7:30 A.M. Depart Nashville from Big Brother Airport.

Eastern Time

9:30 A.M. Arrive McMinn County Airport.
John McKeehan will pick you up at airport and provide transportation.

10:00 A.M. til
12:00 Noon McMinn County Headquarters Opening.

12:30 P.M. Depart McMinn County Airport - John McKeehan will take to airport.

1:00 P.M. Arrive Cherokee Aviation (Knoxville Airport).
Rob Holiday will pick you up at Cherokee Aviation to take you to Hyatt Regency in Knoxville.

1:30 P.M. Arrive Knoxville - Hyatt Regency to meet and have lunch with several Knoxville women.

3:00 P.M. Rob Holiday will take you to the Knox County Fair.

4:00 P.M. Depart Knox County Fair for Hyatt Regency.

4:30 P.M. Arrive Hyatt Regency - Ask for key at desk to Geneva Sneed's room to rest & freshen up.

5:30 P.M. Lobby - Handshaking.

6:00 P.M. Arrive at Reception.

6:45 P.M. Depart Hyatt Regency for Cherokee Aviation.

7:30 P.M. Depart Cherokee Aviation for Jamestown Airport.

Central Time

7:00 P.M. Arrive Jamestown Airport
Edith Pile will meet you at Jamestown Airport and take you to the Pentress County Rally.

7:30 P.M. Arrive at Pentress Co. Rally.

8:00 P.M. Mary will be allowed to speak.

9:00 P.M. Depart for Jamestown Airport

9:30 P.M. Depart Jamestown Airport for Nashville.

SECRET MARY SASSEK
Saturday, September 19, 1976

Central Time

7:30 A.M. Depart Nashville from Big Brothers Airport.

Eastern Time

8:30 A.M. Arrive McMinn County Airport.
John McKeehen will meet you at airport and provide transportation.

10:00 A.M. McMinn County Headquarters Opening.

10:00 Noon

11:30 P.M. Depart McMinn County Airport - John McKeehen will take to airport.

1:00 P.M. Arrive Cherokee Aviation (Knoxville Airport) TN.
Bob Williams will pick you up at Cherokee Aviation to take you to Hyatt Regency.

1:30 P.M. Arrive Hyatt Regency - Hyatt Regency to rest and have lunch with several Knoxville people.

2:00 P.M. Bob Williams will take you to the Knox County Fair.

4:00 P.M. Depart Knox County Fair for Hyatt Regency.

4:30 P.M. Arrive Hyatt Regency - Ask for key at desk to Geneva Speed's room to rest & freshen up.

5:30 P.M. Lobby - No talking.

6:00 P.M. Arrive at Reception.

6:45 P.M. Depart Hyatt Regency for Cherokee Aviation.

7:30 P.M. Depart Cherokee Aviation for Jamestown Airport.

Central Time

7:30 P.M. Arrive Jamestown Airport
Bliss Pate will meet you at Jamestown Airport and take you to the Veterans County Rally.

7:30 P.M. Arrive at Veterans Co. Rally.

8:00 P.M. Navy will be allowed to speak.

9:00 P.M. Depart for Jamestown Airport.

9:30 P.M. Depart Jamestown Airport for Nashville.

SCHEDULE FOR MARY SASSE
Monday, September 20, 1976

7:00 A.M. Depart Nashville

9:30 A.M. Arrive Camden (Benton County)
Judge Verline Smith 334-7212

Mrs. Haney, Mrs. Blackburn, Mrs. Northcott will meet you in New Johnsonville at sleeping center on Hwy. 70.

Interview with Camden Chronicle and 15 minute talk show on NEWS Radio.

Breakfast at the Elmer Restaurant.

11:30 A.M. Depart Camden.

11:45 A.M. Arrive Fayette (Carroll County)
Bill McConnell 444-7110 (Don Aiken Chairman unable to be with you, in absent court this week).

Bill will meet you at the Factory Outlet store on hill as you come into Fayette.

Handshaking stores.

12:30 P.M. Depart Fayette.

1:00 P.M. Arrive Union Gap (Carroll County)

Handshaking - Bill McConnell will take you to the Carroll Co. Fair, the media will be there to take pictures & interview.

Lunch at one of the booths set up at the fair.

2:30 P.M. Depart Union Gap.

4:00 P.M. Arrive Jackson (Madison County)
Tom Thomson 6-668-7225 r-668-1245

Don or Gillian Melvack will meet you at Exxon Service Station near Interstate, on Hwy. 70 before you get to Jackson. Several other Service Stations around.

7:30 P.M. Democratic Dinner - Madison County

R.O.V. Holiday Inn, Jackson - - Check in rest & freshen up before 8:00 P.M.

SCHEDULE FOR TARIK SAH
Thursday, September 21, 1976

8:00 A.M. Leave Jackson (Wyo. 10 - bus take 70).

9:00 A.M. Arrive Parkville, Mo. - bus take 70
10:00 A.M. Arrive Parkville, Mo. - bus take 70

Dolly and Brian & Roger of Parkboldt, Tom McCaslin shall meet
you at Hotel Tower Restaurant on Hwy. 70, on left side of road.
Work theory, then to Center.

Interview with Dr. David C. Smith, a radio station.

Interview with Dr. David C. Smith.

11:00 A.M. Depart Parkville for Nashville.

1:00 P.M. Arrive Nashville.

2:00 P.M. Depart Nashville for Memphis.

Central Time

4:00 P.M. Depart Memphis for Tri-Cities. - Carl Sprey is pilot
4:00-4:30 P.M.

Eastern Time

6:45 P.M. Arrive Tri-Cities
Johnny McMillan will pick you up at Appalachian Flying Service
and take you to Hotel Inn.

7:00 P.M. Governor's Reception at Grand Inn.

7:00 P.M. Depart Hotel Inn of Appalachian Flying Service.
Johnny McMillan will take you to airport.

Central Time

8:00 P.M. Arrive Nashville, Mo. Brother Aircraft.

7:00 A.M.

Depart Nashville.

8:30 A.M.

Arrive Knoxville (George County)
Paul H. Hannon Chairman - 423-4111 - 423-4111.

Bob will meet you at the Courthouse on Main St.
Interview with Paul Hannon on radio.

9:45 A.M.

Depart Knoxville.

10:15 A.M.

Arrive Crossville (George County)
Paul Hannon Chairman - 423-4111 - 423-4111.

Bob will meet you at
Interview with Paul Hannon on radio.
Interview with Paul Hannon on radio.

11:30 A.M.

Depart Crossville.

12:15 P.M.

Arrive Johnson City (Carter County)
Paul Hannon Chairman - 423-4111 - 423-4111.

Bob will meet you at the R.O.N. on Main Street, where Ray. 80 & Ray. 2
Interview with Paul Hannon on radio.

Interview with Paul Hannon on radio.

Interview with Paul Hannon on radio, trying to have uncor. to
Robert Hannon.

1:45 P.M.

Depart Johnson City.

2:15 P.M.

Arrive Johnson City (Carter County)
Paul Hannon Chairman - 423-4111 - 423-4111.

Bob, his wife Cuckie, & the Williams will meet you at his office on the
Interview with Paul Hannon on radio.

Interview with Paul Hannon on radio.

3:15 P.M.

Depart Johnson City.

4:00 P.M.

Arrive Johnson City (Carter County)
Paul Hannon Chairman - 423-4111 - 423-4111.

Bob will meet you at

Interview with Paul Hannon on radio.

Interview with Paul Hannon on radio.

5:30 P.M.

Depart Johnson City.

6:30 P.M.

Arrive Crossville (George County)
Bob Hannon Chairman - 423-4111 - 423-4111.

Bob will meet you at the R.O.N. on Ray. 127 coming into Crossville.
R.O.N. - - Highway 127.

Friday, September 22, 1976

7:00 A.M. Depart Bristol for Memphis.
7:15 A.M. Arrive at Memphis International Airport - Taxicab - Yellow Hall.
7:30 A.M. Depart Memphis International Airport - Taxicab - Yellow Hall.
8:00 P.M. Depart Memphis International Airport.
8:30 P.M. Depart Memphis International Airport for Knoxville.

Memphis, Tenn

7:00 A.M. Depart Memphis International Airport for Knoxville.
7:15 A.M. Arrive at Knoxville International Airport - Taxicab - Yellow Hall.
7:30 P.M. Depart Memphis International Airport for Knoxville.
8:00 P.M. Depart Memphis International Airport for Knoxville.
8:45 P.M. Arrive Knoxville International Airport.
9:00 P.M. Depart Knoxville International Airport for Knoxville.
P.O.S. Knoxville, Tenn

Saturday, September 23, 1976

For Matteson shall take you to all the media in Bristol & Kingsport for press photos.
12:00 Noon Depart Memphis for Knoxville.
2:00 P.M. Depart Knoxville International Airport. - Dr. Matteson shall take you to the airport.
3:30 P.M. Depart Knoxville International Airport for Nashville.

Concord, Tenn

3:30 P.M. Arrive Nashville on Big Southfork.
5:00 P.M. Arrive at the home of Billie Jean Wood for reception, for Evelyn Dubrow for press photos in N.C. for photos - 477 - also photos.
7:00 P.M. Depart Nashville on Big Southfork.

Company A Mrs. Winters
Company B Mrs. Johnson
Company C Mrs. Miller
Company D Mrs. Wilson
Company E Mrs. Brown
Company F Mrs. Green
Company G Mrs. White
Company H Mrs. Black
Company I Mrs. Gray
Company J Mrs. King

8:00 A.M. Depart for Ashland City (Cheatham County)

8:30 A.M. Arrive in Ashland City at State Industries.

Will be met there by Janet Farmer, State Ind. Employee & Member of Patch Blog, Cheatham County Youth Director & C.

Go to the Ashland City Times to meet Mrs. Nell Harris and get the Press & leave for home. Ashland City Times only.

10:30 A.M. Arrive in Ashland City.

11:00 A.M. Meet at the Democratic Headquarters of State Industries & Toward.

Discuss the people working for faster in the U.S. and what we can do.

12:00 Noon Arrive at U.S. for lunch with faculty & students.

2:00 P.M. Walk in Ashland area - Handshaking stores, business area, etc. to Ashland through N. Main St. home,

6:00 P.M. Arrive in Shenandoah - Cocktails Democratic Women's Day in Shenandoah County.

7:00 P.M. Arrive in Shenandoah - Young Democrats, Dick Lineweaver 7:15-7:30.

7:30 P.M. Arrive at Gray's home's function.

7 0 3 0 7 0

SCHEDULE FOR MARY SASSER
Monday, September 27, 1976

- 8:00 A.M. Depart for Ashland City (Cheatham County)
- 8:30 A.M. Arrive Ashland City at State Industries.
Will be meet there by Janet Farmer, State Ind. Employee &
her son Butch Aley, Cheatham County Youth Director for Sas
Go by the Ashland City Times to meet Mrs. Nell Harris and
to take Press Release for paper. Ashland City Times endor
Jim.
- 10:30 A.M. Depart Ashland City.
- 11:00 A.M. Arrive Nashville at the Democratic Headquarters on 21st
Avenue - Parkview Towers.
Meet with people working for Sasser in the H.Q. and
thank for their help.
- 12:00 Noon Arrive at T.S.U. for lunch with faculty & students.
1:30 P.M. *Will be with you in my thing*
- 2:00 P.M. North Nashville area - Handshaking stores, business areas.
Will be with you through N. Nashville area, *S. W. Lyle,*
...
- 6:00 P.M. Arrive Sheraton Downtown - Cocktails Democratic Women's
Day in Davidson County.
- 8:05 P.M. Arrive Barn Theater - Young Democrats, Dick Lineweaver
382-5675.
- 7:15 P.M. Arrive at Gray's school function.

- 3:30 pm at school, 2:30 pm at home. 11:00 AM at home

7:00 A.M. Depart Nashville.

9:00 A.M. Arrive Gallatin (Carroll County)
Mr. J.M. [unclear] chairman for Susser 0-452-4550.
Carol Morris and Joan Marsh will meet you at the
[unclear] on the Gallatin square.
Breakfast at the Blue Iris Restaurant.
[unclear] [unclear].

9:30 A.M. Depart Gallatin - - - Carol & Joan will remain with you
through to Portland.

10:00 A.M. Arrive Westmoreland.
Handmaking and go by the Westmoreland World.

11:00 A.M. Depart Westmoreland.

11:30 A.M. Arrive Portland.
Lincoln has been set up in the City Hall.
Handmaking around town.

1:00 P.M. Depart Portland.

2:00 P.M. Arrive White House.
Handmaking around town, stores, service stations.

2:30 P.M. Depart White House.

2:30 P.M. Arrive Springfield (Robertson County)
Sir Walton chairman for Susser 0-337-2444.
Sir and Gene Davidson will meet you on the square in
Springfield.
Handmaking and go by the Springfield World & Robertson
County [unclear].

4:30 P.M. Arrive Greenbrier.
Handmaking stores, service stations, etc.

5:00 P.M. Depart for Nashville.

MEMORANDUM FOR THE DIRECTOR
DATE: 10/10/54

10/10/54. Meeting with [unclear] and [unclear] at 10:00 AM.
10/10/54. Meeting with [unclear] at 11:00 AM.

10/10/54. Meeting with [unclear] at 12:00 PM.
10/10/54. Meeting with [unclear] at 1:00 PM.
10/10/54. Meeting with [unclear] at 2:00 PM.
10/10/54. Meeting with [unclear] at 3:00 PM.
10/10/54. Meeting with [unclear] at 4:00 PM.
10/10/54. Meeting with [unclear] at 5:00 PM.

MEMORANDUM FOR THE DIRECTOR

- 10/10/54. Meeting with [unclear] at 10:00 AM.
- 10/10/54. Meeting with [unclear] at 11:00 AM.
- 10/10/54. Meeting with [unclear] at 12:00 PM.
- 10/10/54. Meeting with [unclear] at 1:00 PM.
- 10/10/54. Meeting with [unclear] at 2:00 PM.
- 10/10/54. Meeting with [unclear] at 3:00 PM.
- 10/10/54. Meeting with [unclear] at 4:00 PM.
- 10/10/54. Meeting with [unclear] at 5:00 PM.

3773

San Francisco, California
October 1, 1976

Dear [Name]:

Thank you for your letter of September 29, 1976.

I will be in San Francisco on October 2, 1976.

Charles and the District Board will be in San Francisco on October 2, 1976.

After lunch on October 2, 1976, I will take you back to the Beverly Hills Hotel.

After lunch on October 2, 1976, I will take you back to the Beverly Hills Hotel.

After lunch on October 2, 1976, I will take you back to the Beverly Hills Hotel. My telephone number is 310-777-7777.

October 2, 1976, Sunday

After lunch on October 2, 1976, I will meet Senator Cranston and yourself in the lobby of the Beverly Hills Hotel. You will be accompanied by Senator Core. I will be coming.

Depart S. F. @ 9:00 -----United 895
Arrive Dallas @ 1:00

Jim Chanin shall be at the San Francisco Airport to pick you up and drive you to the home of [Name] in San Francisco. [Name] they back!

After lunch with Tiffany or the Ishiyama shall take Senator Core and yourself to San Francisco airport to meet [Name] and [Name]. Senator Core will be with you when you are.

Depart S. F. @ 1:00 -----American 860
Arrive Dallas @ 6:00

Depart Dallas @ 6:00 -----American 868
Arrive Memphis @ 8:00

Kathy Hindman or Knox Walker will meet at the Airport and take you to Harold York's Fundraising. You will see [Name] at the home of Mr. & Mrs. [Name].

October 3, 1976 Sunday

Black Church

Depart Memphis @ 8:00 -----Allstate #122
Arrive Knoxville @ 8:00

Earl or Walter shall be at airport to pick you up Sunday.

Senator Cranston's office shall have a list of people attending Fundraising ready for you once you are in Los Angeles.

Temperature shall be in the 70's.

You can contact Terry O'Connell at this number (494) 997-5294.

John Alister has been contacted and shall probably be at Fundraising.

SCHEDULE FOR VISIT TO
DALLAS, TEXAS, 1964

- 9:00 A.M. (17) ...
- 9:30 A.M. ...
- 10:00 A.M. ...
- 11:00 A.M. ...
- 1:00 P.M. ...
- 2:00 P.M. ...
- 3:45 P.M. ...
- 6:30 P.M. ...
- 8:00 P.M. ...
- 11:00 P.M. ...
- 12:00 Midnight ...
- 8:00 A.M. ...
- 11:00 P.M. ...
- 12:00 Midnight ...
- 8:00 A.M. ...
- 11:00 P.M. ...
- 12:00 Midnight ...

Schedule for WVV SASSER
Monday, October 18, 1971

West gate - - Cathy Lindsey shall be with you.

No. 100 - breakfast - 1 hour.

9:00 A.M. Interview with Traffic Stations.

By Cathy Lindsey's schedule for you typed on what all she has planned for you in 1971.

2:30 P.M. Flight Jackson

3:00 P.M.
... ..

... ..

5:00 P.M.
... ..

7:20 P.M.

8:20 P.M. (Telephone Chairman: W.A. MICHELL 352-2071)

... ..
... ..
... ..
... ..
... ..

TOTAL AMOUNT

CUSTOMER'S ORIGINAL

EXXON

DATE: 7-16-79

TIME: 10:30 AM

STATION: 519 Clinton St, Nashville, TN

SALES TAX: 4.5%

TOTAL: \$ 38.02

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

TOTAL AMOUNT

CUSTOMER'S ORIGINAL

EXXON

DATE: 7-15-79

TIME: 10:30 AM

STATION: 519 Clinton St, Nashville, TN

SALES TAX: 4.5%

TOTAL: \$ 38.02

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

Happy Flying!

CUSTOMER'S ORIGINAL

EXXON

DATE: 7-15-79

TIME: 10:30 AM

STATION: 519 Clinton St, Nashville, TN

SALES TAX: 4.5%

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SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON BOTH SIDES OF THIS PAGE

TOTAL CHARGE

SELLER HEREBY ASSIGNS THIS ACCOUNT RECEIVABLE TO SHELL OIL COMPANY

NOTICE TO BUYER: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK

PRODUCTS/SERVICES QUAN

AVIATION FUEL GRAD 76 34 96

AVIATION FUEL GRAD 180

SALES/TOTAL TAX RATE 4.5%

TOTAL \$ 38.02

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 43.06

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 44.74

CUSTOMER'S ORIGINAL

EXXON

DATE: 7-16-79

TIME: 10:30 AM

STATION: 519 Clinton St, Nashville, TN

SALES TAX: 4.5%

TOTAL: \$ 38.02

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

TOTAL AMOUNT

CUSTOMER'S ORIGINAL

EXXON

DATE: 7-16-79

TIME: 10:30 AM

STATION: 519 Clinton St, Nashville, TN

SALES TAX: 4.5%

TOTAL: \$ 38.02

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

TOTAL CHARGE \$ 34.03

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

EXXON

Thank you for buying Exxon

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 35.71

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 37.39

EXXON

DATE: 7-16-79

TIME: 10:30 AM

STATION: 519 Clinton St, Nashville, TN

SALES TAX: 4.5%

TOTAL: \$ 38.02

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

EXXON

DATE: 7-16-79

TIME: 10:30 AM

STATION: 519 Clinton St, Nashville, TN

SALES TAX: 4.5%

TOTAL: \$ 38.02

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

EXXON

DATE: 7-16-79

TIME: 10:30 AM

STATION: 519 Clinton St, Nashville, TN

SALES TAX: 4.5%

TOTAL: \$ 38.02

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

EXXON

DATE: 7-16-79

TIME: 10:30 AM

STATION: 519 Clinton St, Nashville, TN

SALES TAX: 4.5%

TOTAL: \$ 38.02

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

EXXON

DATE: 7-16-79

TIME: 10:30 AM

STATION: 519 Clinton St, Nashville, TN

SALES TAX: 4.5%

TOTAL: \$ 38.02

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

EXXON

DATE: 7-16-79

TIME: 10:30 AM

STATION: 519 Clinton St, Nashville, TN

SALES TAX: 4.5%

TOTAL: \$ 38.02

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

EXXON

DATE: 7-16-79

TIME: 10:30 AM

STATION: 519 Clinton St, Nashville, TN

SALES TAX: 4.5%

TOTAL: \$ 38.02

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

EXXON

DATE: 7-16-79

TIME: 10:30 AM

STATION: 519 Clinton St, Nashville, TN

SALES TAX: 4.5%

TOTAL: \$ 38.02

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 39.70

EXXON CARD NO: 79210

SALES TAX: 1.68

TOTAL: \$ 41.38

ALCOA TN 37701
ALCOA AVIA C
P.O. BOX 026
ALCOA TN 37701

NO.	QUANTITY	UNIT	PRICE	TOTAL
1	3.00			3.00
TOTAL \$				3.00

DATE 07/24/76

SELLER'S SIGNATURE *R.D. Amundson*

Happy Flying!

CUSTOMER'S ORIGINAL EXXON

7721Q

44.48

3.57

Happy Flying!

7721Q

44.48

3.57

Happy Flying!

CUSTOMER'S ORIGINAL EXXON

TOTAL AMOUNT

7921Q

150.26

1.21

41.54

13

7921Q

150.26

1.21

41.54

13

Happy Flying!

CUSTOMER'S ORIGINAL EXXON

315 827 607 9

JAMES R. SASSER

Northville, Tenn

51719570500034

ERNEST W. COLBERT

CORNELIA FT. ARK.

7921Q

07/17

48.75

3.00

53.75

Happy Flying!

CUSTOMER'S ORIGINAL EXXON

SOLD TO

CARD NO. 719 MAIN ST
SASSER, JAMES R., TENN 37219

PRODUCTS/SERVICES	QUAN.	UNIT PRICE	AMOUNT
AVIATION FUEL GRADE AVGAS	64	76	48.64
AVIATION OIL GRADE			
TOTAL \$			48.64

SOLD TO

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON BOTH SIDES OF THIS PAGE

09152

719 MAIN ST
SASSER, JAMES R., TENN 37219

PRODUCTS/SERVICES	QUAN.	UNIT PRICE	AMOUNT
AVIATION FUEL GRADE AVGAS	38	76	28.88
AVIATION OIL GRADE			
TOTAL \$			28.88

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON BOTH SIDES OF THIS PAGE

SELLER HEREBY ASSIGNS THIS ACCOUNT RECEIVABLE TO SHELL OIL COMPANY. AMOUNTS INCLUDE ALL TAXES WHICH SELLER OR ANY PRIOR SELLER MUST PAY OR TO BE PAID.

876452

NOTICE TO BUYER: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK; (2) YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT; (3) YOU MAY AT ANY TIME PAY OFF THE FULL UNPAID BALANCE UNDER THIS AGREEMENT.

ORIGINAL

TOTAL \$ 219

SALES/LOCAL TAX RATE 4.5%

AMOUNT OF STATE SALES TAX 10.00

TOTAL \$ 229

ORIG-INAL

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PRODUCTS/SERVICES	QUAN.	UNIT PRICE	AMOUNT
AVIATION FUEL GRADE AVGAS	114	1.30	148.20
AVIATION OIL GRADE			
TOTAL \$			148.20

TOTAL \$ 31.32

AMOUNT OF STATE SALES TAX 10.00

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON BOTH SIDES OF THIS PAGE

876452

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ORIGINAL

TEXACO

REGISTRATION NO. 527881

ATTENDANT DATE

REG. NO. 8540

AMOUNT

ORIGINAL INVOICE 7542

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

372 101 990 3 12 76 0

375 101 990 3 12 76 572

375 101 990 3 12 76 572

375 101 990 3 12 76 572

SIGNED

RETAILER

6-340

CH

8442F

8540

8540

REGISTRATION NO. 527881

ATTENDANT DATE

REG. NO. 8540

AMOUNT

ORIGINAL INVOICE 7542

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

CUSTOMER'S ORIGINAL

REGISTRATION NO. 527881

ATTENDANT DATE

REG. NO. 8540

AMOUNT

ORIGINAL INVOICE 7542

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

372 101 990 3 12 76 0

375 101 990 3 12 76 572

375 101 990 3 12 76 572

375 101 990 3 12 76 572

REGISTRATION NO. 527881

ATTENDANT DATE

REG. NO. 8540

AMOUNT

ORIGINAL INVOICE 7542

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CUSTOMER'S ORIGINAL

REGISTRATION NO. 527881

ATTENDANT DATE

REG. NO. 8540

AMOUNT

ORIGINAL INVOICE 7542

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

TEXACO

Thank you for buying Texaco

8442F

8540

Carl Snyder

REGISTRATION NO. 527881

ATTENDANT DATE

REG. NO. 8540

AMOUNT

ORIGINAL INVOICE 7542

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

REGISTRATION NO. 527881

ATTENDANT DATE

REG. NO. 8540

AMOUNT

ORIGINAL INVOICE 7542

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CUSTOMER'S ORIGINAL

REGISTRATION NO. 527881

ATTENDANT DATE

REG. NO. 8540

AMOUNT

ORIGINAL INVOICE 7542

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

BOX 157A
WINCHESTER, TENN.
11/24/76

DATE	DESCRIPTION	AMOUNT
10000	10000	10000
77.1	77.1	77.1
S.T.	S.T.	1.97
		59.29
		2.97

TEXACO ORIGINAL INVOICE
 NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

DATE	DESCRIPTION	AMOUNT
10000	10000	10000
76.0	76.0	76.0
26	26	26
74.65	74.65	74.65
3.86	3.86	3.86
2.97	2.97	2.97
5.8	5.8	5.8
70.88	70.88	70.88

TEXACO ORIGINAL INVOICE
 NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

BOX 157A
WINCHESTER, TENN.

TOTAL CHARGE: \$152.18

OVER \$1,000 HAND WRITE

TERMS PAYABLE WITHOUT DISCOUNT UPON RECEIPT OF MONTHLY STATEMENT. PRICES AND AMOUNT INCLUDES ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES AS SHOWN.

AIRCRAFT REGISTRATION NO. 8442F

AUTHORIZATION CODE: A 527881

ATTENDANT	DATE	SUB-TOTAL AMT.
W.B.	10/24/76	152.18
		6.88
		159.06

ORIGINAL INVOICE 159.06

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

BOX 157A
WINCHESTER, TENN.

TOTAL CHARGE: \$71.67

OVER \$1,000 HAND WRITE

TERMS PAYABLE WITHOUT DISCOUNT UPON RECEIPT OF MONTHLY STATEMENT. PRICES AND AMOUNT INCLUDES ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES AS SHOWN.

AIRCRAFT REGISTRATION NO. 8442F

AUTHORIZATION CODE: A 527880

ATTENDANT	DATE	SUB-TOTAL AMT.
A	11/24/76	68.57
		3.09
		71.67

ORIGINAL INVOICE 71.67

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

Thank You for Buying Texaco

TOTAL CHARGE: \$77.53

OVER \$1,000 HAND WRITE

TERMS PAYABLE WITHOUT DISCOUNT UPON RECEIPT OF MONTHLY STATEMENT. PRICES AND AMOUNT INCLUDES ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES AS SHOWN.

AIRCRAFT REGISTRATION NO. 3412F

AUTHORIZATION CODE: A 840954

ATTENDANT	DATE	SUB-TOTAL AMT.
W.B.	10/24/76	77.53
		2.26
		79.79

ORIGINAL INVOICE 79.79

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

Thank You

TOTAL CHARGE: \$94.41

OVER \$1,000 HAND WRITE

TERMS PAYABLE WITHOUT DISCOUNT UPON RECEIPT OF MONTHLY STATEMENT. PRICES AND AMOUNT INCLUDES ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES AS SHOWN.

AIRCRAFT REGISTRATION NO. 117.6

AUTHORIZATION CODE: A 527836

ATTENDANT	DATE	SUB-TOTAL AMT.
	11/7/76	94.41
		3.79
		98.20

ORIGINAL INVOICE 98.20

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

STATEMENT
 ...OS, Inc.

TOTAL CHARGE \$126.73
 OVER \$1,000 HAND WRITE

TERMS PAYABLE WITHOUT DISCOUNT UPON RECEIPT OF MONTHLY STATEMENT
 PRICES AND AMOUNT INCLUDES ALL APPLICABLE FEDERAL STATE AND LOCAL TAXES AS SHOWN

SIGNATURE: *Carl Chray*
 AUTHORIZATION CODE: A 527897

RT #1
 Washington Zone
 AIRCRAFT REGISTRATION NO. 8442F

RETAILER	DATE	SUB-TOTAL AMT

FEES	QUANTITY	UNIT PRICE	TOTAL PRICE	AMOUNT
100.00	36.0			27.69
		1.24		1.24
SUB-TOTAL				

ORIGINAL INVOICE MEMO TOTAL 281.93

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

SIGNED: RETAILER

TOTAL CHARGE \$378.35
 OVER \$1,000 HAND WRITE

TERMS PAYABLE WITHOUT DISCOUNT UPON RECEIPT OF MONTHLY STATEMENT
 PRICES AND AMOUNT INCLUDES ALL APPLICABLE FEDERAL STATE AND LOCAL TAXES

SIGNATURE: *Carl Chray*
 AUTHORIZATION CODE: A 839871

EXXON
 Thanks For Buying Texaco
 AIRCRAFT REGISTRATION NO.

RETAILER	DATE	SUB-TOTAL AMT

FEES	QUANTITY	UNIT PRICE	TOTAL PRICE	AMOUNT
100	95		76	72.20
			1	2.85
SUB-TOTAL				

SALES TAX 3.30
 ORIGINAL INVOICE MEMO TOTAL 78.35

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

SIGNED: RETAILER

TOTAL CHARGE \$
 OVER \$1,000 HAND WRITE

TERMS PAYABLE WITHOUT DISCOUNT UPON RECEIPT OF MONTHLY STATEMENT
 PRICES AND AMOUNT INCLUDES ALL APPLICABLE FEDERAL STATE AND LOCAL TAXES

SIGNATURE: *Carl Chray*
 AUTHORIZATION CODE: C-340

EXXON
 Thanks For Buying Texaco
 AIRCRAFT REGISTRATION NO. 8442F

RETAILER	DATE	SUB-TOTAL AMT

FEES	QUANTITY	UNIT PRICE	TOTAL PRICE	AMOUNT
100	5.00		77	38.50
		1.74		1.50
SUB-TOTAL				

SALES TAX 2.31
 MEMO TOTAL 42.31

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

SIGNED: RETAILER

Thank You

TOTAL AMOUNT

C-340

AMOUNT	DESCRIPTION	DATE
100	100	78.78
		3.30
		27.63
		3.35
		112.46

Happy Flying!

CUSTOMER'S ORIGINAL

EXXON

TEXACO

AIRCRAFT REGISTRATION NO. 8442F

ATTENDANT DATE

FEES	QUANTITY	UNIT PRICE	TOTAL PRICE	AMOUNT
100.00	23.1			58.21
			2	2.53
SUB-TOTAL				

ORIGINAL INVOICE MEMO TOTAL 58.74

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

SIGNED: RETAILER

TEXACO

AIRCRAFT REGISTRATION NO. 8442F

ATTENDANT DATE

FEES	QUANTITY	UNIT PRICE	TOTAL PRICE	AMOUNT
100	73.0		77	55.94
			2	2.16
SUB-TOTAL				

ORIGINAL INVOICE MEMO TOTAL 60.93

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

SIGNED: RETAILER

EXXON

AIRCRAFT REGISTRATION NO. 8442F

ATTENDANT DATE

FEES	QUANTITY	UNIT PRICE	TOTAL PRICE	AMOUNT
100	73.0		77	55.94
			2	2.16
SUB-TOTAL				

ORIGINAL INVOICE MEMO TOTAL 60.93

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

SIGNED: RETAILER

EX 3

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
1118 P.O. B. THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37214

225

June 1, 1976

575
640

PAY TO THE ORDER OF Russ Hancock

375.00

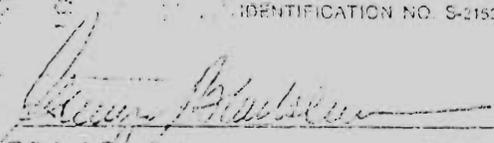
Seventy-five and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR Pilot services



>:06400005: 53 96435 31

0000007500

SASSER FOR SENATE COMMITTEE

23RD FLOOR LIFE AND CASUALTY TOWER

NASHVILLE, TENN 37219

SENATE IDENTIFICATION NO. S-2152

864

87-5
640

PAY TO THE ORDER OF

Russ Hancock

July 30, 1976

\$ 7⁰⁰-

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.

SASSER FOR SENATE COMMITTEE

FOR

Gift services

⑆0640⑉0005⑆ 63 96416 3⑈

SASSER FOR SENATE COMMITTEE

23RD FLOOR LIFE AND CASUALTY TOWER

NASHVILLE, TENN 37219

SENATE IDENTIFICATION NO. S-2152

714

87-5
640

PAY TO THE ORDER OF

Russ Hancock

July 31, 1976

\$ 4⁰⁰⁰⁰

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.

SASSER FOR SENATE COMMITTEE

FOR

Gift services

⑆0640⑉0005⑆ 63 96416 3⑈ ⑆0000040000⑆

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER

14TH FLOOR THIRD NATIONAL BANK BLDG

NASHVILLE, TENN 37219

595

87-5
640

PAY TO THE ORDER OF

Russ Hancock

July 17, 1976

\$ 1⁰⁰⁰⁰

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

Gift services

⑆0640⑉0005⑆ 63 96416 3⑈ ⑆0000015000⑆

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER

14TH FLOOR THIRD NATIONAL BANK BLDG

NASHVILLE, TENN 37219

471

87-5
640

PAY TO THE ORDER OF

Russ Hancock

July 12, 1976

\$ 3⁰⁰⁰⁰

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

Gift services

⑆0640⑉0005⑆ 63 96416 3⑈ ⑆0000030000⑆

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR, THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

339

87-5
640

PAY TO THE ORDER OF

Russ Hancock

July 2, 1976

\$ 150.00

One Hundred Fifty and 00/100

DOLLARS

Nashville City Bank

IDENTIFICATION NO. S-2152

AND TRUST CO. NASHVILLE, TENN.

FOR

Pilot Services

W. Gary Blackburn

⑆0640⑉0005⑆ 63 96416 3⑈

⑈0000015000⑈

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR, THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

349

87-5
640

PAY TO THE ORDER OF

Russ Hancock

June 25, 1976

\$ 150.00

One Hundred Fifty and 00/100

DOLLARS

Nashville City Bank

IDENTIFICATION NO. S-2152

AND TRUST CO. NASHVILLE, TENN.

FOR

Pilot Services

W. Gary Blackburn

⑆0640⑉0005⑆ 63 96416 3⑈

⑈0000015000⑈

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR, THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

317

87-5
640

PAY TO THE ORDER OF

Russ Hancock

June 21, 1976

\$ 200.00

Two Hundred and 00/100

DOLLARS

Nashville City Bank

IDENTIFICATION NO. S-2152

AND TRUST CO. NASHVILLE, TENN.

FOR

Pilot Services

W. Gary Blackburn

⑆0640⑉0005⑆ 63 96416 3⑈

⑈0000020000⑈

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR, THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

245

87-5
640

PAY TO THE ORDER OF

Russ Hancock

June 7, 1976

\$150.00

One Hundred Fifty and 00/100

DOLLARS

Nashville City Bank

IDENTIFICATION NO. S-2152

AND TRUST CO. NASHVILLE, TENN.

FOR

Pilot Services

W. Gary Blackburn

⑆0640⑉0005⑆ 63 96416 3⑈

⑈0000015000⑈

PAY TO THE
ORDER OF

Keith Bandy

July 27, 1976

\$ *85.00*

Eighty-five and 00/100

DOLLARS

**Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.**

SASSER FOR SENATE COMMITTEE

FOR

Pilot services 6/8/76

George J. Whelan

⑆0640⑉0005⑆ 63 964 16 3⑈

⑈0000008500⑈

SASSER FOR SENATE COMMITTEE

398

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR THIRD NATIONAL BANK BLDG.
NASHVILLE, TENN 37219

PAY TO THE
ORDER OF

Keith Bandy

July 2, 1976

\$ *235.00*

Two Hundred Thirty-five and 00/100

DOLLARS

**Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.**

IDENTIFICATION NO S-2152

FOR

Pilot Services

George J. Whelan

⑆0640⑉0005⑆ 63 964 16 3⑈

⑈0000023500⑈

SASSER FOR SENATE COMMITTEE

247

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR THIRD NATIONAL BANK BLDG.
NASHVILLE, TENN 37219

PAY TO THE
ORDER OF

Keith Bandy

June 8, 1976

\$ *75.00*

Seventy-five and 00/100

DOLLARS

**Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.**

IDENTIFICATION NO. S-2152

FOR

Pilot services 6/8/76

George J. Whelan

⑆0640⑉0005⑆ 63 964 16 3⑈

⑈0000007500⑈

EX A

BARRETT, BRANDT & BARRETT, P.C.

GEORGE E. BARRETT
ROBERT S. BRANDT
DONALD R. BARRETT, JR.
JAMES L. BRANDT
CHARLES S. RAY

May 28, 1976

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37203
TELEPHONE 615-254-2292

Aviation Group Associates, Inc.
P. O. Box 491
Madison, Tennessee 37115

Attention: Mr. Aubrey Gregory, President

Dear Mr. Gregory:

This letter will confirm our previous verbal understandings about the use of Aviation Group Associates, Inc.'s airplane by Mr. Jim Sasser, a candidate for the Democratic nomination for the United States Senate in the August, 1976 Primary. You and I have discussed this on a number of occasions and finally reached an agreement in April that Aviation Group Associates, Inc. would lease the plane to Mr. Sasser for use in his campaign. The terms and conditions of the lease were that Mr. Sasser or his campaign would pay for the operation of the airplane, either directly by purchasing gas, oil, etc., or reimburse Aviation Group Associates, Inc. where they bought gas, oil, etc. In addition thereto, Mr. Sasser's campaign would provide the pilot or reimburse Aviation Group Associates, Inc. for providing the pilot.

You will recall at the time I spoke to you of the need for a clear understanding on behalf of using this airplane during the campaign so as to avoid any possible liabilities either by Aviation Group Associates, Inc. or by Mr. Sasser pursuant to the Federal Election Laws.

Since this represents the understanding you and I reached verbally previously in April, 1976, I would appreciate your returning a signed copy of this letter to my office so that we may have some record of our understanding.

Thanking you, I am

Very truly yours,

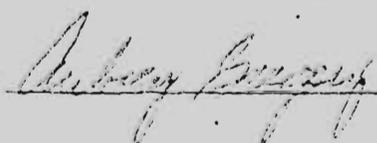
BARRETT, BRANDT & BARRETT, P.C.


George E. Barrett

Aviation Associates, Inc.

GEB/11

cc: Sasser for Senate Campaign

By: 

BARRETT, BRANDT & BARRETT, P.C.

GEORGE E. BARRETT
ROBERT BRANDT
DOUGLAS BARRETT, JR.
JAMES E. CLINE
CHARLES R. RAY

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37203
TELEPHONE 615-254-3302

July 1, 1976

Mr. Carl Sprague
Airplane Services, Inc.
c/o Franklin County Bank
Winchester, Tennessee

Dear Mr. Sprague:

This will confirm your verbal conversation with representatives of the Jim Sasser Campaign Committee for the rental of an airplane owned by Airplane Services, Inc., being a Cessna 340.

The terms and conditions of the lease are that you are fully aware that Mr. Sasser intends to use it in his campaign for the Democratic nomination for the United States Senate.

The terms of the lease are that Mr. Sasser's Campaign will be charged \$35.00 per hour on the Hobbs Meter for the use of the airplane. This includes the cost of the pilot. The Campaign agrees to pay for all out-of-pocket expenses for the pilot. In addition thereto, the Campaign agrees to furnish all fuel and oil needed for the operation of the plane during the period of time the Campaign will be using the plane.

If this is your understanding of the terms of this agreement we would appreciate your executing a copy of this letter and returning it to us for our files.

Thanking you, I am

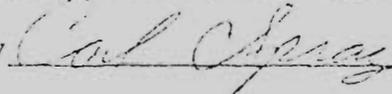
Very truly yours,

BARRETT, BRANDT & BARRETT, P. C.


George E. Barrett
For The Sasser Campaign

GEB/11

Accepted:
AIRPLANE SERVICES, INC.

By 

Telephone 863-1314

INVOICE

Aviation Group Associates, Inc.

P. O. Box 491
MADISON, TENNESSEE 37115



August 7, 1946

To: The Bureau
of Aeronautics
Washington, D. C.
Attention: Mr. [unclear]

Date	Description	Amount
8-7-46	Invoice # 127	
	Total	12.00
		12.00

ETC

4377005773

STATEMENT

Airplane Services, Inc.

PHONE 615 967-2773

ROUTE 1

WINCHESTER, TENNESSEE 37398 8-9 1976

Jim Davis for U.S. Senate

11.4 Mrs. ² 3510.00

*399.00

FUEL TICKETS

327.72
+ 786.72

TEXACO

both
led for



TEXACO

TEXACO

both
led for

before
payment
agreed
is copy.

ORIGINAL INVOICE

307 33 5000

STATEMENT

Airplane Services, Inc.

PHONE 615 967-2773

-:-

ROUTE 1

WINCHESTER, TENNESSEE 37398

7-26 1976

[Handwritten notes and signatures]
712 pm
no. 1000

[Faint handwritten text] \$325.00

[Faint handwritten text] 729.00
\$1,114.00

[Handwritten signature]
7-26-76

TEXACO

10th
for

1976

1000

1000

1000

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG.
NASHVILLE, TENN. 37219

366

87-5
640

PAY TO THE
ORDER OF

Creative Arts Associates, Inc.

June 30, 1976

\$ *366.00*

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

June 30, 1976

James S. Blackburn

⑆0640⑉0005⑆ 63 95415 3⑆

⑈0000141406⑈

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG.
NASHVILLE, TENN. 37219

474

87-5
640

PAY TO THE
ORDER OF

Creative Arts Associates, Inc.

July 13, 1976

\$ *474.00*

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

July 13, 1976

James S. Blackburn

⑆0640⑉0005⑆ 63 95415 3⑆

⑈0000141406⑈

SASSER FOR SENATE COMMITTEE

23RD FLOOR - LIFE AND CASUALTY TOWER
NASHVILLE, TENN. 37219
SENATE IDENTIFICATION NO. S-2152

703

87-5
640

PAY TO THE
ORDER OF

Creative Arts Associates, Inc.

August 2, 1976

\$ *703.00*

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

SASSER FOR SENATE COMMITTEE

FOR

August 2, 1976

James S. Blackburn

⑆0640⑉0005⑆ 63 95415 3⑆

⑈0000141406⑈

J. T. Dugger & Son, Inc.

3018 AMBROSE AVE.

NASHVILLE, TENN. 37207

GENERAL CONTRACTORS

EX B

August 6, 1976

Jim Sasser for Senate Committee

Use of Airplane - Cessna No. 79210

July 14, 1976 thru July 30, 1976:

Engine Time July 14, 1976-597.2

" " " 30, 1976-617.3

Total hours used 20.1

20.1 Hours x \$40.00.....\$ 804.00

Deposited 7/14/76..... 1000.00

Refund.....\$ 196.00

Enclosed please find check # 2442 in the amount of \$196.00.

J. T. Dugger & Son, Inc.

John T. Dugger, Jr.
John T. Dugger, Jr., President

JTD/rl

CAMPBELL AERO SERVICE
P.O. Box 909
Knoxville, Tenn 37901

DATE 5-15-76 C. 50 1976

TO: Senator for SENATE COMMITTEE
FROM: Mr. Bob Baker
CASA 172
N 13381

CPA
LAW

SERVICE

5-12-76 5 hrs
5-12-76 5 hrs
12-10-75 3.0 109.00
Pilot Service 100.00 \$ 104.94

CALL TAX 5.74
\$ 104.94

CAMPBELL AERO SERVICE
P.O. Box 909
Knoxville, Tenn 37901

DATE 3-7-76 3-7-1976

TO: Mr. Tom Sawyer
FROM: Mr. Bob Baker
CASA 172
N 13381

SERVICE

3-7-76 3 hrs
3-7-76 3 hrs
3-7-76 3 hrs
3-7-76 3 hrs
3-7-76 3 hrs

84.00
4.00
35.00

Flight from Knoxville
March 7, 1976

(Signature)

We to Sawyer

COLEMAN ENTERPRISE, INC.

P.O. BOX 60627

615 262 0456

NASHVILLE, TENN. 37206

Sasser for Senate Committee
 23rd floor Life & Casualty Tower
 Nashville, Tenn. 37219

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
8/1/76	Charter on 5/28/76	800.00		
	6/25/76	390.00		
	7/30/76	800.00		\$1,990.00
			1,990.00	-0-
	ACCOUNT PAID IN FULL			

ck# 216
 ck# 352
 ck# 863

FOR DEPOSIT ONLY
NASHVILLE CITY BANK AND TRUST CO. NASHVILLE TENN.

FOR *Colmice Enterprises* 1-31-76

ORDER OF *Colmice Enterprises, Inc.*

PAY TO THE ORDER OF *Colmice Enterprises, Inc.*

Five Hundred and 00/100

August 3, 1976

SENATE IDENTIFICATION NO. 5-2152
 NASHVILLE, TENN. 37213
 23RD FLOOR, LIFE AND CASUALTY TOWER

SASSER FOR SENATE COMMITTEE

988

000000000000 63 98418 00051 064000051

SASSER FOR SENATE COMMITTEE 863
 23RD FLOOR, LIFE AND CASUALTY TOWER
 NASHVILLE, TENN. 37213
 SENATE IDENTIFICATION NO. 5-2152

PAY TO THE ORDER OF *Colmice Enterprises*

July 21, 1976

800.00

Eight Hundred and 00/100

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE TENN.

FOR *Colmice Enterprises* 7-21-76

SENATE IDENTIFICATION NO. 5-2152

000000000000 63 98418 00051 064000051

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

129

PAY TO THE ORDER OF

Campbell Aero Service

April 7, 1976

87-5
649

Eighty-eight and 20/100

\$ 88.20

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR Statement

⑆0640⑉0005⑆ 63 96416 3⑈

⑈0000008820⑈

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

216

PAY TO THE ORDER OF

Colemill Enterprises

May 28, 1976

87-5
649

Eight hundred and 00/100

\$800.00

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

Charter Airplane 5/28/76

⑆0640⑉0005⑆ 63 96416 3⑈

⑈0000080000⑈

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

352

PAY TO THE ORDER OF

Colemill Enterprises

June 25, 1976

87-5
649

Three Hundred Ninety and 00/100

\$390.00

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

Lease of aircraft

⑆0640⑉0005⑆ 63 96416 3⑈

⑈0000039000⑈

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

473

PAY TO THE ORDER OF

J. T. Hugges + Associates

July 13, 1976

87-5
649

One Thousand and 00/100

\$1,000.00

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

Deposit on bank of window

⑆0640⑉0005⑆ 63 96416 3⑈

⑈0000100000⑈

CAMPBELL AERO SERVICE
P.O. Box 909
Knoxville, Tenn. 37901

CAMPBELL AERO SERVICE
P.O. Box 909
Knoxville, Tenn. 37901

7 9 7
5115176 6.50 107.6
SENATE COMMITTEE
ATTN: DOT DALLAN
6-23-72
N 13881

3 7 76 75 7 107.6
ATTN: DOT DALLAN
6-23-72
N 13881

SERVICE

SERVICE

12 12 5 hrs
12 12 5 hrs
12 12 5 hrs

File - service 100.00 \$ 104.94

Call 1AT 544
\$ 104.94

2.2 hrs to 100.00
1.00
1.00
1.00

84
4
35

Flight from Knoxville
March 7, 1976

(Signature)

He to Jay

COLEMILL ENTERPRISES, INC.

P.O. BOX 62527

615 262-0456

NASHVILLE TENN 37206

Sasser for Senate Conference
 23rd Floor Life & Casualty Tower
 Nashville, Tenn. 37219

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
8/1/76	Charter on 5/28/76	800.00	ck# 216	
	6/25/76	390.00	ck# 352	
	7/30/76	800.00	ck# 863	1,990.00
				1,990.00
	ACCOUNT PAID TO SASSER			-0-

SASSER FOR SENATE COMMITTEE
 THIRD FLOOR - LIFE AND CASUALTY TOWER
 NASHVILLE, TENN. 37203
 SENATE DEPARTMENT OF REVENUE

888

PAY TO THE ORDER OF Colin Williams 8-21-76 175

Five Hundred Dollars - 500/100

Nashville City Bank
 AND TRUST CO. MEMPHIS TENN.

FOR Colin Williams 7-31-76

CASHIER FOR SENATE COMMITTEE

Nashville City Bank
 AND TRUST CO. MEMPHIS TENN.

888

SASSER FOR SENATE COMMITTEE
 THIRD FLOOR - LIFE AND CASUALTY TOWER
 NASHVILLE, TENN. 37203
 SENATE DEPARTMENT OF REVENUE

888

PAY TO THE ORDER OF Colin Williams, Inc. August 21, 1976 175

Five Hundred Dollars - 500/100

Nashville City Bank
 AND TRUST CO. MEMPHIS TENN.

FOR Colin Williams 7-31-76

CASHIER FOR SENATE COMMITTEE

Nashville City Bank
 AND TRUST CO. MEMPHIS TENN.

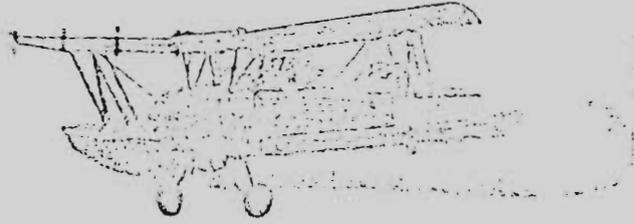
888

Telephone 865-1314

INVOICE

*Aviation Group
Associates, Inc.*

P. O. Box 491
MADISON, TENNESSEE 37115



June 7, 1971

Mr. J. A. Brown
c/o The Memphis
The Memphis
Memphis, Tenn. 38101

Date	Description	Amount
6-17	Various other items.	1,200.00
	Total	1,200.00

274.00

3 3 3 3 3 3 3

STATEMENT

Airplane Services, Inc.

PHONE 615 967-2773 --- ROUTE 1

WINCHESTER, TENNESSEE 37390 8-9 1976

Jim [unclear] [unclear]

11.14 Mrs. [unclear]	\$399.00
Fuel Tickets	<u>387.72</u>
	\$786.72

TEXACO

paid for

TEXACO

paid for

TEXACO

paid for

before payment is made is copy.

INVOICE

200 10 11 13

STATEMENT

Airplane Services, Inc.

PHONE 615 967-2773 -:- ROUTE 1

WINCHESTER, TENNESSEE 37398 7-26 1976

[Handwritten signature]
715
me

[Handwritten note]

\$385.00

729.00
\$1,114.00

[Handwritten signature]
7-26-76

TEXACO

10/15

10/10

10/11

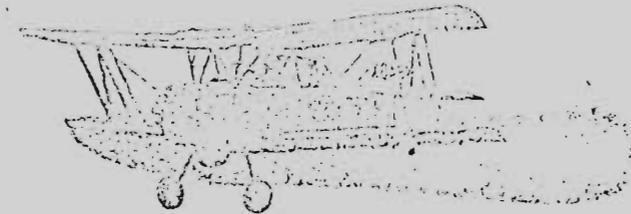
10/11

Telephone 67-1417

INVOICE

Aviation Group
Associates, Inc.

P. O. Box 491
MADISON, TENNESSEE 37115



July 24 1974

W. H. ...
S. ...
716 ...
... ..

Hourly rates include, unless ...

DATE

Description

Amount

16-000 ... 3.6 hrs. @ \$100 per hr. 360.00

... 4.0 hrs. @ \$100 per hr. 400.00

... 5.0 hrs. @ \$100 per hr. 500.00

7-0, 2, 10 various cities 5.2 hrs. @ \$100 per hr. 520.00

total 1380.00

Handwritten notes:
Pd check 474
7-12-74

SASSER FOR SENATE COMMITTEE

270 W. GARY BLACKBURN, TREADWELL
11TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37243

366

PAY TO THE ORDER OF

Senator James H. Thompson

July 30, 1971

475
60

\$6,775

Nashville City Bank & Trust Co.
AND TRUST CO. MEMPHIS, TENN.

FOR

James H. Thompson

⑆0540⑉0000⑆ 63 96517 ⑆

⑆0000151450⑆

SASSER FOR SENATE COMMITTEE

270 W. GARY BLACKBURN, TREADWELL
11TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37243

474

PAY TO THE ORDER OF

Senator James H. Thompson

July 29, 1971

475
60

\$9,100

Nashville City Bank & Trust Co.
AND TRUST CO. MEMPHIS, TENN.

FOR

James H. Thompson

⑆0540⑉0000⑆ 63 96517 ⑆

⑆0000042300⑆

SASSER FOR SENATE COMMITTEE

270 W. GARY BLACKBURN, TREADWELL
11TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37243

703

PAY TO THE ORDER OF

Senator James H. Thompson

July 29, 1971

475
60

\$4,100

Nashville City Bank & Trust Co.
AND TRUST CO. MEMPHIS, TENN.

FOR

James H. Thompson

⑆0640⑉0000⑆ 63 96517 ⑆

⑆0000113406⑆

84 D

375 221 507 1 14 7 000 5

PAID TO SERVICE

TOTAL AMOUNT

729

STATION NO.		DATE		CASH	
375 221 507		14 7		000 5	
PAID TO SERVICE		TOTAL AMOUNT		729	
STATION NO.		DATE		CASH	
375 221 507		14 7		000 5	
PAID TO SERVICE		TOTAL AMOUNT		729	
STATION NO.		DATE		CASH	
375 221 507		14 7		000 5	
PAID TO SERVICE		TOTAL AMOUNT		729	

045 124 79210

CUSTOMER'S ORIGINAL



Happy Flying!

1150 WICKHAM ST
 WINDYBROOK AREA C
 P.O. BOX 600
 ALCOA, TN 37701

79210
 077476
 Happy Flying!

CUSTOMER'S ORIGINAL

EX-101

315 827 601 9 0111 1992

JAMES R. SASSEN

Nashville, Tenn
 51717937300016
 ERNEST W COLBURN
 CORNELIA FLA 32221

79210
 077476
 Happy Flying!

22966

CUSTOMER'S ORIGINAL

EX-101

Nashville, Tenn

79210
 Happy Flying!

CUSTOMER'S ORIGINAL

EX-101

79810
 Happy Flying!

22966

CUSTOMER'S ORIGINAL

2-26-1992
 NASHVILLE, TENN
 JIM SASSEN

AMOUNT	26.4714
TOTALS	219

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON BOTH SIDES OF THIS PAGE

403152

414 Maple St
 Sasser, Tenn 37219

EX-101

876375
 Happy Flying!

AMOUNT	28.88
TOTALS	130

79210 C-421

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON BOTH SIDES OF THIS PAGE

876452

EX-101

1576 Jackson, Tenn.
 11/24/26
 A 527881
 Paul Chappin

TEXACO
 1576 Jackson, Tenn.
 11/24/26
 A 527881
 Paul Chappin

TEXACO
 1576 Jackson, Tenn.
 11/24/26
 A 527881
 Paul Chappin

TEXACO
 1576 Jackson, Tenn.
 11/24/26
 A 527881
 Paul Chappin

1576 Jackson, Tenn.
 11/24/26
 A 527881
 Paul Chappin

DATE	QUANTITY	AMOUNT
11/24/26	117.9	152.18
		6.53
TOTAL		158.71

ORIGINAL INVOICE 158.71

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

1576 Jackson, Tenn.
 11/24/26
 A 527880
 Paul Chappin

DATE	QUANTITY	AMOUNT
11/24/26	57.2	68.52
		3.09
TOTAL		71.61

ORIGINAL INVOICE 71.61

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

1576 Jackson, Tenn.
 11/24/26
 A 527882
 Paul Chappin

DATE	QUANTITY	AMOUNT
11/24/26	117.6	175.10
		2.06
		3.17
TOTAL		180.33

ORIGINAL INVOICE 180.33

Thank You

1576 Jackson, Tenn.
 11/24/26
 A 527886
 Paul Chappin

DATE	QUANTITY	AMOUNT
11/24/26	117.6	190.41
		3.29
TOTAL		193.70

ORIGINAL INVOICE 193.70

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

34 3

SASSER FOR SENATE COMMITTEE

ONE HALF CENT BLACK INK TO ORDER
FEDERAL RESERVE NOTE NATIONAL BANK NOTE
NASHVILLE, TENN. 37211

225

June 1, 1976

87.5
69

PAY TO THE ORDER OF Russ Hancock

\$ 75.00

Seventy-five and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR Pilot services

⑈10540⑈00055 88 88115 3P

⑈0000007500⑈

SASSER FOR SENATE COMMITTEE
23RD FLOOR - LIFE AND CASUALTY TOWER
NASHVILLE, TENN. 37211
SENATE TERN. (FORM NO. S-212)

864
87.5
640

PAY TO THE ORDER OF

Russ Hawick
Seven hundred and 00/100
July 20, 1976
\$ 700.00

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.
SASSER FOR SENATE COMMITTEE

FOR *Post Services*
NASHVILLE, TENN.
⑆0640⑉0005⑆ ⑆3 954 16 30⑆

SASSER FOR SENATE COMMITTEE
23RD FLOOR - LIFE AND CASUALTY TOWER
NASHVILLE, TENN. 37211
SENATE TERN. (FORM NO. S-212)

714
87.5
640

PAY TO THE ORDER OF

Russ Hawick
Four hundred and 00/100
July 31, 1976
\$ 400.00

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.
SASSER FOR SENATE COMMITTEE

FOR *Post Services*
NASHVILLE, TENN.
⑆0640⑉0005⑆ ⑆3 954 16 30⑆ ⑆0000010000⑆

SASSER FOR SENATE COMMITTEE
670 W. GAYL PLACE NORTH, THE SASSER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37203

595
87.5
640

PAY TO THE ORDER OF

Russ Hawick
Five hundred and 00/100
July 19, 1976
\$ 500.00

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.
SASSER FOR SENATE COMMITTEE
IDENTIFICATION NO. S-2152

FOR *Post Services*
NASHVILLE, TENN.
⑆0640⑉0005⑆ ⑆3 954 16 30⑆ ⑆0000015000⑆

SASSER FOR SENATE COMMITTEE
670 W. GAYL PLACE NORTH, THE SASSER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37203

471
87.5
640

PAY TO THE ORDER OF

Russ Hawick
Three Hundred and 00/100
July 12, 1976
\$ 300.00

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.
SASSER FOR SENATE COMMITTEE
IDENTIFICATION NO. S-2152

FOR *Post Services*
NASHVILLE, TENN.
⑆0640⑉0005⑆ ⑆3 954 16 30⑆ ⑆0000030000⑆

C/O W. GARY BLACKBURN, TREASURER
1100 FLOO...
NASHVILLE, TENN. 37210

July 2, 1976

87-5
640

PAY TO THE ORDER OF

Russ Hancock

\$ 150.00

One hundred fifty and 00/100

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR

Pilot Services

⑆0640⑉0005⑆ BA 96426 3⑆ ⑆0000015000⑆

SASSER FOR SENATE COMMITTEE

349

C/O W. GARY BLACKBURN, TREASURER
1100 FLOO...
NASHVILLE, TENN. 37210

June 25, 1976

87-5
640

PAY TO THE ORDER OF

Russ Hancock

\$ 150.00

One hundred fifty and 00/100

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR

Pilot Services

⑆0640⑉0005⑆ BA 96426 3⑆ ⑆0000015000⑆

SASSER FOR SENATE COMMITTEE

317

C/O W. GARY BLACKBURN, TREASURER
1100 FLOO...
NASHVILLE, TENN. 37210

June 21, 1976

87-5
640

PAY TO THE ORDER OF

Russ Hancock

\$ 200.00

Two hundred and 00/100

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR

Pilot Services

⑆0640⑉0005⑆ BA 96426 3⑆ ⑆0000020000⑆

SASSER FOR SENATE COMMITTEE

245

C/O W. GARY BLACKBURN, TREASURER
1100 FLOO...
NASHVILLE, TENN. 37210

June 7, 1976

87-5
640

PAY TO THE ORDER OF

Russ Hancock

\$150.00

One Hundred Fifty and 00/100

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR

Pilot Services

⑆0640⑉0005⑆ BA 96426 3⑆ ⑆0000015000⑆

SENATE FOR SENATE COMMITTEE
23RD FLOOR LIFE AND CASUALTY TOWER
NASHVILLE, TENN 37211
SENATE IDENTIFICATION NO. 2152

713

July 31, 1976

87-5
640

PAY TO THE ORDER OF Keith Barkley

\$ 85.00

Eighty-five and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

SENATE IDENTIFICATION NO. S-2152

IN RE:

Keith Barkley Keith Barkley

⑆00540⑉00050⑆ 63 954 15 76 ⑆00000008500⑆

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SENATE FOR SENATE COMMITTEE
C/O W. HARRY BLACKBURN, CLERK
1418 BELL ST. THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37211

398

July 31, 1976

87-5
640

PAY TO THE ORDER OF Keith Barkley

\$ 235.00

Two hundred and thirty-five and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

SENATE IDENTIFICATION NO. S-2152

Keith Barkley Keith Barkley

⑆00540⑉00050⑆ 63 954 15 76 ⑆00000023500⑆

M
P

SENATE FOR SENATE COMMITTEE
C/O W. HARRY BLACKBURN, CLERK
1418 BELL ST. THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37211

247

June 8, 1976

87-5
640

PAY TO THE ORDER OF Keith Barkley

\$ 75.00

Seventy-five and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

SENATE IDENTIFICATION NO. S-2152

Keith Barkley Keith Barkley

Pilot Services 6/3/76

⑆00540⑉00050⑆ 63 954 15 76 ⑆00000007500⑆

UNITED STATES OF AMERICA
FEDERAL ELECTION COMMISSION
WASHINGTON, D. C.

IN RE: Complaint of Harry Sadler
James R. Sasser, Respondent
Candidate for U.S. Senate

NO. MUR 216 (76)

A F F I D A V I T

STATE OF TENNESSEE)

COUNTY OF GRUNDY)

My name is Chas. N. Turner, and having been first duly sworn, state that I am a Director and member of the Loan Committee of The First National Bank of Tracy City, Tennessee. On June 11, 1976, James R. Sasser applied for a loan from the First National Bank of Tracy City for the amount of \$100,000.00. Upon examination of his financial status, earning capacity, character, and credit experience, I approved the loan at a normal rate of interest, on Mr. Sasser's signature, without any additional collateral. The Bank did require Mr. Sasser to escrow the first years' interest on the loan and to buy Credit Life Insurance. This loan was made in accordance with the applicable banking laws and regulations and in the ordinary course of business. (See Attached #1).

The loan of The First National Bank of Tracy City was made to Mr. Sasser personally. This Bank will therefore expect Mr. Sasser to be personally responsible for the repayment of this loan.

Further Affiant saith not.

Subscribed to and sworn before me
this _____ day of August, 1976

NOTARY PUBLIC

MY COMMISSION EXPIRES:



CHAS. N. TURNER, DIRECTOR
FIRST NATIONAL BANK OF TRACY CITY

STATEMENT

Airplane Services, Inc.

Phone 615 967-2773

Route 1

WINCHESTER, TENNESSEE 37398 8/26 1976

Jim Sasser For U. S. Senate

719 Main St.

Nashville, Tenn.

7/2	2.5	Jim Sasser (Chatt.-Nash.)	\$158.00
7/5	2.6	Jim Sasser, John Pitts (Athens)	164.32
7/7	1.1	" " " " (Tullahoma)	69.52
7/13	3.0	" " " " (Knoxville)	189.60
7/17	3.6	Jim Sasser, Harlan Mathews William Snodgrass, John Pitts (Union City)	262.60
7/18	4.8	Jim Sasser, John Pitts (Memphis)	303.38
7/20	3.5	" " " " (Gainsboro, Cookville, Oak Ridge)	222.20
7/28	4.9	Jim Sasser, John Pitts (Two press reporters) (Jackson, Memphis)	274.68
			<u>\$1644.30</u>

(\$35.00 pr. hr. + fuel & expenses)

STATEMENT

Airplane Services, Inc.

PHONE 615 967-2773

ROUTE 1

WINCHESTER, TENNESSEE 37398

8/26

1976

Jim Sasser For U. S. Senate

719 Main St.

Nashville, Tenn.

8/3	6.5	Jim Sasser, Karl Stedwidge Isac Hayes (Memphis-Nashville-Memp.)	\$ 410.80
8/4	3.6	Jim Sasser, John Pitts (Chatt.-Knoxville)	227.50
8/18	2.5	" " " " (Memphis)	<u>221.20</u>
			\$ 859.50

(\$35.00 pr. hr. + fuel & expenses)

STATEMENT

Airplane Services, Inc.

PHONE 615 967-2773

ROUTE 1

WINCHESTER, TENNESSEE 37398

8-9

1976

Jim House for U.S. Service

11-14 Mrs.

3320000

**399.00*

FUEL TICKETS

327.72

+ 78672

TEXACO

paid for

TEXACO

paid for

before
payment
agreed
is copy.

INVOICE

5712 101 940 3 12 75 02747
 CARL P SPRAY
 TOTAL AMOUNT

640 0115
 142 F
 Carl C Spray
 55 28
 105
 HAPPY FLYING!

CUSTOMER'S ORIGINAL

TEXACO
 TOTAL CHARGE \$ 57.12
 OVER \$1,000-PAY IN WHITE
 TERMS: PAYABLE WITHOUT DISCOUNT UPON RECEIPT OF MONTHLY STATEMENT. PRICE AND AMOUNT INCLUDES ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES AS SHOWN.

Route 1
 Winchester TX 73398

SIGNATURE: Carl C Spray
 AUTHORIZATION CODE: A 527881

ATTENDANT	DATE	SUB-TOTAL

DESCRIPTION	QUANTITY	PRICE	AMOUNT
SUB-TOTAL			

CERTIFICATE OF INTENTION
 NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

SIGNED: RETAILER

5712 101 940 3 12 75 02747
 CARL P SPRAY
 TOTAL AMOUNT

TEXACO

57.12
 2.34
 59.46

SALES TAX
 ORIGINAL INVOICE
 NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

SIGNED: RETAILER

EXXON
 5712 101 940 3 12 75 02747
 Thanks For Buying Texaco

TOTAL CHARGE \$ 57.12
 OVER \$1,000-PAY IN WHITE
 TERMS: PAYABLE WITHOUT DISCOUNT UPON RECEIPT OF MONTHLY STATEMENT. PRICE AND AMOUNT INCLUDES ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES AS SHOWN.

SIGNATURE: Carl C Spray
 AUTHORIZATION CODE: A 527881

ATTENDANT	DATE	SUB-TOTAL

DESCRIPTION	QUANTITY	PRICE	AMOUNT
SUB-TOTAL			
SALES TAX			
ORIGINAL INVOICE			

CERTIFICATE OF INTENTION
 NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

SIGNED: RETAILER

1109109AS703A
 CHICKADEE AVIA C
 P O BOX 020
 ALCOA TN 37701

Happy Flying!

DATE: 072475
 AMOUNT: 3.00

79210

CUSTOMER'S ORIGINAL

EXXON

315 821 607 9 0711 103994

JAMES R BASSEL

Noahville, Tenn
 5171757050000
 ERNEST W COLBERT
 CORNELIA FT ARPT

EXXON

79210

072475

DATE: 47 75

AMOUNT: 3.00

Happy Flying!

232006

CUSTOMER'S ORIGINAL

EXXON

7-26-75
 Ed 2nd
 7-26-75
 7-26-75

876452

PRODUCT/SERVICE	QUAN	UNIT	AMOUNT
REGULAR - Avgas	41	gal	76.4814
TOTAL \$			76.4814
SALES/TAX/TARE			1.92
TOTAL \$			78.4014

NOTICE TO BUYER: (1) DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT OR IF ANY OF THE TERMS ARE LISTED BLANK; (2) YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT; KEEP IT TO PROTECT YOUR LEGAL RIGHTS; (3) YOU MAY AT ANY TIME PAY OFF THE FULL UNPAID BALANCE UNDER THIS AGREEMENT.

ORIGINAL

Happy Flying!

DATE: 77219

AMOUNT: 44.44

CUSTOMER'S ORIGINAL

EXXON

Happy Flying!

DATE: 79210

AMOUNT: 41.57

129569

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON BOTH SIDES OF THIS PAGE

TOTAL CHARGE: 403132

SELLER hereby assigns this account receivable to SHELL OIL COMPANY. All amounts include oil taxes which seller or any prior seller must pay or collect.

619 main st
 Sasser & Assoc, Tenn 37219

876375

PRODUCT/SERVICE	QUAN	UNIT	AMOUNT
REGULAR - Avgas	38	gal	76.288
TOTAL \$			76.288
SALES/TAX/TARE			1.14
TOTAL \$			77.428

NOTICE TO BUYER: (1) DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT OR IF ANY OF THE TERMS ARE LISTED BLANK; (2) YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT; KEEP IT TO PROTECT YOUR LEGAL RIGHTS; (3) YOU MAY AT ANY TIME PAY OFF THE FULL UNPAID BALANCE UNDER THIS AGREEMENT.

876452

7-26-75

TOTAL \$ 78.4014

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON BOTH SIDES OF THIS PAGE

7-26-75

SELLER hereby assigns this account receivable to SHELL OIL COMPANY. All amounts include oil taxes which seller or any prior seller must pay or collect.

876452

NOTICE TO BUYER: (1) DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT OR IF ANY OF THE TERMS ARE LISTED BLANK; (2) YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT; KEEP IT TO PROTECT YOUR LEGAL RIGHTS; (3) YOU MAY AT ANY TIME PAY OFF THE FULL UNPAID BALANCE UNDER THIS AGREEMENT.

BOX 1577A
WINCHESTER TENN.
M 2442E

APPROVED BY: *Carl Osprey*

NO. A 527890

ITEM	QTY	PRICE	AMOUNT
1000	17.1		59.39
	5.7		3.69
SUBTOTAL			63.08
SALES TAX			1.11
TOTAL			64.19

ORIGINAL INVOICE NO. 41197

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

BOX 1577A
WINCHESTER TENN.
M 2442E

APPROVED BY: *Carl Osprey*

NO. A 527890

ITEM	QTY	PRICE	AMOUNT
1000	17.1		59.39
	5.7		3.69
SUBTOTAL			63.08
SALES TAX			1.11
TOTAL			64.19

ORIGINAL INVOICE NO. 41197

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

BOX 1577A
WINCHESTER TENN.
M 2442E

APPROVED BY: *Carl Osprey*

NO. A 527890

ITEM	QTY	PRICE	AMOUNT
1000	117.6		91.41
SUBTOTAL			91.41
SALES TAX			3.79
TOTAL			95.20

ORIGINAL INVOICE NO. 91120

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

TEXACO

APPROVED BY: *Carl Osprey*

NO. A 527891

ITEM	QTY	PRICE	AMOUNT
1000	197.9		152.16
	3.7		6.85
SUBTOTAL			159.01
SALES TAX			3.07
TOTAL			162.08

ORIGINAL INVOICE NO. 71167

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

EXXON

APPROVED BY: *Carl Osprey*

NO. A 527880

ITEM	QTY	PRICE	AMOUNT
1000	89.2		68.57
	3.09		3.09
SUBTOTAL			71.66
SALES TAX			1.67
TOTAL			73.33

ORIGINAL INVOICE NO. 71167

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

Thank You Buying Texaco

APPROVED BY: *Carl Osprey*

NO. A 527886

ITEM	QTY	PRICE	AMOUNT
1000	68.6		71.52
	0.3		2.06
SUBTOTAL			73.58
SALES TAX			3.17
TOTAL			76.75

ORIGINAL INVOICE NO. 720927

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

TEXACO

APPROVED BY: *Carl Osprey*

NO. A 527886

ITEM	QTY	PRICE	AMOUNT
1000	117.6		91.41
SUBTOTAL			91.41
SALES TAX			3.79
TOTAL			95.20

ORIGINAL INVOICE NO. 91120

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

8442F

TEXACO

ORIGINAL INVOICE

QUANTITY	UNIT	DESCRIPTION	AMOUNT
100.00	Gal	REGULAR	57.21
2.53	Gal	ADDITIONAL	2.53
		TOTAL	59.74

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

8442F

EXXON

ORIGINAL INVOICE

QUANTITY	UNIT	DESCRIPTION	AMOUNT
100.00	Gal	REGULAR	71.21
2.16	Gal	ADDITIONAL	2.16
		TOTAL	73.37

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

8442F

EXXON

ORIGINAL INVOICE

QUANTITY	UNIT	DESCRIPTION	AMOUNT
100.00	Gal	REGULAR	36.00
		TOTAL	36.00

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

834671

EXXON

ORIGINAL INVOICE

QUANTITY	UNIT	DESCRIPTION	AMOUNT
100.00	Gal	REGULAR	72.20
2.88	Gal	ADDITIONAL	2.88
		TOTAL	75.08

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

8442F

EXXON

ORIGINAL INVOICE

QUANTITY	UNIT	DESCRIPTION	AMOUNT
100.00	Gal	REGULAR	50.00
17.74	Gal	ADDITIONAL	17.74
		TOTAL	67.74

NOTICE TO BUYER: Do not sign before reading both sides of this agreement or if any spaces intended for agreed terms are left blank. Retain this copy.

8442F

EXXON

ORIGINAL INVOICE

QUANTITY	UNIT	DESCRIPTION	AMOUNT
100.00	Gal	REGULAR	29.73
		TOTAL	29.73

Happy Flying!

CUSTOMER'S ORIGINAL EXXON

Keith Barkley

247 (6/8) - 75.00 ✓
398 (7/2) - 235.00 ✓
713 (7/27) - 85.00

Russ Hancock

225 (6/1) - 75.00 ✓
245 (6/7) - 150.00 ✓
317 (6/21) - 200.00 -
349 (6/25) - 150.00 ✓
399 (7/2) - 150.00 -
471 (7/12) - 300.00 ✓
595 (7/19) - 150.00 ✓
714 (7/27) - 400.00
864 (7/30) - 75.00

100 43 73 31 39

315 0 1 101

NUMBER

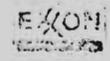
TOTAL AMOUNT

7/29

100 43		73	31 39	022401 7921Q <i>R. J. [Signature]</i>
40 3		90	2 70	
FEDERAL SALES TAX 3 <i>McDon</i>			1 29	Happy Flying! 37 57
TOTAL				

7921Q

CUSTOMER'S ORIGINAL



SASSER FOR SENATE COMMITTEE
23RD FLOOR LIFE AND CASUALTY TOWER
NASHVILLE, TENN. 37203
SENATE IDENTIFICATION NO. S-2152

988

PAY TO THE ORDER OF

Edwell Enterprises, Inc.

August 3, 1976

1100.00
\$1100.00

Five hundred eighty - eight and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE TENN.

SASSER FOR SENATE COMMITTEE

FOR

Virginia Kove 7-31-76

Virginia Kove
James H. Miller

⑆0640⑉0005⑆ 63 96446730K ⑈0000018800⑈

SASSER FOR SENATE COMMITTEE
23RD FLOOR LIFE AND CASUALTY TOWER
NASHVILLE, TENN. 37203
SENATE IDENTIFICATION NO. S-2152

703

PAY TO THE ORDER OF

Virginia Kove

July 26, 1976

\$1114.66

One thousand one hundred and fourteen and 66/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE TENN.

SASSER FOR SENATE COMMITTEE

FOR

Virginia Kove

Virginia Kove
James H. Miller

⑆0640⑉0005⑆ 63 96446730K ⑈0000111406⑈

SASSER FOR SENATE COMMITTEE
23RD FLOOR LIFE AND CASUALTY TOWER
NASHVILLE, TENN. 37203
SENATE IDENTIFICATION NO. S-2152

713

PAY TO THE ORDER OF

Keith Bandy

July 27, 1976

\$85.00

Eighty-five and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE TENN.

SASSER FOR SENATE COMMITTEE

FOR

Keith Bandy

Keith Bandy
James H. Miller

⑆0640⑉0005⑆ 63 96446730K ⑈0000008500⑈

SASSER FOR SENATE COMMITTEE
C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37203

247

PAY TO THE ORDER OF

Keith Bandy

June 8, 1976

\$75.00

Seventy-five and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE TENN.

IDENTIFICATION NO. S-2152

FOR

Pilot services 6/8/76

Keith Bandy
James H. Miller

⑆0640⑉0005⑆ 63 96446730K ⑈0000007500⑈

SASSER FOR SENATE COMMITTEE

G/O W. GARY BLACKBURN, TREASURER
1475 BLOOMINGDALE NATIONAL BANK BLDG.
NASHVILLE, TENN. 37215

216

PAY TO THE
ORDER OF

Colemill Enterprises

May 23,

76

87.5
040

Eight Hundred and 00/100

\$800.00

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-3182

FOR Charter Airplane 5/23/76 NASHVILLE, TENN.

Henry Blackburn

⑆02840⑆0008⑆88⑆76⑆05⑆23⑆

⑈00000080000⑈

SASSER FOR SENATE COMMITTEE

G/O W. GARY BLACKBURN, TREASURER
1475 BLOOMINGDALE NATIONAL BANK BLDG.
NASHVILLE, TENN. 37215

129

PAY TO THE
ORDER OF

Campbell Aero Services

April 7, 1976

87.5
040

\$ 88.20

Eighty-eight and 20/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-3182

FOR Payment

NASHVILLE, TENN.

Henry Blackburn

⑆02840⑆0008⑆88⑆76⑆04⑆07⑆

⑈0000008820⑈

Telephone 865-1314

INVOICE

*Aviation Group
Associates, Inc.*

PO BOX 101
MEMPHIS, TENNESSEE 38115



June 30, 1976

Mr. Jim Casser
Casser Campaign Headquarters
719 Main St.
Nashville, In. 37206

Hourly rates include sales tax

Date	Description	Amount
4-29	Knoxville - 1.7 hrs. @ \$65 per hr.	110.50
5-14	Tri-Cities - 2.5 hrs. @ \$65 per hr.	162.50
5-20	Memphis - 2.0 hrs. @ \$65 per hr.	130.00
5-31	Knoxville - 2.4 hrs. @ \$65 per hr.	156.00
6-5, 6, & 8	Various cities in Tenn. - 3.2 hrs. @ \$65 per hr.	528.00
6-6	Nashville - 1.5 hrs. @ \$65 per hr.	97.50
6-13	Memphis - 2.0 hrs. @ \$65 per hr.	130.00
6-21	Various cities in Tenn. - 3.0 hrs. @ \$65 per hr.	195.00
	Total	\$1,519.50

*OK # 3166
6-30-76*

865-1314

Telephone 855-1343

INVOICE

*Aviation Group
Associates, Inc.*

PO Box 991
MADISON, TENNESSEE 37115



August 1, 1976

Mr. Jim Sasser
Sasser Campaign Headquarters
719 Main St.
Nashville, TN. 37206

Date	Description	Amount
7-13	Various cities in Tenn.	
	Fuel & Oil Maintenance	45.00 54.00
	Total	<u>99.00</u>

*OK'd 1123
8-24-76*

0131106

J. T. Dugger & Son, Inc.

1018 AMBROSE AVE.

NASHVILLE, TENN. 37207

GENERAL CONTRACTORS

August 5, 1976

Jim Sasser for Senate Committee

Use of Airplane - Cessna No. 7921Q

July 14, 1976 thru July 30, 1976:

Engine Time July 14, 1976-597.2

" " " 30, 1976-617.3

Total hours used 20.1

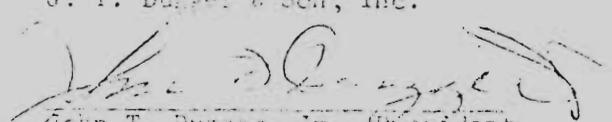
20.1 Hours x \$40.00.....\$ 804.00

Deposited 7/14/76..... 1000.00

Refund.....\$ 196.00

Enclosed please find check # 2442 in the amount of \$196.00.

J. T. Dugger & Son, Inc.



John T. Dugger, Jr., President

JTD/ri

CAMPBELL AERO SERVICE
 P.O. Box 909
 Knoxville, T. 37901

ORDER NO. _____ DATE 5-7-76 5-2-1976

SOLD TO *A. J. ...*

ADDRESS *...*

SHIP TO *...*

ADDRESS *...*

SALESMAN _____

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
<i>2.5 hrs @ 30.00</i>	<i>2.5</i>	<i>30.00</i>	<i>75.00</i>
<i>Tax</i>	<i>4.20</i>		<i>4.20</i>
<i>124</i>			<i>84.00</i>
<i>4-4-76</i>			<i>4.20</i>
			<i>55.20</i>

BERYVILLE

PURCHASED BY _____

CHECK CASH CREDIT

*Flight from Knoxville
 March 7, 1976*

(Signature)

ok to buy

100 100 100 100 100 100 100 100 100 100

STATEMENT

P. O. BOX 909 KNOXVILLE, TENN. 37902 1976

IN ACCOUNT WITH

CAMPBELL'S AERO SERVICE

PHONE 573-7513

	CASH ON HAND	MISSISSIPPI	
3-7-76	2,151.00	@ 30.00	84.00
	SALE TAX		4.28
			88.28
Flight from Knoxville			
March 7, 1976			
<i>OK to pay</i>			

CAMPBELL AERO SERVICE
 P.O. Box 909
 Knoxville, Tenn 37901

ORDER NO. _____ DATE 5/15/76 6.30 1976
 SOLD TO: SENATOR SENATE COMMITTEE
 ADDRESS: 100 East Baker 216
 SHIP TO: 6033 112
 ADDRESS: N 13 E 31 211
 SALESMAN _____ BUYER _____ WHEN _____ TERMS/TOR _____

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
IN 12.12.5 hrs			
OUT 1209.5 hrs			
R-2500 3.0		69.00	
PILOT SERVICE		50.00	
<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;"> PL 31 Ag #1142 </div>			
SALE TAX		5.94	
			\$ 104.94

STATEMENT

Airplane Services, Inc.

PHONE 615 967-2773

-:-

ROUTE 1

WINCHESTER, TENNESSEE 37398

7-26 1976

Jim Sasser For Senate

719 Main St

Nashville, Tenn.

10.1 Hrs. @ \$35.00 Hr. C-340 (8442F) \$385.00

Gas (8442F)

729.06
\$1114.06

Nett-703
7-26-76

STATEMENT

Airplane Services, Inc.

PHONE 615 967-2773

ROUTE 1

VINCHESTER, TENNESSEE 37393

8-9

1976

Jim Basser for U.S. Senate

11.4 Hrs.

^e 35.00PH

\$399.00

FUEL TICKETS

387.72

\$786.72

COLEMILL ENTERPRISES INC.

Cornelia Fort Air Park
 FLIGHT INSTRUCTION - CHARTER FLIGHTS

Phone 262-0456

Nashville, Tenn.

Customer's Order No. 145K Date 7-31 1974
 M Sawyer For Senate
 Address _____

Sold By	Cash	C.O.D.	Charge	On Acct.	Miss. Pay.	Pt. Col.
<i>[Signature]</i>	<input checked="" type="checkbox"/>					
QUAN.	DESCRIPTION			PRCS	AMOUNT	
	Gal. <u>Charter</u> Flight					
	Qts.	Oil				
	Hrs.	Dual				
	Hrs.	Labr			488.00	
		988			82.76	

ALL claims and returned goods MUST be accompanied by this bill.

No 07345 Rec'd by

THOMPSON PRINTING CO. - NASHVILLE, TN.

COLEMILL ENTERPRISES, INC.

P.O. BOX 60527 •

615 262 0456 •

NASHVILLE, TENN. 37206

Sasser for Senate Committee
 23rd floor Life & Casualty Tower
 Nashville, Tenn. 37219

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
5/1/76	Charter on 5/28/76	800.00		
	6/25/76	390.00		
	7/30/76	800.00		\$1,990.00
			1,990.00	-0-
	ACCOUNT PAID IN FULL			

SASSER FOR SENATE COMMITTEE

88

PAID TO THE
ORDER OF

DOLLARS

SASSER FOR SENATE COMMITTEE

Nashville City Bank
AND TRUST CO. NASHVILLE TENN.

⑆0640⑉0005⑆ 63 98412 3⑆

⑈0000062455⑈

SASSER FOR SENATE COMMITTEE

188

Y 10711
NTRC

S.

DOLLARS

SASSER FOR SENATE COMMITTEE

Nashville City Bank
AND TRUST CO. NASHVILLE TENN.

⑆0840⑆0009⑆ 88 40 16 6 *

⑆0000062485⑆

SASSER FOR SENATE COMMITTEE
23RD FLOOR LIFE AND CASUALTY TOWER
NASHVILLE, TENN 37219
SENATE IDENTIFICATION NO. S 2152

73

PAY TO THE
ORDER OF

19

\$

DOLLARS

SASSER FOR SENATE COMMITTEE

Nashville City Bank
AND TRUST CO. NASHVILLE TENN

FOR

⑆0640⑉0005⑆ 63 96416 3⑈

⑆0000078672⑆

SASSER FOR SENATE COMMITTEE
23RD FLOOR LIFE AND CASUALTY TOWER
NASHVILLE, TENN 37219
SENATE IDENTIFICATION NO. S 2152

76

PAY TO THE
ORDER OF

19

\$

DOLLARS

SASSER FOR SENATE COMMITTEE

Nashville City Bank
AND TRUST CO. NASHVILLE TENN

FOR

⑆0640⑉0005⑆ 63 96416 3⑈

⑆0000042000⑆

SASSER FOR SENATE COMMITTEE
23RD FLOOR LIFE AND CASUALTY TOWER
NASHVILLE, TENN 37219
SENATE IDENTIFICATION NO. S 2152

83

PAY TO THE
ORDER OF

19

\$

DOLLARS

SASSER FOR SENATE COMMITTEE

Nashville City Bank
AND TRUST CO. NASHVILLE TENN

FOR

⑆0640⑉0005⑆ 63 96416 3⑈

⑆0000010400⑆

SASSER FOR SENATE COMMITTEE
23RD FLOOR LIFE AND CASUALTY TOWER
NASHVILLE, TENN 37219
SENATE IDENTIFICATION NO. S 2152

79

PAY TO THE
ORDER OF

19

\$

DOLLARS

SASSER FOR SENATE COMMITTEE

Nashville City Bank
AND TRUST CO. NASHVILLE TENN

FOR

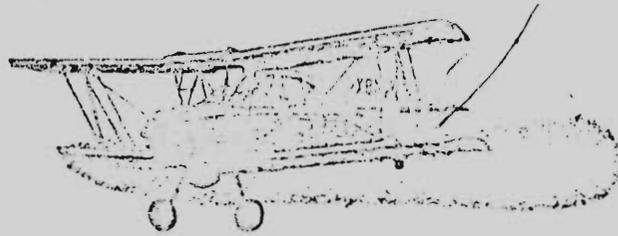
⑆0640⑉0005⑆ 63 96416 3⑈

⑆0000010300⑆

Telephone No.

Aviation Group Associates, Inc.

P. O. Box 491
MADISON, TENNESSEE 37115



June 30, 1976

Mr. J. H. ...
...
...

Receipt for ...

Date	Description	Amount
6/1/76	...	149.00
6/2/76	...	13.00
6/3/76	...	156.00
6/4/76	...	601.00
6/5/76	...	101.00
6/6/76	...	13.00
6/7/76	...	101.00
		<u>1,134.00</u>

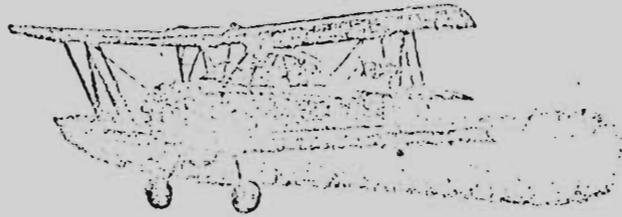
*Net 3166
6-30-76*

Telephone 36-4314

INVOICE

Aviation Group
Associates, Inc.

P. O. Box 70
MADISON, TENNESSEE 37133



JULY 24 1974

3100
710
210
100

Hourly rates include sales tax

DSG	Description	Amount
4-24	No. 1111 - 1111 - 1.1 hr. 100	11.00
6-27, 28	1111 - 1111 - 1.1 hr. 100	11.00
7-8, 9, 10	various cities 5.2 hrs. @ 100 per hr.	520.00
	total	542.00

JD
474
7-12-74

STATEMENT

Airplane Services, Inc.

PHONE 615 967-2773

-1-

ROUTE 1

WINCHESTER, TENNESSEE 37398

8-9

1976

Jim Davis for [unclear]

11.4.76

Balance

\$399.00

fuel tickets

327.72

\$726.72

7167

J. T. Dugger & Son, Inc.

5018 AMBROSE AVE.

NASHVILLE, TENN. 37207

GENERAL CONTRACTORS

August 6, 1976

Jim Sasser for Senate Committee

Use of Airplane - Cessna No. 7921Q

July 14, 1976 thru July 30, 1976:

Engine Time July 14, 1976-597.2

" " " 30, 1976-617.3

Total hours used 20.1

20.1 Hours x \$49.00.....\$ 896.00

Deposited 7/14/76..... 1000.00

Refund.....\$ 196.00

Enclosed please find check # 2442 in the amount of \$196.00.

J. T. Dugger & Son, Inc.

John T. Dugger, Jr.
John T. Dugger, Jr., President

JTD/rl

SASSER FOR SENATE COMMITTEE
C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

474

PAY TO THE ORDER OF

Coastal Group Associates, Inc. July 12, 1976

87-5
640

Three hundred ninety-two and 00/100

\$ 962.00

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

July 12 Statement

Gray Gibson

⑆0640⑉0005⑆ 63 964 10 30⑉

⑈000096200⑈

SASSER FOR SENATE COMMITTEE
C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

473

PAY TO THE ORDER OF

J. T. Nugent + Son July 12, 1976

87-5
640

One thousand and 00/100

\$ 1,050.00

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

Deposit on lease of aircraft

Gray Gibson

⑆0640⑉0005⑆ 63 1050 00 00⑉

⑈0000100000⑈

SASSER FOR SENATE COMMITTEE
C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

366

PAY TO THE ORDER OF

Coastal Group Associates, Inc. June 30, 1976

87-5
640

One thousand five hundred and 50/100

\$ 1,514.50

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

Plane lease June 1-30-76

Gray Gibson

⑆0640⑉0005⑆ 63 1514 50 00⑉

⑈0000151450⑈

SASSER FOR SENATE COMMITTEE
C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

352

PAY TO THE ORDER OF

Colemill Enterprises June 25, 1976

87-5
640

Three hundred ninety and 00/100

\$ 390.00

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

Lease of aircraft

Gray Gibson

⑆0640⑉0005⑆ 63 390 00 00⑉

⑈000039000⑈

3 9 2 1 0 3 1 5 1 7 1

SASSER FOR SENATE COMMITTEE

366

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37211

June 30, 1976

87-5
640

PAY TO THE ORDER OF

First Bank of Nashville, Inc.

\$1,514.⁵⁰

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR *Balance as of 6-30-76*

James A. Blackburn

⑆00540⑉0005⑆ ⑆53⑆96416⑆

⑈0000151450⑈

SASSER FOR SENATE COMMITTEE

474

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37211

July 12, 1976

87-5
640

PAY TO THE ORDER OF

Executive Group Accounts, Inc.

\$962.⁰⁰

for check #100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR *July 12 Statement*

James A. Blackburn

⑆00540⑉0005⑆ ⑆53⑆96416⑆

⑈0000096200⑈

SASSER FOR SENATE COMMITTEE

703

23RD FLOOR - THE ALABAMA CITY CENTER
NASHVILLE, TENN. 37203
SENATE DEPARTMENT OF CLERK

July 26, 1976

87-5
640

PAY TO THE ORDER OF

James A. Blackburn, Inc.

\$1,114.⁰⁶

for check #100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

SASSER FOR SENATE COMMITTEE

FOR *James A. Blackburn*

James A. Blackburn

⑆00540⑉0005⑆ ⑆53⑆96416⑆

⑈0000111406⑈

PAY TO THE ORDER OF Carroll Aero Services May 7, 1976 \$ 88.00
Eighty-eight and 20/100

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR Statement George Blackburn
⑆0640⑆0005⑆6346416⑆3⑆ ⑆0000008820⑆

SASSER FOR SENATE COMMITTEE 216

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN 37219

May 28, 1976 87-5 640

PAY TO THE ORDER OF Colemill Enterprises \$ 800.00
Eight Hundred and 00/100

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR Charter Airplane 5/28/76 George Blackburn
⑆0640⑆0005⑆6346416⑆3⑆ ⑆0000080000⑆

SASSER FOR SENATE COMMITTEE 352

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN 37219

June 25, 1976 87-5 640

PAY TO THE ORDER OF Colemill Enterprises \$ 390.00
Three Hundred Ninety and 00/100

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR Lease of aircraft George Blackburn
⑆0640⑆0005⑆6346416⑆3⑆ ⑆0000039000⑆

SASSER FOR SENATE COMMITTEE 473

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN 37219

July 13, 1976 87-5 640

PAY TO THE ORDER OF J. T. Duggan + Sons \$ 1,000.00
One Thousand and 00/100

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR Receipt on lease of airplane George Blackburn
⑆0640⑆0005⑆6346416⑆3⑆ ⑆0000100000⑆

SENATE COMMITTEE
2ND FLOOR, 100 N. CALLETA ST. TOWER
HAS. 37003
SENATE CHAMBER

July 21, 1976
\$ 25.00

PAY TO THE ORDER OF

Keith Bandy

Twenty-five and 00/100

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

SENATE FOR SENATE COMMITTEE

FOR

Pilot

⑆00040⑉0005⑆ 63 484663P

⑈0000002500⑈

SENATE FOR SENATE COMMITTEE

C/O W. GARY BEARDMAN, TREASURER
1418 FLEET - THIRD NATIONAL BANK BLDG.
NASHVILLE, TENN. 37203

398

July 2, 1976
\$ 235.00

PAY TO THE ORDER OF

Keith Bandy

Two Hundred Thirty-five and 00/100

Nashville City Bank
(AND TRUST CO.) NASHVILLE, TENN.

IDENTIFICATION NO. 52152

FOR

Pilot Services

⑆00040⑉0005⑆ 63 484663P

⑈00000023500⑈

SENATE FOR SENATE COMMITTEE

C/O W. GARY BEARDMAN, TREASURER
1418 FLEET - THIRD NATIONAL BANK BLDG.
NASHVILLE, TENN. 37203

247

June 8, 1976

PAY TO THE ORDER OF

Keith Bandy

Seventy-five and 00/100

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. 52152

FOR

Pilot services 6/8/76

⑆00040⑉0005⑆ 63 484663P

⑈0000007500⑈

SASSER FOR SENATE COMMITTEE
C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

471

87-5
640

July 13, 1976

PAY TO THE ORDER OF

Russ Hancock

PROCESSED

\$ 300⁰⁰

Three Hundred and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

FOR Rent Services

W. Gary Blackburn

⑆0540⑉0005⑆ 63 96476

⑆0000030000⑆

SASSER FOR SENATE COM' TTEE
C/O W. GARY BLACKBURN, TR. URER
14TH FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

595

87-5
640

July 19, 1976

PAY TO THE ORDER OF

Russ Hancock

PROCESSED

\$ 150⁰⁰

One Hundred Fifty and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

FOR Rent Services

W. Gary Blackburn
W. Gary Blackburn

⑆0540⑉0005⑆ 63 96476

⑆0000015000⑆

SASSER FOR SENATE COMMITTEE
23RD FLOOR - LIFE AND CASUALTY TOWER
NASHVILLE, TENN. 37211
SENATE IDENTIFICATION NO. S-2102

863

87-5
640

July 30, 1976

PAY TO THE ORDER OF

Russ Hancock

\$ 800⁰⁰

Eight Hundred and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

FOR Honor of Andrew 7-29-76

W. Gary Blackburn
W. Gary Blackburn

⑆0540⑉0005⑆ 63 96476

⑆0000080000⑆

PAY TO THE ORDER OF Russ Hancock \$150.00

One Hundred Fifty and 00/100

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR Pilot Services George R. Runkle
⑆0840⑉0005⑆ 63 48416 3⑆ ⑆0000015000⑆

SASSER FOR SENATE COMMITTEE 317
C/O W. GARY BLACKBURN, TREASURER
1111 FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

PAY TO THE ORDER OF Russ Hancock June 21, 1976 \$200.00
Two Hundred and 00/100 DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR Pilot Services George R. Runkle
⑆0840⑉0005⑆ 63 48416 3⑆ ⑆0000020000⑆

SASSER FOR SENATE COMMITTEE 349
C/O W. GARY BLACKBURN, TREASURER
1111 FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

PAY TO THE ORDER OF Russ Hancock June 25, 1976 \$150.00
One Hundred Fifty and 00/100 DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR Pilot Services George R. Runkle
⑆0840⑉0005⑆ 63 48416 3⑆ ⑆0000015000⑆

SASSER FOR SENATE COMMITTEE 399
C/O W. GARY BLACKBURN, TREASURER
1111 FLOOR - THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

PAY TO THE ORDER OF Russ Hancock July 2, 1976 \$150.00
One Hundred Fifty and 00/100 DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR Pilot Services George R. Runkle
⑆0840⑉0005⑆ 63 48416 3⑆ ⑆0000015000⑆

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BUILDING
NASHVILLE, TENN. 37203

398

PAY TO THE ORDER OF

John Hancock

July 8, 1976

\$ *235.00*

Two Hundred Thirty-five and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

Pilot Services

Gray, Blackburn

⑆0640⑉0005⑆ 63 46436 3⑆

⑆00000039⑆

SASSER FOR SENATE COMMITTEE

23RD FLOOR - LIFE AND CASUALTY TOWER
NASHVILLE, TENN. 37203
SENATE IDENTIFICATION NO. S-2152

714

PAY TO THE ORDER OF

Russ Hancock

July 8, 1976

875
639

\$ *409.00*

Four Hundred and Nine

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

SASSER FOR SENATE COMMITTEE

FOR

Pilot Services & Expenses

Russ Hancock
Gray, Blackburn

⑆0640⑉0005⑆ 63 46436 3⑆

⑆0000040000⑆

SASSER FOR SENATE COMMITTEE

23RD FLOOR - LIFE AND CASUALTY TOWER
NASHVILLE, TENN. 37203
SENATE IDENTIFICATION NO. S-2152

864

PAY TO THE ORDER OF

Russ Hancock

July 20, 1976

875
639

\$ *75.00*

Seventy-five and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

SASSER FOR SENATE COMMITTEE

FOR

Pilot Services

Russ Hancock
Gray, Blackburn

⑆0640⑉0005⑆ 63 46436 3⑆

⑆0000007500⑆

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR - THIRD NATIONAL BANK BUILDING
NASHVILLE, TENN. 37203

225

PAY TO THE ORDER OF

Russ Hancock

June 1, 1976

875
639

\$ *75.00*

Seventy-five and 00/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

Pilot services

Russ Hancock
Gray, Blackburn

⑆0640⑉0005⑆ 63 46436 3⑆

⑆0000007500⑆

FOR DEPOSIT ONLY
 PAY TO THE ORDER OF
 SASSER FOR SENATE COMMITTEE
 33RD FLOOR - LIFE AND CASUALTY TOWER
 NASHVILLE, TENN. 37215
 SENATE IDENTIFICATION NO. S-2152

863

925
 8:00

COLLARS

NASHVILLE CITY BANK
 AND TRUST CO. NASHVILLE TENN.

FOR *Airplane Lease 7-31-76*

1054000051 53 9548787A

SASSER FOR SENATE COMMITTEE
 33RD FLOOR - LIFE AND CASUALTY TOWER
 NASHVILLE, TENN. 37215
 SENATE IDENTIFICATION NO. S-2152

988

August 2, 1976

PAY TO THE ORDER OF *Colonial Enterprises, Inc.*

Four Hundred Eighty-eight and 00/100

1100

DOLLARS

Nashville City Bank
 AND TRUST CO. NASHVILLE TENN.

FOR *Airplane Lease 7-31-76*

1054000051 53 9548787A

00105173

COLEMILL ENTERPRISES, INC.

P.O. BOX 67827

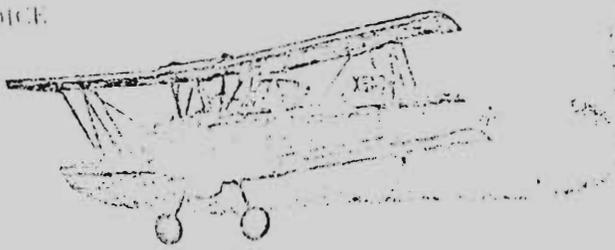
615 262 0156

NASHVILLE, TENN. 37206

Sarsor for Senate
 23rd floor Life Bldg
 Nashville, Tenn. 37211

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
8/1/76	Charter on 5/28/76 ✓ 300.00 ck# 216 6/25/76 ✓ 350.00 ck# 352 7/30/76 ✓ 800.00 ck# 863			\$1,990.00
			1,990.00	--0--
	ACCOUNT PAID IN FULL			

INVOICE



Telephone 865-1377

Aviation Group
Associates, Inc.

P. O. Box 191
MADISON, TENNESSEE 37117

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11-27

11-17-76 - 8/19/76 9 AM

RENT-A-WAY VAN LEASE

Melrose Camping Center
1508 Murfreesboro Rd.
Nashville, Tennessee 37217
615-222-1132 361 6660

Rental Agreement

855 (SASSER 1 - 2nd Ave. Commerce)

DATE 7-8-76 DATE 7-8-76
 ADDRESS 1412 12002 3rd St. Nashville, Tenn. 37055 CITY Nashville STATE TENN. ZIP 37055
 PHONE 256-7736 DRIVER'S LICENSE NUMBER TENN. DL 1452529 AGE 44
 EXPIRES 5-22-77 ADDRESS 1412 12002 3rd St. Nashville, Tenn. 37055
 BUSINESS HARSHMAN SURVIVAL PHONE M/C/C
 SERIAL NUMBER 6610 LICENSE NUMBER DL-0818 COLOR Blue

PERIOD OF RENTAL <u>8/9/76</u>	ESTIMATED MILEAGE <u>5000</u>	MAXIMUM NO. OF OCCUPANTS <u>8</u>
TIME CHARGES	MILEAGE CHARGE	GAS INCLUDED (CHECK ONE) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
HOURS <u>8:15</u>	MILEAGE IN	TIME IN
DAYS <u>8/9</u>	MILEAGE OUT <u>499</u>	DATE IN
WEEKS <u>0</u>	TOTAL MILES <u>499</u>	DATE OUT <u>7/9/76</u>
OVER-TIME <u>0</u>	TOTAL MILES <u>499</u>	PER MILE <u>10</u>
TOTAL TIME CHARGE <u>815.00</u>		<u>429.30</u>
		<u>845.00</u>

LESSOR PROVIDES THE FOLLOWING INSURANCE COVERAGE:
 BODILY INJURY/PROPERTY DAMAGE LIABILITY \$100/300/50,000
 PHYSICAL DAMAGE WITH \$750 DEDUCTIBLE COLLISION

LEASER IS FULLY LIABLE FOR ALL OVERHEAD ROOF AND EQUIPMENT DAMAGE.

COLLISION DEDUCTIBLE WAIVER:
 BY INITIATING, LESSEE AGREES TO PAY LESSOR \$ PER DAY OR FRACTION THEREOF DURING THE PERIOD OF THIS AGREEMENT AND LESSOR AGREES TO BE RESPONSIBLE FOR ALL LOSS OF OR DAMAGE TO THE LEASED VEHICLE WHEN USED IN ACCORDANCE WITH THE PROVISIONS OF THIS RENTAL AGREEMENT.

INITIAL HERE

DATE	DEPOSITS RECEIVED	AMOUNT
<u>7-8-76</u>	<u>100.00</u>	<u>100.00</u>
<u>7-9-76</u>	<u>75.00</u>	<u>75.00</u>

CLEAN UP CHARGE	<u>25.00</u>
REMOVE TAGS	<u>86.00</u>
SUBTOTAL	<u>111.00</u>
SUB TOTAL	<u>1385.30</u>
REG. & TAXES	<u>7.50</u>
SALES TAX <u>4.5%</u>	<u>62.34</u>
GROSS CHARGES	<u>1455.14</u>
GAS	<u>21.56</u>
AUTHORIZED REPAIRS	
TOTAL DEDUCTIONS	
NET CHARGES	<u>1476.70</u>
LESS DEPOSITS	<u>975.00</u>
AMOUNT DUE NOW	<u>501.70</u>
REFUNDS	

In consideration of the mutual covenants contained herein on the face and reverse side hereof, Lessor leases the above described vehicle and the accessory equipment to Lessee subject to such covenants. Lessee acknowledges the reading of this lease and the receipt of a copy thereof.

Melrose Camping Center, Inc. Lessor
 BY [Signature]
 LESSEE
 BY [Signature]

Rental Agreement

VEHICLE RENTAL AGREEMENT

This lease of a vehicle is subject to the following provisions:

1. Lessee guarantees, warrants and represents that he is of lawful age and that he has in his possession his license to drive a motor vehicle issued within the United States or its territories, and that said license has not expired, been revoked or been suspended.
2. The vehicle of this lease is and remains the property of the Lessor. If Lessee fails to return the vehicle on the due date, such failure may constitute larceny for which the lessee would be subject to penalties at law.
3. Lessee agrees that the vehicle of this lease will not be driven by any person except those persons signing this lease, and that the vehicle will not be driven in a reckless, careless, or otherwise negligent manner. It is further agreed that this vehicle will not be driven under the influence of drugs, narcotics, or liquor, and that the vehicle will not be used for any unlawful purpose.
4. The vehicle and accessory equipment of this lease have been carefully examined by Lessee, and he finds them to be in satisfactory condition for the intended use thereof. Lessee will examine the vehicle and accessory equipment at regular intervals during the period of this lease and will maintain them in a safe condition. If any defect of any kind is discovered by Lessee during the period of this lease, he will contact Lessor for instructions as to the further use of the vehicle and equipment. Any further use thereof contrary to the instructions of Lessor will be at Lessee's own risk and Lessee will be responsible for all injury and damages which may result therefrom.
5. Lessee will be responsible for all damages to the vehicle or accessory equipment of this lease resulting from any accidents of any kind. Upon the payment of the sum stated herein Lessor releases Lessee from damage by accident to the vehicle or accessory equipment of this lease while it is used in conformance with the provisions herein.
6. In the event of an accident, Lessee will immediately contact Lessor by telephone at the place where the vehicle was located and report in detail the details of such accident. Lessee agrees to cooperate fully with Lessor and Lessor's insurer in all aspects of the defense of any claim resulting from such accident, and will deliver to the Lessor every document of any kind which is possessed by Lessee in connection with any claim pertaining to such accident. Lessee will not assist in the assertion of any such claim, and failure of the Lessee to provide the aforesaid cooperation with Lessor will result in the forfeiture of the liability insurance coverage set forth herein.
7. Lessor indemnifies and holds Lessee harmless against any and all claims of any kind whatsoever, including without limitation personal injury or death of persons, or property damage, resulting from Lessee's use or possession of the vehicle or accessory equipment of this lease. Lessor agrees to provide standard automobile liability insurance with limits of liability of \$100,000 for bodily injury required, subject to a limit of \$50,000 for all injuries resulting from one accident and a limit of \$50,000 for damages to property. Such insurance shall protect Lessor and Lessee and shall be primary insurance.
8. The vehicle and accessory equipment of this lease will be returned to Lessor at the place where possession was granted in the same condition as delivered to Lessee. The leased equipment must be returned by 6:00 P.M. on the return date unless stipulated otherwise on the face of this lease. Determined penalties will be charged against equipment returned late, and no refund or credit will be granted Lessee upon leased equipment which is returned early.
9. A charge of Twenty-Five Dollars (\$25.00) will be made for cleaning the leased equipment upon its return by Lessee. Lessor will retain the cash bond deposit made by Lessee as partial compensation for any damage to the vehicle or accessory equipment of this lease or for in any way failing to return the equipment of this lease in the same condition as when possession was granted.
10. The odometer on the vehicle of this lease shall determine the number of miles over which the vehicle has been operated during the period of this lease.
11. The vehicle of this lease will not be occupied by a greater number than set forth on the face of this lease.
12. In the event that the vehicle or accessory equipment of this lease is stolen while in the possession of Lessee, Lessee will immediately notify both the Lessor and the local police. The burden of establishing the loss of the leased equipment by theft is that of the Lessee.
13. Lessee is not the representative, agent or employee of Lessor in any sense.
14. Lessee agrees to return the keys to all equipment leased hereunder to Lessor.
15. This lease of the vehicle and accessory equipment hereunder, if reserved, is entirely contingent upon the return of such leased equipment by a previous Lessee, and is further contingent upon the return of such leased equipment by the previous Lessee in suitable condition for deliverance to Lessee.
16. It is stipulated and acknowledged that Lessee has received complete instructions on the function, use and operation of the vehicle of this lease and all accessory equipment, and Lessee acknowledges his understanding of such function, use and operation of the leased equipment.
17. It is stipulated and agreed that this lease will be construed in accordance with the laws of the state in which Lessor resides.
18. If litigation is commenced by Lessor against Lessee in conjunction with this lease, including without limitation, to recover possession of the leased equipment or to enforce any of the provisions hereof, Lessee will pay Lessor's cost and attorneys' fees for the defense of Lessor from any and all costs, attorneys' fees, or liability of any nature in connection with enforcing any of the provisions of this lease by Lessor.
19. Lessor may repossess the vehicle or accessory equipment of this lease at any time to protect Lessor's rights under this agreement. Lessor may enter the premises of Lessee for purposes of such repossession and Lessee releases Lessor from any right of action by reason of such action by Lessor.
20. The entire agreement between the parties is set forth in this written agreement, and it is mutually agreed that no other stipulations, agreements, representations, or the like, either verbal or written, exists between the parties.

FOR September 1, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
9/1	Dr. J. Kelley Avery 918 Bradford Avenue, Union City, TN. 38261	150.00
	John W. Drerup 1015 Woodlawn, Union City 38261	25.00
	Wesley Hampton Crockett Hill Blvd., Brentwood 37027	100.00 (cash)
	Carol Hampton Crockett Hill Blvd., Brentwood 37027	100.00 (cash)
	Sam J. ... 515 ... Union City 38261	125.00

TOTAL \$ 500.00
DATE OF DEPOSIT 9/2/76

MEMBERSHIP DEPARTMENT

FOR August 31, 1976

<u>Paid Book</u>	<u>Name and address</u>	<u>Amount</u>
S/W	Larry Alexander Strawberry Lane, Martin 38237	25.00
	Bob Anderson Route 4, McMinnville 37110	100.00 (cash)
	C. A. Conway P.O. Box 654, Cookeville 38501	50.00
	W. Lee Davis 1417 Woodland Blvd., Walland 38394	25.00
	T. W. Fisher 638 Woodwood Circle, Dresden 38225	20.00
	Alton Green Route 10, McMinnville 37110	50.00 (cash)
	Barry, H. H., Jr. 1124 Barnhart, Jackson 38301	25.00
	Mason Kemp Primitive Baptist Road, Pulmanville 38241	12.00
	Richard Nelson P.O. Box 107, Martin 38237	50.00
	Jim Pace, Jr. Route 3 - Thorn Oak Drive, Martin 38237	50.00
	Bill Priddy 246 Jordan, Dresden 38225	50.00
	H. Nestor Stewart 212 Applegate St., McMinnville 37110	25.00
	Charles D. Strano, Jr. 7131 Merrick Drive, Knoxville 37919	165.42
	Mrs. George C. Thomas P.O. Box 293, Dresden 38225	100.00
	B. F. Webb, Jr. 493 E. Main, Dresden 38225	25.00
	Gary E. Weldon Route 3, Weldon Drive, Martin 38237	50.00
	E. H. Weller S. Parkway, Dresden 38225	50.00
	Shirley Weller S. Parkway, Dresden 38225	50.00
	Milo D. Wilson 98 Orchard Road, Norris 37858	25.00

TOTAL \$ 1407.42
DATE OF DEPOSIT 8/21/76

CONTRIBUTORS REPORT

FOR August 26, 1975

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
8/26	Dan Scott 109 Clarendon, Nashville 37215	100.00 (cash)
	Mrs. Dan Scott 109 Clarendon, Nashville 37215	100.00 (cash)
	Frank A. Woods 3798 Abbott Martin Road, Nashville 37215	1000.00
	Jayne Ann Woods 3798 Abbott Martin Road, Nashville 37215	100.00

TOTAL \$ 1300.00

DATE OF DEPOSIT 8/27/75

FOR APRIL 23, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
8/23	Robert W. Peelle 139 Oklahoma Avenue, Oak Ridge 37830	50.00
	Joe Sir 308 4th Avenue, Fayetteville 37334	100.00
	Mitchell Thorp 1312 Iris Avenue, Johnson City 37601	300.00
	Billy W. Menden Route 1, Adamsville 38110	25.00

TOTAL \$ 475.00

DATE OF DEPOSIT 8/23/76

7 9 9 1 1 1 1 2 3
DAILY CONTRIBUTORS REPORT

FOR August 20, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
8/20	Bill Daniel Fayetteville Highway, Shelbyville 37160	25.00
	G. S. Gordon Rabbit Creek Road, Shelbyville 37160	25.00
	Mr. and Mrs. F. E. Grove 2122 Highland, Mount Vernon 40130	100.00
	Bradford Miller 1711 Rivers Edge Drive, Warfieldboro 37120	300.00
	Doyle E. Young Route 1, Guthrie, Kentucky 42234	25.00
	Richard Parham Route 1, Guthrie, Kentucky 42234	25.00
	Transport Workers Union Political Contributions Committee 1990 Broadway, New York, New York 10023	300.00

TOTAL \$ 800.00
DATE OF DEPOSIT 8/23/76

FOR August 19, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
8/18	David F. Clark 727 Greeley Drive, Nashville 37205	100.00
	Glenn Eubanks P.O. Box 2568, Nashville 37219	200.00
	Phillip G. Vellie P.O. Box 278, London 28320	102.10
	Gilbert S. Morris 23rd Floor, L. A. C Tower, Nashville 37219	1000.00
	Donald R. Pace 4416 Forsythe Place, Nashville 37205	200.00
	Robert P. Thomas 21st Floor, First American Center, Nashville 37233	250.00

TOTAL \$ 1352.10 ✓
DATE OF DEPOSIT 8/19/76

DAILY CONTRIBUTORS REPORT

FOR August 13, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
8/13	Thomas H. Booth 2228 Millington, #5, Memphis 38127	20.00 (cash)
	Charles G. Burr, III 76 W. Court Ave, Memphis 38101	25.00
	Mrs. Katherine Crawford 2913 Highway Ave, Chattanooga 37416	10.00 (cash)
	Mr. and Mrs. Allen B. Eldridge Route 2, Northview Drive, Lenoir City 37771	100.00
	Birney Correll Route 1, Brownsville 38012	25.00
	G. W. Grider 100 N. Main Bldg, Suite 2010, Memphis 38103	25.00
	G. F. Helm Route 1, London 37774	25.00
	Francis N. Jernigan Route 4, Brownsville 38012	10.00
	James Walter Kelley R.R. 2, Box 74, Cottontown 37048	2.00
	Lynn Kerr 924 Meadow, Brownsville 38012	25.00
	Hugh W. Morgan 7723 Berkshire Blvd, Powell 37849	100.00
	Thomas Nathan 265 Court Ave., Memphis 38103	100.00
	Raymond Newberry Kingston Street, Lenoir City 37771	50.00
	Patricia Ann Prie Box 171, Jacksboro 37757	5.00
	Ruby Jane Prie Box 171, Jacksboro 37757	5.00
	Mrs. J. E. Smith Route 5, Brownsville 38012	10.00
	Jackie Spears Route 1, Ford Road, Lenoir City 37771	10.00
	Active Ballot Club (RCA - ABC) 1775 K Street, N.W., Washington, D. C. 20006	5000.00

TOTAL \$ 5547.00DATE OF DEPOSIT 8/16/76

FOR August 11 and August 12, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
8/11	John J. Cooney, Jr. Rachel's Lane, Hermitage 37076	100.00
	H. Leon Perry Route 2, Ashland City 37015	10.00
	Noel H. Riley, II 710 Wendell Lane, Hermitage 37076	50.00
	O. C. Scarborough 2903 White Oak Drive, Paris 38242	50.00
8/12	Coy Baggett, Sr. 226 Traborn Lane, Clarksville 37040	25.00 (cash)
	The Hon. William O. Beach P.O. Box 811, Clarksville 37040	50.00
	Sam E. Booz P.O. Box 792, Clarksville 37040	25.00
	Glen Gravelle Clarksville 37040	10.00 (cash)
	James M. Hayes, Jr. P.O. Box 121, Clarksville 37040	25.00
	Dempsey Marks Gholson Road, Fredonia 37040	25.00
	J. Z. Miller Clenwood, Clarksville 37040	25.00
	Mr. and Mrs. Sam Moore Route 6, Mt. Juliet 37122	100.00
	Alex H. Moran 420 Welchwood Drive, Nashville 37211	100.00 (cash)
	Arch Northington 214 Postern Bluff Road, Clarksville 37040	25.00 (cash)
	Elizabeth Poppelbaum Box 78, Route 2, Rutledge 37861	100.00
	E. C. Simpson P.O. Box 552, Clarksville 37040	25.00
	John H. Tignor Henderson 37340	25.00
	Mrs. Lou Tignor Henderson 37340	25.00
	W. V. Goo 5008 E. Jefferson, Detroit, Mich. 48214	500.00

TOTAL \$ 1295.00
DATE OF DEPOSIT 8/13/76

3 9 7 7 8 1 2 2

DAILY CONTRIBUTION REPORT

For August 10, 1976

<u>Date Paid</u>	<u>Name and address</u>	<u>Amount</u>
8/10	Sharon C. Bland 4406 Pulviler Road, Memphis 38122	25.00
	Terrance D. Callahan 7768 Crenley Road, Powell 37860	12.50
	W. Ray Campbell 170. 1st St., Memphis 38220	25.00
	Josephine V. Floyd Trenton, Tenn	25.00
	Mr. Hazel Graham 1318 Moody Avenue, S.E., Knoxville 37920	12.50
	Arville Grant 801 Constitution Road, Knoxville 37919	12.50
	Mr. and Mrs. V. G. Gratton 801 Gate Lane, Knoxville 37919	25.00
	L. Quincy Jackson 801 33rd Avenue, N., Nashville 37209	50.00
	Charles D. Lockett 929 Keowee Ave, S.W., Knoxville 37919	500.00
	Richard Pittman P.O. Box 831, Knoxville 37901	25.00
	Robertta Newman 202 Lenoxview Rd, N.W., Knoxville 37919	12.50
	Bill W. Petty 5613 Westland Dr, Knoxville 37919	50.00
	Eugene M. Pickel P.O. Box 592, Kewanee 37763	25.00
	Waver James M. Rogers 101 South Church St., Waverly 37185	30.00
	Charles J. Tollington Route 1, Millington 38076	37.03

TOTAL \$ 867.03

DATE OF DEPOSIT 8/11/76

DAILY CONTRIBUTION LIST

FOR August 7 and August 9, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
8/7	J. V. Doglin 3552 Macon Road, Memphis 38122	5.00
	Sam A. Kinder Route 1, Beckford 37352	10.00
	Jimmy Rowsey Dixie Avenue, Colmer 38375	50.00
	Lee Roy Toucherland 1521 N. W. Hwy, Kingsport 37660	10.00 (cash)
8/9	James L. Bailey 450 North Hill, Charlotteville 37072	100.00
	Jack A. Brooks Route 1, West Hills, Rogersville 37857	25.00
	James Brown Hammerdown Rd, Hobowald 38462	50.00 (cash)
	Patricia A. Chambers 8018 Stallion Court, Nashville 37221	10.00
	Dr. Ann Christie 4312 Briarwood Drive, Nashville 37215	25.00
	James M. Hunter 182 West Franklin Street, Gallatin 37066	25.00
	Verlie W. Jesnick 116 3rd St., Beale 38314	10.00
	Charlen M. Kreis Lansing 37770	10.00
	Joseph M. McIntosh 3479 Cowan Drive, Memphis 38127	50.00
	Wm. D. Mitchell 104 South Main St., Sparta 38583	50.00
	Harris Reynolds St. Clair Rd, Rogersville 37857	20.00
	Joe Riley 308 West Hills, Rogersville 37857	5.00

TOTAL \$ 455.00

DATE OF DEPOSIT 8/10/76

(4 9 7 7 1 5 4 9 4)

DAILY CONTRIBUTORS REPORT

FOR August 5 and August 6, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
8/5	C. V. Baker Route 1, Butler 37640	25.00
	Beatrice C. Boettiger 5 Danham Pond Road East, Storrs, Conn. 06268	250.00
	Ilex Carter P.O. Box 772, New Bedford 01900	75.00
	Dr. C. F. Farmer 1000 McArthur Street, Manchester 37355	25.00
	Estelle B. Hawkins P.O. Box 183, West Memphis, Arkansas 72301	5.00
	Edward H. Jarrel Route 3, Box 162-K, Cookeville 38501	20.00
	B. H. Nelson Route 5, Crockett, Mountain City 37683	25.00
	Gen. Reaper Motlow P.O. Box 202, Lynchburg 37352	100.00
	J. B. Moore Route 5, Box 48, Mountain City 37683	50.00
	Mrs. Carol Miller 3509-A Collier Avenue, Knoxville 37216	75.00
	Mrs. Leekin Ritter 531 - 12th Street, Bowling Green, KY. 42101	50.00
	Frank Seal 300 United Bank Bldg., Chattanooga 37402	200.00
	Mrs. Frances Stubblefield Route 2, Petersburg 37144	95.00 (cash)
	Douglas R. Tate Hillwood Drive, White House 37188	100.00
	Orville D. Taylor Route 1, Box 105, Benton 37307	30.00
	J. C. Thompson 658 Timber Lane, Nashville 37215	100.00
	Galen Turner Maury City 39050	100.00 (cash)
	Eugene W. Ward Cordell Hall Bldg., Nashville 37219	25.00
	Mrs. Susan W. Weyerhaeuser 835 Park Avenue, New York, N.Y. 10021	500.00
	Roscoe Williams 1109 - 8th Avenue, South, Nashville 37203	99.00
8/6	Dr. William B. Acree Ridgely 38080	100.00
	G. Y. Bennette Courthouse, Hohenwald 38462	10.00 (cash)

TOTAL \$ _____
DATE OF DEPOSIT _____

DAILY CONTRIBUTIONS

FOR AUGUST 5 & AUGUST 6, 1976 (cont)

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
8/6	Irvin Bogatin 11th Floor - Union Planters Bank Bldg, Memphis 38103	10.00
	John B. Chisolt Box 154, Brighton 38017	25.00
	T. Grant Douglas 4950 Linden Drive, Nashville 37211	50.00
	Don Swartz, Jr. Lexington 38351	25.00
	Concerned Democrats of Oak Ridge Oak Ridge 37834	30.00
	Jerry K. Crowell Rock House Road, Hobenzwald 38462	25.00
	Mrs. Kathleen M. Cummins 1410 N. Tennessee Boulevard, Murfreesboro 37130	10.00
	Alton R. Davis P.O. Drawer G., Estill Springs 37330	1000.00
	J. W. Evertsich 102 Mohawk Road, Oak Ridge 37830	5.00
	Harmond Fowler P.O. Box 167, Rockwood 37954	100.00
	John T. Galvin 4741 Trousdale Drive, Nashville 37220	100.00
	E. Bishop Harp 4741 Woodlawn Drive, Nashville 37205	100.00
	Albert J. Hitting 5720 Scenic Ridge Road, Knoxville 37912	10.00
	Foyd Humphreys Courthouse, Hobenzwald 38462	25.00
	Martha J. Kettle 24 Brookside Drive, Oak Ridge 37830	5.00
	Everett King Route 1, Box 11, Jellico 37762	10.00
	Catherine M. Plasis 107 Newcrest Lane, Oak Ridge 37830	10.00
	G. T. Scott 4950 Linden Drive, Nashville 37211	50.00
	Paul L. Spears Box 2236, Hobenzwald 38462	25.00
	Marjorie L. Swenson 100 Ontario Lane, Oak Ridge 37830	5.00
	H. M. Turley, Jr. 99 N. Main, No. 1511, Memphis 38103	25.00
	Kelley Wagner 200 E. 23rd St., Chattanooga 37410	100.00 (cash)

TOTAL \$ _____

DATE OF DEPOSIT _____

FOR August 5 & August 6, 1976 (cont)

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
8/6	Browler Callahan Williams P.O. Box 266, Harriman 37748	25.00

TOTAL \$ 3,800.00
DATE OF DEPOSIT 8/6/76

MEMBER CONTRIBUTORS REPORT

FOR October 14, 1976

<u>Date Paid</u>	<u>Name and address</u>	<u>Amount</u>
10/14	W.R. Bradtke 1515 Jones Boulevard, Murfreesboro 37130	30.00
	Dollie Cardwell P.O. Box 8, Rock Island, Tenn. 38581	50.00
	Steve Cates Hidden Acres Apt., Murfreesboro 37130	25.00
	Jean Coleman 915 Grand St E Memphis, Murfreesboro 37130	100.00
	Dr. & Mrs. Billie Tucker, Jr. 2223 N. Main, Murfreesboro 37130	10.00

Primary

TOTAL \$ 215.00
DATE OF DEPOSIT 10/15/76

MEMBER CONTRIBUTORS REPORTFOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76	Bill Abbay Route 2, Fayetteville 37334	\$ 10.00
	Paul Ackerman 4131 Lealand Lane, Nashville 37204	200.00
	John Acuff Jasper Plaza, Jasper 37367	600.00
	George A. Adams, Jr. P. O. Box 677, Knoxville 37914	1,000.00
	James H. Alexander 714 Stonewall St., McKenzie 38201	50.00
	Jim Alexander 402 Capitol Towers, Nashville 37219	50.00
	Charles L. Allen Tiptonville 38079	25.00
	Charles W. Allison 613 Rochelle Drive, Nashville 37220	100.00
	A. J. Anderson Pikeville 37367	60.00
	Elbert L. Anderson Route 1, Ardmore 38449	100.00
	Mrs. Robert C. Anderson 1149 Mayflower Rd., Kingston 37763	5.00
	Mr. & Mrs. William R. Anglen 2501 Airport Drive, Nashville 37206	600.00
	James Z. Angel Pikeville 37367	20.00 (Cash)
	Roger J. Angel Route 4, Box 400, Pikeville 37367	75.00
	John E. Appaman Jamestown 38556	100.00
	Ron Bailey Route 1, Winchester 37398	150.00
	John W. Barnes, Jr. 1922 Woodmont Blvd., Nashville 37215	100.00
	Terry Baskin 204 Montchanin Terrace, Old Hickory 37138	25.00
	Horace Bass 1301 Cheyenne Blvd., Nashville 37115	500.00
	Jerald L. Bass Elkton Highway, Pulaski 38478	10.00
	Larry Bates P. O. Box 114, Martin 38237	100.00

TOTAL

\$

3,280.00

DATE OF DEPOSIT

Primary

(ALLEN CONTRIBUTORS REPORT)

FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	Roy F. McCoy 1422 Walton Road, Memphis 38117	\$ 25.00
	William H. Bates 2381 Howard, Germantown 38129	20.00
	Robert T. Batoy Route 1, Box 25 Laverge Rd., Nolensville 37135	100.00
	Ray W. Bacon P. O. Box 1071, Nashville 37202	200.00
	Thomas W. Beasley 1406 Lebanon Road, Nashville 37210	100.00
	Beecher Bell Route 4, Box 79, Kingston 37763	25.00
	Joe W. Bell Philadelphia Rd., Lebanon 37087	100.00
	William D. Bell, Sr. 668 Hollywood Drive, Jackson 38301	20.00
	C. S. Bennett, Jr. 392 Hillcrest Drive, Huntingdon 38344	75.00
	Thomas D. Benson 2614 Woodlawn, Nashville 37215	600.00
	Roy F. Boss, Jr. 733 W. Maple Drive, Nashville 37205	100.00
	Lewis N. Billingsley Pikeville 37367	20.00 (Cash)
	Vestal Billingsley 315 Laurel Avenue, Cookeville 38501	25.00
	Isaac Bishop Pikeville 37367	20.00 (Cash)
	Harold Bivens 1178 Marcia Road, Memphis 38117	25.00 (Cash)
	Ernest C. Blankenship Beech Grove Farm, Route 2, Buckner Lane- Thompson Station 37179	25.00
	George E. Blanton 20 Eagle Cove, Jackson 38301	25.00
	Carl E. Boldsoe Riceville 37370	100.00
	Ronald L. Boldsoe 34 Music Square, E., Nashville 37203	100.00
	David Bohan 505 Fesslers Lane, Nashville 37210	100.00
	Jim H. Bohannon 705 E. Hudgens, Cookeville 38501	25.00

1,230.00

TOTAL \$ _____

DATE OF DEPOSIT _____

(ILLY CONTRIBUTORS REPORT)
 FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	Harry Bolin P. O. Box 7337 S. Station, Nashville 37210	\$ 100.00
	James L. Bomar, III P. O. Box 553, Shelbyville 37160	25.00
	William A. Booker 111 South Bellevue Drive, Nashville 37205	100.00
	June J. Borling 511 W. Cumberland Street, Kingston 37763	53.00
	Grady W. Bowen 5827 B. Tapscott Drive, Nixon 37343	100.00
	H. M. Bowling Rockvale 37153	75.00
	William F. Breeding Route 2, Old Valley Road, Maynardville 37807	25.00
	Mrs. J. E. Roadwell 1145 Mayflower Road, Kingston 37763	5.00
	W. D. Broemel 224 Deer Park Drive, Nashville 37205	100.00
	Roger C. Brown 8457 Highway 100, Nashville 37221	100.00
	Patsy Bruce 1006 - 17th Avenue S., Nashville 37212	100.00
	Robert B. Bryan 1333 Harle Avenue, N. W., Cleveland 37311	10.00
	Lt. Col. Welch C. Bryant 754 West Meade Drive, Nashville 37205	100.00
	W. H. Buffington Route 1, Box 141, Kingston 37763	50.00
	C. Bullington, Jr. Route 2, Box 377, Milan 38358	100.00
	Billy Bunch 541 Bays View Road, Kingsport 37660	100.00 (Cash)
	Charles S. Burgess Gainesboro 38562	100.00
	Bill Butler Milton 37118	20.00 (Cash)
	Mike Callaway P. O. Box 1169, Cleveland 37311	100.00
	William Callis 2114 Campbell Road, Humboldt 38343	10.00 (Cash)
	Robert Lewis Cannon 3809 Baxter Avenue, Nashville 37216	100.00
		1473.00
	TOTAL	\$ _____
	DATE OF DEPOSIT	_____

(ALL CONTRIBUTORS REPORT)

FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	Maurine W. Capek 112 Paint Rock Road, Kingston 37763	\$ 20.00
	Joe C. Carr 3508 Hampton Avenue, Nashville 37215	100.00
	Mrs James S. Carroll Route 5, Franklin 37067	250.00
	Harold E. Carter Route 9, Box 500, Jonesboro 37659	25.00
	Roy B. Chelmer 5004 Darby Drive, Nashville 37211	100.00
	Earl P. Cheek Route 5, Columbia 38401	200.00
	Wallace L. Clark 6502 Highway 100, Nashville 37205	100.00
	Joyce G. Clarkson 3701 Juandale Trail, Chattanooga 37406	25.00
	John W. Clay 4422 Harding Place, Nashville 37205	250.00
	Edward Clement 25 Primrose Avenue, Jackson 38301	10.00 (Cash)
	Stephen Cobb 1020 Castleman Drive, Nashville 37215	100.00
	Joe N. Cooke Somerville 38068	100.00
	Julian Cole 3604 Woodmont Blvd., Nashville 37215	100.00
	Johnny F. Coleman 411 Hillcrest Drive, Livingston 38570	100.00
	George W. Collier Pikeville 37367	20.00 (Cash)
	Clyde A. Collins 2425 Guthrie Avenue, Cleveland 37311	25.00
	Otto Coober 3408 Angela Lane, Chattanooga 37419	25.00 (Cash)
	Herb Cordell Pikeville 37367	20.00 (Cash)
	Bill Cornelison 704 Sudokun Building, Nashville 37219	100.00 (Cash)
	Lanarr Cowell 5135 Analle Drive, Nashville 37211	100.00 (Cash)
	Everett W. Cox P. O. Box 735, Harriman 37749	50.00

TOTAL

\$

1,700.00

DATE OF DEPOSIT

BY INTERIMBERS RECORDFOI October 7, 1976

<u>Date Rec'd</u>	<u>Name and Address</u>	<u>Amount</u>
10/7/76 (Continued)	J. P. Cox Route 2, Pikeville 37367	\$ 20.00
	Carl S. Cooke P. O. Box 218, Cleveland 37311	100.00
	David R. Crabtree P. O. Box 21435, Nashville 37202	100.00
	Dennis M. Crews 5022 Linbar Drive, Nashville 37211	100.00
	James F. Crowley Fayetteville 37234	25.00
	Jack Crockett 1034 Jasperson Drive, Madison 37115	20.00 (Cash)
	Ben M. Cox, Jr. 2415 N. Ocoee Street, Cleveland 37311	100.00
	W. E. Crunk P. O. Box 118, College Grove 37046	75.00
	Frank J. Curtis 430 Charles Drive, Madison 37115	100.00
	Rhea Dalton Willard Road, Hartsville 37074	1,000.00
	Richard N. Dawson 102 Paradise Drive, Hendersonville 37075	200.00
	Mrs. Edgar Davis	1,000.00
	William E. Davis 565 CastleGate Drive, Nashville 37217	50.00
	John Denning 2143 June Drive, Nashville 37214	100.00
	Mrs. Clarence C. Derryberry 125 - 39th Avenue, North, Nashville 37209	10.00
	Jack W. Derryberry, Jr. 1138 Battery Lane, Nashville 37220	100.00
	William Mark Dixon Ocoee 37361	5.00
	James Dodson 106 Chapman Drive, Lebanon 37087	95.00 (\$20.00 Cash)
	Robert A. Dodson Pikeville 37367	10.00 (Cash)
	David D. Dorch 5746 Hillsboro Road, Nashville 37215	200.00
	Will D. Drew, Jr. 2844 Desplane Drive, Nashville 37217	100.00

1,710.00

TOTAL \$ _____

DATE OF DEPOSIT _____

ALL CONTRIBUTORS REPORT

For October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	Mike DuBois, Jr 1500 Woodmont Blvd., Nashville 37215	\$ 75.00
	P. E. Duffee 2754 Woodland Hills Cove, Memphis 38127	25.00
	Bennie M. Duke Box B, Charlotte 37029	100.00
	J. V. Dunlap 3700 East Nashville Drive, Nashville 37207	100.00
	Robert L. Durham 5124 Eubank Drive, Nashville 37211	25.00
	Tom Durbko Pikeville 37367	20.00 (Cash)
	Vernon P. Edison 3873 St. Elmo, Memphis 38128	20.00
	John B. Edwards 422 Carbons Drive, Knoxville 37919	100.00
	Mrs. Barbara C. Ervin R.R. 1, McDonald 37353	325.00
	K. M. Finley St. 1, Readyville 37149	100.00
	James Farrar 500 Fifth Avenue, N., Nashville 37219	100.00 (Cash)
	Robert H. Fields 302 E. College Street, Rogersville 37857	100.00
	James Flippen P. O. Box 23249, Nashville 37202	100.00
	Charles Fly, Sr. 22 Windsor Drive, Jackson 38301	25.00 (Cash)
	Robert W. Fortner 7015 Bonnalake Drive, Hermitage 37076	100.00
	Mrs. Dorothy L. Francis P. O. Box 9089, Knoxville 37920	25.00
	Milton Frederick 1214 Andrew Jackson Bldg., Nashville 37219	100.00
	Paul Freeman, Jr 75 Trimble Street, Nashville 37210	100.00
	Robert Frost 1414 Virginia Road, Bolivar 38902	75.00
	Roony Gaither 860 Murfreesboro, Nashville 37217	50.00

1005.00

TOTAL \$ _____
DATE OF DEPOSIT _____

MEMORIAL CONTRIBUTIONS REPORT

FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	Philip George c/o 22 Stanley Street, Nashville 37210	\$ 250.00
	Gordon R. Gillespie Nashville	25.00
	Robert C. Goodwin 4958 Edgewood Pike, Apt. 4-39, Nashville 37211	100.00
	R. C. Covin 5373 May Circle, Memphis 38117	35.00
	Warren T. Gray 4103 Eaton Road, Nashville 37215	200.00
	H. B. Griffin 3597 Given Drive, Memphis 38122	25.00 (Cash)
	Mrs. Nancy Guay 6602 Cochise Drive, Knoxville 37919	1,000.00
	Francis S. Guess 1714 Buchanan Court, Nashville 37208	25.00
	James A. Guest 156 Saxton Mist Drive, Nashville 37217	100.00 (Cash)
	B. B. Gullett P. O. Box 2757, Home Federal Bldg, Nashville 37219	100.00
	Patricia Haley 8163 West Street, Millington 38053	10.00
	R. E. Haley 1122 Lebanon Road, Nashville 37210	50.00
	Walter Hall, Jr. Box 624, Gatlinburg 37738	500.00
	James F. Hannah, Sr. 2421 Walnut Drive, Cleveland 37311	30.00
	Tony Hansberry 639 Hardins Place, Nashville 37211	100.00 (Cash)
	G. M. Happell 612 Eighth Avenue, South, Nashville 37203	100.00 (Cash)
	Perry R. Happell 18th Floor, Life & Casualty Tower, Nashville 37219	100.00 (Cash)
	M. Rebecca Hare Reclin Farm Keller Bend Road, Concord 37729	1,000.00

TOTAL \$ 7,750.00

DATE OF DEPOSIT

ALLY CONTRACTORS REPORT

FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	Fred Hewitt Harris 102 Stonehaven Drive, Jackson 38301	\$ 100.00
	Hervie Hartman Greenville 37743	100.00 (Cash)
	Eugene Hartsock 500-5th Avenue, North, Apt #116, Nashville 37219	200.00
	W. L. Harwell, Jr. 814 Rosedale Avenue, Kingston 37763	10.00
	Robert Harvey Clarksville 37040	100.00 (Cash)
	Benton Haston Dikeville 37367	20.00 (Cash)
	Robert Hutcherson Dikeville 37367	20.00 (Cash)
	Jimmy Lawson Dikeville 37367	20.00 (Cash)
	Landon Lawson Dikeville 37367	20.00 (Cash)
	Vallie D. Haynes 7521 Dawnhill Road, Memphis 38124	160.00
	Fred J. Hendrick 934 Duncinene Road, Signal Mountain 37377	100.00
	Mattie M. Hensley Rockwood 37854	10.00
	William Henry Springfield 37172	25.00
	Roy Higgins 1795 Church, S. E., Cleveland 37311	135.00
	William Hillard Route 4, Dyersburg 38024	25.00
	Bennie Hix Gainesboro 38562	100.00
	N. L. Hoffman 403 Shenandoah Drive, Brentwood 37027	100.00 (Cash)
	Cynthia A. Holcomb 6026 Sherwood Court, Nashville 37215	100.00
	Juanita K. Holley Route 2, Box 60, Ten Mile 37980	20.00
	Donald H. Holman N. E. Corner Public Square, Fayetteville 37334	10.00

Joseph Heiss, Jr.

10430 Wilson St., Daisy, TN 37406

100.00 (Cash)

1475.00

TOTAL

\$

DATE OF DEPOSIT

(AM) CONTRIBUTORS REPORT

FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	Frank L. Hood Jessilee Drive, Knoxville 37912	\$ 75.00
	Barbara Lane Houston	25.00
	George Hudspeth (Bill Hudson) 6605 Chatsworth Place, Nashville 37205	100.00
	Charles Humphrey Spring Creek 37378	25.00
	W. E. Hunt Route 2, West Road, Cleveland 37311	25.00
	Collier Hunter Route 6, Lewisburg 37091	25.00
	David G. Hunter Route 2, Fayetteville 37334	10.00
	W. R. Hutchens P. O. Box 1984, Knoxville 37901	50.00
	David J. Iccove Box 3796, U.T. Station, Knoxville 37916	50.00
	R. G. Ince Route 4, Edgewater Drive, Mt. Juliet 37122	200.00
	Dr. Sam Ingram 100 Cordell Hull Building, Nashville 37219	500.00
	David Jacob Route 1, Peck Island 38581	25.00
	Arthur P. Johnson 1772 Hollywood Drive, Jackson 38301	25.00
	Mack Johnson Crossville 38555	200.00
	Mrs. Mildred G. Johnson 721 Robert Burns Drive, Nashville 37217	100.00
	Billy Lee Jones 1814 Sherrill Blvd., Murfreesboro 37130	100.00
	Cornelius Jones 828 Young Lane, Nashville 37209	25.00
	Mary Ann Jones Ardmore Welcome Center, Pulaski 38478	50.00
	Dr. Harold W. Jordan 4204 Kings Court, Nashville 37218	100.00
	Chander K. Kanai 801 Inverness Avenue, Apt C-1, Nashville 37204	25.00

TOTAL

\$

1,735.00

DATE OF DEPOSIT

(ALLY CONTRIBUTIONS REPORT)

FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	Charles Kane, Jr. 413 West Tyme Drive, Nashville 37205	\$250.00
	R. K. Kelley 4000 Anderson Road, Townhouse 4, Nashville 37217	100.00
	Robert H. Kelly Route 3, Columbia 38401	25.00
	Jerry D. Kopp 360 Hawkins Lane, Huntingdon 38344	100.00
	Walter R. Korn 1040 Cooper Street, Kingsport 37665	25.00
	Evelyn Kindrick RFD 1, Box 432, Harriman 37748	100.00
	David King Asbury Acres, Maryville 37801	50.00
	Henry B. King Decaturville Highway, Parsons 38363	500.00
	Arlin E. Lamb 153 Gatone, Hendersonville 37075	100.50
	John D. Lambert Route 1, Westmoreland 37136	100.00
	Emory O. Lawson Pikeville 37367	20.00 (Cash)
	Ralph E. Lawson, Jr. P. O. Box 604, Gallinburg 37738	300.00
	A. M. Lashlee 2807 Hewinsway Drive, Nashville 37215	200.00
	L. G. Laycock, Jr. 639 N. Russell Rd., Jackson 38301	250.00
	Hargis Lee 519 Bismark Drive, Nashville 37210	100.00 (Cash)
	William W. Lee, Sr. 1209 San Davin Highway, Smyrna 37167	100.00 (Cash)
	Carol Ann Leslie Bluegrass Drive, P. O. Box 736, Hendersonville 37075	200.00
	Emily Lewis 805 Faubus, Tiptonville 38079	50.00
	Roger T. Lison 3197 Quadyana Drive, Nashville 37207	25.00
	Joseph Little P. O. Box 755, Cleveland 37311	100.00

TOTAL

\$

DATE OF DEPOSIT

2645.50

FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)		
	Roger D. London Pikeville 37367	\$ 20.00 (Cash)
	James H. Long, Jr. 5500 Sunset Drive, SE, Knoxville 37924	1,000.00
	Mrs James H. Long 5500 Sunset Drive, SE, Knoxville 37924	1,000.00
	John Long Route 2, Canton 38020	100.00 (Cash)
	Bobby B. Long Metro Manor Apt. 109, 599-5th Avenue, Nashville 37219	25.00
	Earl Lucas 1327 N. Moore Road, Chattanooga 37411	20.00 (Cash)
	Eddie Lunn 490 Craighood Street, Nashville 37204	100.00
	Charles R. Lynch 3501 Dayton Blvd, Apt. D-12, Chattanooga- 37415	100.00
	Joseph M. Lynch 512 Ashley Drive, Nashville 37211	250.00
	Tommy Lynch 805 Pickard Avenue, Cookeville 38501	100.00
	John Nagross Pikeville 37367	20.00 (Cash)
	Clarence Nason 1226 Huntsville Highway, Fayetteville 37334	100.00
	Carl Mathes Knoxville	100.00 (Cash)
	Bill Mathis Gainesboro 38562	100.00
	Charles S. Mayfield, Jr. 403 James Avenue, N.W., Cleveland 37311	200.00
	John D. McCord Route 2, Spring Hill 37174	25.00
	D. S. McCormac, Jr. 1809 Martin Street, Nashville 37203	100.00
	Dr. Wayne L. McCulley 1050 Ocoee Street, Cleveland 37311	25.00
	Michael S. McGuire 209 Whorley Drive, Nashville 37217	50.00
	W. J. McReynolds 95 - 25th Street, N.W., Cleveland 37311	25.00

3,480.00

TOTAL \$ _____
DATE OF DEPOSIT _____

(MIN. CONTRIBUTIONS REPORT)

FOR 9 October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	James E. Neams Pikeville 37167	\$ 20.00 (Cash)
	Victoria Neevusne 717 Cornell Road, Nashville 37220	10.00 (Cash)
	Mrs. E. J. Miller 114 Summit Avenue, Nashville 37205	200.00
	William R. Mills P. O. Box 7277, Nashville 37202	100.00
	Robert L. Minton 241 Broad Street, Bowling 37650	5.00
	Bob Mitchell P. O. Box 521, Crossville 38555	100.00 (Cash)
	Richard N. Mitchell Route 3, Livingston 38570	100.00
	Paul L. Moska P. O. Box 25, Fayetteville 37326	10.00
	Harry P. Montgomery 8000 Neville Lane, Knoxville 37919	100.00
	Mrs. Carl Moore Box 447, Selmer 38375	100.00
	Howard Moore Frontier Lane, Brentwood 37027	100.00 (Cash)
	William E. Moore 20 Sullivan Street, Cookeville 38501	100.00
	Herbert Murphy P. O. Box 639, Cookeville 38501	100.00
	James G. Neely Box 344, Huntingdon 38344	500.00
	Lawrence Newman 4331 Lundy Lane, Chattanooga 37412	100.00 (Cash)
	O. B. Nichols 304 Fairway Drive, Clarksville 37040	100.00
	Jack Norman, Jr. 213 - 3rd Avenue, N., Nashville 37201	100.00
	William L. Norman 4 Covington Lane, Clarksville 37040	25.00
	Will R. Oonio Route 7, Nurfreesboro 37310	49.90
	Harold G. Olliphant 803 Lynwood Blvd., Nashville 37205	100.00
	Barbara Olsen 6700 Cabot Drive, Apt. E-10, Nashville 37209	10.00 (Cash)

1,327.70

TOTAL \$ _____

DATE OF DEPOSIT _____

(ADULT CONTRIBUTORS REPORT)

FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	Sam Oll 1218 Kathy's Trail, Chattanooga 37419	\$ 25.00 (Cash)
	Wendell Pardue 2729 Clarksville Road, Nashville 37208	100.00 (Cash)
	Billy L. Parker 2713 Wollman Drive, Nashville 37214	100.00
	T. D. Parker 2019 Schmidt Road, East Ridge 37412	20.00 (Cash)
	P. L. Parsons P. O. Box 40503, Nashville 37204	100.00
	Cecil T. Patterson 2875 Lynchburg Drive, Nashville 37214	75.00
	James T. Patterson P. O. Box 66, Bellevue 37021	100.00
	Joe H. Patterson 1307 Overton Street, Old Hickory 37138	200.00
	Patrick D. Patton Pikeville 37367	20.00 (Cash)
	Richard Paul Chattanooga	100.00 (Cash)
	William J. Peeler 102 S. Court Square, Waverly 37185	200.00
	John Pendergrass Pikeville 37367	20.00 (Cash)
	D. G. Perry 3375 Overton Crossing #7, Memphis 38127	250.00
	Charles Petty 6041 Port Jamaica Drive, Hermitage 37076	20.00 (Cash)
	Perry L. Phipps 1025 Oaklawn Drive, Cookeville 38501	100.00
	Franklin B. Pierce Pulaski 38478	140.00
	Joel Plummer Cunningham 37052	500.00
	David Pollack 3814 Whitland Avenue, Nashville 37205	100.00
	John W. Ponder Route 2, Dendridge 37725	100.00
	Don E. Pope Pikeville 37367	20.00 (Cash)
	Thomas Powell London Avenue, Hixon 37343	20.00 (Cash)

TOTAL \$ 2,310.00

DATE OF DEPOSIT

() CONTRIBUTORS REPORT ()

FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	Richard L. Brendercoast 145 A York Road, Nolensville 37135	\$ 25.00
	Winston H. Prince, Jr. Brown Building, Broad Street, Cleveland 37311	25.00
	Willie T. Puckett, Jr. 235 Eisenhower Drive, Nashville 37211	100.00
	W. G. Quarles, Jr., Dr. Route 1, Box 18-A, Wilmington 37170	200.00
	Tommy Rankin Pikeville 37367	20.00 (Cash)
	Brownlee Peasap Belle-Aire at Reagan Drive, Catlinburg 37742	500.00
	Ernest B. Reece Pikeville 37367	25.00
	Mrs Shirley Reese	25.00
	J. V. Renfro P. O. Box 6278, Knoxville 37914	1,000.00
	Robert V. Renfro Route 1, Blaine 37709	1,000.00
	Evelyn Renfro Route 1, Blaine 37709	1,000.00
	Jewel W. Revels RRR, Box 446, Rockwood 37854	25.00
	John Sam Ridley 301 Mayfield Drive, Smyrna 37167	100.00
	Durrell Robert 450 Capri Drive, Nashville 37209	200.00
	Jessie W. Roberts Dickson 37055	100.00
	R. A. Roberts Route 5, Shelbyville 37160	250.00
	C. B. Rogers 644 Mormann Arms Road, Nashville 37207	20.00 (Cash)
	Gary Rogers P. O. Box 26, Clarkrange 38553	100.00
	Richard G. Rose 1509 Crawford Street, Maryville 37801	100.00
	Roger Ross Pikeville 37367	20.00 (Cash)
	Frank Rudy 2727 Pennington Bend Road, Nashville 37214	100.00

TOTAL

\$

4,716.00

DATE OF DEPOSIT

(BY CONTRIBUTORS REPORT)FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	Arnold J. Sain 1518 Heathcliff, Memphis 38134	\$ 20.00
	Thomas Sallee Route 5, Clarksville 37040	100.00
	Dr. Charles Sampson 128 Queens Lane, Nashville 37218	100.00
	Thomas W. Smaul 1417 Gale Lane, Nashville 37212	100.00
	Bobby G. Sanders Riverbend Road, Shelbyville 37160	250.00
	Jackson Dale Sanders P. O. Box 444, Nashville 37202	100.00
	Billy O. Sapp Pikeville 37367	10.00 (Cash)
	Bobby Sapp Pikeville 37367	20.00 (Cash)
	Henry Clay Sapp Route 3, Box 74, Pikeville 37367	22.00
	Houston Sapp Pikeville 37367	10.00 (Cash)
	Don Scharber Route 8, Box 427-A, Clarksville 37040	25.00
	Fred W. Schott, Jr. 2500 Hickory Drive, Springfield 37172	100.00
	Robert J. Stamon 3300 Hawthood Lane, Nashville 37207	100.00
	Henry A. Seever Route 1, Middleton 38052	20.00
	Tom Seagroves Kingree Road, Shelbyville 37160	100.00
	Ralph Seiber P. O. Box 160, Oliver Springs 37840	25.00
	Eddie Shaw Highway Bldg. 2848, 6th & Doadrick, Nashville 37219	500.00
	Mrs R C (Edna) Shoemaker 388 Saunders Ferry Road, Hendersonville 37075	25.00
	Fred Short 333 Ford Drive, Brentwood 37027	25.00 (Cash)
	Mrs. Myrna Short 3989 Lawing Drive, Nashville 37207	10.00

TOTAL \$ 13,200DATE OF DEPOSIT

BY CONTRIBUTORS REPORT

FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	J. O. Shugart 1301 Washington Avenue, Elowah 37331	\$ 100.00
	Lucille Shultz 246 N. Purdue Ave., #201, Oak Ridge 37230	10.00
	Mr. & Mrs. Doyle Simcox Route 3, Livingston 38570	100.00
	Floyd L. Simons Dikeville 37367	20.00 (Cash)
	Ronald D. Simons Dikeville 37367	20.00 (Cash)
	Don Simms Route 2, Greenwood Estates, Fayetteville 37334	5.00
	William C. Simons 613 Piedmont Drive, Nashville 37207	25.00
	Barbara W. Smith 203 Siler Street, Jellico 37762	25.00
	Butch Smith 1219 Main Drive, Crossville 38555	100.00 (Cash)
	Carl E. Smith Dayton 37321	20.00 (Cash)
	Gary K. Smith 2216 Harris Circle, Cleveland 37311	150.00
	Homer Smith 955 Murray Drive, Pulaski 38418	100.00 (Cash)
	Karl W. Smith 3212 Fairmont Blvd., NE, Knoxville 37917	50.00
	Ray Smith P. O. Box 487, Camden 38320	100.00
	Mr. & Mrs. Elmer Spider 3707 Ekins Avenue, Nashville 37202	25.00
	Stanley T. Snodgrass 429 Lynwood Blvd. Nashville 37205	100.00
	Newt A. Solomon Capitol Towers Bldg., Fl B-3, Rm. B-1 Nashville 37219	25.00
	Edward J. Spitzer 250 Capitol Hill Bldg., Nashville 37219	100.00
	Mrs. James F. (Paula) Spurlock 617 Berry Road, Nashville 37204	20.00
	Jimmy Stallings Route 9, Box 159, Lebanon 37087	25.00
	Charles Stout 501 N. Main Street, Crossville 38555	100.00 (Cash)

1,200.00

TOTAL

\$

DATE OF DEPOSIT

(BY CONTRIBUTORS APPROVAL)

FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	Amy Hart Swafford Route 4, Saratoga Springs, Pikeville 37367	\$ 18.00
	John H. Swafford Route 4, Pikeville 37367	45.00
	Clarence Swanner Pikeville 37367	20.00 (Cash)
	Buck Swanner Pikeville 37367	20.00 (Cash)
	Mrs. Nell Talley 5113 Overton Road, Nashville 37220	20.00
	Roy L. Tanksley 801 Cowan Street, Nashville 37207	100.00
	Kenny Tate Pikeville 37367	10.00 (Cash)
	Charlotte L. Taylor 412 Inman Street, Cleveland 37311	1,000.00
	Julia Temple 5105 Buena Vista Pike, Nashville 37218	10.00 (Cash)
	Douglas B. Thompson Route 3, Bell Road, Knoxville 37920	20.00
	Jamie R. Thompson Rayetteville 37334	50.00
	Max Thompson 6429 Harding Road, Nashville 37205	100.00 (Cash)
	Wade D. Thomson 161 Channing Way, Jackson 39301	250.00
	Buck Thoroood 2835 Westview Drive, Cleveland 37311	80.00
	William J. Thurman Route 7, Box 92, Harriman 37748	10.00
	Stanley B. Tollett Pikeville 37367	20.00 (Cash)
	Willard Tollet Route 1, Box 240, Pikeville 37367	160.00 (\$25 Cash)
	Michael J. Tomlin 2116 Hobbs Road, Nashville 37212	100.00
	R. E. (Bob) Townes 303 Interstate Drive, Nashville 37213	200.00
	Mr. & Mrs. Max L. Townsend Old Perryville Road, Parsons 38363	200.00

2,363.00

TOTAL \$ _____
DATE OF DEPOSIT _____

(BY ADMINISTRATOR)FOR October 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/7/76 (Continued)	Charles Traugber 2122 - 14th Avenue, North, Nashville 37208	\$ 100.00
	David C. Tucker 4810 Old Hickory Blvd., Apt. H-22, Hermitage 37076	50.00
	John C. Tyson, Jr. Route 2, Lenoir Ferry Rd., Mt. Juliet 37122	100.00
	Teddy Vaden Commercial Avenue, Monterey 38574	100.00
	John P. Vaughn Route 7, Murfreesboro 37130	50.00
	Bob Walker P. O. Box 58, Crossville 38555	100.00 (Cash)
	Richard A. Walker 813 Rusledo Drive, Nashville 37209	25.00
	James M. Wampler Route 2, Lenoir City 37771	50.00
	Mrs. Earl T. Warmath Route 2, Greenwood Estates, Fayetteville 37334	10.00
	Grover C. Warren 1206 Elliston Street, Old Hickory 37138	100.00
	Roy Waters Lebanon Pike, Murfreesboro 37130	25.00 (Cash)
	Jim Wilson Pikeville 37367	20.00 (Cash)
	Glenn Webb Box 549, Livingston 38570	100.00
	James A. Webb, Jr. 4422 Duquesne Avenue, Nashville 37205	250.00
	Donald J. Welch 229 De'ay Street, Route 5, Athens 37303	25.00
	Edward L. Weld 134 Carriage Drive, Nashville 37221	25.00
	Bernard Werthan, Jr. P. O. Box 1268, Nashville 37202	100.00
	Joe E. West 432 Capri Drive, Nashville 37209	100.00
	John Wheeler 5017 Donna Vista Drive, Hermitage 37076	100.00 (Cash)

1,433.00

TOTAL \$ _____

DATE OF DEPOSIT _____

FOR October 7, 1976 16

<u>Date Rec'd</u>	<u>Name and Address</u>	<u>Amount</u>
10/7/76 (Continued)	Dudley W. White 1571 Carolyn Court S.E., Cleveland 37317	\$ 5.00
	Jo Ann White 142 Del Crest Drive, Nashville 37217	20.00
	John J. White 3122 Jonesboro Drive, Nashville 37214	200.00 (\$50 Cash)
	Mrs. V. C. Wilcox P. O. Box 2, Nashville 38476	25.00
	Carolyn Williams 500 Fifth Avenue, N., Nashville 37219	5.00
	Lade S. Williams 3814 Cheekside Drive, Nashville 37211	25.00
	Paul Willoughby	70.00
	Douglas Wilson 219 W. Rockwood Street, Rockwood 37254	522.00
	Christine Woods P. O. Box 186, Kingston 37763	10.00
	John V. Wilson First American Center, Nashville 37238	100.00
	Tommy G. Wilson Route 5, Clovercroft Road, Franklin 37064	200.00
	Richard P. Winstead 1636 Hillcrest Road, Chattanooga 37405	1,000.00
	Fred L. Womack 311 East Market, Fayetteville 37334	100.00
	W. C. Wooden 203 S. Lovell Avenue, Chattanooga 37411	50.00
	John C. Word 1831 Woodmont Lane, Nashville 37219	15.00
	Sue Yarbrough Booch and Yokley, Pulaski 38478	250.00
	H. L. Yeatsan 412 Dunallie Drive, Nashville 37217	100.00
	Jessie York 408 Hialeah Drive, Knoxville 37920	50.00 (Cash)
	Benton County Democratic Executive Committee Camden 38320	1,000.00
	Henry County Democratic Party Box 754, Paris 38224	1,000.00
	Sevier County Democratic Executive Committee Route 2, Kodak 37764	1,000.00

9,747.00

TOTAL \$48,765.49 ✓

DATE OF DEPOSIT 10.8.76

MEMBER CONTRIBUTORS REPORT

FOR October 1 & 2, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
10/1	Barry Bradley Knoxville	\$1000.00
	Robbie Bradley 2104 Woodmere Drive, Louisville	1000.00
	C. H. Butcher, Jr. Maynardville 37807	1000.00
	Cecil Butcher Maynardville 37807	1000.00
	Hazel Butcher Maynardville 37807	1000.00
	Preston A. Ford, Jr. 620 Augusta National Way, Concord 37729	1000.00
	Larry B. Fodee 921 Paving Road, Knoxville 37912	500.00
	Mrs. Joe Holbrook 108 Wilson Street, Clinton 37716	500.00
	John J. Hooker, Jr. 4402 Belmont Park Terrace, Apt. 153, Nashville 37215	1000.00
	Rondell G. Meyers Maynardville 37807	1000.00
	Mrs. Rondell Meyers Maynardville 37807	1000.00
	Pal V. New Seylersville 37862	1000.00
	James H. Steiner Maynardville 37807	1000.00
	Mrs. James H. Steiner Maynardville 37807	1000.00
	Russell Wright 110 Melton Lake Drive, Oak Ridge 37830	500.00
10/2	Charles H.J. Feigenbaum 501 South Wilson Boulevard, Nashville 37205	400.00

TOTAL \$ 13,900.00

DATE OF DEPOSIT 10-4-76

MONTHLY CONTRIBUTORS REPORT

FOR September 12, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
9/30	William R. Banks 205 Clinch Avenue, S. W., Knoxville 37902	5500.00
	M/X Ritchie T. Blackerby 1012 Heykoop Drive, Morristown 37814	500.00
	Jacob F. Butcher Route 4, Clinton 37716	1000.00
	R. D. Chilton 4020 Maloney Road, S.W., Knoxville	1000.00
	Mrs. Dwight Church 12415 Hound Bars Point, Concord 37720	500.00
	Dwight Church 12415 Hound Bars Point, Concord 37720	1000.00
	Tom Cinnamon 4429 Estonia Road, Knoxville, 37918	1000.00
	Jim Clayton P. O. Box 12144, Knoxville 37912	500.00
	Joe Clayton 917 Laurel Hill Road, Knoxville 37919	500.00
	David A. Crabtree 5309 Lance Drive, Knoxville 37919	1000.00
	Cathy L. Dempster 414-A Dublin Road, Knoxville 37919	500.00
	Richard H. Faires 5th Floor United American Bank, Knoxville 37902	500.00
	Rudolph F. Garren Maynardville 37807	500.00
	M/X Warren L. Gooch 3500 Sutherland Avenue, Apt. B-304, Knoxville 37919	500.00
	J. Dan Hall United American Bank, Knoxville	1000.00
	Fred Hatmaker 232 Summill Drive, LaFollette	1000.00
	Mrs. Fred Hatmaker 232 Summill Drive, LaFollette	1000.00
	Mrs. Glenn Hatmaker Jellico Highway, LaFollette	500.00
	Michael G. Hatmaker Lindon Park, LaFollette	1000.00
	Eugene Hartsook 500 5th Avenue North, Apt. 116, Nashville 37219	500.00
	Rosa Anne Henry 204 South Sequoia Drive, Springfield 37172	25.00
	Allen L. Hicks Route 1, Keok Road, Knoxville 37912	1000.00

TOTAL \$ _____

DATE OF DEPOSIT _____

FOR September 30, 1946

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
9/30	Joseph E. Holbrook 108 Wilson Street, Clinton 37716	\$ 500.00
	Rodney M. Holbrook 108 Wilson Street, Clinton 37716	1000.00
	Arnold Jones P. O. Box 97, Rutledge 37861	1000.00
	Robert Johnson 12020 N. Fox Den Drive, Concord 37720	500.00
	Raymond Long 3100 Lakebrook Boulevard, Knoxville	500.00
	John D. Lambdin P. O. Box 431, Jefferson City 37760	500.00
	Fred R. Langley Knoxville	500.00
	George McGuffin P. O. Box 36, Morristown 37814	500.00
	G. R. Moon 229 Balfusrol Road, Concord 37720	500.00
	R. M. Moore 300 IBM Bldg., 9040 Executive Park Dr., Knoxville 37919	500.00
	Winston Mullins Knoxville	500.00
	C. E. Quisby 8419 Kingston Pike, Suite 3, Knoxville 37919	500.00
	Jack C. Robinson P. O. Box 10234, Knoxville 37919	500.00
	Richard G. Rutherford P. O. Box E, Maynardville 37897	500.00
	William E. Rutherford 605 Broadway, Knoxville 37917	500.00
	Mrs. Ronald A. Scott 3315 Circle Lake Drive, Knoxville 37921	1000.00
	Kenneth W. Southern 4020 Maloney Drive, Knoxville 37920	500.00
	Carl Tinsell 7445 Jossilee Drive, Knoxville	500.00
	Harry Vental Knoxville 37901	500.00
	Trusty Whitehead Knoxville	1000.00
	L. B. Wilde 1103 West First North Street, Morristown 37814	500.00
	Jerry H. Wood 6801 Woodview Drive, Route 23, Knoxville 37920	1000.00

TOTAL \$ _____
DATE OF DEPOSIT _____

FOR September 30, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
9/30	Claude M. (Mike) Wood 3233 Topside Road, Knoxville 37920	\$1000.00
	H. P. (Pat) Wood 146 Maryville Pike, Knoxville 37920	1000.00

TOTAL \$ 31,025.00 ✓

DATE OF DEPOSIT 10-4-76

DAILY CONTRIBUTORS REPORT

FOR September 30, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
9/30/76	Dorothy A. Baker 606 Trebor Drive, Goodlettsville 37072	100.00
	Jim Birdsong 141 Neene Drive, Apartment K-2, Nashville 37211	50.00 (Cash)
	Bill Bomar Signal Mountain 37377	20.00 (Cash)
	Charles Bone 211 Island Drive, Hendersonville 37075	200.00
	Mike Casey 721 Due West, Madison 37115	100.00 (cash)
	Gary Chappell 711 South Westland, Gallatin 37066	25.00 (Cash)
	Mr. & Mrs. Bill Coleman Hillcrest Drive, Livingston 38570	100.00 (cash)
	Jim Coleman Box 331, Livingston 38570	100.00 (Cash)
	Robert R. Dillon Route 8, Crossville 38555	100.00
	Wayne Evens Cookeville 38501	100.00 (Cash)
	O. C. Farrell Cove Creek Apts., 3356 Elk Run, Memphis 38116	250.00
	Frank C. Gorrell Columbia Highway, Thompson Station 37179	500.00
	W. E. Johnson P. O. Box 795, Greenville 37743	100.00
	Thomas E. Looney Crossville, 37040	100.00
	David H. McDole 141 Neene Drive B-2, Nashville 37211	500.00
	Robert N. Moore, Jr. 1715 Parkway Towers, Nashville 37219	100.00
	Phil Park 210 West Chestnutt, Bruceton 38317	50.00 (Cash)
	J. K. Parrish 912 First Avenue, Tullahoma 37388	25.00 (Cash)
	Jimmy Pruitt 706 W. Jackson Street, Bolivar 38008	30.00 (Cash)
	George C. Schnitzer 421 West Bend Drive, Nashville 37209	25.00
	Frank H. Yates 1456 Janie Avenue, Nashville 37216	45.00 (Cash)

TOTAL \$ 2,620.00 ✓

DATE OF DEPOSIT October 1, 1976

DAILY CONTRIBUTORS REPORT

FOR September 30, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
9/30	Albert C. Pickey 3779 S. Galloway Dr., Memphis 38117	500.00
	William W. Farris 392 Sweetbriar Rd, Memphis 38138	500.00
	Phillip Belz 4 Belleisle Dr., Memphis 38104	150.00
	Max H. Prosser 4005 N. Pearl Blvd., Memphis 38117	500.00

TOTAL \$ 1,650.00 ✓

DATE OF DEPOSIT 9/30/76

(PRIMARY)

DAILY CONTRIBUTORS REPORT

FOR September 27, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
9/27	Leonard Guthrie Route 4, McMinville 37110	250.00

Primary

TOTAL \$ 250.00 ✓

DATE OF DEPOSIT 9/28/76

FOR September 24, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
9/24	John L. Gutwiler Route 6, McMinnville 37110	250.00
	Paul Holder Route 1, McMinnville 37110	250.00
	Hub B. Nilsen The Chevrolet Co., McMinnville 37110	250.00
	Robert McLean Midway 5th North, McMinnville 37110	250.00
	Harold Hubbs P. O. Box 471, McMinnville 37110	250.00
	Warren County Democratic Party McMinnville 37110	500.00

Primary

TOTAL 1,750.00
DATE OF DEPOSIT 9/27/76

FOR September 17, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
9/17	B. R. Allison Route 1, Box 60, Cornersville 37047	1000.00
	C. W. Baumgardner 1982 Mark Avenue, Clarksville 37040	100.00
	Hardeman County Democratic Executive Committee P.O. Box 6, Middleton 37052	1000.00

Revised


TOTAL \$ 2100.00
DATE OF DEPOSIT 9/20/76

DAILY CREDITORS REPORT

FOR September 11, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
9/11	P. H. Aernathy 1212 East Peolar, Selmer 38475	500.00
	Jackson C. Krummer Valley Fidelity Bank Bldg, Knoxville 37902	500.00
	Donaldson M. Lytle 1217 Brown Creek Road, Knoxville 37919	500.00

Primary

TOTAL \$ 1,500.00 ✓
DATE OF DEPOSIT 9/13/76

LIBRARY CONTRIBUTORS REPORT

FOR PRIMARY - September 7, 1976

<u>Date Rec'd</u>	<u>Name and address</u>	<u>Amount</u>
9/7/76	Mr. and Mrs. Jerro R. Haskew Route 2, Harding Place, Murfreesboro 37130	\$ 600.00
	Kenneth W. Jost 210 Page Road, Nashville 37205	25.00
	Mr. and Mrs. A. K. McColla Route 1, Box 117, Middleton 38053	100.00
	George E. Prater 1216 Ridgewood, Morristown 37814	250.00
	Tracey W. Prater 1304 Ridgewood, Morristown 37814	250.00
	Frank T. Williams Bulls Gap 37711	50.00

TOTAL \$ 1,275.00 ✓

DATE OF DEPOSIT 9/8/76

OCTOBER 19, 1976

PRESS MEMO: TO JACK MURPHY

CC: SPIEGEL & SKILLINGER

FROM DAVE FICKE

RE: SASSER AIRPLANE SITUATION

I received a call from the Nashville Banner reporter who had done the original story on Sasser's campaign not paying the required commercial reimbursement rate for use of a corporate plane.

He wanted to confirm what Sasser's lawyer, George Barrett, had told the press: namely that the FEC had confirmed there were inconsistencies with the FAA regulations, and that he (Barrett for Sasser) had asked for a ruling from the FEC on the use of the airplane.

I confirmed the FAA problem, and said general counsel offices of both agencies were working on it. I also said (based on Dan's memo) that I knew Barrett was writing us about the FAA problem, but that I couldn't speak to whether he would be raising any/^{other} questions in his request. I said asking for opinions was a common procedure, and part of the FEC's policy of giving as much advance advice to help persons comply as possible.

The reporter then asked whether we were doing anything about the plane situation in compliance proceedings. I said I could not answer yes or no and could not discuss compliance at all.

BARRETT, BRANDT & BARRETT, P.C.

CC # 804
MUR 216
763115

GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR.
JAMES R. KNIFFEN
CHARLES R. RAY

70 OCT 22 P 1: 39

October 19, 1976

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2202

Mr. John G. Murphy
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

re: MUR 216 (76)

Dear Mr. Murphy:

This will confirm my telephone conversation with Mr. Spiegel of the Enforcement Division of the Federal Election Commission of this date. That conversation took place at about 3:30 p.m. Central Daylight Saving Time.

This morning at approximately 8:00 o'clock Central Daylight Saving Time I called Mr. Swillinger in reference to a previous communication. I was advised that he was out of town and at that time was allowed to speak to his associate who advised that because there was a complaint pending I should speak to Mr. Spiegel. I then had the call transferred to Mr. Spiegel's office. I spoke to Mr. Spiegel's secretary who advised me that he was usually in his office by that time but that he was not there this morning. The purpose of calling on Tuesday morning was that I was aware of the fact that the Commission met on Tuesday morning and I wish to make Mr. Spiegel aware of the fact that I had on Monday received Mr. Sasser's itinerary for the Primary. Copies were finally obtained from Mr. Richard Baumgartner who was a UT Law student who had returned to Knoxville. These were dispatched to me and delivered to my office on Monday morning. I also received on Saturday from the Campaign Mary Sasser's (Candidates's wife) schedule for the Primary and copies of airline charge tickets and gasoline charge tickets. The purpose of calling Mr. Spiegel was to make him aware of this material coming into my possession at this time and my readiness to forward it to him immediately so that if the Commission acted on the MUR 216 on October 19th he would be aware of our desire that they know that we are ready to deliver this material. On October 8, I wrote you and advised on the top of page 3 of my letter that I would send this material to the Commission as soon as it was complete.

In the second paragraph of your letter of 22nd of September you refer to 2 U.S.C. 437(G)(a)(4). I have reviewed that section and find no time limitation upon which to answer, however, we are desirous of answering as expeditiously as possible.

Mr. John G. Murphy
October 19, 1976
Page Two.

Mr. Spiegel called me this afternoon around 3:30 Central Daylight Saving Time to advise me that the Commission had voted to issue three subpoenas in this matter. One directed to Mr. Gary Blackburn as Treasurer of the Campaign, and one each directed to the United American Bank and to the Tracy City Bank. These subpoenas were returnable on October 26 and 27 and that two persons from the Federal Election Commission would be coming to Tennessee to receive the evidence pursuant to those subpoenas. I advised Mr. Spiegel that I did not think it was necessary to issue subpoenas and that we, that is the Campaign, were ready to cooperate with the Commission in any way that the Commission thought appropriate. I also stated to Mr. Spiegel that I did not represent the bank but in previous conversations with Mr. Woods and Mr. Turner I have been lead to believe that there will be absolute, full and complete cooperation with the Federal Election Commission.

As stated to Mr. Spiegel, and as a matter of fact, to everyone else to whom I have spoken at the Federal Election Commission, we are desirous of complying with the law both in spirit and the letter.

As an example, we have been in communications with Mr. Dan Swillinger about what may be a conflict between your Regulation 114.9 and Section 135 of the F.A.A. Rules and Regulations.

Mr. Swillinger was most helpful and stated that if there is a conflict it will have to be reconciled. If there is not a conflict then he will advise us what we will have to do to comply with your regulations. This has been our continuous posture with Mr. Spiegel and, as stated above, almost everyone else we have spoken to at the F.E.C. We want to reiterate and repeat that all our books and records are open to any agent from the F.E.C. without the necessity of a subpoena and that we will cooperate fully in assisting them in examining these records. This campaign has been run as an open campaign and it has nothing to hide from the F.E.C. or anyone else who has legitimate questions.

Mr. Spiegel inquired if I represented the Tracy City Bank or the United American Bank and I replied that at this time I do not. I advised Mr. Spiegel that if I was employed by the banks I would notify him immediately so that his agents would know who to contact. If I am not retained to represent the banks I will advise him as soon as I learn who will act as counsel for the two banks.

Let me reiterate that the purpose of my call this morning was so that the Commission may be aware that these were matters that had just come into my hands and I was ready to deliver them to the Commission at the earliest possible time. I am sorry that this fact was not brought to the attention of the Commission prior to its meeting today and the issuance of the subpoena. Again, let me state that we

Mr. John G. Murphy
October 19, 1976
Page Three.

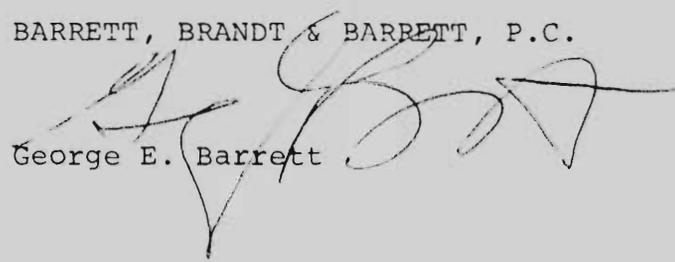
do not feel it is necessary to issue a subpoena in this matter and that we are ready to cooperate fully and as expeditiously as the Commission may think appropriate in this matter. Mr. Spiegel stated to me that in view of the fact that subpoenas had been issued that I should hold these schedules until the agents of the F.E.C. arrived in Nashville at which time I may deliver the schedules to them and discuss them.

In addition thereto, ever since this matter has been filed, I have offered to come to Washington and sit down with counsel for the F.E.C. and discuss this case and see what facts and issues remained unresolved and what legal issues, if any, remained unresolved. Each time I have offered to come to Washington I have been told that it would not be appropriate at that time. Let me again reiterate my offer to come to Washington to sit down with the F.E.C. with whatever records the F.E.C. thinks appropriate and discuss the resolution of this issue. As you are no doubt aware we are reaching the final stages of the political campaign and a matter like this pending in a campaign is certainly not desirous by anyone. Again, let me state that we are ready to cooperate fully in any manner that the F.E.C. thinks appropriate.

Thanking you, I am

Very truly yours,

BARRETT, BRANDT & BARRETT, P.C.


George E. Barrett

GEB/lc

cc: Mr. Gary Blackburn

GENERAL COUNSEL, OCTOBER 19, 1976

Indicate type of mail:
 REGISTERED REGISTERED MAIL
 REGISTERED MAIL

When this certificate is issued as certificate of mailing or for additional copies, attach the POSTMARK AND DATE OF RECEIPT

NO.	NAME OF MAILER (PRINT AND POST OFFICE ADDRESS)	POSTAGE	FEES	NET WEIGHT	ACTUAL VALUE	HANDLING CHARGE	REMARKS
173006	BARRETT, BARRETT, BROWDT, L. BARRETT, 9th Fl., 3rd NAT BANK, NASHVILLE TN						
173007	BLACKBURN, SASSER CTR., ORTALC 2nd Fl., 23rd LIFE & CASUALTY Bld, NASHVILLE TN						
173008	WOODS, UNITED FARMER BANK DENVER, NASHVILLE TN.						
173009	TURNER, FIRST NAT BANK OF TRACY CITY, TRACY CITY, TN.						
173010	Turner, FARMERS NATIONAL BANK, DRAF, WINCHESTER TN 37395						
sent 10-19-76							

5



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

OCT 19 1976

TO: Commissioner Thomson

RE: MUR 216 (76)

JUSTIFICATION FOR ISSUANCE OF SUBPOENAS

This complaint against James R. Sasser was filed on August 3, 1976, by Harry Sadler.

After a preliminary inquiry, the Commission found reason to believe on September 21, 1976, that violations of 2 U.S.C. §434(b) had been committed by Mr. Sasser and a violation of 2 U.S.C. §441b had been committed by Mr. Sasser and the First National Bank of Tracy City, Tennessee.

The responses received from Mr. Sasser and Mr. Charles Turner of the First National Bank of Tracy City in response to the Commission's finding of reason to believe failed to adequately answer the questions posed by the Commission and left two outstanding issues:

The respondents failed to provide sufficient information regarding the two loans of \$100,000 and \$25,000 to Mr. Sasser to allow the Commission to ascertain whether such loans were made in the ordinary course of business under 2 U.S.C. §431(e) (5)(G).

Respondent, Sasser, failed to provide any of the requested information regarding travel itinerary and expenses.



In order to resolve the issues in this complaint the Commission must obtain the following information and documentation:

From the First National Bank of Tracy City and the United American Bank of Nashville:

All pertinent information and documentation concerning the loan to Mr. Sasser.

Information concerning other similar loans made by this Bank.

From Mr. Gary Blackburn, Treasurer of the Sasser for Senate Committee:

A campaign travel itinerary for Mr. Sasser and all relevant documentation, including breakdown of costs, payments and specific information concerning trips.

Information concerning repayment of loans, including source of repayment.

IT IS HEREBY RECOMMENDED that the attached subpoenas be served forthwith.


JOHN G. MURPHY, JR.
GENERAL COUNSEL

DATED: October 19, 1976

October 19, 1976

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. George Barrett
Barrett, Brandt & Barrett, P.C.
9th Floor
Third National Bank Bldg.
Nashville, Tennessee 37219

Re: MUR 216 (76)

Dear Mr. Barrett:

Enclosed you will find copies of three subpoenas
issued by the Federal Election Commission, served by
r
registered mail on October 20, 1976.

Sincerely yours,

William C. Oldaker
Assistant General Counsel

Enclosure

AIR MAIL - SPECIAL DELIVERY
REGISTERED MAIL

8040045237

78646045 238

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

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

- Show to whom and date delivered..... 15¢
- Show to whom, date, & address of delivery.. 35¢
- RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢
- RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

Barratt

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
973006		

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE Addressee Authorized agent

Lynne Coleman

4. DATE OF DELIVERY

POSTMARK

5. ADDRESS (Complete only if requested)

OCT 2 1976

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

October 19, 1976

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Frank A. Woods
President
United American Bank of
Nashville
Nashville, Tennessee

Re: MUR 216 (76)

Dear Mr. Woods:

Enclosed you will find a subpoena issued by the
Federal Election Commission pursuant to Section 437d
of Title 2 of the United States Code.

Sincerely yours,

William C. Oldaker
Assistant General Counsel

AIR MAIL - SPECIAL DELIVERY
REGISTERED MAIL

78017745239

78046045246

66

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

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

Show to whom and date delivered..... 15¢

Show to whom, date, & address of delivery.. 35¢

RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢

RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
**WOODS
UNITED AMERICAN BANK**

3. ARTICLE DESCRIPTION:

REGISTERED NO. 973 00 F	CERTIFIED NO.	INSURED NO.
-----------------------------------	---------------	-------------

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE Addressee Authorized agent

[Signature]

4. DATE OF DELIVERY **DEC 21 1976** POSTMARK

5. ADDRESS (Complete only if requested)
DEC 21 1976

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

3. A summary of other unsecured loans of a similar nature or character made by the United American Bank of Nashville, Nashville, Tennessee, since January 1, 1975, listing for each loan the amount, the basis upon which such loans were made, e.g., the financial status, earning capacity, character, and credit experience of the borrowers, the purpose for which such loans were made, repayment terms and other documentation relating to such loans.

4. Copies of the by-laws of the United American Bank of Nashville, its most recent financial statement and annual report.

WHEREAS, the Chairman of said Federal Election Commission has hereunto set his hand at Washington, D.C., this 19 day of October, 1976.


VERNON W. THOMSON
CHAIRMAN

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

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

Show to whom and date delivered..... 15¢

Show to whom, date, & address of delivery.. 35¢

RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢

RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Blanchard

3. ARTICLE DESCRIPTION:

REGISTERED NO. <i>973007</i>	CERTIFIED NO.	INSURED NO.
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(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE Addressee Authorized agent

Angela Smith

4. DATE OF DELIVERY *087 1976*

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

UNITED STATES OF AMERICA
FEDERAL ELECTION COMMISSION

SUBPOENA

TO: Gary Blackburn
Treasurer, Sasser for Senate Committee
Ortale, Kelly, Herbert & Crawford
Twenty-Third Floor, Life & Casualty Bldg.
Nashville, Tennessee

At the instance of the Federal Election Commission pursuant to §437d of Title 2 of the United States Code, you are hereby required to deliver for inspection and copying to authorized representatives of the Federal Election Commission the following documents at the Offices of Ortale, Kelly, Herbert & Crawford, Twenty-Third Floor, Life & Casualty Building, Nashville, Tennessee, on the 26th day of October, 1976 at 11⁰⁰ o'clock, a.m., of that day.

1. The travel itinerary for James Sasser and any family member or agent travelling on behalf of his campaign during the period March 1, 1976, to the present, and all relevant documentation including but not limited to, appointment calendars, memoranda, journals.

2. For all travel listed under paragraph 1, an itemized breakdown of mode of travel, costs, subsistence costs, payment of expenses, purpose of trip, and names of accompanying passengers, information concerning ownership of any private airplane, actual hours flown, departure point and destination, and all pertinent documentation including, but not limited to bills, receipts, and airplane log books.

3. Information concerning fundraisers held to retire primary campaign debts of James Sasser, including dates, times, places, costs, receipts and all documentation concerning such fundraisers.

4. Documentation of repayment of any campaign debts or loans by James Sasser including all pertinent documentation relating to source of repayment.

WHEREAS, the Chairman of said Federal Election Commission has hereunto set his hand at Washington, D. C., this 18 day of October, 1976.


VERNON W. THOMSON
CHAIRMAN

October 19, 1976

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Gary Blackburn
Treasurer, Sasser for
Senate Committee
Ortale, Kelly, Herbert
& Crawford
Twenty-Third Fl.
Life & Casualty Bldg.
Nashville, Tennessee

Re: MUR 216 (76)

Dear Mr. Blackburn:

Enclosed you will find a subpoena issued by the
Federal Election Commission pursuant to Section 437d
of Title 2 of the United States Code.

Sincerely yours,

William C. Oldaker
Assistant General Counsel

Enclosure

AIR MAIL - SPECIAL DELIVERY
REGISTERED MAIL

0045046

October 19, 1976

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Chas. N. Turner
Farmers National Bank
Public Square
Drawer F
Winchester, Tennessee 37398

Re: MUR 216 (76)

Dear Mr. Turner:

Enclosed you will find a copy of a subpoena issued by the Federal Election Commission pursuant to Section 437d of Title 2 of the United States Code. The original subpoena was delivered to the First National Bank of Tracy City, Tennessee.

Sincerely yours,

William C. Oldaker
Assistant General Counsel

Enclosure

AIR MAIL - SPECIAL DELIVERY
REGISTERED MAIL

7 9 0 4 0 7 4 5 2 4 7

October 19, 1976

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Chas. N. Turner
First National Bank of
Tracy City
Tracy City, Tennessee

Re: MUR 216 (76)

Dear Mr. Turner:

Enclosed you will find a subpoena issued by the
Federal Election Commission pursuant to Section 437d
of Title 2 of the United States Code.

Sincerely yours,

William C. Oldaker
Assistant General Counsel

Enclosure

AIR MAIL - SPECIAL DELIVERY
REGISTERED MAIL

UNITED STATES OF AMERICA
FEDERAL ELECTION COMMISSION

SUBPOENA

TO: Chas N. Turner
First National Bank of Tracy City
Tracy City, Tennessee

At the instance of the Federal Election Commission pursuant to §437d of Title 2 of the United States Code, you are hereby required to deliver for inspection and copying to authorized representatives of the Federal Election Commission the following documents at the business offices of the First National Bank of Tracy City, Tracy City, Tennessee, on the 27th day of October, 1976, at 11⁰⁰ o'clock, a.m., of that day.

1. All records concerning the \$100,000 loan from the First National Bank of Tracy City, Tracy City, Tennessee, to James Sasser, originated on June 11, 1976, including but not limited to the loan application, escrow agreement, credit information, life insurance, bank records.

2. All records concerning the participation by other banks in the above loan, including but not limited to the names of such banks, names of all other approving officers, written agreements , and relevant bank records.

3. A summary of other unsecured loans of a similar nature or character made by the First National Bank of Tracy City since January 1, 1975, listing for each loan, the amount, the basis upon which such loans were made, e.g., the financial status, earning capacity, character, and credit experience of the borrowers, the purpose for which such loans were made, repayment terms and other documentation relating to such loans.

4. Copies of the by-laws of the First National Bank of Tracy City, its most recent financial statement and annual report.

WHEREAS, the Chairman of said Federal Election Commission has hereunto set his hand at Washington, D.C., this 17 day of October, 1976.


VERNON W. THOMSON
CHAIRMAN

78040045251

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

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

- Show to whom and date delivered..... 15¢
- Show to whom, date, & address of delivery.. 35¢
- RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢
- RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

Turner

3. ARTICLE DESCRIPTION:

REGISTERED NO. <i>973009</i>	CERTIFIED NO.	INSURED NO.
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(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE Addressee Authorized agent

S. N. B. K.

4. DATE OF DELIVERY

Richard

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

M

CC #692

BARRETT, BRANDT & BARRETT, P.C.

GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR.
JAMES R. KNIFFEN
CHARLES R. RAY

10-17 10:41

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2202

October 8, 1976

Mr. John G. Murphy, Jr.
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

762764

Dear Mr. Murphy:

re: MUR 216 (76)
Your Letter of September 22, 1976

This is in reply to the above in my capacity as counsel to James Sasser. The reply is directed to page 2 of your letter of September 22, 1976, and will be to the numbered paragraphs (1), (2) and (3).

On October 4, 1976 I recieved from you Complaint MUR 239 (76) which was consolidated with MUR 216 (76) because of the similarity of the allegations. Your letter of October 1, 1976 stated that it would not be necessary for a separate response to MUR 239 (76). In view of such assurance from you, we are not answering MUR 239 (76) separately.

This response will be our response to your letter dated September 22, 1976 concerning MUR 216 (76) and MUR 239 (76) contained in your letter of October 1, 1976.

Paragraph No. (1) of yours of September 22, 1976 makes certain inquiries about the \$25,000 loan and \$100,000 loan. MUR 239 (76) makes certain allegations as to the \$100,000 loan from the First National Bank of Tracy City, Tennessee.

The reply will deal with MUR 239 (76) first and then respond to paragraph (1), (2) and (3) of page 2 of yours of September 22, 1976.

Mr. C. D. Hopkins, Sr., is the Secretary of the Maury County, Tennessee Election Commission. In Tennessee Election Commissioners are required to be identified with a political party before being appointed. Mr. Hopkins is the Republican Secretary of the Maury County Election Commission. One must question his statement under oath that his complaint is solely as a local Election Commissioner striving for fair elections. Mr. Hopkins' statement of the limits of the First National Bank loan ability

Mr. John G. Murphy, Jr.
General Counsel
October 8, 1976
Page Two.

(i.e. \$40,000) may be an accurate statement of 12 U.S.C. 84, but it is profoundly ignorant of how all banks originate loans everyday far in excess of capital and surplus. That is such a common practice of banks that it hardly needs any clarification. What obviously happened in this case is the same as happens in any other case, the Tracy City Bank was the originator of the loan with other banks participating.

The remainder of Mr. Hopkins' letter, dealing with Mr. Sasser's financial status and the loan, appear to be so similar to the questions raised by paragraph (1) of page 2 of your letter of September 22, 1976, that both will be answered by replying to your paragraph (1), supra. I might add that what Mr. Hopkins attests to, by the rankest hearsay, as to what local bankers in Maury County do has little weight as to what are the banking practices in Grundy County where Tracy City is the County seat (a distance of almost one hundred miles). Indeed, Mr. Hopkins' complaint is too well documented to have the aura of a simple country lawyer "strivign (sic) to secure fair elections".

In reply to paragraph (1) page 2, please be advised as follows:

- (a) There were no co-signers or guarantors for the loans. Mr. Sasser secured both of these loans alone.
- (b) We have previously furnished you a copy of the loan application for the \$25,000 for United American Bank, by the affidavit of Frank Woods, President of the bank, dated August 23, 1976. We have likewise previously furnished you copies of the \$100,000 note, by the affidavit of Charles R. Turner, dated August 28, 1976.

In addition to the above documentation we are enclosing a copy of the loan file from United American Bank of Nashville for the \$25,000 loan to Mr. Sasser. We are likewise enclosing the documentation relied on by the Tracy City Bank.

- (c) It is my understanding that Mr. Sasser is repaying \$80,000 on the loans on Friday, October 8, 1976. This money was raised primarily in two fund raisers. These two fund raisers were for the express purpose of retiring the primary debts of Mr. Sasser.

I assume this satisfies your inquiry in paragraph (1).

Mr. John G. Murphy, Jr.
General Counsel
October 8, 1976
Page Three.

In response to paragraph (2) page 2. I have spoken to Mr. Spiegel of your office and have advised him that we are attempting to reconstruct Mr. Sasser's travel schedule from March, 1976 to August 5, 1976. We have asked the various pilots and plane companies to review their logs; we have asked the bookkeeper for the campaign to reaudit all the gas charge tickets, etc. and relate them to particular trips. We have asked the scheduler of Mr. Sasser to help reconstruct the schedule as to dates, times, places, persons accompanying Mr. Sasser, etc. Obviously this is an exceptionally difficult and arduous task and is taking some time. As soon as this is complete we will forward it to you without delay.

As to paragraph (3) inquiring as to \$48,000 paid to Eric Ericson and Associates, such was for advertising. Eric Ericson and Associates is an advertising agency here in Nashville. Enclosed is their proposed budget along with all checks for the campaign written to them. On or about June 15, 1976 we terminated our relations with the agency and they refunded the \$13,939.00 paid by check 254. This refund was reported on the campaign report to the F.E.C. dated June 30, 1976. All of these expenditures were as stated on the checks and in accordance with their proposed budget. This payment schedule was attached to a presentation by the agency to the campaign. With the \$13,000 refund the total expenditure to Eric Ericson and Associates was \$34,886.444. I assume this will satisfy your inquiry as to paragraph (3).

Mr. Turner has advised me that he is, or has, responded to your letter to him, a copy of which was provided me.

It is my hope that this letter will satisfy the F.E.C. as to the allegations involving paragraph (1) and (3) of your letter of September 22, 1976, and Mr. Hopkins' undated complaint. If so, then the only matter pending is that stated in paragraph (2) of your letter of September 22, 1976. We are attempting to secure that information and as soon as we have it we will forward it to you without delay.

Because of the urgency of this matter I would appreciate a speedy reply to this letter.

Thanking you, I am.

Very truly yours,

BARRETT, BRANDT & BARRETT, P. C.


George E. Barrett

Farmers National Bank

12 712: 28

WINCHESTER, TENNESSEE 37398

October 8, 1976

Mr. John G. Murphy, Jr.
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

762819

Dear Mr. Murphy:

This letter is in reference to complaint MUR 216 filed against James Sasser.

1. On June 11, 1976, the First National Bank of Tracy City originated a loan to James R. Sasser in the amount of \$100,000.00. Since this amount was in excess of the bank's legal limit participating banks were sold varying amounts of the loan, so as to not be in violation of banking laws.
2. The reason for my being approached for this extension of credit is the fact that I have been a close personal friend of Mr. Sasser for several years and my wife was formerly employed as a legal secretary in his law firm.

I examined his tax returns and a financial statement and made general credit inquiries of him and readily determined that he had the capacity to repay the loan and the credit extension was made. It is not, nor has it been, unusual in Tennessee for candidates aspiring to public office to borrow and repay through fund raising dinners and other fund raising efforts the loans they have incurred. This loan was in no way an accommodation as is evidenced by the going rate of 9% charged on the note, the requirement that a life insurance policy on Mr. Sasser be taken out and made payable to the banks and further that repayment would be demanded according to the terms of the note. I am pleased to say that we expect repayment on the note shortly and that since it was a participating loan the credit was viewed by loan officers other than myself and accepted and further to my knowledge the loan has not been classified or criticized by any bank regulatory authority.

Mr. John G. Murphy, Jr.

October 8, 1976

In the banks with which I am connected a \$100,000 loan is not unusually large and not at all uncommon in the everyday course of business and our charge-off ledger, especially in connection with a loan of this nature or character loan would lead any loan officer to readily determine that our practices with regard to unsecured credit extensions are sound. In regard to your question as to whether we have any loans similar to Mr. Sasser, the answer is yes. We have made loans to politicians, businessmen and professionals with whom we have had contact and have had no reason to question the methods in which we do business and I doubt the validity of any criticism in connection with our credits by someone not intimately familiar, as are we, with the customers.

I can readily appreciate the need for expeditious handling of this matter and we stand ready to provide any information that we can to further expedite the resolution of your inquiry.

Yours very truly,



Chas. N. Turner

CNT:ec

October 8, 1976

Mr. John G. Murphy, Jr.
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Dear Mr. Murphy:

This letter is in reference to complaint MWR 216 filed against James Sasser.

1. On June 11, 1976, the First National Bank of Tracy City originated a loan to James R. Sasser in the amount of \$100,000.00. Since this amount was in excess of the bank's legal limit participating banks were sold varying amounts of the loan, so as to not be in violation of banking laws.
2. The reason for my being approached for this extension of credit is the fact that I have been a close personal friend of Mr. Sasser for several years and my wife was formerly employed as a legal secretary in his law firm.

I reviewed his tax returns and a financial statement and made general credit inquiries of him and readily determined that he had the capacity to repay the loan and the credit extension was made. It is not, nor has it been, unusual in Tennessee for candidates aspiring to public office to borrow and repay through fund raising dinners and other fund raising efforts the loans they have incurred. This loan was in no way an accommodation as is evidenced by the going rate of 9% charged on the note, the requirement that a life insurance policy on Mr. Sasser be taken out and made payable to the bank and further that repayment would be demanded according to the terms of the note. I am pleased to say that we expect repayment on the note shortly and that since it was a participating loan the credit was viewed by loan officers other than myself and accepted and further to my knowledge the loan has not been classified or criticized by any bank regulatory authority.

Mr. John G. Murphy, Jr.

October 8, 1976

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I can readily appreciate the need for expeditious handling of this matter and we stand ready to provide any information that we can to further expedite the resolution of your inquiry.

Yours very truly,



Chris. N. Turner

CN:rec

STATE OF TENNESSEE

COUNTY OF FRANKLIN

Subscribed to and sworn before me this 8 day of October, 1976.



NOTARY PUBLIC

MY COMMISSION EXPIRES:

4-18-79

CC # 695
MUR 216

Farmers National Bank

PUBLIC SQUARE
WINCHESTER, TENNESSEE 37398

CHAS N TURNER
CHIEF EXEC OFFICER

October 8, 1976

Mr. John G. Murphy, Jr.
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Dear Mr. Murphy:

762820

Under separate cover today you should have received this same letter in which we neglected to have the Notary's statement that the letter was subscribed to and sworn before her. I apologize for this oversight and again if we can be helpful in any additional inquiry please advise.

Yours very truly,



Chas. N. Turner

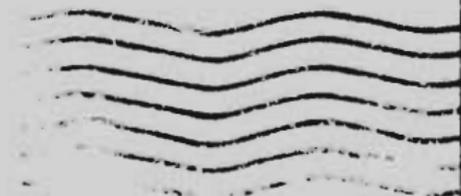
CNT:ec

Enclosure

FARMERS NATIONAL BANK

PUBLIC SQUARE

WINCHESTER, TENNESSEE 37398



CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. John G. Murphy, Jr.
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463



DATE AND TIME OF TRANSMITTAL: _____

NO. MUR 239 (76)

REC'D: 9/23/76

FEDERAL ELECTION COMMISSION
Washington, D. C.

Complainant's Name: C.D. Hopkins, Sr. (notarized)

Respondent's Name: James Sasser/First Nat'l Bank of Tracy City

Relevant Statute: 2 U.S.C. §441b

Material: All candidate and committee reports.

Federal Agencies Checked: None

SUMMARY OF ALLEGATION

That \$100,000 loan from the First National Bank of Tracy City, Tennessee, to Sasser was not in the ordinary course of business and was, therefore, an illegal corporate contribution under 2 U.S.C. §441b.

(This complaint involves one of the allegations of MUR 216 on which the Commission found reason to believe on September 21, 1976).

PRELIMINARY LEGAL ANALYSIS

This MUR should be merged with MUR 216 since the Commission has already found reason to believe that the loan in question was in violation of 2 U.S.C. §441b.

RECOMMENDATION

Merge with MUR 216. Send attached letters.

mail
out
↓

October 1, 1976

MEMORANDUM TO: Bill Oldaker
FROM: Marjorie Emmons
RE: MUR 239 (76)

MUR

The above mentioned MUR was transmitted to the Commission on September 30, 1976 at 10:45 a.m.

As of 2:00 p.m. on October 1, 1976, no objection had been received on this MUR.

JAMES R. AND MARY B. SASSER

(INDIVIDUALS)

UNAUDITED STATEMENT OF ASSETS AND LIABILITIES

JUNE 14, 1976

ASSETS

Cash	\$ 31,785
Cash value of life insurance	4,152
Net assets of Mary Sasser's antique business	6,754
Partnership interest in Goodpasture, Carpenter, Woods & Sasser	50,000 (est.)
Vested interest in qualified retirement plan	17,031
Residence, pledged on mortgage	80,000
Automobiles	8,500
Personal property	3,500
House furnishings	20,000
Investment in real estate	3,000

TOTAL ASSETS

\$224,722

LIABILITIES

9% note payable, unsecured, due June 30, 1976	\$ 25,000
6% mortgage, secured by residence (Annual amortization and interest are \$2,159)	22,227
Account payable and accrued expenses	1,500
Estimated tax due on 1976 income as of June 14, 1976	1,800

TOTAL LIABILITIES

\$ 50,527

EXCESS OF ASSETS OVER LIABILITIES

\$174,195

For the year January 1-December 31, 1975, or other taxable year beginning

1975, ending

19

Please print or type	Name (If joint return, give first names and initials of both) JAMES R. & MARY B.	Last name SMITH	Your social security number 414 54 4613	For Privacy Act Notification, see page 2 of instructions.
	Present home address (Number and street, including apartment number, or rural route) 6027 Hillsboro Road		Spouse's social security no. 400 48 2829	For IRS use only
	City, town or post office, State and ZIP code Nashville, TN 37215		Occupation Attorney	Years 2

Requested by Central Bureau for Revenue Sharing

A In what city, town, village, etc., do you live? Nashville	B Do you live within the legal limits of the city, town, etc.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know	C In what county and State do you live? County: Lauderdale State: TN	D In what township do you live? (See page 4)
-----------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------	----------------------------------------------

Filing Status	1 <input type="checkbox"/> Single (check only ONE box)	6a Regular <input checked="" type="checkbox"/> Yourself <input checked="" type="checkbox"/> Spouse	Enter number of boxes checked 2
	2 <input checked="" type="checkbox"/> Married filing joint return (even if only one had income)	b First names of your dependent children who lived with you: James, Elizabeth	Enter number 2
	3 <input checked="" type="checkbox"/> Married filing separately. If spouse is also filing give spouse's social security number in designated space above and enter full name here >	c Number of other dependents (from line 27) >	
	4 <input type="checkbox"/> Unmarried Head of Household (See page 5 of instructions)	d Total (add lines 6a, b, and c) >	4
	5 <input type="checkbox"/> Qualifying widow(er) with dependent child (Year spouse died > 19)	e Age 65 or over <input type="checkbox"/> Yourself <input type="checkbox"/> Spouse	Enter number of boxes checked >

8 Presidential Election Campaign Fund **>** Do you wish to contribute \$1 of your tax for this fund? Yes No

If joint return, does your spouse wish to contribute \$1? Yes No

Income	9 Wages, salaries, tips, and other employee compensation (Enter Form W-2, if available. Also see page 2 of instructions.) 0-0	9	0-0
	10a Dividends (See page 7 of instructions) 0	10b Tax on line 10a 0	10c Balance 0
	11 Interest income (If \$400 or less, enter total without listing in Part II of Form 1041-B. If over \$400, enter total and list in Part II of Form 1041-B.) 895	11	895
	12 Income other than wages, salaries, tips, and interest (from line 9b)	12	21,323
	13 Total (add lines 9, 10c, 11, and 12) 22,218	13	22,218
	14 Adjustments to income (such as "work pay," moving expenses, etc. from Form 1041-B)	14	4,269
15 Total (add lines 13 and 14) 17,949	15	17,949	

D If you do not itemize deductions and line 15 is under \$15,000, find tax in Table and enter on line 16a.

E If you itemize deductions or line 15 is \$15,000 or more, go to line 17 to figure tax.

F 100% If you itemize deductions and can be treated as a single person, you must check this box and see page 7 of instructions.

Tax, Payments and Credits	16a Tax, check if from: <input type="checkbox"/> Tax Tables <input checked="" type="checkbox"/> Tax Rate Schedule X, Y, or Z <input type="checkbox"/> Schedule D <input checked="" type="checkbox"/> Schedule G OR Form 4775	16a	2,878
	b Credit for personal exemptions (multiply line 14 by 10)	b	130
	c Refund (subtract line 16b from line 16a)	c	9,118
	17 Credits (from line 54)	17	47
	18 Refund (subtract line 17 from line 16c)	18	9,731
	19 Other taxes (from line 43)	19	395
	20 Total (add lines 17 and 19)	20	9,776
	21a Total Federal income tax withheld (see Form W-2)	21a	1,120
	b 1975 estimated tax payments (see Form 1041-ES)	b	
	c Refined income credit	c	

Balance Due or Refund	d Amount paid with Form 4853	d	
	e Other payments (from line 7)	e	
	22 Total (add lines 21a through e)	22	1,150
	23 If the 20 is larger than the 22, enter amount OWING TO IRS	23	8,626
	24 If the 22 is larger than the 20, enter amount OWING TO YOU	24	
25 Amount of line 24 to be WITHHELD TO YOU	25		
26 Amount of line 24 to be credited and on 1976 extended tax >	26		

Please attach Check or Money Order Here

How to file your return: (See page 1 of instructions.)

APR 15 1976

BROWN & KRAFT

104 HILLSBORO ROAD NASHVILLE, TN 37205

CC # 641
MUR 216

Farmers National Bank

PUBLIC SQUARE
WINDCHESTER, TENNESSEE 37398
All: 27

CHAS. N. TURNER
CHIEF EXEC. OFFICER

September 30, 1976

Mr. John G. Murphy, Jr.
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

700005

Re: MUR 216(76)

Dear Mr. Murphy:

This letter is to confirm our conversation of today with Ms. Lyn Oliphant of your office in regard to complaint MUR 216 filed against James Sasser, regarding which I submitted an affidavit to the Commission dated August 28, 1976. As I explained to Ms. Oliphant, I do not maintain an office in the First National Bank of Tracy City and consequently did not receive your letter of 22 September 1976 until Tuesday, 28 September 1976. I further explained in view of the seriousness and my personal desire to handle this expeditiously and additionally because of lack of knowledge of the statutes cited that I should solicit the advice of counsel. I explained to Ms. Oliphant that my attorney was out of the country until Monday 4 October 1976 and that immediately upon his return he will file a response to the Commission's inquiry.

I want to assure you that this will be handled as quickly as possible and that we surely feel that this loan was made in the ordinary course of business with Mr. Sasser.

Sincerely yours,



Chas. N. Turner

CNT:ec

FARMERS NATIONAL BANK

PUBLIC SQUARE

WINCHESTER, TENNESSEE 37398

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Mr. John G. Murphy, Jr.
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

CERTIFIED

No. 249130

MAIL

Farmers National Bank

PUBLIC SQUARE
WINCHESTER, TENNESSEE 37398

CHAS. N. TURNER
CHIEF EXEC. OFFICER

October 5, 1976

Mr. George Barrett
Barrett, Brandt and Barrett
9th Floor
Third National Bank Building
Nashville, Tennessee

Dear Mr. Barrett:

I am enclosing a copy of Mr. James Sasser's 1975 tax return and a copy of his June 14, financial statement as authorized by him. If we can be of further help please advise.

Yours very truly,



Chas. N. Turner

CNT:ec

Enclosures

01 OCT 1976

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. C. D. Hopkins, Sr.
North College Street
Mt. Pleasant, Tennessee

Re: MUR 239 (76)

Dear Mr. Hopkins:

We have completed a preliminary review of your complaint and have numbered it as MUR 239 (76). Please refer to this number in any further correspondence.

A copy of your complaint has been forwarded to respondent. If you have any further evidence you wish to make available to us, please submit it within five days of your receipt of this letter.

Please note that 2 U.S.C. §437g(a)(3) enjoins any person from making public the fact of "any notification or investigation" by the Commission until the respondent agrees in writing to make public the investigation. The staff member assigned to this matter is Lyn Oliphant (telephone no. 202/382-1047). Please do not hesitate to write or call if you have any further questions.

Sincerely yours,

Signed: John G. Murphy, Jr.

John G. Murphy, Jr.
General Counsel

LOliphant:mpc:9/30/76

cc: MUR 239
Chron
LO

Polk's Directory

Bank of Madisonville
Br. of Madisonville

Mem. FDIC ABA SIBA Tr Pwrs

Telephone Plains Br. Hwy. 68 37385
Tel. 615/253-2195 87-205/642

C. Don Sugar, AVP&Mgr

Citizens Bk & Tr Co. Changed title to City & County Bank of Monroe County, May 1, 1973



City & County Bank

of Monroe County
P.O. Box E
37385
Telephone 615/253-2192

State Established 1920 87-667/642

Member
FDIC ABA Tenn. BA
Branches at Madisonville and Sweetwater

CITY AND COUNTY BANK OF MONROE COUNTY STATEMENT OF CONDITION, JUNE 30, 1975

ASSETS		LIABILITIES	
Cash & Due from Banks	\$ 628,876	Deposits	\$ 9,460,130
U. S. Obligations	2,186,521	Other Liabilities	781,990
State & Municipal Obligations	140,408	Capital	250,000
Other Bonds & Sec.	21,124	Surplus	400,000
Loans & Discounts	7,320,925	Undivided Profits	89,843
Other Assets	750,142	Reserves	66,034
TOTAL	\$ 11,047,997	TOTAL	\$ 11,047,997

OFFICERS

*Dave Craig Pres. Kenny Britton A.V.P.
John M. Carson, Jr. V.P. Jean Lee Cash & Chief Sec. Off.
Charles Chadwell V.P. Tom Brooks A.C.
Larry Honaker A.V.P. Phyllis Snider A.C.

DIRECTORS

C. H. Butcher, Jr. Raymond Ferguson J. D. Lee
C. H. Butcher, Sr. Charles Hall Bob Patterson
John Carson Joseph W. Houston Bob Pennington
Dick Childs Charles W. Irons Mrs. Ben H. Stephens
Dave Craig Phyllis Snider Worth R. Stratton

CORRESPONDENTS

CHATTANOOGA
American National Bank & Trust Co.
MEMPHIS
Union Planters National Bank
NASHVILLE
Commerce Union Bank
First American National Bank
ATLANTA
Citizens & Southern National Bank
Counsel:
Robert J. Pennington

TIPTONVILLE (Co. Seat)—Pop. 2229

First State Bank and Trust Company
221 Church 38079
Tel 901/253-6611 87-247/843
State Est. 1923
Mem. FDIC ABA SIBA Tr Pwrs
Par \$100 Div \$10
Emp ID No. 62-0201647
Br. at Ridgely

Officers & Directors
Robert H. Henley, ChBd&Pres
*Percy E. Smith, ExVP, Dir
Porter G. Rice, Cash
Doris Mooreing, AC
Jane Dannel, AC
Joyce Rhodes, AC
J. T. Yarbro, AC

Other Directors
M. M. Forrester
A. L. Lanford
C. H. LeDuke, Hon
J. G. Riley, Sr
Howard Vaughn
Cnst. James H. Smith

Lake County—FRD 8 Memphis—Map C2

Correspondents
First Nat. Bk. St. L.
Union Planters Nat. Bk. Mphs.
First Nat. Bk. Mphs.
First Amer. Nat. Bk. Nash.
Third Nat. Bk. Nash.
Central Bk. Tenn.

Cash & DFB
U.S. Obs.
State & Mun. Obs.
Lns & Disc.
Other Assets
Total

Deposits
Oth. Liab.
Capital
Cap. Notes
Surplus
Und. Prof.
Reserves
Total

The First St. Bk. & Tr. Co. Changed title to First State Bank and Trust Company, February 4, 1975

TOONE—Pop. 200

Merchants & Planters Bank
Box 3, 38381
Tel 901/658-2408 87-479/843
State Est. Oct. 1905
Mem. FDIC ABA SIBA BAI

Officers & Directors
E. V. Burkhead, Pres. Dir.
*Joseph L. Jones, ExVP&Cash, Dir.
J. V. Anderson, VP, Dir.
Phoebus W. Burkhead, AC, Dir.
Wayne Uebelher, AC

Other Directors
Farmer M. Raveley
J. R. Overton
Cnst. L. J. Harris, Bolivar

Hardeman County—FRD 8 Memphis—Map D4

Correspondents
First Nat. Bk. Jackson
First Nat. Bk. Nash.
First Nat. Bk. Mphs.
Union Planters Nat. Bk. Mphs.

Cash & DFB
U.S. Obs.
State & Mun. Obs.
Oth. Bds & Sec.
Lns & D. Sec.
Other Assets
Total

Deposits
Oth. Liab.
Capital
Surplus
Und. Prof.
Reserves
Total

TOWNSEND—Pop. 267

Br. of Moravia

TRACY CITY—Pop. 1388

The First National Bank of Tracy
City
Box 158 37387
Tel 615-592-2761 87-480/641
National Est. 7-18-1904
Mem. FDIC, FRB, ABA SIBA
Emp ID No. 62-0201510
Br. at Monticello

Officers & Directors
Charles M. Boyd, ChBd
*Ray G. Trussell, Pres. Dir.
Madge Baggensloss, VP
Susie M. Morris, Cash
Jerry Dow Thomas, AC

Other Directors
Charles W. Brantley Sr.
Robert C. Greenham
John W. Greener
Charles N. Turner
Lon Varnell

Blount County—FRD 6 Nashville—Map O3

Br. at Bland, AVP&Mgr

Grundy County—FRD 6 Nashville—Map K4

Correspondents
First Nat. Bk. Nash.
Third Nat. Bk. Nash.
Mountain Nat. Bk. Chattanooga
Cnst. Chas. D. Kidgore

Cash & DFB
U.S. Obs.
State & Mun. Obs.
Oth. Bds & Sec.
Lns & Disc.
Other Assets
Total

Deposits
Oth. Liab.
Capital
Surplus
Und. Prof.
Reserves
Total

TRENTON—Pop. 200

Car High & Eaton Sts Box 187
38382
Tel 901/888-0722 87-151/843
State Est. June 1916 Tr Pwrs
Mem. FDIC ABA SIBA
1 City Br.

Officers & Directors
L. L. Harrell Sr., ChBd
*Joseph Taylor, Pres. Dir.
Lynn Thompson, VP, Dir.
Mrs. Owen Huguereley, VP
W. R. Boone, Cash
Mrs. Martha L. Hudson, AC
Mrs. Christine Herdrix, AC
Mrs. Brenda Taylor, AC
South Side Br. 1031 S. High St.

Other Directors Contd
C. L. Farness, Jr.
W. D. Forrester
C. F. House
R. W. Kinton, Jr.
Marion T. Long
D. E. Fogg
Hunter Perlee
George P. Putnam
C. B. Singleton, Jr.

Carroll County—FRD 8 Memphis—Map D2

First Nat. Bk. Mphs.
Union Planters Nat. Bk. Mphs.
First Amer. Nat. Bk. Nash.
Third Nat. Bk. Nash.
Buckner's Nat. Bk. St. L.
Second Nat. Bk. Jackson
Cnst. L. L. Harrell Sr.

Cash & DFB
U.S. Obs.
State & Mun. Obs.
Oth. Bds & Sec.
Lns & Disc.
Other Assets
Total

Deposits
Capital
Surplus
Und. Prof.
Reserves
Total

Bank of Trenton and Trust Company

115 High St. Box 87 38382
Tel 901/855-2121 87-150/843
State Est. 1903 Tr Pwrs
Mem. FDIC ABA SIBA BMA
Par \$25 Div \$10
Emp ID No. 62-0123680

Officers & Directors
*Robert F. Patterson, ChBd&Pres
A. B. Boggs, VP, Dir.
E. C. Hudson, AVP
H. A. McMackin, AVP
Mrs. Johanne S. Williams, AC
Mrs. Helen Dunn, AC
Mrs. Mary Kaye Campbell, AC
James Horne, AC
Robert F. Patterson Jr., AC

Other Directors Contd
W. D. Forrester
C. F. House
R. W. Kinton, Jr.
Marion T. Long
D. E. Fogg
Hunter Perlee
George P. Putnam
C. B. Singleton, Jr.

Correspondents

First Nat. City Bk. NY
Merchants Tr. Co. NA St. L.
First Nat. Bk. Mphs.
Union Planters Nat. Bk. Mphs.
First Amer. Nat. Bk. Nash.
Third Nat. Bk. Nash.
Second Nat. Bk. Jackson

Cash & DFB
U.S. Obs.
State & Mun. Obs.
Lns & Disc.
Other Assets
Total

Deposits
Capital
Surplus
Und. Prof.
Reserves
Total

Citizens State Bank

5 Court Box 177 38382
Tel 901/855-2661 87-714/843
State Est. 9-22-1923
Mem. FDIC ABA SIBA BMA
Par \$25 Div \$4.50
1 City Br.

Officers & Directors
J. L. Dawidde, ChBd
*A. A. Argus, Pres. Dir.
F. C. Harper, VP&Cash, Dir.
Mrs. Esther C. Nowell, VP
H. H. Bunch, VP
Vance Thornton, AC
Highway 45 By Pass Br. Hwy. 45
By Pass 38382

Other Directors Contd
Tel 901/855-1813
Mrs. Donna H. Wood, VP

Other Directors
R. A. Davidson
J. W. Hall
J. E. Hendrix
R. S. Hudson
J. C. McMillan

Other Directors Contd

R. S. Pheasant
Correspondents
Merchants State Bank, Nashville
First Amer. Nat. Bk. Nash.
Union Planters Nat. Bk. Mphs.
First Nat. Bk. Mphs.

Cash & DFB
U.S. Obs.
State & Mun. Obs.
Other Assets
Total

Deposits
Capital
Surplus
Und. Prof.
Reserves
Total

TREZEVANT—Pop. 877

Farmer's and Merchants Bank
Box 108 38258
Tel 901/669-9900 87-269/843
State Est. 1916
Mem. FDIC, ABA SIBA

Officers & Directors
R. H. Argus, ChBd
*A. A. Argus Jr., Pres. Dir.
George L. Atwood, VP, Dir.
Belle J. Higgins, Cash

Other Directors
R. E. Smith, Jr.
W. M. Walker

Carroll County—FRD 8 Memphis—Map D2

First Amer. Nat. Bk. Nash.
Union Planters Nat. Bk. Mphs.
First Nat. Bk. Mphs.

Cash & DFB
U.S. Obs.
State & Mun. Obs.
Lns & Disc.
Other Assets
Total

Deposits
Oth. Liab.
Capital
Surplus
Und. Prof.
Reserves
Total

EXHIBIT "A"

Senate Candidates Spent \$1.5 Million

By LARRY DAUGHTREY

Candidates for the U.S. Senate in the August primaries spent in excess of \$1.5 million dollars in their races, with unopposed Republican incumbent William Brock spending the most.

Candidates in the crowded Democratic field were forced to dip heavily into personal funds or make bank loans to run their campaigns.

BROCK, WHO HAD no opposition in the Republican primary, spent \$392,000 and had \$38,000 left over to transfer to his general election campaign fund.

That fund had a balance of \$144,000 for the fall campaign at the start of September, meaning that Brock so far has raised about \$500,000.

Democratic nominee James Sasser led the spending in his primary with \$320,000, but he finished the campaign more than \$100,000 in debt and with his campaign coffers virtually empty.

TOM BELL, BROCK'S campaign manager, estimated yesterday that the

Sasser borrowed \$100,000 from a bank in Tracy City to pour into the campaign bringing to \$125,000 the amount he borrowed.

At the start of September, the Sasser campaign reported only \$2,626 cash on hand.

The federal campaign law allows special interest and lobbying groups to form Political Action Committees to contribute up to \$5,000 to federal candidates, and both Sasser and Brock made liberal use of this device in the primaries.

BROCK RECEIVED contributions from such groups as the Airline Pilots Association, \$200; American Dental PAC, \$5,000; American Textile Industry PAC, \$1,000; Auto and Truck Dealers PAC, \$5,000; Tennessee Dental PAC, \$1,000; Textile Industry PAC, \$1,000; and Weyerhaeuser Lumber PAC, \$1,000.

Most of Sasser's PAC contributions came from labor groups, such as the Garment Workers, \$4,000; Machinists, \$5,000; Auto Workers, \$3,500; Steelworkers, \$2,500; and the Tennessee Committee on Political Education

Political Trust, a far lobbying group.

ALTHOUGH SASSE led the spending in the Democratic primary other candidates came close, also on large sums of borrowed money.

Wealthy Madison businessman Harry Sadler, who finished third, spent \$338,000, including \$168,000 in personal funds and \$150,000 borrowed from Commerce Union and United American banks in Nashville.

Sadler received 54,125 votes, meaning he spent slightly over \$6 per vote.

THE RUNNER-UP, John J. Hooker Jr., spent \$248,000, including \$75,000 of his own money. Hooker received many \$1,000 contributions from family members and wealthy business friends across the country. One \$1,000 contribution came from entertainer Andy Williams.

Smyrna lawyer David Bolin, the fourth place finisher, spent \$120,000, including \$20,000 of his own money and a \$20,000 bank loan.

The reporting forms filed by Sasser and Hooker shed some public light on a long-known fact of Demo-

EXHIBIT "B"

**Itemized Receipts,
Contributions, Ticket Purchases, Loans,
Rebates, and Transfers for Line
Numbers 15, 16, 17 and/or 18 of FEC Form 3**
(see Instructions on back)

Name of Candidate or Committee in full
SASSER FOR SENATE COMMITTEE

Full Name, mailing address and ZIP code James R. Sasser 6027 Hillsboro Road Nashville, Tennessee 37215	Date (month, day, year) 7/22/76	Amount of each receipt this period 25,900.00
Principal place of business	Occupation Candidate	Date (month, day, year) 7/28/76
	<input type="checkbox"/> Check if Contributor is self-employed	Amount of each receipt this period 22,500.00
	Aggregate Year-to-Date ▶ \$ 114,000.00	

Full Name, mailing address and ZIP code	Date (month, day, year)	Amount of each receipt this period
Principal place of business	Occupation	
	<input type="checkbox"/> Check if Contributor is self-employed	
	Aggregate Year-to-date ▶ \$	

Full Name, mailing address and ZIP code	Date (month, day, year)	Amount of each receipt this period
Principal place of business	Occupation	
	<input type="checkbox"/> Check if Contributor is self-employed	
	Aggregate Year-to-date ▶ \$	

Full Name, mailing address and ZIP code	Date (month, day, year)	Amount of each receipt this period
Principal place of business	Occupation	
	<input type="checkbox"/> Check if Contributor is self-employed	
	Aggregate Year-to-date ▶ \$	

Full Name, mailing address and ZIP code	Date (month, day, year)	Amount of each receipt this period
Principal place of business	Occupation	
	<input type="checkbox"/> Check if Contributor is self-employed	
	Aggregate Year-to-date ▶ \$	

Full Name, mailing address and ZIP code	Date (month, day, year)	Amount of each receipt this period
Principal place of business	Occupation	
	<input type="checkbox"/> Check if Contributor is self-employed	
	Aggregate Year-to-date ▶ \$	

Subtotal of receipts this page (optional) ▶	\$
Total this period (last page this line number only) ▶	\$ 78,400.00

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615/256-7736

STATEMENT FOR RELEASE AFTER 9:30 A.M., June 23, 1976

Press Secretary: Charles Holmes

It is time to restore trust and faith in our government. It disturbs me that many Americans no longer look upon their elected officials with confidence. Because there have been so many stories of actions taken in secret, people question the motives of their leaders. I believe those in office and those seeking office should be as open with the public as possible.

As I promised several weeks ago, I am making a full personal financial disclosure. I want the people of Tennessee to know that I am not running for the office of United States Senator for personal financial gain. I am not seeking this office to enrich my friends or associates.

I feel the best way for the people of Tennessee to understand my position is for me to make this financial disclosure. I am providing the public, through the press, a statement on my financial condition and a copy of my 1975 income tax form. As you will note, one dollar out of every five I earned last year went to the United States Treasury.

My family and I have been fortunate to achieve our present financial level. By some standards it is quite modest. But for someone who spent his early years growing up in rural Tennessee, I feel proud of what I have accomplished.

(END)

A copy of our report is on file with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

It's time Washington heard You.

EXHIBIT "D"

Jim Sasser for your U.S. Senator

P.O. Box 1450 Nashville, Tennessee 37202 615/256-7736

page two, financial disclosure statement, June 23, 1976

However, no matter how you view the figures of the accompanying report, there is nothing in them that I am ashamed of.

My income is from my work as an attorney and from the interest on a rather modest savings. My wife, Mary, has a small antique business.

Both her income and mine have decreased substantially this year as each of us have been campaigning across the state.

All the assets and liabilities listed in the accompanying statement are as of June 14, 1976. There is no special significance to that date. We just had to choose a day and begin compiling values of that date.

The step I am taking today is not uncommon in this political year. Many people seeking public office this year -- including most of those who at the first of the year were running for President -- have made similar disclosure statements. The President of the United States has made a personal financial disclosure. I applaud those who have done so. I hope all seeking the office of United States Senator from Tennessee, regardless of political party, will disclose their financial position so the people of Tennessee will have this information in making their choice for Senator.

I will be happy to answer questions on my financial statements or any other question you have on the U.S. Senate race.

A copy of our report is on file with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

It's time Washington heard You.

CC #1584
MUR 234

The Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

RECEIVED 12:17

762414

COMPLAINT OF POSSIBLE VIOLATION OF
FEDERAL ELECTION CAMPAIGN LAWS BY
U.S. SENATORIAL CANDIDATE JAMES R.
SASSER OF TENNESSEE

My name is C.D.Hopkins, Sr.; I reside on North
College Street in Mt. Pleasant, Tennessee; and my telephone
number is (615) 379-4640.

I am a member of the Election Commission of Maury
County, Tennessee, and while I am not an expert on the Federal
Election Campaign Laws, I believe one of Tennessee's U.S.
Senatorial candidates, James R. Sasser, and/or his principal
campaign committee has violated said laws in connection with
a loan from the First National Bank of Tracy City, Tennessee.

According to the Fall 1975 Edition of Polk's World
Bank Directory, said bank was established in 1904 as a national
bank and has a total of approximately \$400,000 in capital,
surplus and undistributed profits. (Exhibit A) As I read
12 USC 84 the total unsecured obligations to any national
bank of any person "shall at not time exceed 10 per centum"
of the amount of such capital and surplus. Therefore, I
believe it unlawful for the First National Bank of Tracy City
to loan one person more than approximately \$40,000 without
collateral.

However, according to the media in our area, candidate Sasser received a loan or loans totaling \$100,000 or so from said bank before the primary (Exhibit B) which apparently became part of the \$114,000 reported by said candidate as being contributed by him personally. (Exhibit C)

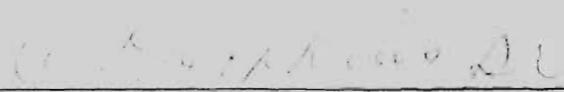
The candidate's press release of June 23, 1976, (Exhibit D) and the accompanying financial statement (Exhibit E) show the candidate and his wife, jointly, have a net worth of approximately \$175,000. Local bankers consider it well outside of the ordinary course of banking business to lend \$100,000 without collateral to a person with no larger net worth. It appears obvious that Mr. Sasser could not have secured such a loan in the ordinary course of business from a bank in a county over 100 miles from his home and in which he has no business dealings, if he was not the leading candidate in the Democratic Primary.

Therefore, I suggest there is more than reasonable cause to believe that Mr. Sasser's loan or loans constitutes an unlawful contribution under 2 USC 441 b in that it is not "in accordance with applicable banking laws and regulations" and not "in the ordinary course of business". The violations appear to involve not only the candidate and his principal committee, but also the bank and its consenting officers and directors.

Since said bank is a contributor under Sections 431 and 441 b, I believe the loans should have been included in reports to the commission as a contribution, so there is probably a reporting violation as well as violations in the making, receiving, and consenting to the loans.

This method of securing campaign funds appears to violate both the letter and the spirit of the law, and I respectfully request an immediate investigation into this matter, so that its effect upon the current campaign may be minimized and that the situation be corrected if found by the Commission to violate the law and regulations adopted pursuant thereto.

I am not filing this complaint on behalf of, or at the request or suggestion of, any candidate, but as a lawyer who has spent many years on a local Election Commission striving to secure fair elections in accordance with Federal and State Laws.



C.D. HOPKINS, SR.

STATE OF TENNESSEE

COUNTY OF MAURY

I, C.D.Hopkins, Sr., being first duly sworn, make oath that the facts and opinions stated in the foregoing complaint are true and correct to the best of my knowledge, information and belief.

C.D.HOPKINS, SR.

SWORN TO AND SUBSCRIBED before me this the 18
day of September, 1976.

J. W. Brown
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Jan 23, 1978

September 30, 1976

MEMORANDUM TO: The File
FROM: Lyn Oliphant¹⁰
RE: MUR 216

Charles Turner, a director of First National Bank of Tracy City, Tennessee, telephoned re our letter dated September 22, 1976, informing him of the Commission's finding reason to believe.

I told him that we would be holding rigidly to the October 8, 1976 deadline for his response.

He said he thought "ordinary course of business" meant only a loan that was not repaid. He said he and two other persons own 84% of the bank in question and they knew Sasser and wanted to help him out when he ran for office. Turner also said that his wife was a legal secretary in Sasser's law office. He said they'd make a loan like this for any friend who wanted the money either to run for office or to start a business. Turner also indicated that he had no intention of doing anything wrong; that this is the "way they do things out here in the country."

He asked if he had to supply us with the names of the people who had other loans since he thought that would violate their confidentiality. I told him the other information and details concerning the loans, minus the names would probably be sufficient, but that if he couldn't provide us with sufficient detail we did have subpoena power.

01 OCT 1976

Mr. Charles N. Turner
Director
First National Bank of Tracy City
Tracy City, Tennessee

Re: MUR 239 (76)

Dear Mr. Turner:

This letter is to inform you that another complaint, MUR 239, has been filed against James Sasser, alleging that the \$100,000 loan made by the First National Bank of Tracy City is in violation of 2 U.S.C. §441b. In view of the fact that this complaint involves one of the allegations in MUR 216, (about which you received a letter dated September 23, 1976), we are merging the two matters.

The allegations in this complaint may be addressed in your response to MUR 216.

Sincerely yours,

Signed: John G. Murphy, Jr.

John G. Murphy, Jr.
General Counsel

01 OCT 1976

Mr. George Barrett
Barrett, Brandt & Barrett, P.C.
Ninth Floor
Third National Bank Building
Nashville, Tennessee 37219

Re: MUR 239 (76)

Dear Mr. Barrett:

This letter is sent to you in your capacity as Mr. James Sasser's attorney. Attached you will find a copy of a complaint, MUR 239, filed by Mr. C.D. Hopkins Sr., alleging a violation of the Federal Election Campaign Act, as amended, by Mr. Sasser. Since the allegation in this complaint is the same as one of the allegations in MUR 216, about which the Commission found reason to believe on September 21, 1976, these MURs will be merged.

It will not be necessary for you to respond separately to this complaint. Your response to MUR 216 which we requested in our letter dated September 22, 1976, may address any additional points contained in this complaint concerning the loan from the Tracy City National Bank.

Sincerely yours,

Signed: John G. Murphy, Jr.

John G. Murphy, Jr.
General Counsel

Loliphant:amh:9/27/76:MUR FILE

7860445284

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

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

Show to whom and date delivered..... 15¢

Show to whom, date, & address of delivery.. 35¢

RESTRICTED DELIVERY.
Show to whom and date delivered 65¢

RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. **ARTICLE ADDRESSED TO:**

Mr. Hopkins

3. **ARTICLE DESCRIPTION:**

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
----------------	---------------	-------------

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE Addressee Authorized agent

William B. Hopkins

4. DATE OF DELIVERY POSTMARK

10 4-76

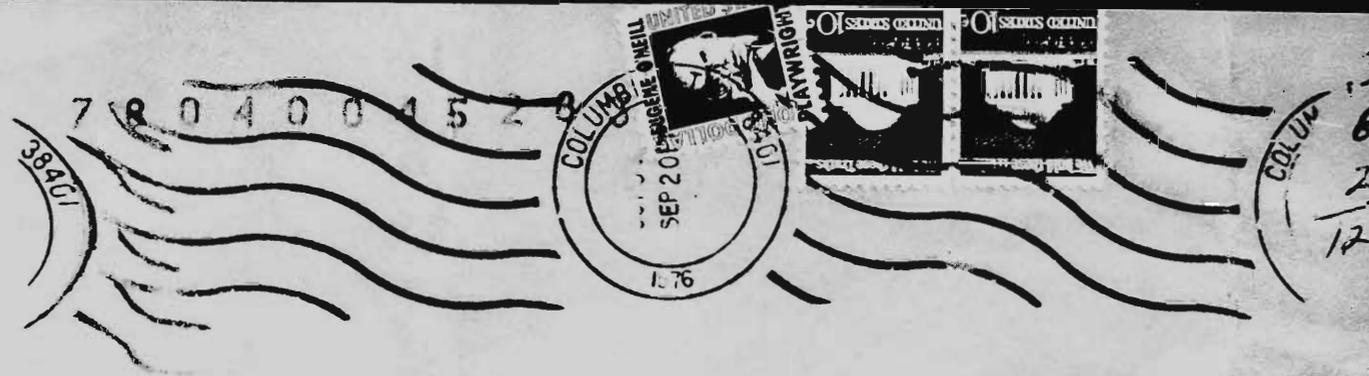
5. ADDRESS (Complete only if requested)

10 4-76

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MR. JOHN MURPHEY
GENERAL COUNSEL
THE FEDERAL ELECTION COMMISSION
1325 K STREET, N.W.
WASHINGTON, D.C. 20463

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FEDERAL ELECTION COMMISSION

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
James Sasser

)
)
)

MUR 216 (76)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on September 21, 1976, the Commission determined by a vote of 5-0 that there was reason to believe that a violation of the Federal Election Campaign Act of 1971, as amended, had been committed in the above-captioned matter. Voting that there was reason to believe were Commissioners Aikens, Harris, Staebler, Thomson and Tiernan. Commissioner Springer was not present.



Marjorie W. Emmons
Secretary to the Commission

Commission's Proposed Regulations §104.2(b)(5) and §114.2.

(2) Lease and Use of Private Aircraft. That a corporation was set up for the purpose of leasing an airplane to the respondent at a rate less than full cost; that respondent travelled on other private aircraft without reporting such travel expenditures; that respondent did not report the actual number of hours flown on leased corporate planes. These allegations set forth possible violations of both 2 U.S.C. §441b and 2 U.S.C. §434(b)(9).

(3) Unreported Travel. That respondent travelled for campaign purposes at the expense of the State of Tennessee without reimbursing the State or reporting the expenses, in possible violation of 2 U.S.C. §434(b)(9). See also Proposed Regulations, §106.3(e).

(4) Party Contributions and Expenditures. That the Democratic Party of Tennessee contributed funds to the candidate and made expenditures on his behalf which were not reported by either the candidate or the Party, in possible violation of 2 U.S.C. §434. This includes expenses incurred at the Democratic National Convention and a trip to Los Angeles.

In addition, our review of respondent's reports indicates a possible reporting violation with respect to \$48,000 paid to an advertising agency for expenses and fees from May 18 through June 15, 1976.

II. Evidence

The complainant supplied newspaper articles to substantiate the allegations regarding the unsecured loans. The articles, both dated July 31, 1976, report that respondent admitted to having borrowed \$125,000 to finance his campaign. The articles also indicate that a possible connection between a Tennessee Democratic Party associate and friend of respondent's, Jake Butcher, and the banks from which the loans were received, may explain why such loans were made without any security.

Regarding the lease and use of private aircrafts, complainant alleges that he and respondent attended most of the same political gatherings across the State, yet respondent only reported 38 hours of logged air time on leased aircraft while complainant reported 120 hours. Furthermore, when complainant attempted to gain access to the corporate charter of Aviation Group Associates, Inc., to establish a connection between ownership of such corporation and respondent, complainant was allegedly informed by the Secretary of State's office that the charter was either lost or misplaced. Complainant was also unable to gain access to the plane's log book to verify the amount of air time respondent leased the plane.

Complainant alleges that respondent continued to fly on the State of Tennessee aircraft after his resignation as Democratic Party Chairman. However, no evidence is provided concerning this allegation.

The Complainant's allegation that the Democratic Party expended money on respondent's behalf is based on the fact that the Party raised \$250,000 to be used in 1976 elections yet reported no expenditures on behalf of its former Party Chairman.

The response to the complaint consists of several affidavits (including one from Mr. Sasser) along with supporting material.

Respondent admits to having received two bank loans to finance his campaign, one of \$25,000 and one of \$100,000 both of which were unsecured. His answer alleges that he was only required to report the \$25,000 which he loaned to the committee. Although the \$100,000 was also for campaign purposes, he asserts that he was not required to report it until he loaned it to the committee. In each instance, a copy of the loan note is attached including an affidavit from the Bank's Director stating that the loan was made in accordance with applicable banking laws and regulations and in the ordinary course of business.

The candidate's reports show the original \$25,000 loan, but only as a loan from the candidate to his committee. The original source of the loan is not reported. An additional \$40,000 is reported in the Pre-Election Report Report, but again, it is reported only as a loan from the candidate to the committee, providing no details on the origin of the money. At the present time, the remaining \$65,000 from the loans has not been reported.

Concerning the lease and use of private aircraft, the respondent merely asserts that all travel expenditures have been reported. He admits to having attended many party rallies and political gatherings across the State, but denies that he travelled to these on private aircraft. Respondent provided no information about the corporate-owned aircraft, leased from Aviation Group Associates, Inc. He says that since all travel was paid and accounted for, the ownership of the plane, the log books and further information are irrelevant. An accompanying affidavit from the bookkeeper of the Sasser for Senate Committee states that "true copies of various documents relating to the use of and payment for air travel by the Jim Sasser for Senate Committee" are attached. The copies of checks and receipts provided exceed what is reported by the committee for travel, even

in the months of June and early July, which should have been covered by the July 10 Quarterly Report and the Pre-Election Report. Confirmations of lease agreements signed in June and July are also attached. These provide no information regarding actual hours of use or itinerary, but quote a rate of \$35 per hour for the plane.

The candidate's reports show no expenditures for airplane rental or travel prior to June 1976.

Regarding the allegations concerning travel on the State airplane and contributions and expenditures by the Democratic Party of Tennessee, respondent denies having travelled on the State airplane after his resignation and denies having flown anywhere at the expense of the Democratic Party after his resignation. Respondent claims to have paid for the trip to the convention by American Express, but he attached no receipts; he attached copies of personal checks to American Airlines which he asserts are for the trip to Los Angeles. An affidavit from the Treasurer of the Democratic Party of Tennessee is attached which states that no money was expended on behalf of any candidate in the primary.

III. Analysis and Recommendation

A. Complainant's Allegations

(1) On the basis of the newspaper articles supplied by complainant and respondent's affidavit, it appears to be uncontroverted that respondent has received \$125,000 in bank loans for the purpose of financing his campaign. It is our view that regardless of whether or not this money has actually been used in the campaign, the respondent's failure to fully report its receipt or its source, constitutes a violation of 2 U.S.C. §434(b)(5).

This view is plainly supported by the legislative history of the 1976 Amendments to the Federal Election Campaign Act of 1971 which changed the definition of contribution in §431(e)(5)(G) to exclude national bank loans made in the ordinary course of business. This history indicates that such loans must be reported, including their original source, as in existing law. See Conf. Rpt. No. 94-1057, 94th Cong. 2d Sess., pp. 36-37 (1976). §104.2(b)(5) of the Commission's proposed regulations reflects this view.

Respondent asserts that he was informed by the Office of Information on May 27, 1976 that he need not report a loan made to the candidate by a bank until it was actually used in the campaign. However, the Office of Information cannot verify having spoken with respondent's treasurer, and they are not certain what advice they would have given

him. In any event, such an interpretation would have been contrary to existing law (see supra). It also should be noted that §104.2(b)(5) of the Commission's proposed regulations had been published in the Federal Register on May 26, 1976, one day prior to the alleged conversation.

With respect to the banks, there is reason to believe that the \$100,000 was not made in the ordinary course of business and was therefore a corporate contribution under 2 U.S.C. §441(b)(2). We premise this conclusion on the fact that the loan was for a substantial sum, and was unsecured. In addition, apart from indicating that the loan was made "in the ordinary course of business" respondent has failed to furnish any information as to the basis on which the loan was granted.

In this connection it should be noted that there is no precise legal formulation as to what is "ordinary course of business." Interpretation of the phrase will apparently depend upon an examination of the loan policy of the individual bank and the credit history and financial status of the respondent. In addition, this office has been advised by Mr. John Miller, head of the Legal Advisory Service of the Comptroller's Office in the Treasury Department, that many banks have loan policies which do not allow any large, unsecured, demand loans to be made.

(2) The Candidate's total expenditures reported through the primary election amount to \$218,315.86. His total expenditures for travel, however, amounted to only \$7,835.16, some of which may not even be candidate travel, but may include staff expenditures. Furthermore, there are no reported expenditures for airplane rental or travel until June 1976, in spite of the fact that respondent registered as a candidate on February 23, 1976 and announced his candidacy in March, 1976.

Respondent supplied cancelled checks to back up travel expenditures. However, the total payments to pilots from the cancelled checks far exceed the reported expenditures, during the period covered by the July 10 Quarterly Report and the Ten Day Pre-Election Report.

In view of the information presently available we are of the opinion that there is reason to believe a violation of 2 U.S.C. §434(b) has occurred. Since the candidate reported no expenditures between March and June, 1976, and offered no information except that all travel has been reported, inquiry should specifically be addressed to the question of travel during the period from March through May. The complainant alleged that during this time the respondent travelled on other private aircraft and also at the expense of the State Democratic Party. Respondent's answer admits to having attended many of the same gatherings

as complainant, but provides no specific information regarding which entries in his reports reflect such travel.

Additionally, if the corporate owned aircraft was not leased by respondent at full cost, this may be a violation of 2 U.S.C. §441b. It is impossible from the manner in which respondent reported travel expenditures to calculate the total hourly cost of leasing the planes, since the pilot fees and gasoline were paid for separately from the actual hourly rate for the plane. The respondent should be asked to provide specific information concerning the actual number of hours for which the plane was leased and to compute the actual total hourly cost, in order that a determination may be made as to whether the cost reported as lease expenditures covers the actual use of the plane.

(3) Respondent has denied travelling on State aircraft since his resignation as Party Chairman. Although complainant supplied no evidence regarding this point, in light of the analysis in (2), supra, inquiry should be made to establish what travel was made during the period from March through May and where this is reported.

(4) The Democratic Party of Tennessee supplied an affidavit from its Treasurer stating that no funds were expended on behalf of any candidate in the primary on August 5, 1976. Since this controverts an unproven information and belief allegation, we are of the view no further inquiry into this issue is necessary.

B. Other Possible Violations

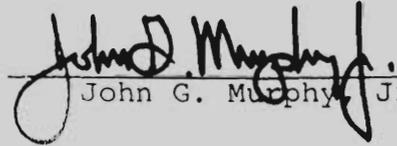
In the course of reviewing the respondent's reports, it was noted that over \$48,000 was paid to an advertising agency for "expenses" and "fees" from May 18 through June 15, 1976. However, the committee's reports reflect individual expenditures for advertising on radio, TV, newspapers, billboards, bumperstickers, etc. In view of the amount of these expenditures to the agency, inquiry should be addressed to what these fees were for, since the individual advertising costs appear to have been paid directly by the committee, not through the agency.

IV. Conclusion

It is recommended that the Commission find reason to believe violations of 2 U.S.C. §434(b) have occurred regarding respondent's failure to properly and fully report loans and travel expenditures. It is also recommended that the Commission find reason to believe that the \$100,000 loan to the candidate was not made in the ordinary course of business, as required by 2 U.S.C. §§431(e)(5)(G)

and 441b(b)(2). There may also be reason to believe that respondent has committed violations with respect to the \$48,000 in fees paid to the advertising agency.

The respondent should be allowed a reasonable opportunity to demonstrate that no action should be taken against him by addressing the questions posed in the attached letter. The General Counsel is prepared to recommend a field investigation, if respondent's answer to the accompanying letter does not resolve the issues herein.


John G. Murphy, Jr.

DATE: September 15, 1976

22 SEP 1976

Mr. George E. Barrett
Barrett, Brandt & Barrett, P.C.
Ninth Floor
Third National Bank Building
Nashville, Tennessee 37219

Re: MUR 216 (76)

Dear Mr. Barrett:

This letter is sent to you in your capacity as counsel to James Sasser, respondent in the above-numbered matter.

Based on the allegations set forth by complainant, your response thereto, and our review of pertinent records, the Commission has found reason to believe that Mr. Sasser is in violation of the Federal Election Campaign Law of 1971, as amended. Specifically, the Commission's finding is as follows:

(1) Complainant alleges that Mr. Sasser received an unsecured \$25,000 loan from the United American Bank of Nashville, Tennessee and an unsecured \$100,000 loan from the Tracy City National Bank, both for the purpose of aiding his campaign. Our records indicate that Mr. Sasser has reported making a \$25,000 loan to his campaign on June 15, 1976, and a total of \$40,000 in loans on July 14, July 19, and July 21, 1976, but that he has failed to indicate the source of the funds for either loan. The failure to report the bank loans furnishes reason to believe that §434(b)(5) has been violated.

(2) In view of the exceedingly large amount of the loans and the fact that they were unsecured, the Commission has reason to believe that they were not made in the ordinary course of business and are, therefore in violation of 2 U.S.C. §441b(a) as an illegal corporate contribution accepted by Mr. Sasser.

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(3) With regard to the candidate's travel expenditures, the Commission has reason to believe they were not fully reported, in violation of 2 U.S.C. §434(b).

Under the Act, Mr. Sasser has an opportunity to demonstrate that no action should be taken against him. In particular, we would appreciate if he would respond to the following issues:

(1) Regarding the \$25,000 and \$100,000 loans, we require the following:

(a) the names of the co-signers or guarantors for the loans (if any);

(b) all pertinent documentation regarding the loans, such as loan applications, financial statements;

(c) whether any repayment has been made on either loan. If repayment has been made, please supply the details, and pertinent documentation.

(2) Regarding Mr. Sasser's travel expenditures, please provide a copy of Mr. Sasser's campaign travel itinerary, including all those trips made by authorized agents travelling in his behalf, from the period March, 1976, to August 5, 1976. Provide an itemized breakdown on such travel costs and indicate where these expenditures are reported. This should include each occasion on which Mr. Sasser has flown on a private airplane since resigning as Democratic Party Chairman, including information concerning the ownership of such planes, actual hours flown, departure point and destination, purpose of trip and names of accompanying persons.

The listing should be accompanied by any documentation you deem pertinent, such as bills, receipts, or plane log books.

(3) Additionally, in the course of reviewing Mr. Sasser's reports in light of this complaint, it came to our attention that the July 10 Quarterly Report shows over \$48,000 paid to Eric Ericson & Associates from May 18, 1976 to June 15, 1976. Please indicate the purpose of the expenditure and provide copies of bills which itemize these expenditures.

22 SEP 1976

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Charles N. Turner
Director
First National Bank of Tracy City
Tracy City, Tennessee

Re: MUR 216 (76)

Dear Mr. Turner:

This letter is in reference to complaint, MUR 216, filed against James Sasser, regarding which you submitted an affidavit to the Commission dated August 28, 1976. The Commission has found reason to believe a violation of 2 U.S.C. §441b has occurred in connection with the \$100,000 loan to Mr. Sasser from the Tracy City National Bank. 2 U.S.C. §431(e)(5)(G) provides that loans made in the ordinary course of business by national or State banks are not contributions. However, loans not made in the ordinary course of business are corporate contributions, prohibited under 2 U.S.C. §441b. In view of the fact that this loan was unusually large and unsecured, the Commission has found reason to believe the loan was not made in the ordinary course of business.

Before taking any further action, however, the Commission will provide you with a reasonable opportunity to respond pursuant to 2 U.S.C. §437g(a)(4). This response should be in the form of an affidavit. Specifically, with reference to your previous affidavit, please explain how this loan is in "the ordinary course of business," providing details on the loan policy of your bank, particularly in reference to unsecured, demand loans. Your affidavit should also address the question whether the Tracy City National Bank has any other loans, similar in amount and in terms, to Mr. Sasser's and under what conditions and for what purposes such loans were made.

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The Commission must consider all such matters expeditiously; accordingly, please submit your response within ten days, including any other factual or legal materials you deem relevant to our inquiry.

Please feel free to contact us if you have any questions. The staff member assigned to this case is Lyn Oliphant (telephone no. 202/382-4055).

Sincerely yours,

Signed: John G. Murphy, Jr.

John G. Murphy, Jr.
General Counsel

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PS Form 3811, Mar. 1976

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 Show to whom, date, and address of delivery 85¢

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 Mr. Charles Turner

3. ARTICLE DESCRIPTION:
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 | 438070 | |

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE Addressee Authorized agent
 G. B. Richards

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CC #463
MUR 216

GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR.
JAMES R. KNIFFEN
CHARLES R. RAY

August 28, 1976

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2202

Mr. John G. Murphym ~~Mr.~~
General Counsel
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

RE; Complaint of Harry Sadler against James R. Sasser,
Candidate for U. S. Senate, State of Tennessee,
Case No. MUR 216 (76).

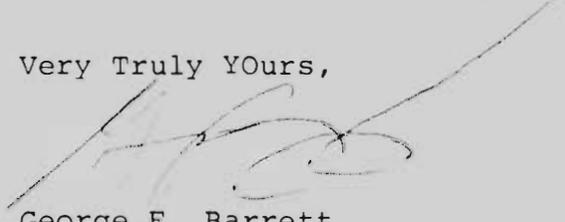
Attn. Ms. Lynn Oliphant

Dear Mr. Murphy;

Pursuant to my telephone conversation of yesterday, August 27, 1976, with Ms. Oliphant, I am enclosing a notarized statement of Mr. Turner, with a copy of the note attached. This completes our statement, with affidavits and attachments, on behalf of Mr. Sasser response to Mr. Sadler's charge.

YOur prompt handling of this matter will be greatly appreciated. Please acknlwledge receipt of this statement with attachment.

Very Truly YOurs,


George E. Barrett

UNITED STATES OF AMERICA
FEDERAL ELECTION COMMISSION
WASHINGTON, D. C.

IN RE: Complaint of Harry Sadler
James R. Sasser, Respondent
Candidate for U.S. Senate

NO. MUR 216 (76)

A F F I D A V I T

STATE OF TENNESSEE)

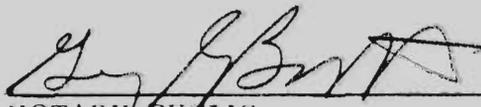
COUNTY OF GRUNDY)

My name is Chas. N. Turner, and having been first duly sworn, state that I am a Director and member of the Loan Committee of The First National Bank of Tracy City, Tennessee. On June 11, 1976, James R. Sasser applied for a loan from the First National Bank of Tracy City for the amount of \$100,000.00. Upon examination of his financial status, earning capacity, character, and credit experience, I approved the loan at a normal rate of interest, on Mr. Sasser's signature, without any additional collateral. The Bank did require Mr. Sasser to escrow the first years' interest on the loan and to buy Credit Life Insurance. This loan was made in accordance with the applicable banking laws and regulations and in the ordinary course of business. (See Attached #1).

The loan of The First National Bank of Tracy City was made to Mr. Sasser personally. This Bank will therefore expect Mr. Sasser to be personally responsible for the repayment of this loan.

Further Affiant saith not.

Subscribed to and sworn before me
this 28 day of August, 1976



NOTARY PUBLIC



CHAS. N. TURNER, DIRECTOR
FIRST NATIONAL BANK OF TRACY CITY

MY COMMISSION EXPIRES:

July 31, 1978

Name

TRACY CITY TENNESSEE 19

After date, for value received, the undersigned Maker(s), (if more than one, jointly and severally) promise to pay to the order of:

THE FIRST NATIONAL BANK OF TRACY CITY
AT ITS BANKING HOUSE IN TRACY CITY TENNESSEE

One hundred thousand and no/100 DOLLARS

with interest thereon from date until fully paid, at the rate of 9 per cent per annum,
interest payable on demand

PROCEEDS	FILING FEES	COMPUTER FEE	AMOUNT FINANCED	FINANCE CHARGE	TOTAL OF PAYMENTS	ANNUAL PERCENTAGE RATE
\$100,000.00	\$ ---	\$ ---	\$100,000.00	\$ ---	\$100,000.00 plus interest	9 %

This loan is unsecured This loan is secured by a Security Agreement dated 19 The Security Agreement will secure future or other indebtedness, cover after acquired property, and cover the following collateral:

At the holder's option, this note may become immediately due and payable for the entire unpaid principal plus accrued interest with the maturity date of this note, or upon the occurrence of any of the events listed below. The holder hereof deems itself insecure, or if there is such a change in the condition of affairs, financial or otherwise of any maker, co-maker, endorser, surety, or guarantor that the holder deems it prudent to do so. Each maker, co-maker, endorser, surety and guarantor hereof jointly and severally agrees to pay this note and guarantees payment hereof and waives demand, protest and notice of dishonor to any extensions and renewals hereof without notice, and consents to the release of the holder hereof with or without consideration of any of them, and agrees that when or at any time after the date hereof the holder hereof may without notice, setoff or charge this note against any bank account or other account then maintained by any of them with the holder hereof or their estate, between any of them and the holder hereof and to pay any deficiency, and agrees in case of any default to pay all costs of collection, including reasonable attorney's fees and legal expenses.

By signing below, the Maker(s)/Borrower(s) sign(s) this note, and also acknowledge the use of a copy hereof as its instrument.

ADDRESS 6027 Hillboro Road Nashville, Tenn, 37215
MONEY ADVANCED FOR

BORROWER(S) COPY
NON-NEGOTIABLE

SHARED SYSTEMS, INC. ST. LOUIS, MISSOURI

\$

DUE DATE

NOTE NO.

PAYMENT EXTENDED

TO 19

TO 19

RENEWAL OF NOTE

NO.

Credit Life & Accident & Health ins. are voluntarily and not required for credit.

CO/L Ins. cost is \$

CO/L Ins. cost is \$

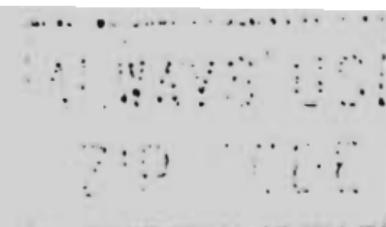
CO/L Ins. cost is \$

SIGNED

DATE 19

BARRETT, BRANDT AND BARRETT P.C.

9TH FLOOR THIRD NATIONAL BANK BLDG.
NASHVILLE, TENNESSEE 37219



Mr. John G. Murphy Jr.,
General Counsel
Federal Election Commission
1325 K. Street, N.W.
Washington, D. C. 20463

DO NOT Open in
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Ms. Oliphant

3 AUG 27 1976

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GEORGE E. BARRETT
ROBERT S. BRANDT
LIONEL R. BARRETT, JR.
JAMES R. KNIFLEN
CHARLES R. RAY

LAW OFFICES
ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219
TELEPHONE 615-244-2202

August 25, 1976

Mr. John G. Murphy, Jr.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

RE: Complaint of Harry Sadler Against James R. Sasser,
Candidate for U.S. Senate, State of Tennessee
Case No. MUR 216 (76)

ATTN: Ms. Lynn Oliphant

Dear Mr. Murphy:

Enclosed herewith is a sworn response with supporting affidavits to the complaint heretofore filed by Harry Sadler against James R. Sasser.

The Commission should be aware of the fact that Mr. Sadler is a graduate of the University of Tennessee Law School. In view of that, it is extremely difficult to read the complaint with its insinuations, innuendos, opinions and allegations, (none of which are based on or cite any facts) and respond to them in an intelligent manner. Despite such, we have attempted to answer the complaint in full. In addition thereto, we have directed our particular attention to those matters which you specifically referred to in the second full paragraph in your letter of August 17, 1976.

In view of the fact that we think that some of the statements made by Mr. Sadler are false or fictitious, we specifically refer the Commission to §437G (a) (1) of the Code of Federal Election Campaign Act, as amended, which incorporates by reference 18 U.S.C. 1001. It may be that Mr. Sadler has made false, fictitious or fraudulent statements or representations with regards to his alleged complaint.

BARRETT, BRANDT & BARRETT, PC

LAW OFFICES ON THE NINTH FLOOR OF THE
THIRD NATIONAL BANK BUILDING
NASHVILLE 2, TENNESSEE 37219

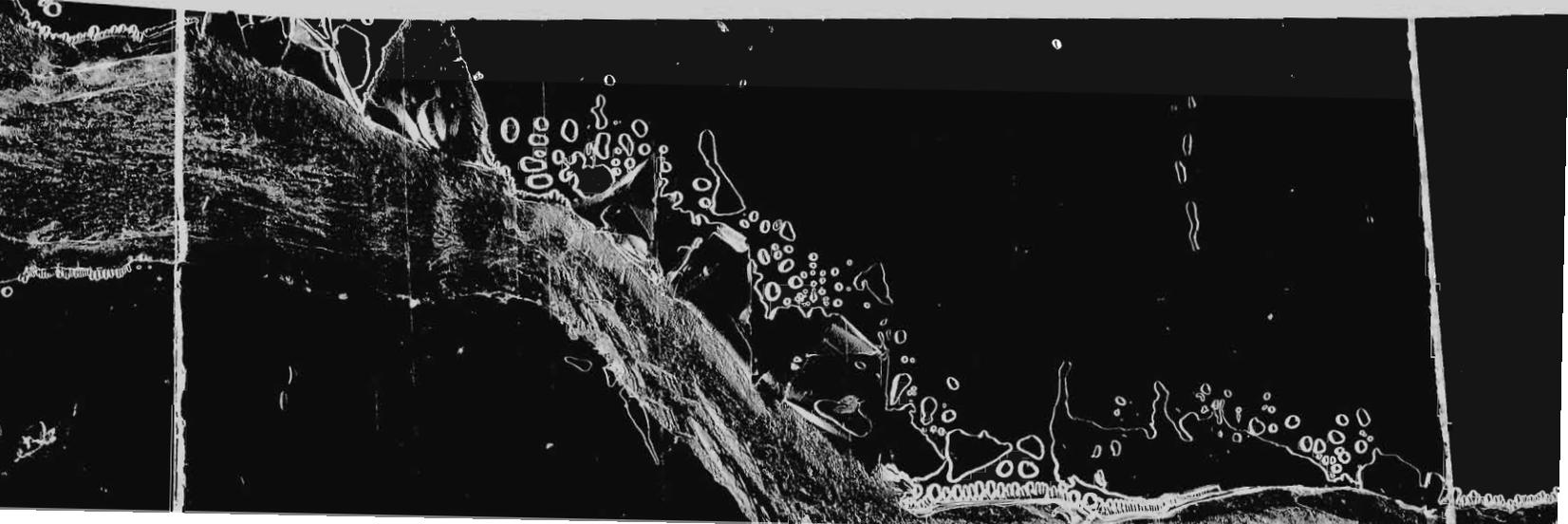


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To: your office
Federal Election Commission
Box A - at New
Washington, D.C. 20463



UNITED STATES OF AMERICA
BEFORE THE FEDERAL ELECTION COMMISSION

IN RE: COMPLAINT OF HARRY SADLER)
AGAINST JAMES R. SASSER)
CANDIDATE FOR U.S. SENATE) CASE NUMBER: MUR 216 (76)
STATE OF TENNESSEE)

Comes the respondent, JAMES R. SASSER, and for an answer to the Complaint heretofore filed against him by Harry Sadler, would state as follows:

The answers to the Complaint are by numbered paragraph identical with the numbered paragraphs of the Complaint heretofore filed by the said Harry Sadler.

1. The respondent states that the conduct complained of by the complainant was conduct which took place while he was the Chairman of the Tennessee Democratic Executive Committee. That such conduct would not appear to be subject to the jurisdiction of the Federal Election Commission. Respondent would further state that at no time during his tenure as State Party Chairman did he travel on State aircraft other than in his official capacity as the Chairman of the State Democratic Executive Committee. Respondent would state that at no time did he claim reimbursement of State expenses he incurred.

2. Respondent denies the fact that he had travelled on State aircraft since his resignation as the Chairman of the State Democratic Executive Committee to attend political rallies and gatherings. Since the respondent never travelled in State aircraft

after his resignation, then he obviously could not have failed, neglected, or refused to reimburse the State.

3. Respondent denies that he travelled in a State aircraft to Los Angeles, California. The plane to which the Complaint refers, owned by the State of Tennessee, is a Lear jet which carries 7 passengers and 2 crewman. The respondent did make a trip to Los Angeles, California in March of 1976, but said trip was made at his own personal expense, as evidenced by copies of his personal check attached hereto as Exhibits 1 and 2. Respondent denies the purpose of said trip was to discuss the campaign for the Democratic nomination for the Senate.

4. Respondent denies the expenditure of any funds of the State Democratic Party while he was Chairman on behalf of candidate [redacted] as advised, [redacted] affidavit attached hereto additional support hereof by Mr. David Dickie, Treasurer of the Democratic Party, that no money was expended by the State Democratic Executive Committee for any candidate in the Democratic Party which took place on August 5, 1976. Respondent is unaware of any substantial contributions made by the complainant to the Democratic State Executive Committee. Respondent is advised that the complainant did purchase \$2500.00 worth of tickets to a New Years Eve Ball held by the Governor and the State Democratic Executive Committee, being New Years Eve, December 31, 1975. Respondent is unaware of any additional contributions of the complainant to the State Democratic Executive Committee.

The State Democratic Executive Committee is the governing body of the Democratic Party in Tennessee, and that as such, it is created pursuant to statute, and its activities are governed by the "Machine Laws" of the State of Tennessee. (T.C.A. §8-4401, et seq.). The books have been, and are open to any reasonable democratic or reasonable request. In addition thereto, accountings of the funds of the Party have been made to every meeting of the State Democratic Executive Committee and released to the press as a matter of public record.

5. Respondent denies that he was furnished free transportation and expenses to attend the Democratic National Convention in New York. Respondent did attend the reception given by the State Democratic Executive Committee in New York on Sunday night prior to the beginning of the convention. The expenses incurred by respondent for that trip were charged to his American Express account and not that of the State nor the Democratic Party.

6. The respondent is unable to respond to Number 6, made only on the basis of complainant's "Knowledge". Respondent admits attending the rallies, some he flew to, others he drove to by automobile. Respondent denies that his wife, or other members of his family travelled to these rallies by "private aircraft." Respondent is unable to respond intelligently to the complaint about the incident in Maryville, Tennessee or to the allegation in regards to Mayor Fulton. Respondent believes the allegations as to Mayor Fulton are unfounded, and grew out of a long-standing animosity that the complainant has had towards the Mayor of Nashville, the Honorable Richard Fulton, dating back to the time that the Mayor was a member of Congress.

In regard to the allegations of the second full paragraph of Paragraph 6, respondent is unable to state when Aircraft Group Associates, Inc. was chartered, but refers the Commission to the affidavit of Dorothy Baker, Bookkeeper for the Committee, which fully explains the various financial transactions between the Sasser for Senate Campaign, and the companies from which planes were leased. Respondent is unaware of whether or not Mr. Gregory has been granted a "lucrative pension account" from the Metropolitan Government, but has been advised by the Mayor of Metropolitan Nashville, Davidson County, Tennessee, that Mr. Gregory is not the recipient of a "lucrative pension account" from the Metropolitan Government. Respondent is somewhat perplexed by the allegations which he denies, on information and belief that he "may be" receiving improper illegal contributions through what corporation is undetermined. Again, respondent refers the Commission to the affidavits of Dorothy Baker, attached hereto and made a part hereof. Since full payment has been made for all air travel, the history of incorporation of any aircraft lessor is immaterial and states no violation of the Act.

7. Respondent is unable to respond to complainant's allegations of his purchase of an aircraft or the number of hours that the complainant used the aircraft. The respondent is unable to recall ever stating the number of hours used by him to charter planes during the course of the campaign. Respondent states that a good deal of travel was done by automobile and commercial aircraft in the campaign. That in response to that allegation, he relies fully upon the attached affidavit of Dorothy Baker, Bookkeeper of the Sasser for Senate Committee.

In response to the second full paragraph of Paragraph 7, respondent relies upon the affidavit of Dorothy Baker, stating fully the relationship of the campaign to various chartered aircraft companies. He is unable to respond as to what the complainant may be advised as to the average costs of operating comparable aircraft.

8. The respondent is unable to respond to the "apparent contradictions" of which the complainant complains about. Respondent is unable to respond as to whether or not efforts were made to reach the pilots of the planes, but he can state in fact that the said pilots have not disappeared. He cannot answer as to the whereabouts of Mr. Aubrey Gregory. He is unable to respond as to whether or not an effort has been made to inspect the log books of corporate airplanes.

9. In response to Number 9, respondent relies upon the affidavit attached hereto and made a part hereof by Mr. Frank Woods, President of United American Bank, and Mr. Roy G. Trussell, President of First National Bank of Tracy City, Tennessee, which fully explains the financial transaction between Mr. Sasser personally and the Banks. Respondent is unaware that Mr. Dick Berry has made any investigation in this matter. The respondent states on information that the Treasurer of his campaign committee, Gary Blackburn, communicated with the Federal Election Commission by telephone on or about May 27, 1976, and was advised by Ms. Sally Bowen, that bank loans to the candidate personally were not such that would trigger a reporting requirement of a candidate. The loans by the candidate to the committee have been fully reported in each report as required by law.

Respondent notes in closing that the allegations are such that the complaint closes with "it would appear that Mr. Sasser has" violated certain laws. Respondent denies the violation of any laws and relies more fully upon this answer, and the affidavits filed pursuant to the request of the Federal Election Commission in its letter of August 17, 1976.

Now, having fully answered the complaint, the respondent moves that it be dismissed without the necessity of any further proceedings.

Respectfully submitted,

BY: *George E. Barrett*
GEORGE E. BARRETT
Barrett, Brandt & Barrett, P.C.
9th Floor, 3rd Nat'l Bank Bldg.
Nashville, Tennessee 37219

BY: *Gary Blackburn*
GARY BLACKBURN
Ortale, Kelly, Herbert & Crawford
23rd Floor, Life & Casualty Tower
Nashville, Tennessee 37219

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

James R. Sasser, being first duly sworn, makes oath that he has read the Response to the Complaint of Harry Sadler and that the response is true to the best of his knowledge, information and belief.

James R. Sasser

JAMES R. SASSER

Sworn to and subscribed before me this 21st day of August, 1976.

[Signature]

NOTARY PUBLIC

MY COMMISSION EXPIRES:

July 31, 1978

People everywhere
believe in Jim Sasser.



"Jim Sasser is a long time friend and one of the hardest working young men I have ever known. Nothing would please me better than to have Jim in the Senate while I'm President and to work closely with him."

—Jimmy Carter

"He has the ability to get things done. He freely admits he does not have all the answers to the problems that the state and the nation faces. But he believes these problems can be solved."

—Wakley County Press

"He is a well-known and respected administrator . . . willing to discuss issues, prepare solutions . . ."

—Clarksville Leaf-Chronicle

"We believe Jim Sasser to be the best suited to serve Tennessee and the nation over the next six years."

—Parsons News Leader

"If Sasser's accomplishments during the time he was party chairman are any indication, he could make Tennessee an effective Senator."

—Knoxville News-Sentinel

"We see Jim Sasser as an honest, hardworking, dedicated man. We believe he will work for the people and we believe he will listen."

—Carroll County News

"James Sasser's sure grasp of the major issues and his solid suggestions for solutions suitable to the times make him the most attractive candidate . . ."

—Chattanooga Times

When people ask me what's wrong with this nation I tell them there's nothing wrong with America that competent, hardworking and responsive leadership cannot correct.

We need leaders who listen . . . leaders who work hard to serve the wisdom of the American people.

"I want to provide Tennesseans with that kind of leadership."

Jim Sasser

I believe in Jim Sasser and I want to help him reach other Tennesseans.

Here is my check for _____
(Make check payable to "Friends of Jim Sasser")

I'd like to volunteer to work in Jim's campaign.

Name _____

Address _____

City _____

State _____ Zip _____

Telephone (home) _____ (office) _____

Mail to: Jim Sasser for U. S. Senate
Box 1450
Nashville, Tennessee 37202
615/256-7736

A copy of our report is on file with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D. C.

Jim Sasser for Senate Committee, Gary Blackburn, Treasurer.

Jim Sasser

a Democrat
for your U.S. Senator



"... a man confident of the present and one testful in hope for the future of this nation."

Camden Chronicle

Vote on November 2nd

He's your man.



Jim Sasser and his father.

"As a child in rural West Tennessee I learned that hard work and dedication are the cornerstones of success. From my father, Ralph Sasser, who served for many years as Director of the Tennessee Soil Conservation Service, I learned that public service is a public trust . . . a trust that must never be betrayed.

These lessons, learned early in life, made a great impact on me. As the father of two young children, I am deeply concerned with their future. I want them to have a government that works hard for their interests . . . a government they can be proud of.

We have a government today that caters to the special interests, the bureaucracy and a wealthy economic elite. My opponent has been in Washington for 14 years. He has been ineffective in his representation of the people of Tennessee. He has neglected our interests while serving the wealthy and powerful.

I seek election to the U. S. Senate because I believe we can have a government that is hard-working and just . . . a government we can be proud of.

I want to go to Washington to help a new Democratic President straighten out the bureaucratic mess and help return control of the government to the people.

I cannot promise to return singlehandedly government to the people but I do promise to try. I will work my hardest to serve your interests effectively and responsively."



Jim Sasser cares about your problems.



Tax Reform. "Our tax laws place an unfair burden on middle and lower income families. We must remove this burden. It will not be easy as the special interests will fight comprehensive tax reform every step of the way . . . but it must be done."

Education. "Quality education is more than important . . . it's essential. I favor removing educational responsibilities from the Department of Health, Education and Welfare and creating a cabinet-level Department of Education. We must also find new sources of funds for local school systems to be used as they wish to use them."

Senior Citizens. "I believe every American, regardless of age, has the right to assume a vital role in our society. We must insure an adequate income upon retirement, ease mandatory retirement laws and protect the solvency of the Social Security System."



Economy. "We cannot continue with the present policies of high inflation and high unemployment. We must cut wasteful governmental spending, reduce excessive interest rates and ensure that every American who wants to work can find a job."

Crime. "When people are afraid to leave their door unlocked, or afraid to be on the street at night, then something must be done . . . now. We must have increased assistance and training for local law enforcement agencies and a system of swift, sure justice."

Government Efficiency. "I believe we have had enough of bureaucratic inefficiency. Jimmy Carter has promised to make government more efficient. I will work with him to make sure we get a dollars worth of service for every tax dollar collected."

Agriculture. "Farmers deserve a sensible, stable agricultural policy that will not undercut their plans with a series of confused policy decisions from Washington. Now is the time to restore confidence in our national farm policy. We must also increase the inheritance tax exemption so we don't lose the family farm."

Housing. "Interest rates must be lowered and the tax credit for home purchases preserved. Under the present system only one out of three Americans can afford a home."

UNITED STATES OF AMERICA
FEDERAL ELECTION COMMISSION
WASHINGTON, D. C.

IN RE: Complaint of Harry Sadler
James R. Sasser, Respondent
Candidate for U. S. Senate

NO. MUR 216 (76)

A F F I D A V I T

STATE OF TENNESSEE)

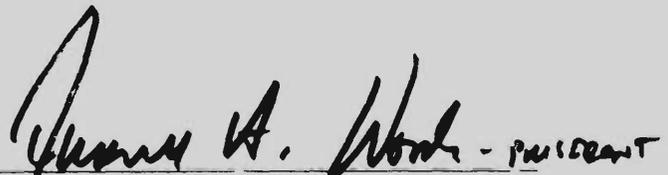
COUNTY OF DAVIDSON)

Comes your affiant, Frank Woods, and avers as follows:

My name is Frank Woods, and I am President of United American Bank of Nashville, Tennessee. On May 27, 1976, James R. Sasser applied for a loan from the United American Bank for the amount of \$25,000.00. Upon examination of his financial status, earning capacity, character, and credit experience, I approved the loan at a normal rate of interest, on Mr. Sasser's signature, without any additional collateral. This loan was made in accordance with the applicable banking laws and regulations and in the ordinary course of business. This Bank made a similar loan to Mr. Harry Sadler in the amount of \$50,000.00, under the same circumstances and conditions as the loan to Mr. Sasser, and made similar loans to other candidates for political office. (See Attached #1)

The loan of the United American Bank was made to Mr. Sasser personally. Our institution will therefore look to Mr. Sasser personally for repayment of the loan.

Further Affiant saith not.



FRANK A. WOODS, PRESIDENT
UNITED AMERICAN BANK OF NASHVILLE, TN.

Subscribed to and sworn before me this 23 day of August, 1976.


NOTARY PUBLIC

UNITED STATES OF AMERICA
FEDERAL ELECTION COMMISSION
WASHINGTON, D. C.

IN RE: Complaint of Harry Sadler
James R. Sasser, Respondent
Candidate for U.S. Senate

NO. MUR 216 (76)

A F F I D A V I T

STATE OF TENNESSEE)

COUNTY OF GRUNDY)

My name is Chas. N. Turner, and having been first duly sworn, state that I am a Director and member of the Loan Committee of The First National Bank of Tracy City, Tennessee. On June 11, 1976, James R. Sasser applied for a loan from the First National Bank of Tracy City for the amount of \$100,000.00. Upon examination of his financial status, earning capacity, character, and credit experience, I approved the loan at a normal rate of interest, on Mr. Sasser's signature, without any additional collateral. The Bank did require Mr. Sasser to escrow the first years' interest on the loan and to buy Credit Life Insurance. This loan was made in accordance with the applicable banking laws and regulations and in the ordinary course of business. (See Attached #1).

The loan of The First National Bank of Tracy City was made to Mr. Sasser personally. This Bank will therefore expect Mr. Sasser to be personally responsible for the repayment of this loan.

Further Affiant saith not..

Subscribed to and sworn before me
this _____ day of August, 1976

NOTARY PUBLIC

MY COMMISSION EXPIRES:



CHAS. N. TURNER, DIRECTOR
FIRST NATIONAL BANK OF TRACY CITY

UNITED STATES OF AMERICA
FEDERAL ELECTION COMMISSION
WASHINGTON, D. C.

IN RE: JAMES R. SASSER, RESPONDENT
CANDIDATE FOR U. S. SENATE

COMPLAINT NO. MUR 216(76)

AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Comes your affiant, Dorothy Baker, and avers as follows:

My name is Dorothy Baker, and I serve as bookkeeper for the Sasser for Senate Committee. As part of my duties I assist the Treasurer in preparing reports, in handling invoices and receipts, and in seeing that all bills are paid. I have attached as exhibits to this Affidavit true copies of various documents relating to the use of and payment for air travel by the Jim Sasser for Senate Committee.

I have appended the following Exhibits:

A) Lease agreements between the Sasser Committee and Aviation Group Associates, Inc., and Airplane Services, Inc., executed by our attorney, George E. Barrett, as agent for the Committee.

B) Copies of cancelled checks and invoices relative to the payment of Campbell Aero Service and Colemill Enterprises, and J.T. Dugger & Son, Inc., commercial aviation companies, for flying services.

C) Invoices and copies of cancelled checks to Aviation Group Associates, Inc., and Airplane Services, Inc., in payment for services actually rendered.

D) Receipts for charges to purchase gas and oil for airplane flights.

E) Cancelled checks in payment to Russ Hancock and Keith Bandy for their services as pilots.

Further Affiant saith not.

Dorothy Baker
DOROTHY BAKER, BOOKKEEPER
SASSER FOR SENATE COMMITTEE

Signed and sworn to before me on this 26th day of August, 1976.

[Signature]
Notary Public

UNITED STATES OF AMERICA
FEDERAL ELECTION COMMISSION
WASHINGTON, D. C.

IN RE: JAMES R. SASSER, RESPONDENT
CANDIDATE FOR U. S. SENATE

COMPLAINT NO. MUR 216(76)

AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Comes your affiant, David Dickey, and avers as follows:

My name is David Dickey, and I am the Treasurer of the Democratic Executive Committee of the State of Tennessee. The Executive Committee is the governing body of the Democratic Party, popularly elected and serving pursuant to the provisions of Tennessee Code Annotated §§2-1303, 1305, et. seq.

The books of the Democratic Party as a public body, are open to inspection by any interested Democrat, under the rules of our Party. The Treasurer has the responsibility of reporting on receipts and expenditures to the Party at meetings of the Executive Committee.

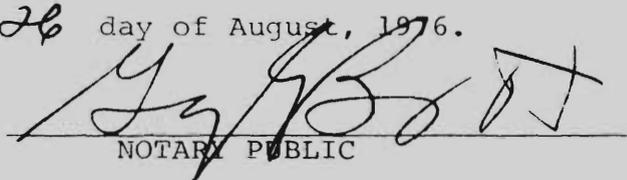
The Democratic Party has spent no money on behalf of any candidate for nomination in the Democratic Primary for the United States Senate. We have made no payments of any money to or on behalf of Jim Sasser or any other Democrat who sought nomination in the Democratic Primary of August 5, 1976.

Further Affiant saith not.



DAVID DICKEY
TREASURER, DEMOCRATIC STATE
EXECUTIVE COMMITTEE

Signed and sworn to before me, this 26 day of August, 1976.



NOTARY PUBLIC

My Commission Expires:

July 31, 1978

DIRECT LOAN

James R. Sasser
(Borrower)
27 Hillbrow Rd.
(Street Address or Box No.)
Nashville TN 37015
(City) (State) (Zip)

United American Bank
(Bank Name)
Nashville TN
(City) (State)
37015
(Zip)

Re: Loan dated May 27, 1976 payable in 32 days
(If a single payment)
monthly instalments of \$ _____ each, beginning on _____, 19____, and each succeeding month until paid, with

final payment of \$ 25,193.75 due on 6/76; with irregular payments, if any, as follows:

(Balloon payment, \$ _____). Refinancing agreement, if any:
secured by (UCC Security Agreement or Deed of Trust of even date) (if other type, specify)
(check one)

Unsecured

(If complete description not shown above, provide borrower copy of Deed of Trust or Security Agreement)

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

The Deed of Trust will secure future or other indebtedness.

ACCIDENT & HEALTH INSURANCE
 CREDIT LIFE INSURANCE - This insurance is not required in connection with this loan. The cost of credit life insurance for the term of credit is \$ _____
A & H Insurance cost is \$ _____

I desire insurance coverage (as checked above) I do not desire insurance coverage (unless checked)

(Signed) _____ (Date) _____ (Signed) James R. Sasser (Date) May 27, 1976

PROPERTY INSURANCE - The borrower may choose the person through whom any property or liability insurance is to be obtained. This insurance is not available through creditor.

REBATE FOR PAYMENT IN FULL: If the loan contract is prepaid in full by cash, a new loan, refinancing or otherwise before the final installment date or maturity date, the creditor has the option to give a rebate. If a rebate is given, it shall be a rebate of precomputed interest computed

Under the rule of 78's less a prepayment penalty of \$ 25.00
 Simple interest

DEFAULT CHARGE: Borrower shall be liable for all attorneys' fees, court costs and expenses of whatever kind incident to collection of said indebtedness and the enforcement and protection of any security interest held by the creditor. In the event payment is not made within 15 days of any installment due, a late charge of 5% on each dollar so in arrears.

Proceeds To Borrower	\$ <u>25000.00</u>	Interest	\$ <u>193.75</u>
Credit Life Insurance	_____	* Credit Investigation Fee	_____
Official Fees	_____	** Credit Life Insurance	_____
Title Fees	_____	*** Property Insurance	_____
Property Insurance	_____	**** Accident & Health Insurance	_____
Accident & Health Insurance	_____	Loan Maintenance Fee	<u>10.00</u>
AMOUNT FINANCED	\$ <u>25000.00</u>	FINANCE CHARGE	\$ <u>193.75</u>
TOTAL OF PAYMENTS	\$ <u>25,193.75</u>	ANNUAL PERCENTAGE RATE	<u>9.0</u> %

(#1 - Hillbrow Rd)
(Applicant)

I acknowledge receipt of a copy of this statement:

James R. Sasser
Borrower

Borrower

**** Applicable only if accident and health insurance required by lender as condition for loan.
* Not applicable in real estate transactions.
** Applicable only if credit life insurance required by lender as condition for loan.
*** Applicable only if borrower does not have option to choose own agent.

11 (3)

Payment Schedule

	due May 17	due June 1	due June 15	due June 29	due July 1	due July 17
1. 1st payment on contract for June payroll in Nashville, Memphis & Knoxville	\$9,727.50					
2. TV in all markets for 1st 10 days of June, 4th		\$18,310.00				
3. TV in Nashville, Memphis, Knoxville for 1st 10 days		\$18,310.00				
4. TV in Nashville, Memphis, Knoxville for 1st 10 days		2,000.00				
5. TV in all markets for 1st 10 days of June, 4th		\$3,400.00				
6. TV in all markets for 1st 10 days of June, 15th			\$38,000.00			
7. TV in all markets for 1st 10 days of June, 29th			21,200.00			
8. TV in all markets for 1st 10 days of July, 1st				\$15,000.00		
9. TV in all markets for 1st 10 days of July, 17th						\$13,600.00

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

192

May 18, 1976

87-5
640

PAY TO THE ORDER OF Eric Ericson & Associates

\$ 21,334.16

Twenty-One Thousand Three Hundred Thirty-four and 16/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR

⑆0640⑆0005⑆ 63 96416 3⑆ ⑈0002133416⑈

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

202

May 25, 1976

87-5
640

PAY TO THE ORDER OF Eric Ericson & Associates

\$ 3,764.50

Three Thousand Seven Hundred Sixty-four and 50/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR Announcement Day Media Expense

⑆0640⑆0005⑆ 63 96416 3⑆ ⑈0000376450⑈

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

236

June 3, 1976

87-5
640

PAY TO THE ORDER OF Eric Ericson and Associates

\$ 2,029.37

Two Thousand Twenty-nine and 37/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR 18 Billboards

⑆0640⑆0005⑆ 63 96416 3⑆ ⑈0000202937⑈

SASSER FOR SENATE COMMITTEE

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

239

June 4, 1976

87-5
640

PAY TO THE ORDER OF Eric Ericson & Associates

\$ 3,969.50

Three Thousand Nine Hundred Sixty-nine and 50/100

DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

IDENTIFICATION NO. S-2152

FOR Billboards, Metro. areas

⑆0640⑆0005⑆ 63 96416 3⑆ ⑈0000396950⑈

SASSER FOR SENATE COMMITTEE
C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR, THIRD NATIONAL BANK BLDG.
NASHVILLE, TENN. 37219

242

June 8, 1976

PAY TO THE ORDER OF Eric Ericson and Associates \$ 338.41

---Three hundred and thirty-eight and 41/100---

DOLLAR

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR billboards

⑆0640⑉0005⑆ 63 98416/3⑈ ⑈0000033841⑈

SASSER FOR SENATE COMMITTEE
C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR, THIRD NATIONAL BANK BLDG.
NASHVILLE, TENN. 37219

254

June 15, 1976

PAY TO THE ORDER OF Eric Ericson & Associates \$ 13,939.09

Thirteen Thousand Nine Hundred Thirty-nine and 09/100

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR Radio-6/16 thru 7/4 Major & TRN

⑆0640⑉0005⑆ 63 98416/3⑈ ⑈0001393909⑈

SASSER FOR SENATE COMMITTEE
C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR, THIRD NATIONAL BANK BLDG.
NASHVILLE, TENN. 37219

255

June 15, 1976

PAY TO THE ORDER OF Eric Ericson & Associates \$ 3,000.00

Three Thousand and 00/100

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR Jingle Paid in Full

⑆0640⑉0005⑆ 63 98416/3⑈ ⑈0000300000⑈

SASSER FOR SENATE COMMITTEE
C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR, THIRD NATIONAL BANK BLDG.
NASHVILLE, TENN. 37219

259

June 15, 1976

PAY TO THE ORDER OF Eric Ericson & Associates \$ 359.25

we funded radio-jingles for \$51100

DOLLARS

Nashville City Bank AND TRUST CO. NASHVILLE, TENN. IDENTIFICATION NO. S-2152

FOR Billboards

⑆0640⑉0005⑆ 63 98416/3⑈ ⑈0000035925⑈

11031

SASSER FOR SENATE COMMITTEE

260

C/O W. GARY BLACKBURN, TREASURER
14TH FLOOR, THIRD NATIONAL BANK BLDG
NASHVILLE, TENN. 37219

87-5
840

June 15, 1976

PAY TO THE
ORDER OF

Eric Priore & Associates

\$ 191.25

One Hundred Ninety-one and 25/100

DOLLAR

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

271038 IDENTIFICATION NO S-2152

FOR

Records

Gary Sasser

⑆0640⑉0005⑆ 63 964 16 3⑈

⑈0000019125⑈

17 (2)

BARRETT, BRANDT & BARRETT DC

EXPRESS MAIL



B1887256

Name: Barrett, Brandt-Barrett
 Address: Third Nat. Bank Bldg.
 City: Nashville TN 37219

ORIGIN
82
AMF 37-17
10-11-76
11-5
4.02
5.50

10/12/76
 10:25 AM
 C. Flynn
 Robert Patterson

ir.
 mission

Mr. John G. Murphy
 General Manager
 1325 R St, NW
 Washington, DC 20463
 Fed. Elect.

JAMES R. SASSER, ATTORNEY

AMERICAN TRUST BUILDING
NASHVILLE, TENNESSEE 37203

1319

March 16 19 76

87.5
6.0

PAY TO THE
ORDER OF

Beverly-Walsham Hotel

\$ 326

85

Three hundred twenty six and 5/100 DOLLARS

Nashville City Bank
AND TRUST CO. NASHVILLE, TENN.

JAMES R. SASSER, ATTORNEY

James R. Sasser

⑆0640⑆00091⑆ 63 979 70

⑆0000032685⑆

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UNITED STATES OF AMERICA
FEDERAL ELECTION COMMISSION
WASHINGTON, D. C.

IN RE: Complaint of Harry Sadler
James R. Sasser, Respondent
Candidate for U.S. Senate

NO. MUR 216 (76)

A F F I D A V I T

STATE OF TENNESSEE)

COUNTY OF GRUNDY)

My name is Chas. N. Turner, and having been first duly sworn, state that I am a Director and member of the Loan Committee of The First National Bank of Tracy City, Tennessee. On June 11, 1976, James R. Sasser applied for a loan from the First National Bank of Tracy City for the amount of \$100,000.00. Upon examination of his financial status, earning capacity, character, and credit experience, I approved the loan at a normal rate of interest, on Mr. Sasser's signature, without any additional collateral. The Bank did require Mr. Sasser to escrow the first years' interest on the loan and to buy Credit Life Insurance. This loan was made in accordance with the applicable banking laws and regulations and in the ordinary course of business. (See Attached #1).

The loan of The First National Bank of Tracy City was made to Mr. Sasser personally. This Bank will therefore expect Mr. Sasser to be personally responsible for the repayment of this loan.

Further Affiant saith not.

Subscribed to and sworn before me
this 28 day of August, 1976

[Signature]
NOTARY PUBLIC

[Signature]
CHAS. N. TURNER, DIRECTOR
FIRST NATIONAL BANK OF TRACY CITY

MY COMMISSION EXPIRES:

July 31 - 78

Name

TRACY CITY, TENNESSEE 37090, 19

promise to pay to the order of

After date, for value received, the undersigned Maker(s), (if more than one, jointly and severally)

THE FIRST NATIONAL BANK OF TRACY CITY

AT ITS BANKING HOUSE IN TRACY CITY, TENNESSEE

One hundred thousand and no/100----- DOLLARS

with interest thereon from date until fully paid, at the rate of 9 per cent per annum,

interest payable on demand

PROCEEDS	FILING FEES	COMPUTER FEE	AMOUNT FINANCED	FINANCE CHARGE	TOTAL OF PAYMENTS	ANNUAL PERCENTAGE RATE
\$100,000.00	\$ ---	\$ ---	\$100,000.00	\$ ---	\$100,000.00	9

This loan is unsecured. This loan is secured by a Security Agreement dated _____, 19____. The Security Agreement will secure

future or other indebtedness cover after acquired property and cover the following collateral _____

At the holder's option, this note may be secured by a security agreement covering all or part of the property of the maker, and the holder may, at its option, require the maker to execute and file a security agreement covering all or part of the property of the maker. The holder hereof deems itself insured against loss or change in the condition of affairs, financial or otherwise, of the maker, and the maker hereby agrees to pay this note and guarantee payment hereof and to pay the cost of any such security agreement, including the cost of any extension or renewal of any of them, and to pay any deficiency, and agrees to use of any default to pay all costs of collection, including reasonable attorney's fees and legal expenses.

Each maker, endorser, surety, and guarantor hereof jointly and severally agrees to pay this note and guarantee payment hereof and to pay the cost of any such security agreement, including the cost of any extension or renewal of any of them, and to pay any deficiency, and agrees to use of any default to pay all costs of collection, including reasonable attorney's fees and legal expenses.

By signing below, the Maker(s), Borrower(s) sign this note and also acknowledge receipt of a copy hereof with interest on the

ADDRESS 5027 Hilltop Road Nashville, Tenn, 37215

MONEY
ADVANCED FOR

SIGN
HERE

BORROWER(S) COPY
NON NEGOTIABLE

BAKING PRINTING CO. ST. CLOUD, MINN.

\$ _____

DUE DATE _____

NOTE NO. _____

PAYMENT EXTENDED

TO _____ 19 _____

TO _____ 19 _____

RENEWAL OF NOTE

NO. _____

Credit Life & Accide. Ins. means ins. & is

voluntary and not required for credit.

CIL ins. costs \$ _____

CIL ins. cost \$ _____

CIL ins. cost \$ _____

CIL ins. cost \$ _____

SIGNED _____

DATE _____ 19 _____

WU
western union

CC #4/9
Telegram

LLC086 VAC172(1458)(29036385E232)PD 08/19/76 1458

ICS IPMBNGZ CSP

6152442202 TDBN NASHVILLE TN 18 08-19 0258P EST

PMS MR JOHN G MURPHY JR

GENERAL COUNSEL

FEDERAL ELECTION COMMISSION, DLR

1325 K ST NORTHWEST

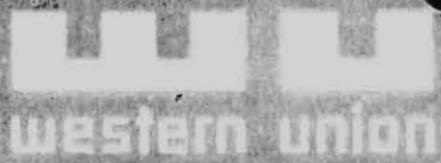
WASHINGTON DC 20432

PLEASE ENTER GEORGE E BARRETT AND GARY BLACKBURN AS ATTORNEYS FOR
JAMES R SASSER IN CASE #MU216 (76)

GEORGE E BARRETT, BARRETT BRANDT AND BARRETT

NNNN

333



western union

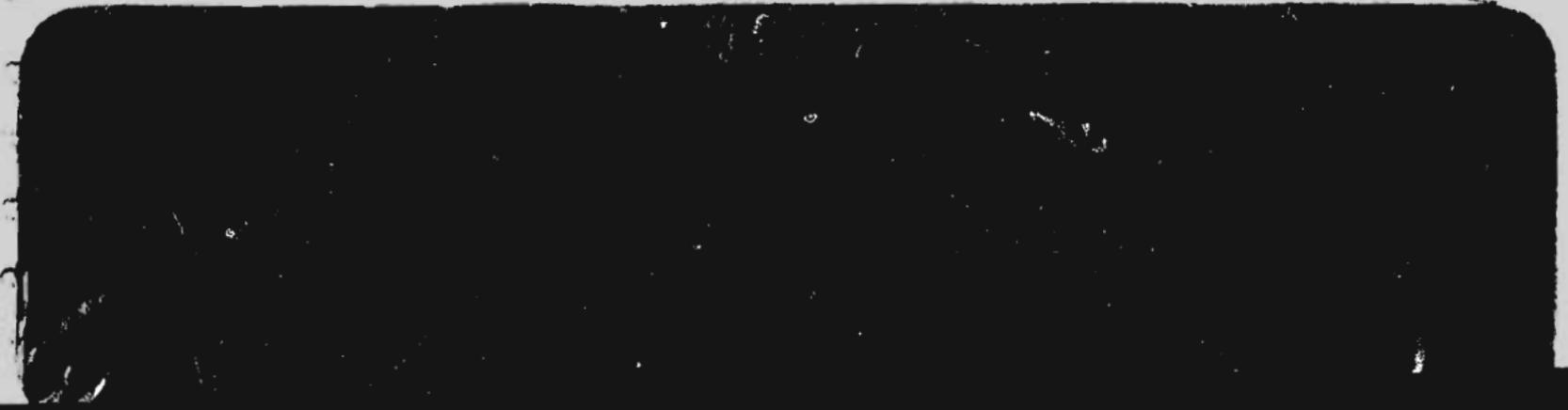
Telegram

2-036385E232

1458

458P

To NY



10/11

August 16, 1976

MEMORANDUM TO: BILL OLDAKER

FROM: MARGE EMMONS

All of the MURS listed below were transmitted to the
Commission on August 13, 1976. As of
August 16, 1976 - 10:00 a.m., no objections were received
in MUR 216 (76)

DATE AND TIME OF TRANSMITTAL: Aug 13, 1976

NO. MUR 216 (76)

REC'D: 8/3/76

FEDERAL ELECTION COMMISSION
Washington, D. C.

Complainant's Name: Harry Sadler

Respondent's Name: James R. Sasser

Relevant Statutes: 2 U.S.C. Sec. 431(e)(5)(G) and (f)(4)(K); 2 U.S.C. Sec. 434(b)
2 U.S.C. Sec. 441b.

Intentional Violation Check: All reports of candidate and committee

Indirect Violation Check: None

SUMMARY OF ALLEGATION

Respondent has (1) traveled at the expense of the State of Tennessee without reimbursing the State or reporting the expense; (2) received money contributed by Tennessee Democratic Party which was not reported; (3) traveled on a corporate-owned jet without fully reimbursing the corporation and made use of other private aircraft; (4) received a possible \$100,000 in unsecured, not fully disclosed bank loans.

PRELIMINARY LEGAL ANALYSIS

(1) It is unclear from the facts supplied whether respondent made use of the State airplane after attaining candidate status. Furthermore, the issue of whether such use of State funds must be reported as a contribution has not been determined. (See opinion of Commissioner Harris, MUR 077).

(See continuation sheet)

RECOMMENDATION

Open file. Send attached letters.

of Next Commission Review:

CONTINUATION SHEET

PRELIMINARY LEGAL ANALYSIS

(2) Respondent's reports of receipts and expenditures through his July 10 Report do not disclose any contributions from the Democratic State Committee. It is alleged that respondent has traveled at the expense of the Democratic State Committee since becoming a candidate. This raises a factual question which bears inquiry in view of the allegation that \$200,000 to \$250,000 was raised by the State Committee up to the date when respondent resigned as chairman of the Party to become a candidate. If the committee has contributed money directly or as contributions in-kind these could be reporting violations under 2 U.S.C. Section 434(b).

(3) Complainant alleges that a corporation was established solely for the purpose of leasing one airplane to the respondent at a cheaper than average rate. Complainant states that he and respondent have attended the same political gatherings, yet complainant has logged 120 hours of flight time while respondent has reported only 38 hours. This raises certain factual questions: Does the corporation lease only to respondent? Is respondent paying for all the hours of actual use of the plane? Is the respondent paying full cost for use of the plane? If the respondent is not paying at least the cost of use of the airplane, there could be a 2 U.S.C. Section 441b violation. Anything less than full reimbursement would be a contribution by the corporation under 2 U.S.C. Section 431(e).

There is an additional allegation that respondent has used other private airplanes for campaign travel. Reports filed by the candidate do not show any other travel expenses except those paid to the corporation allegedly established to lease the plane to respondent. Failure to report the use of other private planes as contributions could also be a violation of 2 U.S.C. §434(b).

(4) Respondent's reports through the July 10 report show loans of only \$25,000. Newspaper articles dated July 31, supplied by complainant, report that respondent admits to having received over \$100,000 in unsecured loans from National banks. The officers or stockholders of the banks in question may have personal connection with the respondent. 2 U.S.C. §§431(e)(5)(G) and (f)(4)(K) provide that National Bank loans made in the ordinary course of business are not contributions or expenditures; however, if these loans were unsecured, this could be a violation of 2 U.S.C. §441b. The Commission's proposed regulations, §114.2 and §114.10 prohibit a National Bank from extending credit other than by ordinary credit terms. Furthermore, there could be a reporting violation. In view of the amount of loans he has allegedly borrowed (between \$100,000 and \$200,000) and the fact that only \$25,000 was reported through the end of June, and the remainder of the loans were not fully reported in the Pre-election Report, there may also be a violation of 2 U.S.C. §434(b)(5).

17 AUG 1976

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James Sasser
Third National Bank Bldg., 14th Floor
Nashville, Tennessee 37219

Re: MUR 216 (76)

Dear Mr. Sasser:

This letter is to notify you that the Federal Election Commission has received a complaint against you which alleges certain violations of the Federal Election Campaign Act of 1971, as amended (the Act). We have numbered this matter MUR 216. A copy of the complaint is enclosed. The Commission has made no final determination that the matters fall within its jurisdiction or that the allegations made set forth any violation of the Federal Election Campaign Act of 1971, as amended.

The Commission is conducting a preliminary inquiry to determine what action, if any, it should take. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Specifically, information should be provided concerning the allegations that the Democratic Party of Tennessee has contributed unreported funds to your campaign, that your campaign has made use of corporate-owned aircraft without full reimbursement to the corporation, and that unsecured loans are being used to finance your campaign. In addition, if such loans were made, whether secured or unsecured, please indicate the dates on which they were made and your explanation as to why they were not reported. We would appreciate it if your response would consist of sworn statements by individuals having knowledge of the facts as to the claims alleged.

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5
7
9

The Commission is under a duty to investigate this matter expeditiously; therefore, your response should be submitted within ten days after receipt of this notification. You will be sent copies or summaries of all correspondence received by the Commission from the complainant concerning this matter. If you have any questions, please contact Lyn Oliphant (telephone no. 202/382-4055), the staff member assigned to this case.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely yours,

John G. Murphy, Jr.

John G. Murphy, Jr.

39210045341

Enclosure

L. Oliphant sig. 8/10/76 LC

PS Form 3811, Mar. 1976

● **SENDER** Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

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

Show to whom and date delivered..... 15¢

Show to whom, date, & address of delivery.. 35¢

RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢

RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. **ARTICLE ADDRESSED TO:**

Mr. James Sasser

3. **ARTICLE DESCRIPTION:**

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	138191	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE Addressee Authorized agent

James Sasser

4. **DATE OF DELIVERY**

5. **ADDRESS** (Complete only if requested)

6. **UNABLE TO DELIVER BECAUSE:**

CLERK'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL



PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

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

- Show to whom and date delivered..... 15¢
- Show to whom, date, & address of delivery.. 35¢
- RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢
- RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

Mr. James Sasser

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	138191	

(Always obtain signature of addressee or agent)

I have received the article described above

SIGNATURE Addressee Authorized agent

James Sasser

4. DATE OF DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS



7869018348

78040045343

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

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

Show to whom and date delivered..... 15¢

Show to whom, date, & address of delivery.. 35¢

RESTRICTED DELIVERY
Show to whom and date delivered..... 65¢

RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

Mr. Harry Sadler

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	43190	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE Addressee Authorized agent

Eric Sadler

4. DATE OF DELIVERY: AUG 20 1976

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS



FEDERAL ELECTION COMMISSION

125 K STREET N.W.
WASHINGTON, D.C. 20463

17 AUG 1976

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Harry Sadler
Box 609
Madison, Tennessee 37115

Re: MUR 216 (76)

Dear Mr. Sadler:

This letter is to acknowledge receipt of your complaint dated August 1, 1976, alleging violations of the Federal Election Campaign Act of 1971, as amended, by James R. Sasser. We have numbered your complaint as MUR 216; please refer to this number in any correspondence.

The Commission has opened a preliminary inquiry into the matters alleged in your complaint. A copy of your complaint has been forwarded to respondent and he has been asked to submit any relevant materials within ten days. If you have any other evidence regarding this matter, please submit it within five days.

The staff member assigned to this case is Lyn Oliphant (telephone no. 202/382-4055). Please do not hesitate to write or call if you have any questions.

Sincerely yours,

Signed: John G. Murphy, Jr.

John G. Murphy, Jr.
General Counsel



Aug 21, 1976

76 AUG 23 P 5: 53
Gentlemen:

76-1721

In Re: MUR 216 (76)

In response to your letter of Aug. 17th 1976 RE- MUR 216 (76) by which you request that I submit, any further information or evidence that I may have in confirmation of or supplementary to my original complaint filed in accordance with law.

(1) I hereby confirm and reaffirm all allegations and statements contained in my said complaint since I am an individual, and do not have statutory investigation or subpoena powers.

I predicate my allegations upon information and beliefs. Since your committee is vested with these powers and authority you should act immediately and obtain these records and documents that I am confident will sustain and prove my allegations relative to the serious violation of our Federal Election Laws that has occurred in the subject case.

I cite the following points of significance and refer to the specific particulars as to individuals and organizations contained in my original complaint.

(2) The pilot of aircraft in question James Hanover cannot be found and for reasons unknown, he has refused to make himself available for interview.

by the news media. I request that he be subpoenaed by your Committee.

(3) The aircraft in question is known to be in the State of South Carolina.

(4) The log required to be kept by the pilot of said aircraft has not been made available for inspection as promised by Candidate J. R. Sasser.

I request that this record be subpoenaed as being of basic information in the just resolution of this matter.

(5) The President and agent of the said Corporation owning the missing aircraft, one Aubrey Gregory, has since made himself unavailable to the news media and to others who have sought contact with him relative to this matter. I request that he be subpoenaed by your Committee.

For unknown reasons the Charter of the said Corporation owning the Aircraft has disappeared or is missing from the Secret of State office, State of Tenn., where it is required by law to be registered and kept there.

(6) The statement made by said J. R. Sasser relating to his payment for use of said aircraft can be determined to be false by examination of records at certain airports over the State of Tenn. listed by the Candidate during his campaign in his attendance at Political Events.

I further advise the Committee that such records can be furnished by Democratic Party Headquarters located Capital Hill Bldg. 230 Capital Blvd, Nashville Tenn. 37219 (Zip) Phone (615) 244-1336.

Reference made to further allegations obtained in my original Complaint relative to obtaining of Certain Bank Loan or Loans at First Nat Bank, Tracy City, Tenn. In this report I hereby confirm, and reiterate the allegations contained in my said Complaint, and further state unto the Committee as follows:

(7) The Candidate J. R. Jasser in various Press Conferences and other public appearances in effect admitted the violations alleged in my Complaint in that he cites different and various sums as representing the amount borrowed from said Bank (First National Bank of Tracy City, Tenn. - Phone (615) 592-2141.) and has otherwise been vague and inconsistent in his statements.

(8) I request that the records of said bank relative to its dealing with said J. R. Jasser be subpoenaed for the purpose of comparison with fiscal report filed by said Candidate. It appears that this will be the simplest and most effective method whereby the Committee can determine the falsity of the Candidate's report and thereby discharge its responsibility to the people of the Great State of Tennessee and to our Nation.

(9) I further allege that the loan or loans obtained by J. R. Jasser were not secured by sufficient collateral as required by law and sound banking principles.

- (10) I charge that the loan or loans were entirely political in nature and that the records of the said transactions will so establish.
- (11) I have some reasons to believe that a conspiracy resented in the violation of Federal Election Laws existed among certain Public Officers Candidates including the said J. K. Jones and request that Ray Blanton, Paul of Jones, Richard Fulton, Mayor of Metro, Archibald Lee Sanders County and Jacob F. Butcher, a former Candidate for Gov. of Tenn. be required to appear before the Committee in person or by deposition for the purpose of testifying relative to the allegations in my Complaint.
- (12) I assure the Commission - My charges are not frivolous or vindictive in nature but are based upon facts that can easily be established by the Commission thru use of its investigation and subpoena powers.
- (13) I respectfully suggest that such action is required in this important case in order that the Commission may fulfill its responsibility and discharge its solemn duty under statutes designed to insure that our Democratic Election Process will not continue to be abused and ignored in the future as they have so tragically, have been in the past.

(14) The original Complaint
Coupled with this additional
information should be
sufficient for you to proceed
immediately with this very
important case -

Sincerely,
Ray Adler

Ray Adler
Box 604
Madison, Tenn
zip 37115



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

13 AUG 1976

Mr. Harry Sadler
Box 609
Madison, Tennessee 37115

Re: MUR 216 (76)

Dear Mr. Sadler:

This is to acknowledge receipt of your complaint dated August 1, 1976, against James R. Sasser, alleging violations of the Federal Election Campaign Act of 1971, as amended. You will be notified if the Commission recommends an inquiry into this matter.

The staff member assigned to this case is Mrs. Lyn Oliphant (telephone no. 202/382-4055). Please do not hesitate to write or call if you have any questions.

Sincerely yours,

John G. Murphy, Jr.
General Counsel



LOliphant: g/jg: 8/10/76

Federal Elections Commission
Complaint Division

78 AUG 3 10:59

76-1381

Re: James R. Sasser
Candidate for United States Senate
State of Tennessee

COMPLAINT

I the undersigned, Harry Sadler, having been first duly sworn, state and attest to the following facts concerning the unfair, illegal and improper campaign practices of James R. Sasser, candidate for the United States Senate for the State of Tennessee.

1. Mr. James R. Sasser served as Chairman of the Tennessee Democratic Party for approximately three years prior to about March of 1976, when he resigned to formally run for the U. S. Senate. During his tenure as State Party Chairman, he often traveled on State airplanes for personal and/or Democratic Party business, but the undersigned is advised that the State was not reimbursed for this considerable amount of air travel time or for other expenses incurred by Mr. Sasser.
2. After Mr. Sasser's resignation as Party Chairman, he continued to travel on State aircraft to attend political meetings and gatherings incident to his proposed formal announcement of his candidacy for the U. S. Senate. The undersigned is advised that Mr. Sasser failed, neglected or refused to reimburse the State of Tennessee for these expenses.
3. Shortly after the adjournment of the Tennessee General Assembly in approximately May of 1976, Mr. Sasser traveled in one of the State's aircraft (Tear Jet) to Los Angeles, California with current candidates John Hooker, David Bolen and former potential candidate Jim Allen, along with 25 or 30 other persons, including Governor Ray Blanton and his hierarchy, supposedly to talk with movie stars and production owners about moving to Tennessee. The undersigned is advised that the aforementioned candidates, along with the Governor and his high level officials, discussed possible ways to select only one democratic candidate for the Senate race and how to stop the undersigned from running. The undersigned is advised that Mr. Sasser, as well as the others mentioned, has not reimbursed the State for any expenditures incurred for these democratic political purposes.
4. Shortly prior to the resignation of Mr. Sasser as Chairman of the Tennessee Democratic Party, it was publicly announced that the party had raised approximately \$200,000 to \$250,000. The undersigned is advised that some of his money has been spent on behalf of Mr. Sasser's candidacy but has not been reported as required by law. The undersigned, being a substantial contributor to the Tennessee Democratic Party has asked, both orally, and by registered letter that Mr. Sasser and/or the State Democratic Party render a proper accounting of these contributed funds to determine what funds, if any, were in fact spent on or by, Mr. Sasser. Mr. Sasser has refused to respond to these numerous requests.

5. The undersigned is further advised that Mr. Sasser was furnished free transportation and expenses to attend the National Democratic Convention in New York, New York, either by funds furnished by the taxpayers of Tennessee or the Tennessee Democratic Party.
6. Beginning shortly after the adjournment of the General Assembly, there were a series of democratic party rallies held across the State of Tennessee to supposedly honor Governor Ray Blanton. To the best of the knowledge of the undersigned, Mr. Sasser attended most all of these rallies and traveled to many of them in private aircraft. On other occasions, Mr. Sasser's wife and/or other members of his family traveled to the rallies by private aircraft. On one such occasion in Maryville, Tennessee, the undersigned met a longtime ex-marine friend from the Marine Air Corps who was still an active pilot. The friend asked the undersigned to fly back with him and when undersigned expressed surprise that he had his own airplane, it was explained that the airplane belonged to Aubrey Gregory of Madison, Tennessee, and that Mayor Richard Fulton of Nashville had told Aubrey Gregory to fly Sasser around.

The undersigned asked others to investigate these facts and it was revealed that a new corporation, Aircraft Group Associates, Inc., had been formed on or about March 10, 1976, and that the aircraft which Mr. Sasser had been traveling in had been purchased on this same date. Upon further investigation, it was learned that Aircraft Group Associates, Inc. was incorporated to lease aircraft, but it owned only the one airplane being used by Mr. Sasser, and the corporation was not leasing to anyone else. A call was made to the Tennessee Secretary of State's office for a copy of the corporate Charter, and it was reported the corporation Charter had been misplaced or lost. In order to find out something definite about the corporation, it was necessary to contact an aircraft locator service in Oklahoma City, Oklahoma. A copy of the information reported by this service is enclosed in an attachment designated as Exhibit "A".

It was further revealed to the undersigned that the alleged owner of the corporation was Aubrey Gregory and that he was acting under instructions from Mayor Fulton's office, since he had been granted a lucrative pension account for the Metropolitan government's employees, even though he had not been the low bidder for the Metro pension account. Aubrey Gregory is in the business of stocks, bonds and pension funds. The undersigned, therefore, alleges on information and belief that Mr. Sasser may be receiving improper and illegal campaign contributions through this corporation which may have been established as a vehicle for such contributions.

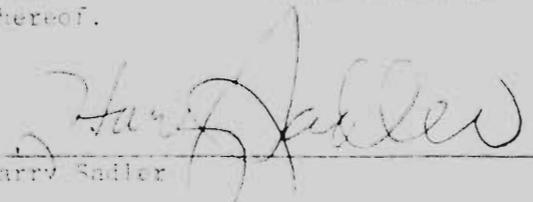
7. On June 22, 1976, the undersigned purchased a private airplane and started to use it in his campaign on June 24, 1976. Since June 24, the undersigned has logged approximately 12 hours on his airplane for political campaign traveling. During this same period of time, Mr. Sasser has attended almost every political meeting as the undersigned. In addition, his wife, Mother and Father have been flown to other meetings to substitute for him. However, Mr. Sasser now reports that he has used only a total of 38 hours on the corporate plane mentioned above. The undersigned finds this extremely difficult to believe.

Also, Mr. Sasser reports that the cost of operating the corporate airplane is \$65 per hour, and that this rate is the basis for the reimbursement to the corporation owning the airplane. The undersigned is advised that the average cost for operating a comparable airplane would be between \$80 to \$100 per hour.

8. Prior to filing this complaint, attempts were made to confirm or deny the apparent contradictions. The name of the pilot of the corporate airplane was obtained and efforts were made to contact him to discuss the matter. It appears he has now disappeared and is unavailable for comment. Similar attempts were made to contact Aubrey Gregory, but he too cannot now be contacted to discuss the matter. Efforts have been made to inspect the log book of the corporate airplane but now the log book nor the airplane can be located. Since the undersigned raised the question of an improper corporate involvement and contribution to Mr. Sasser's campaign, the airplane has not been seen, and Mr. Sasser simply says he will clear up all the questions later.
9. Mr. Sasser originally reported to the public and to the media that he had borrowed \$92,000 from banks. When the undersigned questioned him about the amounts and the collateral used to secure these loans, he amended his previous statement and revealed that he had, in fact, borrowed \$125,000 from banks to help finance his campaign. This amount was reported on his financial disclosure report. Upon further questioning by the undersigned and an investigation by the undersigned's State Campaign Manager, Mr. Dick Barry, former Assistant Attorney General for the State of Tennessee, former Speaker of the Tennessee House of Representatives, former Executive Assistant to former Governor Buford Ellington, it was revealed that he had again misled the public by filing false financial information by omitting an additional \$100,000 of loans from the Tracy City Bank and others. It was also discovered that most, if not all, of the bank loans to Mr. Sasser which were reported was totally unsecured with no collateral from his political ally and supporter, Mr. Jake Butcher, who personally or with his family, controls the banks lending the money to Mr. Sasser.

It would therefore, appear that Mr. Sasser, has violated the federal campaign practices act, the financial campaign disclosure laws, the rules and regulations of the Federal Deposit Insurance Corporation governing the protection and security of bank deposits and possibly other federal laws and regulations.

I, respectfully request a full and complete investigation of the matters contained herein and any other improper or illegal conduct which may become apparent during the course thereof.



Harry Sadler

Sworn to and subscribed before me
this _____ day of _____
1976.

My Commission expires _____.

Federal Elections Commission
Page 4

See Exhibits B and C.

Enclosures

ejt

10/11/73

Aircraft Abstractors, Inc.

3003 SOUTH SHARTEL

OKLAHOMA CITY, OKLAHOMA 73109

405-632-0863

Dear Mr. [Name]:
I have received your request for information regarding the above referenced aircraft.

As per your request, the following information is being provided to you:

The aircraft is currently registered to [Name], [Address], [City], [State], [Zip].

Make - [Make] Model - [Model] Serial Number - [Serial Number] Registration Number - [Registration Number]

Present registered owner - [Name], [Address], [City], [State], [Zip]

Registration date - [Date]

Present registered owner purchased aircraft on [Date] of [State] [City], [State], [Zip], [Address].

Very truly yours,

[Name]
Aircraft Abstractors, Inc.
3003 South SharTEL
Oklahoma City, Oklahoma 73109

Enclosed for you are [Number] copies of the information requested.

Sincerely,
[Name]

John [Name]
1000 [Address]
Oklahoma City, Oklahoma

Sadler:

Asks Investigation Of Sasser Money

By FRANK SUTHERLAND

U. S. Senate candidate Harry Sadler said yesterday he has asked the Federal Election Commission to investigate whether his opponent Jim Sasser has improperly used a corporate airplane and made improper bank loans.

Sadler said Sasser has been flying around the state in a corporately owned aircraft, but he has not fully reported his expenses for the airplane trip.

SASSER REPLIED that he reported \$4,000 for three different airplanes, and he is not going to report further unless Sadler produces some documentation.

Sadler said that he has logged 120 hours in his personal airplane, and "Sasser has flown a lot more than I have."

"That plane has earned its wings around, too, so I know he has spent more than 20,000."

SADLER ALSO charged that Sasser has been making loans without collateral with banks controlled by former gubernatorial candidate Jake Hatchler.

Sasser continued yesterday that he has now borrowed \$125,000 to finance about half of his campaign.

"This man (Sasser) does not have the ability to repay these loans," Sadler said.

REPORTERS TOLD Sadler that Sasser had said he put up a life insurance policy against the loans.

"Suppose he don't die," Sadler said. "I hope he doesn't die to pay it, but the real question is who is pulling up the money because this man doesn't have it."

Sadler said he has talked with FEC officials in Washington who have told him they will pursue his allegations when Sadler fulfills the next step of the complaint process — a written complaint to the FEC.

SADLER SAID Sasser is using an airplane owned by Aircraft Group Associates Inc., a firm controlled by Aubrey Gregory, a Sasser supporter. Gregory could not be reached for comment.

Sadler said he had obtained a title letter compiled from

(Turn to Page 6, Column 5)

Probe Sought Of Sasser Money

(Continued From Page One)

Federal Aeronautics Administration files showing that the plane was transferred to Aircraft Group Associates March 10.

Sadler said this corporation was set up for Sasser to use the airplane.

He said he asked Sasser's pilot, Russ Hancock, who paid him, and Hancock replied Gregory. A spokesman at Sasser's headquarters last night said Hancock does not remember the conversation.

EXHIBIT "C"

Sasser:

Noncollateral Loans Come To \$125,000

By LARRY DAUGHTREY

Democratic Senate candidate James Sasser said yesterday he now has borrowed \$125,000 without collateral to finance approximately half the cost of his campaign.

Sasser said \$100,000 of the borrowed money came from the First National Bank of Tracy City, Tenn. But he denied that Oak Ridge banker Jake Butcher was involved in any way in the transaction.

SOME OF SASSER'S opponents in Thursday's primary have charged that Butcher, who is expected to run for governor a second time in 1978, is financing Sasser behind the scenes.

The other \$25,000 which Sasser borrowed without collateral came from United American Bank of Nashville, in which Butcher and his brother, C.H. Butcher, have an interest.

During the past two weeks Sasser has given reporters three figures on the amount he has borrowed to help finance his Senate campaign.

IN A PRESS conference early last week, he said he had borrowed \$50,000, half from United American and half from the Tracy City bank. Thursday he told a reporter the figure was \$92,000, and yesterday he said he had been mistaken and actually had borrowed \$125,000.

Officials of First National Bank of Tracy City confirmed they had made \$100,000 in

THE TENNESSEAN, Saturday, July 31, 1976

\$125,000 in Noncollateral Loans Taken, Sasser Says

(Continued From Page One)

unsecured loans to Sasser and then "farmed them out" to other banks.

The officials declined to name the other banks, saying the information was confidential. But they did not say any of the banks are part of the Butcher chain of financial institutions.

ASKED IF HE would find out which banks the loan was "farmed" to, Sasser said he would not. He said that is "the bank's business."

"I assure you Jake Butcher is not financing this campaign or I would not be signing notes," Sasser said.

Sasser said the two banks made the loans as a business matter after examining his own statement of his net worth, which he said is about \$700,000.

"I THINK THE banks are exhibiting good business judgment," he said. The Tracy City bank, he said, withheld \$10,000 of the \$100,000 loan for the first year's interest payment, and also required that he buy credit life insurance.

Sasser said it is not unusual for politicians to borrow heavily to finance their races, and said two of his Senate opponents, Harry Sadler and John J. Hooker, also have made large personal loans.

Sasser said the bankers have asked for no

political favors, and that he is opposed to some of their goals. He said he is against a state constitutional convention to raise interest rates.

HE ALSO SAID he opposes extension of a federal law sponsored by Republican Sen. Bill Brock which allows banks to bypass state constitutional provisions on interest rates.

Both Jake and C.H. Butcher were out of their offices yesterday and could not be reached for comment on whether they have any role in Sasser's loans.

Sasser's statements on his loans were made yesterday at a press conference in which he announced other candidates for the Senate to make disclosure of their personal financial holdings and business ties.

"IN THIS YEAR when all candidates for office have been asked to disclose their financial holdings, I am confident that you will not merely pass the letter of the law," he said in a prepared statement.

"The people of Tennessee have a right to know whether or not the candidates have hidden obligations to special interest or key groups.

"Unless a person has something to hide, there is no real reason not to make a financial disclosure."

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