



# FEDERAL ELECTION COMMISSION

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

THIS IS THE BEGINNING OF MUR # 297

78040011413



MUR 297

FEDERAL ELECTION COMMISSION

1 Sheet - attachment to 7 day report -  
headed: " Same letter to be sent to  
the following " with 2 names / addresses  
listed.

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 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

*Vincent G. ...*  
1/11/78

LCC 2760

SEDAM & HERGE

ATTORNEYS AT LAW  
7600 OLD SPRINGHOUSE ROAD  
MCLEAN, VIRGINIA 22101

GLENN J. SEDAM, JR.  
J. CURTIS HERGE

(703) 821-1000

1700 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20005  
(202) 821-1000

THOMAS M. DAVIS, III  
MICHAEL D. HUGHES  
ROBERT R. SPARKS, JR.  
CHRISTOPHER M. WAS

February 17, 1978

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

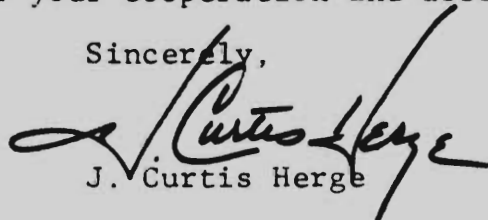
Re: MUR 297(76)

Dear Mr. Oldaker:

In response to the request contained in your letter of February 14, 1978, we are enclosing herewith our check, drawn to the order of the Treasurer of the United States and in the amount of \$18.90, in payment of reproduction expenses incurred in compliance with our request under the Freedom of Information Act for a copy of the Commission's file on MUR 297(76).

We thank you for your cooperation and assistance.

Sincerely,

  
J. Curtis Herge

enclosure

73040011413

7 8 0 4 0 0 1 1 4 1 5

SEDAM & HERGE

451

7600 OLD SPRINGHOUSE ROAD, P.O. 821-1000  
MC LEAN, VIRGINIA 22101

2-17 1978 68-243  
560

PAY TO THE  
ORDER OF

Treasurer of the U.S.

\$18.90

Eighteen

90  
100 DOLLARS

Commonwealth Bank  
AND TRUST COMPANY OF VIRGINIA  
STERLING, VIRGINIA 22170

*Le Carter Herge*

FOR

⑆0560⑆0243⑆ ⑈151061⑆0451



SEDAM & HERGE

ATTORNEYS AT LAW

1802 OLD CROWNHOUSE ROAD  
ALEXANDRIA, VIRGINIA 22301



Mr. William C. Oldaker, Esq.  
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

February 14, 1978

Mr. J. Curtis Herge, Esquire  
Sedam and Herge  
7600 Old Springhouse Road  
McLean, Virginia 22101

Re: MUR 297 (76)

Dear Mr. Herge:

This is in response to your letter of January 25, 1978, on behalf of the National Conservative Political Action Committee. In accordance with your request and pursuant to the Freedom of Information Act, 5 U.S.C. §1002, and §111.8 of the Regulations of the Federal Election Commission, this office will furnish you with a complete copy of the Commission's file for MUR 297 (76).

To help defray the cost of reproducing the material, we must assess a charge of ten cents per page to your client. Please make your check in the amount of \$18.90 payable to the Treasurer of the United States and forward it to this office.

Sincerely,

William C. Oldaker  
General Counsel

Enclosure



ACC 2579

SEDAM & HERGE

ATTORNEYS AT LAW

7600 OLD SPRINGHOUSE ROAD

MCLEAN, VIRGINIA 22101

GLENN J. SEDAM, JR.  
J. CURTIS HERGE

(703) 821-1000

1700 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20006  
(202) 821-1000

THOMAS M. DAVIS, III  
MICHAEL D. HUGHES  
ROBERT R. SPARKS, JR.  
CHRISTOPHER M. WAS

January 25, 1978

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

200078

Re: MUR 297 (76)  
Freedom of Information  
Act Request

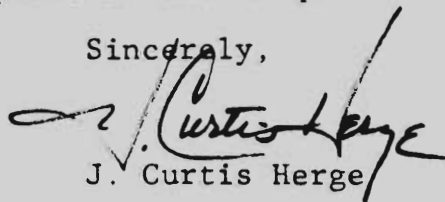
Dear Mr. Oldaker:

By letter of January 5, 1978, you advised the National Conservative Political Action Committee that on December 15, 1977 the Commission found no reasonable cause to believe that the National Conservative Political Action Committee, the Committee for Responsible Youth Politics, and the Committee for the Survival of a Free Congress were affiliated multi-candidate committees and therefore found no reasonable cause to believe that the Committees had violated sections 433(b)(2) and 441a(a)(2)A of the Federal Election Campaign Act (2 U.S.C. §431 et seq.), as alleged in MUR 297 (76).

In that letter, you also noted that the Commission had voted to close its file in the matter. At this time, this office, on behalf of the National Conservative Political Action Committee, hereby makes a formal request for copies of all documents, writings, memorandum, investigatory notes and/or reports contained in the Commission's file in this matter. This request is made pursuant to and under the authority of the Freedom of Information Act, 5 U.S.C. 1002, and §111.8 of the Regulations of the Federal Election Commission.

Your prompt response to this request is appreciated.

Sincerely,

  
J. Curtis Herge

78040011411

SEDAM, HERGE & SHREVES

ATTORNEYS AT LAW

1600 OLD SPRINGHOUSE ROAD

MCLEAN, VIRGINIA 22101



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

MUR 297 (76)  
Freedom of Information  
Act Request



FEDERAL ELECTION COMMISSION

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

January 5, 1978

Harold P. Wolff  
National Committee for an  
Effective Congress  
505 C Street, N.E.  
Washington, D.C. 20002

RE: MUR 297 (76)

Dear Mr. Wolff:

This is to advise you that, on December 15, 1977, the Commission found no reasonable cause to believe that the National Conservative Political Action Committee, the Committee for Responsible Youth Politics, and the Committee for the Survival of a Free Congress were affiliated multi-candidate committees and found no reasonable cause to believe that the Committees had violated Sections 433(b) (2) and 441a(a)(2)(A) of the Federal Election Campaign Act (2 U.S.C. §431 et seq.), as alleged in MUR 297 (76). Accordingly, the Commission voted to close its file in the matter.

A copy of the Certification of the Commission's action is enclosed for your files.

Sincerely yours

William C. Oldaker  
General Counsel

cc: Robert F. Bauer, Esquire  
Preston, Thorgrimson, Ellis,  
Holman and Fletcher  
1776 F Street, N.W.  
Washington, D.C. 20006

Enclosure





FEDERAL ELECTION COMMISSION

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

January 5, 1978

Marion Edwyn Harrison, Esquire  
Harrison, Lucey and Sagle  
Suite 500  
1701 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006

Re: MUR 297 (76)

Dear Mr. Harrison:

This will acknowledge receipt of your letter  
dated December 20, 1977.

I trust that my recent letter to Paul M. Weyrich  
of the Committee for the Survival of a Free Congress,  
advising him that the Commission has closed its file  
in MUR 297 (76), will respond to the matters addressed  
in your letter. A copy of my letter to Mr. Weyrich is  
enclosed.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", written over a horizontal line.

William C. Oldaker  
General Counsel

Enclosure





FEDERAL ELECTION COMMISSION

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

January 5, 1978

Paul M. Weyrich  
Director  
Committee for the Survival of  
a Free Congress  
6 Library Court, S.E.  
Washington, D.C. 20003

Re: MUR 297 (76)

Dear Mr. Weyrich:

This is to advise you that, on December 15, 1977, the Commission found no reasonable cause to believe that the National Conservative Political Action Committee, the Committee for Responsible Youth Politics, and the Committee for the Survival of a Free Congress were affiliated multi-candidate committees and found no reasonable cause to believe that the Committees had violated Sections 433(b) (2) and 441a(a) (2) (A) of the Federal Election Campaign Act (2 U.S.C. §431 et seq.), as alleged in MUR 297 (76). Accordingly, the Commission voted to close its file in the matter.

A copy of the Certification of the Commission's action is enclosed for your files.

Sincerely yours,

William C. Oldaker  
General Counsel

cc: Marion Edwyn Harrison  
Harrison, Lucey and Sagle  
Suite 500  
1701 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006

Enclosure





FEDERAL ELECTION COMMISSION

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

January 5, 1978

John T. Dolan  
Executive Director  
National Conservative Political  
Action Committee  
1500 Wilson Boulevard  
Arlington, Virginia 22209

Re: MUR 297 (76)

Dear Mr. Dolan:

This is to advise you that, on December 15, 1977, the Commission found no reasonable cause to believe that the National Conservative Political Action Committee, the Committee for Responsible Youth Politics, and the Committee for the Survival of a Free Congress were affiliated multi-candidate committees and found no reasonable cause to believe that the Committees had violated Sections 433(b)(2) and 441a(a)(2)(A) of the Federal Election Campaign Act (2 U.S.C. §431 et seq.), as alleged in MUR 297 (76). Accordingly, the Commission voted to close its file in the matter.

A copy of the Certification of the Commission's action is enclosed for your files.

Sincerely yours,

William C Oldaker  
General Counsel

cc: J. Curtis Herge, Esquire  
Sedam, Herge and Shreves  
7600 Old Springhouse Road  
McLean, Virginia 22101

Enclosure







FEDERAL ELECTION COMMISSION

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

January 5, 1978

Morton C. Blackwell  
Chairman  
Committee for Responsible  
Youth Politics  
3128 North 17th Street  
Arlington, Virginia 22201

Re: MUR 297 (76)

Dear Mr. Blackwell:

This is to advise you that, on December 15, 1977, the Commission found no reasonable cause to believe that the National Conservative Political Action Committee, the Committee for Responsible Youth Politics, and the Committee for the Survival of a Free Congress were affiliated multi-candidate committees and found no reasonable cause to believe that the Committees had violated Sections 433(b) (2) and 441a(a)(2)(A) of the Federal Election Campaign Act (2 U.S.C. §431 et seq.), as alleged in MUR 297 (76). Accordingly, the Commission voted to close its file in the matter.

A copy of the Certification of the Commission's action is enclosed for your files.

Sincerely yours,

William C Oldaker  
General Counsel

Enclosure



BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )  
National Conservative Political )  
Action Committee )  
Committee for Responsible Youth )  
Politics )  
Committee for the Survival of a )  
Free Congress )

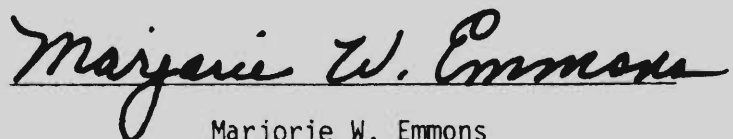
MUR 297 (76)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on December 15, 1977, the Commission determined by a vote of 4-1 to find no reasonable cause to believe that the defendants in the above-captioned matter are affiliated, and that the case be closed.

Voting for this finding were Commissioners Aikens, Harris, Springer, and Thomson. Commissioner Tiernan voted against the finding, and Commissioner Staebler was not present at the time of the vote.

Accordingly, the file in this matter is closed.



Marjorie W. Emmons  
Secretary to the Commission

78040011426

December 8, 1977

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 297 Team #2 Convery

Please have the attached General Counsel's Report on MUR 297 distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of December 15, 1977.

Thank you.

78040011427

BEFORE THE FEDERAL ELECTION COMMISSION  
December 2, 1977

EXECUTIVE SESSION

DEC 15 1977

In the Matter of )  
 )  
National Conservative Political )  
Action Committee )  
 )  
Committee for Responsible Youth ) MUR 297 (76)  
Politics )  
 )  
Committee for the Survival of a )  
Free Congress )

GENERAL COUNSEL'S REPORT

SUMMARY OF ALLEGATIONS

On October 26, 1976, the National Committee for an Effective Congress filed a complaint against the Committee for Responsible Youth Politics (CRYP), the National Conservative Political Action Committee (NCPAC), and the Committee for the Survival of a Free Congress (CSFC), alleging that the three were affiliated multi-candidate political committees. It also was alleged that, by failing to report such affiliation, the Committees had violated 2 U.S.C. §433(b)(2), and that, as a consequence of the affiliation, the three Committees were subject to a single contribution limit, which they had exceeded in several specified instances, in violation of 2 U.S.C. §441a(a)(2)(A).

On December 29, 1976, the Commission found reason to believe that violations of 2 U.S.C. §433(b)(2) and 2 U.S.C. §441a(a)(2)(A) had occurred.

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In their responses to our letters of notification, the three Committees claimed that they were not in violation of the Act. CSFC and NCPAC, who responded through counsel, also forwarded, inter alia, affidavits executed by their chief administrative officers, copies of contracts pertinent to the inquiry, and copies of their organizational bylaws. Additionally, on March 1, 1977, CSFC filed a Motion to Dismiss.

The complainant set forth certain facts which, it alleged, were indicative of affiliation among the three Committees. These indicia of affiliation may be classified into two broad categories, common policy makers and common activities.

As to common policy makers, the allegations centered on Richard A. Viguerie, a direct mail specialist who was identified as the "key figure" in the control of each Committee; John T. Dolan, the Executive Director of NCPAC who also received payments from CRYP; and Morton Blackwell, the Chairman of CRYP who also was an executive in one of the Viguerie companies.

As to common activities, the complaint alleged that the Committees were affiliated in that they exchanged mailing lists (through Viguerie); coordinated loans to a Senate candidate for postal expenses (again through Viguerie); loaned money from one Committee to another for postal expenses; supported "virtually the same list of candidates"; received contributions from many of the same contributors; and purchased goods and services from many of the same businesses.

78040011422

Each of the allegations was examined and discussed in our report of March 29, 1977.

Essentially, the conclusions presented in that report indicated that justification for closing this file existed. However we noted that an audit of NCPAC's records was pending at the time and recommended that the case be held open in the event that that audit might note transactions indicating possible affiliation. This recommendation was adopted by the Commission on March 31, 1977.

THE AUDIT

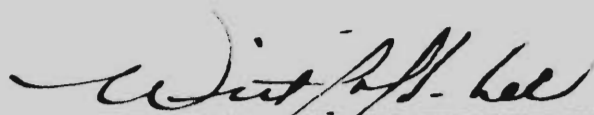
The field work for that audit began on May 2, 1977, but was suspended shortly thereafter when NCPAC refused Commission auditors access to certain of its records. (For additional background in this regard, see our Interim Report, dated September 15, 1977.) After an extended period of discussion, NCPAC agreed to make available material which would allow the audit to continue. Field work was begun anew on September 20, 1977, and was completed on October 5, 1977.

The audit staff had been requested to address the issue of possible affiliation between NCPAC and any other Committee, especially in the area of postage loans. In their Memorandum of October 14, 1977, the audit staff reported that they had found no indication that NCPAC is affiliated with any political committee, and had found nothing irregular in NCPAC's method of making postage loans.

While the delay that has occurred between the date of our report and the date of the completion of the audit may make it difficult to obtain information, we note that such delay was largely a result of respondent's objection to the audit. Given the underlying fact of the common personnel and closely linked activities we recommend that the Commission authorize the taking of depositions of Paul M. Weyrich, Director of CSFC; of Morton C. Blackwell, Chairman of CRYP; of John T. Dolan, Executive Director of NCPAC; and of Richard A. Viguerie. Since each of these individuals is located within the immediate Washington area, it is anticipated that their depositions can be taken with little additional delay.

12/7/77

DATE



WILLIAM C. OLDAKER  
GENERAL COUNSEL

78040011431

LAW OFFICES  
HARRISON, LUCEY & SAGLE  
SUITE 500

MARION EDWYN HARRISON  
CHARLES EMMET LUCEY  
ROBERT F. SAGLE  
GREGORY W. ALTSCHUH

1701 PENNSYLVANIA AVENUE, N. W.  
WASHINGTON, D. C. 20006  
TELEPHONE 202 298-9030  
CABLE "MEHLAW"

2002304  
RECEIVED  
FEDERAL ELECTION  
COMMISSION 703713

77 DEC 21 AM 11:47

December 20, 1977

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

Re: NCEC v. CSFC et al  
MUR #297

Dear Mr. Oldaker:

Thank you for your December 15 letter.

Our client appreciates the granting of its request that a portion of the file with respect to MUR #297 be spread upon the public record. Inasmuch as no other respondent has objected to our client's request we perceive no reason why the *entire* file should not be spread upon the public record.

Our client appreciates your assurance that Mr. Mark Gersh will not participate in or influence any audit with respect to the Committee for the Survival of a Free Congress or any other matter in which the National Committee for an Effective Congress or any other former employee thereof is a party, whether complainant or respondent. We still question the Federal Election Commission revolving door personnel policy but recognize it does not inevitably raise a legal issue.

On September 30 we enquired as to when MUR #297, pending since October 22, 1976, would be decided. You responded under date of October 11, anticipating a mid-November presentation to the Federal Election Commission.

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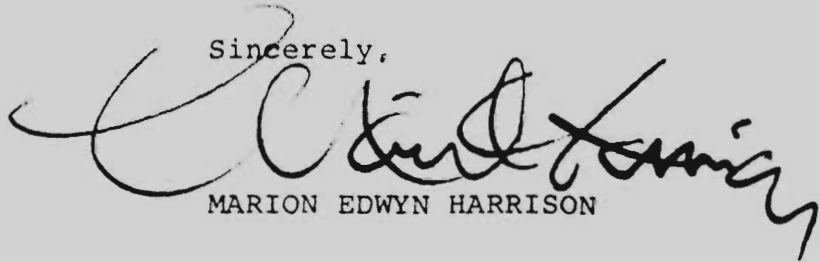
William C. Oldaker, Esquire  
Page two  
December 20, 1977

We have heard nothing further.

Litigation obviously would create additional work for the parties and a needless burden upon the court, with a certainty that the court would require the Federal Election Commission to adjudicate the case or would do so itself. Can't we avoid all that by the Commission simply doing its statutory duty?

If we are going to litigate we should like to file our complaint the first week in January.

Sincerely,

A handwritten signature in dark ink, appearing to read "Marion Edwyn Harrison", written in a cursive style. The signature is positioned above the printed name.

MARION EDWYN HARRISON

MEH:mh

7304001143

LAW OFFICES

HARRISON, LUCEY & SAGLE

SUITE 500

1701 PENNSYLVANIA AVENUE, N. W.

WASHINGTON, D. C. 20006

TELEPHONE 202 296-9030

CABLE "MEHLAW"

MARION EDWYN HARRISON  
CHARLES ENMET LUCEY  
ROBERT F. SAGLE  
GREGORY W. ALTSCHUM

September 30, 1977

The Honorable Thomas E. Harris, Chairman  
Federal Election Commission  
Washington, D.C. 20001

Re: NCEC v. CSFC  
FEC MUR #297 (76)

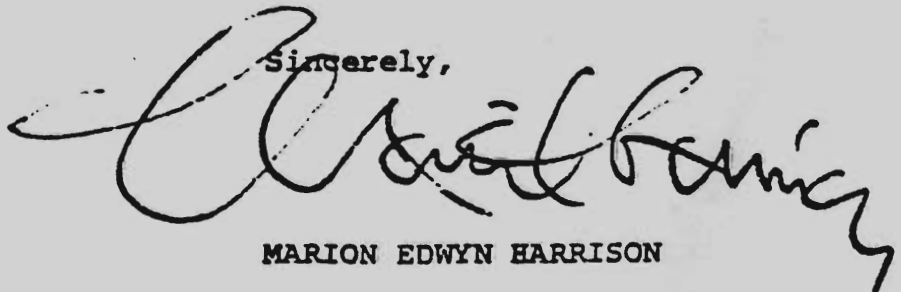
Dear Mr. Chairman:

As counsel for the Committee for the Survival of a Free Congress, Respondent herein, we are most reluctant to inconvenience all concerned by invoking our client's rights pursuant to the provisions of 2 USCA §437g(a)(9)(A). Therefore, we invite your attention to the fact that this matter has been pending since October 22, 1976, the last pleading to our knowledge, our Motion to Dismiss, having been filed on February 28, 1977.

We should appreciate an early resolution and continue available to answer questions. We have not been contacted in this regard.

May we be advised of the date this matter is likely to be concluded?

Sincerely,



MARION EDWYN HARRISON

MEH:mh



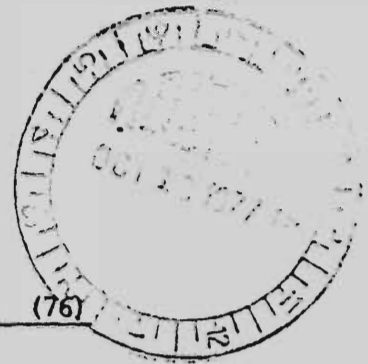
FEDERAL ELECTION COMMISSION

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

October 11, 1977

Marion Edwyn Harrison, Esquire  
Harrison, Lucey and Sagle  
Suite 500  
1701 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006

Re: MUR 297 (76)



Dear Mr. Harrison:

This is in response to the letter, dated September 30, 1977, by which you requested information as to the status of the above referenced matter.

I realize that the matter has been pending for a considerable period of time and hope that the delay has not caused your client, the Committee for the Survival of a Free Congress, any great inconvenience.

I anticipate presenting a report to the Commission before the middle of November, and will notify you promptly of the Commission's action on that report.

Sincerely yours,

William C. Oldaker  
General Counsel

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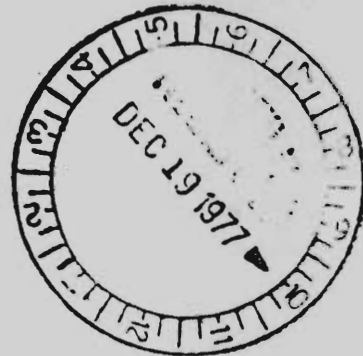




FEDERAL ELECTION COMMISSION

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

December 15, 1977



Marion Edwyn Harrison, Esq.  
Harrison, Lucey & Sagle  
1701 Pennsylvania Avenue, N. W.  
Washington, D. C. 20006

Dear Mr. Harrison:

This letter is in response to your inquiry of November 15, 1977, concerning a possible conflict of interest involving Mark Gersh and requesting that the confidentiality requirements of 2 U.S.C. 437g(a)(3)(B) be waived.

With respect to your latter inquiry, 2 U.S.C. 437g(a)(3)(B) states

"(B) Any notification or investigation made under paragraph (2) shall not be made public by the Commission or by any person without written consent of the person receiving such notification or the person with respect to whom such investigation is made."

The Commission has no objection to having all of your responses to inquiries by the Commission spread upon the public record. Accordingly, all materials and answers supplied by you or your client in relation to MUR 297 will be made available to the public.

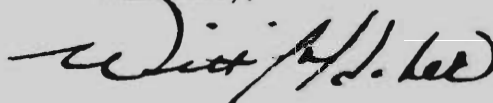
Your letter also requests reassurance that Mark Gersh will not be involved in any audit which related to MUR 297. You can be assured that Mr. Gersh will not participate in or influence any audit with respect to your client, the Committee for the Survival of a Free Congress, or any other matter in which NCEC or any



other former employee is a party, either as a complainant or a respondent. The Commission is satisfied that Mr. Gersh has severed his employment connection with NCEC. Our informal inquiries indicate that an employee of NCEC may not have been accurately advised of Mr. Gersh's status and may have told you that Mr. Gersh is on a leave of absence.

We hope that this letter will answer any concerns you have with respect to Mr. Gersh and adequately respond to your request for a waiver of 2 U.S.C. 437g(a)(3)(B).

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", written in a cursive style.

William C. Oldaker  
General Counsel

78040011432

ACC 2049

LAW OFFICES  
HARRISON, LUCEY & SAGLE  
SUITE 500

RECEIVED  
FEDERAL ELECTION  
COMMISSION

MARION EDWYN HARRISON  
CHARLES EMMET LUCEY  
ROBERT F. SAGLE  
GREGORY W. ALTSCHUM

1701 PENNSYLVANIA AVENUE, N. W.  
WASHINGTON, D. C. 20006  
TELEPHONE 202 298-9030  
CABLE "MEHLAW"

'77 NOV 16 AM 10:36

November 15, 1977

703333

The Honorable Thomas E. Harris  
Chairman  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

Re: NCEC v. CSFC et al  
MUR #297  
Conflict of Interest - Mr. Mark Gersh

Dear Mr. Chairman:

We appreciate your expedition in responding under date of November 11 and by special messenger to our letter of November 4.

Our client continues very concerned after receipt of your letter.

1. Perhaps the date of Mr. Mark Gersh's employment is irrelevant inasmuch as he *presently* is employed by the Federal Election Commission ("FEC"). Your letter states he was so employed on "October 17, 1977, not August 26, 1977 as stated in [our] letter." According to the FEC Minutes of August 25, the matter having been deferred on August 11 and August 18, FEC voted 5-1 to hire Mr. Gersh as a full-time consultant for a one-year period at annual compensation of \$35,000.00, as recommended in a memorandum from the FEC Staff Director. FEC Minutes of August 11, page 6; of August 18, page 10; of August 25, page 14.

2. Our November 4 letter did not allege that Mr. Gersh is on a leave of absence from his former

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78040011440

The Honorable Thomas E. Harris  
Page two  
November 15, 1977

employer, National Committee for an Effective Congress ("NCEC"), but rather stated that NCEC had so "advised" our client. That advice was given by telephone and voluntarily, without specific enquiry from our client, on October 21. That advice is consistent with FEC's employment of Mr. Gersh for a fixed term of only one year inasmuch as leaves of absence customarily are given for terms of one year or less. While it may be sheer coincidence that Mr. Gersh was hired only for a one-year fixed term and that NCEC is under the impression he is on a leave of absence, the matter is sufficiently alarming to our client that we believe FEC should determine authoritatively whether Mr. Gersh has severed, formally and informally, his connection and contact with NCEC and that, if he has not, FEC should terminate his services.

3. Your letter is reassuring to the extent that it states Mr. Gersh is not involved in the processing of MUR #297 but contains something of a negative pregnant in that it is silent on his activity or influence with respect to an audit of our client. Our client is equally concerned that an employee who has just left NCEC and who appears to be on a leave of absence therefrom should be participating in, or influencing, an audit of our client. Hence, we sought by our November 4 letter the assurance which your November 11 letter does not contain.

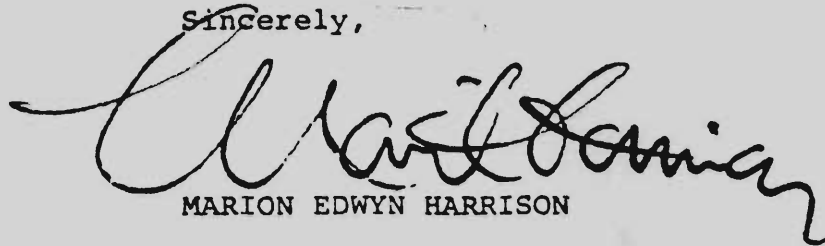
4. Your letter does not address the revolving door policy question we raised. We assume your silence on that subject indicates approval of the policy and recognize the policy, if fraught with danger, nevertheless has well established precedent in Washington.

5. In our November 4 letter on behalf of our client we waived confidentiality as to MUR #297 mandated by the provisions of the Federal Election Campaign Act Amendments of 1976, PL 94-283, 2 USC §437(a)(3)(B), and requested that all files pertaining to MUR #297 be spread upon the public record. We sent a marked copy of that letter to the General Counsel, recognizing the matter was

The Honorable Thomas E. Harris  
Page three  
November 15, 1977

within his jurisdiction. We assume it is for that  
reason that your letter does not address the subject.  
We renew the request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marion Edwyn Harrison".

MARION EDWYN HARRISON

cc: Commissioners, FEC  
General Counsel, FEC

MEH:mh

78040041441





FEDERAL ELECTION COMMISSION

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

November 11, 1977



Marion Edwyn Harrison, Esq.  
Harrison, Lucey & Sagle  
1701 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006

Dear Mr. Harrison:

This letter is in response to your inquiry of November 4 regarding a potential conflict of interest involving Mark Gersh.

Mr. Gersh has been employed by the Commission since October 17, 1977, not August 26, 1977 as stated in your letter. He is not on leave of absence from NCEC.

Mr. Gersh is not involved in the processing of MUR 297 or any other compliance matter. All compliance matters are handled by the Office of General Counsel, subject to review by the Commission.

If you have any further questions with respect to MUR 297, I suggest that you direct them to our Office of General Counsel.

Sincerely,

*Thomas E. Harris*

THOMAS E. HARRIS  
Chairman



ACC 2001

LAW OFFICES  
HARRISON, LUCEY & SAGLE  
SUITE 500

RECEIVED  
FEDERAL ELECTION  
COMMISSION

1701 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D. C. 20006

NOV 9 AM 7:59

TELEPHONE 202 298-9030  
CABLE "MEHLAW"

MARION EDWYN HARRISON  
CHARLES EMMET LUCEY  
ROBERT F. SAGLE  
GREGORY W. ALTSCHUL

November 4, 1977

703270

The Honorable Thomas E. Harris  
Chairman  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

Re: NCEC v. CSFC et al  
MUR #297  
Conflict of Interest - Mr. Mark Gersh

Dear Mr. Chairman:

We represent the Committee for the Survival of a Free Congress ("CSFC"), 6 Library Court, S.E., Washington, D.C. 20003, a multicandidate political committee reporting to the Federal Election Commission ("FEC") and one of three Respondents in MUR #297, a Complaint filed more than one year ago by the National Committee for an Effective Congress ("NCEC"). On behalf of our client we filed our Motion to Dismiss in MUR #297 on February 28, 1977. Since that time there has been no contact or enquiry by FEC or any of its personnel with our client, any representative of our client or, to our knowledge, either of the other two Respondents or any representative of either of them.

Our client has reason to believe that until August 25, 1977 one Mark Gersh was employed full time by NCEC and that effective August 26, 1977 Mr. Gersh took a leave of absence from NCEC and since that date has been employed by FEC. Our client is advised by NCEC that Mr. Gersh is on a leave of absence from NCEC, that he no longer reports to work at NCEC but that from time to time he checks in for messages. Our client further has reason to believe that Mr. Gersh has among his assignments the auditing of multicandidate political committees under FEC jurisdiction and that he has access to individuals

73040011493

The Honorable Thomas E. Harris  
Page two  
November 4, 1977

conducting such audits.

On behalf of our client we vigorously protest the hiring of Mr. Gersh directly from NCEC to FEC, the agency responsible for regulating NCEC. This is an example of the typical "in and out" type of potential for conflict of interest - the revolving door by which employees of the regulated are hired by the regulator to regulate their former employees. Even more glaring as a conflict of interest would be the hiring of Mr. Gersh while he continues on leave of absence status with NCEC and, as noted above, our client is informed by NCEC that such is his status.

More specifically, we would protest as a further and more egregious conflict of interest any role, directly or indirectly, which Mr. Gersh might have with respect to CSFC, either during the pendency before FEC of NCEC's charges against CSFC or otherwise.

Our client requests a written assurance that no activity of Mr. Mark Gersh with respect to our client would or will be honored or implemented by FEC; that such activity, if any, will be stricken from the record; that determination of MUR #297 and of any audit of CSFC will be conducted by personnel neither connected with, nor influenced by, either NCEC or Mr. Mark Gersh; and that forthwith FEC will determine authoritatively whether Mr. Gersh has severed, formally and informally, his connection and contact with NCEC and that, if he has not, FEC will terminate his services.

We should appreciate being advised in the premises with specificity and at your early convenience.

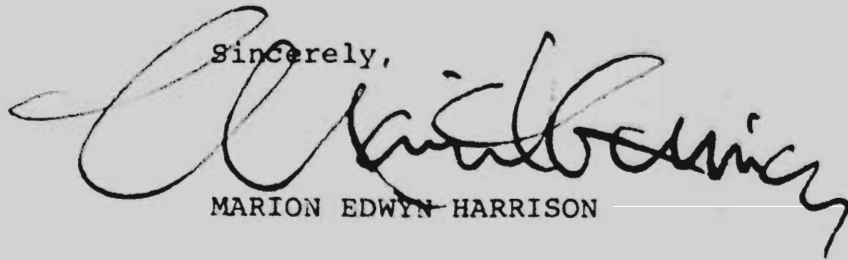
On behalf of our client we waive confidentiality as to MUR #297 mandated by the provisions of the Federal Election Campaign Act Amendments of 1976, PL 94-283, 2 USC §437g(a)(3)(B) and request that all files pertaining to MUR #297 be spread upon the public record.

Our client reserves its rights pursuant to the

The Honorable Thomas E. Harris  
Page three  
November 4, 1977

provisions of 2 USC §437g(a)(9) should FEC not act finally with respect to MUR #297 during the present month (reference the General Counsel's letter dated October 11, 1977, photocopies of correspondence attached).

Sincerely,

A large, stylized handwritten signature in dark ink, appearing to read "Marion Harrison", is written over the typed name.

MARION EDWIN HARRISON

cc: Commissioners, FEC  
General Counsel, FEC

Enclosures

MEH:mh

78040011445

LAW OFFICES  
HARRISON, LUCEY & SAGLE

SUITE 500  
1701 PENNSYLVANIA AVENUE, N. W.  
WASHINGTON, D. C. 20006  
TELEPHONE 202 298-9030  
CABLE "MEHLAW"

MARION EDWYN HARRISON  
CHARLES EMMET LUCEY  
ROBERT F. SAGLE  
GREGORY W. ALTSCHUH

September 30, 1977

The Honorable Thomas E. Harris, Chairman  
Federal Election Commission  
Washington, D.C. 20001

Re: NCEC v. CSFC  
FEC MUR #297 (76)

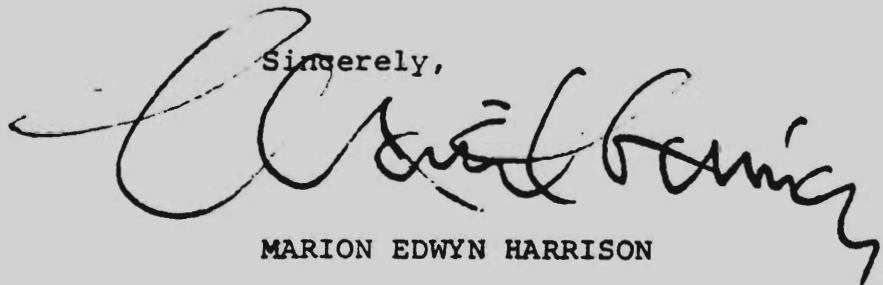
Dear Mr. Chairman:

As counsel for the Committee for the Survival of a Free Congress, Respondent herein, we are most reluctant to inconvenience all concerned by invoking our client's rights pursuant to the provisions of 2 USCA §437g(a)(9)(A). Therefore, we invite your attention to the fact that this matter has been pending since October 22, 1976, the last pleading to our knowledge, our Motion to Dismiss, having been filed on February 28, 1977.

We should appreciate an early resolution and continue available to answer questions. We have not been contacted in this regard.

May we be advised of the date this matter is likely to be concluded?

Sincerely,



MARION EDWYN HARRISON

MEH:mh

78040011445

200# 1994

LAW OFFICES

HARRISON, LUCEY & SAGLE

SUITE 500

1701 PENNSYLVANIA AVENUE, N. W.

WASHINGTON, D. C. 20004

TELEPHONE 202 298-9030

CABLE "MEHLAW"

RECEIVED  
FEDERAL ELECTION  
COMMISSION

NOV 7 AM 9:25

November 4, 1977

703243

MARION EDWYN HARRISON  
CHARLES EMMET LUCEY  
ROBERT F. SAGLE  
GREGORY W. ALTSCHUN

The Honorable Thomas E. Harris  
Chairman  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

Re: NCEC v. CSFC et al  
MUR #297  
Conflict of Interest - Mr. Mark Gersh

Dear Mr. Chairman:

We represent the Committee for the Survival of a Free Congress ("CSFC"), 6 Library Court, S.E., Washington, D.C. 20003, a multicandidate political committee reporting to the Federal Election Commission ("FEC") and one of three Respondents in MUR #297, a Complaint filed more than one year ago by the National Committee for an Effective Congress ("NCEC"). On behalf of our client we filed our Motion to Dismiss in MUR #297 on February 28, 1977. Since that time there has been no contact or enquiry by FEC or any of its personnel with our client, any representative of our client or, to our knowledge, either of the other two Respondents or any representative of either of them.

Our client has reason to believe that until August 25, 1977 one Mark Gersh was employed full time by NCEC and that effective August 26, 1977 Mr. Gersh took a leave of absence from NCEC and since that date has been employed by FEC. Our client is advised by NCEC that Mr. Gersh is on a leave of absence from NCEC, that he no longer reports to work at NCEC but that from time to time he checks in for messages. Our client further has reason to believe that Mr. Gersh has among his assignments the auditing of multicandidate political committees under FEC jurisdiction and that he has access to individuals

78040011447

78040011448

The Honorable Thomas E. Harris  
Page two  
November 4, 1977

conducting such audits.

On behalf of our client we vigorously protest the hiring of Mr. Gersh directly from NCEC to FEC, the agency responsible for regulating NCEC. This is an example of the typical "in and out" type of potential for conflict of interest - the revolving door by which employees of the regulated are hired by the regulator to regulate their former employees. Even more glaring as a conflict of interest would be the hiring of Mr. Gersh while he continues on leave of absence status with NCEC and, as noted above, our client is informed by NCEC that such is his status.

More specifically, we would protest as a further and more egregious conflict of interest any role, directly or indirectly, which Mr. Gersh might have with respect to CSFC, either during the pendency before FEC of NCEC's charges against CSFC or otherwise.

Our client requests a written assurance that no activity of Mr. Mark Gersh with respect to our client would or will be honored or implemented by FEC; that such activity, if any, will be stricken from the record; that determination of MUR #297 and of any audit of CSFC will be conducted by personnel neither connected with, nor influenced by, either NCEC or Mr. Mark Gersh; and that forthwith FEC will determine authoritatively whether Mr. Gersh has severed, formally and informally, his connection and contact with NCEC and that, if he has not, FEC will terminate his services.

We should appreciate being advised in the premises with specificity and at your early convenience.

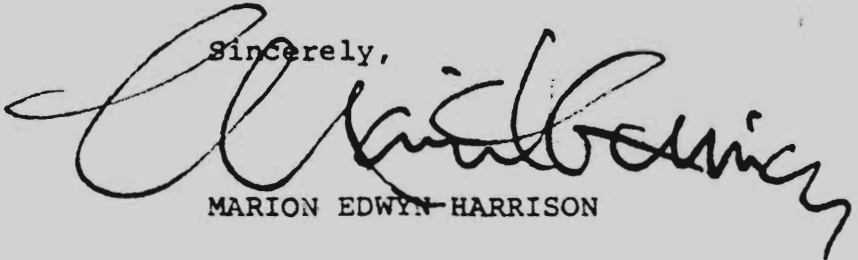
On behalf of our client we waive confidentiality as to MUR #297 mandated by the provisions of the Federal Election Campaign Act Amendments of 1976, PL 94-283, 2 USC §437g(a)(3)(B) and request that all files pertaining to MUR #297 be spread upon the public record.

Our client reserves its rights pursuant to the

The Honorable Thomas E. Harris  
Page three  
November 4, 1977

provisions of 2 USC §437g(a)(9) should FEC not act finally with respect to MUR #297 during the present month (reference the General Counsel's letter dated October 11, 1977, photocopies of correspondence attached).

Sincerely,



MARION EDWIN HARRISON

cc: Commissioners, FEC  
General Counsel, FEC

Enclosures

MEH:mh

78040011440



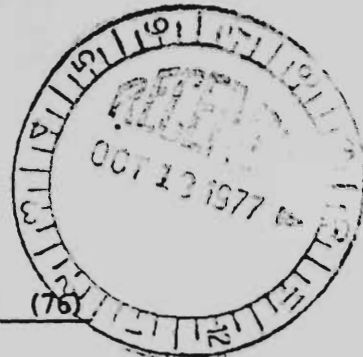


FEDERAL ELECTION COMMISSION

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

October 11, 1977

Marion Edwyn Harrison, Esquire  
Harrison, Lucey and Sagle  
Suite 500  
1701 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006



Re: MJR 297 (76)

Dear Mr. Harrison:

This is in response to the letter, dated September 30, 1977, by which you requested information as to the status of the above referenced matter.

I realize that the matter has been pending for a considerable period of time and hope that the delay has not caused your client, the Committee for the Survival of a Free Congress, any great inconvenience.

I anticipate presenting a report to the Commission before the middle of November, and will notify you promptly of the Commission's action on that report.

Sincerely yours,

William C. Oldaker  
General Counsel



78040011450



FEDERAL ELECTION COMMISSION

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

October 14, 1977

MEMORANDUM

TO: BILL OLDAKER

THROUGH: ORLANDO B. POTTER *OB.P.*  
BOB COSTA *BC*  
TOM HASELHORST *T.H.*

FROM: RICK HALTER *R.H.*

SUBJECT: MULTICANDIDATE COMMITTEE FIELD AUDIT -  
NATIONAL CONSERVATIVE POLITICAL ACTION  
COMMITTEE (NCPAC) MUR 297 & MUR 332

As requested by your office the following information is being supplied to answer the questions raised in the above MUR's.

MUR-297

During the course of the NCPAC fieldwork, the Audit staff in accordance with the audit program approved by the Commission did not find any indication that NCPAC is affiliated with any political committee.

In addition, as requested by a member of your staff, and also in consonance with the audit program, NCPAC's procedure for making postage loans was examined. In essence, this procedure is merely a variant of a direct transfer of funds to a committee. These loans were to defray the postage costs of the receiving committees' direct mail solicitations. The Committee viewed this as an effective utilization of monies expended in that it should result in additional dollars for the recipient committee as a result of fundraising returns. The fact that NCPAC often forgives the indebtedness merely reclassifies the loan as a direct transfer which is also acceptable.



-MEMORANDUM TO BILL OLDAKER  
Page 2

MUR-332

The Commission concluded that in order to terminate MUR 332, the various figures set forth in NCPAC's response of January 28, 1977, relating to the itemization of individual contributors on their 10 day pre-general election report, required verification. The figures requiring verification and the Audit staff's analysis are detailed below:

(1) 1,194,826 solicitations were mailed in the months of August and September 1976.

As of this date, the Audit staff has been able to verify that 380,058 pieces were mailed. The Committee is attempting, with the aid of Richard A. Viguerie & Company, to reconstruct the raw data from which the 1,194,826 figure was developed. An updated figure will be forthcoming as soon as possible. However, the number of responses received is not only a function of the quantity mailed, but also the quality of the lists used. Therefore, the simple ratio depicting the rate of return, without knowing the qualitative aspects of the lists used, may not be germane.

(2) 31,542 responses received during the period October 1 through October 18, 1976, totalling \$551,798.46 and consisting of \$42,587.32 in itemized and \$509,211.14 in unitemized contributions.

Our review disclosed that the actual inclusive receipt dates were September 30, 1976 through October 15, 1976. NCPAC closed its books on September 29, 1976 for the October 10, 1976 report and on October 15, 1976, for the 10 day report. There was no gap in reporting and the fact that the books were closed one business day earlier than required does not appear to warrant any amending action by the Committee. The figures presented in Attachment #1 were verified using independent sources such as deposit tickets and bank statements, batching and internal control reports of an independent caging firm, and systems analysis and testing of NCPAC financial reporting and records systems.

It is the opinion of the Audit staff that except for the inclusion of the September 30, 1976 data and exclusion of the October 18, 1976 data, the figures cited in (2) above and reported by NCPAC are accurate in all material aspects.

cc: Mr. Vincent Convery, Jr.  
Office of General Counsel

Attachment as stated

NCPAC  
Analysis of Receipts Activity 10/1-10/18/76

Description	1976 Date of Receipt/ Deposit	Amount Deposited (A)	Amount Inputed (B)	# of Contributions (B)
General Account NS&T	9/30	11,608.38	11,608.38	537
	10/1	13,973.50	13,973.50	544
	*			
	10/4	14,827.29	14,802.29	782
	10/5	11,368.75	11,368.75	539
	10/6	73,874.03	73,654.03	4,007
	10/7	64,134.69	64,134.69	3,425
	10/8	51,718.13	51,713.73	2,926
	*			
	10/12	184,156.85	184,156.85	10,816
	10/13	48,528.68	48,528.68	2,776
	10/14	32,018.23	32,018.23	2,778
	10/15	40,091.33	40,059.33	2,412
	*			
	10/18	84,442.97	84,442.97	4,429
		630,743.43	630,461.43	35,971
Federal Acct. NS&T				
	10/8	3,000.	3,000	1
	10/12	2,500	2,500	3
Grand Total 9/30-10/18		636,243.43	635,961.43	35,975
Actual Receipts 10/1-10/8/76			624,635.05	35,438
As reported by NCPAC 9/30-10/15/76			551,518.46	31,542
Difference (C)			73,116.59	3,896

## Legend

- (A) Verified using deposit slips and bank statements
- (B) Verified using independent caging firm's reports
- (C) Made up of 10/18 receipts less 9/30 receipts
- \* No activity 10/2, 3, 9, 10, 11, 16, and 17.



FEDERAL ELECTION COMMISSION

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

October 11, 1977

Marion Edwyn Harrison, Esquire  
Harrison, Lucey and Sagle  
Suite 500  
1701 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006

Re: MUR 297 (76)

Dear Mr. Harrison:

This is in response to the letter, dated September 30, 1977, by which you requested information as to the status of the above referenced matter.

I realize that the matter has been pending for a considerable period of time and hope that the delay has not caused your client, the Committee for the Survival of a Free Congress, any great inconvenience.

I anticipate presenting a report to the Commission before the middle of November, and will notify you promptly of the Commission's action on that report.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker".

William C. Oldaker  
General Counsel



ACC# 1720

LAW OFFICES

HARRISON, LUCEY & SAGLE

SUITE 500

1701 PENNSYLVANIA AVENUE, N. W.

WASHINGTON, D. C. 20006

TELEPHONE 202 298 9030

CABLE "MEHLAW"

FEDERAL ELECTION  
COMMISSION  
77 OCT 3 AM 10:45

MARION EDWYN HARRISON  
CHARLES EMMET LUCEY  
ROBERT F. SAGLE  
GREGORY W. ALTSCHUH

September 30, 1977

702886

The Honorable Thomas E. Harris, Chairman  
Federal Election Commission  
Washington, D.C. 20001

Re: NCEC v. CSFC  
FEC MUR #297 (76)

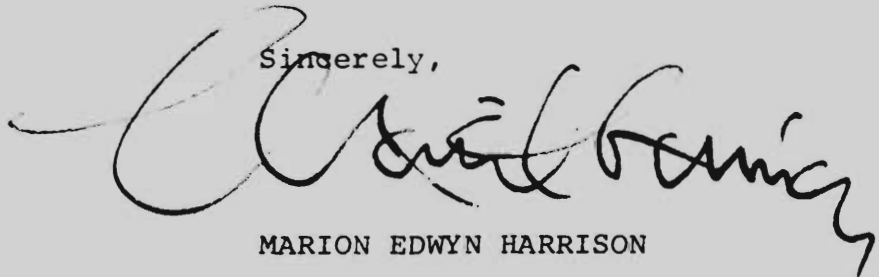
Dear Mr. Chairman:

As counsel for the Committee for the Survival of a Free Congress, Respondent herein, we are most reluctant to inconvenience all concerned by invoking our client's rights pursuant to the provisions of 2 USCA §437g(a)(9)(A). Therefore, we invite your attention to the fact that this matter has been pending since October 22, 1976, the last pleading to our knowledge, our Motion to Dismiss, having been filed on February 28, 1977.

We should appreciate an early resolution and continue available to answer questions. We have not been contacted in this regard.

May we be advised of the date this matter is likely to be concluded?

Sincerely,



MARION EDWYN HARRISON

MEH:mh

78040011453

September 16, 1977'

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MURs 297/332

Please have the attached Interim Report on MURs 297/332 distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of September 22, 1977.

Thank you.

BEFORE THE FEDERAL ELECTION COMMISSION  
September 15, 1977

In the Matter of )  
 )  
 )  
 )  
National Conservative Political )  
Action Committee )  
 )  
Committee for Responsible ) MUR 297 (76)  
Youth Politics )  
 )  
Committee for the Survival )  
of a Free Congress )

and

In the Matter of )  
 )  
National Conservative Political ) MUR 332 (76)  
Action Committee )

INTERIM REPORT TO THE COMMISSION

Commission audit of respondent National Conservative Political Action Committee's (NCPAC) records began on May 2, 1977, but was suspended shortly afterwards when NCPAC refused to allow the auditors access to all its records. After additional negotiations NCPAC agreed to make all of its records available and Commission auditors were to resume the audit on September 20, 1977.

The background is as follows:

On December 29, 1976, the Commission found reason to believe in both MUR's. Regarding MUR 297, the Commission found reason to believe that the three respondents were affiliated political action committees, that they had not reported their status as such in violation of 2 U.S.C. §433(b)(2), and that they had exceeded the contribution limits set forth in 2 U.S.C.



§441a(a)(2)(A).

Regarding MUR 332, the Commission found reason to believe that NCPAC had violated 2 U.S.C. §434(b)(2), in that it had not identified all persons who had made contributions in an aggregate amount of more than \$100. (A routine examination of NCPAC's ten day pre-election report by Reports Analysis disclosed that NCPAC had reported receiving more than half a million dollars in unitemized contributions between October 1 and October 18, 1976.)

On March 24, 1977, the Commission determined that an audit of NCPAC's records would be necessary to verify certain figures that had been supplied in that Committee's response. On March 31, 1977, the Commission voted to take no further action in MUR 297 until the audit ordered in MUR 332 had been completed.

In the course of its audit, which began on May 2, 1977, the Commission staff discovered that NCPAC was maintaining "non-Federal" accounts which contained funds which could not legally be used in connection with Federal elections. NCPAC refused to grant access to those records.

The Commission made a formal request for access to the records in a letter dated June 6, 1977. In its letter of response, dated June 23, 1977, NCPAC opposed this request.

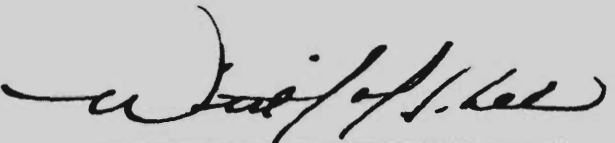
Several conferences and exchanges of correspondence between the Commission staff and J. Curtis Herge, Esq., counsel to NCPAC, ensued. In a letter dated July 28, 1977, Mr. Herge offered to allow the Commission auditors access to the non-Federal NCPAC records with the understanding that NCPAC would retain the right to object to future FEC audits; that the FEC would consider and review MUR's 297 and 332 within thirty days of the submission of the audit report; and that the FEC would take no action against NCPAC or its officers for, or by reason of, the fact its internal structure was not in strict compliance with section 102.6 of the regulations. In regard to the final "understanding," Mr. Herge noted that NCPAC had voluntarily complied with regulation 102.6 by establishing a separate state committee and by transferring the balance of its non-Federal accounts to that committee.

I responded to Mr. Herge by letter dated August 5, 1977. I agreed that access to the state committee records for the purposes of this audit does not estop NCPAC from challenging access in any future audit. I did not agree to be held to the thirty day time limit, but assured NCPAC that MUR 297 and MUR 332 would be reviewed promptly after the Commission's receipt of the audit report. Finally, Mr. Herge was advised that in view of the mitigating circumstances, I had no intention of recommending compliance proceedings against NCPAC on account of its

violation of regulation 102.6, since the arrangement of that Committee's non-Federal accounts has been based upon the recommendation of a Commission staff member, and since NCPAC already had voluntarily complied with the Act by separating its Federal and state activities into two committees.

Because of the ongoing audits of the 1976 campaigns for the House of Representatives, a mutually convenient time for the resumption of the NCPAC audit could not be arranged until September 20, 1977.

9/15/77  
Date

  
\_\_\_\_\_  
William C. Oldaker  
General Counsel

ACC 488

# National Conservative Political Action Committee

1500 wilson blvd. suite 513 arlington, va. 22209 (703) 522-2800

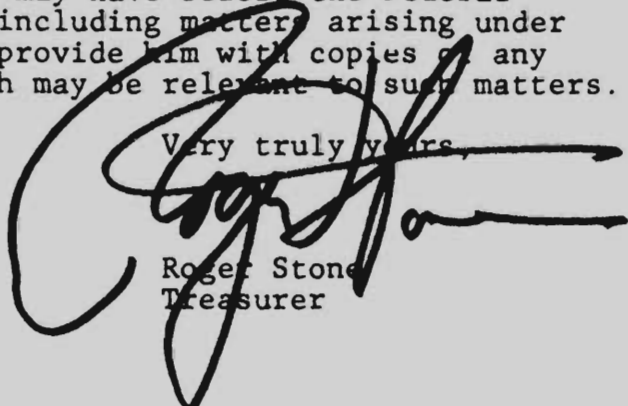
June 15, 1977

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

Dear Sirs:

The purpose of this letter is to advise you that J. Curtis Herge, Esq., of Sedam, Herge & Shreves, 7600 Old Springhouse Road, McLean, Virginia 22101, is our general counsel. You are authorized to confer with him on all matters we may have before the Federal Election Commission, including matters arising under 2 U.S.C 437g, and to provide him with copies of any written material which may be relevant to such matters.

Very truly yours,

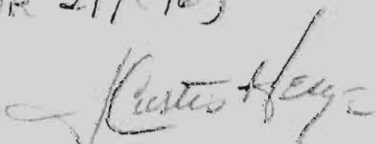
  
Roger Stone  
Treasurer

J. CURTIS HERGE  
ATTORNEY AT LAW

SEDAM, HERGE & SHREVES  
7600 OLD SPRINGHOUSE ROAD  
MCLEAN, VIRGINIA 22101  
(703) 821-1000

1701 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20006  
(202) 821-1000

78043011461

Please telephone me  
at your convenience  
regarding the status  
of MUR 297(76)  


4/17/77

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. John T. Dolan  
National Conservative Political  
Action Committee  
1500 Wilson Boulevard  
Arlington, Virginia 22209

Re: MUR 297 (76)

Dear Mr. Dolan:

This is in response to your letter dated May 4, 1977, concerning the complaint filed against NCPAC by the National Committee for an Effective Congress on October 26, 1976. We acknowledge receipt of NCPAC's response through counsel, dated January 20, 1977, and of your affidavit, with accompanying documents, of the same date.

In an attempt to make this response as clear as possible, I must make reference to another matter which concerned NCPAC, that designated MUR 332(76). As you recall, MUR 332 was our inquiry into your reporting of what appeared to be an unusually large number of unitemized contributions.

During February and March, 1977, the information contained in your response to MUR 297, together with that provided by your fellow respondents, the Committee for Responsible Youth Politics and the Committee for the Survival of a Free Congress, was being evaluated by members of our staff. Before that evaluation had been completed, we received the response you have filed in MUR 332.

That response was presented to the Commission on March 10, 1977. The Commission was of the opinion that, although the response appeared to address all the issues raised, it provided no basis for making a determination as to the accuracy of the figures cited therein. It was brought to the Commission's attention that NCPAC already was pending an audit under the audit policy that had been adopted in November, 1976. Accordingly, the Commission decided that

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the accuracy of the figures should be verified in the course of that routine audit. We advised you of this determination in our letter of April 4, 1977.

The Commission reviewed MUR 297 on March 31, 1977, and determined that no further action would be taken on it until the audit of NCPAC's records had been completed. Contrary to the observation expressed in your letter, it is not necessary that the Commission take final action on a MUR before auditing a respondent's records.

In closing, I regret and offer my apology for any difficulty you have experienced in communicating with this office.

Sincerely yours,

William C. Oldaker  
General Counsel

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CC MUR 297

<p>● SENDER: Complete items 1, 2, and 3. 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, &amp; address of delivery.. 35¢</p> <p><input type="checkbox"/> RESTRICTED DELIVERY.</p> <p><input type="checkbox"/> Show to whom and date delivered..... 65¢</p> <p><input type="checkbox"/> RESTRICTED DELIVERY.</p> <p><input type="checkbox"/> Show to whom, date, and address of delivery 85¢</p>	
<p>2. ARTICLE ADDRESSED TO:</p> <p>Mr. John T. Dolan</p>	
<p>3. ARTICLE DESCRIPTION:</p> <p>REGISTERED NO. 943389</p> <p>CERTIFIED NO. 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 type="checkbox"/> Authorized agent</p> <p><i>Valerie Henebrow</i></p>
<p>4. ADDRESS (Complete only if requested)</p> <p>JUN 20 1977</p>	
<p>5. UNABLE TO DELIVER BECAUSE:</p>	

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

WSC  
VConvery:dks:6/13/77

# National Conservative Political Action Committee

1500 wilson blvd. suite 513 arlington, va. 22209 (703) 522-2800

HCC #395  
NR IV  
NVR 297  
FEDERAL ELECTION COMMISSION

May 4, 1977

Mr. David R. Spiegel  
Federal Elections Commission  
1325 K Street NW  
Washington, D.C. 20463

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Dear Mr. Spiegel:

On October 26, 1976 the National Committee for an Effective Congress filed a complaint against the National Conservative Political Action Committee which the Federal Elections Commission chose to investigate. On January 3, 1977 the FEC officially notified us of the complaint and requested response which we painstakingly gave on January 20, 1977.

From that day to this we have yet to hear officially or unofficially from the Federal Elections Commission regarding this complaint. On two occasions I placed phone calls to your office which were not returned. Since it has been more than seven months since the filing of this complaint in October of 1976, we strongly believe that the FEC should either take definite action on this complaint or dismiss it out of hand.

As you know, the Commission is presently auditing our records, and I understand it is a common procedure to have all MURS in the state of final resolution before such an audit takes place.

I look forward to your response at your earliest convenience.

Sincerely,

John T. Dolan  
Chairman  
NCPAC

JTD/mjm

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )

National Conservative Political )  
Action Committee )

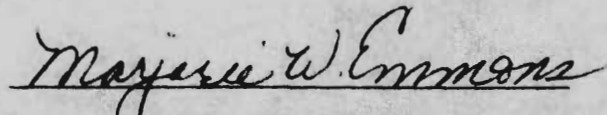
Committee for Responsible Youth )  
Politics )

Committee for the Survival of a )  
Free Congress )

MUR 297 (76)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on March 31, 1977, the Commission adopted the recommendation of the General Counsel that the case be held until the audit referred to in Section I, General Counsel's Report, dated March 29, 1977, is completed.

  
Marjorie W. Emmons  
Secretary to the Commission

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March 29, 1977

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
National Conservative Political	)	
Action Committee	)	
	)	
Committee for Responsible Youth	)	MUR 297 (76)
Politics	)	
	)	
Committee for the Survival of a	)	
Free Congress	)	
	)	

GENERAL COUNSEL'S REPORT

I. Status

On October 26, 1976, the National Committee for an Effective Congress filed a complaint against the Committee for Responsible Youth Politics (CRYP), the National Conservative Political Action Committee (NCPAC), and the Committee for the Survival of a Free Congress (CSFC), alleging that the three were affiliated multi-candidate political committees. Further, it was alleged that, by failing to report such affiliation, the committees had violated 2 U.S.C. §433(b)(2), and that, as a consequence of the affiliation, the three committees were subject to one contribution limit, which they had exceeded in several specified instances, in violation of 2 U.S.C. §441(a)(2)(A). On December 29, 1976, the Commission determined that there was reason to believe that a violation of the Act had occurred. By letters dated December 30, 1976, and January 3, 1977, the committees were notified of this determination and were invited to provide information which would demonstrate why no action should be taken against them.

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CRYP responded to the allegations in a letter of January 18, 1977. CSFC and NCPAC responded through counsel in letters dated January 19 and 20, 1977, respectively. CSFC and NCPAC also forwarded, inter alia, affidavits executed by their chief administrative officers, copies of contracts pertinent to the inquiry, and copies of their organization bylaws. Additionally, CSFC filed a Motion to Dismiss on March 1, 1977. (See Attachments).

On March 24, 1977, in regard to another complaint against NCPAC (MUR 332), the Commission voted to conduct a field audit to verify certain figures reported by the organization relating to unitemized contributions. As the accompanying memorandum from the Compliance Review Division indicates, the Commission also has authorized a full audit of NCPAC under the \$100,000 expenditure standard.

## II. Background

CRYP grew out of informal political discussion which began late in 1971. In June, 1972, the original directors of the organization decided to raise funds for the purposes of training young people in politics and placing them as youth staffers for conservative candidates for the U.S. Senate. A "Registration Form and Statement of Organization was filed with the Secretary of the Senate on June 5, 1972, and with

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the Clerk of the House on September 12, 1972. To this day, CRYP remains an informal organization, functioning without charter or bylaws.

CSFC was organized in June, 1974, for the purpose of making financial contributions and providing other assistance to candidates for election to the U.S. Senate and House of Representatives. It is an unincorporated organization which functions under a set of bylaws adopted on March 25, 1975.

NCPAC, organized as an unincorporated association on March 27, 1975, was incorporated under the District of Columbia Non-Profit Corporation Act on August 12, 1975. NCPAC was organized for the purpose of accepting contributions, or making expenditures, or both, for influencing, or attempting to influence the selection, nomination, election or appointment of any individual to any Federal, state or local office.

A comparison of the listings of the incorporators (where applicable), original officers, subsequent officers, directors and employees of each group reveals, with a few minor exceptions, a lack of commonage.

Each organization appears to be an independent entity which operates under its own set of rules (NCPAC and CSFC being governed by bylaws; CRYP conducting business by general consent of the members). A review of those bylaws and other rules does not indicate the existence of any authority on the part of one group to exert influence or power over either of the others.

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### III. Allegations

The complainant contends that the following are grounds for concluding the fact of affiliation:

#### A. Richard A. Viguerie:

Mr. Viguerie is a businessman who specializes in the sale of printing, mailing, list rental and other direct mail services. All three committees purchase, or have purchased, his services. The complaint sets forth the following as indicative of affiliation through Mr. Viguerie:

1. His identification in a New York Times article, dated May 23, 1975, as "director of fund raising for CSFC and NCPAC."

2. The lenience with which he has dealt with CRYP. It was alleged that, over the three years prior to the filing of the complaint, Mr. Viguerie extended to CRYP a line of credit that is "unusually generous when compared with the business posture usually assumed by private enterprises in dealing with political committees." The complainant contends that this record of lenience suggests that Mr. Viguerie has a personal stake in CRYP which strengthens his role as a controlling factor in its activities. (The Commission has already concluded that this allegation by itself does not afford Reason to Believe affiliation exists. MUR 303).

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3. The terms of his contracts. Again citing the New York Times article of May 23, 1975, the complainant alleges that Mr. Viguerie will rent mailing lists only if the prospective client will allow him future use of the new contributor names and contributor histories that the mailings yield. The complainant contends that each new client is benefitted through the use of a mailing list that was augmented at the expense of prior clients. Noting that outright transfer of the mailing lists among the committees would amount to strong evidence of affiliation, he argues that indirect transfer through a corporate structure arranged by Mr. Viguerie should likewise be viewed as evidence of affiliation.

4. Postage loans made by the committees to Stanley C. Burger. Mr. Burger, a candidate for the U.S. Senate from Montana, retained a Viguerie company to handle the direct mail fund-raising in his campaign. The three committees made numerous loans to the Burger campaign, which complainant believes were made to defray the costs of postage and other incidentals that had to be paid in advance of the mailings. Complainant does not appear to contest the legality of the loans themselves, but maintains that the method used to make the payments is "very revealing".



Complainant contends that the fact that many of the loans were made on the same dates is proof of concerted action among the committees. Furthermore, he alleges that the loans were delivered directly or indirectly to Mr. Viguerie's offices at the request of Mr. Viguerie or his agents.

Complainant suggests that Mr. Viguerie is co-ordinating the fund-raising activities of the three committees, and that the presence of this central, controlling figure strengthens the presumption of affiliation.

B. Other Common Policy Makers:

1. John T. Dolan. Mr. Dolan is identified in the complaint as being the Executive Director of NCPAC, while at the same time receiving salary and expenses from CRYP.

2. Morton C. Blackwell. Mr. Blackwell is identified in the complaint as being an executive in one of the Viguerie companies, while at the same time serving as Chairman of CRYP.

C. Other Postage Loans:

The record indicates that on March 29, 1976, NCPAC loaned \$1,300 to CRYP to pay the latter's postage expenses. Complainant believes that the proceeds of this loan were delivered directly or indirectly to the Viguerie offices to pay the advance costs of a CRYP mailing, at the request of Mr. Viguerie or his agents.

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D. Common Candidates Supported:

Complainant alleges that the three committees give financial support to virtually the same list of candidates.

E. Common Contributors:

Complainant alleges that the three committees have many of the same contributors.

F. Common Suppliers:

Complainant notes that all three committees have purchased goods and services from many of the same businesses. Complainant contends that this indicates that the committees are acting in concert and are communicating among themselves or through a common agent in such a manner that they must be deemed affiliated.

IV. Responses to the Allegations and Discussion Thereof:

A. Richard A. Viguerie:

1. With regard to Mr. Viguerie's being identified as "director of fund raising for NCPAC and CSFC":

a. NCPAC denied that Mr. Viguerie is its director of fund raising and averred that its only relationship with Mr. Viguerie is that he is "an officer of the Richard A. Viguerie Company, a supplier of services to NCPAC." NCPAC stated further that the contract between it and Mr. Viguerie is a "standard business arrangement which gives the Company no managerial control over NCPAC."

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b. CSFC denied that Mr. Viguerie is director of fund raising for, or holds any other position with, it. CSFC admitted only that an enterprise or enterprises owned or substantially controlled by Mr. Viguerie provides it with substantial direct mail services.

Discussion:

Nothing in the record supports an allegation that Mr. Viguerie is anything more than a supplier of services to NCPAC and CSFC. He is nowhere identified as an officer, director or employee of either organization, and has absolutely no authority to set policy, fiscal or otherwise, within them.

Although the terms of the contracts allow him great latitude in determining when any solicitation for contributions shall be mailed, it can be argued that such a grant of discretion is justified in view of the expertise he has accrued within the direct mail industry. Furthermore, it should be noted that the chairman of each committee has final responsibility for the content of the mailings, and that the committees, not Mr. Viguerie, have the responsibility to collect, count and dispose of any contributions raised.

2. With regard to the allegation that Mr. Viguerie has a personal or controlling interest in CRYP because he has extended unusually lenient credit terms to that organization: Richard A. Viguerie is nowhere identified as an officer, director or employee of CRYP, nor as one with any authority with regard to planning or setting policy within that organization.

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In an oral contract entered into in April, 1973, Mr. Viguerie agreed to supply direct mail services to CRYP. In this regard, attention is invited to MUR 303, wherein the Commission determined that there was no reason to believe that Mr. Viguerie has made an extension of credit to CRYP outside the ordinary course of business. When the agreement ended in July, 1974, CRYP owed Mr. Viguerie approximately \$20,000. Records on file with the Commission indicate that CRYP made payments to Mr. Viguerie on an irregular basis until April, 1976, when Mr. Viguerie required them to execute an interest-bearing promissory note for the balance then remaining, \$16,349.19. Regular payments followed and the note was retired, in advance of its due date, on October 29, 1976.

Despite the existence of such a considerable debt over such an extended period of time, CRYP does not feel that Mr. Viguerie's company was "overly generous in its credit terms." CRYP maintains that the Viguerie Company made every effort to collect the money owed it, short of recourse to the courts.

Discussion:

While CRYP appears to have been very casual in its repayment of the debt to Mr. Viguerie, it could well be that this was due to the fact that the contract was oral and, thus, vague as to its terms of payment. Moreover, it appears that

Mr. Viguerie's requirement, in April, 1976, that the Committee sign a promissory note, ended any period of lenience on his part.

3. With regard to the allegation that the terms of the Viguerie contracts providing for the rental of mailing lists benefit new clients at the expense of former clients:

CSFC entered into a contract with the Richard A. Viguerie Company (RAV) on July 1, 1974. The contract expired on November 30, 1974, but was renewed the following day and ran until January 1, 1977. On that date the parties entered into a new agreement which currently is in effect.

NCPAC entered into a contract with RAV on March 27, 1975. That contract still is in effect.

The portions of each contract dealing with the ownership of mailing lists are identical. They provide, essentially, that names and addresses and the records of amounts contributed which are compiled or otherwise acquired for the Committee by RAV shall be the property solely and exclusively of RAV and the Committee. They may be used at any time and in any manner by RAV, but may be used by the Committee only in connection with its own operations. The Committee may not at any time sell, lease or otherwise make available any of the names to any other party for any purpose whatsoever. RAV may use the names and addresses in any way it so desires.

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All lists developed by RAV must remain in the physical possession of RAV. If the Committee desires to make a mailing to the names and addresses developed under the contract, they must use the services of RAV to do so.

Dissussion:

Simply stated, Mr. Viguerie is in the business of renting mailing lists. It is reasonable to assume that he desires to maintain this business as a viable operation. He cannot do so unless he protects the lists he has developed. A client is not barred from future use of a list he has helped to augment-the restrictions are that he may use it only in the couse of his own operations and only under the safeguards that Mr. Viguerie has imposed for his own protection.

True, new clients may benefit to some extent from lists that have been developed in the course of another client's business, but this seems to be precisely the reason one enlists the services of a direct mail specialist. Furthermore, complainant appears to have overlooked the fact that each client must pay a substantial fee for Mr. Viguerie's services, thus, the operation does not even remotely resemble a transfer of the lists among the committees.

4. With regard to the allegation that Mr. Viguerie requested and coordinated the making of postage loans to the Burger campaign:

a. NCPAC admitted making postage loans to the Burger campaign but denied that there was any "mysterious conspiracy" or illegality connected with the transactions. NCPAC further noted that all such advances and loans were properly reported to the Federal Election Commission.

b. CSFC averred that the loans were requested by "advocates from Mr. Burger's candidacy" and not by personnel from NCPAC, CRYP, Mr. Viguerie, or a Viguerie organization. CSFC denied the implication of unlawful coordinating. CSFC stated that, to the best of its information and belief, whenever it made a loan to a campaign, it sent the money to the treasurer of the principal campaign committee of each candidate assisted.

c. CRYP averred that it made its loans at the request of Mr. Ron Burger, the campaign manager for Stanley Burger. CRYP stated that it has never made a joint decision with any other committee with respect to supporting any candidate. The Burger loans were made under the direction of the Committee's chairman and treasurer after a telephone polling of the directors. At the request of the Burger campaign manager, the money was sent to the candidate's agent, Diversified Mail Marketing, Inc., to be used to purchase postage, and was not to be used by the candidate to pay his debts to any particular creditor.

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Discussion:

To preclude a situation in which it might be considered to have made an illegal contribution, a company specializing in direct mail operations ordinarily will not advance money for postage and incidental expenses to a candidate about to embark upon a direct mail campaign.

If a candidate does not have sufficient funds to cover these initial expenses, it is reasonable to expect that he will contact his known supporters. That these supporters should respond on or about the same dates is no evidence of "conspiracy" or "illegal coordination". The more plausible explanation is that they were all solicited at about the same time.

B. Common Policy Makers:

1. John T. Dolan. NCPAC admitted that Mr. Dolan, its executive director, received a consulting fee from CRYP, but noted that it was in payment for services rendered prior to his employment at NCPAC. Since joining NCPAC he has from time to time been invited to serve as a guest speaker at CRYP campaign training seminars, and has been reimbursed only for expenses incurred in travelling to and from them.

CRYP admitted that Mr. Dolan was paid for services rendered in making arrangements for a nationwide series of training schools for the committee, but notes that such service occurred before his employment by NCPAC.

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Discussion:

Since Mr. Dolan did not specifically deny the allegation that he is a director of CRYP, it will be assumed for the purposes of this discussion, that he does fill that position.

CRYP is an informal organization that functions without charter or bylaws. Its members are its directors. Business is conducted by general consent of the members, but planning and the authorization of expenditures are made by the Chairman, Treasurer, and Executive Director. The organization has only one "paid employee", and her compensation consisted of the installation of a telephone in her home, at committee expense, during the 1976 campaign.

In summary, it appears that Mr. Dolan, the Executive Director of NCPAC, is also a member of CRYP. This connection does not appear to be of such magnitude as would lead to the conclusion that the two organizations are thus legally "affiliated".

2. Morton C. Blackwell. Mr. Blackwell did not deny that he is an executive in one of the Viguerie companies, but with respect to any influence that Mr. Viguerie might exert upon the CRYP, Mr. Blackwell responded as follows: Richard A. Viguerie has never attended a meeting of the committee. He has not been consulted as to which candidates the committee should help, nor is he informed

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as to which candidates are helped. He has specifically requested committee Chairman Blackwell to refrain from informing him of the political activities of the committee. The committee was in the process of formation months before Mr. Viguerie and Mr. Blackwell first met.

Discussion:

Given the vague nature of the allegation, Mr. Blackwell's response should be allowed to speak for itself.

C. Other Postage Loans:

NCPAC through the affidavit of its Executive Director, John T. Dolan, admits having forwarded \$1,300 to CRYP on March 29, 1976, as a loan. The money was paid to CRYP and not to Richard A. Viguerie or to any of his companies. NCPAC stated that it has not made any payments to the Richard A. Viguerie Company representing or in payment of a debt owed by a candidate and/or other committee to the Richard A. Viguerie Company, Inc.

CRYP avers that no contribution received by it was mailed to any company in which Mr. Viguerie has an interest. All contributions were mailed either to the residences of the committee's officers or to the committee's current accountant.

Discussion:

It is submitted that Mr. Dolan's affidavit, taken in conjunction with the information supplied by CRYP, is a sufficient answer to this allegation.

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D. Common Candidates Supported:

1. CSFC admits a "measure of commonality" as to candidates supported by it, NCPAC and CRYP, but avers that some commonality is inevitable when independent groups support candidates on the basis of similar political ideology.

2. NCPAC avers that it is "absurd and frightening" to think that political committees might be deemed to be affiliated because they render support to a similar list of candidates. NCPAC invited attention to the number of candidates who were supported by it, but not by CSFC or CRYP.

3. CRYP averred that it has never made a joint decision with any other committee to support any political candidate or his committee.

Discussion:

Reports on file with the Commission contain the following information with regard to the 1976 Federal Election:

For Senate:

NCPAC supported 20 candidates  
CSFC supported 17 candidates  
CRYP supported 4 candidates

4 candidates were supported by all three committees  
8 candidates were supported by NCPAC and CSFC  
8 candidates were supported by NCPAC only  
5 candidates were supported by CSFC only

For the House:

NCPAC supported 163 candidates  
CSFC supported 134 candidates  
CRYP supported 21 candidates

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20 candidates were supported by all three committees  
77 candidates were supported by NCPAC and CSFC  
1 candidate was supported by NCPAC and CRYP  
65 candidates were supported by NCPAC alone  
37 candidates were supported by CSFC alone

It is reasonable to expect that three political committees which espouse similar philosophies will demonstrate some degree of commonage in the candidates they support. However, it is felt that the statistics reflected above are indicative of substantial independence of thought among the three groups, and counter the allegation that they support "virtually the same list of candidates."

E. Common Contributors:

1. CSFC claims that it lacks sufficient information to know which of its contributors also contributes to NCPAC, to CRYP, or to any other committee supporting a candidate or candidates who espouse conservative political principals and avers that the measure of such overlap, if any, legally is irrelevant and to some extent pragmatically is inevitable and coincidental.

2. NCPAC denies that it has received contributions from "many of the same contributors" as contribute to CSFC and to CRYP. NCPAC notes that the complainant has listed only twenty-five "common contributors" out of its total list of approximately eight hundred itemized contributors.

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NCPAC felt that it should not be considered unusual that organizations with similar philosophical interests which conduct nationwide fundraising drives will attract support from similar sources.

3. CRYP averred that it is a committee which attempts to generate youth support and other aid for conservative candidates who have a good chance of election. CRYP avers that it is not strongly influenced by decisions on candidates by any other committee or individual.

Discussion:

The records maintained by the Commission indicate that each of the respondent committees has hundreds of contributors. It is unreasonable to suggest that, because a few dozen contributors gave to two or more committees, it is indicative of affiliation, especially in light of the fact that the three espouse similar political philosophies and solicit contributions through the same direct mail service.

F. Common Suppliers:

NCPAC and CSFC both admitted that they have purchased goods and/or services from the business concerns named in Exhibit 6 of the complaint. NCPAC also noted that the list of suppliers consisted of companies that have some connection with the production of bulk mailing, and pointed out that under the terms of its contract with the Viguerie Company, the latter had the responsibility to secure all printing

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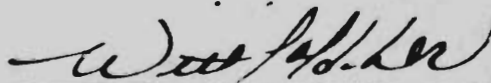
material, supplies and related services. NCPAC thus maintains that the reason that all three organizations may have made expenditures to the same suppliers is simply because each has contracted with the Viguerie Company.

Discussion:

The three respondent committees are in "the same business", are headquartered in the immediate Washington, D.C., vicinity, and have contracted with the Viguerie Company. NCPAC's explanation for the fact of the common suppliers appears to be reasonable, and it would seem difficult on those facts alone to find affiliation.

V. Recommendation

The complaint and responses raise difficult problems relating to the interrelation of NCPAC, CRYP and CSFC. We would recommend, therefore, that the case be held until the audit referred to in Section I, above, is completed. It is believed that this audit may well note transactions between the organizations which might shed light on their affiliation.



WILLIAM C. OLDAKER  
GENERAL COUNSEL

DATE:

3/24/77

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BEFORE THE FEDERAL ELECTION COMMISSION

National Committee for an	}	
Effective Congress	}	
	}	
	}	
v.	}	MUR #297 (76)
	}	
	}	
Committee for the Survival	}	
of a Free Congress	}	

BRIEF OF CSFC  
IN SUPPORT OF RESPONDENT'S MOTION TO DISMISS

Introduction

Respondent files this Brief in support of its Motion to Dismiss. For convenience of reference the format follows that of the Letter of Complaint herein.

I. Violations

A. Registration

The sole theory of alleged violation herein is that Respondent is affiliated with the National Conservative Political Action Committee ("NCPAC") and the Committee for Responsible Youth Politics ("CRYP"); Respondent did not list the name, address and relationship of either or both at any place on its Federal Election Committee ("FEC") registration statement; and, therefore, Respondent is in violation of the law. 2 USCA §433(b)(2); Proposed 11 CFR §100.14, 41 FR 35397 (August 25, 1976).

There is no requirement for such listing unless Respondent and either NCPAC, CRYP or both of them are "affiliated" as that term is used in §100.14. Thus, the only question is the determination of affiliation. If there is no affiliation, the requirements are inapplicable and the Letter of Complaint must be dismissed. As subsequent discussion demonstrates, there is no affiliation.

B. Transfers Out

Respondent in its Answer admits the alleged transfers out.

It appears to be the theory of the Letter of Complaint that because Respondent's transfers out when combined with those of NCPAC and/or CRYP from time to time exceed the allowable sum of \$5,000.00 per election there is a violation. 2 USCA §441a(a)(2)(A). There is no violation of §441a(a)(2)(A) unless Respondent is affiliated with NCPAC, CRYP or both. The Letter of Complaint does not so contend.

II. Indicia of Affiliation

A. Richard A. Viguerie

The allegations of §A are argumentative and conclusory. As indicated in Respondent's Answer, Richard A. Viguerie ("Mr. Viguerie") neither now, nor at any time, holds, or has held, a position with Respondent. The relationship is that of advertiser-mailer. Respondent invites FEC's attention to the contracts

between Respondent and one of Mr. Viguerie's companies. These contracts are normal commercial ventures.

Neither Mr. Viguerie nor any of his companies "has extended a line of credit over the past three years that is unusually generous when compared with the business posture normally assumed by private enterprises when dealing with political committees". The Letter of Complaint states no frame of reference. Hence, Respondent cannot know the standard of payment schedule to which the Letter of Complaint would hold Respondent. However, the unarticulated standard of the Letter of Complaint is irrelevant. By the strictest of commercial criteria Respondent has paid its bills timely. The normal course is 30 days. On occasion Respondent has held a figure payable to 60 days and on the rarest of occasions to 90 days. The books of CSFC, available for perusal by FEC, show an unusually high percentage of payables - to all creditors - met within 30 days.

Typical of the pleading of the Letter of Complaint is the superficially pregnant allegation that Mr. Viguerie's contractual option of utilizing Respondent's mailing list for other purposes somehow implicates NCPAC, CRYP or both of them. There is nothing unusual - possibly it is the more common practice - for a direct mailing firm to broker its mailing lists or internally to use some or all of a mailing list for a solicitation unrelated to the genesis of the mailing list. Thus, it is very likely that Mr. Viguerie or one of his companies utilizes some or all of Respondent's mailing list for noncompetitive and commercially viable mailings as, for example, to a charity. Respondent's list obviously is not used for NCPAC or CRYP mailings, or vice versa, for each would weaken the draw of the other. As a business



venture Mr. Viguerie's motive is to maximize return and thereby increase profit. As a multicandidate committee seeking by direct mail to raise funds Respondent's motive similarly is to maximize its return. The Letter of Charges incredulously would have one believe that the lists are interchanged each to weaken the other. This, of course, hardly would prove that Respondent was affiliated with NCPAC or CRYP although undoubtedly it would prove a poor business practice. The Letter of Charges would have the FEC believe that both Mr. Viguerie and Respondent would pursue a modus operandi contrary to the interests of each.

The Letter of Complaint somewhat magically asserts that the mailing list, implying only one list, "was built and refined at the expense of" Respondent, NCPAC, CRYP or some combination thereof. This naive allegation grossly simplifies the nature of a computerized mailing service. The list of a particular client is built and refined by the most sophisticated of techniques over a period of years. Each addition to, or deletion from, a list purposely is designed to strengthen the list. The notion that one can build a single list and use it for three essentially competitive fund-raising organizations is too simplistic to require response.

B. Other Common Policy Makers

The Letter of Complaint alleges that Mr. Viguerie and sundry unnamed "common principals" exist. No officer or employee of Respondent has, or has had, any policy, business, professional, equity or other connection with Mr. Viguerie or a Viguerie



company. Similarly no such officer or employee of Respondent has, or has had, such a connection with NCPAC and/or CRYP.

C. The Burger Loans

Respondent's Answer sets forth the relevant facts with respect to the Burger loans. It is upon the basis of these facts and not a series of coincidences that FEC must evaluate the Letter of Complaint. §C of the Letter of Complaint is a classical study in the use of inevitability, coincidence and insinuation. An analysis of each of these indicates the sham of the conclusion sought.

Mr. Stanley C. Burger is said to have retained "the Viguerie companies" for direct mail fund raising for his campaign. Those "Viguerie companies" handle direct mail solicitation for Respondent, NCPAC and CRYP. Of course, they also handle direct mail solicitation for other organizations, both political and charitable, but were the Letter of Complaint to enumerate these the implicit invidiousness would dissolve. Out of the coincidence that Mr. Burger retained "the Viguerie companies" while Respondent, NCPAC, CRYP and other organizations also retained a Viguerie company the Letter of Charges implies but cannot establish some kind of affiliation.

Respondent, NCPAC and CRYP, erroneously denominated "the three Viguerie committees", are said each to have loaned money to the Burger committee. Respondent, in fact, did so. An element

of the sinister is conveyed when the Letter of Complaint denominates the loans as "postage", placing quotation marks around the noun as if to imply collusion. Respondent's loans - two of \$3,000.00 each, more or less, made on or about May 27 and June 23, 1976 - were requested by advocates of Mr. Burger's candidacy and not by personnel from NCPAC, CRYP, Mr. Viguerie or a Viguerie organization. The usual and most logical source of a request for aid in a campaign is the candidate or his representative. The mind hardly is boggled by the happenstance that a candidate or his representative approximately concurrently would seek campaign aid from several different organizations believed to be favorable to his candidacy. Mr. Burger's opponent or his representative undoubtedly sought, and presumably received, campaign assistance - whether in cash contribution, in kind or loans - from those organizations favorable to his viewpoint and undoubtedly those seekings also approximately were concurrent. The fact that all primaries in a state and all elections nationwide are held on universal dates leads inescapably to a high level of simultaneous campaign activity by numerous candidates.

The Letter of Complaint reaches for the absurd when it concludes ipse dixit "that many of the loans were made on approximately the same date. This alone is proof of concerted action . . ." The making of several loans on approximately the same date to a single candidate per se proves nothing. Among the range of possibilities presumably the most common positive factor is that the donee of a contribution or loan requested them all on approximately the same date.

The belief of the National Committee for an Effective Congress ("NCEC") that the loans were made "at the request of Mr. Viguerie or his agent" is unsubstantiated. In the case of Respondent these loans were requested by advocates of Mr. Burger's candidacy and were made upon the independent judgment of CSFC according to its unvarying practice of polling its officers.

NCEC reveals a weakness in its argument by admitting that even "if it can additionally be shown that Mr. Viguerie is coordinating the loaning activities of" Respondent, NCPAC and CRYP, the consequence is only "*the presumption of affiliation.*" [Italics supplied.] Of course, the showing is contra.

There is no language in the proposed regulations to prohibit coordinating per se. However, FEC need not reach that question because there was no coordinating. With neither coordinating nor a regulation identifying coordinating as an element of affiliation, NCEC's allegation is irrelevant.

D. Other Postage Loans

The allegations of \$D do not relate to Respondent.

E. Common Candidates Supported

The fact that some commonality is inevitable when independent groups support candidates on the basis of similar political ideology should be sufficient to strike the allegations of

SE. In every sphere of the political process a candidate with a pronounced view, whether ideological or group-oriented, is likely to receive support from a number of organizations endorsing that view. The most common example is the many candidates who espouse those views supported by organized labor. These candidates almost without exception receive contributions from a number of labor groups. No collusion, conspiracy or coordination is required. Views of the candidate are known; the candidate solicits organizations with like views; and an inevitable commonality of concurrence results.

Notwithstanding the foregoing, the actual commonality involving Respondent, NCPAC and CRYP, as seen by NCEC's Exhibit 4, is considerably less than the sweeping allegation. If Respondent, NCPAC and CRYP were intending to support identical candidates and in amounts proportionate to their resources, Exhibit 4 would suggest their competence in implementing that coordination was quite limited.

F. Common Contributors to the Committees

As Respondent avers in its Answer, Respondent can only know who has contributed to NCPAC or to CRYP or to any other committees supporting a candidate or candidates who espouse conservative political principals by reviewing statements filed with the FEC. NCEC probably just as well could have reviewed the list of contributors to the Gun Owners of America and to various Reagan committees to find a similar measure of overlap. The proposed

regulations sagely make no reference to overlapping sources of contributions as an element of affiliation. That criterion was manufactured by NCEC. Even if the criterion of common contributors existed, NCEC's Exhibit 5 is de minimis: fewer than two dozen individuals are shown to have contributed in excess of \$100.00 to two or more among Respondent, NCPAC and CRYP. Respondent has some 85,000 contributors, of whom 4,236 have contributed more than \$100.00. There is no standard by which only one half of 1% of contributors of more than \$100.00 could be considered significant.

#### G. Common Suppliers

NCEC similarly manufactures a new criterion relating to common suppliers. The proposed regulations contain no such criterion. In any event, the extent to which Respondent has purchased goods from, or used the services of, suppliers which also supply either or both of NCPAC and CRYP is insignificant with the exception of course, of Richard A. Viguerie Inc. NCEC does not allege, and Respondent is aware of no, ownership, control or interest of Mr. Viguerie or of any officer or employee of a Viguerie company, of Respondent, of NCPAC or of CRYP in any of the firms from which Respondent has secured supplies.

#### III. First Affirmative Defense

The proposed 11 CFR §100.14(c), the definition of "affiliated" upon which NCEC exclusively relies, reads pertinently

as follows:

"(c) *Affiliated committee.*

"(1) . . .

"(2) All committees . . . established, financed, maintained, or controlled by the same . . . person . . . are affiliated.

"(i) Application of the rule of this paragraph means that -

"(A) . . .

"(B) . . .

"(C) . . .

"(D) . . .

"(E) All the political committees established by the same person . . . are affiliated.

"(ii) For organizations not covered by (i) above, indicia of establishing, financing, maintaining, or controlling, include -

"(A) . . .

"(B) . . .

"(C) . . .

"(D) Similar patterns of contributions;

"(E) . . ."

Respondent does not fall within the sweep of §100.14 (c)(2) because Respondent was neither established nor is it financed, maintained or controlled by the same person.

Respondent was established by persons who had and have no connection with Mr. Viguerie, a Viguerie company, NCPAC or CRYP.

(Interrogatory #2) Respondent always has officed and operated independently.<sup>1/</sup>

Respondent is not financed by a person who also finances NCPAC and/or CRYP. Respondent is financed by its contributors, few of whom contribute to NCPAC or CRYP and none of whom, one may assume, is controlled by anybody.

Respondent maintains itself independently, scrupulously researching every candidacy to which it is asked to contribute and without exception polling (usually at a scheduled monthly meeting) each of its officers. Respondent retains independent counsel (who has never met Mr. Viguerie and is only very passingly acquainted with anyone connected with NCPAC or CRYP) and otherwise comports itself according to its independent evaluation of its best interests.

Respondent is controlled by no one. It neither seeks nor receives advice from any external source as to its operations. Only infrequently does it receive a request other than from a candidate or the representative of a candidate. Of all the allegedly conspiratorial contributions to which the Letter of Complaint refers, in only one instance was Respondent asked by a person connected with Mr. Viguerie, a Viguerie company, NCPAC or CRYP to make a contribution. On that occasion, involving a contribution to a candidate in the Indiana Republican Senatorial Primary, Respondent received approximately contemporaneously requests from an individual connected with NCPAC and another connected with the campaign. Respondent contributed only after

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<sup>1/</sup> Curiously and irrelevantly, Respondent originally housed itself in the same building as NCEC.

having received a request from a representative of the candidate.

It is clear that Respondent is not a committee, established, financed, maintained or controlled by a person connected with another committee.

#### IV. Second Affirmative Defense

Respondent was not established by the same person who established any other committee and therefore is not affiliated within the purview of proposed 11 CFR §100.14(b)(2)(i)(E). Respondent independently was established by five persons of like mind and intent - the original officers and Mr. Paul Mr. Weyrich, the original and continuing paid director. (Interrogatory #2) Each of the four establishing officers and Mr. Weyrich at the time of establishment of Respondent in or about June 1974 had had a long and abiding interest in the furtherance of conservative political principles. Each had either practical or scholarly background. That these people should join together and ultimately form a multicandidate committee suggests no call from some other individual and there was none. After Respondent was organized Respondent approached Mr. Viguerie to further a business proposition. Had Mr. Viguerie's abilities and terms not been acceptable, Respondent would have gone elsewhere.

Respondent is not engulfed by the reach of §100.14(c)(2)(i)(E).

#### V. Third Affirmative Defense

The coincidental inevitability of some level of commonality in the making of political contributions among



multicandidate committees of similar political ideology is addressed sufficiently in §II E, supra.

The context of Proposed 11 CFR §100.14(c)(ii)(D) is significant although overlooked by the Letter of Complaint. "Similar patterns of contributions" is merely one of five criteria "For organizations not covered by" the concepts of affiliation heretofore discussed. None of the other five relates, or is alleged to relate, to Respondent. Thus, the entire NCEC argument in the context of §100.14(c)(ii) rests upon limited coincidence of contributions between Respondent and NCPAC, even more limited between Respondent and CRYP, and in no way upon any of the other four criteria. The excerpting of one criterion among five and applying it to activity in part inevitable proves the opposite of the effort. According to the criteria of §100.14(c)(ii) Respondent is a separate, distinct and independent multicandidate committee. All five criteria must be evaluated in pari materia.

#### VI. Fourth Affirmative Defense

NCEC's Letter of Complaint is filed spuriously for the purposes of (1) attempting to influence the 1976 congressional elections and (2) damaging the credibility of Respondent in the eyes of prior and potential contributors.

NCEC already in part has achieved its purpose.

The Letter of Complaint although dated October 22, 1976 was not filed with the FEC until 10:24 AM on October 26. Both NCEC and its counsel maintain offices in Washington, D.C. Hence, NCEC could have lodged the complaint at any time beginning October 22 by delivering the same to the FEC. Instead, on October 23, 1976, nine days before the election, NCEC issued a press release, disseminating the same not only to the media but to every candidate supported by NCEC. The press release (Attachment A) announces that five multicandidate committees are charged with unlawful conduct and that each and all is working with Mr. Viguerie ". . . to exceed the legally allowable contributions under federal law . . . only the tip of the iceberg . . ."

The charges extensively were publicized, as NCEC undoubtedly intended them to be. The overwhelming bulk of such publicity occurred prior to the general election, also no coincidence.

The press release was used not atypically in the State of Utah. The Honorable Orrin G. Hatch, then a candidate and now United States Senator from Utah, publicly was accused by his opponent, supported by NCEC and with press release in hand, of receiving funds unlawfully contributed. The former Chairman of NCEC, an unsuccessful candidate for Congress in Pennsylvania, similarly was publicly accused. At that time and until counsel for CSFC after considerable difficulty was able to obtain a copy

of the Letter of Complaint from FEC, Respondent had no knowledge of the filing of the Letter of Complaint or, except to the extent of media publicity, of its contents or that of the press release. Thus, candidates supported by Respondent were in the Scylla and Charybdis position of being the victim of denunciation for allegedly unlawful activity without knowing anything of the allegations except to the extent their opponent or the press chose to publicize them. Counsel for NCEC, sophisticated in FEC proceedings, knew that FEC could not dismiss the Letter of Complaint short of the general election. There is no citation in the Letter of Complaint to any event which occurred on or after October 30, 1976 - almost a month before the filing of the Letter of Complaint. The facts giving rise to the allegations of the Letter of Complaint occurred in and before June 1976.

In sum NCEC has achieved its primary purpose by the manner and timing of the Letter of Complaint. NCEC has used the procedures and good officers of the FEC to boost the candidates it supports and to denigrate the esteem in which Respondent is held. This tactic is a sophisticated version of the last-minute filing by a candidate against his opponent of a libel or slander suit and the FEC should not countenance it.

#### Conclusion

Premises considered, the Federal Election Commission

-16-

forthwith should dismiss the Letter of Complaint herein as spurious and unfounded in fact and in law.

HARRISON, LUCEY & SAGLE  
Suite 500  
1701 Pennsylvania Avenue, N.W.  
Washington, D. C. 20006



By MARION EDWYN HARRISON

Counsel for CSFC

February 28, 1977

LAW OFFICES

HARRISON, LUCEY & SAGLE

SUITE 500

1701 PENNSYLVANIA AVENUE, N. W.

WASHINGTON, D. C. 20006

TELEPHONE 202 298-9030

CABLE "MEHLAW"

MARION EDWYN HARRISON

CHARLES EMMET LUCEY

ROBERT F. SAGLE

GREGORY W. ALTSCHUN

January 19, 1977

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

Re: NCEC v. CSFC  
FEC MUR #297 (76)

Dear Sir:

As we advised your predecessor orally and in writing on October 26, 1976, we represent the Committee for the Survival of a Free Congress ("CSFC"), 6 Library Court, S. E., Washington, D. C. 20003, in any and all matters within the jurisdiction of the Federal Election Commission ("FEC") including, but not limited to, the subject matter hereof - namely, that certain Complaint bearing date of October 22, 1976, filed on October 26, 1976, by counsel on behalf of the National Committee for an Effective Congress ("NCEC").

We file herewith (1) this letter, constituting a reaffirmation of our entry of appearance; (2) our formal Answer to the Letter of Complaint; and (3) our Answers to Interrogatories.

Your letter of December 30, 1976, addressed to Ms. Kathleen Teague, who was Chairman of CSFC, was received at CSFC after the close of business on January 4, 1977. Hence, this response is timely.

In addition, pursuant to discussion with David R. Spiegel, Esquire, of the Office of the General Counsel, FEC,

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FEDERAL ELECTION  
COMMISSION

JAN 21 AM 7:53

William G. Oldaker, Esquire  
January 19, 1977  
Page 2

we plan to file within an additional 15 days our Motion to  
Dismiss and Brief.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marion Edwyn Harrison".

MARION EDWYN HARRISON

MEH:ew  
Enclosures

73040041503

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BEFORE THE FEDERAL ELECTION COMMISSION

National Committee for an	]	
Effective Congress	]	
	]	
	]	
	]	
v.	]	MUR #297 (76)
	]	
Committee for the Survival	]	
of a Free Congress	]	

ANSWER OF CSFC  
TO NCEC LETTER OF COMPLAINT

I. Violations

A. Registration

Respondent denies that it is affiliated with the National Conservative Political Action Committee ("NCPAC"), the Committee for Responsible Youth Politics ("CRYP") or either of them, as defined in Proposed 11 CFR §100.14, 41 FR 35397 (August 25, 1976) or otherwise and, therefore, Respondent is not required to list the name, address and relationship of either or both at any place on its FEC registration statement. 2 USCA §433(b)(2).

B. Transfers Out

Respondent admits that Respondent contributed the sums of money, more or less, attributed to Respondent on or about the dates ascribed to the political campaign committees enumerated. Respondent similarly admits the loans and in-kind contributions alleged. Respondent lacks sufficient information to plead as to

NCEC's allegations relating to NCPAC and CRYP. Respondent denies a violation of 2 USCA §441a(a)(2)(A) on the ground Respondent is affiliated neither with NCPAC nor CRYP and, hence, §441a(a)(2)(A) is inapplicable, Respondent's contributions not having exceeded the sum of \$5,000.00 per primary election and \$5,000.00 per general election per candidate.

## II. Indicia of Affiliation

### A. Richard A. Viguerie

Respondent denies that Richard A. Viguerie ("Mr. Viguerie") is "Director of Fund Raising" for, or holds any other position with, Respondent. Respondent admits that Mr. Viguerie is a publisher, businessman and fund raiser at the address stated. Respondent lacks sufficient information to plead with respect to NCEC's allegations involving Mr. Viguerie and NCPAC. Respondent admits that an enterprise or enterprises owned or substantially controlled by Mr. Viguerie provides substantial direct mail service to Respondent. Respondent denies that Mr. Viguerie or any Viguerie enterprise "has extended a line of credit over the past three years that is unusually generous when compared with the business posture normally assumed by private enterprises when dealing with political committees" and demands strict proof of the frame of reference alleged. Respondent lacks sufficient information to plead as to the allegations against CRYP. Respondent admits that a provision of its agreement with a Viguerie enterprise permits use at Mr. Viguerie's option of mailing lists for entities other than Respondent but denies both the specific allegations and the implications that any such mailing list "was built



and refined at the expense of" Respondent, NCPAC, CRYP or any combination thereof. The remainder of §A is argumentative and conclusory.

B. Other Common Policy Makers

Respondent denies the allegations and implications set forth in §B to the extent that NCEC alleges sundry unnamed "common principals" exist. The remaining allegations of §B do not relate to Respondent.

C. The Burger Loans

Respondent admits that on or about May 27, 1976 it loaned the sum of \$3,000.00, more or less, to the Stan Burger for Senate Committee, as alleged in §B III, supra. Respondent also admits it similarly loaned the sum of \$3,000.00, more or less, on or about June 23, 1976. Respondent avers that these loans were requested by advocates of Mr. Burger's candidacy and not by personnel from NCPAC, CRYP, Mr. Viguerie or a Viguerie organization, were made upon the independent judgment of CSFC and in every particular are lawful. CSFC denies the implication of unlawful "coordinating". However, "coordinating" would have been lawful had it occurred. Respondent lacks information sufficient to plead as to the remaining allegations of §C.

D. Other Postage Loans

The allegations of §D do not relate to Respondent.

E. Common Candidates Supported

Respondent admits a measure of commonality as to candidates supported by Respondent, NCPAC and CRYP but avers some commonality is inevitable when independent groups support candidates on the basis of similar political ideology.

F. Common Contributors to the Committees

Respondent lacks sufficient information to know which of its contributors also are contributors to NCPAC, to CRYP or to any other committee supporting a candidate or candidates who espouse conservative political principles and avers the measure of such overlap, if any, legally is irrelevant and to some extent pragmatically is inevitable.

G. Common Suppliers

Respondent lacks information sufficient to plead as to those allegations which relate to NCPAC and CRYP. Respondent on one or more occasions has purchased goods from, or used the services of, Advanced Business & Computer Supplies & Service, Berlin-Jones Company, Council Press, Diversified Mail Marketing, Inc., Diversified Printing Service, Richard A. Viguerie, Inc., Prep, Inc., Bond Office Services, American Mailing List Corp, Metro Printing & Mailing Service, Virginia Envelope Co. and Prince Litho.

III. First Affirmative Defense

Respondent is not an affiliated committee because Respondent has no relation with any other committee established, financed, maintained or controlled by the same person or entity. Proposed 11 CFR §100.14(c)(2).

IV. Second Affirmative Defense

Respondent is not an affiliated committee because Respondent was not established by the same person who established any other committee. Proposed 11 CFR §100.14(c)(2)(i)(E).

V. Third Affirmative Defense

Respondent is not an affiliated committee because to the extent its contributions share in part commonality with those of other committees such commonality is both coincidental and inevitable. Proposed 11 CFR §100.14(c)(1)(ii)(D).

VI. Fourth Affirmative Defense

NCEC's Letter of Complaint is filed superiously for the purposes of (1) attempting to influence the 1976 congressional elections, NCEC having issued its press release and disseminated the same broadly (including to candidates whom it supported) *prior* to filing of the Letter of Complaint herein but in any event immediately before the 1976 general election and (2) damaging the

credibility of Respondent in the eyes of prior and potential contributors.

HARRISON, LUCEY & SAGLE  
Suite 500  
1701 Pennsylvania Avenue, N. W.  
Washington, D. C. 20006

  
BY MARION EDWYN HARRISON

Counsel for CSFC

January 19, 1977



If that address has changed, please list all such address changes.

The original office address was 417 New Jersey Avenue, S. E., Washington, D. C. 20003. The subsequent and present address is 6 Library Court, S. E., Washington, D. C. 20003.

4. Please supply a copy of all documents governing the operation of your committees, including, but not limited to, by-laws, charter, etc.

Bylaws attached. There is no charter. Respondent is unincorporated.

5. List all paid employees of your committee. Include their office addresses and telephone numbers.

Messrs. Paul M. Weyrich, William Sullivan and R. Marc Nuttle; the Misses Elaine Hartman, Susan Marshner, Barbara Baroody and Ginny Lee. The office address is 6 Library Court, S. E., Washington, D. C. 20003; telephone - 546-3000.

6. Identify those persons at your committee involved in the process of planning and authorizing payments. Also identify those persons responsible for setting general policy regarding the committee's expenditures.

Mr. Paul M. Weyrich and the officers as to planning.

The officers only as to authorizing.

The officers set general policy.

7. With respect to any contracts for services from the Richard A. Viguerie mailing services, identify the personnel on your committee who had any responsibilities for the making of

these contracts. Also identify the personnel connected with the Viguerie mailing services with whom you dealt in regard to such contracts.

Mr. Paul M. Weyrich negotiated the first contract.

The second contract was submitted to Respondent by an agent of Mr. Viguerie. Counsel for Respondent and Mr. Lee McGregor briefly discussed it. There was no negotiation as such because no term required negotiation.

Mr. Weyrich had one conversation (at lunch) with Mr. Viguerie concerning the first contract and one subsequent conversation concerning it. There has been no other communication directly with Mr. Viguerie involving either contract.

Only Mr. Weyrich has had responsibility for the making of either.

Those Viguerie personnel with whom Respondent has dealt in regard to these contracts are Mr. Lee McGregor, presently upon information and belief an account executive; Mr. Chris Cobb, upon information and belief Mr. McGregor's predecessor; Mr. Jeff Coman, upon information and belief Mr. Cobb's predecessor; Mr. Steve Winchell, upon information and belief formerly a Viguerie employee; and Mr. James Aldige, presently a Viguerie employee. It is possible Mr. Weyrich or some other employee of Respondent may have had ministerial discussions with other Viguerie employees although none is recorded or otherwise recalled.

8. With respect to the committee's contracts for any services from the mailing operations run by Richard A. Viguerie, please provide the following information:

(a) Send copies of all contracts with the Viguerie



mailing services.

Copies of both contracts attached.

(b) Describe any agreements as to deferral of payment of debts with regard to such contracts. If such agreements are in writing, please send copies.

None.

(c) How was it determined when and how much of these debts should be paid?

Accounts were, and are, paid currently - generally within 30 days and never in excess of 90 days, consistent with prevailing commercial practice.

(d) List the amounts of the debts and dates of repayment?

N/A.

(e) List any payments made to the Viguerie mailing services which represent payment of debts of candidates and/or committees other than your own committee.

None.

9. Explain the arrangements by which contributions received through your use of Viguerie mail services were turned over to your committee. In particular, were contributions mailed to the Viguerie mailing services or to your committee?

Contributors mail their contributions to Respondent. A commercial caging service assembles the remittances and deposits them in a receiving account, paying over to Respondent (into Respondent's operating and disbursing accounts, as directed by Respondent) the net (allowing a sufficient balance in the receiving

account to pay for the next mailing).

10. With respect to any "postage loans" or "advances for postage" made by your committee, please provide the following information.

If the phrases "postage loans" and "advances for postage" mean loans to enable a candidate or his committee to pay for postage, the facts are the following.

(a) List all such loans and the date they were made and repaid.

Burger for Senate Committee - \$3,000.00 loan, May 27, 1976; repaid on June 2, 1976.

Burger for Senate Committee - \$3,000.00 loan, June 23, 1976; repaid September 3, 1976.

Win with Whitcomb - \$5,000.00 loan, April 5, 1976; repaid on April 26, 1976.

Dornan for Congress - \$150.00 loan, February 27, 1976; repaid June 6, 1976.

Dornan for Congress - \$5,000.00 loan, May 5, 1976; forgiven in lieu of contribution.

(b) Who directed that these loans be made?

The officers of Respondent.

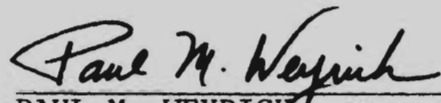
(c) To whom was the money sent?

Upon information and belief the treasurer of the principal campaign committee of each such candidate (Respondent did not verify independently that each addressee was the treasurer.)

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(d) Were the loans to be used to pay a candidate's debts owed to a particular creditor?

No.



PAUL M. WEYRICH

Director

Committee for the Survival of a  
Free Congress

MARION EDWYN HARRISON  
Harrison, Lucey & Sagle  
Suite 500  
1701 Pennsylvania Avenue, N. W.  
Washington, D. C. 20006

Counsel for Respondent

January 19, 1977



# Committee for the Survival of a Free Congress

6 Library Court, S.E. • Capitol Hill • Washington, D.C. 20003 • (202) 546-3000

## BYLAWS

Robert J. Casey  
Chairman  
George Mason Green  
Vice Chairman  
Dr. George Hajjar  
Secretary  
Dr. Charles Moser  
Treasurer

I. The name of the organization shall be "The Committee for the Survival of a Free Congress".

II. The Purpose of the Committee shall be to make financial contributions and provide other assistance to candidates for election to the United States Senate and House of Representatives.

Paul M. Weyrich  
Director  
Marc Tangner  
Assistant to the Director  
Elsaine Hartman  
Executive Secretary

III. The officers of the Committee shall be:  
Chairman  
Vice Chairman  
Secretary  
Treasurer

Barbara Baroody  
Secretary to the Board of Advisors  
Bill Sullivan  
Research

The Chairman shall have overall charge of the Committee's affairs. The Vice Chairman shall perform such duties as the Chairman may delegate to him and, in case of the Chairman's resignation or other disability, shall fulfil his functions temporarily until a new Chairman is designated. The Secretary shall be responsible for the keeping of the minutes of Committee meetings. The Treasurer shall have charge of the Committee's books, and shall be responsible for all receipts and disbursements from the Committee's accounts and the general conduct of its financial affairs.

## BOARD OF ADVISORS

### UNITED STATES SENATE

Carl T. Curtis  
Nebraska  
Clifford P. Hansen  
Wyoming  
Jesse Helms  
North Carolina  
Paul Laxalt  
Nevada  
James McClure  
Idaho  
William Scott  
Virginia

### UNITED STATES CONGRESS

Robin Beard  
Tennessee  
Clair W. Burgener  
California  
Bill Goodling  
Pennsylvania  
Chuck Grassley  
Iowa  
Tom Hagedorn  
Minnesota  
Henry Hyde  
Illinois  
Jack Kemp  
New York  
Tom Kindness  
Ohio  
Trent Lott  
Mississippi  
Henson Moore  
Louisiana  
Eud Shuster  
Pennsylvania  
Floyd Spence  
South Carolina  
Steve Symms  
Idaho  
Dave Treen  
Louisiana

IV. a. Decisions on Committee affairs shall be taken by a majority of the officers present and voting at a given meeting, with three officers constituting a quorum for the conduct of business. Business may also be conducted by mail.

b. In the event of resignation by a Committee officer, the vacancy shall be filled by majority vote of the remaining officers.

c. Upon ten days written notice executed by any officer, and upon hearing, any officer may be removed from office by the unanimous vote of the remaining officers of the Committee.

V. The Committee may hire employees, contract for office space, purchase equipment and materials in such manner as it deems appropriate, subject to the conditions of paragraph IV.a.

VI. These Bylaws may be amended only with the consent of all officers of the Committee currently in office.

Adopted March 31, 1975

Attachment 2d

AGREEMENT

BY AND BETWEEN

RICHARD A. VIGUERIE COMPANY, INC.

AND

THE COMMITTEE FOR SURVIVAL OF A FREE CONGRESS

THIS AGREEMENT made and entered into this 1st day of July, 1974 by and between RICHARD A. VIGUERIE COMPANY, INC. a corporation organized and existing under the laws of the District of Columbia, having its principal place of business at 7777 Leesburg Pike, Falls Church, Virginia (hereinafter referred to as RAV) and the COMMITTEE FOR SURVIVAL OF A FREE CONGRESS a non-profit unincorporated organization existing under the laws of the District of Columbia and having its principal office at 417 New Jersey Avenue, S.E. Capitol Hill, Washington D.C. 20003.

WITNESSETH THAT:

WHEREAS, the COMMITTEE is an organization engaged in political campaign activities in the United States; and

WHEREAS, the COMMITTEE is in need of counsel and assistance in conducting direct mail solicitation of contributions to support their activities; and

WHEREAS, the Parties are desirous that RAV should provide counsel and assistance to the COMMITTEE in direct mail solicitations of contributions,

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the Parties hereto do hereby agree as follows:

Section 1. The COMMITTEE hereby retains RAV as its sole and exclusive consultant and assistant in conducting direct mail solicitations of contributions. The COMMITTEE therefore agrees, for the term of this Agreement, not to retain or use the services of any other person or organization in conducting direct mail solicitations, nor shall the COMMITTEE engage in any direct mail solicitation without RAV's prior written consent.

Section 2. RAV specifically agrees to prepare and perform all direct mail fund solicitations including the researching, writing, securing of mailing lists, printing, production of mailings and the actual mailing of all letters. Subject to the approval of the COMMITTEE, RAV will determine which lists will be used for the mailings, the quantity of said lists, the class and type of postage, type of letter (computer, offset, automatically typed, etc.). RAV will have the responsibility

*R. A. Viguerie*  
*C. Meyer*

to determine when the letters will be mailed.

Section 3. All copy shall be approved by the Chairman of the COMMITTEE or by a representative of the COMMITTEE designated in writing by the Chairman of the COMMITTEE.

Section 4. RAV shall advise and report in writing to the COMMITTEE all costs incurred in the purchase of postage, printing, envelopes, keypunching and other computer expenses, delivery services, taxi, travel and other directly related transportation services, long distance phone calls and other items which represent part of the cost of fundraising by RAV in carrying out its obligation set forth in this Agreement.

Section 5. RAV shall be entitled to any trade or other discount, commission, rebate or other form of consideration available for purchases of labor, materials and other services required in the performance hereof by reason of RAV's business with any entity affording such discount, commission, rebate or other consideration.

Section 6. RAV shall receive payment for the use of RAV's mailing lists, at the rate of Six Cents (\$0.06) per name and address mailed.

Section 7. The COMMITTEE agrees to pay RAV a fee of Four Cents (\$0.04) for each letter mailed, including prospect, contributor file mailings and thank you letters, etc.

Section 8. The Parties shall establish a special joint bank account at a bank selected by RAV which shall require the signature of one representative from each of the Parties for any withdrawals and disbursement of funds. This joint bank account shall be established in the names of both RAV and the COMMITTEE. All money raised through the efforts of RAV on behalf of the COMMITTEE shall be deposited in this special bank account. The purpose of this special bank account will be:

A. To disburse funds to RAV in payment of goods, fees, and services in accordance with this contract.

B. To disburse funds to the COMMITTEE in accordance with this contract.

The COMMITTEE shall send RAV a check on funds drawn from the special bank account each Friday for all unpaid invoices. If money remains in this account after the Friday payment to RAV, the COMMITTEE shall withdraw all money in excess of \$10,000 for its use.

Section 9. RAV shall be entitled to inspect financial records with respect to receipts and disbursements relating to this Agreement at such reasonable time as RAV may from time to time request.

Section 10. RAV agrees to thank all contributors resulting from RAV's fundraising efforts. All expenses associated with the thanking and acknowledging of contributions shall be placed on the RAV fundraising ledger card.

Section 11. RAV shall have the exclusive right to copyright, patent or otherwise legally protect any materials,



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brochures, copy or entire mailing packages developed by RAV, for and on behalf of the COMMITTEE. All materials, packages and/or ideas developed by RAV, for and on behalf of the COMMITTEE, in accordance with the provisions thereof, shall at all times be and remain the property of RAV and shall not, at any time during or subsequent to the terms hereof, be used by the COMMITTEE without RAV's prior written consent.

Section 12. This contract shall begin July 1, 1974 and shall terminate November 30, 1974. This contract cannot be cancelled by either party. It is expressly understood and agreed upon that after this contract terminates on November 30, 1974, Section 14 and 15 shall survive such termination and remain binding upon the Parties.

Section 13. In addition to RAV's fee as stipulated under Section 7 of this contract for work performed for the COMMITTEE as provided under this Agreement, RAV shall receive a bonus according to the following schedule.

- 1) If the COMMITTEE receives net income under the terms of this contract of \$200,000, RAV shall receive a bonus of \$15,000.
- 2) If the COMMITTEE receives net income under the terms of this contract of \$350,000, RAV shall receive another bonus of \$15,000.
- 3) If the COMMITTEE receives net income under the terms of this contract of \$500,000, RAV shall receive another bonus of \$20,000.
- 4) If the COMMITTEE receives net income under the terms of this contract of \$1,000,000, RAV shall receive another bonus of \$30,000.

Section 14. It is expressly understood, covenanted and agreed by and between the Parties hereto that any and all names and addresses and the records of the amounts contributed, if any, of persons, firms, associations or corporations which are obtained, developed, compiled or otherwise acquired for the COMMITTEE, by or through the direct or indirect effort of RAV in connection with any services rendered by RAV to the COMMITTEE pursuant to the terms hereof shall at all times be and constitute the property solely and exclusively of RAV and the COMMITTEE and to be used at any time by RAV in any manner, for any purpose for its own account and on behalf of any such parties as RAV shall from time to time determine, and to be used by the COMMITTEE during the term hereof only for the purposes herein permitted. It is further covenanted and agreed by the Parties hereto that the COMMITTEE shall not at any time during the life of this contract or after expiration hereof use said names and addresses for purposes other than in connection with the COMMITTEE's own operations. The COMMITTEE shall not at any time during the term hereof or thereafter sell, lease or otherwise make available any or all of said names and addresses to any other parties for any purpose, whatsoever. However, RAV shall be free to use the names and addresses referred to in Section 14 in any way it so desires and for any purpose it may determine.

Section 15. Any computer work that the COMMITTEE desires to have done with any names developed as a result of this contract must be done at RAV or at a company designated by RAV during the term of the Agreement or at any time thereafter. All lists of the COMMITTEE's contributors and non-contributors developed by RAV as outlined in Section 14 shall remain in the physical possession of RAV. If during the life of this contract, or thereafter, the COMMITTEE desires to make a mailing to the names and addresses developed under this contract, they must use the services of RAV to make the mailing. RAV will arrange for the materials to be printed and mailed.



WHEREFORE, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and date first above written.

Attest:

RICHARD A. VIGUERIE COMPANY, INC.

William C. Tyrell

Witness

By:

Richard A. Viguerie  
Richard A. Viguerie, President

Attest:

THE COMMITTEE FOR SURVIVAL OF A  
FREE CONGRESS

Lawrence Pratt

Witness

By:

Charles A. Moser  
Charles A. Moser, Treasurer

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ADDENDUM TO THE AGREEMENT BETWEEN  
THE RICHARD A. VIGUERIE COMPANY, INC.  
AND THE COMMITTEE FOR SURVIVAL OF  
A FREE CONGRESS

The following extension and amendments to the contract signed July 9, 1974 between the Richard A. Viguerie Company, Inc. and the Committee for Survival of a Free Congress are hereby agreed to this 20th day of December, 1974.

- POINT 1: The contract which, under Section 12, expired November 30, 1974 is hereby renewed and extended as amended by this addendum, for the period which began December 1, 1974 and which ends January 1, 1977. Sections 14 and 15 shall survive such terminations and remain binding on the parties.
- POINT 2: Section 6 of the contract which expired November 30, 1974 is hereby modified. During this extension of the agreement RAV shall receive payment for the use of RAV's mailing lists at the rate of four cents (\$0.04) per name and address mailed.
- POINT 3: Section 8 of the expired contract is hereby deleted.
- POINT 4: Section 13 of the expired contract is hereby deleted. If the COMMITTEE receives net income under the terms of this contract of \$350,000, RAV shall receive a bonus of \$30,000. If the COMMITTEE receives net income under the terms of this contract of \$700,000, RAV shall receive an additional bonus of \$30,000. Only net income received by the COMMITTEE subsequent to November 30, 1974 shall apply toward the totals which pertain to the above bonuses. For the purposes of this agreement net income shall be all sums received by the COMMITTEE pursuant to this contract after deducting all costs of fundraising engendered under this agreement.
- POINT 5: All other provisions of the July 9, 1974 contract shall be and remain in full force and effect except as herein modified.

WHEREFORE, the Parties hereto have caused this Agreement to be executed by their authorized officers as of the day and date first written above.

ATTEST:

RICHARD A. VIGUERIE COMPANY, INC.

*W. C. [Signature]*  
Witness

BY: *[Signature]*  
Richard A. Viguerie, President

ATTEST:

THE COMMITTEE FOR SURVIVAL OF A  
FREE CONGRESS

\_\_\_\_\_  
Witness

BY: *[Signature]*  
Charles A. Moser, Treasurer

\_\_\_\_\_  
Witness

*[Signature]*  
Witness

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AGREEMENT

BY AND BETWEEN

RICHARD A. VIGUERIE COMPANY, INC.

AND

THE COMMITTEE FOR SURVIVAL OF A FREE CONGRESS

THIS AGREEMENT made and entered into this 1st day of January, 1977 by and between RICHARD A. VIGUERIE COMPANY, INC. a corporation organized and existing under the laws of the State of Virginia, having its principal place of business at 7777 Leesburg Pike, Falls Church, Virginia 22043 (RAV) and the COMMITTEE FOR SURVIVAL OF A FREE CONGRESS, a non-profit unincorporated organization existing under the laws of the District of Columbia and having its principal place of business at 6 Library Court, S. E., Capitol Hill, Washington, D. C. 20003 (COMMITTEE).

WITNESSETH THAT:

WHEREAS, the COMMITTEE is an organization engaged in political campaign activities in the United States; and

WHEREAS, the COMMITTEE desires to retain a firm expert in the business of direct mail political funds solicitation; and

WHEREAS, RAV is in the business of direct mail political funds solicitation;

NOW THEREFORE, in consideration of the premises and mutual covenants and promises herein contained, the Parties hereto do agree as follows:

Section 1. The COMMITTEE hereby retains RAV as its sole and exclusive mailing agent for direct mail political funds solicitation. The COMMITTEE therefore agrees, for the term of this Agreement, not to retain -----

or use the services of any other person or organization in its conduct of direct mail solicitations.

Section 2. RAV specifically agrees to make recommendations in connection with the preparation and performance of all direct mail fund solicitations including the research, writing, securing of mailing lists, printing, production of mailings and the actual mailing of all letters. Subject to the approval of the COMMITTEE, RAV will determine which lists will be used for the mailings, the quantity of said lists, the class and type of postage, type of letter, (computer, offset, automatically typed, etc.) and when the letters will be mailed.

Section 3. All copy shall be approved by the Chairman of the COMMITTEE or by a representative of the COMMITTEE designated in writing by the Chairman of the COMMITTEE.

Section 4. RAV shall advise and report in writing to the COMMITTEE all costs incurred in the purchase of postage, printing, envelopes, keypunching and other computer expenses, delivery services, taxi, travel and other directly related transportation services, long distance phone calls and other items which represent part of the cost of fundraising by RAV in carrying out its obligations set forth in this Agreement.

Section 5. RAV shall receive payment for the use of RAV's mailing lists, at the rate of Four Cents (\$0.04) per name and address mailed.

Section 6. The COMMITTEE agrees to pay RAV a fee of Four Cents (\$0.04) for each letter mailed, including prospect, contributor file mailings and thank you letters, etc.

Section 7. RAV agrees to thank all contributors resulting from RAV's fundraising efforts. All expenses associated with the thanking and acknowledging of contributions shall be placed on the RAV fundraising ledger card.

Section 8. RAV shall have the exclusive right to copyright, patent or otherwise legally protect any materials, brochures, copy or entire mailing packages developed by RAV, for and on behalf of the COMMITTEE. All materials, packages and/or ideas developed by RAV, for and on behalf of the COMMITTEE, in accordance with the provisions thereof, shall at all times be and remain the property of RAV and shall not, at any time during or subsequent to the terms hereof, be used by the COMMITTEE without RAV's prior written consent.

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Section 9. This contract shall begin January 1, 1977 and shall terminate December 31, 1980. This contract cannot be cancelled by either party without the written consent of the other party. Sections 10 and 11 shall survive the expiration or termination of the Agreement and shall remain binding upon the Parties.

Section 10. It is expressly understood, covenanted and agreed by and between the Parties hereto that any and all names and addresses and the records of the amounts contributed, if any, of persons, or associations which are obtained, developed, compiled or otherwise acquired for the COMMITTEE, by or through the direct or indirect effort of RAV in connection with any services rendered by RAV to the COMMITTEE pursuant to the terms hereof shall at all times be and constitute the property solely and exclusively of RAV and the COMMITTEE and to be used at any time by RAV in any manner, for any purpose for its own account and on behalf of any such parties as RAV shall from time to time determine, and to be used by the COMMITTEE during the term hereof only for the purposes herein permitted. It is further covenanted and agreed by the Parties hereto that the COMMITTEE shall not at any time during the life of this contract or after expiration hereof use said names and addresses for purposes other than in connection with the COMMITTEE's own operations. The COMMITTEE shall not at any time during the term hereof or thereafter sell, lease or otherwise make available any or all of said names and addresses to any other parties for any purpose, whatsoever. However, RAV shall be free to use the names and addresses referred to in Section 10 in any way it so desires and for any purpose it may determine.

Section 11. Any computer work that the COMMITTEE desires to have done with any names developed as a result of this contract must be done at RAV or at a company designated by RAV during the term of the Agreement or at any time thereafter. All lists of the COMMITTEE's contributors and non-contributors developed by RAV as outlined in Section 10 shall remain in the physical possession of RAV. If during the life of this contract, or thereafter, the COMMITTEE desires to make a mailing to the names and addresses developed under this contract, they must use the services of RAV to make the mailing. RAV will arrange for the materials to be printed and mailed.

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WHEREFORE, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and date first above written.

WITNESS

RICHARD A. VIGUERIE COMPANY, INC.

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

WITNESS

THE COMMITTEE FOR SURVIVAL OF A  
FREE CONGRESS

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_



SEDAM, HERGE & SHREVES

ATTORNEYS AT LAW

7600 OLD SPRINGHOUSE ROAD

MCLEAN, VIRGINIA 22101

(703) 821-1000

RECEIVED  
FEDERAL ELECTION  
COMMISSION

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GLENN J. SEDAM, JR.  
J. CURTIS HERGE  
FREDERICK L. SHREVES, II\*

THOMAS M. DAVIS, III  
CHESTER W. KITCHINGS, JR.\*  
BENJAMIN P. A. WARTHEN\*

1701 PENNSYLVANIA AVENUE, N. W.  
WASHINGTON, D. C. 20006  
(202) 821-1000

770224

January 20, 1977

\* D. C. ONLY  
\* VA. ONLY

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

Attention: Mr. David R. Spiegel

Re: MUR 297(76)

Dear Sirs:

This letter is written on behalf of our client, the National Conservative Political Action Committee ("NCPAC"), in response to the letter from the General Counsel of the Federal Election Commission, dated January 3, 1977, regarding a complaint against NCPAC which alleges certain violations of the Federal Election Campaign Act of 1971, as amended (the Act). Your letter further reported that the Federal Election Commission has reason to believe that the matters alleged in the complaint state a violation of 2 U.S.C. 433(b)(2) and 2 U.S.C. 441a(a)(2)(A). You have numbered this matter MUR 297(76).

Specifically, the complaint was filed on October 26, 1976, by the National Committee for an Effective Congress ("NCEC"), alleging that the Committee for the Survival of a Free Congress ("CSFC"), the Committee for Responsible Youth Politicals ("CRYP") and NCPAC are "affiliated" multi-candidate political committees, as that term is defined in the Act and the proposed regulations of the Commission, and that, as a consequence thereof, they have allegedly violated both the reporting requirements and contribution limitations under the Act. In support of its allegation, NCEC wrongfully asserts that NCPAC, CSFC and CRYP have engaged in concerted action among themselves and/or under the direction and control of Mr. Richard A. Viguerie. These assertions and allegations as to NCPAC are specious and without merit and we welcome this opportunity to demonstrate that this matter should be dismissed forthwith.

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The complainant has founded its allegations upon the provisions of section 100.14(c) of the proposed regulations of the Commission, which provides, in relevant part, as follows:

"(c) Affiliated committee. (1) . . .

(2) All committees . . . established, financed, maintained, or controlled by the same corporation, labor organization, person, or group of persons, including any parent, subsidiary, branch, division, department, or local unit thereof, are affiliated.

(i) Application of the rule of this paragraph means that -

\* \* \* \* \*

(E) All the political committees established by the same person or group of persons are affiliated.

(ii) For organizations not covered by (i) above, indicia of establishing, financing, maintaining, or controlling, include -

(A) Ownership of a controlling interest in voting shares or securities;

(B) Provisions of by-laws, constitutions, or other documents by which one entity has the authority, power, or ability to direct another entity;

(C) The authority, power, or ability to hire, appoint, discipline, discharge, demote, or remove or otherwise influence the decision of the officers or members of an entity;

(D) Similar patterns of contributions;

(E) The transfer of funds between committees which represent a substantial portion of the funds of either the transferor or transferee committee, other than the transfer of funds between the committees which jointly raised the funds so transferred."

There is no relationship between NCPAC, on the one hand, and CSFC, CRYP, Richard A. Viguerie and/or the Richard A. Viguerie Company, Inc., on the other hand, which would bring it within the ambit of the foregoing definition.

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As evidenced in the attached affidavit of Mr. John T. Dolan, the Executive Director of NCPAC (which attachment is part of this response), NCPAC is an independent entity which has incorporated under the District of Columbia Non-profit Corporation Act. Its internal affairs are governed by the terms of its Certificate of Incorporation and Bylaws and policy direction is provided by its Board of Directors and implemented by its corporate officers. A review of its corporate documents will reveal that no extraneous entity has the authority, power or ability to direct NCPAC and that NCPAC has no such authority with respect to any other entity. Similarly, a review of the names of NCPAC's incorporators, directors, officers and employees, as compared with the names of the incorporators, directors, officers and employees of CSFC, CRYP, et al., will reveal a distinct absence of commonage. As a consequence, it cannot be said that NCPAC is "affiliated" with CSFC, CRYP, et al. on the basis of the definitions contained in section 100.14(c)(2)(i) and 100.14(c)-(2)(ii)(A), (B) and (C) of the regulations.

Furthermore, the fact that NCPAC has entered into a contractual arrangement with a supplier of goods and services does not mean that it is "affiliated" either with its supplier or with that supplier's other clients. To conclude otherwise would lead to absurd results. The contract between NCPAC and the Richard A. Viguerie Company, Inc., a copy of which is enclosed, is a standard business arrangement which gives the Company no managerial control over NCPAC. The only conclusion that one may draw from the fact that other political committees have sought out the services of the Richard A. Viguerie Company, Inc. is that that Company has demonstrated that it can deliver a valuable service to its clients. This situation is no different than, for example, a number of public utilities being represented by a single law firm that has developed expertise in practicing before the Federal Power Commission.

With reference to the other allegations in the complaint, the following rebuttal is submitted:

1. Contrary to the allegation in the complaint filed by NCEC, Mr. Viguerie is not the "director of fund-raising" for NCPAC. In fact, the only relationship between NCPAC and Mr. Viguerie is that Mr. Viguerie is an officer of the Richard A. Viguerie Company, Inc., a supplier of services to NCPAC.

2. Contrary to the innuendo in the complaint filed by NCEC, the Richard A. Viguerie Company, Inc. has not extended credit to NCPAC beyond the scope of normal business practice. As stated in the affidavit by Mr. Dolan, NCPAC has made all its required payments to the Richard A. Viguerie Company in a timely fashion.

3. Contrary to the implication in the complaint, NCPAC and CRYP do not share common personnel. Mr. Dolan, the present Executive Director of NCPAC, received a consulting fee from CRYP, but that was for services rendered prior to the time he was employed by NCPAC. Since he joined NCPAC, Mr. Dolan has served, on invitation, as a guest speaker at CRYP campaign training, seminars, having been reimbursed for only the expenses he incurred in traveling to and from those seminars.

4. Contrary to the statement in the complaint, NCPAC did not make a contribution to the Win with Whitcomb Committee of \$4,000 on April 19, 1976. That sum was a loan which was made on April 1, 1976 and repaid on April 19, 1976.

5. Contrary to the allegation in the complaint, NCPAC did not make contributions to the "Mickey Edwards for Congress Committee" in the aggregate amount of \$7,000 during the primary campaign. In fact, NCPAC gave that Committee, known as the Edwards' 76 Committee, an aggregate amount of \$5,000 during the primary campaign.

6. Contrary to the innuendo in the complaint, there was no mysterious conspiracy and no illegality associated with the making of advances or loans for postage costs to be incurred by candidates. When a candidate or his campaign needed financial assistance, they called upon their known supporters for assistance. The fact that individuals or political committees rendered assistance at or about the same time in response to a particular need of a candidate cannot even remotely be considered illegal. All such advances and loans made by NCPAC were properly reported to the Commission.

7. Contrary to the implication contained in the complaint, it is an absurd and frightening concept to think that political committees might be deemed to be "affiliated" because they render support to a similar list of candidates. The right to support a candidate, or a group of candidates from the same political party

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or philosophical persuasion, is a right protected by the Constitution. The fact that another supports that same candidate or candidates does not mean the supporters are "affiliated". In addition, note should be made of the number of candidates who received support from NCPAC, but who did not receive support from CSFC or CRYP. To put the matter to rest, however, we attach a copy of a list that was published in the November 6, 1976 issue of "Congressional Quarterly" at page 3138, which shows that of the 206 House and Senate candidates supported by NCPAC, 61 of them (or 29%) were also supported by CSFC. That same list shows that of the 113 House and Senate candidates supported by NCEC, 106 of them (or 93%) were also supported by COPE. It is obvious, therefore, that a similar pattern of support does not make an independent multi-candidate committee, such as NCPAC, an affiliate of all those of similar persuasion.

8. Contrary to the allegation contained in the complaint, NCPAC has not received contributions from "many of the same contributors" as contribute to CSFC and/or CRYP. It is ridiculous to assume that the complainant's list of twenty-five common contributors attached as Exhibit 5 of the Complaint, out of a total of approximately 800 itemized contributors to NCPAC, is any indicia of common support. Nevertheless, for the reasons stated in 5 above, it should not be considered unusual to find that organizations with similar philosophical interests that conduct nationwide fund-raising drives will attract support from similar sources.

9. Contrary to the allegation contained in the complaint, the fact that NCPAC, CSFC and CRYP have purchased goods and services from identical sources does not render them "affiliated". It will be noted that the list of suppliers, attached as Exhibit 6 of the complaint, consists of companies that have a relationship to the production of bulk mailings. Under the contract between NCPAC and the Richard A. Viguerie Company, Inc., the latter has the responsibility of securing all printing material, etc., and related services. It is solely a matter of that Company's business custom where it secures that support. The fact that NCPAC, CSFC and CRYP may have made expenditures to those suppliers is simply because of the coincidence that each has contracted with the Richard A. Viguerie Company, Inc. for direct mail services.

Federal Election Commission  
Page ~~Seven~~ Six  
January 20, 1977

In conclusion, it is amply demonstrated that NCPAC is not affiliated with any other corporation, person, group of persons or political committee as defined in section 100.14(c) of the proposed regulations of the Commission and, as a consequence, is not in violation of 2 U.S.C. 433(b)(2). Because NCPAC is not so affiliated, the alleged violation of 2 U.S.C. 441a(a)(2)(A) must also fail.

In the event that you have any questions with respect to this response, or if you require any additional information, we would be pleased to be of assistance.

Sincerely,



J. Curtis Herge  
Counsel to National Conservative  
Political Action Committee

enclosures

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STATE OF VIRGINIA     )  
COUNTY OF FAIRFAX    )     to wit:

JOHN T. DOLAN, being duly sworn, on the 20th day of  
January, 1977, deposes and says:

1. That he is the Executive Director of the  
National Conservative Political Action Committee, a corporation  
duly organized and existing under and by virtue of the  
District of Columbia Non-profit Corporation Act, having its  
offices and principal place of business at No. 1500 Wilson  
Boulevard, Arlington, Virginia 22209.

2. That the purpose of this statement, which is  
given voluntarily and of his own free will, is to provide a  
response to the questions submitted to the National Conservative  
Political Action Committee by the Federal Election Commission  
with its letter dated January 3, 1977, bearing the number  
MUR 297(76).

3. That the National Conservative Political  
Action Committee was first organized as an unincorporated  
association of individuals on or about March 27, 1975; and,  
that, on August 12, 1975 the National Conservative Political  
Action Committee was incorporated under the District of  
Columbia Non-profit Corporation Act.

4. That the names of the original officers of the  
unincorporated National Conservative Political Action Committee

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were: Charles R. Black, Chairman; John Carbaugh, Vice Chairman; Roger J. Stone, Jr., Treasurer; J. David Nickles, Secretary; Frank J. Donatelli, Director at Large; that the names of all persons who have been officers of the National Conservative Political Action Committee subsequent thereto are the foregoing named individuals and George Dunlop, Secretary, and John T. Dolan, Executive Director; and, that the present officers of the National Conservative Political Action Committee are: Charles R. Black, Chairman; Roger J. Stone, Jr., Treasurer; Frank J. Donatelli, Secretary; John T. Dolan, Executive Director.

5. That the officers of the National Conservative Political Action Committee who are paid by it are: Charles R. Black, Chairman, effective November 8, 1976; Roger J. Stone, Jr., Treasurer (who receives compensation for services rendered under his managerial title of Director of Administration), effective August 30, 1976; J. David Nickles, effective December 1, 1976; and, John T. Dolan, effective April 15, 1975.

6. That the original office address of the unincorporated National Conservative Political Action Committee was 5907 S. 5th Road, Arlington, Virginia 22204; and, that its subsequent office addresses have been 1911 N. Ft. Myer Drive, Arlington, Virginia 22209 and, its present office, 1500 Wilson Boulevard, Arlington, Virginia 22209.



7. That attached hereto is a true copy of the Certificate of Incorporation and Bylaws of the National Conservative Political Action Committee, the documents which govern its operation. Upon information and belief, there was no document which governed the operation of the predecessor, unincorporated Committee other than the registration forms filed with the United States Senate and House of Representatives on or about March 27, 1975, copies of which are attached hereto.

8. That the following is a list of the paid employees of the National Conservative Political Action Committee: Charles R. Black, Kathy Bond, Becki Cecil, Laura Daubenspeck, John T. Dolan, Philip Hogan, Merrill Jacobs, Paula Kielich, Roger J. Stone, Jr., and Anne Wilson, each of whom works at 1500 Wilson Boulevard, Arlington, Virginia, 22209, telephone: (703) 522-2800; and J. David Nickles, who is temporarily working at 324 Datura Street, West Palm Beach, Florida, 33401, telephone: (305) 659-7122.

9. That the individuals involved in planning and authorizing payments made by the National Conservative Political Action Committee are: Charles R. Black, John T. Dolan, and Roger J. Stone, Jr.

10. That the individuals responsible for setting general policy regarding expenditures by the National

Conservative Political Action Committee are its Board of Directors, consisting of: Connie Armitage, Ann Artell, Tim Baer, Charles Black, Brad Bradley, Leroy Corey, Ronald Dear, Frank Donatelli, George Dunlop, David Nickles, David Keene, William Saracino and Roger J. Stone, Jr., which general policy is implemented by its officers, who are listed in paragraph 4 hereof.

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11. That the individuals associated with the National Conservative Political Action Committee who had responsibility for contracting with the Richard A. Viguerie Company, Inc. are: Charles R. Black; and, that the individuals connected with the Richard A. Viguerie Company, Inc. with whom the Committee dealt in regard to making such contract is: Richard A. Viguerie.

12. That attached hereto is a true copy of the contract between the National Conservative Political Action Committee and the Richard A. Viguerie Company, Inc., dated March 25, 1976.

13. That no agreement exists between the National Conservative Political Action Committee and the Richard A. Viguerie Company, Inc. as to the deferral of the payment of any obligation under such contract; and, that all sums due and owing under such contract have been and are paid in the normal course of business, to wit: within 30, 60 or 90 days.

14. That the National Conservative Political Action Committee has not made any payments to the Richard A. Viguerie Company, Inc. representing or in payment of a debt owed by a candidate and/or other committee to the Richard A. Viguerie Company, Inc.

15. That contributions to the National Conservative Political Action Committee which are made in response to direct mail solicitations (such solicitations having been produced and mailed by the Richard A. Viguerie Company, Inc.) are not mailed either to the National Conservative Political Action Committee or to the Richard A. Viguerie Company, Inc.; that such contributions, prior to December 31, 1976, were mailed to Post Office Box 877, Washington, D.C. 20044, where they were picked up, opened, counted and recorded by National Savings and Trust of Washington, D.C., and thereupon deposited directly into the account of the National Conservative Political Action Committee at National Savings and Trust; and, that such contributions, subsequent to December 31, 1976, are mailed to Post Office Box 877, Washington, D.C. 20044, where they are picked up, opened, counted, sorted and key punched by Advanced Business and Computer Supplies and Services, Inc., 4620 Lee Highway, Arlington, Virginia, and thereupon deposited directly into the account of the National Conservative Political Action Committee at Clarendon Bank and Trust in Arlington, Virginia.

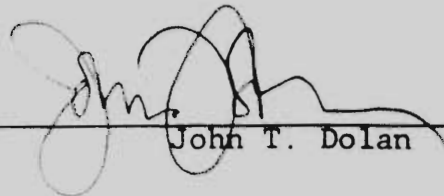
16. That the National Conservative Political Action Committee has rendered assistance to candidates and other committees, from time to time and as authorized by John T. Dolan, by advancing as a contribution or loaning funds for the payment of postage expenses to be incurred by such candidates and committees, as follows:

	<u>Committee or Candidate</u>	<u>Paid to</u>	<u>Amount</u>	<u>Date Paid</u>	<u>Date Repaid</u>
a.	Duff for Congress	Metro Printing and Mailing	\$3,120 (contribution)	3/24/76	N/A
b.	Committee for Responsible Youth Politics	Committee for Responsible Youth Politics	\$1,300 (loan)	3/29/76	5/6/76
c.	Win With Whitcomb Committee	Diversified Mailing Services	\$4,000 (loan)	4/1/76	4/19/76
d.	Citizens for Dornan	Diversified Mailing Services	\$5,000 (contribution)	5/6/76	N/A
e.	Burger for U.S. Senate	Diversified Mailing Services	\$ 500 (contribution)	5/18/76	N/A
f.	Burger for U.S. Senate	Diversified Mailing Services	\$2,000 (contribution)	6/23/76	N/A
g.	Edwards '76 Committee	Diversified Mail Services	\$2,000 (loan converted to contribution in 9/76)	7/22/76	N/A
h.	Young Republican National Federation	Mail Room	\$2,041 (loan)	9/8/76	9/27/76
i.	Orrin Hatch for Senate	Diversified Mail Services	\$4,300 (loan)	10/6/76	10/27/76 (\$2,300 paid, balance converted to contribution)

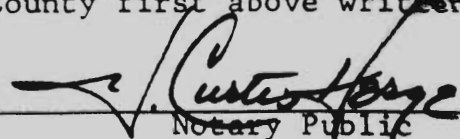
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j. Taxpayers                      Taxpayers                      \$2,000    10/13/76    Unpaid  
Action Fund                      Action Fund                      (loan)

and; that such contributions or loans were not made in payment of a debt owed to a particular creditor by the candidate or committee in question because all postage must be paid in advance.

  
\_\_\_\_\_  
John T. Dolan

Sworn to and subscribed before me, a Notary Public  
in and for the State and County first above written, on the  
*20* day of January, 1977.

  
\_\_\_\_\_  
Notary Public

My commission expires: *August 8, 1980*

78040011538

OFFICE OF RECORDER OF DEEDS. D. C.

Corporation Division  
Sixth and D Streets, N. W.  
Washington, D. C. 20001

CERTIFICATE

78040011539  
*THIS IS TO CERTIFY* that all provisions of the District of Columbia  
Non-profit Corporation Act have been complied with and ACCORD-  
INGLY this Certificate of Incorporation

is hereby issued to the NATIONAL CONSERVATIVE POLITICAL ACTION  
COMMITTEE

as of the date hereinafter mentioned.

Date August 12, 1975



PETER S. RIDLEY,  
Recorder of Deeds, D. C.

*David H. Cole*  
David H. Cole  
Superintendent of Corporations

#12.00

ARTICLES OF INCORPORATION  
OF  
NATIONAL CONSERVATIVE POLITICAL  
ACTION COMMITTEE

To: The Recorder of Deeds, D.C.  
Washington, D.C.

73040011540

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under Title 29 Chapter 10 of the Code of Laws of the District of Columbia, the District of Columbia Nonprofit Corporation Act, adopt the following Articles of Incorporation for such corporation:

- FIRST: The name of the corporation is NATIONAL CONSERVATIVE POLITICAL ACTION COMMITTEE.
- SECOND: The period of its duration is perpetual.
- THIRD: The purposes for which the corporation is organized are as follows:

The corporation is organized and shall be operated primarily for the purpose of directly or indirectly accepting contributions or making expenditures or both for influencing or attempting to influence the selection, nomination, election or appointment of any individual to any Federal, State, or local public office or office in a political organization, or the election of Presidential or Vice-Presidential electors, whether or not such individual or electors are selected, nominated, elected, or appointed.

The corporation is organized and shall be operated to engage in any and all activities provided for and intended by 26 U.S.C. 5527.

The corporation may engage in any activity for

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Y: DHC

which corporations may be organized under the District of Columbia Nonprofit Corporation Act and may carry on any other business in connection with the foregoing, and exercise all powers conferred by said Act.

The corporation shall have the power to do all things necessary and appropriate to carry out the above purposes under the laws of the District of Columbia and the United States for such a corporation.

FOURTH: The corporation shall have no members

FIFTH: The provisions for the regulation of the internal affairs of the corporation and the manner of the election or appointment of directors shall be established in the corporation's By-Laws.

SIXTH: The address, including street and number of the initial registered office of the corporation is 918 16th Street, N.W., Washington, D.C. 20006; and the name of its initial registered agent at such address is CT Corporation System.

SEVENTH: The number of directors constituting the initial Board of Directors is three and the names and addresses of persons who are to serve as the initial directors until their successors are elected and qualified are:

<u>Names</u>	<u>Addresses</u>
J. David Nickles	430 M Street, S.W. Washington, D.C. 20021
Charles Black	3709 Colonial Avenue Alexandria, Virginia 22309
Roger Stone	5907 S. 5th Road Arlington, Virginia 22204

EIGHTH: The name and address of each incorporator is:

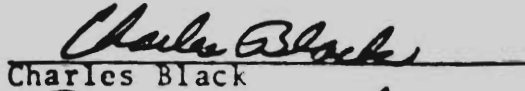
<u>Names</u>	<u>Addresses</u>
J. David Nickles	430 M Street, S.W. Washington, D.C. 20021
Charles Black	3709 Colonial Avenue Alexandria, Virginia
Roger Stone	5907 S. 5th Road




Arlington, Virginia 22204

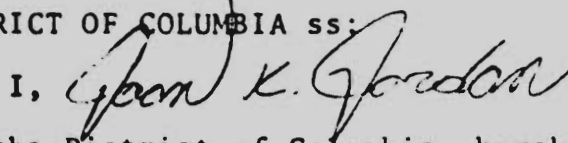
Date: August 12, 1975

  
J. David Nickles

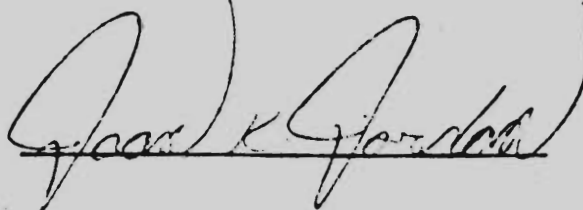
  
Charles Black

  
Roger Stone

DISTRICT OF COLUMBIA ss:

I, , a Notary Public in and for the District of Columbia, hereby certify that on the 12th day of August 1975, personally appeared before me, J. David Nickles, Charles Black, and Roger Stone who signed the foregoing document as incorporators, and stated that the statements herein contained are true.



  
Joan K. Jordan



## STATE CORPORATION COMMISSION

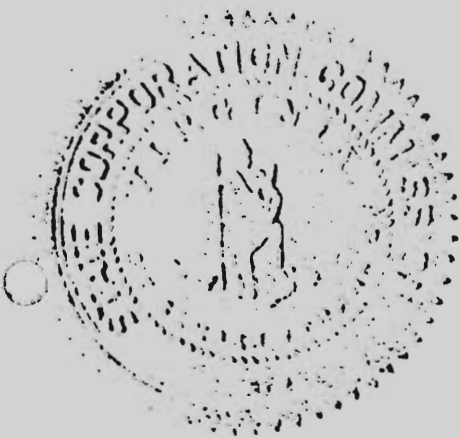
*Richmond,* July 14, 1976

*This is to Certify, that* National Conservative Political  
Action Committee  
*a corporation organized under the laws of* District of Columbia  
*having complied with all the requirements of law, is*  
*hereby authorized to transact business in the State of*  
*Virginia in so far as not in conflict with and subject to*  
*the laws of the State.*

State Corporation Commission  
Attest:

*William C. Young*  
Clerk of the Commission

78040011543



BY-LAWS  
OF  
NATIONAL CONSERVATIVE POLITICAL  
ACTION COMMITTEE

ARTICLE I

Offices

Section 1. Principal Office. The principal office of the corporation shall be at 1500 Wilson Boulevard, Arlington, Virginia 22209. The corporation shall have and continuously maintain in the District of Columbia a registered office, and a registered agent whose business office is identical with such registered office, as required by the District of Columbia Nonprofit Corporation Act. The address of the principal or the registered office may be changed from time to time by the Board of Directors.

Section 2. Other Offices. The corporation may also have an office or offices at such other place or places within or without the District of Columbia as the Board of Directors may, from time to time, designate as the business of the corporation may require.

ARTICLE II

Purposes

Section 1. Nature of Corporation. The corporation is a nonprofit, nonmembership corporation formed under the District of Columbia Nonprofit Corporation Act.

Section 2. Primary Purposes. The corporation is organized for the purposes as set forth in its Articles of Incorporation and filed with the District of Columbia.

ARTICLE III

Board of Directors

Section 1. General Powers. The property, affairs, and business of the corporation shall be managed by its Board of Directors. All powers of the corporation shall be exercised by the Board of Directors who may delegate to officers and to committees such powers as provided for in these by-laws.

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Section 2. Number, Qualifications, Election and Tenure of Directors. The number of directors shall be not less than three (3) nor more than fifteen (15), such number to be determined from time to time by resolution of the Board of Directors. Directors need not be residents of the District of Columbia. The Corporation shall have two classes of Directors. The designation, qualifications and rights of such classes shall be as follows:

(a) Class I Directors shall be the initial Directors named in the corporation's Articles of Incorporation filed with the District of Columbia. A Class I Director shall hold office for an initial term of five (5) years from the date of the Organization Meeting of the corporation. At the Annual Meeting held in the fourth year of any five year term of office including the initial term, Class I Directors shall stand for re-election to the Board of Directors for another five year term office. Election to the Board of Directors shall be by majority vote. Class I Directors shall have the right of cumulative voting at any and all nominations and elections of Directors of the corporation. The Class I Director category shall not be expanded beyond the original three initial Directors nor refilled upon the resignation or non-election of any of the initial Directors named in the corporation's Articles of Incorporation.

(b) Class II Directors shall be nominated and elected to the Board of Directors at the Annual Meeting by the affirmative vote of a majority of the then members of the Board of Directors and shall hold office until the next Annual Meeting and, thereafter, until their successors are elected and qualified.

Section 3. Vacancies. Any vacancy occurring in the Class II Director category, and any Class II Directorship to be filled by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the then members of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired time of his predecessor in office. Vacancies in Class I Directorships shall not be filled.

Section 4. Annual Meetings. The annual meeting of the Board of Directors shall be held without other notice than this By-law, at the corporation's principal office on the last Tuesday in August of each year.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the

Chairman or any two Class I Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the District of Columbia, as the place for holding any special meeting of the Board called by them.

Section 6. Notice. Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Board of Directors need be specified in the notice of waiver of notice of such meeting, unless specifically required by law or by these By-laws.

Section 7. Quorum. A majority of the total number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-laws.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance may be allowed for attendance at each annual or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 10. Informal Action by Directors. Any action

required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 11. Resignations of Directors. A Director may resign from the Board of Directors at anytime by giving written notice of his resignation in writing addressed to the Chairman or Secretary of the corporation, or by presenting his written resignation at an annual or special meeting of the Board of Directors.

#### ARTICLE IV

##### Officers

Section 1. Officers. The officers of the corporation shall be a chairman, a secretary, and a treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including an executive director, one or more assistant secretaries, and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of chairman and secretary.

Section 2. Election and Term of Office. The officers of the corporation shall be elected by the Board of Directors at the annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.



Section 5. Chairman.

a) The chairman shall be the chief executive officer of the corporation and shall, in general, supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the Board of Directors. He may sign, with the secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-laws or by statute to some other officer or agent of the corporation; and in general he shall perform all duties incident to the office of chairman and such other duties as may be prescribed by the Board of Directors from time to time.

b) In the absence of the chairman, or in event of his inability or refusal to act, the executive director or, if the Board of Directors appoints a president, the president shall have all the powers of, and be subject to all restrictions upon, the chairman. Any executive director or president shall perform such other duties as from time to time may be assigned to him by the chairman or by the Board of Directors.

Section 6. Treasurer. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these By-laws; and in general perform all the duties as from time to time may be assigned to him by the chairman or by the Board of Directors.

Section 7. Secretary. The secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of



these By-laws; keep a register of the postoffice address of each member which shall be furnished to the secretary by such member; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the chairman or by the Board of Directors.

Section 8. Assistant Secretaries and Assistant Treasurers. If required by the Board of Directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform such duties as shall be assigned to them by the treasurer or the secretary or by the chairman of the Board of Directors.

## ARTICLE V

### Committees

Section 1. Executive Committee of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint an Executive Committee, which shall consist of two or more directors, one of whom shall be the Chairman of the corporation, which committee shall have and exercise the authority of the Board of Directors in the management of the corporation during the intervals between meetings; provided, however, that such committee shall not have the authority of the Board of Directors in reference to amending, altering or repealing the By-laws; electing, appointing or removing any Director of the corporation; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefor; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

Section 2. Other Committees. The Board of Directors may also appoint such other committees as the Board may determine, which shall in each case consist of not less than

two Directors, which shall have such powers and duties as shall from time to time be prescribed by the Board. The Chairman of the corporation shall be a member ex-officio of each committee appointed by the Board of Directors.

Section 3. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the Directors of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairmen of Committees. One member of each committee shall be appointed chairman thereof; provided, however, that the Chairman of the corporation shall be the chairman of the Executive Committee.

Section 5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Rules. Each committee may adopt rules for its own government not inconsistent with these By-laws or with rules adopted by the Board of Directors.

## ARTICLE VI

### Contracts, Checks, Deposits and Funds

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be

determined by resolution of the Board of Directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by an officer of the corporation appointed by the chairman.

Section 3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Gifts and Contributions. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation. Such contributions, gifts, bequests, or devises shall be in conformity with the laws of the United States, the District of Columbia, or any other relevant jurisdiction.

## ARTICLE VII

### Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors.

## ARTICLE VIII

### Fiscal Year

The fiscal year of the corporation shall begin on the first day of August and end on the last day of July in each year.

## ARTICLE IX

### Seal

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal."

## ARTICLE X

### Waiver of Notice

Whenever any notice is required to be given under the provisions of the District of Columbia Nonprofit Corporation

Act or under the provisions of the Articles of Incorporation or the By-laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE XI

##### Amendments to By-Laws

These By-laws may be altered, amended or repealed and new By-laws may be adopted by a majority of the Directors present at any annual meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend or repeal or to adopt new By-laws at such meeting.

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AGREEMENT

BY AND BETWEEN

RICHARD A. VIGUERIE COMPANY, INC.  
AND

NATIONAL CONSERVATIVE POLITICAL ACTION COMMITTEE

THIS AGREEMENT made and entered into this 27th day of March, 1975 by and between RICHARD A. VIGUERIE COMPANY, INC. a corporation organized and existing under the laws of the District of Columbia, having its principal place of business at 7777 Leesburg Pike, Falls Church, Virginia (hereinafter referred to as RAV) and the ~~National Conservative Political Action Committee~~ a non-profit unincorporated organization existing under the laws of the Commonwealth of Virginia and having its principal address as 5907 South 5th Road, Arlington, Virginia 22204. 291 C23

WITNESSETH THAT:

WHEREAS, the COMMITTEE is an organization engaged in political campaign activities in the United States; and

WHEREAS, the COMMITTEE is in need of counsel and assistance in conducting direct mail solicitation of contributions to support their activities; and

WHEREAS, the Parties are desirous that RAV should provide counsel and assistance to the COMMITTEE in direct mail solicitations of contributions,

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the Parties hereto do hereby agree as follows:

Section 1. The COMMITTEE hereby retains RAV as its sole and exclusive consultant and assistant in conducting direct mail solicitations of contributions. The COMMITTEE therefore agrees, for the term of this Agreement, not to retain or use the services of any other person or organization in conducting direct mail solicitation without RAV's prior written consent, except

*R. A. Viguerie*  
*April 2, 1975*

*Charles W. Blum Jr.*  
*April 3, 1975*

that all copy writing duties arising under this contract shall be performed by the COMMITTEE or its designees until RAV informs the COMMITTEE in writing that it is prepared to assume these copy writing duties.

Section 2. RAV specifically agrees to prepare and perform all direct mail fund solicitations including the researching, writing, securing of mailing lists, printing, production of mailings and the actual mailing of all letters except as qualified in Section 1. Subject to the approval of the COMMITTEE, RAV will determine which lists will be used for the mailings, the quantity of said lists, the class and type of postage, type of letter (computer, offset, automatically typed, etc.). RAV will have the responsibility to determine when the letters will be mailed.

Section 3. All copy shall be approved by the Chairman of the COMMITTEE or by a representative of the COMMITTEE designated in writing by the Chairman of the COMMITTEE.

Section 4. RAV shall advise and report in writing to the COMMITTEE all cost incurred in the purchase of postage, printing, envelopes, keypunching and other computer expenses, delivery services, taxi, travel and other directly related transportation services, long distance phone calls and other items which represent part of the cost of fundraising by RAV in carrying out its obligation set forth in this Agreement.

Section 5. RAV shall be entitled to any trade or other discount, commission, rebate or other form of consideration available for purchases of labor, materials and other services with any entity affording such discount, commission, rebate or other consideration.

Section 6. RAV shall receive payment for the use of RAV's mailing lists, at the rate of Four Cents (\$0.04) per name and address mailed.

Section 7. The COMMITTEE agrees to pay RAV a fee of Four Cents (\$0.04) for each letter mailed, including prospect, contributor file mailings and thank you letters, etc., except that, until RAV informs the COMMITTEE in writing that it is ready to assume all copy writing duties, as described in Section 1, the mailing fee shall be reduced to Two Cents (\$0.02)

*Charles P. Brady*  
April 3, 1975



for each letter mailed. Further, when RAV has assumed the copywriting duties, the mailing fee shall be \$0.04 per letter until three million letters have been mailed at \$0.04 mailing fee; thereafter, the mailing fee shall be Three Cents (\$0.03).

Section 8. RAV shall receive a check each Friday, drawn on COMMITTEE funds raised by RAV, if money is owed to RAV.

Section 9. RAV shall be entitled to inspect financial records with respect to receipts and disbursements relating to this Agreement at such reasonable time as RAV may from time to time request.

Section 10. RAV agrees to thank all contributors resulting from RAV's fundraising efforts. All expenses associated with the thanking and acknowledging of contributions shall be placed on the RAV fundraising ledger card.

Section 11. RAV shall have the exclusive right to copyright, patent or otherwise legally protect any materials, brochures, copy or entire mailing packages developed by RAV, for and on behalf of the COMMITTEE. All materials, packages and/or ideas developed by RAV, for and on behalf of the COMMITTEE, in accordance with the provisions thereof, shall at all times be and remain the property of RAV and shall not, at any time during or subsequent to the terms hereof, be used by the COMMITTEE without RAV's prior written consent.

Section 12. This contract shall begin March 27, 1975 and shall terminate March 27, 1977. This contract cannot be canceled by either party. It is expressly understood and agreed upon that after this contract terminates on March 27, 1977 Section 14 and Section 15 shall survive such termination and remain binding upon the Parties.

Section 13. In addition to RAV's fee as stipulated under Section 7 of this contract for work performed for the COMMITTEE as provided under this Agreement, RAV shall receive a bonus according to the following schedule.

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[Signature]

Charles A. Blodgett  
April 3, 1975



- 1) If the COMMITTEE receives net income of \$50,000 from the work performed by RAV for the COMMITTEE, RAV shall receive a bonus of \$30,000.
- 2) If the COMMITTEE receives net income of \$700,000 from the work performed by RAV for the COMMITTEE, RAV shall receive an additional bonus of \$30,000.

For the purposes of this agreement net income is defined as the funds raised under this contract after all cost of RAV's fundraising engendered under this contract have been paid.

Section 14. It is expressly understood, covenanted and agreed by and between the Parties hereto that any and all names and addresses and the records of the amounts contributed, if any, of persons, firms, associations or corporations which are obtained, developed, compiled or otherwise acquired for the COMMITTEE, by or through the direct or indirect effort of RAV in connection with any services rendered by RAV to the COMMITTEE pursuant to the terms hereof shall at all times be and constitute the property solely and exclusively of RAV and the COMMITTEE and to be used at any time by RAV in any manner, for any purpose for its own account and on behalf of any such parties as RAV shall from time to time determine, and to be used by the COMMITTEE during the term hereof only for the purposes herein permitted. It is further covenanted and agreed by the Parties hereto that the COMMITTEE shall not at any time during the life of this contract or after expiration hereof use said names and addresses for purposes other than in connection with the COMMITTEE's own operations. The COMMITTEE shall not at any time during the term hereof or thereafter sell, lease or otherwise make available any or all of said names and addresses to any other parties for any purpose, whatsoever. However, RAV shall be free to use the names and addresses referred to in Section 14 in any way it so desires and for any purpose it may determine.

Section 15. Any computer work that the COMMITTEE desires to have done with any names developed as a result of this contract must be done at RAV or at a company designated by RAV during the term of the Agreement or at any time thereafter.

*A. H. [illegible]*  
*[illegible]*

*Charles T. [illegible]*  
*April 3, 1975*

All lists of the COMMITTEE's contributors and non-contributors developed by RAV as outlined in Section 14 shall remain in the physical possession of RAV. If during the life of this contract, or thereafter, the COMMITTEE desires to make a mailing to the names and addresses developed under this contract, they must use the services of RAV to make the mailing. RAV will arrange for the materials to be printed and mailed.

WHEREFORE, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and date first above written.

Attest:

RICHARD A. VIGUERIE COMPANY, INC.

Witness *[Signature]*

By *[Signature]*

Attest:

NATIONAL CONSERVATIVE POLITICAL  
ACTION COMMITTEE

Witness *Clyde Coody*

By *[Signature]*

78040041557

CC # 1216  
Hud 147  
68-10114

# Committee for Responsible Youth Politics

3128 NORTH 17TH STREET • ARLINGTON, VIRGINIA 22201 • TELEPHONE (703) 524-0299

January 18, 1977

Mr. David R. Speigel  
Federal Election Commission  
1325 K Street N.W.  
Washington D.C. 20463

Re: MUR 297 (76)

Dear Mr. Speigel:

Attached are the responses requested of me by Mr. William C. Oldaker by letter dated December 30, 1976, which I received January 3, 1977. They are correct to the best of my knowledge and information.

I trust that these responses will settle the questions raised just prior to the 1976 general election by the National Committee for an Effective Congress and demonstrate that the Committee for Responsible Youth Politics is in no way in violation of the law.

Sincerely,

*Morton C. Blackwell*

Morton C. Blackwell  
Chairman

78040011559

# Committee for Responsible Youth Politics

3128 NORTH 17TH STREET • ARLINGTON, VIRGINIA 22201 • TELEPHONE (703) 524-0299

January 18, 1977

FEDERAL ELECTION COMMISSION MUR 297 (76)

Responses to questions addressed to the Committee for Responsible Youth Politics by letter of December 30, 1976 by William Oldaker

1. Our committee grew out of informal political discussions which began in late 1971. The individuals listed as original directors in response #2, below, decided in late June, 1972 to raise funds for the purpose of training young people in politics and placing and assisting youth staffers for conservative candidates for the U.S. Senate. Accordingly, a Registration Form and Statement of Organization was filed with the office of the Secretary of the Senate. Similarly, the committee filed with the office of the Clerk of the House of Representatives. The Senate filing was July 5, 1972; the House filing was September 12, 1972.

2. The original officers of the committee were: Chairman, Morton C. Blackwell and Treasurer, Lawrence D. Pratt. In 1976, Lawrence Pratt was succeeded as Treasurer by John Maxwell. None of the officers are paid by the committee for their services. In 1972 the committee did contract with one of its directors, Lee Edwards, to raise money for the committee program in the 1972 elections. The only other officer or director who has been paid for services rendered the committee is John T. Dolan who was paid \$500 in 1973 and \$200 in 1975 for making arrangements for a nationwide series of training schools for the committee; this was before he became a director of the committee and, by the way, before his employment by the National Conservative Political Action Committee.

In addition to the officers mentioned above, the original directors of the committee (and the years of any resignations) were:

Charles R. Black (resigned 1973)  
Jeffery Bell (resigned 1975)  
Douglas Caddy (resigned 1973)  
Susan K.J. Delcour (resigned 1972)  
Lee Edwards (still a director)  
Raymond Lashnesse (still a director)  
Allan Ryskind (resigned 1975)  
Wayne Thorburn (resigned 1975)  
Thomas Winter (resigned 1975)

Other present directors are:

John Buckley (joined 1976)  
John T. Dolan (joined 1975)  
Donald Evans (joined 1976)  
Steven Markman (joined 1976)  
Connaught Marshner (joined 1975)  
Grover J. Rees, III (joined 1973)  
Henry Walther (joined 1975)

Other former directors were:

Ron Dear (1973-74)  
Jerry James (1973-75)  
Daniel Joy (1972-74)  
Lawrence Pratt (1972-76)  
Loren Smith (1975)

3. The committee has no office. The principal mailing address of the committee has always been the residence of the Chairman, Morton C. Blackwell, 3123 North 17th St., Arlington, Va. Financial correspondence for the committee has frequently been sent to the residences of the chairman and the successive treasurers, Lawrence D. Pratt, 6312 Landor Lane, Springfield, Va. and John Maxwell, 808 Green Street, Alexandria, Va. The office of the independent accountant who currently receives and processes contributions for the committee is Michael Patrick, 8846 Lee Highway, Fairfax, Va.

4. The committee is an informal association whose members are its directors. It meets approximately monthly or upon call of the chairman. It does not function under any charter, by-laws, etc., although the directors decided on December 29, 1976 to investigate steps to incorporate. Business is usually conducted by general consent, and matters of special importance are voted on by the directors. Expenditures are made upon authorization of the chairman or the treasurer.

5. The committee has had only one employee, the current Executive Director, Karen Latimer. During the 1976 campaign the committee installed and paid for a phone in her residence, 4715 16th St. N.W., Washington D.C.

6. Planning and authorizing expenditures of the committee are primarily done by the chairman, the treasurer, and the executive director. While the directors would have the authority to set all general policy of the committee, including expenditures, the directors other than the officers primarily serve to aid the committee in locating, recruiting, training, and assisting young men and women to be youth coordinators for conservative candidates.

7. From April of 1973 to approximately July, 1974 the Richard A. Viguerie Co. Inc. provided the committee direct mail services under a verbal agreement initiated by the committee and negotiated between Richard A. Viguerie, president of the company, and Morton C. Blackwell, chairman of the committee. The agreement was approved after discussion by vote of the directors of the committee. Martin Adver-tising, Inc. is now the direct mail consultant to the committee, and the committee's relationship to the Richard A. Viguerie Co., Inc.

page 3

or any other company in which Mr. Viguerie is known to have an interest is limited to occasional list rentals and limited computer services.

8. a. The contract with the Richard A. Viguerie Co. Inc. was verbal and provided simply that the committee would pay the company its regular list rentals, mailing fees and invoices for supplies as the company charged to its other clients.

b. On April 1, 1976 the Richard A. Viguerie Co., Inc. required that the committee execute and deliver an interest bearing negotiable promissory note to provide for regular repayment of the amount then remaining due the company, \$16,349.19. The committee repayed the note in full, with interest, in advance of the schedule in the note, in October, 1976. A copy of the note is attached.

c. Prior to the signing of the note, the committee had been steadily reducing the amount owed the company to the extent possible, consistent with the survival of the committee as a functioning organization. Prior to the signing of the note, the amounts repaid were determined by the treasurer with the advice of the chairman. Subsequent to the note signing, repayments were determined by the schedule set by the note, except that the committee was able to pay the note off somewhat faster than required.

d. Total billings to the committee by the Richard A. Viguerie Co., Inc. were \$55,709.85. At the end of the verbal agreement for the company to be the direct mail consultant to the committee, approximately July, 1974, the committee owed the company approximately \$23,000, due primarily to mailings which lost money. Since July 1974, the committee made the following payments to the company:

July 29, 1974--\$500  
August 13, 1974--\$1000  
September 9, 1974--\$500  
November 8, 1974--\$1000  
January 8, 1974--\$1000  
September 2, 1975--\$1500  
October 6, 1975--\$1500

payments on note signed April 1, 1976:

April 29, 1976--\$1000  
June 1, 1976--\$1000  
June 28, 1976--\$2500  
July 16, 1976--\$1000  
September 23, 1976--\$1500  
October 11, 1976--\$3500  
October 26, 1976--\$5849.19 (final payment on principal)  
October 26, 1976--\$ 490.88 (interest on note)



8. e. To the best of our knowledge, the committee has made no payments to the Richard A. Viguerie Co., Inc. or any other company in which Mr. Richard A. Viguerie has an interest which represent payments of debts of candidates and/or other committees.

9. None of the contributions received by the committee were mailed to any company in which Mr. Richard A. Viguerie has an interest. All contributions were mailed either to the residences of the committee's officers or to the current accountant for the committee, as described in response #3, above.

10. a. At the request of Mr. Ron Burger, campaign manager for Montana U.S. Senate candidate Stanley Burger, the committee made a loan to the Burger Committee in the amount of \$3000 May 14, 1976 and another loan to the Burger Committee in the amount of \$1000 on June 23, 1976. These loans were repaid as follows: \$2200 August 6, 1976, and \$1068 August 30, 1976, with the understanding that the committee would subsequently forgive the balance due from the Burger campaign of \$732. The \$732 was to go for salary for a youth coordinator for the Burger campaign.

The reason why candidates or political committees need to borrow money for postage for large mailings is that attorneys for many mailing service corporations advise that, even if mailings are profitable and postage money repaid promptly, a mailing service corporation which would itself advance postage funds to a candidate or political committee might be considered to have made a corporate contribution. If a committee is new or poor it may have to borrow money for postage for a time or it may find it just can't raise money for its activities.

b. The Burger loans were made under the direction of the committee's chairman and treasurer after a telephone polling of directors regarding the Burger campaign's request.

c. The money was sent, at the request of the Burger campaign manager, to Diversified Mail Marketing, Inc.

d. The committee's understanding was that the loans to the Burger campaign were not to be used to pay the candidate's debts to any particular creditor but that the money was to be used by the Burger campaign's agents (Diversified) to purchase postage for which a campaign presumably may not become indebted to a business corporation.

#### FURTHER RELEVANT POINTS

1. The committee has never made a joint decision with any other committee to support any political candidate or his committee. We have never violated the \$5000 contribution limitation per candidate. The committee tries to generate

78040011562



youth support for and to otherwise aid conservative candidates who have a good chance of election; the committee is not strongly influenced by decisions on candidates by any other committee or individuals.

2. Mr. Richard A. Viguerie has never attended a meeting of the committee. He has not been consulted by the committee with respect to which candidates the committee should help. He has not asked to be informed by the committee as to whom the committee gives contributions nor has there been established by the committee or any of its officers or directors any system by which he is informed as to the political contributions decisions of the committee. In fact, Mr. Viguerie has on repeated occasions expressed to committee chairman Blackwell the wish not to be informed of the political activities of the committee, which was in the process of formation months before Mr. Blackwell and Mr. Viguerie first met.

3. With respect to the services rendered by the Richard A. Viguerie Co., Inc. or any other supplier, the committee's policy is to pay invoices as funds allow. We do not feel the company was overly generous in its credit terms. The company made every effort to collect any and all money owed it by the committee short of recourse to the courts. A compromise was reached when a note was signed April 1, 1976 with interest payable at 7% per annum on the unpaid balance. This note, attached, was retired in advance of its due schedule.

4. The committee accelerated the payment schedule to the company substantially in advance of that which was required by the note, prior to the filing of the N.C.E.C. complaint, and during the midst of the 1976 campaign. This proves the invalidity of the N.C.E.C. contention that the committee was using the outstanding amount owed the company as political operating funds.

78040011563

PROMISSORY INSTALLMENT NOTE

\$16,349.19

April 1, 1976

FOR VALUE RECEIVED, we, the undersigned, promise to pay to the order of The Richard A. Viguerie Company, Inc., or its assigns, the sum of SIXTEEN THOUSAND THREE HUNDRED FORTY-NINE and 19/100 DOLLARS (\$16,349.19), with interest at the rate of seven percent (7%) per annum on the unpaid balance from the date hereof. The payment of principal and interest shall be made in successive monthly installments of ONE THOUSAND DOLLARS (\$1,000.00) per month for eight (8) months commencing on May 1, 1976, and a final monthly installment of NINE THOUSAND ELEVEN and 53/100 DOLLARS (\$9,011.53), payable on December 31, 1976. Each installment payment shall be applied in reduction of the principal. This note is negotiable and payable at The Richard A. Viguerie Company at 7777 Leesburg Pike, Falls Church, Virginia 22043.

In the event that any installment is not paid when due, the remaining unpaid balance, plus interest, shall become immediately due and payable at the option of the holder hereof.

The maker or makers and all other persons and parties hereto, whether endorsers, sureties, or guarantors, jointly and severally waive presentment, demand, protest, and all notices, and consent to any extension of time of payment hereof by agreement between the holder hereof and the maker or makers, without notice to other persons and parties liable hereon.

In the event that legal proceedings are instituted to collect the amount owed hereunder, the maker or makers and all other persons and parties hereto, whether endorsers, sureties, or guarantors, jointly and severally agree to pay all costs of collection (including an attorney's fee of 20% of the principal and interest owed).

The undersigned hereby reserves the right to prepay all or any portion of the principal hereof without penalty.

COMMITTEE FOR RESPONSIBLE YOUTH POLITICS

By [Signature] (SEAL)

Title \_\_\_\_\_

Address: 3128 North 17th Street  
Arlington, Virginia 22201

Witness \_\_\_\_\_



FEDERAL ELECTION COMMISSION

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

03 JAN 1977

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Robert Thomson, Esq.  
Preston, Thorgrimson, Ellis,  
Holman & Fletcher  
1776 F Street, N. W.  
Washington, D. C. 20006

Re: MUR 297 (76)

Dear Mr. Thomson:

We have completed a preliminary review of your complaint and have numbered it as MUR 297; please refer to this number in any further correspondence. 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. Please do not hesitate to write or call if you have any further questions. The attorney assigned to this matter is David R. Spiegel (telephone no. 202/382-4055).

Sincerely yours,

*JS*  
John G. Murphy, Jr.  
General Counsel

MUR 297: Committee for Responsible Youth  
Politics; National Conservative  
Political Action Committee; Com-  
mittee for the Survival of a Free  
Congress





FEDERAL ELECTION COMMISSION

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

03 JAN 1977

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mr. John Dolan  
National Conservative Political  
Action Committee  
1911 N. Fort Myer Drive  
Suite 906  
Arlington, VA 22209

Re: MUR 297 (76)

Dear Mr. Dolan:

This letter is to notify you that the Federal Election Commission has received a complaint against your committee which alleges certain violations of the Federal Election Campaign Act of 1971, as amended (the Act). We have numbered this matter MUR 297 (76). A copy of the complaint is enclosed. The Commission has reason to believe that the matters alleged therein state a violation of 2 U.S.C. §433(b)(2) and 2 U.S.C. §441a(a)(2)(A).

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. In addition, we would appreciate your Committee's response to the attached questions. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously; therefore, your response should be submitted within 15 days after receipt of this notification. If you have any questions, please contact David R. Spiegel, telephone no. 202/382-4055, the attorney assigned to this case.



- 2 -

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

Sincerely yours,

151

William C. Oldaker  
General Counsel

Enclosure: Copy of Complaint

78040011567

ATTACHMENT

1. On what date was your committee first organized?

2. Who were the committee's original officers?  
Please include a list of all persons who have been officers since that time. Are any of these officers paid by the committee for their services?

3. Give the office address of the original committee.  
If that address has changed, please list all such address changes.

4. Please supply a copy of all documents governing the operation of your committees, including, but not limited to, by-laws, charter, etc.

5. List all paid employees of your committee. Include their office addresses and telephone numbers.

6. Identify those persons at your committee involved in the process of planning and authorizing payments. Also identify those persons responsible for setting general policy regarding the committee's expenditures.

7. With respect to any contracts for services from the Richard A. Viguerie mailing services, identify the personnel on your committee who had any responsibilities for the making of these contracts. Also identify the personnel connected with the Viguerie mailing services with whom you dealt in regard to such contracts.

8. With respect to the committee's contracts for any services from the mailing operations run by Richard A. Viguerie, please provide the following information:

(a) Send copies of all contracts with the Viguerie mailing services.

(b) Describe any agreements as to deferral of payment of debts with regard to such contracts. If such agreements are in writing, please send copies.

(c) How was it determined when and how much of these debts should be paid?

(d) List the amounts of the debts and dates of repayment.

(e) List any payments made to the Viguerie mailing services which represent payment of debts of candidates and/or committees other than your own committee.

9. Explain the arrangements by which contributions received through your use of Viguerie mail services were turned over to your committee. In particular, were contributions mailed to the Viguerie mailing services or to your committee?

10. With respect to any "postage loans" or "advances for postage" made by your committee, please provide the following information:

(a) List all such loans and the dates they were made and repaid.

(b) Who directed that these loans be made?

(c) To whom was the money sent?

(d) Were the loans to be used to pay a candidate's debts owed to a particular creditor?

78040041567





FEDERAL ELECTION COMMISSION

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

December 30, 1976

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Ms. Kathleen Teague  
Committee for the Survival of  
a Free Congress  
1 Library Court, S.E.  
Washington, D. C. 20003

Re: MUR 297 (76)

Dear Ms. Teague:

This letter is to notify you that the Federal Election Commission has received a complaint against your committee which alleges certain violations of the Federal Election Campaign Act of 1971, as amended (the Act). We have numbered this matter MUR 297 (76). A copy of the complaint is enclosed. The Commission has reason to believe that the matters alleged therein state a violation of 2 U.S.C. §433(b)(2) and 2 U.S.C. §441a(a)(2)(A).

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. In addition, we would appreciate your committee's response to the attached questions. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously; therefore, your response should be submitted within 15 days after receipt of this notification. If you have any questions, please contact David R. Spiegel, telephone no. 202/382-4055, the attorney assigned to this case.



This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

Sincerely yours,

151

William C. Oldaker  
General Counsel

Enclosure: Copy of Complaint

7804004157

PS Form 3811, Rev. 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:  
*Ms. Kathleen Inague*

3. ARTICLE DESCRIPTION:  
REGISTERED NO. CERTIFIED NO. INSURED NO.  
*438071*

(Always obtain signature of addressee or agent)

I have received the article described above.  
SIGNATURE ☐ Addressee ☐ Authorized agent  
*Dinny Lee*

4. DATE OF DELIVERY  
*1-4-77*

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

★ GPO: 1976-0-282-486

ATTACHMENT

1. On what date was your committee first organized?

2. Who were the committee's original officers?  
Please include a list of all persons who have been officers since that time. Are any of these officers paid by the committee for their services?

3. Give the office address of the original committee.  
If that address has changed, please list all such address changes.

4. Please supply a copy of all documents governing the operation of your committees, including, but not limited to, by-laws, charter, etc.

5. List all paid employees of your committee. Include their office addresses and telephone numbers.

6. Identify those persons at your committee involved in the process of planning and authorizing payments. Also identify those persons responsible for setting general policy regarding the committee's expenditures.

7. With respect to any contracts for services from the Richard A. Viguerie mailing services, identify the personnel on your committee who had any responsibilities for the making of these contracts. Also identify the personnel connected with the Viguerie mailing services with whom you dealt in regard to such contracts.

8. With respect to the committee's contracts for any services from the mailing operations run by Richard A. Viguerie, please provide the following information:

(a) Send copies of all contracts with the Viguerie mailing services.

(b) Describe any agreements as to deferral of payment of debts with regard to such contracts. If such agreements are in writing, please send copies.

(c) How was it determined when and how much of these debts should be paid?

(d) List the amounts of the debts and dates of repayment.

(e) List any payments made to the Viguerie mailing services which represent payment of debts of candidates and/or committees other than your own committee.

9. Explain the arrangements by which contributions received through your use of Viguerie mail services were turned over to your committee. In particular, were contributions mailed to the Viguerie mailing services or to your committee?

10. With respect to any "postage loans" or "advances for postage" made by your committee, please provide the following information:

(a) List all such loans and the dates they were made and repaid.

(b) Who directed that these loans be made?

(c) To whom was the money sent?

(d) Were the loans to be used to pay a candidate's debts owed to a particular creditor?

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:

*Rahit. Thomson, Esq.*

3. ARTICLE DESCRIPTION:

REGISTERED NO. CERTIFIED NO. INSURED NO.

*438069*

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

*Lepina Mellon*

4. DATE OF DELIVERY: POSTMARK

*JAN 5 1977*

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

★ GPO : 1976-O-203-496



FEDERAL ELECTION COMMISSION

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

December 30, 1976

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mr. Morton Blackwell  
Committee for Responsible  
Youth Politics  
3128 N. 17th Street  
Arlington, VA 22201

Re: MUR 297 (76)

Dear Mr. Blackwell:

This letter is to notify you that the Federal Election Commission has received a complaint against your committee which alleges certain violations of the Federal Election Campaign Act of 1971, as amended (the Act). We have numbered this matter MUR 297 (76). A copy of the complaint is enclosed. The Commission has reason to believe that the matters alleged therein state a violation of 2 U.S.C. §433(b)(2) and 2 U.S.C. §441a(a)(2)(A).

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. In addition, we would appreciate your committee's response to the attached questions. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously; therefore, your response should be submitted within 15 days after receipt of this notification. If you have any questions, please contact David R. Spiegel, telephone no. 202/382-4055, the attorney assigned to this case.



This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

Sincerely yours,

151

William C. Oldaker  
General Counsel

Enclosure: Copy of Complaint

PS Form 3811, Rev. 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:

*Morton Blackwell*

3. ARTICLE DESCRIPTION:

REGISTERED NO. CERTIFIED NO. INSURED NO.

*438072*

(Always obtain signature of addressee or agent)

Addressee received the article described above.

SIGNATURE ☒ Addressee ☐ Authorized agent

*Helen K. Blackwell*

4. DATE OF DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

USPO

★ GSP: 501-O-203-426

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of:

Committee for Responsible Youth  
Politics (CRYP)

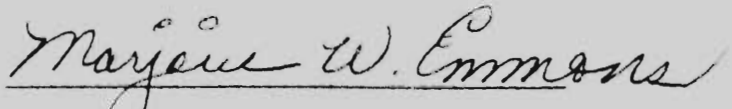
National Conservative Political  
Action Committee (NCPAC)

Committee for the Survival of a Free  
Congress (CSFC)

MUR 297 (76)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on December 29, 1976, the Commission determined by a vote of 4-0 to find reason to believe that a violation of 2 U.S.C. §433(b)(2) and 2 U.S.C. §441a(a)(2)(A) had been committed in the above-captioned matter. Commissioners Thomson and Tiernan were not present at the time of the vote.

  
Secretary to the Commission

78040041576



December 3, 1976

MEMORANDUM FOR: BILL OLDAKER  
FROM: MARJORIE EMMONS *mwc*  
RE: MUR 297 (76) and MUR 303 (76)

The above mentioned MURs were transmitted to the Commissioners on December 2, 1976 at 12:30 p.m.

Your office was notified that as of 2:30 p.m. on December 3, 1976, no objections had been received on these MURs.

At 2:45 p.m., December 3, 1976, Commissioner Aikens submitted objections to both MUR 297 (76) and MUR 303 (76).

MUR 297 (76) and MUR 303 (76) will be placed on the Compliance Agenda for December 8, 1976.

7804041577

December 3, 1976

MEMORANDUM FOR: BILL OLDAKER

FROM:

MARJORIE EMMONS

*7/29/81 by me*

RE:

MUR 297 (76) and MUR 303 (76)

The above mentioned MURs were transmitted to the  
Commissioners on December 2, 1976 at 12:30 p.m.

As of 2:30 p.m. on December 3, 1976, no objections  
have been received on these MURs.

*objection Atkins on both 12-3-76*

7804001578

NO. MUR 297 (76)

DATE AND TIME OF BOARD MEETING

REC'D: 10/26/76

FEDERAL ELECTION COMMISSION  
Washington, D. C.

Complaints: National Committee for an Effective Congress

Committee for Responsible Youth Politics (CRYP)  
National Conservative Political Action Committee (NCPAC)  
Committee for the Survival of a Free Congress (CSFC)

Relevant Statutes: 2 U.S.C. §433(b) (2); 2 USC §441a(a) (2) (A)

Subject: CRYP; NCPAC; CSFC; Stanley Burger for Senate Committee

Re: Complaint of Stanley Burger

Three multi-candidate committees, National Conservative Political Action Committee (NCPAC), Committee for Responsible Youth Politics (CRYP), and Committee for the Survival of a Free Congress (CSFC), failed to report affiliation, a violation of 2 USC §433(b) (2). These three committees, by virtue of their affiliation, are subject to one contribution limit. This limit was exceeded, resulting in a violation of 2 USC §441a(a) (2) (A).

FEDERAL ELECTION COMMISSION

I. ALLEGATION (ISSUE):

A. Control

Complainant alleges that the three committees are affiliated by virtue of their being controlled by the same person or persons:

1) Richard A. Viguerie. Viguerie is a political fund-raiser specializing in the sale of printing, mailing, list rental and other direct mail services. All three committees pay for these services. He is alleged to be a controlling person of all three.

Reason to believe a violation has occurred as to both allegations. A proposed notification, including specific questions is attached.

PRELIMINARY LEGAL ANALYSIS (continued)

relationship between Viguerie and two of the committees is an article in the New York Times, May 23, 1975, p.16, which reports Mr. Viguerie as being the "director of fund raising for three new political treasuries: The Conservative Campaign Committee, the Committee for Survival of a Free Congress, and the National Conservative Political Action Committee." In addition, a Washington Post article printed on May 6, 1975, reported Viguerie as making the decision as to which members of Congress the Committee for the Survival of a Free Congress was going to set out to help defeat.

Additional evidence of a Viguerie tie to the three committees is that Viguerie has extended unusually generous credit terms to one of these committees, CRYP. On the October 10th report for this committee, the following debt is shown as still owed to the Viguerie operation:

\$18,269.19 owed out of a total obligation of \$46,569.19 owed for services performed from 1973 to May, 1976.

Complainant charges that Viguerie's lenience with respect to the deferral of payment for his services suggests he has a personal stake in the committee's activities.

2) John Dolan and Marion Blackwell.

There are two other relationships showing overlapping personnel between two of the committees and Viguerie and one of the committees. John Dolan is the present executive director of NCPAC, and is listed on the March, 1975 CRYP

Mr. Dolan's present role is with regard to CRYP.

Morton Blackwell is chairman of CRYP as well as an employee of the Viguerie mailing operation, according to the Washington Post article of May 6, 1975.

B. Postage loans

Complainant argues that further evidence of affiliation can be found in the fact that the three respondent committees made "postage loans" to a candidate, Stanley Burger, Republican candidate for U.S. Senate from Montana. Complainant believes loans were specifically made to pay off debts to Viguerie, and were moreover delivered directly to the Viguerie offices rather than to the candidate's committee. See Complainant's Exhibit 3. However, with the exception of some other postage loans to two other candidates from NCPAC, and a postage loan from NCPAC to CRYP on one occasion, there is no pattern of postage loans being made to other candidates from the three committees.

C. Common Contributors, Vendors and Candidates Supported

Reports show that all three committees did receive money from many of the same contributors. See Complainant's Exhibit 5. In addition, complainant points out that the committees used many of the same vendors. Complainant's Exhibit 6. In examining the reports, it was noted that there

are at least fifteen other vendors used by at least two of the three committees. Complainant also alleges, and the reports bear out, that the committees have contributed to many of the same candidates. See Complainant's Exhibit 4. A similar pattern of contributions is one indicia of affiliation (Proposed Regs. §110.3(a)(1)(iii)(D)).

In our opinion, all of the above-mentioned evidence considered together, create reason to believe that the three committees named as respondents are affiliated and as such are subject to one contribution limit.

78040041582

LAW OFFICES

HARRISON, LUCEY & SAGLE

SUITE 500

1701 PENNSYLVANIA AVENUE, N. W.

WASHINGTON, D. C. 20006

TELEPHONE 202 298 9030

CABLE "MEHLAW"

MARION EDWYN HARRISON  
CHARLES EMMET LUCEY  
ROBERT F. SAGLE  
GREGORY W. ALTSCHUH

October 29, 1976

BY HAND

John G. Murphy, Esquire  
General Counsel  
Federal Election Commission  
1325 K Street, N. W.  
Washington, D. C. 20463

Re: NCEC v. CSFC

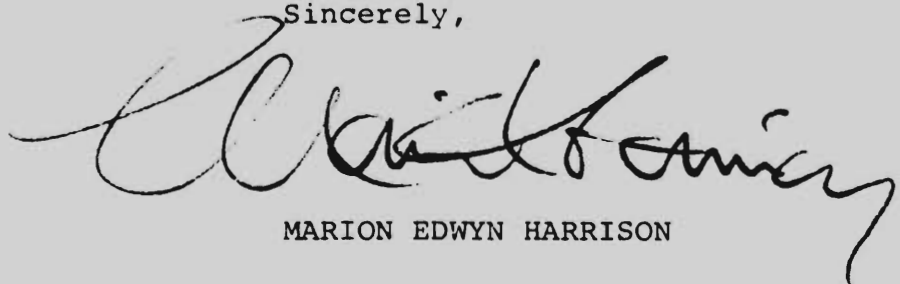
Dear Sir:

May we advise you for the record that we represent the Committee for the Survival of a Free Congress ("CSFC"), 6 Library Court, S. E., Washington, D. C. 20003, in any and all matters within the jurisdiction of the Federal Election Commission or otherwise including, but not limited to, the complaint which we are advised was filed against CSFC on the afternoon of Friday, October 22, 1976, by the National Committee for an Effective Congress ("NCEC").

Neither NCEC nor any other source has communicated to CSFC or to us the contents of this complaint although NCEC has advised a number of the candidates whom it is supporting and some of those candidates are accusing candidates supported by CSFC of having accepted unlawful contributions.

We cannot emphasize too strongly that fairness demands we forthwith be released a copy of the complaint regardless of the action, if any, the Federal Election Commission ultimately may take with respect to it.

Sincerely,



MARION EDWYN HARRISON

MEH:ew

78040011533



CC#814  
MUR 297

LAW OFFICES  
PRESTON, THORGRIMSON, ELLIS, HOLMAN & FLETCHER  
1776 F STREET, N. W.  
WASHINGTON, D. C. 20006  
AREA CODE 202 331-1005

RECEIVED  
FEDERAL ELECTION  
COMMISSION

'76 OCT 26 AM 10:24

EMANUEL ROUELAS  
JONATHAN BLANK  
ROBERT N. THOMSON  
TOVAH THORSLUND  
ARTHUR PANKOFF

2000 I. B. M. BUILDING  
SEATTLE, WASHINGTON 98101  
206-623-7580

October 22, 1976

The Honorable Vernon W. Thomson  
Chairman  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

RE: MUR 297

Dear Chairman Thomson:

This is a complaint filed on behalf of the National Committee for an Effective Congress ("NCEC"), 505 C Street, N.E., Washington, D.C. 20002, a political committee registered and reporting with the Federal Election Commission. NCEC alleges that the following registered political committees are "affiliated" as that term is used in FEC regulations, and that they have exceeded contribution limits applicable to such affiliated committees:

National Conservative Political  
Action Committee ("NCPAC")  
1911 N. Fort Myer Drive  
Suite 906  
Arlington, Virginia 22209

Committee for the Survival of a Free  
Congress ("CSFC")  
1 Library Court, S.E.  
Washington, D.C. 20003

Committee for Responsible Youth  
Politics ("CRYP")  
3128 N. 17th Street  
Arlington, Virginia 22201

I. VIOLATIONS

A. REGISTRATION

Complainant alleges that NCPAC, CSFC and CRYP are "affiliated" as that term is defined in Section 100.14 of the

73040311584

Commission's Regulations, 41 Fed. Reg. 35397 (August 25, 1976). In violation of 2 U.S.C. §433(b)(2), none of the three Committees has listed the "name, address and relationship" of any of the other committees at the appropriate place in its Registration Statement.

B. TRANSFERS OUT

In violation of 2 U.S.C. §441a(a)(2)(A), the three affiliated committees together have so far reported contributions in excess of \$5,000 per election to Federal candidates in the following instances:

1. Volunteers for Harmer Committee - California Primary, June 8

CSFC	\$3,500	(5/20/76)
NCPAC	\$5,000	(5/25/76)
	<u>\$8,500</u>	

2. Win with Whitcomb Committee - Indiana Primary, May 4

CSFC	\$5,000	(4/5/76) (loan)
NCPAC	\$ 227.50	(4/7/76)
NCPAC	\$4,000	(4/19/76)
	<u>\$9,227.50</u>	

3. Stan Burger for Senate - Montana Primary, June 1

CRYP	\$ 500	(4/19/76)
NCPAC	\$4,000	(4/29/76)
CSFC	\$2,000	(5/5/76)
CRYP	\$3,000	(5/14/76) (loan)
NCPAC	\$ 785	(5/18/76) (In-kind)
CSFC	\$3,000	(5/27/76) (loan)
	<u>\$13,285</u>	

4. Dornan for Congress Committee - California Primary, June 8

CSFC	\$5,000	(5/5/76) (loan - 5/6/76 defaulted)
NCPAC	\$5,000	(5/7/76)
	<u>\$10,000</u>	

5. Bob Casey for Congress Committee - Pennsylvania  
Primary, April 27 - Contributions for General Election

NCPAC	\$1,000	(9/20/76)
CSFC	\$1,000	(6/11/76)
CSFC	\$ 100	(6/26/76) (In-kind)
CSFC	\$1,000	(8/11/76)
CSFC	\$ 50	(9/18/76) (In-kind)
CSFC	\$2,500	(9/17/76)
CSFC	\$ 156.59	(8/30/76) (In-kind)
CSFC	\$ 92.46	(9/14/76) (In-kind)

\$5,899.05

6. Mickey Edwards for Congress Committee - Oklahoma  
Primary, August 24

NCPAC	\$1,000	(3/3/76) (loan - later converted to contribution)
NCPAC	\$2,000	(7/22/76) (loan - later converted to contribution)
NCPAC	\$2,000	(7/23/76) (In-kind)
NCPAC	\$2,000	(7/13/76) (In-kind)
CSFC	\$ 500	(6/14/76)
CSFC	\$ 500	(5/4/75)
CSFC	\$ 500	(12/19/75)
CSFC	\$ 500	(1/23/76)
CSFC	\$ 500	(2/20/76)
CSFC	\$ 500	(3/16/76)
CSFC	\$ 150	(12/15/75) (In-kind)

\$10,150

II. INDICIA OF AFFILIATION

A. RICHARD A. VIGUERIE

The key figure in the operation and control of each of the subject Committees is Richard A. Viguerie, a publisher, businessman and fund-raiser with offices at 7777 Leesburg Pike, Falls Church, Virginia. Mr. Viguerie has been identified as "director of fund-raising" for CSFC and NCPAC. See, The New York Times, May 23, 1975, p. 16.

Through a number of affiliated enterprises all owned or substantially controlled by him, Mr. Viguerie provides substantial direct mail services to all three Committees. See, Exhibit 1. With respect to CRYP, Mr. Viguerie has extended a line of credit over the past three years that is unusually generous when compared with the business posture normally assumed by private enterprises when dealing with political committees. See, Exhibit 2. The public record of CRYP's activities, available

for all, including Mr. Viguerie, to review, indicates the Committee has received substantial contributions, a majority of which have been disbursed to Federal candidates rather than to Mr. Viguerie in repayment of advances for direct mail services. This record of lenience with respect to credit suggests Mr. Viguerie has a personal stake in CRYP that strengthens his role as a controlling factor in the Committee's activities.

Moreover, press reports indicate that Mr. Viguerie's mailing services are provided to political committees only if they agree to allow him future use of the new contributor names and contribution histories that such mailings yield. See, The New York Times, May 23, 1975, p. 16. Of course, under such an arrangement, each of the Viguerie Committees receives the benefit of a mailing list that was built up and refined at the expense of each of the others. If these valuable mailing lists were transferred outright among the three Viguerie Committees, such in-kind contributions would be strong evidence of common affiliation. Complainant believes the Viguerie arrangement is no less persuasive simply because he offers a corporate structure(s) within which the benefits may be transferred among committees.

#### B. OTHER COMMON POLICY-MAKERS

Other than Mr. Viguerie, there are other common principals among the three Committees that lend strength to complainant's assertion of affiliation.

Mr. John Dolan, the Executive Director of NCPAC, is also listed on CRYP's public reports as the recipient of salary and expenses. Mr. Morton Blackwell, an executive in one of the Viguerie companies, is also registered as the Chairman of CRYP.

#### C. THE BURGER LOANS

Stanley C. Burger, the Republican candidate for the U.S. Senate in Montana, has retained the Viguerie companies to do direct mail fund-raising for his campaign. Apparently, Mr. Burger has made timely payments to defray the expenses the Viguerie companies themselves have incurred for various mailings, but the method used to make advance payments for postage and other incidental expenses is very revealing.

In many instances, the three Viguerie Committees have made loans to the Burger Committee in \$1,000 and \$2,000 increments. See, Exhibit 3. In at least two instances, such loans were identified as loans for "postage." Complainant believes that all the loans are, in fact, loans made to defray

the costs of postage and other incidental expenses that must be paid in advance of Burger mailings. Complainant further believes that the loans from these Washington-based Committees have been delivered directly or indirectly to Mr. Viguerie's Falls Church offices for the account of Mr. Burger, at the request of Mr. Viguerie or his agents. In fact, NCPAC's FECA report indicates that on June 23, the Committee made a \$2,000 payment to DMMI, a Viguerie company, for the account of Mr. Burger.

The record indicates that many of the loans were made on approximately the same dates. This alone is proof of concerted action. However, if it can additionally be shown that Mr. Viguerie is coordinating the lending activities of the three Committees, and the evidence suggests that he is, then the presence of central, controlling figure strengthens the presumption of affiliation.

#### D. OTHER POSTAGE LOANS

In addition to the Burger loans, the record indicates that NCPAC made a \$1,300 loan to pay CRYP's postage on March 29, 1976. Complainant believes that the proceeds from this loan, once again, were delivered directly or indirectly to the Viguerie offices in Falls Church to pay advance costs of a CRYP mailing, at the request of Mr. Viguerie or his agents.

#### E. COMMON CANDIDATES SUPPORTED

The record clearly establishes that all the Viguerie Committees are financially supporting virtually the same list of candidates, to the extent allowed by their financial position.

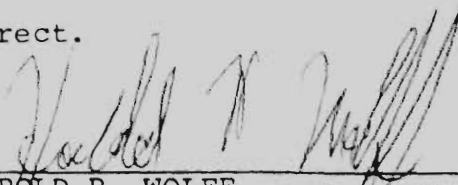
CRYP, the Committee with the smallest bank account, has supported 17 candidates in 1975 and 1976. In 16 cases, such candidates were also supported by one of the other Viguerie Committees. In 13 cases, such candidates were supported by both of the other Committees.

A full list of candidates supported by at least two of the three Committees is at Exhibit 4.

#### F. COMMON CONTRIBUTORS TO THE COMMITTEES


The three Committees have many of the same contributors. Exhibit 5 is a list of contributors that have given to two or more of the Committees.

HAROLD P. WOLFF alleges and swears that he is an employee and agent of the National Committee for an Effective Congress, that he is fully authorized to sign and swear to this complaint, that he has read the assertions and allegations contained therein, and that to the best of his belief and knowledge, they are true and correct.

  
\_\_\_\_\_  
HAROLD P. WOLFF  
National Committee for An  
Effective Congress

7 8 0 4 0 0 4 1 5 8 9  
On this 22<sup>nd</sup> day of October, 1976, before me the undersigned, a Notary Public in and for the District of Columbia, duly commissioned and sworn, personally appeared Harold P. Wolff, to me known to be the individual described in and who executed for foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal affixed hereto the day and year in this certificate first above written.

  
\_\_\_\_\_  
NOTARY PUBLIC, in and for  
the District of Columbia.

37 Commission Expires June 30, 1979

G. COMMON SUPPLIERS

All of the Viguerie Committees have purchased goods and services from many of the same businesses. This supports complainant's contention that the Committees are acting in concert and communicating among themselves directly or through a common agent in such a manner that they must be deemed affiliated. A list of common suppliers is at Exhibit 6.

III. CONCLUSIONS

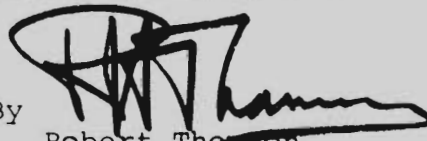
Complainant has presented evidence taken from the public record that establishes a strong possibility of FECA violations. When taken in the aggregate, the evidence is sufficient to give the Commission reason to believe that such violations have occurred. Consequently, complainant believes the Commission has an obligation under 2 U.S.C. §437g(a)(2) to initiate an investigation. Complainant further believes such an investigation will yield many other facts that will establish that the Viguerie Committees are affiliated.

This complaint has not been filed at the request or suggestion of any candidate or on behalf of any candidate.

Very truly yours,

PRESTON, THORGRIMSON,  
ELLIS, HOLMAN & FLETCHER

By



Robert Thomson  
Counsel for NCEC

79040011597



EXHIBIT 1

PAYMENTS OR DEBTS  
OWNED BY EACH COMMITTEE  
TO VIGUERIE COMPANIES DURING  
1975 and 1976 FOR DIRECT MAIL SERVICES

NCPAC	-	\$859,790.59
CRYP	-	22,549.86
CSFC	-	590,298.77

73040041591



(See instructions on back)

(Use separate schedule for each numbered item)

Name of Candidate or Committee in full		Amount of Original Debt, Contract, Agreement, or Promise	Cumulative Payment To Date	Outstanding Balance at Close of This Period
Committee for Responsible Youth Politics				
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Richard A. Viguerie Co. 7777 Leesburg Pike Falls Church, VA 22043	Nov. & Dec. 1974	19,921.56	1,000.00	18,921.56
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Subtotal this period (this page) (optional) ▶		\$	\$	\$
Total this period (list page this line number only) ▶		19,921.56	1,000.00	18,921.56

\* Carry outstanding balance only, to appropriate line of summary.

Name of Candidate or Committee in full		Amount of Original Debt, Contract, Agreement, or Promise	Cumulative Payment To Date	Outstanding Balance at Close of This Period
Committee for Responsible Youth Politics				
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Richard A. Vignier Co. 7777 Leesburg Pike Falls Church, VA 22043	11, 12/74 3/75	19,921.56 248.28 <u>20,169.84</u>	1,000.00	19,169.84
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Subtotals this period (this page optional)	▶	\$	\$	\$
Total this period (last page this line number only)	▶	20,169.84	1,000.00	19,169.84

\* Carry outstanding balance only, to appropriate line of summary.

Line Numbers 25 and/or 26 of FEC Form 3

(See Instructions on back)

7/1/75-9/30/75

First correction authorized for each  
numbered line  
CORRECTION

Name of Candidate or Committee in full	Amount of Original Debt, Contract, Agreement, or Promise	Cumulative Payment To Date	Outstanding Balance at Close of This Period
Committee for Responsible Youth Politics			
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$
Richard A. Vienerle & Co. 7777 Lomburg Ave Falls Church, VA 22023	Forward: 3-31-75 45,221.56 6-11-75 21.28 50.00		
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$
Printing, Mailing, List Rental and other Direct Mail Services		45,519.84	27,800.00
			17,719.84
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$
Subtotals this period (this page) (up to line 24)		\$	\$
Total this period (last page this line number only)		\$ 45,519.84	\$ 27,800.00
Outstanding balance only (to appear on line 26 of summary)			\$ 17,719.84

Name of Candidate or Committee in full		Amount of Original Debt, Contract, Agreement, or Promise	Cumulative Payment To Date	Outstanding Balance at Close of This Period
Committee for Responsible Youth Politics				
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Morton C. Blackwell 3128 No. 17th Street Arlington, VA 22201	7/2/75	1,969.36	-	1,969.36
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Richard A. Viguerie & Co. 7777 Leesburg Pike Falls Church, VA 22043	11, 12/74 3/75 8/75	19,921.56 248.28 <u>50.00</u> 20,219.84	2,500.00	17,719.84
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Subtotal this period (this page optional)		\$	\$	\$
Total this period (last page this line number only)		22,169.20	2,500.00	19,669.20
* Carry outstanding balance only, to appropriate line of summary.				

Line Numbers 25 and/or 26 of FEC Form 3

(See Instructions on back)

(Use separate consolidated fee each numbered line)

Name of Candidate or Committee in full Committee for Responsible Youth Politics		Amount of Original Debt, Contract, Agree- ment, or Promise	Cumulative Payment To Date	Outstanding Balance at Close of The Period
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Morton C. Blackwell 3128 No. 17th Street, Arlington, VA 22201	7/2/75	1,969.36	-	1,969.36
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Richard A. Viguerie Co. 7777 Leesburg Pike Falls Church, VA 22043	11,12/74 3,8/75 12/75	19,921.56 298.28 79.35 <u>20,299.19</u>	4,000.00	16,299.19
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Subtotals this period this page (optional) ▶		\$	\$	\$
Total this period (last page this line number only) ▶		22,268.55	4,000.00	18,268.55

\* Carry outstanding balance only, to appropriate line of summary.



(see instructions on back)

Name of Candidate or Committee in full

Committee for Responsible Youth Politics

Amount of Original  
Debt, Contract, Agree-  
ment, or Promise

Cumulative Payment To  
Date

Outstanding Balance at  
Close of This Period

Name, mailing address and ZIP code, and nature of  
contribution

Richard A. Viguerie Co.  
7777 Leesburg Pike  
Falls Church, VA 22043

Date (month,  
day, year)

11,12/74  
3,8,12/75  
3/76

\$ 19,921.56  
377.63  
100.00  
20,399.19

\$ 4,000.00

\$ 16,399.19

Name, mailing address and ZIP code, and nature of  
contribution

Morton C. Blackwell  
3128 No. 17th Street  
Arlington, VA 22201

Date (month,  
day, year)

7/2/75

\$ 1,969.36

\$ -

\$ 1,969.36

Name, mailing address and ZIP code, and nature of  
contribution

National Conservative Political  
Action Committee  
1911 N. Fort Myer Dr., Suite 906  
Arlington, VA 22209

Date (month,  
day, year)

3/29/76

\$ 1,300.00

\$ -

\$ 1,300.00

Name, mailing address and ZIP code, and nature of  
contribution

Date (month,  
day, year)

\$

\$

\$

Name, mailing address and ZIP code, and nature of  
contribution

Date (month,  
day, year)

\$

\$

\$

Name, mailing address and ZIP code, and nature of  
contribution

Date (month,  
day, year)

\$

\$

\$

Name, mailing address and ZIP code, and nature of  
contribution

Date (month,  
day, year)

\$

\$

\$

Name, mailing address and ZIP code, and nature of  
contribution

Date (month,  
day, year)

\$

\$

\$

Totals this period this page (optional)

\$

\$

\$

Totals this period (last page this line number only)

23,668.55

4,000.00

19,668.55

Carry outstanding balance only, to appropriate line of summary.

Name of Candidate or Committee in full	Amount of Original Debt, Contract, Agreement, or Promise	Cumulative Payment To Date	Outstanding Balance at Close of This Period
<b>Committee for Responsible Youth Politics</b> Full Name, mailing address and ZIP code, and nature of obligation Richard A. Van Arman Co. 7777 Leesylvania Park Falls Church, VA 22043	Date (month, day, year) 11/76 4/76 20,377.19	\$ 5,000.00	\$ 15,377.19
Full Name, mailing address and ZIP code, and nature of obligation Morton C. Blackwell 3128 North 17th Street Arlington, VA 22201	Date (month, day, year) 7/75 1,969.36	\$ -	\$ 1,969.36
Full Name, mailing address and ZIP code, and nature of obligation 0 5	Date (month, day, year)	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation 0 0 0	Date (month, day, year)	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation 0 3 1	Date (month, day, year)	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$
Subtotals this period this page (optional)	\$	\$	\$
Total this period (last page this line number only)	22,368.55	5,000.00	17,368.55

\* Carry outstanding balance only, to appropriate line of summary.

Name of Candidate or Committee in full

## Committee for Responsible Youth Politics

Amount of Original  
Debt, Contract, Agree-  
ment, or PromiseCumulative Payment To  
DateOutstanding Balance at  
Close of This PeriodFull Name, mailing address and ZIP code, and nature of  
obligationDate (month,  
day, year)

\$

\$

\$

Richard A. Viguerie Co.  
7777 Leesburg Pike  
Falls Church, VA 2204311/74  
thru 4/75  
5/7520,399.19  
870.00  
21,269.19

5,000.00

16,269.19

Full Name, mailing address and ZIP code, and nature of  
obligationDate (month,  
day, year)

\$

\$

\$

Morton C. Blackwell  
3128 North 17th Street  
Arlington, VA 22201

7/75

1,969.36

-

1,969.36

Full Name, mailing address and ZIP code, and nature of  
obligationDate (month,  
day, year)

\$

\$

\$

Full Name, mailing address and ZIP code, and nature of  
obligationDate (month,  
day, year)

\$

\$

\$

Full Name, mailing address and ZIP code, and nature of  
obligationDate (month,  
day, year)

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Full Name, mailing address and ZIP code, and nature of  
obligationDate (month,  
day, year)

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Full Name, mailing address and ZIP code, and nature of  
obligationDate (month,  
day, year)

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Full Name, mailing address and ZIP code, and nature of  
obligationDate (month,  
day, year)

\$

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Subtotal this period this page (optional) ▶

\$

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Total this period (last page this line number only) ▶

23,238.55

5,000.00

18,238.55

\*Carry outstanding balance only, to appropriate line of summary.

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**Line Numbers 25 and/or 26 of FEC Form 3**

(see instructions on back)

LINE NUMBER 25  
 (Use separate schedule(s) for each numbered line).  
10-70-76

Name of Candidate or Committee in full		Amount of Original Debt, Contract, Agreement, or Promise	Cumulative Payment To Date	Outstanding Balance at Close of This Period
<b>Committee for Responsible Youth Politics</b>				
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Richard A. Viguerie Co. 7777 Leesburg Pike Falls Church, VA 22043	8-23-73 to 5-17-76	46,569.19	35,300.00	10,269.19
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Morton C. Blackwell 3128 North 17th Street Arlington, VA 22201	9-30-76	2,115.93	-	2,115.93
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Reimbursement of Expenses - Travel, Phone, Meals, Lodging.				
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Martin Advertising Co. 8320 Old Courthouse Rd., Vienna, VA 22180	9-20-76	1,180.86	-	1,180.86
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Preparation, writing, mailing and other Direct Mail services.				
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Subtotals this period this page (optional)		\$	\$	\$
Total this period (last page this line number only)		49,865.98	36,300.00	13,565.98

\* Carry outstanding balance only, to appropriate line of summary.

\* see attached detail schedule.

Module C

July 1976

U.S. Election Commission  
444 Constitution Avenue, N.W.  
Washington, D.C. 20463

Line Numbers 25 and/or 26 of FEC Form 3

(see instructions on back)

(Use separate schedule(s) for each numbered line).

10-10-76

Name of Candidate or Committee in full		Amount of Original Debt, Contract, Agreement, or Promise	Cumulative Payment To Date	Outstanding Balance at Close of This Period
Committee for Responsible Youth Politics				
Full Name, mailing address and ZIP code, and nature of obligation Richard A. Vignerie & Co. 7777 Leesburg Pike Falls Church, VA 22043	Date (month, day, year)	\$	\$	\$
	8-23-73	8,000.00		
	8-30-73	2,926.62		
	9-6-73	3,812.66		
	9-12-73	4,778.00		
Full Name, mailing address and ZIP code, and nature of obligation Printing, Mailing, List Rental and other Direct Mail services.	Date (month, day, year)	\$	\$	\$
	9-20-73	328.86		
	10-5-73	325.76		
	10-12-73	2.66		
	10-12-73	50.00		
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
	10-25-73	29.79		
	10-31-73	15.21		
	12-20-73	179.20		
	12-21-73	102.74		
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
	12-31-73	6.00		
	12-31-73	209.84		
	1-11-74	139.07		
	1-31-74	5.57		
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
	2-14-74	319.44		
	3-11-74	2,309.31		
	3-11-74	1,544.42		
	3-11-74	1,665.85		
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
	3-14-74	5,113.79		
	3-14-74	255.25		
	3-21-74	19.71		
	3-21-74	2,810.58		
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
	3-29-74	6,916.82		
	4-4-74	104.50		
	4-4-74	2,408.34		
	4-30-74	2.19		
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
	4-30-74	623.97		
	6-27-74	50.00		
	8-8-74	37.63		
	9-13-74	50.00		
Subtotals this period (this page optional)		12-20-74 \$ 76.78	\$	\$
Total this period (last page this line number only)		45,221.56	25,300.00	19,921.56

\* Carry outstanding balance only, to appropriate line of summary

Line Numbers 25 and/or 26 of FEC Form 3

(see instructions on back)

LINE NUMBER 25

(Use separate schedule for each numbered line).

thru 7/31/76

Name of Candidate or Committee in full		Amount of Original Debt, Contract, Agreement, or Promise	Cumulative Payment To Date	Outstanding Balance at Close of This Period
Committee for Responsible Youth Politics				
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$ Forward.... \$ 45,221.56	\$	\$
Richard A. Viguerie & Co. 7777 Leesburg Pike Falls Church, VA 22043	3-31-75 8-15-75 12-31-75	248.28 50.00 79.35		
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Printing, Mailing, List Rental and other Direct Mail services	3-22-76 3-31-76 5-17-76	50.00 50.00 870.00		
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$ 46,569.19	\$ 34,800.00	\$ 11,769.19
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Full Name, mailing address and ZIP code, and nature of obligation	Date (month, day, year)	\$	\$	\$
Subtotal this period (this page optional)		\$	\$	\$
Total this period (last page this line number only)		\$	\$	\$



EXHIBIT 3

BURGER LOANS AND EXPENDITURES BELIEVED TO BE FOR POSTAGE EXPENSES  
INCURRED BY BURGER CAMPAIGN IN VIGUERIE MAILINGS:

5/14/76	CRYP	\$3,000	(loan)
5/18/76	NCPAC	500	(loan)
5/27/76	CSFC	3,000	(loan)
6/14/76	NCPAC	1,000	(loan) <sup>1</sup>
6/14/76	NCPAC	1,000	(contribution) <sup>2</sup>
6/14/76	NCPAC	1,000	(contribution) <sup>3</sup>
6/23/76	CRYP	1,000	(loan)
6/23/76	CSFC	3,000	(loan)
6/23/76	NCPAC	2,000	(paid to DMMI)

- 7 9 0 4 0 0 1 1 6 0 5
- <sup>1</sup> Repayment of loan originally made to Burger campaign by F. Donatelli, an NCPAC director.
  - <sup>2</sup> Repayment of loan originally made to Burger campaign by Jelks Cabaniss.
  - <sup>3</sup> Repayment of loan originally made to Burger campaign by Robert Shortly.

# EXHIBIT 4

## CANDIDATES' COMMITTEES SUPPORTED BY TWO OR MORE VIGUERIE COMMITTEES

Bob Casey for Congress	NCPAC, CSFC, CRYP
Bell '76 Committee	NCPAC, CSFC
Friends of Tom Evans	NCPAC, CSFC
Snyder for Congress	NCPAC, CSFC
Thoburn for Congress	NCPAC, CSFC
Friends of Froelich	NCPAC, CSFC
Buckley for Senate	NCPAC, CSFC
Dornan for Congress	NCPAC, CSFC
Trowbridge for Congress	NCPAC, CSFC
Orin Hatch for Senate	NCPAC, CSFC, CRYP
Friends of Maxfield	NCPAC, CSFC
Grassley for Congress	NCPAC, CSFC, CRYP
Trible for Congress	NCPAC, CSFC
Olson for Congress	NCPAC, CSFC
Hansen for Congress	NCPAC, CSFC
M. Edwards in '76	NCPAC, CSFC, CRYP
Virginians for Byrd	NCPAC, CSFC
Brunson for Congress	NCPAC, CSFC
Ashbrook for Congress	NCPAC, CSFC, CRYP
Win with Whitcomb	NCPAC, CSFC
Glen Jones	NCPAC, CSFC
Stan Burger for Senate	NCPAC, CSFC, CRYP
Duff for Congress	NCPAC, CSFC
Ron Buikenia for Congress	NCPAC, CSFC
Kelly for Congress	NCPAC, CSFC

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Scott for Congress	NCPAC, CSFC, CRYP
Frank Wolf for Congress	NCPAC, CRYP
Talcott for Congress	NCPAC, CSFC
Badham for Congress	NCPAC, CSFC
Wallop for Senate	NCPAC, CRYP
Nick Gearhart for Congress	NCPAC, CSFC
Wiersma for Congress	NCPAC, CSFC
Manford for Congress	NCPAC, CSFC
Goodman for Congress	NCPAC, CSFC
Marriott for Congress	NCPAC, CSFC
Committee to Elect Ray Mattox	NCPAC, CRYP
Jim Inhoffe for Congress	NCPAC, CSFC, CRYP
Jim Sheehan for Congress	NCPAC, CSFC
Lawrence for U.S. Congress	NCPAC, CSFC
Burcham	NCPAC, CSFC, CRYP
Boger	NCPAC, CSFC
Byrd (Roland)	NCPAC, CSFC
Cohalan	NCPAC, CSFC, CRYP
Finkbeiner	NCPAC, CSFC
Frappier	NCPAC, CSFC, CRYP
Fulk	NCPAC, CSFC
Harmer	NCPAC, CSFC
Kindness	NCPAC, CSFC
Miller	NCPAC, CSFC
Mizell	NCPAC, CSFC
Richardson	NCPAC, CSFC, CRYP
Steiger	CSFC, CRYP

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EXHIBIT 5

CONTRIBUTORS WHO HAVE GIVEN IN EXCESS OF \$100 TO TWO OR MORE  
OF THE VIGUERIE COMMITTEES:

E. R. Johnson, II	NCPAC, CSFC, DRYP
W. H. Guild	CSFC, CRYP
G. M. Bjorkman	NCPAC, CSFC
C. Calder	CSFC, CRYP
H. Ransburg	CSFC, CRYP
M. O'Brien	NCPAC, CSFC
G. A. Bloomingdale	NCPAC, CSFC
J. T. Morton	NCPAC, CSFC
F. Butterworth	NCPAC, CSFC
D. R. Wallace	NCPAC, CSFC
J. R. Hoffmann	NCPAC, CSFC
M. P. Alles	NCPAC, CRYP, CSFC
S. J. Garwood	NCPAC, CSFC, CRYP
E. A. Seipp, Jr.	NCPAC, CSFC
J. Eckerd	NCPAC, CSFC
R. Milliken	NCPAC, CRYP
G. A. Bates	NCPAC, CSFC
R.S. Flinn	NCPAC, CSFC
J. Coors	NCPAC, CSFC
T. L. Hillman	NCPAC, CSFC
H. M. Kimball	NCPAC, CSFC, CRYP
J. S. McDonnell, III	NCPAC, CSFC
E. N. Nesse	NCPAC, CRYP
E. G. Swigert	CSFC, CRYP
Mr. Wallbridge	NCPAC, CSFC
Mr. Wittwer	NCPAC, CSFC

73047041608

Mr. McNeilly

NCPAC, CSFC

E. M. Stalter

NCPAC, CSFC

R. Stewart

NCPAC, CSFC

78040011603

EXHIBIT 6

SUPPLIERS OF GOODS AND SERVICES USED BY TWO OR MORE OF THE  
VIGUERIE COMMITTEES:

1. Metro printing
2. Virginia Envelope Co.
3. Advanced Business & Computer Supplies
4. Hendricks and Miller
5. Berlin and Jones
6. Prep Incorporated
7. Goetz Printing
8. Hagerstown Bookbinding & Printing
9. Suburban Key punch Services

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# FEDERAL ELECTION COMMISSION

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

THIS IS THE END OF MUR # 297

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