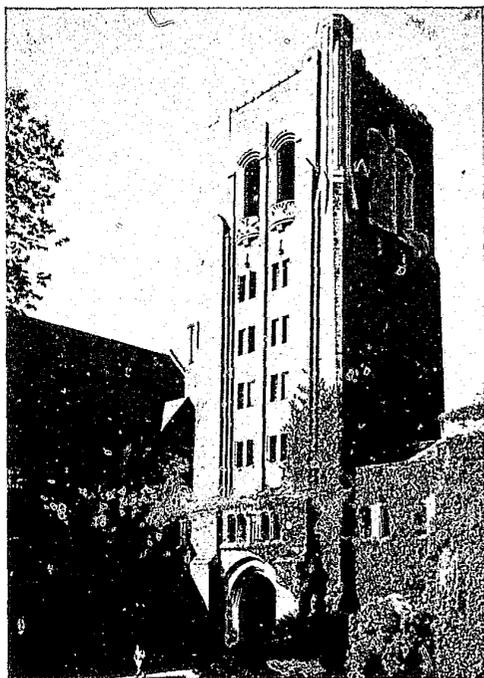


Cornell Institute on Organized Crime
1977 Summer Seminar Program



Techniques in the Investigation and Prosecution of Organized Crime

Official Corruption: A Simulated Investigation.

with
Teacher's Guide.

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G. ROBERT BLAKEY • RONALD GOLDSTOCK



Cornell Institute on Organized Crime
1977 Summer Seminar Program

NCJPS

FEB 22 1978

ACQUISITION

TECHNIQUES IN THE INVESTIGATION AND
PROSECUTION OF ORGANIZED CRIME

OFFICIAL CORRUPTION:

A SIMULATED INVESTIGATION

with

Teacher's Guide

G. Robert Blakey
Ronald Goldstock

January 1978
Ithaca, N.Y.

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Introduction

The creation of an effective simulated investigation for training purposes requires the careful balancing of two, often competing, interests:

- 1) the inclusion of the numerous and diverse legal and factual issues facing the organized crime prosecutor, and
- 2) an adherence to realism and avoidance of law school examination-type fact patterns.

With these two goals in mind, we have used public court records, printed materials, our own experiences, and incidents related by some of our more believable colleagues as a foundation for the simulated investigation. Although the particular criminal acts in this investigation are imaginary, they could easily have taken place. Similarly, the characters depicted are neither actual persons nor wooden re-creations; their distinct personalities are patterned upon individuals who have participated in similar organized criminal schemes. Consequently, they can be expected to act and react throughout the simulation in very human ways. We have also sought to avoid emphasis on the laws and procedures of any particular jurisdiction. Ithaca, the city, county, or state in which this investigation occurs (not to be confused with the city of the same name located in New York) should be considered each student's home jurisdiction.

The six workshops consist of the raw data of the investigation, accompanied by a teacher's guide which states the premise for the workshop, the specific problems involved, and a guide for analyzing the problems presented. After a preliminary reading of the accompanying volume of background materials on official corruption,

the workshops should be studied and taught in the order in which they appear. The bank records, invoices, checks, reports, and other documents which form the basis of the investigation have been reproduced in this volume primarily for study purposes. Full-sized copies of the materials for each exercise are available on request.

The maintenance of realism required the use of replicas, usually with minor modification, of credit card forms, bank records, airline tickets, etc. They were neither obtained from police or court files, nor are in any way connected to any official investigation. The use of particular corporate names was a matter of convenience and, of course, suggests no wrongdoing or involvement of any particular corporate entity. The Professional Sports Authority is structured in the same manner as many state licensing agencies, although, as far as we know, it has no direct counterpart in any jurisdiction. Executive law § 1403(3)(b), a "speech and debate clause" more commonly associated with legislative than with administrative privilege, is one of the few elements of the materials that may be open to charges of unrealism. Nevertheless, it was included because of the importance of the problem it raises. Realism considerations dictated the exclusion of many other issues of potential interest.

There is clearly a burden on the workshop leaders to control the direction of the workshops. The approach to the problems should focus on maintaining and promoting verisimilitude. As we noted in the 1976 teaching guide,

The use of this simulated investigation will be effective in direct proportion to the students' perception of the materials as an actual case, not as a training exercise. In

short, to succeed, it must be viewed as more than realistic; it must be authentic.

Our experience in the '76 workshops confirmed that judgment. Thus, section leaders may not blame any apparent inconsistencies on the problem's drafters. (Because the problem has been pre-tested, there should be, in any event, a minimum of mistakes). For example, an incorrect amount on a credit card billing can be explained as a mistake by the store clerk. The students should resolve such issues as they would in an actual case.

On the other hand, the section leaders must be flexible and take into consideration the special problems of particular jurisdictions, including variations in criminal codes and procedural law, and raise tangential issues not appearing in the problem. "Would you treat it differently if...?" should be used when possible to create thought-provoking discussion. The atmosphere should be similar to that created by a knowledgeable and thoughtful bureau chief who, in discussing a case with his colleagues, uses the opportunity to teach.

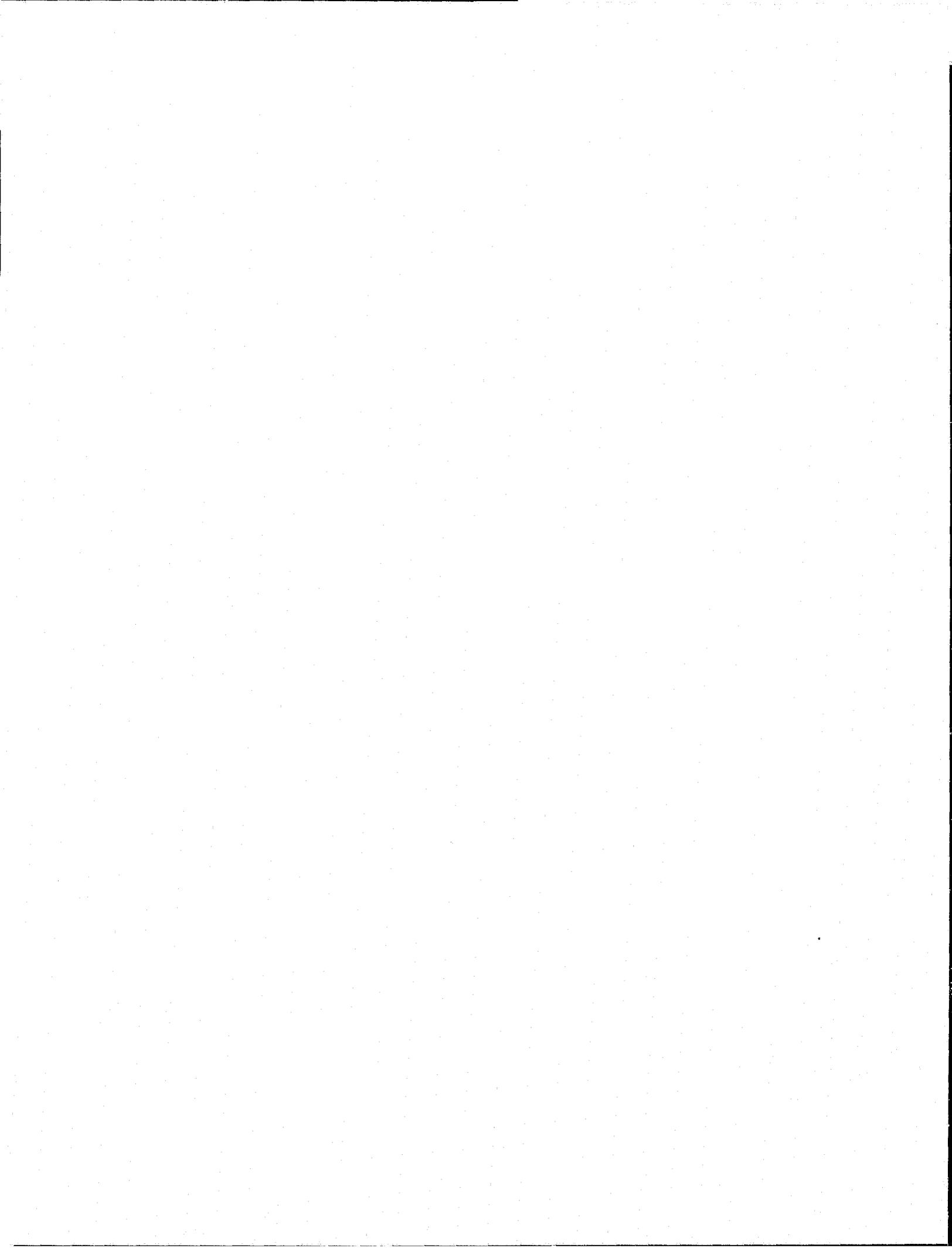
Acknowledgements

The preparation of this investigation was the result of the hard work and careful thought of many people. Peter Driscoll, Director of the Hospitals Division of the Office of the New York State Special Prosecutor for Nursing Homes, and Joseph Lombardo, Principal Special Auditor-Investigator, developed the idea for the corporate records workshop. The knowledge and experience they brought to the simulation added greatly to its authenticity. The insights of Ben Gershman and Charles Rogovin were also

invaluable. The suggestions and experience of the group leaders and seminar participants who used these materials contributed greatly to the refinement of the workshops as a teaching tool. And thanks should also go to Institute staff members Ted Lindsay, who so assiduously prepared the simulated evidence, and Barbara Bares, who edited the final product.

G. Robert Blakey
Ronald Goldstock

Cornell Institute on Organized Crime
Cornell Law School
January 1978



1950

Workshop #1 - Electronic Surveillance

Premise: As an organized crime prosecutor in the jurisdiction of Ithaca, each student has been asked to review the electronic surveillance daily plant reports generated pursuant to an order of Mr. Justice Robbins dated 3/20/77. The date is now 4/2/77, and the order is due to expire in two days. Technical difficulties made installation of the tap impossible until 4/1/77; hence only two days of plant reports are available. The assistant prosecutor who was originally in charge of the case is now on trial and is unable to supervise the execution of the order. The named parties, designated crimes, and other pertinent information are set forth in the Order of March 20th.

- Problem: 1) What criticism, if any, should be directed at the manner in which the order of March 20th was drafted?
- 2) What instructions, based on the information set forth in the daily plant reports, should be given to the investigating officers?
- 3) What amendments, if any, are required
- a) if the tap is to terminate on the 4th, or
 - b) if a renewal order is to be sought.

SUPERIOR COURT OF ITHACA
MOTION TERM

In the Matter	:	
	:	
of	:	
	:	
the interception of certain wire	:	EAVESDROPPING
communications transmitted over	:	
telephone line and instrument	:	WARRANT
presently assigned number 476-9818	:	
located in, and subscribed to by,	:	
George Washington Historical and	:	
Recreational club, 9515 Duncan	:	
Blvd. Ithaca	:	
	:	

It appearing from the application and affidavit of District Attorney Frank Smith and affidavit of Police Officer Kevin Lowe, said affidavits having been submitted in support of this eavesdropping warrant and incorporated herein as a part hereof, that there is probable cause to believe that evidence of the felonies of Promoting Gambling, Possession of Gambling Records, Grand Larceny, Criminal Possession of Stolen Property, Forgery, Criminal Possession of Forgery Devices, Criminal Possession of Forged Instruments, and Conspiracy to commit said crimes may be obtained by intercepting certain wire communications transmitted over the above-captioned telephone line and instrument, and the Court being satisfied that comparable evidence essential for the prosecution of said crimes could not be obtained by other means, it is hereby

ORDERED, that the said District Attorney or any Ithaca police officer acting under the direction and supervision of said District Attorney, is hereby authorized to

intercept and record the telephonic communications of:

a) Martin Filipiano a/k/a Flipper and his agents and co-conspirators, some of whom are as yet unknown, as those conversations pertain to the crimes set forth above relating to illegal bookmaking activity including the (1) placing of wagers, (2) direction of the business, (3) reporting of moneys won and lost, (4) determination and dissemination of the "line," (5) arrangement of meetings to pay and collect moneys, and similar conversations undertaken to further the said gambling business; AND

b) James Mayer and his agents and co-conspirators, some of whom are as yet unknown, as those conversations pertain to the crimes set forth above relating to the sale of stolen and forced airline tickets including (1) orders for such tickets, (2) obtainment of blank tickets, and forgery devices, (3) methods by which the tickets are forged, (4) location of the forgery, (5) identities of suppliers of tickets and devices, (6) identities of purchasers of tickets, and similar conversations undertaken to further the said illegal activity; as those conversations are transmitted over the above-captioned telephone line and instrument and it is further

ORDERED, that this warrant shall be executed in a manner designed to minimize the interception of conversations not described above, and nothing contained herein shall be construed as authorizing the District Attorney or his agents to overhear or intercept any communications which appear privileged or unrelated to the aforementioned crimes, and

it is further

ORDERED, that the agents and employees of the New York Telephone Company are directly constrained not to divulge the contents of this order nor the existence of electronic eavesdropping over the above-captioned telephone line and instrument to any person including but not limited to the subscribers of the above-captioned telephone instrument whether or not the said subscribers request that the said telephone instrument be checked for the existence of said electronic eavesdropping equipment, and it further

ORDERED, that this eavesdropping warrant shall be executed as soon as practicable and shall be effective the 21st of March, 1977, and its authorization shall continue until the evidence described in the aforementioned affidavit of Police Officer Kevin Lowe, shall have been obtained, and said authorization shall not automatically terminate when the communications described herein have been first obtained, but in no event shall said authorization exceed fifteen (15) days from its effective date, to wit, the 4th day of April, 1977.

Matthew Michael Robbins
Justice of the Trial Court

Dated:

3-20-77

OFFICE OF THE DISTRICT ATTORNEY

DAILY PLANT REPORT

PLANT # _____ LINE # _____ INTERCEPTED AND RECORDED BY:
 DATE 1/77 PAGE 1 OF _____ Det. Lawrence Sigmund
 REEL # A902H P.O. Alfred Karsus

Changed to _____ at _____

Plant opened at 11:00 a.m.

TIME & METER #	# CALLED	SUBSTANCE OF INTERCEPTED CONVERSATION
11:10	Inc.	U/M (out) to Bunny (in), asks whether Jimmy is there. Bunny says that he doesn't usually come in until noon. Male apparently needs "things" before 2 p.m. Bunny says that she's not involved in his business but that she will give Jimmy a message. Male will call back at 12:00.
11:50	555-1212	Bunny (in) to information--wants number of the Salon de Beauty on North 18th St. (282-9416).
11:52	282-9416	Bunny (in) to Winnie (out)--social call.
12:05	Inc.	Dennis (out) to Jimmy (in) Dennis orders two tickets in the names of T. Malanna and V. Stapore, Newark, Miami, Newark open return for 8 p.m. flight on National--"I think the real figures are 166 a piece." Dennis will be by at 2:00 to pick them up.
12:10	837-6919	Jimmy (in) to Fred (out) Jimmy gives Fred info. on tickets of previous conversation. Fred will drop them off by 1:30. (Note: Before dialing, Jimmy said: "We're running short of plastics. If you speak to your man have him give one of us a call.)
12:35	Inc.	Joe (out) to Laddy (in)--long guarded conversation about a deal and some people to be seen. Part of

DAILY PLANT REPORT (CONT'D)

PLANT # _____ LINE _____ REEL # _____ & _____

TIME & METER #	# CALLED	SUBSTANCE OF INTERCEPTED CONVERSATION
		Conv.--Joe-didn't you see that guy yet. Laddy-
		no but they know that he can't come up with
		nothing. Joe-Then why don't they get rid of it,
		what are they waiting for. Laddy-They want to
		give the guy the courtesy, it's no more than right.
1:45	265-2296	Flipper (in) to Sal (out)--(Apparently Flipper
		just entered club), Flipper gives Sal figures
		for Tex, (pay 200), Bernie (pay 850) and
		Sherman (collect 2200). Flipper and Sal
		discuss Meatball, who is a "lamister." Flipper
		says that he (Meatball) got into some trouble with
		his business and IRS was after him. Sal thinks
		that he might have gone west since he has
		relatives in Oklahoma. Conversation turns
		social--off--Sal says he'll meet Sherman around
		9:00.
2:10	735-2780	Flipper (in) to u/m (out).
		Flipper: Listen, I need a figure guy. Do you know
		anybody?
		U/M: A figure guy?
		Flipper: Yeah.
		U/M: I'm the best in the business.
		Flipper: Would you want to do it?
		U/M: Yeah.
		(Speak in Italian for approx. 8-1/2 minutes). 10

DAILY PLANT REPORT (CONT'D)

PLANT # _____ LINE _____ REEL # _____ & _____

TIME & METER #	# CALLED	SUBSTANCE OF INTERCEPTED CONVERSATION
		Flipper: Are you going to be home tonight?
		U/M: I'll be home until 9:30.
2:45	Inc.	Pat (out) to Laddy (in) Laddy tells Pat that Jimmy says nct to use the phone for a while.
		Laddy: Two bad eggs come in, look like, IBF backwards.
		Pat: They still there.
		Laddy: No, they left, they come in and says, come right behind me and says, oh "Jimmy?" I says, "No, Jimmy ain't here." He says; "Jimmy runs this place?" I says, "Jimmy runs the place?" I says, "No! He don't run the place."
		Pat: They rough?
		Laddy: Yeah, they. . . . So I says, er "What is it?" He says er, "When is he gonna be in?" I says er, "Oh, he won't be here 'till next week. I says" "I don't know where he's at." I says, "I don't know at all,"
		Pat: They show you identification?
		Laddy: No.
		Pat: Then you shouldn't a said nothing.
		Laddy: They took me by surprise.
2:47-6:15	several calls	no answer

DAILY PLANT REPORT (CONT'D)

PLANT # _____ LINE _____ REEL # _____ & _____

TIME & METER #	# CALLED	SUBSTANCE OF INTERCEPTED CONVERSATION
6:15	621-8592	Jimmy (in) to Mr. H. (out)--Jimmy tells Mr.H. that two feds may have been in, could the phone be bad. Mr. H. says that they wouldn't have gone near the club if it was up. Jimmy reminds Mr. H. that his next appearance is on the 15th. Mr. H. says that its only a control date and he'll have "the Kid" handle the adjournment. Jimmy asks when the motions will be decided.... machine off....
6:37	Inc.	Mr. Peters (out) for Jimmy (in)--Jimmy places bets on 4 horses, \$500 per race.
7:00	836-2498	Bunny (in) to Roger (out). Bunny says that she is leaving.. Roger says that he has to meet with the other guy in order to look at the building. Bunny says "Be careful." Roger says, "it won't go down tonight--we do it right, first we plan." (sounds like a burglary)
7:20	795-5950	Jimmy (in) to Ocean Blue Restaurant. Makes reservation for two for 8:00 in name of Tulton.
8:05	873-3213	Flipper (in) to Mannie (out) Flipper asks "who do I root for?" Mannie says we need Atlanta, Los Angeles and New York. Flipper asks if Bagels came in. Mannie--no. Flipper says "He's shut out-- don't take nothing from him." Flipper tells Mannie he's on his way out to see a man about helping out.

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF ITHACA

DAILY PLANT REPORT

PLANT # _____

LINE # _____

INTERCEPTED AND RECORDED BY:

DATE 4/2

PAGE 1 OF _____

Det. Lawrence Sigmund

REEL # _____

P.O. Adriano Ferrara

Changed to _____ at _____

Plant opened at 11:00 a.m.

TIME & METER #	# CALLED	SUBSTANCE OF INTERCEPTED CONVERSATION
11:25	282-9416	Bunny (in) to Winnie (out)--social call--machine off--Bunny says that she is worried about Roger. "He thinks too big and he's going to get hurt." Winnie--"What place are they going to hit?" Bunny--"Somewhere uptown, its supposed to be full of antiques."
11:45	Inc.	U/M for Jimmy. "Jimmy isn't here but Fred is." "O.K., I'll speak to him." U/M says that he has some carpet to sell. Fred: What color. U/M: Some blues and reds. Fred: How many yards U/M: 500 yards of red, 100 of blue. Fred: The same price U/M: Yeah Fred: I'll speak to Jimmy--he just walked in. We're building a new house and probably can use all of it.
12:05	872-3359	Jimmy (in) to Arthur (out) J: What did your guy say about the cards. A: He has some, but all from hookers.

Guide: Workshop #1 - Electronic Surveillance

I The order is technically sufficient, although there may be certain objections as to style, or some modifications desirable for legal reasons (e.g. progress reports, time of execution limitations). Particular procedures which are used by the individual office should be stressed.

II Discuss each entry in chronological order to determine whether or not minimization has been achieved.

4/1

11:10 The conversation is not between named parties, but since it is the first call, latitude should be given in determining the relationship of the participants to the criminal activities. While the substance of the call is not clear, it does pertain to "Jimmy," possibly a named party, and "things" that could be airline tickets. Bunny's last statement is interesting; she claims not to transact business, so that she is not likely to be a "conspirator," yet she does take messages. As a message taker, she is an "agent," and thus even if she acts without knowledge of the purpose of the messages, if those messages relate to Jimmy's criminal activities, the conversations are subject

to lawful interception.

Conversations of persons who are not targets of the investigation may be monitored for brief intervals to assure that their use of the phone is not a ruse to mask a suspect's use of the phone or to convey information regarding the crimes being investigated. (See, e.g., United States v. Bynum, (485 F.2d 490), where an unwitting baby-sitter was used to convey to participants information relating to a large scale narcotics conspiracy).

People v. Floyd, 41 N.Y.2d 245, 252 360N.E.2d 935, 392 N.Y.S.2d 257 . (1977); see also United States v. Falcone, 364 F.Supp. 877 (D.N.J. 1973), aff'd 500 F.2d 1401 (3d Cir. 1974) (right to listen, at least to portion of conversations, of "unwitting tool").

11:50 Information calls by named parties are arguably subject to interception in order to determine the identity of the parties with whom the subjects intend to communicate. Cf. United States v. Falcone, supra, at 882. The problem in this case occurs because Bunny is not a named party, and there is no indication that she is acting as an agent for one who is for purposes of this call.

While it may be interesting to debate the various factors involved in the decision to minimize this particular conversation, it is not likely that the courts will care one way or the other. In a dissenting opinion opposing the Supreme Court's decision to deny certiorari 423 U.S. 952 (1975) in Bynum et al v. United States and Birnbaum v. United States (reported below as 513

F.2d 533 (2d Cir. 1975)), Mr. Justice Brennan, (with whom Douglas and Marshall, JJ concurred) discussed a statistical analysis of the intercepted communications. In doing so, he specifically "exclud[ed] calls to such services as information and the weather" as being irrelevant in determining whether minimization was achieved. 423 U.S. 952, 954 (1975).

11:52 A social call between unnamed parties is not within the Order. There is, however, no indication whether the interception of this call was terminated prior to its conclusion, and if so, when. The executing officers should note meter numbers and elapsed time. It would also be helpful if, instead of writing "social," the officers gave some indication of the substance of the conversation. "Social re: business at hairdresser" would be better.

12:05 Apparently, this is the call to which the 11:00 conversation referred. [If voice i.d. was made, it should be noted]. The subject is airline tickets, so that if "Jimmy" is James Mayer, the named party, the call is within the Order. The officers should be questioned to determine if there was adequate voice, or visual identification, or other means of recognition from the context of the conversation. While this is probably not a major problem, the students should be aware of United States v. Capra, 501 F.2d 267 (2nd Cir.

1974), cert. denied, 420 U.S. 990 (1975) (where the executing officers intercepted conversations of Dellacava rather than Dellavalle that were later suppressed). See infra, part III, Amendments.

12:10 Jimmy's (a named party, assuming voice identification) conversation with Fred, an unnamed party, about the airline tickets, is specifically authorized by the warrant. See United States v. Kahn, 415 U.S. 143 (1974).

The interesting question is the validity of intercepting Jimmy's oral conversation about plastics (probably stolen credit cards) with an unknown individual before he dialed Fred's number. During that period of time, the receiver in Jimmy's hand was acting as a bug, a device not authorized in the order. For that reason, such background conversation was suppressed in United States v. King, 335 F.Supp. 523, 528 (S.D. Cal., 1971). Because of the difficulty of minimizing the background conversation, however, the Court will apparently not suppress the subject telephone conversation. United States v. Lanza, 349 F.Supp. 929 (M.D. Fla. 1972); United States v. Leta, 332 F. Supp. 1357 (M.D. Pa. 1971), rev'd on other grounds, 467 F.2d 647 (3d Cir. 1972). In fact, at least two district court judges in Michigan on the basis of the plain view doctrine, would admit the background conversation into evidence. United States v. Luna, Crim. No. 49331 at 11 (E.D. Mich. S.D. Jan. 25, 1974); United

States v. Bourgeois, Crim. No. 48456 at 11-12 (E.D. Mich. Nov., 1973), cited in J.G. Carr, The Law of Electronic Surveillance, p.296, n. 53 (1977).

One argument for interception is the need to record the actual dialing procedure so that a permanent record is maintained of the numbers called. Note, however, the 2nd Circuit opinion in Tortorello, [480 F.2d 764, (2d Cir. 1972)], which specifically approved of the executing officer's minimizing out innocent background conversation at the expense of pertinent telephonic communication.

12:35 This conversation between two presumably unknown and, in any event, unnamed parties is interesting. The use of code and the substance of the conversation is highly suggestive of illegal activity, yet one cannot say that the participants are, in fact, using the phone for criminal purposes.

Moreover, even though there are no meter numbers indicated, it is noted that the conversation is "long." Generally speaking, all courts will allow executing officers to listen at the outset of the conversation for a short period of time--usually two minutes. For example, Mr. Justices Brennan, Douglas and Marshall noted in Byrum, supra:

Necessarily, calls of short duration will generally have to be monitored in toto; agents must inevitably listen briefly to all calls in order to determine the parties to and the nature of the conversation.

The officers should be advised that after two minutes the machine should be shut off, and then spot-monitoring should be utilized to determine if the parties to the conversation have changed.

1:45 Flipper's (voice or visual identification?) conversation with Sal regarding what are obviously gambling figures is within the Order. The discussion of "Meatball", "the lamister" is less clearly pertinent, even though it is probably related to the gambling business and should be intercepted. The officers correctly turned off the machine as the conversation turned social and apparently spot-monitored thereafter. Nevertheless, the length of time the machine was "off" should have been noted.

2:10 The conversation relating to a "figure guy" (the equivalent of a bookkeeper for bookmakers) is within the Order. Note, however, the need to have officers with sufficient experience at the plant to make intelligent decisions about relevancy where technical questions arise.

The conversation in Italian also presents a similar problem. Among the executing officers at the plant, there was no qualified language expert to translate and to determine relevancy; the meaning of the conversation could only be discovered after the conversation was seized. Of course, the interpreter could "minimize," but "interception" had already occurred.

Given the context in which that portion of the conversation took place, there are reasonable arguments for interception. Nevertheless, if such conversations between Flipper and others are to be intercepted in the future, it would be desirable to have an Italian speaking officer at the plant.

The difficulty of identifying what was relevant and what was not was increased by the use of codes and often, by use of colloquial Spanish rather than English. Thus, only after translation could the agents evaluate the conversations. Chief Judge Robson, prior to giving his authorization, was advised of some of these difficulties. He limited the initial tap to 20 rather than the statutory maximum of 30 days. He required, and received, reports from agent Petrossi at five-day intervals throughout the tap.

Under these circumstances we find that the government has made a prima facie showing of reasonableness, and that the burden is shifted to the defendants to suggest what alternative procedure would have better minimized interception of noncriminal conversation while still permitting the government to achieve its legitimate objectives. United States v. Manfredi, 488 F.2d 588, 599-600 (2d Cir. 1973), cert. denied, 417 U.S. 936 (1974); United States v. Quintana, 508 F.2d 867, 875 (7th Cir. 1974).

[Query: What do you do if the conversation is in a dialect of Chinese for which you cannot find an interpreter who is a law enforcement officer?]

2:45 In this conversation, Pat and Laddy discuss the reasons for not using the telephone. At least one court has indicated that such calls may be intercepted.

The Government also concedes that 75 calls or 6.3 percent were to the New Jersey

Bell Telephone Company. I find that these calls were pertinent to the investigation in that they permitted the monitoring agents to find out if telephone service might be discontinued, thereby ending the electronic surveillance without the agents' knowledge.

United States v. Falcone, supra at 882.

While this broad definition of pertinency has been attacked as of "dubious constitutionality" in that it grants excessive discretion to monitoring officers, J. Carr, The Law of Electronic Surveillance, (1977), courts have consistently sustained interception of calls of a "kind that would aid the investigators in perceiving the size, nature, identity, and mode of operation of the criminal enterprise." See generally, Comment, "Post-Authorization Problems in the Use of Wiretaps. Minimization, Amendment, Sealing and Inventories," 61 Cornell L. Rev. 92 (1975).

Note, however, that the participants of this conversation were not named parties. Nevertheless, one could argue that:

- (a) Laddy was acting as an agent for Jimmy, a named party.
- (b) The call was of a short duration (12:45-12:47) and hence could be intercepted in its entirety.

6:45 The character of the call between Jimmy and Mr. H. regarding the use of the telephone may be analyzed as above. When it became likely, however, that Mr. H. was an attorney, the officers correctly stopped lis-

tening. Failure to do so might seriously jeopardize any pending case. See generally Comment, 61 Cornell L. Rev. 92 supra, at 718, n. 127 and accompanying text. The number 621-8592 should be checked to determine whether Mr. H. actually is a lawyer and criminal records checked to determine if Jimmy has been indicted. If so, notification of those facts should be given to all executing officers.

Any information obtained from this conversation that may relate to an indictment pending against Jimmy, including defense strategy, must not be communicated to any person having anything to do with the prosecution of that case. Weatherford v. Bursey, 20 Cr. L. Rep. 3059 (1977).

6:37 Jimmy is a named party and gambling is a designated crime; but Jimmy is a named party only insofar as airline tickets are concerned. Consequently, the call was subject to interception only if "plain view" requirements were met. The length of the call, the time at which the gambling was evident, and whether spot-monitoring was utilized, are, therefore, potentially important.

Paragraph (5) [of §2517 of Title III] provides that if an investigative or law enforcement officer, while engaged in intercepting wire or oral communications in the manner authorized in the chapter, intercepts wire or oral communications relating to offenses other than those specified in the order of authorization or approval, the contents thereof, and evidence derived therefrom, may be disclosed or used as provided.

They need not be designated "offenses."
Such subsequent application would include a showing that the original order was lawfully obtained, that it was sought in good faith and not as subterfuge search, and that the communication was in fact incidentally intercepted during the course of a lawfully executed order.

Report of the U.S. Senate Committee on the Judiciary, p.100

7:00 Since this conversation is between unnamed parties (although Bunny may be an agent for Jimmy) concerning an undesignated crime (burglary) the "plain view" questions must be asked again.

7:20 Jimmy's call to the restaurant probably falls within the two minute range. In addition, it is an aid to physical surveillance, United States v. Falcone, supra. Finally, the reservation made under a different name may indicate the planned use of a stolen credit card.

 If no voice identification of "Jimmy" had yet been made, the officers should make double sure that Jimmy is not a James Tulton. See United States v. Capra, supra.

8:05 Authorized by the order.

8:15 No chance to minimize.

8:25 This last call of the day presents problems. The monitoring and recording were correctly stopped when it was determined that the parties were unnamed

and the substance was social. (As in other cases, the time or meter number should have been noted). Spot-monitoring thereafter produced some conversations that apparently dealt with the planned burglary.

(a) Should the officers have spot-monitored when they knew, or should have known, that both named parties were not present at the location? Probably yes.

The District Judge specifically found that the wiretap was needed to 'reveal the identities of [Irving Kahn's] confederates, their places of operation, and the nature of the conspiracy involved.' It is evident that such information might be revealed in conversations to which Irving Kahn was not a party. For example, a confederate might call in Kahn's absence, and leave either a name, a return telephone number, or an incriminating message. Or one of Kahn's associates might himself come to the family home and employ the target telephones to conduct the gambling business.

United States v. Kahn, supra, at 156.

But, where there was no expectation that such information might be revealed by spot-monitoring under these circumstances, the decision to terminate all monitoring of that conversation would be evidence of a good faith effort to minimize. Such evidence is useful at the inevitable pre-trial suppression hearing. Cf. United States v. Tortorello, supra.

(b) Even if spot-monitoring were authorized under the circumstances, was it proper to listen to that portion of the conversation between unnamed parties that possibly dealt with a potential, but unidentifiable crime? No, if the listening were intentional, i.e., if the officers continued to listen to the conversation

after they determined that it did not pertain to a named crime and it was not clear that it did pertain to another criminal activity. Here, as elsewhere, more information would be required to determine whether that particular portion was overheard during a legitimate spot-monitoring procedure. If so, then, by definition, it was proper.

4/2/77

11:25 This conversation presents some of the problems discussed above. The major difference is that the criminal activity is now fairly explicit and the intercepting officers are entitled to continue to listen to that portion of the conversation which they inadvertently overheard during legitimate spot-monitoring.

the . . . conversations could not have been foreseen and, thus, were not proscribed anticipated discoveries. While it may be true that . . . the authorities knew of defendant and even may have entertained questionable suspicions as to his plans, nevertheless, . . . the authorities lacked probable cause to seek amendment of the warrant to include either the crimes . . . or to even name the defendant or his cohort. Indeed, the police had no grounds upon which they could reasonably have asserted that defendant would use [that] . . . telephone again. We conclude, therefore, that the . . . conversations were inadvertently overheard and, thus, were discovered in 'plain view.'

People v. DeStephano, 38 N.Y.2d 640, 649, 345 N.E.2d 548, 553, 382 N.Y.S.2d 5, 10 (1976).

11:45 Since Fred has been identified as a conspirator of Jimmy by the conversation of 4/1 at 12:10 he is "a person as yet unknown" and therefore subject to interception as a named party. United States v. Kahn, supra.

The conversation is apparently short enough to fall within the two minute guideline but is otherwise subject to interception because of the real possibility of the use of the code. Note that although on the surface the conversation relates to red and blue carpet, it could equally be interpreted to mean red and blue covered airline tickets, with yards referring to quantity. (Again an expert in the type of jargon used in this activity would be useful). See generally, Cornell Institute on Organized Crime, Techniques in the Investigation and Prosecution of Organized Crime, Tab R, ¶6 (1976); see also Comment, "Post-Authorization Problems in the Use of Wiretaps. Minimization, Amendment, Sealing and Inventories," 61 Cornell L. Rev. 92, 113 n.99, and accompanying text (1975).

12:05 The first part of this conversation relating to stolen credit cards has a named party as a participant. Since stolen credit cards can be utilized to complete stolen airline ticket forms it is pertinent to the investigation and subject to interception.

The second part of the conversation apparently deals with Jimmy's upcoming trial for which he is already under indictment (see conversation at 6:15

on 4/1). While Massiah may not be controlling since the statements were voluntary, spontaneous and not deliberately elicited, Martin v. Eyman, 460 F.2d 184, 191 (9th Cir. 1969); but see Beatty v. United States, 389 U.S. 45 (1967), due process considerations may require that disclosure of defense strategy by electronic surveillance be avoided. There does not appear to be sufficient basis in the conversation to contend that perjurious testimony will be offered, which would warrant an independent investigation. United States v. Hoffa, 385 U.S. 293 (1966); see generally Cornell Institute on Organized Crime, Constitutional Limitations on Informants (1977).

12:20 Clearly within the order.

III Amendment

A. Retrospective (preservation for use)

4/1 6:37

7:00, 8:25, and 4/2 at 11:25--planned burglary

7:20 possible, if subsequent investigation disclosed a larceny or forgery.

12:05 and 12:20 for credit cards and commercial bribery respectively. Although these conversations related to named crimes, some courts have construed the phrase "relating to offenses other than those specified in the order . . ." [§2517(5)], to mean

relating to offenses in addition to those specified. United States v. Brodson, 528 F.2d 214 (7th Cir. 1975); United States v. Marion, 535 F.2d 697 (2d Cir. 1976); the correct interpretation in United States v. Moore, 513 F.2d 485 (D.C. Cir. 1975), which would not require amendments in these circumstances, has not as yet been universally adopted.

B. Prospective (permitting future interceptions)

- (1) Probably Roger (LNU) and Laddy (LNU) relating to the planned burglary. The major problem is whether there exists probable cause to believe that either will use the subject telephone in the future to plan or discuss that criminal activity. See People v. DeStephano, supra.
- (2) Fred (LNU) as a named party, and co-conspirator of James Mayer.
- (3) Bunny (LNU) as a message taker and transmitter
- (4) Mannie (LNU) as a conspirator of Martin Filipano.
- (5) Sal (LNU) Although there does not appear at this point to be probable cause to believe that future conversations of Sal will be intercepted, the issuing judge should be made aware of that possibility.

Workshop #2
Analyzing Corporate Records



Workshop #2 - Analyzing Corporate Records

Premise: Immediately following the 12:20 P.M. conversation of April 2, 1977, detectives began a covert investigation into the source of the locker room information and its apparent connection with organized gambling activity. The preliminary report consists of

- 1) an article appearing in the April 3rd edition of the Ithaca Forum.
- 2) an account of an interview with Mr. Welton Morse, V.P. for Operations, Ithaca Aces.
- 3) a copy of Executive Law §1403 (licensing provisions referred to by Morse).
- 4) a certificate of Incorporation for Touchdown, Inc.

A check with Dun and Bradstreet revealed no information other than that contained in the C of I except that Touchdown holds a PSA license and does business with First Bank of Ithaca. Pursuant to an informal request by detectives who, in the course of an unrelated investigation, had become acquainted with the bank's branch manager, the Bank checked its records and on a confidential basis, produced xerox copies of the signature card and of two loan applications. Along with these documents the detectives have included an intelligence report on Vincent Rucci, the apparent co-signer for the first of Touchdown's bank loans.

On April 15th a subpoena duces tecum was issued to Touchdown Inc., for its books and records relating to all business activities "from the date of incorporation (5/11/76) to the present." On May 10th, Touchdown complied to the extent of producing records for March and April, 1977, claiming through its President, Dominic Fusco, that all prior records were destroyed in a file cabinet fire. The records produced consist of:

- 1) cash disbursements ledger
- 2) cash receipts ledger
- 3) purchases log
- 4) delivery tickets
- 5) lease
- 6) checks
- 7) invoices

Problem: Conduct an analysis of Touchdown's book and records.

April 3, 1977

LARUSSO OUT FOR A MONTH

A severely swollen left knee has sidelined the Aces' ace forward, Woodrow LaRusso for about a month, according to team physician, Dr. T. Pesany. The injury, which resulted from a fall in the locker room prior to yesterday's game, is expected to seriously hamper the Aces' drive for the division title.

If, as reported, the injury was sustained as a consequence of "horse play," an activity frowned upon by the league, and explicitly prohibited by team rules, the fines imposed on the players involved should be substantial. One player, who refused to be named, suggested that the potential loss of championship money would be penalty enough, "We feel badly for Woody, the team, and our fans."

As of last night, LaRusso was expected to undergo aspiration, a procedure designed to release the fluids within the knee and quicken the healing process. Should the Aces continue to win, LaRusso could conceivably return to the floor for the playoffs.



United Press International

Woodrow LaRusso leaving
the stadium yesterday

COMPLAINT FOLLOW-UP

FD-317 (REV. 9-74)
CRIMINAL DIVISION

* FOR OFFICE USE ONLY
(Do Not Fold This Report)

Additional Copies Required For:

Complaint File No:

DATE OF THIS REPORT		UNIT REPORTING		CASE NO	18 *	19 PCT	22 COMPLAINT NO
April 5, 1977							
PREVIOUS CLASSIFICATION				39 *	41 *	42 PCT. OF ARR	45 ARREST NOS
CLASSIFICATION CHANGED TO				50 *	52 *	53 *	54 *
55 CLOSE	56 PREV. CLOSE	57 RE-OPEN	58 *	DO NOT ENTER PROPERTY PREVIOUSLY REPORTED			
				60	TYPE OF PROPERTY	E2	VALUE STOLEN
REFERRAL CHANGE FROM _____ TO _____				01	Motor Veh stolen or recov		EA
CASE STATUS:				02	Motor Veh re-ov. by		VALUE RECOVERED
<input checked="" type="checkbox"/> ACTIVE				04	CURRENCY		
<input type="checkbox"/> CLOSED				05	JEWELRY		
<input type="checkbox"/> UNFOUNDED				06	FURS-CLOTHING		
ARM NO	DATE TRANSMITTED			07	FIREARMS		
OFFICER'S NAME (Printed) RANK, FIRST, LAST				08	OFFICE EQUIPMENT		
COM. D.				09	T.V. RADIO, CAMERAS ETC.		
Det. Kevin Lowe				10	HOUSEHOLD GOODS		
Org. Crime Sec.				11	CONSUMABLE GOODS		
AX REG. NO.				12	LIVESTOCK		
				13	MISCELLANEOUS		

DETAILS AS REPORTED BY FOLLOW - UP INVESTIGATING OFFICER

At 1445 hrs. on the above date, the assigned officer interviewed Mr. Welton Morse, Vice President for Operations for the Aces basketball team. Mr. Morse was not told the true nature of the investigation, but was instead advised that the Police Department was engaged in the routine updating of records regarding licensed individuals and corporations. According to Mr. Morse, the Aces locker room is cleaned and supplied with linens by Touchdown, Inc., pursuant to a contract entered into on February 15, 1977. Mr. Morse stated that the reason for switching to Touchdown, was that the company was newly licensed and offering very favorable rates in order to gain a share of the market.

According to Mr. Morse, the team management is completely satisfied by the quality of work done by Touchdown. The post-game cleaning crew comes in after the team finishes using the locker room. The only person employed by Touchdown who is in the locker room while the team is there, in order to distribute and pick up towels, soap, etc., is "Sonny." Mr. Morse later showed me a letter from Touchdown which identified "Sonny" as Silvester Haines, PSA license number 77-1-25-18.

The interview was terminated at 1505 hours.

Executive Law

§1403 Professional Sports Authority

1. There is hereby created in the executive department, a professional sports authority, which shall consist of a chairman and two other members, all of whom shall be citizens and residents of the state, and not more than two members of which shall belong to the same political party.

2. No member, officer, or employee of the authority shall

(a) hold any other public office;

(b) be employed by or have any pecuniary interest in any firm or corporation owning or having any interest in premises used for the conduct of professional sports activities on a commercial rental basis or any firm or corporation engaged directly or indirectly in the manufacture, distribution or sale of supplies and equipment for professional sports activities, or be related in the first degree to, or be the spouse of, any person so employed;

(c) be an officer or director of any organization licensed by the authority.

(d) engage in private employment or in a profession or business which shall interfere or conflict or in any way tend to interfere or conflict with the performance of his duty as member, officer or employee of the authority, nor shall any such member, officer or employee engage in any business or transaction or professional activity or incur any obligation of any nature which is in conflict, or which in any way tends to conflict, with the proper discharge of his official duties.

3. (a) Each member of the authority, including the chairman, shall be appointed by the governor, by and with the advice and consent of the senate, for five years.

(b) Authority members shall have freedom of speech and debate in any authority hearing and shall not be liable to indictment or question in any court proceeding for words spoken in connection with their duties as defined herein.

4. All corporations, referees, officials, judges, umpires, matchmakers, promoters, timekeepers, corporation treasurers, box office, arena, stadium, and locker room employees, ticket takers, doormen, ushers, professional athletes, their coaches, managers, trainers, announcers and special policemen shall be licensed by the authority, and no such corporation or person shall be permitted to participate, either directly or indirectly, in any professional sports contest or exhibition, or provide on-site services therefore, unless such corporation or persons shall have first procured a license from the authority. For the purposes of this act, a professional athlete is deemed to be one who competes for a money prize or, except as a municipal employee, teaches or pursues or assists in the practice of sports or athletics as a means of obtaining a livelihood or pecuniary gain.

5. (a) The authority shall have the power to issue or, after hearing, refuse to issue a license permitting a person, firm or corporation to participate in professional sports activities in accordance with the provisions herein contained.

(b) If in the judgement of the commission the financial responsibility, experience, character and general fitness of an applicant, including in the case of corporations its officers

and stockholders, are such that the participation of such applicant will be consistent with the public interest, convenience or necessity and with the best interests of professional sports generally and in conformity with the purposes of this act, the authority may grant a license.

(c) The following shall be ineligible for such a license:

(1) a person convicted of a crime who has not received a pardon or a certificate of good conduct;

(2) a person who is or has been a professional gambler or gambling promoter or who for other reasons is not of good moral character;

(3) a public officer or employee;

(4) a firm or corporation in which a person defined in subdivision (1), (2), or (3) above, or a person married or related in the first degree to such a person, has greater than a ten per centum proprietary, equitable or credit interest or in which such a person is active or employed.



Certificate of Incorporation

of

TOUCHDOWN CLEANING, INC.

under Section 402 of the Business Corporation Law

Filed By: R. H. SCHWARTZ, ESQ.
1000 Maple Lane
Ithaca

Office and Post Office Address

IT IS HEREBY CERTIFIED THAT:

(1) The name of the proposed corporation is TOUCHDOWN CLEANING, INC.

(2) The purpose or purposes for which this corporation is formed, are as follows, to wit:

To engage in the cleaning and related activities in connection with commercial premises; to engage in the sale, rental and purchasing of any and all supplies relating to the cleaning of commercial premises; to engage in the sale and rental of real estate.

(3) The office of the corporation is to be located in the Ithaca
(city) (town) (incorporated village)
of County of Ithaca

(4) The aggregate number of shares which the corporation shall have the authority to issue is

One hundred (100) common shares

The corporation, in furtherance of its corporate purposes above set forth, shall have all of the powers enumerated in Section 202 of the Business Corporation Law, subject to any limitations provided in the Business Corporation Law or any other statute of the State

(5) The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is

TOUCHDOWN CLEANING, INC.
c/o Robert Hill Schwartz
1000 Maple Lane, Ithaca

(6) The accounting period which the corporation intends to establish as its first calendar or fiscal year for reporting the franchise tax shall end on
calendar year. 12/31 19 76

The undersigned incorporator, or each of them if there are more than one, is of the age of eighteen years or over.

IN WITNESS WHEREOF, this certificate has been subscribed this 11th day of May 19 76 by the undersigned who affirm(s) that the statements made herein are true under the penalties of perjury.

R. H. Schwartz
Type name of incorporator

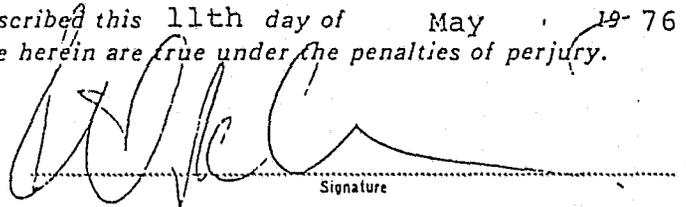
1000 Maple Lane Ithaca
Address

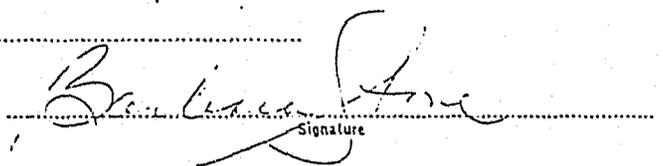
Barbara Stone
Type name of incorporator

1000 Maple Lane Ithaca
Address

Adrienne Sheehan
Type name of incorporator

1000 Maple Lane Ithaca
Address


Signature


Signature


Signature

APPLICATION FOR LOAN

FIRST BANK OF ITHACA

February 13, 19 77

Name of Applicant TOUCHDOWN CLEANERS, Inc.

Address 63-20 Flushing Avenue

Business cleaning

Amount applied for \$ 50,000 For how long 5 years

Plan of Repayment \$ 833.33 monthly: 1,666.66 total debt service

Purpose of Loan expansion working capital Statement on file yes

	collateral	value	price
	none		

Accounts at other Banks corporate checking, Deluxe National State FICA, federal withholding Chambers National

Loans at other Banks none

Endorsers: Dominick Fusco (President) and Alfred Gullan (Vice President)

The above information is given to induce the FIRST BANK OF ITHACA, Ithaca, to grant the above loan, and is true to the applicant's best knowledge and belief. Endorsers agree to their joint liability with the Corporation.

Date 2/13/77
Dominick Fusco
Alfred Gullan

Present liability \$ 50,000 Secured _____ Unsecured \$ 50,000

Own Paper \$ 50,000 Receivables \$ 15,000

Endorsement on other paper in Bank \$ 50,000

Value of collateral held 0

NOTE: Mr. Gullan and Mr. Fusco each own 50 of 100 common shares outstanding

APPLICATION FOR LOAN

FIRST BANK OF ITHACA

9 July 19 76

Name of Applicant TOUCHDOWN CLEANERS, INC.

Address 63-20 Flushing Avenue, Ithaca

Business cleaning

Amount applied for \$ 50,000.0 For how long 5 years

Plan of Repayment \$ 833.33 monthly

Purpose of Loan working capital Statement on file yes

collateral value price

Unsecured - recommendation of Vincent Rucci,

Acct. # 101-354687

Accounts at other Banks corporate checking, Deluxe National State

FICA, federal withholding Chambers National

Loans at other Banks none

Endorsers Dominick Fusco and Alfred Gullan

Vincent Rucci, co-signer

The above information is given to induce the FIRST BANK OF ITHACA, Ithaca, to grant the above loan, and is true to the applicant's best knowledge and belief. Endorsers agree to their joint liability with the Corporation.

Vincent Rucci

Date 10 December 1976 Dominick Fusco

Alfred Gullan

Present liability \$ 0 Secured 0 Unsecured \$ 0

Own Paper \$ 0 Receivables \$ 5,000

Endorsement on other paper in Bank \$ 0

Value of collateral held 0

NOTE: Mr. Fusco and Mr. Gullan each own 50 of the 100 common shares outstanding

LOAN RESOLUTION

I, the undersigned, Secretary of TOUCHDOWN CLEANING, INC.
(Exact Name of Corporation)
 a corporation duly organized and existing under the laws of the State of ITHACA
(Name of City or Town and State), having its
 principal place of business in ITHACA
(Name of City or Town and State), hereby CERTIFY that the
 following is a true copy of a certain resolution duly adopted by the Board of Directors of the said corporation in
 accordance with the By-Laws at, and recorded in the minutes of, a meeting of the said Board duly held on
 ...5. NOVEMBER....., 1976.., and not subsequently rescinded or modified.
(Date of Meeting)

"RESOLVED :

That.....President Dominick Fusco and Vice President Alfred Gullan
(If Officer(s), designate office(s), only, for example: President, Treasurer, etc.; if person(s) other than officer(s), insert his (their) names. If two or

.....
more officer(s) and / or other person(s) are designated, indicate whether they are to sign singly, any two, jointly or otherwise.)

are hereby authorized for and on behalf of this Corporation to: Discount and negotiate with
FIRST BANK OF ITHACA, ITHACA, notes; drafts or other commercial paper;
 Apply for letters or other forms of credit; Borrow money, with or without security; Pledge or other-
 wise hypothecate any property of the corporation, and to transact any and all such other business
 with said Bank as at any time may be deemed by the said officer(s) trans-
 acting the same to be advisable, and in reference to any of the authority hereby conferred to make,
 enter into, execute and deliver to said Bank such negotiable or non-negotiable instruments, indemnity
 or other agreements, obligations, assignments, endorsements, hvoothecations, pledges, receipts,
 renewals, and / or other documents as to said officer(s) above permitted to
 execute the same may seem necessary or desirable, any and all withdrawals of money and / or other
 transactions heretofore had in behalf of this corporation with said Bank being hereby ratified,
 confirmed and approved; also, that said Bank may rely upon the authority conferred by this entire
 resolution until the receipt by it of a certified copy of a resolution of this Board revoking or modify-
 the same."

I FURTHER CERTIFY that the following are such of the officers of the said Corporation as are designated
 in the above quoted resolution, and that each is duly qualified and now acting as such:

NAMES:	TITLES OF OFFICES HELD:
<u>Dominick Fusco</u> <i>Dominick Fusco</i>	<u>President</u>
<u>Alfred Gullan</u> <i>Alfred Gullan</i>	<u>Vice President</u>
.....
.....
.....

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Corpo-
 ration this.....5th.....day of.....NOVEMBER....., 1976.....

(Corporate Seal)

.....*Barbara Strel*.....
(Secretary)

NOTE: If the above resolution confers authority upon the Secretary, or other recording officer, please have the foregoing certificate signed also by
 another executive officer of the corporation.

DEPOSITORY RESOLUTION

I, the undersigned, Secretary of TOUCHDOWN CLEANING, INC.
(Exact Name of Corporation)
a corporation duly organized and existing under the laws of the State of ITHACA, having its
principal place of business in ITHACA, hereby CERTIFY that the
(Name of City or Town and State)
following is a true copy of a certain resolution duly adopted by the Board of Directors of the said corporation in accordance
with the By-Laws at, and recorded in the minutes of, a meeting of the said Board duly held on 10 June 1976,
(Date of Meeting)
19 76., and not subsequently rescinded or modified.

"RESOLVED:

That FIRST BANK OF ITHACA, ITHACA be
and hereby is designated a depository of the funds of this corporation, and said Bank is here-
by authorized to pay or otherwise honor any and all checks, drafts or other orders issued from
time to time, for and on behalf of this corporation, when signed by

President Dominick Fusco, Vice President Alfred Gullan,
(If Officer(s), designate office(s), only, for example: President, Treasurer, etc.; if person(s) other than officer(s), insert his (their) name(s). If two or

Theodore Amend, bookkeeper

more officers and/or other persons are designated, indicate whether they are to sign singly, any two, jointly or otherwise.)

inclusive of any such in favor of any of the said officer(s) and / or other person(s), and to debit
the same to any account(s) then maintained with said Bank, and any one of the above persons is
also hereby authorized to receive, as the act of this corporation, reconcilements of account(s) when
signed for by any one or more of said officer(s) and / or other person(s) or his or their designee(s).
Any and all withdrawals of money and / or other transactions heretofore had in behalf of this cor-
poration with said Bank being hereby ratified, confirmed and approved; also, that said Bank may
rely upon the authority conferred by this entire resolution until the receipt by it of a certified copy
of a resolution of this Board revoking or modifying the same."

I FURTHER CERTIFY that the following are such of the officers of the said Corporation as are designated in the above
quoted resolution, and that each is duly qualified and now acting as such:

NAMES:	TITLES OF OFFICES HELD:
<u>Dominick Fusco</u> <i>Dominick Fusco</i>	<u>President</u>
<u>Alfred Gullan</u> <i>Alfred Gullan</i>	<u>Vice President</u>
<u>Theodore Amend</u> <i>Theodore Amend</i>	<u>bookkeeper</u>
.....
.....

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Corporation this
10 th day of June, 19 76

(Corporate Seal)

Barbara Stone
(Secretary)

NOTE: If the above resolution confers authority upon the Secretary, or other recording officer, please have the foregoing certificate signed also by another
executive officer of the corporation.

CORPORATION ACCOUNT

FIRST BANK OF ITHACA, ITHACA

is hereby authorized to recognize the below signatures in payment of funds or transaction of any other business of said corporation. This account is subject to conditions on reverse side of this card.

It Is Hereby Agreed That Only One Signature is Required Unless Otherwise Instructed.

NAME OF CORPORATION Touchdown Cleaning, Inc.

Dominick Fusco Pres.

Alfred Bulla Vice Pres.

Edgar J. Malone Sec.

Robert J. Shroyer Treas.

Richard A. ... Asst. Treas.

Business cleaning Address 63-20 Flushing Ave.

Reference Vincent Rucci

Date 10 May 1976 Deposit \$ 500.00



BIOGRAPHIC KEY DATA

Bookmaking

(1) NAME: Vincent Rucchi

(2) ALIAS: James Rich

(3) NICKNAMES:

(4) DESCRIPTION:

SEX: M HGT: 5'9"
DOB: 10-4-14 WT: 195 lbs.
POB: Detroit, Mi. EYES: brown
COLOR white HAIR: black
OTHER:

(5) PICTURE:



(6) IDENTIFICATION NO'S:

E#
B#
CR# 512-589
FBI#
NYSIIS#
SOC. SEC. 133-03-3419
LICENSE# none

(7) RESIDENCE: (Present, past, summer, etc.)

1425 St. George Ave., Ithaca

(8) FAMILY MEMBERS RELATIONSHIP ADDRESS

Alice	Rucchi	wife	1425 St. George Ave., Ithaca
Neil	Rucchi	son	unknown
Delores	Gullan	daughter	108 S. 18th St., Ithaca

(9) BUSINESS INTERESTS: (Known or suspected)

Industrial Machines Company
Sun Vacation Homes

(10) LOCATIONS FREQUENTED:

Roving Metal Company 414 South Main Street, Ithaca
Happy Day Florists 297-02 Gregory Blvd., Ithaca

(11)	<u>PREVIOUS ARRESTS</u>	<u>DATE</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>
		2/27/35	Assault	Dismissed
		3/12/35	Bribery	Acquitted
		8/2/52	Bookmaking	Dismissed
		3/15/54	Bookmaking	Fined \$250
		7/23/63	Loitering	Dismissed

(12) ESTIMATED GROSS INCOME: (Illegal activities) \$ Unknown

(13) ORGANIZED CRIME POSITION OR AFFILIATION:
Bustamonte (capo)

(14) KNOWN CRIMINAL ACTIVITIES:
Bookmaking
Loansharking

SUSPECTED CRIMINAL ACTIVITIES:
Counterfeiting

(15) ASSOCIATES:

Charles Bustamonte	CR#
Martin Filipiano	CR# 833-912
Ricardo Barcelona	CR# 274-159
Carl Danby	CR# 521-896
Neil Rucci (son)	CR# 831-212
Carmine Ippolito	CR# 379-922
Roger Stoneton	CR#

(16) BACKGROUND AND MISCELLANEOUS: (Includes telephone no., autos, girlfriends, recent arrests, etc.)

Subject is believed to be extremely influential in Bustamonte family and is likely to be named consigliere. Sources indicate that he is anti-narcotics and urges the infiltration of legitimate business as a way of utilizing gains from gambling and other traditional organized crime activities.

Home telephone: #832-9076

Vehicles: Subject: 1975 Cadillac 809 QZW
Wife: 1976 Lincoln 735 AZS

ss.:

CORPORATE ACKNOWLEDGMENT

On this _____ day of _____ 19____, before me personally appeared

to me known, who being by me duly sworn, did depose and say, that _____ he resides in

that he is the _____ of

the corporation described in and which executed the foregoing certificate; that _____ he knows the seal of said corporation; that the seal affixed to said certificate is such corporate seal; that it was so affixed by order of the Board of _____ of said corporation, and that he signed h _____ name thereto by like order.

INDEX No. 1643/73

Certificate of Partners

CARL DANBY
WILLIAM VERICKER
PETER DRISCOLL

CONDUCTING BUSINESS UNDER
THE NAME OF

VERICKER REALTY COMPANY

FILED Nov 18, 1973

ss.:

INDIVIDUAL ACKNOWLEDGMENT

On this _____ day of _____ 19____, before me personally appeared

to me known and known to me to be the individual _____ described in, and who executed the foregoing certificate, and he thereupon _____ duly acknowledged to me that he executed the same.

Business Certificate for Partners

The undersigned do hereby certify that they are conducting or transacting business as members of a partnership under the name or designation of **VERRICKER REALTY COMPANY**

at **1050 Winnebago Rd., Ithaca**

in the County of **Ithaca**

and do further certify that the full names of all the persons conducting or transacting such partnership including the full names of all the partners with the residence address of each such person, and the age of any who may be infants, are as follows:

NAME Specify which are infants and state ages.

RESIDENCE

Carl Danby 1001 Town Road, Ithaca,

Peter Driscoll 243 Deans Street, Ithaca

William Verrick 100 E. 12th Street, Ithaca

WE DO FURTHER CERTIFY that we are the successors in interest to **XX**

the person or persons heretofore using such name or names to carry on or conduct or transact business.

In Witness Whereof, We have this **11th** day of **Nov.** **19 73** made and signed this certificate.

Carl Danby
Peter Driscoll
William Verrick

ss.:

INDIVIDUAL ACKNOWLEDGMENT

On this **13th** day of **Nov.**

19 73, before me personally appeared

to me known and known to me to be the individual^s described in, and who executed the foregoing certificate, and they thereupon duly acknowledged to me that they executed the same.

This Agreement made this 15 day of May 19 76 between

VERICKER REALTY COMPANY, 1050 Winnebago Rd., Ithaca as Landlord
and

TOUCHDOWN CLEANING, INC. as Tenant

WITNESSETH: The Landlord hereby leases to Tenant and Tenant hereby hires from Landlord

the entire ground floor

in the building known as 63-20 Flushing Avenue, Ithaca

for the term of ten (10) years to commence on the 1st day of June 1976
and to end on the 31st day of May 1986, upon the conditions and covenants following:

Rent 1st. Tenant shall pay the annual rent of \$ 7,800 commencing 6/1/76 and ending 5/31/81;
\$ 9,000 per annum commencing 6/1/81 and ending 5/31/86.

said rent to be paid in equal monthly payments in advance on the 1st day of each and every month during the term
aforesaid, as follows:

\$ 650 per month from 6/1/76 through 5/31/81; and

\$ 750 per month from 6/1/81 through 5/31/86.

Occupancy 2nd. Tenant shall use and occupy demised premises for no purpose other than commercial purposes.

Repairs 3rd. Tenant shall take good care of the premises and fixtures, make good any injury or breakage done by Tenant or Tenant's agents,
Alterations employees or visitors, and shall quit and surrender said premises, at the end of said term, in as good condition as the reasonable
use thereof will permit; shall not make any additions, alterations or improvements in said premises, or permit any additional lock
or fastening on any door, without the written consent of Landlord; and all alterations, partitions, additions, or improvements, which
may be made by either of the parties hereto upon the premises, shall be the property of Landlord, and shall remain upon and be
surrendered with the premises, as a part thereof, at the termination of this lease, without disturbance, molestation or injury.

Requirements of Law 4th. Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the
Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correc-
tion, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and
shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters for the
prevention of fires at Tenant's own cost and expense.

Assignment 5th. Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or underlease the premises,
or any part thereof, without Landlord's consent in writing; or occupy, or permit or suffer the same to be occupied for any business
or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event
of a breach thereof, the term herein shall immediately cease and determine at the option of Landlord as if it were the expiration of
the original term.

Destruction 6th. In case of damage, by fire or other action of the elements, to the building in which the leased premises are located, without
the fault of Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction
of the leased premises or of the building, or if Landlord shall within a reasonable time decide not to rebuild, this lease shall cease
and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are
damaged by fire without the fault of Tenant or of Tenant's agents or employees, Landlord shall repair the damage with reasonable
dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an
apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall
be given to delays caused by strikes, adjustment of insurance and other causes beyond Landlord's control.

Access to Premises 7th. Tenant agrees that Landlord and Landlord's agents and other representatives shall have the right to enter into and upon said
premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or for making such repairs, alterations,
additions or improvements therein as may be necessary or deemed advisable by Landlord. Tenant also agrees to permit Landlord or
Landlord's agents to show the premises to persons wishing to hire or purchase the same; and Tenant further agrees that during the
6 months next preceding the expiration of the term hereby granted, Landlord or Landlord's agents shall have the right to place
notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and Tenant hereby agrees
to permit the same to remain thereon without hindrance or molestation.

Lease Not In Effect 8th. If, before the commencement of the term, Tenant takes the benefit of any insolvent act, or if a Receiver or Trustee be
appointed for Tenant's property, or if the estate of Tenant hereunder be transferred or pass to or devolve upon any other person or
corporation, or if Tenant shall default in the performance of any agreement by Tenant contained in any other lease to Tenant by
Landlord or by any corporation of which an officer of Landlord is a Director, this lease shall thereby, at the option of Landlord, be
terminated and in that case, neither Tenant nor anybody claiming under Tenant shall be entitled to go into possession of the demised
premises. If after the commencement of the term, any of the events mentioned above in this subdivision shall occur, or if Tenant
shall make default in fulfilling any of the covenants of this lease or the rules and regulations, other than the covenants for the
payment of rent or "additional rent" or if the demised premises become vacant or deserted, Landlord may give to Tenant ten days'
notice of intention to end the term of this lease, and thereupon at the expiration of said ten days' (if said condition which was the
basis of said notice shall continue to exist) the term under this lease shall expire as fully and completely as if that day were the
date herein definitely fixed for the expiration of the term and Tenant will then quit and surrender the demised premises to Landlord,
but Tenant shall remain liable as hereinafter provided.

Remedies 9th. If Tenant shall make default in the payment of the rent reserved hereunder, or any item of "additional rent" herein mentioned,
or any part of either or in making any other payment herein provided for, or if the notice last above provided for shall have been
given and if the condition which was the basis of said notice shall exist at the expiration of said ten days' period, Landlord may
immediately, or at any time thereafter, re-enter the demised premises and remove all persons and all or any property therefrom,
either by summary dispossession proceedings, or by any suitable action or proceeding at law, or by force or otherwise, without being
liable to indictment, prosecution or damages therefor, and re-possess and enjoy said premises together with all additions, alterations
and improvements. In any such case or in the event that this lease be "terminated" before the commencement of the term, as above
provided, Landlord may either re-let the demised premises or any part or parts thereof for Landlord's own account, or may, at
Landlord's option, re-let the demised premises or any part or parts thereof as the agent of Tenant, and receive the rents therefor,

Re-Letting	applying the same first to the payment of such expenses as Landlord may have incurred, and then to the fulfillment of the covenants of Tenant herein, and the balance, if any, at the expiration of the term first above provided for, shall be paid to Tenant. Landlord may rent the premises for a term extending beyond the term hereby granted without releasing Tenant from any liability. In the event that the term of this lease shall expire as above in this subdivision 9th provided, or terminate by summary proceedings or otherwise, and if Landlord shall not re-let the demised premises for Landlord's own account, then, whether or not the premises be re-let, Tenant shall remain liable for, and Tenant hereby agrees to pay to Landlord, until the time when this lease would have expired but for such termination or expiration, the equivalent of the amount of all of the rent and "additional rent" reserved herein, less the avails of reletting, if any, and the same shall be due and payable by Tenant to Landlord on the several rent days above specified, that is, upon each of such rent days Tenant shall pay to Landlord the amount of deficiency then existing. Tenant hereby expressly waives any and all right of redemption in case Tenant shall be dispossessed by judgment or warrant of any court or judge, and Tenant waives and will waive all right to trial by jury in any summary proceedings hereafter instituted by Landlord against Tenant in respect to the demised premises or any action to recover rent or damages hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.
Cumulative Remedies	
Services	9th. As long as Tenant is not in default under any of the covenants of this lease, Landlord shall, excepting on Sundays and Holidays, provide the following services, if and insofar as the existing facilities permit: (a) furnish heat to the premises on business days from 8 A.M. to 6 P.M. when and as required by law; (b) OPERATE elevators, or permit self-operated elevators to be used, on business days from 8 A.M. to 6 P.M. except Saturdays when the hours shall be from 8 A.M. to 1 P.M.
Signs	10th. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the premises or building without the prior written approval and consent of Landlord. Should Landlord deem it necessary to remove the same in order to paint, alter, or remodel any part of the building, Landlord may remove and replace same at Landlord's expense.
Cleaning	11th. Tenant shall, at Tenant's expense, keep the demised premises clean and in order to the satisfaction of Landlord. Tenant shall pay to Landlord the cost of removal of Tenant's refuse and waste, upon presentation of bills therefor and the amount of such bills shall be paid as additional rent.
Liability	12th. Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happenings whatsoever unless said damage or injury be caused by or be due to the negligence of Landlord.
Subordination	13th. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and Tenant agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle Landlord, or Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.
Security	14th. Tenant has this day deposited with Landlord the sum of \$ _____ as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this lease upon Tenant's part to be performed, which said sum shall be returned to Tenant after the time fixed as the expiration of the term herein, provided Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, Landlord shall have the right to transfer the security to the vendee for the benefit of Tenant and Landlord shall be considered released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. That the security deposited under this lease shall not be mortgaged, assigned or encumbered by Tenant without the written consent of Landlord.
Sprinklers	15th. If there now is or shall be installed in the building a "sprinkler system", and such system or any of its appliances shall be damaged or injured or not in proper working order by reason of any act or omission of Tenant, Tenant's agents, servants, employees, licensees or visitors, Tenant shall forthwith restore the same to good working condition at its own expense; and if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the state or city government, require or recommend that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such changes, modifications, alterations, additional sprinkler heads or other equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by said Exchange, or by any Fire Insurance Company, Tenant shall, at Tenant's expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment. Tenant shall pay to Landlord as additional rent the sum of \$ _____ on the rent day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.
Water Sewer	16th. Tenant shall pay to Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay Tenant's proportionate part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as additional rent and shall be added to the next month's rent thereafter to become due.
Fire Insurance	17th. Tenant will not, nor will Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and Tenant agrees to pay on demand any such increase as additional rent.
No Waiver	18th. The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified or discharged orally.
Condemnation	19th. That should the land whereon said building stands or any part thereof be condemned for public use, then in that event, upon the taking of the same for such public use, this lease, at the option of Landlord, shall become null and void, and the term cease and come to an end upon the date when the same shall be taken and the rent shall be apportioned as of said date. No part of any award, however, shall belong to Tenant.
Fixtures	20th. If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by Tenant and shall become the property of Landlord.
Inability To Perform	21st. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any services expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental prescription in connection with any National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.
No Diminution of Rent	22nd. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority, in respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by Landlord to Tenant. It is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. Landlord shall not be required to furnish, and Tenant shall not be entitled to receive, any of such "services" during any period wherein Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

Rules and Regulations 23rd. Tenant and Tenant's employees, agents and visitors shall comply strictly with the Rules and Regulations set forth on the back of this lease, and such other and further reasonable Rules and Regulations as Landlord or Landlord's agents may from time to time adopt. Landlord shall not be liable to Tenant for violation of any of said Rules or Regulations, or the breach of any covenant or condition in any lease, by any other tenant in the building.

Window Cleaning 24th. Tenant will not clean, nor require, permit, suffer or allow any window in the demised premises to be cleaned, from the outside in violation of Section 202 of the Labor Law or of the rules of the Board of Standards and Appeals, or of any other board or body having or asserting jurisdiction.

Possession 25th. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason. In such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.

26th. Tenant shall pay all taxes due any governmental agency for the duration of this lease on said property known as 63-20 Flushing Avenue, Ithaca

27th. Tenant shall continue in effect the present insurance policies on said property and pay all premiums during the duration of lease.

Headings The marginal headings are inserted only as a matter of convenience and in no way define the scope of this lease or the intent of any provision thereof.

Quiet Enjoyment Landlord covenants that the said Tenant on paying the said rent, and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, Landlord and Tenant have respectively signed and sealed this lease as of the day and year first above written.

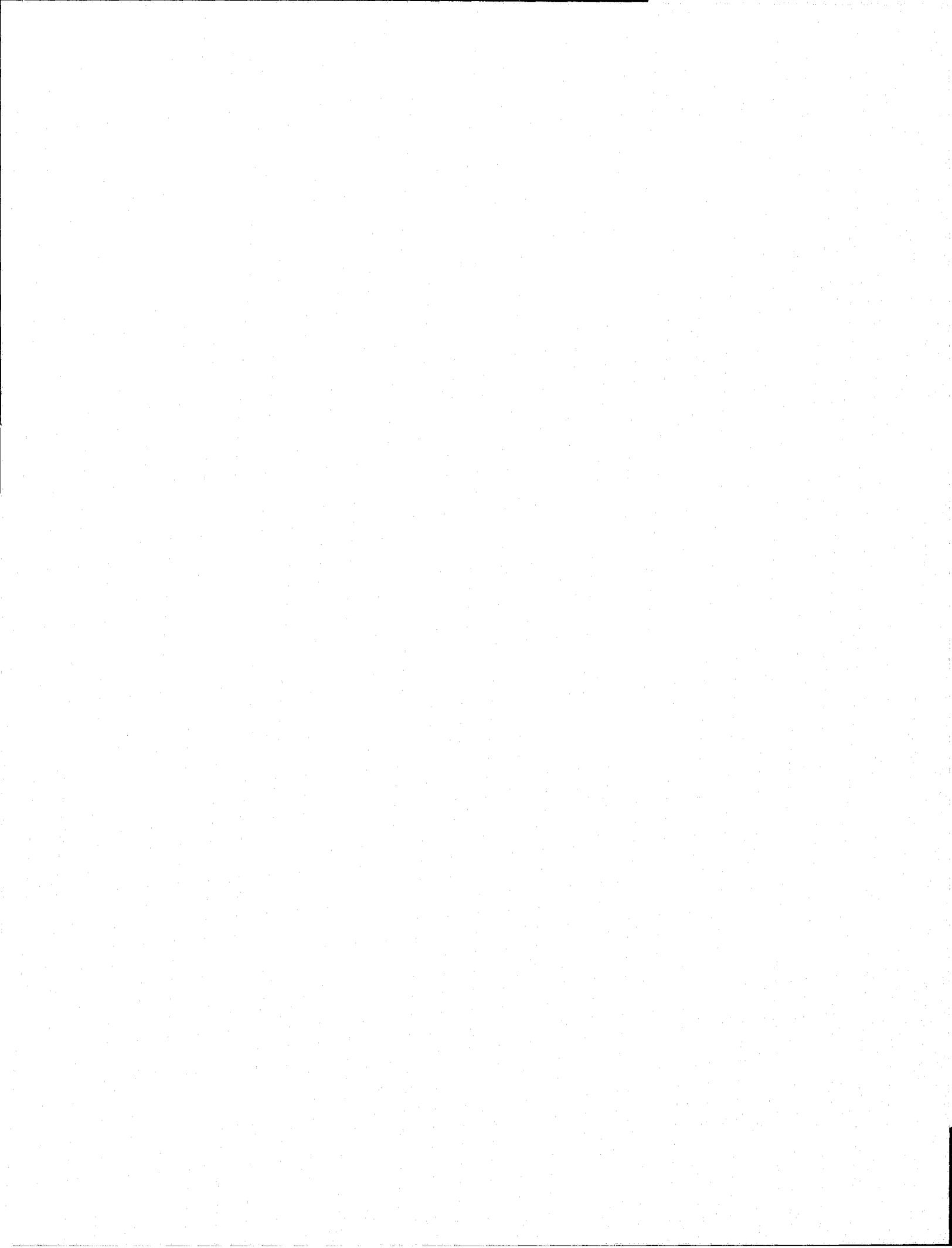
Signed, sealed and delivered
in the presence of

[Handwritten Signature]

L. S.
[Handwritten Signature]

L. S.

L. S.



Touch down Purchases 3/1-3/31		Accounts Payable	Cleaning Supplies	light. Power	telephone	Leval	Machine rental	LINEN	office expense	Auto expense	repair maintenance
3/1	Con Edison	325-		325-							
3/1	Amer. Telephone	185-			185-						
3/1	R. H. Schwartz	5000-				5000-					
3/2	R+D Detergent	1750-	1750-								
3/3	Ajaz Soap	789-	789-								
3/4	Industrial Machine	1100-					1100-				
3/6	Warren Linen	400-						400-			
3/8	Gillen Office	240-							240-		
3/10	St G Leasing	400-								400-	
3/12	Ajaz Soap	825-	825-								
3/22	Industrial Machine	2200-					2200-				
3/28	J+R Electric	1800-									1800-
3/29	Warren Linen	560-						560-			
3/29	Ajaz Soap	755-	755-								
		16729-	41119-	325-	185-	5000-	3700-	960-	240-	400-	1800-
		10	34	35	36	37	38	39	40	41	42
	March Purchases	16729									
	February balance	5987									
	March Payments	7639									
	March balance	14677	A/P								

Touchdown Purchases 4/1-4/30 Name	Accounts Payable	Cleaning Supplies	light Power	telephone	legal	Machine Rental	Linen	office expense	Auto expense	repair maintenance
4/3 Industrial Machine	1100-					1100-				
4/5 Warren Linen	510-						510-			
4/9 F. Poter Equip.	1300-	1300-								
4/12 S+R Automotive	350-								350-	
4/15 Ajaz Soap	825-	825-								
4/16 Gillen Office	1175-							1175-		
4/18 R.H. Schwartz	1000-				1000-					
4/19 S+G Leasing	400-								400-	
4/23 Con Ed.	350-		350-							
4/25 American Tele.	135-			135-						
4/30 Tompkins Products	750-	750-								
	6695-	2675-	350-	135-	1000-	1100-	510-	1175-	750-	0-
	<u>10</u>	<u>36</u>	<u>35</u>	<u>36</u>	<u>37</u>	<u>38</u>	<u>39</u>	<u>40</u>	<u>41</u>	<u>42</u>
April Purchases	6695-									
March Balance	14677-									
April Payments	5242-									
April Balance	<u>16130-</u>									

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Touchdown Cleaners, INC		7/1/77-7/31/77								General
Cash disbursements		Amount	A/P	Payroll	Misc Payroll	T+E	Notes Payable	Rent	Petty Cash	Account
Payee										Amount
3/2 J. Somers	628	145-		145-						
1 J. Ryan	29	155-		155-						
1 J. Murray	630	155-		155-						
1 C. Ippolito	31	225-		225-						
1 J. Lombardo	32	145-		145-						
1 W. Donovan	33	100-		100-						
1 S. Haines	34	185-		185-						
1 T. Amend	35	125-		125-						
3/3 1st Ithaca Bank	36	1666.66					1666.66			
3/5 Con Edison	37	725-	325-							
3/5 American Telephone	38	185-	185-							
3/8 Vericker Realty	39	650-						650-		
3/9 J. Somers	640	145-		145-						
1 J. Ryan	41	155-		155-						
1 J. Murray	42	155-		155-						
1 C. Ippolito	43	225-		225-						
1 J. Lombardo	44	145-		145-						
1 W. Donovan	45	100-		100-						
1 S. Haines	46	185-		185-						
1 T. Amend	47	125-		125-						
3/10 R.H. Schwartz	48	3000-	3000-							
3/12 R+D Detergent	49	1400-	1400-							
3/12 CASH	650	200-							200-	
3/12 Ajaz Soap	51	789-	789-							
3/14 Industrial Machine	52	1100-	1100-							
3/16 Warren LINEN	53	400-	400-							
3/16 J. Somers	54	145-		145-						
1 J. Ryan	55	155-		155-						
1 J. Murray	56	155-		155-						
1 C. Ippolito	57	225-		225-						
1 J. Lombardo	58	145-		145-						
1 W. Donovan	59	100-		100-						
1 S. Haines	660	185-		185-						
1 T. Amend	61	125-		125-						
3/20 J. Alicareato	62	250-								

AUDIT

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Touchdown Cleaners Cash disbursements		Amount	A/P	Payroll	Misc. Payroll	T+E	Notes Payable	Rent	Petty Cash	General Account	General Amount
Payee											
3/23	J. Somers	663	145-	145-							
	J. Ryan	64	155-	155-							
	J. Murray	65	155-	155-							
	C. Ippolito	66	225-	225-							
	J. Lombardo	67	145-	145-							
	W. Donovan	68	100-	100-							
	S. Haines	69	185-	185-							
	T. Amend	670	125-	125-							
3/25	D. Fusco	71	1000-							UTI	1000
3/25	A. Gullan	72	1000-							UTI	1000
										Consultant	500
3/26	Roger Stone	73	500-								
3/27	Master Charge	74	300-			300					
3/28	Gillen Office	75	120-								
3/30	S+G Leasing	76	320-	320-							
3/30	Chambers Nat. FICA	77	400-		400						
3/30	J. Ryan	78	155-	155-							
	J. Murray	79	155-	155-							
	C. Ippolito	680	225-	225-							
	J. Lombardo	81	145-	145-							
	W. Donovan	82	100-	100-							
	S. Haines	83	185-	185-							
	T. Amend	84	125-	125-							
			5965-	440-	2325-	400-	300-	0-	0-		2500-
	CO-5		131670.66	7199-	3705-	0-	0-	1666.66	650-	200-	250-
			119635.66	7639-	6030	400-	300-	1666.66	650-	200-	2750-
				10	30	13		31	3		
										AUG 30 Audit	250
										20	2000
										33	500
										Consult	2750-

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Touchdown Cleaning Cash Disbursements 4/1/77 - 4/30/77 Payee		Amount	Accounts Pay	Payroll	Misc. Payroll	T+E	Notes Payable	Rent	Petty Cash	General Account	General Amount
1	4/4 Ajaz Soap	685	825-	825-							
2	4/4 1st Ithaca Bank	86	1666 66				1666 66				
3	4/6 J. Somers	87	145-	145-							
4	J. Ryan	88	155-	155-							
5	J. Murray	89	155-	155-							
6	C. Ippolito	690	225-	225-							
7	J. Lombardo	91	145-	145-							
8	W. Donovan	92	100-	100-							
9	S. Haines	93	185-	185-							
10	T. Amend	94	125-	125-							
11	4/6 Con Edison	95	3377-	3377-							
12	4/8 Amer. Telephone	96	165-	165-							
13	4/9 State Income Tax	97	175-		175-						
14	4/9 City Income Tax	98	105-		105-						
15	4/11 Unemployment Ins	99	65-		65-						
16	4/13 Industrial Machine	700	1100-	1100-							
17	4/13 Vericker Realty	01	650-					650-			
18	4/13 J. Somers	02	145-	145-							
19	J. Ryan	03	155-	155-							
20	J. Murray	04	155-	155-							
21	C. Ippolito	05	225-	225-							
22	J. Lombardo	06	145-	145-							
23	W. Donovan	07	100-	100-							
24	S. Haines	08	185-	185-							
25	T. Amend	09	125-	125-							
26	4/17 Cash	710	400-						400-		
27	4/18 Royal Ithacan Hotel	11	560-			560-					
28	4/18 Pee Wee Foot ball	12	3000-							Donation	3000-
29	4/20 J. Somers	13	145-	145-							
30	J. Ryan	14	155-	155-							
31	J. Murray	15	155-	155-							
32	C. Ippolito	16	225-	225-							
33	J. Lombardo	17	145-	145-							
34	W. Donovan	18	100-	100-							
35	S. Haines	19	185-	185-							

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Touchdown Cleaning Cash disbursements 4/1/77-4/30/77 Payee		Amount	Accounts Payable	Payroll	Misc Payroll	Travel Expenses	Notes Payable	Rent	Petty Cash	General Account	Amount
1	4/20 T. Amend	720	1225-		125-						
2	4/23 Master Charge	21	225-			225-					
3	4/23 J+R Electric	22	1500-	1500-							
4	4/25 Warren Linen	23	560-	560-							
5	4/26 Ajax Soap	24	755-	755-							
6	4/27 J. Somers	25	145-		145-						
7	' J. Murray	26	155-		155-						
8	' C. Ippolito	27	225-		225-						
9	' J. Lombardo	28	145-		145-						
10	' W. Donovan	29	100-		100-						
11	' S. Haines	730	185-		185-						
12	' T. Amend	31	125-		125-						
13	' J. Ryan	32	155-		155-						
14	4/28 J. Alicareauto	33	250-							250-	
15	4/29 D. Fusco	34	1000-							1000-	
16	4/29 A. Gullan	35	1000-							1000-	
17											
18			6650-	2815-	1760-	0-	225-	0-	0-		2250-
19	CO-7		262866	2427-	3580-	365-	560-	166666	650-	400-	3000-
20											
21			1827866	5242-	4940-	365-	785-	166666	650-	400-	5250-
22											
23				10	30	3	14	11	31	3	
24											
25											
26									30 Audit		250-
27									20 UTI		2000-
28									33 Donation		3000-
29											
30											5250-
31											
32											
33											
34											
35											

85

Touchdown, Inc 3/1/77 - 3/31/77		CASH	Sales	Loans
Cash Receipts				
Address / account				
3/5	Ithaca Aces	5700-	5700-	
3/7	First Ithaca Bank	40000-		40000-
3/10	5 Main St, 2d Floor, Vericker	200-	200-	
3/10	104 State St, 3d Floor, Jenks	600-	600-	
3/10	17 Seneca St, 1st Floor, Johnson	250-	250-	
3/11	5 Main St, 1st Floor, Roberts	450-	450-	
3/15	9 N. Tioga St, Roxshach	720-	720-	
3/15	104 State St, 2d Floor, Vericker	300-	300-	
3/15	4 Mitchell St., Bohun	60-	60-	
3/15	107 Regency, 1st Floor, Bronson	390-	390-	
3/15	1050 Broadway 1,3,7 Floors, Esmond	400-	400-	
3/15	5 Main St, 4th Floor, Vericker	150-	150-	
3/15	17 Seneca, 3d Floor, Vericker	100-	100-	
3/15	221 Baker St, B, Watson	500-	500-	
3/17	104 State St, 4th Floor, Robins	550-	550-	
3/17	64 Court St, 3d Floor, Crawley	600-	600-	
3/17	9 Wimpole St, 1st Floor, Barrett	700-	700-	
3/18	55 Mitchell St, 3d Floor, Prescott	550-	550-	
3/18	17 Seneca St, 4th Floor, Johnson	200-	200-	
3/18	3 Warwick Pl., 2d Floor, Crampton	490-	490-	
3/18	108 Mansfield Park, Varcy	800-	800-	
3/18	98 Cannandaiaga, 3d Floor, Isaacs	450-	450-	
3/21	4 Bryden Rd, 2d Floor, Arnold	470-	470-	
3/21	7 Stadium Place, Frobisher	120-	120-	
3/21	64 Court St, 2d Floor, Rachel	580-	580-	
3/21	684 Hanshaw Rd, 1st Floor, Ross	95-	95-	
3/25	446 Warren Rd, 2d Floor, Dean	110-	110-	
3/25	184 Pleasant Grove, 3d Floor, Jones	85-	85-	
3/25	221 Baker St, A, Humphrey	520-	520-	
3/28	64 Court St, 4th Floor, Vericker	250-	250-	
3/28	3 Warwick Pl, 3d Floor, Abrams	450-	450-	
3/28	55 Mitchell St, 4th Floor, Lobster	550-	550-	
3/28	10 Overlook Pl., 1st Floor, Johnson	100-	100-	
3/28	5 Main St, 3d Floor Eldritch	400-	400-	
3/29	4 Dryden Rd, 1st Floor, Aiken	450-	450-	
3/29	98 Cannandaiaga, 4th Floor, Orthals	540-	540-	
3/29	55 Mitchell St., 5th Floor Rehnquist	550-	550-	
		59430-	19430-	40000-

Touchdown, Inc. 4/1 - 4/30/77		Cash	Sales	Loans
Cash Receipts				
Address / Account				
4/5	5 Main St, 1st Floor, Roberts	450-	450-	
4/5	104 State St, 2d Floor, Vericker	300-	300-	
4/6	Ithaca Aces	5700-	5700-	
4/6	9. N. Tioga St, Ronshach	720-	720-	
4/10	104 State St., 3d Floor, Jenks	600-	600-	
4/10	5 Main St., 2d Floor, Vericker	200-	200-	
4/10	107 Regency, 1st Floor, Bronson	390-	390-	
4/15	1050 Broadway, 1, 3, 7 Floors, Esmond	400-	400-	
4/15	17 Seneca St., 1st Floor, Johnson	250-	250-	
4/15	9 Wimpole, 1st Floor, Barretts	700-	700-	
4/15	3 Warwick Pl., 2d Floor, Crampton	490-	490-	
4/15	17 Seneca St., 3d Floor, Vericker	100-	100-	
4/15	108 Mansfield Pk, Darcy	800-	800-	
4/15	98 Cannandaiaga, 3d Floor, Tsacis	500-	500-	
4/18	17 Seneca St., 4th Floor, Johnson	220-	220-	
4/18	7 Stadium Pl., Frobisher	120-	120-	
4/18	4 Dryden Rd, 2d Floor, Arnold	470-	470-	
4/18	64 Court St. 3d Floor, Crawley	600-	600-	
4/18	221 Baker St., B, Watson	500-	500-	
4/18	5 Main St., 4th Floor Vericker	150-	150-	
4/19	4 Mitchell St. Bohun	60-	60-	
4/20	3 Warwick Pl. 3rd Floor, Abrams	450-	450-	
4/20	55 Mitchell St., 4th Floor, Lobster	550-	550-	
4/25	98 Cannandaiaga, 4th Floor, Orthals	540-	540-	
4/25	5 Main St, 3d Floor, Eldritch	400-	400-	
4/25	104 State St. 4th floor, Robbins	550-	550-	
4/25	55 Mitchell St., 3d floor, Prescott	550-	550-	
4/28	4 Dryden Rd, 1st Floor, Aiken	450-	450-	
4/28	10 Overlook Rd, 1st Floor, Johnson	100-	100-	
4/28	Mitchel 5th floor, Bohun	50-	50-	
4/28	684 Hanshaw Rd, 1st Floor, Ross	95-	95-	
4/28	64 Court St., 2d Floor, Rachel	580-	580-	
4/28	221 Baker St, A, Humphrey	520-	520-	
4/28	64 Court St., 4th Floor, Vericker	250-	250-	
4/28	18 Pleasant Grove, 3d floor, Jones	85-	85-	
4/28	446 Warren Rd, 2d floor, Dean	110-	110-	
		19500	19500	

R. H. SCHWARTZ
Attorney at Law
1000 Maple Lane
Ithaca

4/16/77

For Services Rendered:

\$ 1,000

TO:

Touchdown Cleaning, Inc.
63-20 Flushing Avenue
Ithaca

R. H. SWARTZ
Attorney at Law
1000 Maple Lane
Ithaca

2/28/77

For Services Rendered:

1976 - Fusco v. Fusco

Weinstein v. Touchdown Cleaning, Inc.

TOTAL \$5,000.00

TO: Touchdown Cleaning, Inc.
63-20 Flushing Avenue
Ithaca

*Paid on account
3/10 \$3,000
chk #648*



S P A R E H A N D S, inc.

COMMERCIAL - INDUSTRIAL - RESIDENTIAL
15 NORTH TIOGA ST
ITHACA

3/1/77

TO: TOUCHDOWN CLEANERS
63-20 Flushing Ave.

Balance due: \$ 0

Due to our billings schedule, your balance due will stay at 0 until 15 May 1977, when the invoice for services from 15 February to 15 May will be sent out. As of this date, 387 man hours have been provided on the on-call basis agreed upon last December.

*No balance Due
3/1*

invoice

DUP

WARREN

602 HUDSON ST.
ITHACA

INVOICE

INVOICE NO
001856

Linen Supply

SOLD TO	SHIP TO
Touchdown Cleaners	same
63-20 Flushing Avenue	
Ithaca	

CUSTOMER'S ORDER	SALESMAN	TERMS	SHIPPED VIA	F.O.B.	DATE
-	LD	net 30			3/6
10 doz	small towels				250 -
5 doz	wash clothes				150 -
Pd 3/16 \$400					
chk # 653					400.00

Rediform 75724
FORM 75724 (REV. 11-15-72)

INVOICE INDUSTRIAL MACHINES
1425 St. George Avenue
Ithaca

INVOICE NO
001006

3/4/77

SOLD TO	SHIP TO
Touchdown Cleaning, Inc.	
63-20 Flushing Avenue	
Ithaca	

CUSTOMER'S ORDER	SALESMAN	TERMS	SHIPPED VIA	F.O.B.	DATE
Rental per lease Agreement					
for month of 3/77					1,100.00
washers, dryers, floor machines					
Please remit					
Pd 3/14					
\$1,100					
chk # 652					

Rediform 75724
FORM 75724 (REV. 11-15-72)

INVOICE

DUP



INVOICE

INVOICE NO
001036

OLD TO

SHIP TO

TOUCHDOWN CLEANERS

63-20 Flushing Avenue

CUSTOMER'S ORDER	SALESMAN	TERMS	SHIPPED VIA	F.O.B.	DATE
	Jim	net 30	-	-	4/12
460 gallons hi-test, supplied to accounts					
487-THU, 735-AZS, 455 097, and 785 982					290.00
tune up, 8 cylinder with a/c 735-AZS					60.00
					<u>350.00</u>

Redifprm 75724

Guaranteed in Writing



Soap
A JAZ

TOUCHDOWN CLEANERS

3919 SAW HILL RUN BLVD.

63-20 Flushing Avenue

ITHACA

Shipped To same

Address _____ Via truck

OUR NUMBER 6538
DATE 4/15
CUSTOMER'S ORDER none
SALESMAN EKG
TERMS 30 nwt
F. O. B. -

INVOICE

10	lge rug shampoo			
3	ctns # 8 soap			
5	bottles "SUPER SPOT" spot remover			
TOTAL				<u>625</u>

Redifprm
7H 725



CONTINUED

1 OF 3

invoice

DUP

WATSON

602 HUDSON ST.
ITHACA

INVOICE

INVOICE NO
00100

Linen Supply

SOLD TO TOUCHDOWN, INC. SHIP TO same
63-20 FLUSHING AVENUE
ITHACA

CUSTOMER'S ORDER	SALESMAN	TERMS	SHIPPED VIA	FOB	DATE
35	LG	net 30	truck	-	3/29
10 doz	BATH TOWELS				400 00
10 doz	Hand TOWELS				160 00
					560

OK
3/20/77

Rediforme 75724
FOR (202) 541-3333

DELIVERY TICKET

Guaranteed in Writing



Soap
AJAZ

TOUCHDOWN CLEANERS

3919 SAW MILL RUN BLVD.

63-20 Flushing Ave.

Ithaca

Shipped To _____
Address _____ Via truck

OUR NUMBER 8591
DATE 3/29/77
CUSTOMER'S ORDER none
SALESMAN GRB
TERMS 30 net
F. O. B. -

10	cases	Liquid Soap @ 30	300
20	cases	Hand Soap @ 17.50	350
		MISC.	105
TOTAL			<u>755</u>

OK
4/11/77

prim
25

DELIVERY TICKET

invoice

DUP

Warren

602 HUDSON ST.
ITHACA

INVOICE

INVOICE NO
001654

Linen Supply

SOLD TO TOUCHDOWN SHIP TO same
63-20 FLUSHING AVE.

CUSTOMER'S ORDER	SALESMAN	TERMS	SHIPPED VIA	F. O. B.	DATE
39	LG	net 30	truck	-	4/5
12	bundles rags @ 10				120
5	lg. boxes- heavy duty cloth buffers @ 20				100
10	dozen bath towels @ 29				290
					510.00

*OK
JMM
4/8/77*

DELIVERY TICKET

Rediform 75724

F. FOVEN
4 HANCOCK ST. ITHACA

85596

Sold To Touchdown Cleaners
63-20 Flushing Avenue
Shipped To same
Address _____ Via _____

DATE
4/9/77
CUSTOMER'S ORDER
-
SALESMAN
TGL
TERMS
30 net
F. O. B.
-

INVOICE

1	Vanneffinger Vinyl Floor machine		1,300.00
1,300.00			

*OK
JMM
4/11/77*

Rediform 1725

DELIVERY TICKET

TOUCHDOWN PRODUCTS CO.
78 EAST SENECA ST.

Sold To TOUCHDOWN CLEANING
63-20 Flushing Ave

Shipped To same
Address _____ Via _____

OUR NUMBER 96556
DATE 4/30/77
CUSTOMER'S ORDER -
SALESMAN KM
TERMS 30 net
F. O. B. -

INVOICE

10 cases toilet paper @ 24			240.00
20 boxes mop heads @ 17.50			350.00
1 barrel disinfectant/cleaner			160.00
			<u>750.00</u>

OK
JM
5/2/77

rdiform
H 725

DELIVERY TICKET



TOUCHDOWN, INC. 628
ITHACA

PAID March 2 19 77 ⁸⁹⁻⁶⁷⁸/₂₃₄

DAY TO THE ORDER OF James Somers \$145.00

ONE HUNDRED AND FORTY-FIVE DOLLARS

DELUXE National State Bank ITHACA

DELUXE NATIONAL STATE BANK

⑆2345⑆6789⑆ 123456789⑆ ⑈000014500⑈

TOUCHDOWN, INC. 629
ITHACA

PAID March 2 19 77 ⁸⁹⁻⁶⁷⁸/₂₃₄

DAY TO THE ORDER OF Joseph Ryan \$155.00

ONE HUNDRED AND FIFTY-FIVE DOLLARS

DELUXE National State Bank ITHACA

DELUXE NATIONAL STATE BANK

⑆2345⑆6789⑆ 123456789⑆ ⑈000015500⑈

TOUCHDOWN, INC. 630
ITHACA

PAID March 2 19 77 ⁸⁹⁻⁶⁷⁸/₂₃₄

DAY TO THE ORDER OF John Murray \$155.00

ONE HUNDRED AND FIFTY-FIVE DOLLARS

DELUXE National State Bank ITHACA

DELUXE NATIONAL STATE BANK

⑆2345⑆6789⑆ 123456789⑆ ⑈000015500⑈

TOUCHDOWN, INC. 631
ITHACA

PAID March 2 19 77 ⁸⁹⁻⁶⁷⁸/₂₃₄

DAY TO THE ORDER OF Carmine IPPOLITO \$225.00

TWO HUNDRED AND TWENTY-FIVE DOLLARS

DELUXE National State Bank ITHACA

DELUXE NATIONAL STATE BANK

⑆2345⑆6789⑆ 123456789⑆ ⑈000022500⑈

TOUCHDOWN, INC. 632
ITHACA

PAID March 2 19 77 ⁸⁹⁻⁶⁷⁸/₂₃₄

DAY TO THE ORDER OF Joseph Lombardo \$145.00

ONE HUNDRED AND FORTY-FIVE DOLLARS

DELUXE National State Bank ITHACA

DELUXE NATIONAL STATE BANK

⑆2345⑆6789⑆ 123456789⑆ ⑈000014500⑈

3851 8 7 5 77 MAR 02 145.00-2

Thomas D. Smith

3851 9 8 3 77 MAR 02 155.00-3

[Signature]

3851 4 5 8 77 MAR 02 155.00-2

9 Murray

3850 5 7 2 77 MAR 02 225.00-5

A. D. [Signature]

3851 8 6 7 77 MAR 02 145.00-2

[Signature]

TOUCHDOWN, INC. ITHACA 633

PAID 89-678 89-678

March 2 1977 89-678 234

DAY TO THE ORDER OF William Donovan \$ 100.00

ONE HUNDRED DELUXE NATIONAL STATE BANK DOLLARS

DELUXE National State Bank ITHACA

89-678 89-678

Theodore Amend

⑆ 2345 6789 ⑆ 123456789 ⑆ 0000010000 ⑆

TOUCHDOWN, INC. ITHACA 634

PAID 89-678 89-678

March 2 1977 89-678 234

DAY TO THE ORDER OF Silvester Haines \$ 185.00

ONE HUNDRED AND EIGHTY FIVE DELUXE NATIONAL STATE BANK DOLLARS

DELUXE National State Bank ITHACA

89-678 89-678

Theodore Amend

⑆ 2345 6789 ⑆ 123456789 ⑆ 0000018500 ⑆

TOUCHDOWN, INC. ITHACA 635

PAID 89-678 89-678

March 2 1977 89-678 234

DAY TO THE ORDER OF Theodore Amend \$ 125.00

ONE HUNDRED AND TWENTY FIVE DELUXE NATIONAL STATE BANK DOLLARS

DELUXE National State Bank ITHACA

89-678 89-678

Theodore Amend

⑆ 2345 6789 ⑆ 123456789 ⑆ 0000012500 ⑆

TOUCHDOWN, INC. ITHACA 636

PAID 89-678 89-678

March 3 1977 89-678 234

DAY TO THE ORDER OF First Ithaca Bank \$ 1,666.66

One Thousand, Six Hundred and 66/100 DELUXE NATIONAL STATE BANK DOLLARS

DELUXE National State Bank ITHACA

89-678 89-678

Theodore Amend

⑆ 2345 6789 ⑆ 123456789 ⑆ 0000166666 ⑆

TOUCHDOWN, INC. ITHACA 637

PAID 89-678 89-678

March 5 1977 89-678 234

DAY TO THE ORDER OF Consolidated Bank \$ 325.00

Three Hundred Twenty Five DELUXE NATIONAL STATE BANK DOLLARS

DELUXE National State Bank ITHACA

89-678 89-678

Theodore Amend

⑆ 2345 6789 ⑆ 123456789 ⑆ 0000032500 ⑆

3851 8 5 2 77 MAR 02 100.00-2

William J. Brennan

3851 9 9 8 77 MAR 02 185.00-1

Abraham Lincoln

3951 2 3 2 77 MAR 02 125.00-4

Abraham Lincoln

::

3450 0 5 2 77 MAR 8 1666.66-9

FIRST BANK OF ITHACA
LOAN ACCT.

9826 4 4 3 77 MAR 10 325.00-3

CON EDISON
ACCT. 2111-11

TOUCHDOWN, INC. 638
ITHACA

PAID 89-678 89-678
March 5 1977 89-678
234
\$ 155.00
American Telephone
One Hundred and Fifty Five
DOLLARS

DELUXE National State Bank
ITHACA

89-678 89-678
Reoder Amel

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000018500 ⑆

TOUCHDOWN, INC. 639
ITHACA

PAID 89-678 89-678
March 8 1977 89-678
234
\$ 650.00
Vericker Realty
Six Hundred and Fifty
DOLLARS

DELUXE National State Bank
ITHACA

89-678 89-678
Reoder Amel

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000065000 ⑆

TOUCHDOWN, INC. 640
ITHACA

PAID 89-678 89-678
March 9 1977 89-678
234
\$ 145.00
James Somers
ONE HUNDRED AND FORTY FIVE
DOLLARS

DELUXE National State Bank
ITHACA

89-678 89-678
Reoder Amel

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000014500 ⑆

TOUCHDOWN, INC. 641
ITHACA

PAID 89-678 89-678
March 9 1977 89-678
234
\$ 155.00
Joseph Ryan
ONE HUNDRED AND FIFTY FIVE
DOLLARS

DELUXE National State Bank
ITHACA

89-678 89-678
Reoder Amel

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000015500 ⑆

TOUCHDOWN, INC. 642
ITHACA

PAID 89-678 89-678
March 9 1977 89-678
234
\$ 155.00
John Murray
ONE HUNDRED FIFTY FIVE
DOLLARS

DELUXE National State Bank
ITHACA

89-678 89-678
Reoder Amel

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000015500 ⑆

9826 5 7 8 77 MAR 8 185.00-5

AMER. TEL.

7250 5 8 2 77 MAR 12 650.00-2

VERICKER REALTY
FOR DEPOSIT ONLY

3951 7 6 4 77 MAR 09 145.00-3

James Miranda

3851 8 5 9 77 MAR 09 155.00-6

James

3851 4 3 6 77 MAR 09 155.00-1

J. Murray

TOUCHDOWN, INC. 643
ITHACA

PAID 89-678 89-678
March 9 1977 89-678
234
PAY TO THE ORDER OF Carmine Ippolito \$ 225.00
MAR 15 1976
TWO HUNDRED AND TWENTY-FIVE ***** DOLLARS
DELUXE National State Bank
ITHACA
DELUXE NATIONAL STATE BANK
89-678 89-678
⑆ 2345⑆6789⑆ 123456789⑆ ⑈000022500⑈

TOUCHDOWN, INC. 644
ITHACA

PAID 89-678 89-678
March 9 1977 89-678
234
PAY TO THE ORDER OF Joseph Lombardo \$ 145.00
MAR 9 1976
ONE HUNDRED AND FORTY-FIVE ***** DOLLARS
DELUXE National State Bank
ITHACA
DELUXE NATIONAL STATE BANK
89-678 89-678
⑆ 2345⑆6789⑆ 123456789⑆ ⑈000014500⑈

TOUCHDOWN, INC. 645
ITHACA

PAID 89-678 89-678
March 9 1977 89-678
234
PAY TO THE ORDER OF William Donovan \$ 100.00
MAR 9 1976
ONE HUNDRED ***** DOLLARS
DELUXE National State Bank
ITHACA
DELUXE NATIONAL STATE BANK
89-678 89-678
⑆ 2345⑆6789⑆ 123456789⑆ ⑈000001000⑈

TOUCHDOWN, INC. 646
ITHACA

PAID 89-678 89-678
March 9 1977 89-678
234
PAY TO THE ORDER OF Silvester Haines \$ 185.00
MAR 9 1976
ONE HUNDRED AND EIGHTY-FIVE ***** DOLLARS
DELUXE National State Bank
ITHACA
DELUXE NATIONAL STATE BANK
89-678 89-678
⑆ 2345⑆6789⑆ 123456789⑆ ⑈000001850⑈

TOUCHDOWN, INC. 647
ITHACA

PAID 89-678 89-678
March 9 1977 89-678
234
PAY TO THE ORDER OF Theodora Bond \$ 125.00
MAR 9 1976
ONE HUNDRED AND TWENTY-FIVE ***** DOLLARS
DELUXE National State Bank
ITHACA
DELUXE NATIONAL STATE BANK
89-678 89-678
⑆ 2345⑆6789⑆ 123456789⑆ ⑈000001250⑈

7850 4 7 3 77 MAR 12 225.00-3

Q. Pucci
E. Appaletti

3851 8 9 4 77 MAR 09 145.00-2

Q. Korbaut

3851 7 6 5 77 MAR 09 100.00-3

William M. Brennan

3851 8 9 7 77 MAR 09 185.00-6

John J. Brennan

3851 2 5 3 77 MAR 09 125.00-3

Richard A. Clark

TOUCHDOWN, INC. 648
ITHACA

PAID 89-678 89-678
MARCH 10 1977 89-678
APR 25 1976 234
S 3.00
DELUXE NATIONAL STATE BANK DOLLARS

DAY TO THE ORDER OF Robert H. S...
Three Tho

DELUXE National State Bank
ITHACA

THEODOR AMEND

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 000030000 ⑆

TOUCHDOWN, INC. 649
ITHACA

PAID 89-678 89-678
MARCH 12 1977 89-678
MAR 15 1976 234
S 1400.00
DELUXE NATIONAL STATE BANK DOLLARS

DAY TO THE ORDER OF Rand D...
One thousand, Four

DELUXE National State Bank
ITHACA

THEODOR AMEND

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 000014000 ⑆

TOUCHDOWN, INC. 650
ITHACA

PAID 89-678 89-678
MARCH 12 1977 89-678
MAR 12 1976 234
S 200.00
DELUXE NATIONAL STATE BANK DOLLARS

DAY TO THE ORDER OF CASH
Two Hun

DELUXE National State Bank
ITHACA

THEODOR AMEND

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 000002000 ⑆

TOUCHDOWN, INC. 651
ITHACA

PAID 89-678 89-678
MARCH 12 1977 89-678
MAR 15 1976 234
S 789.00
DELUXE NATIONAL STATE BANK DOLLARS

DAY TO THE ORDER OF Ajaz...
Seven Hundred City Ave

DELUXE National State Bank
ITHACA

THEODOR AMEND

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 000007890 ⑆

TOUCHDOWN, INC. 652
ITHACA

PAID 89-678 89-678
MARCH 14 1977 89-678
MAR 19 1976 234
S 1100.00
DELUXE NATIONAL STATE BANK DOLLARS

DAY TO THE ORDER OF Industrial
One thousand

DELUXE National State Bank
ITHACA

THEODOR AMEND

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 000011000 ⑆

6783 1 3 2 77 APR 23 3000.00-1

ESCROW ACCOUNT

PH Plunk

7650 3 4 5 77 MAR 12 1400.00-6

R+D Dejeest
For deposit

3850 6 7 9 77 MAR 12 200.00-6

Richard

3850 6 7 4 77 MAR 14 789.00-3

AJAZ SOAP CO.
REPUBLIC NAT'L BANK
#101-34-428

7350 5 6 1 77 MAR 17 1100.00-1

11/16/77
24/5
11/16/77

TOUCHDOWN, INC. ITHACA 653

PAID 89-678 89-678
 March 10 1977 89-678 234
 MAR 19 1976
 DELUXE NATIONAL STATE BANK
 89-678 89-678

DAY TO THE ORDER OF Warren L. ... \$ 400.00
 FOUR HUNDRED ... DOLLARS

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000040000 ⑆

TOUCHDOWN, INC. ITHACA 654

PAID 89-678 89-678
 March 16 1977 89-678 234
 MAR 16 1976
 DELUXE NATIONAL STATE BANK
 89-678 89-678

DAY TO THE ORDER OF James Somers \$145.00
 ONE HUNDRED AND FORTY FIVE ... DOLLARS

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000014500 ⑆

TOUCHDOWN, INC. ITHACA 655

PAID 89-678 89-678
 March 16 1977 89-678 234
 MAR 16 1976
 DELUXE NATIONAL STATE BANK
 89-678 89-678

DAY TO THE ORDER OF Joseph Ryan \$155.00
 ONE HUNDRED AND FIFTY FIVE ... DOLLARS

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000015500 ⑆

TOUCHDOWN, INC. ITHACA 656

PAID 89-678 89-678
 March 16 1977 89-678 234
 MAR 16 1976
 DELUXE NATIONAL STATE BANK
 89-678 89-678

DAY TO THE ORDER OF John Murray \$155.00
 ONE HUNDRED AND FIFTY FIVE ... DOLLARS

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000015500 ⑆

TOUCHDOWN, INC. ITHACA 657

PAID 89-678 89-678
 March 16 1977 89-678 234
 MAR 22 1976
 DELUXE NATIONAL STATE BANK
 89-678 89-678

DAY TO THE ORDER OF Carmine Ippolito \$225.00
 TWO HUNDRED AND TWENTY FIVE ... DOLLARS

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000022500 ⑆

3851 6 8 2 77 MAR 16 400.00-3

WARREN LINEN
FOR DEPOSIT

3851 9 5 7 77 MAR 16 145.00-2

Jessie Kincaid

3851 8 9 6 77 MAR 16 155.00-3

Jessie Kincaid

3851 7 3 8 77 MAR 16 155.00-3

Jessie Kincaid

7850 8 7 3 77 MAR 19 225.00-2

C. J. Kincaid

TOUCHDOWN, INC. ITHACA 658

PAID March 16 1977 89-678 234

DAY TO THE ORDER OF Joseph Lombardo \$ 145.00

ONE HUNDRED AND FORTY FIVE ***** DOLLARS

DELUXE National State Bank ITHACA

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000014500 ⑆

MAR 16 1976
DELUXE NATIONAL STATE BANK

Theodore Amend

TOUCHDOWN, INC. ITHACA 659

PAID March 16 1977 89-678 234

DAY TO THE ORDER OF William Donovan \$ 100.00

ONE HUNDRED ***** DOLLARS

DELUXE National State Bank ITHACA

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000010000 ⑆

MAR 16 1976
DELUXE NATIONAL STATE BANK

Theodore Amend

TOUCHDOWN, INC. ITHACA 660

PAID March 16 1977 89-678 234

DAY TO THE ORDER OF Silvester Haines \$ 185.00

ONE HUNDRED AND EIGHTY FIVE ***** DOLLARS

DELUXE National State Bank ITHACA

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000018500 ⑆

MAR 16 1976
DELUXE NATIONAL STATE BANK

Theodore Amend

TOUCHDOWN, INC. ITHACA 661

PAID March 16 1977 89-678 234

DAY TO THE ORDER OF Theodore Amend \$ 125.00

ONE HUNDRED AND TWENTY FIVE ***** DOLLARS

DELUXE National State Bank ITHACA

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000012500 ⑆

MAR 16 1976
DELUXE NATIONAL STATE BANK

Theodore Amend

TOUCHDOWN, INC. ITHACA 662

PAID March 22 1977 89-678 234

DAY TO THE ORDER OF Jason Alieva \$ 250.00

TWO HUNDRED ***** DOLLARS

DELUXE National State Bank ITHACA

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000025000 ⑆

MAR 22 1976
DELUXE NATIONAL STATE BANK

Theodore Amend

3851 5 7 5 77 MAR 16 145.00-3

Q. Faltbaut

3851 4 7 5 77 MAR 16 100.00-1

William Andersen

3851 8 9 7 77 MAR 16 185.00-2

debra's friend

3851 4 6 8 77 MAR 16 125.00-2

R. J. Anderson

7850 9 7 8 77 MAR 20 250.00-5

John Anderson

TOUCHDOWN, INC. 663
ITHACA

PAID 89-678 89-678
March 23 1977 89-678
234
James Somers S 145.00
One Hundred and Forty-five ***** DOLLARS

DELUXE National State Bank
ITHACA

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 789⑆ 1 23456 789⑆ ⑆0000014500⑆

Hecker Amend

TOUCHDOWN, INC. 664
ITHACA

PAID 89-678 89-678
March 23 1977 89-678
234
Joseph Ryan S 155.00
ONE HUNDRED AND FIFTY-FIVE ***** DOLLARS

DELUXE National State Bank
ITHACA

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 789⑆ 1 23456 789⑆ ⑆0000015500⑆

Hecker Amend

TOUCHDOWN, INC. 665
ITHACA

PAID 89-678 89-678
March 23 1977 89-678
234
John Murray S 155.00
ONE HUNDRED AND FIFTY-FIVE ***** DOLLARS

DELUXE National State Bank
ITHACA

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 789⑆ 1 23456 789⑆ ⑆0000015500⑆

Hecker Amend

TOUCHDOWN, INC. 666
ITHACA

PAID 89-678 89-678
March 23 1977 89-678
234
Carmine Ippolito S 225.00
TWO HUNDRED AND TWENTY-FIVE ***** DOLLARS

DELUXE National State Bank
ITHACA

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 789⑆ 1 23456 789⑆ ⑆0000022500⑆

Hecker Amend

TOUCHDOWN, INC. 667
ITHACA

PAID 89-678 89-678
March 23 1977 89-678
234
Joseph Lombardo S 145.00
ONE HUNDRED AND FORTY-FIVE ***** DOLLARS

DELUXE National State Bank
ITHACA

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 789⑆ 1 23456 789⑆ ⑆0000014500⑆

Hecker Amend

3851 9 7 8 77 MAR 23 145.00-1

Francis Newman

3851 9 9 3 77 MAR 23 155.00-6

J. Murphy

3851 7 5 3 77 MAR 23 155.00-5

J. Murray

7850 7 9 3 77 MAR 24 225.00-3

*E. J. Applegate
A. Queen*

351 7 8 2 77 MAR 23 145.00-4

D. Caldwell

3851 8 6 4 77 MAR 23 100.00-2

William Forester

3851 6 7 5 77 MAR 23 185.00-3

William Forester

3851 9 5 6 77 MAR 23 125.00 3

William Forester

3850 9 6 3 77 MAR 26 1000.00-2

Handwritten notes and stamps

3851 2 1 9 77 MAR 26 1000.00-3

TOUCHDOWN, INC. 673
ITHACA

PAID 89-678 89-678
MAR 30 1978
DELUXE NATIONAL STATE BANK

March 26 1978 89-678
234
\$ 500.00
DOLLARS

DAY TO THE ORDER OF Roger Stone
Five Hundred

DELUXE National State Bank
ITHACA

Frederic Amend

⑆ 2345⑆6789⑆ 123456789⑆ ⑆0000050000⑆

TOUCHDOWN, INC. 674
ITHACA

PAID 89-678 89-678
MAR 30 1978
DELUXE NATIONAL STATE BANK

March 27 1978 89-678
234
\$ 300.00
DOLLARS

DAY TO THE ORDER OF Master C
Three Hundred

DELUXE National State Bank
ITHACA

Frederic Amend

⑆ 2345⑆6789⑆ 123456789⑆ ⑆0000030000⑆

TOUCHDOWN, INC. 675
ITHACA

PAID 89-678 89-678
MAR 30 1978
DELUXE NATIONAL STATE BANK

March 28 1978 89-678
234
\$ 120.00
DOLLARS

DAY TO THE ORDER OF Ellen O
One Hundred Twenty

DELUXE National State Bank
ITHACA

Frederic Amend

⑆ 2345⑆6789⑆ 123456789⑆ ⑆0000012000⑆

TOUCHDOWN, INC. 676
ITHACA

PAID 89-678 89-678
APR 2 1978
DELUXE NATIONAL STATE BANK

March 30 1978 89-678
234
\$ 320.00
DOLLARS

DAY TO THE ORDER OF St G Leaf
Three Hundred Twenty

DELUXE National State Bank
ITHACA

Frederic Amend

⑆ 2345⑆6789⑆ 123456789⑆ ⑆0000032000⑆

TOUCHDOWN, INC. 677
ITHACA

PAID 89-678 89-678
APR 5 1978
DELUXE NATIONAL STATE BANK

March 30 1978 89-678
234
\$ 400.00
DOLLARS

DAY TO THE ORDER OF Chambers National B
Four Hundred

DELUXE National State Bank
ITHACA

Frederic Amend

⑆ 2345⑆6789⑆ 123456789⑆ ⑆0000040000⑆

Register

3450 3 2 5 77 MAR 28 500.00-1

EUROPEAN-AMERICAN BANK

7784 2 1 1 77 MAR 29 300.00-2

GILLEN OFFICE CO.
FOR DEPOSIT
STATE STREET BANK

7850 4 3 6 77 MAR 29 120.00-3

S&G LEASING COMPANY
#413-48

7850 3 2 7 77 MAR 31 320.00-2

CHAMBER NATIONAL BANK
FICA ACCOUNTS DEPT.

834E 7 2 1 77 MAR 03 400.00-1

TOUCHDOWN, INC. ITHACA 678

PAID March 30 1977 \$ 155.00

DAY TO THE ORDER OF Joseph Ryan

ONE HUNDRED AND FIFTY ***** DOLLARS

DELUXE National State Bank ITHACA

DELUXE National State Bank ITHACA

MAR 30 1976 DELUXE NATIONAL STATE BANK

⑆ 2345 6789 ⑆ 123456789 ⑆ 0000015500 ⑆

TOUCHDOWN, INC. ITHACA 679

PAID March 30 1977 \$ 155.00

DAY TO THE ORDER OF John Murray

One Hundred and Fifty ***** DOLLARS

DELUXE National State Bank ITHACA

DELUXE National State Bank ITHACA

MAR 30 1976 DELUXE NATIONAL STATE BANK

⑆ 2345 6789 ⑆ 123456789 ⑆ 0000015500 ⑆

TOUCHDOWN, INC. ITHACA 680

PAID March 30 1977 \$ 225.00

DAY TO THE ORDER OF Carmine Ippolito

TWO HUNDRED AND TWENTY ***** DOLLARS

DELUXE National State Bank ITHACA

DELUXE National State Bank ITHACA

APR 3 1976 DELUXE NATIONAL STATE BANK

⑆ 2345 6789 ⑆ 123456789 ⑆ 0000022500 ⑆

TOUCHDOWN, INC. ITHACA 681

PAID March 30 1977 \$ 145.00

DAY TO THE ORDER OF Joseph Lombardo

ONE HUNDRED AND FORTY ***** DOLLARS

DELUXE National State Bank ITHACA

DELUXE National State Bank ITHACA

MAR 30 1976 DELUXE NATIONAL STATE BANK

⑆ 2345 6789 ⑆ 123456789 ⑆ 0000014500 ⑆

TOUCHDOWN, INC. ITHACA 682

PAID March 30 1977 \$ 100.00

DAY TO THE ORDER OF William Donovan

ONE HUNDRED ***** DOLLARS

DELUXE National State Bank ITHACA

DELUXE National State Bank ITHACA

MAR 30 1976 DELUXE NATIONAL STATE BANK

⑆ 2345 6789 ⑆ 123456789 ⑆ 0000010000 ⑆

3851 7 6 3 77 MAR 30 155.00-3

[Handwritten signature]

3851 3 6 5 77 MAR 30 155.00-2

[Handwritten signature]

7850 8 5 7 77 MAR 31 225.00-2

[Handwritten signature]

3851 6 8 4 77 MAR 30 145.00-2

[Handwritten signature]

3851 7 4 9 77 MAR 30 100.00-4

[Handwritten signature]

TOUCHDOWN, INC. ITHACA 683

DAY TO THE ORDER OF Silvester Haines March 30 19 77 ⁸⁹⁻⁶⁷⁸ 234

ONE HUNDRED AND 85 DOLLARS \$ 185.00

DELUXE National State Bank ITHACA

PAID MAR 30 1976 DELUXE NATIONAL STATE BANK

⑆ 2345⑈6789⑆ ⑆ 23456789⑈ ⑆ 0000018500⑆

Heater Amend

TOUCHDOWN, INC. ITHACA 684

DAY TO THE ORDER OF Theodore Amend March 30 19 77 ⁸⁹⁻⁶⁷⁸ 234

ONE HUNDRED AND 25 DOLLARS \$ 125.00

DELUXE National State Bank ITHACA

PAID MAR 30 1976 DELUXE NATIONAL STATE BANK

⑆ 2345⑈6789⑆ ⑆ 23456789⑈ ⑆ 0000012500⑆

Theodore Amend

TOUCHDOWN, INC. ITHACA 685

DAY TO THE ORDER OF Ajazz Scott April 4 19 77 ⁸⁹⁻⁶⁷⁸ 234

Eight Hundred DOLLARS \$ 825.00

DELUXE National State Bank ITHACA

PAID APR 11 1976 DELUXE NATIONAL STATE BANK

⑆ 2345⑈6789⑆ ⑆ 23456789⑈ ⑆ 0000082500⑆

Theodore Amend

TOUCHDOWN, INC. ITHACA 686

DAY TO THE ORDER OF East Ithaca April 4 19 77 ⁸⁹⁻⁶⁷⁸ 234

One Thousand Six Hundred DOLLARS \$ 1666.66

DELUXE National State Bank ITHACA

PAID APR 10 1976 DELUXE NATIONAL STATE BANK

⑆ 2345⑈6789⑆ ⑆ 23456789⑈ ⑆ 0000166666⑆

Theodore Amend

TOUCHDOWN, INC. ITHACA 687

DAY TO THE ORDER OF James Somers April 6 19 77 ⁸⁹⁻⁶⁷⁸ 234

ONE HUNDRED 45 DOLLARS \$ 145.00

DELUXE National State Bank ITHACA

PAID APR 6 1976 DELUXE NATIONAL STATE BANK

⑆ 2345⑈6789⑆ ⑆ 23456789⑈ ⑆ 0000014500⑆

Theodore Amend

3851 8 6 3 77 MAR 30 185.00-3

Administrative Services

3851 9 4 2 77 MAR 30 125.00-5

McDonald

3850 1 2 5 77 APR 08 225.00-2

AJAZ SOAP CO.
REPUBLIC NAT'L BANK
#101-34-428

3450 0 0 3 77 APR 07 1666.66-4

FIRST BANK OF ITHACA
LOAN ACCT.

3851 4 6 2 77 APR 06 145.00-1

Spencer

TOUCHDOWN, INC.
ITHACA 688

PAID APR 6 1976

April 6 1977 89-678
234

DAY TO THE ORDER OF Joseph Ryan \$ 155.00

One Hundred and Fifty DELUXE NATIONAL STATE BANK DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000015500 ⑆

Heador Amend

TOUCHDOWN, INC.
ITHACA 689

PAID APR 6 1976

April 6 1977 89-678
234

DAY TO THE ORDER OF John Murray \$ 155.00

ONE HUNDRED AND FIFTY DELUXE NATIONAL STATE BANK DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000015500 ⑆

Heador Amend

TOUCHDOWN, INC.
ITHACA 690

PAID APR 12 1976

April 6 1977 89-678
234

DAY TO THE ORDER OF Carmine Ippolito \$ 225.00

TWO HUNDRED AND TWENTY DELUXE NATIONAL STATE BANK DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000022500 ⑆

Heador Amend

TOUCHDOWN, INC.
ITHACA 691

PAID APR 6 1976

April 6 1977 89-678
234

DAY TO THE ORDER OF Joseph Lombardo \$ 145.00

ONE HUNDRED AND FORTY FIVE DELUXE NATIONAL STATE BANK DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000014500 ⑆

Heador Amend

TOUCHDOWN, INC.
ITHACA 692

PAID APR 6 1976

April 6 1977 89-678
234

DAY TO THE ORDER OF William Donovan \$ 100.00

ONE HUNDRED DELUXE NATIONAL STATE BANK DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000010000 ⑆

Heador Amend

3851 4 7 3 77 APR 06 155.00-2

J. Murphy

3851 3 6 5 77 APR 06 155.00-5

J. Murray

7850 3 5 2 77 APR 09 225.00-4

*C. Roberts
A. Riser*

3851 2 7 8 77 APR 06 145.00-3

J. Roberts

3851 2 4 6 77 APR 06 100.00-2

Williamson

TOUCHDOWN, INC. 693
ITHACA

PAID April 6 1977 \$ 185.00
APR 6 1976
DELUXE NATIONAL STATE BANK

DAY TO THE ORDER OF Silvester Haines
ONE HUNDRED AND EIGHTY-FIVE DOLLARS

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 789⑆ 123456789⑆ ⑈000018500⑆

TOUCHDOWN, INC. 694
ITHACA

PAID April 6 1977 \$ 125.00
APR 6 1976
DELUXE NATIONAL STATE BANK

DAY TO THE ORDER OF Theodore Amend
One Hundred and twenty-five DOLLARS

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 789⑆ 123456789⑆ ⑈000012500⑆

TOUCHDOWN, INC. 695
ITHACA

PAID April 6 1977 \$ 537.00
APR 6 1976
DELUXE NATIONAL STATE BANK

DAY TO THE ORDER OF Consolidated
Three Hundred and thirty-seven DOLLARS

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 789⑆ 123456789⑆ ⑈0000033700⑆

TOUCHDOWN, INC. 696
ITHACA

PAID April 8 1977 \$ 165.00
APR 11 1976
DELUXE NATIONAL STATE BANK

DAY TO THE ORDER OF American Telephone
One Hundred and sixty-five DOLLARS

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 789⑆ 123456789⑆ ⑈0000016500⑆

TOUCHDOWN, INC. 697
ITHACA

PAID April 9 1977 \$ 175.00
APR 17 1976
DELUXE NATIONAL STATE BANK

DAY TO THE ORDER OF Commissioner
One Hundred and seventy-five DOLLARS

DELUXE National State Bank ITHACA

⑆ 2345 ⑆ 789⑆ 123456789⑆ ⑈0000017500⑆

3951 7 3 1 77 APR 06 185.00-4

Robert H. Howard

3851 5 3 1 77 APR 06 125.00-1

William A. Howard

9826 2 2 5 77 APR 08 337.00-6

CON EDISON
ACCT. 17115-619

9826 2 0 0 77 APR 10 165.00-2

AMER. TEL.

4450 2 3 4 77 APR 14 175.00-2

DEPT. OF TAXATION &
FINANCE

TOUCHDOWN, INC. ITHACA 698

PAID APR 14 1976 DELUXE NATIONAL STATE BANK ITHACA

April 9 1977 \$ 105.00 FIVE DOLLARS

DAY TO THE ORDER OF Ithaca Tax One Hundred

DELUXE National State Bank ITHACA

⑆2345⑈6789⑆ ⑆23456789⑈ ⑆000010500⑆

Richard Amend

TOUCHDOWN, INC. ITHACA 699

PAID APR 18 1976 DELUXE NATIONAL STATE BANK ITHACA

April 11 1977 \$ 65.00 SIXTY FIVE DOLLARS

DAY TO THE ORDER OF Employment Security Trustees

DELUXE National State Bank ITHACA

⑆2345⑈6789⑆ ⑆23456789⑈ ⑆000006500⑆

Richard Amend

TOUCHDOWN, INC. ITHACA 700

PAID APR 18 1976 DELUXE NATIONAL STATE BANK ITHACA

April 13 1977 \$ 100.00 ONE HUNDRED DOLLARS

DAY TO THE ORDER OF Industrial Mfg. Co.

DELUXE National State Bank ITHACA

⑆2345⑈6789⑆ ⑆23456789⑈ ⑆0000110000⑆

Richard Amend

TOUCHDOWN, INC. ITHACA 701

PAID APR 19 1976 DELUXE NATIONAL STATE BANK ITHACA

April 13 1977 \$ 65.00 SIXTY FIVE DOLLARS

DAY TO THE ORDER OF Vericker Six Hundred

DELUXE National State Bank ITHACA

⑆2345⑈6789⑆ ⑆23456789⑈ ⑆0000065000⑆

Richard Amend

TOUCHDOWN, INC. ITHACA 702

PAID APR 13 1976 DELUXE NATIONAL STATE BANK ITHACA

April 13 1977 \$ 145.00 ONE HUNDRED AND FORTY FIVE DOLLARS

DAY TO THE ORDER OF James Somers

DELUXE National State Bank ITHACA

⑆2345⑈6789⑆ ⑆23456789⑈ ⑆000014500⑆

Richard Amend

CITY COLLECTOR
TAX DEPT.

3450 3 7 1 77 APR 11 105.00-3

ITHACA BANK

7850 8 5 2 77 APR 15 65.00-4

*James M. ...
V. ...
To Deposit with
V. ...*

7850 1 2 1 77 APR 15 1100.00-4

VERICKER REALTY
FOR DEPOSIT ONLY

7850 1 2 1 77 APR 16 650.00-3

James M. ...

3851 2 3 1 77 APR 13 145.00-3

TOUCHDOWN, INC. ITHACA 703

DAY TO THE ORDER OF: Joseph Ryan \$ 155.00

ONE HUNDRED FIFTY FIVE ***** DOLLARS

DELUXE National State Bank ITHACA

APR 13 1977 89-678 234

PAID APR 13 1976 DELUXE NATIONAL STATE BANK

89-678 89-678

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000015500 ⑆

Header Amend

TOUCHDOWN, INC. ITHACA 704

DAY TO THE ORDER OF: John Murray \$ 155.00

ONE HUNDRED FIFTY FIVE ***** DOLLARS

DELUXE National State Bank ITHACA

APR 13 1977 89-678 234

PAID APR 13 1976 DELUXE NATIONAL STATE BANK

89-678 89-678

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000015500 ⑆

Header Amend

TOUCHDOWN, INC. ITHACA 705

DAY TO THE ORDER OF: Carmine Ippolito \$ 225.00

TWO HUNDRED AND TWENTY FIVE ***** DOLLARS

DELUXE National State Bank ITHACA

APR 13 1977 89-678 234

PAID APR 13 1976 DELUXE NATIONAL STATE BANK

89-678 89-678

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000022500 ⑆

Header Amend

TOUCHDOWN, INC. ITHACA 706

DAY TO THE ORDER OF: Joseph Lombardo \$ 145.00

ONE HUNDRED AND FORTY FIVE ***** DOLLARS

DELUXE National State Bank ITHACA

APR 13 1977 89-678 234

PAID APR 13 1976 DELUXE NATIONAL STATE BANK

89-678 89-678

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000014500 ⑆

Header Amend

TOUCHDOWN, INC. ITHACA 707

DAY TO THE ORDER OF: William Donovan \$ 100.00

ONE HUNDRED ***** DOLLARS

DELUXE National State Bank ITHACA

APR 13 1977 89-678 234

PAID APR 13 1976 DELUXE NATIONAL STATE BANK

89-678 89-678

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000010000 ⑆

Header Amend

3851 6 4 2 77 APR 13 155.00-1

Stanger

3851 1 4 3 77 APR 13 155.00-3

J. Murray

2850 1 1 4 77 APR 15 225.00-2

*C. H. Harris
A. Spencer*

3851 6 4 4 77 APR 13 145.00-4

V. Korbak

3851 2 5 3 77 APR 13 100.00-4

William Darter

TOUCHDOWN, INC. 708
ITHACA

DAY TO THE ORDER OF Silvester April 13 1977 ⁸⁹⁻⁶⁷⁸ 234
\$ 185.00

ONE HUNDRED AND Eighty Five DOLLARS

DELUXE National State Bank
ITHACA

PAID APR 13 1976
DELUXE NATIONAL STATE BANK

⑆ 2345⑆6789⑆ 123456789⑆ ⑈000018500⑈

TOUCHDOWN, INC. 709
ITHACA

DAY TO THE ORDER OF Theodore Amend April 13 1977 ⁸⁹⁻⁶⁷⁸ 234
\$ 125.00

ONE HUNDRED AND Twenty Five DOLLARS

DELUXE National State Bank
ITHACA

PAID APR 13 1976
DELUXE NATIONAL STATE BANK

⑆ 2345⑆6789⑆ 123456789⑆ ⑈000012500⑈

TOUCHDOWN, INC. 710
ITHACA

DAY TO THE ORDER OF CASH April 17 1977 ⁸⁹⁻⁶⁷⁸ 234
\$ 40.00

FOUR DOLLARS

DELUXE National State Bank
ITHACA

PAID APR 17 1976
DELUXE NATIONAL STATE BANK

⑆ 2345⑆6789⑆ 123456789⑆ ⑈0000040000⑈

TOUCHDOWN, INC. 711
ITHACA

DAY TO THE ORDER OF Royal Ithaca April 15 1977 ⁸⁹⁻⁶⁷⁸ 234
Five Hundred Sixty \$ 560.00

DOLLARS

DELUXE National State Bank
ITHACA

PAID APR 25 1976
DELUXE NATIONAL STATE BANK

⑆ 2345⑆6789⑆ 123456789⑆ ⑈0000056000⑈

TOUCHDOWN, INC. 712
ITHACA

DAY TO THE ORDER OF Three Dollars April 18 1977 ⁸⁹⁻⁶⁷⁸ 234
Three Dollars \$ 3.00

DOLLARS

DELUXE National State Bank
ITHACA

PAID APR 26 1976
DELUXE NATIONAL STATE BANK

⑆ 2345⑆6789⑆ 123456789⑆ ⑈0000030000⑈

Edw. H. Harris

3351 9 3 8 77 APR 13 185.00-6

Robert A. Reed *Robert A. Reed*

3351 5 8 3 77 APR 13 125.00-3

3351 6 5 8 77 APR 17 400.00-2

ROYAL ITHACAN HOTEL
FOR DEPOSIT
FIRST ITHACA BANK

3450 3 9 2 77 APR 23 550.00-4

Pee Wee Football Club
Scholarship Fund
First National Bank of
Oneida

3450 2 1 4 77 APR 23 3000.00-2

TOUCHDOWN, INC. 713
ITHACA

PAID 89-678 89-678
APR 20 19 77 89-678 234
APR 20 1976 S 145.00
DAY TO THE ORDER OF James Somers
One Hundred and Forty-Five ***** DOLLARS
DELUXE National State Bank ITHACA
DELUXE NATIONAL STATE BANK
89-678 89-678
⑆12345⑆6789⑆ 123456789⑆ ⑆0000014500⑆

TOUCHDOWN, INC. 714
ITHACA

PAID 89-678 89-678
APR 20 19 77 89-678 234
APR 20 1976 S 155.00
DAY TO THE ORDER OF Joseph Ryan
ONE HUNDRED ***** DOLLARS
DELUXE National State Bank ITHACA
DELUXE NATIONAL STATE BANK
89-678 89-678
⑆12345⑆6789⑆ 123456789⑆ ⑆0000015500⑆

TOUCHDOWN, INC. 715
ITHACA

PAID 89-678 89-678
APR 20 19 77 89-678 234
APR 20 1976 S 155.00
DAY TO THE ORDER OF John Murray
ONE HUNDRED AND FIFTY ***** DOLLARS
DELUXE National State Bank ITHACA
DELUXE NATIONAL STATE BANK
89-678 89-678
⑆12345⑆6789⑆ 123456789⑆ ⑆0000015500⑆

TOUCHDOWN, INC. 716
ITHACA

PAID 89-678 89-678
APR 20 19 77 89-678 234
APR 26 1976 S 225.00
DAY TO THE ORDER OF Garvine Ippolito
Two Hundred and Twenty-Five ***** DOLLARS
DELUXE National State Bank ITHACA
DELUXE NATIONAL STATE BANK
89-678 89-678
⑆12345⑆6789⑆ 123456789⑆ ⑆0000022500⑆

TOUCHDOWN, INC. 717
ITHACA

PAID 89-678 89-678
APR 20 19 77 89-678 234
APR 20 1976 S 145.00
DAY TO THE ORDER OF Joseph Lombardo
One Hundred and Forty-Five ***** DOLLARS
DELUXE National State Bank ITHACA
DELUXE NATIONAL STATE BANK
89-678 89-678
⑆12345⑆6789⑆ 123456789⑆ ⑆0000014500⑆

3851 8 5 7 77 APR 20 145.00-1

James Schmidt

3851 9 7 3 77 APR 20 155.00-3

[Signature]

3851 9 4 8 77 APR 20 155.00-4

[Signature]

3850 0 4 4 77 APR 23 225.00-6

[Signature]

3851 8 3 0 77 APR 20 145.00-2

[Signature]

TOUCHDOWN, INC. 718
ITHACA

PAID APR 20 19 77 89-678 234
\$ 100.00

DAY TO THE ORDER OF William Donovan
One Hundred DOLLARS

DELUXE National State Bank ITHACA

DELUXE NATIONAL STATE BANK

⑆2345⑈6789⑆ 123456789⑈ ⑈0000010000⑈

TOUCHDOWN, INC. 719
ITHACA

PAID APR 20 19 77 89-678 234
\$ 185.00

DAY TO THE ORDER OF Silvester Haines
ONE HUNDRED AND EIGHTY FIVE DOLLARS

DELUXE National State Bank ITHACA

DELUXE NATIONAL STATE BANK

⑆2345⑈6789⑆ 123456789⑈ ⑈0000018500⑈

TOUCHDOWN, INC. 720
ITHACA

PAID APR 20 19 77 89-678 234
\$ 125.00

DAY TO THE ORDER OF Theodore Amend
ONE HUNDRED AND TWENTY FIVE DOLLARS

DELUXE National State Bank ITHACA

DELUXE NATIONAL STATE BANK

⑆2345⑈6789⑆ 123456789⑈ ⑈0000012500⑈

TOUCHDOWN, INC. 721
ITHACA

PAID APR 23 19 77 89-678 234
\$ 225.00

DAY TO THE ORDER OF Master Charge
Two Hundred Twenty-Five DOLLARS

DELUXE National State Bank ITHACA

DELUXE NATIONAL STATE BANK

⑆2345⑈6789⑆ 123456789⑈ ⑈0000022500⑈

TOUCHDOWN, INC. 722
ITHACA

PAID APR 23 19 77 89-678 234
\$ 150.00

DAY TO THE ORDER OF J-R E
One Hundred Fifty DOLLARS

DELUXE National State Bank ITHACA

DELUXE NATIONAL STATE BANK

⑆2345⑈6789⑆ 123456789⑈ ⑈0000150000⑈

3851 4 7 5 77 APR 20 100.00-1

William Dencker

3851 9 7 0 77 APR 20 185.00-2

Amirte Dennis

3851 8 0 3 77 APR 20 125.00-1

Richard Lund

7784 0 0 5 77 APR 27 225.00-2

EUROPEAN-AMERICAN BANK

3850 8 7 1 77 APR 27 1500.00-5

J&R ELECTRIC COMPANY
SYRACUSE NAT'L BANK

TOUCHDOWN, INC. 723
ITHACA

PAID 89-678 89-678
MAY 3 1976
DELUXE NATIONAL STATE BANK
89-678 89-678

Day TO THE ORDER OF Women's April 25 1977 89-678 234
Five Hundred \$ 500.00
DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345⑈6789⑆ ⑆ 23456789⑆ ⑆0000056000⑆

Merida Amend

TOUCHDOWN, INC. 724
ITHACA

PAID 89-678 89-678
MAY 4 1976
DELUXE NATIONAL STATE BANK
89-678 89-678

Day TO THE ORDER OF A Jazz April 26 1977 89-678 234
Seven Hundred \$ 755.00
DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345⑈6789⑆ ⑆ 23456789⑆ ⑆0000075500⑆

Merida Amend

TOUCHDOWN, INC. 725
ITHACA

PAID 89-678 89-678
APR 27 1976
DELUXE NATIONAL STATE BANK
89-678 89-678

Day TO THE ORDER OF James Somers April 27 1977 89-678 234
One Hundred and Forty \$ 145.00
DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345⑈6789⑆ ⑆ 23456789⑆ ⑆0000014500⑆

Merida Amend

TOUCHDOWN, INC. 726
ITHACA

PAID 89-678 89-678
APR 27 1976
DELUXE NATIONAL STATE BANK
89-678 89-678

Day TO THE ORDER OF John Murray April 27 1977 89-678 234
ONE HUNDRED AND \$ 155.00
DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345⑈6789⑆ ⑆ 23456789⑆ ⑆0000015500⑆

Merida Amend

TOUCHDOWN, INC. 727
ITHACA

PAID 89-678 89-678
MAY 2 1976
DELUXE NATIONAL STATE BANK
89-678 89-678

Day TO THE ORDER OF Carmine Ippolite April 27 1977 89-678 234
TWO HUNDRED AND TWENTY \$ 225.00
DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345⑈6789⑆ ⑆ 23456789⑆ ⑆0000022500⑆

Merida Amend

3851 0 8 4 77 APR 29 . 560.00-3.

WARREN LINEN
FOR DEPOSIT

3850 9 2 7. 77 APR 30 755.00-2

ALAZ SOAP CO.
REPUBLIC NAT'L BANK
#101-34-428

3851 6 5 0 77 APR 27 145.00-5

James Williams

3851 9 9 8 77 APR 27 155.00-2

Murray

7850 0 3 9 77 APR 29 225.00-3

*C. J. Spivey
A. Spivey*

TOUCHDOWN, INC. 728
ITHACA

PAID 89-678 89-678
APR 27 19 77 89-678
APR 27 1976 234
\$ 145.00

DAY TO THE ORDER OF Joseph Lombardo

ONE HUNDRED AND FORTY FIVE ***** DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000014500 ⑆

TOUCHDOWN, INC. 729
ITHACA

PAID 89-678 89-678
APR 27 19 77 89-678
APR 27 1976 234
\$ 100.00

DAY TO THE ORDER OF William Donovan

ONE HUNDRED ***** DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000010000 ⑆

TOUCHDOWN, INC. 730
ITHACA

PAID 89-678 89-678
APR 27 19 77 89-678
APR 27 1976 234
\$ 185.00

DAY TO THE ORDER OF Silvester Haines

ONE HUNDRED AND EIGHTY FIVE ***** DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000018500 ⑆

TOUCHDOWN, INC. 731
ITHACA

PAID 89-678 89-678
APR 27 19 77 89-678
APR 27 1976 234
\$ 125.00

DAY TO THE ORDER OF Theodore Amend

ONE HUNDRED AND TWENTY FIVE ***** DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000012500 ⑆

TOUCHDOWN, INC. 732
ITHACA

PAID 89-678 89-678
APR 27 19 77 89-678
APR 27 1976 234
\$ 155.00

DAY TO THE ORDER OF Joseph Ryan

ONE HUNDRED AND FIFTY FIVE ***** DOLLARS

DELUXE National State Bank
ITHACA

⑆ 2345 ⑆ 6789 ⑆ 123456789 ⑆ 0000015500 ⑆

3851 7 3 9 77 APR 27 145.00-3

Q. J. ...

3851 9 3 1 77 APR 27 100.00-4

Wanda ...

3851 8 4 2 77 APR 27 185.00-3

... ..

3851 8 5 1 77 APR 27 125.00-2

... ..

3851 7 8 4 77 APR 27 155.00-2

... ..

TOUCHDOWN, INC. ITHACA 733

89-678 89-678

PAID

APR 28 1977 89-678 234

DAY TO THE ORDER OF T. Alan Alton Five Hundred DOLLARS

MAY 3 1976

DELUXE NATIONAL STATE BANK

DELUXE National State Bank ITHACA

89-678 89-678

⑆ 2345⑆6789⑆ 123456789⑆ ⑆0000025000⑆

[Signature]

TOUCHDOWN, INC. ITHACA 734

89-678 89-678

PAID

APR 28 1977 89-678 234

DAY TO THE ORDER OF Derrick J. ... One Thousand DOLLARS

MAY 6 1976

DELUXE NATIONAL STATE BANK

DELUXE National State Bank ITHACA

89-678 89-678

⑆ 2345⑆6789⑆ 123456789⑆ ⑆0000100000⑆

[Signature]

TOUCHDOWN, INC. ITHACA 735

89-678 89-678

PAID

APR 28 1977 89-678 234

DAY TO THE ORDER OF Alan G. ... One Thousand DOLLARS

MAY 5 1976

DELUXE NATIONAL STATE BANK

DELUXE National State Bank ITHACA

89-678 89-678

⑆ 2345⑆6789⑆ 123456789⑆ ⑆0000100000⑆

[Signature]

3851 4 6 3 77 APR. 30 250.00-1

John Alward

3851 2 1 5 77 MAY 03 1000.00-3

B. Faced

3850 5 4 7 77 MAY 02 1000.00-2

A. Gullian

Guide: Workshop #2 - Analyzing Corporate Records

There are obviously several places to begin, the appropriateness of each being determined in large measure by the sophistication of the students and the particular insights of the first student to volunteer. The following observations about Touchdown's corporate activity are therefore not set out in any specific order. Each should be checked off as the point is made, and then reviewed to insure that none were overlooked.

While it is clear that Touchdown sought to hide its true ownership and to disguise certain payments, some of its attempts were transparent. The students should discuss alternative methods by which the transactions could have been accomplished, and what, if any, leads those methods would have left for investigators to pursue.

1) J. Sommers, J. Ryan, J. Murray, J. Lombardo, W. Donovan, S. Haines, and T. Amend appear to be actual employees of Touchdown. Payroll checks are typed since they are all issued at one time. Haines is known to be the Ace's locker room employee. Murray signs the delivery receipts as the purchasing agent. Amend is the accountant and signs the corporate checks. These employees deposit or cash their paychecks on pay day. Checks made out to Carmine Ippolito on the other hand contain a second endorsement, "A. Rucci." These checks are generally cashed two or three days after

pay day. Vincent Rucci's wife's name is Alice.

2) R.H. Schwartz is an attorney who has billed Touchdown for what appears from the invoice to be a matrimonial case as well as traditional corporate matters. The fact that a \$3,000 check was deposited to an escrow account indicates that the payment may have been made as a settlement rather than for legal services.

3) R&D Detergent received a payment of \$1,400 from Touchdown. There is, however, no delivery ticket indicating a receipt of supplies from R&D as there is in the cases of Ajaz, Warren Linen, Gillen Office Supply, etc. While the lack of a delivery ticket may indicate nothing more than sloppiness, the fact that R&D is a second soap company (Ajaz is the primary supplier) makes the irregularity very suspicious.

4) Industrial Machines Co., which leases the washing equipment and dryers to Touchdown is, according to the intelligence report, one of Rucci's business interests. Moreover, the address of the company, 1425 St. George Avenue, is Rucci's home. At the appropriate time the terms of the lease between IMC and Touchdown should be explored. Note the previously uninvoiced lease payments and the fact that the checks to IMC, R&D, and Ippolito are all cashed or deposited at the same bank.

5) Touchdown is making payments to S&G leasing for a car which is used by Rucci's wife. It is also paying for maintenance.

6) A payment to J&R Electric Company, billed to Touchdown, was for work actually done on Rucci's home. An

examination of the invoice will reflect that it was the type of work done on a personal residence and it was billed to Touchdown at the St. George Avenue address.

7) The Master Charge payments, charged to T&E, should be investigated in the future, as should the payment to the Royal Ithacan.

8) "Roger Stone" received a consulting fee of \$500. Roger Stoneton is an associate of Rucci's. A consultant expense is a convenient category in which to bury an improper payment.

9) Touchdown leases its office space from Vericker Realty and provides cleaning services to several of Vericker's lessees. Note that the charges to Vericker are consistently lower (almost 50%) than the amounts billed to other customers on floors in the same building. Unless Vericker manages only half floors, this is a substantial discount. Investigators should determine whether Touchdown is paying a higher rental to Vericker than the market calls for. If requested, the section leader should provide students with the Vericker Realty partnership agreement (a public record filed with the county clerk) which discloses that one of the partners is Carl Danby, a Rucci associate.

10) Although the second bank loan is for \$50,000, only \$40,000 is accounted for in the cash receipts ledger. Note that Rucci is not a co-signer for that loan, and hence, once the first is paid off he is no longer obligated. (The 1st could of course be satisfied with the proceeds of the 2nd). As to the obligations of Fusco and Gullan see UCC §3-403.

11) The petty cash figure for April was \$200 more than

that in March. This would not ordinarily be suspicious but it does coincide roughly with an "extra pay check" for Sonny (Conv. of 4/2).

From two months of records it appears that although Touchdown has a cash income of almost \$20,500/month, it is running at a loss. This is dramatically indicated by the increasing accounts payable balance (bottom of purchase log) which rose from 30 days of purchases at the end of February to 60 at the end of April (not including the potentially substantial Spare Hands Inc. bill due May 15). The reason is fairly clear: all available cash is being siphoned out of the company. The result is that if it is advantageous to keep Touchdown solvent (e.g. to obtain inside sports information), Touchdown will remain solvent. As soon as desired, however, Touchdown can fold, without leaving assets to pay creditors.



Workshop #3:
Third Party Records

Workshop #3 - Third Party Records

Premise: During the first week of May, 1977, the unit head was briefed on the analysis of Touchdown's books. After reviewing the PSA decisions and the office file on Commissioner Saline, he asked an assistant to conduct an investigation for the purpose of determining if there was any impropriety or criminal activity involved in the licensing of Touchdown.

- Problem: I. Devise an investigative plan.
- II. Subpoena and analyze relevant documents and records.
- III. Pursue leads revealed by the investigation.



POLICE DEPARTMENT
Ithaca.

To: Commanding Officer DAOS
From: Detective Kevin Lowe, OCS
Re: Touchdown, Inc.
Date: May 5, 1977

Pursuant to a request of the District Attorney and at your direction I obtained copies of two (2) decisions of the Professional Sports Authority dated 11/28/76 and 1/25/77. According to the decisions, Touchdown, Inc., was first denied and then granted, a professional sports license. The determining vote in each case was that of Commissioner Joseph Saline.

Attached hereto are copies of the decisions and the relevant portions of our file on Commissioner Saline.



PROFESSIONAL SPORTS AUTHORITY

In the Matter of the Application to)
license TOUCHDOWN CORPORATION and) FINDINGS OF FACT
its employees, officers, and directors) AND
pursuant to Executive Law §1403) CONCLUSIONS OF LAW

Pursuant to notice, the above matter came on regularly for hearing on the 20th day of November 1976. Present as counsel were: Peter Kurse and Edward Driscon, Assistant Attorneys General, and R.H. Schwartz, attorney for Touchdown Corporation. Testimony and exhibits were taken and the arguments of respective counsel were presented and completed. In view of our findings and decision, we have considered only the application of Touchdown, Inc. for a license, and except as is otherwise implied in this opinion do not determine the suitability of its employees, officers or directors to hold individual licenses.

Based upon the record of testimony, exhibits, and evidence the Professional Sports Authority enters its:

FINDINGS OF FACT

The Principal officers of the applicant corporation, Dominic Fusco, and Alfred Gullan do not possess the responsibility and character which would justify the Commission to conclude that their participation in a commercial capacity would be in the best interests of professional sports generally. The Commission has heard inter alia sworn testimony to the following effect:

- a) Dominic Fusco has been arrested and tried for

felonious assault. Although Mr. Fusco was acquitted after certain evidence was suppressed the Commission has reviewed the case file and is convinced that had all the evidence been admitted, the verdict would have been "guilty."

b) Alfred Gullan has been observed and photographed on many occasions in the company of known criminals.

c) A partial conversation between Dominic Fusco and Alfred Gullan was overheard by a Commission staff member outside the Commission hearing room, during a recess in the course of the hearings. According to the staff member's uncontradicted testimony, Mr. Fusco stated to Mr. Gullan, "If the f--- didn't drop the f----- pass, I'd be collecting rather than paying."

CONCLUSIONS OF LAW

1) Paragraphs (a) and (b) of the Findings of Fact demonstrate that Dominic Fusco and Alfred Gullan have either backgrounds or acquaintances criminal in nature. While neither constitutes grounds for automatic disqualification under §1403(5)(c), both are indicative of a lack of general fitness to participate in professional sports activity.

2) Paragraph (c) demonstrates the participation of Mr. Fusco in gambling activity. We specifically hold that as a matter of law, the conversation is insufficient to prove professional gambling (§1403(5)(c)(2)). However, participation by an individual in any form of sports betting is a presumptive showing of unfitness (§1403(5)(b)).

3) A corporation's fitness to be licensed is dependant upon the fitness of its officers or directors to be licensed.

Decision

The application of Touchdown, Inc., to be licensed by the Professional Sports Authority under Executive Law §1403 is denied. The application to license the employees, officers, and directors, of the same corporation is therefore, moot.

Myron Durang
Myron Durang, Chairman

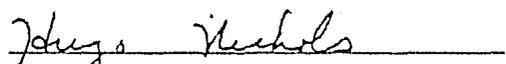
Joseph Saline
Joseph Saline, Commissioner

Dissent

I respectfully disagree with the conclusions reached by my fellow commissioners as to the fitness of Mr. Fusco, Mr. Gullan and Touchdown, Inc., to be licensed. This commission ought not deprive any person of a right to earn a lawful living except under clear and compelling circumstances. Such circumstances are not here present.

Mr. Fusco was acquitted of assault charges eight years ago. The presumption of innocence which surrounded him prior to the jury verdict is now an established fact. Mr. Gullan's association with known criminals is hardly incapacitating. He enjoys the 1st Amendment rights guaranteed by the Federal Constitution - and there has been no showing that he abused those rights. Finally, if every better were to be disqualified from obtaining a license, we would be compelled to resign our positions, for there would be nothing for us to do.

I have consistently maintained this position from the day I was sworn as a commissioner, and by doing so have regularly been the dissenter in 2-1 votes. I continue to implore the legislature to make more definite the criteria we are to apply in deciding whether persons may pursue gainful employment.


Hugo Nichols, Commissioner

PROFESSIONAL SPORTS AUTHORITY

In the Matter of the Application to)
license TOUCHDOWN CORPORATION, and) FINDINGS OF FACT
its employees, officers, and directors) AND
pursuant to Executive Law §1403) CONCLUSIONS OF LAW

Pursuant to notice, the above matter came on for re-hearing on the 25th day of January 1977. Present as counsel were: Peter Kurse and Edward Driscon, Assistant Attorneys General, and R.H. Schwartz, attorney for Touchdown Corporation. Testimony and exhibits were taken and the arguments of respective counsel were presented and completed.

Based upon the record of testimony, exhibits, and evidence the Professional Sports Authority enters its:

FINDINGS OF FACT

See findings of the Commission, dated November 28, 1976, (a), (b), and (c).

CONCLUSIONS OF LAW

See dissenting opinion of Commissioner Nichols, dated November 28, 1976.

Decision

The decision of the authority dated November 28, 1976, is vacated. Touchdown, Inc., and its present directors, officers and employees (see schedule A, attached), are hereby granted licenses which authorizes said individuals

and corporation to participate in professional sports activities in accordance with executive law §1403.

Hugo Nichols
Hugo Nichols, Commissioner

Joseph Saline
Joseph Saline, Commissioner

I respectfully dissent on the decision of the Authority of 11/28/76.

Myron Durang
Myron Durang, Chairman

SALINE, Joseph

File # Pub 75-1025

Appt'd PSA CommArticle Union-Dispatch
1/9/75

Trip to Las VegasUnion-Dispatch
1/2/77

Anonymous letter. 1/5/77

MEMORANDUM

To: File
From: ADA Spencer Takell
Re: Anon. letter of 1/8/77 (attached)
Date: 1/12/77

On 1/9/77 I called Comm. Joseph Saline of the Professional Sports Authority and inquired as to any trip he may have recently taken. He advised that he had just returned from Las Vegas via New York. When asked about the circumstances, he replied that it was a regular vacation, he and his wife had gone for ten days, and he had paid for everything.

After I indicated the basis for my call, he noted that a "snide" article had appeared in the Union-Dispatch and the letter was probably from a crank who had read it.

I agree. File closed as of the date. Commissioner Saline notified of the disposition.

Who paid for the trip through Solome
to be in Dec?

RECEIVED
'77 JAN 5 AM 8:14
DISTRICT ATTORNEY'S OFFICE

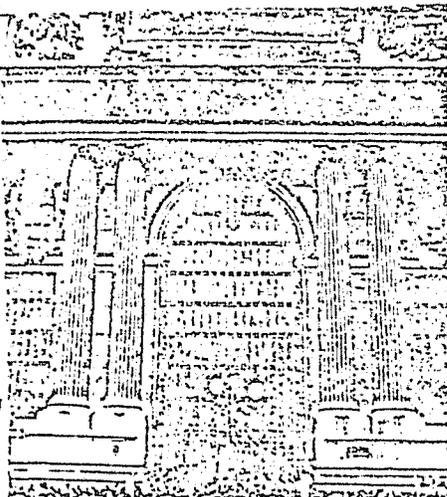
Assign to ADA TAKELL -
Looks like a nut! - Call
the Commissioner and if he gives a
Memorable Answer, close it out with
a memo to be file. 

*Union Dispatch
1/2/79*

PUBLIC OFFICIALS SCARCE IN DECEMBER

Getting in touch with your duly elected or appointed public servant may be difficult around this time of year, according to a survey taken by the Union-Dispatch. Calls to a random sample of 25 public officials yesterday disclosed that more than half were away from their desks, and most of those away from the state.

A spokesman for "hizzoner," noted that even the mayor needs a break from municipal troubles once in a while. This reporter was assured that Mayor Andres will return from the Carribean "refreshed and ready to tackle the exhausting affairs of the city." The governor's press aide was as protective, noting that his boss was in Hawaii "on official business" attending the State Executives Convention.



While the taxpayer labored this week shoveling snow from his sidewalk or driveway the following officials were brushing beach sand from their bathingsuits: Conrad Ogilvy (Department of Transportation), A.L. Feedback (Consumer Affairs), David Turke (Health Services), and Arthur Grossvail (Education). Each was on vacation. Seven other public servants were away in pursuit of state business.

WHO'S MINDING THE STORE

Perhaps the most fortunate traveler of all was Professional Sports Authority Commissioner, Joseph Saline, who, appropriately enough, spent the last ten days in the City of Games, --Las Vegas. Reached in his office, as he returned, Commissioner Saline reported that his vacation was well spent, "I saw some good shows, ate some good food, and even won some money."

Ah the woes of public service.

[Pages 139-49 are not to be given out prior to class, but during class, as indicated in the Guide]

UNITED Airlines		520 445 645	
JFK	7/5	7/21	9 ^{am}
LAS VEGAS	7/5	7/21	10 ^{am}
JFK			
111332			
520 445 645			
3015 010000 0000		00 12.77	

DINERS CLUB

100 WALL STREET • NEW YORK, N.Y. 10019 • TELEPHONE (212) 251-1500 • CABLE "DINERS CLUB" N.Y.

Office of the District Attorney
Ithaca County
Ithaca

Dear Sir:

Below is an itemization of account #3815 019088 0004
(Saline, Joseph) from August, 1976 to March, 1977 inclusive.

A. Barton Penny
A. Barton Penny
Legal Division

YEAR	BAL. PREV.	PAYMENT	CREDIT ADJ.	MEM. FEE	CHARGES	DEBIT ADJ.	LATE CHARGE	TOTAL DUE
Aug.	134.87	134.87			315.26			315.26
Sept.	315.26	65.26			95.75		2.50	348.25
Oct.	348.25	348.25			47.65			47.65
Nov.	47.65	47.65			154.00			154.00
Dec.	154.00	154.00			3029.82			3029.82
Jan. 1977	3029.82	3029.82			34.75			34.75
Feb.	34.75	34.75			158.97			158.97
Mar.	158.97							

(2/73)

3015 019088 0004
 JCS SALINE
 DC 12/77

DINERS CLUB
 10 COLUMBUS CIRCLE
 NEW YORK, NY 10019

ESTABLISHMENT		RECORD OF CHARGE	
AVIS 64-743354-8664 RENT A CAR DIVISION LAS VEGAS		228.60	AMT FOR PURCHASE OF SERVICE OR MERCH.
		8.30	TAXES
			TIPS
CARDHOLDER'S SIGNATURE <i>X Jorge Saline</i>		236.90	TOTAL
DATE		FORM DC 300 REV 7/77 PRINTED IN U.S.A.	
12-30-76		DINERS CLUB COPY	
THE AMOUNT OF THE CHARGES RECORDED HEREON WERE INCURRED BY ME AND RECEIPT OF THE SERVICE OR MERCHANDISE IS HEREBY ACKNOWLEDGED BY ME.			
CREDIT APPROVAL			
4932318			

3015 019088 0004
 JCS SALINE
 DC 12/77

DINERS CLUB
 10 COLUMBUS CIRCLE
 NEW YORK, NY 10019

ESTABLISHMENT		RECORD OF CHARGE	
Caesars Palace LAS VEGAS 64-856864-8864		157.50	AMT FOR PURCHASE OF SERVICE OR MERCH.
		53.42	TAXES
			TIPS
CARDHOLDER'S SIGNATURE <i>X Jorge Saline</i>		156.92	TOTAL
DATE		FORM DC 300 REV 7/77 PRINTED IN U.S.A.	
12/21/76		DINERS CLUB COPY	
THE AMOUNT OF THE CHARGES RECORDED HEREON WERE INCURRED BY ME AND RECEIPT OF THE SERVICE OR MERCHANDISE IS HEREBY ACKNOWLEDGED BY ME.			
CREDIT APPROVAL			
2392314			

I ACKNOWLEDGE RECEIPT OF TICKET(S) AND/OR COUPONS FOR RELATED CHARGES DESCRIBED HEREON. PAYMENT IN FULL TO BE MADE WHEN BILLED OR IN EXTENDED PAYMENTS IN ACCORDANCE WITH STANDARD POLICY OF COMPANY ISSUING CARD AND AS REFLECTED IN APPLICABLE TARIFFS.

UNIVERSAL CREDIT CARD CHARGE FORM

UNITED AIRLINES, INC. 037 **Credit Card copy**

IF EXTENDED PAYMENT DESIRED CIRCLE NO. OF MONTHS: 3 6 9 12

DATE OF ISSUE: 12-21-76

DATE AND PLACE OF ISSUE
 New York
 12-21-76

NAME OF PASSENGER IF OTHER THAN CARDHOLDER		STATUS	CONNECTION OF PASSENGER WITH SUBSCRIBER	APPROVAL CODE
COMPLETE ROUTING		FARE BASIS	CARRIER	
JFK-LV-JFK				
TICKETS NOT TRANSFERABLE NO CASH REFUNDS		CREDIT CARD NUMBER		
AIRLINE		FORM	SECTOR	FORM OF CREDIT
525-445-645		3015 019088 0004 JCS SALINE DC 12/77		
FARE	TOTAL	EXP. DATE		
1133.62	1224.00			
50.62				

JOSEPH SALINE
Investment Advisor

NUMBER
77/12

January 23, 1977

.89-264
213

PAY TO THE
ORDER OF

Seniors Club

\$ 3029 ⁸²/₁₀₀

Three Thousand and Twenty-nine

82
DOLLARS



COUNTY
TRUST
COMPANY

January

Joseph Saline

⑆0213⑆⑆0264⑆ 01 801⑆⑆802286⑆

JOSEPH SALINE
 INVESTMENT ADVISOR
 108 GREENSWARD TER.
 ITHACA



COUNTY
 TRUST COMPANY ITHACA

CUSTOMER NUMBER	PAGE NUMBER	
01 801802286	1	
FROM	STATEMENT PERIOD	TO
JAN 5 1977	FEB 4 1977	

SUMMARY OF ACCOUNTS

ACCOUNT NUMBER	BALANCE LAST STATEMENT	TOTAL CREDITS		TOTAL DEBITS		FEE	BALANCE THIS STATEMENT
		#	AMOUNT	#	AMOUNT		
01 801802286	326 17	8	4400 00	18	4553 26		174 91

TRANSACTIONS

ACCOUNT NUMBER	AMOUNT	AMOUNT	AMOUNT	DATE	BALANCE
01 801802286	20 00			1-4	308 17
	35 10			1-5	273 07
	98 17	150 00DP	100 00DP	1-6	424 90
	150 00DP	274 00		1-7	300 90
				1-9	220 26
	100 00DP	150 00DP		1-10	470 26
	3500 00DP			1-14	3970 26
	278 19	194 00		1-15	3498 07
	9 84	127 78		1-18	3360 45
	97 54			1-20	3262 91
	110 24	31 72		1-24	3120 95
	74 39			1-27	3046 56
	3029 82			1-31	16 74
	57 72	100 00DP		2-1	59 02
	150 00DP			2-3	209 02
	5 94	28 17		2-4	174 91

RAINY DAY CHECKING

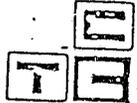
A FINANCE CHARGE ON OUTSTANDING LOAN BALANCES IS COMPUTED AT A PERIODIC RATE OF _____ % PER DAY. THE AVERAGE DAILY BALANCE SHOWN BELOW IS MULTIPLIED BY THE NUMBER OF DAYS IN THE BILLING CYCLE AND THE PERIODIC RATE IS APPLIED TO THE PRODUCT TO DETERMINE THE AMOUNT OF THE FINANCE CHARGE. THE FINANCE CHARGE REPRESENTS AN ANNUAL PERCENTAGE RATE OF _____ %.

PREVIOUS BALANCE	ADVANCES THIS PERIOD	PAYMENTS THIS PERIOD	NEW BALANCE	AVERAGE DAILY BALANCE	AVAILABLE RESERVE
LIFE INSURANCE	LATE CHARGE	MONTHLY PRINCIPAL	FINANCE CHARGE	PAST DUE AMOUNT	DATE OF PAYMENT
				MINIMUM AMT DUE	* NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

RECONCILE THIS STATEMENT ON REVERSE SIDE- IF NO DIFFERENCE IS REPORTED IN 10 DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT.
 FOR CODE EXPLANATION—SEE OTHER SIDE

CHECKING ACCOUNT DEPOSIT TICKET

DATE January 14 1977
 CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO
 THE TERMS AND CONDITIONS OF THIS BANK'S COLLECTION AGREEMENT.

DEPOSITED IN
 COUNTY TRUST COMPANY

CASH →				
C	89-108/113	3500	00	
H				
E				
C				
K				
S				
TOTAL FROM OTHER SIDE				
TOTAL ITEMS		TOTAL	3500 00	

.891-264
213

USE OTHER SIDE FOR
ADDITIONAL LISTING
↓ ENTER TOTAL HERE

BE SURE EACH ITEM IS
PROPERLY ENDORSED

JOSEPH_SALINE
 Investment Advisor

⑆01:0213⑆⑆0264⑆ 01 801⑆⑆802286⑆⑆

DATE OF THIS REPORT	UNIT REPORTING	CASE NO	18 *	19 PCT	22 COMPLAINT NO
14/77	Organized Crime Section				
PREVIOUS CLASSIFICATION		38 *	41 *	42 PCT. OF ARR	45 ARREST NOS
CLASSIFICATION CHANGED TO		50 *	52 *	53 *	54 *
55 CLOSE	56 PREV. CLOSE	57 RE-OPEN	58 *	DO NOT ENTER PROPERTY PREVIOUSLY REPORTED	
REFERRAL CHANGE FROM _____ TO _____		60 TYPE OF PROPERTY	62 VALUE STOLEN	68 VALUE RECOVERED	
CASE STATUS:		01 Motor Veh stolen or recov.			
<input type="checkbox"/> ACTIVE <input type="checkbox"/> CLOSED <input type="checkbox"/> UNFOUNDED		02 Motor Veh reg. by other authority			
FORM NO	DATE TRANSMITTED	04 CURRENCY			
		05 JEWELRY			
		06 FURS-CLOTHING			
		07 FIREARMS			
		08 OFFICE EQUIPMENT			
OFFICER'S NAME (Printed) RANK, FIRST, LAST	COM'D.	09 T.V. RADIOS, CAMERAS ETC.			
Det. Kenneth Campriello	0CS	10 HOUSEHOLD GOODS			
		11 CONSUMABLE GOODS			
		12 LIVESTOCK			
		13 MISCELLANEOUS			

DETAILS AS REPORTED BY FOLLOW - UP INVESTIGATING OFFICER

At 1845 hrs. on the above date, the assigned officer and Sgt. Joseph Mullins did proceed to 9 Chauncy St., the office of Theodore Amend, accountant for R&D Detergent Co. and did notify said individual of our purpose and authority. Amend stated that he did not have the R&D records and that these records had been taken from him by Alfred Gullan immediately after the Touchdown records were subpoenaed by the District Attorney. Amend further stated that he believed he was in trouble and would go to jail. Sgt. Mullins stated that he did not know, but that Amend could help himself by cooperating. In response to additional questions, Amend was told that the people he was involved with would not necessarily find out that he cooperated and that if he was in danger, Amend could be protected. Amend stated that he would need protection because they were Mafia people who didn't joke around. Amend stated he would talk if he got immunity. ADA Franklyn Aron was notified at home, at 1930 hours and authorized the assigned officers to tell Amend that he would not be prosecuted for non-violent crimes and that he would be given protection if necessary.

Amend stated that R&D was a dummy company which existed only on paper in order to receive money for the use of Vincent Rucci. (Rucci on occasion has instructed Amend to give him cash and to make up phony petty cash slips to cover). Amend nominally takes orders from Alfred Gullan, who is also his boss as accountant for Touchdown, Inc. Gullan tells Amend what checks to write and Amend's job is to make the R&D books look legitimate. Amend became the accountant for Touchdown and R&D in January, 1976 after working for Rucci's Industrial Machine Company for 7 years. Amend stated that IMC was legitimate. He is sure Rucci runs Touchdown and R&D because he was told by Rucci to change jobs. He thinks that R&D stands for Rucci and Danby.

In early January, 1977, Gullan told Amend that a Commissioner Saline would call him at the office number and mention a figure around \$2500 or \$3500. Amend was instructed to write a check on R&D for the

amount and mail it to Saline at an address he was given. Amend states that after he received Saline's call and a figure of \$3500 was mentioned, he asked Dominic Fusco, Gullan's partner, how to reference the check. Fusco first laughed and said, "license fees." He then stated to put it under consulting. Amend stated that he found out what the money was for after Touchdown received its PSA license.

Amend stated that he started to work for IMC after he lost money to a bookmaker and was caught embezzling a client's funds to pay. His employer allowed him to pay back the money and resign so as not to cause the company embarrassment. When Amend could not keep up payments to a loan-shark he then had to borrow the money from, he was given the IMC job by Rucci.

Amend stated that his wife is very sick and needs his help and that is why he is cooperating. He has always feared that he was eventually going to be caught by the police or hurt by his employers and is relieved to tell his story and get it over with.

Amend was asked if he would record a conversation with Fusco, Rucci, or Gullan. He refused because they had ways of "finding out." He further stated that, in any event, they would never talk to him on the telephone.

A=Accountant [Amend]
C=Commissioner [Saline]
U/F=Unknown Female

Recorded: 7/15/77
Location: Office of Theodore Amend
9 Chauncy St., Ithaca

11:15 a.m.

U/F - Professional Sports Authority, Commissioner Saline's line.

A - Is he there?

U/F - No, I'm sorry, he's not in today. Who's calling, please?

A - This is Mr. Amend. Would you have him call me at 256-6199?

U/F - 256-6191.

A - 99.

U/F - Oh 99, I'm sorry. Yes I will. He usually calls in for messages around this time.

A - Thank you.

U/F - Good-bye.

12:20 p.m.

[Introductory remarks not recorded---recorder not hooked up].

A -That's better, I'm sorry but I had someone in the office.

C - What can I do for you?

A - We may have a problem.

C - What kind of problem.

A - Well, the police were here and....

C - Why don't you leave your office and call here from a public phone booth outside the building.

A - Uh, OK.

C - I'm at 889-9124.

A - Is your number OK?

C - Yeah, it's a public phone.

A - OK, it'll take about 5 minutes.

C - I have time. Better safe than sorry.

12:27 p.m.

C - [rings] Yeah.

A - Commissioner.

C - Yeah.

A - Good. Listen, uh, the police were here and they were, uh, asking about the \$3,500 check.

C - What did you tell them?

A - Well, I said that it was for consulting services.

C - That's right.

- A - But I'm not, uh, sure they, uh, believed me.
- C - What d'ya mean?
- A - Well, they said that you aren't a, uh, detergent consultant.
- C - They can say what they want to say. Listen, they don't know about the company, do they?
- A - I think they know about everything.
- C - How could they?
- A - Maybe someone talked.
- C - They're bluffing.
- A - What if they, uh, get your records.
- C - They can't, I gave them to my lawyer--Besides, they're perfect.
- A - Wait a sec [pause 15 seconds]...Oh yeah, the boss was real happy about the way, uh, everything turned out.
- C - He should be, I took one hell of a chance.
- A - Did you, uh, ever, uh, do anything like that before?
- C - What business is it of yours?-Hey, what number are you calling from?
- A - What?
- C - What f----- number are you calling from?
- A - Why?
- C - I want toListen, I don't know what you are talking about. If you want to speak to me about official business, you call me at my office. Everything is on the up-and-up. I worked long and hard getting where I am. Do you understand?
- A - I just wanted to let you know that they were asking about the bribe.
- C - Bribe!! I don't know what you're talking about. Who the hell do you think you're talking to. I'm hanging up, I don't have to listen to this garbage. [hangs up]
- A - [background. . . he hung up, it didn't work].

Guide: Workshop #3 - Third Party Records

I If there was official misconduct involved in the granting of Touchdown's license, it is likely that the criminal acts have, by this date, been concluded. The investigation can, therefore, be expected to be "reactive," that is, conducted in a manner designed to reconstruct events by interviewing witnesses, examining documents and records, and obtaining physical evidence and admissions. [This, of course, differs methodologically from "proactive" investigations, which utilize other evidence gathering techniques to prosecute ongoing criminal activity].

Potential targets include Rucci, Fusco, Gullan and Commissioner Joseph Saline (and their employees). There are no obvious witnesses, except, of course, the anonymous writer of the letter.

Assuming that the compulsory production of Touchdown's records did not necessarily alert the potential targets (Touchdown should be given some "innocent" reason for the subpoena), it seems clear that the investigation should be conducted in a way designed to minimize the possibility of interference by those individuals. (Secrecy, to the extent possible, seems necessary in this case, given the prior experience involving Touchdown's "file cabinet fire").

Alternative investigative plans should be discussed and explored in detail, pointing out chances of success, potential pitfalls, and the possible pre-

clusion of desirable investigative techniques. The major lead appears to be the anonymous letter, given that the timing of Saline's travel falls between the denial and granting of the license. (The fact that the trip was to Las Vegas may also be considered to be noteworthy).

The remainder of the workshop presumes that the investigative plan involves the tracing of the money used to pay for the Commissioner's vacation. Consequently, the students should "skillfully" not be permitted to settle on a different plan. Remember, however,---the section should not be compelled to choose this plan merely because "that is the way it was drafted."

II Where to Start?

Since Saline should not be reinterviewed for fear of alerting the targets, the logical starting point seems to be the newspaper article and original interview. Together they disclose that the Commissioner flew from New York to Las Vegas somewhere around December 20, 1976.

Airline Ticket

The only airlines that connect those two cities are TWA and United. [The class leader provides answers as questions are asked, as long as the questioner suggests a realistic method of obtaining the information]. A subpoena or administrative request directed to both, would produce the information that "M/M J. Saline were passengers on United's flight #75 (JFK-

LV) on 12/21." (Passenger lists are kept on micro-film by airlines for a period of years). The ticket (also on microfilm) should then be subpoenaed. [Handout #1--ticket] [It may be beneficial in this case and whenever a subpoena is necessary to have a student draft appropriate language and then have the students suggest improvements].

Credit Card

The ticket discloses that payment was made by Diners Club credit card #3815-09---0004 in the name Joseph Saline. Since it is not clear when the charge would be billed to Saline, or what other expenses relating to the trip were charged to Diners Club, a subpoena should be issued for the Diners Club account. In order to maintain the integrity of the investigation, the subpoena must contain a provision prohibiting Diners Club from notifying Saline for a reasonable period of time. The problem of prohibiting disclosure is likely to occur several times during the course of this investigation. The class leader should be familiar with the legal issues involved. See generally, Cornell Institute on Organized Crime "Customer Notification" (1977). [Handout #2--account statement].

The itemized account clearly shows that the January, 1977 billing is of interest. (While the surrounding months may be relevant eventually, it is probably wise at this time to draft subpoenas as narrowly as possible, to avoid administrative problems with the subpoenaed party). The next sub-

poena should be directed to the charges on the January bill and the manner of payment. [Handout #3]

The charges are available from microfilm records as is the fact that payment was made on Jan. 26th by check. The check itself is not available. However, a subpoena to Diners Club bank for a check in the amount of \$3029.82 deposited on January 26 in the Diners Club account will produce Handout #4 (check). See generally Nossen, Richard, The Seventh Basic Investigative Technique, LEAA (1976) p.38:

The retention of said records is mandatory in accordance with the provisions of Titles I and II of Federal Public Law 91-508, the Financial Record Keeping and Currency and Foreign Transactions Act.

U.S. Treasury regulations, implementing Public Law 91-508, provide, in part, that an original, microfilm, or other copy or reproduction of most demand deposits (checking account) and savings account records must be retained for five years. The records must include:

1. Signature cards
2. Statements, ledger cards or other records disclosing all transactions; i.e., deposits and withdrawals.
3. Copies of customers' checks, bank drafts, money orders, cashier's checks drawn on the bank, or issued and payable by it.

In addition, banks must retain for a two-year period all records necessary to:

1. Reconstruct a customer's checking account. The records must include copies of customer's deposit tickets.
2. Trace and supply a description of a check deposited to a customer's checking account.

All of the above requirements apply only to checks written or deposits made in excess of \$100.00. It should be noted, however, that most banks find that it is cheaper to microfilm all pertinent records, including those checks and deposits in amounts of less than \$100.00, rather than sort their records into two categories. Therefore, if a particular transaction of less than

\$100.00 appears to be of particular interest to an investigator, there is a strong likelihood that the necessary records to identify the transaction are, in fact, available.

The regulations further provide that whatever system banks use to photocopy or microfilm checks, drafts or money orders, both sides of the checks must be reproduced unless the reverse sides are blank.

The regulations also provide that banks maintain their records in such a manner so that they can be made available, upon request, within a 'reasonable period of time.'

Saline's Account

It is now known that Saline paid for virtually all expenses associated with his Las Vegas trip by a check drawn on acc't #01-801-802286 of the County Trust Company. Saline may, therefore, have been telling the truth when he spoke to ADA Takell on 1/9/77. On the other hand, there is no indication as to how the money got into Saline's account. To find that out, his January statement should be subpoenaed-- again with the delayed notification instruction to the bank. [Handout #5--statement]

It is clear from the statement that the deposit of interest is that of \$3500 on January 14th. A subpoena to the bank for a copy of that check is unproductive. [Due to a malfunction of the bank's equipment, photographs of certain checks deposited that day were fatally overexposed]. A subpoena directed to the deposit slips will, however, produce Handout #6 (deposit slip) [This bank, like many, uses two sets of cameras, one to photograph checks and the other to photograph internal documents].

R & D Account

The deposit slip indicates that the transit number on the deposited check is 89-108/213: [89 (STATE OF ITHACA), 108 (N.E. MIDLAND BANK), 213 (2nd FEDERAL RESERVE DISTRICT, MAIN BRANCH)]. Checks generally clear the drawee bank on the third day after being deposited in another bank in the 2nd FRD (except New York City). Consequently, a subpoena to the main branch of the N.E. Midland Bank for a check in the amount of \$3500 to the order of Joseph Saline (or endorsed by Joseph Saline) that cleared on Jan. 17, 18 or 19 (the 15th and 16th were not banking days although the computers run on weekends) produce Handout #7 (check).

Amend

According to the N.E. Midland bank, all R & D Inc. statements and cancelled checks are sent to Theodore Amend, accountant, 9 Chauncy St., Ithaca, on a monthly basis.

III It probably makes sense at this point to re-evaluate the investigative plan utilizing the information developed to date. In addition to the knowledge that the R & D check may have been the actual source of funds for the Las Vegas trip, the following should be developed:

- 1) R&D Detergent Company was a suspicious account in the analysis of Touchdown's books. (See Workshop #2).

- 2) Theodore Amend, the accountant for R&D, is

also the accountant for Touchdown.

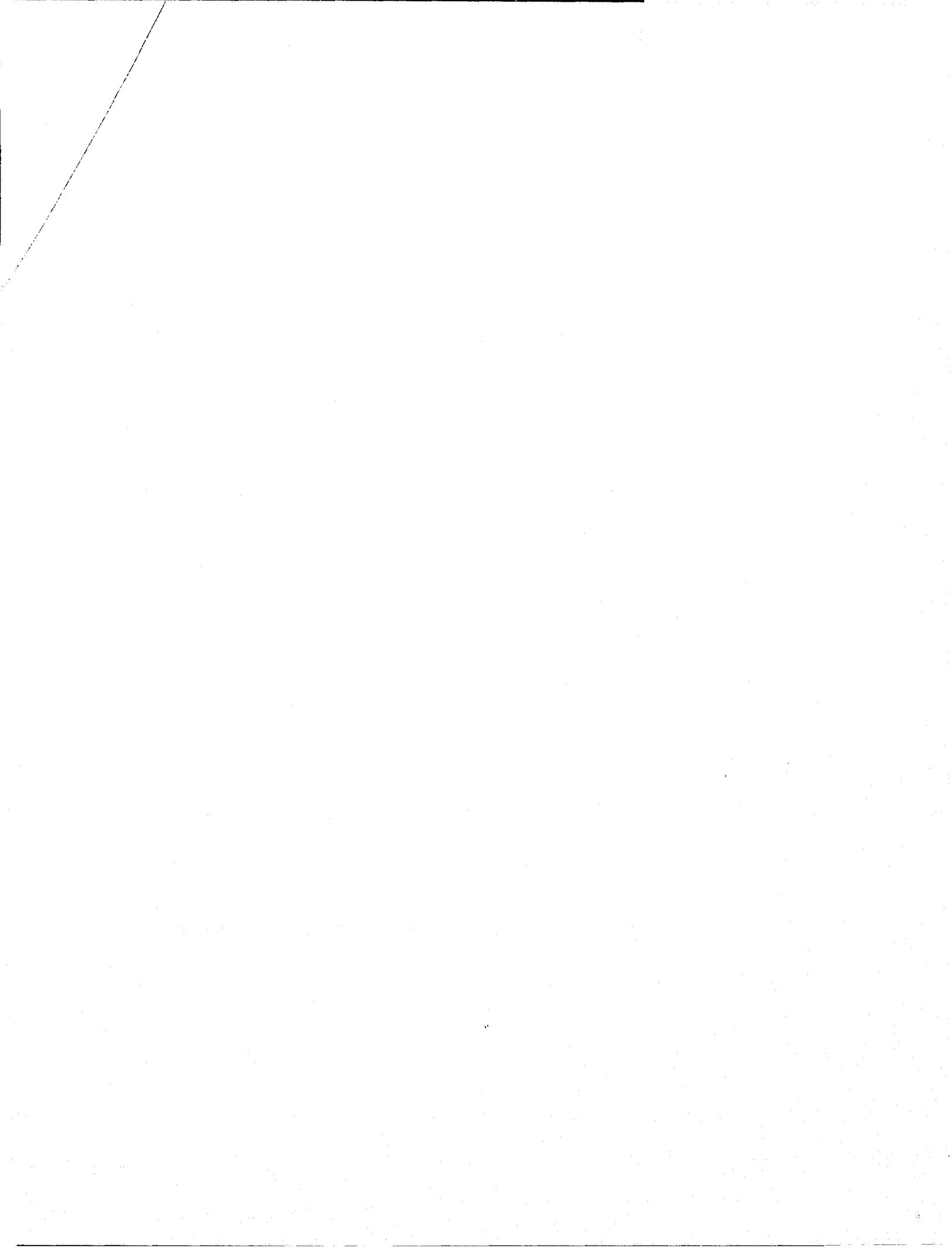
3) Compare the handwriting on the R&D check to the anonymous letter.

Amend may now be added to the list of potential targets. He is also potentially the weak link (if, he is, in fact, the author of the anonymous letter), and in any event, he appears to be the custodian of the incriminating records. Alternative methods of proceeding should be discussed, but it appears that the best procedure at this point is to prepare process (search warrant, subpoena, or both) for the records, and to confront Amend in hopes of enlisting his cooperation to obtain evidence against the other targets. [Handout #8--police report]

Although Amend will not record a conversation with the organized crime figures (which is understandable), he will, if asked, record a telephone conversation with Saline. [The students should discuss the kinds of arguments that would appeal to and persuade Amend to cooperate. The remainder of the workshop should be spent on a discussion of the instructions that should be given to Amend, the manner of recording the conversation, and alternative theories of investigation that would hinge on the success, or lack thereof, of the planned recording. [Handout #9--transcript]

If the students want background information about Amend prior to making the decision to confront him, the class leader may disclose, to the extent such information would be available to law enforcement

authorities, background data revealed in the
supplemental material at pages 186-92.



Workshop #4:
Legal Objections to Testifying

Workshop #4 - Legal Objections to Testifying

Premise: Based on the evidence obtained to date, a grand jury is considering whether or not criminal charges should be brought against the targets of the investigation. Dominic Fusco has been subpoenaed to testify and asserts his privilege against self-incrimination. The decision to grant Fusco transactional immunity has been affirmatively made.

- Problem: I. Should Fusco be granted transactional immunity?
- II. How should the prosecutor deal with the various objections that Fusco raises to the compulsion of his testimony?

Guide: Workshop #4 - Legal Objections to Testifying

I The grant of immunity

The decision to confer immunity is essentially a question of judgment. It is difficult to lay down rigid guidelines to assure consistently right decisions. In short, reasonable men can come to different conclusions on the same set of circumstances. Some of the issues which ought to be explored include:

- a) What is Fusco receiving immunity for?
- b) Could he be indicted for those crimes?
- c) What would be the likelihood of conviction?
- d) How would his truthful testimony be of benefit to the grand and petit juries?
- e) How likely is he to tell the truth?
- f) Could he be convicted of contempt or perjury for his failure to testify truthfully?
- g) What would be the likely consequence of such a conviction?

II Objections to giving testimony

Each class should be provided with a "Dominic Fusco." Students should be given the opportunity to question Fusco, and to respond appropriately to his objections. If necessary, a court can be convened to hear arguments of counsel. (A student can serve as defense attorney). The class leader or another student can be the judge to make appropriate rulings which may be found in the cited sections of "Privilege in the Grand Jury," and "Immunity," Cornell Institute on Organized Crime, The Investigation and Prosecution of Organized Crime and Corrupt Activities (1977), or other cited authority.

A. I have been advised by my attorney that I may have been the subject of illegal wiretapping and that consequently I cannot be compelled to testify before the Grand Jury. To do so would violate my rights under the Constitution of the United States and the State of Ithaca. Furthermore, to discuss or divulge matters which resulted from illegal surveillance would subject me to civil and criminal penalties in view of the relevant provisions of the Omnibus Crime Control and Safe Streets Act of 1968.

["Privilege," ¶5-8; If the ruling requires
Fusco to make factual assertions regarding his belief that he was subjected to illegal electronic surveillance, he will indicate that notice was served that the George Washington Historical and Recreational Club was tapped. He has had occasion to speak on that telephone].

B. My attorney has advised me that he cannot adequately represent me when he cannot hear the questions asked of me. I therefore respectfully request that he be allowed to enter the Grand Jury room for the purpose of advising me as a witness.

I have been advised by counsel that to deny him permission to enter this Grand Jury room is in contravention of the 6th and 14th Amendments

of the Constitution of the United States. It not only denies me assistance of counsel at a critical stage in this proceeding, but creates a totally biased atmosphere in which the prosecutor is unrestrained by a neutral magistrate or opposing counsel.

Mr. Foreman, my attorney has advised me to respectfully point out to the Grand Jury that recent disclosures of government abuse in the areas of civil liberties make it imperative that he be allowed to adequately advise me of my legal rights and not to rely on the good faith of the District Attorney.

Respondent was also informed that if he desired he could have the assistance of counsel, but that counsel could not be inside the grand jury room. That statement was plainly a correct recital of the law. No criminal proceedings had been instituted against respondent. Thus the Sixth Amendment right to counsel had not come into play. Kirby v. Illinois, 406 U.S. 682 (1972). A witness "before a grand jury cannot insist, as a matter of constitutional right, on being represented by counsel . . ." In re Groban, 352 U.S., at 333. Under settled principles the witness may not insist upon the presence of his attorney in the grand jury room. Fed. Rule Crim. Proc. 6(d).

United States v. Mandujano, 96 S.Ct. 1779 (1976). Although Mandujano was a plurality opinion, a clear majority of the Justices would not afford witness a right to counsel inside the Grand Jury room; see also "Privilege" ¶4].



CONTINUED

2 OF 3

C. Mr. D.A., I would sincerely like to help these people, but I must decline to do so for religious reasons. Ever since receiving this here subpoena, I have felt that I must have done something wrong to deserve it. So I went to confession and confessed my sins. Father gave me absolution and said that I should begin a new life and have nothing to do with whatever I did before. He told me, you know a penance, that I should never think about these people. Mr. D.A., I don't want to go, excuse me, ladies, to Hell, so I got to refuse to answer on 1st Amendment grounds.

["Privilege," ¶21]

D. Certain records were illegally seized from corporate offices, partnerships, and other locations in which I have an interest. In addition, certain records in which I have an interest, were illegally seized by the authorities. I consequently respectfully decline to answer any questions which are based upon the fruits of those seizures. Upon advice of counsel I wish to move for a hearing to establish the illegality of those seizures.

["Privilege," ¶23]

E. I have been advised by counsel that the immunity which is being granted is not co-extensive with my Fifth Amendment privilege against self-incrim-

ination. My attorney states that although Ithaca is granting me transactional immunity, that immunity is not binding in Canada, and hence as to Canada, I receive no immunity at all. As a result, I am being compelled to be a witness against myself, as to all foreign jurisdictions.

[Immunity ¶7-10]

F. Counsel advises me that the bordering states in which Touchdown does business, and about which I am to testify, grants transactional immunity to persons who appear before their Grand Juries. Since I receive only testimonial immunity in those states I am being denied the equal protection of the laws to which I am guaranteed under the Fourteenth Amendment of the United States Constitution.

[Immunity ¶6]

G. My wife, a very good person, and fine mother to my children, sometimes does some work for Touchdown, Inc. If I were to answer your questions, Mr. D.A., I might get her in trouble. My counsel tells me, that that would not be proper, and that I must respectfully refuse to answer on to those grounds.

["Privilege," ¶31-32]

H. Mr. Foreman, the D.A. is trying to make a case for himself by trumping up charges against some very good and decent people. This investigation

that he started was politically inspired, and for that reason is totally illegal. Since the investigation is illegal, the subpoena served me was an abuse of process, and hence I cannot be compelled to answer. For me to answer questions would be to participate in the outrageous conduct of the D.A.; something I cannot in good conscience do.

[With respect to the particular subpoenas and the persons to whom they are addressed, the record, conclusory as it may be, described a relevant scope of inquiry and some basis for inquisition of and through the witnesses subpoenaed. That appellants make a plausible argument that the purposes of the subpoenas are to harass, embarrass, and manipulate related public events and media publicity does not justify suppression of the subpoenas as a matter of law at this time. Otherwise, legitimate investigations could be easily frustrated by a counter-attack of like manipulation with like purposes but directed at the investigators.....]

As a caveat, none of this is to say that the proceedings which may ensue will not be entitled to a re-evaluation by the court or courts of jurisdiction for abuse of process if that should turn out to be the case, for unfairness in the handling of the witnesses either by way of harassment, interference with the right to counsel, or abuse of confidentiality of Grand Jury proceedings in violation of the Code of Professional Responsibility and the Penal Law, or for abuse of the Grand Jury's power to investigate and indict for criminal acts on competent evidence, as required by law. These subpoenas are valid inceptions to a genuine investigation and not a warrant for official oppression.

Cunningham v. Nadjari, 39 N.Y.2d 314, 318, 347 N.E.2d 915, 917, 383 N.Y.S.2d 590, 591-92 (1976).]

I. Mr. Foreman, I grew up a poor boy--I mean, I don't want to describe the conditions in which

I lived--but they were bad. I think it's impossible for anybody who is not familiar with slum life to appreciate my position, and to evaluate my conduct. I look around this room and see fine-looking people--gentlemen in suits and women in good clothes. This Grand Jury is certainly not representative of the people in my neighborhood. My attorney advises me that poor people cannot serve on Grand Juries because they cannot afford to take a month's time from work. My counsel also advises me that since there is an actual exclusion of poor people from Grand Juries in general, and this one in particular, this Grand Jury is not duly constituted and is therefore not legal. My counsel advises me that under these circumstances, I should respectfully refuse to answer questions.

[Whether a witness has standing to raise this issue is questionable. United States v. Duncan, 456 F.2d 1401 (9th Cir.), vacated on other grounds, 409 U.S. 814 (1972) (no standing); U.S. ex rel Chestnut v. McGrath, 442 F.2d 611 (2nd Cir. 1971) (standing). As to whether the claim is potentially meritorious see generally, The Grand Jury Defense Office of the National Lawyers Guild, Representation of Witnesses Before the Grand Jury, Ch. 6 (1976). If these issues need to be litigated, the proper time to

do so is after the Grand Jury proceedings cf.
Gelbard v. United States, 408 U.S. 41, 70
(1971) (concurring opinion of White, J.)].



Workshop #5:
Examination of the Recalcitrant Witness

Workshop #5 - Examination of the Recalcitrant Witness

Premise: Commissioner Joseph Saline has agreed to testify before the Grand Jury and to waive any protection which would have otherwise been afforded him under Ithaca's transactional immunity statute.

Exercise: Examine Saline before the Grand Jury, using the information and evidence obtained during the course of investigation.

Guide: Workshop #5 - Examination of the Recalcitrant Witness

A "Saline" should be provided. He will attempt to answer questions in a manner designed to avoid (1) aiding the Grand Jury, and (2) committing provable contempt or perjury.

Students should be selected, either singly or in teams of two, to examine the witness "before the Grand Jury." After 5-10 minutes, the observing students should undertake a critical evaluation of the questioner's performance. Thereafter, a second team should be chosen, etc.

Before the first student begins, the section should discuss the possible methods of conducting an effective examination. An agenda should be prepared, based on the tactical considerations involved in demonstrating the failure of a witness to testify truthfully. In preparing that agenda, special attention should be given to the potential legal consequences of Executive Law §1403(2)(b). [contained in a previous handout]. See generally, Cornell Institute on Organized Crime, The Investigation and Prosecution of Organized Crime and Corrupt Activities, "Legislative Immunity and Public Corruption" (1977).

Workshop #6:
Perjury and Contempt, Indictments

Workshop #6 - Perjury and Contempt Indictments

Premise: Commissioner Joseph Saline has appeared before the August, 1977 Grand Jury, and a transcript of his testimony has been prepared. Certain sections of his testimony have been singled out as possible bases for contempt or perjury charges.

Problem:

- 1) Which of the selected portions are legally sufficient to support a count in the indictment?
- 2) How should each be charged?

I.

Q. On January 14, 1977 did you deposit an R&D, Inc. check for \$3,500 in your account?

A. Yes sir, I did.

Q. Why were you paid that money by R&D?

A. For consulting services.

Q. What was the subject of that consultation?

A. I'm sorry, that is a confidential business matter which I cannot disclose.

Q. You and R&D have no privilege in that regard.

A. My attorney advises me to the contrary.

Q. As legal advisor to the grand jury, I am telling you that you must answer the question, and a refusal to answer may be punished by contempt.

A. On the advice of counsel that to answer would be a violation of business ethics, I must respectfully decline to disclose the substance of my relationship with R&D.

* * *

II.

Q. How were you contacted by R&D to do consulting work?

A. It's really a very odd story.

Q. I'm sure the grand jury is interested.

A. Well, I was fixing a flat tire one day, and a guy stopped and offered to help.

Q. His name. . .?

A. Jimmy. Anyway, we started talking, you know how it is, and I told him I was an investment consultant. He told me that he had a company called R&D and needed some advice. So we agreed on a price and that was that.

Q. Did you give him any references or describe your

background?

A. No, we just made a deal and sealed it with a handshake.

* * *

III.

Q. Was your trip to Las Vegas a matter of business or pleasure?

A. Pleasure.

Q. Yet you paid for the trip with a check drawn on your business account.

A. I had insufficient funds in my personal account at that time. I was going to straighten it out later.

* * *

Q. Why did you use your professional account to pay Diners Club?

A. I wanted to establish a credit line for that account.

* * *

IV.

Q. Do you know Vincent Rucci?

A. I have met him once or twice.

Q. In what capacity do you know him?

A. He was introduced to me as a businessman.

Q. Did you know anything else about him?

A. Nothing, except what I read in the papers.

Q. What have you read about him?

A. He is supposed to be a gangster.

Q. Did he ever speak to you about the problem Touchdown, Inc. was having in obtaining a P.S.A. license?

A. I don't recall.

Q. You do, of course, recognize the need to keep professional sports free of underworld influence.

A. That's the reason I accepted the Commissionership. I take my job very seriously, young man.

Q. And if you were approached by a person having a reputation as a gangster, would you discuss Authority business with him?

A. Most certainly not.

Q. Have you ever, to your knowledge, discussed the merits of potential licensee with any person having such a reputation?

A. I already said no.

Q. Do you recall the circumstances involving the attempt by Touchdown, Inc. to secure a P.S.A. license?

A. I do.

Q. Did you ever discuss the application of Touchdown, Inc. with Vincent Rucci?

A. I can't recall.

Q. Did you discuss that application with Mr. Rucci during the pending of the application, Dec., 1976 to Feb., 1977?

A. I told you that I don't recall.

Q. Do you deny it?

A. No.

Q. Do you affirm it?

A. I have no recollection one way or the other.

* * *

V.

Q. Who from R&D, aside from Mr. Amend, did you deal with?

A. A "Jimmy" somebody.

Q. What was his last name.

A. I can't recall.

Q. James Rich?

A. I can't recall.

* * *

VI.

Q. In January, 1977, did you tell Mr. Rucci about the call you had received from the District Attorney's Office?

A. No., why would I?

Q. You then deny having told him?

A. Yes--there would be no reason to.

Q. A yes or no is sufficient.

A. No--I don't recall any such conversation.

Q. Are you saying that it didn't happen, or you are not sure.

A. Not to my recollection.

Q. Could it have happened?

A. Anything could have happened.

Q. Did you tell Mr. Rucci about the D.A.'s investigation?

A. I have no recollection.

Q. Do you deny it?

A. No, I just don't remember.

* * *

VII.

Q. How did R&D determine the exact amount of your consulting fee?

A. We agreed upon the figure in December.

Q. Isn't it a fact that you informed Mr. Amend of the \$3,500 amount when he called you in January?

A. No.

Q. Is it your testimony that you did not speak to Mr. Amend in January.

A. Yes.

* * *

VIII.

Q. Isn't it a fact that in early January, 1977 you instructed Amend to pay you \$3500.

A. No.

* * *

IX.

Q. On July 15th, 1977 did you have a conversation with R&D's Accountant, Mr. Amend?

A. I may have.

Q. Did you tell Amend to use a safe phone?

A. No.

* * *

X.

Q. Did you, in response to Amend's question "Is your number OK," state, "yeah, it's a public phone."

A. I probably did.

Q. What did you mean the public phone is OK?

A. I meant that the phone worked.

Q. He knew the phone worked, you were speaking on it.

A. I meant that the telephone number was on the phone.

Q. He knew that, you had already given him the number.

A. Oh yeah, I meant that there was no one else waiting to use the phone.

* * *

XI.

Q. Did you tell Amend you took one hell of a chance.

A. I never said nothing like that.

* * *

XII.

Q. Did you tell Amend that your records could not be obtained because you gave them to your lawyer?

A. My lawyer has the records but somebody else must have told him that.

* * *

XIII.

Q. Did Amend ever talk to you about a bribe?

A. No.

Q. Didn't he tell you that "they were asking about the bribe?"

A. He couldn't have said that because....

Q. That's all, Mr. Saline.

* * *

Guide: Workshop #6 - Perjury and Contempt Indictments

Consider each portion in order. Attention should be paid to legal sufficiency and expectation of success at trial.

I There is, of course, no recognizable "confidential business privilege." Reliance of the advice of counsel is not a proper defense to a charge of contempt. United States v. Synder, 428 F.2d 520 (9th Cir.), cert. denied, 400 U.S. 903 (1970); People v. Einhorn, 45 App. Div. 2d 75, 356 N.Y.S.2d 620 (1st Dept. 1974) rev'd on other grounds 35 N.Y.2d 948, 324 N.E.2d 551, 365 N.Y.S.2d 171 (1975).

As the court in Einhorn noted:

Defendant's first contention is that he was advised by counsel that he had a constitutional right to decline to answer, and that, regardless of whether the advice was sound or not, his refusal lacked the intent to be contumacious. What this amounts to is that a witness who has sufficient sophistication to find a lawyer who will advise him that he need not answer is immune from the consequences of defying the grand jury and may freely disobey the court's direction to answer. Such is not and never was the law. Matter of Grand Jury (Cioffi), 10 App. Div.2d 425, 202 N.Y.S.2d 26 (2d Dept. 1960), aff'd., 8 N.Y. 2d 220, 168 N.E.2d 663, 203 N.Y.S.2d 841 (1961).

II Although the story given by the witness strains the imagination, it could have happened, and hence requires extrinsic proof to demonstrate falsity. This is the "Aesop's Fable" problem (see Cornell Institute on Organized Crime, "Examination of the Recalcitrant Witness Before the Grand Jury" (1977)).

Note, however, People v. Tilotta, 84 Misc.

2d 170, 375 N.Y.S.2d 965 (Sup. Ct. Kings Cty. 1975):

While testifying before a Grand Jury, defendant stated that while in a commercial parking lot, he was approached by a total stranger who told him that his car sounded bad. The man offered to repair the car at a low cost and defendant then and there turned the car over to the man with the keys and registration. Defendant never ascertained the man's name or where he could be reached, but merely gave the man his phone number. In view of this testimony and defendant's evident intelligence, it is concluded that his story was a fabrication rendered with intent to impede the Grand Jury's investigation, and defendant is guilty of criminal contempt in the first degree. The nature of the testimony was such that the record itself shows it to be false. Incredible and absurd on its face, without the need to resort to extrinsic proof. [Headnote]

III At first blush this appears to be perjury by inconsistent statements--Saline gives two reasons for using his business account to pay for the Las Vegas trip. However, the two reasons are not mutually exclusive and hence cannot form the basis of a perjury count.

IV Good evasive contempt.

V Not every failure to recall is an evasive contempt. Here there is no demonstration that the witness would had to have remembered Jimmy's last name and therefore his response was tantamount to "I'm not

going to answer." Compare this to the testimony in IV supra. The rule was stated by L. Hand, J. in United States v. Appel, 211 F.495 (1913).

If the witness' conduct shows beyond any doubt whatever that he is refusing to tell what he knows, he is in contempt of court. That conduct is, of course, beyond question when he flatly refuses to answer, but it may appear in other ways. A court, like any else who is in earnest, ought not to be put off by transparent sham, and the mere fact that the witness gives some answer cannot be an absolute test. For instance, it could not be enough for a witness to say that he did not remember where he had slept the night before, if he was sane and sober, or that he could not tell whether he had been married more than a week. If a court is to have any power at all to compel an answer, it must surely have power to compel an answer which is not given to fob off inquiry. Nevertheless, this power must not be used to punish perjury, and the only proper test is whether on its mere face, and without inquiry collaterally, the testimony is not a bona fide effort to answer the questions at all.

VI This testimony, when considered as evasive contempt, appears to raise a special New York problem. Saline denied that he told Rucci about the A.D.A.'s call, and equivocated only after further questioning on the same subject.

See, People v. Renaghan, 33 N.Y.2d 991, 992; N.Y.S. 2d 962, 963; 309 N.E.2d 425, 425-426 (1974).

Defendant's initial responses to the District Attorney's inquiries expressly denied that he was told by Keeley that Mulligan requested the transfer of Sangiriardi. This explicit testimony was neither incredible as a matter of law nor was patently false and if later shown to be false, could provide a sufficient basis for a perjury charge. Accordingly, even if perjurious, the sub-

sequent testimony could not properly be deemed a refusal to answer....For whatever purpose and however the question was there- after rephrased by the District Attorney, it had already been answered with firmness and without equivocation. In these circumstances there is no indication that defendant's alleged failure to unequivocally respond to the rephrased questions on the same subject obstructed in any way the Grand Jury's proceedings.

But see People v. Martin, 47 A.D.2d 883;

367 N.Y.S.2d 8 (1st Dept. 1975), where Renaghan was distinguished on the basis that:

1. the record as a whole demonstrated a refusal to answer,
2. the questioning dealt with the "recent past,"
3. the circumstances about which the witness was questioned involved "unusual circumstances," and
4. the witness admitted that the events should have left an impression upon him.

Although research has disclosed no parallel cases from other jurisdictions, the Ninth Circuit has stated:

If a court divines that the purpose of repetitious questioning is to coax a witness into the commission of perjury or contempt, such conduct would be an abuse of the grand jury process. (citations omitted).

Burse v. United States, 466 F.2d 1059, 1080 n.10 (9th Cir. 1972).

Note, however, that in this portion of testimony, Saline did not ever give a really unequivocal answer. In each case he tended to qualify his responses with a question or reason.

Some additional matters, not dealing with the Renaghan problem, which might be explored are:

1. charging obstruction of justice if the jurisdiction's statute is applicable.
2. charging perjury by inconsistent statements-- "No" v. "I don't remember."
3. charging perjury ("I don't remember") after demonstrating by questioning that he would have to remember [cf. People v. Martin, supra].

VII a) While Saline informed Counsel of the \$3,500 amount, it was Saline who called Amend. Thus, the answer "no" was literally true. Compound and complex questions must always be avoided.

Cf. United States v. Esposito, 358 F.Supp. 1032, 1033 (N.D. Ill.), cert. denied, 414 U.S. 1135 (1973).

Q: Now did you ever drive in an automobile from the Hyatt House to the Thirsty Whale accompanied by Edward Speice?

A: No, I haven't.

The Court held that the answer was not perjury, when the testimony disclosed that Esposito left the Hyatt House alone and picked up the passenger on the way to the Thirsty Whale.

b) "Q: Is it your testimony. . .

A: Yes," is literally true; it cannot form the basis for a perjury indictment. This form of question should never be used.

Cf. United States v. Cuevas, 510 F.2d 848, 850 (2d Cir. 1975):

Q: Is it your testimony that you have never given anybody even a small amount of cocaine?

A: No.

This answer was held ambiguous, but it was taken out of case by agreement of counsel at trial that the answer in fact meant that the witness was saying "that he never gave anybody a small amount of cocaine." In addition, the Court found the question and answer "not central to the charge."

VIII The term "instructed" is subject to many meanings, and as such is not sufficiently specific under these circumstances, to support a perjury count.

[C]ount 11 in part charges perjury in that defendant said that he did not "vouch" for the Towers Nursing Home whereas, it is alleged, that in truth he did "vouch" for that home. Whether particular statements constitute "vouching" for someone or something obviously is a matter of interpretation both of the statements and of the meaning of the word "vouch."

People v. Blumenthal, 55 App. Div.2d 13, 16-17.389 N.Y.S.2d 579,581 (1st Dept. 1976); see also United States v. Rose, 215 F.2d 623 (3rd Cir. 1954).

IX While Saline clearly meant for Amend to use a "safe" phone, i.e., one that could not be subject to electronic surveillance, he did not use that term. [Saline actually said, "Why don't you leave your office and call here from a public phone booth outside the building."]

Terms of art should not be used, unless the exact words were used in the subject conversation.

X In attempting to explain away a potentially incriminating statement, Saline has given three con-

tradictory reasons for noting that the "public phone [was] O.K." The first two were withdrawn only after they were demonstrated to be unworthy of belief.

1) Contempt

There are other instances of evasive answers in the record but [this] will suffice to illustrate the point that the record is replete with falsehoods and evasions given for the obvious purpose of supplying replies in form only and which are the equivalent of an absolute refusal to answer.

[. . . Payment of \$150 on June 14, 1934, recorded on the books of Empire System, Inc., as "Association Dues."

Concerning this item, the petitioner gave many different explanations, in no one of which did he admit that the payments had anything to do with an association. At the outset he said that the money was paid to him for salary and that he used a misleading heading "to fool the Government on the income tax." Later he swore the money was used for miscellaneous expenses; then he claimed it was used for tips for workmen. Upon further questioning he swore that he did not know for what purpose the money had been used. His final version to a carpenter named Max]

There is a distinction between the untruthful statement which does not clearly appear to be such from the face of the record but is uncovered only with the aid of extrinsic evidence and testimony which so plainly inconsistent, so manifestly contradictory and so conspicuously unbelievable as to make it apparent from the face of the record itself that the witness has deliberately concealed the truth and has given answers which are replies in form only and which, in substance, are useless as a complete refusal to answer.

Matter of Finkel v. McCook, 247 App. Div. 57, 61-63, 286 N.Y.S. 755, 757 (1st Dept.), aff'd 271 N.Y. 636, 3 N.E.2d 460 (1936).

2) Perjury

- a) do these set of answers constitute perjury by inconsistent statements?
- b) was there recantation?
- c) could you demonstrate to a jury that Saline willfully lied? See Annot., 89 A.L.R.2d 1258 (1963) (Perjury or false swearing as contempt).

XI Clearly, Saline did tell Amend, "I took one hell of a chance." Unfortunately, Saline's response "never said nothing," while implying an answer in the negative, is a double negative, which literally means "yes."

This is similar to United States v. Cook, 489 F.2d 286, 287 (9th Cir. 1973):

Q: You don't have any knowledge of anybody currently on the force who participated in shakedowns?

A: I do not.

The Court reversed the conviction.

But see United States v. Andrews, 370 F.Supp. 365, 367-368 (D. Conn. 1974):

Q: In November of 1972 were you engaged in bookmaking activities involving a numbers operation?

A: I am not engaged in bookmaking period. I mop floors for a living.

Q: Is the answer no?

A: No.

Q: In December of 1972.

A: No.

Here the Court held that the answer "no" to the question "Is the answer no," in the context of the testimony, did not mean "No, the answer is not no." For additional

cases, see Annot. 69 A.L.R.3d 993 (1976) (Incomplete, misleading or unresponsive but literally true statements as perjury).

XII This is a classic unresponsive answer, which cannot form the basis of a perjury indictment. While "somebody else must have told him," implies Saline did not, it is not, in fact, a denial.

United States v. Bronston, 409 U.S. 352, 354 (1972):

Q: Do you have any bank accounts in Swiss banks, Mr. Bronston?

A: No, sir.

Q: Have you ever?

A: The company had an account there for about six months, in Zurich.

Q: Have you any nominees who have bank accounts in Swiss banks?

A: No, sir.

Q: Have you ever?

A: No, sir.

The Court held that it was undisputed that the defendant's answers were literally true; the Court aptly observed:

...it does not matter that the unresponsive answer is stated in the affirmative, thereby implying the negative of the question actually imposed; for again, by hypothesis, the examiner's awareness of unresponsiveness should lead him to press another question or reframe his initial question with greater precision. Precise questioning is imperative as a predicate for the offense of perjury.

It may well be that petitioner's answers were not guileless but were shrewdly calculated to evade. Nevertheless, . . . any special problems arising from the literally true but unresponsive answer are to be remedied through the 'questioner's acuity' and not

by a federal perjury prosecution.
[(emphasis added) 409 U.S. at 362.]

See also Annot. 69 A.L.R. 3d 993, supra.

XIII Never cut a witness off in mid-sentence if you intend to use his answer as a basis for a perjury or contempt indictment.

See generally, Cornell Institute on Organized Crime, The Examination of the Recalcitrant Witness Before a Grand Jury (1977).

Supplemental material: Witness Relocation
and Decision to Plea Bargain



ITHACA

DISTRICT ATTORNEY

The following request is made on behalf of Theodore Amend, born 10/2/46, Ithaca. A synopsis of the matter in which Mr. Amend is to testify is attached as exhibit A. A copy of the intelligence report concerning the principal defendant, Vincent Rucci, is attached as exhibit B. There are no plans for the witness to testify in any additional cases, although the Internal Revenue Service and Ithaca Professional Sports Authority have expressed a desire to communicate with him.

The only other witness in this matter is Joseph Saline. He has been advised of the program but does not feel that he is in danger. In any event, he has not been threatened as has Mr. Amend. The trial is scheduled to begin this term and should last no longer than two weeks.

On August 2nd, Mr. Amend received an anonymous telephone call to the effect that "You were once with us, we helped you when you needed us, and this is how we got repayed. Do the right thing, or your wife will be a widow."

In addition to Amend's wife, Henrietta, née Hamilton (30), two children and his father would require funding.

Arthur (12) son
Eva (6 mos.) daughter
Herbert(87) father

Mr. Amend is currently in debt. A copy of his assets and liabilities is attached as exhibit C. Henrietta Amend suffered lupuserythematosus after the birth of her second child. She requires substantial medical attention and access to a good hospital on a regular basis. Herbert Amend requires the care associated with a man his age. He is unable to be left alone for any period of time and needs help in walking.

Mr. Amend is a trained accountant. Before her illness, Mrs. Amend was employed as a receptionist-typist. No other funding is available.

Mr. Amend is not incarcerated although his son Arthur is scheduled to be committed to a Juvenile Detention Center. Arthur apparently has some psychiatric problems which causes or contributes to his impulsive stealing (shoplifting, joy rides, thefts in school, etc).

Prosecutive Memo

Synopsis

On November 28, 1976 the Professional Sports Authority denied the application of Touchdown, Inc. for a PSA license authorizing Touchdown and its employees to supply on site commercial cleaning and linen supply services to sports stadium and arenas.¹ Touchdown's principal officers of record are Dominic Fusco and Alfred Gullan.² An analysis of corporate books and records has revealed the existence of a substantial undisclosed financial interest in the corporation by Vincent Rucci, CR #512589, a capo in the Bustamonte Crime Family.³ This interest was confirmed by Theodore Amend,⁴ accountant for both Touchdown and R&D detergent company. R&D, according to Amend and corroborated by Touchdown's records,⁵ is a "paper company," the sole purpose of which is to siphon money from Touchdown for Rucci's use.

Immediately following the PSA decision, Fusco contacted Commissioner Joseph Saline, one of the majority of two who voted against the license, and arranged a meeting between Saline and Rucci. According to Saline,⁶ the Commissioner agreed to change his vote on a rehearing, after Rucci offered the following:

- a trip to Las Vegas for Saline and his wife (approximately \$3000)
- a \$5,000 credit line, the last \$3000 of which Rucci would repay if necessary.

¹Decision of PSA dated November 28, 1976.

²Bank loan application.

³The records disclose that Touchdown is paying Rucci's personal bills and giving substantial amounts of money to companies controlled by Rucci and his associates.

⁴Investigative report dated July 14, 1977.

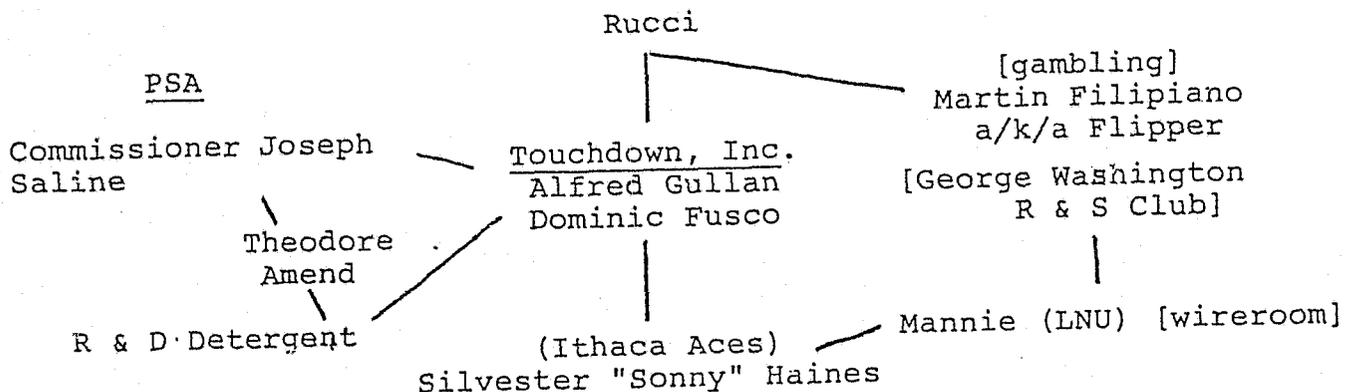
⁵N.3, supra.

⁶Information received from Saline's attorney.

The trip was taken by Mr. and Mrs. Saline on December 21-30. All expenses were charged by Saline to his Diners' Club account, producing a January bill of \$3029.82.⁷ Pursuant to Rucci's instructions, he called Amend, notified him of the amount (actually he added a bit, making the figure \$3500) and thereafter received an R & D check, which he deposited in his business account⁸ at the County Trust Company.⁹ Once the R & D check cleared, Saline paid Diners' Club with a personal check.

On January, 25, 1977, Saline reversed his position on Touchdown's license application; it resulted in the granting of the license the corporation and its employees. Thereafter, Touchdown secured a contract with the Ithaca Aces enabling Rucci to place Silvester "Sonny" Haines in the Aces locker room. Haines was then in a position to provide information to a Rucci-backed gambling operation that was unavailable to other bookmakers.¹¹

Schematic of Activities



⁷Diners' Club statement.

⁸Saline dabbles in investment counseling which adds \$5,000 - \$7,000/yr. to his \$20,000 salary.

⁹Bank records.

¹⁰Decision of PSA dated January 25, 1977.

¹¹Investigative report dated April 5, 1977; in fact a conversation regarding the "towel guys" informing a Rucci-backed gambling operation of an injury was the predicate of this investigation.

After Amend's decision to cooperate on July 14, he authorized investigators to record a conversation that implicated Saline. A grand jury heard evidence in early August, granted Fusco immunity (he refused to testify and was charged with contempt), and indicted Saline for contempt and perjury on the basis of his testimony before that body. Saline's attorney has indicated that Saline is prepared to plead nolo contendere and testify to his meeting with Rucci. The attorney requires a commitment that Saline receive a noncustodial sentence.

Should Saline's offer be accepted?

NO

- 1) Saline's a public official who violated a public trust.
- 2) As a result of his corrupt activities, Touchdown was granted a license and the integrity of professional sports was compromised.
- 3) The public's perception of treatment of officials by law enforcement must be considered.
- 4) Saline is an admitted perjurer and corruptor, and his testimony at trial will be subject to impeachment.

YES

- 1) Saline will lose his position as PSA Commissioner.
- 2) He will have a criminal record.
- 3) His testimony is essential to prosecute Rucci.
- 4) Rucci will be a recedivist, Saline will not.
- 5) Rucci's underworld position is significant.
- 6) It is not known what Saline's sentence would be upon conviction.
- 7) The problem of §1403(2)(b) will be a factor in Saline's prosecution and would create significant appellate issues.
- 8) Although subject to impeachment, Saline's testimony will be corroborated by Amend and documentary evidence.

*BASED on the considerations set forth above, it is my recommendation that Saline be permitted to plead nolo and that his testimony be utilized to indict and prosecute Rucci.



BIOGRAPHIC KEY DATA

Bookmaking

(1) NAME: Vincent Rucci(2) ALIAS: James Rich(3) NICKNAMES:(4) DESCRIPTION:

SEX: M HGT: 5'9"
 DOB: 10-4-14 WT: 195 lbs.
 POB: Detroit, Mi. EYES: brown
 COLOR white HAIR: black
 OTHER:

(5) PICTURE:(6) IDENTIFICATION NO'S:

E₇
 B₇

CR# 512-589

FBI#

NYSIIS#

SOC. SEC. 133-03-3419

LICENSE# : none

(7) RESIDENCE: (Present, past, summer, etc.)

1425 St. George Ave., Ithaca

(8) FAMILY MEMBERSRELATIONSHIPADDRESS

Alice Rucci

wife

1425 St. George Ave., Ithaca

Neil Rucci

son

unknown

Delores Gullan

daughter

108 S. 18th St., Ithaca

(9) BUSINESS INTERESTS: (Known or suspected)

Industrial Machines Company
 Sun Vacation Homes

10) LOCATIONS FREQUENTED:

Roving Metal Company
 Happy Day Florists

414 South Main Street, Ithaca
 297-02 Gregory Blvd., Ithaca

(11) PREVIOUS ARRESTS	DATE	OFFENSE	DISPOSITION
	2/27/35	Assault	Dismissed
	3/12/35	Bribery	Acquitted
	8/2/52	Bookmaking	Dismissed
	3/15/54	Bookmaking	Fined \$250
	7/23/63	Loitering	Dismissed

(12) ESTIMATED GROSS INCOME: (Illegal activities) \$ Unknown

(13) ORGANIZED CRIME POSITION OR AFFILIATION:

Bustamonte (capo)

(14) KNOWN CRIMINAL ACTIVITIES:

Bookmaking

Loansharking

SUSPECTED CRIMINAL ACTIVITIES:

Counterfeiting

(15) ASSOCIATES:

Charles Bustamonte	CR#
Martin Filipiano	CR# 833-912
Ricardo Barcelona	CR# 274-159
Carl Danby	CR# 521-896
Neil Rucci (son)	CR# 831-212
Carmine Ippolito	CR# 379-922
Roger Stoneton	CR#

(16) BACKGROUND AND MISCELLANEOUS: (Includes telephone no., autos, girlfriends, recent arrests, etc.)

Subject is believed to be extremely influential in Bustamonte family and is likely to be named consigliere. Sources indicate that he is anti-narcotics and urges the infiltration of legitimate business as a way of utilizing gains from gambling and other traditional organized crime activities.

Home telephone: #832-9076

Vehicles: Subject: 1975 Cadillac 809 QZW
Wife: 1976 Lincoln 735 AZS



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ASSETS

Cash	123.57
Checking Account (First Ithaca Bank, #357 8934)	59.48
Christmas Club (six weeks in arrears this date)	240.24
House, 106 Briar Lane, purchased in 1969 for 20,900. Current estimated market price, less costs	24,000.00
Auto, 1975 Mustang, purchased for \$5,895 in 1975, blue book	1,600.00
Household goods (furniture, color TV, stereo, plastic above ground pool: total purchase price \$4,800) estimated resale value	1,200.00
	<u>27,223.29</u>

LIABILITIES

Current, unpaid bills (phone, electric, LPG heating)	348.94
Mastercharge	1,974.52
Auto Loan, First Ithaca Bank, 2 months in arrears	4,584.11
Home mortgage, First Ithaca Bank, 3 months in arrears	15,914.34
Conditional sales contract debt, secured by household goods, owed to seller or assignee	2,849.25
Medical bills (total bills accrued since wife's last pregnancy \$18,549,	



ITHACA

DISTRICT ATTORNEY

LIABILITIES - continued

Med. bills mostly for continuing treatment of lupus erythematosus. Estimated health insurance reimbursement \$15,094)	3,455.00
Home improvement loan, second mortgage	2,850.00
	<hr/>
	31,976.16
NET WORTH: 4,752.87 Deficit	<hr/> <hr/>

A WORD ABOUT THE CORNELL INSTITUTE ON ORGANIZED CRIME

Established in 1975, the Cornell Institute on Organized Crime is a joint program of the Cornell Law School and the Law Enforcement Assistance Administration. Its objective is to enhance the quality of the nation's response, particularly on the state and local level, to the challenge of organized crime by:

1. establishing training seminars in the area of the investigation and prosecution of organized crime, and the development of innovative techniques and strategies for its control;
2. preparing, updating, and disseminating manuals of investigation and prosecution; the law and procedure relating to organized crime;
3. sponsoring scholarly and empirical research into organized crime and the techniques of its social control through law, and the publication and dissemination of such research, and
4. developing an organized crime library collection and legal research bank, and creating a comprehensive bibliography and index.



END